



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

May 20, 2026
6:00 PM

9900 Park Avenue, Firestone, CO 80504

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

PRE-MEETING WORK SESSION 5:30 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR
MEETING AGENDA

REGULAR MEETING 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of May 13, 2026, Board of Trustees Special Meeting Minutes
 - b. Board of Trustees Expenses
 - c. **Ordinance 1076** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 6.06 OF THE FIRESTONE MUNICIPAL CODE; AMENDING SECTIONS 6.01.010, 6.08.010, AND 6.08.040 OF THE FIRESTONE MUNICIPAL CODE; AND AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO DANGEROUS ANIMALS AND LIMITS ON HOUSEHOLD PETS.
 - d. **Resolution 26-47**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A REVOCABLE ENCROACHMENT LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MR. TIMOTHY HUBACH

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- e. **Resolution 26-43**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AN ACCESS AND UTILITY EASEMENT FROM VARRA COMPANIES, INC. PERTAINING TO THE BAREFOOT LAKES FILING 7A SUBDIVISION.
- f. **Resolution 26-37**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A-1 CHIPSEAL COMPANY PERTAINING TO STREET RESURFACING
- g. **Resolution 26-38**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND WESTERN PLAINS CONSTRUCTION PERTAINING TO STREET MILLING AND OVERLAY
- h. **Resolution 26-42**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENTS TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS FROM H&J PROPERTY, LLC AND 6856 CR 26, LLC NECESSARY TO CONSTRUCT THE WELD COUNTY ROAD 26 BRIDGE REPLACEMENT PROJECT

6. Proclamation

- a. Public Works Week Proclamation
- b. Mental Health Month Proclamation
- c. National Police Week Proclamation

7. Discussion/Action

- a. Update regarding the Town Manager recruitment timeline
- b. **Ordinance 1077**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (INTERNATIONAL BUILDING CODE), 15.06 (INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.14 (INTERNATIONAL MECHANICAL

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CODE), 15.16 (INTERNATIONAL PLUMBING CODE), 15.18 (INTERNATIONAL PROPERTY MAINTENANCE CODE), 15.20 (INTERNATIONAL SWIMMING POOL AND SPA CODE), 15.32 (INTERNATIONAL FIRE CODE) AND CHAPTER 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; ENACTING A NEW CHAPTER 15.22 REGARDING THE ADOPTION OF THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODES; AND ENACTING A NEW CHAPTER 15.38 REGARDING THE COLORADO WILDFIRE RESILIENCY CODE

- c. **Resolution 26-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT
- d. **Resolution 26-46:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT
- e. **Resolution 26-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND KIMLEY-HORN & ASSOCIATES, INC. FOR DESIGN AND CERTAIN CONSTRUCTION ADMINISTRATION SERVICES FOR THE TOWN OF FIRESTONE WATER TANK #2 AND DISTRIBUTION LINE PROJECT
- f. **Resolution 26-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND J-U-B ENGINEERS, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES PERTAINING TO THE WELD COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE REPLACEMENT PROJECT
- g. **PUBLIC HEARING: Resolution 26-45:**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

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- h. **PUBLIC HEARING: Resolution 26- 44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2026 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2026.
- i. **Resolution 26-41:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A WIRELESS COMMUNICATIONS FACILITIES LEASE AGREEMENT WITH ANTHEMNET, INC.
- j. **Resolution 26-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLARING A VACANCY ON THE BOARD OF TRUSTEES FOR A TRUSTEE SEAT
- k. Discussion and direction regarding the process and next steps for filling the Board vacancy
- l. **Ordinance 1078:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACKNOWLEDGING THE AUTOMATIC REVERSION OF OWNERSHIP IN AND TO CERTAIN PROPERTY PREVIOUSLY CONVEYED BY QUITCLAIM DEED TO FORMER TOWN BOARD MEMBERS PURSUANT TO ORDINANCE NO. 1061
- m. 2026 Board Retreat Discussion

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

9. **Reports**

- a. Staff
 - 9.a.i. April Monthly Financial Report
- b. Mayor
- c. Trustees

10. **Executive Session**

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- a. *An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I) to determine positions, develop strategy, and instruct negotiators regarding regional intergovernmental relations.*
- b. *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 the Town Attorney regarding the Firestone/Monarch Casino Resort Group Booking Contract as well as to determine positions, develop strategy, and instruct negotiators accordingly.*

11. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: May 20, 2026

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of May 13, 2026, Board of Trustees Special Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 05-13-2026 Board of Trustees Special Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
May 13, 2026

1. Call to Order & Roll Call

The Town of Firestone met for a Special Meeting on May 13, 2026, 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: John Damsma
Bobby G. Matthews
Matt Holcomb
Sean Doherty- Excused

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Matthews, to Approve the Agenda. All in Favor, **Motion carried.**

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

Becky Duckworth, a Firestone resident, provided public comment regarding the board retreat and street safety signs.

5. Consent Agenda

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

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Damsma, Trustee Matthews

No: None

Abstain: None

Motion carried.

- a. Approval of April 15th, 2026, Board of Trustees Meeting Minutes

6. Proclamation

- a. Municipal Clerk's Week Proclamation

7. Land Development

- a. **Resolution 26-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING RESOLUTION NO. 26-21

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Matthews, to Approve **Resolution 26-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING RESOLUTION NO. 26-21

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Damsma, Trustee Matthews

No: None

Abstain: None

Motion carried.

8. Discussion/Action

- a. Building Code Update Discussion

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

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

10. Reports

Mayor Conyac reported that CARD and Associates decided not to go forward with their proposal with Central Park and his meetings with residents.

Trustee Damsma thanked staff for putting together the Central Park Open House and residents for attending.

Trustee Holcomb reported on the street signs that have been placed and Central Park plan.

11. Adjournment

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

Introduced and Approved the _____ Day of _____, 2025.

ATTEST

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: May 20, 2026

Initiated By:

Department: Town Clerk

AGENDA ITEM

Board of Trustees Expenses

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. April 2026 BoT Statment_Redacted

Statement of Account Landscape
TWNFIRE

Date/Time Printed: 05/13/2026 04:55:55 PM
Selection Criteria: Post Date Is Between '04/01/2026' AND '04/30/2026' AND Transaction Type <> 'Payment'
Orientation: Landscape

CONYAC, DON 9950 PARK AVE								For Transactions posted between 04/01/2026 to 04/30/2026				Account Number : *****	
												Defaulted COA Name :	
												Defaulted COA Value :	
FIRESTONE, CO 80504-7820													
Transaction ID	Transaction Date	Post Date	Original Merchant Name	Merchant Name	Merchant City	Merchant State/Province	MCC	Original Amount	Exchange Rate	Sales Tax	Transaction Amount		
5440300496001	04/16/2026	04/17/2026	SPO*MECOCOFFEEC OLLECTI	SPO*MECOCOFFEEC OLLECTI	FREDERICK	CO	5814	\$12.17	0.00	\$0.00	\$12.17		
Notes :		Mayor's Coffee with a resident.											
		Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000											
CONYAC, DON *****		Sub-Total:						1 Transaction(s)		\$0.00	\$12.17		

Cardholder Signature Date Supervisor/Manager Signature Date

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: May 20, 2026

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Ordinance 1076 AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 6.06 OF THE FIRESTONE MUNICIPAL CODE; AMENDING SECTIONS 6.01.010, 6.08.010, AND 6.08.040 OF THE FIRESTONE MUNICIPAL CODE; AND AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO DANGEROUS ANIMALS AND LIMITS ON HOUSEHOLD PETS.

RECOMMENDATION

Staff recommends approval of Ordinance 1076.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

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

Denial: The Board moves to deny the Ordinance.

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

SUMMARY

This ordinance repeals and reenacts Chapter 6.06 of the Firestone Municipal Code to modernize and clarify the Town's regulations regarding dangerous and potentially dangerous animals, improves enforcement procedures, and codifies household pet limitations. The ordinance replaces the existing "vicious animal" terminology with updated "dangerous" and "potentially dangerous" animal classifications and establishes clearer definitions, enforcement standards, permit requirements, impoundment procedures, and court processes. This update shifts away from a simple prohibition model toward a progressive enforcement system that prioritizes public safety while providing clear due process for pet owners.

Ordinance 1076 defines dangerous and potentially dangerous animals as follows:

1. Potentially Dangerous: For animals exhibiting lower-level aggression. These animals may remain in the community subject to court-ordered conditions (e.g. muzzling, secure confinement, micro-chipping, and sterilization).

2. Dangerous: Reserved for repeat offenders or serious incidents. This triggers mandatory Police Department permitting process, annual inspections, and in extreme cases, removal or euthanasia.

Key provisions of Ordinance 1076 include:

1. Establishment of updated definitions and classifications for dangerous and potentially dangerous animals based on aggressive behavior, attacks, prior adjudications, or involvement in animal fighting.
2. Creation of protective order requirements for potentially dangerous animals, including confinement standards, signage, microchipping, reporting requirements, and possible spay/neuter requirements.

3. Creation of a dangerous animal permit process administered by the Police Department, including annual permit requirements, inspection authority, confinement standards, and operational restrictions.
4. Establishment of procedures for permit rescission after demonstrated compliance and behavioral improvement.
5. Clarification of affirmative defenses, impoundment authority, euthanization authority, and municipal court hearing procedures related to dangerous animal cases.
6. Amendment of Chapter 6.08 to align impoundment and reclamation procedures with the updated dangerous animal regulations, transferring authority for animal reclamation hearings from the Town Manager to the Municipal Court.

This ordinance codifies existing limits on the number of animals permitted per household, making them enforceable by community services and police officers. These limits, currently identified in Title 16 of the Firestone Development Code, are now incorporated into this ordinance to improve clarity and enforcement.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The current vicious animal ordinance (Ordinance 1014) was approved by the Board of Trustees on June 8, 2022.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. ORDINANCE NO. 1076 Vicious Animal Amendments

ORDINANCE NO. 1076

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 6.06 OF THE FIRESTONE MUNICIPAL CODE; AMENDING SECTIONS 6.01.010, 6.08.010, AND 6.08.040 OF THE FIRESTONE MUNICIPAL CODE; AND AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO DANGEROUS ANIMALS AND LIMITS ON HOUSEHOLD PETS

WHEREAS, the Town of Firestone (“Town”) Staff has determined that the Town’s current regulations regarding dangerous animals set forth in Chapter 6.06 of the Firestone Municipal Code (“Code”) are not aligned with best practices or the Town’s current administrative procedures, and has identified the need for changes to Chapter 6.06 of the Code to better define dangerous animals and to improve enforcement; and

WHEREAS, Town Staff has also identified the need to refine the existing regulations regarding animal limits per household to better align with current societal values and to effectively enforce limits on household pets; and

WHEREAS, the control of animals for the protection of the public's health, safety and welfare is a matter of local concern and therefore subject to the valid exercise of the Town's police powers; and

WHEREAS, the Town Board of Trustees desires to amend certain provisions of Chapters 6.01, 6.06, 6.08 of Title 6 and Chapter 3 of Title 16 of the Firestone Municipal Code to accomplish these objectives; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the Code regarding those regulations and their underlying goals; and

WHEREAS, the Board of Trustees finds and declares this ordinance promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents.

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

Section 1. Section 6.01.010, “Definitions,” of Title 6, Chapter 6.01 of the Firestone Municipal Code shall be amended by deleting the definition of “Vicious Animal.”

Section 2. Chapter 6.06, “Vicious Animals” of Title 6 of the Firestone Municipal Code shall be repealed in its entirety and re-enacted to read in full as follows:

Chapter 6.06 – Dangerous and Potentially Dangerous Animals

6.06.010 – Definitions.

When used in this Chapter, the following words, terms and phrases will have the following meanings:

Dangerous animal means any animal, except a dog assisting a law enforcement officer engaged in law enforcement duties, that:

- (1) Has previously attacked or bitten a person or domestic animal without provocation sufficient to predict such a response from the animal; or
- (2) Without provocation, reacts with excessive aggression to ordinary events, escalating from apparent calm to attacking in seconds, giving victims little to no time to protect themselves; or
- (3) Has behaved in such a manner that a reasonably prudent person knows or should know that the animal possesses the intention, habit, propensity or temperament to attack or inflict injury, including serious bodily injury, without provocation sufficient to predict such a response from the animal; or
- (4) Has caused the death of a domestic animal or a person; or
- (5) Has engaged in or been trained for animal fighting as described and prohibited in Section 18-9-204, C.R.S.; or
- (6) Has been previously adjudged as a potentially dangerous animal under this Chapter or the owner has failed to abide by a protective order and the animal has engaged in subsequent behavior that meets the definition of a dangerous animal under this Chapter.

Potentially dangerous animal means any animal, except a dog assisting a law enforcement officer engaged in law enforcement duties, that:

- (1) Has inflicted any injury, including serious bodily injury, upon a person or domestic animal at any place within the Town; or
- (2) Has shown aggressive tendencies by menacing or chasing a person or domestic animal; or
- (2) Without provocation, approaches any person or domestic animal in an apparent attitude of attack and demonstrates aggressive behavior that would cause a reasonable person to believe that the animal may inflict bodily injury, including without limitation lunging, snarling, growling, barking, or snapping, or restricts the movement of a person or domestic animal, including without limitation, cornering or circling, and such behavior may, but need not, result in actual physical contact from such animal.

Serious bodily injury means any physical injury that results in severe bruising, muscle tearing, skin laceration, or any physical injury that requires corrective or cosmetic surgery.

6.06.020 - Potentially dangerous animals.

(a) It shall be unlawful for any person to own, possess, harbor, keep, have a financial or property interest in, or have custody or control of, a potentially dangerous animal within the Town without compliance with this Section.

(b) After any animal has been adjudged a potentially dangerous animal through conviction or entry of a plea, including any deferred sentence received as part of a plea agreement, in the Municipal Court, the Municipal Court shall enter a protective order that meets the requirements of subsection (c). Following entry of the protective order, the animal may be permitted to remain in the Town if and only if the owner or keeper of the animal complies at all times with such protective order while it remains in effect, unless the animal is later declassified from the potentially dangerous animal designation in accordance with Subsection (e) of this Section.

(c) Protective Order. Upon sentencing pursuant to a plea of or finding of guilt, or no contest, including any deferred prosecution, to a violation of this Section, the Municipal Court may, at its discretion, order the defendant to:

- (1) Confine such animal in a building or enclosure designed to be escape-proof and, whenever such animal is outside of such building or enclosure, the animal shall be securely muzzled and restrained by a secure collar and leash no longer than four (4) feet under the direct physical control of the owner or other responsible person at all times. Escape-proof enclosure means a structure of at least six (6) feet in height with secured sides, locked, and designed to prevent the animal from escaping the enclosure. If such enclosure has no bottom secured to the sides, the sides must be embedded into the ground no less than two (2) feet deep. If the required six (6) feet in height and two (2) feet in depth is inadequate to contain the animal, the height and depth of the enclosure shall be increased until the enclosure is deemed escape-proof by a Community Services Officer. The enclosure must be suitable to prevent the entry of young children or lunging attacks outward by the animal. Nothing in this Subsection shall prevent the humane care of the animal. A Community Services Officer is permitted to inspect the animal and premises for compliance at reasonable times.
- (2) Display in a prominent place on the defendant's premises, and the premises where the animal resides if different, a sign easily readable by the public from the public street using the words "Beware of Potentially Dangerous Animal."
- (3) Immediately report to the Police Department any material changes in the animal's situation, including but not limited to a change of address, escape or death.
- (4) At the defendant's expense, permanently identify the animal through the implantation of a microchip by a licensed veterinarian or a licensed shelter. The owner shall file the veterinary record of the microchip implantation with the Police Department.

- (5) Prior to the implantation of the microchip, pay a non-refundable microchip license fee of fifty dollars (\$50.00) to the Police Department.
- (6) Spay or neuter the animal, if the animal is not already spayed or neutered, at the owner's expense. The Municipal Court may grant an exception to the spay or neuter requirement where defendant provides to the court within thirty (30) days:
 - (i) a letter from a licensed veterinarian stating such spaying or neutering of the animal would be harmful to its health, or
 - (ii) paperwork demonstrating the animal is registered and actively being shown in an event that does not allow the animal to be altered.
- (7) Prior to the animal receiving any service or treatment, disclose in writing to any provider of the service or treatment, including but not limited to a veterinary health care worker, groomer, humane agency staff person, pet animal care facility staff person, professional handler, or trainer, each acting in the performance of his or her respective duties, that the animal has been the subject of a conviction of a violation of this Section.

(d) Upon written petition to the Municipal Court, the owner or keeper of the animal may request termination of the protective order, if in the discretion of the Municipal Court the owner demonstrates that there are no additional documented incidents by the Town of any behavior of the animal that meets the definition of a potentially dangerous or dangerous animal for a twenty four-month period from the date of entry of the protective order. In consideration of the request, the Municipal Court may order the owner to permit a Community Services Officer or Police Officer to inspect the animal and observe it in its habitat. Otherwise, an animal classified as potentially dangerous shall be declassified from such designation after the protective order ends, which shall be three (3) years from the date of its entry; provided, however, that the conditions posed under the protective order have been met for the uninterrupted three-year period and upon the Municipal Court's approval. Notwithstanding, the Municipal Court may declassify an animal after the applicable period despite violations if it determines that the owner or keeper's failure to abide by the protective order was not systematic or serious.

(e) If the owner or keeper of any animal previously adjudged potentially dangerous has a second or subsequent violation of this section for the same animal, then such person shall be charged with a dangerous animal under Section 6.06.030.

(f) Failure to comply with protective order.

- (1) It shall be unlawful for any person to violate a protective order issued pursuant to Section 6.06.020(c). Violation of a protective order shall constitute a separate municipal offense punishable by Section 1.16.010 of this Code; provided, however, that if punishment is inflicted to vindicate the dignity of the court, as provided in subsection 6.06.020(f)(2), any sentence imposed for a violation of this subsection shall run concurrently and not consecutively with any sentence imposed for a violation of 6.06.020(f)(2).

- (2) The Municipal Court is also empowered, in its discretion, pursuant to Colorado Rules of Civil Procedure Rule 107, to vindicate its dignity by issuing a contempt citation for failure to comply with the protective order, commanding such person to appear before the Municipal Court to show cause at a date, time, and place designated why such person should not be punished for contempt of court. When the Municipal Court finds any person to be in contempt, the Court may impose on the contemnor a fine and/or imprisonment as set forth in Colorado Rules of Civil Procedure Rule 107.

6.06.030 -- Dangerous animals.

(a) Except as otherwise specifically permitted under this Chapter, the ownership, possession, custody, control, harboring, keeping, or maintaining of a dangerous animal anywhere within the Town requires a dangerous animal permit issued by the Firestone Police Department.

(b) Except as otherwise specifically permitted under this Chapter, it shall be unlawful for any person to own, possess, harbor, keep, maintain, have a financial or property interest in, or have custody or control of, a dangerous animal within the Town without a dangerous animal permit issued under authority of the Police Department, or in a manner contrary to the terms and conditions set out in such permit.

(c) Any person convicted of, or who has agreed to deferred sentencing pursuant to a plea agreement for, a violation of this Section may, in addition to all other penalties under the Code, be required or ordered to surrender such animal to the care of a licensed, court-approved animal shelter to be placed for adoption, humanely destroy such animal or to remove and maintain it outside of the Town.

6.06.040 --Dangerous animal permit.

(a) After any animal has been adjudged a dangerous animal through conviction or entry of a plea, including any deferred sentence received as part of a plea agreement, in the Municipal Court, the owner or keeper of such animal shall apply for and maintain at all times a dangerous animal permit within five (5) days of the date of entry of judgment, unless the animal has been humanely euthanized, surrendered to a licensed, court-approved animal shelter, or permanently removed from the Town.

(b) Applications for a dangerous animal permit shall include:

- (1) The name and address of the applicant and of the owner or keeper of the animal and the names and addresses of two (2) people who may be contacted in the case of emergency.
- (2) An accurate description of the animal for which the permit is requested.
- (3) The address or place where the animal will be located.

- (4) Payment of a processing fee of \$100.00 to offset administrative costs associated with issuing the permit. In addition to the processing fee, the owner or keeper of a dangerous animal shall pay an annual permit fee as set by the Board of Trustees by resolution to register and maintain registration of such owner or keeper's animal as a dangerous animal and to offset administrative costs associated with monitoring dangerous animal permits.
 - (5) Proof that the animal has had a microchip implanted.
 - (6) Proof that the animal has a current rabies vaccination.
 - (7) Such other information as the Police Department may require.
- (c) An applicant seeking a dangerous permit under this section must agree that an employee, representative, or consultant of the Police Department may enter and inspect the site, lot or parcel upon which the animal will be located, prior to the issuance of a permit.
- (d) The Firestone Police Department may grant a dangerous animal permit, in writing, authorizing a person to own, possess, harbor, keep, maintain, have a financial or property interest in, or have custody or control of, a dangerous animal within the Town.
- (e) The dangerous permit issued under this section shall contain the following conditions:
- (1) Any owner or keeper of a dangerous animal shall be jointly and severally responsible with all other owners or keepers of such animal for compliance with the requirements of this Subsection and the permit issued hereunder.
 - (2) The owner or keeper of any dangerous animal shall be allowed only one (1) permitted dangerous animal, and no household within the Town shall be allowed to harbor more than one (1) permitted dangerous animal at any time.
 - (3) The owner or keeper of a dangerous animal shall be a responsible adult eighteen (18) years of age or older.
 - (4) The location where the dangerous animal is possessed or maintained must be kept clean and sanitary, and the animal must be provided proper and adequate food, water, ventilation, shelter and care at all times.
 - (5) A Community Services Officer or Police Officer must be permitted at any reasonable time to inspect the animal and premises for compliance with this Section.
 - (6) The owner or keeper of the dangerous animal shall provide and pay for the implantation of a microchip within such animal and shall provide proof of compliance with this requirement at the time of making the permit application.

- (7) The owner or keeper of a dangerous animal shall notify the Police Department in person or by telephone of any of the following occurrences within the scheduled time frames as set forth in this Subsection:
- a. Within eight (8) hours after the animal has escaped or has otherwise ceased to be in custody of the owner or keeper for any reason, unless the owner or keeper knows such animal to be physically secured, restrained or confined and to be in the custody of another adult who is competent.
 - b. Within eight (8) hours after the animal has attacked a person or another domestic animal.
 - c. If the animal has died or if ownership or possession of the dangerous animal or the location of the dangerous animal's primary habitat is changed to a person or location outside of the Town, the animal owner or keeper listed on the permit shall notify the Police Department within twenty-four (24) hours of such change, including the name, address and telephone number of the new owner, if relevant. If ownership or possession of the animal or the location of the animal's primary habitat is changed to a person or location at a different address within the Town, the animal owner or keeper listed on the permit shall notify the Police Department within twenty-four (24) hours of the change, including the name, address and telephone number of the new owner, if relevant, and the new owner may be permitted to modify the permit to reflect the new owner's name in the discretion of the Police Department, but such modification must be obtained within five (5) days of the change. The fee for permit modification shall be as set by the Board of Trustees by resolution.
- (8) Any other conditions of operation or other special conditions that the Police Department determines are necessary to minimize impacts to adjoining properties or to safeguard against inhumane treatment of the animal, including without limitation:
- a. Except under the circumstances otherwise specifically permitted by this Section, a potentially dangerous animal shall at all times be maintained inside of a proper enclosure.
 - b. The dangerous animal shall not be present, kept or maintained at any location other than as specified in the permit.
 - c. A sign which is clearly visible to the general public shall be posted on the premises where a dangerous animal is kept, warning that there is an animal on the premises which presents a danger to people. Such sign shall have the dimensions, colors, graphics and lettering that comply with the standards as established by the Police Department. Such sign shall also include a symbol

sufficient to convey, without the use of words, the message that there is an animal on the premises which presents a danger to people.

- d. The dangerous animal shall not be permitted to be outside a proper enclosure on the premises named in the permit except for the purpose of obtaining supervised and attended exercise, veterinary care, being sold or given away or to comply with any provision of law or directive of an animal control officer. When outside the proper enclosure for such permitted purposes, the animal must be properly muzzled and restrained by a substantial chain or leash not to exceed two (2) feet in length under the control of a responsible adult at all times who has the physical ability to restrain the movement of such animal. Notwithstanding, a dangerous animal may be confined humanely within a vehicle, provided that the animal cannot escape or inflict injury upon any person or other domestic animal.

(f) The permit as provided in this Section shall be renewed annually with the Police Department, unless it is later rescinded by order of the Municipal Court following a hearing in accordance with Section 6.06.050.

6.06.050 -- Petition for permit rescission; hearings on petition; grounds for order issuance.

(a) Any time after the fifth anniversary of the permit's issuance, the animal's owner or keeper may submit a single written petition to the Municipal Court requesting a hearing and an order to rescind the dangerous animal permit. The petition must include an affidavit, signed under oath and under penalty of perjury, which outlines the facts supporting the request and explains the grounds or reasons for believing rescission is justified. The petition must satisfy the requirements of this subsection. A petition must:

- (1) Allege that the animal no longer poses a significant risk of causing bodily injury to people or other animals and must be accompanied by an affidavit, signed under oath and penalty of perjury, stating the specific actions or facts that give rise to a reasonable belief dangerous acts by the respondent;
- (2) Allege that the animal has attended and completed an animal obedience/behavioral training course or seminar class conducted by an individual possessing a CPDT-KA, CPDT-KSA, or CBCC-KA designation from the CCPDT (Certification Council for Professional Dog Trainers) and must be accompanied by a certification;
- (3) Allege that the owner or keeper has attended and completed a responsible animal ownership class from ISAE or other court approved class and must be accompanied by a certification;
- (4) Identify whether there is a pending lawsuit, complaint, or other action concerning the animal in the Town or another jurisdiction; and

- (5) Identify whether the owner or keeper has been charged, convicted or plead guilty to any violations pertaining to Title 6 of the Firestone Municipal Code.
- (b) Upon receipt of the filed petition, the Municipal Court shall set a date for a hearing to be held. The court clerk shall forward a copy of the notice of hearing and petition to the Police Department for service upon the petitioner.
- (c) A copy of the notice of hearing and petition must be served upon the petitioner in accordance with the rules for service of process as provided in rule 4 of the Colorado rules of civil procedure or rule 249 of the Colorado municipal court rules of procedure.
- (d) The court shall rescind the dangerous animal permit if the petitioner establishes by clear and convincing evidence that the animal no longer poses a significant risk of causing bodily injury to people or other animals.
- (e) In determining whether grounds for a rescission order exist, the court may consider any relevant evidence, including but not limited to any of the following:
- (1) There are no additional instances of dangerous behavior within a sixty (60) month period from the date of permit issuance;
 - (2) Changes in circumstances or measures taken by the owner or keeper have significantly reduced the risk, such as age or health have reduced the animal's capacity for dangerous behavior;
 - (3) The opinion(s) of the Community Services Officer and/or other agencies, together with any supporting evaluations, observations, analysis or other information presented, relating to the changed behavior and present capacity of the animal, and their recommendations regarding whether the dangerous animal permit should be rescinded; and
 - (4) Any other evidence tending to show a positive change in social behavior and a demonstrated reduction in reactive, fearful, aggressive or other undesirable behavior to a specific stimulus.
- (f) In a hearing pursuant to this section, the rules of evidence apply to the same extent as in any other municipal court proceeding pursuant to the Colorado municipal court rules of procedure.

6.06.070 -- Affirmative defenses to dangerous or potentially dangerous animal charges.

It shall be an affirmative defense to a violation of the charge of dangerous or potentially dangerous animal if evidence of the following is presented:

- (1) At the time of the attack by the animal which causes injury to a domestic animal, the domestic animal was at large, was an estray and entered upon the property of the owner and the attack began, but did not necessarily end, upon such property;
- (2) At the time of the attack by the animal which causes injury to a domestic animal, said domestic animal was biting or otherwise attacking the animal or its owner;
- (3) At the time of the attack by the animal which causes injury to a domestic animal, the animal inflicting the injury was working as a hunting dog, herding dog or predator control dog on the property of or under the control of the dog's owner and the injury or death was to a domestic animal naturally associated with the work of such dog;
- (4) At the time of the attack by the animal which causes injury to a person, the victim of the attack was committing or attempting to commit a criminal offense against the animal's owner, and the attack did not occur on the owner's property;
- (5) At the time of the attack by the animal which causes injury to a person, the victim of the attack was committing or attempting to commit a criminal offense against a person on the owner's property or the property itself, and the attack began, but did not necessarily end, upon such property; or
- (6) The person who was the victim of the attack by the animal tormented, provoked, abused or inflicted injury upon the animal in such an extreme manner which resulted in the attack; or
- (7) The person who was the victim of the attack by the animal was a veterinary health care worker, groomer, humane agency personnel, professional handler, trainer, each acting in the performance of his or her respective duties.

6.06.080 -- Impoundment and Euthanization.

(a) Whenever any animal engages in behavior that meets the definition of a dangerous or potentially dangerous animal within the Town, the animal may be seized and impounded as set forth in Chapter 6.08.

(b) If the identity of the owner or keeper of an animal which the Community Services Officer or Police Officer reasonably believes to be potentially dangerous cannot be reasonably determined, the animal shall be immediately confiscated. If the owner or keeper then claims such animal, the animal may, in the discretion of Community Services Officer or Police Officer, be released to its owner or keeper, together with a copy of the summons and complaint charging a violation of this Chapter.

(c) If the animal remains unclaimed for five (5) days, the animal shall be destroyed in an expeditious and humane manner. Such animals may be placed for adoption only with the consent of a Community Services Officer or Police Officer.

(d) Upon conviction or entry of a plea, including any deferred sentence received as part of a plea agreement, the municipal court judge may, in addition to any other penalty available under this Chapter, order that the animal be humanely euthanized at the owner's expense upon exhaustion of any right an owner has to appeal.

6.06.090 -- Impoundment Hearing.

(a) Any animal impounded pursuant to this chapter may be held for a hearing before the Municipal Court to determine the disposition of such animal. The Town shall notify, when ascertainable, the owner of the animal in writing of the date, time, place and purpose of the hearing at least five (5) days before said hearing. The court shall conduct such hearing at the earliest date available to the court. If, on the date of the hearing, the duly notified owner does not appear, the court may proceed with the hearing. The hearing may take place regardless of any pending municipal charge pertaining to the animal.

(b) At the hearing the formal rules of evidence shall not apply and any statement made by any person at such hearing shall not be used as evidence at any municipal trial. The court shall be guided by the basic notions of fairness in the conduct of such hearing and allow the parties to present evidence, witnesses and have the right of cross-examination.

(c) The court shall consider as applicable, the following:

- (1) Any evidence presented at any trial involving the animal;
- (2) The conduct of the animal during the incident charged;
- (3) Any evidence of dangerous or violent behavior by the animal or threats thereof;
- (4) Any prior violations by the owner of the animal of this chapter or the laws of the town, or laws of any state or political subdivision thereof;
- (5) Any prior violations by any other owner of the animal, involving the same animal, of any violation of this chapter or the laws of the town, or any laws of the state or political subdivision thereof;
- (6) Any conditions existing on the property where the animal has been or will be kept which would affect the likelihood of any danger to any person, animal or property;
- (7) Any evidence of any ameliorative action taken by the owner of the animal which would affect the likelihood of any danger to any person, animal or property; and
- (8) Any other evidence relevant to the issues as determined by the court.

(d) If, at the hearing, the Town establishes by a preponderance of the evidence that there is a reasonable likelihood of future injury to persons, property or animals, the court shall order the animal to remain impounded at the owner's expense until final disposition of any pending municipal charges. The owner shall bear all costs of impounding the animal regardless of the results of any municipal charges.

(e) If the court determines that it is not appropriate to order the animal impounded, the court may order the animal returned to the owner and to be kept under such circumstances as will ensure the safety of persons, property or other animals.

6.06.100 -- Breeding of Dangerous Animal.

It shall be unlawful for any person to possess with intent to sell, offer for sale, breed, buy, or attempt to buy within the Town any animal which has been adjudicated to be a dangerous animal pursuant to a conviction under Section 6.06.030 or a conviction under Section 18-9-204.5, C.R.S. This provision does not apply to an animal adjudicated potentially dangerous under this Chapter.

6.06.110 -- Animals from other jurisdictions.

No animal that has previously been determined to be vicious, dangerous, potentially dangerous, or received a similar designation after an administrative or court proceeding by another jurisdiction, shall be kept, owned, or harbored in the Town, unless the animal's owner applies for and obtains from the Police Department a dangerous animal permit prior to bringing such animal into the Town, without need for further adjudication by the Municipal Court. Application and issuance of and conditions applicable to such permit shall be in accordance with the provisions set forth in Section 6.06.40(e) above. Animals in violation of this Section are subject to impoundment after notice and a hearing pursuant to Chapter 6.08, except that the only issues for hearing are whether the animal ever received vicious, dangerous, potentially dangerous, or received a similar designation in another jurisdiction, and whether the animal's owner complied with the requirements under this Section.

6.06.120 -- Authority.

A Community Services Officer or Police Officer may use deadly force at an animal under the following circumstances:

(a) In order to destroy any animal that appears to be suffering from an apparent fatal wound or sickness, but only after making a reasonable attempt to locate and receive permission from the animal's owner; or

(b) At an animal to protect oneself or others from what such officer reasonably believes is an imminent threat of death or serious bodily injury.

Section 3. Subsection 6.08.010(1), “Authorization for capture and impoundment,” of Chapter 6.08 of the Firestone Municipal Code shall be repealed in its entirety and reenacted to read in full as follows:

1. Animals at large, animals that engage in behavior that meets the definition of a dangerous or potentially dangerous animal, an animal adjudicated to be a dangerous or potentially dangerous animal pursuant to Chapter 6.06 (b), animals creating a disturbance, maltreated animals and nuisance animals;

Section 4. Section 6.08.040, “Reclamation of certain animals restricted or prohibited,” of Chapter 6.08 of the Firestone Municipal Code shall be repealed in its entirety and reenacted to read in full as follows:

6.08.040 -- Reclamation of certain animals restricted or prohibited.

The following restrictions or prohibitions shall apply to the reclamation of the following impounded animals:

1. Animals which are or appear to be dangerous may not be reclaimed unless and until a judgment of dismissal is entered by the municipal court on the dangerous animal charge or, upon a conviction or entry of a plea of guilty or no contest, the court orders the animal released.

2. If an animal was impounded on the basis of a violation of Section 6.04.010 of this title, except for dangerous, wild or exotic animals, then the notice shall include a statement, in writing, that the animal will be disposed of if the owner or keeper does not request a hearing before the Municipal Court within five (5) days of the date of the notice. If a hearing is requested, the court shall conduct such hearing in accordance with Section 6.06.090. If, at the conclusion of the hearing, the court determines that the animal was being kept in violation of any provision of this chapter, except for a dangerous, wild or exotic animal, the court may order the animal disposed of in the manner provided in Section 6.08.060 and not returned to its owner or keeper. Alternatively, if the court determines that, due to changed circumstances, the animal's health and the public health, safety and welfare will not be endangered thereby, the court may order the animal returned to its owner upon payment of impoundment, boarding or veterinary fees and any other expenses incurred by the town or the animal shelter in connection with the impoundment of the animal and its subsequent care. If the court determines that the animal was wrongfully impounded, the court shall order the animal returned without payment of such fees or expenses. If no hearing is requested, the court may order the animal disposed of in the manner provided in Section 6.08.060.

3. Wild or exotic animals kept in violation of this chapter shall not be released to the owner or any other person; provided, however, that such animal may be released to the appropriate authorities

Section 5. Chapter 6.07, “Restrictions and Prohibitions,” of Title 6 of the Firestone Municipal Code shall be amended by adding a new section 6.07.050 to be entitled, “Animal limits per household,” to read in full as follows:

6.07.050 -- Animal limits per household.

(a) It shall be unlawful for any person to own, possess, harbor, keep or care for more than a combined total of four (4) household pets over four (4) months of age, as defined in Section 16.3.3.G.6 of the Firestone Development Code, per developed one household dwelling unit.

(b) It shall be unlawful for any person to own, possess, harbor, keep or care for more than six (6) backyard chickens, as defined in Section 16.3.3.G.5 of the Firestone Development Code, per developed one household dwelling unit.

Section 6. 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 7. Violations of this ordinance shall be punishable in accordance with Sections 1.16.010 and 2.44.060 of the Municipal Code of the Town of Firestone, Colorado.

Section 8. 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



AIM No.: 5.d

Consent Agenda

Meeting Date: May 20, 2026

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 26-47: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A REVOCABLE ENCROACHMENT LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MR. TIMOTHY HUBACH

RECOMMENDATION

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

Following the discussion at the March 18th meeting, the Board directed the Town attorney to draft a License Agreement. The proposed resolution approves a Revocable License Agreement between the Town of Firestone and Mr. Hubach to allow the placement and maintenance of a law enforcement memorial within a Town-owned public right-of-way near the St. Vrain Ranch connector trail.

The resolution states that the memorial, consisting of blue-painted rocks, reflects the Town's core values of integrity and exemplary public service by honoring law enforcement officers who have been killed or injured in the line of duty. It also recognizes Mr. Hubach's willingness to donate the materials and maintain the memorial.

The agreement grants Mr. Hubach a limited, revocable license to install and care for the memorial, while preserving the Town's authority to revoke the agreement if necessary. The resolution further authorizes the Town Attorney to make any necessary modifications to the agreement to protect the Town's interests.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-47 Rock Garden Memorial (St Vrain Ranch)

2. Revocable Encroachment License (March 2026).rev03

RESOLUTION NO. 26-47

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A REVOCABLE ENCROACHMENT LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MR. TIMOTHY HUBACH

WHEREAS, the Town of Firestone (“Town”) is a Colorado statutory town organized and existing under Title 31 of the Colorado Revised Statutes; and

WHEREAS, the Town’s mission is to exercise its lawful powers as a statutory municipality to secure, protect, and promote the inalienable rights of its community, including life, liberty, and the pursuit of happiness; and

WHEREAS, the Town has identified core values that guide its governance and operations, including integrity—doing what is right—and exemplary public service—serving as faithful stewards of these inalienable rights through dedicated and selfless action; and

WHEREAS, members of the law enforcement community, particularly those who have been killed or injured in the line of duty, exemplify these values through their service and sacrifice, contributing to the safety and well-being of the Town and, more importantly, assisting the Town to fulfill its mission; and

WHEREAS, the Town Board of Trustees (“Board”) seeks to affirm and communicate the Town’s mission and core values in a manner that unifies the organization and guides the conduct of its officials and employees; and

WHEREAS, the Town Board finds the display of blue-painted rocks (the “Memorial”), to be placed along side of the St. Vrain Ranch connector trail on Town-owned property, acts a mirror, reflecting the Town’s core values of integrity and exemplary public service, and appropriately conveys these values by honoring law enforcement officers who have made the ultimate sacrifice; and

WHEREAS, Mr. Tim Hubach, who is a St. Vrain Ranch subdivision resident, is willing to donate materials for the Memorial to the Town and wants to maintain it after its installation; and

WHEREAS, the Town Board desires to grant Mr. Hubach a limited personal license to permit him to perform such services related to the Memorial.

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

The Revocable License Agreement between the Town of Firestone and Tim Hubach is approved, in substantially the same form as the copy attached hereto as **Exhibit A**, with such additions or modifications as the Town Attorney may determine to be necessary and appropriate to protect the interests of the Town or to effectuate the purposes of this Resolution

PASSED AND ADOPTED this ____ day of _____, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

[Revocable License Agreement]

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE ENCROACHMENT LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2026 ("Effective Date"), by and between the **TOWN OF FIRESTONE**, , a Colorado statutory municipality, (the "Town" or "Licensor"), with offices at 9950 Park Avenue, Firestone, Colorado 80504 and **TIMOTHY HUBACH**, a whose address is 6554 Sage Ave Firestone, Co 80504 ("Licensee"). Licensor and Licensee shall sometimes hereinafter be referred to individually as a "party" and collectively as the "Parties."

ARTICLE 1. THE LICENSE

1. Definitions. The following definitions shall apply generally to the provisions of this Agreement.

1.1 **"Memorial"** means a planter area filled with blue rocks to honor and celebrate law enforcement officers killed in the line of duty in support of the Firestone community.

1.2 **"Laws"** means any and all statutes, ordinances, resolutions, regulations, or other requirements of the Town.

1.3 **"License Area"** means that certain strip of land, within the Town-owned real property known as SAGE AVE, which is a public right-of-way, as more fully described and depicted on the attached **Exhibit A**, together with any and all appurtenances to such land, as the same now or may hereafter exist.

2. Grant of License. The Town grants to Licensee a non-exclusive, non-transferable, and revocable license ("License") to use only the License Area, subject to the terms and conditions of this Agreement.

ARTICLE 2. USE OF LICENSE AREA

1. Permitted Use. The License Area may be used by the Licensee for the sole and exclusive purpose of accessing, maintaining, repairing, removing and replacing the Memorial ("Permitted Use"), subject to the Town's lawful exercise of its police powers and of its ownership rights in and to the Memorial and to the License Area.

2. Compliance with Laws. Licensee shall use and occupy the License Area in compliance with all Laws.

3. Installation and Maintenance. The Memorial shall be maintained, at Licensee's sole cost and expense, and installed in good, workmanlike manner, and in accordance with all Laws. Licensee shall also maintain the Memorial so as to ensure that it does not impede, restrict or limit in any manner whatsoever the public's use of the adjacent public right-of-way.

4. Reservation of Rights. Licensor reserves all other rights in and to the License Area, as well as the right to control and manage, in its sole and absolute discretion, the public right-of-way to ensure the protection and preservation of the public health, safety and welfare.

ARTICLE 3. TERM AND TERMINATION

1. Initial Term. The initial term of this Agreement shall begin on the Effective Date, and end at midnight, 12:00 a.m., on the first anniversary of the date of expiration of the Commencement Date, unless terminated earlier pursuant to this Article 3 (the "Initial Term").

2. Renewal Term. This Agreement shall automatically renew for successive one (1) year terms ("Renewal Term"), each Renewal Term commencing upon expiration of the Initial Term or any Renewal Term and expiring one (1) year from the then-current term, unless earlier terminated pursuant to this Article 3 or either party gives the other party written notice of non-renewal at least thirty days prior to the expiration of the then-current term. The Initial Term and any Renewal Term may be together referred to as the "Term."

3. Termination for convenience. Either party may terminate this Agreement, with or without cause, by providing the other party with seven (7) days written notice.

4. Effect of Termination. Upon termination of this Agreement, Licensee shall remove, at its own expense, the Encroachments and any and all personal property located on or within the License Area.

ARTICLE 4. DAMAGE AND RESTORATION

Licensee shall be responsible for all damage or injury to: (i) the License Area; (ii) any Town installations, appurtenances, structures, utilities or improvements on, under, or adjacent to the License Area; (iii) any Town-owned property outside of the License Area, arising out of or resulting from Licensee's use of the License, or Licensee's exercise of any other rights granted herein. Licensee, at its sole cost and expense and with approval of the Town, shall repair such damage and restore the License Area.

ARTICLE 5. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town Clerk
 townclerk@firestoneco.gov
 Town of Firestone
 9950 Park Avenue
 Firestone, CO 80504

To Licensee: Timothy Hubach
 6554 Sage Avenue
 Firestone, CO 80504

ARTICLE 6. MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement may not be amended except in writing by mutual agreement of the parties.

2. Assignment. Licensee may not assign or transfer this Agreement or any of the rights or privileges therein granted, without the prior, express written consent of the Town, which shall not be unreasonably withheld, conditioned, or delayed.

3. Counterparts and Signatures. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the parties shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by facsimile or electronic transmission. The parties further agree this Agreement may be executed by electronic signatures, and any electronic signatures, electronic record of this Agreement containing an electronic signature, or a paper copy of an electronic signature shall be binding upon the party providing such electronic signature as if it were the party's original signature.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Town Clerk

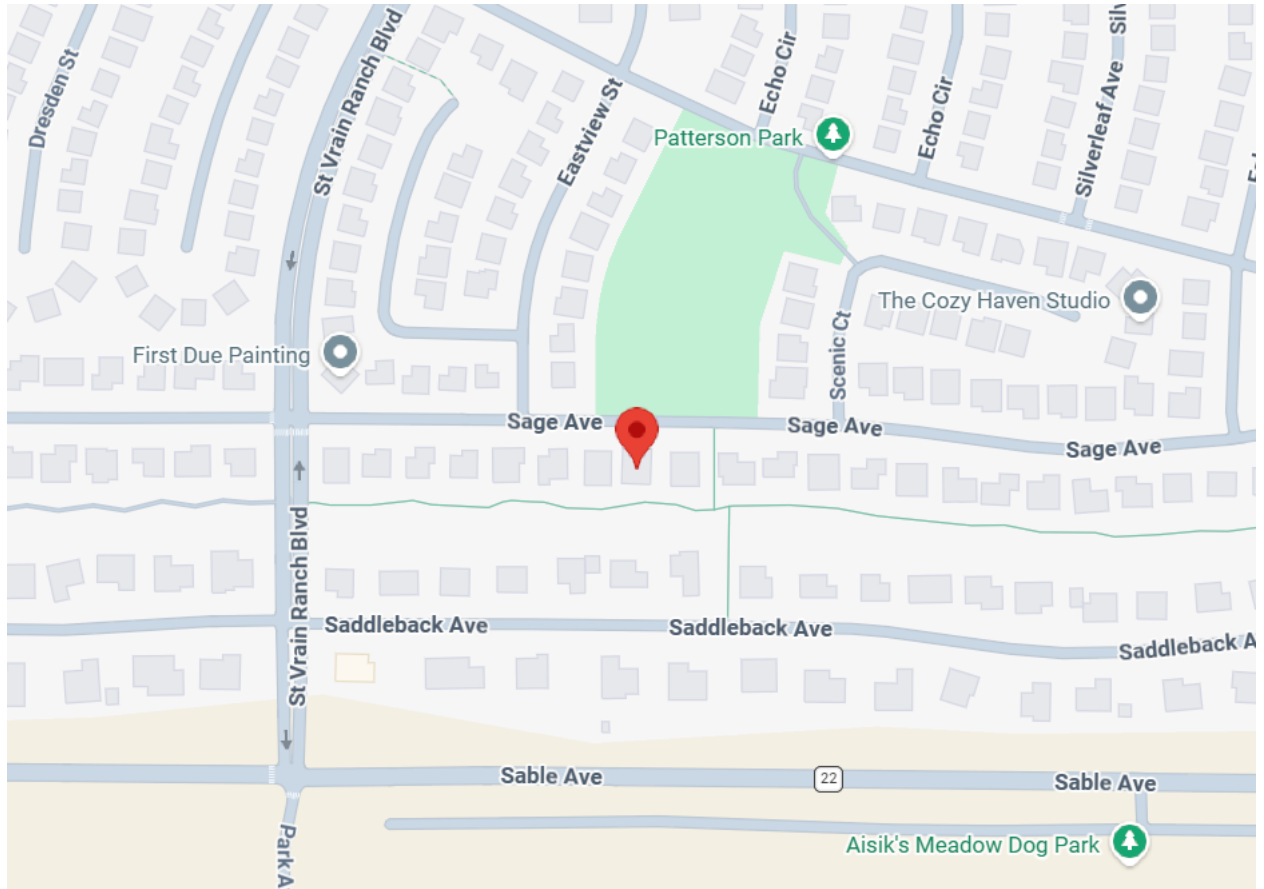
APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

TIMOTHY HUBACH

By: _____

EXHIBIT A



AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: May 20, 2026

Initiated By: Kiran Bhusal

Department: Engineering & Utilities

AGENDA ITEM

Resolution 26-43: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AN ACCESS AND UTILITY EASEMENT FROM VARRA COMPANIES, INC. PERTAINING TO THE BAREFOOT LAKES FILING 7A SUBDIVISION.

RECOMMENDATION

Staff recommends approval of Resolution 26-43.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 26-43.

Approval with Conditions: The Board moves to approve the Resolution 26-43, listing the Board's conditions.

Denial: The Board moves to deny the Resolution 26-43.

No Action: The Board provides staff with specific instructions to modify the Resolution 26-43 and return at a future date.

SUMMARY

Barefoot Lakes, LLC is developing approximately 238 residential lots within the Barefoot Lakes Filing 7A Final Plat. As part of the required public improvements associated with the development, traffic signal and intersection improvements at the intersection of Colorado Boulevard and Ronald Reagan Boulevard are required to be constructed.

In order to complete these improvements, an access and utility easement is necessary from Varra Companies, Inc., the owner of the property located southeast of the intersection. The proposed Agreement grants the Town the required easement rights needed for the intersection improvements and authorizes Barefoot Lakes, LLC to construct the intersection improvements and install the traffic signal infrastructure.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Barefoot Lakes Filing 7A Final Plat and Subdivision Agreement was approved by the Board on July 10, 2024.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-43 Barefoot 7A Bus Barn South Access (Varra) Easement
2. Varra Town of Firestone Perm Const Easement Varra Executed[34]_05.08.2026

RESOLUTION NO. 26-43

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AN ACCESS AND UTILITY EASEMENT FROM VARRA COMPANIES, INC. PERTAINING TO THE BAREFOOT LAKES FILING 7A SUBDIVISION

WHEREAS, Barefoot, LLC (“Owner”) is the owner of certain real property located in the Town of Firestone (“Town”), legally described as Barefoot Lakes F7A, Town of Firestone, County of Weld, State of Colorado (the “Property”); and

WHEREAS, Owner intends to develop approximately 238 residential lots on the Property (“Project”) pursuant to the Barefoot Lakes F7A Final Plat (“Plat”) approved by the Town Board of Trustee’s on July 10, 2024 pursuant to Resolution No. 24-68; and

WHEREAS, to develop the Project, Owner must construct and install certain roadway improvements at the eastern leg of the intersection of Ronald Reagan Boulevard and Colorado Boulevard (“Improvements”); and

WHEREAS, to construct and maintain the Improvements until construction acceptance, and for the continued ownership, operation, and maintenance of the Improvements by the Town after construction acceptance, the Town will require and Owner is requesting from Varra Companies, Inc. (“Varra”) a permanent easement over a portion of its property; and

WHEREAS, Varra is willing to grant and convey to the Town an easement pursuant to the terms and conditions of a Permanent Easement Agreement, attached as **Exhibit A**, to be located on, over, under, and across the lands more particularly described and depicted in the attachment to **Exhibit A**, which will correspond with the location of the Improvements as shown in the Final Construction Documents for the Plat.

WHEREAS, the Board of Trustees desires to accept the Permanent Easement grant from Varra in accordance with the terms and conditions set forth in the Permanent Easement Agreement attached hereto as **Exhibit A**.

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

Section 1. The Board of Trustees of the Town of Firestone hereby accepts the grant of a permanent, non-exclusive easement over and across a strip of land within the Varra property, covering a total of approximately 0.15 acres, as more particularly described and depicted in Exhibit A, attached hereto and made a part of this resolution, with the Mayor being authorized to execute and acknowledge the grant of the easement on behalf of the Town.

Section 2. The Board of Trustees of the Town of Firestone hereby authorizes and approves the Permanent Easement Agreement between the Town and Varra, 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 20th day of May, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

[Permanent Easement Agreement]

ACCESS AND UTILITY EASEMENT AND AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AND AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between VARRA COMPANIES, INC, whose address is 12618 County Road 13, Longmont, Colorado 80504 ("Grantor") and THE TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue, Firestone, Colorado, 80504 (the "Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, as legally described in **Exhibit A** (the "Property").
2. Consideration - Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee and its successors, a non-exclusive, permanent easement (the "Permanent Easement") on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the "Permanent Easement Area"), subject to the terms, conditions and restrictions set forth below.
3. Purpose and Uses of Permanent Easement. Grantee may use the Permanent Easement: to construct, install, operate, access, maintain, repair, replace, inspect and remove at any time and from time to time a realigned access drive, associated roadway improvements and one or more traffic signals, one or more above-ground or underground electric utility lines, fiber conduit, or fiber buffer tubes needed to operate the traffic signal(s), traffic signal equipment and related appurtenances thereto; and certain public signage (collectively, "Improvements") over, under, through and within the Permanent Easement Area; (b) to replace and remove at any time and from time to time the Improvements constructed hereunder either in the original location or at any alternate locations within the Permanent Easement Area, generally consistent with the intended purposes of the Permanent Easement and (c) to mark the location of the Permanent Easement Area and the Improvements by suitable markers set and maintained in the ground.
4. Access. Additionally, Grantor grants and conveys to Grantee a permanent easement (the "Access Easement") for the purpose of ingress to and egress to and from the Permanent Easement Area upon, over, in and across the Property, as described more fully on **Exhibit B**, attached hereto and made a part of this Agreement (the "Access Easement Area").
5. Grantor's Rights in Easement Area. Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement Area, or otherwise change the ground level in the Permanent Easement Area. Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any

reservoir or impoundment, raise or lower the ground elevation, or install or plant any trees or woody shrubs within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee's exercise of the rights granted herein. Grantor reserves all other rights, including the right to use the Permanent Easement Area for vehicular and pedestrian access, including low maintenance landscaping and soft surface and/or concrete trails, as well as the right to cross the Permanent Easement Area with other utilities or other easements; provided, however, that any such utility crossings, access or other easements do not interfere with, adversely impact or otherwise disturb the Improvements or impair the rights granted to Grantee under this Permanent Easement, and provided that any new underground utilities, facilities or other improvements are not installed or located within twenty-four inches above (vertically) and ten feet on either side of (horizontally) the centerline of the underground water pipeline (the "No-Install Zone"), or that construction or installation of any new underground utilities, facilities or other improvements do not require relocation of or future modifications to any existing Improvements. Grantee shall in no event be liable for any damages to any landscaping, trails, new underground or aboveground utilities, facilities or other improvements installed or located within the No-Install Zone or the Permanent Easement Area resulting from the Improvements or caused by the exercise of Grantee's rights hereunder.

6. Maintenance of the Permanent Easement Area.

(a) Upon completing any work in the Permanent Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the Permanent Easement Area to a condition comparable to its condition prior to Grantee's activities in the Permanent Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.

(b) Upon completion of construction work in the Permanent Easement Area, Grantee will maintain the surface of the Permanent Easement Area in compliance with any applicable weed, nuisance or other legal requirements.

7. Representations and Warranties of Grantor.

(a) Grantor represents to Grantee, to Grantor's current actual knowledge as of the date of the execution of this Agreement, with respect to the Permanent Easement Area during the Grantor's period of ownership of the same, that: (1) there is no underground storage tank on the Permanent Easement Area; and (2) there is no proceeding or inquiry regarding hazardous substances by any governmental authority or agency with respect thereto. For the purposes of this Agreement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and

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petroleum or petroleum products.

(b) Grantor hereby warrants and represents to the Town that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

8. Binding Effect - Runs With Land. This Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Easement are intended to be covenants upon the Easement Property and are to run with the land.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

10. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Permanent Easement Area, the Access Easement Area, and the Improvements.

11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.

12. Severability. If any part, term or provision of this Easement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

13. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

[Signatures and acknowledgments on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the date and year first above written.

GRANTOR:

VARRA COMPANIES, INC,

By: Garrett Varra

Name: Garrett Varra

Title: President

STATE OF COLORADO)
) ss
COUNTY OF Weld)

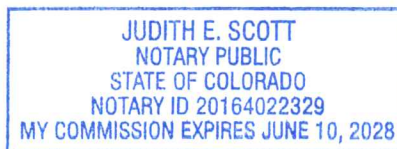
The foregoing instrument was acknowledged before me this 14 day of April, 2026, by Garrett Varra, as President of Varra Companies, Inc., owner of the Subject Property.

Witness my hand and official seal.

[Signature]
(Notary Public Official Signature)

Notary Public
(Title of office)

June 10, 2028
(Commission Expiration)



[Signatures continue on following page]

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ACCEPTED BY GRANTEE:

TOWN OF FIRESTONE

By: _____
Don Conyac Jr., Mayor

ATTEST:

By: _____
Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

By: _____
Marshall Keith Martin, Town Attorney

gcw

**EXHIBIT A
LEGAL DESCRIPTION**

THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF WELD, STATE OF COLORADO, PER QUITCLAIM DEEDS RECORDED 05/21/2009, AT RECEPTION NO.S 3624473 AND 3624474, IN THE OFFICIAL RECORDS OF SAID COUNTY, LESS AND EXCEPT ANY PUBLIC RIGHT-OF-WAYS.



ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT B
LEGAL DESCRIPTION

THAT CERTAIN PORTION OF LOT B, RECORDED EXEMPTION NO. 1209-30-3 RE-4399, IN THE COUNTY OF WELD, STATE OF COLORADO, PER PLAT RECORDED AUGUST 17, 2006 AT RECEPTION NO. 3412692, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 67 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°18'43" EAST, A DISTANCE OF 30.01 FEET TO THE EASTERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 13 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 89°18'43" EAST, A DISTANCE OF 417.85 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°42'49" EAST, A DISTANCE OF 13.00 FEET;

THENCE NORTH 89°18'43" WEST, A DISTANCE OF 386.43 FEET;

THENCE NORTH 00°25'49" WEST, A DISTANCE OF 34.53 FEET;

THENCE SOUTH 89°34'11" WEST, A DISTANCE OF 31.67 FEET TO SAID EASTERLY RIGHT-OF-WAY;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH 00°25'49" EAST, A DISTANCE OF 46.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 6,517 SQUARE FEET OR 0.150 ACRES, MORE OR LESS.

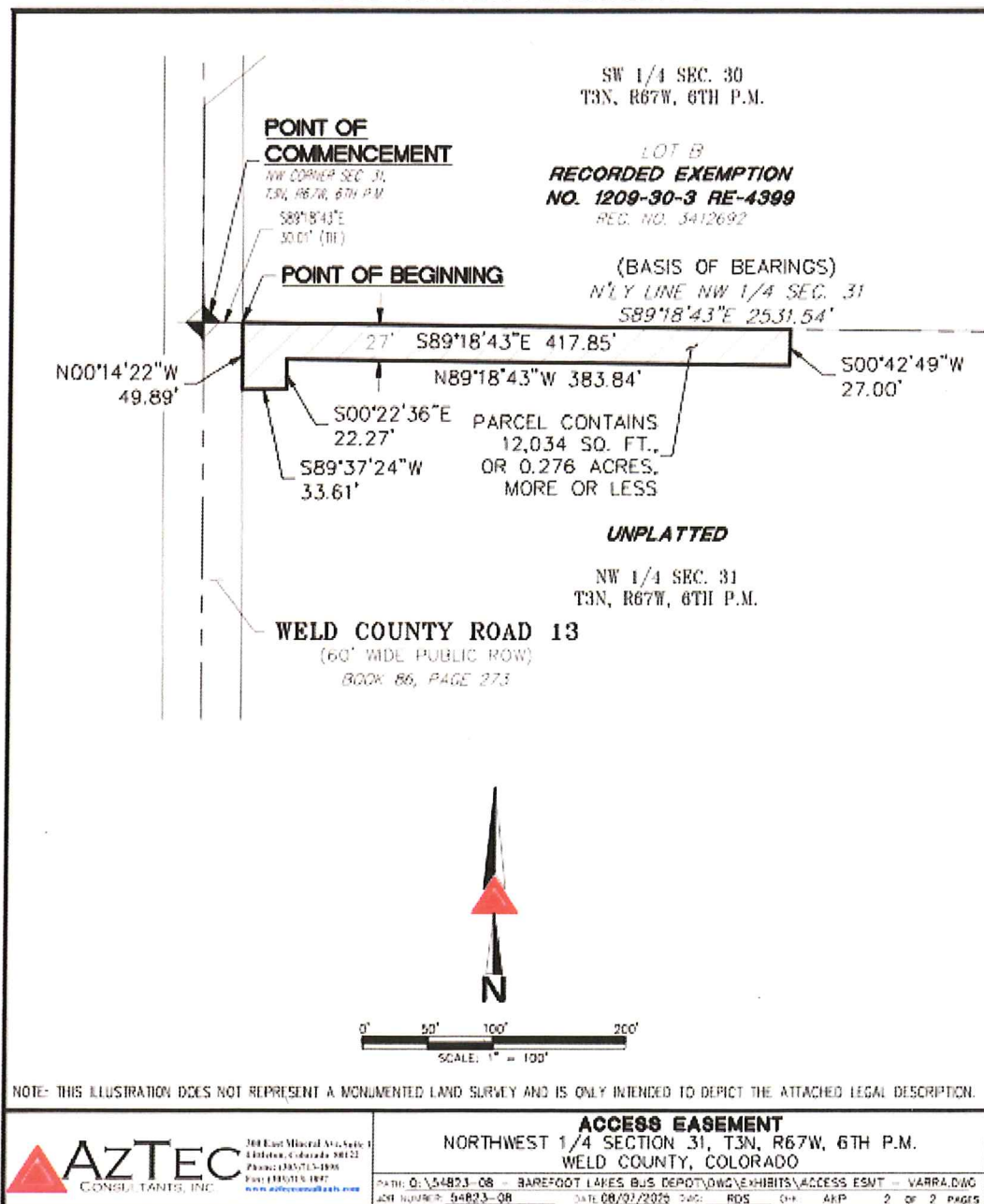
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

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ILLUSTRATION TO EXHIBIT B



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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: May 20, 2026

Initiated By: Eli Betz

Department: Engineering & Utilities

AGENDA ITEM

Resolution 26-37: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A-1 CHIPSEAL COMPANY PERTAINING TO STREET RESURFACING

RECOMMENDATION

Staff recommends that the Board approve Resolution 26-37, a resolution approving the construction contract between the Town of Firestone and A1 Chipseal for the maintenance of pavement by crack and chip sealing.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 26-37.

Approval with Conditions: The Board moves to approve Resolution 26-37, listing the Board's conditions.

Denial: The Board moves to deny Resolution 26-37.

No Action: The Board provides staff with specific instructions to modify Resolution 26-37 and return at a future date.

SUMMARY

Approval of the proposed Resolution will approve a construction contract between the Town of Firestone and A1 Chipseal Company for the 2026 Crack and Chip Sealing Pavement Maintenance Project.

Road maintenance projects are essential for maintaining road infrastructure because they prevent the degradation of road quality. Over time, traffic, weather, and environmental factors cause wear and damage, leading to cracks, potholes, and reduced safety. Sealing prevents deterioration, extends the lifespan of the roadway, and reduces the need for more costly full reconstructions in the future.

The Town advertised the 2026 Street Maintenance Program - Crack and Chip Seal Project in a Request for Bids issued in April 2026. Only one bid was received and three companies attended the mandatory pre-bid.

The list of the roads to be chip sealed with this project are:

- Birch St (CR 11) ~ 0.49 miles: From Sable Ave south to Town Limits
- CR 26 ~ 0.93 miles: CR5 to the driveway connecting to the curve on CR 7

The list of the roads to be crack sealed with this project are:

- CR 9.5/I-25 Frontage Road ~ 1.31 miles: All asphalt portions (Bridge N. to Ronald Reagan)
- CR 9.5/I-25 Frontage Road ~ 1.02 miles: All concrete portions
- CR 19 ~ 6.04 miles: SH66 to CR 18

- CR 26 ~ 0.98 miles: East of Colorado/Colorado Blvd to Frontier St

FINANCIAL CONSIDERATIONS

The contract amount is for \$1,087,026.60. The Board approved the 2026 Budget and Capital Improvement Program (CIP), which included \$2,220,460.00 for Street Maintenance.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2026 Budget and Capital Improvement Program (CIP), which included projects for Street Maintenance Projects.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-37 2026 Street Maintenance Crack and Chip Seal - R050526
2. Crack and Chip Seal RFB (S2026-9267) - Construction Contract - Contractor Executed
3. Crack and Chip Seal Vicinity Map

RESOLUTION NO. 26-37

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A-1 CHIPSEAL COMPANY AND ROCKY MOUNTAIN PAVMENT PERTAINING TO STREET RESURFACING

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services for the 2026 Street Maintenance Program – Crack and Chip Seal Project (the “Project”); and

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

WHEREAS, Town Staff has evaluated the bids timely submitted in response to the IFB against the specific selection criteria set forth in the IFB, and has determined that A-1 Chipseal Company and Rocky Mountain Pavement (“A-1”) is the most responsible, responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, Town Staff recommends that A-1 be selected to provide the Project services as the successful bidder, in addition to having the expertise, qualifications, and experience to perform the work and duties required for the Project, and recommends to Town Board of Trustees (“Board”) that the Town enter into a construction contract with A-1 to provide the construction services and perform the work as described in Construction Contract, attached hereto as **Exhibit A**.

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

Section 1. The Town Board selects and awards A-1 as the successful Bidder for the Project.

Section 2. The Construction Contract between the Town of Firestone and A-1 Chipseal Company and Rocky Mountain Pavement is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Construction Contract on behalf of the Town.

Section 3. The Interim Town Manager is authorized to approve, sign, execute, and deliver change orders on behalf of the Town as may be necessary to complete the Project or perform under the Contract, provided that the cumulative total of all approved change orders does not exceed \$150,000. Any change order that would cause the cumulative total of all change orders to exceed \$150,000 shall require approval by the Town Board, and all subsequent change orders shall also require Town Board approval.

PASSED AND ADOPTED this ____ day of _____, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[A-1 Chipseal Company Construction Contract]

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 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" or the "Owner"), and **A-1 Chipseal Company**, an independent contractor with a principal place of business at 2505 E 74th St, Denver, Colorado 80229 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **2026 Street Maintenance Program – Crack and Chip Seal (S2026-9267)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$1,097,026.60** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

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- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor

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

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

X. INDEMNIFICATION

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

XI. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:

-
1. Exhibit A: Scope of Work
 2. Exhibit B: Location Maps
- B. Performance Bond and Labor & Material Payment Bond.
- C. Notice of Award.
- D. Notice to Proceed.
- E. "Specifications" bearing the title: Firestone Design Standards and Specifications for Public Improvements, 2025 Edition.
- F. Addendum numbers:
1. Addendum #1: Addendum #1 – Crack and Chip Seal (S2026-9267).
- G. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.
- H. Security Addendum

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

XII. CHANGE ORDERS

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

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

-
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.
- K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Granados Luna, CMC

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

A-1 CHIPSEAL COMPANY

By:

Josh Krueger, Vice President

STATE OF COLORADO)

) ss.

COUNTY OF Adams)



The foregoing instrument was subscribed, sworn to and acknowledged before me this 11 day of May, 2026 by Josh Krueger as Vice President of A-1 Chipseal Co.

My commission expires: 3/11/2028

(SEAL)

Gillian Reid
Notary Public

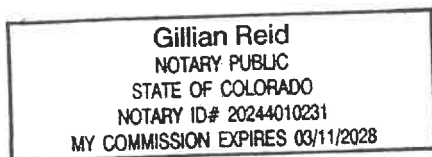


EXHIBIT A: SCOPE OF WORK

Contractor's Duties

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

Contractor's Deliverables:

The work will consist of Crack Sealing and Chip Sealing on Arterial and Collector Streets, including traffic control, preparation of road surfacing, patching, surface treatment, fog seal, striping, preformed pavement markings and restoration as needed. Street sweeping and resident information will also be required including the placement of message boards at the start and stop of roadways to be resurfaced and publicly held neighborhood meetings as agreed upon. The Town of Firestone will require 24-hour a day contact(s) throughout the duration of the project and work with Town staff to address safety sensitive issues and residents' concerns in a timely manner.

List of the roads to be chip sealed and approximate lengths:

- Birch St (CR 11) ~ 0.49 miles: From Sable Ave south to Town Limits
- CR 26 ~ 0.93 miles: CR5 to the driveway connecting to the curve on CR 7

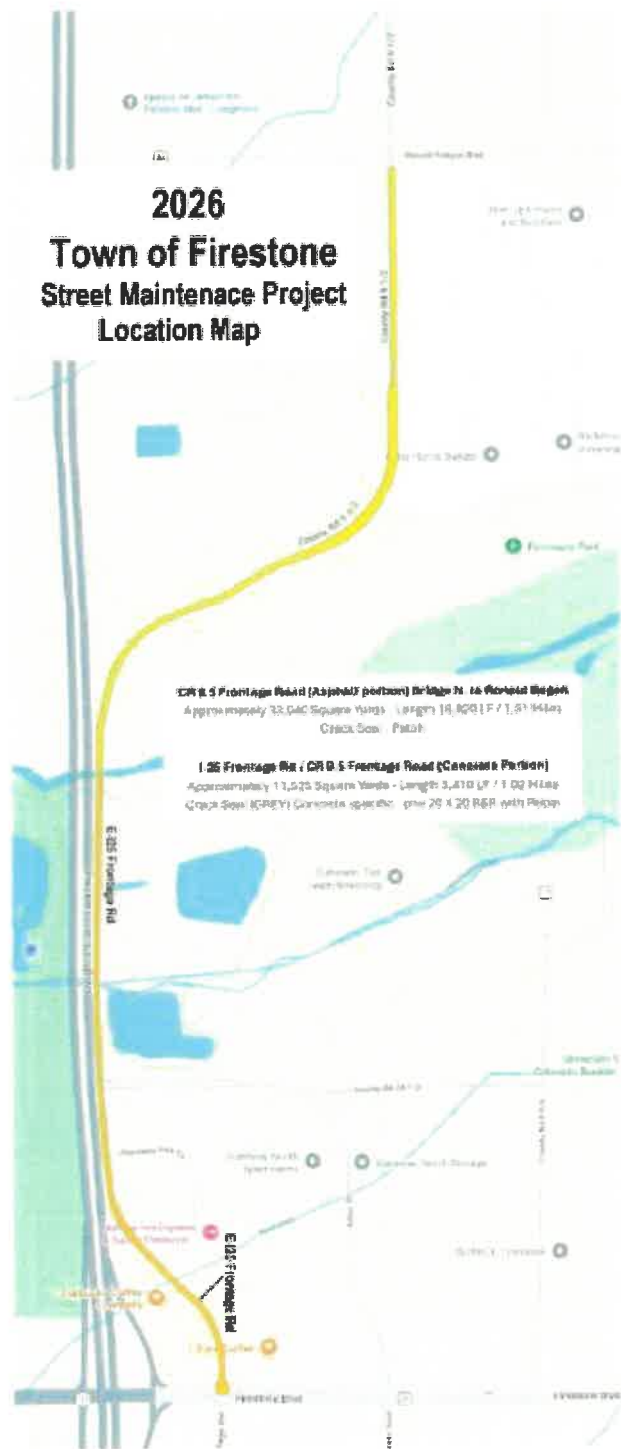
List of the roads to be crack sealed and approximate lengths:

- CR 9.5/I-25 Frontage Road ~ 1.31 miles: All asphalt portions (Bridge N. to Ronald Reagan)
- CR 9.5/I-25 Frontage Road ~ 1.02 miles: All concrete portions
- CR 19 ~ 6.04 miles: SH66 to CR 18
- CR 26 ~ 0.98 miles: East of Colorado/Colorado Blvd to Frontier St

- Contractor shall Complete the above-stated projects.
- Contractor shall Restripe roadway and intersections where applicable.
- Contractor shall Reinstall all Preformed thermoplastic markings where applicable.
- Work to start no later than 6/1/2026, weather permitting. Substantial completion is expected in 90 days, and full completion is expected in 120.
- The contractor shall provide and maintain all traffic control devices and measures for the project.
- Contractor is responsible for all resident notifications in advance of work starting. All notifications shall be submitted to the Town for review prior to issuance. This includes:
 - No Parking Restrictions
 - Door knockers
 - Neighborhood Informational Meetings

-
- **Variable Message Boards (VMB's)**
 - **All Towns Standards and Specifications are to be followed to include the procedures outlined in the Town's Street, Curb, and Gutter Maintenance/Replacement SOP to ensure stormwater compliance, including installation and maintenance of stormwater control measures.**
[https://www.firestoneco.gov/DocumentCenter/View/6348/Section-500--- Roadway--Asphalt-Design?bidId](https://www.firestoneco.gov/DocumentCenter/View/6348/Section-500---Roadway--Asphalt-Design?bidId)
 - **Contractor shall be responsible for all geotechnical services per Towns Standards and Specifications.**
 - **Sweeping shall be performed as needed, during and following the project and at the direction of the Town.**
 - **The Contractor shall adjust all utility appurtenances, including but not limited to manhole rims, valve boxes, and meter boxes, to match the final grade of the new pavement. This work shall be performed in accordance with Town standards and specifications, ensuring that all adjustments are completed prior to the commencement of resurfacing operations. The cost for adjusting these utility appurtenances shall be considered incidental to the street paving work, and no additional compensation will be provided.**
 - **Contractor shall be responsible for obtaining all permits (ROW permits from all relevant jurisdictions, Special Use Permits, CDOT Maintenance Areas, etc.) that would be required to perform the work stated herein.**

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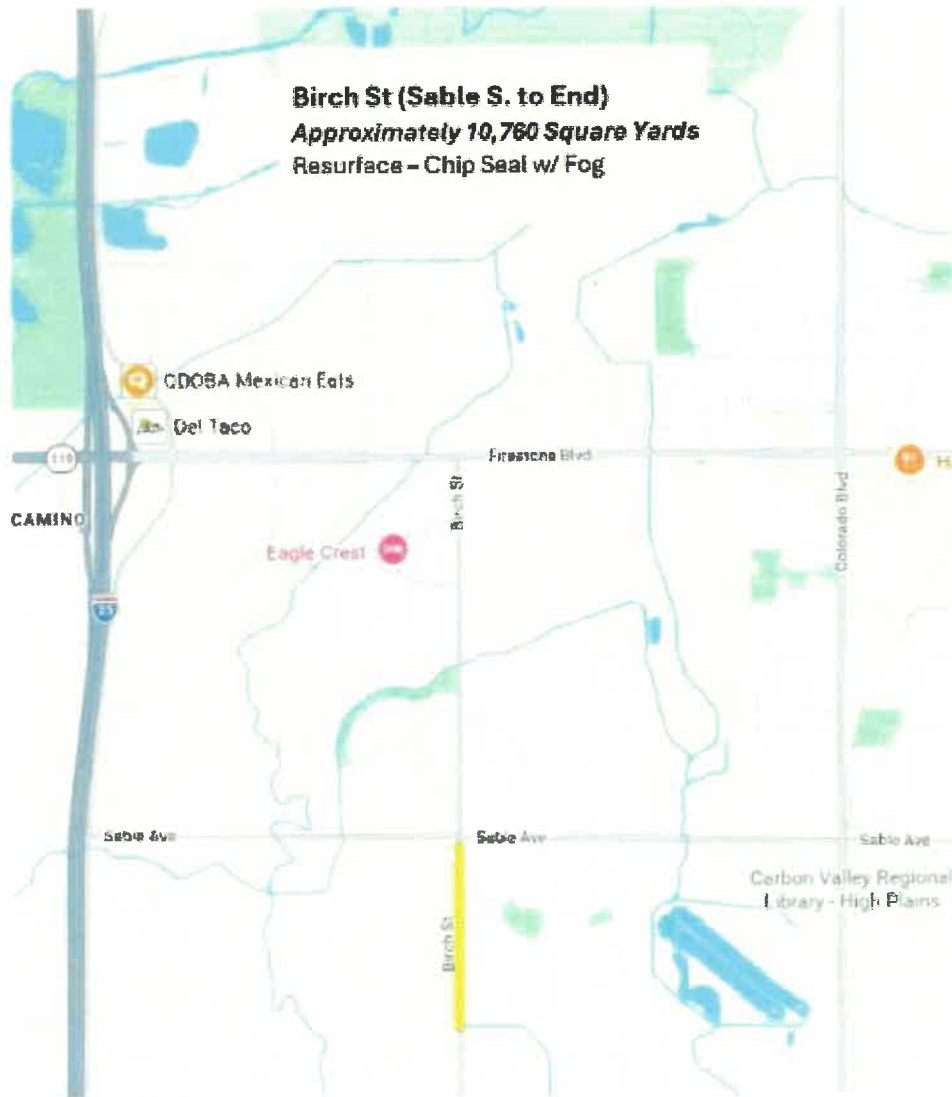


2026

Town of Firestone

Street Maintenance Project

Location Map

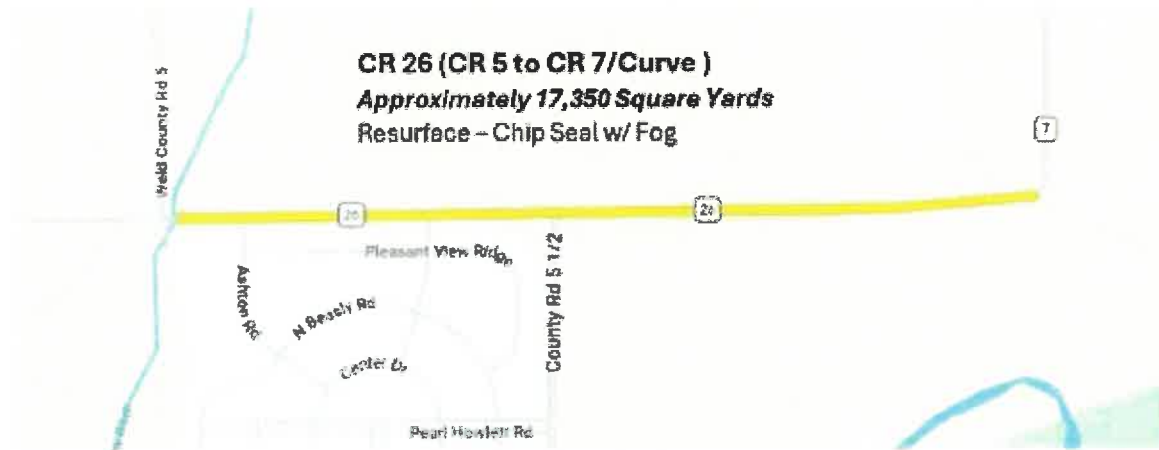


2026

Town of Firestone

Street Maintenance Project

Location Map



2026

Town of Firestone

Street Maintenance Project

Location Map

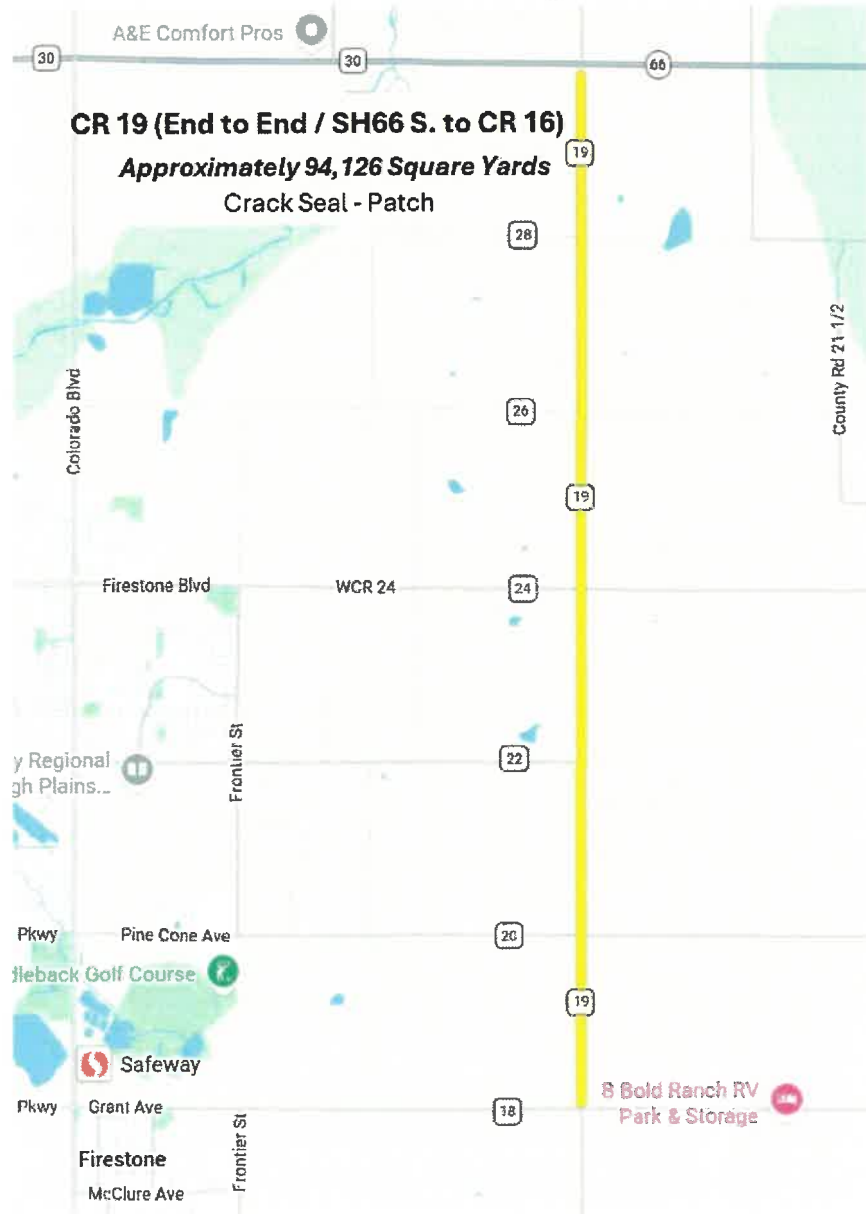
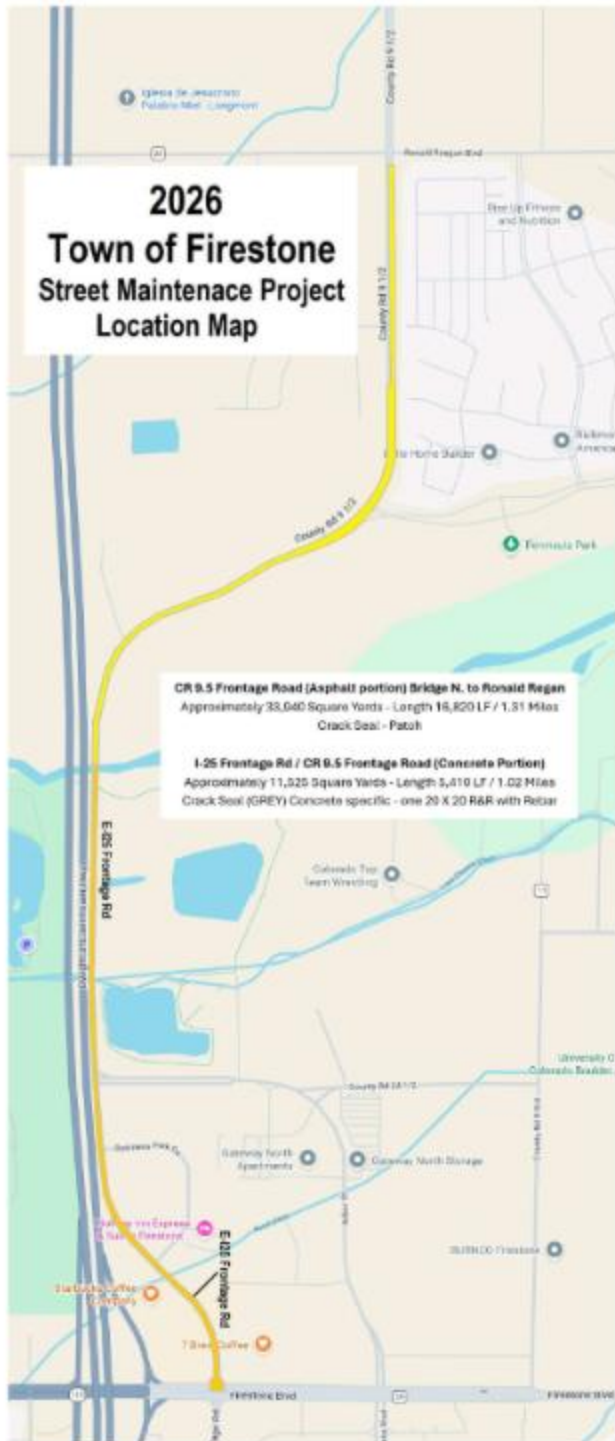


EXHIBIT B: LOCATION MAPS

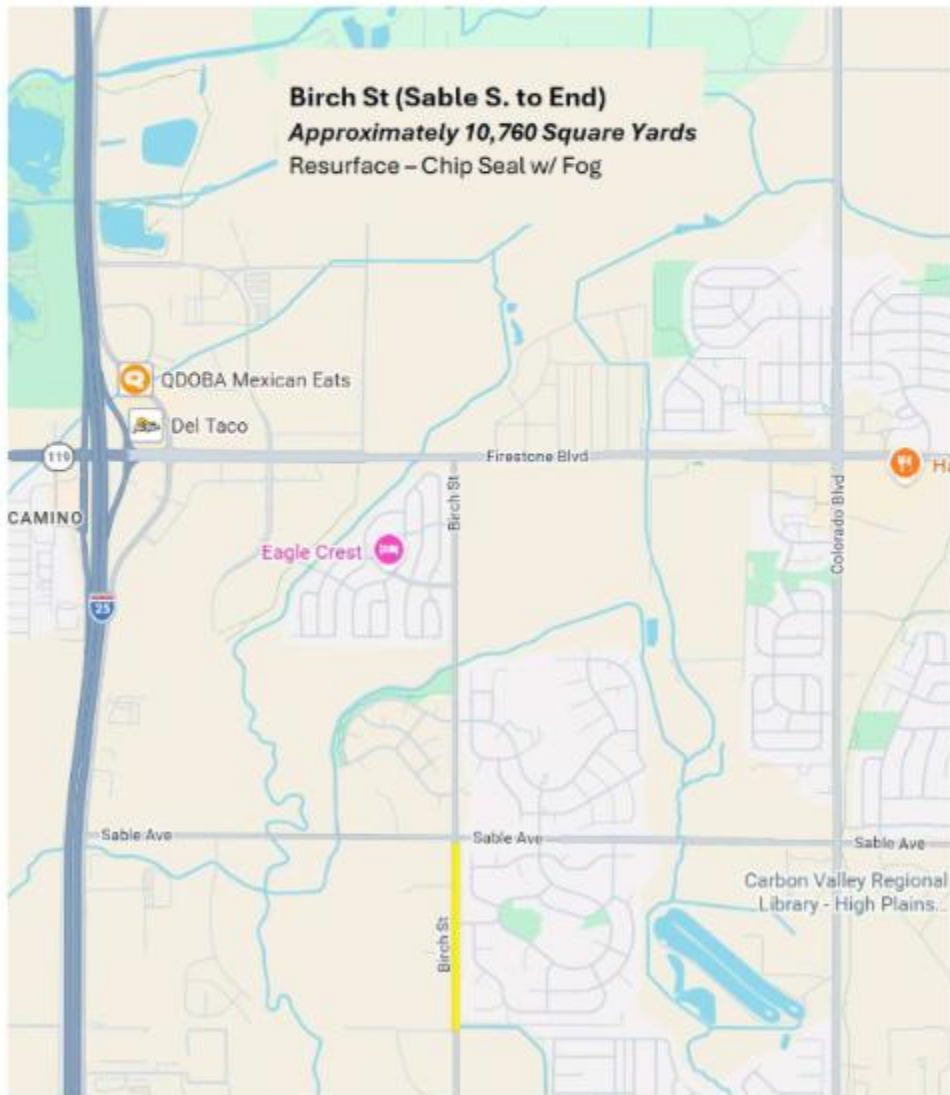


2026

Town of Firestone

Street Maintenance Project

Location Map

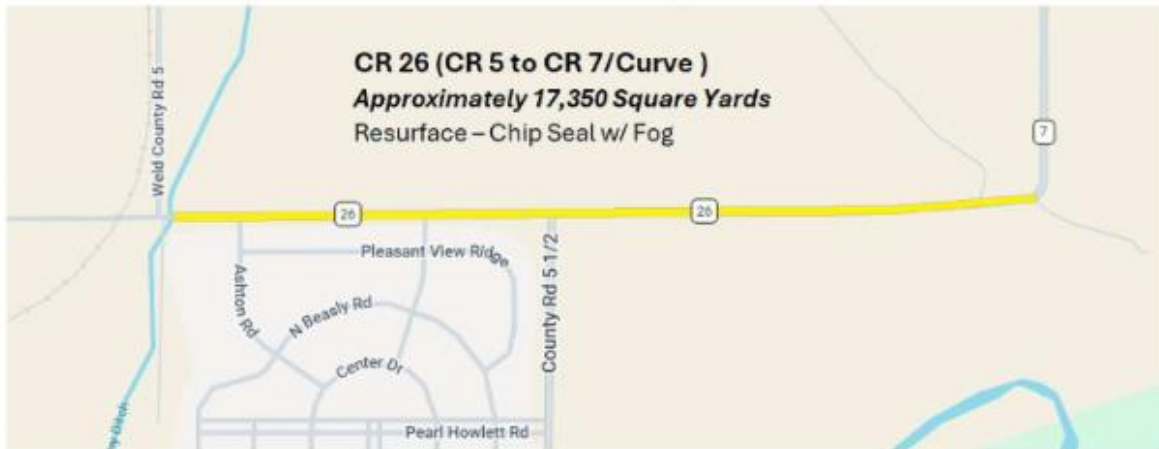


2026

Town of Firestone

Street Maintenance Project

Location Map

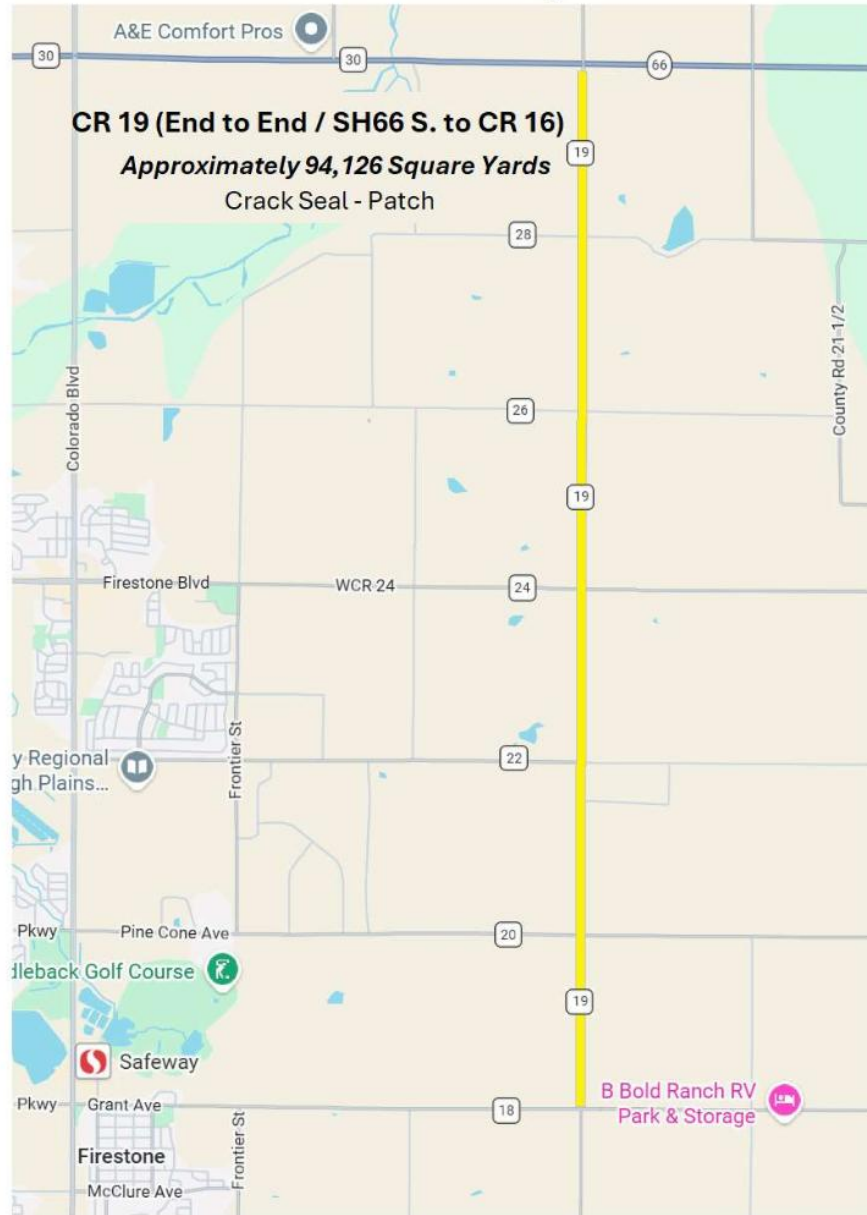


2026

Town of Firestone

Street Maintenance Project

Location Map



AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.g

Consent Agenda

Meeting Date: May 20, 2026

Initiated By: Eli Betz

Department: Engineering & Utilities

AGENDA ITEM

Resolution 26-38: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND WESTERN PLAINS CONSTRUCTION PERTAINING TO STREET MILLING AND OVERLAY

RECOMMENDATION

Staff recommends that the Board approve Resolution 26-38, a resolution approving the construction contract between the Town of Firestone and Western Plains Construction for the maintenance of pavement by milling and overlaying.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 26-38.

Approval with Conditions: The Board moves to approve Resolution 26-38, listing the Board's conditions.

Denial: The Board moves to deny Resolution 26-38.

No Action: The Board provides staff with specific instructions to modify Resolution 26-38 and return at a future date.

SUMMARY

Approval of the proposed Resolution will approve a construction contract between the Town of Firestone and Western Plains Construction for the 2026 Street Maintenance Program - Mill and Overlay.

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

The Town advertised the 2026 Street Maintenance Program - Mill and Overlay in a Request for Bids issued in April 2025. The Town received four bids, and after reviewing the bids, staff determined Western Plains Construction to be the lowest responsible bidder.

The list of the roads to be milled and overlaid with this project are:

- Firestone Blvd ~ 0.72 mile: Frontage Road to Birch St
- Jake Jabs Blvd ~ .36 mile: Firestone Blvd south to end

FINANCIAL CONSIDERATIONS

The contract amount is for \$775,395. The Board approved the 2026 Budget and Capital Improvement Program (CIP), which included \$2,220,460 for Street Maintenance.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2026 Budget and Capital Improvement Program (CIP), which included projects for Street Maintenance Projects.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-38 2026 Street Maintenance Mill and Overlay - R050526
2. Mill and Overlay RFB (S2026-9266) Construction Contract - Contractor Executed
3. Mill and Overlay Vicinity Map

RESOLUTION NO. 26-38

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND WESTERN PLAINS CONSTRUCTION PERTAINING TO STREET MILLING AND OVERLAY

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services for the 2026 Street Maintenance Program - Mill and Overlay Project (the “Project”); and

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

WHEREAS, Town Staff has evaluated the bids timely submitted in response to the IFB against the specific selection criteria set forth in the IFB, and has determined that Western Plains Construction (“WPC”) is the most responsible, responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, Town Staff recommends that WPC be selected to provide the Project services as the successful bidder, in addition to having the expertise, qualifications, and experience to perform the work and duties required for the Project, and recommends to Town Board of Trustees (“Board”) that the Town enter into a construction contract with WPC to provide the construction services and perform the work as described in Construction Contract, attached hereto as **Exhibit A**.

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

Section 1. The Town Board selects and awards WPC as the successful Bidder for the Project.

Section 2. The Construction Contract between the Town of Firestone and Western Plains Construction is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Construction Contract on behalf of the Town.

Section 3. The Interim Town Manager is authorized to approve, sign, execute, and deliver change orders on behalf of the Town as may be necessary to complete the Project or perform under the Contract, provided that the cumulative total of all approved change orders does not exceed \$150,000. Any change order that would cause the cumulative total of all change orders to exceed \$150,000 shall require approval by the Town Board, and all subsequent change orders shall also require Town Board approval.

PASSED AND ADOPTED this ____ day of _____, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[WPC Construction Contract]

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 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" or the "Owner"), and **Western Plains Construction, LLC**, an independent contractor with a principal place of business at 8134 Conifer Road, Denver, Colorado 80221 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **2026 Street Maintenance Program – Mill and Overlay (S2026-9266)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$775,395.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

-
- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor

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

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

X. INDEMNIFICATION

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

XI. CONTRACT DOCUMENTS

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

-
- A. Exhibit to this Construction Contract:
 - 1. Exhibit A: Scope of Work
 - 2. Exhibit B: Location Maps
 - B. Performance Bond and Labor & Material Payment Bond.
 - C. Notice of Award.
 - D. Notice to Proceed.
 - E. "Specifications" bearing the title: Firestone Design Standards and Specifications for Public Improvements, 2025 Edition.
 - F. Addendum numbers:
 - 1. Addendum #1: Addendum #1 – Mill and Overlay RFB (S2026-9266).
 - G. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.
 - H. Security Addendum

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

XII. CHANGE ORDERS

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

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.
- K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Granados Luna, CMC

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

WESTERN PLAINS CONSTRUCTION

By: *Jesus Gutierrez*
Jesus Gutierrez Miranda, Managing Member

STATE OF COLORADO)

) ss.

COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12th day of
May, 2026 by Jesus Gutierrez Miranda as Managing Member of
Western Plains Construction LLC.

My commission expires: March 17th, 2027

(S E A L)

Bryan Sanchez
Notary Public Bryan Sanchez Espinoza

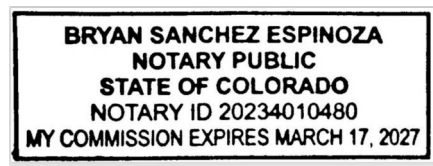


EXHIBIT A: SCOPE OF WORK

Contractor's Duties

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

Contractor's Deliverables:

The work will consist of milling and overlaying asphalt pavement on Arterial Streets, including traffic control, preparation of road surfacing, patching, milling, tack coating, overlaying, striping, installing preformed pavement markings and restoration as needed. Street sweeping and resident information will also be required including the placement of message boards at the start and stop of roadways to be resurfaced and publicly held neighborhood meetings as agreed upon. The Town of Firestone will require 24-hour a day contact(s) throughout the duration of the project and work with Town staff to address safety sensitive issues and residents' concerns in a timely manner.

List of the roads to be milled and overlayed and approximate lengths:

- Firestone Blvd ~ 0.72 mile: Frontage Road to Birch St
 - Jake Jabs Blvd ~ .36 mile: Firestone Blvd south to end
-
- Contractor shall Complete the above-stated projects.
 - Contractor shall Restripe roadway and intersections where applicable.
 - Contractor shall Reinstall all Preformed thermoplastic markings where applicable.
 - Work to start no later than 6/1/2026, weather permitting. Substantial completion is expected in 90 days, and full completion is expected in 120.
 - The contractor shall provide and maintain all traffic control devices and measures for the project.
 - Contractor is responsible for all resident notifications in advance of work starting. All notifications shall be submitted to the Town for review prior to issuance. This includes:
 - No Parking Restrictions
 - Door knockers
 - Neighborhood Informational Meetings
 - Variable Message Boards (VMB's)
 - All Towns Standards and Specifications are to be followed to include the procedures outlined in the Town's Street, Curb, and Gutter Maintenance/Replacement SOP to ensure stormwater compliance, including installation and maintenance of stormwater control measures.

- Contractor shall be responsible for all geotechnical services per Towns Standards and Specifications.
- Sweeping shall be performed as needed, during and following the project and at the direction of the Town.
- The Contractor shall adjust all utility appurtenances, including but not limited to manhole rims, valve boxes, and meter boxes, to match the final grade of the new pavement. This work shall be performed in accordance with Town standards and specifications, ensuring that all adjustments are completed prior to the commencement of resurfacing operations. The cost for adjusting these utility appurtenances shall be considered incidental to the street paving work, and no additional compensation will be provided.
- Contractor shall be responsible for obtaining all permits (ROW permits from all relevant jurisdictions, Special Use Permits, CDOT Maintenance Areas, etc.) that would be required to perform the work stated herein.

EXHIBIT B: LOCATION MAP

2026
Town of Firestone
Street Maintenance Project
Location Map

Firestone Blvd (Frontage Road to Birch)

Approximately 33,577 Square Yards

- opt 1 Mill and Overlay – 2" Mill and Overlay
- opt 2 Mill and Overlay – 1.5" Mill and Overlay

Jake Jabs Blvd (Firestone Blvd S. to End)

Approximately 13,635 Square Yards

- opt 1 Mill and Overlay – 2" Mill and Overlay
- opt 2 Mill and Overlay – 1.5" Mill and Overlay

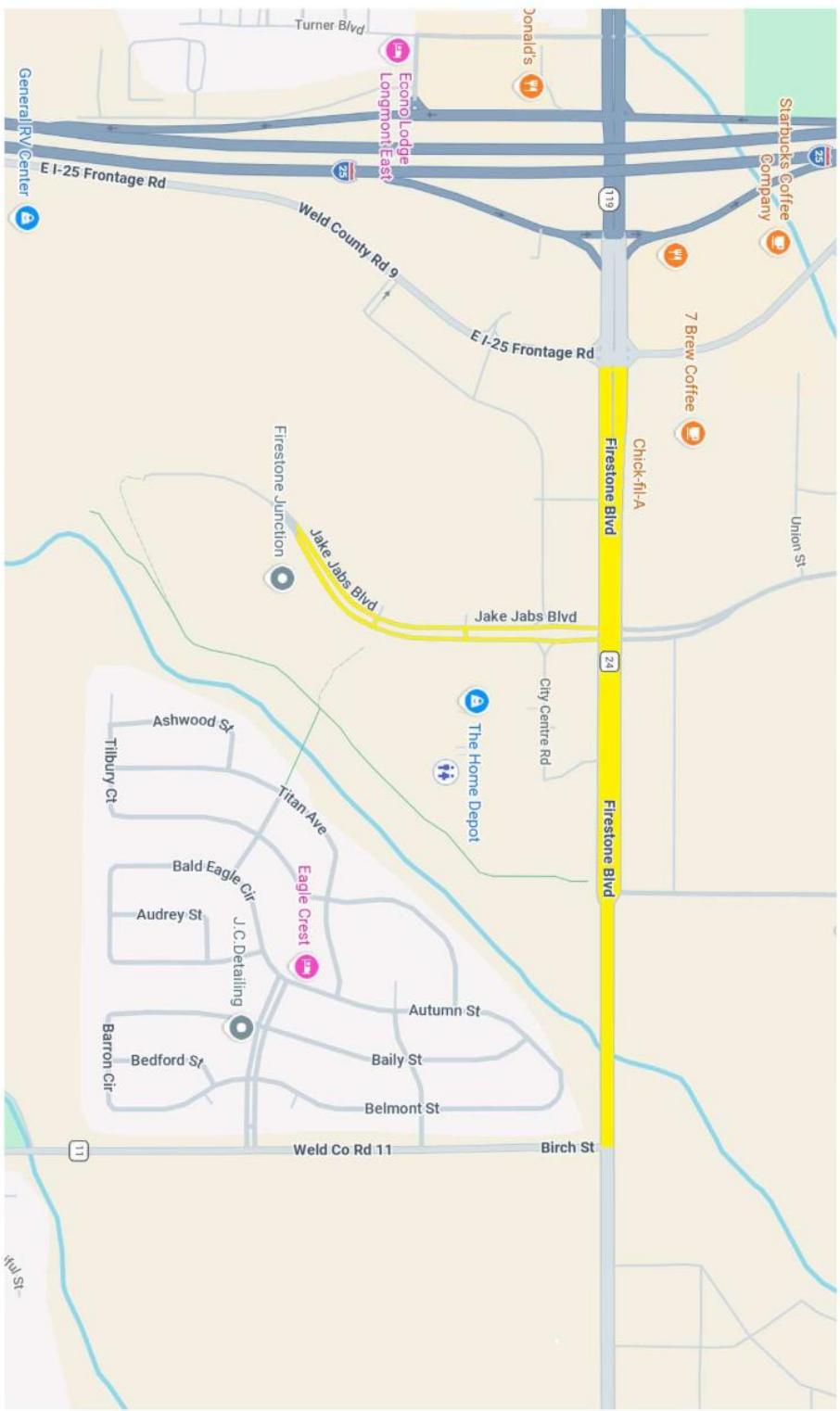


EXHIBIT B: LOCATION MAP

2026
Town of Firestone
Street Maintenance Project
Location Map

Firestone Blvd (Frontage Road to Birch)

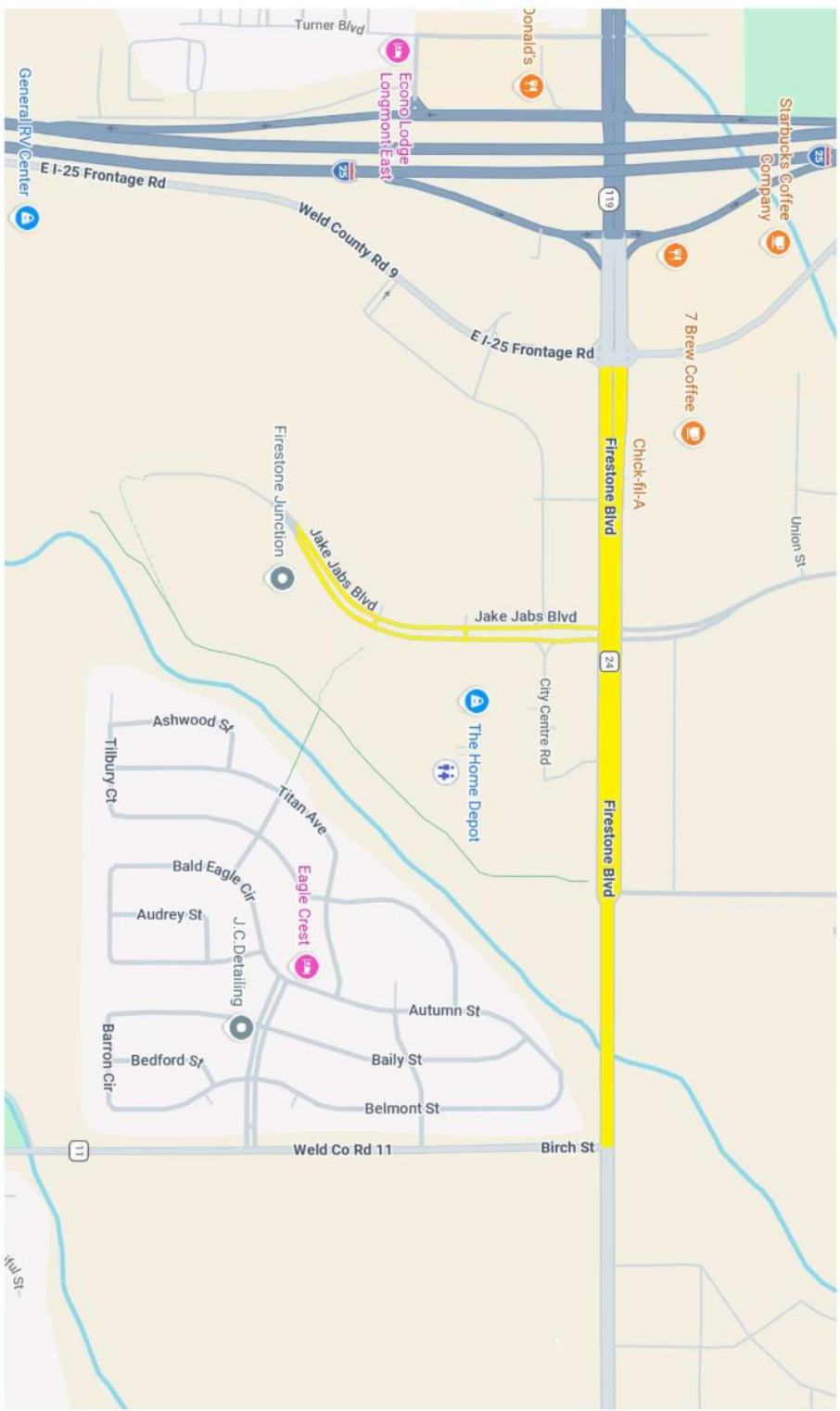
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Jake Jabs Blvd (Firestone Blvd S. to End)

Approximately 13,635 Square Yards

- opt 1 Mill and Overlay – 2" Mill and Overlay
- opt 2 Mill and Overlay – 1.5" Mill and Overlay



**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.h

Consent Agenda

Meeting Date: May 20, 2026

Initiated By: Kiran Bhusal

Department: Engineering & Utilities

AGENDA ITEM

Resolution 26-42: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENTS TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS FROM H&J PROPERTY, LLC AND 6856 CR 26, LLC NECESSARY TO CONSTRUCT THE WELD COUNTY ROAD 26 BRIDGE REPLACEMENT PROJECT

RECOMMENDATION

Staff recommends that the Board approve Resolution 26-42, a resolution approving agreements to acquire certain real property interests from H&J Property, LLC, and 6856, LLC, necessary to construct the Weld County Road 26 bridge replacement project.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution 26-42.

Approval with Conditions: The Board moves to approve the Resolution 26-42, listing the Board's conditions.

Denial: The Board moves to deny the Resolution 26-42.

No Action: The Board provides staff with specific instructions to modify the Resolution 26-42 and return at a future date.

SUMMARY

Approval of the proposed resolution will authorize the acquisition of additional right-of-way (ROW) needed for the Weld County Road 26 (WCR 26) bridge replacement project over Last Chance Ditch from adjacent properties owned by H&J Property LLC and 6856 CR26 LLC.

In March 2022, the bridge was inspected by the Colorado Department of Transportation (CDOT) and received a condition rating of "Fair". Based on the bridge's condition, maintenance needs, and long-term serviceability, the Town determined replacement is the most practical long-term solution. In December 2023, the Town contracted with Short Elliott Hendrickson Inc. (SEH) to complete the project design.

During design, it was identified that additional ROW would be necessary due to the limited ability to construct the improvements within the existing public ROW. The additional ROW will allow for safe bridge construction, roadway alignment improvements, grading and drainage improvements, and incorporation of the Town's future collector roadway section along WCR 26. Completion of the ROW acquisition process is also necessary to satisfy CDOT clearance requirements and obtain authorization to advertise and bid on the project for construction.

The Town negotiated acquisition terms with both property owners and reached an agreed compensation amount of \$25,000 per property owner, consistent with prior utility easement acquisitions in the area.

Once the ROW acquisition work is completed and all required approvals are received, the Town anticipates beginning construction in November 2026 to align with the ditch water schedule and minimize impacts on ditch operations.

FINANCIAL CONSIDERATIONS

The total compensation amount for the required ROW acquisition is \$50,000. Sufficient funds were budgeted in the 2026 CIP budgets.

HISTORY AND PREVIOUS BOARD ACTION

In October 2023, the Town applied for the CDOT Off-System Bridge Program Grant for the construction phase of the bridge replacement located at Weld County Road 26 (WCR 26) and Last Chance Ditch. In December 2023, CDOT's Special Highway Committee awarded the Town a grant of \$1,797,406.00. This grant includes \$1,437,925.00 in federal funds with a \$359,481.00 local match (80/20 split) to be used for the completion of the construction phase of the bridge replacement project.

In December 2023, the board approved the Short Elliott Hendrickson Inc. (SEH) design contract for professional services necessary to design and deliver complete Construction Documents.

In March 2024, the Board approved an IGA (Intergovernmental Agreement) between CDOT and the Town of Firestone to define the project scope, project responsibilities, detailed funding amounts, and payment obligations.

In October 2025, the Board approved an agreement with Last Chance Ditch Company for the replacement of the Weld County Road 26 bridge over Last Chance Ditch.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-42 WCR 26 Bridge Replacement MOAs - R050826
2. Signed Agreement Forms - 6856 CR 26
3. Signed Agreement Forms - H&J

RESOLUTION NO. 26-42

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENTS TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS FROM H&J PROPERTY, LLC AND 6856 CR 26, LLC NECESSARY TO CONSTRUCT THE WELD COUNTY ROAD 26 BRIDGE REPLACEMENT PROJECT

WHEREAS, the Town of Firestone (“Town”) is constructing the Weld County Road 26 Bridge Replacement Project (the “Project”); and

WHEREAS, to facilitate the Project, it is necessary for the Town to acquire fee title (“Property Rights”) to two parcels of land located on both the north and south side of Weld County Road 26 from way, which are owned by H&J Property, LLC and 6856 CR 26, LLC, respectively (“Owners”), each as more particularly described in Exhibits A and B, attached hereto and incorporated herein by this reference; and

WHEREAS, Town Staff and their right-of-way acquisition consultants for the Project have negotiated in good faith for the acquisition of the Property Rights from the Owners, including without limitation, establishing the just compensation to be paid for the Property Rights in compliance with applicable law and other terms and conditions upon which the Owners will convey the Property Rights to the Town, as more particularly described in the Memoranda of Agreement, attached hereto as **Exhibits A and B** and incorporated herein by this reference; and

WHEREAS, the Town Board of Trustees (“Board”) finds and determines that the Project enhances the public health, safety and welfare of the community by providing improved transportation infrastructure; and

WHEREAS, the Town Board further finds and determines that the timely acquisition of the Property Rights is desirable and necessary for the completion of the Project, and is essential to protect and preserve the health, safety, welfare and convenience of the Town’s community; and

WHEREAS, the Town Board further finds and determines there is a public need and necessity for obtaining possession of and acquiring the Property Rights; and

WHEREAS, the Town Board desires to approve the Memoranda of Agreement, as it is in the Town’s best interests.

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

Section 1. The Town Board (a) approves the Memorandum of Agreement between the Town of Firestone and H&J Property, LLC in substantially the same form as the copy attached hereto as Exhibit A and made a part of this Resolution; (b) authorizes the Interim Town Manager to execute the Memorandum of Agreement on behalf of the Town; and (c) ratifies the prior actions of the Town Staff and their acquisition consultants in negotiating such Memorandum of Agreement on behalf of the Town.

Section 2. The Town Board (a) approves the Memorandum of Agreement between the Town of Firestone and 6856 CR 26, LLC in substantially the same form as the copy attached hereto as Exhibit B and made a part of this Resolution; (b) authorizes the Interim Town Manager to

execute the Memorandum of Agreement on behalf of the Town; and (c) ratifies the prior actions of the Town Staff and their acquisition consultants in negotiating such Memorandum of Agreement on behalf of the Town.

Section 3. The Interim Town Manager, or such person's designee, is authorized to hereafter amend the terms, conditions or legal description of, or to clarify the nature and extent of, the Property Rights to be acquired, and the Interim Town Manager is authorized to execute such amendment documents to the Memoranda of Agreement to effectuate such modifications. However, amendments to the Memoranda of Agreement that significantly impact the substance of the transaction, such as increasing the just compensation to be paid for the Property Rights, shall require Town Board approval.

Section 4. The Interim Town Manager is authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Property Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Memoranda of Agreement, including without limitation, instruments of conveyance necessary or incidental to the acquisition of the Property Rights and the execution and delivery of all documents necessary or required with closing.

PASSED AND ADOPTED this ____ day of _____, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[H&J Property LLC MOA]

EXHIBIT B
[6856 CR 26 LLC MOA]

**COLORADO DEPARTMENT OF TRANSPORTATION
RECOMMENDATION FOR SETTLEMENT**

REGION:	<u>4</u>	PARCEL NO:	<u>RW-02, TE-02</u>
PROJECT NO:	<u>BRO M440-002</u>	OWNER NAME:	<u>6856 CR26 LLC</u>
PROJECT CODE:	<u>26219</u>	COUNTY:	<u>Weld</u>
LOCATION:	<u>Weld County Road 26, over Last Chance Ditch</u>	TRIAL DATE:	<u>None set</u>
DOT ATTY:	<u></u>	AG NO:	<u></u>

☒ ADMINISTRATIVE SETTLEMENT – REGION

☐ LEGAL SETTLEMENT

☐ ADMINISTRATIVE SETTLEMENT – CENTRAL OFFICE

☐ OTHER SETTLEMENT

PROPOSED SETTLEMENT AMOUNT

The amount of the proposed Settlement is:	\$ <u>25,000.00</u>
The established fair market value is:	\$ <u>1,150.00</u>
The amount of variance is:	\$ <u>23,850.00</u>

SUPPORT DATA

Owner Appraisal	\$ <u>NA</u>	Appraiser	<u></u>
Second Owner Appraisal (if Applicable)	\$ <u>NA</u>	Appraiser	<u></u>
CDOT Appraisal	\$ <u>NA</u>	Appraiser	<u></u>
Second CDOT Appraisal	\$ <u>NA</u>	Appraiser	<u></u>

Distribution: Right of Way, Central Office – Original
Acq/Relo, Central Office
Appraisal Review, Central Office
Attorney Generals Office
Region

Settlement is hereby recommended for the following reasons:

6856 CR26, LLC owns a parcel of land that consists of 33.40 total acres and is currently zoned Agricultural. Weld County seeks a total of 0.025 acres of Right-of-Way (RW-02) and 0.02 acres of temporary easement (TE-02) from the subject property.

Western States Land Services, LLC was able to perform an in house waiver valuation that concluded a unit value of \$20,908.80/acre. The permanent easements totaled \$1,000.00 and the temporary totaled \$143.21 which brought the total offer to \$1,150.00.

In negotiating with 6856 CR 26, LLC they counter offered with a value of \$25,000.00.

6856 CR26, LLC has signed the MOA at \$25,000.00 in order to reach a voluntary settlement. Settlement of this acquisition would allow the County to avoid the additional cost of specialty reports, litigation, attorney fees, court costs, and expert witness fees. I believe settlement in this matter is the most prudent course of action.

- ☐ The variance from the FAIR MARKET VALUE appears substantial and the proposed settlement cannot be justified in accordance with Federal Aid Regulations. If settlement is made as proposed, \$ _____ of the amount of VARIANCE should be taken as non-participating.

REGION APPROVAL

RECOMMEND SETTLEMENT: Neill Breuklander 5/8/2026
☒ Right of Way Specialist ☐ Trial Attorney Date

☐ **APPROVED FOR SETTLEMENT:**
☐ I concur ☐ Town of Firestone Manager/Supervisor Date

ADDITIONAL APPROVALS (as applicable)

☐ **Recommend Settlement:** _____
Right of Way Manager, Central Office Date

☐ **Approved for Settlement:** _____
Chief Engineer Date

Settlement Justification Continued:

INSTRUCTIONS FOR COMPLETION OF THE RECOMMENDATION FOR SETTLEMENT (FORM 227A)

This form is used to provide a self explanatory narrative of all considerations that support a settlement. The relevant parcel details, the factors considered in the settlement, and the reasoning used in arriving at the settlement amount must be clearly explained.

The extent of the written recommendation must be consistent with the situation, circumstances and the consideration involved. The component parts of the settlement; land, improvements, real estate damages, fees and costs, etc., must be itemized to the greatest extent possible.

Recommendations for settlement of federal aid parcels must emphasize federal participating items. The participating items to be emphasized are the factors related to the acquisition value, real estate damages, sympathy for the owner, recent adverse awards in comparable cases and other related factors. Less emphasis should be placed on saving appraisal and attorney fees. Any portion of the increase attributable to nonparticipating items must be identified or estimated and handled as nonparticipating.

PROJECT/PARCEL IDENTIFICATION: The following information can be obtained from the legal documents, appraisal, Right of Way map, and the parcel file:

Managing Region	Parcel
Project No.	Owners Name
Project Code	Attorney Generals No.
DOT Attorney	County
Trial Date	Defense Attorney

TYPE OF SETTLEMENT: Identify the settlement type; Administrative Settlement, Legal Settlement, Offer of Judgment or other settlement.

RECOMMENDED SETTLEMENT: Each component part of the settlement must be itemized to the greatest extent possible. For all inclusive settlement, if the actual amount attributed to each component cannot be documented, the negotiator must estimate a reasonable amount for each appropriate component based on all available information for the parcel and known amounts for similar parcels previously settled.

SUPPORT DATA: Any appraisal documentation or claims that have been provided by the Department or the owner must be identified in this section.

SETTLEMENT JUSTIFICATION: provide a detailed explanation of why the settlement is recommended. The settlement justification must address specific details of the parcel and the basis of the counteroffer, including the following criteria set forth in Section 3.13.20 of the Right of Way Manual, Chapter 3, which support the settlement as being reasonable, prudent, and in the best public interest:

- Information contained in all available appraisals reports, including those of the owner;
- Substantial differences of opinion regarding valuation issues;
- Complexity of severance or other issues leading to uncertainty in value;
- Handling of legal issues in approved appraisals;
- Consideration of time to anticipated title transfer date;
- Credibility of expert witnesses;
- Likelihood of jury sympathy for the owner;
- Possibility of obtaining an unbiased jury;
- Recent court awards for eminent domain takings;
- Potential cost of litigation; and
- Other relevant information.

If the settlement includes a non-monetary benefit, an explanation and quantification of the benefit must be included. Fees and costs must be supported and be based on the requirements of Section 4.4.27 of the Right of Way Manual, Chapter 4.

RECOMMENDATION AND APPROVAL: This section requires the signatures of the specialist or trial attorney recommending the settlement, concurrence and approval by the Region Right of Way Manager, as applicable, for settlements at the Region level. Settlements outside Region authority require recommendation of the Right of Way Manager in the Central Office and the Chief Engineer's approval. Approval authority must be granted in accordance with Section 4.4.27 of the Right of Way Manual, Chapter 4.

TOWN OF FIRESTONE MEMORANDUM OF AGREEMENT	Project Code: 26219		Parcel No: RW-02, TE-02	
	Project No: BRO M440-002			
	Location: Weld County Road 26, over Last Chance Ditch			
	County: Weld		State Highway No: N/A	

This agreement made on _____, 2026, is between the Town of Firestone, Colorado ("TOWN"), its successors and assigns, for the purchase of the parcel(s) listed above from the

Owner(s) **6856 CR26 LLC, a Colorado Limited Liability Company** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Description	Item Amt	Total Amt
Land (described in attached exhibits) RW-02	1,096 Sq.ft. ☒ /acres ☐	\$1,000.00
Permanent and Slope Easements	Sq.ft. ☐ /acres ☐	\$
Temporary Easements (described in attached exhibits) TE-02	1,053 Sq.ft. ☒ /acres ☐	\$143.21
Improvements:	\$	\$
Damages:	\$	\$
Total Fair Market Value / Just Compensation	\$1,150.00 (R)	\$1,150.00 (R)
Less Credit	\$	\$
Total Offer Amount	\$1,150.00 \$25,000	

Other conditions: *LN*

1. The Temporary Easement(s) described on the attached Exhibit(s) A is for the purpose of installation of a bridge and related improvements. Further, it is understood and agreed between the parties that:
 - a. The Temporary Easement(s) shall commence upon TOWN's contractor entering the property for the purpose(s) mentioned above and shall terminate one (1) year from date of entry.
 - b. At its sole cost and expense, TOWN shall repair and restore the Temporary Easement areas ("Affected Areas") and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to TOWN's entry, excepting the repair or restoration of Improvements paid to OWNER by TOW and included in the Net Total above.
2. The Temporary Easement area to remain free of parked cars and any other items during contractor construction operations.

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the TOWN has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to TOWN. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to TOWN those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the TOWN shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the TOWN. TOWN makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to TOWN, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to TOWN. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

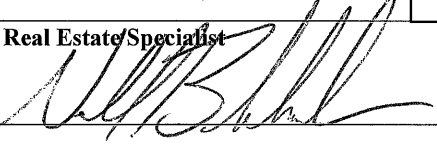
The TOWN:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when TOWN disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|---|--|
| ☒ General Warranty Deed | ☐ Utility Easement |
| ☐ Access Deed | ☐ Permanent Easement |
| ☐ Full Release(s) Book/Page: | ☐ Slope Easement |
| ☐ Partial Release(s) Book/Page: | ☒ Temporary Easement |

☐ Or (specify):

☐ Title Company to prepare documents except:

Order Warrant \$1,150.00-\$25,000 ²⁷	Payable to: 6856 CR26 LLC, a Colorado Limited Liability Company
Order Warrant \$	Payable to:
Real Estate Specialist 	GRANTOR signature Attach form W-9 
	GRANTOR (if applicable)
Town of Firestone By _____ It's _____	TOWN signature

**TOWN OF FIRESTONE
REAL PROPERTY**

TO BE ACQUIRED

Parcel Number: RW-02

FROM

6856 CR26 LLC
16149 Weld County Rd. 26
Firestone, CO 80504

FOR

Project Code: 26219
Project Number: BRO M440-002
Location: Weld County Rd. 26 over
Last Chance Ditch

EXHIBIT "A"

PROJECT CODE: 26219
PROJECT NUMBER: BRO M440-002
PARCEL NUMBER: RW-02
DATE: AUGUST 22, 2025

LEGAL DESCRIPTION

A tract or parcel of land No. RW-02 of the County of Weld, State of Colorado, Project Code 26219, Project No. BRO M440-002, containing 1,096 square feet, more or less, in the northeast one-quarter (NE1/4), northeast one-quarter (NE1/4), Section 6, Township 2 North, Range 67 West, of the 6th Principal Meridian, Weld County, State of Colorado, also being a part of Reception Number 4757610, Weld County Records, said tract or parcel being more particularly described as follows:

COMMENCING at the northeast (NE) corner of said Section 6; Thence South 86°44'59" West, a distance of 465.43 feet to a point on the south Right-of-Way line of Weld County Road (WCR) 26, also being the **POINT OF BEGINNING**;

1. Thence South 45°23'04" West, a distance of 38.80 feet;
2. Thence North 89°33'17" West, a distance of 15.28 feet;
3. Thence North 40°35'28" West, a distance of 25.67 feet;
4. Thence North 00°26'43" East, a distance of 8.10 feet, to a point on said south Right-of-Way line;
5. Thence South 89°33'17" East, along said south Right-of-Way line, a distance of 59.55 feet, to the **POINT OF BEGINNING**.

The above described parcel contains 1,096 square feet (0.0252 ac), more or less.

The purpose of the above described tract or parcel of land No. RW-02 is for construction, maintenance, & drainage.

Basis of Bearings: All bearings are based on the south line of the southeast one-quarter (SE1/4), southeast one-quarter (SE1/4), Section 31, T3N, R67W as bearing North 89°33'17" west, a distance of 1327.50 feet from the southeast (SE) corner, said Section 31, a 2.5" Aluminum Cap PLS 20676, to the southwest corner of the south east one-quarter (SE1/4), southeast one-quarter (SE1/4), a 2.5" Aluminum Cap PLS 38670 2021.



For and on the Behalf of the Town of Firestone
Scott J. Klinker, PLS 38377
2000 South Colorado Blvd, Tower 2, Suite 1200
Denver, CO 80222

**TOWN OF FIRESTONE
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement Number: TE-02

FROM

6856 CR26 LLC
16149 Weld County Rd. 26
Firestone, CO 80504

FOR

Project Code: 26219
Project Number: BRO M440-002
Location: Weld County Rd. 26 over
Last Chance Ditch

EXHIBIT "A"

PROJECT CODE: 26219
PROJECT NUMBER: BRO M440-002
TEMPORARY EASEMENT NUMBER: TE-02
DATE: AUGUST 22, 2025

LEGAL DESCRIPTION

A tract or parcel of land No. TE-02 of the County of Weld, State of Colorado, Project Code 26219, Project No. BRO M440-002, containing 1,053 square feet, more or less, in the northeast one-quarter (NE1/4), northeast one-quarter (NE1/4), Section 6, Township 2 North, Range 67 West, of the 6th Principal Meridian, Weld County, State of Colorado, also being a part of Reception Number 4757610, Weld County Records, said tract or parcel being more particularly described as follows:

COMMENCING at the northeast (NE) corner of said Section 6; Thence South 86°44'59" West, a distance of 465.43 feet to a point on the south Right-of-Way line of Weld County Road (WCR) 26, also being the **POINT OF BEGINNING**;

1. Thence South 45°23'04" West, a distance of 38.80 feet;
2. Thence North 89°33'17" West, a distance of 15.28 feet;
3. Thence North 40°35'28" West, a distance of 25.67 feet;
4. Thence North 00°26'43" East, a distance of 8.10 feet, to a point on said south Right-of-Way line;
5. Thence North 89°33'17" West, along said south Right-of -Way line, a distance of 10.00 feet;
6. Thence South 00°26'43" West, a distance of 11.84 feet;
7. Thence South 40°35'28" East, a distance of 33.97 feet;
8. Thence South 89°33'17" East, a distance of 23.99 feet;
9. Thence North 45°23'04" East, a distance of 52.93 feet, to a point on said south Right-of-Way line;
10. Thence North 89°33'17" West, along said south Right-of-Way line, a distance of 14.13 feet, to the **POINT OF BEGINNING**.

The above described parcel contains 1,053 square feet (0.0242 ac), more or less.

The purpose of the above described tract or parcel of land No. TE-02 is for activities related to construction.

Basis of Bearings: All bearings are based on the south line of the southeast one-quarter (SE1/4), southeast one-quarter (SE1/4), Section 31, T3N, R67W as bearing North 89°33'17" west, a distance of 1327.50 feet from the southeast (SE) corner, said Section 31, a 2.5" Aluminum Cap PLS 20676, to the southwest corner of the south east one-quarter (SE1/4), southeast one-quarter (SE1/4), a 2.5" Aluminum Cap PLS 38670 2021.



For and on the Behalf of the Town of Firestone
Scott J. Klinker, PLS 38377
2000 South Colorado Blvd, Tower 2, Suite 1200
Denver, CO 80222

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <u>BLAKE NELSON</u>	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. <u>6856 COUNTY ROAD 26</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>LONGMONT, CO 80504</u>		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
5	2	2	-	6	4	-	7	4	9	5
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <u>L. Blake Nelson</u>	Date
------------------	--	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**COLORADO DEPARTMENT OF TRANSPORTATION
RECOMMENDATION FOR SETTLEMENT**

REGION:	<u>4</u>	PARCEL NO:	<u>RW-01, TE-01</u>
PROJECT NO:	<u>BRO M440-002</u>	OWNER NAME:	<u>H&J Property LLC</u>
PROJECT CODE:	<u>26219</u>	COUNTY:	<u>Weld</u>
LOCATION:	<u>Weld County Road 26, over Last Chance Ditch</u>	TRIAL DATE:	<u>None set</u>
DOT ATTY:	<u></u>	AG NO:	<u></u>

☒ ADMINISTRATIVE SETTLEMENT – REGION

☐ LEGAL SETTLEMENT

☐ ADMINISTRATIVE SETTLEMENT – CENTRAL OFFICE

☐ OTHER SETTLEMENT

PROPOSED SETTLEMENT AMOUNT

The amount of the proposed Settlement is:	\$ <u>25,000.00</u>
The established fair market value is:	\$ <u>1,370.00</u>
The amount of variance is:	\$ <u>23,630.00</u>

SUPPORT DATA

Owner Appraisal	\$ <u>NA</u>	Appraiser	<u></u>
Second Owner Appraisal (if Applicable)	\$ <u>NA</u>	Appraiser	<u></u>
CDOT Appraisal	\$ <u>NA</u>	Appraiser	<u></u>
Second CDOT Appraisal	\$ <u>NA</u>	Appraiser	<u></u>

Distribution: Right of Way, Central Office – Original
Acq/Relo, Central Office
Appraisal Review, Central Office
Attorney Generals Office
Region

Settlement is hereby recommended for the following reasons:

H & J Property, LLC owns a parcel of land that consists of 209.85 total acres and is currently zoned Agricultural. Weld County seeks a total of 0.058 acres of Right-of-Way (RW-01) and 0.03 acres of temporary easement (TE-01) from the subject property.

Western States Land Services, LLC was able to perform an in house waiver valuation that concluded a unit value of \$20,908.80/acre. The permanent easements totaled \$1,221.60 and the temporary totaled \$140.64 which brought the total offer to \$1,370.00.

In negotiating with H & J Property, LLC they counter offered with a value of \$25,000.00.

H & J Property, LLC has signed the MOA at \$25,000.00 in order to reach a voluntary settlement. Settlement of this acquisition would allow the County to avoid the additional cost of specialty reports, litigation, attorney fees, court costs, and expert witness fees. I believe settlement in this matter is the most prudent course of action.

- ☐ The variance from the FAIR MARKET VALUE appears substantial and the proposed settlement cannot be justified in accordance with Federal Aid Regulations. If settlement is made as proposed, \$ _____ of the amount of VARIANCE should be taken as non-participating.

REGION APPROVAL

RECOMMEND SETTLEMENT: Neill Breuklander 5/8/2026
☒ Right of Way Specialist ☐ Trial Attorney Date

☐ **APPROVED FOR SETTLEMENT:**
☐ I concur ☐ Town of Firestone Manager/Supervisor Date

ADDITIONAL APPROVALS (as applicable)

☐ **Recommend Settlement:** _____
Right of Way Manager, Central Office Date

☐ **Approved for Settlement:** _____
Chief Engineer Date

Settlement Justification Continued:

INSTRUCTIONS FOR COMPLETION OF THE RECOMMENDATION FOR SETTLEMENT (FORM 227A)

This form is used to provide a self explanatory narrative of all considerations that support a settlement. The relevant parcel details, the factors considered in the settlement, and the reasoning used in arriving at the settlement amount must be clearly explained.

The extent of the written recommendation must be consistent with the situation, circumstances and the consideration involved. The component parts of the settlement; land, improvements, real estate damages, fees and costs, etc., must be itemized to the greatest extent possible.

Recommendations for settlement of federal aid parcels must emphasize federal participating items. The participating items to be emphasized are the factors related to the acquisition value, real estate damages, sympathy for the owner, recent adverse awards in comparable cases and other related factors. Less emphasis should be placed on saving appraisal and attorney fees. Any portion of the increase attributable to nonparticipating items must be identified or estimated and handled as nonparticipating.

PROJECT/PARCEL IDENTIFICATION: The following information can be obtained from the legal documents, appraisal, Right of Way map, and the parcel file:

Managing Region	Parcel
Project No.	Owners Name
Project Code	Attorney Generals No.
DOT Attorney	County
Trial Date	Defense Attorney

TYPE OF SETTLEMENT: Identify the settlement type; Administrative Settlement, Legal Settlement, Offer of Judgment or other settlement.

RECOMMENDED SETTLEMENT: Each component part of the settlement must be itemized to the greatest extent possible. For all inclusive settlement, if the actual amount attributed to each component cannot be documented, the negotiator must estimate a reasonable amount for each appropriate component based on all available information for the parcel and known amounts for similar parcels previously settled.

SUPPORT DATA: Any appraisal documentation or claims that have been provided by the Department or the owner must be identified in this section.

SETTLEMENT JUSTIFICATION: provide a detailed explanation of why the settlement is recommended. The settlement justification must address specific details of the parcel and the basis of the counteroffer, including the following criteria set forth in Section 3.13.20 of the Right of Way Manual, Chapter 3, which support the settlement as being reasonable, prudent, and in the best public interest:

- Information contained in all available appraisals reports, including those of the owner;
- Substantial differences of opinion regarding valuation issues;
- Complexity of severance or other issues leading to uncertainty in value;
- Handling of legal issues in approved appraisals;
- Consideration of time to anticipated title transfer date;
- Credibility of expert witnesses;
- Likelihood of jury sympathy for the owner;
- Possibility of obtaining an unbiased jury;
- Recent court awards for eminent domain takings;
- Potential cost of litigation; and
- Other relevant information.

If the settlement includes a non-monetary benefit, an explanation and quantification of the benefit must be included. Fees and costs must be supported and be based on the requirements of Section 4.4.27 of the Right of Way Manual, Chapter 4.

RECOMMENDATION AND APPROVAL: This section requires the signatures of the specialist or trial attorney recommending the settlement, concurrence and approval by the Region Right of Way Manager, as applicable, for settlements at the Region level. Settlements outside Region authority require recommendation of the Right of Way Manager in the Central Office and the Chief Engineer's approval. Approval authority must be granted in accordance with Section 4.4.27 of the Right of Way Manual, Chapter 4.

TOWN OF FIRESTONE MEMORANDUM OF AGREEMENT	Project Code: 26219	Parcel No: RW-01, TE-01	
	Project No: BRO M440-002		
	Location: Weld County Road 26, over Last Chance Ditch		
	County: Weld	State Highway No:	

This agreement made on _____, 2026, is between the Town of Firestone, Colorado ("TOWN"), its successors and assigns, for the purchase of the parcel(s) listed above from the

Owner(s) **H&J Property LLC, a Colorado Limited Liability Company** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Description	Item Amt	Total Amt
Land (described in attached exhibits) RW-01	2,545 Sq.ft. ☒ /acres ☐	\$1,221.60
Permanent and Slope Easements	Sq.ft. ☐ /acres ☐	\$
Temporary Easements (described in attached exhibits) TE-01	1,465 Sq.ft. ☒ /acres ☐	\$140.64
Improvements:	\$	\$
Damages:	\$	\$
Total Fair Market Value / Just Compensation	\$1,370.00 (R)	\$1,370.00 (R)
Less Credit	\$	\$
Total Offer Amount	\$1,370.00 \$25,000	

Other conditions: **27**

1. The Temporary Easement(s) described on the attached Exhibit(s) A is for the purpose of installation of a bridge and related improvements. Further, it is understood and agreed between the parties that:
 - a. The Temporary Easement(s) shall commence upon TOWN's contractor entering the property for the purpose(s) mentioned above and shall terminate one (1) year from date of entry.
 - b. At its sole cost and expense, TOWN shall repair and restore the Temporary Easement areas ("Affected Areas") and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to TOWN's entry, excepting the repair or restoration of Improvements paid to OWNER by TOW and included in the Net Total above.
2. The Temporary Easement area to remain free of parked cars and any other items during contractor construction operations.

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the TOWN has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to TOWN. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to TOWN those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the TOWN shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

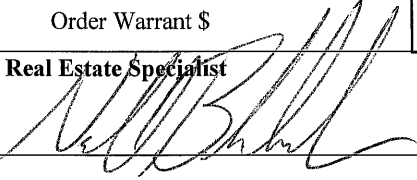
NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the TOWN. TOWN makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to TOWN, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to TOWN. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The TOWN:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when TOWN disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|---|--|
| ☒ General Warranty Deed | ☐ Utility Easement |
| ☐ Access Deed | ☐ Permanent Easement |
| ☐ Full Release(s) Book/Page: | ☐ Slope Easement |
| ☐ Partial Release(s) Book/Page: | ☒ Temporary Easement |
| ☐ Or (specify): | |
| ☐ Title Company to prepare documents except: | |

Order Warrant \$1,370.00 \$25,000 ²⁰	Payable to: H&J Property LLC, a Colorado Limited Liability Company
Order Warrant \$	Payable to:
Real Estate Specialist 	GRANTOR signature Attach form W-9  GRANTOR (if applicable)
Town of Firestone By _____ It's _____	TOWN signature

**TOWN OF FIRESTONE
REAL PROPERTY**

TO BE ACQUIRED

Parcel Number: RW-01

FROM

H&J Property LLC
12071 Weld County Rd. 15
Firestone, CO 80504

FOR

Project Code: 26219
Project Number: BRO M440-002
Location: Weld County Rd. 26 over
Last Chance Ditch

EXHIBIT "A"

PROJECT CODE: 26219
PROJECT NUMBER: BRO M440-002
PARCEL NUMBER: RW-01
DATE: JULY 1, 2025

LEGAL DESCRIPTION

A tract or parcel of land No. RW-01 of the County of Weld, State of Colorado, Project Code 26219, Project No. BRO M440-002, containing 2,545 square feet, more or less, in the southeast one-quarter (SE1/4), southeast one-quarter (SE1/4), Section 31, Township 3 North, Range 67 West, of the 6th Principal Meridian, Weld County, State of Colorado, also being a part of Reception Number 3350588, Weld County Records, said tract or parcel being more particularly described as follows:

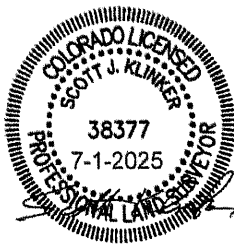
COMMENCING at the southeast (SE) corner of said Section 31; Thence North 85°51'37" West, a distance of 465.59 feet to a point on the north Right-of-Way line of Weld County Road (WCR) 26, also being the **POINT OF BEGINNING**;

1. Thence North 45°23'04" East, a distance of 62.16 feet;
2. Thence South 89°33'17" East, a distance of 19.13 feet;
3. Thence South 44°36'56" East, a distance of 31.73 feet;
4. Thence South 00°26'43" West, a distance of 21.59 feet to a point on said north Right-of-Way line;
5. Thence North 89°33'17" West, along said north Right-of-Way line, a distance of 85.50 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2,545 square feet (0.0584 acres), more or less.

The purpose of the above described tract or parcel of land No. RW-01 is for construction, maintenance, & drainage.

Basis of Bearings: All bearings are based on the south line of the southeast one-quarter (SE1/4), southeast one-quarter (SE1/4), Section 31, T3N, R67W as bearing North 89°33'17" west, a distance of 1327.50 feet from the southeast (SE) corner, said Section 31, a 2.5" Aluminum Cap PLS 20676, to the southwest corner of the south east one-quarter (SE1/4), southeast one-quarter (SE1/4), a 2.5" Aluminum Cap PLS 38670 2021.



For and on the Behalf of the Town of Firestone
Scott J. Klinker, PLS 38377
2000 South Colorado Blvd, Tower 2, Suite 1200
Denver, CO 80222

**TOWN OF FIRESTONE
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement Number: TE-01

FROM

H&J Property LLC
12071 Weld County Rd. 15
Firestone, CO 80504

FOR

Project Code: 26219
Project Number: BRO M440-002
Location: Weld County Rd. 26 over
Last Chance Ditch

EXHIBIT "A"

PROJECT CODE: 26219
PROJECT NUMBER: BRO M440-002
TEMPORARY EASEMENT NUMBER: TE-01
DATE: AUGUST 22, 2025

LEGAL DESCRIPTION

A tract or parcel of land No. TE-01 of the County of Weld, State of Colorado, Project Code 26219, Project No. BRO M440-002, containing 1,465 square feet, more or less, in the southeast one-quarter (SE1/4), southeast one-quarter (SE1/4), Section 31, Township 3 North, Range 67 West, of the 6th Principal Meridian, Weld County, State of Colorado, also being a part of Reception Number 3350588, Weld County Records, said tract or parcel being more particularly described as follows:

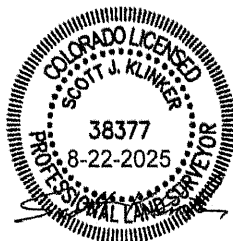
COMMENCING at the southeast (SE) corner of said Section 31; Thence North 85°51'37" West, a distance of 465.59 feet to a point on the north Right-of-Way line of Weld County Road (WCR) 26, also being the **POINT OF BEGINNING**;

1. Thence North 45°23'04" East, a distance of 62.16 feet;
2. Thence South 89°33'17" East, a distance of 19.13 feet;
3. Thence South 44°36'56" East, a distance of 31.73 feet;
4. Thence South 00°26'43" West, a distance of 21.59 feet, to a point on said north Right-of-Way line;
5. Thence South 89°33'17" East, along said north Right-of-Way line, a distance of 10.00 feet;
6. Thence North 00°26'43" East, a distance of 25.74 feet;
7. Thence North 44°36'56" West, a distance of 40.01 feet;
8. Thence North 89°33'17" West, a distance of 20.32 feet;
9. Thence South 55°50'20" West, a distance of 27.69 feet;
10. Thence South 45°23'04" West, a distance of 54.07 feet, to a point on said north Right-of-Way line;
11. Thence South 89°33'17" East, along said north Right-of-Way line, a distance of 14.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1,465 square feet (0.0336 ac), more or less.

The purpose of the above described tract or parcel of land No. TE-01 is for activities related to construction.

Basis of Bearings: All bearings are based on the south line of the southeast one-quarter (SE1/4), southeast one-quarter (SE1/4), Section 31, T3N, R67W as bearing North 89°33'17" west, a distance of 1327.50 feet from the southeast (SE) corner, said Section 31, a 2.5" Aluminum Cap PLS 20676, to the southwest corner of the south east one-quarter (SE1/4), southeast one-quarter (SE1/4), a 2.5" Aluminum Cap PLS 38670 2021.



For and on the Behalf of the Town of Firestone
Scott J. Klinker, PLS 38377
2000 South Colorado Blvd, Tower 2, Suite 1200
Denver, CO 80222

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Proclamation

Meeting Date: May 20, 2026

Initiated By:

Department: Town Clerk

AGENDA ITEM

Public Works Week Proclamation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Proclamation

Meeting Date: May 20, 2026

Initiated By:

Department: Town Clerk

AGENDA ITEM

Mental Health Month Proclamation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Proclamation

Meeting Date: May 20, 2026

Initiated By: David Angelo

Department: Police

AGENDA ITEM

National Police Week Proclamation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: May 20, 2026

Initiated By:

Department: Boards and Commissions

AGENDA ITEM

Update regarding the Town Manager recruitment timeline

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Ordinance 1077: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (INTERNATIONAL BUILDING CODE), 15.06 (INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.14 (INTERNATIONAL MECHANICAL CODE), 15.16 (INTERNATIONAL PLUMBING CODE), 15.18 (INTERNATIONAL PROPERTY MAINTENANCE CODE), 15.20 (INTERNATIONAL SWIMMING POOL AND SPA CODE), 15.32 (INTERNATIONAL FIRE CODE) AND CHAPTER 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; ENACTING A NEW CHAPTER 15.22 REGARDING THE ADOPTION OF THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODES; AND ENACTING A NEW CHAPTER 15.38 REGARDING THE COLORADO WILDFIRE RESILIENCY CODE

RECOMMENDATION

n/a

APPROVAL/DENIAL OPTIONS

n/a

SUMMARY

For the Board of Trustees' consideration at a future public hearing is Ordinance 1077, which repeals and reenacts existing portions of Title 15 of the Firestone Municipal Code and adds a new section to Title 15 as they pertain to the Town's adopted building codes.

- Chapter 15.04 – International Building Code (2024)
- Chapter 15.06 – International Residential Code (2024)
- Chapter 15.08 – National Electric Code (current edition)
- Chapter 15.10 – International Existing Building Code (2024)
- Chapter 15.12 – International Fuel Gas Code (current edition)
- Chapter 15.14 – International Mechanical Code (2024)
- Chapter 15.16 – International Plumbing Code (current edition)
- Chapter 15.18 – International Property Maintenance Code (2024)
- Chapter 15.20 – International Swimming Pool and Spa Code (2024)
- Chapter 15.22 – Colorado Model Electric Ready and Solar Ready Codes (current edition)
- Chapter 15.32 – International Fire Code (2024)
- Chapter 15.36 – International Energy Conservation Code (2024)
- Chapter 15.38 – Colorado Wildfire Resiliency Code (current edition)

Pursuant to Part 2 of Article 16, Title 31 of the Colorado Revised Statutes for ordinance codes adopted by reference, the Board of Trustees will first introduce the ordinance and then conduct the public hearing on a future

date with notice in compliance with C.R.S. 31-16-203.

The public hearing for this ordinance is scheduled for the June 17, 2026, Board of Trustees meeting.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The current building codes were approved by Ordinance 1029 at the June 21, 2023, Board meeting. The proposed amendments were discussed at the Special Meeting on May 13, 2026.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Ordinance 1077

ORDINANCE NO. 1077

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (INTERNATIONAL BUILDING CODE), 15.06 (INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.14 (INTERNATIONAL MECHANICAL CODE), 15.16 (INTERNATIONAL PLUMBING CODE), 15.18 (INTERNATIONAL PROPERTY MAINTENANCE CODE), 15.20 (INTERNATIONAL SWIMMING POOL AND SPA CODE), 15.32 (INTERNATIONAL FIRE CODE) AND CHAPTER 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; ENACTING A NEW CHAPTER 15.22 REGARDING THE ADOPTION OF THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODES; AND ENACTING A NEW CHAPTER 15.38 REGARDING THE COLORADO WILDFIRE RESILIENCY CODE

WHEREAS, C.R.S. § 31-16-202 permits the adoption by reference of standard codes; and

WHEREAS, the Town of Firestone (“Town”) Board of Trustees (“Board”) recognizes that the 2024 International Building Code; the 2024 International Residential Code; the 2024 International Existing Building Code; the 2024 International Mechanical Code; the 2024 International Property Maintenance Code; the 2024 International Fire Code; the 2024 International Energy Conservation Code, and the 2024 International Swimming Pool and Spa Code, all with their respective amendments (“I-Codes”); and the current editions of National Electric Code; the International Plumbing Code; the International Fuel Gas Code, as adopted by the State of Colorado, and the 2025 Colorado Wildfire Resiliency Code, all with their respective amendments (“State Codes”) will improve the construction and maintenance of the built environment and will thereby promote the health, safety, resiliency, affordability, sustainability, and general welfare of our community; and

WHEREAS, the above-referenced revised editions of the I-Codes and the State codes represent national building and construction standards that are updated and amended from time to time to conform to the changing needs of the construction industry; and

WHEREAS, the Town Board recognizes that the Colorado Model Electric Ready and Solar Ready Codes, as adopted by the State of Colorado Energy Office and published by the State of Colorado Department of Local Affairs, with amendments, is essential for improving the energy performance of homes and buildings by preparing them for electric vehicles, rooftop solar, and high efficiency electric appliances; and

WHEREAS, the Town desires to adopt by reference the 2024 I-Codes, 2024 State Codes, and the Colorado Model Electric Ready and Solar Ready Codes with certain amendments as described in this ordinance; and

WHEREAS, the Town held a public hearing on June 17, 2026, with proper notice provided, to consider adoption of the 2024 I-Codes, the 2024 State Codes, and the Colorado Model Electric Ready and Solar Ready Codes as required by law.

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

Section 1. Chapter 15.04, “International Building Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.04 International Building Code.

15.04.010 Adoption.

- (a) The 2024 Edition of the International Building Code (“IBC”), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, including Chapters 1 through 35 and Appendix Chapters H (Signs), I (Patio Covers), and N (Replicable Buildings), is hereby adopted by reference as if fully set forth herein. All local amendments to the IBC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 2. Chapter 15.06, “International Residential Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.06 International Residential Code

15.06.010 Adoption.

- (a) The 2024 Edition of the International Residential Code for One- and Two-Family Dwellings (“IRC”), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, including Chapters 1 through 33 and Appendix Chapters BE (Radon Control Methods) and BF (Patio Covers), is hereby adopted by reference as if fully set forth herein. All local amendments to the IRC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 3. Chapter 15.08, “National Electric Code” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.08 National Electric Code.

15.08.010 Adoption.

- (a) The current edition of the National Electrical Code (“NEC”) (NFPA 70), as adopted and as may be amended from time to time by the State of Colorado, is hereby adopted by reference as if fully set forth herein. The NEC shall be deemed automatically updated to reflect any amendments, revisions, or re-adoptions by the State of Colorado, without further action by the Board of Trustees. All local amendments to the NEC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 4. Chapter 15.10, “International Existing Building Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.10 International Existing Building Code.

15.10.010 Adoption.

- (a) The 2024 Edition of the International Existing Building Code (“IEBC”), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, including Chapters 1 through 16, is hereby adopted by reference as if fully set forth herein. All local amendments to the IEBC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 5. Chapter 15.12, “International Fuel Gas Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.12 International Fuel Gas Code.

15.12.010 Adoption.

- (a) The current edition of the International Fuel Gas Code (“IFGC”), as adopted and as may be amended from time to time by the State of Colorado, is hereby adopted by reference as if fully set forth herein. The IFGC shall be deemed automatically updated to reflect any amendments, revisions, or re-adoptions by the State of Colorado, without further action by the Board of Trustees. All local amendments to the IFGC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 6. Chapter 15.14, “International Mechanical Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.14 International Mechanical Code.

15.14.010 Adoption.

- (a) The 2024 Edition of the International Mechanical Code (“IMC”), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, including Chapters 1 through 15, is hereby adopted by reference as if fully set forth herein. All local amendments to the IMC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 7. Chapter 15.16, “International Plumbing Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.16 International Plumbing Code.

15.16.010 Adoption.

- (a) The current edition of the International Plumbing Code (“IPC”), as adopted and as may be amended from time to time by the State of Colorado, is hereby adopted by reference as if fully set forth herein. The IPC shall be deemed automatically updated to reflect any amendments, revisions, or re-adoptions by the State of Colorado, without further action by the Board of Trustees. All local amendments to the IPC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 8. Chapter 15.18, “International Property Maintenance Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.18 International Property Maintenance Code

15.18.010 Adoption.

- (a) The 2024 Edition of the International Property Maintenance Code (“IPMC”), published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, including Chapters 1 through 8, is hereby adopted by reference as if fully set forth herein. All local amendments to the IPMC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 9. Chapter 15.20, “International Swimming Pool and Spa Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.20 International Swimming Pool and Spa Code.

15.20.010 Adoption.

- (a) The 2024 Edition of the International Swimming Pool and Space Code (“ISPSC”), published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, including Chapters 1 through 11, is hereby adopted by reference as if fully set forth herein. The IPC shall be deemed automatically updated to reflect any amendments, revisions, or re-adoptions by the State of Colorado, without further action by the Board of Trustees. All local amendments to the IPC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 10. Title 15 of the Firestone Municipal Code is amended by the addition of a new Chapter 15.22, entitled “Colorado Model Electric Ready and Solar Ready Codes,” to read as follows:

15.22.010 Adoption.

- (a) The Colorado Model Electric Ready and Solar Ready Codea (“CMESRC”), as adopted and as may be amended from time to time by the State of Colorado, is hereby adopted by reference as if fully set forth herein. The CMESRC shall be deemed automatically updated to reflect any amendments, revisions, or re-adoptions by the State of Colorado, without further action by the Board of Trustees. All local amendments to the CMESRC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 11. Chapter 15.32, “International Fire Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.32 International Fire Code.

15.32.010 Adoption.

- (a) The 2024 International Fire Code (“IFC”), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, including Chapters 1-80 and Appendices B-O, is hereby adopted by reference as if fully set forth herein. All local amendments to the IPMC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

15.32.015 Frederick-Firestone Fire Protection District IFC

- (a) The Board of Trustees consents to the enforcement of the 2024 International Fire Code (“IFC”), as adopted and amended by the District and as approved by the Town, within those portions of the District that lie within the Town of Firestone pursuant to C.R.S. § 32-1-1002(d). The District’s enforcement authority within the Town is limited to such adopted and approved provisions of the IFC.
- (b) The IFC, as adopted and amended by the District, shall not supersede, amend, waive, or otherwise conflict with the 2026 Firestone Building and Construction Code or any other Town ordinance, code, or regulation. In the event of a conflict, the 2026 Firestone Building and Construction Code and any other Town code, ordinance, or regulation shall control.
- (c) Any amendment to the IFC adopted by the District after the effective date of this section shall have no force or effect within the Town unless and until it is presented to and approved by the Board of Trustees

Section 12. Chapter 15.36, “International Energy Conservation Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.36 International Energy Conservation Code.

15.36.010 Adoption.

- (a) The 2024 Edition of the International Energy Conservation Code (“IECC”), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, including Chapters 1 through 6, is hereby adopted by reference as if fully set forth herein. All local amendments to the IECC are set

forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”

- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Section 13. Title 15 of the Firestone Municipal Code is amended by the addition of a new Chapter 15.38, entitled “Colorado Wildfire Resiliency Code,” to read as follows:

Chapter 15.38 Colorado Wildfire Resiliency Code

15.38.010 Adoption.

- (a) The 2025 Colorado Wildfire Resiliency Code (“CWRC”), as adopted and as may be amended from time to time by the State of Colorado, is hereby adopted by reference as if fully set forth herein. The CWRC shall be deemed automatically updated to reflect any amendments, revisions, or re-adoptions by the State of Colorado, without further action by the Board of Trustees. All local amendments to the CWRC are set forth in the 2026 Firestone Building and Construction Code (“this code”), published by the Town of Firestone, Colorado, 9950 Park Avenue, Firestone, Colorado 80504, as filed with the Town Clerk on June 18, 2026, and attached hereto as Exhibit A. Exhibit A is hereby adopted in its entirety by reference as the official building code of the Town and may be cited as the “2026 Firestone Building and Construction Code.”
- (b) This code and all amendments thereto will be maintained by the building official and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted

Section 14. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado, which reads in its entirety as follows:

- (a) No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person, at least ten years of age but not yet eighteen years of age, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations.
- (b) No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person eighteen years of age or older at the time of the violation, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission

of the offense, the maximum fine established by the state for municipal ordinance violations or by imprisonment not to exceed 364 days, or both such fine and imprisonment.

(c) Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of Firestone, Colorado, is committed, continued or permitted by any such person, and he or she shall be punished accordingly.

Section 15. 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.

Section 16. Copies of the 2024 I-Codes, 2024 State Codes, the Colorado Model Electric Ready and Solar Ready Codes, and the 2026 Firestone Building and Construction Code, as referenced herein in this ordinance, shall be available for inspection at the Office of the Town Clerk.

Section 17. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 18. Residential Master Plan Transition.

(a) Any master plan for production of single-family residential construction having Town approval on or before the effective date of this Ordinance shall remain valid through December 31, 2026. Approval of a master plan under prior code editions shall not establish a vested right to obtain building permits after December 31, 2026, nor to have such permits reviewed under prior code editions.

(b) Building permit applications submitted on or before December 31, 2026, that rely on such previously approved master plans may be reviewed for compliance with the building codes in effect at the time of master plan approval, and shall not be required to comply with the 2024 I-Codes, the 2024 State Codes, the Colorado Model Electric Ready and Solar Ready Codes, or the 2026 Firestone Building and Construction Code, as referenced herein in this ordinance.

(c) Effective January 1, 2027, all building permit applications, including those associated with or utilizing previously approved master plans, shall comply with the 2024 I-Codes, the 2024 State Codes, the Colorado Model Electric Ready and Solar Ready Codes, and the 2026 Firestone Building and Construction Code, as referenced herein in this ordinance. Any master plan approved under prior code editions shall no longer be valid for permit issuance on or after that date. Thereafter, a new or revised master plan demonstrating compliance with 2024 I-Codes, the 2024 State Codes, the Colorado Model Electric Ready and Solar Ready Codes, and the 2026 Firestone Building and Construction Code, as referenced herein in this ordinance, shall be required prior to the issuance of any building permit.

(d) Phased developments, multi-lot developments, or similar projects shall not extend the validity of any previously approved master plan beyond December 31, 2026. Each building permit application shall independently comply with the requirements of this section.

(e) No extension, renewal, or administrative approval shall operate to extend the validity of any master plan approved under prior code editions beyond December 31, 2026, unless expressly authorized by ordinance of the Board of Trustees.

(f) For purposes of this section, a building permit application shall be deemed “submitted” only upon receipt by the Town of a complete application, as determined by the Chief Building Official or such person’s designee.

INTRODUCED AND APPROVED ON FIRST READING this 20th day of May 2026.

**READ, ADOPTED, AND APPROVED ON SECOND AND FINAL READING, AND
ORDERED PUBLISHED IN FULL** this 17th day of June 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

2026 Town of Firestone, Colorado Building Code

The Firestone, Colorado Building Code contains the administrative requirements of the Firestone Building Division as well as the amendments to the IBC, IRC, IFC, IEBC, IPC, IFGC, IMC, IECC, ISPSC, and IPMC published by the ICC. This code includes any amendments to the most recent edition of the NEC published by the NFPA adopted by the State of Colorado. This code also includes any amendments to the most recent edition of the IPC and IFGC published by the ICC, adopted by the State of Colorado. Any Section or article referenced in this code that is identical to a section referenced in any of the previously referenced codes shall be deemed to be replaced in its entirety or amended as described herein. Any Section or article that is not referenced in any of the previously referenced codes shall be deemed to be a section added to the referenced code, enforceable as described in the Section or article. Any section that is not replaced or amended in any of the previously referenced codes shall be deemed to be retained in its entirety.

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Article 1 – Reserved

Article 2 – Amendments to the 2024 International Building Code (IBC)

IBC Section 101.1.

IBC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as Firestone Building and Construction Code (FBCC), hereinafter referred to as "this code."

IBC Section 101.4.3.

IBC Section 101.4.3 (Plumbing) is amended to read as follows:

The provisions of the International Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

IBC Section 101.4.5.

IBC Section 101.4.5 (Fire Prevention) is amended to read as follows:

The provisions of the International Fire Code, as adopted by the Town, shall apply to matters affecting or relating to structures, shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

IBC Section 103.1

IBC Section 103.1 (Creation of Enforcement Agency) is amended to read as follows:

The Building Division is hereby created and the official in charge thereof shall be known as the Building Official. The function of this agency shall be implementation, administration, and enforcement of the provisions of this code. Whenever the term or title "Administrative Authority," "Responsible Official," "Chief Inspector", ""Code Official," or similar designation is used in this Code or other adopted codes enforced by the Building Division, such term or title shall be construed to mean the Building Official as identified by this Section.

IBC Section 105.2.

IBC Section 105.2 (Work exempt from permit), item 2 of the Building portion of this Section (fences) is deleted in its entirety and items 14 and 15 of the Building portion of this Section are added to read as follows:

14. Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.

15. Siding repair or replacement work not exceeding one square (100 square feet in area) of covering per

EXHIBIT A

building.

IBC Section 105.5.

IBC Section 105.5 (Expiration) is deleted in its entirety and replaced as follows:

Every permit issued shall expire and become null and void upon the occurrence of any one of the following events:

- (a) A failure to commence work within one hundred and eighty days from the date of permit issuance; or
- (b) A failure to request or arrange for a required inspection to be performed with respect to newly completed work within one hundred and eighty days from the date of permit issuance; or
- (c) A period of 180 days has lapsed following a required inspection without obtaining a subsequent required inspection and approval for such work.

The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than one hundred and eighty days each. The extension shall be requested in writing and justifiable cause demonstrated.

Permits that have expired must be re-applied for by the issuance of a new building permit, together with full payment of the following fees at the time of re-application:

- (a) A reapplication fee set by duly adopted resolution of the Board of Trustees; and
- (b) For expired permits of one year or less in duration, one-half the amount of the original permit fee paid or the full valuation of all uncompleted work, whichever is greater; provided, however, that no changes have been or will be made in the original plans and specifications for such work; or
- (c) For expired permits of greater than one year in duration, the full amount required for a new permit for such work based on the current fee schedule adopted by the Town.

This fee is not refundable if the new permit expires or is withdrawn or cancelled.

IBC Section 105.5.1.

IBC Section 105.5 (Expiration) is amended by the addition of a new Subsection 105.5.1 (Completing Work and Final Inspection) to read as follows:

Permits, not otherwise voided by suspension, abandonment or failure to commence work, shall expire two years after the date of issuance, unless the permit has been extended as permitted by Section 105.5. If the building or work authorized by such permit has not received final inspection approval prior to the permit expiration date, all work shall stop until a new permit is obtained for the value of the work remaining unfinished. The building official may approve a period exceeding twenty-four months for completion of work when the permit holder can demonstrate that the complexity or size of the project makes completing the project within twenty-four months unreasonable. Any request shall be prior to expiration of the permit.

IBC Section 109.4.

IBC Section 109.4 (Work commencing before permit issuance) is deleted in its entirety and replaced as follows:

EXHIBIT A

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system for which a permit is required by this code, without first obtaining the necessary permit, may be subject to and assessed an investigation fee and permit fee as established by duly adopted resolution of the Board of Trustees, before a permit may be issued for such work. The amount of the investigation fee shall be equal to such amount as set forth in this code. An investigation fee, in addition to the permit fee, shall be assessed and collected whether or not a permit is then or subsequently issued. The permit fee shall be twice the published permit fee as set forth in this code. The payment of such fees shall not exempt an applicant from compliance with all other provisions of either this code or other adopted laws and ordinances of the Town.

IBC Section 109.6.

IBC Section 109.6 (Refunds) is deleted in its entirety and replaced as follows:

The town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The town may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The town may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than one hundred and eighty days after the date of fee payment.

IBC Section 109.7.

IBC Section 109 (Fees) is amended by the addition of a new Subsection 109.7, entitled "Re-Inspection Fee," to read as follows:

Re-inspection fee. Permit fees provide for customary inspections only. When inspections are requested for weekends, holidays, or anytime other than the regular working hours of the Building Official, an additional fee will be required as set forth, in the Firestone fee Schedule. A reinspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. Re-inspection fees may also be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official. When inspections are requested for weekends, holidays, or anytime other than the regular Building Division inspection hours, an additional fee will be required.

IBC Section 110.3.10

IBC Section 110.3.10 (Other inspections) is amended by the addition of a new Subsection 110.3.10.1, to read as follows:

Foundation Lot Certificate. A Foundation Lot Certificate ("FLC") with setback dimensions prepared and sealed by a Colorado Professional Land Surveyor shall be provided to the Firestone building department no less than three working days prior to requesting a rough inspection of any required building inspection

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including rough building, mechanical, plumbing, and electrical.

IBC Section 110.3.10

IBC Section 110.3.10 (Other inspections) is amended by the addition of a new Subsection 110.3.10.2, to read as follows:

Improvement Location Certificate; Grading Certificate. A final Improvement Location Certificate ("ILC") and grading certificate shall be submitted to the Firestone building division no less than three working days prior to requesting a final building inspection. Both the ILC and the final Grading Certificate shall not be older than forty-five days of the requested inspection. A grading certificate shall be based on the approved grading plan recorded by the town. An ILC shall be based on the approved plat recorded by the town an ILC and Grading certificate shall be prepared by a Colorado licensed Engineer or Surveyor and sealed.

IBC Section 111.3.1

IBC Section 111.3 (Temporary Occupancy) is amended by the addition of a new Subsection 111.3.1, entitled "Application," to read as follows:

Application. Application for a temporary certificate of occupancy shall be on a form supplied by the Planning & Development Department and shall include payment of a nonrefundable inspection fee as set forth in Firestone fee schedule. Issuance of a temporary certificate of occupancy shall be subject to the property owner and the permit holder agreeing in writing to compliance with all stipulations set forth by the Planning and Development Department.

IBC Section 111.3.2

IBC Section 111.3 (Temporary Occupancy) is amended by the addition of a new Subsection 111.3.2, entitled "Duration," to read as follows:

The maximum duration for Temporary Occupancy of a Building, or a portion thereof, shall be the expiration date of the permit under which the Temporary Certificate of Occupancy was issued, at which time all requirements of the Firestone Building Construction Code, Firestone Fire Code, and other applicable codes and ordinances shall have been completed.

IBC Section 113.1.

IBC Section 113.1 (General) is deleted in its entirety and replaced as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of three members. This board shall be composed of a person appointed by the Town Manager, a person appointed by the appellant, and a person appointed by the two appointees. The building official shall be an ex officio member of and shall act as the secretary to the board but shall have no vote on any matter before the committee. The board members shall serve for the duration of the appeal. The board shall conform to the standard rules of procedure governing Town Boards and Commissions and shall render their decisions and findings in writing to the appellant, with a duplicate copy to the Building Official. A party

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may appeal the board's decision to the Board of Trustees in accordance with the procedure set forth in Section 112.4 of this code.

IBC Section 113.3.

IBC Section 113.3 (Qualifications) is amended to read as follows:

The board of appeals shall consist of members who are qualified by experience and training, as verified by the Building Official, to pass on matters pertaining to building construction. The board members may not be employees of either the jurisdiction or the appellant. The board members may not be personally, financially, contractually, professionally, or otherwise indebted, obligated, or bound to the appellant in any manner, nor may they be in any position where they might receive benefit, either personally or professionally, from any decision rendered.

IBC Section 113.5.

IBC Section 113.5 (Board of Trustees review of decisions rendered by the Board of Appeals) is enacted to read as follows:

To appeal a decision of the Board of Appeals a party must, within fifteen calendar days of the board's decision, submit a request for review to the Town Clerk. After submittal of a request for review the Building Official shall, within fifteen calendar days, prepare a certified record. Within thirty calendar days of submittal of a request for review the Board of Trustees shall, based only upon its review of the record, decide to uphold, overturn or modify the decision of the Board of Appeals. The Board of Trustees shall provide the parties a copy of its decision within seven calendar days of making same.

IBC Section 202.

IBC Section 202 (Definitions) is amended by addition of the following:

Sleeping Room (Bedroom). A sleeping room (bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1207.3 and contains a closet, an area that is usable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

IBC Section 310.4.1.

IBC Section 310.4.1 (Care facilities within a dwelling) is deleted in its entirety and replaced as follows:

Care facilities within a dwelling. Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the Residential Building Code as adopted by the Town.

IBC Section 310.6

IBC Section 310 (Residential Group R) is amended by addition of the following:

IBC Section 310.6, Home occupation within a residence. Home occupations must meet all of the following requirements:

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1. A home occupancy must comply with any requirement within the Firestone Municipal Code Section 16.3.3.4 and be reviewed and approved by the Planning department.
2. A home occupancy must comply with any code requirements within this code.
3. A home occupation shall use the same water, electric and gas meters as the residence.
4. No occupancy shall be permitted as defined in IBC 302.1 other than an R-3.

IBC Section 420.12

IBC Section 420 is amended by the addition of Section 420.12 (Radon) to read as follows:

420.12 (Radon) All new Group R (Residential) occupancies, as classified by Section 310, shall be provided with a radon system complying with IRC Appendix BE.

IBC Section 429

Chapter 4, "Special Detailed Requirements Based on Occupancy and Use," of the IBC is amended by the addition of a new IBC Section 429, to be entitled "Beverage Dispensing Applications," to read as follows:

429.1 Application. Insulated liquid carbon dioxide systems used in beverage dispensing applications. Insulated liquid carbon dioxide systems with more than 100 pounds (45.4 kg) of carbon dioxide used in beverage dispensing applications shall comply with the International Mechanical Code, the International Fire Code, and this Section.

429.2 Ventilation. Where insulated liquid carbon dioxide storage tanks, cylinders, piping, and equipment are located indoors, rooms or areas containing storage tanks, cylinders, piping and equipment, and other areas where a leak of carbon dioxide is expected to accumulate, shall be provided with mechanical ventilation in accordance with the International Mechanical Code. The exhaust system shall be designed to provide air movement across all portions of the floor or room to prevent the accumulation of vapors and maintain the room containing carbon dioxide at a negative pressure in relation to the surrounding area. Exhaust shall be taken from a point within 12 inches (305 mm) of the floor. Mechanical ventilation shall be at a rate of not less than 1 cubic foot per minute per square foot [0.00508 m³/(s x m²)] of floor area over the storage area and shall operate continuously unless alternative designs are approved. A manual shutoff control shall be provided outside of the room in a position adjacent to the access door to the room or in an approved location. The switch shall be a break-glass or other approved type and shall be labeled: "VENTILATION SYSTEM EMERGENCY SHUTOFF." Exception: A gas detection system complying with Section 429.2 shall be permitted in lieu of mechanical ventilation.

429.3 Gas detection system. Where ventilation is not provided in accordance with Section 429.1, a gas detection system shall be provided in rooms or indoor areas and in below-grade outdoor locations with insulated carbon dioxide systems. Carbon dioxide sensors shall be provided within 12 inches (305 mm) of the floor in the area where the gas is expected to accumulate or other approved locations. The system shall be designed as follows:

1. Activates an audible and visible supervisory alarm at a normally attended location upon detection of a carbon dioxide concentration of 5,000 ppm (9,000 mg/m³).

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2. Activates an audible and visible alarm within the room or immediate area where the system is installed upon detection of a carbon dioxide concentration of 30,000 ppm (54,000 mg/m³).

IBC Section 915.2.1.

IBC Section 915.2.1 (Dwelling units) is deleted in its entirety and replaced as follows:

Dwelling units. Carbon monoxide detection shall be installed in dwelling units within fifteen feet of each separate sleeping area. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

IBC Section 1013.2

IBC Section 1013.2 (Low-level exit signs in Group R-1) is amended to delete the exception.

IBC Section 1031.2

IBC Section 1031.1 (Where required) is deleted in its entirety and replaced as follows:

Where required. In addition to the means of egress required by this Chapter, emergency escape and rescue openings shall be provided in the following occupancies:

1. Group R-2 occupancies located in stories with only one exit or access to only one exit as permitted by Tables 1006.3.3(1) and 1006.3.3(2).
2. Group R-3 and R-4 occupancies.

Basements and sleeping rooms below the fourth story above grade plane shall have not fewer than one exterior emergency escape and rescue opening in accordance with this Section. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open directly into a public way or to a yard or court that opens to a public way. In new construction, all windows and window wells in unfinished basements shall meet the requirements of Section 1030.1 through 1030.5.

Exceptions:

1. Basements with a ceiling height of less than 80 inches (2032 mm) shall not be required to have emergency escape and rescue openings.
2. Emergency escape and rescue openings are not required from basements or sleeping rooms that have an exit door or exit access door that opens directly into a public way or to a yard, court or exterior exit balcony that opens to a public way.
3. Basements without habitable spaces and having not more than 200 square feet (18.6 m²) in floor area shall not be required to have emergency escape and rescue openings.

IBC Section 1612.3.

IBC Section 1612.3 (Establishment of flood hazard areas) is amended to read as follows:

To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified

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by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Town of Firestone," as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.

IBC Section 1804.4

IBC Section 1804.4 is amended with the addition of exception #3 to read as follows:

3. Impervious surfaces that are located within 10' of a building or structure shall be permitted to be designed at less than 2% slope, but not less than 1.5% slope, where such surface is an accessible walking surface that is required to comply with Section 1009 or 1104 and when such condition affects the cross-slope of the walking surface.

IBC Section 2701.1.

IBC Section 2701.1 (Scope) is deleted in its entirety and replaced as follows:

The provisions of this Chapter and NFPA 70 shall govern the design, construction, erection and installation of the electrical components, appliances, equipment and systems used in buildings and structures covered by this code. The International Fire Code, the International Property Maintenance Code and NFPA 70 shall govern the use and maintenance of electrical components, appliances, equipment and systems. The International Existing Building Code and NFPA 70 shall govern the alteration, repair, relocation, replacement and addition of electrical components, appliances, or equipment and systems. Codes referenced shall refer to the adopted editions with Town of Firestone amendments. Emergency power systems (NFPA 70) Section 700 shall be as defined in the National Electrical Code (NFPA 70) Article 100 Definitions. Standby power systems (NFPA 70) Section 701 shall be as defined in the National Electrical Code (NFPA 70) Article 100 Definitions.

IBC Section 2701.2.

Section 2701 (General) is amended by the addition of a new Subsection 2701.2, entitled "Electrical equipment," to read as follows:

Oil-Insulated Transformers Installed Outdoors. Combustible material, combustible buildings, and parts of buildings, fire escapes, and door and window openings shall be safeguarded from fires originating in oil-insulated transformers installed on roofs, attached to or adjacent to a building or combustible material.

In cases where the transformer installation presents a fire hazard, one or more of the following safeguards shall be applied according to the degree of hazard involved:

1. Use Firestone Transformer, Outdoor Oil Insulated Guideline or any Nationally Recognized Standard approved by OSHA and acceptable to the AHJ. A commonly used standard of this type is the FM Global Property Loss Prevention Data Sheet 5-4 for transformers.
2. Space separations.
3. Fire-resistant barriers.

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4. Automatic fire suppression systems.
5. Enclosures that confine the oil of a ruptured transformer tank.

Oil enclosures shall be permitted to consist of fire-resistant dikes, curbed areas or basins, or trenches filled with coarse, crushed stone. Oil enclosures shall be provided with trapped drains where the exposure and the quantity of oil involved are such that removal of oil is important.

IBC Section 2902.3.6

IBC Section 2902.3.6 (Door locking) is amended by deleting the exception.

Article 3 – Amendments to the 2024 International Residential Code (IRC)

IRC Section R101.1.

IRC Section R101.1 (Title) is amended to read as follows:

These provisions shall be known as the Firestone Residential Building Code (FRBC) and shall be cited as such and will be referred to herein as "this code."

IRC Section R102.6.

IRC Section R102.6 (Existing structures) is amended to read as follows:

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Fire Code, as adopted by the Town, or the International Existing Building Code, as adopted by the Town, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

IRC Section R105.2.

IRC Section R105.2 (Work exempt from Permit), item 2 of the Building portion of this Section is deleted in its entirety.

IRC Section R105.2.

IRC Section R105.2 (Work exempt from Permit), is amended by the addition of new items 11 and 12 of the Building portion of this Section, each to read as follows:

11. Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.
12. Siding repair or replacement work not exceeding one square (100 square feet in area) of covering per building.

IRC Section R105.5.

IRC Section R105.5 (Expiration) is deleted in its entirety and replaced as follows:

Every permit issued shall expire and become null and void upon the occurrence of any one of the following events:

- (a) A failure to commence work within one hundred and eighty days from the date of permit issuance; or
- (b) A failure to request or arrange for a required inspection to be performed with respect to newly completed work within one hundred and eighty days from the date of permit issuance; or
- (c) A period of one hundred and eighty days has lapsed following a required inspection without obtaining a subsequent required inspection.

The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than one hundred and eighty days each. The extension shall be requested in writing and justifiable cause demonstrated.

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Permits that have expired must be re-applied for by the issuance of a new building permit, together with full payment of the following fees at the time of re-application:

- (a) A reapplication fee set by duly adopted resolution of the Board of Trustees; and
- (b) For expired permits of one year or less in duration, one-half the amount of the original permit fee paid or the full valuation of all uncompleted work, whichever is greater; provided, however, that no changes have been or will be made in the original plans and specifications for such work; or
- (c) For expired permits of greater than one year in duration, the full amount required for a new permit for such work based on the current fee schedule adopted by the Town.

This fee is not refundable if the new permit expires or is withdrawn or cancelled.

IRC Section R105.5.1.

IRC Section R105.5 (Expiration) is amended by the addition of a new Subsection 105.5.1 (Completing Work and Final Inspection) to read as follows:

Permits, not otherwise voided by suspension, abandonment or failure to commence work, shall expire two years after the date of issuance, unless the permit has been extended as permitted by Section 105.5. If the building or work authorized by such permit has not received final inspection approval prior to the permit expiration date, all work shall stop until a new permit is obtained for the value of the work remaining unfinished. The Building Official may approve a period exceeding twenty-four months for completion of work when the permit holder can demonstrate that the complexity or size of the project makes completing the project within twenty-four months unreasonable. Any request shall be prior to expiration of the permit.

IRC Section R108.5.

IRC Section R108.5 (Refunds) is deleted in its entirety and replaced as follows:

The town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The town may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The town may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than one hundred and eighty days after the date of fee payment.

IRC Section R108.6.

IRC Section R108.6 (Work commencing before permit issuance) is deleted in its entirety and replaced as follows:

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system for which a permit is required by this code, without first obtaining the necessary permit, may be subject to an investigation fee as established by duly adopted resolution of the Board of Trustees, before a permit may be issued for such work. The amount of the investigation fee may be equal to the permit fee that would be assessed for the specific type of construction activity. An investigation fee, in addition to the

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permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or other adopted laws and ordinances of the Town.

IRC Section R109.1.5.2.

IRC Section R109.1.5 (Other inspections) is amended by the addition of a new Subsection R109.1.5.2, to read as follows:

Insulation Inspection. Inspection of the structure shall be made following installation of the wall, ceiling and floor insulation and exterior windows and weather rated exterior envelope before insulation and wall coverings are installed.

Mid-Roof Inspection. A mid-roof inspection is required for all shingle re-roof and new roof inspections including the installation of the required ice barrier.

IRC Section R109.1.5.3.

IRC Section R109.1.5 (Other inspections) is amended by the addition of a new Subsection R109.1.5.3, to read as follows:

Foundation Lot Certificate. A Foundation Lot Certificate ("FLC") with setback dimensions prepared and sealed by a Colorado Professional Land Surveyor shall be provided to the Firestone building department no less than three working days prior to requesting a rough inspection of any required building inspection including rough building, mechanical, plumbing, and electrical. The FLC shall not be older than forty-five days of the requested inspection. The FLC shall be based on the approved plat recorded by the town an FLC certificate shall be prepared by a Colorado licensed Engineer or Surveyor and sealed.

IRC Section R109.1.5.4.

IRC Section R109.1.5 (Other inspections) is amended by the addition of a new Subsection R109.1.5.4, to read as follows:

Improvement Location Certificate; Grading Certificate. Improvement Location Certificate; Grading Certificate. A final Improvement Location Certificate ("ILC") and grading certificate shall be submitted to the Firestone building department no less than three working days prior to requesting a final building inspection. Both the ILC and the final Grading Certificate shall not be older than forty-five days of the requested inspection. A grading certificate shall be based on the approved grading plan recorded by the town. An ILC shall be based on the approved plat recorded by the town. An ILC and Grading certificate shall be prepared by a Colorado licensed Engineer or Surveyor and sealed.

IRC Section R112.1.

IRC Section R112.1 (General) is deleted in its entirety and replaced as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of three members. This board shall be composed of a person appointed by the Town

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Manager, a person appointed by the appellant, and a person appointed by the two appointees. The Building Official shall be an ex officio member of and shall act as the secretary to the board but shall have no vote on any matter before the committee. The board members shall serve for the duration of the appeal. The board shall conform to the standard rules of procedure governing Town Boards and Commissions and shall render their decisions and findings in writing to the appellant, with a duplicate copy to the Building Official. A party may appeal the board's decision to the Board of Trustees in accordance with the procedure set forth in Section 112.4 of this code.

IRC Section R112.3.

IRC Section R112.3 (Qualifications) is amended to read as follows:

The board of appeals shall consist of members who are qualified by experience and training, as verified by the Building Official, to pass on matters pertaining to building construction. The board members may not be employees of either the jurisdiction or the appellant. The board members may not be personally, financially, contractually, professionally, or otherwise indebted, obligated, or bound to the appellant in any manner, nor may they be in any position where they might receive benefit, either personally or professionally, from any decision rendered.

IRC Section R112.5.

IRC Section 112.5 (Board of Trustees review of decisions rendered by the Board of Appeals) is enacted to read as follows:

To appeal a decision of the Board of Appeals a party must, within fifteen calendar days of the board's decision, submit a request for review to the Town Clerk. After submittal of a request for review the Building Official shall, within fifteen calendar days, prepare a certified record. Within thirty calendar days of submittal of a request for review the Board of Trustees shall, based only upon its review of the record, decide to uphold, overturn or modify the decision of the Board of Appeals. The Board of Trustees shall provide the parties a copy of its decision within seven calendar days of making same.

IRC Section R202.

IRC Section R202 (Definitions) is amended by addition of the following:

Sleeping Room (Bedroom). A sleeping room (bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1207.3 and contains a closet, an area that is usable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

IRC Table R301.2.

IRC Table R301.2 as amended is adopted to read as follows:

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Firestone IRC Table R301.2						
Ground Snow Load (psf)	Seismic Design Category	Winter Design Tempe	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
30	A	1°F	YES	2014	1000	45° F
Wind Design			Subject to Damage From:			
Basic Wind Speed(V)		Topographic Effects	Weathering	Frost Line Depth (inches)	Termite	
107		NO	Severe	30	Slight to moderate	

Table R301.2(1) Climatic and Geographic Design Criteria

Manual J Design Criteria	
Elevation	4,970 feet
Latitude	40.11° N
Winter heating	1° F
Summer cooling	92°F
Altitude correction factor	0.84
Indoor design temperature	70° F min. 72° F max.
Design temperature cooling	75° F
Heating temperature difference	69° F - 71° F
Cooling temperature difference	17° F
Wind velocity heating	15 mph
Wind velocity cooling	7.5 mph
Coincident wet bulb	60° F
Daily range	High
Winter humidity	30 percent
Summer humidity	50 percent

IRC Section R302.6

IRC Sections R302.6 (Dwelling-garage fire separation) is deleted in its entirety and replaced as follows:

The garage shall be separated as required by Table R302.6. Openings in garage walls shall comply with Section R302.5. Attachment of gypsum board shall comply with Table R702.3.5. The wall separation provisions of Table R302.6 shall not apply to garage walls that are perpendicular to the adjacent dwelling unit wall.

IRC Table R302.6.

IRC Table R302.6, as amended, is adopted to read as follows:

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TABLE R302.6 DWELLING-GARAGE	
SEPARATION	MATERIAL
From the residence and attics	Not less than 5/8-inch Type X gypsum board or equivalent applied to the garage side
From habitable rooms above the garage	Not less than 5/8-inch Type X gypsum board or equivalent
Structure(s) supporting floor/ceiling assemblies used for separation required by this Section	Not less than 5/8 -inch Type X gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than 5/8-inch Type X gypsum board or equivalent applied to the interior side of exterior walls that are within this area
For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.	

IRC Section R309.2.

IRC Section R309.2 (One- and two-family dwellings automatic fire sprinkler systems) is deleted in its entirety and replaced as follows:

An automatic residential fire sprinkler system shall not be required to be installed in one- and two-family dwellings.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.

R309.2.1 Design and installation.

Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13D.

IRC Section R310.3

IRC Section R310 (Smoke Alarms) is amended by the addition of a new Subsection R310.3, to read as follows:

R310.2.3 (Heat Detectors) Heat detectors/alarms shall be provided in accordance with this Section. When an attached garage has an Electric Vehicle Power Transfer System installed in compliance with NFPA 70 Article 625 Electric Vehicle Power Transfer System, a heat detector shall be installed within the garage and shall be wired to the home's smoke detector system. Heat detectors/alarms shall be listed and labeled in accordance with UL 521 or UL 539, and shall be installed in accordance with their listing and the manufacturer's instructions. When provisions are installed for future Electric Vehicle Power Transfer Systems in an attached garage, provisions shall also be installed for the future installation of an interconnected heat detection system. Such provisions shall include a junction box and all associated wiring necessary for the future installation and interconnection with the dwelling's smoke detection system.

IRC Section R311.3.

IRC Section R311.3 (Location) is deleted in its entirety and replaced as follows:

Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide

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detection shall be installed within the bedroom.

IRC Section R319.1

IRC Section R319.1 (Emergency escape and rescue opening required) is deleted in its entirety and replaced as follows:

Emergency escape and rescue opening required. Basements, habitable attics, the room to which a sleeping loft is open, and every sleeping room shall have not less than one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way. In new construction, windows and window wells located in unfinished portions of basements shall meet all the requirements of Section R319.1.1 through R319.4.4.

Exceptions:

1. Storm shelters and basements used only to house mechanical equipment not exceeding a total floor area of 200 square feet (18.58 m²).

IRC Section R319.4.2

IRC Section R319.4.2 (Ladder and steps) is amended to read as follows:

Window wells with a vertical depth greater than 44 inches (1,118 mm) shall be equipped with a permanently affixed ladder or steps that are usable with the window in the fully open position. Ladders or steps required by this Section shall not be required to comply with Section R318.7. Ladders or rungs shall have an inside width of not less than 12 inches (305 mm), shall project not less than 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well. All window wells shall be provided with a ladder in an unfinished basement.

IRC Section R329.4

IRC Section R329.4 (Rooftop-mounted photovoltaic systems) is amended by the addition of a new Subsection R329.4.4, to read as follows:

R329.4.4 All roof mounted PV systems shall have an array edge screen or critter guard to prevent birds or animals from accessing, making nests, or damaging conductors or cables below the PV array.

IRC Section R330

IRC Section R330 is amended by the addition of new subsections R330.9 through R330.11 to read as follows:

R330.9 (Ventilation). Indoor installations of ESS that product hydrogen or other flammable gases during charging shall be provided with mechanical ventilation in accordance with Section M1307.4.

R330.10 (Electric Vehicle Use). The temporary use of an owner or occupant's electric-powered vehicle to power a dwelling unit while parked in an attached or detached garage or outdoors shall comply with the

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vehicle manufacturer's instructions and NFPA 70.

R330.11 (Documentation and Labeling). The following information shall be provided:

1. A copy of the manufacturer's installation, operation, maintenance and decommissioning instructions shall be provided to the owner or placed in a conspicuous location near the ESS equipment.
2. A label on the installed system containing the contact information for the qualified maintenance and service providers.

IRC Section R331

Chapter 3, "Building Planning," of the IRC is amended by the addition of a new Section R331, entitled "Home occupation," to read as follows:

R331.1 Home occupation within a residence. Home occupations must meet all of the following requirements:

1. A home occupancy must comply with any requirement within the Firestone Municipal Code Section 16.3.3.4 and be reviewed and approved by the Planning department.
2. A home occupancy must comply with any code requirements within this code.
3. A home occupation shall use the same water, electric and gas meters as the residence.
4. No occupancy shall be permitted as defined in IBC 302.1 other than an R-3.

IRC Section R401.2.

IRC Section R401.2 (Requirements) is amended to read as follows:

Foundation construction shall be capable of accommodating all loads in accordance with Section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice. Foundations for new dwellings or additions to existing dwellings shall be designed and the construction drawings stamped by a Colorado registered design professional. The foundation design must be based on an engineer's soils report. The drawings must be noted with the soils engineering firm's name, project number, specific location for design, and soils report number. Soil conditions for additions to existing dwellings shall be permitted to be verified by a Colorado registered design professional via an open hole observation prior to placing footing forms; the engineer must provide a sealed, signed, and dated observation report to the Building Department prior to rough inspections, confirming that the soil conditions match the requirements of the engineered foundation design. If the engineer's observation report is not provided, the permit may be subject to revocation by the Building Official. A site certification prepared by State of Colorado registered design professional is required for setback verification on all new Group R Division 3 occupancies.

IRC Section R405.1.

IRC Section R405.1 (Concrete or masonry foundations) is amended by the addition of the following provision, to read as follows:

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All foundation drains shall be designed and inspected by a State of Colorado registered design professional.

IRC Section G2415.12.

IRC Section G2415.12 (Minimum burial depth) is amended by the addition of the following provision, to read as follows:

All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

IRC Section G2415.12.1.

IRC Section G2415.12.1 (Individual outside appliances) is deleted in its entirety.

IRC Section G2417.4.1.

IRC Section G2417.4.1 (Test pressure) is amended to read as follows:

The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 10psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than fifty percent of the specified minimum yield strength of the pipe.

IRC Section G2417.4.2.

IRC Section G2417.4.2 (Test duration) is amended to read as follows:

The test duration shall be not less than 15 minutes.

IRC Section G2420.5

IRC Section G2420.5 (Appliance shutoff valve) is amended to add the following subsection:

G2420.5.4 Outdoors gas appliance shutoff valve. The shutoff valve shall be within 6 feet (1829 mm) of the appliance and shall be installed upstream of the union, connector or quick disconnect device it serves. Such shutoff valves shall be provided with access. Shutoff valves serving movable appliances, such as cooking appliances, shall be considered to be provided with access where installed behind such appliances. Appliance shutoff valves located in the firebox of a fireplace shall be installed in accordance with the appliance manufacturer's instructions.

IRC Section G2427.2.1.1

IRC Section G2427.2.1 (Direct-vent appliances) is amended to add the following subsection:

G2427.2.1.1 Prohibited vent materials. Cellular core piping materials are prohibited for all direct vent appliance exhaust systems.

IRC Section P2503.5.1

IRC Section P2503.5.1 (Rough plumbing) is amended to read as follows:

DWV systems shall be tested on completion of the rough piping installation by water or, by air, without

EXHIBIT A

evidence of leakage. Either test shall be applied to the drainage system in its entirety or in Sections after rough-in piping has been installed, as follows:

1. Water test. Each Section shall be filled with water to a point not less than 10 feet (3048 mm) above the highest fitting connection in that Section, or to the highest point in the completed system. Water shall be held in the Section under test for a period of fifteen minutes. The system shall prove leak free by visual inspection.
2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of fifteen minutes.
3. Vacuum test. The portion under test shall be evacuated of air by a vacuum-type pump to achieve a uniform gauge pressure of -5 pounds per square inch or a negative 10 inches of mercury column (-23 kPa). This pressure shall be held without the removal of additional air for a period of 15 minutes.

IRC Section P2603.5.1.

IRC Section P2603.5.1 (Sewer depth) is amended to read as follows:

Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (305 mm) below grade at the point of septic tank connection. Building sewers shall be installed not less than 12 inches (305 mm) below grade.

IRC Section P2913.

IRC Section P2913 (Reclaimed water systems) is deleted in its entirety.

IRC Section P3103.1.1.

IRC Section P3103.1.1 (Roof extension) is amended to read as follows:

Open vent pipes that extend through a roof that do not meet the conditions of Section P3103.1.2 or P3103.1.3 shall terminate not less than 12 inches (300mm) above the roof or 12 inches (300mm) above the anticipated snow accumulation, whichever is greater.

IRC Appendix BE, Section BE103.1

IRC Appendix BE, Section BE103.1 is amended to read as follows:

The following construction techniques are intended to resist radon entry and prepare the building for post-construction radon mitigation. These techniques are required in all areas throughout the Town of Firestone. All new Single-Family Dwellings, Two-Family Dwellings, Townhouses, and other Group R occupancies as classified by IBC Section 310 shall be provided with a passive radon mitigation system installed in accordance with this Section. Testing shall be performed in accordance with Section BE104. Where the radon test results are 4 pCi/L or greater, a fan shall be installed on the radon vent pipe, and the Dwelling Unit or Sleeping Unit shall be retested until the test result is less than 4 pCi/L.

Article 4 – Amendments to the National Electrical Code (NEC)

NEC Section 450.27.

NEC Section 450.27 (Oil-Insulated Transformers Installed Outdoors) is amended to read as follows:

Combustible material, combustible buildings, and parts of buildings, fire escapes, and door and window openings shall be safeguarded from fires originating in oil-insulated transformers installed on roofs, attached to or adjacent to a building or combustible material.

In cases where the transformer installation presents a fire hazard, one or more of the following safeguards shall be applied according to the degree of hazard involved:

1. Use Firestone Transformer, Outdoor Oil Insulated Guideline or any Nationally Recognized Standard approved by OSHA and acceptable to the AHJ. A commonly used standard of this type is the FM Global Property Loss Prevention Data Sheet 5-4 for transformers.
2. Space separations.
3. Fire-resistant barriers.
4. Automatic fire suppression systems.
5. Enclosures that confine the oil of a ruptured transformer tank.

Oil enclosures shall be permitted to consist of fire-resistant dikes, curbed areas or basins, or trenches filled with coarse, crushed stone. Oil enclosures shall be provided with trapped drains where the exposure and the quantity of oil involved are such that removal of oil is important.

Article 5 – Amendments to the 2024 International Fire Code (IFC)

IFC Section 109.1.

IFC Section 109.1 (Board of appeals established) is deleted in its entirety and replaced as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the fire code official in the application and interpretation of this code, there is hereby created a board of appeals. The three-member board of appeals shall be comprised of the Chief Building Official, the Fire Chief, and an independent fire safety engineer, architect, industrial hygienist or other qualified individual with expertise in interpreting and applying this code with respect to the specific issues being appealed, and who is mutually agreed upon by the Chief Building Official and the Fire Chief. The board of appeals may adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a copy to the fire code official.

IFC Section 109.3.

IFC Section 109.3 (Qualifications) is deleted in its entirety.

IFC Section 109.4.

IFC Section 109.4 (Board of Trustees review of decisions rendered by the board of appeals) is hereby created and enacted to read as follows:

To appeal a decision of the board of appeals, a party must, within fifteen calendar days of the board's decision, submit a request for review to the town clerk. After submittal of a request for review, the fire code official shall, within fifteen days, prepare a certified record. Within thirty calendar days of submittal of a request for review, city council shall, based only upon its review of the record, decide to uphold, overturn or modify the decision of the board of appeals. The Board of Trustees shall provide the parties a copy of its decision within seven calendar days of making same.

IFC Section 202.

IFC Section 202 (General definitions) is amended by changing the following general definitions:

(a) Educational Group E is amended to read as follows:

[BG] Educational Group E. Educational Group E occupancy includes, among others, the use of a building or structure, or a portion thereof, by seven or more persons at any one time for educational purposes through the 12th grade.

[BG] Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than six children who receive educational, supervision or personal care services for less than twenty-four hours per day.

[BG] Six or fewer children. A facility having six or fewer children receiving such care shall be classified as part of the primary occupancy.

[BG] Six or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having six or fewer children receiving such care shall be classified as a Group R-3 occupancy or shall comply with

EXHIBIT A

the International Residential Code.

IFC Section 904.1.

IFC Section 904.1 (General) is amended to read as follows:

Automatic fire-extinguishing systems, other than automatic sprinkler systems, shall be designed, installed, inspected, tested and maintained in accordance with the provisions of this section and the applicable referenced standards. Alarms shall be required to indicate the operation of alternative automatic fire-extinguishing systems, distinctive audible, visible alarms and warning signs shall be provided to warn of pending agent discharge. All alternative automatic fire-extinguishing systems shall be monitored by a building fire alarm system in accordance with NFPA 72.

IFC Section 904.3.4.

IFC Section 904.3.4 (Alarms and warning signs) is amended to read as follows:

Alarms shall be required to indicate the operation of automatic fire-extinguishing systems, distinctive audible, visible alarms and warning signs shall be provided to warn of pending agent discharge. Where exposure to automatic-extinguishing agents poses a hazard to persons and a delay is required to ensure the evacuation of occupants before agent discharge, a separate warning signal shall be provided to alert occupants once agent discharge has begun. Audible signals shall be in accordance with Section 907.5.2.

IFC Section 904.3.5.

IFC Section 904.3.5 (Monitoring) is amended to read as follows:

An automatic fire-extinguishing system shall be monitored by a building fire alarm system in accordance with NFPA 72.

IFC Section 907.2.7.1.

IFC Section 907.2.7.1 (Occupation notification) is deleted in its entirety.

Appendix A (Board of Appeals) of the IFC.

Appendix A of the IFC (Board of Appeals) is deleted in its entirety and replaced as follows:

Appendix A - Board of Appeals

Section A101 - General.

A101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the International Fire Code pursuant to the provisions of Section 108. The board shall be established and operated in accordance with this Section, and shall be authorized to hear evidence from appellants, the fire code official, and other interested parties pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

A101.2 Membership. The three-member board shall consist of the Chief Building Official, the Fire Chief, and an independent fire safety engineer, architect, industrial hygienist or other qualified individual with expertise in

EXHIBIT A

interpreting and applying this code with respect to the issues being appealed. The Fire Chief and the Chief Building Official shall mutually agree upon the individual to serve as the third board member.

A101.3 Quorum. All three members of the board are required for a quorum. In varying the application of any provisions of this code or in modifying an order of the fire code official, an affirmative vote of at least two of the three board members is required.

A101.4 Secretary of the Board. The Fire District's Administrative Assistant shall serve as the secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, and the vote of each member.

A101.5 Meetings. The board shall meet within ten days after notice of appeal has been received, or as soon thereafter as practicable.

A101.6 Procedures. The board shall establish rules and regulations for its own procedures not inconsistent with the provisions of the Firestone Municipal Code and laws of the State of Colorado.

A101.7 Decisions. Every decision shall be promptly filed in writing in the office of the fire code official, the town administrator, and town clerk and shall be open to public inspection. A copy of such decision shall be kept publicly posted in the office of the fire code official for twenty-one days after filing. A certified copy of the final board decision shall be sent by mail or otherwise to the appellant by the fire code official.

A101.8 Board of Trustees Review. The town board of trustees, at its discretion and by motion, may call up any decision of the board within twenty-one days after the date of issuance of the board's written decision. In the event of such call up, the following shall apply:

A101.8.1 The board of trustees shall consider the board's decision at a public hearing held subsequent to the meeting at which the decision was called up, and notice of such public hearing shall be provided to the appellant at least five days in advance of the public hearing.

A101.8.2 The board of trustees call up review shall be de novo; in addition to the information submitted at its public hearing, the board of trustees may receive and consider the board's minutes, any staff reports, and reviews and recommendations provided by town staff or fire district staff, and such other information as the board of trustees determines relevant to review of the decision subject to its call up.

A101.8.3. The board of trustees may uphold, reverse or modify the decision of the board subject to its call up. The board of trustees' decision shall be promptly filed in writing in the office of the fire code official and the town clerk and shall be open to public inspection. A copy of such board of trustee's decision shall be kept publicly posted in the office of the fire code official for twenty-one days after filing. A certified copy of the final board of trustees' decision shall be sent by mail or otherwise to the appellant by the town clerk.

A101.8.4 Failure of the board of trustees to call up a decision of the board prior to the expiration of twenty-one days after the date of issuance of the board's written decision shall render the board's decision final for

EXHIBIT A

purposes of judicial review.

Article 6 – Amendments to the 2024 International Existing Building Code (IEBC)

15.10.015 IEBC Section 101.1.

IFGC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Firestone Existing Building Code, hereinafter referred to as "this code."

15.10.020 IEBC Section 1401.2.

IEBC Section 1401.2 (Conformance) is deleted in its entirety and replaced as follows:

Structures moved into or within the jurisdiction shall comply with the provision of this code for new structures.

Article 7 – Amendments to the International Plumbing Code (IPC)

IPC Section 101.1.

IPC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Firestone Plumbing Code, hereinafter referred to as "this code."

IPC Sections 103, 104, 105, 106, 107, 108 and 109.

IPC Sections 103 (Department of Plumbing Inspection), 104 (Duties and powers of the code official), 105 (Approval), and 106 (Permits), 107 (Inspections and Testing), 108 (Violations), and 109 (Means of Appeals) are deleted in their entirety.

IPC Section 103.

IPC Section 103 (Administrative provisions) is enacted to read as follows:

Sections 103 through Section 116, inclusive, of the Building Code, as adopted and amended by the Town, shall serve to provide the administrative, organizational and enforcement rules and regulations for this code.

IPC Section 305.4.1.

IPC Section 305.4.1 (Sewer depth) is amended to read as follows:

Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (304.8 mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 12 inches (304.8 mm) below grade.

IPC Section 312.3.

IPC Section 312.3 (Drainage and vent air test) is amended to read as follows:

An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.5 kPa) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than fifteen minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period.

IPC Section 403.3.6

IPC Section 403.3.6 (Door locking) is amended by deleting the exception.

IPC Section 903.1.

IPC Section 903.1.1 (Roof extension unprotected) is amended to read as follows:

Open vent pipes that extend through a roof shall be terminated not less than 12 inches (152.4 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

IPC Section 1304.

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IPC Section 1304 (Reclaimed water systems) is deleted in its entirety.

Article 8 – Amendments to the International Fuel Gas Code (IFGC)

IFGC Section 101.1.

IFGC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Firestone Fuel Gas Code, hereinafter referred to as "this code."

IFGC Section 404.12.

IFGC Section 404.12 (Minimum burial depth) is amended to read as follows:

Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

IFGC Section 404.12.1.

IFGC Section 404.12.1 (Individual outside appliances) is deleted in its entirety.

IFGC Section 406.4.1.

IFGC Section 406.4.1 (Test pressure) is amended to read as follows:

The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 10 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

IFGC Section 406.4.2.

IFGC Section 406.4.2 (Test duration) is amended to read as follows:

Test duration shall be not less than half an hour for each 500 cubic feet (14m³) of pipe volume or fraction thereof. When testing a system having a volume less than 10 cubic feet (0.28m³) or a system in a single-family dwelling, the test duration shall be not less than fifteen minutes. The duration of the test shall not be required to exceed twenty-four hours.

EXHIBIT A

Article 9 – Amendments to the 2024 International Mechanical Code (IMC)

IMC Section 101.1.

IMC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Firestone Mechanical Code, hereinafter referred to as "this code."

Article 10 – Amendments to the 2024 International Energy Conservation Code (IECC)

IECC Section 101.1.

IECC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Firestone Energy Conservation Code, and shall be cited as such. It is referred to herein to as "this code."

IECC: Part-2 Administration and Enforcement.

IECC Part-2 Administration and Enforcement is enacted to read as follows:

Sections 103 through Section 116, inclusive, of the Building Code, as adopted and amended by the City, shall serve to provide the administrative, organizational and enforcement rules and regulations for this code.

EXHIBIT A

Article 11 – Amendments to the 2024 International Swimming Pool and Spa Code (ISPSC)

ISPSC Section 101.1.

ISPSC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Firestone Swimming Pool and Spa Code, hereinafter referred to as "this code."

Article 12 – Amendments to the 2024 International Property Maintenance Code (IPMC)

IPMC Section 101.1.

IPMC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Firestone Property Maintenance Code, hereinafter referred to as "this code."

IPMC Section 102.3.

IPMC Section 102.3 (Application of other codes) is amended to read as follows:

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and National Electric Code.

IPMC Section 103.5.

IPMC Section 103.5 (Fees) is deleted in its entirety.

IPMC Section 111.

IPMC Section 111 (Means of Appeal) is deleted in its entirety and replaced as follows:

Section 113 and Appendix Chapter K of the Building Code, as adopted and amended by the Town, shall serve to provide the administrative appeal procedural rules and regulations for this code.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 26-35: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving a professional services agreement with McGrane Water Engineering, LLC for final design services of the BFL-Vogl-Stinar Alluvial Well Project.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

Approval of the proposed resolution will authorize an agreement with McGrane Water Engineering, LLC (MWE) to complete the final design of a horizontal well system, a pumping station, and an associated force main pipeline to deliver well water to the St Vrain Water Treatment Facility.

Firestone has identified a potential alluvial well site referred to as the BFL-Vogl-Stinar site to supply additional water for treatment to the St Vrain WTP as new development proceeds and demands on the plant increase beyond the capacity of the FAST Well Field.

Firestone previously hired MWE to perform a feasibility analysis of the site. MWE has been an integral part of the Town's groundwater supply for both park irrigation and for source water for the St Vrain WTP. MWE's site evaluation work is complete, and the site has been determined to be a feasible well field. Staff solicited a proposal from MWE to complete the final design. The final deliverables for the project will include construction drawings and specifications for bidding on the construction work. The professional services agreement is the Town's form agreement.

FINANCIAL CONSIDERATIONS

The contract is for \$630,000.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On May 28, 2025, the Board of Trustees approved Resolution 25-61 approving a feasibility study by McGrane Water Engineering, LLC.

On August 13, 2025, the Board of Trustees approved Resolution 25-86 with Site Services Drilling, LLC to drill test

holes, monitoring wells, and test wells.

On October 8, 2025, the Board of Trustees approved Resolution 25-104 with Hydro Resources-Rocky Mountain, Inc. to perform well completion and well pumping tests.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-35 McGrane Water Engineering (BFL-Vogl-Stinar Well System Design) - R050526
2. BFL-Vogl-Stinar Alluvial Well Exhibit (2026.03.25)
3. W2025-9564.04 B-V-S Well System Final Design (signed by MWE)

RESOLUTION NO. 26-35

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

WHEREAS, the Town of Firestone (“Town”) is in need of professional engineering design services, and more specifically, preparing final design drawings and specifications for a horizontal well system, pumping station, and associated pipeline, related to the Town of Firestone BFL-Vogl-Stinar Alluvial Well Project (“Project”); and

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

WHEREAS, Town Staff has negotiated with MWE an agreement to perform the services as described in the Professional Services Agreement, attached hereto as **Exhibit A**; and

WHEREAS, the Board of Trustees finds that entering into a Professional Services Agreement with MWE promotes the health, safety, welfare and convenience of the Town and its citizens.

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

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

Section 2. The Interim Town Manager is authorized to approve, sign, execute, and deliver change orders on behalf of the Town, provided that no change order shall be effective without Board approval if it would cause the total contract price, as adjusted by prior change orders, to exceed \$693,000. Once the total contract price exceeds \$693,000, all subsequent change orders shall require Board approval

PASSED AND ADOPTED this 20th day of May, 2026.

Don Conyac Jr., Mayor

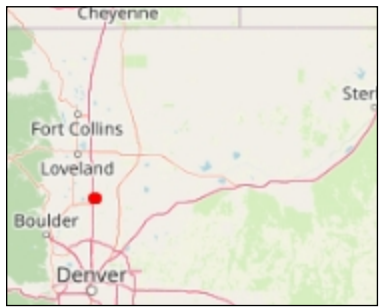
ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[MWE Professional Services Agreement]



- Legend
- Parcels
 - Highway
 - County Boundary
 - Well Screen
 - Gravity Pipe
 - Pump Station
 - Force Main
 - Approximate Burnco Mining Limits
 - Approximate Floodway



1,144.2 0 572.08 1,144.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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1: 6,865

Notes

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 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 **McGrane Water Engineering, LLC**, an independent Contractor with a principal place of business at 1354 Hey Jude Lane, #105, Highlands Ranch, CO 80129 ("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 provide to the Town certain services and furnish all Deliverables described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Scope of Services" or "Services"), and known as: **BFL-Vogl-Stinar Well Site Final Design (W2025-9564.04)**. In addition, Contractor shall provide services 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**.

B. A change in the Scope of Services or Deliverables shall not be effective unless authorized as a Change Order or as an amendment to this Agreement. If 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.

C. The Town, as a public entity, is required to comply with Colorado and federal laws, including their implementing rules and regulations, such as HB 21-1110 (Colorado Laws for Persons with Disabilities), HB 24-1454 and the Americans with Disabilities Act (collectively "digital accessibility laws"). Compliance with these digital accessibility laws means that the Town must meet digital accessibility standards established by Colorado Office of Information Technology (OIT). As such, Contractor shall deliver or perform the Services in a manner that is compliant with the most recently adopted W3C, Web Content Accessibility Guidelines (WCAG) by the Colorado Office of Information Technology, which as of the effective date is WCAG 2.1 level AA ("WCAG Standards").

1. To the extent Contractor's Services permit the Town or intended users to post content, Contractor will make good-faith commercially reasonable efforts to ensure that the dissemination of Content for access, review, and/or use of content is in a format that

conforms to the WCAG Standards and does not interfere with the ability of content providers to post such content in a format that conforms to the WCAG Standards.

2. If Contractor claims that delivered Services comply with the applicable WCAG Standards, and it is later learned that any part of Contractor's Services is not in compliance with the WCAG Standards, the Town will inform Contractor in writing of the noncompliance, and Contractor agrees to remediate if possible the noncompliance within a reasonable time-period.
3. The Town may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the Town to ensure Contractor's Services are in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

D. 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 Services;
2. The amount of the adjustment to the Contract Price (defined below); and
3. The extent of the adjustment to the Term.

All changes in the Services authorized by the applicable Change Order shall be performed under the applicable conditions of the Agreement.

E. Conflict of Interest. Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any Town official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any Town-adopted Code of Conduct or ethical principle.

II. TERM AND TERMINATION

A. Term. Contractor shall commence the Services on the Effective Date and shall complete the Project and Services on or before the first (1st) anniversary of the Effective Date, unless terminated as provided herein. This Agreement may only be renewed upon the mutual written agreement of the Parties.

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

C. Termination for Non-Performance. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing party which

notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Effect of Termination. In the event of termination, Contractor shall immediately discontinue performance, and deliver to the Town all Work Product (as defined herein). Without prejudice to any other rights or remedies it may have hereunder or at law or in equity, the Town may itself or through another service provider take over any unfinished Services and Deliverables by whatever reasonable method it may deem expedient. In addition, at the Town's request, Contractor shall timely: (a) document in reasonable detail the status of the terminated Services and unfinished Deliverables; (b) submit a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination; and (c) deliver to the Town copies of all documents and data reasonably required for the completion of any unfinished Services and Deliverables.

E. Unilateral Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's sole discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension; or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

F. Reinstatement of Services Following Town's Unilateral Suspension. The Town may at its sole discretion direct Contractor to continue performance of the Services following suspension. If such direction by the Town is made within (30) days of the date of suspension, Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, Contractor may elect to: (1) provide written notice to the Town that such suspension is considered a termination of this Agreement pursuant to Section II.C; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the Town an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the Town, to provide written notice to the Town that such suspension and rejection of additional compensation is considered a termination of this Agreement pursuant to Section II.C. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

G. Nothing in this Agreement shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party, nor shall it preclude the Parties from executing

a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

H. Survival. Certain provisions that require ongoing obligations such as the indemnification provisions set forth herein shall survive termination.

III. COMPENSATION

A. In consideration for the Contractor's completion of the Services and furnishing of Deliverables, and subject to any adjustments authorized under this Agreement, the Town shall pay Contractor (check and initial as applicable below):

☐ _____ A fixed sum of \$xxx/ Month.

☒ _____ Based upon services rendered and billed in accordance with the proposal attached hereto as Exhibit A, but in no event shall the total compensation exceed \$630,000.

☐ _____ As described in Exhibit A.

This amount shall include all fees, costs and reimbursable expenses (defined below) incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses ("Contract Price"). Contractor may submit periodic invoices, but may not submit invoices more frequently than monthly, which shall be paid by the Town within 30 days of receipt.

B. Reimbursable Expenses. The following fee, cost, charge or expense explicitly stated below shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

☐ None

☒ Amounts paid to contractors or subcontractors retained by Contractor to perform work in connection with the Deliverables

☒ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)

☒ Printing and Photocopying Related to the Services (billed at actual cost)

☐ Long Distance Telephone Charges Related to the Services

☒ Postage and Delivery Services

☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically listed or stated in this Section III.B shall be deemed a non-reimbursable cost that shall be borne by the Contractor, and shall not be paid by the Town.

C. Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, materials and expenses, along with a general description of the Services performed and/or Deliverables worked on, the start and completion dates of any Services or Deliverables, and who performed the Services or completed the Deliverables. Contractor shall provide appropriate supporting documentation with each invoice.

D. Disputes. If there exists a good faith dispute with regard to an item appearing on an invoice, the Town has the right to withhold payment on any amounts that are disputed while the Parties attempt to resolve the dispute, provided that the Town provides Contractor with notice of such dispute within thirty (30) days after receipt of the invoice and pays all undisputed amounts by the due date. The Town's withholding of such disputed amount shall not constitute a breach of this Agreement, nor shall it be grounds for Contractor to suspend or terminate its performance of undisputed Services.

E. Set Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that Contractor is, and its employees are, qualified to assume the responsibilities and render the Service and have all requisite corporate authority and professional licenses in good standing, required by law. The Services performed by Contractor and its employees shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing design professionals in the same or similar type of work in the State of Colorado. The Services to be performed by Contractor and its employees hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. Contractor further acknowledges as follows: (1) Contractor shall not access, process or otherwise use Dependency Information other than as necessary to facilitate Services; (2) shall not give any third party access to Dependency Information, including without limitation Contractor's other customers or clients; (3) shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Dependency Information, and shall implement administrative, technical and physical safeguards for managing unauthorized disclosure or exposure of Dependency Information stored by Contractor; and (4) in the event that Contractor has on-site or remote access to Town systems or networks in connection with the Services hereunder, Contractor will comply with the Town's security requirements.

C. 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.

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

E. Except with the Town's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Project.

V. OWNERSHIP

A. Client Materials. All right, title and interest in and to any proprietary materials, information, items, or data provided by the Town to Contractor, including without limitation, any Dependency Information, GIS Data (defined below), hardware, software, equipment and other pre-existing technology, other materials of any kind and nature, and any trademarks, service marks, trade logos or other pre-existing intellectual property rights relating thereto ("Client Materials") are and shall remain the sole property of the Town. Town grants to Contractor a limited, nontransferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement to copy, store, record, transmit, display, view, print or otherwise use (i) Client Materials solely to the extent necessary to perform the Services under this Agreement; or (ii) to enforce this Agreement and exercise Contractor's rights hereunder, if Contractor has a reasonable belief of the Town's non-compliance. No Client Materials shall be removed from the Town's premises without the Town's prior written consent. All Client Materials shall be returned upon the earlier of (a) the Town's request for their return; and (b) completion or termination of the Services. Contractor shall maintain such materials in good condition. Nothing in this Agreement shall be construed to confer any right or permission to any third-party vendors or providers with whom Contractor has contracted for the provision of any third-party products. **Under no circumstances shall the transfer or assignment of Engineer's Work Product to the Town be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose except as expressly provided in this Agreement.**

B. Work Product. Any drawings, specifications, electronic data, Deliverables, materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor ("Work Product") have been or will have been specially ordered or commissioned by the Town, and accordingly, each is and will be a "work made for hire" (as such term is used in 17 U.S.C. § 201) for the Town, effective as of the moment each such item is fixed in a tangible medium, whether or not such item is complete. Contractor hereby transfers and assigns to the Town all of its all right, title, and interest in and to all Work Product, including, but not limited to, all United States and foreign copyright, patent, trademark, trade secret and any other proprietary rights pertaining to such Work Product held by Contractor. To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor. The forgoing shall not apply to previously created and/or owned intellectual property of Contractor. Nothing in this Agreement will prevent Contractor from retaining copies of documents for the lawful use in its own business purposes. Contractor will provide the Town with a ten (10) day written notice prior to disposal of documents it has retained, during which time the Town may take physical possession of same.

C. Town grants to Contractor the non-exclusive, nontransferable right to copy, store, record, transmit, display, view, print or otherwise use the Town's maps and GIS data ("GIS Data") solely to the extent necessary to perform the Services. The GIS Data may only be used by Contractor's employees for the purpose of performing Services. As between the Town and Contractor, the Town reserves all its rights, title and interest in and to all other Town data, including all intellectual property rights relating thereto, subject to the rights and permissions granted herein. Nothing in this Agreement shall be construed to confer any right or permission to any third-party vendors or providers with whom Contractor has contracted for the provision of any third-party products.

D. The GIS Data contains proprietary information belonging exclusively to the Town, which claims copyright and trade secret protection in the GIS Data and in each constituent element of information provided. Except as expressly permitted by this Agreement, Contractor will not, and will not allow any third party to: (i) copy, modify, adapt, alter, translate, or create derivative works of the GIS Data; (ii) distribute, sell, resell, lend, loan, lease, license, operate as a service bureau, managed service, sublicense or transfer the GIS Data; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the GIS Data (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (iv) use the GIS Data to knowingly violate any privacy or other rights of any third party; or (v) remove, alter or obscure any proprietary notices of the Town, its licensors or suppliers included in the GIS Data.

E. DISCLAIMER OF WARRANTIES. ALL CLIENT MATERIALS, DEPENDENCY INFORMATION AND GIS DATA ARE PROVIDED "AS-IS" WITH ALL FAULTS AND TOWN HEREBY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND THE TOWN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INTEGRATION, TITLE AND FITNESS OF THE CLIENT MATERIALS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, TOWN MAKES NO WARRANTY OF ANY KIND THAT ANY CLIENT MATERIALS, DEPENDENCY INFORMATION OR GIS DATA WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR OTHER SYSTEM.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town, nor is it or its agent or employees entitled to workers' compensation benefits. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

A. Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

- ☒ Contractor shall secure and maintain the following ("Required Insurance"):
 - ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
 - ☒ Commercial General Liability insurance coverage to protect the Contractor from all

claims for bodily injury, including death and all claims for destruction of or damage to property, arising out of or in connection with the Services, whether such operations be by the Contractor or anyone directly or indirectly employed by the Contractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

- ☒ Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- ☒ Errors and Omissions Professional Liability Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

B. Additional Requirements for All Policies. 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. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations. Every policy of insurance

shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

C. Insurance Certificates. Prior to beginning the Services, and for any Renewal Term, Contractor shall provide to the Town current certificates of insurance for all Required Insurance to demonstrate conformance with this Agreement. Certificates of insurance shall reference this Agreement. The Town may, at its election, withhold payment for Services until the insurance certificates are received and found to be in accordance with the Agreement.

VIII. INDEMNIFICATION

A. Notices of Claim. A Party must provide written notice to the other Party immediately in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising out of or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims from third-parties.

B. Contractor agrees to indemnify, defend and hold harmless the Town and its officers, employees, ("Indemnified Parties") 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 other loss of any kind whatsoever, which arise out of or are reasonably related to this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, subcontractor of Contractor, or officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. 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 subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

D. Intellectual Property Indemnification. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any deliverable provided by Contractor under this Agreement as part of the Services including software, reports, or other work product (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided

by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

E. Accessibility Indemnification. Contractor shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties (as defined in Section 10) in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

IX. TOWN OBLIGATIONS/CONFIDENTIALITY

A. Dependency Information. The Town shall provide Contractor with data, information, reports, records, writings, plans and any such other documentation or materials ("Dependency Information") as may be available to the Town, and reasonably required by Contractor perform the Services or furnish the Deliverables pursuant to this Agreement or a Task Order. Dependency Information does not include any component of the Deliverables or materials provided by or on behalf of Contractor to the Town in the course of performing the Services or furnishing of Deliverables.

B. Access to Property and Records. The Town shall provide Contractor with access to its property as required and necessary to perform the Services or to complete the Deliverables. To the extent required by law, the Town and Contractor agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq. Contractor agrees to hold the Town harmless from the disclosure of any records that the Town reasonably believes it is legally required to disclose.

C. Confidentiality; Protection. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Contractor expressly recognizes that the Town is subject to the Colorado Open Records Act and may be required to disclose certain information pursuant to the requirements of that Act. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party so that the disclosing party may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

D. Return of Materials. Upon expiration or termination of this Agreement, except as necessary to exercise the rights granted by the Town to Contractor pursuant to Section III, each Party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other Party, each Party will provide the other Party with written certification of compliance with the foregoing obligations under this Section IX.D.

E. Appropriation: If this is a contract for the design or construction, or both the design and construction, of a public works project, the Town has appropriated funds equal to or in excess of the Contract Price.

X. CONSTRUCTION COST ESTIMATE

A. Definition. The term "Construction Cost" shall mean the total cost or estimated cost to the Town of all elements of the Project designed or specified by Contractor. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Town and equipment designed, specified, selected or specially provided for by Contractor, plus a reasonable allowance for the construction contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes to the Project during construction. The term "Construction Cost" does not include the compensation of Contractor and Contractor's consultants, the cost of the land, rights-of-way, financing, or other costs that are the responsibility of the Town.

B. Responsibility for Construction Cost.

1. Evaluations of the Town's budget for the Project, preliminary estimates of Construction Cost, and detailed estimates of Construction Cost, if any, prepared by Contractor, represent the Contractor's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Contractor nor the Town has control over the cost of labor, materials, or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that bids or negotiated prices will not vary from the Town's budget for the Project or from any estimate of Construction Cost or evaluation prepared or agreed to by Contractor.
2. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a budget for the Project, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, Contractor shall be permitted to include contingencies for design, bidding, and price escalation, to determine what materials, equipment, component systems, and types of construction are to be included in any construction contract documents, to make

reasonable adjustments in the scope of the Project, and to include in the construction contract documents alternate bids to adjust the Construction Cost to the fixed limit.

3. If the Town does not issue its invitation to bid within 90 days after Contractor submits the proposed contract construction documents to the Town, Contractor shall have no further responsibility with respect to the Construction Cost
4. If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid, the Town shall:
 - i. give written approval of an increase in such fixed limit;
 - ii. authorize re-bidding within a reasonable time
 - iii. abandon the Project; or
 - iv. cooperate in revising the scope of the Project and its quality as required to reduce the Construction Cost.
5. If the Town chooses to proceed under subsection (d)(4) hereof, Contractor shall, without additional charge for services or out-of-pocket costs, modify its design and/or the proposed construction contract documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents shall be the limit of Contractor's responsibility arising out of the establishment of a fixed limit.

XI. MISCELLANEOUS

A. Time is of the Essence; Days. The Parties agree that time is of the essence with respect to this Agreement. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

B. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would

be of no value to the Town; and/or

4. Terminate this Agreement in accordance with this Agreement.

The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in either Party in law or equity, all of which rights and remedies are specifically reserved by the Parties. The remedies herein provided or otherwise available to each Party shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in each Party.

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 Weld County, Colorado.

D. 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 obligation of this Agreement. In the event the Town shall elect to selectively or successively enforce its rights under Section X.B, such action shall not be deemed a waiver or discharge of any other rights of the Town under this Agreement or at law.

E. Integration and Amendment. This Agreement constitutes the entire agreement between the Parties, superseding all prior negotiations, representations, or agreements, either written or oral. Except for Change Orders described in Section I.D, any amendments to this Agreement must be in writing and be signed by both the Town and Contractor.

F. Third Parties. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

G. Notice. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail or facsimile.

TOWN: Julie Pasillas, Director of Water and Community Resources
9950 Park Avenue
Firestone, CO 80504

CONTRACTOR: Dennis McGrane
1354 Hey Jude Lane, #105
Highlands Ranch, CO 80129

H. 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.

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

J. 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.

K. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities 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.

L. 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.

M. Subject to Annual Appropriation. The Parties understand and acknowledge that the Town is 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, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town 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 Town of Firestone, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

N. 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.

O. Counterparts and Signatures. This Agreement and any Change Order may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the Parties shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic transmission. The Parties further agree this Agreement and any Change Order may be executed by electronic signatures, and any electronic signatures, electronic record of this Agreement or Change Order containing an electronic signature, or a paper copy of an electronic signature shall be effective for all purposes and binding upon the party providing such electronic signature as if it were the party's original signature, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

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

CONTRACTOR:
McGrane Water Engineering, LLC

By: *Dennis McGrane*

Dennis McGrane

EXHIBIT A
SCOPE OF SERVICES

(see attached 14 pages)

McGrane Water Engineering, LLC

1354 Hey Jude Ln #105., Highlands Ranch, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com



May 1, 2026

Mr. David Lindsay, PE.

Colorado Civil Group

5110 Granite St. Suite 200

Loveland, CO 80538

Via email at: dlindsay@ccginc.com

RE: Proposal – Town of Firestone – Barefoot Lakes/Vogl-Stinar Horizontal Well and Pipeline to Firestone Water Treatment Plant

Dear Mr. Lindsay:

At your request, McGrane Water Engineering, LLC (MWE) is providing this proposal to provide professional design services for the Barefoot Lakes/Vogl-Stinar (BL-VS) Horizontal Well and Pipeline Project for the Town of Firestone. The project is located between Weld County Rd 26 (CR26) and Saint Vrain Creek (SVC) in Section 36, Township 3 North, Range 68 West (6th PM). The project will provide additional water for the Town that will be delivered to the Town's "FAST" water treatment plant which is located approximately one mile to the east.

Engineering Team

There are three engineering firms teaming on this phase of the project. MWE will lead the design teams and the Town will contract through MWE. Dennis McGrane, PE, CPG (MWE) will be primarily responsible for horizontal well ("H-well") design, well testing, geotechnical engineering oversight, pump design, and project management. The two other primary engineering firms subcontracting to MWE include:

- Miller Groundwater Engineering, LLC (MGE). Calvin Miller, PE, PhD will be responsible for: i) aspects of project planning, ii) groundwater hydraulics and analysis, including aspects of well design decisions, and iii) groundwater modeling tasks related to well, placement, design, and future testing.
- D2 Consultants, LLC. (D2). Daria Drago, PE will lead civil engineering tasks including: the utility and wetlands studies, pipeline and pumphouse (including mechanical) design and surveying oversight.

MWE, MGE, and D2 have worked together since 2009 (~17 years) on numerous water supply projects in northern Colorado including the Town of Firestone's FAST H-well project and the

Mountain Shadows Park non-potable irrigation system project. MWE will subcontract some portions of the design work to specialty subcontractors as discussed below. The Town will contract with MWE for all professional engineering services related to the design.

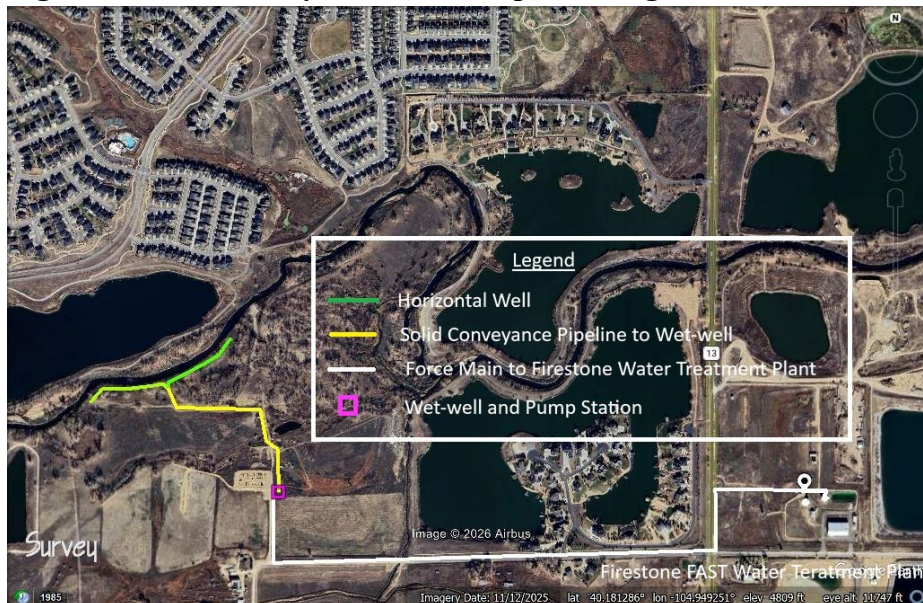
Colorado Civil Group (CCG) will act as the Town representative. CCG will provide additional project management oversight and be a liaison between this project's goals and the Town's strategic water planning.

Project Site

Figure 1 shows the preliminary H-well alignment and necessary infrastructure including:

- ~1500-ft-long H-well along the SVC;
 - ~1675 ft of non-perforated, gravity-flow pipeline (likely 18-inch diameter) to convey groundwater southward to a point outside the 100-year floodplain;
 - A pipeline connection (either a wye or manhole) with valves upstream to control flow and allow access for water level monitoring and H-well maintenance;
 - A “wet-well” (likely a concrete vault) at the end of the conveyance pipeline;
 - One or more vertical turbine pumps set inside the wet-well to pump water to the Firestone water treatment plant;
 - A simple wood-framed type “pump house” installed over the wet-well;
 - Pumps, pipes, valves, flow meter, power and controls inside the pump house; and
- An ~5700-ft-long buried force-main that conveys the pumped groundwater along CR26 to the raw water storage tank at the Firestone water treatment plant.

Figure 1 – Preliminary H-well and Pipeline Alignments



McGrane Water Engineering, LLC

1354 Hey Jude Ln. #105 • Highlands Ranch, CO 80129 • Phone: (303) 917-1247
email: dennis@mcgranewater.com

Project Background

In 2025, MWE and MGE evaluated the feasibility of an H-well pumping water at the BL-VS site. That evaluation is documented in a joint comprehensive report titled, “Horizontal Well Feasibility Study - Vogl-Stinar and Barefoot Lakes Site” dated April 2026. The report includes an executive summary with the following attachments:

- A hydrogeology memorandum by MWE dated February 26, 2026, that documents existing hydrogeologic reports, well data from the Colorado Division of Water Resources, past test-drilling geotechnical data from the nearby Barefoot Lakes development, new test-drilling data obtained by MWE, and H-Well site recommendations;
- A pumping test memorandum by MGE dated February 27, 2026, that documents the team’s analysis of two pumping tests conducted at the VS-BL site in Fall 2025;
- A groundwater yield modeling/projection memo by MGE dated March 31, 2026, that: i) compares projected yields for different H-well route and location options; ii) estimates H-well performance for municipal demand curve operations; and iii) documents model assumptions used in making the VS-BL site yield projections.

The report concludes that a properly designed and constructed H-well, approximately 1,500-ft-long and located approximately 80 feet from the SVC channel, could theoretically produce and sustain a maximum of 1,700 gpm. The high productivity of that well is based on its close proximity to the SVC and its ability to induce seepage from the river into the aquifer. The sand and gravel aquifer will partially filter the water. Water quality sampling was conducted by Spheros Environmental in the Fall of 2025. It is MWE’s understanding from CCG that the water quality is acceptable for the treatment capabilities at the Firestone water treatment plant.

H-Well Installation Methods

H-wells are unique for high-capacity municipal water supply. To our knowledge, there are less than five municipal H-wells in Colorado, including the 200-foot long H-well at FAST. In a memorandum to Dave Lindsey (CCG) dated December 9, 2018 we discussed different means of installing H-wells including “open” excavation using conventional backhoes, “trenchless” excavation, and Horizontal Directional Drilling (HDD). We recommended using the open trench approach at the Town’s FAST site which was a success.

In March 2026, we further evaluated H-well installation methods. We contacted the two known “trenchless” contractors in the United States and obtained preliminary designs and costs for installing an H-well using their methods. Their methods use a large (e.g., up to 100-ft reach) chain-saw-type trencher to cut to the bottom of the aquifer while simultaneously installing up to two 8-in diameter perforated pipes and pipe bedding as the trencher advances across the surface. We believe the

technology may work, and it may have some strong logistical installation advantages over deep open-trenching and dewatering. The trenchless contractors have only recently (this week) provided us with references that may allow us to compare the theoretical design yield of their installation sites with actual production tests performed after installation. At this point, we remain skeptical how hydraulically efficient the trenchless H-wells are for maximum water production at VS-BL. Because of this, we don't have high-enough confidence to recommend using the trenchless approach.

Similarly, our most recent research on HDD drilling has confirmed that HDD has a high risk for either complete failure (pipe route deflections) or poor yield performance. Therefore, this proposal is based on pursuing the H-well open-trench method for the VS-BL site.

I. SCOPE OF WORK

The project will include three engineering design tasks:

- Design Task 1 – H-well, wet-well, and solid (non-perforated) conveyance pipeline in between;
- Design Task 2 – Pump house, controls, and pressurized force main to the Firestone water treatment plant and prepare an Opinion of Probable Cost for project construction; and
- Design Task 3 – A sole-source pump procurement project with the Town's existing pump provider and contractor, Water Technologies Group (WTG), a Cogent Inc. company.

Each design task is broken down into subtasks culminating in preparing two sets of plans and specifications, one for the pump procurement (Task 3) and the other for all remaining construction Tasks 1 and 2. The Task 1 and 2 plans and specifications will be publicly bid, and the pump procurement project will be sent only to WTG for pricing.

Design Task 1 - H-well, Wet-well, and Solid Conveyance Pipeline

This includes the following subtasks:

Proposal Technical Scope Preparation

The proposal preparation involved the following technical planning tasks:

- Collaboration between the MWE design team, engineering design subcontractors, and CCG;
- Reevaluating H-well installation methods;
- Obtaining costs and requesting case study references from two trenchless H-well contractors; and
- Preparing this and previous versions of this proposal.

Evaluate and Compare H-Well Alignment Options

This includes updating and using the computer model to evaluate H-well yields, including the following tasks:

- Update model with additional geotechnical data obtained during design phase;
- Update model, if needed, with professional survey information;
- Further compare H-well yields for alignments located at various distances from SVC;
- Evaluate “winged” H-well alignments that flow toward a center connection point;
- Evaluate single versus dual side-by-side pipe configurations;
- Evaluate flat versus steep H-well pipe slopes (e.g. smaller pipes require steeper slopes for maximum gravity-flow conveyance);
- Seek input from excavation contractors concerning clearing, grubbing, staging and excavation costs; and
- Consider alternative H-well alignments if routes are adjusted due to wetlands, trees, topography, property lines, or other site construction logistics; and

Assumptions: 1) We have included 80 hours for MGE to conduct the various model runs; and 2) we included 16 engineering hours and \$2,000 to pay for two different pipeline contractors to visit the site and provide construction and dewatering logistical input and preliminary cost estimates to consider in the recommended alignment and cost estimate provided in Task 2 discussed below.

Job Product: 1) A task memo that includes model descriptions, drawdown figures, and tabulated yield predictions and comparison; and 2) a preferred alignment that incorporates yield vs. logistics factors.

Need from Town: 1) We request the Town, through CCG, select a final alignment for the final design.

H-well and Solid Pipeline Materials, Connection (wye, or manhole), Valving and Access

We will design a stable connection between the “winged” H-well and solid conveyance pipeline to the wet-well. It needs to have valves on either side to isolate control and stop flow from either side. There also needs to be access for H-well water level measurements and rehabilitation or clean-out. We will also evaluate:

- Perforated and solid pipeline materials, size and gradient; slot size and overall open area; and
- H-well/Solid pipeline connection (wye or manhole), valving and access.

Assumptions: 1) The decision to use a wye or manhole connection will depend on: i) stability, head loss through it, and the ability to access inside the H-well; ii) constructability; iii) State H-well variance approval; and iv) cost. 2) We budgeted \$13,000 for SMRC to design a manhole connection and prepare a drawing for the plans and specifications if that design option is selected.

Job Product: 1) We will present the pros and cons of either option in our design comparison memorandum discussed below.

Wetlands Delineation

We will:

- Conduct a desktop analysis that involves evaluating existing wetlands and soil mapping by the US Department of Agriculture, Natural Resources Conservation Service (NRCS);
- Conduct a field wetland survey to delineate aquatic resources along the preliminary alignment based on US Army Corp of Engineers (USACE) Great Plains Regional Wetland Delineation Manual and other appropriate regional guidance; and
- Coordinate with the USACE and Colorado Department of Public Health and Environment (CDPHE) regarding the wetlands findings and, if needed, submit a Jurisdictional Determination (JD) request to determine whether individual Clean Water Act Section 404 permitting is required.

Assumptions: 1) We will subcontract wetlands delineation tasks to D2's wetlands specialist Robert Belford. Based on our initial site visit, his preliminary opinion is that we will be able to operate under a "Nationwide" Section 404 Clean Water Act Permit. Therefore, a site specific individual 404 permit can likely be avoided; 2) Belford's budget (\$16,000) does not include preparation of a site specific 404 permit or a State of Colorado "Waters of the State" Permit. If either are required, a separate scope and fee for this work will be submitted to the Town for consideration; and 3) The wetland delineation boundary does not require survey precision and will be captured using a phone app.

Job Product: 1) Memo with wetland mapping 2) Copies of the USACE regional wetland datasheets and/or stream forms will be included in the report appendix, and 3) GIS shapefiles will be provided to the Town.

Geotechnical Engineering (including drilling, materials testing and monitoring well installation)

We will subcontract site geotechnical work to CMT Technical Services. CMT team leader (Craig Vaughn, PE) led the CMT staff who did the geotechnical work at the Town's FAST site. CMT will evaluate geotechnical conditions along the H-well alignment, convenience pipeline alignment and at the wet-well. Activities include:

- Drilling approximately 17 borings to bedrock along the proposed alignment to refine depth and elevation of bedrock;
- Collecting samples via spilt-spoon sampling;
- Completing four borings as permanent monitoring wells;
- Soil sampling using a modified California sampler and standard penetration tests (SPTs) to assess material hardness and layering;
- Conducting laboratory testing to classify and characterize the soil/bedrock. Testing will include: grain-size distribution, plasticity, natural moisture content, and density, swell/consolidation in response to wetting, soil corrosivity potential, and rock quality designation (RQD) on core samples if conducted; and

- An engineering report that includes:
 - the site drill plan;
 - boring log summary and laboratory results;
 - a discussion of geotechnical site development considerations and constraints, grading recommendations, and slope configuration;
 - trenching and shoring recommendations for close excavating close to SVC;
 - a discussion of allowable bearing pressures, lateral load criteria, difficulty of bedrock excavation (aka “digability”) and construction considerations; and
 - recommended compaction criteria for fill and backfill.

Assumptions: 1) CMT Geotech has provided MWE a proposal for \$70,000 to conduct the basic work. This includes a 10% markup to cover additional insurance liability and management of CMT’s work. No markup will occur if the Town chooses to contract directly with CMT; and 2) we budgeted 8 man-days to be present in the field with CMT to observe drilling and sample collection.

Job Product: 1) The geotechnical report will be made available to project contractors with the plans and specifications.

Route Option Memorandum with Recommendations

We will evaluate various H-well locations and designs as described above, including connection type, and provide a memo discussing option pros and cons and our preferred route and design recommendations. Upon approval by the Town, we will stake the selected H-well alignment, and our subcontracted surveyor will survey in the stakes for use in the design plans and capture the test hole locations. During the preliminary survey work prior to drilling, the surveyor will capture the prior test hole sites, monitoring well sites, piezometers and surface water features that are simulated in our groundwater model.

Assumptions: 1) We will not provide results for every model run or route evaluation; rather only those that support our decision making; 2) We will provide this to CCG to discuss with the Town to confirm the final design and route recommendation; and 3) this is not a cost-benefit analysis as previously discussed in prior scoping.

Job Product: 1) Memorandum with text and figures. 2) Survey data in AutoCAD and pdf format.

Well Permit and Well Construction Variance

The State of Colorado’s Division of Water Resources regulates well construction and requires that a well permit and well-construction variance be obtained for H-wells. H-wells are considered “Infiltration Galleries” under State well construction rules and regulations (Rule 10.4.13). The Colorado Water Well Contractor’s Association (CWWCA) Board reviews variances on a quarterly basis. The Board’s 2026 meetings are June 2nd, August 4th, or October 6th. After the Town obtains land ownership, we will submit a well permit application with a variance request that includes our preliminary H-well and wet-

well designs to the State. This will allow us to appear and present before the CWWCA at, hopefully, their August meeting.

Assumptions: 1) We have budgeted 84 hours for our design team to evaluate, prepare, and present our H-well design at the CWWCA board meeting; 2) In case additional revisions or meetings are required, we included a 10-percent design contingency that should cover additional costs.

Job Product: 1) Well permit application and well variance request and presentation to the CWWCA.

Needs from Town: This proposal does not include preparing a Substitute Water Supply Plan (SWSP) which will be required to use a well that the State permits. 2) If a well permit and variance are granted contingent on approval of a SWSP, it will be good for two years, with the option to request a one-time permit extension for an additional year.

Surveying

We propose conducting a topographic survey by a licensed surveyor. The survey will be used to: i) estimate the pipeline excavation depths; ii) select a pipeline alignment as part of Design Task 2 discussed below; iii) located buried utilities prior to drilling and pipeline alignment selections; and iv) to include as base mapping in the plans and specs. The survey will include a 100-foot wide corridor following the draft pipeline alignment from SVC on the Barefoot Lakes property and across the Vogl-Stinar properties. The survey will continue eastward along CR26 to the FAST raw water storage tank including 75 feet on either side of CR26 (see Figure 1). The surveyor will locate buried utilities and document existing topography, property lines, recorded easements, utilities, including oil and gas pipelines and municipal utilities along CR26, and other features impacting the pipeline design such as crossings or obstructions.

As discussed under Task 1, a second survey will be conducted after the geotechnical drilling to capture the test hole locations and the selected H-well alignment for inclusion in the design plans.

Assumptions: 1) We will subcontract the surveying work to a licensed professional land surveyor. We have received costs from Lat 40 and from Civil Arts. We believe the survey work can be conducted for \$44,000; 2) We have included a 10 percent design contingency in case justified costs exceed our estimate. 3) Recorded easements will be provided to the surveyor via title commitment. The title commitment is assumed to cover up to 10 properties and cost up to \$2,500. 4) A 75-foot corridor along the proposed H-well and collection pipe route will be sufficient for pre-field work buried utility locates.

Job Product: 1) Survey data will be provided in pdf and AutoCAD format and integrated into our design plans. The digital survey data will also be provided to the Town for reference.

Preliminary Transformer Cost Estimate

We expect a transformer from United Power to be a long-lead time item. MWE will provide our electrical subcontractor, Browns-Hill Engineering and Controls (BH), preliminary load estimates for

pump station pumps, electrical, lighting, heating, etc. BH will then calculate a preliminary load calculation and coordinate with United Power to determine a transformer cost and delivery time.

Assumptions: 1) BH estimates it will cost \$4,100 to conduct the work, which we increased to \$6,000 in case multiple review iterations with United Power are required.

Job Product: 1) BH will provide a transformer cost estimate and delivery time.

Needs from the Town: 1) We request that the Town order and pay for the transformer in a timely manner so that power is available during project construction.

Plans and Specifications

We will compile the results of the above tasks into plans and specifications for project bidding.

Task 1 Cost Assumptions

Table 1 contains a detailed cost summary for Design Task 1. We estimate the total cost for MWE (including D2 and MGE) will be approximately \$194,000. We estimate engineering subcontractors will cost an additional \$165,000, totaling **\$359,000**. The wet-well structural design is not included and will be done by the vault provider as part of the construction bid, similar to how it was done at FAST.

Table 1 – Task 1 (H-well, Wet Well, and Gravity-Flow Well Pipeline) Opinion of Probable Cost

Task 1 - H-well, Wet Well and Solid Pipeline									
Task	Description	Subtask No.	SubTasks	ENGINEERING DESIGN					
				2026 Months	Weeks (Max)	MWE, MGE and D2	Engineering Subs	Total Engineering \$	
1A	Design	a	Pre-proposal Research	Apr-July	12	\$ 16,000	-	-	\$ 16,000
		b	Evaluate Alignment Options via Modeling			\$ 28,000	\$2,000	Pipeline Contractor(s)	\$ 30,000
		c	H-well/Solid Pipe Materials, Connection, Valving and Access			\$ 9,000	\$13,000	SMRC	\$ 22,000
		d	Wetlands Delineation & Regulators Outreach			\$ 14,000	\$16,000	Robert Belford	\$ 30,000
		e	Geotech Drilling and Monitoring Well Installation			\$ 22,000	\$70,000	CMT Technical Services	\$ 92,000
		f	Memo Comparison and Recommendations			\$ 17,000	-	-	\$ 17,000
		g	Well permitting and Construction Variance			\$ 17,000	-	-	\$ 17,000
		h	Utility Locates, Base Mapping, Post Drill Surveying			\$ 7,000	\$47,000	Civil Arts	\$ 54,000
		i	Final H-well and Pipeline Design to Wet-Well			\$ 28,000	\$1,000	LineDesign	\$ 29,000
		j	Size Transformer			\$ 6,000	\$6,000	BH	\$ 12,000
1B	Prepare Plans and Specs and Bid	a	Text Sections	July - Aug	4	\$ 17,000	-	-	\$ 17,000
		b	Prepare Plans, Specs and Drawings			\$ 13,000	\$10,000	LineDesign	\$ 23,000
Total Task 1					16	\$ 194,000	\$ 165,000		\$ 359,000

Design Task 2 – Pump House, Controls, and Pipeline to the Firestone Water Treatment Plant

Task 2 includes the following design subtasks:

Force Main Alignment

McGrane Water Engineering, LLC

1354 Hey Jude Ln. #105 • Highlands Ranch, CO 80129 • Phone: (303) 917-1247
email: dennis@mcgranewater.com

Upon receipt of the Notice to Proceed, the selected surveyor will be tasked with locating underground utilities within 75 feet of the potential pipeline alignment route along County Road 26. The survey data will include recorded easements, rights-of-way, buried utilities, ground shots every 50 feet and surface features.

Upon receipt of the survey data, D2 will identify a recommended pipeline route between the wet well and the WTP site with consideration given to ease of construction as well as minimizing utility and road crossings. The preferred route will be provided to CCG for review and approval. Once an approved route has been selected, the pipeline plan and profile design will be drafted for inclusion in the bid package.

Assumptions: 1) The force main will be approximately 6,000 linear feet. 2) We have included a 10 percent design contingency in case justified costs exceed our cost estimate.

Job Product: 1) Draft pipeline route for approval and finalize for the plans and specs.

Component Design

We intend to design the pump station in a similar fashion as the FAST pump station. Design components of this project and relevant subcontractors (other than MWE, D2 and MGE) are identified below:

- The pump station wood-frame structure and foundation design (SMRC Engineering);
- Pump house mechanical including piping and appurtenances;
- Pump house electrical and controls (Browns Hill Engineering and Controls);
- Pipeline to FAST;
- Tie-in to existing raw water header at the WTP; and
- SCADA (Browns Hill Engineering and Controls).

We will document design criteria and assumptions in a brief “Design Criteria” memorandum. The purpose of the design criteria memorandum is for the Town to review critical design and material assumptions prior to preparing the plans and specifications. The memo will include tabulated design assumptions, materials and sizes including:

- H-well pipe size, material schedule, slot size and open area and design yield;
- Connection details between the H-well and conveyance pipeline including valve and access locations;
- Pump house dimensions, materials, and features such as wet-well volume, windows, doors, siding, colors, and access hatches;
- Pump house mechanical criteria and assumptions including: pipe size, materials, valving, meter type and instrumentation;
- Pump house lighting, heating and ventilation selections;

- Pump on/off control logic and shut-off criteria; and
- SCADA control components, as well as, logic and assumptions.

We will prepare a separate memorandum that provides our opinion of probable cost for construction and construction engineering activities by task. It will include preliminary costs obtained from pipeline contractors obtained during Task 1 discussed above. It will include MWE and subcontractor construction engineering, observation and testing cost estimates and a proposed schedule.

Plans and Specifications

Upon approval of the design criteria and proposed materials, we will design the respective components. One comprehensive project manual will be drafted with a cohesive set of plans and specifications for bidding as a single project. It is our understanding that the project may not be bid immediately; therefore, we anticipate minor updates to some sections of the bid package including “Instructions to Bidders” and “Invitation to Bid” will need revision prior to bidding.

Assumptions: 1) We have included subcontractor costs in **Table 2**; 2) We assume a 10% contingency is sufficient for unforeseen circumstances.

Job Product: 1) Design Criteria memorandum; and 2) Project Manual (including approved submittals).

Need from Town: 1) We request that the Town review the Design Criteria memorandum within two weeks of final submittal.

Task 2 Cost Assumptions

Table 2 contains a detailed cost summary for Design Task 2. We estimate the total cost for MWE (including D2 and MGE) at \$135,000. We estimate subcontractor costs will cost an additional \$54,000, totaling **\$189,000**.

Table 2 – Task 2 (Pump House, Controls, and Force Main)) Opinion of Probable Cost

Task 2 - Pumphouse, Controls and Pipeline to FAST									
Task	Description	Subtask No.	SubTask Description	ENGINEERING					
				2026 Months	Weeks (Max)	MWE, MGE and D2	Engineering Subs		Total Engineering \$
2A	Pipeline Alignment	a	Pipeline Alignment	Jul -Aug	4	\$ 18,000	\$5,000	LineDesign	\$ 23,000
2B	Design	a	Pump House Structural			\$ 8,000	\$9,000	SMRC	\$ 17,000
		b	Pump House Mechanical			\$ 18,000	\$10,000	LineDesign	\$ 28,000
		c	Pump House Electrical and Controls			\$ 11,000	\$9,000	BH	\$ 20,000
		d	Pipeline to FAST			\$ 14,000	\$5,000	LineDesign	\$ 19,000
		e	SCADA design			\$ 9,000	\$9,000	BH	\$ 18,000
		f	Engineering Design Criteria Memo to Town			\$ 16,000	-	-	\$ 16,000
		g	Opinion of Probable Cost Memo to Town			\$ 11,000	-	-	\$ 11,000
2C	Prepare Plans and Specs and Bid	a	Text Sections	Sep-Oct	8	\$ 17,000	-	-	\$ 17,000
		b	Finalize Drawings			\$ 13,000	\$7,000	LineDesign	\$ 20,000
Total Task 2					12	\$ 135,000	\$ 54,000		\$ 189,000

Design Task 3 – Pump Procurement

The Town plans to use their preferred pump contractor, Water Technology Group (WTG) for all pumping equipment. Therefore, we will prepare a bid specification (including bid sheet) for contracting, but not publicly bid the project. Task 3 includes:

Design

A pumping system is usually designed based on actual post-construction testing. In this case, we will design and bid the system based on computer modeling results and then refine the design after testing but prior to the contractor ordering the equipment. Therefore, based on preliminary modeling results, we will design the pump to produce approximately 500 to 1800 gpm. The high range is based on recent transient modeling discussed by MGE in his memorandum dated March 31, 2026. The low end was based on a cursory review of current published pump curves. We based our proposal on the following subtasks:

- Refining model forecasts to determine the range of minimum and maximum seasonal yields using transient model runs
- Calculating total dynamic head based on pumping well drawdown, pipeline friction losses and lift to the FAST water treatment plant;
- Reviewing pump options with WTG to decide on the best pump for this application; and
- Preparing plans and specifications to provide to WTG.

Plans and Specifications

We will compile the results of the above tasks into plans and specifications and bid sheet for WTG

Assumptions: 1) The Town will pay WTG for any approved work performed in coordinating with MWE during the design process.

Job Product: 1) Compiled plans, specifications, and drawings for the project.

Task 3 Cost Assumptions

The total cost for MWE for Task 3 shown in **Table 3** will be approximately **\$30,000**.

Table 3 – Task 3 Pump Procurement

Task 3 - Pump Procurement Project									
Task	Description	Subtask No.	SubTasks	ENGINEERING					
				2026 Months	Weeks (Max)	MWE, MGE and D2	Engineering Subs		Total Engineering \$
3A	Design	a	Update model scenarios and forecast memo and select pump	Nov	4	\$14,000	-	-	\$14,000
3B	Prepare Plans and Specs	b	Includes Coordinating with the WTG (Cogent)	Dec	3	\$16,000	-	-	\$16,000
Total Task 3					7	\$30,000	-	-	\$30,000

II. PROPOSAL COST ESTIMATE

We estimate that the three primary engineering tasks described above can be completed for **\$630,000**. This total includes \$394,000 for MWE, including MWE's two primary subcontractors, D2 and MGE and \$236,000 for specialty engineering subcontractors with a 10% contingency. **Table 4** summarizes the project tasks, cost and schedule.

Table 4 –H-well, Pump, Pump House and Pipeline Design

Task and Description	Task No	Activity	2026 Months	Weeks	MWE (incl. MGE and D2)	Engineering Subs	Total Engineering \$
Task 1 - H-well, Wet Well and Solid Pipeline	1A	Design	Apr-Jul	12	\$ 164,000	\$ 155,000	\$ 319,000
	1B	Prepare Plans and Specs and Bid	Jul-Aug	4	\$ 30,000	\$ 10,000	\$ 40,000
Task 1 Total \$				16	\$ 194,000	\$ 165,000	\$ 359,000
Task 2 - Pumphouse, Controls and Pipeline to FAST	2A	Pipeline Alignment	Jul -Aug	4	\$ 18,000	\$ 5,000	\$ 23,000
	2B	Design	Jul -Aug		\$ 87,000	\$ 42,000	\$ 129,000
	2C	Prepare Plans and Specs and Bid	Sep-Oct	8	\$ 30,000	\$ 7,000	\$ 37,000
Task 2 Total \$				12	\$ 135,000	\$ 54,000	\$ 189,000
Project 3 - Pump Procurement Project	3A	Design	Nov	4	\$ 14,000	-	\$ 14,000
	3B	Prepare Plans and Specs for Cogent	Dec	3	\$ 16,000	-	\$ 16,000
Task 3 Total \$				7	\$ 30,000	-	\$ 30,000
Total (\$) =				35	\$359,000	\$219,000	\$578,000
Contingency (10%)					\$35,000	\$17,000	\$52,000
Grand Total (\$) =					\$394,000	\$236,000	\$630,000

Payments for our services, like other professional services, are based on the actual time and materials spent on the Town's behalf and at hourly rates offered for this specific project scope: (\$205/hr for Dennis McGrane (MWE), \$190/hr for Daria Drago (D2), and \$190/hr for Calvin Miller (MGE). Billing will be done by MWE on a monthly basis, and payment is due within 30 days of invoicing. This proposal is good for 90 days.

III. Time Required

We envision that the project can be completed within 8 months of a notice to proceed. The dates shown in Table 4 are based on that occurring in May 2026. Delays caused by circumstances beyond the control of the engineering team could extend the time of completion.

IV. Risk and Uncertainty

There is risk when designing and constructing any type of water supply well, because there is uncertainty and variability inherent in aquifer properties across a site, including at locations away from where test drilling occurred, plus reasonable uncertainties associated with groundwater modeling assumptions and projections. We believe our projections will be well-founded and provide

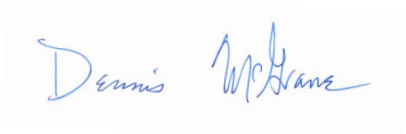
good guidance, but actual well performance may be different from expected and projected performance. No guarantees or warranties can be provided in groundwater. MWE and the well design team are not closely involved with all associated decisions, such as characterizing the water quality and its treatability, evaluating the cost-benefits of other water supply options, land acquisition, pipeline easements, or other project considerations outside our hydrogeology and well-design scope.

V. Contracting

We envision the Town will include this proposal as an attachment to their standard professional services. We look forward to working the Town of Firestone and CCG on this project.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.



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

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 26-46: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT

RECOMMENDATION

Staff recommends approval of the resolution.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the or Resolution.

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

SUMMARY

Approval of the proposed resolution will approve an agreement with Altitude Recreation Inc. for the replacement of the playground equipment at Harney Park, located in the St. Vrain Ranch subdivision.

The current playground equipment at Harney Park is over 20 years old and has reached the end of its useful life, with areas rusting, wear and tear from water damage, weakened materials, and outdated design features.

The new equipment will meet current safety regulations and provide inclusive play opportunities for children of all abilities. By investing in modern, durable, and engaging playground features, we aim to create a vibrant and welcoming space that encourages healthy play, fosters community connection, and serves families for many years to come.

FINANCIAL CONSIDERATIONS

This contract is for an amount not to exceed \$416,000.00 to replace the playground equipment at Harney Park. The Capital Improvements Fund will pay for the project, which was included in the 2026 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2025, staff presented the replacement of the playground equipment as part of the proposed CIP budget for 2026.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-46 Harney Park-Altitude Recreation
2. Construction Contract - Altitude Recreation - Harney Park

RESOLUTION NO. 26-46

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE
RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT
REPLACEMENT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services for the Harney Park Playground Replacement Project (the “Project”); and

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

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

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

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

Section 1. The Construction Contract between the Town of Firestone and Altitude Recreation, 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 execute the Construction Contract on behalf of the Town.

PASSED AND ADOPTED this 20th day of May, 2026.

Don Conyac Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, CMC Town Clerk

Marshall Keith Martin, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 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" or the "Owner"), and **ALTITUDE RECREATION**, an independent contractor with a principal place of business at 3762 Eureka Way, Frederick, Colorado 80516 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Harney Park Playgrounds Replacement (P2026-9339)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. DESIGN PROFESSIONAL

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

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

-
- A. The Work shall be substantially completed within 180 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
 - B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
 - C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$_416,000.00_** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work per the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

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- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and

shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

X. INDEMNIFICATION

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

XI. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:

Exhibit A: See Scope of Work

Exhibit B: _____.

-
- B. Performance Bond and Labor & Material Payment Bond.
 - C. Notice of Award.
 - D. Notice to Proceed.
 - E. "Specifications" bearing the title: _____.
 - F. "Drawings" consisting of _____

G. Addendum numbers:

- 1. Addendum #1: _____.
- 2. Addendum #2: _____.

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

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

XII. CHANGE ORDERS

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

XIII. MISCELLANEOUS

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

-
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.
- K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONTRACTOR

By:

STATE OF COLORADO)

) ss.

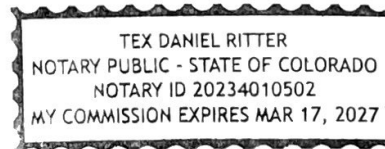
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 24 day of April, 2026 by Douglas Johnson as owner of Altitude Recreation.

My commission expires: 03/17/2027

(SEAL)

Tex Ritter
Notary Public



SCOPE OF WORK

Contractor's Duties

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

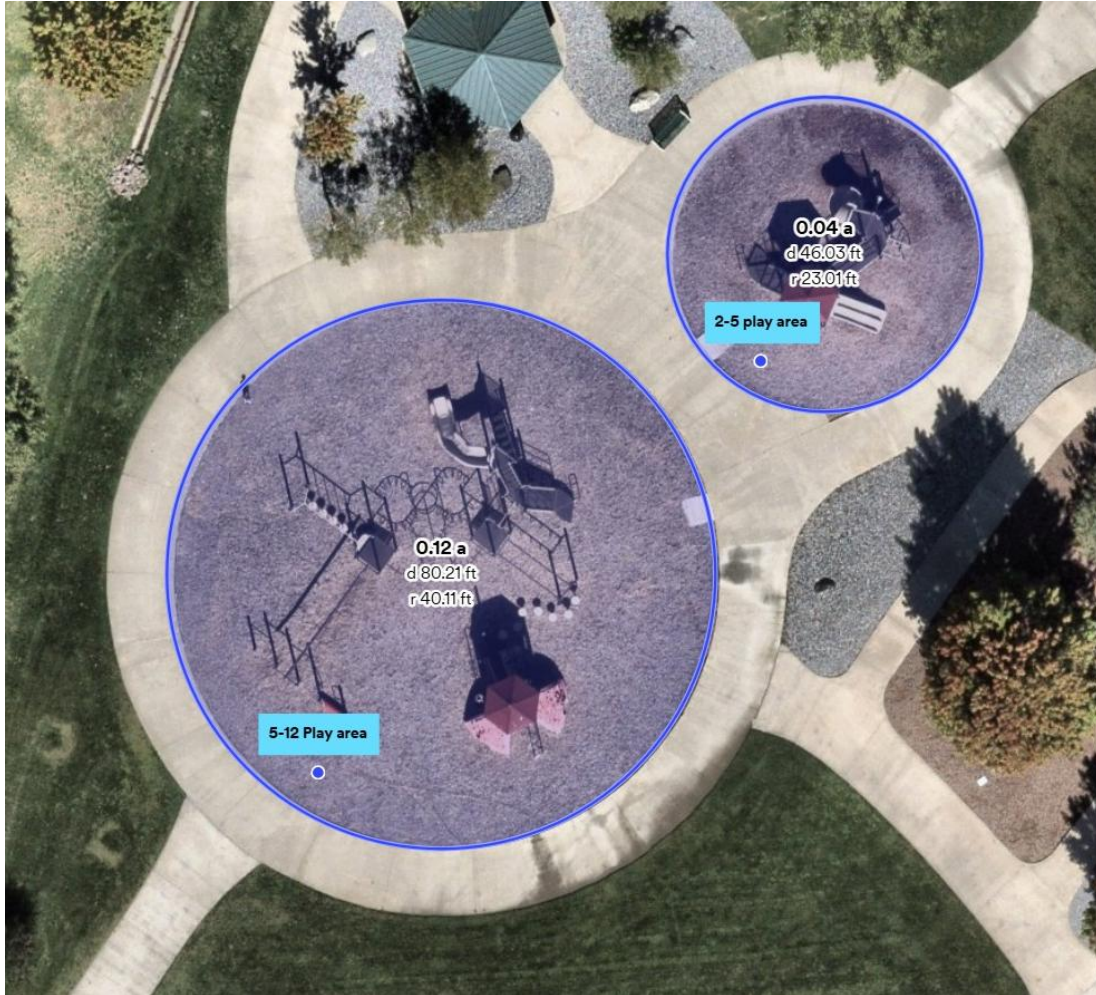
A. Contractor shall:

1. All Site Preparation
 - a. Inspection and Evaluation: Inspect the site to assess soil conditions, drainage, and potential hazards.
 - b. Clearing and Leveling: Remove debris, vegetation, and obstacles from the area.
2. Grading and Drainage: Ensure proper grading to prevent water pooling and create an adequate drainage system for both playgrounds.
3. Equipment Procurement
 - a. Compliance with Standards: Verify that the playground equipment meets ASTM, CPSC, or other applicable safety standards for children aged 2-5 years and 5-12 years.
 - b. Age Appropriateness: Ensure all equipment is suitable for the physical and developmental abilities of 2-5-year-old children and 5-12 for the other playground.
4. Installation
 - a. Foundation Work: Excavate and install necessary foundations, such as concrete footings for anchored equipment.
 - b. Assembly of Equipment: Assemble and securely install playground structures per the manufacturer's guidelines.
5. Surface Installation: Install impact-absorbing surfacing consisting of Engineered Wood Fiber.

A. Contractor's Deliverables

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

- New playground equipment and resurfacing for ages 2-5 and ages 5-12





**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.e

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 26-39: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND KIMLEY-HORN & ASSOCIATES, INC. FOR DESIGN AND CERTAIN CONSTRUCTION ADMINISTRATION SERVICES FOR THE TOWN OF FIRESTONE WATER TANK #2 AND DISTRIBUTION LINE PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 26-39, approving a professional services contract with Kimley-Horn for design of the Water Tank and Transmission Line.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution 26-39

Approval with Conditions: The Board moves to approve the Resolution 26-39, listing the Board's conditions.

Denial: The Board moves to deny the Resolution 26-39.

No Action: The Board provides staff with specific instructions to modify the Resolution 26-39 on and return at a future date.

SUMMARY

At the January 14, 2026, Work Session, staff presented a detailed evaluation of potential sites for the proposed elevated water storage tank as part of the Town's Potable Water Master Plan (WMP). Following the discussion, the Board provided direction to advance the Central Park site as the preferred location based on hydraulic performance, system integration, and long-term operational benefits. A key factor in this decision was the site's ability to enhance system pressures and provide a reliable, redundant supply necessary to support critical fire flow demands and overall public safety.

The need for the proposed elevated water storage tank is driven by the WMP. The WMP identifies a series of prioritized capital improvements necessary to address existing system deficiencies and support continued growth, with a strong emphasis on increasing system storage, expanding transmission capacity, and improving system redundancy. These improvements are essential not only for maintaining adequate system pressure but also for ensuring reliable and sustained fire flow throughout the Town. Fire flow capacity is a fundamental life-safety component of the water system, and redundancy is critical to ensure that service is maintained during peak demand conditions, emergencies, or unplanned outages.

As a result of these identified deficiencies, particularly related to fire flow, the WMP has prioritized two primary capital improvement projects: construction of the elevated water storage tank and waterline replacement within Historic Firestone. The existing system in Historic Firestone has documented limitations in both pressure and fire flow capacity, largely due to aging infrastructure and undersized waterlines. The waterline replacement project is intended to directly address these deficiencies by upsizing and modernizing the distribution system, while the elevated storage tank will provide the necessary system-wide pressure support, storage volume, and operational flexibility to ensure consistent and adequate fire flow.

The WMP establishes a phased implementation strategy based on system demand and growth projections. The construction of a 3.0 million-gallon (MG) elevated water storage tank is identified as the first and most critical phase of these improvements. This tank will serve as the backbone of the system, providing the necessary storage volume, pressure stabilization, and operational flexibility required to meet fire flow requirements and maintain service reliability. It also lays the foundation for subsequent transmission system upgrades and future looping projects, which are necessary to eliminate single points of failure and further strengthen system redundancy.

On February 18, 2026, the Board of Trustees adopted Resolution No. 26-13, formally adopting the 2026 Potable Water Master Plan (WMP), thereby recognizing the importance of these improvements in maintaining a safe, reliable, and resilient water system for the community.

Following the adoption of the WMP and Board direction on site selection, staff issued a Request for Proposals (RFP) on March 6, 2026, for professional design engineering services related to the 3.0 MG elevated water storage tank, including associated tank infrastructure and water transmission improvements necessary to support system redundancy and fire flow distribution.

The Town received two proposals in response to the RFP. Following evaluation by staff based on qualifications, project approach, and experience, Kimley-Horn (KH) was determined to be the most qualified and responsible consultant. KH's familiarity with the Town's water system and prior involvement with this project will allow them to efficiently advance the design while maintaining continuity with the WMP's technical assumptions and fire flow objectives. Notably, KH also submitted the lowest fee proposal, providing the best overall value to the Town.

FINANCIAL CONSIDERATIONS

The Board approved the 2026 Budget and Capital Improvement Program (CIP), which includes \$1,625,000 for the Tank 2 and Transmission Pipeline design. The contract with Kimley-Horn includes a not-to-exceed amount of \$1,098,645.

HISTORY AND PREVIOUS BOARD ACTION

On October 8, 2025, staff presented the Potable Water Master Plan to the Board. Following discussion, consideration of the Phase 1 elevated water storage tank location was deferred and rescheduled for January 14, 2026.

On January 14, 2026, staff provided an in-depth evaluation of potential elevated water storage tank locations. Based on this presentation and subsequent discussion, the Board directed staff to proceed with the recommended Central Park site.

On February 18, 2026, the Town of Firestone Board of Trustees adopted Resolution No. 26-13, adopting a Potable Water Master Plan for the Town of Firestone. The contract is for a not-to-exceed amount of \$1,098,645.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-39 Kimley Horn PSA (Water Tank and Distribution Line Design) - R040826
2. Water Tank #2 and Distribution Line (W2026-9572) Contract - FINAL Clean Copy

RESOLUTION NO. 26-39

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND KIMLEY-HORN & ASSOCIATES, INC. FOR DESIGN AND CERTAIN CONSTRUCTION ADMINISTRATION SERVICES FOR THE TOWN OF FIRESTONE WATER TANK #2 AND DISTRIBUTION LINE PROJECT

WHEREAS, the Town of Firestone is in need of professional engineering design and construction administration and management services for the Water Tank #2 and Distribution Line Project (the "Project"); and

WHEREAS, the Town issued a request for proposals ("RFP") for such services for the Project; and

WHEREAS, Town Staff has evaluated the proposals timely submitted in response to the RFP against the specific selection criteria set forth in the RFP, and determines that Kimley-Horn & Associates, Inc. ("Kimley-Horn") is the most qualified, successful proposer for the RFP, finding that Kimley-Horn submitted a proposal not only in compliance with the stated requirements of the RFP but also one that is most advantageous to the Town; and

WHEREAS, Town Staff recommends that Kimley-Horn be selected to provide the Project services as the successful Proposer, in addition to having the expertise, qualifications, and experience to provide such services for the Project, and recommends to the Town Board of Trustees that the Town enter into the Professional Services Agreement (as such term is used in the RFP) for the Project with Kimley-Horn; and

WHEREAS, the Town Board of Trustees desires to approve selection of Kimley-Horn as the successful Proposer (as such term is defined in the RFP), and to enter into an agreement with Kimley-Horn to provide the design and construction administration services as described in the Professional Services Agreement, attached hereto as **Exhibit A**.

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

Section 1. The Town Board of Trustees selects and awards Kimley-Horn & Associates as the successful Proposer for the Project.

Section 2. The Professional Services Agreement between the Town of Firestone and Kimley-Horn & Associates, Inc. for Design and Construction Administration Services in connection with the Water Tank #2 and Distribution Line Project 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 20th day of May 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

EXHIBIT A
[Kimley-Horn & Associates, Inc. Professional Services Agreement]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 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 Kimley-Horn and Associates, Inc., an independent Consultant with a principal place of business at 3325 South Timberline Road, Fort Collins, Colorado 80525 ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

WHEREAS, Consultant 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. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Water Tank #2 and Distribution Line Design (W2026-9572)**.
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. The Town, as a public entity, is required to comply with Colorado and federal laws, including their implementing rules and regulations, such as HB 21-1110 (Colorado Laws for Persons with Disabilities), HB 24-1454 and the Americans with Disabilities Act (collectively "digital accessibility laws"). Compliance with these digital accessibility laws means that the Town must meet digital accessibility standards established by Colorado Office of Information Technology (OIT). As such, Consultant shall deliver or perform the Services in a manner that is compliant with the most recently adopted W3C, Web Content Accessibility Guidelines (WCAG) by the Colorado Office of Information Technology, which as of the effective date is WCAG 2.1 level AA ("WCAG Standards").

1. To the extent Consultant's Services permit the Town or intended users to post content, Consultant will make good-faith commercially reasonable efforts to ensure that the dissemination of Content for access, review, and/or use of content is in a format that conforms to the WCAG Standards and does not interfere with the ability of content providers to post such content in a format that conforms to the WCAG Standards.

2. If Consultant claims that delivered Services comply with the applicable WCAG Standards, and it is later learned that any part of Consultant's Services is not in compliance with the WCAG Standards, the Town will inform Consultant in writing of the noncompliance, and Consultant agrees to remediate if possible the noncompliance within a reasonable time-period. Consultant agrees to indemnify the Town for noncompliance with the WCAG Standards as set forth in Section VII of this Agreement.

II. TERM AND TERMINATION

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant based upon services rendered and billed in accordance with the schedule referred hereto as Exhibit B, an amount not to exceed **\$1,098,645.00**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Consultant 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 Consultant 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 Consultant 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 Consultant for its professional expertise, Consultant agrees not to employ Sub-Consultant'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 Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant 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 Consultant.
- B. If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-Consultants 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 Consultant under the Agreement may contain certain design details, features and concepts from the Consultant'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 Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

- A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, the Consultant shall procure and maintain, and shall cause any Sub-Consultant 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 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 shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.
- C. Consultant 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. Consultant 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 reasonable 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 to the extent caused by the negligence, recklessness, or intentionally wrongful act, error or omission, or other fault of Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any Sub-Consultant of Consultant. Consultant'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 Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.
- B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant'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 Consultant, 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 Consultant 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 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.
- M. Opinions of Probable Construction Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar

with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

- N. Construction Administration Services. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

Kimley-Horn and Associates, Inc.

By: _____

»» MP 31



EXHIBIT A - SCOPE OF SERVICES

The project consists of the planning, design, permitting, bidding, and construction support for a 3.0 million gallon (MG) elevated water storage tank and associated water transmission infrastructure at the proposed Central Park tank site. The Consultant shall provide professional engineering services to deliver a complete, biddable design package and provide support through construction.

Supporting infrastructure includes:

- Approximately 7,400 linear feet (LF) of 18-inch diameter transmission main extending from Blend Station 2 to a connection with the existing 12-inch main at the intersection of Frontier Street and Pine Cone Avenue.
- Approximately 1,500 LF of 12-inch diameter piping connecting the tank inlet line to the 18-inch transmission main.
- Approximately 1,250 LF of 12-inch diameter piping connecting the tank outlet line to Zone 2.
- Hydraulic control structures needed for intended operation including but not limited to the following. An altitude valve on the tank inlet line to establish the tank overflow hydraulic grade line (HGL) and maintain upstream transmission main pressures.

Specific Services

A. General Project Management and Coordination

- i. Project kickoff meeting with Owner and key stakeholders.
- ii. Development and maintenance of a design project schedule.
- iii. Ongoing coordination with Owner staff, utility operators, and other affected agencies.
 1. **Assume (1) one-hour biweekly progress review meetings for a 12-month design duration.**
- iv. Progress meetings at key milestones (30%, 60%, and two separate 90% submittals for the Tank plan set and for the Distribution plan set).
 1. **Assume (1) four-hour page flip review meeting at each milestone.**
- v. Quality control and quality assurance (QA/QC) reviews.

B. Data Collection and Field Investigations

- i. Review of available record drawings, master plans, hydraulic models, and GIS data.
- ii. Topographic surveying for the tank site and pipeline corridors. Including coordination and management during field activities for private utility locates. The final site survey shall be stamped by a licensed professional surveyor (PLS) registered in the state of Colorado.
- iii. Confirmation of overflow elevations of the existing ground storage tank at the SVWTP and the Cleveland Hill tank.
- iv. Geotechnical investigations for tank foundation design and pipeline installation, including all coordination and review. Work shall include development of a final geotechnical report.
- v. Utility research and coordination for known and potential conflicts. The consultant shall provide investigative pothole work to establish a Subsurface Utility Engineering (SUE)

Plan to quality level A for associated tank site and pipeline alignments.

C. Hydraulic Analysis

- i. Evaluation and verification of system hydraulics related to the new tank, inlet, outlet, and transmission mains.
- ii. Verification of tank operating levels, overflow elevation, and hydraulic grade lines.
- iii. Analysis of system pressures and velocities under various operating scenarios.
- iv. Coordination with Owner to confirm design criteria and operational objectives.
- v. Development of a basis of design memo that summarizes key components to system design prior to 30% design deliverable development.

D. Elevated Water Tank Design

- i. Preliminary tank layout at the Central Park location.
- ii. Design of a 3.0 MG elevated water storage tank, including:
 1. Tank geometry, height, and operating levels.
 2. Foundation design based on geotechnical investigation.
 3. Access, ladders, safety systems, and operational appurtenances.
- iii. Mechanical design including inlet, outlet, overflow, drain, venting, and mixing provisions.
- iv. Development of technical specifications for tank bidding and construction.
- v. Note that the tank is intended to be bid as Contractor designed and installed. The Consultant's design shall include drawings and performance specifications to ensure required tank functionality is covered during the bid process.

E. Transmission Main and Yard Piping Design

- i. Design of approximately 7,400 LF of 18-inch transmission main from Blend Station 2 to Frontier Street and Pine Cone Avenue.
- ii. Design of 12-inch tank inlet and outlet piping, including:
 1. ~1,500 LF of 12-inch inlet piping.
 2. ~1,250 LF of 12-inch outlet piping to Zone 2.
- iii. Design of valves, fittings, air/vacuum assemblies, blow-offs, and restrained joints as required in accordance with Town of Firestone standards and specifications.
- iv. Design and sizing valves on the tank inlet line.
- v. Pipeline profiles, trench sections, and bedding details.
- vi. Restoration details for pavement, landscaping, and surface improvements.

F. Permitting and Agency Coordination

- i. Identification of required local, state, and federal permits.
- ii. Preparation of site application permits for Owner review prior to submission.
- iii. Coordination with permitting agencies and response to review comments. Note that permitting timelines shall be incorporated into the design schedule.

G. Construction Documents

- i. Preparation of complete plans, technical specifications, and bid quantities suitable for competitive bidding for the Tank and Distribution Line as separate bids including Town and EJCDC front end documents.
- ii. Engineer's opinion of probable construction cost at each deliverable (30%, 60%, 90%)
- iii. Final sealed construction drawings.

H. Bidding Assistance

- i. Support during the bidding phase, including:
 - 1. Responses to bidder questions.
 - 2. Preparation of addenda, if required.
 - 3. Assistance with bid review and recommendation of award.

I. Construction Administration

- i. Pre-construction conference participation.
- ii. Review of shop drawings and product submittals.
 - 1. **Assume 200 submittals**
- iii. Responses to Requests for Information (RFIs).
 - 1. **Assume 50 RFIs**
- iv. Attendance at weekly construction progress meetings.
 - 1. **Assume one-hour progress review meetings for an 18-month construction duration.**
- v. Periodic site visits to observe construction progress and document conformance with design intent.
 - 1. **Assume a monthly four-hour site visit to review work installation and accompanying report.**
- vi. Support for project closeout, including record drawings and final documentation.

J. Additional Services (As directed by the Town) to further support the Town of Firestone during design of the Water Tank #2 and Distribution Line, additional engineering design services, as directed by the Town, including but not limited to:

- i. Public outreach and stakeholder engagement support.
- ii. Additional modeling and analysis of existing DR-25 PVC segment between Pine Cone Ave and Sable Ave
- iii. Easement acquisition support and legal descriptions to include the transmission lines associated with this project as well as for the anticipated tank and associated transmission infrastructure as defined in the Potable Water Master Plan.
- iv. Additional hydraulic modeling or system optimization
- v. Electrical, instrumentation, and SCADA integration beyond standard tank appurtenances.
- vi. Design and Construction Administration of DR-25 Pipe Segment (Sable to Pine Cone)
 - This Task Only at the Direction of the Town
 - 1. Topographic surveying for the pipeline corridor. Including coordination and management during field activities for private utility locates. The final site survey shall be stamped by a licensed professional surveyor (PLS) registered in the state of Colorado.
 - 2. Design of approximately 3,000 LF of 12" PVC waterline to replace the existing 12" waterline if it is deemed necessary.
 - 3. Delivery of final bid ready plans and specifications for this waterline segment.
 - 4. Response to RFI's (assume 2)
 - 5. Preparation of Record Drawings upon construction.

K. Deliverables

- i. Engineering reports and technical memoranda (as required).
 - 1. Geotechnical Report
 - 2. Topographic Survey
 - 3. Basis of Design Report
- ii. 30%, 60%, 90%, and Final design submittals.
 - 1. 30% Deliverables
 - a. Minimum Drawing Requirements
 - i. Existing utilities/topographic information
 - ii. Right of way/property limits
 - iii. Horizontal pipeline alignments
 - iv. Tank site plan
 - v. Tank section with hydraulic elevations
 - vi. System connection plans
 - b. Specification Requirements
 - i. Table of contents
 - c. Cost estimate
 - i. AACE Class 3
 - 2. 60% Deliverable
 - a. Minimum Drawing Requirements
 - i. SUE plan
 - ii. Pipelines plan and profile with labeled utility crossings
 - iii. Pipeline details
 - iv. Civil details
 - v. Tank site plan including fencing, access, etc.
 - vi. Tank site grading plan
 - vii. Tank foundation/civil plan
 - viii. Tank mechanical plan views
 - ix. Tank mechanical section views
 - x. Tank and site electrical plan
 - xi. Tank and site instrumentation and control plan
 - xii. Tank details
 - xiii. Operations and Maintenance Schematics
 - b. Specification Requirements
 - i. Full technical specification package
 - c. Cost estimate
 - i. AACE Class 1 Estimate
 - 3. 90% Deliverable
 - a. Advancement following Owner review incorporating minimum requirements provided at the 60% level.
 - b. Specification Requirements
 - i. Full technical specification package.
 - 1. Including division 00 populated information
 - ii. Drafted bid documents including quantity tabulation for bidding
 - c. Cost estimate
 - i. AACE Class 1 Estimate
- iii. Invoices from all subconsultants with monthly invoices.
- iv. Final bid-ready plans and specifications.

1. Packages shall be provided no later than June 1, 2027 unless otherwise agreed to by the Town.
- v. Construction support documentation, operation and maintenance schematics, and record drawings.

EXHIBIT B – FEE SCHEDULE

Project Name: Water Tank No. 2 and Distribution Line Design (W2026-9572)

Client: Town of Firestone

5/11/2026

Task name	Kimley Horn Staff (hours)										Hours and Labor	
	Analyst 1 P1	Analyst 2 P2	Analyst 3 P3	Professional Engineer P4	Senior Engineer I P5	Senior Engineer II P6	Senior Engineer III P7	Senior Technical Support 5 TS	Admin Assistant N4	Clerical/ Accounting B2	Total Hours	Labor Sub-Total
Task 1 - General Project Management and Coordination												
Project Management and Monthly Invoicing (based on 26 months through construction)							52		52	52	156	\$ 28,080.00
Kickoff and 30/60/90 Page Flip Mtgs (In-Person)				25	25		25				75	\$ 19,250.00
Bi-weekly Progress Meetings for 12 month design (26 mtgs virtual mtg for design phase)				26	26		26				78	\$ 20,020.00
Client and Subconsultant Coordination				6	6	4	4				20	\$ 5,120.00
Task 1 - Total												\$ 72,470.00
Task 2 - Data Collection and Field Investigation												
Utility Locates and Test Holes (see subconsultant fees)												
Geotechnical Investigation (see subconsultant fees)												
Field Survey (see subconsultant fees)												
Topographic Survey and Base Drawings (with Aerial Lidar)			50		30		8	120			208	\$ 43,400.00
Review Available Record Drawings, Master Plans, Hydraulic Models, and GIS Data				2	2						4	\$ 940.00
QLD-QLB SUE Research				20		4					24	\$ 5,500.00
QLA SUE Drawings		80		80		8					168	\$ 33,400.00
Task 2 - Total												\$ 83,240.00
Task 3 - Hydraulic Analysis												
Evaluation and verification of system hydraulics related to the new tank, inlet, outlet, and transmission mains				10		4	2				16	\$ 3,900.00
Verification of tank operating levels, overflow elevation, and hydraulic grade lines				4							4	\$ 880.00
Analysis of system pressures and velocities under various operating scenarios				4							4	\$ 880.00
Client coordination to confirm design criteria and operational objectives				1			1				2	\$ 520.00
Basis of Design Memorandum		20		40			8				68	\$ 14,600.00
Task 3 - Total												\$ 20,780.00
Task 4 - Elevated Water Tank Design												
<i>30% Design Submittal</i>												
- Schematic Tank Site Plan		20		4			1				25	\$ 4,580.00
- Schematic Tank Section w/ hydraulic elevations		20		4			1				25	\$ 4,580.00
- Schematic Yard Piping and Connections		20		4			1				25	\$ 4,580.00
- Draft Technical Specifications Table of Contents				4		1					5	\$ 1,155.00
- AACE Class 3 Cost Estimate				4		2					6	\$ 1,430.00
- Internal Team Meetings		2		2		2	2				8	\$ 1,930.00
- QA/QC						4	4				8	\$ 2,300.00
30% Design Review Meeting (Included in Task 1)												
<i>60% Design Submittal</i>												
- Cover Sheet and Notes		20									20	\$ 3,400.00
- Site Plan, Grading, and Yard Piping		40					1				41	\$ 7,100.00
- General Foundation Plan		10		4		2					16	\$ 3,130.00
- Tank Sections and Details		60		20		2	1				83	\$ 15,450.00
- EI&C Drawings			60			20					80	\$ 16,900.00
- Draft Technical Specifications and Front End Documents				40		20	2				62	\$ 14,900.00
- AACE Class 1 Cost Estimate				6		2					8	\$ 1,870.00
- Internal Team Meetings		4		4		4	4				16	\$ 3,860.00
- QA/QC						10	10				20	\$ 5,750.00
60% Design Review Meeting (Included in Task 1)												
<i>90% Design Submittal</i>												
- Cover Sheet and Notes		20									20	\$ 3,400.00
- Site Plan, Grading, and Yard Piping		40					1				41	\$ 7,100.00
- General Foundation Plan		10		4		2					16	\$ 3,130.00
- Tank Sections and Details		40		10		2	1				53	\$ 9,850.00
- EI&C Drawings			40			20					60	\$ 13,100.00
- Final Technical Specifications and Front End Documents				40		20	2				62	\$ 14,900.00
- AACE Class 1 Cost Estimate				6		2					8	\$ 1,870.00
- Internal Team Meetings		4		4		4	4				16	\$ 3,860.00
- QA/QC						10	10				20	\$ 5,750.00
90% Design Review Meeting (included in Task 1)												
Task 4 - Total												\$ 155,875.00
Task 5 - Transmission Main and Yard Piping Design												
<i>30% Design Submittal</i>												
- Schematic Pipeline Alignment Drawings (plan view only)		40			20		4				64	\$ 13,000.00
- Draft Technical Specifications Table of Contents					4		1				5	\$ 1,300.00
- AACE Class 3 Cost Estimate		10			4		1				15	\$ 3,000.00
- Internal Team Meetings		2			2		2				6	\$ 1,440.00
- QA/QC							2				2	\$ 600.00
30% Design Review Meeting (Included in Task 1)												
<i>60% Design Submittal</i>												
- Cover Sheet, Notes and Details		40			10						50	\$ 9,300.00
- Plan and Profile Drawings (Assume 14 Sheets)		120			40		8				168	\$ 32,800.00
- Erosion Control Plan and Details		20			4						24	\$ 4,400.00

Kimley Horn Staff (hours)											Hours and Labor												
Task name	Analyst 1 P1	Analyst 2 P2	Analyst 3 P3	Professional Engineer P4	Senior Engineer I P5	Senior Engineer II P6	Senior Engineer III P7	Senior Technical Support 5 TS	Admin Assistant N4	Clerical/ Accounting B2	Total Hours	Labor Sub-Total											
- Traffic Control Plan		30		10							40	\$ 7,300.00											
- Draft Technical Specifications					20		2				22	\$ 5,600.00											
- AACE Class 1 Cost Estimate		20			6						26	\$ 4,900.00											
- Internal Team Meetings		6			6		6				18	\$ 4,320.00											
- QA/QC							10				10	\$ 3,000.00											
60% Design Review Meeting (Included in Task 1)																							
90% Design Submittal																							
- Cover Sheet, Notes and Details		30			10						40	\$ 7,600.00											
- Plan and Profile Drawings (Assume 14 Sheets)		80			40		6				126	\$ 25,400.00											
- Erosion Control Plan and Details		10			2						12	\$ 2,200.00											
- Traffic Control Plan		20		4							24	\$ 4,280.00											
- Final Technical Specifications					20		2				22	\$ 5,600.00											
- AACE Class 1 Cost Estimate		10			4						14	\$ 2,700.00											
- Internal Team Meetings		6			6		6				18	\$ 4,320.00											
- QA/QC							10				10	\$ 3,000.00											
90% Design Review Meeting (Included in Task 1)																							
Task 5 - Total												\$ 146,060.00											
Task 6 - Permitting and Agency Coordination																							
CDPHE Tank Submittal		20		10			4				34	\$ 6,800.00											
Address Agency Comments		10		6			2				18	\$ 3,620.00											
Task 6 - Total												\$ 10,420.00											
Task 7 - Construction Documents																							
Issue Final for Bidding Documents		40		20	20		10				90	\$ 19,200.00											
Task 7 - Total												\$ 19,200.00											
Task 8 - Bidding Assistance (assumes 2 separate bid processes)																							
Facilitate Pre-Bid Conference (in person)				8	6		6				20	\$ 5,060.00											
Respond to Bidder Questions/Prepare Addenda				10	10		4				24	\$ 5,900.00											
Prepare Tabulation of Bids		4									4	\$ 680.00											
Evaluate Bids and Bidder Qualifications, recommend award				4	4		4				12	\$ 3,080.00											
Issue Conformed Contract Documents		10		4	4		2				20	\$ 4,180.00											
Task 8 - Total												\$ 18,900.00											
Task 9 - Construction Administration																							
Pre-construction Conference (assumes 2 separate pre-cons)				8	6		6				20	\$ 5,060.00											
Submittal Review (200 submittals)				50	50	20	10				130	\$ 32,000.00											
Repsond to RFI's (assumes 50 submittals)				100	20	20	20				160	\$ 38,500.00											
Weekly Construction Meetings (virtual)				70	70						140	\$ 32,900.00											
Regular Site Visits (up to 4 hrs/month plus drive time)				90	20		20				130	\$ 30,800.00											
Substantial Completion Walk Through and Punchlist				8	8						16	\$ 3,760.00											
Final project walkthrough and punch list				6	6						12	\$ 2,820.00											
Prepare record drawings		40		10	10		4				64	\$ 12,700.00											
Task 9 - Total												\$ 158,540.00											
Task 10 - Additional Services																							
Including, but not limited to, the items included in the Scope of Services and as listed below												\$ 250,000.00											
- Public outreach and stakeholder engagement																							
- Additional modeling and analysis of the existing DR-25 PVC segment																							
- Land and easement acquisition support and legal descriptions																							
- Additional hydraulic modeling or system optimization																							
- Electrical, instrumentation, and SCADA integration beyond standard tank appurtenances																							
- Design and Construction Administration of DR-25 Pipe Segment																							
Task 10 - Total												\$ 250,000.00											
Total Hours (Tasks 1 - 9) =											0	978	150	796	521	189	323	120	52	52	3181		
Total												\$ 935,485.00											
Labor Rates																							
	\$ 160	\$ 170	\$ 190	\$ 220	\$ 250	\$ 275	\$ 300	\$ 200	\$ 110	\$ 130													
Subconsultant Fees																							
Utility Locating - LJA	\$	9,530												TOTAL FEE:									
Conventional Field Survey - LJA	\$	23,800												Kimley-Horn Labor Subtotal = \$ 935,485									
SUE -Test Holes - RECONN Utility Services	\$	78,740												Subconsultant Fees = \$ 158,760									
Geotechnical Engineering - Kumar & Associates	\$	18,000												Reimbursable Expenses = \$ 4,400									
Land and Easement Acquisition - Parcel 2 Parcel	\$	14,250												TOTAL FEE = \$ 1,098,645									
Subtotal	\$	144,320												Note: Subconsultant fees will be charged based actual time and expenses not to exceed the amounts shown. The Subconsultant Fee includes \$9,400 for services related to the DR 25 Replacement project.									
10% Mark-up	\$	14,440																					
Total Subconsultant Fee	\$	158,760																					

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.f

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Kiran Bhusal

Department: Engineering & Utilities

AGENDA ITEM

Resolution 26-36: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND J-U-B ENGINEERS, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES PERTAINING TO THE WELD COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE REPLACEMENT PROJECT

RECOMMENDATION

Staff recommends that the Board approve Resolution 26-36, a resolution approving the professional services agreement between the Town of Firestone and J-U-B Engineers, Inc., for construction management for the WCR 26 Bridge Replacement Project.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution 26-36.

Approval with Conditions: The Board moves to approve the Resolution 26-36, listing the Board's conditions.

Denial: The Board moves to deny the Resolution 26-36.

No Action: The Board provides staff with specific instructions to modify the Resolution 26-36 and return at a future date.

SUMMARY

This resolution is for construction management services for the Weld County Road 26 Bridge Replacement Project.

In March 2024, staff issued a Request for Proposals (RFP) for professional services required to provide construction management for the Weld County Road 26 Bridge Replacement Project. Staff received two proposals, and after review, it was determined that J-U-B Engineers, Inc. was the top-ranked consultant. J-U-B Engineers also successfully provided the same services for the Town on the completed and similar Weld County Road 20 Bridge Replacement Project.

J-U-B Engineers, Inc. will consult with, advise the Town, and act as the Town's Representative during construction. The consultant will be on site to observe the contractor's daily work, evaluate the quality of the executed work, and determine, in general, if the work is proceeding according to the Contract Documents. J-U-B Engineers, Inc. will also be responsible for all aspects of compliance with the Colorado Special Highway Committee Off-System Bridge Grant Program during construction.

J-U-B Engineers, Inc. will also provide full project documentation of the deliverables listed below:

- Construction Phase Correspondence
- Construction Phase Meeting Agendas & Minutes
- Field Inspection Reports
- Review Contractor Pay Applications
- Approve Submittals and Request for Information

- Contractor Punch Lists
- Record Drawings

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$172,344.00. Sufficient funds were budgeted in the 2026 CIP budgets.

HISTORY AND PREVIOUS BOARD ACTION

In October 2025, the Board approved an agreement with Last Chance Ditch Company for the replacement of the Weld County Road 26 bridge over Last Chance Ditch.

In March 2024, the Board approved an IGA (Intergovernmental Agreement) between CDOT and the Town of Firestone to define the project scope, project responsibilities, detailed funding amounts, and payment obligations.

In December 2023, the board approved the Short Elliott Hendrickson Inc. (SEH) design contract for professional services necessary to design and deliver complete Construction Documents.

In October 2023, the Town applied for the CDOT Off-System Bridge Program Grant for the construction phase of the bridge replacement located at Weld County Road 26 (WCR 26) and Last Chance Ditch. In December 2023, CDOT'S Special Highway Committee awarded the Town a grant in the amount of \$1,797,406.00. This grant includes \$1,437,925.00 in federal funds with a \$359,481.00 local match (80/20 split) to be used for the completion of the construction phase of the bridge replacement project.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-36 JUB Engineers PSA (WCR 26 and Last Chance Ditch Bridge Replacement)
2. S2026-9265_WCR 26 Bridge Replacement Construction Management Services

RESOLUTION NO. 26-36

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND J-U-B ENGINEERS, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES PERTAINING TO THE WELD COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE REPLACEMENT PROJECT

WHEREAS, the Town of Firestone ("Town") is in need of professional services for administration of the construction contract in connection with the Weld County Road 26 and Last Chance Ditch Bridge Replacement Project (the "Project"); and

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

WHEREAS, Town Staff has evaluated the proposals timely submitted in response to the RFP against the specific selection criteria set forth in the RFP, and has determined that J-U-B Engineers, Inc. ("J-U-B") is the most qualified, successful proposer for the RFP, finding that J-U-B submitted a proposal not only in compliance with the stated requirements of the RFP but also one that is most advantageous to the Town; and

WHEREAS, Town Staff recommends that J-U-B be selected to provide the Project services as the successful Proposer, in addition to having the expertise, qualifications, and experience to provide such services for the Project, and recommends to the Town Board of Trustees that the Town enter into the Professional Services Agreement (as such term is used in the RFP) for the Project with J-U-B; and

WHEREAS, the Town Board of Trustees desires to approve selection of J-U-B as the successful Proposer (as such term is defined in the RFP), and to enter into an agreement with J-U-B to provide the design and construction administration services as described in the Professional Services Agreement, attached hereto as **Exhibit A**.

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

Section 1. The Town Board of Trustees selects and awards J-U-B Engineers, Inc. as the successful Proposer for the Project.

Section 2. The Professional Services Agreement between the Town of Firestone and J-U-B Engineers, 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 execute the Agreement on behalf of the Town.

Section 3. The Interim Town Manager is authorized to approve, sign, execute, and deliver change orders on behalf of the Town, provided that no change order shall be effective without Board approval if it would cause the total contract price, as adjusted by prior change orders, to exceed \$172,344.00. Once the total contract price exceeds \$172,344.00, all subsequent change orders shall require Board approval.

PASSED AND ADOPTED this ____ day of _____, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[JUB Engineers, Inc. Professional Services Agreement]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 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 J-U-B Engineers, Inc., an independent Contractor with a principal place of business at 2809 E Harmony Road, Suite 300, Fort Collins, Colorado, 80528 ("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 **WCR 26 Bridge Replacement Construction Management Services (S2026-9265)**
- 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.
- C. The Town, as a public entity, is required to comply with Colorado and federal laws, including their implementing rules and regulations, such as HB 21-1110 (Colorado Laws for Persons with Disabilities), HB 24-1454 and the Americans with Disabilities Act (collectively "digital accessibility laws"). Compliance with these digital accessibility laws means that the Town must meet digital accessibility standards established by Colorado Office of Information Technology (OIT). As such, Consultant shall deliver or perform the Services in a manner that is compliant with the most recently adopted W3C, Web Content Accessibility Guidelines (WCAG) by the Colorado Office of Information Technology, which as of the effective date is WCAG 2.1 level AA ("WCAG Standards").

1. To the extent Consultant's Services permit the Town or intended users to post content, Consultant will make good-faith commercially reasonable efforts to ensure that the dissemination of Content for access, review, and/or use of content is in a format that conforms to the WCAG

Standards and does not interfere with the ability of content providers to post such content in a format that conforms to the WCAG Standards.

2. If Consultant claims that delivered Services comply with the applicable WCAG Standards, and it is later learned that any part of Consultant's Services is not in compliance with the WCAG Standards, the Town will inform Consultant in writing of the noncompliance, and Consultant agrees to remediate if possible the noncompliance within a reasonable time-period. Consultant agrees to indemnify the Town for noncompliance with the WCAG Standards as set forth in Section VII of this Agreement.

II. TERM AND TERMINATION

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant based upon services rendered and billed in accordance with the rate schedule attached hereto as Exhibit B, but in no event shall the total compensation exceed **\$172,344.00**. This amount shall include all fees, costs, and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which the Town shall pay 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-Contractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
 - 1. Worker's Compensation insurance as required by law.
 - 2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of 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 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).
- C. The parties agree that neither shall be liable to the other for indirect, incidental, or consequential damages resulting from this Agreement or related projects.

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, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

J-U-B, ENGINEERS, INC.

By: _____



Exhibit A

J-U-B ENGINEERS, Inc.

Services Request for Weld Country Road 26 Bridge Replacement Town of Firestone

Scope of Services and Basis of Fee

May 1st, 2026

PROJECT UNDERSTANDING

The Service Request items are detailed in Part 1 to perform the Construction Management, Material Testing and Inspection services. Scope and fee are based upon our scoping discussion meeting with the specific scope items available to be covered below.

PART 1 – SERVICE REQUEST

- **Basic Services** – J-U-B's Basic Services under this Request are limited to the following tasks. Town of Firestone reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. The following abbreviations are used in this scope:
 - J-U-B – J-U-B Engineers, Inc.
 - (Additional staff not mentioned in the RFP)
 - CMI – Construction Management and Inspection
 - (J-U-B project staff)

Specific scope items are covered below.

Task #1: Plans and Specification Constructability Review

- CMI team members will review the plans, specifications, and executed agreement reviews prior to the pre-bidding process, as requested. This effort will be completed through a Bluebeam Constructability Review session, which will allow all project members to review the plans and specifications and provide comments and/or suggested corrections. Following the initial review period, a J-U-B representative will organize and facilitate a coordination meeting to discuss the comments generated during the Constructability Review session and ensure clear communication among all parties.

Deliverables: Bluebeam Constructability Review Session, containing redlined plans and specifications.



Task #2: Pre-Bid Meeting Assistance / O&A Review

- A CMI team member will attend the mandatory pre-bid meeting and support the Town with coordination efforts as needed. Additionally, J-U-B will assist in responding to technical construction inquiries submitted during the bidding process by prospective contractors. This collaborative approach ensures clear communication, promotes transparency, and helps maintain alignment with project goals and specifications.

Deliverables: Pre-Bid Assistance

Task #3: Plans and specification review/setup project files

- CMI team members will review plans and specifications. The team members will compare the plans to CDOT's Form 250 and Field Material Manual Requirements and develop a documentation needs list based upon the project pay items and documentation requirement.

Deliverables:

- Submittal documentation needs list

Task #4: Pre-Construction Meeting & Coordination

- J-U-B will initiate an informal meeting with the awarded contractor prior to the formal Pre-Construction Meeting as the first step toward a collaborative project. This meeting will introduce team members, discuss expectations, identify project risks, and jointly establish project goals. J-U-B will then coordinate and notify relevant parties, including Town staff, the Contractor, Subcontractors, CDOT, and affected agencies regarding attendance at the Pre-Construction Meeting.
- J-U-B will conduct the meeting and prepare and distribute the meeting minutes to attendees.

Deliverables:

- Pre-Construction Meeting Agenda & Minutes

Task #5 & 6: Coordination/Weekly Meetings

- J-U-B will proactively schedule and lead weekly project coordination meetings with Town Staff, CDOT and the Contractor to facilitate alignment on the construction schedule, identify potential risks, and drive timely resolution of project-related issues. J-U-B will address concerns raised by the Contractor, stakeholders, and impacted agencies, ensuring transparent communication and collaborative problem-solving throughout the construction.

Deliverables:

- Meeting Agenda & Minutes (20 Meetings)



Assumptions:

- Thomas/Kim: 20 hrs for meetings, meeting minutes & distribution.

Task #7: Negotiate, Prepare and Process Change Orders

- J-U-B will prepare and justify change orders, provide negotiation meetings for change orders, and keep complete and accurate documentation using CDOT change order forms. J-U-B will obtain Town and CDOT approval before processing change orders. Our hours are based on two anticipated change orders being required.

Deliverables:

- Change Orders (2 Each)

Assumptions:

- Kim: 6 hrs for Development and Revisions per Change Order.
- Thomas: 1 hr for Review and Coordination per Change Order.

Task #8: Review and Approve Contractor Submittals

- J-U-B will review shop drawings submitted by the Contractor to confirm compliance with project specifications. Additionally, J-U-B will review the Contractor's Critical Path Method (CPM) baseline schedule and monthly updates. This work plan assumes a 100-working-day construction timeline and anticipates reviewing eight schedule submissions. J-U-B will also manage Requests for Information (RFIs) by reviewing, incorporating the Town Staff, responding to, and tracking each submission from the Contractor.

Deliverables:

- Review submittals, Schedules, Shop Drawing & RFI's

Assumptions:

- Kim: 5 hrs for schedule reviews, 5 hr for submittals and RFI's

Task #9: Contractor Pay Estimate

- J-U-B will conduct monthly meetings with the contractor's project manager to review and confirm agreed-upon pay quantities, helping to prevent future disputes as the project progresses. Internal meetings will also be held to verify that pay documentation is accurate and meets CDOT's justification requirements. Prior to processing payments, J-U-B will perform a thorough review of the monthly Buy America Letter/Summary and Build America, Buy America (BABA) documentation



to ensure compliance with current requirements. This process will help expedite any refund requests throughout the duration of the project.

Deliverables:

- Partial Pay Estimates (5 Each)

Task #10: Final Inspection and Project Closeout

- J-U-B will coordinate and conduct a final inspection during substantial completion with Town staff, the Contractor, CDOT, and other affected agencies. Following the inspection, J-U-B will prepare and distribute meeting minutes and a punch list to attendees. J-U-B will also conduct periodic inspections to verify the Contractor's completion of the documented punch list items. A total of 10 hours is estimated for this inspection effort. In addition, J-U-B will complete one final two week review of the project documentation to verify the required forms are properly completed. CDOT will be notified to initiate the project closeout review and will respond to comments to support one CDOT Local Agency closeout review with the Town Staff on the closeout correspondence.

Deliverables:

- Final Punch List and Project Close out

Task #11: J-U-B Monthly Invoicing

- J-U-B will monitor and manage its internal effort and submit monthly invoices to the Town for processing. Based on the anticipated project duration and scope, a total of 8 invoices are expected.

Deliverables:

- Monthly Invoices (5 Each)

Task #12: CDOT Administrative Documentation

- J-U-B will deliver current electronic and hard copy documentation in a format acceptable to the agencies, ensuring consistency and compliance with local standards at project closeout. We will review certified payrolls using LCP Tracker, collaborate with the Contractor to resolve any deficiencies, and maintain organized project files. J-U-B will verify that the documentation requirements are met to ensure compliance with DBE participation, subcontractor reporting, and prompt payment regulations within the B2G system. Our inspector will conduct employee interviews as required and routinely review the project bulletin board to confirm adherence to CDOT's regulatory requirements. Additionally, J-U-B will prepare the final forms in accordance with the CDOT Local Agency Finals Checklist, coordinate with the Civil Rights representative, and respond to review comments to support a timely and successful project closeout.



Deliverables:

- Project Documentation

Task #13: Field Inspection (100 Working Days)

- J-U-B will conduct proactive inspections of the Contractor's work on an as-needed basis to verify compliance with approved plans, CDOT specifications, and contract requirements. These quality assurance inspections will ensure conformance with project standards, traffic control standards, promote construction best practices, and support risk mitigation efforts. This joint oversight will help maintain schedule integrity and uphold the overall quality and accountability of project delivery.

Deliverables:

- See field documentation below

Task #14: Field Documentation

- J-U-B will monitor construction activities to ensure compliance with CDOT specifications and contract requirements. The construction inspector will complete a daily Form 103 report to document field activities and any issues encountered. Documented field items will be tracked and updated each day to maintain accurate records on the CDOT forms required in the project LA checklist, supporting consistent project oversight and accountability.

Deliverables:

- Construction Inspection Daily Reports (Form 103)
- Complete form 266's and form 7's for all bid items completed for each pay estimate

Assumptions:

- .2 hrs/Day for Asa for additional documentation if needed.

Task #15: Additional Services

- These services shall cover any additional management work items that arise during the construction phase of the project. The services shall be requested in writing from the Town of Firestone that fall within the budget amount shown in the fee and man hour estimate for approximately \$20,000.

Exhibit B

Weld Country Road 26 Bridge Replacement Construction Management and Inspection								
Task Number	Task Description	Construction Manager Thomas Pike	Construction Manager Assistant Kim Walker	Construction Observer Asa Weed	Clerical/Admin Leah Fiske	Total Labor	Task Total	Total
		\$202.00	\$149.00	\$137.00	\$129.00			
Pre-Construction Activities								
1	Plans and Specification Constructability Review	10				\$2,020.00	\$2,020.00	
2	Pre-Bid Meeting Assistance / O&A Review	10				\$2,020.00	\$2,020.00	
3	Plans and specification review/setup project files	2	2	2	1	\$1,105.00	\$1,105.00	
4	Pre-Construction Meeting & Coordination	2	2	2		\$976.00	\$976.00	
Hour Subtotal		24	4	4	1		Subtotal	\$6,121.00
Construction Engineering Management								
5	Management/Weekly Meetings (20 mtgs)	20	20			\$7,020.00	\$7,020.00	
6	Project Management / Coordination		20			\$2,980.00	\$2,980.00	
7	Negotiate, Prepare and Process Change Orders (2 ea)	2	12			\$2,192.00	\$2,192.00	
8	Review and Approve Contractor Submittals & RFIs		10			\$1,490.00	\$1,490.00	
9	Contractor Pay Estimate (5 EA)		5	5		\$1,430.00	\$1,430.00	
10	Final Inspection and Project Closeout		30	30		\$8,580.00	\$8,580.00	
Hour Subtotal		22	97	35	0		Subtotal	\$23,692.00
Project Administration								
11	J-U-B Monthly Invoicing (5 EA)	3			5	\$1,251.00	\$1,251.00	
12	CDOT Administrative Documentation		60			\$8,940.00	\$8,940.00	
Hour Subtotal		3	60	0	5		Subtotal	\$10,191.00
Field Inspection								
13	Observe Construction (100 working days)			800		\$109,600.00	\$109,600.00	
14	Field Documentation			20		\$2,740.00	\$2,740.00	
Hour Subtotal		0	0	820	0		Subtotal	\$112,340.00
Additional Services								
15	Additional Services (Town Requested)					\$20,000	\$20,000	
Hour Subtotal							Subtotal	\$20,000.00
Total Hours		49	161	859	6		TOTAL	\$172,344.00

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.g

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

PUBLIC HEARING: Resolution 26-45: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

RECOMMENDATION

Staff recommends approval of Resolution 26-45

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 26-45 is a resolution to amend the 2025 Budget to appropriate additional expenditures.

The amendments being made to the General Fund are a result of the new Governmental Accounting Standards Board (GASB), which was implemented and requires year-end entries to be made for Leases and Subscription-Based Information Technology Arrangements (SBITAs).

The amendments to the Firestone Urban Renewal Authority (FURA) are due to reimbursements made to the taxing entities within each FURA. The list of expenditures are in Exhibit A of the attached resolution.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The 2025 Budget was approved on November 13th, 2024, amended on April 9th, 2025 and November 12, 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 2025 Budget Amendment Resolution2

RESOLUTION NO. 26-45

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

WHEREAS, on November 13, 2024 the Board of Trustees of the Town of Firestone (“Town”) adopted the Town’s 2025 budget (“Budget”); and

WHEREAS, as required by law the Town has published notice of and held a public hearing regarding the proposed supplemental appropriations; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town to adopt this resolution amending the Budget and appropriations for the Budget’s General Fund, Firestone Urban Renewal Authority Fund - Central and Firestone Urban Renewal Authority Fund – Big Horn for the purposes as set forth in Exhibit A.

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

The supplemental appropriations for the Town of Firestone’s 2025 Budget and modifications to the Budget’s General Fund, Firestone Urban Renewal Authority Fund - Central and Firestone Urban Renewal Authority Fund – Big Horn balances, as more specifically set forth in Exhibit A, which is attached hereto and made a part of this resolution, are hereby adopted and approved. The Town’s Finance Director is directed to effectuate the necessary transfers to comply with the approved supplemental appropriations and the Town Clerk is directed forthwith to file a certified copy of this resolution with the Division of Local Government.

INTRODUCED, READ AND ADOPTED this 20th day of May, 2026.

TOWN OF FIRESTONE, COLORADO

By: _____
Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

DESCRIPTION	2025 Original Budget	Budget Modification	2025 Amended Budget
General Fund			
Technical Services - SBITA	519,500.00	850,000.00	1,369,500.00
Interest Expense - SBITA and Leases	-	170,833.00	170,833.00
Principal Expense - SBITA and Leases	-	766,192.00	766,192.00
Firestone Urban Renewal Authority Fund - Central			
General Services	4,789,201.00	153,000.00	4,942,201.00
Firestone Urban Renewal Authority Fund - Big Horn			
General Services	1,213,303.00	43,000.00	1,256,303.00

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.h

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

PUBLIC HEARING: Resolution 26- 44: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2026 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2026.

RECOMMENDATION

Staff recommends approval of Resolution 26-44, approving the 2026 Budget Amendment.

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 26-44 amends the 2026 Budget to roll over funds for certain ongoing capital projects that have remaining funds from the 2025 approved budget.

The list of projects and amounts being rolled over for each project are listed in Exhibit A of the attached resolution.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the 2026 Budget on November 12th, 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 2026 Budget Amendment Resolution

RESOLUTION NO. 26 - 44

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2026 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2026.

WHEREAS, on November 12, 2025 the Board of Trustees of the Town of Firestone (“Town”) adopted the Town’s 2026 budget (“Budget”); and

WHEREAS, as required by law the Town has published notice of and held a public hearing regarding the proposed supplemental appropriations; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town to adopt this resolution amending the Budget and appropriations for the Budget’s Capital Projects Fund, Conservation Trust Fund, Firestone Urban Renewal Authority Fund – Northern, Water Fund and Stormwater Fund for the purposes as set forth in Exhibit A.

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

The supplemental appropriations for the Town of Firestone’s 2026 Budget and modifications to the Budget’s Capital Projects Fund, Conservation Trust Fund, Firestone Urban Renewal Authority Fund – Northern, Water Fund and Stormwater Fund balances, as more specifically set forth in Exhibit A, which is attached hereto and made a part of this resolution, are hereby adopted and approved. The Town’s Finance Director is directed to effectuate the necessary transfers to comply with the approved supplemental appropriations and the Town Clerk is directed forthwith to file a certified copy of this resolution with the Division of Local Government.

INTRODUCED, READ AND ADOPTED this 20th day of May, 2026.

TOWN OF FIRESTONE, COLORADO

By: _____
Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

DESCRIPTION	Rollover from 2025 to 2026
Capital Projects Fund	
Project NOLA-High Defini	8,410.00
Central Park Feasibility	40,415.00
Pavement Maintenance	420,460.00
Historic Firestone St.	243,515.00
WC Rd 20 Coal Ridge Ditch	1,147,288.00
Neighbor's Point Traffic	95,382.00
Colo Blvd and Pine Cone	116,900.00
Conservation Trust Fund	
Settlers Park Improvements	25,000.00
Sports Complex Improvements	2,982.00
Firestone Urban Renewal Authority - Northern	
I25 & Firestone BLVD	1,876,964.00
Water Fund	
St. Vrain WTP Blend Pipe	524,750.00
Firestone Res No. 2	1,356,405.00
Alluvial Well Field #2	199,000.00
Coal Ridge Ditch Lateral	490,853.00
NISP Transfer Pipeline	102,000.00
St. Vrain WTP Expansion	143,067.00
Godding Ditch Conversion	67,000.00
Managed Ground Water	537,330.00
Historic Firestone Water	312,468.00
Water Master Plan	57,032.00
CWCWD Flow Control/Meter	60,239.00
Stormwater Fund	
Drainage Master Plan	40,350.00
Stormwater Ditch Maintenance	50,000.00

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.i

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 26-41: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A WIRELESS COMMUNICATIONS FACILITIES LEASE AGREEMENT WITH ANTHEMNET, INC.

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement

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 seeks approval of a Wireless Communications Facilities Lease Agreement between the Town of Firestone and AnthemNet, Inc., along with a related Access and Utility Easement. Approval will allow AnthemNet to lease a portion of Town-owned property located at the Maintenance Facility for the installation and operation of a wireless communications facility.

Lease Term:

- Initial term: 30 years
- Includes up to four additional 5-year renewal terms
- Maximum potential duration: 50 years

Financial Terms:

- One-time payment to Town: \$2,500 within 30 business days of execution
- Base rent: \$30,000 annually (\$2,500/month)
- Annual escalation: 2% increase each year
- Collocation revenue sharing: Town receives 35% of gross recurring revenues from the second and subsequent collocated users

FINANCIAL CONSIDERATIONS

Detailed in summary above.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 26-41 Anthemnet WCF Lease Agreement
2. Anthemnet Lease Agreement FINAL 5-2026
3. Access and Utilities Easement FINAL 2-5-2026

RESOLUTION NO. 26-41

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A WIRELESS COMMUNICATIONS FACILITIES LEASE
AGREEMENT WITH ANTHEMNET, INC.**

WHEREAS, the Town of Firestone (“Town”) owns that certain parcel of real property legally described as Lot 3, Minor Plat Advanced Forming Technology (the “Property”); and

WHEREAS, AnthemNet, Inc. (“AnthemNet”) has expressed an interest in leasing a portion of the Property for the installation, maintenance, and operation of a wireless communications facility (“Project”), and desires to enter into a long-term lease with the Town to facilitate the Project; and

WHEREAS, the Lease will also require the Town to convey an access and utility easement to AnthemNet over a small portion of the Property to permit AnthemNet to extend utility services to the Project; and

WHEREAS, the Town Board of Trustees finds that it is in the best of the Town to lease a portion of the Property to AnthemNet for the Project and to grant the requested easement to AnthemNet to facilitate the Lease, pursuant to the terms and conditions contained in a “Wireless Communications Facilities Lease Agreement” and “Access and Utility Easement,” attached hereto as **Exhibit A** and **Exhibit B**, respectively.

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

Section 1. The “Wireless Communications Facilities Lease Agreement” between the Town and AnthemNet is authorized and approved in the form substantially similar to the form attached hereto as **Exhibit A** and made a part of this resolution.

Section 2. The “Access and Utility Easement” between the Town and AnthemNet is authorized and approved in the form substantially similar to the form attached hereto as **Exhibit B** and made a part of this resolution.

Section 3. The Mayor is authorized to execute the Lease Agreement and the Access and Utility Easement on behalf of the Town.

PASSED AND ADOPTED this ____ day of _____, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

[Firestone/AnthemNet WCF Lease Agreement]

EXHIBIT B

[Firestone/AnthemNet Access and Utility Easement Agreement]

WIRELESS COMMUNICATIONS FACILITIES LEASE AGREEMENT

Market: Colorado
Cell Site Name: Coal Ridge

THIS LEASE AGREEMENT ("**Lease/Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by, a **TOWN OF FIRESTONE**, having a mailing address of 9950 Park Avenue, Firestone, Colorado 80504 ("**Landlord**") and **ANTHEMNET, INC.**, a Delaware corporation, having a mailing address of 5151 Headquarters Drive, Suite 170 Plano, TX 75024 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at located at located Lot 3, Minor Plat Advanced Forming Technology, Parcel Number 131120001003, Town of Firestone, County of Weld, State of Colorado as more fully described in the legal description attached hereto as **Exhibit 1** (collectively, the "**Property**"). Landlord desires to lease to Tenant a portion of the Property in accordance with this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. LEASE; PREMISES DEFINED.

(a) Subject to the provisions below regarding the Due Diligence Period, Landlord leases to Tenant a certain portion of the Property as described below:

- (1) Land consisting of approximately _____ square feet for construction of a Communication Facility (defined below) ("**Raw Land**").
- (2) The air space above such Raw Land up to ____ feet for the construction of the Structure (defined below) and the attachment of antennas and such other equipment and facilities as Tenant may from time to time determine are necessary or desirable for the operation of its communications network ("**Tower Space**").
- (3) together with the non-exclusive easement of ingress and egress from a public right-of-way and across those portions of Landlord's Property as depicted on **Exhibit 3**, and to and from the Raw Land for the purpose of installation, operation and maintenance of Tenant's Communication Facility and the non-exclusive right to install and maintain utility wires, poles, cables, conduits, pipes, and all necessary electrical and telephone utility sources, including fiber, over, under, or along those portions of Landlord's Property from the Raw Land, as depicted on **Exhibit 3** (collectively, "**Access and Utility Easement**").

The Raw Land, Tower Space, and Access and Utility Easement are hereinafter collectively referred to as the "**Premises**", as depicted on **Exhibits 2**.

Landlord and Tenant hereby agree that at Tenant's option, Tenant shall have the right to lease additional space from Landlord for the continued installation, operation and maintenance of the Communication Facility located on Landlord's Property (the "**Additional Leased Area**"), upon Landlord's approval of the Additional Leased Area, which

approval may be granted or withheld in Landlord's sole discretion. The Parties agree to negotiate in good faith an amendment to the Lease to memorialize the location of the Additional Leased Area

(b) Structure Collocation. Tenant may provide for collocation on the Structure (defined below) to private network providers, or governmental entities including counties, cities, and including institutions of higher education, or political subdivisions (each an "Entity"). Tenant shall execute an agreement with each Entity prior to Tenant making collocation available to any Entity, whereby both Tenant and said Entity explicitly acknowledge, affirm and agree to the superiority of this Agreement (each a "**Sublease**"). Tenant shall provide a copy of each executed Sublease to Landlord within thirty (30) days of the execution date of the same. Furthermore, Tenant providing for collocation on the Structure or making use of the Tower Space for the collocation of wireless communication facilities available to any Entity shall not relieve Tenant from any and all of its responsibilities and obligations assumed by this Agreement, or from complete and proper fulfillment of the terms and conditions of this Agreement, neither does it require that Landlord treat any Entity as a party to this Agreement or compensate Tenant for damages or loss, in any manner whatsoever, due by reason of Tenant providing for collocation on the Structure or making use of the Tower Space for the collocation of wireless communication facilities available to any Entity.

(c) Survey. The "**Due Diligence Period**" is defined as the time between the Effective Date (defined below) and the Term Commencement Date (defined below). During the Due Diligence Period, Tenant will be permitted to enter Landlord's Property to survey Landlord's Property and the Premises, and to conduct inspections, investigations and tests, including, without limitation, signal, topographical, geotechnical, structural and environmental tests, in Tenant's sole discretion to determine the physical condition, suitability and feasibility of the Premises (collectively, the "**Investigations and Tests**"). A final as-built survey, if commissioned, shall replace **Exhibit 2** without need to amend this Agreement, which shall be attached hereto and made a part hereof and shall control in the event of boundary and access discrepancies between it and **Exhibit 1**. Landlord acknowledges that, prior to the Term Commencement Date, Tenant has limited access to, but no ownership or control of any portion of Landlord's Property and that Tenant's access during the Due Diligence Period shall not cause Tenant to be considered an owner or operator of Landlord's Property or the Premises for purposes of environmental laws or otherwise. Cost for the Investigations and Tests shall be borne by Tenant.

(d) Governmental Approvals. During the Due Diligence Period, Tenant and its agents, engineers, surveyors and other representatives will have the right to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and including, without limitation, all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities, including but not limited to Landlord acting in its governmental capacity pursuant to applicable local, state and federal laws (collectively, the "**Governmental Approvals**"). Landlord agrees to cooperate with Tenant with respect to obtaining any required zoning or any other Governmental Approvals for the Premises, the Communication Facility and the Permitted Use (defined below). Nothing in this Agreement shall be interpreted or construed to: (i) obligate or require Landlord, acting in its governmental capacity pursuant to applicable local, state, and federal laws, to approve or to issue any Governmental Approval; (ii) be a waiver, relinquishment, diminution, or modification in any way of any lawful right or power Landlord (acting in its governmental capacity pursuant to applicable local, state, and federal laws) now has or hereafter acquires during the Term of this Agreement with respect to the location, design, or use of any of the Communication Facility (as defined by applicable federal law) located or proposed to be located in or upon the Premises. Nothing in this Agreement obligates or requires Landlord (acting in its governmental capacity pursuant to applicable local, state,

and federal laws) to approve any use or proposed use of the Premises by Tenant, and Landlord hereby reserves all rights with respect thereto. Tenant acknowledges and agrees that, notwithstanding this Agreement, it must apply for and obtain any and all permits and approvals from Landlord that are required under applicable local, state, and federal laws in existence as of the commencement of this Agreement or as adopted during the Term.

(e) Termination During Due Diligence Period. If Tenant determines, in its sole discretion, that the Premises is not appropriate for Tenant's intended use (or if Tenant otherwise decides, for any reason or no reason, not to commence the Term), then Tenant may terminate this Agreement upon written notice to Landlord at any time prior to the end of the Due Diligence Period and this Agreement shall be of no further force or effect except for those provisions that specifically state they will survive termination. All Rent paid for the Lease prior to said termination date shall be retained by Landlord. Upon such termination, Tenant will restore the Property to its condition as it existed as of the Effective date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

2. PERMITTED USE.

(a) Subject to Tenant obtaining and maintaining all of the Governmental Approvals, Tenant may use the Premises (i) for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include any antenna tower, pole, and its foundation (collectively a "**Structure**"), computer and network equipment, utility lines, (including electric and communication transmission lines) air conditioning equipment, shelter(s), electronic equipment, transmitting and receiving antennas, standby power generation and padding, and any other supporting equipment and structures associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"); (ii) to test, survey and review title on the Property; and conduct the Investigations and Tests and (iii) to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term; and (iii) Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state and local laws, rules or regulations (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described any Exhibit hereto will not be deemed to limit Tenant's Permitted Use. This Agreement and all of Tenant's obligations contained in this Agreement are contingent upon Tenant obtaining and maintaining all applicable Governmental Approvals. Tenant shall use the Premises and the Communication Facility in accordance with good engineering practices, all applicable Federal Communications Commission ("**FCC**") rules and regulations and the terms of this Agreement. All portions of the Communications Facility will remain Tenant's personal property and are not fixtures.

(b) For a reasonable period of time following the start of construction (and thereafter for major repairs or upgrades), Landlord grants Tenant, its subtenants, licensees, and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility.

3. TERM.

(a) This Lease becomes effective on the Effective Date. The term of Tenant's Lease and tenancy (the "**Initial Term**") will be thirty (30) years, commencing on the "**Term Commencement Date**," which is defined as the earlier to occur of: (a) the date that Tenant commences construction of the Communication Facility; or (b) twenty-four (24) months after the Effective Date.

(b) This Agreement will automatically renew for up to four (4) additional five (5) year term(s) (each

additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein, unless (i) Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term or (ii) Landlord notifies Tenant in writing of Landlord’s intention not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) The Initial Term and any Extension Terms are collectively referred to as the “**Term**.”

4. RENT.

(a) Within thirty (30) business days after the Effective Date, Tenant shall pay to Landlord a one-time, lump sum fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00).

(b) Tenant shall pay as annual rent for the Premises the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) (the “**Base Rent**”), payable in advance in monthly, equal installments of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month. Starting on the first day of the month after the Term Commencement Date (the “**Base Rent Payment Date**”) and on or before the fifth (5th) day of each month thereafter, Tenant will pay Landlord Base Rent. Rent for any fractional month at the end of the Term or Renewal Term shall be prorated. Landlord shall provide Tenant with a copy of an accurate and executed W-9 Form from Landlord prior to the Term Commencement Date. Rent may be paid via automated clearing house (ACH) transfers from Tenant’s bank account directly to a bank account designated by Landlord within five (5) business days after receipt of a written request from Tenant. Landlord’s failure to provide the requested bank account information shall result in Rent being paid via check to Landlord.

(c) Rent shall be increased on each annual anniversary of the Base Rent Payment Date by 2% of the Rent in effect during the immediately preceding year.

(d) Tenant shall pay Landlord a late payment charge equal to ten percent (10%) of the late payment for any payment not paid when due.

(e) In the event Tenant enters into a Sublease with any Entity in exchange for compensation, and/or any revenue being realized by the Tenant as a result of an Entity’s use of the Communication Facility, during the term of the Sublease, Tenant shall pay to Landlord as additional rent (“**Additional Rent**”) thirty-five percent (35%) of the Gross Revenues (defined below) received by Tenant from the second and each subsequent Entity during the entire term of such Entity’s use of the Communication Facility. Starting in the calendar month immediately after the date the Entity begins paying rent or fees to Tenant, Tenant shall pay Additional Rent for the prior calendar month on or before the next Base Rent Payment Date (for example, Gross Revenues received from an Entity during the month of January would be due on the March 1st Base Rent Payment Date). “**Gross Revenues**” means the amount of any and all recurring rental revenues actually received by Tenant from an Entity with respect to the Premises and the Communication Facility and excludes payments made to reimburse Tenant for the cost of construction performed specifically for any Entity pursuant to any Sublease, or any pass-through payments made by an Entity such as payments for taxes or utilities applicable to such Entity.

5. FACILITIES UPGRADE. Tenant or subtenant may, at its expense, update, repair and modify the Communication Facility, which shall include, but not be limited to, the replacement of its equipment from time to time as it deems necessary or desirable for the operation of the Communication Facility; provided, however, that Tenant or subtenant may not perform any updates, repairs modifications or replacements that would constitute a

"substantial change" as defined under Firestone Municipal Code Sec. 16.12.3 or that would expand beyond the Premises without first notifying the Landlord and obtaining the Landlord's consent; provided that Landlord and Tenant agree that a subtenant of Tenant upgrading and modifying its equipment on the Communication Facility from time to time does not constitute a "substantial change". Landlord will not be entitled to any increases in Base Rent due to the installation, modification, upgrade or expansion of the Communication Facility, unless they constitute a "substantial change" or are installed outside the Premises with the understanding that the Premises includes all of Tenant's leased areas and rights to the Communication Facility under this Agreement.

6. TERMINATION. This Agreement may be terminated as follows:

(a) by either party upon a default of any covenant or term hereof by the other party, and the failure of the defaulting party to remedy such default within the applicable cure periods under this Agreement after written notice is given specifying the same;

(b) by Tenant, without further liability or obligations, upon written notice to Landlord, in the event that any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority;

(c) by Tenant, upon thirty (30) days' written notice to Landlord, if Tenant determines, in its sole discretion, (i) signal interference, inadequate signal coverage or low signal intensity occurs at Landlord's Property; (ii) the Premises is not appropriate for Tenant's intended use; (iii) if Tenant otherwise decides, for any reason or no reason, that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention, or third-party liability; or (iv) or that Tenant's continued use of Landlord's Property and the Premises are economically unfeasible;

(d) by Landlord for any reason or no reason at any time after the thirtieth (30th) anniversary of the Term Commencement Date, upon providing Tenant with not less than two (2) year's prior written notice; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord, for any reason or no reason, except that if Tenant terminates this Agreement pursuant to subsection 6(c)(ii), Tenant shall pay Landlord liquidated damages equal to the lesser of six (6) months' Rent at the then current rate or all Rent owed for the remainder of the then current term.

Upon termination of this Agreement for any reason, Tenant shall remove the Communication Facility as specified in Section 13. If this Agreement is terminated, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant within thirty (30) days subject to any set offs due Landlord for any Tenant obligations due under this Agreement.

7. INSURANCE. During the Initial Term and all Extension Terms, Tenant shall carry Commercial Liability Insurance Coverage, including premises/operation coverage, bodily injury, property damage, independent contractors liability, completed operations coverage, and contractual liability coverage, in a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such policy shall include Landlord as an additional insured as its interest may appear under this Agreement by a blanket additional insured endorsement and shall provide that it will be the primary coverage. Tenant shall also maintain workers' compensation insurance as required by law. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. Tenant shall provide Landlord, prior to the Term Commencement Date and before each Extension Term upon written request by Landlord thereafter, evidence of the required insurance

in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Colorado, which includes all coverage required in this section. Said certificate shall also provide that the coverage may not be canceled, non-renewed, or reduced below the requirements specified in this Agreement without thirty (30) days' written notice to Landlord.

8. INTERFERENCE.

(a) Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Landlord or other tenants of Landlord's Property which existed on Landlord's Property prior to the Effective Date. In the event any after-installed Tenant's equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing.

(b) Landlord agrees that Landlord and/or any other tenants of Landlord's Property who currently have or in the future take possession of Landlord's Property will be permitted to install only such equipment that is of the type and frequency which will not cause interference which is measurable in accordance with then existing industry standards to the then existing equipment of Tenant. In the event any after-installed equipment causes such interference to Tenant or to any Entity, and after Tenant has notified Landlord in writing of such interference, Landlord will take all commercially reasonable steps necessary to correct and/or eliminate the interference within twenty-four (24) hours following written notice. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Except with respect to Hazardous Substances, which are subject to the provisions of Section 11 herein, Tenant agrees to indemnify, defend and hold harmless Landlord and its elected officials, officers, employees, agents and representatives from and against any and all claims, losses, expenses, costs (including reasonable attorneys' fees and other reasonable costs and expenses of litigation), damages, causes of action, (collectively, "**Claims**") which arise from the installation, use, repair or removal of the Communications Facilities or Tenant's its employees, agents, or contractors gross negligence or intentional conduct or a material breach by Tenant or its employees, agents, or contractors of Tenant's obligations under this Agreement.

(b) If Tenant fails or neglects to defend such actions, Landlord may defend the same and any reasonable, out-of-pocket and documented expenses (including reasonable attorneys' fees) actually incurred by Landlord in defending said actions, as well as the amount of any judgment or settlement which it may be required to pay, shall promptly be reimbursed by Tenant. The indemnity obligations under this Section will survive the expiration or sooner termination of this Agreement.

10. WARRANTIES.

(a) Title and Quiet Possession. Landlord represents and warrants to Tenant and further agrees that: (a) it is the owner of Landlord's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Premises, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Premises pursuant to the terms and conditions of this Agreement; (f) Tenant, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises during the Term and each Extension Term.

(b) Except as otherwise set forth in this Agreement, Tenant acknowledges and agrees that LANDLORD LEASES AND TENANT TAKES THE PREMISES AND EACH PART THEREOF "AS-IS" AND THAT LANDLORD HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE PREMISES IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF TENANT, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT AND LANDLORD SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO TENANT OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PREMISES.

(c) Compliance with Laws. Tenant represents and warrants to Landlord that Tenant shall comply with all applicable laws, rules and regulations now in effect or that thereafter may be issued by the FCC or any other governing bodies with jurisdiction over the Communication Facility or Tenant's operations relating to its possession and use of the Premises. Landlord represents and warrants to Tenant that Landlord shall comply with all applicable laws, rules and regulations now in effect or that thereafter may be issued by any governing bodies with jurisdiction over the Property (other than the Premises) or Landlord's operations relating to its possession and use of the Property (other than the Premises).

(d) Liens Not Permitted. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises or the Landlord's Property for any claim for labor or for material or for any other charge or expense incurred in constructing the Communication Facility or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in the construction, erection or operation of any such Communication Facility. Tenant shall keep the Premises free of mechanic's liens; provided that, if any such lien is filed against the Premises and Tenant does not cure or bond around such lien within ninety (90) days of written notice of same, Landlord shall have the right, but not the obligation, to cure such lien and invoice Tenant for the costs to cure plus interest at the statutory rate. Should Tenant fail to pay such invoice within thirty (30) days of receipt thereof, Tenant's failure to pay shall constitute a Tenant Default pursuant to Section 15.

11. ENVIRONMENTAL.

(a) Landlord represents to Tenant that as of the Effective Date: (i) it has no knowledge of any Hazardous Substance (defined below) on or affecting Landlord's Property (including the Premises); and (ii) Landlord has not introduced, generated, stored or disposed of Hazardous Substances on the Property except in compliance with applicable law. Tenant represents and warrants that its use of the Premises will not generate and it will not store or dispose on the Premises nor transport to or over Landlord's Property or any other property of the Landlord any Hazardous Substance in violation of applicable law. For the avoidance of doubt, Tenant shall not be responsible for any Hazardous Substances arising or present on the Property before the Effective Date.

(b) From and after the date hereof, neither Landlord nor will Tenant introduce (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state, or local environmental laws.

(c) Tenant shall hold Landlord harmless and shall defend and indemnify Landlord against any release of any such Hazardous Substance caused by Tenant or its employees or agents and any damage, loss, or expense

or liability resulting from such release, including all attorneys' fees, costs and penalties incurred as a result thereof, except to the extent contributed to by the negligence or willful misconduct of Landlord, its employees, or agents. Tenant's indemnification specifically includes reasonable costs, expenses and fees incurred in connection with any investigation conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. Landlord shall be responsible for any release Hazardous Substance on the Property caused by Landlord or its employees or agents, except to the extent contributed to by the negligence or willful misconduct of Tenant, its employees, or agents. Landlord's responsibility specifically includes reasonable costs, expenses and fees incurred in connection with any investigation conditions at the Property or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section shall survive the expiration or termination of this Agreement.

(d) "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous, or toxic, or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to exclude the use of batteries and exclude the use of generators and related fuels for purposes of providing emergency power. The indemnity obligations under this Section will survive the expiration or sooner termination of this Agreement.

(e) Tenant shall immediately notify Landlord upon learning or becoming aware of any release of any Hazardous Substance at the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises, that results from or is related to Tenant's use of the Premises and shall promptly provide Landlord copies of any notices, reports, documents, or other communications to or from any governmental authority concerning any such release. Such notification shall be made verbally within twenty-four (24) hours, and in writing within seventy-two (72) hours, of Tenant's knowledge of any such release. Tenant shall be solely responsible, at its own expense, for the proper cleanup, removal and/or remedy of any such release in accordance with applicable environmental laws.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, shall have reasonable access to Landlord's Property and the Premises through use of the Access and Utility Easement, as depicted on Exhibit 3, Monday through Friday during the hours of 8:00 a.m. to 6:00 p.m. for routine maintenance and site visits. Tenant will have twenty-four (24) hour per day, seven (7) day per week for emergencies, except that Landlord may upon delivery of two (2) days' prior written notice to Tenant, to ensure the integrity of Landlord's Property or other improvements on Landlord's Property or in the exercise of its police powers, temporarily further restrict the access hours and dates set forth herein. Landlord shall be allowed and granted access to the Premises (but not the Communication Facility) at reasonable times and upon at least twenty-four (24) hours advanced written notice to Tenant to examine and inspect the Premises for safety reasons or to ensure that the terms and conditions of Tenant's intended use of the Premises are being met. Tenant shall provide Landlord with a key or lock combination, for access to the Premises (but not the Communication Facility) and all of its appurtenances which may be used by Landlord's police, fire and or public works personnel for emergency access or as may be otherwise authorized in writing by Tenant, and Landlord will provide Tenant the advance notice as required in this Section 12 so Tenant may have a representative present during any such access by Landlord.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Within one hundred twenty (120) days, at its sole cost and expense, Tenant will remove the Communication Facilities, and any accompanying, equipment, personal property,

fixtures, structures or improvements from the Premises. Tenant will repair any damage to the Property resulting from Tenant's removal activities and shall restore the Premises to the condition as of the Effective Date, normal wear and tear, and damage from casualty excepted. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and title to or ownership of such equipment, facilities or improvements shall immediately vest to Landlord. Tenant shall be responsible for the replacement of any trees, shrubs or other vegetation. Notwithstanding the foregoing, Tenant shall not be required to remove any equipment foundation more than two (2) feet below grade level.

14. MAINTENANCE/UTILITIES.

(a) Tenant shall have sole responsibility for repairing and maintaining the Communication Facility installed by Tenant at the Premises in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Landlord, its agents, contractors or employees, Landlord will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Tenant shall have sole responsibility for the security of all its goods, personal property and Communication Facility located upon the Premises. Landlord will maintain, in good operating condition and repair, all other portions of Landlord's Property. Tenant shall maintain the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of Landlord pursuant to this Section. Tenant shall provide Landlord with a twenty-four (24) hour per day, seven (7) days per week, emergency contact name and telephone number and site number information. Tenant shall additionally post such emergency contact information in a visible location on the Site.

(b) Tenant shall, at its expense, be responsible for the payment of all meter charges for the consumption of electricity and other utilities associated with its use of the Premises throughout the Term. Landlord does not represent or warrant that any utility or other service provided by a utility provider shall be adequate for Tenant's particular purposes or use of the Premises or shall be free from interruption or reduction.

(c) Absolute Net Lease. Except as otherwise provided herein, this Lease shall be an absolute net lease in that Landlord shall have no obligation to pay for the costs and expenses of Tenant relating to the operation of the Communication Facility or Tenant's use of the Premises, and throughout the Term, all payments and other obligations or liabilities of any kind regarding Tenant's insurance, taxes and maintenance of the Premises or the Communication Facility shall be solely the responsibility of Tenant, and not the responsibility of Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence within ninety (90) days after written notice. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist

if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence within ninety (90) days after written notice. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, (ii) terminate this Agreement upon written notice to Landlord; and/or (iii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may, without notice to or consent of Landlord, sublease any portion of the Communication Facility or Premises to an Entity. Tenant may further, without notice to or consent of Landlord, assign or transfer (by sublease or otherwise) its rights arising under this Agreement to any entity (i) that is controlled by, controlling or under common control with Tenant; (ii) that shall merge or consolidate with or into Tenant; (iii) that shall succeed to all or substantially all the assets, property and business of Tenant in the market as defined by the Federal Communications Commission; or (iv) to any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Tenant may otherwise assign this Agreement or sublet the Premises to any other entity only with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: ANTHEMNET, INC.
5151 Headquarters Drive, Suite 170
Plano, TX 75024
Email: notices@anthemnet.com
Phone: 469-447-9540

With a copy to: Johnson Law, PLLC
13894 S. Bangerter Pkwy, Suite 200
Draper, UT 84020
Attn: Ladd Johnson

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Town of Firestone
Email: townclerk@firestoneco.gov
9950 Park Avenue
Firestone Co 80504

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

19. CASUALTY. If Landlord's Property or any portion thereof is destroyed or damaged by casualty, fire or other harm through no fault or negligence of Tenant, so as to hinder Tenant's effective and intended use of the Communication Facility or the Premises unsuitable, in Tenant's sole determination, Tenant may elect to terminate this Agreement upon thirty (30) days' written notice to Landlord. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on

a *pro rata* basis.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Tenant shall pay any personal property taxes, assessments, or charges related to the Communication Facility and Permitted Use of the Premises, along with any sales tax imposed on the Rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which Landlord's Property is located). Tenant shall further pay any increase in real estate taxes on the Property which Landlord demonstrates are directly attributable to the Communication Facility and/or the Permitted Use of the Premises. Tenant shall be responsible for the payment of any taxes, levies, fees, assessments or other charges imposed including franchise and similar taxes imposed upon the business conducted by Tenant at the Premises.

(b) Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. Nothing herein contained, however, shall be construed to allow any tax or imposition to remain unpaid for such length of time as would incur any penalty that is not paid by Tenant or permit the Premises, or any part thereof, to be sold or seized by any governmental authority for the nonpayment of same.

(c) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant. Competitor Interference. If Landlord is approached by a Competitor (defined below) of Tenant with an offer to interfere in the relationship between Landlord in Tenant, such as a buyout of this Agreement or offer to purchase an easement, license or some other right in the Premises, this Agreement, or the payment stream from Tenant to Landlord under this Agreement (the "**Competitor's Offer**"), then Landlord shall send a written notice Tenant containing the terms and conditions of the Competitor's Offer. Tenant shall have thirty (30) days following receipt of the Competitor's Offer from Landlord to present Landlord with an alternate offer for Landlord to consider in lieu of the Competitor's Offer (the "**Tenant's Offer**"). Landlord agrees to consider in good faith Tenant's Offer along with Competitor's Offer and if Landlord desires to accept one of the offers, and the Competitor's Offer and Tenant's Offer are substantially similar, Landlord agrees to accept Tenant's Offer. For the avoidance of doubt, if Landlord receives an offer related to the Property from someone other than a Competitor, the provisions of this Section do not apply. As used herein the term "**Competitor**" means any person or entity that is in the business of constructing, owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities.

22. RELOCATION RIGHT. Commencing on the twentieth (20th) anniversary of the Term Commencement Date, Landlord will have the right to relocate the Premises to an alternate ground location on the Property or another nearby location owned by Landlord within a reasonable proximity to the Premises (the "**Relocation Right**"), which may be exercised in the following manner:

(a) Relocation Request Process. Landlord will deliver written notice (the "**Relocation Proposal**") to Tenant after determining a relocation is desired. In the Relocation Proposal, Landlord will identify a potential new

replacement site for the Communication Facility ("**Relocation Premises**") and specify the requested timing for such relocation. No later than one hundred eighty (180) days from the date it receives the Relocation Proposal, Tenant shall submit to Landlord its written acceptance or rejection of the proposed Relocation Premises. In the case of a written rejection, Tenant shall identify and explain in detail the grounds for its rejection and determination that the proposed Relocation Premises is unsuitable for Tenant's Communication Facility for any of the reasons set forth in Section 22(b), below. If Landlord does not receive Tenant's written rejection within such 180-day period, or if Tenant rejects the proposed Relocation Premises for a reason not listed in Section 22(b) below, then Landlord will notify Tenant in writing that it will proceed with exercising the Relocation Right and the latest date by which the Communication Facility must be removed from the Premises, together with a proposed lease amendment ("**Relocation Notice**"). If Tenant rightfully rejects the Relocation Premises, then Landlord may propose another relocation site using a new Relocation Proposal to Tenant in the manner set forth above.

(b) Grounds for Rejection. Tenant may reject a proposed Relocation Premises upon a reasonable determination, supported by objective evidence, including without limitation, engineering or propagation studies, that such Relocation Premises would:

- i. result in a material and adverse degradation in signal quality, coverage, or network performance when compared to the original Premises, measured in accordance with commercially reasonable industry standards; or
- ii. materially impair Tenant's ability to install, operate, maintain, or support its communications facilities in a manner consistent with commercially reasonable industry standards, including due to structural limitations, interference, access constraints, utility availability, or impacts to existing subtenants.

(c) Due Diligence. Tenant shall have a due diligence and inspection period of one hundred eighty (180) days after the date it receives Landlord's Relocation Proposal to inspect (and have Tenant's sublessees review) the proposed Relocation Premises and to further investigate, at Landlord's expense, all aspects of the Relocation Premises to determine the signal quality at the proposed Relocation Premises. Landlord shall reasonably cooperate with Tenant in its inspections, investigations, and evaluations of the Relocation Premises.

(d) Completion of Relocation. Tenant will use all commercially reasonable efforts to complete the removal of the Communication Facility from the original Premises and relocating it to the Relocation Premises not later than six (6) months after receiving the Landlord's Relocation Notice. If, however, the relocation cannot feasibly be completed within such time period, considering all relevant factors, including without limitation, the scope of the work involved in such relocation, equipment lead times and supply chain constraints, Landlord and Tenant shall, as soon as is reasonably possible after Tenant's receipt of the applicable Relocation Notice, coordinate and cooperate with one another to develop a mutually agreeable comprehensive relocation plan, consisting of design plans, construction work documents; scheduling, and the costs of relocation. Then, within sixty (60) days after developing such joint relocation plan, Landlord and Tenant shall negotiate in good faith and use commercially reasonable efforts to finalize and enter into a project-specific relocation agreement to accomplish and implement the agreed-upon relocation plan. Upon mutual approval of any proposed relocation agreement, Tenant shall undertake and complete relocation of its Communication Facility to the Relocation Premises in accordance with the agreed-upon relocation agreement. Any revision by a governmental authority of any application submittal requirements furnished by Tenant that causes Tenant to substantially redesign and/or change its plans regarding facility relocation shall be deemed good cause for a reasonable extension of time to complete the relocation. Landlord and Tenant acknowledge and agree that the construction of the Communication Facility at the Relocation Premises is contingent upon Tenant obtaining any Governmental Approvals required for the operation of the Communication Facility at the Relocation Premises (collectively the "**Relocation Governmental Approvals**") and that neither Landlord nor Tenant control the timing of receipt of Relocation Governmental Approvals. Tenant shall use commercially reasonable efforts to obtain the

Relocation Governmental Approvals as promptly as reasonably possible after receipt of the Relocation Notice, Denial of any Relocation Governmental Approval shall terminate all relocation efforts with respect to such Relocation Premises. The relocation shall be performed exclusively by Tenant or its agents. While performing the relocation, Tenant shall have maintain the rights to the existing Premises (including installation of a "cell on wheels" facility or other temporary structure to ensure no gap in coverage exists while transitioning from the Premises to the Relocation Premises) until such time that all sublessees are successfully moved to the Relocation Premises.

(e) Subject to delays beyond Tenant's control and any mutually agreed extensions, Landlord and Tenant recognize that all time limits for completing a relocation as stated in this Section or the applicable project-specific relocation agreement are of the essence. Tenant's failure to proceed with or complete the relocation in accordance with this Section shall constitute a default under Section 15(a), following notice and expiration of any applicable cure period therein. Upon the occurrence of such default and failure to cure, Landlord has the right: (i) to terminate this Lease and require removal in accordance with Article 13; or (ii) to complete the relocation of the Communication Facility on Tenant's behalf, at the Tenant's sole cost and expense. In the case of termination, if Tenant fails to remove its Communication Facility in accordance with Article 13, then Tenant will be deemed to have remised, released, quitclaimed, and sold to Landlord all title and ownership in the Communication Facility remaining on the Premises, and the permanent abandonment in place and transfer of ownership of that Communication Facility shall automatically vest in Landlord without necessity of an additional agreement or instruments of conveyance. In the event Landlord exercises its right to complete the relocation, Landlord will notify Tenant 30 days' in advance of beginning the relocation work to give Tenant yet another opportunity to cure. If Tenant fails to commence relocation efforts within this period, or Landlord never receives a response from Tenant, then Landlord may complete the relocation without further notice to Tenant. In such case, Landlord shall have no obligation to pay any further costs of relocation and Tenant shall reimburse Landlord for all reasonable and documented costs incurred by Landlord in connection with such relocation within 60 days' of Tenant's receipt of Landlord's written demand therefor.

(f) Subject to section 22(e) above, Tenant's relocation of its Communication Facility to the Relocation Premises shall be at Landlord's sole cost and expense, including but not limited to, surveys, title, environmental testing, and other customary due diligence studies and the costs of decommissioning and removing the Communication Facility at the original Premises and reconstruction of the Communication Facility at the Relocation Premises.

(g) Lease Amendment. Upon completion of the relocation, the Parties shall execute an amendment to this Lease to insert new exhibits which reflect the location and parameters of the Relocation Premises, and the Parties shall execute and cause to be recorded any memorandum or similar instrument reasonably required to document or record the location of the Relocation Premises. Notwithstanding the foregoing, upon the occurrence of a Tenant default as described in Section 22(e), Landlord shall have no obligation to pay any further costs of relocation, and Tenant shall be responsible for such costs to the extent provided in Section 22(e).

23. MISCELLANEOUS.

(a) Further Acts. Upon request, each party shall promptly take such actions and provide such further documents and assurances as may be reasonably requested by the other party from time to time in order to effectuate and carry out and perform the terms and conditions of this Agreement.

(b) Limitation of Landlord's Liability; Early Termination. In the event Landlord breaches this Agreement and/or causes interruption of, or damages to, the business of Tenant, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of Tenant's cure of the cause of the damages or interruption and other direct damages (if any), and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit, or related damages to Tenant. Tenant

shall be entitled to a credit against Rent for the costs of such cure. In no event shall either party be liable to the other for incidental, indirect, special or punitive damages.

(c) **Amendment/Waiver**. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(d) **Exclusivity**. The Parties acknowledge that this Agreement is an exclusive agreement with respect to a lease of the Property for the Permitted Use and Landlord shall not lease other space on the Property for wireless communication facilities or equipment to any person or entity which may be in competition with Tenant. Landlord acknowledges the significant costs and expenses that will be incurred by Tenant to construct and operate the Communication Facility and the harm that Tenant would incur if Landlord were to permit a competitive communications facility to be constructed on other land owned by Landlord in close proximity to the Property and accordingly Landlord agrees, during the Term, not to permit a competitive communication facility to be built on land owned or controlled by Landlord within a two (2) mile radius of the Property.

(e) **Memorandum of Lease**. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 4**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion, at such party's sole cost and expense.

(f) **Entire Agreement**. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Bind and Benefit**. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. This Lease shall constitute a real right and covenant running with the Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

(h) **Governing Law and Venue**. This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, and venue for any legal action arising out of the Lease shall be Weld County, Colorado.

(i) **Interpretation**. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(j) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, Tenant. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(k) **Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

(l) **Surrender of Premises; Holding Over.** Upon termination or expiration of this Lease, Tenant shall peaceably quit, deliver up, and surrender the Premises. In the event Tenant remains in possession of the Premises after the expiration of the Term of this Lease, or any extensions hereof without the written consent of Landlord, Tenant shall then be obligated to pay Rent at 125% of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises. Such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions contained herein.

(m) **Governmental Immunity.** Tenant acknowledges that Landlord is a Colorado home rule municipality and that nothing within this Agreement shall be deemed a waiver or abrogation of Landlord's exercise of its police powers or of the rights, immunities, limitations and protections afforded it by the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq., as same may be amended from time to time each party has had the opportunity to consult with its own legal counsel in connection with the negotiation of this Agreement; there will be no construction against any party based on any presumption of that party's involvement in the drafting of this Agreement.

(n) **Authority.** Landlord and Tenant hereby represent to the other that: (i) each has full right and authority to enter into this Lease; (ii) each person signing on behalf of Landlord and Tenant are authorized to do so; and (iii) the execution and delivery of this Lease by Landlord and Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which either Landlord or Tenant is a party or by which either such party may be bound.

(o) **Estoppel Certificate.** Landlord and Tenant shall, within ten (10) days after request by the other party, execute and deliver to the requesting party a statement certifying (i) the material terms of this agreement including Lease Term and current rent; (ii) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (iii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iv) any other information reasonably requested concerning this Agreement or the Premises.

(p) **Counterparts and Signatures.** This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the parties shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by facsimile or electronic transmission. The parties further agree this Agreement may be executed by electronic signatures, and any electronic signatures, electronic record of this Agreement containing an electronic signature, or a paper copy of an electronic signature shall be binding upon the party providing such

electronic signature as if it were the party's original signature.

(q) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(r) **Time of Essence.** Time is of the essence under this Lease and each and all of its provisions in which performance is a factor.

(s) **Annual Appropriation.** Notwithstanding any provision of this Lease to the contrary, all financial obligations of Landlord under this Lease are expressly contingent upon annual appropriation of funds sufficient to perform such obligations.

(t) The following Exhibits are attached to and made a part of this Agreement: Exhibits 1, 2, 3, and 4.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

TOWN OF FIRESTONE, COLORADO, a Colorado
municipal corporation

By: _____

Print Name: Don Conyac Jr.

Its: Mayor

Date:

“TENANT”

ANTHEMNET, INC.,
a Delaware Corporation

By: _____

Print Name: John Brian Richmond

Its: President/CEO

Date:

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2026, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of _____ the Manager of _____, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2026 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

Legal Description of Property

THE FOLLOWING REAL PROPERTY IN THE COUNTY OF WELD AND STATE OF COLORADO, TO WIT:
PARCEL II

LOT 3, MINOR PLAT ADVANCED FORMING TECHNOLOGY, TOWN OF FIRESTONE, COUNTY OF WELD,
STATE OF COLORADO.

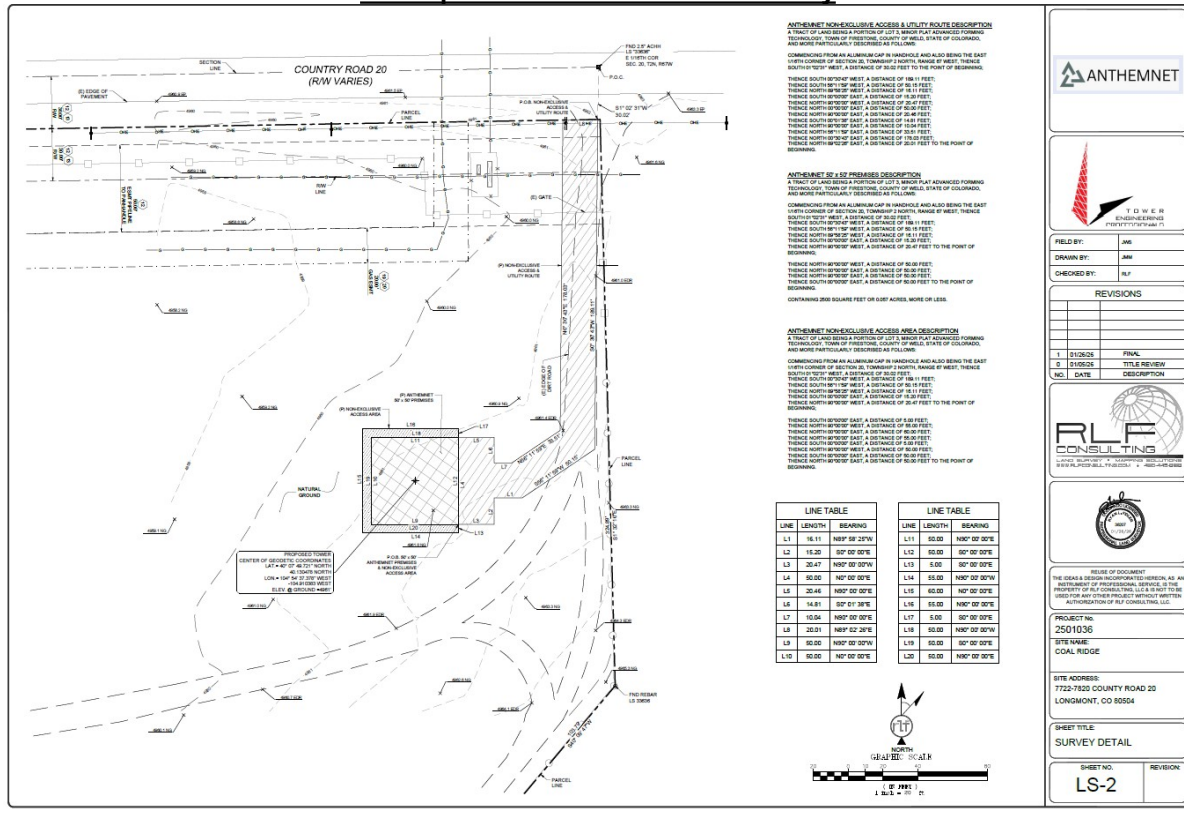
PARCEL ID #131120001003 (ACCT: R0417001)

THIS BEING A PORTION OF THE PROPERTY CONVEYED TO THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF COLORADO, FROM ADVANCED FORMING TECHNOLOGY INC., A COLORADO CORPORATION, IN A SPECIAL WARRANTY DEED DATED NOVEMBER 8, 2012 AND RECORDED NOVEMBER 27, 2012 AS

INSTRUMENT NO. 3891012.

EXHIBIT 2 Site Location

Description of Communication Facility



Without limiting Tenant's right to make future changes or add additional equipment to the Premises, Tenant has the right to install at the Premises, even if not reflected in **Exhibit 2**: its Communications Facility, including: (i) the Structure and all panel antennas; (ii) remote radio units/transmitters; (iii) microwave dishes each with one or multiple ODUs; (iv) transmission lines and conduits; (v) filters; (vi) combiners/junction boxes; (vii) GPS antennas; (viii) shelters or cabinets; (ix) utility pedestals; and (x) any other related communications equipment and appurtenances.

Notes: Tenant may, at Tenant's option and with notice to Landlord, replace this **Exhibit 2** with an as-built drawing depicting the Premises. Any visual or textual representation of the Communication Facility is illustrative only and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Access and Utility Space

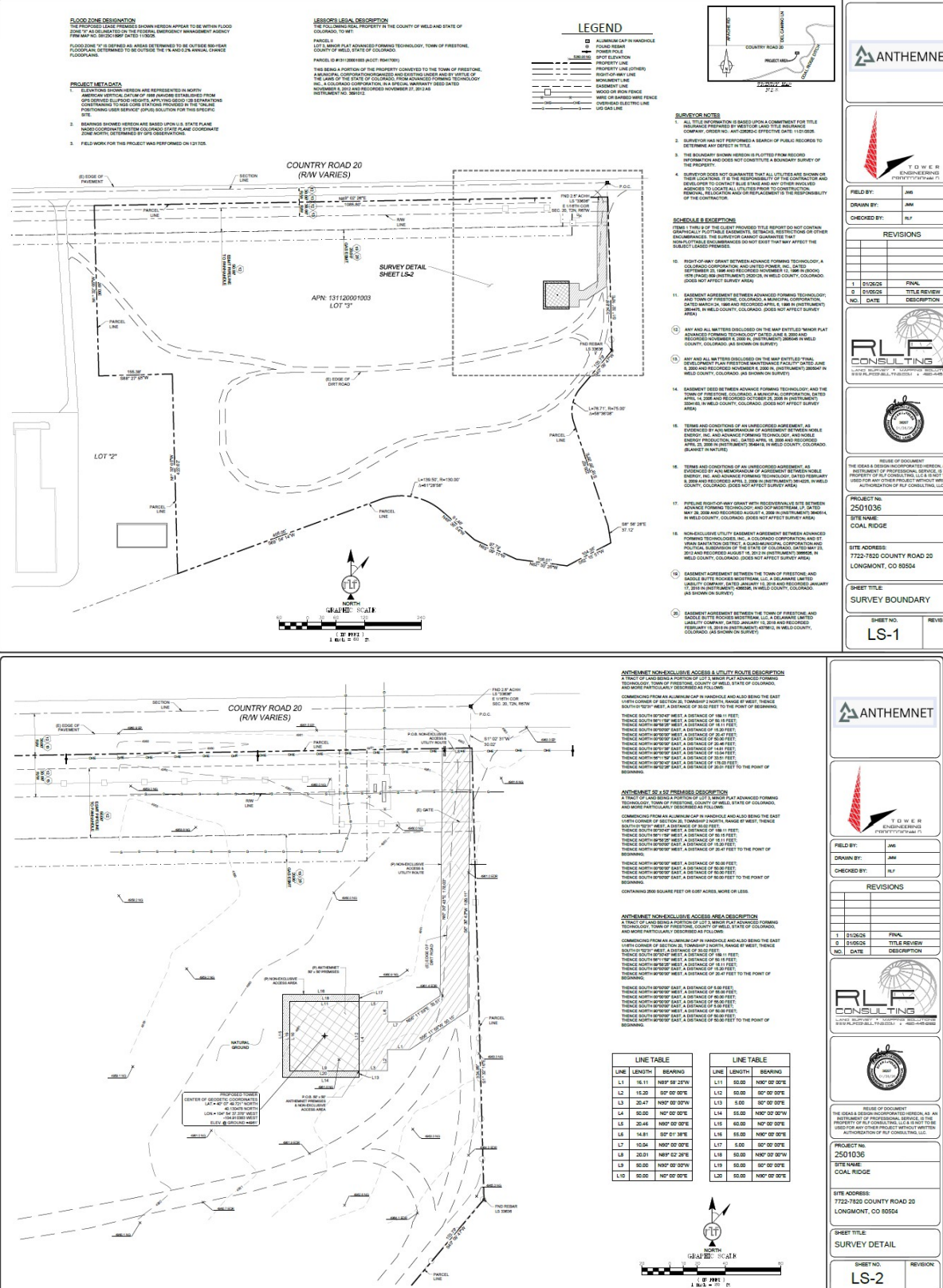


EXHIBIT 4

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is dated as of this ____ day of _____, 2026 and evidences that a certain Wireless Communications Facilities Lease Agreement (the "Agreement") dated _____, 2026 by and between **TOWN OF FIRESTONE**, Colorado, a municipal corporation ("Landlord") and **ANTHEMNET, INC.**, a Delaware corporation, having a mailing address of 5151 Headquarters Drive, Suite 170 Plano, TX 75024 ("**Tenant**").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Landlord and located at Lot 3, Minor Plat Advanced Forming Technology, Parcel Number 131120001003, Town of Firestone, County of Weld, State of Colorado, as further described in the Agreement (the "Premises") for the purpose of performing investigations and tests and, upon finding the Premises appropriate, to lease the Premises for the purpose of installing, operating and maintaining a communications facility and other improvements. The Premises is further described in **Exhibit 1** attached hereto.

The term commencement date of Tenant's lease and tenancy under the Agreement is 30 years commencing on the earlier to occur of start of construction of the Communication Facility (as defined in the Agreement) or twenty-four (24) months following the Effective Date, whichever first occurs, and is subject to up to four (4) renewal terms of five (5) years each that may be exercised by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

Town of Firestone, Colorado, a
Municipal corporation

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT:

ANTHEMNET, INC., a Delaware Corporation

By: _____
Print Name: John Brian Richmond
Its: CEO
Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2026, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of _____, the _____ Anthemnet, Inc., a Delaware corporation, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2026 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between Town of Firestone, Colorado, a municipal corporation, as Landlord, and Anthemnet, Inc., a Delaware corporation, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

ACCESS AND UTILITY EASEMENT

This **ACCESS AND UTILITY EASEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2026, by and between the **TOWN OF FIRESTONE, COLORADO**, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue., Firestone, Colorado, 80504 (“Firestone” or “Grantor”) and **ANTHEMNET, INC.**, a Delaware corporation (“Grantee”), whose address is 5151 Headquarters Drive, Suite 170 Plano, TX 75024.

1. Grantor’s Property. Firestone is the owner of that certain parcel of real property (the “Property”) located at Lot 3, Minor Plat Advanced Forming Technology, Parcel Number 131120001003, Town of Firestone, Weld County, Colorado, as more fully described on **Exhibit A**, attached to and made a part of this Agreement.
2. The Lease. Grantor as Landlord and Grantee and Tenant are parties to that certain Wireless Communications Facility Lease Agreement of even date herewith (the “Lease”), pursuant to which Grantor leases to Grantee a portion of the Property (the “Premises”) for the purposes defined therein, including, but not limited to the construction and operation of a communication facility (the “Communication Facility”). This Agreement is entered into in connection with the Lease and is not intended to alter or modify the terms thereof
3. Grant of Easement –Consideration. Firestone grants to Grantee a non-exclusive easement (the “Easement”) over, under, in and across that portion of the Property as more fully described in **Exhibit B**, attached to and made a part of this Agreement (the “Easement Area”), subject to the terms and conditions set forth below. The parties hereto agree that the payments from Grantee to Firestone under the Lease are full and complete consideration for Firestone granting the Easement.
4. Purpose and Uses of Easement. Grantee may use the Easement: (a) for the ingress, egress, and access to the Premises; (b) to access, construct, install, operate, repair remove, replace, use and maintain electric and communication transmission lines, service panels, conduit, cables, wiring, fixtures, facilities and/or devices used or useful solely for the operation, service, and connection of the Communication Facility both above ground and underground for purposes of installation and provision of telephone, fiber, electric service and other utilities to the Premises (collectively, “Utilities”) and (c) to mark the location of the Easement Area, Communication Facility, and Utilities by suitable markers set and maintained in the ground.
5. Grantor’s Rights in Easement Area. Firestone reserves the right to use the Easement Area for any purposes provided that Firestone will not impair, endanger or unreasonably interfere with Grantee’s full enjoyment of the rights granted in this Easement and the Lease. Firestone shall not erect or cause to be erected any permanent buildings or structures within the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld, provided that any building or structure constructed by Firestone in the Easement Area that blocks or impairs Grantee’s full access to the Premises, interrupts or hampers utility service to the Premises or causes interference with the signals transmitted from the Premises shall be reason for Grantee to withhold its consent.

6. Construction.

A. Grantee shall provide Firestone a complete set of "As-Built Plans" for the Utilities in the Easement Area, in paper and electronic format, within thirty days following construction and installation of the Utilities.

B. Grantee shall ensure that construction and installation of the Utilities within the Easement Area shall be undertaken by the utility company or a licensed contractor, and shall cause all work to be performed by such person to be in accordance with all applicable statutes, ordinances, rules, regulations and permitting requirements.

C. Grantee agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction or execution of the Easement Area to arrange for field locating of the Utilities.

7. Operation and Maintenance.

A. The respective utility companies shall be solely responsible for the maintenance and replacement of the Utilities now or hereafter constructed and located within the Easement Area.

B. Upon completion of any construction or installation work in the Easement Area, Grantee will maintain the surface of the Easement area in compliance with any applicable weed, nuisance or other legal requirements.

C. Upon completing any work in the Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the surface of the Easement Area to a condition comparable to its condition prior to Grantee's activities in the Easement Area, including but not limited to the reseeded and replanting of any disturbed areas in a manner reasonably satisfactory to Firestone, correction of any subsidence, and restoration of any other pre-existing improvements or conditions impacted by Grantee's activities.

8. Depth of Cover. Unless a greater depth is required by applicable law, Grantee shall initially bury underground Utilities within the Easement Area at a minimum depth of four (4) feet below the surface of the ground.

8. Liability and Responsibility.

A. Firestone shall have no obligation to contribute to the costs or expenses of initial construction or installation of the Utilities.

B. Except for any negligent or willful act or omission, Firestone shall not be responsible or held liable for damages to the Utilities resulting from any work conducted by Firestone on the Property or in connection with performing authorized emergency repairs and maintenance of any existing improvements on the Property.

C. Nothing in this Easement Agreement shall be construed to be a waiver of the limitations on liability which are provided to Firestone under any provision of law or the Colorado

Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as currently enacted or subsequently amended (“CGIA”).

9. Termination. This Easement will automatically terminate without the need for any action by any Party on a date that either (i) the Lease expires or is terminated; or (ii) Grantee notifies Grantor of its intent to abandon the Easement Area. Upon providing written notice of abandonment, Grantee shall at its sole cost and expense, remove the Utilities, and restore the Easement Area as provided in Section 13 of the Lease.

10. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, including without limitation, all subsequent owners of the Property, and all persons claiming under them. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Area and are to run with the land.

11. Notices. Any notice, request, consent, offer or demand required or permitted to be given in this Agreement, shall be in writing and be sufficiently given if delivered in person or sent by mail or email, addressed to the party to whom such notice is intended to be given at the address set forth below:

Town of Firestone
Matthew Wiederspahn, Director of Engineering & Utilities
9950 Park Avenue
Firestone, CO, 80504
303-531-6254
mwiederspahn@firestoneco.gov
townclerk@firestoneco.gov

ANTHEMNET, INC.
5151 Headquarters Drive, Suite 170
Plano, TX 75024
Email: notices@anthemnet.com
Phone: 469-447-9540

12. Governing Law; Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any actions arising from this Agreement and any amendments hereto shall rest exclusively in Weld County, Colorado.

13. Amendment; Waiver: No provision of this Agreement may be amended, waived or otherwise modified without, except by a writing executed by both Parties. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

14. Authority. Firestone warrants that it has full right and lawful authority to convey the real property interests contained in the Easement granted above. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and to bind itself, its

respective successors and assigns, and that no other contract or agreement to which it is a party prevents it from executing this Agreement or concluding the transactions described herein.

15. Entire Agreement. This Agreement and the Lease constitute the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

16. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ACCESS AND UTILITIES EASEMENT

IN WITNESS WHEREOF, the parties have executed this Utility Easement and Agreement, effective as of the date first set forth above.

GRANTOR:

**THE TOWN OF FIRESTONE,
COLORADO, a Colorado municipality**

By: _____
Don Conyac Jr., Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

Marshall Keith Martin, Town Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, as _____ of Anthemnet, Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

**ANTHEMNET, INC., a Delaware
corporation**

By:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, as _____ of Anthemnet, Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

[Legal Description of Property]

THE FOLLOWING REAL PROPERTY IN THE COUNTY OF WELD AND STATE OF COLORADO, TO WIT:

PARCEL II

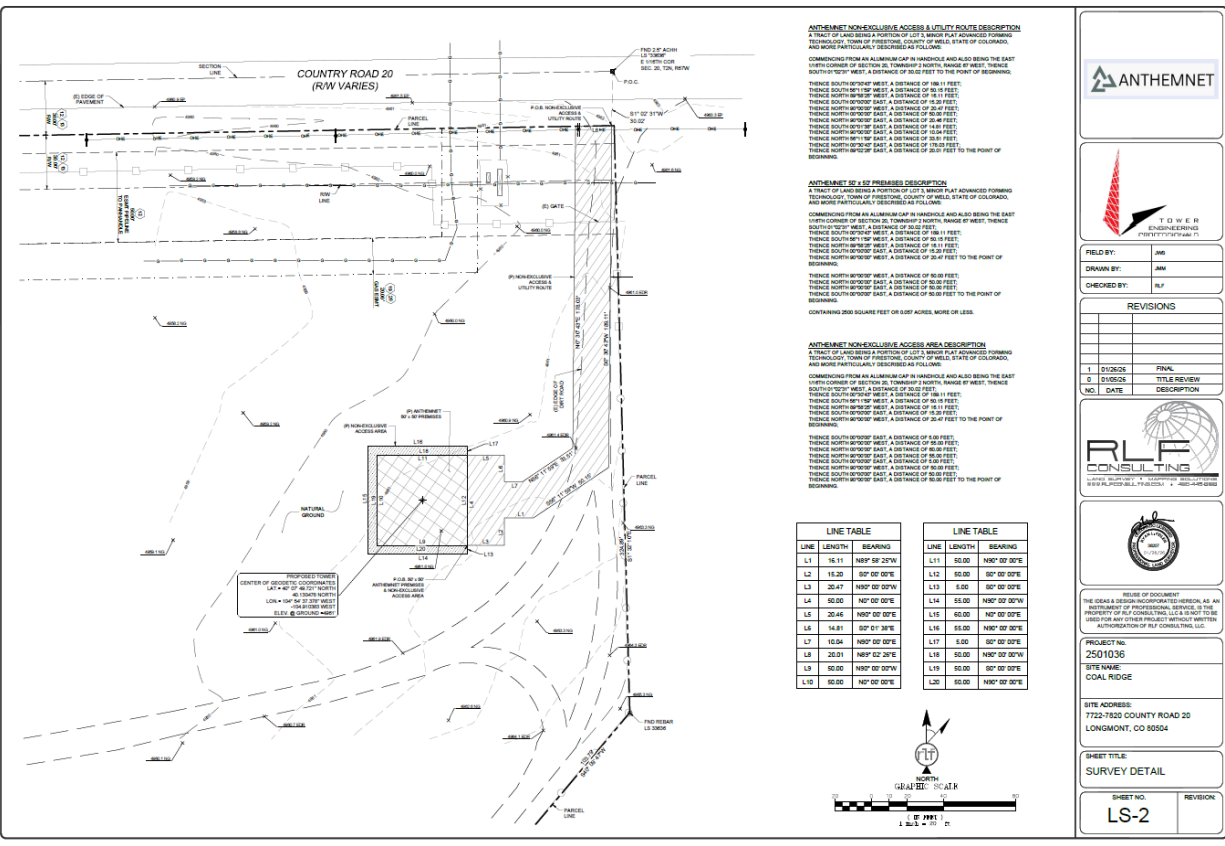
LOT 3, MINOR PLAT ADVANCED FORMING TECHNOLOGY, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

PARCEL ID #131120001003 (ACCT: R0417001)

THIS BEING A PORTION OF THE PROPERTY CONVEYED TO THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF COLORADO, FROM ADVANCED FORMING TECHNOLOGY INC., A COLORADO CORPORATION, IN A SPECIAL WARRANTY DEED DATED NOVEMBER 8, 2012 AND RECORDED NOVEMBER 27, 2012 AS

INSTRUMENT NO. 3891012.

[Description of Easement to be conveyed to the Grantee]



**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.i

Discussion/Action

Meeting Date: May 20, 2026

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 26-48: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLARING A VACANCY ON THE BOARD OF TRUSTEES FOR A TRUSTEE SEAT

RECOMMENDATION

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 formally declares a vacancy on the Town of Firestone Board of Trustees following the resignation of Trustee Lorna Morton, effective April 22, 2026.

The resolution:

- Officially acknowledges the vacancy created by Trustee Morton's resignation;
- Establishes the Board's intent to proceed with the vacancy process as required by Colorado law; and
- Serves as the formal action necessary to begin consideration of appointment or election options for filling the open Trustee seat.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26 - 48 Declaring Vacancy

RESOLUTION NO. 26-48

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, DECLARING A VACANCY ON THE BOARD
OF TRUSTEES FOR A TRUSTEE SEAT**

WHEREAS, the Town of Firestone (“Town”) Board of Trustees (“Board”) member Lorna Morton voluntarily resigned from her seat on the Town Board and elective office as a Town Board Trustee effective April 22, 2026; and

WHEREAS, in accordance with C.R.S. § 31-4-303, the Town Board must fill the vacant seat by appointment or order a special election to fill the vacant seat once a vacancy occurs; and

WHEREAS, the Town Board desires to formally declare a vacancy on the Town Board for a Trustee member seat for purposes of providing public notice of the vacancy and initiating the process to fill the vacant seat in accordance with applicable state law.

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

Section 1. The Town Board of Trustees formally declares that there is a vacancy on the Town Board for a Trustee member seat.

PASSED AND ADOPTED this 20th day of May, 2026.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.k

Discussion/Action

Meeting Date: May 20, 2026

Initiated By:

Department: Boards and Commissions

AGENDA ITEM

Discussion and direction regarding the process and next steps for filling the Board vacancy

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.1

Discussion/Action

Meeting Date: May 20, 2026

Initiated By:

Department: Administration

AGENDA ITEM

Ordinance 1078: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACKNOWLEDGING THE AUTOMATIC REVERSION OF OWNERSHIP IN AND TO CERTAIN PROPERTY PREVIOUSLY CONVEYED BY QUITCLAIM DEED TO FORMER TOWN BOARD MEMBERS PURSUANT TO ORDINANCE NO. 1061

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

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

Denial: The Board moves to deny the Ordinance.

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

SUMMARY

This ordinance formally acknowledges that ownership interests previously conveyed to former Trustees Lorna Morton and Raymond Byrd under Ordinance No. 1061 have automatically reverted to the Town of Firestone, intended to document the automatic reversion contemplated under Ordinance No. 1061 and ensure that county property and tax records accurately reflect Town ownership.

Under Ordinance No. 1061, the Town conveyed limited property interests in Parcels C and G through quitclaim deeds that created a "fee simple determinable" estate. The deeds specifically stated that ownership would continue only "so long as Grantee is an elected official of the Town of Firestone." Because this condition is no longer satisfied, the conveyed interests automatically reverted to the Town without the need for additional legal action.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

N/A

ATTACHMENTS

1. Ord 2026-1078 Quitclaim Deed Reverter

ORDINANCE NO. 1078

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACKNOWLEDGING THE AUTOMATIC REVERSION OF OWNERSHIP IN AND TO CERTAIN PROPERTY PREVIOUSLY CONVEYED BY QUITCLAIM DEED TO FORMER TOWN BOARD MEMBERS PURSUANT TO ORDINANCE NO. 1061

WHEREAS, pursuant to Sections 3 and 7 of Ordinance No. 1061, adopted on March 26, 2025 by the Town of Firestone (the “Town”) Board of Trustees (the “Town Board”), the Town conveyed to former Trustee Lorna Morton and former Trustee Raymond Byrd (each, a “Grantee”) a fee simple determinable interest in certain real property owned by the Town and identified in Ordinance No. 1061 as Parcels C and G (the “Property”), by separate quitclaim deeds recorded at Reception No. 5029776 on May 16, 2025 and Reception No. 5029782 on May 16, 2025, respectively, in the records of the Weld County Clerk and Recorder (each, a “Quitclaim Deed” and collectively, the “Quitclaim Deeds”); and

WHEREAS, as directed by Sections 3 and 7 of Ordinance No. 1061, each Quitclaim Deed created a fee simple determinable estate through the use of the following durational language: “so long as Grantee is an elected official of the Town of Firestone”; and

WHEREAS, because each Quitclaim Deed conveyed only a fee simple determinable interest in the Property, the Town Board finds that no further action by the Town is required to restore absolute fee simple title to the Property once the stated condition is no longer satisfied; rather, upon the occurrence of that condition, each Grantee’s fee simple determinable interest in the Property automatically and immediately reverts to the Town pursuant to the Town’s retained possibility of reverter; and

WHEREAS, the Town Board finds that Lorna Morton ceased to be an elected official of the Town upon her resignation from the Town Board on April 22, 2026; and

WHEREAS the Town Board further finds that Raymond Byrd ceased to be an elected official of the Town upon his removal from office following the certification of the April 21, 2026 recall election, in which a majority of the Town’s voters voted in favor of his recall, and the subsequent swearing-in of his duly elected successor, Bobby Matthews; and

WHEREAS, based upon the foregoing findings and determinations, and in furtherance of the intent and purpose of Ordinance No. 1061, the Town Board hereby acknowledges the automatic reversion to the Town of all fee title interests in and to the Property, legally described below:

PARCEL C:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP .PROPERLY MARKED & STAMPED "1952" IN A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,

WELD COUNTY, COLORADO.

THENCE N 90°00'00" E, 660.20 FEET;

THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;

THENCE S 00°36'10" E, 30.00 FEET TO A POINT;

THENCE N 90°00'00" E, 10.00 FEET TO A POINT;

THENCE N 00°36'10" W, 10.00 FEET TO A POINT;

PARCEL G:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED "1952" IN A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

THENCE N 90°00'00" E, 660.20 FEET;

THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;

THENCE S 00°36'10" E, 70.00 FEET TO A POINT;

THENCE N 90°00'00" E, 10.00 FEET TO A POINT;

THENCE N 00°36'10" W, 10.00 FEET TO A POINT;

THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION, CONTAINING 100 SQUARE FEET MORE OR LESS; and

WHEREAS, having determined that ownership of the Property has automatically reverted to the Town, the Town Board further desires to: (a) authorize written notice to each Grantee confirming the automatic reversion of their ownership interests in the Property to the Town in accordance with the terms of the applicable Quitclaim Deed; and (b) direct Town staff to record this Ordinance with the Weld County Clerk and Recorder, and to take any additional actions or file any additional documents necessary with the Weld County Assessor or any other appropriate county agency to remove the Grantees from the tax rolls associated with the Property.

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

Section 1. **Recitals Incorporated.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. **Notice.** The Mayor, Town Clerk, Town Attorney, and appropriate Town staff are hereby authorized and directed to prepare, execute, and deliver written notice to each Grantee of the automatic reversion of their ownership interest in and to the Property back to the Town in accordance with Sections 3 and 7 of Ordinance No. 1061 and each Quitclaim Deed.

Section 3. **Direction to Staff.** The Town Board hereby directs: (a) the Town Clerk and appropriate Town staff to request that the Weld County Clerk and Recorder record one (1) certified copy of this Ordinance, and to provide one or more certified copies of this Ordinance to the Weld County Assessor and any other appropriate county agency; and (b) the Mayor and Town staff, in consultation with and assistance from the Town Attorney, to prepare, execute, record, and deliver any deeds, notices, affidavits, or other documents, and to take any additional actions deemed

necessary or advisable to carry out the intent of this Ordinance and to confirm and establish the Town's absolute fee simple tile in and to the Property.

Section 4. 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 5. 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

By: _____

Don Conyac, Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.m

Discussion/Action

Meeting Date: May 20, 2026

Initiated By:

Department: Town Clerk

AGENDA ITEM

2026 Board Retreat Discussion

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

Payroll Board Report - April 2026

Pay Dates: 04/01/2026-04/30/2026

TOWN OF FIRESTONE (6207725)

Total

# of EE's - 136 / # of Statements - 272							
Pay Type	Hrs	Amt	Deductions	EE Amt	ER Amt	Taxes	Amt
BERVMNT	72.00	\$3,710.02	ACCINS	\$1,064.46		FIT	\$106,608.45
BONUSDAY	5.00	\$335.26	BASICLIFE		\$2,513.87	MEDI	\$15,183.54
CALLOUT	8.00	\$402.58	CIE	\$762.95		SIT:CO	\$41,738.00
CMPTMOFF	37.88	\$1,413.90	CIS	\$459.45		(3P) FIT	
CPS		\$300.00	Dental		\$10,977.26	(3P) MEDI	
CPTO	43.00	\$3,445.54	EQP	\$2,183.29		(3P) SIT:CO	
DOCP	40.00	\$2,332.03	FPPA	\$36,910.68	\$33,834.89	Totals:	\$163,529.99
EIB	0.90	\$48.39	FPPA457	\$2,543.71			
ELR		\$3,243.53	FPPA457Roth	\$1,300.00		MEDI	\$15,183.54
EPL	228.10	\$9,763.74	FPPADD		\$12,283.48	SUTA:CO	\$812.78
FLHOL	100.00	\$5,081.20	FSA Medical	\$3,287.54			
FTOPAY	17.00	\$914.09	FSALIMITED	\$651.68		ER Totals:	\$15,996.32
GTL		\$2,333.20	FSDEPCARE	\$4,025.00		All Totals:	\$179,526.31
HOLTMOFF	223.50	\$12,894.93	HOSPINS	\$1,244.87			
HOLWK			HSA	\$2,736.64			
JURYDUTY			HSA ER Contribut		\$4,925.00		
OCCOP	3.25	\$187.21	HSA Pre Tax Fami	\$22,563.41		Net Pay	Amt
OT	185.75	\$15,004.11	LTD		\$2,286.89	Direct Deposi	\$755,009.27
PDADL	120.00	\$7,180.18	MBHSA		\$72,329.58	Check	
PDG	27.00	\$2,321.91	MCHSA	\$10,438.88	\$76,546.92	Totals:	\$755,009.27
PDINVDOCP	28.00	\$997.36	MOAP	\$7,334.78	\$41,563.48		
PSS	20.00	\$1,500.00	MS401a	\$150.00			
PTO	2880.26	\$149,424.06	MS457B	\$250.00			
RETROPAY		\$1,338.97	MSROTH	\$100.00			
Regular	12213.50	\$524,705.91	NLLE	\$323.80			
STANDBY			NLLP	\$239.86			
Salary		\$348,950.29	PERA	\$66,525.24	\$116,788.53		
TPA			PERA - ROTH	\$2,270.57			
VOLTMOFF	8.00	\$353.46	PERA401K	\$3,640.44			
OBBBA Qualifie	182.50	\$4,936.60	PERA401KROTH	\$500.00			
Totals:	16261.14	\$1,098,181.87	PERA457	\$3,523.32			
			PERALFINS	\$62.00			
			STD		\$2,903.68		
			VOLLFINSC	\$67.20			
			VOLLFINSE	\$1,685.60			
			VOLLFINSS	\$464.04			
			Vision		\$1,890.72		
			Totals:	\$177,309.41	\$378,844.30		

Name	Total Paid
Total 120 WATER AUDIT INC:	.00
Total 24K Cleaning Services:	825.00
Total 4 RIVERS EQUIPMENT LLC:	366.46
Total ABS CONCRETE INC:	16,470.00
Total ACCESS/ADAMS DATA MANAGEMENT LLC:	503.97
Total ADAMSON POLICE PRODUCTS:	7,488.42
Total AIRGAS INC:	168.45
Total Alameda Wholesale Nursery Inc:	1,384.50
Total ALAN PLUMMER AND ASSOCIATES INC:	130,506.91
Total AMAZON CAPITAL SERVICES:	4,895.21
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN LEGION AUXILLARY POST #1985:	1,000.00
Total Amilia Technologies USA Inc:	445.43
Total AUSMUS LAW FIRM PC:	2,400.00
Total B K TIRE INC:	2,685.52
Total Barco Products LLC:	8,177.84
Total BAREFOOT RESIDENTIAL LLC:	433.40
Total BEACON COMMUNICATIONS LLC:	320.00
Total Bechtel & Santo PLLC:	79.00
Total BIGFOOT TURF FARMS INC:	.00
Total Black Hills Energy:	3,842.67
Total BOBCAT OF THE ROCKIES:	54.87
Total BUCKEY INTERNATIONAL INC:	1,157.85
Total BUFFALO BRAND SEED LLC:	17,600.00
Total CARBON VALLEY HALF MARATHON:	2,500.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	106,000.20
Total CATHOLIC HEALTH INITIATIVES COLORADO:	200.00
Total CDW LLC:	7,243.36
Total CELEGANS LABS INC:	19,357.92
Total CENTRAL WELD COUNTY WATER DISTRICT:	891.83
Total CENTRAL WELD COUNTY WATER DISTRICT-TREA:	161,811.87
Total CENTURY LINK:	571.40
Total CERTIFIED LABORATORIES:	905.85
Total CHASE PAYMENTNET:	97,331.84
Total CHECK-IT CODE CONSULTING LLC:	19,261.14
Total CHICAGO TITLE (TUFTS):	20.83
Total CINTAS FIRST AID & SAFETY:	859.20
Total CIRSA:	1,225.94
Total CIVIC PLUS INC:	314.44

Name	Total Paid
Total COLORADO MATERIALS INC:	3,374.40
Total CORE & MAIN LP:	2,137.39
Total CorKat Data Solutions LLC:	2,122.10
Total DBC IRRIGATION SUPPLY:	276.06
Total Defensive Edge Training & Consulting Inc:	300.00
Total DITESCO LLC:	4,604.50
Total ELECTION SYSTEMS & SOFTWARE:	1,073.48
Total ELECTIONLAND:	3,307.82
Total ELEVATED CLOUD SERVICES LLC:	10,395.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,106.11
Total Employment Compliance Solutions LLC:	14,008.75
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	48,931.73
Total ENVIROTECH SERVICES INC.:	23,983.21
Total FACTORY MOTOR PARTS CO:	95.31
Total FIDELITY NATIONAL TITLE-LONGMONT:	8.81
Total FIRST AMERICAN TITLE CO:	132.45
Total Fortiline Waterworks:	290.56
Total FREDERICK-FIRESTONE FIRE-FURA:	372,619.52
Total FRONTIER BUSINESS PRODUCTS:	2,364.13
Total FUZION FIELD SERVICES LLC:	2,213.44
Total G & G EQUIPMENT INC:	249.98
Total GOLF & SPORT SOLUTIONS:	854.40
Total GRAINGER:	1,170.27
Total GRAVES CONSULTING LLC:	3,200.00
Total GREEN GIRL RECYCLING SERVICES:	270.00
Total GREEN MILL SPORTSMAN'S CLUB INC:	150.00
Total GROUND ENGINEERING CONSULTANTS INC:	22,786.50
Total HARCROS CHEMICALS INC:	1,229.25
Total HARDLINE EQUIPMENT LLC:	13,942.37
Total HD SUPPLY INC:	249.23
Total High Plains Library District - FURA:	72,900.17
Total Hot Shot Supply Co:	1,094.00
Total INTERMOUNTAIN SALES OF DENVER INC:	8,423.32
Total INTERNATIONAL ASSOC FOR PROPERTY & EVIDE:	1,074.73
Total INTERSTATE BATTERY OF THE ROCKIES:	488.85
Total JK Wash Enterprises LLC:	798.00
Total Karen Beth Goldman:	1,325.00
Total Kenyon P Jordan:	500.00
Total KG CLEAN INC:	5,500.28

Name	Total Paid
Total KIMBALL MIDWEST:	305.64
Total KINSCO LLC:	227.00
Total KMML Consulting LLC:	1,513.80
Total L G EVERIST INC:	3,110.11
Total LAND TITLE - BRIGHTON:	7.99
Total LAND TITLE-DENVER-2:	224.85
Total LANGUAGELINE SOLUTIONS:	28.81
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	36,115.25
Total LEONARD RICE ENGINEERS INC:	15,416.67
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	288.50
Total LONGMONT HUMANE SOCIETY:	12,549.50
Total LYONS GADDIS:	5,000.00
Total MAC EQUIPMENT INC LONGMONT:	231.60
Total MAIN STREET MAT COMPANY INC:	770.12
Total MATRIX DESIGN GROUP INC:	1,575.00
Total MCCANDLESS TRUCK CENTER LLC:	159,452.30
Total MCGRANE WATER ENGINEERING LLC:	33,589.50
Total MEAD HIGH SCHOOL:	300.00
Total Mike Maroone Chevrolet GMC Longmont:	1,754.48
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	10,198.79
Total MUTUAL OF OMAHA INSURANCE CO:	13,750.70
Total NEIGHBORS POINT METRO DISTRICT:	82,638.03
Total NEW IPT INC:	19,250.00
Total Next Phase Engineering LLC:	420.00
Total Northern Colorado Water Cons Dist - FURA:	23,948.81
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	125,011.14
Total NP125 Metropolitan District - FURA:	86,639.46
Total ODP BUSINESS SOLUTIONS LLC:	357.75
Total O'REILLY AUTO PARTS:	949.29
Total ORKIN PEST CONTROL INC:	745.98
Total PCN Strategies Inc:	5,040.00
Total PETTY CASH - TOWN OF FIRESTONE:	150.00
Total PIONEER ATHLETICS:	1,081.02
Total Public Works Equipment:	386.84
Total PUREWATER DYNAMICS INC:	1,566.21
Total Quandary Consultants LLC:	1,105.75
Total RAMEY ENVIRONMENTAL COMPLIANCE INC:	10,621.17
Total RESTITUTION / COURT REFUNDS:	203.06

Name	Total Paid
Total Revolution Soil and Seed LLC:	100.00
Total RICHMOND AMERICAN HOMES:	147.54
Total ROAD SAFE TRAFFIC SYSTEMS:	16,810.08
Total ROCKY MOUNTAIN WILDLIFE SERVIC INC:	1,944.16
Total Sanctified Communications LLC:	231.74
Total Schedio Group LLC:	1,072.00
Total SEACHANGE PRINT INNOVATIONS:	31,134.57
Total SGR:	5,698.06
Total SGR LLC:	975.00
Total SHERWIN WILLIAMS CO:	119.33
Total Short-Elliott-Hendrickson Inc:	37,698.84
Total Spheros Environmental Group Parent Inc:	57,701.36
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	20,613.04
Total ST VRAIN LAKES METRO DISTRICT #2 - FURA:	1,130,850.02
Total St Vrain Sanitation District - FURA:	101,918.44
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	688,353.59
Total STEPHEN JONES:	1,500.00
Total STEVE BALCEROVICH:	2,500.00
Total STEWART TITLE (WSTMN):	19.05
Total SUMMIT DATA PROTECTION LLC:	22,065.00
Total Super Trees Colorado LLC:	4,845.00
Total Suter Media Relations:	2,500.00
Total TARGET SPECIALTY PRODUCTS:	4,889.62
Total THE GREENS METRO DISTRICT:	6,427.60
Total THE SPRINGS METROPOLITAN DISTRICT:	209.65
Total THE TREE FARM:	1,444.55
Total TIMBER LINE ELECTRIC & CONTROL CORP:	2,636.00
Total TIMBERLAN INC:	22,200.00
Total TOWN OF FREDERICK:	18,556.38
Total TWX Colorado LLC:	308,000.45
Total UME CUSTOM EMBROIDERY:	10.00
Total United Soccer Leagues LLC:	22,141.76
Total UNIVERSITY AUTO PARTS INC:	2,016.46
Total UTILITY NOTIFICATION CENTER OF COLORADO:	991.23
Total UTILITY REFUNDS -1:	4,422.90
Total VANCE BROTHERS LLC:	5,940.00
Total VANGUARD REAL ESTATE SOLUTIONS LLC:	165.00
Total Verizon Connect NWF INC:	1,030.07
Total VISION SERVICE PLAN - VSP:	1,903.15

Name	Total Paid
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	21,888.60
Total WELD COUNTY ACCOUNTING DEPT-FURA:	191,063.59
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,669.50
Total WELD COUNTY SHERIFFS OFFICE:	154.32
Total WESTWATER RESEARCH LLC:	10,000.00
Total Whispering Waters Irrigation District:	242.66
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	200.00
Total WICKHAM TRACTOR CO Inc:	2,806.00
Total Widner Juran LLP:	21,669.40
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,401.03
Grand Totals:	4,688,675.05

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 10.a

Executive Session

Meeting Date: May 20, 2026

Initiated By:

Department: Town Clerk

AGENDA ITEM

An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I) to determine positions, develop strategy, and instruct negotiators regarding regional intergovernmental relations.

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

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

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

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

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

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 10.b

Executive Session

Meeting Date: May 20, 2026

Initiated By:

Department: Town Clerk

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 the Town Attorney regarding the Firestone/Monarch Casino Resort Group Booking Contract as well as to determine positions, develop strategy, and instruct negotiators 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