



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

October 8, 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 September 24, 2025, Board of Trustees Regular Meeting Minutes
 - b. **Resolution 25-98:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7D AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7D SUBDIVISION
 - c. **Resolution 25-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NEW COAL RIDGE DITCH COMPANY
6. **Proclamation**
 - a. Community Planning Month Proclamation

* 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.

- b. Chamber of Commerce Day Proclamation

7. Discussion/Action

- a. **Resolution 25-103** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CIVIL RESOURCES, LLC PERTAINING TO THE TOWN OF FIRESTONE RESERVOIR NO. 2 PROJECT
- b. **Resolution 25-104** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY MOUNTAIN, INC. PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT
- c. **Resolution 25-105**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SEH, INC. PERTAINING TO THE TOWN OF FIRESTONE ST. VRAIN RIVER PEDESTRIAN BRIDGE PROJECT
- d. **Resolution 25-107**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE 2025-2055 WATER ACTION PLAN UPDATE
- e. **Resolution 25-109**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK, LLP PERTAINING TO THE TOWN OF FIRESTONE P3 PROJECT
- f. Town of Firestone Potable Water Master Plan and Water Tank and Distribution Line Discussion
- g. CIP Budget and All Other Funds Discussion

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

9. Reports

- a. Staff

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

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- b. Mayor
- c. Trustees

10. Executive Session

- a. An executive session pursuant to C.R.S. Section 24-6-402 (4) (b) and C.R.S. Section 24-6-402(4)(e)(I), to receive legal advice from Special Counsel and Town counsel on pending litigation regarding Central Weld County Water District services as well as to determine positions, develop strategy, and to instruct negotiators accordingly.
- b. An executive session pursuant to C.R.S. Section 24-6-402(4)(b) and C.R.S. Section 24-6-402(4)(e)(I) to receive legal advice related to the St. Vrain Water Authority establishing contract and to determine positions, develop strategy, and to instruct negotiators accordingly.
- c. An executive session pursuant to C.R.S. 24-6-402 (4) (b) to receive legal advice relating to the laws governing interim appointments and the search for a new town manager.

11. Adjournment

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

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: October 8, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of September 24, 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. September 24, 2025 Board of Trustees Meeting



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
September 24, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on September 24, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 pm.

The following were present upon the call of the roll:

Mayor: Don Conyac, Jr.

Mayor Pro-tem: Frank A. Jimenez

Trustees: Ray Byrd
Matt Holcomb
Lorna Morton
Sean Doherty- Late arrival at 6:03 p.m.

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

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

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

Jessica Hollenback, a Firestone resident, provided public comment regarding sidewalk and trail safety improvements.

Sandra Moore, a Firestone resident, provided public comment regarding the Firestone Development Code and the Downtown Development Authority.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

a. Approval of the September 10, 2025 Board of Trustees Regular Meeting Minutes

- b. **Resolution 25-99:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AN ACCESS AND UTILITY EASEMENT FROM ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J PERTAINING TO THE BAREFOOT LAKES FILING 7A SUBDIVISION.
- c. **Resolution 25-100:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE DENMORE FILING 1 SUBDIVISION AGREEMENT
- d. **Resolution 25-101:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS
- e. Appointment of Brenda Fox to the Parks, Trails, Recreation, and Open Space Commission
- f. Appointment of Gene Hoskins to the Planning Commission

6. Presentation

- a. Water Action Plan Update

7. Land Development

- a. **PUBLIC HEARING: Resolution 25-102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE BAREFOOT LAKES, FILING 7D PRELIMINARY SUBDIVISION PLAT

Mayor Conyac opened the public hearing for Resolution 25-102 at 7:27 p.m.

Matthew Thompson, Senior Planner, presented to the Board of Trustees.

Anastasia Urban, with Barefoot Lakes, presented to the Board of Trustees.

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

Matthew Thompson, Senior Planner, responded to the board's questions regarding the proposed resolution.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **PUBLIC HEARING: Resolution 25-102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE BAREFOOT LAKES, FILING 7D PRELIMINARY SUBDIVISION PLAT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. **PUBLIC HEARING: ORDINANCE 1066**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION TO AMEND THE DEL CAMINO JUNCTION BUSINESS PARK PUD

Mayor Conyac opened the public hearing for Ordinance 1066 at 7:42 pm.

Pam Howard, Planning Manager, presented to the Board of Trustees.

Dustin Carr and Leanne Vielehr, the applicants, presented to the Board of Trustees.

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

Pam Howard, Planning Manager, responded to the board's questions regarding the proposed resolution.

Motion by Trustee Doherty, **second** by Trustee Byrd, to Approve **PUBLIC HEARING: ORDINANCE 1066**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION TO AMEND THE DEL CAMINO JUNCTION BUSINESS PARK PUD

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

8. Discussion/Action

- a. Water Fund & Storm Water Budget Discussion

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

Becky Duckworth, a Firestone resident, provided public comment regarding the live streaming of the Board of Trustees meetings.

10. Reports

- a. Staff

- b. Mayor

Mayor Conyac reported on his meetings with residents.

- c. Trustees

Trustee Doherty reported his absence from the October 8, 2025, meeting.

Trustee Morton reported on the PTROC appointment and priorities list.

11. Adjournment

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

Introduced and Approved the _____ Day of _____, 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: October 8, 2025

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

Resolution 25-98: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7D AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7D SUBDIVISION

RECOMMENDATION

Town staff recommends that the Board of Trustees approve Resolution No. 25-98, a resolution approving the Barefoot Lakes Filing 7D Final Plat, with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
- (b) The Final Construction Documents, Final Drainage Study, Final Utility Study, and Final Traffic Study shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town's Standards and Specifications.
- (c) Before Applicant begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Applicant shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town's Standards and Specifications.
- (d) Prior to the initial acceptance of all public improvements, Applicant shall provide to the Town record drawings or "as-builts" and proof of LTWD's acceptance of all water lines.
- (e) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees

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

Barefoot Lakes, Filing 7D, Preliminary Plat proposing 111 lots, consisting of 51 single-family detached residential lots, 60 single-family attached residential lots for townhomes, and six tracts on 18.296 acres.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution No. 25-102, a resolution approving the Barefoot Lakes Filing 7D Preliminary Plat, on September 24, 2025.

The area where Barefoot Lakes Filing 7D is located was approved as part of the larger Barefoot Lakes Filing 7A Final Plat. The Board of Trustees approved Barefoot Lakes Filing 7A with Resolution No. 24-68 on July 10, 2024.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-98 Barefoot Lakes F7D
2. Barefoot Lakes F7D Final Plat
3. Draft Subdivision Agreement

RESOLUTION NO. 25-98

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

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

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 25-98 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code.

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

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

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

Section 2. The Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 7D, 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) The Final Construction Documents, Final Drainage Study, Final Utility Study, and Final Traffic Study shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town’s Standards and Specifications.
- (c) Before Applicant begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Applicant shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town’s Standards and Specifications.

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

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

Section 4. The dedication of all easements and all other places designated for public use as shown upon the final plat Barefoot Lakes Filing No. 7D is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

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

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

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7D final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 7D
Final Plat

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

SHEET INDEX		
SHEET 1	—	DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION GENERAL NOTES, SUBDIVISION DATA AND LINE/CURVE TABLES
SHEET 2	—	OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 3-6	—	TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS

CERTIFICATION OF OWNERSHIP AND DEDICATION

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

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

TRACT Q, BAREFOOT LAKES FILING 7B, RECEPTION NO. _____, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 18.240 ACRES, (794,549 SQUARE FEET), MORE OR LESS.

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

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

OWNER:

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

BY: _____

NAME: _____

TITLE: _____

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

STATE OF COLORADO }
COUNTY OF _____ } SS.

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

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

BY: _____

NAME: _____

TITLE: _____

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

STATE OF COLORADO }
COUNTY OF _____ } SS.

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

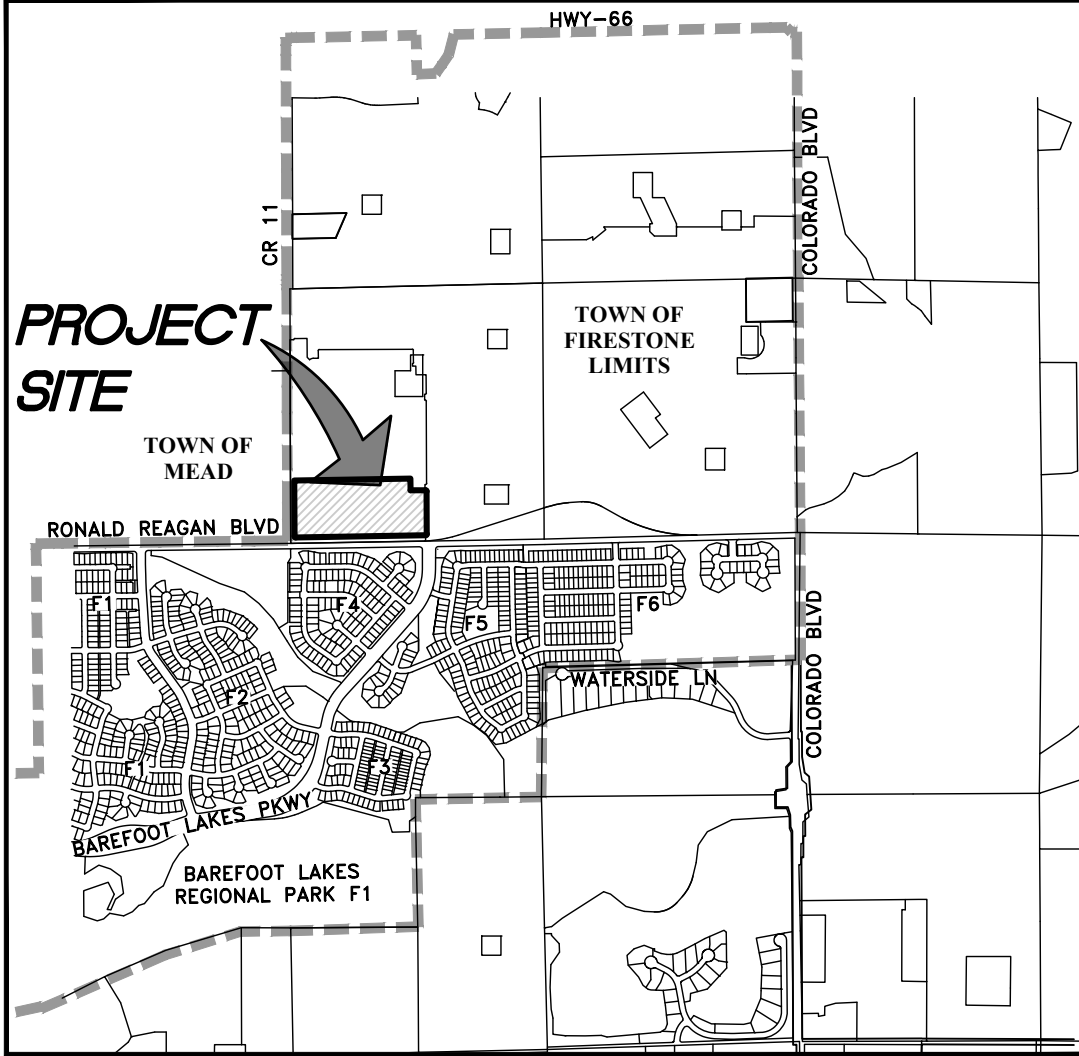
BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

FINAL PLAT
BAREFOOT LAKES FILING NO. 7D
A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH
PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES – 111 RESIDENTIAL LOTS – 6 TRACTS

SHEET 1 OF 6
PROJECT NO. FP-25-006



VICINITY MAP
SCALE: 1" = 2000'

OWNER:

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

DEVELOPER:

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

ENGINEER:

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

SURVEYOR:

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

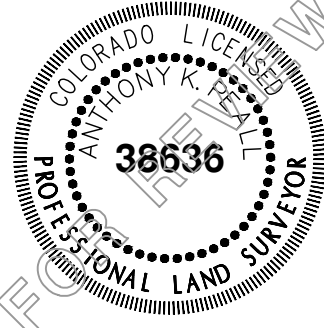
GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°12'43" WEST, 2,654.50 FEET AND MONUMENTED AS SHOWN HEREON.
- TITLE COMMITMENT:** _____ ORDER NUMBER _____, DATED ____/____/____ AT ____:____ M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- FLOODPLAIN:** BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1880E, WITH A REVISED DATE OF JANUARY 20, 2016.
- THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DRAINAGE CHANNELS, DETENTION PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT.
- THE OWNER(S) OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(S), OR OUTLOT(S) FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
- ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.
- OWNER HEREBY DEDICATES TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS FOR ACTIVE AND PASSIVE RECREATIONAL USES AT ANY TIME AND FROM TIME TO TIME, SUBJECT HOWEVER TO REASONABLE RULES AND REGULATIONS ADOPTED BY THE OWNER(S) OF SUCH TRACT(S).
- A PERPETUAL EASEMENT OVER, THROUGH, AND ACROSS AREAS WITHIN TRACTS A, B AND C, INCLUSIVE, AS SHOWN HEREON, IS DEDICATED AND GRANTED TO THE TOWN FOR DRAINAGE PURPOSES. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ARE FOR ACCESS, MAINTENANCE, AND EMERGENCY REPAIR PURPOSES ONLY. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS LOCATED THEREIN NOR RELIEVE THE OWNER OF LOT/TRACT/BLOCK ETC OF ITS OBLIGATION AND PRIMARY RESPONSIBILITY TO MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION.
- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE SUBDIVISION DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HERewith IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO. THE SUBDIVISION DEVELOPMENT AGREEMENT PROVIDES THAT BAREFOOT LLC SHALL FURNISH TO THE TOWN AN IMPROVEMENT GUARANTEE IN THE FORM OF A LETTER OF CREDIT FOR ALL PUBLIC IMPROVEMENTS AND COMMON FACILITIES FOR THE BAREFOOT LAKES FILING 7A FINAL PLAT. THE TOWN WILL NOT ISSUE INITIAL ACCEPTANCE OF, NOR RELEASE ANY SUCH IMPROVEMENT GUARANTEE FOR, ANY COMMON FACILITIES UNLESS AND UNTIL BAREFOOT LLC HAS FURNISHED TO THE TOWN: (A) PROOF OF CONVEYANCE OF BAREFOOT LLC'S OWNERSHIP INTEREST IN AND TRACTS A-F TO THE ST. VRAIN LAKES METRO DISTRICT; OR (B) SUCH OTHER DOCUMENTATION ACCEPTABLE TO THE TOWN INDICATING THAT FEE SIMPLE TITLE TO TRACTS A-F IS HELD BY THE ST. VRAIN LAKES METRO DISTRICT. UPON ACCEPTANCE BY THE TOWN OF FIRESTONE, THE ABOVE-STATED PLAT RESTRICTION SHALL BE REMOVED.

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	18.240 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	6.086 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	51
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	60
TOTAL NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	111
NUMBER OF SUPER BLOCKS	0
NUMBER OF TRACTS	6
AREA OF ROW	3.596 ACRES
AREA OF TRACTS	4.983 ACRES
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	9.661 ACRES
AREA OF SUPER BLOCKS	0 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	11.489 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	1,530 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	6,729 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	4,129 SQUARE FEET

SURVEYING CERTIFICATE:

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



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

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS' RULE 1.6.9.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN APPROVAL

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

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

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS _____ DAY OF _____, 20____, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES. A PORTION OF THE EXISTING 30' DRAINAGE EASEMENT IS HEREBY VACATED AS SHOWN HEREON.

TOWN OF FIRESTONE, COLORADO

BY _____ MAYOR

TOWN CLERK

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/09/10

COVER PAGE ~ SHEET 1 of 6

 AzTec Proj. No.: 54824-10 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BAREFOOT LLC		DATE OF PREPARATION:	2024-05-30
	6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		SCALE:	N/A
	Drawn By: GLW		SHEET 1 OF 6	

PRELIMINARY PLAT

BAREFOOT LAKES FILING NO. 7D

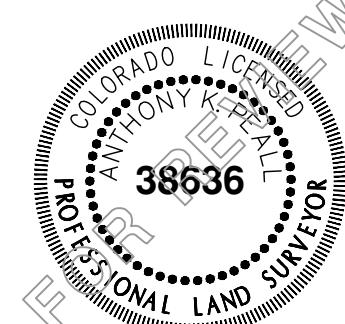
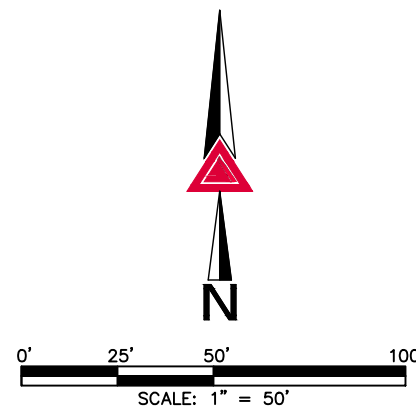
A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 2 OF 6
PROJECT NO. PP-24-033

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°47'17"E	15.00'
L2	N57°25'22"E	12.60'
L3	N57°25'22"E	12.60'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	57°38'05"	12.00'	12.07'
C2	90°00'00"	32.00'	50.27'
C3	22°12'25"	145.00'	56.20'
C4	90°00'01"	5.00'	7.85'
C5	89°59'59"	10.00'	15.71'
C6	90°00'00"	10.00'	15.71'
C7	90°00'00"	5.00'	7.85'
C8	90°00'00"	5.00'	7.85'
C9	89°59'59"	5.00'	7.85'
C10	90°00'02"	5.00'	7.85'
C11	90°00'00"	5.00'	7.85'
C12	90°00'00"	5.00'	7.85'
C13	90°00'00"	5.00'	7.85'
C14	90°00'00"	10.00'	15.71'
C15	90°00'00"	10.00'	15.71'
C16	57°38'05"	38.00'	38.22'

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



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/09/10

LOT DETAIL PAGE ~ SHEET 2 of 6



AzTec Proj. No.: 54824-10

Drawn By: GLW

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

DATE OF PREPARATION:	2024-05-30
SCALE:	1" = 50'
SHEET 2 OF 6	

W 1/4 CORNER SEC. 25
FOUND NO. 6 REBAR WITH
2-1/2" ALUMINUM CAP
STAMPED "LS 20273 1096"

N00°12'43"W 2654.50'
WEST LINE OF THE SW 1/4 OF SEC. 25
(60' WIDE PUBLIC ROW)
(BASIS OF BEARINGS)
N00°12'43"W 582.37'
600X86 PAGE 23

Δ=90°48'44"
R=12.00'
L=19.02'

SW CORNER SEC. 25
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP STAMPED "PLS 18482"

MONUMENT SYMBOL LEGEND	
	FOUND SECTION CORNER AS SHOWN HEREON
	SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
	FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

ARISTA AVENUE
(60' WIDE PUBLIC ROW)
REC. NO. _____

ARISTA AVENUE
(60' WIDE PUBLIC ROW)
REC. NO. _____

BLUESTEM LN

ROCKERY WAY

GARDEN FOLLY LOOP

TRACT D

GARDEN FOLLY LOOP

HONEYBURST LANE

TRACT F

TRACT A

BAREFOOT PKWY S00°12'43"E 444.35'
(80' WIDE PUBLIC ROW)
REC. NO. _____

TRACT A
BAREFOOT LAKES
FILING NO. 7B
REC. NO. _____

SW 1/4 SEC. 25,
T.3N., R.68W., SIXTH P.M.
N89°02'31"E 1209.60'

75' OIL & GAS
EASEMENT
REC. NO. 4959975

TRACT B
BAREFOOT LAKES
FILING NO. 7B
REC. NO. _____

TRACT C
S67°34'52"W
91.83'

BLUESTEM LN
(60' WIDE PUBLIC ROW)
REC. NO. _____

Δ=90°00'00"
R=12.00'
L=18.85'

Δ=22°12'25"
R=145.00'
L=56.20'

N67°34'52"E
53.11'

N89°47'17"E
64.75'

50' OIL & GAS
EASEMENT
REC. NO. 4974334

10' UTILITY EASEMENT
REC. NO. 5016965

OIL & GAS
EASEMENT
REC. NO. 4959975

S88°58'33"W 1353.52'

RONALD REAGAN BLVD
(115' WIDE PUBLIC ROW)
REC. NO. 5016965

60'
REC. NO. 5016965

REC. NO. 5016965

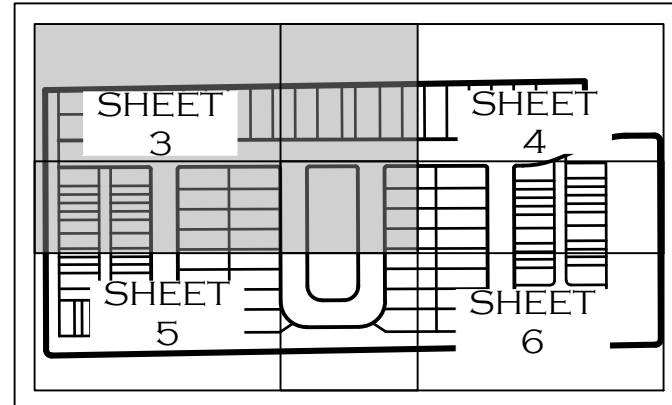
Δ=89°11'16"
R=12.00'
L=18.68'

PRELIMINARY PLAT

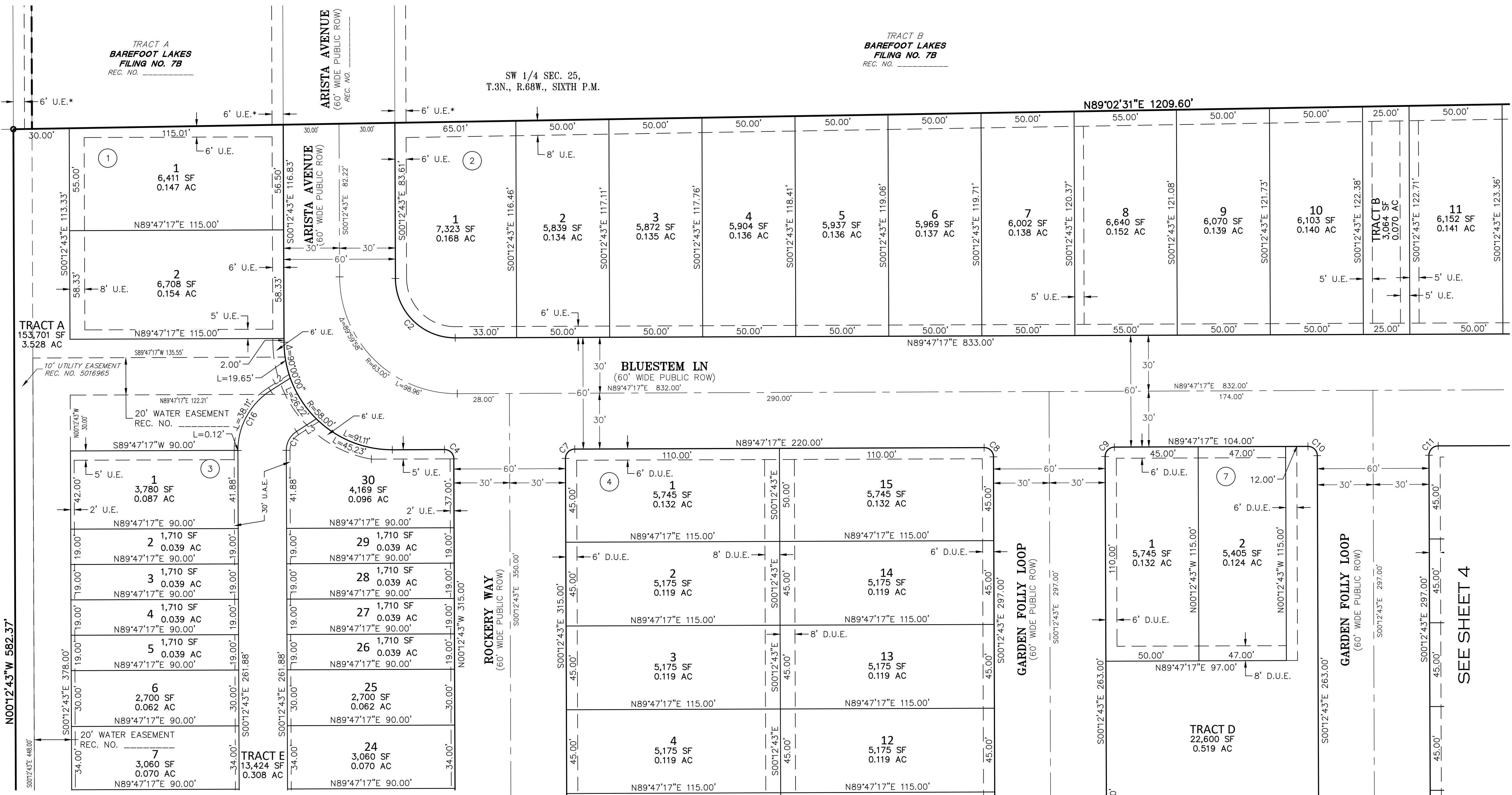
BAREFOOT LAKES FILING NO. 7D

A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 3 OF 6
PROJECT NO. FP-28-006

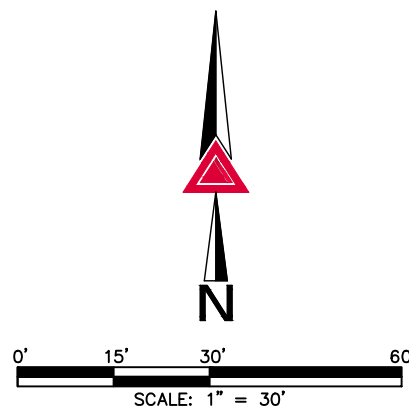


KEY MAP
N.T.S.



SEE SHEET 4

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/09/10

LOT DETAIL PAGE ~ SHEET 3 of 6

MONUMENT SYMBOL LEGEND

- ◆ FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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



AzTec Proj. No.: 54824-10

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-05-30

SCALE: 1" = 30'

SHEET 3 OF 6

PRELIMINARY PLAT

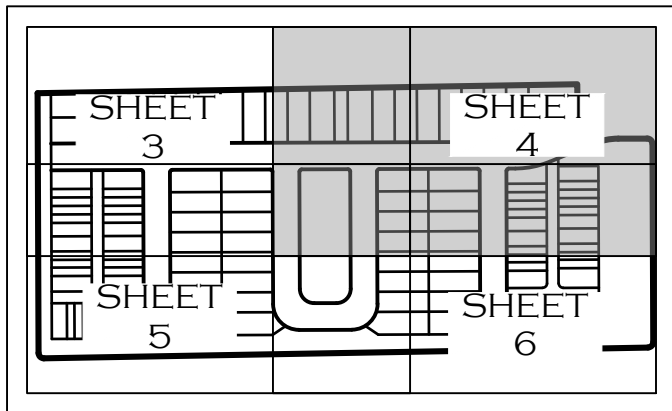
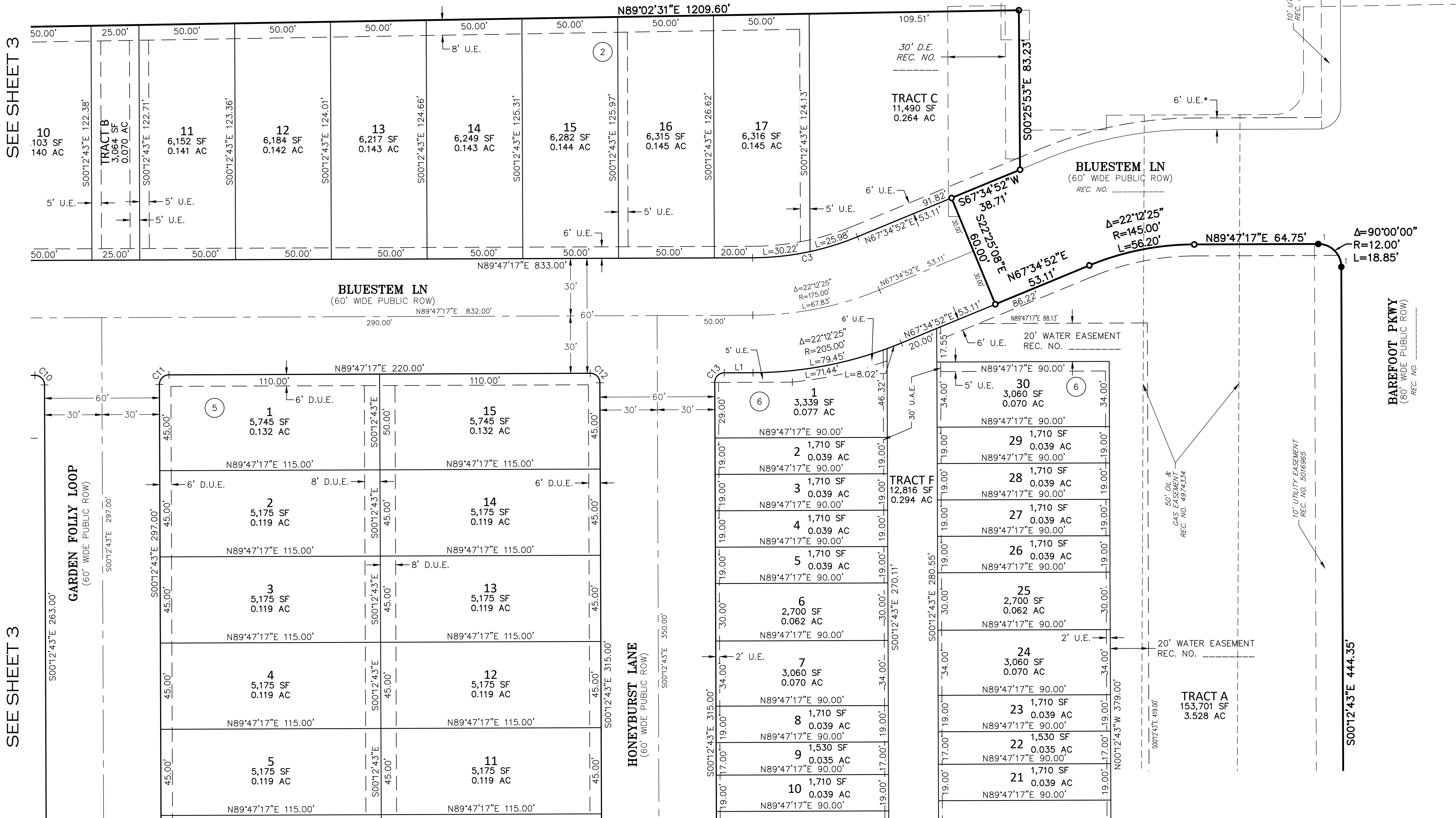
BAREFOOT LAKES FILING NO. 7D

A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 4 OF 6
PROJECT NO. FP-28-006

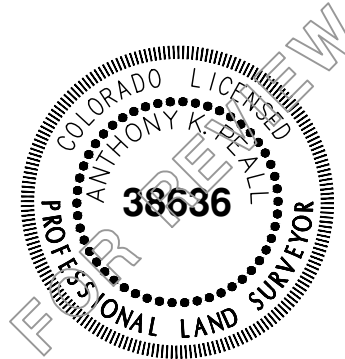
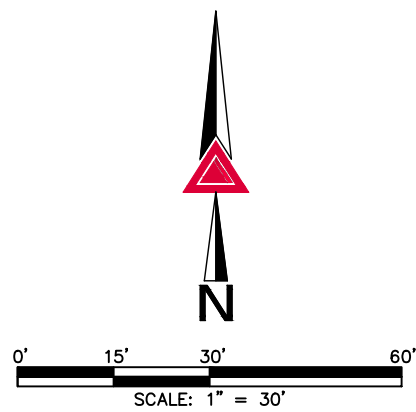
SW 1/4 SEC. 25,
T.3N., R.68W., SIXTH P.M.

TRACT B
BAREFOOT LAKES
FILING NO. 7B
REC. NO. _____



KEY MAP
N.T.S.

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
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Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/09/10

LOT DETAIL PAGE ~ SHEET 4 of 6

MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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



AzTec Proj. No.: 54824-10

Drawn By: GLW

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

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-05-30

SCALE: 1" = 30'

SHEET 4 OF 6

PREINFLAMMATORY PLATELET

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 5 OF 6

PROJECT NO. FP-28-006

SEE SHEET 3

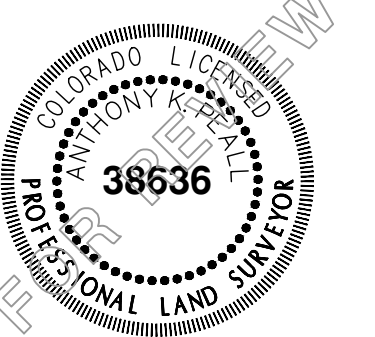


KEY MAP
N.T.S.

FOUND SECTION CORNER AS SHOWN HEREON

- SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

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



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
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Phase Number	N/A
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LOT DETAIL PAGE ~ SHEET 5 of 6

DATE OF PREPARATION:	2024-05-30
----------------------	------------

SCALE: 1" = 30'

SHEET 5 OF 6



300 East Mineral Ave., Suite 1
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www.aztecconsultants.com

AzTec Proj. No.: 54824-10

Drawn By: GLW

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

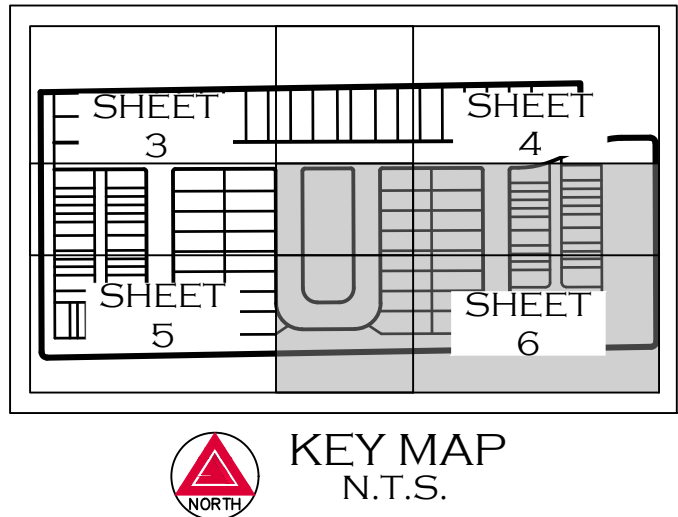
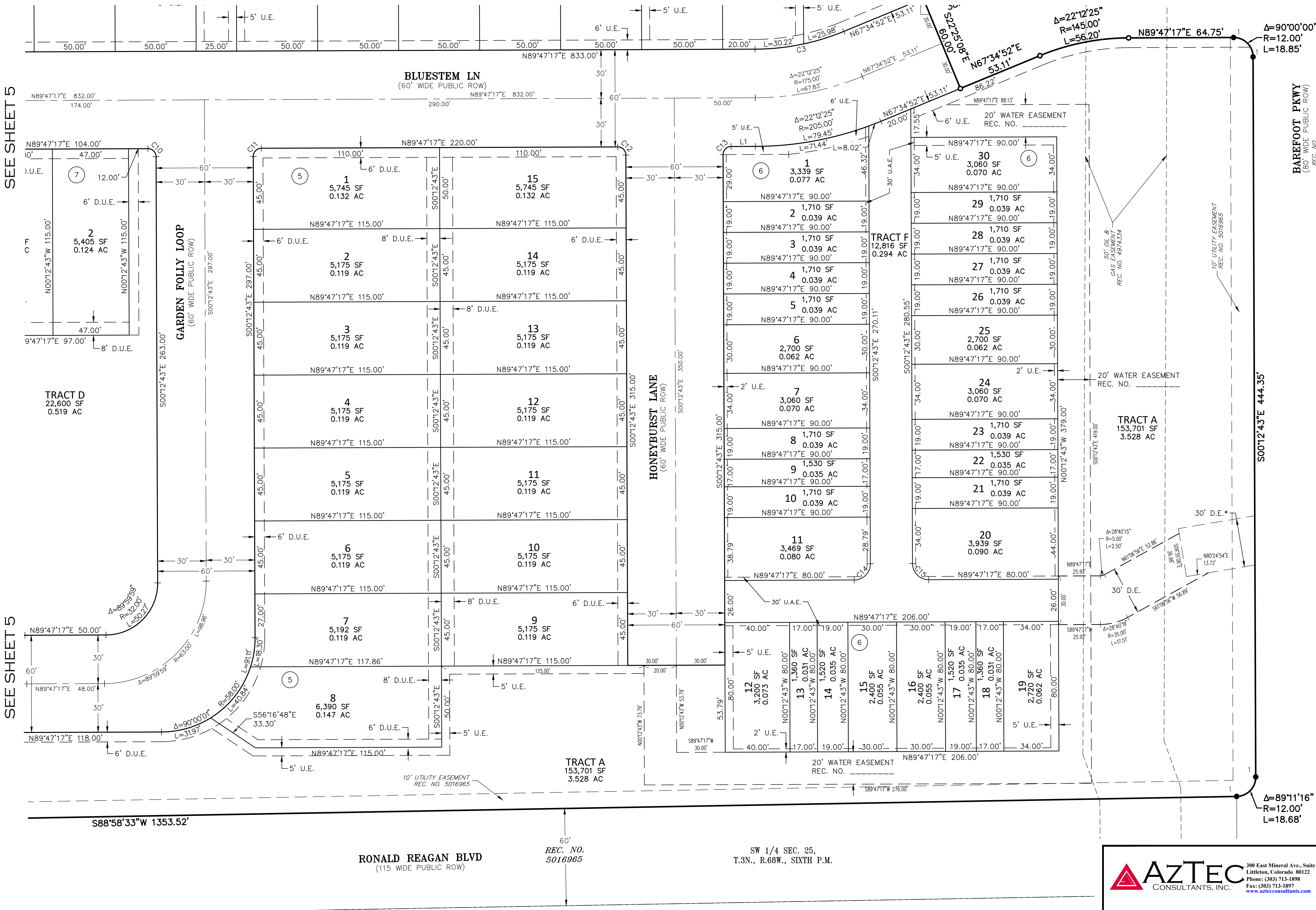
PRELIMINARY PLAT
BAREFOOT LAKES FILING NO. 7D

A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 6 OF 6
PROJECT NO. FP-28-006

SEE SHEET 4

SEE SHEET 4



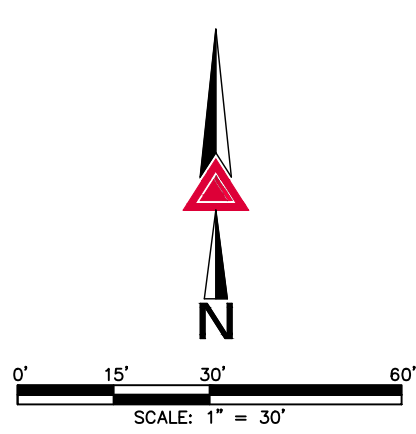
MONUMENT SYMBOL LEGEND

	FOUND SECTION CORNER AS SHOWN HEREON
	SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
	FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/09/10

LOT DETAIL PAGE ~ SHEET 6 of 6

 AzTec Proj. No.: 54824-10 Drawn By: GLW	DEVELOPER BAREFOOT LLC 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604	DATE OF PREPARATION: 2024-05-30 SCALE: 1" = 30'
	SHEET 6 OF 6	

**BAREFOOT LAKES FILING 7D
SUBDIVISION AGREEMENT**

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

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

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

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

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

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

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

I. TOWN ADMINISTRATIVE OFFICIAL

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

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically

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

III. PUBLIC USE DEDICATION

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

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

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

A. Construction Standards

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

B. Engineering and Consulting Services

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

C. Plan Submission and Acceptance

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

D. Public Improvement Permits (“PIP”)

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

E. Licensing of Contractors and/or Subcontractors

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

F. Testing and Inspection

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

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

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

G. Rights-of-way, Easements and Permits

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

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

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

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

H. Street Improvements

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

I. Sidewalk Improvements

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

J. Street Signs, Traffic Signs, and Striping

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

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational prior to Initial Acceptance. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications approved by the Little Thompson Water District.

M. Wastewater Improvements

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

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such

circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.

5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be maintained by the Owner, St. Vrain Lakes Metropolitan District No. 1, maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.
7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

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

P. Utility Coordination and Installation

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

Q. Underdrains

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

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

R. Maintenance Definition

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

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

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

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete “as-built” drawings in a form as defined in Firestone’s current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant “Initial Acceptance,” which shall be subject to “Final Acceptance” as

set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

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

B. Maintenance of Improvements

1. Warranty

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

2. Maintenance of Improvements

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

C. Final Acceptance

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

D. Reimbursement to Firestone

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

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

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

B. Improvement Guarantee

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

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, , storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on the Improvement Guarantee received pursuant to this Agreement.

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

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner

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

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

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

5. **Building Permit Restrictions**

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

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted

or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.

- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:
 - i. The Owner has not transferred title to any portion of the Development.
 - ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.
- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

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

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

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

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

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

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

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

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes,

ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Public Improvements; Filing 7B Public Improvements

All Public Improvements included in the Barefoot Lakes – Filing 7B Street and Storm Construction Documents, prepared by Redland, last revised on 7/18/2025 and approved by the Town on 8/25/2025, shall have received Initial Acceptance from the Town prior to the issuance of the first building permit in this Development (excluding building permits for model homes).

B. Phasing Map (“Exhibit D”)

This Development shall be constructed as a single phase.

C. Dedication of Open Space

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

D. Installation of Parks, Landscaping and Trails

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

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

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

F. Maintenance of Vacant Lots

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

G. Fencing and Screening

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

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction. Before Owner begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Owner shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town’s Standards and

Specifications including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities, and all such work shall be inspected and approved by the Town. Owner shall furnish to the Town record drawings or “as-builts” and proof of LTWD’s acceptance of all water lines prior to Initial Acceptance of all Public Improvements.

I. Impact Fees

1. Impact Fee Rates. The impact fees that will be applied to each platted lot within the Development are those impact fees set forth in Exhibit E of the Annexation Agreement, adjusted for inflation as therein provided. Payment of such fees shall not constitute a waiver of rights to pursue a credit or refund pursuant to Ordinance No. 1033 *An Ordinance of the Board of Trustees of The Town of Firestone, Colorado, Repealing and Reenacting, Chapter 3.20 of the Municipal Code of the Town of Firestone Pertaining to Development Impact Fees and Funds*.
2. New Impact Fees. Nothing in this Agreement shall be construed to limit or estop future legislative actions by the Town and, more specifically, legislatively creating new or different impact fees and imposing those fees upon all development within the Town, including this Development and any future development applications relating to the remainder of the Overall Barefoot Community, so long as such impact fees do not replace or apply to the same category of capital improvements related to the provision of necessary public services for which the impact fees set forth in Exhibit E of the Annexation Agreement would otherwise be utilized.
3. Future Subdivision Agreements. All future subdivision agreements within the Overall Barefoot Community will contain language substantially similar to the language of this Section IX(I). The Parties hereby agree to diligently process, timely review, and efficiently resubmit all current and future plats, subdivision agreements and construction documents within Filing 7 of the Overall Barefoot Community.

J. Disclosure Statements

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

K. Ground Water Dedication

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

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

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

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

If, following Firestone's delivery of written notice of default to Owner and the expiration of the applicable cure period set forth in this Section X.B, Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

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

D. Indemnification and Release of Liability

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

E. Recording Agreement

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

F. Binding Effect of Agreement

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

G. Assignment, Delegation and Notice

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

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:

Town of Firestone
Town Manager

9950 Park Avenue
Firestone, CO 80504

Keith Martin
Widner Juran LLP

13133 E. Arapahoe Rd., Ste. 100
Centennial, CO 80112

Owner:

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

David Wm. Foster; Erik N. Carlson
Foster Graham Milstein & Calisher,
LLP.
360 S Garfield Street, Suite 600
Denver, CO 80209

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

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement

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

K. Approvals

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

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development, except as otherwise expressly set forth herein.

M. Title and Authority

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

N. Severability

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

O. Legal Fees; Venue

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

P. Agreement Status After Final Acceptance

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

Q. Enforceability

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

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

TOWN /FIRESTONE:

TOWN OF FIRESTONE,
a Colorado municipal corporation

By: _____
Name: Don Conyac Jr.
Title: Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Keith Martin, Town Attorney

OWNER:

BAREFOOT LLC,

a Colorado limited liability company

By: _____

Name: _____

Title: _____

and

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by _____ as _____ and _____, as
_____ of Barefoot LLC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – BAREFOOT LAKES FILING 7D FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

Barefoot Lakes Filing 7D Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule



FILING 7D IMPROVEMENTS

Date: 08-27-2025



Filing 7 - Filing 7D Infrastructure

Improvements

A - Erosion Control	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Silt Fence	3,825	LF	\$1.25	\$4,781
Inlet Protection	14	EA	\$90.00	\$1,260
Diversion Ditch	1,323	LF	\$2.20	\$2,911
Sediment Basin	2	EA	\$2,000.00	\$4,000
Stabilized Staging Area	442	SY	\$5.00	\$2,210
Concrete Washout Area	1	EA	\$1,160.00	\$1,160
Surface Roughing	10.08	AC	\$225.00	\$2,268
Temporary Seeding and Mulching	10.08	AC	\$2,000.00	\$20,160
Permanent Seeding and Mulching	3.35	AC	\$1,510.00	\$5,059
Vehicle Tracking Control Pad	2	EA	\$2,300.00	\$4,600
Cutback Curbs	6,760	LF	\$1.00	\$6,760

Erosion Control Total \$55,169

B - Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Connect to Existing Main	2	EA	\$2,700.00	\$5,400
8" SDR-35 PVC	3,572	LF	\$80.00	\$285,760
4" Solid Underdrain - Same Trench	3,572	LF	\$30.00	\$107,160
4" Solid Underdrain	1,759	LF	\$30.00	\$52,770
4" Cleanout Assembly	65	EA	\$550.00	\$35,750
4' Dia. Manhole	21	EA	\$8,000.00	\$168,000

Sanitary Sewer Subtotal \$654,840

C - Water	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Connect to Existing Main	2	EA	\$2,500.00	\$5,000
Fire Hydrant Assembly	8	EA	\$7,000.00	\$56,000
6" CL-52 DIP	141	LF	\$50.00	\$7,050
8" C-900 CL 150	4,470	LF	\$60.00	\$268,200
8" - 11 1/4° Bend w/ Kick Block	2	EA	\$750.00	\$1,500
8" - 22 1/2° Bend w/ Kick Block	5	EA	\$750.00	\$3,750
8" - 45° Bend w/ Kick Block	4	EA	\$750.00	\$3,000
8" - 90° Bend w/ Kick Block	6	EA	\$750.00	\$4,500
8" x 8" Tee Fitting	6	EA	\$750.00	\$4,500
8" x 6" Tee Fitting	8	EA	\$750.00	\$6,000
6" Gate Valve	8	EA	\$2,400.00	\$19,200
8" Gate Valve	33	EA	\$2,600.00	\$85,800
2" Air Vacuum with 4' Dia. MH & Piping	5	EA	\$10,000.00	\$50,000

Water Subtotal \$514,500



FILING 7D IMPROVEMENTS

Date: 08-27-2025



D - Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	188	LF	\$90.00	\$16,920
24" RCP (0-8' depth)	1,103	LF	\$110.00	\$121,330
30" RCP (0-8' depth)	67	LF	\$130.00	\$8,710
36" RCP (0-8' depth)	44	LF	\$175.00	\$7,700
5' Type 'R' Inlet	1	EA	\$10,000.00	\$10,000
10' Type 'R' Inlet	7	EA	\$13,000.00	\$91,000
15' Type 'R' Inlet	1	EA	\$15,000.00	\$15,000
5' Dia. Manhole	8	EA	\$6,500.00	\$52,000
Connect to Existing	2	EA	\$3,000.00	\$6,000
Type 'D' Inlet	1	EA	\$9,000.00	\$9,000
Storm Sewer Subtotal				\$337,660

E - Concrete	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Subgrade Prep - Concrete Alley	3,284	SY	\$1.75	\$5,747
Concrete Alley (7" Section)	21,442	SY-IN	\$11.00	\$235,862
Alley Curb Cut / Approach	4	EA	\$2,000.00	\$8,000
Type 2 Curb and Gutter - 2' Pan	4,900	LF	\$24.00	\$117,600
8' Concrete Crosspan	2	EA	\$2,000.00	\$4,000
Subgrade Prep - Concrete Walk	36,599	SF	\$1.75	\$64,048
3' Concrete Walk	2,548	SF	\$6.50	\$16,562
5' Concrete Walk	34,051	SF	\$6.50	\$221,332
Handicap Ramp	8	EA	\$2,200.00	\$17,600
Mid-Block Ramp	5	EA	\$2,000.00	\$10,000
6" Concrete Edger	145	LF	\$85.00	\$12,325
Concrete Chase Drain	1	EA	\$250.00	\$250
3' Concrete Trickle Channel	92	LF	\$100.00	\$9,200
Mailbox Concrete Pad	252	SF	\$6.50	\$1,638
Concrete Total				\$724,164

F - Asphalt Pavement Signage & Striping	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Subgrade Prep	10,922	SY	\$3.00	\$32,766
Aggregate Base Course (12" Section)	10,922	SY	\$20.00	\$218,440
Asphalt (Full depth - 8" section)	70,880	SY-IN	\$5.75	\$407,560
Signage	8	EA	\$500.00	\$4,000
Asphalt Pavement Signage & Striping Total				\$662,766

G - Street Lights	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Street Light (Local)	10	EA	\$7,500.00	\$75,000
Street Lights Total				\$75,000

**FILING 7D IMPROVEMENTS**

Date: 08-27-2025



I - Landscape and Irrigation	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Landscape	9,074	SF	\$1.30	\$11,796
Native Landscape	67,900	SF	\$0.35	\$23,765
Irrigation	76,974	SF	\$0.65	\$50,033
Park furnishings and equipment	1	LS	\$5,000.00	\$5,000
Neighborhood Monument Sign	1	LS	\$45,000.00	\$45,000
Crushed Stone Paving	2,800	SF	\$2.50	\$7,000
Landscape and Irrigation Total				\$142,594
Total Cost				\$3,166,693

Totals - Filing 7A Infrastructure

A - Erosion Control	\$55,169
B - Sanitary Sewer	\$654,840
C - Water	\$514,500
D - Storm Sewer	\$337,660
E - Concrete	\$724,164
F - Asphalt Pavement Signage & Striping	\$662,766
G - Street Lights	\$75,000
I - Landscape and Irrigation	\$142,594

ALL **Total All Public Improvements \$3,166,693**

Note: This estimate does not include earthwork or partial erosion control surety. These amounts have been secured through a Letter of Credit for an early grading permit process.

OK

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Fee In Lieu due Firestone:

1. None

Fee in Lieu due Owner:

1. None

Fee in Lieu due Others:

1. None

DRAFT

EXHIBIT D

Phasing Plan

This Development shall be constructed as a single phase.

DRAFT

EXHIBIT E

Landscape Maintenance Map

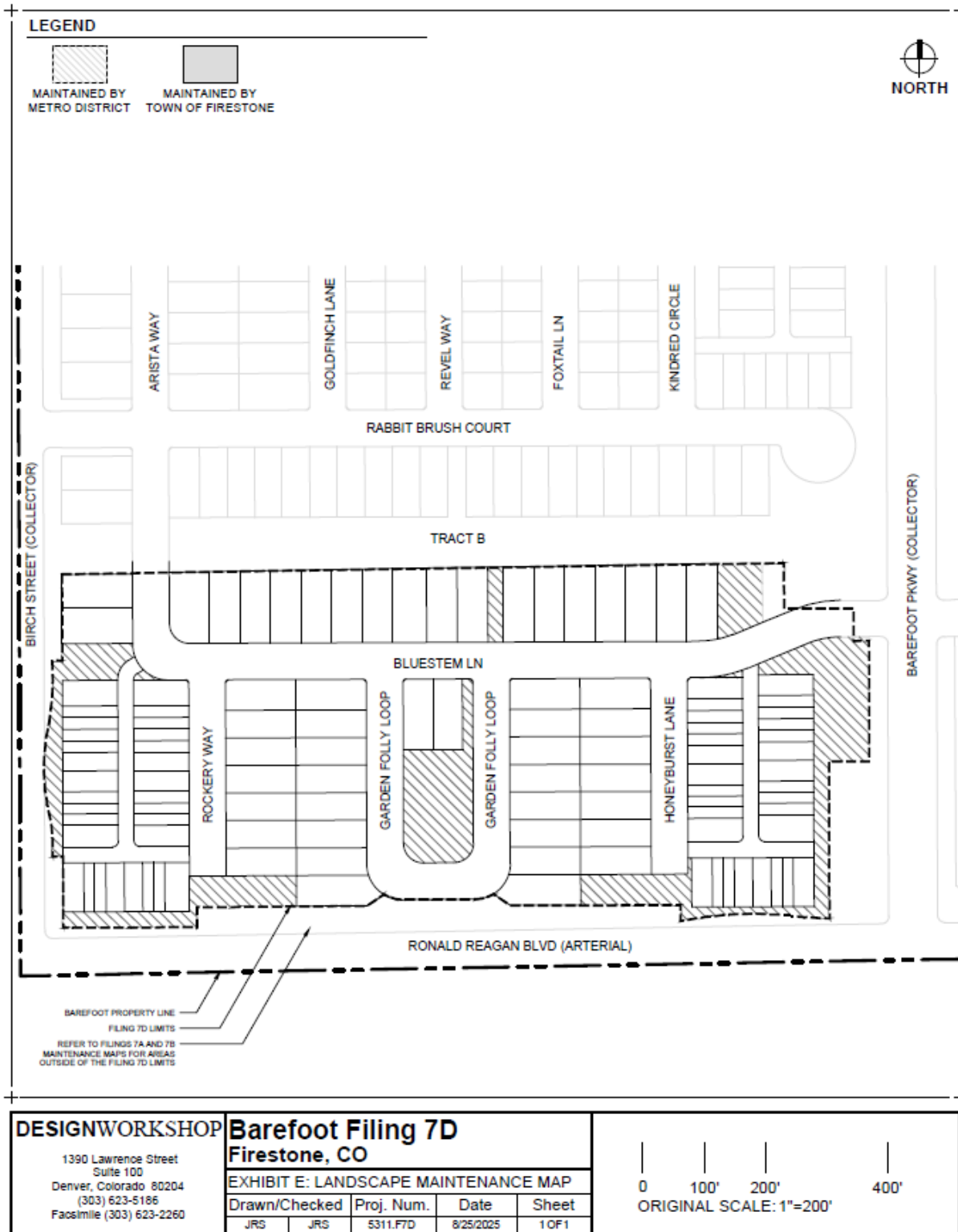


EXHIBIT F

METROPOLITAN DISTRICT DISCLOSURES

Town of Firestone Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Barefoot Lakes Filing No. 7D, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the St. Vrain Lakes Metropolitan District No. 3, a special taxing district (the “District”). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

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

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 65.671 mills, and a property not within the boundaries of a District. These examples are based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of \$300,000 and Assessment Rate of 6.70%.¹

[Examples on following page]

¹ Assessment Rate and Taxing Authority Mill Levies determined from tax year 2024 for collection in the year 2025. Refer to recent tax bill for current Assessment Rate and Taxing Authority Mill Levies. This is a comparative example and is not representative of current property tax bill or taxes owed. Purchaser to reference current tax bill for property taxes owed.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
WELD COUNTY	15.956	\$320.72
SCHOOL DISTRICT RE1J-LONGMONT	57.168	\$1,149.08
TOWN OF FIRESTONE	6.805	\$136.78
FREDERICK-FIRESTONE FIRE	15.534	\$312.23
HIGH PLAINS LIBRARY	3.179	\$63.90
CARBON VALLEY RECREATION DISTRICT	4.427	\$88.98
NORTHERN COLORADO WATER	1.00	\$20.10
ST VRAIN LEFT HAND WATER	1.406	\$28.26
ST VRAIN SANITATION	0.316	\$6.35
ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 3	65.671	\$1,319.99
TOTAL	171.462	\$3,438.32

PROPERTY NOT WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
WELD COUNTY	15.956	\$320.71
SCHOOL DISTRICT RE1J-LONGMONT	57.168	\$1,149.05
TOWN OF FIRESTONE	6.805	\$136.78
FREDERICK-FIRESTONE FIRE	15.534	\$312.23
HIGH PLAINS LIBRARY	3.179	\$63.90
CARBON VALLEY RECREATION DISTRICT	4.427	\$88.98
NORTHERN COLORADO WATER	1.00	\$20.10
ST VRAIN LEFT HAND	1.406	\$20.26

WATER		
ST VRAIN SANITATION	0.316	\$6.35
TOTAL	104.385	\$2,098.10

[Signature page follows]

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Barefoot Lakes Filing No. 7D, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Barefoot Lakes Filing No. 7D subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Barefoot Lakes Filing No. 7D Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Barefoot Lakes Filing No. 7D. There may be ongoing oil and gas operation and production of oil and gas within Barefoot Lakes Filing No. 7D, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Barefoot Lakes Filing No. 7D. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Barefoot Lakes Filing No. 7D, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Barefoot Lakes Filing No. 7D. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Barefoot Lakes Filing No. 7D and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Barefoot Lakes Filing No. 7D will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Barefoot Lakes Filing No. 7D to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Barefoot Lakes Filing No. 7D.

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

to the extent it owns or becomes the owner of real property in Barefoot Lakes Filing No. 7D, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

SHEET INDEX		
SHEET 1	—	DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION GENERAL NOTES, SUBDIVISION DATA AND LINE/CURVE TABLES
SHEET 2	—	OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 3-6	—	TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS

CERTIFICATION OF OWNERSHIP AND DEDICATION

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

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

TRACT Q, BAREFOOT LAKES FILING 7B, RECEPTION NO. _____, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 18.240 ACRES, (794,549 SQUARE FEET), MORE OR LESS.

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

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

OWNER:

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

BY: _____
NAME: _____
TITLE: _____
EXECUTED THIS ____ DAY OF _____, A.D., 20____

STATE OF COLORADO }
COUNTY OF _____ } SS.

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

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

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

BY: _____
NAME: _____
TITLE: _____
EXECUTED THIS ____ DAY OF _____, A.D., 20____

STATE OF COLORADO }
COUNTY OF _____ } SS.

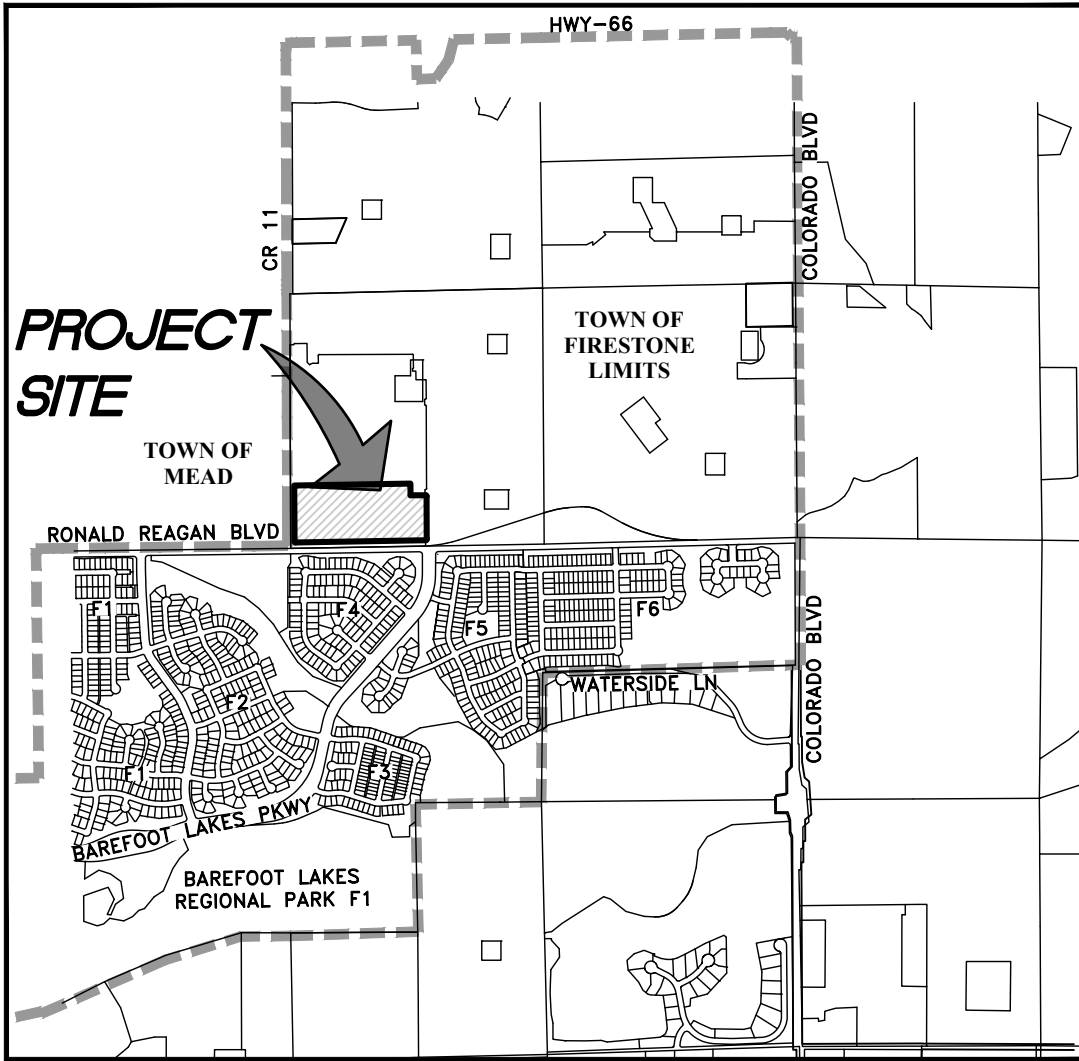
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 20____,

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

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

FINAL PLAT
BAREFOOT LAKES FILING NO. 7D
A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH
PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES – 111 RESIDENTIAL LOTS – 6 TRACTS

SHEET 1 OF 6
PROJECT NO. FP-25-006



VICINITY MAP
SCALE: 1" = 2000'

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

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

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

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

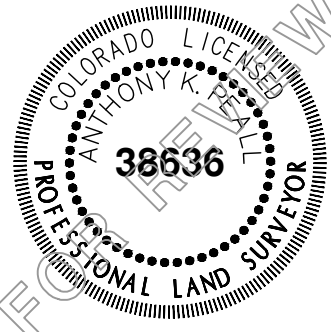
GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°12'43" WEST, 2,654.50 FEET AND MONUMENTED AS SHOWN HEREON.
- TITLE COMMITMENT:** _____ ORDER NUMBER _____, DATED ____/____/____ AT ____:____ M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- FLOODPLAIN:** BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1880E, WITH A REVISED DATE OF JANUARY 20, 2016.
- THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DRAINAGE CHANNELS, DETENTION PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT.
- THE OWNER(S) OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR USE, OPERATION AND MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH AREAS AND FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(S), OR OUTLOT(S) FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT, IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
- ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.
- OWNER HEREBY DEDICATES TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS FOR ACTIVE AND PASSIVE RECREATIONAL USES AT ANY TIME AND FROM TIME TO TIME, SUBJECT HOWEVER TO REASONABLE RULES AND REGULATIONS ADOPTED BY THE OWNER(S) OF SUCH TRACT(S).
- A PERPETUAL EASEMENT OVER, THROUGH, AND ACROSS AREAS WITHIN TRACTS A, B AND C, INCLUSIVE, AS SHOWN HEREON, IS DEDICATED AND GRANTED TO THE TOWN FOR DRAINAGE PURPOSES. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ARE FOR ACCESS, MAINTENANCE, AND EMERGENCY REPAIR PURPOSES ONLY. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS LOCATED THEREIN NOR RELIEVE THE OWNER OF LOT/TRACT/BLOCK ETC OF ITS OBLIGATION AND PRIMARY RESPONSIBILITY TO MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION.
- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE SUBDIVISION DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HERewith IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO. THE SUBDIVISION DEVELOPMENT AGREEMENT PROVIDES THAT BAREFOOT LLC SHALL FURNISH TO THE TOWN AN IMPROVEMENT GUARANTEE IN THE FORM OF A LETTER OF CREDIT FOR ALL PUBLIC IMPROVEMENTS AND COMMON FACILITIES FOR THE BAREFOOT LAKES FILING 7A FINAL PLAT. THE TOWN WILL NOT ISSUE INITIAL ACCEPTANCE OF, NOR RELEASE ANY SUCH IMPROVEMENT GUARANTEE FOR, ANY COMMON FACILITIES UNLESS AND UNTIL BAREFOOT LLC HAS FURNISHED TO THE TOWN: (A) PROOF OF CONVEYANCE OF BAREFOOT LLC'S OWNERSHIP INTEREST IN AND TO TRACTS A-F TO THE ST. VRAIN LAKES METRO DISTRICT; OR (B) SUCH OTHER DOCUMENTATION ACCEPTABLE TO THE TOWN INDICATING THAT FEE SIMPLE TITLE TO TRACTS A-F IS HELD BY THE ST. VRAIN LAKES METRO DISTRICT. UPON ACCEPTANCE BY THE TOWN OF FIRESTONE, THE ABOVE-STATED PLAT RESTRICTION SHALL BE REMOVED.

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	18.240 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	6.086 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	51
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	60
TOTAL NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	111
NUMBER OF SUPER BLOCKS	0
NUMBER OF TRACTS	6
AREA OF ROW	3.596 ACRES
AREA OF TRACTS	4.983 ACRES
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	9.661 ACRES
AREA OF SUPER BLOCKS	0 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	11.489 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	1,530 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	6,729 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	4,129 SQUARE FEET

SURVEYING CERTIFICATE:

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



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

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS' RULE 1.6.9.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN APPROVAL (RESERVED FOR FINAL PLAT)

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

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

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS _____ DAY OF _____, 20____, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES. A PORTION OF THE EXISTING 30' DRAINAGE EASEMENT IS HEREBY VACATED AS SHOWN HEREON.

TOWN OF FIRESTONE, COLORADO

BY _____ MAYOR

TOWN CLERK

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/08/25

COVER PAGE ~ SHEET 1 of 6

 AzTec CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BAREFOOT LLC 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604	
	DATE OF PREPARATION:	2024-05-30
	SCALE:	N/A
SHEET 1 OF 6		

PRELIMINARY PLAT

BAREFOOT LAKES FILING NO. 7D

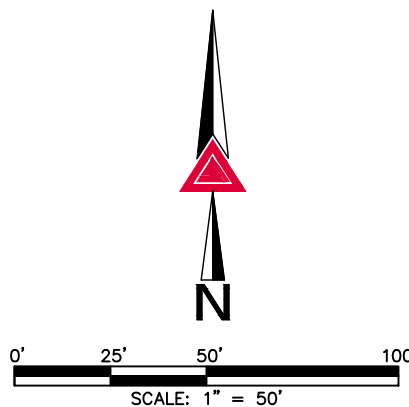
A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 2 OF 6
PROJECT NO. PP-24-033

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°47'17"E	15.00'
L2	N57°25'22"E	12.60'
L3	N57°25'22"E	12.60'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	57°38'05"	12.00'	12.07'
C2	90°00'00"	32.00'	50.27'
C3	22°12'25"	145.00'	56.20'
C4	90°00'01"	5.00'	7.85'
C5	89°59'59"	10.00'	15.71'
C6	90°00'00"	10.00'	15.71'
C7	90°00'00"	5.00'	7.85'
C8	90°00'00"	5.00'	7.85'
C9	89°59'59"	5.00'	7.85'
C10	90°00'02"	5.00'	7.85'
C11	90°00'00"	5.00'	7.85'
C12	90°00'00"	5.00'	7.85'
C13	90°00'00"	5.00'	7.85'
C14	90°00'00"	10.00'	15.71'
C15	90°00'00"	10.00'	15.71'
C16	57°38'05"	38.00'	38.22'

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



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/08/25

LOT DETAIL PAGE ~ SHEET 2 of 6



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

AzTec Proj. No.: 54824-10

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-05-30

SCALE: 1" = 50'

SHEET 2 OF 6

MONUMENT SYMBOL LEGEND

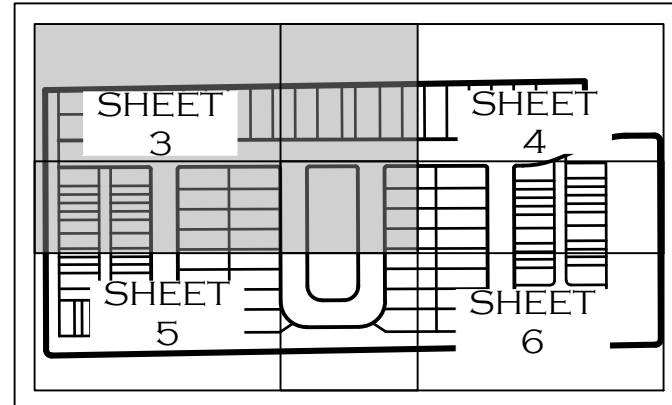
- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

PRELIMINARY PLAT

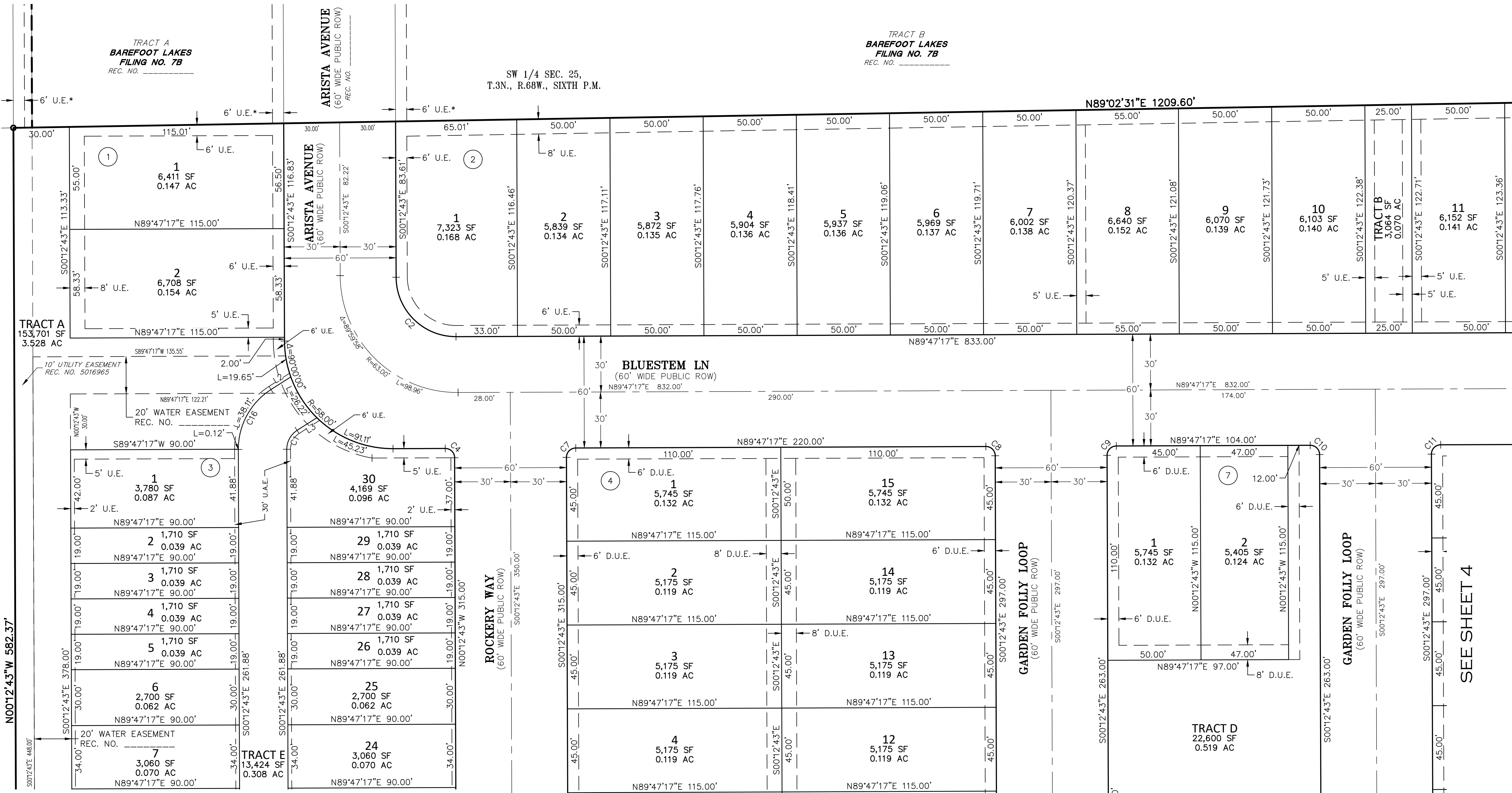
BAREFOOT LAKES FILING NO. 7D

A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 3 OF 6
PROJECT NO. FP-28-006

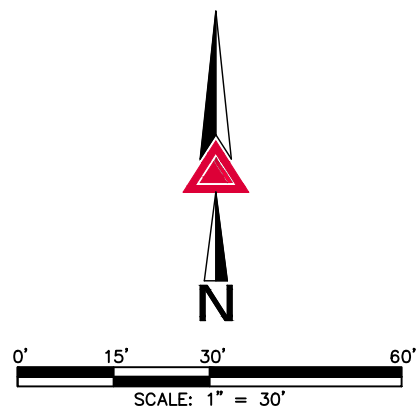


KEY MAP
N.T.S.



SEE SHEET 4

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
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LOT DETAIL PAGE ~ SHEET 3 of 6

MONUMENT SYMBOL LEGEND

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- SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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



AzTec Proj. No.: 54824-10

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-05-30

SCALE: 1" = 30'

SHEET 3 OF 6

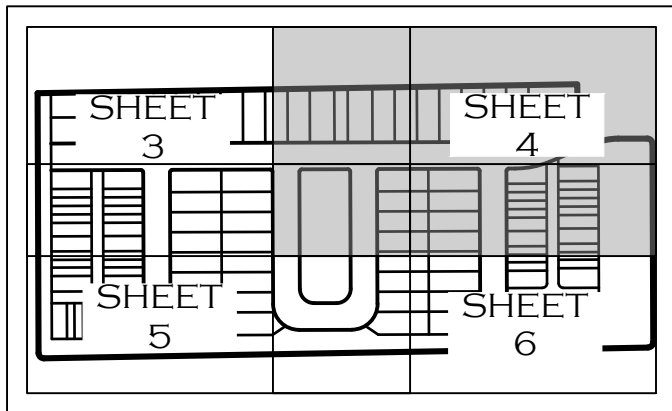
PRELIMINARY PLAT
BAREFOOT LAKES FILING NO. 7D

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TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 4 OF 6
PROJECT NO. FP-28-006

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

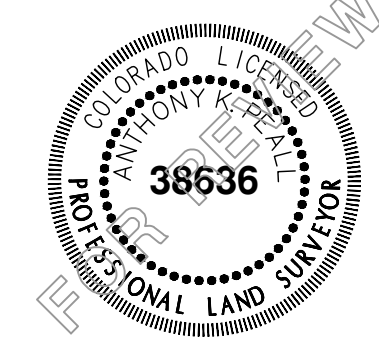
TRACT B
BAREFOOT LAKES
FILING NO. 7B
REC. NO.



KEY MAP
N.T.S.



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



FIRESTONE INFORMATION BLOCK

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Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/08/25

LOT DETAIL PAGE ~ SHEET 4 of 6



AzTec Proj. No.: 54824-10

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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

DATE OF PREPARATION: 2024-05-30

SCALE: 1" = 30'

SHEET 4 OF 6

MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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

SEE SHEET 3

SEE SHEET 3

SEE SHEET 6

SEE SHEET 6

PREINFLAMMATORY PLATELET

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 5 OF 6

PROJECT NO. PP-28-006

SEE SHEET 3



KEY MAP
N.T.S.

FOUND SECTION CORNER AS SHOWN HEREON

- SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

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D.E. = DRAINAGE EASEMENT
(NR) = NON-RADIAL
* = EASEMENT PER BAREFOOT
LAKES FILING 7B
RECEPTION NO. _____
(##) BLOCK NUMBER



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/08/25

LOT DETAIL PAGE ~ SHEET 5 of 6

DATE OF PREPARATION:	2024-05-30
----------------------	------------

SCALE: 1" = 30'

SHEET 5 OF 6

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

 **AZTEC**
CONSULTANTS, INC.

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

AzTec Proj. No.: 54824-10

Drawn By: GLW

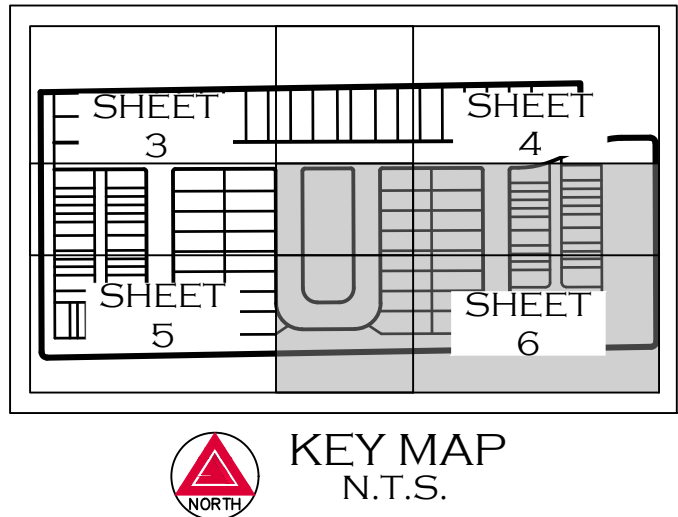
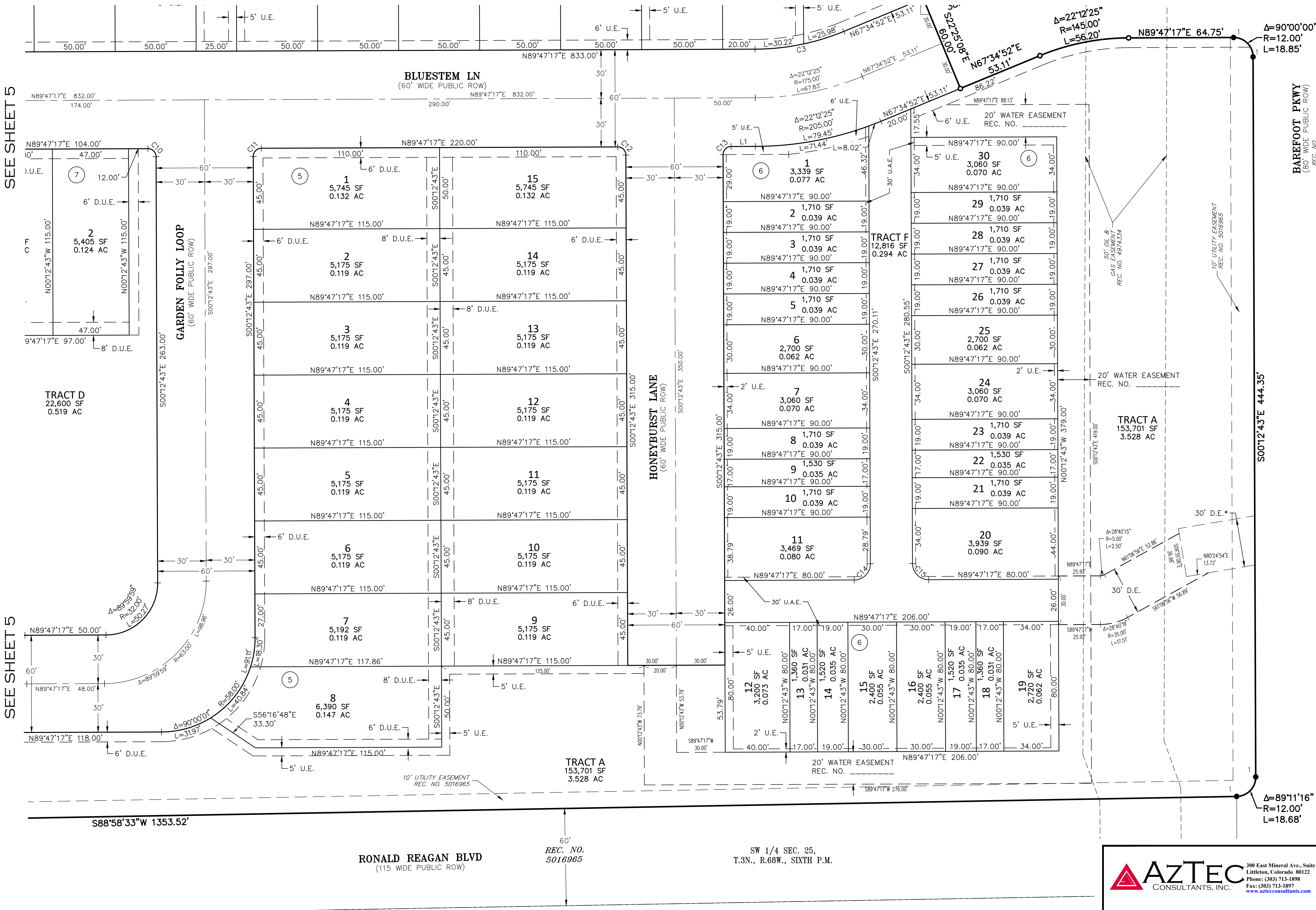
PRELIMINARY PLAT
BAREFOOT LAKES FILING NO. 7D

A REPLAT OF TRACT Q, BAREFOOT LAKES FILING NO. 7B
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
18.296 ACRES - 111 RESIDENTIAL LOTS - 6 TRACTS

SHEET 6 OF 6
PROJECT NO. FP-28-006

SEE SHEET 4

SEE SHEET 4



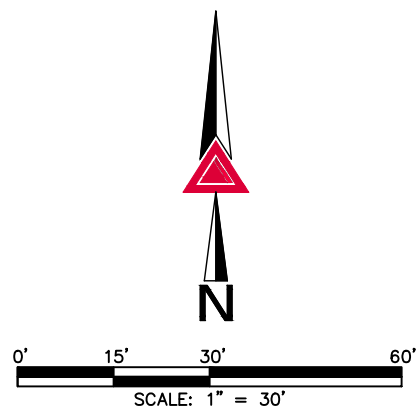
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LEGEND

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

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7D
Phase Number	N/A
Preparation Date	2024/05/30
Revision Date	2024/12/19
Revision Date	2025/02/06
Revision Date	2025/04/14
Revision Date	2025/08/25

LOT DETAIL PAGE ~ SHEET 6 of 6

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

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

DATE OF PREPARATION:	2024-05-30
SCALE:	1" = 30'
SHEET 6 OF 6	

SEE SHEET 5

SEE SHEET 5

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: October 8, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-106: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NEW COAL RIDGE DITCH COMPANY

RECOMMENDATION

Staff recommends approval of Resolution 25-106, authorizing the execution of the agreement for the allocation of costs and reimbursement of expenses between the Town of Firestone and the New Coal Ridge Ditch Company and authorizing staff to expend funds.

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

This agreement will reimburse the New Coal Ridge Ditch Company for administrative, legal, and engineering expenses incurred in response to the Town's Ditch Wide Analysis review request, as per the New Coal Ridge Ditch Company bylaws.

The Town has requested review and approval of the Ditch Wide Analysis from the New Coal Ridge Ditch Company associated with the change case for Firestone's shares of New Coal Ridge Ditch in Division One Water Court. The agreement includes a \$35,000 deposit to cover initial direct costs, followed by monthly billing of costs incurred due to informational requests made by the Town.

FINANCIAL CONSIDERATIONS

The agreement is for a deposit of \$35,000.00 and will be paid from the Town of Firestone Water Activity Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees has taken previous board action over the last three years to approve several purchase and sale agreements for the acquisition of several hundred shares of the New Coal Ridge Ditch Company.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res No 25-106 New Coal Ridge Ditch Company Reimbursement-Ditch Wide
2. Firestone Coal Ridge Cost Reimbursment Agreement for DW Analysis-Final

RESOLUTION NO. 25-~~106XX~~

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF
EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
THE NEW COAL RIDGE DITCH COMPANY**

WHEREAS, the Town of Firestone (“Town”) obtained 355 shares (“Firestone Shares”) in the New Coal Ridge Ditch Company which it desires to change in Water Court from its decreed purpose of agricultural irrigation to uses for the Town; and

WHEREAS, New Coal Ridge Ditch Company’s Bylaws require that the Town make a written application to the Company’s Board of Director’s before it can proceed with a change case for the Firestone Shares in Water Court (“Catlin Application”); and

WHEREAS, as the Towns request to review the Ditch Wide Analysis will require the Company to incur administrative, engineering and legal expenses it is appropriate for the Town to reimburse the Company for such costs as set forth in an Agreement between the parties.

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

The Agreement for the Reimbursement of Expenses between the Town of Firestone and the New Coal Ridge Ditch Company is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

~~INTRODUCED, READ~~PASSED AND ADOPTED this 8th day of October, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, CMC, Town Clerk

Marshall Keith Martin, Town Attorney

AGREEMENT
FOR THE REIMBURSEMENT OF EXPENSES

THIS AGREEMENT FOR THE REIMBURSEMENT OF EXPENSES ("Agreement") is made effective as of the ____ day of _____, 2025, by and among the NEW COAL RIDGE DITCH COMPANY ("Company" and/or "Coal Ridge"), and the TOWN OF FIRESTONE, a Colorado municipal corporation ("Firestone"). These parties may collectively be referred to as "the Parties."

RECITALS

WHEREAS, The Company operates an irrigation distribution system in Weld County, which includes the Coal Ridge Ditch. The Company owns and operates the Coal Ridge Ditch along with the Northern Colorado Water Conservancy District.

WHEREAS, Water rights decreed to the Coal Ridge Ditch (the "Ditch") were originally decreed for irrigation purposes. Firestone obtained 355 shares in the New Coal Ridge Ditch Company (the "Firestone Shares") and intends to file a change of water right application for the Firestone Shares in the District Court for Water Division No. 1 State of Colorado ("Water Court") for municipal uses (the "Change Case").

WHEREAS, Pursuant to the Company Bylaws, Firestone submitted an application to the Company on June 25, 2025 to obtain approval of the Company to file the change of water right application for the Firestone Shares ("Catlin Application").

NOW THEREFORE, in consideration of the premises and the terms recited in this Agreement, it is agreed by and between Coal Ridge and Firestone as follows

1. Reimbursement of Coal Ridge's Expenses. Coal Ridge's Bylaws at Article XII Section 12.4 states that:

"An applicant for a change of water right must reimburse the Company for the Company's reasonable costs and fees in analyzing the application to the Company and in any judicial litigation that follows, including a challenge to the Company's denial of an application. Prior to obtaining legal and engineering analyses of the proposed change, the Company shall obtain an estimate of the costs."

The Parties agree to effectuate this section of the Coal Ridge Bylaws as follows:

- 1.1. Initial Estimate of Coal Ridge's Costs and Deposit. Consistent with the Bylaws, Coal Ridge initially estimates its fees and costs associated with reviewing the application, providing Firestone with information which may be necessary or valuable to preparing a Water Court application and participating in any subsequent litigation associated with a Water Court application as \$35,000.00. Simultaneously with the execution of this

Agreement, Firestone has made an initial deposit (“**Initial Deposit**”) in the amount of Thirty-Five Thousand and 00/00 Dollars (\$35,000.00). Coal Ridge shall accurately account for costs and fees incurred, including but not limited to Coal Ridge’s expenses and fees, engineering and expert review fees and attorney fees, which statement shall be provided to Firestone monthly. If Coal Ridge’s counsel determines during the course of any litigation associated with a Water Court application that Coal Ridge may file a motion and/or incur significant legal research expenses related to such a motion, counsel for Coal Ridge shall first confer with counsel for Firestone. If the Initial Deposit is insufficient to continue to cover the expenses of Coal Ridge during this matter, Coal Ridge shall notify Firestone and Firestone shall deposit additional funds with Coal Ridge. In no event shall Coal Ridge approve the application or stipulate to a proposed decree in this matter until costs sufficient to reimburse Coal Ridge for all of its costs in this matter are deposited with Coal Ridge. Coal Ridge’s reimbursable expenses shall include all amounts expended on this matter commencing with the receipt of a draft “Ditch Wide Analysis” prepared by Firestone’s consultants on or about June 25, 2025.

2. Notices. Any notice or other communication given pursuant hereto relating to this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or e-mailed to the number or address specified below and receipt of such telecopy or electronic mail message is acknowledged:

If to the Company, to:

New Coal Ridge Ditch Company
Dan Grant Bookkeeping
Attn: Angie Swanson, Secretary
401 Main St., Longmont, CO 80501
angie@dangrantbookkeeping.com

With a copy by the same delivery method, to:

Jeffrey Kahn
Lyons Gaddis

For US Mail Delivery:
P.O. Box 978
Longmont, CO 80502-0978

For Overnight Delivery:
515 Kimbark Street, Second Floor
Longmont, CO 80501
303-776-9900
Email: jkahn@lyonsgaddis.com

If to Firestone, to:

Town of Firestone
Attention: Julie Pasillas
Director of Water and Community Resources
9950 Park Ave
Firestone, CO 80504
Telephone: 303-531-6258
Email: jpasillas@firestone.gov

With a copy by the same delivery method, to:

Wes Knoll
Lawrence Custer Grasmick Jones & Donovan LLP
5245 Ronald Reagan Blvd., Ste. 1
Johnstown, CO 80534
Telephone: 970-622-8181
E-mail: wes@lcwaterlaw.com

Any such addressee may change its address for such notices to the other addressees in the United States as such addressee shall have specified by written notice given as set forth above.

3. TABOR. This Agreement while requiring reimbursement for prior expenses shall not be construed or interpreted as creating, directly or indirectly, a general obligation debt, multi-fiscal year obligation or other financial obligation whatsoever of Firestone within the meaning of any constitutional or statutory limitations or requirements, nor shall this Agreement directly or indirectly obligate Firestone to make payments beyond those appropriated for the current fiscal year.
4. Assignment. This Agreement shall not be assignable by the Parties.
5. Colorado Law. This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed, construed, interpreted, applied and enforced in accordance with the laws of the State of Colorado. In the event of a dispute or alleged breach arising under this Agreement, venue for any resulting arbitration or litigation shall be proper in Weld County, Colorado, or in the Water Court for Water Division 1, as appropriate.

6. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the Parties hereto may execute this Agreement by signing any such counterpart. Signatures may be evidenced by copies transmitted via facsimile or electronic mail.
7. Entire Agreement. This Agreement sets forth the entire agreement between the Parties as to the subject matter contained in this Agreement. There have been no additional oral or written representations or agreements regarding this Agreement.
8. No Waiver of Governmental Immunity/No Third Party Beneficiary. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities the Parties or their officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended.

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

NEW COAL RIDGE DITCH COMPANY

By: _____
Its: _____

TOWN OF FIRESTONE

By: _____
Its: _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Proclamation

Meeting Date: October 8, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Community Planning Month Proclamation

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

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Proclamation

Meeting Date: October 8, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Chamber of Commerce Day Proclamation

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

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: October 8, 2025

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-103 - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CIVIL RESOURCES, LLC PERTAINING TO THE TOWN OF FIRESTONE RESERVOIR NO. 2 PROJECT

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving a professional services contract with Civil Resources, LLC and authorize the Mayor to execute the contract on behalf of the Town.

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

This resolution is to enter into a design services contract with Civil Resources for Firestone Reservoir No. 2, which will require infrastructure to accommodate the inflow of water from irrigation ditches, a pump station to transfer water from Reservoir No. 2 to Reservoir No. 1, and rip-rap slope protection.

The Town prepared a request for proposals and posted it on Bid Net Direct. Eight firms attended the mandatory pre-proposal meeting, with two firms submitting qualifying proposals.

After reviewing of the proposals and interviews with both firms, staff recommends awarding the contract to Civil Resources, LLC.

The proposal demonstrated their understanding of the project, their experience with similar work, and their qualifications to perform the work.

FINANCIAL CONSIDERATIONS

The contract is the Town form agreement, and the amount is not to exceed \$84,600.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On February 9, 2022, the Board of Trustees approved Resolution 22-26 approving a Purchase and Sale Agreement with LG Everist for the purchase of Firestone Reservoir No. 2.

BOARD STRATEGIC PLAN IMPACT

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

- Maintain Town Infrastructure & Facilities
- Organizational Objectives

ATTACHMENTS

1. Location Map
2. Reso 25-103 Civil Resources R093025 (revised)
3. W2025-9537.01 Firestone Reservoir No. 2 Infrastructure Design (Civil Resources signed)

Firestone Reservoir No. 2



Scale: 1:5767



Notes:

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

RESOLUTION NO. 25-103

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CIVIL RESOURCES, LLC PERTAINING TO THE TOWN OF FIRESTONE RESERVOIR NO. 2 PROJECT

WHEREAS, the Town of Firestone (“Town”) is in need of professional engineer services for the Town of Firestone Reservoir No. 2 Project (“Project”); and

WHEREAS, the Town issued a request for proposals (“RFP”) for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the RFP, and after conducting interviews of several bidders, finds that Civil Resources, LLC (“Civil Resources”) is the lowest responsible, responsive proposer whose proposal is most advantageous to the Town; and

WHEREAS, the Town finds that Civil Resources has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Civil Resources as the successful proposer for the RFP and to enter into a design services contract with Civil Resources to provide the design services and perform the work as described in Professional Services Contract, attached hereto as Exhibit A.

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

Section 1. The Professional Services Contract between the Town of Firestone and Civil Resources, LLC is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Professional Services Contract on behalf of the Town.

Section 2. The Town Manager or such person’s designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds \$25,000, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this ____ day of _____, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[Civil Resources Construction Contract Agreement]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and Civil Resources, LLC, an independent Contractor with a principal place of business at 8308 Colorado Blvd., Suite 200, Firestone, Colorado 80504 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Firestone Reservoir No. 2 Infrastructure Design (2025-9537.01)**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **\$84,600**. This amount shall include all fees, costs and

expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

representative, or agent of Contractor , or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor . Contractor 's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor , or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor .

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

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

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

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

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

TOWN OF FIRESTONE, COLORADO

Mayor/Mayor Pro-Tem

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

**CONTRACTOR:
CIVIL RESOURCES, LLC**

By:

 9/25/25

EXHIBIT A

SCOPE OF SERVICES

Scope of Work : The Contractor shall provide applicable services consisting of, but not limited to, the following (including a list of deliverables)

Transfer Pump System

- Evaluation and presentation of at least two alternative pump systems with a recommended preferred alternative. The alternatives shall also consider how best to house controls and SCADA equipment, either in a separate structure or combined in one of the two pump stations on the Reservoir No. 1 site. Firestone will select the desired alternative and Consultant will proceed with final design based on that.
- Final design shall include electrical service design and coordination with United Power.
- Design of pipeline from Reservoir No. 2 to Reservoir No. 1 with check system to prevent backflow to Reservoir No. 2. Pipeline shall also include a totalizing meter to be integrated into the Firestone SCADA system.
- Pump system shall include redundant pumps and controls programed for alternating use.
- Controls shall include level sensing equipment in Reservoir No. 2 and integration with existing level sensing in Reservoir No. 1. They system shall be designed for automatic operation based on Reservoir No. 1 water level.
- Control systems integration shall be coordinated with the Town's SCADA consultant. Construction bidding documents must include a controls narrative for the system.
- The consultants drawings shall include adequate information for submittal to the Building Department by the Contractor for purposes of securing any necessary building permits.

Inflow Grouted Rip Rap Rundown Channel

- Design of a grouted riprap rundown channel for filling Reservoir No. 2 from the existing diversion facilities off the Last Chance Ditch. The design shall include the extension of the existing 42" RCP stubbed out from the Splitter Box.
- Design of a grouted rip rap rundown channel for filling Reservoir No. 2 from an existing ditch lateral flume over the Last Chance Ditch at the southwest corner of the reservoir.

Rip Rap Slope Protection

- Perform a fetch analysis of Reservoir No. 2 to determine appropriate sized rip rap slope protection. Slope protection is anticipated to extend to the bottom of the reservoir.

- Prepare construction details and specifications for the placement of the slope protection.
- At a location determined in collaboration with Firestone, design a grouted riprap boat launch to be integrated into the slope protection.

Construction Bidding Documents

- Prepare bidding documents for the construction of the improvements. Include construction drawings and project manual. The project manual shall use EJCDC construction documents and CSI construction specifications.
- The project benchmark is an existing survey benchmark located on the Reservoir No. 1 site, set on a concrete headwall at the Tower Pump Station. The benchmark elevation is based on the NGVD 29 Datum, as are all of the elevations on the adjacent Reservoir No. 1 improvements.
- Horizontal control for the design shall be tied to at least two existing section monuments near the project.
- Firestone will provide the selected Consultant with CAD files of the existing Reservoir No. 1 improvements, Reservoir No. 1 topography, and Reservoir No. 2 topography. Consultant may utilize this information but shall rely on it at their own risk, and will be encouraged to field verify the information on their own. Consultant may generate their own base material as they see fit.
- Construction drawings shall include all existing utilities, including pothole confirmation of horizontal and vertical locations of existing utilities in conflict with proposed improvements.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Discussion/Action

Meeting Date: October 8, 2025

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-104 - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY MOUNTAIN, INC. PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving a construction services contract with Hydro Resources - Rocky Mounting for an amount not exceed \$50,670.00, and authorize the Mayor to execute the contract on behalf of the Town.

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

Firestone is exploring the potential for developing an alluvial well field, referred to as the BFL-Vogl-Stinar Well Site. As part of the project, the Town is installing test wells and requires the services of a contractor to install temporary pumps and perform well development and well pumping tests.

McGrane Water Engineers is the design consultant for the project and has prepared bidding documents, soliciting bids from four qualified companies to perform the work. Hydro Resources -Rocky Mountain, Inc. is the lowest responsive, responsible bidder.

Staff and consultants have reviewed the bid and are recommending the Town award the construction contract to them. Hydro Resources is qualified and capable of performing the work and have performed similar work for the Town in the past.

FINANCIAL CONSIDERATIONS

The contract uses the Town form agreement and is a not to exceed amount of \$50,670.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On May 28, 2025, the Board of Trustees approved Resolution 25-61, approving a design services contract with McGrane Water Engineers.

On August 13, 2025, the Board of Trustees approved Resolution 25-86, approving a drilling contract with Site Services.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-104 Hydro Resources (BFL-Vogl-Stinar Well Site Phase 1 Pump Test) - R093025
2. W2024-9564.03 Phase 1 Pumping Test Contract (signed by Hydro)
3. Bid Tab

RESOLUTION NO. 25-104

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY
MOUNTAIN, INC. PERTAINING TO THE TOWN OF FIRESTONE BFL-
VOGL-STINAR ALLUVIAL WELL PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services, and more specifically, installing temporary pumps and performing well development and well pumping tests, related to the Town of Firestone BFL-Vogl-Stinar Alluvial Well Project (“Project”); and

WHEREAS, the Town issued an invitation for bid (“IFB”) proposals for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the IFB and finds that Hydro Resources – Rocky Mountain, Inc. (“Hydro Resources”) is the lowest responsible, responsive bidder whose bid is most advantageous to the Town

WHEREAS, the Town finds that Hydro Resources has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Hydro Resources as the successful bidder for the IFB and to enter into a construction contract with Hydro Resources to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and Hydro Resources, LLC is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Construction Contract on behalf of the Town.

Section 2. The Town Manager or such person’s designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds \$25,000, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this ____ day of _____, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[Hydro Resources Construction Contract Agreement]

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **Hydro Resources-Rocky Mountain, Inc.**, an independent contractor with a principal place of business at 13027 WCR 18, Building C, Fort Lupton, Colorado 80621 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A, attached hereto and incorporated herein by this reference and known as: **BFL-Vogl-Stinar Well Site Phase 1 Pump Testing Contract (W2024-9564.03)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the certificate of insurance required by the Contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: McGrane Water Engineering, LLC, who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities, and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an hourly rate plus expenses contract amount not to exceed \$50,670.00 (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work monthly. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

-
- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and

shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

X. INDEMNIFICATION

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

XI. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. Exhibit to this Construction Contract:
1. Exhibit A: Scope of Work
 2. Exhibit B: Bid

B. Notice to Proceed.

C. The following may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: Contractors Insurance Certificate, all written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XI.

XII. CHANGE ORDERS

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

XIII. MISCELLANEOUS

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

-
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
 - J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.
 - K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Grandos Luna, Town Clerk

APPROVED AS TO FORM:

Marshal Keith Martin, Town Attorney

HYDRO RESOURCES - ROCKY MOUNTAIN,
INC.

By:

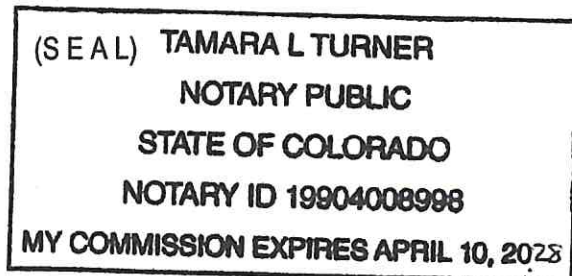
STATE OF COLORADO)

) ss.

COUNTY OF Weld)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12th day of September, 2025 by Richard Arinols as VP of Ops. of Hydro Resources - Rocky Mountain Inc.

My commission expires:



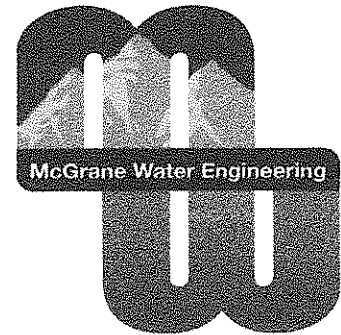
Tamara L Turner
Notary Public

EXHIBIT A: SCOPE OF WORK

(see attached 6 pages)

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com, Website: www.mcgranewaterengineering.com



August 14, 2025

Neal Peckler **via e-mail:** npeckler@waterwell.cc
Boulder GNC Water Well Service and Supply, Inc.
1901 S. 120th St., Ste A
Lafayette, CO 80026

RE: Town of Firestone – Vogl-Stinar Well Development and Testing

Neal,

The Town of Firestone (Town) requests costs for development and testing two alluvial wells located at the potential Vogl-Stinar wellfield site between Longmont and Firestone, Colorado, in Section 36, Township 3N, Range 68W (**Figure 1**). This letter contains the minimum performance expectations for developing and testing two test wells. McGrane Water Engineering, LLC and Miller Groundwater Engineering, LLC are the Town's consulting engineers. **Please complete the bid form below and email it to Dennis McGrane at dennis@mcgranewater.com by Friday August 22, 2025, at 2:00 pm.**

Figure 1 – Vicinity Map and Address

Owner: VOGL JOHNNY E

Account: R4786386 Parcel: 120736000051

Address: 11995 COUNTY ROAD 11 1/4 WELD

Subdivision:

Section: 36 Township: 3N Range: 68W

[Taxes](#) [Property Report](#) [Data Search](#) [Sales](#)

Owner: STINAR DEBRA J

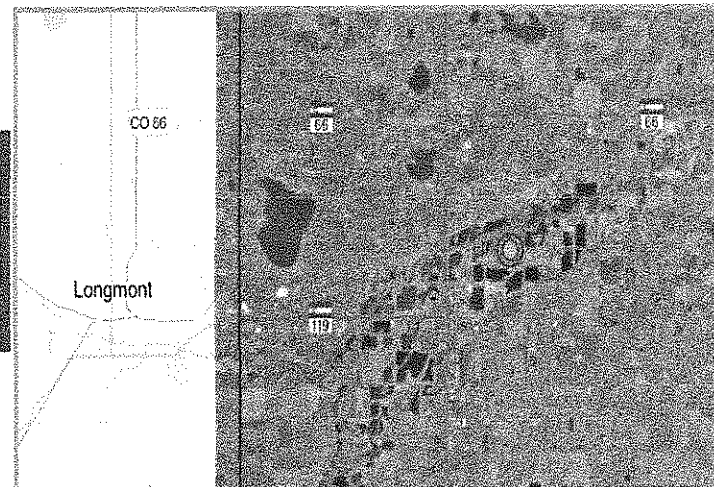
Account: R4786386 Parcel: 120736000051

Address: 11995 COUNTY ROAD 11 1/4 WELD

Subdivision:

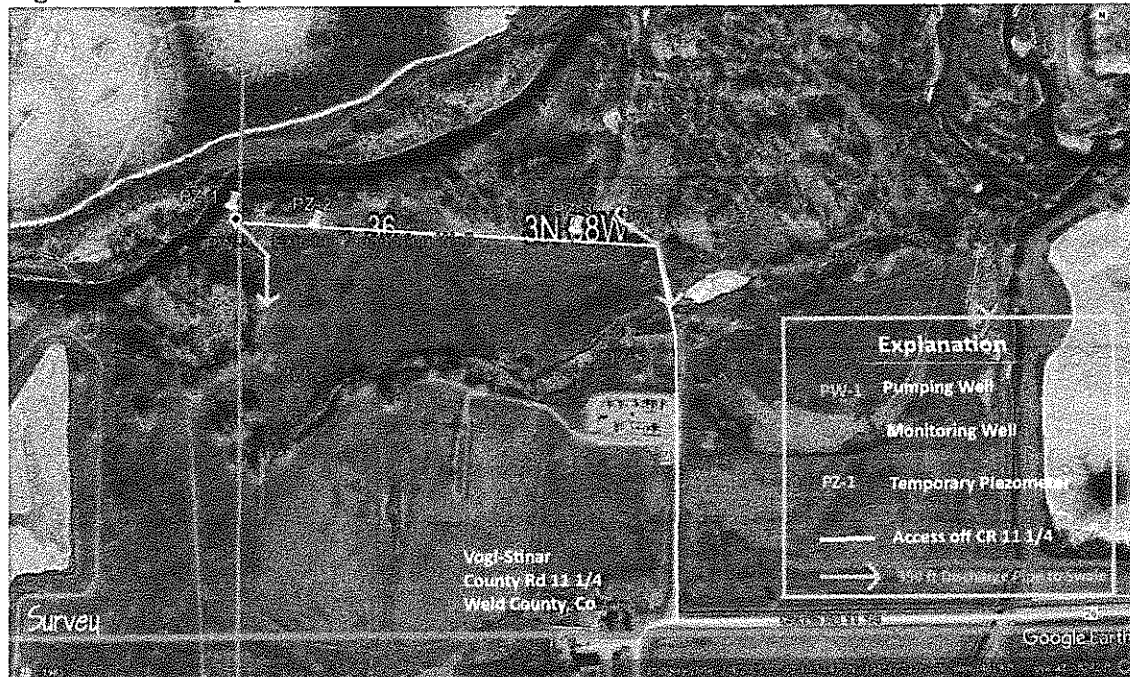
Section: 36 Township: 3N Range: 68W

[Taxes](#) [Property Report](#) [Data Search](#) [Sales](#)



BACKGROUND

The Town of Firestone is evaluating two contiguous parcels (Vogl-Stinar and a parcel located south of the Saint Vrain Creek) for developing a shallow (<25 feet) Horizontal wells (H-well). Under this site exploration phase, approximately six (6) borings, three (3) 2-in diameter piezometers, and two (2) 6-in diameter "Test Wells" will be drilled by a drilling contractor (Site Services, Inc) in early September 2025. This Request for Proposal (RPF) is to development and test the two test wells. The planned test well locations (PW-1 and PW-2) and test discharge locations are highlighted in light blue on **Figure 2**.

Figure 2 – Site Map**Test Wells**

The bottom of the Saint Vrain Creek (SVC) sand and gravel aquifer is approximately 20 to 25 feet deep based on prior geotechnical drilling conducted by Barefoot Lakes. An existing monitoring well is located approximately 100 feet east of PW-2 (highlighted green on **Figure 2**). That monitoring well's completion report and drilling log are attached (Permit No. 314471). Groundwater was encountered there at 10 feet below ground surface. The geology consists of clayey topsoil (0-2 ft) over 21 feet of "sand and gravel" and then claystone.

Each planned test well will be drilled to bedrock at approximately 20 to 25 feet deep and completed with 10 feet of 0.040 slot 6-in diameter V-wire plastic well screen, and gravel packed with 3/8-in pea gravel. Approximately 2 feet of bentonite chips will be placed above the gravel pack. An 8-in diameter protective surface casing will be cemented in to protect the 6-in PVC test well.

The wells will not be developed by the test well drilling contractor due to their inexperience with airlift development methods. We speculate the test wells will be capable of producing approximately 125 gpm.

WELL TESTING - REQUEST FOR PROPOSAL

We request that the Contractor:

- 1) Develop each well by airlifting for approximately 1 hour;

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgrewwaterengineering.com

- i. 0-10 minutes (every minute)
 - ii. 10-20 minutes (every 2 minutes)
 - iii. 20-60 minutes (every 5 minutes)
 - iv. 60 min (1 hr) to 12 hours (every hour)
 - v. 12 hrs to 48 hrs (every 4 hours).
4. The Contractor will text a photograph of the manual data sheet to the Engineer every 4 hours.

Discharge Header and Surface Pipe

1. The Contractor shall provide a wellhead discharge manifold consisting of (from upstream to downstream):
 - 1.1. A 90-degree elbow attached to the drop pipe and set above the test well surface casing (~2 feet above ground level);
 - 1.2. A backpressure gage that measures at no greater than 2 psi increments (range 0-50 psi max).
 - 1.3. An upstream length of straight 3-in pipe that is at least 30-inches long (>10x the pipe diameter);
 - 1.4. A 3-in diameter electronic flow meter capable of measuring totalized and instantaneous flow within 5%;
 - 1.5. An downstream length of straight 3-in pipe that is at least 1.5 ft long downstream of the flow meter;
 - 1.6. A water quality sampling port installed on the top horizontal portion of the pipe to sample and assure the pipe is full;
 - 1.7. A flow control valve;
 - 1.8. Approximately 350 feet of solid or lay-flat 3-in diameter pipe directed to open discharge points shown on **Figure 2**;
 - 1.9. All necessary changeover pipe connections;
2. All downhole components shall be clean with no visible dirt, oil or grease due to the required water quality sampling.

Submittals

The contractor shall provide the following submittals prior to purchasing equipment:

1. The test-pump's pump curve (TDH 125 gpm from TDH of ~45 ft; min 2 hp).;
2. A picture and cut sheet for the flow meter;
3. A cut sheet of the 3-in. discharge pipe and calculated friction loss for 350 feet at 125 gpm.

Sampling

Test well sampling during pumping will be conducted by a third party engineering company (LRE Water, Denver, Co.) using the sample port on the top of the test manifold. The Contractor does not need to be present during well sampling.

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

AGREEMENT

The Contractor will provide their standard drilling contract with their bid. The Town may negotiate specific terms with the Contractor. However, this RFP and following terms and conditions below will be considered part of the contract "agreement."

Insurance

The Contractor will be required to provide an insurance certificate that meets the requirements of the Town and are available upon request.

Work Schedule

Regular work hours are M-F 7 am to 7 pm unless otherwise approved by the Town. We anticipate the project will take approximately 6 days to complete.

Rig Access

Rig access is through a gate near the corner of County Road (CR) 26 and CR "11 ¼" and then generally along the white paths marked on **Figure 2**. Access will have been demonstrated during the drilling phase. However, if access improvements are required, we request the Contractor provide 48-hour notice for the Town to improve access. No standby time will be allowed during those 48 hours.

Bids and Payment

All work will occur at the unit rates provided in the bid sheet or based on a similarly itemized proposal provided. Mobilization includes all project planning, equipment rentals, travel, fuel, water hauling, drilling expenses, profit, per diem, and activities that do not have specified bid items. Payment will be made by the Town of Firestone.

Standby time can be charged if there is excessive time waiting on the Engineer as long as that time is longer than then the Engineer has been waiting on the Contractor. Waiting for equipment, personnel, setting up and warming up equipment, and adverse site conditions or weather are not considered standby. Therefore, any standby time will be negotiated after the job is complete.

Lost or Damaged Equipment

The Town or its Engineer will not be responsible for normal wear and tear on downhole items such as auger flights, drill bits, or lost or damaged testing equipment.

Bid Date and Contracting Schedule

Please complete and execute the bid form below and email it to Dennis McGrane (dennis@mcgranewater.com) by **Friday August 22, 2025 at 2:00 pm**. If the bid format is incomplete, please let us know prior to the bid date and we may accept a modified bid form alternative. The bid opening will not be public, but bid results will be released by the Town sometime after the bid once contractor selection has been made. We anticipate that the Town will award the contract at their

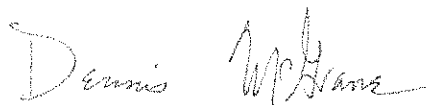
McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

September Town Board meeting . All testing must be completed by October 31, 2025. Please provide your earliest anticipated mobilization date on the bid sheet. If you have any questions, please give us a call.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.



Dennis McGrane, P.E., C.P.G.

Principal Engineer/Hydrogeologist

BID FORM

Town of Firestone- Vogl-Steiner Well Development and Testing						
Task	Description	Amt	Unit	Unit Cost \$		Cost \$
1	Mob/Demob (incl. travel, per diem, materials, fuel, equip rentals, site restoration)	1	LS	\$	LS	\$
2	Well Development Set Up/Tear Down	2	each	\$	ea	\$
3	Well Development (labor and fuel) 1 hr each well	2	hrs	\$	/hr	\$
3	Provide, Install and Remove Test Pumping Equipment (2 well sites)	2	each	\$	ea	\$
4	Two Step and Constant Rate Pump Tests (5 hr step + 48 hr CR tests each site)	106	hrs	\$	/hr	\$
Total \$						\$

CONTRACTOR BID AND ACKNOWLEDGEMENT

The Contractor acknowledges the above terms and conditions and is submitting the bid above in good faith based on the unit rates provided.

Contractor: _____ Date: _____

Contractor Signature _____ Anticipated Mobilization Date: _____

Contractor Name (Printed) _____ Title: _____

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

EXHIBIT B: BID

(see attached 3 pages)



Hydro Resources - Rocky Mountain, Inc
13027 County Road 18, Unit C
Fort Lupton, CO 80621
Phone (303) 857-7540
Fax (303) 857-3826

August 27, 2025

McGrane Water Engineering, LLC
1669 Apple Valley Road
Lyons, CO 80301

ATTN: Mr. Dennis McGrane
Project: Town of Firestone – Vogl/Stinar Two Well Development & Testing Project

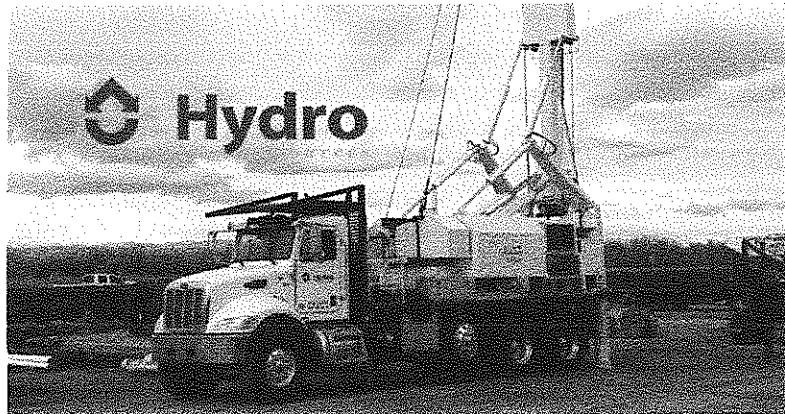
Mr. McGrane,

Hydro Resources (HR) is pleased to present the following proposal for well development and testing services for the Vogl-Stinar Wells for the Town of Firestone. HR has a history of performing successful well development and testing. HR wishes to outline our understanding of the scope of work. Before reviewing the project details, HR would first like to stress our commitment to the Town of Firestone to providing a company committed to making Health & Safety our number one priority on this project. HR has broken down the proposal into the following units:

- I. Technical Approach and**
- II. Associated Costs**
- III. Clarifications**

I. Technical Approach

HR has multiple pump rigs and support equipment that can be utilized for this scope. HR plans on utilizing a SMEAL 10T (or equivalent) 10 Ton Capacity rig.



Well Development & Testing

HR has reviewed the specifications provided by McGrane Water Engineering and wishes to outline our understanding.

- Mobilize pump service crew to the well designated by McGrane Engineering and set up.
- Install airlift equipment.
- Develop the well as outlined for a period of one hour per well.

- Remove airlift equipment.
- Install test pump capable of 125 GPM with outlined temporary discharge equipment.
- Perform a 5-hour step test.
- Perform a 48-hour constant rate test (continuously 24/7 & outside of working hours.)
- Report findings to McGrane Water Engineering and assist with water quality sampling collection.
- Remove test pump.
- Rig down and move over to next selected site repeating the above protocol.

II. Associated Costs

See attached bid sheet.

III. Clarifications

- HR has reviewed the specifications issued.
- HR has assumed working on each well, one at a time.
- HR has assumed level, unobstructed access for the pump rig, support equipment and discharge line.
- HR has included all fuel costs.
- HR has not included taxes.
- HR has assumed that the discharge line mentioned in the specifications is for temporary installment only and will be used for airlifting and aquifer testing only and removed.
- HR has assumed no fluids require being hauled offsite.
- HR acknowledges that hours were listed as 7 AM to 7 PM; but wishes to specify that the constant rated test of 48 hours would be continuous 24/7.
- The bid is a complete package and cannot be modified without prior written authorization from HR. The final invoice will reflect actual quantities utilized in the field which are properly documented multiplied by the unit rates quoted.

We are confident that the Town of Firestone and McGrane Water Engineering will be impressed with our professional water supply services and look forward to the opportunity to work together. Please contact us at your earliest convenience with any questions or concerns you may have.

Sincerely,

Hydro Resources

Chelsea Borneman

Chelsea Borneman
Business Development
Hydro Resources
cborneman@hydroresources.com

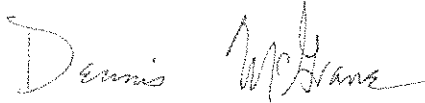
Jason Barnum

Jason Barnum
Vice President / Business Development
Hydro Resources
jbarnum@hydroresources.com

September Town Board meeting . All testing must be completed by October 31, 2025. Please provide your earliest anticipated mobilization date on the bid sheet. If you have any questions, please give us a call.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.



Dennis McGrane, P.E., C.P.G.

Principal Engineer/Hydrogeologist

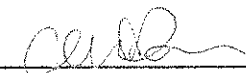
BID FORM

Town of Firestone- Vogl-Steiner Well Development and Testing					
Task	Description	Amt	Unit	Unit Cost \$	Cost \$
1	Mob/Demob (incl. travel, per diem, materials, fuel, equip rentals, site restoration)	1	LS	\$ 5,000.00	LS \$ 5,000.00
2	Well Development Set Up/Tear Down	2	each	\$ 1,180.00	ea \$ 2,360.00
3	Well Development (labor and fuel) 1 hr each well	2	hrs	\$ 400.00	/hr \$ 800.00
3	Provide, Install and Remove Test Pumping Equipment (2 well sites)	2	each	\$ 3,500.00	ea \$ 7,000.00
4	Two Step and Constant Rate Pump Tests (5 hr step + 48 hr CR tests each site)	106	hrs	\$ 335.00	/hr \$ 35,510.00
Total \$					\$ 50,670.00

CONTRACTOR BID AND ACKNOWLEDGEMENT

The Contractor acknowledges the above terms and conditions and is submitting the bid above in good faith based on the unit rates provided.

Contractor: Hydro Resources - Rocky Mountain, Inc Date: 08/27/2025

Contractor Signature  Anticipated Mobilization Date: Late September

Contractor Name (Printed) Chelsea Borneman Title: Business Development

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

Town of Firestone- Vogl-Steiner Well Development and Testing											
Task	Description	Bidder: Crandall Drilling				Layne		Colorado Water Well (aka Pump Man)		Hydro Resources	
		Amt	Unit	Unit Cost \$	Cost \$	Unit Cost \$	Cost \$	Unit Cost \$	Cost \$	Unit Cost \$	Cost \$
1	Mob/Demob (incl. travel, per diem, materials, fuel, equip rentals, site restoration)	1	LS	\$ 26,500.00 LS	\$ 26,500.00	\$ 12,000.00 LS	\$ 12,000.00	\$ 19,520.00 LS	\$ 19,520.00	\$ 5,000.00 LS	\$ 5,000.00
2	Well Development Set Up/Tear Down	2	each	\$ 2,750.00 ea	\$ 5,500.00	\$ 8,800.00 ea	\$ 17,600.00	\$ 3,875.00 ea	\$ 7,750.00	\$ 1,180.00 ea	\$ 2,360.00
3	Well Development (labor and fuel) 1 hr each well	2	hrs	\$ 2,500.00 /hr	\$ 5,000.00	\$ 2,800.00 /hr	\$ 5,600.00	\$ 415.00 /hr	\$ 830.00	\$ 400.00 /hr	\$ 800.00
3	Provide, Install and Remove Test Pumping Equipment (2 well sites)	2	each	\$ 5,000.00 ea	\$ 10,000.00	\$ 21,000.00 ea	\$ 42,000.00	\$ 5,820.00 ea	\$ 11,640.00	\$ 3,500.00 ea	\$ 7,000.00
4	Two Step and Constant Rate Pump Tests (5 hr step + 48 hr CR tests each site)	106	hrs	\$ 165.00 /hr	\$ 17,490.00	\$ 750.00 /hr	\$ 79,500.00	\$ 280.00 /hr	\$ 29,680.00	\$ 335.00 /hr	\$ 35,510.00
Total \$				\$ 64,490.00		\$ 156,700.00		\$ 69,420.00		\$ 50,670.00	
Anticipated Mobilization Date =					10/10/2025		9/15/2025		9/7/2025		Late September

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Discussion/Action

Meeting Date: October 8, 2025

Initiated By: Kiran Bhusal

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-105: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SEH, INC. PERTAINING TO THE TOWN OF FIRESTONE ST. VRAIN RIVER PEDESTRIAN BRIDGE PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 25-105, approving an agreement with Short Elliott Hendrickson, Inc. (SEH) and authorizing the expenditure of funds.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-105.

Approval with Conditions: The Board moves to approve Resolution 25-105, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-105.

No Action: The Board provides staff with specific instructions to modify Resolution 25-105 and return at a future date.

SUMMARY

This agreement is with Short Elliott Hendrickson, Inc. (SEH) is to provide pre-construction and design services for a new pedestrian bridge over the St. Vrain River.

The Board of Trustees previously identified the trail crossing of the St. Vrain River near I-25 and Frontage Road as both a safety concern and a critical connection within the Town's trail system. The proposed bridge will link the Barefoot Lakes trail system with the St. Vrain State Park trails and ultimately provide access to the St. Vrain River Trail extending into Longmont.

In March 2024, the Town contracted with SEH to complete a feasibility study that included data collection, conceptual design, alternative evaluations, and a final report. The study was completed and delivered to the Town in April 2025.

Following this, on September 3, 2025, the Town issued a Request for Proposals (RFP) for engineering design services for the pedestrian bridge. Three proposals were received and evaluated, and SEH was selected as the top-ranked firm based on qualifications and evaluation criteria.

SEH has submitted a project scope and fee of \$341,810. The design phase is anticipated to take 12–14 months. Upon completion, the Town will move forward with soliciting bids for construction.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$341,810.00. The proposed 2026 Budget includes \$3,500,000 for the total project budget for St. Vrain River Pedestrian Bridge design and construction, with a \$3,500,000 reimbursement from Barefoot Lakes, LLC.

HISTORY AND PREVIOUS BOARD ACTION

On July 23, 2025, the Town entered into an agreement with Barefoot Lakes, LLC for the reimbursement of design and construction services related to the new pedestrian bridge over the St. Vrain River. Under the terms of the agreement, Barefoot Lakes, LLC will reimburse the Town for design services up to \$500,000.00 and construction services up to \$3,000,000.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-105 SEH Inc (St Vrain River Pedestrian Bridge Design)
2. S2025-9258 St. Vrain River Pedestrian Bridge Design Contract-SEH signed

RESOLUTION NO. 25-105

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND SEH, INC. PERTAINING TO THE
TOWN OF FIRESTONE ST. VRAIN RIVER PEDESTRIAN BRIDGE
PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional engineering design services related to the Town of Firestone St. Vrain River Pedestrian Bridge Project (“Project”); and

WHEREAS, the Town issued an request for proposals (“RFP”) proposals for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the RFP and finds that Short Elliott Hendrickson, Inc. (“SEH”) is the lowest responsible, responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that SEH has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select SEH as the top ranked consultant for the RFP and to enter into a Professional Services Agreement with SEH to provide the design services and perform the work as described in Professional Services Agreement, attached hereto as Exhibit A.

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

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

PASSED AND ADOPTED this 8th day of October, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and Short Elliott Hendrickson Inc. (SEH) an independent Consultant with a principal place of business at 2000 South Colorado Boulevard, Suite 1200, Denver, Colorado 80222 ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **St. Vrain River Pedestrian Bridge Design (S2025-9258)**.
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed **\$341,810.00**. This amount shall include all fees, costs and

expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

V. OWNERSHIP

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

VI. INDEPENDENTCONSULTANT

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

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

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

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

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

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

TOWN OF FIRESTONE, COLORADO

Don Conyac.Jr, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONSULTANT

By: 
Stephen Kaye, Principal



St. Vrain River Pedestrian Bridge Design

Town of Firestone, CO

SEH Scope of Services

This document outlines the SEH's proposed scope of professional services for the St. Vrain River Pedestrian Bridge Design project. These services include hydrology and hydraulics engineering (H&H), topographic survey, geotechnical engineering, environmental permitting, subsurface utility engineering, utility coordination, structural engineering, trail design, ROW evaluation, and engineering services during bidding and construction phases.

For further details regarding the project scope items listed below, please refer to the attached Assumptions and Exclusions document.

Scope of Professional Services

Task 1: Project Management

1. Develop and maintain a project work plan, schedule, budget, a Project Management Plan (PMP), a Quality Management Plan (QMP), and design criteria
2. Conduct monthly design progress meetings and attend stakeholder meetings as needed.
3. Prepare a presentation and present at the Town's Board meeting
4. Prepare meeting agendas and minutes
5. Prepare monthly invoices and progress reports including the upcoming work

Task 2: Site Investigation and Data Collection

1. Perform topographic and boundary survey of the project area
2. Provide Subsurface Utility Engineering (SUE) services
 - 2.1. Phase 1: Horizontal utility locates
 - 2.2. Phase 2: Vertical utility locates
3. Identify utility conflicts and reach out to the utility owners to coordinate relocation and protection needs
4. Provide geotechnical engineering and soil testing services

Task 3: Environmental Assessment

1. Perform environmental surveys as outlined in the Assumptions and Exclusions document



2. Document environmental conditions and constraints (wetlands, floodplains, habitat, cultural resources)
3. Prepare environmental reports and USACE 404 Permit documentation

Task 4: ROW Evaluation and Support

1. Order Ownership & Encumbrance (O&E) reports for the two properties within the project area
2. Obtain Title Commitments and prepare ROW maps
3. Identify ROW impacts and proposed ROW taking and easements
4. Prepare updated Legal Descriptions for the proposed design
5. Provide reports and exhibits to support the Town in ROW and easement acquisition processes
6. Provide temporary staking for appraisal viewing

Task 5: Preliminary Design

1. Perform H&H modeling and analysis to determine an optimized hydraulic opening at the proposed bridge location
2. Obtain the existing CLOMRs and LOMRs and conduct a no-rise analysis
3. Perform a structure selection process and prepare a memo
4. Coordinate with a bridge fabricator to obtain preliminary bridge reactions
5. Perform preliminary abutment, wingwall, and retaining wall designs
6. Prepare a preliminary trail alignment

Task 6: Final Design and Construction Documents

1. Perform scour analysis and protection design
2. Coordinate with the bridge fabricator to obtain final bridge reactions, standard details, and specifications
3. Finalize the design of the structural elements
4. Finalize the proposed trail alignment and design
5. Prepare final plans, specifications, and estimates (PS&E)

Task 7: Bid Phase Engineering Services

1. Prepare bid documents
2. Attend a pre-bid meeting
3. Respond to bidder questions
4. Prepare bid tabulations and evaluate bids



10/1/2025

5. Provide recommendation for award

Task 8: Construction Phase Engineering Services

1. Review submittals and shop drawings
2. Respond to the Contractor's RFI's

Task 9: Additional Engineering Services

1. To further support the Town of Firestone, SEH will provide additional engineering services as directed by the Town.

Deliverables

- Preliminary design submittal package
- Final design submittal package
- Bid documents
- Environmental reports and permit documents
- Hydraulics memo
- Geotechnical report
- Letter of "no-rise" certificate (if applicable)
- Structure selection memo
- Utility conflict resolution memo
- Town Board meeting presentation contents and graphics

St. Vrain River Pedestrian Bridge Design (S2025-9258)
 Design Fee Estimate
 Town of Firestone, CO



	Task	SEH Hours	Subconsultant Fee	Total Task Fee
1	Project Management	130	\$ -	\$ 28,928
2	Site Investigation and Data Collection	191	\$ 13,483	\$ 55,354
3	Environmental Assessment	109	\$ 2,000	\$ 23,086
4	ROW Evaluation and Support	62	\$ 1,700	\$ 14,958
5	Preliminary Design	267	\$ 45,000	\$ 104,956
6	Final Design and Construction Documents	137	\$ 30,000	\$ 61,200
7	Bid Phase Engineering Services	27	\$ -	\$ 6,515
8	Construction Phase Engineering Services	41	\$ -	\$ 10,190
9	Additional Services (12%)*	-	-	\$ 36,622
	Estimated Project Totals	964	\$ 92,183	\$ 341,810

* Such services will be identified as needed during the design phase and will only be performed upon receiving written authorization from the Town.



St. Vrain River Pedestrian Bridge Design

Town of Firestone, CO
SEH Assumptions & Exclusions

General

1. Any scope item not explicitly included is explicitly excluded.
2. The fees in this proposal assume Notice to Proceed (NTP) will occur within the calendar year 2025 and a contract end date of December 31, 2026, or sooner. If NTP or the project extends beyond these, fees may be reviewed and adjusted.
3. Scope includes one (1) site meeting, up to two (2) in-person milestone meetings, virtual monthly progress meetings, and attendance at the pre-bid and pre-construction meetings.
4. Property owner meetings are not included in this scope.
5. Scope includes all efforts for preparing and presenting a presentation for the Town's Board Meeting. Additional public involvement or stakeholder engagement services beyond the presentation are recommended but not currently included in this scope.
6. Scope includes addressing one round of review comments per submittal (total of two) from the Town and other agencies.
7. Final design deliverables include construction plans, specifications, estimated quantities, and Engineer's Opinion of Probable Construction Cost (OPCC).

Survey, SUE, and ROW

1. Survey scope includes topographic and utility survey of the project site.
2. Scope assumes up to two (2) title commitments and up to five (5) Legal Descriptions.
3. Scope includes temporary parcel staking.
4. Scope excludes survey monumentation.
5. Scope of Subsurface Utility Engineering (SUE) includes horizontal and vertical locating (up to Quality Level A) of the existing buried and overhead utilities. The scope assumes up to five (5) 8-inch core utility potholes.
6. Scope includes utility conflict identification and utility coordination with up to three (3) utility owners.
7. ROW acquisition for temporary easements, permanent easements, or property is not included in this scope.



Structural

1. Structural scope includes full coordination with one bridge fabricator.
2. Structural design scope includes design of cast-in-place (CIP) concrete abutments, CIP wingwalls, and one (1) type of retaining wall in accordance with AASHTO LRFD Specifications, CDOT Bridge Design Manual, and the Town of Firestone Standards. Additional efforts and a fee adjustment may be required to incorporate stakeholder standards and specifications.
3. Scope includes preparing a high-level structure selection memo that outlines the structural-related decisions made and the reasoning behind them.

Trail Design

1. Scope includes up to two trail alignment alternatives during the preliminary design phase. Only one alignment will be brought through final design.

Geotechnical

1. Geotechnical scope assumes a total of four (4) exploratory borings; two (2) borings will be drilled for the proposed bridge structures one (1) boring at each end of the bridge) and two (2) shallow borings will be drilled along the proposed trail approaches. The bridge borings will be drilled to depths of about 20 to 30 feet below the ground surface and the trail borings will be drilled to a depth of about 5 feet.
2. The borings will be drilled to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to estimate the ground-water level and depth to bedrock, if encountered within the drilled depth.
3. Scope assumes the boring locations will be accessible to a conventional truck mounted drilling rig. Access requiring tracked or all-terrain drilling equipment will require an increased cost to the proposed fee.
4. Scope assumes traffic control and permits are not required to perform the field investigation.

Environmental

1. Environmental scope includes site surveys and necessary desktop reviews to prepare an Aquatic Resource Delineation report, wetland delineation, a pre-construction notification (PCN), and endangered species reports.
2. Scope includes a Nationwide Permit#14 for Linear Transportation Projects.
3. The environmental scope also includes a survey for cultural and/or historical resources under Section 106 of the National Historic Preservation Act (NHPA). The scope



assumes no such resources are present within the project area, and this survey serves as due diligence to verify that assumption. Any additional efforts beyond this verification are excluded from the scope but can be provided for an additional fee, if needed.

4. Wetland credit fees or procurement efforts are not included in this scope and are assumed to be fulfilled by the Town.

Hydrology and Hydraulic (H&H)

1. Scope includes 1-D HEC-RAS and 2-D SRH-2D (or other) hydraulic analyses.
2. Scope will conduct a no-rise analysis based on all current and proposed CLOMR/LOMRs and current models to determine the areas of impact within the current floodway and floodplain.
3. Scope includes scour analysis and scour protection design based on current models obtained from Weld County and FEMA.
4. H&H design scope assumes that a “no-rise” condition in the hydraulic model is achievable. If this outcome is deemed not feasible during the preliminary design phase, a scope and fee adjustment would be required. These additional services would most likely include FEMA’s map revision process, typically involving a Conditional Letter of Map Revision (CLOMR) followed by a Letter of Map Revision (LOMR).

Bid Phase Engineering Services

1. Scope assumes responding to up to 10 bid questions and creating up to 1 bid addendum.

Construction Phase Engineering Services

1. This proposal assumes a bridge fabricator will be selected during design and used for construction. This effort does not include redesigning bridge abutments or foundations for a different bridge fabricator than the one used during the design phase.
2. Scope of construction phase services assumes review of up to four (4) shop drawings and responding to up to three (3) RFI’s.
3. Construction management/administration, material testing, site visits and RPR services are not included in this scope.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Discussion/Action

Meeting Date: October 8, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-107: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE 2025-2055 WATER ACTION PLAN UPDATE

RECOMMENDATION

Staff recommends approval of Resolution 25-107, a resolution approving implementation of the Water Action Plan 2025 Update.

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

The Town of Firestone Water Action Plan (Action Plan) 2025 Update is an update to the 2020-2055 Water Action Plan adopted in March 2020.

The Action Plan outlines current and projected water use within the Firestone Service Area, identifies infrastructure and raw water supply needs, and estimates spending requirements over the next 30 years.

FINANCIAL CONSIDERATIONS

While the adoption of the Water Action Plan 2025 Update does not have a financial requirement, the implementation of the plan will involve projects that will be presented to the Board for consideration in the future, and funding for those projects will be provided at that time.

HISTORY AND PREVIOUS BOARD ACTION

On March 25, 2020, the Board of Trustees approved Resolution 20-39, adopting the 2020-2025 Water Action Plan, which serves as the guiding document for several critical water infrastructure projects that the Town has completed over the past five years.

On September 24, 2025, the water team presented a detailed overview and answered questions related to the Water Action Plan update.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res No 25-107 Water Action Plan 2025 Update
2. 00_FINAL_TWF 2025 Water Action Plan_reduced

RESOLUTION NO. 25-107

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE
2025-2055 WATER ACTION PLAN UPDATE**

WHEREAS, the Board of Trustees (“Board”) of the Town of Firestone (“Town”) in recognition of the importance of water resources for the Town’s growth and economic wellbeing sought to update a long range water action plan; and

WHEREAS, to update such a plan, the Town Board selected and retained, based upon their skills, expertise and participation in the Firestone Water Team (“FWT”), Leonard Rice Engineers, Inc., (“LRE”), Colorado Civil Group, Inc (“CCG”), WestWater Research (“WWR”) and Lawrence Custer Grasmick Jones & Donovan LLP (“LCGJD”); and

WHEREAS, FWT has developed the “Town of Firestone Water Action Plan 2025 Update,” which addresses how the Town will meet its projected raw and treated water demands from current day to 2055; and

WHEREAS, upon review, the Board finds that FWT Plan addresses the Town’s request and desires to adopt such as the Town’s Water Action Plan 2025 Update.

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

The Board of Trustees of the Town of Firestone adopts the “Town of Firestone Water Action Plan 2025 Update,” in substantially the form as attached hereto and made a part of this Resolution.

PASSED AND ADOPTED this 8th day of October, 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



Water Action Plan 2025 Update



Prepared for:

Town of Firestone

SEPTEMBER 2025
1527TWF



The technical material in this report was prepared under the supervision of the undersigned.



Andrew Case, P.E., LRE Water

The following members of the Firestone Water Team contributed to the preparation of this report.

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Lawrence Custer Grasmick Jones & Donovan, LLP	Wesley Knoll, Esq.

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Appendices

Appendix A. Dry-Year Water Supply Analysis

1. Introduction and Background

The Town of Firestone ("Firestone", "Town") commissioned its first Water Action Plan in 2017 with the vision of taking control of its water future. As a collaborative effort between the Town's staff and management, outside legal counsel from Lawrence Custer Grasmick Jones & Donovan LLP ("LC Water Law", "LCWL"), its long-time civil consultant at Colorado Civil Group ("CCG"), and water resource engineers from LRE Water, the 2020 Water Action Plan set a direction for water and land acquisition, infrastructure design and construction, and water rights initiatives to support the development of a robust and reliable water system that diversified the Town from its legacy of sole dependence on Colorado River water derived from the Colorado - Big Thompson Project ("C-BT") and the Windy Gap Project ("Windy Gap") through a water treatment agreement with the Central Weld County Water District ("Central Weld", "CWCWD").

Since then, the Town's water team has expanded to include WestWater Research ("WWR") as a contributing organization with expertise in water supply planning and water right acquisitions. Likewise, the scope, depth, and analytical rigor of this Water Action Plan Update has expanded to include insights from the Town's Planning and Development Department ("P&D") regarding anticipated growth, annexations, and approved subdivisions while incorporating the Town's resource and infrastructure achievements since the first Water Action Plan.

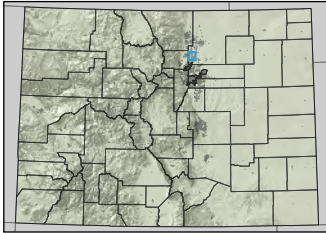
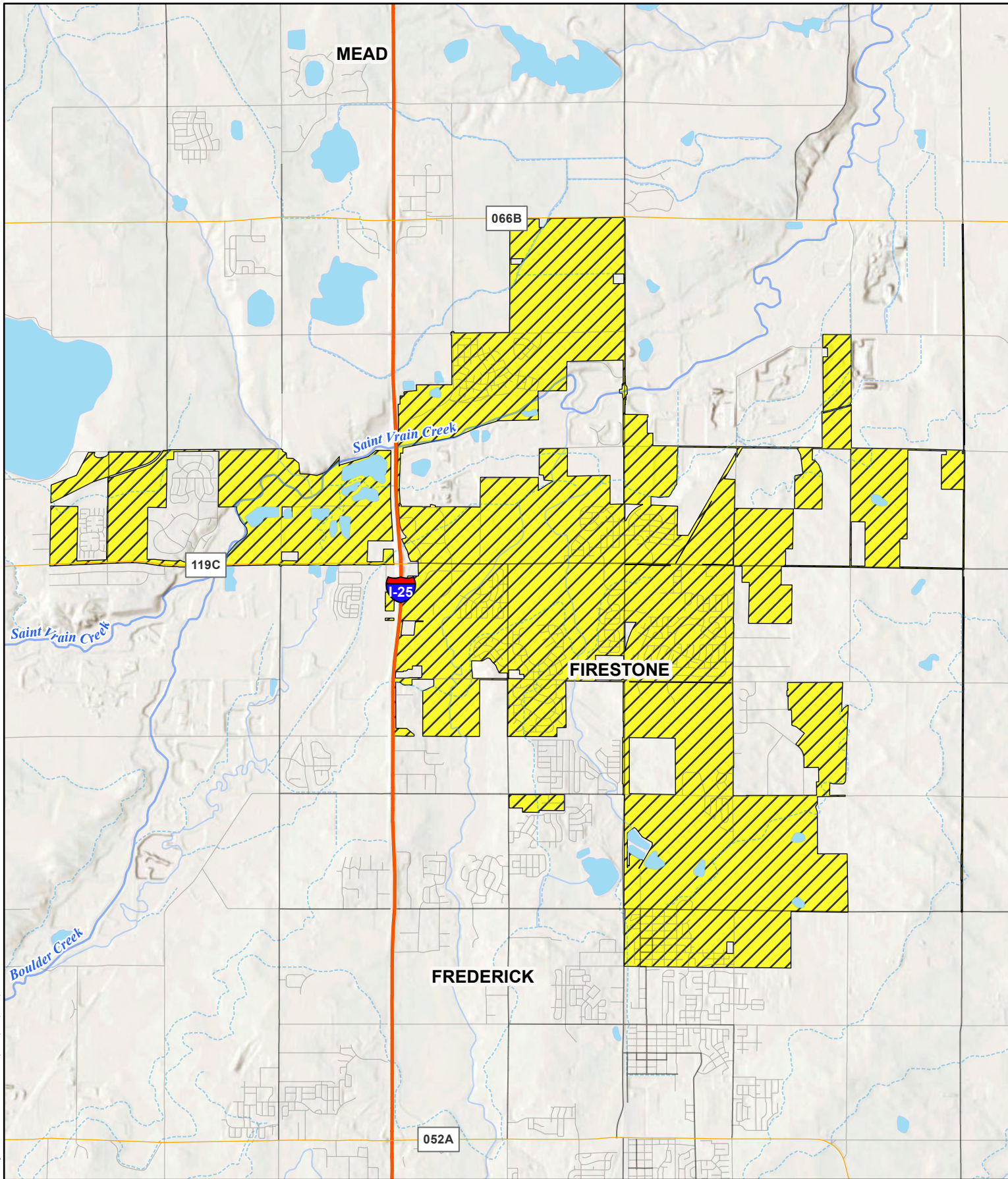
In the five years since the 2020 Water Action Plan, the Town has acquired shares in irrigation ditch companies with native water rights in the St. Vrain Creek watershed, gained water storage capacity in various reclaimed gravel pits, and constructed a 1.5 million gallon per day (MGD) water treatment plant with ultrafiltration, reverse osmosis process components, and a deep injection well for rejected water (brine) disposal.

2. Water Service in the Town of Firestone

Historically, water service in Firestone has been provided through distribution interconnects with the CWCWD system. CWCWD's system conveys treated water to the Town from the Carter Lake Filter Plant ("CLFP") in connection with Carter Lake, a storage reservoir of the C-BT Project. Since 2024, the Town's service area has received treated water supply through the new St. Vrain Water Treatment Plant ("SVWTP").

2.1 Town Municipal Growth Boundary

Firestone's town limits are shown on **Map 1** though the Town's growth boundary extends slightly past these limits. This boundary is the result of a combination of historical annexations, policy decisions based on planning efforts, and recommendations of Town staff. The area inside this boundary represents the area within which P&D has established zoning guidelines for all land uses including single-family ("SF") and multi-family ("MF") residential, commercial, industrial, public, and recreational and park uses.



 Firestone Town Limits

1527TWF | MAY 2025

0.3 0 0.3 0.6 0.9 1.2 1.5

SCALE: 1:70,000 Miles



MAP 1
GENERAL VICINITY
MAP



2.2 Municipal Water Providers in the Town Growth Boundary

The Town of Firestone is served by four distinct treated water suppliers as described below in **Table 1** with their respective service areas shown on **Map 2**.

Table 1. Firestone Water Providers by Population Served

Water Supplier	Town Population Served	Percent of Town Population
St. Vrain Water Treatment Plant	493	2%
Left Hand Water District	0	0%
Little Thompson Water District	3,388	18%
Central Weld County Water District	15,093	80%
Total	18,974	100%

2.3 Central Weld County Water District Agreement

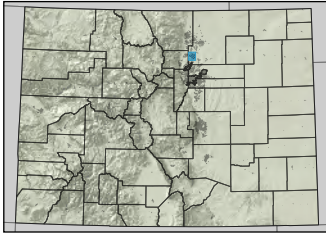
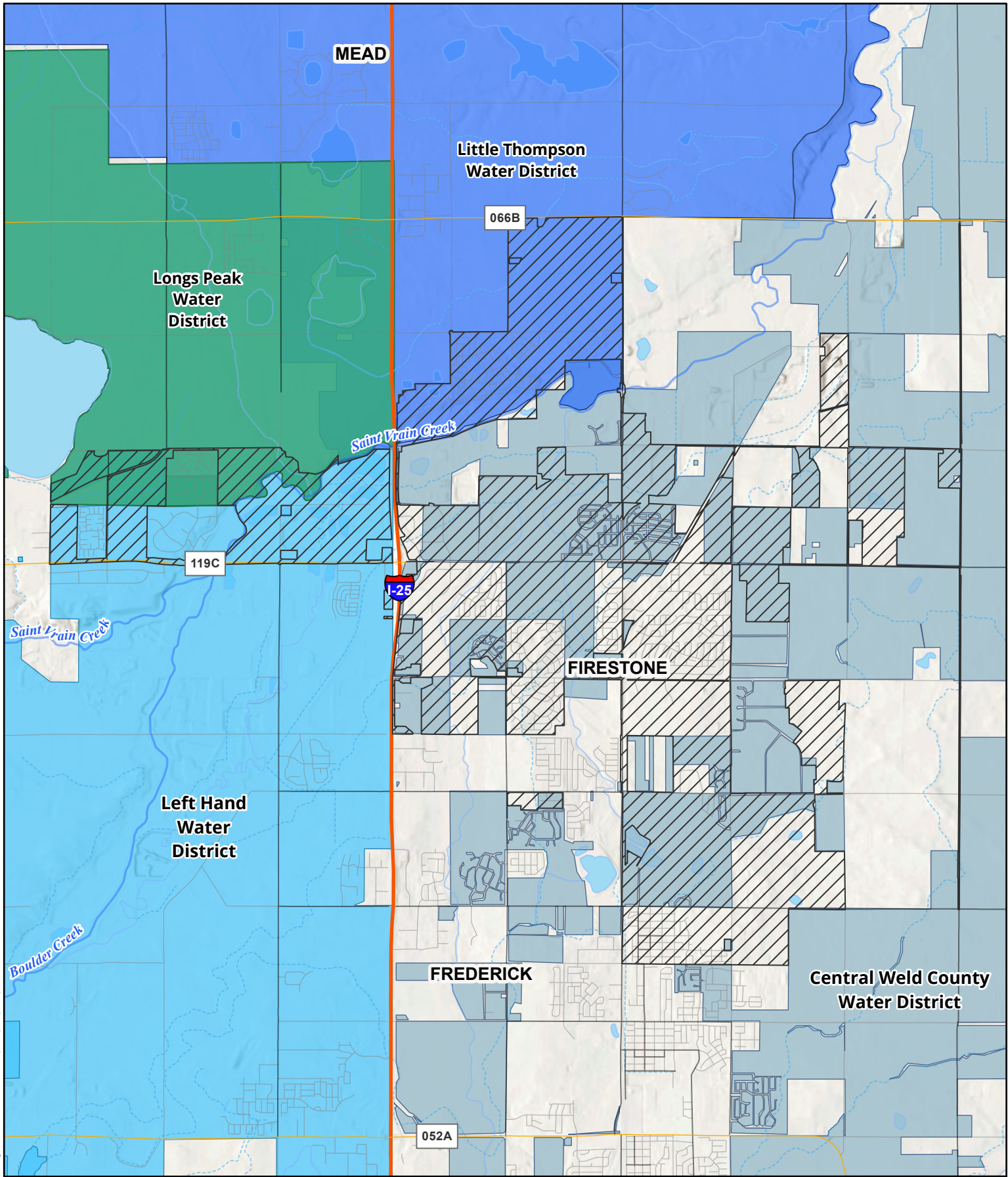
Firestone has had a water service agreement with the CWCWD since 1974 which has been amended occasionally to accommodate changing conditions. The agreement provides wholesale treated water service by delivering Firestone's C-BT water from Carter Lake to master meter interconnections with the Town's distribution system. The agreement also permits Central Weld to treat and deliver other supplies made available at Carter Lake, including Windy Gap water.

3. Current Water Use in the Town Service Area

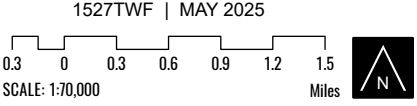
3.1 Town Water Meter Data by Use Type

As shown in **Figure 1**, total metered water consumption in the Town has generally increased between 2004 and 2024, consistent with a steady rise in the number of customer accounts. In 2024, the Town recorded its highest annual water use to date at 2,349 acre-feet (AF).

SF residential customers have consistently represented the largest share of total demand, accounting for an average of 67% over the past five years (**Figure 2**). Other notable customer classes include commercial (11%), irrigation (7%), and governmental uses (6%), with smaller contributions from mobile home parks (5%), MF housing (3%), industrial (1%), and hydrant meters (0.5%). In this case, irrigation use represents dedicated irrigation meters serving parcels not owned by the Town, such as HOA owned and maintained parks and communal areas.



- Firestone Town Limits
- Central Weld County Water District
- Left Hand Water District
- Longs Peak Water District
- Little Thompson Water District



1527TWF | MAY 2025

MAP 2
FIRESTONE WATER
SERVICE AREA

The logo for LRE Water, featuring the letters "LRE" in a bold, sans-serif font, followed by the word "WATER" in a smaller, all-caps, sans-serif font. The logo is set against a dark blue background.

Consumption trends exhibit year-to-year variability largely influenced by climatic conditions, particularly temperature and precipitation patterns. Periods of higher consumption generally correspond with drier years that result in greater irrigation and outdoor water use, as can be seen in 2012. Conversely, wetter years tend to result in reduced overall consumption. For example, total consumption in 2023 declined compared to 2022, reflecting a relatively wet year that reduced irrigation demands. While total consumption has fluctuated in response to annual weather conditions, recent trends indicate a relatively stable customer base and consistent usage patterns.

Figure 1. Firestone Water Providers by Population Served

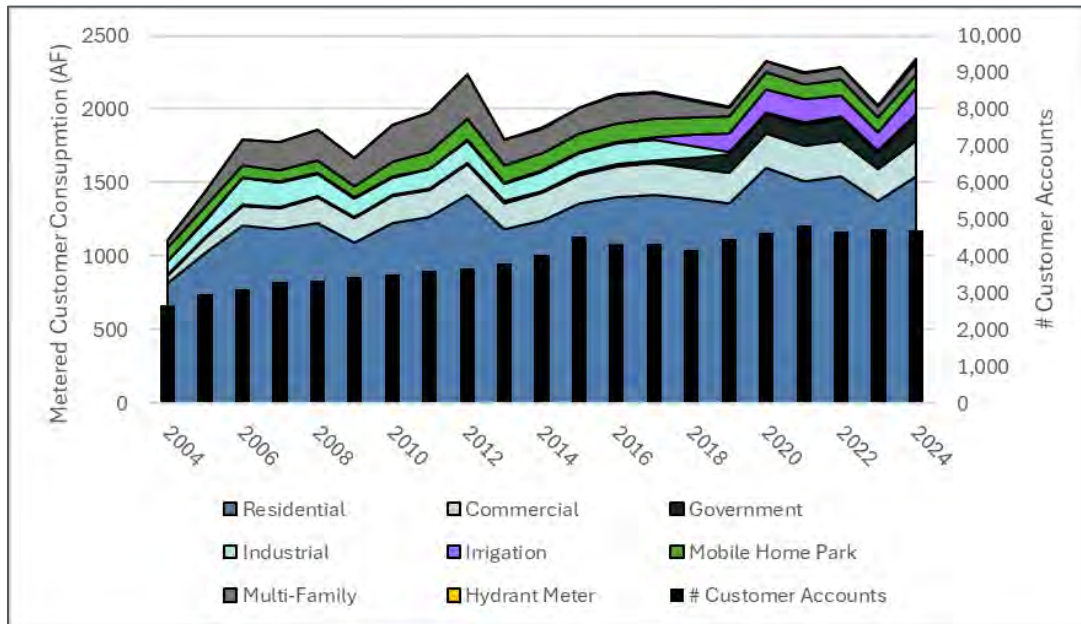
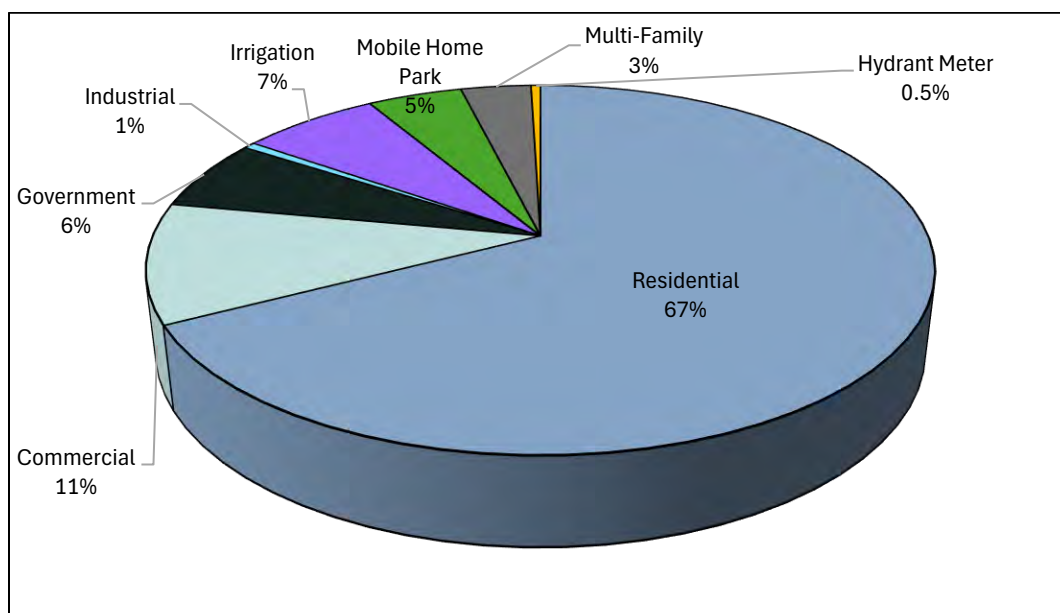


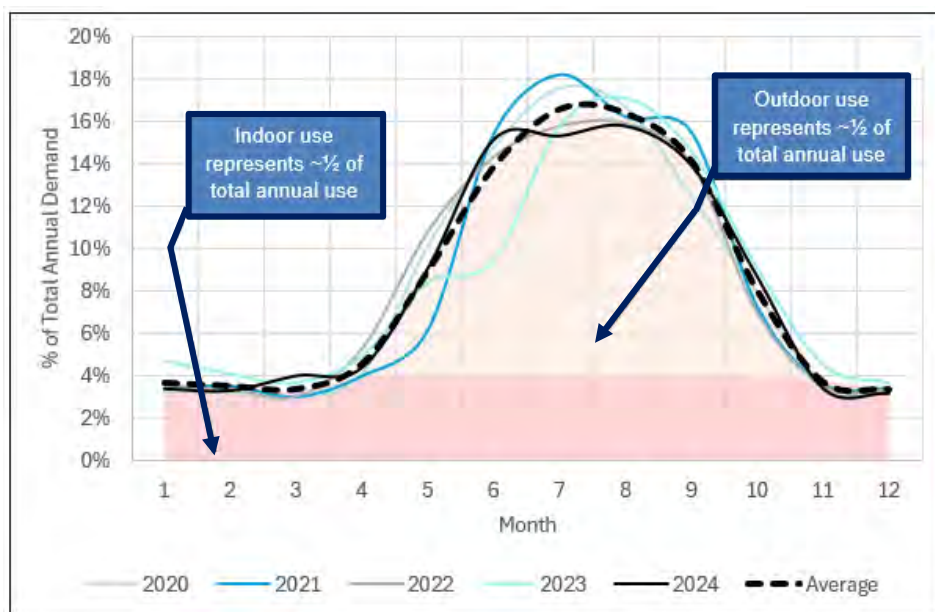
Figure 2. Average Annual Water Use by Customer Category



3.2 Seasonal Variations in Demand

Figure 3 illustrates the Town’s seasonal distribution of water demand from 2020 through 2024, expressed as a percentage of total annual demand by month. This seasonal trend reflects the influence of outdoor irrigation which is the primary driver of higher summer water use. While the overall shape of the demand curve is consistent from year to year, annual variability is evident and largely attributable to weather conditions. For example, 2023 exhibited a delayed summer peak compared to other years, corresponding to above-average spring precipitation. Conversely, 2020 and 2021 show elevated summer demands, consistent with drier conditions. Overall, the data highlights the strong seasonal nature of water use and the extent to which weather variability can influence short-term demand patterns.

Figure 3. Annual Water Demand Profile



4. Future Demand Projections

A primary motivation for the Town’s water resources planning effort is to adequately meet the water needs of the growing community. The Town anticipates continued population and economic growth over the next 30 years, and water supply strategies must align to meet this projected demand growth. This section provides a summary of the future water demand projections for the Town and a description and analysis of influential factors.

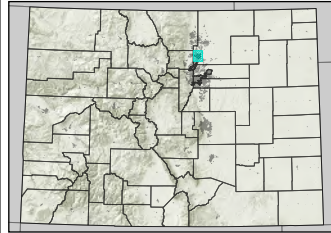
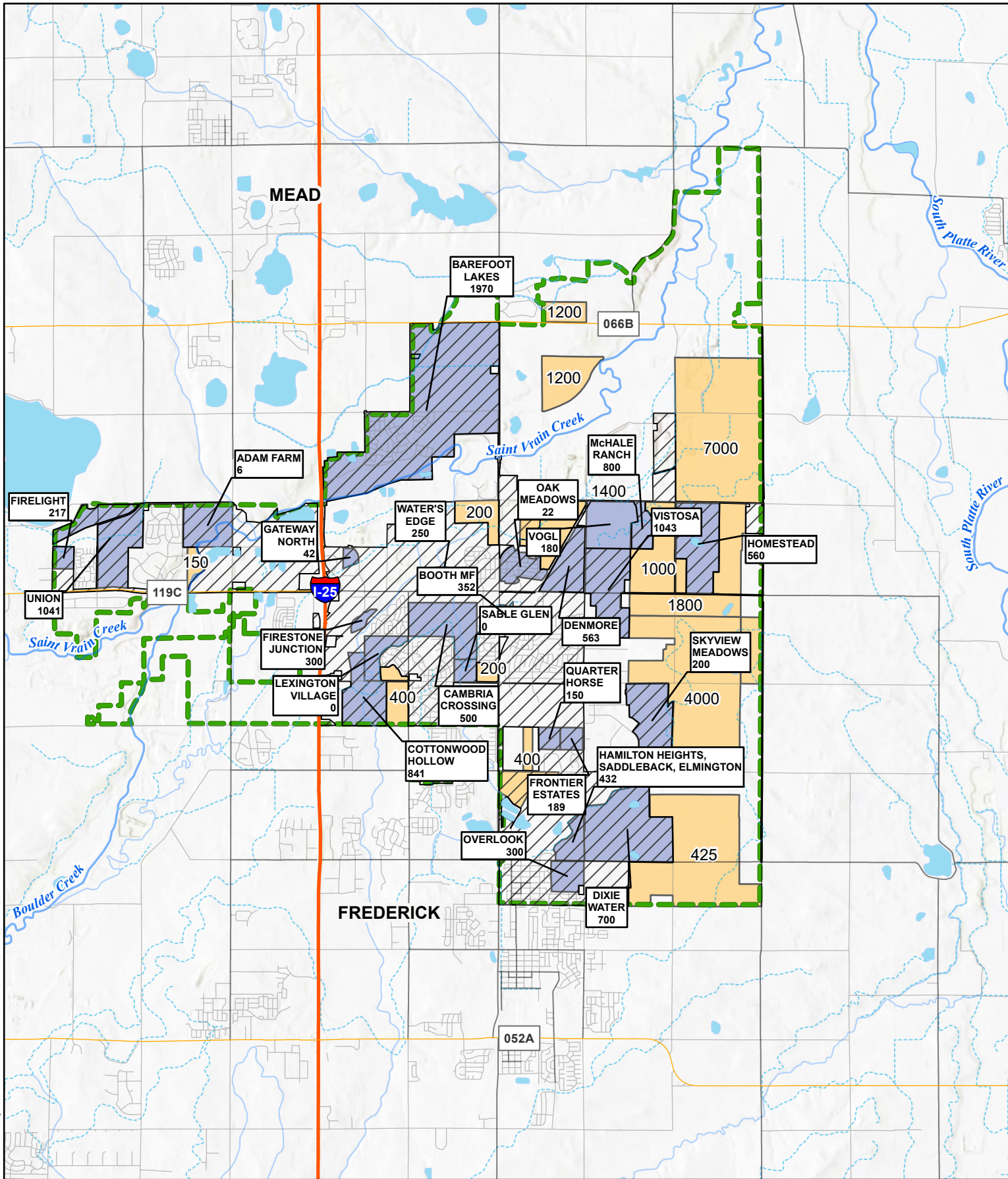
4.1 Development Forecast

The Town's P&D maintains an annual forecast of residential building permits for all active and planned developments within Firestone. This forecast combines data from approved development plans and final plats with the staff's expertise to estimate the number of new lots—or, in the case of MF projects, dwelling units—expected each year for known subdivisions and building complexes. For the purposes of this Water Action Plan Update, areas of identified future development are referred to as **Defined Growth Areas**. Generally, the Town has a higher level of certainty regarding the timing and extent of development within these Defined Growth Areas over the next 10 to 15 years.

Beyond the known developments, there are also areas within the Town's Growth Management Area ("GMA") zoned for residential development that do not currently have active development plans. These are referred to as **Undefined Growth Areas**. The number of lots or units located in these Undefined Growth Areas are estimated based on the Town's Comprehensive Plan land use designations and projected residential development rates derived from historical and anticipated trends. Development in the Undefined Growth Areas is expected to occur over a longer horizon, starting in approximately 10 years and continuing through full buildout of the GMA. The various growth areas as well as the Town's growth boundary are shown on **Map 3**.

The Town's P&D provided a projection of the number of new SF residential lots and MF units for a 30-year period ending in 2055. These projections were modified to create three distinct demand forecasts that vary based on the pace of new housing development. The three demand scenarios are summarized as follows:

- **High Growth:** applies an average annual growth rate of 500 to 600 new housing units per year for the 30-year period, as recommended by P&D. This high demand scenario represents a 25% to 50% increase relative to the current annual growth rate anticipated for 2025 but is aligned with the scale of development projects currently being constructed or in the early entitlement process. At this growth rate, all the named residential development projects provided by P&D as well as all the named, but currently inactive, projects are built out in the Defined Growth Areas within the 30-year model period with additional population growth occurring in the Undefined Growth Areas.
- **Medium Growth:** applies an average annual growth rate of 300 to 400 new housing units per year for the 30-year forecast period. This medium demand scenario represents the anticipated growth rate of 404 new housing units in 2025. At this growth rate, all the active and early entitlement housing projects are built out in the 30-year model period, with approximately 1,600 units associated with inactive but known development projects not yet constructed.
- **Low Growth:** applies an average annual growth rate of 200 to 300 new housing units per year for the 30-year forecast period. This low demand scenario represents the recent observed growth rates of 259 new units in 2023 and 278 new units in 2024. At this growth rate, approximately 2,600 units currently in the early entitlement process with P&D remain undeveloped, and all 2,100 units associated with inactive projects are not constructed over the 30-year model period.



- Firestone Town Limits
- Undefined Growth Boundary
- Defined Growth Boundary
- Growth Boundary

1527TWf | SEPTEMBER 2025

0.5 0 0.5 1 1.5 Miles

SCALE: 1:90,000



MAP 3
DEFINED/UNDEFINED
GROWTH BOUNDARIES

LRE WATER

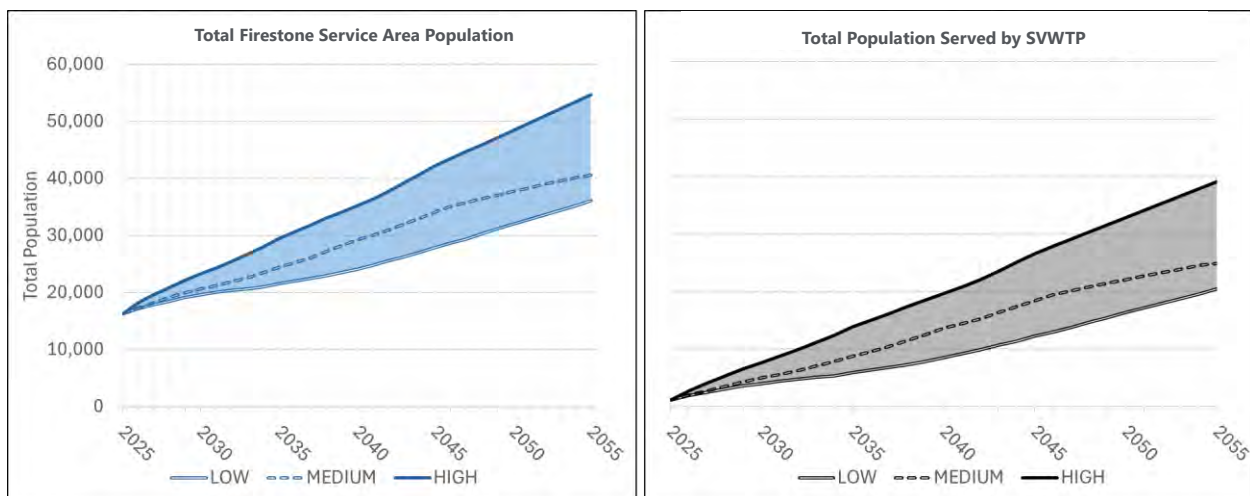
For this Water Action Plan update, water demand estimates were developed for each of the growth scenarios outlined above. The high demand growth scenario is estimated to be the most accurate representation of new water demands because it was directly provided by P&D and includes all known development projects. The other two scenarios provide useful perspectives on the associated approximate water demands if the Town does not grow as fast as currently anticipated.

4.2 Population Forecast by Service Area

Housing lot and unit counts from the P&D forecast were used to estimate the Town's future population by service area, based on average household sizes of 3.34 residents per SF lot and 1.62 residents per MF unit. These household estimates are periodically updated by Firestone to reflect changing demographics and housing trends.

Population projections for both the Town and the service area associated with the SVWTP under each of the three development scenarios are presented in **Figure 4**. To better represent long-term trends, the Compound Annual Growth Rate (CAGR) is used to account for the cumulative effect of year-over-year growth rather than assuming a constant annual increase. Based on the projections, the Town's population is expected to grow at a CAGR ranging from 2.8% to 4.2%, depending on the scenario.

Figure 4. Population Projections through 2055



Presently, the current demand in the Firestone Service Area is satisfied by water supplied through the Town's wholesale agreement with CWCWD and a small amount of water produced through the SVWTP that are then comingled in Firestone's distribution system. However, due to the limited availability of C-BT and Windy Gap water that can be treated in CWCWD's system, most of the Town's future growth will be serviced exclusively by water from the SVWTP. In **Figure 4** above, the left side shows the total demand in the Firestone Service Area over time while the right side represents the portion of that demand met by water treated at the SVWTP. The remaining portion of the total population and demand is met by water purchased by Firestone from Central Weld.

4.3 Demand Scenarios

The development forecasts were used to create three distinct “low”, “medium”, and “high” water demand scenarios, designed to reflect a range of possible future conditions. In addition to varying the rate of development as described above, other key demand drivers were adjusted as summarized in **Table 2**. These variables were selected based on their known influence on long-term water demands and were applied in combination to bracket a reasonable range of future demand outcomes for planning purposes. As stated above, the high demand scenario was based on current P&D projections and is assumed to be the most accurate and reliable representation of new future water demands available at this time.

Table 2. Demand Scenario Summary

Adjustment Factor	Scenario		
	Low Demand	Medium Demand	High Demand
Home Product Mix	25% MF, 75% SF	15% MF, 85% SF	5% MF, 95% SF
Single Family Home Lot Size	40% SF <4500sf; 35% SF >4500sf	20% SF <4500sf; 65% SF >4500sf	10% SF <4500sf; 85% SF >4500sf
Water Conservation Policy	Aggressive. Average use rates by category decline 20% over model period	Average use rates by category decline 10% over model period	No Change
Rate of Development	Low. Annual growth of 200-300 units per year	Medium. Annual growth of 300-400 units per year.	High. Annual growth of 500-600 units per year
Water Rates & Price Elasticity	Rates increase at 2x inflation (3.3% over inflation); Price Elasticity of -0.37; Use rates decline at 1.2% per year	Rates increase at 1.5x inflation (1.6% over inflation); Price Elasticity of -0.29; Use rates decline at 0.5% per year	Rates increase at inflation. No demand response.
Climate	No change	Outdoor use increases 5%	Outdoor use increases 10%

4.4 Future Water Demands by Sector

This section, organized by water use sector, builds upon the population projections described above by applying relevant unit water use rates to estimate overall demand volumes for each scenario.

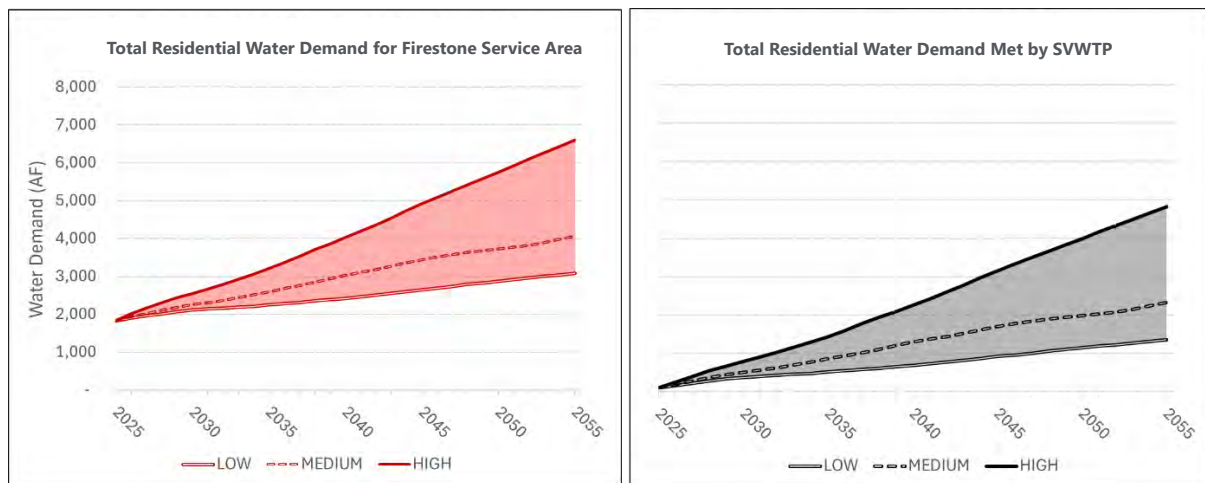
4.4.1 Residential Water Demands

Firestone’s billing records were used to estimate the average annual water demand per housing unit for both SF and MF customers. Given the anticipated shift in housing types over time, including a move toward more MF and small-lot SF development, unit demand rates were calculated separately for three categories of housing types:

- 0.25 AF/SFE/year for SF homes on lots smaller than 4,500 square feet,
- 0.36 AF/SFE/year for SF homes on larger lots, and
- 0.10 AF/unit/year for MF housing units.

These demand rates account for both indoor and outdoor water use on the individual lot, but do not include additional landscaping demands associated with residential developments, such as rights-of-way, greenbelts, stormwater facilities, or common areas. A summary of the Town’s total new residential water demands is provided in **Figure 5**.

Figure 5. Residential Water Demands

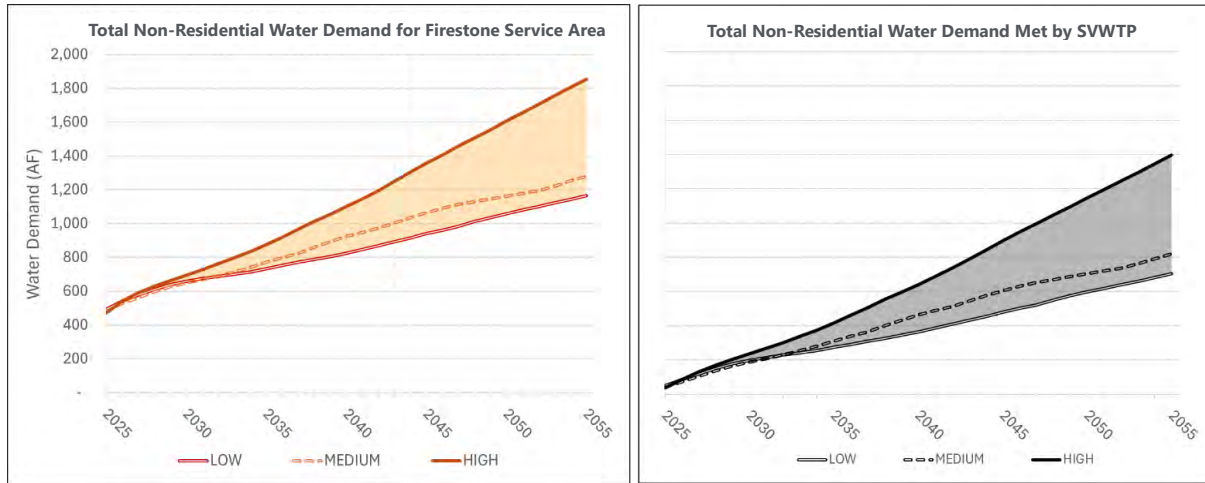


4.4.2 Non-Residential Water Demands

P&D anticipates the Town will maintain an approximate 80/20 percentage split between residential and non-residential development. This ratio was used to estimate the amount of acreage expected for non-residential land uses, such as commercial and light industrial. Based on the Town’s billing records, commercial development has averaged 1.4 AF per acre per year over the past five years. This value was used to project future non-residential water demands, shown below in **Figure 6**.

Currently, the Town currently has very few large commercial or industrial water customers; therefore, the current average water use rate may not accurately reflect more water-intensive types of industries such as breweries, food processors, or manufacturing facilities. As a result, the non-residential water demand projections should be updated over time. Ongoing coordination among Firestone’s departments through the development review process will help ensure that any large new water users can be adequately served by the Town’s water supply portfolio.

Figure 6. Non-Residential Water Demands



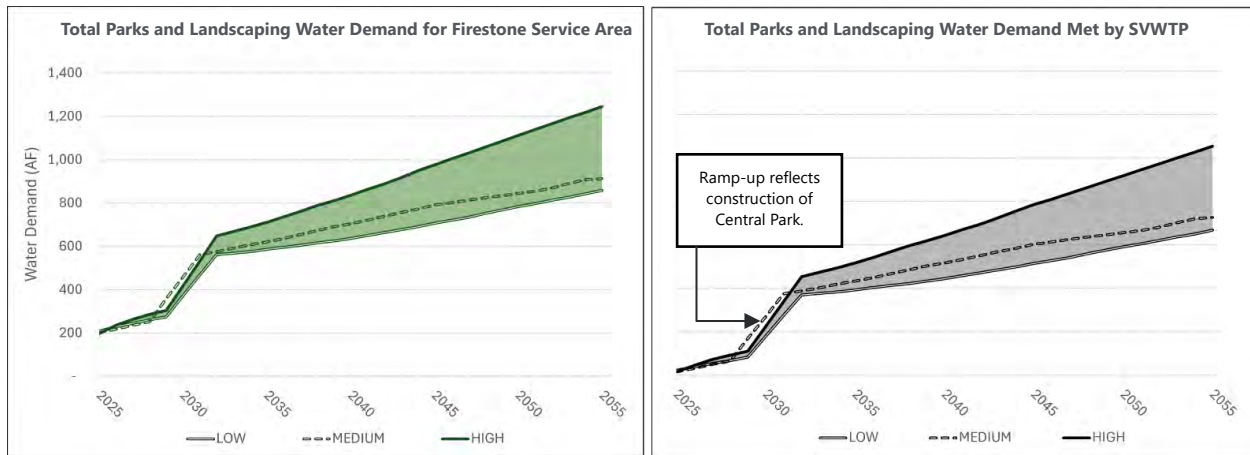
4.4.3 Parks and Landscaping Demands

Future park acreage was estimated based on Firestone’s Development Code, which requires a minimum dedication of 8.5 acres of parkland per 1,000 new residents. Of this total, 3.5 acres must be allocated to neighborhood and pocket parks, while the remaining 5 acres are designated for community parks.

Accurately estimating the timing of park construction is challenging. Large developments are often built in multiple phases over many years, and park construction can occur during any individual phase. Additionally, developers may choose to pay cash-in-lieu fees rather than provide land directly. While these funds are used to build new parks, this option introduces uncertainty around the final locations of the parks and the timing of construction. For the purposes of this planning analysis, it was assumed that neighborhood and pocket parks are constructed concurrently with the population they are intended to serve. All future community park dedications were assumed to be met by the Town’s proposed Central Park. The timing and layout of Central Park is still largely unknown; however, based on current concepts, it was estimated to have a total irrigated area of 131 acres. It was also assumed the park would be constructed between 2030 and 2032.

To estimate future park irrigation demands, it was assumed that 70% of park areas will be irrigated with an average annual irrigation requirement of 24 inches, consistent with high-water-use turf species such as Kentucky Bluegrass. For other landscaped areas, such as rights-of-way and common spaces, an annual irrigation rate of 15 inches was applied, reflecting a typical mix of turf, shrubs, and native vegetation. These areas were estimated to account for 10% of total SF development areas and 15% of MF and non-residential development areas. A summary of the Town’s future parks and landscaping water demands is provided in **Figure 7**.

Figure 7. Parks and Landscaping Water Demands



4.4.4 Raw Water Demands

The 2010 Raw Water Irrigation System Master Plan identified parks and open spaces in Firestone that could be served by the proposed raw water irrigation system. Using the 2008 Town Master Plan as a reference, areas were prioritized based on their proximity to initial infrastructure and potential cost-effectiveness. Parks were assigned Priority 1 – 3 rankings to guide phased implementation, with Priority 1 parks located near the planned infrastructure at Central Park.

Town Public Parks: Selection was based on reducing potable water use and minimizing infrastructure costs. Parks west of Colorado Boulevard were generally excluded due to higher extension costs.

HOA Parks: Some HOA parks near the proposed system were included as optional connections. Participation would be voluntary, and a raw water rate would be set by the Town.

Excluded Parks: Parks were excluded due to distance, small size, low irrigation needs, or existing irrigation systems. Examples include Cottonwood Hollow (natural area), Saddleback Golf Club (privately irrigated), and Monarch Estates Park (too far from infrastructure).

Annual irrigation requirements were then calculated for the selected areas based on three scenarios: an average year, a drought year based on 2002 hydrologic conditions, and a high-use scenario proposed by Public Works that assumes a constant 2 inches of irrigation per week. However, the latter is not recommended as it significantly overestimates demand and would result in disproportionately larger, costlier infrastructure and water acquisitions.

This Water Action Plan Update does not include a distinct water supply plan for the Town's future raw water demands. As such, all outdoor demands are included in the treated water demands for the purposes of this update. A separate system to address the Town's raw water demands should be evaluated in future water plan updates as additional information is available on potential connections to Firestone's raw water system.

Table 3. Raw Water Irrigation Demands from 2010 Master Plan

Park Priority	Average Year Scenario (AF)	Drought Year Scenario (AF)	Public Works Scenario (AF)
Priority 1	265.3	315.8	544.5
Priority 2	126.6	150.7	259.9
Priority 3	207.8	247.4	426.5
Total	599.8	713.9	1,230.8

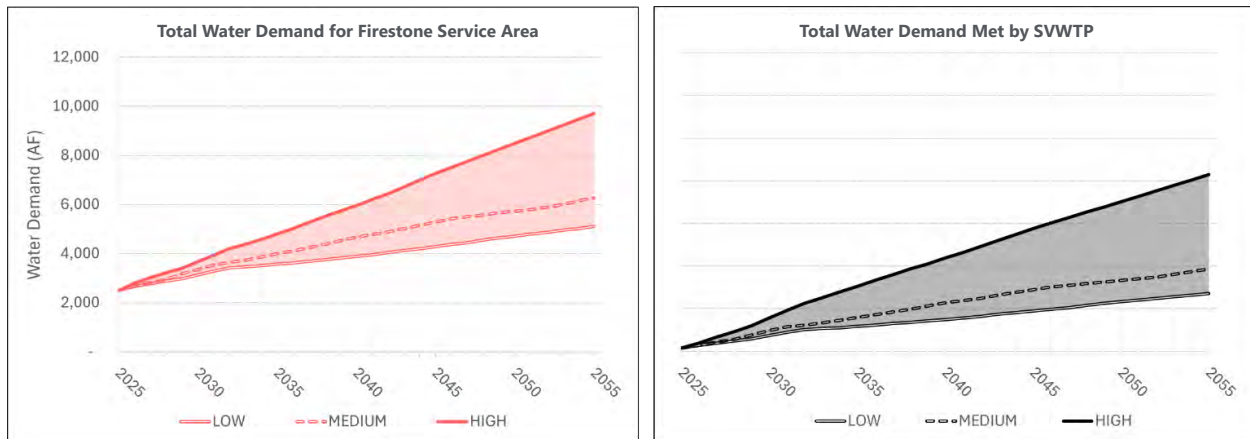
4.5 Water Demand Summary

A summary of the Town's total water demand projections for each scenario is provided in **Table 4** and **Figure 8**. By 2055, the Firestone service area is projected to require between 5,070 and 9,729 AF of water supply. SF water use is the largest contributor to demand, followed by non-residential and parks/landscape uses. MF demand remains relatively low in all scenarios.

Table 4. Water Demand Projections Summary

Town of Firestone Service Area Results (2055)	Low Demand	Medium Demand	High Demand
New SF Taps	5,214	7,312	13,565
New MF Taps	2,083	1,501	664
Population	36,160	40,585	54,718
Total Developed Acres	3,397	3,345	5,009
SF Water Demands (AF)	1,114	2,109	4,784
MF Water Demands (AF)	185	162	97
Non-Residential Demands (AF)	741	857	1,431
Park & Landscape Water Demands (AF)	681	755	1,068
Baseline (Current) Demand (AF)	2,349	2,349	2,349
Total New Water Demands (AF)	2,721	3,883	7,380
Total Water Demands (AF)	5,070	6,232	9,729

Figure 8. Total Water Demand Projections



4.6 Buildout Water Demands

The 2055 projections described above were used as a starting point to estimate buildout water demands assuming that the Town's remaining developable land within the GMA would be fully built out with residential and non-residential areas. For residential demands, the analysis focused on the amount of Undefined Growth Area remaining after 2055, which was further divided into SF and MF areas based on the product mix factors outlined in **Table 2**. Applying representative development densities yielded the projected number of new housing units in each category, and the corresponding per-unit water demand rates were used to estimate total residential water demand at buildout. Residential development areas and associated buildout populations, derived from the number of new housing units, were used to estimate future parks and landscape irrigation demands.

A similar approach was used for non-residential areas. The non-residential development area calculated for 2055 was removed from the total amount of land zoned for commercial, industrial, and governmental uses, and a standard demand rate of 1.4 AF per acre was applied to calculate non-residential water demands at buildout.

A summary of the Town's total projected water demands at buildout is provided in **Table 5**. The range of resulting water demands across the low, medium, and high scenarios is reduced because all scenarios capture the same geographic extent of growth and only vary by their water use characteristics.

Table 5. Buildout Demand Projections

Firestone Service Area Results (Buildout)	Low Demand	Medium Demand	High Demand
Remaining Residential Development Area (acres)	4,223	4,264	2,937
Remaining Non-Residential Development Area (acres)	270	275	65
Buildout Population	101,502	94,917	87,937
SF Water Demands (AF)	3,247	3,742	3,080
MF Water Demands (AF)	1,106	670	154
Non-Residential Demands (AF)	380	388	91
Parks & Landscape Water Demands (AF)	576	561	374
Baseline (Current) Demand (AF)	2,349	2,349	2,349
Total New Water Demands in 2055 (AF)	2,721	3,883	7,380
Total New Water Demands beyond 2055 (AF)	5,578	5,637	3,764
Total Water Demands at Buildout (AF)	10,648	11,869	13,493

5. Current Water Supplies

This section provides a summary of the Town's current water supplies, organized into two parts based on the location of water treatment. The CLFP and SVWTP each have unique water supplies that can be treated at the respective plant's facility.

5.1 Supplies Treated at Carter Lake Filter Plant

5.1.1 Colorado-Big Thompson (C-BT)

The Town owns 5,436 C-BT units. Each C-BT unit receives a variable yield, based on the annual quota declared by the Board of the Northern Colorado Water Conservancy District ("Northern Water"). While the quota over the last 30 years has averaged 0.71 AF per year, the final quota declared in 11 of the last 30 years was either 0.60 or 0.50 AF per unit. The Town bases all water supply plans on a C-BT quota of 0.60 AF per unit each year.

C-BT water is delivered to the CLFP for treatment by Central Weld. The average annual supply of C-BT water at Firestone's master meter is assumed to be 2,059 AF. This is based on 5,332 units, at 0.60 AF per unit, minus a 12% surcharge owed to Central Weld. Each year, 500 AF of C-BT water supply is assumed to be dedicated for the purpose of maximizing the Town's Windy Gap "in-lieu" water, as discussed below. Some of the C-BT units that have been transferred to the Town by developers are for water taps that have not yet been activated because the individual homes within the development have not all been built.

5.1.2 Windy Gap

The Town owns five units of Windy Gap Project water; Windy Gap water is delivered to Carter Lake for transmission to the CLFP where it is treated by Central Weld. The Town's Windy Gap units are not part of the Windy Gap Firming Project, so the variability in their yield is projected to be quite large. While each unit has a nominal yield of 100 AF, Northern Water considers the annual firm yield to be 50 AF per unit according to Resolution D-962-02-95. However, the actual yield of the project varies greatly from year to year. During drought years, the Windy Gap Project's water rights are typically too junior to come into priority, whereas during wet years Lake Granby is often full which leaves little or no space for Windy Gap water. For the purposes of this Action Plan, the Town assumes a firm yield of 0 AF per year outside of the 500 AF of its C-BT supply which can be used as collateral annually to deliver an equivalent volume of C-BT "in-lieu" water. This operation is desirable because Windy Gap water (delivered as C-BT "in-lieu") is fully reusable, unlike "physical" C-BT units, and results in wastewater effluent that can be reused as an augmentation supply, either directly or following storage.

5.2 Supplies Treated at St. Vrain Water Treatment Plant

5.2.1 Native Water Supplies

Since 2016, Firestone has been acquiring shares in local irrigation ditches to support the Town's non-potable irrigation system and augmentation needs associated with the Town's alluvial wells and use of the SVWTP. These acquisitions include shares in the Lower Boulder, Rural, Godding, Coal Ridge, and Last Chance ditch companies. Collectively, these ditch systems are referred to as the "Tier 1" native water supplies because they are in close proximity to the Town's alluvial wells that owe augmentation returns to the St. Vrain Creek, and there already exists a physical mechanism for conveying and storing this water in Firestone's reservoirs, making them a higher priority than other native water sources.

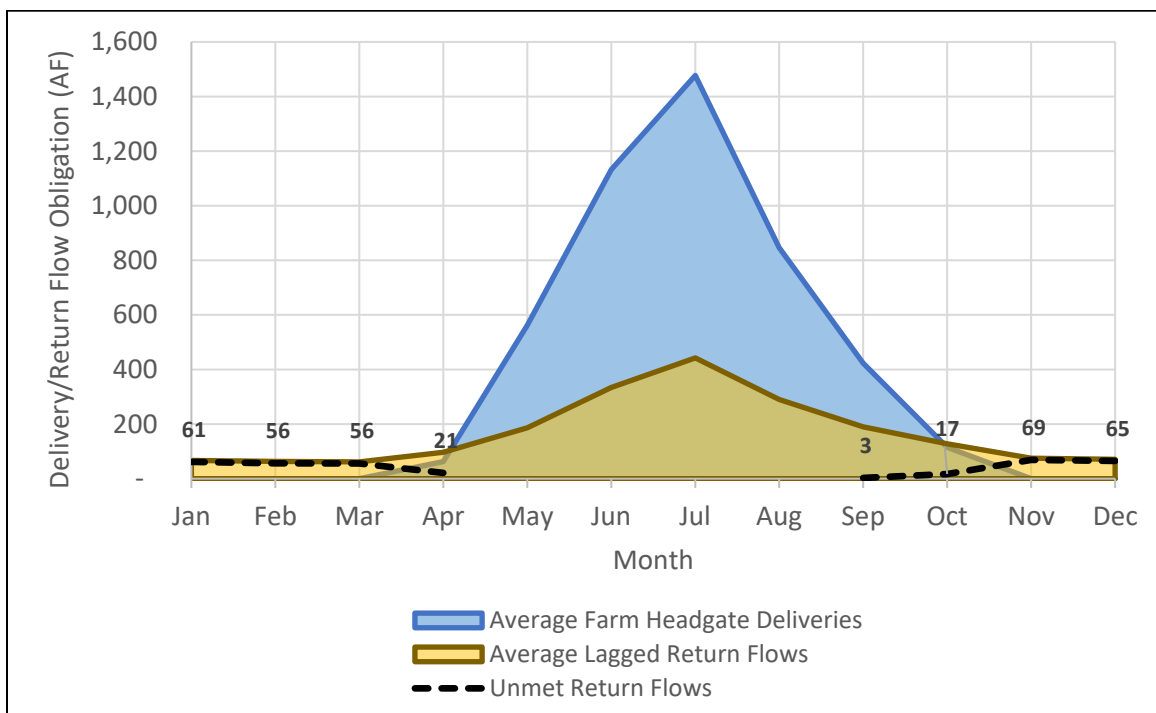
A portion of the Town's Tier 1 shares have been changed for municipal use and were included in the Town's augmentation plan decreed in Case No. 19CW3236. As of the date of this report, the Town is changing 6.75 Lower Boulder Common Shares and 3 Rural Shares in Case No. 24CW3062 for Firestone's municipal use. The Town has also acquired Tier 1 shares that will be changed in future water court applications. **Table 6** presents the estimated average and dry-year historical consumptive use (HCU) for each ditch system based on the current shares owned by the Town, which represents the volume of fully consumable water attributable to these shares that can support irrigation and augmentation needs. These values were either directly calculated by the Town's engineers in support of its two change cases or are estimated from past research.

Figure 9 presents the Town's monthly return flow obligations associated with all currently owned Tier 1 shares, assuming average and steady-state deliveries with a portion of the shares' total yield allocated to satisfy return flow obligations during the irrigation season. Unmet obligations associated with Firestone's water use primarily occur during the winter months when the Town is not receiving direct delivery of its ditch shares; when other sources are unavailable, the Town releases water from its reservoirs to St. Vrain Creek or utilizes its fully consumable effluent to meet the estimated unmet obligation of 348 AF annually.

Table 6. HCU Summary for Tier 1 Ditch Shares

Ditch Company	Number of Town Shares	Average-Year HCU (AF/year)	Dry-Year HCU (AF/year)
Lower Boulder Preferred	3.97	107	103
Lower Boulder Common	16.417	88	0
Rural	7.31	394	340
Godding	25	332	50
Coal Ridge	560	554	350
Last Chance	3,278	492	211
Total	616	1,967	1,054

Figure 9. Monthly Return Flow Obligations



It is important to note that some of the discussed Tier 1 ditch shares have been dedicated to the Town in accordance with Firestone's water dedication requirements or have been committed to specific development projects. **Table 7** provides a summary of the total water supply commitments that Firestone has made to specific development projects compared to the Tier 1 water supply currently available to the Town. As shown, the Town has a current Tier 1 native water supply balance of 794 AF which can be used to meet the needs of future water supply commitments.

Table 7. Balance of Tier 1 Water Supplies Available for New Development

Quantity	Average Yield (AF/year)
Current Available Supply	1,967
Committed Supply	1,173
Available Native Supply	794

5.2.2 Raw Water Delivery & Alluvial Wellfield

The primary source of water for the SVWTP is shallow wells that extract groundwater from the alluvial aquifer tributary to St. Vrain Creek. The pumping of alluvial groundwater has impacts on streamflow in St. Vrain Creek, and the Town is required to mitigate those impacts by replacing depletions to the river system caused by this pumping. The augmentation plan decreed in Water Court for Case No. 19CW3236 defines the water sources that can and will be used by the Town to make these replacements and ensures that other water right holders are not injured by the alluvial groundwater withdrawals. The Town can also deliver raw water directly from its local storage reservoirs into the SVWTP, but Firestone's stored water is considered to act solely as a backup raw water supply source to mitigate any potential water quality issues.

FAST Wellfield

The Firestone Alluvial Supply and Treatment (FAST) wellfield is a key component of the Town's raw water delivery system. It is located on a land parcel that the Town purchased from the Gould family located at the northeast corner of Colorado Boulevard and Zinnia Avenue in Section 31, Township 3 North, Range 67 West (T3N R67W). It is comprised of three vertical wells and one horizontal well that deliver between 300 and 1,000 gallons per minute (gpm) to the SVWTP. The FAST wellfield was completed and became fully operational in 2023. In Case No. 19CW3236, Firestone adjudicated five conditional groundwater rights in the amounts listed in **Table 8**. To date, only the four wells in the FAST wellfield have been completed.

Table 8. Conditional Groundwater Rights Included in Case No. 19CW3236

Name	Legal Description	Appropriation Date	Amount (gpm)
FAST Wellfield	SW ¼ SW ¼ Section 31, T3N, R67W, 6th P.M., Weld County, CO	12/17/2019	2,400
Mountain Shadows Well	NW ¼ SE ¼ Section 1, T2N, R68W, 6th P.M., Weld County, CO		800

Table 9 presents the Town's augmentation needs as a percentage of its annual pumping volume, based on steady-state depletions from the FAST wellfield and the 2024 pattern of deliveries ordered from the CLFP.

Table 9. FAST Wellfield Monthly Augmentation Requirements

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7.3%	6.9%	6.6%	6.4%	6.7%	8.1%	9.9%	10.7%	10.6%	10.1%	8.8%	7.9%

5.2.3 Change of Water Rights & Augmentation Plan

The Town filed Case No. 19CW3236, a change of water rights and plan for augmentation, in Division 1 Water Court in December 2019. A final decree was entered in Case No. 19CW3236 on February 21, 2024. Some of the major elements of the Case No. 19CW3236 decree include:

- A change in type and location of use of water rights associated with shares in the New Consolidated Lower Boulder Reservoir and Ditch Company (LBDC) and the Rural Ditch, for water that was historically used on lands that have been developed in and around Firestone;
- A change of storage right for the Firestone Reservoir No. 1;
- A new appropriation of conditional junior water rights for:
 - Diversion from Boulder Creek and St. Vrain Creek through existing ditches for storage in Firestone Reservoir No. 1 (constructed and filled in 2023) and Firestone Reservoir No. 2 (currently being mined and expected to be operational by 2027),
 - Diversion from Boulder Creek for storage in Central Park Reservoir (planned but not constructed), and
 - Diversion from St. Vrain Creek for all municipal uses including storage;
- A plan for augmenting or replacing out-of-priority pumping from:
 - The FAST Wellfield, and
 - The Mountain Shadows Well, which can be pumped to irrigate the Mountain Shadows Park or provide augmentation water when needed;
- An exchange on St. Vrain Creek, from the St. Vrain Sanitation District outfall upstream to the Firestone-St. Vrain Pump Station for delivery to Firestone Reservoir Nos. 1 and/or 2; and
- A conditional recharge water right for the FAST Recharge Pond.

5.2.4 Fully Consumable Effluent

Firestone's Windy Gap supplies and changed Tier 1 ditch shares are fully consumable, meaning the SVWTP effluent returning to St. Vrain Creek attributable to these water supplies can be reused for augmentation. **Table 10** presents the Town's monthly effluent factors, calculated using the 2024 water accounting records. These values represent the proportion of treated water deliveries returning to the SVWTP as effluent. Factoring in the Town's monthly demand schedule results in an estimated annual effluent factor of 38%. The Town may be able to improve the yield of its fully consumable effluent by optimizing the delivery of these water supplies during winter months when its effluent factors are highest, however, 38% represents a reasonable annual average to use for planning purposes.

Table 10. Fully Consumable Effluent Schedule

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Effluent Factor (%)	95	95	92	72	30	20	20	21	23	37	75	95	-
Demand Schedule (%)	4	4	4	5	9	13	16	16	14	8	4	3	100
Effluent Production (% of Total Demand)	4	3	3	4	3	3	3	3	3	3	3	3	38

5.2.5 Raw Water Storage

Firestone Reservoir No. 1

Firestone Reservoir No. 1, located south of Zinnia Avenue in S6 T2N R67W, was purchased in 2017 and is now fully operational. This reservoir is used to store water associated with the changed water rights and junior water rights decreed in Case No. 19CW3236. The capacity of Firestone Reservoir No. 1 is 1,218.6 AF. Water will be delivered from Firestone Reservoir No. 1 to the Town's non-potable irrigation system or to St. Vrain Creek to make augmentation and return flow deliveries in accordance with the terms and conditions in the Case No. 19CW3236 decree.

Firestone Reservoir No. 2

The Town exercised their option and are now under contract to purchase the Brooks Farm Water Storage Reservoir (now Firestone Reservoir No. 2). This reservoir is located directly south of the SVWTP and west of Firestone Reservoir No. 1 with an estimated storage capacity of 1,100 AF. Firestone Reservoir No. 2 is expected to be operational by 2027 and will be filled from an existing turnout from the Last Chance Ditch. Water from this reservoir will be transferred to Firestone Reservoir No. 1 for use in the Town's non-potable irrigation system supply and to make augmentation returns to the St. Vrain Creek.

Firestone Reservoir No. 3

In January 2023, the Town purchased another reclaimed gravel pit located in S32 T3N R67W, approximately 1 mile east of the SVWTP. The gravel pit is still being used for aggregate mining operations which are estimated to conclude in 2031, at which time the reclaimed pit will be utilized by the Town for water storage purposes. After completion, the reclaimed gravel pit is estimated to provide approximately 7,264 AF of water storage capacity. This reservoir sits next to the Last Chance Ditch and will be filled from a new future turnout; the reservoir will also include a pump station to support the pumping of water out of the reservoir for return to the St. Vrain Creek. Currently, the plan is to operate this reservoir in conjunction with the Town's other reservoirs to increase overall storage capacity.

Central Park Reservoir

The Town's non-potable irrigation system plan includes the development of a reservoir in Firestone's Central Park. This reservoir will be filled from the Coal Ridge Ditch or Firestone Reservoir No. 1 and is anticipated to provide an additional 100 AF of storage capacity.

6. Future Water Supplies

This section provides an overview of future water supply options the Town may pursue to increase its water supply portfolio through water rights acquisitions, physical supply, and infrastructure. Firestone is not currently planning to pursue additional C-BT contract units for service through CWCWD; instead, the Town is planning to expand its use of the SVWTP to accommodate the anticipated increase in supply.

6.1 Water Supply Options for New Development

Like most municipalities, the Town has a policy that new developments must cover the costs associated with receiving water service, such that existing water customers in Firestone are not negatively impacted by new land development activity. This general concept of “growth pays its own way” means that P&D does not approve developments unless they have dedicated water supplies to the Town or provided “cash in lieu” of water supplies. The Town calculates the required water dedication based on the development plan and its estimated water demands. The Town’s water dedication policies are provided in Section 13.08 of the Town Municipal Code.

As a result of the Town’s water dedication policies, an increase in water demands within the Town will not occur unless they are accompanied by a similar increase in the Town’s water supply. New water supplies result from specific water right dedications by the developer or from the Town spending the cash received in lieu of water dedications on new water supply acquisitions. Most of the projected land development activity and growth in water demand is expected to occur through “cash in lieu” payments to the Town, and therefore it is incumbent upon the Town to acquire sufficient water supplies to serve the new demands resulting from development. The Town has been, and will continue to be, proactive in staying ahead of land development activity by acquiring water supplies in advance of new development activity.

6.2 Native Water Supplies

Starting in 2015, the Town initiated plans for a new redundant water supply system that would complement its historic reliance on water supplies provided by CWCWD through the CLFP. This new system is served by “native” water supplies which describes water rights that divert from the St. Vrain Creek and its tributaries and are located within the general vicinity of the Town. Most of these native water rights exist as shares in mutual irrigation or ditch companies. Firestone acquired its first native water rights in 2016 and continues to actively acquire these supplies to support the Town’s needs. This section further details the native water supplies that the Town will likely pursue over the next 30 years to supplement the Town’s water supply portfolio and meet growing demands. Native water supplies have been categorized into two tiers based on their level of prioritization for acquisition by the Town. Tier 1 water supplies have been, and continue to be, the focus of the Town’s water acquisition activities while Tier 2 water supplies represent the next group of native water supplies that the Town could pursue.

6.2.1 Tier 1 Native Supplies

The Tier 1 native water supplies consist of shares in the five ditch companies summarized in **Table 11**. The historical service areas of the five ditch companies are shown on **Map 4**. These Tier 1 water supplies represent water rights that have historically served lands located within or in close proximity to the Town's GMA. Tier 1 water supplies are the closest native water supplies available to the Town geographically, and they are the most direct sources for use as an augmentation supply to offset the Town's alluvial well pumping.

The Town has acquired approximately 1,967 AF of Tier 1 native water supplies to date. The Town has conducted an inventory of remaining shareholders in the five Tier 1 ditch companies; for each company, several classes of shareholders were filtered out, including municipal water providers, aggregate companies with perpetual augmentation requirements, and water districts. The remaining shareholders represent potential future sellers of Tier 1 water supplies. In total, there is estimated to be approximately 2,727 AF of Tier 1 native water available for acquisition from these potential sellers. For this planning analysis, it is estimated that the Town will be able to successfully acquire 50% of the available native water over the future 30-year period which is approximately 1,364 AF of additional annual Tier 1 supply.

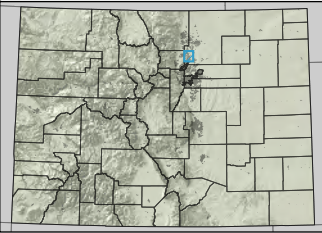
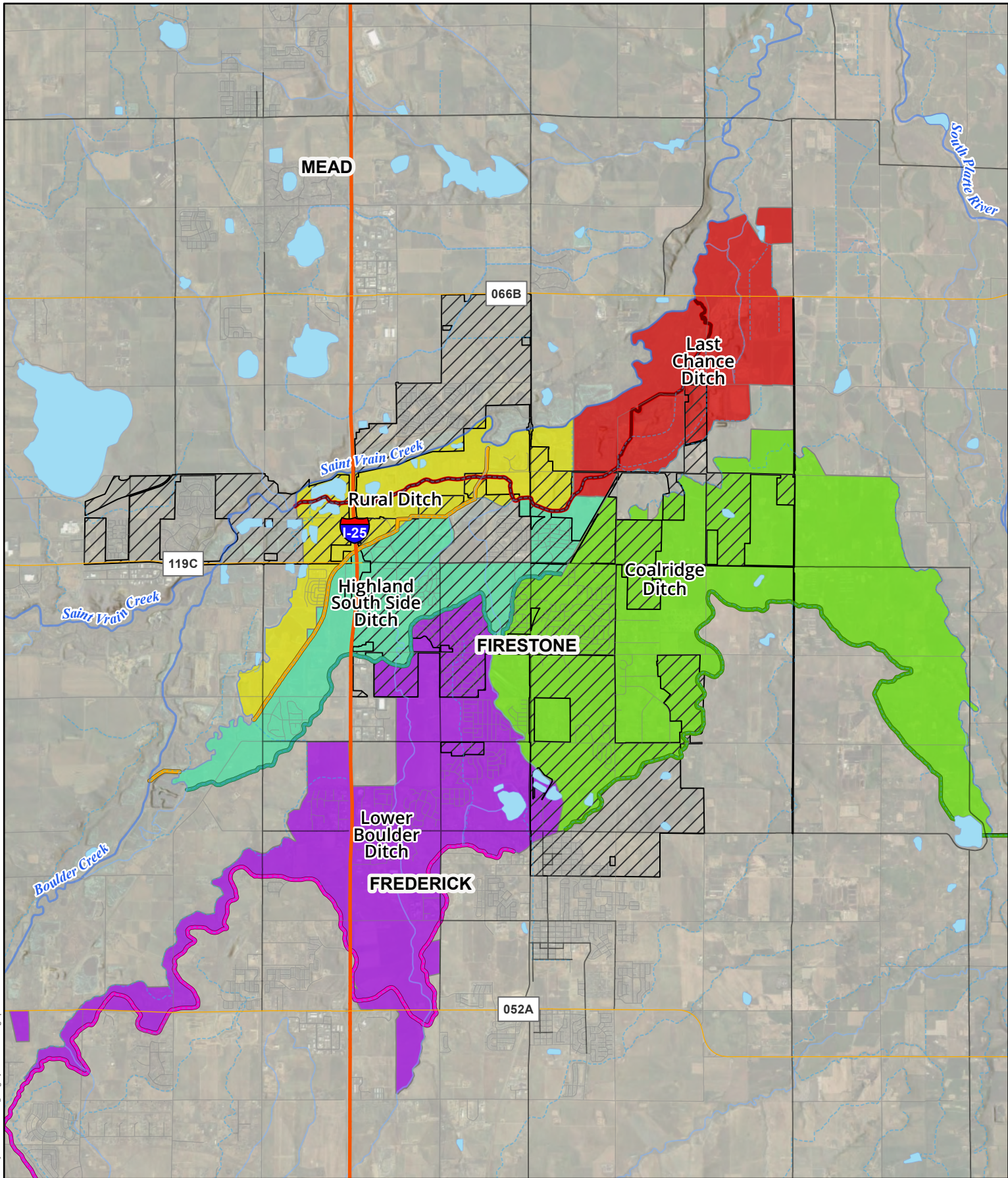
Alongside the Town's water acquisition efforts, several landowners in the Town's GMA are in the early phases of planning development projects and have indicated a desire to dedicate the Tier 1 water rights tied to their properties in exchange for water service commitments from Firestone. These anticipated developer dedications are summarized in **Table 11**, showing an additional supply of 976 AF/year. The developments associated with these dedicated water supplies are included in the demand calculations for this planning study.

Table 11. Estimated Potential Water Supply from Tier 1 Ditches

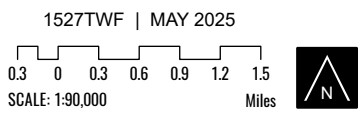
Ditch Company	CDSS Structures Data*			Estimated Available Water Supply (AF/year)		
	WDID**	Average Diversion (AF/year)	Irrigated Acres	Town Owned	Anticipated Developer Dedications	Other Distributed Owners
Lower Boulder Preferred	600538	19,345	2,464	107	0	456
Lower Boulder Common				88	0	448
Coal Ridge				554	140	902
Rural	600551	5,768	292	394	0	187
Godding	600532	4,564	336	332	450	190
Last Chance	600615	724	-	492	386	544
Total	-	-	-	1,967	976	2,727

*CDSS: Colorado's Decision Support System

**WDID: Water District Identifier, used to identify individual diversion structures/water rights



- | Firestone Town Limits | |
|-----------------------|-------------------------------------|
| | New Coal Ridge Ditch |
| | Godding / Highland South Side Ditch |
| | Last Chance Ditch |
| | Lower Boulder Ditch |
| | Rural Ditch |
- | Ditch Service Areas | |
|---------------------|-------------------------------------|
| | Coalridge Ditch |
| | Godding / Highland South Side Ditch |
| | Last Chance Ditch |
| | Lower Boulder Ditch |
| | Rural Ditch |



**MAP 4
TIER 1 DITCH
SYSTEMS**

6.2.2 Tier 2 Native Supplies

As part of the Town's long-term planning, Firestone has investigated several additional sources of native water beyond the five Tier 1 irrigation ditches that could support augmentation of the Town's alluvial wellfields. These additional water supplies are referred to as Tier 2 water supplies and include the three sources described below. The historical service areas of the three ditch companies are shown on **Map 5**; the third source is described on the page following the map.

Upper Boulder Creek

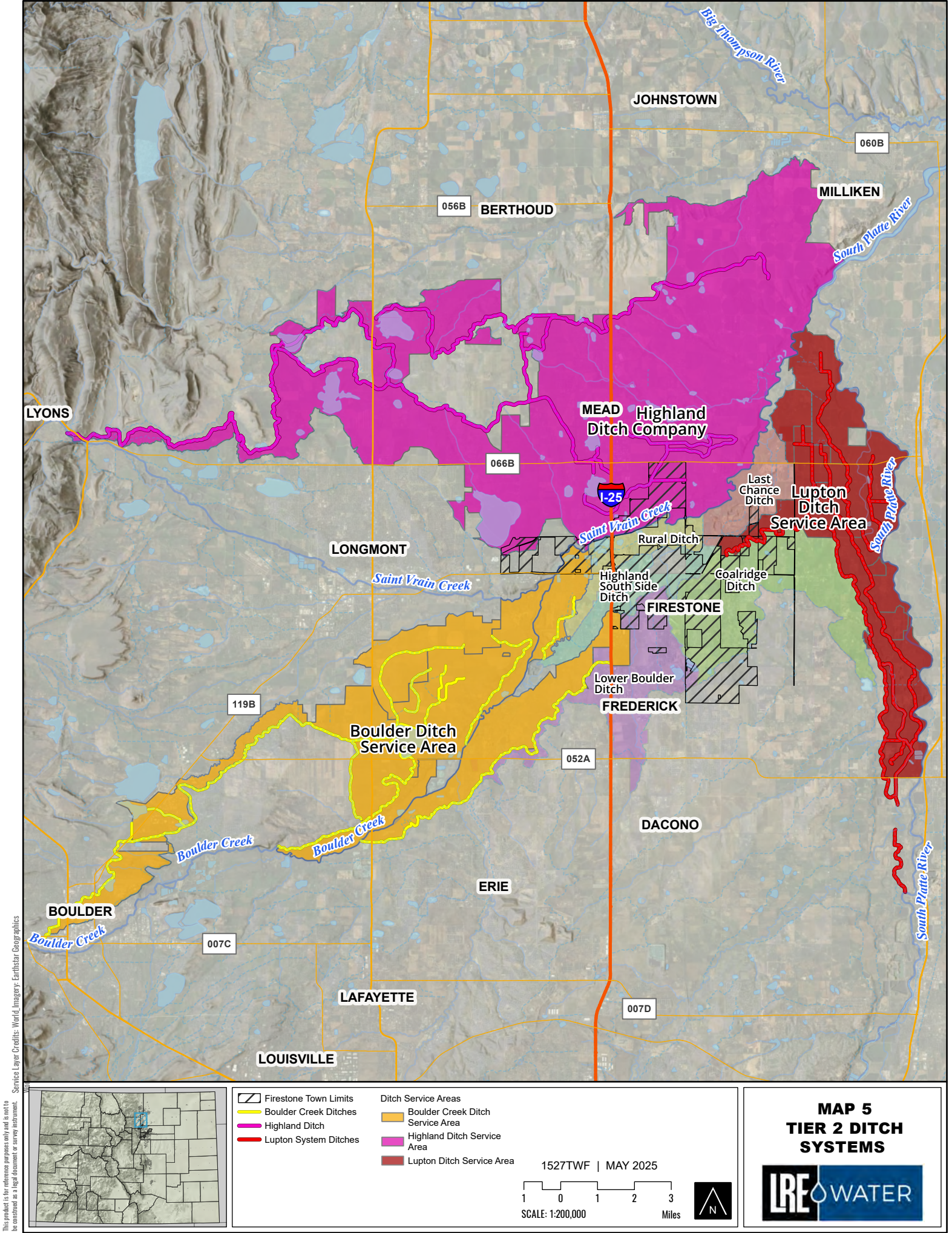
There are several irrigation ditch systems along Boulder Creek that irrigate lands located northeast of Valmont and Baseline Reservoirs and west of Interstate 25. These ditch systems include:

- Boulder & Weld County Ditch,
- Boulder & Whiterock Ditch,
- Leggett Ditch,
- Leyner Cottonwood Ditch, and
- Smith & Emmons Ditch.

Collectively, these ditch systems serve over 5,000 irrigated acres which are largely made up of relatively small holdings. A significant portion of the actively farmed lands in this area have agricultural conservation easements put in place by Boulder County Parks and Open Space and do not have any transferable water. An inventory of large landowners with more than 100 acres and properties without known conservation easements results in approximately 2,400 AF of available and transferable water. The upper Boulder Creek system is relatively easy to incorporate into the Town's augmentation plan, but the estimated scale of available water is limited.

North of St. Vrain Creek

The largest irrigation ditch system north of St. Vrain Creek is the Highland Ditch Company (HDC). The lands served by this company extend from west of Longmont to east of Interstate 25, with the eastern lands located directly north of Firestone's GMA. The HDC operates a series of water storage reservoirs to provide enhanced water supply reliability. Annual water deliveries are a combination of relatively junior-priority direct flow diversions and releases from reservoir storage. Independent lateral companies often own and operate the conveyance systems drawing water out of the reservoirs for delivery to farm headgates. The water tied to the lands located east of Union Reservoir (Weld County Road 3) has the most direct value to the Town to meet the augmentation needs associated with the FAST wellfield. This eastern portion of the HDC service area is estimated to have approximately 41,800 AF of transferable water associated with individuals owning more than 100 acres. The current HDC bylaws prevent any use of their water rights outside of the ditch service area; as a result, there has never been a change of HDC shares in Water Court so there is no precedent or existing quantification of their yield. Therefore, there is significant water supply potential associated with lands north of the St. Vrain Creek, but the Town anticipates a high level of effort will be needed to successfully acquire and change HDC shares for municipal use within Firestone's service area.



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- | <ul style="list-style-type: none"> Firestone Town Limits Boulder Creek Ditches Highland Ditch Lupton System Ditches | <table border="0"><tr><th colspan="2">Ditch Service Areas</th></tr><tr><td></td><td>Boulder Creek Ditch Service Area</td></tr><tr><td></td><td>Highland Ditch Service Area</td></tr><tr><td></td><td>Lupton Ditch Service Area</td></tr></table> | Ditch Service Areas | | | Boulder Creek Ditch Service Area | | Highland Ditch Service Area | | Lupton Ditch Service Area |
|--|--|---------------------|--|--|----------------------------------|--|-----------------------------|--|---------------------------|
| Ditch Service Areas | | | | | | | | | |
| | Boulder Creek Ditch Service Area | | | | | | | | |
| | Highland Ditch Service Area | | | | | | | | |
| | Lupton Ditch Service Area | | | | | | | | |

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1 0 1 2 3
SCALE: 1:200,000 Miles



**MAP 5
TIER 2 DITCH
SYSTEMS**



South Platte River

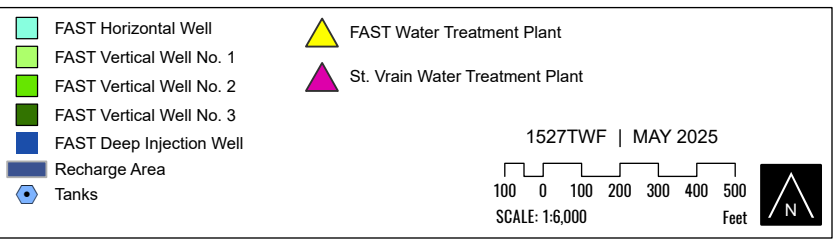
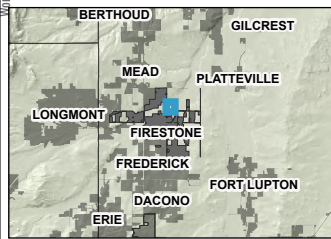
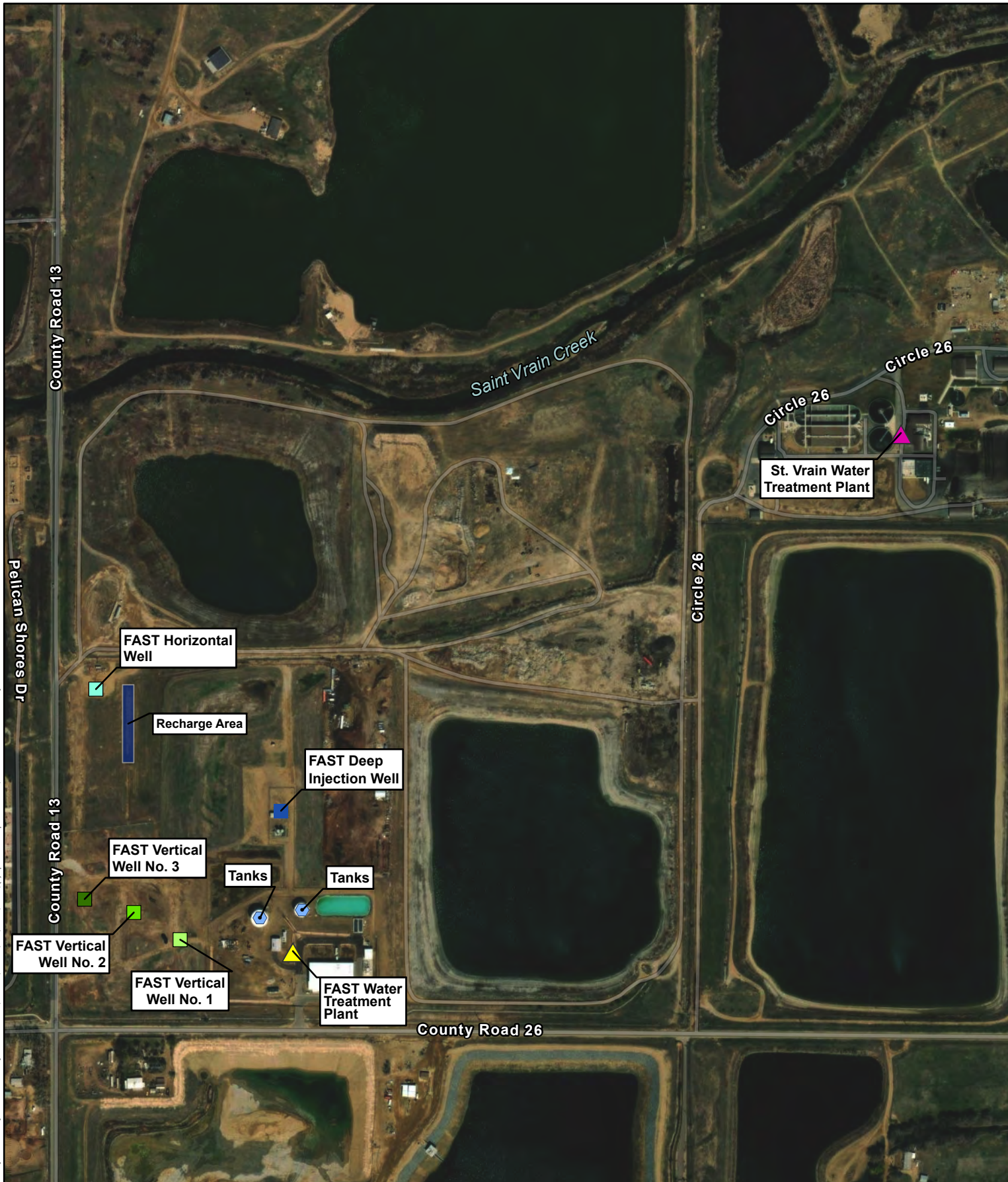
There are several water supply opportunities associated with agricultural ditch companies that divert from the South Platte River in Water District 2. Firestone is currently evaluating the Lupton Bottom Ditch Company, Lupton Meadows Ditch Company, and Meadow Island Nos. 1 and 2 Ditch Companies due to the proximity of the lands served by these ditches both the Tier 1 ditches and the Town itself. Additionally, a portion of the lands served by these ditch systems already owe return flows to the St. Vrain Creek system which simplifies the water court change case process and the Town's associated return flow obligations. This hydrologic subregion has approximately 1,400 AF of transferable water rights.

6.3 Future Wellfields and Delivery Infrastructure

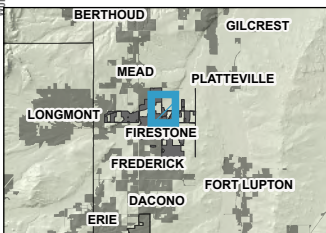
Map 6 shows the existing FAST campus to provide context on the components associated with wellfield development while **Map 7** shows the conditional groundwater rights included in pending Case No. 24CW3166, summarized in **Table 12** below.

Table 12. Conditional Groundwater Rights Included in Case No. 24CW3166

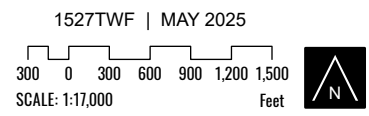
Name	Legal Description	Appropriation Date	Amount (gpm)
Firestone Trail Well Field	NW ¼ NW ¼ Section 5, T2N, R67W, 6 th P.M., Weld County, CO	12/17/19	375
Mountain Shadows Park Well Field	NW ¼ SE ¼ Section 1, T2N, R68W, 6 th P.M., Weld County, CO	12/18/24	675
Alluvial Well Field No. 2	SW ¼ NE ¼ Section 31, T3N, R67W, 6 th P.M., Weld County, CO	12/17/19	3,360
Barefoot Lakes Well Field	NW ¼ SW ¼ Section 36, T3N, R68W, 6 th P.M., Weld County, CO	12/18/24	2,448
Vogl-Stinar Well Field	NE ¼ SW ¼ Section 36, T3N, R68W, 6 th P.M., Weld County, CO	12/18/24	3,120
Acord Well Field	NW ¼ NW ¼ Section 32, T3N, R67W, 6 th P.M., Weld County, CO	12/18/24	3,168



MAP 6
FAST CAMPUS



- Proposed Well Fields
- Vogl-Stinar
 - Acord
 - Alluvial No. 2
 - Barefoot Lakes
 - Firestone Trail
 - Mountain Shadows



**MAP 7
PROPOSED PHASE 2
WELL FIELDS**

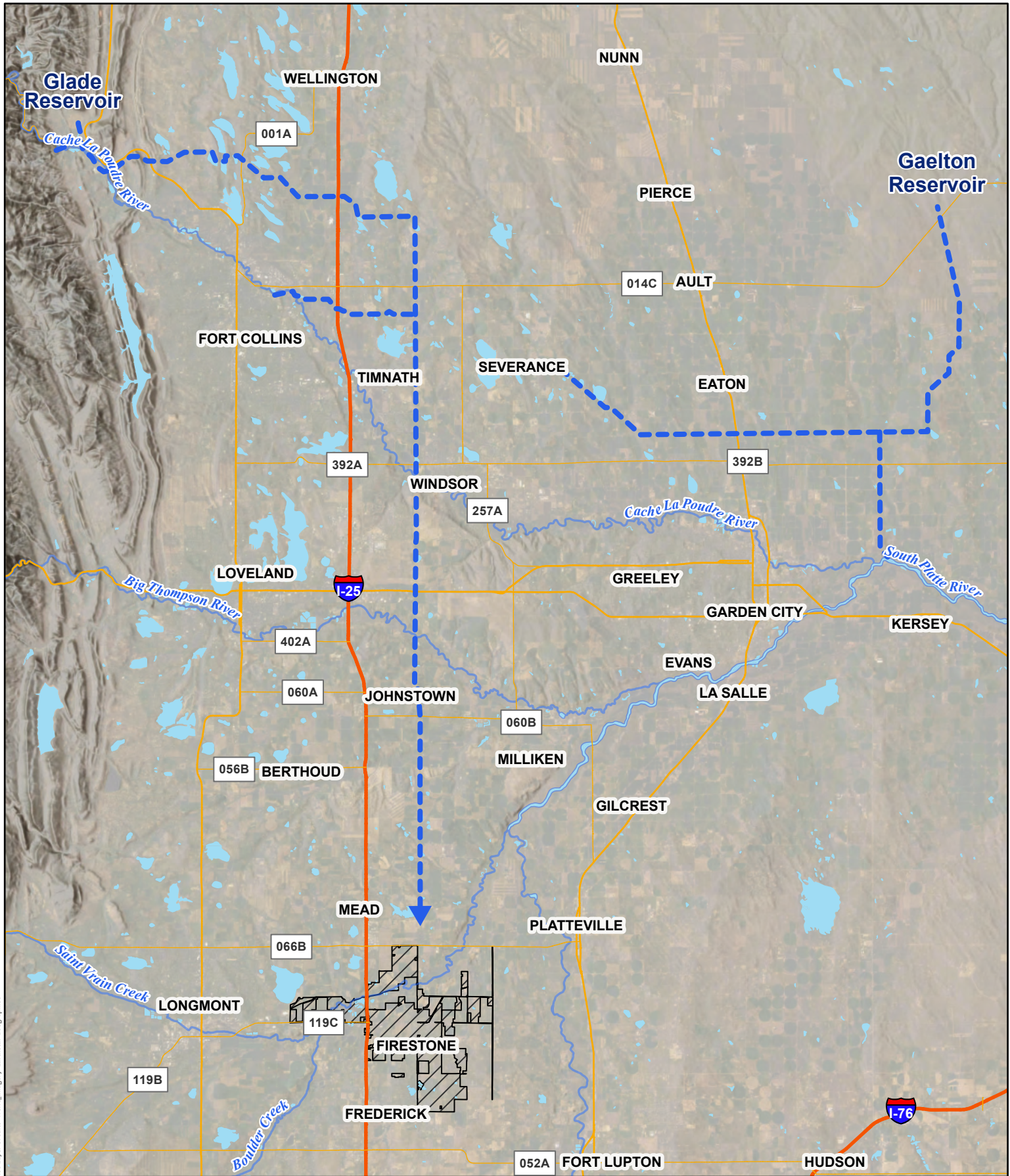
6.4 Northern Integrated Supply Project (NISP)

The Town is a participant in the Northern Integrated Supply Project (NISP). This project is an enterprise of Northern Water that is designed to deliver approximately 40,000 AF of water from the Cache la Poudre and South Platte Rivers into storage in two planned reservoirs, Glade and Galeton, for future municipal use. Firestone has presently signed on for 3.25% of the project's total capacity which is estimated to provide approximately 1,300 AF of average annual supply.

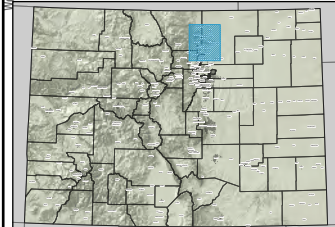
In January 2024, an environmental group called Save The Poudre filed a federal lawsuit against the U.S. Army Corps of Engineers, alleging violations of the National Environmental Policy Act and the Clean Water Act by granting NISP's permit. The lawsuit contended that the Corps failed to adequately assess environmental impacts and consider less harmful alternatives. In February 2025, a settlement was reached when Northern Water agreed to contribute \$100 million over 20 years to a Cache la Poudre River improvement fund. This agreement led to the dismissal of the federal lawsuit and allowed NISP to proceed with construction. Save The Poudre had also pursued a separate state-level lawsuit challenging a permit issued by Larimer County for NISP infrastructure. In October 2024, the Colorado Court of Appeals upheld the county's permit approval, ruling against the environmental group's appeal.

With these legal obstacles resolved, NISP is moving forward with plans to construct Glade and Galeton Reservoirs and the associated infrastructure needed to enhance water supply reliability for the region. The project is being planned and constructed in two phases. The first phase consists of the construction of Glade Reservoir and its associated diversion structures and pipelines with completion and water delivery expected between 2032 and 2036. The second phase will construct Galeton Reservoir and operate a proposed water rights exchange with two irrigation canal companies. The timeline of this second phase is less certain but will likely occur after the first phase is completed. This plan assumes that NISP water will be delivered to Highway 66 and Colorado Boulevard and then conveyed to the SVWTP at Colorado Boulevard and Zinnia Avenue through a two-mile pipeline constructed by Firestone. **Map 8** shows this planned infrastructure.

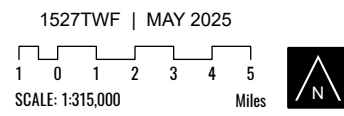
The 40,000 AF yield of NISP project is fully allocated to the project's participants at this time. However, there have been some transfers of ownership between participants in the past few years, and there will likely be opportunities for the Town to acquire additional NISP water between 2026 and 2030. Like other water supply projects, it is expected that once NISP is fully operational there will be very few, if any, opportunities to acquire a greater share of the project and its yield. The Phase 1 costs are already escalating and would only yield half of the referenced volume for the participants, making the unit cost of this supply significantly higher than other existing water supplies. The addition of Phase 2 will reduce this unit cost, but the Phase 2 costs are not fully known at this time. The project will produce a reasonably reliable and high-quality water source, but the cost of the project and its financing are critical final components that are still in development.



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-  Firestone Town Limits
-  NISP AND Southern Conveyance Route



MAP 8
NISP AND SOUTHERN
CONVEYANCE ROUTE



7. Water Supply & Demand Accounting

7.1 Water Balance

Firestone's water supplies, demands, and storage were modeled on an annual basis over a 30-year planning horizon to support the phasing of future infrastructure improvements, water supply projects, and water rights acquisitions. The model was used to evaluate the Town's ability to meet municipal water demands, augmentation requirements, and return flow obligations in each year of the planning period. In addition, buildout-level demands were modeled to assess the Town's total water needs between 2055 and ultimate buildout.

7.1.1 Municipal Water Supplies

As described in Section 4.3, a quota of 60% was used to model the yield of the Town's C-BT units in future years. This represents a firm yield of 2,815 AF/year after applying a 12% surcharge attributable to Central Weld and reserving 500 AF of this supply for retention by Northern in exchange for delivering a like amount of C-BT "in-lieu" water. In model scenarios that include NISP, the model assumes that treated water from the first phase of NISP (Glade Reservoir) represents half the project's yield with an approximate annual volume of 650 AF available for delivery to the Town by 2032, with the remaining 650 AF/year of treated water from the second phase (Galeton Reservoir) being deliverable by 2037. The yield from both phases of the project is assumed to ramp up steadily over the 3 years following its completion, and reusable effluent will only be generated from the second phase of the project.

In this model, any difference between demand and Northern Water supplies is expected to be met by treated water deliveries from the SVWTP. This establishes the basis for phasing the treatment plant and wellfield expansions outlined in Section 8. However, the primary mechanism for delivering water to the SVWTP is through the Town's current and planned alluvial wellfields, the pumping of which is assumed to generate a 1:1 augmentation obligation. Consequently, the focus of this modeling is on meeting these obligations and the return flow requirements associated with the Town's changed ditch shares. The sources of water identified to meet these demands include the Town's reusable effluent, changed Tier 1 ditch shares, and storage rights in Reservoir Nos. 1 through 3.

The yield of the Town's current and future planned Tier 1 ditch shares were modeled using the average and dry-year HCUs presented in **Table 6**. These yields were modeled consistent with the expected timeline of future development and the associated water dedications, along with the time required to change these shares in Water Court. Future acquisitions of Tier 1 water supplies were assumed to occur at a rate of 190 AF/year, up to the maximum potentially available volume as estimated by the Town based on the number of outstanding shares in each Tier 1 ditch system. It was assumed that up to 50% of this potentially available volume could be acquired by the Town.

Physical water losses are also accounted for by deducting 5% to represent losses through the Town's distribution system and 10% for SVWTP treatment losses.

7.1.2 Municipal Water Demands

The high demand scenario described in Section 3 was used to conservatively estimate the Town's municipal water demands from 2025 through 2055. The maximum daily demand was estimated from these projections using a peak day factor of 2.12. This maximum daily demand is used as the basis for determining the necessary capacity of the Town's treatment and delivery infrastructure associated with the SVWTP. Conversely, annual average demand is used to quantify the raw water supplies needed to meet the Town's municipal water demands and augmentation obligations.

7.1.3 Storage

Storage capacities in Firestone Reservoir Nos. 1, 2, and 3 were modeled to simulate the storage of changed ditch shares accumulated during the irrigation season for subsequent use as augmentation supplies to meet winter return flow obligations and out-of-priority wellfield depletions. Reservoir Nos. 1 and 2 were each assumed to have a storage capacity of 1,100 AF, while Reservoir No. 3 was assigned a capacity of 6,500 AF. Reservoir No. 1 is currently operational whereas Reservoir Nos. 2 and 3 are anticipated to come online in 2027 and 2032, respectively. **Map 9** shows the storage cells associated with Firestone's reservoir footprints.

In average years, 100% of the Town's reservoir capacity is maintained as a drought contingency supply. While the reservoirs are actively used to retime augmentation deliveries, their current operation ensures they remain full at the end of each year to preserve this contingency supply. In dry years, 40% of the reservoir capacity is reserved as the minimum operational pool to avoid difficulties associated with excessive drawdown.

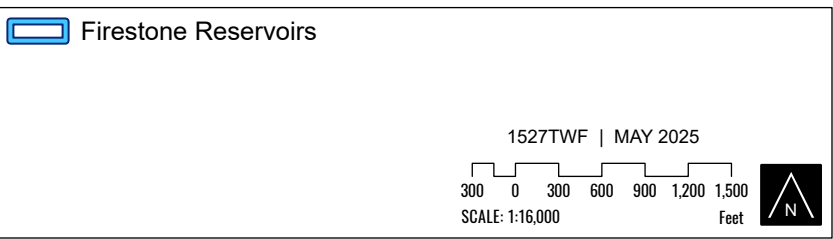
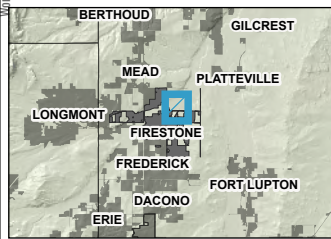
The expert disclosure report provided in Case No. 19CW3236 evaluated the physical and legal availability of water at Firestone's claimed points of diversion for Reservoir Nos. 1 and 2. The analysis found that sufficient water is available in St. Vrain Creek to divert the decreed rate of 40 cfs on approximately 156 days in an average year. However, these rights are expected to yield 0 AF in dry years when there is a continuous call for water by downstream senior water rights. Although the Town intends to exercise these new diversion rights when legally and physically available, their associated yield was excluded from this modeling effort due to uncertainties related to future water availability and changes in river administration throughout Division 1.

7.1.4 Augmentation and Return Flow Obligations

For the purposes of this modeling, it was assumed that the Town would be required to augment 100% of its alluvial wellfield pumping. Annual return flow obligations were estimated to average 348 AF/year, as described in Section 4. Future Tier 1 acquisitions are assumed to generate a lagged return flow obligation that is 18% of their fully consumable supply.

Annual augmentation and return flow obligations are assumed to first be met using reusable effluent generated from the Town's Windy Gap, NISP, and native water supplies. Remaining obligations are met using fully consumable water stored in any of Firestone's three reservoirs. If, under any model scenario, there is still an unmet augmentation or return flow obligation, it is assumed to represent a gap in augmentation supply that the Town would need to bridge through the acquisition of additional water.

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MAP 9
RESERVOIR NOS.
1, 2, AND 3



7.2 Analysis of Augmentation Shortage Potential with Current Supplies

A baseline scenario quantified the Town’s existing water supply portfolio assuming no additional Tier 1 water rights acquisitions or deliveries from NISP. It provides a reference point for understanding how current supplies perform under projected future demands without new investments in water resources.

Tables 13 and 14 present the timing and volume of unmet augmentation and return flow obligations under the Town’s current water supply portfolio, as well as the amount of storage capacity needed in each of the three reservoirs to store and deliver augmentation supplies. Under average-year conditions, the Town is expected to be able to meet its augmentation and return flow obligations until 2043 if 100% of the capacity in each reservoir is utilized to store and deliver the Town’s changed ditch shares. In consecutive dry years over the modeling period, the Town can fulfill its obligations through 2034 if its reservoirs are drawn down to their 40% minimum pool; this model scenario also assumes there is not enough excess ditch water available to store in Reservoir No. 3 after filling Reservoir Nos. 1 and 2.

Table 13. Average-Year Baseline Model Results

Year	Unmet Augmentation/ Return Flow Obligation (AF/year)	Reservoir 1 Storage (% Full)	Reservoir 2 Storage (% Full)	Reservoir 3 Storage (% Full)
2035	0	100%	100%	45%
2043*	59	100%	100%	100%
2055	2,347	100%	100%	100%
Buildout	5,233	100%	100%	100%

*This represents the first year over the modeling period with an unmet augmentation/return flow obligation.

Table 14. Dry-Year Baseline Model Results

Year	Unmet Augmentation/ Return Flow Obligation (AF/year)	Reservoir 1 Storage (% Full)	Reservoir 2 Storage (% Full)	Reservoir 3 Storage (% Full)
2034*	23	40%	40%	0%
2035	316	40%	40%	0%
2055	4,009	40%	40%	0%
Buildout	6,895	40%	40%	0%

*This represents the first year over the modeling period with an unmet augmentation/return flow obligation.

7.3 Need for New Augmentation Supplies with Future Growth

Two scenarios were modeled to estimate the volume of Tier 1 supplies required to satisfy the future unmet augmentation and return flow obligations presented above. While NISP is primarily intended to meet the Town's municipal water demands, the project is also expected to generate reusable effluent which can be stored in Firestone's reservoirs and used for augmentation. The difference in results between the two scenarios reflects the contribution of this reusable effluent from NISP.

7.3.1 Future Augmentation Needs without NISP

Without deliveries from NISP, Firestone would need to acquire 50% of the potentially available Tier 1 ditch shares. This would leave an unmet obligation of roughly 1,225 AF/year in 2055, and 4,112 AF/year at buildout. Under dry-year conditions, if the Town were to acquire 50% of the potentially available shares it would have its first unmet obligation in 2043, which would grow to 3,096 AF/year in 2055 and 5,983 AF/year at buildout. It is assumed that any outstanding obligations after the maximum (50%) acquisition of Tier 1 supplies would need to be met using an alternative water source such as Tier 2 ditch supplies.

Table 15. Average-Year Future Model Results without NISP & 50% Tier 1 Acquisition

Year	Unmet Augmentation/ Return Flow Obligation (AF/year)	Reservoir 1 Storage (% Full)	Reservoir 2 Storage (% Full)	Reservoir 3 Storage (% Full)
2035	0	100%	100%	100%
2049*	101	100%	100%	100%
2055	1,225	100%	100%	100%
Buildout	4,112	100%	100%	100%

*This represents the first year over the modeling period with an unmet augmentation/return flow obligation.

Table 16. Dry-Year Future Model Results without NISP & 50% Tier 1 Acquisition

Year	Unmet Augmentation/ Return Flow Obligation (AF/year)	Reservoir 1 Storage (% Full)	Reservoir 2 Storage (% Full)	Reservoir 3 Storage (% Full)
2035	0	40%	40%	36%
2043*	620	40%	40%	49%
2055	3,096	40%	40%	40%
Buildout	5,983	40%	40%	40%

*This represents the first year over the modeling period with an unmet augmentation/return flow obligation.

7.3.2 Future Augmentation Needs with NISP

Assuming deliveries from NISP eventually ramp up to the Town's full 1,300 AF/year allotment, Firestone would still need to acquire 50% of the potentially available Tier 1 ditch shares, however, the first unmet obligation would not be until 2055. This would grow to approximately 3,491 AF/year at buildout. Under dry-year conditions with NISP, if the Town were to acquire 50% of the potentially available shares, it would have its first unmet obligation until 2048, at 694 AF/year, which would grow to 2,475 AF/year in 2055 and 5,362 AF/year at buildout.

Table 17. Average-Year Future Model Results with NISP & 50% Tier 1 Acquisition

Year	Unmet Augmentation/ Return Flow Obligation (AF/year)	Reservoir 1 Storage (% Full)	Reservoir 2 Storage (% Full)	Reservoir 3 Storage (% Full)
2035	0	100%	100%	100%
2052*	42	100%	100%	100%
2055	604	100%	100%	100%
Buildout	3,491	100%	100%	100%

*This represents the first year over the modeling period with an unmet augmentation/return flow obligation.

Table 18. Dry-Year Future Model Results with NISP & 50% Tier 1 Acquisition

Year	Unmet Augmentation/ Return Flow Obligation (AF/year)	Reservoir 1 Storage (% Full)	Reservoir 2 Storage (% Full)	Reservoir 3 Storage (% Full)
2035	0	40%	40%	36%
2048*	694	40%	40%	41%
2055	2,475	40%	40%	40%
Buildout	5,362	40%	40%	40%

*This represents the first year over the modeling period with an unmet augmentation/return flow obligation.

8. Water Supply Development Costs

This Water Action Plan provides a roadmap to build out the Town's water system to meet anticipated demands over the next 30 years through 2055. The Town is continuing to develop the infrastructure and water rights to be able to utilize local water resources in the St. Vrain Creek Basin and will need to make decisions around how and where to invest capital to continue water supply development. This section outlines the cost elements of water supply development for the Town. These cost elements consist of the following, which are described in more detail in subsequent sections:

- Alluvial water supply and treatment,
- Tier 1 native water supplies,
- Non-potable water system,
- Tier 2 native water supplies, and
- NISP.

Recent history shows the potential extreme variability of the cost of construction and equipment based on economic conditions. This variability is difficult to accurately predict in short-term projections, and that accuracy declines exponentially for longer-term projections. For this reason, the costs presented in this section are shown in 2025 values that have not been escalated to account for the year the expenditure would occur. This allows for more accurate comparative cost estimates, but they do not represent the actual cost incurred. Another important consideration is that the presented costs represent solely the capital cost and do not include the cost of financing.

8.1 Alluvial Water Supply & Treatment

Water treatment plant capacity is typically expressed in units of million gallons per day (MGD) and is designed to meet what is known as the Maximum Day (max day) demand. This refers to the highest daily average flow expected over a 24-hour period, but it is more so a planning convention than a literal representation of the single highest day of water use. While a max day could coincide with an actual peak day, it more commonly reflects average daily demand during a 30 to 60-day period in the summer, when outdoor irrigation is at its peak.

Treatment plants are not designed to meet the short-term spikes in demand that occur during morning and evening peak hours, nor are they intended to supply the high flow rates needed for fire suppression. These demands are instead managed through the Town's water distribution system, which includes appropriately sized water mains and dedicated potable water storage.

Constructing a new treatment facility or expanding existing capacity is a complex, time-intensive process due to the specialized nature of treatment infrastructure. For planning purposes, the Town assumes a design period of up to two years, followed by a construction period of up to three years. While expansions may take less time, this five-year planning window provides a reasonable baseline for long-range planning. At the same time, much of the technology in water treatment is constantly changing, as are Federal and State treatment requirements. For this reason, new treatment capacity should be added in close alignment with actual growth to ensure regulatory compliance and avoid costly retrofits.

Given this, the Town aims to complete the development of additional treatment capacity when existing capacity reaches approximately 80% utilization. This buffer helps ensure continuity of service and protects against potential delays in construction. This 80% threshold is particularly important when the Town's available treatment capacity is limited and growth projections are high. Over the longer term, as more capacity comes online and growth stabilizes, this planning rule can be relaxed since the final 20% of capacity can support incremental growth for a longer duration.

8.1.1 Water Treatment Capacity

The existing St Vrain Water Treatment Plant (WTP 1) has an operational capacity of 1.5 MGD but was designed to be expanded to 5 MGD. Based on current growth projections, the Town has already started designing this expansion and the physical improvements are expected to be completed by 2029. Consequently, future expansions of the Town's treatment capacity were evaluated based on estimated max day demands. At this time, it is anticipated that NISP deliveries will be treated by the town, so there is no difference in the required treatment capacity with or without Firestone's participation in the project.

As shown in **Table 19**, the Town's growth projections show that the capacity of the 5 MGD facility will reach its 80% threshold in 2034. WTP 2 is expected to be another 5 MGD plant constructed immediately adjacent to the west of WTP 1. Similar to WTP 1, WTP 2 will be constructed in two phases, but each will be 2.5 MGD this time. A significant portion of the base infrastructure built with the first phase benefits the second phase, so the overall cost of the plant is distributed 60% with the first phase and 40% for the second.

As Firestone continues to grow, treatment capacity will need to be met with the development of a third plant, WTP 3. WTP 3 is planned for the northwest corner of the FAST property, between Colorado Blvd and the regional detention pond that divides the property. This plant will be planned for an ultimate capacity of 10 MGD, built out in phases of 2.5 MGD.

Each of the water treatment plant expansions has an independent cost estimate that depends on the flow rate of the additional treatment capacity and whether the expansion represents a new plant or an expansion on an existing plant. New plant construction was estimated to have a capital cost ranging from \$11.8M to \$23.6M per MGD of capacity. Plant expansions were estimated to have capital costs ranging from \$5.2M to \$7.8M per MGD of capacity.

Table 19. Phased Treatment Capacity Requirements

Project Phase	Total Treatment Capacity Required	Year Needed
WTP 1 Phase 2	5 MGD	2029
WTP 2 Phase 1	7.5 MGD	2034
WTP 2 Phase 2	10 MGD	2039
WTP 3 Phase 1	12.5 MGD	2043
WTP 3 Phase 2	15 MGD	2048
WTP 3 Phase 3	17.5 MGD	2053

8.1.2 Injection Well Capacity

Development of new water treatment capacity also includes the expansion of infrastructure needed to dispose of the wastewater brine left over from the reverse osmosis (RO) treatment process. The current system design is extremely efficient and should result in 90 – 92% recovery. The waste brine is disposed of in a 10,000-foot-deep injection well. The upper 8,000 feet of the well is completely encased to prevent waste brine from entering deep aquifer water or petroleum reserves. The bottom 2,000 feet of the well is a slotted pipe that allows high pressure pumps to push the waste into the surrounding porous rock formations. Eventually these types of disposal systems reach an equilibrium where they cannot increase the rate at which they can inject water. The precise limit of a well is dependent on several factors, but for purposes of this Action Plan it is assumed that an additional injection well system will be required for each new 5 MGD of treatment capacity. The wells need to be spaced at least ½ mile apart, and three potential new sites are being considered. The cost of the well systems includes the well, the injection pump station, and transmission of the waste brine from the WTP locations to the well sites. Costs for new injections wells were estimated to be approximately \$11M, with each new well cost varying slightly.

Table 20. Phased Injection Well Capacity Requirements

Injection Well System	Year Needed
2	2033
3	2048
4	2054

8.1.3 Alluvial Wellfield Capacity

The St. Vrain Water Treatment Plant (WTP) systems are being designed primarily to treat alluvial groundwater rather than surface water diverted from irrigation ditches. While alluvial groundwater is not inherently clean, it typically lacks some of the more challenging contaminants commonly found in surface water sources. Another key advantage of alluvial groundwater is its relatively stable water quality throughout the year, in contrast to surface water, which can fluctuate significantly in quality due to prior uses, seasonal runoff, and temperature variations. These characteristics make it easier and more cost-effective to design and operate a treatment process tailored to alluvial supplies.

WTP 1 currently receives raw water from a wellfield located at the FAST site, which can supply approximately 1.2 MGD of treatment capacity. The Town is actively developing a second alluvial wellfield, expected to be completed and operational by 2027. To meet future demands associated with new development, additional alluvial sources will be required. The Town has already identified several candidate sites and plans to begin evaluating selected locations in more detail later in 2025. A separate cost estimate was developed for each alluvial wellfield site. Wellfield costs ranged from \$6,100 to \$17,400 per GPM of capacity depending on site characteristics.

Table 21. Phased Alluvial Wellfield Capacity with and without NISP

Wellfield	Total Wellfield Capacity	Year Needed without NISP	Year Needed with NISP
Alluvial Wellfield No. 2 (2,240 GPM)	3,240 GPM	2027	2027
BGL-Vogl-Stinar Wellfield (3,710 GPM)	6,950 GPM	2032	2032
Mountain Shadows Park V-Wellfield (450 GPM)	7,400 GPM	2042	2045
Acord Wellfield (2,100 GPM)	9,500 GPM	2043	2048
Firestone Trail Wellfield (250 GPM)	9,750 GPM	2047	2053
Additional Wells (855 GPM)	10,605 GPM	2048	NA

8.2 Tier 1 Priority Native Water

The Tier 1 native water supply system is designed to provide augmentation supplies to offset depletions from the alluvial well system. The costs associated with the Tier 1 native water system include water right acquisition costs and infrastructure improvements to enhance the Town's ability to utilize Tier 1 water supplies for augmentation use.

8.2.1 Tier 1 Native Water Acquisition Costs

The Town has been an active buyer of Tier 1 native water rights, consisting of shares in the five priority irrigation ditch companies that surround the Town GMA. Since 2016, the Town has completed 19 separate share purchases across all five of the Tier 1 ditch companies. As an active buyer, the Town has a market perspective on availability and price for acquisition of native water supplies. The unit price is quite variable among the Tier 1 ditch companies, and a blended average is applied, weighted by the estimated volume of potentially acquirable water supply in each ditch company. In addition to the purchase price, Tier 1 acquisition costs also include transaction costs and costs of obtaining regulatory approvals through Water Court.

8.2.2 Tier 1 Native Water Infrastructure Costs

With the adoption of the 2020-2050 Water Action Plan, Firestone began design and construction of the core infrastructure needed to utilize the Tier 1 Native Water Rights for augmentation of the alluvial well depletions that supply the St Vrain WTP. These improvements included the completion of Firestone Reservoir No. 1, a pump station to transfer water from Reservoir No. 1 to St. Vrain Creek, a check and turnout structure to divert water from the Last Chance Ditch into Reservoir No. 1, and a diversion structure to transfer water out of the Rural Ditch and into the Last Chance Ditch. This infrastructure allowed Firestone to divert and store water from its Rural Ditch and Lower Boulder Ditch water rights and is the basis for the next phase of system expansion and development of other Tier 1 Native Water.

This update of the Water Action Plan will expand the use of the existing core infrastructure and present a plan to fully capitalize on new Tier 1 Native Water acquisitions. These improvements will include additional water storage, new infrastructure to convey water from other Tier 1 ditches to the storage, and capacity enhancement of ditches.

To accommodate the additional water supplies, Firestone will add to its current storage with the addition of Firestone Reservoir Nos. 2 and 3. Reservoir No. 2 will be located adjacent to the west side of Reservoir No. 1 and will share the inflow diversion from the Last Chance Ditch and the river return pump station in Reservoir No. 1. The purchase of the reservoir will be completed in 2025 along with the design of slope protection and a new pump station that will transfer water from Reservoir No. 2 into Reservoir No. 1. The capital costs associated with making Reservoir No. 2 operational are estimated to be \$11.3M. Reservoir No. 3 is being mined and will be delivered to the Town by December 2031. After its completion, the Town will add slope protection, install a new turnout and diversion system from the Last Chance Ditch to convey water to the reservoir, and install a tower pump station similar to the one at Reservoir No. 1 to allow water to return to the St. Vrain Creek. Capital costs to complete Reservoir No. 3 facilities are estimated to be \$17.3M.

In 2019, the Town began acquiring shares in the Godding Ditch and the Coal Ridge Ditch. In both cases, the Town does not currently have the infrastructure to deliver that water into its existing or planned reservoirs.

- For Godding Ditch, the Town is planning two phases of improvements. The first will be a check and diversion structure at the end of the ditch to allow the Town to measure its water and divert it to the Tri-Town Drainageway which is intercepted by the Last Chance Ditch. However, future drainage improvements in that basin will eliminate that connection so the second phase will utilize the same turnout but will utilize a piped conveyance that will deliver water to Reservoir No. 2. These improvements are estimated to have a cost of \$7.4M.
- The Coal Ridge Ditch delivers water into two river basins, the St Vrain on the west and the South Platte on the east. For water shares that historically were delivered on the St Vrain side of the ditch, Firestone has already begun the design of a new turnout structure and pipeline that will be able to deliver water to all three of the Towns reservoirs. Construction of these improvements are expected to begin late in 2025 and extend through 2026, possibly into 2027. This system is also being designed to allow the Town to take deliveries of its Lower Boulder Ditch water. The Coal Ridge Ditch is the downstream end of the Lower Boulder ditch, and this diversion point is likely a much more efficient way for the Town to get that water into its St Vrain storage reservoirs. For Coal Ridge shares that historically were delivered on the South Platte side of the ditch, Firestone will need to develop new infrastructure and potentially develop agreements with a new ditch company. The combined improvements to the Coal Ridge Ditch are estimated to total approximately \$10.6M

Although the Town would like to use the planned west Coal Ridge Ditch diversion and conveyance to get its water to the existing and future reservoirs, some of the Lower Boulder ditch shares historically were delivered to property west of I-25 and have return flow obligations to either Boulder Creek or Idaho Creek. The Town does not have any infrastructure to accomplish this, so the Action Plan anticipates the Town developing a Managed Aquifer Recharge (MAR) station to satisfy those returns. The Town is beginning an initial study in 2025 to assess ideal locations for such a facility so as purchases of shares in that area are contemplated the purchase decision can include land and access for a MAR site. This initial study is estimated to have a cost of \$0.6M.

The final Tier 1 Native Supply improvement being planned is expansion of the flow capacity of the Last Chance Ditch from Reservoir No. 1 upstream to the river headgate in St Vrain State Park. The ditch has the legal ability to deliver just under 100 cfs from the river but there are some bottle necks in the ditch that limit its capacity. Because all of the Town's reservoir storage sits under this ditch, the enhanced capacity will allow the Town to maximize delivery of "free river" water when there are no senior priority water rights placing a call. These improvements will consist of channel dredging to restore the ideal ditch cross-section and replacement of some culverts that are not sized to accommodate the allowed flowrate. The Last Chance Ditch improvements are estimated to have a cost of \$1.9M.

8.3 Non-Potable Irrigation System

The Town completed a Raw Water Irrigation System Infrastructure Master Plan in 2019. The conceptual design comprised of a primary trunk line extending south from Firestone Reservoir No. 1 paralleling Colorado Boulevard and terminating near the Gateway Park at Grant Avenue remains a viable plan from a water rights perspective and constructable layout. In addition to constructed and planned conveyance infrastructure delivering water to Firestone Reservoir No. 1 from the Rural Ditch, additional supplies from the Coal Ridge Ditch could be delivered to both Central Park and Reservoir No. 1.

Two irrigation demand concepts are also available for future development. Scenario A would deliver non-potable, raw water to Town-owned properties including parks with existing irrigation systems currently served via the potable distribution system. Water would be delivered either through irrigation laterals fed from the primary north-south trunk line, or potentially from an irrigation pump station at a proposed pond in Central Park. Scenario B encompasses a broader scope where existing and future community irrigation systems (typically managed by homeowner or community associations) would also be connected to the primary trunk line.

The fundamental benefit of a non-potable irrigation system would be removing irrigation demands from the potable treatment and distribution system shaving peak demands during the summer outdoor use season and preserving that capacity for future growth. Additional benefits include the appropriate quality of water to outdoor uses where drinking water quality is not necessary and providing a lower unit billing rate to those irrigation customers that choose to connect to the system.

This Water Action Plan does not include a distinct water supply plan and cost estimates for the Town's future non-potable irrigation system. In this Water Action Plan, all outdoor demands are included in the treated water demands. The Town's raw water demand and a separate non-potable water system should be evaluated in future water plan updates as additional information is available on potential connections to a Town raw water system.

8.4 Tier 2 Native Water

Tier 2 native water supplies are included in this Water Action Plan as the potential next phase of municipal water supplies used to augment the alluvial wellfields. The Tier 2 water supplies are located further from the SVWTP and the Town's central infrastructure, but use of these supplies will be similar to the Tier 1 water.

8.4.1 Tier 2 Native Water Acquisition Costs

The Tier 2 native water rights include shares in irrigation ditch companies diverting from Boulder Creek, St. Vrain Creek, and the South Platte River. These companies have had relatively active markets, but the Town has not been an active buyer of these Tier 2 supplies. The unit price is variable among the Tier 2 ditch companies, and a blended average is applied, weighted by the estimated volume of potentially acquirable water supply in each ditch company. In addition to the purchase price, Tier 2 acquisition costs also include transaction costs and the costs of obtaining regulatory approvals through Water Court.

8.4.2 Tier 2 Native Water Infrastructure Costs

The opportunity to acquire water rights in the Tier 2 Native Supply ditch systems will require some additional infrastructure to get the water to the Town's existing storage infrastructure and to be able to make return flow obligations to their respective historic basin deliveries.

The Boulder and Weld Ditch is an example of a potential water supply that is west of I-25, owes returns to either Boulder Creek or Idaho Creek, and currently has no direct connection to the Town's conveyance and storage facilities. In this example, the Town would look at the potential to develop Managed Aquifer Recharge on property historically irrigated under this ditch and use that for satisfaction of return obligations. The consumable portion of the water rights will need to be conveyed to the existing Town conveyance and infrastructure. The current plan for this is to construct a new check and turnout structure at the tail end of the ditch on the east side of I-25, then pipe it to the Godding Hollow drainageway to be picked up by the Rural Ditch, then utilize the Town's existing Rural Ditch to Last Chance Ditch transfer diversion and then storage in any of the Town's three reservoirs. The cost of improvements for the Town to utilize shares in the Boulder and Weld Ditch is estimated to be approximately \$2.0M.

The Highland Ditch system lies north of St. Vrain Creek. The Town currently has no infrastructure for storage of water north of the creek, nor any conveyance infrastructure to get the water to the south side and into the Town's storage. The Town will be exploring other options, but for purposes of this Action Plan the Town will construct a new check and turnout structure off one of the branches of the ditch system north of SH 66. This point was selected because all of the water historically delivered under that portion of the ditch is in the Town's growth planning area and would owe its return obligation to the St Vrain.

The Lupton Ditch system generally operates in the South Platte basin, though the Lupton Bottom ditch serves property in both the South Platte and St Vrain basins. The Town is already planning conveyance improvements to a portion of the Lupton Bottom Ditch system to divert some of its Coal Ridge Ditch water. For now, the Town believes that the exchange agreement with the other water provider will allow for some level of investment in these other water rights, but future acquisitions may warrant additional infrastructure to be developed.

8.5 NISP

The capital costs associated with NISP were estimated from the January 2023 cost table developed by Northern Water. The NISP capital costs in January 2023 were estimated to be \$2.25 billion, which was indexed to a March 2025 cost estimate of \$2.4 billion based on the change in the Consumer Price Index (CPI). As described above, NISP will be constructed in two phases. The first phase will include the construction of Glade Reservoir and is estimated to represent approximately 75% of the overall project costs based on the Northern Water cost table. The water supply yield of the first phase has been previously estimated to be roughly half of the overall project yield, or 20,000 AF per year of average supply. The unit cost (\$/AF) of the first phase is comparable to current market prices for C-BT contract units. The second phase is estimated to have reduced unit costs but carries greater uncertainty regarding cost and timing. **Table 22** summarizes the cost estimates for NISP applied in this plan.

Table 22. NISP Cost Summary

Cost Factor	Phase 1 (Glade)	Phase 2 (Galeton)	Total Project
Project Capital Cost	\$1,811,934,311	\$593,106,602	\$2,405,040,913
Water Supply Yield (AF)	20,000	20,000	40,000
Unit Cost (\$/AF)	\$90,597	\$29,655	\$60,126
Firestone Participation (AF)	650	650	1,300
Firestone Capital Cost	\$58,887,865	\$19,275,965	\$78,163,830

8.6 Summary of Water Supply Development Costs

The preceding cost estimates were compiled into a capital cost schedule over the next 30 years of water supply development. Annual operation, maintenance, and replacement costs were not considered in this Water Action Plan. The capital costs were organized by the two water supply development scenarios: (1) with participation in NISP, and (2) without participation in NISP and fully reliant upon native water supplies. **Figures 10 and 11** provide graphs of the estimated capital costs as they occur. The total capital costs over the 30-year planning period are only slightly higher for the NISP scenario but NISP costs are also heavily weighted towards the near-term period, which provides the Town with less flexibility in responding to various levels of growth demands. In the next 10-year period, participation in NISP is estimated to carry additional costs of roughly \$70M compared to the scenario in which native water supplies are the focus of the Town's water development efforts. Over the 30-year planning period, the Town's total capital cost expenditure to further develop water supply is estimated to be \$333M to \$403M depending on the Town's water supply development focus and involvement in NISP.

Figure 10. Water Supply Development Costs with NISP Participation

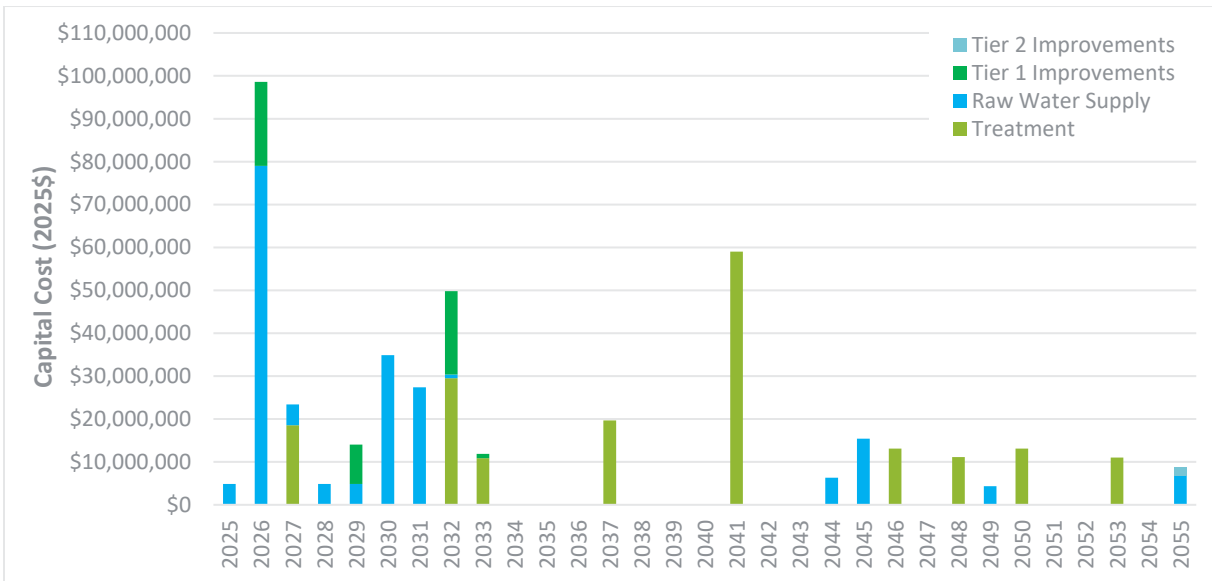
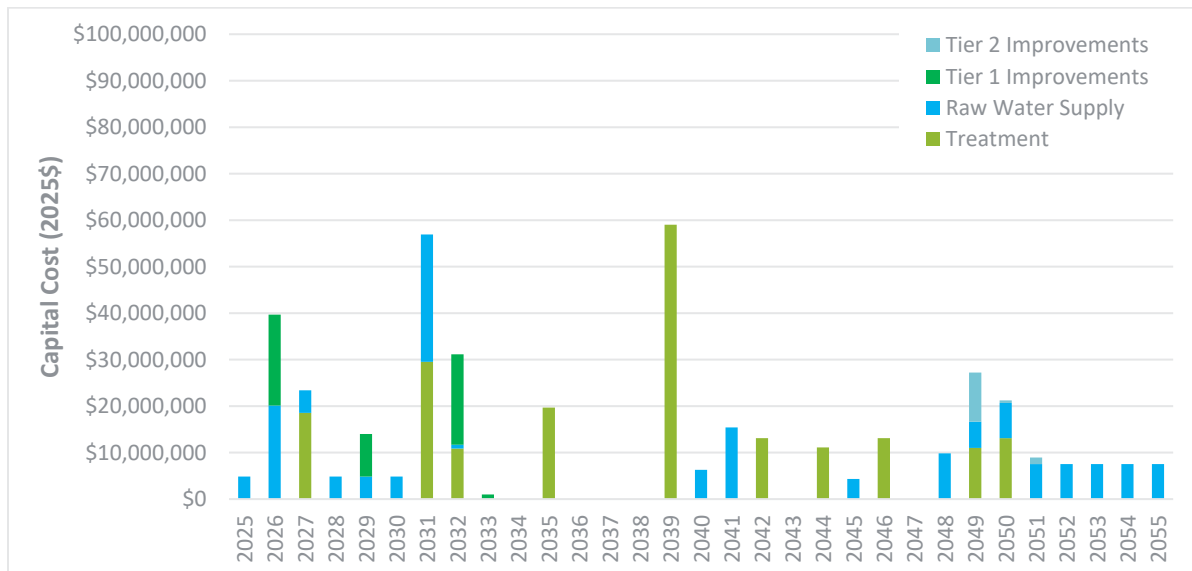


Figure 11. Water Supply Development Costs without NISP Participation



9. Financial Analysis of Water Supply Options

A financial analysis was completed to evaluate the Town's ability to pay for the planned water supply development costs outlined in the preceding section. This analysis compiled the expected revenue from development payments for water service.

All cost and revenue streams are calculated at a 2025 price level (variously referred to throughout this report as *2025 dollars*) and presented in real terms, that is there is no assumption made for price inflation of either costs or revenues. Assuming equivalent escalation of the various cost and revenue streams, this real dollar analysis maintains equivalent proportional comparisons to a financial analysis in nominal terms.

9.1 Revenue Model to Pay for Water Supply Development

Revenues are forecasted over the 30-year planning period 2025–2055, common with the water demand and water supply cost projections. The Town’s water revenues are principally comprised of two distinct income streams: growth fees and customer rate revenues. Growth fees are those paid by developers while customer rate revenues are charges and fees paid by established water users through monthly water bills. This revenue model solely evaluates growth fees, under the premise that “growth pays its own way.”

Growth fees are those paid by developers and are a function of the Town’s water dedication (demand) requirements (i.e., AF/acre, AF/lot, AF/unit) and the unit cost of the accompanying fees. Growth fees are paid upfront, generally in the year prior to breaking ground on a development project phase. This revenue can be sporadic due to development activity and the front-loaded nature of the payment. Growth fee revenues modeled for this analysis are based on development within the SVWTP service area and the Undefined Growth Areas. The growth fees included in this analysis and compared to water supply development costs for feasibility are described below.

- **Storage & Infrastructure Fee (S&I)** – This fee is paid by developers that are dedicating native water rights to the Town in support of their development. The selection of acceptable rights is at the discretion of the Town and the S&I, charged on a \$ per AF basis, can vary depending on the native rights being dedicated and the Town’s costs to firm the reliability and enhance the usability of the dedicated water rights. The S&I fee is estimated to be \$17,500 per AF of dedicated Tier 1 water right for this planning analysis. Six specific development projects with known Tier 1 water rights that are anticipated to be dedicated to the Town were assumed to pay the S&I fee upon dedication of their water rights in the year prior to development.
- **Cash-In-Lieu Fee (CIL)** – This fee is paid by developers instead of (in lieu of) dedicating water rights to the Town. The Town has historically published a CIL fee based on water supply service from CWCWD, and the CIL for new service supplied by CWCWD is priced as stated in the Town municipal code as “...to be not less than 110% of the then current price of a unit of C-BT water with an assumed annual yield of 0.6 AF/unit.” The Town’s future growth is expected to be served primarily by the SVWTP and the published C-BT market rate is not applicable. In recent years, the Town has estimated a CIL fee specific to each land development project served by the SVWTP. For this Water Action Plan, the CIL fee for future developments is estimated to be \$70,000 per AF. For any development without planned dedications of native water rights the dedication requirement is assumed to be satisfied through payment of CIL.

- Water System Development Fee (WSD)** – Water system development fees are paid to compensate the Town for the costs of building the water infrastructure necessary to treat, store, and distribute potable and reliable water supplies to customers. These are distinct fees from S&I and CIL fees because S&I and CIL fees are paid to secure reliable raw water supplies while WSD fees are paid to build and maintain the water treatment, storage, and delivery infrastructure. The capital costs of water supply development in this Water Action Plan include significant water treatment costs but do not include any of the infrastructure after treatment (which are more accurately classified as operations and maintenance for *existing* rather than *new* infrastructure). For this analysis, it was assumed that 70% of the WSD fees paid by new development supports treatment and infrastructure costs upstream and inclusive of the treatment plant(s), and 30% supports storage and distribution downstream of treatment. The analysis therefore includes 70% of WSD fees collected over the planning period. The Town's 2025 WSD fee is \$25,004 for the typical SF home, 70% of which is \$17,503 per home.

As stated above, the Town continues to have an informal policy that “growth pays its own way”, such that existing customers do not pay for additional water supply development that will allow for service to new customers. This Water Action Plan applies this policy, such that customer rate revenue is not used as an income stream to pay for water supply development projects. The Town could decide in the future to modify its water rates to help pay for capital improvements related to water supply development, but this plan does not apply this approach. This Water Action Plan also does not calculate and account for operation, maintenance, and replacement (OM&R) costs which are expected to be paid from customer rate revenue.

9.2 Revenue from Development

The projected revenue from development activity depends on the scale of expected growth in the Town. As described previously in this report, three demand scenarios were developed to simulate low, medium, and high rates of growth. **Figure 12** illustrates the cumulative revenue from growth fees for each demand scenario over the 30-year planning period. These highly variable revenue projections reflect the reality that less revenue will be available to pay for water supply development projects if the Town experiences reduced building activity. As stated previously, the water supply and demand accounting and capital cost estimates are based upon the high demand scenario. A useful aspect of this financial analysis is to understand the Town's ability to pay for high growth water development costs (using only growth revenue) if future development activity only occurs at the low or medium level of growth. In other words, it informs the financial risk of building water supply capacity for growth that does not occur as planned.

Figure 13 shows the breakout of cumulative growth fee revenues by fee type and account type. CIL makes up 60%–72% of all fee revenues (depending on growth scenario) while S&I comprises 2%–8% and WSD 25%–32%. SF home development comprises 70%–85% of all fee revenues (depending on growth scenario) while MF comprises 1%–9% and non-residential is 14%–21%.

Figure 12. Cumulative Total Growth Fee Revenue by Demand Scenario

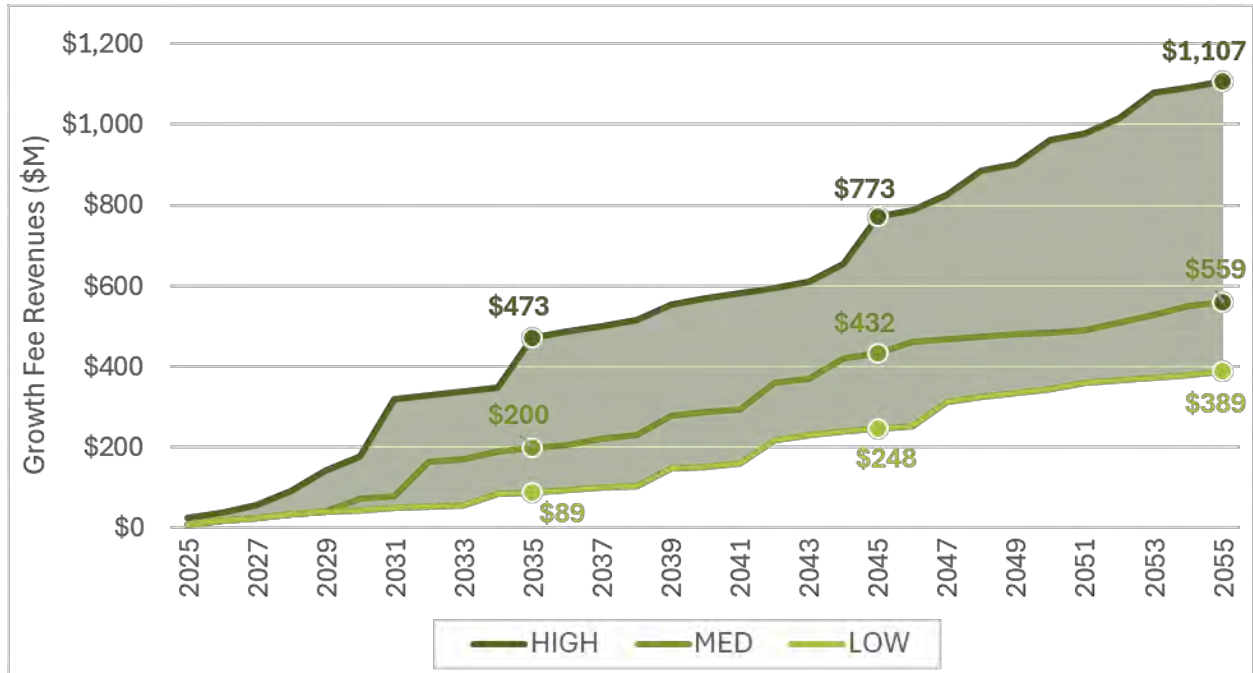
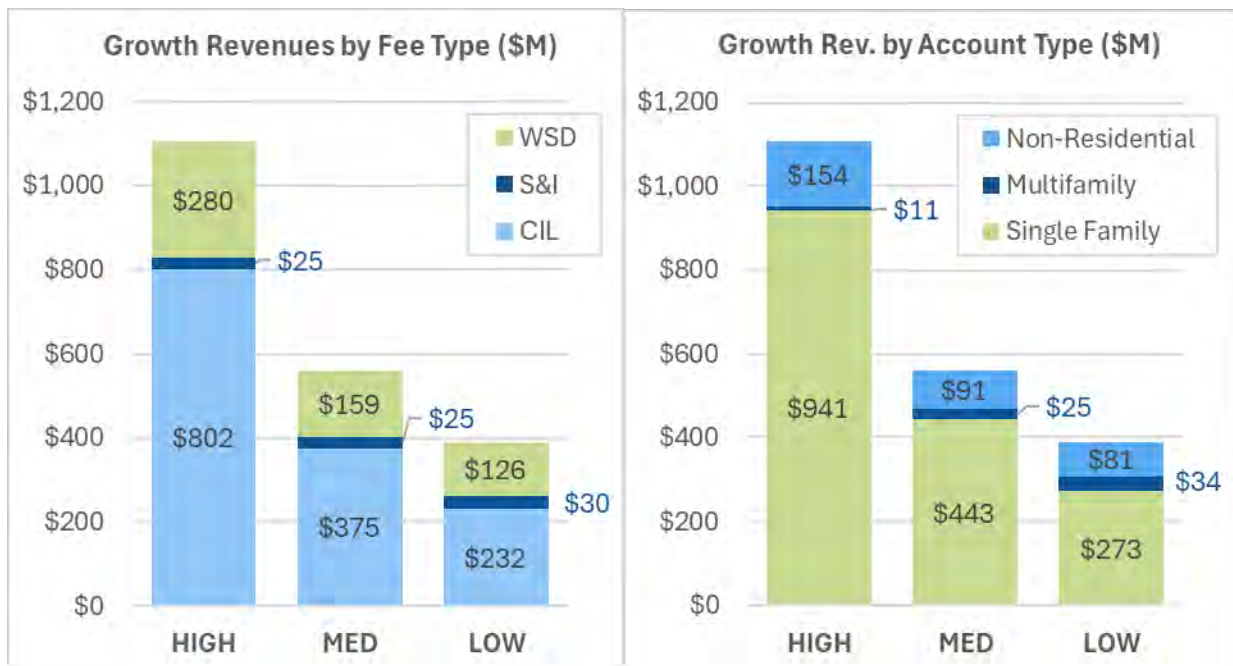


Figure 13. Cumulative Growth Fee Revenues by Fee Type and Account Type



9.3 Bonding Capacity for Capital Costs

Two cost scenarios are modeled and compared to the revenue streams: (1) With-NISP and (2) Without-NISP. **Table 23** summarizes the capital costs and year(s) of incurrence by cost category under each cost scenario. The cost categories accounted for include water treatment, raw water supply, Tier 1 augmentation, and Tier 2 augmentation, and the inclusion of specific cost items varies by scenario. The With-NISP scenario has total costs of \$451.4 million while the Without-NISP scenario has total costs of \$403.8 million.

Bonding assumptions are made to forecast the debt service outlay under the two cost scenarios. It is assumed that two bonds would be procured under either scenario and that the first new bond (Bond 1) is the sum of all costs from 2025–2035 and the second new bond (Bond 2) is for the sum of all costs from 2036–2055. Both bonds under either scenario are assigned a 30-year term with Bond 1's term spanning 2025–2054 and Bond 2's term spanning 2036–2065.

The bond interest rate is estimated as 4.16% based on the 2024–2025 average yield-to-maturity for the Town's Water Enterprise Revenue Bonds, Series 2020. The bond markets implicitly account for inflation expectations and therefore the rate must be adjusted for use as a real rate to maintain consistency with the no-inflation analysis framework. Inflation is estimated as 2.75% based on the change in the Consumer Price Index (CPI) over the 20-year period 2005–2024. Applying this adjustment returns a real rate of 1.37%, which is applied for Bonds 1 and 2. Bonding assumptions are summarized in **Table 24**. The table also reports the existing WAP annual debt service payment for the 30-year Series 2020 bond, which matures in 2049. **Figure 14** shows the debt service outlay over the planning period under each cost scenario.

Table 23. Capital Costs Summary by Cost Scenario

Category & Item	With-NISP		Without-NISP	
	Cost (\$M)	Cost Year(s)	Cost (\$M)	Cost Year(s)
Water Treatment				
WTP 1 Expansion	\$18.6	2025	\$18.6	2025
WTP 2	\$49.2	2030, 2035	\$49.2	2030, 2035
WTP 3	\$85.3	2039, 2044, 2049	\$85.3	2039, 2044, 2049
Injection Wells	\$33.0	2032, 2047, 2053	\$33.0	2032, 2047, 2053
<i>Subtotals</i>	<i>\$186.0</i>		<i>\$186.0</i>	
Raw Water Supply				
Alluvial Wells	\$59.1	2025, '30, '43, '46, 2051	\$64.3	2025, 2030, 2039–40, 2042
Tier 1 Water Rights	\$34.8	2025–32	\$34.8	2025–32
Tier 2 Water Rights	\$24.4	2052–55	\$49.4	2049–55
NISP	\$78.2	2026, 2030	--	--
NISP Pipeline	\$10.8	2026	--	--
<i>Subtotals</i>	<i>\$207.1</i>		<i>\$148.4</i>	

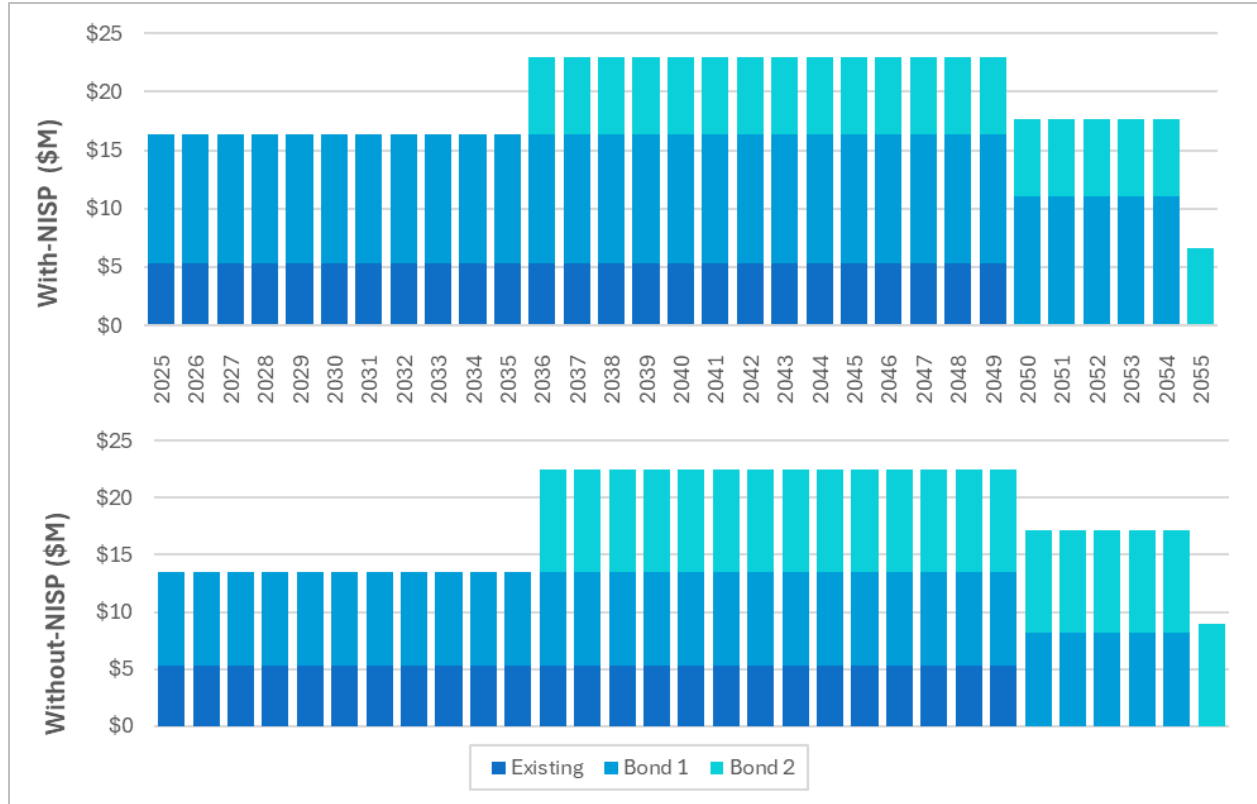
Category & Item	With-NISP		Without-NISP	
	Cost (\$M)	Cost Year(s)	Cost (\$M)	Cost Year(s)
Tier 1 Augmentation				
Reservoir Storage	\$29.3	2025, 2031	\$29.3	2025, 2031
Last Chance	\$1.9	2028	\$1.9	2028
Godding	\$10.8	2025, 2028	\$10.8	2025, 2028
Coal Ridge	\$13.6	2025, 2031–32	\$13.6	2025, 2031–32
Lower Boulder	\$0.6	2028	\$0.6	2028
<i>Subtotals</i>	\$56.3		\$56.3	
Tier 2 Augmentation				
Highland	--	--	\$11.1	2051
Boulder & Weld	\$2.0	2052–53	\$2.0	2049–50
<i>Subtotals</i>	\$2.0		\$13.1	
TOTAL COSTS	\$451.4		\$403.8	

Table 24. Bonding Assumptions by Cost Scenario

Bond Criterion	With-NISP		Without-NISP		Existing
	Bond 1	Bond 2	Bond 1	Bond 2	Debt Service
Costs Aggregated (Years)	2025–2035	2036–2055	2025–2035	2036–2055	--
Principal (\$M)	\$296.4	\$155.0	\$200.4	\$220.0	--
30-Year Term	2025–54	2036–65	2025–54	2036–65	2020–49
Rate (Real) ^a	1.37%	1.37%	1.37%	1.37%	--
Annual Payment (\$M)	\$12.1	\$6.3	\$8.5	\$8.0	\$5.3

^a Real bonding rate determined as 2024–25 average yield-to-maturity for Firestone’s Series 2020 Water Enterprise Revenue Bonds (4.16%) adjusted to remove inflation (2.75%). Inflation is determined as the 2005–24 annual change in CPI.

Figure 14. Debt Service Outlay by Cost Scenario

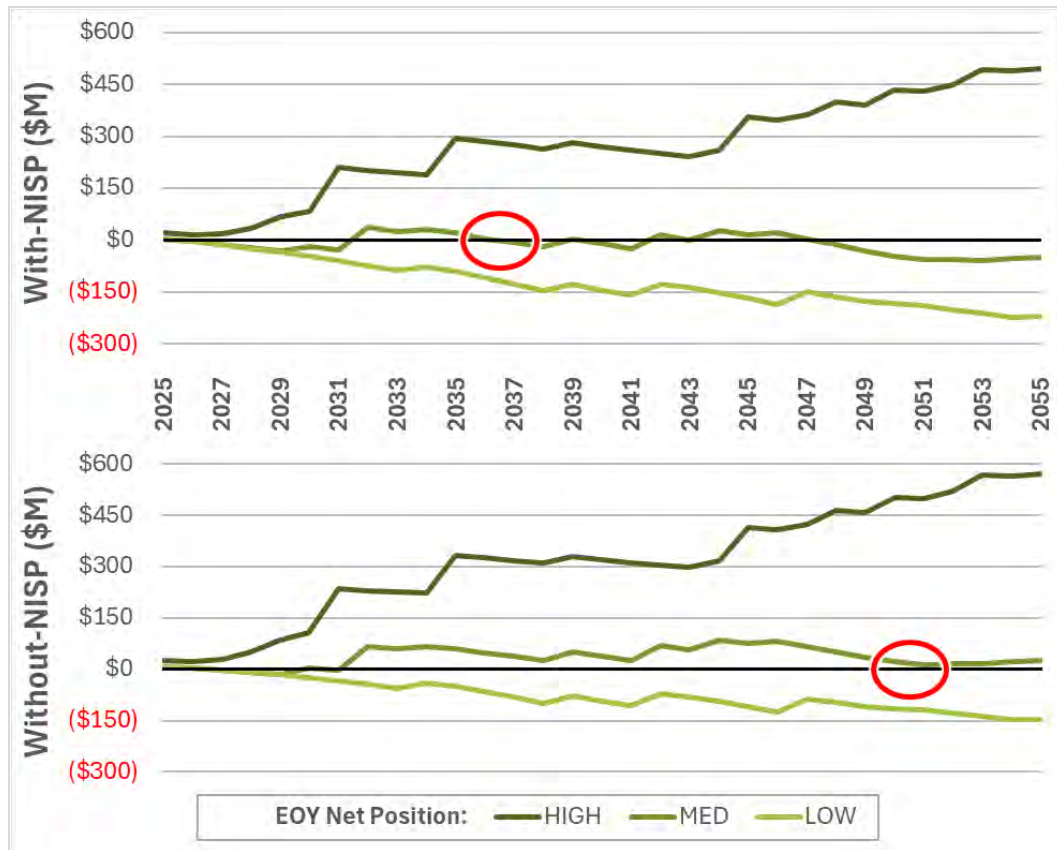


Bonding capacity is estimated based strictly on the growth fees described above. Two informative metrics are calculated as indications of bonding capacity: the end-of-year (EOY) net position of the WAP Account and the debt-service coverage (DSC) ratio. According to the 2023 Rate Study the Town has a DSC ratio target of 1.25.

The EOY net position is calculated as the sum of the year's beginning net position and the annual surplus or deficit accrued that year. The annual surplus or deficit is calculated as growth fees collected less debt service expended in that year. The 2025 beginning net position is taken from the 2023 Rate Study and serves as the starting point. **Figure 15** shows the EOY net position for each cost scenario under the three demand scenarios.

The zero line in **Figure 15** indicates that growth fee revenue is able to cover the expected costs of water supply development, estimated as bond payments. As shown, the high growth level is expected to result in revenues that exceed bond payment costs for both the With-NISP and Without-NISP scenarios. Under medium growth projections, revenues are able to cover bond costs through 2050 in the Without-NISP scenario and through 2036 in the With-NISP scenario. If low growth occurs, bond payments consistently exceed revenue from growth fees. The Town is expected to rely upon customer rate revenue to fund the bond payments if growth fees are insufficient.

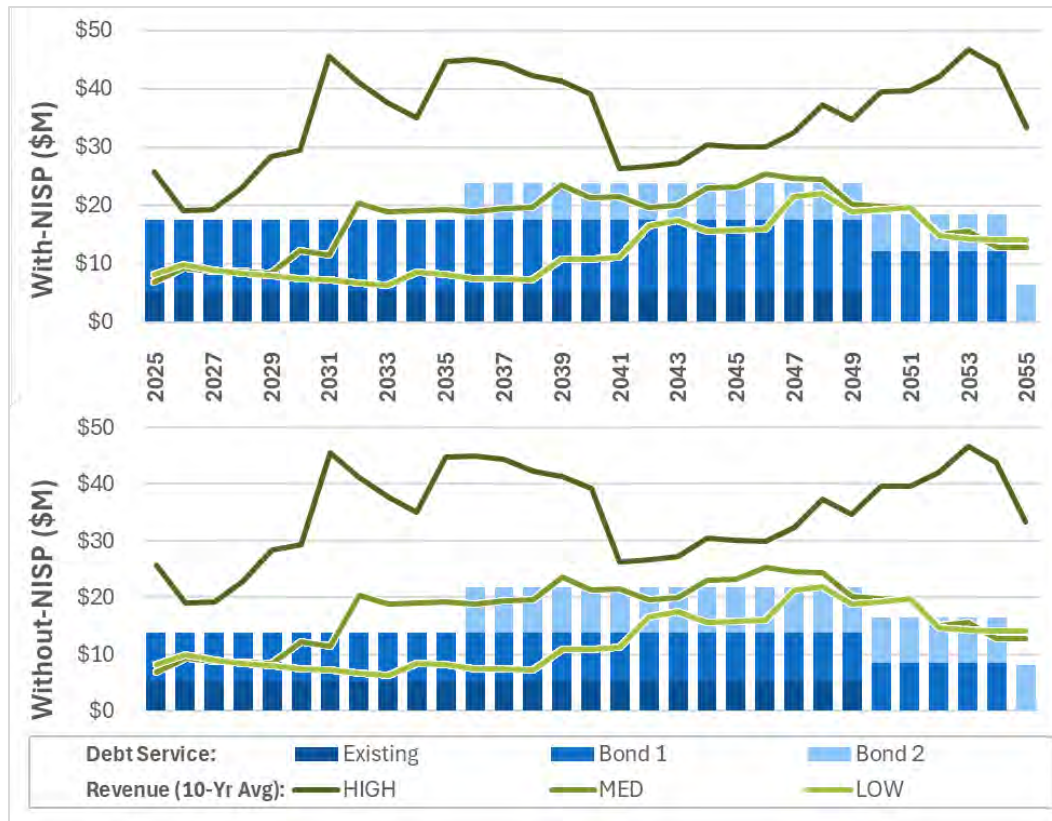
Figure 15. End-of-Year WAP Account Net Position by Cost & Demand Scenario



The DSC ratio is customarily calculated as revenues divided by debt service for a given year. A DSC ratio greater than one indicates that revenues exceed debt service and a ratio less than one indicates revenues fall short of debt service coverage. To smooth the erratic nature described and provide a more meaningful metric the 10-year rolling average of growth revenues are used in the DSC ratio calculation.

The 10-year growth revenue rolling average for each demand scenario is plotted against annual debt service under the cost scenarios in **Figure 16**. In years where growth fee revenues are sufficient to cover debt service the revenue curve is above the top of the debt service column. This is the case for most years under the high demand scenario for either cost scenario, rarely the case for the medium demand scenario under either cost scenario, and, with the exception of 2055 (the year after Bond 1 matures), is never the case for the low demand scenario under either cost scenario.

Figure 16. Growth Revenues & Debt Service by Cost & Demand Scenario

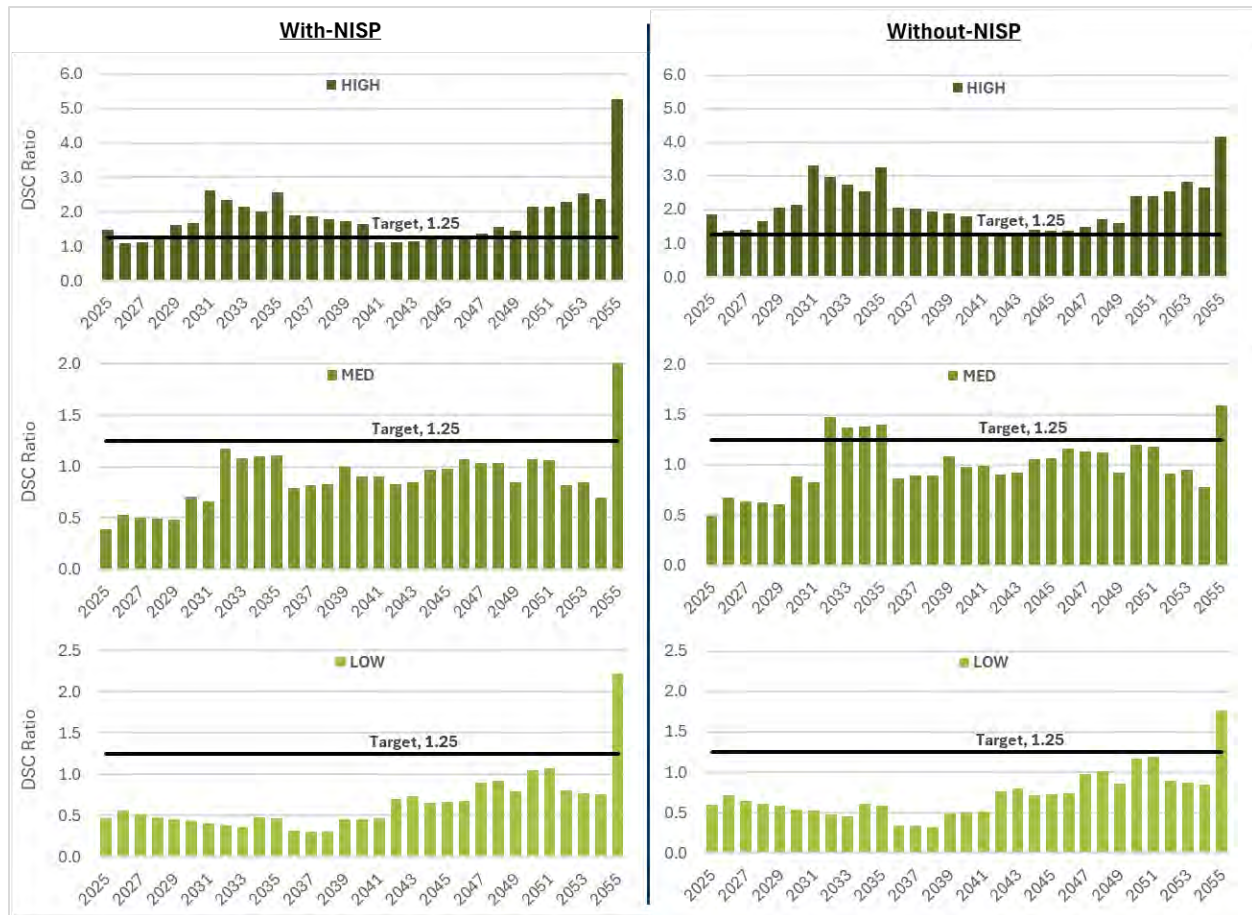


The DSC ratio calculated based on the annual debt service and 10-year rolling average of growth revenues is shown in **Figure 17**, while **Table 25** summarizes the count of years across the planning period where DSC meets or exceeds 1.00 and 1.25 under each cost and demand scenario. As expected, based on the figures above, the high demand scenario maintains a DSC ratio of greater than 1.00 in all years under either cost scenario and maintains a DSC ratio of at least 1.25 in all years under the Without-NISP cost scenario. Under the With-NISP cost scenario the high demand scenario meets the 1.25 target in 26 of 31 years. The medium demand scenario achieves a 1.00 DSC ratio in about half of years under either cost scenario, while it achieves 1.25 in only one year under the With-NISP scenario and five years under the Without-NISP scenario. The low demand scenario achieves either DSC ratio in only 1–5 years under either cost scenario.

Table 25. Years of 31-Year Planning Period when DSC Targets are Met or Exceeded

Demand Scenario	With-NISP		Without-NISP	
	> 1.00	> 1.25	> 1.00	> 1.25
HIGH	31	26	31	31
MED	13	1	15	5
LOW	3	1	5	1

Figure 17. Debt Service Coverage Ratio by Cost & Demand Scenario



9.4 Financial Analysis of Water Supply Options

This financial analysis provides a useful perspective on the Town's water supply development plans. The following points summarize the findings from this financial analysis:

- **Anticipated Growth Pays for Itself.** The Town's P&D expects the Town to see high growth levels over the planning period based on known developments. At the high growth level, the financial analysis shows that growth fee revenue is sufficient to cover the anticipated costs of water supply development without anticipated impact on customer rates.
- **Limit Financial Exposure.** This analysis illustrates the financial risk that is inherent with building water supply capacity in anticipation of future growth. This risk is necessary for growing communities to be able to serve new development projects, but efforts should be made to limit and mitigate the risk if possible. The SVWTP system is modular by design, allowing the Town to make incremental investments in its water system to adapt to changing growth patterns. As shown, the Without-NISP scenario provides slightly less financial exposure, suggesting reduced levels of growth will not impact existing customers. Under the medium demand Without-NISP scenario, growth fees can cover water supply development costs for the next 25 years.

10. Qualitative Risk Assessment

The activities described in the foregoing sections of this Water Action Plan are intended to provide the Town with a safe and reliable water supply in the decades to come and allow for continued development and growth. While this plan applies conservative assumptions and benefits from the collective experience of the Town's water team, all water planning carries inherent risks and uncertainties. A few of the most prominent risks are described qualitatively in the following subsections to provide some perspective for Town leadership and to assist future Town water planning.

10.1 Drought and Climate Variability

Climate variability and drought cycles are a known and common component of water supply planning. Most municipalities plan and develop their water supply portfolios to meet water demands during relatively severe drought periods. This ensures public health and safety even during droughts.

The Town's tools to mitigate the effects of drought on its water resources include:

- **Diversified water supplies.** Drought often impacts river basins to varying degrees, such that having access to water supplies that are sourced from geographically separated sources is a useful tool. The Town's water supply is sourced from both the headwaters of the Colorado River Basin through the C-BT system and locally from the St. Vrain Creek alluvium.
- **Reservoir storage.** The ability to store water in years with abundant water supplies for use during drought periods is a critical aspect of water management on the Colorado Front Range. The Town has access to several storage reservoirs that will allow the Town to maintain water supplies during drought periods. The C-BT system has several large reservoirs, including Carter Lake, that help to maintain annual allocations during dry periods. The Town is also in the process of constructing three reservoirs from former gravel pits that will provide local storage.
- **Demand management.** The Town can also implement strategies to reduce customer demand during drought cycles if water supplies are anticipated to be insufficient to meet full water demands. Demand management strategies can include specific restrictions on outdoor water uses and modifications to water rates. These types of strategies are often employed by municipal water providers in the latter years of a drought after reservoir storage reserves have been drawn down.

This Water Action Plan applies several assumptions that provide the Town with a significant cushion to maintain water supply reliability through droughts. These assumptions include: (1) no use of the Town's junior-priority river diversion rights for supplementing supply and enhancing storage, (2) no yield of the Town's reservoir storage during average year hydrological conditions to preserve the storage for drought periods, and (3) no demand reduction during drought periods. This Water Action Plan also includes separate water supply-demand accounting that applies successive dry-year yields to the Town's water supplies over the 30-year modeling period. If dry-year yields were experienced each year over the 30-year period, then an overall 19% demand shortage is projected. This overly conservative dry-year modeling indicates a low likelihood that the Town would experience a supply shortage during droughts.

10.2 Colorado River Issues

Water management and allocation issues on the Colorado River are highly publicized and an active area of conflict and negotiations among the 7 basin states and the U.S. Department of Interior through the Bureau for Reclamation. The State of Colorado, through its representatives, is an active member on the Upper Colorado River Commission and is engaged in the planning and implementation of the Upper Basin States 5-Point Plan. Those points are:

- Re-initiated and re-authorized System Conservation Pilot Plan (SCPP),
- Demand Management Investigations,
- Implementation of the 2023 Drought Response Operations Agreement (DROA),
- Implementation of the 2023-Approved Drought Contingency Plan (DCP), and
- Upper Basin Water Conservation and Management.

These issues are important to Firestone because of its current ownership of 5,436 Colorado-Big Thompson Project Units. Firestone's annual yield from this ownership will vary from 2,718 AF at the historical minimum quota allocation of 50% to as much as 5,436 AF at a full quota of 100%. The 1957 – 2024 median quota is 70% which yields 3,805 AF. Through the Operations Agreement with the Central Weld County Water District, Firestone receives its C-BT water following treatment at the Carter Lake Filter Plant at Carter Lake. Given that the median historical yield of Firestone's current C-BT unit ownership is approximately 62% of the median forecast demand in 2055, changes in the physical or allocated yield of the C-BT project would have an impact on the Town's ability to serve its customers. This reinforces the importance of the current strategy to diversify the town's water supply with native St. Vrain Creek water supplies.

10.3 Inter-Agency Relations

Portions of Firestone's customers are served by water districts (Lefthand Water District and Little Thompson Water District) outside the management of the Town and as noted above, Firestone receives wholesale treated water service from the Northern Colorado Water Conservancy District via the Central Weld County Water District. Additionally, wastewater treatment service is provided by the St. Vrain Sanitation District through which Firestone accounts for its reusable return flows necessary for its water rights operations on the St Vrain Creek. Maintaining constructive working relationships with all of these entities is an important consideration for the Town's leadership and management over the planning horizon of this Plan.

10.4 Infrastructure Development Delays

The Town could experience delays in construction for any of the capital projects described in this report. Based on the Town's experience constructing the first phase of the SVWTP, delays can result from shortages in materials, permitting, site acquisition, construction errors, or problems that are discovered during construction. The following delays are noted as most likely to occur given the type of infrastructure development planned for the Town's water system:

- Permitting the brine injection wells,
- Shortage of specialized materials for the water treatment plants,
- Equipment and components manufactured outside of the US,
- Weather extremes and natural disasters,
- Land acquisition for facilities or pipelines,
- Labor shortages, and
- Unproductive yields for alluvial wells.

10.5 Reduced Growth & Development

The Town continues to see increased growth and development interest. As described in the demand section of this report, there are multiple land development projects in the planning stages that will add significantly to the Town's population. The future water demands that form the basis of water supply planning have been developed to accommodate all growth anticipated by the Town's P&D. Beyond the next 10 years, growth projections and anticipated development activity carry an elevated level of uncertainty. Development activity is influenced by multiple economic and policy factors that are difficult to predict over longer time horizons. This presents a financial risk to the Town because it will inherently be funding capital infrastructure projects in order to meet the anticipated water demands of a growing community and relying upon that growth to repay the water development costs. The risk to the Town is that the anticipated growth does not occur, but the Town still carries the costs of water supply development. This is a risk common to most growing communities. The risk can be tempered by investing in water resources in an incremental fashion and not making large capital investments well ahead of when those investments will be paid back through development fees. The Town's native water supply sources and modular SVWTP is conducive to this incremental approach.

10.6 Water Right Regulatory Approvals

An important aspect of utilizing native water supplies in the St. Vrain Creek Basin is obtaining legal approval to utilize water rights for augmentation of the alluvial wellfield. The Town filed its first change of use case in Division 1 Water Court in 2019 under Case No. 19CW3236 which was decreed on February 21, 2024. Subsequent water court cases have been filed by the Town for additional changes of irrigation company shares and use of the Town's reservoirs. The Town's ability to continue to resolve objections and obtain regulatory approval to expand its augmentation water supply portfolio through changed irrigation company shares is a critical aspect of the overall water plan and a known risk factor. The nature of the Town's change cases is not novel and therefore the Town's water team believes that the risk of not obtaining future decrees in Water Court is minimal.

10.7 Willing Sellers of Native Water Rights

The Town's development of the SVWTP and future expansions outlined in this Water Action Plan are conditioned upon the ability to withdraw sufficient water supplies from the St. Vrain Creek alluvium and the ability to secure sufficient water rights to augment the river depletions caused by alluvial well pumping. The Town has found success over the past five years in securing additional Tier 1 water rights from willing sellers. The ability to implement this Water Action Plan is contingent upon continuing to find willing sellers of native water rights. This plan assumes that the Town will successfully acquire roughly half of the known volume of water rights held by potential sellers in the Tier 1 ditches to meet augmentation demands. This is a reasonable estimate given the Town's recent track record and future planned activity.

APPENDIX A

DRY-YEAR WATER SUPPLY ANALYSIS

Monthly Water Balance during Drought Periods

The Water Action Plan was updated to evaluate the Town of Firestone's ("Firestone", "Town") long-term water supply needs over a 30-year planning period. An annual timestep was applied that incorporated several conservative assumptions, such as retention of full reservoir storage under average supply conditions and no additional water supply yield from junior-priority diversion rights. The water balance analysis did not evaluate monthly variability during drought periods due to uncertainty in the Town's reservoir storage operations. The Town's consultants completed a preliminary water balance analysis of monthly water storage during historical drought periods to evaluate the extent to which planned water storage is sufficient to supply municipal water demands during those periods. This appendix summarizes the drought analysis to guide future Water Action Plan updates.

Model Description

A spreadsheet model was developed using the following parameters and inputs:

- A monthly timestep was used for 1950 – 2024 period, based on available data from CDSS Structures data for Tier 1 ditches.
- Three (3) future "snapshots" were modeled (current (2025), 2035, and 2055), and annual supply and demand values from the water balance model were used to populate these years.
- Monthly hydrology was used to simulate the available water supply for the 1950 – 2024 period considering the associated demands in each "snapshot" for the purpose of evaluating the water supply and demand balance over a variable hydrology, given a fixed demand and fixed supply.
- The demand was modeled as a single annual volume spread equally across all 12 months, based on the method of distribution described in the Water Action Plan report. The following demand components were modeled:
 - o Unmet demand after applying water supply from Colorado – Big Thompson ("C-BT") units,
 - o Unmet (wintertime) return flow obligations,
 - o Evaporation based on monthly water storage contents of reservoir, and
 - o Total Native Water Demand = unmet demand + RF requirements + reservoir evaporation.
- Water supply was modeled as a fluctuating value using the following assumptions and methods:
 - o C-BT water supply matched the monthly demand distribution.
 - o Windy Gap Project water supply was allocated evenly in the 6 winter months.
 - o Tier 1 water supply monthly values, based on CDSS structures diversion data and weighted in accordance with current & future holdings of Town, were normalized such that the average of the available diversion data equaled 1, and then the average yield for each ditch system was applied. The result is that the average Tier 1 yield is equivalent to the annual water balance average, with the monthly distribution and annual variation captured by the CDSS diversion data.
 - o Effluent water supply was modeled as a percentage of the native water supply each month as described in the Water Action Plan.
 - o Tier 2 water supply monthly values were estimated to have the same monthly distribution as Tier 1 supplies when applied to an annual input volume of Tier 2 supply.

- Reservoir storage was modeled such that inputs consisted of surplus Tier 1 and Tier 2 supplies while outputs were associated with the use of stored water when Tier 1 and Tier 2 supplies were not sufficient, under the assumption that the effective (usable) storage was 75% of the Town's total storage capacity.
- The model output was focused on end-of-year reservoir storage. When reservoir storage dropped to a negative value, then the model showed that the Town's water demands would exceed its available water supplies (including reservoir storage supplies) for that month.
- Model iterations were completed to adjust the Tier 2 water supply input volume such that end-of-year reservoir storage remained positive during three specific drought cycles that represented the worst water supply periods during the modeled years, listed below in order from most severe to least severe:
 - o 1950 – 1960,
 - o 1967 – 1971, and
 - o 2013 – 2017.

Model Results

For the current demand scenario (2025 model year), the Town's existing water supply can meet all demands in all months, even during drought periods.

For the 2035 model year, the Tier 1 water supply projected in the updated Water Action Plan, which includes additional water right acquisitions by the Town, is sufficient to meet all monthly demands, and the reservoir storage balance remains positive during the three critical drought periods. This result was "stress-tested" by applying a reduction to the monthly time series of Tier 1 yields. For the 2035 demand scenario, a 40% reduction can be applied to monthly water supply yields while still meeting demands.

For the 2055 demand scenario, planned Tier 1 water supply acquisitions are not sufficient and Tier 2 purchases are required, which is consistent with the annual water balance results. The monthly analysis summarized in this appendix indicates that the volume of Tier 2 purchases required is greater than what is indicated by the annual model to meet all monthly demands during the three critical drought periods. The volume of Tier 2 purchases needed to get through the drought period, without using all available reservoir storage, is dependent upon the total storage capacity of the Town's reservoirs. The monthly water balance findings generally indicate that preserving "full reservoirs" for drought periods is sufficient for many historical droughts, but it is not sufficient for the highest-severity 1950s drought period. **Table B1** below shows the estimated Tier 2 water acquisitions required to avoid a negative reservoir storage balance through the critical 1950s drought period.

Table B1: Estimated Tier 2 Water Supply Acquisitions for 1950-1960 Drought Period

Model Type and Condition		Storage Capacity (AF)		Minimum Tier 2 Acquisitions (AF) with No Demand Reductions	Minimum Tier 2 Acquisitions (AF) with 20% Demand Reductions
		Built	Effective		
Annual Model	Average Yield	-	7,600	1,225	-
	Dry-Year Yield	-	7,600	3,096	-
Monthly Model	Current Planned Storage	7,600	5,700	7,500	3,100
	Additional Storage	8,000	6,000	7,400	3,100
		9,333	7,000	7,000	2,800
		10,667	8,000	6,700	2,500
		12,000	9,000	6,400	2,300
		13,333	10,000	6,100	2,200
		14,667	11,000	5,700	2,100
		16,000	12,000	5,600	2,100
		17,333	13,000	5,400	2,100
		18,667	14,000	5,200	2,100
		20,000	15,000	5,100	2,100

Considerations for Future Town Water Planning

The monthly water balance analysis indicates that the Town may need to acquire additional water supplies to meet water demands during critical drought periods. No additional water supply acquisitions are anticipated over the next 10-year period and were only identified for the 30-year planning period. For future updates to the Water Action Plan, this monthly water balance analysis indicates that the Town should evaluate the following:

- Drought planning criteria that define and consider an appropriate level of water conservation (demand reduction) for critical drought periods – as shown in **Table B1**, the need for additional water supply acquisitions is significantly reduced if demand reductions are incorporated into a drought period response.
- Acquisition or development of additional water storage capacity to offset additional water supply acquisition needs – as shown in **Table B1**, the acquisition or development of additional water storage reduces the needs for Tier 2 water supplies but has diminishing benefits as storage is increased.
- Appropriate model drought period for use in water supply planning – the model drought used to inform water supply planning should be defined by the Town and may vary from the historical 1950 – 1960 drought utilized in this analysis.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.e

Discussion/Action

Meeting Date: October 8, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-109: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK, LLP PERTAINING TO THE TOWN OF FIRESTONE P3 PROJECT

RECOMMENDATION

Approval of Resolution

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

This Agreement engages Brownstein Hyatt Farber Schreck (BHFS) as Special Counsel to assist the Town of Firestone in negotiating, structuring, and executing a P3 Agreement for financing and constructing the St. Vrain Water Treatment Plant expansion and other strategic infrastructure projects identified in the Town's Water Action Plan.

In July, staff issued a Request for Qualifications (RFQ), and the Town received seven responses. After reviewing them, staff shortlisted four firms for interviews with staff and Board members, and BHFS was selected.

The selection was based on BHFS's strong mix of municipal law expertise and experience advising municipalities on complex water projects and legal issues. They bring a team with extensive experience in structuring innovative public project financing through public-private collaborations.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-109 Brownstein (Engagement for P3)
2. Engagement Agreement - Town of Firestone - P3 Water Project(35178624.2)

RESOLUTION NO. 25-109

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
BROWNSTEIN HYATT FARBER SCHRECK, LLP PERTAINING TO THE
TOWN OF FIRESTONE P3 PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional legal services for the Town of Firestone P3 Project (“Project”); and

WHEREAS, the Town issued a request for qualifications (“RFQ”) for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the RFQ, and after conducting interviews, finds that Brownstein Hyatt Farber Schreck, LLP (“BHFS”) is the successful proposer whose proposal is most advantageous to the Town; and

WHEREAS, the Town finds that BHFS has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select BHFS as the successful proposer for the RFP and to enter into an engagement agreement with BHFS to provide the services and perform the work as described in Engagement Agreement for Legal Services, attached hereto as Exhibit A.

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

Section 1. The Engagement Agreement for Legal Services between the Town of Firestone and Brownstein Hyatt Farber Shreck, LLP is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Professional Services Contract on behalf of the Town.

PASSED AND ADOPTED this ____ day of _____, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[BHFS Engagement Agreement]

Carolynne C. White
Attorney at Law
303.223.1197 tel
cwhite@bhfs.com

September 30, 2025

A.J. Krieger, Town Manager
Town of Firestone Colorado
9950 Park Avenue
Firestone, CO 80504

RE: Engagement Agreement for Legal Services – Town of Firestone Colorado – P3 Water Project

Dear A.J.:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (“Brownstein” or the “Firm”) to serve as legal counsel to The Town of Firestone Colorado (the “Town” or “you”) with regard to the P3 Water Project. We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the “Agreement”) and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the “Terms”) is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent the Town, but not individual elected officials or staff, or other affiliated entities.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask and the Firm agrees to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me. My discounted hourly rate is \$870. I can be reached directly at 303.223.1197 and via email at cwhite@bhfs.com. Scott Slater and Stephanie Hastings will be assisting me on this matter. Scott’s discounted hourly rate is \$995 and he can be reached directly at 805.882.1420 and via email at

sslater@bhfs.com. Stephanie's discounted hourly rate is \$725 and she can be reached directly at 805.882.1415 and via email at shastings@bhfs.com. To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

In addition to the In-House Costs and External Expenses outlined in the Terms, you agree to reimburse the Firm for 50% of any travel time expended by Scott Slater and/or Stephanie Hastings, as well as reimbursable of 100% of all out of pocket travel expenses incurred in the course of working on the P3 Water Project, including but not limited to airfare, hotel, rental car and meals all of which will be purchased utilizing the most cost effective options available.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Retainer Deposit: Due to our ongoing working relationship with the Town of Firestone, and the nature of the work to be performed, we will not be requesting a retainer from you at this time. We reserve the right to require a deposit in the future if we feel that circumstances warrant it, and in such event you agree to post such a deposit.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to

A.J. Krieger, Town Manager
Town of Firestone Colorado
September 30, 2025
Page 3

keep us advised of changes in the Town's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: 
Carolynne C. White

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

TOWN OF FIRESTONE COLORADO

By: _____
A.J. Krieger, Town Manager

BROWNSTEIN HYATT FARBER SCHRECK, LLP

STANDARD TERMS AND CONDITIONS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the “Firm”) agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the “Agreement”) and these Standard Terms and Conditions (the “Terms”). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$470 to \$1,575 per hour
Counsel:	From \$435 to \$1,285 per hour
Associates:	From \$380 to \$ 670 per hour
Lit Support Analysts:	From \$210 to \$ 430 per hour
Land Use Planners:	From \$255 to \$ 560 per hour
Paralegals:	From \$170 to \$ 485 per hour
Law Clerks:	From \$260 to \$ 455 per hour
Legal Assistants:	From \$135 to \$ 345 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For matters that involve e-Discovery, it may be necessary for the Firm to undertake the tasks of collecting, processing, filtering, hosting, reviewing and/or producing electronic data. A listing of e-Discovery services along with the specific rate at which each service will be billed, which accounts for both the Firm’s direct cost and overhead and related expenses, is available upon request. Charges for services such as hosting may continue to be billed for as long as we continue to maintain e-Discovery data in an active or inactive server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total

amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ and paralegals’ fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors’ Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients’ other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients’ names or a description of their matters in marketing materials. Unless

you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Public Policy Services and Business Conflicts: The Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. As a condition of our undertaking to represent you, you hereby waive any objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver permits us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain

portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in

accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.f

Discussion/Action

Meeting Date: October 8, 2025

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Town of Firestone Potable Water Master Plan and Water Tank and Distribution Line Discussion

RECOMMENDATION

Staff will return on October 22, 2025, with a recommendation for the Board's consideration.

APPROVAL/DENIAL OPTIONS

No action is requested at this time.

SUMMARY

On July 24, 2024, the Town of Firestone Board of Trustees adopted Resolution No. 24-72, retaining Kimley-Horn and Associates, Inc. (Kimley-Horn) to prepare the Town's Potable Water Master Plan.

In coordination with Town staff, Kimley-Horn analyzed the existing system to identify deficiencies, projected future growth within the Growth Management Area through 2035 and buildout, assessed locations for water system components, recommended additional storage and transmission improvements, and incorporated pressure settings from the proposed Master Meter Flow Control Project into the hydraulic model.

Using these analyses, Kimley-Horn identified near- and long-term system improvements, including storage tanks, master meter connections, and waterline loops (to identify efficiencies in the current system), and developed a phased implementation plan with triggers for priority improvements, cost estimates, and potential funding sources.

The resulting Master Plan evaluates hydraulic distribution and treatment capacities, identifies system deficiencies, prioritizes capital needs, and aligns with the Town's Design Standards and Construction Specifications.

As referenced above, recommended additional storage and transmission improvements are included in the Plan. Our presentation will detail the proposed phasing for the needed storage and the associated transmission upgrades. Each potential tank location presents unique benefits, challenges, and significant cost variations for the Board to consider. The presentation will review each option and provide the information necessary to guide the Board in providing direction on the tank and distribution line projects.

Staff is presenting the Potable Water Master Plan and accompanying presentation to the Board tonight for review and discussion. This provides an opportunity for staff and Kimley-Horn to answer any questions the Board may have. No action is requested from the Board at this meeting. Staff will return on October 22, 2025, for official plan adoption. Adoption at that time will allow the Town to pursue the Plan's goals and objectives and confirm that it is in the best interest of the Town and its residents, while also providing direction on the water tank and distribution line projects.

FINANCIAL CONSIDERATIONS

NA

HISTORY AND PREVIOUS BOARD ACTION

On July 24, 2024, the Town of Firestone Board of Trustees adopted Resolution No. 24-72, retaining Kimley-Horn and Associates, Inc. (Kimley-Horn) to prepare the Town's Potable Water Master Plan.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.g

Discussion/Action

Meeting Date: October 8, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

CIP Budget and All Other Funds Discussion

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

None