



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

May 14, 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 April 16, 2025, Board of Trustees Special Meeting Minutes
 - b. **Resolution 25-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES FOR THE JULY 1, 2025 SPECIAL ELECTION.
 - c. **ORDINANCE 1063:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 10.04.010 ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO.
 - d. 2025 Water Leasing Recommendation Memo
 - e. **Resolution 25-58:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7B AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7B SUBDIVISION

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

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

6. Presentation

- a. Scholarship Presentation
- b. Building Safety Month Proclamation
- c. 2024 Administration Report

7. Discussion/Action

- a. **Resolution 25-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVEY RESOURCES INC FOR A TREE INVENTORY
- b. **Resolution 25-49:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION CONTRACT FOR PHASE 3 OF THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2
- c. **Resolution 25-50:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MEEDER PUBLIC FUNDS FOR PROFESSIONAL SERVICES
- d. **Resolution 25-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER ENCROACHMENT LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE, WES DJ GATHERING, LLC AND WES WATTENBERG OIL COMPLEX, LLC
- e. **Resolution 25-54:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND AUTHORIZING EXECUTION OF AN ORDER FORM WITH FLOCK SAFETY
- f. **Resolution 25-55:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN RANCH

* 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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PROPERTY OWNERS ASSOCIATION RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.

- g. **Resolution 25-56:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEIGHBORS POINT COMMUNITY ASSOCIATION, INC. RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.

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

9. **Reports**

- a. Staff

9.a.i. March and April Financial Reports

- b. Mayor

- c. Trustees

10. **Executive Session**

- a. An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements

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.

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: May 14, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of April 16, 2025, Board of Trustees Special Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 04-16-2025 Board of Trustees Special Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
April 16, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on April 16, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:20 PM.

The following were present upon the call of the roll:

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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to amend the Agenda to reflect item 5.b Cancellation of the April 23, 2025 Board of Trustees Meeting. All in Favor, **Motion carried.**

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve the Amended Agenda. All in Favor, **Motion carried.**

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

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

5. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve the Consent Agenda

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

a. Approval of April 09, 2025 Board of Trustees Regular Meeting Minutes

b. Cancellation of the April 23, 2025, Board of Trustees Regular Meeting.

6. Discussion/Action

a. **Resolution 25-47**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANGUARD REAL ESTATE SOLUTIONS LLC PERTAINING TO THE COAL RIDGE DITCH PIPELINE PROJECT

Approval of **Resolution 25-47**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANGUARD REAL ESTATE SOLUTIONS LLC PERTAINING TO THE COAL RIDGE DITCH PIPELINE PROJECT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

b. Water Discussion

6.b.i. Billing Format

6.b.ii. Central Weld County Water District Billing Issue

6.b.iii. Little Thompson Water District Communication

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

Becky Duckworth, a Firestone resident, provided public comment regarding her water billing format.

8. Reports

Trustee Byrd reported on his attendance at the DRCOG retreat.

9. Executive Session

- a. An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to go into Executive Session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements. All in Favor, **Motion carried.**

10. Adjournment

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

Introduced and Approved the 14 Day of May, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC,
Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: May 14, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-48: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES FOR THE JULY 1, 2025 SPECIAL ELECTION.

RECOMMENDATION

Approval of Resolution

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

Pursuant to C.R.S. § 31-10-401, this resolution authorizes and directs the Town Clerk to conduct the mail-ballot election for the July 1, 2024, Downtown Development Authority Special Election.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

03-19-2024 Board of Trustees Special Meeting [Downtown District Authority Discussion](#)

03-26-2025 Board of Trustees Meeting Ordinance 1062 was approved to hold a special election to form the Downtown Development Authority.

BOARD STRATEGIC PLAN IMPACT

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

N/A

ATTACHMENTS

1. Resolution 25-48 Appointment of Election Judges

RESOLUTION NO. 25-48

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, AUTHORIZING THE TOWN CLERK TO
APPOINT ELECTION JUDGES FOR THE JULY 1, 2025 SPECIAL
ELECTION.**

WHEREAS, in accordance with C.R.S. § 31-1-101(10) of the Colorado Municipal Election Code of 1965 the Town of Firestones ("Town") Mail Ballot Special Election called a Special Mail Ballot Election on Tuesday July 1, 2025; and

WHEREAS, pursuant to C.R.S. § 31-10-401 the Board of Trustees may by resolution delegate its authority and responsibility to appoint election judges to the Town Clerk.

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

Section 1. The Board of Trustees hereby authorizes and directs the Town Clerk to conduct the mail ballot election pursuant to the procedures set forth in C.R.S. § 31-10-910.2

Section 2. The Board of Trustees hereby delegates its authority and responsibility to appoint election judges to the Town Clerk.

INTRODUCED, READ AND ADOPTED this _____ day of May 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: May 14, 2025

Initiated By: David Angelo

Department: Police

AGENDA ITEM

ORDINANCE 1063: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 10.04.010 ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO.

RECOMMENDATION

Staff recommends approval of Ordinance 1063.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

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

Denial: The Board moves to deny the Ordinance.

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

SUMMARY

On November 13, 2024, the Town formally adopted the 2024 Model Traffic Code through Ordinance No. 1055.

Ordinance No. 1063 amends only Section 10.04.010 of the Adoption Section to include mandatory language required by the Colorado Department of Transportation (CDOT) and the Office of the Attorney General. This language, which was not included in Ordinance No. 1055, clarifies that the Town's amendments to the Model Traffic Code do not apply to state highways. Aside from the addition of this required language, no substantive changes have been made to the 2024 Model Traffic Code, nor has this affected the Town's ability to enforce violations of the Code.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

On November 13, 2024, the Board of Trustees formally adopted the 2024 Colorado Model Traffic Code by passing Ordinance No. 1055 during its regular Board meeting.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ordinance NO. 1063

ORDINANCE NO. 1063

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 10.04.010 ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO

WHEREAS, the Town of Firestone ("Town") by Ordinance No. 1055 adopted the 2024 Model Traffic Code with amendments; and

WHEREAS, the Colorado Department of Transportation and Office of the Attorney General are requiring that all municipalities expressly state in the adoption of the Model Traffic Code that the Town's amendments to the Model Traffic Code do not apply to state highways.

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

Section 1 Adoption Section 10.04.010 of the Model Traffic Code is amended to read as follows:

Sec. 10.04.010. - Adoption.

The 2024 Model Traffic Code for Colorado, promulgated and published by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 West Howard Place, Denver, Colorado, 80204, including the Definitions in the Appendices but excluding Appendices A, B, C, D, E, F & G, Part 17, Penalties and Procedure, and Part 18 Vehicles Abandoned on Public Property in their entirety, is hereby adopted by reference as the Model Traffic Code for the Town of Firestone as if fully set out in this ordinance however, the amendments set forth in this chapter shall not apply to any state highway within the Town.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 14th day of May, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, CMC, Town Clerk

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: May 14, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

2025 Water Leasing Recommendation Memo

RECOMMENDATION

Staff recommends approval of the recommendation from the leasing memo to lease the remaining available water for 2025.

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

Approval of this memo would authorize staff to lease up to 1,603 acre-feet in water year 2025 to other C-BT allottees or Windy Gap users. On April 10, 2025, the Northern Water Board of Directors voted to increase its 2025 quota allocation for the Colorado-Big Thompson Project to 70 percent. The annual leasing memo recommends leasing available water to users within the Northern Water boundaries.

FINANCIAL CONSIDERATIONS

Lease revenues for the Water Fund could range between \$25,000.00 and \$32,000.00, depending on the number of shares leased.

HISTORY AND PREVIOUS BOARD ACTION

Each year, when Northern Water declares the final allocation or quota in the spring, Town staff and the Town's consulting engineer evaluate the annual demand for any remaining, available water that can be leased for beneficial use.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 2025 Leasing Memorandum



Memorandum

To: Julie Pasillas, Town of Firestone Director of Public Works
From: Brett W. Gracely, P.E., D.WRE
Date: April 17, 2025
Project: 1527TWF02-25
Subject: C - BT Water Leasing in 2025

Each year the Town of Firestone transfers raw water—in the form of C-BT unit contracts or Windy Gap allocations—to the Central Weld County Water District (CWCWD) for treatment at the Carter Lake Filter Plant for subsequent delivery of finished water to Firestone. When the C-BT and Windy Gap water supplies available for transfer exceed projected demand, the Town has the option of leasing water to other C-BT allottees or Windy Gap users.

This memorandum provides a recommendation on the amount of water that can be made available for lease in 2025. Note that this memorandum is based on supplies available to the Carter Lake Filter Plant only and the assumption that all treated water demand in Firestone in 2025 will met by the Carter Lake Filter Plant. It is understood that a portion of Firestone's 2024 demand was met by the St. Vrain Water Authority WTP and that that will continue in 2025. That production is not factored into this analysis. Furthermore, this memorandum is based on year-to-date figures as reported by Northern Water (Northern).

METHODOLOGY

The amount available for lease is calculated as the Total Supply – Forecast Demand – Carryover Target.

The Total Supply available is the sum of the 2024 quota ⁱ (3,805.2 acre-feet) ⁱⁱ and remaining carryover storage (888 acre-feet) ⁱⁱⁱ or 4,693 acre-feet, based on YTD reporting.

The Forecast Demand, consistent with past years' methodology, is calculated as 110% of the prior year's C-BT transfers to the Carter Lake Plant. 2024 transfers ^{iv} totaled 1,831 acre-feet resulting in a forecast demand of 2,014 acre-feet.

The Carryover Target, again consistent with past years' methodology, is calculated as 0.22 acre-feet per unit less the 10% charged by Northern, or $0.22 \times (5,436) - 10\%$ is approximately, 1,076 acre-feet.

Therefore, the estimated amount available for lease is:

Quantity	Amount	
Total Supply	4,693	acre-feet
Forecast Demand	-2,014	acre-feet
Carryover Target	-1,076	acre-feet
Available for Lease	1,603	acre-feet

RECOMMENDATION

We recommend that staff be authorized to lease up to 1,603 acre-feet in water year 2025 based on currently available information.

ⁱ On April 10, 2025, the Northern Water Board of Directors increased the quota from its initial level of 50% to 70%. Subsequent adjustments and supplemental allocation are sometimes made subject to collection system and storage conditions throughout the remainder of the year.

ⁱⁱ As of April 2025, the Town of Firestone owns 5, 436 units of C – BT water allocation.

ⁱⁱⁱ Town of Firestone Account Details, Accessing Northern Water's Allottee website, 17April2025.

^{iv} Northern Water, Monthly Account Activity Report (11/1/2023 – 10/31/2024), 17April2025.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: May 14, 2025

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

Resolution 25-58: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7B AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7B SUBDIVISION

RECOMMENDATION

Staff recommends that the Board of Trustees approves Resolution 25-58.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-58.

Approval with Conditions: The Board moves to approve Resolution 25-58, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-58.

No Action: The Board provides staff with specific instructions to modify Resolution 25-58 and return at a future date.

SUMMARY

The final subdivision plat for Barefoot Lakes Filing 7B consists of 245 residential lots and 17 tracts, including 206 single-family detached residences, 16 single-family attached duplex residences, and 23 single-family attached townhome residences. Filing 7B is a portion of the overall approved Barefoot Lakes Filing 7.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On November 16, 2023, the Planning and Zoning Commission recommended approval of Barefoot Lakes, Filing 7, Preliminary Plat, proposing 658 lots, 35 tracts, and four superblocks consisting of 433 single-family detached residential lots and 225 single-family attached residential lots, including 88 duplex lots and 137 townhome units, on 195.11 acres. The Board of Trustees found and determined that the final plat was in substantial conformance with the technical requirements of the Firestone Development Code, and that the proposed development plan meets the applicable requirements and standards set forth in the Firestone Municipal Code and the Firestone Development Code. Barefoot Lakes Filing 7B is a portion of the approved Barefoot Lakes Filing 7.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-58 Barefoot Lakes F7B
2. Barefoot Lakes F7B Plat-2025-04-30

3. Barefoot Lakes F7B Draft Subdivision Agreement

RESOLUTION NO. 25-58

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

WHEREAS, Barefoot, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Barefoot Lakes Filing No. 7B” (the “Final Plat”); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 24-68 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Barefoot Lakes Filing No. 7B Subdivision Development Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

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

Section 2. The Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 7b, 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 and shall be in accordance with the Town’s Standards and Specifications, including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities.
- (c) Before Applicant begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Applicant shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town’s Standards and Specifications including a minimum 10-foot horizontal

separation of all water, storm, and sanitary sewer utilities, and all such work shall be inspected and approved by the Town.

- (d) Prior to the initial acceptance of all public improvements, Applicant shall provide to the Town record drawings or “as-builts” and proof of LTWD’s acceptance of all water lines.
- (e) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Barefoot Lakes Filing No. 7B Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such revisions thereto as may be necessary for the Town’s protection, and as approved by the Town Attorney’s Office and the Town Manager. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the final plat Barefoot Lakes Filing No. 7B 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 or such person’s designee is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town’s approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder’s office upon fulfillment of all conditions as indicated herein.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7B 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:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 7B
Final Plat

EXHIBIT B
Barefoot Lakes Filing No. 7B
Subdivision Development Agreement

FINAL PLAT

BAREFOOT LAKES FILING NO. 7B

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 1 OF 12
PROJECT NO. FP-24-013

CERTIFICATION OF OWNERSHIP AND DEDICATION

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

TRACT P, BAREFOOT LAKES FILING NO. 7A, RECEPTION NO. 5016965.

CONTAINING AN AREA OF 60.870 ACRES, (2,651,509 SQUARE FEET), MORE OR LESS.

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

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

OWNER:

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

BY: _____

NAME: _____

TITLE: _____

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

STATE OF COLORADO }
COUNTY OF _____ } SS.

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

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

BY: _____

NAME: _____

TITLE: _____

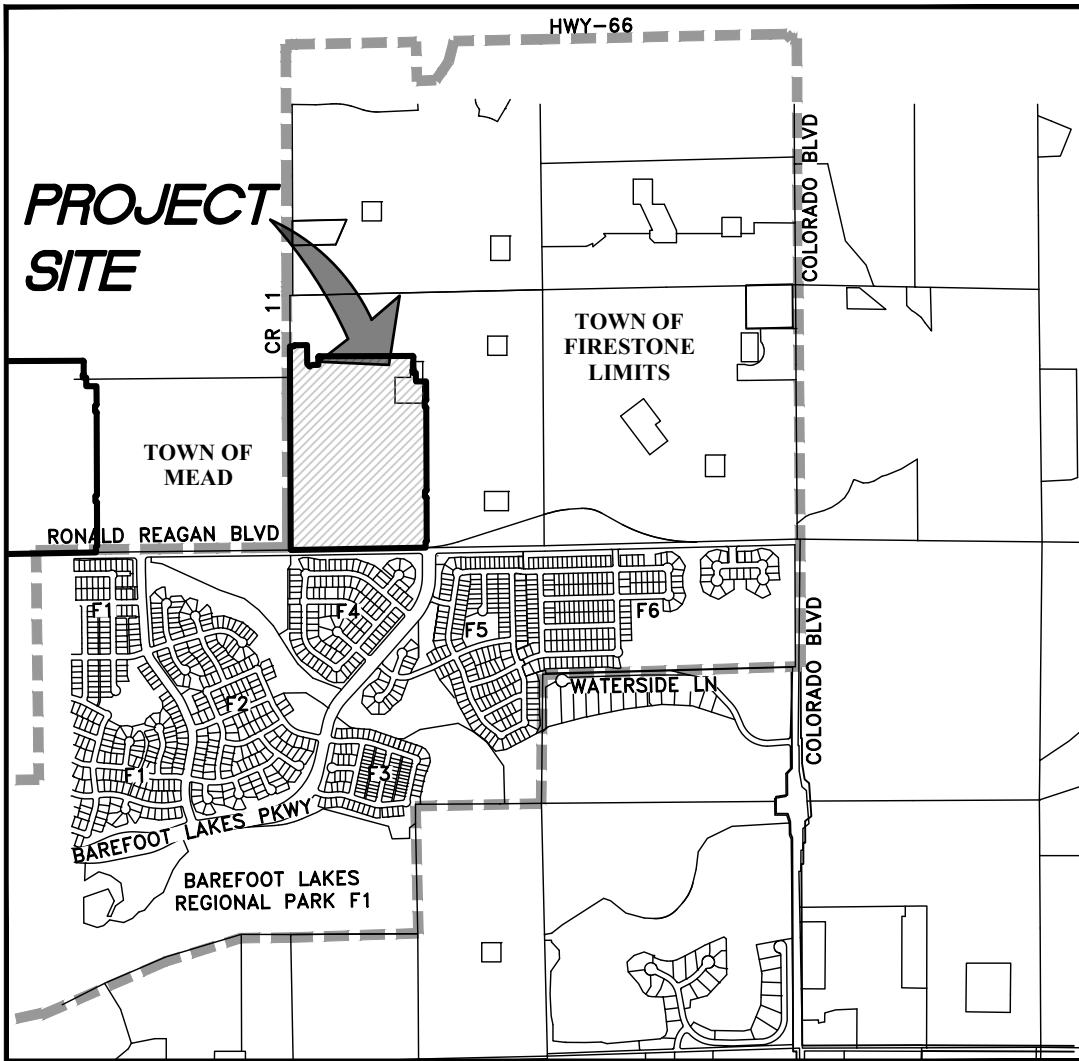
EXECUTED THIS ____ DAY OF _____, A.D., 20____.

STATE OF COLORADO }
COUNTY OF _____ } SS.

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

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC



VICINITY MAP
SCALE: 1" = 2000'



SHEET INDEX

- SHEET 1 — DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION
SHEET 2 — GENERAL NOTES, SUBDIVISION DATA AND LINE/CURVE TABLES
SHEET 3 — OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 4-12 — TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS

OWNER:

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

DEVELOPER:

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

ENGINEER:

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

SURVEYOR:

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

TITLE VERIFICATION

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

LAND TITLE GUARANTEE COMPANY

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)

COUNTY OF _____)SS

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

BY _____ AS _____

OF LAND TITLE GUARANTEE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SURVEYING CERTIFICATE:

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



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

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 7B** WAS APPROVED ON THE ____ DAY

OF _____, 20____, BY RESOLUTION NO. _____, PASSED AND ADOPTED A THE REGULAR MEETING OF

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

TOWN OF FIRESTONE, COLORADO

BY _____
DON CONYAC JR., MAYOR

MIRIAM GRANADOS LUNA, CMC, TOWN CLERK

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7B
Phase Number	N/A
Preparation Date	2024/04/29
Revision Date	2024/06/27
Revision Date	2024/07/02
Revision Date	2024/09/12
Revision Date	2025/04/30

COVER PAGE ~ SHEET 1 of 12



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

AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION:

2024-04-02

SCALE:

N/A

SHEET 1 OF 12

FINAL PLAT

BAREFOOT LAKES FILING NO. 7B

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 2 OF 12
PROJECT NO. FP-24-013

GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°12'43" WEST, 2,654.50 FEET AND MONUMENTED AS SHOWN HEREON.
- TITLE COMMITMENT:** _____ ORDER NUMBER _____, DATED ____/____/____ AT ____:_____M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- FLOODPLAIN:** BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1880E, WITH A REVISED DATE OF JANUARY 20, 2016.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DRAINAGE CHANNELS, DETENTION PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT.
- THE OWNER(S) OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR USE, OPERATION AND MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH AREAS AND FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(S), OR OUTLOT(S) FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
- ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.
- TRACTS A-P ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.
- OWNER HEREBY DEDICATES TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS FOR ACTIVE AND PASSIVE RECREATIONAL USES AT ANY TIME AND FROM TIME TO TIME, SUBJECT HOWEVER TO REASONABLE RULES AND REGULATIONS ADOPTED BY THE OWNER(S) OF SUCH TRACT(S).
- THE LOT OWNERS ADJACENT TO TRACTS B, L-P SHALL BE GRANTED BY SEPARATE WRITTEN INSTRUMENT A NON-EXCLUSIVE EASEMENT OVER THE WATER AND OR SANITARY SEWER EASEMENTS SHOWN WITHIN SUCH TRACTS FOR THE PURPOSE OF ACCESSING, INSTALLING, OWNING, INSPECTING, MAINTAINING, AND REPAIRING PRIVATE WATER SERVICE AND OR PRIVATE SANITARY SEWER SERVICE LINES AND RELATED FACILITIES.
- FOR MORE INFORMATION RELATED TO THE OIL AND GAS SETBACKS FOR THE SITE, REFER TO THE OIL AND GAS EQUIPMENT EXHIBIT, PREPARED BY REDLAND, ON FILE WITH THE TOWN OF FIRESTONE.
- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE SUBDIVISION DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HERewith IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO. THE SUBDIVISION DEVELOPMENT AGREEMENT PROVIDES THAT BAREFOOT LLC SHALL FURNISH TO THE TOWN AN IMPROVEMENT GUARANTEE IN THE FORM OF A LETTER OF CREDIT FOR ALL PUBLIC IMPROVEMENTS AND COMMON FACILITIES FOR THE BAREFOOT LAKES FILING 7B FINAL PLAT. THE TOWN WILL NOT ISSUE INITIAL ACCEPTANCE OF, NOR RELEASE ANY SUCH IMPROVEMENT GUARANTEE FOR, ANY COMMON FACILITIES UNLESS AND UNTIL BAREFOOT LLC HAS FURNISHED TO THE TOWN: (A) PROOF OF CONVEYANCE OF BAREFOOT LLC'S OWNERSHIP INTEREST IN AND TO TRACTS A THRU P TO THE ST. VRAIN LAKES METRO DISTRICT; OR (B) SUCH OTHER DOCUMENTATION ACCEPTABLE TO THE TOWN INDICATING THAT FEE SIMPLE TITLE TO TRACTS A-P IS HELD BY THE ST. VRAIN LAKES METRO DISTRICT. UPON ACCEPTANCE BY THE TOWN OF FIRESTONE, THE ABOVE-STATED PLAT RESTRICTION SHALL BE REMOVED.
- A PERPETUAL EASEMENT OVER, THROUGH, AND ACROSS AREAS WITHIN TRACTS A, B, C, N AND P, INCLUSIVE, IS DEDICATED AND GRANTED TO THE TOWN FOR DRAINAGE PURPOSES.
THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ARE FOR ACCESS, MAINTENANCE, AND EMERGENCY REPAIR PURPOSES ONLY. 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 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 LOCATED THEREIN NOR RELIEVE THE OWNER OF LOT/TRACT/BLOCK ETC OF ITS OBLIGATION AND PRIMARY RESPONSIBILITY TO MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	42°57'17"	58.00'	43.48'
C2	90°00'00"	10.00'	15.71'
C3	90°00'00"	10.00'	15.71'
C4	90°00'00"	12.00'	18.85'
C5	90°00'00"	12.00'	18.85'
C6	90°00'00"	12.00'	18.85'
C7	90°00'00"	5.00'	7.85'
C8	90°00'00"	5.00'	7.85'
C9	84°56'16"	7.00'	10.38'
C10	90°00'00"	5.00'	7.85'
C11	90°00'00"	5.00'	7.85'
C12	90°00'00"	5.00'	7.85'
C13	90°00'05"	5.00'	7.85'
C14	90°00'00"	5.00'	7.85'
C15	90°00'00"	5.00'	7.85'
C16	90°00'00"	5.00'	7.85'
C17	90°00'00"	5.00'	7.85'
C18	90°00'00"	5.00'	7.85'
C19	90°00'00"	5.00'	7.85'
C20	90°00'00"	12.00'	18.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C21	90°00'00"	10.00'	15.71'
C22	90°00'00"	10.00'	15.71'
C23	90°00'00"	10.00'	15.71'
C24	90°00'00"	10.00'	15.71'
C25	90°00'00"	5.00'	7.85'
C26	90°00'13"	5.00'	7.85'
C27	90°00'00"	5.00'	7.85'
C28	90°00'00"	5.00'	7.85'
C29	90°00'00"	5.00'	7.85'
C30	90°00'00"	5.00'	7.85'
C31	90°00'00"	5.00'	7.85'
C32	90°00'00"	5.00'	7.85'
C33	90°00'00"	5.00'	7.85'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°12'43"E	195.20'
L2	S43°05'55"E	35.97'
L3	N89°47'17"E	52.00'
L4	N00°12'43"W	80.00'
L5	S00°12'43"E	129.51'
L6	S00°12'43"E	26.00'
L7	N89°47'17"E	36.00'
L8	S00°12'43"E	90.00'
L9	N89°47'17"E	106.38'
L10	S00°12'43"E	192.43'
L11	S89°47'17"W	4.00'
L12	S00°12'43"E	60.00'
L13	N89°47'17"E	4.00'
L15	S00°12'43"E	60.00'
L16	N89°47'17"E	4.00'



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7B
Phase Number	N/A
Preparation Date	2024/04/29
Revision Date	2024/06/27
Revision Date	2024/07/02
Revision Date	2024/09/12
Revision Date	2025/04/30

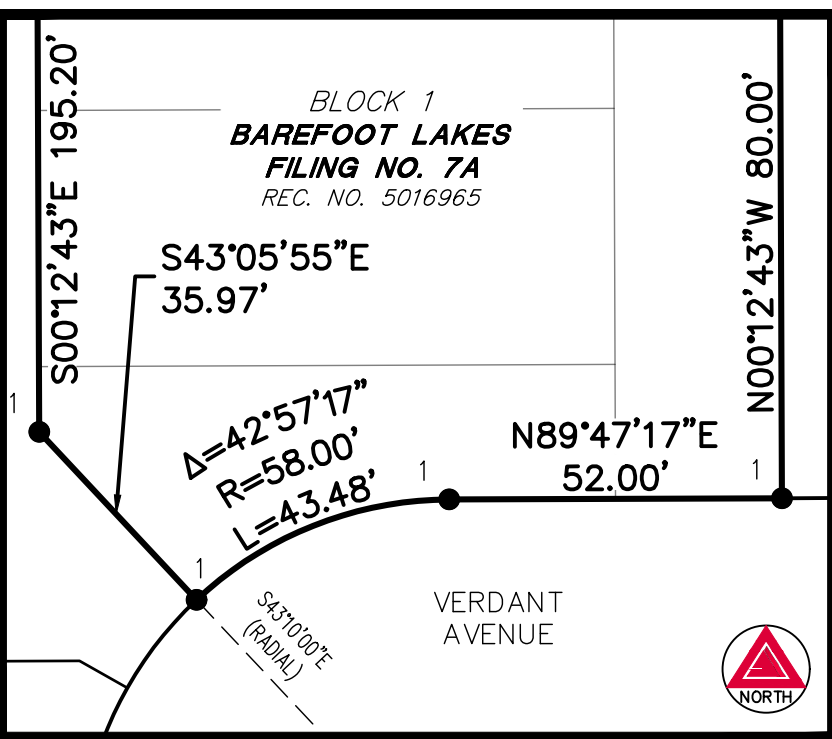
GENERAL NOTES ~ SHEET 2 of 12

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BAREFOOT LLC		DATE OF PREPARATION:	2024-04-02
	6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		SCALE:	N/A
	AzTec Proj. No.: 54822-19 Drawn By: GLW		SHEET 2 OF 12	

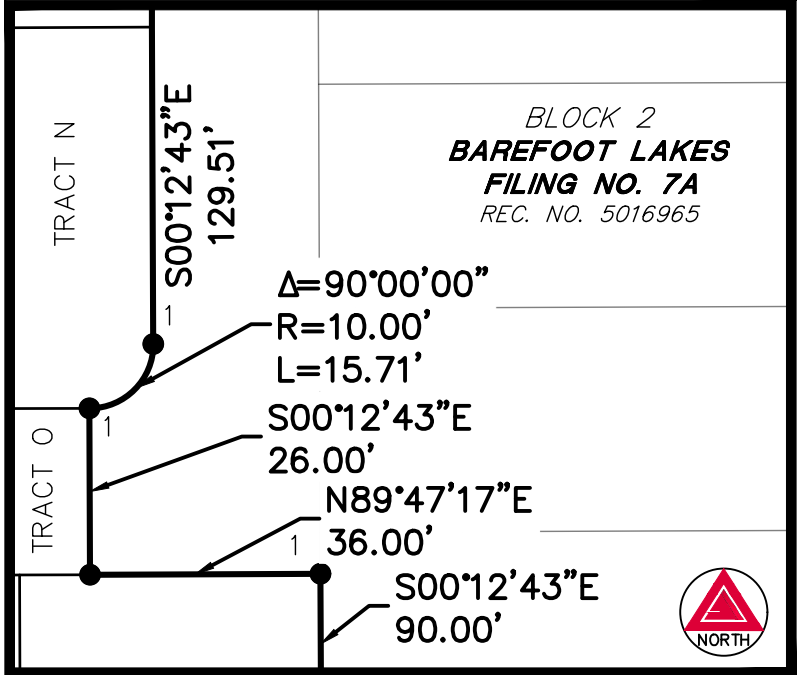
FINAL PLAT

BAREFOOT LAKES FILING NO. 7B

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 3 OF 12
PROJECT NO. FP-24-013



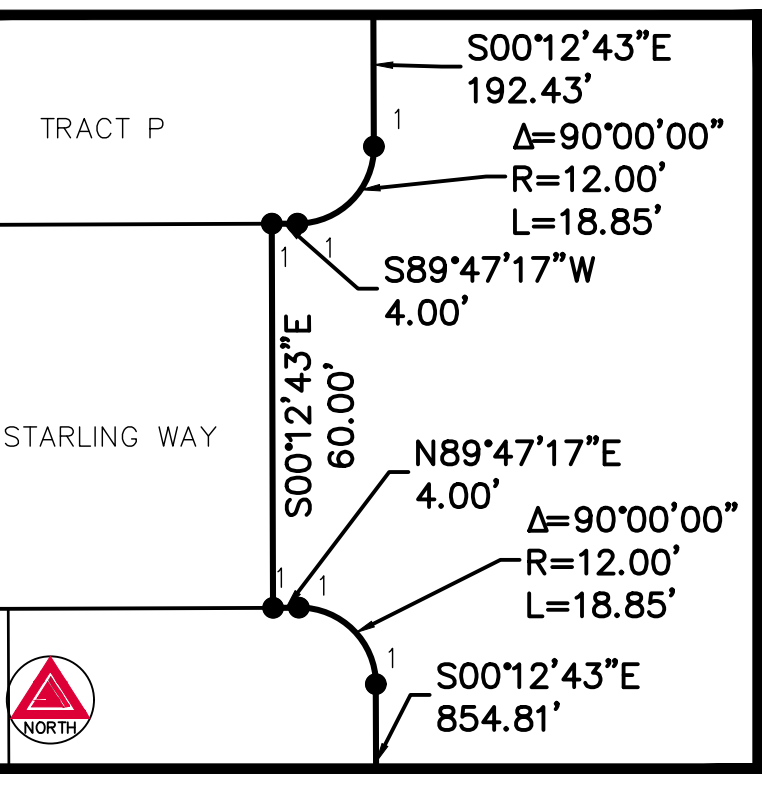
DETAIL A
SCALE: 1" = 30'



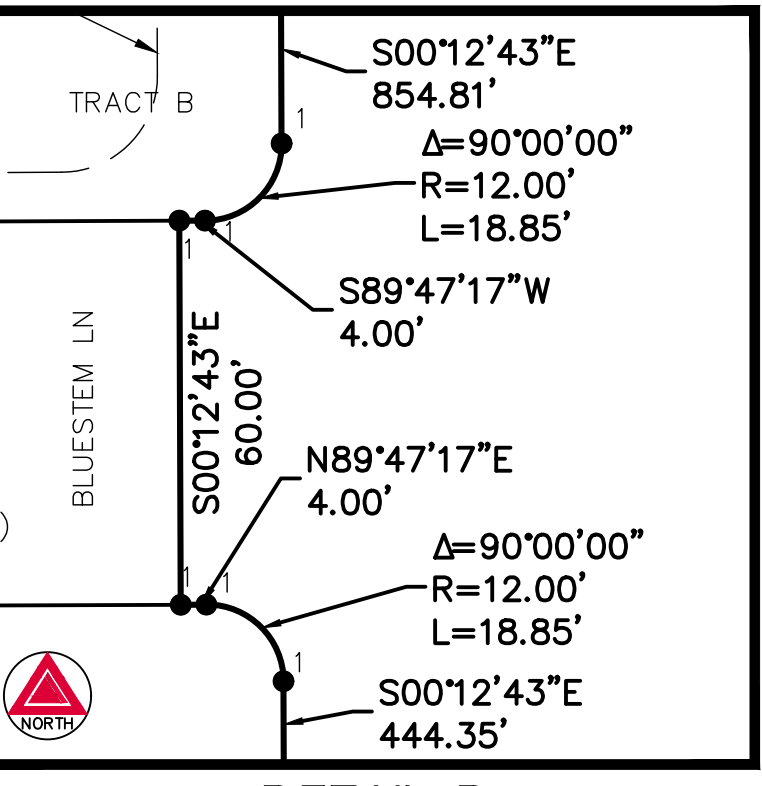
DETAIL B
SCALE: 1" = 30'

LEGEND	
U.E.	= UTILITY EASEMENT
U.A.E.	= UTILITY & ACCESS EASEMENT
D.U.E.	= DRAINAGE & UTILITY EASEMENT
A.W.E.	= ACCESS & WATER EASEMENT
D.E.	= DRAINAGE EASEMENT
(NR)	= NON-RADIAL
*	= EASEMENT PER BAREFOOT LAKES FILING 7A RECEPTION NO. 5016965
##	BLOCK NUMBER

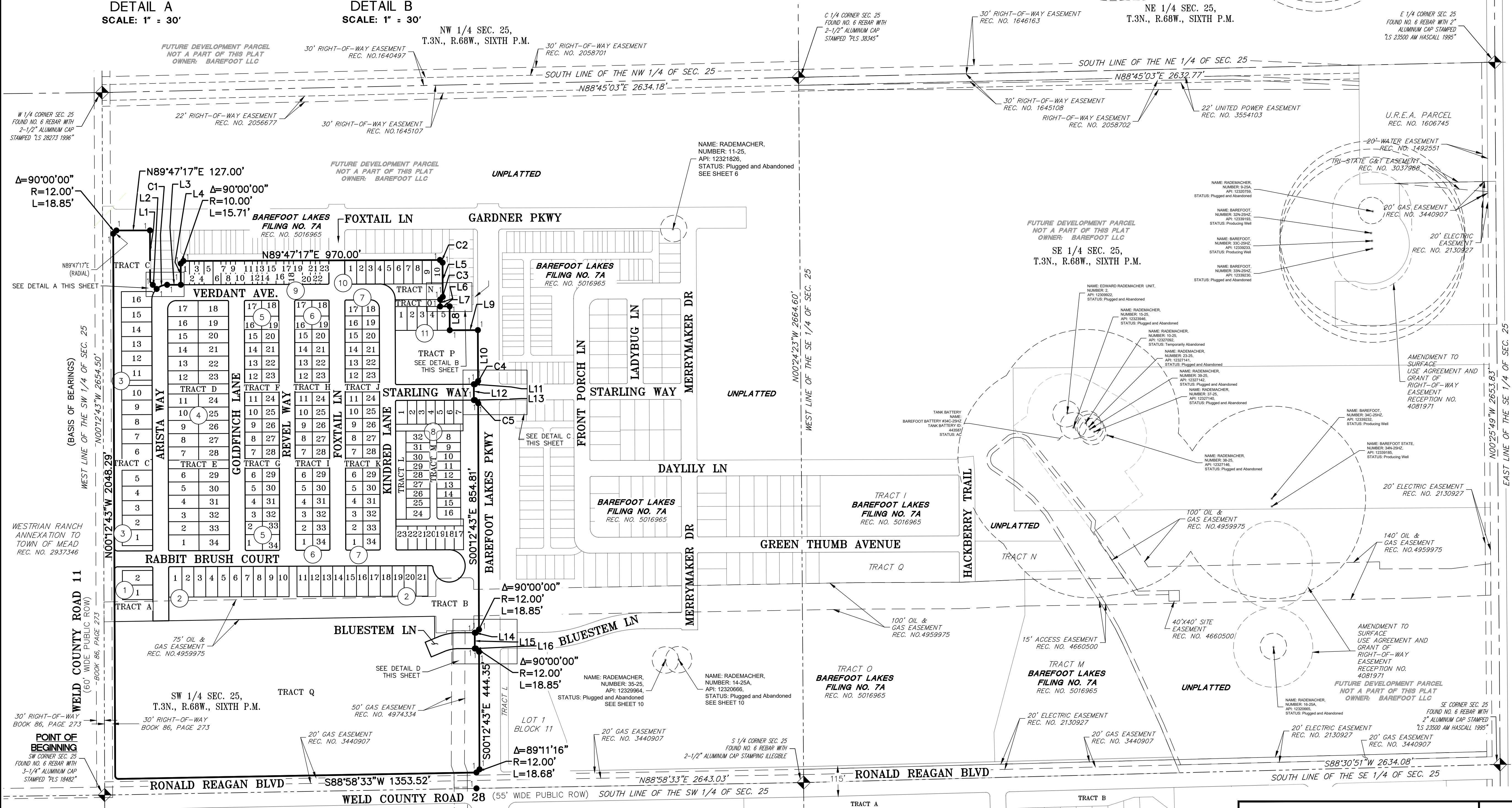
MONUMENT SYMBOL LEGEND	
	FOUND SECTION CORNER AS SHOWN HEREON
	FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"



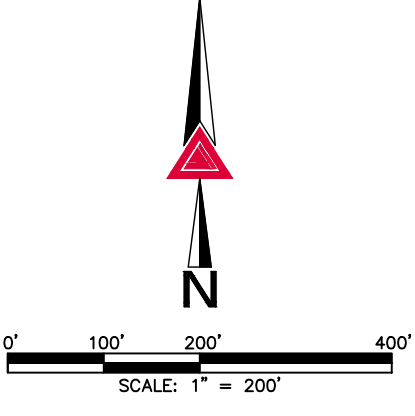
DETAIL C
SCALE: 1" = 30'



DETAIL D
SCALE: 1" = 30'



SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7B
Phase Number	N/A
Preparation Date	2024/04/29
Revision Date	2024/06/27
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OVERALL PAGE ~ SHEET 3 of 12

Aztec CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BAREFOOT LLC		DATE OF PREPARATION:	2024-04-02
	6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		SCALE:	1" = 200'
Aztec Proj. No.: 54822-19		Drawn By: GLW		SHEET 3 OF 12

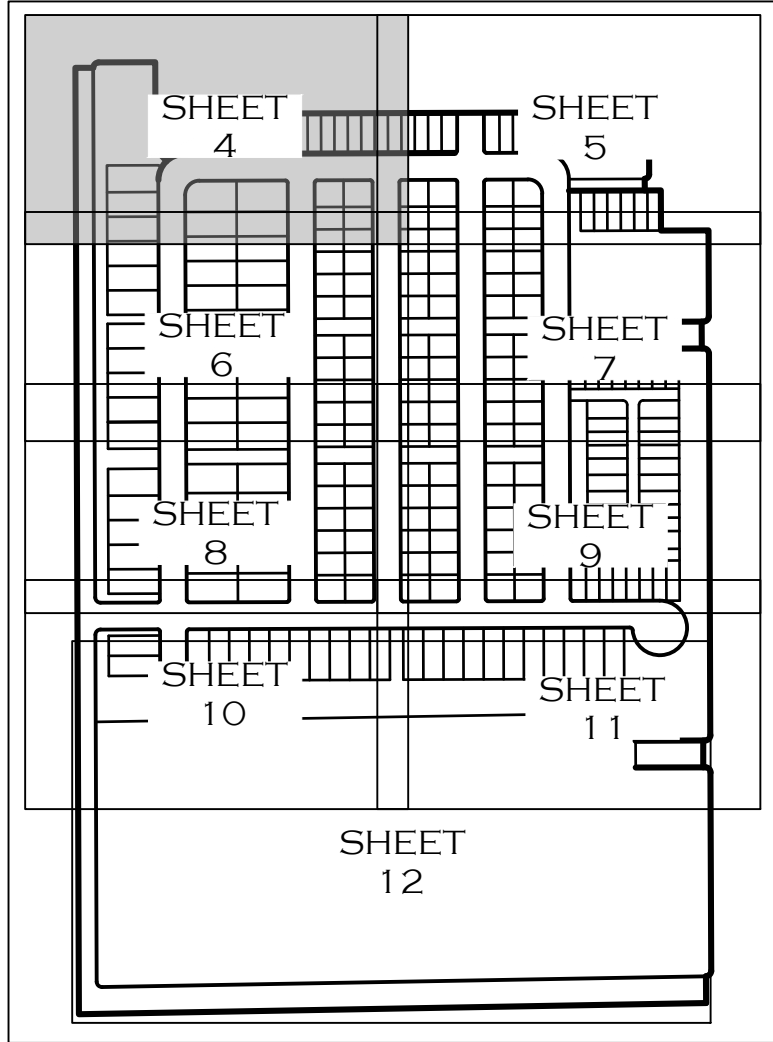
FINAL PLAT

BAREFOOT LAKES FILING NO. 7B

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 4 OF 12
PROJECT NO. FP-24-013

MONUMENT SYMBOL LEGEND

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

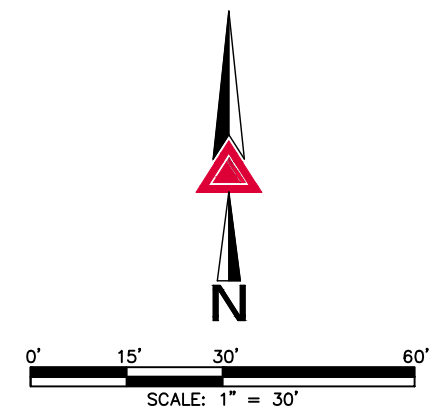


KEY MAP
N.T.S.

LEGEND

- U.E. = UTILITY EASEMENT
- U.A.E. = UTILITY & ACCESS EASEMENT
- D.U.E. = DRAINAGE & UTILITY EASEMENT
- A.W.E. = ACCESS & WATER EASEMENT
- D.E. = DRAINAGE EASEMENT
- (NR) = NON-RADIAL
- * = EASEMENT PER BAREFOOT LAKES FILING 7A RECEPTION NO. 5016965
- ## BLOCK NUMBER

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7B
Phase Number	N/A
Preparation Date	2024/04/29
Revision Date	2024/06/27
Revision Date	2024/07/02
Revision Date	2024/09/12
Revision Date	2025/04/30

LOT DETAIL PAGE ~ SHEET 4 of 12



AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-04-02

SCALE: 1" = 30'

SHEET 4 OF 12

GARDNER PKWY
(80' WIDE PUBLIC ROW)
REC. NO. 5016965

SW 1/4 SEC. 25,
T.3N., R.68W., SIXTH P.M.

BLOCK 1
BAREFOOT LAKES
FILING NO. 7A
REC. NO. 5016965

26' S.V.S.D. EASEMENT
REC. NO. 4956551

VERDANT AVENUE
(60' WIDE PUBLIC ROW)

GOLDFINCH LANE
(60' WIDE PUBLIC ROW)

REVEL WAY
(60' WIDE PUBLIC ROW)

ARISTA WAY
(60' WIDE PUBLIC ROW)

SEE SHEET 6

SEE SHEET 5

SEE SHEET 3

MONUMENT SYMBOL LEGEND

◆ FOUND SECTION CORNER AS SHOWN HEREON

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

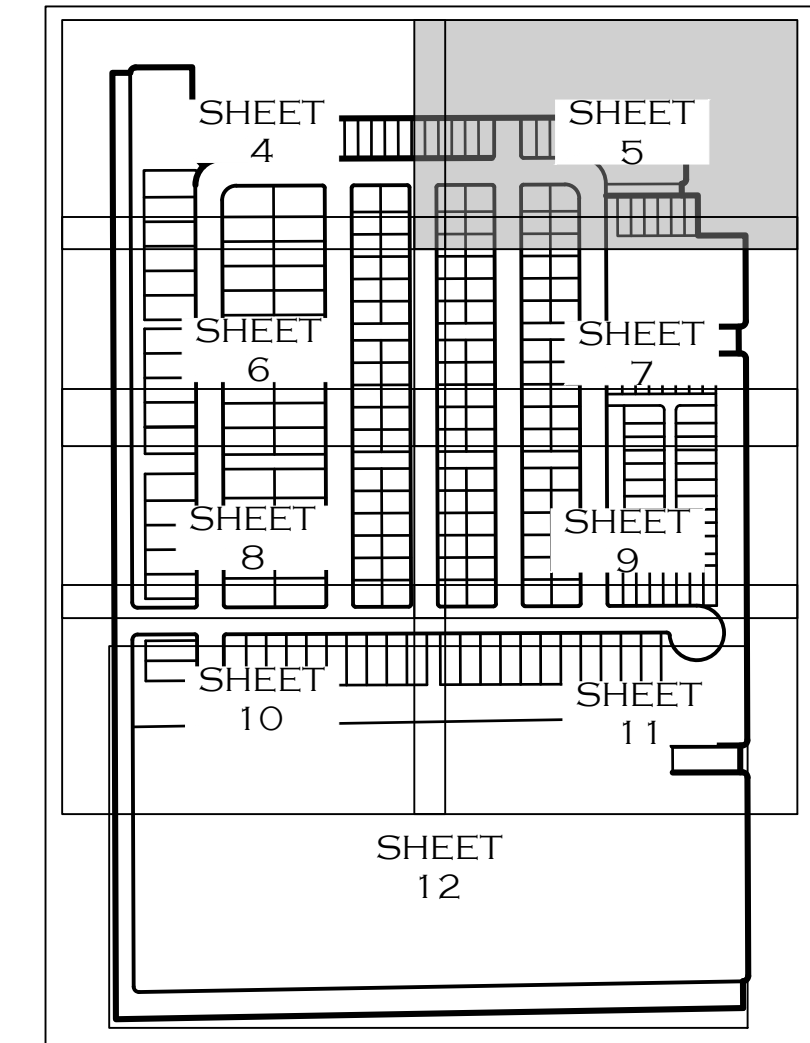
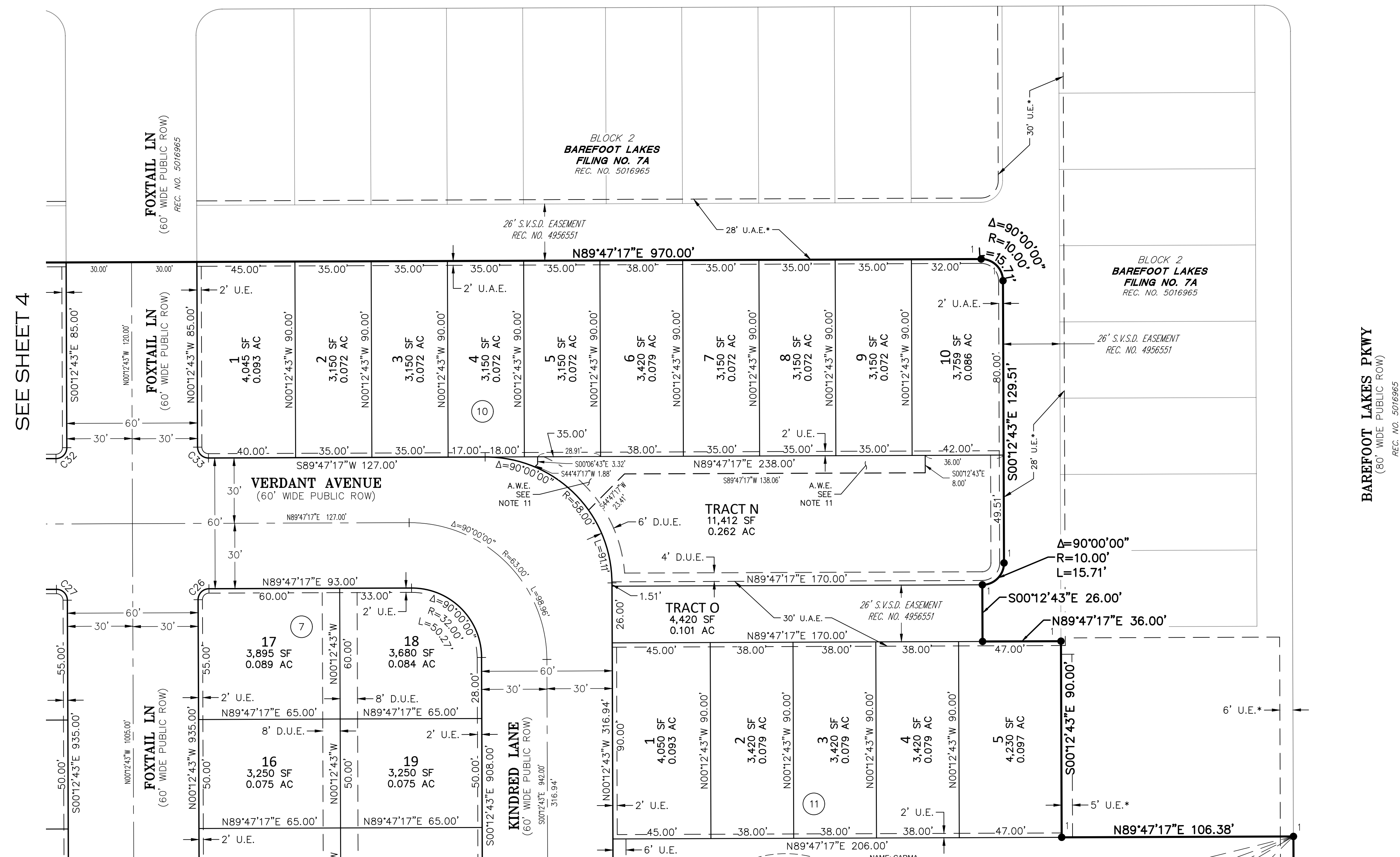
FINAL PLAT

BAREFOOT LAKES FILING NO. 7B

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 5 OF 12
PROJECT NO. FP-24-013

SW 1/4 SEC. 25,
T.3N., R.68W., SIXTH P.M. UNPLATTED

GARDNER PKWY
(80' WIDE PUBLIC ROW)
REC. NO. 5016965

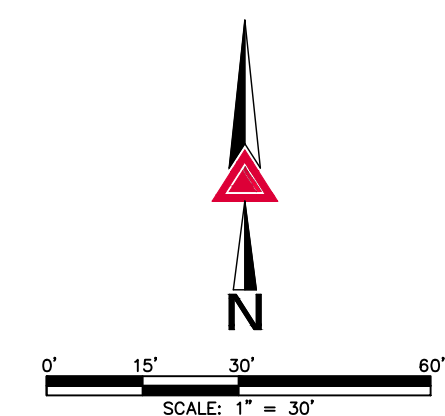


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BLOCK NUMBER

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AND CURVE
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FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7B
Phase Number	N/A
Preparation Date	2024/04/29
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LOT DETAIL PAGE ~ SHEET 5 of 12	

Aztec
CONSULTANTS, INC.

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

DEVELOPER BAREFOOT LLC		DATE OF PREPARATION:	2024-04-02
6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		SCALE:	1" = 30'
		SHEET 5 OF 12	

FINAL PLAT

BAREFOOT LAKES FILING NO. 7B

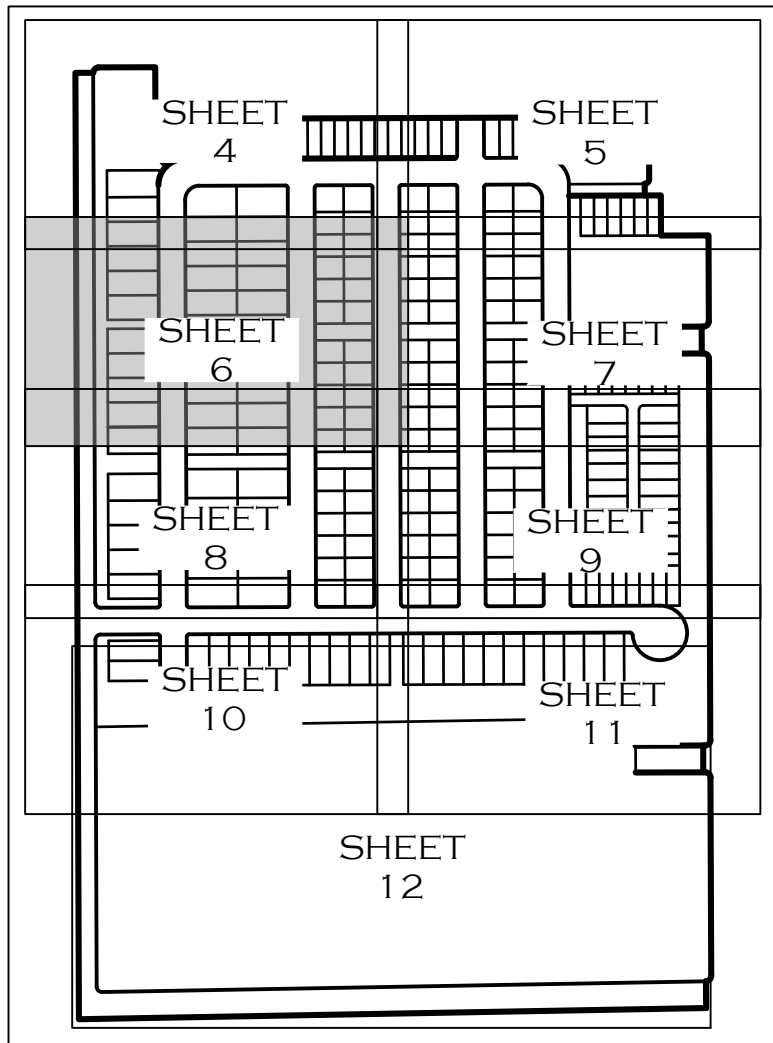
BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
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245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 6 OF 12
PROJECT NO. FP-24-013

SEE SHEET 4

MONUMENT SYMBOL LEGEND

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



KEY MAP
N.T.S.

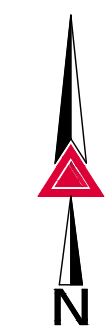
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BLOCK NUMBER

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



SCALE: 1" = 30'



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

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Revision Date	2024/09/12
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LOT DETAIL PAGE ~ SHEET 6 of 12



AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-04-02

SCALE: 1" = 30'

SHEET 6 OF 12

MONUMENT SYMBOL LEGEND

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

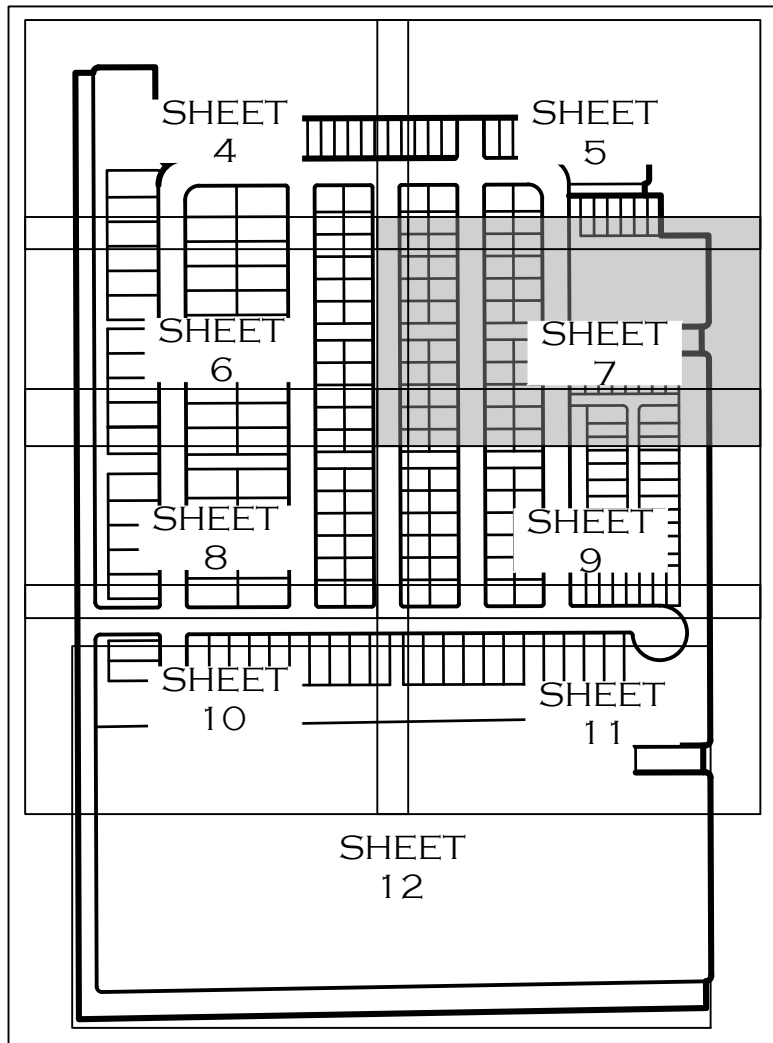
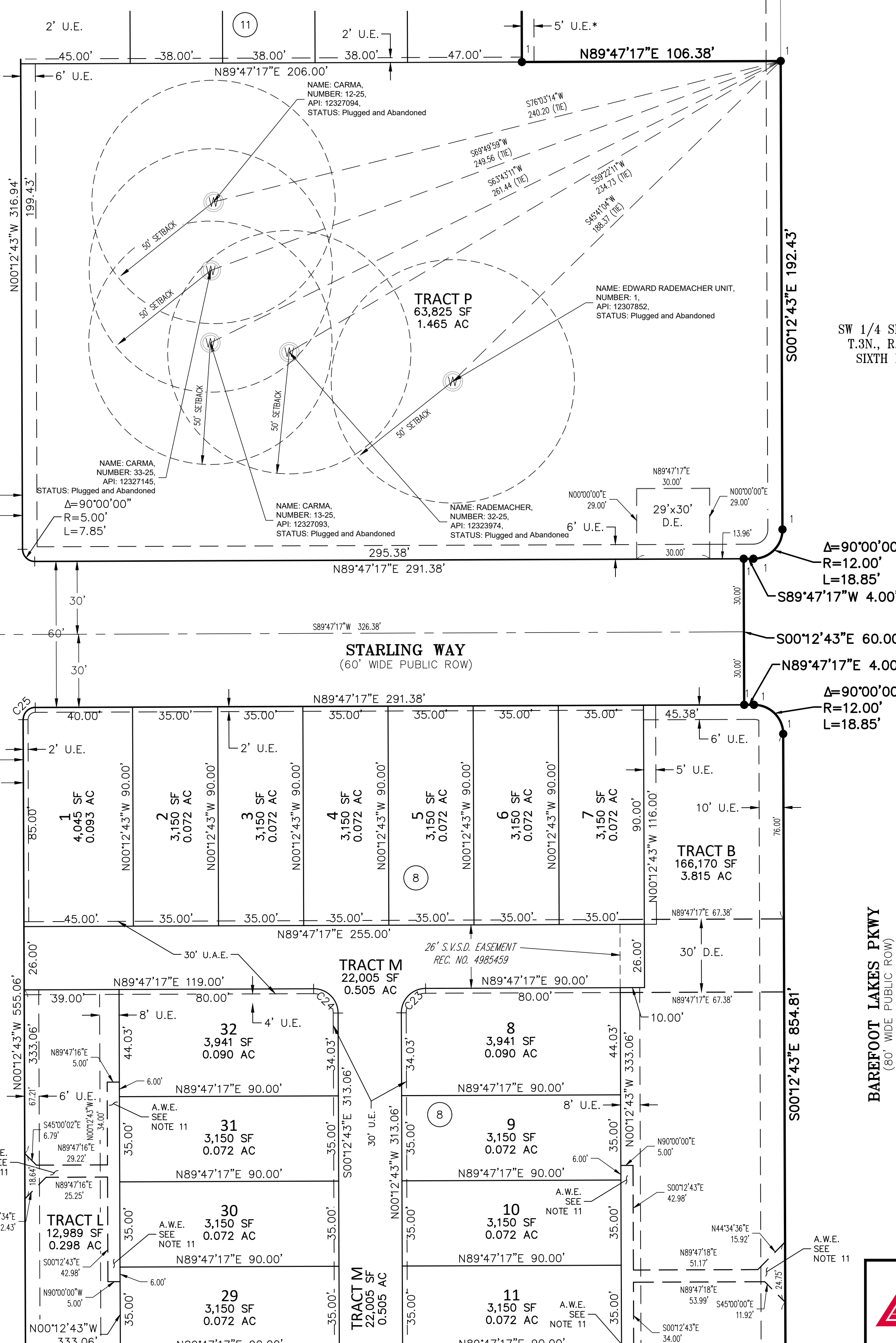
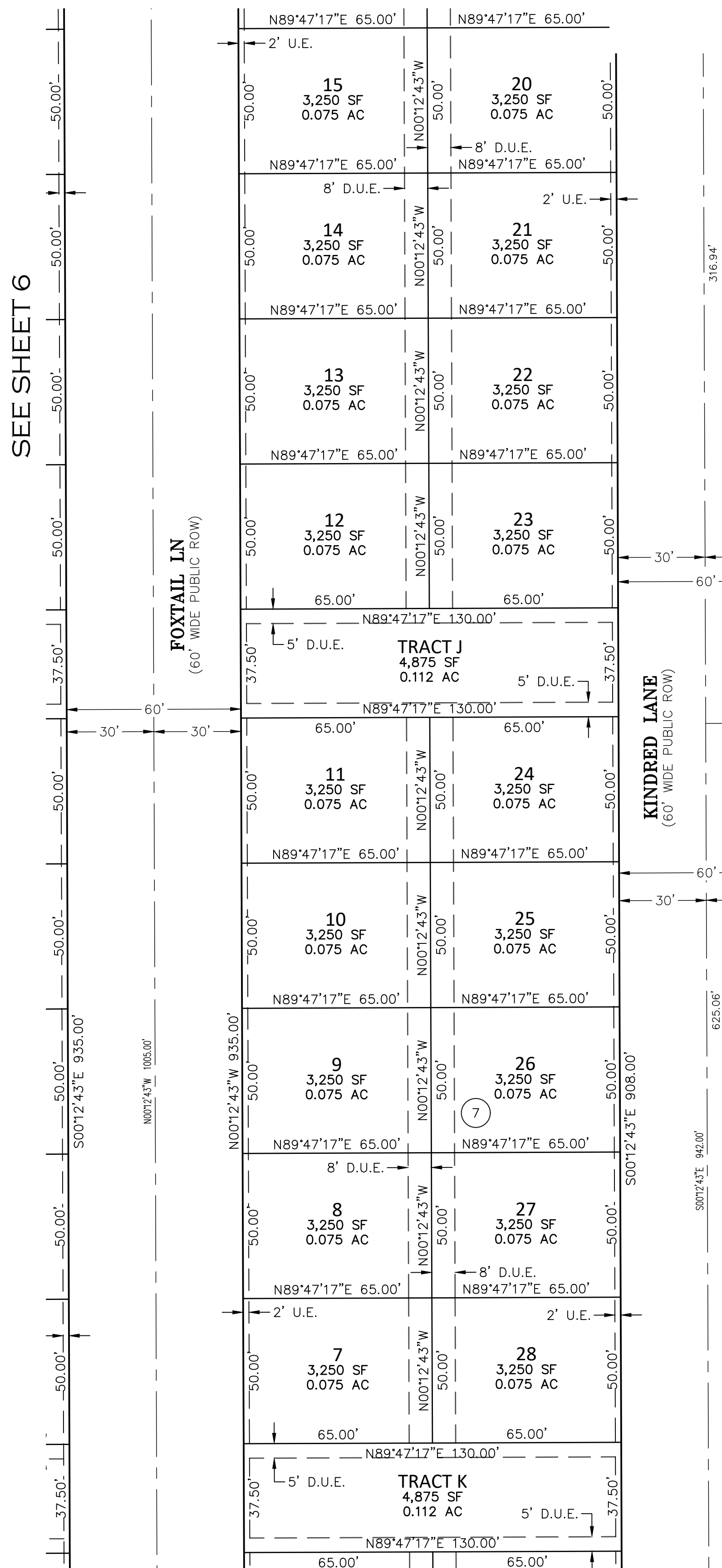
BAREFOOT LAKES FILING NO. 7B

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
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245 RESIDENTIAL LOTS, 17 TRACTS

SHEET 7 OF 12

SEE SHEET 5

PROJECT NO. FP-24-013

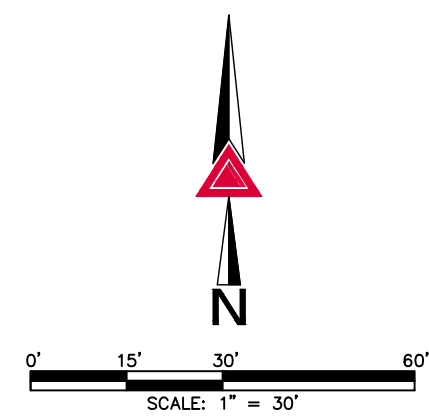


KEY MAP
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SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7B
Phase Number	N/A
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Revision Date	2024/06/27
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LOT DETAIL PAGE ~ SHEET 7 of 12



AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-04-02

SCALE: 1" = 30'

SHEET 7 OF 12

FINAL PLAT

BAREFOOT LAKES FILING NO. 7B

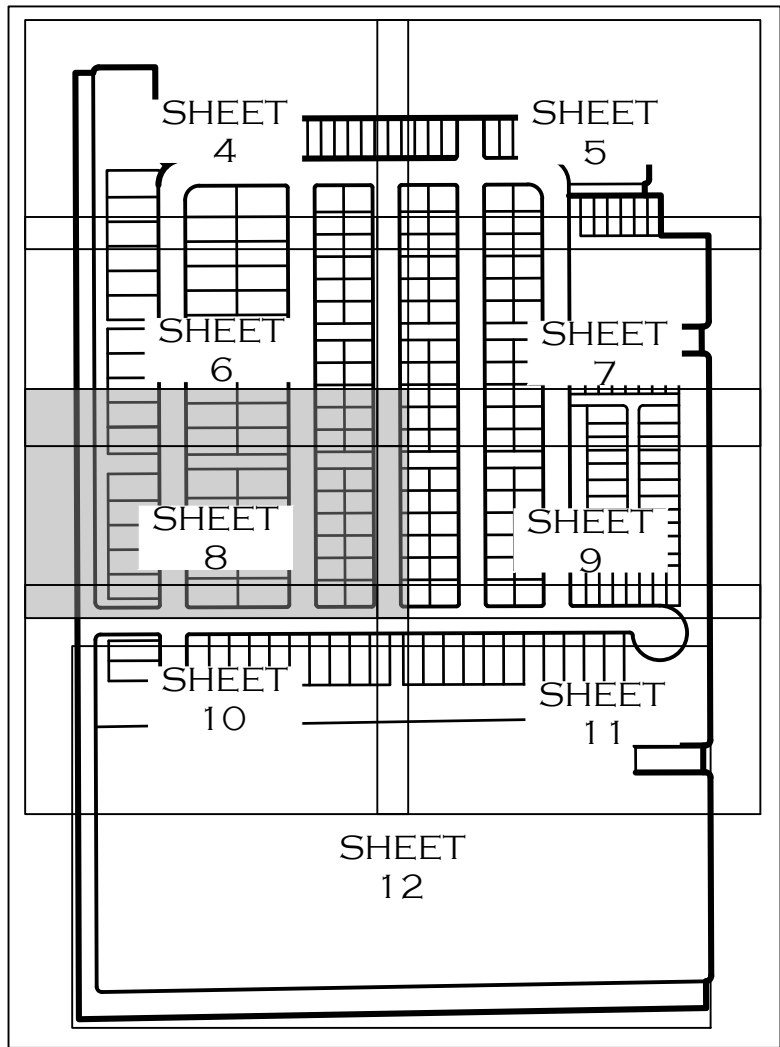
BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
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SHEET 8 OF 12
PROJECT NO. FP-24-013

MONUMENT SYMBOL LEGEND

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

SEE SHEET 6

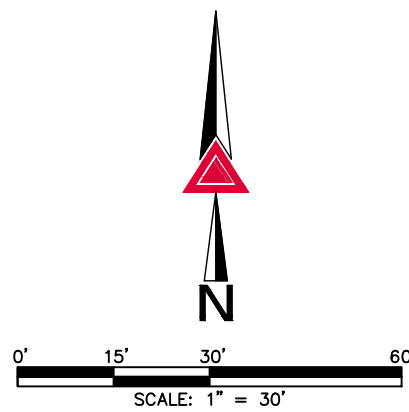


KEY MAP
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SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
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LOT DETAIL PAGE ~ SHEET 8 of 12



AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-04-02

SCALE: 1" = 30'

SHEET 8 OF 12

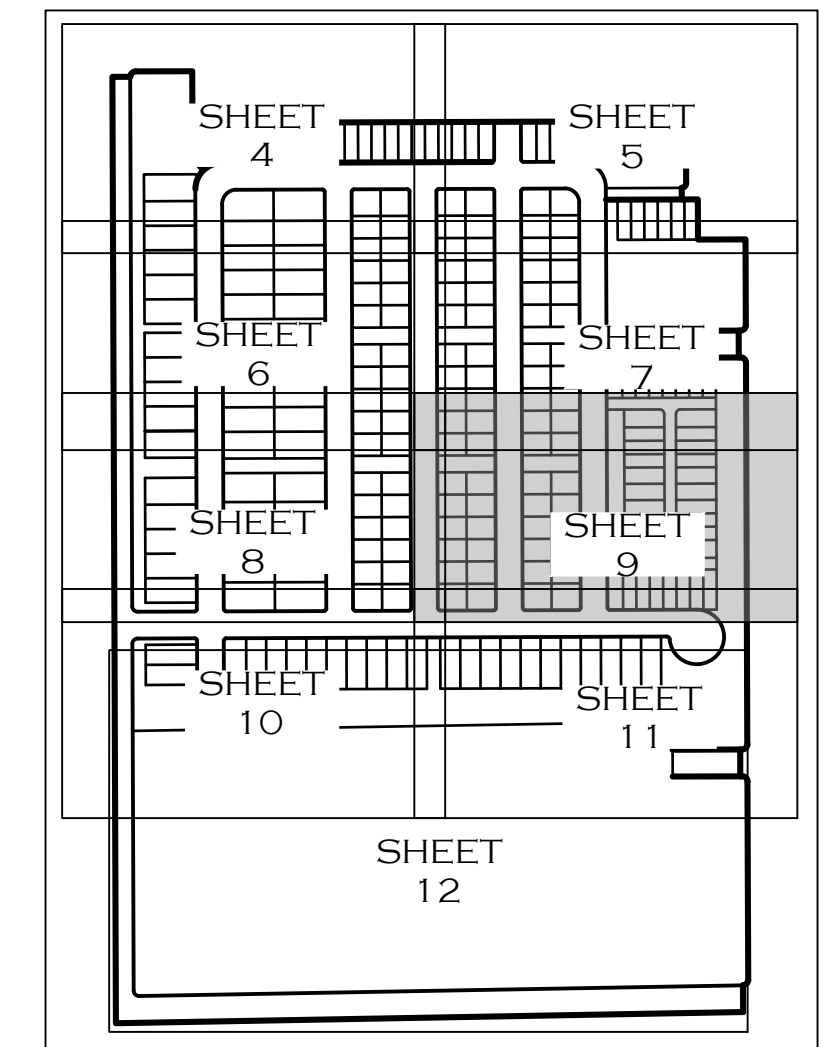
FOUND SECTION CORNER AS SHOWN HEREON

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

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
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TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 9 OF 12

SHEET 9 OF 12

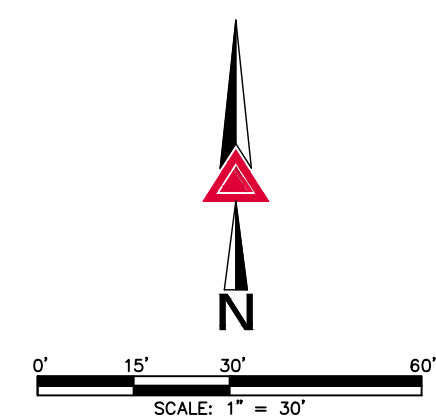
PROJECT NO. FP-24-013



 KEY MAP
N.T.S.

U.E. = UTILITY EASEMENT
U.A.E. = UTILITY &
ACCESS EASEMENT
D.U.E. = DRAINAGE &
UTILITY EASEMENT
A.W.E. = ACCESS & WATER
EASEMENT
D.E. = DRAINAGE EASEMENT
(NR) = NON-RADIAL
* = EASEMENT PER BAREFOOT
LAKES FILING 7A
RECEPTION NO. 5016965
BLOCK NUMBER

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7B
Phase Number	N/A
Preparation Date	2024/04/29
Revision Date	2024/06/27
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Revision Date	2024/09/12
Revision Date	2025/04/30

LOT DETAIL PAGE ~ SHEET 9 of 12



300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.a2teconsultants.com

AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION	2024-04-02
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SCALE: 1" = 30'

SHEET 9 OF 12

FINAL PLAT

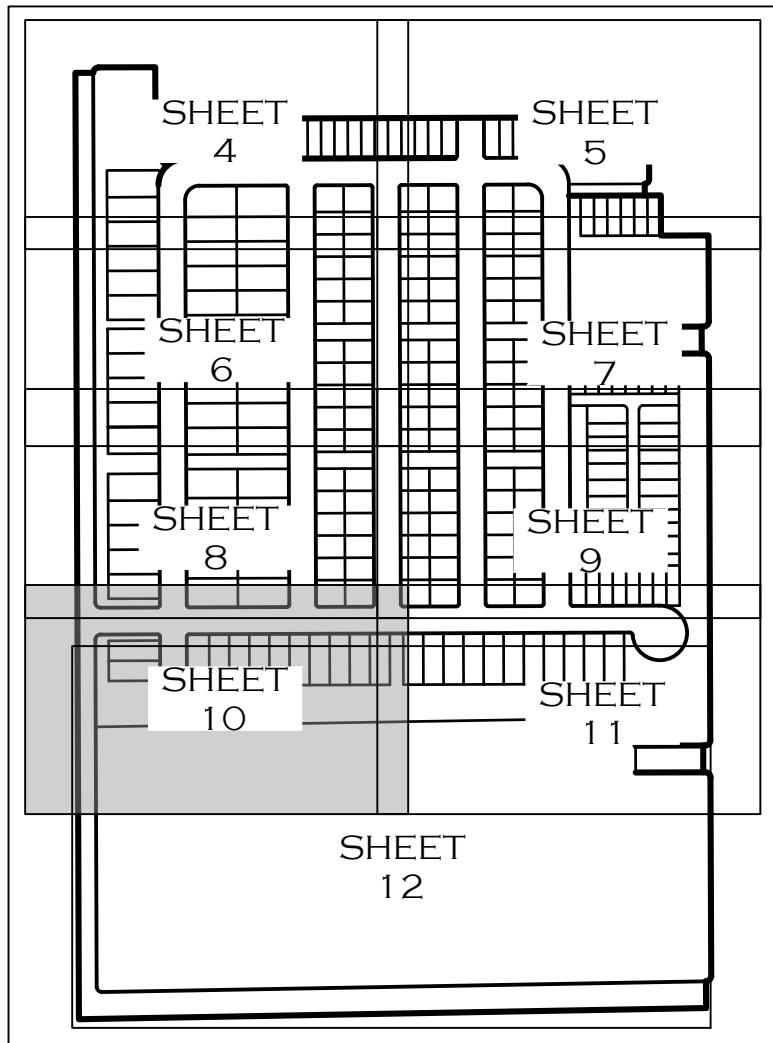
BAREFOOT LAKES FILING NO. 7B

BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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245 RESIDENTIAL LOTS, 17 TRACTS

SHEET 10 OF 12
PROJECT NO. FP-24-013

MONUMENT SYMBOL LEGEND

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

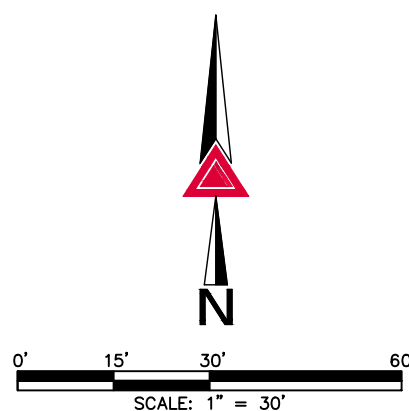


KEY MAP
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SEE SHEET 2
FOR LINE
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TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
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LOT DETAIL PAGE ~ SHEET 10 of 12

DEVELOPER BAREFOOT LLC	DATE OF PREPARATION:	2024-04-02
	SCALE:	1" = 30'
SHEET 10 OF 12		

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

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

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

SEE SHEET 12

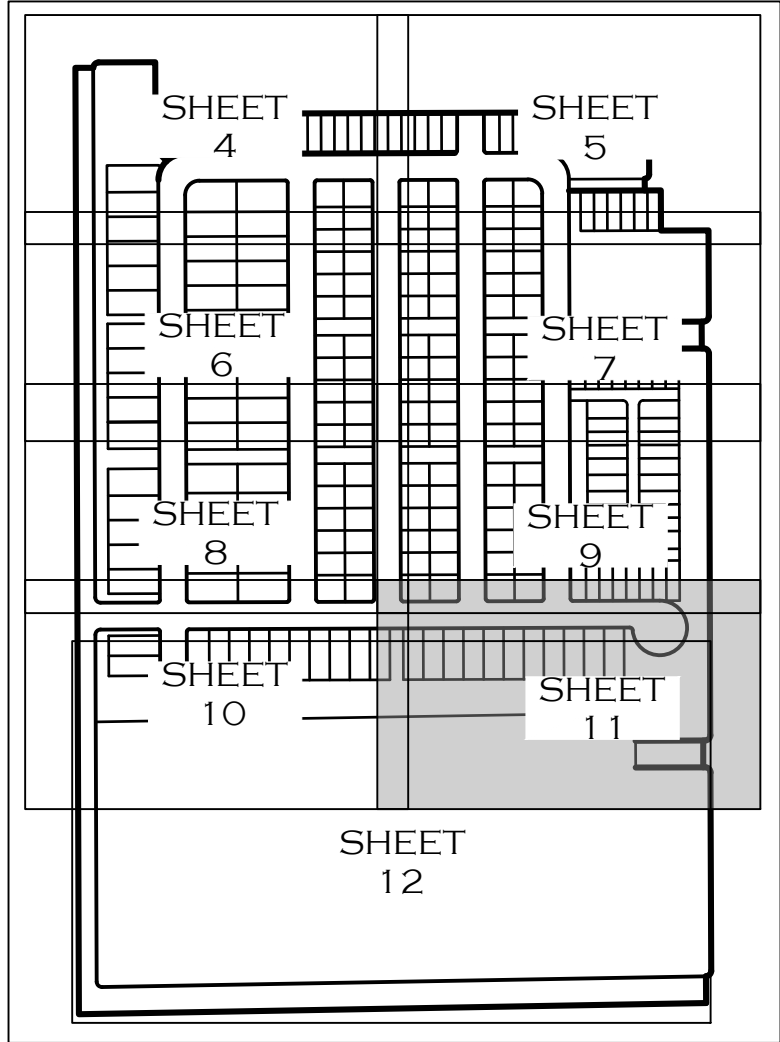
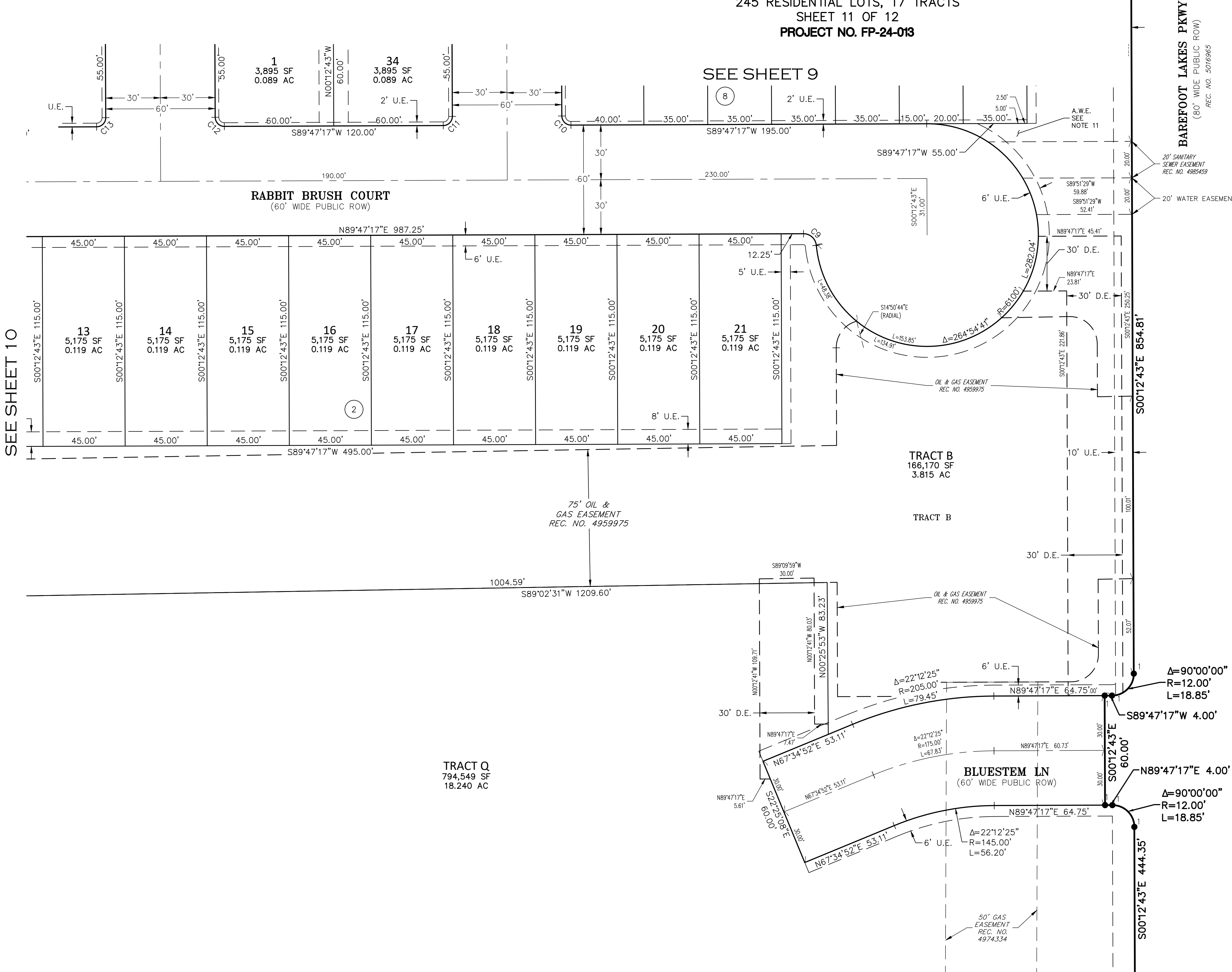
TRACT Q
794,549 SF
18.240 AC

SW 1/4 SEC. 25,
T.3N., R.68W., SIXTH P.M.

SEE SHEET 3

SEE SHEET 11

FINAL PLAT
BAREFOOT LAKES FILING NO. 7B
BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
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245 RESIDENTIAL LOTS, 17 TRACTS
SHEET 11 OF 12
PROJECT NO. FP-24-013



KEY MAP
N.T.S.

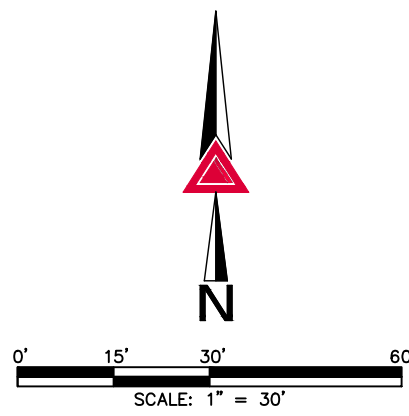
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LOT DETAIL PAGE ~ SHEET 11 of 12



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www.aztecconsultants.com

AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
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(303) 790-6604

DATE OF PREPARATION: 2024-04-02

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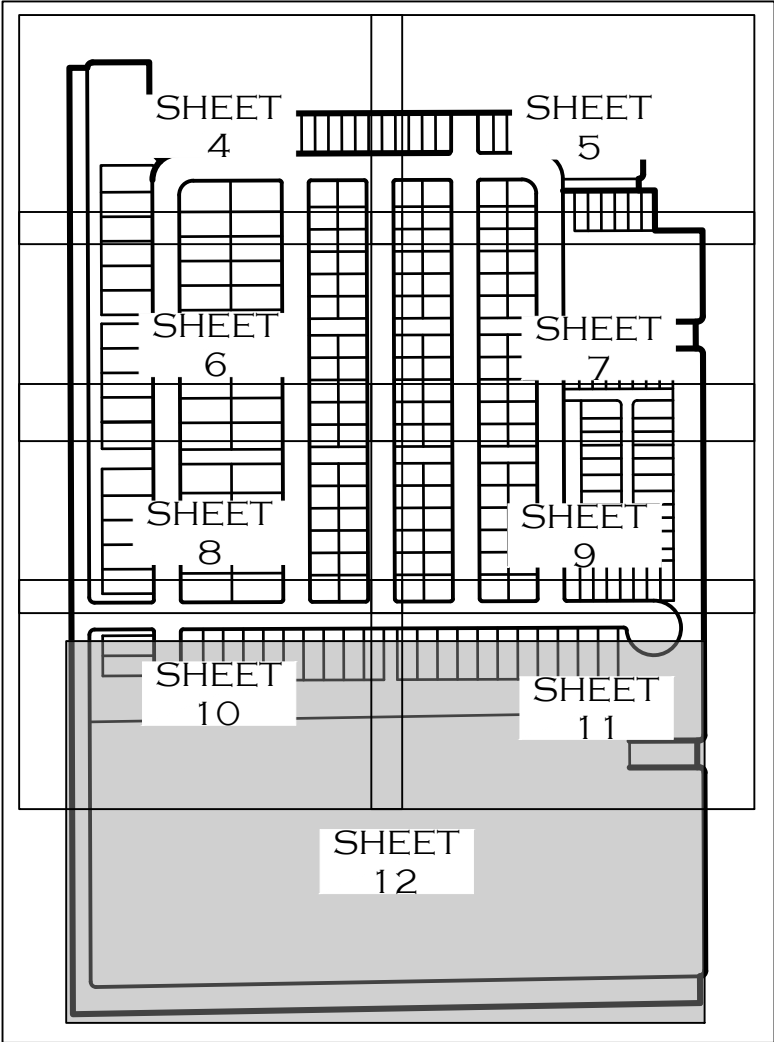
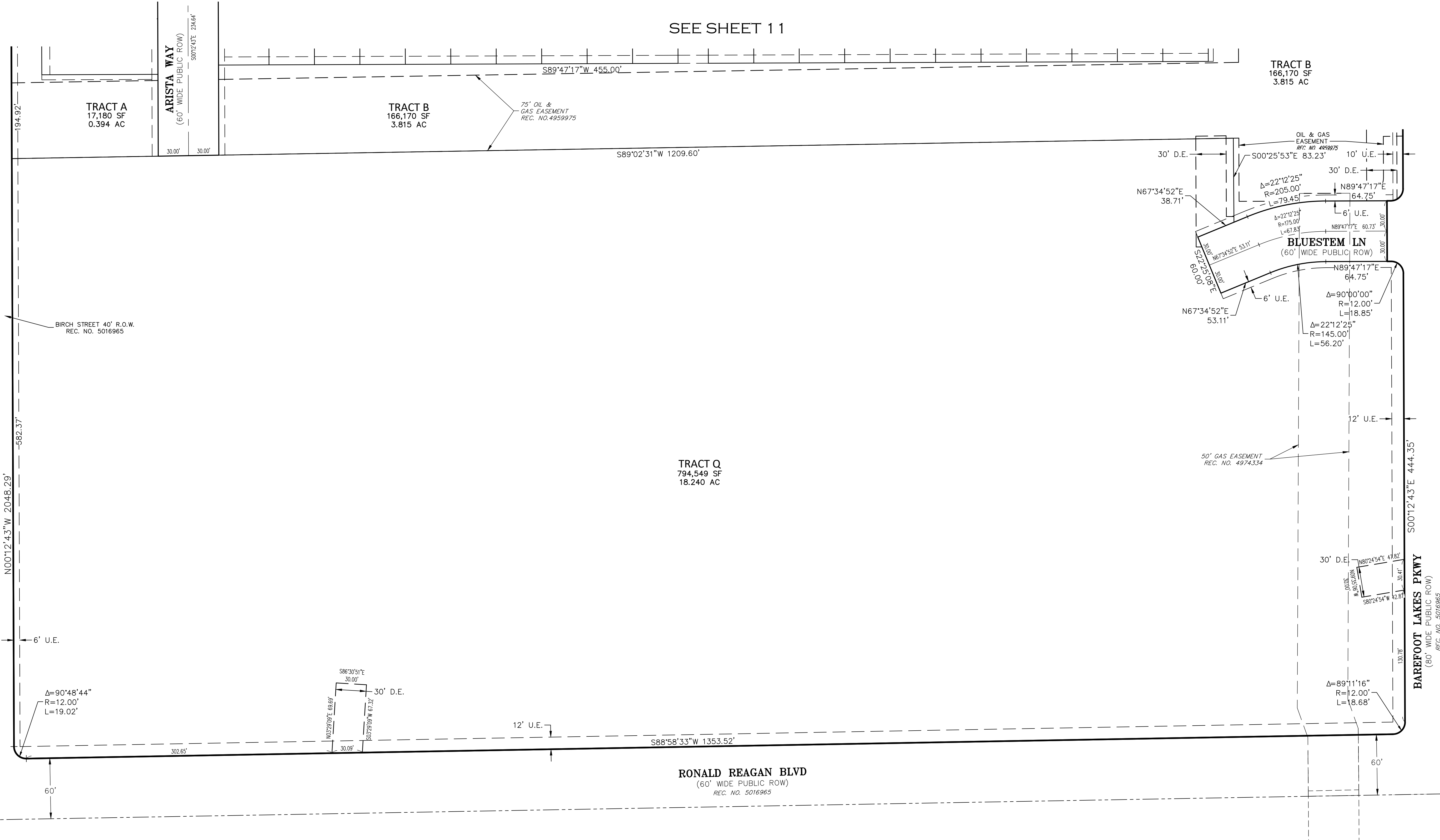
SHEET 11 OF 12

FINAL PLAT
BAREFOOT LAKES FILING NO. 7B
BEING A REPLAT OF TRACT P, BAREFOOT LAKES FILING NO. 7A
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SHEET 12 OF 12
PROJECT NO. FP-24-013

MONUMENT SYMBOL LEGEND

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STAMPED "AZTEC LS 38636"

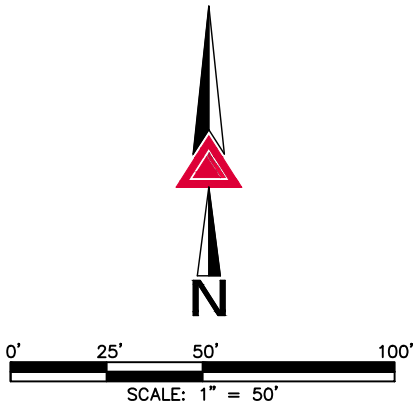


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LOT DETAIL PAGE ~ SHEET 12 of 12

 AzTec Proj. No.: 54822-19 Drawn By: GLW	DEVELOPER BAREFOOT LLC 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604	DATE OF PREPARATION:	2024-04-02
		SCALE:	1" = 50'
		SHEET 12 OF 12	

**BAREFOOT LAKES FILING 7B
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, 9950 Park Avenue, Firestone, Colorado, 80504, hereinafter referred to as “Firestone” or “Town,” and **BAREFOOT, LLC, a Colorado limited liability company**, 6465 S. Greenwood Plaza Boulevard, Suite 700, Centennial, CO 80111, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for Barefoot Lakes Filing 7B (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, the real property included in the Subdivision is subject to is subject to that certain Annexation Agreement dated May 27, 2015 among Subdivider, Town, and St. Vrain Lakes Metropolitan District Nos. 1-4 recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149332 (as amended, the “Annexation Agreement”) and that certain Development and Vested Rights Agreement (Barefoot Lakes Annexation) dated May 27, 2015 between Brookfield, Town, and St. Vrain Lakes Metropolitan District Nos. 1-4 recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149333 (“Development/Vesting Agreement”) and together with the Annexation Agreement, the “Agreements”); and

WHEREAS, The Development will receive water service from the Little Thompson Water District (“Little Thompson”) per the Will Serve Letter dated October 15, 2004 and subsequent agreements, pursuant to Section 29-20-301 C.R.S. et seq.; 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 prior to Initial Acceptance. 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 approved by the Little Thompson Water District.

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, St. Vrain Lakes Metropolitan District No. 1, 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 the Warranty Period 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, , 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

1. Filing 7A Public Improvements

All Public Improvements included in the Barefoot Lakes Filing 7A Subdivision Agreement dated XXXXX, XX, 2025 shall have received Initial Acceptance from the Town prior to the issuance of the first building permit in this Development.

2. Birch Street (WCR 11) and Highway 66

Pursuant to the Barefoot Lakes Filing 7 Traffic Study dated September 5, 2024, a mast arm traffic signal will be warranted at the intersection of Birch Street (WCR 11) and Highway 66 with this Development only with the development of the proposed Grand Meadows subdivision. Should the Grand Meadows Subdivision develop and construct the signal, Owner agrees to reimburse the Grand Meadows Subdivision 25% of the final cost of the signal. Payment shall be made within 60 days of the Town certifying the final cost of the signal. If the Grand Meadows Subdivision does not develop or construct the signal, Owner will not be responsible for construction of the signal until it is warranted with a future filing.

B. Phasing Map (“Exhibit D”)

This Development shall be constructed as a single phase.

C. Dedication of Open Space

Owner has satisfied the Open Space dedication requirements through the dedication of the following tracts which are designated as open space as follows: Tract A of Barefoot Lakes Regional Park Filing 1; Tract C of Barefoot Lakes Filing 2, 1st Replat, Tract F of Barefoot Lakes Filing 4; Tracts F, H & L of Barefoot Lakes Filing 5; and Tracts D, E, & F of Barefoot Lakes Filing 6.

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct Park, Landscape, and Trail Improvements on Tracts A through L, N and P as shown on the accepted construction plans.

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

Tracts A through L, N, and P 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. Before Owner begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Owner shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town's Standards and Specifications including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities, and all such work shall be inspected and approved by the Town. Owner shall furnish to the Town record drawings or "as-builts" and proof of LTWD's acceptance of all water lines prior to Initial Acceptance of all Public Improvements.

I. Impact Fees

1. Prior to recording the Final Plat for Barefoot Lakes Filing 7B, Owner shall pay to the Town:
 - (a) The Town's Drainage Impact Fee for each lot and any tract(s) of land platted of record within the Development and in accordance with Section 13.11.040 of the Code.
2. *Impact Fee Rates.* The rates for the Town's Drainage Impact Fees to be paid by Owner under this Agreement are as follows:
 - (a) For the Drainage Impact Fee, the amount of \$1,665.60 or at such rate for "developed" land as established in the fee schedule adopted by the Board of Trustees by resolution currently in effect as of the date of payment, whichever is greater.
3. The Town will not issue a building permit for any improvements on any lots or tracts within the Development until all Drainage Impact fees for all such parcels of land have been paid in full.
4. Except for the Drainage Impact Fees above, the additional impact fees that will be applied to each platted lot within the Development are those impact fees set forth in Exhibit E of the Annexation Agreement, adjusted for inflation as therein provided. Payment of such fees shall not constitute a waiver of rights to pursue a credit or refund pursuant to Ordinance No. 1033 *An Ordinance of the Board of Trustees of The Town of Firestone, Colorado, Repealing and Reenacting, Chapter 3.20 of the Municipal Code of the Town of Firestone Pertaining to Development Impact Fees and Funds.*

5. Nothing in this Agreement shall be construed to limit or estop future legislative actions by the Town and, more specifically, legislatively creating new impact fees and imposing those fees upon all development within the Town, including this Development and any future development applications relating to the remainder of the Barefoot Lakes development property.

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.

K. Ground Water Dedication

This Development is located within the service area of the Little Thompson Water District. Notwithstanding the provisions of Section X.A., Owner shall not be obligated to convey any water rights to the Town.

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 a defaulting party does not cure a default in the performance of its obligations under this Agreement within 15 days after written notice of such default from the non-defaulting party (or in the case of a default that would reasonably take more than 15 days to cure, if the defaulting party fails to undertake substantial action to cure such default within such 15 day period or thereafter fails to diligently pursue completion of such cure), the non-defaulting party will have all remedies available to it at law or in equity.

If, following Firestone’s delivery of written notice of default to Owner and the expiration of the applicable cure period set forth in this Section X.B, 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, following Firestone's delivery of written notice of default to Owner and the expiration of the applicable cure period set forth in this Section X.B, 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

Barefoot LLC

Town Manager
9950 Park Avenue
Firestone, CO 80504

Project Manager:| Land & Housing
Development
6465 Greenwood Plaza Blvd #700
Centennial, CO 80111

William P. Hayashi
Williamson and Hayashi, LLC
1650 38th Street, Suite 103
Boulder, CO 80301

Cameron A. Grant
Lyons Gaddis, P.C.
515 Kimbark Street
Longmont, CO 80501

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, except as otherwise expressly set forth herein. 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 Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Keith Martin, Town Attorney

OWNER:
BAREFOOT LLC

By: _____
Name: _____
Title: _____

and

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by {Name}, as {Title} and {Name}, as {Title} of Barefoot LLC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – BAREFOOT LAKES FILING 7B FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

Barefoot Lakes Filing 7B Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Fee In Lieu due Firestone:

1. None

Fee in Lieu due Owner:

1. None

Fee in Lieu due Others:

1. Should the Grand Meadows Subdivision construct a traffic signal at Birch Street (WCR 11) and Highway 66, Owner agrees to reimburse 25% of the final cost to the owner of the Grand Meadows Subdivision.

EXHIBIT D

Phasing Plan

This Development shall be constructed as a single phase.

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

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

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

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

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

PROPERTY WITHIN DISTRICT

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

PROPERTY WITHOUT DISTRICT

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

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

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

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

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

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

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

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Presentation

Meeting Date: May 14, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Scholarship Presentation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Presentation

Meeting Date: May 14, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Building Safety Month Proclamation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Presentation

Meeting Date: May 14, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

2024 Administration Report

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: May 14, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-51: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVEY RESOURCES INC FOR A TREE INVENTORY

RECOMMENDATION

Staff recommends approval of Resolution 25-51, authorizing the execution of a Professional Services Agreement with Davey Resource Group, Inc. for tree inventory services and software, 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

With the proposed Resolution 25-51, the Town Forester seeks to contract the services for a Tree Inventory to establish a baseline understanding of the Town's urban forest. This effort will support informed decisions related to tree management, planning, and future plantings.

Davey Resource Group, Inc. was selected from the quotes received by the staff. The inventory will include detailed information on the location, species, and condition of all trees within the Town, as explained in the scope of services. In addition to the physical inventory being completed, the Town will have access to software to assist with future tree inventory management.

The contract is for an amount not to exceed \$28,000.00 for the inventory services and \$3,600.00 for software.

FINANCIAL CONSIDERATIONS

This Agreement is for \$28,000.00 for tree inventory services and \$3,600.00 for software, which will be paid for by the General Fund Parks Division account and was included in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2024, staff presented the inventory as part of the proposed budget for 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-51 Tree Inventory Services
2. AGREEMENT FOR PROFESSIONAL SERVICES DRG041825 (002)
3. Firestone Scope of Work

RESOLUTION NO. 25-51

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVEY
RESOURCES INC FOR A TREE INVENTORY**

WHEREAS, to establish a baseline of the Town of Firestone's ("Town") urban forest and enable informed decisions regarding the management, planning and planting of trees within the urban forest the Town is in need of a Tree Inventory which is a detailed report by a certified arborist which lists and describes all trees and their location within the Town; and

WHEREAS, to perform such task the Town solicited quotes from three qualified providers and selected Davey Resources Inc ("Davey") as lowest responsive and responsible bidder; and

WHEREAS staff recommend that the Board of Trustees approve the selection of Davey to perform the Town's 2025 Tree Inventory.

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

The Professional Services Agreement between the Town of Firestone and Davey Resources Inc for the Town's 2025 Tree Inventory 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 14th day of May, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **DAVEY RESOURCE GROUP, INC** an independent Contractor with a principal place of business at 295 S. Water Street, Kent, Ohio 44240 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **2025 Tree Inventory**.
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$28,000 for inventory and \$3,600 for software. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.
- B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the software, documents and data to be provided by Contractor under the Agreement may contain, trade secrets, privileged information, confidential commercial data, certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

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

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

Contractor of Contractor .

- B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor 's obligation to indemnify and hold harmless the Town may be determined only after Contractor 's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).
- C. Notwithstanding anything to the contrary, in no event will either party be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages.

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers,

-
- attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.
- M. Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither party shall be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, as the result of a force majeure event which includes for example,: acts of God, flood, fire, earthquake, hurricane, epidemic, pandemic explosion, war, invasion, hostilities, terrorist threats or acts, riots, embargoes, blockades, or other similar events beyond the reasonable control of the parties.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

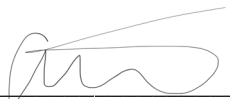
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Town Attorney

DAVEY RESOURCE GROUP, INC.

By:



Amber Krebbers , Regional Operations Manager

EXHIBIT A SCOPE OF SERVICES

Contractor 's Duties

See attached Scope of Services provided by Contractor for tree inventory and software.

January 10, 2025

Ryan Alolor
Town Forester
Town of Firestone

RE: Tree Inventory Scope and Pricing

Dear Ryan,

Thank you for contacting Davey Resource Group, Inc. “DRG” regarding a tree inventory and TreeKeeper software. To support your objectives to inventory your town’s trees, DRG is pleased to present this scope of work. Through DRG and our dedicated team of arboricultural specialists, you will be assured of quality arborist services and professional assessments to help you achieve your long-term goals.

Project Approach

It is our understanding that DRG will collect trees in the town’s parks, and then along selected streets. We will use an ISA Certified Arborist to collect the data for the project. Prior to the start of the project, DRG will hold a kickoff meeting. This will assure that we are in agreement on the collection specification, the routing of the arborist(s), and the communication parameters. Once we conduct that meeting, we will meet in the field to calibrate the information we will be collecting so that your expectations are met.

We will collect the following data:

1. **Address/Location**—DRG identifies the location of each tree by the following attributes.
 - a. X and Y coordinates in the desired format.
 - b. *Park Name*. The name of the park (where applicable).
2. **Species**—DRG names trees by genus and species using both botanical and common names. If species cannot be determined, genus only will be recorded.
3. **Tree Size**—DRG’s urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting at or below 1 Foot (Yes/No). In cases where trees have multiple stems at 1 foot, DRG will collect the diameter of the largest stem unless otherwise directed.
5. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Good*. Tree shows no significant problems.
 - b. *Fair*. Tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor*. Tree has significant problems that are irrecoverable.
 - d. *Dead*. Tree shows no sign of life.
 - e. *N/A*. Used for vacant sites and stumps.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs.
 - a. *Priority 1 Removal*. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large

percentage of dead crown, and pose a potentially elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that could be high liability risks are included in this category. These trees are the first ones that should be removed.

- b. *Priority 2 Removal.* Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority 1" trees are removed.
 - c. *Priority 3 Removal.* Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
 - d. *Priority 1 Prune.* Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees typically have larger deadwood and/or are usually located in high use areas (playgrounds, sports fields, facilities, roads, parking lots, etc.).
 - e. *Priority 2 Prune.* These trees have dead, dying, diseased or weakened branches that should be addressed following Priority 1 pruning work. These trees typically have smaller deadwood and/or are usually located in lower use areas (open fields, wooded paths, etc.).
 - f. *Train.* Pruning of young or medium-aged trees to improve tree and branch architecture. These trees can typically be pruned from the ground using a pole pruning tool.
 - g. *Routine Prune.* At the time of inventory, these trees are the lowest priority for pruning. They will require routine pruning or management for tree health or aesthetic appearance. Trees assigned this category can have small deadwood and clearance issues requiring action.
 - h. *Stump Removal.* This category indicates a stump that should be removed. DRG will not collect new stumps during this inventory but will record if a previously collected tree has been removed and a stump remains.
 - i. *Plant.* This category indicates a tree should be planted. DRG will not collect vacant planting sites during this inventory but will record if a previously collected tree has been removed.
7. **Defect**—DRG records the most significant defect for each tree. Defects are limited to the following to align with the ANSI A300 (Part 9) industry standard and associated *International Society of Arboriculture Best Management Practices—Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017):
- a. Dead and dying branches.
 - b. Broken and/or hanging branches.
 - c. Branch attachment (adventitious, codominant, multiple, overextended).
 - d. Trunk condition (canker, bulges, ridges).
 - e. Cracks.
 - f. Decay or cavity (large trunk wound).
 - g. Tree architecture (lean, bows, taper, live crown ratio).
 - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).
 - i. Other (see site comments).
 - j. No significant defect.
 - k. N/A (default for stumps and vacant sites).
8. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
- i. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - ii. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - iii. Advanced risk assessment (e.g., a tree with a defect needing additional or specialized equipment for investigation).

- iv. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - v. None.
9. **Overhead Utilities**—For each tree or site, DRG records if overhead utilities are present (Yes/No).
10. **Comments**—Any additional comments will be noted here; very limited use.
11. **Date of Inventory**—The date the DRG urban forester collected the data.

QUALITY CONTROL AND QUALITY ASSURANCE

To ensure the accuracy of the data, the team employs several quality control checks consisting of hot and cold data checks during fieldwork. Hot checks involve the urban foresters working together and collecting the same data to ensure consistency. In cold checks, the urban foresters review a sample of each other's data to identify any inconsistencies. Any necessary corrections are made to ensure that you receive consistent and accurate data communicated to you. After the data collection is complete and before final delivery, a series of queries and checks are run to verify the data's correctness. Any identified errors are addressed before delivering the data to you and your representatives.

DATA DELIVERY

At the end of data collection and final QC checks, we provide the data in the TreeKeeper® system, which has the ability to export data in shapefiles and excel formats at any time.

PROJECT TIMING

Based on contract completion, DRG is able to provide these services within 90 days. We anticipate that the inventory will take approximately 21 days to complete.

TreeKeeper®

Once the inventory is completed, we will deliver your TreeKeeper system that includes all of your data. We will give you a brief tutorial on how to use the system. Additional training is available if needed.

Experience and Expertise

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs, and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact Lianna Walsh or me with any questions.

Sincerely,



Dana Karcher
Project Developer
dana.karcher@davey.com
661-961-7158
www.daveyresourcegroup.com



Lianna Walsh
Project Manager
lianna.walsh@davey.com

Pricing

Firestone CO Tree Inventory

DESCRIPTION OF SERVICE	CONTRACT TYPE	PRICE
Tasks 1: Tree Inventory (Inventory of up to 2,000 sites)	Firm-Fixed Price ▾	\$16,805
Task 2: Tree Inventory beyond 2,000 sites (billed at a per tree price)	Firm-Fixed Unit Price ▾	\$8.40 per tree
Task 3: TreeKeeper Software	Firm-Fixed Price ▾	\$3,600
Project Total		\$20,405

INVOICING METHOD

How would you like to receive invoices for this project?

☐

Mail: Invoice(s) will be mailed to the address listed on page 1 of this proposal.

☐

E-mail: Invoice(s) will be emailed to:

Other: Please provide instructions below:

INSURANCE REQUIREMENTS

Certificate Holder Name and Address (if different than listed on page 1 of the proposal):

List of Additional Insured Entities:

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Discussion/Action

Meeting Date: May 14, 2025

Initiated By: Eli Betz

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-49: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION CONTRACT FOR PHASE 3 OF THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2

RECOMMENDATION

Staff recommends that the Board approve Resolution 25-49.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the resolution.

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

Denial: The Board moves to deny the resolution.

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

SUMMARY

Approval of the proposed Resolution 25-49 will authorize a change order to the construction contract between the Town of Firestone and EZ Excavating. This change will expand the project scope to include full-depth asphalt removal and replacement and sidewalk repairs on 2nd and 3rd Streets between Wooster Avenue and Jackson Avenue. Staff includes bid alternates with each year's base bid, and due to current budget savings, the Town can complete a bid alternate originally planned for a future year, with this year's project.

In addition, sidewalk quantities along Berwick will be increased to replace non-standard sections with standard Town-compliant designs, enhancing ADA accessibility in the historic downtown area.

The Town issued a Request for Bids in January 2025 for the Historic Firestone Waterline and Roadway Replacement Phase #3, Project #2. Following the bidding process, EZ Excavating was awarded a contract for a not-to-exceed amount of \$1,418,712.00, well below the original project budget of \$2,321,455.00. The cost savings allow for additional infrastructure improvements in the historic area. The proposed change order totals \$483,340.00, bringing the revised total project cost to \$1,902,052.00, which remains \$419,403 under budget.

This change order provides an opportunity to incorporate work originally planned for future projects into the current year's scope while remaining well under this year's budget. It also positions future projects to accomplish more with the available funding.

FINANCIAL CONSIDERATIONS

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included \$1,080,000 for Historic Firestone Roadway Replacement and \$1,241,455 for Historic Firestone Waterline Replacements. The Total project budget is \$2,321,455. The total project costs with this change order will be \$1,902,052.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included projects for Historic Firestone Waterline and Roadway Replacements, as well as Resolution 25-29, which included the construction contract for the Historic Waterline and Roadway Replacement Phase #3, Project #2.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-49 Historic Firestone Waterline Project No 2 Phase 3 CO #1
2. Historic Waterline Replacement Project 2 Phase 3 CO #01 Compiled

RESOLUTION NO. 25-49

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION
CONTRACT FOR PHASE 3 OF THE HISTORIC FIRESTONE WATERLINE AND
ROADWAY REPLACEMENT PROJECT NO. 2**

WHEREAS, the Town of Firestone entered into a Construction Contract (“Contract”) with EZ Excavating, Inc. to serve as the contractor for the Town’s Phase 3 of the Historic Firestone Waterline and Roadway Replacement Project No. 2 (the “Project”); and

WHEREAS, in addition to the work set forth in the Contract, the Parties agree that Phase 3 of the Project will also require additional full depth pavement replacement on Third Street where new mains are not being planned.

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

Change Order No. 1 to the 2025 Construction Contract between the Town of Firestone and EZ Excavating Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Change Order on behalf of the Town.

PASSED AND ADOPTED this 14th day of May, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

MEMORANDUM

DATE: May 7, 2025

TO: Eli Betz, PE– Town of Firestone
FROM: Jason Wooldridge, PE – Ditesco
Stephen Rencher, PE – Ditesco

RE: Town of Firestone Project #2 Phase 3- Historic Firestone Waterline Replacement Project #W2024-9561
Change Order No. 01

The information shown below summarizes items to be contained within Change Order no. 01 for the above referenced project. The change order items are summarized in the attached log with supporting documentation for each item.

Description of Changes

This change order provides an addition of Phase 9 surface restoration scope to Phase 3 as per attached drawings. In addition to this, 2000 LF of sidewalk replacement work has been added to the scope of this phase.

Change in Contract Amount

There is a net INCREASE to the contract of \$483,340.00. See below.

Original Contract Value				\$1,418,712.00
Previous Change Order(s)				\$0
Previous Contract Amount				\$1,418,712.00
Change Order No. 1 Summary				
Item	Description	Quantity	Unit	Amount
1	Mobilization	1	LS	\$13,000.00
2	Traffic Control	1	LS	\$20,000.00
3	Erosion Control Management	1	LS	\$10,000.00
4	Asphalt Milling (2")	2800	SY	\$10,500.00
5	Excavation	800	CY	\$15,000.00
6	Concrete Sidewalk Removal	2680	LF	\$33,500.00
7	Re-conditioning	2800	SY	\$10,640.00
8	Subgrade Stabilization	400	SY	\$32,900.00
9	Aggregate Base Course	1120	TON	\$33,600.00
10	Concrete Sidewalk Placement	2500	LF	\$187,500.00
11	Reinforced Concrete Sidewalk Placement	180	LF	\$18,000.00
12	HMA Grading S-75 64-22 (Bottom Lift)	2800	SY	\$62,300.00
13	HMA Grading SX-75 64-22 (Top lift)	2800	SY	\$36,400.00
Change Order 01 Total				\$483,340.00
Revised contract amount (including this change order)				\$1,902,052.0
Total change order(s) as a percentage of original contract amount				25.41%

Change in Contract Time: There is a 0-day INCREASE in Contract Time.

Contract Time Summary		
Contract Milestone	Original Contract Date	New Contract Date
Substantial Completion	June 25, 2025	June 25, 2025
Total days added by change order (substantial completion):		0 calendar days

CHANGE ORDER NO. 1

DATED: April 30, 2025

TO: EZ Excavating

PROJECT: Historic Firestone Waterline Replacement Project #2 Phase 3

PROJECT NUMBER: W2024-9561

OWNER: Town of Firestone

You are hereby requested to comply with the following changes from the Agreement.

DESCRIPTION OF CHANGES		DECREASE	INCREASE
		<u>Contract Price</u>	<u>Contract Price</u>
1	Full depth restoration of 2nd and 3rd St between Wooster Ave and Jackson St, partial sidewalk restoration, per attached plans		\$ 308,340.00
2	Additional Sidewalk improvements along Berwick Ave		\$ 175,000.00
TOTALS		\$ -	\$ 483,340.00

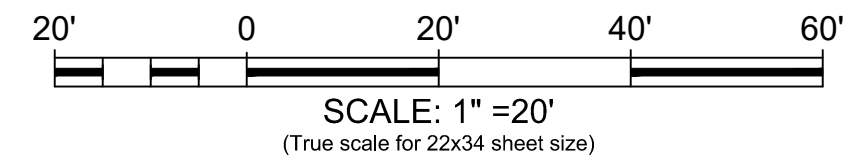
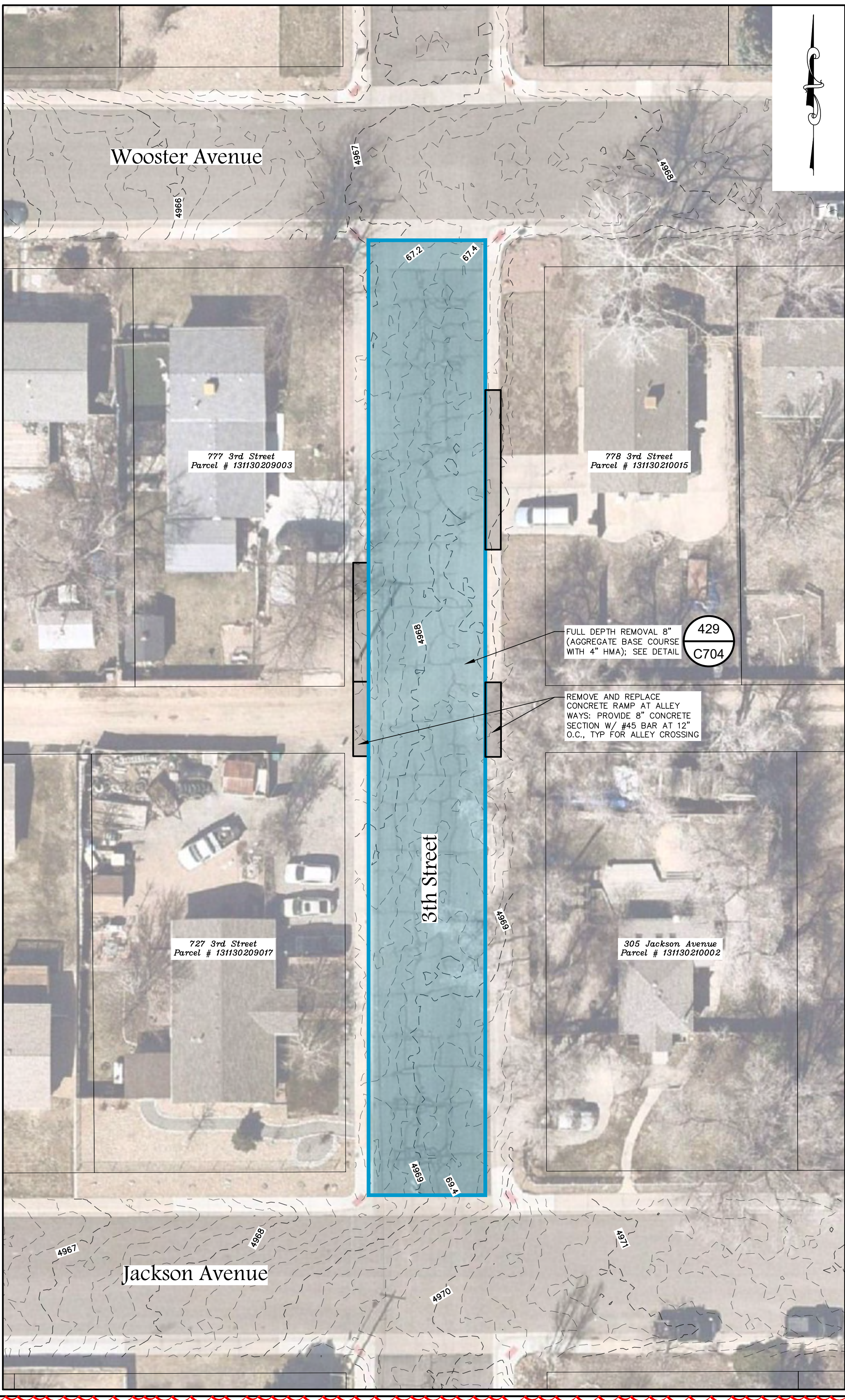
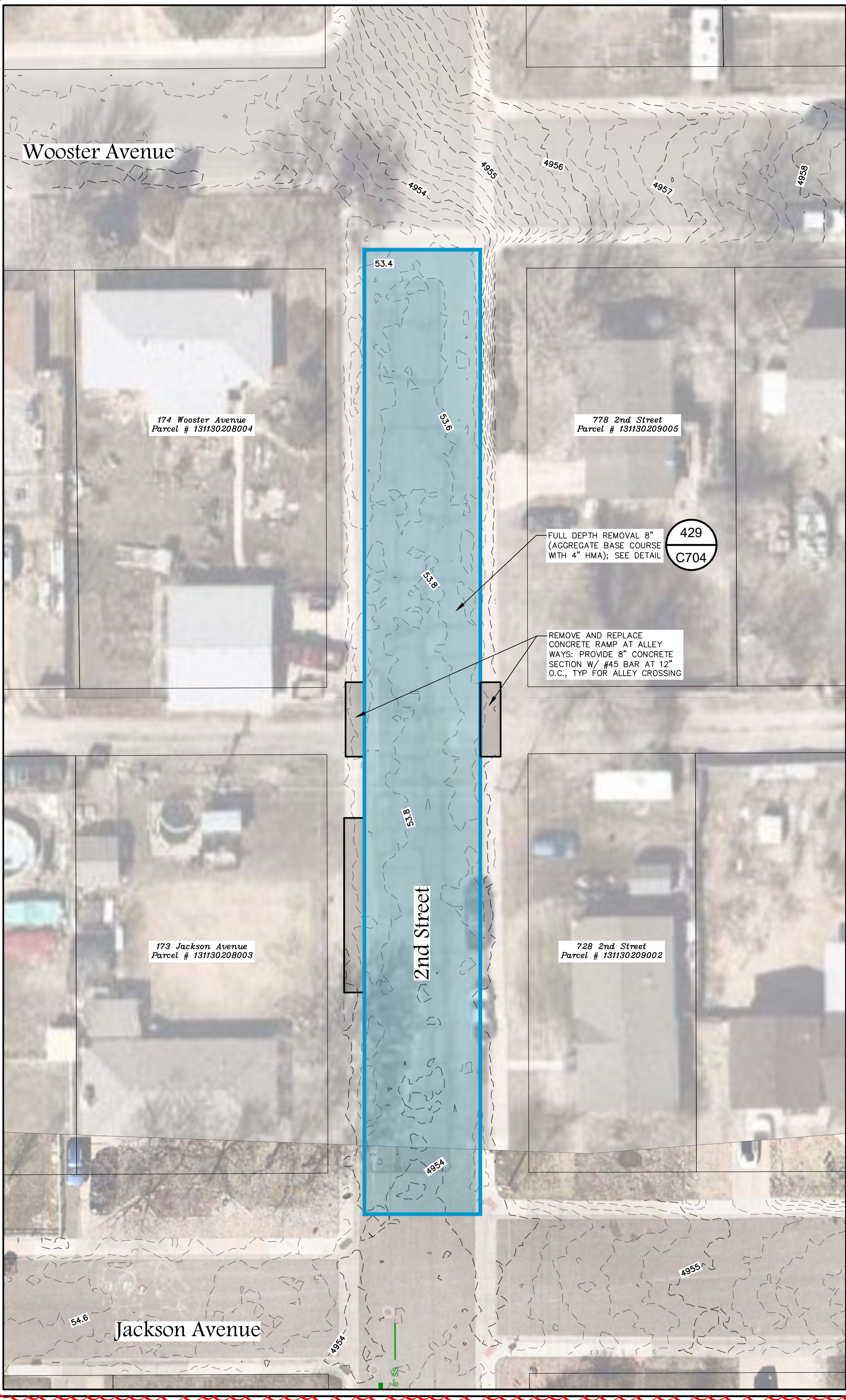
NET CHANGE TO CONTRACT PRICE:

Original Contract Price:	\$ 1,418,712.00
Current Contract Price adjusted by previous Change Order:	\$ 1,418,712.00
Amount of this Change Order	\$ 483,340.00
New Contract Price, including this Change Order, will be:	\$ 1,902,052.00

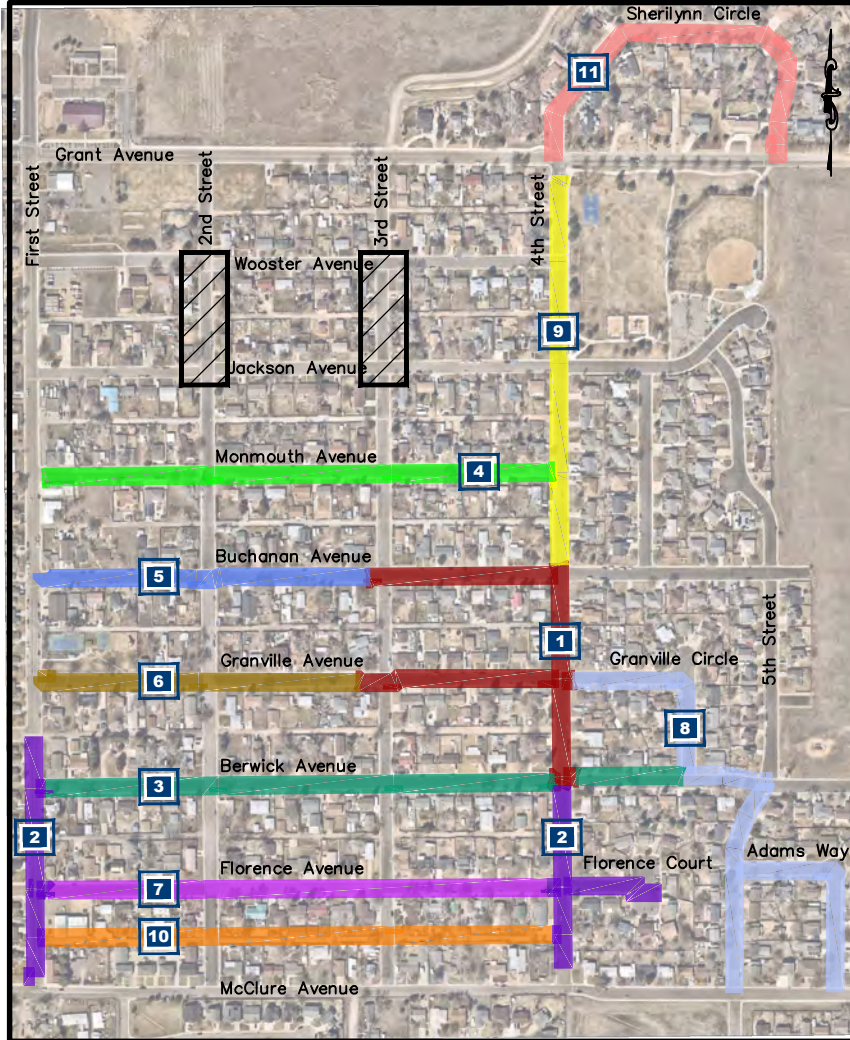
APPROVALS:

Project Manager: _____	Date: _____
Consultant/Contractor: _____	Date: _____
Director: _____	Date: _____

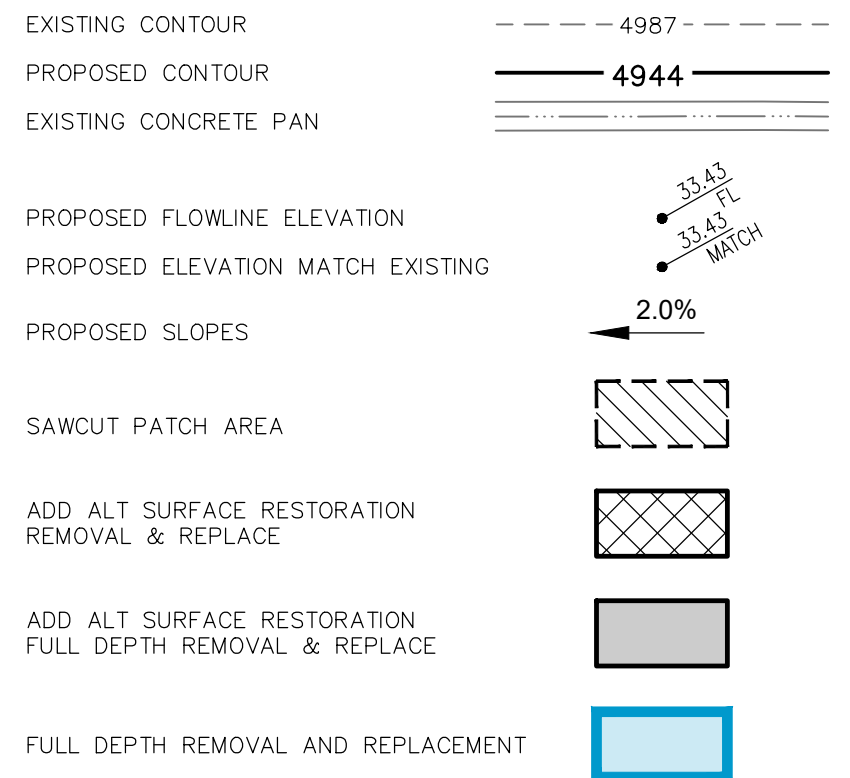
Drawing Name: Z:\-Business Focus\PM_CW\Town Of Firestone\Historic Firestone Waterlines\Drawings\Project 2\CAD\Phase 3\Exhibits\Firestone 2 Phase 3 ALT 1 Surface Restoration Details.dwg Thursday, May 01, 2025 8:39 AM By: Brandon Merrell



SCALE: 1" = 20'
(True scale for 22x34 sheet size)



LEGEND:



NOTES:

- ALL SURFACE RESTORATION WORK SHALL BE MEASURED AND PAID FOR ON A UNIT PRICE BASIS. REFERENCE SPECIFICATION SECTION 01 25 00.
- REMOVAL OF CONCRETE SHALL EXTEND TO THE NEAREST JOINT AND SHALL BE COMPLETED AS MARKED IN THE FIELD.
- ALL EXISTING VALVES, MANHOLE, ETC SHALL BE PROTECTED IN PLACE AND ADJUST TO FINAL GRADE. NEW VALVES SHALL BE ADJUSTED TO GRADE.
- REMOVE LOOSE AND FOREIGN MATERIAL FROM SURFACE IMMEDIATELY BEFORE APPLICATION OF PAVING. CLEAN SURFACE WITH MECHANICAL SWEEPER, BLOWER OR HAND BROOMS UNTIL SURFACES ARE FREE FROM DUST.
- ASPHALT GRADE S AND SX FOR BASE AND TOP LIFT RESPECTIVELY.
- REPLACEMENT OF CONCRETE SHALL EXTEND TO THE NEAREST JOINT. REPLACEMENT SHALL MATCH EXISTING JOINT SPACING.
- FOR WATERLINE INSTALLATION IN WHERE MILL AND OVERLAY RESTORATION IS REQUIRED, CONTRACTOR SHALL PATCH BACK ABOVE THE WATERLINE TRENCH TO THE BOTTOM OF THE TOP MAT OF ASPHALT. THE CONTRACTOR SHALL OVERLAY THE ENTIRE ROAD IN ONE MONOLITHIC LIFT.
- 1ST STREET SHALL BE MILL AND OVERLAY WITH 7' WIDE WATERLINE PATCH; ALL OTHER STREET SHALL BE FULL DEPTH REMOVAL.
- IMPROVEMENTS ON 2ND STREET SHALL BE COMPLETED BY JUNE 15, 2024.
- CONTRACTOR SHALL PROTECT EXISTING CONCRETE FROM CONSTRUCTION DAMAGES.

TOWN OF FIRESTONE DRAWING APPROVAL

ALL WORK SHALL BE CONSTRUCTED TO TOWN OF FIRESTONE DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

BY: _____ DATE: _____
TOWN ENGINEER

ditesco
Project & Construction Services
2133 S. Timberline Road, Suite 110
Fort Collins, Colorado 80525
Phone: 970.632.5068
www.ditescoservices.com

Sheet Revisions	
No.	By Date
1	SM 2/04
2	SM 4/11
3	SM 4/21

CHANGE ORDER 1 SURFACE RESTORATION PLAN

DESIGNED BY:	J. Burrell	DATE:	April 21, 2025
DRAWN BY:	B. Merrell	SCALE:	1" = 20'
APPROVED BY:	K. Meyer	FILE NAME:	Firestone 2 Phase 3 ALT 1 Surface Restoration Details.dwg

TOWN OF FIRESTONE, COLORADO
PROJECT #2 - HISTORIC WATERLINE REPLACEMENT
PHASE 3
CHANGE ORDER 1

PROJECT NUMBER:
W2024-9561

SHEET NUMBER

C901

SHEET INDEX: 28

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Discussion/Action

Meeting Date: May 14, 2025

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 25-50: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MEEDER PUBLIC FUNDS FOR PROFESSIONAL SERVICES

RECOMMENDATION

Staff recommends that the Board approve Resolution 25-50, authorizing the execution of the agreement with Meeder Public 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

The approval of the proposed Resolution 25-50, will allow Meeder Public Funds to manage the Town of Firestone's investment portfolio.

Staff issued a Request for Proposals (RFP) on January 29, 2025, for Investment Advisory Services. Six proposals were received on February 19, 2025. Staff reviewed the received RFPs, shortlisted three firms, conducted interviews, and selected Meeder Public Funds. Meeder Public Funds has 34 years of experience working with over 400 public entities.

Included in the scope of services, Meeder Public Funds will perform the following duties, as directed by the Town:

- The Firm will have discretionary management of the Town's investments.
- Provide assistance with the review of the Town's investment policy.
- Monthly reporting of portfolio positions and returns.
- Meetings with investment committees and governing bodies.
- Custodial and safekeeping review.
- Broker/dealer due diligence and relations.
- Credit analysis of security issuers and financial institutions.
- Compliance with all applicable federal, state, and local laws, rules, and regulations regarding the investment policies for the Town

FINANCIAL CONSIDERATIONS

The Agreement includes an amount not to exceed 7 basis points of balance of managed funds.

HISTORY AND PREVIOUS BOARD ACTION

In 2020, Morgan Stanley started managing the Town's investment portfolio. Prior to 2020, the Town did not have an investment portfolio.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Professional Services Contract_Investment Advisory_signed
2. 25-50 Investment Advisory Services Reso

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and Meeder Public Funds an independent Contractor with a principal place of business at 250 Fillmore Street, Ste. 50 Denver, Colorado 80206 "Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Investment Advisory Services**.
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall have an initial term of two years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for a period of two years.
- B. Either Party may serve the other with notice of a desire to amend, supplement or renegotiate specific section(s) of this agreement, in whole or in part. Such notice shall be provided in writing by either Party to the other not more than one hundred and twenty (120) calendar days prior to the anniversary date of this Agreement.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed 0.07% (zero point zero seven percent) of balance of managed funds, per Exhibit B. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and

expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from the Contractor.
- B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of the Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor's own practice detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

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- or other fault of Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor.
- B. If the Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Contractor's obligation to indemnify and hold harmless the Town may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
 - J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
 - K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
 - L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

MEEDER PUBLIC FUNDS

By:

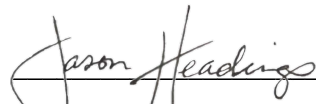

Jason Headings, Sr. Vice President

EXHIBIT A

SCOPE OF SERVICES

Contractor 's Duties

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

- The Firm will have discretionary management of the Town's investments.
- Provide assistance with the review of the Town's investment policy.
- Monthly reporting of portfolio positions and returns.
- Meetings with investment committees and governing bodies.
- Custodial and safekeeping review.
- Broker/dealer due diligence and relations.
- Credit analysis of security issuers and financial institutions.
- Compliance with all applicable federal, state, and local laws, rules, and regulations regarding the investment policies for the Town.
- See the Terms of Service provided by the Firm as Exhibit C

EXHIBIT B
FEE SCHEDULE

ASSETS UNDER MANAGEMENT	ANNUAL ADVISORY FEE
\$0–\$25,000,000	0.07%
Over \$25,000,000	0.06%



Terms of Service – Discretionary Accounts

Meeder Public Funds

The following Terms of Service are applicable to services offered by Meeder Public Funds, Inc. (“Meeder”) and shall be incorporated into any agreement for investment advisory services (“Agreement”).

1. **Appointment.** Client appoints Meeder as discretionary investment manager to invest, reinvest and manage the securities, cash and other assets of the Account subject to the investment guidelines (“Investment Guidelines”) provided by Client.

2. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

3. **Custody.** Meeder shall not act as custodian for the Account or any portion of it. Custody and possession of Account assets shall be the sole obligation of the Account’s separately appointed “qualified custodian.” (“Custodian”). Client acknowledges that it receives, or will receive from the Custodian, at least quarterly, an account statement that identifies the assets in the Account with the Custodian at the end of the period and that lists all transactions in the Account for the period.

4. **Investment Objectives and Restrictions.** Client may provide Meeder with written Investment Guidelines, setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client’s responsibility to inform Meeder in writing of any changes or modifications to these directions, which shall be given ten days in advance of any such change.

5. **Brokerage.** Meeder will generally use the execution services of such broker-dealers as it may select to effect transactions for the purchase and sale of securities and other investments in the Account. When selecting brokers through which transactions for Client accounts will be executed, Meeder’s primary consideration will be the broker’s ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers. The responsibility to obtain best execution shall not be deemed to obligate Meeder to solicit competitive bids for each transaction. Client may direct that Meeder execute transactions through specific broker-dealers in connection with a discount brokerage or directed brokerage program established by Client. Client acknowledges that by directing brokerage to a particular broker-dealer it may forgo any benefits from savings on execution costs that Meeder may obtain for its other clients through volume discounts on aggregated orders and may pay higher commission rates than other clients of Meeder.

6. **Fees.** For the services provided in accordance with this Agreement, Client shall pay Meeder an annual fee (“Fee”) as follows: Fees are billed either ☐ monthly or ☒ quarterly in arrears as selected by Client. The Fee will be ☐ deducted directly from Client’s Account or ☒ invoiced directly to Client, as selected by Client. Where Client has elected to have fees deducted Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder. The account statements will reflect the fee amount withdrawn in any period. Client is responsible for notifying Meeder of any exceptions or objections to the amount billed within thirty days from the billing date.

7. **Promoter Arrangements.** Meeder accepts Clients referred through unaffiliated third parties (“Promoters”) and may pay cash compensation for the endorsement of Meeder’s services, which provides the Promoter with an incentive to refer clients. Clients will not incur any additional fees for being referred to Meeder by a Promoter.

Clients that engage Meeder as their investment adviser as a result of a referral by a Promoter will receive a written Promoter disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

8. **Local Government Investment Pools.** Where appropriate, Meeder may recommend the use of local government investment pools in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in these pools are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest.

9. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

10. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

11. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

12. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

13. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other Clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

14. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

15. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

RESOLUTION NO. 25-50

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MEEDER PUBLIC FUNDS FOR PROFESSIONAL SERVICES

WHEREAS, the Town of Firestone ("Town") requires professional services for the management of the Town's Investment Portfolio ("Project"); and

WHEREAS, the Town published a request for proposals for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the request for proposals and finds that Meeder Public Funds is the most qualified for the professional services described in the request for proposals; and

WHEREAS, the Town finds that Meeder Public Funds has the expertise, qualifications, and experience to perform the work and duties required for the Project and desires to select Meeder Public Funds for the request for proposals and to enter into an agreement with Meeder Public Funds to provide the Professional Services as described in the scope of services, attached to the Professional Services Agreement as Exhibit A; and

WHEREAS, the Board of Trustees finds and declares that it is in the best interest of the Town to award the request for proposals to Meeder Public Funds as the most qualified, responsive proposal.

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

The Professional Service Agreement between the Town of Firestone and Meeder Public Funds 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 14^h day of May, 2025.

TOWN OF FIRESTONE, COLORADO

By: _____
Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Discussion/Action

Meeting Date: May 14, 2025

Initiated By: Matt Wiederspahn

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-57: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER ENCROACHMENT LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE, WES DJ GATHERING, LLC AND WES WATTENBERG OIL COMPLEX, LLC

RECOMMENDATION

Staff recommends approval of Resolution 25-57.

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

As part of ongoing oil and gas operations in and around the Town of Firestone, WES DJ Gathering and WES Wattenberg Oil Complex (collectively "Western Midstream") require permission to cross Town-owned rights-of-way with two new pipelines. Given that Western Midstream already has multiple existing pipelines and crossings—many of which may lack formal crossing agreements—Town staff identified this as an opportunity to establish a comprehensive, Town-wide master encroachment license agreement.

Western Midstream was receptive to this approach and has agreed to the proposed agreement, which secures both existing and future pipeline crossings. In exchange for access to Town rights-of-way, Western Midstream has committed to the following key provisions:

1. Removal of approximately 23 pipelines tied to wells scheduled for plugging and abandonment, along with a defined timeline for removal.
2. Ongoing cooperation with new development projects in the Town, including adherence to requirements and procedures when development occurs near existing pipelines and facilities.
3. Relocation of current and future facilities if they conflict with Town utilities or infrastructure.
4. A defined permitting and approval process for future facility installations.

The agreement carries an initial term of 10 years, with automatic 10-year renewals unless terminated by either party. There are no financial obligations for the Town under this agreement.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

N/A

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity
 - Maintain Town Infrastructure & Facilities
 - Encourage Community Governance with Civic Partnerships

ATTACHMENTS

1. Reso 25-57 WES DJ Gathering License Agreement
2. WES - Firestone - Master Encroachment Agreement - WES EXECUTED

RESOLUTION NO. 25-57

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A MASTER ENCROACHMENT LICENSE AGREEMENT
BETWEEN THE TOWN OF FIRESTONE, WES DJ GATHERING, LLC AND WES
WATTENBERG OIL COMPLEX, LLC**

WHEREAS, to engage in gathering, compressing, treating, processing, and transporting natural gas, oil, and related products, WES DJ Gathering, LLC and WES Wattenberg Oil Complex, LLC (collectively, “Western Midstream”) desires to install, construct, own and operate certain existing and future underground oil, gas, and produced water pipelines (“Facilities”), in various locations within the Town’s rights-of-way; and

WHEREAS, the Town and Western Midstream wish to define the terms of Western Midstream’s use of the Town rights-of-way for the above-stated purpose, and to establish a method by which the Town may administratively permit the installation of new, and the continued location, operation, maintenance, repair and replacement of existing, Facilities within Town rights-of-way over time using a consistent process(the “Master Encroachment License Agreement”); and

WHEREAS, the attached Master Encroachment License Agreement clearly defines the rights and responsibilities of the parties in relation to Western Midstream’s use of Town rights-of-way in furtherance of its oil and gas operations, and the Board of Trustees finds that entering into the Master Encroachment License Agreement is in the best interests of the Town, and is a rational means by which to promote the health, safety and welfare of the Town’s residents and the community as a whole.

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

The Master Encroachment License Agreement between the Town of Firestone and Western Midstream, in a form substantially similar to the copy attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to sign and execute the agreement on behalf of the Town.

PASSED AND ADOPTED this 14th day of May, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

MASTER ENCROACHMENT LICENSE AGREEMENT

This **MASTER ENCROACHMENT LICENSE AGREEMENT** ("Agreement") dated as of the ____ day of _____, 2025 (the "Effective Date"), is between the Town of Firestone, a Colorado statutory municipality (the "Town" or "Owner"), and WES DJ Gathering LLC & WES Wattenberg Oil Complex LLC, whose address is 9950 Woodloch Forest Drive, STE 2800, The Woodlands, TX 77380 ("Licensee"). Town and Licensee may be referred to in the singular sense as a "Party" or in the collective sense as the "Parties."

Recitals

The Town is the owner of real property located in the Town of Firestone in Weld County, Colorado, which is also a public right of way (collectively, "Town Property").

Licensee proposes to locate, place, install, construct, own and operate certain existing and future underground Oil, Gas, and Produced Water pipelines ("Underground Facilities") on Town Property in locations detailed in Exhibit XX or to be determined at a later time, in connection with Licensee's oil and gas operations; and

The Town desires to grant to Licensee certain Site Supplements for the installation of Underground Facilities and to establish a method by which the Town may administratively permit the installation of new, and the continued location, operation, maintenance, repair and replacement of existing, Underground Facilities on the Town Property over time using a consistent process.

AGREEMENT

For good and valuable consideration given and acknowledged by the Parties, and in consideration of the provisions set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement and in addition to the terms defined elsewhere herein, and in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

1. "Affiliate" of, or a Person "Affiliated" with, a specified Person means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contact, or otherwise.
2. "Laws" means any and all applicable federal, state, and local laws, statutes, constitutions, code, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the Town or other governmental entity, agency or judicial authority having joint or several jurisdiction over the Parties to this Agreement, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a hazardous material in the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et. seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et. seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et. seq.*; the Clean Water Act 33 U.S.C. § 1251, *et. seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waster, substance or material, as now or at any time hereafter in effect.
3. "Person" means an individual, a partnership (general, limited or limited liability), a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other entity or organization, or a governmental authority.

4. *“Public Project”* means any public work or improvement within the Town that is wholly owned by the Town; or any public work or improvement within the Town where at least fifty (50%) percent or more of the funding is provided by any combination of the Town, the federal government, the State of Colorado, any Colorado county, the Northern Colorado Water Conservancy District, and all entities established under Title 32 of the Colorado Revised Statutes.
5. *“Public Right-of-Way”* means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all public rights-of-way, utility easements and public service easements as the same now or may hereafter exist, and Town-owned properties, that are under the jurisdiction of the Town. This term shall not include Town parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.
6. *“Site”* means a location on Town Property for Licensee’s installation of Underground Facilities.
7. *“Site Supplement”* means the form of site supplement set forth in Exhibit A, attached hereto and incorporated herein by reference.
8. *“Town Affiliate”* means any federal, provincial, state, city, county, quasi-municipal corporation, or other unit of local government, local planners, developers, engineers, contractors, land surveyors, or anyone involved in land development or the furnishing of utility services in connection with residential or non-residential development within town limits.

SECTION 2. LICENSE

1. Grant of License. Owner hereby grants to Licensee a non-exclusive, revocable (pursuant to the terms of Section 4 herein) license to use Town Property to install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, abandon and replace the Underground Facilities at each Site, subject to the terms and conditions of this Agreement (the “License”).
2. No Estate Created or Conveyed. It is the express intent of the Parties that the License granted herein does not create or convey an estate, interest, or claim in or to Town Property or a Site, and that the Licensee’s location, construction, and use of Underground Facilities on Town Property does not create a license coupled with any property interest in or claim to the Site or Town Property.
3. No Franchise Granted or Conveyed. Nothing in this Agreement shall be deemed to grant a franchise or other right to utilize Town Property or Public Rights-of-Way to construct a gas plant or gas system or provide gas utility services, construct an electric system, or provide electric utility services.
4. Applicability of Town Review Process and Requirements. Nothing in this Agreement shall waive or modify the Licensee’s obligation to comply with the Town’s applicable review procedures and requirements set forth in applicable Laws, in the placement of the Licensee’s Underground Facilities.
5. Obtaining Required Permits. If the installation, operation, maintenance or location of the Underground Facilities shall require any permits, Licensee shall, if required under applicable Town ordinances, apply for the appropriate permits and pay any standard and customary permit fees. As a condition of obtaining any permit that involves digging or other excavation in Public Right-of-Way or, the Licensee shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the proximity of the proposed work area or Site and illustrate such locations on plan and profile drawings also illustrating the proposed Underground Facilities. Such drawings shall be provided to the Town with each request for a supplemental site license. Construction shall not begin until written confirmation of grant of a supplemental site license by the Town and the acquisition of all necessary permits. Any such written confirmation shall not be unreasonably withheld, delayed or denied.
6. Permitted Users. Licensee’s Affiliates, employees, contractors, agents, and representatives (“Permitted Users”) may use the License, provided that all such uses shall be within the scope of this Agreement and as detailed in Exhibit B.
7. Scope of Agreement. Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee’s sole cost and expense, shall be subject to the Town’s lawful exercise of its police powers and the prior and continuing right of the Town under applicable Laws

to use any and all parts of Town Property exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the License Area. However, nothing herein shall cause damage to any Underground Facilities or unreasonably interfere with Licensee's rights granted in this License. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the Town and shall conform with applicable Laws.

SECTION 3. USE OF SITE

1. Town Property may be used by the Licensee for the sole and exclusive purpose of accessing, locating, constructing, installing, operating, maintaining, repairing, removing, and replacing the Underground Facilities according to the Site Supplement. This License shall not constitute permission or authority from the Town for Licensee to use Town Property for the purposes of operating, moving, or transporting oversize and overweight vehicles and loads or any loads of produced hydrocarbons in connection with any of Licensee's oil and gas activities or operations on roadways within the Town.

2. Licensee may permit its Affiliates, employees, business, invitees, contractors, tenants, subcontractors, lessees, agents, customers and others to use the portion of the Town's Property for which the License has been executed, so long as such use complies with this Agreement.

3. The Underground Facilities shall be installed in accordance with the plans and specifications approved by the Town Engineer prior to beginning the installation of such Underground Facilities, and any appropriate permits issued by the Town that involve digging or other excavation in a Public Right-of-Way. The Town Engineer may require modifications to such plans and specifications prior to approval thereof or issuance of any appropriate permits.

4. All work approved by the Town shall be completed in compliance with all codes, ordinances, rules, and regulations of the Town.

5. All Underground Facilities installed within the Site shall be buried to a depth of not less than forty-eight inches (48") from the existing ground elevation. Except for surface markers, all facilities installed pursuant to the license granted herein shall be located entirely underground.

6. Except for the Underground Facilities specifically authorized by the Town, Licensee shall not place, build, erect, or add any structures, pipelines, facilities, improvements or other items on, under, over or across the Site or Town Property.

7. Any changes, expansions or alterations in any way to the Underground Facilities shall require additional advance approval by the Town.

8. Licensee's use of the Site shall be subject to all existing utility easements, if any, located on, under, or above the Town Property.

9. Licensee acknowledges that the use hereunder is of the Site in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that Owner shall have no obligation to repair, replace, or improve any portion of the Town Property in order to make the Site or Town Property suitable for Licensee's intended uses.

10. Licensee, in the exercise of its rights and obligations under this Agreement, shall not interfere in any manner with the current or future existence and operation of any and all Public Rights of Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. If any future operations of any Public Rights of Way, sanitary sewers, water mains, storm drains, gas mains, pole, aerial or underground electrical and telephone wires, cable television, and other communications, utility, or municipal property are to interfere with any of Licensee's existing Underground Facilities, Section 6.2 stated below shall apply.

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

SECTION 4. TERM AND TERMINATION

1. This initial term of this Agreement shall commence on the Effective Date and shall extend for a term of ten (10) years commencing on the date that Licensee installs the Underground Facilities in the Site, unless terminated by either Party in accordance with the provisions herein ("Initial Term"). This Agreement will automatically renew for successive (10) year terms ("Renewal Term") upon the expiration of the Initial Term and any Renewal Term unless earlier terminated as provided herein or a written notice of non-renewal is given by either party to the other party at least thirty calendar days prior to the expiration of the Term then in effect.

2. Either Party may terminate this Agreement if the other Party defaults in the performance of any of its obligations hereunder and fails to cure such default within 30 days following the giving of written notice by the other party pursuant to Section 9.4.

3. Licensee may abandon any or all of the Underground Facilities on Town Property by delivering written notice of its intent to abandon such Underground Facilities to the Town. When any Underground Facilities have been abandoned pursuant to this subsection, or upon termination of any Site Supplement, the Town shall determine within thirty (30) days whether the affected Town Property is needed for a Public Project. If so, Licensee shall, within one hundred eighty (180) days of the Town's determination, cut, clean, and remove all Underground Facilities, repair any damage to the Town Property caused by such removal, and restore the Town Property to its condition prior to the installation of the Underground Facilities, reasonable wear and tear excepted. If the Town determines that the Town Property is not needed for a Public Project, or that removal is not in the best interest of the public health, safety, or welfare, Licensee may abandon the Underground Facilities in place. If Licensee abandons any Underground Facilities in place, they shall be abandoned in compliance with all applicable state rules and regulations, including that Licensee shall cap and structurally fill any underground pipeline installed within the Public Right of Way in accordance with applicable Laws.

SECTION 5. RESERVATION OF RIGHTS

1. Owner reserves all other rights in and to Town Property or each Site, including the Town's lawful exercise of its police powers and the prior and continuing right of the Town under applicable Laws to use and occupy any and all parts of Town Property or each Site exclusively or concurrently with any other person or entity for any purposes whatsoever, including without limitation, other utilities and utility crossings, irrigation systems, landscaping, vehicular and pedestrian access, or any other surface or underground improvements.

2. Should the Underground Facilities, for any reason, impede, restrict or limit in any manner whatsoever Owner's use of Town Property or of each Site, Licensee shall be responsible for any incremental cost incurred by the Town to bypass or to avoid disturbing the Underground Facilities when designing, constructing, installing, or modifying any future improvements within Town Property or each Site. Licensee shall have the right to review the incremental cost estimate from Town and explore alternative options in accordance with the conditions of Section 6 prior to Town proceeding with constructing, installing, modifying future improvements within Town Property.

SECTION 6. MAINTENANCE; RELOCATION AND DISPLACEMENT; DAMAGE AND RESTORATION; ENCROACHMENT

1 Maintenance.

(a) Licensee agrees to take such actions, at its sole expense, as are necessary to maintain the Underground Facilities in good and safe working condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the Town Property when performing any maintenance activities.

(b) In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any Owner installations, structures, utilities, or improvements on, under, or adjacent to the Town Property.

2. Relocation and Displacement of Facilities. Parties agree that the term "relocation" is any conflict accommodation including but not limited to lowering, reboring, temporarily removing and reinstalling or any other option available in order to resolve any potential conflict between Licensee's

Underground Facilities and the Town. Licensee understands and acknowledges that Town may require Licensee to relocate one or more of its Underground Facilities, if Town reasonably determines that the relocation is needed for any of the following purposes: (a) if relocation is necessary for the construction, completion repair, relocation, or maintenance of a Town facility or Public Right-of-Way; (b) because the Underground Facilities are interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property uses in existence as of the date of this Agreement; or (c) if relocation is necessary to protect or preserve the public health or safety. In any such case, Town shall use its best efforts to avoid construction of Town facilities that may require relocation of the Underground Facilities (but shall not be required to incur additional or unreasonable financial costs). Town shall coordinate with Licensee and provide plans during the planning and design phase of development i.e. before final plans are determined in order to help further eliminate the need for relocation of Underground Facilities. Should Town determine, in their sole analysis a relocation is required to the Underground Facility for the purposes stated above, Town shall coordinate with Licensee to understand all options prior to a final determination that removal and relocation is required. In the event construction of Town facilities cannot be completed without relocation of the Underground Facilities, Town shall use its best efforts (but shall not be required to incur additional or unreasonable financial costs) to afford Licensee a reasonably equivalent alternate location on Town property. If Licensee shall fail to relocate any Underground Facilities on Town property as requested by the Town within one hundred and eighty (180) days after the above-referenced notice in accordance with the foregoing provision, Town shall revoke Licensee's license associated with that crossing until the requested Underground Facilities are relocated.

3. Damage and Restoration.

(a) Licensee shall be responsible for all damage to the Site or Town Property caused by the Underground Facilities, or its use of the Underground Facilities or License granted herein. Licensee, at its sole expense, shall restore the surface of the Site and shall restore any improvements, landscaping, and other facilities located in the Site to the conditions that existed immediately prior to the commencement of any of Licensee's activities permitted hereunder.

(b) Whenever the removal or relocation of Underground Facilities is required or permitted under this Agreement, and such removal or relocation shall cause the Site to be damaged, Licensee, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Site in which the Underground Facilities are located to a safe and satisfactory condition in accordance with applicable laws. If Licensee does not repair the damage and Site as just described, then the Town shall have the option, upon fifteen (15) days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the Town. Upon the receipt of a demand for payment by the Town, Licensee shall promptly reimburse the Town for such costs. In the case of fire, disaster or other emergency, the Town may remove or disconnect Licensee's Underground Facilities located in the Site or on any other property of the Town. The Town shall provide reasonable notice to Licensee prior to taking such action and shall provide Licensee with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

4. Encroachment.

(a) Removal and Abandonment of Existing Pipelines. To further the Town's future development goals and opportunities, Licensee agrees to remove certain pipelines as listed on Exhibit "B", following custody meter termination and release the associate easements thereto. Licensee shall have one-hundred and eighty (180) days ("Removal Term") from the date of custody meter termination to remove the associated pipeline(s) and immediately restore the surface back to the conditions that existed prior. Parties agree that pipeline removal is subject to landowner approval and Removal Term is subject to inclement weather, seasonal restrictions, permitting, crops, and events of force majeure. Parties also agree that abandonment of certain pipelines is acceptable if located within established developments where removal would result in significant environmental impact as well as substantial community disruption.

(b) Cooperative Development.

(1) Future Public Rights-of-Way.

(A) In cases where future Public Right of Way is dedicated from a Town Affiliate to the Town via a future subdivision final plat or by other written instrument after the Effective Date of this Agreement, and the Town accepts such dedication of Public Right

of Way subject to Licensee's existing easement of record that is prior in time or superior in right, Licensee hereby consents to the construction, installation and the continued location, operation, maintenance, repair and replacement of such Public Right of Way on or under all or a portion of any such easement areas held by Licensee, provided that:

(I) When constructing and installing any Public Right of Way, including alterations, replacements or future modifications thereto, the Town shall take all steps reasonably necessary not to impact, disturb, interfere with, or otherwise damage the Underground Facilities;

(II) If construction activity on any Public Right of Way involves any material, foreseeable risk of damage (including subsurface crossings or crossing the surface with heavy equipment) to the Underground Facilities, the Town or its respective delegates or assignees will provide a minimum of sixty (60) days prior written notice to Licensee prior to undertaking such activities and shall work in good faith with Licensee to identify and agree upon measures to avoid or minimize such damage, or to allow Licensee an opportunity to relocate the Underground Facilities prior to the Town or its respective delegates or assignees undertaking such construction activities. Licensee has the right to have a representative on site for any future construction activity that shall occur around the Underground Facilities.

(III) Licensee's rights to continue the use of its easement rights are not to be curtailed, unreasonably interfered with, or otherwise materially affected.

(IV) The Public Right of Way does not unreasonably interfere with or otherwise endanger the Underground Facilities.

(V) Any underground improvements or facilities within Public Right of Way will have a minimum of 30 inches of vertical clearance from actual pot-holed elevations of the Underground Facilities and at least ten (10) feet of horizontal clearance from actual pot-holed elevations of the Underground Facilities.

(B) Upon their dedication and acceptance by the Town, Public Rights of Way shall at all times be the responsibility and property of the Town and shall be maintained and operated at the Town's expense.

(C) Each Party shall take all reasonable steps necessary to not impact, disturb or otherwise damage the Underground Facilities or Public Right of Way when such party is constructing, installing, maintaining, repairing, or operating any new facilities, or future modifications to any existing facilities and improvements on or under the Town Property. If a planned maintenance, alteration, enlargement, relocation, reconstruction, cleaning, or repair activity by either party involves a material foreseeable risk of damage or injury to, relocation of, or removal of some or all of the other party's facilities or improvements, then such party or its delegates or assignees will provide notice to the other party prior to undertaking such activities and shall work in good faith with the other party to identify measures to avoid or minimize such damage, or to allow the other party an opportunity to relocate the facilities or improvements prior to the other party undertaking such activities. If Public Right of Way on, within or under an existing Licensee easement must be altered, modified, removed, relocated, or otherwise disturbed (a) in the event Licensee fails to adequately maintain its Underground Facilities, and such failure damages or poses an unreasonable risk of damage to Public Right of Way, necessitates any repair work to or replacement of Public Right of Way, or makes relocation reasonable, necessary, and foreseeable; (b) because of Licensee's or its delegates or assignees negligence, recklessness, or intentional misconduct in operating the Underground Facilities; (c) if required for the construction, completion, repair, operation, relocation, or maintenance of an Underground Facility; or (d) if required for Licensee to access and perform emergency work on its Underground Facilities, then Licensee shall restore, repair or replace any existing Public Right of Way to the condition it was immediately in prior to initiating such activities or subsequent restoration, repair, replacement at Licensee's sole cost and expense, or pay to the Town damages in the amount of its expenses for relocating or rerouting any of the Public Right of Way.

(D) The parties agree that this Licensee's consent in no way relieves the Town from any liability for any damage to the Underground Facilities that is caused by the acts

or omissions of the Town, or its respective agents, pursuant to the exercise of rights under this Section, except that the Town shall have no liability whatsoever for any resulting or claimed loss of revenue or profits, loss of use or access to the Underground Facilities, loss of commodity value, or any other indirect, special or consequential losses. Licensee shall have the right to perform or cause to be performed such reasonable and necessary work to repair the damage and return the Underground Facilities to a safe and working condition in accordance with applicable laws, and to charge the Town, if it proximately caused the damage, for the actual, reasonable costs incurred by Licensee. The degree of repair work required to be performed by the Licensee under this section may include without limitation restoration or replacement. Prior to undertaking any work, however, Licensee shall first provide written notice to the Town of any alleged damage to afford it the opportunity to cure such damage within thirty (30) days unless, in Licensee's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical. Within thirty (30) days of receipt of a demand for payment by Licensee, the Town shall reimburse Licensee for such costs

(2) Licensee agrees to work with Town Affiliates and allow encroachment and crossing of utilities and other above-ground or underground facilities under, across, and through existing easements as long as Town Affiliates adhere to Licensee's *System Encroachment Plan* as depicted on Exhibit "C" attached hereto and incorporated herein. In the event that Town Affiliates are not able to meet these requirements set forth, Parties agree that they will work in good faith to resolve the conflict. If a pipeline removal, relocation, or lowering is required, the Town Affiliates will be responsible for the sole cost of the work unless the terms and conditions of the existing easement agreement state otherwise.

SECTION 7. INSURANCE

1. Coverages. Licensee shall procure and maintain or self-insure, at its own cost, a policy or policies of insurance sufficient to insure against, claims, demands, and other obligations assumed by Licensee pursuant to this Agreement. All of Licensee's contractors shall be insured pursuant to their master service contracts with Licensee. Such coverages shall include:

(a) Worker's Compensation insurance as required by law.

(b) Commercial General Liability insurance with minimum combined single limits of \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises and operations, personal and advertising injury, blanket contractual liability, and products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees and contractors as additional insureds to the extent of the liabilities assumed by Licensee herein.

(c) Excess or Umbrella Liability insurance, on an occurrence basis, in excess of the Commercial General Liability insurance, with coverage as broad as such policy, with a limit of \$2,000,000.

2. Form. Such insurance shall be in addition to any other insurance requirements imposed by law. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

3. Certificate. Licensee shall provide to Owner a certificate of insurance or self-insurance letter as evidence that the required coverages are in full force and effect. The certificate or letter shall identify this Agreement.

SECTION 8. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following: (i) if to the Town, Attn: Town Manager, Town of Firestone, 9950 Park Avenue, Firestone, CO 80504; and (ii) if to the Licensee, Attn: Land Manager – Rockies, 10188 E I-25 Frontage Rd, Longmont, Colorado 80504. Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Section 8.

SECTION 9. MISCELLANEOUS

1. Site Supplement. Installation of any future Underground Facilities on any Town Property shall require a Site Supplement in the form attached hereto as **Exhibit A**. Each Site Supplement shall be approved by the Town Administrator or designee, subject to compliance with this Agreement, and then recorded with the Weld County Clerk and Recorder against the Property subject to the Site Supplement. Such approval shall not be unreasonably withheld, conditioned, or delayed, and the Town Administrator shall make a decision within sixty (60) days of Licensee's submission of all the required information for the Site Supplement. Within three (3) days of approval, the Town Administrator shall notify Licensee of the Town Administrator's decision. Licensee shall submit an application for a Site Supplement, which shall include the following information, at a minimum:

(a) Plans prepared by a licensed engineer showing engineering design, and specifications for installation of the Underground Facilities; and

(b) Plans showing existing sidewalks, utilities, trees and other existing improvement.

2. Record Drawings. On or before the 60th day following Licensee's completion of construction of Underground Facilities, Licensee shall provide Owner detailed digital record drawings of such Underground Facilities for review and acceptance in conformance with the Town's Design Criteria. Record Drawings shall show the location of the Underground Facilities with a reference distance to an existing section monument. The plan view shall also show existing surface features and known utilities within ten (10) feet of the Site, as well as any valves, fittings, or other appurtenances on the gas pipeline and within the Site.

3. Monumentation and Marking. Licensee shall place and maintain permanent, above-grade monumentation and marking at all locations where the Underground Facilities enter upon the boundaries of the Site, at changes of direction, and enter upon the boundaries of road right-of-way, as approved by the Town Engineer. Markers shall include phone numbers to call for line locates and 24-hour emergency repair. Licensee shall install tracer wire no more than 18" above and along the entire length of the Underground Facilities. Licensee shall maintain all monumentation and marking for as long as the Underground Facilities remain on Town Property.

4. Modifications. Modifications to the Underground Facilities with like-kind or similar Underground Facilities may be made without additional Town approval (other than any permits required by Town). If Licensee proposes to install Underground Facilities which are different from the existing Underground Facilities in any substantial way, then Licensee shall first obtain the Town's written approval, which shall not be unreasonably withheld, conditioned or delayed, for the use and installation of the new Underground Facilities.

5. Assignment. Licensee may not assign or transfer this Agreement or any of the rights or privileges therein granted, without the prior, express written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed; except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any Affiliate. Such consent, if granted by the Town, shall be conditioned upon such assignee's assumption, in writing in a form acceptable to Town, of all of Licensee's obligations set forth herein.

6. Default.

(a) By Licensee. The Town shall provide Licensee with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which Licensee may: (a) demonstrate that a violation does not exist; (b) cure the alleged violation; or (c) if the nature of the alleged violation prevents correction thereof within thirty (30) days, initiate a reasonable corrective action plan to correct such violation. If Licensee fails to disprove or correct the violation within thirty (30) days or the timeframe set forth in the approved action plan, then the Town may declare in writing that the Licensee is in default.

(b) By the Town. Licensee shall provide the Town with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which the Town may: (a) demonstrate that a violation does not exist; (b) cure the alleged violation; or (c) if the nature of the alleged violation prevents correction thereof within thirty (30) days, initiate a reasonable corrective action plan to correct such violation. If the Town fails to disprove or correct the violation within thirty (30) days or the timeframe set forth in the approved action plan, then Licensee may declare in writing that the Town is in default.

(c) Termination. In the event of a default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement. The non-defaulting Party shall have all remedies available at law and in equity.

7. Waiver Of Claims Against Owner. Licensee hereby waives any and all claims which Licensee may or might hereafter have or acquire against Owner for loss or damage to the Licensee's improvements or any loss or degradation of any utility services Licensee may provide arising from the use by Owner, or the public, of the Town's Property for any purpose, except to the extent such claims are caused by the negligence of the Owner, its officers, its employees, or its subcontractors.

8. Indemnification. Licensee agrees to indemnify, defend and hold harmless Owner, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which are caused by: (i) the existence of the Underground Facilities; or (ii) the use, maintenance or repair of the Underground Facilities and the use of the Site pursuant to this Agreement, but only to the extent such claim, damage, loss, liability or expense is caused by any negligent, reckless, or intentional act or omission of Licensee or anyone directly employed by Licensee or anyone for whose acts Licensee may be liable.

9. Mechanics' Liens. Licensee shall not allow any mechanics' or similar liens to be filed against the Town's Property arising from any work done by Licensee on the Town's Property, and Licensee shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Owner in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Property by reason of labor performed by, or materials furnished for, the Licensee, the Licensee shall, within 30 days thereafter, at the Licensee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed.

10. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

11. No Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

12. Limitation of Liability; Governmental Immunity. To the extent permitted by law, the Town shall be liable only for the cost of repair to damaged Underground Facilities arising from the gross negligence or willful misconduct of Town, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other law or limitations otherwise available to Town, its officers, or its employees.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

14. Modification. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

15. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

16. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Weld.

[Signatures and acknowledgments on following page]

The Parties have executed this **MASTER ENCROACHMENT LICENSE AGREEMENT** to be effective on the Effective Date.

OWNER:
TOWN OF FIRESTONE

By: _____
Don Conyac Jr., Mayor

ATTEST:

By: _____
Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

LICENSEE:
WES DJ GATHERING LLC
WES WATTENBERG OIL COMPLEX LLC

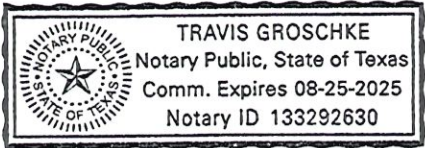
By: [Signature]
Name: Jonathon E. VandenBrand
Title: Agent & Attorney-in-Fact

STATE OF Texas)
) ss.
COUNTY OF Montgomery)

The forgoing **MASTER ENCROACHMENT LICENSE AGREEMENT** was subscribed and sworn to before me on May 5, 2025, by Jonathon E. VandenBrand in his capacity as Agent & Attorney-in-Fact of WES DJ Gathering LLC & WES Wattenberg Oil Complex LLC, on behalf of such Colorado corporation.

(Seal)

[Signature]
Notary Public



My Commission expires: 8/25/2025

EXHIBIT "A"
(Form of Site Supplement Agreement)

This SITE SUPPLEMENT (the "Site Supplement") is made this _____ day of _____, 20__ (the "Effective Date") by and between the TOWN OF FIRESTONE, a Colorado municipal corporation with an address of (the "Town") and _____ ("Licensee").

1. Site Supplement. This is a Site Supplement as referenced in the Master Encroachment License Agreement between the Town and Licensee dated _____ (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference. In the event of any inconsistency between the terms of the Agreement and this Site Supplement, the terms of the Agreement shall govern. Capitalized terms used in this Site Supplement shall have the same meaning as in the Agreement.
2. Project Description and Locations. Licensee shall have the right to use the Town Property in the designated areas described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Site").
3. Underground Facilities. The Underground Facilities to be installed in the Site are described in **Exhibit " "**.
4. Term. The term of this Site Supplement shall commence on the Effective Date and continue until termination of the Agreement.
5. Termination. Licensee shall provide written notice to the Town of any termination of this Site Supplement. Upon such termination, this Site Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder.

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

Exhibit "B"

DEADLEGS RELATED TO OXY P&A LIST

<u>Well Name</u>	<u>Pipeline #</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
Junction #12-2	14-07-280-3	2	2N	68W
Adam Farm #27-4; Adam Farm #28-4; Adam Farm #21-4; Adam Farm #1-4	18-76-408-4	4	2N	68W
Burch #3-1A	16-02-79-3	1	2N	68W
Burch #3-1A	16-04-149-3	1	2N	68W
Burch #3-1A	16-80-210-4-EXT-1	1	2N	68W
Burch #3-1A	20-92-243-3	1	2N	68W
Robert E Baldwin Unit #2; Homestead #4-4; Homestead #22-4; Homestead #31-4; Homestead #29-4	20-90-167-3	4	2N	67W
HSE-Heintzelman #8-32A; Varra #41-32; Varra #24-32	16-11-444-4	32	3N	67W
Saddleback #21-29; Saddleback #31-29; Saddleback #30-29; Saddleback #6-29X; Saddleback #4-29; Saddleback #29-29; HSR-Teets #3-29A	16-15-151-4-EXT	29	2N	67W
Saddleback #21-29; Saddleback #31-29; Saddleback #30-29; Saddleback #6-29X; Saddleback #4-29; Saddleback #29-29; HSR-Teets #3-29A	16-84-565-4	29	2N	67W
Hamlin State #6-36; Carma #3-36; Carma #5-36; Carma #12-36; Carma #21-36; Carma #32-36; Carma #22-36	16-16-1218-3	36	3N	68W
Kugel #V 18-4; Kugel #12-18	04-181-4	18	2N	67W
Mchale #2-5; Cheng #3-8A, VOGL #5-8A	16-10-243-3-EXT	8	2N	67W
Mchale #2-5; Cheng #3-8A, VOGL #5-8A	16-74-115-4	5	2N	67W
Mchale #2-5; Cheng #3-8A, VOGL #5-8A	20-91-186-3	5	2N	67W
Mchale #2-5; Cheng #3-8A, VOGL #5-8A	99-14-3	5	2N	67W
BLC #8-2A	14-04-325-4-EXT	18	2N	67W
Victoria U #1-12JI	14-05-190-4	1	2N	68W
Victoria U #01-14-JI	16-04-210-4-EXT-2	1	2N	68W
Overlook #21-30; Overlook #7-30; Overlook #28-30	16-75-151-4	1	2N	68W
HSR-Teets #3-29A	16-84-565-4	1	2N	68W
Farnsworth 9-18A; Brett #4; HSR-OWEN #15-18A	20-90-153-3	1	2N	68W

Booth #7-1A	98-11-3	2	2N	68W
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Exhibit "C"

SYSTEM ENCROACHMENT PLAN

1. PURPOSE AND SCOPE

- a. To define guidelines for dealing with encroachments. These guidelines are intended to be used by federal, provincial, state, city, county and local planners, developers, engineers, contractors, land surveyors, or anyone involved in land development near Western Midstream and affiliated Companies ("Company") On-Shore Operations pipeline systems.
- b. These guidelines define the minimum standards of quality for addressing encroachments to Pipeline corridors and Rights-of-Way (ROW). These guidelines outline the Company's responsibility to protect its ROW while working with the communities in which it operates. The Company's goal is to maintain the value of its ROW and to ensure safety.
- c. Company Pipeline systems operate at high pressure and for safety reasons; it requires its company representatives to be on-site while work is being performed within ten feet (10') or on its rights-of-way.
- d. No Excavation shall occur in the vicinity of Company facilities or within its ROW until proper telephone notification has been made to the "One Call" system and, when necessary, a Company representative is on-site to monitor Excavation activities. All of the states in which the Company conducts Pipeline operations have "One Call" laws, which require 48 hours, not including the day of the call (i.e. 72 hours) notification prior to any construction or maintenance activities across, on, or in the vicinity of certain facilities. Company facilities include, but are not limited to:
 - i. ROW / Easements
 - ii. Pipelines
 - iii. Corrosion control facilities (deepwell/anode beds)
 - iv. Meter and valve sites
 - v. Scraper assembly sites
- e. Government entities play a major role in regulating land use by means of comprehensive planning, zoning, and other regulatory matters.
- f. The Company normally requires approximately 30 days lead-time to review preliminary plats for impacts to its Pipeline rights-of-way.
- g. The Company requires approximately 90 days lead-time to review proposed roadway crossing plans. When plans are submitted, a scope of work, description, plan and profile views should be provided. A location map should also be provided, showing the project site area including sufficient geographical references such as legal property lines and roadways.

2. PROCEDURE

- a. All costs associated with Pipeline modification, replacement, lowering, and protection, including engineering evaluation and design, are paid by the developer or encroaching entity, unless stated otherwise.
- b. Any disturbance to the existing Pipeline ROW or within a two foot (2') buffer around a Pipeline shall not occur without review by the Company. A disturbance shall include, but not be limited to, adding dirt, rock, or any other debris, excavation activity including but not limited to hydro-vac, excavation activities as defined by State Law, horizontal directional drilling (HDD), or removing dirt, rock, or vegetation. All ROW granted to third parties on Company-owned land or easements shall contain relocation, indemnity and damage provisions in favor of the Company along with other conditions deemed necessary by the Company.
- c. Temporary support of any exposed Pipeline during the excavation may be required in addition to twelve inches (12") of clean padding material above and below the Company Facility. To minimize stresses, any padding exceeding twelve (12") lifts will be compacted as approved by the Company representative.
- d. The maximum amount of fill to be placed on the Pipeline(s), including existing soil cover, is eight feet (8'). Only clean fill dirt will be allowed on the ROW. Erosion-control materials will be allowed. Special authorization must be given in the event soil cover exceeds eight feet (8').

- e. Pipeline markers will be set at all public roadway, railroad, and waterway crossings and in sufficient number along the ROW as deemed necessary by Company personnel so that the Pipeline's location is accurately known.
- f. Guidelines outlined in governing industry codes and standards, as well as Company policies, will be strictly followed.
- g. The Company may require proof of current ownership in the form of a Title Commitment, Title Policy, or a copy of a recorded Warranty Deed.
- h. The Company requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, the Company requires a copy indicating the book and the page of the recording.
- i. A Company representative is available with forty-eight (48) hours notice to determine the location and depth of the Pipeline(s). No Excavation on the ROW shall take place without approval from the Company and verification by the Company of the Pipeline location and depth.
- j. Encroaching entities shall provide type, size, and weight of construction equipment planned to be used in the vicinity of the Pipeline(s). Hydro-vac pressures may not exceed 800 psig and no straight tips.
- k. Plans for any Excavation on the ROW must be approved by a Company representative prior to commencing the work. Excavating closer than twenty-four inches (24") to the Pipeline(s) shall be done by hand. Plans must include locating, marking centerline of pipeline, and staking out twenty-four inches (24") from the edge of the pipeline.
- l. When digging inside the ROW side-cutting teeth shall be removed from buckets of excavating equipment.
- m. When locating a Pipeline for any type of foreign crossing, the Excavation must be done parallel to the existing Pipeline.
- n. When excavating for crossing the ditch line, after the pipe has been exposed by hand digging, the Excavation equipment must be positioned so that from the point of operations the equipment will not reach within twenty-four (24") of the Pipeline(s).
- o. No flo-fill or concrete fill is allowed with-in twelve inches (12") if a Pipeline.
- p. The encroaching entity shall provide three sets of plans for consideration. Submitting an incomplete plan may delay the engineering impact study and result in increased costs. The plans will contain the following information:
 - i. The Pipeline(s) location and depth, as well as the ROW width must be depicted on each print of the area where they exist.
 - ii. A plan view of the project with the Pipeline(s) location included.
 - iii. An illustration in profile of the existing surface elevations, the proposed surface elevations and the elevation of the Company Pipeline(s).
 - iv. A comprehensive utility/structure/grading plan depicting the relationship to the Pipeline(s).
 - v. A proper legal description of the project location.
 - vi. Complete landscaping plans.

A STANDARD WARNING STATEMENT WILL NEED TO BE CONSPICUOUSLY DISPLAYED ON ALL PRINTS THAT DEPICT THE PIPELINE(S). THE STATEMENT MUST CONTAIN THE FOLLOWING LANGUAGE:

WARNING

HIGH-PRESSURE PIPELINE(S)

Excavation and/or Construction Prohibited Without Written Permission From WES DJ Gathering LLC / WES Wattenberg Oil Complex LLC

3. GENERAL GUIDELINES

a. ROW Restrictions

- i. The ROW/Right-of-Use agreements define permanent and temporary boundaries of the easement. If Pipeline ROW width is not defined, a ROW Representative will clarify the width that will reasonably allow maintenance or construction and obtain additional easements as needed.

- ii. Multi-line, above ground appurtenance, and ingress and egress rights will be retained.
- iii. Maintain the right of reasonable access across the Homeowner's Association or landowner's property for the installation/repair, operation and maintenance of utilities required for any appurtenances.

The Right of Way Representative shall review and amend if possible any permanent rights-of-way that are less than thirty feet (30') in width to facilitate the mitigation of future encroachments and maintenance activities.

b. Structures

- i. No buildings, houses, barns, garages, patios, playhouses, sheds, swimming pools, reinforced concrete slabs or other similar structures shall be permitted on the ROW.
- ii. The Company must be notified prior to any fence construction on or over Company Pipeline(s) and/or associated ROW. Fences shall not parallel the Pipeline(s) within associated Rights-Of-Way.
- iii. The Company is willing to permit, and Owner shall have the right to erect and maintain, fences upon and across the lands within the easement – provided that Owner, his successors or assigns shall not use said right so as to materially impair Company rights to use the same for the purposes granted in the easement. All fencing will be subject to the following requirements:
 - 1. Fences must fully extend to an easement boundary line. Easement
 - 2. boundary lines shall be identified and marked by qualified Company personnel.
 - 3. Placement of fence posts shall not be within ten feet (10') of the centerline of the Pipeline(s).
 - 4. Privacy fencing may be installed with the understanding that Owner may be requested to install gates to allow unobstructed access to the Pipeline(s) and to ensure that privacy fencing does not interfere with the safe operation, maintenance and visual inspection of the line.
 - 5. No fence shall exceed four feet in height and shall not create greater than 50% visual coverage of Company easement.
 - 6. The landowner accepts full responsibility for any and all future damage(s) to the fence in the event the Company or its designee must access the Pipeline(s) and/or associated ROW to perform routine or emergency maintenance.
- iv. "Large debris" such as old cars, trailers, scrap metal, boulders, etc., will not be permitted on the ROW. The ROW must be kept clear for maintenance and inspection.

c. Landscaping

- i. Trees and mature shrubs exceeding three feet (3') in height and/or obstructing the view of the marker posts are not permitted within ten feet (15') of the centerline of the Pipeline(s).
- ii. Irrigation systems, field drain lines, and sidewalks will cross Company Pipeline(s) as close to 90 degrees as possible, but not less than 45 degrees. No septic-system lateral lines are permitted on the ROW.
- iii. Retaining walls are not permitted within ten feet (10') of the centerline of the Pipeline(s) and require review and approval from the Company.
- iv. Surface grade or elevation changes require Company review.
- v. No flo-fill or concrete fill is allowed with-in twelve inches (12") of a Pipeline.

d. ROW Clearing

- i. The Company may, at any time, elect to remove trees, brush, crops, and other vegetation from all or part of its ROW. Existing trees and/or shrubs may be cleared or side trimmed by the Company at its sole discretion.

e. Change of Land Use

- i. The landowner or tenant shall notify the Company when the land will be changed from pasture to cultivation; when equipment type changes result in an increase in tilling depth; installation of drain tile, or when terraces will be cut or re-cut. The Company will confirm the depth of cover over the Pipeline(s) and then determine the appropriate action to protect the Pipeline(s).
- ii. Livestock ponds, lakes, retention ponds, or wetlands will not be allowed on the Pipeline ROW.
- iii. As the rural environment is altered and land developments zoning are proposed, the Company prefers to amend the ROW agreement to reflect the changing land use. The Company will work with developers to incorporate its ROW into project design, including consent to use of ROW as “greenways” or open space areas within the development.
- iv. The form should be completed any time new construction is noted near a Company Pipeline.

f. Foreign Pipeline/Utility Crossing Guidelines

- i. For parallel Pipeline/utility encroachments, if feasible, the foreign Pipeline/utility should be located at the edge of the existing ROW but with no less than ten feet (10') of horizontal separation from any Company Pipeline.
- ii. Crossings should be as close to 90° to Company Pipeline(s) as possible, but not less than 45°.
- iii. Foreign Pipeline(s), utilities or flow lines should cross Company Pipeline(s) with at least twenty-four (24") of vertical separation. Special authorization must be given by the local Supervisor of Operations and Supervisor of Pipeline Integrity in the event separation is less than twenty four (24"). Exceptions for farm field drain tile may be made at the discretion of Company Team Leads. The preferred method is to cross under Company Pipeline(s). Warning tape, 6" McMaster-Carr No. 8288T12 (or equivalent), shall be placed above all foreign non-metallic lines that cross Company Pipeline(s).
- iv. Metallic pipe crossing Company Pipeline(s) will be subject to a cathodic protection interference survey. If remediation is necessary, the Company will demand full cooperation to ensure that the cathodic protection system is operating properly. If interference is detected, the crossing Pipeline company shall work diligently towards remediation.
- v. All foreign Pipelines will have DOT compliant pipeline markers installed so as to indicate its route across the Company Pipeline ROW.
- vi. Electrical, fiber optic, local service communication, long distance carrier telephone, and low-voltage (12 – 24 volt) utility cable should cross Company Pipeline(s) with twenty-four – inches (24") of vertical separation. Such cables shall be encased in a rigid, non-metallic conduit when crossing Company Pipeline(s), being at least 10 feet on either side of pipeline. A warning tape following the American Public Works Association color coding system and McMaster-Carr No. 8288T12 (or equivalent) specification shall be placed two feet (2') over the cable and shall extend at least twenty feet (20') on each side of the Pipeline. *The placement of warning tape on each side of Company Pipeline(s) is not required for utility cables installed using the directional drill or jacking method. Special authorization must be given for vertical separation less than twenty-four inches (24").*

g. Roadways, Driveways, Sidewalk/Trails, and Equipment Crossings

- i. Roadway, Sidewalk, and Trail Crossings - Roadways, including driveways, sidewalks, and trails shall be installed with a minimum of four feet (4') compacted cover over the carrier pipe, as measured from the top of the crossing surface to the top of the pipe.
- ii. Roadway, Sidewalk, and Trail Crossings should be as close to 90° to Company Pipeline(s) as possible, but not less than 45°.
- iii. Sidewalk and Trail alignments parallel to Company Pipeline(s) may be allowed when expressly approved by Company in writing, but shall at no time be within ten feet (10') of the centerline of the pipeline(s).

- iv. Street lights shall not be placed within twenty feet (20') of the Pipelines(s), unless expressly approved by Company in writing.
- v. In addition to the minimum depth stated above, the combined stress of the existing pipe due to internal pressure and external loading shall be analyzed to ensure that the pipe operates at a safe level.
- vi. Information found in Wheel Load Analysis - provides simplistic pre-tabulated data for vehicle crossings over liquid and gas pipelines. This table should be used for common scenarios which fall within the criteria. For more complex scenarios and scenarios outside of the range of table criteria, contact the Company Integrity Engineer.
- vii. If casing is required, casings must not end under the roadway surface or track structure, but will extend across the entire length of crossing and vents / markers installed. Casing design shall be reviewed by Company Integrity Engineer prior to installation.
- viii. Temporary construction roads, field roads, and unimproved roads must provide adequate protection to limit stress on the Pipeline. Additional cover and/or stabilization (timbers, steel plate, crushed rock, concrete slab, etc.) may be required taking into account expected weather, line depth, and type of vehicles proposed. All temporary construction roads must be adequate to meet stress limits and must be approved by the Company Construction inspector.
- ix. Six-inch (6") wide plastic warning tape, McMaster-Carr No. 8288T12 (or equivalent), shall be placed over each Pipeline after a clean twelve inch (12") padding material has been added.
- x. Equipment must cross the Pipeline only at approved crossing locations where the cover has been checked by the Company and determined adequate to meet load-bearing requirements.

h. Parking Lots

- i. Parking lots will not be permitted in Company easements and/or over pipelines without written approval by Company.
- ii. Company approved parking lots installed within ROW shall consist of a flexible surface such as asphalt. No reinforced concrete will be allowed.
- iii. Line depth must meet or exceed compacted cover requirements listed in the previous "Roadways, Driveways, Railroads, and Equipment Crossings" section above.
- iv. A close interval cathodic protection survey and a coating inspection will be performed prior to the parking lot being installed to evaluate the integrity of the Pipeline coating.

i. ONE CALL is Federal and State Law; Violation Can Result In Fine and Imprisonment

- i. The Secretary of the Department of Transportation has prescribed minimum requirements for establishing, the operation, and enforcement of a State One Call Notification Systems that will notify an operator of a Pipeline facility of planned excavation activity in the vicinity of their underground facility.
- ii. On notification of a damage prevention program or by a person planning to carry out demolition, excavation, blasting, drilling, tunneling, or construction in the vicinity of a Pipeline facility, the operator of the facility shall mark accurately, in a reasonable and timely manner, the location of the Pipeline facility in the vicinity of the demolition, Excavation, blasting, drilling, tunneling, or construction.
- iii. Penalty for not using the One Call Notification System or not heeding location information or markings could result in fine or imprisonment up to five years, or both. Contact information for the State One Call agencies may be found in the Damage Prevention Plan ONE Call

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.e

Discussion/Action

Meeting Date: May 14, 2025

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 25-54: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND AUTHORIZING EXECUTION OF AN ORDER FORM WITH FLOCK SAFETY

RECOMMENDATION

Staff recommends approval of this Resolution.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the [Ordinance or Resolution].

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

SUMMARY

This Resolution authorizes the Town to enter into a five-year Master Services Agreement with Flock Safety for the installation of five (5) license plate reader cameras at pre-designated locations within the Town. The cameras are intended to enhance public safety and support law enforcement efforts. The total cost of the cameras and associated services will be shared equally between the Town and the respective Homeowners Associations where the cameras will be installed. The Agreement spans five years and is subject to annual appropriation of funds by the Board of Trustees.

FINANCIAL CONSIDERATIONS

This five-year Agreement with Flock Safety is contingent upon the annual appropriation of funds by the Board of Trustees. The expenditure will be funded through the Police Department's budget and was included in the approved 2025 adopted budget. The total contract amount is \$75,000, to be paid in equal annual installments of \$15,000 over the term of the Agreement, as detailed below:

2026 – \$15,000

2027 – \$15,000

2028 – \$15,000

2029 – \$15,000

2030 – \$15,000

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees passed Resolution 23-97 on September 27, 2023, approving a Master Services Agreement with Flock for 14 license plate reader cameras.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-54 2025 Flock MLA and Order Form
2. CO - Firestone PD - Law Enforcement Agreement - ORDER FORM
3. CO - Firestone PD - Law Enforcement Master Services Agreement

RESOLUTION NO. 25-54

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND AUTHORIZING EXECUTION OF AN ORDER FORM WITH FLOCK SAFETY

WHEREAS, Flock Group Inc ("Flock") provides License Plate Recognition Cameras ("LPR") for more than 1200 law enforcement agencies across the United States; and

WHEREAS, the cameras are installed and maintained by Flock upon rights of way within a municipality and capture vehicles rear license plate and make and model of the vehicle; and

WHEREAS, such cameras are invaluable to law enforcement agencies in providing 24/7 coverage and real-time alerts such as AMBER alerts, improving response times, and the cameras capture of objective data, evidence and leads, assists law enforcement in the prevention and detection of crime and enhances the safety of the community; and

WHEREAS, the Town of Firestone ("Town") and Flock desire to enter into a master services agreement ("Agreement"), describing and setting forth the general legal terms governing the relationship between the Town and Flock for the provision of certain services relating to Flock devices; and

WHEREAS, the Agreement establishes a method by which the Town can request from and agree with Flock on specific devices, services and/or tasks to be furnished and performed by Flock, with defined scopes, timelines, deliverables and pricing to meet the over-arching goals of the Agreement, known as an order form ("Order Form"); and

WHEREAS, the Town needs certain installation, software and support services from Flock for five (5) LPR cameras to be placed at various locations throughout Town; and

WHEREAS, Flock has provided an Order Form to the Town for such services with the pricing therefor exceeding the authority of the Town Manager to approve, with such services to be governed by the terms and conditions of the Agreement.

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

Section. 1. The Master Services Agreement between the Town and Flock is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

Section 2. The Order Form is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Town Manager is authorized to execute the Order Form on behalf of the Town pursuant to the Agreement in an amount not to exceed \$75,000.00.

PASSED AND ADOPTED this 14th day of May, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

Flock Safety + CO - Firestone PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Will Nobles
will.nobles@flocksafety.com
2058215424

flock safety



ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	CO - Firestone PD	Initial Term:	60 Months
Legal Entity Name:	CO - Firestone PD	Renewal Term:	24 Months
Accounts Payable Email:	dangelo@firestoneco.gov	Payment Terms:	Net 30
Address:	9900 Park Avenue Firestone, Colorado 80504	Billing Frequency:	Annual Plan - Invoiced at Last Camera Validation.
		Retention Period:	0 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	5	\$0.00

Subtotal Year 1:	\$15,000.00
Annual Recurring Subtotal:	\$15,000.00
Discounts:	\$3,250.00
Estimated Tax:	\$0.00
Contract Total:	\$75,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon last installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Last Device Installed	\$15,000.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$75,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$3,250.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CO - Firestone PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

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

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“**Deployment Plan**”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitutional Article X Section 20 and all obligations of the Customer are subject to the annual appropriation of funds by its Board of Trustees. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 9900 Park Ave. Firestone, CO 80504

ATTN: David Angelo, Chief of Police

EMAIL: dangelo@firestoneco.gov

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.f

Discussion/Action

Meeting Date: May 14, 2025

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 25-55: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN RANCH PROPERTY OWNERS ASSOCIATION RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.

RECOMMENDATION

Staff recommends approval of Resolution 25-55.

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 [Ordinance or Resolution].

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

SUMMARY

The proposed Site License Agreement between the Town of Firestone and the St. Vrain Ranch Property Owners' Association (HOA) authorizes the installation and operation of three (3) Flock Safety cameras at the entrances to the St. Vrain Ranch Subdivision. Under this Agreement, the Town and the HOA will share equally in the annual operating costs of the cameras over the five-year term.

The HOA will reimburse the Town for 50% of the ongoing operational expenses for the Flock cameras installed at St. Vrain Ranch Subdivision.

FINANCIAL CONSIDERATIONS

This Resolution provides that the Homeowners Association shall reimburse the Town for 50% of the annual operating cost of the three Flock Safety cameras, totaling \$4,500 per year for the duration of the Agreement.

HISTORY AND PREVIOUS BOARD ACTION

This Site License Agreement is associated with Resolution 25-54, which proposes that the Town enter a Master Services Agreement with Flock Safety to expand the Flock camera program, intended to enhance public safety and support law enforcement efforts.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-55 St Vrain Ranch HOA Reimbursement Agreement (Flock Cameras)

2. St. Vrain Ranch HOA License Agreement with Approval Page

RESOLUTION NO. 25-55

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN RANCH PROPERTY OWNERS' ASSOCIATION RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA

WHEREAS, on May 14, 2025, the Board of Trustees adopted Resolution No. 25-55, approving an Order Form with Flock Safety ("Flock") for five (5) LPR cameras to be installed at various locations throughout the Town of Firestone ("Town"); and

WHEREAS, the St. Vrain Ranch Property Owners' Association ("HOA") desires to install a Flock camera at the entry way to the HOA; and

WHEREAS, the Town is willing to partner with the HOA and supply it with one of the Flock cameras to be provided to the Town pursuant to the Order Form, subject to the HOA's payment of one-half of the annual service fee assessed by Flock along with other terms and conditions, all as set forth in a site agreement attached hereto as Exhibit A; and

WHEREAS, the Board of Trustees finds that entering into the site agreement with the HOA is in the best interest of the Town and its citizens.

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

The Flock Safety Camera Site Agreement between the Town of Firestone and the St. Vrain Ranch Property Owners' Association 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.

PASSED AND ADOPTED this 14th day of May, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

[Flock Camera Site Agreement]

Flock Safety Camera Site Agreement

THIS SITE LICENSE AGREEMENT, is entered into this 14th day of May, 2025 ("Effective Date") between the **TOWN OF FIRESTONE**, a Colorado statutory municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 ("Town"), and **St. Vrain Ranch Property Owners Association** ("HOA") (collectively, the "Parties").

WHEREAS Flock Safety provides cameras which proactively deter and solve crime through the use of a license plate reader which operates 24/7 and provides evidence to law enforcement agencies to assist in solving and the prevention of crime; and

WHEREAS, the Town has a contract with Flock Safety and has located cameras throughout the Town; and

WHEREAS, HOA desires to have a Flock camera installed at the entry way to the HOA; and

WHEREAS, the Town with the permission of Flock Safety desires to provide the HOA a camera for such location subject to the terms and conditions set forth in this Agreement.

Site Location. HOA grants permission to the Town to have Flock Safety install and operate one camera at the entry way to the HOA at a location selected by Flock and the Town the cost for which shall be borne by the Town.

Use of Premises. HOA grants Flock Safety access to the premises as is necessary for the installation, operation, maintenance, and repair of the camera.

Annual Fee and Maintenance. The Town and the HOA shall each pay one-half of the annual service fee of \$3,000 assessed by Flock Safety and the Town and the HOA shall equally split the Camera Relocations, Equipment Replacements and Flock Safety Falcon Flex Replacements costs as set forth in Flock Safety's Reinstall Fee Schedule at <https://www.flocksafety.com/reinstall-fee-schedule>.

Term And Termination. This Agreement shall commence on the Effective Date and shall continue for a term of five years and may be renewed for additional term(s) dependent upon the Town's agreement with Flock Safety and as agreed upon in writing by the Town and the HOA. Either Party may upon fulfillment of all outstanding financial obligations terminate this Agreement with or without cause upon 60 days advance written notice to the other party.

Ownership of the Premises. The Town does not have or claim and shall not at any future time have or claim, any ownership interest in the real property upon which the camera is located, by virtue of this Agreement or any occupancy or use of the premises except as set forth in this Agreement.

Assignment and Subleasing. HOA shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Town.

Notices. All notices, demands or other writings which this Agreement requires to be delivered, or which may be delivered by either party hereto to the other party shall be deemed to have been fully delivered, when made in writing personally served or deposited in the United States mail, postage prepaid and delivered to the addresses listed above. Facsimile transmissions & electronic mail with proof of receipt are also means of delivering these communications. Any change of address must be given in writing to either party.

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

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

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

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

Removal of Camera. No later than sixty (60) calendar days after the termination of this Agreement, by expiration or otherwise, the Town shall, at its sole expense, dismantle and remove the camera and all associated fixtures from the premises, repair any damage to the premises resulting from the use of the camera, and return the premises to the HOA in good, usable condition, normal wear and tear and casualty excepted.

No Multi Year Fiscal Obligation. Nothing herein shall constitute a multi-year fiscal obligation pursuant to the Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, the Town's obligations under this Agreement are subject to the annual appropriation of funds by the Board of Trustees of the Town of Firestone. Any failure of a Town Board to annually appropriate adequate monies to fund the Town's obligations under this Agreement shall terminate this Agreement as such then existing appropriations are to be depleted. Notice of any event of non-appropriation shall be promptly provided to the HOA.

Relationship Between Parties. Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the provisions hereof nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship set forth in this Agreement.

Severability. If any section, subsection, or provision of this Agreement or the application thereof shall be held to be invalid and unenforceable for any reason, each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

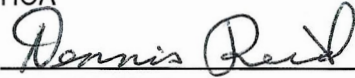
Colorado Law: This Agreement is governed by the law of the State of Colorado and venue for any litigation shall be the District Court for Weld County.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties.

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

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

HOA



HOA President
St. Vrain Ranch Property Owners Association

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, Town Clerk

Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.g

Discussion/Action

Meeting Date: May 14, 2025

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 25-56: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEIGHBORS POINT COMMUNITY ASSOCIATION, INC. RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.

RECOMMENDATION

Staff recommends approval of Resolution 25-56.

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 [Ordinance or Resolution].

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

SUMMARY

The proposed Site License Agreement between the Town of Firestone and the Neighbors Point Community Association, Inc. (HOA) authorizes the installation and operation of two (2) Flock Safety cameras at the entrances to the Neighbors Point Subdivision. Under this Agreement, the Town and the HOA will share equally in the annual operating costs of the cameras over the five-year term.

The HOA will reimburse the Town for 50% of the ongoing operational expenses for the Flock cameras installed at Neighbors Point.

FINANCIAL CONSIDERATIONS

This Resolution provides that the Neighbors Point Community Association, Inc. shall reimburse the Town for 50% of the annual operating cost of the two Flock Safety cameras, totaling \$3,000 per year for the duration of the Agreement.

HISTORY AND PREVIOUS BOARD ACTION

This Site License Agreement is associated with Resolution 25-54, which proposes that the Town enter a Master Services Agreement with Flock Safety to expand the Flock camera program, intended to enhance public safety and support law enforcement efforts.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-56 Neighbors Point HOA Reimbursement Agreements (Flock Cameras)
2. Neighbors Point Community Association Inc. HOA Site License Agreement

RESOLUTION NO. 25-56

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEIGHBORS POINT COMMUNITY ASSOCIATION, INC. RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA

WHEREAS, on May 14, 2025, the Board of Trustees adopted Resolution No. 25-56, approving an Order Form with Flock Safety (“Flock”) for five (5) LPR cameras to be installed at various locations throughout the Town of Firestone (“Town”); and

WHEREAS, Neighbors Point Community Association, Inc. (“HOA”) desires to install Flock cameras at the entry way to the HOA; and

WHEREAS, the Town is willing to partner with the HOA and supply it with one of the Flock cameras to be provided to the Town pursuant to the Order Form, subject to the HOA’s payment of one-half of the annual service fee assessed by Flock along with other terms and conditions, all as set forth in a site agreement attached hereto as Exhibit A; and

WHEREAS, the Board of Trustees finds that entering into the site agreement with the HOA is in the best interest of the Town and its citizens.

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

The Flock Safety Camera Site Agreement between the Town of Firestone and Neighbors Point Community Association, Inc is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the agreement on behalf of the Town.

PASSED AND ADOPTED this 14th day of May, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

[Flock Camera Site Agreement]

Flock Safety Camera Site Agreement

THIS SITE LICENSE AGREEMENT, is entered into this 14th day of May 2025 ("Effective Date") between the **TOWN OF FIRESTONE**, a Colorado statutory municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 ("Town"), and **Neighbors Point Community Association, Inc.** ("HOA") (collectively, the "Parties").

WHEREAS Flock Safety provides cameras which proactively deter and solve crime through the use of a license plate reader which operates 24/7 and provides evidence to law enforcement agencies to assist in solving and the prevention of crime; and

WHEREAS, the Town has a contract with Flock Safety and has located cameras throughout the Town; and

WHEREAS, HOA desires to have a Flock camera installed at the entry way to the HOA; and

WHEREAS, the Town with the permission of Flock Safety desires to provide the HOA a camera for such location subject to the terms and conditions set forth in this Agreement.

Site Location. HOA grants permission to the Town to have Flock Safety install and operate one camera at the entry way to the HOA at a location selected by Flock and the Town the cost for which shall be borne by the Town.

Use of Premises. HOA grants Flock Safety access to the premises as is necessary for the installation, operation, maintenance, and repair of the camera.

Annual Fee and Maintenance. The Town and the HOA shall each pay one-half of the annual service fee of \$3,000 assessed by Flock Safety and the Town and the HOA shall equally split the Camera Relocations, Equipment Replacements and Flock Safety Falcon Flex Replacements costs as set forth in Flock Safety's Reinstall Fee Schedule at <https://www.flocksafety.com/reinstall-fee-schedule>.

Term And Termination. This Agreement shall commence on the Effective Date and shall continue for a term of five years and may be renewed for additional term(s) dependent upon the Town's agreement with Flock Safety and as agreed upon in writing by the Town and the HOA. Either Party may upon fulfillment of all outstanding financial obligations terminate this Agreement with or without cause upon 60 days advance written notice to the other party.

Ownership of the Premises. The Town does not have or claim and shall not at any future time have or claim, any ownership interest in the real property upon which the camera is located, by virtue of this Agreement or any occupancy or use of the premises except as set forth in this Agreement.

Assignment and Subleasing. HOA shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Town.

Notices. All notices, demands or other writings which this Agreement requires to be delivered, or which may be delivered by either party hereto to the other party shall be deemed to have been fully delivered, when made in writing personally served or deposited in the United States mail, postage prepaid and delivered to the addresses listed above. Facsimile transmissions & electronic mail with proof of receipt are also means of delivering these communications. Any change of address must be given in writing to either party.

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

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

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

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

Removal of Camera. No later than sixty (60) calendar days after the termination of this Agreement, by expiration or otherwise, the Town shall, at its sole expense, dismantle and remove the camera and all associated fixtures from the premises, repair any damage to the premises resulting from the use of the camera, and return the premises to the HOA in good, usable condition, normal wear and tear and casualty excepted.

No Multi Year Fiscal Obligation. Nothing herein shall constitute a multi-year fiscal obligation pursuant to the Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, the Town's obligations under this Agreement are subject to the annual appropriation of funds by the Board of Trustees of the Town of Firestone. Any failure of a Town Board to annually appropriate adequate monies to fund the Town's obligations under this Agreement shall terminate this Agreement as such then existing appropriations are to be depleted. Notice of any event of non-appropriation shall be promptly provided to the HOA.

Relationship Between Parties. Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the provisions hereof nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship set forth in this Agreement.

Severability. If any section, subsection, or provision of this Agreement or the application thereof shall be held to be invalid and unenforceable for any reason, each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

Colorado Law: This Agreement is governed by the law of the State of Colorado and venue for any litigation shall be the District Court for Weld County.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties.

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

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

Neighbors Point Community Association, Inc.



President

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, Town Clerk

Marshall Keith Martin, Town Attorney

Report: Payroll Board Report - MARCH 2025
Filtered By: Pay Dates: 03/01/2025 - 3/31/2025
Company: TOWN OF FIRESTONE (6207725)

Total

# of EE's - 135 / # of Statements - 268							
Pay Type	Hrs	Amt	Deductions	EE Amt	ER Amt	Taxes	Amt
BERVMNT	24.00	\$913.89	ACCINS	\$978.24		FIT	\$76,660.30
Bonus			BASICLIFE		\$2,507.28	FICA	\$1,157.14
CALLOUT	8.00	\$343.84	CIE	\$823.30		MEDI	\$10,178.11
CMP			CIS	\$454.20		SIT:CO	\$33,961.00
CMPTMOFF	64.13	\$1,942.52	Dental		\$10,914.66	(3P) FIT	
CELLPHONE STI		\$275.00	EQP	\$801.08		(3P) MEDI	\$11.16
CPTO			FPPA	\$113,476.22	\$97,381.84	(3P) SIT:CO	
ELR		\$2,130.90	FPPA457	\$1,675.66		Totals:	\$121,956.55
EXT PD LV	245.90	\$9,297.28	FPPA457Roth	\$1,625.00		FICA	(\$28,575.59)
FLHOL	43.00	\$2,377.42	FPPADD		\$10,002.16	MEDI	\$10,189.27
FTOPAY	56.00	\$3,087.47	FSA Medical	\$3,865.74		SUTA_SC:CO	
GTL		\$2,129.95	FSALIMITED	\$682.16		Colorado Suppor	
HOLIDAY TIME OFF	286.08	\$14,109.20	FSB	\$3,156.64		SUTA:CO	\$1,084.54
HOLWK			GARN			ER Totals:	(\$17,301.78)
JURYDUTY	8.00	\$212.16	HOSPINS	\$1,366.91		All Totals:	\$104,654.77
OT	499.75	\$40,650.09	HSA	\$2,623.02			
PDG	4.00	\$335.52	HSA ER Contribut		\$4,775.00		
PDS			HSA Pre Tax Fami	\$18,681.82			
PDSS	5.00	\$403.30	LTD		\$1,286.25		
PSS	12.00	\$900.00	MBH				
PTO	1466.89	\$73,303.26	MBHSA		\$51,361.62		
RETROPAY		\$415.60	MCHSA	\$9,488.16	\$69,578.46		
Regular	12413.50	\$507,017.09	MOAP	\$8,279.25	\$46,914.84		
STANDBY			MS457B	\$250.00	\$2,234.30		
Salary		\$318,230.57	MSROTH	\$2,058.26			
TPA		\$769.44	NLLE	\$305.78			
UNPAIDLVE	32.00		NLLP	\$329.80			
VOLTMOFF	8.00	\$336.44	PERA	\$206,944.99	\$342,856.52		
Totals:	15176.25	\$978,411.50	PERA - ROTH	\$4,905.40			
Totals (3P):	0.00	\$769.44	PERA401K	\$2,609.73			
			PERA401KROTH	\$500.00			
			PERA457	\$3,122.45			
			PERALFINS	\$77.50			
			PYREIMB				
			SS3	\$11.16			
			STD		\$2,733.94		
			VOLLFINSC	\$68.00			
			VOLLFINSE	\$1,714.03			
			VOLLFINSS	\$447.90			
			Vision		\$1,950.56		
			XDNUFPPA	(\$80,522.32)	(\$68,645.25)		
			XDNUFPPA457ROTH	(\$775.00)			
			XDNUM4A	\$150.00	\$1,600.00		
			XDNUMSROTH'	(\$1,958.26)			
			XDNUPERA'	(\$149,818.98)	(\$248,163.51)		
			XDNUPERA457ROTH	(\$3,498.68)			
			zzMCH				
Totals:				\$154,899.16	\$329,288.67		

Name	Total Paid
Total ACE HARDWARE OF FIRESTONE:	23.98
Total ADAMSON POLICE PRODUCTS:	2,049.16
Total ALAN PLUMMER AND ASSOCIATES, INC:	4,422.60
Total Altitude Hobbies LLC:	7,510.00
Total AMAZON CAPITAL SERVICES:	6,707.91
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total American Events:	875.00
Total ANGEL ARMOR, LLC:	3,467.70
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	3,652.16
Total BAREFOOT RESIDENTIAL LLC:	48.32
Total BARTON MATERIALS LLC:	903.60
Total BEACON COMMUNICATIONS LLC:	838.19
Total BINFORD SUPPLY LLC:	101.18
Total Black Hills Energy:	7,007.87
Total BLUE TO GOLD LLC:	5,319.06
Total BOHANNAN HUSTON INC:	10,662.51
Total BROWNSTEIN HYATT FARBER SCHRECK:	5,763.62
Total CARROT-TOP INDUSTRIES INC:	607.91
Total CASI - Asphalt:	569.75
Total CDW LLC:	2,567.39
Total CELEGANS LABS INC:	14,215.98
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	56,013.65
Total CENTURY LINK:	148.61
Total CERTIFIED LABORATORIES:	1,269.45
Total CHASE PAYMENTNET:	170,355.35
Total CHECK-IT CODE CONSULTING LLC:	40,474.10
Total CHECKR INC:	61.59
Total CIGNA HEALTH & LIFE INSURANCE CO:	177,451.91
Total CINTAS FIRST AID & SAFETY:	859.45
Total CIRSA:	8,936.40
Total CITY OF LOVELAND:	2,000.00
Total CIVIC PLUS, INC:	17,007.09
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	612.50
Total COLORADO CIVIL GROUP INC.:	41,336.80
Total COLORADO GEOLOGICAL SURVEY:	341.70
Total CONCENTRA MEDICAL CENTERS:	259.00
Total CORE & MAIN LP:	17,105.57

Name	Total Paid
Total DBC IRRIGATION SUPPLY:	2,868.16
Total DEFALCO CONSTRUCTION:	84,241.12
Total DELTA DENTAL OF COLORADO, INC:	11,424.46
Total DOUGLAS COUNTY:	2,000.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,885.10
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	45,741.46
Total ENVIROTECH SERVICES INC.:	14,557.52
Total FACTORY MOTOR PARTS CO.:	502.55
Total FASTENAL COMPANY:	251.56
Total FBI-LEEDA Inc:	900.00
Total FIDELITY NATIONAL TITLE - S DENVER:	40.66
Total FIRST INTEGRITY TITLE COMPANY:	34.03
Total FIT FOR YOU LLC:	148.00
Total FRANCE PUBLICATIONS, INC:	1,700.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	303.10
Total FRONTIER BUSINESS PRODUCTS:	2,580.63
Total FRONTIER FIRE PROTECTION LLC:	6,270.00
Total Frost Solutions LLC:	3,000.00
Total FUZION FIELD SERVICES LLC:	9,791.39
Total GODDING DITCH COMPANY:	7,177.50
Total GOLF & SPORT SOLUTIONS:	986.00
Total GRAINGER:	1,639.28
Total GRAVES CONSULTING LLC:	2,500.00
Total GREEN GIRL RECYCLING SERVICES:	207.00
Total GROUND SOLUTIONS:	.00
Total HARDLINE EQUIPMENT LLC:	1,030.43
Total HAYASHI & MACSALKA, LLC:	12,376.50
Total INTERSTATE BATTERY OF THE ROCKIES:	417.80
Total INTERSTATE FORD:	33.18
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	43.75
Total James Nursery Company:	4,369.00
Total JK Wash Enterprises LLC:	847.75
Total JONES, STEPHEN:	1,500.00
Total J-U-B Engineers Inc:	17,313.60
Total KG CLEAN INC:	5,500.28
Total KIMBALL MIDWEST:	2,086.66
Total Kimley-Horn and Associates Inc:	7,315.00
Total KINSCO, LLC:	1,525.00
Total Kronos SaaShr Inc:	1,000.00

Name	Total Paid
Total LAND TITLE-DENVER-2:	33.65
Total LANGUAGELINE SOLUTIONS:	71.26
Total LAST CHANCE DITCH COMPANY:	5,979.07
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	67,360.52
Total LENNAR COLORADO:	392.32
Total LEONARD RICE ENGINEERS, INC:	82,862.56
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total Liliana Mercado:	220.00
Total LINX Multimedia LLLP:	8,702.25
Total LITTLE THOMPSON WATER DISTRICT:	279.71
Total MAC EQUIPMENT INC LONGMONT:	179.00
Total MAIN STREET MAT COMPANY, INC:	726.80
Total MARTIN MARIETTA MATERIALS INC:	2,688.06
Total MCCANDLESS TRUCK CENTER, LLC:	2,716.65
Total MCGRANE WATER ENGINEERING, LLC:	3,302.50
Total METRO PAVERS INC:	5,380.84
Total Mike Maroone Chevrolet GMC Longmont:	3,889.24
Total MILE HIGH SHOOTING ACCESSORIES LLC:	3,216.87
Total MISC VENDOR:	3,180.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	13,971.25
Total Neverest Equipment Company LLC:	20,857.89
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	5,132.81
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	161,867.94
Total Nutrien Ag Solutions Inc:	1,504.00
Total ODP BUSINESS SOLUTIONS LLC:	237.48
Total O'REILLY AUTO PARTS:	1,907.52
Total ORKIN PEST CONTROL, INC:	431.98
Total PINNACOL ASSURANCE:	40,296.00
Total PIONEER ATHLETICS:	2,325.80
Total POO FREE PARKS:	3,099.60
Total PUREWATER DYNAMICS, INC:	965.45
Total QUADIENT LEASING USA INC:	1,000.00
Total QUICK-SET AUTO GLASS:	1,020.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	121.34
Total RED WING SHOE STORE:	320.00
Total REDNECK TRAILER SUPPLY:	19.08
Total RESOURCE CENTRAL:	8,840.00
Total RESTITUTION / COURT REFUNDS:	2,436.43
Total REXEL USA, INC:	143.97

Name	Total Paid
Total RICHMOND AMERICAN HOMES:	48.86
Total ROAD SAFE TRAFFIC SYSTEMS:	3,142.50
Total ROCKY MOUNTAIN RESERVE LLC:	269.90
Total RURAL DITCH COMPANY:	13,552.22
Total SAFETY AND CONSTRUCTION SUPPLY INC:	89.70
Total Short-Elliott-Hendrickson Inc:	19,898.96
Total SPWRAP:	6,252.10
Total ST VRAIN SANITATION DISTRICT:	4,626.55
Total ST VRAIN WATER AUTHORITY:	86,941.43
Total Statusfy:	399.00
Total Sturgeon Electric Company:	7,050.00
Total Suter Media Relations:	3,500.00
Total SYMBOL ARTS:	662.50
Total TIMBER LINE ELECTRIC & CONTROL CORP:	4,505.85
Total TLM CONSTRUCTORS INC:	66,968.45
Total TRANSWEST TRUCK TRAILER RV:	304.36
Total Treetop Products, Inc.:	3,833.86
Total TRIDENT SECURITY SYSTEMS INC:	165.00
Total UMB BANK, NA:	500.00
Total UME CUSTOM EMBROIDERY:	10,152.42
Total UNIVERSITY AUTO PARTS, INC:	1,825.80
Total UTILITY NOTIFICATION CENTER OF COLORADO:	508.89
Total UTILITY REFUNDS -1:	4,215.10
Total VALLI INFORMATION SYSTEMS:	2,550.90
Total Verizon Connect NWF INC:	345.56
Total VIA MOBILITY SERVICES:	13,243.00
Total VISION SERVICE PLAN - VSP:	1,931.89
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	986.00
Total WAGNER EQUIPMENT CO.:	360.83
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WEAR PARTS & EQUIP CO. INC:	4,108.40
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	2,778.50
Total WESTWATER RESEARCH, LLC:	15,131.25
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,245.91
Total WICKHAM TRACTOR CO, Inc:	5,166.92
Total Widner Juran LLP:	9,589.20
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	4,051.01

NameTotal Paid

Grand Totals:

1,628,529.24

Name	Total Paid
MISC VENDOR	
Total Alberta Development Partners LLC:	.00
Total Primrose School:	1,500.00
Total Reliable Concrete:	1,680.00
Grand Totals:	3,180.00

Report: Payroll Board Report - APRIL 2025

Filtered By: Pay Dates: 04/01/2025 - 04/30/2025

Company: TOWN OF FIRESTONE (6207725)

Total

# of EE's - 130 / # of Statements - 134								
Pay Type	Hrs	Amt	Deductions	EE Amt	ER Amt	Taxes	Amt	
Bonus		\$2,425.87	ACCINS	\$485.48		FIT	\$54,760.99	
CALLOUT	2.00	\$107.54	BASICLIFE		\$1,244.60	FICA	\$653.32	
CMP			CIE	\$413.60		MEDI	\$8,484.24	
CMPTMOFF	48.50	\$1,771.20	CIS	\$225.15		SIT:CO	\$21,692.00	
CPS		\$250.00	Dental		\$5,406.74	Totals:	\$85,590.55	
CPTO	48.00	\$3,513.46	EQP	\$221.91		FICA	\$653.32	
EPL	101.00	\$3,554.19	FPPA457	\$762.83		MEDI	\$8,484.24	
FLHOL	24.00	\$807.77	FPPADD		\$4,788.63	SUTA_SC:CO		
FTOPAY	22.00	\$1,264.49	FSA Medical	\$2,345.37		Colorado Suppor		
GTL		\$1,072.15	FSALIMITED	\$226.50		SUTA:CO	\$997.94	
HOLTMOFF	65.75	\$3,616.20	FSDEPCARE	\$1,828.32		ER Totals:	\$10,135.50	
HOLWK			GARN			All Totals:	\$95,726.05	
JURYDUTY	11.00	\$586.05	HOSPINS	\$680.54				
OT	495.00	\$35,502.90	HSA	\$1,453.18				
PDG			HSA ER Contribut		\$2,375.00			
PDS			HSA Pre Tax Fami	\$9,320.91		Net Pay	Amt	
PDSS	9.00	\$725.94	LTD		\$638.24	Direct Deposit	\$377,695.89	
PSS	3.50	\$262.50	MBH		\$24,988.38	Check		
PTO	1070.59	\$57,662.56	MOAP	\$4,493.78	\$25,464.26	Totals:	\$377,695.89	
RETROPAY		\$3,522.71	MS457B	\$75.00	\$1,117.15			
Regular	6437.00	\$262,083.02	NLLE	\$152.89				
STANDBY	10.00	\$285.74	NLLP	\$164.90				
Salary		\$168,645.96	PERA401K	\$1,301.77				
UNPAIDLVE			PERA401KROTH	\$250.00				
Totals:	8347.34	\$547,660.25	PERA457	\$1,540.13				
			PERALFINS	\$38.75				
			PYREIMB					
			STD		\$1,357.68			
			VOLLFINSC	\$36.80				
			VOLLFINSE	\$722.81				
			VOLLFINSS	\$241.18				
			Vision		\$967.54			
			XDNUFPPA	\$15,806.05	\$14,430.49			
			XDNUFPPA457ROTH	\$425.00				
			XDNUM4A	\$75.00	\$800.00			
			XDNUMSROTH'	\$540.21				
			XDNUPERA'	\$34,160.59	\$56,010.38			
			XDNUPERA457ROTH	\$700.15				
			zzMCH	\$4,612.86	\$33,826.88			
			Totals:	\$83,301.66	\$173,415.97			

Name	Total Paid
Total ABS CONCRETE INC:	7,990.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	1,655.27
Total ADAMSON POLICE PRODUCTS:	27,549.49
Total Adsortium Media:	2,125.00
Total AIRGAS INC:	353.74
Total ALAN PLUMMER AND ASSOCIATES, INC:	17,296.50
Total AMAZON CAPITAL SERVICES:	3,938.86
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN LEGION AUXILLARY POST #1985:	1,000.00
Total ANATUM GEOMOBILE SOLUTIONS:	8,476.96
Total ANDERSON CONSULTING ENGINEERS, INC:	16,552.50
Total Aqua Engineering Inc:	1,500.00
Total AUSMUS LAW FIRM, P.C.:	2,250.00
Total B K TIRE, INC:	3,460.60
Total BINFORD SUPPLY LLC:	99.60
Total Black Diamond Gourmet:	1,351.88
Total Black Hills Energy:	3,911.28
Total BOBCAT OF THE ROCKIES:	135.66
Total Brothers Redevelopment Inc:	32,238.26
Total BUCKEY INTERNATIONAL INC:	1,123.33
Total C & W TRUCK AND TRAILER, LLC:	1,113.44
Total CARBON VALLEY HALF MARATHON:	2,500.00
Total CARBON VALLEY ROTARY CLUB:	1,000.00
Total CCNC, INC:	200.00
Total CDW LLC:	3,210.12
Total CELEGANS LABS INC:	13,582.68
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	56,013.65
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	12,000.00
Total CENTURY LINK:	1,430.66
Total CHECK-IT CODE CONSULTING LLC:	18,129.68
Total Cheryl Whiston:	322,000.00
Total CINTAS FIRST AID & SAFETY:	320.63
Total CIVIC PLUS, INC:	214.20
Total COLORADO CIVIL GROUP INC.:	82,650.80
Total COLORADO MATERIALS, INC:	2,579.62
Total CONCENTRA MEDICAL CENTERS:	593.00
Total CORE & MAIN LP:	53,856.45
Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST:	520,811.08

Name	Total Paid
Total Craneworks Inc:	1,786.40
Total DataShield Corporation:	141.00
Total DBC IRRIGATION SUPPLY:	10,403.40
Total Dexter Distribution Group LLC:	354.82
Total DOWNTOWN COLORADO INC:	250.00
Total ELEVATED CLOUD SERVICES LLC:	17,595.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	29.02
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	44,925.45
Total ENVIROTECH SERVICES INC.:	30,928.74
Total EON Workplace:	911.56
Total ESRI:	80.00
Total FACTORY MOTOR PARTS CO.:	96.98
Total FASTENAL COMPANY:	7.84
Total FREDERICK - FIRESTONE FIRE PROTECTION:	41,363.75
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	680.85
Total FRONTIER BUSINESS PRODUCTS:	317.82
Total Frost Solutions LLC:	6,000.00
Total FUZION FIELD SERVICES LLC:	6,586.30
Total G & G EQUIPMENT INC:	602.56
Total Gen Digital Inc:	650.43
Total GODDING DITCH COMPANY:	4,610.50
Total GOLF & SPORT SOLUTIONS:	4,012.77
Total GRAINGER:	941.91
Total GRAVES CONSULTING LLC:	2,500.00
Total GREEN GIRL RECYCLING SERVICES:	207.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	450.00
Total GROUND ENGINEERING CONSULTANTS, INC:	345.00
Total GROUND SOLUTIONS:	19,090.00
Total HAYASHI & MACSALKA, LLC:	11,914.00
Total IDEAL FENCING CORPORATION:	10,445.00
Total INTERMOUNTAIN SALES OF DENVER, INC.:	2,783.00
Total INTERSTATE BATTERY OF THE ROCKIES:	311.90
Total INTERSTATE FORD:	1,502.63
Total Jack Clancy Associates:	14,500.00
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	343.75
Total JK Wash Enterprises LLC:	775.00
Total JONES, STEPHEN:	1,500.00
Total KG CLEAN INC:	11,000.56
Total KINSCO, LLC:	2,148.50

Name	Total Paid
Total KMML Consulting LLC:	2,351.88
Total Kronos SaaShr Inc:	4,777.64
Total L G EVERIST INC:	49,496.48
Total L. L. JOHNSON DISTRIBUTING CO.:	147.18
Total LANGUAGE NEXUS, INC:	205.00
Total LANGUAGELINE SOLUTIONS:	46.13
Total LAST CHANCE DITCH COMPANY:	55.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	34,695.90
Total LEONARD RICE ENGINEERS, INC:	99,207.78
Total LEXISNEXIS RISK SOLUTIONS:	3,160.50
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	280.09
Total Longmont Digital Printing:	924.00
Total LONGMONT HUMANE SOCIETY:	6,274.75
Total Loveland Youth Athletic Association Inc:	2,000.00
Total MAC EQUIPMENT INC LONGMONT:	33,771.21
Total MAIN STREET MAT COMPANY, INC:	363.40
Total MAZZELLA DENVER WIRE ROPE:	2,442.12
Total Mike Maroone Chevrolet GMC Longmont:	288.16
Total MILE HIGH SHOOTING ACCESSORIES LLC:	3,223.43
Total Minuteman Press Boulder:	62.17
Total MISC VENDOR:	2,097.74
Total MOUNTAIN TRUCK & EQUIPMENT CO:	66.22
Total Mr Asphalt LLC:	2,651.20
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,036.00
Total MUTUAL OF OMAHA INSURANCE CO:	13,555.14
Total Nutrien Ag Solutions Inc:	8,013.50
Total O.J. WATSON COMPANY, INC.:	1,450.00
Total ODP BUSINESS SOLUTIONS LLC:	234.20
Total O'REILLY AUTO PARTS:	1,610.56
Total ORKIN PEST CONTROL, INC:	440.99
Total PETTY CASH - TOWN OF FIRESTONE:	155.11
Total PINNACOL ASSURANCE:	30.00
Total PIONEER ATHLETICS:	13,188.64
Total PRAIRIE MOUNTAIN PUBLISHING:	13.63
Total Print Experts:	6,535.97
Total PUREWATER DYNAMICS, INC:	799.02
Total Rainbow Ecoscience:	7,207.81
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	121.34

Name	Total Paid
Total RESTITUTION / COURT REFUNDS:	3,141.46
Total RIPTIDE CAR & PET WASH:	.00
Total RSL Outdoor:	1,428.30
Total SAFETY AND CONSTRUCTION SUPPLY/TOOL ZONE:	245.35
Total Skaggs Public Safety Uniforms & Equip:	121.98
Total ST VRAIN SANITATION DISTRICT:	102.00
Total ST VRAIN WATER AUTHORITY:	86,776.51
Total Statewide Internet Portal Authority:	2,105.60
Total STEVE BALCEROVICH:	5,000.00
Total Sturgeon Electric Company:	8,950.00
Total SUMMIT DATA PROTECTION LLC:	21,645.00
Total Suter Media Relations:	2,500.00
Total SYMBOL ARTS:	160.00
Total The Headshot Gal:	1,100.00
Total THE TREE FARM:	1,403.55
Total TIMBERLAN, INC:	28,200.00
Total TLM CONSTRUCTORS INC:	74,735.41
Total TLTC DISTRIBUTING LLC:	496.90
Total TRANSWEST TRUCK TRAILER RV:	439.17
Total Treetop Products, Inc.:	5,942.86
Total TRIDENT SECURITY SYSTEMS INC:	360.00
Total UC HEALTH, INC:	1,261.81
Total UME CUSTOM EMBROIDERY:	771.18
Total UNITED POWER-BRIGHTON:	4,552.68
Total UNIVERSITY AUTO PARTS, INC:	1,975.39
Total UPS:	29.28
Total UTILITY NOTIFICATION CENTER OF COLORADO:	521.29
Total UTILITY REFUNDS -1:	100.00
Total VALLI INFORMATION SYSTEMS:	3,257.20
Total VELOCITY POWER LLC:	2,090.50
Total VIA MOBILITY SERVICES:	6,783.00
Total VISION SERVICE PLAN - VSP:	2,039.76
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	4,856.00
Total WAGNER WELDING SUPPLY CO.:	9.61
Total WASTE CONNECTIONS OF COLORADO INC:	777.31
Total WEAR PARTS & EQUIP CO. INC:	5,628.66
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,881.00
Total WELD COUNTY TREASURER:	21,144.12
Total WESTWATER RESEARCH, LLC:	17,032.50

Name	Total Paid
Total WICKHAM TRACTOR CO, Inc:	189.54
Total Widner Juran LLP:	8,223.10
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	4,144.86
Grand Totals:	2,113,869.02

NameTotal Paid

MISC VENDOR

Total AMAZING GATES OF COLORADO:

2,097.74

Grand Totals:

2,097.74

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 10.a

Executive Session

Meeting Date: May 14, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None