TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

January 22, 2025
6:00 PM

9900 Park Avenue, Firestone, CO 80504

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

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

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

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

1. **Call to Order & Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

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

5. **Consent Agenda**

   a. Approval of January 8, 2025, Meeting Minutes

   b. Appointment of Jim Sutton, David Whelan, Pat Young, and Scott Franks to the Planning and Zoning Commission

   c. **Resolution 25-07:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY

   d. **Resolution 25-08:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS

   e. **Resolution 25-09:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING

* 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.

LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

f. **Resolution 25-10:** 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

g. **Resolution 25-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBERLAN SMALL BUSINESS GROUP, INC., FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES.

h. **Resolution 25-14:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SUMMIT DATA PROTECTION LLC., FOR NETWORK SECURITY, DNS HOSTING AND VDI SUBSCRIPTION SERVICES.

i. **Resolution 25-15**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENTBETWEEN THE TOWN OF FIRESTONE AND ELEVATED CLOUD SERVICES LLC., FOR NETWORK SECURITY, DNS HOSTING AND VDI SUBSCRIPTION SERVICES.

6. Presentation

a. Frederick-Firestone Fire Protection District

7. Land Development

a. **Resolution 25-11:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING RESOLUTION NO. 24-131 CONCERNING THE CONDITIONS OF APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

b. **Resolution 25-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE AND FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

8. Discussion/Action

a. **Resolution 25-16:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR OPTION FOR PURCHASE OF PROPERTY PERTAINING TO REAL PROPERTY LOCATED AT 12623 CANOE STREET

b. Natural Medicine Land Use Regulations Discussion

8.c. Community Survey Custom Questions

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

10. Reports

a. Staff

10.a.i. December Monthly Financial Report

b. Mayor

c. Trustees

11. Adjournment

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

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AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.a **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Approval of January 8, 2025, Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
1. 01-08-2025 Meeting Minutes DRAFT

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
January 8, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on January 8, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 PM.

The following were present upon the call of the roll:

Mayor:	Don Conyac, Jr.
Mayor Pro-tem:	Frank A. Jimenez
Trustees:	Linda J. Haney
	Ray Byrd
	Matt Holcomb
	Lorna Morton
	Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Byrd, **second** by Trustee Haney, to amend the agenda by moving item 11 (Executive Sessions 11a and 11b) to become the new item 10 (a and b) and adjusting Adjournment to become the new item 11.

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

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

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

No members of the public came forward to provide comment.

5. Consent Agenda

Motion by Trustee Haney, **second** by Trustee Morton, to Approve Consent Agenda

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

a. Approval of December 18, 2024, Meeting Minutes

b. **Resolution 25-02:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TWENTY-FIRST INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

c. **Resolution 25-04:** 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 2025 PROPERTY AND CASUALTY COVERAGE.

d. **Resolution 25-05:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

e. **Resolution 25-06:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2025 EMPLOYEE BENEFITS INSURANCE PREMIUMS

6. Land Development

a. **<u>PUBLIC HEARING Ordinance 1056:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF GROUP HOMES

Mayor Conyac opened the public hearing at 6:05 PM, and Todd Bjerkaas, Planning and Development Director, briefly presented the Ordinance. With no public comments offered, Board Members posed questions to staff, who provided clarifications. The Mayor then closed the hearing at 6:18 PM.

Motion by Trustee Haney, **second** by Trustee Byrd, to Approve **<u>PUBLIC HEARING Ordinance 1056:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF GROUP HOMES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

b. **<u>PUBLIC HEARING Resolution 25-03</u>**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING THE PLANNING AND ZONING COMMISSION’S ADOPTION OF AN AMENDMENT TO THE TOWN OF FIRESTONE MASTER PLAN

Mayor Conyac opened the public hearing at 6:18 PM, and Todd Bjerkaas, Planning and Development Director, briefly presented the Resolution. With no public comments offered, Board Members posed questions to staff, who provided clarifications. The Mayor then closed the hearing at 6:42 PM.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **<u>PUBLIC HEARING Resolution 25-03</u>**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING THE PLANNING AND ZONING COMMISSION’S ADOPTION OF AN AMENDMENT TO THE TOWN OF FIRESTONE MASTER PLAN

Roll Call Vote:

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

No: Trustee Haney
Abstain: None
Motion carried

7. Discussion/Action

a. **Resolution 25-01:** 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 PLUMMER ASSOCIATES INC

Motion by Trustee Morton, **second** by Trustee Haney, to Approve **Resolution 25-01:** 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 PLUMMER ASSOCIATES INC

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

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

No members of the public came forward to provide comment.

9. Reports

a. Staff

AJ Kreiger gave a couple updates including a recent update for St. Vrain Valley School District and also that future discussion about Central Park will be coming in an upcoming work session.

b. Mayor

c. Trustees

10. Executive Session

a. An executive session pursuant to C.R.S. 24-6-402 (4)(a) for the purchase of water rights and C.R.S. 24-6-402 (4)(e)(I) to develop strategy for negotiations and instructing negotiators regarding the purchase of water rights.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Go into Executive Session session pursuant to C.R.S. 24-6-402 (4)(a) for the purchase of water rights and C.R.S. 24-6-402 (4)(e)(I) to develop strategy for negotiations and instructing negotiators regarding the purchase of water rights.

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

b. An executive session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with the Town's Water Counsel for legal advice regarding the Town's membership in the St. Vrain Water Authority.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Go into an executive session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with the Town's Water Counsel for legal advice regarding the Town's membership in the St. Vrain Water Authority.

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

11. Adjournment

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

Introduced and Approved the 22nd of January, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Missy Carranco,
Deputy Town Clerk

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.b **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** Pam Howard **Department:** Board of Trustees

AGENDA ITEM
Appointment of Jim Sutton, David Whelan, Pat Young, and Scott Franks to the Planning and Zoning Commission

RECOMMENDATION
Confirm the appointment of Jim Sutton, David Whelan, Pat Young, and Scott Franks to the Planning and Zoning Commission.

SUMMARY
This item makes the following appointments to the Town of Firestone Planning and Zoning Commission:

1. The reappointment of Jim Sutton as a Regular Commissioner for a six-year term ending January 2031;
2. The appointment of David Whelan as a Regular Commissioner for a six-year term ending January 2031;
3. The appointment of Pat Young as Regular Commissioner to fill a vacated seat with a term ending January 2029; and
4. The appointment of Scott Franks as an Alternate Commissioner for a term ending December 2028.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.c **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** Nate Haasis **Department:** Engineering & Utilities

AGENDA ITEM

Resolution 25-07: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY

RECOMMENDATION

Staff recommends approving Resolution 25-07 authorizing the Mayor to sign the Master Right-of-Way Use Agreement.

SUMMARY

The purpose of this Master Right-of-way Use Agreement is to provide for the protection of Town property, relocation of fiber facilities if they conflict with future Town improvements and an administrative process for future fiber projects through Supplemental Site License Agreements.

MasTec Communications Group (MasTec) provides fiber optic service to several existing St. Vrain Valley School District Facilities. Previous fiber facilities were installed on Town property, easements and/or right-of-way without any agreement with the Town authorizing the use of Town property. Recently, MasTec has approached the Town to extend their fiber optic cable facilities along Weld County Road 26 (WCR 26) for the St. Vrain Valley School District. Staff is taking this opportunity to include the proposed new facility in a Master Right-of-way Use Agreement.

The Master Agreement provides for protection of Town property, relocation of fiber facilities in the event they conflict with future Town improvements, and an administrative process for future fiber projects through Supplemental Site License Agreements. These supplemental agreements include provisions allowing the Town to require MasTec to install Town owned fiber facilities (at the Town's cost) at the same time they install their facilities.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

N/A

BOARD STRATEGIC PLAN IMPACT

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

- Maintain Town Infrastructure & Facilities
- Encourage Community Governance with Civic Partnerships
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 25-07 SVVSD Fiber Optic MLA
2. Master Fiber Network ROW Use Agreement_SVVSD Signed

RESOLUTION NO. 25-07

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY

WHEREAS, to supply fiber optic internet to its school facilities, St. Vrain Valley School District RE-1J ("District") desires to install a fiber optic network, which includes fiber optic lines and related equipment, in various locations within the Town's Rights-of-Way; and

WHEREAS, the Town and the District wish to define the terms of the District's use of Town right-of-way for the above-stated purpose (the "Use Agreement"); and

WHEREAS, the Use Agreement requires the District to obtain a supplemental site license from the Town for each public right-of-way segment in which the District desires to locate, construct, operate, control and maintain its fiber optic network equipment before commencing construction of such network equipment at that particular right-of-way location (the "Supplemental Site License"); and

WHEREAS, the District and the Town wish to define the terms of the District's license to construct, install and operate its fiber optic network equipment; and

WHEREAS, the attached Use Agreement and Supplemental Site License Agreement, working together, clearly define the rights and responsibilities of the parties in relation to the District's construction and use of its own fiber optic network equipment.

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

Section 1. The Master License Agreement between the Town of Firestone and St. Vrain Valley School District RE-1J, in a form substantially similar to the form attached hereto as Exhibit A is hereby approved.

Section 2. The Supplemental Site License Agreement between the Town of Firestone and St. Vrain Valley School District RE-1J, in a form substantially similar to the form attached hereto as Exhibit B, is hereby approved.

Section 3. The Mayor is authorized to sign the Use Agreement on behalf of the Town.

Section 4. The Town Manager is hereby authorized to execute the Supplemental Site License Agreement on behalf of the Town, to the extent consistent with the Town Manager's spending authority.

Section 5. The Town Manager, or his designee, is authorized to hereafter amend the terms and conditions of the Supplemental Site License Agreement in conjunction with future planned fiber optic network equipment installations in Town-controlled right-of-way by St. Vrain Valley School District RE-1J.

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

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

TOWN OF FIRESTONE

NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT FOR FIBER NETWORKS

This MASTER RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of the ____ day of_________, 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 St Vrain Valley School District RE-1J, a Colorado political subdivision (the "District" or "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 the R.O.W. in a manner that protects the public health, safety and welfare, consistent with Applicable Law.

B. District will own, maintain, operate and control, and as of the Effective Date, is in the process of building out, a fiber-based telecommunications Network or Networks intended to supply fiberoptic internet to the District's school facilities. The District Network is not being operated as a public utility that would require a certificate of authority from the Federal Communications Commission or satisfaction of registration requirements under applicable federal and state law.

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") 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 Laws" 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 expense 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 District to serve its school facilities within 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 school facilities within the Town.

"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 ten (10) 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 the District 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, this Use Agreement may be extended for an additional agreed upon period of time upon the mutual execution by the Parties of a written amendment to this Use Agreement.

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 Review Process and Requirements. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the Town's applicable review procedures and requirements set forth in Applicable Laws, in the placement of the Company's Equipment.

C. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Company shall not interfere in any manner with the current or future existence and operation of 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. Supplemental Site License. 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. Granted 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 in the Town.

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 Laws, 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. 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 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 DISPLACEMENT 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 Town 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 the foregoing provision, 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 Applicable Laws, 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 Laws. 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 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 the 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 the 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, 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.

VI. OTHER UTILITIES

A. The Company agrees and understands that the Town has permitted or allowed natural gas, storage, transmission, distribution, or related facilities on the Property, and that 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 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 understand that if the Town has permitted and allowed to be constructed electric transmission, distribution, or related facilities on the Property, that 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. HAZARDSOUS 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. WAIVER

A. Deleted.

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 damages. The District 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.

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. Deleted.

IX. INSURANCE.

A. The District shall obtain and maintain or self-insure, at its own cost, at all times during the term of this Agreement a policy or policies of insurance sufficient to insure against claims, demands, and other obligations assumed by the District pursuant to this Agreement, and which protect the Town on a primary basis from any all claims arising out of or in connection with the District's activities, operations, rights, obligations, and duties pursuant to this Agreement.

B. Required Policies and Coverages. The Company shall cause of all its contractors to obtain and maintain at their 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 Board members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the contractor'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. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and non-contributory insurance to that provided by the Company or its subcontractors. Upon receipt of notice from its insurer(s) the Company or its contractors 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 or its contractors, the Town may increase the aforementioned limits of insurance at any time in its reasonable discretion. The Company or its contractors shall require all of its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company's contractors.

C. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, the Company shall file, or cause its contractors to 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 or its contractors insurance policies are primary as respects any other valid or collectible insurance that the Town may possess, including any self-insured retentions the Town many 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 or its contractor'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 Section X. 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's contractors 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 Engineer
9950 Park Ave
Firestone, CO 80504

and

If to Company:

St Vrain Valley School District RE-1J
Attn: Chief Technology Officer
2929 Clover Basin Dr
Longmont, CO 80503

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: https://www.svvsd.org/, Number: :SVVSD Dispatch (303) 682-7333

XI. TERMINATION.

A. Default. If a Party defaults on any material covenant or term under this Use Agreement, the other Party may terminate this use Agreement after the following occurs:

I. The Party wishing to terminate has sent written notice to the other Party that describes the event of default. The defaulting Party then may cure the default within 45 business days after the defaulting Party receives the written notice. If the defaulting Party does not cure the default within that time, then the other Party may declare the Use Agreement terminated by sending written notice to the defaulting Party, stating that the Use Agreement is terminated and the date when the termination is effective.

II. If the default cannot be cured within those 45 days, then the defaulting Party may begin curing the default within those 45 days and then take all necessary steps continuously to bring the cure to completion. If the defaulting Party either does not begin curing the default or begins the cure within those 45 days but then does not take all necessary steps continuously to bring the cure to completion, then the other Party may declare the Use Agreement terminated by sending written notice to the defaulting Party, stating that the Use Agreement is terminated and the date when the termination is effective.

Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

B. Effect of Termination.

I. Removal of Equipment. Upon the expiration or termination of this Agreement, the Company may promptly, safely and carefully remove the Equipment and Network from the Public Right-of-Way. Prior to undertaking any removal work, however, the Company shall provide the Town written notification of its intent to remove the Equipment and the anticipated beginning and completion dates for the removal work. If the Company starts and then fails to complete this removal work on or before 60 business days subsequent to the date for completion as specified in the notice provided 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 60 calendar 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 it 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 Applicable Laws. 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 Laws.

II. Abandonment of Equipment. Upon the expiration or termination of this Use Agreement, the Company may decide, in its sole discretion, to leave the Equipment in place as is and transfer its ownership of the Equipment to the Town. To do so, the Company shall send written notice to the Town of its intent to transfer ownership of the Equipment within 30 calendar days of the date of expiration or termination, and then execute and deliver to the Town bills of sale and such other documents necessary to effectuate such transfer of ownership to the Town within 30 business days of the Town's receipt of written notice.

III. The Company must exercise one or both of the options provided in Section XI.B.I or XI.B.II, above, within six (6) calendar months of the date of termination or expiration of this Use Agreement. The Town shall notify the Company when it has one (1) calendar month remaining before the 6-month timeframe for removal or abandonment expires. The Town's failure to notify the Company shall not toll or otherwise affect the running of the 6-month time frame for removal or abandonment. If the Company does not take any action to remove its Equipment pursuant to Section XI.B.I or fails to affirmatively abandon its Equipment pursuant to Section XI.B.II within this 6-month timeframe, then the Company will be deemed to have remised, released, quitclaimed, and sold to the Town all title and ownership in any Equipment remaining in the Public Right-of-Way, and the permanent abandonment in place and transfer of ownership of that Equipment shall automatically vest in the Town without necessity of an additional agreement or instruments of conveyance.

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 Use Agreement or of the Company's rights under it, the Company, itself, or the Company's title or ownership of any Equipment located in the Public Right-of-Way.

A. Subject to Subsection D, 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 Use 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 Subsection A, 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:

I. 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

II. 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

III. Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Use Agreement, except that any such claims, suits or proceedings relating to insurance claims, theft of service, or employment matters need not be disclosed; or

VI. Is financially insolvent; or

V. 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 Use 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. The Company grants to the Town a right of first refusal to acquire all right, title and interest of any kind or nature whatsoever with respect to the Equipment located in the Public Right-of-Way. Except for those transactions that do not require Town consent as described in Subsection A or B above, the Company will not sell, transfer, convey, assign or dispose of its title or ownership rights in the Equipment without first offering such interests to the Town for purchase at fair market value. The right of first refusal granted to the Town shall be honored by the Company and exercised in the following manner:

I. If the Company receives a bona fide offer to purchase or otherwise acquire title to its Equipment, or any part thereof, from a proposed transferee, any contract which may be entered into between the Company and such proposed transferee shall specifically provide that the transaction shall be subject to the right of first refusal set forth in this Use Agreement. No later than 60 business days after the Company receives an offer to purchase its Equipment from a proposed transferee, the Company shall submit to the Town a term sheet, containing the same terms and conditions as the proposed transferee's offer, counteroffer or as stated in the purchase and sale contract with the proposed transferee, except if and to the extent that the Company may be prohibited by law to disclose any such information.

II. If the Town accepts such offer in writing no later than 30 business days after receipt of the Company's offer, then it shall close upon such interests within 180 calendar days after the date on which the Company received the Town's written acceptance.

III. If the Company does not receive the Town's written acceptance within the time required above, or the town rejects the Company's offer, then the Company shall have the right to consummate the proposed sale and conveyance with the same proposed transferee and the Company has no further obligation to the Town with respect to the proposed transaction with the proposed transferee.

IV If the proposed sale and conveyance to the same proposed transferee is not consummated, the Town's right of first refusal shall not be deemed waived or cancelled, but shall remain in full force and effect.

V. The Town's right of first refusal set forth in this Subsection D remains in effect for as long as the Company owns the Equipment with respect to any subsequent proposed transactions.

E. 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 Use Agreement at any point during the term of this Use Agreement.

F. 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.

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

H. 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. LEASES OF FIBER EQUIPMENT.

A. District may make excess capacity or provide fiber strands in the Fiber Equipment to other governmental entities including counties, cities, and including institutions of higher education, or political subdivisions, or to private parties (each an "Entity"), provided District executes an agreement with said Entity prior to the District making excess capacity available to or providing fiber strands in the Fiber Equipment to any Entity, whereby both District and said Entity explicitly acknowledge, affirm and agree to the aforementioned terms and conditions in this Agreement, and further provided that District provide a copy of said executed agreement to the Town within fifteen (15) days of the execution date of said agreement. Furthermore, the District making excess capacity or providing fiber strands in the Fiber Equipment to any Entity shall not relieve District from any and all of its responsibilities and obligations assumed by this Agreement, or from complete and proper fulfillment of the terms and conditions of this Agreement, neither does it require that Town treat any Entity as a party to this Agreement or compensate District for damages or loss, in any manner whatsoever, due by reason of District making excess capacity or providing fiber strands in the Fiber Equipment to any Entity.

B. Revenue-Sharing. As of the date of this agreement District has no plans to lease Fiber Equipment to an outside provider or other third party. District plans to utilize Equipment, for purposes related to the Services, and therefore no revenue is expected to be generated. Prior to District leasing or otherwise allowing use of the Fiber Equipment by any third party in exchange for compensation, and/or any revenue being realized by the District as a result of third party use of the Fiber Equipment, District shall enter into an agreement providing for the sharing with the Town of, at minimum, 20% of any and all revenue, payments, receipts, charges, fees, or income of any kind accruing to District from an Entity's lease or use of the Fiber Equipment, during the entire term of such Entity's lease or use of the Fiber Equipment.

XIV. 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 noncompliance 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.

THE TOWN OF FIRESTONE

By: ______________________

Don Conyac, Mayor

ATTEST:

By:______________________

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

By: ______________________

William P. Hayashi, Town Attorney

APPROVED AS TO CONTENT:

By: ______________________
Matt Wiederspahn, P.E.
Town Engineer

ST VRAIN VALLEY SCHOOL DISTRICT RE-1J:

By:______________________

Brian Lamer
Assistant Superintendent of Operations

EXHIBIT A

REQUEST FOR SUPPLEMENTAL SITE LICENSE

SUPPLEMENTAL SITE ID NO.	STREET NAME/INTERSECTION AND QUADRANT POLE IS LOCATED ON	STATE PLANE COORDINATES		Type of Equipment
		Easting (X)	Northing (Y)	

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 ADA compliance.
   a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
2. The number, size, type, and proximity to the facilities of all communications conduit(s) 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 be stated also; (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.

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 FIRESTONE COLORADO	**AIM No.:** 5.d **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** Julie Pasillas, Matt Wiederspahn **Department:** Water & Community Resources

AGENDA ITEM

Resolution 25-08: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS

RECOMMENDATION

Staff recommends approval of Resolution 25-08 authorizing staff to expend funds.

SUMMARY

The proposed resolution is to purchase the equipment for the Water and Community Resources Department and the Engineering and Utilities Department. The equipment will be used in multiple Divisions, including Parks, Water, and Stormwater.

The equipment was selected per the purchasing policy, ensuring cost-effective and necessary acquisitions to support municipal functions. The equipment will enable Town staff to continue providing quality services to its residents.

The equipment being proposed for purchase will be new additions.

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed $225,000.00. The funds to purchase the equipment will come from available funds budgeted from the General, Water, and Stormwater Funds.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustee work session in September 2024, staff presented a list of identified equipment proposed for the 2025 Budget.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 25-08 Capital Equipment Purchase
2. Water Trailer Memo 1.14.2025

RESOLUTION NO. 25-08

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

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

WHEREAS, all of the items set forth below are capital equipment necessary for the Towns' operations and total an amount not to exceed $225,000.00; and

Groundsmaster 4000-D Mower (Parks Division) ---------------------------------- $100,000
Flatbed Haul Trailer (Water Division) -- $20,000
Hustler HyperDrive Kawasaki FX1000 Mower -Qty 2 (Water Division) ------ $35,000
John Deere FC10R Mower Deck-Qty 2 (Stormwater Division) ---------------- $70,000

WHEREAS, in accordance with the Towns Purchasing Policy all the items under $50,000 with the exception of the Flatbed Haul Trailer were purchased in accordance with the Town's Informal Quotations procedures, and all of those over $50,000 were purchased through the use of the Colorado State Purchasing and Contracts Office Competitive Bids; and

WHEREAS, the Flatbed Haul Trailer was in accordance with Town's Purchasing Policy selected as a Sole Source Purchase as there was but a single supplier in the area capable of meeting all of the Town's specifications and requirements; and

WHEREAS, the Board of Trustees finds that the purchase of all of the capital equipment is in the best interest of the Town.

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

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

INTRODUCED, READ AND ADOPTED this 22nd day of January, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

FIRESTONE
COLORADO

Town of Firestone

Engineering
9950 Park Avenue
Firestone, CO 80504

P 303.833.3291
www.firestoneco.gov

January 15, 2025

RE: Town of Firestone Engineering and Utilities Water Operations Trailer Purchase

Staff is recommending approving a sole sourced purchase with Complete Trailer LLC (Henderson, CO) for the Town of Firestone Water Operations Division for a 22' Equipment trailer for a cost of $16,628.00 including delivery. The Water Division currently does not have an adequate equipment trailer for primarily hauling an excavator or skid steer for water line and water service line repairs. The three-axle trailer with tilt deck has an increased capability and adds to the safety of loading and unloading heavier equipment used in Water Operations Division.

Prior research has shown that the above-mentioned trailer is a hard trailer to find and is competitively priced. When researching the pricing of the 22 ft. Diamond C HDT 307 equipment trailers, they can range from $15,985 to $17,395.

Online pricing (from out of State venders) are also as follows:

- Mirsberger Trailers (Hilbert, TX) $14,995
- Tri County Trailer Sales (Beaver, WV) $16,800

The above pricing also does not include local service and/or associated delivery costs. This request is related to in state availability and local service.

Sincerely,

George Hubert
Town of Firestone
Engineering and Operation Manager

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.e **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Resolution 25-09: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

RECOMMENDATION
Approval of Resolution 25-09

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

In 2024, this requirement was fulfilled through the adoption of Resolution 24-13, which designated the Firestone Town Hall, 9950 Park Ave., Firestone, CO, 80504, and the Town's website (www.firestoneco.gov) as the official posting locations.

The posting locations remain unchanged for 2025, and Resolution 25-09 reaffirms this designation for compliance with statutory requirements.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
Posting locations are designated by resolution by the Board of Trustees annually.

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

ATTACHMENTS
1. Resolution 25-09 Posting Location

RESOLUTION NO. 25-09

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

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

WHEREAS, with the goal of having local governments transition from the posting of notices at a fixed physical location the legislature amended the Open Meetings Law (C.R.S. 24-6-401et seq.) to permit the posting of meetings of local public bodies upon a public website; and

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

WHEREAS, to ensure transparency in its actions the Board of Trustees desires to maintain Town Hall as the public posting location and also post meetings of all local public bodies on the Town's website.

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

1. Pursuant to C.R.S. § 24-6-402 (2)(c), notice of meetings of the Board of Trustees and other local bodies of the Town shall be posted at the Firestone Town Hall, 9950 Park Ave., Firestone, CO, 80504.

2. Pursuant to C.R.S. § 24-6-402 (2)(c) (III) notices of such meetings shall also be published on the Town's website (www.firestoneco.gov) which serves all local public bodies of the Town.

INTRODUCED, READ AND ADOPTED this 22nd day of January, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.f **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** Ivy Pitts **Department:** Administration

AGENDA ITEM

Resolution 25-10: 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

RECOMMENDATION

Approval of the resolution.

SUMMARY

Approval of the resolution will amend the Town's subrecipient agreement with Weld County for Community Development Block Grant (CDBG) funding of the Housing Rehabilitation Program. The amendment extends the agreement's end date from December 2, 2024, to February 28, 2025.

This extension will allow the Town to fully expend the $225,000 awarded for the Housing Rehabilitation Program and finish all the in-progress projects. Once complete this program will have assisted 15 low- to moderate-income homeowners with minor home repairs within Firestone.

FINANCIAL CONSIDERATIONS

The Town will receive a total of $225,000 in CDBG funds to support the Housing Rehabilitation Program.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved Resolution 24-31 on February 28, 2024, amending the subrecipient agreement end date to December 2, 2024.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-10 Amend Weld County CDBG Subrecipient Agreement
2. Weld County_Amend to Extend CDBG Subrecipient Agrmt_2025
3. Weld County-Firestone_CDBG Subrecipient Agreement_Amend to Extend_20240515
4. Subrecipient Agreement - Firestone_Weld Fully Executed_20230133

RESOLUTION NO. 25-10

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

WHEREAS, upon adoption of Resolution 22-129 the Town of Firestone ("Town") entered into a Community Development Block Grant Subrecipient Agreement ("Agreement") with Weld County to conduct and administer housing and community development activities and projects for low to moderate income Town residents; and

WHEREAS**,** the parties desire to amend the Agreement dated December 14, 2022, as amended on May 13, 2024, to extend the term from December 2, 2024 to February 28, 2025.

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

The Amendment to the Community Development Block Grant Subrecipient Agreement between the Town of Firestone and Weld County 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 amended Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

Amendment to Extend Subrecipient Agreement for CDBG Funds By and Between the Weld County CDBG Program and the Town of Firestone, CO Dated December 14, 2022.

1 page to follow

AMENDMENT TO SUBRECIPIENT AGREEMENT FOR CDBG FUNDS
BY AND BETWEEN
THE WELD COUNTY CDBG PROGRAM AND THE TOWN OF FIRESTONE, CO
DATED DECEMBER 14, 2022

THIS AMENDMENT to the Community Development Block Grant Subrecipient Agreement, dated December 14,2022, is entered into and made effective as of this ___ of _____, 20__ (the "Effective Date") by and between the Weld County Community development Block Grant Program (herein called the "Grantee") and the Town of Firestone (herein called the "Subrecipient") provides for modifications to this agreement.

WHEREAS the Grantee and the Subrecipient entered into a Community Development Block Grant Subrecipient Agreement on December 14, 2022 (the "Agreement") and;

WHEREAS both parties agree to modify the Subrecipient Agreement; and,

NOW THEREFORE the parties agree to modify the following parts of the agreement:

Section II TIME OF PERFORMANCE as set forth below:

1. Section II of the Agreement with the Subrecipient dated December 14, 2022 as amended May 13, 2024 which states:

   Services of the Subrecipient shall start on the day of the Notice to Proceed and end on December 2, 2024 is hereby amended to read: Services of the Subrecipient shall start on the day of the Notice to Procced and end on February 28, 2025.

2. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

APPROVED AND SIGNED THIS ___ of ________, 20__.

ATTEST:	TOWN OF FIRESTONE, COLORADO
By: _________________________________	By: ________________________________
Firestone Town Clerk	Don Conyac, Mayor
ATTEST: __________________________	BOARD OF COUNTY COMMISSIONERS
Weld County Clerk to the Board	WELD COUNTY, COLORADO
BY: ______________________________	________________________________
Deputy Clerk to the Board	Perry Buck, Chair

AMENDMENT TO SUBRECIPIENT AGREEMENT FOR CDBG FUNDS
BY AND BETWEEN
THE WELD COUNTY CDBG PROGRAM AND THE TOWN OF FIRESTONE, CO
DATED DECEMBER 14, 2022

THIS AMENDMENT to the Community Development Block Grant Subrecipient Agreement, dated December 14,2022, is entered into and made effective as of this 13th of May 2024 (the "Effective Date") by and between the Weld County Community development Block Grant Program (herein called the "Grantee") and the Town of Firestone (herein called the "Subrecipient") provides for modifications to this agreement.

WHEREAS the Grantee and the Subrecipient entered into a Community Development Block Grant Subrecipient Agreement on December 14, 2022 ~~July 14, 2021~~ (the "Agreement") and;

WHEREAS both parties agree to modify the Subrecipient Agreement; and,

NOW THEREFORE the parties agree to modify the following parts of the agreement:

Section I(A) ACTIVITIES, Section I(C) LEVELS OF ACCOMPLISHMENT, Section II TIME OF PERFORMANCE as set forth below:

1. Section 1(A) of the Agreement with the Subrecipient dated December 14, 2022 which states:

   The Subrecipient, Town of Firestone will be responsible for administering a CDBG-funded Single-Family Housing Rehabilitation Program consisting of minor home repairs and/or maintenance (not to exceed $12,500 per household) on single-family, owner-occupied residences of low and moderate- income residents of the Town of Firestone is hereby amended to read: The Subrecipient, Town of Firestone will be responsible for administering a CDBG-funded Single-Family Housing Rehabilitation Program consisting of minor home repairs and/or maintenance on single-family, owner-occupied residences of low and moderate- income residents of the Town of Firestone.

2. Section 1(C) of the Agreement with the Subrecipient dated December 14, 2022 which states.

   The Subrecipient agrees to provide the following levels of program services: complete minor rehabilitation projects on 18-56 qualifying residences within the Town of Firestone under this program is hereby amened to read: The Subrecipient agrees to provide the following levels of program services: complete minor rehabilitation projects on 15-50 qualifying residences within the Town of Firestone under this program.

3. Section II of the Agreement with the Subrecipient dated December 14, 2022 ~~July 14, 2021~~ which states: KR

   Services of the Subrecipient shall start on the day of the Notice to Proceed and end after twelve months is hereby amended to read: Services of the Subrecipient shall start on the day of the Notice to Procced and end on December 2, 2024.

4. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

APPROVED AND SIGNED THIS 28 of Feb, 2024

ATTEST:

By: _______________
Firestone Town Clerk

TOWN OF FIRESTONE, COLORADO

By: _______________
Frank Jimenez, Mayor Pro Tem

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

ATTEST: Esther E. Gesick
Weld County Clerk to the Board

BY: _______________
Deputy Clerk to the Board

WELD COUNTY 1861

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

____
Kevin D. Ross, Chair

MAY 13 2024

2023-0133

RESOLUTION NO. 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

WHEREAS, upon adoption of Resolution 22-129 the Town of Firestone ("Town") entered into a Community Development Block Grant Subrecipient Agreement ("Agreement") with Weld County to conduct and administer housing and community development activities and projects for low to moderate income Town residents; and

WHEREAS, the parties desire to amend the Agreement to remove the not-to-exceed limit of $12,500 per household, change the level of program services from 18-56 total households to 15-50 total households and extend the term from June 5, 2024 to December 2, 2024.

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

The Amendment to the Community Development Block Grant Subrecipient Agreement between the Town of Firestone and Weld County 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 amended Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 28 day of Feb, 2024.

TOWN OF FIRESTONE, COLORADO

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

Frank Jimenez, Mayor Pro Tem

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT entered this 14 day of Dec 20 22 by and between the Weld County Community Development Block Program (herein called the "Grantee") and the Town of Firestone (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee and Subrecipient have an executed Cooperation Agreement;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible to provide the following activity(ies): to implement a Single-Family Housing Rehabilitation Program for the benefit of low to moderate income residents to meet the National Objective of Benefit to Low and Moderate-Income Persons. The Subrecipient will be responsible for administering the Community Development Block Grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Program Delivery

Activity #1 The Subrecipient, Town of Firestone will be responsible for administering a CDBG-funded Single-Family Housing Rehabilitation Program consisting of minor home repairs and/or maintenance (not to exceed $12,500 per household) on single-family, owner-occupied residences of low and moderate-income residents of the Town of Firestone. Improvements addressing health and safety issues will be a priority then code violations and maintenance to follow and be carried out by appropriately licensed and insured contractors.

Activity #2 Program marketing to low- to moderate-income households and areas within the Town of Firestone.

General Administration

The Town will be responsible for the general administration and monitoring of the work performed to include the following:

2023-0133

01/09 F10078

Application intake and income qualification based on current HUD AMI limits for Weld County. Subrecipient to collect all required support documentation from the applicant to make a determination of eligibility.

Preparation of a Tier 2 Environmental Review Statutory Checklist for each property considered for assistance. Tier 2 checklists to be submitted to Weld County CDBG Program staff for review and approval prior to the commitment of funds for each property.

Documentation of inspections to determine the adequacy and expected system life of major building components required per household upon approved application. Use of appropriately certified testing agencies to sample for hazardous building materials when required.

Documentation of all program activities in well-organized project files made available to the Weld County CDBG Program for monitoring.

Preparation and submittal of pay requests for reimbursement for program activities. Pay requests to include contractor invoices and any other documentation deemed necessary by the Weld County CDBG Program to determine the eligibility of costs requested for reimbursement.

Preparation and submittal of reports detailing accomplishments, demographic and income data for all program participants.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of Benefit to Low and Moderate-Income Persons through the rehabilitation of single-family, owner-occupied residences of low and moderate-income persons to increase affordable, accessible housing choices.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services: complete minor rehabilitation projects on 18-56 qualifying residences within the Town of Firestone under this program.

Activity	Units per Month	Total Units/Year
Activity #1	1-5 homes	18-56 homes

Units of Service are the number of single-family residences rehabilitated.

Activity #2	232 persons/week	12,064 persons/year

Units of Service are the number of residents reached by marketing and promotion

D. Staffing

Paula Mehle, Director of Economic Development & Neighborhood Services, Town of Firestone, will serve as Project Manager. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date of the Notice to Proceed and end after twelve months. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item		Amount
Weld County CDB grant	225,000	$225,000
Town of Firestone funds	25,000	$25,000
Program Admin		$ 22,100
Marketing		2,900
Rehab costs-labor & materials		225,000
TOTAL		$250,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $ 225,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

Weld CDBG Office	Subrecipient
Cheryl Pattelli	Drew Peterson
Chief Financial Officer	Mayor
PO Box 758	9950 Park Avenue
Greeley, CO 80632	Firestone, CO 80504
cpattelli@weldgov.com	dpeterson@firestoneco.gov
Phone: 970 400-4451	303 833-3291 ext. 5501

VI. SPECIAL CONDITIONS

All projects regardless of scope, require an environmental review. Reviews will be completed by the County prior to issuing a notice to proceed.

If the Subrecipient wishes to extend the time given for project completion, it will need to notify the Weld County CDBG Program in writing forty-five (45) days in advance unless due to unforeseen circumstances. Weld County CDBG staff may extend the time of performance of this Subrecipient Agreement up to 90 days without prior approval from the Weld County Board of Commissioners.

Progress reports will be due quarterly on April 30th, July 31st, October 31st and January 31st for the preceding quarter. In addition, a progress report must accompany each draw request detailing the progress made/activities completed with the funds being requested for reimbursement.

VII. GENERAL CONDITIONS

(Note: Links to the Code of Federal Regulations [CFR] may be accessed through links provided in the Agreement, provided as a convenience to the Subrecipient. It is, however, the Subrecipient's responsibility to ensure the links are the most current one available)

Code of Federal Regulations
https://www.govinfo.gov/app/collection/cfr/

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall to the extent permitted by law hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the Agreement's assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.304 and 2 CFR 200.310, Bonds and Insurance Coverage.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200.303 – 309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments." as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR.200. 303-309; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. <u>Retention</u>

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. <u>Client Data</u>

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. <u>Disclosure</u>

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. <u>Close-outs</u>

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program income.

6. <u>Audits & Inspections</u>

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the term of the Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the term of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

No indirect costs can be charged to this Project.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based on information submitted by the Subrecipient and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred and paid for by the Subrecipient. Requests for payment by the Subrecipient must include copies of invoices for which reimbursement is being requested, and a copy(ies) of Subrecipient's check for payment of the invoices. Additionally, the Progress/Inspection Report should be submitted with activity progress noted for the period for which reimbursement is being requested. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the procedures delineated at 2 CFR 200.317-327 when procuring all materials, property, and/or services (including the purchase of equipment) under this Agreement. It is the Subrecipient's responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Subrecipient shall, to the greatest extent feasible, reach out through advertising, phone or email notice, or other means, and solicit bids from, Section 3 business concerns, women-owned businesses, and minority-owned businesses.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five(5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement

after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may upon notice to Subrecipient preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be

awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.317-327 and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and 2 CFR Part 225 would apply.]

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

By: ____________________

Miriam L. Gonzalez, Acting Town Clerk

TOWN OF FIRESTONE, COLORADO

By: ____________________

Drew Alan Peterson, Mayor

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

ATTEST: Esther E. Gesick

Weld County Clerk to the Board

BY: ____________________

Deputy Clerk to the Board

WELD COUNTY 1861

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

____

Mike Freeman, Chair

JAN 09 2023

APPROVED AS TO FUNDING:

Cheryl Pattelli

Chief Financial Officer

APPROVED AS TO SUBSTANCE:

Elizabeth Relford

Elected Official or Department Head

APPROVED AS TO FORM:

Karin McDougal

County Attorney

2023-0133

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.g **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** **Department:** Administration

AGENDA ITEM
Resolution 25-13: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBERLAN SMALL BUSINESS GROUP, INC., FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES.

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

SUMMARY
This agreement is for 2025 Annual IT services with TimberLAN Small Business Group (TimberLAN). TimberLAN has been the Town of Firestone's IT management consultant since 2007.

This agreement will cover Annual IT Network Support, Cicso Phone Support, Virtual Server Rebuilds, SSL Certificates, and special projects, i.e., Domain Joint MDTs and CORAs.

TimberLAN has been in business since 2001, serving municipalities.

FINANCIAL CONSIDERATIONS
The agreement is for an amount not to exceed $137,400.
Annual IT Network Support $88,000
Phone Support Cisco $8,000
Special Project, i.e. Domain Joint MDT’s, CORA’s $15,000
Virtual Server Rebuilds $25,000
SSL Certificates $1,400

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
1. Resolution 25-13_TimberLAN Annual IT Services_2025
2. TimberLAN Annual IT Services_2025

RESOLUTION NO. 25-13

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBERLAN SMALL BUSINESS GROUP, INC., FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES

WHEREAS, TimberLAN Small Business Group, Inc., (“TimberLAN”) has been providing Information Technology (“IT”) Services to the Town of Firestone (“Town”) on an annual basis since 2007; and

WHEREAS, given their expertise and experience with the Town’s Information Technology’s services and needs staff finds that TimberLAN best meets the needs of the Town and recommends approval of the proposed Agreement between the Town and TimberLAN for Professional Information Technology Services.

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

The Professional Information Technology Services Agreement between the Town of Firestone and TimberLAN Small Business 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 ____________, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy 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 ____________, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **TIMBERLAN SMALL BUSINESS GROUP, INC**, an independent Contractor with a principal place of business at 7239 Bradburn Blvd. Suite 250 Westminster, Colorado 80030 ("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 **2025 Annual IT Support Services.**

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall 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 **$137,400**. 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. INDEPENDENTCONTRACTOR

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

be, and remain at all times, employees or agents of Contractor for all purposes. 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:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

____

Don Conyac Jr., Mayor

ATTEST:

____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

TIMBERLAN SMALL BUSINESS GROUP, INC

By: ____________________________

Eric J Bradic, President

EXHIBIT A
SCOPE OF SERVICES

Contractor 's Duties

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

Annual IT Network Support - TimberLAN	$ 88,000
Phone Support Cisco - TimberLAN	$ 8,000
Special Project – TimberLAN (Domain Joint MDT's, CORA's)	$ 15,000
Virtual Server Rebuilds - TimberLAN	$ 25,000
SSL Certificates	$1,400

EXHIBIT B
TimberLAN Engagement Agreement

TimberLAN Engagement Agreement

V 5.0

This Agreement, between The Town of Firestone, (hereinafter referred to as "Customer") and TimberLAN Inc., a Colorado corporation, (hereinafter referred to as "Servicer"), relating to services, terms and conditions which are further described below.

Description of Services

Network, LAN, WAN, server, workstation, database, consulting, support, internet-related activities, accessories, and sales services.

Rates and Expense Reimbursement

Servicer shall charge Customer a minimum base rate of $225 per hour for services provided on behalf of Customer. A higher base rate may apply based on the scope of work and/or engineer involved. Work to be performed at a higher base rate will be presented and approved and agreed upon by the Customer and Servicer, prior to its start, in writing. This may be as an individual agreement only outlining the rate change, or included in a Statement of Work. The effective base rate shall be for work performed between the hours of 8:00 AM to 5:00 PM Monday through Friday excluding any Holidays. Work performed outside the effective base rate hours shall be billed at 1.5 times the effective base rate. Work performed between 5:00 PM Saturday and 8:00 AM Monday and/or on Holidays will be billed at 2 times the effective base rate. Customer agrees to pay Servicer for those hours worked in a manner stated on the invoice provided by Servicer. Servicer has a right to collect funds for work performed, as well as any expenses incurred on behalf of Customer, while performing work for Customer. Rates will be invoiced monthly and under terms of net 30 days. Unpaid invoices will incur finance charges equal to 1.5% monthly or 18% annually. Customer also agrees to pay court costs and reasonable attorney fees and interest as a result of nonpayment for services rendered.

Liability Disclaimer

When planning, maintaining or resolving issues in a network environment, there is an inherent risk of data loss due to failure of equipment or software. Servicer will exercise reasonable diligence to prevent the loss of data as well as the avoidance of system down time or failure. Customer specifically agrees that Servicer may not be held accountable for the loss of data or the cost of reconstruction of systems or data during the course of this engagement. Should data loss or system failure occur during this engagement, Servicer will, without assuming fault, make all reasonable attempts in the recovery of data and the repair of systems. The repair and recovery will both be billed at the usual hourly rate.

Customer Facilities

Customer agrees that Servicer has designed the IT infrastructure around the Servicer's current facility environment used to house, power, cool, and run the equipment. Customer is fully responsible for the management, maintenance and upkeep required to maintain that environment. Service is not responsible for any damage to equipment, loss of data, or downtime due to Customer's environmental failures. In the event of a facility or facility component failure that causes service interruption, Customer understands and agrees that the time Servicer spends to restore services will be billed as described in the Rates and Expense Reimbursement section of this agreement. Furthermore, Customer also agrees that these charges are separate and not covered under any other agreement or service cap.

Back-up Copies of Database

Servicer recommends and Customer agrees to create, maintain and verify back-up copies of all data prior to any services being rendered on said data.

Limited Warranties

Servicer does not guarantee any warranties of any kind, express or implied, including, but not limited to, any manufacturer's implied warranties of merchantability or fitness for a particular purpose. Servicer's responsibilities for installing hardware and software and for product warranties are limited to the manufacturer's specifications, terms and conditions.

Soliciting Employees

Servicer and Customer realize each other's staff members are valuable assets to each other's corporation. Servicer and Customer therefore agree not to directly or indirectly solicit, hire, contract or employ each other's employees, whether directly or indirectly involved with this effort, for a period of 180 days after this Agreement ceases, unless agreed to in writing by both parties. Furthermore, Servicer and Customer agree not to hire, contract, or employ an employee who has separated from either organization for any reason for a period of 180 days.

Force Majeure

Servicer shall not be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, transportation delays, inability to obtain materials from suppliers, product deficiencies or any other situation beyond the reasonable control of Servicer.

Further Assurances

Servicer provides a warranty for good workmanship with regard to services rendered under this Agreement. The Warranty extends only to services actually performed by Servicer or its employees and is in lieu of all other warranties, express or implied; however, Servicer shall not be liable for any indirect, special, or consequential damages arising out of this Agreement.

Dispute Resolution

Any dispute or disagreement arising out of this Agreement shall be settled through binding arbitration, regardless of any other means previously or otherwise stated. It will be the obligation of Servicer to choose the arbitration association and obtain the required arbitrators. The parties will pay the fees for arbitrators equally hereto.

SECURITY ADDENDUM

The Town of Firestone requires any vendor personnel contracted to provide service within the Firestone Police and Municipal Building at 9900 Park Avenue, Firestone Colorado 80504 undergo a fingerprint-based background check.

Fingerprint-based background checks shall be required pursuant to the CJIS Security Policy for all vendor personnel with direct, indirect, or situational access to the Firestone Police and Municipal Building

Access shall be denied to any personnel whose background check includes a felony conviction or active warrant.

Fingerprints captured over one year prior to submission will not be accepted.

Vendor shall comply with all applicable standards of the Criminal Justice Information Services (CJIS) security policy

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

TIMBERLAN SMALL BUSINESS GROUP, INC

By: ______________________________
Eric J. Bradac, President

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.h **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM

Resolution 25-14: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SUMMIT DATA PROTECTION LLC., FOR NETWORK SECURITY, DNS HOSTING AND VDI SUBSCRIPTION SERVICES.

RECOMMENDATION

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

SUMMARY

This agreement is for 2025 Summit Data Protection LLC for annual Information Technology ("IT") services for Disaster Recovery and Remote Backup.

Summit Data Protection LLC is a partner company of TimberLAN Small Business Group, Inc. ("TimberLAN"), and has been providing IT services to the Town of Firestone on an annual basis since 2007.

FINANCIAL CONSIDERATIONS

The agreement is for an amount not to exceed $96,000.00 to provide remote data backups and recovery services at a base rate of $225 per hour.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-14_Summit Data Protection LLC_2025
2. Summit Data Protection Agreement_2025

RESOLUTION NO. 25-14

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SUMMIT DATA PROTECTION LLC., FOR DISASTER RECOVERY AND REMOTE BACKUP SERVICES

WHEREAS, Summit Data Protection LLC a partner company of TimberLAN Small Business Group, Inc., ("TimberLAN") who has been providing Information Technology ("IT") Services to the Town of Firestone ("Town") on an annual basis since 2007; and

WHEREAS, Summit Data Protection LLC expertise and experience with the Town's Information Technology's services and the Town needs for Disaster Recovery and Remote Backup needs staff recommends approval of the proposed Agreement between the Town and Summit Data Protection LLC.

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

The Professional Information Technology Services Agreement between the Town of Firestone and Summit Data Protection LLC., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy 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 ____________, 2025 the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **SUMMIT DATA PROTECTION LLC.**, an independent Contractor with a principal place of business at 7239 Bradburn Blvd. Suite 250 Westminster, Colorado 80030 ("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 **2025 Annual IT Support Services.**

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall 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 **$96,000**. 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.

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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.

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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:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

____

Don Conyac Jr., Mayor

ATTEST:

____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

SUMMIT DATA PROTECTION LLC.

By: ______________________________

Eric J. Bradac, President

EXHIBIT A
SCOPE OF SERVICES

<u>Contractor 's Duties</u>

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

- Disaster Recovery & Remote Backups Multiple Locations - $96000

EXHIBIT B
Summit Data Protection LLC Engagement Agreement

Summit Data Protection LLC.

V5.0

This Agreement, between The Town of Firestone, (hereinafter referred to as "Customer") and Summit Data Protection LLC.., a Colorado corporation, (hereinafter referred to as "Servicer"), relating to services, terms and conditions which are further described below.

Description of Services

Provide remote data backups and recovery services.

Rates and Expense Reimbursement

Servicer shall charge Customer a minimum base rate of $225 per hour for services provided on behalf of Customer. A higher base rate may apply based on the scope of work and/or engineer involved. Work to be performed at a higher base rate will be presented and approved and agreed upon by the Customer and Servicer, prior to its start, in writing. This may be as an individual agreement only outlining the rate change, or included in a Statement of Work. The effective base rate shall be for work performed between the hours of 8:00 AM to 5:00 PM Monday through Friday excluding any Holidays. Work performed outside the effective base rate hours shall be billed at 1.5 times the effective base rate. Work performed between 5:00 PM Saturday and 8:00 AM Monday and/or on Holidays will be billed at 2 times the effective base rate. Customer agrees to pay Servicer for those hours worked in a manner stated on the invoice provided by Servicer. Servicer has a right to collect funds for work performed, as well as any expenses incurred on behalf of Customer, while performing work for Customer. Rates will be invoiced monthly and under terms of net 30 days. Unpaid invoices will incur finance charges equal to 1.5% monthly or 18% annually. Customer also agrees to pay court costs and reasonable attorney fees and interest as a result of nonpayment for services rendered.

Liability Disclaimer

When planning, maintaining or resolving issues in a network environment, there is an inherent risk of data loss due to failure of equipment or software. Servicer will exercise reasonable diligence to prevent the loss of data as well as the avoidance of system down time or failure. Customer specifically agrees that Servicer may not be held accountable for the loss of data or the cost of reconstruction of systems or data during the course of this engagement. Should data loss or system failure occur during this engagement, Servicer will, without assuming fault, make all reasonable attempts in the recovery of data and the repair of systems. The repair and recovery will both be billed at the usual hourly rate.

Customer Facilities

Customer agrees that Servicer has designed the IT infrastructure around the Servicer's current facility environment used to house, power, cool, and run the equipment. Customer is fully responsible for the management, maintenance and upkeep required to maintain that environment. Service is not responsible for any damage to equipment, loss of data, or downtime due to Customer's environmental failures. In the event of a facility or facility component failure that causes service interruption, Customer understands and agrees that the time Servicer spends to restore services will be billed as described in the Rates and Expense Reimbursement section of this agreement. Furthermore, Customer also agrees that these charges are separate and not covered under any other agreement or service cap.

Back-up Copies of Database

Servicer recommends and Customer agrees to create, maintain and verify back-up copies of all data prior to any services being rendered on said data.

Limited Warranties

Servicer does not guarantee any warranties of any kind, express or implied, including, but not limited to, any manufacturer's implied warranties of merchantability or fitness for a particular purpose. Servicer's responsibilities for installing hardware and software and for product warranties are limited to the manufacturer's specifications, terms and conditions.

Soliciting Employees

Servicer and Customer realize each other's staff members are valuable assets to each other's corporation. Servicer and Customer therefore agree not to directly or indirectly solicit, hire, contract or employ each other's employees, whether directly or indirectly involved with this effort, for a period of 180 days after this Agreement ceases, unless agreed to in writing by both parties. Furthermore, Servicer and Customer agree not to hire, contract, or employ an employee who has separated from either organization for any reason for a period of 180 days.

Force Majeure

Servicer shall not be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, transportation delays, inability to obtain materials from suppliers, product deficiencies or any other situation beyond the reasonable control of Servicer.

Further Assurances

Servicer provides a warranty for good workmanship with regard to services rendered under this Agreement. The Warranty extends only to services actually performed by Servicer or its employees and is in lieu of all other warranties, express or implied; however, Servicer shall not be liable for any indirect, special, or consequential damages arising out of this Agreement.

Dispute Resolution

Any dispute or disagreement arising out of this Agreement shall be settled through binding arbitration, regardless of any other means previously or otherwise stated. It will be the obligation of Servicer to choose the arbitration association and obtain the required arbitrators. The parties will pay the fees for arbitrators equally hereto.

SECURITY ADDENDUM

The Town of Firestone requires any vendor personnel contracted to provide service within the Firestone Police and Municipal Building at 9900 Park Avenue, Firestone Colorado 80504 undergo a fingerprint-based background check.

Fingerprint-based background checks shall be required pursuant to the CJIS Security Policy for all vendor personnel with direct, indirect, or situational access to the Firestone Police and Municipal Building

Access shall be denied to any personnel whose background check includes a felony conviction or active warrant.

Fingerprints captured over one year prior to submission will not be accepted.

Vendor shall comply with all applicable standards of the Criminal Justice Information Services (CJIS) security policy

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

SUMMIT DATA PROTECTION LLC.

By: ____________________________________
Eric J. Braduc, President

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.i **Consent Agenda** **Meeting Date:** January 22, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM
Resolution 25-15: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENTBETWEEN THE TOWN OF FIRESTONE AND ELEVATED CLOUD SERVICES LLC., FOR NETWORK SECURITY, DNS HOSTING AND VDI SUBSCRIPTION SERVICES.

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

SUMMARY
This agreement with Elevated Cloud Services LLC, is for annual Information Technology (IT) services for Network Security, DNS Hosting, and VDI Subscription Services.

Elevated Cloud Services LLC is a partner company of TimberLAN Small Business Group, Inc. (TimberLAN), and has been providing IT Services to the Town of Firestone on an annual basis since 2007.

FINANCIAL CONSIDERATIONS
The agreement is for an amount not to exceed $62,000
Security, DNS, Antivirus, Endpoint, Spam $17,000
VDI Subscription Services $45,000

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
1. Resolution 25-15_Elevated Cloud Services LLC_2025
2. Elevated Cloud Service Agreement_2025

RESOLUTION NO. 25-15

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENTBETWEEN THE TOWN OFFIRESTONE AND ELEVATED CLOUD SERVICES LLC., FOR NETWORK SECURITY, DNS HOSTING AND VDI SUBSCRIPTION SERVICES

WHEREAS, Elevated Cloud Services LLC is a partner company of TimberLAN Small Business Group, Inc., ("TimberLAN") who has been providing Information Technology Services to the Town of Firestone ("Town") on an annual basis since 2007; and

WHEREAS, Given Elevated Cloud Services LLC's expertise and experience with the Town's Information Technology services it best meets the Town's needs for Network Security, DNS Hosting and VDI Subscription Services and staff recommends approval of the proposed Agreement between the Town and Elevated Cloud Services LLC.

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

The Professional Information Technology Services Agreement between the Town of Firestone and Elevated Cloud Services LLC for Network Security DNS Hosting and VDI Subscription Services, 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 ____________, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy 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 ____________, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **ELEVATED CLOUD SERVICES LLC.** an independent Contractor with a principal place of business at 7239 Bradburn Blvd. Suite 250 Westminster, Colorado 80030. ("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 **2025 Annual IT Support Services.**

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall 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 **$62,000**.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. INDEPENDENTCONTRACTOR

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

be, and remain at all times, employees or agents of Contractor for all purposes. 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:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

____

Don Conyac Jr., Mayor

ATTEST:

____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

ELEVATED CLOUD SERVICES LLC.

By: ______________________________

Eric J. Bradac, President

EXHIBIT A
SCOPE OF SERVICES

Contractor 's Duties

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

VDI Subscriptions (Qty. 50)	$ 45,000
Security, DNS, Antivirus, Endpoint, Spam	$ 17,000

Elevated Cloud Services LLC Engagement Agreement

V5.0

This Agreement, between The Town of Firestone, (hereinafter referred to as "Customer") and Elevated Cloud Services LLC., a Colorado corporation, (hereinafter referred to as "Servicer"), relating to services, terms and conditions which are further described below.

Description of Services

Provide Network endpoint security, DNS hosting and VDI subscription services

Rates and Expense Reimbursement

Servicer shall charge Customer a minimum base rate of $225 per hour for services provided on behalf of Customer. A higher base rate may apply based on the scope of work and/or engineer involved. Work to be performed at a higher base rate will be presented and approved and agreed upon by the Customer and Servicer, prior to its start, in writing. This may be as an individual agreement only outlining the rate change, or included in a Statement of Work. The effective base rate shall be for work performed between the hours of 8:00 AM to 5:00 PM Monday through Friday excluding any Holidays. Work performed outside the effective base rate hours shall be billed at 1.5 times the effective base rate. Work performed between 5:00 PM Saturday and 8:00 AM Monday and/or on Holidays will be billed at 2 times the effective base rate. Customer agrees to pay Servicer for those hours worked in a manner stated on the invoice provided by Servicer. Servicer has a right to collect funds for work performed, as well as any expenses incurred on behalf of Customer, while performing work for Customer. Rates will be invoiced monthly and under terms of net 30 days. Unpaid invoices will incur finance charges equal to 1.5% monthly or 18% annually. Customer also agrees to pay court costs and reasonable attorney fees and interest as a result of nonpayment for services rendered.

Liability Disclaimer

When planning, maintaining or resolving issues in a network environment, there is an inherent risk of data loss due to failure of equipment or software. Servicer will exercise reasonable diligence to prevent the loss of data as well as the avoidance of system down time or failure. Customer specifically agrees that Servicer may not be held accountable for the loss of data or the cost of reconstruction of systems or data during the course of this engagement. Should data loss or system failure occur during this engagement, Servicer will, without assuming fault, make all reasonable attempts in the recovery of data and the repair of systems. The repair and recovery will both be billed at the usual hourly rate.

Customer Facilities

Customer agrees that Servicer has designed the IT infrastructure around the Servicer's current facility environment used to house, power, cool, and run the equipment. Customer is fully responsible for the management, maintenance and upkeep required to maintain that environment. Service is not responsible for any damage to equipment, loss of data, or downtime due to Customer's environmental failures. In the event of a facility or facility component failure that causes service interruption, Customer understands and agrees that the time Servicer spends to restore services will be billed as described in the Rates and Expense Reimbursement section of this agreement. Furthermore, Customer also agrees that these charges are separate and not covered under any other agreement or service cap.

Back-up Copies of Database

Servicer recommends and Customer agrees to create, maintain and verify back-up copies of all data prior to any services being rendered on said data.

Limited Warranties

Servicer does not guarantee any warranties of any kind, express or implied, including, but not limited to, any manufacturer's implied warranties of merchantability or fitness for a particular purpose. Servicer's responsibilities for installing hardware and software and for product warranties are limited to the manufacturer's specifications, terms and conditions.

Soliciting Employees

Servicer and Customer realize each other's staff members are valuable assets to each other's corporation. Servicer and Customer therefore agree not to directly or indirectly solicit, hire, contract or employ each other's employees, whether directly or indirectly involved with this effort, for a period of 180 days after this Agreement ceases, unless agreed to in writing by both parties. Furthermore, Servicer and Customer agree not to hire, contract, or employ an employee who has separated from either organization for any reason for a period of 180 days.

Force Majeure

Servicer shall not be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, transportation delays, inability to obtain materials from suppliers, product deficiencies or any other situation beyond the reasonable control of Servicer.

Further Assurances

Servicer provides a warranty for good workmanship with regard to services rendered under this Agreement. The Warranty extends only to services actually performed by Servicer or its employees and is in lieu of all other warranties, express or implied; however, Servicer shall not be liable for any indirect, special, or consequential damages arising out of this Agreement.

Dispute Resolution

Any dispute or disagreement arising out of this Agreement shall be settled through binding arbitration, regardless of any other means previously or otherwise stated. It will be the obligation of Servicer to choose the arbitration association and obtain the required arbitrators. The parties will pay the fees for arbitrators equally hereto.

SECURITY ADDENDUM

The Town of Firestone requires any vendor personnel contracted to provide service within the Firestone Police and Municipal Building at 9900 Park Avenue, Firestone Colorado 80504 undergo a fingerprint-based background check.

Fingerprint-based background checks shall be required pursuant to the CJIS Security Policy for all vendor personnel with direct, indirect, or situational access to the Firestone Police and Municipal Building

Access shall be denied to any personnel whose background check includes a felony conviction or active warrant.

Fingerprints captured over one year prior to submission will not be accepted.

Vendor shall comply with all applicable standards of the Criminal Justice Information Services (CJIS) security policy

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

ELEVATED CLOUD SERVICES LLC.

By: ______________________
Eric J. Bradac, President

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 6.a **Presentation** **Meeting Date:** January 22, 2025 **Initiated By:** **Department:** Board of Trustees

AGENDA ITEM
Frederick-Firestone Fire Protection District

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.a **Land Development** **Meeting Date:** January 22, 2025 **Initiated By:** Pam Howard **Department:** Planning & Development

AGENDA ITEM

Resolution 25-11: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING RESOLUTION NO. 24-131 CONCERNING THE CONDITIONS OF APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 25-11.

SUMMARY

The approving resolution for Barefoot Lakes Filing 7A (Resolution 24-68) included eleven (11) conditions to be met prior to recording the plat. This resolution removes the following four (4) conditions:

(b) Applicant shall provide a recorded release of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167 prior to recordation of the Final Plat, or the Final Plat shall be amended by the addition of the following development note, to read as follows:

> (1) Block 2, Lots 12-16 will not be issued building permits, sold, conveyed, or transferred until the developer has furnished the Town proof of release, or other documentation acceptable to the Town, indicating such lots are no longer burdened by the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167. Upon acceptance by the Town of Firestone, the above-stated plat restriction shall be removed.

(c) Prior to recordation of the Final Plat, Applicant shall provide sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptance to the Town, indicating the flow line underneath Block 2, Lots 12-16 has been removed and capped in accordance with ECMC standards and rules.

(d) Prior to recordation of the Final Plat, Applicant shall obtain and record a duly executed consent to use easement agreement from the holder of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167, permitting the Town to cross, construct, install, operate, own, and maintain within the easement area any public improvement as shown on the approved Final Construction Documents.

(j) Prior to recordation of the Final Plat, all approvals from the No. 3 Outlet Lateral Ditch Company must be completed and any ditch agreements provided to the Town.

Conditions (b), (c), and (j) have been satisfied. Condition (d) is unable to be met due to lack of cooperation from the easement holder.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On July 10, 2024, the Board of Trustees approved Resolution 24-68, a resolution approving the Barefoot Lakes Filing 7A Final Plat; on December 11, 2024, the Board of Trustees approved Resolution 24-131, a resolution extending the approval of the plat.

BOARD STRATEGIC PLAN IMPACT

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

N/A

ATTACHMENTS

1. Resolution 25-11 Amending Conditions of Approval of Barefoot Lakes Filing 7A
2. Barefoot Lakes Filing 7A Plat
3. Resolution 24-131 Extending the Approval of a Final Plat for Real Property within Barefoot Lakes Filing 7A
4. Resolution 24-68 Approving Final Subdivision Plat Accepting Interest Dedicated by Final Plat Barefoot Lakes Filing 7A

RESOLUTION NO. 25-11

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING RESOLUTION NO. 24-131 CONCERNING THE CONDITIONS OF APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 24-68, dated July 10, 2024, conditionally approved the Barefoot Lakes Filing 7A Final Plat (the "Final Plat"), submitted by Barefoot, LLC ("Applicant"), as owner of certain real property located within Barefoot Lakes Filing 7A (the "Property"); and

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 24-131, dated December 11, 2024, extended the date of approval of the Final Plat—and, by extension, the eleven approval conditions—for a period of one hundred and eighty (180) days to July 4, 2025; and

WHEREAS, Applicant has fully satisfied approval conditions (b), (c), and (j) as more particularly set forth in Section 2 of Resolution No. 24-68; and

WHEREAS, Applicant and the Town have been diligently working together to obtain a duly executed consent to use easement agreement from the holder of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167—in other words, to satisfy approval condition (d)—however the easement holder has so far refused to cooperate in these efforts;

WHEREAS, Applicant has requested the Board of Trustees consider eliminating the requirement for Applicant to obtain such a consent as a condition of approval of the Final Plat as more particularly set forth in Section 2 of Resolution No. 24-68; and

WHEREAS, Town Staff, in consultation with the Town Attorney's Office, has carefully evaluated the terms and conditions of the oil and gas easement recorded at Reception No. 4051167 and recommends that the Board of Trustees remove the consent requirement as a condition of approval, based on a term contained in said easement that obligates the easement holder to "pay for, repair, replace, or otherwise compensate Grantor for any damages resulting from [easement holder's] activities and operations on the Right-of-Way Lands . . .";

WHEREAS, the Board of Trustees has reviewed Applicant's request and, based on the application materials and the Applicant's good faith attempt to comply with Section 2 of Resolution No. 24-68, has determined that the term of the oil and gas easement recorded at Reception No. 4051167 obligating the easement holder to pay damages, while not flawless, provides a sufficient level of protection to the Town to mitigate against some of the potential losses that could arise from future impacts or disturbances to public improvements crossing the easement area, which may be caused by the easement holder's activities in relation to its facilities, such that keeping the requirement to obtain a consent from an uncooperative and hostile easement holder would be unduly burdensome to the Applicant and works against its intended goal; and

WHEREAS, the Board of Trustees desires to amend Resolution No. 24-131 to acknowledge Applicant's satisfaction of approval conditions (b), (c) and (j) and to remove approval condition (d).

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

Section 1. Section 1 of Resolution No. 24-131 is hereby amended to read as follows:

"The Board of Trustees hereby approves a one hundred and eighty (180) day extension for the Barefoot Lakes Filing 7A Final Plat to July 4, 2025, subject to the following conditions:

(a) All conditions of the original Barefoot Lakes Filing 7A Final Plat approval from July 10, 2024, as set out in Section 2 of Resolution No. 24-68, excepting (b), (c), (d), and (j), 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 4, 2025, the Barefoot Lakes Filing 7A Final Plat shall lapse, unless extended by resolution of the Board of Trustees."

PASSED AND ADOPTED this 5th day of February, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

EXHIBIT A

Barefoot Lakes Filing 7A Final Plat

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 12

PROJECT NO. FP-24-003

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SOUTH 88°58'33" WEST, A DISTANCE OF 2,643.03 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID WEST LINE, NORTH 00°12'43" WEST, A DISTANCE OF 2,225.03 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°47'17" EAST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 89°47'17" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 791.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 478.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 924.28 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89°47'17" WEST, A DISTANCE OF 177.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 858.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 7.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 974.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUH A CENTRAL ANGLE OF 95°18'17", AN ARC LENGTH OF 8.32 FEET;

THENCE NORTH 84°29'00" EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1260.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°29'00" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°18'17", AN ARC LENGTH OF 116.65 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 204.27 FEET;

THENCE NORTH 89°59'46" EAST, A DISTANCE OF 325.90 FEET;

THENCE SOUTH 32°21'48" EAST, A DISTANCE OF 281.87 FEET;

THENCE SOUTH 29°54'46" EAST, A DISTANCE OF 106.54 FEET;

THENCE SOUTH 26°24'34" EAST, A DISTANCE OF 62.72 FEET;

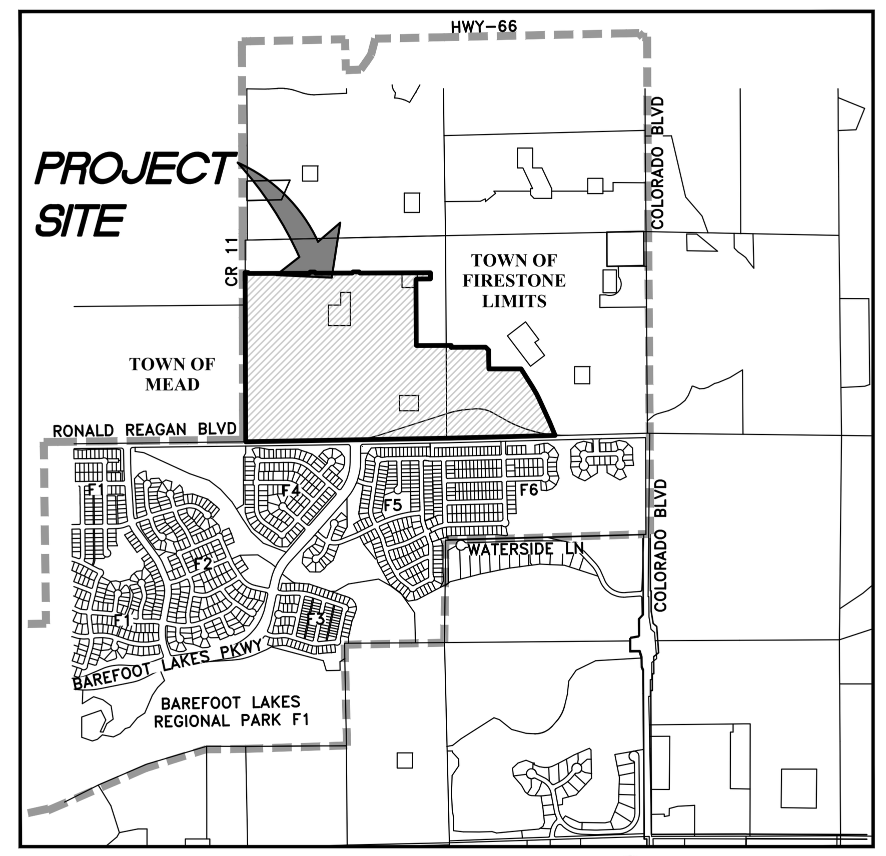
THENCE SOUTH 24°36'27" EAST, A DISTANCE OF 341.63 FEET;

THENCE SOUTH 22°24'27" EAST, A DISTANCE OF 192.77 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE, SOUTH 88°30'51" WEST, A DISTANCE OF 1,422.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 154.548 ACRES, (6,732,125 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 7A**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES AND OTHER PUBLIC PLACES, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.



VICINITY MAP
SCALE: 1" = 2000'
NORTH

OWNER:
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6330
CONTACT: PETER LAUENER
PETER.LAUENER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

DEVELOPER:
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6604
CONTACT: CHRIS BREMNER
CHRISTOPHER.BREMNER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

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

SURVEYOR:
AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: TONY PEALL
TPEALL@AZTECCONSULTANTS.COM

SHEET INDEX

OWNER:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 S. GREENWOOD PLAZA BLVD., STE. 700
CENTENNIAL, CO. 80111

BY: ______________________

NAME: ______________________

TITLE: ______________________

EXECUTED THIS ____ DAY OF ______________, A.D., 20__.

STATE OF COLORADO)
) SS.
COUNTY OF______________)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ______DAY OF____________________ 20__.,

BY ______________________ AS ____________________
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES ______________

WITNESS MY HAND AND SEAL. ______________________
NOTARY PUBLIC

BY: ______________________

NAME: ______________________

TITLE: ______________________

EXECUTED THIS ____ DAY OF ______________, A.D., 20__.

STATE OF COLORADO)
) SS.
COUNTY OF______________)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ______DAY OF____________________ 20__.,

BY ______________________ AS ____________________
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES ______________

WITNESS MY HAND AND SEAL. ______________________
NOTARY PUBLIC

TITLE VERIFICATION

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, AND MONETARY ENCUMBRANCES.

LAND TITLE GUARANTEE COMPANY

BY: ______________________

TITLE: ______________________

DATE: ______________________

STATE OF COLORADO)
)SS
COUNTY OF __________________)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ___________, 20__

BY ______________________ AS ______________________

OF LAND TITLE GUARANTEE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: ___________

____
NOTARY PUBLIC

SURVEYING CERTIFICATE:

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

COLORADO LICENSED
ANTHONY K. PEALL
38636
PROFESSIONAL LAND SURVEYOR
FOR REVIEW

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

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT FOR **BAREFOOT LAKES FILING NO. 7A** WAS APPROVED ON THE _________ DAY

OF _________________, 20__, BY RESOLUTION NO. ______________________, PASSED AND ADOPTED A THE REGULAR MEETING OF

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS ___________ DAY OF ________________, 20__, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES.

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
Revision Date	2024/04/29
Revision Date	2024/05/30
Revision Date	2024/06/18
Revision Date	2024/12/23
COVER PAGE ~ SHEET 1 OF 12	

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

AzTec Proj. No.: 54822-19 Drawn By: GLW

DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION:	2023-10-17
SCALE:	N/A
SHEET 1 OF 12	

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-003

GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.

2. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 88°58'33" EAST, 2643.03 FEET AND MONUMENTED AS SHOWN HEREON.

4. TITLE COMMITMENT: LAND TITLE GUARANTEE COMPANY'S ORDER NUMBER RND25209361-3, DATED 05/16/2024 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

5. FLOODPLAIN: BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1880E, WITH A REVISED DATE OF JANUARY 20, 2016.

6. OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DRAINAGE CHANNELS, DETENTION PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT.

7. THE OWNER(S) OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR USE, OPERATION AND MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH AREAS AND FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(S), OR OUTLOT(S) FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.

8. ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.

9. A NON-EXCLUSIVE ACCESS AND WATER EASEMENT OVER THE WATER EASEMENTS SHOWN WITHIN TRACTS D, H, AND G OF BAREFOOT LAKES – FILING NO. 7A IS HEREBY GRANTED TO THE ADJACENT LOT OWNERS FOR THE PURPOSE OF ACCESSING, INSPECTING, MAINTAINING, AND REPAIRING PRIVATE WATER FACILITIES.

10. TRACTS A-H AND J-M ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.

11. OWNER HEREBY DEDICATES TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS FOR ACTIVE AND PASSIVE RECREATIONAL USES AT ANY TIME AND FROM TIME TO TIME, SUBJECT HOWEVER TO REASONABLE RULES AND REGULATIONS ADOPTED BY THE OWNER(S) OF SUCH TRACT(S).

12. FOR MORE INFORMATION RELATED TO THE OIL AND GAS SETBACKS FOR THE SITE, REFER TO THE OIL AND GAS EQUIPMENT EXHIBIT, PREPARED BY REDLAND, ON FILE WITH THE TOWN OF FIRESTONE.

SUBDIVISION DATA TABLE

	TOTALS
GROSS AREA	154.548 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	1.540 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	148
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	90
TOTAL NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	238
NUMBER OF SUPER BLOCKS	1
NUMBER OF SUPER BLOCKS	1.876 ACRES
NUMBER OF TRACTS	17
AREA OF ROW	26.546 ACRES
AREA OF TRACTS	106.568
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	19.558 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	12.170 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	2,700 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	8,023 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	5,362 SQUARE FEET

TRACT USE SUMMARY TABLE

TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
A	19,959	0.458	ACCESS/UTILITY	BAREFOOT LLC*	BAREFOOT LLC*
B	17,524	0.402	ACCESS/UTILITY	BAREFOOT LLC*	BAREFOOT LLC*
C	14,904	0.342	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
D	25,850	0.593	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
E	3,190	0.073	UTILITY	BAREFOOT LLC*	BAREFOOT LLC*
F	38,774	0.890	ACCESS/UTILITY	BAREFOOT LLC*	BAREFOOT LLC*
G	33,669	0.773	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
H	154,680	3.551	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
I	120,660	2.770	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
J	2,141	0.049	OPEN SPACE/LANDSCAPING	BAREFOOT LLC*	BAREFOOT LLC*
K	23,611	0.542	ACCESS/UTILITY	BAREFOOT LLC*	BAREFOOT LLC*
L	16,418	0.377	OPEN SPACE/LANDSCAPING	BAREFOOT LLC*	BAREFOOT LLC*
M	323,244	7.421	DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
N	47,781	1.097	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
O	1,087,178	24.958	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
P	2,651,509	60.870	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
Q	61,074	1.402	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
TOTAL	4,642,166	106.568			

* INDICATES TRACTS THAT WILL TRANSFER FROM BAREFOOT LLC TO ST. VRAIN LAKES METROPOLITAN DISTRICT (SVLMD) IN ACCORDANCE WITH THE PUBLIC IMPROVEMENT ACQUISITION AND REIMBURSEMENT AGREEMENT BETWEEN SVLMD AND BAREFOOT, LLC

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	89°11'16"	12.00'	18.68'
C2	90°00'00"	12.00'	18.85'
C3	90°00'00"	12.00'	18.85'
C4	90°00'00"	12.00'	18.85'
C5	90°00'00"	12.00'	18.85'
C6	90°00'00"	10.00'	15.71'
C7	90°00'00"	10.00'	15.71'
C8	90°00'00"	10.00'	15.71'
C9	42°57'17"	58.00'	43.48'
C10	90°00'00"	12.00'	18.85'
C11	90°00'00"	12.00'	18.85'
C12	90°00'00"	12.00'	18.85'
C13	90°00'00"	12.00'	18.85'
C14	90°00'00"	12.00'	18.85'
C15	90°00'00"	12.00'	18.85'
C16	90°00'00"	10.00'	15.71'
C17	90°00'00"	12.00'	18.85'
C18	90°00'00"	12.00'	18.85'
C19	90°00'02"	10.00'	15.71'
C20	90°00'00"	12.00'	18.85'
C21	90°00'00"	12.00'	18.85'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C22	90°00'00"	12.00'	18.85'
C23	90°00'00"	5.00'	7.85'
C24	90°00'00"	5.00'	7.85'
C25	90°00'00"	12.00'	18.85'
C26	90°00'00"	10.00'	15.71'
C27	90°00'00"	10.00'	15.71'
C28	90°00'00"	10.00'	15.71'
C29	90°00'00"	10.00'	15.71'
C30	90°00'00"	10.00'	15.71'
C31	90°00'00"	10.00'	15.71'
C32	90°00'00"	10.00'	15.71'
C33	90°00'00"	10.00'	15.71'
C34	90°00'00"	5.00'	7.85'
C35	90°00'00"	5.00'	7.85'
C36	90°00'00"	5.00'	7.85'
C37	90°00'00"	5.00'	7.85'
C38	90°00'00"	5.00'	7.85'
C39	90°00'00"	5.00'	7.85'
C40	90°00'00"	5.00'	7.85'
C41	90°00'00"	5.00'	7.85'
C42	90°00'00"	5.00'	7.85'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C43	90°00'00"	10.00'	15.71'
C44	90°00'00"	10.00'	15.71'
C45	90°00'02"	10.00'	15.71'
C46	90°00'00"	10.00'	15.71'
C47	39°13'16"	37.00'	25.33'
C48	41°32'53"	63.00'	45.68'
C49	90°00'00"	5.00'	7.85'
C50	90°00'00"	5.00'	7.85'
C51	90°00'00"	5.00'	7.85'
C52	90°00'00"	5.00'	7.85'
C53	90°00'00"	5.00'	7.85'
C54	90°00'00"	5.00'	7.85'
C55	90°00'00"	5.00'	7.85'
C56	90°00'00"	5.00'	7.85'
C57	90°00'00"	5.00'	7.85'
C58	90°00'00"	5.00'	7.85'
C59	88°03'32"	5.00'	7.68'
C60	1°56'28"	1200.00'	40.66'
C61	90°00'00"	5.00'	7.85'
C62	90°00'00"	5.00'	7.85'

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°58'33"E	1353.52'
L2	S89°47'17"W	4.00'
L3	N00°12'43"W	60.00'
L4	N89°47'17"E	4.00'
L5	S89°47'17"W	4.00'
L6	N00°12'43"W	60.00'
L7	N89°47'17"E	4.00'
L8	N00°12'43"W	192.43'
L9	S89°47'17"W	106.38'
L10	N00°12'43"W	90.00'
L11	S89°47'17"W	36.00'
L12	N00°12'43"W	26.00'
L13	N00°12'43"W	129.51'
L14	S00°12'43"E	80.00'
L15	S89°47'17"W	52.00'
L16	N43°05'55"W	35.97'
L17	N00°12'43"W	195.20'
L18	N89°47'17"E	127.00'
L19	S00°12'43"E	153.08'
L20	N00°12'43"W	2225.03'

LINE TABLE

LINE	BEARING	LENGTH
L21	N89°47'17"E	40.00'
L22	N00°12'43"W	4.00'
L23	N89°47'17"E	60.00'
L24	S00°12'43"E	4.00'
L25	N00°12'43"W	4.00'
L26	N89°47'17"E	80.00'
L27	S00°12'43"E	4.00'
L28	S00°12'43"E	80.00'
L29	S89°47'17"W	177.28'
L30	S88°59'32"W	136.69'
L31	S87°33'14"W	243.13'
L32	S00°12'43"E	110.00'
L33	S89°47'17"W	525.00'
L34	S00°17'01"E	29.40'
L35	S88°59'37"W	209.44'

COLORADO LICENSED
ANTHONY K. PEALL
38636
PROFESSIONAL LAND SURVEYOR
FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
Revision Date	2024/04/29
Revision Date	2024/05/30
Revision Date	2024/06/3018
Revision Date	2024/12/23

GENERAL NOTES ~ SHEET 2 of 12

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

AzTec Proj. No.: 54822-19
Drawn By: GLW

DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

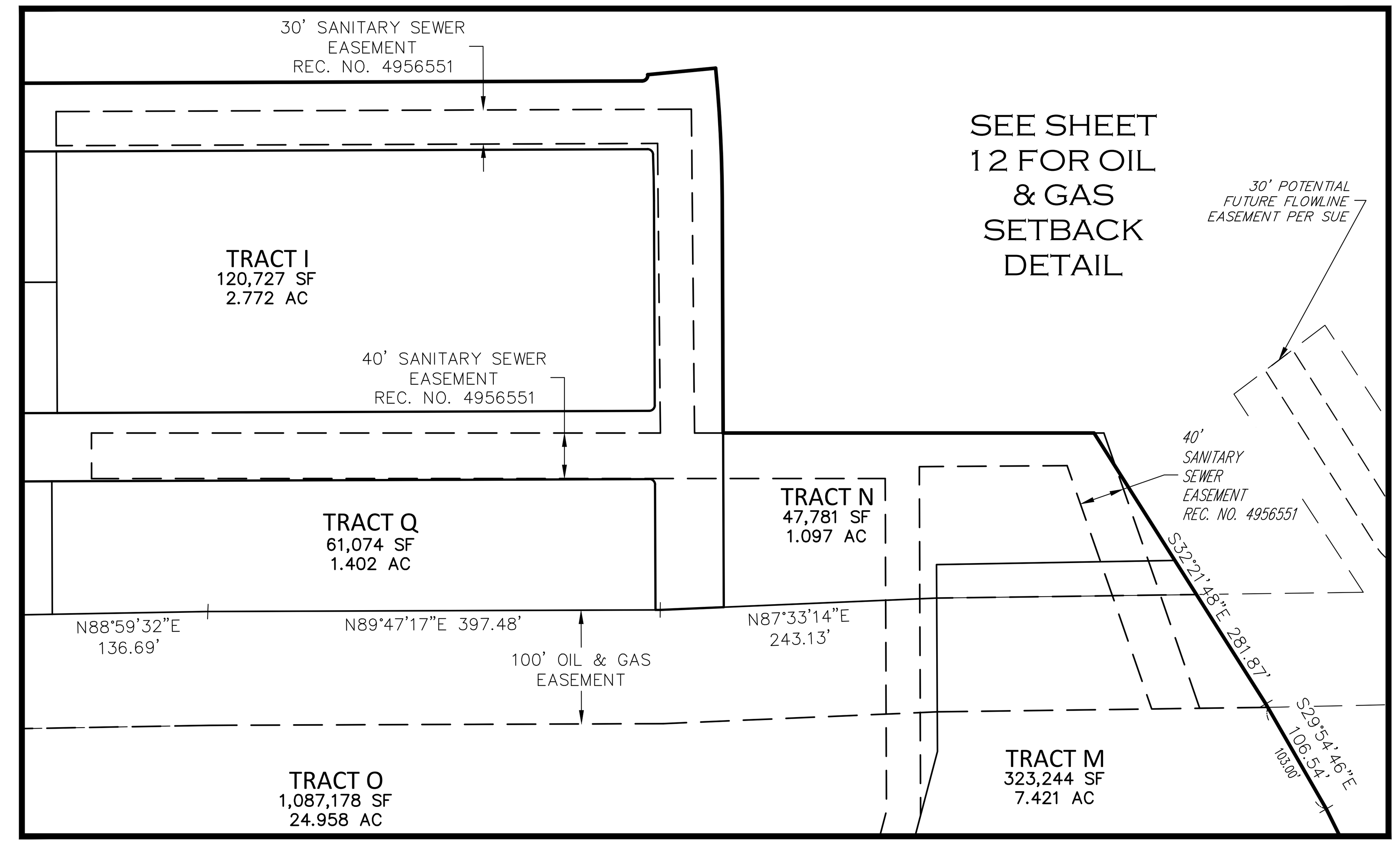
DATE OF PREPARATION:	2023-10-17
SCALE:	N/A

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

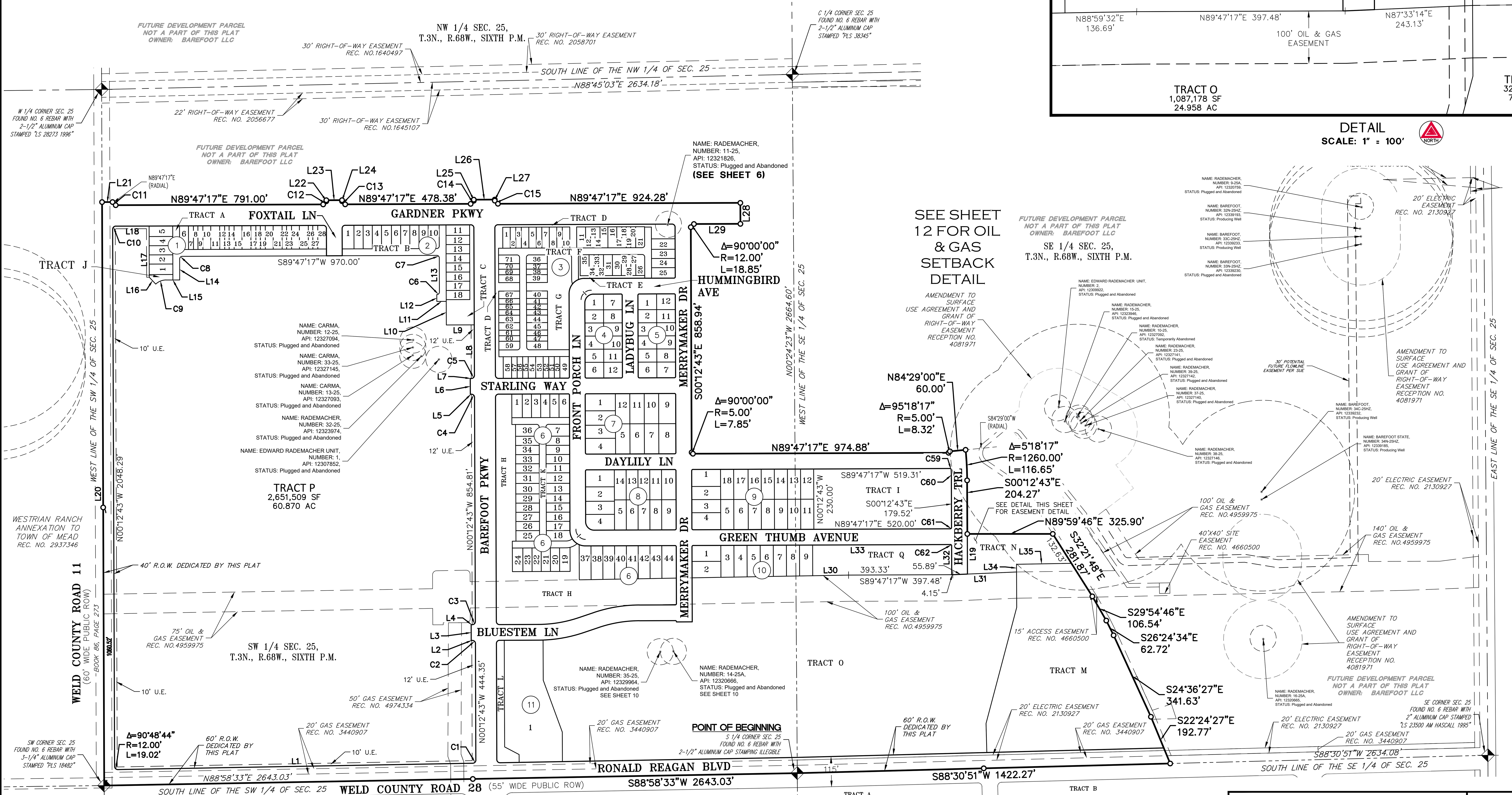
PROJECT NO. FP-24-003



DETAIL
SCALE: 1" = 100'

MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"



LEGEND

- U.E. = UTILITY EASEMENT
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- W.U.E. = WATER SERVICE & UTILITY EASEMENT
- (NR) = NON-RADIAL
- S.V.S.D. = ST. VRAIN SANITATION DISTRICT

SEE SHEET 2 FOR LINE AND CURVE TABLES

N

SCALE: 1" = 200'

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK

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Revision Date	2024/06/18
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OVERALL PAGE ~ SHEET 3 of 12

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Littleton, Colorado 80122
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6465 S. GREENWOOD PLAZA BLVD., SUITE 700
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DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 200'

FINAL PLAT

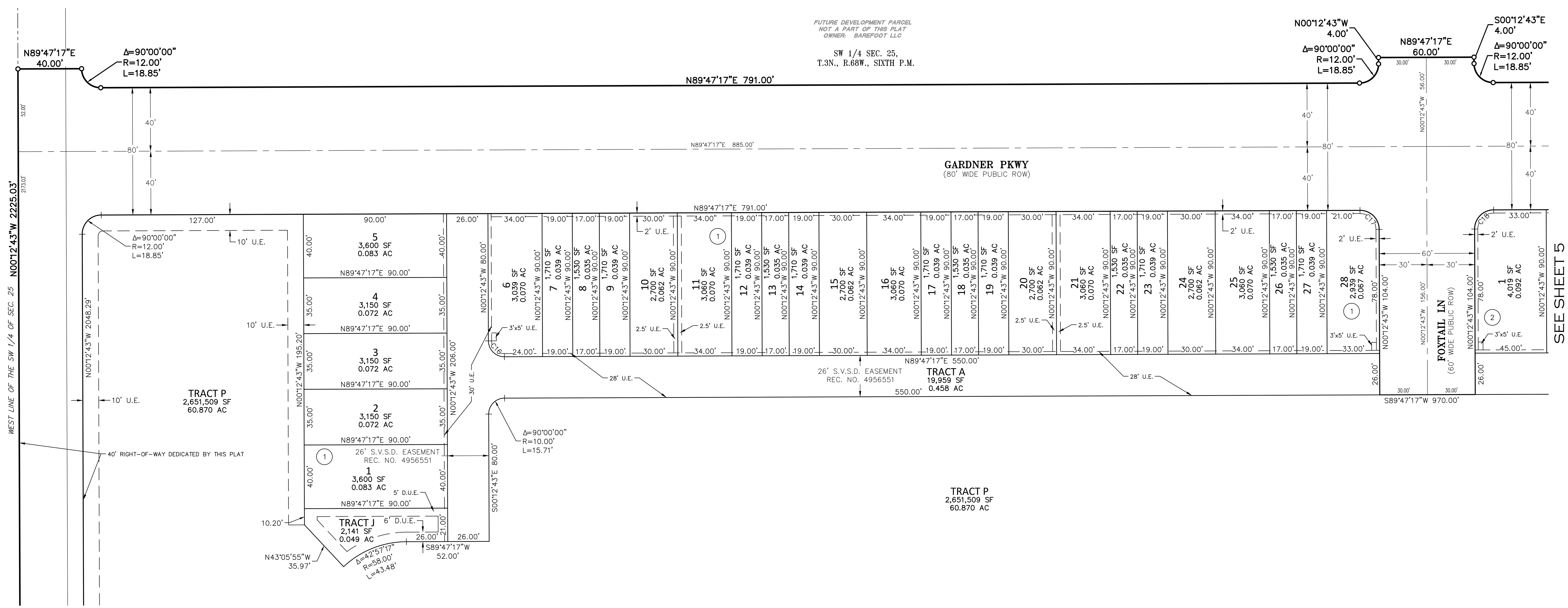
BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-003

MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"



SEE SHEET 3

SEE SHEET 3

LEGEND

- U.E. = UTILITY EASEMENT
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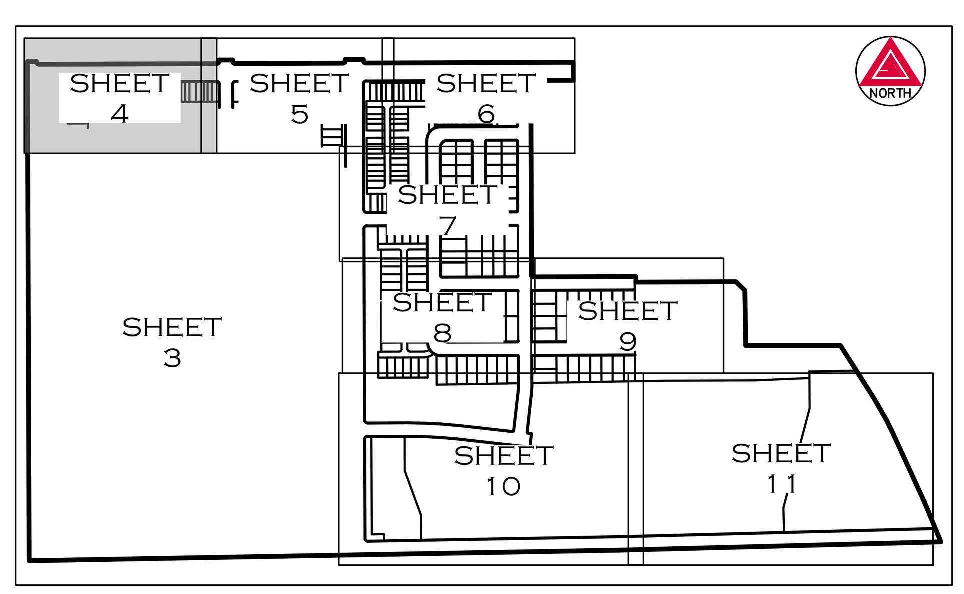
SEE SHEET 2 FOR LINE AND CURVE TABLES



KEY MAP
N.T.S.

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

SCALE: 1" = 30'

FIRESTONE INFORMATION BLOCK

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LOT DETAIL PAGE ~ SHEET 4 of 12

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300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
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DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

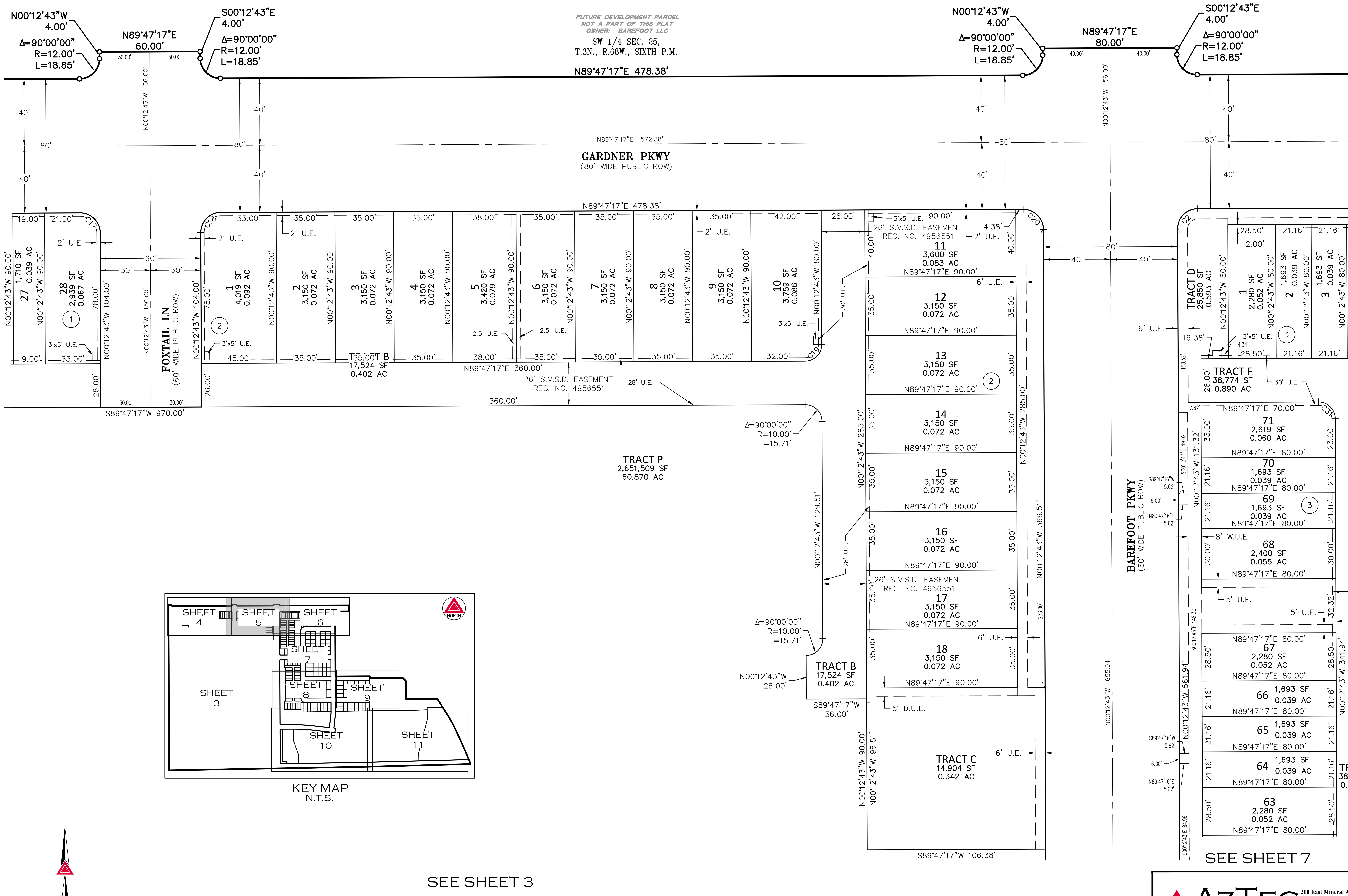
DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 30'

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-003



MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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- A.E. = ACCESS EASEMENT
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SEE SHEET 2 FOR LINE AND CURVE TABLES

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38636

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
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Revision Date	2024/05/30
Revision Date	2024/06/18
Revision Date	2024/12/23

LOT DETAIL PAGE ~ SHEET 5 of 12

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

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DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

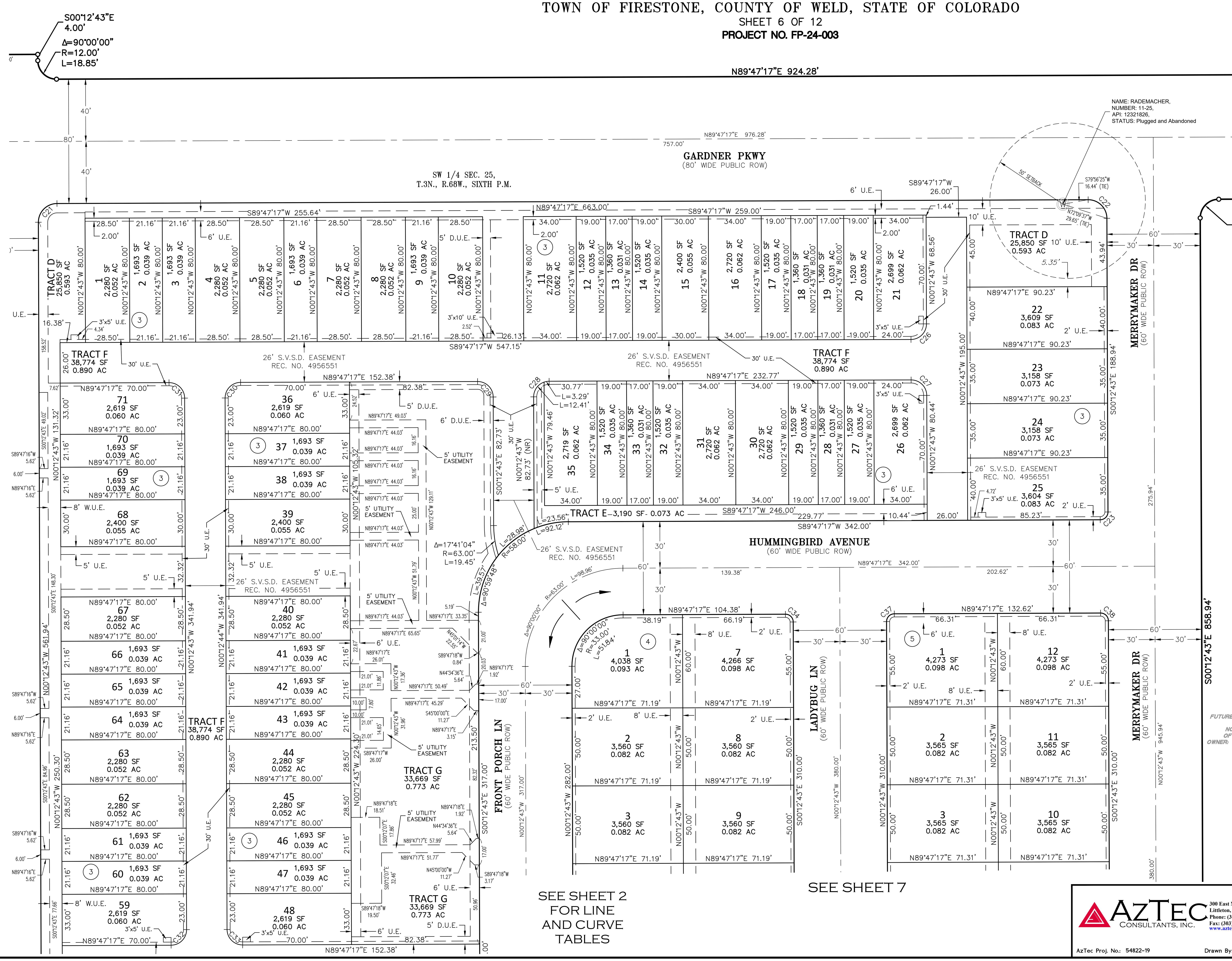
DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 30'

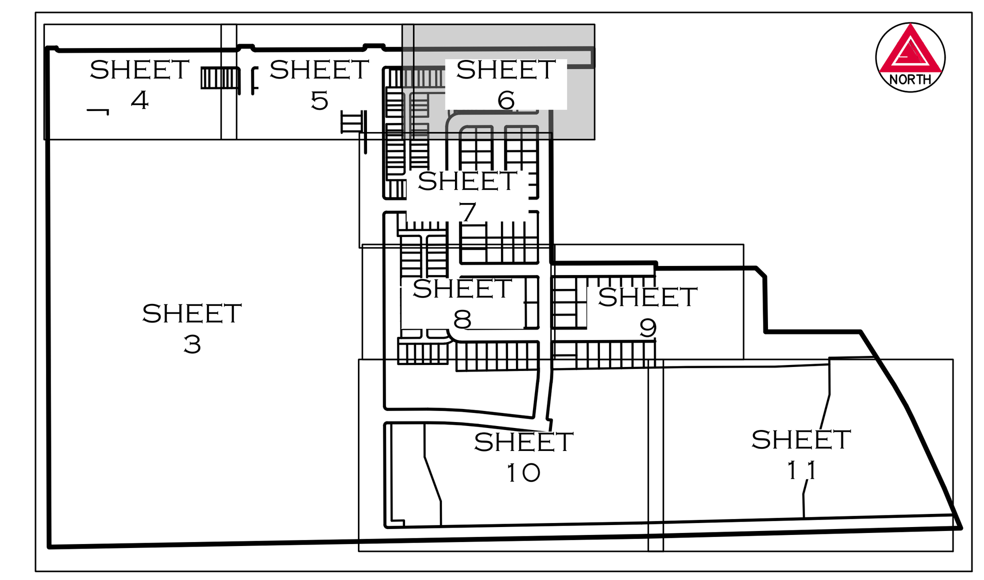
FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-003





KEY MAP
N.T.S.

MONUMENT SYMBOL LEGEND

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SCALE: 1" = 30'

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38636

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK

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LOT DETAIL PAGE ~ SHEET 6 of 12

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

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DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

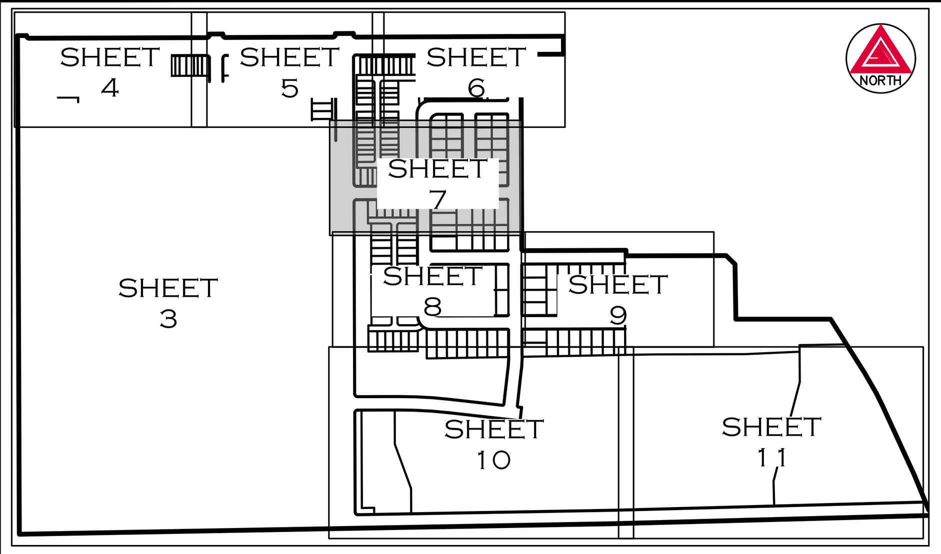
DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 30'

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

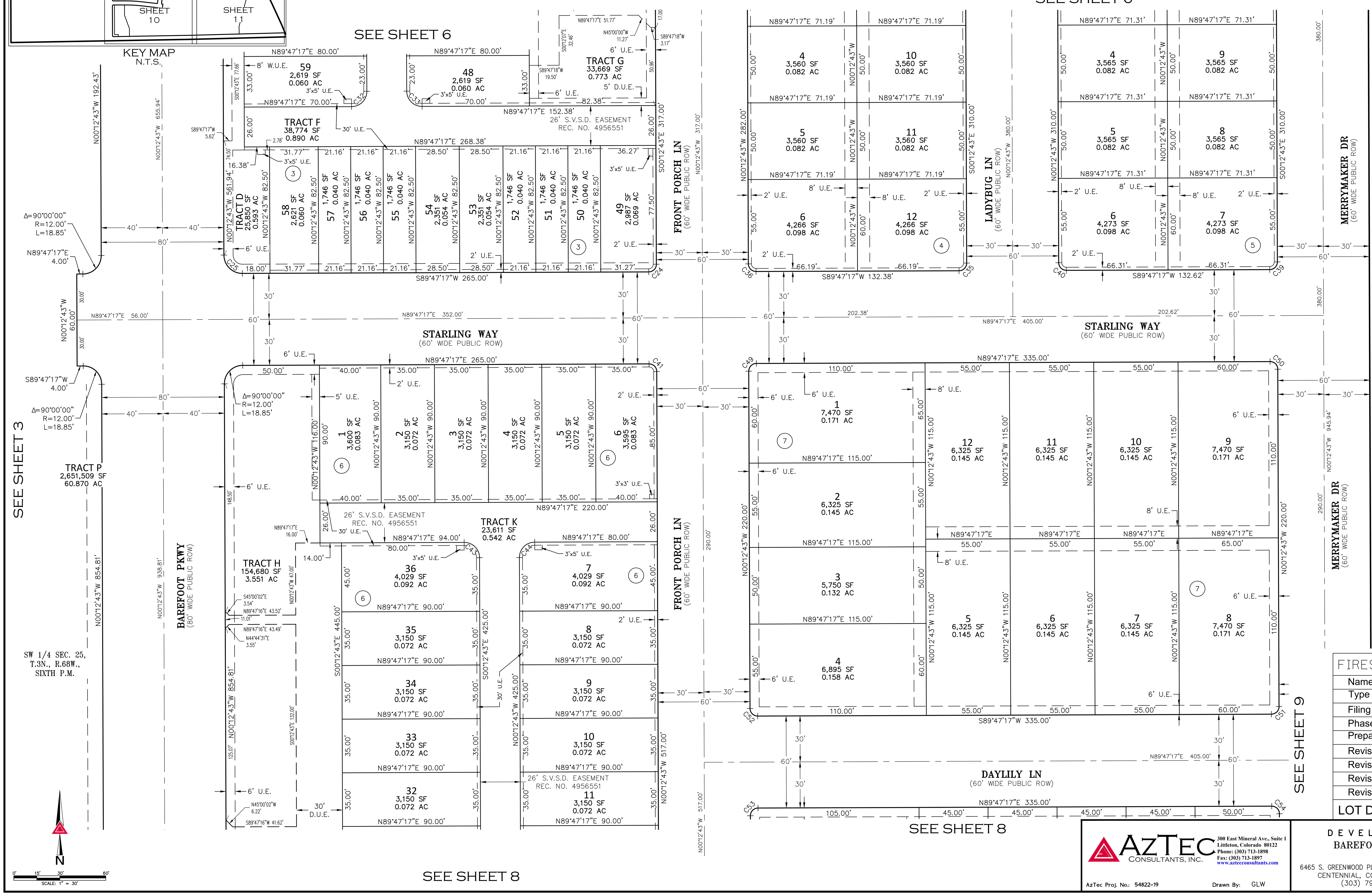
PROJECT NO. FP-24-003



KEY MAP
N.T.S.

MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"



SEE SHEET 2 FOR LINE AND CURVE TABLES

LEGEND

U.E.	UTILITY EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
U.A.E.	ACCESS & UTILITY EASEMENT
A.E.	ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
W.U.E.	WATER SERVICE & UTILITY EASEMENT
(NR)	NON-RADIAL
S.V.S.D.	ST. VRAIN SANITATION DISTRICT

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38636 FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
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LOT DETAIL PAGE ~ SHEET 7 of 12

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Littleton, Colorado 80122
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Fax: (303) 713-1897
www.aztecconsultants.com

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DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 30'

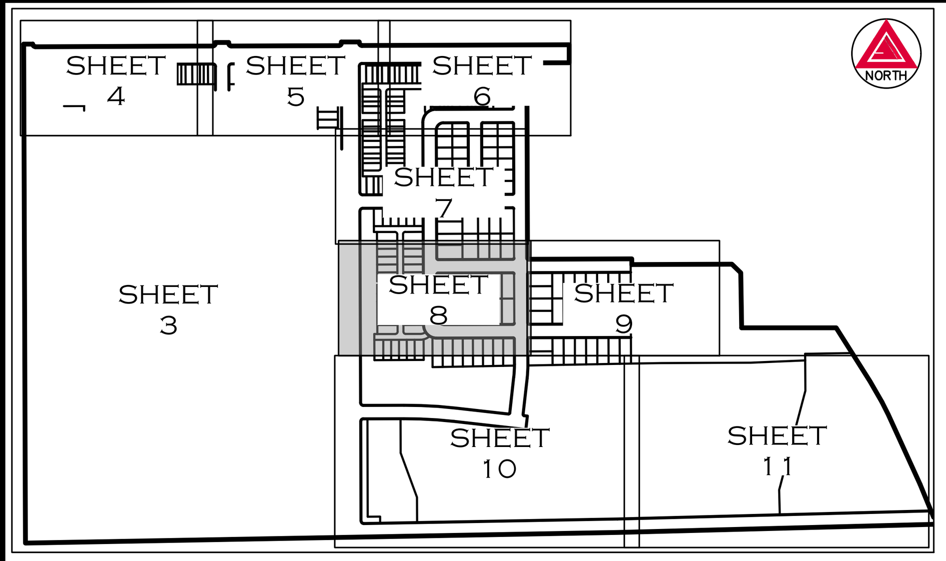
FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 8 OF 12

PROJECT NO. FP-24-003



KEY MAP
N.T.S.

MONUMENT SYMBOL LEGEND

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SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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SEE SHEET 2 FOR LINE AND CURVE TABLES

SCALE: 1" = 30'

COLORADO LICENSED ANTHONY K. PEALL 38636 PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
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LOT DETAIL PAGE ~ SHEET 8 of 12

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300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
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BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION: 2023-10-17
SCALE: 1" = 30'

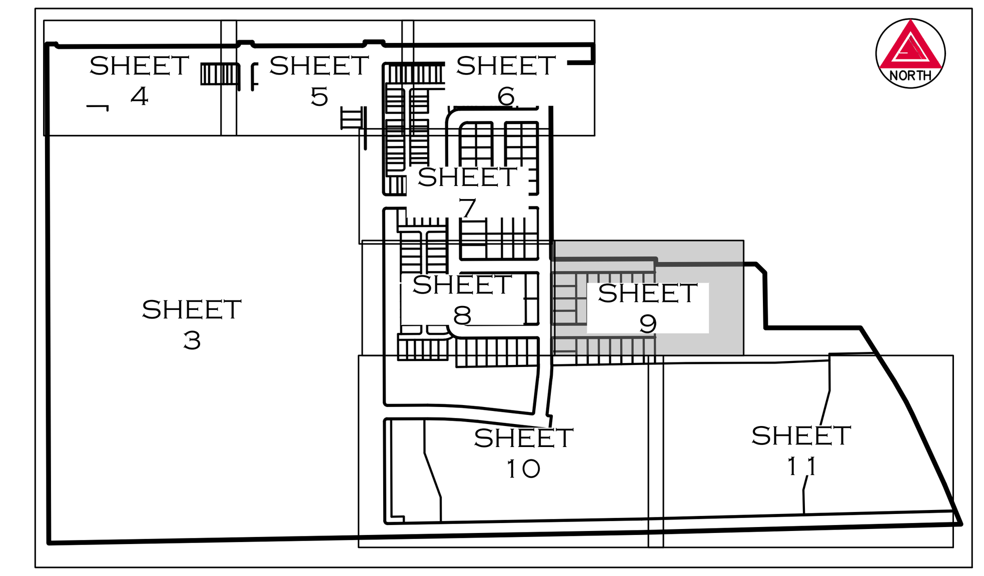
FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 9 OF 12

PROJECT NO. FP-24-003



KEY MAP
N.T.S.

LEGEND

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MONUMENT SYMBOL LEGEND

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SEE SHEET 2 FOR LINE AND CURVE TABLES

COLORADO LICENSED ANTHONY K. PEALL 38636 PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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LOT DETAIL PAGE ~ SHEET 9 of 12

N
SCALE: 1" = 30'

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DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 30'
SHEET 9 OF 12	

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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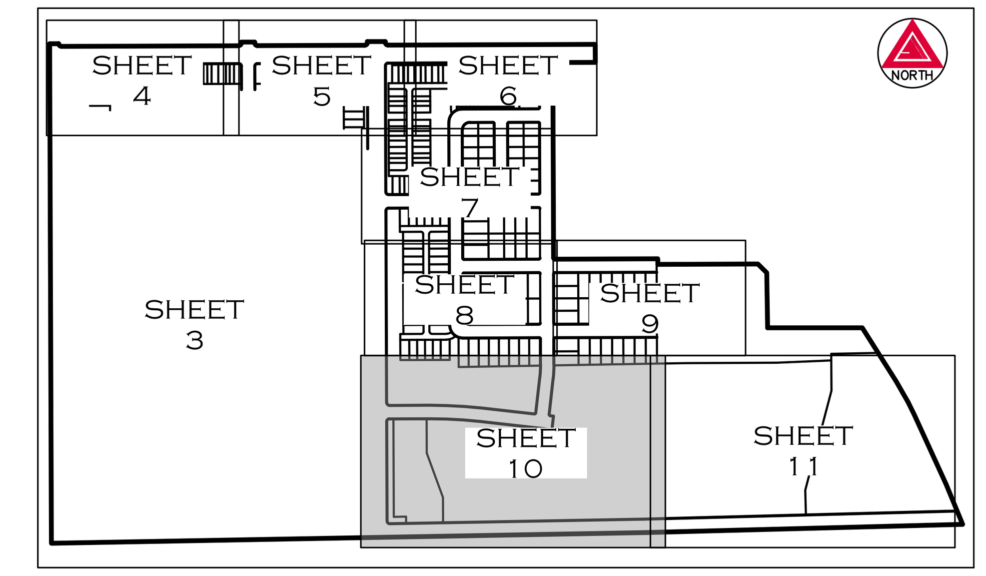
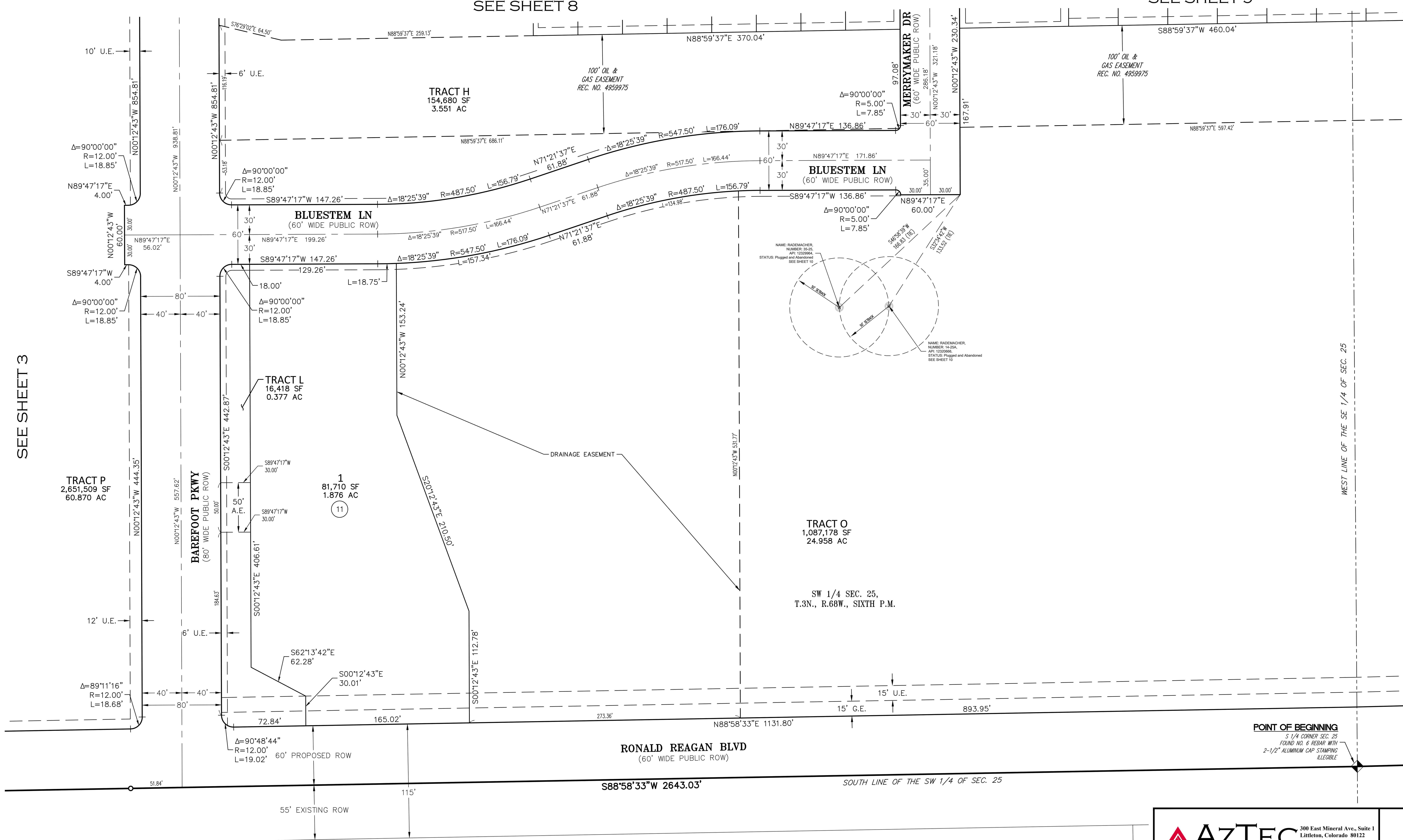
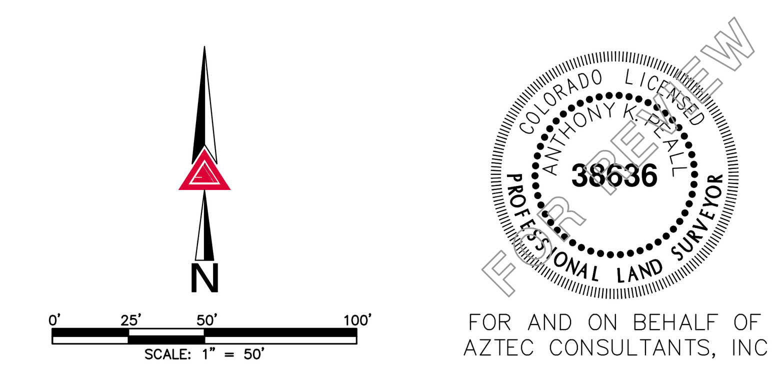


KEY MAP
N.T.S.





FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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SEE SHEET 2 FOR LINE AND CURVE TABLES

FIRESTONE INFORMATION BLOCK	
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LOT DETAIL PAGE ~ SHEET 10 of 12

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300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 54822-19
Drawn By: GLW

DEVELOPER
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6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 50'

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-003

MONUMENT SYMBOL LEGEND

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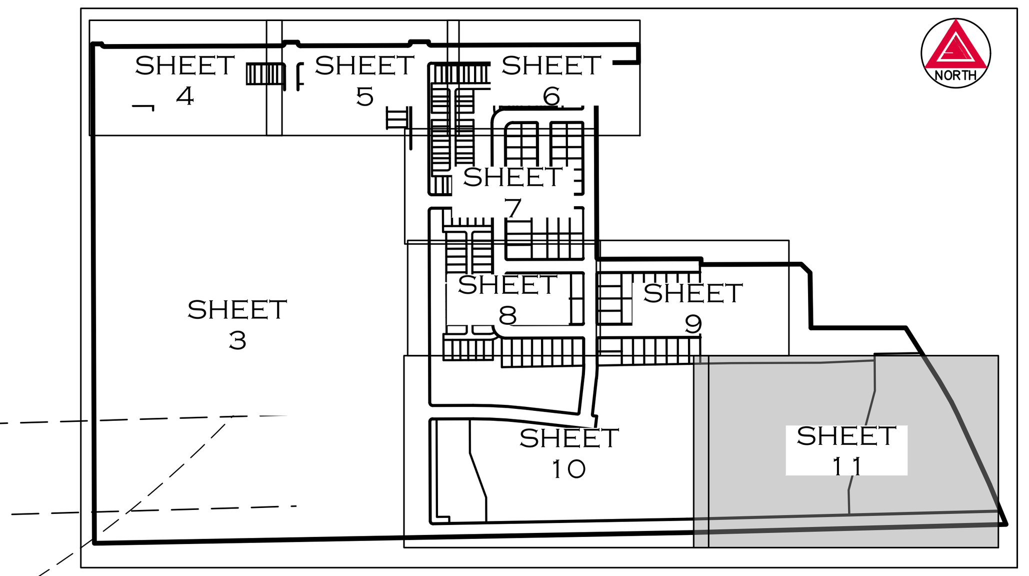
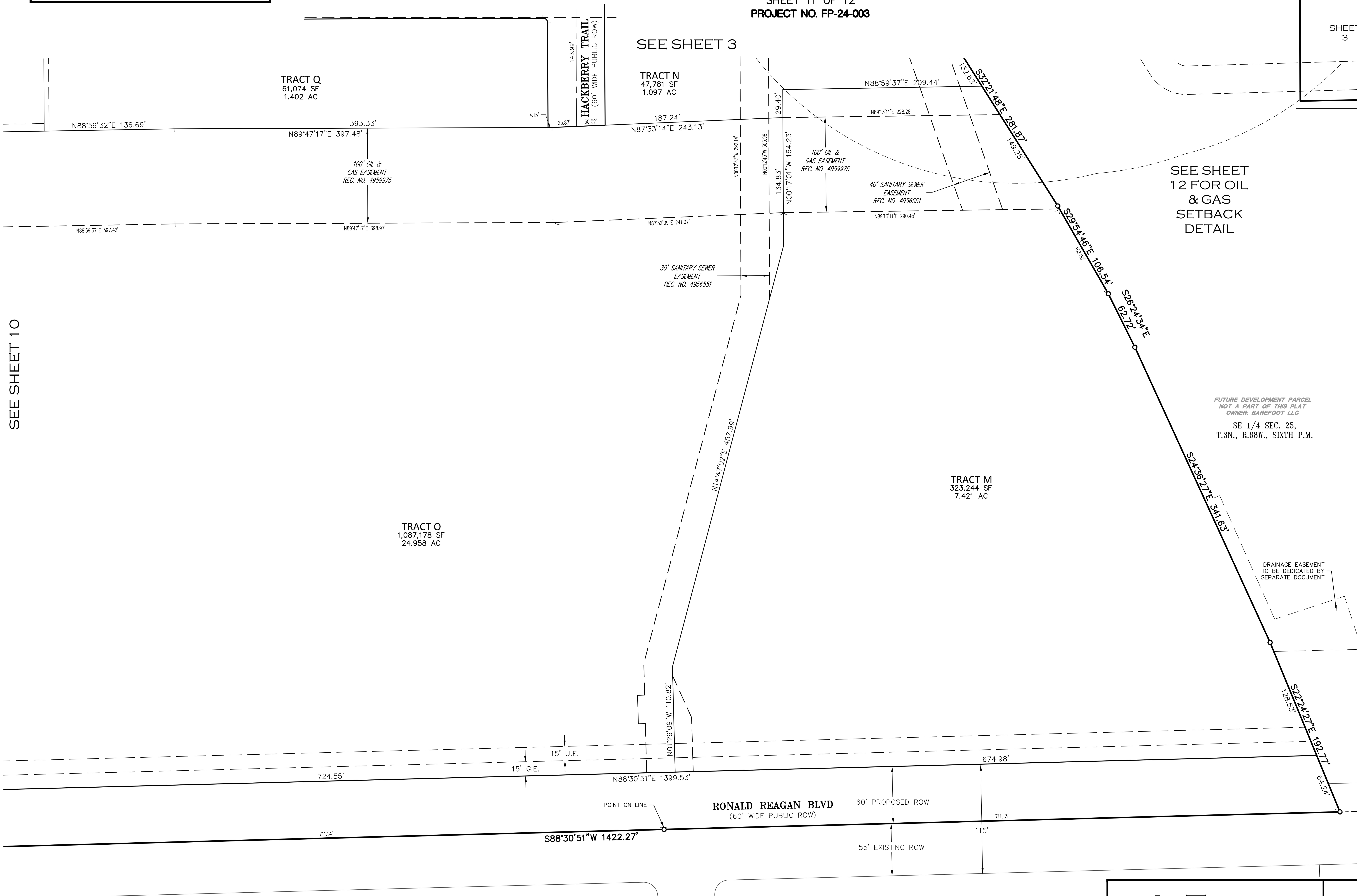
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"



KEY MAP
N.T.S.



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COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38636

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK

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LOT DETAIL PAGE ~ SHEET 11 of 12

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Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54822-19 Drawn By: GLW

DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

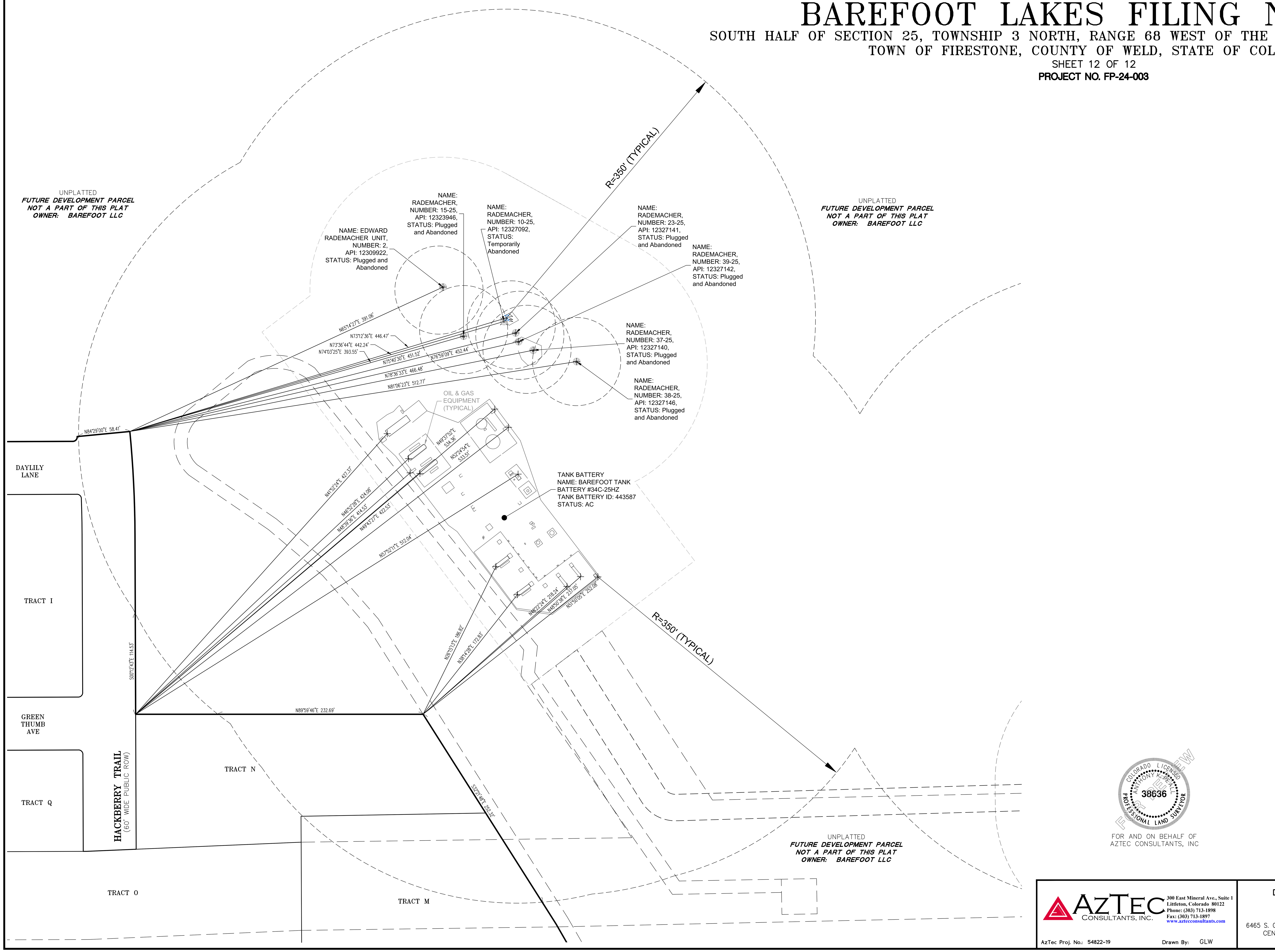
DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 50'

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-003



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
Revision Date	2024/04/29
Revision Date	2024/05/30
Revision Date	2024/06/18
Revision Date	2024/12/23

OVERALL PAGE ~ SHEET 12 of 12

AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1, Littleton, Colorado 80122, Phone: (303) 713-1898, Fax: (303) 713-1897, www.aztecconsultants.com	DEVELOPER BAREFOOT LLC 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604	DATE OF PREPARATION:	2023-10-17
AzTec Proj. No.: 54822-19 Drawn By: GLW		SCALE:	1" = 50'
		SHEET 12 OF 12	

RESOLUTION NO. 24-131

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 24-68, dated July 10, 2024, approved the Barefoot Lakes Filing 7A Final Plat (the "Final Plat"), submitted by Barefoot, LLC ("Applicant"), as owner of certain real property located within Barefoot Lakes Filing 7A (the "Property"); and

WHEREAS, Applicant has requested that the Board of Trustees extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days to July 4, 2025; 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 one hundred and eighty (180) day extension for the Barefoot Lakes Filing 7A Final Plat to July 4, 2025, subject to the following conditions:

(a) All conditions of the original Barefoot Lakes Filing 7A Final Plat approval from July 10, 2024, as set out in Resolution No. 24-68, 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 4, 2025, the Barefoot Lakes Filing 7A Final Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing 7A Final Plat, as provided by Resolution No. 24-68 and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 18th day of December, 2024.

Don Conyac

Don Conyac Jr., Mayor

ATTEST:

M. Carranco

Missy Carranco, Deputy Town Clerk

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

Barefoot Lakes Filing 7A Final Plat

RESOLUTION NO. 24-68

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7A AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7A SUBDIVISION

WHEREAS, Barefoot, 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 "Barefoot Lakes Filing No. 7A" (the "Final Plat"); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 24-68 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting 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 approve the Barefoot Lakes Filing No. 7A Subdivision Development 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 adopted as findings of the Board and incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 7A, 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) Applicant shall provide a recorded release of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167 prior to recordation of the Final Plat, or the Final Plat shall be amended by the addition of the following development note, to read as follows:

(1) Block 2, Lots 12-16 will not be issued building permits, sold, conveyed, or transferred until the developer has furnished the Town proof of release, or other documentation acceptable to the Town, indicating such lots are no longer burdened by the oil and gas easement recorded in the Weld County

Clerk and Recorder's Office at Reception No. 4051167. Upon acceptance by the Town of Firestone, the above-stated plat restriction shall be removed.

(c) Prior to recordation of the Final Plat, Applicant shall provide sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptance to the Town, indicating the flow line underneath Block 2, Lots 12-16 has been removed and capped in accordance with ECMC standards and rules.

(d) Prior to recordation of the Final Plat, Applicant shall obtain and record a duly executed consent to use easement agreement from the holder of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167, permitting the Town to cross, construct, install, operate, own, and maintain within the easement area any public improvement as shown on the approved Final Construction Documents.

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

(f) Applicant shall provide an updated title commitment for the 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.

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

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

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

(j) Prior to recordation of the Final Plat, all approvals from the No. 3 Outlet Lateral Ditch Company must be completed and any ditch agreements provided to the Town.

(k) Applicant 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 Barefoot Lakes Filing No. 7A Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. 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 final plat Barefoot Lakes Filing No. 7A 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 Planning and Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. 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 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7A 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 10th day of July, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

<u>EXHIBIT A</u>
Barefoot Lakes Filing No. 7A
Final Plat

<u>EXHIBIT B</u>
Barefoot Lakes Filing No. 7A
Subdivision Development Agreement

RESOLUTION NO. 24-68

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7A AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7A SUBDIVISION

WHEREAS, Barefoot, 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 "Barefoot Lakes Filing No. 7A" (the "Final Plat"); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 24-68 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting 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 approve the Barefoot Lakes Filing No. 7A Subdivision Development 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 adopted as findings of the Board and incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 7A, 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) Applicant shall provide a recorded release of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167 prior to recordation of the Final Plat, or the Final Plat shall be amended by the addition of the following development note, to read as follows:

(1) Block 2, Lots 12-16 will not be issued building permits, sold, conveyed, or transferred until the developer has furnished the Town proof of release, or other documentation acceptable to the Town, indicating such lots are no longer burdened by the oil and gas easement recorded in the Weld County

Clerk and Recorder's Office at Reception No. 4051167. Upon acceptance by the Town of Firestone, the above-stated plat restriction shall be removed.

(c) Prior to recordation of the Final Plat, Applicant shall provide sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptance to the Town, indicating the flow line underneath Block 2, Lots 12-16 has been removed and capped in accordance with ECMC standards and rules.

(d) Prior to recordation of the Final Plat, Applicant shall obtain and record a duly executed consent to use easement agreement from the holder of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167, permitting the Town to cross, construct, install, operate, own, and maintain within the easement area any public improvement as shown on the approved Final Construction Documents.

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

(f) Applicant shall provide an updated title commitment for the 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.

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

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

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

(j) Prior to recordation of the Final Plat, all approvals from the No. 3 Outlet Lateral Ditch Company must be completed and any ditch agreements provided to the Town.

(k) Applicant 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 Barefoot Lakes Filing No. 7A Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. 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 final plat Barefoot Lakes Filing No. 7A 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 Planning and Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. 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 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7A 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 10th day of July, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 7A
Final Plat

<u>EXHIBIT B</u>
Barefoot Lakes Filing No. 7A
Subdivision Development Agreement

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.b **Land Development** **Meeting Date:** January 22, 2025 **Initiated By:** **Department:** Planning & Development

AGENDA ITEM

Resolution 25-12: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE AND FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

RECOMMENDATION

Staff recommends the Board of Trustees adopt Resolution No. 25-12 establishing building application fees, development application fees, and public improvement permit fees for the Town of Firestone.

SUMMARY

For the Board of Trustees' consideration is a resolution establishing certain fees related to the Town's administration, processing, review, inspection and determination of certain building applications, development review applications, and public improvement permits.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees adopted administrative building fees on October 26th, 2022 by approving Resolution 22-113 and adopted development review fees on October 28th, 2020 by approving Resolution 20-100.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Uphold Fiscal Integrity
- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 25-12 Adopting Building Division Fee Schedule and Development Fee Schedule

RESOLUTION NO. 25-12

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE AND FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

WHEREAS, the Town of Firestone ("Town") established the Firestone Development Review Fee Schedule by duly adopted Resolution No. 20-100; and

WHEREAS, the Town established the Firestone Building Division Fee Schedule by duly adopted Resolution No. 22-113; and

WHEREAS, the Town's Planning and Development Department ("Planning Department") has examined the capital needs and operations of the Town and investigated the Town's administrative costs inherent in administering the Firestone Development Code ("FDC") as well as administrative costs for performing all building services that will be incurred by the Town in connection with building permits, inspections, and for other enumerated procedures authorized by Title 15 of the Firestone Municipal Code, and recognizes a need to adopt the Firestone Development Review Fee Schedule and Firestone Building Division Fee Schedule accordingly; and

WHEREAS, the Planning Department has determined that the proposed updated Development Review Fee Schedule sets forth fees that are reasonably related to the Town's costs and thus necessary to defray the actual costs incurred by the Town costs inherent in administering the FDC, including but not limited to, processing and reviewing all development or improvement applications or requests submitted to the Town in accordance with the FDC, all costs of review of the application performed by the Town Attorney and other administrative staff, including but not limited to, engineering and planning, all costs of review of the application performed by outside consultants and referral agencies, all costs and expenses in preparing and publishing notices, document copying, recording of documents, meeting and hearing costs and expenses, all costs relating to legal or administrative staff reports accompanying the application, all costs relating to specialized attorney assistance , all costs relating to property and project inspection, and all costs relating to both general enforcement of the FDC as well as enforcement of the Code requirements during the development described in the application; and

WHEREAS, the Planning Department has determined that the proposed updated Building Division Fee Schedule sets forth fees are reasonably related to the Town's costs and thus necessary to defray the actual costs incurred by the Town in the performance of the building services provided by the Town; and

WHEREAS, the Board of Trustees desires to adopt the Planning Department's determination as to the fees set forth in the updated fee schedules attached to this resolution as Exhibit A and Exhibit B.

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

Section 1. The Board of Trustees of the Town of Firestone hereby adopts the Firestone Development Review Fee Schedule in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. The Board of Trustees of the Town of Firestone hereby adopts the Firestone Building Division Fee Schedule in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the Board of Trustees, and Resolution No. 20-100 and Resolution No. 22-113 shall be repealed in their entirety. Any other resolution(s) setting forth or addressing the fees set forth in the Building Division Fee Schedule or Development Review Fee Schedule shall be repealed in its (their) entirety.

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

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

EXHIBIT A

FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE	
Application Type	**Development Review Fee**
Annexation	
Major (10+ Acres)	$4,000
Minor (less than 10 acres)	$2,000
Zoning/Rezoning	
Initial Zoning	$1,500 + $10 per acre
Rezoning	$1,500 + $10 per acre
PUD Rezoning	$3,000 + $10 per acre
Overlay Rezoning	$2,000 + $10 per acre
Minor Amendment	$500
Subdivision	
Preliminary Plat	$2,000 + $40 per lot
Final Plat	$2,000 + $100 per lot
Minor Subdivision Plat	$2,000 + $100 per lot
Non-Residential Minor Plat	$2,000 + $100 per lot
Minor Plat Amendment	$500
Final Development Plan	
Residential	$1,400 + $20 per unit
Non-Residential (>10,000 sf)	$2,500
Non Residential (<10,000 sf)	$1,500
Major Amendment	$1,000
Minor Amendment	$400
Special Review Use	
Major	$1,000
Minor	$500
Oil and Gas	$1,000 per well
Board of Adjustment	
Appeal of Director Decision	$500
Variance	$500
Comprehensive Plan Amendment	
Major	$3,000
Minor	$1,000
Agreements	
Annexation Agreement (AA)	included with Annexation
Subdivision/Development Agreement (	included with Plat/FDP
AA, SA, or DA Amendment	$500
Easement Agreement	$500
Encroachment License Agreement	$500
Miscellaneous	
Accessory Dwelling Unit	$50
Additional Development Reviews *	10% of initial fee
Metro District Service Plan	$10,000
Service Plan Amendment	$2,000
Minor Modifcation	$500
Residential Architecture Review	$300 per plan + $100 per elevation style
Temporary Use	$50
Vacation (separate instrument)	$500

Deposit is required for items requiring outside review or public hearings. Deposit amount will be determined following the pre-application meeting and provided with the pre-application checklist

EXHIBIT B

Town of Firestone Building Division Fee Schedule

Plan Review Fee for Building Permits
65% of Building Permit Fee

Building Permit Fee Table

Total Valuation			Fees
The final valuation used to establish fees is determined by square footage and average construction costs.			
$1	to	$2,000	$80
$2,001	to	$25,000	$80 for the first $2000 plus $15.00 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001	to	$50,000	$425 for the first $25,000 plus $12.00 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001	to	$100,000	$725 for the first $50,000 plus $7.00 for each additional $1,000 or fraction thereof to and including $100,000
$100,001	to	$500,000	$1,075 for the first $100,000 plus $6.50 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001	to	$1,000,000	$3,675 for the first $500,000 plus $5.00 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,001	to	$5,000,000	$6,175 for the first $1,000,000 plus $3.50 for each additional $1,000 or fraction thereof to and including $5,000,000
$5,000,001	and over		$20,175 for the first $5,000,000 plus $3.50 for each additional $1,000 or fraction thereof
*Multifamily / Single Family Attached: Residential unit fee of $475.00 per unit in addition to the above fees.			

Electrical Permit Fee Table

A plan review fee of 65% may be required.

Residential Fees	
	FEE
Not More than 1000 sq. ft.	$141.20
1001-1500 sq. ft.	$211.80
1501-2000 sq. ft.	$282.40
Per 100 sq. ft.>2001	$282.40 + $14.12 per 100 over 2000 sq. ft.
Commercial Fees	
Valuation Under $ 2000	$141.20
$ 2001 and above	$141.20+ $14.12 per 1000 or a fraction thereof
*Solar Install Electrical Permit fee maximum $500 for residential and $1,000 for commercial.	

Miscellaneous Permits and Fees

Permit Description	Fees
Temporary Construction Meter 100A -200A 1 Phase **	$141.20
Electrical Service Replacement 100A -200A 1 Phase **	$141.20
Electrical Mobile/Modular/Manufactured Home Set **	$141.20
Residential Demolition Permit	$132.00
Construction Trailer / Construction Office / Sales Office / Container	$ 500.00
Residential Re-Roof - Shingle	$132.00
Residential Re-Siding	$132.00
Residential A/C and/or Furnace Replacement	$132.00
Residential New A/C Electrical Fee plus A/C Fee **	$141.20
Residential Water Heater Replacement (Tank Style Only, Electric or Gas)	$141.20
Residential Window & Door replacement. (10 or less doors or windows with no structural changes)	$132.00
Backflow Preventer / Commercial	$ 225.00
Backflow Preventer / Residential	$ 100.00
Residential Fence <6'	$132.00
Inspections for which no fee is specifically indicated	$100 per hour
Reinspection fees assessed per Town of Firestone	$75.00 Progressive. (24-hour Inspection Delay)
Inspections outside of normal business hours. (Minimum Charge: 2 hours)	$100 per hour
Consultants Fee for plan review & inspections, or both	Actual Cost to Town
Investigation Fee Per IBC 109.4	$100 per hour (minimum 2 hours)
Administration Fee: Commercial	$ 150.00
Administration Fee: New Single Family Detached / Master Plan	$ 125.00
Administration Fee: Residential All Other	$ 25.00

Footing/Foundation Permit, Commercial Projects Only – Additional fees for full submittal will apply	$2000.00
Additional plan review required by changes, additions, or revisions. (Consultant fee actual cost to Town)	$ 100 per hour
Temporary Certificate of Occupancy. ($400 of that Fee shall be refunded if the final CO is issued prior to the expiration date of the TCO.)	$ 750.00
** The Electrical fees are based on the US Dept of Labor's consumer price index in effect and shall be automatically adjusted annually for Denver-Aurora-Lakewood pursuant to CO HB 19-1035.	

Public Improvement Permit (PIP)	Fee
Project with Town Water	2% of Estimated Cost of Public Improvements
Project without Town Water	1.5% of Estimated Cost of Public Improvements

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 8.a **Discussion/Action** **Meeting Date:** January 22, 2025 **Initiated By:** A.J. Krieger **Department:** Administration

AGENDA ITEM
Resolution 25-16: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR OPTION FOR PURCHASE OF PROPERTY PERTAINING TO REAL PROPERTY LOCATED AT 12623 CANOE STREET

RECOMMENDATION

SUMMARY
Approval of Resolution 25-16 authorizes the Town Manager to execute the attached option agreement, and to take the necessary steps to complete the purchase of the real property located at 12623 Canoe Street in Firestone. Town staff recommends approval. The Agreement provides for the following:

- $20,000 Contract Deposit, payable within 24 hors after completion of the Option Inspection Period.
- $800,000 purchase price.
- Upon delivery of an Option Exercise Notice the Town will have 30 days (an Option Inspection Period) to conduct its due diligence including inspections, examination of any leases (if there are any), and review of any other documents detailing the condition of the real property.
- Subsequent to the Option Inspection Period, should the Town decide to proceed with the purchase, within 30 days it will prepare an actual purchase contract.
- Closing is anticipated to be on or before April 1, 2025.

FINANCIAL CONSIDERATIONS
The purchase price is $800,000.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
• Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS
1. Reso 25-16 Approving 12623 Canoe St Option Contract
2. 12623 Canoe Street Option to Purchase

RESOLUTION NO. 25-16

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR OPTION FOR PURCHASE OF PROPERTY PERTAINING TO REAL PROPERTY LOCATED AT 12623 CANOE STREET

WHEREAS, the Town of Firestone ("Town") has the opportunity to purchase the real property located at 12623 Canoe Street ("Property"), which is owned by Roohallah Mobarez; and

WHEREAS, pursuant to state law, the Town may, without an election, purchase real property for public purposes; and

WHEREAS, the Town desires to purchase the Property for public and/or municipal purposes, which include but are not limited to, improving the economic well-being of the community, promoting, enhancing and maintaining a high quality of life, expanding and upgrading the tax base, community revitalization, establishing and preserving a neighborhood character, attracting residents and talent; and

WHEREAS, the Town Board of Trustees finds that the purchase of the Property will be of benefit to both the Town and the community; and

WHEREAS, the Town Manager, on behalf of the Town, has negotiated the material terms of an agreement with Mr. Mobarez for an option to purchase the Property ("Purchase Option"); and

WHEREAS, the Town Board of Trustees desires to ratify and approve the Purchase Option, and to direct the Town Manager to move forward with such inspections and other due diligence matters as may be advisable for the potential acquisition, as well as preliminary steps as necessary to finance the acquisition, and to negotiate and finalize a contract to purchase and sell real estate between the Town and Mr. Mobarez, in a form approved by the Town Attorney, subject to ratification and approval by the Town Board of Trustees.

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

Section 1. The Town Board of Trustees authorizes the acquisition of the Property for public purposes stated above in accordance with the Purchase Option.

Section 2. The Purchase Option between the Town of Firestone and Mr. Mobarez is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Town Manager is authorized to execute the Purchase Option on behalf of the Town.

Section 3. The Town Attorney and Town Manager are authorized to negotiate and approve such other provisions to the Purchase Option or Amendments to the Purchase Option, as the Town Attorney and Town Manager determine are necessary or desirable for the protection of the Town, so long as such provisions or amendments do not significantly alter the material substance of the transaction, and the Town Manager or such person's designee are authorized to execute such amendment documents.

Section 4. The Town Manager is authorized to negotiate, finalize, and execute on behalf of the Town a real estate purchase and sale agreement to acquire the Property ("Contract") in accordance with the Purchase Option and consistent with this resolution to carry out the intentions of the Town Board of Trustees, subject to approval as to form by the Town Attorney and the Town Board of Trustees' ratification and approval of the Contract.

Section 5. Amendments to the Contract that do not significantly impact the substance of the transaction, such as modifying the timelines associated with title review, survey work and other matters related to due-diligence investigations, as well as allocation of the purchase price by the Seller to components being sold, are authorized and the Town Manager is authorized to execute such amendment documents.

Section 6. The Town Manager is further authorized and directed to secure such inspections, and to pursue such other due diligence items, all as may be necessary and advisable for the potential sale of the Property, as well as commence any other preliminary steps as necessary to proceed to closing.

Section 7. The Town Manager is further authorized to approve, sign, execute and deliver any and all documents necessary to perform under the Contract, to complete the transaction on behalf of the Town at closing, and to effectuate the conveyance of the Property to the Town.

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

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

EXHIBIT A
Purchase Option

AGREEMENT FOR OPTION FOR PURCHASE OF PROPERTY

THIS AGREEMENT GRANTING EXCLUSIVE OPTION TO PURCHASE ("Agreement"), is entered into this _____ day of _________, 2025, is made and entered into by and between the **TOWN OF FIRESTONE,** a Colorado municipal corporation, hereinafter referenced as the "Firestone" and **ROOHALLAH MOBAREZ**, hereinafter referenced as the "Mobarez" or "Seller."

RECITALS

A. Mobarez is the owner of the real property known by the street address of 12623 Canoe Street, Firestone, Colorado 80504.

B. Firestone desires to obtain an option to purchase fee title to the Property, and Seller desires to grant Firestone such an option to purchase fee title pursuant to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed by and between the parties as follows:

l. OPTION FOR PURCHASE OF PROPERTY. Subject to the terms and provisions of this Agreement, Seller hereby grants to Firestone an exclusive and irrevocable right and option to purchase (the "Option for Purchase" or "Option") fee title to the Property (defined below). The Option for Purchase of the Property is effective upon mutual execution of this agreement and will terminate at midnight, 12:00 a.m., exactly six (6) calendar months from the date of mutual execution, if not exercised by Firestone. The Option for Purchase may be exercised by Firestone by providing written notice of its intent to exercise the Option ("Option Exercise Notice") no later than midnight, 12:00 a.m., exactly six (6) calendar months from the date of mutual execution.

2. CONSIDERATION FOR OPTION. As consideration for the option granted herein, Firestone will deposit into escrow with Land Title Guarantee Company or such other title company selected by Firestone (the "Title Company"), as escrow agent, earnest money totaling the sum of $20,000.00 ("Contract Deposit"). The Contract Deposit shall be made within 24 hours of the expiration of the Option Inspection Period (defined below) and shall be fully refundable to Firestone until Firestone no longer has a right to terminate the Contract (defined below).

3. PURCHASE OF PROPERTY.

A. Property Description: All of Seller's right, title and interest in and to the Lot 13, Block 5, Barefoot Lakes Filing #2, identified as **1207351360132** in Weld County, Colorado, as depicted on the map attached as Exhibit A, together with all appurtenant and related water rights and water rights-related property, including, more specifically, without limitation, all of the following (collectively, the "Property"), free and clear of rights of first refusal, other agreements and other encumbrances of any kind, except any to which Firestone consents in writing:

i. All surface, mineral, and geothermal estates and/or rights and/or interests in the land, together with and including all and singular the tenements, hereditaments, easements, rights-of-way and appurtenances belonging or in anywise appertaining or relating to the land, together with and including all improvements and fixtures of any kind located on the land and/or on any of the foregoing, and together with and including any and all rents, income, profits, proceeds, and products of and from any of the land;

ii. All leasehold estates in the Property, subject to the obtaining of lessor's consent to the assignment to Firestone of the interests of Seller under any such lease agreements.

iii. Any and all water rights appurtenant to or used upon the Property.

B. *Right of Purchase.* Upon exercise of the Option in accordance with this Agreement, Firestone shall purchase from Seller, and Seller shall sell and convey to Firestone, the Property.

C. *Purchase Price*. Upon exercise of the Option in accordance with this Agreement, the total purchase price for the Property shall be $800,000 and in accordance with the applicable provisions of paragraph 4 and paragraph 5 of this Agreement ("Purchase Price"), payable at closing to Seller in the form of "good funds," as defined by Colorado Law, or governmental check. The consideration paid for the option agreement ($20,000) shall be credited to Firestone's obligation to pay the purchase price.

D. *Closing Adjustments*. General real estate property taxes and assessments for the year in which the closing occurs, if any, shall be apportioned between the parties between the most recent mill levy and assessment information and shall be final. Each party shall pay their respective closing costs and expenses.

E. *Closing*. If a Contract (defined below) is entered into between Seller and Firestone, the parties intend that the Closing shall take place on or before April 1, 2025 . At closing, Firestone will deliver to the Seller the purchase price, as adjusted, and Seller will deliver to Firestone a good and sufficient special warranty deed conveying fee title, which has infinite duration, is indefeasible, and is freely descendible, alienable and devisable, to the Property, free and clear of liens and encumbrances, except for a general lien for real property taxes for the year of closing.

F. *Possession*. Possession of the Property will be delivered to Firestone at closing, free and clear of any and all leases. Seller shall be responsible for termination of any and all leases prior to closing.

4. <u>OPTION EXERCISE NOTICE</u>. From the date the Option Exercise Notice is delivered to Seller, Firestone shall have a thirty (30) day period within which to commence an initial due diligence investigation of the Property (the "Option Inspection Period"). Seller and Firestone agree to the following during the Option Inspection Period and beyond, as specified below:

A. *Option Inspection Documents.* Seller shall provide to Firestone, at Seller's cost, within two (2) days of the Option Exercise Notice all documents pertaining to the Subject Property in Seller's possession, including, without limitation, the following, among others (collectively, the "Option Inspection Documents"):

i. All plats of any of the Property, including, without limitation, survey plats;

ii. All environmental audits and appraisals of the Property or any portion thereof;

iii. Any engineering reports or studies completed within the last five (5) years related to the Property; and

iv. Any lease(s) pertaining to or affecting the Property or any portion thereof.

B. *Existing Leases*. If Firestone is not satisfied that such lease(s), if any exist, may be terminated by Seller so that possession of the Property may be delivered to Firestone at any closing hereunder, Firestone may terminate this Agreement by written notice to Seller on or before the expiration of the Option Inspection Period. In such event, Firestone shall have no obligation to pay the Contract Deposit.

C. Beginning on the date that the Option Exercise Notice is delivered to Seller and terminating on the expiration of the Option Inspection Period, Firestone, including its representatives and agents, shall have the right, at any and all times, upon reasonable advance notice, to enter upon and, at its expense, to commence its initial due diligence inspection activities, including but not limited to conducting its own investigation and evaluation of the Property and to arrange for and coordinate any long lead time due diligence investigations.

D. Seller shall cooperate with Firestone in its inspections, investigations, and evaluations of the Property.

E. Firestone shall be solely responsible for all costs and fees associated with performing its initial due diligence activities related to the Property during the Option Inspection Period.

F. At the end of the Option Inspection Period, if Firestone is not satisfied with the Property, in its sole and absolute discretion, it shall notify Seller and shall have no further obligation to Seller.

5. <u>REAL ESTATE PURCHASE CONTRACT</u>. If, at the end of the Option Inspection Period, Firestone wishes to pursue the acquisition of the Property, Firestone will prepare a draft real estate purchase contract ("Contract") within thirty (30) days from the end of the Option Inspection Period, based generally on the terms of this Agreement and in a form approved by the Town Manager and the Town Attorney. While Firestone is preparing the initial draft of Contract, Seller shall continue to refrain from marketing the Property to others while negotiating the terms of the Contract and while the Contract remains in effect. Once the Parties have reached agreement on the terms of the Contract, the Parties shall execute a Contract with respect to the Property. The Contract would contain the usual and customary conditions of those typically found in residential real estate contracts in the Denver, Colorado metro area for real

property of a similar nature. In addition, the contract would contain the following additional provisions:

A. Survey Required. Prior to closing, Firestone may, at its expense, complete any additional surveying of the property required to satisfy the title insurance company's requirements for removing the standard preprinted exceptions from the Firestone's title insurance policy. If a survey is completed, the purchase of the property will be contingent upon Firestone's acceptance of the survey at its sole discretion.

B. Title Insurance and Deed. Seller, at Seller's sole expense, would provide to Firestone a standard ALTA commitment for title insurance in the amount of the purchase price. Additional endorsements to, and extended coverage, of the commitment and the type of deed would be as negotiated between Seller and Firestone in the Contract. Seller and Firestone shall execute all real estate transfer tax declarations and real estate transfer tax shall be paid as set forth in the Contract.

C. Liens and Encumbrances. The purchase of the Property is contingent upon Firestone's receipt of a title commitment that is acceptable to it, at its sole discretion. At the time of closing, Seller shall warrant the property to be free and clear of any liens, encumbrances and leases except for easements, rights-of-way, restrictions and mineral reservations of record or now in existence on the ground, and except for taxes and assessments for the year of closing, which shall be prorated to the date of delivery of the deed.

D. Due Diligence. Firestone shall have a due diligence and inspection period of at least 70 days after mutual execution of the Contract to inspect and further investigate, at Firestone's expense, all aspects of the Property, together with a right to terminate the Contract at any time during this due diligence period for any reason, with no further liability to Seller.

E. Hazardous Materials. Firestone will accept no liability, financial or otherwise, for cleanup and disposal of any hazardous materials or underground storage tanks which may be present on the property. Seller warrants that to the best of Seller's knowledge, no asbestos, PCB's hydrocarbons or other hazardous substances have been used or stored on the property. Firestone shall have access to the Property to closing to inspect the Premises and to complete a Phase II environmental audit on the Real Estate. Firestone shall bear all costs associated with the audit. The purchase of the Premises is contingent upon the Firestone's acceptance of the environment audit and any inspections, at its sole discretion. A copy of the audit shall be furnished to the Seller prior to closing.

F. Present Condition. Except as otherwise provided in the Contract, Seller is conveying the Property to Firestone in an "As Is" condition. Seller still must disclose all known latent defects to Firestone and shall not be relieved of making all disclosures required under the Contract. Except as expressly provided for in the Contract or for any issues discovered during the due diligence period related to the Property's roof structure and its other structural components, or the Property's HVAC, electrical or plumbing systems, which the Seller shall be responsible for repairing, Seller shall have no obligation to make any repairs, replacements, or alterations to the Property to accommodate Firestone's needs or requests, either before or after closing.

6. CONDITION OF TITLE AT CLOSING. The parties warrant that they will not, from the date of this agreement, until closing take any action or allow any action that would encumber title to the property interests to be conveyed pursuant to this agreement. In the event that any matters are discovered prior to closing that would adversely impact the merchantability of title, this Agreement may be terminated by Firestone by written notice to the other party, in addition to any other remedy that may be available to Firestone pursuant to paragraph 8 below, including recovery of damages.

7. CONFIDENTIALITY. Seller and Firestone agree to keep any negotiations and communications between the Parties regarding this Agreement and the potential purchase of the Property confidential, including through the Option Inspection Period and thereafter, and shall not disclose any matter related to such negotiations and communications to any third party, except, on a "need to know" basis, to either party's attorneys, accountants, or similar consultants if such attorneys, accountants, or similar consultants agree to keep such negotiations, communications, and related matters confidential. This confidentiality provision shall apply throughout the Option Inspection Period and closing. In the event of that negotiations are terminated, each party will promptly deliver to the other party and will not retain any documents, work papers and other materials (and any reproductions thereof) obtained by each party or on its behalf from the other party as a result of this Agreement or in connection therewith, whether so obtained before or after the execution hereof, and will not use any non-public information so obtained and will use its reasonable efforts to keep such information confidential unless disclosure is required by law. Neither Seller nor Firestone may disclose the existence or status of this Agreement or negotiations of the Contract to any party other than Seller or Firestone's attorney, broker, lender, and other advisors relating to the purchase and sale of the premises unless disclosure is required by law.

8. DEFAULT AND REMEDIES. If a party is not in default hereunder and the other party fails or refuses to consummate this Agreement for reasons other than a permitted termination, the party that is not in default may elect one of the following remedies:

(i) Terminate this Agreement, or

(ii) Enforce this Agreement by specific performance, or an action for damages including attorney fees, or, to the extent permitted by law, for both specific performance and damages; the parties agreeing and acknowledging that sole resort to monetary damages or other legal remedies would not adequately compensate the non-defaulting for breach of this Agreement, the subject matter hereof being unique and a proper subject for equitable relief.

9. MUTUAL RELEASE. Effective upon the closing of the sale of the Property, each Party hereby forever, fully and finally releases, relieves and discharges the other Party from and against from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, known or unknown, which they have, or may have had, against the Other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions occurring from the beginning of time through the date of Closing, including but not

limited to any claim in connection with the Property (the "Released Claims"), excluding only the performance and enforcement of the express obligations under this Agreement. This Agreement resolves any claim for relief that has or could have been alleged by either Party against the other Party relating to the Released Claims no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, punitive damages, costs, and attorneys' fees related to or arising from the Released Claims.

10. NON-APPROPRIATION. Seller acknowledges and is hereby given notice that the financial obligations of Firestone under this Agreement payable after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available to Firestone. In the event funds for this Agreement are not budgeted and appropriated by Firestone, in any year subsequent to the fiscal year of execution of this Agreement, Firestone may terminate this Agreement by giving the Seller notice of such non-appropriation. For purposes of this Agreement, the fiscal year of Firestone commences January l and ends December 3l.

11. AMENDMENTS TO AGREEMENT. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.

12. SURVIVAL OF TERMS. Except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the Closing and transfer of the deed or deeds to be delivered hereunder, all of the terms, conditions, covenants and agreements herein set forth and contained, shall survive such Closing and shall continue thereafter to be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, assigns and successors in interest to title to the Property.

13. FURTHER ACTS. Seller and Firestone agree to perform or cause to be performed on or after the date of closing such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

14. NO COMMISSION. Neither party shall be responsible for any real estate commissions incurred by reason of this real estate transaction by the other party.

15. NOTICES. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Seller:

Firestone: Town of Firestone
Attn: AJ Krieger, Town Manager
9950 Park Avenue

Firestone, CO 80504
303-833-3291

Either party may change its address by notice as aforesaid.

16. COVENANT NOT TO SUE AND TOLLING AGREEMENT. In consideration of, and effective upon the mutual execution of this Agreement, and for the period through and until thirty (30) days after the date of Closing, Seller agrees and covenants not to file any suit, claim, cause of action, charge, complaint or other pleading against the Town in any court or administrative agency for any acts or omissions occurring from the beginning of time through the date of Closing, including but not limited to any claim in connection with the Property. During the period of the covenant not to sue the Parties agree to toll any and all statutes of limitations.

17. SUCCESSORS IN INTEREST/ASSIGNABILITY. This Agreement, including without limitation all representations, warranties and indemnifications shall be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, successors and assignees. Firestone's interest in this agreement is fully assignable.

18. COUNTERPARTS. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

19. VENUE AND GOVERNING LAW. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Weld, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

20. INVALID PROVISIONS. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF FIRESTONE

By: ______________________________

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney
SELLER:

Roohallah Mobarez روح‌الله مبارز
ROOHALLAH MOBAREZ

STATE OF)
) ss.
COUNTY OF)

The foregoing AGREEMENT GRANTING EXCLUSIVE OPTION TO PURCHASE was acknowledged before me this _____day of ______________ 2025, by Roohallah Mobarez.

WITNESS my hand and official seal.

My Commission expires___________________________

____
Notary Public

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 8.b **Discussion/Action** **Meeting Date:** January 22, 2025 **Initiated By:** **Department:** Planning & Development

AGENDA ITEM
Natural Medicine Land Use Regulations Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
None

Payroll Board Report - December 2024

From: 12/01/2024
To: 12/31/2024

Gross Earnings	Hours/Units	Amount	% of Co
Regular	14,951.25	673,907.56	100.00%
Overtime	230.75	15,985.43	100.00%
2023 Personal Day	33.25	1,047.94	100.00%
2023 Personal Day 10	10.00	387.00	100.00%
Bereavement	62.00	2,801.08	100.00%
Call Out	12.00	559.30	100.00%
Comp Time Used	-	-	-
Extended Paid Leave	166.82	6,650.21	100.00%
FTO Pay	3.00	160.13	100.00%
Holiday Time Off	1,678.00	74,250.34	100.00%
Holiday Time Off 10	144.50	7,200.98	100.00%
Holiday Worked	138.25	9,845.77	100.00%
PD Grants/Contracts 1.5	15.00	1,362.83	100.00%
PD Shift Supervisor	23.00	1,717.41	100.00%
PTO STD	39.84	1,983.24	100.00%
Paid Time Off	1,958.97	96,447.72	100.00%
Paid Time Off Payout	94.54	4,418.80	100.00%
Police Security Events	14.25	1,068.75	100.00%
Time Off in Lieu	58.64	1,818.17	100.00%
Time-Off In Lieu	-22.00	-1,125.57	100.00%
Unpaid Leave	4.89	-	-
Bonus	-	4,444.83	100.00%
CELL PHONE STIPEN	-	300.00	100.00%
Employee Lifestyle Reimb	-	1,036.02	100.00%
Mayor/Trustee	-	2,150.00	100.00%
Retro Pay	-	853.31	100.00%
	19,616.95	**909,271.25**	**100.00%**

Voluntary Deductions	Amount
GARNISHMENT % 1 - MED	894.10
Accident Insurance	1,470.32
Critical Illness Spouse	555.30
Critical Illness Employee Only	985.30
Equipment	659.67
FPPA - 457 Amount	300.00
FPPA - 457 Percentage	1,041.54
FPPA - Police Pension	29,078.44
FPPA ROTH 457	850.00
FSA Dependent Care Amount	3,409.96
Flexible Spend Account Medical	4,295.27
Health Savings Account	20,180.10
Hospital Insurance Employee On	1,411.26
Limited Purpose Flexible Spend	48.26
Medical HSA Choice	7,358.86
Medical OAP	9,036.62
Mission Square - 401a Amount	150.00
Mission Square - 457b %	262.23
Mission Square - 457b Amount	150.00
Mission Square - Roth IRA %	917.79
Norton LifeLock Essential	242.80
Norton LifeLock Premier	449.78
PERA	55,942.45
PERA - 401K Roth Amount	500.00
PERA - 401K Amount	2,040.00
PERA - 401K Percentage	484.83
PERA - 457 AMOUNT	1,010.00
PERA - 457 PERCENTAGE	2,036.56
PERA - 457 ROTH AMOUNT	818.00
PERA - 457 ROTH PERCENTAG	557.09
PERA Life Insurance	77.50
Voluntary Life and AD&D Child	104.66
Voluntary Life and AD&D Employ	1,546.50
Voluntary Life and AD&D Spouse	401.72
	149,266.91

Employee Taxes	Amount
Federal W/H	75,870.98
Medicare	12,701.79
Colorado State W/H	31,114.00
	119,686.77

Employer Taxes	Amount	% of Co
Employer Medicare	12,647.53	100.00%
CO SUI	83.38	100.00%
	12,730.91	**100.00%**

Employer Match	Amount	% of Co
ER PERA MATCH	92,497.41	100.00%
FPPA Employer Contribution	24,194.87	100.00%
Mission Square 457 pretax ERD	2,042.07	100.00%
	118,734.35	**100.00%**

Memo Deductions	Amount
3PSP MEDICARE	65.62
3psp Fed income tax	-
Basic Life AD&D - ER Paid	2,364.04
Dental Employer Contribution	10,239.24
HSA Employer Contribution	3,825.00
Long Term Disability ER Paid	2,068.62
Medical Base ER Contribution	46,198.26
Medical HSA Choice ER Contrib	53,964.34
Medical OAP Employer Contrib	51,209.02
Pension Death and Disability	8,519.35
Short Term Disability ER Paid	2,658.62
Vision Employer Contribution	1,874.56
	182,986.67

Net Pay **640,317.57**

Name	Total Paid
Total 21st Century Equipment LLC:	5,477.15
Total ABS CONCRETE INC:	27,620.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	296.42
Total ADAMSON POLICE PRODUCTS:	963.25
Total AIMS LOCAL COLLEGE DISTRICT:	5,760.00
Total AIRGAS INC:	636.22
Total AMAZON CAPITAL SERVICES:	6,881.90
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN WATER WORKS ASSOCIATION:	431.00
Total ANDERSON CONSULTING ENGINEERS, INC:	3,135.00
Total ANGEL ARMOR, LLC:	1,166.05
Total ASPHALT SPECIALTIES CO., INC.:	306.22
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	205,000.02
Total B K TIRE, INC:	8,194.48
Total BC INTERIORS:	449.90
Total Black Hills Energy:	6,127.86
Total BLU SKY TOWING:	190.00
Total BLUE TO GOLD LLC:	4,480.00
Total BOBCAT OF THE ROCKIES:	512.78
Total BOHANNAN HUSTON INC:	6,794.00
Total Brian Heritage:	10,000.00
Total BROWNSTEIN HYATT FARBER SCHRECK:	6,123.86
Total BUCKEY INTERNATIONAL INC:	942.54
Total CDW LLC:	2,159.46
Total CELEGANS LABS INC:	18,003.96
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	98,379.65
Total CENTURY LINK:	783.25
Total CHASE PAYMENTNET:	97,117.18
Total CHECK-IT CODE CONSULTING LLC:	8,655.55
Total CIGNA HEALTH & LIFE INSURANCE CO:	169,857.77
Total CINTAS FIRST AID & SAFETY:	94.21
Total CIVIC PLUS, INC:	88.03
Total Coblaco Services Inc:	16,530.00
Total COLORADO CIVIL GROUP INC.:	39,729.69
Total COLORADO COMMUNICATIONS & UTILITY ALLIAN:	1,100.00
Total COLORADO DEPARTMENT OF AGRICULTURE:	148.00
Total COLORADO MATERIALS, INC:	6,149.91

Name	Total Paid
Total COLORADO MUNICIPAL LEAGUE:	2,060.00
Total COLORADO RURAL WATER ASSOCIATION:	630.00
Total Colorado Trailers Direct:	250.00
Total CONCENTRA MEDICAL CENTERS:	634.00
Total DANA KEPNER COMPANY INC.:	33,697.72
Total DataShield Corporation:	51.75
Total DBC IRRIGATION SUPPLY:	9,578.46
Total DELTA DENTAL OF COLORADO, INC:	10,495.55
Total DISCOUNT FORKLIFT INC:	57,017.30
Total DITESCO LLC:	18,902.80
Total ELLIOTT'S TOWING, LLC:	477.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	934.60
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	44,930.13
Total FACTORY MOTOR PARTS CO.:	144.54
Total FASTENAL COMPANY:	492.08
Total FERGUSON WATERWORKS #1116:	5,271.29
Total FIT FOR YOU LLC:	164.00
Total FRANCE PUBLICATIONS, INC:	1,700.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	3,399.55
Total FRONTIER BUSINESS PRODUCTS:	41.27
Total FRONTIER FIRE PROTECTION LLC:	1,340.30
Total FUZION FIELD SERVICES LLC:	15,789.40
Total Gen Digital Inc:	692.43
Total GRAINGER:	11,754.23
Total GREEN GIRL RECYCLING SERVICES:	195.00
Total HARDLINE EQUIPMENT LLC:	2,903.48
Total HUBCOM INC:	555.00
Total IMSA - Rocky Mtn Section:	720.00
Total INTERSTATE BATTERY OF THE ROCKIES:	1,023.60
Total INTERSTATE FORD:	173.63
Total IWORQ SYSTEMS INC:	8,300.00
Total JAMAR Technologies Inc:	5,290.00
Total JK Wash Enterprises LLC:	499.75
Total JONES, STEPHEN:	1,500.00
Total KG CLEAN INC:	5,500.28
Total Kimley-Horn and Associates Inc:	14,975.00
Total KINSCO, LLC:	1,506.48
Total L G EVERIST INC:	7,512.97
Total LANGUAGELINE SOLUTIONS:	57.83

Name	Total Paid
Total LAST CHANCE DITCH COMPANY:	1,927.50
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	32,706.48
Total LENNAR COLORADO:	47.55
Total LEONARD RICE ENGINEERS, INC:	98,611.18
Total LEXIPOL LLC:	996.00
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total Liliana Mercado:	220.00
Total LINX Multimedia LLLP:	995.00
Total LITTLE THOMPSON WATER DISTRICT:	241.13
Total LONGMONT HUMANE SOCIETY:	3,331.99
Total MAC EQUIPMENT INC LONGMONT:	14,069.73
Total MAIN STREET MAT COMPANY, INC:	719.90
Total MCGRANE WATER ENGINEERING, LLC:	427.50
Total Mike Maroone Chevrolet GMC Longmont:	286.97
Total Minuteman Press Boulder:	695.21
Total MISC VENDOR:	50.00
Total Modern Farm Equipment Corp:	26,500.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	6,173.25
Total MUTUAL OF OMAHA INSURANCE CO:	13,034.25
Total NEW COAL RIDGE DITCH COMPANY:	100.00
Total ODP BUSINESS SOLUTIONS LLC:	727.33
Total O'REILLY AUTO PARTS:	677.45
Total ORKIN PEST CONTROL, INC:	96.99
Total PAVEMENT REPAIR & SUPPLIES INC:	998.00
Total PCS MOBILE:	4,007.90
Total Police Executive Research Forum:	1,000.00
Total Professional Leverage Inc:	1,450.00
Total Pumpman Holdings LLC:	1,950.00
Total PUREWATER DYNAMICS, INC:	371.44
Total QUADIENT LEASING USA INC:	902.60
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	115.56
Total RESTITUTION / COURT REFUNDS:	2,251.53
Total REXEL USA, INC:	133.93
Total RIPTIDE CAR & PET WASH:	.00
Total ROAD SAFE TRAFFIC SYSTEMS:	21,770.10
Total ROCKY MOUNTAIN RESERVE LLC:	461.75
Total ROCKY MOUNTAIN WILDLIFE SERVIC, INC:	335.97
Total SAFETY AND CONSTRUCTION SUPPLY INC:	149.40
Total SALT LAKE WHOLESALE SPORTS:	1,356.00

Name	Total Paid
Total Short-Elliott-Hendrickson Inc:	13,537.17
Total Skaggs Public Safety Uniforms & Equip:	792.00
Total ST VRAIN WATER AUTHORITY:	46,111.51
Total STEVE BALCEROVICH:	2,500.00
Total Sturgeon Electric Company:	1,933.71
Total SUNBELT RENTALS INC:	2,538.02
Total SYMBOL ARTS:	860.50
Total Tier One Networking LLC:	84,899.00
Total TIMBERLAN, INC:	43,000.00
Total TRAFFIC SIGNAL CONTROLS, INC:	13,376.00
Total TRANSWEST TRUCK TRAILER RV:	295.98
Total TRIDENT SECURITY SYSTEMS INC:	165.00
Total TSG Del Camino LLC:	54,054.55
Total UME CUSTOM EMBROIDERY:	424.80
Total United Rentals (North America) Inc:	4,217.05
Total UNITED SITE SERVICES OF COLORADO:	430.00
Total UNIVERSITY AUTO PARTS, INC:	604.65
Total UTILITY NOTIFICATION CENTER OF COLORADO:	1,219.05
Total UTILITY REFUNDS -1:	100.00
Total Verizon Connect NWF INC:	322.73
Total VIA MOBILITY SERVICES:	5,472.00
Total VISION SERVICE PLAN - VSP:	1,977.31
Total VORTEX DOORS LLC:	517.50
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	1,798.00
Total WEAR PARTS & EQUIP CO. INC:	2,083.88
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	5,413.00
Total WESTWATER RESEARCH, LLC:	10,000.00
Total Widner Juran LLP:	7,810.83
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,252.76
Grand Totals:	1,583,326.44

Name	Total Paid
MISC VENDOR	
Total Kayla Eggemeyer:	50.00
Grand Totals:	50.00