



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

March 13, 2024
6:30 PM

9900 Park Avenue, Firestone, CO 80504

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

PRE-MEETING WORK SESSION 6:00 PM IN THE RICHARD E. HART TRAINING ROOM

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

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. February 28, 2024 Board of Trustee Meeting Minutes
 - b. **Resolution 24-32:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2 SUBDIVISION
 - c. **Resolution 24-33:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MTECH MECHANICAL TECHNOLOGIES GROUP INC FOR THE HVAC PREVENTIVE MAINTENANCE AT THE TOWN HALL, THE POLICE & MUNICIPAL COURT AND THE PUBLIC WORKS BUILDINGS
 - d. **Resolution 24-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

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

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

6. Presentation

- a. Victim Advocate Services Report
- b. Police Department Annual Report

7. Discussion/Action

- a. **PUBLIC HEARING: Resolution 24-34:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2023 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2023
- b. **Resolution 24-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF FIRESTONE AND HYPERFIBER LLC.
- c. **Resolution 24-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC., FOR A FEASIBILITY STUDY FOR A PEDESTRIAN BRIDGE CROSSING OF ST. VRAIN RIVER
- d. St. Vrain Water Authority Board Member Vacancy Discussion

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

9. Reports

- a. Staff
 - 9.a.i. February Financial Report
- b. Mayor
 - 9.b.i. Appointment of Planning Commission Alternate
- c. Trustees

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10. Executive Session

- a.** An executive session pursuant to C.R.S. 24-6-402 (4)(f) (I) for a personnel matter concerning the review and evaluation of the Town Manager

11. Adjournment

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: March 13, 2024

Initiated By:

Department: Administration

AGENDA ITEM

February 28, 2024 Board of Trustee Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. February 28, 2024 Board of Trustee Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
February 28, 2024

Mayor Drew Peterson Mayor Pro Tem Frank A. Jimenez

Trustees: Don Conyac, Sean Doherty, Matt Holcomb, Doug Sharp and David Whelan

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on February 28, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Pro Tem Jimenez called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson- **Excused**

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Matt Holcomb
Sean Doherty- **Excused**
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Nate Haasis, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Ivy Pitts, Administrative Operations Coordinator; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; David Angelo, Chief of Police; David Minor, Public Works Operations & Maintenance Manager; Miriam Luna Gonzalez, Interim Town Clerk; Eric DeBolt, IT Manager; AJ Krieger, Town Manager; & William Hayashi, Town Attorney.

2. Pledge of Allegiance

Mayor Pro Tem led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Conyac, **second** by Trustee Whelan, to approve the agenda as amend to reflect item 5.e under discussion/action to become item 6.e.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

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

Becky Duckworth, a Firestone resident, provided public comment regarding St. Vrain Sanitation properly.

5. Consent Agenda

Motion by Trustee Conyac, **second** by Trustee Whelan, to approve the Consent Agenda.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

a. February 14, 2024 Board of Trustees Meeting Minutes

b. **RESOLUTION 24-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VECTOR DISEASE CONTROL INTERNATIONAL LLC FOR INTEGRATED MOSQUITO MANAGEMENT SERVICES

c. **RESOLUTION 24-25:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE TOWN OF FIRESTONE REGARDING FUNDING AND OVERSIGHT FOR THE CONSTRUCTION OF THE WELD COUNTY ROAD 26 BRIDGE REPLACEMENT.

d. **RESOLUTION 24-26:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2024 PROPERTY AND CASUALTY COVERAGE

6. Discussion/Action

- a. **RESOLUTION 24-29:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING TRAFFIC SIGNAL EQUIPMENT PURCHASES FOR THE TOWN PUBLIC WORKS DEPARTMENT

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **RESOLUTION 24-29:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING TRAFFIC SIGNAL EQUIPMENT PURCHASES FOR THE TOWN PUBLIC WORKS DEPARTMENT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- b. **RESOLUTION 24-30:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STURGEON ELECTRIC COMPANY INC FOR SERVICES FOR TRAFFIC SIGNAL CONTROLLED INTERSECTIONS

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **RESOLUTION 24-30:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STURGEON ELECTRIC COMPANY INC FOR SERVICES FOR TRAFFIC SIGNAL CONTROLLED INTERSECTIONS

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- c. **RESOLUTION 24-28:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH COTTONWOOD LAND AND FARMS LLC

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **RESOLUTION 24-28:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF

FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY
ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH
COTTONWOOD LAND AND FARMS LLC

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp,
Trustee Holcomb

No: None

Abstain: None

Motion carried

- d. **RESOLUTION 24-27:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AUTHORIZING NEGOTIATIONS, PURCHASE AND THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTEREST NECESSARY FOR THE PUBLIC USE AND PURPOSE OF CONSTRUCTING WATER FACILITIES

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **RESOLUTION 24-27:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AUTHORIZING NEGOTIATIONS, PURCHASE AND THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTEREST NECESSARY FOR THE PUBLIC USE AND PURPOSE OF CONSTRUCTING WATER FACILITIES

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp

No: Trustee Holcomb

Abstain: None

Motion carried

- e. **RESOLUTION 24-31:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY

Motion by Trustee Whelan, **second** by Don Conyac, to Approve **RESOLUTION 24-31:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp,
Trustee Holcomb

No: None

Abstain: None

Motion carried

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

There was no one present to give public comment.

8. Reports

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

9. Adjournment

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve Adjournment, All in Favor, **Motion carried.**

Introduced and Approved the 13th of March, 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Miriam Luna Gonzalez, Interim Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: March 13, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-32: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2 SUBDIVISION

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-32.

SUMMARY

The applicant is requesting an extension for recording the Denmore Filing 2 Final Subdivision Plat, located on the west side of Frontier Street, north of Firestone Blvd.

The extension is needed because the hearing date for inclusion in the Northern Water Conservation District has been delayed.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On October 25, 2023, the Board of Trustees approved Resolution 23-110, approving the Denmore Filing 2 Final Subdivision Plat.

ATTACHMENTS

1. Resolution 24-32
2. Denmore Filing 2 Final Plat
3. Resolution 23-110 Approving Denmore Filing No. 2 Final Subdivision Plat & Accepting Property Interests for Certain Real Property

RESOLUTION NO. 24-32

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2 SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 23-110, dated October 25, 2023, approved the Denmore Filing No. 2 Final Subdivision Plat (the “Final Plat”), submitted by Fire Tri Pointe Homes Holdings, Inc. (“Applicant”), as owner of certain real property located within Denmore Filing No. 2 (the “Property”); and

WHEREAS, Applicant has requested that the Board of Trustees extend the date of approval of the Minor Plat for a period of ninety (90) days to July 21, 2024; and

WHEREAS, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny an extension of time.

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

Section 1. The Board of Trustees hereby approves a ninety-day extension for the Denmore Filing No. 2 Final Subdivision Plat to July 21, 2024, having an effective date of March 13, 2024, but subject to the following conditions:

(a) All conditions of the original Denmore Filing No. 2 Final Minor Subdivision Plat approval from October 25, 2023, as set out in Resolution No. 23-110, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by July 21, 2024, the Denmore Filing No. 2 Final Subdivision Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Any delay or lapse between the adoption of this resolution and the effective extension date set forth in Section 1(b) of Resolution No. 23-110 shall not be deemed to be a condition of default by Applicant under Resolution No. 23-110 or to render the Denmore Filing No. 2 Final Subdivision Plat null and void.

Section 3. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Denmore Filing No. 2 Final Subdivision Plat, and the extension thereof, as provided by Resolution No. 23-110 and this resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 13th day of March 2024.

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

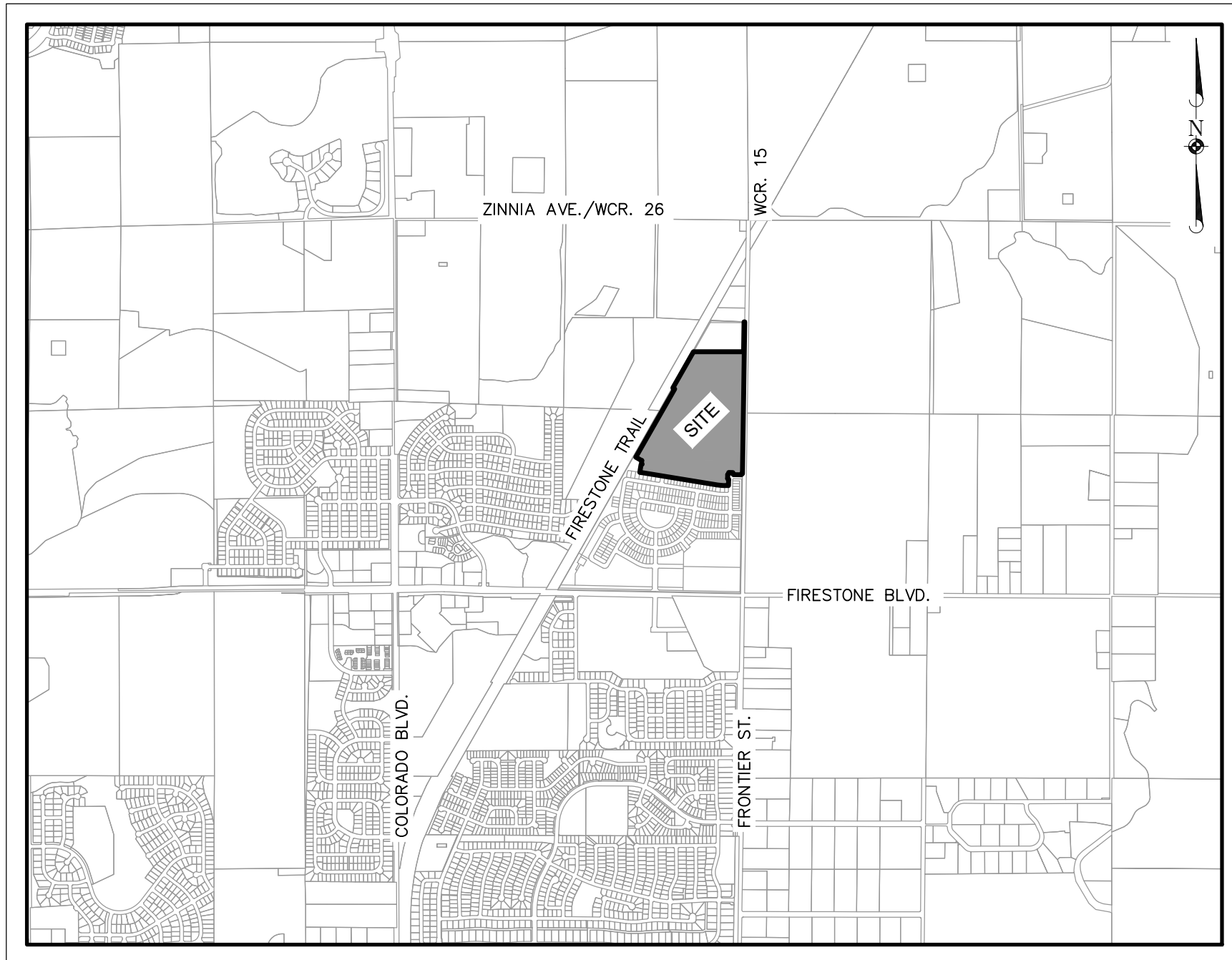
APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Denmore Filing No. 2 Final Subdivision Plat

DENMORE FILING NO. 2

BEING A REPLAT OF TRACT B, DENMORE FILING NO. 1
LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
188 LOTS, 9 TRACTS, 51.050 ACRES, FILE NO. FP-23-011



VICINITY MAP

 $(1'' = 2000')$

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: TPH FIRESTONE TRAIL, LLC, A DELAWARE CORPORATION, BEING THE OWNER OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

TRACT B,
DENMORE FILING NO. 1, RECEPTION NO. 4928429.
CONTAINING 2,223,748 S.F. OR 51.0502 AC. MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, AND TRACTS, AS SHOWN HEREON AND DESIGNATE THE SAME UNDER THE NAME AND SUBDIVISION OF DENMORE FILING NO. 2, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO THE STREETS AND RIGHTS-OF-WAY FOR PUBLIC USES, AND EASEMENTS FOR PURPOSES AS SHOWN HEREON.

IN WITNESS WHEREOF TPH FIRESTONE TRAIL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE
HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____.

BY: _____, AS _____

STATE OF _____)
COUNTY OF _____)SS

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

BY: _____, AS _____ OF TPH FIRESTONE TRAIL, LLC, A
DELAWARE LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES _____, _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF DENMORE FILING NO. 2 WAS APPROVED ON THIS _____ DAY OF _____, 20____ 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

SURVEYOR'S CERTIFICATION

I, MARK A. GABERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

MARK A. GABERT
COLORADO PLS NO. 38567
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

NOTES

1. **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.
2. 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, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABC25195731.1, WITH AN EFFECTIVE DATE OF AUGUST 14, 2023 AT 5:00 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. **BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST, IS ASSUMED TO BEAR NORTH 88°01'03" WEST AND BEING MONUMENTED ON THE EAST BY A NO. 6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, "LS 28656" IN MONUMENT BOX AND ON THE WEST BY A NO. 6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED, "LS 38670" WITH ALL OTHER BEARINGS REFERENCED THERETO.
6. **FLOODPLAIN:** THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08123C1895E WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016.
7. THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 2,223,748 SQUARE FEET OR 51.050 ACRES, MORE OR LESS.
8. SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
9. AN EASEMENT IS DEDICATED OVER THE ENTIRETY OF TRACT H FOR WATER PURPOSES.
10. A PERPETUAL EASEMENT OVER AND ACROSS ALL PARK, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS INSTALLED UPON, ACROSS, OVER, THROUGH, AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO USE SUCH IMPROVEMENTS, AT ANY TIME FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.

TRACT SUMMARY CHART

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	717,069	16.462	OPEN SPACE/DRAINAGE	TOWN OF FIRESTONE	METRO DISTRICT
TRACT B	6,000	0.138	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT C	6,000	0.138	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT D	6,000	0.138	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT E	3,000	0.069	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT F	43,531	0.999	LANDSCAPE/UTILITIES/DRAINAGE	METRO DISTRICT	METRO DISTRICT
TRACT G	3,032	0.070	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT H	3,000	0.069	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT I	3,000	0.069	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT J	12,482	0.287	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY TABLE

TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	188	23.614	68.64%
TRACTS		18.426	36.09%
PUBLIC ROW		9.009	17.65%
TOTAL	188	51.050	100.00%

FILING 2 LAND DEDICATION REQUIREMENTS					
	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 2 (ACRES)	PROVIDED AREA (ACRES)	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FOR FUTURE FILINGS
PARK LAND DEDICATION					
POCKET PARKS	5 ACRES/1,000 RESIDENTS	0.290			0.224
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.743		1.743	
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	2.905		2.905	
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	8.133	16.462		8.329

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 2
PHASE NO.	N/A
PREPARATION DATE	4/22/2023
REVISION DATE	11/15/2023
REVISION DATE	01/10/2024
GENERAL NOTES	SHEET 1 OF 5

[illegible]

Manhard
CONSULTING

7690 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph: 303.708.0500 manhard.com

Water Resource Management | Surveying & Geospatial Services | GIS
Civil Engineering | Construction Management

DENMORE FILING NO. 2

TOWN OF FIRESTONE, COUTNY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ MGR:	MAG
PROJ ASSOC:	JAF
DRAWN BY:	JAF
DATE:	04/22/23
SCALE:	N/A

SHEET

1 OF 5

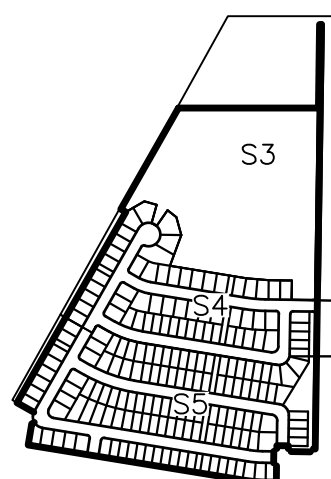
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DENMORE FILING NO. 2

BEING A REPLAT OF TRACT B, DENMORE FILING NO. 1
LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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188 LOTS, 9 TRACTS, 51.050 ACRES, FILE NO. FP-23-011

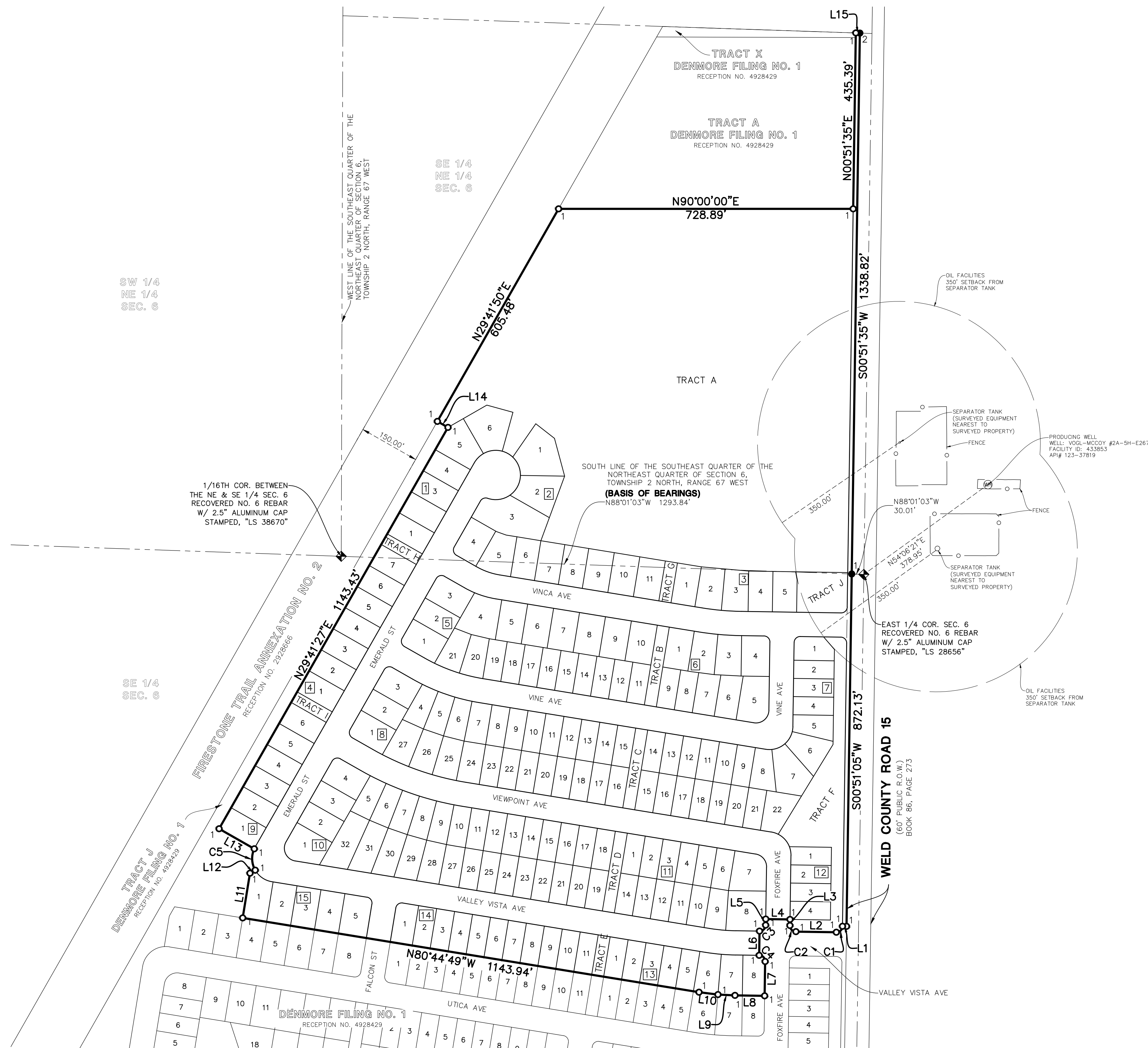
LEGEND

- = RECOVERED SECTION CORNER AS NOTED
 1 RECOVERED NO. 5 REBAR WITH
 1.25" YELLOW PLASTIC CAP
 STAMPED, "AZTEC LS 37933"
 RECOVERED AND DID NOT ACCEPT
 NO. 5 REBAR WITH
 1.25" YELLOW PLASTIC CAP
 STAMPED, "AZTEC LS 37933"
 2 = S677442"E 0.36' FROM CALCD POSITION
 RECOVERED AND ACCEPTED
 NO. 5 REBAR WITH
 1.25" GREEN PLASTIC CAP
 STAMPED, "PLS 38199"
 FLUSH WITH GROUND
 1 SET 18" LONG NO. 5 REBAR WITH
 1.25" YELLOW PLASTIC CAP
 STAMPED, "PLS 38567"
 FLUSH WITH GROUND
 X = BLOCK NUMBER
 @ = EX. WELL HEAD



KEY MAP

(1" = 1000')



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°08'55"W	10.00
L2	N89°08'57"W	100.02
L3	N00°51'03"E	15.00
L4	N89°08'57"W	15.00
L5	S00°51'03"W	60.00
L6	S00°51'03"W	60.00
L7	S00°51'03"W	85.00
L8	N89°08'57"W	73.36
L9	N87°10'10"W	42.15
L10	N82°58'05"W	47.28
L11	N09°15'11"E	112.08
L12	N60°16'29"E	15.00
L13	N60°18'33"W	100.23
L14	N60°18'33"W	30.22
L15	S88°04'45"E	10.00

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°59'57"	15.00'	23.56'	S45°51'04"W	21.21'
C2	90°00'00"	15.00'	23.56'	N44°08'57"W	21.21'
C3	90°00'00"	15.00'	23.56'	S45°51'03"W	21.21'
C4	90°00'00"	15.00'	23.56'	S44°08'57"E	21.21'
C5	54°17'37"	58.00'	54.96'	N02°34'43"W	52.93'

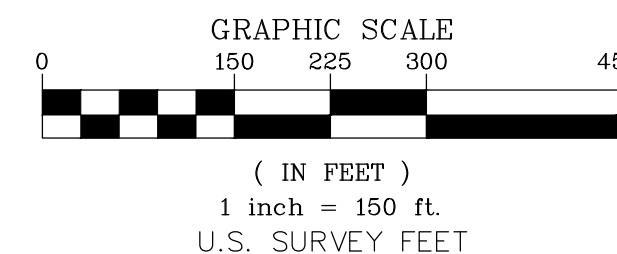
NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 2
PHASE NO.	N/A
PREPARATION DATE	4/22/2023
REVISION DATE	11/15/2023
REVISION DATE	01/10/2024
GENERAL NOTES	SHEET 2 OF 5

[illegible]

Manhard
CONSULTING

1600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph: 303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS

DENMORE FILING NO. 2

TOWN OF FIRESTONE, COUNTNY OF WELD, STATE OF COLORADO

FINAL PLAT

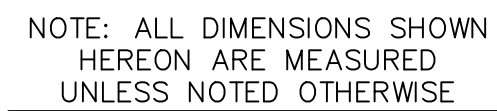
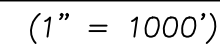
PROJ MGR: MAG
 PROJ ASSOC: JAF
 DRAWN BY: JAF
 DATE: 04/22/23
 SCALE: 1" = 150'

SHEET

2 OF 5

TPH.FSC001.03

LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
188 LOTS, 9 TRACTS, 51.050 ACRES, FILE NO. FP-23-011



FOR AND ON BEHALF OF
MANHARD CONSULTING

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C6	89°59'57"	15.00'	23.56'	N45°51'04"E	21.21'

D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
 = EX. WELL HEAD

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 2
PHASE NO.	N/A
PREPARATION DATE	4/22/2023
REVISION DATE	11/15/2023
REVISION DATE	01/10/2024
GENERAL NOTES	SHEET 3 OF 5

[illegible]

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DENMORE FILING NO. 2

TOWN OF FIRESTONE, COUTNY OF WELD, STATE OF COLORADO

FINAL PLAT

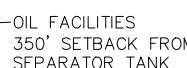
PROJ MGR: MAG
 PROJ ASSOC: JAF
 DRAWN BY: JAF
 DATE: 04/22/23
 SCALE: 1"=100'

SHEET

3 OF 5

TPH.FSC001.03

LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
188 LOTS, 10 TRACTS, 51.050 ACRES, FILE NO. FP-23-011


$$(1'' = 1000')$$


NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 2
PHASE NO.	N/A
PREPARATION DATE	4/22/2023
REVISION DATE	11/15/2023
REVISION DATE	01/10/2024
GENERAL NOTES	SHEET 4 OF 5

	DATE	REVISIONS	DRAWN BY
		TOWN COMMENTS	MKW
	01/10/24	TRACT REVISIONS & TOWN COMMENTS MKW	
	11/27/23		



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DENMORE FILING NO. 2

TOWN OF FIRESTONE, COUTNY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ MGR: MAG
 PROJ ASSOC: JAF
 DRAWN BY: JAF
 DATE: 04/22/23
 SCALE: 1" = 50'

SHEET

4 OF 5

TPH.FSC001.03

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C6	89°59'57"	15.00'	23.56'	N45°10'04"E	21.21'
C7	8°24'08"	700.00'	102.65'	S84°56'53"E	102.56'
C8	8°26'16"	200.00'	71.34'	S70°31'45"E	70.96'
C9	9°00'03"	15.00'	23.56'	N44°08'56"W	21.21'
C10	9°00'00"	15.00'	23.56'	S45°51'03"W	21.21'
C11	9°00'00"	15.00'	23.56'	N44°08'56"W	21.21'
C12	9°00'00"	15.00'	23.56'	S74°41'27"W	21.21'
C13	9°00'00"	15.00'	23.56'	S15°18'33"E	21.21'
C14	79°23'06"	15.00'	20.78'	S69°23'00"W	19.16'
C15	259°23'11"	61.00'	276.16'	S20°37'03"E	93.88'
C16	9°00'00"	15.00'	23.56'	S15°18'33"E	21.21'
C17	9°00'00"	15.00'	23.56'	S74°41'27"W	21.21'
C18	20°26'16"	660.00'	164.09'	S70°31'45"E	163.22'
C19	98°24'08"	430.00'	108.20'	N50°03'07"E	95.38'
C20	98°24'08"	58.00'	99.61'	S50°03'07"W	87.81'

LINE TABLE		
LINE	BEARING	LENGTH
L14	N60°18'33"W	30.22'
L16	N15°22'43"E	100.00'
L17	S34°37'19"W	100.46'
L18	N76°46'28"W	45.72'

☒ = BLOCK NUMBER
D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED

January 10, 2024 - 09:15 Denmore, P:\Projects\01\den\Drawings\Final\Denmore_Filing_No_2_Plot.dwg Updated: Bk, Wood

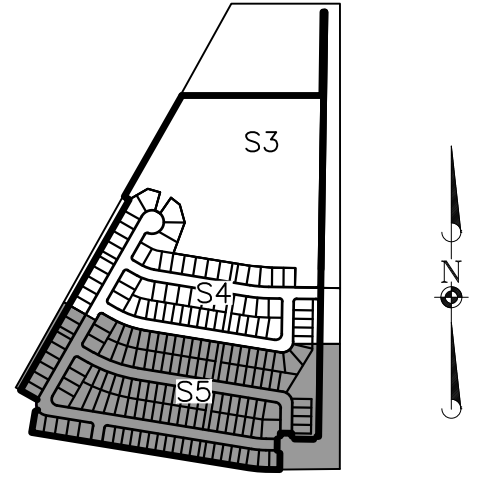
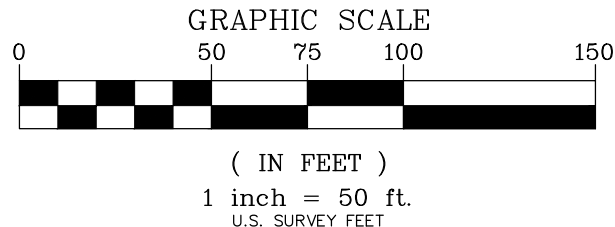
FOR REVIEW ONLY

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NOTE: ALL DIMENSIONS SHOWN
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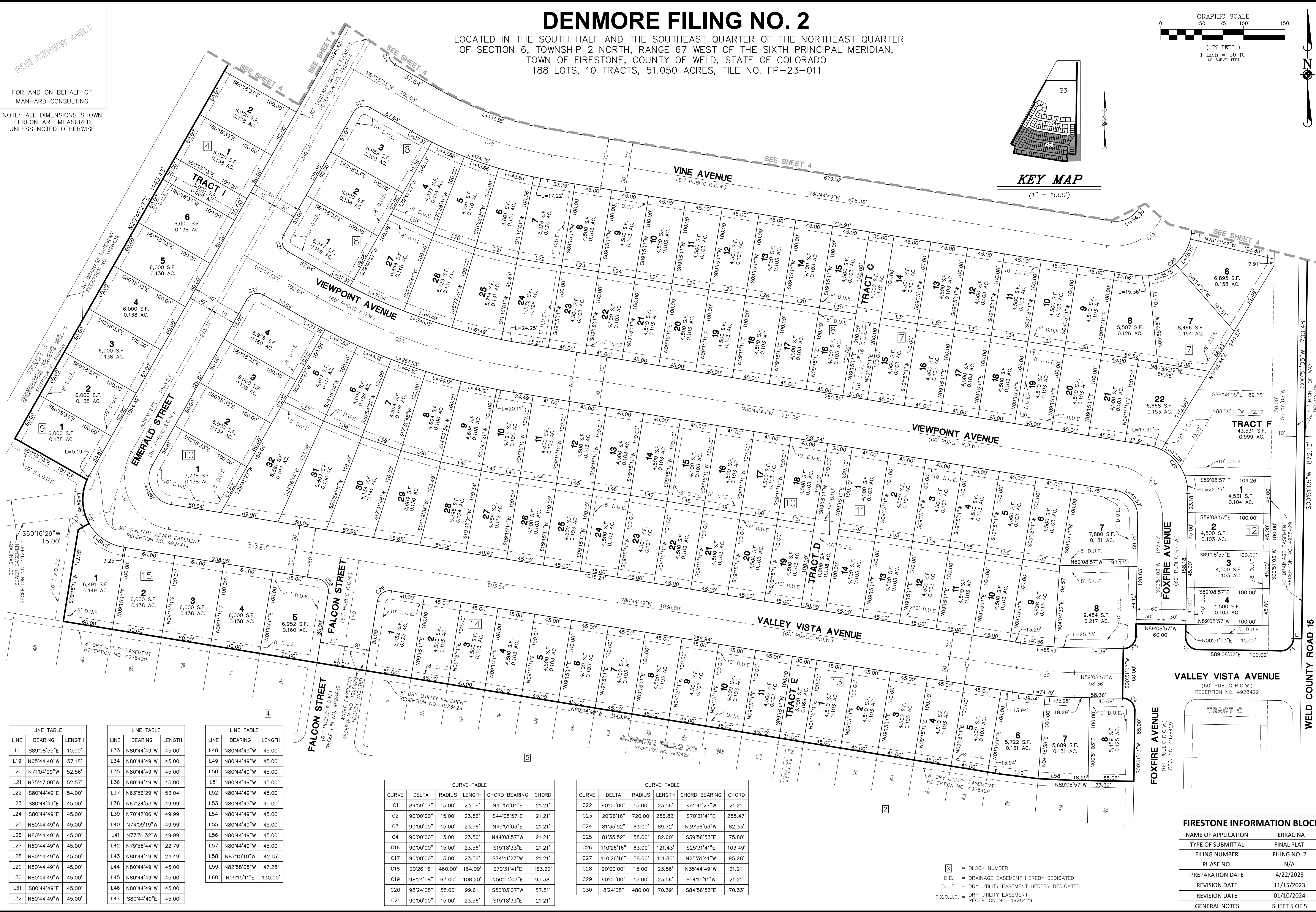
DENMORE FILING NO. 2

LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
188 LOTS, 10 TRACTS, 51.050 ACRES, FILE NO. FP-23-011



KEY MAP

(1" = 1000')



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°08'55"E	10.00'
L19	N65°44'40"W	57.18'
L20	N71°04'29"W	52.56'
L21	N75°47'00"W	52.57'
L22	S80°44'49"E	54.00'
L23	S80°44'49"E	45.00'
L24	S80°44'49"E	45.00'
L25	N80°44'49"W	45.00'
L26	N80°44'49"W	45.00'
L27	N80°44'49"W	45.00'
L28	N80°44'49"W	45.00'
L29	N80°44'49"W	45.00'
L30	N80°44'49"W	45.00'
L31	S80°44'49"E	45.00'
L32	N80°44'49"W	45.00'

LINE TABLE		
LINE	BEARING	LENGTH
L33	N80°44'49"W	45.00'
L34	N80°44'49"W	45.00'
L35	N80°44'49"W	45.00'
L36	N80°44'49"W	45.00'
L37	N63°56'29"W	53.04'
L38	N67°24'53"W	49.99'
L39	N70°47'06"W	49.99'
L40	N74°09'19"W	49.99'
L41	N77°31'32"W	49.99'
L42	N79°58'44"W	22.79'
L43	N80°44'49"W	24.49'
L44	N80°44'49"W	45.00'
L45	N80°44'49"W	45.00'
L46	N80°44'49"E	45.00'
L47	S80°44'49"E	45.00'

LINE TABLE		
LINE	BEARING	LENGTH
L48	N80°44'49"W	45.00'
L49	N80°44'49"W	45.00'
L50	N80°44'49"W	45.00'
L51	N80°44'49"W	45.00'
L52	N80°44'49"W	45.00'
L53	N80°44'49"W	45.00'
L54	N80°44'49"W	45.00'
L55	N80°44'49"W	45.00'
L56	N80°44'49"W	45.00'
L57	N80°44'49"W	45.00'
L58	N87°10'10"W	42.15'
L59	N82°58'05"W	47.28'
L60	N09°15'11"E	130.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°59'57"	15.00'	23.56'	N45°31'04"E	21.21'
C2	90°00'00"	15.00'	23.56'	S44°08'57"E	21.21'
C3	90°00'00"	15.00'	23.56'	N45°51'03"E	21.21'
C4	90°00'00"	15.00'	23.56'	N44°08'57"W	21.21'
C16	90°00'00"	15.00'	23.56'	S15°18'33"E	21.21'
C17	90°00'00"	15.00'	23.56'	S74°41'27"W	21.21'
C18	20°26'16"	460.00'	164.09'	S70°31'41"E	163.22'
C19	98°24'08"	63.00'	108.20'	N50°03'07"E	95.38'
C20	98°24'08"	58.00'	99.61'	S50°03'07"W	87.81'
C21	90°00'00"	15.00'	23.56'	S15°18'33"E	21.21'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C22	90°00'00"	15.00'	23.56'	S74°41'27"W	21.21'
C23	20°26'16"	720.00'	256.83'	S70°31'41"E	255.47'
C24	81°35'52"	63.00'	89.72'	N39°56'53"W	82.33'
C25	81°35'52"	58.00'	82.60'	S39°56'53"E	75.80'
C26	110°26'16"	63.00'	121.43'	S25°31'41"E	103.49'
C27	110°26'16"	58.00'	111.80'	N25°31'41"W	95.28'
C28	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C29	90°00'00"	15.00'	23.56'	S54°15'11"W	21.21'
C30	8°24'08"	480.00'	70.39'	S84°56'53"E	70.33'

[X] = BLOCK NUMBER
D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
E.X.D.U.E. = DRY UTILITY EASEMENT
RECEPTION NO. 4928429

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 2
PHASE NO.	N/A
PREPARATION DATE	4/22/2023
REVISION DATE	11/15/2023
REVISION DATE	01/10/2024
GENERAL NOTES	SHEET 5 OF 5

Manhard CONSULTING

7800 East Orchard Road, Suite 1600, Greenwood Village, CO 80111
303.738.0500 manhard.com
info@manhard.com
Water Resource Management | Construction Management

PROJ MGR: MAG

PROJ ASSOC: JAF

DRAWN BY: JAF

DATE: 04/22/23

SCALE: 1" = 50'

REVISIONS

NO.	DATE	DESCRIPTION
1	01/10/24	TOWN COMMENTS
2	11/27/23	TRACT REVISIONS & TOWN COMMENTS

Denmore Filing No. 2

Town of Firestone, County of Weld, State of Colorado

FINAL PLAT

RESOLUTION NO. 23-110

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 2 SUBDIVISION

WHEREAS, Denmore, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Denmore Filing No. 2” (the “Final Plat”); and

WHEREAS, Applicant intends to transfer the Property that is the subject of the Final Plat to Tri Pointe Homes Holdings, Inc., who intends to improve and/or develop the Property to allow for the construction of 188 dwellings (“Developer”), in accordance with the Final Plat and the proposed Subdivision Agreement; and

WHEREAS, after reviewing the evidence and argument presented at the Board of Trustees, the Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Firestone Development Code.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Denmore Filing No. 2 Subdivision Agreement and to accept financial guarantees for improvements to be constructed by Developer.

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

Section 1. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the final plat for Denmore Filing No. 2, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

(c) Applicant shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars, confirming Developer is the owner of the Property and is the proper signatory to the Final Plat.

(d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.

(e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.

(f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.

(g) Developer shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Denmore Filing No. 2 Subdivision Development Agreement between the Town of Firestone and Developer is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Denmore Filing No. 2 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Denmore Filing No. 2 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Denmore Filing No. 2
Final Plat

EXHIBIT B
Denmore Filing No. 2
Subdivision Development Agreement

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: March 13, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 24-33: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MTECH MECHANICAL TECHNOLOGIES GROUP INC FOR THE HVAC PREVENTIVE MAINTENANCE AT THE TOWN HALL, THE POLICE & MUNICIPAL COURT AND THE PUBLIC WORKS BUILDINGS

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

SUMMARY

This agreement is for preventive maintenance service on all HVAC systems in Town Facilities.

Services Performed at - Police and Municipal Court Building - 9900 Park Avenue

- Cooling and heating seasonal startup on HVAC equipment
- Cooling and heating mid-season inspection of HVAC equipment
- Annual belt changes on all equipment
- Quarterly filter changes on all rooftop units
- Annual power washing of condenser coils
- Annual replacement of condensate neutralizers on boilers and domestic water heaters
- Annual combustion analysis on boilers

Services Performed at - Town Hall - 9950 Park Avenue

- Cooling and heating seasonal startup on HVAC equipment
- Cooling and heating mid-season inspection on HVAC equipment
- Annual belt changes on the exhaust fans
- Quarterly filter changes on all rooftop units
- Annual power washing of condenser coils

Services Performed at - Public Works Building – 7500 Pine Cone Avenue

- Cooling and heating seasonal startup on HVAC equipment
- Cooling and heating mid-season inspection on HVAC equipment
- Annual belt changes on all equipment
- Quarterly filter changes on all fan coil units

- Annual power washing of condenser coils
- Lift rental for Fall tube heater service
- Annual replacement of limestone filter for water heater
- Fall and Winter testing of CO2 detection system

FINANCIAL CONSIDERATIONS

The agreement is not to exceed \$30,463.00.

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 2024 HVAC - MTech RESO
2. Vendor Services Contract MTech- Final (2)

RESOLUTION NO. 24-33

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND MTECH MECHANICAL TECHNOLOGIES GROUP INC FOR
HVAC PREVENTIVE MAINTENANCE AT TOWN HALL, THE POLICE &
MUNICIPAL COURT AND THE PUBLIC WORKS BUILDINGS**

WHEREAS, the Town of Firestone (“Town”) is in need of preventive maintenance services regarding the HVAC at Town Hall, the Police & Municipal Court and the Public Works Buildings; and

WHEREAS, Colorado MTech Mechanical Technologies Group Inc (“MTech”) having previously provided HVAC preventative maintenance services for the Town is familiar with the Town’s HVAC and thus uniquely qualified to provide the preventive maintenance services in a cost-effective manner; and

WHEREAS, it is thus in the Town’s best interest to have MTech perform the HVAC preventive maintenance services.

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

The Services Agreement between the Town of Firestone and MTech Mechanical Technologies Group Inc is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this __ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR SPECIAL EVENT VENDOR SERVICES

THIS AGREEMENT FOR VENDOR SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **MTECH MECHANICAL TECHNOLOGIES GROUP INC.** an independent contractor with a principal place of business at 12300 Pecos Street Westminster, Colorado 80234 ("Vendor") and provides services as follows:

I. SCOPE OF SERVICES

A. Vendor shall furnish and/or perform all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated.

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Vendor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. The Town may terminate this Agreement upon 30 days advance written notice. The Town shall pay Vendor for all work previously authorized and completed prior to the date of termination. If, however, Vendor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Vendor, the Town shall pay Vendor \$30,463. This amount shall include all fees, costs and expenses incurred by Vendor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Vendor shall submit an invoice, which shall be paid by the Town at the conclusion of services or within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Vendor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite professional licenses in good standing, required by law. The work and services to be performed by Vendor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. Because the Town has hired Vendor for its professional expertise, Vendor agrees not to employ sub Vendors to perform any work except as expressly set forth in the Scope of Services.

V. INDEPENDENT CONTRACTOR

A. Vendor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Vendor to perform work under the terms of this Agreement shall be,

and remain at all times, employees or agents of Vendor for all purposes. The Vendor shall make no representation that it is a Town employee for any purposes.

VI. INSURANCE

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

B. Vendor agrees to provide proof of insurance to the Town upon contract execution. The policy shall name the Town as additional insured for general liability.

C. Any Vendor not required by law to procure and maintain minimum insurance shall agree that the Town has no insurance coverage that would extend to the Vendor or sub Vendor or any other person performing duties for the Vendor pursuant to this Agreement.

VII. INDEMNIFICATION

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

VIII. CHANGE ORDERS

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

IX. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

-
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
 - D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
 - E. Modification. This Agreement may only be modified upon written Agreement of the Parties.
 - F. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, and employees.
 - G. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
 - H. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

**MTECH MECHANICAL TECHNOLOGIES
GROUP INC.**

By:



EXHIBIT A SCOPE OF SERVICES

Vendor's Duties During the term of this Agreement, Vendor shall perform the following duties, as directed by the Town: **Facilities Serviced**

- Police and Municipal Court Building - 9900 Park Avenue
- Town Hall - 9950 Park Avenue
- Public Works Building – 7500 Pine Cone Avenue

Services Performed at - Police and Municipal Court Building - 9900 Park Avenue

- Cooling and heating seasonal startup on HVAC equipment
- Cooling and heating mid-season inspection on HVAC equipment
- Annual belt changes on all equipment
- Quarterly filter changes on all rooftop units
- Annual power washing of condenser coils
- Annual replacement of condensate neutralizers on boilers and domestic water heaters
- Annual combustion analysis on boilers

Services Performed at - Town Hall - 9950 Park Avenue

- Cooling and heating seasonal startup on HVAC equipment
- Cooling and heating mid-season inspection on HVAC equipment
- Annual belt changes on the exhaust fans
- Quarterly filter changes on all rooftop units
- Annual power washing of condenser coils

Services Performed at - Pubic Works Building – 7500 Pine Cone Avenue

- Cooling and heating seasonal startup on HVAC equipment
- Cooling and heating mid-season inspection on HVAC equipment
- Annual belt changes on all equipment
- Quarterly filter changes on all fan coil units
- Annual power washing of condenser coils
- Lift rental for Fall tube heater service
- Annual replacement of limestone filter for water heater
- Fall and Winter testing of CO2 detection system

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: March 13, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-37: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-37.

SUMMARY

The property owner requests a sixth extension to record the Firelight Park Minor Subdivision Plat (Plat). The Firelight Park subdivision is located at the northeast corner of Fairview Street and Highway 119. This 94-day extension will result in an expiration date that is two years from the original approval date. This will give the property owner more time to obtain the lender's Letter of Credit surety for public improvements.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

- On July 13, 2022, the Board of Trustees approved Resolution 22-79, approving the Firelight Park Minor Subdivision Plat.
- On October 26, 2022, the Board of Trustees approved Resolution 22-112, approving the first extension to record the Plat.
- On February 8, 2023, the Board of Trustees approved Resolution 23-25, approving the second extension to record the Plat.
- On June 14, 2023, the Board of Trustees approved Resolution 23-68, approving the third extension to record the Plat.
- On September 13, 2023, the Board of Trustees approved Resolution 23-94, approving the fourth extension to record the Plat.
- On January 10, 2024, the Board of Trustees approved Resolution 24-10, approving the fifth extension to record the Plat.

ATTACHMENTS

1. Resolution 24-37
2. Firelight Park Nonresidential Minor Plat
3. 22-79 Approving Minor Subdivision Plat & Accepting Property Interests for Certain Real Property

RESOLUTION NO. 24-37

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 22-79, dated July 13, 2022, approved the Firelight Park Minor Subdivision Plat (the “Minor Plat”), submitted by Fire Voyage Ventures LLC (“Applicant”), as owner of certain real property located within Firelight Park (the “Property”); and

WHEREAS, on October 26, 2022, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to February 13, 2023; and

WHEREAS, on February 8, 2023, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to June 13, 2023; and

WHEREAS, on June 14, 2023, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to September 13, 2023; and

WHEREAS, on September 13, 2023, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to December 12, 2023; and

WHEREAS, on January 10, 2024, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to April 10, 2024; and

WHEREAS, Applicant has requested again that the Board of Trustees extend the date of approval of the Minor Plat for a period of ninety-four (94) days to July 13, 2024; and

WHEREAS, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny a sixth extension of time.

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

Section 1. The Board of Trustees hereby approves a ninety-four-day extension for the Firelight Park Minor Subdivision Plat to July 13, 2024, having an effective date of March 13, 2024, but subject to the following conditions:

(a) All conditions of the original Firelight Park Minor Subdivision Plat approval from July 13, 2022, as set out in Resolution No. 22-79, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by July 13, 2024, the Firelight Park Minor Subdivision Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Any delay or lapse between the adoption of this resolution and the effective extension date set forth in Section 1(b) of Resolution No. 24-10 shall not be deemed to be a condition of default by Applicant under Resolution No. 24-10 or to render the Firelight Park Minor Subdivision Plat null and void.

Section 3. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Minor Subdivision Plat, and the extension thereof, as provided by Resolution No. 22-79, Resolution No. 22-112, Resolution No. 23-25, Resolution No. 23-68, Resolution No. 23-94, Resolution No. 24-10, and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 13th day of March 2024.

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park Minor Subdivision Plat

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011

DEDICATION AND OWNERSHIP STATEMENT

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794,
RECORDED AT RECEPTION NO. 2789721,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LESS ROADS

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 2" ALUMINUM CAP STAMPED "1994 LS 25937" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP (ILLEGIBLE). SAID WEST LINE BEARS NORTH 00°44'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING SOUTH 89°29'45" EAST 1195.75 FEET;

THENCE SOUTH 00°45'54" WEST 2522.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 87°20'30" WEST 1196.69 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 2588.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,053,816 SQUARE FEET, OR 70.11 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK MINOR SUBDIVISION PLAT. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER: FIRELIGHT PARK COMMERCIAL METROPOLITAN DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER: FIRELIGHT DEVELOPMENT, INC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

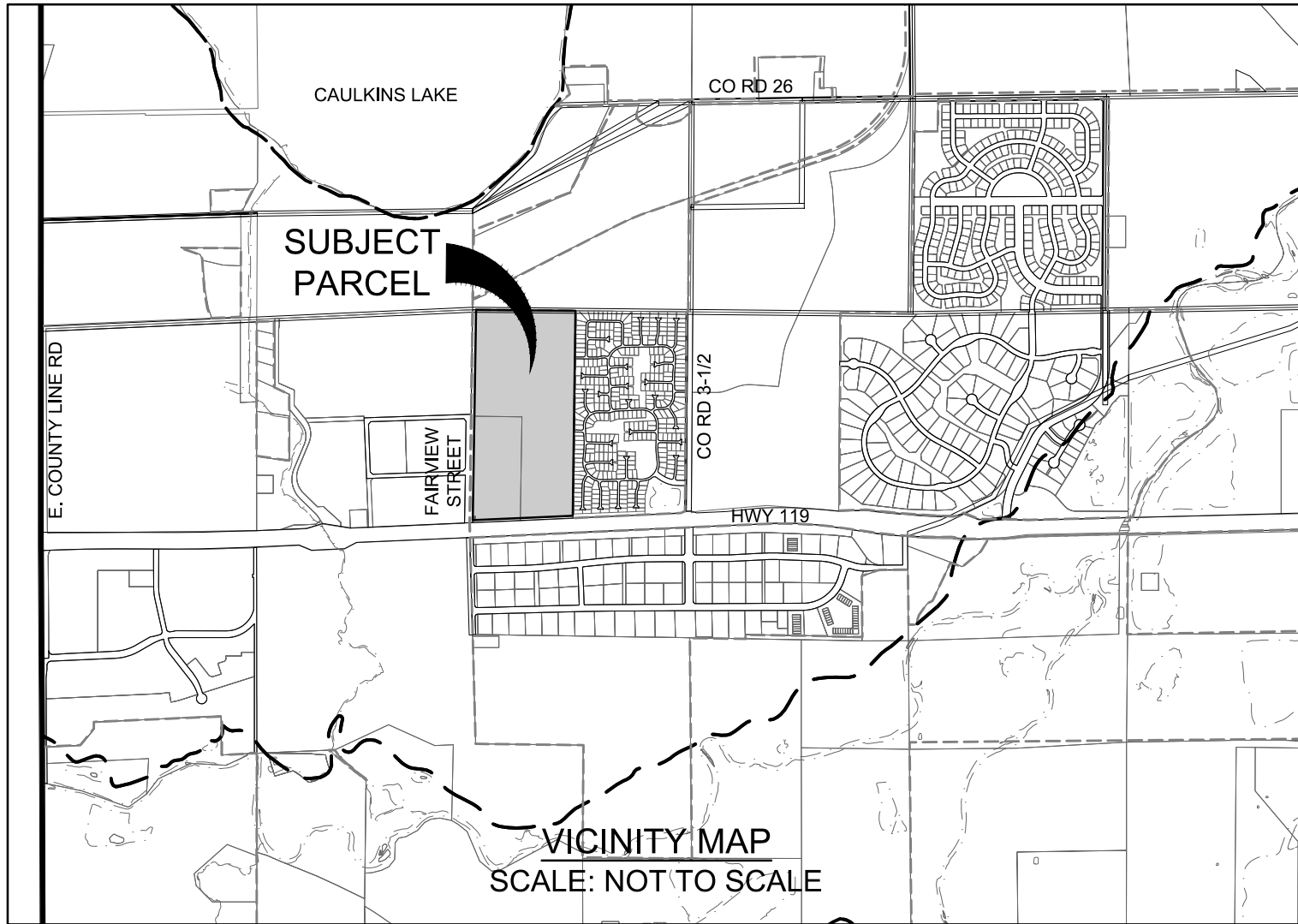
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER:
VOYAGE VENTURES, LLC
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

SURVEYOR:
ATWELL, LLC
143 UNION BLVD, SUITE 700
LAKEWOOD, COLORADO 80228



SURVEYOR'S CERTIFICATE:

I, VLADISLAV SKREJEV, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON 03/06/2021, REVIEWED BY ME AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____



VLADISLAV SKREJEV, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38705

FOR AND ON BEHALF OF ATWELL, LLC

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 CERTIFICATE SHOWN HEREON.

TITLE VERIFICATION CERTIFICATE

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PUBLIC ACCESS EASEMENT

A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, STREETS, WALKWAYS, DRIVEWAYS, AND PARKING AREAS UPON OR WITHIN THE DESIGNATED ACCESS EASEMENT ON LOTS 1-4 AND OVER THE ENTIRETY OF TRACT A, TRACT C, AND TRACT E OF THE FIRELIGHT PARK NON-RESIDENTIAL MINOR PLAT FOR THE PURPOSE OF VEHICLE AND PEDESTRIAN INGRESS AND EGRESS AND PARKING OF VEHICLES, AT ANY TIME FROM TIME TO TIME, BY MEMBERS OF THE PUBLIC.

NOTE: THE 20-FOOT IRRIGATION IN TRACT D & THE 5-FOOT IRRIGATION EASEMENTS IN TRACT F ARE FOR NON-POTABLE IRRIGATION MAINS AND WILL BE MAINTAINED BY THE FIRELIGHT COMMERCIAL METRO DISTRICT.

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PLAT IS TO BE KNOWN AS FIRELIGHT PARK MINOR SUBDIVISION PLAT AND IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____, PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, HELD ON THE _____ DAY OF _____, 20____.

MAYOR

ATTEST

TOWN CLERK

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACTS IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION.

FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ DATE: _____

(NOTARIZED SIGNATURE)

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS

APPROVAL SET - 05/26/2023

SHEET

1

OF 3

FILE NO. 18003353 MINOR SUB

DATE 12/08/20

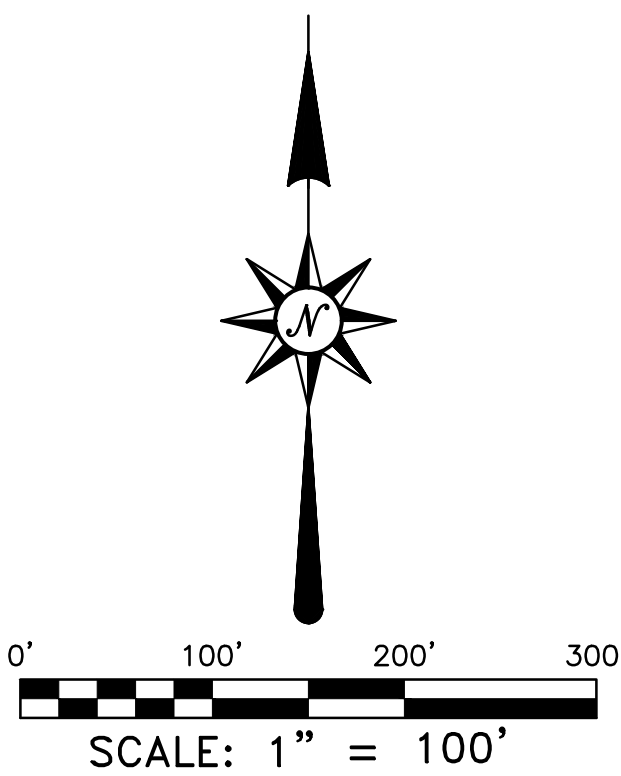
DRAWN BY TWK

CHECK BY VS

JOB NO. 18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH ORANGE PLASTIC CAP "ATWELL PLS 38705"
	EXISTING PRODUCING OIL/GAS WELL
	EXISTING DRY & ABANDONED OIL/GAS WELL

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	5.08 AC.	7.23
TRACTS	64.58 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.65 AC.	OPEN SPACE/UTILITIES/ DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38 AC.	OPEN SPACE/ACCESS/ UTILITIES/DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
C	1.27 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
D	45.65 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNER	OWNER
E	0.79 AC.	OPEN SPACE/ LANDSCAPE BUFFER	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
F	11.85 AC.	ACCESS/UTILITIES	OWNER	OWNER

WELL CHART		
WELL #	API #	STATUS
9	123-41524	PRODUCING
10	123-41517	PRODUCING
11	123-41520	PRODUCING
12	123-41525	PRODUCING
13	123-41518	PRODUCING
14	123-41519	PRODUCING
15	123-41521	PRODUCING
16	123-41523	PRODUCING
17	123-41522	PRODUCING
18	123-41666	PRODUCING
19	123-41667	DRY & ABANDONED

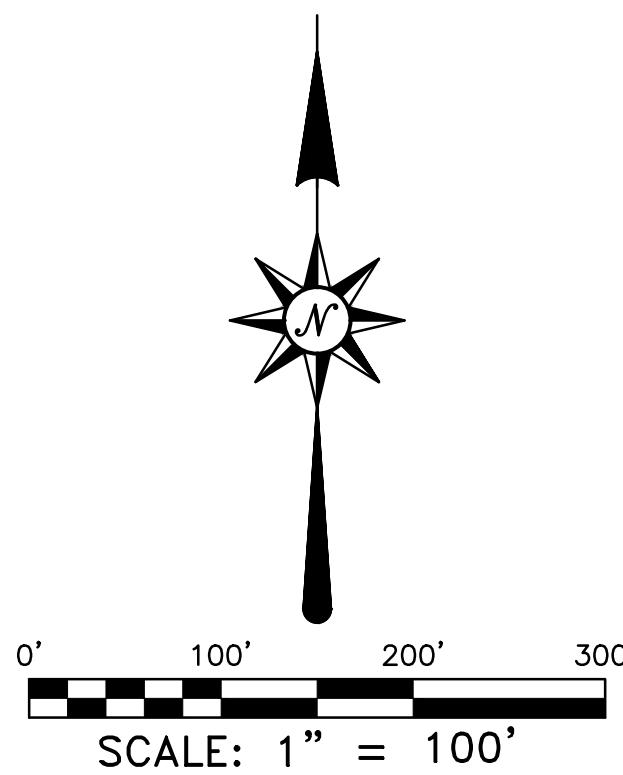


REVISIONS	
APPROVAL SET -	05/26/2023

SHEET	2
OF	3
FILE NO.	18003353
DATE	12/08/20
DRAWN BY	TWK
CHECK BY	VS
JOB NO.	18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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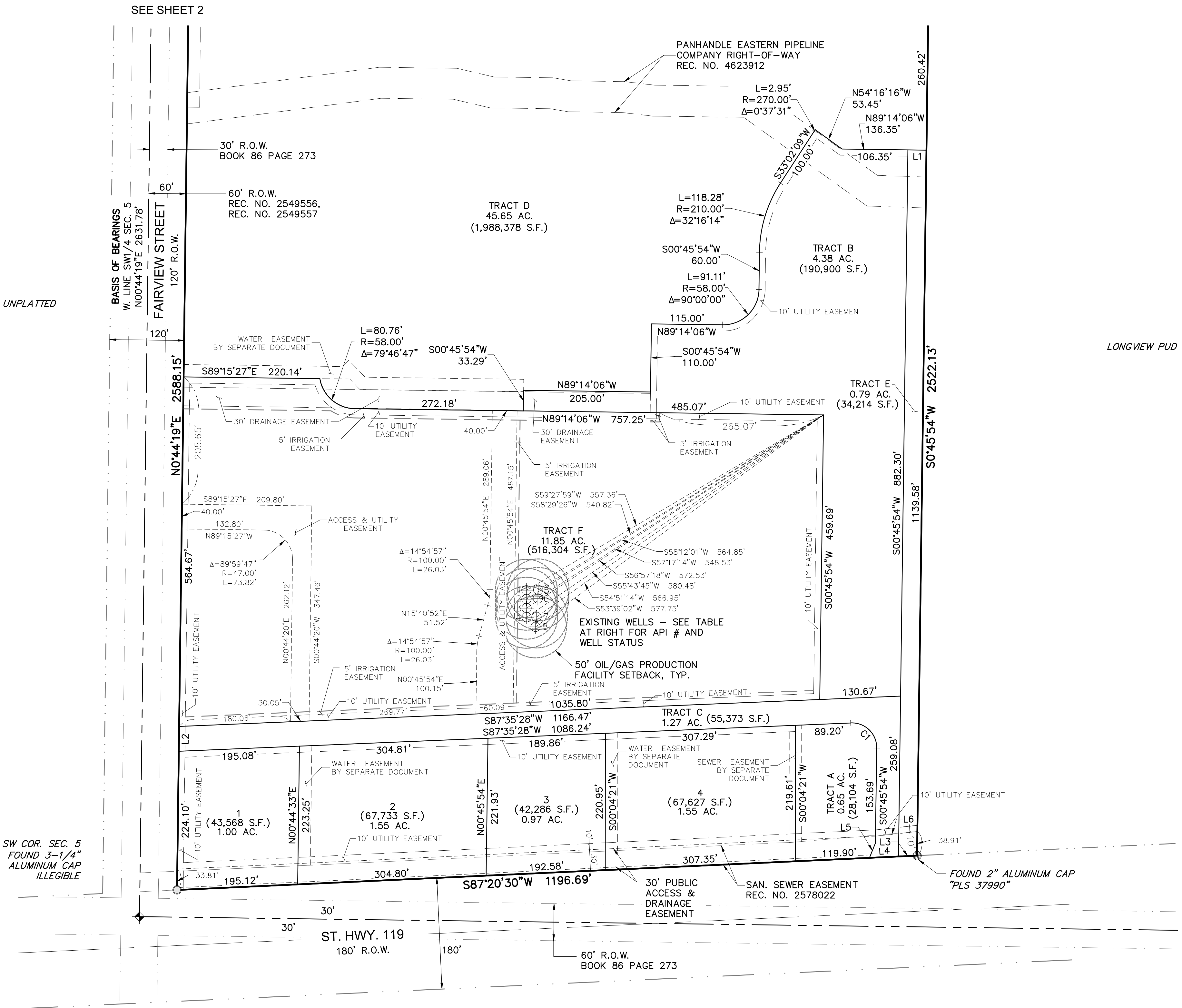


LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH ORANGE PLASTIC CAP "ATWELL PLS 38705"
	EXISTING PLUGGED & ABANDONED OIL/GAS WELL

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	46.90'
L5	N22°09'51"E	25.53'
L6	N83°44'22"E	67.09'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	93°42'54"	40.00'	65.43'

WELL CHART		
WELL #	API #	STATUS
1	123-26695	PLUGGED/ABANDONED
2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED



**ATWELL**
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS	
APPROVAL SET - 05/26/2023	

SHEET
3
OF 3

FILE NO. 18003353 MINOR SUB
DATE 12/08/20
DRAWN BY TWK
CHECK BY VS
JOB NO. 18003353

RESOLUTION NO. 22-79

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT;
AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE
MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY
LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION PLAT;
AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT
PERTAINING TO THE FIRELIGHT PARK MINOR SUBDIVISION PLAT**

WHEREAS, Voyage Ventures LLC (“Applicant”), as owner of certain real property located within Firelight Park (the “Property”), has submitted a proposed minor plat for the Property, entitled “Firelight Park Minor Subdivision Plat” (the “Minor Plat”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed Minor Plat on June 16, 2022, rendered a decision recommending approval of the Minor Plat with two (2) conditions as more fully set forth in PC-22-08, dated June 16, 2022; and

WHEREAS, on July 13, 2022, the Board of Trustee conducted a public hearing on the proposed Minor Plat; and

WHEREAS, after reviewing the evidence and argument presented at the Board of Trustees, the Board of Trustees finds the proposed Minor Plat to be in substantial compliance with the technical requirements of the Firestone Development Code; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Firelight Park Minor Subdivision Plat Subdivision Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

Section 1. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the Firelight Park Minor Subdivision Plat, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Firelight Park Minor Subdivision Plat shall be made to the Town’s satisfaction.

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

Section 3. The Firelight Park Minor Subdivision Plat Subdivision Development Agreement between the Town of Firestone and Voyage Ventures LLC is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the Firelight Park Minor Subdivision Plat are hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the Firelight Park Minor Subdivision Plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Minor Subdivision Plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this 13th day of July, 2022.

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk



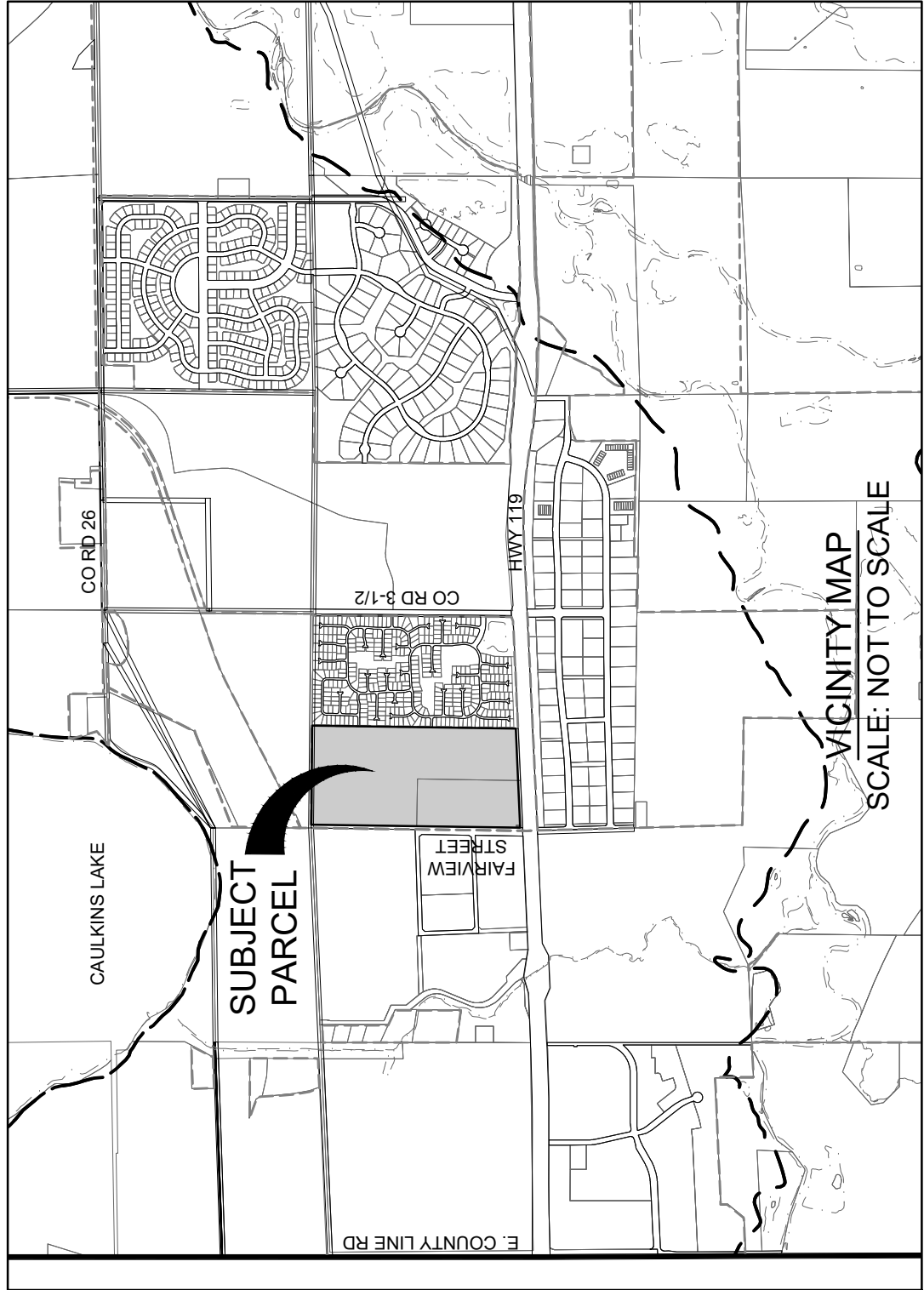
APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park Minor Subdivision Plat

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



DEDICATION AND OWNERSHIP STATEMENT

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794,

RECORDED AT RECEPTION NO. 2768721,

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LESS ROADS

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 2" ALUMINUM CAP STAMPED "1994 LS 25937" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP (ILLEGIBLE). SAID WEST LINE BEARS NORTH 00°44'33" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING SOUTH 89°29'45" EAST 1195.75 FEET;

THENCE SOUTH 00°45'54" WEST 2522.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- SOUTH 87°16'21" WEST 677.75 FEET;
- SOUTH 87°16'24" WEST 268.13 FEET;
- SOUTH 87°35'28" WEST 311.06 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 2591.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,053,725 SQUARE FEET, OR 70.10 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK MINOR SUBDIVISION PLAT. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER:

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

ATTEST: _____

STATE OF COLORADO }
COUNTY OF WELD } ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PLAT IS TO BE KNOWN AS FIRELIGHT PARK MINOR SUBDIVISION PLAT AND IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____, PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, HELD ON THE _____ DAY OF _____, 20____.

MAYOR _____

ATTEST _____

TOWN CLERK _____

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACTS IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION.

FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ (NOTARIZED SIGNATURE) DATE: _____

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO }
COUNTY OF WELD } ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

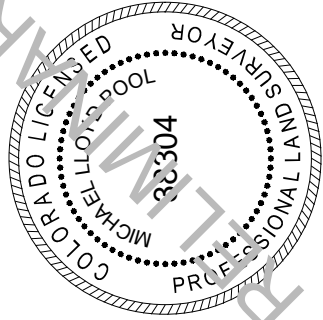
OWNER/SUBDIVIDER:
VOYAGE VENTURES, LLC
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

SURVEYOR:
ATWELL, LLC
143 UNION BLVD. SUITE 700
LAKEWOOD, COLORADO 80228

SURVEYOR'S CERTIFICATE:

I, MICHAEL LLOYD POOL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY OF THE LAND SHOWN HEREON, AND THAT THE SAME IS IN ACCORDANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____



MICHAEL LLOYD POOL, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38304
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOUR 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 CERTIFICATE SHOWN HEREON.

TITLE VERIFICATION CERTIFICATE

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

REVISIONS

REVISED	06/28/2021
REVISED	05/08/2021
REVISED	10/14/2021
REVISED	01/03/2022
REVISED	03/01/2022

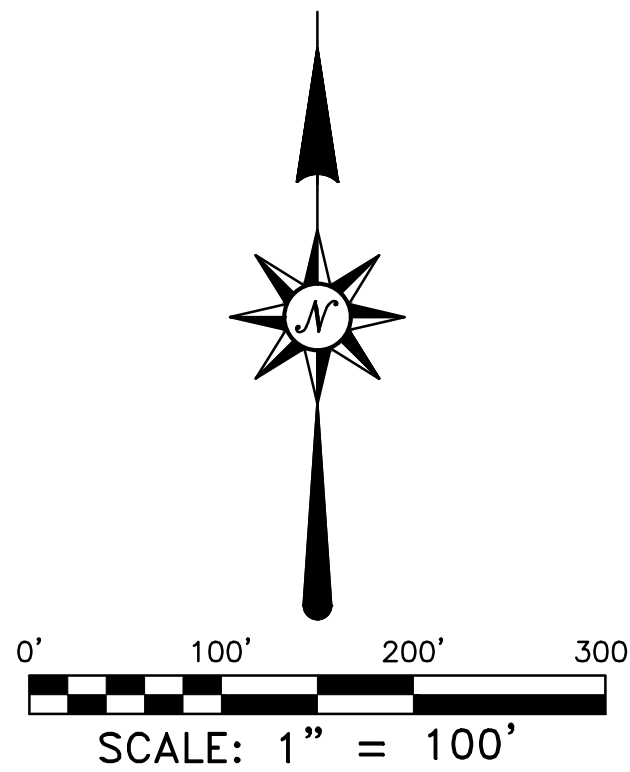
SHEET
1
OF 3



FILE NO.	NO. 18003353
DATE	12/08/20
DRAWN BY	TWC
CHECK BY	MJP
JOB NO.	18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- EXISTING LOT LINE TO BE VACATED
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION CORNER, AS NOTED
- FOUND MONUMENT, AS NOTED
- SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
- EXISTING PRODUCING OIL/GAS WELL
- EXISTING DRY & ABANDONED OIL/GAS WELL

LAND SUMMARY CHART

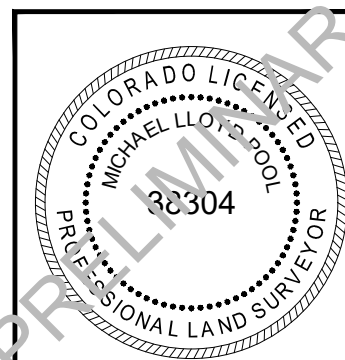
TYPE	AREA	% OF TOTAL AREA
LOTS	5.07 AC.	7.23
TRACTS	64.59 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

TRACT SUMMARY CHART

TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.55 AC.	OPEN SPACE/UTILITIES/DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38	OPEN SPACE/ACCESS/UTILITIES/DETENTION	OWNER	OWNER
C	1.26 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
D	45.65 AC.	FUTURE RESIDENTIAL DEVELOPMENT	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
E	0.79 AC.	OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
F	11.85 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT

WELL CHART

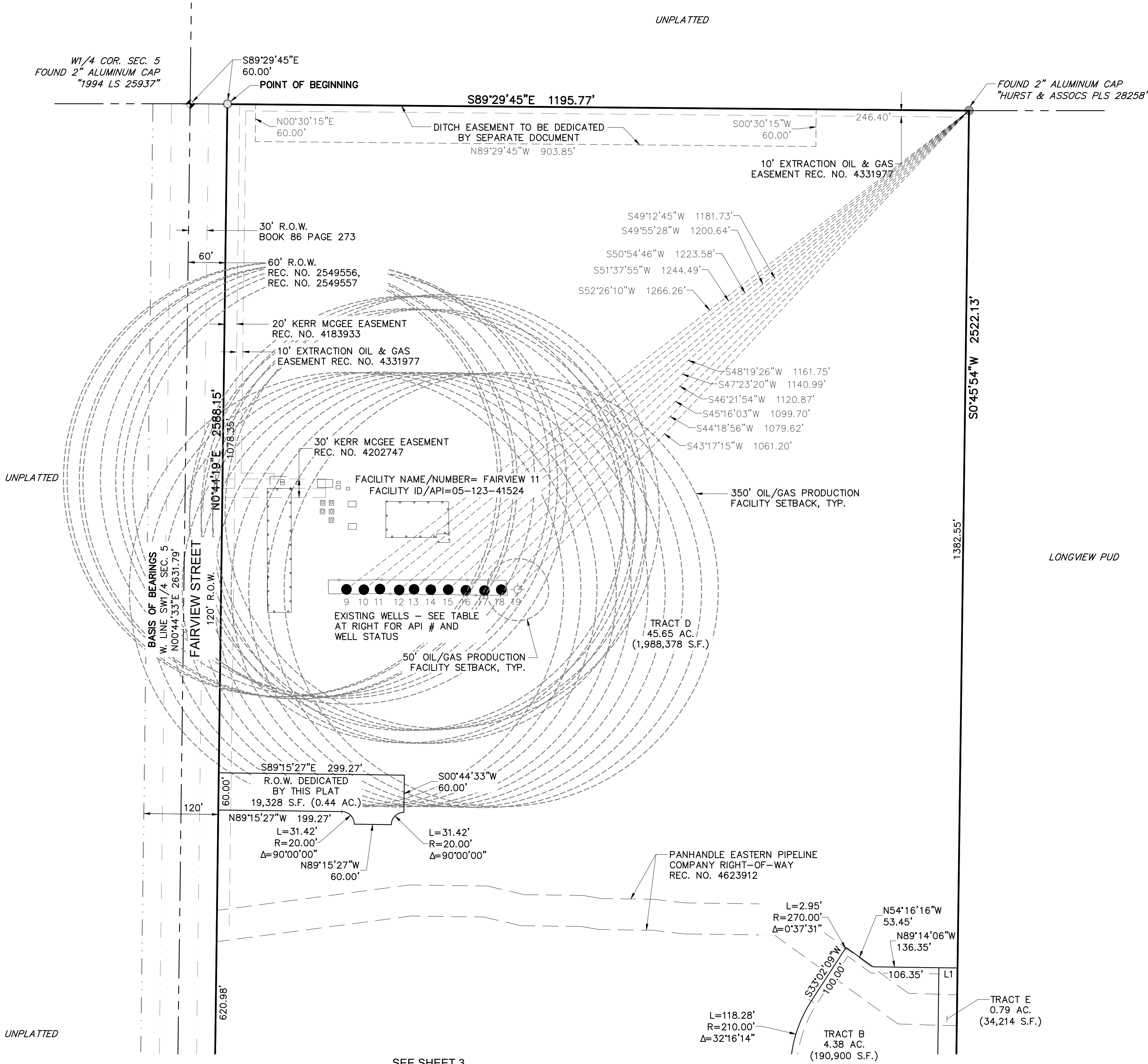
WELL #	API #	STATUS
9	123-41524	PRODUCING
10	123-41517	PRODUCING
11	123-41520	PRODUCING
12	123-41525	PRODUCING
13	123-41518	PRODUCING
14	123-41519	PRODUCING
15	123-41521	PRODUCING
16	123-41523	PRODUCING
17	123-41522	PRODUCING
18	123-41666	PRODUCING
19	123-41667	DRY & ABANDONED



REVISIONS
REVISED 04/30/2021
REVISED 05/06/2021
REVISED 10/14/2021
REVISED 01/03/2022
REVISED 03/01/2022

SHEET
2
OF 3

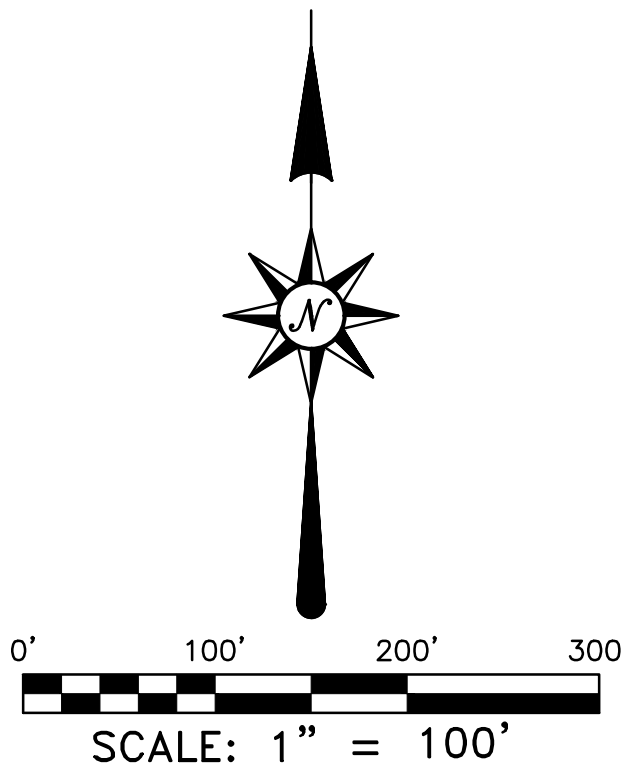
FILE NO. 18003353 MINOR SUB
DATE 12/08/20
DRAWN BY TWK
CHECK BY MLP
JOB NO. 18003353



SEE SHEET 3

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



LEGEND

	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
	EXISTING PLUGGED & ABANDONED OIL/GAS WELL

LINE DATA TABLE

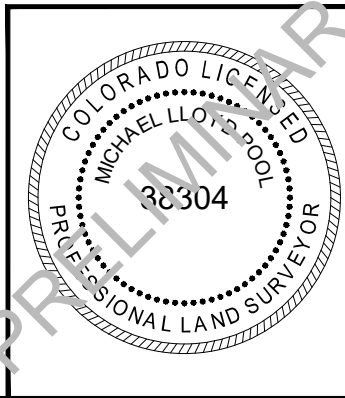
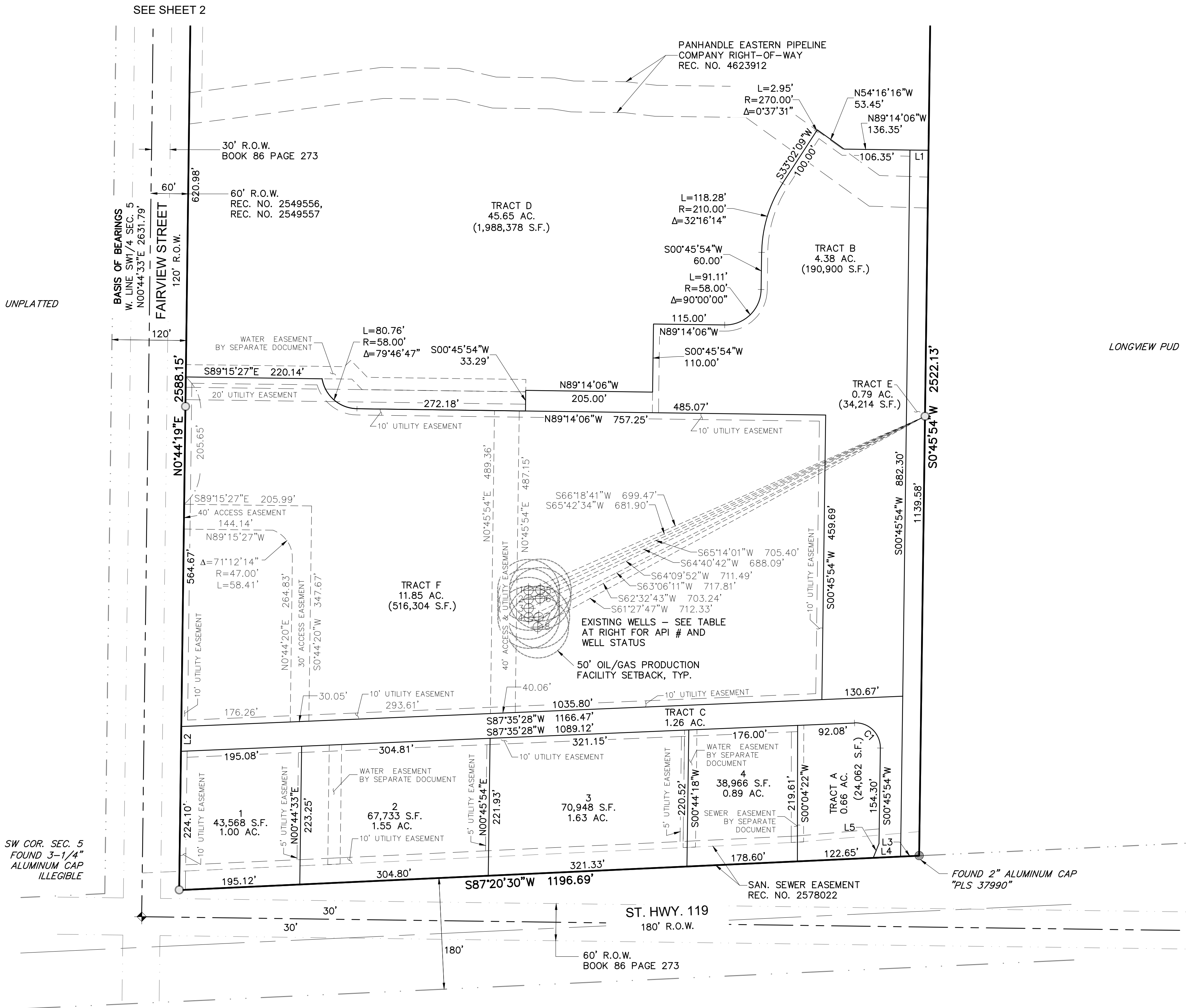
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	44.14'
L5	N22°09'51"E	24.85'

CURVE DATA TABLE

CURVE #	DELTA	RADIUS	LENGTH
C1	93°10'27"	40.00'	65.05'

WELL CHART

WELL #	API #	STATUS
1	123-26695	PLUGGED/ABANDONED
2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED



ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS		SHEET 3 OF 3
REVISED	04/30/2021	
REVISED	05/08/2021	
REVISED	10/14/2021	
REVISED	01/03/2022	
REVISED	03/01/2022	
FILE NO. 18003353 MINOR SUB		
DATE 12/08/20		
DRAWN BY TWK		
CHECK BY MLP		
JOB NO. 18003353		

EXHIBIT B
Firelight Park Minor Subdivision Plat
Subdivision Development Agreement

**{FINAL PLAT NAME}
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as “Firestone” or “Town,” and **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for {Final Plat Name} (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat

dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, “Public Improvements” and “Common Facilities”) and as described in “Exhibit B” attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements (“Standards and Specifications”), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to

construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone’s current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone’s current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone’s current Standards and Specifications or Development Code.

G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.
4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to

United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Firestone.

M. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications approved by the St. Vrain Sanitation District.

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner’s actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.
5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be

maintained by the Owner, {HOA Name} (“HOA”), {Metro District Name}, maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.

7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code (“Code”) prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete "as-built" drawings in a form as defined in Firestone's current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Initial Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required

within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No “Certificate of Occupancy” will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. Maintenance of Improvements

For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after

receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

- a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common

Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**

Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

- i. The Owner has not transferred title to any portion of the

- Development.
- ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.
- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so

long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

{Describe major on/off site transportation improvements}

B. Phasing Map ("Exhibit D")

The Development shall be constructed as outlined in “Exhibit D”. All Public Improvements within each phase shall be installed and operational as solely determined by the Town prior to the Town issuing building permits. Each Phase shall have two points of access, a looped water system, and shall have the appropriate sanitary sewer substantially completed and operational, as determined by the Town, prior to the issuance of any building permit for that Phase. No building permits may be issued within any subsequent phase until Public Improvements in the previous phase are installed and operational as solely determined by the Town.

C. Dedication of Open Space

Owner shall pay a fee in lieu of open space land dedication for {#} acres of open space. The fee in lieu payment is outlined in “Exhibit C.”

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct {Park, Landscape, Trail Improvements} on Tracts { } as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts { }.

E. Maintenance of Parks, Trails, Open Space and Landscaping

Tracts { } shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 16 of the Code.

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

I. Water

{Describe major on/off site water improvements}

J. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District (“Exhibit F”) shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.
2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such

documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman’s Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit,

action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

I. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Firestone:	Owner:
Town of Firestone	{Owner Name}
Town Manager	{Owner's Contact Name & Title}
P.O. Box 100	{Owner's Address}
Firestone, CO 80520	{Owner's City, State Zip Code}
William P. Hayashi	{Owner's Attorney Name}
Williamson and Hayashi, LLC	{Owner's Attorney's Firm}
1650 38 th Street, Suite 103	{Firm's Address}
Boulder, CO 80301	{Firm's City, State Zip Code}

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

O. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By: _____
 {Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by {Name}, as {Title} of {Owner Name}.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – {FINAL PLAT NAME} FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

{Final Plat Name} Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

- 1.

Reimbursements due Firestone:

- 1.

Reimbursements due Others:

- 1.

Fee In Lieu due Firestone:

- 1.

EXHIBIT D

Phasing Plan

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, _____ (name of subdivision), Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the _____ Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of \$300,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of _____, 20__.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, {Final Plat Name}, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the {Final Plat Name} subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the {Final Plat Name} Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising {Final Plat Name}. There may be ongoing oil and gas operation and production of oil and gas within {Final Plat Name}, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of {Final Plat Name}. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within {Final Plat Name}, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising {Final Plat Name}. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within {Final Plat Name} and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within {Final Plat Name} will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within {Final Plat Name} to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within {Final Plat Name}.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in {Final Plat Name}, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Presentation

Meeting Date: March 13, 2024

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Victim Advocate Services Report

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Presentation

Meeting Date: March 13, 2024

Initiated By:

Department: Police

AGENDA ITEM

Police Department Annual Report

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: March 13, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

PUBLIC HEARING: Resolution 24-34: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2023 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2023

RECOMMENDATION

Staff recommends approval of Resolution 24-34

SUMMARY

This budget amendment is to reflect the transfer of reserved funds from the General Fund into the Capital Projects Fund that will be transferred back to the General Fund in 2024, as well as the transfer of reserved funds for the purpose of funding the Firestone BLVD Repairs that were completed in 2023. In addition, this amendment is requesting new appropriations for the Firestone BLVD Repairs and for the retirement of the 2022 Water Revenue Bonds.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The 2023 budget was approved on November 16, 2022.

ATTACHMENTS

1. 2023 Budget Amendment Resolution_2

RESOLUTION NO. 2024 - 34

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2023 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2023.

WHEREAS, on November 16, 2022 the Board of Trustees of the Town of Firestone (“Town”) adopted the Town’s 2023 budget (“Budget”); and

WHEREAS, as required by law the Town has published notice of and held a public hearing regarding the proposed supplemental appropriations; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town to adopt this resolution amending the Budget and appropriations for the Budget’s General Fund, Capital Projects Fund and Water Fund for the purposes as set forth in Exhibit A.

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

The supplemental appropriations for the Town of Firestone’s 2023 Budget and modifications to the Budget’s General Fund, Capital Projects Fund and Water Fund balances, as more specifically set forth in Exhibit A, which is attached hereto and made a part of this resolution, are hereby adopted and approved. The Town’s Finance Director is directed to effectuate the necessary transfers to comply with the approved supplemental appropriations and to file a certified copy of this resolution with the Division of Local Government.

INTRODUCED, READ AND ADOPTED this 13th day of March, 2024.

TOWN OF FIRESTONE, COLORADO

By: _____
Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

	2023 Original Budget	Budget Modification	2023 Amended Budget
GENERAL FUND			
Transfer Out	-	(82,335)	(82,335)
<i>Purpose: To record the Transfer out of Occupation Tax revenue into the Capital Projects Fund</i>			
Transfer Out	-	(82,907)	(82,907)
<i>Purpose: To record the Transfer out of Metro District Mills revenue into the Capital Projects Fund</i>			
Transfer Out	-	(250,000)	(250,000)
<i>Purpose: To record the Transfer out of Metro District Mills revenue into the Capital Projects Fund for Firestone BLVD Repair Project</i>			
Transfer Out	-	(507,647)	(507,647)
<i>Purpose: To record the Transfer out of the Working Reserve funds into the Capital Projects Fund for Firestone BLVD Repair Project</i>			
Transfer In	36,120	93,195	129,315
<i>Purpose: To record the transfer from the Water Fund</i>			
CAPITAL PROJECTS FUND			
Capital Outlay	-	757,647	757,647
<i>Purpose: To appropriate funds transferred from the General Fund for the Firestone BLVD Repair Project</i>			
Transfer In	-	922,889	922,889
<i>Purpose: To record the transfer from the General Fund</i>			
Transfer In	-	275,595	275,595
<i>Purpose: To record the transfer from the Firestone Urban Renewal Authority - Big Horn</i>			
WATER FUND			
Debt and Interest Payments	(2,853,000)	(21,220,854)	(24,073,854)
<i>Purpose: To appropriate funds to retire the 2022 Water Revenue Bonds</i>			
Transfer Out	(36,120)	(93,195)	(129,315)
<i>Purpose: To record the Transfer out of revenue into the General Fund for purpose of leased vehicles used by the Water Fund</i>			

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Discussion/Action

Meeting Date: March 13, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 24-35: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF FIRESTONE AND HYPERFIBER LLC.

RECOMMENDATION

Town staff recommends approval of this resolution.

SUMMARY

This resolution is to enter into a non-exclusive master license agreement for fiber networks with HyperFiber LLC to provide internet service. HyperFiber approached the Town in January with the desire to build in Firestone. In February, their Board approved the build for Firestone and other municipalities in the Denver area, which could include Arvada, Westminster, Louisville, Lafayette, Reunion, Montbello, Green Valley Ranch, Fort Lupton, Dacono, Frederick, Firestone, Rolling Hills, Todd Creek, Brighton, North Thornton, and Niwot.

The Agreement includes requirements for equipment placement in rights-of-way, obtaining required permits, and damage restoration per Town regulations.

HyperFiber is headquartered in St. Louis, Missouri, offering broadband internet services in Colorado.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

In 2018, the Board of Trustees identified broadband as a community need by seeking to overturn the restrictions SB-152 places on local government. In April 2018, Firestone voters approved local authorities for broadband services.

On June 8, 2022, the Board of Trustees approved Resolution 22-74, a Master License Agreement with Highline Colo. The Town currently has Non-exclusive Agreements with Comcast and Highline to install and provide Fiber Networks to Firestone customers.

In 2023, the Town was designated as a Broadband Ready Certified Community, recognized by the Colorado Broadband office for taking proactive steps to encourage broadband in Firestone.

ATTACHMENTS

1. HyperFiber Background
2. Hyperfiber LLC Master License Agreement RESO
3. Master License Agreement - HyperFiber 2-2024



HyperFiber™ is headquartered in St. Louis, Missouri. HyperFiber™ Holdco, LLC, is a Delaware limited liability company ("Holdco"). Our corporate address is 400 Chesterfield Center, Suite 600, Chesterfield, Missouri 63107.

We own and operate fiber to the home internet service networks in Florida and Arkansas with regional offices in Bonita Springs (Ft. Myers) Florida and Bryant (Little Rock) Arkansas.

HyperFiber™ proposes to offer competitive local exchange broadband internet services across Colorado. Specifically, the cities of Arvada, Westminster, Louisville, Lafayette, Reunion, Montbello, Green Valley Ranch, Fort Lupton, Dacono, Frederick, Firestone, Rolling Hills, Todd Creek, Brighton, North Thornton, and Niwot.

HyperFiber™ is privately funded and will not be seeking any additional investment to finance its operations in Colorado. HyperFiber™ is currently investing over \$100M between markets in Florida and Arkansas to bring High Speed Fiber-optic connectivity to these communities.

HyperFiber's proposed internet services will allow customers to obtain very competitive services and rates. Customers will benefit from HyperFiber's industry experience and innovative offerings and billing options.

HyperFiber™ will provide high speed internet service utilizing the latest fiber optic technology. HyperFiber™ will provide bi-directional speeds up to 1,000 Mbps to its subscribers in the aforementioned cities in Colorado.

HyperFiber's management team is comprised of industry veterans from i3 Broadband, Metronet, Memphis Networkx, Nuvox, Brooks Fiber Properties, Visionary Broadband, Suddenlink, CountryWide Broadband, Core Express, and Williams Communication.

RESOLUTION NO. 24-35

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER
LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE
TOWN OF FIRESTONE AND HYPERFIBER LLC**

WHEREAS, HyperFiber LLC (“Hyperfiber”) is a fiber based telecommunications network which desires to install network and equipment in selected rights-of way to serve its customers within the Town of Firestone (“Town”); and

WHEREAS, the Town agrees to permit HyperFiber to install its network and equipment within the Town subject to a Master License Agreement which sets forth the terms and conditions of HyperFiber’s location, construction, operation, relocation and removal of its network and equipment.

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

The Non-Exclusive Master License Agreement for Fiber Networks between HyperFiber LLC and the Town of Firestone 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 ____ day of March, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of the 26th day of February 2024 (the "Effective Date"), and entered into by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **HYPERFIBER, LLC** (the "Company").

RECITALS

A. The Town is the owner of a property interest ("Property") for public right-of-way ("R.O.W."), and desires to protect and preserve the R.O.W. The Town further maintains police power authority to regulate access to and use of the R.O.W. in a manner that protects the public health, safety and welfare, consistent with Applicable Law.

B. Company owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission ("F.C.C."), a fiber-based telecommunications Network or Networks serving the Company's customers.

C. For purpose of operating the network, the Company desires the Town's permission to locate, place, attach, install, operate, control, maintain, and repair Equipment in the Public Right-of-Way (as defined in § 1.6 below) in the locations detailed in Supplemental Sites Licenses as shown on **Exhibit B**.

D. The Town desires to grant to Company a non-exclusive license ("License") for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

I. DEFINITIONS.

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

"Applicable Law" means all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town or other governmental agency having joint or several jurisdiction over the parties to this Agreement.

"Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

"Equipment" means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment.

“Hazardous Substance” means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

“Installation Date” shall mean the date that the first Equipment is installed by the Company pursuant to this Use Agreement.

“Network” or collectively “Networks” means one or more of the neutral-host, communication or telecommunication systems operated by the Company to serve its customers in the Town.

Public Right-of-Way” or “Right of Way” means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all public rights-of-way, utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.

“Services” means the telecommunications services provided through the network by the Company to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the System to another person or entity, provided that Company at all times retains exclusive control over the System and remains responsible for locating, servicing, repairing, relocating or removing its System pursuant to the terms of this Agreement. From time-to-time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be “Services” for purposes of this Agreement.

“Town” means the Town of Firestone, a Colorado statutory municipality.

II. TERM

A. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of fifteen (15) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company’s Network is not operational and providing Services to customers within the Town within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the Town, in its sole discretion, upon thirty (30) days written notice. Upon expiration of the initial term the Agreement may be extended for an additional agreed-upon period of time upon the mutual execution by the Parties of a.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company’s sole cost and expense, shall be subject to the Town’s lawful exercise of its police powers and the prior and continuing right of the Town under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all

deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the Town and shall conform with applicable laws and regulations. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant a Franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

B. Applicability of Town Site Planning Process. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the Town's regular site plan process, in the placement of the Company's Equipment.

C. No Interference. The Company in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the current or future existence and operation of any and all public and private rights of way (except in the case where the Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

D. Compliance with Laws. The Company shall comply with all Applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

E. Utility Notification Center. Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a tier 1 member of the Utility Notification Center of Colorado, and comply with and adhere to local procedures, customs and practices relating to the one call locator service program established in C.R.S. Section 9-1.5-101, et seq., as such may be amended from time to time.

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the plan and profile approved by the Town and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting all information required by **Exhibit A** prior to beginning construction. The Town will authorize the Company to commence construction with the grant of a supplemental site license and the provision of all necessary permits. Approved supplemental site licenses will be attached to this document as part of **Exhibit B**. The Company shall comply with all applicable federal, State, and Town technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way

B. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay any standard and customary permit fees. The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the network in the Public Right-

of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with **Exhibit A**. Such drawings shall be provided to the Town with each request for a supplemental site license. For each supplemental site license, Licensee shall submit construction drawings prepared by an engineer licensed in the state of Colorado for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until written confirmation of grant of a supplemental site license by the Town and the acquisition of all necessary permits.

C. Blasting. Licensee shall not do or permit to be done any blasting above, underneath, or near the Property without first having received written permission from Licensor. Any blasting shall be done in the presence of a representative of Licensor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

D. Location of Licensed Facilities. All Licensed Facilities shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings.

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. Relocation and Displacement of Equipment. The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

B. Abandonment. If Company abandons the use of Equipment for a period of six (6) or more consecutive months, the Equipment shall be removed at the expense of Company. In the event Company is unable or refuses to remove such Equipment when requested by the Town, the Town may authorize removal and Company shall be responsible for all costs incurred for such removal.

C. Damage and Restoration. Unless otherwise provided by Town rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement,

and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in connection with any of its operations, causes damage to the R.O.W. or any other Town property the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public Right-of-Way in which the Equipment is located to a safe and satisfactory condition in accordance with Applicable Law. If the damage is determined by the Town to be impacting the public health and safety, the Town may perform or cause to be performed such reasonable and necessary repairs on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the Town at Town's standard rates. If the Company does not repair the damage as described herein, then the Town shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the Town at Town's standard rates. Upon the receipt of a demand for payment by the Town, the Company shall promptly reimburse the Town for such costs. In the case of fire, disaster or other emergency impacting the public health and safety as solely determined by the Town, the Town may remove or disconnect the Company's Equipment located in the Public Right-of-Way or on any other property of the Town. To the extent feasible as a result of any emergency, the Town shall provide reasonable notice to the Company prior to taking such action and, if the situation safely permits, shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

D. Removal of Equipment. Upon sixty (60) days' written notice by the Town pursuant to the expiration or earlier termination of this Agreement, the Company shall promptly, safely and carefully remove the Equipment and Network in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town. After the Town receives the reimbursement payment from the Company for the removal work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Law. Alternatively, the Town may elect to take title to abandoned property, provided that the Company shall submit to the Town an instrument satisfactory to the Town transferring to the Town the ownership of such property. The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

VI. OTHER UTILITIES

A. The Company agrees and understands that if the Town has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Company has been

fully advised by the Town that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property the existence and nature of such natural gas facilities and the potential danger and risk involved.

B. The Company agrees and understands that any natural gas facilities, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds, and that the Town shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of the cathodic protection system.

C. The Company agrees and understands that if the Town has permitted and allowed to be constructed electric transmission, distribution, or related facilities on the Property, the Company has been fully advised by the Town that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property of the existence and nature of such electric facilities and the potential danger and risk involved.

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the Property or the R.O.W. in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the Town, the Company will pay, indemnify, defend and hold the Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the R.O.W. and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

A. The Company shall indemnify, defend, protect, and hold harmless the Town, its elected officials, officers, employees, agents, and contractors from and against any and all Claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Agreement.

B. Waiver of Claims. The Company waives any and all Claims, demands, causes of action, and rights it may assert against the Town on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Town.

C. Limitation of Town's Liability. To the extent permitted by law, the Town shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of Town, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The Town does not waive any of the protections, immunities or limitations afforded it by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 et. seq.) as same may be amended from time to time.

D. Limitation of Company's Liability. In no event shall the Company be liable to the Town for indirect or consequential damages.

E. Notice. The Town shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the Town shall tender the defense thereof to the Company and the Company shall consult and cooperate with the Town Attorney's Office while conducting its defense. The Town and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

F. Separate Representation. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the Town, the Company shall pay for all reasonable expenses incurred by the Town as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Town shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The Town's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by the Company.

IX. INSURANCE.

A. Required Coverages. The Company shall, and shall require its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company, obtain and maintain at its own cost and expense at all times during the term of this Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars (\$5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned, hired, and non-owned autos in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage; (c) Statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. All required insurance policies shall include the Town, its council members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the Town with thirty (30) days' advance written notice of cancellation. Notwithstanding the foregoing, upon sixty (60) days' prior notice to and review by the Company, the Town may increase the aforementioned limits of insurance at any time in its reasonable discretion.

B. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, the Company shall file with the Town the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- I. The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- II. That the Company's insurance policies are primary as respects any other valid or collectible insurance that the Town may possess, including any self-insured retentions the Town may have; and any other insurance the Town does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- III. That the Company's insurance policies waive any right of recovery the insurance company may have against the Town.

The certificate(s) of insurance shall be mailed to the Town at the address specified in § 9 below, and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

C. Insurer Criteria. Any insurance provider of the Company shall be admitted and authorized to do business in the State of Colorado and shall carry a minimum rating assigned by A.M. *Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

D. Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

X. NOTICES.

A. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered (a) through the United States mail, by first class mail, postage prepaid; or (b) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the Town: Town of Firestone
Attn: Town Manager
9950 Park Ave
Firestone, CO 80504

And

If to Company: HyperFiber, LLC
Attn: Chief Governance Officer
400 Chesterfield Center Parkway, Ste 600
Chesterfield, MO 63107



B. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

C. Emergency Contact. The Company shall be available to the employees of any Town department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: Website: <http://hyperfiber.com/greenteam> Number: (941) 289-2486

D.

The Company shall provide to the Town a new 24-hour telephone number pursuant to this Section 10 prior to changing telephone numbers.

XI. TERMINATION.

This Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

In this Section, the following words have the meanings indicated:

"Control" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership.

"Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Town shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by Town. The Company shall provide no less than thirty (30) days written notice to the Town of the details of any transaction described herein that requires Town consent. Notwithstanding anything to the contrary in this Section, no Town consent is required for

transfers to non-affiliates that are currently operating in the Town and are in full compliance of all obligations to the Town. The Company shall provide no less than thirty (30) days written notice to the Town of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Town.

B. The requirements of this Subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The Town reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the Town. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

- IV. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or
- V. Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction or
- VI. Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such Claims, suits, or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed; or
- VII. Is financially insolvent; or
- VIII. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

C. If the successor entity meets any of these criteria, the Town's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Town.

D. In seeking the Town's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.

E. The consent or approval of the Town to transfer by the Company does not constitute a waiver or release of the rights of the Town in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

F. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

G. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

XIII. MISCELLANEOUS PROVISIONS.

The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

A. A copy of the applicable supplemental site license shall be on the Property and available during the construction of any licensed facility.

B. Non-exclusive Use. The Company understands that this Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that the Town shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way.

C. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

D. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

E. Federal and State Authorizations. The Company has obtained all government licenses, permits and authorizations by the Federal Communications Commission which are required in order to provide the Services.

F. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Weld, or only to the extent that provisions of federal law apply to the dispute, in the United States District Court for the District of Colorado.

G. Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

H. Consent Criteria. In any case, where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

I. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

J. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

K. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

L. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

SIGNATURE PAGE FOLLOWS.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

HYPERFIBER, LLC

By: Michael Whitaker

EXHIBIT A

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE TOWN IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and A.D.A. compliance.
 - a. The plot plan shall show existing sidewalk size, utilities, trees, traffic control signs and equipment, and other improvements.
2. The number, size, type, and proximity to all communications conduit(s) facilities and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall also be stated; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.
5. Completed Right-of-way Permit Application

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER

THE TOWN WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES

EXHIBIT B

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE TOWN:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Discussion/Action

Meeting Date: March 13, 2024

Initiated By: Nate Haasis

Department: Engineering - Town

AGENDA ITEM

Resolution 24-36: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC., FOR A FEASIBILITY STUDY FOR A PEDESTRIAN BRIDGE CROSSING OF ST. VRAIN RIVER

RECOMMENDATION

Staff recommends the Board approve Resolution 24-36, approving an agreement with Short Elliot Hendrickson, Inc., and authorizing the expenditure of funds.

SUMMARY

This agreement will allow staff to work with SEH to perform a feasibility study, which will include data collection, conceptual design, alternative assessments, and deliver a final feasibility study report. As part of the final report, SEH will also perform a grant opportunity evaluation, in which potential grants will be reviewed and assessed for the construction of the pedestrian bridge.

The study and all deliverables will be completed within 3 months of receiving notice to proceed. SEH has previously successfully worked with the Town on the WCR 26 Bridge Replacement Project and has extensive experience designing pedestrian bridges.

A trail crossing of the St. Vrain River near I-25 and its Frontage Road was identified by the Board as an area of concern regarding pedestrian and traffic safety as well as a vital link in the Town's overall trail connectivity. This crossing is the missing link to connect the extensive Barefoot Lakes trail system to the St. Vrain State Park trail system and ultimately to the St. Vrain River trail system that will eventually connect into Longmont. Town staff engaged in a scoping meeting with Short Elliot Hendrickson Inc. (SEH) to provide a proposal for a scope of services for a feasibility study of a pedestrian bridge crossing of the St. Vrain River. SEH has provided a project scope and fee of \$49,785.00.

FINANCIAL CONSIDERATIONS

The agreement is not to exceed \$49,785.00.

HISTORY AND PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

1. Resolution 24-36 - St. Vrain River Pedestrian Bridge Crossing Feasibility Study Services
2. Contract_S2024-9242

RESOLUTION NO. 24-36

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON,
INC., FOR A FEASIBILITY STUDY FOR A PEDESTRIAN BRIDGE CROSSING OF
ST. VRAIN RIVER**

WHEREAS, the Town of Firestone (“Town”) is in need of professional services for a feasibility study for a pedestrian bridge crossing of St. Vrain River to the east of Interstate 25; and

WHEREAS, Short Elliott Hendrickson, Inc. (“SEH”) is already contracted to perform professional services for the Town for similar studies and services; and

WHEREAS, staff recommends that SEH be selected as a sole source provider for the required services as the parties have established a long term successful working relationship and thus SEH is uniquely qualified to address the Town’s needs in a timely and efficient manner, and it is therefore in the Town’s best interest to have SEH perform the required services.

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

The Agreement between the Town of Firestone and Short Elliott Hendrickson, Inc., for professional services for a feasibility study for a pedestrian bridge crossing of St. Vrain River to the east of Interstate 25, is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 13th day of March, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Short Elliott Hendrickson Inc. (SEH)** an independent Contractor with a principal place of business at 2000 Colorado Center Dr. #6000, Denver, CO, 80222 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **St. Vrain River Pedestrian Bridge Feasibility Study (S2024-9242)**.

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **\$49,785.00**. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

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

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:

- a. The scope of the change in the Work;
- b. The amount of the adjustment to the Contract Price and
- c. The extent of the adjustment to the Contract Times(s).

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

A.J. Krieger, Town Manager

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONTRACTOR

By: _____



Building a Better World
for All of Us®

EXHIBIT A

February 26, 2024

Nate Haasis, PE
Town of Firestone
Senior Civil Engineer

RE: Feasibility study for pedestrian bridge crossing of St Vrain River

Nate:

Short Elliott Hendrickson Inc. (SEH) appreciates the opportunity to provide professional services for a feasibility study for a pedestrian bridge crossing of the St Vrain River to the east of I-25 crossing of the St Vrain River. The services provided are based on our experience performing similar studies and designs for pedestrian bridges and a phone discussion with Mr. Haasis regarding the basis for the project.

SEH Professional services scope includes:

1. Project Management
 - a. General project communication, coordination and correspondence
 - b. In-person Meeting – 2 assumed (kickoff and report review meetings)
 - c. Virtual progress meetings (bi-weekly)
 - d. Financial management, invoice generation, progress reports, subconsultant management
2. Data Collection
 - a. Site walk – (Including Town and discipline leads)
 - b. Document review – Review available existing reports, studies, regional/agency plans, etc.
 - c. Design criteria memorandum – Summary of appropriate design criteria for project design/construction.
 - d. Stakeholder meetings – Up to 2 stakeholder meetings to discuss project and identify constraints and opportunities for future design and delivery.
3. Conceptual Design and Alternative Assessment
 - a. Trail Alignment Alternatives – Up to 3 trail crossing locations with conceptual horizontal and vertical alignments. This assumes 1 pedestrian crossing added to existing frontage road bridge and 2 crossing locations not connected to existing frontage road bridge.
 - b. Bridge Span Alternatives – Up to 3 span configurations.
 - c. Aesthetic Considerations – Provide alternatives for incorporating aesthetic features into bridge design/construction.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938

SEH is 100% employee-owned | sehinc.com | 720.540.6800 | 800.490.4966 | 888.908.8166 fax

- d. Hydraulic and hydrologic (H+H) Assessment – Review available existing drainage studies and assess the bridge/trail alternatives impact on current floodplain.
 - e. Utility Evaluation – High level/desktop review of potential utilities within the vicinity of the bridge/trail alternatives.
 - f. Environmental Evaluation – High-level review of the required environmental impacts for the project and summary of potential future permitting needs. (See attached for Tiglas Ecological Services proposal scope)
 - g. Project cost estimating (Design and Construction) – Provide costs for future design services and construction of all alternatives considered for this scope.
 - h. Grant Opportunity Evaluation – Review potential grant opportunities and assess applicability of available grants for this project.
4. Feasibility Study Report
- a. Summary of bridge/trail conceptual design and alternatives.
 - b. Summary of grant applicability.
 - c. Cost estimates and comparisons.
 - d. Plan/Elevation sketch/exhibits for alternatives.
 - e. Deliverable report assuming 2 submittals (1 Draft Review, 1 Final Report)

Deliverables:

1. Meeting agendas/minutes.
2. Feasibility study summary report.

Scope Assumptions and Exclusions:

1. Anything not explicitly included in the scope is explicitly excluded.
2. Topographic site survey is not included. The conceptual design will be performed using available LiDAR survey.
3. Geotechnical engineering is not included in the scope for this feasibility study.
4. Utility assessment services include desktop review only. Utility design and horizontal or vertical locating are included.
5. The area assumed for trail crossing alternatives is assumed to be within 400' feet of the river grade control structure immediately to the east of the frontage road bridge.

Costs:

Our anticipated costs including labor, subconsultants and expenses for the scope of services included in this proposal are provided below:

Task Name	Hours	Cost
01 – Project Management	38	\$8,250
02 – Data Collection	29	\$7,585
03 – Conceptual Design and Alternative Assessment	48	\$10,400

04 – Feasibility Study Report	130	\$23,550
Total	245	\$49,785

Schedule:

SEH proposed to complete the scope included in this proposal within 3 calendar months of notice to proceed. The final schedule is dependent on the schedule of other stakeholders and is subject to change based on schedule delays that are beyond our concern.

Additional Services:

We will also furnish such Additional Services as you may request. Payment for additional services shall be based on the time required to perform the services and the billable rates for the principals and employees engaged directly on the project, plus charges for expenses and equipment. Additional services will only be performed after receiving written authorization for such services from Firestone.

SEH appreciates the opportunity to present this proposal to Firestone. If you have any questions, please contact Steve Kaye; email: skaye@sehinc.com or phone: 720-540-6847.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Steve Kaye, PE (CO)

Principal/Project manager

DARCY A. TIGLAS
5015 Swainsona Drive
Loveland, Colorado 80537
970-635-9183 (H)
970-222-2151 (C)

February 7, 2024

Mr. Steve Kaye
SEH
Colorado Tower One, Suite 6000
2000 South Colorado Blvd.
Denver, Colorado 80222

RE: Proposal for Environmental Tasks for a Feasibility Study for a Pedestrian Bridge Construction Project on St. Vrain Creek Near I-25 near Dacono, Colorado

Dear Mr. Kaye:

This letter serves as a proposal for environmental tasks for a feasibility study for a proposed pedestrian bridge construction project on St. Vrain Creek near I-25 near Dacono, Colorado. The Town of Firestone is proposing to construct the structure east of I-25. I understand the scope of work for this task would include:

- Site reconnaissance to assess the proposed area where the bridge could be constructed and determine which areas are most suitable for the bridge construction, and
- Provide a written summary describing the need for a Wetland Delineation, what the impact thresholds are for different permit types, and the approximate mitigation credit purchase unit prices.

COST: \$900.00

The cost estimates above include the tasks outlined above and drafting, review, and other direct costs associated with the field reconnaissance and report preparation. If you have any questions, or require additional information, please feel free to call me at 970-222-2151.

Sincerely,



Darcy A. Tiglas, Biologist
Tiglas Ecological Services

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Discussion/Action

Meeting Date: March 13, 2024

Initiated By:

Department: Administration

AGENDA ITEM

St. Vrain Water Authority Board Member Vacancy Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

Payroll Board Report FEBRUARY-2024

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount
Regular	16,818.25	735,241.11	100.00%	TAX LEVY - MED % 1	1,730.78	Federal W/H	68,567.80
Overtime	225.00	13,211.81	100.00%	Accident Insurance	1,446.20	Medicare	12,082.97
2023 Personal Day	68.00	3,253.35	100.00%	Critical Illness + Spouse	520.70	Social Security	1,025.60
2023 Personal Day 10	36.25	2,022.06	100.00%	Critical Illness Employee Only	959.00	Colorado State W/H	30,030.00
Call Out	32.00	1,323.68	100.00%	Equipment	480.07		111,706.37
Comp Time Used	13.25	454.83	100.00%	FPPA - 457 Amount	1,500.00		
Contract Paid Time Off	127.00	7,967.70	100.00%	FPPA - 457 Percentage	722.04	Employer Taxes	Amount % of Co
Extended Paid Leave	45.00	2,061.63	100.00%	FPPA - Police Pension	30,139.75	Employer Medicare	12,082.97 100.00%
Holiday Time Off	736.00	32,091.28	100.00%	FPPA ROTH 457	550.00	Employer Social Security	1,025.60 100.00%
Holiday Time Off 10	204.75	10,226.62	100.00%	FSA Dependent Care Amount	3,664.96	CO SUI	1,662.52 100.00%
Holiday Worked	122.00	7,993.63	100.00%	Flexible Spend Account Medical	4,025.99		14,771.09 100.00%
PD Grants/Contracts 1.5	23.25	1,486.02	100.00%	Health Savings Account	19,674.52		
PD Shift Supervisor	7.00	507.47	100.00%	Hospital Insurance Employee On	1,345.16	Employer Match	Amount % of Co
Paid Admin Leave	169.50	10,379.44	100.00%	Limited Purpose Flexible Spend	48.34	ER PERA MATCH - Match	86,702.35 100.00%
Paid Time Off	750.50	33,746.71	100.00%	Medical HSA Choice	7,351.36	FPPA Employer Contribution - M	25,082.73 100.00%
Paid Time Off Payout	237.74	10,476.05	100.00%	Medical OAP	8,979.28	Mission Square 457 pretax ERD	2,041.72 100.00%
Police Security Events	9.50	712.50	100.00%	Mission Square - 401a Amount	150.00		113,826.80 100.00%
Time Off in Lieu	0.25	8.80	100.00%	Mission Square - 457b %	241.15		
Time-Off In Lieu	-9.75	-475.83	100.00%	Mission Square - 457b Amount	150.00	Memo Deductions	Amount
Unpaid Leave	9.00	-	-	Mission Square - Roth IRA %	241.15	Basic Life AD&D - ER Paid	2,231.95
Workers Comp Leave	15.36	452.51	100.00%	Norton LifeLock Essential	242.80	Dental Employer Contribution	9,756.92
CELL PHONE STIPEN	-	300.00	100.00%	Norton LifeLock Premier	434.78	HSA Employer Contribution	4,200.00
Mayor/Trustee	-	2,150.00	100.00%	PERA	47.81	Long Term Disability ER Paid	1,976.43
Retro Pay	-	663.83	100.00%	PERA	52,461.54	Medical Base ER Contribution	41,438.30
	19,639.85	876,255.20	100.00%	PERA - 401K Roth Amount	500.00	Medical HSA Choice ER Contrib	53,909.22
				PERA - 401K Amount	1,140.00	Medical OAP Employer Contrib	51,380.21
				PERA - 401K Percentage	699.65	Mission Square 401a ERD	1,600.00
				PERA - 457 AMOUNT	930.00	Pension Death and Disability	8,691.02
				PERA - 457 PERCENTAGE	1,806.86	Short Term Disability ER Paid	2,549.74
				PERA - 457 ROTH AMOUNT	392.00	Vision Employer Contribution	1,791.60
				PERA - 457 ROTH PERCENTAG	338.34		179,525.39
				PERA Life Insurance	108.50		
				Voluntary Life and AD&D Child	60.00	Net Pay	619,668.53
				Voluntary Life and AD&D Employ	1,439.30		
				Voluntary Life and AD&D Spouse	358.27		
					144,880.30		

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Board Report - Payroll

Company Total			
Voluntary Life and AD&D Child	60.00	Net Pay	619,668.53
Voluntary Life and AD&D Employ	1,439.30		
Voluntary Life and AD&D Spouse	358.27		
	144,880.30		



Name	Total Paid
Total ABS CONCRETE INC:	3,600.00
Total ADAMSON POLICE PRODUCTS:	109.75
Total AIRGAS INC:	361.22
Total ALAN PLUMMER AND ASSOCIATES, INC:	4,601.70
Total ALERT/SAM:	100.00
Total AMAZON CAPITAL SERVICES:	6,159.65
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	2,252.60
Total BAREFOOT RESIDENTIAL LLC:	44,681.44
Total Berk-Tel communications Inc:	5,000.00
Total BINFORD SUPPLY LLC:	18.08
Total Black Hills Energy:	7,197.71
Total BOBCAT OF THE ROCKIES:	554.88
Total BUCKEY INTERNATIONAL INC:	1,013.88
Total BUTLER SNOW LLP:	1,775.50
Total CALIBRE PRESS:	359.00
Total CARBON VALLEY ROTARY CLUB:	1,000.00
Total CASI - Asphalt:	7,771.80
Total CELEGANS LABS INC:	12,718.17
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	94,434.77
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	12,000.00
Total CENTURY LINK:	512.29
Total CERTIFIED LABORATORIES:	1,808.45
Total CESARE, INC:	9,069.75
Total Charter Communications Operating LLC:	100.00
Total CHASE PAYMENTNET:	81,402.11
Total CHECK-IT CODE CONSULTING LLC:	5,930.90
Total CIGNA HEALTH & LIFE INSURANCE CO:	339,740.23
Total CINTAS FIRST AID & SAFETY:	331.96
Total CIRSA:	4,375.00
Total CIVIC PLUS, INC:	15,996.43
Total COLORADO CIVIL GROUP INC.:	51,925.71
Total COLORADO DEPT OF REVENUE (MTR VEH):	195.00
Total COLORADO JUMPS DBA AIRBOUND:	13,445.00
Total Colorado Lining International Inc:	7,078.78
Total COLORADO MATERIALS, INC:	5,262.98
Total COLORADO TIRE RECYCLING, LLC:	1,060.00

Name	Total Paid
Total CONCENTRA MEDICAL CENTERS:	373.00
Total CONSILIUM COLORADO, LLC:	3,466.02
Total CORE & MAIN LP:	357.69
Total CROSBIE REAL ESTATE GROUP, LLC:	1,000.00
Total Custom Truck One Source LP:	116,675.00
Total D H Pace Company Inc:	11,885.00
Total DANA KEPNER COMPANY INC.:	7,425.26
Total DataShield Corporation:	45.00
Total DBC IRRIGATION SUPPLY:	2,409.01
Total DEFALCO CONSTRUCTION:	102,522.32
Total DELTA DENTAL OF COLORADO, INC:	9,809.82
Total DITESCO LLC:	5,060.50
Total DOUGLAS COUNTY:	2,000.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	726.48
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	60,705.85
Total FARO Technologies Inc:	1,200.00
Total Ferguson Enterprises LLC:	958.16
Total FIRST AMERICAN TITLE CO:	10.64
Total FIRST INTEGRITY TITLE COMPANY:	11.31
Total FLEXX PRODUCTIONS LLC:	8,329.32
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	375.00
Total FRONTIER BUSINESS PRODUCTS:	323.32
Total FUZION FIELD SERVICES LLC:	7,312.14
Total Gen Digital Inc:	1,372.86
Total GODDING DITCH COMPANY:	488.00
Total GRAINGER:	2,591.07
Total GRAVES CONSULTING LLC:	3,000.00
Total GREEN GIRL RECYCLING SERVICES:	240.00
Total GROUND SOLUTIONS:	10,949.00
Total HARDLINE EQUIPMENT LLC:	4,239.53
Total HAYASHI & MACSALKA, LLC:	13,338.50
Total HAYNIE & COMPANY:	6,500.00
Total HIXXA COMMUNICATIONS INC:	850.00
Total Horizon Mechanical Solutions:	133,733.21
Total HUSKY SIGNS & GRAPHICS, INC:	2,093.48
Total IDEAL FENCING CORPORATION:	140,623.66
Total INTERSTATE BATTERY OF THE ROCKIES:	577.80
Total Jim Myers & Sons Inc:	5,645.00

Name	Total Paid
Total KATHLEEN A. OATIS:	2,500.00
Total KENZ & LESLIE DISTRIBUTING CO.:	682.05
Total KG CLEAN INC:	5,500.28
Total KIMBALL MIDWEST:	5,409.42
Total KINSCO, LLC:	1,975.97
Total KMN Concrete Inc:	52,087.23
Total L G EVERIST INC:	370.30
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	24,880.73
Total LENNAR COLORADO:	224.00
Total LEONARD RICE ENGINEERS, INC:	52,214.39
Total LEXIPOL LLC:	2,999.40
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total LIFE STORIES:	250.00
Total Liliana Mercado:	220.00
Total Longmont Digital Printing:	183.25
Total LONGMONT HUMANE SOCIETY:	3,331.99
Total MAC EQUIPMENT INC LONGMONT:	68,556.19
Total MAIN STREET MAT COMPANY, INC:	683.01
Total MDI TRUCKS OF NORTHERN COLORADO:	236.45
Total Mike Maroone Chevrolet Buick GMC Longmon:	395.22
Total MIKE MAROONE FORD LONGMONT:	.00
Total MISC VENDOR:	700.44
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	4,095.76
Total MUTUAL OF OMAHA INSURANCE CO:	8,705.12
Total National Trench Safety Inc:	6,051.00
Total NEW COAL RIDGE DITCH COMPANY:	100.00
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	4,172.81
Total NEW IPT INC:	9,087.59
Total North Range Behavioral Health:	12,500.00
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	58,316.80
Total ODP BUSINESS SOLUTIONS LLC:	167.00
Total O'REILLY AUTO PARTS:	1,377.34
Total ORKIN PEST CONTROL, INC:	85.99
Total PERFORMANCE EQUIPMENT SERVICE:	9,737.24
Total PIRTEK NOCO:	543.82
Total Powell Welding LLC:	93,806.50
Total PROFORCE LAW ENFORCEMENT:	1,152.30
Total PUREWATER DYNAMICS, INC:	662.30
Total QUICK-SET AUTO GLASS:	710.00

Name	Total Paid
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	223.56
Total Rampart Supply:	734.19
Total RED WING SHOE STORE:	1,177.92
Total RESTITUTION / COURT REFUNDS:	2,036.12
Total RIPTIDE CAR & PET WASH:	648.50
Total ROAD SAFE TRAFFIC SYSTEMS:	929.14
Total ROCKY MOUNTAIN RESERVE LLC:	477.95
Total RURAL DITCH COMPANY:	978.75
Total Short-Elliott-Hendrickson Inc:	571.00
Total Skyline Glass Inc:	4,775.95
Total SPOT ON SOUND PRODUCTIONS:	5,187.50
Total ST VRAIN WATER AUTHORITY:	46,366.57
Total STEVE BALCEROVICH:	2,500.00
Total Sturgeon Electric Company:	5,589.97
Total Sun Enterprises Inc:	32,438.00
Total SUN VALLEY ELECTRIC INC:	60,353.50
Total Sunstate Equipment CO LLC:	1,874.30
Total TEST GAUGE INC - CO:	380.00
Total TLTC DISTRIBUTING LLC:	854.25
Total Toilet Rebates:	75.00
Total TOWN OF FREDERICK:	40,577.86
Total TRANSWEST TRUCK TRAILER RV:	191.60
Total Treetop Products, Inc.:	3,535.81
Total TRIGGER TIME GUN CLUB, LLC:	130.00
Total TRI-STATE FIREWORKS, INC:	24,500.00
Total UMB BANK, NA:	500.00
Total UME CUSTOM EMBROIDERY:	792.52
Total UNIVERSITY AUTO PARTS, INC:	2,261.12
Total UPSTATE COLORADO ECONOMIC DEVELOPMENT:	10,000.00
Total UTILITY NOTIFICATION CENTER OF COLORADO:	425.70
Total UTILITY REFUNDS -1:	1,436.63
Total VALLI INFORMATION SYSTEMS:	3,261.21
Total Verizon Connect NWF INC:	226.85
Total VIA MOBILITY SERVICES:	5,040.00
Total Waco Scaffolding & Equipment CO:	4,251.19
Total WAGNER EQUIPMENT CO.:	110,000.00
Total WAGNER WELDING SUPPLY CO.:	62.63
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,207.00
Total WELD COUNTY DETENTION CENTER:	302.60

Name	Total Paid
Total WELD COUNTY REGIONAL COMMUNICATIONS CNTR:	92,424.67
Total Wesspur Tree & Equipment Inc:	2,468.84
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	2,353.74
Total WICKHAM TRACTOR CO, Inc:	2.70
Total Wigen Water Technologies:	9,017.16
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,174.62
Grand Totals:	2,342,244.32

Name	Total Paid
MISC VENDOR	
Total B & M Roofing of Colorado Inc:	366.90
Total Hoffman Weber Construction:	333.54
Grand Totals:	700.44

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 10.a

Executive Session

Meeting Date: March 13, 2024

Initiated By:

Department: Administration

AGENDA ITEM

An executive session pursuant to C.R.S. 24-6-402 (4)(f) (I) for a personnel matter concerning the review and evaluation of the Town Manager

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None