



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

August 27, 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 August 13, 2025 Board of Trustees Regular Meeting Minutes
 - b. **Resolution 25-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF THE FIRELIGHT PARK FILING NO. 1 FINAL PLAT
 - c. **Resolution 25-93:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL MINOR SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BROOKS FARM SECOND SUBDIVISION
6. **Presentation**
 - a. CACP Accreditation Presentation
7. **Discussion/Action**

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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.

- a. **Resolution 25-91:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT
- b. **Resolution 25-94:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED BOARD OF TRUSTEES RULES OF PROCEDURE
- c. **Resolution 25-95:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LIGHTGIG COMMUNICATIONS, LLC FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY
- d. Q&A - Resident Questions & Board Responses

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

9. **Reports**

- a. Staff
 - 9.a.i. 2nd Quarter Financial Report
- b. Mayor
- c. Trustees

10. **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: August 27, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of August 13, 2025 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].

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

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

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

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. August 13, 2025 Board of Trustees Regular Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
August 13, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on August 13, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 7:07 pm.

The following were present upon the call of the roll:

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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Morton, **second** by Trustee Byrd, to amend the agenda to remove items E (Rules and Procedures) and item F (Board of Trustees Meeting Schedule Discussion) under Discussion/Action. All in Favor, **Motion carried**.

Motion by Trustee Morton, **second** by Trustee Byrd, to amend the consent agenda by moving item C, Board of Trustees Expenses, to Discussion/Action, becoming the new item e. All in Favor, **Motion carried**.

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve the agenda as amended. All in Favor, **Motion carried**.

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

Becky Duckworth, a Firestone resident, provided public comment regarding resolution 25-89 public notice.

5. Consent Agenda

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve the Consent Agenda
Roll Call Vote:

Yes: Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None

Abstain: None

Motion carried.

- a. Approval of July 23, 2025 Board of Trustees Regular Meeting Minutes
- b. Approval of August 6, 2025 Joint Board of Trustees and Planning & Zoning Commission Special Meeting Minutes
- c. **Resolution 25-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF WATER RIGHTS

6. Discussion/Action

- a. **Resolution 25-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SITE SERVICES DRILLING, LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SITE SERVICES DRILLING, LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Roll Call Vote:

Yes: Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried.

- b. **Resolution 25-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1 PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve **Resolution 25-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1 PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Roll Call Vote:

Yes: Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried.

- c. **PUBLIC HEARING: Resolution 25-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF DEVELOPMENT

The Mayor opened the public hearing at 7:22 PM regarding the Public Hearing for Resolution 25-89.

Will Wagenlander, from RVI Planning + Landscape Architecture, presented to the Board of Trustees.

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

Carolynne White, with Brownstein, answered the board's questions regarding the proposed resolution.

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve **PUBLIC HEARING: Resolution 25-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF DEVELOPMENT

Roll Call Vote:

Yes: Trustee Morton, Trustee Byrd, Trustee Doherty

No: Trustee Holcomb

Abstain: None

Motion carried.

- d. **Resolution 25-90:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUBMITTING TO THE ELIGIBLE ELECTORS WITHIN THE BOUNDARIES OF THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY, AT AN ELECTION TO BE HELD ON NOVEMBER 4, 2025, TABOR BALLOT QUESTIONS AUTHORIZING THE AUTHORITY TO COLLECT, RETAIN AND EXPEND REVENUES AND AUTHORIZING THE AUTHORITY TO ISSUE DEBT; AND SETTING THE BALLOT LANGUAGE FOR SUCH QUESTIONS

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve **Resolution 25-90:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUBMITTING TO THE ELIGIBLE ELECTORS WITHIN THE BOUNDARIES OF THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY, AT AN ELECTION TO BE HELD ON NOVEMBER 4, 2025, TABOR BALLOT QUESTIONS AUTHORIZING THE AUTHORITY TO COLLECT, RETAIN AND EXPEND REVENUES AND AUTHORIZING THE AUTHORITY TO ISSUE DEBT; AND SETTING THE BALLOT LANGUAGE FOR SUCH QUESTIONS

Roll Call Vote:

Yes: Trustee Morton, Trustee Byrd, Trustee Doherty

No: Trustee Holcomb

Abstain: None

Motion carried.

- e. Board of Trustees Expenses

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

John Damsma, a Firestone resident, provided public comment regarding the Board of Trustees and the Planning and Zoning Commission script.

8. Reports

- a. Staff

A.J. Krieger, Town Manager, addressed a few public comments and reported on a summons submitted to the Town Clerk's office.

8.a.i. July Financial Report

- b. Mayor

- c. Trustees

Trustee Morton, reported on the PTROC edits regarding the Post Master Plan. She also mentioned the commission's interest in presenting to the Board of Trustees.

9. Adjournment

Motion by Trustee Byrd, **second** by Trustee Morton, to Adjourn. All in Favor, **Motion carried.**

Introduced and Approved the 27th Day of August, 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: August 27, 2025

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 25-92: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF THE FIRELIGHT PARK FILING NO. 1 FINAL PLAT

RECOMMENDATION

Staff recommends that the Board of Trustees approve Resolution 25-92.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

This resolution approves the property owner's request for an extension to record the Firelight Park Filing No. 1 Final Plat, which is located on the east side of Fairview St, north of SH 119. Approval of the resolution would extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days to March 7, 2026.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On March 12, 2025, the Board of Trustees approved Resolution 25-33, a resolution approving the Firelight Park Filing No. 1 Final Plat.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-92
2. Firelight Park F1 Plat
3. Resolution 25-33

RESOLUTION NO. 25-92

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF THE FIRELIGHT PARK FILING NO. 1 FINAL PLAT

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 25-33, dated March 12, 2025, approved the Firelight Park Filing No. 1 Final Plat (the “Final Plat”), submitted by Firelight Development, Inc. (“Applicant”), as owner of certain real property located in the Southwest 1/4 of Section 5, Township 2 North, Range 68 West of the 6th Principal Meridian, in the Town of Firestone (the “Property”); and

WHEREAS, Applicant has requested that the Board of Trustees extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days, beginning from September 8, 2025, and continuing through to and including March 7, 2026; and

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

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

Section 1. The Board of Trustees hereby approves a one hundred and eighty (180) day extension for the Firelight Park Filing No. 1 Final Plat to March 7, 2026, subject to the following conditions:

(a) All conditions of the original Firelight Park Filing No. 1 Final Plat approval from March 12, 2025, as set out in Resolution No. 25-33, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by March 7, 2026, the Firelight Park Filing No. 1 Final Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Filing No. 1 Final Plat, and the extension thereof, as provided by Resolution No. 25-33 and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 27th day of August, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

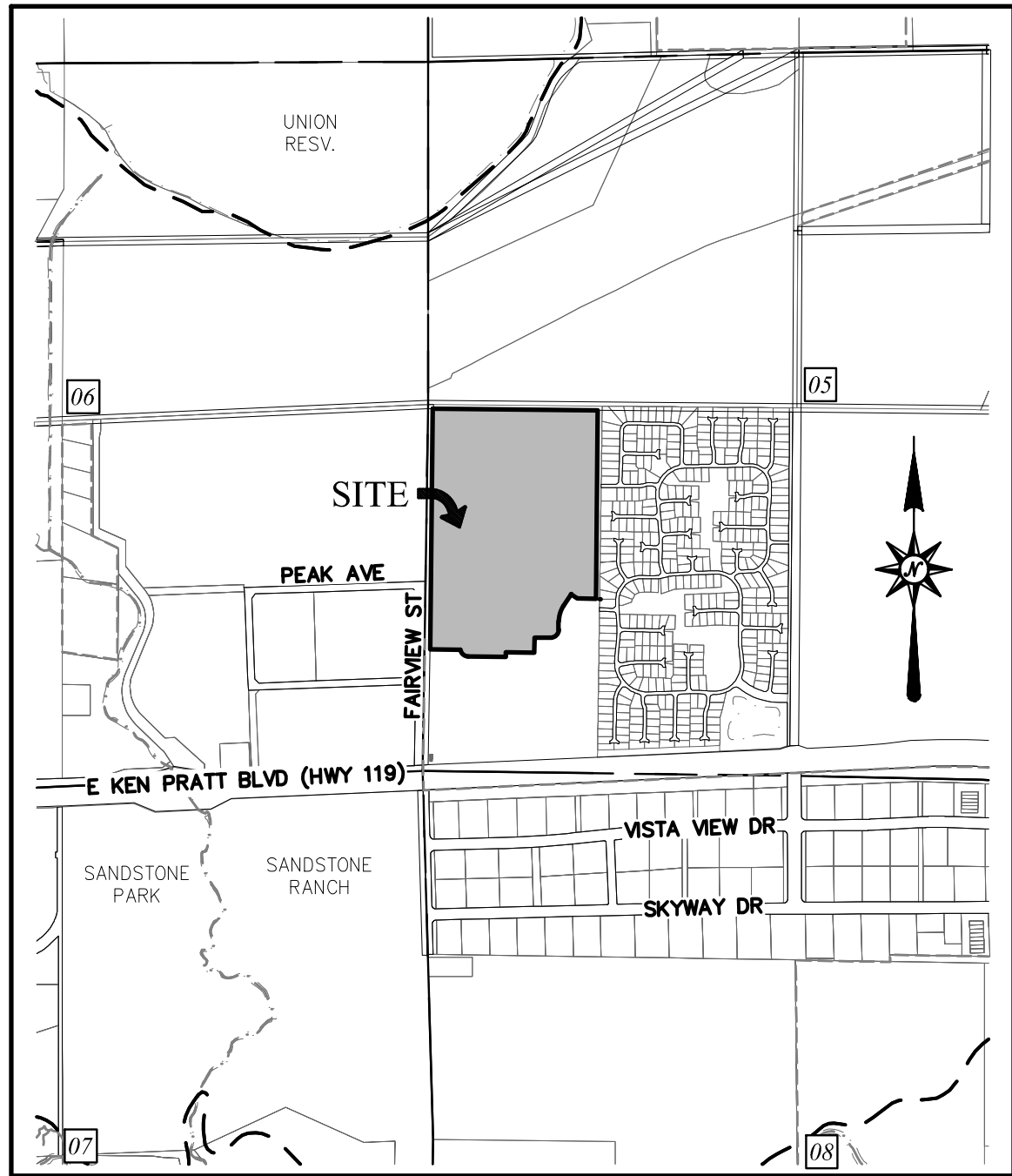
EXHIBIT A
Firelight Park Filing No. 1 Final Plat

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

45.65 ACRES - 68 LOTS - 13 TRACTS

FP22-038



VICINITY MAP

SCALE: 1" = 1200'

OWNERSHIP CERTIFICATE

THE DEDICATION OF TRACT J IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT DEVELOPMENT, INC.

FIRELIGHT DEVELOPMENT, INC.

BY: _____ DATE: _____

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) SS.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

THE DEDICATION OF TRACTS B, C, AND K IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY VOYAGE VENTURES, LLC.

VOYAGE VENTURES, LLC

BY: _____ DATE: _____

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) SS.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE

THE DEDICATION OF TRACTS A, D, THROUGH I, L, AND M IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT.

FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) SS.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION CERTIFICATE

WE, CHICAGO TITLE INSURANCE 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 FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES.

BY: _____

DATE: _____

TITLE: _____

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF FIRELIGHT PARK FILING NO. 1 WAS APPROVED ON THIS _____ DAY OF _____, 20____ BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON. ALL PUBLIC DEDICATIONS SHOWN ON THIS FINAL PLAT ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT ACCEPTANCE DOES NOT OBLIGATE THE TOWN OF FIRESTONE TO FINANCE OR CONSTRUCT IMPROVEMENTS ON LAND OR WITHIN SUCH EASEMENTS, EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

MAYOR

ATTEST: _____

TOWN CLERK

SURVEYOR'S CERTIFICATE

I, JOSHUA BREEDLOVE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS PLAT AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS _____ DAY OF _____, 20____

JOSHUA BREEDLOVE
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38174
FOR AND ON BEHALF OF ATWELL, LLC

DEDICATION AND OWNERSHIP STATEMENT

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

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT RECORDED AT RECEPTION NO. 4973387, WELD COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTH END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, AND AT THE NORTH END BY A 2" ALUMINUM CAP STAMPED "1994 LS 35937". SAID WEST LINE BEARS NORTH 00°44'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°29'45" EAST, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT D, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID TRACT D SOUTH 89°29'45" EAST, 1195.77 FEET TO THE NORTHEAST CORNER OF SAID TRACT D;

THENCE DEPARTING SAID NORTH LINES AND ALONG THE EAST LINE OF SAID TRACT D SOUTH 00°45'54" WEST, 1382.55 FEET;

THENCE DEPARTING SAID EAST LINE NORTH 89°14'06" WEST, 136.35 FEET;

THENCE NORTH 54°16'16" WEST, 53.45 FEET A POINT OF CURVATURE;

THENCE 2.95 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 00°37'31", AND SUBTENDED BY A CHORD BEARING SOUTH 32°34'35" WEST, A DISTANCE OF 2.94 FEET;

THENCE SOUTH 33°02'09" WEST, 100.00 FEET TO A POINT OF CURVATURE;

THENCE 118.28 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET, AND A CENTRAL ANGLE OF 32°16'14";

THENCE SOUTH 00°45'54" WEST, 60.00 FEET TO A POINT OF CURVATURE;

THENCE 91.11 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, AND A CENTRAL ANGLE OF 90°00'00";

THENCE NORTH 89°14'06" WEST, 115.00 FEET;

THENCE SOUTH 00°45'54" WEST, 110.00 FEET;

THENCE NORTH 89°14'06" WEST, 205.00 FEET;

THENCE SOUTH 00°45'54" WEST, 33.29 FEET;

THENCE NORTH 89°14'06" WEST, 272.18 FEET TO A POINT OF CURVATURE;

THENCE 80.76 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, AND A CENTRAL ANGLE OF 79°46'47";

THENCE NORTH 89°15'27" WEST, 220.14 FEET TO SAID EAST RIGHT-OF-WAY LINE, ALSO BEING THE WEST LINE OF SAID TRACT D;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID WEST LINE NORTH 00°44'19" EAST, 620.99 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WESTERLY LINE OF SAID TRACT D THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°15'27" EAST, 199.27 FEET TO A POINT OF CURVATURE;
2. 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 90°00'00";
3. SOUTH 89°15'27" EAST, 60.00 FEET TO A POINT OF CURVATURE;
4. 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD BEARING NORTH 45°44'33" EAST, A DISTANCE OF 28.28 FEET;
5. NORTH 00°44'33" EAST, 60.00 FEET;
6. NORTH 89°15'27" WEST, 299.27 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE NORTH 00°44'19" EAST, 1078.33 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,988,384 SQUARE FEET, OR 45.65 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK FILING NO. 1. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

AS: _____

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) SS.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER:
FIRELIGHT DEVELOPMENT, INC.
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

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



REVISIONS		SHEET 1 OF 6
1ST SUBMITTAL	06/11/2023	
2ND SUBMITTAL	11/29/2023	
3RD SUBMITTAL	02/02/2024	
4TH SUBMITTAL	12/06/2024	
5TH SUBMITTAL	02/28/2025	
FILE NO.	2025-001-001-001	18003353
DATE	09/11/2022	
DRAWN BY	TWK	
CHECK BY	CD/JMB	
JOB NO.	18003353	

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	6.20 AC.	13.582
TRACTS	33.66 AC.	73.735
R.O.W.	5.79 AC.	12.683
TOTAL	45.65 AC.	100.00

TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
*A	1.12 AC.	OPEN SPACE/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
B	1.52 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.
C	1.79 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.
D	0.81 AC.	OPEN SPACE/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
E	0.39 AC.	OPEN SPACE/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
F	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
G	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
H	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
I	0.17 AC.	OPEN SPACE	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
J	4.10 AC.	OIL/GAS FACILITIES	VOYAGE VENTURES, LLC	VOYAGE VENTURES, LLC
K	19.29 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.
L	0.34 AC.	OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
M	3.92 AC.	OPEN SPACE/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT

* ONLY THE PORTION OF TRACT A NORTH OF TRACT B IS OPEN SPACE. SEE LANDSCAPE PLANS FOR OPEN SPACE IMPROVEMENTS

OPEN SPACE SUMMARY		
TRACT	TRACT ACREAGE	OPEN SPACE ACREAGE
A	1.12	0.64
D	0.81	0.81
E	0.39	0.39
I	0.17	0.17
L	0.34	0.34
M	3.92	3.02
TOTAL	6.75	5.37

LAND DEDICATION REQUIREMENTS					
PARK LAND DEDICATION	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 1 (ACRES)	PROVIDED AREA (ACRES)	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FOR FUTURE FILINGS
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.11	0.00	0.00	0.00
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	0.64	0.00	0.64	0.00
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	1.06	0.00	1.06	0.00
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	2.96	5.37	0.00	2.41

GENERAL NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTER OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, PURSUANT TO 18 U.S.C. §1858.
- TITLE COMMITMENT NO. ABC25201527.1-2, AMENDMENT NO. 2 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JULY 3, 2024, WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY ATWELL, LLC TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- LINEAR DISTANCES SHOWN HEREON ARE GROUND DISTANCES REPORTED IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THE PROPERTY OWNER SHALL DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF TWO HUNDRED (200) FEET OF THE PLUGGED AND ABANDONED WELL OF (1) THE LOCATION OF THE PLUGGED AND ABANDONED WELL, (2) THE LOCATION OF THE MAINTENANCE AND WORKOVER SETBACK, AND (3) THE PURPOSE OF THE MAINTENANCE AND WORKOVER SETBACK.
- A PERPETUAL EASEMENT IS HEREBY GRANTED OVER AND ACROSS ALL PEDESTRIAN WALKWAYS, PATHS, TRAILS, SIDEWALKS, ETC., TOGETHER WITH ALL OTHER OPEN SPACE AREAS AND AMENITIES, INSTALLED WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS, AT ANY TIME AND FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.
- THE SUBJECT PROPERTY LIES WITHIN FLOODPLAIN ZONE X, DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD PER FEDERAL FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO, MAP NO. 08123C1870F, EFFECTIVE DATE: SEPTEMBER 26, 2024.
- SURVEY FIELDWORK WAS COMPLETED FOR THIS PROJECT ON 7/16/2024.
- THE SUBJECT PROPERTY IS CURRENTLY ZONED AS R-B (RESIDENTIAL B) ACCORDING TO THE TOWN OF FIRESTONE ZONING MAP.

DRAFT

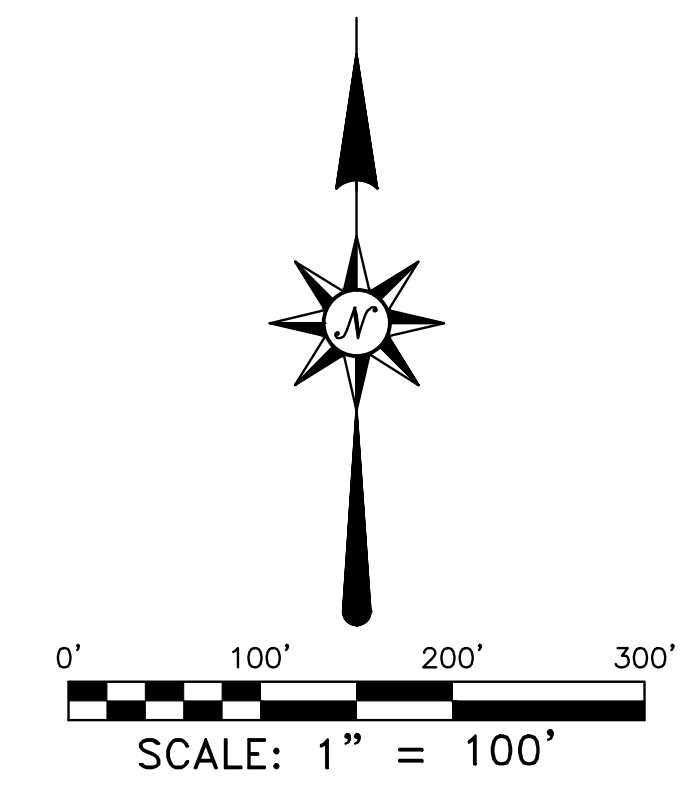
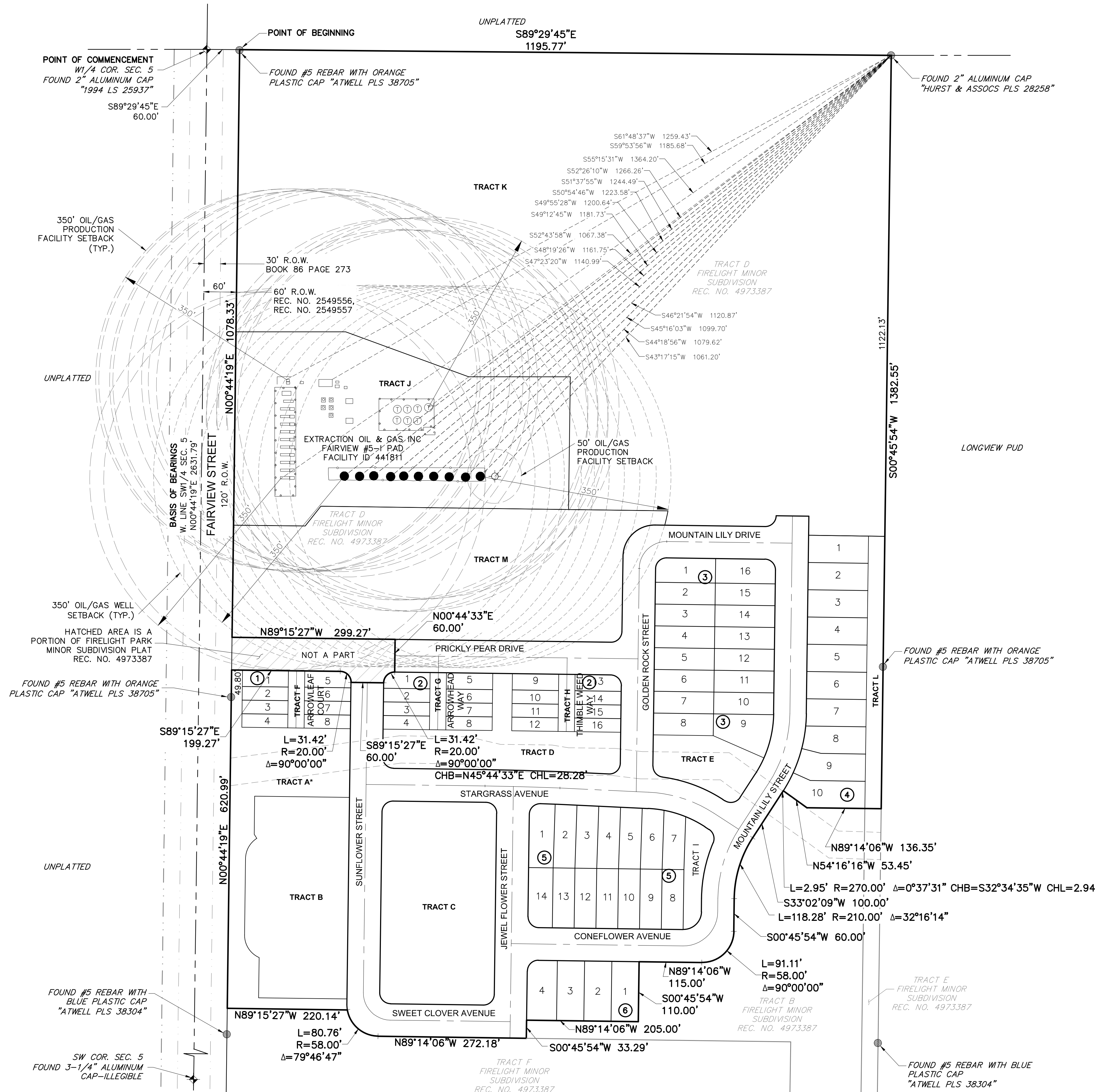


REVISIONS		SHEET 2 OF 6
1ST SUBMITTAL	06/11/2023	
2ND SUBMITTAL	11/29/2023	
3RD SUBMITTAL	02/02/2024	
4TH SUBMITTAL	12/06/2024	
5TH SUBMITTAL	02/28/2025	
		FILE NO. 18003353 PLAN NOS
		DATE 09/11/2022
		DRAWN BY TWK
		CHECK BY CD/JMB
		JOB NO. 18003353

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK
MINOR SUBDIVISION PLAT

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP
2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038



LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	EXISTING OIL/GAS WELLS SEE SHEET 5

*SEE LANDSCAPE PLANS FOR OPEN SPACE IMPROVEMENTS

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

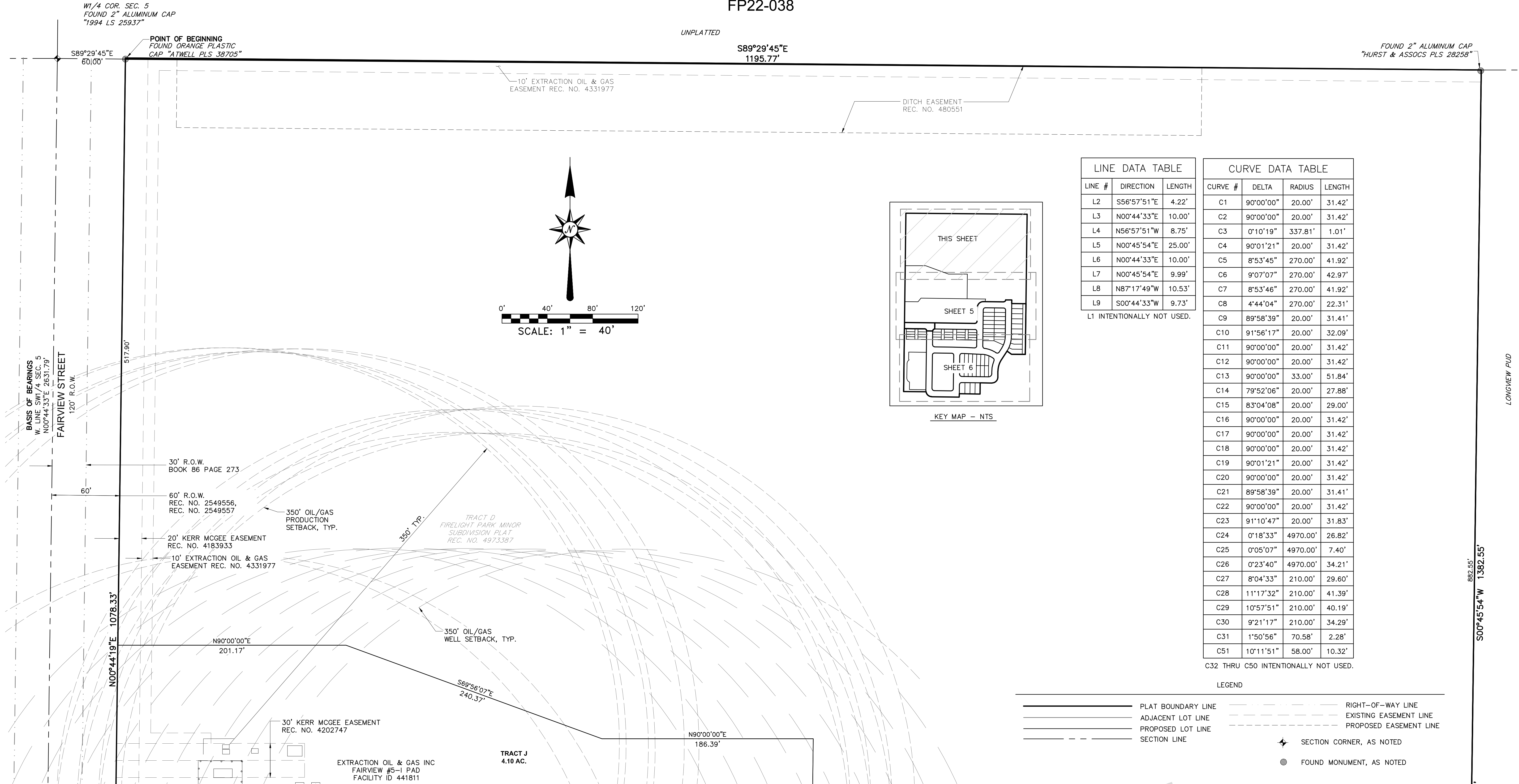
REVISIONS	
1ST SUBMITTAL	06/11/2023
2ND SUBMITTAL	11/29/2023
3RD SUBMITTAL	02/02/2024
4TH SUBMITTAL	12/06/2024
5TH SUBMITTAL	02/28/2025

SHEET
3
OF 6

FILE NO. 18003353
DATE 09/11/2023
DRAWN BY TWK
CHECK BY CD/JMB
JOB NO. 18003353

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038



LINE DATA TABLE

LINE #	DIRECTION	LENGTH
L2	S56°57'51"E	4.22'
L3	N00°44'33"E	10.00'
L4	N56°57'51"W	8.75'
L5	N00°45'54"E	25.00'
L6	N00°44'33"E	10.00'
L7	N00°45'54"E	9.99'
L8	N87°17'49"W	10.53'
L9	S00°44'33"W	9.73'

L1 INTENTIONALLY NOT USED.

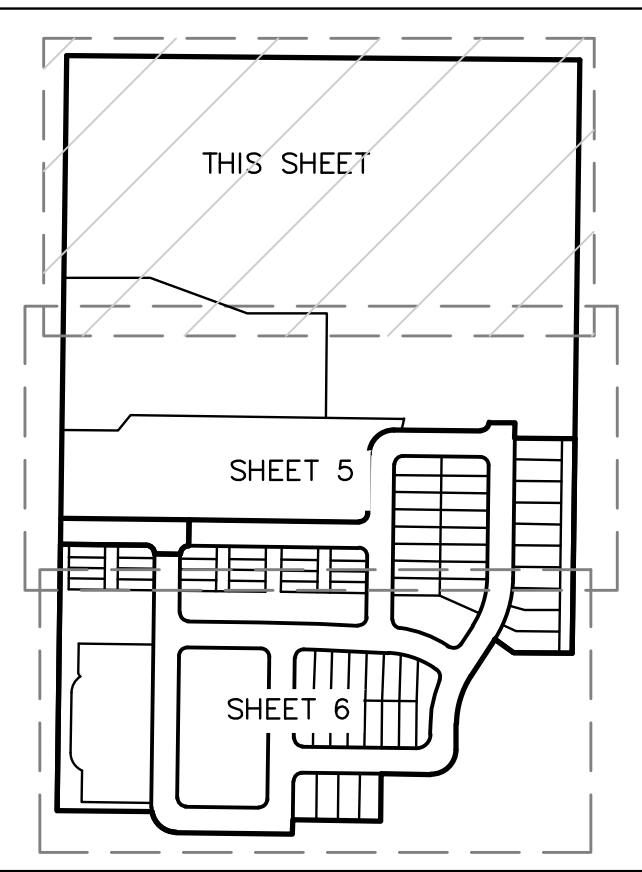
CURVE DATA TABLE

CURVE #	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	90°00'00"	20.00'	31.42'
C3	0°10'19"	337.81'	1.01'
C4	90°01'21"	20.00'	31.42'
C5	8°53'45"	270.00'	41.92'
C6	9°07'07"	270.00'	42.97'
C7	8°53'46"	270.00'	41.92'
C8	4°44'04"	270.00'	22.31'
C9	89°58'39"	20.00'	31.41'
C10	91°56'17"	20.00'	32.09'
C11	90°00'00"	20.00'	31.42'
C12	90°00'00"	20.00'	31.42'
C13	90°00'00"	33.00'	51.84'
C14	79°52'06"	20.00'	27.88'
C15	83°04'08"	20.00'	29.00'
C16	90°00'00"	20.00'	31.42'
C17	90°00'00"	20.00'	31.42'
C18	90°00'00"	20.00'	31.42'
C19	90°01'21"	20.00'	31.42'
C20	90°00'00"	20.00'	31.42'
C21	89°58'39"	20.00'	31.41'
C22	90°00'00"	20.00'	31.42'
C23	91°10'47"	20.00'	31.83'
C24	0°18'33"	4970.00'	26.82'
C25	0°05'07"	4970.00'	7.40'
C26	0°23'40"	4970.00'	34.21'
C27	8°04'33"	210.00'	29.60'
C28	11°17'32"	210.00'	41.39'
C29	10°57'51"	210.00'	40.19'
C30	9°21'17"	210.00'	34.29'
C31	1°50'56"	70.58'	2.28'
C51	10°11'51"	58.00'	10.32'

C32 THRU C50 INTENTIONALLY NOT USED.

LEGEND

	PLAT BOUNDARY LINE		RIGHT-OF-WAY LINE
	ADJACENT LOT LINE		EXISTING EASEMENT LINE
	PROPOSED LOT LINE		PROPOSED EASEMENT LINE
	SECTION LINE		SECTION CORNER, AS NOTED
			FOUND MONUMENT, AS NOTED



KEY MAP - NTS

SEE SHEET 5



REVISIONS	
1ST SUBMITTAL	06/11/2023
2ND SUBMITTAL	11/29/2023
3RD SUBMITTAL	02/02/2024
4TH SUBMITTAL	12/06/2024
5TH SUBMITTAL	02/28/2025

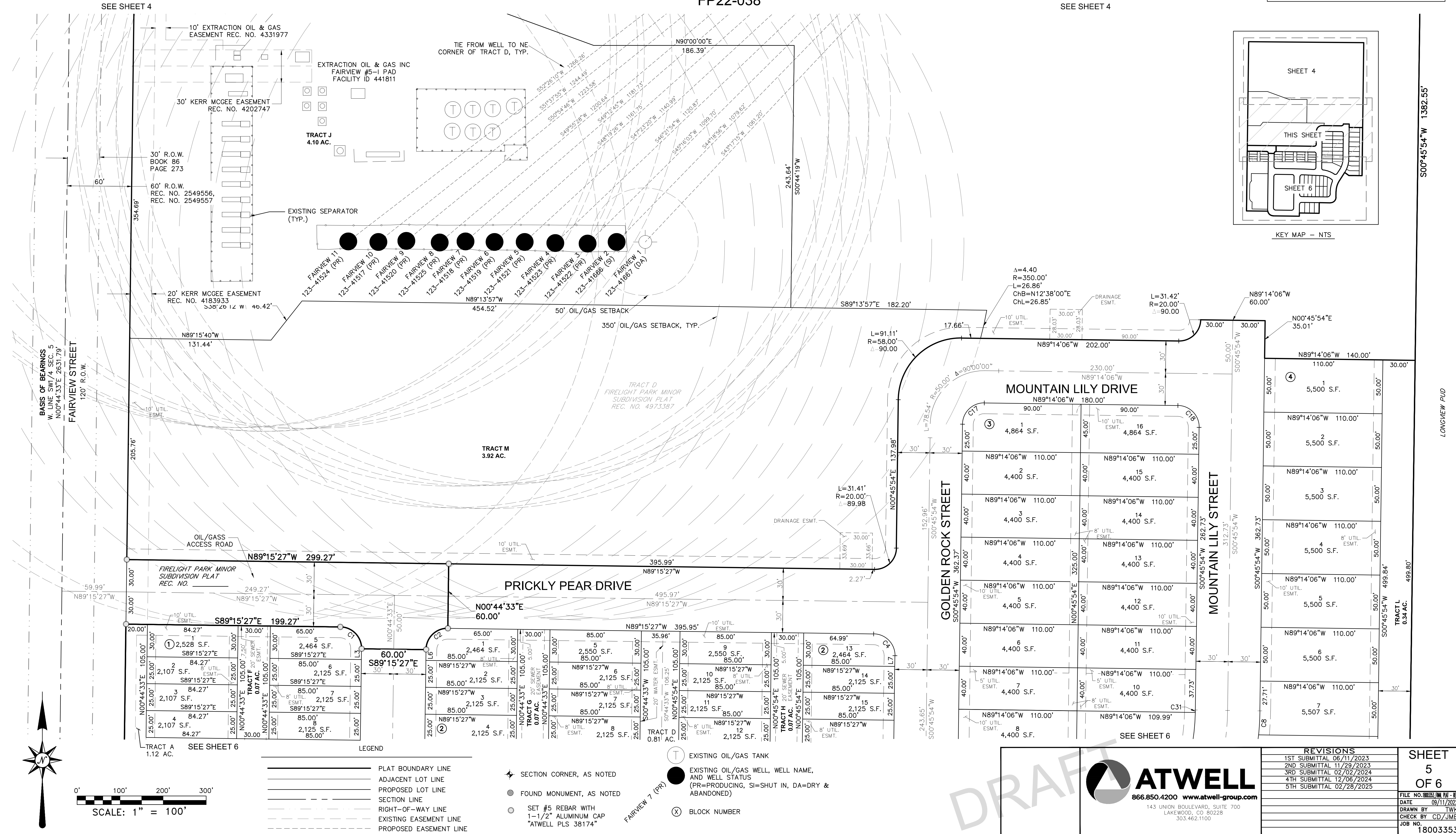
SHEET
4
OF 6

FILE NO. 2022-038-01
DATE 09/11/2022
DRAWN BY TWK
CHECK BY CD/JMB
JOB NO. 18003353

FIRELIGHT PARK FILING NO. 1

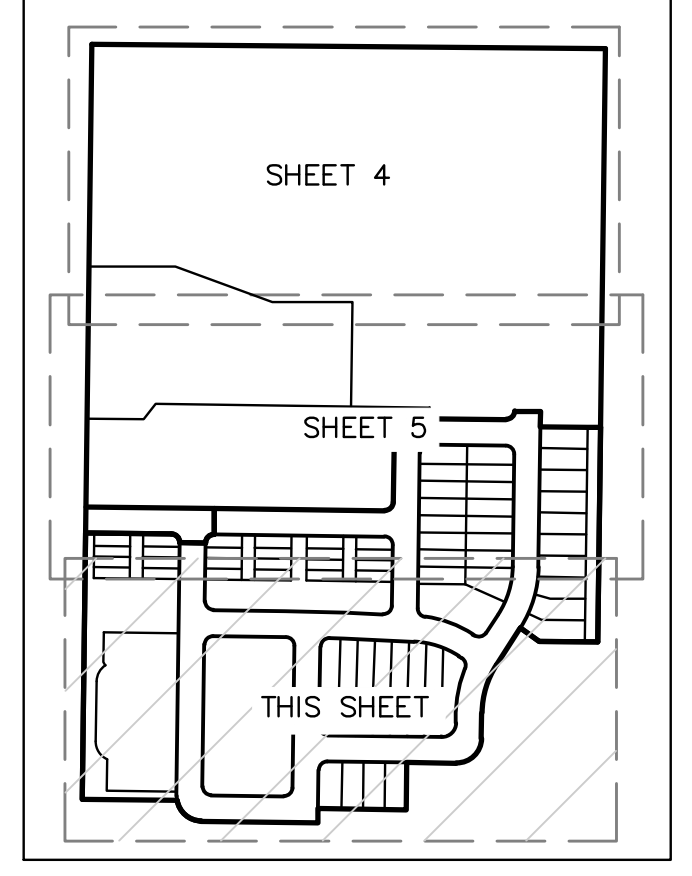
A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

OIL/GAS WELL AS-DRILLED COORDINATES		
FAIRVIEW 11	LAT 40.165771	LONG -105.035653
FAIRVIEW 10	LAT 40.165769	LONG -105.035557
FAIRVIEW 9	LAT 40.165769	LONG -105.035459
FAIRVIEW 8	LAT 40.165765	LONG -105.035350
FAIRVIEW 7	LAT 40.165768	LONG -105.035269
FAIRVIEW 6	LAT 40.165767	LONG -105.035170
FAIRVIEW 5	LAT 40.165766	LONG -105.035069
FAIRVIEW 4	LAT 40.165761	LONG -105.034967
FAIRVIEW 3	LAT 40.165761	LONG -105.034863
FAIRVIEW 2	LAT 40.165762	LONG -105.034765
FAIRVIEW 1	LAT 40.165758	LONG -105.034668



A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SEE SHEET 5
45.65 ACRES - 68 LOTS - 13 TRACTS

FP22-038



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

REVISIONS 1ST SUBMITTAL 06/11/2023 2ND SUBMITTAL 11/29/2023 3RD SUBMITTAL 02/02/2024 4TH SUBMITTAL 12/06/2024 5TH SUBMITTAL 02/28/2025		SHEET 6 OF 6
FILE NO. 18003335 PLAN - R DATE 09/11/2022 DRAWN BY TWH CHECK BY CD/JME JOB NO. 18003335		

RESOLUTION NO. 25-33

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 FIRELIGHT PARK FILING NO. 1; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FIRELIGHT PARK FILING NO. 1 SUBDIVISION

WHEREAS, Firelight Development, Inc (the “Applicant”) who is the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Firelight Park Filing No. 1” (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, which the Board of Trustees approved through adopting Resolution No. 22-80 after holding a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Firelight Park Filing No. 1 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 Firelight Park Filing No. 1, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.
- (b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
- (c) Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
- (d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
- (e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
- (f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
- (g) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Firelight Park Filing No. 1 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 Firelight Park Filing No. 1 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

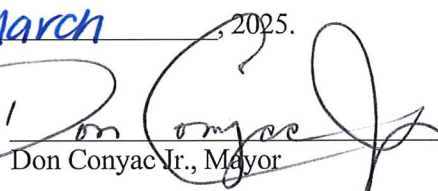
Section 5. The Planning and Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

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

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Filing No. 1 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 12 day of March, 2025.




Don Conyac Jr., Mayor

ATTEST:


Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:


William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park Filing No. 1
Final Plat

EXHIBIT B
Firelight Park Filing No. 1
Subdivision Development Agreement

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

DEDICATION AND OWNERSHIP STATEMENT
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LOTS IN THAT TOWN OF FIRESTONE,
COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT RECORDED AT RECORD NO. 0073241, WELD COUNTY RECORDS, BEING
BASIS OF BEARINGS. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL
MERIDIAN, MONUMENTED AT THE NORTH END BY A 3-1/4" ALUMINUM CAP, ELIZABETH, AND AT THE NORTH END BY A 2" ALUMINUM CAP STAMPED "1944 LS 33837". SAID
WEST LINE BEARS NORTH 07°44'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°54'45" EAST, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, ALSO BEING THE
NORTHWEST CORNER OF SAID TRACT 1, AND THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID TRACT 5 SOUTH 89°54'45" EAST, 118.57 FEET TO THE NORTHEAST CORNER OF SAID
TRACT 4;
THENCE DEPARTING SAID NORTH LINES AND ALONG THE EAST LINE OF SAID TRACT 5 SOUTH 07°45'54" WEST, 130.53 FEET;
THENCE DEPARTING SAID EAST LINE NORTH 89°41'09" WEST, 120.33 FEET;
THENCE NORTH 54°16'18" WEST, 53.45 FEET TO A POINT OF CURVATURE;
THENCE 2.95 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 80°27'31", AND SUBTENDED BY A
CHORD BEARING SOUTH 32°34'30" WEST, A DISTANCE OF 2.94 FEET;
THENCE SOUTH 32°34'30" WEST, 100.00 FEET TO A POINT OF CURVATURE;
THENCE 19.28 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 32°16'14";
THENCE SOUTH 07°45'54" WEST, 60.00 FEET TO A POINT OF CURVATURE;
THENCE 14.11 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 80°20'00";
THENCE NORTH 89°41'09" WEST, 115.00 FEET;
THENCE SOUTH 07°45'54" WEST, 110.00 FEET;
THENCE SOUTH 89°41'09" WEST, 200.00 FEET;
THENCE SOUTH 07°45'54" WEST, 33.39 FEET;
THENCE SOUTH 89°41'09" WEST, 272.18 FEET TO A POINT OF CURVATURE;
THENCE 60.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 79°46'47";
THENCE NORTH 89°41'09" WEST, 225.14 FEET TO SAID EAST RIGHT-OF-WAY LINE, ALSO BEING THE WEST LINE OF SAID TRACT 2;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID WEST LINE NORTH 07°44'19" EAST, 80.89 FEET;
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WESTERN LINE OF SAID TRACT 2 THE FOLLOWING SIX (6) COURSES:
1. SOUTH 89°52'37" EAST, 182.27 FEET TO A POINT OF CURVATURE;
2. 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 80°07'01";
3. SOUTH 89°52'37" EAST, 60.00 FEET TO A POINT OF CURVATURE;
4. 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 80°07'01";
5. NORTH 07°44'19" EAST, 60.00 FEET;
6. NORTH 89°52'37" WEST, 282.27 FEET TO SAID EAST RIGHT-OF-WAY LINE;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE NORTH 07°44'19" EAST, 107.83 FEET TO THE POINT OF BEGINNING;
CONTAINING 148,304 SQUARE FEET, OR 43.65 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS Laid Out, Platted and Subdivided the Same into Lots, Tracts, Streets and Easements
AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK FILING NO. 1. THE EASEMENTS SHOWN HEREON
ARE DEDICATED TO THE TOWN, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

AS _____
BY _____
DATE _____
TITLE _____
ATTEST: _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE
THE DESCRIPTION OF TRACT 1 IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT
DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE
THE DESCRIPTION OF TRACT 1 IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT
DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE
THE DESCRIPTION OF TRACT 1 IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT
DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
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MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE
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DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
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MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE
THE DESCRIPTION OF TRACT 1 IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT
DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

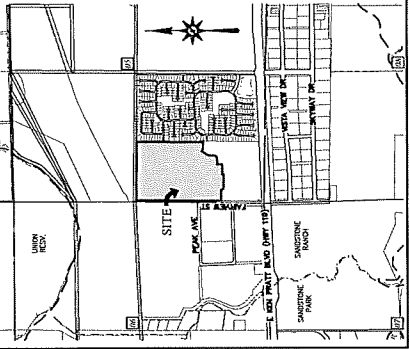
OWNERSHIP CERTIFICATE
THE DESCRIPTION OF TRACT 1 IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT
DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE
THE DESCRIPTION OF TRACT 1 IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT
DEVELOPMENT, INC.
BY _____ DATE _____
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STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

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DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
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MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATE
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DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

LOCAL MAP
SCALE 1" = 1200'



OWNERSHIP CERTIFICATE
THE DESCRIPTION OF TRACT 1 IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY
FIRELIGHT DEVELOPMENT, INC.
BY _____ DATE _____
TITLE _____
STATE OF COLORADO }
COUNTY OF WELD }
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

TITLE VERIFICATION CERTIFICATE
I, JESSICA BREEDLOVE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THE PLAT SHOWING HEREON IS A CORRECT DELINEATION OF
THE PLAT AS SHOWN HEREON, AND THAT THE TITLE TO SUCH LAND
IS IN THE DESIGNATED FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES.
BY _____
DATE _____
TITLE _____
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____ AS _____
WITNESS MY HAND AND SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

TOWN APPROVAL
THIS IS TO CERTIFY THAT THE PLAT OF FIRELIGHT PARK FILING NO. 1 WAS APPROVED ON THIS
_____ DAY OF _____, 20____, BY RESOLUTION NO. _____
OF THE TOWNSHIP BOARD OF FIRELIGHT PARK, INC. THE TOWNSHIP BOARD OF FIRELIGHT PARK, INC.
HEREBY ACKNOWLEDGES SAID PLAT WITHIN WHICH THIS CERTIFICATE IS INCORPORATED FOR ALL
PURPOSES INDICATED THEREON. ALL PUBLIC RECORDS, RECORDS OF THE TOWNSHIP BOARD OF FIRELIGHT PARK, INC.,
THE TOWN OF FIRESTONE, COUNTY OF WELD, AND THE TOWNSHIP BOARD OF FIRELIGHT PARK, INC. DO NOT OBLIGATE
SUCH EASEMENTS, EXCEPT AS SPECIFICALLY ADDED TO BY THE BOARD OF FIRELIGHT PARK, INC.

ATTEST: _____
TOWN CLERK
SURVEYOR'S CERTIFICATE
I, JESSICA BREEDLOVE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THE PLAT SHOWING HEREON IS A CORRECT DELINEATION OF
THE ABOVE DESCRIBED PARCEL OF LAND.
I FURTHER CERTIFY THAT THIS PLAT AND LEGAL DESCRIPTION WERE PREPARED UNDER MY
PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS
ON THIS _____ DAY OF _____, 20____.

JESSICA BREEDLOVE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 3074
FOR AND ON BEHALF OF ATWELL, LLC

ATWELL, LLC
140 UNION SQUARE, SUITE 200
LONGMONT, COLORADO 80501

REVISIONS
1. BY RESOLUTION NO. 17/2023
2. BY RESOLUTION NO. 17/2023
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420.

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	6.20 AC.	13.582
TRACTS	33.86 AC.	73.735
R.O.W.	4.79 AC.	12.683
TOTAL	45.85 AC.	100.00

TRACT SUMMARY CHART			OWNERSHIP	MAINTENANCE	
TRACT NO.	AREA 1/2 AC.	USE LANDSPACE/ LANDSCAPE/BUFFER/UTILITIES		FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT DEVELOPMENT, INC.
B	1.92 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT RESIDENTIAL METRO DISTRICT
C	1.79 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT RESIDENTIAL METRO DISTRICT
D	0.81 AC.	OPEN SPACE/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
E	0.39 AC.	OPEN SPACE/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
F	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
G	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
H	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
I	0.17 AC.	OPEN SPACE	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
J	4.10 AC.	OLDS/AS FACILITIES	VOYAGE VENTURES, LLC	VOYAGE VENTURES, LLC	VOYAGE VENTURES, LLC
K	19.29 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.
L	0.34 AC.	OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
M	3.82 AC.	OPEN SPACE/ LANDSCAPE/BUFFER/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT

ONLY THE PORTION OF TRACT A NORTH OF TRACT B IS OPEN SPACE. SEE LANDSCAPE PLANS FOR OPEN SPACE IMPROVEMENTS.

OPEN SPACE SUMMARY		
	TRACT	TRACT ACREAGE
	A	1.12
	D	0.81
	E	0.39
	I	0.17
	L	0.34
	M	3.92
	TOTAL	6.75
		5.37

LAND DEDICATION	REQUIREMENTS	TOTAL REQUIRED AREA PLANTING (ACRES)	PROVIDED AREA (ACRES)	REMAINING AREA CASH-IN-LIEN (ACRES)	REMAINING AREA FOR FUTURE PLANTINGS
PARK LAND DEDICATION	CODE REQUIREMENT				
POCKET PARKS	2.5 ACRES/1,000 RESIDENTS	0.11	0.00	0.00	0.00
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	0.64	0.00	0.64	0.00
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	1.06	0.00	1.06	0.00
OPEN SPACE	14 ACRES/1,000 RESIDENTS	2.96	5.37	0.00	2.41

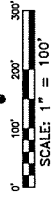
GENERAL NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW, YOU MAY CHALLENGE ANY LEGAL ACTION BASED UPON ANY EFFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE BASED UPON THIS SURVEY BE CHALLENGED MORE THAN TEN YEARS FROM THE DATE OF THE CONTROVERSIAL SURVEY HEREON.
2. ANY PERSON WHO INDIVIDUALLY REMOVES, ALTERS OR ALTERS ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCORDARY CORNER OR LEAVING SUCH (2) MODIFICATION PURSUANT TO STATE STATUTE 17-2-100, C.R.S., WITHOUT OBTAINING A COURT ORDER OR LEAVING SUCH MONUMENT OR BOUNDARY MONUMENT IN SUCH A MANNER AS TO BE QUARANTINED OR SEVERED FROM ANY GOVERNMENT LINE OF SURVEY OR TO BE IN VIOLATION OF COLORADO LAW, SHALL BE SUBJECT TO A FINE OF \$1,000.00 PER VIOLATION AND SHALL BE SUBJECT TO A FINE OF \$1,000.00 PER VIOLATION FOR REMOVAL OF ANY MONUMENT OR BENCH MARK OR ANY GOVERNMENT SURVEY BE FOUND UNDER THIS TITLE OR IMPROVED NOT MORE THAN SIX MONTHS OR BOTH PURSUANT TO 15 C.R.S. 17-2-100.
3. THIS COMMUNITY AN EXISTING DATE OF 1/1/2000, WAS SELECTED FOR RECORDING INFORMATION REGARDING RIGHTS-TO-USE, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY ATWELL, LLC FOR PUBLIC LANDS, PRIVATELY OWNED OR OTHERWISE, OR OTHER RIGHTS-TO-USE, EASEMENTS AND ENCUMBRANCES.
4. UNLESS OTHERWISE NOTED, ALL DISTANCES REPORTED IN U.S. SURVEY FEET AND DECIMALS THEREOF.
5. THIS PROJECT IS OWNED AND MANAGED BY THE COLORADO STATE PLANNING AND MANAGEMENT WILL (CSPO) FOR THE LOCATION OF THE MAINTENANCE AND WORKFORCE SETBACK AND (3) THE PURPOSE OF THE MAINTENANCE AND WORKFORCE SETBACK.
6. THIS EASEMENT IS HEREBY GRANTED OVER AND AMONG ALL PREEXISTING MALIBUWAY, TRAILS, TRAILS, REMAINING TRAILS, TOGETHER WITH ALL OTHER OPEN SPACE WEALS AND ADJACENTS, INSTALLED WITH ANY TRAILS FOR THE PURPOSE OF THE MAINTENANCE AND WORKFORCE SETBACK OF THE PROJECT.
7. THE SUBJECT PROPERTY LIES WITHIN FLOODPLAIN ZONE 3, REFERRED AS AN AREA OF MINIMAL FLOOD HAZARD FOR FEDERAL FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO, MAP NO. 081220207E, EFFECTIVE DATED SEPTEMBER 28, 2004.
8. SURVEY FIELDWORK WAS COMPLETED FOR THIS PROJECT ON 7/21/2024.
9. THE SUBJECT PROPERTY IS CURRENTLY ZONED AS R-B (RESIDENTIAL B) ACCORDING TO THE TOWN FIRESTONE ZONING



	REVISIONS	SHEET
1ST SUBMITTAL 06/17/2023	2	
2ND SUBMITTAL 11/28/2023		
3RD SUBMITTAL 02/07/2024		
4TH SUBMITTAL 02/07/2024		
5TH SUBMITTAL 02/28/2025		
	OF 6	
	FIL# NO. 180033553	
	DRAWN BY C92/JUB	
	CHECK BY	

FP22-038



143 UNION BOULEVARD, SUITE 700
LAKWOOD, CO 80228
303.462.1100

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

W/4 COR. SEC. 5
FOUND 2" ALUMINUM CAP
1984 L.S. 25807

POINT OF BEGINNING
FOR FIRELIGHT PARK
CAP 2" INCH PLS 26725"

FOUND 2" ALUMINUM CAP
TAPSET & ASSOC. PLS 26208"

UNPLATTED

S89°28'45"E
11851.77'

10' EXTRACTION OIL & GAS
EASEMENT REC. NO. 431977

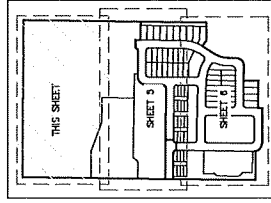
DITCH EASEMENT
REC. NO. 485551



0' 40' 80' 120'
SCALE: 1" = 40'

LINE #	DIRECTION	LENGTH
L1	S58°57'51"E	4.22'
L2	N00°44'33"E	10.00'
L3	N00°44'33"E	8.75'
L4	N00°44'33"E	25.00'
L5	N00°44'33"E	10.00'
L6	N00°44'33"E	9.89'
L7	N00°44'33"E	10.53'
L8	N00°44'33"E	9.23'

L1 INTENTIONALLY NOT USED.



AERIAL MAP - NTS

CURVE #	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	90°00'00"	20.00'	31.42'
C3	90°00'00"	20.00'	31.42'
C4	90°00'00"	20.00'	31.42'
C5	90°00'00"	20.00'	31.42'
C6	90°00'00"	20.00'	31.42'
C7	90°00'00"	20.00'	31.42'
C8	90°00'00"	20.00'	31.42'
C9	90°00'00"	20.00'	31.42'
C10	90°00'00"	20.00'	31.42'
C11	90°00'00"	20.00'	31.42'
C12	90°00'00"	20.00'	31.42'
C13	90°00'00"	20.00'	31.42'
C14	90°00'00"	20.00'	31.42'
C15	90°00'00"	20.00'	31.42'
C16	90°00'00"	20.00'	31.42'
C17	90°00'00"	20.00'	31.42'
C18	90°00'00"	20.00'	31.42'
C19	90°00'00"	20.00'	31.42'
C20	90°00'00"	20.00'	31.42'
C21	90°00'00"	20.00'	31.42'
C22	90°00'00"	20.00'	31.42'
C23	90°00'00"	20.00'	31.42'
C24	90°00'00"	20.00'	31.42'
C25	90°00'00"	20.00'	31.42'
C26	90°00'00"	20.00'	31.42'
C27	90°00'00"	20.00'	31.42'
C28	90°00'00"	20.00'	31.42'
C29	90°00'00"	20.00'	31.42'
C30	90°00'00"	20.00'	31.42'
C31	90°00'00"	20.00'	31.42'
C32	90°00'00"	20.00'	31.42'
C33	90°00'00"	20.00'	31.42'
C34	90°00'00"	20.00'	31.42'
C35	90°00'00"	20.00'	31.42'
C36	90°00'00"	20.00'	31.42'
C37	90°00'00"	20.00'	31.42'
C38	90°00'00"	20.00'	31.42'
C39	90°00'00"	20.00'	31.42'
C40	90°00'00"	20.00'	31.42'
C41	90°00'00"	20.00'	31.42'
C42	90°00'00"	20.00'	31.42'
C43	90°00'00"	20.00'	31.42'
C44	90°00'00"	20.00'	31.42'
C45	90°00'00"	20.00'	31.42'
C46	90°00'00"	20.00'	31.42'
C47	90°00'00"	20.00'	31.42'
C48	90°00'00"	20.00'	31.42'
C49	90°00'00"	20.00'	31.42'
C50	90°00'00"	20.00'	31.42'
C51	90°00'00"	20.00'	31.42'
C52	90°00'00"	20.00'	31.42'
C53	90°00'00"	20.00'	31.42'
C54	90°00'00"	20.00'	31.42'
C55	90°00'00"	20.00'	31.42'
C56	90°00'00"	20.00'	31.42'
C57	90°00'00"	20.00'	31.42'
C58	90°00'00"	20.00'	31.42'
C59	90°00'00"	20.00'	31.42'
C60	90°00'00"	20.00'	31.42'
C61	90°00'00"	20.00'	31.42'
C62	90°00'00"	20.00'	31.42'
C63	90°00'00"	20.00'	31.42'
C64	90°00'00"	20.00'	31.42'
C65	90°00'00"	20.00'	31.42'
C66	90°00'00"	20.00'	31.42'
C67	90°00'00"	20.00'	31.42'
C68	90°00'00"	20.00'	31.42'
C69	90°00'00"	20.00'	31.42'
C70	90°00'00"	20.00'	31.42'
C71	90°00'00"	20.00'	31.42'
C72	90°00'00"	20.00'	31.42'
C73	90°00'00"	20.00'	31.42'
C74	90°00'00"	20.00'	31.42'
C75	90°00'00"	20.00'	31.42'
C76	90°00'00"	20.00'	31.42'
C77	90°00'00"	20.00'	31.42'
C78	90°00'00"	20.00'	31.42'
C79	90°00'00"	20.00'	31.42'
C80	90°00'00"	20.00'	31.42'
C81	90°00'00"	20.00'	31.42'
C82	90°00'00"	20.00'	31.42'
C83	90°00'00"	20.00'	31.42'
C84	90°00'00"	20.00'	31.42'
C85	90°00'00"	20.00'	31.42'
C86	90°00'00"	20.00'	31.42'
C87	90°00'00"	20.00'	31.42'
C88	90°00'00"	20.00'	31.42'
C89	90°00'00"	20.00'	31.42'
C90	90°00'00"	20.00'	31.42'
C91	90°00'00"	20.00'	31.42'
C92	90°00'00"	20.00'	31.42'
C93	90°00'00"	20.00'	31.42'
C94	90°00'00"	20.00'	31.42'
C95	90°00'00"	20.00'	31.42'
C96	90°00'00"	20.00'	31.42'
C97	90°00'00"	20.00'	31.42'
C98	90°00'00"	20.00'	31.42'
C99	90°00'00"	20.00'	31.42'
C100	90°00'00"	20.00'	31.42'

C32 THRU C50 INTENTIONALLY NOT USED.

LEGEND

- PLAT BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION CORNER, AS NOTED
- SECTION LINE
- FOUND MONUMENT, AS NOTED

SEE SHEET 5

SEE SHEET 5

ATWELL
143 LAKESIDE DRIVE, SUITE 200
DENVER, CO 80202
303.733.1111

SHEET
4
OF 6

REVISIONS

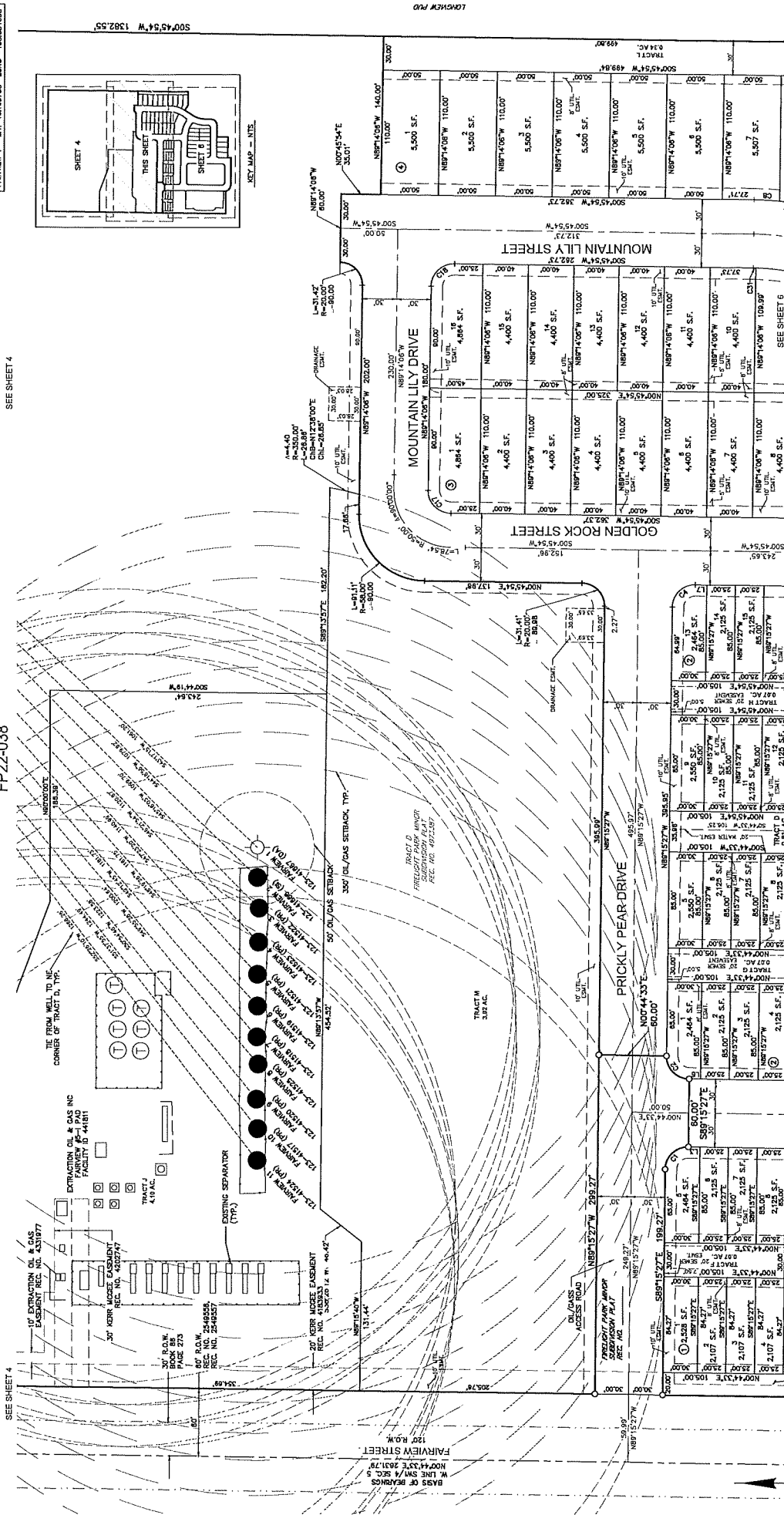
NO.	DATE	BY	DESCRIPTION
1ST	06/17/2023	ATWELL	1ST SUBMITTAL 06/17/2023
2ND	07/07/2023	ATWELL	2ND SUBMITTAL 07/07/2023
3RD	07/27/2023	ATWELL	3RD SUBMITTAL 07/27/2023
4TH	07/27/2023	ATWELL	4TH SUBMITTAL 07/27/2023
5TH	07/27/2023	ATWELL	5TH SUBMITTAL 07/27/2023

DATE: 07/27/2023
BY: ATWELL
CHECKED BY: ATWELL
DATE: 07/27/2023
BY: ATWELL

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

FAIRVIEW 1	FAIRVIEW 2	FAIRVIEW 3	FAIRVIEW 4	FAIRVIEW 5	FAIRVIEW 6	FAIRVIEW 7	FAIRVIEW 8	FAIRVIEW 9	FAIRVIEW 10
LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778
LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688
LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778
LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688
LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778
LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688
LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778
LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688
LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778	LAT 40.185778
LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688	LONG -105.034688



SEE SHEET 4

SEE SHEET 6

LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- PROPOSED EASEMENT LINE

SCALE: 1" = 100'

0' 100' 200' 300'

ATWELL

141 INDIAN BURNING, SUITE 100
LAKESIDE, CO 80525
303.438.0000

REVISIONS

NO.	DATE	DESCRIPTION
1	07/22/2023	INITIAL SUBMITTAL
2	07/22/2023	2ND SUBMITTAL
3	07/22/2023	3RD SUBMITTAL

SHEET 5 OF 6

DATE: 07/22/2023
DRAWN BY: J. B. BROWN
CHECK BY: J. B. BROWN
APP. NO. 18003353

SEE SHEET 4

SEE SHEET 6

LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
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141 INDIAN BURNING, SUITE 100
LAKESIDE, CO 80525
303.438.0000

REVISIONS

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SHEET 5 OF 6

DATE: 07/22/2023
DRAWN BY: J. B. BROWN
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SEE SHEET 6

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LAKESIDE, CO 80525
303.438.0000

REVISIONS

NO.	DATE	DESCRIPTION
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3	07/22/2023	3RD SUBMITTAL

SHEET 5 OF 6

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SEE SHEET 4

SEE SHEET 6

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303.438.0000

REVISIONS

NO.	DATE	DESCRIPTION
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3	07/22/2023	3RD SUBMITTAL

SHEET 5 OF 6

DATE: 07/22/2023
DRAWN BY: J. B. BROWN
CHECK BY: J. B. BROWN
APP. NO. 18003353

SEE SHEET 4

SEE SHEET 6

LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- PROPOSED EASEMENT LINE

SCALE: 1" = 100'

0' 100' 200' 300'

ATWELL

141 INDIAN BURNING, SUITE 100
LAKESIDE, CO 80525
303.438.0000

REVISIONS

NO.	DATE	DESCRIPTION
1	07/22/2023	INITIAL SUBMITTAL
2	07/22/2023	2ND SUBMITTAL
3	07/22/2023	3RD SUBMITTAL

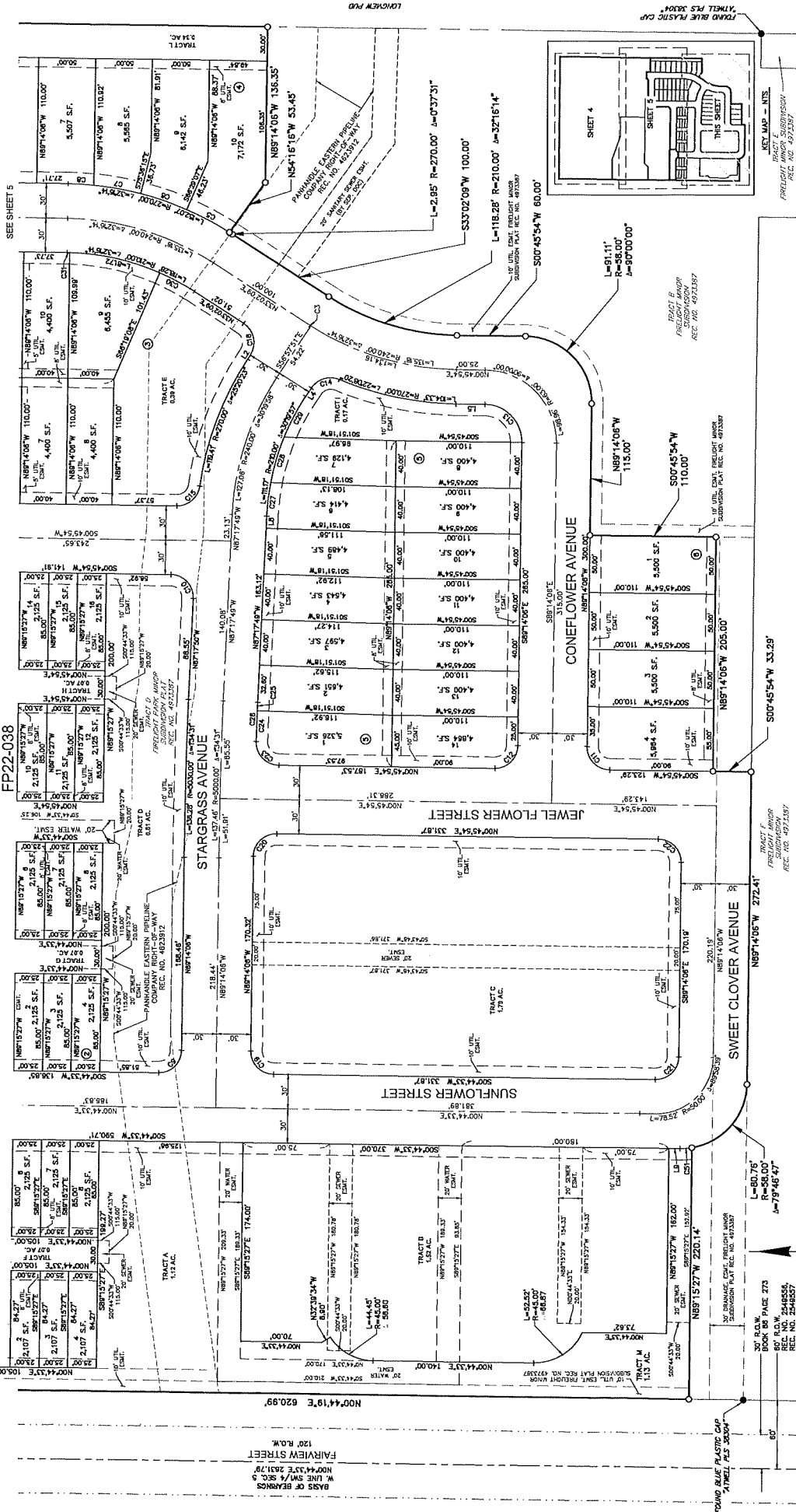
SHEET 5 OF 6

DATE: 07/22/2023
DRAWN BY: J. B. BROWN
CHECK BY: J. B. BROWN
APP. NO. 18003353

FIRELIGHT PARK FILING NO. 1

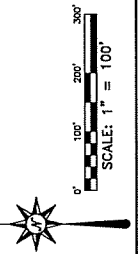
A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

SEE SHEET 5



LEGEND

PLAT BOUNDARY LINE	SECTION CORNER, AS NOTED
ADJACENT LOT LINE	FOUND MONUMENT, AS NOTED
PROPOSED LOT LINE	SET BACK WITH
SECTION LINE	RIGHT-OF-WAY LINE
RIGHT-OF-WAY LINE	PROPOSED EASEMENT LINE
SET BACK WITH	
RIGHT-OF-WAY LINE	
PROPOSED EASEMENT LINE	



BY GPS, SITE 5
TRANG 3-1/4" ALUMINUM
CAP - 1/2" SCALE

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	12/29/2023	ATWELL	INITIAL SUBMITTAL
2	12/29/2023	ATWELL	2ND SUBMITTAL
3	12/29/2023	ATWELL	3RD SUBMITTAL

ATWELL
140 LARSEN DRIVE, SUITE 200
DENVER, CO 80202
303.733.1111
WWW.ATWELL-SURVEYING.COM

SHEET 6 OF 6

DATE	12/29/2023
BY	ATWELL
CHECKED BY	ATWELL
APP. NO.	4912587

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: August 27, 2025

Initiated By: Rachel Clyne

Department: Planning & Development

AGENDA ITEM

Resolution 25-93: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL MINOR SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BROOKS FARM SECOND SUBDIVISION

RECOMMENDATION

Staff recommends that the Board of Trustees approve Resolution 25-93.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

The proposed Minor Plat is a replat of Tract A, Block 1 of the Minor Plat of Brooks Farm First Subdivision. The plat creates 2 lots, the larger of which will be purchased by the Town for water storage.

The Town of Firestone and L. G. Everist Inc. entered into a Purchase and Sale Agreement (PSA) dated February 9, 2022, in which the Town of Firestone is purchasing 56.375 Acres designated as Lot 1 in the attached Minor Plat of Brooks Farm Second Subdivision.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Minor Plat of Brooks Farm First Subdivision was approved by the Board of Trustees on July 26, 2001, and recorded on October 3, 2002. The Town of Firestone and L. G. Everist Inc. entered into that certain Purchase and Sale Agreement (PSA) dated February 9, 2022 in which the Town of Firestone is purchasing 56.375 Acres designated as Lot 1 in the attached Minor Plat of Brooks Farm Second Subdivision.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-93
2. Brooks Farm Second Subdivision Minor Plat

RESOLUTION NO. 25-93

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL MINOR SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BROOKS FARM SECOND SUBDIVISION

WHEREAS, L.G. Everist, Inc. (the “Applicant”) (the “Owner”) has submitted a proposed final minor subdivision plat for certain real property located within the Town of Firestone, Colorado, entitled “Brooks Farm Second Subdivision” (the “Final Plat”), attached hereto as **Exhibit A**; and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.E of the Firestone Development Code (“FDC”), the Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Town of Firestone Development Code and that the Final Plat meets the criteria set forth in Step 9, Section 16.7.6.E of the FDC.

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

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

Section 2. The Board of Trustees hereby approves the final plat for Brooks Farm Second Subdivision, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.
- (b) Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
- (c) 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 dedication of all easements and all other places designated for public use as shown upon the final plat Brooks Farm Second Subdivision is hereby accepted by the Town of Firestone, subject however, to the following conditions:

- (a) Acceptance in no way obligates the Town of Firestone for the financing, construction, or maintenance of public improvements within such easements or other places designated for public use; and
- (b) 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 4. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Brooks Farm Second Subdivision final plat shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this 27th day of August, 2025.

Don Conyac Jr, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

**Brooks Farm Second Subdivision
Final Plat**

MINOR PLAT OF
BROOKS FARM SECOND SUBDIVISION

A Replat of Tract A, Block 1, Minor Plat of Brooks Farm First Subdivision,
Situate in the Northwest Quarter of Section 6, Township 2 North, Range 67 West of the 6th P.M.,
Town of Firestone, County of Weld, State of Colorado
68.031 Acres - 2 Lots

DEDICATION AND OWNERSHIP STATEMENT

Know by all men these presents that the undersigned, being all the owners, mortgagees, or lien holders of certain lands in the Town of Firestone, County of Weld, Colorado, described as follows:

Tract A, Block 1, Minor Plat of Brooks Farm First Subdivision, recorded October 3, 2002 as Reception No. 2993165 of the Records of the Weld County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Six (6), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Firestone, County of Weld, State of Colorado.

Said described parcel contains 68.031 Acres, more or less (±).

Have by these presents laid out, platted and subdivided the same into lots, blocks, tracts, streets and easements as shown hereon under the name and subdivision of MINOR PLAT OF BROOKS FARM SECOND SUBDIVISION. The streets and utility easements shown hereon are dedicated to the town, for public uses and purposes as shown hereon.

OWNER:

By: _____

(State Of Colorado)

(County Of _____) ss.

Acknowledged before me this _____ day of _____, 20____

by _____ as _____.

Witness My Hand And Official Seal

(Seal)

Notary Public _____

My Commission Expires _____

TITLE VERIFICATION CERTIFICATE (BY TITLE COMPANY)

We _____, do hereby certify that we have examined the title of all land platted hereon and that title to such land is in the dedicatior(s) free and clear of all liens, taxes and encumbrances, except as shown hereon:

Company Name _____

By: _____

(name of authorized official)

Date: _____

Title: _____

Attest: (If Corporation) Secretary/Treasurer

(State Of Colorado)

(County Of _____) ss.

Acknowledged before me this _____ day of _____, 20____

by _____ as _____.

Witness My Hand And Official Seal

(Seal)

Notary Public _____

My Commission Expires _____

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Property Information Binder Number F0P25215198, dated January 7, 2025 as prepared by Land Title Guarantee Company to delineate the aforesaid information.

EASEMENT NOTE

Access and Improvements Easement Agreement between L.G. Everist, Inc. and the Town of Firestone (Reception No. 4846523, recorded 8/4/2022) affects Lot 1.

FLOOD PLAIN NOTE

The subject property is in flood zone X, "Area of Minimal Flood Hazard" per FEMA flood maps 08123C1890F--map revised September 26, 2024 and 08123C1895F--map revised November 30, 2023.

WELLHEAD NOTES

Wellhead locations surveyed by King Surveyors in 2016.

Information about wells show hereon was obtained from the Colorado Energy & Carbon Management Commission website.

Coordinates at each wellhead are project coordinates. Project coordinates = Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011 (NAD83/11) scaled up to ground using a combined factor of 1.00027193 (0.99972814) about point 0,0.

BOARD OF TRUSTEES APPROVAL CERTIFICATE

This is to certify that the final plat of Minor Plat of Brooks Farm Second Subdivision was approved on this _____ day of _____, 20____ by Resolution No. _____ passed and adopted at a meeting of the Board of Trustees of Firestone, Colorado, held on the _____ day of _____, 20____. The dedication of public Rights-of-way for public use and all property interests or places designated for public use shown hereon is accepted by the Town of Firestone, Colorado, provided, however, that approval of this plat and acceptance of the dedicated property interests shown hereon in no way obligates the Town of Firestone for financing, constructing, or maintaining any public improvements on any property interests or land being dedicated.

Mayor _____

Attest: Town Clerk _____

LENDER CONSENT

The undersigned, Town of Firestone Water Activity Enterprise, as the beneficiary of a deed of trust recorded with Weld County, Colorado clerk and recorder at reception no. 4846522 and that constitutes a lien upon the owner's property, hereby consents to the dedication of Right-of-way as shown on this final plat of "Minor Plat of Brooks Farm Second Subdivision," and hereby forever releases said lands from said lien.

Town of Firestone Water Activity Enterprise

By: _____

Print Name: _____

Title: _____

County of Weld

State of Colorado

On this _____ day of _____, 2025, before me, a notary public in and for said state and county, personally appeared _____, in his/her capacity as _____ of Town of Firestone Water Activity Enterprise, and s/he acknowledged that he/she executed the same on behalf of said entity and by authority of the board of directors of said entity and acknowledged said instrument to be the free act and deed of said entity.

Witness my hand and notarial seal this _____ day of _____, 2025.

Notary Public _____

My commission expires on the _____ day of _____, 20____.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Northwest Quarter (NW¼) of Section Six (6), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), being monumentalized by a #6 rebar with a 2½" diameter aluminum cap stamped "LS78656, 7993" in a monument box at the West end and by a #6 rebar with a 3¼" diameter aluminum cap stamped "LS58106, 2013" in a monument box at the East end, as bearing South 89°52'18" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2502.91 feet, with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

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. (13--80--105 C.R.S. 2012)

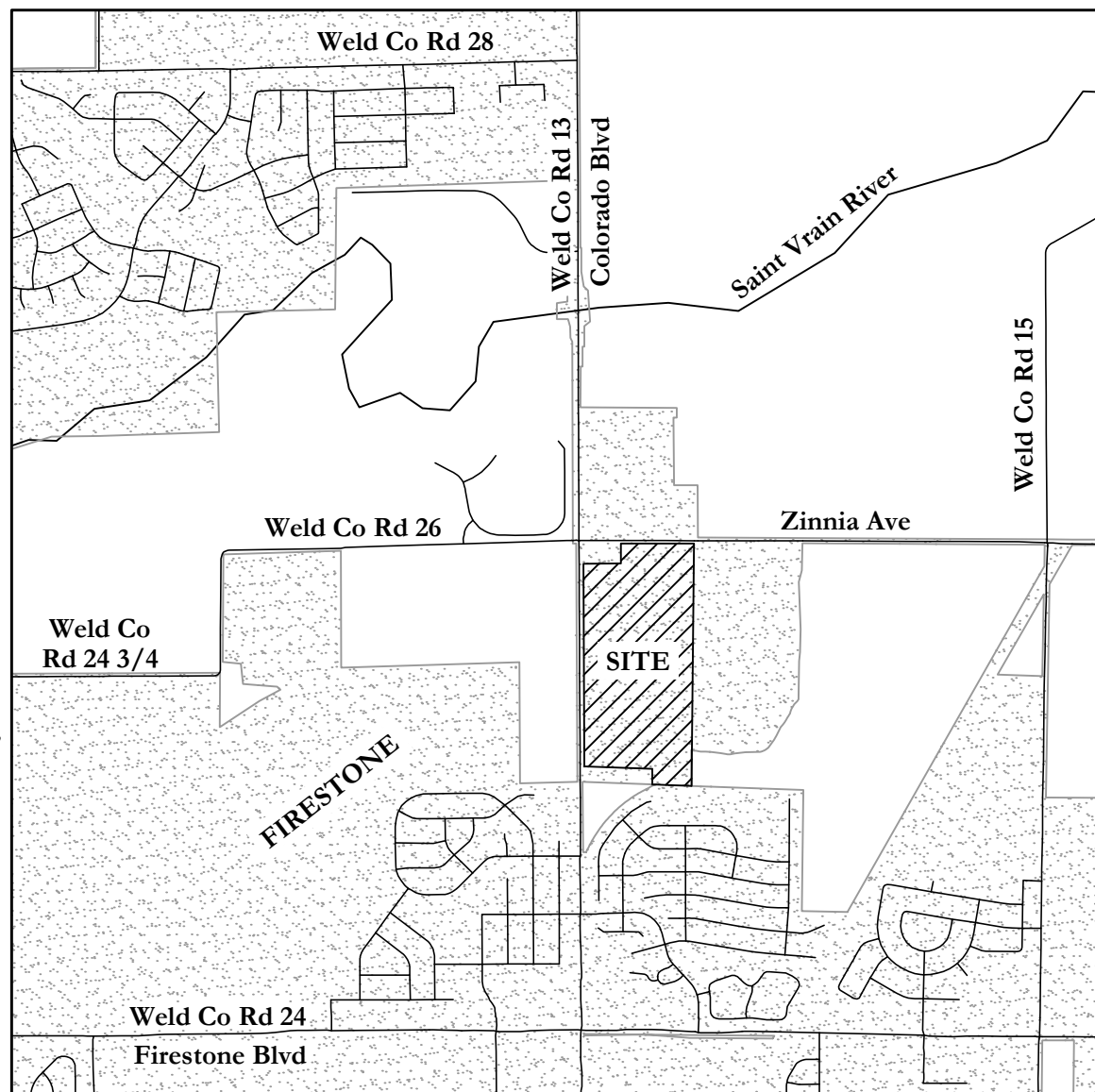
SURVEYOR'S STATEMENT

I, Michael Chad Dilka, a duly Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this plat truly and correctly represents the results of a survey made on January 16, 2025, by me or under my direct supervision and that all monuments exist as shown hereon; that mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisions or surveying of land and all applicable provisions of the Town of Firestone Development Code.

I attest the above on this _____ day of _____, 20____.

PRELIMINARY

Michael Chad Dilka — On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106



VICINITY MAP

SCALE: 1"=2000'

CLERK & RECORDER CERTIFICATE

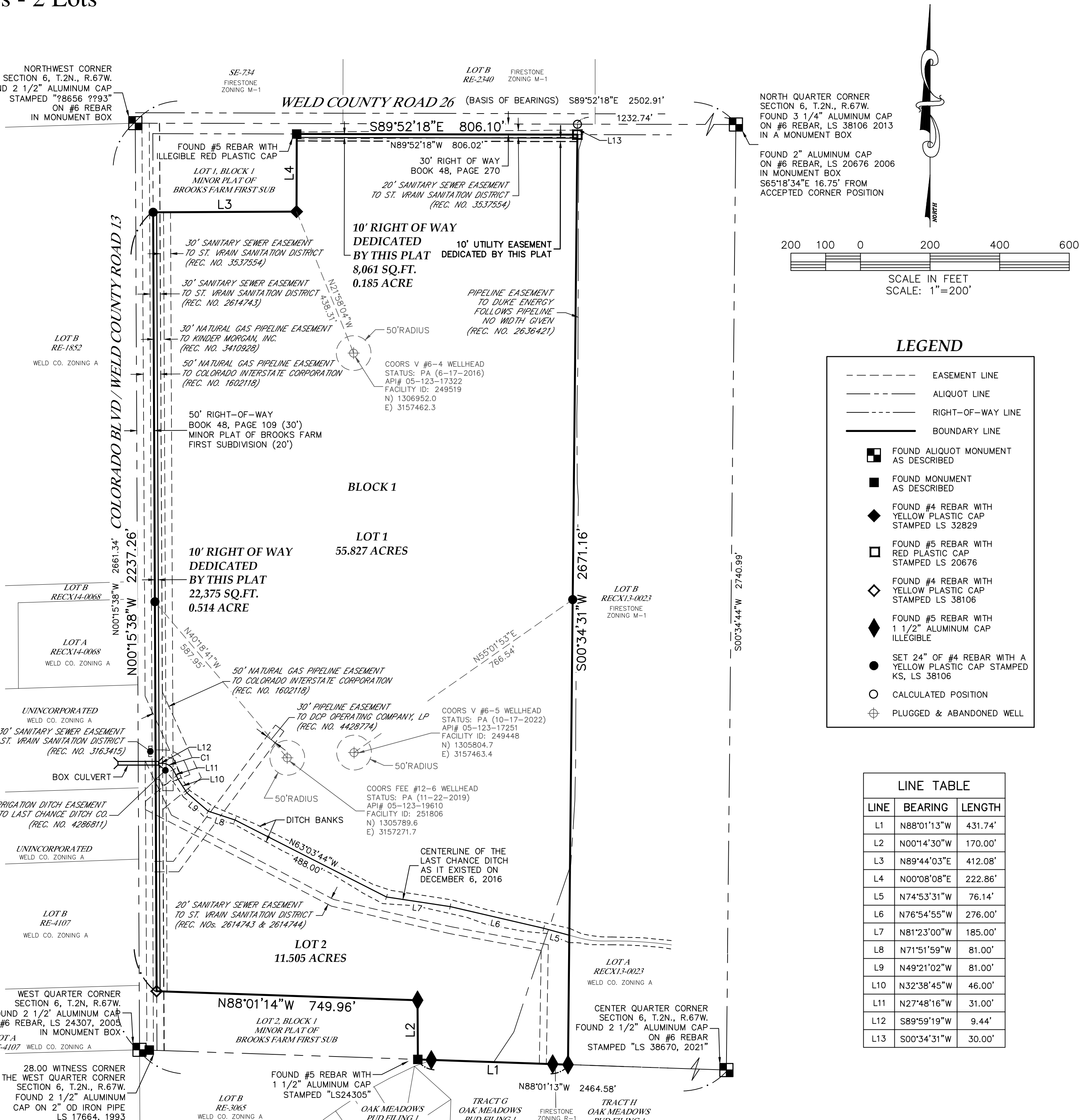
(State of Colorado) ss.

(County of Weld)

I hereby certify that this plat was filed in my office on this _____ day of _____, 20____ A.D.

and was recorded at Reception Number _____.

(signature)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	38.00'	35.00'	62°12'25"	36.16'	N58°54'28"W

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS	67.332 ACRES	99%
PUBLIC ROW	0.699 ACRE	1%
TOTAL	68.031 ACRES	100%

MINOR PLAT OF BROOKS FARM SECOND SUBDIVISION	
FINAL PLAT	
Name of Application:	MINOR PLAT
Type of Submittal:	2
Filing Number:	
Phase Number:	
Sheet Title:	
Preparation Date:	5/9/2025
Revision Date:	
Revision Date:	
Revision Date:	
Revision Date:	
Revision Date:	
Sheet 1 of 1	

DATE: 7/30/2025
FILE NAME: 20250009SUB
SCALE: 1"=200'
DRAWN BY: CSK/SMF
CHECKED BY: MCD
KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:					
REVISIONS:					

BROOKS FARM SECOND SUBDIVISION
FOR
LG EVERIST INC
7321 E. 88TH AVENUE, SUITE 200
HENDERSON, CO 80640

PROJECT #:
20250009

1
SHEET 1 OF 1

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Presentation

Meeting Date: August 27, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

CACP Accreditation 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.: 7.a

Discussion/Action

Meeting Date: August 27, 2025

Initiated By: Jill Mendoza

Department: Economic Development

AGENDA ITEM

Resolution 25-91: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

RECOMMENDATION

Staff recommends approval of Resolution No. 25-91, and authorizing the Mayor to sign the Assignment of Allocation between the Town and the Colorado Housing and Financing Authority (CHFA).

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 Town of Firestone will allocate its 2025 Private Activity Bond (PAB) cap of \$1,211,606 to the Colorado Housing and Finance Authority (CHFA) to support affordable housing development for low- and moderate-income residents in Firestone and statewide.

PABs are federally tax-exempt bonds used to finance qualifying housing projects and must be applied to projects closing within the same calendar year.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The 2025 PAB allocation marks the third consecutive year that the Town of Firestone has received and utilized this federal financing tool. In prior years, while Firestone did not directly allocate its own volume cap, the community still benefited from CHFA-administered programs, including first-time homebuyer education and down payment assistance, funded through allocations from other agencies and the State of Colorado.

A discussion on the 2025 Private Activity Bond allocation took place during the July 16, 2025 Special Meeting of the Board of Trustees. At that meeting, staff presented three potential assignment requests, and the Board determined that assigning the allocation to CHFA would be the most efficient use of the funds.

Resolution No. 24-80 authorized the Mayor to execute the Assignment of Allocation agreement between the Town of Firestone and the Colorado Housing and Finance Authority for the 2024 PAB allocation.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town
 - Design and Promote Livable Neighborhoods & Homes
 - Encourage Community Governance with Civic Partnerships

ATTACHMENTS

1. Reso 25-91 CHFA PAB Assignment (2025) -R081225
2. 2025_AssignmentofAllocation_Town

RESOLUTION NO. 25-91

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the Town of Firestone is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Town of Firestone is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Town of Firestone has an allocation of the 2025 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to **September 15, 2025** (the "2025 Allocation"); and

WHEREAS, the Town of Firestone has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the Town of Firestone and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2025 Allocation; and

WHEREAS, the Town of Firestone has determined that the 2025 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the Town's Board of Trustees of the Town of Firestone has determined to assign \$1,211,606.00 of its 2025 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the Town of Firestone and the Authority (the "Assignment of Allocation").

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

1. The assignment of the Town's entire 2025 allocation of \$1,211,606.00 to the Authority is approved.

2. The form and substance of the Assignment of Allocation are approved; provided, however, that the Town Attorney shall be authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as may be necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The Town's Director of Economic Development & FURA is authorized to execute and deliver the Assignment of Allocation on behalf of the Town and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent 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



assignment of allocation - town

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this _____ day of _____, 2025, is between the Town of _____ Colorado (the "Assignor" or the "Jurisdiction") and the Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2025 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2025, (the "2025 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2025 Allocation; and

WHEREAS, the Assignor has determined that the 2025 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2025 Allocation assigned herein; and

WHEREAS, the Town Board/Council of the Assignor has determined to assign to the Assignee all or a portion of its 2025 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$_____ of its 2025 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.
2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multifamily rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.
3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.
4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.
5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.
6. This Assignment is effective upon execution and is irrevocable.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

Town of _____, Colorado

By: _____

Name: _____

Title: _____

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Discussion/Action

Meeting Date: August 27, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Resolution 25-94: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED BOARD OF TRUSTEES RULES OF PROCEDURE

RECOMMENDATION

Staff recommends approval of Resolution 25-94.

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

At the June 18, 2025, Special Board of Trustees Meeting, the Board considered and discussed several amendments to the Rules and Procedure. As requested by the Board, the proposed resolution implements those amendments.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees directed staff to amend the Rules and Procedures at the June 18, 2025, Special Board of Trustees Meeting.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-94 Updated BOT Rules of Procedure
2. Ex A to Amended BOT Rules of Procedure

RESOLUTION NO. 25-94

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING THE AMENDED BOARD OF TRUSTEES RULES OF
PROCEDURE**

WHEREAS, the Board of Trustees (“Board”) desires to update its Rules of Procedure; and

WHEREAS, at a special meeting held on June 18, 2025, the Board considered and discussed a number of amendments to the Rules of Procedure relating to Trustee absences, agenda preparation, adding items to an agenda, public hearing procedures, and Trustee seating arrangements, which are both compliant with the desires of its members and current municipal practices.

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

The Board of Trustees’ Rules of Procedure are amended as shown in Exhibit A, which is attached hereto and made a part of this Resolution. Such amendments shall take effect upon adoption of this resolution.

PASSED AND ADOPTED this 27th day of August, 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

4. BOARD MEETING PARTICIPANT DUTIES:

4.1. Mayor: The Mayor shall be considered a member of the governing body and the Board of Trustees and shall preside over meetings of the Board of Trustees. The Mayor shall not be counted for purposes of determining the requisite quorum for any matter of the Board. The Mayor shall not vote on any matter that comes before the Board, except in the case of a tie vote. Any ordinance adopted and any resolutions authorizing the expenditure of money or the entering into of a contract shall be subject to disapproval by the Mayor as provided by state law (C.R.S. 31-16-104). Duties of the Mayor as presiding officer include:

- i. Open the meeting at the appointed time, and call the meeting to order.
- ii. Announce the business coming before the Board in accordance with the agenda.
- iii. Control the proceedings of the meeting and recognize Trustees, staff, and members of the public who are entitled to the floor.
- iv. State or cause to be stated and put to a vote all matters that come before the Board and announce the results of the vote.
- v. Enforce the Board's debate, order, and decorum rules.
- vi. Decide all questions of order.
- vii. Adjourn the meeting.

4.2. Mayor Pro Tem: At the first meeting following each regular election, the Board shall elect from one of the Trustees a Mayor Pro Tem, who shall in the Mayor's absence or inability to act, perform the Mayor's duties.

4.3. Temporary Chair: In the event that both the Mayor and the Mayor Pro Tem are absent or unable to act, the Board shall elect from one of the Trustees a Temporary Chair who shall perform the Mayor's duties.

4.4. Trustees: Trustees are expected to attend and participate in all Board meetings and sessions. A Trustee who misses, for whatever reason, thirty percent (30%) or more of all meetings and sessions in any one (1) calendar year shall be considered to be in dereliction of duty and shall constitute grounds for possible censure or sanction, up to and including, an -oral or written reprimand, a public censure, or removal of a Trustee from such person's appointed position or any other committees, boards, or other special or ex officio appointments.

4.5. In the event of illness or absence, Trustee's should notify the Mayor and the Town Clerk as soon as possible prior to the applicable Board meeting or event.

~~4.6. Trustees who desire to be excused from a Board meeting should make such request to the Mayor, with as much advance notice as practicable. If the Mayor is so advised, the Mayor shall, upon completion of roll call request a motion to excuse the Trustee.~~

4.76. Executive staff: The Town Manager and the Town Attorney, or their designees, shall, unless excused, attend all regular and special meetings of the Board. The Town Attorney, upon request of the Board, shall provide either a written or oral opinion on questions of law.

4.87. Town Clerk: The Town Clerk, or designee, shall attend all meetings of the Board and shall keep the official journal of proceedings, and perform other such duties as may be requested by the Board.

5. AGENDA & NOTICE OF MEETINGS:

5.1. The Town Manager, with input from the Mayor, shall ~~establish~~ prepare the a preliminary agenda subject to the Mayor's approval for each Board meeting or work session. A copy of the preliminary agenda shall be prepared and distributed to Trustees no later than 5:00 p.m., Thursday, three (3) business days prior to a regularly scheduled Wednesday Board meeting or work session. The Town Clerk shall prepare all meeting preliminary agendas upon the direction of the Town Manager ~~Trustees who desire to place an item on the agenda must first obtain the approval of the Mayor.~~ During Trustee Reports, a Trustee may request an item be placed on an upcoming meeting agenda and such will occur upon the consensus of the majority of the Board present.

5.2. If the Town Clerk or Town Manager receives a written request from the Mayor to remove any item from the preliminary agenda for any reason by 12:00 p.m. Friday before preliminary agenda publication, then the proposed agenda item shall be removed and the Mayor's request shall be communicated to the Board. ~~The Town Clerk shall prepare all meeting agendas upon the direction of the Town Manager.~~

5.3. ~~Generally no later than Friday preceding the regular meeting, or work session the Town Clerk will publish on the Town's website a packet including the agenda for the next meeting showing the order of business and as applicable, related minutes~~ Generally no later than 5:00 p.m., Friday preceding the regular meeting or work session, the Town Clerk will publish on the Town's website a packet including the preliminary agenda for the next meeting showing the order of business and as applicable, related minutes.

5.4. Included in the packet will be Agenda Item Memos in addition to supporting documentation such as resolutions or ordinances, and agreements. Trustees are responsible for thoroughly reviewing all packet materials prior to the applicable meeting. If a Trustee has a question for staff, the Trustee should contact the Town Manager a reasonable period of time prior to the meeting so that staff may prepare a response. Any written responses of staff shall be provided to all Trustees.

5.5. If the Town Manager or Town Clerk receives input from four or more Trustees to reinstate an agenda item removed from the Mayor as part of the preliminary agenda by 5:00 p.m. Monday preceding the regular meeting, then that item shall be included as part of the preliminary agenda and placed under the agenda approval section of an amended preliminary agenda as a "proposed" agenda item for the Board to consider whether the item shall be made part of an approved agenda at the regular meeting. In such case, the Town Clerk shall publish the amended preliminary agenda and packet in compliance with open meetings law requirements.

- i. Nothing in in this rule shall be interpreted to allow three (3) or more Trustees to discuss or consider any town business outside of a properly noticed open public meeting.

5.6. A notice of meeting shall be posted and published on the Town Website no less than twenty-four (24) hours prior to the holding of the regular, special meeting, or work session. Notices shall also be posted as set forth herein at the location designated by the Board of Trustees by resolution at the first regular meeting of each calendar year.

5.7. Adding agenda items: Trustees who wish to advance a new policy or legislative idea ("Proposal") before the Board should do so by the following means:

- i. forward a request in writing to the Town Manager for placement of the Proposal on a Work Session agenda at least 10 business days prior to any such regularly scheduled Work Session; or
- ii. during the "Trustee Reports" portion of the Board meeting, request that the Proposal be placed on a future Work Session agenda for initial consideration by the Board. No motion, second, or vote or other action shall be required of the Board to have the Proposal placed on a future Board Work Session agenda for initial consideration, so long as the Proposal is to be on a Work Session agenda thirty or more days later.

The Town Manager will review the Proposal only to evaluate staff time, competing priorities, and to develop a rough estimate of costs, if applicable. As necessary, the Town Manager will arrange to meet and discuss the proposal with the Trustee advancing the Proposal.

- i. Other than a simple administrative report describing the nature of the Proposal, no work on a Proposal added to a Work Session agenda shall be undertaken by Town staff, including but not limited to, fiscal review, legal review, and policy review for consistency with existing Town policies, until the Board has had the opportunity to have a discussion and provide direction as provided herein.
- ii. However, the Trustee advancing the Proposal shall have the right and privilege of submitting a letter or memorandum (and any other related materials) describing their Proposal and the reasons therefore which shall be included in the Board agenda packet so long as the letter or memorandum (and any other related materials) is submitted to the Town Clerk at least one week prior to the Board meeting.

Initial consideration of the Proposal at a Work Session will allow the Board to discuss the item during an open and public meeting, and determine whether to direct the Town Manager to add the Proposal to a future agenda and provide specific direction.

- i. The Councilor advancing the Proposal, who shall go on record as the person primarily responsible for guiding the Proposal through the legislative process ("Chair"), must be prepared to explain why action is necessary and why this issue is more important than other issues that compete for time, attention, and resources. What is the problem that needs to be solved? What are the implications of not acting? What is at stake? Why is government involvement or action required?

After a brief discussion at the Work Session, the Mayor will call the question. To advance the Proposal to a future agenda, two or more Trustees must approve, otherwise the Proposal is declined. If outside monies are needed for the Proposal, i.e., funds for contract workers, then a motion, second and majority vote of the Board shall be required to advance the Proposal to a future agenda, otherwise the Proposal is declined. A Trustee whose Proposal has been declined may refine the Proposal and again submit a request per the process described above.

- i. If two or more Trustees support placement of the Proposal on a future agenda, then the Trustee's voting in favor of advancing the Proposal shall decide on the record who will agree to act as the primary supporter to the Chair's Proposal ("Co-Chair") and who will act as the secondary supporter to the Chair's Proposal ("Sponsor").
- ii. The date set for further consideration of the Proposal shall be set in light of legal notice requirements, existing Board priorities, the urgency of the Proposal, and the advice of the Town Manager as to its impact on the timing of existing work and/or projects of the Town, and the amount of time required for Staff to prepare to address the Proposal.

Once a Proposal has been placed on a future agenda for discussion, Staff time in preparing for such item is limited to eight hours or less, unless direction is given by a majority of the Board at the Work Session to expend further staff time and resources. The Town Manager, working in consultation with the Chair and Co-Chair, shall prepare a full staff analysis of the Proposal thereafter for consideration by the Board at the Board meeting, unless otherwise directed by the Board. As necessary, the Town Manager will meet with the Chair and Co-Chair to prioritize staff work time on the Proposal in light of other ongoing work, priorities, and initiatives.

Until the Proposal is completed or returns to the Board agenda for final resolution, the Town Manager will provide a status summary of approved Proposals in the "Staff Reports" portion of the Board meeting to the Board.

5.68. Proclamations: The purpose and procedure for placing a proclamation on an agenda is as follows:

Purpose:

- i. Ceremonial for recognition for a special event or activity.
- ii. Honor persons or groups service to or for the Town.
- iii. Nationally recognized events or activities of local interest.

Procedure:

- i. Trustee's may request proclamations for the above purposes and staff will assist Trustees as needed.
- ii. When applicable, a representative of the subject entity should be present to accept the proclamation.

6. MEETING PROCEDURES: The order of business shall be as follows (unless amended by a majority of the quorum present):

- i. **Call to Order & Roll Call** (by presiding officer)
- ii. **Pledge of Allegiance**

- iii. **Approval of Agenda** The Town Manager may subject to the requirements of the Open Meetings Law request the Board amend the agenda. Amendments to the agenda must be approved by a majority of the Trustees present.
- iv. **Consent Agenda** Includes items that may be approved without discussion or debate though Trustees may request removal of any item from the Consent Agenda allowing for questions and discussion of the item.
- v. **Public Comment** Opportunity for the public to comment on any item not scheduled for public hearing. The Board of Trustees shall not engage in dialogue or answer questions posed during public comment. Trustees may request that staff prepare a response to any inquiry brought forward during public comment.
- vi. **Proclamations**
- vii. **Presentations** may be made as part of an agenda item.
- viii. **Land Development** Action items and public hearings pertaining to land use.
- ix. **Discussion/Action** Ordinances and resolutions for which the Town Clerk will assign a number prior to the meeting.
- x. **Public Comment** Second opportunity for the public to give public comment.
- xi. **Staff Reports** Includes information from staff that is advisory or may require Board action at a later meeting.
- xii. **Mayor & Trustees Reports** Trustees have the opportunity to report on their activities as they relate to the Town and bring forth matters for future consideration by the Board.
- xiii. **Executive Session** (on an as-needed basis only). The placement of the Executive Session within the agenda may be changed as determined to be appropriate by the Board.
- xiv. **Adjournment.**

6.1. Public Comment: Persons seeking to speak at public comment shall first sign a public comment sheet listing their name, address, and if they are speaking on a specific item on the agenda. The Town Clerk will prepare public comment sheets, and separate sheets will be available for public comment and for Public Hearings.

- i. The Town Clerk will deliver the public comment sheets to the Mayor, who will read the name aloud of the person(s) who desire to speak in the order they signed up.
- ii. Prior to making comments, each person shall, for the record, state their name and address. If any person neglects to do this, the Mayor will ask for this information.
- iii. Public comment is limited to thirty (30) minutes per meeting. Public comment is limited to three (3) minutes per person, and no person may convey any of their allotted time to another

person nor speak on behalf of any other person. each speaker's time will be monitored, and the Town Clerk will advise the Mayor when a person's three (3) minute time period has expired or the 30-minute time period has expired. At such times the Mayor shall, as appropriate, advise the person that their time has expired or close public comment.

- iv. The Board of Trustees shall not respond to public comments in session.

6.2 Public Hearings: if required by law, shall be conducted as follows:

- i. The presiding officer shall read the title of the ordinance or resolution into the record and open the public hearing.
- ii. Staff presentation.
- iii. Applicant/petitioner presentation.
- iv. Public comment.
- v. Presiding officer closes the public comment portion of the public hearing.
- vi. Applicant/petitioner or staff has the opportunity to respond to public comments and questions.
- vii. Board questions (questions may be asked of the applicant/presenter, their representative, or staff).
- viii. Presiding officer closes the public hearing.
- ix. Board comments and discussion.
- x. Board motion and action.

6.3. All persons, excluding Town staff, who desire to provide evidence or testimony at a public hearing shall ~~be sworn in by the presiding officer~~ first state their name and the general area of Town where such person lives (if such person resides in the Town), the city or town of such person's place of residence (if such person lives outside of Town), or group affiliation (if acting as a representative of an entity, organization, or group) prior to giving such evidence or testimony. ~~This shall be done in the manner as follows.~~

6.4. ~~Prior to taking evidence or testimony, the presiding officer shall, after the person arrives at the podium and provides their name, and state, "Please raise your right hand. Do you swear or affirm that the evidence and testimony you will give is true?"~~

6.5. ~~This procedure may be repeated as necessary in order to allow all those wishing to testify or give evidence to address the Board under oath.~~

11.GENERAL RULES:

~~11.1. Trustees shall occupy seats in the Board Room as assigned to them by the Mayor, except that the Mayor Pro Tem shall occupy the seat immediately to the right of the Mayor. New seat assignments shall be made after each regular municipal election.~~

11.12. Trustees should not engage in conversation or commit any other act which may distract the attention of any other Trustee from the business at hand.

11.32. Trustees shall, when speaking, confine their remarks to the matter under discussion.

11.43. Any Trustee may protest any action of the Board and upon acknowledgment by the presiding officer, state the reasons therefore and have such entered into the record.

11.54. The Chief of Police, or their designee, shall be charged with maintaining the peace at all meetings of the Board.

11.65. The presiding officer may call a recess during a meeting setting forth the approximate time of the recess to provide for a temporary break for the convenience of all present, to quell a disturbance, or at the request of a majority of the Board. The call for a recess should occur between items of business.

11.76. The presiding officer shall recognize each board member before speaking.

11.87. The Town Clerk shall maintain an account of all proceedings of the Board, which shall constitute the official record of the Board. All public records shall be kept in accordance with the Colorado Open Records Act C.R.S. § 24-72-200.1 et seq.

11.98. The Town Clerk shall prepare all minutes, which shall be a record of the actions taken at the meeting, but not a verbatim transcript of what was stated by the Board and any participants. The minutes shall contain a separate paragraph for each item or subject matter. They should reflect each item considered and the disposition of each motion or matter on which action is taken. Comments by Trustees or other participants may be summarized.

11.109. The minutes may be corrected or amended by a motion of a Trustee. If the correction is minimal or insubstantial ("Scrivener's error"), Trustees should contact the Town Clerk prior to the meeting. A corrected copy of the minutes shall then be prepared for approval by the Board at the next regular meeting

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Discussion/Action

Meeting Date: August 27, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-95: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LIGHTGIG COMMUNICATIONS, LLC FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY

RECOMMENDATION

Staff recommends approval.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

This resolution is to enter into a non-exclusive master license agreement for fiber networks with LightGig Communications, LLC (LightGig) to provide internet service.

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

LightGig currently provides service in Eaton, Evans, Severance, Timnath, Wellington, West Greeley, and Windsor, and recently approached the Town with the desire to build in Firestone.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

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

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

The Town currently has Non-exclusive Agreements with Comcast, Hyperfiber, and Intrepid to install and provide Fiber Networks to Firestone customers.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Establish a Strong & Competitive Business Environment

ATTACHMENTS

1. Reso 25-95 LightGig Fiber Optic MLA
2. Master License Agreement - LightGig 8-21-5
3. Supplemental Site License Agreement For Fiber Networks 8-2025

RESOLUTION NO. 25-95

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LIGHTGIG COMMUNICATIONS, LLC FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY

WHEREAS, to supply fiberoptic and/or broadband internet services to its prospective customers, LightGig Communications, LLC (LightGig”) desires to install a fiber optic network, which includes fiber optic lines and related equipment, in various locations within the Town’s Rights-of-Way; and

WHEREAS, the Town and LightGig wish to define the terms of LightGig’s use of Town right-of-way for the above-stated purpose (the “Use Agreement”); and

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

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

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

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

Section 1. The Master License Agreement between the Town of Firestone and LightGig Communications, LLC, in a form substantially similar to the form attached hereto as Exhibit A is hereby approved.

Section 2. The Supplemental Site License Agreement between the Town of Firestone and LightGig Communications, LLC, in a form substantially similar to the form attached hereto as Exhibit B, is hereby approved.

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

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

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

Communications, LLC.

PASSED AND ADOPTED this 27th day of August, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[Master Fiber Network ROW Use Agreement]

EXHIBIT B
[Supplemental Site License]

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of the ____ day of _____, 2025 (the "Effective Date"), and entered into by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and LightGig Communications, LLC (the "Company").

RECITALS

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

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

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

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

AGREEMENT

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

I. DEFINITIONS.

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

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

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

"Conventional Boring" means the deployment of fiber optic cables or underground conduits using trenchless underground methods at depths greater than 24 inches.

“Conventional Trenching” means the deployment of fiber optic cables or underground conduits using open trench cuts; excavation; placement of conduit bundles or duct banks, and other elements; backfill and restoration.

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

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

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

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

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

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

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

II. TERM

A. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of fifteen (15) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company’s Network is not operational and providing Services to customers within the Town within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the Town, in its sole discretion, upon thirty (30) days written notice. This Agreement will automatically renew for one (1) successive fifteen (15) year term (“Renewal Term”) upon the expiration of the Initial Term, unless earlier terminated as provided herein or a written notice of non-renewal is given by Company to the Town at least thirty (30) calendar days prior to the expiration of the Term then in effect. Thereafter, this Agreement may be extended for an additional agreed-upon period of time upon the mutual execution by the Parties of a written amendment.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the Town and shall conform with applicable laws and regulations. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant a Franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

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

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

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

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

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the plan and profile approved by the Town and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting all information required by **Exhibit A** prior to beginning construction. The Town will authorize the Company to commence construction with the grant of a supplemental site license and the provision of all necessary permits. Approved supplemental site licenses will be attached to this document as part of **Exhibit B**. The

Company shall comply with all applicable federal, State, and Town technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way

B. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay any standard and customary permit fees. The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with **Exhibit A**. Such drawings shall be provided to the Town with each request for a supplemental site license. For each supplemental site license, Licensee shall submit construction drawings prepared by the appropriate professional engineer licensed in the state of Colorado for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until written confirmation of grant of a supplemental site license by the Town and the acquisition of all necessary permits.

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

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

E. Colocation of Town Infrastructure with Company's Infrastructure.

I. When Company proposes construction activities that involve Conventional Boring or Conventional Trenching within Public Rights of Way that extend more than five hundred (500) contiguous feet in length, the Town may require that it collocate and install Town conduit simultaneously with the Company's construction activity, and the Town shall pay any incremental costs incurred by Company to install the Town's conduit. The parties agree to coordinate in good faith while Company designs the Network to identify construction segments where Town desires collocation.

II. For any construction activity where the Town requires a collocation of Town conduit, the Town shall, as a condition of the issuance of the permit or the continued validity of a permit, direct the Company to install Town conduit with tracer wire and associated infrastructure, as identified by the Town, concurrent with the installation of the Company's infrastructure following the Town's review and approval of all estimated costs associated with the collocation of the Town conduit. The Company shall install the Town conduit with tracer wire

adjacent to Company's infrastructure and within the same bore or trench alignment. The Town will bear all cost associated with the colocation, including, without limitation, the Town conduit, pull-boxes, and all other materials and infrastructure to be installed, as well as the creation of any as-built documentation developed for the colocation, including the incremental labor, equipment, and engineering costs incurred by the Company (or its contractor or subcontractor) that are reasonably and directly attributable to the required colocation of Town conduit, material and infrastructure.

- III. When a collocated Town conduit is installed, the Company may be required to submit signed as built documentation of the Town's conduit to the Town if physical verification of the Town conduit is not possible.
- IV. A Town designated representative may waive permit fees set forth for any construction activities associated with a colocation project.
- V. If the Company begins offering dark fiber leases within the Town, Town may lease dark fiber strands from Company at the then-current discounted "public purpose" rate on a per strand per mile basis.

V. RELOCATION OF EQUIPMENT

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

B. Abandonment. If Company removes and does not replace the Equipment or otherwise abandons the use of Equipment for a period of six (6) or more consecutive months, the Town may terminate this Agreement by delivering thirty (30) days advance written notice to Company, and the Equipment shall be removed at the expense of Company. In the event Company is unable or refuses to remove such Equipment when requested by the Town, the Town may authorize removal and Company shall be responsible for all costs incurred for such removal.

C. Damage and Restoration. Unless otherwise provided by Town rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement, and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in

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

VI. OTHER UTILITIES

A. The Company agrees and understands that if the Town has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Company has been fully advised by the Town that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property the existence and nature of such natural gas facilities and the potential danger and risk involved.

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

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

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the Property or the R.O.W. in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the Town, the Company will pay, indemnify, defend and hold the Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous

Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the R.O.W. and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

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

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

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

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

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

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

employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by the Company.

IX. INSURANCE.

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

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

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

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

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

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

X. NOTICES.

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

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

and

If to Company:
Attn: Legal
2809 E Harmony Road Suite 310
Fort Collins, Colorado 80528
Email: phartman@lightgig.com

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

C. Emergency Contact. The Company shall be available to the employees of any Town department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: 970-460-8004.

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

XI. TERMINATION.

This Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall

be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

A. Removal of Equipment. Upon the expiration or termination of this Agreement, Company may remove the Equipment from the Public Right-of-Way. Prior to undertaking any removal work, however, Company shall provide the Town written notification of its intent to remove the Equipment and the anticipated beginning and completion dates for the removal work. If the Company starts and then fails to complete this removal work on or before 60 business days subsequent to the date for completion as specified in the notice provided pursuant to this Section, then the Town, upon written notice to Company, shall have the right at its sole election, but not the obligation, to perform this removal work and charge Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal work and any storage of the Company's property after removal within 60 calendar days after the date of a written demand for this payment from the Town. After the Town receives the reimbursement payment from the Company for the removal work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Applicable Law. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

B. Abandonment of Equipment. Upon the expiration or termination of this Agreement, Company may decide, in its sole discretion, to leave the Equipment in place as is and transfer its ownership of the Equipment to the Town. To do so, Company shall send written notice to the Town of its intent to transfer ownership of the Equipment within 30 calendar days of the date of expiration or termination. If the Town accepts such offer in writing no later than 30 business days after receipt of the Company's written offer, then Company shall execute and deliver to the Town bills of sale and such other documents necessary to effectuate such transfer of ownership to the Town within 30 business days after the date on which the Company received the Town's written acceptance.

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

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

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

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

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

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

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

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

-
- V. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

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

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

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

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

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

XIII. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS.

TOWN OF FIRESTONE, COLORADO

First and Last Name, Title

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

LightGig Communications, LLC

By: Philip Hahn

EXHIBIT A

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

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and A.D.A. compliance.
 - a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements located within 30 feet of any Equipment.
2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. Completed Right-of-way Permit Application

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

THE TOWN WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES

EXHIBIT B

SUPPLEMENTAL SITE LICENSES

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

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:

Project:
Contractor:
Supplemental Site ID No.: _____
PROW Segment/Equipment Location ID: No. _____
Term: _____
Acct. or P.O. # _____

SUPPLEMENTAL SITE LICENSE AGREEMENT

THIS SUPPLEMENTAL SITE LICENSE AGREEMENT, is entered into this ____ day of _____, 20____ (“Effective Date”) between the Town of Firestone (“Town”) and _____ (“Company”) (collectively, the “Parties”).

Section 1. Supplemental Site License. The Town grants to Company a non-exclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain its Network Equipment, as referenced in that certain Master Right-of-Way Use Agreement in connection with the operation of Company’s Network, between Licensor and Company dated _____, 20____ (the “Use Agreement”), within the Public Right-of-Way segment shown in **Exhibit A**, attached hereto and incorporated herein by this reference (“Equipment Location”).

Section 2. Incorporation of Use Agreement. All of the terms and conditions of the Use Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Use Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Use Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Use Agreement unless otherwise indicated herein.

Section 3. Plan and Profile. Plans and profiles for the construction and installation of the Network Equipment at the Equipment Location shall be submitted to and approved by the Town in writing before beginning any work within the Public Right-of-Way or installation of such Network Equipment. “As-Built” drawings with respect to the Network Equipment will be provided to the Town upon completion of installation.

Section 4. Network Equipment. The Network Equipment to be installed at the Equipment Location is described in **Attachment 1, Table 1**, attached hereto and incorporated herein by this reference.

Section 5. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 2 of the Use Agreement.

Section 6. Commencement Date of Supplemental Site License. The commencement date of this Supplemental Site License is the date Company completes installation of its Network Equipment at the Equipment Location (“Installation Date”).

Section 7. Approvals. It is understood and agreed the Company’s ability to install its Network Equipment in the Public Right-of-Way is contingent upon its obtaining all of the appropriate certificates, permits and other approvals (collectively the “Governmental Approvals”).

that may be required under the applicable Town ordinances, which shall not be unreasonably withheld by the Town. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) Company determines the licensed Equipment Location is no longer technically compatible for its use, Company shall have the right to terminate all or part of this Supplemental Site License. Notice of Company's exercise of its right to terminate shall be given to the Town in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Company, or upon such later date as designated by Company. All standard and customary permit fees paid to said termination date shall be retained by the Town. Upon such termination, all or part of this Supplemental Site License, as applicable, 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 and in the Use Agreement.

Section 8. Installation of Town Equipment. In each segment of the Public Right-of-Way in which Company installs its Network Equipment, Company shall also install, at the same time as Company installs its Network Equipment, certain pull boxes, vaults, handholes, tracer wire, pull strings, conduit, pedestals and other accessories and component equipment as described in **Attachment 1, Table 2** ("Town Equipment"), attached hereto and incorporated herein by this reference, in accordance with: (a) all applicable standards, rules and regulations of the Town (collectively, the "Town Regulations"); and (b) the plans and specifications provided by the Town Engineer [by Company to the Town and approved by the Town Engineer] (the "Plans") (collectively referred to as the "Construction Standards").

Section 9. Procurement of Town Equipment. Company shall be initially responsible for the costs of acquiring the conduit to be incorporated into the Town Equipment, which shall not exceed the amount set forth in the cost estimate, attached hereto as **Attachment 1, Table 3** and incorporated herein by this reference ("Cost Estimate"). The Town shall be responsible for acquiring and supplying to Company all other components of the Town Equipment.

Section 10. Payment of Contractors, Laborers and Materials. Company shall bear initial responsibility for the costs of installation of all Town Equipment at the Equipment Location, subject to reimbursement by the Town as set forth in Section 15. Company shall timely make payments of all amounts due to persons supplying labor, materials, equipment or services in connection with the Network Equipment and Town Equipment, and to any persons who may otherwise be entitled to assert a lien upon the Public Right-of-Way, Equipment Location or Town Equipment by virtue of Section 38-22-101, et seq., C.R.S. In the event that any person asserts a lien upon the Public Right-of-Way, Equipment Location or Town Equipment by virtue of Section 38-22-101, et seq., C.R.S. after Acceptance, Company will indemnify and defend the Town with respect to the claimed lien, and shall further immediately take any and all steps as are necessary to remove the lien from any Town Equipment regardless of the merits of the claimant of the lien; provided, however, that if a mechanic's lien is filed, Company may, within 60 days of the filing thereof, bond over any such mechanic's lien pending removal thereof from title to the Town Equipment.

Section 11. Immigration Status Obligations. To the extent required by law, Company certifies, through signature of its authorized representative executing this Supplemental Site License, that its contractor performing the installation work for the Town under this Supplemental Site License does not knowingly employ or contract with an illegal alien who will perform such work, and that its contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

Section 12. Inspection and Acceptance of Town Equipment. Upon completion of the Town Equipment at the Equipment Location, Company shall submit to the Town "as built" drawings of the Town Equipment in a format agreeable to both parties, a copy of the accounting and an itemized invoice for the actual costs therefor, and a statement certifying that installation of Town Equipment is fully complete, that Town Equipment has been fully paid for, and that Company has fully paid all persons or entities having furnished labor or materials for the construction and installation of the Town Equipment. Upon inspection, which shall occur within twenty-one (21) days of Company's submission, and finding of satisfactory completion of the Town Equipment in compliance with the Construction Standards, the Town shall promptly issue a written "**Certificate of Acceptance**" for the Town Equipment at the Equipment Location. Company shall follow the procedures below regarding the inspection of installation of any Town Equipment to ascertain conformance with the Construction Standards prior to Acceptance.

(A) Company will contact the Town Engineer two weeks in advance of the beginning of installation of any Town Equipment. Company will give a time schedule as to how the Town Equipment will be installed and completed.

(B) Upon completion of the Town Equipment, Company will contact the Town Engineer to arrange for an inspection of the Town Equipment. Company shall reasonably cooperate and assist the Town in gaining appropriate access to the areas designated for inspection.

(C) If the Town Engineer finds fault with the installation, the Town shall provide Company with a detailed description of the fault and allow Company ten (10) business days to remedy such fault in a manner as the Town believes to be reasonably necessary to bring the Town Equipment into conformity with the Construction Standards. If Company has not remedied the fault(s) within ten (10) business days, the Town Engineer may, at his discretion, stop work until corrections are made.

(D) The Town shall have the right, but not the duty, to inspect materials and workmanship in order to ascertain conformance with the Construction Standards at any time during installation of the Town Equipment.

(E) Company shall contact the Town immediately upon discovery of any non-conformance with the Construction Standards or if Company encounters unforeseen conditions or circumstances that will delay completion of any of the Town Equipment.

(F) The Town understands that poor weather conditions may cause unforeseen delays and warrant special consideration regarding scheduling of inspections and installation of Town Equipment.

Section 13. General Warranty. Company warrants that all Town Equipment installed by Company at the Equipment Location shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with the Construction Standards. Company further warrants that all materials made a part of the Town Equipment, or placed permanently in the Town Equipment, will be free from defects, including but not limited to defects of materials, workmanship or design, of good quality, and that the Town Equipment shall be free from obstructions and otherwise fully comply with the Construction Standards. Company further warrants that upon receipt of the Reimbursement, ownership and title to any Town Equipment at the Equipment Location shall pass from Company to the Town free and clear of all liens and encumbrances. Except as provided herein, Company makes no other warranties of any kind, including, without limitation, implied warranties of merchantability or fitness for a particular purpose. Company shall provide reasonable assistance to Town in connection with Town's efforts to enforce the terms of any manufacturer's warranty against the manufacturer of any Town Equipment.

Section 14. Completion of Installation of Town Equipment. Company shall commence construction and installation work with respect to the Town Equipment at the same time Company undertakes construction and installation of its Network Equipment pursuant to this Supplemental Site License. Issuance of Certificate of Acceptance for the Town Equipment must be awarded within six (6) months of the Installation Date for the Network Equipment, unless the Town extends the time for compliance by executing a written amendment to this Supplemental Site License. In the event that no work has commenced on the construction and installation of the Town Equipment within six (6) months of the Installation Date for the Network Equipment, the Town may withhold the granting of any new supplemental site licenses or other Governmental Approvals for new Equipment Locations within the Public Right-of-Way.

Section 15. Reimbursement.

(A) Cost Estimate. The total cost or estimated cost to the Town of all elements of Company's construction and installation of all Town Equipment in the particular segment of the Public Right-of-Way or Equipment Location covered under this Supplemental Site License is set forth in the Cost Estimate, attached hereto as **Attachment 1, Table 3.**

(B) Company shall notify the Town when it receives a change order request from its contractor performing work with respect to the Town Equipment that results in an increase in the Cost Estimate of an amount equal to or greater than ten (10) percent (%) of the total cost as set forth in the Cost Estimate, or when Company becomes aware that the total dollar amount of all change orders exceeds \$50,000.00. Upon receipt of such notification, the Town may, in its discretion and at its sole option, direct Company to stop work or give written approval of an increase in the total estimated cost and authorization to proceed with the work. No change to the total cost set forth in the Cost Estimate, including any additional reimbursement, shall be effective

or paid unless Company provides such notice required under this subparagraph (B) and Company receives written authorization from the Town to perform such work.

(C) In consideration for Company's agreement to install Town Equipment, the Town shall reimburse Company in an amount equal to 100% of the total actual cost for completing construction and installation of all components of the Town Equipment at the Equipment Location (the "Reimbursement"). To satisfy this obligation, the Town shall remit payment to Company upon issuance of Certificate of Acceptance for the Town Equipment. The Town shall not be obligated to reimburse Company in connection with the construction and installation of the Town Equipment until the date of issuance of Certificate of Acceptance for the Town Equipment.

(D) In the event that: (i) Company terminates this Supplemental Site License at any point prior to completing installation of all or a portion of the Town Equipment; (ii) Company terminates this Supplemental Site License prior to issuance of Certificate of Acceptance for all or a portion of the Town Equipment; (iii) Company abandons its construction efforts prior to completing installation of all of the Town Equipment; or (iv) the Town directs Company in writing to stop work pursuant to subsection (B) above, the Town shall be responsible to reimburse Company only for those actual costs incurred with respect to Town Equipment for which the Town has inspected and finally accepted. Notwithstanding the foregoing, the Town shall have the right to deduct and withhold payment of all or a portion of the Reimbursement that may be due under this Supplemental Site License such amount as may reasonably appear necessary to compensate the Town for any actual or prospective loss due to: (i) work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage to the Public Right-of-Way for which Company is liable under this Supplemental Site License or the Use Agreement; (iii) liens or claims of liens or other claims of Company's contractor's, subcontractors, or suppliers, regardless of merit; or (iv) delay in the progress or completion of installation of the Town Equipment, if such delay is caused, in whole or in part, by an act or omission over which Company or Company's contractor or subcontractor has control.

(E) 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 or liability beyond the current fiscal year.

Section 16. Ownership of Town Equipment. Subject to this Agreement and to the provisions of any Town ordinances, resolutions, rules, regulations and standards relating to the Town acceptance of the Town Equipment provided for herein, Company shall convey and transfer to the Town all of the Town Equipment, free and clear of all liens, encumbrances and restrictions by Bill of Sale upon receipt of the Reimbursement. There shall be no restrictions on the Town's use of the Town Equipment contained in the Bill of Sale.

Section 17. Use of Town Equipment. Nothing in this Agreement or the Use Agreement shall prevent, prohibit, or impede the Town, in its sole discretion and authority, from using the Town Equipment at the Equipment Location for governmental purposes, accessing Town Equipment in performing maintenance or repair activities or from offering use of the Town Equipment to third parties ("Third Party Users") after Company's receipt of the Reimbursement.

Section 18. Maintenance of Town Equipment. The Town shall maintain and repair Town Equipment after Acceptance of the Town Equipment pursuant to Section 10. Company will not be obligated to provide or perform any maintenance services for the Town or for any Third Party Users with respect to Town Equipment.

Section 19. Notification. Each Party shall provide to the other party notice of 48 hours in advance of performing routine preventative maintenance activities relating to the Network Equipment or Town Equipment. Such notification shall include, to the extent practicable, the nature and duration of the planned activity, and shall be to the representative identified in Section 24. A telephone call followed by an email shall constitute acceptable notification under this Section 16. If any such work is performed, either Party has a right to have an inspector on site during such work.

Section 20. Repair of Damages to Town Equipment. Company shall be responsible for all damage to Town Equipment or to any fiber optic cable owned by the Town or leased to a Third Party User arising out of or resulting from: (a) its Network Equipment; (b) its use, operation, or maintenance of its Network Equipment; (c) work performed by Company within the Public Right-of-Way or Equipment Location in connection with its use, operation or maintenance of its Network Equipment. Company shall repair all damage caused by Company or its contractors to Town Equipment within thirty (30) days after such damage occurs, and make such repairs in accordance with the direction of the Town. If Company does not repair the damage as just described, then the Town shall have the option, upon fifteen (15) days' prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company, and to charge Company for the actual costs incurred by the Town. If such damage poses a threat to the health, safety or welfare of the public, or such damage necessitates immediate repairs to prevent, mitigate, or remedy injury to persons or damage to property, or because the Town equipment or fiber optic cable has been cut or severed, which such repairs cannot be timely performed by Company, then the Town may conduct, or cause to be performed such emergency repairs immediately on behalf of Company, giving notice to Company as soon as practicable, and to charge Company for the reasonable actual costs incurred by the Town. Upon the receipt of a demand for payment by the Town, Company shall promptly reimburse the Town for such costs.

Section 21. Repair of Damages to Network Equipment. The Town agrees to promptly repair all damage to Company's Network Equipment arising out of resulting from: (a) negligent work performed by the Town or its contractors in the Public Right-of-Way or Equipment Location in connection with the use, operation or maintenance of Town Equipment or fiber optic cable owned by the Town; (b) negligent work performed by a Third Party User or its contractor in the Public Right-of-Way or Equipment location in connection with its authorized or approved use, operation or maintenance of Town Equipment or fiber optic cable owned by the Town; (c) Town Equipment; (d) the Town's negligent use, operation or maintenance of Town Equipment. In the event of an emergency that necessitates immediate repairs to Network Equipment to maintain or restore proper functioning of Company's Network Equipment, Company or the Town may conduct such emergency repairs immediately, giving notice to the other party as soon as practicable. For purposes of this Section 16, emergency repairs shall mean repairs required because Company-owned fiber optic cable has been cut or severed, which such repairs cannot be timely performed

by the Town. If Company conducts emergency work authorized under this Section, the Town shall reimburse Company for reasonable costs, fees or expenses related to such emergency repairs.

Section 22. Non-Liability. Company acknowledges that the Town's review and approval of the plans for the Network Equipment is done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to Company or third parties is assumed by such review approval, or immunity waived, as is more specifically set forth in the Colorado Governmental Immunity Act.

Section 23. Hold Harmless. Company agrees to indemnify, defend and hold the Town harmless from any claims brought by any third party against the Town which are attributable to any act or omission of Company, its employees, agents, contractors, subcontractors, and consultants with respect to: (i) the construction and installation of the Town Equipment at the Equipment Location; and (ii) any activities undertaken pursuant to this Supplemental Site License. This indemnification does not extend to claims of willful misconduct or negligence brought by any third party against the Town which is attributable to any act or omission of the Town.

Section 24. Notice and Communications. All notices, requests, and demands to or upon any party to this Agreement shall be in writing addressed to the person designated below for the Parties at the indicated address, and shall be personally delivered or delivered via certified mail, return receipt requested, postage prepaid, or by overnight courier service. Any party may change the address specified above for the giving of notice hereunder by providing written notice of such changed address to the other party in the same manner as described herein.

Golden: Town of Firestone
Attn: Town Engineer
9950 Park Ave.
Firestone, CO 80504
Phone: 720-652-4222 (Emergency Notice Only)
Email: mwiederspahn@firestoneco.gov (Emergency Notice Only)

Company: NAME
ADDRESS
Phone:
Email:

Section 25. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Supplemental Site License, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

[Signature page follows.]

**TOWN OF FIRESTONE, COLORADO, a
statutory municipality and political subdivision
of the State of Colorado**

By: _____
Town Manager

Attest:

Town Clerk

CONTRACTOR NAME:

By: _____

Exhibit A
(Right-of-way Description)

Attachment 1, Table 1

Attachment 1, Table 2

No Town Equipment to be installed with this agreement.

Attachment 1, Table 3

No Town Equipment to be installed with this agreement.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Discussion/Action

Meeting Date: August 27, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Q&A - Resident Questions & Board Responses

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



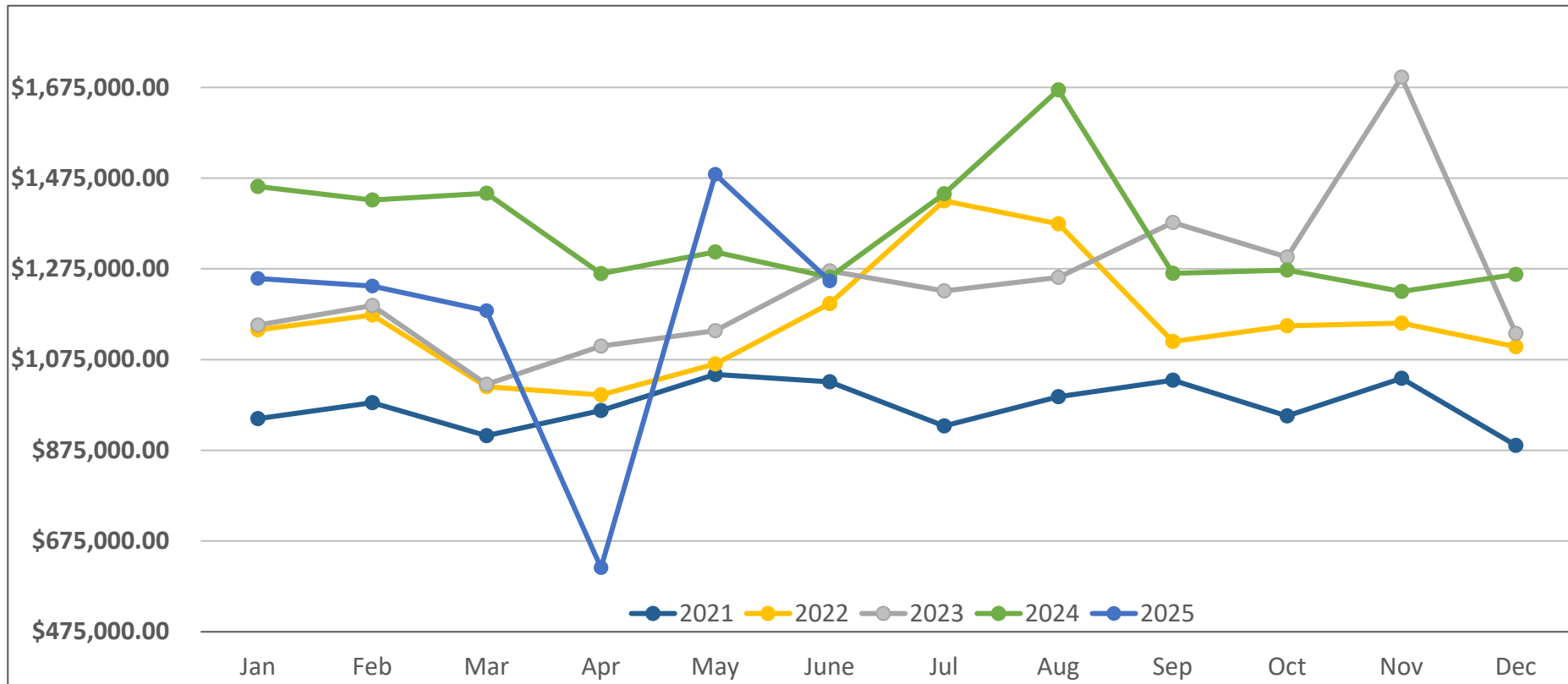
TOWN OF FIRESTONE QUARTERLY FINANCIAL UPDATE

June 30, 2025

Jessica Clanton, Director of Finance

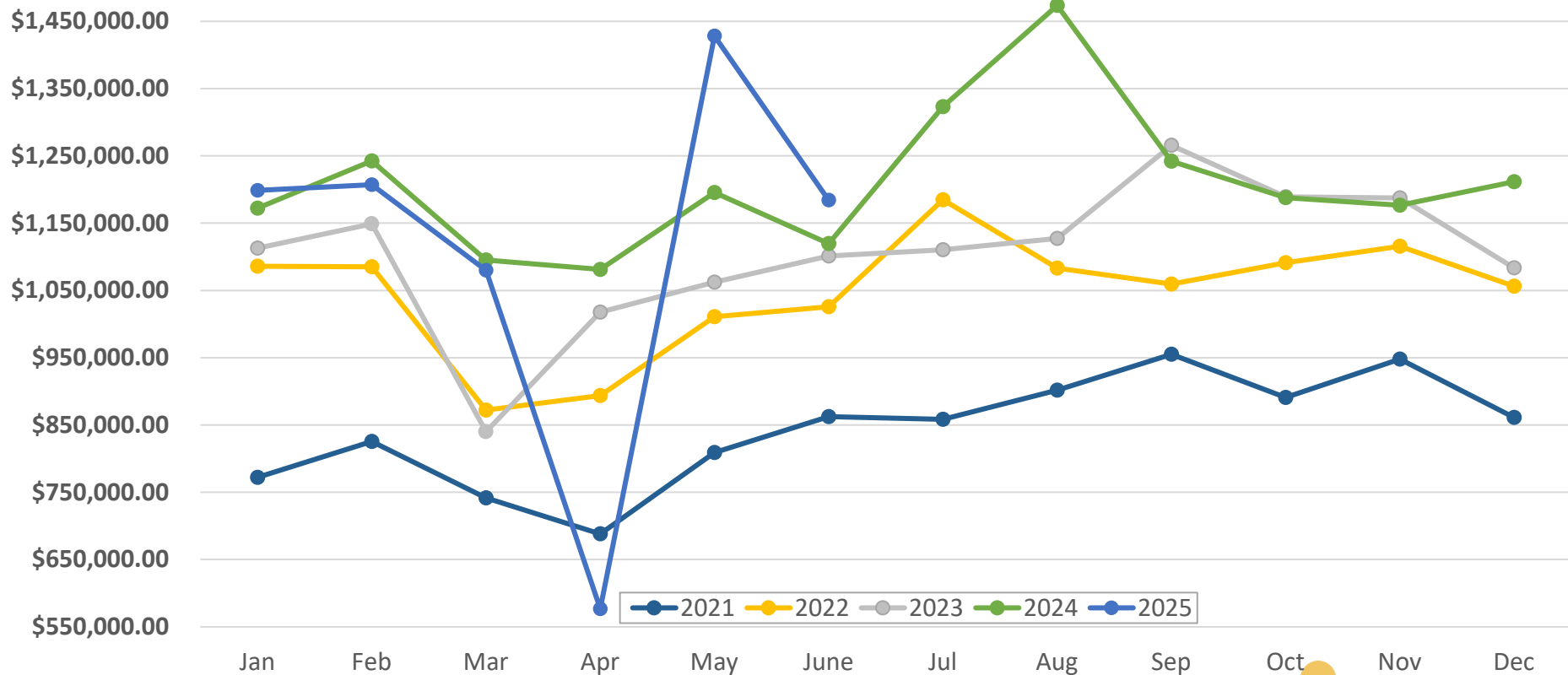
SALES & USE TAX

- Year to date collections \$7,021,971
- Decrease of \$1,136,145 or 14% when compared to the prior year



SALES TAX

- Year to date collections \$6,674,846
- Decrease of \$231,523 or 3% when compared to the prior year



GENERAL FUND REVENUE

	2025 Adopted Budget	Actual as of June 30, 2025	Over/(Under) Projected	Collection Rate	Prior Year Actual as of June 30, 2024	Over/(Under) Prior Year	Percent Difference
Revenues							
Taxes							
Property Taxes	\$ 1,814,024	\$ 1,307,658	\$ (506,366)	72.09%	\$ 2,066,569	\$ (758,911)	-36.72%
Sales Taxes	10,033,622	2,962,021	(7,071,601)	29.52%	3,673,767	(711,746)	-19.37%
Use Tax	2,474,462	269,202	(2,205,260)	10.88%	1,114,576	(845,374)	-75.85%
Other Tax	245,960	93,090	(152,870)	37.85%	101,727	(8,637)	-8.49%
Total Taxes*	14,568,068	4,631,971	(9,936,097)	31.80%	6,956,639	(2,324,668)	-33.42%
Intergovernmental Revenues	1,601,079	519,708	(1,081,371)	32.46%	506,932	12,776	2.52%
Licenses and Permits	3,135,916	1,070,679	(2,065,237)	34.14%	1,322,576	(251,897)	-19.05%
Fines and Forfeitures	162,024	314,409	152,385	194.05%	123,201	191,208	155.20%
Charges for Services & Fees	1,412,206	638,532	(773,674)	45.22%	674,821	(36,289)	-5.38%
Other Revenues	533,687	351,243	(182,444)	65.81%	366,252	(15,009)	-4.10%
Total Revenues	21,412,980	7,526,542	(13,886,438)	35.15%	9,950,421	(2,423,879)	-24.36%
Transfers In/(Out)	2,467,582	-	(2,467,582)	0.00%	-	-	N/A
Total Revenue	\$ 23,880,562	\$ 7,526,542	\$ (16,354,020)	31.52%	\$ 9,950,421	\$ (2,423,879)	-24.36%

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

GENERAL FUND EXPENDITURES

	2025 Adopted Budget	Actual as of June 30, 2025	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of June 30, 2024	Over/(Under) Prior Year	Percent Difference
Legislative	\$ 171,720	\$ 57,242	\$ (114,478)	33.33%	\$ 70,006	\$ (12,764)	-18.23%
Town Manager	1,924,117	2,107,796	183,679	109.55%	1,075,182	1,032,614	96.04%
Town Clerk	265,488	116,510	(148,978)	43.89%	179,822	(63,312)	-35.21%
Marketing and Communications	916,099	402,381	(513,718)	43.92%	352,838	49,543	14.04%
Human Resources	676,862	280,905	(395,957)	41.50%	310,812	(29,907)	-9.62%
Finance	2,069,938	1,039,440	(1,030,498)	50.22%	817,464	221,976	27.15%
Technology	1,168,669	451,115	(717,554)	38.60%	489,983	(38,868)	-7.93%
Planning & Development	1,391,512	662,063	(729,449)	47.58%	581,724	80,339	13.81%
Police	7,396,534	3,139,991	(4,256,543)	42.45%	3,133,125	6,866	0.22%
Water & Community Resources	2,926,756	1,058,729	(1,868,027)	36.17%	1,095,395	(36,666)	-3.35%
Engineering & Utilities	3,316,134	1,408,875	(1,907,259)	42.49%	1,388,858	20,017	1.44%
Economic Development	69,608	68,672	(936)	98.66%	35,174	33,498	95.24%
Total Expenditures	<u>\$ 22,293,437</u>	<u>\$ 10,793,719</u>	<u>\$ (11,499,718)</u>	<u>48.42%</u>	<u>\$ 9,530,383</u>	<u>\$ 1,263,336</u>	<u>13.26%</u>

CAPITAL PROJECTS FUND

	2025 Adopted Budget	Actual as of June 30, 2025	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of June 30, 2024	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	\$ 3,647,750	\$ 883,796	\$ (2,763,954)	24.23%	\$ 1,279,421	\$ (395,625)	-30.92%
Sales Taxes - .6%	2,630,093	672,376	(1,957,717)	25.56%	964,111	(291,735)	-30.26%
Use Tax	737,838	77,924	(659,914)	10.56%	296,081	(218,157)	-73.68%
Impact Fee Revenue	5,691,165	137,978	(5,553,187)	2.42%	1,262,470	(1,124,492)	-89.07%
Cash in Lieu	6,219,397	2,279,230	(3,940,167)	36.65%	1,200,282	1,078,948	89.89%
Miscellaneous Revenues							
Grant Revenue	730,376	113,363	(617,013)	15.52%	-	113,363	N/A
Investment Earnings	405,120	294,214	(110,906)	72.62%	310,240	(16,026)	-5.17%
Total Revenues	20,061,739	4,458,881	(15,602,858)	22.23%	5,312,605	(853,724)	-16.07%
Expenditures							
Capital Improvement Expenditures	9,669,646	1,659,700	(8,009,946)	17.16%	1,550,429	109,271	7.05%
Total Expenditures	9,669,646	1,659,700	(8,009,946)	17.16%	1,550,429	109,271	7.05%
Total Revenues Over/(Under) Expenditures	10,392,093	2,799,181	(7,592,912)	26.94%	3,762,176	(962,995)	-25.60%
Other Financing Sources/Uses	(4,205,288)	(369,969)	3,835,319	N/A	(355,808)	(14,161)	N/A
Revenues Over/(Under) Expenditures	\$ 6,186,805	\$ 2,429,212	\$ (3,757,593)	39.26%	\$ 3,406,368	\$ (977,156)	-28.69%

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

WATER FUND

	2025 Adopted Budget	Actual as of June 30, 2025	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of June 30, 2024	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	\$ 16,459,483	\$ 3,258,429	\$ (13,201,054)	19.80%	\$ 4,083,458	\$ (825,029)	-20.20%
Impact Fee Revenue	145,562	3,120	(142,442)	2.14%	146,810	(143,690)	-97.87%
Native Water Dedication & Credit Fees	11,750,000	3,750,000	(8,000,000)	31.91%	-	3,750,000	N/A
Miscellaneous Revenues							
Investment Earnings	363,382	285,502	(77,880)	78.57%	348,850	(63,348)	-18.16%
Total Water Fund Revenues	28,718,427	7,297,051	(21,421,376)	25.41%	4,579,118	2,717,933	59.35%
Expenditures							
Operating Expenditures	9,851,394	3,350,921	(6,500,473)	34.01%	3,201,674	149,247	4.66%
Capital Improvement Expenditures	14,695,976	2,396,125	(12,299,851)	16.30%	2,225,906	170,219	7.65%
Total Expenditures	24,547,370	5,747,046	(18,800,324)	50.32%	5,427,580	319,466	5.89%
Other Financing Uses	2,958,450	936,775	(2,021,675)	31.66%	799,483	137,292	17.17%
Total Water Fund Expenditures	27,505,820	6,683,821	(20,821,999)	24.30%	6,227,063	456,758	7.34%
Revenues Over/(Under) Expenditures	\$ 1,212,607	\$ 613,230	\$ (599,377)	50.57%	\$ (1,647,945)	\$ 2,261,175	N/A

STORMWATER FUND

	2025 Adopted Budget	Actual as of June 30, 2025	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of June 30, 2024	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Stormwater Charges	\$ 751,516	\$ 380,031	\$ (371,485)	50.57%	\$ 353,992	\$ 26,039	7.36%
Impact Fee Revenue	794,341	398,585	(395,756)	50.18%	21	398,564	1897923.81%
Miscellaneous Revenues							
Investment Earnings	53,143	38,377	(14,766)	72.21%	26,985	11,392	42.22%
Total Revenues	1,599,000	816,993	(782,007)	51.09%	380,998	435,995	114.43%
Expenditures							
Stormwater Collection	1,215,010	430,080	(784,930)	35.40%	326,042	104,038	31.91%
Capital Improvement Expenditures	422,018	-	(422,018)	0.00%	53,936	(53,936)	-100.00%
Total Expenditures	1,637,028	430,080	(1,206,948)	26.27%	379,978	50,102	13.19%
Revenues Over/(Under) Expenditures	\$ (38,028)	\$ 386,913	\$ 424,941	N/A	\$ 1,020	\$ 385,893	37832.65%

CAPITAL IMPROVEMENT PROJECTS

Project Description	2025 Adopted Budget	YTD Expenditures	Amount Remaining	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	5-Year Total	Funding Source
Historic Firestone Street Replacement	\$ 1,140,243	\$ 341,188	\$ 799,055	\$ 1,375,000	\$ 1,400,000	\$ 1,425,000	\$ 1,425,000	\$ 6,765,243	1% Sales Tax
Pavement Maintenance	1,757,171	-	1,757,171	1,500,000	1,500,000	1,500,000	1,500,000	7,757,171	1% Sales Tax
Dust Control	150,000	115,108	34,892	130,000	130,000	130,000	130,000	670,000	1% Sales Tax
Street and Crosswalk Striping	75,000	-	75,000	100,000	150,000	150,000	150,000	625,000	1% Sales Tax
Street Signs Program	35,000	19,964	15,036	40,000	45,000	50,000	55,000	225,000	1% Sales Tax
Police and Muni Reconfiguration	104,406	-	104,406	18,000	186,630	-	-	309,036	.6% Sales Tax
Traffic Signal Upgrade	215,000	84,583	130,417	230,000	255,000	280,000	280,000	1,260,000	1% Sales Tax
Neighbor's Point Traffic Calming	780,000	13,589	766,411	-	-	-	-	780,000	Metro District/Trans. Impact Fees
WC Road 26 Bridge	1,194,448	67,582	1,126,866	825,000	-	-	-	2,019,448	Grant/1% Sales Tax
Denmore Reimbursement	143,750	-	143,750	-	1,500,000	2,100,000	-	3,743,750	Transportation Impact Fees
Sports Complex Improvements	800,000	-	800,000	-	-	-	-	800,000	Park Impact Fees
Mountain Shadows Park	115,000	-	115,000	400,000	-	-	-	515,000	Park Impact Fees
BoT Interface	55,445	-	55,445	-	-	-	-	55,445	.6% Sales Tax
Project NOLA-High Definition	71,000	-	71,000	-	-	-	-	71,000	1% Sales Tax
Central Park Feasibility	40,415	7,500	32,915	-	-	-	-	40,415	Park Impact Fees
WC Rd 20 Coal Ridge Ditch	1,974,938	313,626	1,661,312	-	-	-	-	1,974,938	BFURA
WC Rd 20 Coal Ridge Ditch	200,000	634,335	(434,335)	-	-	-	-	200,000	Grant
Colo Blvd and Pine Cone	258,000	-	258,000	-	-	-	-	258,000	Transportation Impact Fees
CIP - Ped. Bridge Feasibility	21,330	20,256	1,074	-	-	-	-	21,330	Park Impact Feed
ADA Ramps	50,000	-	50,000	-	-	-	-	50,000	CDBG Grant/1% Sales Tax/SFURA
Park Irrigation Tap Increase	88,500	41,968	46,532	70,800	35,400	-	-	194,700	1% Sales Tax
Prairie Ridge Park Play	400,000	-	400,000	-	-	-	-	400,000	1% Sales Tax
Total	\$ 9,669,646	\$ 1,659,699	\$ 8,009,947	\$ 4,688,800	\$ 5,202,030	\$ 5,635,000	\$ 3,540,000	\$ 28,735,476	
CONSERVATION TRUST FUND									
Sports Complex Improvements	\$ 12,945	\$ -	\$ 12,945	\$ -	\$ -	\$ -	\$ -	\$ 12,945	CTF
Settlers Park Improvements	25,000	-	25,000	-	-	-	-	25,000	CTF
Firestone Trail Improvements	6,234	3,339	2,895	-	-	-	-	6,234	CTF
Total	\$ 44,179	\$ 3,339	\$ 40,840	\$ -	\$ -	\$ -	\$ -	\$ 44,179	
NORTHERN FIRESTONE URBAN RENEWAL AUTHORITY									
I25 & Firestone BLVD	\$ 1,901,480	\$ 14,322	\$ 1,887,158	\$ -	\$ -	\$ -	\$ -	\$ 1,901,480	Property Tax Increment
Total	\$ 1,901,480	\$ 14,322	\$ 1,887,158	\$ -	\$ -	\$ -	\$ -	\$ 1,901,480	



CAPITAL IMPROVEMENT PROJECTS

Project Description	2025 Adopted Budget	YTD Expenditures	Amount Remaining	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	5-Year Total	Funding Source
Water Rights	\$ -	\$ 737,618	\$ (737,618)	\$ -	\$ -	\$ -	\$ -	\$ -	WF
Mtn Shadows Park Conversion	-	-	-	-	-	-	-	-	WF
NISP Participation	1,300,000	1,075,846	224,154	3,759,000	3,759,000	3,759,000	3,759,000	16,336,000	WF
Historic Firestone Water Line	1,241,455	341,188	900,267	1,225,000	1,250,000	1,275,000	1,275,000	6,266,455	WF
St. Vrain WTP Blend Pipeline - Phase 1	524,750	1,119	523,631	411,750	5,598,500	5,598,500	-	12,133,500	WF
SCADA Upgrade	306,821	-	306,821	100,000	100,000	100,000	100,000	706,821	WF
Firestone Reservoir #2	4,135,500	-	4,135,500	3,588,000	3,588,000	-	-	11,311,500	WF
Water Master Plan	175,899	41,726	134,174	-	-	-	-	175,899	WF
Alluvial Well Field #2	409,116	-	409,116	4,714,000	7,429,000	-	-	12,552,116	WF/Water Enterprise Bond
Coal Ridge Ditch Lateral Supply Pipeline	2,110,817	38,790	2,072,027	5,016,000	1,672,000	-	-	8,798,817	WF/Water Enterprise Bond
NISP Transfer Pipeline	152,000	-	152,000	1,000,000	422,000	422,000	422,000	2,418,000	WF
CWCWD Flow Control/Meter	1,925,665	90,505	1,835,160	1,718,750	-	-	-	3,644,415	WF/Water Enterprise Bond
St. Vrain WTP Expansion	634,500	54,384	580,116	634,500	5,075,500	5,075,500	5,075,500	16,495,500	WF/Water Enterprise Bond
Goddard Ditch Conversion	108,820	-	108,820	632,600	-	-	-	741,420	WF
FAST Recharge Trench Pipeline	67,500	-	67,500	789,750	-	-	-	857,250	WF
Tank 2 Distr. Pipeline	687,500	-	687,500	1,500,000	5,797,000	5,797,000	5,797,000	19,578,500	WF/Water Enterprise Bond
Water Tank 2	375,000	-	375,000	375,000	4,500,000	4,500,000	-	9,750,000	WF
Managed Groundwater	540,633	3,303	537,330	506,250	-	-	-	1,046,883	Impact Fees
Total	\$ 14,695,976	\$ 2,384,480	\$ 12,311,496	\$ 25,970,600	\$ 39,191,000	\$ 26,527,000	\$ 16,428,500	\$ 122,813,076	
Stormwater Fee Study	60,000	-	60,000	-	-	-	-	60,000	SWF
Drainage Master Plan	57,018	-	57,018	-	-	-	-	57,018	Impact Fees
Stormwater Ditch Maintenance	100,000	-	100,000	50,000	50,000	50,000	50,000	300,000	SWF
Colo BLVD Drainage Crossing	155,000	-	155,000	-	-	-	-	155,000	SWF
Frontier Street Drainage	50,000	-	50,000	-	-	-	-	-	SWF
Total	\$ 422,018	\$ -	\$ 422,018	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 572,018	
TOWN-WIDE TOTAL	\$ 26,733,299	\$ 4,061,840	\$ 22,671,459	\$ 30,709,400	\$ 44,443,030	\$ 32,212,000	\$ 20,018,500	\$ 154,066,229	

