



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

April 10, 2019
7:00 PM
151 Grant Avenue
Firestone, CO 80520

- 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**
 - 5.a.** Approval of March 27, 2019 BOT Regular Meeting Minutes
 - 5.b.** Approval of April 10, 2019 Payables
 - 5.c.** **Resolution 19-24**: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE OAK MEADOWS TOWNHOMES FINAL PLAT AND FINAL DEVELOPMENT PLAN
 - 5.d.** **Resolution 19-25**: A RESOLUTION APPROVING PURCHASING OF PLAYGROUND EQUIPMENT FOR ONORATO AND PATTERSON PARKS
 - 5.e.** **Resolution 19-26**: A RESOLUTION APPROVING A CONTRACT WITH GLOBAL EXPERIENCE SPECIALISTS (\$29,099.13)
 - 5.f.** **Resolution 19-29**: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP FINAL DEVELOPMENT PLAN
 - 5.g.** **Resolution 19-30**: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2 FINAL PLAT
 - 5.h.** **Resolution 19-32**: A RESOLUTION ADOPTING THE TOWN OF FIRESTONE CREDIT CARD POLICY
 - 5.i.** Memorandum of Understanding with Colorado Rangers

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment 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 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

5.j. Appointment of Town Treasurer

5.k. Approval of Agreement for Municipal Jail Services between Weld County and the Town of Firestone

5.l. Consideration of Town Manager Employment Agreement

6. Presentation

6.a. Police Department Promotions and Recognitions

6.b. Lobbyist - Update

7. Proclamation

7.a. Recognizing National Library Week 2019

8. Public Hearing

8.a. Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts, Town of Firestone, County of Weld, State of Colorado

8.b. **Resolution 19-27**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT

Resolution 19-31: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT

9. Discussion/Action

9.a. **Resolution 19-22**: A RESOLUTION APPROVING PURCHASING OF INSTALLATION SERVICES SCADA SOFTWARE FOR THE PUBLIC WORKS DEPARTMENT

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

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- 9.b. **Resolution 19-28**: A RESOLUTION APPROVING PURCHASING OF SAFETY EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS
- 9.c. **Resolution 19-33**: A RESOLUTION ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY
- 9.d. **Ordinance 951**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 6.14.020 AND SECTION 6.15.020 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO THE KEEPING OF CHICKENS AND POTBELLIED PIGS

9.e. 4th at Firestone - Fireworks Update

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

11. **Reports/Committee Updates**

11.a. Staff

11.b. Mayor

11.c. Trustees

12. **Executive Session**

12.a. **Executive Session** pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the Board of Trustees quarterly review of the Town Clerk

13. **Report from the Executive Session**

14. **Adjournment**

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TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
March 27, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on March 27, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:02 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson – Absent – Excused

Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp – Absent – Excused

Staff: **Present:** Katie Hansen, Director of Marketing & Communications; Paula Mehle, Director of Economic Development & FURA; Dave Lindsay, Engineer; Marty Ostholthoff, Planning Manager; Todd Bjerkaas, Director of Planning & Development; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Rusti Roberto, Deputy Town Clerk; Julie Pasillas, Director of Community Resources; Brad Grasmick, Town Water Attorney; Carolynne White, FURA/Interim Town Attorney; William Hayashi, Town Attorney & AJ Krieger, Town Manager

2. PLEDGE OF ALLEGIANCE

Pledge was conducted by Junior Girl Scout Troop #76095.

3. APPROVAL OF AGENDA

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve the Agendas. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Arlis Carlson – 5205 Sandy Ridge	Suncountry Mobile Home Park
Lorna Morton – 10471 Bountiful	Suncountry Mobile Home Park
Trent John – 10252 Echo Cir	

5. CONSENT AGENDA

Motion by Trustee Heath, **second** by Trustee Meiring, to approve the Consent Agenda.

Roll Call Vote: Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

6. PRESENTATION

Junior Girl Scout Troop #76095 – Bronze Award Project – Sponsorship of Dog Waste Station

7. EXECUTIVE SESSION

Open: 7:19 pm

Closed: 8:02 pm

a. An **Executive Session** for the purpose of determining positions relative to matters that may be subject to negotiations, and/or instructing negotiations under C.R.S. 24-6-402(4)(e)(I), regarding contract negotiations concerning the Town Manager finalist.

Motion by Trustee Conyac, second by Trustee Meiring, to adjourn into **Executive Sessions** for the reasons stated above.

Roll Call Vote: Trustee Heath – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

Staff asked to participate: William Hayashi, Town Attorney; Carolynn White, FURA/Interim Town Attorney

8. Report from Executive Session

None

9. **PUBLIC HEARING** Open: 8:07 pm Close 8:21 pm Public Comment – None

a. **Resolution 19-18:** A RESOLUTION APPROVING A FINAL PLAT FOR COTTONWOOD HOLLOW F5.

Motion by Trustee Jimenez, **second** by Trustee Conyac to approve **Resolution 19-18:** A RESOLUTION APPROVING A FINAL PLAT FOR COTTONWOOD HOLLOW F5. **Roll Call Vote:** Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

Public Comment –

Diane Miller – Miller & Assoc 1601 California St, Denver
Otto Aichinger- Mtg Consultants

b. Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts, Town of Firestone, County of Weld, State of Colorado

Motion by Meiring, **second** by Trustee Heath to continue the Public Hearing to Wednesday, April 10, 2019. **Roll Call Vote:** Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

10. **DISCUSSTION/ACTION ITEMS**

a. **Resolution 19-16:** A RESOLUTION APPROVING THE PURCHASE OF SERVICES AND EQUIPMENT AT 7500 PINE CONE AVE, PUBLIC WORKS FACILITY.

Motion by Trustee Meiring, **second** by Trustee Conyac to approve **Resolution 19-16:** A RESOLUTION APPROVING THE PURCHASE OF SERVICES AND EQUIPMENT AT 7500 PINE CONE AVE, PUBLIC WORKS FACILITY. **Roll Call Vote:** Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

b. **Ordinance 950:** AN ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE TOWN OF FIRESTONE A MUNICIPAL CORPORATION, AND PRESCRIBING THE TERMS FOR APPLICATION FOR AN ALLOCATION OF THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER TO SAID TOWN OF FIRESTONE BY NORTHERN COLORADO WATER CONSERVANCY DISTRICT

Motion by Trustee Conyac, **second** by Trustee Heath, to adopt **Ordinance 950:** AN

ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE TOWN OF FIRESTONE. **Roll Call Vote:** Trustee Meiring – yes, Trustee Heath – yes, Trustee Conyac – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

c. Appointment of Pat Conner to the Cultural Committee

Motion by Trustee Jimenez, **second** by Trustee Conyac, to appoint Pat Conner to the Cultural Committee. All in Favor, **Motion carried.**

d. Resolution 19-19: A RESOLUTION AUTHORIZING AND APPROVING TOWN'S PARTICIPATION IN THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM, AND AUTHORIZING THE EXECUTION FOR THE DELEGATION AND PARTICIPATION AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH.

Motion by Trustee Jimenez, **second** by Trustee Meiring, to approve **Resolution 19-19:** A RESOLUTION AUTHORIZING AND APPROVING TOWN'S PARTICIPATION IN THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM, AND AUTHORIZING THE EXECUTION FOR THE DELEGATION AND PARTICIPATION AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH. **Roll Call Vote:** Trustee Heath – no, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. **Motion carried** with a vote of 3-1.

e. Resolution 19-21: A RESOLUTION APPROVING A GENERAL CONTRACT FOR GOODS AND/OR SERVICES WITH CARBON VALLEY TREE AND LANDSCAPE IN CONNECTION WITH TREE TRIMMING AND REMOVAL SERVICES.

Motion by Trustee Meiring, **second** by Trustee Conyac, to approve **Resolution 19-21:** A RESOLUTION APPROVING A GENERAL CONTRACT FOR GOODS AND/OR SERVICES WITH CARBON VALLEY TREE AND LANDSCAPE IN CONNECTION WITH TREE TRIMMING AND REMOVAL SERVICES.

Roll Call Vote: Trustee Heath – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

f. Resolution 19-23: A RESOLUTION APPROVING PURCHASING OF EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

Motion by Trustee Meiring, **second** by Trustee Jimenez, to approve **Resolution 19-23:** A RESOLUTION APPROVING PURCHASING OF EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

Roll Call Vote: Trustee Heath – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

g. Discussion on Potential Water Authority – Trustee Jimenez nominated/accepted the appointment to the Water Authority. Resolution to come before the Board April 10, 2019

- 11. PUBLIC COMMENT *** (maximum time permitted for all Public Comment is 30 minutes)
Trent John – 10252 Echo Cir – Responses to email

12. REPORTS

- a. Staff
- b. Mayor
- c. Trustees – Annual Art Festival Oct 5, 2019 possibly hiring a firm to plan for Art for Firestone; Capitol Visit with all Trustees on March 12, 2019. Rotary Membership (rotating)
- d. Committee Updates

13. ADJOURNMENT

Motion by Trustee Conyac, **second** by Trustee Meiring, to adjourn meeting at 9:25 pm.
Motion passed, all in favor.

Introduced and Approved this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Payables Summary

Accounts Payable Report

April 10, 2019

of Invoices - 256

\$ 730,067.15

COMPANY NAME	DESCRIPTION	Pass-Through \$	Total Amt.
Total of Invoices under \$25,000.00		\$ 21,382.73	\$ 260,605.08
Anthem Blue Cross	April 2019 Health Insurance Premium		\$ 60,160.06
Central Weld County Water District	March 2019 Water Taps		\$ 88,200.00
Cirsa	2nd Qtr Property and Liability Insurance Premium		\$ 42,800.78
DBC Irrigation	Sprinkler Heads for Non-Potable Conversion		\$ 29,352.34
Global Experience Specialists	2019 ICSC Recon Expo Booth Services		\$ 29,099.18
Safe Built	February 2019 Building Services, Permits, Inspections		\$ 31,652.27
Safe Built	March 2019 Building Services, Permits, Inspections		\$ 42,606.44
Steelock General Fence Contractor	Public Works Fence Project: Pay APP #1		\$ 145,591.00
Steelock General Fence Contractor	Public Works Fence Project: Pay APP #1 (Retainage)		\$ (14,559.10)

Total Invoices, Current	\$ 21,382.73	\$ 730,067.15
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AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Factory Motor Parts	Credit on Account	\$ (37.05)
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Total (to match Board AP Detail Reports)		\$ 730,030.10
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For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

Vendor

Amount

Total ACE HARDWARE OF FIRESTONE:	657.86
Total ADAMSON POLICE PRODUCTS:	1,401.82
Total AIMS JUNIOR COLLEGE DISTRICT:	39.12
Total AIRE-MASTER OF NORTH DENVER:	39.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	60,160.06
Total APEX SHREDDING, INC.:	80.00
Total APPLIED COATINGS TECH., INC:	440.00
Total Arrakeen Resource LTD CO:	4,255.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total A-Z SAFETY SUPPLY:	8,510.00
Total B K TIRE, INC:	220.32
Total BECKER SAFETY AND SUPPLY:	16,937.05
Total CARBON VALLEY FLORIST LLC:	148.49
Total CARBON VALLEY RECREATION DISTRICT-FURA:	4,638.26
Total CENTRAL COLORADO WATER CONSV DSTR (FURA):	6.39
Total CENTRAL COLORADO WATER SUBDISTRICT (FURA):	11.37
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.65
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	88,200.00
Total CINTAS FIRST AID & SAFETY:	252.39
Total CIRSA:	42,800.78
Total CLEAR WATER SOLUTIONS, INC:	95.00
Total COLORADO CIVIL GROUP INC.:	49,055.00
Total COLORADO DEPT OF REVENUE (MTR VEH):	255.00
Total COLORADO MATERIALS, INC:	485.52
Total COLORADO STATE TREASURER:	3,912.70
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	49.47
Total Cottonwood Hollow Residential Metro Dist:	214.35
Total DBC IRRIGATION SUPPLY:	29,920.48
Total DELTA DENTAL OF COLORADO, INC:	3,715.00
Total E&G Terminal, Inc:	395.09
Total ELDORADO ARTESIAN SPRINGS, INC.:	170.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	344.74
Total EMPLOYERS COUNCIL SERVICES, INC:	1,657.50
Total ENVIROTECH SERVICES, INC.:	8,383.51
Total Escrow Deposit Refunds:	6,052.95
Total EWING AUTO PARTS, INC.:	126.99-
Total FACTORY MOTOR PARTS CO.:	20.39
Total FREDERICK-FIRESTONE FIRE-FURA:	11,718.00

Vendor	Amount
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	122.00
Total FRONTIER BUSINESS PRODUCTS:	1,001.99
Total GLOBAL EXPERIENCE SPECIALISTS INC:	29,099.18
Total GRAVES CONSULTING LLC:	4,750.00
Total GREEN GIRL RECYCLING SERVICES:	202.00
Total High Plains Library District - FURA:	3,354.49
Total HIGHWAY 119 METRO DISTRICT #2:	708.37
Total INTERSTATE BATTERY OF THE ROCKIES:	245.90
Total INTERSTATE FORD:	1,786.90
Total INTERWEST SAFETY SUPPLY, INC.:	190.39
Total JOHNSON AUTO PLAZA:	56.08
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN, INC:	1,706.50
Total KINSCO, LLC:	302.45
Total L. L. JOHNSON DISTRIBUTING CO.:	225.68
Total LARRY'S MOBILE WELDING INC:	500.00
Total LEONARD RICE ENGINEERS, INC:	27,066.25
Total LONGMONT TROPHY & ENGRAVING:	187.40
Total MATCO TOOLS:	441.85
Total MCI:	51.50
Total MISC VENDOR:	350.00
Total MUTUAL OF OMAHA INSURANCE CO:	5,173.84
Total NATIONAL TACTICAL OFFICERS ASSOCIATION:	457.00
Total NEIGHBORS POINT METRO DISTRICT:	41.30
Total Northern Colorado Water Cons. Dist.-FURA:	1,031.52
Total NP125 Metropolitan District - FURA:	19,501.22
Total OFFICE DEPOT INC:	508.00
Total O'REILLY AUTO PARTS:	324.57
Total ORKIN PEST CONTROL, INC:	120.62
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total RESTITUTION / COURT REFUNDS:	1,252.17
Total SAFE BUILT COLORADO INC:	74,258.71
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	13,832.51
Total St. Vrain & Left Hand Water Conservancy:	18.12
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	7,499.91
Total St. Vrain Sanitation District - FURA:	530.23
Total STEELock GENERAL FENCE CONTRACTOR:	131,031.90
Total STEVE BALCEROVICH:	1,250.00

Vendor	Amount
Total SYMBOL ARTS:	525.00
Total THE SPRINGS METROPOLITAN DISTRICT:	145.08
Total THE SPRINGS SOUTH METROPOLITAN DISTRICT:	87.88
Total THK ASSOCIATES, INC.:	11,319.48
Total THOMSON REUTERS-WEST:	147.00
Total TIMBERLAN, INC:	17,962.25
Total TRACTOR SUPPLY COMPANY:	103.89
Total TRANSWEST TRUCK TRAILER RV:	42.68
Total UME CUSTOM EMBROIDERY:	44.73
Total UNITED POWER:	2,348.73
Total VALLI INFORMATION SYSTEMS:	4,455.76
Total VERIZON WIRELESS:	4,626.74
Total VISION SERVICE PLAN - VSP:	605.27
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	7,755.98
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	306.90
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,679.16
Total :	730,030.10
Grand Totals:	730,030.10

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By:

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-24: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE OAK MEADOWS TOWNHOMES FINAL PLAT AND FINAL DEVELOPMENT PLAN

SUMMARY

Staff has received a second request from the representative of the Oak Meadows Townhomes to extend the recording deadline for the Final Plat and Final Development Plan (FDP) to July 24, 2019. A resolution approving the extension is attached for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The plat and FDP application was approved by Resolution No. 18-37 by the Board of Trustees at the September 26, 2018 regular meeting. Per the Town's Development Regulations, the plat, FDP, and associated final documents must be recorded within 120 days, or by January 24, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution extending the recording deadline for the application to July 24, 2019.

ALTERNATIVES

The Board of Trustees could choose to not approve the extension or to change the date of the requested extension.

ATTACHMENTS

1. Reso No. 19-24 Oak Meadows Townhomes Extension Request
2. Extension Request 20190405

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 19-24

A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE OAK MEADOWS TOWNHOMES FINAL PLAT AND FINAL DEVELOPMENT PLAN

WHEREAS, on September 26, 2018, the Board of Trustees for the Town of Firestone adopted Resolution No. 18-37 approving with conditions a Final Plat and Final Development Plan for Oak Meadows Townhomes; and

WHEREAS, Section 10.30 of the Firestone Development Regulations provides that, subsequent to any Town Board approval, the applicant shall submit the final documents for recording by the Town Clerk and if the final documents are not recorded within 120 days of the date of Town Board approval, approval of the documents shall lapse and the applicant shall be required to submit a new application to be processed pursuant to the same procedures and requirements specified for the initial application; and

WHEREAS, currently, final documents relating to the above-referenced final development plan are required to be recorded by January 24, 2019; and

WHEREAS, the applicant has requested a second extension to the previous recording deadline of April 24, 2019 in order to allow them to prepare and finalize the documents necessary for completion and recordation; and

WHEREAS, the Board of Trustees further finds the requirement set forth in Section 10.30 of the Development Regulations is administrative in nature and exists for the benefit of the Town, in order to ensure timely perfection of Town approvals, and that if the Board finds it to be in the best interest of the Town to extend such deadline it may do so; and

WHEREAS, the Town Board concludes it is in the best interest of the Town to extend the time period for recording final documents for the Oak Meadows Townhomes application.

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

Section 1. The Board of Trustees of the Town of Firestone hereby extends until July 24, 2019 the recording deadline for the final documents for the Oak Meadows Townhomes application.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



TFG Design, LLC
138 E 4th Street, STE 1
Loveland, Colorado 80537

Friday April 5, 2019

Tracy Case, Senior Planner
Town of Firestone – Planning & Development
8308 Colorado Blvd, Suite 200
Town of Firestone, CO 80504

RE: Oak Meadows Townhomes – Recordation Extension Request

Dear Ms. Case,

On behalf of our client Joe Tarantino, we are requesting a 90-day extension of the April 24, 2019 final mylar recording deadline for the Oak Meadows Townhomes. The requested deadline for recordation of this project would be July 24, 2019. As we are very close to finalizing the required items, we need additional time to coordinate the final documents.

Should you have any questions about this request please feel free contact me.

Sincerely,
The FronTerra Group

David L. Kasprzak, PLA + LEED AP

cc: Joe Tarantino
Martin Ostholthoff

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-25: A RESOLUTION APPROVING PURCHASING OF PLAYGROUND EQUIPMENT FOR ONORATO AND PATTERSON PARKS

SUMMARY

Resolution 19-25 is for the purchase of playground equipment, that will be installed in Onorato and Patterson Parks.

HISTORY AND PREVIOUS BOARD ACTION

In the 2018 CIP Budget, Onorato and Patterson Parks playground equipment were identified equipment that needed to be replaced as result of monthly inspections by staff and the annual CIRSA inspection. This equipment was not ordered in 2018 and requested amounts were added to the 2019 CIP. The Parks, Trails and Recreation Advisory Board approved both playground designs in 2018.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-22 a resolution approving the purchase of playground equipment for Onorato and Patterson Parks.

ALTERNATIVES

The Board may choose not to approve the resolution and provide Staff with additional direction.

ATTACHMENTS

1. Resolution 19-25 CRD for Purchase of Playground Equipment at Onorato and Patterson Parks
2. ONORATO PARK OPTION 1 3D RENDERING
3. PATTERSON PARK REVISED COLORS 3D RENDERING
4. ONORATO PARK OPTION 1 3D RENDERING (resize)
5. PATTERSON PARK REVISED COLORS 3D RENDERING (resize)

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$91,500.00 for the purchase of playground equipment. \$85,000 was budgeted for in the 2019 Parks CIP. CRD staff has discussed with the Finance Department the \$6,500.00 overage which will be include this in a supplemental appropriation to the 2019 budget later this year.

RESOLUTION NO. 19-25

A RESOLUTION APPROVING PURCHASING OF PLAYGROUND EQUIPMENT FOR ONORATO AND PATTERSON PARKS

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (the “Town”) include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, the Board of Trustees desires to purchase playground equipment for Onorato and Patterson Parks for Community Resources Department (“CRD”) the purpose of providing equipment for the Town related to Parks; and

WHEREAS, CRD will purchase the equipment identified below for an amount not to exceed \$91,500.00; and

WHEREAS, the Town will pay the following amounts for the identified item:

- Onorato Parks Playground Equipment for \$41,000.00
- Patterson Park Playground Equipment for \$50,500.00

WHEREAS, the Board of Trustees finds that the purchase of the equipment as described herein is in the best interest of the Town and its citizens, and the Board of Trustees desires to authorize the purchases.

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

Section 1. The Board of Trustees hereby approves the proposed purchase of playground equipment for CRD as stated in this Resolution.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

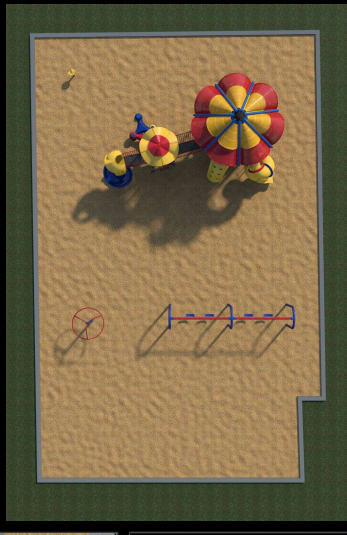
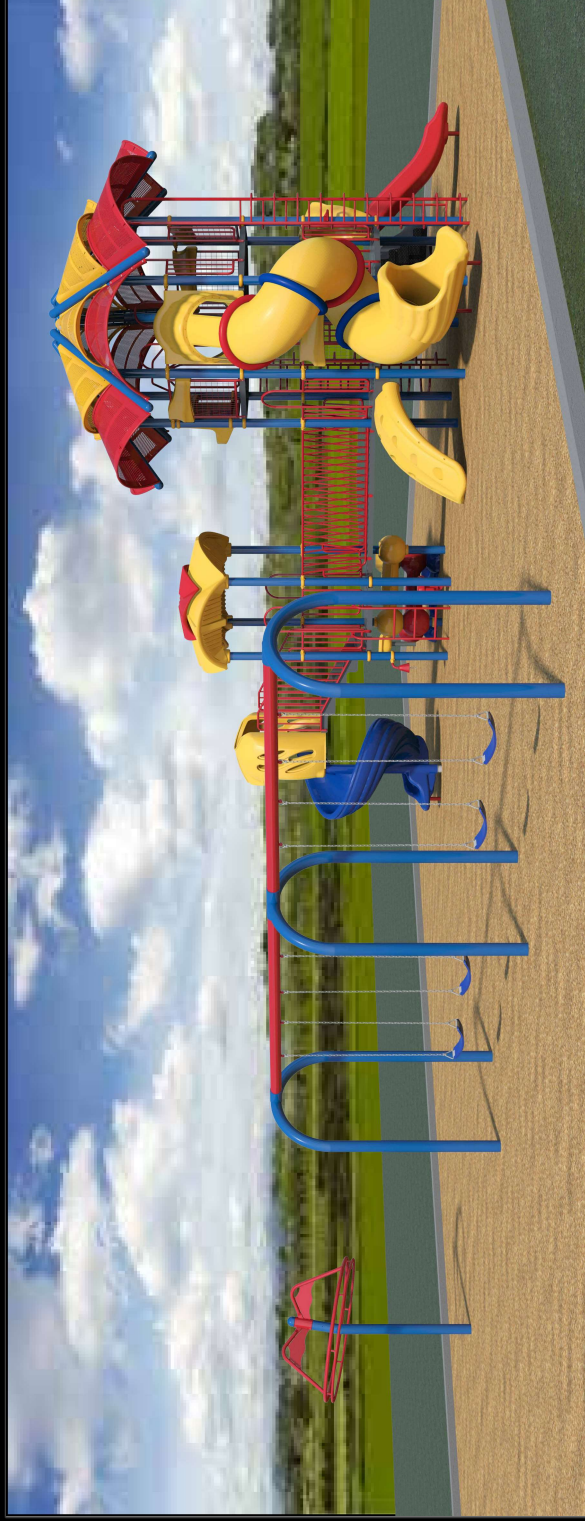
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



For Kids
AGES
5-12
YEARS

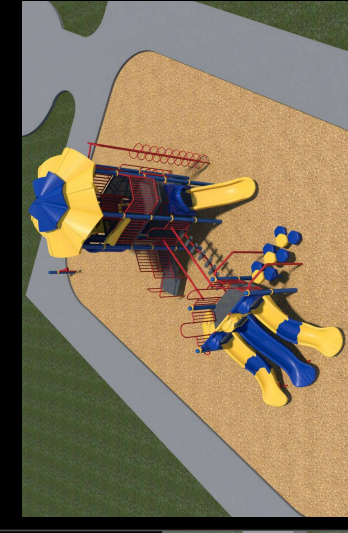
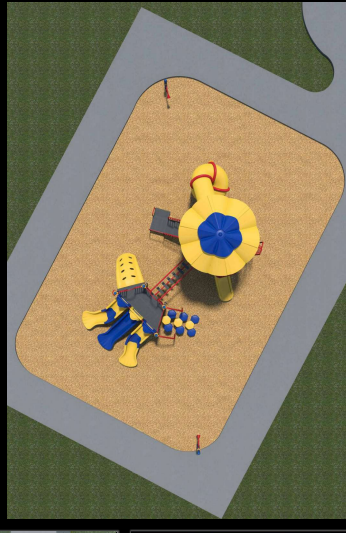
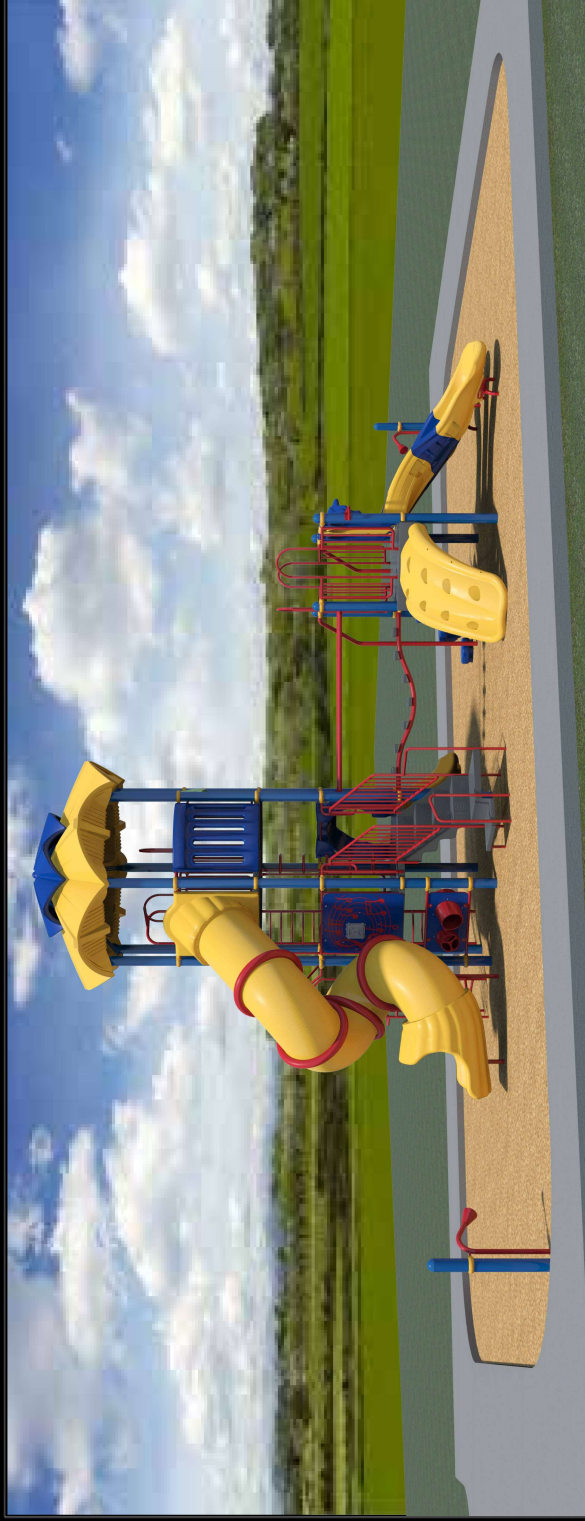


ONORATO PARK PLAYGROUND: OPTION 1 TOWN OF FIRESTONE, COLORADO

 **Churchich Recreation, LLC**
PO Box 1174 • Niwot, CO 80544
Toll Free (800) 729-7297 • Office (303) 530-4411 • Fax (303) 530-7239
Web Site: www.churchichrecreation.net • Email: sales@churchichrecreation.net



For Kids
AGES
5-12
YEARS



PATTERSON PARK PLAYGROUND OPTION 1 - REVISED TOWN OF FIRESTONE, COLORADO

 **Churchich Recreation, LLC**
PO Box 1174 • Niwot, CO 80544
Toll Free (800) 729-7297 • Office (303) 530-4411 • Fax (303) 530-7239
Web Site: www.churchichrecreation.net • Email: sales@churchichrecreation.net

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By: Paula Mehle

Dept: Town Manager

AGENDA TITLE

Resolution 19-26: A RESOLUTION APPROVING A CONTRACT WITH GLOBAL EXPERIENCE SPECIALISTS (\$29,099.13)

SUMMARY

Town staff will host meetings with retailers, brokers, and developers at the International Council of Shopping Centers (ICSC) annual retail convention (RECON) in Las Vegas, Nevada at the Las Vegas Convention Center May 19-22, 2019 in an effort to attract additional retailers and retail development to the Town. These meetings will take place at a booth leased by the Town. Staff is requesting approval for rental of booth improvements and furnishings.

Global Experience Specialists is the contracted material provider for the Las Vegas Convention Center.

HISTORY AND PREVIOUS BOARD ACTION

This is the first time the Town has had booth space at the ICSC RECON event.

RECOMMENDATION

Staff recommends the authorization of a contract with Global Experience Specialists.

ALTERNATIVES

The Board of Trustees may provide staff with further direction.

ATTACHMENTS

1. 5e - Reso 19-26 Contract with GES
2. Town of Firestone_Proposal_3.18.19

FINANCIAL CONSIDERATIONS

The services and materials provided by Global Experience Specialists for ICSC RECON would be an amount not-to-exceed \$29,099.13.

RESOLUTION 19-26

A RESOLUTION APPROVING CONTRACT WITH GLOBAL EXPERIENCE SPECIALISTS

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (the “Town”) include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, the Board of Trustees desires to with Global Experience Specialists (GES) for the purpose of providing services for the Town related to a promotion booth at the International Council of Shopping Centers annual retail convention; and

WHEREAS, GES will provide the services, graphics, structure and furnishings for an amount not to exceed \$29,099.13; and

WHEREAS, the Board of Trustees finds that the contract of the services, graphics, structure and furnishings is in the best interest of the Town and its citizens, and the Board of Trustees desires to authorize the contract.

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

Section 1. The Board of Trustees hereby approves the proposed services contract with Global Experience Services as stated in this Resolution.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



Project Number : 911306595
Terms : IMMED

Exhibits & Events Contract

TOWN OF FIRESTONE

PAULA MEHLE
151 GRANT AVE 151 GRANT AVENUE
FIRESTONE CO 80520-9000
UNITED STATES

Account Number : 192313
Facility/Event City : LVCC/110-LAS VEGAS
Show Dates : MAY-20-2019 thru MAY-22-2019
Show Name/Occr ID: ICSC RECON
Booth#/Booth Size : S369S/15 x 20

Customer Contact

Contact Name: PAULA MEHLE

Phone: +13035316265
Mobile:
Fax :
Email : pmehle@firestoneco.gov

Signed Contract & Payment Due By		Total Quotation
Incentive Price	MAR-28-2019	\$29,099.18
Standard Price	APR-04-2019	\$32,736.58
Last Price	APR-11-2019	\$36,373.98

The pricing indicated in this Agreement is based upon meeting the deadlines established in the Schedule of Activities. Failure to meet the scheduled dates, providing information in improper format, or providing incomplete graphic art in improper formats, may result in overtime charges or rush fees. In order to take advantage of the Total Quotation - Incentive Price, this contract must be signed and returned to Global Experience Specialists, Inc. (GES) with the payment indicated by close of business on the noted Sign by Date. A failure to meet the Total Quotation - Last Price Sign by Date set forth above may result in cancellation of this Agreement at Global Experience Specialists, Inc. (GES)' sole and absolute discretion.

GES Contact Information

Account Executive: DEBORAH WIGGS

Phone: (636) 441-6709
Mobile: (773) 457-4846
Fax : (702) 657-7395
Email : dwiggs@ges.com

Account Manager: AMY PELLEENZ

Phone: (702) 515-5652
Mobile: (702) 591-6873
Fax : (702) 263-5402
Email : apellenz@ges.com

SCHEDULE OF ACTIVITIES

Documentation and Requirement Deadlines

Signed Agreement Due to GES	28-MAR-2019
All Graphic Art Info Complete	02-APR-2019

Notable Dates

Show Open	20-MAY-2019
Show Close	22-MAY-2019
Target Move-In	14-MAY-2019
Target Move-Out	24-MAY-2019

Global Experience Specialists, Inc. (GES) is pleased to provide the following services:

Price in (U.S. \$)

EXHIBIT

- 1 Entrance Arch, Rental \$ 5,638.24
Global Experience Specialists, Inc. (GES) will provide the following GEM System rental items:

Front arch, as designed for 15x20 booth space, rental
all metal is stock silver GEM, all inserts are white tuff coat
(2) .5M wide x .75M deep x 10'h, w/2.5M x .75M deep x 4'h header above
all sides of columns, and the back, sides and underneath of header clad w/white pvc
header front has graphic overlay (see callout)
- 1 Storage Room and Counter, Rental \$ 4,282.70
Global Experience Specialists, Inc. (GES) will provide the following GEM System rental items:

Booth walls and counter, as designed for 15x20 booth space, rental
all metal is stock silver GEM, exposed side inserts white sintra, door
and other walls white tuff coat

(1) 3M x 1.5M x 10'h storage room w/locking door
(1) 3M x 10'h wall, w/.5M return to create 3M x 3M conference room (nests w/show walls)
conference room has open doorway
includes graphic overlays on fronts of all GEM walls (not on sides with exposed white sintra)
includes white sintra overlay on back of show wall return
left side show walls will also have overlays (see graphics callout)

includes 1M x .5M x 40"h standard counter
will have graphic overlay on front, sides clad w/blank white pvc
silver metal, white inserts, 3/4" white Melamine countertop
includes underneath storage w/lockable sliding doors
- 1 Graphics Crate, Purchase \$ 1,303.51 (T)
Global Experience Specialists, Inc. (GES) is to provide the following:

Large crate for graphics, purchase
(1) approx. 104" x 49" x 10"h
1/2" plywood bottom w/ double runners
2x8" lumber sides
1x4 framing with 3/8" plywood screw top lid
includes foam sheeting for slip sheeting graphics
client name stenciled on crate

Customer is responsible for any damage or modification to rental properties or any other equipment provided by GES, except damage resulting from normal wear and tear.

EXHIBIT: \$ 11,224.45

GRAPHICS

***Refer to the GES Digital File Submission Guide link located at www.ges.com/gallery for proper formats.**

- | | |
|--|---------------------|
| 1 Arch Header Graphics | \$ 647.28 (T) |
| (1) approx. 99-3/4" x 48"h (front only) | |
| DTS Print on 1/4" (6mm) thick white PVC board. | |
| Includes Velcro for attachment | |
|
1 GEM Wall Overlay Graphics |
\$ 2,076.10 (T) |
| (1) approx. 61" x 120"h (includes trimmed area for door) | |
| (1) approx. 39" x 26"h (meeting room open doorway overhead header) | |
| (1) approx. 81" x 120"h (meeting room walls to left of doorway) | |
| DTS Print on 1/8" (3mm) thick white PVC board. | |
| Includes Velcro for attachment | |
| * 10' graphics panels trimmed to 8' + 2' for storage in graphics grate | |
|
1 Show Wall Overlay Graphics |
\$ 1,665.12 (T) |
| (1) approx. 119" x 120"h (back left wall overlays) | |
| (1) approx. 24" x 120"h (front of 2' return wall) | |
| DTS Print on 1/8" (3mm) thick white PVC board. | |
| Includes Velcro for attachment (hook only, for fabric walls) | |
| * 10' graphics panels trimmed to 8' + 2' for storage in graphics grate | |
|
1 Counter Overlay Graphics |
\$ 228.52 (T) |
| (1) approx. 40" x 40"h (counter front) | |
| DTS Print on 1/8" (3mm) thick white PVC board. | |
| Includes Velcro for attachment | |

All Graphic sizes are approximate and must be verified with Detail Drawings.
All Mural style overlays will have visible seams with splits determined by production.

NOTES:

Graphics will be produced from client provided, production ready artwork. The cost does not include any file manipulation to modify the artwork to production ready format. If file manipulation is necessary, the cost for this service will be billed at an additional cost. With 72 hours notice or less the hourly rate will be billed at premium cost.

Graphics services are any logo and/or art re-production will be invoiced based on the hourly rate of \$125.00, with 1-hour minimum charge required. Any partial hour of work will be charged at the hourly rate. The quotation below is an estimate and Customer will pay for the actual time incurred, including any applicable overtime charges or rush fees in the event that the graphic art and/or information are incomplete and/or are in an incorrect format. If graphic art and information are not received at or before the stated date in the "Schedule of Activities" contained within this contract, additional overtime charges or rush fees will be applicable.

GRAPHICS: \$ 4,617.02

All graphics pricing and discounts are based upon client supplying final copy and/or production ready files and approving GES provided proofs no later than the Discount Graphics deadline (30 calendar days prior to the first GES move-in date). Orders finalized after the Discount Graphics deadline will be charged at a rate of 100% greater than the standard rate listed above.

EXHIBIT PREPARATION & TRANSPORTATION SERVICES

Exhibit Transportation

Inner City Freight

\$ 558.00

Round trip transportation services of the rental properties from: GES Las Vegas to: Las Vegas Convention Center and back at the close of the show via a GES production truck.

Provide transportation to and from Show site of GES rental equipment only, unless otherwise specifically provided hereunder. Transportation fees are for the service only, there is no insurance provided by GES.

Exhibit Pull, Prep & Pack

Receive & Inspect

\$ 421.05

- Stage properties upon receipt
- Count of properties returning (check against freight bill)
- External visual check
- Open crates, check for damage and take piece count (through inspection)
- Graphics pulled and unpackaged for inspection
- Claim or damage procedure followed if required
- Repack properties into proper cases
- Label and seal crates
- Check size and weight

(1) Graphics Crate

Labor charges to pull, prepare, pack and ship properties noted in Description of Services. At close of show, receive the same and place into inventory.

EXHIBIT PREP & TRANSPORTATION:

\$ 979.05

CARPETING

300 SQFT CARPET, PLUSH ECO 26 OZ, NAVY

\$ 655.65

300 SQFT CARPET PADDING

\$ 227.85

CARPETING:

\$ 883.50

ELECTRICAL

1 ELECTRICAL

\$ 513.00

(1) 500 watt outlet at reception counter for client use
Labor to install and remove power

This quotation is an estimate only and electrical labor will be invoiced on a time and material ("T/M") basis.

ELECTRICAL:

\$ 513.00

INSTALLATION AND DISMANTLING ("I&D")

Labor to install and dismantle the Exhibit will be invoiced to a Customer on a Time and Material ("T/M") basis. The quotation below is a minimum estimate and Customer will pay for actual hours and materials used.

Straight-Time: M-F (8:00am-4:30pm)

Over-Time: All other hours

Double-Time: Where Applicable

Install Estimate

Install ST: 40 hrs \$ 4,520.00

Install OT: 1 hrs \$ 187.00

Wednesday, 5/15, 8:00 am, 1 worker @ 4 hrs

Thursday, 5/16, 8:00 am, 3 workers @ 8 hrs each

Friday, 5/17, 8:00 am, 3 workers @ 4 hrs each

Monday, 5/20, 7:00 am, 1 worker @ 1 hr

Dismantle Estimate

Dismantle ST: 9 hrs \$ 1,017.00

Dismantle OT: 9 hrs \$ 1,683.00

Wednesday, 5/23, 2:00 pm, 3 workers @ 6 hrs each

- 1 SHOW SITE MATERIALS \$ 135.00 (T)
Materials needed to install, clean and pack exhibit

INSTALLATION AND DISMANTLING: \$ 7,542.00

JANITORIAL/CLEANING

- 2 VACUUM, DAILY-EACH DAY OF SHOW \$ 233.28
Booth vacuuming and emptying of wastebaskets
provided by the association prior to the first day of show open only
the remainder of the show, 2 nights, at exhibitor expense

JANITORIAL/CLEANING: \$ 233.28

SPECIALTY FURNITURE

- 1 CUSTOM FURNISHINGS (E&E) \$ 1,671.30
(1) 5' Conference Table, White, 60"L 48"D 29"H
(1) 36" Round Cafe Table, 29"H
(10) Razor Side Chairs, White
(1) Marina Barstool, White Vinyl, 21"L 17.5"D 41.5"H

SPECIALTY FURNITURE: \$ 1,671.30

OTHER SERVICES

- 1 STORAGE \$ 936.00
Storage of graphics crate from ICSC RECon 2019 to ICSC RECon 2020

OTHER SERVICES: \$ 936.00

Subtotal: \$ 28,599.60

PSP: \$.00

Tax: \$ 499.58

Total: \$ 29,099.18

Any taxes, government charges or fees which Global Experience Specialists, Inc. (GES) may be required to pay or collect under any law upon or with respect to the Services provided under this Agreement are the sole responsibility of the Customer and shall be remitted by Customer to Global Experience Specialists, Inc. (GES) upon payment, invoicing or demand (except taxes based or assessed on Global Experience Specialists, Inc. (GES)' net income).

IMPORTANT: Any services not included above are to be ordered by Customer directly with the forms provided in the exhibitor show kit.

Price on services is based upon the venue. Global Experience Specialists, Inc. (GES) estimates are provided for budgeting purposes only, and Customer remains responsible for the full payment of actual costs incurred by Customer for services rendered by Global Experience Specialists, Inc. (GES) or its subcontractors.

GENERAL TERMS AND CONDITIONS

THE GENERAL TERMS AND CONDITIONS UNDER WHICH GLOBAL EXPERIENCE SPECIALISTS, INC. ("GES") PROVIDES SERVICES TO YOU, OUR VALUED CUSTOMER ("CUSTOMER"), UNDER THIS AGREEMENT ARE AVAILABLE AT <http://www.ges.com/home/EETermsyear.aspx> AND MAY BE DOWNLOADED AND PRINTED FOR YOUR FILES. IF YOU DO NOT HAVE INTERNET CAPABILITY, A COPY MAY BE OBTAINED BY CONTACTING YOUR GES ACCOUNT MANAGER.

It is Global Experience Specialists, Inc. (GES) business practice to comply with all applicable government laws and regulations when dealing with its' vendors, suppliers and clients, including accurate and timely reporting on all financial matters. Global Experience Specialists, Inc. (GES) maintains a corporate code of ethics program referred to as Always Honest to promote honest and ethical behavior on the part of all Global Experience Specialists, Inc. (GES) employees. Any potential conflict or violation of our standards for governance and behavior should be reported to the Global Experience Specialists, Inc. (GES) Always Honest hotline number 1-800-443-4113.

All cancellations must be in writing.

Global Experience Specialists, Inc. (GES)

Customer

Signed by : _____
Print Name : _____
Title : _____
Sign Date : _____

Signed by : _____
Print Name : _____
Title : _____
Sign Date : _____
PO Number : _____

PAYMENTS:

Payment Term : IMMED

Full Amount Paid when Sales Order is requested

Payment Method :

We accept payment via Visa, Mastercard, American Express, company check or wire transfer. Please indicate your method of payment:
☐ Credit Card ☐ Wire Transfer ☐ Company Check

Check Payments: All checks received by Global Experience Specialists, Inc. (GES) are converted into Image Replacement Documents and deposited electronically. This allows you to get a scanned copy of your original check returned with your monthly bank statement. All check payments should be sent to Global Experience Specialists, Bank of America, P.O Box 96174, Chicago, IL 60693. Clients will be charged a \$50.00 fee for returned checks.

Wire Instructions: Global Experience Specialists, Inc. (GES) accepts payments via wire transfer as follows: Beneficiary is Global Experience Specialists, Inc. (GES), c/o Bank of America, 100 W 33rd St., New York, NY 10001 USA, Account # 7188101819, Wire ABA Routing # 026009593; ACH ABA Routing # 071000039, SWIFT address is BOFAUS3N. To accurately credit your account, please instruct your bank to provide the following information: Your Company Name, the Invoice Number or Sales Order that you are paying, along with the Customer Name on the invoice if it differs from originators. Clients are responsible for any fees associated with a wire transfer.

Credit Card Payments: Global Experience Specialists, Inc. (GES) accepts American Express, Visa and Mastercard. Global Experience Specialists, Inc. (GES) will charge a convenience fee for each request to reprocess payment to an alternate credit card different than the one used to process your initial payment in accordance with Global Experience Specialists, Inc. (GES) payment policy. The convenience fee will be quoted at the time your request is made to reprocess the payment. The convenience fee will be added to your account balance and settled utilizing the new credit card provided.



CREDIT CARD AUTHORIZATION FORM

We require your credit card charge authorization to be on file with Global Experience Specialists, Inc. (GES) even if you are paying by check or bank wire transfer.

Company Name _____

Billing Address _____

City _____ State _____ Zip _____

Telephone Number _____

Cardholder's Name _____

Cardholder's Billing Address _____

City _____ State _____ Zip _____

Telephone Number _____

Cardholder's Email _____

Credit Card Type ☐ American Express ☐ Visa ☐ Mastercard

Credit Card Number

Expiration Date /

Customer Number _____

Job/Project or Invoice Number _____

Total Amount to be charged _____

Does your Credit Card have a daily limit? YES ☐ NO ☐ If Yes, Amount : _____

Can this Credit Card be Used for All Services (Including Direct Orders and Material Handling)?

YES ☐ NO ☐

*** Important:** In the event card authorization is rejected, the cardholder will be responsible for all charges, and Global Experience Specialists, Inc. (GES) reserves the right to terminate delivery of item and/or service pending a settlement. If additional charges are incurred including but not limited to applicable sales tax, these additional charges will be applied against the cardholder's account. In the event an extension of credit is granted to the cardholder's company, Global Experience Specialists, Inc. (GES) reserves the right to apply outstanding amounts not paid within invoice terms against the cardholder's account.

Cardholder's Signature _____

Date _____

Revised 01/2013

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By:

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-29: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP FINAL DEVELOPMENT PLAN

SUMMARY

Staff has received a request from the representative of the American Furniture Warehouse 81 Truck Shop to extend the recording deadline for the Final Development Plan (FDP) to June 7, 2019. A resolution approving this extension is attached for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The FDP application was approved by Resolution No. 18-41 by the Board of Trustees at the October 10, 2018 regular meeting. Per the Town's Development Regulations, the FDP and associated final documents must be recorded with 120 days, or by February 7, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution extending the recording deadline for the application to June 7, 2019.

ALTERNATIVES

The Board of Trustees could choose to not approve the extension or to change the date of the requested extension.

ATTACHMENTS

1. Reso No 19-29 AFW Extension Request
2. Recording Extension

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 19-29

A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP FINAL DEVELOPMENT PLAN

WHEREAS, on October 10, 2018, the Board of Trustees for the Town of Firestone adopted Resolution No. 18-41 approving with conditions a Final Development Plan for American Furniture Warehouse 81 Truck Shop; and

WHEREAS, Section 10.30 of the Firestone Development Regulations provides that, subsequent to any Town Board approval, the applicant shall submit the final documents for recording by the Town Clerk and if the final documents are not recorded within 120 days of the date of Town Board approval, approval of the documents shall lapse and the applicant shall be required to submit a new application to be processed pursuant to the same procedures and requirements specified for the initial application; and

WHEREAS, currently, final documents relating to the above-referenced final development plan are required to be recorded by February 7, 2019; and

WHEREAS, the applicant has submitted to the Senior Planner a request to extend the recording deadline in order to allow them to prepare and finalize the documents necessary for completion and recordation; and

WHEREAS, the Board of Trustees further finds the requirement set forth in Section 10.30 of the Development Regulations is administrative in nature and exists for the benefit of the Town, in order to ensure timely perfection of Town approvals, and that if the Board finds it to be in the best interest of the Town to extend such deadline it may do so; and

WHEREAS, the Town Board concludes it is in the best interest of the Town to extend the time period for recording final documents for the American Furniture Warehouse 81 Truck Shop application.

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

Section 1. The Board of Trustees of the Town of Firestone hereby extends until June 7, 2019 the recording deadline for the final documents for the American Furniture Warehouse 81 Truck Shop application.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



LETTER

March 28, 2019

Town of Firestone
Planning & Development
8308 Colorado Blvd. Suite 200,
Firestone, CO 80504

ATTN: Tracy Case - Senior Planner

RE: Recording Deadline for American Furniture Warehouse – Truck Shop

Dear Tracy,

The recording deadline for the AFW – Truck Shop was supposed to happen by February 7th, 2019. That date has come and gone. Studio K2 Architecture has still not received final approval from your department. We are requesting a 120 day extension for the recording of Project No.: 0668.0232.01, the American Furniture Warehouse – Truck Shop.

Please let me know if you need anything else

Regards,



Kevin Koernig, AIA



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.g.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By:

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-30: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2 FINAL PLAT

SUMMARY

Staff has received a second request from the representative of Advanced Forming Technology to extend the recording deadline for the Final Plat to July 23, 2019. A resolution approving this extension is attached for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The plat application was approved by Resolution No. 18-38 by the Board of Trustees at the September 26, 2018 regular meeting. Per the Town's Development Regulations, the plat and associated documents must be recorded with 120 days, or by January 24, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution extending the recording deadline for the application to July 23, 2019.

ALTERNATIVES

The Board of Trustees could choose to not approve the extension or to change the date of the requested extension.

ATTACHMENTS

1. Reso No. 19-30 AFT Extension Request
2. Extension Request_04.03.19

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 19-30

A RESOLUTION EXTENDING THE RECORDING PERIOD FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2 FINAL PLAT

WHEREAS, on September 26, 2018, the Board of Trustees for the Town of Firestone adopted Resolution 18-38 approving with conditions a Final Plat for Advanced Forming Technology Filing No. 2; and

WHEREAS, Section 10.30 of the Firestone Development Regulations provides that, subsequent to any Town Board approval, the applicant shall submit the final documents for recording by the Town Clerk and if the final documents are not recorded within 120 days of the date of Town Board approval, approval of the documents shall lapse and the applicant shall be required to submit a new application to be processed pursuant to the same procedures and requirements specified for the initial application; and

WHEREAS, currently, final documents relating to the above-referenced final plat are required to be recorded by January 24, 2019; and

WHEREAS, the applicant has submitted to the Senior Planner a second request to extend the recording deadline in order to allow them to prepare and finalize the documents necessary for completion and recordation; and

WHEREAS, the Board of Trustees further finds the requirement set forth in Section 10.30 of the Development Regulations is administrative in nature and exists for the benefit of the Town, in order to ensure timely perfection of Town approvals, and that if the Board finds it to be in the best interest of the Town to extend such deadline it may do so; and

WHEREAS, the Town Board concludes it is in the best interest of the Town to extend the time period for recording final documents for the Advanced Forming Technology Filing No. 2 application.

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

Section 1. The Board of Trustees of the Town of Firestone hereby extends until July 23, 2019 the recording deadline for the final documents for the Advanced Forming Technology Filing No. 2 application.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

April 3, 2019

Ms. Tracy Case
Firestone Planning Department
8308 Colorado Blvd., Suite 200
Firestone, CO 80504

Subject: Extension Request No. 2
Advanced Forming Technology Filing No. 2 – Final Plat
AGPRO Project # 1119-01

Dear Tracy,

AGPROfessionals, on behalf of Advanced Forming Technology, Inc., is requesting an extension of the recording deadline for the Advanced Forming Technology Filing No. 2 Final Plat. The Final Plat was approved by the Board of Trustees on September 26, 2018 with a recording deadline of January 24, 2019. An extension of the initial recording deadline to April 24, 2019 was approved by the Board of Trustees on January 23, 2019. We are requesting a second 90-day extension to allow additional time to complete the following:

- Condition of Approval No. 3: “Execute a deed conveying Tract 1 to the Town of Firestone, free of liens and encumbrances.”
- August 9, 2018 Engineering Review Comment No. 1: “The Public Right-of-Way (Tract 1) being dedicated with this Plat will need to be conveyed to the Town via special warranty deed. The Town will prepare the Warranty Deed. The Town will require a title policy in favor of the Town for Tract 1 using a land value of \$25,000.00 per acre. In addition, if there are any deeds of trust on the property, the Town will require partial releases of the deeds of trust.”

A Deed of Trust was executed on June 26, 2014 between Advanced Forming Technology, Inc. and RBS Citizens, N.A. at reception number 4026399. AGPROfessionals, RBS Citizens, N.A.’s legal counsel, Advanced Forming Technology, Inc.’s legal counsel and Land Title Guarantee Company are diligently working towards securing the Partial Release Deed of Trust for Tract 1. Additional time is required to satisfy all related parties’ interests.

Once the Partial Release Deed of Trust and Warranty Deed are executed for Tract 1, it is expected to take several weeks to obtain the required signatures on the Minor Subdivision plat as it will need to be shipped out of state. Consequently, additional time will be needed to secure plat signatures as well.

Thank you for your consideration of this extension request. Please remit responses to AGPROfessionals. If you have any questions, please contact me at (970) 535-93178.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelsey", followed by a stylized flourish.

Kelsey Bruxvoort
Land Planner

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.h.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By: Jessica Clanton

Dept: Finance/Accounting

AGENDA TITLE

Resolution 19-32: A RESOLUTION ADOPTING THE TOWN OF FIRESTONE CREDIT CARD POLICY

SUMMARY

On March 27th, members of the Finance Committee reviewed the proposed changes to the Credit Card Policy. The changes in large part are to ensure the policy reflects the new processes and controls put into place regarding the town-issued credit cards.

HISTORY AND PREVIOUS BOARD ACTION

The previous credit card policy was adopted September 13, 2017.

RECOMMENDATION

Staff recommends that the Board adopt the revised Credit Card Policy

ALTERNATIVES

Board to give staff further direction

ATTACHMENTS

1. 5h - Redline Town Issued Credit Card Policy
2. 5h - Reso 19-32 Credit Card Policies

FINANCIAL CONSIDERATIONS

N/A

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Town-Issued Credit Card Policy and User's Manual

ISSUE DATE

April 10, 2019

EFFECTIVE DATE

April 10 2019

INTENT

This Town-Issued Credit Card Policy ("Policy") establishes guidelines related to the use of credit cards issued by the Town of Firestone ("Town") to ensure that procurement with Town-issued credit cards is in compliance with the Town's Purchasing Policy and to ensure responsibility and accountability in the use of Town-issued credit cards by Town employees. **If the use of your card is not in strict compliance, this may result in disciplinary action, up to and including termination of employment.** This Policy and the provisions herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities. This Policy supersedes any and all previous Town-issued credit card policies adopted by the Town. This manual provides the guidelines under which you may utilize your credit card. Please read it carefully. Your signature on the "Cardholder Authorization Form" (see page 6) indicates that you understand the intent of the policy and agree to adhere to the guidelines established for the policy.

POLICY

I. Eligibility and Credit Card Limits

1. A cardholder must be an employee of the Town of Firestone. It shall be at the discretion of the Department Director responsible for the department ~~and the Town Manager (or the Manager's designee)~~ to determine which employees are eligible to be cardholders.
2. It shall be at the discretion of the Department Director responsible for the department ~~and the Town Manager (or the Manager's designee)~~ to establish each cardholder's per-month limits, provided that these limits are consistent with the Town's Purchasing Policy and available credit line.
3. In order to obtain a credit card the Department Director must request the card on behalf of the Employee. Please use the "Credit Card Request" form located on the Global Drive at Finance, Credit Card Docs, Credit Card Request or page 6 of this policy. Return the completed form to the Credit Card Administrator in the Finance Department.

II. Credit Card Usage

A. The following general standards apply to Town-issued credit card usage:

1. Use of Town-issued credit cards for purchases must be for the benefit of the Town and in accordance with this Policy and the Town's Purchasing Policy.
2. Purchases with Town-issued credit cards must be properly authorized and approved and allocated to the correct fund/department and budgeted line item. All unauthorized expenses will not be paid by the Town and the Town reserves the right to collect payment for unauthorized expenditures from the employee.
3. All purchases made with Town-issued credit cards must be supported by detailed itemized receipts and sufficient documentation that identifies payee, goods/services purchased, amount of purchase, date of purchase and, if applicable, for whom purchase was made (for example, attendees for whom meals were purchased).
4. A monthly statement will be available to each cardholder for signature, and then forwarded to your supervisor for signature. After approval of the reports, all documentation must be forwarded to the Finance Department by the monthly deadline indicated on the Credit Card Schedule. No statement will be sent to the credit card administrator without ALL of the receipts attached. ~~Cardholders must submit all receipts within three business days of the charge to Accounts Payable.~~
5. Cardholders shall take all measures necessary to ensure the security of the Town-issued credit card and the card number. Cardholders shall not give their card numbers to any other employee or other person to use on their behalf. The credit card is issued in your name and it will be assumed that any purchases made against the card will have been made by you and are your responsibility.
6. It is the responsibility of the cardholder to immediately notify the issuing bank (as stated on the card) and the ~~Director of Finance~~ credit card administrator of any lost or stolen Town-issued credit card. Once a Town-issued credit card is reported lost or stolen, the card will no longer be accepted.
7. The cardholder is responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise. The cardholder must check to ensure credit notices are issued by the vendor, and provide the credit slip to ~~Accounts Payable~~ the credit card administrator. If a credit slip was not obtained, other documentation of the return must be given to ~~Accounts Payable~~ the credit card administrator.
8. In the event of disputed charges, the cardholder must advise the Department Director of the cardholder's department and Accounts Payable. The cardholder must ensure that all required steps to register a dispute are followed.

9. All charges will be automatically deducted from the Town's bank account. Therefore, it is imperative that all charges are reviewed, accounted for, and forwarded to the Finance Department by the 12th of every month. All receipts must be attached and the statement must be signed.
 10. The Town is a municipal government exempt from sales tax. The Town's tax exempt number is on each Town-issued credit card, and the Town's tax exemption is to be used when making a Town purchase. It is the cardholder's responsibility to ensure that sales tax is not included on the cost of the purchase. **The Town reserves the right to hold the cardholder making the purchase personally responsible for payment of sales tax.**
 11. Each authorized cardholder must sign a "Town of Firestone Credit Card Agreement" prior to receiving a Town-issued credit card. Such Agreements are kept on file in the Finance Department.
 12. Upon separation of employment, a cardholder shall surrender his or her Town-issued credit card(s) ~~to Human Resources or the Director of Finance~~ on or before the cardholder's last day of employment and prior to issuance of final compensation to the cardholder.
 13. A cardholder shall also surrender his or her Town-issued credit card(s) to Human Resources or the Director of Finance at any such time that the cardholder's credit card is cancelled or credit card privilege is revoked.
- B. The following transactions and uses of Town-issued credit cards are not permitted:
1. Splitting of total purchase costs, singly or between or among cardholders to avoid transaction limits.
 2. Personal purchases of any kind. Use of Town-issued credit cards for any personal purchases or expenses, even if with the intention of reimbursing the Town, is prohibited and will result in disciplinary action.
 3. Cash advances, money orders, bank drafts, etc.
 4. Payment of invoices or statements of any kind.
 5. Payment for temporary help, maintenance contracts, long-term agreements, or rentals or leasing of equipment (with the exception of short-term vehicle rentals required for travel purposes or equipment needed for special events).
 6. The Town²~~s~~ does not reimburse expenses for the purchase of alcoholic beverages, and cardholders shall not use a Town-issued credit card to purchase alcoholic beverages, except only in the following limited circumstances:

- a. The purchase is made at or for an economic development activity where the Town is strategically marketing itself to a third party, and then the purchase shall ~~be~~ only be made by or with the express prior consent of the Town Manager.
 - b. The purchase is made for a Town special event, such as the Town hosting a CML dinner or the Town's annual holiday party.
- C. Any unauthorized use of a Town-issued credit card will be considered an improper use of government funds and may result in the loss of the Town-issued credit card and/or disciplinary action against the employee, up to and including termination of employment, and/or referral to law enforcement.
- D. Audit of the Program: Spot audits will be conducted periodically under direction of the Finance Director to confirm that credit cards are being utilized responsibly, receipts are being retained, and the Cardholder's monthly statements are being reconciled on a timely basis. The external auditors will also select cardholder transactions as part of their annual auditing process.

VII. Policy Review

The ~~Town Manager~~ Finance Committee and Director of Finance will be responsible for reviewing the Town-Issued Credit Card Policy on an annual basis and shall make recommendations for revisions to the Policy as deemed appropriate. Adoption and changes to the Policy will require the approval of a simple majority vote by the entire Town Board.

Mayor

Attest: Town Clerk

TOWN OF FIRESTONE
CREDIT CARD AGREEMENT

DEPARTMENT CREDITCARDNUMBER: _____

NAME OF EMPLOYEE: _____

Although this Town-issued credit card ending in _____ is issued in your name, it is the property of the Town of Firestone and must be used in accordance with the Town's policies, procedures, and guidelines.

By signing this Agreement, you acknowledge that you have received the Town-issued credit card indicated above and agree to comply with the following terms and conditions:

- I. This Town-issued credit card is provided to you based upon your need to purchase business-related goods and services in the course and scope of your duties or employment with the Town of Firestone. The Town reserves the right to revoke this Town-issued credit card at any time. This Town-issued credit card is neither an entitlement nor reflective of title or position.
- II. This Town-issued credit card is for business-related purchases only. Any use of this Town-issued credit card for purchases of a personal nature is strictly prohibited.
- III. You are the only person entitled to use this Town-issued credit card and you are responsible for all charges made against it.
- IV. Any unauthorized use of this Town-issued credit card will be considered an improper use of government funds and will be subject to appropriate disciplinary action, termination of employment and/or referral to law enforcement.
- V. This Town-issued credit card must be used in accordance with all Town policies, procedures and guidelines respecting government purchasing and the use of Town-issued credit cards as such policies, procedures, and guidelines may from time to time be issued and amended. The undersigned acknowledges that it has received, read and will comply with all terms and conditions of the Town-Issued Credit Card Policy.
- VI. Cardholders must comply with internal control procedures, including retaining receipts and identifying accounts to be charged.
- VII. An employee must return his or her Town-issued credit card immediately upon separation from employment, or upon request at any other time by the Town Manager or his/her designee or the Department Director of the employee's department.

As the holder of this Town-issued credit card, you are responsible for its protection and safekeeping. If this Town-issued credit card is lost or stolen, you are required to contact ~~your Department Director and the Town Manager~~ the credit card administrator immediately.

Signature of Cardholder

Date

CREDIT CARD REQUEST

Date Requested: _____

Employee Name: _____

Employee Service Department: _____

Department #: _____

Employee Last 4 Digits of Social Security #: _____

Transaction Credit Limit: \$ _____

Monthly Credit Limit: \$ _____

Default Fund #: _____

Default G/L #: _____

E-mail Address for Statement: _____

(This will be the contact person if Finance has any questions on this person's purchasing card.)

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Department Director: _____ Date: _____

Town Manager: _____ Date: _____

Town of Firestone
Unavailable or Lost Receipt Form

Name of Cardholder:

Cardholder Account Number:

<u>Date of Transaction</u>	<u>Merchant</u>	<u>Quantity</u>	<u>Detailed Explanation of Item(s) Purchased, Credited or Exchanged</u>	<u>Total Amount</u>

I certify that the foregoing is true and correct:

Cardholder_____ Date_____

Reviewed and Approved By:

Supervisor/Dept. Director:_____ Date_____

RESOLUTION 19-32

**A RESOLUTION ADOPTING UPDATED TOWN-ISSUED CREDIT
CARD POLICY FOR THE TOWN OF FIRESTONE**

WHEREAS, the Town of Firestone has previously adopted a policy governing the use of Town-issued credit cards; and

WHEREAS, the Town Board of Trustees updated such policy by Resolution No. 17-40;
and

WHEREAS, the Board of Trustees finds that such policies should be amended in order to update and revise certain portions thereof, including the addition of certain internal controls and newly implemented processes; and

WHEREAS, the Board of Trustees by this Resolution desires to adopt said updated Town-issued credit card policy.

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

Section 1. The Board of Trustees hereby approves and adopts the updated Town of Firestone Town-Issued Credit Cards Policy.

Section 2. The updated Town-Issued Credit Cards Policy approved and adopted by this Resolution shall take effect April 10, 2019, and shall replace the Town-Issued Credit Card Policy previously adopted by Resolution No. 17-40.

INTRODUCED, ADOPTED AND RESOLVED THIS 10TH DAY OF APRIL, 2019

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

**AGENDA INFORMATION MEMORANDUM
2019**

FIRESTONE
TOWN BOARD OF TRUSTEES



AIM#: 2019

Consent Agenda ✓

Discussion _____

Action _____

Meeting Date: April 10, 2019

Initiated By:

David L. Montgomery

Chief of Police

Dept: Police

AGENDA TITLE

Mutual Aid Agreement with the Colorado Rangers

SUMMARY

The **Colorado Mounted Rangers** are statutorily authorized, statewide law enforcement Auxiliary that assists law enforcement and other first responder agencies across Colorado. Nearly 200 sworn Rangers provide more than 50,000 hours of service annually to communities in Colorado as unpaid Peace Officers supporting local police and sheriffs departments. The Rangers are the oldest statewide law enforcement agency in Colorado, originally organized in 1861, and operating continuously in a reserve Peace Officer augmentation capacity since 1941.

"The Colorado Rangers is recognized as a law enforcement agency with sworn personnel duly authorized to act as peace officers certified by the Colorado Peace Officers Standards and Training ("POST") board pursuant to C.R.S. 16-2.5-102;"

The **Colorado Rangers** relies heavily on training standards established by the Colorado P.O.S.T. (Peace Officers Standards and Training) Board for law enforcement officers. Prior to their 9 months of training, all volunteer Rangers submit to fingerprint based FBI criminal checks, oral review boards, police psychological exams and extensive background checks and are held to the same disciplinary standards as full time officers pursuant to the Colorado Revised Statutes.

The **Colorado Rangers** has signed numerous Memorandums of Understanding (MOU's) with various law enforcement agencies across the state to assist with everything from traffic management, to large community event assistance, to street patrols, to cover officer support and disaster assistance, with many more communities currently in discussions with the Auxiliary.

Police Departments:

Ault PD
Durango PD
Elizabeth PD
Evans PD
Fairplay PD
Firestone PD
Fort Lupton PD
Fowler PD
Frederick PD
Georgetown PD
Johnstown PD
Manitou Springs PD
Milliken PD
Rocky Ford PD
Salida PD
Windsor PD

Sheriff's Offices:

Archuleta County SO
Crowley County SO
Douglas County SO
Fremont County SO
Kiowa County SO
La Plata County SO
Weld County SO

County Governments:

Adams County OEM
Teller County

Fire Protection / Other:

Canon City Area FPD
CC Aurora

Town / City Governments:

Town of Bayfield
Town of Monument
Town of Ordway
Town of Palmer Lake

HISTORY AND PREVIOUS BOARD ACTION

June 11, 2014 Town of Firestone Town Board of Trustees approved the original MOU (Consent Agenda) signed by the Mayor, Town of Firestone. The Colorado Rangers have provided support services during 4th At Firestone events, 2013 flood and provided security support staff during April of 2017 – “**Twilight Ave.**”

RECOMMENDATION

Sign Mutual Aid Agreement

ALTERNATIVES

ATTACHMENTS

Mutual Aid Agreement w/Colorado Rangers

FINANCIAL CONSIDERATIONS

Police Programs

RECORD OF BOARD ACTION (for Town Clerk)

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "Agreement") is entered into as of the _____ day of _____, 2019 (the "Effective Date"), by and between _____ (the "Requestor") and the Colorado Rangers Law Enforcement Shared Reserve, an intergovernmental authority and political subdivision of the state of Colorado (the "Colorado Rangers") (each individually a "Party" and together the "Parties").

WHEREAS, the Colorado Rangers is a law enforcement agency with sworn personnel duly authorized to act as peace officers certified by the Colorado Peace Officers Standards and Training ("POST") board pursuant to C.R.S. 16-2.5-102;

WHEREAS, it is in the best interest of the Requestor that it may have service of and from the Colorado Rangers to assist it in augmentation of its law enforcement services; engage in joint training; provide assistance during disasters and emergencies; and any other purpose as requested;

WHEREAS, the Parties wish to define and clarify the roles and responsibilities of the Colorado Rangers when providing such aid as defined in this Agreement;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104; and

WHEREAS, establishment of an Agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Requestor.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the signatory parties as follows:

1. Status & Purpose of the Colorado Rangers. The Colorado Rangers is a political subdivision and a public corporation of the State of Colorado established pursuant to C.R.S. 291203 and for purposes of this Agreement is deemed a volunteer organization as defined by C.R.S. 24-33.5-802(11). The Colorado Rangers provide assistance to law enforcement agencies throughout the state of Colorado pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104 acting in an augmentation capacity by providing volunteer, unpaid, uniformed, POST certified sworn personnel and associated resources necessary for any lawful purpose as required by the Requestor and as agreed to by the Colorado Rangers as well as assistance in regional emergencies and disasters.

2. Types of Aid. For purposes of this Agreement, the law enforcement aid provided by the Colorado Rangers is categorized as follows:

- a. Emergency Aid. Aid requested by the Requestor pursuant to C.R.S. 29-5-104 and C.R.S. 24-33.5-822 in response to an emergency situation within its jurisdiction ("Emergency Aid"). For purposes of this Agreement, the Parties agree Emergency Aid means the provision of assistance in response to large-scale or unusual threats or disasters that pose an immediate and credible risk of injury, death, or significant loss of property.
- b. Non-Emergency Aid. The Requestor may request assistance from the Colorado Rangers in response to needs for back-up or support officers that exceeds the Requestor's capacity or to provide any other law enforcement function that does not fall within the scope of Emergency Aid ("Non-Emergency Aid").

3. Officer Response. Colorado Rangers personnel responding to an approved request for aid shall report to the designated law enforcement supervisor of the Requestor. The Requestor agrees that it shall make a law enforcement supervisor available to assume direct supervision or express direction over Colorado Rangers

personnel provided pursuant to this Agreement. For purposes of this Agreement, direction supervision and expression direction mean:

- a. "Direct supervision" means an assignment given by a fully POST certified peace officer, which assignment is carried out in the personal presence of, or in direct radio or telephone contact with, and under the immediate control of, the fully POST certified peace officer.
- b. "Express direction" means a defined, task-specific assignment given by a fully POST certified peace officer. The fully POST certified peace officer need not be present while the Colorado Ranger personnel carries out the assignment.

4. Supervision. Upon responding to the Requestor as required by Section 3 of this Agreement, Colorado Rangers personnel are deemed to be under the direct supervision or express direction of the Requestor. The Requestor agrees that it shall assume control over and responsibility for Colorado Rangers personnel, except as provided elsewhere in this Agreement, when it requests and receives either Emergency Aid or Non-Emergency Aid.

5. Requests and Approvals: The Colorado Rangers may provide the Requestor with POST certified sworn peace officers and/or associated resources necessary to fulfill any approved request for aid under Section 5. The Requestor understands and agrees that there is no obligation whatsoever by the Colorado Rangers to provide any resources to Requester under this Agreement.

- a. Emergency Aid. A request for Emergency Aid shall be made by the Chief/Sheriff or his/her designee of the Requestor to the Chief or Operations Division Chief of the Colorado Rangers. If the Chief or Operations Division Chief of the Colorado Rangers approves the

request, which shall be in his or her sole discretion, he or she shall provide resources to the Requestor to the extent he or she deems such resources are appropriate and available. If the Chief or Operations Division Chief of the Colorado Rangers is not immediately available to consider the Emergency Aid request, such request can be made to the Troop Commander of the Troop in whose area of responsibility the Requestor is geographically located. The Troop Commander receiving the request shall assess the request and, if approved and appropriate, provide available resources. The Troop Commander shall contact the Chief or Operations Division Chief of the Colorado Rangers as soon as possible to seek final approval of the Emergency Aid. If final approval is not granted, any resources dispatched shall be immediately recalled. The current names, rank, phone number, email, and other contact information of each Troop Commander is set forth on Exhibit A, attached hereto which shall be updated periodically.

- b. Non-Emergency Aid. The Requestor shall provide the Troop Commander of the Troop of whose area of responsibility is geographically located, a reasonable amount of time to acquire any approvals, schedule and secure resources necessary to provide the Non-Emergency Aid to the extent approved and available by the Colorado Rangers. The Requestor acknowledges and agrees the provision of Non-Emergency Aid resources is at the sole discretion and availability of the Colorado Rangers.
- c. Talk Group Authorization. The Requestor agrees to provide or cause to be provided the necessary authorizations for the Colorado Rangers to utilize the talk groups within its jurisdiction.

6. Law Enforcement Authority of Colorado Rangers Personnel. The Requestor agrees that while on-duty in its jurisdiction that each POST certified Colorado Ranger shall have the authority granted by C.R.S. 16-2.5-101(1) and C.R.S. 16-2.5-110(1)(b). At the sole discretion of the Requestor, any Colorado Ranger who is a fully POST certified peace officer may be granted full peace officer status while on-duty in the Requestor's jurisdiction.

7. Costs; Reimbursements.

- a. The Requestor agrees to reasonably pursue third-party reimbursement for costs and expenses associated with each Emergency Aid incident occurring within its jurisdiction for which such reimbursement may be available. The Requestor agrees that upon receipt of the funds to share those funds with the Colorado Rangers in a fair and equitable manner based on the Colorado Rangers' documented expenses associated with the incident.
- b. For Non-Emergency Aid, The Requestor agrees to pay an annual fee, as determined by the Colorado Rangers, for access to Colorado Ranger resources. Payment of the annual fee does not guarantee that resources shall be provided to Requestor, but just that Requestor shall have access to said resources if approved and available. The Colorado Rangers shall publish the fee schedule on an annual basis (Exhibit B).

8. Reports and Record Keeping. If requested by the Requestor, Colorado Rangers personnel providing aid pursuant to this Agreement shall generate a supplemental report or other document in association with his or her activity and provide a copy to the Requestor, consistent with the policies and procedures of the Colorado Rangers. It shall remain the responsibility of the Colorado Rangers to act as the custodian of records for any report or document generated pursuant to this Agreement.

9. Liability.

- a. Personnel of the Colorado Rangers shall not be considered employees of the Requestor and shall not have any claim or right to compensation or pension or other benefit of employment with respect to the Requestor. The Parties agree that the Requestor shall not assume any liability for the direct payment of salary, wage, or other form of compensation to Colorado Rangers personnel.
- b. The Requestor shall be responsible for liability arising from the negligent or otherwise tortious acts of Colorado Rangers personnel providing such aid unless such liability arises from an act of omission of Colorado Rangers personnel that is: (a) contrary to or outside the scope of the direction provided by the Requestor; or (b) a willful and wanton or intentional tort. The Requestor shall not be responsible for liability arising out of any of the events described in subsections (a) and (b) of this paragraph. The Parties agree that this provision is expressly intended to contractually reallocate the liability for damages provided under C.R.S. 29-5-108.

10. Insurance. During the term of this Agreement, the Colorado Rangers shall maintain the following types of insurance coverage in the amounts indicated below:

- a. Comprehensive and liability coverage in such amounts equal to or in excess of the then current limitations of on judgments established by the Colorado Governmental Immunity Act.
- b. Professional liability coverage in such amounts equal to or in excess of the then current limitations of on judgements established by the Colorado Governmental Immunity Act.

- c. Worker's compensation insurance and disability insurance of the type and in the amounts that are required by law.

11. Termination. This Agreement may be terminated by either Party, without cause, upon thirty (30) days prior written notice to the other. This Agreement may be terminated immediately for cause; "for cause" being defined as:

- a. Failure by Requestor to secure approval for the use of Colorado Rangers or to have signed any proper documentation;
- b. A dispute arising between the parties that is not readily resolved;
- c. Any action taken by the Colorado Rangers taken outside the prescribed scope of this request;
- d. An improper conduct taken by either party that places the other part at risk of imminent or immediate danger;
- e. Engaging in any conduct that demonstrates a willful disregard for the other party under the laws of Colorado.

12. Amendments. This Agreement may be amended only in writing duly executed by each and all of the Parties to this Agreement.

13. Successors and Assigns. The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall insure to the benefit of and be binding upon the successors in interest and assignees of the Parties to this Agreement.

14. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms of this Agreement, and all the rights of action relating to this Agreement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement. It is the express intent of the Parties that any person or entity other than

the named Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. Assignments. The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the Parties hereto without the prior written consent of each and all of the Parties to this Agreement.

16. Integration. This Agreement represents the entire, integrated Agreement among the Parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or Agreements respecting those matters, either written or oral.

17. Other Agreements. Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid Agreement that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid Agreement, the terms of the more specific Agreement shall control.

18. Severability. The invalidation of any provision of this Agreement shall not affect the validity of the remainder of this Agreement.

19. Governmental Immunity. The Parties and their officers, employees, agents, directors, and attorneys are relying on and do not 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.*

20. Execution. This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document.

REQUESTOR:

By:

Title: Chief David L. Montgomery
Firestone Police Department

Date:

COLORADO RANGERS:

By:

Title: Colonel Ronald Abramson
Chief, Colorado Rangers

Date:

Exhibit A: Colorado Rangers Troop Commanders

<u>All Hazards Homeland Security Region</u>	<u>Troop</u>	<u>Name</u>	<u>Rank</u>	<u>Phone Number</u>	<u>Email</u>
North Central Region (specifically the counties of Adams, Boulder, & Broomfield) Northeast Region Northwest Region (specifically the counties of Grand & Jackson)	H	Robert Pabst	Captain	720-600-2012	Robert.Pabst@ColoradoRangers.org
South Central Region South Region Southeast Region San Luis Region Southwest Region	I	Daryl Collings	Captain	719-428-5327	daryl.collings@coloradorangers.org
North Central Region (specifically the counties of Arapahoe, Clear Creek, Denver, Douglas, Elbert, Gilpin, & Jefferson) Northwest Region (specifically the counties of Eagle, Garfield, Mesa, Moffat, Pitkin, Rio Blanco, Routt, & Summit) West Region	K	Douglas Brown	Captain	720-593-0614	douglas.brown@coloradorangers.org
N/A	Operations Division	Terrance Carroll	Division Chief	720-931-6848	terrance.carroll@coloradorangers.org
N/A	Ranger Duty Line			303-502-2671	

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.j.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Appointment of Town Treasurer

SUMMARY

Per Firestone Municipal Code Section 2.08.010 - Officers, appointment, term, we need to appoint the Town Treasurer.

HISTORY AND PREVIOUS BOARD ACTION

Christine Harwell, was the Town's previous Treasurer.

RECOMMENDATION

To Appoint Jessica Clanton as Town Treasurer

ALTERNATIVES

Further Direction to Staff

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

N/A

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.k.

Consent Agenda

Meeting Date: April 10, 2019

Initiated By: David Montgomery

Dept: Police

AGENDA TITLE

Approval of Agreement for Municipal Jail Services between Weld County and the Town of Firestone

SUMMARY

This is the Municipal Jail Services Agreement from Weld County that needed corrections from one year ago.

Based upon this version, we would like the Board to approve said Agreement for Municipal Jail Services through Weld County.

HISTORY AND PREVIOUS BOARD ACTION

Previous Jail Agreement has been in effect for over 10 years.

RECOMMENDATION

Approve on Consent Agenda

ALTERNATIVES

Board to give Staff further Direction

ATTACHMENTS

1. 5k - Muni Jail Agrmnt 2019

FINANCIAL CONSIDERATIONS

**AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN WELD COUNTY
AND Town of Firestone**

This agreement is made this _____ day of _____, 2019, by and between the Municipality of Firestone hereinafter referred to as the "Municipality"; and the County of Weld, a body corporate and political subdivision of the State of Colorado, through its Board of County Commissioners, hereinafter referred to as "County."

WHEREAS, the Municipality does not desire to maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Weld; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance 31-15-401 (1) (k), C.R.S., the Municipality, with the consent of the board of Weld County Commissioners, may use the county jail for the confinement or punishment of offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, the Municipality and the County hereby enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Definitions

- A. Municipal Offender(s) – As used in this agreement, the term Municipal Offender(s) shall mean offenders placed with the County pursuant to this contract.
- B. Municipal Court – the duly designated judicial entity of the Municipality.

2. Conditions for Acceptance of Municipal Offender(s)

The following conditions must be met before a municipal offender will be accepted for commitment or placement at the Weld County Jail ("Jail"):

- A. The offender(s):
 - I. Must be an adult, 18 years of age or older.
 - II. Must be without serious medical and/or mental health issues, as determined by the Weld County Jail Medical Services Provider, including, but not limited to, communicable infectious disease.
 - III. Identity must be reasonably established.
- B. The Pre-booking documentation must be completed as required by the Jail and include, but not be limited to:
 - I. The actual and specific description of the municipal ordinance violation; or
 - II. The actual and specific description of the original municipal ordinance violation, if the booking results from a municipal arrest warrant for failure to appear, comply, complete conditions, or pay, or is a municipal mittimus order.
- C. One of the following forms of documentation from the Municipality must accompany the offender or be provided to the County prior to the offender being accepted and booked at the Jail:

- I. Mittimus Order

A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention. The offender may be committed to work release and/or electronic home detention if they meet the minimum acceptance criteria for such jail alternative program and if space is available.

- II. Arrest Warrant

An arrest warrant shall be accepted only if the arrest warrant: (1) includes the actual and specific, (original) municipal ordinance description, (e.g. Failure to Appear/Speeding, Failure to Pay Fines & Costs/ Disorderly Conduct, etc.), AND (2) specifies the amount and type of bond to secure bail, such as: a) an amount of cash, b) an amount of cash or surety, c) personal recognizance after 24 or 48 hours, or d) "Hold without Bond."

Notice of the municipal arrest warrant service shall be made to the municipal court clerk by fax and 1st class mail, or a mutually accepted alternative, no later than the following work day. The Municipality shall provide the municipal clerk's fax number to the

County at the time of the execution of this Agreement. The municipal law enforcement agency listed as the arrest warrant originating agency on the Colorado Bureau of Investigation's Colorado Crime Information Center (CCIC) computer system will be notified that the offender has been located when the arrest warrant is confirmed. The Weld County Jail is not responsible for notice to the Municipality, municipal court, or municipal court clerk other than by the means described in this Agreement.

III. Penalty Assessment, Summons or Summons & Compliant

A penalty assessment, summons and complaint, or summons shall be accepted, except when the municipal offender is also: 1) Cited for violations of Colorado Statutes from the same criminal episode giving rise to the municipal ordinance violation; 2) There is an outstanding county or district court arrest warrant; or 3) A hold has been placed on the offender by the Colorado Department of Corrections, Adult Parole Division or the 19th Judicial District Probation Department.

Municipal offenders cannot be released on personal recognizance after their incarceration based upon the issuance of these documents when any one of the three (3) above listed circumstances are present. A municipal detainer for the offender may be entered in lieu of issuing a penalty assessment, summons and complaint, or summons by request of the arresting municipal officer when any one of the three listed circumstances are present.

- D. The municipality shall provide the County with an Annual Court Appearance Schedule.
- E. The Municipality agrees to comply with the policies and procedures of the Jail and Weld County Sheriff's Department, unless specifically altered in this agreement.

3. Description of Services

- A. In accordance with the terms of this Agreement, it shall be the responsibility of the County to receive and safely keep every adult offender duly committed or placed in the Jail for safekeeping, examination, trial, or duly sentenced to imprisonment in the Jail upon conviction for any contempt, misconduct, or for any violation of municipal ordinance. The County shall not release the offender from jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.

- B. It shall be the responsibility of the County to make record of every adult offender duly committed or placed in the Jail in accordance with the terms of this Agreement. The record shall include a photograph or digital image of the offender and offender identification information as defined in Colorado Revised Statutes 24-72-302 (1) and 24-73-302 (2).
 - I. Ten-print fingerprint cards will be electronically sent to the Colorado Bureau of Investigation when the actual and specific description of the municipal ordinance is provided on pre-booking documentation and/or municipal arrest warrants. A ten-print fingerprint card will be maintained by the County for each municipal offender in accordance to the Weld County Sheriff's Office Criminal Justice Records Retention Schedule approved by the Colorado Archivist.
- C. It shall be the responsibility of the County to accept municipal court orders temporarily detaining offenders held pursuant to county or district court matters. The County is responsible to provide timely notice to the municipal law enforcement agency or municipal court detaining the offender when there has been a disposition of pending county or district court matters. Municipal offenders shall be held no more than 4 hours pursuant to a municipal detainer.
- D. It shall be the responsibility of the County to accurately prepare for and accept bonds and related cash or surety documents, set court appearances in accordance to municipal court schedules, complete mittimi, and complete or prepare other municipal court documents required to accept and release municipal offenders into and from the Weld County Jail. The County is responsible to make said documents available to the municipal clerk or mail said documents to the municipal clerk via 1st class mail the following work day.
- E. It shall be the responsibility of the County to afford municipal offenders' access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The municipal offender's classification will be determined by the Jail Inmate Services Unit Classification staff.
- F. It shall be the responsibility of the County to comply with Colorado Revised Statutes 17-26-109 and afford sentenced municipal offenders deductions of time for his/her municipal court sentence in a manner consistent with sentenced County offenders.
- G. It shall be the responsibility of the County to determine sentenced municipal offender's eligibility and conditions for furlough consistent

with sentenced County offenders. The County shall notify the municipal court of any municipal offender furlough.

4. Duration of Agreement

This Agreement shall be effective upon final execution by the appropriate officers of both parties on the date first set forth above, and shall continue through January 30th, 2024, and shall be automatically renewable year to year for up to 5 years from final execution unless sooner terminated by notice from either party in accordance with Section 5 of this Agreement. It is further understood and agreed that the obligations of the Municipality as set forth herein shall be subject to annual appropriation. Nothing herein shall be deemed a multiple fiscal-year obligation in violation of Article X, Section 20 of the Colorado Constitution. At the time this Agreement is terminated, the Municipality shall retake all Municipal offenders.

5. Termination of Agreement

This Agreement may be unilaterally terminated, with or without cause, by 30 days written notice, by either party delivered to the other party in accordance with Section 12 "Notices". Within 30 days after delivery of said notice, the Municipality shall retake physical custody of Municipal offenders in the County's custody pursuant to this Agreement.

6. Emergency Release

Notwithstanding the provisions of Section 4 & 5 set forth herein, the County has the authority to release, on an emergency basis, those municipal offenders when the County deems such release is necessary due to exigent circumstances. The County shall, in its sole discretion, determine those exigent circumstances which necessitate such emergency release. Such exigent circumstances may include, but are not limited to, inmate overcrowding of the County Jail. The County shall notify the municipal court of the offender's name, date & time released, and the basis for release due to exigent circumstances.

7. Agreement Monitor

In order to administer this Agreement effectively, the Municipality shall designate an Agreement Monitor. Until further notice is received, the Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the Agreement Monitor shall be effective upon 10 days advance written notice to the County's Contact Person.

8. County Contact Person

In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as the County's Contact Person. Until further notice is received, the County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the County's Contact Person shall be effective upon 10 days advance written notice to the Municipality's Agreement Monitor.

9. Cost and Reimbursement

- A. Except as otherwise provided in this Agreement, all costs of housing the Municipality's offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the per offender per day rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections' inmates. Said rate shall begin **July 1** of the year following the setting of the rate and continuing to and until **June 30** of said year. The Municipality shall reimburse the County for the day the Municipality's offender is delivered and for every subsequent day that the Municipality's offender is assigned to the Weld County Jail, but not the day that the Municipality's offender is released from the Weld County Jail due to completion of sentence or by order of the committing Court.
- B. For those offenders who remain in the County Jail for a period of no more than four (4) hours, the Municipality shall pay the County one half of the Per Diem rate set forth in paragraph A, above.
- C. If the Municipal offender is detained in the Weld County Jail under the concurrent authority of the municipality and of other municipal jurisdictions, the municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the offender in the custody and/or under the supervision of the Weld County Sheriff.
- D. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by reference, and are considered part of the costs reimbursed by the Per Diem rate per offender as provided in paragraph A, above. The County shall be reimbursed by the Municipality for the costs of extra ordinary health care services, as further defined in Schedule-B.

- E. Physical damage to the Weld County Jail as a direct result of the placement of a municipal offender housed therein shall not be considered "usual costs" incidental to the operation of the Weld County Jail. These costs shall not be part of the reimbursement by the fixed rate per offender per day as provided by subparagraphs A. and B. of Section 9 of this Agreement. The County shall be reimbursed separately by the Municipality for these costs.
- F. The Municipality shall be billed monthly by the County for the rates set forth in Section 9 subparagraphs A, B, & C of this Agreement. Payment shall be made within 30 days of receipt of the County's invoice. The Municipality shall reimburse the County for extraordinary medical expenses as set forth in Schedule B. The Municipality shall reimburse the County for non-medical extraordinary expenses incurred under the terms of this Agreement within 30 days of receipt of the County's invoice.

10. Transportation

Transportation of offenders in custody for violation of a Municipal Ordinance is the sole responsibility of the Municipality. If the Municipality and County have entered into a separate agreement for law enforcement services, then transportation of offenders in custody for violation of a Municipal Ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by the County in the course of providing such transportation on behalf of the Municipality shall be paid by the Municipality as provided therein.

- A. Municipal Video Court Appearance technology is available to Municipality in the jail. If the Municipality wants to use this technology, the Municipality will work closely with the Weld County Sheriff Office and Weld County Information Technology to identify system minimums and requirements for the Municipality to include hardware, software and network configurations. The Municipality understands and agrees that identified system minimums and requirements, hardware, software, network configurations, labor and installation, and post installation connectivity troubleshooting of the Municipality's Video Court is not the responsibility of the County.
- B. The Municipality shall provide, in advance, the Municipality Court docket to the Sheriff's Office. The Municipality shall be responsible to provide a Municipality Bailiff to transport, escort, and provide security for Municipality Offenders to Municipal Video Court Appearance at the facility in the North Jail Complex. Upon completion of Municipality Video Court, the Municipality Bailiff shall transport and escort Municipality Offenders back to a designated area within the North Jail Complex determined by the County.

11. Responsibility for Legal Proceedings

- A. The Municipality shall be responsible for defending itself and its officers and employees in any civil action brought against the Municipality, its officers and employees by any municipal offender in the physical custody of the County.
- B. The County shall be responsible for defending itself, its deputies and employees in any civil action brought against the County, its officers and employees by any municipal offender in the physical custody of the County.
- C. The Municipality and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.
- D. The County and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the Municipality or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.

12. Notices

Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, prepaid postage at the address listed in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.

13. No Third Party Beneficiary Enforcement

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Municipality and the County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Municipality and the County that any entity,

other than the Municipality or the County receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

14. Modification and Breach of Contract

This Agreement and the attached schedules contain the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of/to this Agreement and the attached schedules, shall be deemed valid or of any force or affect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15. Severability

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

16. Governmental Immunity. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

17. Board of County Commissioners of Weld County Approval. This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

18. Acknowledgment. County and Municipality acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Schedules A-C, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF WELD COUNTY, COLORADO

By: _____
Barbara Kirkmeyer , Chair

ATTEST:

By: _____
Deputy County Clerk to the Board

Municipality OF Firestone, COLORADO

By: _____

Title: _____

ATTEST:

By: _____
Municipal Clerk

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE A

1. Until further notice is received, the Municipality's Agreement Monitor shall be:

Name
Municipality
Address 1
Address 2
Phone

2. Until further notice is received, the County's Contact Person shall be:

Rosanna Soto, Office Manager
Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE B

The costs of providing to municipal offenders routine on-site medical psychological/ psychiatric, dental and medication services, customarily provided to persons sentenced to confinement in the Weld County Jail, shall be considered usual costs incident to the operation of the Weld County Jail. These usual costs include but are not limited to, regularly scheduled sick call, nursing coverage, regular on-site physician visits, routine X-rays for diagnostic purposes which may lead to off-site care, and the dispensing and cost of common prescription medications for routine and minor illnesses. In addition, all municipal offenders transferred to the County pursuant to this Agreement with a condition of drug aftercare, a known history of drug abuse while incarcerated, or who are suspected of illegal use of drugs, shall be required to participate in routine urinalysis testing conducted by the Weld County Jail health care provider. All positive test results for unauthorized drugs shall be reported by the County Contact Person to the Agreement Monitor. The cost of this routine urinalysis testing, together with the usual costs of care referenced above, shall be part of the fixed rate per offender per day as set forth in Section 9 A, of this Agreement.

Extraordinary medical expenses for extraordinary health care shall be the responsibility of the Municipality, subject to the authorization provision below. For purposes of this Agreement, extraordinary medical expenses are those expenses for extraordinary health care commonly provided to offenders on-site at the Weld County Jail by the Weld County Jail health care provider. Extraordinary medical expenses also include costs for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment. Extraordinary health care includes but is not limited to, prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation-therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; dental surgery excluding the repair of cavities, on-site tooth extraction or routine dental procedures; ambulance or Air Life transportation. The Weld County Jail health care provider shall determine when off-site care is required for municipal offenders housed at the Weld County Jail.

Extraordinary medical expenses shall be reimbursed by the Municipality provided:

- 1) Such service is emergency medical treatment as determined by the Weld County Jail health care provider, or
- 2) Such service was approved in advance by the Agreement Monitor.

In cases where the Weld County Jail health care provider has determined that extraordinary care must be provided prior to obtaining the Agreement Monitor's consent, the Weld County health care provider shall notify the Agreement Monitor as soon as practicable, but no later than 8 hours after the rendering of care.

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE C

1. Any notice to the Municipality provided for in this Agreement shall be sent to the Agreement Monitor at:

Name _____
Municipality _____
Address 1 _____
Address 2 _____
Phone _____

2. Any notice to the County provided for in this Agreement shall be sent to:

Board of Weld County Commissioners
P.O. Box 758
Greeley Co. 80632-D758
Telephone: (970) 356-4000 Ext. 4225

With a copy to:

Rosanne Soto, Office Manager
Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804

EMPLOYMENT AGREEMENT FOR TOWN MANAGER

THIS EMPLOYMENT AGREEMENT FOR TOWN MANAGER ("Agreement") is made effective as of the _____ day of _____, 20____, by and between the Town of Firestone, a Colorado municipal corporation, hereinafter known as "Town," and Arthur J. Krieger, hereinafter known as "Town Manager" or "Krieger."

WHEREAS, the Town desires to employ the services of Arthur J. Krieger as Town Manager of the Town of Firestone, Colorado; and

WHEREAS, the Town and Krieger desire to set forth certain specifics concerning his employment by the Town as Town Manager, and to establish conditions of employment related thereto; and

WHEREAS, Krieger desires to accept employment as Town Manager of the Town of Firestone under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties agree as follows:

1. Duties. The Town agrees to employ Arthur J. Krieger as Town Manager to perform the functions and duties of Town Manager specified by the Colorado Revised Statutes, the Firestone Municipal Code, the Town Manager job description, and any other applicable laws, ordinances, or regulations of the Town of Firestone, as adopted and in effect from time-to-time. In addition, the Town Manager agrees to perform any other legally permissible and proper duties and functions as the Board of Trustees of the Town shall from time-to-time assign to him as Town Manager. The Town Manager shall comply with the Town's policies concerning workplace conduct, including without limitation the Town's policies regarding discrimination, harassment, retaliation, workplace violence, workplace safety, equal employment opportunity, ethics and conflicts of interest.

2. Term. (a) The Town's Manager's continued employment shall be at will and the Town Manager shall serve at the pleasure of the Board of Trustees and for an indefinite term, subject to the provisions contained in Section 5 herein.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Trustees of the Town to terminate the services of the Town Manager at any time, subject to the provisions set forth in Section 5 herein. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to resign at any time from his position upon thirty (30) days prior written notice, subject to the provisions set forth in Section 5 herein.

3. Compensation. The Town agrees to pay to Krieger for his services as Town Manager rendered pursuant hereto an annual base salary of \$175,000.00, less applicable withholdings and deductions, commencing on his first day of employment as Town

Manager and payable in biweekly installments in accordance with the Town's regular payroll practices.

4. Exempt Status. The position of Town Manager is a full-time, exempt position under the provisions of the Fair Labor Standards Act. As such, the Town Manager shall not be bound by the record keeping or overtime provisions of the Act.

5. Termination. The employment of the Town Manager may be terminated by the Board of Trustees at any time by a majority vote of the entire Board of Trustees as provided in this Section 5. The Town Manager acknowledges and agrees that any such termination of employment is not subject to the provisions of C.R.S. Section 31-4-307 and hereby waives any rights thereunder. It is further understood that the procedures for termination of an employee as set out in the Town's Employee Handbook shall not apply to any termination of the Town Manager.

(b) If the Town terminates the Town Manager's employment without cause, as defined below, the Town Manager shall receive as severance pay a payment equivalent to fifteen months (15 months) of his gross annual salary ("Severance Compensation"). Severance Compensation will be paid in a single lump sum cash payment, less applicable withholdings and deductions, to be included in the payables approved by the Board of Trustees at the first regular Board of Trustees meeting at which the Board of Trustees is able to take action, provided that Town Manager is in compliance with all of his obligations pursuant to this Agreement, including Paragraph 16, and the Town has received an irrevocable executed release of claims from the Town Manager. Severance pay shall be subject to all applicable deductions, and such severance pay and benefits shall be the full and final amount of any wages and benefits to be paid upon termination of Town Manager's employment.

(c) For the purpose of this Agreement, "cause" shall mean: (i) serious personal or professional misconduct by the Town Manager, including commission of a crime involving moral turpitude, misappropriation, embezzlement or fraud, or any misconduct with respect to the Town; (ii) gross negligence, willful misconduct or a breach of fiduciary duty with respect to the Town; (iii) being under the influence of drugs or alcohol during the performance of the Town Manager's duties such that it interferes with the performance of such duties; (iv) conduct that threatens public health or safety, or reasonably threatens to do harm to the business or reputation of the Town and/or its related entities or individuals; (v) repeated absence from work (except for permitted vacation periods and reasonable periods of illness incapacity or authorized leave) unless approved by the Town; (vi) failure to satisfactorily perform the Town Manager's duties or the reasonable and lawful directions given to the Town Manager in performing the Town Manager's duties, and/or failure to meet or make substantial progress towards performance metrics for evaluation at the established reviews; (vii) any violation of the Town's policies regarding discrimination, harassment, retaliation, workplace violence, workplace safety, equal employment opportunity, ethics or conflicts of interest; provided, however, the terms and conditions of this Section 5(c) shall not justify "cause" unless the Board of Trustees has provided the Town Manager a reasonable opportunity to remediate any incompetency or inefficiency, where deemed possible by the

Board of Trustees. The term “without cause” shall mean the absence of “cause,” as defined in this Section.

(d) In the event the Town Manager resigns, the Town Manager shall not be entitled to any severance pay.

6. Performance Evaluation; Off-Site Retreat. (a) The Board of Trustees shall set performance goals for and review and evaluate the performance of the Town Manager. The Town Manager’s performance shall be reviewed and evaluated no less frequently than on an annual basis, except that the foregoing shall not limit the authority of the Board of Trustees to review and evaluate the performance of the Town Manager at any lesser interval or other times, as the Board of Trustees in its discretion may determine. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Board of Trustees and the Town Manager. The Board of Trustees shall provide the Town Manager a reasonable and adequate opportunity to discuss the Town Manager’s evaluation with the Board of Trustees. The annual performance reviews and evaluations shall be reasonably related to the Town Manager’s job duties and shall be based, in whole or in part, on goals for the Town Manager’s performance that are jointly developed and adopted by the Board of Trustees and the Manager.

(b) The Town Manager shall propose to the Board of Trustees at least one off-site retreat annually, the purpose of which is to meet with the Town Manager and other senior staff as agreed to by the Town Manager and Board of Trustees and discuss an agenda to be agreed upon by the Town Manager and the Board of Trustees. The site of the retreat shall be at a place jointly agreed to by the Board of Trustees and Town Manager. Failure to propose a date and time for the off-site retreat pursuant to this section 6(b) shall not constitute “cause” for purposes of this Agreement.

7. Paid Time Off. The Town Manager shall earn paid time off (PTO) at the rate established in the Firestone Employee Handbook as adopted and amended from time to time. Additionally, the Town Manager will receive a credit of one hundred and twenty (120) hours of PTO upon execution of this Agreement. The Town Manager’s PTO shall be subject to the PTO and Extended Illness Bank Guidelines set forth in the Firestone Employee Handbook as adopted and amended from time to time, except the maximum amount of PTO that may be earned and carried over shall not exceed 375 hours. Upon termination of his employment with the Town, the Town Manager shall be paid for all accrued, unused PTO.

8. Insurance. The Town Manager shall be entitled to participate in the Town’s health and other insurance coverage programs in the same manner as other employees of the Town, as such programs and benefits are in place from time to time. The Town Manager must meet all of the terms and conditions required by the individual carriers, and pay any employee-required amounts in order to participate in said programs.

9. Retirement. (a) The Town agrees to annually contribute the amount of \$6,500.00 into the International City/County Management Association Retirement Corporation's (ICMA-RC) 401-A Money Purchase Plan, which amount shall be payable in biweekly installments of \$800.00 at the same time as the Town Manager and other employees of the Town are paid, with the last such payment adjusted as necessary to reflect such \$6,500 cap. In the event the Town Manager is terminated or resigns for any reason, the Town Manager shall be paid any remaining balance of such \$6,500 ICMA-RC 401-A contribution at the next Town pay date occurring after the effective date of termination. The Town Manager has advised the Town that he has elected to exercise his option to be exempt from PERA membership, and the Town's agreement to make the foregoing ICMA-RC 401-A contribution is expressly conditioned upon Town Manager's exemption from PERA membership. Within three days of commencement of employment, the Town Manager and Town shall complete and submit to PERA the Town Manager's PERA exemption election form. If the Town for any reason is required to make PERA contributions for Town Manager, then the Town shall have no obligation to pay any portion of the ICMA-RC 401-A contribution set forth in this Section.

(b) The parties agree that this Agreement supersedes in its entirety the Employment Agreement for Interim Manager dated May 21, 2018 by and between Krieger and the Town and that the \$6,500 the Town had agreed to place in an individual retirement account (IRA) maintained by Krieger, will now be placed into the ICMA-RC 401-A Money Purchase Plan described herein.

10. Deferred Compensation. The Town agrees to pay an amount equal to twelve percent (12%) of the Town Manager's base salary into the ICMA-RC Section 457 Deferred Compensation Plan, subject to contribution limits under federal law. Each payment shall be made on a biweekly basis according to the Town's payroll schedule, with the Town contribution being twelve percent (12%) of the base salary paid for such payroll period, but in no event exceeding contribution limits under federal law. In the event any amount of the Town's twelve percent (12%) contribution would be in excess of the contribution limits under federal law, the excess amount of such twelve percent (12%) contribution will be paid to the Town Manager as salary during that pay period. All of the Town's contribution will be vested to the Town Manager in accordance with the Town's vesting schedule.

11. Use of Town Vehicles. The Town Manager is encouraged to use a Town vehicle when performing Town business, which such use shall be in accordance with the Firestone Employee Handbook. If a suitable Town vehicle is not readily available, the Town Manager may use his personal vehicle for Town-business purposes and he will be reimbursed for his mileage at the current rate established by the IRS. The Town Manager shall maintain on his personal automobile(s) used for performance of his duties auto liability insurance as required by the State of Colorado.

12. Other Terms and Conditions of Employment. (a) The Board of Trustees shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Town Manager, provided such terms and conditions

are not inconsistent with the provisions of this Agreement, the Colorado Revised Statutes, or the Firestone Municipal Code.

(b) It is understood that the provisions of this Agreement shall govern the termination of the Town Manager, rather than the provisions for termination contained in the Town's Employee's Handbook. It is further understood that the rights and obligations contained in said Handbook are not binding upon the Town with respect to the employment of the Town Manager except as expressly enumerated in this Agreement.

13. Dues and Subscriptions. The Town agrees to budget and pay for reasonable professional dues and subscriptions of the Town Manager in CML, ICMA, CCCMA or other professional organizations, which are mutually determined to be for the good of the Town. The Town also agrees to budget and pay for travel and related expenses for the Town Manager which are mutually determined necessary for Town Manager to adequately pursue official and other functions for the Town.

14. Reimbursement of General Expenses. The Town recognizes that certain expenses of a non-personal and job-related nature will be incurred by the Town Manager, and hereby agrees to reimburse reasonable general expenses in accordance with Town policies.

15. Limitations on Professional Activities. Town Manager shall render services to the Town on a full-time basis, without regard to office hours or the Town's normal hours of operation, with such full-time service to include being present at Town offices during normal working hours as well as attendance at Town Board meetings and other appropriate meetings and functions. The Town Manager shall not engage in any non-Town employment activities for compensation without the prior express written consent of the Board of Trustees of the Town. Participation in professional organizations and voluntary programs are encouraged provided they are consistent with the responsibilities of the Town Manager and not detrimental to the Town.

16. Nonsolicitation. Town Manager agrees that, for a period of twelve (12) months after he concludes work for the Town pursuant to this Agreement, (the "Restricted Period"), he will not, directly or indirectly, including through social media, solicit, induce, recruit or encourage any of the Town's employees to terminate, reduce, alter or otherwise change their existing relationship with the Town. A violation of the Section 16 shall entitle the Town to recoup any payments made to Town Manager pursuant to Section 5(b) herein.

17. Funding. Notwithstanding any other provisions contained herein, this Agreement is subject to an annual appropriation by the Board of Trustees of sufficient funds to pay the full amount due, or which may be due hereunder for the following year. Absent a written agreement to the contrary, a failure to appropriate such funds shall constitute a termination for cause pursuant to Section 5 of this Agreement.

18. Constitutionality. The parties hereto do not extend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning.

19. Entire Agreement and Amendments. This Agreement is held to be the entire Agreement of the parties thereto. In addition, this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the Town Manager.

20. Agreement Personal. This Agreement is personal to the parties and may not be assigned.

21. Severability. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.

22. Choice of Law. This Agreement will be governed by Colorado law. Unless waived by the Town in writing for the particular instance at the Town Manager's request, the sole jurisdiction and venue for actions related to the subject matter hereof will be Weld County, Colorado. In the event of any claim, demand or suit arising out of or with respect to this Agreement or the Town Manager's employment, the prevailing party will be entitled to reasonable attorneys' fees and costs incurred (including expert fee), including fees and costs upon appeal.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed effective on the day and year first written above.

TOWN OF FIRESTONE, COLORADO

TOWN MANAGER

By: _____
Bobbi Sindelar, Mayor

Arthur J. Krieger

ATTEST:

Leah Vanarsdall, Town Clerk

PROCLAMATION RECOGNIZING NATIONAL LIBRARY WEEK 2019

WHEREAS, our nation's libraries support free and open access to literacy programs, books, computers, and other resources to help children and adults learn to find, evaluate, and use information they need for jobs, health, housing, education, and other needs; and

WHEREAS, 86% of Colorado Libraries offer access to online homework assistance to help learners bridge the learning gap and reach their school and career goals; and

WHEREAS, Town of Firestone's public, academic, school, and special libraries fulfill the critical role of providing tools to build a literate community for young children, their caregivers, parents and educators; and

WHEREAS, Town of Firestone's libraries offer general internet use training, as well as technical training to help people apply for jobs, gain essential technology skills, and obtain crucial education and life-changing opportunities as part of the 21st century workforce; and

WHEREAS, Town of Firestone's public libraries are often the only free source of Internet access in their communities, providing a vital link for residents to technology, information, and facts about the world in which we live; and

WHEREAS, libraries provide a space for civic engagement and empowers their communities to make informed decisions by providing free access to information which promotes the free exchange of information and ideas for all; and,

WHEREAS, these roles fulfilled by Town of Firestone libraries support these cornerstones of democracy.

NOW, THEREFORE, on behalf of High Plains Library District let it be it resolved that Mayor, Bobbi Sindelar proclaim National Library Week, April 7-13, 2019. We encourage all residents to visit their local library and explore and engage with your librarians. Because of you, libraries create strong communities.

TOWN OF FIRESTONE

By _____
Bobbi Sindelar, Mayor

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE OF PUBLIC HEARING

IN RE THE COTTONWOOD HOLLOW RESIDENTIAL AND COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICTS, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town of Firestone, Colorado (the “Town”), amended and restated service plans (the “Service Plan Amendments”) for the Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts (the “Districts”).

NOTICE IS HEREBY FURTHER GIVEN that the Town Board of Trustees will hold a public hearing at 7:00 p.m. or soon thereafter, on Thursday, the 13th day of February, 2019, at the Town Hall located at 151 Grant Avenue, Firestone, Colorado 80520 to review the Service Plan Amendments and to form a basis for a resolution approving, disapproving or conditionally approving the Service Plan Amendments.

The Districts’ boundaries are generally described as approximately 196 acres located entirely within the boundaries of the Town east of I-25 at Sable Avenue (WCR22).

The Districts were previously organized as metropolitan districts to finance the construction of certain public improvements for the Cottonwood Hollow residential and commercial developments. The purpose of Service Plan Amendments is to allow the Districts to have potable water authorities, to eliminate the sunset provisions for both Districts, to redefine the purpose and amount of certain regional contribution assessments and to increase the Districts’ bonding capacity based on current projected costs of public improvements. The Districts have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. The mill levy imposed by the Districts for debt service purposes shall not exceed 55.277 mills, except for Gallagher adjustments permitted by law for the residential District. An additional operations and maintenance mill levy of 10.000 mills is authorized to support the operations and maintenance of Districts’ services and public improvements subject to conditions and limitations set forth in the Service Plan Amendments.

NOTICE IS FURTHER GIVEN that any protests or objections to the proposed Service Plan Amendments must be submitted in writing to the Board of Trustees of the Town at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to Service Plan Amendments, as proposed, shall be deemed waived unless presented in writing at the time and manner specified above.

BY ORDER OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE.

Publish on: Thursday, January 24, 2019
Publish in: Longmont Daily Times-Call

**AMENDED AND RESTATED SERVICE PLAN
FOR
COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT**

TOWN OF FIRESTONE, COLORADO

Prepared
by
Miller & Associates Law Offices, LLC
1641 California St Suite 300
Denver CO 80202

Submittal Date:
April 5, 2019

DOCUMENT REVISION HISTORY

Original submission:	April 9, 2018	
First Revision:	June 22, 2018	(Addition of HOA powers)
Second Revision:	October 8, 2018	(Response to comments from S. Light)
Third Revision:	January 17, 2019	(Revisions to Regional Improvements)
Fourth Revision:	March 21, 2019	(Updated Fees)
Fifth Revision:	April 3, 2019	(Fees made subject to IGA)

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EXHIBIT B	Initial Boundary Map and Legal Description
EXHIBIT C	Inclusion Area Boundary Map and Legal Description
EXHIBIT D	Financial Plan
EXHIBIT E	Capital Plan - List of Public Improvements
EXHIBIT F	Indemnification Letters
EXHIBIT G	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town. The primary purpose of the District will be to finance the construction of the Public Improvements. The District shall provide ongoing operation and maintenance services as specifically set forth in this Service Plan and in the Intergovernmental Agreement between the Town and the District.

This Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated that the District will cooperate with the Cottonwood Hollow Commercial Metropolitan District on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that this District will have its own particular infrastructure needs.

B. Need for the District.

There were not at the time of formation of the District nor are there currently other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the Service Plan.

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy, as the same may be increased as set forth in Section V.C.1; by Fees as limited by Section V.A.19; and/or by Special Assessments as set forth in Section V.A.20.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide the Public Improvements associated with development pursuant to the Approved Development Plan. Except for the Operation and Maintenance Costs the District is authorized to pay in accordance with Section VII.H herein, operation and maintenance services are allowed only through the Intergovernmental Agreement with the Town.

The District shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the District has ongoing operation and maintenance functions authorized under an Intergovernmental Agreement with the Town, the District shall not be required to dissolve but shall retain only the power necessary to impose and collect taxes (subject to the Maximum Operation and Maintenance Mill Levy), Special Assessments or Fees in amounts necessary to

pay for those Operation and Maintenance Costs. Additionally, if the Board of Directors of the District determines that the existence of that District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of that District shall promptly effectuate the dissolution of that District.

The District shall be authorized to finance the Public Improvements that can be funded from Debt which is to be repaid from Fees, Special Assessments or tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy, as well as other legally available sources of revenue, and to maintain certain of the Public Improvements as set forth in the Intergovernmental Agreement with the Town. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with revenues from the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy, Fees and Special Assessments, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

With regard to Regional Improvements, this Service Plan and the Intergovernmental Agreement also provide for the District to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

D. Organizers and Consultants. This Service Plan has been prepared by the following:

Organizers

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Littleton CO 80120
Wendell@paragoneng.com

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan, subdivision development agreement or other land use application process established by the Town for the Project as approved in its final form by the Town pursuant to the Town Code, as may be amended from time to time pursuant to the Town Code, that identifies, among other

things, the Public Improvements necessary for facilitating development of property within the Service Area.

Board: means the board of directors of the District.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

C.R.S. means the Colorado Revised Statutes, as the same may be amended from time to time.

Debt: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple fiscal year obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, collect Fee revenue, and/or levy Special Assessments.

District: means Cottonwood Hollow Residential Metropolitan District.

Districts: means the District and Cottonwood Hollow Commercial Metropolitan District, collectively.

District Boundaries: means the property within the Initial Boundaries, together with any portion of the property within the Inclusion Area Boundaries that may be included from time to time pursuant to Section 32-1-401, et seq, C.R.S.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt. If the District has engaged a municipal adviser that meets the foregoing criteria and has a fiduciary duty to the District, the municipal adviser may fill the role of the External Financial Advisor.

Fees: means any fee, rate, toll, penalty or charge imposed or received by the District for services, programs or facilities provided by the District, as described in Section V.A.19 below.

Financial Plan: means the Financial Plan described in Section VII and attached as **Exhibit D** which describes (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area proposed for inclusion within the boundaries of the District, described in the Inclusion Area Boundary Map and Legal Description attached hereto as **Exhibit C**, which proposed area is contained within the Project as outlined in the Approved Development Plan.

Initial Boundaries: means the boundaries of the District's area described in the Initial Boundary Map and Legal Description, attached hereto as **Exhibit B**.

Initial Debt: means the first Debt issued by the District.

Initial Debt Issuance Deadline: means the date that is five years after the Town's approval of an Approved Development Plan and shall be the date by which the District initiates its Initial Debt issuance in accordance with Section V.A.15 below.

Intergovernmental Agreement: means the intergovernmental agreement between the District and the Town, a form of which is attached hereto as **Exhibit G**. The Intergovernmental Agreement may be amended from time to time by the District and the Town.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C.1 below.

Maximum Operation and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Operation and Maintenance Costs, as set forth in Section VII.C.2 below.

Maximum Aggregate Mill Levy: means, for each District, the maximum combined mill levy the District is permitted to impose upon the taxable property within the District for payment of all expenses categories, including but limited to Debt, capital costs, organizational costs, and Operation and Maintenance Costs, except that the Maximum Aggregate Mill Levy shall not include the mill levy for Regional Improvements as established under the Intergovernmental Agreement. The Maximum Aggregate Mill Levy is set forth in Section VII.C.3 below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the

foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Costs: means (1) planning and design costs of Public Improvements identified by the District as being payable from its operation and maintenance mill levy; (2) the costs of repair, replacement and depreciation of the Public Improvements; (3) the costs of any covenant enforcement and design review services the District may provide; and (4) the costs of ongoing administrative, accounting and legal services to the District.

Organizational Costs: means the estimated initial cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, as set forth in Section VII.H below, which Organizational Costs are eligible for reimbursement out of Debt proceeds.

Project: means the development or property commonly referred to as Cottonwood Hollow.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the District as generally described in the Special District Act and in accordance with the Approved Development Plan, except as specifically limited in Section V below, which improvements benefit the property within the Project, the District Boundaries and/or the Service Area, and which improvements will serve the future taxpayers and inhabitants of the property within the Project, the District Boundaries and/or the Service Area, as determined by the Boards of the District.

Regional Improvements: means improvements or facilities that benefit the property within or without the District Boundaries and/or the Service Area and which are to be financed pursuant to Section VI below, and which are more particularly set forth in the Intergovernmental Agreement or a separate intergovernmental agreement between the Town and the District.

Service Area: means the Initial Boundaries and the Inclusion Area Boundaries.

Service Plan: means this amended and restated service plan for the District approved by Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Board in accordance with the Town's ordinance and the applicable state law.

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A.20 below.

Special District Act: means Title 32, Article 1 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property which is subject to ad valorem taxes imposed by the District.

Town: means the Town of Firestone, Colorado.

Town Board: means the Town Board of Trustees of the Town of Firestone, Colorado.

Town Code: means the Town Code of the Town of Firestone, Colorado.

Total Debt Limit: means Thirty Million Dollars (\$30,000,000.00) which Total Debt Limit includes all Debt issued by the District for Public Improvements and Regional Improvements.

III. BOUNDARIES

A Vicinity Map depicting the Project is attached hereto as **Exhibit A**. The area of the Initial Boundaries includes approximately 146.03 acres, and the legal description and map of the Initial Boundaries are set forth in **Exhibit B**. The Inclusion Area Boundary Map and Legal Description, depicting the property which may be included within the District, is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Section V below.

IV. PROPOSED LAND USE, PROJECTED POPULATION PROJECTIONS AND CURRENT ASSESSED VALUATION

The property within the Service Area consists of approximately 216.168 acres of land, currently undeveloped but with approved Planned Unit Development. The population of the Service Area at build-out is estimated to be approximately 2,663 people. The current assessed valuation of the property within the Service Area is Twenty-Four Million Eight Hundred Fifty Thousand Nine Hundred Twenty Dollars (\$24,850,920) for purposes of this Service Plan, and the assessed value of the property within the Service Area at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as **Exhibit D**.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Service Area, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, which approvals shall be as set forth in an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the developer, landowner or subdivider of any property within the Service Area, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the applicable Approved Development Plan, the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services as such power and authority is described in the Special District Act and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein, in the Approved Development Plan, and in the Intergovernmental Agreement.

1. Operation and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan, the Intergovernmental Agreement, and other rules and regulations of the Town and applicable provisions of the Town Code. No District shall be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to the Intergovernmental Agreement with the Town. If the District is authorized in the Intergovernmental Agreement to operate and maintain any parks or trails, then unless otherwise expressly specified in the Intergovernmental Agreement, all such parks and trails shall be open to the general public free of charge. Notwithstanding the foregoing, the District may provide covenant enforcement, design review services and other services to the residents, owners and taxpayers within the District pursuant to and in accordance with § 32-1-1004(8) C.R.S. The District may impose a mill levy, Special Assessments and/or Fees to pay for Operation and Maintenance Costs in accordance with Section VII.H below.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town and with Firestone Fire Protection District. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to the Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain, or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Limitation on Extraterritorial Service. The District shall be authorized to provide services or facilities outside the District Boundaries or to establish fees, rates, tolls, penalties or charges for any services or facilities only in accordance with an

Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities shall be constructed except pursuant to the Intergovernmental Agreement and that no such facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

6. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The District will obtain the approval of civil engineering plans from the appropriate jurisdiction and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements. The District shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements.

8. Growth Limitations. The Town shall not be limited in implementing Board or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue.

9. Conveyance. The District agrees to convey to the Town, upon written notification from the Town and at no cost to the Town, any interest in real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage, so long as such conveyance does not interfere with the District's ability to construct, operate and/or maintain Public Infrastructure, as the same may be limited by this Service Plan.

10. Eminent Domain. The District shall not be authorized to exercise, nor shall it use the power of eminent domain, except as otherwise provided pursuant to an intergovernmental agreement with the Town.

11. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop potable water rights or resources except for the sole purpose of transferring such water rights to the Town or to another governmental entity at the direction of the Town. The District may be permitted to construct, finance, operate and maintain a non-potable water system for the development and may be permitted to own, manage, adjudicate and develop the non-potable water rights which will be used in such non-potable system, only if required or authorized by an intergovernmental agreement with the Town, separate and distinct from the Intergovernmental Agreement.

12. Inclusion Limitation. Without prior written notice to the Town, the District shall not include into its boundaries any property except the property within the Inclusion Area Boundaries. No property will be included within the District at any time unless such property has been annexed into the Town's corporate limits. No property in the

Inclusion Area shall be included into the District unless a concurrent exclusion from Cottonwood Hollow Commercial Metropolitan District is also processed. It is the intent of this provision that property within the Service Area be included only within one of the Districts.

13. Exclusion Limitation. The District may exclude from its boundaries any property within the District Boundaries so long as the excluded property is concurrently included into the Cottonwood Hollow Commercial Metropolitan District. Any other exclusion shall require the prior written notice to and approval by the Town. No District shall exclude from its boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another district that has been or will be formed under the Special District Act, without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

14. Overlap Limitation. The boundaries of the District shall not overlap with the Cottonwood Hollow Commercial Metropolitan District if such overlap will cause the District's mill levy to exceed the Maximum Debt Mill Levy or the Maximum Operation and Maintenance Mill Levy.

15. Initial Debt Limitation. The District shall make its best efforts to initiate the issuance of its Initial Debt prior to the Initial Debt Issuance Deadline. This requirement does not mandate that the issuance of the Initial Debt be sized to utilize the entirety of the District's Total Debt Issuance Limitation (as defined below). The District shall not be prohibited from completing the issuance of the Initial Debt after the Initial Debt Issuance Deadline, so long as the issuance of the Initial Debt commenced prior to the Initial Debt Issuance Deadline. Should the District fail to initiate the issuance of the Initial Debt prior to the Initial Debt Issuance Deadline, the District shall seek, and obtain, a written extension of the Initial Debt Issuance Deadline.

16. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Limit.

17. Sales and Use Tax. The District shall not exercise its Town sales and use tax exemption.

18. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except pursuant to the Intergovernmental Agreement. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

19. Consolidation Limitation. No District shall file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

20. Subdistrict Limitation. No District shall create any subdistrict pursuant to Section 32-1-1101, C.R.S. without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

21. Fees. If authorized in the Intergovernmental Agreement, the District may impose and collect Fees for services, programs or facilities furnished by the District, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance Costs and for the payment of any indebtedness of the District.

22. Special Assessments. If authorized in the Intergovernmental Agreement, the District may establish one or more special improvement districts within its District Boundaries and may levy a Special Assessment with the special improvement district in order to finance all or part of the costs of any Public Improvements to be constructed or installed that the District is authorized to finance.

23. Revenue Bonds Limitation. Revenue Bonds are bonds payable in whole or in part from revenues other than the District's property and specific ownership taxes. Revenue Bonds do not include bonds issued by one of the Districts to which the other one of the Districts has pledged its property and/or specific ownership taxes. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Board of Trustees, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If it is determined by the Board of Trustees that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds. If it is determined by the Board of Trustees that such issuance does not constitute a material modification of the Service Plan, the Board of Trustees may issue a resolution to that effect, after receipt of which the District may proceed with such issuance without need for approval of a material modification of the Service Plan. The Town Board shall make its determination in writing to the District within ten (10) business days after submittal of the information by the District, unless the Town and District mutually agree to a different date. Failure of the Town timely to provide a determination shall be deemed consent to the issuance of the revenue bonds.

24. Public Improvement Fee and Sales Tax Limitation. The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except as provided pursuant to an agreement with the Town approved by the Town Board.

25. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy, and Fees have been established under the authority of the Town to approve a Service Plan pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by any District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, thus necessitating a material modification that must be submitted to the Town for its consideration as a Service Plan Amendment.

26. Reimbursement Agreement. If any District utilizes reimbursement agreements to obtain reimbursements from third-party developers or adjacent landowners for costs of improvements that benefit third-party landowners, such agreements shall be done in accordance with Town Code. If a reimbursement agreement exists or is entered into for an improvement financed by the District, any and all resulting reimbursements received for such improvement shall be deposited in the District’s debt service fund and used for the purpose of retiring the District’s debt.

27. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of any District which violates the limitations set forth in V.A. above or in VII.C or VII.D shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the District; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer’s opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit E**. The District shall be authorized to construct Public Improvements that shall be more specifically defined in each applicable Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees. The estimated the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on

the property in the property within the District and is approximately Thirty-Seven Million Six Hundred Sixty-Three Thousand Three Hundred Forty One Dollars (\$37,663,341.00).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, if the Districts collectively undertake the financing and construction of Public Improvements, then the Districts shall enter into one or more intergovernmental agreements with each other that shall govern the relationships between and among them with respect to the financing, construction and operation of the Public Improvements. The Districts will establish a mechanism whereby any one or both of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

VI. REGIONAL IMPROVEMENTS

If authorized in the Intergovernmental Agreement establishing the terms and conditions for the provision of Regional Improvements, the District shall be authorized and required to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and to contribute to the funding of the Regional Improvements, and to fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the Regional Improvements obligations, and the District shall have the authority impose a mill levy established under the Intergovernmental Agreement and to issue Debt for Regional Improvements in an aggregate amount not to exceed the Debt limit set forth in the Intergovernmental Agreement. The Maximum Debt Mill Levy set forth below in Section VII.C below shall not include the mill levy imposed for the payment of the costs of the planning, design, permitting, construction, acquisition and financing of the Regional Improvements described in the Intergovernmental Agreement, and which is established under the Intergovernmental Agreement. However, the Debt limit set forth in the Intergovernmental Agreement, when added to the Debt Limit for the Public Improvements set forth in Section VII.A below, shall not exceed the Total Debt Limit. Any Debt issued by the District pursuant to this Section VI must be issued in compliance with and all requirements of State law, and shall comply with the debt parameters set forth in Section VII.D, below.

The proponents of the District acknowledge and agree that the provisions in this Service Plan and the Intergovernmental Agreement for the District's participation in Regional Improvements are material considerations in, and conditions of the Town's approval of this Service Plan, and the Town has relied thereon in approving this Service Plan. The failure to comply with this Section VI shall be deemed a material modification of this Service Plan and a breach of the terms of the Intergovernmental Agreement.

The Town agrees to use the Regional Improvement Contribution amounts for public facilities within the boundaries of the District which benefit the District's residents and taxpayers, as prioritized and determined by the Town.

VII. FINANCIAL PROVISIONS

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the District. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operation and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees as provided in Section 32-1-1001(l), C.R.S., as amended from time to time and as limited by Section V.A.19 above, and the District may impose Special Assessments as provided in Section 32-1-1101.7, C.R.S. and in accordance with Section V.A.20, above.

The Financial Plan for the District, which is attached hereto as **Exhibit D**, reflects that the District will issue no more Debt than that District can reasonably expect to pay from revenues derived from the Maximum Debt Mill Levy, Fees, Special Assessments and other legally available revenues. The aggregate amount of Debt the District shall be permitted to issue for the Public Improvements, except for the Regional Improvements, but including any Debt for Public Improvements to be constructed to serve any special improvement district, shall not exceed Twenty Eight Million Five Hundred Thousand Dollars (\$28,500,000.00) and the District may issue such Debt on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. The Debt limit set forth in this Section VII.A., when added to the Debt limit for the Regional Improvements set forth in Section VI above, shall not exceed the Total Debt Limit.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. All debt-related election ballot questions shall be drafted so as to limit the District's debt service mill levy to the Maximum Debt Mill Levy. Prior to any election to authorize the issuance of debt, the District shall cause a letter prepared by an attorney in the State of Colorado to be provided to the Town opining that election questions related to the Debt include the limitations in this paragraph. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan and shall entitle the Town to all remedies available at law and in equity, including the remedies provided for in Section VII.D.4, below.

C. Mill Levies.

1. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation.

At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board of Directors at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The Maximum Operation and Maintenance Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Operation and Maintenance Costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy shall be ten (10) mills. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.

3. The Maximum Aggregate Mill Levy (which shall be adjusted to reflect any Mill Levy Adjustment in the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy) shall be the maximum combined mill levy a District is permitted to impose upon the taxable property within the District for payment of all expense categories, including but not limited to Debt, capital costs, organizational costs, and Operation and Maintenance Costs, and shall be 65.277 mills until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Aggregate Mill Levy. The foregoing notwithstanding, any action taken by the District to increase the Maximum Debt Mill Levy must be taken in accordance with Section VII.C.1, above.

D. Debt Parameters.

1. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. On or before the effective date of approval of an Approved Development Plan by the Town, no District shall: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by

transfer of funds from the operating fund to the Debt service funds; (c) impose and collect any Fees used for the purpose of repayment of Debt, or (d) levy any Special Assessments.

2. No District shall pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations, nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

3. The District shall not issue Debt in excess of the Total Debt Limit, which Total Debt Limit includes any Debt issued for Public Improvements and Regional Improvements; provided that the foregoing shall not include the principal amount of Debt which has been refunded or which is a contractual pledge of taxes or other revenue from the District to another District.

4. Any Debt issued by the District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy (subject to the Mill Levy Adjustment) shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment. The Town shall be entitled to all remedies available at law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Privately Placed Debt Limitation.

Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, a District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of that District's Board, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and the Intergovernmental Agreement.

H. District's Organizational Costs and Operation and Maintenance Costs.

The District's Organizational Costs, including the estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations are eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for Operation and Maintenance Costs including administration and to plan and cause the Public Improvements to be constructed and maintained, and for ongoing administrative, accounting and legal costs. The operating budget for the District is set forth in the Financing Plan.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Clerk within six months of the close of the fiscal year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.

3. A summary of any litigation which involves the Public Improvements as of December 31 of the prior year.

4. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town or other service provider providing service to the property in the District, as of December 31 of the prior year.

6. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

7. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

8. Any alteration or revision of the proposed schedule of Debt issuance set forth in the Financial Plan.

IX. DISSOLUTION

Upon an independent determination of the Town Board that the purposes for which the District was created have been accomplished, the District shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the District has ongoing operation and maintenance functions authorized under an Intergovernmental Agreement with the Town, the District shall not be required to dissolve but shall retain only the power necessary to impose and collect taxes (subject to the Maximum Operation and Maintenance Mill Levy), Special Assessments or Fees in amounts necessary to pay for those Operation and Maintenance Costs. Additionally, if the Board of Directors of the District determines that the existence of that District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of the District shall promptly effectuate the dissolution of that District.

X. DISCLOSURE NOTICES

The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall annually record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the Intergovernmental Agreement required by the Town Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit G**. The District shall approve the Intergovernmental Agreement at its first Board meeting after its organizational election, and shall upon approval deliver the executed Intergovernmental Agreement to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein

shall constitute a material modification and shall require a Service Plan Amendment. The Intergovernmental Agreement may be amended from time to time by the District and the Town, and may include written consents and agreements of the Town as required throughout this Service Plan (*e.g.*, amendments to address the District's imposition of Fees for services, programs or facilities furnished by the District pursuant to Section V.A.19 ("Fee Amendments")). Alternatively, such written consents of the Town may be obtained by the District without amending the Intergovernmental Agreement, and the Town and the District may execute additional written agreements concerning matters set forth in this Service Plan. In the event that the District proposes any Fee Amendment to the Town, the Town Board shall make its determination as to such Fee Amendment in writing to the District within forty-five (45) days after submittal of the Fee Amendment by the District, unless the Town and District mutually agree to a different date.

If the Districts collectively fund Public Improvements, then the Districts will also enter into an intergovernmental agreement regarding the functions and services to be provided by each of the Districts, and the mechanisms to be used by the Districts for the sharing of costs of Public Improvements. Full and complete executed copies of such intergovernmental agreement and all amendments thereto, as well as all other intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of this Service Plan, shall be submitted to the Town upon execution, and all such intergovernmental agreements and amendments thereto shall comply with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements.

No intergovernmental agreements other than the Intergovernmental Agreement and the District's intergovernmental agreements are anticipated. Except for such Intergovernmental Agreement with the Town, any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review and approval by the Town prior to its execution by the District. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements.

XII. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that any District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may pursue for such violation all remedies available at law or in equity, including without limitation affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waive the provisions of Section 32-1-207(3)(b), C.R.S., and agree they will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XIII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

**AMENDED AND RESTATED SERVICE PLAN
FOR
COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT**

TOWN OF FIRESTONE, COLORADO

Prepared
by
Miller & Associates Law Offices, LLC
1641 California St Suite 300
Denver CO 80202

Submittal Dates:
April 9, 2018 (Original Submission)
February 11, 2019 (Revised Submission)
March 21, 2019 (Second Revised Submission)
April 5, 2019 (Third Revised Submission)

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EXHIBIT A	Vicinity Map
EXHIBIT B	Initial Boundary Map and Legal Description
EXHIBIT C	Inclusion Area Boundary Map and Legal Description
EXHIBIT D	Financial Plan
EXHIBIT E	Capital Plan - List of Public Improvements
EXHIBIT F	Indemnification Letters
EXHIBIT G	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town. The primary purpose of the District will be to finance the construction of the Public Improvements. The District shall provide ongoing operation and maintenance services as specifically set forth in this Service Plan and in the Intergovernmental Agreement between the Town and the District. The District was originally organized in 2004, and the original Service Plan has been amended twice. This Amended and Restated Service Plan will replace the original Service Plan and the First and Second Amendments to the original Service Plan in their entirety.

This Amended and Restated Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated that the District will cooperate with the Cottonwood Hollow Commercial Metropolitan District on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that this District will have its own particular infrastructure needs.

B. Need for the District.

There were not at the time of formation of the District nor are there currently other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the Service Plan.

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy, as the same may be increased as set forth in Section V.C.1; by Fees as limited by Section V.A.19; and/or by Special Assessments as set forth in Section V.A.20.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide the Public Improvements associated with development pursuant to the Approved Development Plan. Except for the Operation and Maintenance Costs the District is authorized to pay in accordance with Section VII.H herein, operation and maintenance services are allowed only through the Intergovernmental Agreement with the Town.

The District shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the District has ongoing operation and maintenance functions authorized under an Intergovernmental Agreement with the Town, the District shall not be required to dissolve but

shall retain only the power necessary to impose and collect taxes (subject to the Maximum Operation and Maintenance Mill Levy), Special Assessments or Fees in amounts necessary to pay for those Operation and Maintenance Costs. Additionally, if the Board of Directors of the District determines that the existence of that District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of that District shall promptly effectuate the dissolution of that District.

The District shall be authorized to finance the Public Improvements that can be funded from Debt which is to be repaid from Fees, Special Assessments or tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy, as well as other legally available sources of revenue, and to maintain certain of the Public Improvements as set forth in the Intergovernmental Agreement with the Town. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with revenues from the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy, Fees and Special Assessments, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

With regard to Regional Improvements, this Service Plan and the Intergovernmental Agreement also provide for the District to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

D. Organizers and Consultants. This Service Plan has been prepared by the following:

Organizers

Mortgage Consultants, LLC
8400 E Prentice Avenue #670
Greenwood Village CO 80111
mgrant@trail-ridge.com

District Counsel

Miller & Associates Law Offices, LLC
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Financial Advisor or Underwriter

DA Davidson & CO
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Denver CO 80202
zbishop@dadco.com

Engineers

Paragon Engineering Consultants, Inc.
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Littleton CO 80120
Wendell@paragoneng.com

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan, subdivision development agreement or other land use application process established by the Town for the Project as approved in its final form by the Town pursuant to the Town Code, as may be

amended from time to time pursuant to the Town Code, that identifies, among other things, the Public Improvements necessary for facilitating development of property within the Service Area.

Board: means the board of directors of the District.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

C.R.S. means the Colorado Revised Statutes, as the same may be amended from time to time.

Debt: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple fiscal year obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, collect Fee revenue, and/or levy Special Assessments.

District: means Cottonwood Hollow Commercial Metropolitan District.

Districts: means the District and Cottonwood Hollow Residential Metropolitan District, collectively.

District Boundaries: means the property within the Initial Boundaries, together with any portion of the property within the Inclusion Area Boundaries that may be included from time to time pursuant to Section 32-1-401, et seq, C.R.S.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt. If the District has engaged a municipal adviser that meets the foregoing criteria and has a fiduciary duty to the District, the municipal adviser may fill the role of the External Financial Advisor.

Fees: means any fee, rate, toll, penalty or charge imposed or received by the District for services, programs or facilities provided by the District, as described in Section V.A.19 below.

Financial Plan: means the Financial Plan described in Section VII and attached as **Exhibit D** which describes (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area proposed for inclusion within the boundaries of the District, described in the Inclusion Area Boundary Map and Legal Description attached hereto as **Exhibit C**, which proposed area is contained within the Project as outlined in the Approved Development Plan.

Initial Boundaries: means the boundaries of the District's area described in the Initial Boundary Map and Legal Description, attached hereto as **Exhibit B**.

Initial Debt: means the first Debt issued by the District.

Initial Debt Issuance Deadline: means the date that is ten years after the Town's approval of an Approved Development Plan and shall be the date by which the District initiates its Initial Debt issuance in accordance with Section V.A.15 below.

Intergovernmental Agreement: means the intergovernmental agreement between the District and the Town, a form of which is attached hereto as **Exhibit G**. The Intergovernmental Agreement may be amended from time to time by the District and the Town.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C.1 below.

Maximum Operation and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Operation and Maintenance Costs, as set forth in Section VII.C.2 below.

Maximum Aggregate Mill Levy: means, for each District, the maximum combined mill levy the District is permitted to impose upon the taxable property within the District for payment of all expenses categories, including but limited to Debt, capital costs, organizational costs, and Operation and Maintenance Costs, except that the Maximum Aggregate Mill Levy shall not include the mill levy for Regional Improvements as established under the Intergovernmental Agreement. The Maximum Aggregate Mill Levy is set forth in Section VII.C.3 below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination

to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Costs: means (1) planning and design costs of Public Improvements identified by the District as being payable from its operation and maintenance mill levy; (2) the costs of repair, replacement and depreciation of the Public Improvements; (3) the costs of any covenant enforcement and design review services the District may provide; and (4) the costs of ongoing administrative, accounting and legal services to the District.

Organizational Costs: means the estimated initial cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, as set forth in Section VII.H below, which Organizational Costs are eligible for reimbursement out of Debt proceeds.

Project: means the development or property commonly referred to as Cottonwood Hollow.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the District as generally described in the Special District Act and in accordance with the Approved Development Plan, except as specifically limited in Section V below, which improvements benefit the property within the Project, the District Boundaries and/or the Service Area, and which improvements will serve the future taxpayers and inhabitants of the property within the Project, the District Boundaries and/or the Service Area, as determined by the Boards of the District.

Regional Improvements: means improvements or facilities that benefit the property within or without the District Boundaries and/or the Service Area and which are to be financed pursuant to Section VI below, and which are more particularly set forth in the Intergovernmental Agreement or a separate intergovernmental agreement between the Town and the District.

Service Area: means the Initial Boundaries and the Inclusion Area Boundaries.

Service Plan: means this amended and restated service plan for the District approved by Town Board, which Service Plan replaces in their entirety the original service plan, together with the first and second amendments to the original service plan.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Board in accordance with the Town's ordinance and the applicable state law.

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A.20 below.

Special District Act: means Title 32, Article 1 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property which is subject to ad valorem taxes imposed by the District.

Town: means the Town of Firestone, Colorado.

Town Board: means the Town Board of Trustees of the Town of Firestone, Colorado.

Town Code: means the Town Code of the Town of Firestone, Colorado.

Total Debt Limit: means Twenty Million Five Hundred Thousand Dollars (\$20,500,000.00) which Total Debt Limit includes all Debt issued by the District for Public Improvements and Regional Improvements.

III. BOUNDARIES

A Vicinity Map depicting the Project is attached hereto as **Exhibit A**. The area of the Initial Boundaries includes approximately 49.52 acres, and the legal description and map of the Initial Boundaries are set forth in **Exhibit B**. The Inclusion Area Boundary Map and Legal Description, depicting the property which may be included within the District, is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Section V below.

IV. PROPOSED LAND USE, PROJECTED POPULATION PROJECTIONS AND CURRENT ASSESSED VALUATION

The property within the Service Area consists of approximately 216.168 acres of land, currently undeveloped but with approved Planned Unit Development. The population of the Service Area at build-out is estimated to be approximately 2,663 people. The current assessed valuation of the property within the Service Area is Twenty Million Four Hundred Thousand Five Hundred Ninety Dollars (\$20,400,590) for purposes of this Service Plan, and the assessed value of the property within the Service Area at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as **Exhibit D**.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Service Area, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, which approvals shall be as set forth in an Approved Development Plan. Property within the Service Area may have previously been approved for development by the Town.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the developer, landowner or subdivider of any property within the Service Area,

or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the applicable Approved Development Plan, the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services as such power and authority is described in the Special District Act and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein, in the Approved Development Plan, and in the Intergovernmental Agreement.

1. Operation and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan, the Intergovernmental Agreement, and other rules and regulations of the Town and applicable provisions of the Town Code. No District shall be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to the Intergovernmental Agreement with the Town. If the District is authorized in the Intergovernmental Agreement to operate and maintain any parks or trails, then unless otherwise expressly specified in the Intergovernmental Agreement, all such parks and trails shall be open to the general public free of charge. Notwithstanding the foregoing, the District may provide covenant enforcement, design review services and other services to the residents, owners and taxpayers within the District pursuant to and in accordance with § 32-1-1004(8) C.R.S. The District may impose a mill levy, Special Assessments and/or Fees to pay for Operation and Maintenance Costs in accordance with Section VII.H below.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town and with Firestone Fire Protection District. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to the Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain, or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste

disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Limitation on Extraterritorial Service. The District shall be authorized to provide services or facilities outside the District Boundaries or to establish fees, rates, tolls, penalties or charges for any services or facilities only in accordance with an Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities shall be constructed except pursuant to the Intergovernmental Agreement and that no such facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

6. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The District will obtain the approval of civil engineering plans from the appropriate jurisdiction and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements. The District shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements.

8. Growth Limitations. The Town shall not be limited in implementing Board or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue.

9. Conveyance. The District agrees to convey to the Town, upon written notification from the Town and at no cost to the Town, any interest in real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage, so long as such conveyance does not interfere with the District's ability to construct, operate and/or maintain Public Infrastructure, as the same may be limited by this Service Plan.

10. Eminent Domain. The District shall not be authorized to exercise, nor shall it use the power of dominant eminent domain, except as otherwise provided pursuant to an intergovernmental agreement with the Town.

11. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop potable water rights or resources except for the sole purpose of transferring such water rights to the Town or to another governmental entity at the direction of the Town. The District may be permitted to construct, finance, operate and maintain a non-potable water system for the development and may be permitted to own, manage, adjudicate and develop the non-potable water rights which will be used in such non-potable system, only if

required or authorized by an intergovernmental agreement with the Town, separate and distinct from the Intergovernmental Agreement.

12. Inclusion Limitation. Without prior written notice to the Town, the District shall not include into its boundaries any property except the property within the Inclusion Area Boundaries. No property will be included within the District at any time unless such property has been annexed into the Town's corporate limits. No property in the Inclusion Area shall be included into the District unless a concurrent exclusion from Cottonwood Hollow Commercial Metropolitan District is also processed. It is the intent of this provision that property within the Service Area be included only within one of the Districts.

13. Exclusion Limitation. The District may exclude from its boundaries any property within the District Boundaries so long as the excluded property is concurrently included into the Cottonwood Hollow Commercial Metropolitan District. Any other exclusion shall require the prior written notice to and approval by the Town. No District shall exclude from its boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another district that has been or will be formed under the Special District Act, without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

14. Overlap Limitation. The boundaries of the District shall not overlap with the Cottonwood Hollow Residential Metropolitan District if such overlap will cause the District's mill levy to exceed the Maximum Debt Mill Levy or the Maximum Operation and Maintenance Mill Levy.

15. Initial Debt Limitation. The District shall make its best efforts to initiate the issuance of its Initial Debt prior to the Initial Debt Issuance Deadline. This requirement does not mandate that the issuance of the Initial Debt be sized to utilize the entirety of the District's Total Debt Issuance Limitation (as defined below). The District shall not be prohibited from completing the issuance of the Initial Debt after the Initial Debt Issuance Deadline, so long as the issuance of the Initial Debt commenced prior to the Initial Debt Issuance Deadline. Should the District fail to initiate the issuance of the Initial Debt prior to the Initial Debt Issuance Deadline, the District shall seek, and obtain, a written extension of the Initial Debt Issuance Deadline.

16. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Limit.

17. Sales and Use Tax. The District shall not exercise its Town sales and use tax exemption.

18. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except pursuant to the Intergovernmental Agreement. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

19. Consolidation Limitation. No District shall file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

20. Subdistrict Limitation. No District shall create any subdistrict pursuant to Section 32-1-1101, C.R.S. without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

21. Fees. If authorized in the Intergovernmental Agreement, the District may impose and collect Fees for services, programs or facilities furnished by the District and may from time to time increase or decrease such fees, and may use the revenue from such fees for repayment of Debt, capital costs, or Operation and Maintenance Costs and for the payment of any indebtedness of the District.

22. Special Assessments. If authorized in the Intergovernmental Agreement, the District may establish one or more special improvement districts within its District Boundaries and may levy a Special Assessment with the special improvement district in order to finance all or part of the costs of any Public Improvements to be constructed or installed that the District is authorized to finance.

23. Revenue Bonds Limitation. Revenue Bonds are bonds payable in whole or in part from revenues other than the District's property and specific ownership taxes. Revenue Bonds do not include bonds issued by one of the Districts to which the other one of the Districts has pledged its property and/or specific ownership taxes. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Board of Trustees, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If it is determined by the Board of Trustees that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds. If it is determined by the Board of Trustees that such issuance does not constitute a material modification of the Service Plan, the Board of Trustees may issue a resolution to that effect, after receipt of which the District may proceed with such issuance without need for approval of a material modification of the Service Plan. The Town Board shall make its determination in writing to the District within ten (10) business days after submittal of the information by the District, unless the Town and District mutually agree to a different date. Failure of the Town timely to provide a determination shall be deemed consent to the issuance of the revenue bonds.

24. Public Improvement Fee and Sales Tax Limitation. The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except as provided pursuant to an agreement with the Town approved by the Town Board.

25. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy, and Fees have been established under the

authority of the Town to approve a Service Plan pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by any District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, thus necessitating a material modification that must be submitted to the Town for its consideration as a Service Plan Amendment.

26. Reimbursement Agreement. If any District utilizes reimbursement agreements to obtain reimbursements from third-party developers or adjacent landowners for costs of improvements that benefit third-party landowners, such agreements shall be done in accordance with Town Code. If a reimbursement agreement exists or is entered into for an improvement financed by the District, any and all resulting reimbursements received for such improvement shall be deposited in the District’s debt service fund and used for the purpose of retiring the District’s debt.

27. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of any District which violates the limitations set forth in V.A. above or in VII.C or VII.D shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the District; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer’s opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit E**. The District shall be authorized to construct Public Improvements that shall be more specifically defined in each applicable Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees. The estimated the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was

prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the property within the District, plus the amounts needed to fund the development of water infrastructure and water rights with the Town is Thirty-One Million Seven Hundred Forty-Eight Thousand, Seven Hundred Seventy-Four Dollars (\$31,748,774.00).

All of the Public Improvements will be designed in such a way as to assure that the construction standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, if the Districts collectively undertake the financing and construction of Public Improvements, then the Districts shall enter into one or more intergovernmental agreements with each other that shall govern the relationships between and among them with respect to the financing, construction and operation of the Public Improvements. The Districts will establish a mechanism whereby any one or both of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

VI. REGIONAL IMPROVEMENTS

If authorized in the Intergovernmental Agreement establishing the terms and conditions for the provision of Regional Improvements, the District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and to contribute to the funding of the Regional Improvements, and to fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the Regional Improvements obligations, and the District shall have the authority to impose a mill levy established under the Intergovernmental Agreement and to issue Debt for Regional Improvements in an aggregate amount not to exceed the Debt limit set forth in the Intergovernmental Agreement. The Maximum Debt Mill Levy set forth below in Section VII.C below shall not include the mill levy imposed for the payment of the costs of the planning, design, permitting, construction, acquisition and financing of the Regional Improvements described in the Intergovernmental Agreement, and which is established under the Intergovernmental Agreement. However, the Debt limit set forth in the Intergovernmental Agreement, when added to the Debt Limit for the Public Improvements set forth in Section VII.A below, shall not exceed the Total Debt Limit. Any Debt issued by the District pursuant to this Section VI must be issued in compliance with and all requirements of State law, and shall comply with the debt parameters set forth in Section VII.D, below.

The proponents of the District acknowledge and agree that the provisions in this Service Plan and the Intergovernmental Agreement for the District's participation in Regional Improvements are material considerations in, and conditions of the Town's approval of this Service Plan, and the Town has relied thereon in approving this Service Plan. The failure to

comply with this Section VI shall be deemed a material modification of this Service Plan and a breach of the terms of the Intergovernmental Agreement.

VII. The Town agrees to use the Regional Improvement Contribution amounts for public facilities within the boundaries of the District which benefit the District's residents and taxpayers, as prioritized and determined by the Town. FINANCIAL PROVISIONS

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operation and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees as provided in Section 32-1-1001(l), C.R.S., as amended from time to time and as limited by Section V.A.19 above, and the District may impose Special Assessments as provided in Section 32-1-1101.7, C.R.S. and in accordance with Section V.A.20, above.

The Financial Plan for the District, which is attached hereto as **Exhibit D**, reflects that the District will issue no more Debt than that District can reasonably expect to pay from revenues derived from the Maximum Debt Mill Levy, Fees, Special Assessments and other legally available revenues. The aggregate amount of Debt the District shall be permitted to issue for the Public Improvements, except for the Regional Improvements, but including any Debt for Public Improvements to be constructed to serve any special improvement district, shall not exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000.00) and the District may issue such Debt on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. The Debt limit set forth in this Section VII.A., when added to the Debt limit for the Regional Improvements set forth in Section VI above, shall not exceed the Total Debt Limit.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. All debt-related election ballot questions shall be drafted so as to limit the District's debt service mill levy to the Maximum Debt Mill Levy. Prior to any election to authorize the issuance of debt, the District shall cause a letter prepared by an attorney in the State of Colorado to be provided to the Town opining that election questions related to the Debt include the limitations in this paragraph. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan and shall entitle the Town to all remedies available at law and in equity, including the remedies provided for in Section VII.D.4, below.

C. Mill Levies.

1. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be 50.000 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation.

At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board of Directors at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The Maximum Operation and Maintenance Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Operation and Maintenance Costs, and shall be 50.000 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy shall be ten (10) mills. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.

3. The Maximum Aggregate Mill Levy (which shall be adjusted to reflect any Mill Levy Adjustment in the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy) shall be the maximum combined mill levy a District is permitted to impose upon the taxable property within the District for payment of all expense categories, including but not limited to Debt, capital costs, organizational costs, and Operation and Maintenance Costs, and shall be sixty (60) mills until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Aggregate Mill Levy. The foregoing notwithstanding, any action taken by the District to increase the Maximum Debt Mill Levy must be taken in accordance with Section VII.C.1, above.

D. Debt Parameters.

1. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. On or before the effective date of approval of an Approved Development Plan by the Town, no District shall: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by

transfer of funds from the operating fund to the Debt service funds; (c) impose and collect any Fees used for the purpose of repayment of Debt, or (d) levy any Special Assessments.

2. No District shall pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations, nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

3. The District shall not issue Debt in excess of the Total Debt Limit, which Total Debt Limit includes any Debt issued for Public Improvements and Regional Improvements; provided that the foregoing shall not include the principal amount of Debt which has been refunded or which is a contractual pledge of taxes or other revenue from the District to another District.

4. Any Debt issued by the District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy (subject to the Mill Levy Adjustment) shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment. The Town shall be entitled to all remedies available at law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Privately Placed Debt Limitation.

Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, a District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of that District's Board, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and the Intergovernmental Agreement.

H. District's Organizational Costs and Operation and Maintenance Costs.

The District's Organizational Costs, including the estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations are eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for Operation and Maintenance Costs including administration and to plan and cause the Public Improvements to be constructed and maintained, and for ongoing administrative, accounting and legal costs. The operating budget for the District is set forth in the Financing Plan.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Clerk within six months of the close of the fiscal year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.

3. A summary of any litigation which involves the Public Improvements as of December 31 of the prior year.

4. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town or other service provider providing service to the property in the District, as of December 31 of the prior year.

6. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

7. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

8. Any alteration or revision of the proposed schedule of Debt issuance set forth in the Financial Plan.

IX. DISSOLUTION

Upon an independent determination of the Town Board that the purposes for which the District was created have been accomplished, the District shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the District has ongoing operation and maintenance functions authorized under an Intergovernmental Agreement with the Town, the District shall not be required to dissolve but shall retain only the power necessary to impose and collect taxes (subject to the Maximum Operation and Maintenance Mill Levy), Special Assessments or Fees in amounts necessary to pay for those Operation and Maintenance Costs. Additionally, if the Board of Directors of the District determines that the existence of that District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of the District shall promptly effectuate the dissolution of that District.

X. DISCLOSURE NOTICES

The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall annually record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the Intergovernmental Agreement required by the Town Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit G**. The District shall approve the Intergovernmental Agreement at its first Board meeting after its organizational election, and shall upon approval deliver the executed Intergovernmental Agreement to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein

shall constitute a material modification and shall require a Service Plan Amendment. The Intergovernmental Agreement may be amended from time to time by the District and the Town, and may include written consents and agreements of the Town as required throughout this Service Plan (*e.g.*, amendments to address the District's imposition of Fees for services, programs or facilities furnished by the District pursuant to Section V.A.19 ("Fee Amendments")). Alternatively, such written consents of the Town may be obtained by the District without amending the Intergovernmental Agreement, and the Town and the District may execute additional written agreements concerning matters set forth in this Service Plan. In the event that the District proposes any Fee Amendment to the Town, the Town Board shall make its determination as to such Fee Amendment in writing to the District within forty-five (45) days after submittal of the Fee Amendment by the District, unless the Town and District mutually agree to a different date.

If the Districts collectively fund Public Improvements, then the Districts will also enter into an intergovernmental agreement regarding the functions and services to be provided by each of the Districts, and the mechanisms to be used by the Districts for the sharing of costs of Public Improvements. Full and complete executed copies of such intergovernmental agreement and all amendments thereto, as well as all other intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of this Service Plan, shall be submitted to the Town upon execution, and all such intergovernmental agreements and amendments thereto shall comply with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements.

No intergovernmental agreements other than the Intergovernmental Agreement and the District's intergovernmental agreements are anticipated. Except for such Intergovernmental Agreement with the Town, any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review and approval by the Town prior to its execution by the District. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements.

XII. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that any District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may pursue for such violation all remedies available at law or in equity, including without limitation affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waive the provisions of Section 32-1-207(3)(b), C.R.S., and agree they will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XIII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Public Hearing

Meeting Date: April 10, 2019

Initiated By: Todd Bjerkaas

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT

Resolution 19-31: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT

SUMMARY

The applicant has provided the Town amended and restated service plans for the Cottonwood Hollow Residential and Commercial Metropolitan Districts. Town staff and the Town attorney have reviewed and provided comments to the applicant. The amended and restated service plans attached hereto incorporate these comments. Resolutions approving the amended and restated service plans are attached for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends that the Board approve: Resolution 19-27, a resolution approving the Amended and Restated Service Plan for the Cottonwood Hollow Residential Metropolitan District, and approve Resolution 19-31, a resolution approving the Amended and Restated Service Plan for the Cottonwood Hollow Commercial Metropolitan District. r consideration and action by the Board.

ALTERNATIVES

Board to Give Staff further Directions

ATTACHMENTS

1. 8b - Reso 19-27 Cottonwood Hollow Resi Metro Dist
2. 8b - Reso 19-31 Cottonwood Hollow Comm Metro District

FINANCIAL CONSIDERATIONS

RESOLUTION 19-27

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT

WHEREAS, in 2004, the Board of Trustees of the Town of Firestone received a request to review a service plan for a proposed Metropolitan District entitled the Cottonwood Hollow Residential Metropolitan District (the “District”) to include residential property near I-25 and Sable Avenue; and

WHEREAS, on October 14, 2004, pursuant to statute, the Board of Trustees conducted a public hearing to review the service plan (“Original Service Plan”) for the Cottonwood Hollow Residential Metropolitan District and approved said Original Service Plan; and

WHEREAS, after approval of the service plan, the District was organized pursuant to a court order and decree on December 2, 2004; and

WHEREAS, the Board of Trustees has now received a request to review and approve an Amended and Restated Service Plan for the Cottonwood Hollow Residential Metropolitan District; and

WHEREAS, following notice as required by law, the Board of Trustees conducted a public hearing on the request on April 11, 2019, and now wishes to approve the Amended and Restated Service Plan.

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

Section 1. The Board of Trustees of the Town of Firestone finds that:

- (a) An Amended and Restated Service Plan for the Cottonwood Hollow Residential Metropolitan District was filed in the office of the Planning and Development Department of the Town of Firestone; and
- (b) Pursuant to statute, the Board of Trustees of the Town of Firestone has authority to review the Amended and Restated Service Plan with reference to need, service and economic feasibility; and
- (c) The Board of Trustees of the Town of Firestone has reviewed the Amended and Restated Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and, therefore, has determined to adopt a resolution of approval of the Amended and Restated Service Plan for the proposed Cottonwood Hollow Residential Metropolitan District.

Section 2. Upon consideration of the Amended and Restated Service Plan for the District, and evidence presented at the public hearing on the Amended and Restated Service Plan, the Board of Trustees of the Town of Firestone does find, determine and declare, as required by Section 32-1-203(2), C.R.S., as follows:

- (a) That there is sufficient existing and projected need for organized service in the area to be serviced by the District;
- (b) That the existing service in the area to be served by the District is inadequate for present and projected needs;
- (c) That the District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- (d) That the area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. That pursuant to Section 32-1-204.5(1)(c), C.R.S., the Board of Trustees hereby imposes the following conditions upon its approval of the Service Plan:

(a) The District shall not be authorized to issue Debt until the District has reimbursed the Town for all the charges and fees it has incurred with its attorneys and consultant relating to their review of this Service Plan and in connection with the modification of the Service plan approved herein; and

(b) _____

(c) _____

If any of the above-stated conditions (a) through (c) are not met, the Town may revoke its approval of the Amended and Restated Service Plan by subsequent resolution and pursue all legal and equitable remedies available to it for failure of compliance with such conditions of approval.

Section 4. Upon consideration of the Amended and Restated Service Plan, and all evidence presented at the public hearing on the Amended and Restated Service Plan, the Amended and Restated Service Plan for the Cottonwood Hollow Residential Metropolitan District, as set forth in Exhibit A to this Resolution, is hereby approved, subject to the conditions stated in Section 4 above, in accordance with Section 32-1-204.5(1)(c), C.R.S.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

RESOLUTION 19-31

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT

WHEREAS, in 2004, the Board of Trustees of the Town of Firestone received a request to review a service plan for a proposed Metropolitan District entitled the Cottonwood Hollow Commercial Metropolitan District (the “District”) to include commercial property near I-25 and Sable Avenue; and

WHEREAS, on October 14, 2004, pursuant to statute, the Board of Trustees conducted a public hearing to review the service plan (“Original Service Plan”) for the Cottonwood Hollow Commercial Metropolitan District and approved said Original Service Plan; and

WHEREAS, after approval of the service plan, the District was organized pursuant to a court order and decree on December 2, 2004; and

WHEREAS, by Resolution No. 12-27, adopted October 10, 2012, the Board of Trustees approved the First Amendment to Service Plan for the Cottonwood Hollow Commercial Metropolitan District (the “First Amendment”); and

WHEREAS, by Resolution No. 14-41, adopted June 25, 2014, the Board of Trustees approved the Second Amendment to Service Plan for the Cottonwood Hollow Commercial Metropolitan District (the “Second Amendment”); the original Service Plan, as amended by the First Amendment and Second Amendment, is hereafter referred to as the “Service Plan”; and

WHEREAS, the Board of Trustees has now received a request to review and approve an Amended and Restated Service Plan for the Cottonwood Hollow Commercial Metropolitan District; and

WHEREAS, following notice as required by law, the Board of Trustees conducted a public hearing on the request on April 11, 2019, and now wishes to approve the Amended and Restated Service Plan.

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

Section 1. The Board of Trustees of the Town of Firestone finds that:

- (a) An Amended and Restated Service Plan for the Cottonwood Hollow Commercial Metropolitan District was filed in the office of the Planning and Development Department of the Town of Firestone; and
- (b) Pursuant to statute, the Board of Trustees of the Town of Firestone has authority to review the Amended and Restated Service Plan with reference to need, service and economic feasibility; and

- (c) The Board of Trustees of the Town of Firestone has reviewed the Amended and Restated Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and, therefore, has determined to adopt a resolution of approval of the Amended and Restated Service Plan for the proposed Cottonwood Hollow Commercial Metropolitan District.

Section 2. Upon consideration of the Amended and Restated Service Plan for the District, and evidence presented at the public hearing on the Amended and Restated Service Plan, the Board of Trustees of the Town of Firestone does find, determine and declare, as required by Section 32-1-203(2), C.R.S., as follows:

- (a) That there is sufficient existing and projected need for organized service in the area to be serviced by the District;
- (b) That the existing service in the area to be served by the District is inadequate for present and projected needs;
- (c) That the District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- (d) That the area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. That pursuant to Section 32-1-204.5(1)(c), C.R.S., the Board of Trustees hereby imposes the following conditions upon its approval of the Service Plan:

(a) The District shall not be authorized to issue Debt until the District has reimbursed the Town for all the charges and fees it has incurred with its attorneys and consultant relating to their review of this Service Plan and in connection with the modification of the Service plan approved herein; and

(b) _____

(c) _____

If any of the above-stated conditions (a) through (c) are not met, the Town may revoke its approval of the Amended and Restated Service Plan by subsequent resolution and pursue all legal and equitable remedies available to it for failure of compliance with such conditions of approval.

Section 4. Upon consideration of the Amended and Restated Service Plan, and all evidence presented at the public hearing on the Amended and Restated Service Plan, the Amended and Restated Service Plan for the Cottonwood Hollow Commercial Metropolitan District, as set forth in Exhibit A to this Resolution, is hereby approved, subject to the conditions stated in Section 4 above, in accordance with Section 32-1-204.5(1)(c), C.R.S.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.a.

Discussion/Action

Meeting Date: April 10, 2019

Initiated By: Julie Pasillas

Dept: Public Works/ Parks & Rec

AGENDA TITLE

Resolution 19-22: A RESOLUTION APPROVING PURCHASING OF INSTALLATION SERVICES SCADA SOFTWARE FOR THE PUBLIC WORKS DEPARTMENT

SUMMARY

Resolution 19-22 is for the purchase of installation services for the SCADA software, that will be used to upgrade the existing SCADA software from IS32 to IS64 in the Water department.

HISTORY AND PREVIOUS BOARD ACTION

Staff presented to the Board of Trustees at the work session on January 16, 2019, a list of items that were identified as needing replaced and/or purchased for the Community Resources and Public Works departments. At the February 27, 2019, Board meeting the Board of Trustees approved a Resolution 19-14 for the purchase of the SCADA Iconics 64 software upgrade. At the time, staff had not received the installation service pricing.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-22 a resolution approving the purchase of installation services for SCADA software for the Public Works Department.

ALTERNATIVES

The Board may choose not to approve the resolution and provide Staff with additional direction.

ATTACHMENTS

1. Reso 19-14 Misc PW-CR Vehicles-Equip-Signed
2. 9a - Reso 19-22 PWD SCADA Software Installation

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$8,000.00 for the purchase of installation service. Sufficient funds are available in the General-Public Works fund.

RESOLUTION NO. 19-14

A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (the “Town”) include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, the Board of Trustees desires to purchase vehicles and equipment for the Community Resources Department (“CRD”) and Public Works Department (“PWD”) for the purpose of providing services for the Town related to Parks, Streets, Water and Stormwater; and

WHEREAS, CRD and PWD will purchase the vehicles, equipment and software identified below for an amount not to exceed \$175,000.00; and

WHEREAS, the Town will pay the following amounts for the identified items:

- 2003 Freightliner FL 60 \$50,000.00
- 2019 Diamond T Utility Trailer Qty 3 \$5,000.00/each
- RotoMaster 4000 Blade Sharpener \$7,000.00
- Toro Workman Edger Attachment \$4,000.00
- Toro Workman Tank and Sprayer Attachment \$9,500.00
- Stainless Steel V-Box Spreaders Qty 2 \$29,000.00/each
- SCADA Iconics 64 software upgrade \$5,500.00
- SCADAPack 350 RTU equipment \$5,000.00
- Encom 8.5 Ghz Broadband Radios \$21,000.00

WHEREAS, the Board of Trustees finds that the purchase of the vehicles and equipment as described herein is in the best interest of the Town and its citizens, and the Board of Trustees desires to authorize the purchases.

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

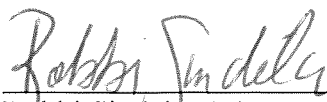
Section 1. The Board of Trustees hereby approves the proposed purchase of vehicles and equipment for CRD as stated in this Resolution.

INTRODUCED, READ AND ADOPTED this 27th day of February, 2019.



ATTEST:

TOWN OF FIRESTONE, COLORADO


Bobbi Sindelar, Mayor

Leah Vanarsdall
Leah Vanarsdall, Town Clerk



RESOLUTION 19-22

A RESOLUTION APPROVING PURCHASING OF INSTALLATION SERVICES SCADA SOFTWARE FOR THE PUBLIC WORKS DEPARTMENTS

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (the “Town”) include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, the Board of Trustees desires to purchase installation services of SCADA software for the Public Works Department (“PWD”) for the purpose of providing services for the Town related to Water; and

WHEREAS, PWD will purchase the equipment identified below for an amount not to exceed \$8,000.00; and

WHEREAS, the Town will pay the following amounts for the identified item:

- PCD installation services of SCDA software for \$8,000.00

WHEREAS, the Board of Trustees finds that the purchase of the equipment as described herein is in the best interest of the Town and its citizens, and the Board of Trustees desires to authorize the purchases.

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

Section 1. The Board of Trustees hereby approves the proposed purchase of installation services for PWD as stated in this Resolution.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.b.

Discussion/Action

Meeting Date: April 10, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-28: A RESOLUTION APPROVING PURCHASING OF SAFETY EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

SUMMARY

Resolution 19-28 is for the purchase of safety equipment, that will be used for confined space entry and fall prevention in the Parks, Irrigation, Streets, Water and Stormwater departments.

HISTORY AND PREVIOUS BOARD ACTION

Staff presented to the Board of Trustees at the work session on January 16, 2019, a list of items that were identified as needing replaced and/or purchased for the Community Resources and Public Works departments. As part of that presentation, Anfeald representative Andy Troccoli spoke with the Board about the Occupational Health and Safety Assessment results. At the January 23, 2019, Board meeting the Board of Trustees approved a service contract with Anfeald to address identified issues, along with provide guidance for an overall safety program.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-28 a resolution approving the purchase of Safety Equipment for the Community Resources and Public Works Departments.

ALTERNATIVES

The Board may choose not to approve the resolution and provide Staff with additional direction.

ATTACHMENTS

1. Resolution 19-28 CRD and PWD Safety Equipment

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$26,000.00 for the purchase of equipment. Sufficient funds are available in the General-Public Works fund.

RESOLUTION NO. 19-28

**A RESOLUTION APPROVING PURCHASING OF SAFETY EQUIPMENT
FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS
DEPARTMENTS**

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (the “Town”) include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, the Board of Trustees desires to purchase equipment for the Community Resources Department (“CRD”) and Public Works Department (“PWD”) for the purpose of providing services for the Town related to Parks, Irrigation, Streets, Water and Stormwater; and

WHEREAS, CRD and PWD will purchase the equipment identified below for an amount not to exceed \$26,000.00; and

WHEREAS, the Town will pay the following amounts for the identified item:

- Ventilation blowers and ducting qty. 2 for \$4,000.00
- Tripod for vertical entry qty. 2 for \$4,600.00
- Falltech full body harness, helmet, slings, and fasteners qty. 6 for \$6,000.00
- Draeger gas detectors, probes, tubing, calibration testing kit qty. 3 for \$11,000.00

WHEREAS, the Board of Trustees finds that the purchase of the equipment as described herein is in the best interest of the Town and its citizens, and the Board of Trustees desires to authorize the purchases.

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

Section 1. The Board of Trustees hereby approves the proposed purchase of equipment for CRD and PWD as stated in this Resolution.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.c.

Discussion/Action

Meeting Date: April 10, 2019

Initiated By: Jessica Clanton

Dept: Finance/Accounting

AGENDA TITLE

Resolution 19-33: A RESOLUTION ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

SUMMARY

On March 27th, members of the Finance Committee reviewed the proposed changes to the Purchasing Policy. The only dollar changes made to the policy were decreases to align more with current practice and other dollar thresholds within the policy. There are no substantive changes being made to the policy or the purchasing guidelines. Along with updating the policy we are streamlining the AP process and will be presenting to the Board, a monthly detailed report of all checks written, along with the Summary of Cash and Investments.

HISTORY AND PREVIOUS BOARD ACTION

The Board adopted the current Purchasing Policy on July 11th, 2018

RECOMMENDATION

Staff recommends that the Board adopt the revised Purchasing Policy

ALTERNATIVES

Board to give staff further direction

ATTACHMENTS

1. 8b - PURCHASING PROCEDURES
2. 8b - Redline Purchasing Policy
3. 8b - Reso 19-33 Purchasing Policy

FINANCIAL CONSIDERATIONS

N/A

PURCHASING PROCEDURES

Use of Policy

This policy and the award of bid and other provisions herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities, including administration of annually appropriated funds, and for the benefit of the Town of Firestone, and confer no rights, duties or entitlements to any bidders or proposers.

Purchasing Levels

<u>Amount</u>	<u>Required Procedures</u>
Less than \$50.00	Complete a "Petty Cash" request form. Petty cash requests require approval from the Department Head. Receipts and excess petty cash must be returned to the Finance Department within three business days of purchase.
\$50.00 to \$5,000.00	Purchases within these amounts must be approved in advance by a Department Head or the Director of Finance, and require the vendor invoice and receiving document when the items are received.
\$5,000.00 to \$25,000.00	Informal Quotation - Verbal quotations are required from a minimum of 3 vendors. The Director of Finance may waive verbal quotation requirements if it is determined that it is not practical or advantageous to the interests of the Town.
\$25,001.00 to \$49,999.00	Formal Quotation - Written quotations are required from a minimum of 3 vendors. The Town Manager or Director of Finance may waive written quotation requirements if it is determined that it is not practical or advantageous to the interests of the Town.
\$50,000.00 and above	This level of purchase requires "Formal Bidding Requirements".
Please note: Purchases of goods or services over \$50,000 require approval from the Board of Trustees. The Town Manager may call for a formal or informal bid on the purchase of any product or service without consideration of dollar amount.	

Bidding

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet competitive bid requirements when imposed by state or federal law, and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value. The Town Manager reserves the right to call for formal or informal bids regardless of the amount to be spent. As used herein, “bidding” shall include an **invitation for bids (IFB), requests for proposals (RFP), or requests for qualifications (RFQ)**. The responsible department director, in consultation with the Finance Department, shall determine when bidding procedures shall utilize a request for bids, request for proposals or request for qualifications, as appropriate.

All purchases of goods or acquisition of services of \$50,000 and over and all purchases of cars, trucks, and heavy equipment shall require formal bidding procedures unless otherwise required by State Statute or the Firestone Municipal Code.

Types of Bids

Formal Bids

Adequate public notice for formal bids, no less than five business days, shall be given prior to the date set for the opening. Notice will include notification of current methods of advertisement on the Town’s website and designated bidding system.

Notices, general instructions, conditions, and specifications shall be mailed, posted to the Town website or otherwise made available to qualified/identified vendors.

All requests for formal bids shall be reviewed and approved by the Town Manager or designee prior to publication.

Steps to complete a formal bid: (unless otherwise stated, responsibility falls on requesting department)

- 1) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance, and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below.
- 2) Prepare all bid documents required for the request for formal bid and public notice. Bid documents shall contain the following information:
 - Where the bidder can obtain bid documents
 - Any costs of bid documents
 - Bid submittal deadline
 - Date, time and location of bid openings
 - Any bond and/or insurance requirements

- Any special requirements
 - A statement to the effect that the Town reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest reliable and responsible bid
 - A statement to the effect that all bids submitted become public information upon bid opening
 - General conditions
 - Minimum specifications
 - Bid proposal form
 - Delivery date or completion date
 - Period of bid validity
 - A statement to the effect that the bidder must submit with its bid a copy of its current contractor/business license(s) issued by the Town of Firestone, or obtain same prior to any award if bidder is the successful bidder
- 3) If any bonds, insurance, or contracts are required or are waived, obtain Town Attorney's approval. See bonding and insurance requirements listed in the Purchasing Policy.
 - 4) Make available a complete set of bid documents to all qualified vendors on the bidders list or request vendors to pick up bid documents.
 - 5) Conduct the public bid opening per the advertised bid opening date. Any bids received after the specified time will be returned to the bidder unopened. All bids/quotes/proposals should be retained for the minimum period required by the Town's records retention schedule (generally three years after contract is awarded).
 - 6) Evaluate the bid results and determine which bid serves the Town's best interests. If the recommended vendor has not submitted the low bid, the department must demonstrate how the higher bid serves the best interests of the Town.
 - 7) Prepare report to Board of Trustees.
 - 8) Obtain Town Attorney's approval on all bid documents requiring bonds, insurance, or contracts prior to the Board of Trustees meeting.
 - 9) Upon Board of Trustees' award of bid, notify all bidders of the results.
 - 10) Obtain signatures on all contracts and any additional required documents from contractor. One original signed contract with all exhibits must be submitted to the Town Clerk for central filing.

Documentation Requirement

A Bidder's List may be established and maintained by the Town as an effort to promote competitive bidding from qualified vendors and to establish a source of supplier.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits;

- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance and/or service;
- Other applicable factors as the Town determines necessary or appropriate (such as compatibility with existing equipment or hardware); and
- If a bid other than the lowest bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the Town.

Notice Inviting Bids

An invitation for bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement. The Invitation for Bid must be signed by the appropriate Department Director to verify funds availability before an IFB can be advertised. The notice shall contain the following:

- A description of the project or work to be performed or the product or service to be purchased.
- The location where copies of plans specifications, and other documents may be examined.
- The time and place where bids will be received and time and place where bids will be opened.
- A statement that the Town reserves the right to reject any or all bids and to waive any minor informalities or irregularities therein.
- Time and budget limitations, if applicable.
- A statement that the proposal is prepared at the submitter's expense and becomes a Town record and therefore a public record.

Competitive Sealed Proposals

Procurement for the following are for award by competitive sealed Request for proposals (RFP):

- Materials and services when the Town Manager, or the Town Manager's designee, determines in writing that the use of competitive sealed bidding (ie, Invitation For Bid) is either not practicable or not advantageous to the Town based on the specialized nature of the materials and/or services to be provided.
- Professional services.
- Town improvements when the Town Manager or the Town Manager's designee determines in writing that the use of alternative delivery methods will provide substantial benefit to the Town while retaining sufficient competitive pricing and/or performance.

Competitive Selection using Request for Qualifications

Procurement for specialized goods and services can be eligible for award following a Request for Qualifications (RFQ) when the following criteria are met:

- Materials and services when the Town Manager, or the Town Manager's designee, determines in writing that the Request for Qualification process is necessary and advantageous to the Town to determine the best and most appropriate contractors or vendors taking into account the specialized nature for the goods or services to be provided.
- The Town Manager or Town Manager designee identifies and applies criteria to determine acceptability as a contractor or vendor for the specialized goods or services to be provided, which may then be utilized to create a list of qualified bidders invited to bid in lieu of public notice for soliciting competitive bids or proposals.
- There is a minimum of two contractors or vendors qualified to engage in the competitive process.

Integrated Project Delivery Contracting Process

The Board of Trustees may award an integrated project delivery ("IPD," sometimes referred to as "design-build") contract for a Town capital improvements project, or other public project as defined in C.R.S. § 31-25-1303, upon a determination by the Board of Trustees that IPD represents a timely or cost-effective alternative for a capital improvement project. Prior to awarding an IPD contract, the requesting department head, upon consultation with the Town Manager and Director of Finance, shall solicit proposals for the project by issuing a request for proposals or request for qualifications to individuals or firms that have indicated an interest in participating in the proposed project or that have displayed evidence of expertise in the proposed project. After reviewing the proposals, the Board of Trustees may accept the proposal that, in its estimation, represents the best value to the Town. In the procurement and administration of an IPD contract, the Town may utilize, without limitation, the provisions and procedures set forth in C.R.S. § 31-25-1301 et seq.

Cancellation of Invitation for Bids

An invitation for bids or any other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Town. The reasons therefore shall be put in writing and made part of the contract file.

Bid Opening

Bids not submitted by the required deadline are ineligible for consideration and will not be opened. Submitted bids shall remain sealed either in an electronic lockbox or in the office of the Town Clerk, depending on whether the bids are submitted electronically or in printed form physically to the Town Clerk. An electronic lockbox shall not allow town staff to view any electronic bids until the time and date set for opening. Bids physically submitted to the office of the Town Clerk shall be identified as sealed bids on the face of the envelope.

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Purchasing Policy

ISSUE DATE

April 10, 2019

EFFECTIVE DATE

April 10,2019

INTENT

This policy establishes guidelines related to the Town of Firestone (Town) purchases. The Town budget is the principal controlling document and all purchases must conform to the forecasted expenditures approved by the Board of Trustees (Board) as part of the budget process. The existence of an item in the Town budget does not automatically authorize procurement. This policy along with the Purchasing Procedures and any other Town applicable procedures and/or policies will establish internal controls to serve the best interests of the Town. Expenditures related to ongoing principal and interest payments for Town approved debt are not subject to this purchasing policy. When purchases involve the expenditures of federal, state, of local grants and/or are related to a Town approved intergovernmental agreement, the purchase should be in compliance with any applicable laws, regulations and/or agreement requirements. All employees purchasing on behalf of the Town are expected to adhere to the Town's purchasing policy. This policy and the provisions herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities, including administration of annually appropriated funds, and solely for the benefit of the Town, and confer no rights, duties or entitlements to any bidders or proposers. This policy supersedes any and all previous purchasing policies adopted by the Town.

POLICY

De-Centralized Purchasing

This is a system of purchasing in which purchasing authority, responsibility and control is given to the Department Directors. Department Directors are responsible for ensuring personnel in their department are knowledgeable of and trained in the purchasing procedures as adopted by the Town. By following the requirements established within this policy, Department Directors shall be able to properly plan purchases, so as to allow sufficient time to obtain proposals, quotations, or bids (with an allowable lead time for delivery). Departments shall not only be able to realize savings through competition between vendors, but shall also increase efficiency.

I. Standards for Purchasing

The following general standards apply when making purchases for the Town:

1. All purchases must be for the benefit of the Town.
2. All purchases must be properly authorized and approved and allocated to the correct fund/department and budgeted line item.
3. All purchases must be supported by sufficient documentation that includes payee, goods/services purchased and amount of purchase.
4. All purchases must be within the approved budget unless prior approval has been obtained by the Town Manager within the parameters of this policy.
5. No officer or employee shall make a purchase or enter into a contract that involves the expenditure of money in excess of appropriated funds.
6. Procure for the Town, if in the best interest of the Town, the best economic advantages while striving to achieve the highest quality of goods and services necessary to accomplish the needed functions of the Town.
7. Whenever possible, consolidate purchases in order to obtain economic benefits.
8. Encourage open competition as much as practical and when in the best interests of the Town.
9. Purchase goods and services from local vendors all other things being equal and within the parameters of this policy.
10. Take advantage of any competitive bidding partnerships with other municipalities to obtain a lower overall cost.
11. Require vendors to fulfill all terms and conditions of contracts.
12. Take advantage of all State and local tax exemptions.
13. Ensure that purchases go through the system of internal controls established in this policy and the Purchasing Procedures.

II. Authority to Purchase and Authorization Limits

The following personnel will have the authority to make purchases for the Town in accordance with the approved budget. If needed, the Finance Director will be consulted in circumstances when the budget objective is not clear. Any incurred obligations not authorized pursuant to this policy may become the purchaser's responsibility.

1. Department Supervisors or Designees have authority to approve purchases up to \$5,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
2. Department Directors have authority to approve purchases up to \$25,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
3. Items in excess of \$25,000 that have been included in the Town's adopted budget also require the Town Manager's approval in addition to the Department Directors. Items that are not included in the Town's budget will require the Town Manager's approval and the following items will always require the Town Manager's approval regardless of the dollar amount:
 - a. Vehicles and rolling equipment
 - b. Firearms
 - c. Building and facility modifications
 - d. Multi-year contracts
4. The Town Manager will have authority to approve purchases up to \$50,000 for items that have already been approved and are included in the Town's adopted budget, with the exception of the following items which will require the Board's approval regardless of the dollar amount:
 - a. Real estate and land purchase contracts and water rights
 - b. Public Art

~~Purchases of \$50,000 and above that are contemplated as part of the adopted budget and items above \$10,000 not included in the adopted budget will require approval by the Board.~~

~~Professional or consulting services contracts over \$20,000, either in original contract amount or anticipated aggregate expenditure for the fiscal year require approval by the Board.~~

5. All Town travel including business travel and professional/education travel must be approved by the appropriate Department Director or designee. Additionally, any out of state travel must also be approved by the Town Manager. Upon completion of travel, itemized receipts for all expenses should be submitted for reimbursement or reimbursement may be denied. In all cases, the most cost-effective method of travel must be sought. Refer to the Town's Travel Policy for more information.

6. No purchases are to be artificially separated in an attempt to avoid the established authorization limits.

III. Informal & Formal Bidding

The Town will adhere to the following contract procurement policies.

1. Discretionary Purchases - All purchases under \$5,000 will be made on the basis of prices obtained from vendor hardcopy or online catalogs. Buyers are to obtain the lowest and/or best price for items purchased and whenever feasible employees are recommended to utilize comparative pricing via verbal or informal methods.
2. Informal Bids/Quotations - All purchases between \$5,000 to \$59,999~~50,000~~, require informal bidding procedures as follows:
 - a. Informal Quotations - For purchases between \$5,000 and \$25,000, the requesting department shall obtain and document a minimum of three (3) verbal quotations; such quotations shall be documented and given to Finance to keep retained for one year plus current year by the requesting department and copies sent to the Finance Department upon payment~~on file~~.
 - b. Formal Quotations - For purchases between \$25,001 and \$59,999~~49,999~~, Formal quotations are to be requested from at least three vendors for any purchase within this range. Formal quotations are to be received in writing on vendor letterhead and shall be signed by an official of the vendor, one having the authority to contractually bind the vendor. Formal quotations shall be delivered to the requesting department. These quotations shall be retained for one year plus current year by the requesting department and copies sent to the Finance Department upon payment~~the requesting department shall obtain and document a minimum of three (3) written quotations; such quotations shall be documented and given to Finance to keep on file.~~
3. Formal Bids - For purchases of \$60~~50~~,000 or more, the requesting department shall follow and document the formal bid procedures as outlined in the Purchasing Procedures. The requesting department shall obtain and document a minimum of three (3) written bids to present to the Board. The Board may reduce the number of required quotations and waive otherwise applicable formal bidding requirement if it is determined that it is not practical or advantageous to the interest of the Town.
4. Change Orders: The purpose of a change order is to recognize changes occurring on jobs that may result in amendments to the project time schedule and/or cost. Change

orders that affect time shall be approved by the Department Director and Project Manager. Change orders that result in additional costs shall have the approval of the Department Director and the Town Manager. If the original contract exceeds \$50,000 and the change order will result in costs exceeding the authorized amount (base bid + contingency), Board's approval is required.

5. State Bids/Cooperative Purchasing – State Bids are quotations or bids solicited through the State of Colorado (Bid Information and Distribution System). Use of State Bids is permitted for any equipment or vehicle purchases. ~~on items priced from \$20,000 to \$150,000.~~ Use of State Bids must be in accordance with applicable Purchasing Procedures and only current State Bids may be used. Use of State Bids overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use State Bids shall be made by the Department Director. ~~In addition, cooperative purchasing is permitted on items priced up to \$150,000. The Town Manager or designee shall have authority to join with other governmental bodies, including but not limited to, the State of Colorado, other local governments, and quasi-municipal corporations, in cooperative purchasing in the best interest of the Town, providing the bids are obtained as the result of a competitive bid process, through the use of Sourcewell's (formerly NJPA) national cooperative contract solutions.~~ Use of Sourcewell Cooperative purchasing overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to ~~use Sourcewell~~use Cooperative Purchasing shall be made by the Department Director.
6. Integrated Project Delivery Contracting – The Board may award an integrated project delivery (“IPD,” sometimes referred to as “design-build”) contract for capital improvements projects or other public projects in accordance with state law and the Purchasing Procedures.
7. Bonding Requirements – Bonds shall be executed on forms prescribed or approved by the Town Manager based on review by the Town Attorney as to form and State of Colorado law. Normally, bonds are used only on labor and materials procurement actions, such as projects for completion of public works or public buildings. Bonds generally are not required for purchases of vehicles, equipment, or standard commercial goods and services, particularly when the goods are not altered or customized to unique Town specifications, but may be required if deemed by the procuring department to be in the interests of the Town.

Insurance Requirements – Contracts for labor, materials and services entered into by the Town will require ~~d~~ the selected contractor to carry the types and minimum amounts of insurance coverage as required by the Town. The contracts shall also contain other provisions regarding insurance as the Town shall require. ~~The following are the types and minimum amounts of insurance that should be required:~~

~~Workers' Compensation in statutory limits (if applicable)~~

~~Employer's Liability Insurance: \$100,000/each accident, \$500,000/disease—policy limit, and \$100,000/disease—each employee~~

~~Comprehensive General Liability Insurance: \$1,000,000/Occurrence~~

~~Automobile Liability or—Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident (if applicable)~~

~~Professional Liability Insurance \$1,000,000/Occurrence (if applicable)~~

IV. Sole Source Purchases

It is the policy of the Town to recognize and solicit quotes and bids. Sole source purchases may be made if it has been determined that the goods or services can only be obtained from a single supplier capable of meeting all specifications and purchase requirements, or when it is in the Town's best interests. Service and/or maintenance agreements offered by the manufacturer, or supplier, who is the only factory-authorized supplier in the DRCOG region, shall be deemed to be sole source without further justification. An affidavit of sole supplier must be submitted with request for payment or purchase order. If an item is required to standardize equipment or to replace parts of an existing system a sole supplier affidavit must be submitted with appropriate support. ~~Requests for sole source purchases must be accompanied by a memorandum justifying the sole source purchase and are subject to approval as provided in the Purchasing Procedures.~~

V. Local Vendor Preference

To encourage purchasing from businesses located with the Town of Firestone, it is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however, the bidding requirements, procedures and criteria of this Policy shall still apply.

Unless a violation of law or prohibited as a condition of a grant, bids for purchases of goods of \$5,000 or less may be awarded, as deemed appropriate solely within the discretion of the Town, to local vendors providing their proposal or quote is within 2% of the lowest bid. This provision applies only to purchases of goods of \$5,000 or less and does not apply to procurement of services. For purposes of this provision, a "local vendor" is defined as any person or entity who has been a bona fide resident of the Town of Firestone who has held a valid Town business license for at least six weeks immediately prior to submitting a bid.

VI. Emergency Procedures

Emergencies are those instances when there exists a threat to the public health, welfare or safety, or when delay would cause harm to the Town. In the event of local disaster declared by the Town, the Town shall comply with this Purchasing Policy to the extent practicable. Forms required herein

for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of health and safety may be ratified after acquisition when a delay in acquiring the goods or services will cause immediate risk to health and safety, based upon the determination of the Town Manager. Goods and services necessary for the immediate preservation of health and safety during the event of a local disaster shall not require compliance with bidding or advertising requirements set forth in this Policy, and may be awarded on a sole-source basis.

In the event of local disaster or emergency conditions declared by the Town, when it is not feasible to follow the bidding procedures, and it is necessary to authorize the purchase of equipment, supplies or services, or emergency repair costs in excess of \$50,000, the Town Manager shall first notify the Mayor or in the absence of the Mayor, the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the Town Manager is authorized to purchase the equipment, supplies or services necessary to manage the emergency. The Mayor and Mayor Pro Tem are also authorized to approve emergency purchases as needed.

VII. Noncompetitive Negotiation

When sole source or emergency procurement situations arise or when standard competitive processes are deemed non-practical, the City Manager or designee may enter into noncompetitive negotiations in the best interest of the City. A written determination of the basis for the noncompetitive negotiation and supplier selection shall be included in the contract file.

VIII. Conflicts of Interest

As provided in C.R.S. 24-18-201 et seq., elected and appointed Town officials and Town employees shall not have a financial or other interest in any contract made by them as Town employees or officials, or by any Town body or board of which they are members or employees, except in the circumstances described in such statute. Such circumstances generally include contracts awarded via competitive bidding procedures, contracts with respect to which the official or employee has complied with the disclosure and recusal requirements of state law, and other limited situations. Relatives of Town employees will be allowed to bid on purchases or contracts with the Town only in those situations where the employee that is related to the bidder has no involvement or decision authority in the process of awarding the bid.

Elected and appointed Town officials and Town employees involved in the procurement process shall comply with all ethics laws governing such process. Town employees shall notify the Town Manager in writing of any actual or perceived conflict of interest. Board members shall disclose the conflict of interest in accordance with state law. Additional information regarding ethics rules for the Town contracting can be provided by the office of the Town Manager.

VII. Check Approval

The Town will issue checks ~~payments twice a month bi-weekly, which will coincide with the Town's scheduled Board meetings.~~ A detail report of all checks written will be presented monthly to the Board.

~~It is the policy of the Town to process interim checks outside the otherwise normal schedule only when it is deemed absolutely necessary. All interim checks will require approval of the Town Manager.~~

VIII. Policy Review

The ~~Town Manager~~Finance Committee and ~~Town Controller~~Finance Director will be responsible for reviewing the Purchasing Policy on an annual basis and will make recommendations for revisions to the policy as deemed appropriate. Adoption and changes to the policy will require the approval of a simple majority vote by the entire Town Board.

Mayor

Attest: Town Clerk

RESOLUTION 19-33

A RESOLUTION ADOPTING UPDATED PURCHASING POLICY FOR THE TOWN
OF FIRESTONE

WHEREAS, the Town of Firestone has previously adopted a purchasing policy for the Town; and

WHEREAS, the Board of Trustees finds that such policy and procedures should be updated and that the adoption of a current and comprehensive purchasing policy will promote and support the efficient and effective use of Town resources and promote the best interests of the Town; and

WHEREAS, there has been presented to the Board of Trustees for adoption a proposed purchasing policy, which has been developed through the collaborative efforts of the Finance Committee, Town Manager and Department of Finance; and

WHEREAS, the Board of Trustees finds that the adoption of such policy is authorized by law; and

WHEREAS, the Board of Trustees finds that the proposed Purchasing Policy and the award of bid provisions included therein are solely in support of the Town's fiscal responsibilities, including administration of annually appropriated funds, and solely for the benefit of the Town of Firestone, and confer no rights, duties or entitlements to any bidders or proposers; and

WHEREAS, the Board of Trustees by this Resolution desires to adopt said policy;

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Purchasing Policy.

Section 2. The Policy approved and adopted by this Resolution shall take effect April 10, 2019.

Section 3. In furtherance of the Town of Firestone Purchasing Policy, the Town Finance Director shall from time-to-time prepare purchasing procedures applicable to purchases, which such procedures are subject to approval by the Town Manager or his or her designee.

Section 4. All resolutions and policies or portions thereof previously adopted that are

inconsistent or conflicting with the policies adopted by this Resolution are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, and ADOPTED this 10th day of April 2019

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.d.

Discussion/Action

Meeting Date: April 10, 2019

Initiated By:

Dept: Police

AGENDA TITLE

Ordinance 951: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 6.14.020 AND SECTION 6.15.020 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO THE KEEPING OF CHICKENS AND POTBELLIED PIGS

SUMMARY

This Ordinance change to the Firestone Municipal Code will transfer the administrative process of allowing chickens and potbellied pigs in the Town of Firestone from the Town Clerk to the Firestone Police Department.

As such, all approvals and code enforcement will then be complied with Police Department regulations.

HISTORY AND PREVIOUS BOARD ACTION

Ordinance 848, adopted and passed on July 23, 2014 will be amended to Ordinance 951.

RECOMMENDATION

Motion to adopt Ordinance 951: An Ordinance of the Board of Trustees of the Town of Firestone, Colorado, amending Section 6.14.020 and Section 6.15.020 of the Firestone Municipal Code pertaining to the keeping of chicken and Potbellied Pigs.

ALTERNATIVES

Board to give Staff further direction/information

ATTACHMENTS

1. Ord. No. 848 - Regarding Backyard Chicken Hens
2. 8c - Ord 951 Chickens Potbellied Pigs Amend FMC

FINANCIAL CONSIDERATIONS

N/A

ORDINANCE NO. 848

AN ORDINANCE AMENDING SECTION 6.12.010 OF THE FIRESTONE MUNICIPAL CODE AND ADDING A NEW CHAPTER 6.14 AND A NEW SECTION 17.28.070 TO THE FIRESTONE MUNICIPAL CODE TO PERMIT THE KEEPING OF BACKYARD CHICKEN HENS WITHIN CERTAIN AREAS OF THE TOWN, AND ADOPTING RELATED REGULATIONS

WHEREAS, the Board of Trustees has previously adopted an ordinance codified at Section 6.12.010 of the Firestone Municipal Code making it unlawful for any person to maintain or keep any chickens within the Town; and

WHEREAS, the Board of Trustees desires to amend the Code to allow backyard chicken hens to be kept in chicken coops on single-family residential parcels subject to permitting and compliance with specific regulations;

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

Section 1. Section 6.12.010 of the Firestone Municipal Code is hereby amended to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):

6.12.010 Prohibited animals.

It is unlawful for any person to maintain or keep any cattle, sheep, goats, hogs, rabbits, chickens, roosters, ducks, geese, horses or other livestock, wildlife or fowl within the town. The keeping of such animals within the town is declared to be a nuisance. Notwithstanding the foregoing, backyard chicken hens may be kept on single-family residential parcels within areas zoned R-1, R-2, R-5, PUD R-A or PUD R-B, subject to permitting and to compliance with the regulations set forth in chapter 6.14 of this code, and other applicable town requirements.

Section 2. Title 6 of the Firestone Municipal Code is hereby amended by the addition of a new Chapter 6.14 to read as follows:

Chapter 6.14

Backyard Chicken Hens

Sections:

- 6.14.010 Keeping of backyard chicken hens.
- 6.14.020 Permit required.
- 6.14.030 Violations.

6.14.010 Keeping of Backyard Chicken Hens.

A. Backyard chickens hens may be kept only on single-family residential parcels within areas zoned R-1, R-2, R-5, PUD R-A or PUD R-B, subject to permitting and compliance with all of the following requirements:

1. No more than four chicken hens are permitted per parcel. Male chickens (or roosters) are not permitted. For purposes of this chapter, a single-family residential parcel is a lot or tract of land having as its sole primary use one detached single-family dwelling or one mobile home or one manufactured home.
2. Backyard chicken hen are required to be contained within a coop and fenced run that shall meet all of the following requirements:
 - a. The chicken hen facilities shall include a coop and run that are fully enclosed and adequately designed and constructed to prevent escape of chicken hens and entry by predators.
 - b. Coops shall be constructed with a solid top.
 - c. Chicken hen facilities shall provide access to adequate and fresh water at all times in a manner to prevent the water from freezing.
 - d. The chicken hen facilities, including coop space and run, shall be limited to a maximum of 60 square feet.
 - e. The chicken hen facilities shall provide at least four square feet of space per chicken hen.
 - f. Coops shall be no taller than seven feet at the highest point of the roof.
 - g. Chicken hen facilities shall be located in the rear or backyard of the parcel. Chicken hen facilities shall not be located between the rear of the structure and the front yard lot line. Chicken hens shall be kept within the chicken hen facilities and are not permitted within any other portions of a parcel.
 - h. Chicken hen facilities shall be at least six feet from any other structure and at least six feet from any side or rear property line.
3. All coops and runs shall be regularly cleaned and maintained to control dust, odor, and waste and to prevent the facilities from constituting a nuisance, safety hazard, or health problem to surrounding properties. Odors associated with the chicken coop shall be contained within the owner's property boundary.

4. All waste materials shall be properly disposed of and not allowed to accumulate on the property.
5. Chicken feed must be stored in a resealable, airtight, metal, ratproof container to discourage attracting mice, rats, and other vermin.
6. Slaughtering of chicken hens is prohibited.
7. Dead animal carcasses shall be properly disposed of within 24 hours.
8. At such time chicken hens are no longer kept upon the parcel, all chicken facilities shall be removed within thirty (30) days and the permit shall be returned to the Town.
9. The chicken hens must be protected from predators by being closed in the chicken coop from dusk to dawn.
10. The chicken hens must be sheltered or confined in such fashion as to prevent them from coming into contact with wild ducks or geese or their excrement.
11. The requirements of this section are minimum requirements and do not affect any private controls, including any more stringent regulations or prohibitions on the keeping of chicken hens contained in private covenants. Nothing in this chapter shall affect the authority of any owner's association to adopt and enforce more stringent standards for the keeping of chicken hens, or to prohibit outright the keeping of chicken hens on any property within the jurisdiction of such association.
12. The keeping of backyard chicken hens shall be prohibited in any mobile home park as defined in chapter 17.48 of this code.
13. The keeping of backyard chicken hens shall only be permitted on a single-family residential parcel that is enclosed by a privacy fence on at least three sides of the parcel. For the purposes of this section, "privacy fence" shall mean a continuous, solid fence used to prevent view across the fence line.

6.14.020 Permit required.

Any person keeping chicken hens pursuant to this chapter must first have been issued a permit by the town, the application for which shall be made available by the Town Clerk. The application shall include a plan or drawing showing the proposed locations of all chicken hen facilities to be located upon the parcel for which the permit is requested, which plan or drawing shall include details demonstrating the applicant's proposed manner of compliance with the

requirements of this chapter. The Town Clerk shall assess an application fee of thirty dollars (\$30.00) for each application received under this chapter.

6.14.030 Violations.

A. Any person who violates any provision of this chapter shall be punished by a fine of not more than one thousand dollars or by imprisonment not to exceed one year, or by both such fine and imprisonment. Each day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by any such person shall be a separate offense.

B. A permit issued pursuant to section 6.14.020 may be revoked by the Town Clerk upon the conviction of the permit holder of a violation of this chapter, or upon the permit holder's entry of a plea of guilty to a violation of this chapter.

C. Chicken hens and/or chicken hen facilities that are not kept or maintained in conformance with the requirements of this chapter shall be deemed a public nuisance and the owner or custodian shall be given thirty (30) days to rectify the conditions creating a public nuisance. If the owner or custodian has not rectified the conditions within 30 days of the date notice is provided, the Town may abate the nuisance as provided in chapter 8.18 of this code.

D. The Town shall have the authority to seize, impound and dispose of any chicken hens found at large within the Town's limits. Such seizure, impoundment and disposal shall not require notice to any owner or keeper, nor any attempt to locate the owner thereof.

E. The remedies contained in this section are cumulative and are in addition to all other remedies available to the Town.

F. Town of Firestone peace officers and code enforcement officers or their designees shall have the right to inspect the chicken coop, fenced run area, and any property upon which chickens are kept when investigating complaints or compliance with this chapter.

Section 3. Chapter 17.28 of the Firestone Municipal Code is hereby amended by the addition of a new section 17.28.070 to read as follows:

17.28.070 Backyard Chicken Hens.

Backyard chicken hens may be kept as an accessory use on single-family residential parcels within areas zoned R-1, R-2, R-5, PUD R-A or PUD R-B, subject to permitting and to compliance with the regulations set forth in chapter 6.14 of this code, and other applicable town requirements. The keeping of backyard chicken hens shall be prohibited in any mobile home park as defined in chapter 17.48 of this code.

Section 4. The regulations set forth in this ordinance shall be subject to programmatic review no later than December 31, 2016, at which time the Board of Trustees may in its discretion choose to maintain, amend or repeal the regulations regarding the keeping of backyard chicken hens herein adopted.

Section 5. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Board 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.

Section 7. The repeal or modification of any provision of the Municipal Code of the Town of Firestone by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 23rd day of July, 2014.

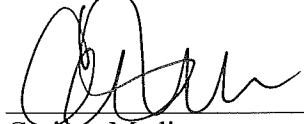
TOWN OF FIRESTONE, COLORADO



Paul Sorensen
Mayor



Attest:



Carissa Medina
Town Clerk

ORDINANCE NO. 951

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 6.14.020 AND SECTION 6.15.020 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO THE KEEPING OF CHICKENS AND POTBELLIED PIGS

WHEREAS, in accordance with the Firestone Municipal Code, permits for the keeping of chickens and potbellied pigs are issued by the Town Clerk; and

WHEREAS, for administrative convenience and efficiency, such tasks should instead be performed by the Police Department's Community Service Division.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:¹

Section 1. Section 6.14.020, Permit required, of the Firestone Municipal Code is amended to provide as follows:

Any person keeping chicken hens pursuant to this chapter must first have been issued a permit by the town, the application for which shall be made available by the ~~Town Clerk~~ Police Department's Community Service Division. The application shall include a plan or drawing showing the proposed locations of all chicken hen facilities to be located upon the parcel for which the permit is requested, which plan or drawing shall include details demonstrating the applicant's proposed manner of compliance with the requirements of this chapter. The ~~Town Clerk~~ Police Department's Community Service Division shall assess an application fee of thirty dollars for each application received under this chapter.

Section 2. Section 6.15.020, Permit required, of the Firestone Municipal Code is amended to provide as follows:

Any person keeping a potbellied pig pursuant to this Chapter must first have been issued a permit by the Town, the application for which shall be made available by the ~~Town Clerk~~ Police Department's Community Service Division. The application shall include a copy of the registration of the animal through an official potbellied pig registry; verification of neutering or spaying through a certified veterinarian, and verification of current vaccinations through a certified veterinarian. The ~~Town Clerk~~ Police Department's Community Service Division shall assess an application fee of thirty dollars for each application received under this Chapter.

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 shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of

¹ Additions to the current text of the Code are indicated by underlining, and deletions are indicated by ~~strikethrough~~.

Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 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 IN FULL this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney