TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

March 18, 2026
6:00 PM

9900 Park Avenue, Firestone, CO 80504

Board of Trustees Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 5:30 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
   - **a.** Approval of February 18, 2026, Board of Trustees Regular Meeting Minutes
   - **b.** Approval of February 25, 2026, Board of Trustees Special Meeting Minutes
   - **c.** Board of Trustees Expense Report
   - **d.** 2026 Community Grant Application American Legion
   - **e.** **Resolution 26-25:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLLIERS ENGINEERING & DESIGN, INC. FOR CERTAIN PROFESSIONAL SERVICES FOR THE TOWN OF FIRESTONE ARCGIS ESRI UTILITY NETWORK MIGRATION AND IMPLEMENTATION PROJECT
   - **f.** **Resolution 26-26:** 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

* 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.

FINAL PLAT FOR DEL CAMINO CENTRAL FILING 3; APPROVING THE C-BT WATER CREDIT PURCHASE AGREEMENT AND SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING 3 SUBDIVISION

g. **Resolution 26-28**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE TOWN OF FIRESTONE AND SUPERTREES COLORADO LLC FOR A TREE WATERING SERVICES

6. Proclamation

a. Arbor Day Proclamation

7. Presentation

a. 2025 Administration Update

b. 2025 Water and Community Resources Update

8. Land Development

a. **PUBLIC HEARING: ORDINANCE 1075:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE NEW VISION - JOHNSON RV OUTLINE DEVELOPMENT PLAN

9. Discussion/Action

a. **Resolution 26-22:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES

b. **Resolution 26-23:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A REIMBURSEMENT AGREEMENT WITH THE TOWN OF FREDERICK REGARDING VIA MOBILITY SERVICES

c. **Resolution 26-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE

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AGREEMENT FOR REIMBURSEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CITY OF DACONO

d. **Resolution 26-29**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT

e. **Ordinance 1074:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AN ELECTRIC FRANCHISE TO UNITED POWER, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN AND FIXING THE TERMS AND CONDITIONS THEREOF

f. **Resolution 26-27**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF AURORA, COLORADO FOR RECIPROCAL WATER DELIVERIES

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

11. Reports

a. Staff

11.a.i. January and February Financial Reports

b. Mayor

c. Trustees

12. Executive Session

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

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

a. *An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and instruct negotiators regarding the Town's participation in the Northern Integrated Supply Project*

13. Adjournment

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

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.a **Consent Agenda** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM

Approval of February 18, 2026, 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. 02-18-2026 Board of Trustees Regular Meeting Minutes DRAFT

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
February 18, 2026

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on February 18, 2026, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:00 PM.

The following were present upon the call of the roll:

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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

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

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

Charlie Myers, a Firestone resident, voiced concerns regarding the proposed stadium at Central Park.

Jan Cohen, Mayor of the City of Thornton, acknowledged Julie Jacoby's previous role as Director of Economic Development for the City of Thornton and welcomed her to the Town of Firestone as the new Director of Economic Development.

5. Consent Agenda

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve Consent Agenda.

Roll Call Vote:

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

DRAFT

Abstain: None

Motion carried.

a. Approval of January 21, 2026, Board of Trustees Regular Meeting Minutes

b. Board of Trustees Expense Report

c. **RESOLUTION 26-12**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 2 TO THE 2023 AGREEMENT FOR PROFESSIONAL SERVICES WITH SHORT ELLIOTT HENDRICKSON, INC. FOR THE TOWN OF FIRESTONE WCR 26 BRIDGE REPLACEMENT PROJECT

d. **RESOLUTION 26-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AND ADOPTING THE 2026 POTABLE WATER MASTER PLAN

e. **RESOLUTION 26-18**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO A GAS PIPELINE EASEMENT AGREEMENT WITH WES DJ GATHERING, LLC

f. **RESOLUTION 26-19:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

g. **RESOLUTION 26-20:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF THE FIRELIGHT PARK FILING NO. 1 FINAL PLAT

6. Presentation

a. Municipal Court Presentation

DRAFT

Judge Stephen Jones provided an update regarding Municipal Court operations and answered questions from the Board.

7. Discussion/Action

a. **RESOLUTION 26-10:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN ADMINISTRATION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND DITESCO PERTAINING TO THE ADMINISTRATION OF THE DESIGN FOR THE PROPOSED WATER TANK AND TRANSMISSION LINE.

Motion by Trustee Damsma, **second** by Trustee Doherty, to Approve **RESOLUTION 26-10:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN ADMINISTRATION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND DITESCO PERTAINING TO THE ADMINISTRATION OF THE DESIGN FOR THE PROPOSED WATER TANK AND TRANSMISSION LINE.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

b. **RESOLUTION 26-11**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, UPDATING AND APPROVING THE WELD COUNTY 2026 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **RESOLUTION 26-11**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, UPDATING AND APPROVING THE WELD COUNTY 2026 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

c. **RESOLUTION 26-14:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE CAPITALIZATION AND DEPRECIATION POLICY

DRAFT

Motion by Trutee Doherty, **second** by Trustee Byrd, to Approve **RESOLUTION 26-14:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE CAPITALIZATION AND DEPRECIATION POLICY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

d. **RESOLUTION 26-15:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING CARD POLICY

Motion by Trustee Damsma, **second** by Trustee Morton, to Approve **RESOLUTION 26-15:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING CARD POLICY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

e. **RESOLUTION 26-16:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL POLICY

Motion by Trustee Doherty, **second** by Trustee Byrd, to Approve **RESOLUTION 26-16:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL POLICY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

f. **RESOLUTION 26-17:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

DRAFT

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve **RESOLUTION 26-17:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

g. **ORDINANCE NO. 1074:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AN ELECTRIC FRANCHISE TO UNITED POWER, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN AND FIXING THE TERMS AND CONDITIONS THEREOF

Motion by Trustee Doherty, **second** by Trustee Morton, to continue and direct staff to publish for second reading **ORDINANCE NO. 1074:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AN ELECTRIC FRANCHISE TO UNITED POWER, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN AND FIXING THE TERMS AND CONDITIONS THEREOF

Roll Call Vote:

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

No: Trustee Damsma

Abstain: None

Motion carried.

h. Discussion Regarding United Soccer League (USL)

DRAFT

i. Recruitment Firm Interview Process

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

Luke Terry, a Firestone resident, provided public comment stating he was pleased that the update regarding the decision not to move forward with the proposed soccer stadium project was discussed during the meeting.

Sam Sears, a Firestone resident, provided public comment thanking the Board for the update regarding the decision not to move forward with the soccer stadium project and voicing his concerns regarding the matter.

Diane Myers, a Firestone resident, provided public comment expressing her opinion that she does not want economic development within the Central Park development area.

9. Reports

a. Staff

b. Mayor

Truck traffic on residential streets, trash trucks wear and tear on the streets (wants the town to look at a trash service altogether) like similar cities such as Longmont Holcomb wants to put it on the next survey.
Asked Trustee Doherty about what is going on with land use issues in the state legislature.
Pros and Cons of Statutory vs. Home Rule

c. Trustees

Black History Month celebration and keeping Firestone on the map, and also Chuck and Don's about their recent remodel due to an increase in traffic.

10. Adjournment

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

DRAFT

Introduced and Approved the _____ Day of _____, 2026.

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.:** 5.b **Consent Agenda** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM

Approval of February 25, 2026, Board of Trustees Special Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 02-25-2026 Board of Trustees Special Meeting Minutes DRAFT

TOWN OF FIRESTONE

Board of Trustees Special Meeting
MINUTES
February 25, 2026

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on February 25, 2026, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:00 PM.

The following were present upon the call of the roll:

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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve Approval of Agenda All in Favor, **Motion carried**.

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

Becky Duckworth, a Firestone resident, addressed the Board with a question regarding charges on her water, utilities, and United Power bills.

4. Discussion/Action

a. Review and Selection of Recruitment Firms

Trustees reviewed the applications submitted by recruitment firms for the Town Manager recruitment. Each Trustee provided their numbered top selections based on their review of the materials included in the application packets and their independent research.

DRAFT

Following the discussion, the Board reached consensus on four firms to invite for interviews and identified one additional firm as a backup. Direction was provided to staff to contact the selected firms and schedule interviews at the Special Meeting on March 25, 2026.

No formal action was taken.

b. Board Direction on Interview Schedule, Format, and Questions

Trustees discussed potential interview topics, timing, and a general outline for the interview schedule and format for the Town Manager recruitment firms. The Board reviewed several suggested interview questions and discussed possible additional questions.

Trustees agreed to review the proposed questions and email any additional suggestions to staff. The general outline of the interview schedule and format was established for preparation of the March 25, 2026 Special Meeting agenda.

No formal action was taken.

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

No members of the public came forward to provide public comment.

5. Adjournment

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

Introduced and Approved the _____ Day of _____, 2026.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac, Jr., Mayor

ATTEST

_____
Miriam Granados Luna, CMC,
Town Clerk

DRAFT

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.c **Consent Agenda** **Meeting Date:** March 18, 2026 **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:
N/A

ATTACHMENTS
1. Board of Trustees February 2026 JP Morgan Statement_Redacted

Statement of Account Landscape

TWNFIRE

Date/Time Printed: 03/12/2026 02:21:39 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '02/01/2026' AND '02/28/2026' AND Transaction Type <> 'Payment'

For Transactions posted between 02/01/2026 to 02/28/2026

CONYAC, DON
9950 PARK AVE

[redacted]

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
5361638070001	02/26/2026	02/27/2026	SPO*MECOCOFFEEC OLLECTI	SPO*MECOCOFFEEC OLLECTI	FREDERICK	CO	5814	$19.75	0.00	$0.00	$19.75
	Notes :	Conyac Coffe with Rep's of Hamilton Heights									
		Fund:10|Department:10|Division:010|Object:7240|Program:0000|Grant:000									

[redacted] **Sub-Total:** **1 Transaction(s)** **$0.00** **$19.75**

Cardholder Signature **Date**

Supervisor/Manager Signature **Date**

Grand Total: **15 Transaction(s)** **$8.08** **$1,201.30**

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CONFIDENTIAL - THIS REPORT CONTAINS SENSITIVE DATA. UNAUTHORIZED USE PROHIBITED.
Statement of Account Landscape
This is not an official Statement of Account

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 [redacted]

STATEMENT DATE 02-27-26

NET CHARGES $19.75

DON CONYAC [redacted] ** 0000000
9950 PARK AVE
FIRESTONE CO 80504-7820

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
02-27	02-26	05436846057300235907115	SPO*MECOCOFFEECOLLECTI FREDERICK CO	19.75
			Total Travel Activity	**19.75**

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 [redacted]

STATEMENT DATE:
02/27/26

SEND BILLING INQUIRIES TO:

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

ACCOUNT SUMMARY

PURCHASES & OTHER CHARGES	19.75
CASH ADVANCES	.00
CREDITS	.00
CASH ADVANCE FEE	.00
NET CHARGES	**$19.75**
DISPUTE AMOUNT	.00

MECO Coffee Collective & Serrated Burger Bar
318 5th St
Frederick, CO 80530

Opened: 02/25/2026 1:28 pm
Closed: 02/25/2026 1:29 pm
Order: 52725 Check: 1
Order Type: Dine In
Name: Quick Sale
Server: Isaac

2	Cold Brew	10.58
	Add No Cream	
	Medium	
1	Cappuccino	5.29
	Add Whole Milk	
	Medium	
	w/ Regular	

Subtotal	15.87
Sales Tax	1.02
Total	16.89
[redacted]	16.89
Tip: 2.86	
Total with Tip: 19.75	

Balance Due 0.00

Pay With Cash: 0.00

Customer copy

Thank You!

Coffee with Rep's of Hamilton Heights

10.10.010.7240.0000.000

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.d **Consent Agenda** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Administration

AGENDA ITEM

2026 Community Grant Application American Legion

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval or denial of the request for grant funding.

SUMMARY

The Town Clerk's Office received a 2026 Community Grant application from Sam DiPaolo American Legion Post 1985 on December 28, 2025. The request is for $1,000 to support the organization's July 4, 2026, event.

The Community Grant Program is part of the Town's adopted Legislative Budget, which includes three divisions: Board of Trustees, Town Attorney, and Boards and Commissions. Because these funds are appropriated through the annual budget process, any requests that fall outside of the established application window must be brought forward to the Board for consideration and approval. This ensures transparency, consistency, and compliance with our adopted financial policies

The published application window for the 2026 Community Grant Program was July 7, 2025, through July 31, 2025. This timeline is established to allow staff to evaluate requests and incorporate funding into the Town's annual budgeting process.

Reminder notices regarding the July 31 application deadline were sent to past applicants and organizations that had previously expressed interest in the program, including the American Legion. The Town Clerk's Office did not receive an application or other communication from the American Legion prior to the deadline.

FINANCIAL CONSIDERATIONS

The $1,000 grant was not included in the 2026 budget.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Community Grant_2026_American Legion_Redacted

Town of Firestone 2026 Community Grant Application

For funds to support community programs or events in 2026.

Annually, the Board of Trustees provides a way for qualifying community organizations to receive a grant from the Town of Firestone for financial support of projects, programs, and events that provide a public benefit for the Town of Firestone and its residents.

For more information about this program, please visit https://www.firestoneco.gov/1866/Community-Grants-to-Organizations.

For 2026, this application will be open from July 7, 2025 to July 31, 2025.

APPLICANT CONTACT INFORMATION

Name of Organization:	Sam DiPaolo American Legion Post 1985
Tax ID#:	98301610
Contact Name:	Sally janich
Contact Phone:	3039955034
Contact Email Address:	sally.janich@gmail.com

EVENT/ACTIVITY DETAILS

Event/Activity Name:	American 250th Birthday Celebrating America on 4th of July
Event/Activity Date:	07/04/2026
Event/Activity Time:	All Day - Breakfast, followed by Events for families - music, vendors, games - Showcasing the contributions by our local Veterans
Expected # of Attendees:	200? Will open to all public of Tr-town area
Event/Activity Description	Morning breakfast at Legion Hall, hosted by auxiliary, offering a delightful start to the day, will be followed by a variety of engaging activities designed to entertain and bring joy to families of all ages. Music, arts and crafts vendors, Variety of food and crafts. Historical booths that document history of American and the many veterans who have serviced our country.
Describe how you will promote or advertise your event or activity for	Newsletter, Flyers, Newspaper, Facebook, Instagram - Chamber of commerce - include all other non-profits to promote and participate.

awareness to the public.	We want to create a family of community for veterans and others
Describe in detail what the grant funds will be used for and how it will benefit Town of Firestone residents, students, or schools.	Used for fees for permits, offer free breakfast and lunches to Veterans of our communities
Is your event or activity open to the public?	Yes
Is your event or activity political or religious in nature?	No
Is your event or activity a fundraiser?	No
Does your event or activity sell sponsorships?	No
Have you received grant funding from the Town of Firestone in the past?	No
List all other sources of funding for the event or activity.	Dinner fundraisers and raffles featuring a variety of items throughout the year.
Amount Requested for the 2026 Community Grant	$1,000.00

APPLICANT SIGNATURE

By my signature below, I acknowledge that I have read and understand the Community Grant Policy.

I make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval of this application, as evidenced by the signature of the Town Clerk below, this application becomes a binding contract between the entity named above and the Town of Firestone.
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- If the Town provides funds, the funds will be used for the purposes set forth above.
- In no event shall the Town's financial responsibility exceed the approved amount.
- The entity named above bears full responsibility for any and all tax consequences of receiving grant funds.
- This application and award of a grant shall be subject to the requirements of the Community Grant Policy.
- There is no agency, employment, joint venture or other such relationship between the parties created by virtue of award of the grant.
- The applicant shall hold harmless, defend and indemnify the Town and its officers, officials, and employees from and against any claim, injury, liability, loss, cost and/or expense or damage, including all costs and reasonable attorney's fees, arising from or alleged to arise from the activity or event.
- If applicable, the applicant shall also complete an External Event Application. An award of a Community Grant does not guarantee that the External Event Application will be approved.
- If applicable, the applicant shall satisfy the Town's insurance requirements.
- The representations made by the applicant in this Application are material terms of the agreement, as is compliance with the requirements of the Community Grant Policy. The Town may cancel this agreement at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or that any provision of the Community Grant Policy has been violated.

Applicant Signature	

Date:	12/28/2025

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.e **Consent Agenda** **Meeting Date:** March 18, 2026 **Initiated By:** Nate Haasis **Department:** Engineering & Utilities

AGENDA ITEM

Resolution 26-25: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLLIERS ENGINEERING & DESIGN, INC. FOR CERTAIN PROFESSIONAL SERVICES FOR THE TOWN OF FIRESTONE ARCGIS ESRI UTILITY NETWORK MIGRATION AND IMPLEMENTATION PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 26-25, approving a professional services agreement with Colliers Engineering & Design and authorizing the expenditure of funds.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution 26-25.
Approval with Conditions: The Board moves to approve the Resolution 26-25, listing the Board's conditions.
Denial: The Board moves to deny the Resolution 26-25.
No Action: The Board provides staff with specific instructions to modify the Resolution 26-25and return at a future date.

SUMMARY

Approval of the proposed agreement will allow Colliers Engineering & Design, Inc. to assist with the migration of the Town's utility infrastructure data from ESRI's legacy Geometric Network to the modern Utility Network platform. ESRI has announced that ArcMap and the ArcGIS Desktop suite will be officially retired on March 1, 2026, at which point software updates and technical support will cease.

To maintain continuity, compatibility, and long-term sustainability of its GIS operations, the Town must complete this migration prior to the retirement of ArcMap. The Utility Network will fully integrate with the Town's existing GIS environment and provide a more advanced, service-based framework for managing connected utility assets.

The proposed scope of work includes the preparation and migration of the Town's existing utility datasets, configuration of the Utility Network data model, validation of migrated assets, and deployment of the system within the Town's enterprise GIS environment. The project will also support future integration with web-based mapping applications, mobile field data collection, and improved asset management workflows across departments.

FINANCIAL CONSIDERATIONS

The contract is for an amount not to exceed $98,500, which is well within the approved project budget. The Board's adopted 2026 Budget includes $150,000 for this project, well within the budgeted amount.

HISTORY AND PREVIOUS BOARD ACTION

A Request for Proposals (RFP) was issued on December 17, 2025 inviting qualified GIS consultants to submit proposals for services related to the Utility Network migration and implementation. The Town received 21 bids in response to the solicitation. Engineering and Utilities staff reviewed and evaluated the proposals based on qualifications, scope, and cost. Following evaluation, Colliers Engineering & Design was determined to be the lowest responsible bidder to provide the required GIS professional services.

BOARD STRATEGIC PLAN IMPACT

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

- Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Reso 26-25 Colliers PSA (ESRI Utility Network Migration and Implementation) - R030926
2. Contract_S2026-9261_Full

RESOLUTION NO. 26-25

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLLIERS ENGINEERING & DESIGN, INC. FOR CERTAIN PROFESSIONAL SERVICES FOR THE TOWN OF FIRESTONE ARCGIS ESRI UTILITY NETWORK MIGRATION AND IMPLEMENTATION PROJECT

WHEREAS, the Town of Firestone is in need of professional services to support the ArcGIS ESRI Utility Network Migration and Implementation Project that will replace the deprecated geometric network for the Town's water and stormwater data (the "Project"); and

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

WHEREAS, Town Staff has evaluated the proposals timely submitted in response to the RFP against the specific selection criteria set forth in the RFP, and determines that Colliers Engineering & Design, Inc. ("Colliers") is the most qualified, successful proposer for the RFP, finding that Colliers submitted a proposal not only in compliance with the stated requirements of the RFP but also one that is most advantageous to the Town; and

WHEREAS, Town Staff recommends that Colliers be selected to provide the Project services as the successful Proposer, in addition to having the expertise, qualifications, and experience to provide such services for the Project, and recommends to the Town Board of Trustees that the Town enter into the Professional Services Agreement (as such term is used in the RFP) for the Project with Colliers; and

WHEREAS, the Town Board of Trustees desires to approve selection of Colliers as the successful Proposer (as such term is defined in the RFP), and to enter into an agreement with Colliers to provide the design and preconstruction services as described in the Professional Services Agreement, attached hereto as **Exhibit A**.

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

Section 1. The Town Board of Trustees selects and awards Colliers Engineering & Design, Inc. as the successful Proposer for the Project.

Section 2. The Professional Services Agreement between the Town of Firestone and Colliers Engineering & Design, Inc. for Professional Services in connection with the ArcGIS ESRI Utility Network Migration and Implementation Project 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 18th day of March, 2026.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac, Jr., Mayor

ATTEST:

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A
[Colliers Engineering & Design, Inc. Professional Services Agreement]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2026 (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 Colliers Engineering & Design, an independent Contractor with a principal place of business at 365 Inverness Pkwy, Ste 100, Englewood, CO 80112 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **ArcGIS ESRI Utility Network Migration and Implementation (S2026-9261)**

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 Consultant, the Town shall pay Consultant based upon services rendered and billed in accordance with the rate schedule

attached hereto as **Exhibit B**, but in no event shall the total compensation exceed $98,500.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

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

B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor . Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
    1. Worker's Compensation insurance as required by law.
    2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, property damage, personal injury (including coverage for contractual and employee acts), contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
    3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees Contractor shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

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

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

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

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, firstclass United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac, Mayor

ATTEST:

_____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

CONTRACTOR:

By: _____

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:

TASK 1 – Software and Data Management Review

- Review and understand the Town's existing GIS architecture, including:
    - Current GIS datasets and their functions/management
    - ESRI licensing
    - Software/Platforms in use
    - Evaluation of current ArcGIS Pro, ArcGIS Online, Enterprise, and Portal usage
- Determine a Migration Pattern, such as:
    - Simple, Basic or Advanced.
    - File Structure and data management practices
    - Determine Asset Package

TASK 2 – Source Data Preparation

- **Source Data Preparation**, such as:
    - Inventory Source Data
    - Data Reviewer Quality Checks
    - Assist in Cleaning Source Data
    - Attribute Checks
    - Geometry Checks
    - Assist in Removing Duplicate Lines and Devices
    - Assist in Connecting Disconnected Lines and Devices
    - Service Area
    - Tracing Integrity
    - Z value determination
    - Topology Tools
        a. Determine and repair snapping or other issues prior to migration

Schema Preparation, understand:

- Current schema
- Feature dataset match with attributes and domains
- Asset groups and asset and rules and associations

TASK 3 – Utility Network Staging

- Create a Utility Network

- Load asset package to the Utility Network
- Perform General Utility Network Modifications
- Update Domain Network
- Export Utility Network to Asset Package
- Load Test Data
- Create a Utility Network
- Load Industry Asset Package to Utility Network

TASK 4 – Migration

- **Overview**. The consultant will be knowledgeable in ESRI Utility Network migration process including ArcGIS data interoperability extensions and Utility Network migration tools
- **Input Parameters**
  - Source Features
  - Schema Mapper File
  - Assembly Builder
  - Asset Package

- **ArcGIS Online Training for Users**. The consultant will provide training (at the Town's and consultant discretion) to "users" of the technology. Training should target the specific activities or skills required of those users and can be organized across multiple sessions accordingly. Minimum training sessions required are as follows:
  - 1 live-recorded training session for approximately 10 water/sewer staff (at least 1.5 hours).
  - 1 live-recorded training session for approximately 10 public works staff (at least 1.5 hours).
  - 1 video training session for all other users on mobile and office use of ArcGIS Online.
  - Training sessions a-c can be scheduled to take place on the same day. One possible solution for these sessions is to have them primarily take place remotely through a meeting app like Teams or WebEx where they can be recorded; however, at least one team member from the Consultant's staff shall be physically located in the training room with City staff to answer questions that may arise.

TASK 5 – ARCGIS PRO TRAINING

- **ArcGIS Pro Training for Primary GIS Staff**. The consultant will provide in-person or remote training for up to four (2) primary GIS staff to the degree of "training the trainer". GIS staff must reach a competency sufficient to perform their current job functions and those introduced by this migration. GIS staff will be responsible for further training and adoption of ArcGIS Pro for other staff in the future. Training subject matter should include:

- Overview of Key Differences from ArcMap – Licensing, etc
- File Architecture of a Pro Project
- Catalog Pane – Portal, Local, and other data connections
- Publishing Data
- Management and Editing of Web Services
- Domain and Field Editing
- Figure Creation – Layouts, Templates, and Data Frame Elements

TASK 6 – ADDITIONAL SERVICES

To further support the Town of Firestone during adoption period, Consultant will provide additional support/management/troubleshooting services, as requested by the Town. Consultant should provide an estimate based on 160 hours of support, per hourly wage rates provided in fee proposal.

- File Architecture of a Pro Project
- Catalog Pane – Portal, Local, and other data connections
- Publishing Data
- Management and Editing of Web Services
- Domain and Field Editing
- Figure Creation – Layouts, Templates, and Data Frame Elements

Exhibit A

Data Range	Task	Subtask	Team Members	Roles	Total Hours	Total Fee
March 2026	*Task 1 - GIS System Architecture Review and Readiness Assessment*	Kickoff Meeting/Confirm Project Goals Review GIS deployment model Assess ArcGIS Enterprise / Portal Review geodatabase versioning and backups	Andrew Clark / Rob Kriskowski / Kenton Yearick	Project Manager / Enterprise GIS Systems Manager / Enterprise GIS Systems Asst Manager	44	$8,000
April 2026	*Task 2 – GIS Data Review and Migration Planning*	Review Geometric Network datasets Evaluate data completeness/gaps Identify connectivity and geometry issues	Rob Kriskowski / Kenton Yearick / Bridget Burgos	Enterprise GIS Systems Mgr / Enterprise GIS Systems Asst Mgr / GIS Specialist	56	$12,000
May 2026	*Task 3 – Utility Network Configuration*	Prepare UN schema Configure fields, domains, subtypes Establish rules and associations	Bridget Burgos / Rob Kriskowski	GIS Specalist / Enterprise GIS Systems Manager	44	$8,000
June - Sept 2026	*Task 4 – Utility Network Data Migration and Implementation* *Task 4.1 – Validation, Testing, and Quality Assurance*	Map assets to UN Schema - Water Map assets to UN Schema - Stormwater QA/QC - Water QA/QC - Stormwater	Bridget Burgos / Tyler Pursley / Andrew Clark Tyler Pursley / Bridget Burgos / Andrew Clark	GIS Specalist / GIS Analyst / Project Manager GIS Analyst / GIS Specalist / Project Manager	94 94 26 26	$38,000
October - November 2026	*Task 5 – Training and Knowledge Transfer*	Training Preparation Review ArcGIS Pro workflows Town-specific datasets during virtual training Deliver Project Files inc. Training Materials	Rob Kriskowski / Bridget Burgos / Andrew Clark	Enterprise GIS Systems Mgr / GIS Specialist / Project Manager	32	$6,000
ongoing	*Task 6 – Additional Services and Support*	Respond to migration questions Post-implementation support General GIS Consultation and as-needed support Overflow data clean up work from Task 2 Closeout Meeting	All GIS Staff as-needed	All GIS Staff as-needed	160	$26,500
				Totals	**576**	**$98,500**

Exhibit B

Colliers Engineering & Design

Town of Firestone, Weld County, Colorado
Rates are effective January 1, 2026 through December 31, 2026

Technical Staff Rates	
Billing Titles	**Hourly Rates**
Technical Director	210.00
Project Manager	205.00
Senior Project Specialist	200.00
Project Specialist	195.00
Technical Professional	190.00
Technical Specialist	185.00
Specialist	180.00
Senior Data Technician	175.00
Senior Technical Assistant	170.00
Technical Assistant	160.00
Data/Field Technician	145.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	330.00
LSRP (NJ Only)	290.00

Reimbursable Expenses	
General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.70 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.20 / Each
Color Photocopies	2.20 / Each
Document Binding	4.50 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24” x 36” or larger)	95.00 / Each
Primary Plan Set Submission Digital Signature	325.00 / Set
Additional Plan Set Submissions Digital Signature	100.00 / Set
Mileage Reimbursement*	0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.f **Consent Agenda** **Meeting Date:** March 18, 2026 **Initiated By:** Rachel Clyne **Department:** Planning & Development

AGENDA ITEM

Resolution 26-26: 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 DEL CAMINO CENTRAL FILING 3; APPROVING THE C-BT WATER CREDIT PURCHASE AGREEMENT AND SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING 3 SUBDIVISION

RECOMMENDATION

Staff recommends that the Board of Trustees approve Resolution 26-26.

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 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; and was included on the Del Camino Central Filing 2 Final Plat, which was approved by the Board on November 9, 2016.

Most of the site was platted as a single lot, but a portion along the western property line was platted as a Tract for oil and gas company access. The associated wells have since been plugged and abandoned, and the lot are required to be combined prior to development of this area.

The proposed C-BT Water Purchase Agreement allows Gateway North Holdings, LLC to purchase up to 11 C-BT Water Credits from the Town to satisfy water dedication requirements for the final subdivision plat of the property. Town staff determined that there is availability in the Town's water portfolio to allow for this purchase.

FINANCIAL CONSIDERATIONS

Upon execution of the C-BT Water Credit Agreement, Gateway North Holdings, LLC will be obligated to pay the Town $682,000.00 for up to 11 C-BT Water Credits.

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; and was included on the Del Camino Central Filing 2 Final Plat, which was approved by the Board on November 9, 2016.

BOARD STRATEGIC PLAN IMPACT

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

N/A

ATTACHMENTS

1. Resolution 26-26
2. Del Camino Central, Filing No. 3 Final Plat
3. Signed Subdivision Agreement
4. Signed Water Purchase Agreement

RESOLUTION NO. 26-26

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 DEL CAMINO CENTRAL FILING 3; APPROVING THE C-BT WATER CREDIT PURCHASE AGREEMENT AND SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING 3 SUBDIVISION

WHEREAS, Journey Homes. (the "Applicant"), on behalf of Gateway North Holdings LLC ("Owner"), who is the owner of certain real property located within the Town of Firestone, Colorado (the "Property"), has submitted a proposed final subdivision plat for the Property, entitled Del Camino Central Filing No. 3, attached hereto as **Exhibit A** (the "Final Plat"), and a proposed Subdivision Agreement, attached hereto as **Exhibit B** (collectively, the "Application"), all for purposes of developing two multifamily buildings, each consisting of 21 residential dwelling units, totaling 41 dwelling unit, and associated parking area and infrastructure across approximately 3.54 acres, to be known as the Gateway North Multi-Family Apartments Expansion ("Project"); and

WHEREAS, the Final Plat application covers certain lands owned by Owner and more particularly described on Exhibit A, attached hereto ("Applicant's Lands"); and

WHEREAS, Section 13.08.010 of the Firestone Municipal Code ("Code) requires a land developer as a condition precedent to the approval of the subdivision, annexation, re-platting, or the furnishing of water services by the Town to land, to dedicate a certain amount of "water rights" and/or "shares" to the Town sufficient to meet the water demands generated by all of the proposed uses associated with the developer's proposed development; and

WHEREAS, Applicant has submitted, in connection with its Final Plat application, a preliminary determination of the domestic potable water demands for all residential units and buildings to be developed within the Final Plat, together with the irrigation demands for all outdoor irrigation areas on all lots within the Final Plat and all other demands imposed on the Firestone water utility system generated by the proposed Project pursuant to the Code ("Water Projection"); and

WHEREAS, Staff and Applicant have determined the Water Projection for the Final Plat to be 6.19 acre-feet of water; and

WHEREAS, accordingly, Applicant must dedicate, convey and deliver to the Town title, free of liens and encumbrances, water rights (which can be in the form of Colorado-Big Thompson ("C-BT") units, direct flow or storage water rights) in the amount of approximately 6.19 acre-feet of raw water for development of the Final Plat, to comply with the water dedication requirements of the Code ("Water Dedication Requirement"), which is based on the Water Projection; and

WHEREAS, in accordance with the Code, Applicant has calculated the number of C-BT units that would be required to be dedicated to the Town to meet the Water Dedication Requirement for the Final Plat to be 11 ("Project C-BT Units"); and

WHEREAS, Applicant has made a request under the Code to allow it to satisfy the Water Dedication Requirement of 11 Project C-BT Units for the Final Plat through payment of a cash fee-in-lieu of water dedication, in accordance with the Code and pursuant to the terms and conditions set forth in the proposed C-BT water credit purchase agreement, attached hereto as **Exhibit C** ("Water Credit Purchase Agreement"), and in the amount set forth in the proposed Water Credit Purchase Agreement ("Water Dedication CIL Request"); and

WHEREAS, at its meeting on March 18, 2026, the Board of Trustees reviewed the Application, the Applicant's Water Dedication CIL Request, and the proposed Water Credit Purchase Agreement; and

WHEREAS, after reviewing the Application pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code; and

WHEREAS, the Board of Trustees believes it is in the best interest of the Town and its citizens to approve the Del Camino Central Filing No. 3 Subdivision Development Agreement and to accept financial guarantees for improvements to be constructed by the Applicant; and

WHEREAS, the Board of Trustees further finds the acceptance of the 11 Project C-BT Units to satisfy the Water Dedication Requirement and the approval of the Applicant's Water Dedication CIL Request for the Final Plat to be in the best interests of the Town.

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 Del Camino Central Filing No. 3 Final Plat, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

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

(b) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, legal notice and legal review, and recording fees.

Section 3. The Del Camino Central Filing No. 3 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 Interim 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 Del Camino Central Filing No. 3 Final Plat 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 accepts the Applicant's Water Dedication CIL Request, approves the accompanying Water Credit Purchase Agreement, and the Mayor is authorized to execute such agreement on behalf of the Town, subject to the following terms and conditions:

(a) **True-Up**. Applicant acknowledges and agrees the Water Dedication Requirement is premised upon the Water Projection, and that Firestone shall at all times have the right to require additional dedication of water rights if actual consumption exceeds the Water Projection, or if Applicant changes or expands the use of Applicant's Lands that would affect the Water Projection and Water Dedication Requirement.

(b) **Excess.** In the event the Applicant's Lands are developed in a manner such that the Water Dedication Requirement exceeds the ultimate water usage that is actually needed to serve the Project when completed ("**Excess Water**"), then Applicant has the option of: a) receiving a credit in an amount equal to the Excess Water and then applying it towards a separate property within Firestone's municipal boundary to offset compliance with the water dedication requirements under the Code; or b) accepting an offer from the Town to reimburse Applicant for the direct costs incurred by Applicant in acquiring the Excess Water, valued at the time Applicant paid for such water rights and measured on a $ per share or per unit basis.

(c) **Shortfall.** Applicant or any successor-in-interest or successor owner of Applicant's Lands shall dedicate additional water rights in amount equal to the net increase in demand on Firestone's water utility system generated by actual consumption, a change in use, or the expansion, redevelopment or modification of an existing development on Applicant's Lands. The amount of additional dedication shall be based on the new service to be furnished and the amount of

water required:(a) to make up any shortfall between the Water Projection and the actual, annual water demands for the existing use; or (b) for the new use or addition to the Applicant's Lands as compared to the actual use of and demand on the water utility system produced by the existing use or development.

Section 8. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Del Camino Central Filing No. 3 Final Plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A
Del Camino Central Filing 3
Final Plat

EXHIBIT B
Del Camino Central Filing 3
Subdivision Development Agreement

EXHIBIT C
Del Camino Central Filing 3
Water Dedication Agreement

DEL CAMINO CENTRAL, FILING NO. 3

Being a Replat of Lot 1, Block 1 & Tract E, Del Camino Central, Filing No. 2,
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
1 Lot, 19.879 Acres

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that the under signed, Gateway North Holdings, LLC, and Gateway North Holdings II, LLC being the Owners, of the land shown in this Final Plat and described as follows:

Lot 1, Block 1, and Tract E, Del Camino Central, Filing No. 2 as recorded August 4, 2017 at Reception No. 4324356 of the records of the Weld County Clerk & Recorder, Town of Firestone, County of Weld, State of Colorado.

Have laid out, subdivided and platted said land as per drawing hereon contained under the name and style of DEL CAMINO CENTRAL, FILING NO. 3, 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 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 utility 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 work 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, Colorado, and that any item so constructed or installed when accepted by the Town of Firestone, Colorado shall become the sole property of the Town of Firestone, Colorado, except private roadway curbs, gutter and pavement and items owned by municipality franchised utilities, other serving public entities, which when constructed or installed shall remain and/or become the property of such municipally franchised utilities, other serving public entities and shall not become the property of the Town of Firestone, Colorado.

In witness whereof, we have hereunto set our hands and seals this _____ day of _____, 20____.

Owner: Gateway North Holdings, LLC, a Colorado limited liability company

_____

BY: AS:

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____ as _____this _____ day of _____, 20___.

Witness my Hand and Official Seal.

_____
Notary Public
My commission expires: _____.

Owner: Gateway North Holdings II, LLC, a Colorado limited liability company

_____

BY: AS:

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____ as _____this _____ day of _____, 20___.

Witness my Hand and Official Seal.

_____
Notary Public
My commission expires: _____.

TOWN APPROVAL:

This is to certify that the Plat of DEL CAMINO CENTRAL FILING NO. 3 was approved on this ___day of _____, 20_____ by Resolution No. _____, and that the Mayor of the Town of Firestone on behalf of the Town of Firestone, hereby acknowledges said Plat upon which this certificate is endorsed for all purposes indicated hereon. All public dedications shown on this final plat are accepted by the Town, subject to the provision that acceptance does not obligate the Town of Firestone to finance or construct improvements on land or within such easements, except as specifically agreed to by the Board of Trustees.

_____
Mayor

_____
Attest: Town Clerk

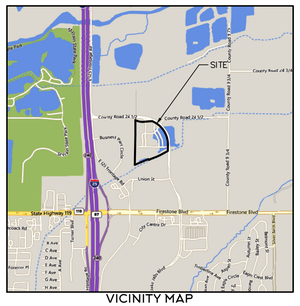
BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

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".

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-HS0821145-416, Amendment No. 1, dated January 5, 2026, as prepared by Heritage Title Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.



VICINITY MAP
SCALE: 1" = 2000'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°16'20"W	29.23'
L2	N00°35'33"E	63.41'
L3	N89°24'27"W	69.83'
L4	N00°20'10"E	91.55'
L5	N86°40'42"E	28.95'
L6	N03°16'20"W	40.88'
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'
L33	S07°42'13"W	23.45'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	46.53'	440.37'	6°03'15"	46.51'	S65°32'53"E
C2	64.12'	440.37'	8°20'35"	64.07'	S72°44'49"E
C3	8.56'	18.00'	27°14'09"	8.48'	S13°01'31"E
C4	26.04'	18.00'	82°53'21"	23.83'	N49°08'53"E
C5	20.98'	18.00'	66°47'05"	19.81'	S56°00'54"E
C6	22.03'	18.00'	70°08'04"	20.68'	N51°36'40"E

TOWN NOTES

1. 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 2. The Town's acceptance of the drainage easements 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.

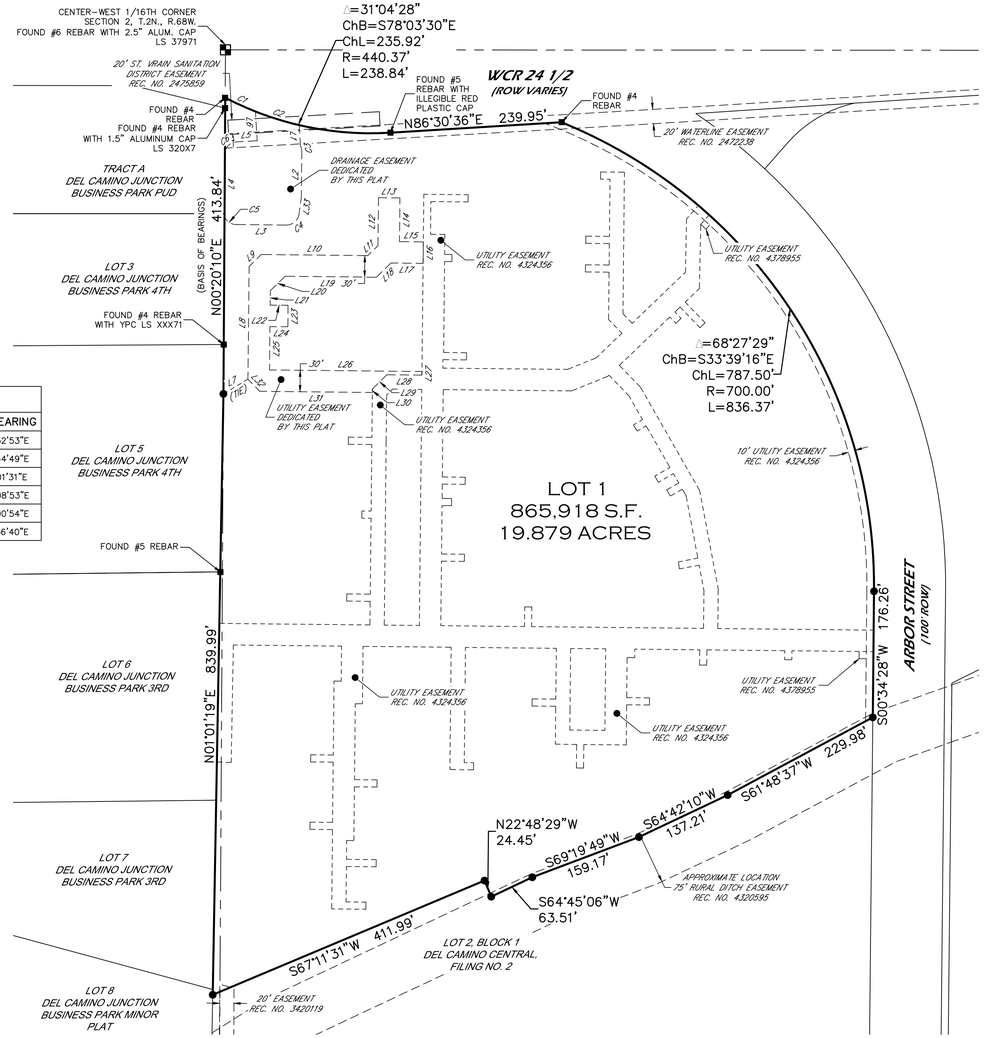
2. The owner(s) of each tract, outlot and lot will maintain any and all grading and approved private drainage improvements or facilities located within their respective lot or outlot. The drainage easements dedicated to the Town across such areas are for access, maintenance and repair services only in 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.

SURVEYOR'S CERTIFICATE:

I, Steven Parks, a licensed Professional Land Surveyor in the State of Colorado, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown and that the forgoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

DRAFT

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

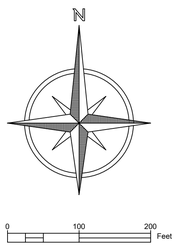


NOTICE

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)

EASEMENT NOTE

1. A blanket easement covers the entirety of Lot 1, Block 1, Del Camino Central, Filing No. 2 per Reception No. 4333006 benefiting Comcast of Colorado IV, LLC.
2. The Access & Utility Easement created by the Easement Agreement in Reception No. 4824832 self extinguishes with this plat action.



LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- SECTION LINE
- ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- SET 24" OF #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--

MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 1111 DIAMOND VALLEY DRIVE #104, WINDSOR, CO 80550

PROJECT NO: 2023420	PROJECT NAME: DEL CAMINO	REVISIONS:	DATE:
DATE: 2-24-2026	CLIENT: JOURNEY HOMES	REDLINES	7-17-24
		REDLINES	9-30-24
DRAWN BY: SIP	FILE NAME: 2023420SUB	REDLINES	1-6-25
		REDLINES	3-21-25
CHECKED BY: SIP	SCALE: 1" = 100'	REDLINES	5-27-25
		REDLINES	11-20-25

1

{DEL CAMINO CENTRAL FILING NO. 3 – GATEWAY NORTH APARTMENTS}
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2026, 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 **GATEWAY NORTH HOLDINGS, LLC, a Colorado limited liability company**, 7251 West 20th Street, L-200, Greeley, CO 80634, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for DEL CAMINO CENTRAL FILING NO. 3 ("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. 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 for the common facilities, and to 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, wastewater, 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 (Public Improvement Permit) from Firestone, as provided in the Code (Firestone Development 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 the general contractor employed by the Owner shall have a Class A license issued 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 for 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 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 Public 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 Owner's 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. Streetlights

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 streetlights shall be installed concurrently with the streets on which they are located. The type of streetlights shall be accepted by Firestone. Streetlights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for streetlights 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, overlot 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 overlot 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, (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, streetlights, 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 above-ground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any above-ground 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 their function or original intent of the facility. This is the preservation,

conservation, keeping in good condition, operating safely and efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging 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 numbers and types of companies, services, and individuals to look after the facility, as well as the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities and 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. 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.

1B

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 for the Town's actual costs. The Owner shall reimburse the Town within sixty (60) days after receipt of written notification of the 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 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, streetlights, 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 Firestone reasonably determines the cost of the Public Improvements and Common Facilities and construction 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 with 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 with 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 oversized 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 regard 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

None.

B. Phasing Map ("Exhibit D")

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

C. Dedication of Parks and Open Space

1. *Neighborhood Park.* Owner shall satisfy the neighborhood park land dedication

requirement of 0.207 acres for the Development ("Neighborhood Park Land Dedication") through payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C ("Neighborhood Park Land Value Fee-in-Lieu"). Owner shall pay the Neighborhood Park Land Value Fee-in-Lieu prior to issuance of the first building permit for the Development.

2. *Community Park.* Owner shall satisfy the community park land dedication requirement of 0.345 acres for the Development through payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C ("Community Park Land Value Fee-in-Lieu"). Owner shall pay the Community Park Land Value Fee-in-Lieu prior to recordation of the Final Plat. Owner shall pay the Neighborhood Park Land Value Fee-in-Lieu prior to issuance of the first building permit for the Development.

3. *Open Space.* Owner shall satisfy the Open Space requirement of 0.966 for the Development through payment of a cash fee-in-lieu of open space dedication, in accordance with Section 16.7.3.C.6 of Title 16 of the Code, and in the amount set forth in Exhibit C (Open Space Fee-in-Lieu"). Owner shall pay the Open Space Fee-in-Lieu prior to issuance of the first building permit for the Development.

D. Installation of Parks, Landscaping and Trails

1. *Arbor Street Sidewalk.* Owner shall design and construct and obtain an award of Initial Acceptance for an 8' wide pedestrian sidewalk ("Sidewalk"), to be installed within either the Arbor Street right-of-way as shown on the Del Camino Central Filing No. 3 Final Plat or separate easement area within the Development, or some combination of both, and in accordance with the approved construction plans, no later than the date the Town issues the first certificate of occupancy for the Development.

a. *Plan Submission and Acceptance.* Owner shall furnish to the Town the required plan review fees and complete construction drawings/documents, plans, and specifications for the Sidewalk, and an engineer's cost estimate or certified Public Improvement Schedule (collectively, the "Sidewalk Plans") by no later than the date the Town issues the first building permit for the Development. The Town shall issue its written acceptance or rejection of the Sidewalk Plans as expeditiously as reasonably possible. Acceptance or rejection shall be based upon the standards and criteria for Standards and Specifications as established by the Town, and the Town shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected, and the Sidewalk Plans shall be resubmitted to and accepted by the Town prior to construction.

2. *Parks.* Because Owner will be satisfying the Neighborhood Park Land Dedication through payment of Neighborhood Park Land Value Fee-in-Lieu in accordance with Section IX.C.2. Owner shall not be required to construct and obtain an award of Initial Acceptance for the Neighborhood Park; instead, Owner shall satisfy such obligation through payment of a cash fee-in-lieu ("Neighborhood Park Construction Fee"), in accordance with Section 16.6.3.B.8 of Title 16 of the

Code and in the amount set forth in Exhibit C. Owner shall pay the Neighborhood Park Construction Fee prior to issuance of the first building permit for the Development.

3. *Landscaping and Trails*. Owner shall design and construct Landscape and Trail Improvements on Lot 1 as shown on the accepted construction plans.

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

Lot 1 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 as the lots are sold to a homeowner.

G. Fencing and Screening

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

H. Utilities

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

I. Water

Water Dedication was determined based on information provided by the applicant. The total amount of CBT water to be dedicated to the Town was calculated based on acres of irrigated landscaping on the site and total estimated domestic (In-Building) demand. The Town shall at all times have the right to require additional water dedication if actual consumption exceeds this calculated estimate. If the Town determines that additional CBT water is to be dedicated, the Lot owner shall provide the water within 30 days of written notice by the Town. The additional dedication shall be based on the Town's then-current water dedication policies.

The Town of Firestone has determined the required CBT dedication to be:

Irrigation Demand: 1.49 AF (Includes 20% Irrigation line loss)

Domestic Demand: 4.70 AF

Total Water Demand: 6.19 AF (11 CBT Shares)

The Total value represents a calculated estimate only and is not to be construed as the actual Water Dedication requirement for all tenant spaces (units) within each building. Accordingly, the calculated estimate may not be sufficient to provide full occupancy of each building or meet all the Water Demands for all desired uses and tenant spaces of each building. More detailed terms pertaining to Owner's satisfaction of the Water Dedication requirement will be set forth in a separate water dedication agreement for the Del Camino Central Filing No. 3 Final Plat between the Town and Owner.

J. Disclosure Statements

None.

1. 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 F") shall be signed by the property owner upon 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 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 and 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, has 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 and 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 foregoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security, and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:	Owner:
Town of Firestone	GATEWAY NORTH HOLDINGS, LLC
Town Manager	Larry S. Buckendorf, Authorized Agent
P.O. Box 100 Firestone, CO 80520	7251 W. 20th St, L-200 Greeley, CO 80634
Keith Martin Widner Juran LLC 13133 East Arapahoe Road, Suite 100 Centennial, CO 80112	Lia Szasz Otis and Bedingfield, LLC 2725 Rocky Mountain Avenue, Suite 300 Loveland, CO 80538

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 of the Property within the Development. The undersigned further warrants that it has 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, sentences, 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:

_____
Keith Martin, Town Attorney

OWNER:
GATEWAY NORTH HOLDINGS, LLC

By: _____
Larry S. Buckendorf

Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 5 day of March, 2026, by Larry S. Buckendorf, as Authorized Agent of GATEWAY NORTH HOLDINGS, LLC.

Witness my hand and official seal.

My commission expires: 1-21-28

(SEAL)

_____
Notary Public

LAIRA ZIEGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964000495
MY COMMISSION EXPIRES 01/21/2028

EXHIBITS LIST

EXHIBIT A – DEL CAMINO CNETRAL FILING NO. 3 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – OIL & GAS DISCLOSURE

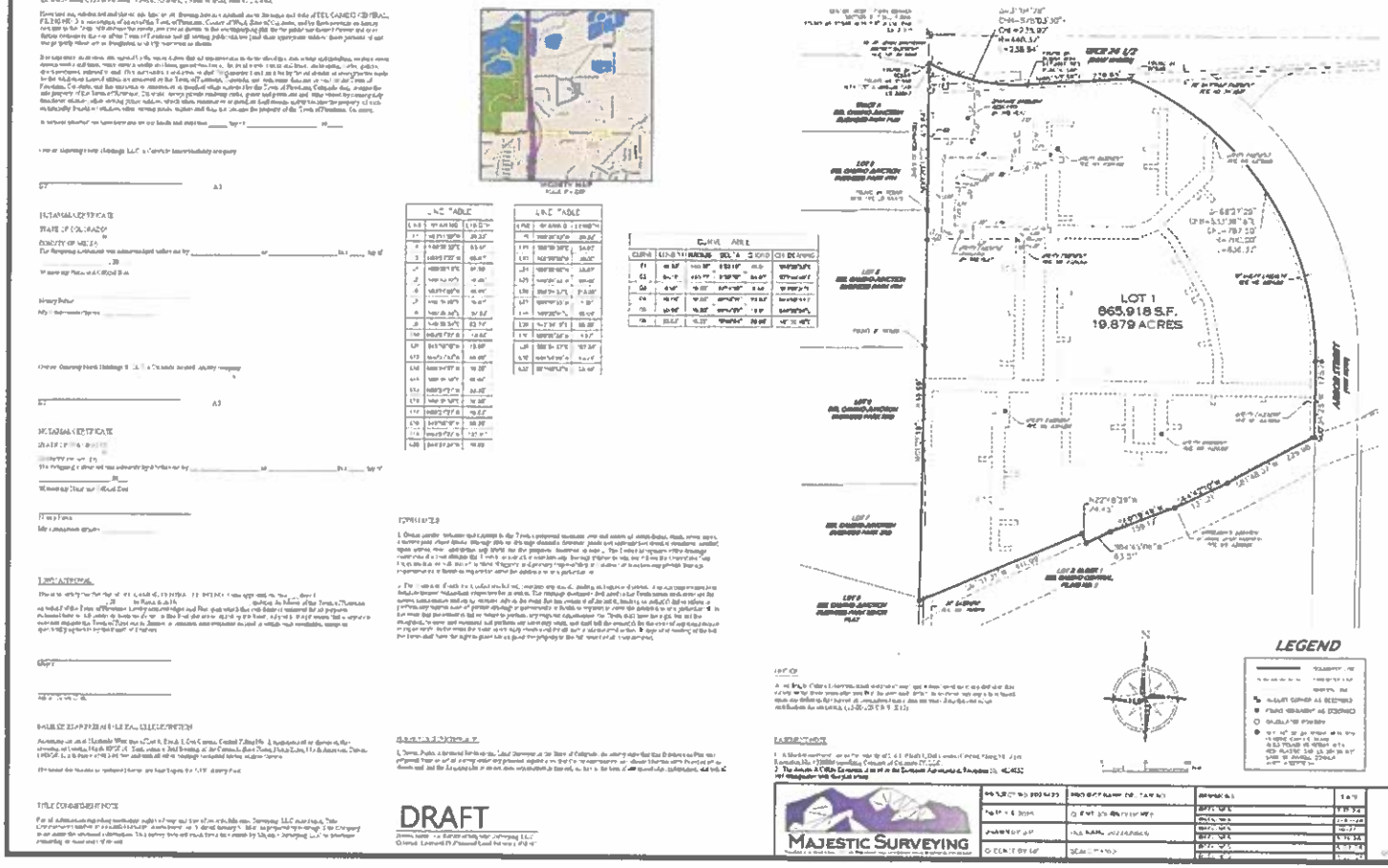
EXHIBIT A

DEL CAMINO CENTRAL FILING NO. 3 FINAL PLAT

DEL CAMINO CENTRAL, FILING NO. 3

Being a Replat of Lot 1, Block 1 & Tract E, Del Camino Central, Filing No. 2, 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

1 Lot, 19.879 Acres



DRAFT

MAJESTIC SURVEYING

EXHIBIT B

PUBLIC IMPROVEMENTS SCHEDULE

AVANT CIVIL GROUP

1337 Riverside Avenue, Suite 2
Fort Collins, CO 80524
Phone: 970-286-7995

Firestone, Colorado

Gateway North MF - Arbor Street Improvements

Engineers Opinion of Cost for Public Improvements

Project Manager: Robbie Lauer *(office) 970-305-3596*
Engineer: Cassandra Ungerman *(office) 970-305-3424*

Estimate Date: 03/02/26

Gateway North - Public Improvements	
Item	Total
WATER MAIN	$96,503.20
STORM MAIN	$24,860.00
CURB & GUTTER, SIDEWALKS, & DRIVES	$128,329.50
ASPHALT - ARBOR STREET	$70,168.50
Sub-total:	$319,861.20
15% Contingency:	$47,979.18
Total:	$367,840.38

Total Construction Costs:	$367,840.38

WATER MAIN	UNIT	QUANTITY	UNIT COST	EXTENDED
8" Wet Tap	EA	3.0	$3,500.00	$10,500.00
8" Water Main	LF	620.0	$71.59	$44,385.80
8" Water Valves	EA	6.0	$3,779.59	$22,677.54
8" Horizontal Bends	EA	6.0	$916.96	$5,501.76
8" Fittings	EA	2.0	$1,552.56	$3,105.12
Fire Hydrant Assembly	EA	1.0	$10,332.98	$10,332.98
			Subtotal:	$96,503.20

STORM MAIN	UNIT	QUANTITY	UNIT COST	EXTENDED
15" RCP	LF	138	$120.00	$16,560.00
15" FES	EA	1.0	$4,200.00	$4,200.00
4' DIA Manhole	EA	1.0	$4,100.00	$4,100.00
			Subtotal:	$24,860.00

CURB & GUTTER, SIDEWALKS, & DRIVES	UNIT	QUANTITY	UNIT COST	EXTENDED
30" Curb & Gutter	LF	1,235.0	$32.50	$40,137.50
8' Sidewalk	LF	1,396.0	$52.00	$72,592.00
8' H/C Ramp	EA	6.0	$2,600.00	$15,600.00
			Subtotal:	$128,329.50

ASPHALT - ARBOR STREET	UNIT	QUANTITY	UNIT COST	EXTENDED
11" - ABC/6.4" HMA	SY	1,509.0	$46.50	$70,168.50
			Subtotal:	$70,168.50

I hereby attest that the quantities listed above were prepared by me, or under my direct supervision, and accurately represent the construction quantities for improvements proposed on the final construction documents for the above referenced project.

Registered Professional Engineer

3/2/2026
Date

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

Reimbursements due Owner:

1. N/A

Reimbursements due Firestone:

1. N/A

Reimbursements due Others:

1. N/A

Fee In Lieu due Firestone:

1. N/A

EXHIBIT D

PHASING PLAN

NONE

EXHIBIT E

LANDSCAPE MAINTENANCE MAP

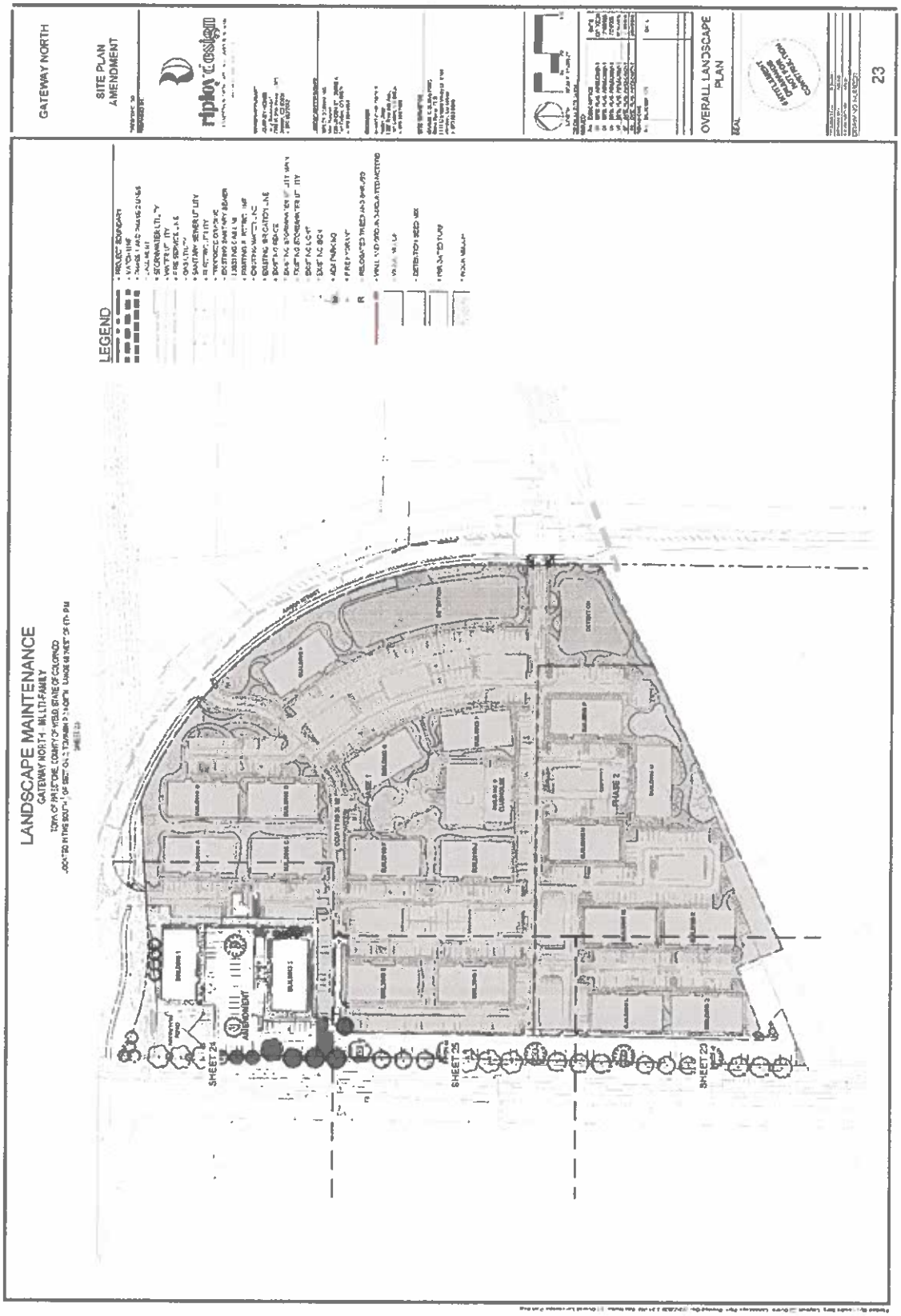

GATEWAY NORTH
SITE PLAN AMENDMENT
OVERALL LANDSCAPE PLAN
23
LEGEND
LANDSCAPE MAINTENANCE
GATEWAY NORTH - MULTI-FAMILY
SHEET 24
SHEET 25
SHEET 23

EXHIBIT F

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 ____, DEL CAMINO CENTRAL FILING NO. 3, 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 DEL CAMINO CENTRAL FILING NO. 3 subdivision plat(s) ("Plat"). The locations of the current and possible future oil and gas wells and related well facilities are identified on the DEL CAMINO CENTRAL FILING NO. 3Final 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 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 DEL CAMINO CENTRAL FILING NO. 3. There may be ongoing oil and gas operation and production of oil and gas within DEL CAMINO CENTRAL FILING NO. 3, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of DEL CAMINO CENTRAL FILING NO. 3. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within DEL CAMINO CENTRAL FILING NO. 3, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising DEL CAMINO CENTRAL FILING NO. 3. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within DEL CAMINO CENTRAL FILING NO. 3and 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 DEL CAMINO CENTRAL FILING NO. 3will 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 DEL CAMINO CENTRAL FILING NO. 3 to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within DEL CAMINO CENTRAL FILING NO. 3.

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 DEL CAMINO CENTRAL FILING NO. 3, assumes 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

C-BT WATER CREDIT PURCHASE AGREEMENT

This Water Credit Purchase Agreement ("Agreement"), made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the Town of Firestone acting by and through its Water Activity Enterprise ("Firestone") and Gateway North Holdings, LLC whose address is 7251 W. 20th Street, L-200, Greeley, CO 80634 ("Buyer");

RECITALS

WHEREAS, the Firestone Municipal Code ("Code") requires land developers to agree to dedicate a certain amount of "water rights" and/or "shares" before annexing new land into Firestone; and

WHEREAS, pursuant to the Code, a land developer must actually dedicate "water rights" and/or "shares" in payment of water connection charges and before recording a subdivision plat and/or before recording a final development plan and/or receiving a building permit; and

WHEREAS, Buyer is a land use applicant who has agreed to dedicate "water rights" and/or "shares" to Firestone pursuant to an Annexation Agreement dated December 11, 1997 ("Annexation Agreement"), and must actually dedicate those "water rights" and/or "shares" prior to recording a final subdivision plat, recording a final development plan or receiving a building permit; and

WHEREAS, Buyer is the owner of certain lands within the Town of Firestone, as more fully described and depicted on Exhibit 1 (the "Property"), which Buyer is seeking to develop; and

WHEREAS, Buyer has need for additional "water rights" and/or "shares" to fulfill Buyer's water dedication requirements for the planned development on the Property; and

WHEREAS, Firestone owns certain water rights, which it has offered to Buyer in the form of C-BT Water Credits to assist Buyer in achieving Buyer's water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the C-BT Water Credits from Firestone as set forth in this Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreement, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.

2. C-BT Water Credits. A "C-BT Water Credit" shall be equivalent to one C-BT unit of water as needed for Buyer's water dedication requirements pursuant to the code. The C-BT Water Credits are derived from water rights, which are currently owned by Firestone. The C-BT Water Credits shall be used solely for Buyer's water dedication requirements as described herein and shall not survive termination of this Agreement by either party.

3. Purchase Price. Buyer agrees to pay the Purchase Price of $682,000.00 for up to 11 C-BT Water Credits purchased. The Purchase Price is due and payable on the Effective Date of this Agreement.

4. Dedication. The C-BT Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, to fulfill the water dedication requirement necessary for Buyer to obtain a final plat or final development plan for the Property.

5. No Assignment. This Agreement shall not be assigned by Buyer without written approval from Firestone. The C-BT Water Credits described herein are non-transferable and may only be assigned due to a sale or conveyance of the Property by Buyer.

6. Refund. If Buyer's final subdivision plat application is denied, or if Buyer withdraws the application before a decision is made by the applicable decision-maker, Firestone acknowledges that Buyer's obligation to dedicate water for the planned development on the Property will terminate. Upon Buyer's request, Firestone shall refund the Purchase Price paid by Buyer for the C-BT Water Credits. To request a refund, Buyer must submit a written request to Firestone confirming that the final subdivision plat application has either been denied or withdrawn. The request must include reasonable documentation evidencing the denial or withdrawal. Upon receipt of a complete request, Firestone shall process the refund and remit payment to Buyer within thirty (30) days.

7. No Third Party Beneficiary Status. Nothing in this Agreement shall be construed as assigning all or any portion of any agreement in which Firestone is a party nor any of the benefits derived therefrom.

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

9. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

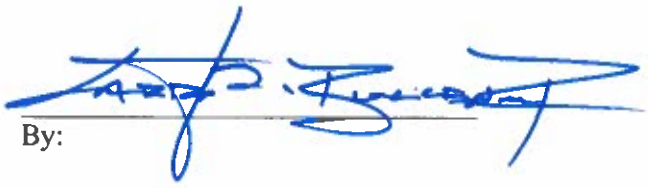
TOWN OF FIRESTONE, acting by and through its Water Activity Enterprise

_____
By:

_____
Print:

_____
Title:

BUYER: Gateway North Holdings, LLC_


By:

Larry S. Buckendorf
Print:

AUTH AGENT
Title:

Exhibit 1

LOT 1
DEL CAMINO CENTRAL FILING NO. 3

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.g **Consent Agenda** **Meeting Date:** March 18, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-28: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE TOWN OF FIRESTONE AND SUPERTREES COLORADO LLC FOR A TREE WATERING SERVICES

RECOMMENDATION

Staff recommends approval of the resolution.

APPROVAL/DENIAL OPTIONS

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

SUMMARY

The Town of Firestone recently planted 100 new trees in parks, streetscapes, and community spaces. The trees planted improve environmental quality, enhance the community's appearance and replace dead or diseased trees.

Because the newly planted trees require regular watering and maintenance to survive and grow properly Town staff determined that additional watering services are needed during the initial growing season. Due to the time-consuming nature of the need, and the current staffing levels it was determined that additional help was needed.

The Town requested quotes from qualified providers and selected SuperTrees Colorado, LLC as the responsive and responsible bidder.

FINANCIAL CONSIDERATIONS

This Contract is for an amount not to exceed $59,415.00 for 35 scheduled waterings of 100 newly planted trees and tree trunk wrapping in preparation for winter. The Capital Improvements Fund will pay for the project, which was included in the 2026 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2025, staff presented the tree replacement program as part of the proposed CIP budget for 2026.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 26-28 Tree Watering Services-SuperTrees Colorado LLC
2. General Services Contract- SuperTrees 2026 (signed) - Watering

RESOLUTION NO. 26-28

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE TOWN OF FIRESTONE AND SUPERTREES COLORADO LLC FOR A TREE WATERING SERVICES

WHEREAS, the Town of Firestone ("Town") has recently planted a number of new trees in public parks, streets, and community spaces to improve environmental quality and urban greenery; and

WHEREAS, newly planted trees require consistent watering and maintenance during their early growth period to ensure survival and healthy development; and

WHEREAS, proper care and watering of these trees will help enhance air quality, provide shade, and contribute to the overall beauty of the community; and

WHEREAS, the Forestry Division has determined that additional tree watering services are necessary during the current growing season; and

WHEREAS, to perform such task, the Town solicited quotes from three qualified providers and selected SuperTrees Colorado, LLC ("SuperTrees") as the responsive and responsible bidder; and

WHEREAS, staff recommends that the Board of Trustees approve the selection of SuperTrees to perform the Tree Water Services.

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

The Agreement for Services between the Town of Firestone and SuperTrees Colorado, LLC for the Agreement for 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 18th day of March, 2026.

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 SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2026 (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 **_SUPERTREES COLORADO LLC_**, an independent contractor with a principal place of business at 5185 Emerson St. Denver, CO 80216("Contractor") and provides services as follows:

I. SCOPE OF SERVICES

A. Contractor shall provide to the Town certain services described in Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference and known as: **Firestone Tree Replacement P2026-9340.** Furthermore, the Contractor shall furnish all labor, equipment, supplies 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.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment or modification to this Agreement. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

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, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay the Contractor a fixed sum not to exceed **$_59,415.00_**. This amount shall include all fees, costs and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

B. The Town will make payment due to the Contractor for compensation for completed services within thirty (30) days after invoices are submitted by the Contractor, which invoice(s) may not be submitted more frequently than monthly. Invoices shall include the basis upon which payment is requested, such as the percentage of the Project completed or actual time, materials and expenses. The Town shall submit invoice disputes, if any, to the Contractor within thirty (30) days for a resolution by mutual consent.

C. Set-Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnification or recoupment.

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 licenses in good standing, required by law. The work performed by Contractor shall be timely and in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors providing the same or similar type of services in the applicable community.

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. Contractor shall at all times comply with all applicable laws, such as the preference for Colorado labor set forth in Art 17 Title 8 C.R.S. and including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

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

1.1. Worker's Compensation insurance as required by law.

1.2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

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 subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or any employee of any subcontractor of Contractor.

IX. 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 U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this 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, attorneys, and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, and 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon the expenditure of the appropriated funds. , shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, epidemic, pandemic, forces of nature, the authority and orders of government or pandemics.

M. Representative Authority. Each person signing this Agreement represents and warrants that they are duly authorized and have the legal capacity to execute the Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONTRACTOR

By: SuperTrees Colorado LLC
David Bourscheidt (David Bourscheidt)
Colorado Manager

State of Colorado)
) ss.
County of Jefferson)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 10 day of March, 2026 by David Bourscheidt as manager of Super trees colorado LLC

My commission expires: 12.27.2027

(Seal)

MARIAH HUNT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194047825
MY COMMISSION EXPIRES DECEMBER 27, 2027

Notary Public

EXHIBIT A
SCOPE OF WORK

Contractor's Duties

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

- Contractor shall water 100 trees identified by the Town, following the agreed upon schedule
- Contractor shall wrap all tree trunks in preparation for winter
- Contractor shall rent and return Town's hydrant meter
- Contractor shall abide by the Town of Firestone's operating hours 7am-7pm

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Contractor shall provide all necessary, labor, vehicles, water tanks, hoses, pumps and safety equipment
- Contractor shall provide tree wrap material
- Contractor shall provide a one-year warranty on trees planted by the contractor and those that are planted in irrigated areas. NOTE: The warranty does not cover non-irrigated trees, vandalized trees, or pest damaged trees.

Schedule
March – 2 applications
April – 2 applications
May – 2 applications
June – 4 applications
July – 4 applications
August – 4 applications
September – 4 applications
October – 4 applications
November – 2 applications
December – 2 applications
5 Floating applications to be used where needed
The schedule may be adjusted as needed due to operational needs or weather conditions, provided both parties agree and the total scope of work remains at thirty-five (35) applications, with twenty (20) hours allocated per application.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 6.a **Proclamation** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Boards and Commissions

AGENDA ITEM
Arbor Day Proclamation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.a **Presentation** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Administration

AGENDA ITEM
2025 Administration Update

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.b **Presentation** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Water & Community Resources

AGENDA ITEM

2025 Water and Community Resources Update

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.:** 8.a **Land Development** **Meeting Date:** March 18, 2026 **Initiated By:** Annika Risser **Department:** Planning & Development

AGENDA ITEM

PUBLIC HEARING: ORDINANCE 1075: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE NEW VISION - JOHNSON RV OUTLINE DEVELOPMENT PLAN

RECOMMENDATION

Town staff recommends that the Board of Trustees approve Ordinance No. 1075, approving the New Vision – Johnson RV Outline Development Plan Amendment No. 1 application with the following condition:

1. All remaining technical corrections to the New Vision – Johnson RV Outline Development Plan Amendment No. 1 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

Since approval of the initial ODP, the Firestone Development Code (FDC) has been updated to reflect the current needs of the Town. The Applicant wishes to construct a building for RV storage, which has triggered this ODP Amendment (ODPA). This ODPA is necessary to bring the property into compliance with the current regulations set forth in the FDC before a Final Development Plan is submitted. The current use of the property will not change with the approval of this ODPA.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The New Vision Annexation was approved on January 13, 2013, through Ordinance No. 815. The New Vision – Johnson RV ODP was approved by the Board of Trustees of the Town of Firestone through Ordinance No. 816 on January 23, 2013, which implemented the zoning district PUD-RC (Regional Commercial). The Town of Firestone Planning and Zoning Commission recommended approval of the ODPA as set forth in PC-26-01 on March 5, 2026.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. ODPA BOT Staff Report
2. Ordinance 1075
3. Applicant's Narrative
4. New Vision - Johnson RV ODPA

Staff Report

New Vision – Johnson RV
Outline Development Plan Amendment No. 1
ODPA-25-029
March 18, 2026

Prepared by the Town of Firestone for the Board of Trustees

GENERAL INFORMATION

Purpose:

This staff report is for the New Vision – Johnson RV Outline Development Plan Amendment No. 1 (ODPA), which is a proposed amendment to the New Vision – Johnson RV O.D.P.

Applicant/Owners:

JCM LLC

17468 W 78th Dr.

Arvada, CO 80007

Andrew D'Ambrosio

830 Dickens St.

Longmont, CO 80501

Owners' Representative:

Permontes Group

625 Main St.

Longmont, CO 80501

Location:

The subject property is located along the East I-25 Frontage Road between Sable Avenue and Firestone Boulevard.

Existing Zoning:

Regional Commercial Planned Unit Development (RC-PUD).

Existing Use:

RV sales, service, and rentals.

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	Weld County Business Commercial Zone District	General RV Dealership
SOUTH	Regional Commercial Planned Unit Development (RC-PUD)	Fowler Kia Automobile Sales and Service
EAST	Regional Commercial Planned Unit Development (RC-PUD)	Century RV Storage

WEST	Weld County Planned Unit Development Mixed Zoning (Business Commercial and Light Industrial)	Vacant, undeveloped

New Vision – Johnson RV ODP History

The New Vision Annexation was approved on January 13, 2013, through Ordinance No. 815. The New Vision – Johnson RV ODP was approved by the Board of Trustees of the Town of Firestone through Ordinance No. 816 on January 23, 2013, which implemented the zoning district PUD-RC (Regional Commercial). The Town of Firestone Planning and Zoning Commission recommended approval of the ODPA as set forth in PC-26-01 on March 5, 2026.

Since approval of the initial ODP, the Firestone Development Code (FDC) has been updated to reflect the current needs of the Town. The Applicant wishes to construct a building for RV storage, which has triggered this ODP Amendment (ODPA). This ODPA is necessary to bring the property into compliance with the current regulations set forth in the FDC before a Final Development Plan is submitted. The current use of the property will not change with the approval of this ODPA.

New Vision – Johnson ODP Amendment Analysis

This New Vision – Johnson ODP Amendment carries over the standards of the Original ODP and includes new standards to bring the property into conformance with modern FDC regulations. Some of the areas addressed include:

- Updated Land Use and Zoning language that specifically allows Recreational Vehicle Sales and Rentals, Recreational Vehicle Service, and Outdoor Recreational Vehicle Storage as permitted uses on this site.
- A statement that the Town of Firestone's Regional Commercial (RC) Zone District Standards shall apply, except where development standards are expressly stated within this ODP Amendment.
- No restrictions regarding minimum distance from the interstate, arterial, and section line roadways for this use.
- Landscaping and Screening requirements will apply to this site as outlined in the FDC.

APPROVAL CRITERIA AND STAFF ANALYSIS

Rezoning Approval Criteria and Staff Analysis:

This Outline Development Plan Amendment application (ODPA-25-029) 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 employment/office. The ODPA is generally consistent with the employment/office 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 continue to be provided to serve the subject property and maintain adequate levels of service to 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. The proposed zoning will not change the current land use.

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 commercial uses in the area.

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 current land use is compatible in scale with uses on other properties in the vicinity of the subject property. The land use will not change as a result of the proposed zoning.

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 in bringing positive growth via commercial development to the Town.

PUD District Approval Criteria and Staff Analysis:

This Outline Development Plan Amendment application (ODPA-25-029) 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 ODP 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 ODP 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 current use is not permitted in any single existing Zoning District established in the FDC due to the site's proximity to Interstate-25. Specifically, the proposed use could not be permitted by any other means, as the Town does not permit Variances of Use. Without the proposed ODPA, the site would continue to operate as a nonconforming use.

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 ODP District Plan establishes permitted uses that are compatible with the existing land uses adjacent to the subject property.

E. The PUD District and the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g., through decreases in building height; through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).

Staff Response: The proposed ODP District Plan does not include any modifications or building form requirements. All future building forms must comply with the Firestone Development Code.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	February 18, 2026
Signs Posted on the Property:	February 13, 2026
Letters to Adjacent Property Owners:	February 11, 2026

PLANNING AND ZONING COMMISSION

After conducting a Public Hearing on the proposed Outline Development Plan Amendment (ODPA) on March 5, 2026, the Planning and Zoning Commission rendered a decision recommending approval of the ODPA as more fully set forth in PC-26-01.

RECOMMENDATIONS

Town staff recommends that the Board of Trustees approve Ordinance No. 1075, approving the New Vision – Johnson RV Outline Development Plan Amendment No. 1 application with the following condition:

a. All remaining technical corrections to the New Vision – Johnson RV Outline Development Plan Amendment No. 1 requested by Town staff shall be made to the Town staff's satisfaction.

ORDINANCE NO. 1075

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE NEW VISION – JOHNSON RV OUTLINE DEVELOPMENT PLAN

WHEREAS, JMC, LLC, (the "Applicant"), who is the owner of certain real property located within the Town of Firestone, Colorado (the "Property"), has submitted an application to amend the existing New Vision – Johnson RV Outline Development Plan, recorded in the Weld County Clerk and Recorder's Office at Reception No. 3924155 (the "Original PUD") as it relates to the zoning of Property; and

WHEREAS, more specifically, the Applicant's proposed amendment would add "recreational vehicle sales, rentals, service, and storage" as a permitted use in the PUD-RC zoning district designation for the Property as established through the Original PUD, subject to certain limitations specified therein, but does not change any height, bulk, landscaping, architectural, or any other development standards of the Original PUD (the "Application"); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed Application on March 5, 2026, rendered a decision recommending approval of the Application, as more fully set forth in PC-26-01; and

WHEREAS, on March 18, 2026, 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-26-01.

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 New Vision – Johnson RV Outline Development Plan Amendment No. 1, attached hereto as **Exhibit A** and incorporated herein by this reference. As it relates to the Property, the New Vision – Johnson RV Outline Development Plan Amendment No. 1 hereby establishes additional uses—namely, recreational vehicle sales, rentals, service, and storage—as permitted uses in the PUD-RC zoning district designation for the Property, subject to certain limitations and, to that extent, modifies and amends the use regulations within underlying PUD-RC zoning classification, as contained in the Original PUD. 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 and throughout the Original PUD, as originally approved,

remain in place and shall remain in full force and effect. In the event of any conflict between New Vision – Johnson RV Outline Development Plan and the New Vision – Johnson RV Outline Development Plan Amendment No. 1, the New Vision – Johnson RV Outline Development Plan Amendment No. 1 shall prevail.

Section 4. 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 5. 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 6. 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 _____, 2026.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A
NEW VISION – JOHNSON RV OUTLINE DEVELOPMENT PLAN AMENDMENT

[SEE FOLLOWING PAGES]

ODP AMENDMENT NARRATIVE

WINDISH RV CENTER ODP AMENDMENT

LOT A, RECORDED EXEMPTION NO. 1313-11-3 RE1717

PROJECT OVERVIEW – FUTURE IMPROVEMENTS:

Windish R V Center is a recreational vehicle sales, rental, service, repair, and storage business situated on a 6.944 acre parcel at 10300 East Interstate 25 Frontage Road (Lot A, Recorded Exemption No. 1313 11 3 RE 1717, recorded July 19, 1995). Windish R V Center plans to expand and upgrade the site with a new building and associated improvements in order to consolidate sales and service operations into one facility. The current business operates from two locations on opposite sides of Interstate 25.

The intention is to remove the small 2,039 square-foot-modular office building and replace it with a newly constructed facility designed to meet current operational and customer service needs. The proposed building is approximately 25,000 square feet, including about 13,750 square feet of service bay area and about 10,000 square feet of showroom and office space facing the Interstate 25 Frontage Road. The site will be reconfigured to improve circulation and functionality while meeting the Town of Firestone development regulations and design standards.

PROJECT NARRATIVE – ODP AMENDMENT:

Town staff has determined that an Outline Development Plan Amendment is required to clearly restate and clarify the land uses that were established and approved under the original Outline Development Plan for the New Vision Johnson R V property. While the original ODP identified recreational vehicle sales, service, and rentals as the intended use, it did not fully describe the range of commercial vehicle related activities that have continuously operated on the site. This amendment is being submitted to provide clear documentation and remove ambiguity for current and future interpretation.

The applicant has updated the Land Use and Zoning Statement to accurately reflect the established commercial vehicle related uses on the property. The existing use for this property is vehicle sales, rental, service, repair, and storage, including recreational vehicles and other motor vehicles. These uses are consistent with the commercial vehicle related use identified in the originally approved ODP and have continued without interruption.

When the property was annexed, it was assigned the Regional Commercial Planned Unit Development (RC P U D) zoning designation to ensure that these established uses could continue without limitation. The P U D overlay was intentionally applied to broaden the permitted uses beyond the standard Regional Commercial zone district and to allow the full range of commercial vehicle related uses to remain permitted on the site.

This ODP Amendment does not propose a zoning change. The purpose of the amendment is to reaffirm and clarify the allowed land uses consistent with the original entitlements and the intent of the RC P U D zoning. This clarification ensures appropriate flexibility for the continued operation of Windish R V Center and for any future commercial vehicle related use permitted under the P U D.

CTB: PG_2017_MONO-COLOR.CTB
PLOT DATE: 2/5/2026 8:26 AM BY: MICKEY LEYBA
DRAWING FILE: Z:\SHARED_327.001 WINDISH RV CENTER_3. ENGINEERING\DRAWINGS\ODP AMENDMENT_327.001 COVER SHEET.DWG

NEW VISION - JOHNSON RV OUTLINE DEVELOPMENT PLAN AMENDMENT NO. 1

LOT A, RECORDED EXEMPTION NO. 1313-11-3 RE-1717, RECORDED JULY 19, 1995 AT RECEPTION NO. 2447218, BEING A PART OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

LEGAL DESCRIPTION:

LOT A, RECORDED EXEMPTION NO. 1313-11-3 RE-1717, RECORDED JULY 19, 1995 AT RECEPTION NO. 2447218, BEING A PART OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THOSE PORTIONS CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY DEEDS RECORDED JANUARY 18, 2001 AT RECEPTION NOS. 2819770 AND 2819771 AND OCTOBER 16, 2003 AT RECEPTION NO. 3117551.

ADDRESS:

10300 EAST INTERSTATE 25 FRONTAGE ROAD
FIRESTONE, COLORADO 80504

BENCHMARK INFORMATION:

NAVD 88 VERTICAL DATUM. PROJECT BENCHMARK: FIRESTONE BM 6, CHISL'D SQUARE ON SOUTH END HEAD WALL OF DITCH CROSSING UNDER I-25, NGVD 29 ELEVATION = 4856.97 FEET, NAVD 88 ELEVATION = 4860.39 FEET. 3.42' CONVERSION CALCULATED PER LONGMONT BENCHMARK 181, CAP IN HEADWALL, ELEVATION = 4927.01 FEET NAVD 88.

SITE BENCHMARK: SW PROPERTY CORNER, FOUND CDOT R.O.W. MONUMENT, ELEVATION 4861.26 FEET.

BASIS OF BEARINGS:

BASED ON NAD 83 COLORADO NORTH STATE PLANE COORDINATES (MODIFIED TO GROUND ELEVATION) AND THE NORTH LINE OF WEIBEL FINAL PLAT, BEARING S89°54'03"E, MONUMENTED BY A FOUND 3" CDOT R.O.W. MONUMENT STAMPED LS 25381 AT THE WEST END AND FOUND #4 REBAR WITH 1" YELLOW PLASTIC CAP (STAMPING ILLEGIBLE) AT THE EAST END, AS SHOWN HEREON.

STATEMENT OF INTENT:

THIS OUTLINE DEVELOPMENT PLAN AMENDMENT MODIFIES THE PREVIOUSLY APPROVED AND RECORDED OUTLINE DEVELOPMENT PLAN FOR THE NEW VISION - JOHNSON RV PROPERTY. THE NEW VISION - JOHNSON RV OUTLINE DEVELOPMENT PLAN AMENDMENT NO. 1 IS AN AMENDMENT TO THE ZONING OF THE PROPERTY. THE INTENT OF THIS ODP AMENDMENT IS TO ADD "RECREATIONAL VEHICLE SALES, RENTALS, SERVICE AND STORAGE" AS A PERMITTED USE IN THE PUD-RC ZONING DISTRICT AS IT RELATES TO THE PROPERTY, SUBJECT TO CERTAIN LIMITATIONS AS SPECIFIED BELOW. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, NO CHANGES ARE PROPOSED TO THE HEIGHT, BULK, LANDSCAPING, ARCHITECTURAL, OR ANY OTHER DEVELOPMENT STANDARDS OF THE NEW VISION - JOHNSON RV ODP RECORDED AT RECEPTION #3924155 AS IT RELATES TO THE PROPERTY.

AMENDMENTS TO NEW VISION - JOHNSON RV ODP:

1. THE LAND USE AND ZONING SECTION OF THE NEW VISION - JOHNSON RV ODP IS HEREBY AMENDED TO READ AS FOLLOWS:

   ZONING: RC (REGIONAL COMMERCIAL) / PUD

   PERMITTED USES: THE PERMITTED USES FOR RC SET FORTH IN TABLE 3-1 OF THE FDC ARE APPLICABLE IN THIS PUD, UNLESS OTHERWISE PERMITTED HEREIN AS FOLLOWS:
   A. RECREATIONAL VEHICLE SALES AND RENTALS.
   B. RECREATIONAL VEHICLE SERVICE. ALL RV SERVICE AND REPAIR OPERATIONS SHALL BE WHOLLY CONTAINED WITHIN A BUILDING.
   C. OUTDOOR RECREATIONAL VEHICLE STORAGE.

   ACCESSORY USES: ALL ACCESSORY USES IN CONJUNCTION WITH THE PRINCIPAL USES ALLOWED HEREIN.

2. THE COVER SHEET OF THE NEW VISION - JOHNSON RV ODP IS HEREBY AMENDED BY THE ADDITION OF A NEW SECTION, TO READ AS FOLLOWS:

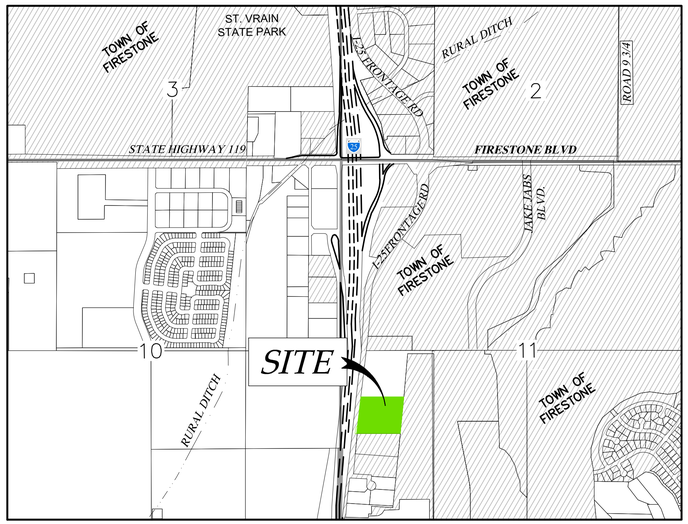
   GENERAL DEVELOPMENT REGULATIONS:
   EXCEPT WHERE DEVELOPMENT STANDARDS ARE EXPRESSLY STATED WITHIN THIS ODP AMENDMENT, THE TOWN OF FIRESTONE'S REGIONAL COMMERCIAL (RC) ZONE DISTRICT STANDARDS SHALL APPLY.

3. THE COVER SHEET OF THE NEW VISION - JOHNSON RV ODP IS HEREBY AMENDED BY THE ADDITION OF A NEW SECTION, TO READ AS FOLLOWS:

   NO RESTRICTIONS REGARDING MINIMUM DISTANCE FROM THE INTERSTATE, ARTERIAL, AND SECTION LINE ROADWAYS.

4. THE COVER SHEET OF THE NEW VISION - JOHNSON RV ODP IS HEREBY AMENDED BY THE ADDITION OF A NEW SECTION, TO READ AS FOLLOWS

   LANDSCAPING AND SCREENING REQUIREMENTS:
   A. FOR LANDSCAPING, SEE SECTIONS 16.6.6.E. AND F. OF THE FDC.
   B. FOR SCREENING OF OUTDOOR STORAGE, SEE SECTION 16.6.4.G OF THE FDC.



NORTH

PROJECT VICINITY MAP

SCALE: 1"= 1000'

SHEET INDEX

SHEET NO.	DWG NO.	TITLE
1	C1	COVER SHEET
2	C2	PLAN SHEET

TOWN APPROVAL:

APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO THIS

_____ DAY OF _____, 20_____ BY

ORDINANCE NO. _____.

_____ MAYOR

_____ ATTEST: TOWN CLERK

ACCEPTANCE:

BY SIGNING THIS ODP AMENDMENT, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL OF THE REQUIREMENTS AND INTENT SET FORTH HEREIN.

OWNER:

JMC, LLC

_____ MANAGER OF JMC, LLC

ANDREW D'AMBROSIO

_____ ANDREW D'AMBROSIO

STATE OF COLORADO)
)SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF _____, 20___ BY _____ AS MANAGER OFJMC,LLC A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

_____ NOTARY PUBLIC

_____ MY COMMISSION EXPIRES:

APPLICANT:

WINDISH RV CENTER
11225 W 6TH AVENUE
LAKEWOOD, CO 80215
CSHAW@WINDISHRV.COM
(303) 274-9009 TEL
CONTACT: COREY SHAW

OWNER:

ANDREW D'AMBROSIO & JMC,LLC
830 DICKENS CT
LONGMONT, CO 80501
DAMBROSIOANDY@GMAIL.COM
(303) 570-6257 TEL
CONTACT: ANDREW D'AMBROSIO

GEOTECHNICAL:

A.G. WASSENAAR, INC.
3211 SOUTH ZUNI ST
ENGLEWOOD, CO 80110
(303) 759-8100 TEL
CONTACT: KEITH E. ASAY

PLANNING/ENGINEERING:

PERMONTES GROUP, INC.
1715 IRON HORSE DR., UNIT 220
LONGMONT, CO 80501
(720) 684-4981 TEL
CONTACT: MICKEY LEYBA

SURVEYOR:

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80112
RHARRIS@GILLIANSLC.COM
(303) 972-6640 TEL
CONTACT: ROB HARRIS

REVISION BLOCK

REV.	DATE	DESCRIPTION
1	02/05/26	1ST REVIEW COMMENTS

UNCC UTILITY NOTIFICATION CENTER OF COLORADO
811 Know what's Below. Call before you dig

permontesgroup
1715 Iron Horse Drive, Unit 220
Longmont, CO 80501
T.: (720) 684-4981
www.permontesgroup.com

PREPARED FOR: WINDISH RV CENTER

SHEET TITLE: NEW VISION - JOHNSON RV ODP AMENDMENT COVER SHEET

DESIGNED BY:	PGI
DRAWN BY:	PGI
CHECKED BY:	ML/TD
APPROVED BY:	ML/TD
PROJECT NO.:	327.001
DATE:	11/24/2025
SCALE:	AS SHOWN

FIRESTONE INFORMATION BLOCK

ODP AMENDMENT

COVER SHEET

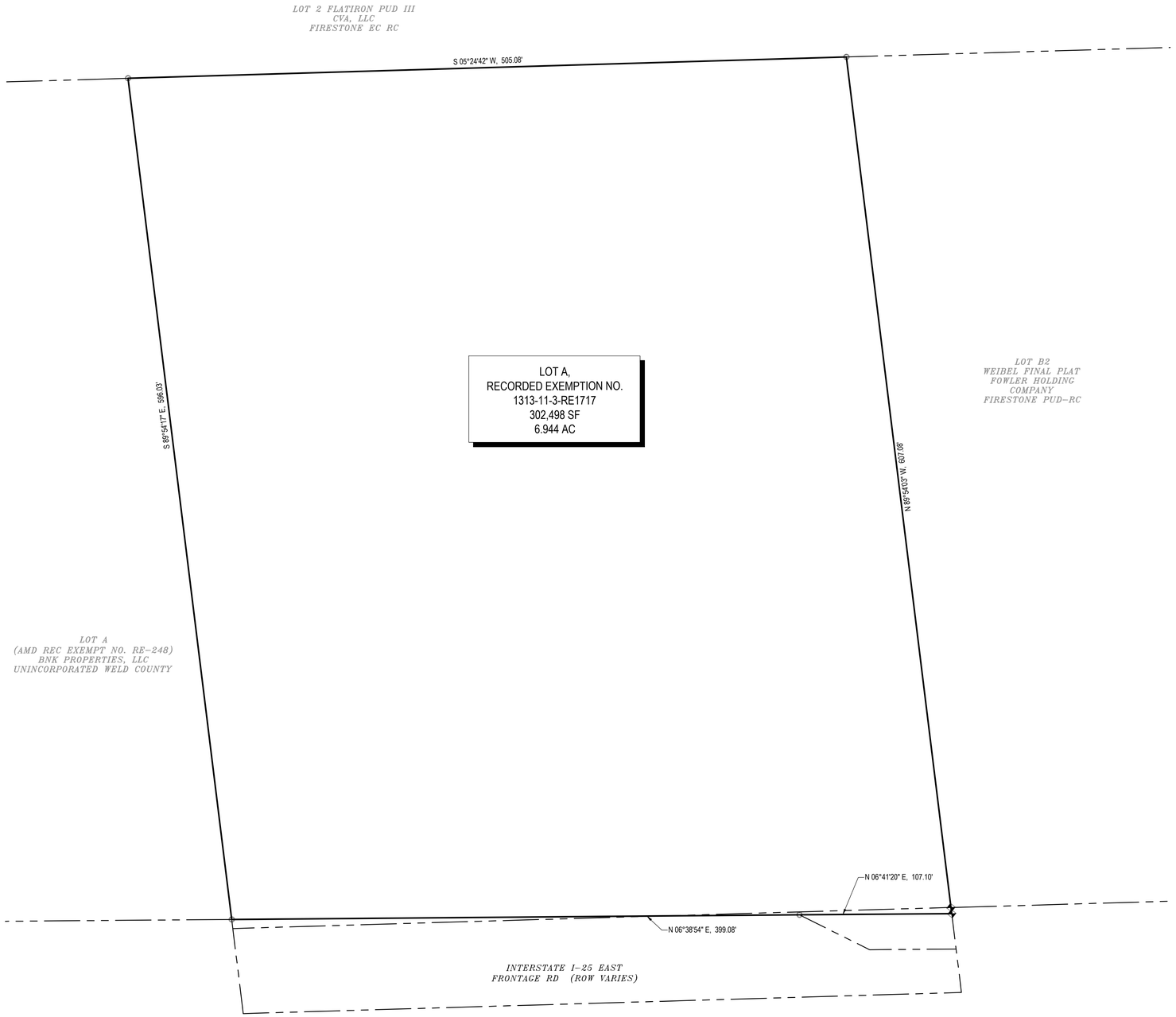
Name of Submittal:	NEW VISION - JOHNSON RV
Type of Submittal:	ODP AMENDMENT
Filing Number:	N/A
Preparation Date:	11/24/25
Revisions Date:	02/05/26
Revisions Date:	
Revisions Date:	
Revisions Date:	
Revisions Date:	

SHEET 1 of 2

C1

SHEET 1 OF 2

PLOT DATE: 2/5/2026 8:19 AM BY: MICKEY LEYBA CTB: PG_2017_MONO-COLOR.CTB



N

0 40' 80'

SCALE: 1" = 40'

FIRESTONE INFORMATION BLOCK	
ODP AMENDMENT	
PLAN SHEET	
Name of Submittal:	NEW VISION - JOHNSON RV
Type of Submittal:	ODP AMENDMENT
Filing Number:	N/A
Preparation Date:	11/24/25
Revisions Date:	02/05/26
Revisions Date:	
Revisions Date:	
Revisions Date:	
Revisions Date:	

SHEET 2 of 2

REV.	DATE	DESCRIPTION
1	02/05/26	1ST REVIEW COMMENTS

REVISION BLOCK

UNCC UTILITY NOTIFICATION CENTER OF COLORADO
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PREPARED FOR: WINDISH RV CENTER

SHEET TITLE: NEW VISION - JOHNSON RV
ODP AMENDMENT
PLAN SHEET

DESIGNED BY:	PGI
DRAWN BY:	PGI
CHECKED BY:	ML/TD
APPROVED BY:	ML/TD
PROJECT NO.:	327.001
DATE:	11/24/2025
SCALE:	AS SHOWN

C2

SHEET 2 OF 2

DRAWING FILE: Z:\SHARED\327.001 WINDISH RV CENTER\3. ENGINEERING\DRAWINGS\ODP AMENDMENT\327.001 PLAN SHEET.DWG

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 9.a **Discussion/Action** **Meeting Date:** March 18, 2026 **Initiated By:** Ivy Pitts **Department:** Administration

AGENDA ITEM

Resolution 26-22: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES

RECOMMENDATION

Staff recommends approval of the 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. Denial would impact Resolutions 26-23 and 26-24.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed Amendment includes the following updates to the Town's Agreement with Via Mobility Services for Transportation Services.

1. Agreement term extended to March 18, 2027
2. Hourly rate updated to $100/hour
3. Statement of Work updated resident eligibility to include youth riders with a disability and low-income residents
4. Service Area updated to include Frederick residents, in addition to Firestone and Dacono residents. Frederick will reimburse Firestone for their share of rides, per a separate Reimbursement Agreement.

FINANCIAL CONSIDERATIONS

The 2026 budget includes $165,600.

HISTORY AND PREVIOUS BOARD ACTION

The Board passed Resolution 25-35, approving the current agreement with Via on March 26, 2025.

Transportation service to Firestone Residents with Via Mobility began in 2020 and was expanded in 2021 with grant funding. Service was temporarily expanded again between July and December 2024 with grant funding acquired by Via.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 26-22 - Amend Via Agreement
2. Firestone-Via Mobility_Transportation Services Agreement_Amendment 1_2026_Via Signed

RESOLUTION NO. 26-22

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES

WHEREAS, on March 1, 2025, the Town of Firestone ("Town") and Via Mobility Services ("Via") entered into that certain Transportation Services Agreement ("Agreement") to provide transportation services to eligible residents within a defined service area; and

WHEREAS, Via has notified the Town of an increase to its Rate Per Service Hour; and

WHEREAS, the Parties desire to amend the Agreement to include service to residents of the Town of Frederick; and

WHEREAS, the Parties also desire to amend the Agreement to allow service to youth residents with a disability and residents within a household that has an income below 80% of the Area Median Income for Weld County based on the number of members in the household; and

WHEREAS, the Board of Trustees finds that Via's service is of public benefit as it provides transportation services for those eligible residents in need of such services.

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

The First Amendment to Transportation Services Agreement between the Town of Firestone and Via Mobility Services is hereby 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 amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ____ day of March, 2026.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac Jr, Mayor

ATTEST:

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

FIRST AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS FIRST AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT ("Amendment") is made and entered into this ____ day of _____, 2026, by and between the Town of Firestone (the "Town"), a Statutory Town located in Weld County, State of Colorado and Via Mobility Services ("Via"), a Colorado nonprofit corporation.

WHEREAS, on March 1, 2025, the Town and Via entered into that certain Transportation Services Agreement to provide transportation services to eligible residents within a defined service area (the "Original Agreement"); and

WHEREAS, the Original Agreement has a one-year initial term that expires on March 1, 2026; and

WHEREAS, the parties desire to renew the Original Agreement for an additional year; and

WHEREAS, Via has notified the Town of an increase to its Rate Per Service Hour; and

WHEREAS, the parties desire to amend the Original Agreement to include service to residents of the Town of Frederick; and

WHEREAS, the parties also desire to amend the Agreement to allow service to youth residents with a disability and residents within a household that has an income below 80% of the Area Median Income for Weld County based on the number of members in the household.

NOW, THEREFORE, in consideration it is agreed by and between the parties hereto as follows:

1. Section II (A) of the Original Agreement is hereby amended as follows:

   A. The term of this Agreement shall commence on March 18, 2026, and shall have an initial term of one year. Upon expiration of the initial term, this Agreement shall automatically renew for a period of one year.

2. Exhibit A to the Original Agreement shall be replaced and superseded in its entirety with **Exhibit A**, attached hereto and incorporated into this First Amendment.

3. Exhibit B to the Original Agreement shall be replaced and superseded in its entirety with **Exhibit B**, attached hereto and incorporated into this First Amendment.

4. Exhibit C to the Original Agreement shall be replaced and superseded in its entirety with **Exhibit C**, attached hereto and incorporated into this First Amendment.

IN WITNESS WEHREOF, the parties hereto have caused their duly authorized officials to execute this First Amendment effective as of March 18, 2026.

TOWN OF FIRESTONE, COLORADO

ATTEST:

By: _____
Don Conyac Jr, Mayor

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

VIA MOBILITY SERVICES

By: _____
Frank W. Bruno, CEO

FIRESTONE
COLORADO

EXHIBIT A
STATEMENT OF WORK

1. **TRANSPORTATION SERVICES.** The transportation services that are the subject of this Agreement (referred to as "Via paratransit services" or "VPT service(s)") are defined as Via's driver assisted, door-to-door transportation in a wheelchair-accessible vehicle for eligible residents that can be booked by phone to Via or through Via's online portal and occurs within the service area.

2. **ELIGIBLE RESIDENTS.** Eligible residents are defined as residents of the Town of Firestone, the Town of Frederick, or the City of Dacono, and who meet the following criteria:

    a. Must be 60 years old or older; or
    b. An adult with a disability, permanent or temporary; or
    c. Youth 17 years or younger with a disability, permanent or temporary; or
    d. Reside within a household that has an income of below 80% of the Area Median Income for Weld County based on the number of members in the household; and
    e. Are registered with Via as VPT clients.

    The parties acknowledge that Via's client registration process is based on an honor system, meaning that people may register for VPT services by phone with a Via employee, giving personal information about where they live, their ages, and disability status; Via accepts such information as true and does not verify it. The parties agree that this is an acceptable process for determining eligibility for receiving VPT services. In addition, Firestone, Frederick, or Dacono may make its own assessment of an individual's eligibility and advise Via that a particular Firestone, Frederick, or Dacono resident is or is not eligible for VPT service and Via will decline service to that individual. The parties may re-define who is an eligible resident at any time by amending this Agreement.

3. **SERVICE AREA.** The service area includes the town limits of Firestone, the town limits of Frederick, the city limits of Dacono, and the following destinations located outside of Firestone, Frederick, or Dacono's territorial boundaries:
    a) Those destinations outside of Firestone, Frederick, or Dacono as set forth in Statement of Work **Exhibit B** which is included herein and made part of this Agreement. The parties may adjust the service area at any time by amending this Agreement.

4. **SERVICE DAYS AND TIMES.** Via shall provide VPT service on the following days of the week at the following times:
    a) Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, unless a day falls on a federal holiday.

b) 8 AM to 3:30 PM. The parties agree that Via may schedule rides to begin at either 8 AM or 3:30 PM, with the result that the beginning of the drive time could begin earlier than 8 AM and that a trip may be completed after 3:30 PM.

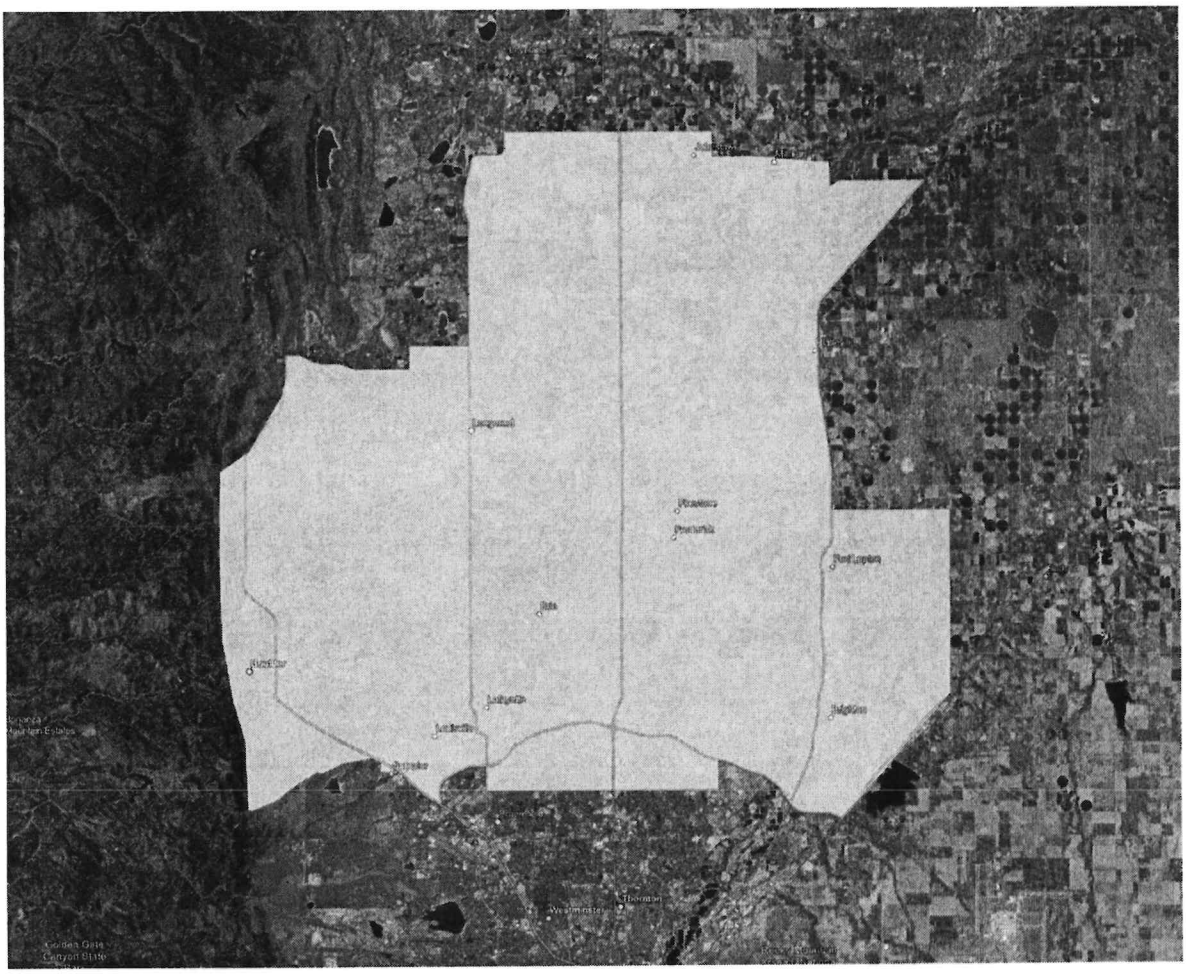
The parties may adjust the service days and times at any time by amending this Agreement.

5. **VEHICLE(S).** Via will provide one wheelchair-accessible vehicle with the capacity for at least six passengers (including up to two passengers in wheelchairs) for the VPT services. Via may replace any vehicle it uses for the VPT service at any time with another vehicle of similar passenger capacity. The parties may change the number and/or passenger capacity of vehicles provided for the service at any time by amending this Agreement.

6. **EMERGENCY SERVICES.** In the event a state of emergency is declared for the Service Area, Firestone, Frederick, or Dacono may request additional services (of the type described in this Agreement or otherwise within the expertise of Via) to be performed by Via. If Firestone, Frederick, or Dacono requests such additional services, Via shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Via shall bill for such services at the rates provided for in this Agreement.

EXHIBIT B
SERVICE AREA

Service Area destinations located outside of Firestone, Frederick, or Dacono's territorial boundaries:



FIRESTONE
COLORADO

EXHIBIT C
RATE(S) AND PAYMENT SCHEDULE
VPT Services

1. **RATE PER SERVICE HOUR.** The parties agree that Via will provide one driver per vehicle. The cost of the VPT service is $100 per service hour for each bus used (see Exhibit A).

a) The Town of Firestone will be responsible for paying Via for services rendered to the City of Dacono and the Town of Frederick, at the rate as described above.

b) The Town of Firestone will seek reimbursement for services utilized by the City of Dacono and Town of Frederick residents.

The service hours include the time each driver assigned to the VPT service spends:

a) Performing the pre-trip vehicle inspection at the facility where the Via vehicle is parked overnight. In general, the vehicle will be kept overnight in Firestone; but in some instances, the vehicle may have to be kept overnight for maintenance work at Via's main facility at 2855 N. 63rd Street, Boulder, CO 80301.
b) Driving the vehicle to the first scheduled pickup in the service area.
c) Taking agreed upon breaks during the VPT service hours.
d) Driving from the last drop-off of the day to the agreed upon overnight parking place, or if needed, to Via's main facility.
e) Performing the post-trip inspection of the vehicle.

2. **INVOICING FOR VPT SERVICES.** Via will invoice Firestone monthly. Invoices are payable within thirty (30) days of receipt.

3. **RIDERSHIP DATA.** Via will provide Firestone with monthly data on each rider and make the following information available upon request for audit:

a) Date of trip.
b) Rider name.
c) Pick-up and Drop-off location.
d) Purpose of ride.
e) Mobility condition of rider.
f) Age of rider.
g) Disabilities – general description.
h) Total number of persons in rider's household.
i) Rider's household income.
j) Ethnicity.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 9.b **Discussion/Action** **Meeting Date:** March 18, 2026 **Initiated By:** Ivy Pitts **Department:** Administration

AGENDA ITEM

Resolution 26-23: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A REIMBURSEMENT AGREEMENT WITH THE TOWN OF FREDERICK REGARDING VIA MOBILITY SERVICES

RECOMMENDATION

Staff recommends approval of the 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. Denial would impact Resolutions 26-22 and 26-24.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed reimbursement agreement outlines Frederick's responsibility to reimburse Firestone for rides taken by Frederick residents under Firestone's transportation services agreement with Via. Frederick will reimburse Firestone monthly for the percentage of rides taken by Frederick residents as compared to the total rides taken.

FINANCIAL CONSIDERATIONS

See Resolution 26-22

HISTORY AND PREVIOUS BOARD ACTION

Resolution 26-22, approving an amendment to the transportation services agreement between Firestone and Via Mobility Services, is being considered by the Board at the current meeting.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 26-23 - Frederick_Reimbursement Agreement
2. Frederick_Via Mobility Reimbursement Agreement_2026-Frederick Approved

RESOLUTION NO. 26-23

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A REIMBURSEMENT AGREEMENT WITH THE TOWN OF FREDERICK REGARDING VIA MOBILITY SERVICES

WHEREAS, the Town of Firestone ("Firestone") entered into a Transportation Services Agreement ("Agreement") with Via Mobility Services ("Via") which provides that Via will transport eligible residents of both Firestone and the Town of Frederick ("Firestone") to locations as agreed upon by Firestone and Via; and

WHEREAS, the Agreement provides that Via shall bill Firestone on a monthly basis and that Firestone shall receive reimbursement from Frederick for transportation services provided to Frederick's residents; and

WHEREAS, Firestone and Frederick propose a Reimbursement Agreement whereby Frederick shall be billed on a monthly basis and be responsible for payment of the percentage of the rides provided to its residents; and

WHEREAS, Firestone and Frederick find that a Reimbursement Agreement is beneficial to both parties as Via provides driver assisted transportation services to eligible residents who are registered with Via for paratransit services.

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

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

INTRODUCED, READ AND ADOPTED this __ day of March 2026.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac Jr. Mayor

ATTEST:

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

AGREEMENT FOR REIMBURSEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the **TOWN OF FIRESTONE** ("Firestone"), a Colorado statutory municipality, and the **TOWN OF FREDERICK** ("Frederick"), a Colorado statutory municipality, for reimbursement of transportation services between the Town of Firestone Colorado and the Town of Frederick Colorado.

WHEREAS, Firestone has entered into a Transportation Services Agreement with Via Mobility, an executed copy of which is attached hereto as Exhibit A, which provides driver assisted, door-to-door transportation in a wheelchair accessible van for persons 60 years of age and older and adult residents of any age with a disability and persons who are registered with Via Mobility for paratransit services; and

WHEREAS, Via Mobility's fee is **$100.00 per service hour**, which includes the services as set forth in Via Mobility's Statement of Work and for which Via Mobility bills Firestone on a monthly basis; and

WHEREAS, The Transportation Services Agreement provides that Frederick's eligible residents may also receive Via Mobility's transportation services and that Firestone will seek reimbursement from Frederick for the costs for such services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS MADE HEREIN, FIRESTONE AND FREDERICK AGREE AS FOLLOWS:

1. Payment Obligation.
   a. Firestone shall upon receipt of its monthly bill from Via Mobility determine what percentage of the rides were provided to Frederick residents and Frederick shall be billed that percentage amount of the total monthly bill.
   b. Firestone shall submit its percentage calculation and the amount due Firestone to Frederick's Finance Department. Upon receipt of an invoice that identifies rides provided to Frederick residents, Frederick shall confirm it agrees the recipients of the rides were Frederick residents and reimburse Firestone for services to Frederick as a percentage of the total monthly service at the contracted rate of $100.00 per hour, based on "total client trips + rider trips" identified on the Via invoice. Frederick will inform Firestone of any discrepancies and, if there are none, payment shall be made in full by Frederick to Firestone within thirty days of receipt of such statement.
   c. If Frederick identifies any discrepancies, the parties will work together in good faith to resolve the same. Frederick shall pay the undisputed amount within thirty days of receipt of the original statement and will promptly pay any disputed amounts upon resolution of such dispute.

2. Miscellaneous.
   (a) Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.
   (b) Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

FIRESTONE

(c) Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

(d) Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

(e) Default/Attorney's Fees: In the event of default of any of the provisions herein, the parties shall pay their own costs, including attorney's fees.

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

(g) Assignment. Neither party may assign or transfer this Agreement or any obligations or duties set forth in this Agreement.

(h) This Agreement shall continue for the term of Firestone's current Transportation Services Agreement with Via Mobility.

(i) Termination. Either party may terminate this Agreement by providing thirty days' written notice to the other party.

(j) Any amendment to Firestone's Transportation Services Agreement shall not be binding upon Frederick until the parties have amended this Agreement to include such amendment.

(k) Effective Date. This Agreement shall be effective on the date upon which it has been executed by both parties.

[SIGNATURE PAGE FOLLOWS]

TOWN OF FIRESTONE

Don Conyac Jr, Mayor

DATE

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

TOWN OF FREDERICK

Tracie Crites, Mayor

DATE

03/04/26

ATTEST:

Tricia David, Town Clerk

APPROVED AS TO FORM:

Jason Meyers, Town Attorney

EXHIBIT A

(attach executed copy of Transportation Services Agreement between Firestone and Via Mobility)

FIRESTONE

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 9.c **Discussion/Action** **Meeting Date:** March 18, 2026 **Initiated By:** Ivy Pitts **Department:** Administration

AGENDA ITEM

Resolution 26-24: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT FOR REIMBURSEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CITY OF DACONO

RECOMMENDATION

Staff recommends approval of the 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. Denial would impact Resolution No. 26-22 and 26-23.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Approval of this resolution will amend the Reimbursement Agreement with the City of Dacono for Via Mobility Transportation Services. There is a need to update the Agreement with Dacono due to the Amendment in order to incorporate changes made in the Firestone-Via Mobility Agreement for Transportation Services.

These changes include: increase the service rate, update rider eligibility criteria, and add Frederick residents to the service.

FINANCIAL CONSIDERATIONS

See Resolution 26-22

HISTORY AND PREVIOUS BOARD ACTION

The Board passed Resolution 25-36 approving the current Reimbursement Agreement with Dacono on March 26, 2025.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 26-24 - Amend Dacono Reimbursement Agreement
2. Dacono_Via Mobility Reimbursement Agreement_Amendment 1_2026

RESOLUTION NO. 26-24

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT FOR REIMBURSEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CITY OF DACONO

WHEREAS, on March 26, 2025, the Town of Firestone ("Firestone") and and the City of Dacono ("Dacono") entered into into an agreement for reimbursement of Transportation Services provided to eligible Dacono residents by Via Mobility Services; and

WHEREAS, Via Mobility Services has notified Firestone of an increase to its Rate Per Service Hour; and

WHEREAS, Firestone and Via Mobility Services have amended the Transportation Services Agreement to include service to residents of the Town of Frederick and expand the eligibility requirements for riders.

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

The First Amendment to the Agreement for Reimbursement between the Town of Firestone and the City of Dacono is hereby 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 amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ____ day of March, 2026.

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac Jr, Mayor

ATTEST:

_____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

FIRST AMENDMENT TO AGREEMENT FOR REIMBURSEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR REIMBURSEMENT ("Amendment") is made and entered into this ____ day of _____, 2026, by and between the Town of Firestone ("Firestone"), a Colorado statutory municipality, and the City of Dacono ("Dacono"), a Colorado home rule municipality, for transportation services.

WHEREAS, on March 26, 2025, Firestone and Dacono entered into an Agreement for Reimbursement for Transportation Services provided to eligible Dacono residents by Via Mobility Services (the "Original Agreement"); and

WHEREAS, Via Mobility Services has notified Firestone of an increase to its Rate Per Service Hour; and

WHEREAS, Firestone and Via Mobility Services have amended the Transportation Services Agreement to include service to residents of the Town of Frederick and expand the eligibility requirements for riders.

NOW, THEREFORE, in consideration it is agreed by and between the parties hereto as follows:

1. Any reference to Via Mobility's contracted rate or fee is hereby amended to $100 per service hour.
2. Exhibit A to the Original Agreement shall be replaced and superseded in its entirety with **Exhibit A**, attached hereto and incorporated into this First Amendment.

IN WITNESS WEHREOF, the parties hereto have caused their duly authorized officials to execute this First Amendment effective as of _____, 2026.

TOWN OF FIRESTONE, COLORADO

ATTEST:

By: _____
Don Conyac Jr, Mayor

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

CITY OF DACONO

By: _____
Jennifer Krieger, City Manager

FIRESTONE
COLORADO

EXHIBIT A

(attach executed copy of Transportation Services Agreement between the Town of Firestone and Via Mobility)

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 9.d **Discussion/Action** **Meeting Date:** March 18, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-29: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT

RECOMMENDATION

Staff recommends approval of the 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

Approval of the proposed resolution will approve an agreement with Altitude Recreation Inc., for the replacement of the playground equipment at Sagebrush Park, located in the Sagebrush subdivision.

The current playground equipment at Sagebrush Park is nearly 20 years old and has reached the end of its useful life, with areas being to rust, materials weakened, and outdated design features.

The new equipment will meet current safety regulations and provide inclusive play opportunities for children of all abilities. By investing in modern, durable, and engaging playground features, we aim to create a vibrant and welcoming space that encourages healthy play, fosters community connection, and serves families for many years to come.

FINANCIAL CONSIDERATIONS

This Contract is for an amount not to exceed $350,000.00 to replace the playground equipment at Sagebrush Park. The Capital Improvements Fund will pay for the project, which was included in the 2026 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2025, staff presented the replacement of the playground equipment as part of the proposed CIP budget for 2026.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-29 Sagebrush Park-Altitude Recreation
2. Sagebrush Construction Contract - Altitude Recreation- notarized
3. Altitude Recreation Proposal

RESOLUTION NO. 26-29

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT

WHEREAS, the Town of Firestone ("Town") is in need of professional construction services for the Sagebrush Park Playground Replacement Project (the "Project"); and

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

WHEREAS, the Town has evaluated the bids submitted in response to the IFB, and finds that Altitude Recreation, Inc. ("Altitude") is the responsible and responsive bidder whose bid is most advantageous to the Town; and

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

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

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

PASSED AND ADOPTED this 18th day of March, 2026.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **ALTITUDE RECREATION**, an independent contractor with a principal place of business at 720 Austin Ave. Suite 200, Erie, Colorado 80516 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Sagebrush Park Playground Replacement (P2026 - 9336)**.

B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. DESIGN PROFESSIONAL

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

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 180 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars ($250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$_350,000.00_** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.

B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.

C. Upon issuing final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

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

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests' provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy.

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

X. INDEMNIFICATION

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

XI. CONTRACT DOCUMENTS

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

A. Exhibit to this Construction Contract:
   Exhibit A: Scope of Work
   Exhibit B: _____.

B. Performance Bond and Labor & Material Payment Bond.

C. Notice of Award.

D. Notice to Proceed.

E. "Specifications" bearing the title: _____.

F. "Drawings" consisting of _____

_____

_____

G. Addendum numbers:

1. Addendum #1: _____.
2. Addendum #2: _____.

H. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

I. Security Addendum

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

XII. CHANGE ORDERS

A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price; and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONTRACTOR

By:

STATE OF COLORADO)

) ss.

COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7th day of March, 2026 by Douglas S. Johannsen as president of Alttitude Recreation

My commission expires: Jan. 18, 2028

(S E A L)

ALEXUS ESPINOZA
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20244002443
MY COMMISSION EXPIRES JAN 18, 2028

Notary Public

FIRESTONE
COLORADO

SCOPE OF WORK

Contractor's Duties

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

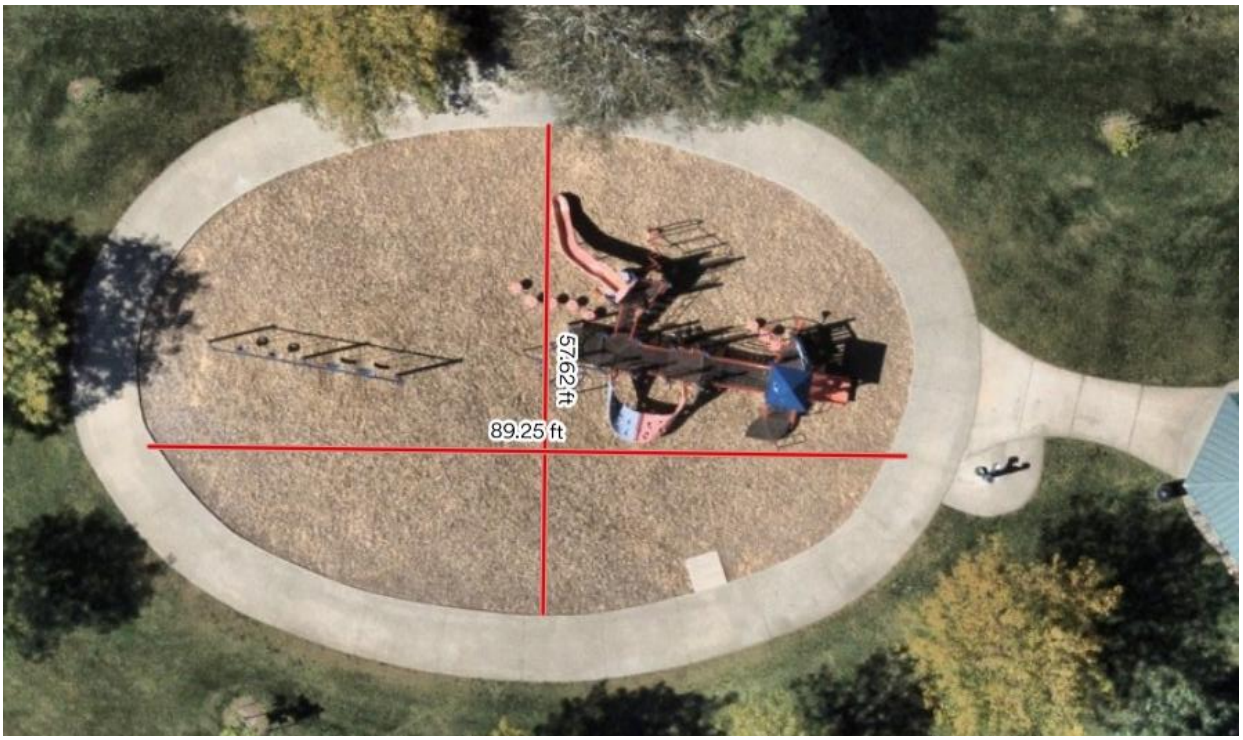
A. Contractor shall:

1. All Site Preparation
    a. Inspection and Evaluation: Inspect the site to assess soil conditions, drainage, and potential hazards.
    b. Clearing and Leveling: Remove debris, vegetation, and obstacles from the area.
2. Grading and Drainage: Ensure proper grading to prevent water pooling and create adequate drainage systems.
3. Equipment Procurement
    a. Compliance with Standards: Verify that the playground equipment meets ASTM, CPSC, or other applicable safety standards for children aged 5-12 years.
    b. Age Appropriateness: Ensure all equipment is suitable for the physical and developmental abilities of 5–12-year-old children.
4. Installation
    a. Foundation Work: Excavate and install necessary foundations, such as concrete footings for anchored equipment.
    b. Assembly of Equipment: Assemble and securely install playground structures per the manufacturer's guidelines.
5. Surface Installation: Install impact-absorbing surfacing, such as poured-in-place rubber, or playground turf, to meet fall height requirements.

B. Contractor's Deliverables

In performance of the duties described above, the Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- New inclusive playground equipment and resurfacing for ages 5-12


57.62 ft
89.25 ft

Proposal for

02-19-2026
Job # 106901-01

SAGEBRUSH PARK PLAYGROUND

ALTITUDE RECREATION

GameTime
A PLAYCORE Company

1-800-235-2440 | gametime.com

NATIONAL DEMONSTRATION SITE NETWORK

NATIONAL DEMONSTRATION SITE

ADVANCING RECREATION THROUGH RESEARCH BASED BEST PRACTICES

PLAYCORE

CORE

Center for Outreach, Research & Education

NATIONAL DEMONSTRATION SITE
7 PRINCIPLES OF INCLUSIVE PLAYGROUND DESIGN®
PRESENTED BY PLAYCORE

NATIONAL DEMONSTRATION SITE
PLAY ON!® PROMOTING PHYSICAL ACTIVITY
PRESENTED BY PLAYCORE

NATIONAL DEMONSTRATION SITE
OUTDOOR ADULT FITNESS PARKS
PRESENTED BY PLAYCORE

NATIONAL DEMONSTRATION SITE
NATUREGROUNDS®
PRESENTED BY PLAYCORE

NATIONAL DEMONSTRATION SITE
PATHWAYS FOR PLAY
PRESENTED BY PLAYCORE

ABOUT THE NETWORK

NATIONAL DEMONSTRATION SITE NETWORK

Recognizing Communities for Turning Research Into Practice

High-quality outdoor play and recreation environments are essential to community health and wellness. Research indicates that when stakeholders are engaged in the planning process, evidence-based design best practices are implemented with the built environment, and supplemental programming is offered to further enhance user experiences, then positive outcomes occur.

PlayCore's Center for Outreach, Research, and Education (CORE) leads the National Demonstration Site (NDS) Network as an important effort to raise national awareness, recognize projects of excellence, and help local communities demonstrate the positive impact they are making on Community Vitality. National Demonstration Sites use comprehensive and validated research to provide a unique way to organize and report the indicators of a vital community.

There are five design best practice programs that help communities turn research into practice. Choose to utilize one or a combination of National Demonstration Site designations to thoughtfully advocate for inclusive play, youth physical activity, adult outdoor fitness, nature play, and playful pathways.

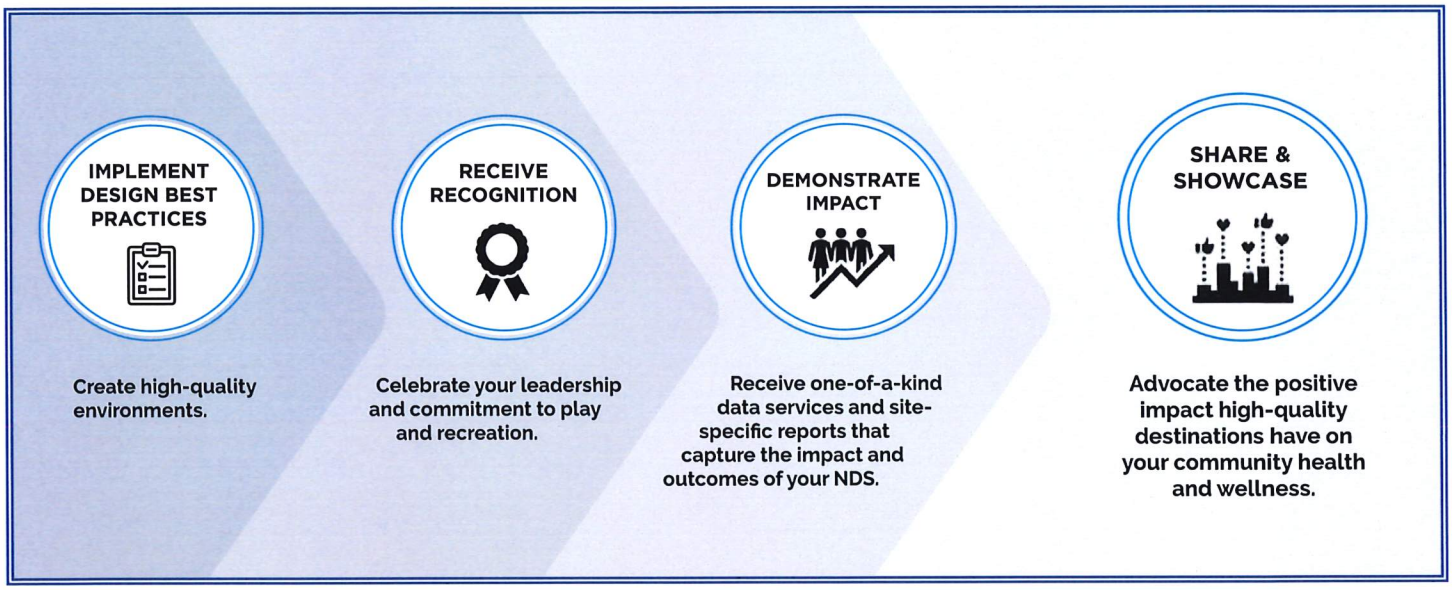
NATIONAL DEMONSTRATION SITE

ADVANCING RECREATION THROUGH RESEARCH BASED BEST PRACTICES

PLAYCORE

OUR UNIQUE APPROACH

Ensure that your community can maximize the value of your investment by implementing scholarly best practice design research to activate play and recreation destinations. With evidence -based best practices to design and implement high-quality play and recreation environments, National Demonstration Sites receive recognition, demonstrate impact through data services and site-specific reports, and are able to share and showcase the impact on community health and wellness.



NATIONAL DEMONSTRATION SITE

ADVANCING RECREATION THROUGH RESEARCH BASED BEST PRACTICES

PLAYCORE

NATIONAL DEMONSTRATION SITE BENEFITS

As part of your commitment to advancing play and recreation, as a National Demonstration Site (NDS), you will receive complimentary benefits, including:

Receive Recognition

Recognition on the **National Demonstration Site Map** (www.playcore.com/NDS/map), an online resource to help others find meaningful play and recreation spaces in their community.

A **Welcome Kit** that includes a National Demonstration Site **project of excellence award** for display and a **Marketing Toolkit** with digital assets to help you promote your site and support data collection.

Demonstrate Impact

A **dedicated portal** provided by the CORE Data Service Lab for your community's site-specific NDS **tools and reports**.

On-site signage with a research QR Code will promote your commitment to best practices and direct visitors to share their experiences and report Community Vitality outcomes.

Share & Showcase

Site-specific Reports provided by CORE Data Service Lab that aggregate local and site-collected data to demonstrate site impact, engagement, and park user sentiments. Each report aligns to the 7 indicators of Community Vitality to provide a holistic view of the health and wellness outcomes your site contributes to the community.

NATIONAL DEMONSTRATION SITE

7 PRINCIPLES OF INCLUSIVE PLAYGROUND DESIGN®

PRESENTED BY

PLAYCORE

Building communities through play & recreation™

Research & Programming
in partnership with:

Emma Eccles Jones College of Education & Human Services
Institute for Disability Research, Policy & Practice
UtahStateUniversity.

INCLUSION

The purpose of PlayCore's comprehensive inclusive play programs and unique design philosophy is to provide high-quality outdoor play experiences for people of all ages and abilities that develop the whole child, address the whole environment, and ultimately, benefit the whole community.

PlayCore is proud of our national partnership with leading experts at the Institute for Disability Research, Policy & Practice of Utah State University which has led to championing thousands of inclusive play initiatives across the world.

Our evidence-based design and programming best practices innovate outdoor environments where both physical and social inclusion can occur. The 7 Principles of Inclusive Playground Design®, is a one-of-a-kind resource to help communities move beyond minimum accessibility guidelines to intentionally create destinations that are more usable, by more people, to the greatest extent possible. These principles are the industry's only evidence-based guidelines that are tailored specifically to address childhood experiences in outdoor play environments.

Inclusive play is our passion and purpose. Together we can turn research into practice and advocate for inclusive, intergenerational play destinations across our nation.

Best Practice Implementation:

- Address local priorities, create awareness, and enlist community partners that share your mission and goals.
- Provide a developmentally robust and balanced assortment of playground activities that meet the diverse physical, social-emotional, sensory, cognitive, and communicative needs of all children, including those with disabilities.
- Apply the 7 Principles of Inclusive Playground Design® to the overall environmental design.
- Offer programming, activities, special events, and/or other initiatives to further create awareness and foster friendships.

Providing intergenerational, inclusive play ensures that all people experience the satisfaction of contributing to meaningful play and reap the lifelong developmental, physical, and social benefits of inclusion."

- Keith Christensen, PhD, Institute for Disability Research, Policy & Practice of Utah State University

NATIONAL DEMONSTRATION SITE

PLAY ON!® PROMOTING PHYSICAL ACTIVITY

PRESENTED BY PLAYCORE

Building communities through play & recreation™

Research & Programming in partnership with:

SHAPE America SOCIETY OF HEALTH AND PHYSICAL EDUCATORS

health. moves. minds.

WESTERN MICHIGAN UNIVERSITY

LSU

YOUTH PHYSICAL ACTIVITY

The purpose of **Play On!** is to promote physical activity and fun by designing outdoor environments for active play and implementing playground learning activities. The Play On! program provides educators and recreation professionals with evidence-based design best practices to promote fitness and health — maximizing the value and potential of school and community playgrounds.

PlayCore is proud to partner with physical activity experts, SHAPE America, to provide a valid solution for intentionally increasing physical activity on playgrounds through six key elements of play to promote fitness. Play On! can be used to enhance recess, physical education, before/after school programs, special events, camps, and other programming efforts to combat sedentary lifestyles and childhood obesity.

The Play On! Program contains 125 activities for grades PreK-5 that align with national physical education standards. The program includes assessment tools, equipment lists, playground funding opportunities, send-home family resources, and design best practices.

Play On! can become a vital component to strengthen, educate, and build healthier, happier communities through active play.

Best Practice Implementation:

- Incorporate six key elements of play that promote physical activity — balancing, brachiating, climbing, spinning, sliding, and swinging.
- Provide a developmentally appropriate progression of skill opportunities through beginning, intermediate, and advanced levels of challenge.
- Design the layout of the space to encourage movement through running, chasing, and exploring.
- Program the environment utilizing Play On! learning activities and additional loose parts to encourage active play and social interaction.

It is critical to advocate for play initiatives, effectively communicate the developmental benefits of playgrounds, and demonstrate how investing in play can result in healthy outcomes."

- Russ Carson, PhD, Co-author of Play On!

NATIONAL DEMONSTRATION SITE

OUTDOOR ADULT FITNESS PARKS

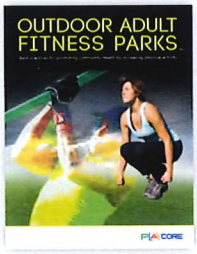
PRESENTED BY PLAYCORE

Building communities through play & recreation

Research & Programming in partnership with:

THE UNIVERSITY OF TENNESSEE CHATTANOOGA

OUTDOOR ADULT FITNESS



Research demonstrates that **Outdoor Adult Fitness Parks** provide a variety of healthy outcomes to communities by offering new ways to make physical activity more available, accessible, affordable, and enjoyable.

PlayCore partnered with Dr. Gary Liguori, past Department Head Health and Human for Performance University of Tennessee at Chattanooga; Dr. Michael Suk, Chairman of Orthopaedic Surgery at Geisinger Health System; and Dr. Thom McKenzie, Professor Emeritus, San Diego State University to develop evidence-based design best practices for community outdoor adult fitness destinations.

This designation recognizes communities that advocate for and utilize Outdoor Adult Fitness Parks as a critical solution for improving health and overall wellness. National Demonstration Sites align to health benefits and total body fitness by offering visitors of all levels a well-rounded workout. Together, these elements can help people adhere to routines that develop overall health and wellness, and engage participants in substantially more moderate to vigorous physical activity.

Best Practice Implementation:

- Identify user groups, location/context, site-specific amenities, and programming opportunities.
- Select a design typology that meets the space requirements, usage goals, and site-specific needs.
- Offer a variety of aerobic, muscle/strength, core, balance, and flexibility equipment to provide a well-rounded fitness routine.
- Adhere to safety and industry standards in regards to surfacing, accessibility, signage, and equipment configuration.

As our country continues to struggle with obesity and chronic disease, outdoor adult fitness parks are a sustainable option with measurable impact across the broad spectrum of adult health and wellness."

- Gary Liguori, PhD, University of West Florida

NATIONAL DEMONSTRATION SITE

NATUREGROUNDS®

PRESENTED BY PLAYCORE

Research & Programming in partnership with:

NC STATE Design NLI NATURAL LEARNING INITIATIVE

NATURE PLAY

The purpose of **NatureGrounds** is to create a dramatic shift in the standard playground development process by deliberately designing nature back into the everyday spaces of childhood, not only to benefit children's play, but also to engage communities in working together to deliver high-quality play experiences across generations. Research has proven that designing play environments that integrate the living landscape with manufactured equipment results in increased play value, higher levels of physical activity, social interaction, and improved environmental sustainability.

PlayCore has partnered with the Natural Learning Initiative, College of Design, NC State University, to help professional and community champions bring "nature to people" in an effort to reconnect children to nature to support healthy human development. NatureGrounds play and learning environments positively impact play value, child development, health and wellness, and environmental sustainability.

Naturalized playgrounds have become sought out destinations that provide visual interest, shade, and comfort resulting in sustained repeat visits, a relaxed and playful social atmosphere, and growth of community social capital. These well-designed playgrounds offer rich outdoor education and programming opportunities for both schools and parks.

Best Practice Implementation:

- Locate playground in relation to existing site features and surroundings such as mature trees and topography.
- Design entrances, pathways, and boundaries to enhance naturalization and connectivity.
- Integrate planting pockets (trees, shrubs, grasses) into the play environment as part of the play experience.
- Select child-friendly plants to provide additional play value using the Plant Database at playcore.com/plants to offer variety, seasonal change, wildlife enhancement, and/or play props.

A generation ago playing outdoors in nature was usually taken for granted, but times have changed. Now, nature must be deliberately designed back into children's lives."

- Robin Moore, DiplArch, MCP, Hon. ASLA

NATIONAL DEMONSTRATION SITE

PATHWAYS FOR PLAY

PRESENTED BY PLAYCORE

Research & Programming in partnership with:

NC STATE Design NLI NATURAL LEARNING INITIATIVE

PLAYFUL PATHWAYS

The purpose of **Pathways for Play** is to intentionally integrate play — critical for children's health — into walkable, bikeable, shared use community pathway networks. Research shows that playful pathways attract children and families and can dramatically increase frequency and duration of use.

PlayCore has partnered with the Natural Learning Initiative, College of Design, NC State University, to help professionals and community champions create opportunities to "bring people to nature" by creating playful routes for families to explore, discover, learn, and be physically active together surrounded by nature. Pathways for Play National Demonstration Sites infuse play into trails, greenways, and shared parks to motivate children, families, and youth organizations to get outdoors and engage in healthy, stimulating activity in nature.

Best Practice Implementation:

- Assess form, location, access, usability, safety, and regulations when evaluating an existing or planned pathway.
- Connect pathways to meaningful destinations in locations where children live to support their independent mobility.
- Promote environmental literacy and learning by integrating play pockets along the path. Play pockets include themes for learning, educational signage, and playful activities that enhance the overall play value.
- Integrate at least three play pockets at appropriate distances apart to encourage movement and discovery.

It is clear that there is no other choice but to discover new ways to deliver high-quality outdoor environments for children compelling enough to motivate them to acquire healthy, fearless, outdoors-in-nature, active lifestyle habits."

- Robin Moore, DiplArch, MCP, Hon. ASLA

NATIONAL DEMONSTRATION SITE

ADVANCING RECREATION THROUGH RESEARCH BASED BEST PRACTICES

PLAYCORE

JOIN THE NETWORK

Data collected across the National Demonstration Site Network demonstrate that evidence-based design positively impacts visitors and promote healthy communities. Through our research, we have learned that National Demonstration Sites:

ENCOURAGE REPEAT VISITATIONS

97% *of site visitors say they will return again in the near future.*

DEMONSTRATE HEALTH & WELLNESS

99% *of site visitors were active.*

PROMOTE RECOMMENDED PHYSICAL ACTIVITY

96% *of site visitors are active at the site for 30 minutes or longer.*

CLAIM VISITOR SATISFACTION

98% *of site visitors are satisfied with their visit.*

Visit playcore.com/nds to learn more.

Turn Research Into Practice & Become a National Demonstration Site

1 Design

Work with a local, National Demonstration Site trained representative to design your site to implement evidence-based design best practices. Choose one, or a combination of designations, to address the goals and priorities of your community.

2 Collaborate

Identify a Key Informant that will serve as the primary contact and champion to utilize the Marketing Toolkit and NDS resources to help create awareness, promote the site, and encourage community members to share their experience using onsite data collection methods.

3 Share & Showcase

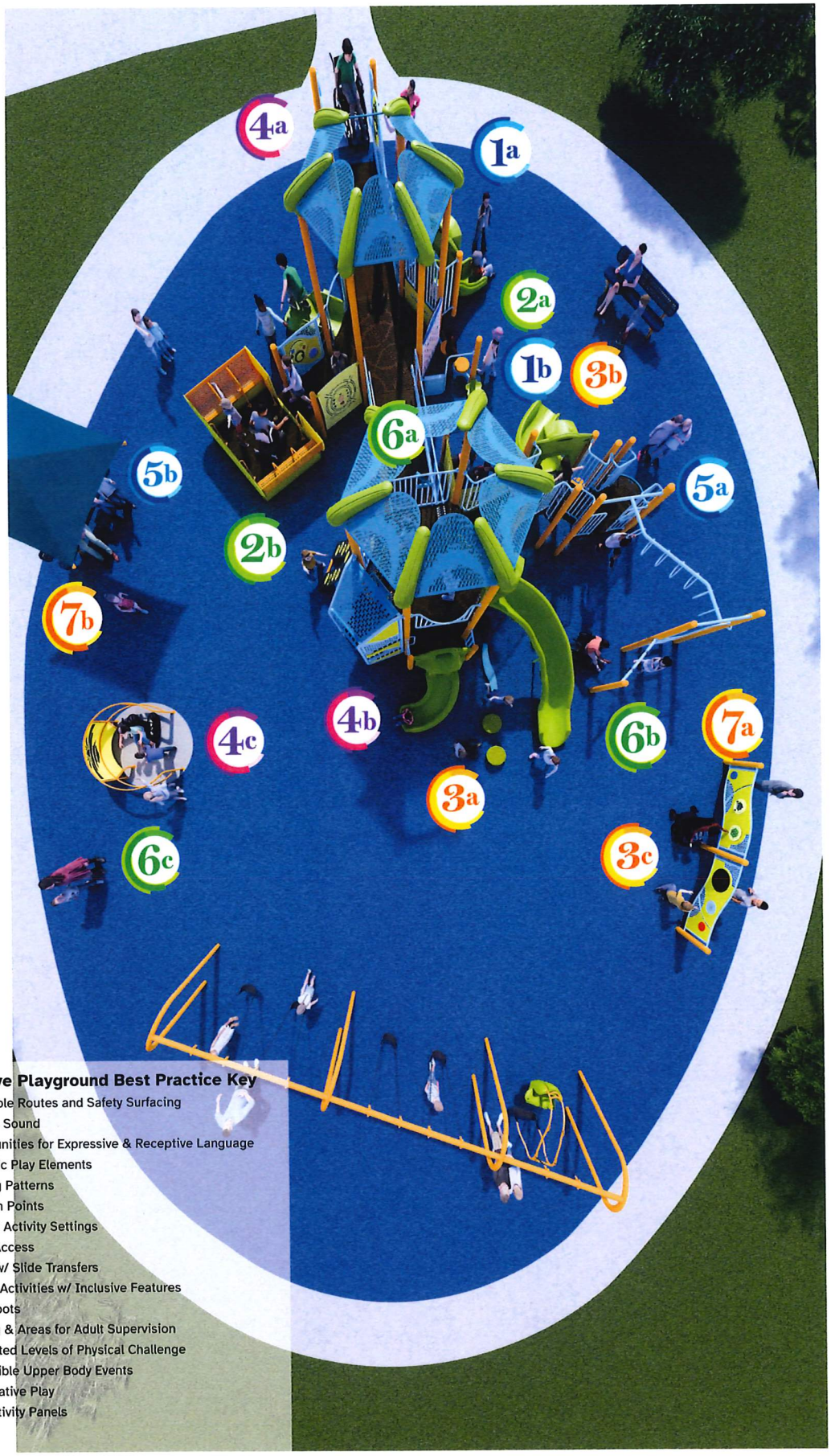
Create positive attention through collaborative marketing and/or programming, and use your destination to demonstrate impact to your stakeholders.

7 Principles of Inclusive Playground Design in Action

Inclusive Playground Best Practice Key

- 1a Accessible Routes and Safety Surfacing
- 1b Music & Sound
- 2a Opportunities for Expressive & Receptive Language
- 2b Dramatic Play Elements
- 3a Looping Patterns
- 3b Jump-in Points
- 3c Defined Activity Settings
- 4a Ramp Access
- 4b Slides w/ Slide Transfers
- 4c Motion Activities w/ Inclusive Features
- 5a Cozy Spots
- 5b Seating & Areas for Adult Supervision
- 6a Graduated Levels of Physical Challenge
- 6b Accessible Upper Body Events
- 6c Cooperative Play
- 7a Half Activity Panels
- 7b Shade

Sagebrush Park Opt 1



Inclusive Playground Best Practice Key

1a Accessible Routes and Safety Surfacing
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4c Motion Activities w/ Inclusive Features
5a Cozy Spots
5b Seating & Areas for Adult Supervision
6a Graduated Levels of Physical Challenge
6b Accessible Upper Body Events
6c Cooperative Play
7a Half Activity Panels
7b Shade

Sagebrush Park Opt 2

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 11, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www. ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO 9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.

1. 100% recyclable plastics are manufactured using efficient processes
2. Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
3. 100% recycled plastic lumber
4. Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
5. 100% recyclable plastics
6. Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
7. 100% recycled plastic curbs

ISO 14001:2004 CERTIFIED

RECYCLED AND RECYCLABLE CONTENT

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 26.1 tons
Paper: 9.4 tons
Scrap plastics: 137.1 tons
Computer equipment: 5,135 lbs.
Plastic bottles: 26,568
Fluorescent bulbs: (4') 240
Ballasts: 25
Fork lift batteries: 15
PVC trimmings: 2.4 tons
Steel: 3,404,260 lbs.
Aluminum: 23,568 lbs.

125,000 INDIVIDUAL PARTS
400,000 SQUARE FEET
ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible – without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

INCLUSIVE PLAYGROUND DESIGN

National Demonstration Sites

INCLUSIVE PLAY NATIONAL DEMONSTRATION SITES

PlayCore's comprehensive inclusive play programs and design philosophy helps provide high-quality outdoor play experiences for people of all ages and abilities that develop the whole child, address the whole environment, and ultimately, benefit the whole community.

PlayCore's partnership with leading experts at Utah State University's Institute for Disability Research, Policy & Practice offers the industry's only evidence-based design and programming best practices to create outdoor play environments where both physical and social inclusion can occur. The 7 Principles of Inclusive Playground Design® help communities move beyond minimum accessibility guidelines to create destinations that are more usable, by more people, to the greatest extent possible. These principles are the only evidence-based guidelines tailored specifically to address childhood experiences in outdoor play environments to create awareness, break down barriers, and foster friendships between people of all ages and abilities.

2 Play Together®: Fostering Friendships Through Inclusive Play provides programmers with tools and activities to create awareness, break down barriers and foster friendships through inclusive play experiences.

EVIDENCE-BASED DESIGN

Your project thoughtfully meets the following design best practices:

- Provides a developmentally robust and balanced assortment of playground activities that meet the diverse physical, social-emotional, sensory, cognitive, and communicative needs of all children, including those with disabilities.
- Intentionally utilizes the 7 Principles of Inclusive Playground Design® to address the needs of the whole child, whole environment, and the whole community.
- Creates a welcoming atmosphere and fosters a sense of belonging between visitors of all abilities.

NATIONAL DEMONSTRATION SITE BENEFITS

High-quality play environments have a critical role in promoting community health. Research indicates that when evidence-based design principles are implemented within the built environment, positive outcomes occur.

Your National Demonstration Site ensures that your community maximizes the value of your investment.

RECOGNITION & ADVOCACY

- Complimentary signage installed at your site to create awareness, recognize your leadership, and gather visitor feedback.
- Welcome Kit with National Demonstration Site project of excellence award.
- Marketing Tool Kit with digital tools and tips to help promote your site to the public and encourage data collection engagement with visitors.
- Recognition on the National Demonstration Site Map, an online resource to help others find high-quality play and recreation destinations in their community.

DATA COLLECTION & OUTCOMES SHARING

- Signage on site includes a QR Code directing visitors to share their experiences.
- Three site-specific reports provided by CORE Data Service Lab aggregate local and site-collected data to demonstrate the impact, engagement, and park user sentiments. Each report aligns with the 7 indicators of Community Vitality to provide a holistic view of the health and wellness outcomes you site contributes to the community.

PLAY ON!

National Demonstration Sites

PROMOTING YOUTH PHYSICAL ACTIVITY THROUGH ACTIVE PLAY

The purpose of Play On! is to promote physical activity and fun through the use of thoughtfully designed outdoor play environments and creative playground learning activities. The Play On! program provides educators and recreation professionals evidence-based best design practices to promote health and wellness — maximizing the value and potential of school and community playgrounds. PlayCore is proud to partner with physical activity experts, SHAPE America, to provide a valid solution for intentionally increasing physical activity on playgrounds through six key elements of play to promote fitness.

Play On! can be used to enhance recess, physical education, before/after school programs, special events, camps, and other programming efforts that focus on combating sedentary lifestyles and childhood obesity. The Play On! curriculum contains 125 activities for grades PreK-5 that align with national physical education standards. The program includes assessment tools, equipment lists, playground funding opportunities, send-home family resources, and design best practices. Play On! can become a vital component in efforts to strengthen, educate, and build healthier communities through play and recreation.

EVIDENCE-BASED DESIGN

Your project thoughtfully meets the following design best practices:

- Incorporates six key elements of play that promote your physical activity — balancing, brachiating, climbing, spinning, sliding, and swinging.
- Provides a developmentally appropriate progression of skill opportunities through beginning, intermediate, and advanced playground activities.
- The overall design encourages movement and moderate to vigorous levels of activity.
- Playground programming utilizing your Complementary Play On! curriculum can further encourages active play! The program includes 125 playground activities for PreK-5th grade.

NATIONAL DEMONSTRATION SITE BENEFITS

High-quality play environments have a critical role in promoting community health. Research indicates that when evidence-based design principles are implemented within the built environment, positive outcomes occur.

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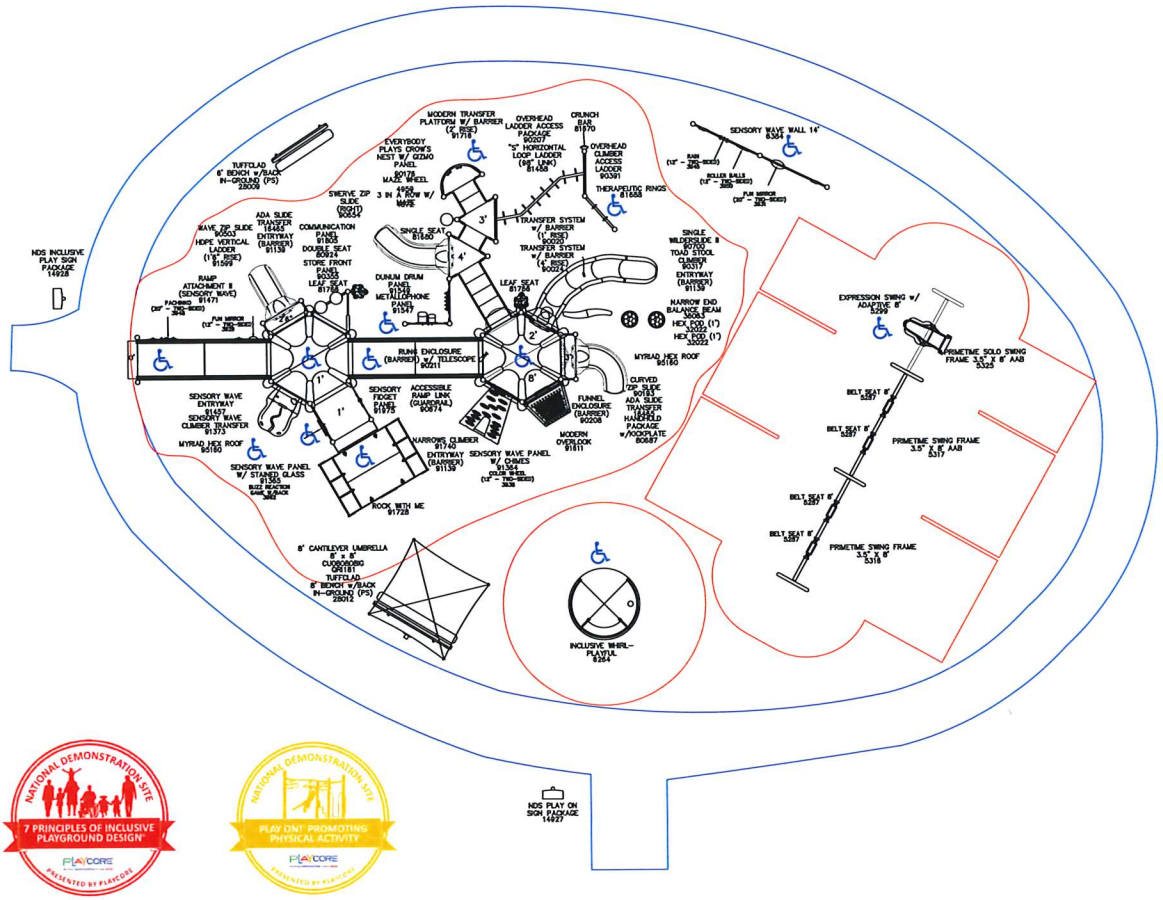

NATIONAL DEMONSTRATION SITE
7 PRINCIPLES OF INCLUSIVE PLAYGROUND DESIGN
PLAYCORE
PRESENTED BY PLAYCORE

NATIONAL DEMONSTRATION SITE
PLAY ON! PROMOTING PHYSICAL ACTIVITY
PLAYCORE
PRESENTED BY PLAYCORE

GameTime
A PLAYCORE Company

ISO 9001 ISO 14001

135 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT! Soft resilient surfacing should be installed around all equipment as specified for each type of equipment, and at depths to meet the critical fall heights as determined by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: 106901

DATE:

DRAWN BY:

PROJECT TITLE:
SAGEBRUSH PARK
PLAYGROUND

REPRESENTATIVE:
ALTITUDE RECREATION

SHEET NO:

GameTime
a PlayCore Company

www.gametime.com

Sagebrush Park Playground

ALTITUDE
RECREATION

GameTime
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Sagebrush Park Playground

ALTITUDE
REGREATION

GameTime
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Sagebrush Park Playground

ALTITUDE
RECREATION

GameTime
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Sagebrush Park Playground

ALTITUDE
RECREATION

LUMP-SUM BID FORM

(Sagebrush Park Playground Replacement 10645 Echo St., Firestone, CO 80504 (P2026-9336))

The bidder agrees to accept as full payment for **(Sagebrush Park Playground Replacement 10645 Echo St., Firestone, CO 80504 (P2026-9336))** as herein specified, based upon the undersigned's own estimate of quantities and costs, the amount of

Three hundred fifty thousand dollars and no cents.

dollars($ 350,000.00). The amount written in words has precedence.

BIDDER'S INFORMATION:

Company Name: Playcore Wisconsin dba GameTime

Mailing Address: 150 PlayCore Drive S.E., Fort Payne, AL 35967

Telephone Number: 720-339-4676 Email: doug@altitiuderec.com

The bidder hereby acknowledges receipt of Addendum Nos. 1, __, __, __, __, __, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Doug Joannsen — Principal Partner

Name (Please print) — Title

Doug Johannsen Digitally signed by Doug Johannsen Date: 2026.02.23 20:21:14 -07'00'

Signature

Dated this 23 day of February, 2026.

FIRESTONE COLORADO

QUOTE

106901-01-01 • 02/18/2026

SAGEBRUSH PARK PLAYGROUND

Customer:

TOWN OF FIRESTONE
9950 PARK AVE
FIRESTONE, CO 80504
United States

Ship to Zip: 80516

Prepared for:

CHUCK BRANDT
Phone: 303-901-0227
CBRANDT@FIRESTONECO.GOV

Prepared by:

GAMETIME
PO BOX 680121
FORT PAYNE, AL 35968
www.GAMETIME.COM
800-235-2440

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - CUSTOM PS STRUCTURE 5-12. NDS PLAY ON AND INCLUSIVE** • (1) 3929 – Fun Mirror 12" 2S • (1) 3938 – Color Wheel 12" 2S • (1) 3948 – Pachinko 20" 2S • (1) 3962 – Buzz Game Sensor 20" with back • (1) 4872 – 3-in-A-Row with Maze 11" Gizmo • (1) 4959 – Maze Wheel • (2) 16465 – Slide Transfer (Ada) • (1) 16700 – Ada49"Sq Punch Steel Deck • (1) 32022 – Hex Pod Step (1') • (1) 36063 – Narrow End Balance Beam • (2) 80001 – 49"Tri Punched Steel Deck • (1) 80687 – Handhold/Kick Plate Pkg • (1) 80924 – Double Seat • (1) 81488 – Shoriz Loop Lad Link 98 • (1) 81670 – Crunch Bar • (1) 81680 – Single Seat • (1) 81688 – Therapeutic Rings Attch • (2) 81766 – Leaf Seat • (1) 90004 – Two Piece Hex Deck • (2) 90005 – Two Piece Hex Deck, Ada Ramp Access • (1) 90020 – 1'-0" Transfer System W/ Barrier • (1) 90024 – 4'-0" Transfer System W/ Barrier • (1) 90176 – Ada Crow'S Nest W/ Gizmo • (1) 90193 – 2-6"/3' Single Curved Zip Slide • (1) 90207 – Overhead Ladder Access Package • (1) 90208 – Funnel Enclosure W/Barrier • (1) 90211 – Rung Encl Telescope & Barrier,Above Dk • (2) 90264 – 6' Upright, Alum • (5) 90265 – 7' Upright, Alum • (3) 90266 – 8' Upright, Alum • (2) 90268 – 10' Upright, Alum • (6) 90269 – 11' Upright, Alum • (4) 90271 – 13' Upright, Alum • (3) 90273 – 15' Upright, Alum • (1) 90317 – Toad Stool Climber • (1) 90355 – Store Front Panel, Below Dk	$213,024.00	$213,024.00

OMNIA PARTNERS
Contract #2017001134

		• (1) 90391 – 3'-0" Overhead Climber Access Ladder • (1) 90503 – 2'-6"/3' Single Wave Zip Slide • (1) 90654 – 3'-6"/4'-0" Zip Swerve Slide Right • (1) 90674 – Std Access Ramp Link 3 Dk Gr • (1) 90700 – Single Entrance Wilderslide Ii • (3) 90705 – Right Curve Section Wilderslide Ii • (1) 90709 – Support Wilderslide Ii • (1) 90762 – Long Exit (Use On 7' & 8' Slides) • (2) 91139 – Entryway - Barrier • (1) 91364 – Sensory Wave Panel w/ chimes • (1) 91365 – Sensory Wave Panel w/ stainled glass • (1) 91373 – PS Sensory Challenge Transfer 1'/1'6" • (1) 91457 – Sensory Wave Entryway • (1) 91471 – 1' Sensory Wave Ramp Att. II • (1) 91547 – Metallophone Panel (Below Deck) • (1) 91549 – Dunan Drum Panel (Below Deck) • (1) 91599 – HDPE Vertical Ladder 1'6" • (1) 91611 – Modern Overlook Climber • (1) 91716 – Modern Transfer w/Barrier 2' Rise • (1) 91728 – Rock with Me • (1) 91740 – Narrows Climber (7'6"-9') • (1) 91805 – Communication Board • (6) 91824 – 5" Upright Extension w/o Cap 3' • (1) 91883 – Entry Way (Aventus) • (1) 91975 – Sensory Fidget Panel • (2) 95160 – Myriad Hex Roof • (4) G90262 – 4' Upright, Galv • (2) G90271 – 13' Upright, Galv • (3) G90273 – 15' Upright, Galv		
1	14928	**GameTime - NDS Inclusive Play Sign Package**		
1	14927	**GameTime - NDS Play On Sign Package**		
1	RDU	**GameTime - SENSORY WALL** • (1) 3931 – Fun Mirror 20" 2S • (1) 3945 – Rain 12" 2S • (1) 3950 – Roller Balls 12" 2S • (1) 6384 – Sensory Wave Wall 14' • (2) G90264 – 6' Upright, Galv • (1) G90265 – 7' Upright, Galv	$10,977.00	$10,977.00
1	6264	**GameTime - Inclusive Whirl - Playful**	$18,034.00	$18,034.00
1	RDU	**GameTime - PT ARCH SWING SET** • (1) 5173 – Adaptive Swing w/Rung Belt • (4) 5287 – Belt Seat for 8' Toprail • (1) 5299 – Expression Swing w/Adaptive Seat • (1) 5316 – 8' Primetime Swing Frame • (1) 5317 – 8' Primetime Swing Add-A-Bay • (1) 5325 – 8' Solo Primetime Swing Add-A-Bay	$8,657.00	$8,657.00
1	QRI181	**GT-Shade - GTCU080808IG CANTI UMB 8X8X8 W/GLD IG**	$4,531.00	$4,531.00
1	28012	**GT-Site - 8' P/S Bench W/Back Inground**	$1,546.00	$1,546.00

QUOTE

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1	28009	**GT-Site - 6' P/S Bench W/Back Inground**	$1,130.00	$1,130.00
1	INSTALL	**ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION** INCLUDES TEMP CONSTRUCTION FENCING SITE PREP, PRIVATE LOCATE BY OTHERS	$57,388.81	$57,388.81
1	INSTALL	**ALTITUDE CONTRACTING - SITE PREP, DEMO/DISPOSE EXISTING EQUIPMENT AND SURFACING** INCLUDES: DEMO DISPOSE EXISTING EQUIPMENT AND SURFACING 4" COMPACTED SUBGRADE AND INFILL 4220 SF	$42,427.00	$42,427.00
1	PIP	**Miscellaneous - PIP RUBBER SURFACING 4220 SF**	$94,085.00	$94,085.00
1	BONDS	**Miscellaneous - P/P BONDS**	$8,575.00	$8,575.00

Contract: OMNIA #2017001134

Sub Total	$460,472.88
Discount	($119,492.35)
Freight	$9,019.47
Grand Total	**$350,000.00**

Pricing: FOB Factory. Freight charges: Allowed & prepaid. Pricing valid for 30 days from the date of this quotation. Please request updated quote after 30 Days.

Taxes: Please add tax if applicable. Taxes are estimated, subject to change.
All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.
Please note Arizona Labor tax is calculated at 65% of the total labor amount.

Payment t erms: Net 30 days for tax supported governmental agencies. or Purchase Order made out to GAMETIME with credit approval. Retainage not accepted.
Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee of 2.99% will be assessed on the amount of your payment.
You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due
upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or
arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred.

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Shipment: Standard GameTime playground and furnishings order shall ship within 8-10 weeks, Custom Components or Panels 12-15 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks, Victor Stanley 7-9 Weeks after GameTime's / Altitude Recreation's receipt and acceptance of your purchase order or receipt of deposit, if required.
All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of $125.00, as well as an additional $125.00 per week, per order.
The customer will be responsible to pay these fees once the equipment ships. Liftgate, Flatbed and Forklift requests would be additional charge (not included)

Delivery: Unless listed in the line items of this quote acceptance and offloading of equipment is not included.
Customer will be responsible for setting up delivery appointments with carrier, providing adequate equipment and location for offloading.
A forklift may be required. The freight carrier is instructed to call the designated customer contact 24 hours in advance of the delivery.
Customer is responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt.
You must notify Altitude Recreation immediately of any discrepancies. 1-800-235-2440.

QUOTE

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Equipment Installation/Site work: Unless listed in the line items of this quote, equipment installation and any site work is not included.
If Altitude Recreation is contracted for installation of any equipment or site work the following Terms and Conditions shall apply.

Accessibility: Customer agrees to permit free and timely access to the necessary areas of site to perform required services. Adequate access for machinery, equipment and storage of materials in and around site shall be maintained throughout the installation process.
A 10' wide path in and out of the site and unloaded/storage of equipment to be within 100' of site.

Site: Unless listed in the line items of this quote Customer shall be responsible for having site prepared for equipment installation. The slope of the play pit walls or finished elevation within play pit shall not exceed 2% to ensure a successful installation and a compliant playground.
All safety surfacing, drain rock and final subgrade prep must be done after playground installation. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing.
Altitude Recreation is not responsible for damage to grass, or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, Customer agrees to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided.

Demo, Removal, Excavation or Drilling: Unless listed in line items of this Quote Altitude Recreation is not responsible for repairing any landscaping in the area of the site work; including grass, flower beds etc.
We are not responsible for any broken or damaged irrigation or drain systems including main irrigation lines, sprinklers, control boxes, drain lines, etc. that are not clearly marked. Altitude Recreation will call out 811 to mark the main utilities before the site work starts. Any secondary and/or private utilities are the customers responsibility to have marked before site work starts. Altitude Recreation is not responsible for any damaged secondary and/or private utilities where the site work is taking place if not clearly marked and documented.
Once the site work starts and no secondary or private lines are marked the customer is liable for any damages to the utilities. We do not cover any asphalt repairs that may be needed due to heavy equipment being loaded or unloaded while working at the project site.
Hard dig, rock removal, debris, poor drainage situations, etc., not readily apparent at time of providing this quote may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an additional charge to Customer.

Fencing/Site Security: Unless listed in the line items of this quote Customer shall be responsible for fencing the job site. Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours.
It is Customers responsibility to prohibit access to the site during this critical period. Altitude Recreation is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.
Traffic Control: Unless listed in the line items of this quote any traffic control that is needed for a project is the Customers responsibility.

Trash Removal: Unless listed in line items of this quote customer shall be responsible for trash removal. Customer shall either have a dumpster available onsite for installer to dispose of trash or haul it or themselves.

Mobilization: Unless listed in the line items of this quote only one mobilization is included any additional mobilization will be billed to customer at the rate of $1,500 for each occurrence.
If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed for each occurrence.

PLAY CORE WISCONSIN INC ARIZONA CONTRACTORS LICENSE # ROC349583
ALTITUDE RECREATION ARIZONA CONTRACTORS LICENSE # ROC 339054
ALTITUDE RECREATION INC NEW MEXICO CONTRACTORS LICENSE GBA98 #417233

OMNIA PARTNERS
Contract #2017001134

QUOTE

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Exclusions: Unless specifically included, this quotation excludes all bonds, prevailing wages, permits, site work and landscaping, removal of existing equipment.
Acceptance of equipment and off-loading; storage of goods prior to installation, equipment assembly and installation; safety surfacing; borders and drainage provisions.

Accepted By (printed): _____ Signature: _____

P.O. No: _____If Applicable.

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors :_____

or Custom Color Selections as follows:

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

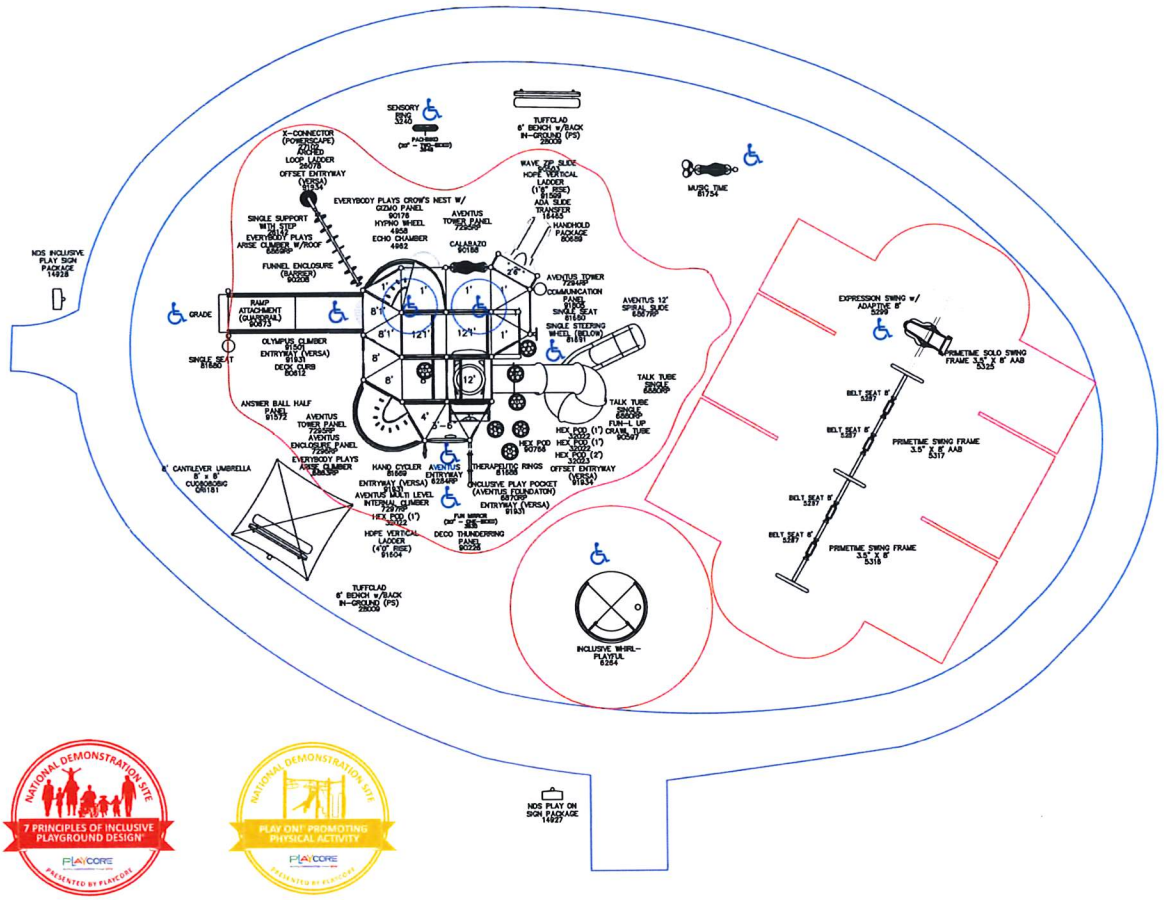
Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

OMNIA PARTNERS
Contract #2017001134



NATIONAL DEMONSTRATION SITE
7 PRINCIPLES OF INCLUSIVE PLAYGROUND DESIGN
PLAYCORE
PRESENTED BY PLAYCORE

NATIONAL DEMONSTRATION SITE
PLAY ON! PROMOTING PHYSICAL ACTIVITY
PLAYCORE
PRESENTED BY PLAYCORE

GameTime
PLAYCORE
ISO 9001 ISO 14001
100 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be installed under and around all equipment as specified for each type of equipment, and at depths to meet the critical fall heights as determined by ASTM F1487 Consumer Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: 106901

DATE:

DRAWN BY:

PROJECT TITLE: SAGEBRUSH PARK PLAYGROUND

REPRESENTATIVE: ALTITUDE RECREATION

SHEET NO:

GameTime
A PLAYCORE Company
www.gametime.com

Sagebrush Park Playground

ALTITUDE
RECREATION

GameTime
A PLAYCORE Company
www.gametime.com

Sagebrush Park Playground

ALTITUDE
RECREATION

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Sagebrush Park Playground

ALTITUDE
REGREATION
GameTime

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Sagebrush Park Playground

ALTITUDE
RECREATION

LUMP-SUM BID FORM

(Sagebrush Park Playground Replacement 10645 Echo St., Firestone, CO 80504 (P2026-9336))

The bidder agrees to accept as full payment for **(Sagebrush Park Playground Replacement 10645 Echo St., Firestone, CO 80504 (P2026-9336))** as herein specified, based upon the undersigned's own estimate of quantities and costs, the amount of

Three hundred fifty thousand dollars and no cents.

dollars($ 350,000.00). The amount written in words has precedence.

BIDDER'S INFORMATION:

Company Name: Playcore Wisconsin dba GameTime

Mailing Address: 150 PlayCore Drive S.E., Fort Payne, AL 35967

Telephone Number: 720-339-4676 Email: doug@altitiuderec.com

The bidder hereby acknowledges receipt of Addendum Nos. 1, ___, ___, ___, ___, ___, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Doug Joannsen — Principal Partner

Name (Please print) — Title

Doug Johannsen

Digitally signed by Doug Johannsen
Date: 2026.02.23 20:21:14 -07'00'

Signature

Dated this 23 day of February, 2026.

FIRESTONE COLORADO

QUOTE

106901-01-02 • 02/19/2026

SAGEBRUSH PARK PLAYGROUND

Customer:

TOWN OF FIRESTONE
9950 PARK AVE
FIRESTONE, CO 80504
United States

Ship to Zip: 80516

Prepared for:

CHUCK BRANDT
Phone: 303-901-0227
CBRANDT@FIRESTONECO.GOV

Prepared by:

GAMETIME
PO BOX 680121
FORT PAYNE, AL 35968
www.GAMETIME.COM
800-235-2440

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - CUSTOM STRUCTURE TOWER 5-12, NDS PLAY ON AND INCLUSIVE** • (1) 3930 – Fun Mirror 20" 1S • (1) 4958 – Hypno Wheel • (1) 4962 – Echo Chamber • (1) 16465 – Slide Transfer (Ada) • (4) 16700 – Ada49"Sq Punch Steel Deck • (6) 16701 – Ada 49"Tri Punch Steel Dk • (1) 26078 – Arched Loop Ladder Overhead • (2) 26094 – Triangular Shroud • (1) 26142 – Single With Step • (1) 27102 – X Connector (Powerscape) • (3) 32022 – Hex Pod Step (1') • (1) 32023 – Hex Pod Step (2') • (1) 6284RP – Aventus Entryway • (1) 6863RP – Arise Climber • (1) 6867RP – Aventus Tower 12' Slide • (1) 6869RP – Arise Climber w/Cover • (1) 6870RP – Inclusive Play Pocket (Tower) • (2) 6880RP – Aventus Talk Tube • (1) 7294RP – Aventus Tower • (2) 7295RP – Aventus Tw Steel Panel Med • (1) 7296RP – Aventus Tw Steel Panel Sm • (1) 7297RP – Aventus Internal Climber-Steel • (7) 80001 – 49"Tri Punched Steel Deck • (1) 80612 – Deck Curb • (1) 80689 – Handhold Package • (1) 81669 – Hand Cycler • (2) 81680 – Single Seat • (1) 81688 – Therapeutic Rings Attch • (1) 81691 – Single Steering Wheel • (1) 90176 – Ada Crow'S Nest W/ Gizmo • (1) 90188 – Calabazo Panel • (1) 90208 – Funnel Enclosure W/Barrier • (1) 90226 – Decorative Panel Thunderring,Above Dk • (1) 90264 – 6' Upright, Alum • (4) 90265 – 7' Upright, Alum • (1) 90266 – 8' Upright, Alum	$196,026.98	$196,026.98

OMNIA PARTNERS
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QUOTE

106901-01-02 • 02/19/2026

		• (1) 90268 – 10' Upright, Alum • (1) 90272 – 14' Upright, Alum • (2) 90273 – 15' Upright, Alum • (1) 90503 – 2'-6"/3' Single Wave Zip Slide • (1) 90597 – Fun-L Up Crawl Tube Link • (1) 90673 – Ramp (Guardrail) • (1) 90766 – Hex Pod • (1) 91501 – Olympus Climber - 7'0 thru 8'0 attac • (1) 91572 – Answer Ball Half Panel • (1) 91599 – HDPE Vertical Ladder 1'6" • (1) 91604 – HDPE Vertical Ladder 4'0" • (1) 91805 – Communication Board • (1) 91827 – 5" Upright Extension w/ Cap 5' • (5) 91832 – 5" Upright Extension w/o Cap 8' • (1) 91846 – 5" Upright Extension w/o Cap 7' • (3) 91931 – Entryway (Versa) • (2) 91934 – Offset Entryway (Versa) • (2) G90262 – 4' Upright, Galv • (2) G90267 – 9' Upright, Galv • (3) G90269 – 11' Upright, Galv • (5) G90271 – 13' Upright, Galv • (2) G90273 – 15' Upright, Galv		
1	14928	**GameTime - NDS Inclusive Play Sign Package**		
1	14927	**GameTime - NDS Play On Sign Package**		
1	6264	**GameTime - Inclusive Whirl - Playful**	$18,034.00	$18,034.00
1	RDU	**GameTime - PT ARCH SWING SET** • (1) 5173 – Adaptive Swing w/Rung Belt • (4) 5287 – Belt Seat for 8' Toprail • (1) 5299 – Expression Swing w/Adaptive Seat • (1) 5316 – 8' Primetime Swing Frame • (1) 5317 – 8' Primetime Swing Add-A-Bay • (1) 5325 – 8' Solo Primetime Swing Add-A-Bay	$8,657.00	$8,657.00
1	81754	**GameTime - Music Time**	$2,574.00	$2,574.00
1	RDU	**GameTime - SENSORY RING** • (1) 3240 – Sensory Ring • (1) 3948 – Pachinko 20" 2S	$3,081.00	$3,081.00
1	QRI181	**GT-Shade - GTCU080808IG CANTI UMB 8X8X8 W/GLD IG**	$4,531.00	$4,531.00
2	28009	**GT-Site - 6' P/S Bench W/Back Inground**	$1,130.00	$2,260.00
1	INSTALL	**ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION** INCLUDES TEMP CONSTRUCTION FENCING SITE PREP, PRIVATE LOCATE BY OTHERS	$52,084.72	$52,084.72

OMNIA PARTNERS
Contract #2017001134

QUOTE

106901-01-02 • 02/19/2026

1	INSTALL	**ALTITUDE CONTRACTING - SITE PREP, DEMO/DISPOSE EXISTING EQUIPMENT AND SURFACING** INCLUDES: DEMO DISPOSE EXISTING EQUIPMENT AND SURFACING 4" COMPACTED SUBGRADE AND INFILL 4220 SF	$42,427.00	$42,427.00
1	PIP	**Miscellaneous - PIP RUBBER SURFACING 4220 SF**	$94,085.00	$94,085.00
1	BONDS	**Miscellaneous - P/P BONDS**	$8,575.00	$8,575.00

Contract: OMNIA #2017001134

Sub Total	$432,433.77
Discount	($91,453.24)
Freight	$9,019.47
Grand Total	**$350,000.00**

Pricing: FOB Factory. Freight charges: Allowed & prepaid. Pricing valid for 30 days from the date of this quotation. Please request updated quote after 30 Days.

Taxes: Please add tax if applicable. Taxes are estimated, subject to change.
All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.
Please note Arizona Labor tax is calculated at 65% of the total labor amount.

Payment t erms: Net 30 days for tax supported governmental agencies. or Purchase Order made out to GAMETIME with credit approval. Retainage not accepted.
Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee of 2.99% will be assessed on the amount of your payment.
You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due
upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or
arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred.

Shipment: Standard GameTime playground and furnishings order shall ship within 8-10 weeks, Custom Components or Panels 12-15 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks, Victor Stanley 7-9 Weeks after GameTime's / Altitude Recreation's receipt and acceptance of your purchase order or receipt of deposit, if required.
All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of $125.00, as well as an additional $125.00 per week, per order.
The customer will be responsible to pay these fees once the equipment ships. Liftgate, Flatbed and Forklift requests would be additional charge (not included)

QUOTE

106901-01-02 • 02/19/2026

Delivery: Unless listed in the line items of this quote acceptance and offloading of equipment is not included.
Customer will be responsible for setting up delivery appointments with carrier, providing adequate equipment and location for offloading.
A forklift may be required. The freight carrier is instructed to call the designated customer contact 24 hours in advance of the delivery.
Customer is responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt.
You must notify Altitude Recreation immediately of any discrepancies. 1-800-235-2440.

QUOTE

106901-01-02 • 02/19/2026

Equipment Installation/Site work: Unless listed in the line items of this quote, equipment installation and any site work is not included.
If Altitude Recreation is contracted for installation of any equipment or site work the following Terms and Conditions shall apply.

Accessibility: Customer agrees to permit free and timely access to the necessary areas of site to perform required services. Adequate access for machinery, equipment and storage of materials in and around site shall be maintained throughout the installation process.
A 10' wide path in and out of the site and unloaded/storage of equipment to be within 100' of site.

Site: Unless listed in the line items of this quote Customer shall be responsible for having site prepared for equipment installation. The slope of the play pit walls or finished elevation within play pit shall not exceed 2% to ensure a successful installation and a compliant playground.
All safety surfacing, drain rock and final subgrade prep must be done after playground installation. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing.
Altitude Recreation is not responsible for damage to grass, or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, Customer agrees to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided.

Demo, Removal, Excavation or Drilling: Unless listed in line items of this Quote Altitude Recreation is not responsible for repairing any landscaping in the area of the site work; including grass, flower beds etc.
We are not responsible for any broken or damaged irrigation or drain systems including main irrigation lines, sprinklers, control boxes, drain lines, etc. that are not clearly marked. Altitude Recreation will call out 811 to mark the main utilities before the site work starts. Any secondary and/or private utilities are the customers responsibility to have marked before site work starts. Altitude Recreation is not responsible for any damaged secondary and/or private utilities where the site work is taking place if not clearly marked and documented.
Once the site work starts and no secondary or private lines are marked the customer is liable for any damages to the utilities. We do not cover any asphalt repairs that may be needed due to heavy equipment being loaded or unloaded while working at the project site.
Hard dig, rock removal, debris, poor drainage situations, etc., not readily apparent at time of providing this quote may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an additional charge to Customer.

Fencing/Site Security: Unless listed in the line items of this quote Customer shall be responsible for fencing the job site. Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours.
It is Customers responsibility to prohibit access to the site during this critical period. Altitude Recreation is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.
Traffic Control: Unless listed in the line items of this quote any traffic control that is needed for a project is the Customers responsibility.

Trash Removal: Unless listed in line items of this quote customer shall be responsible for trash removal. Customer shall either have a dumpster available onsite for installer to dispose of trash or haul it or themselves.

Mobilization: Unless listed in the line items of this quote only one mobilization is included any additional mobilization will be billed to customer at the rate of $1,500 for each occurrence.
If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed for each occurrence.

PLAY CORE WISCONSIN INC ARIZONA CONTRACTORS LICENSE # ROC349583
ALTITUDE RECREATION ARIZONA CONTRACTORS LICENSE # ROC 339054
ALTITUDE RECREATION INC NEW MEXICO CONTRACTORS LICENSE GBA98 #417233

OMNIA PARTNERS
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Exclusions: Unless specifically included, this quotation excludes all bonds, prevailing wages, permits, site work and landscaping, removal of existing equipment.
Acceptance of equipment and off-loading; storage of goods prior to installation, equipment assembly and installation; safety surfacing; borders and drainage provisions.

Accepted By (printed): _____ Signature: _____

P.O. No: _____If Applicable.

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors :_____

or Custom Color Selections as follows:

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

OMNIA PARTNERS
Contract #2017001134

POWERSCAPE

GameTime's premier 5" play system for ultra-tough durability.

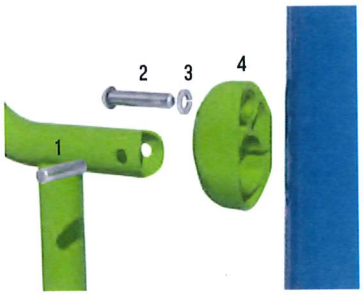
EVERYTHING YOU WANT FROM A PLAY SYSTEM

- 5" diameter uprights available in aluminum or galvanized steel
- An extensive offering of play components and signature products
- Lifetime limited warranty on uprights, posts and hardware
- Tru-Loc® offers connections with up to 66% less hardware for easier construction and maintenance
- Largest decks in the industry and slip-resistant Tuff Clad® deck coatings for increased footing
- Entry archways to help direct traffic and prevent inadvertent falls
- Tough, baked-on powder coat finish
- Exclusive Direct Bolt™ technology
- IPEMA certified to ASTM standards

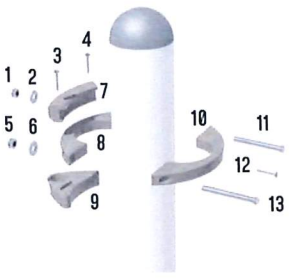
THE TRU-LOC ADVANTAGE

Our patented Tru-Loc® is far superior to the average "clamp around" system!

- Patented Direct Bolt connections are stronger and more durable than other methods
- Connection offers sleeker lines and cleaner designs
- Tru-Loc® Panel Connector is ASTM/EN/CSA compliant
- Smooth "kid-friendly" connection point, no rough edges
- Connections are concealed within the sleeve, no exposed hardware



TRU-LOC® DIRECT BOLT™ CONNECTION



STANDARD CLAMP

MATERIAL COLOR OPTIONS

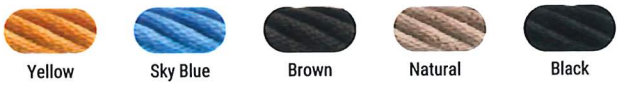
Metal Uprights and Accents

Rotomold Plastic

HDPE Panels

Shade Fabric

VistaRope® Standard



VistaRope® Custom

*Colors for VistaRope products only. All standard GameTime ropes are black.

Site Recycled Lumber

Decks

Special Rock

Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.

INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that give installers the knowledge and skills to make your playground everything you expect it to be. With this training, we can have the confidence all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

This manufacturer specific training course is unique to GameTime, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you can trust us to be your playground company.

MAINTENANCE

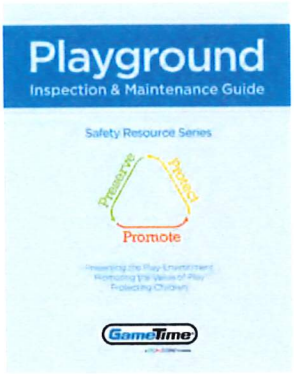
Our comprehensive guide will help you maintain your playground.

IMPORTANCE OF MAINTENANCE

Designing and building a GameTime playground is an important first step in creating play opportunities that enrich the lives of children and the community in which they live. Once the playground is open, however, it is equally important to perform regular inspections and maintenance to ensure your investment, and the benefits it represents, is protected.

The National Recreation and Parks Association's Certified Playground Safety Inspection Course estimates that nearly 40% of all playground injuries occur due to improper or neglected maintenance.

To help you create an inspection and maintenance program for your playground, GameTime developed a comprehensive Playground Maintenance Guide to help you maintain and protect your playground.



CUSTOMIZED MAINTENANCE KIT

We provide a customized maintenance kit with every play system. Each kit includes:

- Touch up paint customized to your selected color palette to touch up nicks and scratches cause by wear and tear and/or vandalism
- Graffiti Remover designer to remove unwanted paint from plastic and metal without damaging the finish underneath
- Customized toolkit specifically for the bolts, fittings, and connections on your play system
- Instruction manual with easy-to-read assembly instructions for every component on your system

AVENTUS TOWERS

The industry's first accessible playground tower

ACCESS NEW HEIGHTS OF PLAY!

Aventus Tower is a new approach to modular tower design. It serves as a centerpiece of your playground that you can personalize with climbers, slides, and sensory activities. Our new transfer platform makes it easier for children to transfer from a mobility device and the SureGrip climbers provide extra support as young thrill seekers embark on their ascent to the top.

ONLY WITH AVENTUS

- **The Lookout -** The top of the Aventus Tower has a spacious design which allows multiple children to play together and the open sight lines make it easy for children to see out and parents to see in!
- **EveryBody Plays Arise Climber™ -** This curved climber features a SureGrip tactile surface and integrated hand grips, for an accessible climbing, crawling, or scooting experience.
- **Play Pockets -** Along the way to the top of Aventus Tower, children will encounter these fun little areas where they can rest, socialize, or interact with sensory play activities. Sometimes the journey can be as fun as the destination!
- **Aventus Transfer Platform -** Designed in partnership with leading inclusion advocates, this transfer utilizes wider steps and platforms, complimented by built-in handholds on both sides, to make transferring more comfortable.

INSURANCE

GameTime has $51 Million in product liability insurance.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321	PHONE (A/C, No, Ext): FAX (A/C, No):
CN102326389-CAS-GAUWX-19-20	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	INSURER A : Evanston Insurance Company	35378
	INSURER B : Travelers Property Casualty Company Of America	25674
	INSURER C : ACE Property And Casualty Ins Co	20699
	INSURER D : The Travelers Indemnity Company of America	25666
	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445
	INSURER F : The Charter Oak Fire Insurance Co.	25615

COVERAGES **CERTIFICATE NUMBER:** ATL-004720415-32 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MKLV2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X SIR $250,000 Per Occ.						MED EXP (Any one person)	$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
							POLICY AGGREGATE	$ 10,000,000
B	AUTOMOBILE LIABILITY			TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded.: $1,000	$
C	X UMBRELLA LIAB [X] OCCUR			XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [X] RETENTION $ 25,000							$
F D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		UB-2N106953-19-51-R	08/01/2019	08/01/2020	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)			UB-2N159031-19-51-K	08/01/2019	08/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			UB-7J602089-19-14-G	08/01/2019	08/01/2020	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Excess Umbrella			BE 015899319	08/01/2019	08/01/2020	Each Occurrence	15,000,000
							Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Only

CERTIFICATE HOLDER	CANCELLATION
GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee Manashi Mukherjee

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GameTime's per occurance insurance policy is one of the strongest in the industry. By definition, a Per Occurance policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and "C"-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

AFTER YOU PLACE YOUR ORDER

What to expect in the schedule of events that take place after your order.

THE TIMELINE

Once your order is received, it is sent to the company headquarters in Fort Payne, Alabama.

You will receive a confirmation letter, confirming your order and the projected delivery date. If you have included installation in your order, an installer will also contact you before the order ships to confirm the details regarding

- site preparation requirements
- surfacing type and depth
- underground utility locations
- coordination with other trades
- accessibility to the site for delivery/installation.

Your order will ship via common carrier 24-45 days after its acceptance into the GameTime system. Depending on how far from Fort Payne, Alabama you are located, the order should arrive in 3-10 days after shipment.

Your freight carrier will contact you 24 hours in advance of the delivery. You will need 2-4 people to help you unload. Heavier items like the MegaRock® might require additional helpers.

Your equipment will arrive in large consolidated boxes. You may want to break them open on the truck and unload piece by piece for easier handing. Be sure to locate the box labeled "Installation Instructions Inside" and set it aside.

You will also want to make sure you have a secure location to store all your equipment until the installation day. Your driver will give you a bill of lading, documenting the number of boxes, as well as a listing of component number of the parts that you should have received. Before signing the receipt, you'll want to inventory the shipment and note any missing items on the bill of lading before the driver leaves.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 9.e **Discussion/Action** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Administration

AGENDA ITEM

Ordinance 1074: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AN ELECTRIC FRANCHISE TO UNITED POWER, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN AND FIXING THE TERMS AND CONDITIONS THEREOF

RECOMMENDATION

Approval of Ordnance

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

The proposed Electric Franchise Ordinance No. 1074 approves a new Electric Franchise Agreement between the Town of Firestone and United Power, Inc., granting a non-exclusive franchise for the provision of electric service within the Town. The ordinance also repeals and reserves Chapter 13.24 of the Firestone Municipal Code, aligning it with the new agreement.

The proposed Ordinance passed first reading at the February 18, 2026, Board of Trustees meeting and is now presented for second reading and consideration of adoption.

Approval of the Ordinance includes the following:

- Grants United Power a non-exclusive franchise to furnish, sell, transmit, and distribute electricity within the Town.
- Authorizes United Power to construct, operate, maintain, and extend electric infrastructure within public rights-of-way and Town property.
- Establishes terms, conditions, and duration of the franchise through the attached Electric Franchise Agreement (Exhibit A).
- Repeals and reserves the existing municipal code chapter governing electric franchises to reflect the updated agreement.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

Ordinance No. 1074 was introduced and approved on first reading by the Board of Trustees at the February 18, 2026 regular meeting.

BOARD STRATEGIC PLAN IMPACT

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

- Encourage Community Governance with Civic Partnerships

ATTACHMENTS

1. Ordinance 1074 - United Power Franchise - O021326
2. DRAFT Firestone United Power Electric Utility FA (Non-exclusive) -A012026 (Final_Clean)

ORDINANCE NO. 1074

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AN ELECTRIC FRANCHISE TO UNITED POWER, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN AND FIXING THE TERMS AND CONDITIONS THEREOF

WHEREAS, the Town of Firestone ("Town") is a statutory municipality incorporated and organized pursuant to the provisions of Section 31-2-101, *et seq*., C.R.S.; and

WHEREAS, United Power, Inc. ("United Power") desires to operate an electric system within the Town; and

WHEREAS, in accordance with state law, the Town Board of Trustees ("Board") is authorized to grant public utility franchises for a defined term by ordinance; and

WHEREAS, the Town and United Power have negotiated and prepared an Electric Franchise Agreement setting forth the terms and conditions under which the Town is willing to grant United Power a non-exclusive franchise to make reasonable and lawful use of the Town's public rights-of-way and other Town-owned property to construct, operate, maintain, reconstruct, and rebuild an electric system for the purpose of providing electric service to customers in the Town, in the form attached hereto as **Exhibit A**; and

WHEREAS, on February 18 and March 18, 2026, respectively, the Town Board held a properly noticed meeting to consider United Power's application for a franchise and request that the Town Board adopt an ordinance granting a proposed electric franchise and approving an Electric Franchise Agreement; and

WHEREAS, the Town Board finds that the public has had adequate notice and opportunity to comment upon the grant of an electric franchise pursuant to the proposed Electric Franchise Agreement; and

WHEREAS, the Town Board finds and declares that the Town's grant of an electric franchise to United Power pursuant to the terms of the Electric Franchise Agreement would serve the public interest of the citizens of the Town of Firestone and will meet the future electricity-related needs of the community, and further finds 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 13.24, "Electric Franchise," of Title 13 of the Firestone Municipal Code shall be repealed in its entirety and reserved as follows:

Chapter 13.24 - RESERVED.

Section 2. The Electric Franchise Agreement between the Town of Firestone and United Power, Inc., a Colorado not-for-profit electric cooperative, in the substantially the same form as the copy attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved, and United Power, Inc., is hereby granted a non-exclusive franchise to furnish, sell, transport, transmit and distribute electricity in the Town of Firestone pursuant to the terms and conditions of such Electric Franchise Agreement for the term stated in such Agreement. The Mayor is authorized to execute the Electric Franchise Agreement on behalf of the Town, subject to the requirement that United Power, Inc., shall have first executed the same.

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. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Firestone, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relationship to the proper legislative object sought to be obtained.

Section 5. 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 _____, 2026.

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac Jr., Mayor

ATTEST:

_____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A

[United Power/Firestone Electric Franchise Agreement]

ELECTRIC UTILITY FRANCHISE AGREEMENT
BETWEEN THE TOWN OF FIRESTONE, COLORADO
AND
UNITED POWER, INC.

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ARTICLE 1: DEFINITIONS

1.1 Short Title. This agreement shall be known as the Town of Firestone/United Power Electric Franchise Agreement ("Franchise, Franchise Agreement, or "Agreement").

1.2 Definitions. For the purpose of this Franchise, the following words and phrases shall have the meaning given in this article. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words shall" or "will" are mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.

"Board" or **"Board of Trustees"** means the governing body of the Town of Firestone.

"Commission" or **"CPUC"** means the Colorado Public Utilities Commission. United Power Board means the governing and regulatory body of United Power.

"Electricity" and **"Electric Service"** means all electric energy and electric service provided to members located within the Town, including street lighting and traffic signal lighting services.

"Electric Distribution Facility" means that portion of United Power's electric system, which delivers electricity from the substation breakers to United Power's meters including all devices connected to that system.

"Emergencies" means an event that directly influences the ability to provide service or is life threatening.

"Energy Conservation" means the decrease in energy requirements of specific members during any selected time period, with end-use services of such members held constant.

"Energy Efficiency" means methods of energy conservation, reduced demand or improved load factors resulting from hardware, equipment, devices, or practices that are installed or instituted at a customer facility.

"Facilities" means all physical components of United Power which are deemed necessary by United Power to provide electricity within and through the Town for transportation, distribution and sale of electricity and include, but are not limited to, plants, works, systems, substations, transmission and distribution structures, lines, street lighting fixtures, equipment, conduit, transformers, underground lines, meter reading devices, communications and data transfer equipment, wireless facilities and equipment, wires, cables, poles, and building structures.

"Party" or **"Parties"** refers to and includes United Power and the Town, either singly or collectively as the context requires.

"Private Project" refers to any project which is not covered by the definition of "Public Project."

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"Private Utility Easement" refers to any easement over, under, through, or above public or private property, lawfully acquired by, used by, or dedicated to United Power, its predecessors in interest, or other public or private utility companies for the right to place, access, operate, service and maintain infrastructure by such entities for purposes of furnishing utility services or for operating its utility system, including, but not limited to, United Power Facilities. A Private Utility Easement can include any easement that predates the Town's acquisition of a wider and longer Town Street that now includes the United Power Facility(ies).

"Public Project" refers to (1) any public work or improvement within the Town that is wholly owned or wholly funded by the Town; or (2) any public work or improvement that is wholly owned or is to be wholly owned by the Town after construction and Town acceptance; (3) or any public work or improvement within the Town where fifty percent (50%) or more of the funding is provided by any combination of the Town, the Federal government, the State of Colorado, or any other jurisdiction with which United Power holds a Franchise Agreement.

"Public Utility Easement" refers to any lawfully acquired or platted easement over, under, or above public or private property, expressly granted, conveyed or dedicated to, and accepted by, the Town for the public use or for the provision of essential services, including grants for the right to place, access, operate, service and maintain infrastructure by a public or private utility company for public benefit.

"Relocation" means any adjustment or accommodation of a United Power Facility on or within a Town Street or other Town Property, or in another location impactful to a Town project, to a different location that is made to resolve an actual or potential conflict between United Power's facilities and the Town's use of the property. This includes, but is not limited to, lowering, reboring, repositioning, modifying, temporarily removing and reinstalling the facility, or using any other reasonable method available to address the conflict.

"Renewable Resource" refers to any facility, technology, measure, plan or action utilizing a renewable "fuel" source such as wind, solar, biomass, geothermal, municipal, animal, waste-tire or other waste, or hydroelectric generation of twenty megawatts or less, including any eligible renewable energy resource as defined in § 40-2-124(1)(a), C.R.S., as the same shall be amended from time to time.

"Residents" means all persons, businesses, industry, governmental agencies and any other entity whatsoever, presently located or which are hereinafter located, in whole or in part, within the territorial boundaries of the Town of Firestone.

"Revenues" means those amounts of money, which United Power bills, and receives as payment, for the sale of Electricity under authorized rates to Residents.

"Rules and Regulations" means United Power's rules and regulations that outline the terms of service, member responsibilities, and operational guidelines for electric service provided to its members.

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"Service Area" means the area within which United Power is certified to serve by the CPUC, including the Town of Firestone.

"Streets" means streets, alleys, viaducts, bridges, highways, avenues, boulevards, roads, lanes, rights-of-way, easements, and pathways that are located in the Town and serve as a thoroughfare for vehicular travel.

"Street Lighting Facilities" refers to all United Power Facilities necessary to provide street lighting service.

"Street Lighting Service" refers to the illumination of streets and other Town property by means of United Power-owned non-ornamental street lights and United Power-owned ornamental street lights located in the Town or along the streets adjacent to the Town limits thereof, supplied from United Power's overhead or underground electric distribution system.

"Tariff" or "Tariffs" shall mean the any document that contains a pricing structure (inclusive of rates, charges, and service classifications) of which apply to United Power's provision of electric service to its members.

"Town" means the Town of Firestone, a Colorado statutory town and municipal corporation, located in Weld County, Colorado, and includes the territory that currently is, or may in the future be, included within the boundaries of the Town of Firestone within Weld County.

"Town Manager" means the Town Manager of the Town of Firestone and any agent, representative, officer or employee of the Town designated by the Town Board or the Town Manager to act as the official Town representative with the authority to act on behalf of the Town under this Franchise.

"Town Property" refers to Public Utility Easements, and the surface, the air space above the surface and the area below the surface of said easements as well as any other real property interests owned or controlled by the Town or hereafter acquired or held by the Town, which would not otherwise fall under the definition of "Town Streets."

"Town Streets" means any Street owned or controlled by the Town.

"Traffic Facilities" refers to any Town-owned or authorized traffic signal, traffic signage or other traffic control or monitoring device, equipment or facility, including all associated controls, connections and other support facilities or improvements, located in any streets or other Town property.

"Traffic Signal Lighting Service" refers to the furnishing of electricity from United Power's distribution system for use in traffic facilities pursuant to the rules and regulations relating to such service in United Power's Tariffs.

"United Power" means United Power, Inc. of Colorado, a Colorado not-for-profit electric cooperative, and its successors and assigns, but does not include its affiliates, subsidiaries, or any other entity in which it has an ownership interest.

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ARTICLE 2: GRANT OF FRANCHISE

2.1 Grant of Franchise. The Town hereby grants to United Power, for the period specified herein, and subject to the conditions, terms and provisions contained in this Agreement and United Power Rules and Regulations and Tariffs, as may be amended from time to time, a non-exclusive right to furnish, sell and distribute electricity within the Town, to the Town, and to all residents of the Town within United Power's service area as that services area is specified by the CPUC. Subject to the conditions, terms and provisions contained in this Agreement, the Town also hereby grants to United Power a non-exclusive right to acquire, construct, install, locate, maintain, operate, and to access, extend into, within, and through the Town and Town Property, all Facilities reasonably necessary to furnish, sell and distribute Electricity within the Town, and as may be necessary to carry out the terms of this Agreement; subject to the Town's prior right of usage for and subject to the Town's reasonable exercise of the police powers including, but not limited to, zoning, subdivision, permit, and building code requirements. These rights shall extend to all areas of the Town and Town Property within United Power's Service Area as specified by the CPUC, as the Town is now constituted, and to additional areas as the Town may increase in size by annexation or otherwise in said service area. The Town and United Power do not waive any of their rights under the statutes and Constitution of the State of Colorado and the United States, except as otherwise specifically set forth herein. The rights granted in this Franchise will include the right to provide non-exclusive Street Lighting Service and non-exclusive Traffic Signal Lighting Service to the Town, for which the Town will pay in accordance with its agreement with United Power or its established Rules and Regulations and Tariffs. These rights shall extend to all areas of the Town within United Power's Service Area, as it is now constituted, and to additional areas as the Town may increase in size by annexation or otherwise within United Power's Service Area.

2.2 Effective Date and Term of Franchise. This Franchise shall be effective as of the effective date of the ordinance adopting the same and shall supersede any prior franchise grants to United Power by the Town, and shall supersede the provisions of Article __, Chapter __ of the Municipal Code of the Town of Firestone. The term of the Franchise shall be twenty (20) years unless extended by mutual agreement of the Parties. This Franchise is not intended to revoke any prior Private Easement, license, grant, or right to use the Streets or other Town Property and such licenses, grants or rights of use are hereby affirmed. Such rights shall hereafter be governed by the terms of this Franchise. Any events occurring prior to the effective date of this Agreement shall be construed under the agreement in place as of the date of any such event except that any provisions relating to under-grounding of distribution lines shall be construed under this Agreement. All under-grounding fund balances in existence and work-in-process on the date this Franchise Agreement becomes effective shall carry forward unaffected by this transition and as provided generally herein. This Franchise may be extended for an additional five-year term upon the same terms and conditions as set forth in this Agreement after written acceptance of both parties for the extension.

2.3 Financial Responsibility.

(A) United Power shall submit to the Town certificates of insurance to demonstrate that United Power has the following insurance coverage to meet its obligations under the Franchise Agreement: worker's compensation insurance, comprehensive general liability and automobile liability insurance. The Town shall be listed as an additional

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listed insured for the comprehensive general liability insurance. United Power shall continuously maintain such coverage during the term of the Franchise, and the certificates of insurance shall be kept current by annual revisions as of January 1 during the term of the Franchise. The Town reserves the right to request and receive a copy of an insurance certificate(s) from United Power's insurers, demonstrating the placement of the coverage required hereunder. The Town may require, from time to time, and United Power agrees to provide, additional reasonable funding of United Power's indemnification obligations as a self-insured, if United Power is acting as a self-insured. Nothing herein contained shall create any right in any third party or cause the Town to be liable to any party for a failure so to act.

(B) The parties hereto understand and agree that the Town, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this Franchise Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

(C) The Town agrees to list United Power as an additional listed insured on the Town's insurance policies, and to cover any claims by any person or entity for injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the acts or omissions of the Town, its trustees, employees, agents, contractors, and subcontractors, or in connection with or based upon a violation of applicable Federal, state or local laws by the Town, and related to the Facilities and operations described in this Franchise Agreement.

2.4 Notice of Boundary Changes.

(A) United Power will provide the Town with a map defining the current United Power service area within the Town within thirty (30) days of the execution of this Agreement.

(B) United Power will notify the Town within thirty (30) days of any changes in boundaries of United Power service area in the Town. Such notice will be in written form addressed to the Town Manager.

(C) Pursuant to the processes outlined in C.R.S. Section 31-12-101, et. seq. the Town will notify United Power of all proposed annexations to the Town.

2.5 Conditions, Limitations and Exclusions.

(A) The right to use and/or occupy Town Streets and other Town Property for the purposes set forth herein is not, and shall not be deemed to be an exclusive Franchise, and the Town reserves the right to itself to make or grant a similar use of Town Streets and other Town Property to any other person, firm or corporation. The right to make reasonable use of Town Streets and other Town Property to provide electric service to the Town and its residents under the Franchise is subject to and subordinate to any Town usage of Town Streets or other Town Property.

(B) Nothing contained in this Franchise shall be construed to authorize United Power to engage in any activities requiring a license or permission from the Town other than the provision of Electricity without first obtaining such license or permission. This Agreement does not grant United Power the right, privilege or authority to engage in the cable television business, but does not prohibit joint use agreements between United

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Power and cable television companies or other business for the shared use of Facilities. Any such joint use or similar agreements entered into by United Power shall be consistent with United Power's obligations and responsibilities under this Franchise, including inserting provisions that require any joint user of an above ground Facility be required to bear their costs of relocating such facility under-ground where United Power converts its shared above ground Facilities to an under-ground facility.

(C) This Agreement does not grant United Power the right, privilege or authority to use or occupy any land currently designated as parks, park land or open space of the Town or which may in the future be so designated except to the extent United Power is currently using or occupying said parks, park land or open space and as otherwise authorized in writing by the Town. United Power shall not expand its use or occupancy of said parks, park land or open space except by specific written authorization of the Town; provided, however, that nothing herein contained shall limit or restrict United Power's right to maintain, renovate, repair or replace any Facilities currently occupying said parks, park land or open space, subject to the conditions set forth in this Franchise. The Town may require removal, relocation, or under-grounding of Facilities from any parks, park land or open space subject to conditions set forth herein.

2.6 Police Powers.

(A) The Town retains the following rights in regard to this Franchise:

(1) To use, control and regulate, through the exercise of its police power, Town Streets, Public Utility Easements and other Town Property, including the air above and space beneath them.
(2) To impose such other regulations as may be determined by the Town Board to be necessary in the exercise of its police power to protect the health, safety, welfare and convenience of the public.

(B) United Power expressly acknowledges the Town's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the Town considers making any substantive changes in its local codes or regulations that in the Town's reasonable opinion will significantly impact United Power's operations in the Town's Streets and other Town property, it will make a good faith effort to advise United Power of such consideration; provided, however, that lack of notice shall not be justification for United Power's non-compliance with any applicable local requirements. United Power expressly acknowledges the Town's right to enforce regulations concerning United Power's access to or use of the Streets and other Town property, including requirements for permits.

(C) United Power shall comply with all laws, regulations, permits, and orders enacted by the Town that are applicable to United Power's provision of electric service within the Town.

2.7 Payment of Expenses in Relation to Ordinance. United Power shall pay for reasonable expenses incurred in publication of notices and ordinances related to activities or changes under

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this Franchise that are requested by United Power. Any changes requested by the Town shall be paid by the Town.

2.8 Continuation of Utility Service. In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the Town has not provided for alternative utility service, United Power will not remove any United Power Facilities pending resolution of the disposition of the system, or portions thereof, and shall continue to provide, and be paid for at current rates, electric service within the Town until the Town arranges for utility service from another provider. United Power further agrees that it will not withhold any continued interim electric services necessary to protect the public. The Town agrees that in the circumstances of this Section 2.8, United Power shall be entitled to monetary compensation as provided in United Power's Rules and Regulations and Tariffs on file with the United Power Board and United Power shall be entitled to collect from residents and shall be obligated to pay the Town, at the same times and in the same manner as provided in the Franchise, an aggregate amount equal to the amount which United Power would have paid as a franchise fee as consideration for the continued interim use of the Town Streets. Only upon receipt of written notice from the Town stating that the Town has adequate alternative electric service for residents and upon order of the CPUC or Board shall United Power be allowed to discontinue the provision of electric service to the Town and its residents. United Power will be compensated through the agreed upon final date of interim electric service provided by United Power.

ARTICLE 3: FRANCHISE FEE

3.1 Franchise Fee. In consideration for the grant of this Franchise, United Power shall pay the Town a sum equal to three percent (3%) of all Revenues received from the sale of Electricity. Payment of the franchise fee shall not exempt United Power from any lawful taxation upon its property or sales, except as set forth in 3.4 and 3.5 below. All amounts paid to United Power by the Town for use of Electricity by any of its departments shall be excluded from computation of the franchise fee.

3.2 Surcharge of Franchise Fee. United Power may collect this fee by adding a surcharge not to exceed the franchise fee upon all Town residents that use Facilities of United Power in the Town to obtain electrical service.

3.3 Electric Service Provided to the Town. No franchise fee shall be charged to the Town for electric service provided to the Town for its own consumption, including Street Lighting Service and Traffic Signal Lighting Service

3.4 Franchise Fee Payment in Lieu of Certain Taxes and Other Fees. The Town accepts payment of the franchise fee by United Power in lieu of any occupation tax, occupancy tax, license tax, or similar tax or fee the Town might charge United Power or its subcontractors for the privilege of doing business in the Town or for the use or occupation of Public Utility Easements, Town Streets, or other Town Property for the furnishing of Electricity.

3.5 Franchise Fee Payment Not In Lieu of Permit or Other Fees. Notwithstanding the provisions of 3.4, payment of the franchise fee does not exempt United Power from any other lawful tax or fee imposed generally upon persons doing business within the Town, including by way of illustration, any fee for a street closure permit, an excavation permit, a street cut permit, or

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other lawful permits hereafter required by the Town. The Parties agree, however, that when such permits are necessary for work requested by the Town, on behalf of the Town, or for Town-projects within the Town, Town Street permit fees will be waived for United Power for such projects.

3.6 Payment Schedule. Unless otherwise specifically provided herein, payment of the franchise fee accruing after the effective date of this Agreement shall be made in monthly installments not more than twenty (20) days following the close of the month for which payment is to be made for the franchise fees resulting from the sale of Electricity. Initial and final payments shall be prorated for the portions of the months at the beginning and end of the term of this Agreement. All payments shall be made to the Town in care of the Director of Finance. All payments shall be accompanied by an accounting detailing how the payment amount was calculated, which accounting shall include a statement of those amounts of money that United Power billed for the sale of Electricity; and showing the net taxable amount and the franchise fees billed.

3.7 Audit of Franchise Fee Payments.

(A) If requested by the Town, every three (3) years commencing at the end of the third year of this Franchise, United Power shall conduct an internal audit to investigate and determine the correctness of the franchise fee paid to the Town. Such audit shall be limited to the previous three (3) calendar years. If requested, United Power shall provide a written report to the Town Manager containing the audit findings regarding the franchise fee paid to the Town for the previous three (3) calendar years.

(B) If the Town disagrees with the results of the audit, and if the Parties are not able to informally resolve their differences, the Town may conduct its own audit at its own expense, and United Power shall cooperate fully, including but not necessarily limited to, providing the Town's auditor with all information reasonably necessary to complete the audit. If the results of a Town audit conducted pursuant to Section 3.7 concludes that United Power has underpaid the Town by three percent (3%) or more, in addition to the obligation to pay such amounts to the Town, United Power shall also pay all costs of the audit. Errors arising solely from customer addresses inadvertently not identified as located within the municipal boundaries of the Town shall not be included in determining the error rate unless the Town has provided specific detailed written notice to United Power that such location address is within the municipal boundaries of the Town.

(C) Either Party may challenge any written notification of error as provided for in this Section 3.7 of this Franchise by filing a written notice to the other Party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the Party's notice. The Parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

(D) In addition to the three (3) year audit provided above, the Town Manager, or official Town representative, shall have access to the metering records of United Power during normal business hours upon reasonable notice for the purpose of auditing to ascertain that the franchise fee has been correctly computed and paid. All information obtained by the Town Manager during a franchise fee audit shall be kept confidential and shall

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be utilized for the sole purpose of verifying that the franchise fee has been correctly computed and paid.

(E) In the event the Town determines after written notice to United Power that United Power is liable to the Town for payments, costs, expenses or damages of any nature, and subject to the United Power's right to challenge such determination, the Town may deduct all monies due and owing the Town from any other amounts currently due and owing United Power. Upon receipt of such written notice, United Power may request a meeting between the United Power's designee and a designee of the Town Manager to discuss such determination. As an alternative to such deduction, the Town may bill United Power for such assessment(s), in which case, United Power shall pay each such bill within thirty (30) days of the date of receipt of such bill. If the United Power challenges the Town determination of liability, the Town shall make such payments pursuant to the United Power's tariffs until the challenge has been finally resolved.

3.8 Contract Obligation. This Franchise Agreement constitutes a valid and binding agreement between United Power and the Town. In the event that the franchise fee specified in this Agreement is declared illegal, unconstitutional or void for any reason by final judgment of any court (or other proper authority), United Power shall be contractually bound to pay monthly fees to the Town in an aggregate amount that would be equivalent to the amount which would have been paid by United Power as a franchise fee hereunder as consideration for use of the Town Streets and other Town property.

3.9 Payment of Taxes and Fees. United Power shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extra ordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement ("Impositions"), provided that United Power shall have the right to contest any such Impositions and shall not be in breach of this section so long as it is actively contesting such Impositions. The Town shall not be liable for the payment of taxes, late charges, interest or penalties of any nature other than pursuant to applicable Tariffs on file and in effect from time to time with the United Power Board.

ARTICLE 4: ADMINISTRATION OF FRANCHISE

4.1 Supervision.

(A) Town Designee. The Town Manager, or the Manager's designated representative, is hereby designated the official of the Town having full power and authority to take appropriate action for and on behalf of the Town and its inhabitants to enforce the provisions of this Franchise and to investigate any alleged violations or failures of United Power to comply with the provisions hereto or to adequately and fully discharge its responsibilities and obligations hereunder. The failure or omission of said official Town representative to so act shall not constitute any waiver or estoppel nor limit independent action by other Town officials. The Town Manager may also designate one or more Town representatives to act as the primary liaison with United Power as to particular matters addressed by this Franchise and shall provide United Power with the name and telephone numbers of said Town representatives. The Town may change

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these designations by providing written notice to United Power. The Town's designee shall have the right, at all reasonable times, to inspect any United Power Facilities in Town Streets.

(B) United Power Designee. United Power shall designate a representative to act as the primary liaison with the Town and shall provide the Town with the name, address, and telephone number for United Power's representative under this Franchise. United Power may change its designation by providing written notice to the Town. The Town shall use this liaison to communicate with United Power regarding electric service and related service needs for Town Facilities. Generally speaking, United Power key account and member relations, as well as government relation's representatives, will engage with the Town concerning the Agreement.

(C) In order to facilitate such duties of the said official Town representative, United Power agrees as follows:

(1) To allow said official Town representative or his designee reasonable access to United Power's Facilities that are directly used to serve the Town of Firestone, and that said Town official may make and supervise tests to determine the quality of the electric service supplied to members of United Power within the municipal boundaries of the Town of Firestone. Access to United Power Facilities described in this paragraph and 4.1(C)(2) shall be on an "appointment made" basis during normal business hours. The Town official(s) provided access shall be accompanied by at least one employee of United Power of its choosing. The Town official(s) shall comply with all United Power requirements for such access, and particularly safety requirements. For safety reasons, United Power shall have the right to designate — at its sole discretion — the method, means, and timing of such access, which access United Power can terminate or deny at its discretion.

(2) To grant said official Town representative or his designee reasonable access to the books and records of United Power, insofar as they narrowly relate to relevant matters covered by this Franchise only, upon advance appointment made during normal business hours.

(3) To provide said Town official with such reasonable reports containing or based on information readily obtainable from United Power's books and records as the Town may from time to time reasonably request with respect to the electric service supplied under this Franchise.

(4) To meet as requested with said official Town representative to share information useful in coordinating management, operation, and repair of the Facilities of United Power and the operations and property of the Town.

4.2 Coordination of Work.

(A) United Power agrees to meet with the Town's designee upon a reasonable written request for the purpose of reviewing, implementing, or modifying mutually beneficial procedures for the efficient processing of United Power bills, invoices and other requests for payment.

(B) United Power agrees to coordinate its activities in Town Streets and on other Town Property with the Town. With the exception of requests under Articles 6 and 8 that require more advance notice as well as more frequent meetings, the Town and United Power will meet annually upon the written request of the Town designee to exchange

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their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect Town Streets and other Town Property. The Town and United Power shall hold such meetings as either deems necessary to exchange additional information with a view towards coordinating their respective activities in those areas where such coordination may prove beneficial and so that the Town will be assured that all provisions of this Franchise, building and zoning codes, and air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

4.3 Examination of Records. The Parties agree that any duly authorized representative of the Town and United Power shall have access to and the right to examine any directly pertinent non-confidential books, documents, papers, and records of the other Party involving any activities related to this Franchise. All such records must be kept for a minimum of four (4) years from their date of creation, and then may be, at the option of their holder, appropriately disposed of. To the extent that either Party believes in good faith that it is necessary in order to monitor compliance with the terms of this Franchise to examine confidential books, documents, papers, and records of the other Party, the Parties agree to meet and discuss providing confidential materials including, but not limited to, providing such materials subject to a reasonable confidentiality agreement which effectively protects the confidentiality of such materials.

ARTICLE 5: REPORTS

5.1 Reports of United Power Operations. United Power will submit reasonable financial and operating reports containing or based on information available from United Power's books and records annually to the Town and other reports the Town may from time to time reasonably request with respect to the operations of United Power under this Franchise only, provided that such information can be provided at a reasonable cost to the Town. Such reports shall be marked "CONFIDENTIAL" by United Power and the Town shall keep the reports as confidential and not subject to public inspection, except as otherwise required by law. Such form of reports may be changed from time to time as mutually agreed between the Town and United Power.

5.2 Annual Reports. United Power will provide the Town on or before May 1 of each year beginning, for the preceding calendar year, after the effective date of this Franchise:

(A) United Power's then modified debt service calculation;
(B) A report of margins collected by United Power; and
(C) Short-term (three years or less) and long-term (over three years) plans for all major known capital improvements, construction and excavation within the Town or affecting service to the Town and its residents.

5.3 Requested Reports. Upon a reasonable request by the Town, United Power will provide the Town:

(A) A list of real property and leasehold interests in real property owned by United Power within the municipal boundaries of the Town, for the purpose of calculating property taxes;
(B) A map (paper or electronic copy) indicating the major location of United Power Facilities within and contiguous of the municipal boundaries of the Town of Firestone;

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(C) A report regarding the reliability indexes of United Power's electric service;
(D) A list of all Town electrical accounts and account numbers and items metered; and/or,
(E) A list of street lights in the Town energized by United Power.

5.4 Copies of Tariffs and Regulatory Filings. All United Power Rules, Regulations and Tariffs are publicly available on the United Power website. Town acknowledges that United Power is a not-for-profit electric cooperative formed primarily to distribute electrical energy, and its utility rates are not subject to regulation by the CPUC and are largely determined by the cost of acquiring electric power from its supplier(s).

ARTICLE 6: SUPPLY, CONSTRUCTION AND DESIGN

6.1 Adequate Supply at Lowest Reasonable Cost. United Power will work with its wholesale power suppliers to take all reasonable and necessary steps to ensure an adequate supply of Electricity to United Power's members at the lowest reasonable cost consistent with long term supply reliability.

6.2 Service Reliability.

(A) United Power will operate and maintain United Power Facilities efficiently and economically and in accordance with general utility practices and consistent with the provision of adequate, safe, and reliable electric service. United Power recognizes and agrees that, as part of its obligations and commitments under this Franchise, United Power shall carry out each of its performance obligations in a timely, expeditious, efficient, economical, and workmanlike manner.

(B) United Power shall be excused from the performance of its obligations hereunder, to the extent that performance of said obligations are delayed due to: failure of high voltage transmission Facilities needed to serve the Town which are beyond United Power's responsibility and control including, but not limited to, strikes; acts of public or private enemies; war; order of military authority; anarchy; insurrections; riots; effects, results, and/or consequences of epidemics and/or pandemics; meteorological; stellar; weather; tornadoes; landslides; earthquakes; floods; any Act of God; or any other reason beyond United Power's control. Notwithstanding the foregoing, if the supply of Electricity should be interrupted due to any circumstance beyond United Power's control, United Power will take all necessary and reasonable actions to restore such supply at the earliest practicable time.

6.3 Planned Outage. If the supply of Electricity to members should be interrupted due to a planned outage, except cases of emergency outage repair, United Power shall notify, consistent with the provisions of Section 6.6, its members as soon as practical in advance of the planned outage. United Power agrees that it will in good faith try to contact all members at least forty-eight (48) hours prior to a planned outage.

6.4 Compliance with Town Requirements/Cooperation in Long Term Planning. Representatives of the Town and United Power will meet annually to discuss annual and long-term planning for capital improvement projects contemplated by each within the Town. United Power will include within its capital improvement projects the plans of the Town relating to same. The Parties will exchange reports regarding annual and long-term planning for capital improvement

projects with descriptions of construction activities including, to the extent known, the timing and method of construction.

Additionally, the Town agrees, if feasible, to provide United Power with at least one (1) year advance written notice for any project that requires United Power to budget or allocate capital, including but not limited to allocation of Underground Facilities or requests for Relocation of United Power Facilities, including as contemplated by Article 6.9 and Articles 8.3 and 8.4.

The Town will endeavor to submit its notice together with the currently available design documents and scope of work, even if such materials are in draft or preliminary form. United Power shall use these draft materials solely for the purpose of preparing an internal, preliminary budget to support long range capital planning.

6.5 Excavation, Construction Related to Maintenance and Repair Work.

United Power will be responsible for obtaining, paying for, and complying with all applicable permits including, but not limited to, excavation, street closure and street cut permits, in the manner required by the laws, ordinances, and regulations of the Town. All construction, excavation, maintenance and repair work done by United Power will be done in a timely manner, which minimizes inconvenience to the public and individuals. When United Power does any work in or affecting the Town Streets, it will, at its own expense, promptly remove any obstructions there from and restore such Town Streets or other Town Property to a condition that meets applicable Town standards. If weather or other conditions do not permit the complete site restoration for work done pursuant to this Section, United Power may, with the approval of the Town, temporarily restore the affected Town Streets or other Town Property, provided that such temporary site restoration is at United Power's sole expense and provided further that United Power promptly undertakes and completes any necessary permanent site restoration when the weather or other conditions no longer prevent such permanent restoration. All site restoration work under this section will be subject to inspection by the official Town representative and compliance by United Power with reasonable remedial action required by said official pursuant to inspection and left in equivalent or better conditions as found. Upon the request of the Town, United Power will restore the Town Streets or other Town Property to the same condition they existed prior to United Power undertaking the work, or improve them to a better condition, if reasonably achievable, provided that the Town shall be responsible for any incremental costs incurred by United Power to improve the Town Streets or other Town Property. If United Power fails to promptly restore the Town Streets or other Town Property as required by this Section, and if, in the reasonable discretion of the Town, immediate action is required for the protection of public health and safety, the Town may, upon giving reasonable notice to United Power that is commensurate with the danger posed, restore such Town Streets or other Town Property or remove the obstruction therefrom; provided, however, that such Town actions do not unreasonably interfere with United Power Facilities. United Power shall be responsible for the actual cost incurred by the Town to restore such Town Streets or other Town Property or to remove any obstructions therefrom. In the course of its restoration of Town Streets or other Town Property under this Section, the Town shall not perform work on United Power Facilities unless specifically authorized by United Power in writing on a project by project basis and subject to the terms and conditions agreed to in such authorization.

6.6 Outages and Restoration of Service.

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(A) **Member Notification**. Upon a reasonable request by the Town, United Power will provide annually to the Town Manager a written protocol that addresses the process for member notification of preplanned power outages, including the specific provisions to be included in the notice, the estimated time for restoration, the manner by which such notice will be provided, and the contact names and telephone numbers associated therewith.

(B) **Town Notification**. United Power will provide to the Town daytime and nighttime telephone numbers of a designated United Power representative from whom the Town designee may obtain status information from United Power on a twenty-four (24) hour basis concerning interruptions of Electricity in any part of the Town.

(C) **Restoration**. In the event United Power's electric system, or any part thereof, is partially or wholly destroyed or incapacitated, United Power will use due diligence to restore such systems to satisfactory service within the shortest practicable time, or provide a reasonable alternative to such system if United Power elects not to restore such system.

6.7 Installation and Maintenance of United Power Facilities.

(A) **United Power Facilities**. Except for emergencies, the construction, excavation, installation, maintenance, renovation, repair and replacement of any Facilities by United Power within the municipal boundaries of the Town will be subject to permitting, inspection and approval of locations by the official Town representative. Such regulation shall include, but not be limited to, the following matters: location of Facilities in the Town Streets and other Town Property; disturbance and reconstruction of pavement, sidewalks and surface Town Streets and other Town Property. All United Power Facilities will be installed so as to cause a minimal amount of interference with such property. United Power Facilities will not interfere with any Town-owned or controlled utility, transportation or telecommunications infrastructure, parks, or any other municipal use of the Town's Streets or other Town Property, except to the extent the Town agrees through the permit process. United Power will erect and maintain its Facilities in such a way as to minimize interference with trees and other natural features and vegetation. United Power and all its subcontractors will comply with all permitting, local regulations and ordinances. In emergency situations, United Power will, after the fact, comply with permitting and inspection requirements of the Town. United Power will install, repair, renovate and replace its Facilities with due diligence in good and workmanlike manner, and United Power's Facilities will be of sufficient quality and durability to provide adequate and efficient electric service to the Town and its residents.

(B) **Town Projects**. Where United Power performs construction projects requested by the Town, the Town and United Power's system design team will use best efforts to negotiate and develop a mutually acceptable project scope and timeline for completing the work, including but not limited to, project budget, deposits, and (unless a standard process is in place)a process for requesting and approving change orders and invoices during the course of the requested projects, which shall be memorialized in a separate project manual or construction contract if United Power retains a third-party contractor to perform the work. Upon completion of the Town project, United Power will provide a final detailed report to the Town, reconciling the original projected cost estimates,

including any approved change orders, to the actual costs incurred in completing the project and will bill the Town for the same.

6.8 Obligations Regarding United Power Facilities.

(A) **United Power Facilities**. All United Power Facilities within Town Streets or other Town Property will be maintained in good repair and condition.

(B) **United Power Work Within the Town**. All work within Town Streets or other Town Property performed or caused to be performed by United Power shall be constructed, maintained and operated in an efficient, timely, safe and business-like manner, while minimizing inconvenience to the public and in a cost-effective manner, which may include the use of qualified contractors, and in accordance with all applicable laws, ordinances, and regulations and provides reasonable protection against injury and damage to persons or property.

(C) **Permit and Inspection**. The installation, renovation, and replacement of any United Power Facilities in the Town Streets or other Town Property by or on behalf of United Power will be subject to permit, inspection and approval by the Town. Such inspection and approval may include, but will not be limited to, the following matters: location of United Power Facilities, cutting and trimming of trees and shrubs, and disturbance of pavement, sidewalks, and surfaces of Town Streets or other Town Property. United Power agrees to cooperate with the Town in conducting inspections and will promptly perform any remedial action lawfully required by the Town pursuant to any such inspection.

(D) **Re-Energizing/De-Energizing.** For all residential and non-residential Electrical Service change-outs, upgrades, new, disconnect/reconnect and like for like replacements to any location within the Town, United Power and all of its contractors shall specifically comply with all applicable Town laws in accordance with Article 7. Further, United Power shall not energize an electrical installation to provide Electrical Service that requires an electrical inspection without first receiving written verification of the completed inspection from a Town building inspector (i.e., a release and "green tag") or written notice from the Town's Buildings Division authorizing temporary service or that the installation has been deemed to be an Emergency in accordance with applicable state and local laws. Where United Power has energized electrical installations for locations within the Town without an electrical permit inspection, the Town's chief building official will immediately notify United Power of a request to disconnect. If such official cannot reach United Power within three (3) hours to confirm the disconnect, a trained and qualified certified journey lineman, at the Town's sole risk and expense, may disconnect Electrical Service to such installations. In the event of an Emergency or public health and safety risk, the Town may perform the disconnect immediately, using a trained and qualified certified journey lineman, at the Town's sole risk and expense, notifying United Power as soon as reasonably practicable. The Town acknowledges the inherent risk and hazards such actions could take without engagement and action by United Power. United Power shall not reintroduce power to any property within the Town for which Electrical Service has been turned off or de-energized for a period of one year or greater, unless the reintroduction is first approved by a Town building inspector.

(E) **Increase in Voltage**.

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(1) **Customer Notification**. United Power will use best efforts to notify affected members if there will be facility changes that result in a material increase in voltage of the service to such members.

(2) **Town Facilities**. United Power will reimburse the Town for the reasonable and necessary cost of upgrading the electrical system or facility of any Town building or facility that uses electric service where such upgrading is caused or occasioned by United Power's decision to increase the voltage of delivered electrical energy; unless such change is caused by, requested, or mandated by the Town, in which case the Town shall reimburse United Power for any reasonable costs United Power incurs in relation to such upgrading.

(F) **As-Built Drawings**. Upon reasonable written request of the Town designee, United Power will provide within thirty (30) days of the request, as-built drawings of any United Power Facility installed within the Town Streets or contiguous to the Town Streets. As used in this section, as-built drawings refers to the Facility drawings as maintained in United Power's geographical information system or any equivalent system. United Power will not be required to create drawings that do not exist at the time of the request.

6.9 Relocation of United Power Facilities. The Parties understand that situations may arise when Relocation of United Power Facilities is necessary for certain Town purposes as set forth in (A) below. The Party that bears the cost of such Relocation is set forth in (B) below. The processes with respect to a requested Relocation are set forth in (C) below.

(A) **Relocation Triggers**: The Town may request Relocation upon the reasonable determination that such Relocation is necessary for any of the following purposes: (i) the construction, repair, maintenance, improvement or use of a Town Street or Town Property; (ii) because United Power's Facility is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town Property; (iii) because United Power's Facility conflicts with the design or implementation of a Public Project; (iv) for the reasonable exercise of the Town's police power to regulate the health, safety, or welfare of its community.

(B) **Scope and Cost of Obligation**. United Power's obligation to perform a Relocation at its sole cost and expense shall not apply in the following circumstances: (i) where United Power's Facilities fall within a Private Easement or have been installed on private land or within a Private Utility Easement that predates the Town's acquisition of a wider and longer right-of-way that now includes the United Power Facility(ies); (ii) where the Town requires the Relocation of a United Power Facility that exclusively provides service to Town-owned or Town-operated buildings or structures; or (iii) where the Relocation is a prerequisite to approval of a private development or (iv) where the Relocation primarily benefits a non-franchise jurisdiction or entity not served by United Power. To the same extent as such expenses would be the responsibility of any other customer of United Power, if, pursuant to this Section 6.9(B), the Town requires the Relocation of a United Power Facility, then United Power shall be entitled to reimbursement of its Relocation costs.

(C) **Coordination and Relocation Request Process**.

(1) **Informal Notice**. The Town will notify United Power via email when it is becomes aware of a project or condition that may reasonably constitute a triggering event

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requiring a Relocation. Following such notice, the Parties shall engage in good-faith, informal communication to exchange available information regarding the anticipated scope, timing, and nature of the potential Relocation. Informal notice and communications under this subsection are non-binding and shall not be deemed a formal request for Relocation.

(2) **Town Notice Requesting Proposed Alternatives or Modifications ("RPA")**. Where design of a project has progressed to the point where the Town can determine, in its sole discretion, that issuance of a Relocation Request Notice to United Power under (C)(3) is likely, the Town shall first provide United Power with a written Request for Proposed Alternatives or Modifications ("RPA"). The RPA shall identify the known or anticipated facility conflicts and shall establish a date and time, not more than ten (10) days after issuance of the RPA, for the Parties to meet and confer in good faith. The meet-and-confer shall be limited to discussion of the following, to the extent applicable: (a) the identification of the United Power Facility conflict(s); (b) the feasibility of adjusting project design requirements, drawings and/or specifications to avoid or minimize the effect of the conflict; (c) whether United Power can implement measures other than Relocation to mitigate or avoid the conflict(s); (d) United Power's proposed changes or modifications to the project design requirements, drawings and/or specifications; and (e) means and methods to accomplish the Relocation work. If, as a result of the meet-and-confer, United Power proposes modifications to the Town's project design, United Power shall submit such proposal, including construction drawings, plans, and specifications, no later than forty-five (45) days after the meet-and-confer. All drawings and documents shall be stamped and signed by a licensed professional engineer. Within thirty (30) business days after receipt of United Power's complete submittal, the Town shall notify United Power whether the proposed modification is acceptable and shall identify any costs or expenses the Town would incur as a result of implementing the modification. United Power shall have thirty (30) business days after receipt of the Town's notice to accept the proposed modification and associated costs in writing. Upon acceptance, United Power shall promptly reimburse the Town for the identified costs in accordance with the Town's invoice. If United Power does not timely accept the proposed modification and associated costs, or if the Town rejects United Power's proposed modification, the Town shall have no further obligation to modify its project design, and the Town may proceed with the Relocation Request Notice process under subsection (3).

(3) **Formal Request for Relocation**. After completing the steps above, the Town may issue a Relocation Request Notice to United Power. The Relocation Request Notice shall identify the project necessitating the Relocation, describe the Facilities to be relocated, explain the reasons for the Relocation, and specify the requested timing for such Relocation. The notice shall be accompanied by the most detailed Application for Service then in effect and available on United Power's website. If any such United Power Facilities subject to the Relocation Request Notice contain a 34 kV or greater line, the Town's Relocation Request Notice shall include a detailed basis for the Town's determination that such Relocation is necessary for any of the purposes set forth in Section 6.9 A (i) through (iv), above.

(D) **Completion of Relocation**.

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(1) United Power shall complete any such Relocation not later than one hundred and eighty (180) days after receiving the applicable Relocation Request Notice. If, however, the Relocation cannot feasibly be completed within such time period, considering all relevant factors, including without limitation, the nature and voltage of the applicable United Power Facility, the scope of the work involved in such Relocation, equipment lead times and supply chain constraints, easement options, and any governmental or regulatory approvals required in connection therewith, the Town and United Power shall, as soon as is reasonably possible after United Power's receipt of the applicable Relocation Request Notice, coordinate and cooperate with one another to develop a mutually agreeable comprehensive relocation plan, consisting of utility design plans, utility construction work documents, proposed relocation site(s); scheduling, costs of relocation, and determining the responsible party for the costs of relocation. Then, Town and United Power shall, as soon as is reasonably possible, enter into a project-specific utility relocation agreement to accomplish and implement the agreed-upon relocation plan. Upon mutual approval of any proposed utility relocation agreement, United Power shall undertake and complete relocation of its Facilities in accordance with the agreed-upon utility relocation agreement. Any revision by the Town of all service application submittal requirements provided to United Power that causes United Power to substantially redesign and/or change its plans regarding facility Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation.

(2) United Power and the Town recognize that all time limits for completing a Relocation as stated in this Agreement or the applicable project-specific utility relocation agreement are of the essence, and agree that Article 15.3 may be triggered in the event Relocation is not completed in accordance within this Article, subject to any extensions of time provided for by written agreement, which shall be not be unreasonably withheld. Furthermore, if United Power fails to comply with this relocation provision, the Town has the option to: (a) revoke United Power's franchise until the requested Relocation is completed; or (b) Relocate the Facilities at the United Power's sole cost and expense, without further notice to United Power.

(3) Once United Power has relocated a United Power Facility at the Town's request, any additional relocation of that same facility requested by the Town within two (2) years will not be at United Power's expense. This limitation shall not apply if the subsequent Relocation is required to address a significant public safety concern——or to respond to a force majeure event arising after the initial Relocation, including severe weather, natural disasters, or other unforeseen events that could not have been anticipated in the Town's original scope that materially affect site conditions. This limitation also shall not apply if the subsequent Relocation is necessary to comply with applicable state or federal highway authority design guidelines, including requirements related to roadway clearance, setbacks, or right-of-way use. At all times, the Town and United Power will work to minimize, best it can, expenses to either party.

(E) **Private Projects**. United Power shall not be responsible for the expenses of any relocation required by the Town's direct or indirect assistance for private projects, or

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projects proposed by non-franchise parties, and United Power has the right to require the payment of estimated relocation expenses from the affected private party before undertaking such relocation.

(F) **Completion**. Each such Relocation shall be deemed complete only when United Power actually relocates the United Power Facilities, restores the relocation site in accordance with this article of this Franchise or as otherwise agreed with the Town, and removes from the site or properly abandons on site all unused Facilities, equipment, material and other impediments.

(G) **Underground Relocation**. Underground Facilities shall be relocated underground. Above ground Facilities shall be placed above ground unless United Power is paid for the incremental amount by which the underground cost would exceed the above ground cost of relocation, or the Town requests that such additional incremental cost be paid out of available funds under Article 8 of this Franchise, to the extent those funds still remain and are relevant under this Agreement.

(H) **Coordination**. When requested in writing by the Town or United Power, representatives of the Town and United Power shall meet to share information regarding anticipated projects which will require relocation of United Power Facilities in Town Streets or other Town Property. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any timetable requested by the Town for the relocation.

6.10 Service to New Areas. If, during the term of this Franchise, the municipal boundaries of the Town are expanded within United Power's Service Area, United Power shall extend service to residents of the newly incorporated areas, and United Power shall be paid therefor, in accordance with United Power's extension policy set forth in its Tariffs at the earliest practicable time. Service to annexed areas shall be in accordance with the terms of this Franchise Agreement, including payment of franchise fees as defined in Section 3.1 of this Franchise.

6.11. New or Modified Service to Town Facilities. In providing new or modified electric service to Town facilities, United Power agrees to perform as follows:

(A) **Performance**. United Power will complete each project requested by the Town within a reasonable time. The Parties agree that the scope of work, material lead times, and right-of way issues will factor into what constitutes a reasonable time. That said, United Power will use best efforts not to exceed one hundred eighty (180) days from the date upon which the Town designee makes a written request and provides all service application submittal requirements as described in this section. United Power shall be entitled to an extension of time to complete a project where United Power's performance was delayed due to a cause that could not be reasonably anticipated by United Power or is beyond its reasonable control, after exercise of best efforts to perform, including but not limited to fire, strike, war, riots, acts of governmental authority, acts of God, forces of nature, judicial action, unavailability or shortages of materials or equipment and failures or delays in delivery of materials, or other causes described in 6.2(B) above. Upon request of United Power, the Town designee may also grant United Power reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

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(B) **Town Revision of Supporting Documentation**. Any revision by the Town of supporting documentation provided to United Power that causes United Power to substantially redesign and/or change its plans regarding new or modified service to Town Facilities shall be deemed good cause for a reasonable extension of time to complete the relocation under the Franchise.

(C) **Completion/Restoration**. Each such project shall be complete only when United Power actually provides the service installation or modification required, restores the project site in accordance with the terms of the Franchise or as otherwise agreed with the Town and removes from the site or properly abandons on site any unused Facilities, equipment, material and other impediments.

6.12 Modifications to United Power Facilities. United Power will modify United Power Facilities, including manholes and other appurtenances in Town Streets and other Town Property, to accommodate Town street maintenance, repair and paving operations at no cost to the Town. In providing such modifications to United Power Facilities, United Power agrees to perform as follows:

(A) **Performance**. United Power will complete each requested modification within a reasonable time, and depending on the scope of work, will not to exceed sixty (60) days from the date upon which the Town makes a written request and provides to United Power all information reasonably necessary to perform the modification. United Power shall be entitled to an extension of time to complete a modification where United Power's performance was delayed due to a cause that could not be reasonably anticipated by United Power or is beyond its reasonable control, after exercise of best efforts to perform, including but not limited to fire, strike, war, riots, acts of governmental authority, acts of God, judicial action, unavailability or shortages of materials or equipment and failures or delays in delivery of materials, or other reasons as described in 6.2(B) above. Upon request of United Power, the Town may also grant United Power reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(B) **Completion/Restoration**. Each such modification shall be complete only when United Power actually adjusts United Power Facility to accommodate the Town operations in accordance with Town instructions and, if required, readjusts, following Town paving operations.

(C) **Coordination**. As requested by the Town or United Power, representatives of the Town and United Power shall meet regarding anticipated street maintenance operations which will require such modifications to United Power Facilities in Town Streets or other Town Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

6.13 Third Party Damage Recovery

(A) **Damage to United Power Facilities**. If any individual or entity damages any United Power Facilities, the Town will notify United Power of any such incident and will provide United Power within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the individual or entity who/which caused the damage. United Power shall make reasonable efforts to recover the costs for damage to its Facilities from the responsible

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party. If the responsible party is not or cannot be identified the Town shall reimburse United Power for the costs of any damages to, or repairs needed of, United Power Facilities only to the extent such costs are not already paid by a third party, or otherwise covered under United Power's or the Town's available insurance coverage, if applicable or for which coverage exists.

(B) **Meeting**. United Power and the Town agree to meet periodically, upon written request of either Party, for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third parties for damaging United Power Facilities. The Town will also provide, at no cost to United Power or third parties investigating damages to either Town or United Power Facilities, any police reports or other information to identify, prosecute, or seek recovery of damages.

6.14 Technological Improvements. United Power may install future improvements and technological advances to its equipment and service within the Town, at United Power's discretion (but upon reasonable notice to the Town), when such improvements and advances are technologically and economically feasible, and safe and beneficial to the Town.

ARTICLE 7: COMPLIANCE

7.1 Town Regulation. The Town expressly reserves, and United Power expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, such provisions, ordinances and rules and regulations ("New Provisions") as may be deemed necessary by the Town, in the exercise of its police power, to protect the health, safety and welfare of its citizens and their properties. However, adoption of such new provisions shall not be inconsistent with the provisions in this Agreement. Town shall give United Power 180 days written notice of any provisions, ordinances, rules or regulations which may affect United Power's rights, obligations, and performance hereunder, and shall not implement the same until United Power has the ability to meet and confer with the Town concerning such New Provisions. If the New Provisions alter the Parties' rights, obligations or performance hereunder in any way, the Parties shall meet and confer on either modifying this Agreement or terminating it.

7.2 Compliance with Regulatory Agencies. United Power states that its Facilities will comply with the standards promulgated by all regulatory agencies with jurisdiction over United Power's services.

7.3 Compliance with Local Laws. United Power and all of its contractors will comply with the requirements of all municipal laws, ordinances, regulations, permits, and standards, including but not limited to requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. United Power will assure that its contractors working in Town Streets or other Town Property hold the necessary licenses and permits required by law.

7.4 Continued Compliance with Air and Water Pollution Laws. United Power shall use its best efforts to take measures which will result in its Facilities and operations meeting the standards required by applicable Town, county, state, and Federal air and water pollution laws, and laws

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regulating transportation of hazardous materials. Upon the Town's reasonable request, United Power will provide the Town with a status report of such measures.

ARTICLE 8: UNDERGROUND CONSTRUCTION AND OVERHEAD CONVERSION

8.1 New Lines Under-grounded. United Power will place all newly constructed electrical distribution lines underground in accordance with the applicable Town laws, ordinances, regulations and orders, including applicable Colorado building codes as adopted by the Town.

8.2 Conversion of Electrical Lines. United Power agrees to allocate an annual amount, equivalent to one and one-half percent (1-1/2%) of the preceding calendar year's Revenues derived from Residents ("Undergrounding Funds"). These Undergrounding Funds are to be solely utilized for under-grounding United Power's existing overhead electric distribution facilities within the Town and shall be applied toward requests by the Town in accordance with this Article 8. Any unexpended portion of the Undergrounding Funds shall be carried over to succeeding years. In addition, upon written request by the Town (no later than six (6) months prior to the request for an advance), United Power agrees to advance and expend amounts anticipated to be available under this Section 8.2 for up to two (2) years in advance. Any amounts so advanced shall be credited against amounts to be expended in succeeding years or otherwise held as Undergrounding Funds. The Town shall have no vested interest in the Undergrounding Funds and any monies in the Undergrounding Fund not expended at the expiration or termination of this Franchise Agreement shall remain the property of United Power. At the expiration or termination of this Franchise Agreement, United Power shall not be required to underground any existing overhead facilities under this Section 8.2, but may do so in its sole discretion. Furthermore, when the Parties mutually agree that undergrounding of United Power's distribution lines or applicable facilities is no longer applicable, required, necessary or desirable, United Power shall have no obligation to set aside, budget, allocate, or otherwise reserve Undergrounding Funds. Upon written agreement executed by an authorized Town representative and either the Chief Legal Officer or Chief Financial Officer of United Power, any obligation of United Power to budget or account for Undergrounding Funds shall be of no further force or effect and any Undergrounding Funds previously budgeted, escrowed, or otherwise allocated by United Power for undergrounding shall be retained by United Power and handled in accordance with its Rules and Regulations.

(A) United Power shall only utilize Undergrounding Funds for projects for which it has received written approval from the Town. Except as provided in Section 6.9(G) no relocation expenses which United Power would be required to expend pursuant to Article 6 of this Franchise Agreement shall be charged to this allocation. United Power shall not withhold approval of the plans of the Town except where essential for safety, or protection of the operating integrity of United Power's electric system.

8.3 Planning and Coordination of Under-grounding Projects. Consistent with Article 6.4, The Town and United Power shall mutually plan in advance the scheduling of under-grounding projects to be undertaken according to this Article as a part of the review and planning for other Town and United Power construction projects. When the Underground Funds are to be utilized, the Town will endeavor to make requests for work in which Underground Funds are to be used a year in advance of the work occurring. However, the Town's failure to make any such request less than a year in advance shall not restrict the availability of the allocated funds but may contribute to the delay in completion of the project. In addition, the Town and United Power agree to meet,

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as required, to review the progress of then-current under-grounding projects and to review planned future under-grounding projects. The purpose of such meetings shall be to further cooperation between the Town and United Power to achieve the orderly under-grounding of United Power facilities. At such meetings, the Parties shall review:

(A) Undergrounding, including conversions, public projects and replacements which have been accomplished or are underway, together with United Power's plans for additional undergrounding;
(B) Public projects anticipated by the Town; and
(C) Such meetings shall be held to achieve a continuing program for the orderly under-grounding of electrical lines in the Town.

8.4 Undergrounding Performance. Upon receipt of a written request from the Town, United Power will, to the extent of monies available in the Underground Fund and as otherwise provided herein, underground United Power Facilities – the portion of which can be undergrounded - in accordance with the procedures set forth in this Section 8.4.

(A) **Performance**. United Power will complete each under-grounding project requested by the Town within a reasonable time. Depending on the scope of the requested work, and lead times for equipment to ordered to complete the requested work, United Power will use best practice not to exceed one hundred eighty (180) days from the later of the date upon which the Town designee makes a written request and the date the Town provides to United Power a detailed Application for Service then in effect and available on United Power's website. United Power shall be entitled to an extension of time to complete each under-grounding project where United Power's performance was delayed due to a cause that could not be reasonably anticipated by United Power or is beyond its reasonable control, after exercise of best efforts to perform, including but not limited to, fire, strike, war, riots, acts of governmental authority, acts of God, forces of nature, judicial action, unavailability or shortages of materials or equipment and failures or delays in delivery of materials, or other reasons as set forth in 6.2(B) above. Upon request of United Power, the Town may also grant United Power reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.
(B) **Town Revision of All Service Application Submittal Requirements**. Any revision by the Town of all Application for Service submittal requirements provided to United Power that causes United Power to substantially redesign and/or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the under-grounding project under the Franchise.
(C) **Completion/Restoration**. Each such undergrounding project shall be deemed complete only when United Power actually undergrounds the designated United Power Facilities, restores the undergrounding site in accordance with this Franchise or as otherwise agreed with the Town designee and removes from the site or properly abandons on site any unused facilities, equipment, material and other impediments.
(D) **Estimates**. Promptly upon receipt of an undergrounding request from the Town and all Application for Service application submittal requirements necessary for United Power to design the undergrounding project, United Power will prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the Town to

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review and, if acceptable, issue a project authorization. United Power will not proceed with any requested project until the Town has provided a written acceptance of United Power estimate.

(E) **Town Requirement to Underground**. Any Town request to underground above ground United Power Facilities that cannot be paid for through Underground Funds, i.e. the funds are no longer available, must be paid for by the Town prior to undergrounding.

(F) **Cooperation with Other Utilities**. When undertaking an undergrounding project, the Town and United Power will work, as appropriate so that project proceeds safely and efficiently and without hindering or delaying United Power's project with the Town, with other utilities or companies which have their lines overhead to attempt to have all lines under-grounded as part of the same project. When other utilities or companies such as cable television and telephone companies or other utilities with overhead Facilities embark upon a program of underground construction where United Power has overhead Facilities, United Power will cooperate with these utilities and companies and undertake to underground United Power Facilities as part of the same project at no cost to the Town. United Power shall not be required to pay for the cost of under-grounding other companies' facilities or those of the Town, nor is United Power assuming responsibility for each such entity's work, acting as an agent for each such entity in terms of the exchange of information, or resolving conflicts between such entities during either before or during construction

(G) **Report of Actual Costs**. Upon completion of each under-grounding project, United Power will submit to the Town a detailed report of United Power's actual cost to complete the project and United Power shall reconcile this total actual cost with the accepted cost estimate.

(H) **Audit of Underground Projects**. The Town may require that United Power undertake an independent audit of any under-grounding project for five hundred thousand dollars ($500,000.00) or greater. The cost of any such independent audit shall be paid from and reduce the amount of the Underground Fund. United Power shall cooperate fully with any audit and the independent auditor shall prepare and provide to the Town and United Power a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the Town, only those actual project costs, including reasonable internal costs and overhead as charged to the project by United Power's normal cost accounting rules and protocols, confirmed and verified by the independent auditor as commercially reasonable and commercially necessary to complete the project shall be charged to the Underground Fund. Upon written request of the Town, but no more frequently than once a year, United Power shall provide the Town with a report detailing the amounts in the Underground Fund and identifying amounts encumbered for current projects.

8.5 Audit of Underground Fund. Assuming the Underground Fund is remaining, and upon a reasonable written request by the Town, but no more frequently than once every three (3) years, United Power will audit the Underground Fund for the Town. Such audits shall be limited to the previous three (3) calendar years. United Power will provide the audit report to the Town and will reconcile the Underground Fund consistent with the findings contained in the audit report. If the Town has concerns about any material information contained in the audit, the Parties shall meet and make good faith attempts to resolve any outstanding issues. If the matter cannot be resolved

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to the Town's reasonable satisfaction, United Power will, at its expense, cause an independent auditor, selected by agreement with the Town, to investigate and determine the correctness of the charges to the Underground Fund. The independent auditor shall provide a written report containing its findings to the Town and United Power. United Power will reconcile the Underground Fund consistent with the findings contained in the independent auditor's written report. If the independent auditor's report confirms United Power's allocations, costs and expenses, the Town shall be responsible for fifty percent (50%) of the cost for the independent auditor's work and report.

ARTICLE 9: ENVIRONMENT AND CONSERVATION

9.1 Environmental Leadership. United Power is committed to using the earth's resources wisely; supporting the advancement of emerging technologies, and helping its members use energy as efficiently as possible. United Power will strive to conduct its operations in a way that avoids adverse environmental impacts where feasible, subject to constraints faced by a cooperative utility. In doing so, United Power will consider environmental issues in its planning and decision making, and will invest in environmentally sound technologies when such technologies are deemed prudent and feasible. United Power will continue with its voluntary carbon reduction program to reduce greenhouse gas emissions and shall continue to explore ways to reduce water consumption at its Facilities. United Power will continue to work with the local, state and federal regulatory bodies as appropriate to to reduce electrocution and collision risks by eagles, raptors and other migratory birds caused by distribution lines.

9.2 Energy Conservation and Efficiency.

(A) **Energy Efficiency Programs**.

(1) **General.** The Town and United Power recognize and agree that energy conservation and efficiency programs offer opportunities for the efficient use of energy and reduction of members' energy consumption and costs. United Power recognizes and shares the Town's desire to advance the implementation of cost-effective energy conservation and efficiency programs, which direct opportunities to United Power's members to manage more efficiently their use of energy and, thereby, create the opportunity to reduce their energy consumption, costs, and impact on the environment. United Power will seek to develop and offer energy efficiency programs to its members. United Power commits to offer Demand Side Management (DSM) programs and similar succeeding programs, which provide members the opportunity to reduce their energy usage. In doing so, United Power recognizes the importance of (i) implementing cost-effective programs, the benefits of which could otherwise be lost if not pursued in a timely fashion and (ii) developing cost-effective energy management programs for the various classes of United Power's members. United Power commits to offer programs that attempt to capture market opportunities for cost-effective energy efficiency improvements such as municipal specific programs that provide cash rebates for efficient lighting, energy design programs to assist architects and engineers to incorporate energy efficiency in new construction projects, and recommissioning programs to analyze existing systems to optimize performance and conserve energy. United Power will advise the Town and United Power's members of the availability of assistance that United Power makes available for investments in energy conservation, and may do

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so through dissemination of such information through its Community Affairs Representatives, newsletters, newspaper advertisements, bill inserts and energy efficiency workshops and by maintaining information of these programs on United Power's website.

(2) **Town Improvements.** United Power agrees to work with the Town to implement periodic grant or other financial assistance programs or mechanisms to assist the Town in defraying costs incurred by the Town in making technology changes and/or modifications to Town Facilities or purchasing equipment to provide energy efficiencies and/or conservation. Such grant or other programs or mechanisms may include the provision of matching funds for external grant programs and/or other agreements to utilize accrued but unspent under-grounding funds, provided such programs or mechanisms do not affect materially United Power's current budget year. A mutually cooperative process including discussion during the June to August time frame for each ensuing budget year to include such expenditures in the next annual budget cycle will materially assist the Parties in best utilizing such grant or other financial assistance programs. Both Parties must agree on the program uses, terms, conditions and funding mechanisms for all such grant or other financial assistance programs before United Power will advance any funds for such program.

(B) **Renewable Resource Programs**. United Power agrees to invest in clean, renewable electric power and include renewable resource programs as an integral part of United Power's provision of electric service to its members. United Power will continue to promote existing or new programs in its service territory and take the following steps to encourage participation by the Town and United Power's members in available renewable resource programs:

(1) Notify the Town regarding eligible renewable resource programs;

(2) Provide the Town with support regarding how the Town may participate in eligible renewable resource programs; and,

(3) Advise members regarding participation in eligible renewable resource programs.

(C) **Five Year Review**. The Town and United Power agree to meet no less frequently than every five (5) years during the term of the Franchise to review and exchange information concerning new and additional energy conservation and efficiencies that may be implemented to further the stated intention of this Article 9.

ARTICLE 10: USE OF UNITED POWER FACILITIES

10.1 Town Use of United Power Poles. The Town may place qualified attachments on United Power's poles pursuant to and in accordance with United Power's established process for obtaining a license, including the execution of a License Agreement for Pole Attachment in the form attached hereto and agreed to by the parties, which shall not be amended except by mutual written agreement of the parties.

10.2 Third Party Use of United Power Facilities. If requested in writing by the Town, United Power may – but will not be required to -- allow other companies who hold Town franchises, or otherwise have obtained consent from the Town to use the Town Streets, to utilize United Power Facilities for the placement of their Facilities upon approval by United Power and agreement upon reasonable terms and conditions including payment of fees established by United Power. No such use shall be permitted if it would constitute a safety hazard or would interfere with United Power's

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use of United Power Facilities or increase United Power's costs. United Power shall not be required to allow the use of United Power Facilities for the provision of utility service except as otherwise required by law

10.3 Emergencies. Upon request, United Power will cooperate with the Town in developing an emergency management plan. In the case of any emergency or disaster, United Power will, upon a reasonable verbal request by the Town, make available United Power Facilities for temporary emergency use during the emergency or the disaster period. Such use of United Power Facilities shall be of a limited duration and will only be allowed if the use does not interfere with United Power's own use of such United Power Facilities or increase United Power's costs.

ARTICLE 11: INDEMNIFICATION OF TOWN

11.1 Held Harmless. United Power will construct, maintain and operate its Facilities in a manner which provides reasonable protection against injury or damage to persons or property. United Power shall not be obligated to hold harmless or indemnify the Town for claims, demands, judgments or losses which a court of competent jurisdiction finds to have arisen out of, relate to, or in connection with any act of any kind or nature, or failure to act of any kind or nature, including (but not limited to) the negligence, breach of any duty, or willful misconduct by or of the Town or its officers, contractors, agents or employees.

11.2 Notice to United Power. Within sixty (60) days after receipt of the same by the Town Attorney, the Town will provide notice to United Power of the pendency of any claim or action against the Town airing out of the exercise by United Power of its Franchise rights. United Power will be permitted, at its own expense, to appear and defend or to assist in defense of such claim.

11.3 Indemnification.

(A) **Town Indemnified**. United Power agrees to indemnify, defend and hold the Town harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the grant of this Franchise, the exercise by United Power of the related rights, or from the operations of United Power within the Town, and shall pay the costs of defense plus reasonable attorneys' fees. The Town shall (a) give prompt written notice to United Power of any claim, demand or lien with respect to which the Town seeks indemnification hereunder and (b) unless in the Town's judgment a conflict of interest may exist between the Town and United Power with respect to such claim, demand or lien, shall permit United Power to assume the defense of such claim, demand, or lien with counsel satisfactory to the Town. If such defense is assumed by United Power, United Power shall not be subject to any liability for any settlement made without its consent. If such defense is not assumed by United Power or if the Town determines that a conflict of interest exists, the Parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, United Power shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises out of, relates to, or is in connection with any act of any kind or nature, or failure to act of any kind or nature, including (but not limited to) the negligence, breach of any duty, or willful misconduct by or of the Town or its officers, contractors, agents or employees.

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11.4 Immunity. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Town may have under the Colorado Governmental Immunity Act (§24 10 101, et seq., C.R.S.) or of any other defenses, immunities, or limitations of liability available to the Town by law.

11.5 Waiver of Subrogation. The Town and United Power hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to their respective property resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Town and United Power. These waivers and releases shall apply between the Town and United Power, and they shall also apply to any claims under or through either one as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by either the Town or United Power concerning the property shall waive the insurer's right of subrogation against the other Party.

ARTICLE 12: TRANSFER OF FRANCHISE

12.1 Consent of Town Required.

(A) United Power shall not sell, transfer or assign this Franchise or any rights under this Franchise to another, by merger or otherwise, excepting only corporate reorganizations of United Power not involving a third party, unless the Town shall approve in writing such sale, transfer or assignment of rights. Approval of the sale, transfer or assignment shall not be unreasonably withheld. The charging or collection of the transfer fee hereinafter set forth is conclusively deemed reasonable.

(B) In order that the Town may share in the value this Franchise adds to United Power's operations, any such transfer or assignment by United Power of rights under this Franchise requiring Town approval under Section 12.1(A) shall require that the transferee to promptly pay to the Town an amount that is equal to the lesser of: (i) Three dollars ($3.00) per metered account located within the municipal boundaries of the Town, or (ii) three times the most recent twelve (12) months of franchise fees collected by the Town from United Power. In the event only a portion of United Power's service area within the municipal boundaries of the Town is transferred, the transfer fee shall be calculated by multiplying the greater of (i) and (ii) above by number of members transferred, divided by the then current number of members served by United Power in the Town before said transfer. Such transfer fee shall not be recovered from the Town or from the Town residents or property owners through electric rates of members in the Town or by a surcharge of the Residents of the Town by the transferee or United Power.

(C) Any sale, transfer or assignment of electric Facilities which cause degradation of Electricity within United Power's Service Area or results in a significant increase in rates to Town members shall constitute a violation of this Franchise.

ARTICLE 13: CHANGING CONDITIONS, COOPERATION AND COMMUNICATION.

13.1 Changing conditions. United Power and the Town recognize that many aspects of the electric utility business are currently the subject of discussion, examination and inquiry by different segments of industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way United Power conducts its business and meets

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its service obligations. In recognition of the present state of uncertainty respecting these matters, United Power and the Town agree, on request of the other, to negotiate in good faith an amendment of this Franchise or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of such developments.

13.2 Cooperation and communication. Furthermore, the Parties agree to cooperate fully and in good faith to perform their respective obligations under this Agreement. Each party shall provide reasonable assistance, information and resources as required to meet the expectations of this Agreement. Finally, the Parties agree to maintain frequent contact and communication concerning business matters in the Town, including but not limited to with respect to potential sales of real property within the Town's then-existing municipal boundaries.

ARTICLE 14: UNCONTROLLABLE FORCES.

Neither the Town nor United Power shall be in breach of this Franchise Agreement if a failure to perform any of the duties under this Franchise is due to uncontrollable forces, which shall include but not be limited to accidents, breakdown of equipment, shortage of materials, acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, other causes or contingencies of whatever nature beyond the reasonable control of the Party affected, including the causes set forth in 6.2(B) above, and which could not reasonably have been anticipated and avoided.

ARTICLE 15: BREACH AND REMEDIES

15.1 Non-Contestability. The Town and United Power agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed and except as may be specifically provided in this Franchise Agreement neither will take any unilateral legal action to secure the modification or amendment of this Franchise.

15.2 Breach/Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the "breaching party") to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a "breach"), the other party (the "non-breaching party") may provide written notice to the breaching party of such breach. Upon receipt of such notice, the breaching party shall be given a reasonable time, not to exceed thirty (30) days, in which to remedy the breach and except as provided under Article 15. If the breaching party does not remedy the breach within the time allowed in the notice, the non-breaching party may exercise the following remedies for such breach:

(A) Specific performance of the applicable term or condition; and,
(B) Recovery of actual damages from the date of such breach incurred by the non-breaching party in connection with the breach, but excluding any consequential damages.

15.3 Termination of Franchise by Town. In addition to the foregoing remedies, if United Power fails or refuses to perform any material term or condition of this Franchise (a "material breach"), and such failure is not an occurrence by force majeure under Article 14, the Town may provide written notice to United Power of such material breach. Upon receipt of such notice, United Power shall be given a reasonable time, not to exceed ninety (90) days, within which to remedy the material breach. If United Power does not remedy the material breach within the time allowed in the notice, the Town may, at its sole option, terminate this Franchise. This remedy shall

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be in addition to the Town's right to exercise any of the remedies provided for elsewhere in this Franchise. Upon such termination, United Power shall continue to provide electric service to the Town and its residents until the Town makes alternative arrangements for such service and be paid for such service in accordance with United Power's Bylaws. United Power shall also be entitled to collect from Residents and shall be obligated to pay the Town, at the same times and in the same manner as provided in the Franchise, an aggregate amount equal to the amount which United Power would have paid as a franchise fee as consideration for use of the Town Streets.

15.4 United Power Shall Not Terminate Franchise. In no event, other than caused by the Town's material breach of this Agreement, does United Power have the right to terminate this Franchise, but may transfer its rights hereunder after notice to Town and as otherwise set forth in Article 12.

15.5 No Limitation. Except as provided herein, nothing in this Franchise shall limit or restrict any legal rights or remedies that either Party may possess arising from any alleged breach of this Franchise.

ARTICLE 16: UNITED POWER OPERATIONS

16.1 Corporate Structure. Unless otherwise required by law, United Power shall continue its operations hereunder as a Colorado not- for profit corporation and cooperative controlled by its members and as generally provided under § 40 9.5 101, et seq., C.R.S. This subsection shall not limit the power of United Power to engage in other lawful business ventures through the use of subsidiary or controlled entities, including for profit ventures.

ARTICLE 17: AMENDMENTS

17.1 Amendment to Franchise. This Franchise Agreement represents the entire Franchise Agreement between the Parties and, except as otherwise specified in this Agreement and the granting of the Franchise Fees and matters related thereto, there are no oral or collateral agreements or understandings. This Franchise Agreement may be amended only by an instrument in writing signed by United Power and the Town.

17.2 Proposed Amendments. At any time during the term of this Franchise, the Town or United Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired. However, nothing contained in this Section 17.2 shall be deemed to require either Party to consent to any amendment proposed by the other Party.

ARTICLE 18: EQUAL OPPORTUNITY

18.1 Equal Opportunity. United Power is an equal opportunity employer. United Power will comply with all federal, state and Town laws regarding employment, contracting and operating its business activities with a policy of non-discrimination with people of all race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, or any other protected status in accordance with all Federal, state, or local laws.

18.2 Contracting. United Power agrees to require all of its contractors to comply with all Federal, state, and Town laws regarding employment, contracting and operating their business activities with regards to non-discrimination with people of all race, color, religion, national origin,

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gender, age, military status, sexual orientation, marital status, or physical or mental disability, or any other protected status in accordance with all Federal, state, or local laws.

18.3 Economic Development. The Parties agree that promoting economic development with the Town is in the best interest of all Parties. United Power is committed to the principle of stimulating, cultivating, and strengthening the participation and representation of under-represented groups in the local Firestone business community. United Power believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. United Power is also committed to the principle that the success and economic well-being of United Power is closely tied to the economic strength and vitality of the diverse communities and people it serves. United Power believes that contributing to the development of a viable and sustainable economic base among all United Power members is in the best interests of United Power and its members and will keep these goals in mind in formulating its economic development strategies, programs and policies.

ARTICLE 19: MISCELLANEOUS

19.1 No Waiver. Neither the Town nor United Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions. Further, neither the Town nor United Power waives any rights under the laws, statutes and/or constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

19.2 Successors and Assigns. The rights, privileges, franchises and obligations granted and contained in this Agreement shall inure to the benefit of and be binding upon United Power, its successors and assigns as same may succeed to the rights of United Power pursuant to Article 13.

19.3 Notice and Representatives. Both Parties shall designate from time to time in writing, representatives for United Power and the Town who will be the person(s) to whom notices shall be sent regarding any action to be taken under this Agreement. Notice shall be in writing and forwarded by certified mail, or hand delivery, facsimile or electronic transmission with proof of delivery, to the persons and addresses as hereinafter stated unless the names and addresses are changed at the written request of either Party, delivered in the manner provided herein. Until any such change shall hereafter be made, notices shall be sent to the following:

For the Town of Firestone:
Town Manager
9950 Park Ave.
Firestone, CO 80504

For United Power:
Chief Executive Officer
United Power, Inc.
500 Cooperative Way
Brighton, CO 80603
With a copy to Legal Counsel

19.4 Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided,

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however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a replacement provision that will achieve the original intent of the Parties hereunder.

19.5 Entire Agreement. This Agreement constitutes the entire agreement of the Parties. There have been no representations made other than those contained in this Agreement.

19.6 Third Parties, Rights to Third Parties. Nothing herein contained shall be construed to provide rights or benefits to third parties.

19.7 Prevailing Party. In any judicial or administrative action to enforce any of the terms or conditions of this Franchise Agreement, each party shall be responsible for its own costs and expenses incurred in such action, including reasonable attorney fees, unless the same are otherwise awarded to a party pursuant to statute or Court rule.

19.8 Headings for Reference Only. The headings used in this Franchise are for references only and convey no substantive rights or impose no substantive obligations on the Parties.

19.9 Responsibility for Language. The Parties hereby acknowledge during the drafting of this document each has been represented by legal counsel and that each Party bears equal and identical responsibility for the language of this Agreement. In case of ambiguity, there shall be no presumption based upon responsibility for drafting this Franchise, and the Agreement shall not be construed against one Party in favor of another.

19.10 Authority. Each Party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable laws, to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties to its terms. The persons executing this Agreement on behalf of each of the Parties warrant that they have full authorization to execute this Agreement.

Colorado law shall apply to the construction and enforcement of this Franchise. The Parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Weld County, State of Colorado.

ARTICLE 20: APPROVAL

20.1 This Franchise Agreement shall not become effective unless executed by United Power and the Town Board; reflected by a noticed and approved ordinance of the Town Board.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the dates stated below.

UNITED POWER, INC., a Colorado not-for-profit corporation	TOWN OF FIRESTONE, COLORADO a municipal corporation
By:_____ United Power CEO	By:_____ Mayor

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Dated this _____ ___, 2026 ATTEST:_____
Town Clerk

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AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 9.f **Discussion/Action** **Meeting Date:** March 18, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF AURORA, COLORADO FOR RECIPROCAL WATER DELIVERIES

RECOMMENDATION

Staff recommends approval of the 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

The Town of Firestone and the City of Aurora each operate municipal water systems and hold or will hold decreed water rights that require them to return certain flows to the South Platte River Basin.

To improve efficiency and ensure both parties can meet their legal return flow obligations, the two municipalities propose an Intergovernmental Agreement, allowing each to release water on behalf of the other in locations where the other lacks the physical ability to do so.

This cooperative exchange is intended to enhance the efficiency and operation of both municipal water systems.

FINANCIAL CONSIDERATIONS

The water delivery rate is $676 per ac-ft for both parties, up to 460 ac-ft each annually. Currently, there are no expectations for the Town to request release from the City of Aurora in 2026.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. RES NO 26-27 IGA Water Exchange with City of Aurora
2. Firestone-Aurora Intergovernmental Agreement
3. IGA Exhibit 1 - Delivery Points(37125678.1)
4. IGA Exhibit 2 - Preliminary Trade Accounting(37128766.1)

5. IGA Exhibit 3 - Aurora Water Rights List v55 (no shares)(37123042.1)
6. IGA Exhibit 4 - Firestone WRs(36502176.1)

RESOLUTION NO. 26-27

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF AURORA, COLORADO FOR RECIPROCAL WATER DELIVERIES

WHEREAS, the Town of Firestone ("Firestone") owns and operates a municipal water utility system for the benefit of its citizens and water users and, in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system; and

WHEREAS, a portion of Firestone's return flow obligation associated with the future change of use of its ditch company shares may, at times, be owed to portions of the South Platte River; and

WHEREAS, Firestone is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to the South Platte River upstream of its confluence with St. Vrain Creek, but presently has the capacity and water supply to release water to St. Vrain Creek; and

WHEREAS, the City of Aurora ("Aurora") owns and operates a municipal water utility system for the benefit of its citizens and water users and, in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system; and

WHEREAS, a portion of Aurora's return flow obligation associated with changes of use of Aurora's ditch company shares in the South Platte River Basin may, at times, be owed to portions of St. Vrain Creek, a tributary of the South Platte River; and

WHEREAS, Aurora is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to St. Vrain Creek, but presently has the capacity and water supply to release water to the South Platte River upstream of its confluence with St. Vrain Creek; and

WHEREAS, it is mutually beneficial and increases the efficiency of both Firestone's and Aurora's municipal water supply systems to enter into a reciprocal agreement for the purpose of physically releasing water to help the other Party appropriately satisfy its return flow obligations or other purposes consistent with each Party's water court decrees ("Agreement"); and

WHEREAS, in the judgment of the Firestone Board of Trustees, the term of this Agreement will result in an improvement in the capacity, efficiency, or service of Firestone's utility system, and Firestone therefore enters this Agreement to create a mutually beneficial exchange of water with Aurora that will improve the efficiency of Firestone's water supply system; and

WHEREAS, consistent with Sections 10-6 and 10-12, Part III, Article X of the Aurora City Charter, Aurora enters into this Agreement to create an exchange of water with Firestone and

to allow for cooperation between the Parties in order to release water from their respective water rights to satisfy the other Party's return flow obligations in the South Platte River and St. Vrain Creek as further described in the Agreement.

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

The Intergovernmental Agreement between the Town of Firestone and the City of Aurora, Colorado, for reciprocal water deliveries 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 Intergovernmental Agreement on behalf of the Town.

PASSED AND ADOPTED this 18th day of March 2026.

-

_____

Don Conyac Jr., Mayor

ATTEST:

_____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

Intergovernmental Agreement for Water Delivery

This Intergovernmental Agreement for Water Delivery ("Agreement") is made on this _____ day of, _____ 2026 ("Effective Date"), between the City of Aurora, Colorado, a municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora") and the Town of Firestone, acting by and through its Water Activity Enterprise ("Firestone"). Aurora and Firestone shall be referred to herein individually as "Party," and collectively as "Parties."

Recitals

A. Firestone owns and operates a municipal water utility system for the benefit of its citizens and water users, and in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system. A portion of Firestone's return flow obligation associated with its future change of use of its ditch company shares can, at times, be owed to portions of the South Platte River. Firestone is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to the South Platte River upstream of its confluence with St. Vrain Creek. Firestone presently has the capacity and water supply to release water to St. Vrain Creek.

B. Aurora owns and operates a municipal water utility system for the benefit of its citizens and water users, and in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system. A portion of Aurora's return flow obligation associated with changes of use of Aurora's ditch company shares in the South Platte River basin can, at times, be owed to portions of St. Vrain Creek, a tributary of the South Platte River. Aurora is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to St. Vrain Creek. Aurora presently has the capacity and water supply to release water to the South Platte River upstream of its confluence with St. Vrain Creek.

C. It is mutually beneficial and increases the efficiencies of both Firestone's and Aurora's municipal water supply systems to enter into this reciprocal agreement for the purpose of physically releasing water to help the other Party appropriately satisfy its return flow obligations or other purposes consistent with each Party's water court decrees.

D. In the judgment of the Firestone Board of Trustees the term of this Agreement will result in improvement in the capacity, efficiency, or service of Firestone's utility system. In this regard, Firestone enters this Agreement to create a mutually beneficial exchange of water with Aurora that will result in an improvement of the efficiency of Firestone's water supply system.

E. Consistent with Sections l0-6 and 10-12, Part III, Article X of the Aurora City Charter, Aurora enters this Agreement to create an exchange of water with Firestone and to allow for cooperation between the Parties in order to release water from their respective water rights to satisfy the other Party's obligations for return flows in the South Platte River and St. Vrain Creek as further described herein.

Agreement

In consideration of the mutual promises, rights and obligations contained herein, the Parties agree as follows:

1. Firestone and Aurora each agree to deliver the amount of water described herein for purposes of satisfying the other Party's respective return flow obligations or other uses authorized or required by the Party's water court decrees ("Authorized Use") to St. Vrain Creek for Aurora or the South Platte River for Firestone, subject to the terms of this Agreement. Each Party shall be solely responsible for compliance with their respective water court decrees.

2. Aurora's Deliveries to the South Platte River for Firestone's Authorized Use.

   2.1 Amount of Water Delivered for Firestone's Authorized Use. The amount of replacement and/or fully consumable water delivered on Firestone's behalf shall not exceed 460 acre-feet (including transit losses discussed in Paragraph 2.5 below) over the course of the "Water Year," which runs from November 1 to October 31, and shall not exceed an instantaneous flow rate of 1.60 c.f.s. The amount of water that Aurora delivers for Firestone's Authorized Use and the flow rate(s) may be increased or otherwise modified by mutual written agreement of the Parties.

   2.2 Firestone's Delivery Schedule. On or before the start of the Water Year, Firestone will provide Aurora with a table setting forth Firestone's total water delivery request and return flow obligations to the South Platte River for the new water year. Said table will include the total volume of return flow replacement obligations on a monthly basis. Daily delivery rates will be determined by dividing the monthly volumes by the number of days within the delivery month.

   2.3 Location of Delivery. The Parties may determine the location(s) of delivery by mutual written agreement on or before the start of the Water Year each year. To the extent that the Parties have not reached an agreement by that date, the default delivery location for Aurora's deliveries on Firestone's behalf shall be above the Meadow Island No. 2 Ditch headgate or above the next calling right downstream of that location. The default delivery location is depicted on the attached Exhibit 1.

   2.4 Sources of Replacement Water. Aurora will satisfy its obligations under this Agreement using water derived from its then-existing water portfolio, including but not limited to, water rights described on the attached Exhibit 3.

   2.5 Transit Losses. Aurora will be responsible for the transit losses, if any, from Aurora's point of discharge into the South Platte River to Firestone's delivery location.

   2.6 Payment. The Parties intend and expect that the amount of water delivered to each Party under this Agreement will be roughly equivalent. When the amount delivered by Aurora on Firestone's behalf pursuant to this Agreement is greater than the

amount Firestone delivers on Aurora's behalf pursuant to this Agreement, Firestone will pay Aurora for the amount of water delivery that exceeds the amount delivered to Aurora. Payment for water delivery shall be due and payable every five years ("Accounting Period"). Payment for water delivery under this Agreement shall be due and payable no later than December 15 after the end of each Accounting Period. The Parties shall account for their deliveries on a monthly basis. The proposed accounting form for the Accounting Period is attached as Exhibit 2.

2.7 Accounting Period. The first Accounting Period shall commence in the first Water Year after the date that a Party provides notice to the other Party of its desire to receive water delivery under this Agreement; provided, however, that any such notice must be given at least six months before the start of the Water Year in which deliveries are requested. The Accounting Period for both Parties shall be the same, even if one Party requests no water delivery during an Accounting Period. Subsequent Accounting Periods shall run consecutively, with the second Accounting Period beginning immediately after the first Accounting Period and subsequent Accounting Periods shall so continue unless and until this Agreement is terminated pursuant to Paragraph 5.

2.8 Rates. The rate for water delivery shall be $676 per acre-foot, which is Aurora's reusable raw water delivery rate as of the Effective Date of this Agreement. The Parties may, by mutual agreement, adjust the water delivery rate under this Paragraph 2.8 and Paragraph 3.8 prior to the beginning of each new Accounting Period so that the applicable rate for both Parties for the new Accounting Period is equivalent to Aurora's then-applicable reusable raw water delivery rate.

2.9 Measurement/Accounting. Aurora shall measure and account for all deliveries (including any deliveries to cover transit loss) made to the South Platte River for Firestone's Authorized Use. All measurement shall occur at the point of release of water into the South Platte River for Firestone's Authorized Use.

3. Firestone's Deliveries to St. Vrain Creek for Aurora's Authorized Use.

3.1 Amount of Water Delivered for Aurora's Authorized Use. The amount of replacement and/or fully consumable water that Firestone delivers on Aurora's behalf will not exceed 460 acre-feet (including transit losses discussed in Paragraph 3.5 below) in any Water Year at a maximum instantaneous flow rate of 1.6 c.f.s. The amount of water that Firestone delivers for Aurora's Authorized Use and the flow rate(s) may be increased or otherwise modified by mutual written agreement of the Parties.

3.2 Aurora's Delivery Schedule. On or before the start of the Water Year, Aurora will provide Firestone with a table setting forth Aurora's total water delivery request and return flow obligation to St. Vrain Creek for the coming Water Year. Said table will include the total volume of return flow replacement obligations on a monthly basis. Daily delivery rates will be determined by dividing the monthly volumes by the number of days within the delivery month.

3.3 Location of Delivery. The Parties may determine the location(s) of delivery by mutual written agreement on or before the beginning of each new Water Year. To the extent that the Parties have not reached an agreement by that date, the default delivery location for Firestone's deliveries to the St. Vrain Creek on Aurora's behalf shall be to a point on St. Vrain Creek just North of State Highway 66, located in the Southeast One-Quarter of the Southeast One-Quarter of Section 20, Township 3 North, Range 67 West 6th P.M., Weld County, Colorado, 69 feet from the South Section Line and 610 feet from the East Section Line or above the next calling right downstream of that location. The default delivery location is depicted on the attached Exhibit 1.

3.4 Sources of Replacement Water. Firestone will satisfy its obligations under this Agreement using water derived from its then-existing water portfolio, including but not limited to, water rights described on the attached Exhibit 4.

3.5 Transit Losses. Firestone will be responsible for the transit losses, if any, from Firestone's point of discharge into St. Vrain Creek to Aurora's delivery location.

3.6 Payment. The Parties intend and expect that the amount of water delivered to each Party under this Agreement will be roughly equivalent. When the amount delivered to by Firestone on Aurora's behalf pursuant to this Agreement is greater than the amount delivered by Aurora on Firestone's behalf pursuant to this Agreement, Aurora will pay Firestone for the amount of water delivery that exceeds the amount delivered to Firestone. Payment for water delivery shall be due and payable at the end of every Accounting Period. Payment for water delivery under this Agreement shall be due and payable no later than December 15 after the end of each Accounting Period. The Parties shall account for their deliveries on a monthly basis. The proposed accounting form for the Accounting Period is attached as Exhibit 2.

3.7 Accounting Period. The Accounting Periods shall commence and run as described in Paragraph 2.7 above.

3.8 Rates. The rate for water delivery shall be $676 per acre-foot, which is Aurora's reusable raw water delivery rate as of the Effective Date of this Agreement. The Parties may, by mutual agreement, adjust the water delivery rate in this Paragraph 3.8 and Paragraph 2.8 prior to the beginning of each new Accounting Period so that the applicable rate for both Parties for the new Accounting Period is equivalent to Aurora's then-applicable reusable raw water delivery rate.

3.9 Measurement/Accounting. Firestone shall measure and account for all deliveries (including any deliveries to cover transit loss) made to the St. Vrain for Aurora's Authorized Use. All measurement shall occur at the point of release of water into the St. Vrain Creek for Aurora's Authorized Use.

4. Operation and Maintenance of Structures.

4.1 Aurora will solely bear the design, construction, operation, maintenance, and repair costs associated with the delivery and measurement structures needed to deliver water to the South Platte River for Firestone's Authorized Use pursuant to this Agreement and Aurora's use of those structures in the performance of its obligations under this Agreement shall not be construed to confer to Firestone any ownership interest in the structures.

4.2 Firestone will solely bear the design, construction, operation, maintenance, and repair costs associated with the delivery and measurement structures needed to deliver water to St. Vrain Creek for Aurora's Authorized Use pursuant to this Agreement and Firestone's use of those structures in the performance of its obligations under this Agreement shall not be construed to confer to Aurora any ownership interest in the structures.

5. Termination Provisions. This Agreement may be terminated under the following conditions:

5.1 By Mutual Agreement: This Agreement may be terminated at any time by mutual written agreement of both Parties; provided, however: (a) the Parties agree to continue water deliveries under this Agreement for at least one year after a Party provides notice of its desire to terminate this Agreement; and (b) the Parties agree to complete water deliveries sufficient to cover each other's replacement obligations, including lagged depletions, as they exist on the date that the Parties agree to terminate this Agreement.

5.2 By Court Order: This Agreement may be automatically terminated by the order of a court of competent jurisdiction.

5.3 Unilateral Termination for Breach: Either Party may terminate this Agreement at its sole option if the other Party fails to make replacement deliveries as required under this Agreement, following written notice of said failure and that Party's failure to cure within ten (10) days of receipt of notice.

5.4 Termination for Nonperformance Due to Force Majeure: If either Party is unable to perform its obligations under this Agreement due to force majeure as defined in this Agreement, the other Party may terminate this Agreement as further described in Paragraph 11.

6. Authorized Sources of Delivered Water/Cooperation in Water Court Proceedings. The Parties acknowledge and agree that this Agreement contemplates the delivery of replacement water sources between the Parties. The Parties do not anticipate that any additional water court filings confirming this arrangement will be necessary. To the extent that any such filing becomes necessary in the future, the Parties agree to fully cooperate

with each other to obtain any necessary court or agency approval, and each Party will bear its own costs in any such proceeding.

7. Water Quality Provisions. It is recognized that the sources of delivery of water under this Agreement may include, but are not limited to lawfully discharged treated municipal wastewater effluent and fully consumable, raw water. There is no guarantee or representation as to quality of water delivered hereunder except to the extent treated municipal wastewater effluent is utilized to satisfy delivery obligations, any such treated municipal wastewater effluent will be discharged in accordance with the limits and terms of wastewater discharge permits maintained by Firestone, Aurora, and/or Metro Water Recovery. Short term upsets in the quality of effluent discharges or effluent discharges pursuant to a compliance schedule are expressly excluded from this requirement.

7.1 The Parties expressly acknowledge and agree that neither Party has made any representation or warranties regarding the quality of or fitness for any use of the water delivered hereunder. Each Party hereby waives any actual or potential rights it might have concerning any warranties against the other Party as to fitness for a particular use, product liability claims, and all other extant or later created or conceived of strict liability or strict liability claims and rights concerning the fitness or appropriateness of the water delivery hereunder for a particular use or users.

7.2 The Parties further acknowledge and agree that the water delivered pursuant to this Agreement is delivered on an "as-is" basis. Each Party bears all risks that the quality of water delivered hereunder is sufficient for their uses in a plan of augmentation or a temporary substitute supply plan. Adverse determinations by a Court or administrative agency as to the quality of water delivered hereunder for use in a plan for augmentation or a temporary substitute supply plan shall not be grounds for rescission of this Agreement.

8. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be given and effective when delivered by Express Mail, Federal Express, or like service, or on the third mail delivery day after it is deposited to the United States mail, postage prepaid and addressed to the Parties as follows:

To Aurora:
Aurora Water Management
Attn: General Manager
26791 E. Quincy Ave.
Aurora, CO 80016
Facsimile: (303)739-7604
Email: spaccounting@auroragov.org

With a copy to:
City of Aurora
Attn: City Attorney's Office
15151 E. Alameda Pkwy, Suite 5300
Aurora, CO 80012

To Firestone:
Julie Pasillas

Director of Water and Community Resources
9950 Park Ave Firestone, CO 80504
Email: jpasillas@firestoneco.gov

With a copy to: Lawrence Custer Grasmick Jones & Donovan, LLP
Attn: Wes Knoll
Email: wes@lcwaterlaw.com

Each Party will endeavor to provide a courtesy copy of any notice via email or facsimile contemporaneously with the mailing of any hard copy notice to the above relevant addresses.

9. Enforcement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

10. Sole Obligation of Utility Enterprise/Water Activity Enterprise. This Agreement shall never constitute a general obligation or other indebtedness of either Party, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of either Party within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of Aurora or of Firestone's municipal code.

10.1 In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Firestone shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

10.2 In the event of a default by Firestone's Water Activity Enterprise of any of its obligations under this Agreement, Aurora shall have no recourse for any amounts owed to it against any funds or revenues of the Town of Firestone except for those revenues derived from rates, fees or charges for the services furnished by its "water activity" as that term is defined by Firestone Ordinance 93-297, and then only after the payment of all operation and maintenance expenses of Water Activity Enterprise and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Water Activity Enterprise secured by a pledge of

the revenues of the Water Activity Enterprise. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any of the revenues of the Firestone Water Activity Enterprise or the Town of Firestone.

11. Failure to Perform Due to *Force Majeure*. Subject to the terms and conditions in this Section, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure,* as that term is specifically defined herein; provided that A) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; B) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used herein *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation, A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the use or reuse of the subject water through leases or other agreements to others for use at locations other than Aurora, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought, as defined as a drought condition more severe than that which occurred in the years 2002-2003 in the South Platte River Basin, O) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and U) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than ninety (90) days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such ninety (90) day period, terminate this Agreement upon written notice to the Party claiming *force majeure,* without further obligation except as to costs and balances incurred prior to the effective date of such termination.

12. Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the delivery of the water contemplated herein.

13. Multiple Originals. This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

14. Amendment. This Agreement may only be amended in writing by the mutual agreement of the undersigned Parties, or their successors and assigns.

15. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

16. Governing Law and Venue. This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in Colorado District Court for Arapahoe County, Colorado.

17. No Attorney Fees. In the event of any litigation, mediation, arbitration, or other dispute resolution process arising out of or related to this Agreement each Party agrees to be responsible for its own attorney and other professional fees, costs and expenses associated with any such proceedings.

18. No Construction Against Drafter. This Agreement was drafted by both Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

19. No Agency Created. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. Neither of the Parties shall have any right or authority to act on behalf of or bind the other Party.

20. Non-Severability; Effect of Invalidity. Each Section in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties or as provided for below. If any provision or portion of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. If any portion of this Agreement is held invalid or unenforceable to either Party or as to both Parties, the Parties will immediately attempt to negotiate valid alternative portions that as near as possible to give effect to any portions so stuck.

21. Waiver of Breach. Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

22. Non-Business Day. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules

of Civil Procedure then the relevant date shall be extended automatically until the next business day.

23. Recitals and Exhibits. The recitals and exhibits attached hereto are hereby incorporated into this Agreement.

24. Authority to Execute. Each of the persons executing this Agreement on behalf of the Parties hereto covenants and warrants that he or she is fully authorized execute this Agreement on behalf of the Party they represent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This agreement has been made and is effective as of the above date.

Town of Firestone

By:_____ _____
[Name, Title] Date

ATTEST:

_____
[Name, City Clerk]

State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by [name, Title], acting on half of the Town of Firestone, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

City of Aurora, Colorado,
acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

APPROVED AS TO FORM:

_____ _____ _____
Stephen Cann, Assistant City Attorney Date ACS#

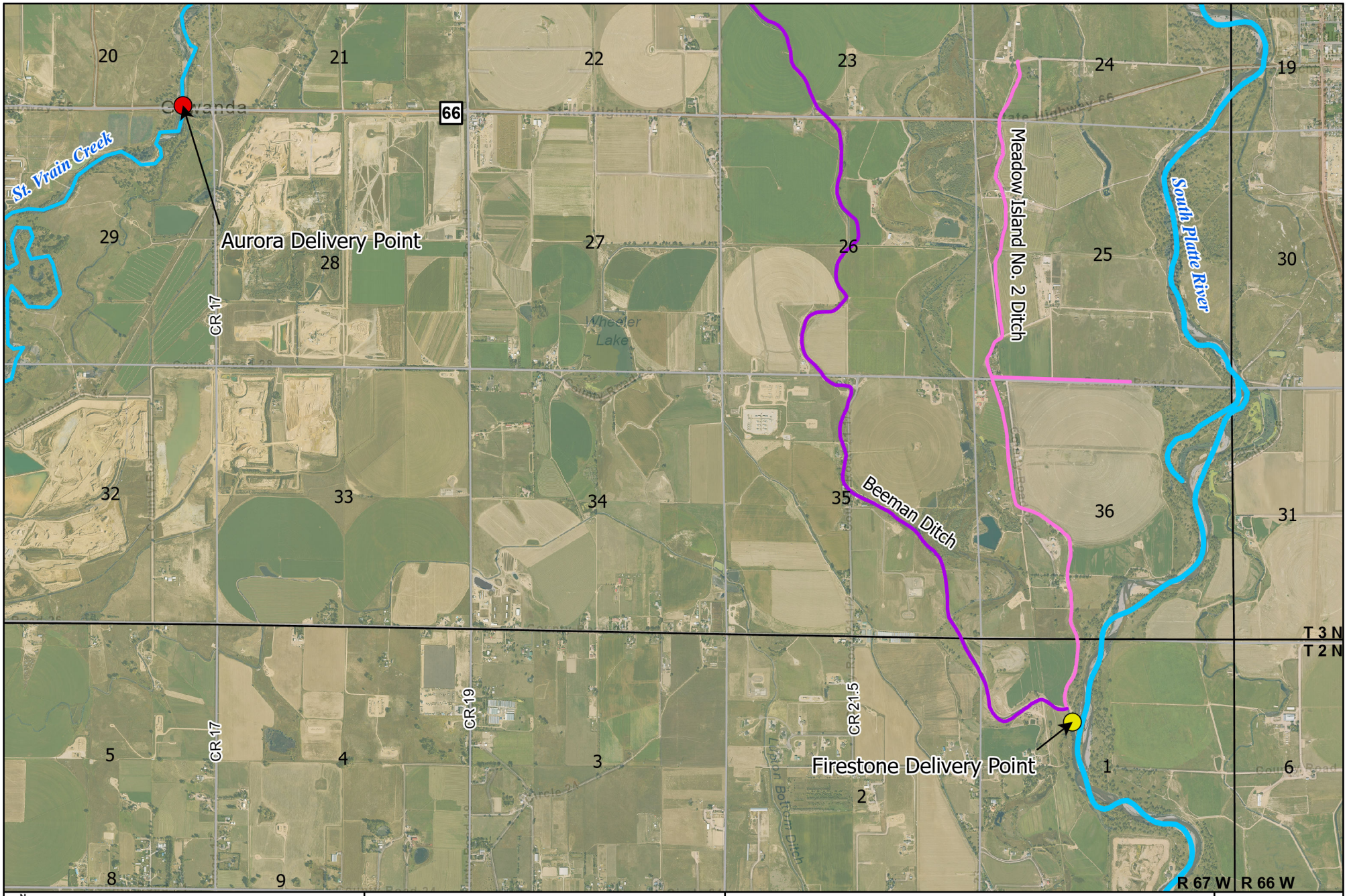
_____ _____
Steven O. Sims, Special Counsel Date

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by Mike Coffman, Mayor, acting on half of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____



SUMMIT WATER·ENGINEERS·INC

FIRESTONE AGREEMENT

Delivery Points

JOB NO: 0125.805.01

SCALE: 1 inch = 0.5 miles

EXHIBIT: **1**

Exhibit 2
City of Aurora
Firestone Trade Accounting

Current Year: 2026 **Start Year:** 2026 **End Year:** 2030

(all values in acre-feet unless otherwise noted)

Row	Column	(1)	(2)	(3)	(4)	(5)	(6)
	Deliveries by Aurora for Firestone						
	Month	2026	2027	2028	2029	2030	5 Year Total
	Nov						
	Dec						
	Jan						
	Feb						
	Mar						
	Apr						
	May						
	Jun						
	Jul						
	Aug						
	Sep						
	Oct						
(a)	**Total**	0	0	0	0	0	**0**
	Deliveries by Firestone for Aurora						
	Month	2026	2027	2028	2029	2030	5 Year Total
	Nov						
	Dec						
	Jan						
	Feb						
	Mar						
	Apr						
	May						
	Jun						
	Jul						
	Aug						
	Sep						
	Oct						
(b)	**Total**	0	0	0	0	0	**0**
(c)						Aurora Excess Deliveries after 5 Years (Ac-Ft):	0
(d)						Firestone Excess Deliveries after 5 Years (Ac-Ft):	0
(e)						Price per Ac-Ft (5-year fixed rate):	$ 676.00
(f)						Amount Aurora Owes Firestone (if in excess following 5-year Period):	$ -
(g)						Amount Firestone Owes Aurora (if in excess following 5-year Period):	$ -

Row (a) Total annual deliveries by Aurora.
Row (b): Total annual deliveries by Firestone.
Row (c): Equals minimum of Row(a), Column (6) minus Row (b), Column (6), or zero.
Row (d): Equals minimum of Row(b), Column (6) minus Row (a), Column (6), or zero.
Row (e): Aurora's reusable raw water delivery rate at beginning of 5-year period.
Row (f): Equals Row (d) times Row (e). Expense not due until conclusion of 5-year Period.
Row (g): Equals Row (c) times Row (e). Expense not due until conclusion of 5-year Period.

Aurora's Water Rights
As of August 2025

I. SOUTH PLATTE RIVER:

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
MCDOWELL RANCH						**W-8345-76**
GUIRAUD 1 & 2	08.70 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/01	1889/10/18	23	1.2 cfs
GUIRAUD DITCH	20.27 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/01	1889/10/18	23	2.2 cfs
CANON DITCH	41.59 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/15	1889/10/18	23	5.5 cfs
SMALL DITCH	16.00 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/15	1889/10/18	23	1.1 cfs
FEHRINGER NO. 1 DITCH	17.90 cfs	MIDDLE FORK SOUTH PLATTE	1875/04/20	1889/10/18	23	1.0 cfs
FEHRINGER NO. 2 DITCH	13.60 cfs	MIDDLE FORK SOUTH PLATTE	1878/04/20	1889/10/18	23	1.0 cfs
SCHATTINGER RANCH						**84CW055**
BRUBAKER DITCH	02.06 cfs	JEFFERSON CREEK	1875/05/15	1889/10/18	23	1.8 cfs
CINCINNATI DITCH	05.59 cfs	FRENCH CREEK	1879/06/20	1889/10/18	23	5.6 cfs
LAVACK DITCH and ENLARGEMENT	10.00 cfs	TAILWATER	1877/05/15	1889/10/18	23	
LAVACK NO. 2 DITCH	03.00 cfs	VOLZ GULCH	1877/07/01	1889/10/18	23	2.4 cfs
HENRY DITCH	01.00 cfs	MOUNTAIN CREEK	1879/07/25	1889/10/18	23	1.0 cfs
ROCKER 7 RANCH						**84CW056**
CROSIER HAWXHURST DITCH	01.34 cfs	JEFFERSON CREEK	1875/04/25	1889/10/18	23	0.4 cfs
HAWXHURST DITCH	04.00 cfs	JEFFERSON CREEK	1876/04/25	1889/10/18	23	1.0 cfs
SNYDER CREEK DITCH	09.50 cfs	SNYDER CREEK	1884/07/08	1918/05/18	23	2.2 cfs
TETER RANCH						**86CW222**
DEMICK DITCH	08.00 cfs	MICHIGAN CREEK	1875/04/12	1889/10/18	23	5.20 cfs
DEMICK ENLAREMENT	04.00 cfs	MICHIGAN CREEK	1882/03/01	1889/10/18	23	2.90 cfs
JOHNSTON RANCH						**86CW223**
HOPSON DITCH	06.00 cfs	UNNAMED CREEK	1872/05/15	1889/10/18	23	1.3 cfs
HOLTHUSEN DITCH	01.31 cfs	NO NAME CREEK	1875/07/01	1889/10/18	23	1.3 cfs
PEABODY DITCH	03.00 cfs	TARRYALL CREEK	1880/04/20	1889/10/18	23	1.9 cfs
PEABODY NO. 2 DITCH	04.00 cfs	TARRYALL CREEK	1881/05/10	1889/10/18	23	1.8 cfs

[1] Flow rates shown in this column indicate maximum rates and include flow rates for both the municipal use water and delayed return flow obligations, if any, as specified in each particular change decree.

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
SIBLEY RANCH						**84CW057**
WILKEN DITCH	10.00 cfs	TARRYALL CREEK	1871/05/15	1889/10/18	23	1.0 cfs
RATCLIFF NO. 1 DITCH	20.00 cfs	ROCK CREEK	1872/05/01	1889/10/18	23	0.3 cfs
ROCK CREEK DITCH	02.70 cfs	ROCK CREEK	1872/06/15	1889/10/18	23	0.2 cfs
RATCLIFF NO. 2 DITCH	04.21 cfs	ROCK CREEK	1873/05/20	1889/10/18	23	0.8 cfs
BORDEN NO. 2 DITCH	04.63 cfs	TARRYALL CREEK	1874/11/01	1889/10/18	23	0.6 cfs
MARY G. BORDEN DITCH	03.00 cfs	TARRYALL CREEK	1874/11/30	1889/10/18	23	0.3 cfs
RATCLIFF NO. 3 DITCH	04.06 cfs	ROCK CREEK	1875/05/01	1889/10/18	23	0.6 cfs
MCMANUS DITCH	10.00 cfs	TARRYALL	1876/05/01	1889/10/18	23	0.3 cfs
LEE NO. 1 DITCH	01.08 cfs	ROCK CREEK	1876/06/01	1889/10/18	23	0.3 cfs
LEE NO. 2 DITCH	00.50 cfs	ROCK CREEK	1877/05/01	1889/10/18	23	0.1 cfs
ROCK CREEK NO. 1 DITCH	01.35 cfs	ROCK CREEK	1877/06/30	1889/10/18	23	0.5 cfs
BORDEN DITCH ENLARGEMENT	05.00 cfs	TARRYALL CREEK	1879/12/31	1889/10/18	23	1.9 cfs
DUNBAR NO. 3 DITCH	02.00 cfs	TARRYALL CREEK	1880/05/30	1889/10/18	23	0.3 cfs
RATCLIFF NO. 4 DITCH	03.16 cfs	ROCK CREEK	1880/06/01	1889/10/18	23	0.2 cfs
RATCLIFF NO. 5 DITCH	03.16 cfs	ROCK CREEK	1880/06/09	1889/10/18	23	0.2 cfs
DUNBAR NO. 2 DITCH	04.05 cfs	TARRYALL CREEK	1880/08/01	1889/10/18	23	0.5 cfs
RATCLIFF NO. 7 DITCH	02.05 cfs	ROCK CREEK	1882/05/01	1889/10/18	23	0.2 cfs
RATCLIFF NO. 6 DITCH	02.05 cfs	ROCK CREEK	1882/05/01	1889/10/18	23	0.2 cfs
RATCLIFF NO. 9 DITCH	04.10 cfs	ROCK CREEK	1882/05/21	1889/10/18	23	0.2 cfs
RATCLIFF NO. 8 DITCH	04.32 cfs	ROCK CREEK	1882/05/21	1889/10/18	23	0.2 cfs
LEE NO. 3 DITCH	00.39 cfs	ROCK CREEK	1884/05/15	1889/10/18	23	0.3 cfs
LEE NO. 4 DITCH	00.39 cfs	ROCK CREEK	1884/05/21	1889/10/18	23	0.2 cfs
FURMAN RANCH						**88CW262**
LASSELL DITCH	09.60 cfs	MICHIGAN CREEK	1882/05/01	1889/10/18	23	1.5 cfs
FREMONT DITCH	20.00 cfs	TARRYALL CREEK	1889/07/01	1896/05/23	23	5.7 cfs
SCHATTINGER WASTE DITCH	07.00 cfs	SLOUGH	1895/10/09	1913/05/22	23	6.7 cfs
MICHIGAN CREEK RANCH						**88CW263**
WHITTEN DITCH	06.48 cfs	MICHIGAN CREEK	1880/03/15	1889/10/18	23	2.4 cfs
PACKER DITCH	12.00 cfs	TARRYALL CREEK	1880/06/20	1889/10/18	23	2.0 cfs
McCARTNEY DITCH	46.875 cfs	TARRYALL CREEK	1885/05/20	1889/10/18	23	2.6 cfs
WHITTEN DITCH NO. 2	04.00 cfs	MICHIGAN CREEK	1885/06/01	1913/05/22	23	3.5 cfs
WHITTEN DITCH NO. 3	05.00 cfs	MICHIGAN CREEK	1885/06/01	1913/05/22	23	Combined with No. 2
WHITTEN DITCH NO. 4	07.00 cfs	MICHIGAN CREEK	1885/06/01	1913/05/22	23	Combined with No. 2
AUGUSTINE RANCH						**CA 3684 , CA-3705 and W-7528**
PRINCE DITCH	10.00 cfs	MIDDLE FORK SOUTH PLATTE	1868/08/01	1889/10/18	23	9.6 cfs
PRINCE DITCH ENLARGEMENT	45.60 cfs	MIDDLE FORK SOUTH PLATTE	1876/05/10	1889/10/18	23	3.4 cfs

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
HIGH CREEK RANCH						**W-7931-75**
ALDEN AND MILLIGAN DITCH	10.00 cfs	FOUR MILE CREEK	1873/08/31	1889/10/18	23	0.8 cfs
KESTER SWEET DITCH	05.08 cfs	SOUTH FORK SOUTH PLATTE	1874/06/01	1889/10/18	23	2.6 cfs
HUBBARD DITCH	19.00 cfs	SOUTH FORK SOUTH PLATTE	1876/05/22	1889/10/18	23	5.0 cfs
MILLIGAN DITCH	17.55 cfs	FOUR MILE CREEK	1877/05/01	1889/10/18	23	1.1 cfs
FRANKS DITCH	09.00 cfs	SOUTH FORK SOUTH PLATTE	1877/06/15	1889/10/18	23	1.5 cfs
DIXON-DECOURSEY DITCH	04.00 cfs	SOUTH FORK SOUTH PLATTE	1877/06/15	1889/10/18	23	2.1 cfs
ELISHA ALDEN DITCH	19.03 cfs	MIDDLE FORK SOUTH PLATTE	1879/05/21	1889/10/18	23	3.4 cfs
ROGERS DITCH	42.74 cfs	SOUTH FORK SOUTH PLATTE	1880/05/10	1889/10/18	23	1.8 cfs
TROUT CREEK RANCH						**W-9242-78(A)** and Stipulation to Modify Decree
TROUT CREEK DITCH	ENTIRE FLOW	TROUT CREEK	1862/07/01	1889/10/18	23	6.8 cfs
SIGAFUS DITCH (No. 1)	25.00 cfs	MIDDLE FORK SOUTH PLATTE	1873/05/25	1889/10/18	23	16.1 cfs
SIGAFUS FIRST ENLARGEMENT	25.00 cfs	MIDDLE FORK SOUTH PLATTE	1875/05/01	1889/10/18	23	
SIGAFUS SECOND ENLARGEMENT	10.00 cfs	MIDDLE FORK SOUTH PLATTE	1876/05/10	1889/10/18	23	5.1 cfs
SIGAFUS DITCH (No 2)	02.00 cfs	MIDDLE FORK SOUTH PLATTE	1874/12/31	1913/05/22	23	
PLATTE-ANSLEY RANCH						**W-9242-78(B)**
BONNELL DITCH	27.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/05/08	1889/10/18	23	8.4 cfs T
BONNELL DITCH-2	10.00 cfs	SOUTH PLATTE	1882/06/20	1918/05/18	23	
RAYNOR & EDMONDSON DITCH-1	20.00 cfs	SOUTH PLATTE	1882/06/10	1889/10/18	23	2.9 cfs
RAYNOR & EDMONDSON DITCH-2	25.00 cfs	SOUTH PLATTE	1879/07/15	1889/10/18	23	2.6 cfs
RAYNOR & EDMONDSON DITCH-3	05.85 cfs	SOUTH PLATTE	1882/06/15	1889/10/18	23	1.3 cfs
RAYNOR & EDMONDSON DITCH-4	02.00 cfs	SOUTH PLATTE	1882/06/28	1889/10/18	23	0.5 cfs
RAYNOR & EDMONDSON DITCH-5	20.00 cfs	SOUTH PLATTE	1882/06/14	1889/10/18	23	2.1 cfs
EDMONDSON SEEPAGE DITCH	10.00 cfs	SEEPAGE	1882/06/10	1918/05/18	23	
SPRING BRANCH DITCH	ENTIRE FLOW	SPRING	1879/07/01	1889/10/18	23	1.5 cfs
DITCH NO. 52	10.00 cfs			1889/10/18	23	
ALKALINE DITCH	27.00 cfs	MIDDLE FORK SOUTH PLATTE	1885/07/05	1889/10/18	23	
JANITELL RANCH						**W-7936-75**
BURNS AND SESSIONS DITCH	09.36 cfs	JEFFERSON CREEK	1874/10/01	1889/10/18	23	5.99 cfs
RANDALL & NICHOLAS DITCH	10.00 cfs	MICHIGAN CREEK	1874/10/14	1889/10/18	23	1.62 cfs
BRUBAKER DITCH	05.19 cfs	JEFFERSON CREEK	1875/05/15	1889/10/18	23	2.03 cfs

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
OHLER GULCH DITCH	ENTIRE FLOW	OHLER GULCH	1878/04/01	1889/10/18	23	1.63 cfs
O'NEIL DITCH	01.10 cfs	TARRYALL CREEK	1879/05/10	1889/10/18	23	5.26 cfs
ANCHOR DITCH	04.10 cfs	JEFFERSON CREEK	1879/05/20	1889/10/18	23	5.50 cfs
CINCINNATI DITCH	00.90 cfs	MICHIGAN CREEK	1879/06/20	1889/10/18	23	0.64 cfs
WHITTEN DITCH	04.50 cfs	MICHIGAN CREEK	1880/03/15	1889/10/18	23	0.14 cfs
SESSIONS DITCH	02.35 cfs	MICHIGAN CREEK	1880/07/31	1889/10/18	23	0.83 cfs
SKELTON DITCH	06.50 cfs	MICHIGAN CREEK	1880/11/01	1889/10/18	23	3.37 cfs
MESA DITCH	05.00 cfs	MICHIGAN CREEK	1881/11/15	1889/10/18	23	
CRAIG DITCH	06.60 cfs	JEFFERSON CREEK	1882/05/05	1889/10/18	23	1.63 cfs
LITMER DITCH	02.00 cfs	JEFFERSON CREEK	1882/06/15	1889/10/18	23	0.79 cfs
SCHATTINGER DITCH	02.16 cfs	MICHIGAN CREEK	1883/06/01	1889/10/18	23	0.19 cfs
LITMER DITCH ENLARGEMENT	01.42 cfs	JEFFERSON CREEK	1883/11/13	1889/10/18	23	
OHLER DITCH	07.00 cfs	JEFFERSON CREEK	1888/06/25	1889/10/18	23	3.22 cfs
HURON RANCH						**W-7595-74**
PRUDEN DITCH	13.51 cfs	PRUDEN CREEK	1874/06/15	1889/10/18	23	1.1 cfs
SADLER DITCH	49.00 cfs	MIDDLE FORK SOUTH PLATTE	1875/05/31	1889/10/18	23	4.8 cfs
BALM OF GILEAD DITCH	13.50 cfs	BALM OF GILEAD CRK	1876/07/15	1889/10/18	23	0.9 cfs
FOSTER DITCH	42.00 cfs	MIDDLE FORK SOUTH PLATTE	1876/07/31	1889/10/18	23	4.5 cfs
HOT SPRINGS DITCH	28.00 cfs	SOUTH FORK SOUTH PLATTE	1877/05/15	1889/10/18	23	8.8 cfs
CENTRAL DITCH	33.00 cfs	MIDDLE FORK SOUTH PLATTE	1877/06/01	1889/10/18	23	3.7 cfs
FRITZ DITCH	24.00 cfs	SOUTH FORK SOUTH PLATTE	1877/07/01	1889/10/18	23	5.1 cfs
PIERCE DITCH	55.00 cfs	SOUTH FORK SOUTH PLATTE	1880/06/01	1889/10/18	23	2.5 cfs
WESTERN DITCH	66.00 cfs	MIDDLE FORK SOUTH PLATTE	1881/10/01	1889/10/18	23	25.9 cfs
ROGERS NORTH DITCH	16.80 cfs	MIDDLE FORK SOUTH PLATTE	1879/05/15	1889/10/18	23	0.6 cfs
DIVINE HILL DITCH	49.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/05/31	1889/10/18	23	8.6 cfs
HARRINGTON SOUTH DITCH	43.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/09/15	1889/10/18	23	4.4 cfs
RICKARDS LOWER DITCH	45.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/09/15	1889/10/18	23	
HARRINGTON & RICKARDS DITCH	94.00 cfs	MIDDLE FORK SOUTH PLATTE	1884/10/15	1889/10/18	23	9.5 cfs
ROBBINS NO. 1 DITCH	02.00 cfs	SIMS CREEK	1872/06/01	1913/05/22	23	
ROBBINS-SIMS DITCH	01.80 cfs	SIMS CREEK	1873/05/01	1913/05/22	23	
ROBBINS NO. 2 DITCH	01.80 cfs	SIMS CREEK	1873/06/01	1913/05/22	23	
SIMS DITCH	04.00 cfs	SIMS CREEK	1876/06/01	1913/05/22	23	
SPRING DITCH NO. 1	01.90 cfs	SIMS CREEK	1877/05/01	1913/05/22	23	
SPRING DITCH NO. 2	00.72 cfs	NO NAME CREEK	1877/05/01	1913/05/22	23	
THREE MILE DITCH	05.00 cfs	3 MILE CREEK	1904/04/01	1913/05/22	23	
LEFT HAND DITCH	05.00 cfs	LEFT HAND CREEK	1906/04/01	1913/05/22	23	
HENRY E. ROGERS DITCH NO. 1	08.00 cfs	CROSS CREEK	1874/05/15	1918/05/18	23	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
HENRY E. ROGERS DITCH NO. 2	01.00 cfs	UNION CREEK	1874/06/15	1918/05/18	23	
PONCHO VILLA DITCH	02.00 cfs	BUFFALO SLOUGH	1917/05/31	1918/05/18	23	
JARDON DITCH	01.00 cfs	SOUTH FORK SOUTH PLATTE	1919/06/10	1953/03/24	23	
LEFT HAND GULCH DITCH	01.05 cfs	LEFT HAND CREEK	1927/01/10	1953/03/24	23	
BROWN DITCH	03.40 cfs	SPRING CREEK	1947/09/22	1953/03/24	23	
SIMMS DITCH	04.80 cfs	EAST FOREST RANGER STA. CREEK	1947/09/23	1953/03/24	23	
SPRING CREEK DITCH	08.00 cfs	SPRING CREEK	1947/09/25	1953/03/24	23	
MAGNA NO. 1 EAST DITCH	15.00 cfs	SPRING CREEK	1947/10/04	1953/03/24	23	
MAGNA NO. 1 WEST DITCH	07.35 cfs	SPRING CREEK	1947/10/04	1953/03/24	23	
JORDAN EAST DITCH	13.65 cfs	WEST FORK SPRING CREEK	1947/10/11	1953/03/24	23	
JORDAN WEST DITCH	00.60 cfs	SPRING CREEK	1947/10/11	1953/03/24	23	
HARRINGTON & RICKARDS RANCH	01.00 cfs	MIDDLE FORK SOUTH PLATTE	1884/12/31	1913/05/22	23	
BADGER BASIN RANCH						**W-9234-78**
DANIEL FYFFE DITCH	06.00 cfs	FOUR MILE CREEK	1874/06/01	1889/10/18	23	0.41 cfs
DONOVAN DITCH	45.00 cfs	FOUR MILE CREEK	1878/05/15	1889/10/18	23	2.48 cfs
MAIN OR HOTEL DITCH	29.00 cfs	SOUTH FORK SOUTH PLATTE	1879/04/05	1889/10/18	23	5.73 cfs
THOMPSON DITCH	31.00 cfs	MIDDLE FORK SOUTH PLATTE	1881/04/02	1889/10/18	23	7.86 cfs
HARRIS DITCH	16.45 cfs	FOUR MILE CREEK	1881/05/01	1889/10/18	23	0.49 cfs
HARTSEL FOURMILE DITCH	22.00 cfs	FOUR MILE CREEK	1885/06/08	1889/10/18	23	1.33 cfs
HIGH CREEK NO. 2 DITCH	02.00 cfs	HIGH CREEK	1880/06/01	1913/05/22	23	0.26 cfs
FOURMILE NO. 1 DITCH	02.00 cfs	FOUR MILE CREEK	1880/06/01	1913/05/22	23	0.75 cfs
FOURMILE NO. 2 DITCH	02.00 cfs	FOUR MILE CREEK	1880/06/01	1913/05/22	23	0.41 cfs
EUHLER DITCH	06.50 cfs	MIDDLE FORK SOUTH PLATTE	1892/06/01	1918/05/18	23	0.76 cfs
FIRST FIELD DITCH	03.00 cfs	THREE MILE SLOUGH	1892/09/01	1918/05/18	23	0.34 cfs
THREE MILE DITCH	05.25 cfs	THREE MILE SLOUGH	1892/10/31	1918/05/18	23	0.22 cfs
COIL RANCH						**W-9448-78**
MILLER & CHAPMAN DITCH	10.00 cfs	MIDDLE FORK SOUTH PLATTE	1873/05/23	1889/10/18	23	2.84 cfs
ANDERSON NO. 3 DITCH	06.40 cfs	MIDDLE FORK SOUTH PLATTE	1873/07/01	1889/10/18	23	3.13 cfs
ANDERSON NO. 2 DITCH (aka Anderson No. 1 Ditch)	10.45 cfs	MIDDLE FORK SOUTH PLATTE	1875/05/25	1889/10/18	23	4.23 cfs
MILLER & CHAPMAN DITCH ENLARGEMENT	02.00 cfs	MIDDLE FORK SOUTH PLATTE	1878/06/20	1889/10/18	23	0.38 cfs
ANDERSON DITCH	22.00 cfs	MIDDLE FORK SOUTH PLATTE	1881/04/20	1889/10/18	23	3.13 cfs
DF MILLER NO. 1 DITCH	126.20 cfs	MIDDLE FORK SOUTH PLATTE	1881/05/10	1889/10/18	23	2.86 cfs
PARK DITCH	60.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/06/10	1889/10/18	23	2.69 cfs
“DITCH” DITCH	50.00 cfs	MIDDLE FORK SOUTH PLATTE	1887/05/24	1889/10/18	23	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
MCNULTY RANCH						**79CW274**
CHAPELLE DITCH	05.00 cfs	SOUTH FORK SOUTH PLATTE	1873/09/01	1889/10/18	23	1.48 cfs
KESTER SWEET DITCH	20.31 cfs	SOUTH FORK SOUTH PLATTE	1874/06/01	1889/10/18	23	7.94 cfs
BURLINGAME DITCH	06.75 cfs	SOUTH FORK SOUTH PLATTE	1878/08/10	1889/10/18	23	0.21 cfs
WEAVER NO. 3 DITCH	01.35 cfs	SOUTH FORK SOUTH PLATTE	1887/07/12	1889/10/18	23	0.09 cfs
BURLINGAME NO. 3 DITCH	01.62 cfs	SOUTH FORK SOUTH PLATTE	1888/06/10	1889/10/18	23	0.19 cfs
MILLER DEYARMAN DITCH	00.75 cfs	SOUTH FORK SOUTH PLATTE	1885/06/01	1913/05/22	23	0.13 cfs
WALKER RANCH						**79CW351**
HAVER NO. 1 DITCH	24.32 cfs	SOUTH FORK SOUTH PLATTE	1873/06/25	1889/10/18	23	0.88 cfs
PARMALEE & SHOEMAKER NO. 1 DITCH	30.54 cfs	SOUTH FORK SOUTH PLATTE	1875/05/20	1889/10/18	23	1.37 cfs
PARMALEE & SHOEMAKER NO. 3 DITCH	30.48 cfs	SOUTH FORK SOUTH PLATTE	1876/06/15	1889/10/18	23	0.86 cfs
ISLAND DITCH	12.67 cfs	SOUTH FORK SOUTH PLATTE	1876/06/30	1889/10/18	23	0.72 cfs
HAVER NO. 2 DITCH	29.98 cfs	SOUTH FORK SOUTH PLATTE	1876/07/01	1889/10/18	23	1.12 cfs
PARMALEE & SHOEMAKER NO. 2 DITCH	44.30 cfs	SOUTH FORK SOUTH PLATTE	1877/06/01	1889/10/18	23	2.61 cfs
HAVER NO. 3 DITCH	09.47 cfs	SOUTH FORK SOUTH PLATTE	1887/05/01	1889/10/18	23	2.53 cfs
BLACK MOUNTAIN RANCH						**84CW010**
BINKLEY NO. 2 DITCH	20.00 cfs	TWELVE MILE CREEK	1878/08/01	1889/10/18	23	0.59 cfs
BURLINGAME DITCH	20.25 cfs	SOUTH FORK SOUTH PLATTE	1878/08/10	1889/10/18	23	1.61 cfs
BINKLEY DITCH	25.00 cfs	TWELVE MILE CREEK	1879/09/01	1889/10/18	23	0.09 cfs
SOUDERS & WOLFE NO. 6 DITCH	11.68 cfs	SOUTH FORK SOUTH PLATTE	1887/05/25	1889/10/18	23	0.21 cfs
ROGERS DITCH	14.30 cfs	HIGH CREEK	1884/06/01	1893/10/30	23	0.19 cfs
ROGERS AND MILLER DITCH	12.50 cfs	TWELVE MILE CREEK	1901/05/27	1913/05/22	23	0.68 cfs
WINKLER DITCH	01.50 cfs	TWELVE MILE CREEK	1879/06/01	1913/05/22	23	0.35 cfs
COLLARD RANCH						**88CW228**
DUNBAR DITCH	07.00 cfs	TARRYALL CREEK	1876/04/05	1889/10/18	23	3.66 cfs
DUNBAR DITCH NO. 1	18.00 cfs	TARRYALL CREEK	1881/06/01	1889/10/18	23	1.43 cfs
INDIAN MOUNTAIN RANCH						**84CW065**
HARLAND DITCH	27.00 cfs	TARRYALL CREEK	1878/05/20	1889/10/18	23	3.28 cfs
SLATER DITCH	14.00 cfs	TARRYALL CREEK	1880/05/20	1889/10/18	23	1.25 cfs
JOHNSON RANCH						**92CW156**
BAKER & LILLEY DITCH	07.30 cfs	DEADMAN GULCH	1875/06/01	1889/10/18	23	1.52 cfs
W.R. HEAD DITCH	05.70 cfs	JEFFERSON CREEK	1879/09/01	1889/10/18	23	3.91 cfs

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
W.R.HEAD NO. 3 DITCH	01.80 cfs	JEFFERSON CREEK	1881/05/10	1889/10/18	23	0.73 cfs
W.R.HEAD NO. 4 DITCH	02.44 cfs	JEFFERSON CREEK	1881/05/15	1889/10/18	23	1.65 cfs
STEINER RANCH						**93CW140**
BRUBAKER DITCH	2.063 cfs	JEFFERSON CREEK	1875/05/15	1889/10/18	23	1.70 cfs
JOHN'S RANCH						
LINK DITCH	19.0 cfs	TARRYALL CREEK	1871/03/10	1889/10/18		**CA341**
PETRIE DITCH	27.0 cfs	TARRYALL CREEK	1880/06/01	1889/10/18		**CA341**
SPINNEY MOUNTAIN RESERVOIR (Single Use)	52,829 af absolute	SOUTH PLATTE	1973/03/26	1977/10/18	23	**W-7395, 81CW306; 85CW251; 89CW146**
LAST CHANCE DITCH NO.2						**91CW117**
PLATTE CANYON DITCH	08.50 cfs	SOUTH PLATTE	1863/12/30	1883/12/10	8	1.92 cfs
NEVADA DITCH (Single Use)	01.00 cfs	SOUTH PLATTE	1865/12/30	1883/12/10	8	
LAST CHANCE DITCH (PR-39)	32.00 cfs	SOUTH PLATTE	1868/03/03	1883/12/10	8	3.64 cfs
NOTE: These flow rates appear as max rates in decree.						
STRONTIA SPRINGS DIVERSION	225 cfs	SOUTH PLATTE	2004/08/30	2009/07/13	8	**04CW218**
STRONTIA SPRINGS AURORA INTAKE (Single Use)	100 cfs	SOUTH PLATTE	1964/05/15	1972/05/18	8	**CA-3635**
TUCSON SOUTH / ARR-B STORAGE FACILITY	10,400 AF	SOUTH PLATTE	2003/12/08	2007/08/01	2	**03CW414**
AURORA , QUINCY, AND EAST RESERVOIRS	18,707 AF 2,693 AF 25,000 AF	SOUTH PLATTE	2003/12/08	2008/05/14	2	**03CW415**
PRAIRIE WATERS PROJECT Involves a conditional underground storage right, surface storage right, tributary ground water rights, and appropriative rights of exchange		SOUTH PLATTE	2006/04/28	2009/05/06		**2006CW104**
ARR-A / Gravel Pit Reservoir A	19,000 AF					
49 Wells (Collectively)	77.40 cfs					

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
ROBERT W. WALKER RESERVOIR (aka Walker South)	2,000 AF	SOUTH PLATTE	1997/10/21	2000/05/10	2	**97CW272**
STILLWATER RANCH RESERVOIR (aka Walker North)	1,600 AF	SOUTH PLATTE	1997/09/12	2000/05/10	2	**97CW392**
AURORA-EVERIST RESERVOIR		SOUTH PLATTE			2	
Aurora-Everist Reservoir No. 1	7,000 AF		2007/02/21	2012/06/07		**02CW330**
Aurora-Everist Reservoir No. 2	6,890 AF		2013/07/31	2015/01/06		**13CW3080**
AURORA-GILCREST RESERVOIR	15,200 AF	SOUTH PLATTE	2016/04/29	2019/01/10	2	**16CW3058**
RUMSEY RESERVOIRS		SOUTH PLATTE			2	
Rumsey Reservoir No. 1	1,000 AF		2012/07/31	2016/04/27		**12CW179**
Rumsey Reservoir No. 2	1,000 AF		2012/07/31	2016/04/27		**12CW179**
RUMSEY RECHARGE FACILITY	5.00 cfs	SOUTH PLATTE	2012/07/31	2016/04/27	2	**12CW179**
CPNMD RESERVOIR NO. 1	5,500 AF	SOUTH PLATTE	2009/12/31	2013/02/07	2	**09CW279**
STAGECOACH RESERVOIR	500 af	SOUTH PLATTE	2009/12/31	2013/02/07	2	**09CW279**
CHERRY CREEK WELL FIELD	25.00 cfs	CHERRY CREEK	1955/11/15	1972/05/18		**CA-3635 (Augmented in Case No. 86CW339)**
BE-1 (a/k/a ADEE WELL No. 1)	1.8 cfs	BOX ELDER CREEK	1955/08/31	1976/05/13	2	**W-6452 (Augmented in Case No. 85CW371)**
BEHRENS WELLS		BOX ELDER CREEK				**W-1132 (Augmented in Case No. 80CW232)**
WELL NO. B-1	1.12 cfs		1950/03/31	1972/02/14	1	
WELL NO. B-2	1.12 cfs		1950/03/31	1972/02/14	1	
WELL NO. B-3	0.90 cfs		1952/05/31	1972/02/14	1	
WELL NO. B-4	0.72 cfs		1953/06/30	1972/02/14	1	
WELL NO. B-5	1.12 cfs		1955/05/23	1972/02/14	1	
DROHAN WELLS		BOX ELDER CREEK				**W-6339 (Augmented in Case No. W-7957-75)**
DROHAN WELL NO. 1-10684	2. 22 cfs		1947/06/01	1975/11/10	2	
DROHAN WELL NO. 2-10685	2. 22 cfs		1948/07/01	1975/11/10	2	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
DROHAN WELL NO. 3-10686	5. 55 cfs		1953/07/01	1975/11/10	2	
DROHAN WELL NO. 4-10687	2. 22 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 5-10688	2. 22 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 6-10689	1. 67 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 7-10690	2. 67 cfs		1946/05/01	1975/11/10	2	
DROHAN WELL NO. 8-10691	3. 33 cfs		1946/05/01	1975/11/10	2	
DROHAN WELL NO. 9-10692	5. 55 cfs		1946/04/01	1975/11/10	2	
DROHAN WELL NO. 10-10693	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 11-10694	2. 00 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 12-10695	3. 00 cfs		1952/05/01	1975/11/10	2	
DROHAN WELL NO. 13-10696	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 14-10697	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 15-10698	2. 22 cfs		1940/05/01	1975/11/10	2	
DROHAN WELL NO. 16-10699	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 17-10700	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 18-10701	1. 67 cfs		1950/09/01	1975/11/10	2	
FULTON DITCH	79.7 cfs 74.25 cfs 50.23 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1865/05/01 1876/07/08 1879/11/05	1883/04/28 1883/04/28 1883/04/28	2 2 2	**CA-6009**
BRIGHTON DITCH	22.22 cfs 22.58 cfs	SOUTH PLATTE SOUTH PLATTE	1863/12/01 1871/11/01	1883/04/28 1883/04/28	2 2	**07CW037 (Changed 9.023 shares) 21CW3103 (Changed 0.559 shares)**
NEW BRANTNER EXTENSION DITCH COMPANY	29.77 cfs 5.93 cfs 12.18 cfs 63.30 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1860/04/01 1863/01/05 1872/07/01 1881/01/15	1883/04/28 1883/04/28 1883/04/28 1883/04/28	2 2 2 2	**CA-6009 14CW3177 (Changed 53.6125 shares) 21CW3092 (Changed 14 shares)**
LUPTON BOTTOM DITCH CO.	47.70 cfs 92.87 cfs	SOUTH PLATTE SOUTH PLATTE	1863/05/15 1873/09/15	1883/04/28 1883/04/28	2 2	**CA-6009 18CW3121 (Changed 10.25 shares)**
LUPTON MEADOWS DITCH CO.						**CA-6009 18CW3121 (Changed 111 shares)**
LUPTON BOTTOM DITCH	47.70 cfs	SOUTH PLATTE	1863/05/15	1883/04/28	2	
MEADOW ISLAND DITCH NO. 1	22.00 cfs	SOUTH PLATTE	1866/05/01	1883/04/28	2	
LUPTON BOTTOM DITCH	92.87 cfs	SOUTH PLATTE	1873/09/15	1883/04/28	2	
MEADOW ISLAND DITCH NO. 1	94.80 cfs	SOUTH PLATTE	1882/04/29	1883/04/28	2	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
LOWER LATHAM DITCH COMPANY	20.4 cfs 35.77 cfs 97.68 cfs 133.88 cfs 35 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE DRAIN	1869/05/12 1874/12/12 1877/11/14 1881/10/24 1889/03/01	1883/04/28 1883/04/28 1883/04/28 1883/04/28 1918/08/02	2 2 2 2 2	**CA-6009** **CA-54658**
LOWER LATHAM RESERVOIR COMPANY	4,325.07 AF 1,430.21 AF 2,180.89 AF	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1898/06/23 1900/06/24 1915/08/07	1918/08/02 1918/08/02 1924/11/12	2 2 2	**CA-54658**
MEADOW ISLAND NO. 1	22.00 cfs 94.80 cfs	SOUTH PLATTE SOUTH PLATTE	1866/05/01 1882/04/29	1883/04/28 1883/04/28	2 2	**CA-6009**
PLATTE VALLEY IRRIGTION COMPANY	177.07 cfs 215.95 cfs	SOUTH PLATTE	1871/10/05 1909/06/09	1883/04/28 1924/11/12	2 2	**CA-6009** **CA-54658**
PLATTEVILLE DITCH	47.88 cfs 5.25 cfs 94.25 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1862/07/01 1871/01/01 1873/10/15	1883/04/28 1883/04/28 1883/04/08	2 2 2	**CA-6009**
WESTERN MUTUAL DITCH COMPANY (Includes 7 cfs of Hewes and Cook)	27.45 cfs 71.12 cfs 86.43 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1866/05/05 1871/08/10 1894/01/26	1883/04/28 1883/04/28 1924/11/12	2 2 2	**CA-6009** **CA-54658**
FARMERS INDEPENDENT DITCH CO.	61.6 cfs 85.4 cfs	SOUTH PLATTE SOUTH PLATTE	1865/11/20 1876/11/20	1883/04/28 1883/04/28		**CA-6009**
UNION DITCH CO.	100.00 cfs 84.03 cfs	SOUTH PLATTE SOUTH PLATTE	1874/11/05 1881/11/02	1883/04/28 1883/4/28		**CA-6009**
GODFREY DITCH CO.	26.88 cfs 30.83 cfs	SOUTH PLATTE SOUTH PLATTE	1870/03/10 1873/03/15	1883/04/28 1883/04/28	2 2	**CA-6009**
BIG BEND DITCH (Aurora owns 2 cfs)	20.88 cfs	SOUTH PLATTE	1879/09/26	1883/04/28	2	**CA-6009**
McARTHUR DITCH (Aurora Owns entire right)	1.40 cfs	EAST FORK OF COOK CREEK	1868/05/01	1913/05/22 2020/02/27	80	**CA-1678** **17CW3205**

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
MACK DITCH 2 **(Aurora Owns 0.1753 cfs)**	1.0 cfs	NORTH FORK OF SOUTH PLATTE RIVER	1863/05/01	1913/05/22	80	**CA-1678**
WYATT DITCH **(Aurora Owns entire right)**	4.0 cfs	SOUTH PLATTE	1878/03/12	1883/04/28	2	**CA-6009**
AURORA LAWN IRRIGATION RETURN FLOWS	N/A			2008/12/18		**02CW341**
SHOP CREEK LIRFs	N/A			2001/08/01		**Case Nos. 95CW226 and 227**
TETSEL DITCH COMPANY	17 cfs 20 cfs	SOUTH PLATTE SOUTH PLATTE	1871/11/15 1882/07/01	1895/11/21 1895/11/21	1	CA- 0433
WHITNEY IRRIGATION COMPANY	48.23 cfs 12.95 cfs	CACHE LA POUDRE RIVER CACHE LA POUDRE RIVER	1862/09/01 1871/09/10	1882/04/11 1882/04/11	3	**CA – 0320**

II. ARKANSAS RIVER:

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS
BURROUGHS RANCH						**W-4799 & 82CW182**
YOUNGER NO. 1 DITCH	5.71 cfs	Arkansas River	1879/05/15	1902/07/15	11	0.77 cfs
YOUNGER NO. 2 DITCH	6.29 cfs	Arkansas River	1879/05/15	1902/07/15	11	0.85 cfs
BEAVER DAM DITCH	1.43 cfs	Arkansas River	1881/05/15	1902/07/15	11	0.08 cfs
YOUNGER WASTE DITCH	3.00 cfs	Springs and Seepage	1892/05/01	1911/06/09	11	zero
BUFFALO PARK RANCH						**89CW042**
UPPER DITCH	4.80 cfs	Half Moon Creek	1881/05/07	1890/06/19	11	1.4 cfs
ABBOTT & LOPER DITCH	1.00 cfs	Half Moon Creek	1882/04/25	1890/06/19	11	0.4 cfs
ABBOTT & LOPER DITCH (2nd)	5.40 cfs	Half Moon Creek	1887/05/07	1890/06/19	11	1.5 cfs
ABBOTT & LOPER DITCH (3rd)	0.50 cfs	Half Moon Creek	1885/03/19	1911/01/27	11	zero
HALFMOON DITCH	0.30 cfs	Half Moon Creek	1887/05/28	1890/06/19	11	zero
LORD-COLAHAN DITCH	1.50 cfs	Half Moon Creek	1890/06/19	1910/07/12	11	zero
LORD-COLAHAN DITCH (2nd)	0.14 cfs	Half Moon Creek	1887/06/01	1911/01/27	11	zero
HARL DITCH	1.00 cfs	Half Moon Creek	1885/03/19	1911/01/27	11	zero
HARL DITCH (2nd)	2.80 cfs	Half Moon Creek	1901/09/01	1911/01/27	11	zero
COLAHAN NO. 1 DITCH	0.20 cfs	Half Moon Creek	1885/06/01	1911/01/27	11	zero
COLAHAN NO. 1 DITCH (2nd)	0.40 cfs	Half Moon Creek	1901/09/01	1911/01/27	11	zero
COLAHAN & LOPER DITCH	0.50 cfs	Half Moon Creek	1887/06/01	1911/01/27	11	zero
SPURLIN-SHAW RANCH						**98CW137(A&B)**
DeLappe Ditch	5.00 cfs	Arkansas River	1887/06/16	1908/01/21	11	zero
Henderson - DeLappe Ditch	10.00 cfs	Lake Fork Creek	1887/05/01	1907/07/10	11	3.14 cfs
Wells & Starr Ditch	8.00 cfs	Arkansas River	1882/05/01	1907/07/10	11	1.73 cfs
Henderson Rock Creek Ditch	3.44 cfs	Rock Creek	1878/08/01	1913/07/14	11	1.23 cfs
HAYDEN RANCH						**98CW137(A&B)**
Upper River Ditch	14.00 cfs	Arkansas River	1879/05/15	1901/01/31	11	4.01 cfs
Pioneer Ditch	7.00 cfs	Arkansas River	1878/04/08	1901/01/31	11	2.57 cfs
Champ Ditch	5.00 cfs	Arkansas River	1877/06/25	1901/01/31	11	0.28 cfs
Wheel Ditch	16.00 cfs	Arkansas River	1880/05/05	1901/01/31		0.10 cfs
COLORADO CANAL COMPANIES						**84CW062, 84CW063, & 84CW064**
Colorado Canal	756.28 cfs	Arkansas River	1890/06/09	1896/03/23	14	
Lake Meredith Reservoir	26,028 AF	Arkansas River	1898/03/09	1916/11/25	14	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS
Lake Henry Reservoir	6,355 AF	Arkansas River	1891/12/31	1916/11/25	14	
	2,000 AF	Arkansas River	1900/09/10	1932/10/13	14	
	3,561 AF	Arkansas River	1909/06/15	1916/11/25	14	
ROCKY FORD DITCH COMPANY						**83CW018 & 99CW169(A)**
ROCKY FORD DITCH	111.76 cfs	Arkansas River	1874/05/15	1905/04/08	17	58.00 cfs
ROCKY FORD DITCH	96.54 cfs	Arkansas River	1890/05/06	1905/04/08	17	Zero
ROCKY FORD DITCH EXCHANGES						
ROCKY FORD I EXCHANGES	500.00 cfs	Arkansas River	1987/12/21	1987/12/31		**87CW063**
ROCKY FORD II EXCHANGES	500.00 cfs	Arkansas River	1999/12/28	1999/12/31		**99CW170(A&B)**
BOX CREEK RES. EXCHANGES	200.00 cfs 200.00 cfs 50.00 cfs	Arkansas River and its tributaries	2001/12/17	2012/10/30		**01CW145**
OTERO DITCH COMPANY						
Otero Canal	123.00 cfs	Arkansas River	1890/03/03	1905/04/08	17	**04/08/1905**
Otero Canal	334.92 cfs	Arkansas River	1903/02/02	1901/01/31	17	**08/30/1922**
CATLIN CANAL COMPANY						
Catlin Canal	22	Arkansas River	1875/04/10	1905/04/08	17	**7/11/1905, 06CW0049**
Catlin Canal	226.00 cfs	Arkansas River	1884/12/03	1905/04/08	17	**4/8/1905, 06CW0049**
Catlin Canal	97.00 cfs	Arkansas River	1887/11/14	1905/04/08	17	**4/8/1905, 06CW0049**

III. COLORADO RIVER:

WATER ORIGINATING IN THE COLORADO RIVER SYSTEM IS DIVERTED INTO THE ARKANSAS RIVER SYSTEM AND TRANSPORTED VIA THE OTERO PIPELINE SYSTEM TO THE SOUTH PLATTE RIVER BASIN:

A. HOMESTAKE SYSTEM: DISTRICT COURT, EAGLE COUNTY, CASE NO. 1193, ORIGINAL DECREE ENTERED JULY 23, 1958, AMENDED AND SUPPLEMENTAL DECREE ENTERED JUNE 8, 1982; DISTRICT COURT, WATER DIVISION 5, CASE NOS. 88-CW-449, DECREE ENTERED AUGUST 20, 2002; DISTRICT COURT, WATER DIVISION 5, CASE NOS. 95-CW-272 AND 98-CW-270.
B. TWIN LAKES SYSTEM: DISTRICT COURT, WATER DIVISION 5, CASE NO. W-1901, DECREE ENTERED MAY 12, 1976, AND DISTRICT COURT, WATER DIVISION 5, CASE NO. 95-CW-321, DECREE ENTERED APRIL 20, 2001.
C. BUSK-IVANHOE SYSTEM
D. COLUMBINE DITCH SYSTEM

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
HOMESTAKE SYSTEM	1195 cfs	Tributaries to the Colorado River	09/22/1952	07/23/1958	37	**Case No. 1193**, District Court, Eagle County
	1530 cfs	Eagle River and other tributaries to the Colorado River	12/19/1988			**Case No. 88CW449**, Water Division 5
	800 AF	Eagle River and other tributaries to the Colorado River	02/13/1995			**Case Nos.95CW272** and **98CW270** Water Division 5
TWIN LAKES SYSTEM	57,000 AF (Average)	Roaring Fork River, tributary to the Colorado River	08/23/1930	05/12/1976		**Case No. W-1901**, Water Division 5
	4,650 AF	Roaring Fork River, tributary to the Colorado River	06/08/1994	04/20/2001		**Case No. 95CW321**, Water Division 5
HOMESTAKE EXCHANGE	800 AF	Homestake Reservoir	02/13/1995	02/06/2003		**Case No. 98CW270** Water Division 5
BUSK-IVANHOE SYSTEM						**Case No. 09CW142** Water Division 2
Ivanhoe Reservoir Ivanhoe Reservoir & Tunnel Lyle Ditch Pan Ditch Hidden Lake Creek Ditch (Aurora owns 100% of Busk-Ivanhoe, Inc. which owns an undivided 50% interest in the Busk-Ivanhoe System)	1,200 AF 35 cfs 50 cfs 25 cfs 70 cfs	Ivanhoe Creek, Hidden Lake Creek, Pan Creek, and Lyle Creek, all tributary to the Frying Pan River, tributary to the Colorado River	06/27/1921 06/27/1921 09/28/1924 10/05/1924 08/30/1927	01/09/1928 01/09/1928 01/09/1928 01/09/1928 01/09/1928	38	**CA 2621** Garfield County

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
COLUMBINE DITCH SYSTEM (Aurora is a shareholder in the Fremont Pass Ditch Company)	60 cfs	Tributaries to the East Fork of the Eagle River	6/21/1930	10/03/1936 08/04/2013	37	**CA 963** District Court, Eagle County **Case No. 09CW187** Water Division 5
	60 cfs	Tributaries to the East Fork of the Eagle River	12/17/2009	08/14/2013	37	**Case No. 09CW188** Water Division 5

IV. DENVER BASIN AQUIFERS (OUTSIDE DESIGNATED BASINS):

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
18CW3218Aurora ADAMS COUNTY 2001-2018	276 AF 199 AF 164 AF 249 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie Fox-Hills Aquifer	N/A	12/22/2020		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
18CW3219 -Aurora ARAPAHOE COUNTY, 2001-2018, North of Quincy	15,221 AF 10,180 AF 12,000 AF 15,540 AF 17,050 AF	Denver NNT Full Replacement Denver NNT 4% Replacment Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie Fox-Hills Aquifer	N/A	12/22/2020		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
18CW3220 -Aurora ARAPAHOE COUNTY, 2001-2018, South of Quincy	45 AF 37 AF 13 AF 63 AF 159 AF 219 AF 152 AF	Upper Dawson NNT Full Replacment Lower Dawson NNT Full Replacemnt Lower Dawson Aquifer Denver NNT 4% Replacemnt Denver Aquifer Upper Arapahoe Aquifer Laramie Fox-Hills Aquifer	N/A	12/29/2020		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW297—Aurora ARAPAHOE COUNTY, Post-1985, North of Quincy	4879 AF 2604 AF 2227 AF 2990 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW298—Aurora ARAPAHOE COUNTY, Pre-1985	207 AF 8455 AF 3334 AF 3658 AF 7067 AF	Lower Dawson Aquifer Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW299—Aurora DOUGLAS COUNTY, Post-1985	63.9 AF	Upper Dawson Aquifer	N/A	03/01/2005		Same as Decreed Amount (Less Replacement Deductions)
01CW300—Aurora ARAPAHOE COUNTY, Post-1985, South of Quincy	1007 AF 1988 AF 206 AF 246 AF 164 AF 1386 AF	Lower Dawson Aquifer Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Undiff. Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
01CW301—Aurora ADAMS COUNTY, Pre-1985	1691 AF 1190 AF 1495 AF 2561 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	12/07/2004		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW302—Aurora ADAMS COUNTY, Post-1985	3052 AF 1199 AF 1221 AF 1712 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	08/23/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
84CW241-Aurora ARARAHOE COUNTY, (Bradbury Family Partnership)	42 AF 150 AF 176 AF 101 AF	Lower Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	11/04/1988		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
98CW420-Aurora ARAPAHOE COUNTY, Aurora (Quick and Bellamah)	278 AF	Arapahoe Aquifer	N/A	04/28/1999		Same as Decreed Amount (Less Relinquishment Deduction)
96CW211-Aurora ARAPAHOE COUNTY Havana Office Park Well	33 AF	Arapahoe Aquifer	N/A	10/20/1997		Same as Decreed Amount (Less Relinquishment Deduction)
91CW007—Aurora ARAPAHOE COUNTY, Senac Wells	1141 AF	Arapahoe Aquifer	N/A	04/30/1993		Same as Decreed Amount (Less Relinquishment Deduction)
86CW219—Aurora ARAPAHOE COUNTY, Senac Wells	776 AF 297 AF 171 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/A	06/25/1987		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
80CW360(A)—Aurora ARAPAHOE COUNTY, Kings Point	189 AF 94 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/1984 Replacement Decree:		Same as Decreed Amounts (Less Relinquishment Deductions)
83CW350—Aurora ARAPAHOE COUNTY, Kings Point	277 AF 390 AF 86 AF	Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	10/18/1984 Replacement Decree:		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
85CW145(A)&(B)—First Capital ARAPAHOE COUNTY, Kings Point	80 AF 230 AF 138 AF 98 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	02/03/1999		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
87CW207/208-Douglas Farms DOUGLAS COUNTY Rockinghorse	68 AF 166 AF 166 AF 110 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	08/07/1989		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
84CW564-Miller DOUGLAS COUNTY Rockinghorse	64 AF 105 AF 200 AF 99 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	09/29/1989		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
97CW075-Gartrell Land, LLC DOUGLAS COUNTY Rockinghorse	36 AF 94 AF 154 AF 104 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	09/10/1997		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
PERMIT NO. 5127-F--Aurora ARAPAHOE COUNTY, Cherry Creek Well	485 AF	Arapahoe Aquifer	N/A	02/14/1964		Same as Decreed Amount
PERMIT NO. 5128-F—Aurora ARAPAHOE COUNTY, Cherry Creek Well	351 AF	Arapahoe Aquifer	N/A	02/14/1964		Same as Decreed Amount
PERMIT NO. 5129-F--Aurora ARAPAHOE COUNTY, Cherry Creek Well	521 AF	Arapahoe Aquifer	N/A	02/14/1964		Same as Decreed Amount
84CW183(A)-First Capital Corp. DOUGLAS COUNTY, Kings Point	101 AF 210 AF	Lower Dawson Denver	N/A	03/10/1989		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
84CW183(B)-Seventeen Mile V. DOUGLAS COUNTY, Kings Point	217 AF 155 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	12/28/1988		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
82CW115(A)-Eugene Tepper ARAPAHOE COUNTY,	120 AF 250 AF 112 AF	Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	10/11/1985		Same as Decreed Amount
80CW330(A)-Alpert Corp. ARAPAHOE COUNTY,	237 AF 167 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	07/21/1987		Same as Decreed Amounts
80CW330(B)-Alpert Corp. ARAPAHOE COUNTY,		Lower Dawson Denver	N/A	12/01/1987		
85CW171-Deutsch & Alpert ARAPAHOE COUNTY,	96 AF	Laramie-Fox Hills Aquifer	N/A	04/29/1987		Same as Decreed Amount (Less Relinquishment Deduction)

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
80CW237 and 238— Danford-Champlin Farms ADAMS COUNTY, (Front Range Airport System)	2016 AF 1344 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/26/1984		Same as Decreed Amounts
85CW253— Williams Investments ADAMS COUNTY, (Box Elder Creek)	207 AF 118 AF 85 AF 139 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	01/13/1988		
80CW232—Planet Cos. ADAMS COUNTY, 87CW210 (Diligence)	50 AF 125 AF 32 AF	Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	11/23/1983 12/31/1991		Same as Decreed Amount
82CW488/84CW030-GVR Partnership/Alperts ADAMS COUNTY Green Valley Ranch	701 AF 892 AF 1264 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	04/29/1987		Same as Decreed Amount (Less Relinquishment Deduction)
83CW112-Box Elder Investment ADAMS COUNTY	1597 AF	Arapahoe Aquifer	N/A	06/18/1985		Same as Decreed Amount
84CW096-Kaufman, Jensen & Small ADAMS COUNTY	109 AF	Arapahoe Aquifer	N/A	04/03/1985		Same as Decreed Amount
85CW135(B)-Monaghan Farms ADAMS COUNTY	2008 AF 1506 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/A	06/30/1988		Same as Decreed Amount (Less Relinquishment Deduction)
85CW414(F)-Fulenwider ADAMS COUNTY	221 AF 192 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/A	04/24/1998		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
85CW414(V)-Van Schaak ADAMS COUNTY	355 AF 308 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/a	04/24/1998		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)

IV. LOST CREEK DESIGNATED BASIN – DENVER BASIN AQUIFERS:

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
356-BD ADAMS COUNTY	31.9 AF	Denver Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
355-BD ADAMS COUNTY	34.2 AF	Upper Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
354-BD ADAMS COUNTY	11.3 AF	Lower Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
353-BD ADAMS COUNTY	28.1 AF	Laramie-Fox Hills Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
352-BD ADAMS COUNTY	43.8 AF	Denver Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
351-BD ADAMS COUNTY	31.5 AF	Upper Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
350-BD ADAMS COUNTY	27.4 AF	Lower Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
349-BD ADAMS COUNTY	27.4 AF	Laramie-Fox Hills Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)

Notes:

(1) Some of the ground water amounts listed above are classified as not-nontributary, and accordingly must be augmented prior to use. Nevertheless, once such ground water rights are augmented, the full decreed amounts are reusable.

(2) Some of the decreed nontributary ground water is subject to a 2% relinquishment requirement.

(3) Decreed Amounts are amounts adjudicated in the Water Court decree. In some instances, only a portion of the overlying land area has been annexed to the City. In those instances, only a corresponding portion of the decreed amount has been deeded to Aurora.

V. NON-TRIBUTARY OUTSIDE DENVER BASIN

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
LONDON WATER TUNNEL	7.4 cfs	Non tributary	4/29/1974	12/31/1976		**W-8314-76**
	724 AF	Non tributary	5/22/1981	12/31/1980		**80CW419**

VI. WATER RIGHTS PURSUANT TO CONTRACTS

NAME	AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS
East Cherry Creek Valley Water & Sanitation District Reusable Effluent			N/A	N/A		
Aurora/Westminster Intergovernmental Agreement for Water Delivery	70 AF		N/A	N/A		

Firestone's Water Rights
(as of October 2025)

1. Project Participation

PROJECT/SYSTEM	TOTAL AMOUNT	DECREED SOURCE	ESTABLISHED	FIRESTONE UNITS	AVAILABLE YIELD
COLORADO-BIG THOMPSON	310,000 AF	TRANSMOUNTAIN	1957	5,436	2,059 AF/YR
WINDY GAP	48,000 AF	TRANSMOUNTAIN	1985	5	500 AF/YR

2. St. Vrain Creek, Changed Water Rights

STRUCTURE	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	FIRESTONE CASE NO.	CHANGED AMOUNT	AVAILABLE YIELD	RETURN FLOWS	DECREE DATE
LOWER BOULDER DITCH[1]	25 cfs	BOULDER CREEK	1859/10/01	19CW3236	0.496 cfs	106.8 AF/YR	64.0 AF/YR	2024/02/21
	97 cfs	BOULDER CREEK	1870/06/01	19CW3236	2.771 cfs	36.1 AF/YR	21.7 AF/YR	2024/02/21
				24CW3062	2.082 cfs	36.1 AF/YR	21.7 AF/YR	PENDING
RURAL DITCH	22.75 cfs	BOULDER CREEK	1862/05/05	19CW3236	N/A	240.8 AF/YR	192.4 AF/YR	2024/02/21
	60.25 cfs		1863/03/10	24CW3062	N/A	153.1 AF/YR	133.5 AF/YR	PENDING
LAST CHANCE DITCH								PENDING
GODDING DITCH								PENDING
NEW COAL RIDGE DITCH								PENDING
CARBON VALLEY WATER STORAGE CELL RIGHT (a/k/a FIRESTONE RESERVOIR NO. 1)	1,179 AF (123 AF refill)	BOULDER CREEK IDAHO CREEK ST. VRAIN CREEK	2001/03/05	19CW3236	1,179 AF (123 AF refill)	1,179 AF (123 AF refill)	N/A	2024/02/21

[1] Changed diversion rates associated with the Lower Boulder Ditch represent Firestone's pro-rata share of the individual Lower Boulder Ditch water rights. They are **not** considered to be independent limitations under the Case No. 19CW3236 decree.

3. St. Vrain Creek, New Water Rights

STRUCTURE	CLAIMED AMOUNT	WATER SOURCE	APPROP. DATE	FIRESTONE CASE NO.	DECREE DATE
FIRESTONE-ST. VRAIN WATER AUTHORITY TREATMENT PLANT DIVERSION	5.35 cfs	ST. VRAIN CREEK	2019/12/17	19CW3236	2024/02/21
FAST WELL FIELD WELLS	2,400 gpm	ST. VRAIN CREEK			
MOUNTAIN SHADOWS WELL	800 gpm	GODDING HOLLOW			
FIRESTONE TRAIL ALLUVIAL DIVERSION	375 gpm	ST. VRAIN CREEK	2019/12/17	24CW3166	PENDING[2]
MOUNTAIN SHADOW PARK ALLUVIAL DIVERSION	675 gpm	GODDING HOLLOW	2024/12/18		
FIRESTONE ALLUVIAL DIVERSION NO. 2	3,360 gpm	ST. VRAIN CREEK	2019/12/17		
BAREFOOT LAKES ALLUVIAL DIVERSION	2,448 gpm	ST. VRAIN CREEK	2024/12/18		
VOGL-STINAR ALLUVIAL DIVERSION	3,120 gpm	ST. VRAIN CREEK	2024/12/18		
ACORD ALLUVIAL DIVERSION	3,168 gpm	ST. VRAIN CREEK	2024/12/18		
FIRESTONE RESERVOIR NO. 1 CONDITIONAL REFILL RIGHT	1,218.62 AF	BOULDER CREEK ST. VRAIN CREEK	2019/12/17	19CW3236	2024/02/21
FIRESTONE RESERVOIR NO. 2 CONDITIONAL STORAGE RIGHT	1,200 AF (1,200 AF refill)				
FIRESTONE CENTRAL PARK RESERVOIR	100 AF (100 AF refill)	BOULDER CREEK			
FIRESTONE RESERVOIR NO. 3	7,264 AF (7,264 AF refill)	BOULDER CREEK GODDING HOLLOW IDAHO CREEK MAYFIELD HOLLOW ST. VRAIN CREEK	2023/01/31	23CW3009	PENDING

[2] Claimed rates are subject to change until formally decreed.

Payroll Board Report - January

Pay Dates: 01/01/2026-01/31/2026

TOWN OF FIRESTONE (6207725)

Total

# of EE's - 134 / # of Statements - 472 / # Pay Days - 3

Pay Type	Hrs	Amt
BERVMNT	83.00	$5,296.16
BONUSDAY	945.00	$45,423.50
CALLOUT	30.00	$1,313.40
CMPTMOFF	17.75	$684.61
CPS		$275.00
CPTO	14.00	$1,002.34
DOCP	27.00	$1,507.77
EIB	33.42	$1,431.77
ELR		$85,765.22
EPL	297.71	$11,998.24
FLHOL	126.00	$5,608.87
FTOPAY	67.00	$3,759.40
GTL		$3,784.12
HOLTMOFF	4868.01	$235,790.64
HOLWK	637.00	$52,465.14
JURYDUTY	8.00	$220.73
OCCOP	6.25	$294.55
OT	218.25	$18,128.21
PDG	13.50	$1,060.31
PDINVDOCP	21.00	$748.02
PSS	32.00	$2,519.75
PTO	3334.37	$162,386.02
RETROPAY		$934.12
Regular	14683.00	$628,958.08
Salary		$395,956.37
VOLTMOFF	16.00	$448.14
OBBBA Qualified	168.50	$4,358.40
Totals:	25478.26	$1,667,760.48

Deductions	EE Amt	ER Amt
ACCINS	$1,071.90	
BASICLIFE		$2,493.69
CIE	$854.20	
CIS	$517.90	
Dental		$11,035.06
EQP	$1,379.02	
FPPA	$57,025.76	$51,481.67
FPPA457	$4,078.54	
FPPA457Roth	$1,950.00	
FPPADD		$18,045.06
FSA Medical	$3,537.54	
FSALIMITED	$460.02	
FSDEPCARE	$4,525.00	
HOSPINS	$1,284.48	
HSA	$3,091.64	
HSA ER Contribut		$4,900.00
HSA Pre Tax Fami	$21,800.70	
LTD		$2,287.42
MBHSA		$73,594.10
MCHSA	$10,235.62	$75,056.28
MOAP	$7,813.19	$43,235.38
MS401a	$225.00	
MS457B	$375.00	
MSROTH	$150.00	
NLLE	$341.80	
NLLP	$224.86	
PERA	$92,455.24	$158,968.51
PERA - ROTH	$2,355.42	
PERA401K	$5,148.62	
PERA401KROTH	$750.00	
PERA457	$4,235.60	
PERALFINS	$116.25	
STD		$2,915.62
VOLLFINSC	$78.40	
VOLLFINSE	$1,807.84	
VOLLFINSS	$496.17	
Vision		$1,903.54
Totals:	$228,385.71	$445,916.33

Taxes	Amt
FIT	$148,329.66
MEDI	$23,436.30
SIT:CO	$64,525.00
Totals:	$236,290.96
MEDI	$23,436.30
SUTA_SC:CO	
Colorado Suppor	
SUTA:CO	$3,061.11
ER Totals:	$26,497.41
All Totals:	$262,788.37

Net Pay	Amt
Direct Deposit	$1,195,479.81
Check	$3,819.88
Totals:	$1,199,299.69

Name	Total Paid
Total 4 RIVERS EQUIPMENT LLC:	984.20
Total ABS CONCRETE INC:	28,995.00
Total ADAMSON POLICE PRODUCTS:	5,054.50
Total AIRGAS INC:	180.84
Total ALAN PLUMMER AND ASSOCIATES INC:	31,812.96
Total Altitude Recreation Inc:	160,834.00
Total AMAZON CAPITAL SERVICES:	7,627.41
Total Amilia Technologies USA Inc:	311.02
Total ANGEL ARMOR LLC:	2,300.55
Total A-ONE CHIPSEAL:	25,207.07
Total ARBITRAGE COMPLIANCE SPECIALISTS INC:	2,750.00
Total AUSMUS LAW FIRM PC:	2,400.00
Total AXON ENTERPRISE INC:	210,156.17
Total B K TIRE INC:	2,807.88
Total BASELINE INC:	6,439.93
Total BEACON COMMUNICATIONS LLC:	1,116.08
Total Black Hills Energy:	4,176.06
Total BLUE 360 MEDIA:	240.99
Total BOBCAT OF THE ROCKIES:	433.31
Total CARBON VALLEY RECREATION DISTRICT-FURA:	1,166.60
Total CATHOLIC HEALTH INITIATIVES COLORADO:	29.84
Total CDW LLC:	6,511.02
Total CELEGANS LABS INC:	9,073.87
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTRAL WELD COUNTY WATER DISTRICT-TREA:	140,873.57
Total CENTURY LINK:	529.53
Total CHASE PAYMENTNET:	96,992.17
Total CHECK-IT CODE CONSULTING LLC:	16,207.70
Total CHICAGO TITLE (TUFTS):	54.03
Total CIGNA HEALTH & LIFE INSURANCE CO:	209,750.22
Total CINTAS FIRST AID & SAFETY:	631.02
Total CIRSA:	10,853.79
Total CIVIC PLUS INC:	76,176.20
Total Civil Resources LLC:	11,882.00
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	1,400.00
Total COLORADO BARRICADE CO:	560.00
Total COLORADO CIVIL GROUP INC:	15,840.00
Total COLORADO GEOLOGICAL SURVEY:	373.74
Total COLORADO JUMPS DBA AIRBOUND:	4,987.50

Name	Total Paid
Total COLORADO MATERIALS INC:	928.34
Total COLORADO PERA:	4,623.49
Total Colorado Tree Coalition Inc:	850.00
Total CORE & MAIN LP:	8,137.00
Total CorKat Data Solutions LLC:	1,605.30
Total CUSTOM FLAG COMPANY INC:	9,075.00
Total DBC IRRIGATION SUPPLY:	22,622.55
Total DELTA DENTAL OF COLORADO INC:	11,034.20
Total Discovery Management Group LLC:	1,375.00
Total DITESCO LLC:	6,813.50
Total ELEVATED CLOUD SERVICES LLC:	10,395.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	5,177.18
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	68,051.73
Total EV Studio LLC:	4,850.00
Total FIDELITY NATIONAL TITLE-LONGMONT:	30.98
Total FIRST AMERICAN TITLE CO:	128.70
Total FIRST INTEGRITY TITLE COMPANY:	45.22
Total FLEXX PRODUCTIONS LLC:	3,158.20
Total FREDERICK-FIRESTONE FIRE-FURA:	4,576.07
Total FRONTIER BUSINESS PRODUCTS:	366.21
Total Frost Solutions LLC:	3,000.00
Total Funflicks of Colorado:	4,400.00
Total FUZION FIELD SERVICES LLC:	6,980.14
Total GODDING DITCH COMPANY:	588.50
Total GRAVES CONSULTING LLC:	5,500.00
Total GREEN MILL SPORTSMAN'S CLUB INC:	150.00
Total HARCROS CHEMICALS INC:	1,269.25
Total HAYNIE & COMPANY:	8,000.00
Total HD SUPPLY INC:	189.80
Total High Plains Library District - FURA:	936.48
Total HUBCOM INC:	3,900.00
Total HYDRO RESOURCES ROCKY MTN Inc:	26,920.00
Total INTERMOUNTAIN SALES OF DENVER INC:	4,555.00
Total INTERNATIONAL ASSOC FOR PROPERTY & EVIDE:	65.00
Total INTERSTATE BATTERY OF THE ROCKIES:	62.30
Total INTERSTATE FORD:	658.25
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	150.00
Total JK Wash Enterprises LLC:	636.25
Total J-U-B Engineers Inc:	22,658.00

Name	Total Paid
Total Kenyon P Jordan:	250.00
Total KG CLEAN INC:	6,827.28
Total KINSCO LLC:	580.50
Total KMML Consulting LLC:	4,910.96
Total LANGUAGELINE SOLUTIONS:	28.82
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	26,284.20
Total LAYNE CHRISTENSEN COMPANY:	17,995.00
Total LEONARD RICE ENGINEERS INC:	10,229.24
Total LEXIPOL LLC:	2,999.40
Total Liliana Mercado:	220.00
Total Longmont Digital Printing:	369.62
Total LONGMONT HUMANE SOCIETY:	6,274.75
Total MAIN STREET MAT COMPANY INC:	381.38
Total MCGRANE WATER ENGINEERING LLC:	11,616.00
Total MDI TRUCKS OF NORTHERN COLORADO:	1,465.07
Total Mike Maroone Chevrolet GMC Longmont:	350.72
Total MINES AND ASSOCIATES INC:	6,603.00
Total Minuteman Press Boulder:	458.72
Total MISC VENDOR:	50,900.00
Total MoboTrex LLC:	107,813.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	902.41
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	6,416.01
Total NEW IPT INC:	2,100.00
Total Next Phase Engineering LLC:	3,633.60
Total Norris Design Inc:	16,231.98
Total Northern Colorado Water Cons Dist - FURA:	294.47
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	61,112.96
Total O.J. WATSON COMPANY INC:	2,832.30
Total ODP BUSINESS SOLUTIONS LLC:	210.86
Total O'REILLY AUTO PARTS:	425.36
Total ORKIN PEST CONTROL INC:	165.00
Total PCN Strategies Inc:	34,013.70
Total PINNACOL ASSURANCE:	20,048.00
Total PIRTEK NOCO:	396.36
Total POLCO NATIONAL RESEARCH CENTER:	4,000.00
Total POO FREE PARKS:	599.97
Total Print Experts:	7,005.74
Total PUREWATER DYNAMICS INC:	857.90
Total QUADIENT LEASING USA INC:	1,200.00

Name	Total Paid
Total RAMEY ENVIRONMENTAL COMPLIANCE INC:	121.34
Total RED WING SHOE STORE:	1,212.20
Total RESTITUTION / COURT REFUNDS:	435.00
Total REXEL USA INC:	3,862.50
Total RICHMOND AMERICAN HOMES:	49.57
Total ROAD SAFE TRAFFIC SYSTEMS:	184.05
Total Rocket Whale Products LLC:	1,788.00
Total ROCKY MOUNTAIN RESERVE LLC:	473.60
Total SAFETY AND CONSTRUCTION SUPPLY/TOOL ZONE:	1,438.50
Total Schedio Group LLC:	288.00
Total Scraps LTD:	13,860.00
Total Site Services Drilling LLC:	36,600.00
Total SPOT ON SOUND PRODUCTIONS:	5,750.00
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	144.02
Total ST VRAIN LAKES METRO DISTRICT #2 - FURA:	4,055.93
Total St Vrain Sanitation District - FURA:	7,577.45
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	1,920.86
Total ST VRAIN WATER AUTHORITY:	10,397.00
Total STEPHEN JONES:	1,500.00
Total SUMMIT DATA PROTECTION LLC:	22,065.00
Total Suter Media Relations:	2,500.00
Total THE GREENS METRO DISTRICT:	264.24
Total TIMBERLAN INC:	34,700.00
Total TLTC DISTRIBUTING LLC:	1,156.50
Total TRAFFIC SIGNAL CONTROLS INC:	160.00
Total TRANSWEST TRUCK TRAILER RV:	79.07
Total TRIDENT SECURITY SYSTEMS INC:	360.00
Total Tri-State Generation and Transmission:	4,013.00
Total UNIVERSITY AUTO PARTS INC:	3,864.66
Total UTILITY NOTIFICATION CENTER OF COLORADO:	536.79
Total UTILITY REFUNDS -1:	6,394.70
Total VALLI INFORMATION SYSTEMS:	3,647.65
Total VANCE BROTHERS LLC:	5,616.00
Total VANGUARD REAL ESTATE SOLUTIONS LLC:	1,025.00
Total Verizon Connect NWF INC:	1,030.07
Total VIA MOBILITY SERVICES:	10,659.00
Total VISION SERVICE PLAN - VSP:	1,903.14
Total WAGNER WELDING SUPPLY CO.:	18.91
Total WASTE CONNECTIONS OF COLORADO INC:	113.84

Name	Total Paid
Total WEAR PARTS & EQUIP CO INC:	531.25
Total WELD COUNTY ACCOUNTING DEPT-FURA:	2,350.19
Total WELD COUNTY CHIEFS OF POLICE ASSOCIATION:	650.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,498.50
Total WELD COUNTY SHERIFFS OFFICE:	308.64
Total WESTWATER RESEARCH LLC:	20,000.00
Total WHITESIDE'S BOOTS & CLOTHING-3, GREELEY:	139.99
Total Widner Juran LLP:	26,264.70
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,139.49
Grand Totals:	2,016,873.91

Name	Total Paid
MISC VENDOR	
Total Civitas:	40,500.00
Total Native Sun Construction:	10,000.00
Total Sizzling Platter:	400.00
Grand Totals:	50,900.00

Payroll Board Report - February

Pay Dates: 02/01/2026-02/28/2026

TOWN OF FIRESTONE (6207725)

Total

# of EE's - 135 / # of Statements - 285

Pay Type	Hrs	Amt
BERVMNT	58.00	$2,056.30
BONUSDAY	7.00	$448.16
CALLOUT	12.00	$608.89
CMPTMOFF	64.50	$2,090.65
CPS		$275.00
CPTO	9.00	$644.36
DOCP	45.00	$2,639.25
EIB	30.00	$2,055.12
ELR		$21,171.77
EPL	344.00	$15,360.25
FLHOL	34.00	$1,576.95
FTOPAY	41.00	$2,329.47
GTL		$2,491.10
HOLTMOFF	973.00	$47,400.12
HOLWK	129.00	$10,836.09
JURYDUTY	8.00	$402.03
OCCOP	4.50	$173.21
OT	191.25	$13,821.36
PDADL	112.00	$6,701.52
PDG	23.00	$1,855.06
PDINVDOCP	25.00	$890.50
PSS	15.00	$1,125.00
PTO	1885.64	$101,197.09
RETROPAY		$435.28
Regular	12072.50	$516,098.66
STANDBY	16.00	$499.94
Salary		$332,950.09
Severance		$9,415.20
VOLTMOFF		
OBBBA Qualifiec	107.00	$3,101.50
Totals:	16099.39	$1,097,548.42

Deductions	EE Amt	ER Amt
ACCINS	$1,061.36	
BASICLIFE		$2,519.36
CIE	$823.00	
CIS	$517.90	
Dental		$10,998.78
EQP	$1,029.04	
FPPA	$37,167.68	$34,070.54
FPPA457	$2,473.70	
FPPA457Roth	$1,300.00	
FPPADD		$12,279.54
FSA Medical	$3,537.54	
FSALIMITED	$460.02	
FSDEPCARE	$4,525.00	
HOSPINS	$1,271.54	
HSA	$2,736.64	
HSA ER Contribut		$4,825.00
HSA Pre Tax Fami	$21,727.20	
LTD		$2,295.26
MBHSA		$73,594.10
MCHSA	$10,138.56	$74,344.64
MOAP	$7,629.82	$43,235.38
MS401a	$150.00	
MS457B	$250.00	
MSROTH	$100.00	
NLLE	$332.80	
NLLP	$254.84	
PERA	$62,697.20	$110,068.25
PERA - ROTH	$1,578.76	
PERA401K	$3,635.52	
PERA401KROTH	$500.00	
PERA457	$2,878.44	
PERALFINS	$77.50	
STD		$2,919.85
VOLLFINSC	$73.60	
VOLLFINSE	$1,847.10	
VOLLFINSS	$502.22	
Vision		$1,895.54
Totals:	$171,276.98	$373,046.24

Taxes	Amt
FIT	$103,664.83
MEDI	$15,178.51
SIT:CO	$41,668.00
Totals:	$160,511.34
MEDI	$15,178.51
SUTA_SC:CO	
Colorado Suppor	
SUTA:CO	$1,896.69
ER Totals:	$17,075.20
All Totals:	$177,586.54

Net Pay	Amt
Direct Deposit	$763,269.00
Check	
Totals:	$763,269.00

Name	Total Paid
Total 24K Cleaning Services:	825.00
Total 4 RIVERS EQUIPMENT LLC:	138,325.00
Total ABS CONCRETE INC:	5,600.00
Total ACCESS/ADAMS DATA MANAGEMENT LLC:	414.33
Total ADAMSON POLICE PRODUCTS:	5,125.40
Total ALAN PLUMMER AND ASSOCIATES INC:	47,808.46
Total ALERT/SAM:	100.00
Total AMAZON CAPITAL SERVICES:	12,412.17
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total American Events:	975.00
Total AMERICAN WATER WORKS ASSOCIATION:	443.00
Total Amilia Technologies USA Inc:	484.50
Total A-ONE CHIPSEAL:	62,437.18
Total ARCO CONCRETE INC:	2,072.00
Total AUSMUS LAW FIRM PC:	2,400.00
Total B K TIRE INC:	2,028.25
Total BARCO MUNICIPAL PRODUCTS INC:	.00
Total Barco Products LLC:	887.94
Total BINFORD SUPPLY LLC:	34.00
Total Black Hills Energy:	4,047.84
Total BOBCAT OF THE ROCKIES:	250.50
Total BOHANNAN HUSTON INC:	1,565.00
Total BUCKEY INTERNATIONAL INC:	1,326.98
Total CELEGANS LABS INC:	13,877.12
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTRAL WELD COUNTY WATER DISTRICT-TREA:	159,436.47
Total CENTURY LINK:	571.40
Total CERTIFIED LABORATORIES:	1,808.45
Total CHASE PAYMENTNET:	110,455.89
Total CHECK-IT CODE CONSULTING LLC:	11,993.11
Total CHICAGO TITLE (TUFTS):	39.45
Total CIGNA HEALTH & LIFE INSURANCE CO:	208,874.77
Total CINTAS FIRST AID & SAFETY:	1,123.44
Total CIRSA:	453,647.48
Total COLORADO CIVIL GROUP INC:	43,837.14
Total COLORADO JUMPS DBA AIRBOUND:	4,812.50
Total CORE & MAIN LP:	9,753.72
Total CTD Trailers Direct LLC:	18,290.00
Total DataShield Corporation:	103.50

Name	Total Paid
Total Davey Resource Group Inc:	9,950.00
Total DBC IRRIGATION SUPPLY:	1,593.04
Total DELTA DENTAL OF COLORADO INC:	10,961.66
Total Ditch Witch:	144,916.93
Total DITESCO LLC:	15,477.80
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,097.44
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	47,698.53
Total ENVIROTECH SERVICES INC.:	10,176.09
Total ESRI:	28,339.73
Total Eugene Villines:	287.50
Total E-Z EXCAVATING INC:	5,765.00
Total FASTENAL COMPANY:	1,010.64
Total FEDEX:	36.96
Total FIRST AMERICAN TITLE CO:	19.17
Total FIRST INTEGRITY TITLE COMPANY:	27.85
Total FREDERICK - FIRESTONE FIRE PROTECTION:	46,743.50
Total FRONTIER BUSINESS PRODUCTS:	133.22
Total FUZION FIELD SERVICES LLC:	8,519.16
Total Gen Digital Inc:	596.45
Total GODDING DITCH COMPANY:	8,800.00
Total GRAINGER:	830.48
Total GRAVES CONSULTING LLC:	7,100.00
Total GREEN GIRL RECYCLING SERVICES:	474.00
Total HARDLINE EQUIPMENT LLC:	4,757.42
Total HD SUPPLY INC:	488.99
Total HERITAGE TITLE - TUFTS:	77.72
Total HUBCOM INC:	975.00
Total INTERNATIONAL ASSOC FOR PROPERTY & EVIDE:	6,500.00
Total INTERSTATE BATTERY OF THE ROCKIES:	273.90
Total INTERSTATE FORD:	92.40
Total IWORQ SYSTEMS INC:	5,500.00
Total JK Wash Enterprises LLC:	665.00
Total J-U-B Engineers Inc:	940.20
Total KG CLEAN INC:	11,500.56
Total KINSCO LLC:	850.00
Total KMML Consulting LLC:	6,652.60
Total Kronos SaaShr Inc:	2,734.82
Total LAND TITLE-DENVER-2:	73.27
Total LANGUAGELINE SOLUTIONS:	30.47

Name	Total Paid
Total LAST CHANCE DITCH COMPANY:	5,979.07
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	19,016.40
Total LEONARD RICE ENGINEERS INC:	13,021.25
Total LIFE SAFETY TECHNOLOGIES LLC:	188.00
Total LIFE STORIES:	300.00
Total LITTLE THOMPSON WATER DISTRICT:	277.30
Total MAC EQUIPMENT INC LONGMONT:	125.34
Total MAIN STREET MAT COMPANY INC:	1,144.14
Total MCGRANE WATER ENGINEERING LLC:	20,651.00
Total MDI TRUCKS OF NORTHERN COLORADO:	574.74
Total Mike Maroone Chevrolet GMC Longmont:	602.90
Total MoboTrex LLC:	3,860.40
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	3,470.50
Total MUTUAL OF OMAHA INSURANCE CO:	13,331.01
Total NEW COAL RIDGE DITCH COMPANY:	26,235.00
Total NEW IPT INC:	2,587.50
Total Next Phase Engineering LLC:	2,100.00
Total Norris Design Inc:	14,946.74
Total North Range Behavioral Health:	6,875.00
Total O.J. WATSON COMPANY INC:	1,736.81
Total Octane Forklifts Inc:	16,071.00
Total O'REILLY AUTO PARTS:	3,098.11
Total ORKIN PEST CONTROL INC:	625.30
Total PCN Strategies Inc:	1,187.41
Total PINNACOL ASSURANCE:	20,048.00
Total PIONEER ATHLETICS:	5,720.85
Total Potestio Brothers Equipment INC:	9,420.00
Total PT Hose & Bearing:	76.50
Total Public Works 1:	24,000.00
Total PUREWATER DYNAMICS INC:	1,238.08
Total PVS DX Inc:	50.00
Total QUADIENT LEASING USA INC:	1,000.00
Total QUICK-SET AUTO GLASS:	725.00
Total RAMEY ENVIRONMENTAL COMPLIANCE INC:	6,029.05
Total RED WING SHOE STORE:	942.47
Total REDEMPTION ROAD COFFEE:	800.00
Total RESOURCE CENTRAL:	9,032.00
Total RESTITUTION / COURT REFUNDS:	100.00
Total ROAD SAFE TRAFFIC SYSTEMS:	1,742.60

Name	Total Paid
Total RURAL DITCH COMPANY:	15,160.79
Total Sanctified Communications LLC:	115.87
Total Schedio Group LLC:	1,499.50
Total SHERWIN WILLIAMS CO:	69.45
Total Short-Elliott-Hendrickson Inc:	21,749.75
Total SPWRAP:	6,243.56
Total ST VRAIN SANITATION DISTRICT:	158.00
Total State of Colorado:	3,000.00
Total STEPHEN JONES:	1,500.00
Total STEVE BALCEROVICH:	5,000.00
Total STEWART TITLE (WSTMN):	49.65
Total Sun Valley Contractors LLC:	18,536.50
Total SYMBOL ARTS:	325.00
Total TIMBER LINE ELECTRIC & CONTROL CORP:	2,402.60
Total TOWN OF FREDERICK:	65,498.20
Total TRAFFIC SIGNAL CONTROLS INC:	160.00
Total TRAILER SOURCE-ERIE:	11,282.00
Total Trane US Inc:	7,133.00
Total Uline Inc.:	1,598.77
Total UME CUSTOM EMBROIDERY:	2,342.68
Total UNIVERSITY AUTO PARTS INC:	1,244.50
Total UTILITY NOTIFICATION CENTER OF COLORADO:	1,012.23
Total UTILITY REFUNDS -1:	3,137.03
Total VALLI INFORMATION SYSTEMS:	3,119.36
Total VANCE BROTHERS LLC:	11,050.00
Total VANGUARD REAL ESTATE SOLUTIONS LLC:	1,445.60
Total WAGNER WELDING SUPPLY CO.:	2.48
Total WCC ENTERPRISES INC:	900.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	2,020.50
Total WELD COUNTY INFORMATION TECHNOLOGY:	766.50
Total WESTWATER RESEARCH LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,607.83
Total WHITESIDE'S BOOTS & CLOTHING-3, GREELEY:	559.93
Total Widner Juran LLP:	7,654.95
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,567.04
Grand Totals:	2,169,934.35

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 12.a **Executive Session** **Meeting Date:** March 18, 2026 **Initiated By:** **Department:** Legal

AGENDA ITEM

An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and instruct negotiators regarding the Town's participation in the Northern Integrated Supply 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