TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

February 26, 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 February 12, 2025, Board of Trustees Meeting Minutes

   b. **Resolution 25-23**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A LAWN REPLACEMENT AND GARDEN IN A BOX PROGRAM

   c. **Resolution 25-24:** 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 FRONTIER ESTATES FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

   d. **Resolution 25-25**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY HELP CENTER.

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

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

6. Presentation

a. STAR Award Presentation

7. Discussion/Action

a. Parks, Trails, Recreation and Open Space Commission Appointments

b. **Resolution 25-27:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH CHERYL WHISTON

c. **Resolution 25-28:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A POLICY REGARDING THE TOWN'S PARTICIPATION IN WATER COURT LITIGATION

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

9. Reports

a. Staff

i January Monthly Financial Report

b. Mayor

c. Trustees

10. Executive Session

a. An executive session pursuant to C.R.S. 24-6-402 (4)(a)(b) and (e)(1) for the purposes of receiving legal advice from special counsel, determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding the acquisition of real property owned by the St. Vrain Sanitation District.

b. An executive session pursuant to C.R.S. 24-6-402 (4)(a)and (b) for the purposes of receiving legal advice from special counsel, determining positions relative to

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matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding Central Weld County Water District services.

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:** February 26, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Approval of February 12, 2025, Board of Trustees Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

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

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 02-12-2025 Meeting Minutes DRAFT

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
February 12, 2025

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

The Board of Trustees of the Town of Firestone met for a Regular Meeting on February 12, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:00 PM

The following were present upon the call of the roll:

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

2. **Pledge of Allegiance**

Mayor Pro Tem Jimenez led the pledge of allegiance.

3. **Approval of Agenda**

Motion by Trustee Doherty, **second** by Trustee Byrd,for Approval of Agenda . All in Favor, **Motion carried**.

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

Becky Duckworth, a Firestone resident, addressed the Board regarding various concerns from previous meetings.

5. **Consent Agenda**

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve Consent Agenda. All in Favor, **Motion carried**.

a. Approval of January 22, 2025, Meeting Minutes

b. Appointment of Robert Henderson and Tony Jancosek to the Parks, Trails, Recreation and Open Space Commission

c. **<u>Resolution 25-17:</u>** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE REIMBURSEMENT AND COST ALLOCATION AGREEMENT BETWEEN COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT AND COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT

d. **<u>Resolution 25-22:</u>** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LINX MULTIMEDIA LLC FOR AUDIO-VISUAL MAINTENANCE SERVICES FOR TOWN HALL AND MUNICIPAL POLICE AND COURT FACILITIES

6. Presentation

a. Introduction of New Police Officers and Sergeant Promotions

b. 2024 Municipal Court Presentation

7. Land Development

a. **PUBLIC HEARING: <u>Resolution 25-18</u>:** 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 FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 SUBDIVISION

Mayor Pro Tem Jimenez opened the public hearing on Resolution 25-18. Matt Thompson, Senior Planner, provided a brief presentation, followed by a presentation from Target Stores. No public comments were offered. Board Members asked questions to staff, who provided clarifications. Mayor Pro Tem Jimenez then closed the public hearing.

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve **PUBLIC HEARING: <u>Resolution 25-18</u>:** 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

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 SUBDIVISION

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

b. **PUBLIC HEARING: <u>Resolution 25-19</u>:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE HAMILTON HEIGHTS PRELIMINARY SUBDIVISION PLAT

Mayor Pro Tem Jimenez opened the public hearing on Resolution 25-19. Rachel Clyne, Senior Planner, provided a brief presentation, followed by a presentation from Steve Shoflick] of Miller Unlimited, Josie O'Conner and Travis Frazier of Redland, and Caleb Fever of Fx Tuttlel (traffic study). The floor was then opened for public comments, during which the following residents shared their input:
Linda Raimey – Voiced concerns about local traffic.Ben Parker – Raised issues about safety related to traffic, pedestrians, and emergency vehicle access.
Jody Parker – Expressed similar concerns about traffic
Greg Zedelle – Noted worries about old mine shafts on the parcel, in addition to traffic issues.
Elizabeth Taylor – Voiced concerns about traffic.
Butch Walb – Expressed gratitude for Firestone Police and Public Works' snow shifts but also raised concerns about traffic and the "pinch point" property.
Sara Heckleman – Spoke about her concerns regarding traffic, safety, and the park's size.
Robert Lazinski – Voiced concerns about traffic on Grant.

Staff and the presenters provided clarifications in response to public comments. Board Members then posed questions to staff and the presenters, who provided further explanations. Mayor Pro Tem Jimenez subsequently closed the public hearing.

Motion by Sean Doherty, **second** by Frank Jimenez, to Approve **PUBLIC HEARING: <u>Resolution 25-19</u>:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE HAMILTON HEIGHTS PRELIMINARY SUBDIVISION PLAT

Roll Call Vote:

Yes: Frank Jimenez, Matt Holcomb, Trustee Morton, Raymond Byrd, Sean Doherty

No: None

Abstain: None

Motion carried

c. **Resolution 25-20:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE CARDEL COAL RIDGE LLC NATIVE WATER CREDIT PURCHASE AGREEMENT

Motion by Trustee Doherty, **second** by Trustee Byrd, to Approve **Resolution 25-20:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE CARDEL COAL RIDGE LLC NATIVE WATER CREDIT PURCHASE AGREEMENT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

d. **PUBLIC HEARING: Ordinance 1058:** 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 CAR WASHES

Mayor Pro Tem Jimenez opened the public hearing, and Pam Howard, Planning Manager, briefly presented the Ordinance. With no public comments offered, Board Members posed questions to staff, who provided clarifications. Mayor Pro Tem Jimenez then closed the hearing.

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve **PUBLIC HEARING: Ordinance 1058:** 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 CAR WASHES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

e. **PUBLIC HEARING: <u>Ordinance 1059:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 3, 6, AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO NATURAL MEDICINE

Mayor Pro Tem Jimenez opened the public hearing, and Todd Bjerkaas, Director of Planning and Development, briefly presented the Ordinance. With no public comments offered, Board Members posed questions to staff, who provided clarifications. Mayor Pro Tem Jimenez then closed the hearing.

Motion by Trustee Morton, **second** by Raymond Byrd, to amend Section 5 of the ordinance by modifying Sections 16.3.2.E.2 f and 16.3.2.E.3.c, as drafted by Town Staff in Slide 18 of the Staff presentation. **PUBLIC HEARING: <u>Ordinance 1059:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 3, 6, AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO NATURAL MEDICINE

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

Motion by Trustee Morton, **second** by Trustee Byrd, to amend Section 5 of the ordinance by modifying Sections 16.3.2.E.1.d and 16.3.2.E.3.a, as drafted by Town Staff in Slide 19 of the Staff presentation. **PUBLIC HEARING: <u>Ordinance 1059:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 3, 6, AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO NATURAL MEDICINE

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

Motion by Trustee Morton, **second** by Trustee Doherty, to approve Ordinance 1059 as amended. **PUBLIC HEARING: <u>Ordinance 1059:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 3, 6, AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO NATURAL MEDICINE
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty

No: Trustee Holcomb
Abstain: None

Motion carried

f. **Resolution 25-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NORRIS DESIGN, INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NORRIS DESIGN, INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

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

8. Discussion/Action

a. Polco Survey Customized Questions

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

No members of the public came forward with comments.

10. Reports

a. Staff

10.a.i. NextRequest Overview

b. Mayor

c. Trustees

11. Adjournment

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

Introduced and Approved the 26th day of February, 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:** February 26, 2025 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 25-23: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A LAWN REPLACEMENT AND GARDEN IN A BOX PROGRAM

RECOMMENDATION

Staff recommends approval of Resolution 25-23, authorizing the execution of the Program Agreement with Resource Central and authorizing staff to expend funds.

APPROVAL/DENIAL OPTIONS

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

SUMMARY

This Agreement with Resource Central is for the 2025 Lawn Replacement and Garden In A Box Program. The program will provide a minimum of seven (7) Firestone residential customers a lawn removal service discount to remove existing high-water-use landscapes and replace them with low-water alternatives and provide forty-eight (48) Garden In A Box $25.00 discounted pre-designed gardens ranging from $102.00-$170.00 for residents.

This program aims to make it easier and more affordable for Firestone residents to reduce their water consumption through permanent low-water landscape changes and provide discounts to residents who want to install low-water plant gardens.

The agreement amount for this program is $14,090.00, and includes:

- $5,000.00 program fee for a non-refundable deposit that covers staffing and program administration
- $5,250.00 for lawn replacement participant discounts, to be allocated at a maximum of $750.00 per participant
- $3,840.00 for garden in a box, to be allocated at $25.00 per garden per participant

FINANCIAL CONSIDERATIONS

Sufficient funds were budgeted in 2025 for the Water and Community Resources Department water conservation program account.

HISTORY AND PREVIOUS BOARD ACTION

During the 2025 budget work sessions with the Board of Trustees, staff presented as part of the Public Works Department Water Resources Division budget.

BOARD STRATEGIC PLAN IMPACT

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

• Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Res 25-23 Resource Central Lawn Replacement and Garden In A Box Program
2. Firestone Resource Central Agreement

RESOLUTION NO. 25-23

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A LAWN REPLACEMENT AND GARDEN IN A BOX PROGRAM

WHEREAS, Resource Central provides a Lawn Replacement and Garden In A Box Program ("Program") for numerous municipalities which incentivizes citizens with an easy and affordable way to create and install low-water landscapes; and

WHEREAS, the Program is of great benefit to citizens interested in the concept of a low-water landscape but who lack the expertise, time, materials and resources to design and install a low-water landscape on their own; and

WHEREAS, such Program is of benefit to the Town of Firestone as it both enhances water conservation and the quality of landscape throughout the Town.

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

The Lawn Replacement and Garden In A Box Program Agreement between Resource Central and the Town of Firestone is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of February, 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 SERVICES

This Agreement is made on __________________ ("Effective Date") by and between Resource Central and the Town of Firestone ("Program Partner"), each individually referred to herein as "Party" or collectively as the "Parties." This Agreement shall govern Program Partner's participation in the following Resource Central Programs: Garden In A Box; and Lawn Replacement.

Recitals

1. **WHEREAS**, in most communities across the western United States, over half of all residential water is consumed outdoors, primarily for watering turf landscapes. Outdoor water use typically occurs during a short 4-5 month season, resulting in very high peak seasonal usage, and correspondingly high demands on most water providers. Although outdoor water use is water-intensive, there is significant potential for water savings;

2. **WHEREAS**, people are generally interested in the concept of a low-water landscape, but are often overwhelmed by, and have limited time and money to invest in, the plant selection and design of such a landscape;

3. **WHEREAS**, many are unaware that irrigation systems can benefit from simple changes such as fixing or adjusting sprinkler heads, ensuring appropriate operating pressure, and implementing an appropriate watering schedule;

4. **WHEREAS,** increasing irrigation system efficiency and teaching property owners and responsible parties ("Customers") about best management practices has many positive public benefits for the community and the environment;

5. **WHEREAS**, such benefits include reducing the demand for water during peak hours, avoiding unnecessary costs to the Customer, and reducing runoff associated with inefficient irrigation systems and improper watering practices;

6. **WHEREAS**, runoff contains fertilizers, oils, pesticides, dirt, bacteria and other pollutants that make their way, untreated, to storm drains and ultimately streams, rivers, lakes and the ocean. Avoiding or minimizing runoff therefore can result in improved water conservation and quality;

7. **WHEREAS**, Program Partner wishes to engage Resource Central to provide Customers with an easy and affordable way to learn about and install low-water landscapes;

8. **WHEREAS**, said engagement serves a public purpose of improving water resource efficiency by modifying personal level practices that ultimately result in reduced costs for the treatment and delivery of water.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

I. Program Obligations

A. Resource Central Obligations

Resource Central shall provide the services described in each Program's Scope and Conditions of Work, attached hereto as Attachment(s) A ("Scope of Work").

B. Program Partner Obligations

1. Marketing and Publicity. The success of the Program(s) is predicated on marketing and publicity from the Program Partner. Program Partner shall be solely responsible for marketing and publicizing the availability of the Program(s) to its Customers in **multiple** rounds of marketing. Program Partner may use any combination of the following media: bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert sent according to the guidelines provided in the marketing toolkit calendar for each program.** Refer to the Program(s) Scope and Conditions of Work, attached hereto as Attachment(s) A, Section B ("Scope of Work") for details.

    a. Marketing Toolkit. A marketing toolkit, developed by Resource Central, will contain promotional templates and individual advertisement components for the Program Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Program Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Program Partner; however, Program Partner must use the aforementioned marketing toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming**.

2. Primary Points of Contact. For all communications regarding the Program(s) and contractual matters, the Parties designate the persons named below as the primary points of contact:

For Resource Central:	**For Town of Firestone:**
Elisabeth D. Bowman Conservation Engagement Manager Resource Central 6400 Arapahoe Road, Ste B Boulder, CO 80303 303-999-3820 ext. 210 ebowman@resourcecentral.org	Julie Pasillas Director of Water and Community Resources Town of Firestone 9950 Park Avenue Firestone, CO 80504 303-531-6258 jpasillas@firestoneco.gov

3. Complete and Submit Signed Agreement. Program Partner shall submit to Resource Central a signed copy of the complete Agreement with Attachments no later than Friday, February 14, 2025.

II. Price, Maximum Invoice Amount, and Billing Procedure

A. Payment of Program(s) Price. Program Partner shall pay Resource Central the program(s) price, pursuant to the Program Payment Schedule and Terms, attached hereto as Attachment(s) B.

B. Maximum Invoice Amount. Program Partner shall be invoiced for each program individually as specified in Attachment(s) B. The total Price for all programs shall not exceed $14,090.00.

III. Term

A. Term of Agreement. The Term of this Agreement commences on the Effective Date and terminates on December 31 of the contract year, or on the date the Agreement is earlier terminated, as provided herein.

IV. General Provisions

A. Record-Keeping Requirements. Both Resource Central and Program Partner shall maintain all records, documents, communications, and other material that pertain to this Agreement ("Records") for a period of three (3) years from the date of final payment under this Agreement, unless Resource Central or Program Partner requests that the records be retained for a longer period. Resource Central and Program Partner each shall provide access to such Records to the other during normal business hours for review and copying during the Program and for the period records must be retained.

B. No Assignment. Except as otherwise provided, the Parties' duties and obligations shall not be assigned, delegated, or subcontracted except with the express prior written consent of the other Party. All subcontractors shall be subject to the requirements of this Agreement.

C. Indemnification. To the extent allowed by law, Program Partner, on behalf of itself and its successors and assigns, agrees to indemnify, defend, and hold harmless Resource Central, its officers, directors, and employees, contractors, and volunteers from and against all losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance under this Agreement by Program Partner or any person employed by or acting on behalf of Program Partner; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Program Partner, or any person employed by or acting on behalf of Program Partner, during the performance of Services under this Agreement.

To the extent allowed by law, Resource Central, on behalf of itself and its successors and assigns, agrees to hold harmless and indemnify Program Partner, its officers, directors, employees, and contractors from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance of Services under this Agreement by Resource Central or any person employed by or acting on behalf of Resource Central; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Resource Central, or any person employed by or acting on behalf of Resource Central, during the performance of Services under this Agreement.

D. No Third-Party Rights. Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding only upon, the Parties. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

E. Default and Remedies. If either Party fails to comply with this Agreement, the other Party shall provide written notice specifying the breach, and the breaching Party shall be allowed thirty (30) calendar days to cure, or such longer period as agreed to by the Parties in writing if the cure will require additional time. If the breaching Party fails to cure the breach timely under this Agreement, the non-breaching Party shall have all remedies available in law or in equity.

F. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall not affect the right to require performance at any time thereafter, nor shall the waiver of any breach of a term hereof be construed as a waiver of any prior, concurrent or subsequent breach of the same or any other term in this Agreement.

G. Modifications. This Agreement is intended as the complete integration of the understanding between the Parties. This Agreement may only be modified upon written mutual agreement by the Parties.

H. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

I. Exhibits. All exhibits and attachments to this Agreement shall be deemed incorporated herein by reference. Should the terms of an exhibit and this Agreement conflict, the Agreement shall control.

J. Independent Contractor. Resource Central shall perform the Services under this Agreement as an independent contractor. The Parties do not intend, nor shall it be construed, that Resource Central or any Resource Central subcontractor or employee is an employee of the Program Partner for any purposes whatsoever.

K. Employee Financial Interest. The Parties aver that to their knowledge, no employee of Program Partner has any personal or beneficial interest whatsoever in the service or property described herein.

L. Legal Authority – Signatory. Each Party represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind itself to its terms. If requested by the other Party, each Party shall provide the other with proof of its authority to enter into this Agreement within fifteen (15) calendar days of receiving such request.

M. Choice of Law. Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with Colorado law shall be null and void. Any provision incorporated herein by reference that purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for a legal action relating to the interpretation, execution, or enforcement of this Agreement shall be in the District Court, Boulder County, Colorado.

N. Force Majeure. Resource Central shall not be held liable or responsible to the Program Partner nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement due to circumstances beyond its control (generally, a "Force Majeure Event") including, but not limited to, national emergencies, unusually severe weather (including fire and flood), catastrophe, acts of God, insurrection, war, riot, epidemic, quarantine restrictions, labor disturbances, or embargoes. The occurrence of any Force Majeure Event shall excuse Resource Central from performing its obligations under this Agreement. However, the occurrence of a Force Majeure Event shall not excuse Program Partner's obligation under this Agreement to pay the Non-Refundable Deposit (For Garden In A Box Program and Waterwise Yard Seminars, a Force Majeure Event shall not excuse the Program Partner's obligation under this Agreement to pay the Program Price.)

O. Intellectual Property Rights. All work product(s) created or provided under this Agreement, including but not limited to, software, drawings, videos, manuals, charts, photographs, designs, papers, documents and copies, abstracts and summaries thereof, whether printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of the work performed under this Agreement ("Creations") shall be the sole property of Resource Central and may not be used, sold, licensed or disposed of in any manner without prior written approval of Resource Central. With the exception of survey data and related reports, copies, abstracts, and summaries resulting from the Program execution which shall be jointly owned by Program Partner and Resource Central. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in Resource Central.

P. Non-Disclosure of Confidential Material. Resource Central acknowledges that Program Partner has made, or may make, available to Resource Central customer records, which contain personally identifiable information ("Confidential Material"). Except as essential to Resource Central's performance under this Agreement, Resource Central shall not: (a) make any disclosure of the Confidential Material to any third party; (b) duplicate or copy the Confidential Material; or (c) use the Confidential Material for any purposes outside the scope of Resource Central's performance under this Agreement. In the event Resource Central discloses Confidential Material to a third party, all personally identifiable information shall be redacted. Resource Central shall notify each person to whom any disclosure is confidential, that the Confidential Material shall be kept confidential.

Q. Termination. Either Party may terminate this Agreement with or without cause by providing thirty (30) calendar days written notice to the other Party ("Termination Notice"). Program Partner shall compensate Resource Central for any work completed prior to and including the date of termination, as specified in the Termination Notice.

IN WITNESS WHEREOF, each Party has executed this Agreement as of the date first written above ("Effective Date").

Resource Central	**Town of Firestone**
By: ______________________________	By: __________________________________
Name: Neal Lurie	Name: _______________________________
Title: President	Title: ________________________________
Date Signed:	Date Signed:

RESOURCE CENTRAL

GARDEN IN A BOX PROGRAM

Attachment A: Scope of Work

Attachment B: Payment Schedule and Terms

ATTACHMENT A

GARDEN IN A BOX PROGRAM
SCOPE OF WORK

I. Scope of Work

A. Garden Design and Discounts

1. Term of Program. Subject to Resource Central's approval and consent, Resource Central shall conduct the Program from early March through September.

2. Garden Design. Resource Central shall work with landscape designers to create at least seven (7) waterwise/low-water garden designs, which shall be made available to Program Partner Customers. Once those designs have been completed, Resource Central shall work with local nurseries to secure plants. If necessary, Resource Central shall select appropriate substitute plants.

   The gardens shall be assembled into kits, which shall include a design layout (including Resource Central's plant-by-number design), a variety of low-water plants, and helpful tips about waterwise gardening, including planting and maintenance instructions for all of the plants ("Garden In A Box").

3. Discounts. Program Partner shall order, and Resource Central shall provide, a minimum of forty-eight (48) Garden In A Box $25.00 discounts for the garden sale season. Any unused discounts during the spring sale (March-June) will be carried forward into the late summer season.

   Resource Central shall have the equivalent number of Garden In A Box kits to fulfill the aforementioned discounts ordered by Program Partner. The kits are available for Program Partner Customers to order at the rate specified in section I.A.1 of the Payment Schedule and Terms.

   a. Colorado Water Conservation Board Water Plan Grant Matching Funds. Based on Program Partner's contracted amount of Discounts, Resource Central will match up to that amount for the late summer sale (June-September) at no charge. These discounts are only available upon completion of contracted discounts and contingent upon demand and garden availability. In addition, any CWCB Turf Replacement Program funding allocated to Resource Central program(s) must be exhausted before Resource Central Water Plan Grant matching funds can be accessed.

B. Marketing, Advertising, Customer Service, and Sales

1. Marketing and Publicity. Program Partner shall be responsible for marketing and publicizing the availability of the Program to its Customers in multiple rounds of marketing. Program Partner may use any combination of the following media: bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

2. Marketing Toolkit. A marketing toolkit, developed by Resource Central, will contain promotional templates and individual advertisement components for the Program Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Program Partner to disseminate marketing materials using the marketing toolkit.

3. Toolkit Usage. Advertising content may be created by either Resource Central or Program Partner; however, Program Partner must use the aforementioned marketing toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

4. Garden Availability. Since Garden In A Box kits are also available to the public and demand can exceed inventory, Resource Central will hold back some inventory to allow for Program Partner to market the program to its residents during the first three (3) weeks of the sale. Once all Garden In A Box inventory is released on the website, they are sold first come, first served.

5. Advertising of Program. Resource Central may design and pay for the placement of advertisements in a local newspaper or online (social media), and write and disseminate press releases and public service announcements publicizing the Program.

6. Customer Service. Resource Central shall handle all incoming phone calls and emails regarding the Program and respond to all questions.

7. Sales. Resource Central shall create and manage an online retail platform. Resource Central shall also process orders and take payment via credit card.

8. Standard Operating Procedure for Discount Usage. Resource Central standard operating procedure is to allow Participants to use one (1) discount for each eligible garden purchased, with no limitations on quantity of gardens and discounts per order.

C. Distribution of Garden In A Box Kits

1. Garden In A Box Assembly. Resource Central shall organize and handle delivery of all plants, which shall be pre-packaged according to the designs developed by Resource Central.

2. Training of Program Partner Staff. Resource Central shall train Program Partner staff, if Program Partner elects to provide staff to aid in the distribution.

3. Distribution. Resource Central shall conduct at least one (1) distribution within twenty (20) miles of the Program Partner service area at a mutually agreed upon location(s). Before the distribution(s), Resource Central staff and volunteers shall prepare and organize all plants required for the distribution(s). Resource Central shall organize volunteers to help distribute Gardens In A Box at each requested distribution location. Resource Central shall provide at least one of its staff members and one volunteer to conduct the distribution(s). Resource Central staff and/or volunteer(s) shall confirm that participants have pre-ordered and pre-paid for their Garden In A Box. Resource Central staff and/or volunteer(s) shall then assist participants in retrieving their requested

Garden In A Box kit(s). At that time, Resource Central staff and/or volunteer(s) shall give the participant the plant and care guides for their requested Garden In A Box kit(s).

4. Undistributed Garden Kits. If, after a distribution is completed, there remain unclaimed Garden In A Box kits, Resource Central shall make the unclaimed Garden In A Box kits available for pickup by the Participant at 6400 Arapahoe, Boulder, CO, 80303. Orders that are unclaimed after seven (7) business days of the missed pickup date will be donated without a refund to the Participant(s) unless other arrangements have been made with staff. Resource Central shall make all reasonable efforts to sell any remaining plants individually. Regardless of Resource Central's ability to sell undistributed Garden In A Box kits or individual plants, Program Partner is still obligated to pay the Total Program Price and any additional charges associated with Program Partner's requested number of Garden In A Box kits, as specified in the Payment Schedule and Terms, attached hereto as Attachment B.

5. Time of Distributions. All distributions shall be conducted during the period from May 1, 2025, to September 30, 2025, with the primary months being May, June, August, and September.

D. Program Updates

1. Program Updates. During peak garden sales season, Resource Central shall provide to Program Partner updates at least every other week about the Program and progress toward meeting the obligations under the Agreement.

2. Updates Upon Request. Updates shall also be provided to Program Partner within five (5) business days of any written request.

E. Post-Distribution Activities

1. Satisfaction Surveys. After the Program Term has ended, Resource Central shall conduct a satisfaction survey of all participants purchasing Garden In A Box kits.

2. Annual Report. Resource Central shall also compile information about the Program. The survey results and the Program information shall be included in a final report detailing the Program results. Resource Central shall provide Program Partner with this report by December 31 of the contract year.

ATTACHMENT B

GARDEN IN A BOX PROGRAM
PAYMENT SCHEDULE AND TERMS

I. Payment Schedule and Terms

A. Total Program Price

1. Price Charged to Program Partner's Residents. At least seven (7) garden design options shall be made available for Program Partner's residents to choose from. The options shall cost circa $102 - $170 for Program Partner Customers as long as discounts remain available. Resource Central shall make all good faith efforts to keep the price charged to Program Partner's Customers below retail cost.

2. Price Charged to Program Partner. To make the Garden In A Box Program available to Program Partner in 2025, Program Partner shall pay the Total Program Price of $3,840.00 ("Total Program Price"), which includes forty-eight (48) Discounts.

3. Services Included in Total Program Price. The Total Program Price covers a portion of Resource Central's costs associated with managing and organizing the program as outlined in the Garden In A Box Scope of Work. In addition, the Total Program Price includes the Discounts in Attachment A, I.A.3. of $25 for each Garden In A Box kit that participants purchase during the sales season. Participants must be receiving their water service through Program Partner to be eligible for discounts or be a resident of the Program Partner. The Total Program Price also includes one (1) distribution within twenty (20) miles of the Program Partner service area at a mutually agreed-upon location.

B. Liability for Cost of Unsold Gardens and Unclaimed Discounts

1. Costs Associated with Garden Order. Program Partner shall not be liable for the costs associated with unsold Garden In A Box kits that are part of the order of Discounts in Attachment A, I.A.3.

2. No Refund. Resource Central shall not provide a refund to Program Partner for any unsold gardens or unclaimed discounts.

II. Payment Schedule and Invoicing

A. Invoicing. Resource Central shall bill Program Partner the Total Program Price within thirty (30) days of the Effective Date of this Agreement, but not before the calendar year the Program is offered. Payment shall be due within thirty (30) days of the date the invoice is issued by Resource Central. Such payment must be made by check or electronic payment (EFT) payable to Resource Central.

B. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by Resource Central.

RESOURCE CENTRAL

LAWN REPLACEMENT PROGRAM

Attachment A: Scope and Conditions of Work

Attachment B: Payment Terms and Schedule

Attachment C: Lawn Replacement Program Participant Contract

ATTACHMENT A

LAWN REPLACEMENT PROGRAM
SCOPE AND CONDITIONS OF WORK

I. Scope of Work

A. Lawn Replacement Program Details

1. Term of Program. Subject to Resource Central's approval and consent, Resource Central shall conduct the Program during the spring-summer season (approximately May through September), weather, staff, and demand permitting. Resource Central may in its sole discretion choose to extend the term of the Program.

2. Program Objective. Resource Central's Lawn Replacement Program incentivizes Program Partner's Customers to remove high water-use landscapes and replace them with low-water alternatives including, but not limited to, waterwise perennial gardens. The objective of the Program is to make it easier and more affordable for Program Partner's Customers to reduce their water consumption through permanent low-water landscape change. Once established, a waterwise perennial garden will likely use 50%-60% less water than a traditional lawn and is likely to improve habitat and neighborhood aesthetics.

3. Eligible Property Types. The Program and associated incentives shall only be used at residential properties by legal owners or property managers. Commercial and public properties are not eligible, except by explicit written permission from the Program Partner's Designated Representative.

4. Program Application and Qualification Terms. To participate in the Program, each Program Partner customer must volunteer to permanently remove at least 200 square feet of existing, watered, and maintained lawn and replace it with approved low-water landscaping. The lawn may be removed by any method except chemical removal, but cannot be removed or killed prior to acceptance into the Program. Each interested participant shall submit a complete and accurate Program application to Resource Central to verify that they meet the eligibility criteria and that their landscape change project will result in significant water savings. In the application, each participant shall self-certify that they are the legal owner or manager of the property at which the low-water landscape change project will occur and that they are a current customer of the Program Partner in good standing. Each participant shall also provide the following: (1) their physical street address and water utility account number; (2) the estimated amount of lawn to be removed in square feet; and (3) a "before" photo which clearly shows the section of existing, watered, and maintained lawn to be removed. In addition, the participant shall provide their plan to adjust their irrigation system and/or watering schedule to reduce water consumption; and the types of materials and/or plants they will use to complete the project.

B. Marketing and Publicity

1. Marketing and Publicity. Program Partner shall be responsible for marketing and publicizing the availability of the Program to its Customers in **multiple** rounds of marketing. Program Partner may use any combination of the following media: bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

2. Marketing Toolkit. A marketing toolkit, developed by Resource Central, will contain promotional templates and individual marketing components for the Program Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Program Partner to disseminate marketing materials using the marketing toolkit.

3. Toolkit Usage. Promotional content may be created by either Resource Central or Program Partner; however, Program Partner must use the aforementioned marketing toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are the property of Resource Central and are to be used exclusively to advertise and promote its programming.**

C. Customer Service and Educational Resources

1. Customer Service. Resource Central shall manage all customer service issues related to the Program, including answering participant questions and addressing any concerns. Resource Central shall track each participant's progress through the Program from application to completion.

2. Educational Resources. Resource Central, at its discretion, may produce and provide various educational materials to Program Partner and/or its Customers to help them complete successful low-water landscape change projects. Program Partner may also produce and disseminate educational materials. **Any materials created by Program Partner containing Program information shall be made available to and approved by Resource Central before publication.**

3. Participant Follow Up. Resource Central shall exercise due diligence in placing reminder phone calls and emails to participants who applied to the Program but have not completed their project. Resource Central shall also remind participants of upcoming deadlines and appointments in a timely manner.

D. Program Updates

1. Program Updates. During the course of the Program season, Resource Central shall provide to Program Partner updates at least every other week about the Program and its progress toward meeting the obligations under the Agreement.

2. Updates Upon Request. Updates shall also be provided to Program Partner within five (5) business days of any written request.

E. Post-Participation Activities

1. Satisfaction Surveys. Resource Central shall conduct a satisfaction survey of property owners who participated in the Program.

2. Annual Report. The survey results and the data analysis shall be included in an annual report detailing the Program results. Resource Central shall provide Program Partner with this report by December 31 of the contract year.

II. Conditions of Work

A. Participant Benefits. The Program Partner shall offer the Program Benefits as outlined in Attachment B, section I.A to each approved participant. In their Program applications, participants shall select only one of the two available benefits that best suits their project needs. Each participant shall receive no more than the Maximum Participant Benefit Amount of $750.00 as described in Attachment B, I.B.

1. Subsidized Waterwise Garden In A Box Kits Benefit

a) Included Materials. Each approved participant may receive no more than four (4) subsidized Garden In A Box kits directly from Resource Central. **The cumulative total square footage of each participant's subsidized Garden In A Box kits shall not exceed 400 square feet or four kits.** The quantity (square footage) of the subsidized Garden In A Box kit(s) shall not exceed the amount of lawn removed (e.g., if only 200 square feet of lawn is removed, only 200 square feet of subsidized Garden In A Box kits are available). Each garden kit shall include a variety of low-water starter plants in 4-inch pots; a plant-by-number design; and a planting and care manual. Participants with functional in-ground irrigation systems may also elect to receive a subsidized Rain Bird 1800-RETRO spray-to-drip irrigation retrofit kit.

b) Garden Design and Procurement. As inventory permits, at least one (1) 100-square foot waterwise garden option for full sun and one (1) 100-square foot waterwise garden option for partial shade shall be made available to approved participants. If necessary, Resource Central shall select appropriate substitute plants. Resource Central shall secure and arrange procurement of all plants from local wholesale nurseries.

c) Lawn Removal Verification. Each approved participant who selects the Garden In A Box kits benefit must provide photographic evidence in their post-project form submission, which clearly shows that at least 75% of the lawn in the "before" photo project area has been successfully removed at least ten (10) business days prior to picking up any subsidized Garden In A Box kits. Lawn cannot be removed prior to receiving written acceptance into the Program from Resource Central.

d) Garden Distribution. All materials shall be picked up by approved participants at an existing nearby Garden In A Box distribution event, as determined by Resource Central. The garden distribution event for Program Partner Program participants shall be conducted during the period from May 1 to June 30, with any carry-over gardens available for distribution in the months of August and September. Resource Central shall provide at least one staff person and one or more volunteers to conduct the distribution event. Resource Central reserves the right to change distribution events in good faith and in coordination with Program Partner in the event of a Force Majeure event. Resource Central staff and volunteers will comply with local, state, and federal health and safety guidelines to the greatest extent possible.

2. Lawn Removal Service Discount Benefit

a) Discount. Each approved participant shall have the option to hire Resource Central to perform the Lawn Removal Service as described below. Each approved participant may receive a discount of $1.65 per square foot off the regular price of their Lawn Removal Service ($2.65 per square foot). The discount shall not exceed the Maximum Participant Benefit Amount of $750.00 (or 454.55 square feet) at the discounted amount.

b) Appointment Scheduling and Staffing. All Lawn Removal Service appointments shall be scheduled based on location, staff availability, and applicant responsiveness and performed by Resource Central staff or reputable third-party contractors. Resource Central shall provide enough staff or contractors and equipment necessary to perform the amount of lawn removal requested by Program Partner, to the extent feasible.

c) Lawn Removal Procedures. Resource Central shall have no obligation to conduct a lawn removal until the property owner or property manager has signed the Lawn Replacement Program Participant Contract (Attachment C). Resource Central shall not perform a residential lawn removal unless at least one person affiliated with the property (i.e., an owner, resident, or property manager), who is at least 18 years of age, is present on the premises at the start of the project. Lawn shall be cut to a depth of approximately 2.5 inches, or as deep as feasible depending on soil conditions, and hauled to an appropriate disposal facility. No additional services shall be offered. Property owners or managers shall be responsible for completing the low-water landscape project as described in their Program application within 30 days of the Lawn Removal Service.

d) Project Size Requirements and Participant Invoicing. Resource Central reserves the right to limit the maximum project size based on schedule availability. The minimum project size is 200 square feet. Program Partner will be charged a minimum of $330.00 per lawn removal (200 square feet times $1.65 per square foot), regardless of final project size. Participants who wish to complete Lawn Removal Service projects in excess of their Maximum Participant Benefit Amount shall pay the outstanding balance at the standard rate of $2.65 per square foot. Resource Central shall invoice participants for outstanding balances and may charge the participant a non-refundable deposit. The Program Partner shall not be responsible for outstanding participant balances.

e) Program Marking and Water Restrictions. Program line locating and marking shall be requested by Resource Central for each project as required by law. If Program Partner water restrictions are instituted, the Lawn Removal Service and any required operation of the irrigation system may take place outside of the property owner's permitted watering schedule. Program Partner agrees not to enforce any watering restrictions against the Participant or Resource Central if this occurs. Project will be canceled if Program line markers are removed or tampered with by participants.

f) Reasonable Effort. Resource Central shall make all reasonable efforts to complete the maximum amount of lawn removals requested. If (1) demand is higher than the contracted amount, (2) Resource Central staff is available, and (3) Program Partner approves additional funds, additional lawn removal may be conducted.

B. Application Review and Approved Low-Water Landscape Types. Resource Central shall review all applications on a first-come, first-served basis until the Number of Participants or Total Program Price, as described in Attachment B, has been reached. In order to be approved, each application must be complete and clearly demonstrate significant water savings through permanent low-water landscape change, as determined by Resource Central. Acceptable low-water landscape types include waterwise perennial gardens (preferred); vegetable gardens; small-to-medium size patios, decks and pathways made of impermeable material; Buffalograss (Buchloë dactyloides); other low-water grasses; clover; wildflower meadows; rock, stone, or gravel areas (not to exceed 50% of total project area); or any other combination thereof. Project area is required to have at least 50% plant material (at full maturity) coverage. Artificial turf is excluded from use as a replacement. Applications shall be rejected if they do not meet the Qualification Terms or if they do not clearly demonstrate significant water savings. Participants may be given the opportunity to amend their application at Resource Central's discretion.

C. Consultation. Upon application approval, each participant shall be invited by email to a 15–30-minute optional phone consultation with a qualified Resource Central staff person. The purpose of this consultation shall be to provide additional personalized water-saving information including drip irrigation retrofitting advice, proper soil amending and mulching, and other low-water landscaping techniques. The consultation shall also be used to answer participant questions, confirm participant benefits, and schedule Garden In A Box kit pickups or Lawn Removal Service appointments. Additional personalized project support may be provided to participants as deemed appropriate by Resource Central.

D. Participant Contract. Each approved participant shall sign a copy of the official Lawn Replacement Program Participant Contract (Attachment C). In the contract, the participant shall re-certify that they meet the following criteria:

1. The Participant is a current Program Partner customer in good standing;
2. Participant volunteers to physically remove and replace at least 200 square feet of existing, watered, and maintained lawn by a method of their choice except by chemical removal;

3. Participant agrees to provide photographic evidence that clearly shows at least 75% of the lawn in the "before" photo project area has been successfully removed at least ten (10) business days prior to picking up any subsidized Garden In A Box kits (unless the participant contracts with Resource Central to perform the Lawn Removal Service);
4. Participant will plant and maintain any Garden In A Box kits that they receive as part of the Program for their full lifespan;
5. Participant will adjust their irrigation system and/or watering habits to properly account for the new low-water landscape; and
6. Participant will complete their landscaping project within thirty (30) days of removing the lawn. The participant is considered officially accepted into the Program and may begin removing lawn only after signing the contract.

ATTACHMENT B

LAWN REPLACEMENT PROGRAM
PAYMENT TERMS AND SCHEDULE

I. Payment Terms

A. Available Participant Benefits. The Program Partner will offer both of the following Participant Benefits as described in Attachment A, II.A.

- Subsidized low-water Garden In A Box kits at approximately $185.00 each, not to exceed 400 square feet or four kits per participant or the amount of lawn removed.

- Lawn Removal Service Discount, minimum of 200 square feet invoiced at $1.65 per square foot ($330.00 minimum). Participants pay the remaining $1.00 per square foot.

B. Non-Refundable Program Fee. The Non-Refundable Program Fee offsets Resource Central's fixed costs of managing and executing the Program. This includes paying staff to develop the Program and accompanying materials; soliciting, reviewing, and responding to applications; conducting phone consultations; following up with participants; maintaining equipment; and hiring and training multiple crews to conduct the removals. The Program Partner shall pay Resource Central a one-time, Non-Refundable Program Fee of $5,000.00.

C. Maximum Participant Benefit Amount. To incentivize lawn replacement and water conservation at private homes, the Program Partner shall pay Resource Central up to $750.00 per approved Program participant.

D. Number of Participants. Program Partner shall offer the Maximum Participant Benefit Amount to a minimum of seven (7) Program Partner Customers.

1. Colorado Water Conservation Board Water Plan Grant Matching Funds. Based on Program Partner's contracted Number of Participants, Resource Central will match up to that quantity at no charge. These additional Benefits are only available upon completion of contracted Number of Participants and contingent upon demand and operational capacity. In addition, any CWCB Turf Replacement Program funding allocated to Resource Central program(s) must be exhausted before Resource Central Water Plan Grant matching funds can be accessed.

E. Total Program Price. Program Partner shall pay the Total Program Price, which is equal to the Non-Refundable Program Fee (B) plus the sum of the Maximum Participant Benefit Amount (C) multiplied by the Number of Participants (D). The Total Program Price shall not exceed $10,250.00.

II. Payment Schedule and Invoicing

A. Payment Schedule. Program Partner shall pay the Non-Refundable Program Fee within thirty (30) days of the Effective Date of this Agreement, but not before the calendar year the Program is offered. Such payment must be made by check or electronic payment (EFT) payable to Resource Central.

Program Partner shall pay for approved Program participants' Garden In A Box kits and Lawn Removal Service discounts on a monthly basis, pursuant to the Invoicing terms specified below.

B. Invoicing. Resource Central shall invoice Program Partner monthly for all approved participants' subsidized Garden In A Box kits and any completed Lawn Removal Service. The name of the homeowner, address of the property, account number, benefit type(s), and amount of Participant Benefit received, total square footage of lawn removed, and date of any Lawn Removal Service shall be provided with the monthly invoice.

C. Invoice Adjustments. Program Partner has thirty (30) days after the date of each invoice to notify Resource Central of any adjustments or corrections to that specific invoice.

D. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by Resource Central.

ATTACHMENT C

<u>RESOURCE CENTRAL</u>
<u>LAWN REPLACEMENT PROGRAM</u>
<u>PARTICIPANT CONTRACT</u>

Electronic forms initialed before scheduling service.

The following are requirements for participating in Resource Central's Lawn Replacement Program. Failure to meet and maintain all of the requirements may result in your disqualification from the program. If you receive a Lawn Removal Service discount or subsidized Garden In A Box or irrigation retrofit kits as part of this program, you may be invoiced for the full retail price if you fail to maintain these requirements.

By initialing this contract, you agree that:

I. <u>Participant Acknowledgements</u>

A. You are a current ____water customer in good standing and have provided an accurate utility account number with your application.
[CONDITIONAL BASED ON BENEFIT SELECTED]

B. You are a current ____resident and have provided proof of residency with your application.

B. You voluntarily agree to permanently remove the amount of existing grass lawn specified in your application. <u>You attest that the area of lawn is watered and maintained on a regular basis throughout the growing season</u>. You agree to remove the lawn without the use of chemicals.

C. If you do not hire Resource Central's Lawn Removal Service, you must agree to email Resource Central a "during" photo which clearly shows at least 75% of the lawn in the project area has been successfully removed. The photo is due at least ten (10) business days before you pick up any subsidized Garden In A Box kits.

D. You agree to finish replacing the space with any low-water features as described in your application, including any subsidized Garden In A Box kits which you receive. You agree to maintain any subsidized Garden In A Box kits for their full lifespan, about seven years, or the duration of home ownership, whichever comes first.

E. You agree that you must replace at least 50% of the removed turf area with any of the following: waterwise perennial gardens (preferred); small-to-medium size patios and decks using permeable materials; Buffalograss (Buchloë dactyloides); other low-water grasses; clover; wildflower meadows; permeable rock, stone, or gravel areas or pathways; or any other combination thereof.

F. You agree that you will not install artificial/synthetic turf, impermeable concrete (patios) or similar material, water features, invasive species, or new turf.

G. You agree to properly adjust and maintain your irrigation system and/or watering schedule to account for the new low-water landscape features.

H. If you hire Resource Central to perform the Lawn Removal Service, you understand that:

1. The lawn will be cut to a depth of approximately 2.5 inches. In rare cases when soils are overly compacted and dry, it may not be feasible to remove the full 2.5 inches of material. No more than 3.5 inches of grass and soil will be removed.

2. Resource Central can only guarantee removal of the amount of lawn specified in your Lawn Replacement Program Application. Requests to remove additional lawn may be denied for any reason.

3. Resource Central may briefly test the landscape irrigation system at the address below with your permission. The test may involve operating the landscape irrigation system through valves and/or the irrigation control clock. **Neither Resource Central nor the partnering water utility, municipality or other entity is responsible for any system malfunction during or after the landscape irrigation inspection.**

4. It is nearly impossible to remove some types of grass and weeds due to extremely deep and extensive root systems. **Neither Resource Central nor the partnering water utility, municipality or other entity will be held responsible for any plant re-growth in the project area following the Lawn Removal.**

5. You are required to mow your lawn within three (3) days of your project as well as remove pet excrement and debris (tree branches, leaves, etc.) from the project area prior to Resource Central's arrival on site. Resource Central reserves the right to cancel your project or charge you an additional $500.00 if the project area is not cleared in advance. Your deposit will not be refunded if your project is canceled for failure to prepare the project area.

Participant Initials: _______

II. Water Records Release

The impacts of Resource Central's Lawn Replacement Program are being recorded and analyzed for effectiveness. This requires a longitudinal study of participant water usage histories gathered from the participant's water utility. The information is used in aggregate to show trends and impacts that result from the program and do not single out any individual participant's water usage history to third parties. Any information obtained relating to the individual participant will be kept anonymous and confidential by Resource Central.

By initialing below, I certify that I am or was the utility user at the address listed below. I understand that Section 24-72-204(3) (a) (IX) of the Colorado Revised Statutes prohibits the release of my name, address, telephone number and personal financial information as a past or present user of a public utility. I hereby consent and give permission to my water provider, ____, to release my water usage and billing information to Resource Central. I further release and hold harmless Resource Central, my water provider as listed above, and their officers, employees, agents, and volunteers from any claim, demand, action or right of action arising out of or related to the release of my name, address, and my water usage to Resource Central or which results from actions by my water provider or Resource Central relating to this program.

Participant Initials: _______

III. Lawn Removal Service Payment

If you hire Resource Central to perform the Lawn Removal Service, you must agree to the following payment terms:

A. All Lawn Removal Service payments must be made by credit or debit card. The final project price will be agreed upon before any work begins.

B. To secure your appointment, a 50% deposit is required, and this payment must be made within 14 days of project approval. If you pay the deposit before this date, you are eligible for a full refund, but this refund option is only available until 14 days from project approval. After that date, the deposit becomes non-refundable.

C. The standard cost for the Lawn Removal Service is $2.65 per square foot. You may be eligible for a discount from your water utility or municipality, as determined by the discount finder/eligibility tool on the Resource Central website. The minimum project size is 200 square feet, regardless of discount.

D. Resource Central staff will remove the square footage finalized during the application process. Please note that you will be charged for the square footage you provide in your contract. Any additional square footage beyond the estimated amount will not be removed, nor will any lawn be removed without your permission.

_______ I AGREE to hire Resource Central's Lawn Removal Service

_______ I DECLINE to hire Resource Central's Lawn Removal Service

IV. Waiver and Release of Liability

A. You represent and warrant that you are the legal owner and/or manager of the property located at the address below. You acknowledge that it is your responsibility to comply with any and all municipal and/or homeowners' association landscaping codes, standards, and ordinances.

B. You agree to accept full and exclusive responsibility for any additional costs related to participation in the program without recourse to Resource Central or the partnering water utility, municipality or other entity. You assume all risk and liability for your lawn replacement project.

C. You acknowledge that removing a portion of lawn necessitates changing the scheduled irrigation program(s) on your control clock, if applicable. It is your responsibility to check the irrigation control clock and valves after the Lawn Removal Service to make sure they are turned on and programmed properly for the new landscape features. You are responsible for watering your landscape and monitoring the irrigation system and overall health of the landscape. Resource Central is not responsible for plants, trees, and shrubs that are damaged due to improper watering. **<u>Neither Resource Central nor the partnering water utility, municipality or other entity will be held responsible for any turf regrowth resulting from improper irrigation or failure to follow the post-removal steps outlined by Resource Central.</u>**

D. You agree that all photos and video provided as part of your participation in the program or taken during the Lawn Removal Service will be owned by Resource Central and may be used in promotional material.

F. You understand that Colorado Senate Bill 18-167 requires locating and marking all utility lines for any and all digging projects. If you hire Resource Central's Lawn Removal Service, a utility marking request will be submitted to Colorado 811 on your behalf. You agree to grant access to your property and project area for the purpose of utility locating and marking. You agree to leave marking flags and paint in place until your Lawn Removal Service is complete. If marking flags have been removed, your appointment may be canceled, and your deposit will not be refunded. You must also inform Resource Central staff of any known privately owned buried utility, irrigation, or similar components. Resource Central cannot be held liable for damage to outbuildings, private utilities, irrigation, or similar underground infrastructure. If you do NOT hire Resource Central's Lawn Removal Service, it is your responsibility to submit a utility location request to Colorado 811.

G. **<u>If your property is covenant controlled and/or part of a homeowners' association (HOA), you are responsible for seeking and obtaining proper approval for your landscape change project prior to starting any work.</u>** Resource Central is not responsible for fines, fees, or penalties imposed by HOAs or similar entities.

H. You are voluntarily participating in the Program and hereby release any and all claims against, and hold harmless, Resource Central, the water provider/municipality funding the program and their officers, agents, employees, partners, and contractors against all liabilities, judgments, costs, and expenses arising out of, or related to (i) the testing of the landscape irrigation system and any system malfunction during or after the Lawn Removal Service; and (ii) physical damage to any landscape features, existing trees and plants, and/or built structures except to the extent arising out the gross negligence or willful misconduct of Resource Central; and (iii) physical damage to any utility lines, including phone, television, and internet lines except to the extent arising out of gross negligence or willful misconduct of Resource Central.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.c **Consent Agenda** **Meeting Date:** February 26, 2025 **Initiated By:** Matt Thompson **Department:** Planning & Development

AGENDA ITEM

Resolution 25-24: 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 FRONTIER ESTATES FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 25-24, a resolution approving Frontier Estates Filing No. 2 Final Plat application with the following conditions:
(a) All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
(c) Applicant shall provide an updated title commitment for the 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.
(d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
(e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
(f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
(g) 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.

APPROVAL/DENIAL OPTIONS

N/A

SUMMARY

The subject property is 39.169 acres in size and is located on the west side of Frontier Street between Sable Avenue and Pine Cone Avenue. The existing legal description is Lot 1 and Tract A Frontier Estates Final Plat Filing No. The proposed final plat includes 182 total lots composed of single-family detached units.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

On March 28, 2002, the Board of Trustees approved Ordinance 495, annexing the property into the Town (Farnsworth Annexation). On July 11, 2002, the Board of Trustees approved Ordinance 502, rezoning the property to PUD Residential A (FCC Development Overall Development Plan). Both the Annexation and Overall Development Plan (ODP) were recorded on October 25, 2005. Per the previous Development Code, ODP approvals were valid for ten (10) years; therefore, this ODP has expired. The expiration only applied to the ODP document, not the accompanying zoning ordinance; therefore, the property remains zoned Residential A.
The Frontier Estates Filing No. 1 Final Plat was approved by the Board on December 20, 2017, and recorded on

February 15, 2018, creating the lots that exist today. A new Preliminary Plat was submitted in 2022 and was approved by the Board on July 24, 2024.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Frontier Estates Filing No 2 Final Plat
2. Subdivision Agreement DRAFT
3. Resolution 25-24 Frontier Estates

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 182 LOTS / 17 TRACTS - FP-24-019

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION BEING THE OWNERS OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

LOT 1 AND TRACT A, FRONTIER ESTATES FINAL PLAT FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 4375614 IN THE RECORDS OF WELD COUNTY CLERK AND RECORDER OFFICE COUNTY OF WELD.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF FRONTIER ESTATE FILING NO. 2, A SUBDIVISION OF A OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE, THE STREETS, AVENUES (AND OTHER PUBLIC PLACES, TRACTS) 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 OPTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN HEREON.

IN WITNESS WHEREOF MERITAGE HOMES OF COLORADO, INC. AN ARIZONA CORPORATION, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED THIS _______DAY OF __________, 20____.

BY: ______________________________ AS ___________________________________.

STATE OF ____________________)
) SS.
COUNTY OF __________________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _______ DAY OF ______________, 20_______.

BY: __________________________ AS _____________________________ OF MERITAGE HOMES OF COLORADO, AN ARIZONA CORPORATION.

MY COMMISSION EXPIRES ______________, _______.
WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF FRONTIER ESTATES FILING NO. 2 WAS APPROVED ON THIS _______DAY OF ______________, 20_____, BY RESOLUTION NO. ________________ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF FIRESTONE HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

__________________________ ATTEST: __________________________
MAYOR TOWN CLERK

VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18—4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LJA SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, LJA SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY LANDTITLE GUARANTEE COMPANY, COMMITMENT NUMBER ABC25205638-2, WITH A COMMITMENT DATE OF DECEMBER 28, 2023 AT 5:00 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ASSUMED TO BEAR SOUTH 00°23'53" EAST, BEING MONUMENTED ON THE NORTH BY THE EAST QUARTER-SECTION CORNER OF SAID SECTION 18 BEING A 3.25" BRASS CAP (ILLEGIBLE) IN A MONUMENT BOX AND BEING MONUMENTED ON THE SOUTH BY THE SOUTHEAST SECTION CORNER OF SAID SECTION 18 BEING A 2" ALUMINUM CAP (ILLEGIBLE).
6. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS — DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) — MAP NUMBER 08123C1895F WITH A MAP REVISED DATE OF OF NOVEMBER 29, 2023.

DEVELOPMENT NOTES

1. ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO.
2. TRACTS A THROUGH H AND TRACTS J THROUGH O AS PLATTED AND SHOWN HEREON SHALL BE CONVEYED BY SEPARATE INSTRUMENT, AND WILL BE OWNED AND MAINTAINED BY AN ASSOCIATION ESTABLISHED AND ORGANIZED UNDER THE COLORADO COMMON INTEREST COMMUNITY ACT, CRS SEC. 38-33.3-101 ET SEQ. BY THE OWNER.
3. ALL PLATTED LOTS AS DEPICTED ON THIS PLAT ARE SUBJECT TO CERTAIN COVENANTS, CONDITIONS AND RESTRICTION AND ARE REQUIRED TO PAY MANDATORY ASSESSMENTS, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DECLARATION OF FRONTIER ESTATES HOMEOWNER ASSOCIATION RECORDED CONTEMPORANEOUSLY HEREWITH IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE.
4. TRACTS A THROUGH O ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.
5. OWNER SHALL DISCLOSE TO PERSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF 100' OF THE LOCATION OF THE PLUGGED AND ABANDONED WELL.
6. OWNER HEREBY DEDICATES AND CONVEYS 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, AT ANY TIME AND FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.
7. THE OWNER(S) OF EACH TRACT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT. 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 FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(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) OR TRACT(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. 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, DETENTION PONDS AND ASSOCIATED OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7.
9. FOR THE BENEFIT OF THE ST. VRAIN SANITATION DISTRICT, A CERTAIN EASEMENT ACROSS TRACT A WILL BE RECORDED BY SEPARATE DOCUMENT CONTEMPORANEOUSLY WITH THE WELD COUNTY CLERK AND RECORDER'S OFFICE.
10. TRACT I AS PLATTED AND SHOWN HEREON SHALL BE CONVEYED BY SEPARATE WRITTEN INSTRUMENT TO THE METRO DISTRICT IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.

SURVEYOR'S CERTIFICATION

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

BY: MARK A. HALL, COLORADO PLS NO. 36073
FOR AND ON BEHALF OF LJA, SURVEYING, INC.

FOR REVIEW ONLY

TRACT SUMMARY CHART

TRACT	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
TRACT A	DRAINAGE, UTILITY	HOA	HOA	91,396	2.098
TRACT B	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	12,262	0.281
TRACT C	DRAINAGE, POCKET PARK, PUBLIC ACCESS, UTILITY	HOA	HOA	14,427	0.331
TRACT D	LANDSCAPE & IRRIGATION, UTILITY	HOA	HOA	14,739	0.338
TRACT E	LANDSCAPE & IRRIGATION, UTILITY	HOA	HOA	20,360	0.467
TRACT F	DRAINAGE, OPEN SPACE, PUBLIC ACCESS, UTILITY	HOA	HOA	34,077	0.782
TRACT G	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	3,084	0.071
TRACT H	DRAINAGE, OPEN SPACE, PUBLIC ACCESS, UTILITY	HOA	HOA	9,450	0.217
TRACT I	DRAINAGE, NEIGHBORHOOD PARK, PUBLIC ACCESS, UTILITY	METRO DISTRICT	METRO DISTRICT	80,373	1.845
TRACT J	DRAINAGE, OPEN SPACE, PUBLIC ACCESS, UTILITY	HOA	HOA	23,174	0.532
TRACT K	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	5,436	0.125
TRACT L	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	1,474	0.034
TRACT M	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	10,587	0.243
TRACT N	LANDSCAPE & IRRIGATION, OPEN SPACE, UTILITY	HOA	HOA	6,198	0.142
TRACT O	LANDSCAPE, PUBLIC ACCESS, UTILITY	HOA	HOA	1,129	0.026
TRACT P	FUTURE DEVELOPMENT	OWNER	OWNER	24,831	0.570
TRACT Q	FUTURE DEVELOPMENT	OWNER	OWNER	5,000	0.115
			TOTAL AREA	357,997	8.218

LAND USE SUMMARY CHART

TYPE	LOTS	SQ. FT.	ACRES	%
LOT AREA - RESIDENTIAL	182	870,298	19.979	51%
PUBLIC RIGHT-OF-WAY AREA		477,950	10.972	28%
TRACTS - (17)		357,996	8.218	21%
TOTALS		1,706,244	39.170	100%

LAND DEDICATION REQUIREMENTS

PARK LAND DEDICATION	CODE REQUIREMENT	TOTAL REQUIRED AREA (AC)	PROVIDED AREA (AC)	REMAINING AREA CASH-IN-LUE (AC)
POCKET PARK	0.5 ACRES/1000 RESIDENTS	0.304	0.331	0
NEIGHBORHOOD PARK	3 ACRES/1000 RESIDENTS	1.824	1.845	0
COMMUNITY PARK	5 ACRES/1000 RESIDENTS	3.040	0	3.040
OPEN SPACE	14 ACRES/1000 RESIDENTS	8.512	1.673	6.839

SHEET INDEX

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	8/20/2024
REVISION DATE	10/28/2024
REVISION DATE	1/10/2025
COVER - SHEET 1 OF 6	

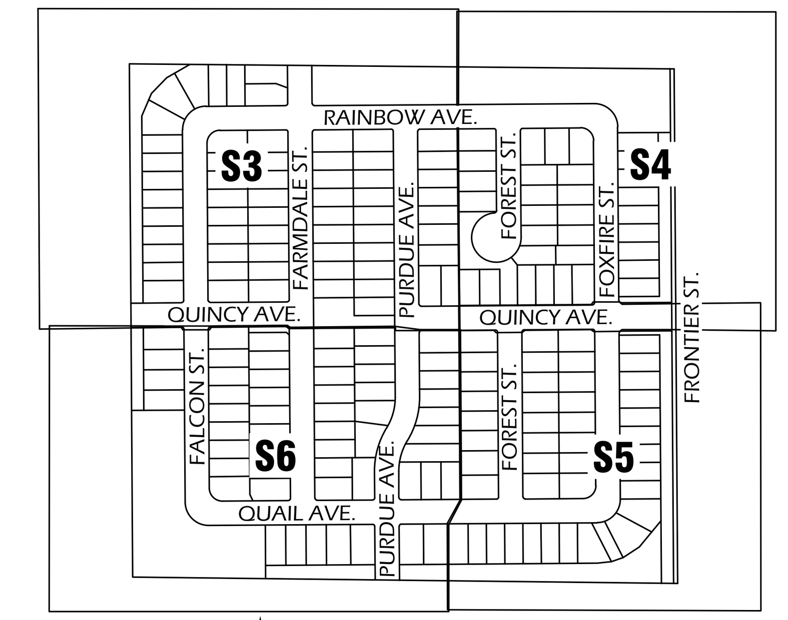
LJA SURVEYING
7800 E. Union Avenue
Suite 575
Denver, CO 80237
303-390-8510
www.lja.com

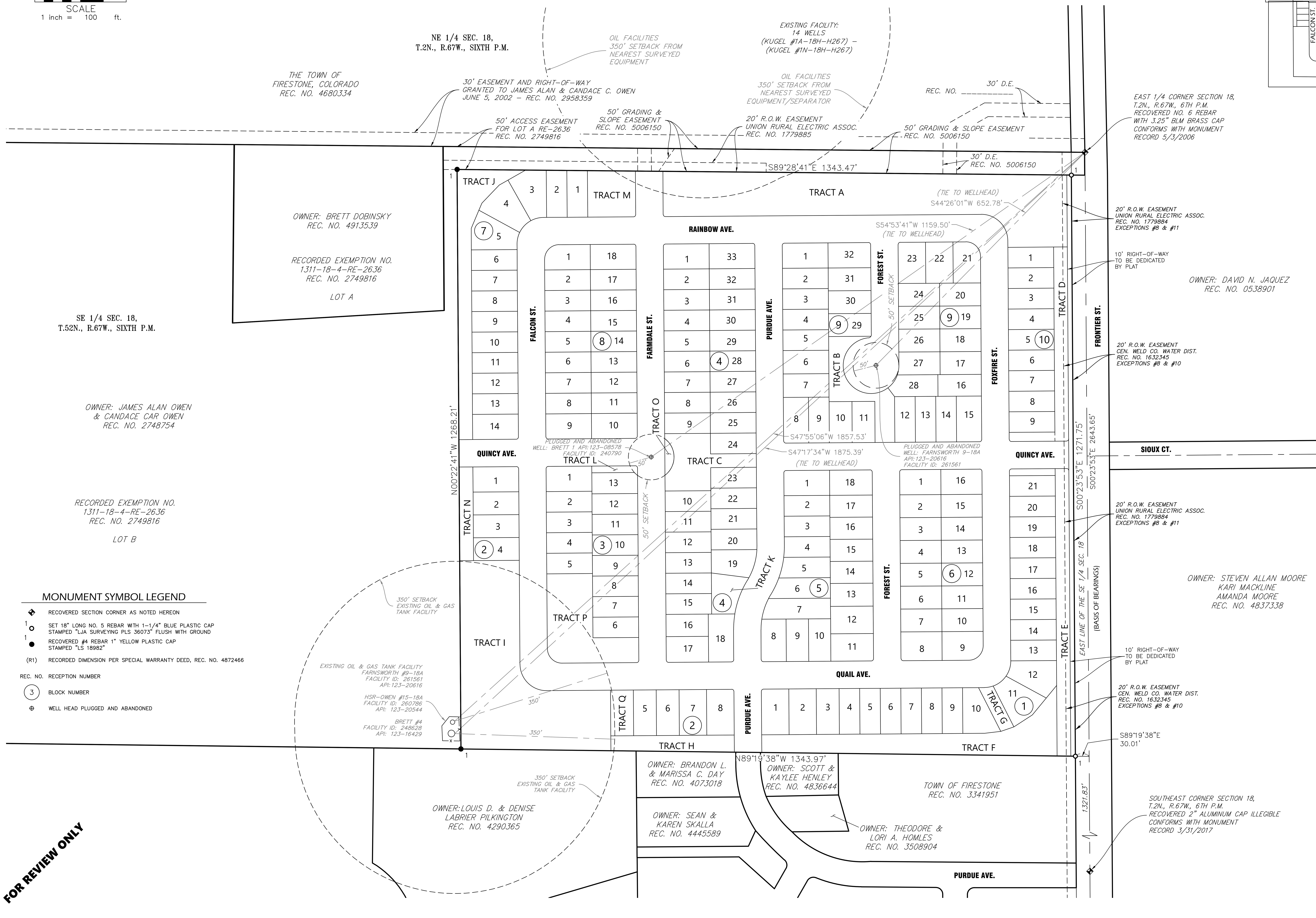
Date:	Job No.:	Sheet:
2/14/2025	1025-0012	1 of 6

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 182 LOTS / 17 TRACTS - FP-24-019

100 0 50 100
SCALE
1 inch = 100 ft.





MONUMENT SYMBOL LEGEND

- RECOVERED SECTION CORNER AS NOTED HEREON
- 1 SET 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND
- 1 RECOVERED #4 REBAR 1" YELLOW PLASTIC CAP STAMPED "LS 18982"
- (R1) RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 4872466
- REC. NO. RECEPTION NUMBER
- 3 BLOCK NUMBER
- WELL HEAD PLUGGED AND ABANDONED

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FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	8/20/2024
REVISION DATE	10/28/2024
REVISION DATE	1/10/2025
OVERALL DETAIL - SHEET 2 OF 6	

LJA SURVEYING
7800 E Union Avenue Suite 575 Denver, CO 80237 303-390-8510 www.lja.com

Date:	Job No.:	Sheet:
2/14/2025	1025-0012	2 of 6

FRONTIER ESTATES FILING NO. 2

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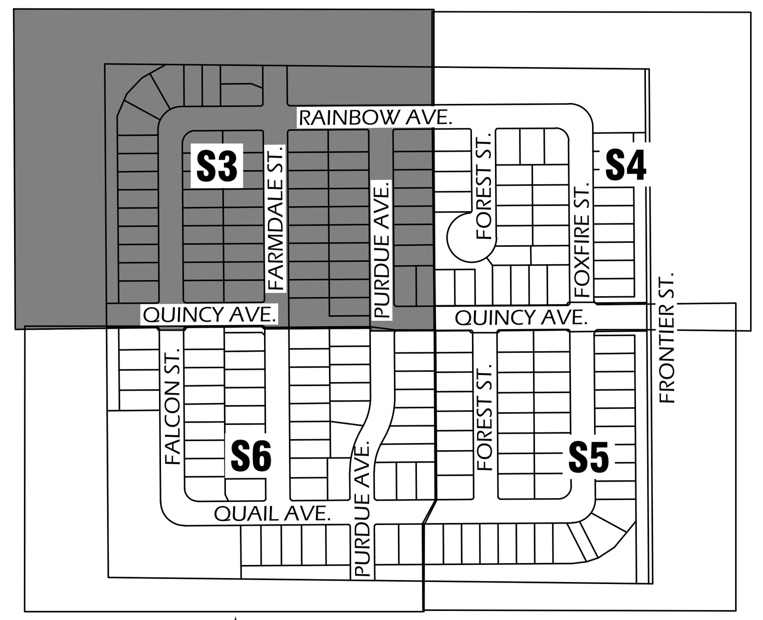
39.170 ACRES - 182 LOTS / 17 TRACTS - FP-24-019



KEY MAP
N.T.S.

SCALE 1 inch = 40 ft.

LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER

MONUMENT SYMBOL LEGEND

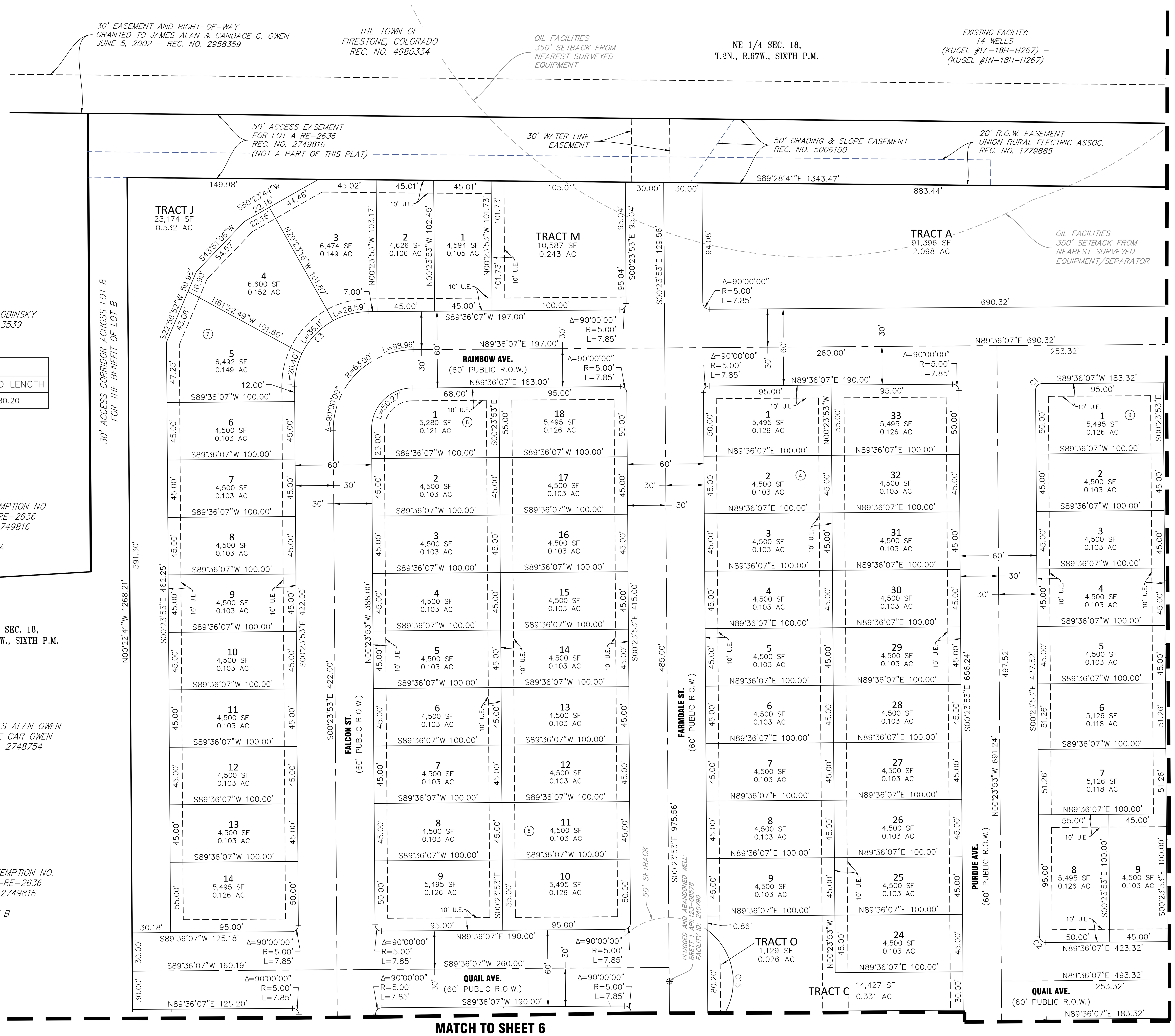
- ⊕ WELL HEAD PLUGGED AND ABANDONED

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C15	93.06'	50.00'	106°38'39"	N00° 23' 53"W	80.20

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	5.00'	7.85'
C2	90°00'00"	5.00'	7.85'
C3	90°00'00"	58.00'	91.11'



FOR REVIEW ONLY

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	8/20/2024
REVISION DATE	10/28/2024
REVISION DATE	1/10/2025
DETAIL PAGE - SHEET 3 OF 6	

LJA SURVEYING
7800 E. Union Avenue, Suite 575, Denver, CO 80237, 303-390-5810, www.lja.com

Date:	Job No.:	Sheet:
2/14/2025	1025-0012	3 of 6

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FRONTIER ESTATES FILING NO. 2

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39.170 ACRES - 182 LOTS / 17 TRACTS - FP-24-019

KEY MAP
N.T.S.

SCALE
40 0 20 40
1 inch = 40 ft.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C4	90°00'00"	5.00'	7.85'
C5	84°56'16"	7.00'	10.38'
C13	90°00'00"	5.00'	7.85'

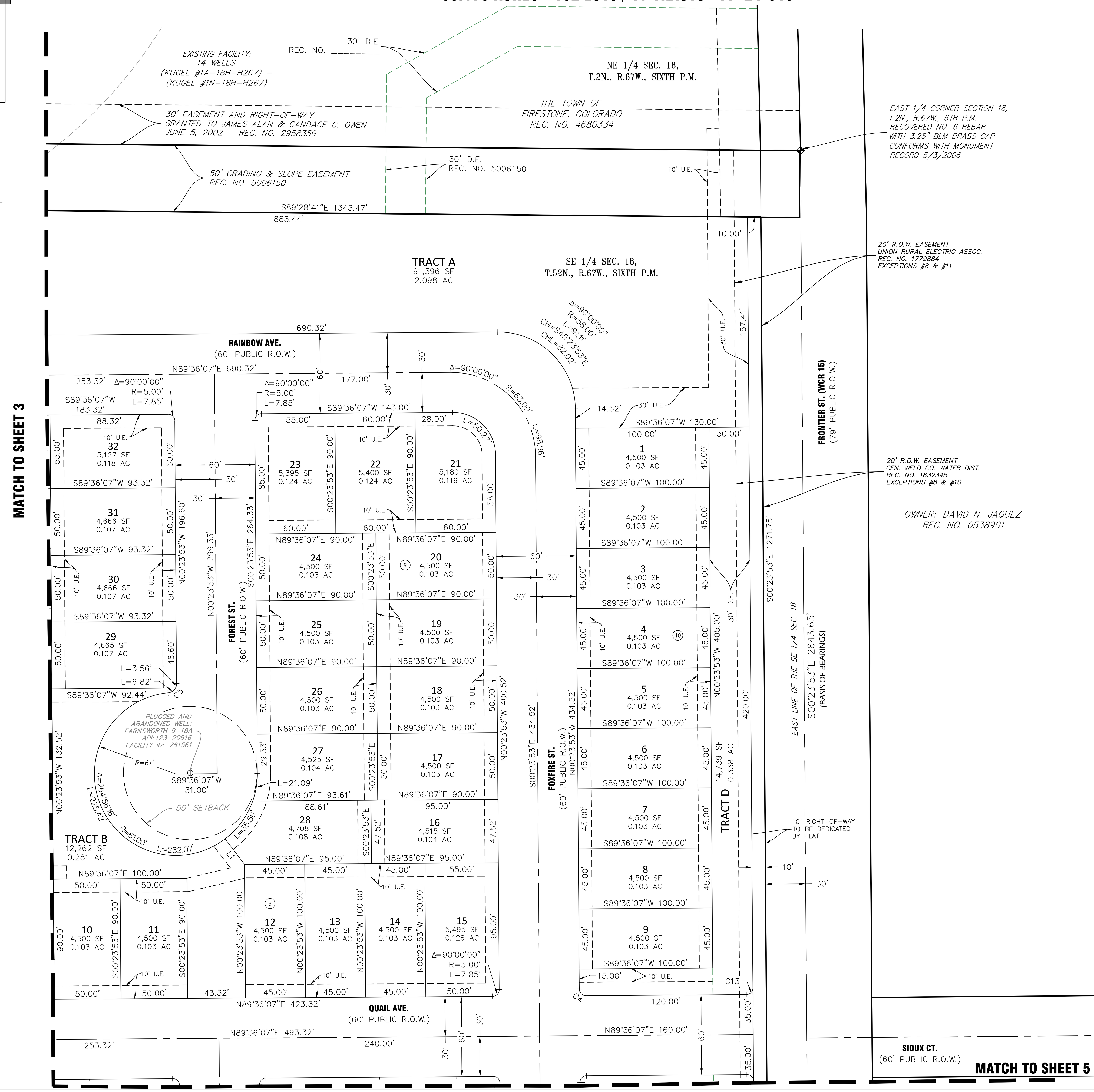
LINE TABLE		
LINE	BEARING	LENGTH
L1	N37°11'25"W	24.15'

LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER

MONUMENT SYMBOL LEGEND

- ⊕ WELL HEAD PLUGGED AND ABANDONED



FOR REVIEW ONLY

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	8/20/2024
REVISION DATE	10/28/2024
REVISION DATE	1/10/2025

DETAIL PAGE - SHEET 4 OF 6

LJA SURVEYING
7800 E Union Avenue
Suite 575
Denver, CO 80237
303-390-5810
www.lja.com

Date: 2/14/2025 Job No.: 1025-0012 Sheet: 4 of 6

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1, LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

39.170 ACRES - 182 LOTS / 17 TRACTS - FP-24-019

KEY MAP
N.T.S.

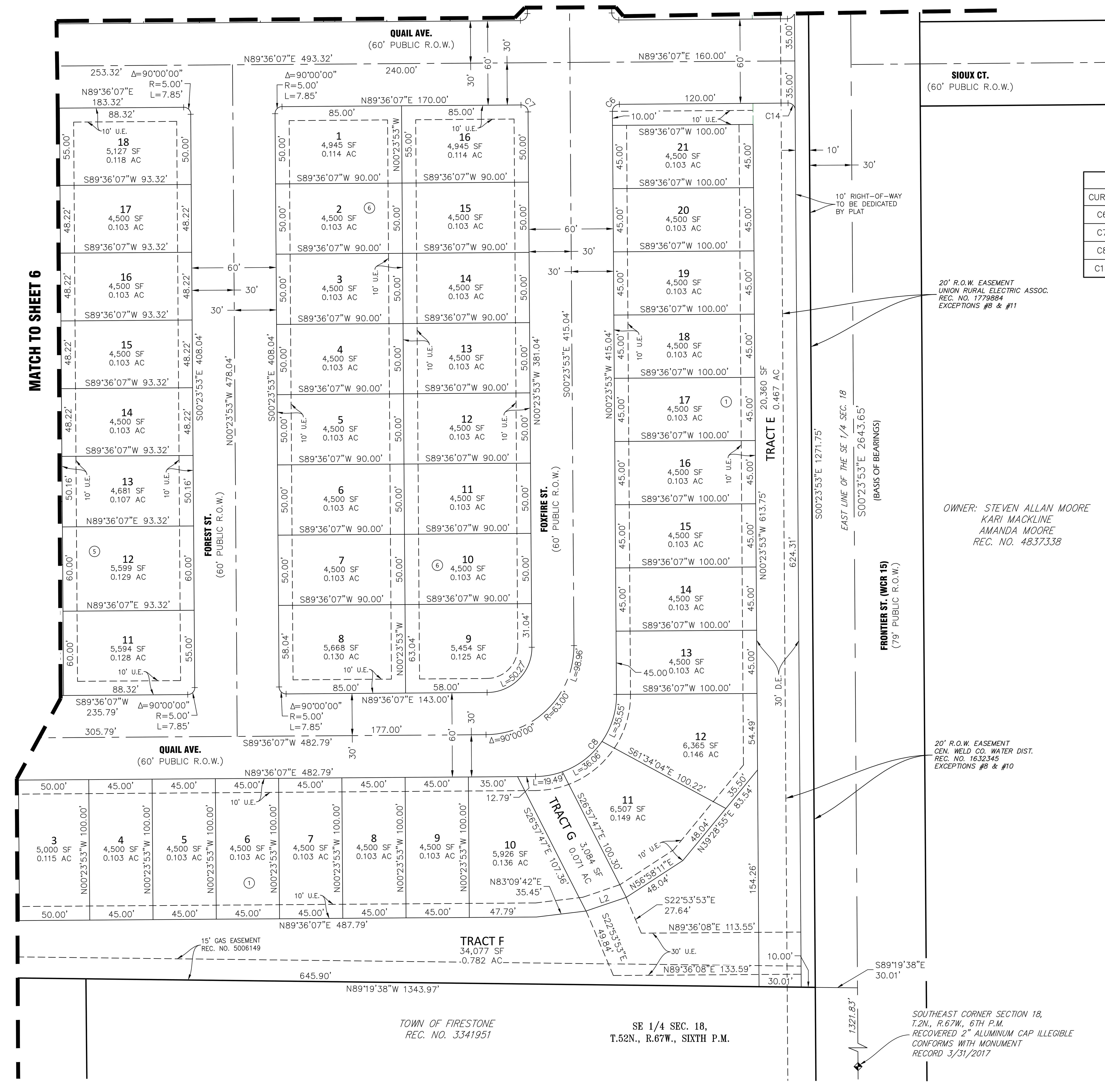
SCALE 1 inch = 40 ft.

LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER

MATCH TO SHEET 4

MATCH TO SHEET 6



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	90°00'00"	5.00'	7.85'
C7	90°00'00"	5.00'	7.85'
C8	90°00'00"	58.00'	91.11'
C14	90°00'00"	5.00'	7.85'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N71°13'03"E	30.31'

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	8/20/2024
REVISION DATE	10/28/2024
REVISION DATE	1/10/2025

DETAIL PAGE - SHEET 5 OF 6

LJA SURVEYING
7800 E Union Avenue Suite 575 Denver, CO 80237 303-390-8510 www.lja.com

Date:	Job No.	Sheet:
2/14/2025	1025-0012	5 of 6

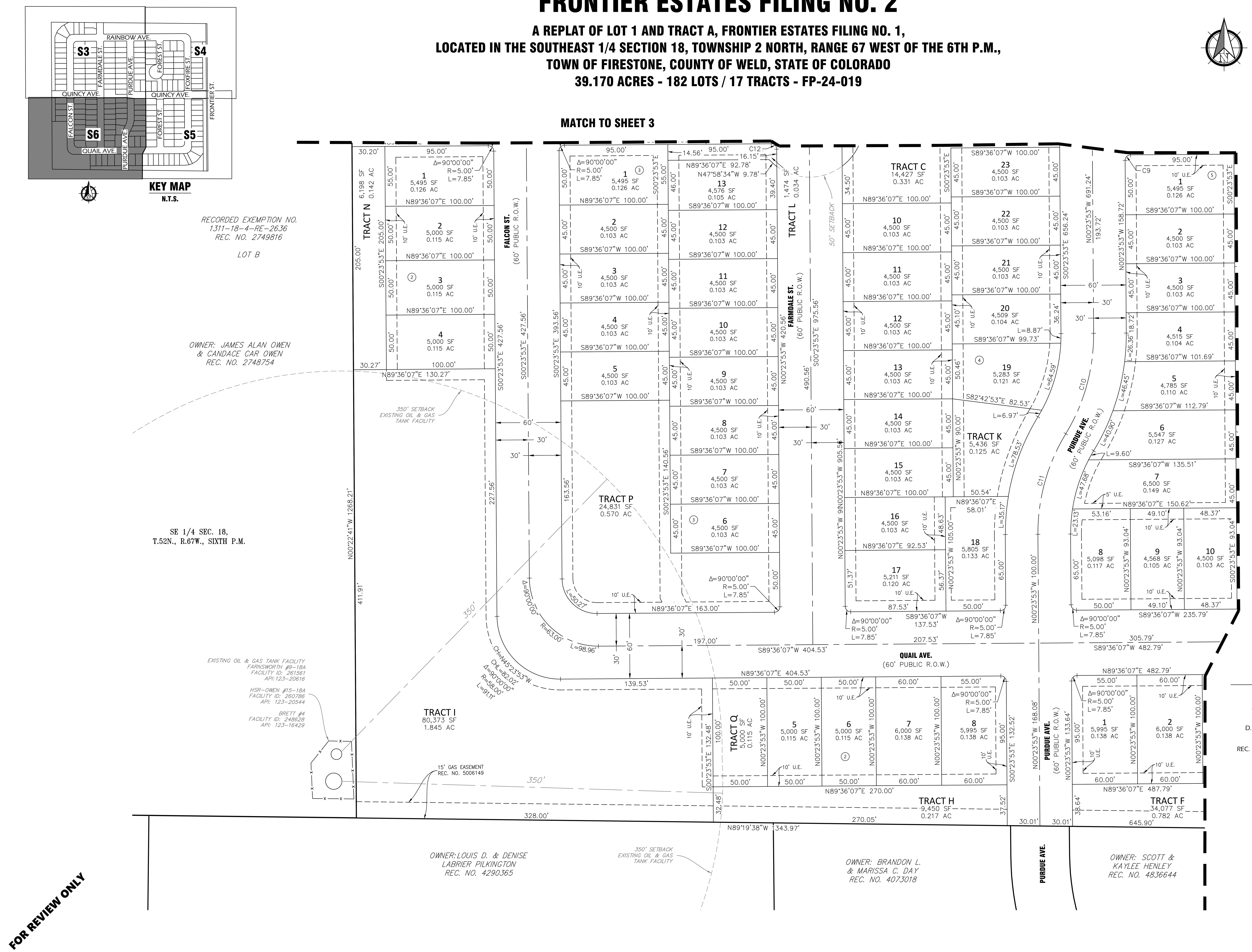
FOR REVIEW ONLY

I:\JOB FOLDERS\1025 – MERITAGE\1025–0012\SURVEY\06 CAD\PRODUCTION FILES\F2\1025–0012_FRONTIER ESTATES F2 – DETAILS PRINTED ON: 2/12/2025 4:12 PM

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 182 LOTS / 17 TRACTS - FP-24-019

SCALE
1 inch = 40 ft.



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C9	90°00'00"	5.00'	7.85'
C10	31°46'40"	175.00'	97.06'
C11	31°46'40"	175.00'	97.06'
C12	90°00'00"	5.00'	7.85'

LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
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- REC. NO. = RECEPTION NUMBER

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	8/20/2024
REVISION DATE	10/28/2024
REVISION DATE	1/10/2025
DETAIL PAGE - SHEET 6 OF 6	

LJA SURVEYING
7800 E Union Avenue
Suite 575
Denver, CO 80237
303-390-5610
www.lja.com

Date:	Job No.	Sheet:
2/14/2025	1025-0012	6 of 6

FRONTIER ESTATES FILING 2
SUBDIVISION AGREEMENT

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

WHEREAS, Owner has submitted a Final Plat for Frontier Estates Filing 2 ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

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

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

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

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

I. TOWN ADMINISTRATIVE OFFICIAL

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

II. DEVELOPMENT OBLIGATION AND COORDINATION

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

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

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

A. Construction Standards

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

B. Engineering and Consulting Services

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

C. Plan Submission and Acceptance

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

D. Public Improvement Permits (“PIP”)

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

E. Licensing of Contractors and/or Subcontractors

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

F. Testing and Inspection

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

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

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

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

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

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

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.

3. Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.

4. Air Quality Permit.

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

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

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

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

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

L. Water Improvements

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

M. Wastewater Improvements

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

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Firestone.

4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.

5. Owner shall be responsible for obtaining a Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.

6. All drainage improvements not located on Town owned property shall be

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

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

O. Landscape Improvements

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

P. Utility Coordination and Installation

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

Q. Underdrains

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

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

R. Maintenance Definition

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

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

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

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

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

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

B. Maintenance of Improvements

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

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

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

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

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

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

B. Improvement Guarantee

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

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."

b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."

c) Upon Initial Acceptance of Common Facilities: 0%.

d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."

3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

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

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

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

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

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

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

a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.

b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

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

Development.

ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.

iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.

iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.

c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

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

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

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

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

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

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

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

B. Operation of Construction Equipment

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

IX. SPECIAL PROVISIONS

A. Transportation

Owner shall construct the Frontier Street improvements, including improvements to the Purdue Street intersection, as shown in the accepted Construction Plans.

B. Phasing Map ("Exhibit D")

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

C. Parks and Open Space Dedication Requirements

1. *Pocket Park.* Owner has satisfied the Pocket Park standard characteristics on Tract C, as shown on the accepted construction plans.
2. *Neighborhood Park*. Owner shall satisfy the neighborhood park land dedication requirement of 1.845 acres for the Development ("Neighborhood Park Land Dedication") through the dedication to the Metro District of Tract I as shown on the Frontier Estates Filing No. 2 Final Plat via a separate written instrument.
    a. Owner shall convey fee simple title to Tract I via a good and sufficient special warranty deed upon the earlier of: (a) the Town's issuance of the ninetieth building permit for the Development; or (2) at such time as the then-current owner/operator of the oil and gas wells and tank facilities as shown on the Frontier Estates Filing No. 2 Final Plat formally plugs and abandons those well sites and associated production facilities.
    b. However, in the event that such well sites and associated production facilities have not been formally plugged and abandoned when the Town issues the ninetieth building permit for the Development, then Owner shall not be required to convey Tract I to the Metro District; instead, Owner shall satisfy the Neighborhood Park Land Dedication at such time through payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C ("Neighborhood Park Land Value Fee-in-Lieu"). Owner shall pay the Neighborhood Park Land Value Fee-in-Lieu prior to issuance of the 91st building permit for the Development.
3. *Community Park*. Owner shall satisfy the community park land dedication requirement for the Development through payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C ("Community Park Land Value Fee-in-Lieu"). Owner shall pay the Community Park Land Value Fee-in-Lieu prior to recordation of the Final Plat.
4. *Open Space*. The Open Space requirement has been satisfied through a) the dedication of Tracts F, H, J, & N via the Frontier Estates Filing No. 2 Final Plat; and b) through payment of a cash fee-in-lieu of open space dedication, in accordance with Section 16.7.3.C.6 of Title 16 of the Code, and in the amount

set forth in Exhibit C ("Open Space Fee-in-Lieu"). Owner shall pay the Open Space Fee-in-Lieu prior to recordation of the Final Plat.

D. Installation of Parks, Landscaping and Trails

1. Owner shall design and construct Park, Landscape, Trail Improvements on Tracts A through O as shown on the accepted construction plans, except that Owner's obligation to design and construct Neighborhood Park Improvements on Tract I shall be governed by Section IX.D.2, below. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts A through O.
2. Neighborhood Park. Subject to Section IX.C.2.b, Owner shall design, construct, and obtain an award of Initial Acceptance for the Neighborhood Park on Tract I as shown on the Frontier Estates Filing No. 2 Final Plat no later than the date the Town issues the one hundred sixtieth (160th) building permit for the Development.
    a. Plan Submission and Acceptance. Owner shall furnish to the Town the required plan review fees and complete construction drawings/documents, plans and specifications for the Neighborhood Park, and an engineer's cost estimate or certified Public Improvement Schedule (collectively, the "Neighborhood Park Plans") by no later than the date the Town issues the ninetieth building permit for the Development. The Town shall issue its written acceptance or rejection of the Neighborhood Park Plans as expeditiously as reasonably possible. Acceptance or rejection shall be based upon the standards and criteria for Neighborhood Parks as established by the Town, and the Town shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and the Neighborhood Park Plans shall be resubmitted to and accepted by the Town prior to construction.
    b. In the event that Owner satisfies the Neighborhood Park Land Dedication through payment of Neighborhood Park Land Value Fee-in-Lieu in accordance with Section IX.C.2.b, then Owner shall not be required to construct and obtain an award of Initial Acceptance for the Neighborhood Park; instead, Owner shall satisfy such obligation through payment of a cash fee-in-lieu ("Neighborhood Park Construction Fee"), in accordance with Section 16.6.3.B.8 of Title 16 of the Code and in the amount set forth in Exhibit C. Owner shall pay the Neighborhood Park Construction Fee prior to issuance of the 91st building permit for the Development.

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

Tracts A through O shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

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

G. Fencing and Screening

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

H. Utilities

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

I. Water

Owner shall construct all water improvements as shown in the accepted Construction Plans.

J. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District ("Exhibit F") shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.

2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

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

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

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

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

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

F. Binding Effect of Agreement
This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations

hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

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

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:	Owner:
Town of Firestone Town Manager 9950 Park Avenue Firestone, CO 80504	{Owner Name} {Onwer's Contact Name & Title} {Owner's Address} {Owner's City, State Zip Code}
William P. Hayashi Hayashi & Macsalka, LLC 9035 Wadsworth Pkwy. Westminster, CO 80021	{Owner's Attorney Name} {Onwer's Attorney's Firm} {Firm's Address} {Firm's City, State Zip Code}

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

J. Force Majeure

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

K. Approvals

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

L. Previous Agreements

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

M. Title and Authority

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

N. Severability

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

O. Legal Fees; Venue

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

P. Agreement Status After Final Acceptance

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

Q. Enforceability

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: ___________________________________
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By:______________________________
{Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____________)
) ss.
COUNTY OF ___________)

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

Witness my hand and official seal.

My commission expires: _________________________

(SEAL) ____
Notary Public

EXHIBITS LIST

EXHIBIT A – FRONTIER ESTATES FILING 2 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

<u>EXHIBIT A</u>

Frontier Estates Filing 2 Final Plat

EXHIBIT B

Public Improvement Schedule

<u>EXHIBIT C</u>

Public Improvement Reimbursement and Fee-in-Lieu Schedule

Fee In Lieu due to Firestone prior to plat recording:

1. <u>Community Park:</u>
   Land Value Fee-in-lieu: $514,486.56

2. <u>Open Space:</u>
   Land Value Fee-in-lieu: $1,157,452.52

Deferred Fee In Lieu due to Firestone if required by Sections IX.C.2.b & IX.D.2.b:

1. <u>Neighborhood Park:</u>
   <u>Land Value Fee-in-lieu: $308,691.94</u>
   <u>Park Construction Fee: $766,080.00</u>

<u>EXHIBIT D</u>

Phasing Plan

Subdivision shall be constructed as a single phase.

EXHIBIT E

Landscape Maintenance Map

EXHIBIT F

Metropolitan District Disclosure

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

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

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

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of $500,000.

PROPERTY WITHIN DISTRICT

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

PROPERTY WITHOUT DISTRICT

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

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

____
Purchaser

____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by __________________________________.

WITNESS my hand and official seal.

My commission expires:______________________________

____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by __________________________________.

WITNESS my hand and official seal.

My commission expires:______________________________

____
Notary Public

<u>EXHIBIT G</u>

<u>OIL AND GAS DISCLOSURE</u>

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

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

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

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

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

____
Purchaser

____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____________, 20___, by ___________________________________.

Witness my hand and official seal.

My Commission expires _________________________.

____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____________, 20___, by ___________________________________.

Witness my hand and official seal.

My Commission expires _________________________.

____
Notary Public

RESOLUTION NO. 25-24

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 FRONTIER ESTATES FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

WHEREAS, Meritage Homes (the "Applicant") on behalf of Melissa Leyba, Michael Farnsworth, and Kip Farnsworth. (the "Owner") of certain real property located within the Town of Firestone, Colorado, legally described as Lot 1 and Tract A, Frontier Estates Final Plat Filing No. 1, Town of Firestone, County of Weld, State of Colorado (the "Property"), has submitted a proposed final plat for the Property, entitled "Frontier Estates Filing No. 2" (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. 24-47 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 Frontier Estates Filing No. 2 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 Frontier Estates Filing No. 2, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

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

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

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

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

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

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

(g) 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.

(h) Prior to recordation of the Final Plat, all existing residential improvements must be demolished and removed from the property

(i) Prior to recordation of the Final Plat, the removal of the oil and gas pipelines that were on the property shall be verified as required by Section 16.6.14.D.4 of the Firestone Development Code

Section 3. The Frontier Estates Filing No. 2 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 Frontier Estates Filing No. 2 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The 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 Frontier Estates Filing No. 2 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of __________________, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

<u>EXHIBIT A</u>
Frontier Estates Filing No. 2
Final Plat

<u>EXHIBIT B</u>
Frontier Estates Filing No. 2
Subdivision Development Agreement

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.d **Consent Agenda** **Meeting Date:** February 26, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM

Resolution 25-25: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY HELP CENTER.

RECOMMENDATION

Approval of Resolution 25-25 authorizing execution of said Agreement

APPROVAL/DENIAL OPTIONS

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

SUMMARY

This Lease Agreement is between the Town and the Carbon Valley Help Center (CVHC) to continue the lease of 150 Buchanan Avenue, allowing CVHC to continue offering assistance to residents of the Carbon Valley through food assistance, financial assistance for rent and utilities, and referral assistance for aid programs.

CVHC will lease the building for $1.00 a year, which shall automatically renew for one-year terms unless terminated by either party.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The original Facility Use License Agreement with the CVHC was approved by the Board on September 12, 2012, by Resolution 12-24. The agreement was most recently amended by Resolution 18-52, on December 12, 2018.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Encourage Community Governance with Civic Partnerships

ATTACHMENTS

1. Carbon Valley Help Center Resolution
2. CVHC Lease Agreement - 150 Buchanan Ave

RESOLUTION NO. 25-25

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY HELP CENTER

WHEREAS, the Carbon Valley Help Center ("CVHC") is a non-profit organization which assists residents of the Carbon Valley toward self-sufficiency by offering food assistance, financial assistance for rent and utilities and referral assistance for aid programs; and

WHEREAS, the Town of Firestone ("Town") has for nominal consideration leased property owned by it located at 150 Buchanan Avenue, Firestone Colorado to CVHC from which it can provide its community services; and

WHEREAS, as the lease has expired the parties desire to renew the lease.

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

The Lease Agreement between the Town of Firestone and the Carbon Valley Help Center is approved in substantially the same for 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 26^{th} day of February 2025 .

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr. Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

LEASE AGREEMENT

by and between

THE TOWN OF FIRESTONE
a Colorado Statutory Town
(Landlord)

and

CARBON VALLEY HELP CENTER
a Non-profit organization
(Tenant)

<u>FACILITY USE LEASE AGREEMENT</u>

This Lease Agreement ("**<u>Lease</u>**") is entered into as of January 1 2025 (**"<u>Effective Date</u>"),** between the **TOWN OF FIRESTONE**, a Colorado statutory municipality ("**<u>Landlord</u>**"), and **CARBON VALLEY HELP CENTER**, a Colorado nonprofit corporation ("**<u>Tenant</u>**").

ARTICLE 1: <u>LEASE OF PROPERTY</u>

Section 1.1 **<u>Premises Leased.</u>** Landlord, in consideration of the rents, covenants, agreements, and conditions herein set forth, which Tenant hereby agrees shall be paid, kept, and performed, does hereby lease unto Tenant. Tenant does hereby lease from Landlord the real Property described on **<u>Exhibit "A"</u>** (the "**<u>Land</u>**") attached hereto and incorporated herein, together with all of Landlord's rights, interests, estates, and appurtenances thereto.

ARTICLE 2: <u>TERM OF LEASE</u>

Section 2.1 **<u>Original Term</u>**. The "Original Term" of this Lease shall be defined as the period commencing on the Commencement Date as defined in Section 3.1 and ending at midnight on the day of December 31, 2025. The lease shall automatically renew for one-year terms "Lease Year" unless terminated by either party as provided herein. "Lease Year" means each successive period of twelve (12) consecutive calendar months during the term of the Lease, commencing January 1st of each year during the term hereof, and ending at midnight on December 31 of each year of the term hereof.

Section 2.2 **<u>Extension</u>**. On or before sixty days (60) days prior to the end of any term, Tenant may deliver written notice to Landlord of its desire to extend the tterm of the Lease for an additional Lease Year.an If Tenant delivers such notice, Tenant and Landlord shall, as soon as is reasonably possible, coordinate and cooperate with one another to develop a mutually agreeable written amendment to the Lease.

ARTICLE 3 : <u>COMMENCEMENT DATE AND TERMINATION</u>

Section 3.1 **<u>Commencement Date</u>**. The "Commencement Date" of this Lease shall be February 1, 2025.

Section 3.2 **<u>Termination</u>**. During the Original Term, or any extension thereof each party shall have the right to terminate the Lease as set forth in Article 15.

ARTICLE 4: <u>RENTAL PAYMENTS/ADDITIONAL CONSIDERATION</u>

Section 4.1 **<u>Rent</u>**. Tenant shall pay to Landlord, at Landlord's address, lease payments of $1.00 for the First Partial Lease Year and $1.00 for each successive Lease Year. Except for the First Partial Lease Year where payment shall be made upon the parties' execution of the Lease Agreement, each annual installment shall be due and payable in January of each Lease Year during the Original Term of this Lease.

Section 4.2 **<u>Additional Consideration</u>**. As additional consideration for Landlord entering into this Lease, Tenant agrees: (i) that all Improvements constructed by Tenant and permanently affixed to the premises shall become the Property of Landlord as provided in Section 7.5.

ARTICLE 5 : <u>IMPOSITIONS; UTILITIES; ABSOLUTE NET LEASE</u>

Section 5.1 **<u>Tenant's Obligation</u>**. The parties acknowledge their intent that the Premises are to be exempt from ad valorem property taxes pursuant to Article X, Section 4, Public property exempt of the Colorado Constitution by virtue of Landlord's ownership of the Leased Premises. Landlord and Tenant agree to cooperate with each other and use reasonable good faith efforts to obtain the necessary exemptions and waivers of such taxes and fees, including executing any necessary documents. Notwithstanding the foregoing, Tenant will pay as and when the same shall become due all Impositions (as defined below). Where any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when such installments become due. Tenant shall, if so requested, deliver to Landlord evidence of due payment of all Impositions Tenant is obligated to pay hereunder.

Section 5.2 **<u>Impositions Defined</u>**. The term "**<u>Impositions</u>**" means all assessments, water and sewer charges, payment of any additional "tap" or connection fees for the installation and connection of any water or sanitary sewer service to the Premises, rates and rents, charges for public utilities, excises, levies, license and permit fees, including demolition, excavation, or building permit fees which shall or may during the Original Term be assessed, levied, charged, confirmed or imposed by any public authority upon or accrued to (a) the Premises or any part thereof; (b) the buildings or Improvements now or hereafter comprising a part thereof; (c) the appurtenances thereto or the sidewalks, parking lots, or street adjacent thereto; (d) such franchises, licenses, and permits as may be pertinent to the use of the Premises.

Section 5.3 **<u>Contest of Imposition</u>**. Tenant may, at its sole cost and expense, contest the validity or amount of any Imposition for which it is responsible. So long as Tenant diligently pursues the contest, the payment of the Imposition being contested may be deferred, as permitted by law, during the pendency of such contest. Nothing herein contained, however, shall be construed to allow any Imposition to remain unpaid for such length of time as would incur any penalty that is not paid by Tenant by any Governmental Authority for the nonpayment of same.

Section 5.4 **<u>Evidence Concerning Impositions</u>**. The certificate, advice, bill, or statement issued or given by the appropriate officials authorized by law to issue the same or to receive payment of any Imposition of the existence, nonpayment, or amount of such Imposition shall be prima facie evidence for all purposes of the existence, nonpayment, or amount of such Imposition.

Section 5.5 **<u>Utilities</u>**. Except as provided herein, Tenant shall pay all charges for gas, electricity, telephone and other communication services, and all other utilities and similar services rendered or supplied to the Premises, or other similar charges levied or charged against, or in connection with, the Premises. The Town shall pay for water, sanitary sewer, and trash service. Landlord has no obligation to provide Tenant or the Premises any service except as expressly set forth in this Lease. Landlord does not represent or warranty that any utility or other service provided by Landlord shall be adequate for Tenant's particular purposes or use of the Premises or shall be free from interruption or reduction.

Section 5.6. **<u>Absolute Net Lease</u>**. Except as otherwise provided herein, this Lease shall be an absolute net lease, and throughout the Term, all payments and other obligations or liabilities of any kind regarding the Land or the Improvements shall be solely the responsibility of Tenant, and not the responsibility of Landlord.

ARTICLE 6 : <u>IMPROVEMENTS</u>

Section 6.1 **Existing Improvements**. As of the date of execution of this Lease, Tenant has inspected the physical condition of the Premises and receives the Premises "as is, with all faults". Landlord makes no representations or warranties with respect to the condition of the Premises or its fitness or availability for any particular use, and Landlord shall not be liable to Tenant for any latent or patent defect on the Premises. Landlord owns all the Improvements existing on the Premises as of the date of the Lease. No existing Improvements may be removed or altered by the Tenant without first having obtained approval of the Plans and all necessary building permits, as well as the Landlord's prior written consent.

Section 6.2 **Construction of New Improvements**. Tenant shall not construct any new improvements on the Land or to the Premises without obtaining all necessary building permits, as well as the Landlord's prior written consent. Tenant shall, at its sole cost, construct all new improvements on the Land or to the Premises solely for the Permitted Use. Any new improvements constructed by Tenant on the Land shall be constructed in accordance with approved Plans and the Construction Standards. "**Improvements**" means any buildings, structures, signage, or other improvements constructed or installed by Tenant at any time upon the Land for Tenant's operation of the leased Premises.. Landlord shall cooperate with Tenant in all permitting applications and other matters as necessary to enable Tenant to construct Improvements (and execute necessary documentation therefor as determined in Tenant's reasonable, good faith discretion), including, without limitation, the following: (i) amending any current deed restriction affecting the Land which would impede the development of the Improvements contemplated hereby; (ii) removing any existing encumbrances (iii) delivering the Land free of any leases or parties in possession as of the Effective Date of this Lease. Notwithstanding Landlord's foregoing covenant of cooperation, Landlord shall not be required to incur, participate or share in application or permitting fees and expenses, or third-party consulting fees and expenses.

Section 6.3 **Alterations**.

(a) At any time during the term of the Lease, Tenant may perform such alteration, renovation, repair, refurbishment, and other work with regard to any Improvements as Tenant may elect, in compliance with the approved Plans, applicable Laws, and the Construction Standards (each as hereinafter defined).

(b) No construction, alteration, remodeling or work shall be undertaken on the Premises, which would result in the permanent removal or loss of the Improvement's exterior facades' form or features without the express written permission of the Landlord.

(c) Except as allowed by the approved Plans, Tenant shall make no additions to the Premises or Improvements.

Section 6.4 **Construction Standards**.

(a) Any Improvements shall be constructed, and any and all alteration, renovation, repair, refurbishment, or other work on the Premises shall be performed, in accordance with the Plans, Scope of Authorized Work and the following "**Construction Standards**":

(1) All work shall be done in a workmanlike manner, in full compliance with all applicable Laws of all Governmental Authorities having jurisdiction;

(2) No work shall be commenced without valid licenses, permits, and authorizations required by all Governmental Authorities having jurisdiction; and

(3) Tenant shall maintain the insurance coverage required in Article 9 with respect to the type of work being performed.

Section 6.5 **Ownership of Improvements**. As consideration for the nominal lease rate provided in this Lease, Tenant agrees that all Improvements on the Land or to the Premises shall be solely the Property of Landlord.

ARTICLE 7: LIENS; TENANT'S FINANCING

Section 7.1 **Liens Not Permitted**. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises or the Land for any claim for labor or for material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in the construction, erection or operation of any such Improvements. Tenant shall keep the Land and Improvements free of mechanic's liens; provided that, if any such lien is filed against the Land and Tenant does not cure or bond around such lien within ninety (90) days of written notice of same, Landlord shall have the right, but not the obligation, to cure such lien and invoice Tenant for the costs to cure plus interest at the statutory rate. Should Tenant fail to pay such invoice from Landlord within thirty (30) days of receipt thereof, Tenant's failure to pay shall constitute a Tenant Default pursuant to Article 14.

ARTICLE 8: USE, MAINTENANCE AND REPAIRS, AND MANAGEMENT

Section 8.1 **Permitted Use**.

(a) Subject to the terms and provisions hereof, Tenant shall use and enjoy the Premises to construct and operate The Carbon Valley Help Center (the "**Permitted Use**") which use is for the sole purpose of the operation of a community help center providing short-term food assistance, human service assistance and referrals for area residents in compliance with the locations approved Final Development Plan ("FDP"), including the hours of operation set forth in the FDP. Additionally such use shall be in full compliance with any and all present or future federal, state or local laws, statutes, ordinances, rules, requirements, regulations or orders of any and all governmental or quasi-governmental authorities having jurisdiction ("**Laws**") applicable to Tenant's use or occupancy of the Premises or the conduct of its business in the Premises, including, but not limited to, workmen's compensation laws and the Occupational Safety and Health Act of 1970 and all Laws issued thereunder. Tenant will not do, or permit to be done, anything on the Premises which is contrary to any legal or insurable requirement or which constitutes a nuisance.

Section 8.2 **Maintenance and Repairs**.

(a) Tenant shall at all times maintain the structural integrity of the improvements in good repair.

(b) Tenant shall maintain the exterior façade of the Premises so as to retain the façade's existing form and features (measured as of the date of the parties' execution of this Lease and Tenants use of Premises).

(c) Tenant shall make, at Tenant's sole expense, all necessary structural repairs to the exterior walls, structural columns, structural roof and structural floors that enclose the Improvements located on the Premises, provided that Tenant gives Landlord notice of the necessity for such repairs.

(d) Tenant agrees to maintain the Land and Improvements throughout the Term of this Lease, at Tenant's own expense, in good working order, in a clean and safe manner. Such maintenance shall include all repairs necessary to maintain the Land and Improvements in a clean and safe manner in which it was constructed, including interior and exterior and structural and non-structural repairs.

(e) Throughout the Term of this Lease, Tenant shall, at its own expense, provide all janitorial and landscaping, and other services required for the proper maintenance of the Land and Improvements.

(f) Should Tenant fail to perform the maintenance required herein after thirty (30) days written notice from Landlord, Landlord may, but has no obligation to, perform such maintenance and invoice Tenant for the costs of such maintenance, plus interest at the statutory rate. Tenant shall pay such invoice in full within thirty (60) days of receipt thereof, and Tenant's failure to do so shall constitute a Tenant Default under Article 15.

(g) At the expiration or earlier termination of this Lease, including any renewal thereof, Tenant shall surrender the Premises to Landlord in as good a condition as of the date of execution of this Lease, ordinary wear and tear, casualty and condemnation excepted.

ARTICLE 9: <u>INSURANCE AND INDEMNITY</u>

Section 9.1 **<u>Tenant's Insurance</u>**. Tenant shall maintain at times during the Term of this Lease with respect to the Land and the Improvements, the following insurance coverages, and certificates of such insurance shall be furnished to Landlord prior to the commencement of this Lease and at each subsequent policy renewal date:

(a) Commercial general liability insurance, including contractual liability, with limits of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage, naming Landlord as an additional insured or loss payee.

(b) Fire and extended coverage insurance covering the Premises for injury or damage by the elements, or through any other cause, and all alterations, extensions, and improvements thereto and on the Premises and replacements thereof, including all appurtenances, whether on the Premises or extending beyond the boundaries thereof, against loss or damage by fire and the risks contemplated within the extended and malicious mischief (as such endorsements may customarily be written in Colorado), in an amount not less than the full actual replacement cost of the Premises, common areas, and appurtenances, and sufficient to prevent Landlord or Tenant from becoming a co-insurer of any partial loss.

(c) Workers' compensation insurance covering all employees, in the amounts required by law.

(d) During the course of any construction or repair of Improvements, "Builders Risk Insurance."

Section 9.2 **<u>Tenant's Indemnity</u>**. Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all third-party claims resulting from or arising out of: (i) a breach by Tenant or any of its agents, contractors, employees or licensees of any covenant or obligation to be performed or observed by Tenant under this Lease; (ii) Tenant's use or occupancy of the Premises; or (iii) the negligence, misconduct or failure to act of Tenant or any of its agents, contractors, employees or licensees. Tenant further agrees to indemnify, defend and hold harmless Landlord from and against all direct and actual costs, damages, expenses, losses, fines, liabilities and reasonable attorney fees paid, suffered or incurred as a result of any of the above-described claims or any actions or proceedings brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord.

Section 9.3 **Subrogation**. Notwithstanding any other provision under this Lease, Landlord and Tenant each hereby waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to persons or the Improvements, or any part thereof, or any personal property of such party therein, by reason of fire, the elements, or any other cause which is insured against under the terms of any insurance policies in force maintained by Tenant, or under any insurance policies maintained by Landlord. Each party covenants that no insurer shall hold any right of subrogation against the other.

Section 9.4 **Coverage**. All insurance described in this Article 10 may be obtained by Tenant by endorsement or equivalent means under any blanket insurance policies maintained by Tenant, provided that the coverage and other terms of such insurance otherwise comply with this Article 10.

Section 9.5 **No Waiver of Governmental Immunity.** Nothing contained within this Lease is intended to be a waiver of the immunity of the Landlord pursuant to the Colorado Governmental Immunity Act ("C.R.S. 24-10-101 et. seq.") as same may be amended from time to time.

ARTICLE 10: CASUALTY LOSS

Section 10.1 **Restoration**. Should any Improvements be wholly or partially destroyed or damaged by fire or any other casualty, Tenant shall promptly repair, replace, restore, and reconstruct the same, all in compliance with the provisions of Section 10.2. Alternatively, Tenant may elect, by written notice given to Landlord of its intent not to undertake restoration/reconstruction work within thirty (30) days of the date of damage, not to repair, replace, restore or reconstruct the Improvements, if (a) the Premises is rendered wholly untenable; (b) the Premises is damaged in whole or in part in the last two (2) years of the Term; or (c) the cost of repairing any damage to the Premises by fire or casualty exceeds twenty-five percent (25%) or more of the replacement cost thereof, as reasonably estimated by a reputable contractor, architect or engineer selected by Landlord. In the event of a casualty loss where Tenant elects not to restore or replace the Improvements, Landlord shall have the right, by notice given to Tenant within sixty (60) days of the date of receipt of Tenant's written notification, to terminate this Lease. In the event of a casualty loss where the Improvements are rendered wholly untenable and will not be restored or replaced, any Tenant insurance proceeds for the Improvements shall be retained by, or be payable to, Landlord. In the event of a partial casualty loss where the Improvements will not be restored or replaced, any Tenant insurance proceeds for the Improvements shall be applied: (a) first, to pay the cost of razing the Improvements and leveling, cleaning and otherwise putting the Premises in good order; and (b) next, to the payment of Tenant, if any such proceeds remain. If this Lease is terminated pursuant to this Section, the Term shall expire on the fifteenth (15^{th}) day after the notice is given as fully and completely as if such date were the expiration date of Period Three or expiration date of any Term.

Section 10.2 **Distribution of Proceeds Where Improvements Are To Be Restored**. In the event of destruction or damage by casualty where Tenant decides to repair, replace, restore or reconstruct the Improvements, all fire and extended coverage insurance proceeds shall be received, held, and paid out for restoration of casualty damages as follows: (a) first, to pay the costs for restoring the Improvements and Premises to its condition immediately preceding the casualty; (b) next, to pay any mechanic's or materialman's liens against the Premises that have been filed; and (c) next, to the payment of Tenant, if any such proceeds remain.

Section 10.3 **Notice of Damage**. Tenant shall promptly notify Landlord of any destruction or material damage to the Premises.

ARTICLE 11: ASSIGNMENT AND SUBLETTING

Section 11.1 **Tenant's Right to Assign Subject to Landlord Approval**. Tenant shall not by operation of law or otherwise assign, sublet, pledge, encumber or mortgage ("Transfer") this Lease, or any rights granted under it, or allow the use and occupancy of all or a part of the Leased Premises by anyone other than Tenant, without the prior written consent of Landlord in each instance. Landlord's consent may be granted or withheld at Landlord's sole and absolute discretion. Any attempt by Tenant to assign, sublet, pledge, encumber or mortgage this Lease, or to permit use of the Premises by others, shall be null and void. The consent by Landlord to any Transfer, or use of the Premises by others, shall not constitute a waiver of Landlord's right to withhold its consent to any other or further Transfer, or use of the Premises by others. Without the prior written consent of Landlord, this Lease and the interest therein of any assignee of Tenant herein shall not pass by operation of law or otherwise and shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Tenant. The absolute and unconditional prohibitions contained in this Section 12.1 and Tenant's agreement thereto are material inducements to Landlord to enter into this Lease with Tenant.

ARTICLE 12: ENTRY

Section 12.1 **Entry**. Landlord reserves the right to enter the Premises at reasonable times on reasonable prior notice, which may be oral, to: (i) examine or inspect the Premises; (ii) to show the Premises to others; or (iii) to perform any work or make any improvement to the Premises that Landlord deems necessary or desirable for the purpose of complying with any applicable law or building code. if Tenant is not present when Landlord desires to enter the Premises, Landlord or Landlord's contractor may enter the Premises (by force, in the event of emergency) without liability to Tenant. Nothing herein shall otherwise preclude Landlord from accessing and entering the Premises in an emergency situation where there is an imminent threat to person(s) or Property.

ARTICLE 13: WARRANTY OF PEACEFUL POSSESSION

Section 13.1 **Warranty**. Landlord covenants that Tenant, on paying the Rent and performing and observing the covenants and obligations under this Lease, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Premises during the Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease, and applicable law, and Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use, and enjoyment of the Premises against the claims of any and all persons whomsoever lawfully claim the same, or any part thereof, subject only to provisions of this Lease and applicable law.

Section 13.2 **Access**. Notwithstanding Section 14.1, Landlord shall have access to the Land and Improvements at all times following reasonable prior notice to Tenant to inspect the Land and Improvements, provided that Landlord shall use reasonable efforts not to disturb Tenant's use of the Land or the occupants of the Improvements.

ARTICLE 14: DEFAULTS AND REMEDIES

Section 14.1 **Tenant Default**. Each of the following shall be deemed a "**Tenant Default**" and a material breach of this Lease:

(a) When Tenant fails to pay any sum payable by Tenant to Landlord or any third party under this Lease on the date upon which the same is due to be paid, and such default continues for thirty (30) days after Tenant is given a written notice specifying such default;

(b) When Tenant fails to keep, perform, or observe any of the covenants, obligations, terms, or provisions contained in this Lease, and Tenant fails to remedy such default, unless otherwise stated, within thirty (30) days after Tenant is given a written notice specifying the same; provided, however, that if such default cannot be reasonably cured within such thirty-day period, the time period for curing such default shall be extended as necessary for Tenant to cure such default, as long as Tenant is using commercially reasonable efforts to cure such default;

(c) When an involuntary petition is filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of a a similar nature, or when a receiver of Tenant, or of all or substantially all of the Property of Tenant, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within one hundred twenty (120) days after the occurrence of such event; or

(d) When Tenant makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law or seeks relief under any other law for the benefit of debtors.

Section 14.2 **Landlord's Remedies**. If a Tenant Default occurs, then Landlord may, at any time prior to the curing thereof and without waiving any other rights hereunder or available to Landlord at law or in equity (Landlord's rights being cumulative), exercise the following rights:

(a) Terminate this Lease by giving Tenant written notice thereof, in which event this Lease, and the leasehold estate hereby created and all interest of Tenant and all parties claiming by, or through under Tenant shall automatically terminate upon the effective date of such notice;

(b) Re-enter and take possession of the Premises and remove all persons and Property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for existing breaches hereof; or

(c) Use reasonable efforts to relet the Premises (in the event of any termination of this Lease prior to expiration of the Term), and all amounts received by Landlord for the remaining life of Tenant's

Improvements over the balance of the Term shall be remitted to Tenant after deduction of Landlord's reasonable costs and expenses therefor.

Section 14.3 **Landlord Default**. Each of the following shall be deemed a "**Landlord Default**" and a material breach of this Lease:

(a) If Landlord fails to keep, perform or observe any of the covenants, obligations, terms or provisions contained in this Lease, and Landlord fails to remedy such default within thirty (30) days after written notice is given specifying the same; provided, however if such default cannot be reasonably cured within such thirty-day period, the time period for curing such default shall be extended as necessary for Landlord to cure such default;

(b) If an involuntary petition is filed against Landlord under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or if a receiver of Landlord, or of all or substantially all of the Property of Landlord, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within one hundred twenty (120) days after the occurrence of such event; or

(c) If Landlord makes an assignment of the Land for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law or seeks relief under any other law for the benefit of debtors.

Section 14.4 **Tenant's Remedies**. If a Landlord Default occurs, Tenant may, at any time prior to the curing thereof and without waiving any other rights hereunder or available to Tenant at law or in equity, unless such rights are specifically waived in this Lease (Tenant's rights being cumulative), upon thirty (30) days' prior written notice of Landlords intent to cure except in the case of an emergency, do any one or both of the following:

(a) Tenant may perform Landlord's obligations hereunder and recover from Landlord reasonable costs and expenses incurred by Tenant in doing so; or

(b) If it is determined pursuant to the dispute resolution procedures set forth in Section 16.2 that Landlord's Default renders the Premises unusable for the Permitted Use for more than thirty (30) consecutive days, Tenant may terminate this Lease, in which event Tenant shall have no further rights, duties or obligations hereunder, except those that expressly survive the earlier termination of this Lease. Upon any such termination by Tenant, Tenant shall be able to recover from Landlord, as additional damages therefor, an amount equal to the unamortized present value of the leasehold estate and Improvements based on the remaining Original Term, taking into account the Rent paid and assuming a discount rate of six percent (6%) per annum.

ARTICLE 15: MISCELLANEOUS

Section 15.1 **Notices.** Any notice provided for or permitted to be given hereunder must be in writing and may be given by (a) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section 16.1; or (b) hand-delivering the same to the party to be notified. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto shall, until changed, be as follows:

Landlord: Town of Firestone
Attn: Town Manager
9950 Park Avenue
Firestone, Colorado 80504

Tenant: Carbon Valley Help Center
Attn: Executive Director
150 Buchanan Avenue
Firestone, Colorado 80520

The parties hereto may change their respective addresses for purposes of notice hereunder by giving a notice to such effect in accordance with the provisions of this Section 15.1.

Section 15.2 **Dispute Resolution.** In the event of any dispute between Landlord and Tenant arising out of or in any way related to this Lease, the matter, upon written request of either Landlord or Tenant, shall immediately be referred to representatives of both Landlord and Tenant for decision, each party being represented by one individual who has no direct operational responsibility for the matters contemplated by this Lease and who is authorized to settle the dispute (the "Representatives"). The Representatives shall promptly meet in a good faith effort to resolve the dispute by negotiation. If the dispute is not resolved by the representatives within 30 days after the request being submitted, then either party may pursue legal remedies to enforce the Lease.

Section 15.3 **Modification and Non-Waiver**. No amendments, modifications, or changes to this Lease shall be binding upon any party hereto unless set forth in a writing executed by both parties or by a duly authorized officer or agent of each party. No waiver by either party of any breach or default of any term, condition, or provision hereof shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

Section 15.4 **Governing Law and Venue**. This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, and venue for any legal action arising out of the Lease shall be Weld County, Colorado.

Section 15.5 **Number and Gender; Captions; References**. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular Section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated Article or Section of this Lease.

Section 15.6 **Severability**. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Section 15.7 **Surrender of Premises; Holding Over**. Upon termination or expiration of this Lease, Tenant shall peaceably quit, deliver up, and surrender the Premises. In the event Tenant remains in possession of the Premises after the expiration of the Term of this Lease, or any extensions hereof without the written consent of Landlord, Tenant shall then be obligated to pay Rent at $1,000 per year together with and all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises. Such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions contained herein.

Section 15.8 **Attorney Fees.** If litigation is instituted by either party hereto to enforce, or to seek damages for the breach of, any provision hereof, the prevailing party therein shall be promptly reimbursed by the other party for all attorney fees reasonably incurred by the prevailing party in connection with such litigation.

Section 15.9 **Annual Appropriation**. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20 and Landlord's obligations under this Lease are subject to the annual appropriation of funds by the Town of Firestone's Board of Trustees. Any failure of the Board of Trustees to appropriate adequate monies for Landlord's obligations shall terminate the Lease upon expiration as such then existing funds are depleted. Landlord shall provide notice to Tenant of any event of non-appropriation.

Section 15.10 **Force Majeure**. As used herein "**Force Majeure**" means the occurrence of any event which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder and the prevention or cessation of which event is beyond the reasonable control of the obligor. If Tenant is delayed, hindered, or prevented from performance of any of its obligations by reason of Force Majeure (and Tenant is not otherwise in default hereunder) the time for performance of such obligation shall be extended for the period of such delay, provided that the following requirements are complied with by Tenant: (a) Tenant shall give reasonably prompt written notice of such occurrence to Landlord, and (b) Tenant shall reasonably attempt to remove, resolve, or otherwise eliminate such event, keep Landlord advised with respect thereto, and commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

Section 15.11 **Entireties**. This Lease constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein.

Section 15.12 **Recordation**. Tenant shall not record this Lease or any notice or memorandum of this Lease in the Weld County Clerk and Recorder's Office without first obtaining the written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

Section 15.13 **Successors and Assigns**. This Lease shall constitute a real right and covenant running with the Premises, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

Section 15.14 **No Third Parties Benefited**. Except as specifically and expressly provided herein with regard to notices, opportunities to cure defaults, right to execute a new lease, and the terms and provisions of this Lease are for the sole benefit of Landlord and Tenant, and no third party whatsoever, is intended to benefit therefrom.

Section 15.15 **Survival**. Any terms and provisions of this Lease pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Original Term or any renewal.

Section 15.16 **Landlord and Tenant Defined**. The word "**Landlord**," , as used in this Lease shall mean the Town of Firestone a Colorado statutory municipality with such duties and obligations set forth herein to be performed as applicable by the Board of Trustees of the Town of Firestone and or the Town Manager or the Manager's designee. The word "**Tenant**," as used in this Lease, shall mean the Carbon Valley Help Center named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term of this Lease succeed to the estate of Tenant in the Premises and the interest of Tenant under this Lease.

Section 15.17 **Authority**. Landlord and Tenant hereby represent to the other that: (i) Landlord is a duly authorized and existing Colorado statutory municipality and Tenant is a duly authorized and existing Colorado non-profit corporation , and each is qualified to do business in the State of Colorado; (ii) each has full right and authority to enter into this Lease; (iii) each person signing on behalf of Landlord and Tenant are authorized to do so; and (iv) the execution and delivery of this Lease by Landlord and Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which either Landlord or Tenant is a party or by which either such party may be bound.

Section 15.18 **Time of Essence**. Time is of the essence under this Lease and each and all of its provisions in which performance is a factor.

Section 15.19 **Holidays**. If a date for performance by either party falls on a Saturday, Sunday or legal holiday, such date for performance shall instead be the next following business day.

Section 15.20 **Amendment.** Any amendments to this Lease must be made in writing and signed by both Landlord and Tenant.

Section 15.21 **Exhibits**. This Lease consists of pages and Exhibits A (all of which are incorporated herein by this reference) as follows:

Exhibit A: The Land

[Signatures follow on next page]

EXECUTED as of the date and year first above written.

LANDLORD: Town of Firestone

By:______________________________

Name: Don Conyac, Jr.

Title: Mayor

TENANT: Carbon Valley Help Center

By: [signature]

Name: Ann Schmitz

Title: Exec. Director

<u>EXHIBIT A</u>
(**Legal Description of Land)**

150 Buchanan Avenue, Firestone, Colorado
FIR 20533 L7-8 BLK15

0.143 acres of Land, as further depicted in the attached map and image.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 6.a **Presentation** **Meeting Date:** February 26, 2025 **Initiated By:** Jan Sloat **Department:** Human Resources

AGENDA ITEM
STAR Award Presentation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY
The STAR (Special Thanks and Recognition) Award is an employee recognition program to reward employees for demonstrating exceptional service and exceeding expectations in their work performance.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
In May 2019, the Board approved an employee recognition program to reward Town Staff for demonstrating exceptional service and exceeding expectations in their work performance. Since the program's implementation and with today's recognition, we will have awarded (30) recipients with the STAR Award.

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

ATTACHMENTS
1. Special Thanks And Recognition Program (2)

Special Thanks And Recognition - STAR Award

The STAR Award is being created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance in one or more of the following categories:

- **Customer Service:** Exceeds customer service standards when serving the residents of the Town of Firestone.

- **Safety:** Recognizes employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.

- **Creativity:** One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that will benefit the Town of Firestone.

- **Teamwork:** Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded the goals and objectives of the department or unit.

- **Outstanding Achievement:** Awarded to the team member(s) for exceeding expectations and serving the Town in an exemplary manner.

To nominate an employee for consideration of the STAR Award you must submit your request in writing identifying the circumstance for the recommendation. Recipients of this award should demonstrate exceptional service and/or performance in one of the aforementioned categories.

Selected recipients of this award will be recognized at a regularly scheduled Town Board meeting by the Mayor and Board of Trustees and be presented with the STAR Award and a limited-edition Town-inspired T-shirt. Employees awarded the STAR Award will also have their names added to the STAR Award recipient plaque that will be located in Town Hall.

Recipients will be informed of their selection by means of a congratulatory email and letter inviting them to the next scheduled Board meeting for this honor. We encourage recipients to invite family and friends as we recognize their achievements.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.a **Discussion/Action** **Meeting Date:** February 26, 2025 **Initiated By:** Missy Carranco **Department:** Board of Trustees

AGENDA ITEM
Parks, Trails, Recreation and Open Space Commission Appointments

RECOMMENDATION
Reappoint Kadi Abel as a Commissioner to the Parks, Trails, Recreation, and Open Space Commission and select an additional commissioner from the applications received to fill the open seat. This follows the established appointment process and ensures the Commission remains fully staffed to carry out its responsibilities.

APPROVAL/DENIAL OPTIONS

SUMMARY
Reappointment of Kadi Abel as Commissioner to the Parks, Trails, Recreation, and Open Space Commission, with the Board selecting an additional commissioner from the applications received.

Per Municipal Code Section 2.58.030 - Membership, the Commission consists of seven Town residents appointed by the Board of Trustees to serve two-year terms. The initial appointments followed a nomination process in which each Trustee nominated a candidate, with staggered terms assigned. Resident members may be reappointed and serve at the pleasure of the Board.

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.:** 7.b **Discussion/Action** **Meeting Date:** February 26, 2025 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM
Resolution 25-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH CHERYL WHISTON

RECOMMENDATION
Staff recommends the approval of Resolution 25-27, approving the Purchase and Sale Agreement with Cheryl Whiston for the purchase of 23 shares of the New Coal Ridge Ditch Company and authorizing the Mayor to execute the agreement on behalf of the Town.

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

SUMMARY
The proposed agreement between the Town of Firestone and Cheryl Whiston is for the purchase of twenty-three (23) shares of the New Coal Ridge Ditch Company, owned by Cheryl Whiston, for $322,000.00.

The Town's 2020-2050 Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS
The agreement includes a purchase price of $322,000.00 for the New Coal Ridge Company shares. The purchase will be paid for by the Town of Firestone Water Enterprise Fund.

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

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.

- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

BOARD STRATEGIC PLAN IMPACT

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

- Organizational Objectives

ATTACHMENTS

1. Res 25-27 Purchase and Sale Water Rights Agreement-Whiston
2. Purchase and Sales Agreement-Whiston

RESOLUTION NO. 25-27

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH CHERYL WHISTON

WHEREAS, Cheryl Whiston desire to convey certain Water Rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement; and

WHEREAS, upon purchase of the Water Rights, the Town will need to go through the adjudicatory process in the State's Water Court to change the use of the water from irrigation to municipal use.

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

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

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

3. The Town Manager and other officers, employees and agents of the Town are further authorized to do all things necessary on behalf of the Town to adjudicate a change in use of the Water Rights, by filing an application in the Division One Water Court and prosecuting the same to completion.

INTRODUCED, READ, AND ADOPTED this ____ day of February, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT

(Water Rights)

This Purchase and Sale Agreement ("Agreement") by and between the Cheryl Whiston ("Seller"), and the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"). Seller and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

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

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

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

1. <u>Description of Water Rights.</u> The Seller is the owner of twenty-three (23) shares of the New Coal Ridge Ditch Company represented by Share Certificate No. 103 (the "Ditch Shares"). The Ditch Shares have been historically used on the property located in the W½ of the NE ¼ of Section 4, Township 2N, Range 67W of the 6th P.M. in Weld County, Colorado (the "Property"). The Parcel No. in Weld County is 131104100005.

2. <u>Historical Use & Transfer.</u> As further consideration, Seller, or Seller's agent agrees to provide Buyer any and all due diligence materials, on or prior to the date of approval by the Board of the Town of Firestone ("Effective Date"), stating the manner in which the Ditch Shares have been used by Seller, identifying which acreage has been historically irrigated with the Ditch Shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Ditch Shares. Seller, or Seller's agent agrees to cooperate and participate in good faith with any request necessary to complete any Catlin approval process of the New Coal Ridge Ditch Company or any court proceedings as may be required to change the use of the Ditch Shares.

3. <u>Purchase Price.</u> The Purchase Price for twenty-three (23) Ditch Shares shall be three hundred twenty-two thousand dollars ($322,000.00).

4. <u>Warranty and Title.</u> The Seller warrants that the title to the Ditch Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Ditch Shares by and through Seller. This warranty shall survive the Closing of the transaction and continue in full force and effect subsequent to such Closing. Subject to payment as above provided, and in compliance with the other terms and conditions by the Buyer, Seller shall execute and deliver a Special Warranty Deed and Stock Assignment for the Ditch Shares to Buyer at the date of Closing.

5. Dry-Up Covenant. Attached as **Exhibit A** to this Agreement is the form of a dryup covenant acceptable to Buyer (the "Dry-Up Covenant"). The Dry-up Covenant includes a permanent restriction of irrigation on the Property with water from the New Coal Ridge Ditch Company. Seller warrants that any and all liens or encumbrances on the Property are subordinate to the Dry-up Covenant, and Seller shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the Dry-up Covenant. Seller and/or Seller successors and assigns shall be responsible for any revegetation of the Property historically irrigated by the Water Rights and ensure the Property is kept free of any noxious weeds as defined by C.R.S. §35-5.5-101, *et seq*.

6. Due Diligence. Buyer shall have 46 days following the Effective Date of this Agreement ("Due Diligence Period") to terminate this Agreement if Buyer is dissatisfied with the Ditch Shares to be acquired hereunder for any reason, in which case the Earnest Money deposit shall be immediately returned to Buyer. It shall be conclusively presumed that Buyer is satisfied with the Ditch Shares if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period.

7. Assessments. All assessments levied by the New Coal Ridge Ditch Company for the year 2025 and prior years shall be paid by Seller. Assessments for the year 2026 and future years shall be paid by the Buyer.

8. Transfer and Escrow Fees. Any fees by New Coal Ridge Ditch Company to complete the transfer of the Ditch Shares shall be paid by the Buyer.

9. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Ditch Shares shall be delivered to the Buyer at the time of Closing together with properly executed and notarized Dry-Up Covenant, Special Warranty Deed, Stock Assignment, and any and all other documents necessary to effectuate the transfer of the Ditch Shares from Seller to Buyer.

10. Closing. The closing of the purchase and sale of the Ditch Shares ("Closing") will take place on or before April 30, 2025, provided the New Coal Ridge Ditch Company has waived their Right of First Refusal by then. If the New Coal Ridge Ditch Company has not yet waived their Right of First Refusal by April 30, 2025, the closing of the purchase and sale of the Ditch Shares will take place on the earlier of either the date of waiver of the Right of First Refusal, or May 27, 2025.

11. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered, or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper.

12. Contingencies; Delivery and Consumptive Use. This Agreement is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This Agreement shall be contingent on any diversion

structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. Should any of the contingencies herein not be met between the date of this contract and the date of Closing, this Agreement may, at the option of the Buyer, be declared null and void.

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

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

    Buyer:

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

    Seller:

    Cheryl Whiston
    8638 County Road 26
    Fort Lupton, CO 80621
    CherylWhiston@gmail.com

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

16. Survival of Closing. The representations, warranties and indemnities made by the Parties to this Agreements and the covenants and agreements to be performed or complied with by respective Parties under this Agreement before the Closing date shall be deemed to be continuing and shall survive the Closing.

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

18. Counterparts. The Parties may execute this Agreement in counterparts which, when taken together, shall constitute one agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by the Effective Date.

BUYER:	SELLER:
TOWN OF FIRESTONE	CHERYL WHISTON
______________________	______________________
By:	Name:
	2-15-2025
______________________	
Title:	

DRY-UP COVENANT

This Dry-Up Covenant ("Covenant") is made and entered into on this ____ day of _____________ 2025, by Cheryl Whiston ("**Property Owner**"). The term Property Owner shall include any successors and assigns of the Property Owner.

RECITALS

WHEREAS, Property Owner owns the property located in the W ½ NE ¼ of Section 4, Township 2N, Range 67W of the 6th P.M. in Weld County, Colorado (the "**Property**"), Parcel No. 131104100005, that was historically irrigated by twenty-three (23) shares of New Coal Ridge Ditch Company;

WHEREAS, the Property Owner intends to sell twenty-three (23) shares of New Coal Ridge Ditch Company represented by Share Certificate No. 103 are referred to as the "**Ditch Shares**";

WHEREAS, Property Owner desires to record a perpetual dry-up covenant requiring the property described in the attached **Exhibit A** (the "**Dry-Up Property**") be removed from irrigation, except as otherwise provided in this Covenant;

WHEREAS, the Dry-Up Property shall be permanently removed from irrigation supplied by the New Coal Ridge Ditch Company subject the exceptions listed in Section 5 below;

WHEREAS, Property Owner intends to sell the Ditch Shares to the Town of Firestone ("**Town**"), and the Town intends to submit a Water Court application and/or Substitute Water Supply Plan approval request to change the beneficial use of the Ditch Shares to include municipal uses and other beneficial uses in such locations as it may determine to be in its best interest as provided by Colorado law; and

WHEREAS, Property Owner executes this Covenant to remove the Dry-Up Property from irrigation and ensure the consumptive use of irrigation water on the Dry-Up Property ceases, subject to the provisions of this Covenant.

NOW THEREFORE, in consideration of the above facts and the covenants set forth below, the Property Owner covenants the following:

COVENANTS

1. Property Owner covenants for themselves and all future owners of the Dry-Up Property that the Dry-Up Property shall be dried up and shall not be irrigated following the signing date of this Agreement. The purpose of this covenant is to ensure that the Town can claim the full amount of historic consumptive use credit associated with the use of the Ditch Shares on the Dry-Up Property. Property Owner further warrants and represent that this Covenant shall entitle the owner(s) of the Ditch Shares to the first and prior right to claim credit for the dry-up or non-irrigation of the Dry-Up Property.

2. The foregoing covenant is intended to be a real covenant burdening the Dry-Up Property for the benefit of the Ditch Shares, running with the Dry-Up Property and the Ditch Shares alike, inuring to the benefit of the owner(s) of the Ditch Shares, and to the limitation of Property Owner and future owners of the Dry-Up Property.

3. Property Owner and future owners of the Dry-Up Property shall take any action necessary to eliminate any consumptive use of water for irrigation purposes on the Dry-Up Property as may be determined and/or required by the Water Court or other court or tribunal of competent jurisdiction in the judgement and decree entered in any case involving the change or exchange of any of the Ditch Shares, and except as hereinafter may be specifically allowed, the Dry-Up Property shall no longer be irrigated after the termination of the lease of the Ditch Shares to Property Owner. This may include the elimination of crops or other vegetation which consume water via subirrigation, if any, which may be present on the Property. If all or part of the Dry-Up Property is not developed, then, Property Owner and any future owners of the Dry-Up Property shall plant and sustain vegetation cover of the type permitted in this paragraph on the Dry-Up Property, which will be watered solely via natural precipitation and/or the irrigation sources, including by way of example and not limitation: a dryland grass cover or dryland agricultural crops. Property Owner and any future owners of the Dry-Up Property shall comply with the provisions of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101, et seq., including protecting the Dry-Up Property from noxious weeds.

4. Unless otherwise required by any decree of the Water Court, this covenant shall not prohibit the Property Owner and any future owners of the Dry-Up Property from: a) irrigating the Dry-Up Property with water rights which may in the future be transferred to Dry-Up Property and approved for such use through an appropriate Water Court proceeding; b) irrigating the Dry-Up Property with water which is not tributary to the South Platte River or its tributaries including not-nontributary water that is duly augmented; c) irrigating the Dry-Up Property with treated water supplied by a municipality, water district or the treated water provider and d) irrigating the Dry-Up Property with water from wells; provided all such wells are authorized to pump pursuant to a Water Court approved plan for augmentation and only to the extent those structures(s) are fully augmented as required under the plan authorizing them to pump.

5. The terms and provisions of this covenant shall not expire and shall be perpetual unless specifically released in writing by any owner of the Ditch Shares.

By:____________________

Cheryl Whiston

STATE OF COLORADO, COUNTY OF WELD

The foregoing instrument was acknowledged before me on this ___ day of ___________, 2025 by __________.

WITNESS my hand and official seal

My commission expires: ___________________

____

Notary Public

Exhibit A

Legal Description

A tract of land located In the Northeast One-Quarter (NE ¼) of Section Four (4), Township Two (2) North, Range Sixty-Seven (67) West of the 6th Principal Meridian, Weld County, Colorado being more particularly described as:

Considering the north line of the Northeast One-Quarter (NE ¼) of said Section Four (4) to bear North 88°57'37" West, and all bearings contained herein being relative hereto:

Beginning at the North One-Quarter (N ¼) Corner of said Section Four (4) thence along the north line of the Northeast One-Quarter (NE ¼) of said Section Four, South 88°57'37" East, 1564.91 feet; thence leaving the north line of the Northeast One-Quarter (NE ¼) of said Section Four (4), South 01°02'31" West, 198.00 feet; thence, South OO°OO'OO" East, 1599.03 feet; thence, North 89°30'37" West, 176.01 feet; thence, South OO°OO'OO" East, 1005.47 feet to a point on the south line of the Northeast One-Quarter (NE ¼) of said Section Four (4); thence along the south line of the Northeast One-Quarter (NE ¼) of said Section Four (4), North 89°30'37" West, 1387.00 feet to the Center One-Quarter (C ¼) Corner of said Section Four (4); thence, North 00°02'19" East, 2817.51 feet to the Point of Beginning.

The above-described tract contains 96.71 acres, more or less, and is subject to rights-of-way and/or easements along Weld County Road 26 on the northerly side and is subject to rights-of-way and/or easements of record or as may now exist.

This property is also described as Lot B in recorded exemption R.E. 3965.

Property address: 8638 W.C.R. 26, Fort Lupton, CO 80621.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.c **Discussion/Action** **Meeting Date:** February 26, 2025 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM
Resolution 25-28: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A POLICY REGARDING THE TOWN'S PARTICIPATION IN WATER COURT LITIGATION

RECOMMENDATION
Staff recommends approval of Resolution 25-28, establishing the Policy.

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

SUMMARY
This policy is necessary to efficiently and effectively manage legal and administrative matters impacting the town's water rights interests. The Policy authorizes the Town Manager to act in the best interest of the Town and ensures timely responses to water-related legal matters.

The goal of this Policy is to (1) ensure the Town is proactively engaged in legal proceedings to defend against adverse claims that may threaten the Town's water rights, (2) foster an efficient and timely decision-making process in water-related matters, and (3) resolve the Town's participation in water court proceedings quickly and efficiently.

FINANCIAL CONSIDERATIONS

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. Res 25-28 Water Court Policy Admin
2. Firestone Water Court Policy

RESOLUTION NO. 25-28

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A POLICY REGARDING THE TOWN'S PARTICIPATION IN WATER COURT LITIGATION

WHEREAS, the Town of Firestone (the "Town") owns numerous water rights and continues to acquire and appropriate additional water rights as it diversifies its water rights portfolio; and

WHEREAS, the Town has participated in water court proceedings as both an applicant and in opposition to applications made on behalf of other water rights owners; and

WHEREAS, the Town's participation as an opposer in water court proceedings is necessary and appropriate to protect and preserve the interests of the Town and its water rights; and

WHEREAS, the Town recognizes the necessity to establish a formal procedure of approval of statements of opposition and settlement agreements in water matters affecting the Town's interests; and

WHEREAS, in order to effectively and efficiently participate in water court proceedings for applications filed by other parties, staff recommends the Board of Trustees adopt the proposed Policy, which sets forth guidance by which the Town Manager shall act on behalf of the Town in water court proceedings where the Town has filed a statement of opposition to a water court application; and

WHEREAS, staff also recommends that the Board of Trustees confer the Town Manager with the authority to direct the Town's consultants and water counsel on the filing of statements of opposition, participation in water court proceedings for the protection of the Town's interests and approval of settlements for those proceedings as more fully described in the Policy.

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

1. The Policy is approved in substantially the same form as the copy attached hereto and made part of this Resolution.

2. The Town Manager is authorized to direct water counsel opposition in litigation matters related to water court proceedings, which includes filing a statement of opposition, making decisions during the opposition process, and concluding the opposition as outlined in the attached Policy.

3. All actions taken by the Town Manager in furtherance of the objectives set forth herein prior to the date of this resolution are hereby ratified and endorsed by the Board.

PASSED AND ADOPTED this 26th day of February, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

Administrative Policy Regarding the Town of Firestone's Participation in Water Court Proceedings

It is the Policy of the Town of Firestone ("Town") that the following procedures shall be used to guide the Town Manager in directing the Town's consultants and water counsel regarding the filing of statements of opposition, participating in water court proceedings and resolving the Town's participation in water court proceedings through approval of certain settlements.

1. Need for Policy. The need for this Policy arises from the necessity to efficiently and effectively manage legal and administrative matters which impact the Town's interest regarding its water rights. The Policy authorizes the Town Manager to act in the best interest of the Town, and ensures timely responses to water-related legal matters.
2. Water Matters. The Town initiates its participation in water court cases submitted by other parties in Water Court Division 1by filing a Statement of Opposition. The purpose of participating as an opposer in such proceedings is to safeguard the water resources that are vital to the Town. This participation is essential to ensure the preservation of the quantity and quality of the Town's water rights. By engaging in these legal proceedings, the Town is committed to defending its water rights and interests against adverse claims and actions that may compromise the availability and sustainability of the Town's water supply.
3. Goals of the Policy. The goal of this Policy is to: (1) ensure the Town is proactively engaged in legal proceedings to defend against adverse claims that may threaten the Town's water rights, (2) foster an efficient and timely decision-making process in water-related matters, and (3) resolve the Town's participation in water court proceedings quickly and efficiently.
4. Scope of Approval. This Policy delegates authority to the Town Manager to act on behalf of the Town regarding the following matters and duties. The Town Manager is authorized to approve:
    a. The filing of statements of opposition in response to applications for water rights, change in water rights, augmentation plans, or other water-related actions that may adversely affect the Town's water interests.
    b. The hiring of engineering consultants to review materials and produce reports to support the Town's position regarding matters before the Water Court.
    c. Filing or responding to motions concerning cases in which the Town participates, including motions for summary judgment, determination of a question of law, reconsideration, and motions in limine.
    d. Settlements related to disputes where the Town has filed a statement of opposition over water rights, provided that such settlements do not result in the relinquishment of the Town's water rights or adversely affect the Town's water interests in a manner that is deemed significant by the Town Manager.

        i. The Town Manager will consult with the Board and obtain Board approval for any settlement that necessitates future expenditures of Town funds or commits the Town to take an action that extends beyond the jurisdiction of the water court.

    e. All other such decisions as are reasonable and appropriate regarding the Town's participation in water court proceedings.

5. Reporting. The Town Manager shall provide regular updates to the Board of Trustees as appropriate concerning the Town's participation in water court proceedings.

6. Policy Review. The Town Manager will be responsible for the ongoing review of this Policy and may make recommendations to the Board for amendments to the policy as appropriate.

Report: Payroll Board Report - JANUARY 2025
Filtered By: Pay Dates: 01/01/2025-01/31/2025
Date & Time: 02/11/2025 05:11p
Company: TOWN OF FIRESTONE (6207725)

Total

# of EE's - 131 / # of Statements - 384

Pay Type	Hrs	Rate	Amt
Bonus			$2,772.04
Call Out	36.00		$1,335.24
Comp Time	5.88		$195.34
Comp Time Off	1.50		$56.24
Cell Phone Sti			$300.00
Contract PTO	28.00		$1,722.02
Extnd Paid Leave	238.87		$10,142.96
FL Holiday	50.00		$2,273.02
FTO	48.00		$2,624.78
Group Term Lif			$2,196.45
Holiday Time O	4239.00		$196,602.06
Holiday Worked	604.00		$42,997.95
Overtime	590.75		$37,394.58
PDGrants	10.25		$806.81
PDSupervisor	19.00		$957.79
PDShift Supervisc	11.00		$717.94
Plice Security Eve	22.25		$1,668.75
PTO	3364.29		$154,731.02
REG	14839.41		$594,424.68
Reimbursment			$4,664.17
Standby	34.00		$1,039.64
Salary			$400,783.46
Unpaid Leave	4.89		
Totals:	24147.09		$1,460,406.94

Deductions	EE Amt	ER Amt
Accident Ins	$984.50	
Basic Life		$2,455.02
Critical Illness - EE	$874.30	
Critical Illness - SP	$469.90	
Dental		$10,744.16
Equipment	$973.98	
FPPA - 457 Roth	$1,275.00	
FPPA Death & Dis		$15,791.99
FPPA - 457	$2,235.06	
FPPA Pension	$48,454.78	$40,034.96
FSA Medical	$4,415.74	
FSA Dependent	$3,406.64	
FSA Limited	$453.00	
Garnishment	$1,742.92	
HSA Individ	$3,274.02	$775.00
HSA ER Contribut		$2,450.00
HSA Pre Tax Fami	$18,860.82	$1,700.00
Hospital	$1,412.26	
LTD		$1,265.32
Mission Sq 401a	$225.00	$2,400.00
Mission Sq 457	$487.85	$3,351.45
Medical Base		$49,001.20
Medical Choice	$9,409.83	$69,003.84
Medical OAP	$8,767.66	$49,682.44
MRI	$919.97	
Norton Lifelock	$305.78	
Norton Lifelock Prem	$344.80	
PERA - 457 Roth	$2,091.96	
PERA - 457	$4,255.72	
PERA Retirement	$86,990.73	$144,087.42
PERA - 401K ROTH	$750.00	
PERA Life Ins	$116.25	
PERA - 401k	$3,774.05	
PY REIMB	$2,535.55	
STD		$2,702.59
Vol Life/ADD Child	$77.89	
Vol Life/ADD Emp	$1,271.02	
Vol Life/ADD Sp	$362.76	
Vision		$1,943.32
Totals:	$211,519.74	$397,388.71

Taxes	Amt
FIT	$137,886.52
FICA	$1,974.45
MEDI	$22,745.73
SIT:CO	$58,670.00
Totals:	$221,276.70
FICA	$31,707.18
MEDI	$22,745.73
SUTA_SC:CO	$14.49
Colorado Suppor	
SUTA:CO	$2,827.49
ER Totals:	$57,294.89
All Totals:	$278,571.59

Net Pay	Amt
Direct Deposit	$1,015,073.71
Check	$10,340.34
Totals:	$1,025,414.05

Name	Total Paid
Total 21st Century Equipment LLC:	5,477.15
Total ABS CONCRETE INC:	12,880.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	305.66
Total ADAMSON POLICE PRODUCTS:	2,009.67
Total AIRGAS INC:	4,290.43
Total AMAZON CAPITAL SERVICES:	5,872.96
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ArchiveSocial, Inc:	4,397.40
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	729.20
Total BAREFOOT RESIDENTIAL LLC:	594.33
Total BASELINE INC:	6,013.00
Total BEACON COMMUNICATIONS LLC:	18,723.68
Total BOHANNAN HUSTON INC:	5,845.00
Total Brothers Redevelopment Inc:	40,498.16
Total BROWNSTEIN HYATT FARBER SCHRECK:	440.75
Total BUCKEY INTERNATIONAL INC:	224.40
Total Buckeye Welding Supply Co Inc:	3,388.68
Total BUTLER SNOW LLP:	134.00
Total CANYON TITLE - DENVER:	17.13
Total CDW LLC:	3,038.05
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTURY LINK:	783.29
Total CHASE PAYMENTNET:	91,693.04
Total CHECK-IT CODE CONSULTING LLC:	18,919.30
Total CHICAGO TITLE (WSTMN):	48.24
Total CHICAGO TITLE (TUFTS):	425.72
Total CIGNA HEALTH & LIFE INSURANCE CO:	189,043.67
Total CINTAS FIRST AID & SAFETY:	448.72
Total CIRSA:	444,373.54
Total CIVIC PLUS, INC:	6,621.19
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	1,400.00
Total COLORADO CIVIL GROUP INC.:	22,177.00
Total Colorado Fingerprinting:	56.00
Total COLORADO MATERIALS, INC:	.80
Total DANA KEPNER COMPANY INC.:	32,144.92
Total DBC IRRIGATION SUPPLY:	7,788.54
Total DEFALCO CONSTRUCTION:	4,727.59
Total DELTA DENTAL OF COLORADO, INC:	10,781.28

Name	Total Paid
Total DITESCO LLC:	21,559.00
Total ELEVATED CLOUD SERVICES LLC:	17,595.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	3,774.23
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	44,884.93
Total ENVIROTECH SERVICES INC.:	21,268.40
Total FASTENAL COMPANY:	10.46
Total FIDELITY NATIONAL TITLE-LONGMONT:	11.73
Total FIRST AMERICAN TITLE CO:	78.35
Total FLEXX PRODUCTIONS LLC:	1,658.19
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	148.50
Total FRONTIER BUSINESS PRODUCTS:	395.29
Total FUZION FIELD SERVICES LLC:	4,147.56
Total Gen Digital Inc:	650.43
Total GRAINGER:	591.07
Total GREEN GIRL RECYCLING SERVICES:	240.00
Total HARDLINE EQUIPMENT LLC:	2,029.41
Total HAYASHI & MACSALKA, LLC:	13,449.50
Total HERITAGE TITLE - TUFTS:	31.01
Total HOMESTEAD TITLE - LKWD:	42.96
Total Innovative Plumbing & Heating Solutions:	9,044.76
Total INTERMOUNTAIN SALES OF DENVER, INC.:	2,855.67
Total INTERNATIONAL ASSOC FOR PROPERTY & EVIDE:	565.00
Total INTERSTATE BATTERY OF THE ROCKIES:	155.95
Total KG CLEAN INC:	11,000.56
Total KINSCO, LLC:	490.00
Total Kronos SaaShr Inc:	5,767.51
Total L. L. JOHNSON DISTRIBUTING CO.:	4,200.93
Total LAND TITLE-DENVER-2:	141.15
Total LANGUAGELINE SOLUTIONS:	30.54
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	31,965.48
Total LENNAR COLORADO:	550.55
Total LEONARD RICE ENGINEERS, INC:	50,916.25
Total LEXIPOL LLC:	7,593.04
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total Longmont Digital Printing:	783.02
Total LONGMONT HUMANE SOCIETY:	3,331.99
Total MAIN STREET MAT COMPANY, INC:	719.90
Total MCCANDLESS TRUCK CENTER, LLC:	2,807.07
Total MCCI, LLC:	21,166.53

Name	Total Paid
Total MCGRANE WATER ENGINEERING, LLC:	15,046.25
Total Metal Distributors LLC:	1,243.03
Total METRO PAVERS INC:	7,753.60
Total Mike Maroone Chevrolet GMC Longmont:	667.43
Total MINES AND ASSOCIATES INC:	6,411.00
Total MISC VENDOR:	10,182.95
Total MORGAN STANLEY SMITH BARNEY LLC:	6,216.38
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,442.50
Total MUTUAL OF OMAHA INSURANCE CO:	13,384.69
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	76.16
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	1,085,500.00
Total ODP BUSINESS SOLUTIONS LLC:	31.92
Total O'REILLY AUTO PARTS:	932.13
Total ORKIN PEST CONTROL, INC:	105.00
Total PERFORMANCE EQUIPMENT SERVICE:	7,748.47
Total PLACER LABS, INC:	6,500.00
Total POCKET PRESS, LLC:	522.04
Total PRAIRIE MOUNTAIN PUBLISHING:	398.75
Total Professional Leverage Inc:	1,000.00
Total PUREWATER DYNAMICS, INC:	884.41
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	115.56
Total REDEMPTION ROAD COFFEE:	800.00
Total RESTITUTION / COURT REFUNDS:	1,691.48
Total RICHMOND AMERICAN HOMES:	196.42
Total Rocket Whale Products LLC:	1,551.70
Total Short-Elliott-Hendrickson Inc:	7,073.71
Total Skaggs Public Safety Uniforms & Equip:	120.00
Total SPOT ON SOUND PRODUCTIONS:	5,187.00
Total ST VRAIN WATER AUTHORITY:	46,627.12
Total STEVE BALCEROVICH:	2,500.00
Total SUMMIT DATA PROTECTION LLC:	21,645.00
Total Sun Valley Contractors LLC:	10,231.50
Total Suter Media Relations:	2,500.00
Total TEST GAUGE INC - CO:	451.00
Total TIMBERLAN, INC:	22,200.00
Total TLTC DISTRIBUTING LLC:	199.75
Total TOWN OF FREDERICK:	191,946.84
Total TRIDENT SECURITY SYSTEMS INC:	360.00
Total TSG Del Camino LLC:	3,000.00

Name	Total Paid
Total UNC FOUNDATION:	3,000.00
Total United Rentals (North America) Inc:	1,500.00
Total UNIVERSITY AUTO PARTS, INC:	1,603.27
Total UTILITY NOTIFICATION CENTER OF COLORADO:	1,142.94
Total UTILITY REFUNDS -1:	10,005.22
Total VALLI INFORMATION SYSTEMS:	3,232.85
Total VANCE BROTHERS LLC:	3,600.00
Total VELOCITY POWER LLC:	735.00
Total Verizon Connect NWF INC:	322.73
Total VIA MOBILITY SERVICES:	6,048.00
Total VISION SERVICE PLAN - VSP:	1,967.95
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	1,202.00
Total WAGNER WELDING SUPPLY CO.:	18.91
Total WELD COUNTY CHIEFS OF POLICE ASSOCIATION:	650.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,826.00
Total Wesspur Tree & Equipment Inc:	1,705.60
Total WESTWATER RESEARCH, LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	934.90
Total Widner Juran LLP:	5,315.60
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,394.60
Grand Totals:	2,777,896.89

Name	Total Paid
MISC VENDOR	
Total Johnson Mark LLC:	1,222.37
Total Renato Valdovinos:	6,282.00
Total SERENA JACKSON:	145.00
Total STAENBERG GROUP INC:	2,533.58
Grand Totals:	10,182.95

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 10.a **Executive Session** **Meeting Date:** February 26, 2025 **Initiated By:** **Department:** Administration

AGENDA ITEM
An executive session pursuant to C.R.S. 24-6-402 (4)(a)(b) and (e)(1) for the purposes of receiving legal advice from special counsel, determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding the acquisition of real property owned by the St. Vrain Sanitation District.

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 10.b **Executive Session** **Meeting Date:** February 26, 2025 **Initiated By:** **Department:** Administration

AGENDA ITEM
An executive session pursuant to C.R.S. 24-6-402 (4)(a)and (b) for the purposes of receiving legal advice from special counsel, determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding Central Weld County Water District services.

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
None