



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

December 10, 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. **Swearing in of New Board Member John Damsma**
4. **Approval of Agenda**
5. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
6. **Consent Agenda**
 - a. Approval of November 12, 2025 Board of Trustees Regular Meeting Minutes
 - b. Re-appointment of Beth Fox to the Parks, Trails, Recreation, and Open Space Commission
 - c. Board of Trustees Expense Report
 - d. **Resolution 25-118**: A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.
 - e. **Resolution 25-123**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2026 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY, INC.

* 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.

- f. **Ordinance 1069**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED POWER, INC., AND DECLARING AN EMERGENCY WITH RESPECT THERETO
- g. **Resolution 25-129**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDMENT NO. 1 TO TWENTY-FIRST INTERIM AGREEMENT WITH THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT
- h. **Resolution 25-130**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE 2025 CENTRAL FIRESTONE DISTRICT TAX LEVY TO THE BOARD OF COUNTY COMMISSIONERS
- i. **Resolution 25-131**: 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. 7C AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7C SUBDIVISION
- j. **Resolution 25-127**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2025 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2026 FISCAL YEAR

7. Presentation

- a. Presentation of check to Santa Cops

8. Land Development

- a. **PUBLIC HEARING: Ordinance 1072**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE GATEWAY NORTH FINAL DEVELOPMENT PLAN

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9. Discussion/Action

- a. **Resolution 25-119:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING THE BOARD OF TRUSTEES RULES OF PROCEDURE
- b. **Ordinance 1070:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 2.44 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE TOWN OF FIRESTONE MUNICIPAL COURT
- c. **Ordinance 1068:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, IMPLEMENTING A VOTER-APPROVED CHANGE IN THE TOWN'S REGULAR ELECTION DATE AND ESTABLISHING THE NEW REGULAR ELECTION DATE FOR THE TOWN OF FIRESTONE
- d. **Resolution 25-125:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ST. VRAIN WATER AUTHORITY'S BOARD OF DIRECTORS' ACTION IN APPROVING AN AGREEMENT TO DISSOLVE THE ST. VRAIN WATER AUTHORITY
- e. **Resolution 25-126:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ACTIONS OF THE INTERIM TOWN MANAGER AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET
- f. **Resolution 25-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES
- g. **Ordinance 1071:** AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, COLORADO, AND VECTRA BANK, A DIVISION OF ZIONS BANCORPORATION, N.A.; IN ORDER TO FINANCE THE FUTURE ACQUISITION OF WATER, WATER RIGHTS, AND WATER STORAGE TO ACCOMMODATE DEVELOPMENT AND GROWTH WITHIN THE TOWN; AND OTHER DOCUMENTS RELATED THERETO; RATIFYING ACTION PREVIOUSLY TAKEN RELATING THERETO; PROVIDING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

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- h. **Resolution 25-132:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING A HEARING OFFICER TO PRESIDE OVER RECALL PETITION SUFFICIENCY PROTESTS IN THE TOWN AND APPROVING A PROFESSIONAL SERVICES AGREEMENT PERTAINING THERETO

- i. Town Manager Recruiting Process Discussion

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

11. Reports

- a. Staff
- b. Trustees
- c. Mayor

12. Executive Session

- a. An executive session pursuant to C.R.S. 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 regarding integrated water resource planning actions within the boundaries of the Town Water Activity Enterprise service area as well as to determine positions and to develop strategy accordingly.
- b. An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I) to determine positions, develop strategy, and to instruct negotiators accordingly related to acquiring property interests for a pipeline project

13. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Consent Agenda

Meeting Date: December 10, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of November 12, 2025 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. November 12, 2025 Board of Trustees Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
November 12, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on November 12, 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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

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

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

Jamie Gillette, a Firestone resident, provided public comment regarding the election of the interim town manager.

David Whelan, a Firestone resident, provided public comment regarding the appointment of the interim town manager.

5. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve 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 October 22, 2025 Board of Trustees Regular Meeting Minutes

- b. **Resolution 25-116:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION PERTAINING TO THE WELD COUNTY ROAD 26 BRIDGE REPLACEMENT PROJECT
- c. **Resolution 25-117:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A PERMANENT EASEMENT FROM GRAND MEADOW INVESTORS, LLC PERTAINING TO THE BAREFOOT LAKES FILING 7A SUBDIVISION
- d. Board of Trustees Expense Report

6. **Proclamation**

- a. Small Business Saturday Proclamation

7. **Presentation**

- a. BennT Creek Presentation

8. **Discussion/Action**

- a. **Resolution 25-115:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPOINTING AN INTERIM TOWN MANAGER AND APPROVING A TEMPORARY ASSIGNMENT AGREEMENT PERTAINING THERETO

Motion by Trustee Byrd, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-115:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPOINTING AN INTERIM TOWN MANAGER AND APPROVING A TEMPORARY ASSIGNMENT AGREEMENT PERTAINING THERETO
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: Resolution 25-120:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2026 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO

Mayor Conyac opened the public hearing for Resolution 25-120 at 6:31 pm.

Raelynn Ferrera, Interim Town Manager, presented to the Board of Trustees.

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

Staff responded to the board's questions regarding the proposed resolution.

Motion by Trustee Byrd, **second** by Mayor Pro Tem Jimenez, to Approve **PUBLIC HEARING: Resolution 25-120:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2026 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **Resolution 25-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2026 FISCAL YEAR

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 25-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2026 FISCAL YEAR

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. **PUBLIC HEARING: Resolution 25-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025

Mayor Conyac opened the public hearing for Resolution 25-122 at 6:38 pm. Jessica

Clanton, Finance Director, presented to the Board of Trustees.

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

Staff 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 25-122**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

e. Line of Credit Discussion

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

John Damsma, a Firestone resident, provided public comment regarding his election to the Board of Trustees.

10. Reports

a. Staff

10.a.i. September and October Monthly Financials

10.a.ii. 3rd Quarter Financials

b. Mayor

Mayor Conyac, reported on his meetings.

c. Trustees

Trustee Holcomb reported on November 5, 2025, Chat with a Trustee about concerns regarding their water bills/payments and water in general.

Trustee Morton thanked the parks department for the bike repair sections on the trails.

Mayor Pro Tem congratulated the interim town manager and Mr. Damsma.

11. Adjournment

Motion by Trustee Doherty, **second** by Trustee Byrd, 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

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Consent Agenda

Meeting Date: December 10, 2025

Initiated By:

Department: Boards and Commissions

AGENDA ITEM

Re-appointment of Beth Fox to the Parks, Trails, Recreation, and Open Space Commission

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

This item makes the following appointments to the Parks, Trails, Recreation, and Open Space Commission:

1. The reappointment of Beth Fox as a Regular Commissioner for a two-year term ending November 2028;

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Consent Agenda

Meeting Date: December 10, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Board of Trustees Expense Report

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. November 2025 Statement
2. November-Statement_of_Account_Landscape_Redacted

J.P.Morgan

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

MEMO STATEMENT
THIS IS NOT A BILL

ACCOUNT NUMBER 5563-7501-8168-8084

STATEMENT DATE 11-28-25

NET CHARGES \$514.52

DON CONYAC
98-05487
9950 PARK AVE
FIRESTONE CO 80504-7820

** 0000000

FOR RECONCILIATION PURPOSES ONLY. DO NOT SEND PAYMENT.

NAME: DON CONYAC

CYCLE LIMIT: \$1,000

ACCOUNTING CODE:

CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-03	11-01	05436845305300256025898	SPO*MECOCOFFEECOLLECTI FREDERICK CO	12.93
11-14	11-13	05436845317300222001557	SPO*MECOCOFFEECOLLECTI FREDERICK CO	9.94
11-17	11-15	05436845319300234629948	SPO*MECOCOFFEECOLLECTI FREDERICK CO	13.47
11-17	11-13	55432865318204478750444	TST*URBAN EGG - JOHNST JOHNSTOWN CO	104.97
11-20	11-19	11636485324025000102655	ROOT DOWN DIA DENVER CO	31.93
11-20	11-19	55500365324555137754600	CURB LV TAXI YCS ASTORIA NY	38.51
11-24	11-20	52704875325329859730828	STARBUCKS - FLV LAS VEGAS NV P.O.S.: 6010 SALES TAX: 1.38	20.30
11-24	11-21	52704875326330494016317	STARBUCKS - FLV LAS VEGAS NV P.O.S.: 1321 SALES TAX: 0.89	13.14

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR LOST/STOLEN CARDS CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

ACCOUNT NUMBER
XXXX-XX01-8168-8084

STATEMENT DATE:
11/28/25

ACCOUNT SUMMARY

PURCHASES & OTHER CHARGES	514.52
CASH ADVANCES	.00
CREDITS	.00
CASH ADVANCE FEE	.00
NET CHARGES	\$514.52
DISPUTE AMOUNT	.00

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

DON CONYAC
98-05487
9950 PARK AVE
FIRESTONE CO 80504-7820

ACCOUNT NUMBER
5563-7501-8168-8084

STATEMENT DATE: 11/28/25

CARDHOLDER ACTIVITY				
Travel Activity				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-24	11-22	52704875326330570552839	LINQ FRONT DSK LAS VEGAS NV 4597400884 ARRIVAL: 11-19-25	179.02
11-24	11-20	55432865325206957666976	TST*HASH HOUSE A GO GO LAS VEGAS NV	25.02
11-24	11-21	55500365326557386699682	CURB LV TAXI LUCKY ASTORIA NY	56.51
11-26	11-24	55432865329208414851965	TST*PEPPERS FIRESIDE G FIRESTONE CO P.O.S.: uqkqyChydYd05hikB SALES TAX: 0.48	8.78
Total Travel Activity				514.52

Statement of Account Landscape
TWNFIRE

Date/Time Printed: 12/03/2025 01:27:55 PM Orientation: Landscape

Selection Criteria: Post Date Is Between '11/01/2025' AND '11/30/2025' AND Transaction Type <> 'Payment'

For Transactions posted between 11/01/2025 to 11/30/2025

CONYAC, DON
9950 PARK AVE

Account Number : *****
Defaulted COA Name :
Defaulted COA Value :

FIRESTONE, CO 80504-7820

Transaction ID	Transaction Date	Post Date	Original Merchant Name	Merchant Name	Merchant City	Merchant State/Province	MCC	Original Amount	Exchange Rate	Sales Tax	Transaction Amount	
5198499321001	11/01/2025	11/03/2025	SPO*MECOCOFFEEC OLLECTI	SPO*MECOCOFFEEC OLLECTI	FREDERICK	CO	5814	\$12.93	0.00	\$0.00	\$12.93	
	Notes :	Meeting with Firestone resident										
	Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000											
5216202904001	11/13/2025	11/14/2025	SPO*MECOCOFFEEC OLLECTI	SPO*MECOCOFFEEC OLLECTI	FREDERICK	CO	5814	\$9.94	0.00	\$0.00	\$9.94	
	Notes :	Coffee with Varra Industries										
	Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000											
5218466431001	11/13/2025	11/17/2025	TST*URBAN EGG - JOHNST	TST*URBAN EGG - JOHNST	JOHNSTOWN	CO	5812	\$104.97	0.00	\$0.00	\$104.97	
	Notes :	Lunch with CWCWD- Stan Linker, Wes Lavanchy, and Lorna Morton.										
	Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000											
5218466432001	11/15/2025	11/17/2025	SPO*MECOCOFFEEC OLLECTI	SPO*MECOCOFFEEC OLLECTI	FREDERICK	CO	5814	\$13.47	0.00	\$0.00	\$13.47	
	Notes :	Coffee with St. Vrain Sanitation manager										
	Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000											
5224519868001	11/19/2025	11/20/2025	CURB LV TAXI YCS	CURB LV TAXI YCS	QUEENS	NY	4121	\$38.51	0.00	\$0.00	\$38.51	
	Notes :	Cab ride from the airport in Vegas										
	Fund:10 Department:10 Division:010 Object:6350 Program:0000 Grant:000											
								Purchase Addendum Data				
								Quantity	Description	Unit Price	Extension	Product Code
								1	TAXI FARE PRICE	0.00	38.51	0990000000000
5224519869001	11/19/2025	11/20/2025	ROOT DOWN DIA	ROOT DOWN DIA	DENVER	CO	5814	\$31.93	0.00	\$1.91	\$31.93	
	Notes :	Dinner at DIA before flight to Vegas										
	Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000											

Statement of Account Landscape
TWNFIRE

Date/Time Printed: 12/03/2025 01:27:55 PM Orientation: Landscape

Selection Criteria: Post Date Is Between '11/01/2025' AND '11/30/2025' AND Transaction Type <> 'Payment'

Transaction ID	Transaction Date	Post Date	Original Merchant Name	Merchant Name	Merchant City	Merchant State/Province	MCC	Original Amount	Exchange Rate	Sales Tax	Transaction Amount
5228466523001	11/20/2025	11/24/2025	TST*HASH HOUSE A GO GO	TST*HASH HOUSE A GO GO	LAS VEGAS	NV	5812	\$25.02	0.00	\$0.00	\$25.02
Notes :		Breakfast USL Vegas Trip									
		Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000									
5228466524001	11/20/2025	11/24/2025	STARBUCKS - FLV	STARBUCKS - FLV	LAS VEGAS	NV	5814	\$20.30	0.00	\$1.38	\$20.30
Notes :		Coffee with USL- Vegas Trip									
		Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000									

Purchase Addendum Data

Quantity	Description	Unit Price	Extension	Product Code
1		0.00	0	
4		0.00	1.65	
1		0.00	0	
2		0.00	0	
1		0.00	9.85	
1		0.00	4.95	

5228466525001	11/21/2025	11/24/2025	CURB LV TAXI LUCKY	CURB LV TAXI LUCKY	QUEENS	NY	4121	\$56.51	0.00	\$0.00	\$56.51
Notes :		Cab ride to airport in Vegas									
		Fund:10 Department:10 Division:010 Object:6350 Program:0000 Grant:000									

Purchase Addendum Data

Quantity	Description	Unit Price	Extension	Product Code
1	TAXI FARE PRICE	0.00	56.51	099000000000

Statement of Account Landscape

TWNFIRE

Date/Time Printed: 12/03/2025 01:27:55 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '11/01/2025' AND '11/30/2025' AND Transaction Type <> 'Payment'

Transaction ID	Transaction Date	Post Date	Original Merchant Name	Merchant Name	Merchant City	Merchant State/Province	MCC	Original Amount	Exchange Rate	Sales Tax	Transaction Amount	
5228466526001	11/21/2025	11/24/2025	STARBUCKS - FLV	STARBUCKS - FLV	LAS VEGAS	NV	5814	\$13.14	0.00	\$0.89	\$13.14	
Notes :		Coffee- Las Vegas Trip Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000										
								Purchase Addendum Data				
								Quantity	Description	Unit Price	Extension	Product Code
								1		0.00	0	
								1		0.00	10.65	
								2		0.00	0	
								1		0.00	0	
								4		0.00	0	
								1		0.00	0	
5228466527001	11/22/2025	11/24/2025	LINQ FRONT DSK	LINQ FRONT DSK	LAS VEGAS	NV	7011	\$179.02	0.00	\$0.00	\$179.02	
Notes :		Hotel stay in Vegas Fund:10 Department:10 Division:010 Object:6350 Program:0000 Grant:000										
5232183359001	11/24/2025	11/26/2025	TST*PEPPERS FIRESIDE G	TST*PEPPERS FIRESIDE G	FIRESTONE	CO	5812	\$8.78	0.00	\$0.48	\$8.78	
Notes :		Coffee with a resident. Fund:10 Department:10 Division:010 Object:7240 Program:0000 Grant:000										
CONYAC, DON *****		Sub-Total:						12 Transaction(s)		\$4.66	\$514.52	

Cardholder Signature

Date

Supervisor/Manager Signature

Date

Grand Total:

12 Transaction(s)

\$4.66

\$514.52

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Statement of Account Landscape
This is not an official Statement of Account

Statement of Account Landscape

TWNFIRE

Date/Time Printed: 12/03/2025 01:27:55 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '11/01/2025' AND '11/30/2025' AND Transaction Type <> 'Payment'

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.d

Consent Agenda

Meeting Date: December 10, 2025

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 25-118: A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.

RECOMMENDATION

Staff recommends approval of Resolution 25-118

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

The approval of Resolution 25-118 continues the School Resource Officer (SRO) program, whereby the Firestone Police Department will continue to assign one full-time police officer to serve as an SRO at the Firestone Charter Academy during the 2025-2026 school year. The Firestone Police Department has provided an SRO to the Firestone Charter Academy for the past 6 years.

FINANCIAL CONSIDERATIONS

This agreement updates the salary and benefits costs of the assigned School Resource Officer for the 2025-2026 school year. The Firestone Charter Academy agrees to pay \$60,236.55 to the Town, which amount is equal to one-half of SRO's salary and benefits prorated for a nine (9) month school period.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees previously approved Resolution 24-111 on December 18, 2024, approving the agreement between the Town of Firestone and Firestone Charter Academy to provide one School Resource Officer during the 2024-2025 school year.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-118 Firestone Charter Academy SRO Program
2. Firestone Charter Academy SRO 2025-2026 Intergovernmental Agreement

RESOLUTION NO. 25-118

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY
PERTAINING TO A SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Town of Firestone (“Town”) and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement and other youth related problems, which negatively affect the community and the schools, can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town and the Firestone Charter Academy have jointly developed a School Resource Officer Program to provide a school-based approach to establish a positive relationship between students and law enforcement, and prevent delinquency, alcohol and substance abuse, and gang involvement by the community’s youth; and

WHEREAS, such programs are recognized as being effective in developing positive relationships between law enforcement and students and decreasing delinquency.

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

The Agreement between the Town of Firestone and the Firestone Charter Academy for a Joint School Resource Officer Program is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this ___ day of _____, 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

EXHIBIT A

[Firestone/FCA SRO Agreement]

**AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND
FIRESTONE CHARTER ACADEMY
FOR A SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT (Agreement) is made by and between the TOWN OF FIRESTONE (Town) and FIRESTONE CHARTER ACADEMY (School).

WHEREAS, the Town the School, and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town and the School have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty, and young people and in the prevention of delinquency;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

I. SCOPE OF SERVICES

- A. The Town shall provide a School Resource Officer ("**SRO**") who shall be assigned to work with the administration, faculty, and students of the School, and may perform functions including, but not limited to, the following:
1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.
 2. Conduct or assist in the investigation of offenses on campus.
 3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the schools.
 4. As requested by Schools' staff, provide instructional resources for classroom presentations, as time permits.
- 1
5. Enforce state statutes and municipal codes as appropriate.
 6. Appear in court and assist in prosecution and other judicial processes as appropriate.
 7. Assist in the coordination of efforts of other enforcement agencies on the School's campuses.
 8. Provide visible presence on the School's campuses.

9. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other School grounds.
 10. Attend School-related functions during normal classroom hours. The SRO may be asked to adjust their hours from time to time to attend social events such as school dances and sporting events, etc. This type of adjustment is generally reserved for the Middle School. Such service will not replace security and off-duty work already in place.
 11. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents.
 12. Provide a monthly report of activities to the School Security Director.
- B. Nothing herein shall preclude, limit or impair the Town's duties to provide an adequate level of service and protection within its own jurisdiction, or any other existing aid agreements the Town may have with any other party or entities as of the date of this Agreement.

The Town shall be excused from its obligation to provide or assign SRO services associated with the SRO Program at FCA affected by an SRO's absence should the Town have personnel staffing shortages, police personnel or resources already committed to an emergency incident, either within or without its jurisdiction or where required to respond adequately to an emergency incident, either within or without its jurisdiction.

II. PROGRAM ADMINISTRATION

- A. **Employment.** The SRO shall be a regular employee and certified peace officer of the Town. The SRO will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Town. The SRO also will comply with the policies and regulations of the School, to the extent that such policies and regulations are not in conflict with those of the Town; are not in conflict with other terms contained herein or with direction of the Town; and are not in conflict with federal, state or Town laws.
- B. **Salary and Benefits.** The SRO will receive salary and benefits, and regulation issued equipment and supplies from the Town. The School Resource Officer Program at FCA is funded by the Town and the School. The School agrees to pay **\$60,236.55** to the Town, which such amount is equal to one-half of the SRO's annual salary prorated for a nine (9) month school period and which such amount is payable not more than 30 days after this Agreement has been executed.
- C. **Schedule.** The SRO will work a schedule that is established pursuant to and consistent with Town's policies and procedures, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the School is in session, the SRO unless otherwise excused will be on site for the entire School calendar day. In the event of an emergency, as determined solely by the Town, the SRO may be required to leave the School.
- D. **Supervision.** The SRO's supervisor will be responsible for maintaining contact with the School's principal, administration, and management staff. The SRO will work closely with School administrators and faculty to determine the most effective use of the SRO's time and expertise, but shall not be subject to the supervision or direction by the School, its officers, agents, or employees.

- E. **Performance Appraisal.** The SRO's supervisor will accept input from the Schools' principal or their designees regarding the SRO's performance. The Town, at its sole discretion, will be responsible for taking any necessary or appropriate disciplinary action against any SRO or SRO supervisor.
- F. **Vehicle; Facilities.** As necessary to the duties of the position, and subject to availability, the SRO will be provided on-duty use of a Town vehicle. The School shall provide the SRO with access to office facilities at the School appropriate to the conduct of their on site duties.
- G. **Liability Coverage.** The Town and the School shall exchange evidence of insurance showing general liability coverage for the School and general liability and law enforcement liability coverages for the Town in at least the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Such evidence shall be approved by each recipient, through respectively, the Town's Town Manager and School's Principal, prior to the commencement of this Agreement.
- H. **Termination.** This Agreement may be terminated without cause by either party upon 30 days' written notice. Upon termination, any funds provided by the School shall be prorated and returned to the School. Notice shall be given to the Town's Chief of Police or the School's Principal as appropriate.
- I. **Entire Agreement.** This Agreement contains the entire agreement of the parties. Amendments of this Agreement may be made only in writing and signed by the parties.
- J. **Relationship of the Parties.** It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Town and the School, or as construing the School, including its officers, agents, volunteers and employees, as an agent of the Town, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the School. The School shall not represent that the SRO is an employee or agent of the School in any capacity. The SRO shall not represent that they are an employee or agent of School in any capacity.
- K. **Third Party Beneficiaries.** None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or School receiving services or benefits under this Contract is only an incidental beneficiary.
- L. **Colorado Governmental Immunity Act.** Nothing herein shall be deemed a waiver by the parties of the monetary limitations or immunities, rights, and protection afforded each in accordance with the Colorado Governmental Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.

III. TERM OF AGREEMENT

The terms of this Agreement shall be effective August 1, 2025 and shall continue through May 31, 2026 unless sooner terminated as provided herein.

EXECUTED THIS _____

DAY OF _____, 2025

TOWN OF FIRESTONE

FIRESTONE CHARTER ACADEMY

By: _____
Don Conyac
Mayor

By: 
Jessica Cervantes
Principal

ATTEST:

Miriam Granados Luna, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.e

Consent Agenda

Meeting Date: December 10, 2025

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 25-123: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2026 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY, INC.

RECOMMENDATION

Staff recommends approval of Resolution 25-123.

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

Resolution 25-123 approves the contract agreement between the Town of Firestone and the Longmont Humane Society, Inc. (LHS) to provide essential animal shelter and impoundment services to the Firestone Police Department and our community. The contract outlines the responsibilities of the LHS, including maintaining a shelter facility for impounded animals, providing veterinary care for animals under its care, and ensuring humane treatment in accordance with Town ordinances and Colorado state laws.

The contract will cover the term from January 1, 2026, through December 31, 2026.

The agreement acknowledges the importance of the LHS's role in maintaining public health, safety, and welfare by providing humane care for animals. The Town recognizes LHS as an appropriate designated shelter and is committed to continuing this partnership for the benefit of the Firestone community.

FINANCIAL CONSIDERATIONS

This agreement stipulates that the Town will pay \$75,297.00 from its 2026 budget to the Longmont Humane Society in twelve equal monthly installments. There was no increase from the 2025 yearly contracted rate to the 2026 yearly contracted rate.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved Resolution 24-114 on December 18, 2024 approving the 2025 agreement between the Town and Longmont Humane Society.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-123 Longmont Humane Society
2. 2026 Longmont Humane Society Contract

RESOLUTION NO. 25-123

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE 2026 AGREEMENT FOR
ANIMAL SHELTER SERVICES BETWEEN THE TOWN OF FIRESTONE
AND THE LONGMONT HUMANE SOCIETY INC**

WHEREAS, the Town of Firestone Police Department recommends that the Town of Firestone (“Town”) continue its agreement for animal shelter services with the Longmont Humane Society Inc as it provides for the humane treatment and veterinary services of animals impounded within the Town pursuant to Title 6 of the Firestone Municipal Code.

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

The 2026 Agreement between The Town of Firestone and the Longmont Humane Society Inc for animal shelter services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 10th day of December, 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

**2026 CONTRACT BETWEEN THE TOWN OF FIRESTONE
AND THE LONGMONT HUMANE SOCIETY, INC.**

THIS contract is made and entered by and between the Town of Firestone, a Colorado statutory municipal corporation (Town), and the Longmont Humane Society, Inc., a Colorado non-profit corporation (Society);

WHEREAS the Society provides the services stated in **DUTIES** to the Firestone community; and

WHEREAS for the Society to function properly and provide important services to the Firestone community, it is necessary to provide funds to Society for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Firestone; and

WHEREAS the Society has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS the Town believes that the Society is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS the Society is willing to furnish the services identified in **DUTIES** on behalf of the Town and the Town may, as authorized by ordinance, contract for such services.

NOW, THEREFORE, to provide necessary services for the benefit of the Town and its inhabitants, the Town and the Society mutually agree as follows:

TERM. The initial term of this contract is from January 1, 2026 through December 31, 2026; thereafter, the Agreement shall automatically renew for successive 12-month terms, unless either party gives notice in writing of the intent not to renew at least 30 days prior to the end of a term or unless sooner terminated as provided herein.

DUTIES: Society agrees to provide the services described below. The Town has authorized \$75,297 in its 2026 budget to provide the services described in this contract. The Town shall pay said \$75,297 in twelve equal monthly installments of \$6,274.75 each to be made no later than the 10th of each month during the term of this contract, subject to the Town's right to withhold. It is the understanding of the parties that the payments identified herein shall constitute the total compensation payable by the Town for the services identified herein and provided by Society.

The Society shall be entitled to collect from the owner or keeper of an animal all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.

The Society agrees to furnish and provide the following:

- All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all Town ordinances and laws of the State of Colorado thereto applicable;

- Competent veterinary medical care for all animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and
- All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.

In operating and managing the animal shelter, the Society, shall:

- Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society, Longmont, Colorado;

Comply with the applicable laws of the State of Colorado, including but not limited to, the Pet Animal Care and Facilities Act, C.R.S. §§ 35-80-101 through 117 (“Act”);

- Maintain such facilities of the Society in a clean and sanitary condition;
- Accept from Town employees or private citizens for impoundment, dogs, cats and other domestic small mammal companion animals. (Animals delivered by Town residents, including animals received from the Town’s Police Department personnel in the performance of their duties, will be considered from the Town). No barnyard, reptiles, birds or other animals are provided for within this contract. The Society shall also accept such dead animals from any Town employee. The Town, however, shall be responsible for obtaining veterinary services for any animal injured or in immediate need of veterinary care prior to submittal of such animal by the Town for impoundment to the Society as may be required, such initial treatment to be at the sole expense of the Town. In such circumstances, the Town shall complete a Found Report and submit to the Society.
- Establish, keep and maintain a daily register of all animals placed by the Town into and released from the animal shelter; provide whatever form(s) deemed necessary by the Society for recording information on all impounded animals;
- Not release or otherwise dispose of any living domestic animal placed by the Town with the Society, until all fees prescribed and applicable state laws have been satisfied, and all applicable state and local laws have been satisfied, including without limitation impoundment periods prescribed by such laws, except where euthanasia prior to that time is deemed necessary or appropriate by the veterinarian or designated shelter personnel advising the Society;
- Subject to any exceptions due to applicable law, each animal impounded and placed with the Society pursuant to this contract may be reclaimed by the owner during the impoundment period upon verification of ownership. For dogs and cats, the owner must first show proof of current, valid rabies vaccination as required by the Town’s Municipal Code. If not available, the Society will offer for purchase a prepaid rabies voucher to be redeemed at the LHS Well Pet Clinic for the owner to later vaccinate their animal. If the owner declines, the Society may still release the animal to the owner.
- Submit a report to the Town on a quarterly basis with listing the following information in comparison to the previous quarter: (1) the total number of stray animals admitted to the

Society from the Town; and (2) the total number of impounded animals returned to their owner.

TOWN'S RIGHT TO WITHHOLD: Notwithstanding any other provision of this Agreement and without prejudice to any of the Town's rights or remedies, the Town shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be due under this Agreement such amount as may reasonably appear necessary to compensate the Town for any actual or prospective loss due to:

- (a) the Society's inability to perform the Duties;
- (b) damage for which the Society is liable under this Agreement;
- (c) failure of the Society to complete or properly document any pay request;
- (d) any other failure of the Society to perform any of its obligations under this Agreement; or
- (e) the cost to the Town, including attorneys' fees and administrative expenses, for correcting any of the aforesaid matters or exercising any one or more of the Town's remedies

ACCEPTANCE OF STRAY ANIMALS. The Town acknowledges that the Society accepts stray or abandoned animals brought to the Society by the citizens of Firestone, including animals received from Firestone Police Department personnel in the performance of their duties. Funding for this responsibility is included in this contract under **DUTIES**. The Society shall be entitled to collect from the owner or keeper of an animal, all reasonable and necessary costs associated with providing emergency treatment of an impounded animal. The Society does NOT accept reptiles and amphibians.

INTEGRATED AGREEMENT AND AMENDMENTS. This contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This contract cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties.

STATUS OF SOCIETY. The Society shall perform all services under this contract as an independent contractor and not as an agent or employee of the Town. It is mutually agreed and understood that nothing contained in this contract is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Society, including its agents and employees, as an agent or employee of the Town. The Society shall remain an independent and separate entity. The Society shall not be supervised by any employee or official of the Town, nor will the Society exercise supervision over any employee or official of the Town. The Society shall not represent that Society is an employee or agent of the Town in any capacity. As to dealings with third parties, neither Party shall have the power to bind the other by contract or any other manner, nor shall either have any power or authority to act for or on behalf of the other. **The Society has under this Agreement only the right to receive compensation from the Town for the services performed hereunder. The Society is not entitled to Town workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this contract, if applicable.**

PERSONNEL. Society agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services. The Society shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workers' compensation, or other taxes, and shall hold the Town harmless and indemnify the Town from all claims for the same.

INDEMNITY. The Society shall fully indemnify and hold the Town harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the Society, its agents, employees, Society's tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any Town facilities and/or any activities undertaken pursuant this contract, except only for those losses resulting solely from the negligence of the Town. Upon commencement of any such suit or action against the Town, the Society shall provide prompt notice to the Town, and shall defend the same at its own cost and expense. If a judgment shall be rendered against the Town in such an action or suit, the Society shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

TERMINATION. Either party may terminate this Agreement, with or without cause and with or without providing reasons for termination, upon giving the other party thirty (30) days' prior written notice. Also, this contract may be terminated at the sole discretion of the Town for any violation by the Society of any of the material terms and conditions of this contract, including the reduction or discontinuance of the services listed in **DUTIES**. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

Town

Town of Firestone
9950 Park Ave
Firestone, Colorado 80504

Society

Executive Director
Longmont Humane Society, Inc.
9595 Nelson Road
Longmont, Colorado 80501

PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this contract.

COMPLIANCE WITH ORDINANCES AND REGULATIONS. The Society shall perform all obligations under this contract in strict compliance with all federal, state, and Town laws, rules, statutes, ordinances, and regulations applicable to the performance of the Society's services under this contract, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

NO IMPLIED REPRESENTATIONS. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this contract.

NO THIRD-PARTY BENEFICIARIES. None of the terms or conditions in this contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the Society receiving services or benefits under this contract shall be only an incidental beneficiary.

FINANCIAL OBLIGATIONS OF TOWN. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X Section 20. Notwithstanding any provision of this contract the Town's obligations under this contract are subject to annual appropriation by the Town's Board of Trustees. Any failure of a Board of Trustees to appropriate adequate monies to fund the Town's obligations under this contract shall terminate the contract at such time as then existing appropriations are depleted. The Town shall promptly provide Society of any event of non-appropriation.

WAIVER. No waiver of any breach or default under this contract shall be a waiver of any other or subsequent breach or default.

SEVERABILITY. Invalidation of any specific provisions of this contract shall not affect the validity of any other provision of this contract.

GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the State of Colorado.

GOVERNMENTAL IMMUNITY. The Town and its officers, officials, and employees are relying upon and do not waive by any provision of this contract the monetary limitations and other rights, immunities and protections afforded them by the Colorado Governmental Immunity Act C.R.S. 24-10-101 et, seq. as same may be amended or otherwise available in law or equity.

AUTHORITY. The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this contract for them and to bind them to its terms.

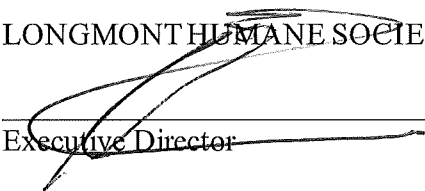
DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the Town may be entitled to for a breach of this contract, if the Town terminates this contract, in whole or in part, due to Society's breach of any provision of this contract, Society shall be liable for actual and consequential damages to the Town.

Executed this _____ day of _____, 2026.

TOWN OF FIRESTONE

Mayor Don Conyac Jr.

LONGMONT HUMANE SOCIETY



Executive Director

State of Colorado)
) ss:
County of Boulder)

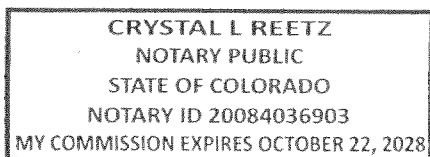
The foregoing instrument was acknowledged before me by Eus Mircos,
(Name of party signing)

as Executive Director of Longmont Humane Society, Inc., a Colorado
(Title of party signing) (Name of corporation) (State of incorporation)

Non-profit corporation, on behalf of the corporation, this 10th day of November, 2025.

Witness my hand and official Seal.

My Commission expires 10/22/2028



Crystal L Reetz
Notary Public

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.f

Consent Agenda

Meeting Date: December 10, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1069: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED POWER, INC., AND DECLARING AN EMERGENCY WITH RESPECT THERETO

RECOMMENDATION

Staff recommends approval

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

This Ordinance approves the First Amendment to the Franchise Agreement with United Power.

In 2011, the Town and United Power entered into a 15-year, non-exclusive Franchise Agreement authorized by Ordinance No. 766. The Franchise Agreement is set to expire on January 20, 2026, unless extended by mutual agreement.

Both parties have expressed their intent to negotiate a new, comprehensive franchise agreement. However, given the upcoming expiration date, the Town and United Power agree that there is not sufficient time to complete negotiations and secure formal approval from both governing boards before the current agreement expires.

Allowing the Franchise Agreement to lapse would pose a risk to the Town's public health, safety, and welfare due to potential uncertainty regarding the uninterrupted provision of electrical service. As a result, an emergency ordinance is necessary to ensure service continuity while negotiations continue.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ord 1069 United Power Franchise Amend to Extend

ORDINANCE NO. 1069

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED POWER, INC., AND DECLARING AN EMERGENCY WITH RESPECT THERETO

WHEREAS, by Ordinance No. 766, the Town of Firestone ("Town") Board of Trustees ("Board") approved a Franchise Agreement with United Power, Inc. (the "Company") to grant a non-exclusive franchise to the Company to furnish, sell and distribute electricity within the Town pursuant to the conditions set forth in the Franchise Agreement for a term of 15 years, attached hereto as **Exhibit A** and incorporated herein;

WHEREAS, the term of current Franchise Agreement (Exhibit A) expires January 20, 2026 unless otherwise extended by the Town and the Company (the "Parties");

WHEREAS, The Parties desire to negotiate a new franchise agreement in the coming months;

WHEREAS, the Parties agree that the Franchise Agreement will expire prior to the Parties having both adequate time to negotiate a robust and fair agreement for both sides that is in best interest of the public health, safety and welfare of the Town and to receive formal approval by both the Town Board and the Company Board;

WHEREAS, the Town Board finds and declares that an emergency exists because expiration of the current Franchise Agreement risks a danger to the public health, safety and welfare of the Town; and

WHEREAS, given the urgent need to preserve the public health, safety and welfare of the Town, the Town Board further finds and declares that this ordinance becomes effective immediately upon adopting at a single reading.

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

Section 1. Amendment to Franchise Agreement. Section 2.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

§ 2.2 **Term of Franchise.** This Franchise Agreement shall be effective as of the effective date of the ordinance adopting the same and shall supersede any prior franchise grants to the United Power by the Town. The term of this Franchise Agreement shall be fifteen years unless extended by mutual agreement of the parties. In the event the Town and United Power are still negotiating a new franchise agreement near the expiration date of this agreement, the Town may, with agreement of United Power, extend this franchise through March 13, 2026.

Section 2. Term of Franchise Agreement Extended. The Town hereby exercises its extension option as stated in Section 1 of this Ordinance and, with the agreement of United Power,

the Franchise Agreement between United Power and the Town is hereby extended to March 13, 2026. Except as expressly modified or amended as provided herein, all other terms of the Franchise Agreement remain unchanged and in full force and effect.

Section 3. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

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

Section 5. Emergency Declaration; Effective Date. Pursuant to C.R.S. § 31-16-105, the Town Board hereby finds and declares that this ordinance is necessary for the immediate preservation of the public health, safety and welfare of the Town by ensuring consistent provision of electricity in the Town. This ordinance shall take effect immediately upon its adoption, and the Town Board directs that publication of this Ordinance be made as provided by C.R.S. § 31-16-105.

**INTRODUCED, READ, ADOPTED, APPROVED, AS AN EMERGENCY
ORDINANCE, AND ORDERED PUBLISHED IN FULL** this ___ day of _____, 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

United Power Inc., for itself, its successors and assigns, hereby accepts, as of the date stated above, the foregoing Ordinance finally passed by the Town Board of Firestone and agrees to be bound by all of its terms and provisions.

United Power Inc.

By: _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.g

Consent Agenda

Meeting Date: December 10, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-129: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDMENT NO. 1 TO TWENTY-FIRST INTERIM AGREEMENT WITH THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

RECOMMENDATION

Staff recommends approval of Resolution 25-129, approving the NISP Amendment No. 1 to the Twenty-First Interim Agreement with Northern Water, allowing unspent funds as of December 31, 2025, to be used on the phases associated with the Twenty-First Interim Agreement through April 30, 2026, for the Town's participation in NISP.

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 Twenty-First Interim Agreement was approved by Resolution 25-02 in January 2025. The costs associated with the agreement will cover 5 phases in 2025, which are explained below.

The Town's 2025 participation cost was \$1,085,500.00. This Amendment No. 1 to the Twenty-First Interim Agreement will allow for the 2025 unspent funds as of December 31, 2025, to be retained and spent by NISP Enterprise on costs to continue the pursuit of Phases 3A, 5, 6, 7, and 8 up to April 30, 2026, without a new interim agreement. NISP Enterprise shall not use such funds for any purposes unrelated to Phases 3A, 5, 6, 7 and 8 of the Project without the prior written consent of Participant.

The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.

Phase 3A consists of continuing the consulting, permitting, and compliance work associated with NISP. This work will also support public information efforts around NISP and overall Northern Water administration and legal support.

Phase 5 will consist of advancing the Glade Reservoir facility design, necessary geotechnical work, and the final design for the Highway 287 relocation.

Phase 6 involves the following 2025 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, design advancement, and conveyance cost estimating.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time-sensitive mitigation activities may be pursued.

Phase 7 involves the following 2025 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

Phase 8 involves the following 2025 activities:

- Early Pipeline Construction in the Johnstown area.
- Procurement of overhead electric materials for the HW 287 relocation.
- Advancement of the option agreement for the Timnath Inlet Canal.

FINANCIAL CONSIDERATIONS

No additional funds are being approved with the approval of Amendment No. 1 to the Twenty-First Interim Agreement.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved Resolution 25-02 of Trustees on January 8, 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res No 25-129 NISP Amendment No 1 Twenty-First Interim Participation Agreement
2. 21st Interim Agreement - Amendment 1 - Firestone
3. 25-02 Approving 21st Interim Agreement with NISP on behalf of Water Activity Enterprise for Participation in NISP 01-08-2025

RESOLUTION NO. 25-~~XX~~129

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING THE AMENDMENT NO. 1 TO TWENTY-FIRST
INTERIM AGREEMENT WITH THE NORTHERN INTEGRATED SUPPLY PROJECT
WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO
ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY
ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY
PROJECT**

WHEREAS, the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise” or “NISP”) is developing a water project (“Project”) for the purpose of developing a water supply for the beneficial use of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise and other entities; and

WHEREAS, overall Project costs are divided among the entities that participate in the Project; and

WHEREAS, Phases 1, 2 and 4 of the Project have been completed and years one through six of the 3rd Phase, have been completed; and

WHEREAS, it is necessary that NISP pursue years 7 through 20 of the Project (referred to as Phase 3A) which will consist of further consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project; and

WHEREAS, Phase 5 of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and Construction Manager/General Contractor design involvement, and completion of the Galeton Dam preliminary design; and

WHEREAS, Phase 6 involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities; and

WHEREAS, Phase 7 involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration; and

WHEREAS, it is necessary that NISP pursue Phases 3A, 5, 6, 7 and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants; and

WHEREAS, pursuing Phases 3A, 5, 6 and 7 of the Project on behalf of the participants will require continued funding from the participants; and

WHEREAS, Funds provided by Participant to NISP Enterprise pursuant to the Agreement for work on Phases 3A, 5, 6, 7 and 8 of the Project (as defined in the Agreement) for 2025 that are unspent as of December 31, 2025, may be retained and spent by NISP Enterprise on costs to continue the pursuit of Phases 3A, 5, 6, 7, and 8 up to April 30, 2026 without a new interim agreement. NISP Enterprise shall not use such funds for any purposes unrelated to Phases 3A, 5, 6, 7 and 8 of the Project without the prior written consent of Participant.

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

The Amendment No. 1 to the Twenty-First Interim Agreement between the Northern Integrated Supply Project Water Activity Enterprise and the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise for continued participation in the Northern Integrated Supply Project 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 Amendment No. 1 to the Twenty-First Interim Agreement on behalf of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise.

~~INTRODUCED, READPASSED~~ AND ADOPTED this 10th day of December, 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

AMENDMENT NO. 1 TO
TWENTY-FIRST INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Amendment No. 1 (“Amendment”), dated this _____ day of _____, 2025, modifies the Twenty-First Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the Town of Firestone, a municipal corporation, acting with and on behalf of the Firestone Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq., and owned by the Town of Firestone, whose address is 9950 Park Avenue, Firestone, CO 80504, (“Participant”) dated January 23, 2025, (“Agreement”). All provisions of the Agreement not specifically modified in this Amendment No. 1 shall remain in full force and effect in accordance with their terms.

The Agreement is modified as described below.

- I. Funds provided by Participant to NISP Enterprise pursuant to the Agreement for work on Phases 3A, 5, 6, 7 and 8 of the Project (as defined in the Agreement) for 2025 that are unspent as of December 31, 2025, may be retained and spent by NISP Enterprise on costs to continue the pursuit of Phases 3A, 5, 6, 7, and 8 up to April 30, 2026 without a new interim agreement. NISP Enterprise shall not use such funds for any purposes unrelated to Phases 3A, 5, 6, 7 and 8 of the Project without the prior written consent of Participant.

IN WITNESS WHEREOF, NISP Enterprise and Participant have executed this Amendment No. 1 on the date first set out above.

THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION,
ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY
ENTERPRISE, a government-owned business within the meaning of Article X, §
20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq.

By: _____

Name: _____

Title: _____

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By: _____
Bradley D. Wind, P.E.
General Manager

TWENTY-FIRST INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of January 23, 2025 by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the Town of Firestone, a municipal corporation, acting with and on behalf of the Firestone Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq., and owned by the Town of Firestone, whose address is 9950 Park Avenue, Firestone, CO 80504, ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 20 (hereinafter referred to as "Phase 3A"), will consist of further agency consultation, permitting work with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. The Eighth Phase involves early pipeline construction, procurement of electrical materials for the Highway 287 relocation, and advancement of the option agreement for

the Timnath Inlet Canal.

- I. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, 7, and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- J. Pursuing these Phases 3A, 5, 6, 7, and 8 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, 7, and 8 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, Phase 7 and Phase 8 is included in Exhibit A. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is 1,300 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2025 for each Participant. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction or increase in base requested capacity, which will be implemented by the NISP Enterprise so long as any costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 1,300 acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2025 costs necessary for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$1,085,500 for 2025. The Participant will pay the NISP Enterprise its pro rata share of these 2025 costs on or before February 15, 2025. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be

increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2025 costs of Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 8 or that it will construct or operate the Project. At the end of the Eighth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.
7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be

unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.

8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$1,085,500 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 in 2025, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2025. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 beyond the costs stated in paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
11. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION,
ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY
ENTERPRISE, a government-owned business within the meaning of Article X, §
20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq.

By: Don Conyale Jr.

Name: Don Conyale Jr.

Title: Mayor

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By: Bradley D. Wind

Bradley D. Wind, P.E.
General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2025 will largely be remaining efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, and continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade Reservoir facility design advancement and necessary geotechnical work and Highway 287 relocation final design.

Phase 6 involves the following additional 2025 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, design advancement, and conveyance cost estimating.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves the following 2025 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

Phase 8 involves the following 2025 activities:

- Early Pipeline Construction in the Johnstown area.
- Procurement of overhead electric materials for the HW 287 relocation.
- Advancement of the option agreement for of the Timnath Inlet Canal.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8

Northern Integrated Supply Project
Final Year 2025 Preconstruction Budget
Interim Contract 21

Rev. 2.1

11/1/2024

Item	Updated Cost
Glade Final Design	\$ 5,000,000
HW 287 Design Activities	\$ 200,000
HW 287 CMGC	\$ 100,000
HW 287 Utility Relocation Materials	\$ 1,300,000
NISP Delivery Pipeline Design	\$ 2,000,000
County Line Pipeline Early Construction	\$ 8,000,000
Poudre Inlet Canal Agreement	\$ 800,000
Poudre Inlet Canal Design	\$ 600,000
Environment&Mitigation	\$ 4,000,000
WQ Sample Testing/Studies	\$ 400,000
Financing Consultant/Bond Counsel	\$ 100,000
Northern Water Labor	\$ 2,000,000
Northern Water Indirect	\$ 800,000
Legal	\$ 700,000
Communications	\$ 100,000
Glade State Land Board Land	\$ 6,500,000
ROW-Land Appraisal/Title/Survey	\$ 200,000
Pipeline Easements/Property	\$ 3,000,000
Contingency/Other (10%)	\$ 3,600,000
Total	\$ 39,400,000
Approximate Carryover from 2024	\$ 6,000,000
Total Requested of Participants for 2025	\$ 33,400,000

Participant	Project Yield (Acre-ft)	Percent of Project	2025 Contribution
Central Weld Co. W.D.	3,500	8.75%	\$ 2,922,500
Dacono	1,250	3.13%	\$ 1,043,750
Firestone	1,300	3.25%	\$ 1,085,500
Frederick	2,600	6.50%	\$ 2,171,000
Eaton	500	1.25%	\$ 417,500
Erie	6,500	16.25%	\$ 5,427,500
Evans	1,200	3.00%	\$ 1,002,000
Fort Collins-Loveland. W.D.	8,100	20.25%	\$ 6,763,500
Fort Lupton	1,050	2.63%	\$ 876,750
Fort Morgan	3,600	9.00%	\$ 3,006,000
Lafayette	1,800	4.50%	\$ 1,503,000
Lefthand W.D.	3,500	8.75%	\$ 2,922,500
Morgan County Q.W.D.	1,300	3.25%	\$ 1,085,500
Severance	500	1.25%	\$ 417,500
Windsor	3,300	8.25%	\$ 2,755,500
Total	40,000	100.00%	\$ 33,400,000

TOWN OF FIRESTONE PROJECTED DEMAND FROM ST VRAIN WTP

YEAR (yr)	SFE'S ADDED (#)	<u>POTABLE DEMAND</u>		<u>TREATMENT</u>
		MAX DAY DEMAND ADDED (MGD)	MAX DAY DEMAND CUMMULATIVE (MGD)	ST VRAIN WTP CAPACITY (MGD)
2024	87	0.0689	0.0689	1.5(1.2)
2025	286	0.2265	0.2954	1.5(1.2)
2026	491	0.3885	0.6839	1.5(1.2)
2027	435	0.3445	1.0284	1.5(1.2)
2028	433	0.3429	1.3713	2.25(1.8)
2029	452	0.3580	1.7293	2.25(1.8)
2030	435	0.3445	2.0739	5 (4)
2031	488	0.3865	2.4603	5 (4)
2032	450	0.3564	2.8167	5 (4)
2033	420	0.3326	3.1494	5 (4)
2034	380	0.3010	3.4503	5 (4)
2035	374	0.2962	3.7466	5 (4)

RESOLUTION NO. 25-02

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

WHEREAS, the Northern Integrated Supply Project Water Activity Enterprise ("NISP Enterprise" or "NISP") is developing a water project ("Project") for the purpose of developing a water supply for the beneficial use of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise and other entities; and

WHEREAS, overall Project costs are divided among the entities that participate in the Project; and

WHEREAS, Phases 1, 2 and 4 of the Project have been completed and years one through six of the 3rd Phase, have been completed; and

WHEREAS, it is necessary that NISP pursue years 7 through 20 of the Project (referred to as Phase 3A) which will consist of further consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project; and

WHEREAS, Phase 5 of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and Construction Manager/General Contractor design involvement, and completion of the Galeton Dam preliminary design; and

WHEREAS, Phase 6 involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities; and

WHEREAS, Phase 7 involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration; and

WHEREAS, it is necessary that NISP pursue Phases 3A, 5, 6, 7 and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants; and

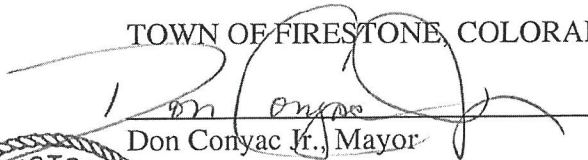
WHEREAS, pursuing Phases 3A, 5, 6 and 7 of the Project on behalf of the participants will require continued funding from the participants.

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

The Twenty-First Interim Agreement between the Northern Integrated Supply Project Water Activity Enterprise and the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise for continued participation in the Northern Integrated Supply Project 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 Twenty-First Interim Agreement on behalf of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise.

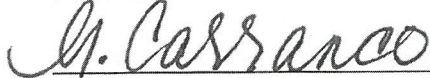
INTRODUCED, READ AND ADOPTED this 8th day of January, 2025.

TOWN OF FIRESTONE, COLORADO

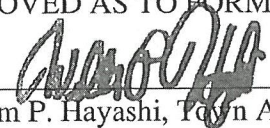

Don Conyac Jr., Mayor



ATTEST:


Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:


William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.h

Consent Agenda

Meeting Date: December 10, 2025

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 25-130: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE 2025 CENTRAL FIRESTONE DISTRICT TAX LEVY TO THE BOARD OF COUNTY COMMISSIONERS

RECOMMENDATION

Staff recommends approval of Resolution 25-130

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.

SUMMARY

The Town is authorized to levy up to five mills on behalf of the DDA. The levies for 2026 must be certified by December 15, 2025. This Resolution will certify the DDA's general mill levy at 0.000 mills for the following fiscal year.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-130 - Resolution Establishing DDA Mill Levy for 2025

RESOLUTION NO. 25-130

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE 2025 CENTRAL FIRESTONE DISTRICT TAX LEVY TO THE BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Central Firestone District (the “District”) is a downtown development authority duly organized and existing under the laws of the State of Colorado pursuant to Sections 31-25-801 et seq., C.R.S., as amended (the “DDA Act”); and

WHEREAS, at an election held on November 4, 2025, the qualified electors of the District approved an ad valorem property tax not to exceed five (5) mills within the boundaries of the District; and

WHEREAS, pursuant to said election approval and the provisions of Section 31-25-817, C.R.S., the Board of Trustees of the Town of Firestone (“Town Board”) is authorized, in addition to the regular ad valorem tax and special assessments for improvements, to impose and levy an ad valorem tax on all real and personal property within the boundaries of the District not exceeding five mills on the valuation for assessment of such property; and

WHEREAS, the District’s Board of Directors (“Directors”) considered and approved a proposed budget on October 15, 2025, which did not recommend to the Town Board that it impose and levy any mills on all real and personal property within the District’s boundaries; and

WHEREAS, the 2025 valuation for assessment for the Town as certified by the Weld County Assessor is \$272,337,724; and

WHEREAS, the Town of Firestone and the District have entered into an intergovernmental agreement regarding the coordination and staffing of services for the District, providing the District with enough funding to cover its operational and maintenance needs for the year of 2026; and

WHEREAS, considering the valuation data and the source of funding referred to above, the Board of Trustees finds and determines that setting the tax levy for the 2025 fiscal year for the District at zero (0) mills is sufficient to produce the required ad valorem revenues for the 2026 budget as approved by the District’s Directors.

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

The tax levy to be applied to the valuation for assessment of property subject to taxation by the Town of Firestone, Colorado as certified by the County Assessor for the current year, for the properties located within the Central Fire District’s boundaries is hereby established at 0.000 mills, in addition to all regular ad valorem tax and special assessments. The Town Director of Finance is hereby authorized and directed to immediately certify to the County Commissioners

of Weld County, Colorado, that the tax levy for the District is 0.000 mills, in addition to all other regular ad valorem taxes and special assessments.

PASSED AND ADOPTED this 10th day of December, 2025.

TOWN OF FIRESTONE

By _____
Don Conyac, Jr, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.i

Consent Agenda

Meeting Date: December 10, 2025

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

Resolution 25-131: 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. 7C AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7C SUBDIVISION

RECOMMENDATION

Town staff recommends that the Board of Trustees approve Resolution No. 25-131, a resolution approving the Barefoot Lakes Filing 7C Final Plat, with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction prior to recordation.
- (b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town's Standards and Specifications, including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities.
- (c) Before Applicant begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Applicant shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town's Standards and Specifications including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities, and all such work shall be inspected and approved by the Town.
- (d) Prior to the initial acceptance of all public improvements, Applicant shall provide to the Town:
 - (i) a written instrument duly executed by Tri-State Generation permitting the Town to fully use and enjoy the proposed permanent easement for its intended purposes as specified in this Resolution, without being subject to any restrictions or limitations arising from Tri-State's existing recorded easement interests; and
 - (ii) 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 [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

Barefoot Lakes Filing 7C, Final Plat proposes 179 residential lots, consisting of 127 single-family detached lots, 12 single-family attached duplex lots, 40 attached residential townhouse lots, a future development lot, and 15 tracts on 45.167 acres.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution No. 25-111, a resolution approving the Barefoot Lakes Filing 7 Preliminary Plat, on December 13, 2023.

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 25-131 Barefoot Lakes F7C
2. Final Plat
3. Subdivision Agreement Form_BFL F7C DRAFT
4. 7C Offsite Storm easement DRAFT
5. OFFSITE DRAINAGE ESMT-7C Draft
6. OFFSITE DRAINAGE ESMT-7C Legal description

RESOLUTION NO. 25-131

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. 7C; ACCEPTING A PERMANENT EASEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO.7C SUBDIVISION; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7C 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. 7C” (the “Final Plat”), attached hereto as **Exhibit A**, to develop approximately 179 residential lots on the Property (“Project”); and

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

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

WHEREAS, to accommodate and safely convey flows generated from the Project as well as stormwater runoff from areas adjacent to and upstream from the Property, itself, without causing damage to downstream property or altering historic drainage paths within the existing drainage basin, the Project’s stormwater drainage facility system design will require the construction of certain stormwater drainage and grading improvements off-site of the Property (“Improvements”), and more specifically on approximately 1.398 acres of real property located immediately to the east of the Property, which is also owned by Applicant; and

WHEREAS, to construct and maintain the Improvements as well as other utility improvements, such as water and sewer lines and related appurtenances, until construction acceptance, and for the continued ownership, operation, and maintenance of the Improvements by the Town after construction acceptance, the Town will require and Applicant is willing to grant and convey a permanent easement over a portion of its property, pursuant to the terms and conditions of a Utility Easement and Agreement, attached as **Exhibit C**, to be located on, over, under, and across the lands more particularly described and depicted in the attachment to **Exhibit C**, which will correspond with the location of the Improvements as shown in the Final Construction Documents for the Final Plat.

WHEREAS, the Board of Trustees desires to accept the Utility Easement grant from Applicant in accordance with the terms and conditions set forth in the Utility Easement and Agreement attached hereto as **Exhibit B**.

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. 7C, 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 prior to recordation.
- (b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town's Standards and Specifications, including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities.
- (c) Before Applicant begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Applicant shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town's Standards and Specifications including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities, and all such work shall be inspected and approved by the Town.
- (d) Prior to the initial acceptance of all public improvements, Applicant shall provide to the Town:
 - (i) a written instrument duly executed by Tri-State Generation permitting the Town to fully use and enjoy the proposed permanent easement for its intended purposes as specified in this Resolution, without being subject to any restrictions or limitations arising from Tri-State's existing recorded easement interests; and
 - (ii) 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. 7C 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. 7C 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. The Board of Trustees of the Town of Firestone hereby accepts the grant of a permanent, non-exclusive easement over and across a certain parcel of the Applicant's property, covering a total of approximately 1.4 acres, as more particularly described and depicted in Exhibit C, attached hereto and made a part of this resolution, with the Mayor being authorized to execute and acknowledge the grant of the easement on behalf of the Town, contingent on Applicant satisfying the condition provided in Section 2(d)(i) of this Resolution.

Section 8. The Board of Trustees of the Town of Firestone hereby authorizes and approves the Utility Easement and Agreement between the Town and Applicant, in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the agreement on behalf of the Town.

Section 9. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7C final plat shall be null and void if the conditions set forth in Section 2(a), (b), and (e) 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. 7C
Final Plat

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

EXHIBIT C
Barefoot Lakes Filing No. 7C
Off-Site Utility Easement and Agreement

FINAL PLAT

BAREFOOT LAKES FILING NO. 7C

WEST HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.167 ACRES – 179 RESIDENTIAL LOTS – 1 FUTURE DEVELOPMENT LOT – 15 TRACTS

SHEET 1 OF 8
PROJECT NO. FP-24-035

CERTIFICATION OF OWNERSHIP AND DEDICATION

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

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

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 NORTH 88°45'03" EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF BIRCH STREET AS DEPICTED ON BAREFOOT LAKES FILING 7A, RECORDED ON MARCH 18, 2025 AT RECEPTION NO. 5016965 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°13'07" WEST, A DISTANCE OF 518.69 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF WAY, NORTH 88°54'53" EAST, A DISTANCE OF 440.00 FEET;

THENCE NORTH 23°22'49" EAST, A DISTANCE OF 282.43 FEET;

THENCE NORTH 88°54'53" EAST, A DISTANCE OF 70.87 FEET;

THENCE NORTH 23°02'11" EAST, A DISTANCE OF 181.56 FEET;

THENCE NORTH 32°57'14" EAST, A DISTANCE OF 87.88 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 665.56 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 87.68 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 68.00 FEET;

THENCE SOUTH 89°47'17" WEST, A DISTANCE OF 29.38 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 227.81 FEET;

THENCE SOUTH 45°12'43" EAST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 64.00 FEET;

THENCE SOUTH 44°47'17" WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 659.81 FEET;

THENCE SOUTH 45°12'43" EAST, A DISTANCE OF 7.07 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 54.19 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 447.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 250.05 FEET TO THE NORTHERLY BOUNDARY OF SAID PLAT OF BAREFOOT LAKES FILING 7A;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING FIFTEEN (15) COURSES:

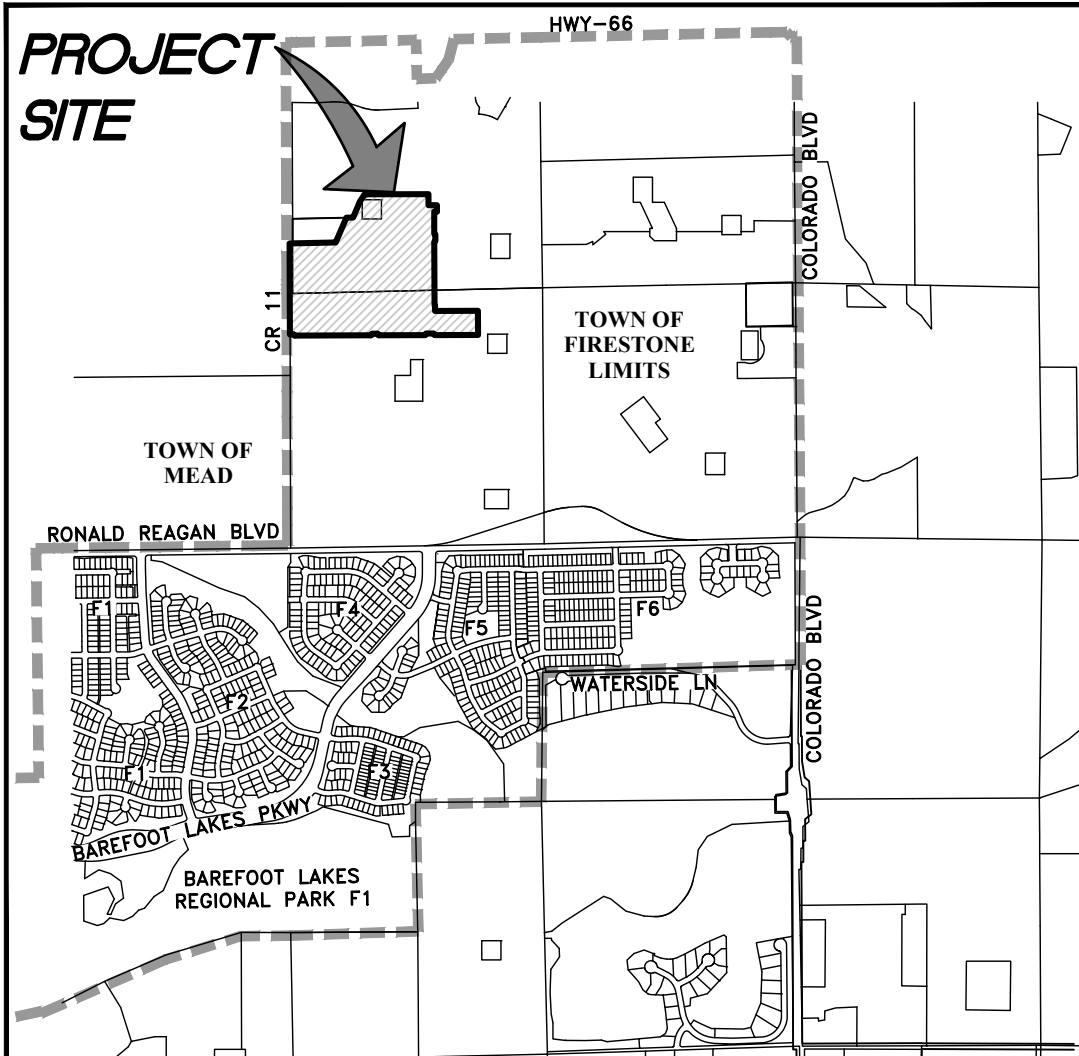
- SOUTH 89°47'17" WEST, A DISTANCE OF 450.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;
- NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;
- NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;
- SOUTH 89°47'17" WEST, A DISTANCE OF 80.00 FEET;
- SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;
- SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;
- SOUTH 89°47'17" WEST, A DISTANCE OF 478.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;
- NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;
- NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;
- SOUTH 89°47'17" WEST, A DISTANCE OF 60.00 FEET;
- SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;
- SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;
- SOUTH 89°47'17" WEST, A DISTANCE OF 791.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;
- NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET TO SAID EASTERLY RIGHT-OF-WAY OF BIRCH STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°12'43" WEST, A DISTANCE OF 430.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 45.167 ACRES, (1,967,494 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. 7C**, 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.



VICINITY MAP
SCALE: 1" = 2000'

SHEET INDEX

SHEET 1	— DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION
SHEET 2	— GENERAL NOTES AND SUBDIVISION DATA, LINE/CURVE TABLES
SHEET 3	— OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 4-8	— TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS

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., 2025.

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____DAY OF _____ 2025.,

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

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

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
CHRIS.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

BY: _____
NAME: _____
TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

STATE OF COLORADO }
COUNTY OF _____ } SS.

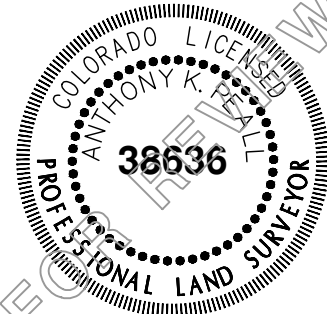
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____DAY OF _____ 2025.,

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

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

SURVEYING CERTIFICATE:

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



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

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

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

TOWN APPROVAL

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

____ DAY OF _____, 2025, BY RESOLUTION NO. _____,
PASSED AND ADOPTED AT THE REGULAR MEETING OF

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS _____ DAY

OF _____, 2025, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7C
Phase Number	N/A
Preparation Date	2024-07-24
Revision Date	2024-11-18
Revision Date	2025-03-05
Revision Date	2025-03-25
Revision Date	2025-05-06
Revision Date	2025-10-23

COVER PAGE ~ SHEET 1 of 8



AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:

2024-07-24

SCALE:

N/A

SHEET 1 OF 8

FINAL PLAT

BAREFOOT LAKES FILING NO. 7C

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

45.167 ACRES – 179 RESIDENTIAL LOTS – 1 FUTURE DEVELOPMENT LOT – 15 TRACTS

SHEET 2 OF 8

PROJECT NO. FP-24-035

GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–506, COLORADO REVISED STATUTE.

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

3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°13'07" WEST, 2,654.64 FEET AND MONUMENTED AS SHOWN HEREON.

4. TITLE COMMITMENT: LAND TITLE GUARANTEE COMPANY'S ORDER NUMBER RND2509361–3, DATED 05/16/2024 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS–OF–WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

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

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

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

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

9. TRACTS A, B, C, D, E, G, H, I, J, K, L, & M ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.

10. 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).

11. THE LOT OWNERS ADJACENT TO TRACTS C, D, H, I, K AND L SHALL BE GRANTED BY SEPARATE WRITTEN INSTRUMENT A NON–EXCLUSIVE EASEMENT OVER THE WATER EASEMENTS SHOWN WITHIN SUCH TRACTS FOR THE PURPOSE OF ACCESSING, INSTALLING, OWNING, INSPECTING, MAINTAINING, AND REPAIRING PRIVATE WATER AND SANITARY SEWER SERVICE LINES AND RELATED FACILITIES.

12. 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 7C 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, B, C, D, E, G, H, I, J, K, L & M TO THE ST. VRAIN LAKES METRO DISTRICT; OR (B) SUCH OTHER DOCUMENTATION ACCEPTABLE TO THE TOWN INDICATING THAT FEE SIMPLE TITLE TO TRACTS A, B, C, D, E, G, H, I, J, K, L, & M IS HELD BY THE ST. VRAIN LAKES METRO DISTRICT. UPON ACCEPTANCE BY THE TOWN OF FIRESTONE, THE ABOVE–STATED PLAT RESTRICTION SHALL BE REMOVED.

PARK/OPEN SPACE DATA TABLE		
	REQUIRED (10%)	PROVIDED
PARK/OPEN SPACE	3.50 ACRES	10.78 ACRES
POCKET PARK	1/QUADRANT	YES
NEIGHBORHOOD PARK	1	FUTURE FILING

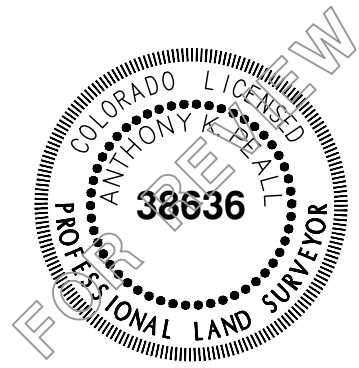
SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	45.167 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	3.96 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	127
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS–DUPLEX	12
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS–TOWNHOME	40
NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	179
FUTURE DEVELOPMENT LOT (LOT 1, BLOCK 8)	2.633 ACRES
NUMBER OF TRACTS	15
AREA OF ROW	8.859 ACRES
AREA OF TRACTS	16.346
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	17.329 ACRES
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS PER ACRE)	10.36 LOTS / ACRE
MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	1,530 SQUARE FEET
MAXIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	7,470 SQUARE FEET
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	5,940 SQUARE FEET

TRACT USE SUMMARY TABLE					
TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
A	110,853	2.545	OPEN SPACE	BAREFOOT LLC*	BAREFOOT LLC*
B	233,886	5.369	OPEN SPACE	BAREFOOT LLC*	BAREFOOT LLC*
C	47,393	1.088	OPEN SPACE/DRAINAGE/ACCESS	BAREFOOT LLC*	BAREFOOT LLC*
D	39,356	0.903	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
E	36,047	0.828	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
F	148,122	3.400	FUTURE DEVELOPEMENT	BAREFOOT LLC	BAREFOOT LLC
G	18,139	0.416	ACCESS	BAREFOOT LLC*	BAREFOOT LLC*
H	15,019	0.345	ACCESS	BAREFOOT LLC*	BAREFOOT LLC*
I	3,313	0.076	UTILITY/DRAINAGE/ACCESS	BAREFOOT LLC*	BAREFOOT LLC*
J	3,770	0.087	ACCESS	BAREFOOT LLC*	BAREFOOT LLC*
K	3,770	0.087	ACCESS	BAREFOOT LLC*	BAREFOOT LLC*
L	14,560	0.334	ACCESS	BAREFOOT LLC*	BAREFOOT LLC*
M	10,823	0.248	PEDESTRIAN ACCESS/UTILITY EASEMENT	BAREFOOT LLC	BAREFOOT LLC
N	18,958	0.435	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
O	8,050	0.185	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
TOTAL	712,059	16.346	* INDICATES TRACTS THAT WILL TRANSFER FROM BAREFOOT LLC TO ST. VRAIN LAKES METROPOLITAN DISTRICT (SVLMD) IN ACCORDANCE WITH THE PUBLIC IMPROVEMENT ACQUISITION AND REIMBURSEMENT AGREEMENT BETWEEN SVLMD AND BAREFOOT, LLC (PLEASE SEE NOTE 12)		

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7C
Phase Number	N/A
Preparation Date	2024-07-24
Revision Date	2024-11-18
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GENERAL NOTES ~ SHEET 2 of 8



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



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

AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706–9451

DATE OF PREPARATION:	2024-07-24
SCALE:	N/A

SHEET 2 OF 8

BAREFOOT LAKES FILING NO. 7C

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

45.167 ACRES - 179 RESIDENTIAL LOTS - 1 FUTURE DEVELOPMENT LOT - 15 TRACTS

SHEET 3 OF 8

PROJECT NO. FP-24-035

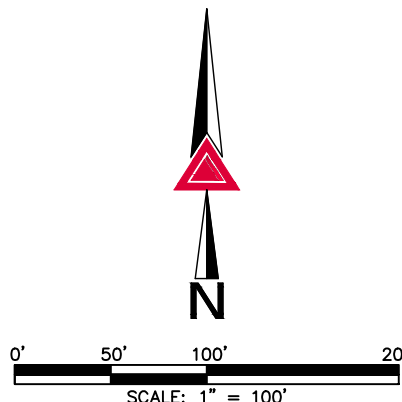
MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 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
- D.E. = DRAINAGE EASEMENT
- WSE = WATER SERVICE EASEMENT
- SWE = SIDEWALK EASEMENT
- (NR) = NON-RADIAL

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

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OVERALL PAGE ~ SHEET 3 of 8



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DEVELOPER
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6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF
PREPARATION: 2024-07-24

SCALE: 1" = 100'

SHEET 3 OF 8

AzTec Proj. No.: 54822-19

Drawn By: GLW

FOUND SECTION CORNER AS SHOWN HEREON

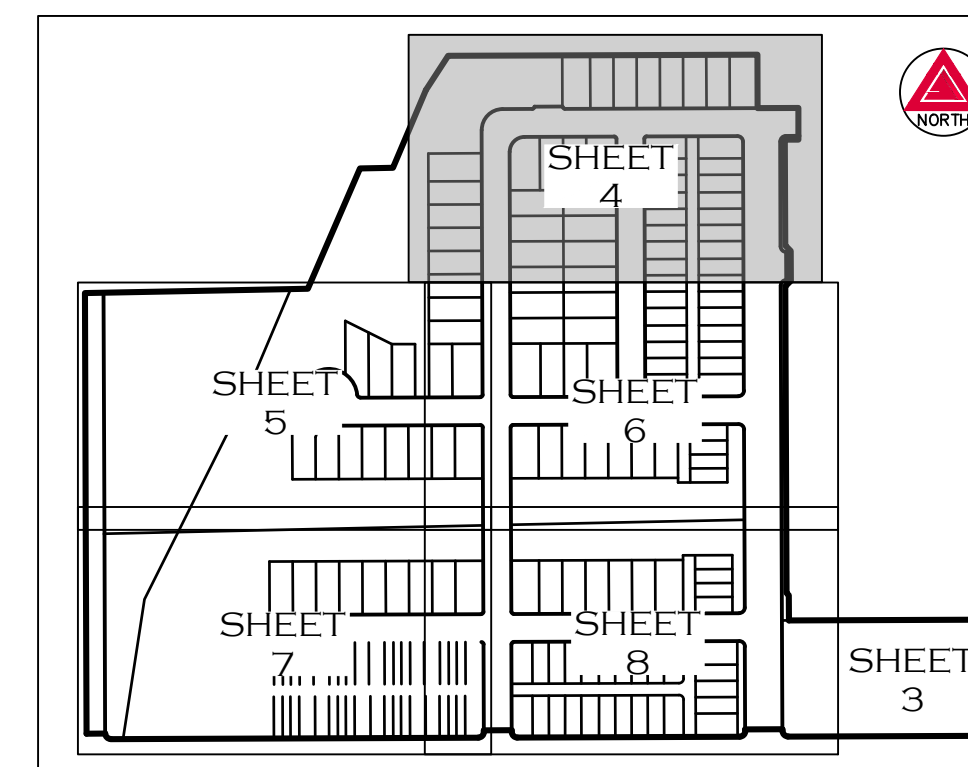
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CAP STAMPED "AZTEC LS 38636"

BAREFOOT LAKES FILING NO. 7C
WEST HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 4 OF 8

PROJECT NO. FP-24-035



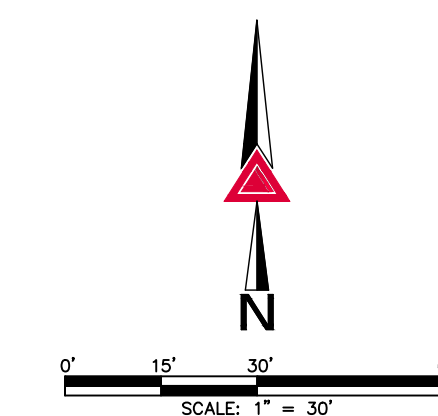
KEY MAP
NTS

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

LEGEND

U.E. = UTILITY EASEMENT
D.U.E. = DRAINAGE & UTILITY EASEMENT
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FIRESTONE INFORMATION BLOCK

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LOT DETAIL PAGE ~ SHEET 4 of 8

DATE OF PREPARATION:	2024-07-24
SCALE:	1" = 30'
SHEET 4 OF 8	



AzTec Proj. No.: 54822-19

Drawn By: GLW

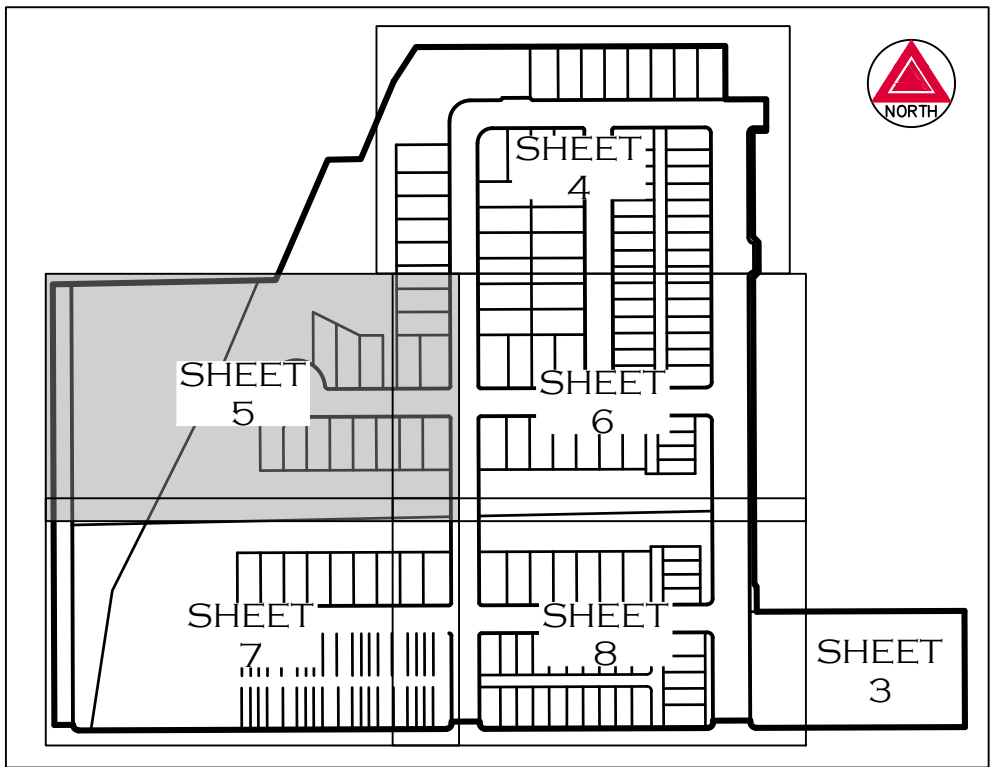
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FINAL PLAT
BAREFOOT LAKES FILING NO. 7C
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45.167 ACRES - 179 RESIDENTIAL LOTS - 1 FUTURE DEVELOPMENT LOT - 15 TRACTS

SHEET 5 OF 8
PROJECT NO. FP-24-035

SEE SHEET 4



KEY MAP
N.T.S.

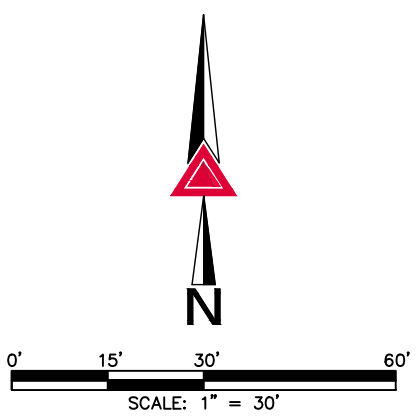
MONUMENT SYMBOL LEGEND

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LOT DETAIL PAGE ~ SHEET 5 of 8

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SHEET 5 OF 8



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Drawn By: GLW

SEE SHEET 7

SEE SHEET 3

BIRCH STREET
(40' WIDE PUBLIC ROW)

N0013°07'W 518.69'

30' D.E.

30' SANITARY & STORM SEWER EASEMENT
DEDICATED BY THIS PLAT

TRACT F
148,122 SF
3.400 AC

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

N88°54'53"E 440.00'
403.15'

TRACT B
233,886 SF
5.369 AC

TRACT B
233,886 SF
5.369 AC

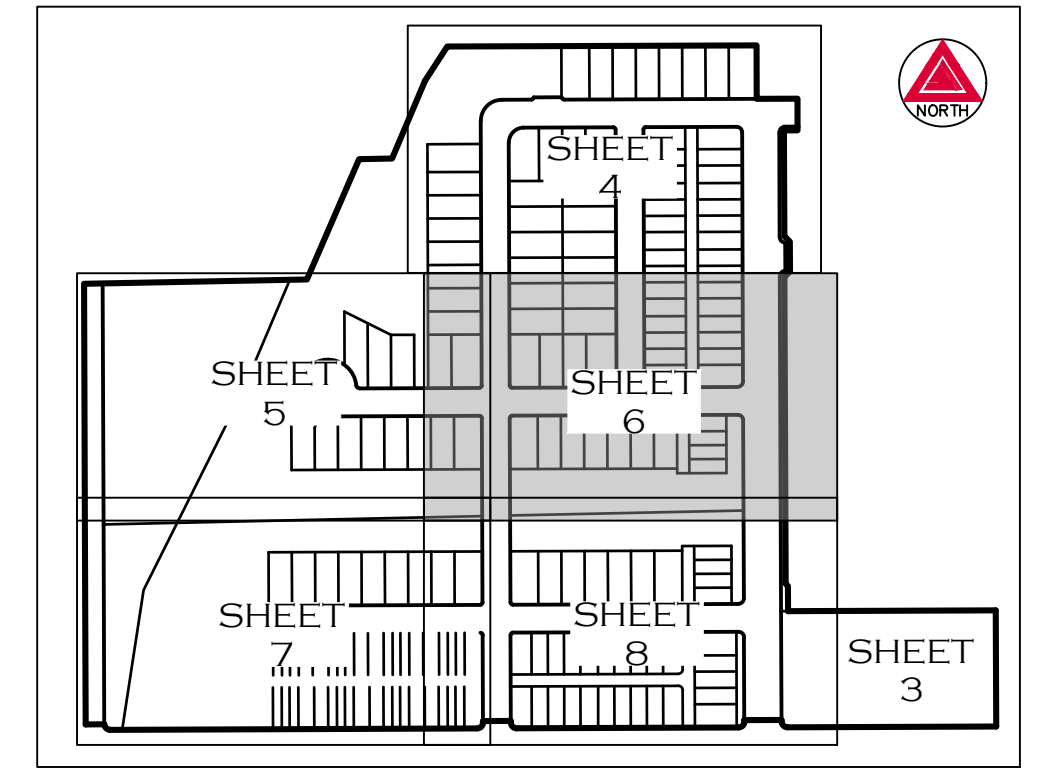
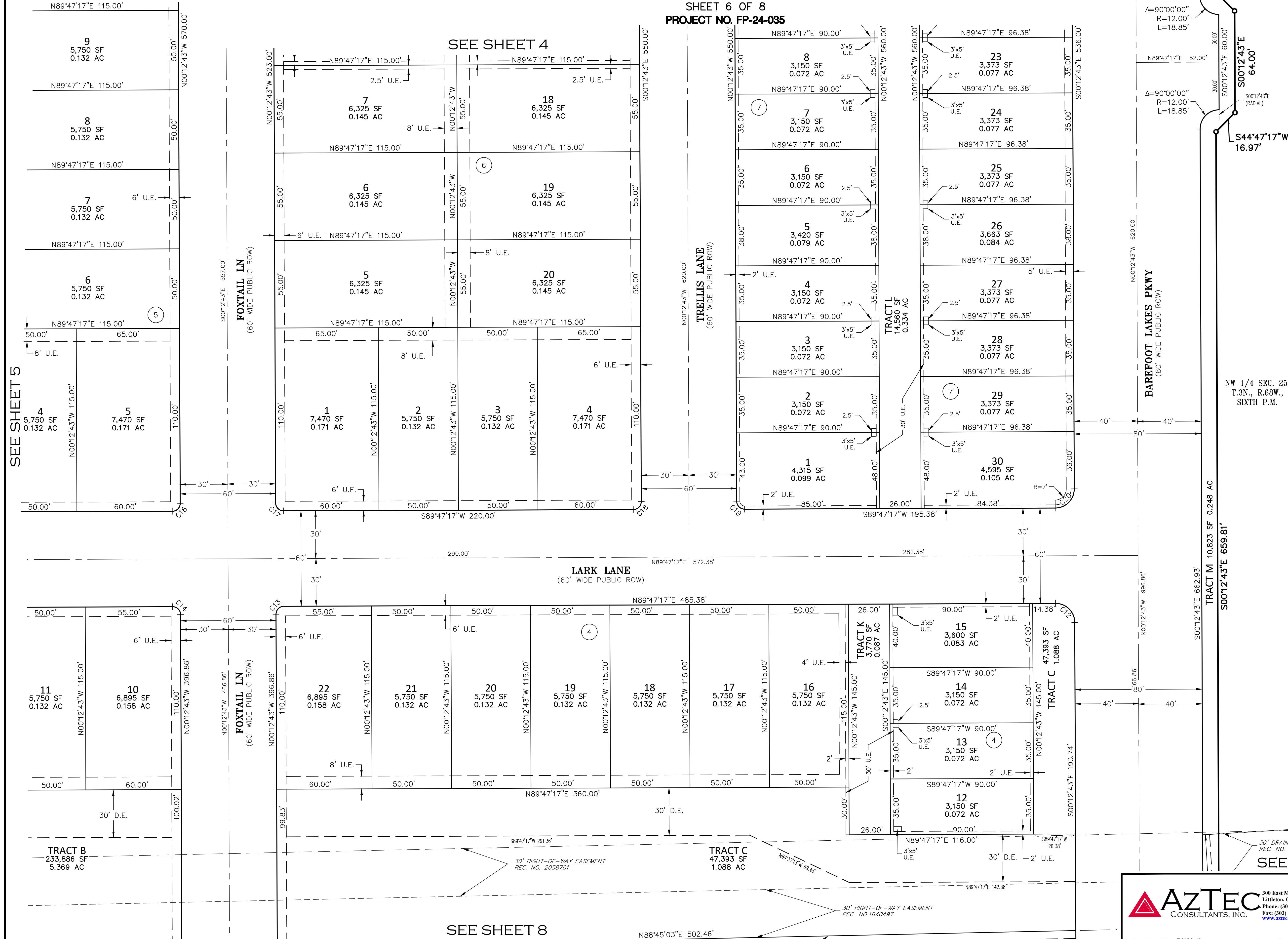
LARK LANE
(60' WIDE PUBLIC ROW)

5

3

S89°47'17"W 803.01'

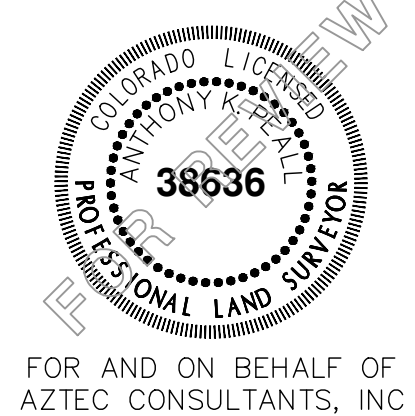
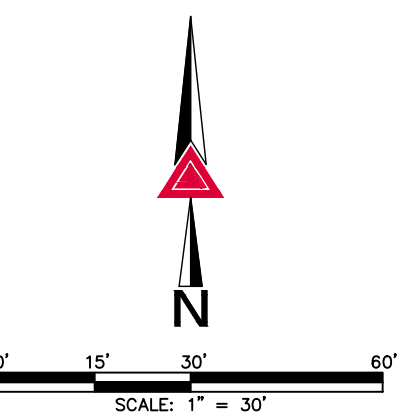
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SHEET 6 OF 8
PROJECT NO. FP-24-035



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LOT DETAIL PAGE ~ SHEET 6 of 8	

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BROOKFIELD RESIDENTIAL	DATE OF PREPARATION:	2024-07-24
	6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 706-9451	SCALE:	1" = 30'
AzTec Proj. No.: 54822-19 Drawn By: GLW		SHEET 6 OF 8	

FINAL PLAT

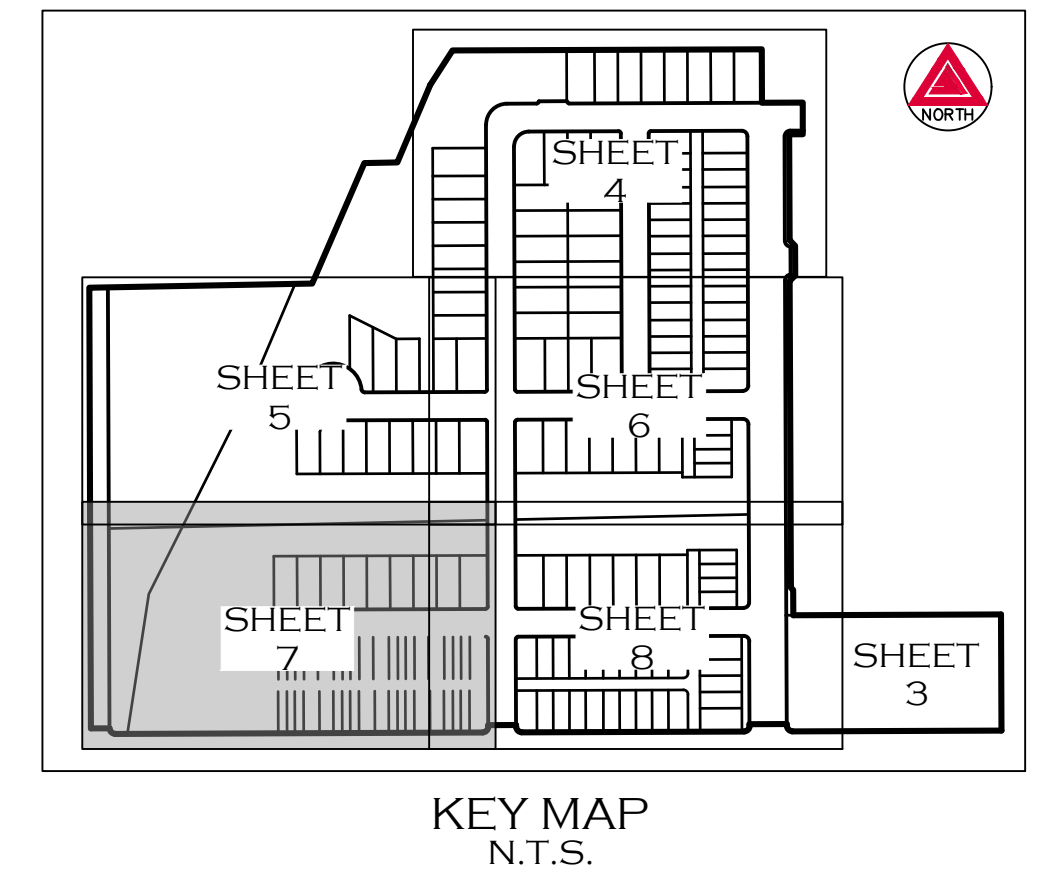
BAREFOOT LAKES FILING NO. 7C

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

45.167 ACRES - 179 RESIDENTIAL LOTS - 1 FUTURE DEVELOPMENT LOT - 15 TRACTS

SHEET 7 OF 8

PROJECT NO. FP-24-035



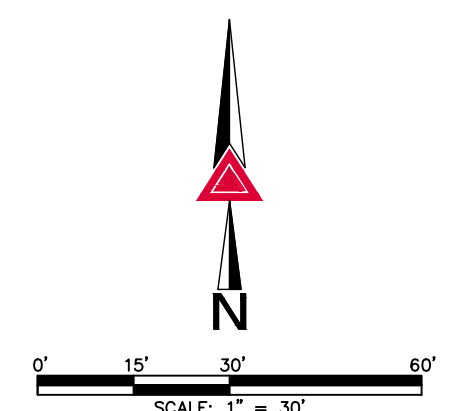
MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP
STAMPED "AZTEC LS 38636"
- 1 ○ 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
D.E. = DRAINAGE EASEMENT
WSE = WATER SERVICE EASEMENT
SWE = SIDEWALK EASEMENT
(NR) = NON-RADIAL

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. 7C
Phase Number	N/A
Preparation Date	2024-07-24
Revision Date	2024-11-18
Revision Date	2025-03-05
Revision Date	2025-03-25
Revision Date	2025-05-06
Revision Date	2025-10-23

LOT DETAIL PAGE ~ SHEET 7 of 8

D E V E L O P E R BROOKFIELD RESIDENTIAL 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 706-9451	DATE OF PREPARATION: 2024-07-24
	SCALE: 1" = 30'
S H E E T 7 O F 8	



AzTec Proj. No.: 54822-19

Drawn By: GLW

D E V E L O P E R
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

BAREFOOT LAKES FILING NO. 7C

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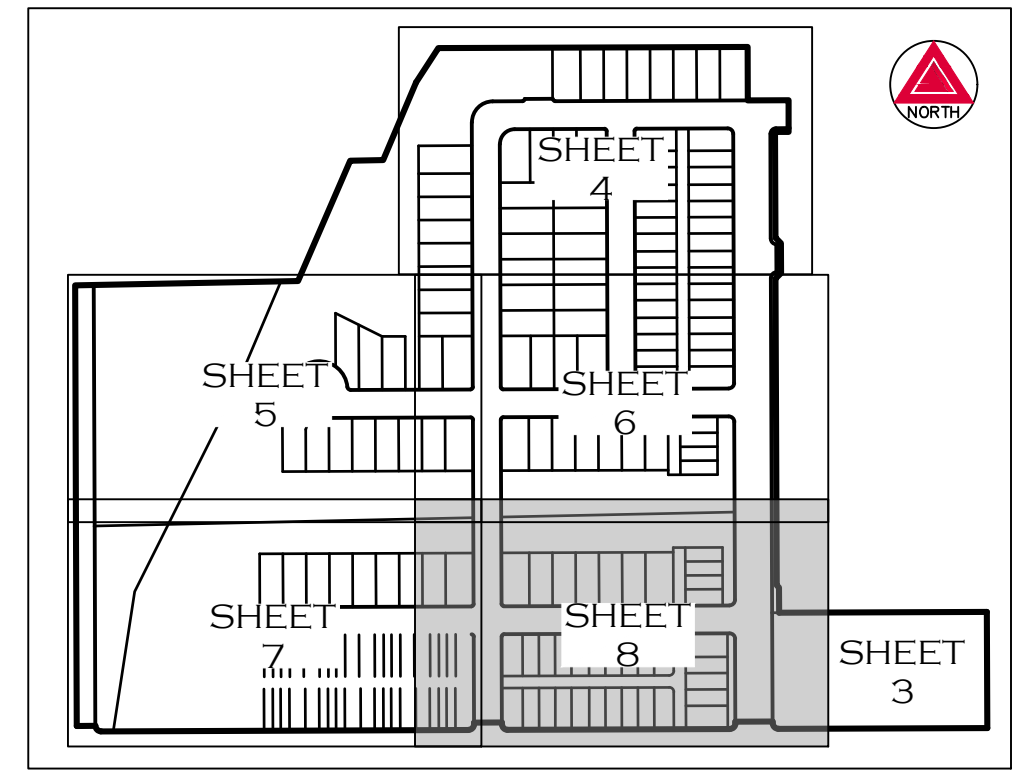
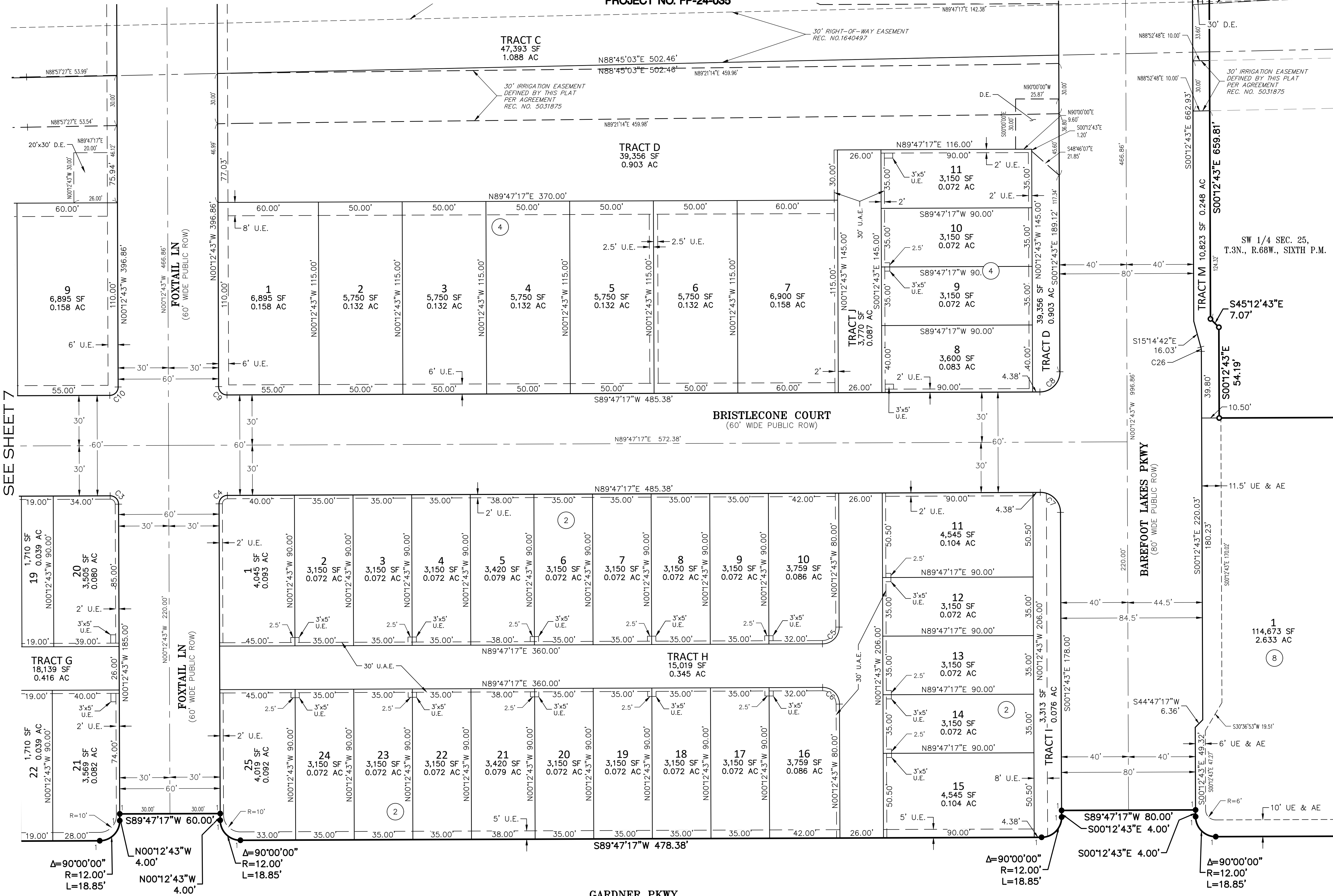
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SHEET 8 OF 8
PROJECT NO. FP-24-035

SEE SHEET 6

SEE SHEET 3



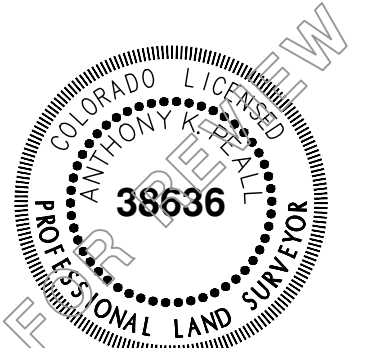
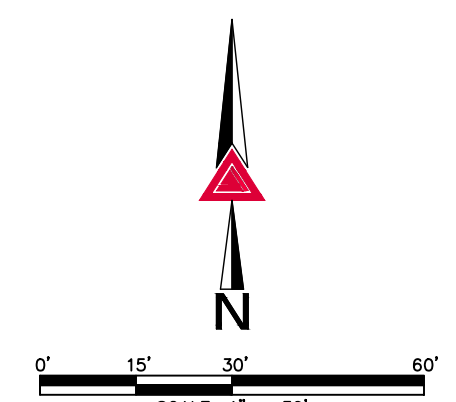
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FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

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LOT DETAIL PAGE ~ SHEET 8 of 8



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DEVELOPER
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION: 2024-07-24

SCALE: 1" = 30'

SHEET 8 OF 8

**BAREFOOT LAKES FILING NO. 7C BAREFOOT LAKES FILING NO. 7C
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, 9950 Park Avenue, Firestone, Colorado, 80504, hereinafter referred to as "Firestone" or "Town," and **BAREFOOT LLC a COLORADO corporation**, 6465 S. GREENWOOD PLAZA BLVD, CENTENNIAL, CO, 80111 hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for BAREFOOT LAKES FILING NO. 7C BAREFOOT LAKES FILING NO. 7C ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

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

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

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

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

I. TOWN ADMINISTRATIVE OFFICIAL

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

II. DEVELOPMENT OBLIGATION AND COORDINATION

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

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in "Exhibit A"

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

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

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

A. Construction Standards

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

B. Engineering and Consulting Services

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

C. Plan Submission and Acceptance

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

corrected and said plans shall be resubmitted to and accepted by Firestone prior to construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

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

E. Licensing of Contractors and/or Subcontractors

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

F. Testing and Inspection

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

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

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

G. Rights-of-way, Easements and Permits

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

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

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

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

H. Street Improvements

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

I. Sidewalk Improvements

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

J. Street Signs, Traffic Signs, and Striping

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

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall

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

L. Water Improvements

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

M. Wastewater Improvements

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

N. Drainage Improvements

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

6. All drainage improvements not located on Town owned property shall be maintained by the Owner, BAREFOOT LLC (“HOA”), ST. VRAIN LAKES METROPOLITAN DISTRICT maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.
7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

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

P. Utility Coordination and Installation

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

Q. Underdrains

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

The Owner shall install a curb underdrain system pursuant to the Standards and

Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

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

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

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

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

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

unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

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

B. Maintenance of Improvements

1. Warranty

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

2. Maintenance of Improvements

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

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon

as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

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

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

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

B. Improvement Guarantee

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

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described

on “Exhibit B.” The total minimum amounts are as follows:

- a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on “Exhibit B.”
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on “Exhibit B.” The guarantees may be reduced on a phased basis as shown on “Exhibit D.”
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on “Exhibit D.”
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

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

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

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

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

5. **Building Permit Restrictions**

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

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

- i. The Owner has not transferred title to any portion of the Development.
- ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
- iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
- iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.

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

VII. OVERSIZING AND REIMBURSEMENT

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

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

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in

the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Firestone has made a good faith effort to recover such costs.

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

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

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

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

B. Operation of Construction Equipment

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

IX. SPECIAL PROVISIONS

A. Transportation

{Describe major on/off site transportation improvements}

B. Phasing Map (“Exhibit D”)

The 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; Tracts D, E, & F of Barefoot Lakes Filing 6, and Tracts A through E of Barefoot Lakes Filing 7C.

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct {landscaping and trails on Tracts A through E as shown on the accepted construction plans.

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

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

F. Maintenance of Vacant Lots

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

G. Fencing and Screening

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

H. Utilities

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

I. Barefoot Lakes Parkway and Gardner Parkway On-street Parking

All striped on-street parking along Barefoot Lakes Parkway and Gardener Parkway shall be the maintenance responsibility of the Obligated Entity. Such maintenance shall include, but is not limited to, pavement striping, signage, and snow removal.

J. Disclosure Statements

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

documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

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

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

C. Insurance and Safety

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

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit,

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

E. Recording Agreement

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

F. Binding Effect of Agreement

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

G. Assignment, Delegation and Notice

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

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:

Town of Firestone
Town Manager
9950 Park Ave.
Firestone, CO 80504

Marshall Keith Martin
Widner Juran LLP
13133 East Arapahoe Road, Ste 100
Centennial, CO 80112

Owner:

BAREFOOT LLC
6465 S. Greenwood Plaza Blvd.
Suite 700
Centennial, CO 80111

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

J. Force Majeure

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

K. Approvals

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

L. Previous Agreements

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

M. Title and Authority

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

N. Severability

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

O. Legal Fees; Venue

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

P. Agreement Status After Final Acceptance

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

Q. Enforceability

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: _____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
BAREFOOT LLC

By: _____
Peter Lauener

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____)
) ss.

COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – BAREFOOT LAKES FILING NO. 7C 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 NO. 7C BAREFOOT LAKES FILING NO. 7C Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

- 1.

Reimbursements due Firestone:

- 1.

Reimbursements due Others:

- 1.

Fee In Lieu due Firestone:

- 1.

EXHIBIT D

Phasing Plan

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

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

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

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

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

PROPERTY WITHIN DISTRICT

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

PROPERTY WITHOUT DISTRICT

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

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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. 7C}, 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. 7C} 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. 7C} 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. 7C}. There may be ongoing oil and gas operation and production of oil and gas within {BAREFOOT LAKES FILING NO. 7C}, 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. 7C}. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within {BAREFOOT LAKES FILING NO. 7C}, 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. 7C}. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within {BAREFOOT LAKES FILING NO. 7C} 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. 7C} 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. 7C} 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. 7C}.

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. 7C}, 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

DRAFT

UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2025, by and between BAREFOOT LLC, a Colorado limited liability company, whose address is 6465 S. Greenwood Plaza Blvd, Suite 700, Centennial, CO 80111 ("Grantor") and THE TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue, Firestone, Colorado, 80504 (the “Grantee”).

1. **Grantor’s Property.** Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, as legally described in **Exhibit A** (the “Property”).
2. **Consideration - Grant of Permanent Easement.** For and in consideration of the covenants and agreements set forth herein, the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive, permanent easement (the “Permanent Easement”) on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the “Permanent Easement Area”), subject to the terms, conditions and restrictions set forth below.
3. **Purpose and Uses of Permanent Easement.** Grantee may use the Permanent Easement: (a) to construct, install, operate, access, maintain, repair, replace, inspect and remove at any time and from time to time one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the “Improvements”) over, under, through and within the Permanent Easement Area; (b) to replace and remove at any time and from time to time the Improvements constructed hereunder either in the original location or at any alternate locations within the Permanent Easement Area, generally consistent with the intended purposes of the Permanent Easement and (c) to mark the location of the Permanent Easement Area and the Improvements by suitable markers set and maintained in the ground.
4. **Access.** Additionally, Grantor grants and conveys to Grantee a permanent easement (the “Access Easement”) for the purpose of ingress to and egress to and from the Permanent Easement Area upon, over, in and across the Property, as described more fully on **Exhibit B**, attached hereto and made a part of this Agreement (the “Access Easement Area”). Grantee shall only use the existing roads for ingress and egress
5. **Grantor’s Rights in Easement Area.** Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee’s full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement

Area, or otherwise change the ground level in the Permanent Easement Area. Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, raise or lower the ground elevation, or install or plant any trees or woody shrubs within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee's exercise of the rights granted herein. Grantor reserves all other rights, including the right to use the Permanent Easement Area for vehicular and pedestrian access, including low maintenance landscaping and soft surface and/or concrete trails, as well as the right to cross the Permanent Easement Area with other utilities or other easements; provided, however, that any such utility crossings, access or other easements do not interfere with, adversely impact or otherwise disturb the Improvements or impair the rights granted to Grantee under this Permanent Easement, and provided that any new underground utilities, facilities or other improvements are not installed or located within twenty-four inches above (vertically) and ten feet on either side of (horizontally) the centerline of the underground water pipeline (the "No-Install Zone"), or that construction or installation of any new underground utilities, facilities or other improvements do not require relocation of or future modifications to any existing Improvements. Grantee shall in no event be liable for any damages to any landscaping, trails, new underground or aboveground utilities, facilities or other improvements installed or located within the No-Install Zone or the Permanent Easement Area resulting from the Improvements or caused by the exercise of Grantee's rights hereunder.

6. Maintenance of the Permanent Easement Area.

(a) Upon completing any work in the Permanent Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the Permanent Easement Area to a condition comparable to its condition prior to Grantee's activities in the Permanent Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.

(b) Upon completion of construction work in the Permanent Easement Area, Grantor will maintain the surface of the Permanent Easement Area in compliance with any applicable weed, nuisance or other legal requirements.

7. Representations and Warranties of Grantor.

(A) Grantor represents to the Town, to Grantor's knowledge as of the date of the execution of this Permanent Easement, with respect to the Property that: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Grantor, Grantor's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property;

and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Grantor shall indemnify, defend and hold the Town harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Permanent Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

(B) Grantor hereby warrants and represents to the Town that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

8. Binding Effect - Runs With Land. This Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Easement are intended to be covenants upon the Easement Property and are to run with the land.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

10. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Permanent Easement Area, the Access Easement Area, and the Improvements.

11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.

12. Severability. If any part, term or provision of this Easement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

13. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

[Signatures and acknowledgments on following page]

DRAFT

GRANTOR:

**BAREFOOT LLC, a Colorado
limited liability company**

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ and _____, as _____ of _____, owner of the Subject Property.

(Notary Public Official Signature)

(Title of office)

(Commission Expiration)

Page 5 of 11

DRAFT

ACCEPTED BY GRANTEE:

TOWN OF FIRESTONE

By: _____
Don Conyac, Mayor

ATTEST:

By: _____
_____, Town Clerk

APPROVED AS TO FORM:

By: _____
Marshall Keith Martin, Town Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

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CONTAINING AN AREA OF 60,880 SQUARE FEET OR 1.398 ACRES, MORE OR LESS.

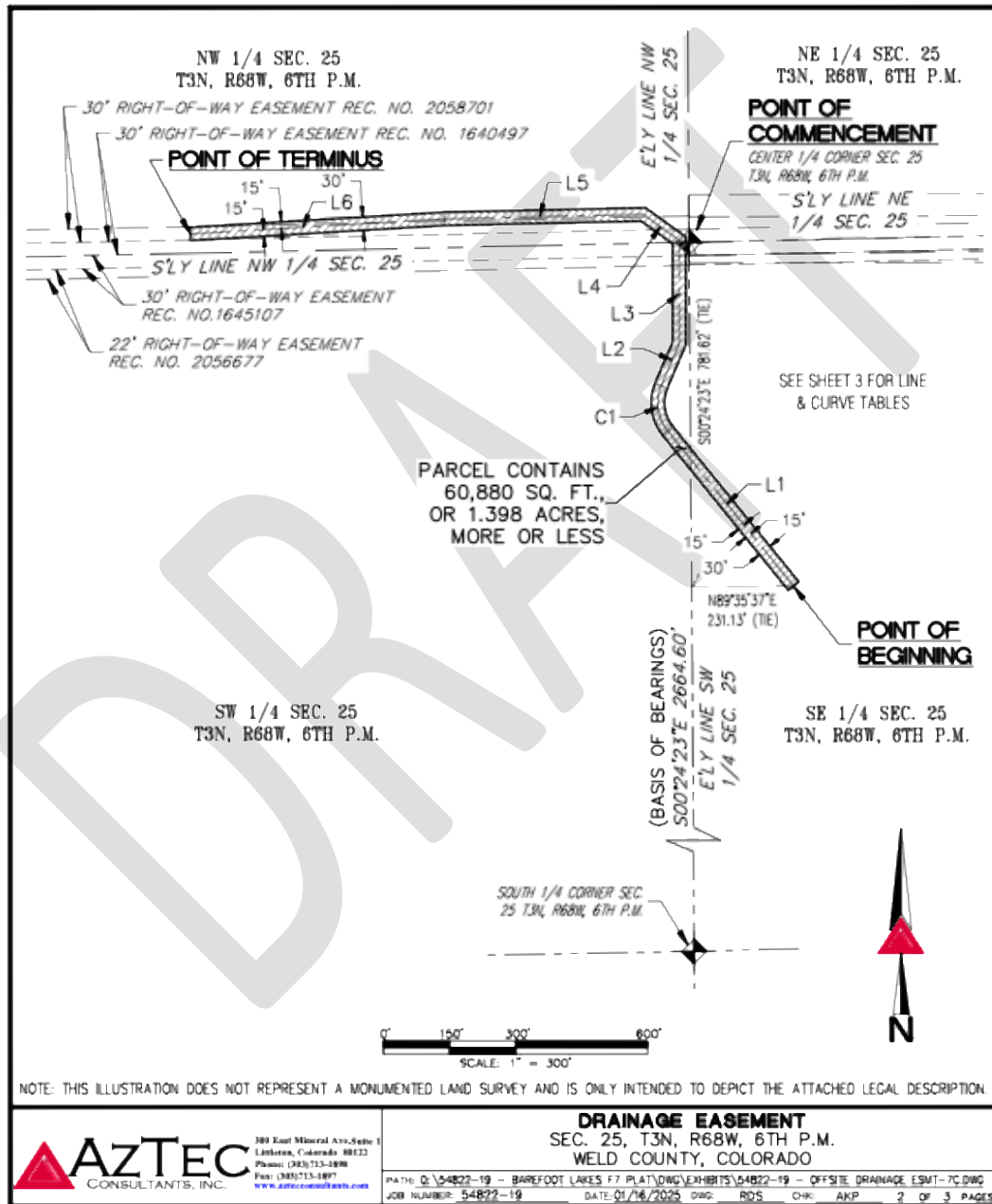
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ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT B

ILLUSTRATION TO EXHIBIT A



DRAFT

ILLUSTRATION TO EXHIBIT A

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DRAINAGE EASEMENT SEC. 25, T3N, R68W, 6TH P.M. WELD COUNTY, COLORADO

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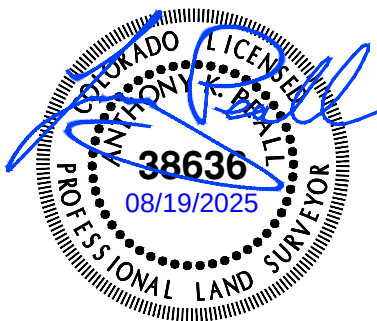
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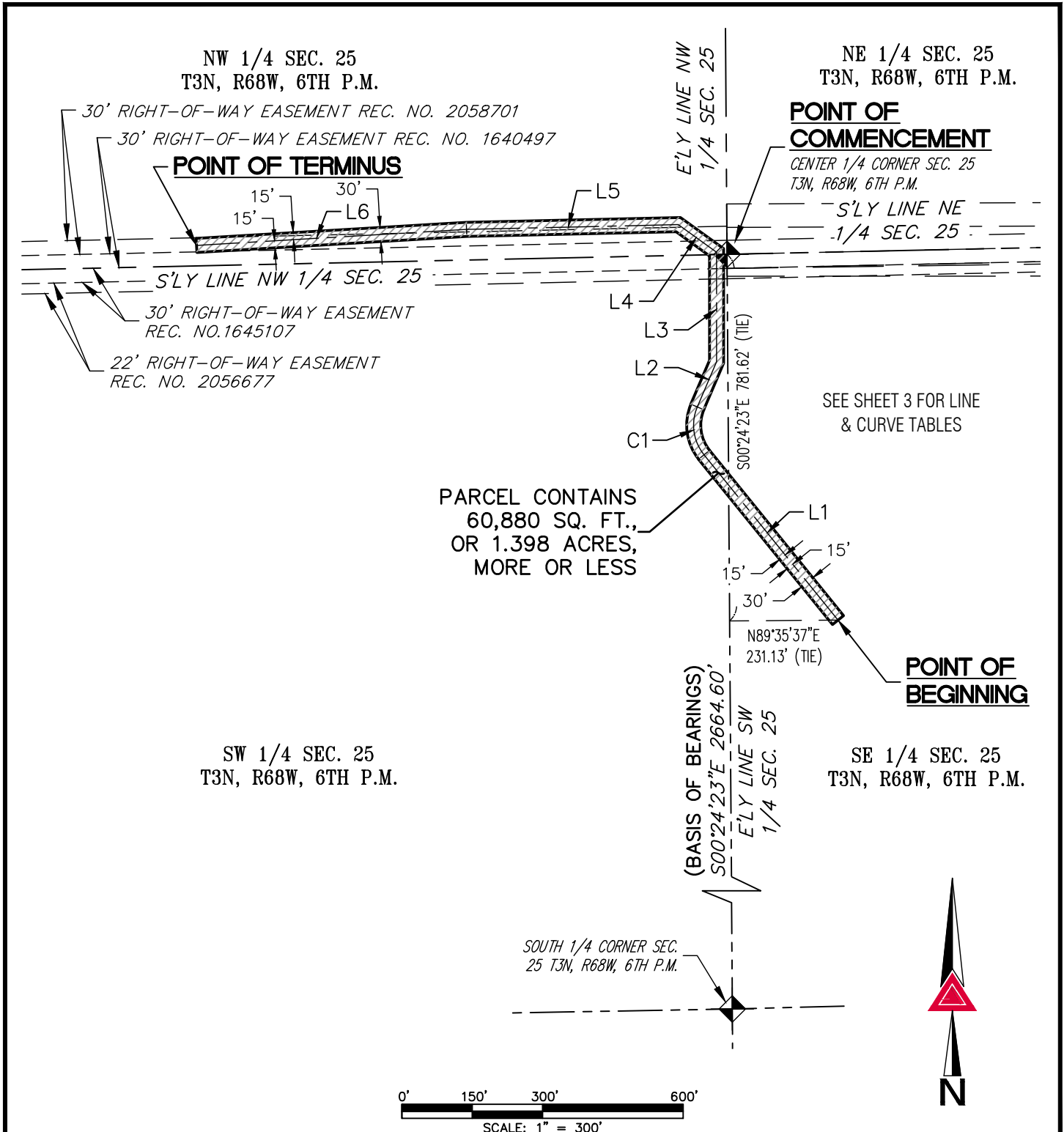
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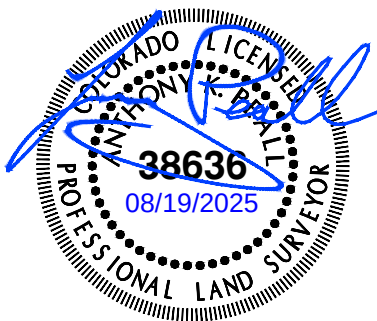
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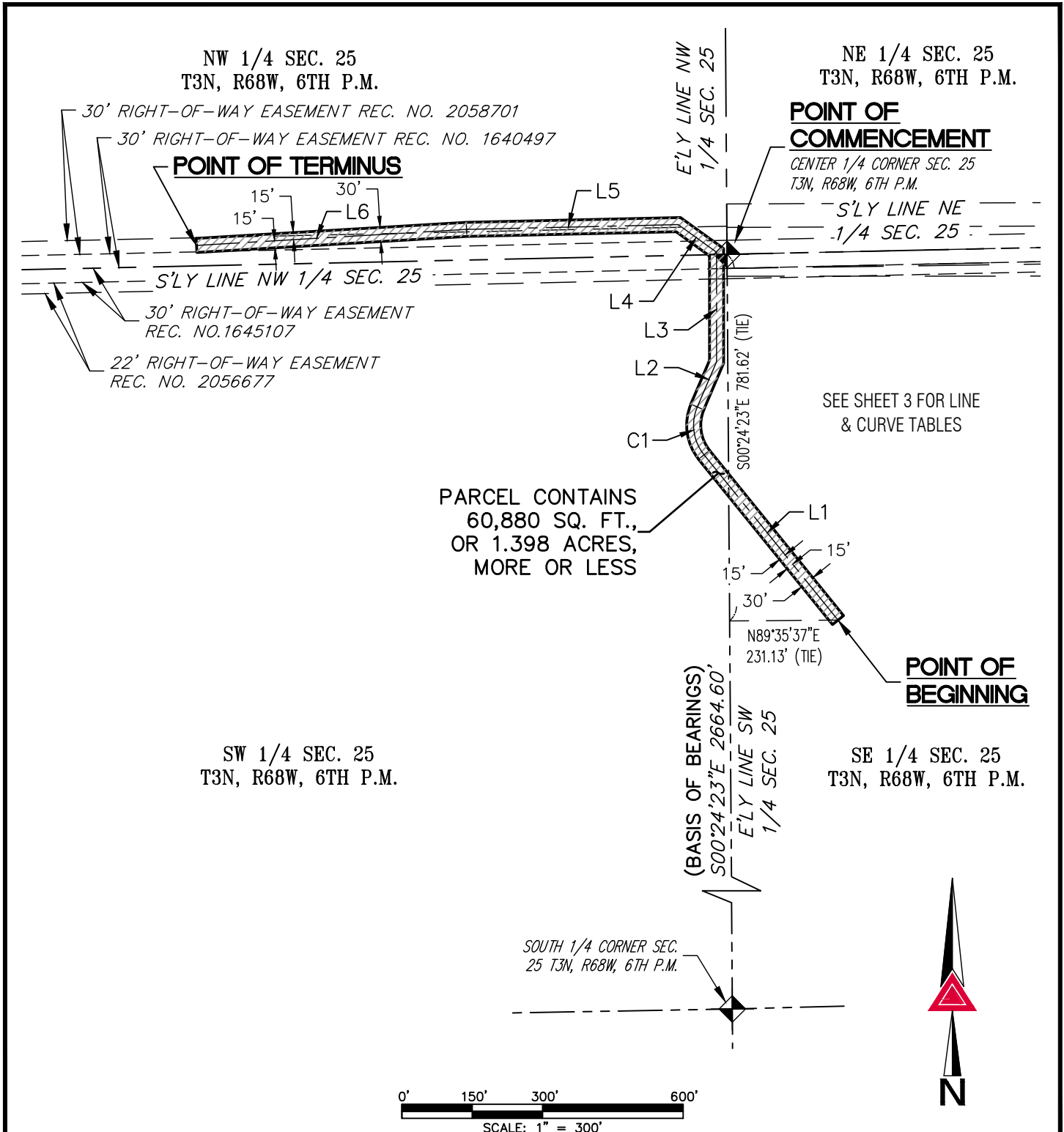
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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.j

Consent Agenda

Meeting Date: December 10, 2025

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 25-127: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2025 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2026 FISCAL YEAR

RECOMMENDATION

Staff recommends approval of Resolution 25-127

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.

SUMMARY

The Board of Trustees must certify the mill levies by December 15, 2025. This Resolution will certify the Town's general mill levy at 6.805 mills.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On December 18, 2024, the Board certified the Town's mill levy at 6.805 mills for the previous fiscal year. The Board adopted the annual budget for the 2026 fiscal year on November 12th, 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 2026 BUDGET RESOLUTION MILL LEVY

RESOLUTION NO. 25-127

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2025 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2026 FISCAL YEAR

WHEREAS, on November 12, 2025 the Board of Trustees of the Town of Firestone (“Town”) on adopted the Town of Firestone’s annual budget for the 2026 fiscal year in accordance with the Local Government Budget Law; and

WHEREAS, a general property tax mill levy is necessary to defray the general expenses of Town government for the 2026 fiscal year; and

WHEREAS, the 2025 valuation for assessment for the Town as certified by the Weld County Assessor is \$272,337,724; and

WHEREAS, the Town is exempt from the statutory property tax revenue limitation (5.5% limit) due to voter approval of Ballot Issue A at the April 2, 1996 regular municipal election; and

WHEREAS, the Town is exempt from the fiscal year spending limitation imposed by Article X, Section 20 to the Colorado Constitution, due to voter approval of Ballot Issue A at the April 2, 1996, regular municipal election; and

WHEREAS, the Board of Trustees must certify the mill levies for the 2026 fiscal year by December 15, 2025, and by this Resolution desires to so certify its general mill levy.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Firestone during the 2026 fiscal year, there is hereby levied a tax of 6.805 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2025.

Section 2. That the Town Director of Finance is hereby authorized and directed to immediately certify to the County Commissioners of Weld County, Colorado, the mill levy for the Town of Firestone as herein above determined and set.

INTRODUCED, READ AND ADOPTED this 10th day of December, 2025.

TOWN OF FIRESTONE, COLORADO

By:

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Presentation

Meeting Date: December 10, 2025

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Presentation of check to Santa Cops

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

Presentation of the Santa Cops check from Santa Cops Golf Tournament held on October 4th at Bella Rosa Golf Club. The check will be presented by Tim Schwartz.

FINANCIAL CONSIDERATIONS

See the attached for a detailed breakdown of donations.

HISTORY AND PREVIOUS BOARD ACTION

The previous year's check presentation was held on November 13, 2024, at the Board of Trustees Meeting.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 2025 Santa Cops Summary



2025 Santa Cops Golf Tournament Summary

Revenues (reflected in Lightspeed sales report)

- Platinum sponsor - \$1,330
- Silver sponsor - \$270.00
- Gold sponsor - \$665.00
- Individual fees - \$1,225.00
- Team fees - \$4,200.00
- Misc. fees (raffles, contests, etc) - \$1,830.00

Total revenue = **\$9,520.00**

Expenses

- Banners & sign - \$460.60
- Bella Rosa gift cards to winners - \$480.00
- Breakfast burritos from Santiagos - \$417.40
- Lunch - \$603.29
- Golf fees - \$20.00 * 64 golfers = \$1,280.00

Total expenses = **\$3,241.29**

Revenue minus expenses = \$9,520.00 - \$3,241.29 = **\$6,278.71**

Payout to each town:

- Firestone – \$2,092.90
- Dacono - \$2,092.90
- Frederick - \$2,092.90

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Land Development

Meeting Date: December 10, 2025

Initiated By: Rachel Clyne

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Ordinance 1072: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE GATEWAY NORTH FINAL DEVELOPMENT PLAN

RECOMMENDATION

Town staff recommends that the Board of Trustees approve draft Ordinance 1072, a ordinance approving the Gateway North Final Development Amendment #2 application with the following condition:

1. All remaining technical corrections to the Gateway North Final Development Amendment #2 application requested by Town staff shall be made to the Town staff's satisfaction.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

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

Denial: The Board moves to deny the Ordinance.

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

SUMMARY

This Del Camino Central PUDA (Planned Unit Development Amendment) carries over the standards of the Original PUD and includes new standards to accommodate the addition of two new multifamily residential structures. The standards to be included relate to maximum density, parking requirements, and the parking lot setback along the west property line.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The property was zoned PUD R-C as part of the First Amendment to the Del Camino Central Outline Development Plan approved by the Board of Trustees on September 14, 2016. The Final Development Plan for Phases 1 and 3 of the Gateway North Multi-Family Development was approved by the Board on October 11, 2017. The Final Development Plan for Phase 2 was approved by the Board on September 12, 2018. An administrative Final Development Plan was approved by the Director of Planning and Development on January 27, 2020. The purpose of the amendment was to add 45 additional parking spaces.

BOARD STRATEGIC PLAN IMPACT

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

N/A

ATTACHMENTS

1. Ordinance 1072
2. Gateway North FDP Amendment 2 BOT Staff Report
3. Gateway North Final Development Plan Amendment #2 Zoning
4. Resolution PC 25-12 Signed
5. 300' Buffer Report
6. Map Sent with Original Notice
7. Notice Map
8. Notice of Public Hearing.neighbors 11.12.25
9. Notice of Public Hearing.neighbors 11.25.25
10. Vicinity Map

ORDINANCE NO. 1072

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE GATEWAY NORTH FINAL DEVELOPMENT PLAN

WHEREAS, Journey Homes. (the “Applicant”), on behalf of Gateway North Holdings LLC, the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted an application to amend the existing Gateway North Multi-Family Final Development Plan and the Gateway North Multi-family Final Development Plan (Phase 2) (collectively, the “Original FDP”), as previously amended by the Gateway North Multi-family Final Development Plan Amendment #1 (the “1st FDP Amendment”); as it relates to the areas of the Original FDP platted as Lot 1 Block E, Del Camino Central, Filing No. 2 (the “Application”); and

WHEREAS, the specific amendments to the Original FDP, as more particularly stated in the Application, are intended to accommodate the development two (2) additional multi-family buildings Property and, to that extent, would only modify certain development standards within the Original FDP and the 1st FDP Amendment as it relates to the Property and the PUD R-C use; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed Application on December 4, 2025, rendered a decision recommending approval of the Application with two (2) conditions as more fully set forth in PC-25-12, dated December 4, 2025; and

WHEREAS, on December 10, 2025, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after reviewing the recommendation of the Planning and Zoning Commission, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the proposed Application is in substantial conformance with the technical requirements of the Firestone Development Code, and that the proposed development plan meets the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Code.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s recommendation in this case, as detailed in Resolution PC-25-12.

Section 2. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this ordinance.

Section 3. The Board of Trustees hereby approves the Gateway North Final Development Plan Amendment No. 2, attached hereto as Exhibit A and incorporated herein by this reference, which is subject to the following condition:

1. All remaining technical corrections to the Gateway North Final Development Plan Amendment No. 2 requested by Town staff shall be made to the Town staff’s satisfaction.

Section 4. As it relates to the Property, the Gateway North Final Development Plan Amendment No. 2 hereby establishes updated dimensional and development standards for the underlying PUD R-C zoning classification and, to that extent, modifies and amends the approved development

standards within underlying PUD R-C zoning classification, as contained in the Original FDP and the 1st FDP Amendment. Except as explicitly provided in this Amendment, the existing zoning, land-use, height, bulk, landscaping, architectural, or any other standards as it relates to the Property, as originally approved and contained in Original FDP and the 1st FDP Amendment, remain in place and shall remain in full force and effect. In the event of any conflict between the Original FDP, the 1st FDP Amendment, and the Gateway North Final Development Plan Amendment No. 2, the Gateway North Final Development Plan Amendment No. 2 shall prevail.

Section 5. The Board of Trustees directs that a certified copy of this Ordinance be filed with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance. available to the public.

Section 6. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this 10th day of December, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granado Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
GATEWAY NORTH FINAL DEVELOPMENT PLAN AMENDMENT NO. 2

[See following pages]



Staff Report

**Gateway North Apartments
Planned Unit Development Amendment
PUDA-24-004**

December 10, 2025

GENERAL INFORMATION

Purpose:

This staff report is for the Gateway North Apartments Planned Unit Development Amendment, which is a proposed amendment to the Gateway North Multi-Family Final Development Plan Amendment #1.

Applicant:

Avant Civil Group
1337 Riverside Ave, STE 2,
Fort Collins, CO 80524

Owners

Gateway North Holdings, LLC
7251 W 20th Street. Bldg L, Ste 200
Greeley, CO 80634-4626

Location:

The subject property is located at 11371 Arbor Street



Existing Zoning:

Residential C (R-C) [High-Density Residential]

Existing Use:

Multifamily Residential

Adjacent Zoning/Land Use:

	ZONING	LAND USE
NORTH	Weld County Agricultural Zone District	Ground Water Maintenance CWWD
SOUTH	Neighborhood Center (NC) and Employment Center (EC)	Business Park & Hotels
EAST	Neighborhood Center (NC) and Employment Center (EC)	Storage Facilities
WEST	Neighborhood Center (NC) and Employment Center (EC)	Undeveloped

Del Camino Central and Gateway North History

The property was zoned PUD R-C as part of the First Amendment to the Del Camino Central Outline Development Plan approved by the Board of Trustees on September 14, 2016. The Final Development Plan (FDP) for Phases 1 and 3 of the Gateway North Multi-Family Development was approved by the Board on October 11, 2017. The Board of Trustees approved the FDP for Phase 2 on September 12, 2018. The Director of Planning and Development approved an administrative FDP amendment on January 27, 2020. The purpose of the amendment was to add 45 additional parking spaces.

At the time of the previous FDP approvals, the FDP was a part of the zoning process and zoning standards were established via approval of the FDP. As this is no longer the process, this FDP amendment is being processed as a Planned Unit Development Amendment (PDUA). The purpose of this amendment is to allow the construction of two (2) additional multifamily residential buildings and ensure adequate parking spaces are available for new and existing tenants and guests.

There is no change to the property's zoning. This amendment is necessary to adjust the minimum parking requirements to accommodate additional dwelling units. The FDP Amendment (Zoning) indicates parking spaces that exceed the minimum standards, helping alleviate a previous parking shortage.

Gateway North PUD Amendment Analysis

This Gateway North PUDA carries over the standards of the Original and amended FDPs and includes new standards to accommodate the addition of two new multifamily residential structures. The standards to be included relate to maximum density, parking requirements, and the parking lot setback along the west property line.

2014 Firestone Development Regulations stated that parking requirements would be determined at the time of FDP approval, but recommended a minimum of 2.25 spaces per dwelling unit for the R-C district. These regulations were replaced in 2020 by the

Firestone Development Code, which requires One and one-half (1.5) spaces per efficiency, studio, or 1-bedroom dwelling unit (du); two (2) spaces per dwelling unit with two (2) or more bedrooms; PLUS one (1) guest space for every three (3) dwelling units.

	Ph. 1 & 3 FDP	Ph. 2 FDP	Initial Buildout	FDPA #1 Buildout	FDPA #2
Dwelling Units	246	156	405	405	447
Density	12.4	19.834	20.42	20.42	22.5
Parking Spaces	392	222	614	654	816
Parking Ratio	1.59	1.42	1.52	1.61	1.83

The attached FDP Amendment #2 Zoning includes a Land Use Summary and an Additional Parking Requirements table on Sheet 1.

APPROVAL CRITERIA AND STAFF ANALYSIS

Rezoning Approval Criteria and Staff Analysis:

This Planned Unit Development Amendment application (PUDA-24-004) was reviewed for compliance with the Approval Criteria from Section 16.7.4.E.3 of the FDC. Staff makes the following findings:

- A. The proposed zoning promotes the health, safety, or welfare of the inhabitants of the Town and the purposes of this FDC.**

Staff Response: The modifications proposed promote the health, safety, and welfare of the inhabitants of the Town and the purpose of the FDC.

- B. The proposed zoning is generally consistent with the Town's Comprehensive Master Plan, or the proposed zoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the Town's plan.**

Staff Response: The proposed modifications are generally consistent with the Town's Master Plan. The Master Plan Map indicates the land use designation for this property is residential. The PUDA is generally consistent with the land use designations as identified in the Town's Master Plan.

- C. Adequate facilities and services (including street and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development.**

Staff Response: Adequate facilities and services will be provided to serve the additional buildings on the subject property and to maintain adequate levels of service for the existing development. During development, all referral reviews will be conducted to ensure compliance.

- D. The proposed zoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.**

Staff Response: The proposed modifications are not likely to result in significant adverse impacts on the natural environment.

- E. The proposed zoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property.**

Staff Response: The proposed modifications are unlikely to result in significant adverse impacts on other properties in the vicinity of this property, as they will allow for development consistent with existing multifamily residential use on the subject property.

- F. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property.**

Staff Response: The proposed uses will be compatible in scale with uses on other properties of the same land use designation.

- G. The proposed zoning is generally consistent with the Town's economic development goals and objectives in bringing positive growth and sustainable revenues to the Town.**

Staff Response: The proposed modifications are generally consistent with the Town's economic development goals and objectives, promoting positive growth through increased residential development.

PUD District Approval Criteria and Staff Analysis:

This Planned Unit Development Amendment application (PUDA-24-004) was reviewed for compliance with the Approval Criteria from Section 16.7.5.B.4 of the FDC. Staff makes the following findings:

- A. The PUD district zoning is generally consistent with the purpose of the PUD zone district as set forth in FDC Subsection 2.4.E.**

Staff Response: The PUD is generally consistent with the purpose of the PUD zone district as outlined in FDC subsection 2.4.E.

- B. The PUD district and the PUD district plan comply with all applicable standards and criteria stated in Section 7.5.**

Staff Response: The PUD complies with all applicable standards and criteria from Section 7.5.

- C. The development proposed on the subject property is not feasible under any other zone districts, and would require an unreasonable number of variances or waivers and conditions.**

Staff Response: The proposed development on the subject property must adhere to the current parking requirements of the Firestone Development Code (FDC). Without this amendment, the increase in dwelling units would exacerbate the parking shortage.

- D. The PUD district and the PUD district plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.**

Staff Response: The proposed PUD district plan establishes permitted uses that are compatible with the existing land uses adjacent to the subject property.

- E. The proposed zoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property.**

Staff Response: The proposed modifications are unlikely to result in significant adverse impacts on other properties in the vicinity of this property, as they will allow for development consistent with similar multifamily residential development in the area.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	November 19, 2025
Signs Posted on the Property:	November 13, 2025
Letters to Adjacent Property Owners:	November 12, 2025*

*Note: Due to missing information in the notification letter sent to property owners, an updated letter with complete information was mailed on November 25, 2025, to the property owners for notification of the Board of Trustees public hearing on December 10, 2025. The requirement for notification 15 days before the BOT meeting has been met.

PLANNING AND ZONING COMMISSION

After conducting a Public Hearing on the proposed Planned Unit Development Amendment (PUDA) on December 4, 2025, the Planning and Zoning Commission rendered a decision recommending approval of the PUDA as more fully set forth in PC-25-12.

RECOMMENDATIONS

Town staff recommends that the Firestone Board of Trustees approve Ordinance No. 1072, approving the Gateway North Final Development Plan Amendment No. 2 application with the following condition:

- All remaining technical corrections to the Gateway North Final Development Plan Amendment No. 2 requested by Town staff shall be made to the Town staff's satisfaction.

FINAL DEVELOPMENT PLAN AMENDMENT #2 (ZONING) FOR

GATEWAY NORTH

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

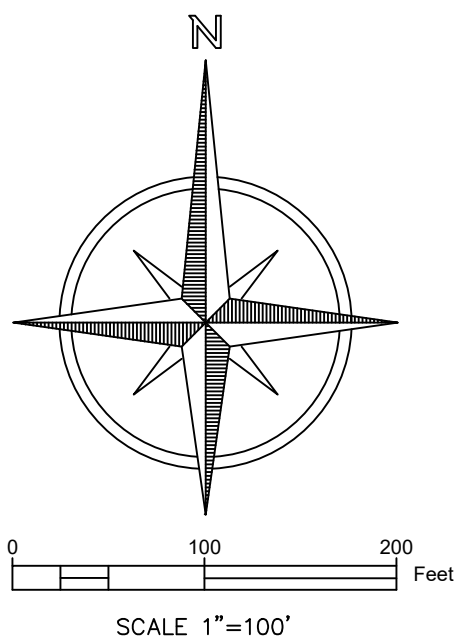
BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the most Northerly West line of Lot 1, Block 1, Del Camino Central Filing No. 2, monumented as shown on this drawing, as bearing North 00°20'10" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 413.84 feet and with all other bearings contained herein relative thereto.

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

NOTE

This Zoning Map is not an Improvement Survey Plat, nor is it a Land Survey Plat. It is intended to show the zoning areas described in the legal description.

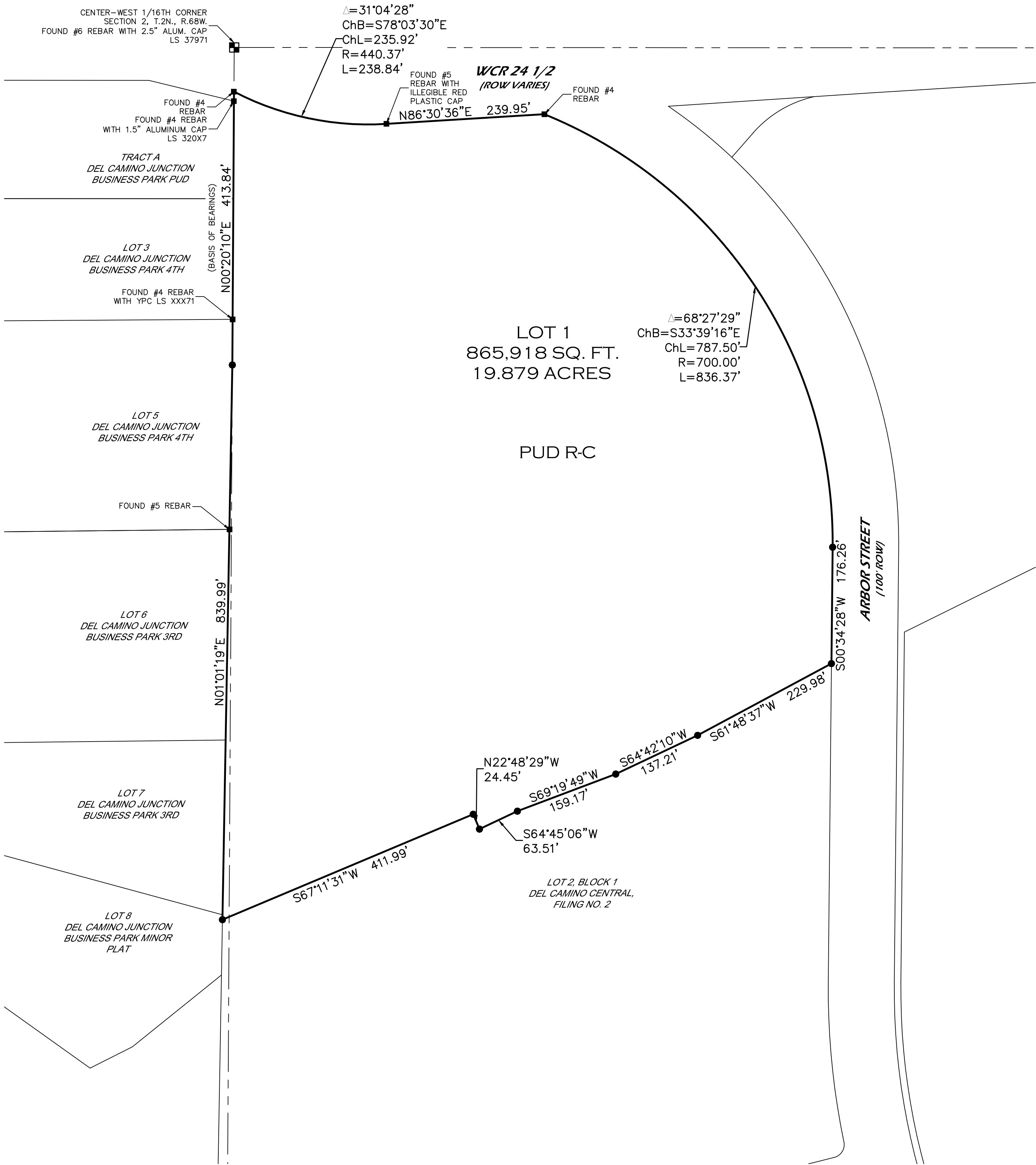


LEGEND

	BOUNDARY LINE
	SECTION LINE
	ALIQUOT CORNER AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	CALCULATED POSITION
	FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348 ALSO FOUND #5 REBAR WITH RED PLASTIC CAP LS 32430 0.5' EAST OF PARCEL CORNER -NOT ACCEPTED-

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)



DRAFT

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



PROJECT NO: 2023420	PROJECT NAME: DEL CAMINO	REVISIONS:	DATE:
DATE: 12-2-2025	CLIENT: JOURNEY HOMES		
DRAWN BY: SIP	FILE NAME: 2023420ZONE		
CHECKED BY: SIP	SCALE: 1" = 100'		

2

SHEET 2 OF 2

**FIRESTONE PLANNING AND ZONING COMMISSION
RESOLUTION NO. PC 25-12**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN
OF FIRESTONE, COLORADO, RECOMMENDING APPROVAL OF AN APPLICATION
TO AMEND THE GATEWAY NORTH FINAL DEVELOPMENT PLAN**

WHEREAS, Journey Homes, (the “Applicant”), on behalf of Gateway North Holdings LLC, the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted an application to amend the existing Gateway North Multi-family Final Development Plan and the Gateway North Multi-family Final Development Plan (Phase 2) (collectively, the “Original FDP”), as previously amended by the Gateway North Multi-family Final Development Plan Amendment #1; as it relates to the areas of the Original FDP platted as Lot 1 Block E, Del Camino Central, Filing No. 2; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds and determines that the Application is complete, and that the Applicant has met the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Code; and

WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING
COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:**

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed FDP Amendment, attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- a. All remaining technical corrections to the Gateway North Final Development Amendment #2 application requested by Town staff shall be made to the Town staff’s satisfaction.
- b. Comments by the Town Attorney sent to the applicant on August 14, 2025, via email, be addressed prior to Board of Trustees approval.

PASSED AND ADOPTED this 4th day of December, 2025.

ATTEST:

Missy Carranco
Missy Carranco, Deputy Town Clerk



EXHIBIT A
GATEWAY NORTH FINAL DEVELOPMENT PLAN AMENDMENT #2

[See following pages]

FINAL DEVELOPMENT PLAN AMENDMENT #2 (ZONING) FOR

GATEWAY NORTH

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
LOCATED IN THE SOUTH 1/2 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 68 WEST OF 6TH P.M.

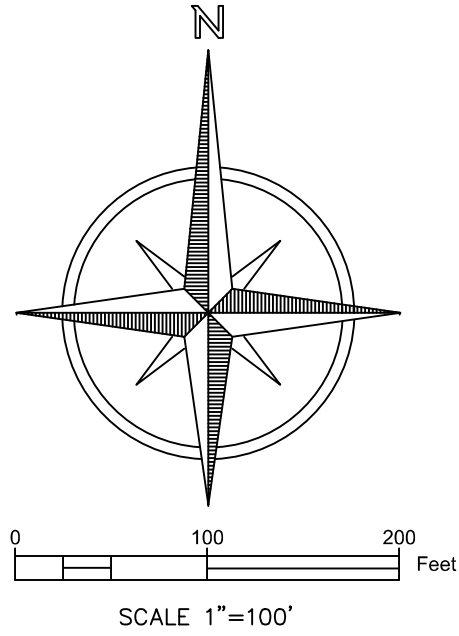
NOTE:

THIS ZONING MAP IS NOT AN IMPROVEMENT SURVEY PLAT, NOR IS IT
A LAND SURVEY PLAT. IT IS INTENDED TO SHOW THE ZONING AREAS
DESCRIBED IN THE LEGAL DESCRIPTION.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the most Northerly West line of Lot 1, Block 1, Del Camino Central Filing No. 2, monumented as shown on this drawing, as bearing North 00°20'10" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 413.84 feet and with all other bearings contained herein relative thereto.

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



EXISTING ZONING/LAND USE:
RESIDENTIAL-C

NO CHANGE PROPOSED
WITH AMENDMENT #2

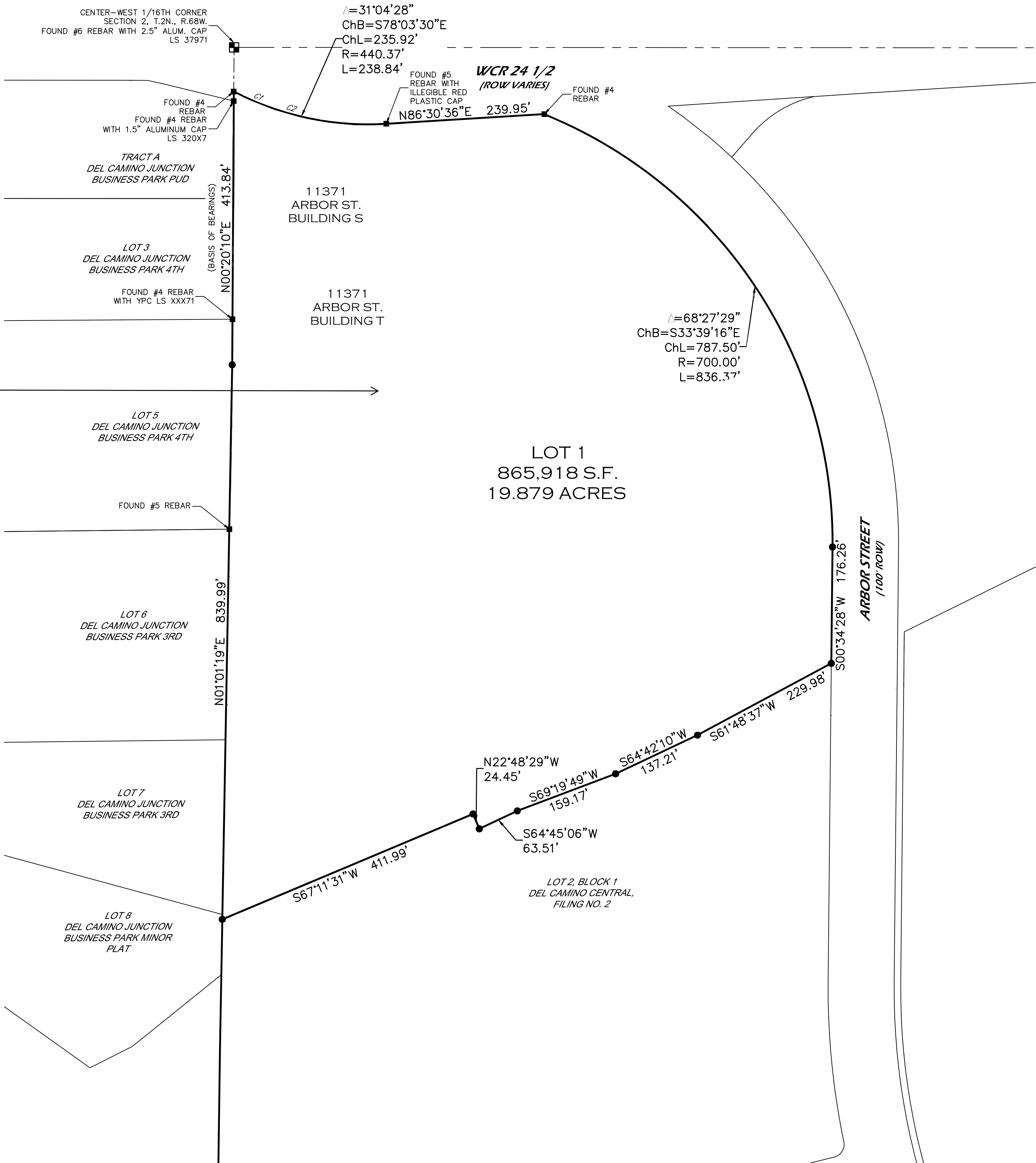
LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- SECTION LINE
- ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348 ALSO FOUND #5 REBAR WITH RED PLASTIC CAP LS 32430 0.5' EAST OF PARCEL CORNER -NOT ACCEPTED-

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°06'13"W	22.36'
L2	N00°34'52"E	65.00'
L3	N89°24'27"W	71.50'
L4	N00°20'11"E	73.35'
L5	N86°40'42"E	54.98'
L6	N02°06'13"W	27.29'
L7	N59°04'02"E	39.92'
L8	N00°35'33"E	157.63'
L9	N45°35'34"E	23.74'
L10	N89°24'27"W	148.82'
L11	S45°35'18"W	19.99'
L12	S00°35'33"W	66.90'
L13	N89°24'27"W	30.00'
L14	N00°35'33"E	61.04'
L15	N89°24'27"W	33.32'
L16	N00°35'33"E	30.00'
L17	N89°24'27"W	45.03'
L18	S45°35'18"W	28.28'
L19	N89°24'27"W	127.61'
L20	S45°35'34"W	28.89'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S00°35'33"W	20.23'
L22	S89°39'50"E	24.93'
L23	S00°20'10"W	30.00'
L24	N89°39'50"W	25.07'
L25	S00°35'33"W	60.55'
L26	S89°24'27"E	213.06'
L27	S00°35'33"W	5.01'
L28	S89°25'41"E	49.04'
L29	N45°34'19"E	28.28'
L30	S00°35'33"W	4.97'
L31	S89°24'27"E	157.24'
L32	N44°24'26"W	23.74'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	76.46'	440.37'	9°56'51"	76.36'	S67°29'41"E
C2	31.48'	440.37'	4°05'44"	31.47'	S74°30'59"E
C3	15.91'	20.00'	45°35'07"	15.50'	S28°11'29"E
C4	29.45'	20.00'	84°22'48"	26.86'	N48°24'10"E
C5	21.80'	20.00'	62°26'51"	20.74'	S58°11'01"E
C6	21.80'	20.00'	62°26'30"	20.73'	N55°27'27"E



PROJECT NO: 2023420	PROJECT NAME: DEL CAMINO	REVISIONS:	DATE:
DATE: 03-25-2025	CLIENT: JOURNEY HOMES	ADD TABLE	5-27-25
DRAWN BY: SIP/GQ	FILE NAME: 2023420ADDR-PLAT		
CHECKED BY: SIP	SCALE: 1" = 100'		

WELD COUNTY COLORADO LAND RECORDS

REPORT OF INTERESTED LAND OWNERS

SURFACE ESTATE

11/10/2025
1:48:09 PM

THE UNDERSIGNED, States that to the best of his or her knowledge the attached list is a true and accurate list of the names, addresses, and the corresponding Parcel Identification Number assigned by the Weld County Assessor of the owners of the property (the surface estate) within 300 feet of the properties being considered. This list was compiled utilizing the records of the Weld County Assessor available on the Weld County Internet Mapping site, <https://maps.weld.gov/propertyportal/>, and has not been modified from the original. The list compiled for the records of the Weld County Assessor was assembled within thirty days of the applications submission date.

Signature

Date

Property Owners Within 300 feet of Selected Parcels

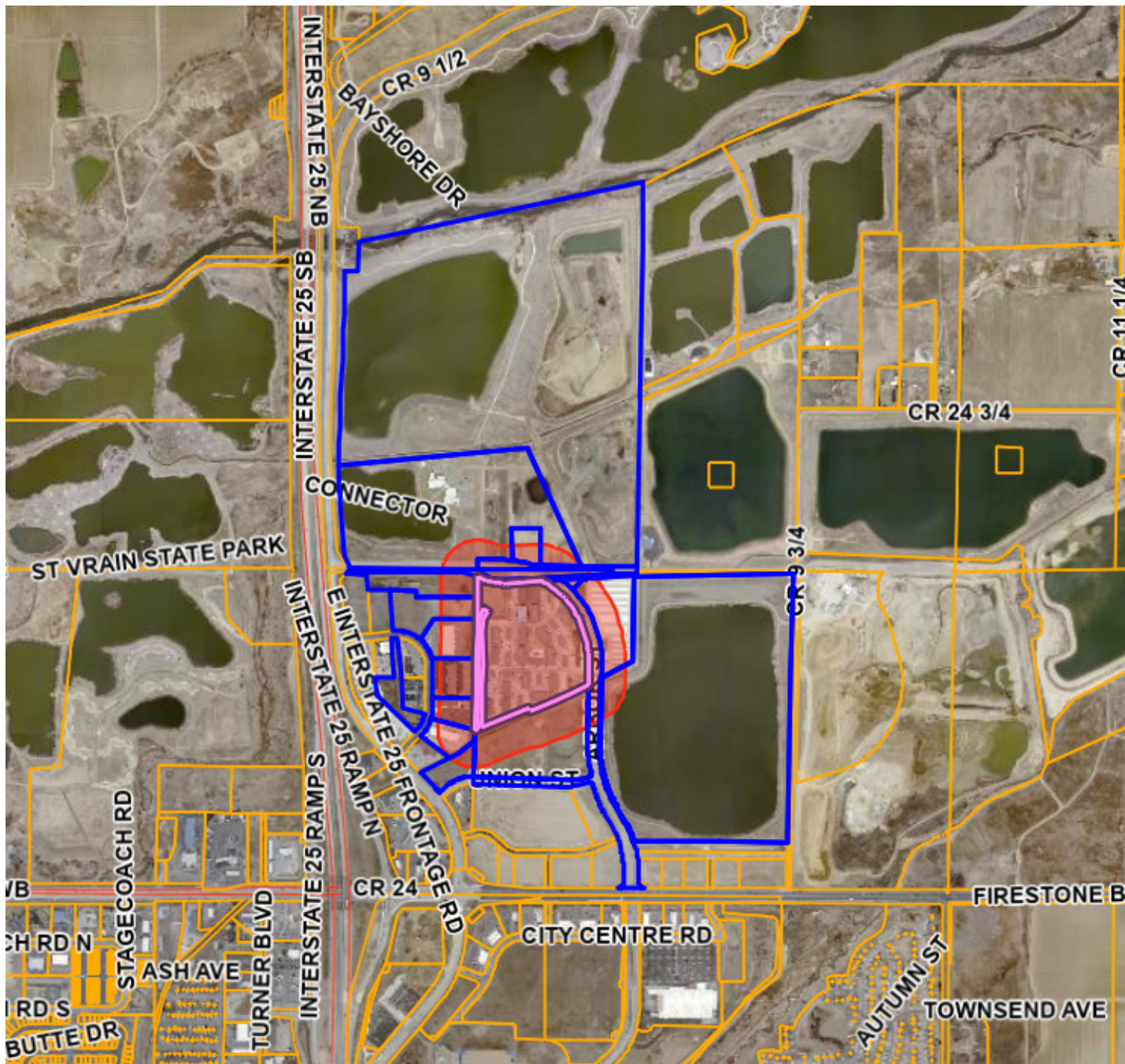
Account	Parcel	Owner	Mailing Address
R6776795	131302000999	FIRESTONE TOWN OF	9950 PARK AVE FIRESTONE, CO 805047820
R8404900	131302001010	TSG DEL CAMINO LLC	2127 INNERBELT BUSINESS CENTER DR STE 200 SAINT LOUIS, MO 631145700
R0904101	131302001014	FIRESTONE EXPRESS LLC	468 TACKER CT CASTLE ROCK, CO 801042913
R8955577	131302200082	FIRESTONE TOWN OF	9950 PARK AVE FIRESTONE, CO 805047820
R8955578	131302200083	WELD COUNTY	1150 O ST GREELEY, CO 806319596
R8955579	131302200084	WELD COUNTY	1150 O ST GREELEY, CO 806319596
R8955580	131302200085	GROUND WATER MANAGEMENT SUBDISTRICT OF THE CCWCD	3209 W 28TH ST GREELEY, CO 806347554
R1821702	131302300072	FIRESTONE TOWN OF	9950 PARK AVE FIRESTONE, CO 805047820
R4697107	131302309002	TIGER FIRESTONE LLC	C/O ESA MANAGEMENT LLC #8009 PO BOX 49550 CHARLOTTE, NC 282779550
R4697207	131302309003	FIRESTONE HOSPITALITY LLC	11292 BUSINESS PARK CIR FIRESTONE, CO 805049540

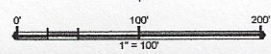
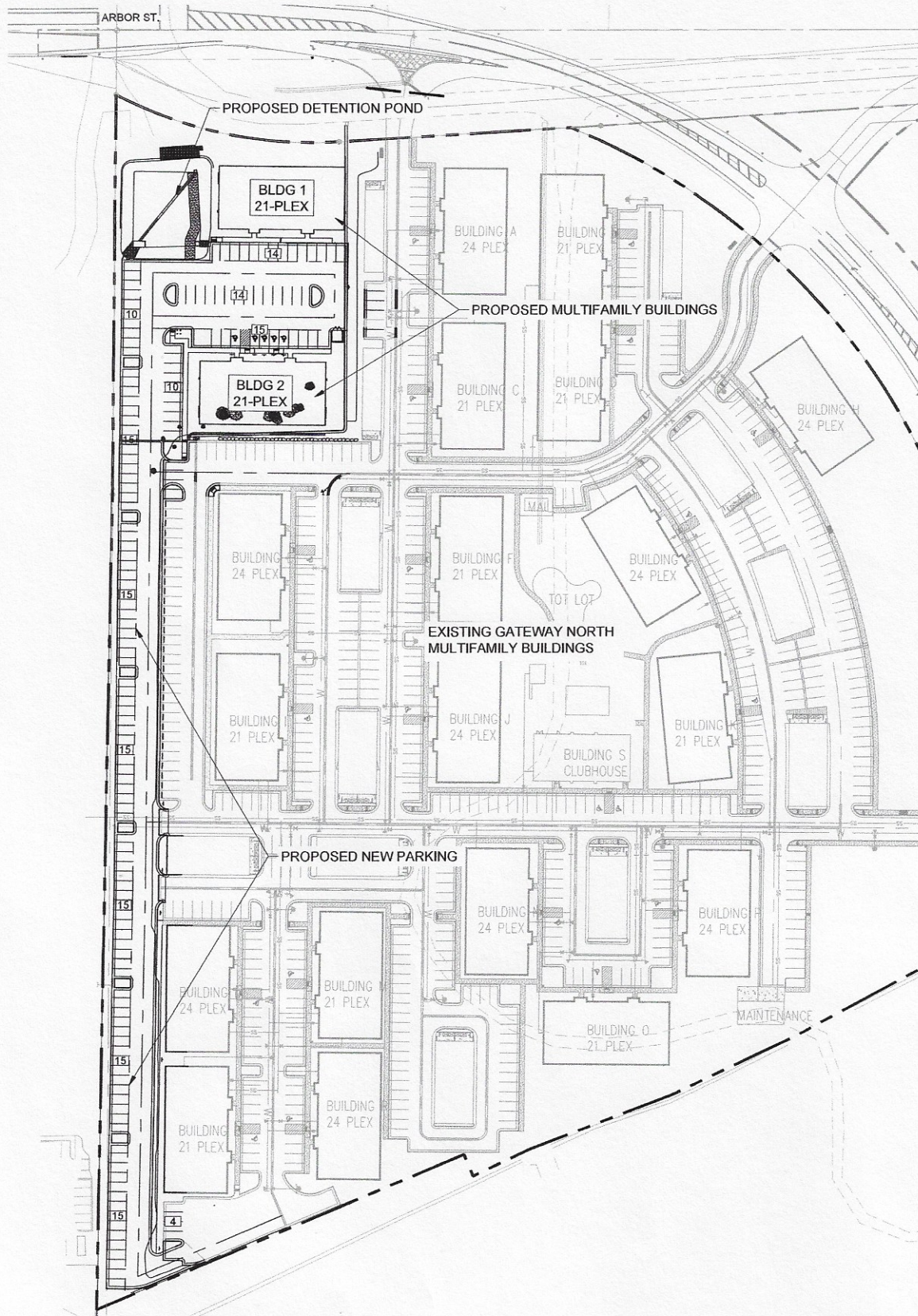
Property Owners Within 300 feet of Selected Parcels

R4846707	131302310003	ALEASKA HOLDING CO LLC	2012 BAYOU LAPORTE DR BILOXI, MS 395312400
R4846807	131302310005	DCJ PROPERTIES LLC	917 S MAIN ST STE 100 LONGMONT, CO 805016400
R8950664	131302313001	GATEWAY NORTH HOLDINGS LLC	7251 W 20TH STREET BLDG L STE 200 GREELEY, CO 806344626
R8950665	131302313002	SAND LAND INC	12618 COUNTY ROAD 13 LONGMONT, CO 805049559
R8950665	131302313002	SAND LAND PROPERTIES LLC	
R8950669	131302313003	FIRESTONE TOWN OF	9950 PARK AVE FIRESTONE, CO 805047820
R8950672	131302313004	FIRESTONE TOWN OF	9950 PARK AVE FIRESTONE, CO 805047820
R8950673	131302313005	GATEWAY NORTH HOLDINGS II LLC	7251 W 20TH ST UNIT L200 GREELEY, CO 806344626
R8950667	131302315001	GATEWAY NORTH SELF STORAGE LLC	7251 W 20TH ST STE 200 GREELEY, CO 806344625
R8950670	131302315002	FIRESTONE TOWN OF	9950 PARK AVE FIRESTONE, CO 805047820
R8950671	131302316002	SAND LAND INC	12618 COUNTY ROAD 13 LONGMONT, CO 805049559
R8950671	131302316002	SAND LAND PROPERTIES LLC	
R6780755	131302411078	VARRA COMPANIES INC	12618 COUNTY ROAD 13 LONGMONT, CO 805049559
R6780755	131302411078	VARRA PETER	

Parcels: 21

Owner Records: 24





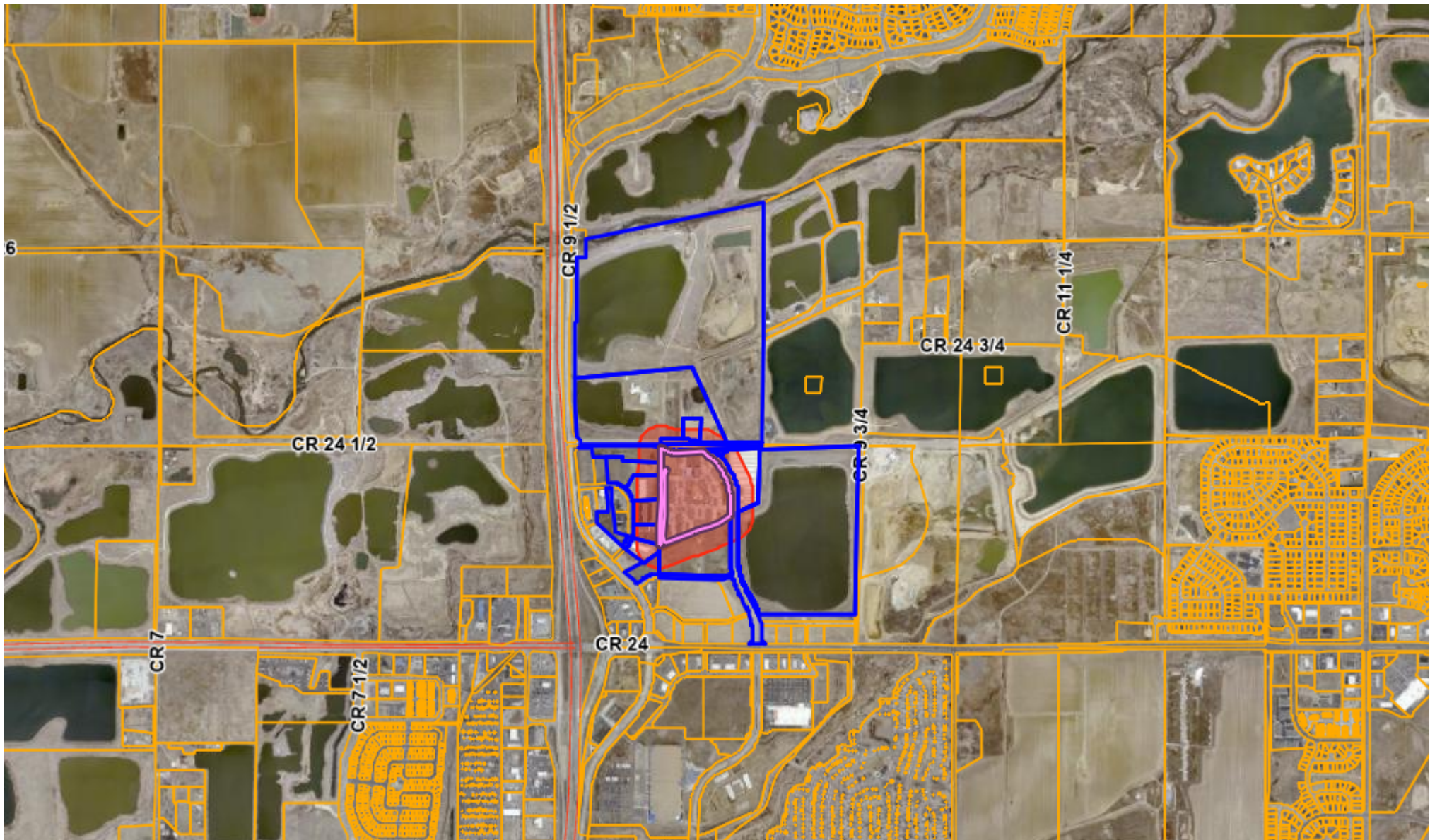
Gateway North Multifamily Amendment #2

Site Plan

Firestone, CO

November 10, 2025

Gateway North Notice



Scale: 1:21207

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



Notes: 300' buffer

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.

Gateway North Holdings, LLC

7251 W 20th St, L-200
Greeley, CO 80634
(970) 352-7072

November 12, 2025

Notice of Planning Commission and Board of Trustees Meeting

Via Certified Return Receipt

Pursuant to the applicable ordinances of Town of Firestone and Weld County and the applicable statutes of the State of Colorado, notice is hereby given to you, as a surrounding property owner (as such is defined in CRS§24-65.5-102) under the:

Township 2 North, Range 68 West, 6th P.M., Weld County, CO

Section 2: A parcel of land located in the S ½, more particularly described on Exhibit A

Notice of public meeting: Town of Firestone Planning Commission will consider the approval of the Final Development Plan of Phase 4 of said property. The meeting of the Town of Firestone Planning Commission will be held on December 4th, 2025 at 6:00 pm at Firestone Town Hall, 9950 Park Avenue., Firestone, CO 80504.

Notice of public meeting: Town of Firestone Board of Trustees will consider the approval of the Final Development Plan of Phase 4 of said property. Such meeting will be held December 10th, 2025 at the Firestone Town Hall, 9950 Park Avenue, Firestone, CO 80504

Gateway North Holdings, LLC is the applicant. Please address any questions to the undersigned at Morgan Kidder, (970)352-7072, 7251 W 20th Street, Bldg L – Ste 200, Greeley, CO, 80634.

Very truly yours,

Gateway North Holdings, LLC

cc: Town of Firestone Planning Commission
Town of Firestone Board Of Trustees
Pam Howard

Gateway North Holdings, LLC

7251 W 20th St, L-200
Greeley, CO 80634
(970) 352-7072

November 25, 2025

Notice of Planning Commission and Board of Trustees Meeting

Via Certified Return Receipt

Pursuant to the applicable ordinances of Town of Firestone and Weld County and the applicable statutes of the State of Colorado, notice is hereby given to you, as a surrounding property owner (as such is defined in CRS§24-65.5-102).

Township 2 North, Range 68 West, 6th P.M., Weld County, CO
Section 2: A parcel of land located in the S ½,

Gateway North Apartments
11371 Arbor Street

Notice of public **hearing**: Town of Firestone Planning Commission will consider the approval of the PUD Amendment of said property. The meeting of the Town of Firestone Planning Commission will be held on December 4th, 2025 at 6:00 pm at Firestone Town Hall, 9950 Park Avenue., Firestone, CO 80504.

Notice of public **hearing**: Town of Firestone Board of Trustees will consider the approval of the PUD Amendment of said property. Such meeting will be held December 10th, 2025 at the Firestone Town Hall, 9950 Park Avenue, Firestone, CO 80504.

The Applicant is proposing to increase the density of the proposed property from 20.4 DU/AC to 22.4 DU/AC with the addition of 2 additional buildings.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration. Copies of the application are on file and available for public inspection in the office of the Town Clerk, 9950 Park Avenue, Firestone, CO 80504.

Gateway North Holdings, LLC is the applicant. Please address any questions to the undersigned at Morgan Kidder, (970)352-7072, 7251 W 20th Street, Bldg L – Ste 200, Greeley, CO, 80634.

Very truly yours,

Gateway North Holdings, LLC

cc: Town of Firestone Planning Commission
Town of Firestone Board Of Trustees
Pam Howard

Gateway North

Write a description for your map.

Legend

 Gateway North

 Gateway North



AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.a

Discussion/Action

Meeting Date: December 10, 2025

Initiated By: Ivy Pitts

Department: Administration

AGENDA ITEM

Resolution 25-119: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING THE BOARD OF TRUSTEES RULES OF PROCEDURE

RECOMMENDATION

Staff recommends approval

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

The proposed resolution will remove the requirements set forth in the Rules of Procedure for the Board of Trustees to hold regular meetings on the second and fourth Wednesdays of each month and work sessions on the third Wednesday of each month. This will allow flexibility for the Board to adjust the meeting schedule as needed.

Starting in January 2026, the new meeting schedule will be as follows:

- Work Sessions **2nd Wednesday** of each month
- Regular Meetings **3rd Wednesday** of each month
- **4th Wednesday** will remain unscheduled, but may be used for special meetings as needed

The Board discussed the proposed schedule adjustments at the September 17th Work Session and provided staff with direction to move forward with these changes.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Board direction provided at the September 17th Work Session to staff was to transition to the new meeting schedule beginning January 2026.

The Board adopted the current Rules of Procedure by Resolution 23-82 at the August 9, 2023, Regular Meeting of the Board of Trustees. The Board has since approved amended Rules of Procedure via Resolutions 24-77 and 25-94.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 25-119 BOT Amend Rules of Procedure Resolution
2. BOT_Rules of Procedure_2025 Redlines

RESOLUTION NO. 25-119

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

WHEREAS, the Board of Trustees desires to amend its Rules of Procedure to provide flexibility for when and how often it conducts its Regular Meetings and Work Sessions.

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

Sections 2.1 and 2.3 of the Board of Trustees' Rules of Procedure are amended as set forth in Exhibit A, which is attached and made a part of this resolution. Such amendments shall take effect upon adoption of this resolution.

PASSED AND ADOPTED this ___ day of _____, 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

EXHIBIT A
AMENDED RULES OF PROCEDURE



BOARD OF TRUSTEES RULES OF PROCEDURE

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1. AUTHORITY AND PURPOSE:

- 1.1. These Rules of Procedure are intended to supplement those set forth in Article 4 of Chapter 31 of the Colorado Revised Statutes ("C.R.S."). They are to govern the actions of the Board of Trustees in the conduct of its meetings and serve as reference for resolution of procedural matters.

2. MEETINGS OF THE BOARD OF TRUSTEES:

- 2.1. **Regular meeting:** The Board of Trustees ("collectively "Board" or "Trustees" or individually "Trustee") shall ~~generally meet in hold regular session on the second and fourth Wednesdays of each month~~ meetings on a designated Wednesday from time to time, as necessary. All regular meetings shall be held at the Police and Municipal Court Building, located at 99500 Park Avenue, Firestone CO 80504, unless otherwise determined by the Board.
- 2.2. **Pre-Meeting:** Prior to the convening of a regular meeting, the Board may meet to review the regular meeting's agenda at a pre-meeting, which will be held at the Police and Municipal Court Building, located at 99500 Park Avenue, Firestone CO 80504, in the Richard E. Hart Training Room.
- 2.3. **Work Session:** The Board shall generally meet in work session ~~on the third Wednesday of each month~~ on a designated Wednesday from time to time, as necessary. All work sessions shall be held at the Police and Municipal Court Building, located at 99500 Park Avenue, Firestone CO 80504, unless otherwise determined by the Board. The Board may use work sessions to discuss, review and establish upcoming agenda topics for regular meetings or work sessions. Work sessions are for the Board's internal discussion of matters, the public may attend these sessions but public comment shall not be received during work sessions, and no final action shall be taken during a work session.
- 2.4. **Special meetings:** Special meetings, which may be either a regular meeting or work session, are those held on any other date other than the date of the regular meetings or work sessions. Special Meetings may be called by the Mayor, at the request of three (3) Trustees as conveyed to the Mayor, by the Town Manager after notice to the Mayor, or by a motion at a regular meeting approved by a majority of the Board present. Notice of the Special Meeting shall be conveyed by telephone or electronically to the Board by the Town Clerk.

3. ELECTRONIC PARTICIPATION MEETINGS:

- 3.1. **Purpose:** The purpose of this policy is to specify the circumstances under which Trustees may participate in regular work sessions or special meetings by telephone or other electronic means of participation, such as video-conferencing ("Electronic Participation"). Electronic Participation has inherent limitations because Electronic Participation effectively precludes a Trustee from contemporaneously observing documentary information presented during meetings, from fully evaluating a speaker's non-verbal language in assessing veracity or credibility, and from observing nonverbal explanations (pointing at graphs and charts) during a speaker's presentation or testimony. The Board finds that these limitations in Electronic Participation may produce

inefficiencies in meetings and may undermine the decision-making process and thus desires to permit Electronic Participation only under emergency situations.

3.2. Policy: A Trustee may participate by Electronic Participation in a Board meeting only in accordance with this policy.

3.3. Emergency Situations: In the event a quorum is unable to meet in-person at the day, hour, and place fixed by the rules and procedures of the Board because it is not practical or prudent due to an emergency resulting from, for example, an accident, illness, weather condition or other natural disaster, epidemic or pandemic; meetings necessary to conduct Town business may be conducted by Electronic Participation only if all of the following conditions are met:

- i. The Town Manager or the Mayor determines that meeting in person is not practical or prudent, because of an emergency;
- ii. All Trustees can hear each other or otherwise communicate with each other and can hear or read all discussion and testimony in a manner designed to provide maximum participation;
- iii. Members of the public present at the meeting location can hear or read all discussion, testimony and votes, unless not feasible due to the emergency. In the event that the nature of the emergency precludes allowing the physical attendance of the public, appropriate arrangements, if feasible, will be made to allow the public to remotely observe or listen to the meeting and provide comment as permitted in these Rules of Procedure.
- iv. At least one (1) Trustee is present at the meeting location, unless not feasible due to the emergency;
- v. All votes are conducted by roll call;
- vi. Minutes of the regular or special meeting are taken and promptly recorded, and such records are available for public inspection; and
- vii. To the extent possible, full and timely notice is given to the public setting forth the time and format of the meeting, advising that Trustees and the public may participate electronically.

3.4. Arranging for Electronic Participation: To arrange to participate via Electronic Participation, a Trustee shall:

- i. Contact the Mayor, Town Manager, and Town Clerk before the meeting to determine if an arrangement for Electronic Participation is possible. Trustees shall endeavor to advise the Town Clerk of their intent to participate via Electronic Participation at the earliest possible time and not less than twenty-four (24) hours prior to the requested participation.
- ii. The Town Clerk shall, to the extent feasible, initiate the Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Town Clerk shall attempt to re-initiate the connection.

3.5. Effect of Electronic Participation:

- i. Electronic Participation, except as specifically provided herein, shall only constitute actual attendance for meetings during which no quasi-judicial matters will be heard, considered or decided.
- ii. Electronic Participation except as specifically provided herein shall not be available for executive sessions, as to permit participation in executive sessions may preclude assured compliance with the executive session procedures of the Open Meeting Law.

- 3.6. Limited Applicability of Policy:** This Policy shall, except as otherwise provided herein, apply only to regular meetings, special meetings, pre-meetings and work sessions of the Board.
- 3.7. Reasonable Accommodations:** The Town shall provide reasonable accommodation and may modify this Policy' members of the Board or the public with a hardship to access Board meetings.
- 3.8. Executive Session:** Electronic Participation shall not be available for executive sessions except in the event of a local disaster emergency where the executive session, to the extent feasible, complies with all requirements of the Open Meetings Act and the required notice in addition to setting forth the permitted purpose and statutory cite as set forth in C.R.S. §24-6-402 (4) expressly states the immediate necessity for the executive session. In addition, all persons participating in the executive session shall take all necessary measures to ensure that the confidentiality of the executive session is maintained, and no participant shall permit any non-participant to hear, see or otherwise have access to an executive session or related materials.
- 3.9. Quasi-Judicial Matters:** Electronic Participation may hold quasi-judicial matters in the event of a local disaster emergency subject to the requirements set forth herein. In the event that an application is scheduled for a public hearing that is a quasi-judicial matter and, due to applicable timelines, must be held during the time that a local disaster emergency is in effect, the Town shall notify the applicant of such circumstances and present the applicant with options for proceeding with the application. Upon notice from the Town, the applicant shall authorize the Town, in writing, to proceed with one of the following options:
- i. Conduct the public hearing under this policy with accommodations made for Electronic Participation by the applicant and the public, subject to the applicant waiving, in writing, any legal challenge on the basis that the hearing will be conducted via Electronic Participation; or
 - ii. Suspend any and all review and decision deadlines until such time that the local disaster emergency declaration is terminated and the Board can schedule a meeting at which an in-person quorum will be present.
 - iii. To the extent reasonably possible, the Board shall provide adequate opportunity for the applicant and the public to participate in the quasi-judicial matter in a manner that approximates as closely as possible the opportunity that is routinely provided during in-person meetings, for example, an opportunity for members of the public to comment on the application during the public comment portion of the hearing. Such opportunity shall include, at a minimum, the ability for the public to listen and comment by telephone or electronically during the hearing. Nothing in this policy shall prevent members of the public from submitting written comments in advance of the meeting at which the quasi-judicial matter will be considered. If written comments are received on a quasi-judicial matter being considered at a meeting conducted via Electronic Participation, such comments shall be read into the record by the Town Clerk, the Mayor, or a member of Town staff.
 - iv. Any documents, exhibits, or other materials (collectively, "Materials"), to be presented by the applicant, Town staff, other parties (if any), or members of the public during the public hearing must be clearly marked for identification and must be submitted to the Town Clerk at least five (5) days prior to the hearing date, in addition to any obligation of the applicant, Town staff, or other parties, if any, may have by law to provide such materials to other parties prior to the

hearing. Notice of the public hearing issued by the Town shall include notice of this requirement to submit Materials to the Town Clerk and shall state where, how, and when such Materials must be submitted. The Town Clerk will include the Materials in the Board packet with a cover sheet identifying the name of the party submitting the materials and will make such materials available to the public on the Town's website and or Town Hall if feasible at least 24 hours before the hearing.

- v. The public hearing, discussion, and decision participants should identify themselves for the record upon speaking or asking questions. The Mayor will endeavor to ensure the participants in the public hearing clearly identify themselves and any Materials referenced during the hearing for purpose of creating an adequate record.
- vi. A record of the public hearing, including all presentations, testimony, documents, and other materials submitted, discussion, and decision shall be made and kept by the Town, including a full audio recording or, if the meeting is conducted using video, a full audio and video recording.

3.10. Notice: In the event of an Electronic Participation meeting, notice and the procedure for public participation shall be posted at Town Hall and published on the Town's website, www.firestoneco.gov, and such other electronic means as the Town deems appropriate.

4. BOARD MEETING PARTICIPANT DUTIES:

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

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

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

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

4.4. Trustees: Trustees are expected to attend and participate in all Board meetings and sessions.

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

- 4.5. In the event of illness or absence, Trustee's should notify the Mayor and the Town Clerk as soon as possible prior to the applicable Board meeting or event.
- 4.6. **Executive staff:** The Town Manager and the Town Attorney, or their designees, shall, unless excused, attend all regular and special meetings of the Board. The Town Attorney, upon request of the Board, shall provide either a written or oral opinion on questions of law.
- 4.7. **Town Clerk:** The Town Clerk, or designee, shall attend all meetings of the Board and shall keep the official journal of proceedings, and perform other such duties as may be requested by the Board.

5. AGENDA & NOTICE OF MEETINGS:

- 5.1. The Town Manager, with input from the Mayor, shall prepare a preliminary agenda for each Board meeting or work session. A copy of the preliminary agenda shall be prepared and distributed to Trustees no later than 5:00 p.m., Thursday, three (3) business days prior to a regularly scheduled Wednesday Board meeting or work session. The Town Clerk shall prepare all meeting preliminary agendas upon the direction of the Town Manager.
- 5.2. If the Town Clerk or Town Manager receives a written request from the Mayor to remove any item from the preliminary agenda for any reason by 12:00 p.m. Friday before preliminary agenda publication, then the proposed agenda item shall be removed and the Mayor's request shall be communicated to the Board.
- 5.3. Generally no later than 5:00 p.m., Friday preceding the regular meeting or work session, the Town Clerk will publish on the Town's website a packet including the preliminary agenda for the next meeting showing the order of business and as applicable, related minutes.
- 5.4. Included in the packet will be Agenda Item Memos in addition to supporting documentation such as resolutions or ordinances, and agreements. Trustees are responsible for thoroughly reviewing all packet materials prior to the applicable meeting. If a Trustee has a question for staff, the Trustee should contact the Town Manager a reasonable period of time prior to the meeting so that staff may prepare a response. Any written responses of staff shall be provided to all Trustees.
- 5.5. If the Town Manager or Town Clerk receives input from four or more Trustees to reinstate an agenda item removed from the Mayor as part of the preliminary agenda by 5:00 p.m. Monday preceding the regular meeting, then that item shall be included as part of the preliminary agenda and placed under the agenda approval section of an amended preliminary agenda as a "proposed" agenda item for the Board to consider whether the item shall be made part of an approved agenda at the regular meeting. In such case, the Town Clerk shall publish the amended preliminary agenda and packet in compliance with open meetings law requirements.
 - i. Nothing in this rule shall be interpreted to allow three (3) or more Trustees to discuss or consider any town business outside of a properly noticed open public meeting.
- 5.6. A notice of meeting shall be posted and published on the Town Website no less than twenty-four

(24) hours prior to the holding of the regular, special meeting, or work session. Notices shall also be posted as set forth herein at the location designated by the Board of Trustees by resolution at the first regular meeting of each calendar year.

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

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

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

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

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

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

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

above.

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

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

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

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

Purpose:

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

Procedure:

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

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

- i. **Call to Order & Roll Call** (by presiding officer)
- ii. **Pledge of Allegiance**
- iii. **Approval of Agenda** The Town Manager may subject to the requirements of the Open Meetings Law request the Board amend the agenda. Amendments to the agenda must be approved by a majority of the Trustees present.
- iv. **Consent Agenda** Includes items that may be approved without discussion or debate though Trustees may request removal of any item from the Consent Agenda allowing for questions and

discussion of the item.

- v. **Public Comment** Opportunity for the public to comment on any item not scheduled for public hearing. The Board of Trustees shall not engage in dialogue or answer questions posed during public comment. Trustees may request that staff prepare a response to any inquiry brought forward during public comment.
- vi. **Proclamations**
- vii. **Presentations** may be made as part of an agenda item.
- viii. **Land Development** Action items and public hearings pertaining to land use.
- ix. **Discussion/Action** Ordinances and resolutions for which the Town Clerk will assign a number prior to the meeting.
- x. **Public Comment** Second opportunity for the public to give public comment.
- xi. **Staff Reports** Includes information from staff that is advisory or may require Board action at a later meeting.
- xii. **Mayor & Trustees Reports** Trustees have the opportunity to report on their activities as they relate to the Town and bring forth matters for future consideration by the Board.
- xiii. **Executive Session** (on an as-needed basis only). The placement of the Executive Session within the agenda may be changed as determined to be appropriate by the Board.
- xiv. **Adjournment.**

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

- i. The Town Clerk will deliver the public comment sheets to the Mayor, who will read the name aloud of the person(s) who desire to speak in the order they signed up.
- ii. Prior to making comments, each person shall, for the record, state their name and address. If any person neglects to do this, the Mayor will ask for this information.
- iii. Public comment is limited to thirty (30) minutes per meeting. Public comment is limited to three (3) minutes per person, and no person may convey any of their allotted time to another person nor speak on behalf of any other person. each speaker's time will be monitored, and the Town

Clerk will advise the Mayor when a person's three (3) minute time period has expired or the 30-minute time period has expired. At such times the Mayor shall, as appropriate, advise the person that their time has expired or close public comment

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

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

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

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

7. VOTING:

- 7.1.** Votes may be taken by voice vote or roll call vote. A voice vote is achieved by asking those in favor of an item to indicate such as a group and then by asking those in opposition to an item to likewise indicate such as a group. A roll call vote is achieved by having each Trustee individually indicate their vote in favor of or in opposition to the item. The Mayor announces the results of all votes.
- 7.2.** Roll call votes are recorded in the minutes and indicate the names of the Trustees who voted in favor or in opposition. Any Trustees may call for a roll call vote at any time.
- 7.3.** All ordinances, resolutions, and orders for the appropriation of funds require an affirmative vote of a majority of the entire Board. (C.R.S. § 31-16-103). A majority of the quorum present may approve all other actions. No votes may be taken unless a quorum meaning four (4) Trustees excluding the Mayor are present.
- 7.4.** All ordinances and resolutions that require the appropriation of funds or by which the Board enters into a contract shall be voted on by a roll call vote.

- 7.5. No Trustee shall be permitted to abstain from voting, except if such Trustee has a personal or private interest (conflict of interest) in the matter, as set forth in C.R.S. § 24-18-109 and Code of Conduct, Chapter 2.05 of the Firestone Municipal Code. If a conflict exists, the Trustee shall disclose such interest to the Board and shall not vote thereon and refrain from attempting to influence the decisions of other members of the Board, and leave the chambers during the discussion and vote concerning the matter.

8. MOTIONS:

- 8.1. All matters before the Board shall be introduced by motion. A motion refers to a formal proposal by a Trustee seeking specific action by the Board generally preceded by the statement "I move that...". However, if the motion is lengthy or complex, it should be put in writing. Motions shall be put in writing if requested by two Trustees.
- 8.2. All motions must be seconded in order for discussion and a vote to occur.
- 8.3. The following steps shall be taken for the presentation and disposition of motions:
- i. The presiding officer recognizes a Trustee.
 - ii. The Trustee proposes a motion.
 - iii. Another Trustee seconds the motion. If a second is not made by a Trustee the motion fails.
 - iv. The presiding officer may cause the motion to be restated.
 - v. The Board debates/discusses the motion (amendments to the motion or other substitute motions may be made during the debate/ discussion).
 - vi. Vote is taken and the presiding officer announces the results of the vote.
- 8.4. **The following Motions are the most commonly used:**
- vii. **Motion to Amend:** A motion to amend is only applicable to the main motion before the Board. It may take the form of inserting, striking out or amending words, sentences, numbers or paragraphs. The motion is debatable and a majority of the quorum present is required for approval. It is proper to make a motion to amend an amendment. Motions shall be discussed in the reverse order from which they were proposed.
 - viii. **Motion to Continue Matter to a Date Certain:** A motion to continue has the effect of moving an item to a future agenda. The motion shall include the date to which the item is being continued.
 - ix. **Motion to Lay on the Table:** This motion is used to set aside an item currently under discussion for a more pressing matter. It is not used to "kill" an item. Once the more pressing matter has been disposed with, a motion to take from the table is in order. This motion shall be made at the same meeting.
 - x. **Motion to Postpone Indefinitely:** Approval of this motion effectively "kills" the item as it removes the item from the Board's consideration without discussion or a vote on the item. If the motion fails, a discussion on the motion, and a vote, can be had.
 - xi. **Motion to Call the Question:** This motion is used to cut off debate and to bring an immediate vote on the pending motion. A motion to call the question requires a two-thirds vote of the quorum present to prevail. This motion cannot be made while a Board member has the floor. A vote is first taken on the motion; if successful, the debate is halted and a vote on the main

motion is made. If the vote on the motion to call the question fails, debate on the main motion may continue.

- xii. **Motion to Reconsider:** A motion to reconsider must be made at the same meeting at which the action occurred, or at the next following regular meeting. The motion must be made by a Trustee who voted on the prevailing side and the Trustee shall so state that in their motion. The second need not be a Trustee from the prevailing side. Debate is limited to discussion of the reasons for reconsideration. A vote is then taken on the motion to reconsider. Passage requires two-thirds of the quorum present. The passage of a motion to reconsider suspends all action on the original motion. The original matter is then placed before the Board in the exact form it was in when initially acted upon by the Board though the Board may set the vote for a later regular meeting. No further reconsideration can be granted once the vote is taken and the results are determined.
- xiii. **Motion for Executive Session:** Executive sessions which allow the Board to discuss matters in a closed setting are expressly permitted by the Colorado Open Meetings Law C.R.S. Part 4 Title 26, for specified topics and require the announcement of the topic of discussion including the specific statutory citation which authorizes an executive session. Executive sessions require the affirmative vote of two-thirds of the quorum present. Executive Sessions including all comments and documents disclosed therein are confidential and may not be disclosed to any party not a participant in the Executive Session.

8.5. Any Trustee may withdraw their seconded motion prior to a vote on that motion.

8.6. When a main motion is before the Board, no other business or motion may be brought before the Board except for a secondary or subsidiary motion as follows: motion to amend, motion to continue, motion to lay on the table, motion to postpone indefinitely, or motion to call the question, These subsidiary motions shall have precedence in the order indicated.

9. MISCELLANEOUS:

9.1. **Point of Order:** When a Trustee believes that the Rules of Procedure are being violated the Trustee may make a Point of Order calling upon the presiding officer for a ruling and enforcement of the Rule of Procedure. It does not require a second and is not debatable but with the presiding officer's consent, the requesting Trustee may explain the matter.

10. ORDINANCES & RESOLUTIONS:

- 10.1. All ordinances and resolutions, except those appropriating funds, require an affirmative vote of the majority of the quorum in order to be adopted. Ordinances or resolutions for the purpose of appropriating funds require an affirmative vote of the majority of the Board.
- 10.2. Ordinances adopting Codes by reference shall adhere to the requirements set forth in C.R.S. Part 2, Article 16, Title 31. Resolutions are effective upon passage.
- 10.3. The Town Clerk is responsible for maintaining a public record of all ordinances and resolutions.

11. GENERAL RULES:

- 11.1. Trustees should not engage in conversation or commit any other act which may distract the attention of any other Trustee from the business at hand.
- 11.2. Trustees shall, when speaking, confine their remarks to the matter under discussion.
- 11.3. Any Trustee may protest any action of the Board and upon acknowledgment by the presiding officer, state the reasons therefore and have such entered into the record.
- 11.4. The Chief of Police, or their designee, shall be charged with maintaining the peace at all meetings of the Board.
- 11.5. The presiding officer may call a recess during a meeting setting forth the approximate time of the recess to provide for a temporary break for the convenience of all present, to quell a disturbance, or at the request of a majority of the Board. The call for a recess should occur between items of business.
- 11.6. The presiding officer shall recognize each board member before speaking.
- 11.7. The Town Clerk shall maintain an account of all proceedings of the Board, which shall constitute the official record of the Board. All public records shall be kept in accordance with the Colorado Open Records Act C.R.S. § 24-72-200.1 et seq.
- 11.8. The Town Clerk shall prepare all minutes, which shall be a record of the actions taken at the meeting, but not a verbatim transcript of what was stated by the Board and any participants. The minutes shall contain a separate paragraph for each item or subject matter. They should reflect each item considered and the disposition of each motion or matter on which action is taken. Comments by Trustees or other participants may be summarized.
- 11.9. The minutes may be corrected or amended by a motion of a Trustee. If the correction is minimal or insubstantial ("Scrivener's error"), Trustees should contact the Town Clerk prior to the meeting. A corrected copy of the minutes shall then be prepared for approval by the Board at the next regular meeting.

12. AMENDMENTS/ SUSPENSION:

- 12.1. These Rules of Procedure may be amended by the Board by a majority vote of the entire Board. Any amendments shall be submitted to the Board in writing preceding formal discussion and action.
- 12.2. Any provision of these Rules of Procedure not governed by state statute or the municipal code may be temporarily suspended at any regular or special meeting by a majority vote of the quorum present. The vote shall be entered into the record of the meeting, and when making a motion to suspend, the Trustee must specifically state the rule being suspended and the purpose for the suspension.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.b

Discussion/Action

Meeting Date: December 10, 2025

Initiated By:

Department: Finance

AGENDA ITEM

Ordinance 1070: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 2.44 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE TOWN OF FIRESTONE MUNICIPAL COURT

RECOMMENDATION

Approval of the ordinance

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

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

Denial: The Board moves to deny the Ordinance.

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

SUMMARY

Chapter 2.44 of the Firestone Municipal Code outlines the structure and operation of the Municipal Court. After reviewing the chapter with the Town Attorney and the presiding Municipal Judge, staff determined that the Code is outdated and no longer reflects current practices or legal standards.

The proposed update is intended to:

- Clarify the court's jurisdiction and judicial authority.
- Align the Code with state law and the Colorado Rules of Municipal Court Procedure.
- Modernize administrative provisions such as sentencing, court costs, and record-keeping.
- Reflect current practices for appointing, compensating, and removing municipal judges.
- Provide clear procedures for court operations, sessions, and clerk responsibilities.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ord 1070 Muni Court Amendments

ORDINANCE 1070

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 2.44 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE TOWN OF FIRESTONE MUNICIPAL COURT

WHEREAS, the Town of Firestone (“Town”) staff has determined that the current municipal court regulations in Chapter 2.44 of the Firestone Municipal Code (“Code”) are outdated, inconsistent with best practices, and not fully aligned with the Town’s present administrative procedures, and therefore require revision to improve administration; and

WHEREAS, the Town Board of Trustees (“Board”) seeks to replace Chapter 2.44 of Title 2 of the Code to achieve these improvements and believes the amendments will enhance both the clarity and administration of the municipal court regulations and their underlying objectives; and

WHEREAS, the Town Board finds and declares that this ordinance promotes the public health, safety, and welfare of the community, including its citizens and residents.

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

Section 1. Chapter 2.44, “Municipal Court” of Title 2 of the Firestone Municipal Code shall be repealed in its entirety and re-enacted to read in full as follows:

Chapter 2.44 – Municipal Court

2.44.010 – Jurisdiction; powers of the court; rules of procedure.

- A. The municipal court shall have original jurisdiction over any action brought in the municipal court for any criminal fine or punishment or for any civil penalty or other civil order, including issuance of stop work orders, orders to show cause, or any other civil order authorized by this Code. The judge of the municipal court shall have all the express and implied judicial powers relating to the operation of the court, including the power and authority to issue civil protection orders as set forth in C.R.S. § 13-14-104.5, to impose fines and penalties of incarceration, the power and authority to accept pleas of deferred prosecution or impose deferred sentences and deferred judgments, the power and authority to issue sentences subject to conditions, and including contempt powers to enforce the court's orders; provided, however, that those judicial powers shall be subject to the United States Constitution, the Colorado Constitution, the applicable court rules of procedure, Colorado statutes when applicable, and this Code.
- B. In sentencing any person, the municipal judge shall not exceed the penalty or fine limitations established by ordinance or established by a fine schedule published pursuant to Rule 210(b)(5), Colorado Rules of Municipal Court Procedure. When not expressly prohibited, the municipal judge may suspend the whole or part of the jail sentence, civil penalty, or fine imposed upon any person, and may accept pleas of deferred prosecution and may impose sentences of deferred sentence and/or deferred judgement, all upon such

lawful terms and conditions as may be approved and accepted by the court. In addition, the court may also include as part of the sentencing of any person that such person be placed on probation for a period not to exceed 12 months, be required to pay restitution to the victim for damages caused by such person, or be required to perform community service or other lawful terms and conditions as ordered by the municipal court judge.

- C. The municipal court's procedures shall be in accordance with the Colorado Rules of Municipal Court Procedure.
- D. The presiding municipal court judge shall have full power and authority to adopt and make rules and regulations for conducting the municipal court which are consistent with rules of procedure promulgated by the Colorado Supreme Court and with this Code.

2.44.020 – Sessions generally; record of proceedings.

- A. There shall be regular sessions of the municipal court for the arraignment of defendants, the trial of cases and such other matters and proceedings as the business of the court may require. Such sessions shall be conducted no less frequently than once per month and shall be open to the public.
- B. The court shall be open during such hours as are set by the presiding Municipal Judge with the advice and consent of the Board of Trustees; provided, however, that the court shall be closed on weekends and local, state and national holidays except for special sessions held by the presiding municipal judge.
- C. The municipal court shall be a qualified municipal court of record. Either electronic devices or stenographic means shall be used to keep a verbatim record of the proceedings and evidence at trials.

2.44.030 – Court costs; costs of care; costs of collection

- A. Whenever the municipal judge imposes any fine for any violation of an ordinance, in addition to any such fine or any other sentence, the municipal judge may also assess the costs against defendants as set by resolution of the Board of Trustees
 - B. In addition to all other fines and costs that may be assessed against a defendant, the municipal judge may assess the cost of care against any defendant who is sentenced to a term of imprisonment, in accordance with applicable law.
 - (1) "Cost of care" means the costs associated with maintaining an offender in custody as defined by Section 18-1.3-701(5)(a), C.R.S.
 - C. Payment of any fines, costs and surcharges shall be due within fourteen (14) days after the date they are assessed by the municipal judge. In calculating this time period, the day upon which the fines, costs and surcharges are assessed shall not be included. Thereafter, every day shall be counted, including holidays, Saturdays and Sundays. In the event the last day is a Saturday, Sunday or legal holiday, the time period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. The defendant against whom fines, costs
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and surcharges have been assessed may, upon approval of the municipal judge, extend payment beyond the fourteen-day period. In the event the municipal judge allows a defendant an extension of time for payment, the municipal judge shall assess an additional cost of thirty dollars (\$30.00).

- D. For all appeals from decisions in the municipal court to the District Court, the court clerk shall require a transcript deposit in an amount set annually by the Board of Trustees, to be consistent with state law. The transcript deposit shall be applied against the actual preparation costs of the transcript incurred by the Town. If the preparation costs of the transcript are less than the transcript deposit, then the balance will be refunded to the requesting party by the court clerk. If the preparation costs of the transcript are more than the transcript deposit, the court clerk shall require the requesting party to supplement the deposit or pay the additional cost to prepare the transcript. The municipal judge may waive the transcript deposit and transcript preparation cost in all instances of proven indigence. The transcript deposit shall be refunded to the defendant if the judgment is set aside on appeal.
- E. To collect past due fines, penalties, costs, fees, surcharges, restitutions, the Town may assign such accounts to a private collection agency, which shall be entitled to recover costs of collection in an amount not to exceed eighteen percent (18%) of the aggregate amount of an assigned account.

2.44.040 – Community justice surcharge.

In all actions where the defendant is found guilty, pleads guilty, or nolo contendere (no contest), there shall be assessed against defendant an amount to be established by resolution of the Board of Trustees, as amended from time to time, upon any fine imposed by the court, which funds shall constitute a community justice surcharge with such funds to be used for victims' assistance, police training programs and activities, and special units and assignments, including operational costs of such training programs, activities and special units and assignments, and nuisance abatement programs and activities.

2.44.050 – Municipal Judge—Appointment; oath; compensation; removal.

- A. The Board of Trustees, by resolution, shall appoint the presiding municipal judge to preside over the municipal court for an initial term of not less than two (2) years and, in its discretion, for subsequent term(s), the length of which shall be determined by the Board of Trustees. One or more assistant municipal judge(s) may be appointed by the Board of Trustees for a term as necessary to transact the business of the court. Upon a vacancy in the position of the presiding municipal judge, the Board of Trustees can appoint a new presiding municipal judge for the remainder of the unexpired term.
 - B. The presiding judge shall supervise and direct the court's operation.
 - C. Before assuming the duties of his or her office, a municipal judge shall take an oath or affirmation to support and uphold the Constitutions of the United States and the State of Colorado and the ordinances of the Town and that he or she will faithfully perform the duties of the office.
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- D. The compensation of the presiding municipal judge shall be in such amount and on such other terms as set by agreement entered into between the Town and the presiding municipal judge or by resolution of the Board of Trustees, as amended from time to time. The compensation of an assistant municipal judge shall be based on hours of service or number of court sessions served and shall be as set by resolution of the Board of Trustees, as amended from time to time, or as agreed to in writing executed by the Town and the assistant municipal judge.
- E. A municipal judge may be removed by the Board of Trustees during his or her term of office in accordance with Section 13-10-105, C.R.S., as amended.

2.44.060 – Court Clerk.

- A. The town manager shall assign an employee to serve as clerk of the municipal court, in consultation with the presiding municipal judge, whose duties shall be such duties as delegated to such person by law, court rule or the presiding municipal judge. The town manager or such person's designee retains the ultimate authority to manage the terms of the court clerk's employment, including the power to terminate the court clerk and to establish and amend his or her compensation, as determined by the Town through the budget.
- B. The Town waives the bonds required under Section 13-10-109, C.R.S., as amended from time to time.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.c

Discussion/Action

Meeting Date: December 10, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Ordinance 1068: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, IMPLEMENTING A VOTER-APPROVED CHANGE IN THE TOWN'S REGULAR ELECTION DATE AND ESTABLISHING THE NEW REGULAR ELECTION DATE FOR THE TOWN OF FIRESTONE

RECOMMENDATION

Approval

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

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

Denial: The Board moves to deny the Ordinance.

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

SUMMARY

At the November 4, 2025, special election, a majority of Firestone voters approved the ballot text and title set forth in Resolution 2025-74, authorizing the Town to move its regular election from the first Tuesday in April of each even-numbered year to the Tuesday on which the statewide general election is held in November of each even-numbered year.

This ordinance formally establishes the Town's new regular election date, consistent with the voter-approved ballot measure. This change aligns with the Board of Trustees' intent to increase voter turnout, reduce administrative costs, and improve election efficiencies. Upon adoption of this ordinance, the Town will coordinate with Weld County on the administration and scheduling of future regular elections under the new November cycle.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ord 1068 Date of Regular Election

ORDINANCE 1068

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, IMPLEMENTING A VOTER-APPROVED CHANGE IN THE TOWN'S REGULAR ELECTION DATE AND ESTABLISHING THE NEW REGULAR ELECTION DATE FOR THE TOWN OF FIRESTONE

WHEREAS, on July 9, 2025, the Town of Firestone ("Town") Board of Trustees ("Board") adopted Resolution No. 2025-74 calling a special election on November 4, 2025, to present a ballot question to the eligible electors of the Town to move the Town's regular election from the first Tuesday in April of each even-numbered year to the Tuesday on which the general statewide election is held in November of each even-numbered year; and

WHEREAS, Resolution No. 2025-74 provides that the Town Board shall enact an implementing ordinance consistent with the terms and conditions in the text and title of the ballot issue fixed therein; and

WHEREAS, at the November 4, 2025 special election, a majority of the Town's voters approved of the ballot text and title fixed in Resolution No. 2025-74; and

WHEREAS, the Town Board desires to implement the will of the Town's voters by establishing the Town's new regular election date.

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

Section 1. **Date of regular election and conduct of all elections.** The regular election of the Town shall be held on the Tuesday on which the general statewide election is held in November of each even-numbered year. All elections shall be held and conducted in accordance with the Colorado Municipal Election Code of 1965. The Town may by ordinance or resolution determine to follow all or part of the provisions of the Uniform Election Code for any election.

Section 2. **Transition to November Regular Elections.** Notwithstanding any other provision of the Firestone Municipal Code to the contrary, and to effectuate the will of the electors voting in favor of a change in the Town's regular election date, the terms of Board members whose terms will expire in April 2026 shall be extended to the November 2026 regular election.

Section 3. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
IN FULL this __day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, CMC Town Clerk

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.d

Discussion/Action

Meeting Date: December 10, 2025

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-125: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ST. VRAIN WATER AUTHORITY'S BOARD OF DIRECTORS' ACTION IN APPROVING AN AGREEMENT TO DISSOLVE THE ST. VRAIN WATER AUTHORITY

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution ratifying the St Vrain Water Authority dissolution. On November 10th the St Vrain Water Authority board of directors unanimously approved an agreement to dissolve the Authority.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

At its November 10, 2025 meeting, the St. Vrain Water Authority Board of Directors unanimously approved an agreement to dissolve the St. Vrain Water Authority.

The dissolution agreement provides for the transfer of all Authority assets and contracts to the Town of Firestone, assigns Firestone full operational responsibility for the treatment facility, and includes reimbursement to the Little Thompson Water District for all payments it has made to the Authority. As part of the agreement, Little Thompson Water District also relinquishes its reserved 0.25 MGD of treatment capacity at the plant.

Pursuant to the Establishing Agreement between the Town of Firestone and the Little Thompson Water District, any dissolution agreement approved by the Authority must be ratified by the governing bodies of both member entities. This memo presents the dissolution agreement for the Board's consideration and ratification.

FINANCIAL CONSIDERATIONS

The dissolution agreement obligates Firestone to reimburse Little Thompson Water District \$671,236.52.

HISTORY AND PREVIOUS BOARD ACTION

On April 24, 2019, the Board of Trustees approved Resolution 19-17 approving the Establishing Contract for the St Vrain Water Authority. On

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-125 Ratifying SVWTA Dissolution - R120225
2. Agreement for the Dissolution of the Authority (2025.11.10 signed by Authority)

RESOLUTION NO. 25-125

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, RATIFYING THE ST. VRAIN WATER
AUTHORITY'S BOARD OF DIRECTORS' ACTION IN APPROVING AN
AGREEMENT TO DISSOLVE THE ST. VRAIN WATER AUTHORITY**

WHEREAS, on November 10, 2025, the Board of Directors of the St. Vrain Water Authority ("Authority") adopted Resolution 2025-05, approving an agreement for the Dissolution of the Authority ("Agreement") pursuant to its authority under its Establishing Agreement and C.R.S., § 29-1-204.2 *et. seq.*; and

WHEREAS, subsequently, on December 8, 2025, the Authority adopted Resolution No. 2025-06, approving an amendment to the Agreement to correct the deadline for the Town of Firestone ("Town") to make payment to Little Thompson Water District ("Amendment"); and

WHEREAS, pursuant to Article 2.2 of the Establishing Agreement, the Town Board of Trustees ("Board") must ratify the Authority's action in approving the Agreement and Amendment, which terminates the Establishing Agreement and formally dissolves the Authority; and

WHEREAS, the Town Board desires to ratify the Authority's actions in approving the Agreement and Amendment, as it is in the Town's best interests.

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

All actions taken by the Authority to approve the Agreement, together with the Amendment, concerning the termination of the Establishing Agreement and dissolution of the Authority are hereby ratified and confirmed.

PASSED AND ADOPTED this ____ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

AGREEMENT FOR THE DISSOLUTION OF THE AUTHORITY

This Agreement for the Dissolution of the Authority (“Agreement”) is made and entered into, effective as of November 30, 2025 (“Effective Date”) by and between the Town of Firestone, a Colorado municipal corporation and political subdivision of the State (“Firestone”), the Little Thompson Water District, a quasi-municipal corporation and political subdivision of the State (“Little Thompson”), and the St. Vrain Water Authority (the “Authority”), all of which are referred to herein individually as a “Party” or collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Authority was established pursuant to the St. Vrain Authority Establishing Contract dated April 24, 2019 (“Establishment Agreement”) as a separate public entity under Colorado law for the purpose of effectuating the development of systems and facilities for furnishing a potable water supply for the benefit of the Members and their constituents and service users;

WHEREAS, Firestone and Little Thompson are the sole “Members” of the Authority, each having entered into separate Member Intergovernmental Agreements (“Member IGAs”) with the Authority governing their respective rights, obligations, and interests;

WHEREAS, the Authority has not been able to develop and operate for the benefit of its Members a water treatment plant as originally envisioned in the Establishment Agreement;

WHEREAS, the Members have determined that their respective interests would be better served through dissolution of the Authority and the distribution of its assets and the discharge and/or assumption of its liabilities in accordance with this Agreement and the governing laws and regulations of the State of Colorado;

WHEREAS, in connection with the dissolution of the Authority, Firestone will retain all legal and equitable interests in the Authority’s property, including but not limited to the Authority’s real and personal property, tangible and intangible assets (“Assets”) and will retain ownership of the water treatment plant and related appurtenances (“Water Treatment Facilities”) developed by Firestone, but never conveyed to the Authority as contemplated by the Establishment Agreement;

WHEREAS, this Agreement outlines the key terms and conditions under which the dissolution will be conducted;

WHEREAS, the Parties acknowledge that this Agreement sets forth the terms for terminating the Little Thompson and Firestone Member IGAs, any and all Funding Agreements, and the Establishment Agreement;

WHEREAS, the dissolution of the Authority requires compliance with applicable Colorado statutes, including but not limited to C.R.S. §29-1-204.2, and the terms of the Establishment Agreement; and

WHEREAS, the Members have negotiated the terms of this dissolution in good faith and believe that the arrangements set forth herein represent a fair and equitable resolution of their respective interests in the Authority.

AGREEMENT TO DISSOLVE

1. Recitals. The recitals set forth in the Agreement are incorporated herein, in full, by this reference.
2. Purpose. This Agreement constitutes a formal agreement between the Authority, Firestone, and Little Thompson, to dissolve the Authority in accordance with the laws of Colorado and the Establishment Agreement. The Parties agree to undertake all necessary legal and procedural steps to effectuate the dissolution of the Authority, ensuring that all financial obligations and entitlements are settled as per the terms outlined in this Agreement.
3. Termination. In alignment with the provisions outlined in Article 2.2 of the Establishment Agreement, the dissolution of the Authority requires a unanimous vote by the Board of Directors, alongside ratification by the governing bodies of each Member. This step is also in compliance with C.R.S. §29-1-204.2(2)(d).
 - a. By signing this Agreement, the Authority represents and warrants that its Board of Directors has voted unanimously to terminate the Establishment Agreement effective as of the date the Board of Director's action has been ratified by the governing body of both Members of the Authority ("Ratification Date").
 - b. By signing this Agreement, the Members agree no later than forty (40) days after the Effective Date to bring this Agreement before their respective governing bodies to be ratified for the purpose of completing the dissolution of the Authority. The Authority's dissolution shall be effective 72 hours after all the transactions contemplated by paragraphs 8, 9, 10 and 14 have been completed ("Dissolution Date").
4. Outstanding Financial Obligations. Article 2.2 of the Establishment Agreement prohibits termination as long as there are outstanding bonds, notes, or other obligations unless the Board of Directors makes arrangements for their complete payment, such as through escrow or other means prior to termination of the Establishment Agreement. The Authority and the Members represent and warrant that all financial obligations of the Authority have been or will be fully discharged or arrangements have been made or will be made for their

complete payment prior to the submission of this Agreement to the governing body of any Member for ratification.

5. Asset Distribution. According to the Establishment Agreement, upon termination and dissolution, all rights, titles, and interests in the Authority's Assets, are to be conveyed to the Members as tenants-in-common, subject to existing liens, mortgages, or pledges. Notwithstanding: (i) any provisions of the Establishment Agreement to the contrary, and (ii) any payment made by either Party in support of the Authority's operation, the Parties have agreed that in consideration of the payment by Firestone to Little Thompson as set forth in paragraph 7 below, all Assets of the Authority shall be transferred to Firestone in accordance with the provisions of paragraph 8, 9, and 10 below. The Authority and, to the best of its knowledge, Little Thompson represent and warrant to Firestone that all of the Assets of the Authority of whatsoever kind and nature are owned by the Authority free and clear of any claim, right, or title of any third party.

Effective as of the Dissolution Date, provided that Firestone has delivered funds to Little Thompson in accordance with paragraph 7 below, all of Little Thompson's right, title and interest in and to the Authority's Assets, including but not limited to the Defined System Capacity and annual Operating System Capacity of the Water Treatment Facilities as referred to in the Member Agreements shall automatically be transferred to and become the property of Firestone. Upon dissolution of the Authority, Firestone shall retain ownership of the Water Treatment Facilities and related appurtenances, including any equipment or chemicals used to operate the Water Treatment Facilities, free and clear of any right, claim or demand of Little Thompson.

6. Future costs and fees. Little Thompson owes no further financial obligations with regard to the Water Treatment Facilities or the Authority as of the Effective Date of this Agreement, including but not limited to operation costs and costs incurred as a result of the activities described in paragraphs 8, 9, 10, 11, 12, 13, and 14 below and the Authority's legal fees related thereto, and Little Thompson hereby releases and forever discharges Firestone from any claims related to past contributions or investments in the Water Treatment Facilities. Consequently, Firestone retains full ownership of the Water Treatment Facilities and assumes full responsibility for the operation and maintenance of the Water Treatment Facilities from and after the Effective Date. This includes, without limitation, any and all future costs, liabilities, and obligations associated with the Water Treatment Facilities arising from and after the Effective Date, ensuring a complete transfer of duties and responsibilities from what Little Thompson and the Authority currently own and/or hold, to Firestone, in accordance with the terms of this Agreement.

7. Final Settlement and Mutual Release. As described above, no later than five (5) business days following the Effective Date, Firestone shall make a payment of \$671,236.52 to Little Thompson representing repayment of Little Thompson's subscription fee and reimbursement for its contributions to the cost of operating the Authority as full settlement of any and all financial obligations of Firestone to Little Thompson related to the dissolution of the Authority up to the Dissolution Date. Such funds shall be held in escrow by Little Thompson until the Ratification Date, with the understanding that the funds will be returned by Little Thompson if the Agreement is not ratified by both Firestone and Little Thompson. Firestone and Little Thompson further agree to provide each other with a full and final release as such time as the final settlement/payment funds are released to Little Thompson, absolving each other from any further financial claims related to the dissolution of the Authority and its operation and funding up to and including the Effective Date. Any claims asserted by third parties and which arise out of or in connection with the Authority's operation and activities prior to the Dissolution Date shall be shared by Little Thompson and Firestone in proportion to their reserved capacity in the Water Treatment Facilities, i.e. 1/6th by Little Thompson and 5/6th by Firestone.
8. Contract Assignment and Termination. Within fourteen (14) days of the Ratification Date, the Authority shall assign to Firestone all contracts, agreements, leases, licenses, permits, and other contractual arrangements necessary or beneficial for operating the Water Treatment Facilities ("Operational Contracts"), and Firestone shall assume all related obligations arising from and after the Effective Date. The Authority shall use best efforts to obtain required third-party consents and execute documents reasonably necessary to effectuate such assignments. For contracts that cannot be assigned due to restrictions or refused consent, the Authority shall terminate such contracts.
9. Asset Inventory and Distribution. Within fourteen (14) days of the Ratification Date, the Authority shall prepare and deliver to Firestone a comprehensive written inventory of all Authority assets, including descriptions, locations, estimated values, and any encumbrances ("Asset Inventory"). All assets identified in the Asset Inventory shall be distributed to Firestone in accordance with this Agreement, and any assets not suitable for transfer shall be liquidated with proceeds distributed as provided herein.
10. Bank Account Closure and Fund Distribution. The Authority shall close all bank accounts and financial accounts held in its name and distribute all funds therein to Firestone. All accounts shall be closed and assets distributed to Firestone within fourteen (14) days following the Ratification Date, with written confirmation provided to both Members. The Authority shall execute all documents necessary to effectuate account closures and fund distributions as provided herein.

11. Website and Public Notice. Following the Effective Date, Firestone shall maintain the Authority's website for thirty (30) days for the purpose of providing public notice of the Authority's dissolution and termination of services. All website maintenance costs during any transition period shall be borne by Firestone.
12. Final Audit. Firestone shall arrange for a final audit of the Authority's books, records, and financial statements by an independent certified public accountant to be completed, if feasible, within ninety (90) days following the Effective Date ("Final Audit Report"). If not done earlier, upon completion of the final audit, all Authority books, records, documents, and files shall be transferred to and maintained by Firestone. Little Thompson is entitled to a copy of the Final Audit Report.
13. Notice to Third Parties and Post-Dissolution Contact. Within thirty (30) days following the Effective Date, the Authority shall provide written notice of its dissolution to all vendors, contractors, service providers, regulatory agencies, and other entities that have conducted business with the Authority, directing them to Firestone for all ongoing matters. Firestone shall designate a contact person to respond to dissolution-related inquiries and address post-dissolution issues for a period of one (1) year following the Effective Date.
14. Cancellation of Tax and Administrative Numbers. Within fourteen (14) days of the Ratification Date, the Authority shall take all necessary actions to cancel its federal tax-exempt identification number, state tax identification numbers, Public Deposit Protection Act numbers, and any other governmental registrations, licenses, or identification numbers held in the Authority's name. The Authority shall provide written confirmation of such cancellations to both Members and shall coordinate with appropriate governmental agencies to ensure proper termination of all regulatory and tax obligations.
15. Entire Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior oral or written agreements and understandings between the Parties concerning such subject matter. The Parties acknowledge that no representations, inducements, promises, or agreements, morally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
16. Waiver. Any modifications to this Agreement must be made in writing and signed by all Parties involved. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

17. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be considered as valid and binding as original signatures.
19. No Waiver of Governmental Immunity; No Third-Party Beneficiaries. 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 privileges or immunities the Parties hereto or their officers, directors, employees, agents, 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.
20. Assignment. This Agreement shall not be assigned without express written consent of all Parties. This Agreement shall be binding on the successors and permitted assigns of all Parties.
21. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, exclusive of the principles of conflicts of law. The County and District Courts of Weld County, Colorado shall have the sole and exclusive jurisdiction and venue to decide any and all disputes arising out of this Agreement. The Parties to this Agreement hereby irrevocably submit to the *in personam* jurisdiction and process of said Courts and waive their rights to a trial by jury.
22. Notices. All notices, requests, demands, or other communications called for or contemplated under this Agreement to be given to a Party shall be in writing and shall be deemed to have been duly given when personally delivered or by electronic mail or, if mailed, three (3) business days after the date of mailing, by Certified Mail, United States First Class Mail, proper postage fully prepaid, addressed to such Party at the address provided herein, or at such other address as such Party may subsequently designate to the other Party by written notice in accordance with the terms and conditions of this section.

All notices and payments required to be given or made under this Agreement shall be in writing and sent by electronic mail or hand delivery to the following:

To Firestone: Town Manager
 Town of Firestone
 P.O. Box 100
 151 Grant Avenue

Firestone, Colorado 80520

To Little Thompson: District Manager
Little Thompson Water District
835 E. State Highway 56
Berthoud, Colorado 80513

With a copy to: Allison Ulmer
Collins Cole Winn Ulmer, PLLC
165 South Union Boulevard, Suite 785
Lakewood, Colorado 80228

To: the Authority Julie Pasillas, President
St. Vrain Water Authority
PO Box 70
Firestone, Colorado 80520

With a copy to: Timothy J. Flynn
Ireland Stapleton Pryor & Pascoe, PC
1660 Lincoln Street, Suite 3000
Denver, Colorado 80264

23. Headings. The captions and headings in this Agreement are for the sole purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof, and such captions and headings shall not be considered in interpreting or construing this Agreement.

24. Time of the Essence. Time is of the essence in this Agreement. If any duty or obligation under this Agreement is not timely performed or waived as herein provided, such action shall constitute a default and breach under this Agreement.

EXECUTED THE DAY AND YEAR FIRST WRITTEN ABOVE.

TOWN OF FIRESTONE

By: _____ Date: _____

Name: _____

Title: _____

LITTLE THOMPSON WATER DISTRICT

By: _____ Date: _____

Name: _____

Title: _____

ST. VRAIN WATER AUTHORITY

By: Julie Pasillas Date: 11/10/25

Name: Julie Pasillas

Title: President

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.e

Discussion/Action

Meeting Date: December 10, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-126: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ACTIONS OF THE INTERIM TOWN MANAGER AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

RECOMMENDATION

Approval of Resolution

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

This resolution ratifies the Interim Town Manager's execution of the Purchase Contract for the sale of the Town-owned property located at 12623 Canoe Street.

This Resolution is in alignment with the Board's previously stated intentions regarding 12623 Canoe Street, and the intent to have the ability to proceed with a time-sensitive prospective buyer's offer.

Before acting, the Interim Town Manager reached out to the Board members to confirm whether she should proceed with the execution of the Purchase Contract. Five Board members provided direction to move forward.

Based on that direction, the Interim Town Manager executed the Purchase Contract on behalf of the Town, subject to formal ratification by the full Board.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

At the January 22, 2025, regular Board of Trustee Meeting, the Board approved Resolution 25-16, giving the town manager the directive to proceed with the necessary steps to complete the purchase of the property located at 12623 Canoe Street in Firestone.

At the March 12, 2025, regular Board of Trustees Meeting, the Board approved Resolution 25-26 to engage Broker Kristee Lee to list and sell the house at 12623 Canoe Street, and Resolution 25-32 approving the Purchase Contract to proceed with closing on the purchase of the property.

BOARD STRATEGIC PLAN IMPACT

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

- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 25-126 Ratifying 12623 Canoe St Sale

RESOLUTION NO. 25-126

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ACTIONS OF THE INTERIM TOWN MANAGER AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

WHEREAS, the Interim Town Manager has negotiated the material terms and conditions of contract to buy and sell real estate (“Purchase Contract”) for certain real property located at 12623 Canoe Street (“Property”), which is owned by the Town of Firestone (“Town”); and

WHEREAS, due to the potential expiration of the prospective buyer’s offer to purchase the Property, along with the impending closing date contemplated under the Purchase Contract, and to further the purposes and intentions of the Town Board in purchasing the Property, as stated in Resolution No 25-16, the Interim Town Manager executed the Purchase Contract, in the form attached hereto as Exhibit A, subject to ratification of such Purchase Contract by the Town Board of Trustees (“Board”); and

WHEREAS, Town Board desires to approve the Purchase Contract and ratify the actions of the Interim Town Manager in executing the Purchase Contract on behalf of the Town, as it is in the Town’s best interests.

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

Section 1. The Town Board (a) approves the Purchase Contract between the Town of Firestone and Brandon James and Jessica Lynn Alexander in substantially the same form as the copy attached hereto and made a part of this Resolution, and (b) ratifies the prior action of the Interim Town Manager in previously executing such Purchase Contract on behalf of the Town.

Section 2. Amendments to the Purchase Contract that do not significantly impact the substance of the transaction, such as modifying the allocation of the purchase price by the Seller to components being sold, are authorized and the Interim Town Manager is authorized to execute such amendment documents.

Section 3. The Interim Town Manager is further authorized and directed to secure such inspections, and to pursue such other due diligence items, all as may be necessary and advisable for the potential sale of the Property, as well as commence any other preliminary steps as necessary to proceed to closing.

Section 4. The Interim Town Manager is further authorized to approve, sign, execute and deliver any and all documents necessary to perform under the Purchase Contract, to complete the transaction on behalf of the Town at closing, and to effectuate the conveyance of the Property to the Town.

PASSED AND ADOPTED this ____ day of _____, 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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.f

Discussion/Action

Meeting Date: December 10, 2025

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 25-128: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

RECOMMENDATION

Staff recommends approval of Resolution 25-128

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

This resolution implements the updated water rate established by the Cost of Service and Rates Analysis conducted by Raftelis Financial Consultants (Raftelis) as well as the Water System Development Fees established by the study completed by TischlerBise. The new water rates and Water System Development Fees will be implemented on January 1, 2026.

FINANCIAL CONSIDERATIONS

The proposed water rates include an 8.2% increase which is made up of the Town's 5% increase and 3.2% from CWCWD

HISTORY AND PREVIOUS BOARD ACTION

The current rates were adopted by Resolution No. 24-105 and took effect on January 1, 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res No 25-128 A RESOLUTION PRESCRIBING WATER RATES FEES TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE FEES

RESOLUTION NO. 25-128

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

WHEREAS, upon completion of the determination of the Town of Firestone's ("Town") water capital needs and operational costs and storage and delivery system development costs the Town established water rates, fees, tolls, and charges and storage and investment fees which were set forth in Resolution No. 24- 105; and

WHEREAS, the Town, which operates a municipal water facility and Central Weld County Water District ("CWCWD") are parties to various intergovernmental agreements concerning the provision of water service and facilities to the Town; and

WHEREAS, pursuant to such intergovernmental agreements, CWCWD from time to time increases its charges for water services provided to the Town; and

WHEREAS, effective November 1, 2025, CWCWD amended its charges for water services which resulted in an increase of 3.2% for the water rates and charges imposed upon the Town; and

WHEREAS, the water services charges will be increased an additional 5% based upon the water rate study done by Raftelis in 2023; and

WHEREAS, to ensure that the Town can in a fiscally responsible manner meet its operational and capital needs for its water delivery systems the Town must increase its water rates and charges in an amount equal to that imposed by CWCWD as set forth in Sections 1 and 2 of this resolution; and

WHEREAS, the Water System Development fees in Section 3 are based upon the fees set forth in the TischlerBise Water System Development Fees Study.

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

Section 1. Water rates and charges. The following monthly rates and charges shall be imposed for water received from the Town of Firestone water system:

Water Charge Per 1,000 Gallons		
Customer Type	Gallons	Rate
Commercial & Industrial	All usage	\$ 7.63
Irrigation Only	All usage	12.71
Mobile Home Parks	All usage	9.18
Multi-Family	All usage	7.48

Meter Size	Residential Base Rate Charge	Non-Residential Base Rate Charge*	Water Included in Rate (Gallons)
5/8"	\$ 42.41	\$ 42.41	-0-
3/4"	65.03	65.03	-0-
1"	107.40	107.40	-0-
1-1/2"	211.96	211.96	-0-
2"	341.98	341.98	-0-
3"	-	638.74	-0-
6"	-	2,525.56	-0-

*Non-Residential accounts include Commercial, Industrial, Irrigation, Mobile Home Parks and Multi-Family

Water Charge Per 1,000 Gallons	
Gallons	Rate
Residential	
0-5,000	\$ 4.80
5,001-10,000	7.20
10,001-20,000	10.80
20,001-30,000	16.18
Above 30,000	24.27

Section 2. Connection, Capital Investment and Repair Fees. The following connection and capital investment and repair fees shall be imposed, except that the Town shall not be required to pay such connection fees for irrigation sprinkler systems for any public parks, rights-of-way, open space, or medians, or any facility developed, owned or paid for by the Town.

Meter Size	Total
5/8"	\$ 14,800
3/4"	22,200
1"	37,000
1 1/2"	76,000
2"	122,400

Connection and capital investment and repair fees as well as any other fees for taps requiring a meter larger than 2" shall be determined by the Board of Trustees on an individual basis considering such factors as type of use, contemplated volume demand for water, effect on the entire water system in the Town, connection and capital investment fees imposed by CWCWD, and all other factors relevant to the application. All taps requiring a meter larger than 2" and all taps applied for where the service requested is outside of the Town limits shall be by contract with the Board of Trustees. Out-of-town taps of 2" or less shall be charged fees at two times the amount of in-Town fees.

Section 3. Water System Development Fees. The following system development fees shall be imposed if the water tap will not be issued by CWCWD, except that the Town shall not be required to pay such fees for any facility developed, owned or paid for by the Town.

Meter Size	Total
5/8"	\$ 25,004
3/4"	37,506
1"	62,510
1 1/2"	125,020
2"	200,032

Water system development fees for taps requiring a meter larger than 2" are included in the Final Water System Development Fee Study.

Section 4. Construction Hydrant Meter Rental Terms. The following fees shall be imposed for hydrant meters supplied by the Town for construction water use. A Hydrant Connection Permit must be obtained from the Town prior to any water being used from any fire hydrant. Such permit shall be valid for a period not to exceed 6 months.

Deposit	\$ 5,890.00 per meter
Administration Fee	50.00 per permit
Meter Rental	4.00 per day
Late Charge	5.00 per day
Water Usage Rate	7.63 per 1,000 gallons

Section 5. Meter Fees. The following fees shall be imposed for Meter assemblies installed by the Town for new service connections; such fees for taps requiring a meter larger than 2" shall be as set by contract with the Board of Trustees:

Meter Tap Size	Administrative Fee	Meter Cost	Total Meter Fee
5/8"	\$ 50.00	\$ 663.77	\$ 713.77
3/4"	50.00	687.13	737.13
1"	50.00	968.20	1,018.20
1 1/2"-Commercial	50.00	3,176.86	3,226.86
1 1/2"-Irrigation	50.00	3,155.45	3,205.45
2"-Commercial	50.00	3,666.00	3,716.00
2"-Irrigation	50.00	3,666.00	3,716.00
≥3"-Commercial	50.00	TBD by Vendor Pricing	
≥3"-Irrigation	50.00	TBD by Vendor Pricing	

Section 6. Native Water Dedication Agreement Storage and Infrastructure Fees. The following fees shall be established for Native Water Dedication Agreements.

Ditch	Storage Multiplier	Starage Fee, per acre-foot of credit	Infrastructure Fee, per acre-foot of credit	Total Storage and Infrastructure Investment Fee, per acre-foot of credit
Lower Boulder Preferred	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Lower Boulder Common	2.00	22,200	1,400	23,600
Coal Ridge	1.45	16,100	1,400	17,500
Godding	1.45	16,100	1,400	17,500
Rural	1.45	16,100	1,400	17,500
Last Chance	1.45	16,100	1,400	17,500

Section 7. This Resolution shall take effect on January 1, 2026 and at such date all other resolutions establishing the Town's water rates, fees, tolls and charges set forth herein shall be repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 10th day of December, 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

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.g

Discussion/Action

Meeting Date: December 10, 2025

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Ordinance 1071: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, COLORADO, AND VECTRA BANK, A DIVISION OF ZIONS BANCORPORATION, N.A.; IN ORDER TO FINANCE THE FUTURE ACQUISITION OF WATER, WATER RIGHTS, AND WATER STORAGE TO ACCOMMODATE DEVELOPMENT AND GROWTH WITHIN THE TOWN; AND OTHER DOCUMENTS RELATED THERETO; RATIFYING ACTION PREVIOUSLY TAKEN RELATING THERETO; PROVIDING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

RECOMMENDATION

Staff recommends approval of Ordinance 1071

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

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

Denial: The Board moves to deny the Ordinance.

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

SUMMARY

As discussed at the November 12th Board of Trustees Meeting, this Ordinance will authorize the execution and delivery of a Line of Credit for the purchase of native water rights in the amount of \$40 Million.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. LOC Ordinance - 2025 (12.1)

ORDINANCE NO. 1071

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, COLORADO, AND VECTRA BANK, A DIVISION OF ZIONS BANCORPORATION, N.A.; IN ORDER TO FINANCE THE FUTURE ACQUISITION OF WATER, WATER RIGHTS, AND WATER STORAGE TO ACCOMMODATE DEVELOPMENT AND GROWTH WITHIN THE TOWN; AND OTHER DOCUMENTS RELATED THERETO; RATIFYING ACTION PREVIOUSLY TAKEN RELATING THERETO; PROVIDING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Firestone, Colorado (the “Town”), is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado (the “State”); and

WHEREAS, the members of the Board of Trustees of the Town (the “Board”) have been duly elected or appointed and qualified; and

WHEREAS, the Town now owns and operates a municipal water system (the “System”); and

WHEREAS, by Ordinance No. 297 of the Town adopted on October 14, 1993, the Board established the Town of Firestone Water Activity Enterprise as a “water activity enterprise” pursuant to Title 37, Article 45.1, C.R.S. (the “Water Enterprise Act”), for the purpose of operating and accounting for the operations of the System; and

WHEREAS, the Board finds and determines that the System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) and the Water Enterprise Act; and

WHEREAS, the Board further finds and determines that is necessary and in the best interest of the Town and its inhabitants that the Town finance the costs of acquiring water, water rights, and water storage to provide water for the System and to accommodate development and growth within the Town (the “Project”); and

WHEREAS, the Town is authorized by TABOR, Title 31, Article 35, Part 4, C.R.S., and the Water Enterprise Act to issue revenue obligations authorized by action of the Board without the approval of the electors of the Town since the System constitutes an enterprise within the meaning of TABOR; and

WHEREAS, the Town has heretofore issued, pursuant to Ordinance No. 973 of the Town adopted by the Board on May 27, 2020 (the “2020 Bond Ordinance”), its Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, originally issued and currently outstanding in the aggregate principal amount of \$45,955,000 (the “2020 Bonds”); and

WHEREAS, the Town is not delinquent in the payment of any principal or interest on the 2020 Bonds; and

WHEREAS, except to secure the 2020 Bonds, the Town has not pledged nor in any way hypothecated the revenues derived and to be derived directly or indirectly from the operation of the System to the payment of any securities or for any other purpose with the result that the Net Revenues (as defined in the Credit Agreement, as defined below) may now be pledged lawfully and irrevocably for the payment of the Loan Obligations (as defined below) on a parity with the 2020 Bonds, and the Loan Obligations may be made payable from the Net Revenues; and

WHEREAS, the Town, acting by and through its Water Activity Enterprise, intends to enter into a Line of Credit Agreement (as amended or renewed from time to time the “Credit Agreement”) with Vectra Bank, a division of Zions Bancorporation, N.A. (the “Lender”) to obtain one or more loans in an aggregate principal amount not to exceed \$40,000,000 (the “Loans”) to finance the costs of the Project; and

WHEREAS, the Credit Agreement shall be for an initial term that ends on December 31, 2026, and may be renewed annually, subject to Lender’s approval and the restrictions set forth in Section 4 hereof, with the terms of such renewals being set forth in the Credit Agreement (each a “Credit Agreement Amendment”); and

WHEREAS, the Loans incurred under the Credit Agreement during the initial term, or during any renewal term, shall each be evidenced by a promissory note or notes, in the form attached to the Credit Agreement (the “Note” and together with the Credit Agreement, the “Obligations”) and each Note shall be amortized over a 20 year period and carry its own fixed interest rate, as set forth in the Credit Agreement;

WHEREAS, the Board has further determined and hereby further declares that the Town is authorized by Article X, Section 20 of the Colorado Constitution, Title 31, Article 35, Part 4, C.R.S. and Title 37, Article 45.1, C.R.S. to execute and deliver the Obligations without an election; and

WHEREAS, the Board has further determined and hereby further declares that the Town is authorized and Obligations shall be executed and delivered pursuant to the provisions of Title 37, Article 45.1; Title 31, Article 35; and Title 11, Article 57, Part 2, C.R.S.; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution and Article 45.1 of Title 37, Colorado Revised Statutes, the Obligations may be executed and delivered without voter approval since the System constitutes an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) to the Obligations; and

WHEREAS, the Obligations shall be special limited obligations of the Town payable solely from the Net Revenue (as defined in the Credit Agreement); and

WHEREAS, pursuant to Section 11-57-205, C.R.S., as amended, the Town desires to delegate to any of the Mayor, the Town Manager or the Finance Director the power to accept the proposal to purchase the Bonds and to determine the rate of interest on the Bonds, the redemption provisions of the Bonds, the price at which the Bonds will be sold, the aggregate principal amount of the Bonds to be issued and the amount of principal maturing, or subject to mandatory redemption, in any particular year; and

WHEREAS, the Board has determined and does hereby declare:

A. In order to meet the present and future needs of the Town, it is necessary to provide the Town with the ability to acquire water, water rights, and water storage to accommodate development and growth within the Town;

B. Net Revenues shall be pledged to the payment of the Obligations on a parity with the 2020 Bonds;

C. Because of market conditions, the flexible financing of the Project by the execution and delivery of the Obligations is to the best advantage of the Town; and

D. All action preliminary to the authorization of the issuance of the Obligations has been taken.

WHEREAS, there are on file with the Town Clerk:(a) the proposed form of the Credit Agreement; and (b) the proposed form of the Note, to be delivered to the Lender evidencing the Town's obligations to pay the Loan.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board, the officers, employees and agents of the Town and otherwise taken by the Town directed toward the implementation of the Project and the entering into the Credit Agreement Obligations hereby are ratified, approved and confirmed.

Section 2. The forms, terms and provisions of the Credit Agreement and the Note (collectively, the "Credit Documents") hereby are authorized and approved, and the Town shall enter into the Loan Documents in the respective forms as are on file with the Town Clerk, but with such changes therein as shall be consistent with this Ordinance and as the Mayor, the Town Manager or Finance Director shall approve, the execution thereof being deemed conclusive approval of any such changes. the Mayor, the Town Manager and the Finance Director are hereby authorized and directed to execute and deliver the Loan Documents, for and on behalf of the Town. The Town Clerk is hereby authorized and directed to affix the seal of the Town to, and to attest those Credit Documents requiring the attestation of the Town Clerk.

Section 3. The officers of the Town shall take all action which they deem necessary or reasonably required in conformity with the Supplemental Act to enter into the Credit Documents,

including the paying of incidental expenses, which are hereby authorized to be paid, and for carrying out, giving effect to and consummating the transactions contemplated by this Ordinance and the Credit Documents, including, without limitation, the execution and delivery of any necessary or appropriate closing documents to be delivered in connection with the execution and delivery of the Credit Documents.

Section 4. Pursuant to Section 11-57-205, C.R.S., the Board hereby delegates to the Mayor, the Town Manager and the Finance Director the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Obligations and to execute the necessary Credit Documents and other documents setting forth such determinations, subject to the following parameters, with such delegation to be effective for one year after adoption of this Ordinance:

- (a) the aggregate principal amount that is outstanding under the Credit Agreement at any time shall not exceed \$40,000,000;
- (b) the net effective interest rate of the Obligations shall not exceed [10.0]%; except upon the occurrence of an Event of Default (as defined in the Loan Agreement) the interest rate may increase, provided that in no event shall the interest rate exceed a maximum net effective interest rate of 12.0%;
- (c) the Credit Agreement shall be for an initial term that ends on December 31, 2026, and may be renewed for additional renewal terms as set forth in the Credit Agreement;
- (d) the Unused Fee (as that term is defined in the Credit Agreement) shall not exceed 30 basis points (0.30%) per annum multiplied by the daily amount of the Available Commitment (as that term is defined in the Credit Agreement) under the Credit Agreement; and
- (e) the Applicable Spread (as that term is described in the Credit Agreement) shall not exceed the marginal rate of interest applicable to Loans (as that term is defined in the Credit Agreement) plus 225 basis points (2.25%) per annum.

Section 5. The Obligations are special, limited obligations of the Town payable solely as provided in the Credit Agreement. The principal of, premium, if any, and interest on the Loans and Obligations shall not constitute an indebtedness of the Town or the State of Colorado or any political subdivision thereof, and neither the Town, the State of Colorado nor any political subdivision thereof shall be liable thereon, nor in any event shall the principal of, premium, if any, and interest on the Loans and Obligations be payable out of funds or properties other than the Net Revenue, as such term is defined in the Credit Agreement. Neither the Board nor any persons executing the Obligations shall be liable personally on the Obligations.

Section 6. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed. All rules of the Board, if any, which might prevent the final passage and adoption of this Ordinance as an emergency measure at this meeting of the Board be, and the same hereby are, suspended.

Section 7. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. After the Obligations are entered into, this Ordinance shall be and remain irrevocable, and may not be amended except in accordance with the Credit Agreement, until the Obligations shall have been fully paid, canceled and discharged in accordance therewith.

Section 9. The Mayor, Mayor Pro Tem and Town Administrator are each hereby appointed as an Authorized Person, as defined in the Loan Agreement. Different or additional Authorized Persons may be appointed by resolution adopted by the Board and a certificate filed with the Lender.

Section 10. All costs and expenses incurred in connection with the Loan and the transactions contemplated by this Ordinance shall be paid either from the proceeds of the Loan or from legally available moneys of the Town, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 11. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the Town in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than 30 days after the authorization of the Bonds.

Section 12. It is hereby found and determined by the Board that: (i) the acquisition of water, water rights, and water storage to accommodate development and growth within the Town are necessary in the public interest in order to properly and safely serve the Town and its residents; (ii) the flexible financing of the Project by the execution and delivery of the Credit Agreement is necessary in order to increase the Town's water, water rights, and water storage; and (iii) it is necessary to take advantage of the current conditions in the financial market, the continuation of which cannot be predicted. As a result of the foregoing, the Board hereby declares that an emergency exists, and that this Ordinance is necessary to the immediate preservation of the public health and safety, all in accordance with §31-16-105, C.R.S

Section 13. Pursuant to § 31-16-105, C.R.S., this Ordinance shall take effect immediately upon its adoption, and the Town Board directs that publication of this Ordinance be made as provided by C.R.S. § 31-16-105.

[Remainder of this page intentionally left blank.]

**INTRODUCED, READ, PASSED AND ADOPTED AS AN EMERGENCY
ORDINANCE, AND ORDERED PUBLISHED IN FULL THIS 10TH DAY OF DECEMBER,
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

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.h

Discussion/Action

Meeting Date: December 10, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Resolution 25-132: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING A HEARING OFFICER TO PRESIDE OVER RECALL PETITION SUFFICIENCY PROTESTS IN THE TOWN AND APPROVING A PROFESSIONAL SERVICES AGREEMENT PERTAINING THERETO

RECOMMENDATION

Approval

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

The Town has received protests regarding the Town Clerk's determination of sufficiency for the recall petitions filed against three elected officials. In accordance with C.R.S. § 31-4-503(3)(b), the Town seeks to designate Karen B. Goldman as the hearing officer to preside over the associated protest hearings.

FINANCIAL CONSIDERATIONS

Per this agreement the Town shall pay the contractor an amount not to exceed \$4,000.00.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Professional Services Contract- Recall-Protest Hearing Officer
2. Reso 25-132 - Designating Hearing Officer (Recall Protest Hearing) - R120825

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 **KAREN B. GOLDMAN**, an independent Contractor with a principal place of business at 6558 W. Oregon Ave. Lakewood, Colorado 80232 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires certain professional hearing officer services ; and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **2025 Recall Petition Sufficiency Protest Hearing Officer**
- 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 \$4,000. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such

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

IV. PROFESSIONAL RESPONSIBILITY

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. HEARING OFFICER TO BE INSURED PARTY

Notwithstanding the fact that Contractor acts as and is compensated as an independent contractor, pursuant to the Colorado Governmental immunity Act, Section 24-10-101, C.R.S., *et seq.*, Contractor shall be considered an appointed official of the Town entitled to any and all benefits of law pertaining to governmental immunity and to coverage by the Town's insurance applicable to persons holding such a position. The Town hereby declares Contractor to be a municipal official of the Town of Firestone for purposes of including the Contractor as an insured official subject to the Town's insurance coverage for claims against the Contractor arising out of injuries sustained from an act or omission of such Contractor occurring during the performance of her duties and within the scope of her duties, except where such act or omission is found by the court to be willful and wanton. The Town has determined that the Contractor will be an insured municipal official within the Town's policy of insurance only during the Term.

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

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

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

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

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

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

KAREN B. GOLDMAN

By: _____
Karen Goldman

EXHIBIT A

SCOPE OF SERVICES

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

- Contractor shall conduct one or more administrative protest hearings on behalf of the Town of Firestone Town Clerk's Office challenging the Town Clerk's initial determination as to the sufficiency of a recall petition seeking the recall of Trustee Ray Byrd, Trustee Lorna Morton, Trustee Sean Doherty, and Trustee Frank Jimenez (each individually a "Petition" collectively, the "Petitions"), in accordance with the municipal recall statutes, Town ordinances, and other applicable state law. The hearing(s) on all the Petitions must be concluded by no later than December 20, 2025.
- Contractor shall conduct the hearing as follows:
 - Hearings shall not be conducted according to technical rules of evidence, however:
 - Oral evidence shall be taken only on oath or affirmation
 - Admissibility of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.
 - Exclusion of evidence. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
 - The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.
 - All evidence must be part of the record and the Hearing Officer shall not conduct independent investigations or engage in off-the record conversations with witnesses or parties regarding the matter under consideration by the Hearing Officer.
- Prior to the day of the administrative hearing, Contractor shall research if necessary, all relevant case law and applicable state rules, regulations, and/or policies governing the subject matter of the hearing.
- Post-Administrative hearing, Contractor shall research if necessary, all relevant case law and applicable state rules, regulations, and/or policies governing the subject matter of the hearing and to fully and properly adjudicate any issues raised at the hearing.

-
- Contractor may retain any copies of exhibits and materials submitted prior to or at the hearing and maintain a file for each hearing.

Contractor 's Deliverables

In the performance of the duties described above, the Contractor shall deliver the following items to the Town during the timeframes established by the Town: No later than five days after the conclusion of a hearing, the hearing officer shall issue a written determination of whether the Petitions are sufficient or not sufficient, based upon the evidence received at the hearing to support its decision. If the hearing officer determines that a Petition is not sufficient, the hearing officer shall identify in the written determination those portions of the Petition that are not sufficient and the reasons for the insufficiency. Contractor shall deliver the decision to the Town and the Town shall be responsible for copying and serving the decision on all interested parties.

SECURITY ADDENDUM

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

CONTRACTOR

By:

Karen B. Goldman

RESOLUTION NO. 25-132

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, DESIGNATING A HEARING OFFICER TO PRESIDE OVER RECALL
PETITION SUFFICIENCY PROTESTS IN THE TOWN AND APPROVING A
PROFESSIONAL SERVICES AGREEMENT PERTAINING THERETO**

WHEREAS, the Town has received protests related to the Town Clerk's determination of sufficiency for recall petitions involving four elected officials; and

WHEREAS, the Town desires to designate a hearing officer to preside over such hearings in accordance with C.R.S., §31-4-503(3)(b).

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

Section 1. The Town Board of Trustees hereby designates Karen B. Goldman as the hearing officer to preside over the filing of written protests concerning the Town Clerk's sufficiency determinations for four recall petitions.

Section 2. The Professional Services Agreement between the Town of Firestone and Karen B. Goldman is approved, in substantially the same form as the copy attached hereto as **Exhibit A**, with such additions or modifications as the Town Attorney may determine to be necessary and appropriate to protect the interests of the Town or to effectuate the purposes of this Resolution.

PASSED AND ADOPTED this 10th day of December, 2025.

TOWN OF FIRESTONE

By _____
Don Conyac, Jr, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

Exhibit A
{Goldman/Firestone Professional Services Agreement}

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.i

Discussion/Action

Meeting Date: December 10, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Town Manager Recruiting Process Discussion

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.a

Executive Session

Meeting Date: December 10, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

An executive session pursuant to C.R.S. 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 regarding integrated water resource planning actions within the boundaries of the Town Water Activity Enterprise service area as well as to determine positions and to develop strategy accordingly.

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.b

Executive Session

Meeting Date: December 10, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I) to determine positions, develop strategy, and to instruct negotiators accordingly related to acquiring property interests for a pipeline project

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None