



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

July 10, 2019
7:00 PM
151 Grant Avenue
Firestone, CO 80520

1. **Call to Order & Roll Call-Immediately Following Parks, Trails & Rec/Board of Trustees Joint Meeting**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - 5.a. Approval of June 26, 2019 BOT Regular Meeting Minutes
 - 5.b. **Resolution 19-57**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLM ASPHALT AND CONCRETE, LLC, REGARDING CONSTRUCTION OF THE WOOSTER AVENUE STREET REPLACEMENT PROJECT
 - 5.c. **Resolution 19-59**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP, INC., FOR CONSTRUCTION ENGINEERING SERVICES FOR THE WOOSTER AVENUE STREET REPLACEMENT PROJECT
6. **Public Hearing**
 - 6.a. **Resolution 19-55**: A RESOLUTION FOR ST VRAIN LAKES METROPOLITAN DISTRICT NO. 1 FOR APPROVAL OF FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 1, 3RD REPLAT
7. **Discussion/Action**

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

7.a. Ordinance 954: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTERESTS NECESSARY TO PROVIDE, OPERATE AND MAINTAIN A WATER PIPELINE FOR THE CONVEYANCE OF WATER

7.b. Appointments to the Planning Commission

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

9. Reports and Committees

9.a. Staff

9.b. Mayor

9.c. Trustees

10. Executive Session

10.a. An **Executive Session**, pursuant to C.R.S. 24-6-402(4)(e)(I), for purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators regarding the creation of a water authority.

10.b. An **Executive Session** pursuant to C.R.S.24-6-402(4)(f)(I) for a personnel matter regarding the Board of Trustees review of the Town Clerk.

11. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
June 26, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on June 26, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:28 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring (absent-excused)
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; Marty Ostholhoff, Planning Manager; Todd Bjerkass, Director of Planning; Paula Mehle, Director of FURA & Economic Development; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Rusti Roberto, Deputy Town Clerk; Tracy Case, Senior Planner; Julie Pasillas, Director of Community Resources; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mayor Bobbi Sindelar

3. APPROVAL OF AGENDA

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve the Agenda
All in Favor, **Motion carried.**

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

Motion by Trustee Heath, **second** by Mayor Pro-tem Peterson, to approve the Consent Agenda

Roll Call Vote: Trustee Conyac – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

6. PRESENTATION

a. Carbon Valley Half Marathon & 5K – Brenda Ridgley

b. 2018 Audit – Jessica Clanton, Director of Finance and Eric Barnes, Fiscal Focus Partners, LLC

7. PUBLIC HEARING Open: 8:10 pm Closed: 8:25 pm

a. Resolution 19-51: A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR FIRESTONE COMPLETE AUTO CARE

Motion by Trustee Conyac, **second** by Trustee Heath, to approve **Resolution 19-51:** A

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR FIRESTONE
COMPLETE AUTO CARE

Roll Call Vote: Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson –yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

Open: 8:38 pm **Closed:** 8:50 pm

b. Resolution 19-52: A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR
CENTENNIAL LENDING HEADQUARTERS

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve **Resolution 19-52:** A
RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR CENTENNIAL
LENDING HEADQUARTERS

Roll Call Vote: Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor
Pro-tem Peterson –yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

8. DISCUSSTION/ACTION ITEMS

a. Resolution 19-53: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN
OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND COMMUNICATION CONSTRUCTION & ENGINEERING, INC.,
REGARDING CONSTRUCTION OF THE POLICE STATION FIBER OPTIC LINE PROJECT

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve **Resolution 19-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND COMMUNICATION CONSTRUCTION & ENGINEERING, INC., REGARDING
CONSTRUCTION OF THE POLICE STATION FIBER OPTIC LINE PROJECT

Roll Call Vote: Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor
Pro-tem Peterson –yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

b. Resolution 19-54: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN
OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND INTEGRATED WATER SERVICES, INC., REGARDING DESIGN
PHASE SERVICES FOR THE ST. VRAIN WATER TREATMENT PLANT

Motion by Trustee Conyac, **second** Trustee Jimenez, to approve **Resolution 19-54:** A
RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND INTEGRATED WATER SERVICES, INC., REGARDING DESIGN PHASE SERVICES
FOR THE ST. VRAIN WATER TREATMENT PLANT

Roll Call Vote: Trustee Jimenez – yes, Mayor Pro-Tem Peterson – yes, Trustee Conyac –
yes, Trustee Sharp – yes, Trustee Heath - yes. All in Favor, **Motion carried.**

c. Ordinance 953: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, AMENDING CHAPTER 9 OF THE FIRESTONE MUNICIPAL
CODE REGARDING MARIJUANA OFFENSES

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to adopt **Ordinance 953:**
AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, AMENDING CHAPTER 9 OF THE FIRESTONE MUNICIPAL CODE
REGARDING MARIJUANA OFFENSES

Roll Call Vote: Trustee Heath – yes, Trustee Conyac – yes, Trustee Jimenez – yes,
Trustee Sharp – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried.**

9. **PUBLIC COMMENT** * (maximum time permitted for all Public Comment is 30 minutes)
None

10. **REPORTS/COMMITTEE UPDATES**

- a. Staff
- b. Mayor
- c. Trustees

11. **ADJOURNMENT**

Motion by Trustee Jimenez, **second** by Trustee Heath, to adjourn meeting at 9:28 pm. All in Favor, **Motion carried.**

Introduced and Approved this 10th day of July, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Rusti Roberto, Deputy Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b.

Consent Agenda

Meeting Date: July 10, 2019

Initiated By:

Dept: Engineering

AGENDA TITLE

Resolution 19-57: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLM ASPHALT AND CONCRETE, LLC, REGARDING CONSTRUCTION OF THE WOOSTER AVENUE STREET REPLACEMENT PROJECT

SUMMARY

Staff has completed bidding for the construction contract on the Wooster Avenue Street Replacement Project. Eight contractors attended the mandatory pre-bid meeting and 3 submitted bids.

Staff is presenting for consideration by the Board of Trustees action on Award of the construction contract to PLM Asphalt and Concrete, LLC, a geotechnical engineering services contract with Ceasare, Inc and a construction engineering contract with Colorado Civil Group.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved a design services contract for the Wooster Avenue Street Replacement on January 23, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the award of the construction contract to PLM Asphalt and Concrete, LLC for \$376,704.00 and authorize the Mayor execute the Notice of Award on behalf of the Town.

ALTERNATIVES

Board could choose to postpone or cancel the project or modify the terms of any of the agreements.

ATTACHMENTS

1. 5b - Reso 19-57 PLM Asphalt and Concrete Wooster Street Replacement Agreement
2. Project Location Map
3. Recommendation of Award of Construction Contract
4. 0668.0184.08_BID TABULATION
5. SECTION 00510 NOTICE OF AWARD

FINANCIAL CONSIDERATIONS

\$585,600.00 was included in the 2019 Budget for Historic Firestone Street Replacement design and construction. The project will be funded from the 1% Sales Tax Initiative.

RESOLUTION 19-57

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND PLM ASPHALT AND CONCRETE, LLC,
REGARDING CONSTRUCTION OF THE WOOSTER AVENUE STREET
REPLACEMENT PROJECT**

WHEREAS, the Town of Firestone is in need of construction services for its Wooster Avenue Street Replacement Project (“Project”); and

WHEREAS, PLM Asphalt and Concrete, LLC, has been selected as the Project’s lowest responsive bidder.

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

The Agreement between the Town of Firestone and PLM Asphalt and Concrete, LLC, for construction of the Wooster Avenue Street Replacement Project 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.

INTRODUCED, READ AND ADOPTED this 10th day of June, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



Grant Avenue

Wooster Avenue

Fourth Street

Third Street

Second Street

First Street



TO: Ms. Julie Pasillas, Community Resource Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer DBL
Lindsey Green, Colorado Civil Group, Inc., Town Engineer LG

DATE: June 28, 2019

SUBJECT: Wooster Avenue Waterline Replacement Project

PROJECT No.: 0668.0184.08

BUDGET GL#: 800.8000.5000.000.221

On June 27, 2019 we opened the bid for the Wooster Avenue Street Replacement Project construction. We publicly advertised the project, eight contractors attended the mandatory pre-bid meeting and three submitted bids. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares the bids and our final construction cost estimate is attached for your reference. PLM Asphalt and Concrete, LLC provided a total construction bid of \$376,704.00.

This is the first project PLM Asphalt and Concrete, LLC (PLM) has submitted a bid on in the Town. Based on references and submitted qualifications PLM has always been responsive to their projects in surrounding jurisdictions and for developers.

Based on the information provided in the bid, we recommend the Firestone Board of Trustees award the construction contract for the Wooster Avenue Street Replacement Project to PLM Asphalt and Concrete, LLC.

Below is the project budget tracking information.

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
Wooster Avenue Street Replacement	\$490,160.00	\$376,704.00	\$0.00	\$490,160.00
Materials Testing	\$14,640.00	\$9,960.00	\$0.00	\$14,640.00
Construction Engineering	\$48,800.00	\$36,200.00	\$0.00	\$48,800.00
Total Project	\$553,600.00	\$422,864.00	\$0.00	\$553,600.00



BID TABULATION

WOOSTER AVENUE STREET REPLACEMENT

E-Z Excavating				Asphalt Specialties Co, Inc				PLM Asphalt and Concrete , LLC		Engineer's Estimate	
Item No.	Description	Unit	Contract Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
REMOVAL & REPLACEMENT											
1	ASPHALT/CONCRETE SAW-CUT	LF	300	\$1.40	\$420.00	\$3.00	\$900.00	\$2.60	\$780.00	\$3.00	\$900.00
2	ASPHALT REMOVAL	SY	6,675	\$6.95	\$46,391.25	\$5.00	\$33,375.00	\$3.30	\$22,027.50	\$7.00	\$46,725.00
3	CONCRETE REMOVAL	SF	4,380	\$3.05	\$13,359.00	\$2.00	\$8,760.00	\$3.90	\$17,082.00	\$2.00	\$8,760.00
4	TEMP ASPHALT PATCH REMOVAL	SF	2,135	\$2.75	\$5,871.25	\$0.50	\$1,067.50	\$1.50	\$3,202.50	\$5.00	\$10,675.00
5	REMOVE & REPLACE EX SIGN AND POST	EA	5	\$1,647.00	\$8,235.00	\$175.00	\$875.00	\$240.00	\$1,200.00	\$110.00	\$550.00
6	LANDSCAPE REMOVAL	SF	1,190	\$3.15	\$3,748.50	\$3.25	\$3,867.50	\$5.60	\$6,664.00	\$1.00	\$1,190.00
7	REMOVE EX TREE	EA	3	\$1,117.00	\$3,351.00	\$410.00	\$1,230.00	\$350.00	\$1,050.00	\$1,100.00	\$3,300.00
	SUBTOTAL				\$81,376.00		\$50,075.00		\$52,006.00		\$72,100.00
EROSION CONTROL & EARTHWORK											
8	INLET PROTECTION	EA	2	\$461.00	\$922.00	\$630.00	\$1,260.00	\$150.00	\$300.00	\$200.00	\$400.00
9	ROCK SOCK	EA	1	\$173.00	\$173.00	\$575.00	\$575.00	\$180.00	\$180.00	\$200.00	\$200.00
10	CONCRETE WASHOUT AREA	EA	1	\$2,887.00	\$2,887.00	\$2,000.00	\$2,000.00	\$805.00	\$805.00	\$1,500.00	\$1,500.00
11	STRIP TOPSOIL (4" DEPTH)	CY	15	\$283.00	\$4,245.00	\$85.00	\$1,275.00	\$45.00	\$675.00	\$12.00	\$180.00
12	CUT	CY	345	\$15.50	\$5,347.50	\$30.00	\$10,350.00	\$15.40	\$5,313.00	\$11.00	\$3,795.00
13	FILL	CY	30	\$55.90	\$1,677.00	\$30.00	\$900.00	\$9.30	\$279.00	\$13.00	\$390.00
14	TOPSOIL REPLACEMENT (4" DEPTH)	CY	15	\$600.00	\$9,000.00	\$165.00	\$2,475.00	\$96.70	\$1,450.50	\$18.00	\$270.00
15	BLUEGRASS RESEED	AC	0.03	\$39,203.00	\$1,176.09	\$55,000.00	\$1,650.00	\$112,960.00	\$3,388.80	\$6,000.00	\$180.00
	SUBTOTAL				\$25,427.59		\$20,485.00		\$12,391.30		\$6,915.00
UTILITIES											
16	SIDEWALK CHASE	EA	2	\$4,058.00	\$8,116.00	\$7,000.00	\$14,000.00	\$5,475.00	\$10,950.00	\$2,500.00	\$5,000.00
17	ADJUST VALVE BOX	EA	9	\$313.00	\$2,817.00	\$250.00	\$2,250.00	\$460.00	\$4,140.00	\$400.00	\$3,600.00
18	ADJUST SANITARY SEWER MANHOLE LIDS	EA	8	\$497.00	\$3,976.00	\$800.00	\$6,400.00	\$345.00	\$2,760.00	\$700.00	\$5,600.00
	SUBTOTAL				\$14,909.00		\$22,650.00		\$17,850.00		\$14,200.00
ROADWAY CONSTRUCTION											
19	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	7,200	\$3.35	\$24,120.00	\$3.00	\$21,600.00	\$3.65	\$26,280.00	\$5.50	\$39,600.00
20	MATCH EX ROLL OVER CURB, GUTTER & SIDEWALK	LF	825	\$55.90	\$46,117.50	\$44.00	\$36,300.00	\$50.50	\$41,662.50	\$60.00	\$49,500.00
21	MATCH EX VERTICAL CURB, GUTTER & SIDEWALK	LF	22	\$137.00	\$3,014.00	\$87.50	\$1,925.00	\$89.60	\$1,971.20	\$75.00	\$1,650.00
22	6' CROSSPAN	EA	5	\$4,944.00	\$24,720.00	\$1,800.00	\$9,000.00	\$2,642.00	\$13,210.00	\$3,600.00	\$18,000.00
23	8' CROSS PAN	EA	1	\$5,700.00	\$5,700.00	\$3,025.00	\$3,025.00	\$3,713.00	\$3,713.00	\$4,500.00	\$4,500.00
24	CURB RETURNS WITH HANDICAP RAMP	EA	10	\$2,058.00	\$20,580.00	\$2,900.00	\$29,000.00	\$3,237.00	\$32,370.00	\$2,500.00	\$25,000.00
25	ASPHALT PAVEMENT - 5" FULL DEPTH	SYI	33,800	\$4.90	\$165,620.00	\$4.70	\$158,860.00	\$4.25	\$143,650.00	\$5.00	\$169,000.00
	SUBTOTAL				\$289,871.50		\$259,710.00		\$262,856.70		\$307,250.00
MISCELLANEOUS											
26	TRAFFIC CONTROL	LS	1	\$28,136.00	\$28,136.00	\$66,124.00	\$66,124.00	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00
27	MOBILIZATION (5%)	LS	1	\$10,364.00	\$10,364.00	\$21,000.00	\$21,000.00	\$17,600.00	\$17,600.00	\$21,581.39	\$21,581.39
	SUBTOTAL				\$38,500.00		\$87,124.00		\$31,600.00		\$46,581.39

CONSTRUCTION COST TOTAL

\$450,084.09

\$440,044.00

\$376,704.00

\$447,046.39

AVG:

\$422,277.36

% VARIANCE FROM AVERAGE BID:

6.58%

4.21%

-10.79%

SECTION 00510
NOTICE OF AWARD

Date: July 10, 2019

Project: Town of Firestone Wooster Avenue Street Replacement Project

Owner: Town of Firestone	Owner's Contract No.: 100.8000.1000.000.221
Contract: Construction Services	Engineer's Project No.: 0668.0184.10

Contract: Construction Services	Engineer's Project No.: 0668.0184.10
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Bidder: PLM Asphalt & Concrete, LLC.

Bidder's Address: 3313 Moline Street

Aurora, CO 80010

You are notified that your Bid dated June 27, 2019
for the above Contract has been considered. You are the Successful Bidder and are awarded a
Contract for the Town of Firestone Wooster Avenue Street Replacement Project.

The Contract Price of your Contract is \$ three hundred seventy six thousand seven hundred four
dollars and zero cents. (\$376,704.00)

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: July 10, 2019

Initiated By:

Dept: Engineering

AGENDA TITLE

Resolution 19-59: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP, INC., FOR CONSTRUCTION ENGINEERING SERVICES FOR THE WOOSTER AVENUE STREET REPLACEMENT PROJECT

SUMMARY

The Town requested Colorado Civil Group, Inc. to perform the construction engineering services on the Wooster Avenue Street Replacement Project due to anticipated savings from institutional knowledge of the Historic Firestone area and that the design of the project was completed by Colorado Civil Group, Inc.

Staff is presenting for consideration by the Board of Trustees action on Award of a construction engineering contract with Colorado Civil Group.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved a design services contract for the Wooster Avenue Water Street Replacement on January 23, 2019.

RECOMMENDATION

Staff recommends the Boards of Trustees approve the construction engineering services contract with Colorado Civil Group, Inc. for an amount not to \$36,200.00 and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

Board could choose to postpone or cancel the project or modify the terms of any of the agreements.

ATTACHMENTS

1. 5d - Reso 19-59 CCGI Wooster Street Replacement Agreement
2. Project Location Map
3. Recommendation of Award of Construction Contract
4. 0668.0184.10 CE CONTRACT

FINANCIAL CONSIDERATIONS

\$585,600.00 was included in the 2019 Budget for Historic Firestone Street Replacement design and construction. The project will be funded from the 1% Sales Tax Initiative.

RESOLUTION 19-59

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP, INC., FOR
CONSTRUCTION ENGINEERING SERVICES FOR THE WOOSTER
AVENUE STREET REPLACEMENT PROJECT**

WHEREAS, the Town of Firestone is in need of construction engineering services for its Wooster Avenue Street Replacement Project (“Project”); and

WHEREAS, Colorado Civil Group, Inc., has the skill and experience to perform the construction engineering services required for the Project; and

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

The Agreement between the Town of Firestone and Colorado Civil Group, Inc., for construction engineering services for the Wooster Avenue Street Replacement Project 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.

INTRODUCED, READ AND ADOPTED this 10th day of June, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



Grant Avenue

Wooster Avenue

Fourth Street

Third Street

Second Street

First Street



TO: Ms. Julie Pasillas, Community Resource Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer *DBL*
Lindsey Green, Colorado Civil Group, Inc., Town Engineer *LG*

DATE: June 28, 2019

SUBJECT: Wooster Avenue Waterline Replacement Project

PROJECT No.: 0668.0184.08

BUDGET GL#: 800.8000.5000.000.221

On June 27, 2019 we opened the bid for the Wooster Avenue Street Replacement Project construction. We publicly advertised the project, eight contractors attended the mandatory pre-bid meeting and three submitted bids. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares the bids and our final construction cost estimate is attached for your reference. PLM Asphalt and Concrete, LLC provided a total construction bid of \$376,704.00.

This is the first project PLM Asphalt and Concrete, LLC (PLM) has submitted a bid on in the Town. Based on references and submitted qualifications PLM has always been responsive to their projects in surrounding jurisdictions and for developers.

Based on the information provided in the bid, we recommend the Firestone Board of Trustees award the construction contract for the Wooster Avenue Street Replacement Project to PLM Asphalt and Concrete, LLC.

Below is the project budget tracking information.

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
Wooster Avenue Street Replacement	\$490,160.00	\$376,704.00	\$0.00	\$490,160.00
Materials Testing	\$14,640.00	\$9,960.00	\$0.00	\$14,640.00
Construction Engineering	\$48,800.00	\$36,200.00	\$0.00	\$48,800.00
Total Project	\$553,600.00	\$422,864.00	\$0.00	\$553,600.00

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
WOOSTER AVENUE STREET REPLACEMENT PROJECT
CONSTRUCTION OBSERVATION, CONTRACT ADMINISTRATION,
and CONSTRUCTION STAKING

Project No. 0668.0188.10

This is an *AGREEMENT* made between THE TOWN OF FIRESTONE, a Colorado statutory Town (TOWN) and COLORADO CIVIL GROUP, INC., a Colorado Corporation (ENGINEER).

Whereas, the TOWN desires to have certain engineering services performed by ENGINEER relative to construction engineering for the Wooster Avenue Street Replacement Project located in the Town of Firestone, Weld County, Colorado.

Whereas, the ENGINEER is duly accredited, and this *AGREEMENT* provides for said professional engineering services.

Therefore, TOWN and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services provided by ENGINEER and the payment for those services by OWNER as set forth in Sections 1 through 4 below.

SECTION 1 - Basic Services

For the purposes of this *AGREEMENT*, the Basic Services shall include construction observation and certain construction engineering tasks, as further described herein, relative to the Wooster Avenue Project, generally located along Wooster Avenue between First Street and Fourth Street (the "Project"). Observations shall be performed using the approved Contract Documents including plans and specifications and criteria, manuals and guides referenced therein. Specific tasks to be performed shall be:

1.1 Construction Observation

The ENGINEER shall provide staff to perform part-time inspection and observation of work performed by the construction contractor (the "Contractor") in association with the Project. The work to be performed by the contractor is as set forth in the construction contract documents for the Project and is sometimes herein referred to as the "Work." The Work for construction observation shall consist of waterline construction and associated work.

- 1.1.1 ENGINEER will utilize its own personnel to perform part-time observation of the performance of the Work of the Contractor.

A. ENGINEER dealings in matters pertaining to the on-site Work will in general be with Contractor keeping the TOWN advised as necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of Contractor.

B. Duties and Responsibilities:

ENGINEER will:

1. Schedules:

Review the progress schedule, schedule of Shop Drawing submittals, schedule of values and other schedules prepared by Contractor. ENGINEER will make recommendations to TOWN regularly and upon request.

2. Conferences and meetings:

Attend meetings with Contractor, such as pre-construction conferences, progress meetings and other job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawings and samples.

b. Receive samples which are furnished at the site by Contractor for ENGINEER's review, and notify ENGINEER of their availability for examination.

c. Advise Contractor of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

d. Shop drawings will be approved by ENGINEER with concurrence of TOWN.

4. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist TOWN in determining that the Work is proceeding in accordance with the Contract Documents.

b. Report to TOWN whenever ENGINEER believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise TOWN when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Verify that tests, equipment and systems start-ups and operations and maintenance training are conducted in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe record and report to TOWN appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors of other public or private agencies having jurisdiction over the Project, record in writing the results of these inspections and report to TOWN.
5. Interpretation of Contract Documents:
- Report to TOWN when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarification and interpretation of the Contract Documents as issued by ENGINEER.
6. Modifications:
- Consider and evaluate Contractor's suggestions for modification in Drawings or Specifications and report with his recommendations to TOWN. Transmit to Contractor decisions issued by ENGINEER.
7. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the *AGREEMENT*, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - b. Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 - d. Provide complete copies of all records to TOWN at completion of project and furnish individual records to TOWN upon request by TOWN or as needed.
8. Reports:
- a. Furnish TOWN periodic reports, as required of the progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

- b. Consult with TOWN in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to TOWN Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to TOWN upon the occurrence of any accident.

9. Payment Requests:

- a. Review applications for payment with Contractor and TOWN for compliance with the established procedure for their submission, noting particularly the relationship of the payment request to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- b. ENGINEER will process pay applications with cut-off date for each month falling on the last Friday of every month. ENGINEER will prepare pay applications and present recommendation to TOWN in a timely manner.
- c. ENGINEER will prepare change orders and submit to TOWN with recommendations regarding payment.
- d. ENGINEER will not be responsible for delivery of payment from TOWN to Contractor.

10. Certificates, Maintenance and Operation Manuals:

During the Course of Work verify that certifications, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to TOWN prior to final payment of the Work.

11. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, meet with TOWN, and then submit to Contractor a list of observed items requiring correction or completion.
- b. Conduct final inspection in the company of TOWN and Contractor and prepare a final list of items to be corrected or completed.
- c. Observe that all items on final list have been corrected or completed and make recommendations to TOWN concerning acceptance.

C. Limitation of Authority:

ENGINEER shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
 2. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
 3. Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
 4. Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 5. Accept Shop Drawing or sample submittals from anyone other than Contractor.
 6. Authorize TOWN to occupy the Work in whole or in part.
- 1.1.2 The ENGINEER shall provide part-time inspections of adequate detail to determine that the work generally complies with the approved construction plans, standards and criteria, and general construction practices and standards. The ENGINEER shall work with the contractors and TOWN's geotechnical consultants to ensure that all necessary tests are performed and properly reported (trench backfill and compaction, street subgrade preparation/proof rolls, asphalt placement and compaction, concrete forms/reinforcement/ placement and strength testing, welding, etc...).
- 1.1.3 ENGINEER shall render their services in accordance with generally accepted standards and practices as such standards and practices are normally exercised in the performance of professional standards of a similar nature in the Denver metropolitan area.

1.2 Contract Administration

- 1.2.1 ENGINEER will provide certain services related to management and administration of the Project including:
- A. Coordination of construction staking.
 - B. Coordination of materials testing.
 - C. Coordination with other jurisdictions.
 - D. General contract administration.
 - E. Preparation and processing of payment applications.

- F. Preparation and processing of change orders, as needed.
- G. Construction contract closeout.
- H. Requirements of Article 9 of the General Conditions of the McClure Avenue Widening Project.
- I. Provide TOWN with weekly status reports and copies of any records kept according to Section 1.1 Construction Observation upon TOWN's request.

1.3 Construction Staking and Surveying

The ENGINEER will provide construction staking in accordance with Section 01400 – Quality Control of the project manual for the McClure Avenue Extension Project. This effort shall include:

- 1. Saw Cuts: Alignment nails/marks for saw cuts at ends and angle pints and at approximate 50-foot intervals in between (if needed).
- 2. Curb and Gutter Grade Stakes: Grade and alignment stakes on offset at 25-foot intervals including, ends, angle points, and PC's.
- 3. Concrete Curb Return Stakes: Grade and alignment stakes on offset at PC's, PT's, and midpoint of each curb return.
- 4. Concrete Cross-Pans: Grade and alignment stakes will be set at each end and midpoint of each cross-pan.
- 5. Sidewalk Chase Stakes: Grade and alignment stakes on offset at each end of each chase.
- 6. Bluetops: Bluetops to finished subgrade at 50-foot intervals along centerline including beginning, ending and midpoint of vertical curves.
- 7. Traffic Signs: Stakes shall be set at the location of all traffic sign for installation. Stakes shall not be offset or graded.
- 8. Horizontal & Vertical Control: Two benchmarks will be set on site for Contractor's use.
- 9. As-built survey of completed improvements.

1.4 Stakeout

The ENGINEER shall prepare all of the construction stakeout necessary to accomplish the surveying described in 1.3 above.

SECTION 2 - Additional Services

Services not contemplated in Section 1 may be required of ENGINEER from time to time by the Board of Trustees or the Board's designee. If such work is to be performed as typical duties of the Town Engineer, as determined by the TOWN and the ENGINEER, a change order to the *AGREEMENT* will be prepared and presented to the TOWN prior to initiation of said work. Descriptions of additional services, compensation, and period-of-services adjustments will be presented in the change order, prior to starting any additional services. In addition, it is anticipated that the ENGINEER will be requested to prepare engineering designs, studies, and/or surveys that exceed either the scope or the estimated costs described in Section 1.1. Under those circumstances, if requested by the TOWN, the ENGINEER and the TOWN will enter into a separate Agreement to better define the scope, schedule, and fees of that specific project.

Specific services not included in this *AGREEMENT* include, but are not limited to:

- 2.1 Building inspection services, including foundation, electrical, plumbing/heating inspections, or any other duties assigned to the TOWN building inspector or building official.
- 2.2 Geotechnical or materials testing.
- 2.3 Easement negotiations.
- 2.4 Enforcement of County, State, or Federal regulations pertaining to construction site safety, pollution, hazard mitigation, endangered or threatened species, etc....

SECTION 3 - Period of Service; Service Nonexclusive

The Period of Service for this work shall commence upon the signing of this *AGREEMENT* by the TOWN and shall end at the pleasure and convenience of the TOWN Board of Trustees, as stipulated in Section 6.1.2. Work shall progress in a timely manner to support the schedules established by the TOWN and ENGINEER. The TOWN may employ, at its expense and outside the terms of this *AGREEMENT*, other engineers that the TOWN Board of Trustees determines to be necessary.

SECTION 4 - Compensation

4.1 Methods of Payment for Services and Expenses of Engineer

- 4.1.1 Services provided under Section 1 – Basic Services, will be based on hourly rates plus expenses according to the ENGINEER's current and approved Schedule of Fees (Exhibit A), estimated not to exceed \$36,200.00.
- 4.1.2 Services authorized and provided under Section 2 - Additional Services, will be based on hourly rates plus expenses according to the ENGINEER'S then current Schedule of Fees (Exhibit A).
- 4.1.3 The parties may revise the Schedule of Fees set forth on Exhibit A at any time during this *AGREEMENT*. Any such revised Schedule shall become effective upon

approval and execution by the parties, with a copy of such revised Schedule to be attached to this *AGREEMENT* as a revised Exhibit A.

4.2 Times of Payments

The ENGINEER shall submit monthly invoices for work actually completed and costs incurred at the time of billing.

4.3 Other Provisions Concerning Payments

4.3.1 If TOWN fails to make any payment due ENGINEER for services and expenses within forty-five days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1½% per month from said forty fifth day, and in addition, ENGINEER may, after giving seven days' written notice to TOWN, suspend services under this *AGREEMENT* until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

4.3.2 In the event of termination by TOWN under paragraph 6.1.2 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by the TOWN during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates based on the current Schedule of Fees for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly in work for the TOWN. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates, consultants and subcontractors employed by ENGINEER and authorized by the TOWN to render Basic Services through ENGINEER and for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination.

4.3.3 It is understood and agreed that the TOWN, and not any landowner subject to a reimbursement agreement with the TOWN, is responsible for all payments under this *AGREEMENT*.

SECTION 5 - TOWN's Responsibilities

TOWN shall do the following in a timely manner so as not to delay the services of ENGINEER:

5.1 As appropriate, designate responsible representatives to provide direction to the ENGINEER with respect to services provided pursuant to this *AGREEMENT*. The TOWN Board of Trustees or its delegatee shall transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to ENGINEER's services provided pursuant to this *AGREEMENT*.

5.2 Provide all criteria and full information as to TOWN's requirements as necessary for performance of ENGINEER's services, including, with respect to TOWN projects, design or project objectives and constraints, space capacity and performance requirements, flexibility and expendability, and any budgetary limitations.

- 5.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to TOWN projects.
- 5.4 Unless otherwise agreed by the TOWN and ENGINEER, the TOWN shall be responsible for negotiating and acquiring all required properties and/or easements necessary for any TOWN projects.

SECTION 6 - General Considerations

6.1 Termination

- 6.1.1 The obligation to provide further services under this *AGREEMENT* may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon receipt of the written notice to terminate the defaulting party shall have ten days to cure the default to the satisfaction of the terminating party.
- 6.1.2 Termination for convenience: The TOWN Board of Trustees shall, at its sole option and absolute discretion, have the right to terminate this *AGREEMENT* and remove ENGINEER from the position of TOWN ENGINEER for any reason whatsoever by providing ENGINEER with a written notice to terminate to be effective upon five (5) days after notifying ENGINEER by registered mail, return receipt requested. ENGINEER hereby waives any rights to a charge in writing or an opportunity to be heard prior to removal.
- 6.1.3 At the time of any termination, ENGINEER shall promptly deliver to the TOWN or its designee all documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*. The delivery of such materials shall be without further charge or expense to the TOWN other than Termination expenses.

6.2 Reuse of Documents

All documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*, are documents and property of the TOWN. The TOWN acknowledges that documents provided by ENGINEER for specific projects are not intended or represented to be suitable for reuse by TOWN or others on extensions of such projects or on any other projects; any such reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at the TOWN's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation requested by the TOWN will entitle ENGINEER to further compensation at rates to be agreed upon by TOWN and ENGINEER.

6.3 Insurance and Indemnification

- 6.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The workers' compensation insurance carried by ENGINEER shall be in accordance with statutory law and include employers' liability insurance with a limit of not less than \$100,000 per accident, \$500,000 disease, policy limit and \$100,000 disease limit each employee. The general liability insurance carried by ENGINEER shall have minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate, shall include the TOWN as additional insured, with primary coverage as respects the TOWN, and shall contain a severability of interests' provision. ENGINEER shall also procure and maintain professional liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. All required insurances shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by ENGINEER pursuant to this *AGREEMENT*. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the ENGINEER to maintain such continuous coverage. Certificates of insurance evidencing such coverages shall be provided to the TOWN upon request.
- 6.3.2 ENGINEER shall also procure and maintain continuously comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$150,000 per person in any one occurrence and \$500,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per claim, with respect to each of ENGINEER's, hired or non-owned vehicles assigned to or used in performance of the services under this *AGREEMENT*. The policy shall include the TOWN as additional insured with primary coverage as respects the TOWN and shall contain a severability of interests' provision.
- 6.3.3 ENGINEER shall indemnify and hold the TOWN harmless against (1) claims by any employee of ENGINEER for compensation, fringe benefits of any kind whatsoever (including without limitation, pension rights or payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave or sick pay), or indemnification for tort claim damages or similar claims for damages (e.g. Section 1983 claims); and (2) claims by any other party for injury, loss or damage which arise out of or are connected with the services hereunder, if such injury, loss or damages is caused by the negligent, unlawful, or willful and wanton act or omission on the part of any ENGINEER employee acting pursuant to this *AGREEMENT*.
- 6.3.4 The ENGINEER or its employees shall not be deemed to assume any liability for intentional or negligent acts or omissions of the TOWN or any officer, agent, or employee thereof. The TOWN shall be responsible for such acts or omissions in the manner and to the extent provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq. (CGIA).

6.3.5 The parties hereto understand and agree that the TOWN is relying on, and does not waive or intend to waive by any provision of this *AGREEMENT*, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the CGIA, as from time to time amended, or otherwise available to the TOWN, its officers, or its employees.

6.4 Limitation of Liability

TOWN, in consideration of the fees negotiated hereunder, specifically agrees to limit the liability of ENGINEER and its officers, directors, shareholders, partners, agents and employees for all damages of any kind or nature associated with errors or omissions of the ENGINEER for services rendered under this *AGREEMENT*, to the sum of \$1,000,000.00 annual aggregate.

6.5 Controlling Law

This *AGREEMENT* is to be governed by the law of the State of Colorado.

6.6 Successors and Assigns

6.6.1 TOWN and ENGINEER each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of TOWN and ENGINEER are hereby bound to the other party to this *AGREEMENT* and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this *AGREEMENT*.

6.6.2 Neither TOWN nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this *AGREEMENT* without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this *AGREEMENT*. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, consultants and subcontractors as ENGINEER may deem appropriate to assist in the performance of services hereunder; provided, however, that proposed use of any such associates, consultants and independent contractors, and the costs and fees for the services thereof, shall be subject to the prior written approval of the TOWN, which may be granted or withheld by the TOWN in its sole discretion. ENGINEER shall cause any associate, consultant or subcontractor providing services hereunder to procure and maintain those insurance coverages required by Section 6.3 above.

6.6.3 Nothing under this *AGREEMENT* shall be construed to give any rights or benefits in this *AGREEMENT* to anyone other than TOWN and ENGINEER, and all duties and responsibilities undertaken pursuant to this *AGREEMENT* will be for the sole and exclusive benefit of TOWN and ENGINEER and not for the benefit of any other party.

6.7 Enforcement

In the event that suit is brought upon this *AGREEMENT* to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

6.8 Quality of Work

ENGINEER'S professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

6.9 Inspection

The TOWN and its duly authorized representatives shall have access to any books, documents, papers, and records of the ENGINEER and its subcontractors that are related to this *AGREEMENT* for the purpose of making audit, examination, excerpts, and transcriptions.

6.10 Compliance with laws; Work by Illegal Aliens Prohibited

- 6.10.1 ENGINEER shall be solely responsible for compliance with all applicable federal, state, and local laws concerning its performance of services under this *AGREEMENT*; for payment of all applicable taxes; and obtaining and keeping in force all applicable licenses and certificates.
- 6.10.2 Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of ENGINEER's Pre-Contract Certification which ENGINEER has executed and delivered to the TOWN prior to ENGINEER's execution of this *AGREEMENT*.

SECTION 7 - EXTENT OF AGREEMENT

This *AGREEMENT* (consisting of pages 1 to 13, inclusive), and the attached Exhibits A and B, constitute the entire *AGREEMENT* between TOWN and ENGINEER and supersede all prior written or oral understandings. This *AGREEMENT* and said Exhibits may only be amended, supplemented, modified, or canceled by duly executed written instrument.

In witness whereof, the parties hereto have made and executed this *AGREEMENT* as of the day and year signed by the TOWN.

TOWN OF FIRESTONE
(TOWN)

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

COLORADO CIVIL GROUP, INC.
(ENGINEER)

By: _____
David B. Lindsay, President

Attest: _____

Date: _____

Exhibit A
2019 Summary of Fees

ENGINEERS (\$/hr)

Senior Project Engineer	\$105 - \$127
Project Engineer	\$95 - \$120
Design Engineer	\$85 - \$115

CONSTRUCTION INSPECTION (\$/hr)

Senior Inspector	\$80 - \$100
Inspector	\$65 - \$85

DESIGNER/CAD TECH (\$/hr)

Senior Designer/Tech	\$75 - \$100
Designer/CAD Tech	\$50 - \$80

ADMINISTRATION/SUPPORT SERVICES (\$/hr)

Secretarial/Clerical	\$35 - \$50
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REIMBURSABLES

Mileage	\$0.50/mi.
Copies (standard in-house)	Labor Rate
Copies (standard out-sourced)	Cost + 5%
Copies (24x36 in-house)	Labor Rate
Copies (24x36 out-sourced)	Cost + 5%
Miscellaneous Expenses	Cost + 5%
Sub-Consultants	Cost + 5%

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Colorado Civil Group, Inc. (ENGINEER) shall not knowingly employ or contract with an illegal alien to perform work under this contract. ENGINEER shall not enter into a contract with a subcontractor that fails to certify to the ENGINEER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

ENGINEER has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that ENGINEER does not employ any illegal aliens and, if ENGINEER is not accepted into the Program prior to entering into this contract, that ENGINEER shall apply to participate in the Program every three months until ENGINEER is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. ENGINEER is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If ENGINEER obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, ENGINEER shall:

- a. Notify the subcontractor and the TOWN within three days that the ENGINEER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the ENGINEER shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

ENGINEER shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If ENGINEER violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the TOWN may terminate the contract for breach of contract. If the contract is so terminated, the ENGINEER shall be liable for actual and consequential damages to the TOWN.

**Town of Firestone
Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

The proposer of public services to the Town of Firestone identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this _____ day of _____, 20____.

Proposer:
Colorado Civil Group, Inc.

By:_____

Title: President



Staff Report

Barefoot Lakes Filing No. 1, 3rd Replat

Final Plat and Final Development Plan

**Prepared by the
Town of Firestone for the
Board of Trustees**

July 10, 2019

Applications

This staff report is for the Barefoot Lakes Filing No. 1, 3rd Replat, Final Plat ("Final Plat") and Final Development Plan ("FDP"). The applicant for the Final Plat and FDP is St. Vrain Lakes Metropolitan District No. 1.

Notice

Pursuant to the Town of Firestone Municipal Code ("Code") and Town of Firestone Development Regulations ("Regulations"), proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The approximate location of the Final Plat and FDP is south and west of the intersection of Eagle River Road and St. Vrain Road. The Final Plat and FDP are the final steps in the Firestone Development Review process prior to the building permit process.

Site Analysis

The Final Plat and FDP are zoned as a residential planned unit development (R-A / R-B PUD) and is approximately 9.575 acres in size. The proposed development is a replat of Tracts N, T and U of Barefoot Lakes Filing No. 1. These tracts were part of an oil and gas operations area that included nine wells and associated production facilities. The wells have been plugged and abandoned in accordance with Colorado Oil and Gas Conversation Commission regulations. Associated facilities, including pipelines have been removed from the area subject to this replat to accommodate the development.

Parking is consistent with other similar developments in Firestone. Pedestrian access is available via detached sidewalks along the proposed cul-de-sac, consistent with previous filings.

Plan Analysis

The Final Plat and FDP propose 16 single family residential lots for detached homes. Five lots are added along Eagle River Road, while the remaining 11 lots are being added through a new cul-de-sac off of St. Vrain Road. The project will be consistent with adjacent development and will complement the overall Barefoot Lakes development. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The maximum building height for the proposed residential buildings is 35 feet which is in accordance with Firestone development standards.

Fiscal Impacts

The Final Plat and FDP will provide more rooftops for the community of Firestone and promote the livability and walkability of the Town of Firestone within an area zoned for residential use. The proximity of these homes to I-25 and Colorado Boulevard are ideal for homeowners to shop and commute in the Town of Firestone. The increase of residential options in this area will lead to increased property tax revenues for the Town.

Utility and Services

Public infrastructure and utilities are generally available or will be extended to the property by the developer at the time of the development.

Planning and Zoning Commission and Board of Trustees Conditions and Standards for Approval

For your general reference, attached are the conditions and standards of approval for a PUD district that are stated in the Firestone Development Regulations.

Conditions and Standards for Approval

The Planning Commission and the Town Board of Trustees may approve a PUD application if it meets the intent of these Regulations and complies with the Town Code and other controlling regulations and documents, including the development standards specified herein. The Planning Commission and Town Board shall consider the following in making their decision for approval, approval with conditions, or denial of a PUD:

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;
- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system such that allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;

- K. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting;
- L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
- M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
- N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
- O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
- P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
- Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
- R. Compliance with the provisions of any applicable intergovernmental agreements;
- S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
- T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
- U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable energy technologies;
- V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
- W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of "knowledge workers" and will facilitate telecommuting.

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or
- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or

- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting, with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or
 - D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.
-

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 19-55, a resolution approving the application with conditions.

RESOLUTION 19-55

A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 1, 3RD REPLAT.

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final plat and final development plan for Barefoot Lakes Filing No. 1, 3rd Replat; and

WHEREAS, all materials related to the application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds the proposed final plat should be approved, subject to certain conditions

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

Section 1. The Board of Trustees hereby approves the proposed Final Plat and Final Development Plan for Barefoot Lakes Filing No. 1, 3rd Replat, subject to the conditions set forth on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 10th day of July, 2019.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Barefoot Lakes Filing No. 1, 3rd Replat
Final Plat and Final Development Plan
Conditions of Approval

1. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Execute a subdivision agreement, in a form to be approved by the Town Attorney.
3. The plugged and abandoned wells identified on Tract A shall be surveyed and tied to the coordinate grid on the final plat and final development plan.
4. Technical corrections to the Barefoot Lakes Filing No. 1, 3rd Replat final plat and final development plan shall be made to the Town's satisfaction.

BAREFOOT LAKES FILING NO. 1 FINAL PLAT, THIRD REPLAT

A REPLAT OF TRACTS N, T, AND U BAREFOOT LAKES FILING NO. 1 , WITHIN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 3

CERTIFICATION OF DEDICATION, OWNERSHIP AND MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS DISTRICT NO. 1, BEING THE SOLE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

TRACTS N, T, AND U, BAREFOOT LAKES FILING NO. 1, AS RECORDED ON 9/24/2015 UNDER RECEPTION NO. 4145010, WELD COUNTY PUBLIC RECORDS, LYING IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 9.575 ACRES (417,101 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 1, THIRD REPLAT**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES (AND OTHER PUBLIC PLACES, TRACTS/OUTLOTS) AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAYS CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR CENTURY LINK, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR CENTURY LINK AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNER:

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 20____

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

BY _____ AS _____ OF _____.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

ST. VRAIN SANITATION DISTRICT ACCEPTANCE CERTIFICATE

THE DEDICATION OF THE SEWER EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE ST. VRAIN SANITATION DISTRICT

ST. VRAIN SANITATION DISTRICT

BY: _____
PRESIDENT

STATE OF COLORADO }
COUNTY OF _____ } SS.

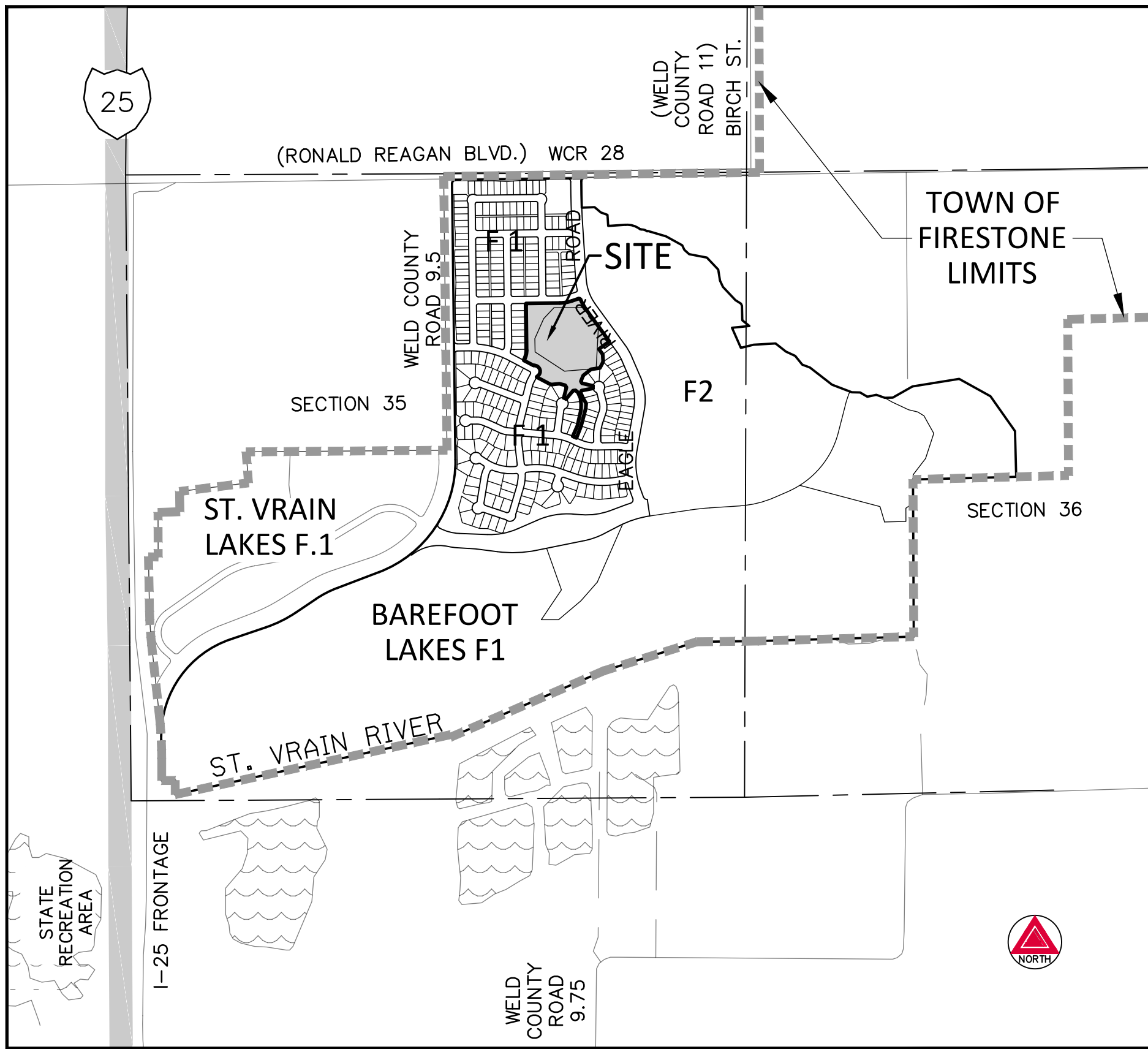
ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 201____.

BY _____ AS _____
OF ST. VRAIN SANITATION DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC _____.



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES

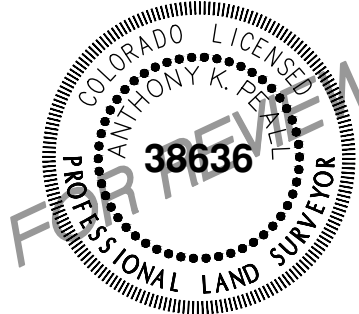
- NOTICE:** ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°16'34" EAST, 2655.85 FEET AND MONUMENTED AS SHOWN HEREON.
- TITLE COMMITMENT:** LAND TITLE GUARANTEE COMPANY PROPERTY INFORMATION BINDER ORDER NUMBER PIB25162345.954084, DATED DECEMBER 17, 2018 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- FLOODPLAIN:** THE SUBJECT PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1890E, PANEL 1890 OF 2250, WITH A REVISED DATE OF JANUARY 20, 2016.
- THE PLATTED PROPERTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING:
 - USE BY SPECIAL REVIEW #1653 RECORDED 11/25/2009 AT RECEPTION NO. 3661820
 - SURFACE USE AGREEMENT RECORDED 08/15/2013 AT RECEPTION NO. 3956309
 - MINOR AMENDMENT, SPECIAL USE REVIEW #MUSR 13-0022 RECORDED 06/12/2014 AT RECEPTION NO. 4023035
 - AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF RIGHT-OF-WAY EASEMENT RECORDED 02/09/2015 AT RECEPTION NO. 4081971.
- A BLANKET DRAINAGE EASEMENT ACROSS THE ENTIRETY OF TRACTS A AND B, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE TOWN OF FIRESTONE.
- A BLANKET OIL AND GAS PIPELINE RIGHT-OF-WAY DESCRIBED IN THAT RIGHT OF WAY CONVEYANCE RECORDED IN BOOK 1199 AT PAGE 425 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE LOCATED ACROSS THE WEST HALF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
- A ONE FOOT (1-FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, IS FOR THE PERPETUAL CONVEYANCE OF STORM DRAINAGE.

SHEET INDEX

SHEET 1 - DEDICATION, APPROVALS, SUBDIVISION DATA, VICINITY MAP, LEGAL DESCRIPTION, GENERAL NOTES
SHEET 2 - OVERALL BOUNDARY
SHEET 3 - LOT DETAILS

SURVEYING CERTIFICATE

I, ANTHONY K. PEALL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND THE TOWN OF FIRESTONE.



BY: ANTHONY K. PEALL, L.S. NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 1, THIRD REPLAT** WAS APPROVED ON THIS ____ DAY OF _____, 201____, BY RESOLUTION NO. _____, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST: TOWN CLERK _____

OWNER:

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6605
CONTACT: SHANNON ROBBINS
SHANNON.ROBBINS@BROOKFIELDRP.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-327-7483
CONTACT: TONY PEALL, PLS
TPEALL@AZTECCONSULTANTS.COM

ENGINEER:

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: FRED TAFOYA, P.E.
FTAFOYA@REDLAND.COM

DEVELOPER:

BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-706-9451
CONTACT: SHANNON ROBBINS
SHANNON.ROBBINS@BROOKFIELDRP.COM

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	1, 3RD REPLAT
Phase Number	N/A
Preparation Date	12-28-2018
Revision Date	5-29-2019
Revision Date	

COVER PAGE ~ SHEET 1 of 3



AzTec Proj. No.: 54818-44

Drawn By: RBA

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

DEVELOPER
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 688-6868

DATE OF PREPARATION:

11-27-2018

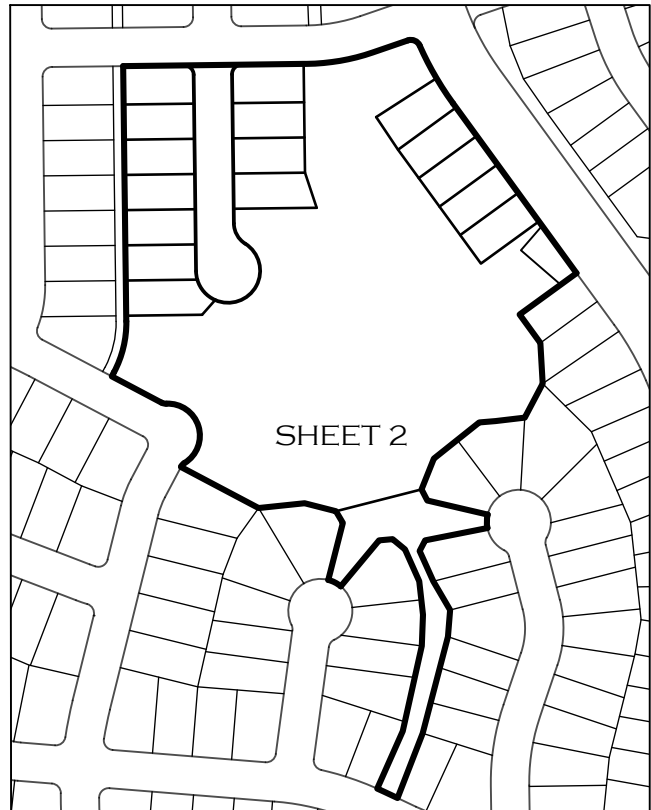
SCALE:

N/A

SHEET 1 OF 3

BAREFOOT LAKES FILING NO. 1
FINAL PLAT, THIRD REPLAT

A REPLAT OF TRACTS N, T, AND U BAREFOOT LAKES FILING NO. 1 , WITHIN
THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE
COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 3



KEY MAP
SCALE = 1" = 300'

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	9.575 ACRES
GROSS DENSITY	1.67 DU / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	16
NUMBER OF NON-SINGLE FAMILY DETACHED RESIDENTIAL LOTS	0
NUMBER OF TRACTS	2
AREA OF NON-SINGLE FAMILY DETACHED RESIDENTIAL LOTS	0 ACRES
AREA OF TRACTS	6.699 ACRES
AREA OF STREET RIGHT-OF-WAY	0.571 ACRES
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	2.305 ACRES
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS)	6.94 DU / ACRE
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	6,276 SQUARE FEET

TRACT USE SUMMARY TABLE					
TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
A	262,933	6.036	OPEN SPACE	SVLMD	SVLMD
B	28,867	0.663	OPEN SPACE	SVLMD	SVLMD
TOTAL	291,800	6.699			

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND SECTION CORNER AS SHOWN HEREON
- DRAINAGE EASEMENT PER BAREFOOT LAKES FILING NO. 1 PLAT RECORDED UNDER RECEPTION NO. 4145010 HEREBY ABANDONED BY THIS PLAT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°05'40"E	58.08'
L2	S53°57'33"W	110.00'
L3	S36°02'27"E	55.00'
L4	S03°20'21"E	63.58'
L5	S27°49'03"W	60.02'
L6	S83°18'50"W	45.94'
L7	S85°12'11"W	25.55'
L8	S51°23'47"W	90.71'
L9	S21°54'36"W	51.79'
L10	S27°28'34"E	19.53'
L11	S76°51'44"E	96.89'
L12	S78°49'59"W	99.21'
L13	S27°19'45"W	18.67'
L14	S24°10'29"E	51.98'
L15	S30°19'54"E	52.00'
L16	S04°35'52"W	41.78'
L17	S14°40'50"W	156.02'
L18	S21°11'26"W	108.51'

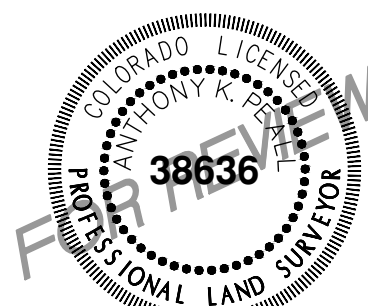
LINE TABLE		
LINE	BEARING	LENGTH
L19	N64°40'11"W	22.93'
L20	N23°53'36"E	98.14'
L21	N12°38'27"E	136.35'
L22	N02°07'51"E	48.88'
L23	N06°20'04"W	52.60'
L24	N24°10'29"W	54.54'
L25	N50°12'51"W	25.08'
L26	S84°47'09"W	21.21'
L27	S39°47'09"W	93.54'
L28	N14°22'03"E	92.01'
L29	N30°37'57"W	21.21'
L30	N75°37'57"W	50.58'
L31	S84°00'25"W	72.24'
L32	N62°08'46"W	137.17'
L33	N27°51'14"E	0.70'
L34	N62°08'46"W	87.78'
L35	N27°51'14"E	7.36'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	18°12'18"	330.00'	104.85'	N80°11'49"E	104.41
C2	84°56'16"	15.00'	22.24'	N66°26'12"W	20.26
C3	12°04'23"	495.00'	104.30'	S30°00'15"E	104.11
C4	24°18'18"	50.00'	21.21'	S00°59'08"W	21.05
C5	1°26'13"	480.00'	12.04'	N65°23'17"W	12.04
C6	25°25'05"	50.00'	22.18'	N62°55'24"W	22.00
C7	30°28'44"	15.00'	7.98'	S43°05'36"W	7.89
C8	150°57'29"	50.00'	131.74'	N17°08'46"W	96.81
C9	30°28'44"	15.00'	7.98'	S77°23'08"E	7.89
C10	28°33'16"	166.00'	82.73'	N13°34'36"E	81.88

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	1, 3RD REPLAT
Phase Number	N/A
Preparation Date	12-28-2018
Revision Date	5-29-2019
Revision Date	
Revision Date	

OVERALL PAGE ~ SHEET 2 of 3



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



AzTec Proj. No.: 54818-44

Drawn By: RBA

DEVELOPER
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 688-6868

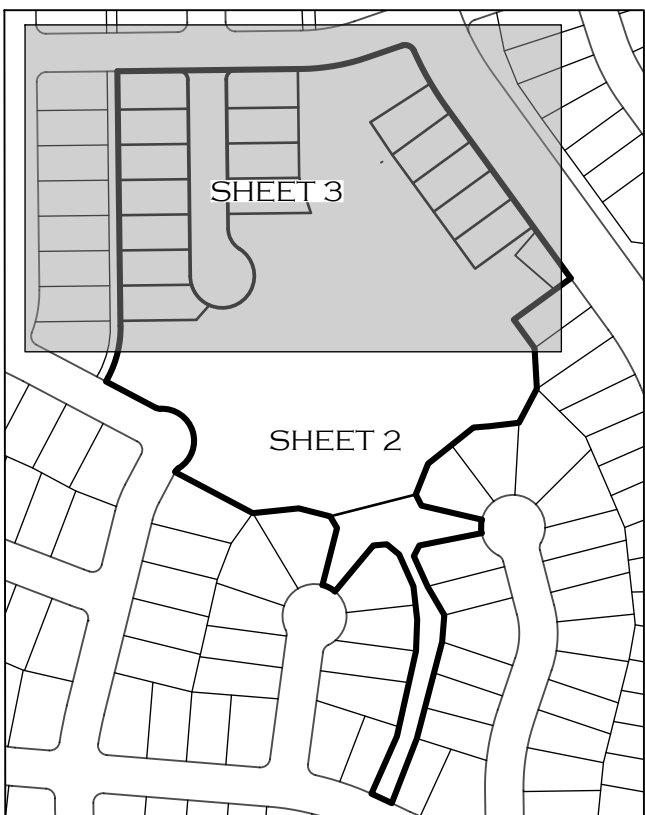
DATE OF PREPARATION: 11-27-2018

SCALE: 1" = 60'

SHEET 2 OF 3

BAREFOOT LAKES FILING NO. 1 FINAL PLAT, THIRD REPLAT

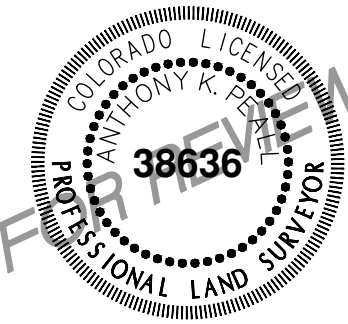
A REPLAT OF TRACTS N, T, AND U BAREFOOT LAKES FILING NO. 1 , WITHIN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 3 OF 3



KEY MAP
SCALE = 1" = 300'

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- U.E. = UTILITY EASEMENT, (GAS, ELECTRIC, TELEPHONE, CABLE)



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
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LOT DETAIL PAGE ~ SHEET 3 of 3



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www.aztecconsultants.com

AzTec Proj. No.: 54818-44

Drawn By: RBA

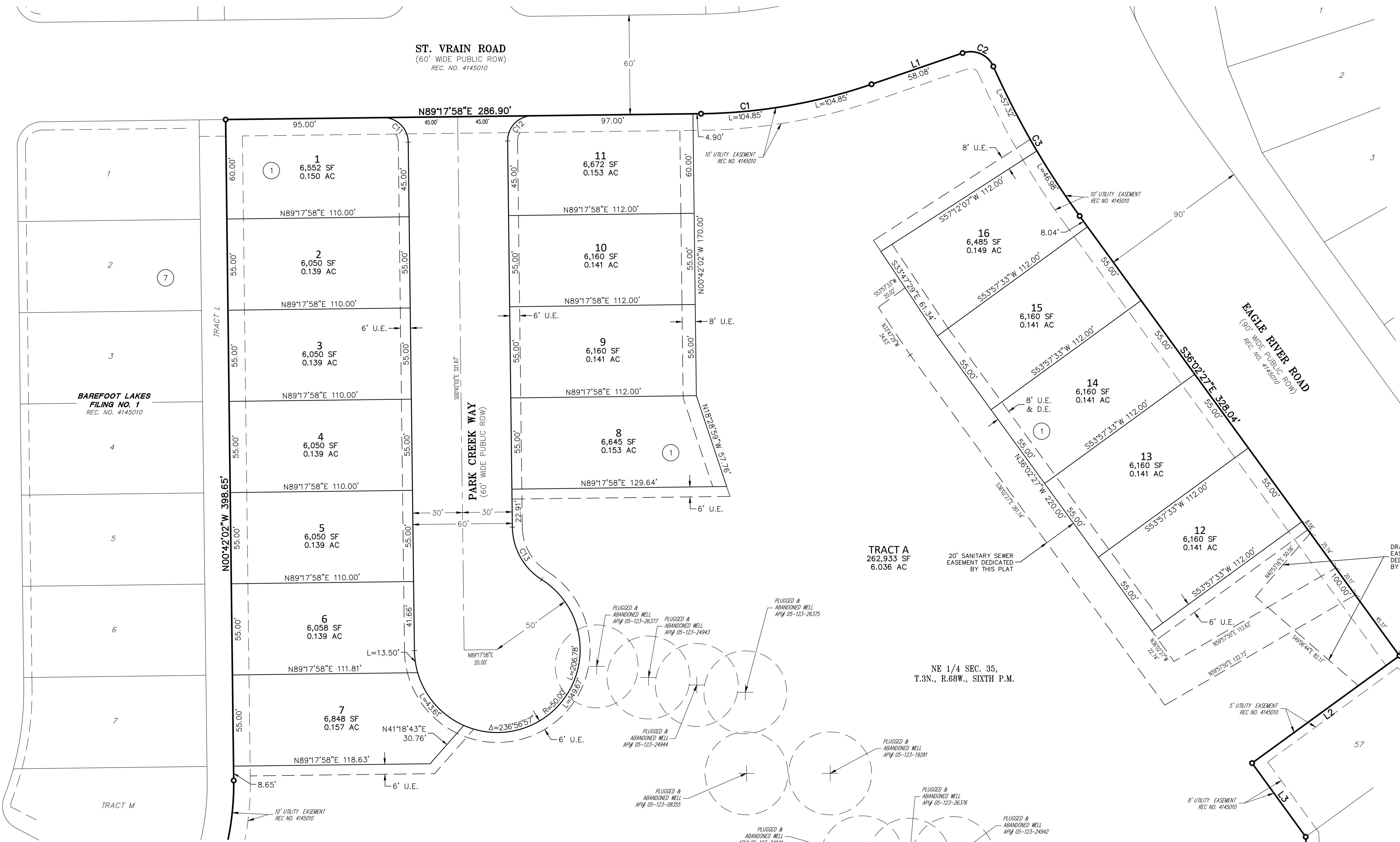
DEVELOPER BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 688-6868

DATE OF PREPARATION: 11-27-2018

SCALE: 1" = 30'

SHEET 3 OF 3



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	18°12'18"	330.00'	104.85'	N80°11'49"E	104.41
C2	84°56'16"	15.00'	22.24'	N66°26'12"W	20.26
C3	12°04'23"	495.00'	104.30'	S30°00'15"E	104.11
C11	90°00'00"	15.00'	23.56'	N45°42'02"W	21.21
C12	90°00'00"	15.00'	23.56'	S44°17'58"W	21.21
C13	56°56'39"	38.00'	37.77'	S29°10'21"E	36.23

LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°05'40"E	58.08'
L2	S53°57'33"W	110.00'
L3	S36°02'27"E	55.00'

SEE SHEET 2

(OIL AND GAS OPERATIONS)

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Carma 41-35

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Carma 41-35 well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185740, Longitude -104.966550. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Carma 41-35 | API 05-123-26375-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349





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PLUG AND ABANDON WELL REPORT | CARMA 41-35

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Carma

Well Number: 41-35

API Number: 05-123-26375-00

Location: Qtr/Qtr: SWNE

Latitude 40.185740, Longitude -104.966550

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Carma 41-35 and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12326375>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401505228 Date Received 01/06/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

This form is a notice stating that plugging operations started on 05/07/2018.

Form 17 – Bradenhead Test Report, Document 401508525 Date of Test 01/02/2018

This form states that before plugging the well, “Surface casing produced no fluids. Extra 30 min ended with a whisper. Surface casing shut in for 15 min ended with 0 PSI. Well and master shut in”.

Form 6 – Well Abandonment Report, Document No. 401714810 Date Received 07/25/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 06/28/2018. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 12/20/2018.

Form 42 – Field Operations Notice, Document 401740794 Date Received 08/22/2018

This form is a notice stating that flowlines were abandoned on 08/01/2018

PLUG AND ABANDON WELL VERIFICATION | CARMA 41-35

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Conrad Hopp Jr. Gas Unit

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Conrad Hopp Jr. Gas Unit well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185592, Longitude -104.966552. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Conrad Hopp Jr. Gas Unit | API 05-123-08355-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349



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PLUG AND ABANDON WELL REPORT | CONRAD HOPP JR. GAS UNIT

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Conrad Hopp Jr. Gas Unit

Well Number: 1

API Number: 05-123-08355-00

Location: Qtr/Qtr: SWNE

Latitude 40.185592, Longitude -104.966552

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Conrad Hopp Jr. Gas Unit and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url: <https://cogcc.state.co.us/weblink/results.aspx?id=12308355>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401492499 Date Received 12/20/2017

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 11/30/2017. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 7/31/2018.

PLUG AND ABANDON WELL VERIFICATION | CONRAD HOPP JR. GAS UNIT

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Hopp Conrad Jr. Gas Unit

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Hopp Conrad Jr. Gas Unit well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185590, Longitude -104.966260. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Hopp Conrad Jr. Gas Unit | API 05-123-19281-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349





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PLUG AND ABANDON WELL VERIFICATION | HOPP CONRAD JR. GAS UNIT

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PLUG AND ABANDON WELL REPORT | HOPP CONRAD JR. GAS UNIT

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Hopp Conrad Jr. Gas Unit

Well Number: 2

API Number: 05-123-19281-00

Location: Qtr/Qtr: SWNE

Latitude 40.185590, Longitude -104.966260

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Hopp Conrad Jr. Gas Unit and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url: <https://cogcc.state.co.us/weblink/results.aspx?id=12319281>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401248588 Date Received 03/31/2017

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401430403 Date Received 10/16/2017

This form is a notice stating that plugging operations started on 10/18/2017.

Form 17 – Bradenhead Test Report, Document 401710705 Date of Test 10/17/2017

This form states that before plugging the well, “Frac valve installed; no tubing. Surface casing produced no fluids. Surface casing blown down for extra 30 min ended with a whisper of gas. Surface casing shut in for 15 min ended with a whisper of gas”.

Form 6 – Well Abandonment Report, Document No. 401492715 Date Received 12/20/2017

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 11/30/2017. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on July 23, 2018.

Form 42 – Field Operations Notice, Document 401475115 Date Received 12/01/2017

This form is a notice stating that flowlines were abandoned on 11/30/2017

PLUG AND ABANDON WELL VERIFICATION | HOPP CONRAD JR. GAS UNIT

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Carma 1-35

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Carma 1-35 well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185750, Longitude -104.966650. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Carma 1-35 | API 05-123-24944-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349



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PLUG AND ABANDON WELL VERIFICATION | CARMA 1-35

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PLUG AND ABANDON WELL REPORT | CARMA 1-35

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Carma

Well Number: 1-35

API Number: 05-123-24944-00

Location: Qtr/Qtr: SWNE

Latitude 40.185750, Longitude -104.966650

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Carma 1-35 and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12324944>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401505221 Date Received 01/06/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401624006 Date Received 04/30/2018

This form is a notice stating that plugging operations started on 05/02/2018.

Form 17 – Bradenhead Test Report, Document 401629187 Date of Test 04/24/2018

This form states that before plugging the well, “Surface casing produced 1 gallon of condensate. Blew down surface casing an extra 30 minutes ended with a whisper. Surface casing shut in for 15 min ended with a whisper. Well and master shut in”.

Form 6 – Well Abandonment Report, Document No. 401714987 Date Received 07/25/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 06/28/2018. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 11/21/2018.

Form 42 – Field Operations Notice, Document 401740797 Date Received 08/22/2018

This form is a notice stating that flowlines were abandoned on 08/01/2018

PLUG AND ABANDON WELL VERIFICATION | CARMA 1-35

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Carma 2-35

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Carma 2-35 well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185761, Longitude -104.966761. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Carma 2-35 | API 05-123-24943-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349



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PLUG AND ABANDON WELL VERIFICATION | CARMA 2-35

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PLUG AND ABANDON WELL REPORT | CARMA 2-35

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Carma

Well Number: 2-35

API Number: 05-123-24943-00

Location: Qtr/Qtr: SWNE

Latitude 40.185761, Longitude -104.966761

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Carma 2-35 and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12324943>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401505222 Date Run 01/06/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401621293 Date Received 04/26/2018

This form is a notice stating that plugging operations started on 04/30/2018.

Form 17 – Bradenhead Test Report, Document 401629200 Date of Test 04/24/2018

This form states that before plugging the well, “Surface casing produced no fluids. Surface casing shut in for 15 min ended with a whisper. Well and master shut in”.

Form 6 – Well Abandonment Report, Document No. 401717567 Date Received 07/27/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 06/29/2018. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 11/21/2018.

Form 42 – Field Operations Notice, Document 401740802 Date Received 08/22/2018

This form is a notice stating that flowlines were abandoned on 08/01/2018

PLUG AND ABANDON WELL VERIFICATION | CARMA 2-35

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Carma 7-35

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Carma 7-35 well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185460, Longitude -104.966300. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Carma 7-35 | API 05-123-24941-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349





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PLUG AND ABANDON WELL REPORT | CARMA 7-35

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Carma

Well Number: 7-35

API Number: 05-123-24941-00

Location: Qtr/Qtr: SWNE

Latitude 40.185460, Longitude -104.966300

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Carma 7-35 and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12324941>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401505223 Date Received 01/06/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401638545 Date Received 05/14/2018

This form is a notice stating that plugging operations started on 05/16/2018.

Form 17 – Bradenhead Test Report, Document 401629211 Date of Test 04/24/2018

This form states that before plugging the well, “Surface casing produced no fluids. Surface casing shut in for 15 min ended with a whisper. Well and master shut in”.

Form 6 – Well Abandonment Report, Document No. 401741212 Date Received 08/23/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 07/25/2018. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 11/28/2018.

Form 42 – Field Operations Notice, Document 401740805 Date Received 08/22/2018

This form is a notice stating that flowlines were abandoned on 08/01/2018

PLUG AND ABANDON WELL VERIFICATION | CARMA 7-35

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Carma 8-35

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Carma 8-35 well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185450, Longitude -104.966090. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Carma 8-35 | API 05-123-24942-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349



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PLUG AND ABANDON WELL REPORT | CARMA 8-35

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Carma

Well Number: 8-35

API Number: 05-123-24942-00

Location: Qtr/Qtr: SWNE

Latitude 40.185450, Longitude -104.966090

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Carma 8-35 and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12324942>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401505224 Date Received 01/06/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401690296 Date Received 06/29/2018

This form is a notice stating that plugging operations started on 07/03/2018.

Form 17 – Bradenhead Test Report, Document 401629226 Date of Test 04/24/2018

This form states that before plugging the well, “Surface casing produced no fluids. Surface casing shut in for 15 min ended with a whisper. Well and master shut in”.

Form 6 – Well Abandonment Report, Document No. 401743199 Date Received 08/24/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 07/25/2018. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 11/28/2018.

Form 42 – Field Operations Notice, Document 401740747 Date Received 08/22/2018

This form is a notice stating that flowlines were abandoned on 08/01/2018

PLUG AND ABANDON WELL VERIFICATION | CARMA 8-35

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Carma 21-35

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Carma 21-35 well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185781, Longitude -104.966875. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Carma 21-35 | API 05-123-26377-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349





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PLUG AND ABANDON WELL REPORT | CARMA 21-35

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Carma

Well Number: 21-35

API Number: 05-123-26377-00

Location: Qtr/Qtr: SWNE

Latitude 40.185781, Longitude -104.966875

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Carma 21-35 and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12326377>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401505226 Date Received 01/06/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401617939 Date Received 04/24/2018

This form is a notice stating that plugging operations started on 04/26/2018.

Form 17 – Bradenhead Test Report, Document 401629232 Date of Test 04/24/2018

This form states that before plugging the well, “Surface casing produced no fluids. Surface casing shut in for 15 min ended with a whisper. Well and master shut in”.

Form 6 – Well Abandonment Report, Document No. 401732522 Date Received 08/14/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 07/24/2018. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 12/20/2018.

Form 42 – Field Operations Notice, Document 401740934 Date Received 08/22/2018

This form is a notice stating that flowlines were abandoned on 08/01/2018

PLUG AND ABANDON WELL VERIFICATION | CARMA 21-35

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 30, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Plug and Abandon Well Report and Verification | Carma 24-35

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Carma 24-35 well (Well) located in Section 35 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of St Vrain Road and west of Eagle River Road at Latitude 40.185460, Longitude -104.966200. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.
- II. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC

Plug and Abandon Well Report and Verification

Carma 24-35 | API 05-123-26376-00

Operator: Kerr McGee Oil & Gas Onshore LP

PREPARED FOR

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

PREPARED BY

SCHEDIO GROUP LLC

808 9TH STREET GREELEY

CO, 80631

DATE PREPARED

May 30, 2019

LICENSED PROFESSIONAL ENGINEER

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349



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PLUG AND ABANDON WELL REPORT | CARMA 24-35

I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed

II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

III. Well Information

Well Name: Carma

Well Number: 24-35

API Number: 05-123-26376-00

Location: Qtr/Qtr: SWNE

Latitude 40.185460, Longitude -104.966200

Township: 03N | Range: 68W | Section: 35 | Meridian: 6

County: Weld

IV. Narrative

Schedio Group was engaged by Barefoot LLC to review documentation associated with the Plugging and Abandoning of Carma 24-35 and the associated flowline. Section VI below contains a List of Documents Reviewed by Schedio Group. These documents were submitted by Kerr McGee to COGCC. These forms and others are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12326376>

V. Photographs

Photographs are not available as this well was Plugged and Abandoned before Schedio Group was engaged by Barefoot LLC.

VI. List of Documents Reviewed

Form 6 – Well Abandonment Report, Document No. 401505227 Date Received 01/06/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401645336 Date Received 05/18/2018

This form is a notice stating that plugging operations started on 05/22/2018.

Form 17 – Bradenhead Test Report, Document 401629241 Date of Test 04/24/2018

This form states that before plugging the well, “Surface casing produced no fluids. Surface casing shut in for 15 minutes ended with 4 PSI. Well and master shut in.”

Form 6 – Well Abandonment Report, Document No. 401741075 Date Received 08/22/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 07/24/2018. This form states, “Based on the information provided herein, this Well Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on 12/20/2018.

Form 42 – Field Operations Notice, Document 401740888 Date Received 08/22/2018

This form is a notice stating that flowlines were abandoned on 08/01/2018

PLUG AND ABANDON WELL VERIFICATION | CARMA 24-35

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



Timothy A. McCarthy, P.E.

Colorado License No. 44349

May 30, 2019

Date

Date: May 31, 2019

To: Barefoot LLC

c/o David Carro
Barefoot LLC
6465 Greenwood Plaza Blvd, Ste 700
Centennial, CO 80111

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: 4" Steel Natural Gas Gathering Pipeline Status Report

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this letter to describe the current status of a segment of 4" steel natural gas gathering pipeline at Barefoot Lakes. The current status of the pipeline is depicted in Exhibit A - *Barefoot Lakes Natural Gas Gathering Pipeline Status Exhibit* dated March 31, 2019 (See attached).

The work was led by Anadarko / Kerr McGee and performed in late December 2018 through early January 2019.

Approximately 270 lineal feet of 4" steel natural gas gathering line was removed west of Eagle River Road to within approximately of 30 feet of the back of curb associated with Eagle River Road. From this point, the pipeline was flow-filled for approximately 1,100 lineal feet. The flow-fill extended beneath Eagle River Road to the east and then continued north along the east side of Eagle River Road to WCR 28 and then eastward along the southern side of WCR 28 for approximately 190 lineal feet. From this point eastward, another 2,585 lineal feet of pipeline was removed along the southern side of WCR 28, including a segment of pipeline that crossed under WCR28 to the north along the western edge of WCR11.

Schedio Group was on site to verify the removal and flow-filling of the 4" steel natural gas gathering pipeline and by way of this letter hereby attests that Exhibit A accurately represents the existing status of the 4" steel natural gas gathering line. Figures 1-4 below depict portions of the work performed.

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.
Colorado License No. 44349

Owner Schedio Group LLC



Figure 1 - 4" Steel Natural Gas Gathering Pipe Being Hauled Away by Truck



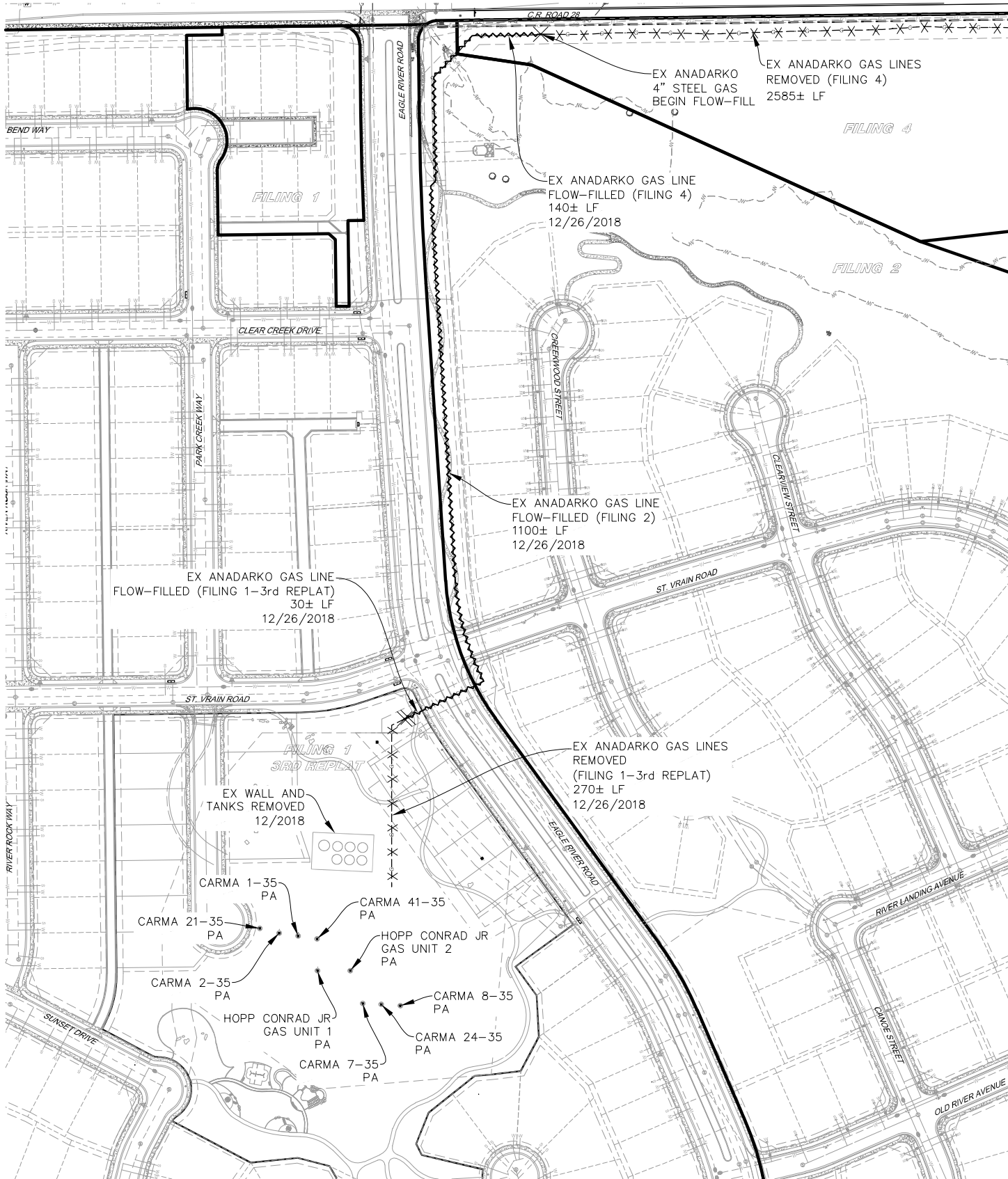
Figure 2 – Land Surveyor Collecting Exact Location of End of 4" Steel Natural Gas Gathering Pipe in Filing No. 1. The Black Hose Was Used for Flow-Filling.



Figure 3 – Same Location as Shown in Figure 2. South of St. Vrain Road and West of Eagle River Road ~ 30 Lineal Feet.

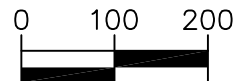


Figure 4- 4" Steel Natural Gas Gathering Pipe Being Removed Along South Side of WCR 28 East of Eagle River Road Extending to the East Side of WCR 11 and Under WCR 11 to the North.



LEGEND
 REMOVED GAS LINE
 — X · X · X · X —
 FLOW-FILLED GAS LINE
 —~~~~—

SOURCE: COGCC
 PA — PLUGGED & ABANDONED



SCALE: 1"=200'

**TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Firestone Planning and Zoning Commission will hold a Public Hearing commencing at 7:00 p.m., Thursday, June 20, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of St. Vrain Lakes Metropolitan District No. 1 for approval of final plat and final development plan applications for Barefoot Lakes Filing No. 1, 3rd Replat.

Further Notice is hereby given that the Board of Trustees of the Town of Firestone will hold a Public Hearing commencing at 7:00 p.m., Wednesday, July 10, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of St. Vrain Lakes Metropolitan District No. 1 for approval of final plat and final development plan applications for Barefoot Lakes Filing No. 1, 3rd Replat.

The approximate location of the property subject to the hearings is south and west of the intersection of Eagle River Road and St. Vrain Road. The legal description for the proposed minor subdivision is set forth in Exhibit A.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration.

The application is on file with the Town of Firestone. For questions or comments contact:

Town of Firestone
Planning & Development Department
8308 Colorado Blvd., Suite 200
Firestone, CO 80504
Phone: (303) 833-3291
Fax: (720) 476-4232

TOWN OF FIRESTONE, COLORADO
Leah Vanarsdall
Town Clerk

EXHIBIT A

(Legal Description)

TRACTS N, T, AND U, BAREFOOT LAKES FILING NO. 1, AS RECORDED ON 9/24/2015 UNDER RECEPTION NO. 4145010, WELD COUNTY PUBLIC RECORDS, LYING IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 9.575 ACRES (417,101 SQUARE FEET), MORE OR LESS.

Please publish in the Times-Call on Tuesday, June 4, 2019.

Please send the affidavit of publication and billing to:

Town Clerk
Town of Firestone
PO Box 100
Firestone, CO 80520-0100

EXHIBIT A

DESCRIPTION OF PERMANENT EASEMENT

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, TOWN OF FIRESTONE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 BEARS N00° 41' 55"W (BASIS OF BEARING); THENCE N00° 41' 55"W, 308.51 FEET ALONG SAID SOUTHWEST LINE TO A POINT ON SOUTH PROPERTY LINE OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 4284609; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES;

N00° 41'55"W 101.97 FEET ALONG THE SOUTHWEST QUARTER OF SAID SECTION 20 TO A POINT ON THE NORTH PROPERTY LINE OF SAID PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 4284609;

THENCE S79° 24'55"E 61.18 FEET ALONG THE NORTH PROPERTY LINE OF SAID PARCEL;

THENCE S00° 41' 55"E 101.97 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID PARCEL;

THENCE N79° 24' 55"W 61.18 FEET ALONG THE SOUTH PROPERTY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

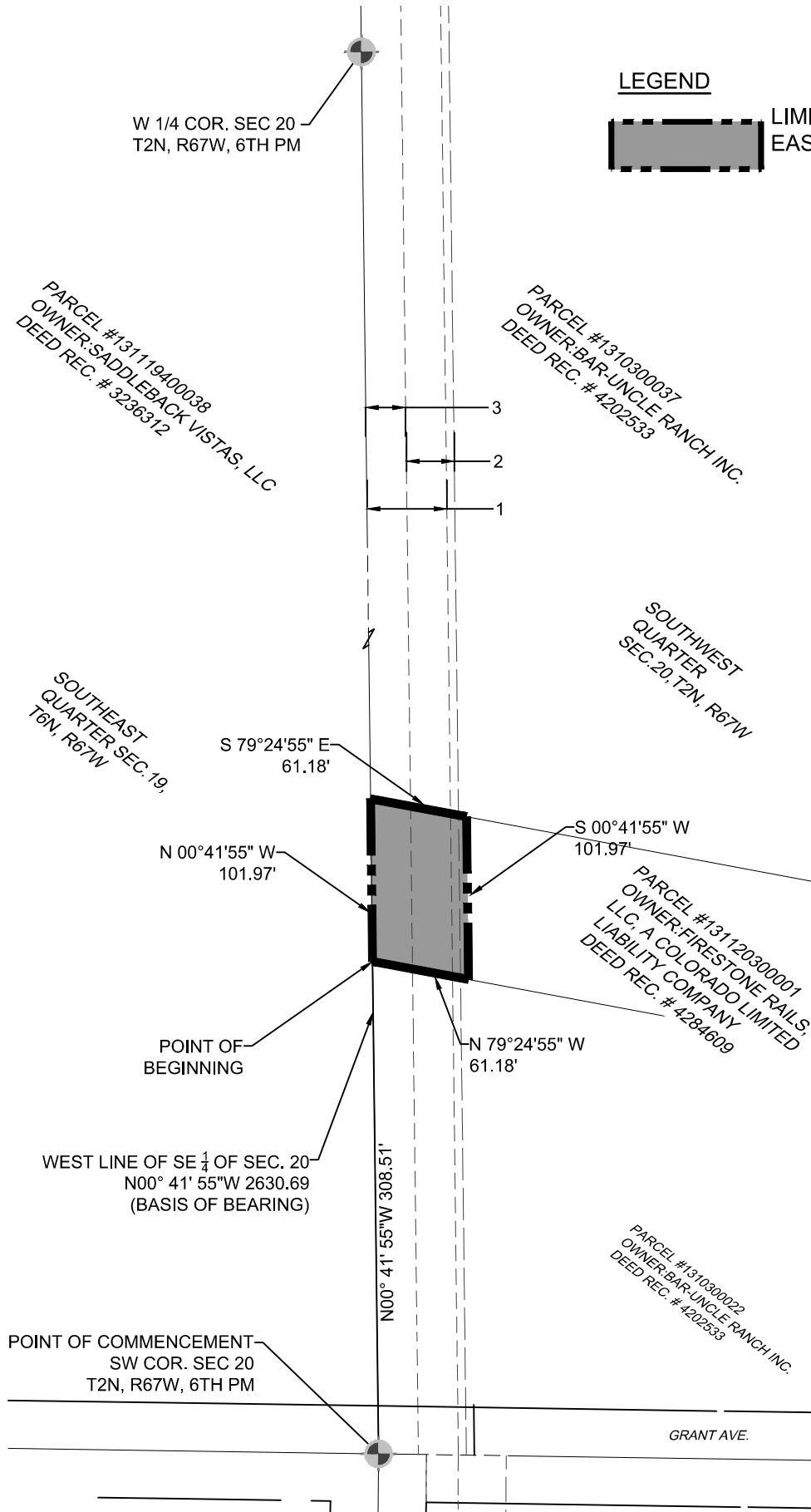
AREA = 6,118 SQUARE FEET (0.140 ACRES), MORE OR LESS.

EXHIBIT A

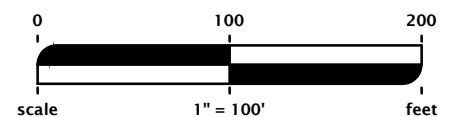
LEGEND



LIMITS OF PERMANENT
EASEMENT



1. 50' PETROLEUM PIPELINE EASEMENT AMOCO PRODUCTION CO. BK. 769, REC. 1691207
2. 30' WATER LINE EASEMENT CENTRAL WELD COUNTY WATER DIST. BK. 710, REC. 1632344.
3. 25' PIPELINE EASEMENT INDUSTRIAL GAS SERVICES, INC. BK. 701, REC. 1622693



ORDINANCE 954

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTERESTS NECESSARY TO PROVIDE, OPERATE AND MAINTAIN A WATER PIPELINE FOR THE CONVEYANCE OF WATER

WHEREAS, the Town of Firestone (“Town”) possesses the power of eminent domain pursuant to the provisions of C.R.S. §§ 31-15-708(1)(b), 31-35-402(1)(a), and 38-1-202(1)(e) to acquire an easement in the real property described herein for the purposes of constructing, locating, maintaining, operating, repairing and replacing a water pipeline and other appurtenant structures and facilities for the conveyance and distribution of water as part of the Town’s public water system; and

WHEREAS, the Town, in carrying out its functions and in order to deliver water services, finds it is necessary for the Town to acquire a perpetual, non-exclusive easement (the “Property Rights”) over, across and under certain real property, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Town will negotiate in good faith for the acquisition of the Property Rights from the owner(s) thereof; and

WHEREAS, the Board of Trustees finds and determines that the acquisition of an easement for the aforementioned purposes enhances the public health, safety and welfare of the community by providing needed water facilities and additional water supply capacity, thereby providing an improved level of service for users of the Town’s water system; and

WHEREAS, the Board of Trustees finds and determines that the acquisition of the Property Rights is desirable and necessary for the Town to provide public water services and facilities, and is essential to protect and preserve the health, safety, welfare and convenience of the Town’s citizens;

WHEREAS, the Town is a statutory town organized and existing pursuant to the provisions of the Colorado Revised Statutes, and is vested with the power of eminent domain pursuant the provisions of the Colorado Revised Statutes; and

WHEREAS, the Town is authorized under C.R.S. §§ 31-15-708(1)(b), 31-35-402(1)(a), and 38-1-202(1)(e) to use the power of eminent domain to acquire the Property Rights, and the acquisition of the Property Rights may, by law, be accomplished through eminent domain.

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

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

Section 2. The Board of Trustees hereby finds and determines that it is necessary in the public interest to acquire the Property Rights described in Exhibit A, attached hereto and made a part hereof, for the Town to provide public water services and facilities, and hereby declares its intent to acquire the Property Rights for the public purpose of providing, operating, and maintaining a water pipeline and for the conveyance and distribution of potable water, which include, multi-use paths, sidewalks, ADA curb ramps, enhanced bicycle and pedestrian crossings and signalized intersections with lighting and pedestrian activated signage.

Section 3. The Board of Trustees hereby authorize the Town Attorney and other appropriate Town staff and consultants to take all necessary steps, as required by all applicable laws, rules, regulations and requirements, to acquire the Property Rights for the Town, including without limitation, good faith negotiations with the owner of the Property Rights, or their representative(s), and the initiation of legal proceedings, including eminent domain or other legal actions, if required, for such acquisition.

Section 4. The Town Manager and Town Attorney are further authorized to incur reasonable costs associated with acquiring the Property Rights, including, without limitation, compensation for the Property Rights, the cost of title examination, title insurance, appraisal fee payments, normal closing costs, filing fees and charges, legal fees, and all other related or incidental costs or expenses customarily associated with the quiet title, acquisition or condemnation of the Property Rights.

Section 5. The Town Manager, or his 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.

Section 6. The Board of Trustees further find that, in the event acquisition by eminent domain of the Property Rights is commenced, immediate possession is necessary for the public health, safety and welfare.

Section 7. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this 10th day of June, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b.

Discussion/Action

Meeting Date: July 10, 2019

Initiated By: Lisa Bartley

Dept: Town Clerk

AGENDA TITLE

Appointments to the Planning Commission

SUMMARY

The Planning Commission has recently received two resignations.

These appointments will be to replace those Commissioners.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Motion to appoint selected candidates

ALTERNATIVES

To give Staff recommendations

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

N/A