



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

August 28, 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 August 14, 2019 BOT Regular Meeting Minutes
 - 5.b. **Resolution 19-80**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE TO APPROVE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS FOR FIRESTONE RESERVOIRS 1 & 2; FOR THE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS TO THE ST. VRAIN WATER TREATMENT PLANT; AND FOR AN APPROPRIATIVE RIGHT OF EXCHANGE FROM ST. VRAIN WASTEWATER TREATMENT PLANT.
 - 5.c. Leonard Rice Engineers, INC.-Work Order # 2019-09 Class 1 Injection Well Permit Support
6. **Presentation**
 - 6.a. Frederick-Firestone Fire Protection District Quarterly Service Report - Jeremy Young, Chief
7. **Public Hearing**
 - 7.a. **Resolution 19-77**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE SIX OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE

* 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.

- 7.b. **Resolution 19-78:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE TWELVE OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE
- 7.c. **Resolution 19-79:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SERVICE PLAN FOR THE SKYVIEW MEADOWS METROPOLITAN DISTRICT

8. **Discussion/Action**

- 8.a. **Resolution 19-74:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ALAN PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT
- 8.b. **Resolution 19-81:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A GENERAL CONTRACT FOR GOODS AND/OR SERVICES AGREEMENT WITH FRED DIEHL CONSULTING, LLC TO CONDUCT A BROADBAND FEASIBILITY STUDY.

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

10. **Reports**

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

11. **Executive Session**

- 11.a. An **Executive Session**, pursuant to C.R.S. 24-6-402(4)(e)(I), for purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and negotiators regarding the water authority.

* 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.

- 11.b.** An **Executive Session** pursuant to C.R.S. 24-6-402(e)(I), determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding employment contracts.

12. Adjournment

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

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
August 14, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on August 14, 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

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

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Special Projects & Facilities Division Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Community Resources; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mayor Bobbi Sindelar

3. APPROVAL OF AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve the Agenda.

Roll Call Vote: Trustee Heath – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring - yes. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Tim Hubach – 6554 Sage, Firestone

5. CONSENT AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve the Consent Agenda

Roll Call Vote: Trustee Sharp – yes, Trustee Conyac – yes, Trustee Heath – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

6. PRESENTATION

Design-A-Flag Contest Winner Presentation for Avery Makela – Presented by David Okada, Chair of Cultural Committee

7. DISCUSSTION/ACTION ITEMS

a. Resolution 19-75: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PRE-CONSTRUCTION AGREEMENT WITH FRANSEN PITTMAN GENERAL CONTRACTORS FOR TOWN HALL EXPANSION

PROJECT

Motion by Trustee Jimenez, **second** by Mayor Pro-tem Peterson, to approve **Resolution 19-75**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PRE-CONSTRUCTION AGREEMENT WITH FRANSEN PITTMAN

Roll Call Vote: Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

b. Resolution 19-76: A RESOLUTION OF THE BOARD OF TRUSTES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC REGARDING PROFESSIONAL SERVICES FOR THE TWO HUNTERS PARK CONSTRUCTION PROJECT

Trustee Jimenez recuses himself from this Agenda Item.

Motion by Trustee Sharp, **second** by Trustee Conyac, to approve **Resolution 19-76**: A RESOLUTION OF THE BOARD OF TRUSTES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC REGARDING PROFESSIONAL SERVICES FOR THE TWO HUNTERS PARK CONSTRUCTION PROJECT

Roll Call Vote: Trustee Meiring – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

8. **PUBLIC COMMENT** * (maximum time permitted for all Public Comment is 30 minutes)
Becky Duckwirth -

9. **REPORTS/COMMITTEE UPDATES**

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

10. **EXECUTIVE SESSION** Open: 7:53 pm Closed: 8:39 pm

An **Executive Session**, pursuant to C.R.S. 24-6-402(4)(a) and 24-6-402(4)(e)(I), concerning the purchase of and developing strategy for negotiations and directing negotiators regarding a water line easement upon certain real property owned by Firestone Rails LLC

Motion by Trustee Meiring, **second** by Mayor Pro-tem Peterson, to adjourn into **Executive Session**, pursuant to C.R.S. 24-6-402(4)(a) and 24-6-402(4)(e)(I), concerning the purchase of and developing strategy for negotiations and directing negotiators regarding a water line easement upon certain real property owned by Firestone Rails LLC. **Roll Call Vote**: Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in favor, **Motion carried**.

Staff Present: AJ Krieger, Town Manager; William Hayashi, Town Attorney.

11. ADJOURNMENT

Motion by Trustee Jimenez, **second** by Trustee Conyac, to adjourn meeting at 8:42 pm. All in Favor, **Motion carried.**

Introduced and Approved this 28th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b.

Consent Agenda

Meeting Date: August 28, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-80: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE TO APPROVE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS FOR FIRESTONE RESERVOIRS 1 & 2; FOR THE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS TO THE ST. VRAIN WATER TREATMENT PLANT; AND FOR AN APPROPRIATIVE RIGHT OF EXCHANGE FROM ST. VRAIN WASTEWATER TREATMENT PLANT.

SUMMARY

This Resolution directs counsel to file an application to appropriate:

- 1) Conditional water rights for storage in Firestone Reservoirs No. 1 and 2, which are to be delivered from the Firestone-St. Vrain Pump Station;
- 2) Conditional water rights for direct diversion from St Vrain Creek, which are to be delivered from the Firestone-St. Vrain Pump Station to the St. Vrain Water Treatment Plant; and
- 3) A conditional right of exchange of water from the St. Vrain Sanitation District outfall to the Firestone-St. Vrain Pump Station.

The above water rights are in addition to those that will be applied for as directed by the Board of Trustees in Resolution 19-04. These additional water rights provide an alternate source of water—direct diversion from St. Vrain Creek—to the water rights listed in Resolution 19-04, which included alluvial groundwater and diversions delivered through irrigation ditches.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 19-04 on January 23, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution, which approves adding additional water rights to the Water Rights Application to be submitted in Water Court, Division One.

ALTERNATIVES

Alternative is to not add these new water rights. The result of that would be that we would a) the Town would not have an alternate source of supply to fill the Reservoir on completion, and b) the Town would not have an alternate water source for the St. Vrain Water Treatment Plant.

ATTACHMENTS

1. 5b - Reso 19-80 St Vrain Water Treatment Water Rights 190821 (00000002)

FINANCIAL CONSIDERATIONS

Cost associated with filing the Water Rights Application in Water Court will be funded by the Water Fund. In 2019. \$127,000.00 was budgeted for the anticipated cost.

RESOLUTION 19-80

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE TO APPROVE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS FOR FIRESTONE RESERVOIRS 1 & 2; FOR THE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS TO THE ST. VRAIN WATER TREATMENT PLANT; AND FOR AN APPROPRIATIVE RIGHT OF EXCHANGE FROM ST. VRAIN WASTEWATER TREATMENT PLANT.

WHEREAS, the Board of Trustees of the Town of Firestone (the “Town” or “Firestone”) is vested with the authority of administering the affairs of the Town of Firestone; and

WHEREAS, the Town of Firestone desires to appropriate conditional water rights, including storage for Firestone Reservoir Nos. 1 & 2 and for direct diversion to the St. Vrain Water Treatment Plant; and

WHEREAS, such conditional water rights for Firestone Reservoir Nos. 1 & 2 shall be in addition to those approved in the Town of Firestone Resolution 19-04; and

WHEREAS, the diversion for the conditional rights described in this Resolution are to be made from a pump station on the St. Vrain Creek located at the NW ¼ of the SW ¼ of Section 31, Township 3 North, Range 67 West of the 6th P.M., Weld County, Colorado; and

WHEREAS, the Town of Firestone desires to appropriate an appropriative right of exchange from the outfall of the St. Vrain Wastewater Treatment Plant, located at the SW ¼ of the NE ¼ of Section 31, Township 3 North, Range 67 West of the 6th P.M., Weld County, Colorado, to the pump station on St. Vrain Creek located at the NW ¼ of the SW ¼ of Section 31, Township 3 North, Range 67 West of the 6th P.M., Weld County, Colorado; and

WHEREAS, by this Resolution the Town desires to approve the appropriations described above and authorize their adjudication.

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

1. Appropriation of Conditional Water Rights for Storage Reservoirs. The Town authorizes the filing of an application to appropriate additional conditional water rights for Firestone Reservoir No. 1 and Firestone Reservoir No. 2. The beneficial uses of such conditional water rights shall include all municipal uses, including storage, augmentation, irrigation, commercial, industrial, substitution and exchange as well as recreation and piscatorial uses within the reservoirs. The Town will fill each reservoir to capacity with an initial fill and one refill annually. The as-built storage capacity for the Firestone Reservoir No. 1 is 1,218.62 acre-feet. The anticipated as-built storage capacity for Firestone Reservoir No. 2 is 1,200 acre-feet. In addition to the locations of diversion described in the Town of Firestone Resolution 19-04, Firestone Reservoirs No. 1 & 2 may be filled by a diversion

of 5.35 c.f.s. from a pump station on the St. Vrain Creek located at the NW ¼ of the SW ¼ of Section 31, Township 3 North, Range 67 West of the 6th P.M., Weld County, Colorado (the “Firestone-St. Vrain Pump Station”).

2. Appropriation of Conditional Water Rights for the St. Vrain Treatment Plant. The Town authorizes the filing of an application to appropriate conditional water rights for direct diversion to the St. Vrain Water Treatment Plant from the Firestone-St. Vrain Pump Station described above at the rate of 5.35 c.f.s. The beneficial uses of such conditional water rights shall include all municipal uses, including storage, augmentation, irrigation, commercial, industrial, substitution and exchange.
3. Appropriation of Conditional Exchange Right. The Town authorizes the filing of an application for an appropriative right of exchange from the outfall of the St. Vrain Sanitation District’s Wastewater Treatment Plant to the Firestone-St. Vrain Pump Station. The appropriative right of exchange shall be for 5.35 c.f.s. and shall include as a source of substitute supply, all fully consumable water described in this resolution, Town of Firestone Resolution 19-04 any Windy Gap water or fully consumable water derived from the Northern Integrated Supply Project which is treated by the St. Vrain Sanitation District.
4. Town officials, officers, employees and agents are authorized to take such actions as necessary in connection with the filing of the applications contemplated in this Resolution.
5. All actions of the Town's officials, officers, employees and agents taken prior to the date of this Resolution relating to the applications contemplated herein are hereby ratified, approved and confirmed.

INTRODUCED, READ AND ADOPTED this 28th day of August, 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#: 5.c.

Consent Agenda

Meeting Date: August 28, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Leonard Rice Engineers, INC.-Work Order # 2019-09 Class 1 Injection Well Permit Support

SUMMARY

Work Order 2019-09 under the 2019 Agreement directs Leonard Rice Engineers, Inc. and Integrated Petroleum Technologies, Inc. (IPT) to prepare a permit application to the EPA for a Class I underground injection well to dispose of reject water from the reverse osmosis water treatment plant.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees has not taken any action on an injection well before tonight. The Board of Trustees approved Resolution 19-54, approving an Agreement with IWS for design phase services related to the St. Vrain Water Treatment Plant (which will include reverse osmosis) on June 26, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached Work Order.

ALTERNATIVES

Alternative is to not approve the Work Order and to provide Staff with direction on an alternate process.

ATTACHMENTS

1. Work Order # 2019-09

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$75,00.00. Sufficient funds have been budgeted and appropriated in the Town's Water Fund to cover LRE cost for this work order, from a \$85,000.00 saving from two prior approved work orders being completed under budget.

**Work Order 9 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

August 28, 2019

1.0 General. This is Work Order 9 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), dated December 12, 2018 (“Agreement”). The general purpose of this Work Order 9 is for LRE and Integrated Petroleum Technologies, Inc. (IPT) to submit a permit application to the EPA for approval of a Class I underground injection well.

This project will be managed under LRE Project Number 1527TWF06, Task 9.

2.0 Scope of Services.

Jeff Anderson and Gregg Ten Eyck, P.E will work with IPT to provide information required by the permit application form. Andy Peterson, P.E and Neel Duncan, P.E. from IPT will develop the well design and geologic information and take the lead in developing the submittal. Other staff may assist, as necessary.

See memorandum dated August 4, 2019 for detailed scope and schedule information.

3.0 Budget

The total budget and maximum payment obligation for Work Order 8 under LRE Project Number 1527TWF06, Task 9 will not exceed \$75,000.00. We will bill this project as follows:

Work Month	Billing Month	Amount
September	October	\$ 35,000.00
October	November	\$ 30,000.00
November	December	\$ 2,000.00
December	January	\$ 2,000.00
January	February	\$ 2,000.00
February	March	\$ 2,000.00
March	April	\$ 2,000.00
Total		\$ 75,000.00

4.0 Schedule

Work will begin August 29, 2019, or upon receiving a notice to proceed, whichever is later. The majority of the work will be completed by October 25, 2019; the public comment period will extend into 2020.

Work Order under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2019-09

Dated:

August 28, 2019

Not to Exceed Budget:

\$75,000.00

Signature:

Title:

Date:



2nd QUARTER SERVICE REPORT

April 1 – June 30, 2019

Prepared for: The Town of Firestone

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**

*Leading Together,
By Serving Together*



**OFFICE OF THE
FIRE CHIEF**

Office: (303) 833-2742

Fax: (303) 833-3736

E-Mail: jyoung@fffd.us

July 15, 2019

Town of Firestone
151 Grant Ave
Firestone, CO 80520

Mayor Sindelar, Honorable Trustees, and Town Manager Krieger

In compliance with the District's Inter-Governmental Agreement (IGA) with the Town of Firestone, enclosed is the quarterly service report of our performance during the 2nd quarter of 2019. The report contains three (3) categories; response times, training hours, and community risk reduction activities for the Fire District.

The response time report contains two (2) sections; total average response time and explanations for response times over seven (7) minutes. The average response time required by the IGA is 5.5 minutes 80% of the time. The District responded to a total of 585 emergency incidents between April 1 and June 30, 2019, with an average emergency response time of 5.02 minutes. The summary of responses over seven (7) minutes can be found on the *Incident Response Time Overages* report. Please note, it is District policy not to respond emergent to routine incidents such as blood draws, agency assist calls, or other non-emergency and non-life-threatening situations. For a specific explanation of all overages, please see the report.

The training report is divided into two (2) sections as well; fire and rescue training hours and emergency medical training hours. All training conducted by the District is taught according to State of Colorado Division of Fire Prevention & Control standards which in turn encompass International Fire Services Accreditation Council (IFSAC) and National Fire Protection Association (NFPA) standards. All medical training is approved by the District's Medical Director to meet or exceed Denver Metropolitan Medical Care Protocols. For the 2nd Quarter of 2019, District employees and reserves participated in 4,675 hours of fire, rescue and emergency medical service training.

The Community Risk Reduction Division completed 169 fire safety inspections during the 2nd Quarter of 2019. Additionally, ten (10) Certificates of Occupancies were issued for businesses in the District. Also, there were five (5) fire investigations completed during the 2nd Quarter.

In addition to the information provided above, other notable projects and activities completed in the 2nd Quarter of 2019 included:

- Chief Young and Staff continue to attend multiple Weld County meetings through the 2nd Quarter. Which included the Communication Board Meetings, County Workgroups, and the Weld County Utility Board Commission as requested or required.
- Chief Young hosted a meeting with the Fire Chief's from Platteville-Gilcrest, Front Range and Mountain View to discuss future operational components, closest unit dispatching and forecasting growth of all our respective fire districts. Mountain View advised they are currently in discussion and having a study completed on merging with 2 -3 other fire departments to the West in Boulder, County.
- The District has joined the newly formed Carbon Valley Kiwanis Club. This club was established to provide input on social and community projects benefiting the Carbon Valley Area. The District is a voting member of the club at this time as a community leader.
- Chief Young continued dialogue with both Town Manager's during the 2nd Quarter discussing the option and availability of Impact Fee's for all new construction into the District. Further discussions and feedback are being provided.
- Chief Young and COS Campos continue to dialogue with community leaders, citizens, business owners and all others to see what the community wants from their Fire District. Since the ballot measure failed in November 2018, the District has taken a step back and reviewed our communication with the community and we continue to request public opinion on how to maintain and enhance the services we provide to our community into the future.
- The Carbon Valley Emergency Management Advisory Board met on May 23 to conduct business on direction with the new EMC position, 2020 budgeting, Carbon Valley Emergency Management Service Area and boundaries, and possible EMPG performance grant through FEMA and the possibility of the Board applying in 2020.
- Chief Staff attended the SDA Legislative Briefing on May 15. An overview of all the legislative topics from this last session was provided on the areas concerning and effecting Special Districts. All areas are being addressed internally that were or are effected.
- Chief Young and Chief Durkee from Platteville-Gilcrest Fire met with County Commissioners Kirkmeyer and Freeman over Weld County Communications and associated cost allocation schedule. The meeting was productive in creating a foundation of communication; however, no changes of current situations arose during the meeting.
- Chief Young was requested by Building Warriors Board President to serve on their strategic planning team as they move their organization forward in 2019-2020. Building Warriors provides training, education and counseling for all Fire, EMS and Police personnel who may be struggling with the job or aspects outside of the job that are directly affecting their performance. The District has contracted with Building Warriors since 2017 as our Peer Support Professionals. The first planning meeting occurred on May 19 in Lakewood, Colorado.

- Fire District Executive Staff will be speaking at the Carbon Valley Rotary through the Summer months. Chief Young will speak at one meeting and provide an overarching view of the fire district. Asst. Chief Prunk will speak at one meeting to provide an overview of the Operations Section and then Asst. Chief Iacino will speak at one meeting to provide an overview of the Planning Section. This last month EMC Garner spoke about Emergency Management and Community Preparedness Planning.
- We are happy to report the donation of our 1992 Pierce Engine was completed with the assistance from Colorado Division of Fire Prevention and Control. The engine was donated to the Crawford Fire Department in SW Colorado an all-volunteer department. The 1992 fire engine will be replacing their late 70's fire engine for their community.

Please review the enclosed material at your convenience. If you have any questions or should you need any additional information, please feel free to contact me. As always, if we can do anything to improve our service to the Town, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeremy A. Young", with a large, stylized flourish underneath.

Jeremy A. Young MS, EFO, CFO
Fire Chief

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF OPERATIONS**

Office: (303) 833-2742

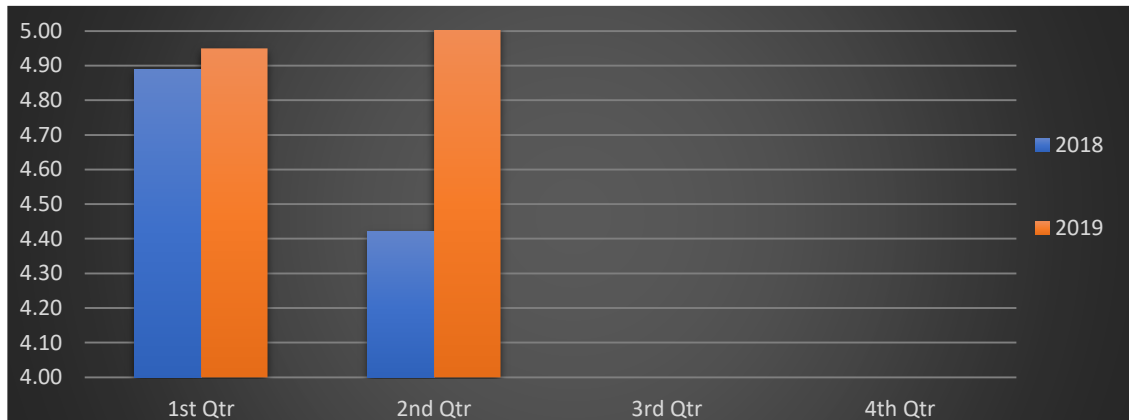
Fax: (303) 833-3736

Email: dprunk@fffd.us

**RESPONSE SUMMARY
April 1 – June 30, 2019**

	<u>2018</u>	<u>2019</u>
Total incidents April – June:	629	585
Total number of non-emergency response calls:	323	296
Total number of emergency response calls:	306	289
<u>Total number of ambulance transports:</u>	<u>241</u>	<u>256</u>
Average response time for emergency response calls:	4.42 min	5.02 min

**Average Emergency Response Times
(Minutes & Seconds)**



**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF OPERATIONS**

Office: (303) 833-2742

Fax: (303) 833-3736

Email: dprunk@fffd.us

RESPONSE TIME OVERAGES

April 1 – June 30, 2019

INCIDENT #	DATE	ALARM TIME	RESPONSE MINUTES	EXPLANATION
Station 1				
2019-00563	04/07/2019	2:58	7	Road conditions, weather/construction
2019-00664	04/28/2019	15:37	9	Primary unit in training/meeting
2019-00904	06/11/2019	13:52	8	Distance only, no outside factors
2019-01067	06/25/2019	18:05	7	Primary unit in training/meeting
2019-00439	03/21/2019	3:29	8	Distance only, no outside factors
Station 2				
2019-00542	04/07/2019	10:29	9	Primary unit in training/meeting
2019-00574	04/13/2019	9:57	7	Primary unit in training/meeting
2019-0579	04/14/2019	2:27	8	Distance only no outside factors
2019-00707	05/04/2019	17:12	7	Primary unit in training/meeting
2019-00824	05/22/2019	22:54	8	Dispatch alert/address issue
2019-01016	06/18/2019	8:14	14	Distance only no outside factors
2019-01029	06/20/2019	7:18	7	Distance only no outside factors
2019-00402	03/14/2019	23:04	7	Distance only no outside factors
2019-01042	06/22/2019	3:14	8	Response and access to I-25
2019-01043	06/22/2019	5:46	11	Response and access to I-25
2019-01052	06/23/2019	16:39	7	Distance only no outside factors
2019-01058	06/24/2019	10:56	7	Distance only no outside factors
Station 3				
2019-00565	04/11/2019	11:03	7	Primary unit in training/meeting
2019-00653	04/26/2019	21:59	7	Distance only, no outside factors
2019-00679	04/30/2019	13:51	7	Primary unit in training/meeting
2019-00786	05/07/2019	12:24	8	Primary unit in training/meeting
Station 4				
2019-00870	05/28/2019	19:33	7	Primary unit in training/meeting
2019-01060	06/24/2019	16:07	7	Distance only, no outside factors

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



OPERATIONS SECTION
Training Division
Office: (303) 833-2742
Fax: (303) 833-3736
E-Mail: jvenerable@fffd.us

TRAINING SUMMARY
April 1 – June 30, 2019

Total Fire Training Hours April - June: 4,116

Total EMS Training Hours April - June: 558

Overview of Training Events:

- All line-personnel completed Live Fire Training and Quarterly Evaluations at the Fort Lupton Fire Training Center. The live fire training was completed with Fort Lupton companies as Mutual-Aid Training.
- Paramedic Firefighters Mark Stetzer and Francis English completed the Two-week Driver Operator Pumper Academy. The academy was instructed by Captain Loveridge and attended by members of Platte Valley Fire Rescue and Fort Lupton Fire Protection.
- Swiftwater Rescue certified members completed the semi-annual training in Golden Colorado with the North Area Technical Rescue Team.
- All members completed the RT-130 Field exercise day held at Barefoot lakes. The training qualified as the curriculum to complete the annual Wildland refresher training requirement.
- Paramedic Firefighter Chandler Martinez completed the five-day Hazardous Materials Highway Specialists course sponsored by the Colorado Division of Fire Prevention and Control.
- Assistant Chief Steve Iacino, Fire Prevention Specialist Dave Puccetti, and Community Outreach Specialist Summer Campos attended the 2019 Community Risk Reduction Conference.
- Captain Ryan Baxley and Lieutenant Todd Simpson completed new member orientation training for Colorado Task Force One.
- All line personnel completed the annual swift water awareness training conducted by FFFPD Technical Rescue personnel.

- EMT/Firefighter John Walker attended the eight hour Combat Ready Firefighter course hosted by Boulder Fire Rescue.
- Battalion Chief Greg Gilbert, Training Captain Josh Venerable, and Safety and Medical Officer attended the forty-hour International Association of Arson Investigators fire investigator course hosted by Frederick-Firestone.
- Paramedic Firefighter Francis English completed the requirements for the State of Colorado Firefighter Reciprocity by completing the requirements of the Colorado Division of Fire Prevention and Control.
- All certified swift water rescue technicians attended the North Area Technical Rescue Team training conducted in Golden Colorado.
- Reserve EMT Firefighter Jeff Newsom attended and completed a two-day trauma symposium conducted by Children's Hospital.
- All personnel completed the annual infectious disease control training during the semi-annual All-Staff meeting.
- Assistant Chief Doug Prunk, Steve Iacino, Battalion Chiefs Mike Reasoner, Chris Edwards, and Fire Prevention Specialist Dave Puccetti attended the two-day Denver Arson Investigation Seminar.
- Captain Lee Loveridge completed the Chief Officer Training Curriculum at the National Fire Academy hosted in Loveland Colorado.

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF PLANNING**

Office: (303) 833-2742
Fax: (303) 833-3736
E-Mail: siacino@fffd.us

**PLANNING SECTION SUMMARY
April 1 – June 30, 2019**

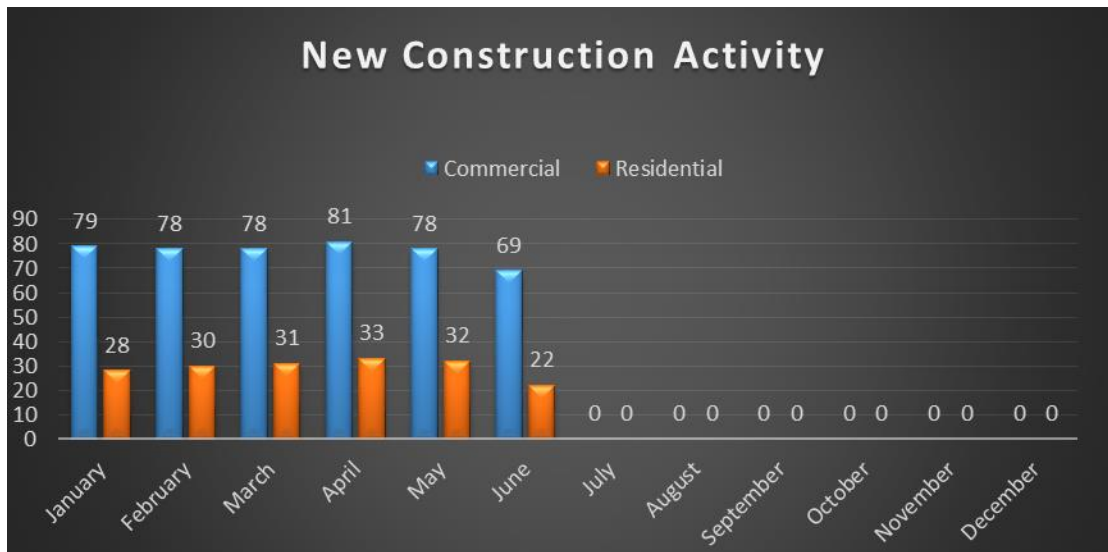
Fire Safety Inspections Completed

- 169 Life Safety Inspections

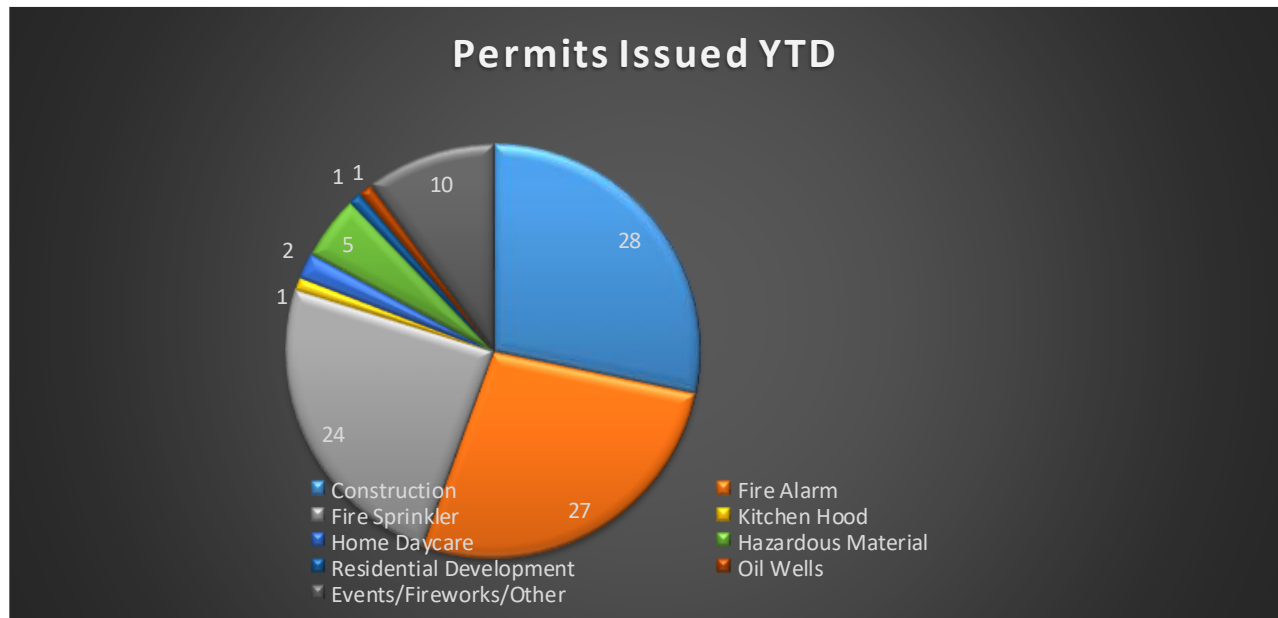
Certificate of Occupancy Approved

- Alpine Lumber Fire Alarm Systems
- Otterbox Fire Alarm Systems
- CDOT I25 Headquarters
- Agilent Technologies
- Heidi Hoyt Chinese Medicine – Home Business
- FFFPD Fire Station 4
- 323 5th Street Frederick
- 5741 Majestic Frederick
- 4040 Salazar Core and Shell
- Heartland Express

New Construction Activity (year to date)



Permit Types Issued (year to date)



Fire Investigations

- Two (2) Vehicle Fires
- Residential Structure Fire
- Commercial Structure Fire
- Ground Cover Fire

Youth Firesetting Prevention and Intervention Program

- Three (3) YFS cases

Community Outreach Programs

- Blood Pressure checks for seniors at the Carbon Valley Rec Center.
- Smoke detector battery replacement at Prairie Greens in Frederick.
- Carbon Valley Rotary Easter Egg Hunt at Hart Park in Firestone.
- Station 1 Tours for Thunder Valley Third Graders.
- CPR Skills Checks completed with Spartan Medical and Saddleback Golf Course.
- Youth Fire Setter assessments and education for three (3) families
- Attended Career Fair at Centennial Elementary.
- Thunder Valley 3rd Grade Tours at Station 1.
- Station 3 Tours for special needs camp.
- CPR Skills Checks completed with Front Range Tooling in Frederick.
- Fire Safety presentation at Grand View Elementary.
- Community Safety Day and demonstrations at Home Depot in Firestone.
- Station 4 Dedication Ceremony and Hose Uncoupling
- Incident Action Planning for Town Events – Frederick-In-Flight, 4th at Firestone.



Staff Report

Sheley 4H-M267 Wells

Special Use Permit

**Prepared by the
Town of Firestone for the
Board of Trustees**

August 28, 2019

Applications

This staff report is for the Sheley 3C-4H-M267 through 3H-4H-M267 Special Use Permit application proposing to locate six oil and gas wells and associated production facilities ("Well Pad") within the Town. The applicant for this submittal is Crestone Peak Resources.

Notice

Pursuant to the Town Code and Development Regulations, proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The location of the Well Pad is east of Ingalls Street (WCR 17) and north of Firestone Boulevard (WCR 24); legally described as a parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 4, Township 2 North, Range 67 West of the 6th Principle Meridian, Town of Firestone, Weld County, Colorado

Per Firestone's Municipal code it is required that before any person drills a well they must obtain a special use permit that has been granted by the Town.

Site Analysis

The Well Pad consists of approximately 11 acres in temporary disturbance, eventually being reduced to approximately 2.4 acres once the drilling and completion areas have been reclaimed. Construction of this Well Pad will require leveling the location of the to accommodate the drilling and completion operations. The Well Pad will be accessed via an existing private access road off of Firestone Boulevard (WCR 24).

Plan Analysis

Sheley 4H-M267 is a Well Pad containing 6 wells whose location is not considered a high density area as described per COGCC Rule 603.a. The plan is proposed in three phases: Temporary Disturbance Phase, Interim Phase and Reclamation Phase.

During the Temporary Disturbance Phase, drilling and completion operations will occur behind temporary sound walls. Additionally, production equipment consisting of tanks, separators, combustors and other ancillary equipment will be located within the Well Pad. In the Interim Phase, the drill pad and completion pad will be removed. In the Reclamation Phase all items will be removed and the site will be regraded to restore previous drainage patterns.

Fiscal Analysis

The Special Use Permit will provide revenue through taxes to the community and promote the local economy of the Town of Firestone.

Planning and Zoning Commission and Board of Trustees Review Criteria

The Planning Commission and the Town Board of Trustees may approve an application for a use permitted by special review for a well site if the application submitted by the applicant conforms to the following requirements:

- A. The site plan for a well site application complies with the requirements of Section 15.48.040A.
- B. The vicinity map for a well site application complies with the requirements of Section 15.48.040B.
- C. The narrative for a well site application complies with the requirements of Section 15.48.040C.
- D. The well location and setbacks comply with Section 15.48.080.
- E. When applicable, compliance with the provisions for mitigation of noise required in Section 15.48.100.
- F. When applicable, compliance with the provisions for visual special mitigation required in Section 15.48.110.
- G. When applicable, compliance with the provisions for geologic hazards, floodplains or floodway required in Section 15.48.160.
- H. When applicable, compliance with the provisions for wildlife mitigation procedures required in Section 15.48.180.
- I. The board of trustees' decision shall be based upon evidence presented in the application and at public hearing. Following the conclusion of the public hearing, the board of trustees may proceed to render its provisional decision orally on the application, or it may take the matter under advisement until an announced date certain not to exceed fourteen days, at which time it shall orally render its decision. In the event that an application is granted with conditions, the applicant may, within fourteen days of the board's decision, request a rehearing to demonstrate that removal or modification of one or more of the conditions is necessary to prevent waste or protect owners of correlative rights in a common source to a fair share of production profits or that the decision is otherwise inconsistent with state laws and regulations. Following the board of trustees' oral announcement of its decision, and any subsequent rehearing, a written resolution shall be adopted as its final action or decision on the application. This written resolution shall set forth findings of the board of trustees. Such written resolution shall be adopted within twenty-one days of the announcement of the board of trustees' oral decision, unless the applicant requests rehearing, in which case the written resolution shall be adopted within thirty days of the oral decision. For the purposes of judicial review, the board of trustees' final action or decision on an application shall be deemed to have been made as of the date upon which the board of trustees executes the written resolution, which shall constitute the final decision of the board of trustees.

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or
- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting, with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or
- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

The Town staff recommends the Board of Trustees approve draft Resolution 19-77, a resolution approving the Sheley 4H-M267 Special Use Permit application with conditions.

RESOLUTION NO. 19-77

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE SIX OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE.

WHEREAS, Crestone Peak Resources (hereinafter “Crestone” or “Applicant”) has submitted an application and supporting materials to the Town of Firestone, pursuant to Chapter 15.48 of the Firestone Municipal Code, for special use permits to locate within the Town oil and gas wells referred to as the proposed Sheley 3C-4H-M267 through Sheley 3H-4H-M267 Wells (“Application”); and

WHEREAS, the Application was reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision, zoning, and oil and gas ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, pursuant to Chapter 17.32 of the Firestone Municipal Code, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the Application; and

WHEREAS, after the public hearing of the Planning and Zoning Commission, at which evidence and testimony were entered into the record, the Planning and Zoning Commission found the special use request for the well should be approved subject to certain conditions, and made its recommendation of approval by resolution to the Board of Trustees; and

WHEREAS, pursuant to Chapter 17.32 of the Firestone Municipal Code, the Firestone Board of Trustees held a properly noticed public hearing on the special use application, at which evidence and testimony were entered into the record; and

WHEREAS, the Board of Trustees has duly considered the Application, the evidence and testimony presented at the hearing, and the resolution of the Planning and Zoning Commission, finding the Application to conform to the review criteria set forth in Section 15.48.050 of the Firestone Municipal Code, and desires to approve the Application subject to certain conditions, pursuant to Chapters 15.48 and 17.32 of the Firestone Municipal Code.

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

Section 1. The Board of Trustees has reviewed Crestone Peak Resources’s (hereinafter “Crestone” or “Applicant”) application for special use permits to locate within the Town oil and gas wells referred to as the proposed Sheley 3C-4H-M267 through Sheley 3H-4H-M267 Wells (“Application”), in relation to the review criteria set forth in Sections 15.48.050 and 17.32.030 of the Firestone Municipal Code, and finds that the use proposed in the Application is compatible and

beneficial to the surrounding properties and inhabitants and not detrimental.

Section 2. The Board of Trustees hereby approves the Application and the special use permit request therein for the placement of six oil and gas wells on the parcel more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, subject to the terms and conditions set forth in said permit, which is incorporated herein by this reference, and subject the following conditions:

1. The Town's special use approval shall expire on the date of expiration of the Oil and Gas Conservation Commission Permit to drill the well or one year from the date of Town approval, whichever is later, if operations for the well are not commenced by such date. In the event special use approval expires, the Applicant shall apply for a new special use permit pursuant to Chapter 15.48 of the Firestone Town Code.
2. Oil and gas operations shall be conducted in compliance with all federal, state, and local laws, rules and regulations, including but not limited to the Colorado Oil and Gas Conservation Commission ("COGCC") permit for such well and the final special use permit application materials approved by the Town Board, which materials will be incorporated therein by reference. Applicant shall provide to the Town copies of all state approved permits, waivers, variances and subsequent notices filed with the state and affecting the well.
3. Prior to the Town issuing a notice to proceed, the applicant shall modify plans and application materials pursuant to comments from the Town Engineer set forth in a memoranda dated June 28, 2019, to the satisfaction of the Town.
4. Prior to the Town issuing a notice to proceed, the applicant shall modify plans and application materials pursuant to comments from Arrakeen Resource Company set forth in a memoranda dated June 5, 2019, to the satisfaction of the Town.
5. Prior to entering the site, Applicant shall obtain from the Town necessary building permits and notices to proceed.
6. Prior to commencement of any work within the Town the applicant, including contractors and subcontractors, shall obtain necessary Contractor's Licenses from the Town.
7. Prior to moving the drilling rig onto the well site, Applicant shall obtain from the Town and Weld County necessary permits to move the drilling rig equipment within the Town and County, specifically an Overweight Permit from the Town is required for moving the drilling rig.
8. In the exercise of its rights pursuant to this special use approval, Applicant shall avoid any damage or interference with any Town installations, structures, utilities, or improvements. Applicant shall be responsible for all damages to such interests of the Town that are caused by the Applicant.

9. Applicant at its sole expense shall control fugitive dust at the well site and on private access roads on an as-needed basis. Methods and chemicals used for dust control shall comply with Town ordinances and COGCC regulations.
10. The oil/gas well facilities shall utilize setbacks as specified in COGCC regulations.
11. Deliveries and construction traffic to and from the site shall, whenever possible, be scheduled during daylight hours.
12. The use of pump jacks shall be limited to those running on electric motors.
13. Oil and gas operations at the well site shall comply with the Cooperative Development Plan Agreement, attached hereto as Exhibit B.

INTRODUCED, READ AND ADOPTED this 28th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Legal Description

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 4, Township 2 North, Range 67 West of the 6th Principle Meridian, Town of Firestone, Weld County, Colorado.

EXHIBIT B
Cooperative Development Plan Agreement

COOPERATIVE DEVELOPMENT PLAN AGREEMENT

This Cooperative Development Plan Agreement ("Agreement") is made and entered into this 13th day of December, 2018 (the "Effective Date"), by and between the Town of Firestone, a Colorado municipal corporation ("Firestone" or "Town"), whose address is 151 Grant Ave, P.O. Box 100, Firestone, Colorado 80520, and Crestone Peak Resources LLC, a Delaware limited liability company ("Crestone"), whose address is 1801 California Street, Suite 2500, Denver, Colorado 80202. Crestone and Firestone may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Firestone and Crestone value a balanced approach to oil and gas development that protects human health, safety and welfare, as well as the environment and wildlife, and that offsets any impacts from such development. To achieve such mutual objectives in a cooperative manner, Firestone and Crestone enter into this Agreement to accomplish the following:

1. To site new well pads that Crestone plans to develop within Firestone at locations that will protect public safety and the environment, while allowing for the efficient development of oil and gas;
2. To further mitigate the potential environmental and land use effects associated with this development by adopting best management practices ("BMPs") that supplement state environmental requirements in an efficient and cost-effective manner, including BMPs for odor mitigation, noise mitigation, lighting installation, road maintenance, and landscape restoration, all to benefit the Town and its residents; and
3. To make contributions for urban renewal planning and park and infrastructure improvements that will likewise benefit the Town and its residents and will also offset any remaining impacts from this development.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. GENERAL PROVISIONS

1. **Effective Date.** This Agreement will be effective as of the Effective Date.
2. **Intent to Supplement State Rules and Regulations.** The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, Colo. Rev. Stat. § 34-60-101 et seq., the Colorado Oil and Gas Conservation Commission ("COGCC") regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations, which the COGCC has done. The BMPs developed jointly by the Parties and identified in this Agreement are intended to supplement and are in addition to these state rules and regulations.

3. **Exercise of Local Land Use Authority.** The Parties further recognize that Firestone has enacted land use regulations pursuant to the Local Government Land Use Enabling Act, Colo. Rev. Stat. § 31-15-401 et seq., and the Land Planning Act, Colo. Rev. Stat. § 29-20-101 et seq., which authorize local governments to enact land use regulations that regulate, *inter alia*, oil and gas development, provided that such regulations are not preempted by state law. The Parties also recognize that Crestone's activities covered by this Agreement are best addressed in a collaborative manner, as set forth in this Agreement.

4. **Applicability.** This Agreement and the BMPs will apply to all new wells that Crestone drills on the Identified Well Pads during the Term of this Agreement. This Agreement will not apply to any wells for which Crestone is not the operator.

5. **Term.** The term of this Agreement will commence upon the Effective Date and will remain in effect for five (5) years (the "First Term"), which may be extended from time to time by mutual agreement of the Parties (the "Term").

6. **Effect of Termination on Obligations.** If the Agreement is terminated by either Party, any development approved by the Town will continue to be authorized under and subject to this Agreement.

7. **Drilling Plan.** In consultation with Firestone, Crestone has developed a Drilling Plan that includes both: (i) the four (4) well pad sites identified as the Bighorn, Kugel, Johnson, and Sheley on the Cooperative Development Area Map, that Crestone plans to develop during the First Term (the "Identified Well Pads"); and (ii) the BMPs that will apply to such development. The BMPs are listed on the Best Management Practices for Pad Site Locations attached as Appendix A, and the Identified Well Pads are depicted in the Cooperative Development Area Map attached as Appendix B. Crestone will not drill more than sixty (60) wells total from the Bighorn, Kugel, Johnson, and Sheley well pad sites collectively.

8. **Urban Growth Boundary.** If Crestone acquires additional real property interest during the Term at a location outside the Firestone town limits, but within the urban growth boundary as set forth on Appendix C, and Crestone intends to use such location as a pad for drilling one or more oil and gas wells, then Crestone will support Firestone's annexation of such location. If the location is annexed by Firestone, then the well pad will be considered an Identified Well Pad under this Agreement, effective as of the date of annexation. Contributions under Article II, Section 4(b) will not apply to the annexed Identified Well Pads, and the Parties will instead negotiate in good faith any contributions by Crestone to the Town related to the annexed Identified Well Pads at the time of annexation.

ARTICLE II. APPROVAL PROCESS, OPERATIONS, AND CONSIDERATION

1. **Special Use Permit Submission Requirements.** For each new well Crestone drills on the Identified Well Pads, the Parties will follow the requirements and procedures outlined in Section 15.48.030 of the Firestone Municipal Code (the "Code") for special use permits, all applications submitted by Crestone will contain the elements prescribed by Section 15.48.040 of the Code, and

the Town's board of trustees will review the application using the review criteria outlined in Section 15.48.050 of the Code and the BMPs, as applicable. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time of submission. The Town recognizes that time is of the essence with respect to approval of special use permits and will use its best efforts to process Crestone's applications submitted pursuant to this Article II, Section 1 in a prompt and timely manner. To that end, the Town agrees that Town staff review of the applications will take no longer than sixty (60) calendar days after the Town staff determines the application is complete.

2. Crestone's Operations. For each new well Crestone drills on the Identified Well Pads, Crestone will operate such well to comply with the BMPs and Sections 15.48.060 through 15.48.200 of the Code. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time.

3. Crossing Permits. The Parties intend to minimize the use of tanks by Crestone for development under this Agreement. For all facilities associated with Crestone's oil and gas development, including flowlines, gathering lines, access roads, utility lines, storage tanks, processing and separation facilities, and other production, processing, transportation, and marketing facilities, that require a permit under Section 15.44.010 of the Code, Crestone will follow the procedures and rules set forth in Sections 15.44.020 through 15.44.100 and 15.44.120 through 15.44.150 of the Code. Crestone will make a one-time payment for each crossing permit based on the right-of-way pricing set forth on Appendix D, without minimum consideration. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time. The Town will render a decision on each crossing permit application within ninety (90) calendar days after the application is deemed complete.

4. Crestone's Contributions. To offset potential impacts from the Identified Well Pads and associated wells, Crestone will make contributions to the Town as follows:

a. Contribution to the Urban Renewal Authority. A one-time contribution of one hundred thousand dollars (\$100,000) to the Firestone Urban Renewal Authority for the preparation of an Urban Renewal Plan, which contribution will be made within thirty (30) calendar days after the Effective Date; and

b. Contributions for Park and Infrastructure Improvements. A one-time contribution to Firestone of two hundred fifty thousand dollars (\$250,000) for each Identified Well Pad (excluding any Identified Well Pads included pursuant to Article I, Section 8), paid within ninety (90) calendar days after the date of first production from such Identified Well Pad as reported by Crestone to the COGCC on Crestone's Completed Interval Report, Form 5A. For planning purposes, Crestone anticipates dates of first production from two (2) Identified Well Pads to occur in 2019 and from two (2) Identified Well Pads to occur in 2020.

5. Submissions to the COGCC. Firestone will not object to any of Crestone's submissions to the COGCC pertaining to the Identified Well Pads and related wells, and, upon Town approval

of operations pertaining to a new well, Firestone will promptly notify the COGCC in writing that the Town has approved such operations under its land use review procedures and pursuant to this Agreement.

ARTICLE III. OTHER PROVISIONS

1. No Waiver of Rights. The Parties acknowledge and agree that this Agreement will not be used as evidence that either Party has waived any rights to assert its claims concerning the validity of Firestone's land use authority or jurisdiction or Crestone's rights to develop its mineral resources. Nothing herein will be construed as an admission by either Party of any legal right or obligation.

2. Force Majeure. Neither Party will be liable for any delay or failure in performing under this Agreement in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or inability to obtain permits, licenses, consents, easements, or rights-of way. If any Party is rendered, wholly or in part, unable to carry out its obligations under this Agreement due to any such force majeure event, it is agreed that, upon the affected Party's giving notice and a description of such delay in reasonable detail in writing to the other Party as soon as reasonably possible after the occurrence of the causes relied on, the obligation of the Party giving such notice, so far as it is affected by such condition or event, will be suspended and any time periods will be extended for a period equal to the period of the continuance of the event or condition.

3. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement.

4. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

5. No Third-Party Beneficiaries. This Agreement is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Additionally, nothing in this Agreement will entitle any third party to any claims, rights or remedies of any kind.

6. Notices. All notices and other correspondence related to this Agreement will be in writing and will be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

Firestone: Town of Firestone
 151 Grant Ave
 P.O. Box 100

Firestone, Colorado 80520
Attn: Town Manager
Telephone: 303.833.3291
Fax: 303.833.4863
Email: []

Crestone: Crestone Peak Resources LLC
1801 California Street, Suite 2500
Denver, Colorado 80202
Attn: David Stewart
720-410-8500
Email: David.Stewart@crestonepr.com

7. Dispute Resolution. If either Party believes that the other Party has violated any provision of this Agreement, the Party claiming that a violation has occurred will send written notice to the other Party, identifying the violation and invoking the dispute resolution process in this Section. Upon receiving such written notice, the other Party will have thirty (30) calendar days to remedy the alleged violation, unless such violation involves operations at a well pad site, in which case the time period will be ten (10) days. If the other Party denies the alleged violation, then the Parties will meet to resolve the alleged violation within ten (10) or thirty (30) calendar days (as the case may be) of the date of delivery of the initial written notice. If a resolution of the matter cannot be achieved at the meeting, both Parties agree to make a reasonable effort to work through and with a mutually acceptable mediator to attempt to resolve the dispute. Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner, such Party may, at its discretion, institute a legal proceeding in a court of proper jurisdiction to seek appropriate remedies. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance of all acts and things required by the Agreement. Provided, however, that no such legal proceeding will be initiated for a period of at least thirty (30) calendar days after delivery of the initial written notice.

11. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof will be effective unless contained in a written agreement signed by both Parties.

12. Assignment. Crestone may convey or assign its rights and obligations for any or all of the Identified Well Pads, related facilities, special use permits, and/or associated crossing permits, provided that such conveyance or assignment includes both Crestone's rights and its obligations for the subject Identified Well Pads, related facilities, special use permits, and/or crossing permits. For purposes of this paragraph, Crestone's rights include without limitation its vested development rights upon Town approval, and Crestone's obligations include without limitation its BMP obligations under Appendix A.

13. Surface Use Agreement. Crestone's predecessors-in-interest regarding certain lands in the N/2 of Section 18, Township 2 North, Range 67 West, Weld County, Colorado, the Firestone Finance Authority ("FFA"), and the Town entered into that certain Compatible Development and Surface Use Agreement dated September 25, 2006, which addresses Crestone's use of surface property owned by the Town. Concurrently with execution of this Agreement, Crestone, FFA, and

the Town will execute an amendment to such Compatible Development and Surface Use Agreement to address uses of Town property associated with the Identified Well Pads. This Agreement will not be effective until Crestone, FFA, and the Town execute such amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

FIRESTONE:

THE TOWN OF FIRESTONE

By: Bobbi Sindelar
Name: Bobbi Sindelar
Title: Mayor
Date: Dec. 12, 2018



CRESTONE:

CRESTONE PEAK RESOURCES LLC

By: David Stewart
Name: David Stewart
Title: VP Estimation and External Affairs
Date: 12/6/18

APPENDIX A
BEST MANAGEMENT PRACTICES FOR PAD SITE LOCATIONS

1. Odor Mitigation. To mitigate the effects of odor from Crestone's operations, Crestone will consult with the Town regarding the selection and implementation of appropriate mitigation measures. These mitigation measures may include the following:

- A. Erect walls around the Identified Well Pads to limit air flow through the well sites during the drilling and completion of wells. These walls will have a minimum height of thirty-two (32) feet, and Crestone will consult with Firestone regarding whether the walls should have a height of more than thirty-two (32) feet at the Johnson, Kugel, and Sheley well pad sites;
- B. Add odor-suppression liquid to its drilling mud to neutralize odors;
- C. Install a chiller to cool the drilling fluid as it is piped through the recirculation system before routing to the suction tanks;
- D. Enclose the suction tank and shaker tanks;
- E. Continue to evaluate different additive formulations that have the potential to better suppress odors, including but not limited to non-diesel based additives;
- F. During flowback and well completions, utilize closed-loop green completion techniques to the maximum extent practicable to minimize emissions and the flaring of natural gas; and
- G. In order to reduce airflow and evaporation, cover trucks transporting drill cuttings, cover the drilling fluid mixing tanks, use a squeegee to remove drilling fluids from pipes as they exit the wellbore, and ensure that all drilling fluid is removed from pipes before storage.

2. Noise Mitigation. To reduce the noise effects on the Town and its residents during drilling, and to provide cost benefits to Crestone, all permanent equipment with engines or motors that can be electrified will be electrified from the power grid, except that operations pertaining to the Bighorn well pad will not be subject to this requirement if electricity from the power grid is not available at the site. If electricity from the power grid is unavailable at the Bighorn well pad, Crestone will use quiet design mufflers (also referred to as hospital grade or dual dissipative) or equivalent, or acoustically insulated housing or covers to enclose the motor or engine at the Bighorn well pad site. Additionally,

- A. Crestone agrees to use the Liberty Quiet Fleet or comparable technology from an alternative vendor on all well sites for completion operations;

- B. Crestone will install sound walls on all four sides of the Identified Well Pads during the drilling and completion at a minimum height as set forth in BMP 1.A; and
- C. Crestone will develop and implement in consultation with the Town a Noise Mitigation and Monitoring Plan that provides for continuous monitoring and modeling from four (4) sides of the facility at least 350 feet from the sound wall where possible provided that approval from surrounding surface owners can be obtained. The plan should identify site-specific noise mitigation techniques such as dirt moving to attenuate noise, and source-based noise mitigation. Crestone will share all information and reports from such monitoring and modeling with the Town.

3. Lighting. Crestone will install down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that Crestone may still use lighting that is necessary for public and occupational safety.

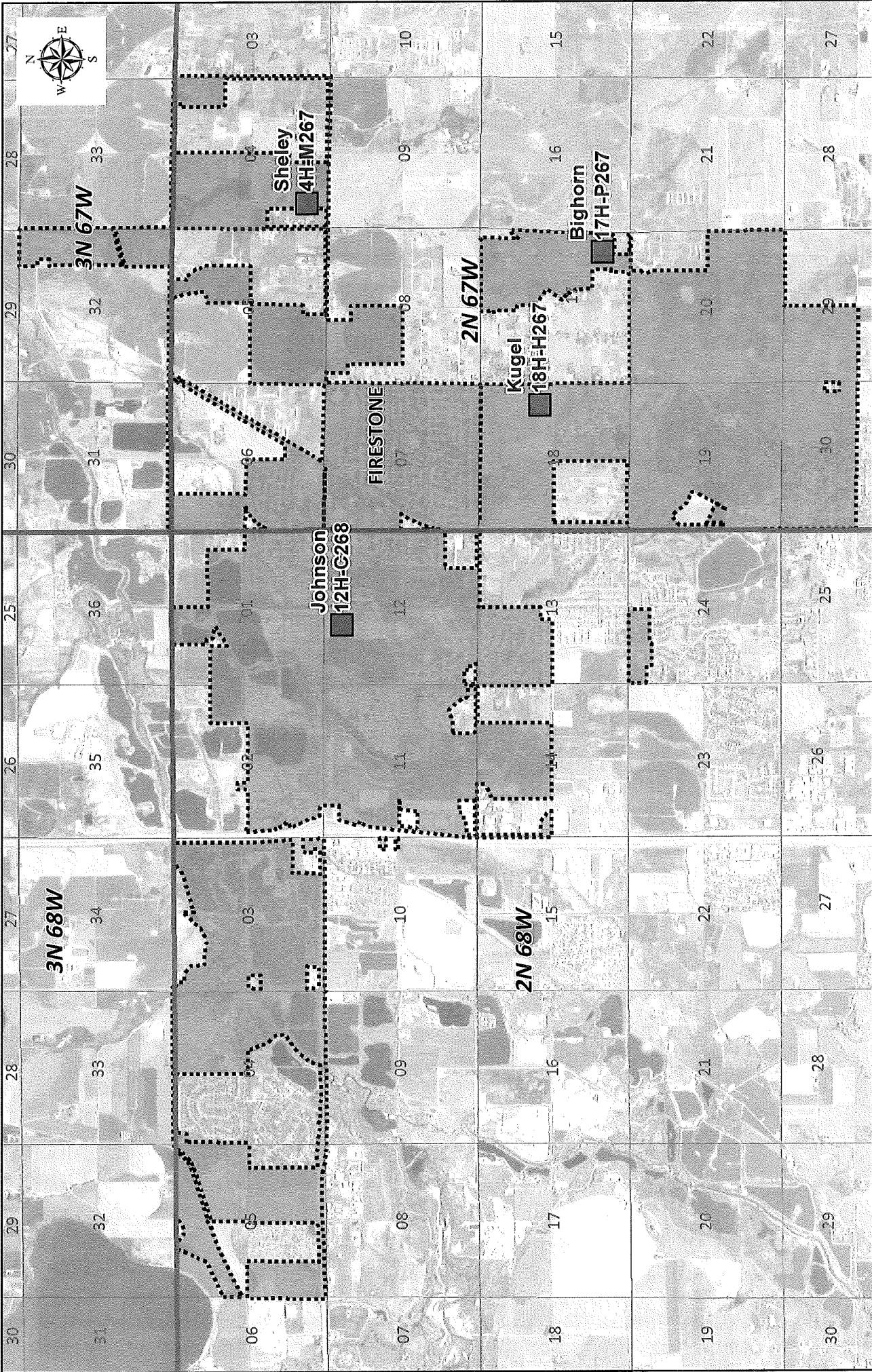
4. Road Repairs. The Parties recognize that truck traffic accessing the Identified Well Pads may cause damage to Firestone roads and that road repairs may be needed to mitigate such damage. Crestone will arrange for a qualified outside consultant to perform a road impact study for all Firestone roads that are used to access an Identified Well Pad during the Term. The consultant will conduct the first part of the study prior to Crestone's drilling and completions phase of operations at such Identified Well Pad and the second part of the study after Crestone completes all drilling and completions at such Identified Well Pad. The Parties will use these studies to determine the extent of any damage accruing to the road during the study period. Crestone will then promptly pay Firestone to repair such damage or else arrange and pay the cost of such repairs itself based on Firestone's preference.

5. Drilling Pipe and other Large Tubulars Loading. Crestone will not load large tubulars between 7:00 pm and 7:00 am Mountain Time.

6. Kugel Landscape Restoration. Crestone will consult with the Town to reduce the Kugel well pad footprint to the extent practicable and to mitigate potential visual effects of the Kugel pad site. A payment for landscaping at the Kugel pad site will be negotiated with and approved by the Town as part of the associated special use permit.

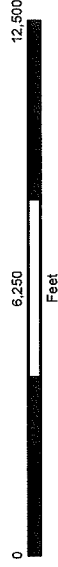
APPENDIX B
COOPERATIVE DEVELOPMENT AREA MAP

[See attached.]



Cooperative Development Area Map

Weld County, Colorado



Legend

-  Crestone Locations
-  Township (PLSS)
-  Section (PLSS)
-  Town of Firestone

APPENDIX C
URBAN GROWTH BOUNDARY

[See attached.]

FIRESTONE BOUNDARY EXHIBIT



LEGEND



TOWN GROWTH PLANNING BOUNDARY
(Area=47.1 square miles)



JAN. 2016 TOWN LIMITS
(Area=14.2 square miles)

APPENDIX D
RIGHT OF WAY PRICING

[See attached.]



Right-of-way Pricing

Summary:

This pricing will be used as a minimum charge for all rights-of-way delegated to staff for review and approval. The new pricing practices accomplish the following:

1. The pricing procedures align with the objective stated in Right-of-way Policy #400-001. That is, *"To accommodate rights-of-way on state trust lands in a manner that minimizes encumbrances while preserving long-term real estate value, protecting natural values, allowing multiple uses and achieving appropriate market based returns"*.
2. The right-of-way pricing differentiates between uses that have different impacts on the land.
3. The right-of-way pricing encourages applicants to request the narrowest right-of-way possible to accommodate the desired use.
4. The right-of-way pricing charges for rights-of-way that cross virgin land.

Right-of-way Pricing:

The Colorado State Land Board's (SLB) approach to pricing rights-of-way on state trust land uses a three step process.

1. Determines a value for the proposed right-of-way based on a fixed-value per measure of length using Table 1 below. The standard measure of length used to describe a right-of-way is the rod. A rod is 16.5 feet in length.
2. Calculate the value of the right-of-way based on the estimated market value of the property that will be encumbered.
3. Factor in any other variables unique to the trust land being encumbered. Use the greater of the two values as the consideration charge.
4. The minimum consideration for any right of way is \$5,000.

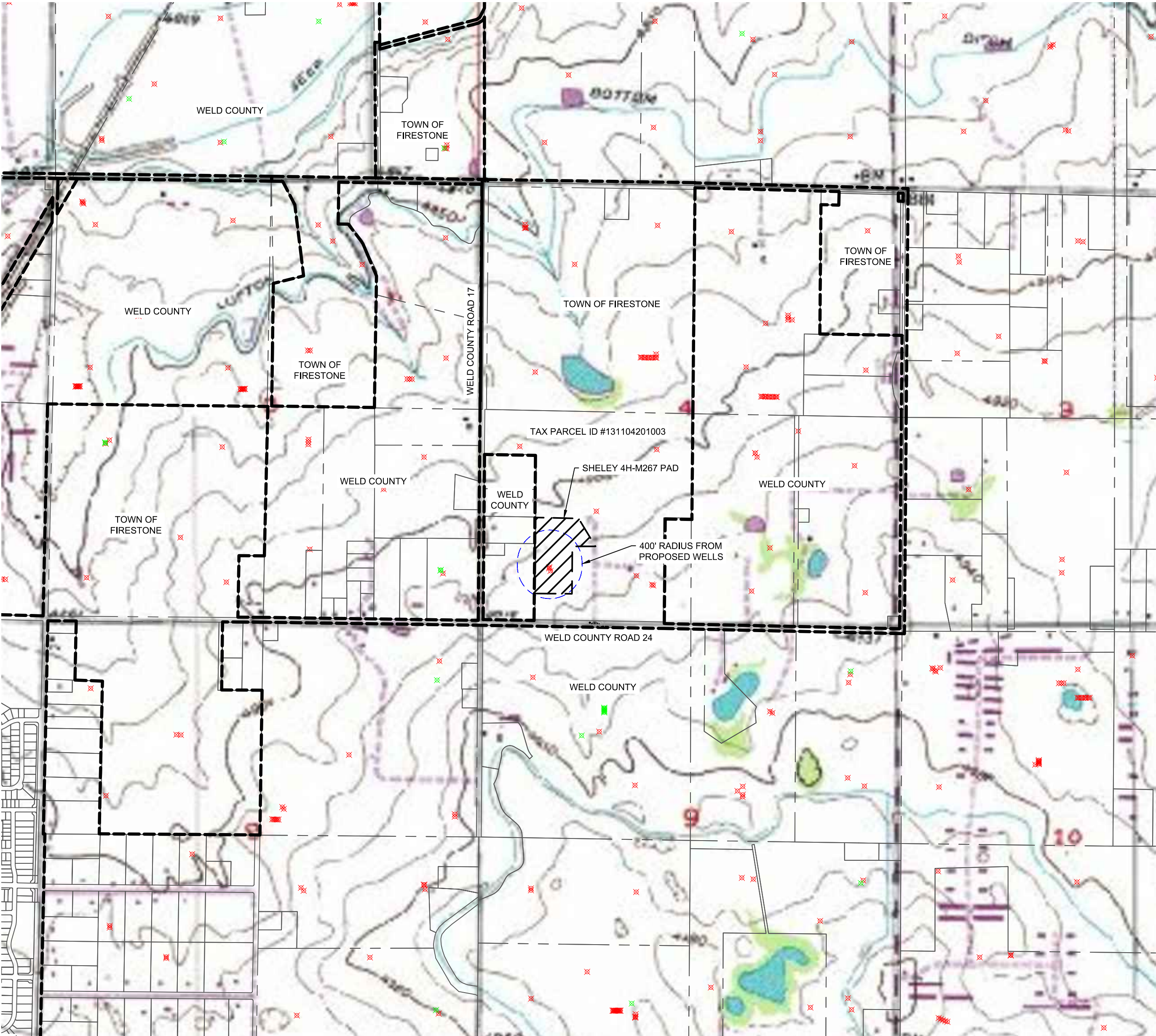
Table 1: ROW Pricing

Proposed Use	ROW Width in Feet and Consideration Charge per Rod							
	0 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	Over 50
Underground Installations	\$ 34.00	\$ 42.50	\$ 51.00	\$ 59.50	\$ 68.00	\$ 76.50	\$ 85.00	Board Decision
Private Roads, Ditches and Canals	\$ 36.00	\$ 45.00	\$ 54.00	\$ 63.00	\$ 72.00	\$ 81.00	\$ 90.00	Board Decision
Public Roads, railroads, reservoirs	Board Decision							
Electric Power Transmission Lines with capacity of 230 Kv or less	\$ 38.00	\$ 47.50	\$ 57.00	\$ 66.50	\$ 76.00	\$ 85.50	\$ 95.00	Board Decision
Electric Power Transmission Lines with capacity greater than 230 Kv	Board Decision							

SHELEY 4H-M267 PAD
SPECIAL USE PERMIT

GENERAL NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 67 WEST, ASSUMED TO BEAR N 00°27'55" E, BETWEEN A FOUND 3.25" ALUMINUM CAP, PLS 24305 AT THE SOUTHWEST CORNER AND A FOUND 2" ALUMINUM CAP, PLS 23500 AT THE WEST ¼ OF SAID SECTION 4.
3. THIS IS NOT A MONUMENTED LAND SURVEY.
4. NO TITLE INFORMATION PROVIDED AT THE TIME OF THIS SURVEY. IT IS POSSIBLE THERE ARE RECORDED AND UNRECORDED DOCUMENTS WHICH MAY AFFECT THIS PROPERTY.
5. NO WETLANDS DETERMINATIONS WERE MADE THIS DATE.
6. NO IMPROVEMENTS, OTHER THAN THOSE SHOWN, WERE LOCATED THIS DATE.
7. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY, OR EASEMENT SHALL CONFORM TO THE TOWN OF FIRESTONE CONSTRUCTION STANDARDS AND SPECIFICATIONS.
8. THE VEGETATIVE COVER WITHIN 400 FEET OF THE PROPOSED WELLS IS NATIVE GRASSES.
9. THE SITE FENCING SHALL COMPLY WITH MUNICIPAL CODE CHAPTER 15.40.
10. CRESTONE PEAK RESOURCES IS RESPONSIBLE FOR OBTAINING ALL REQUIRES PERMITS PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROJECT. CALL UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION WORK.
11. IT IS THE RESPONSIBILITY OF THE DEVELOPER DURING CONSTRUCTION ACTIVITIES TO RESOLVE CONSTRUCTION PROBLEMS DUE TO CHANGED CONDITIONS, OR DESIGN ERRORS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROJECT. IF, IN THE OPINION OF THE TOWN, THE MODIFICATIONS PROPOSED BY THE DEVELOPER, TO THE ACCEPTED PLANS, INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR RESUBMITTING THE REVISED PLANS TO THE TOWN OF FIRESTONE FOR ACCEPTANCE PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE PROJECT. ANY IMPROVEMENTS NOT CONSTRUCTED IN ACCORDANCE WITH THE ACCEPTED PLANS, OR THE ACCEPTED REVISED PLANS, SHALL BE REMOVED AND RECONSTRUCTED ACCORDING TO THE APPROVED PLAN.
12. AREAS OF DISTURBANCE FOR THE SITE SHALL BE RESEEDDED WITH NATIVE SEED MIX.
13. TANKS, FACILITIES AND STEEL RIMMED BERMS SHALL BE PAINTED PER APPROVED TOWN PAINT COLOR.
14. THE GENERAL APPEARANCE OF THE CRESTONE PEAK RESOURCES SITE AND FACILITY MAINTENANCE SHALL BE MANAGED AS PER TOWN AND STATE REQUIREMENTS FOR OIL AND GAS OPERATIONS. THE OPERATOR SHALL ROUTINELY RE-PAINT THE SURFACE FACILITIES, TO ELIMINATE RUST AND SPILL SPOTS ON THE SURFACE FACILITIES.
15. THE PROPOSED WELL FACILITY PAD SHALL BE CONSTRUCTED WITH ROAD BASE MATERIAL WHICH IS RESISTANT TO EROSION AND DEGRADATION AND CONFORM TO THE TOWN OF FIRESTONE CONSTRUCTION STANDARDS AND SPECIFICATIONS.
16. THE PROPOSED WELL AND FACILITY ACCESS ROADS SHALL COMPLY WITH MUNICIPAL CODE CHAPTER 15.48.170.



VICINITY MAP
SCALE: 1" = 1000'

LEGEND

- = COGCC WELLS (EXISTING)
- = COGCC WELLS (NOT EXISTING)

SHEET INDEX:

- S1 - COVER SHEET
- S2 - SITE PLAN
- S3 - DETAILS

CONTACTS:

- PROPERTY OWNER: BABCOCK LAND CORP
212 N WAHSATCH AVE STE 301
COLORADO SPRINGS, CO 809033476
- APPLICANT/OPERATOR: CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST, SUITE 2500
DENVER, CO 80202
- CONSULTANT: ASCENT GEOMATICS SOLUTIONS
8620 WOLFF COURT
WESTMINSTER, CO 80031
(303) 928-7128

PREPARED BY:



Ascent Geomatics Solutions
8620 Wolff Court
Westminster, CO 80031

PREPARED FOR:



CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST
SUITE 2500
DENVER CO 80202

SHEET NAME:

COVER SHEET

SURFACE LOCATION:
SECTION 4, TOWNSHIP 2 NORTH, RANGE 67 WEST
OF THE 6TH MUNICIPAL MERIDIAN
WELD COUNTY, COLORADO

INT.

REVISION DESCRIPTION

DATE:

NO.

FIELD DATE:

04-16-2018

DRAWING DATE:

09-19-2018

DRAFTED BY:

CSG

SHEET NO.

S1

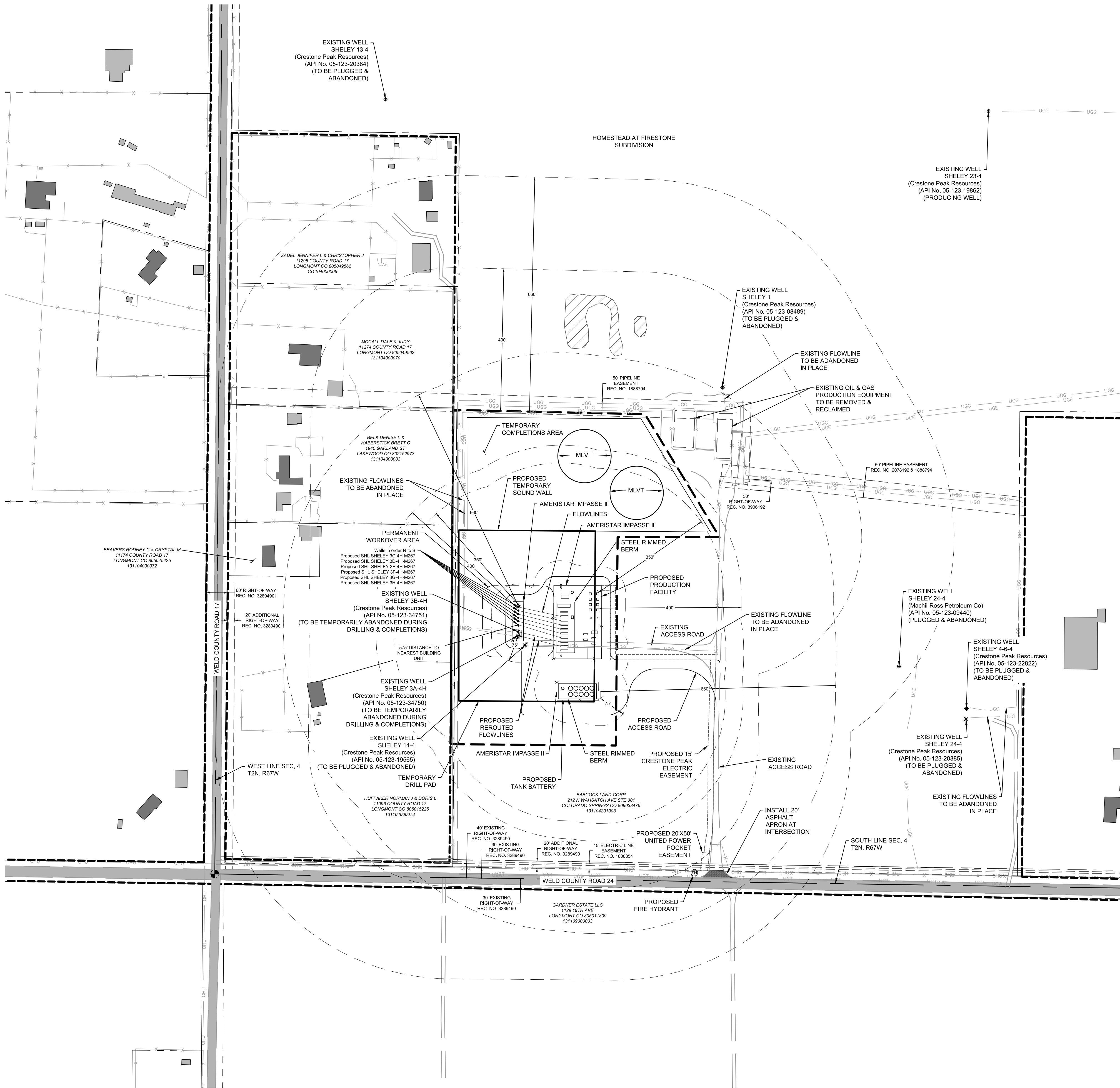
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This plot does not represent a monumented land survey and should not be relied upon to determine boundary lines, property ownership or other property interests. Parcel lines, if depicted have not been field verified and may be based upon publicly available data that also has not been independently verified.

DATA SOURCES:
TOWN MAPS
PARCELS: WELD COUNTY ASSessor
MUNICIPAL BOUNDARY: US CENSUS BUREAU

PUBLICLY AVAILABLE DATA SOURCES
HAVE NOT BEEN INDEPENDENTLY
VERIFIED BY ASCENT

SHELEY 4H-M267 PAD
SPECIAL USE PERMIT



Please note that the size & elevation of the proposed equipment is approximate and the actual orientation of the equipment inside the fencing is subject to change.

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WELLS: COSO
MUNICIPAL BOUNDARY: US CENSUS BUREAU

PUBLICLY AVAILABLE DATA SOURCES
HAVE NOT BEEN INDEPENDENTLY
VERIFIED BY ASCENT.

PREPARED BY:



Ascent Geomatics Solutions
8620 Wolff Court
Westminster, CO 80031

PREPARED FOR:



CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST
SUITE 2500
DENVER CO 80202

SHEET NAME:
SITE PLAN

INT.

REVISION DESCRIPTION

DATE:

FIELD DATE:

04-16-2018

DRAWING DATE:

09-19-2018

DRAFTED BY:

CSG

SHEET NO.

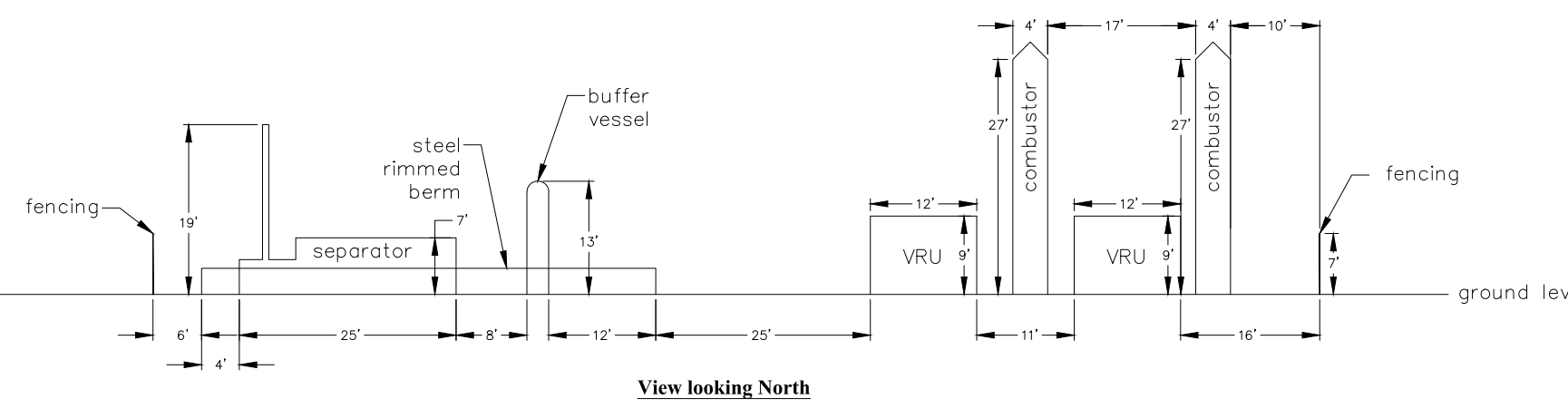
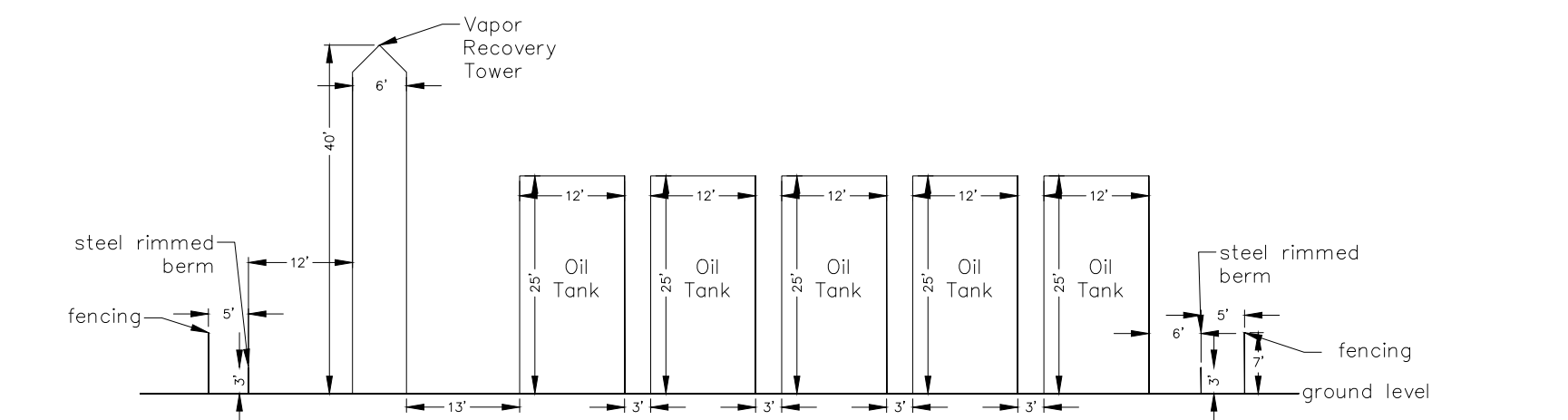
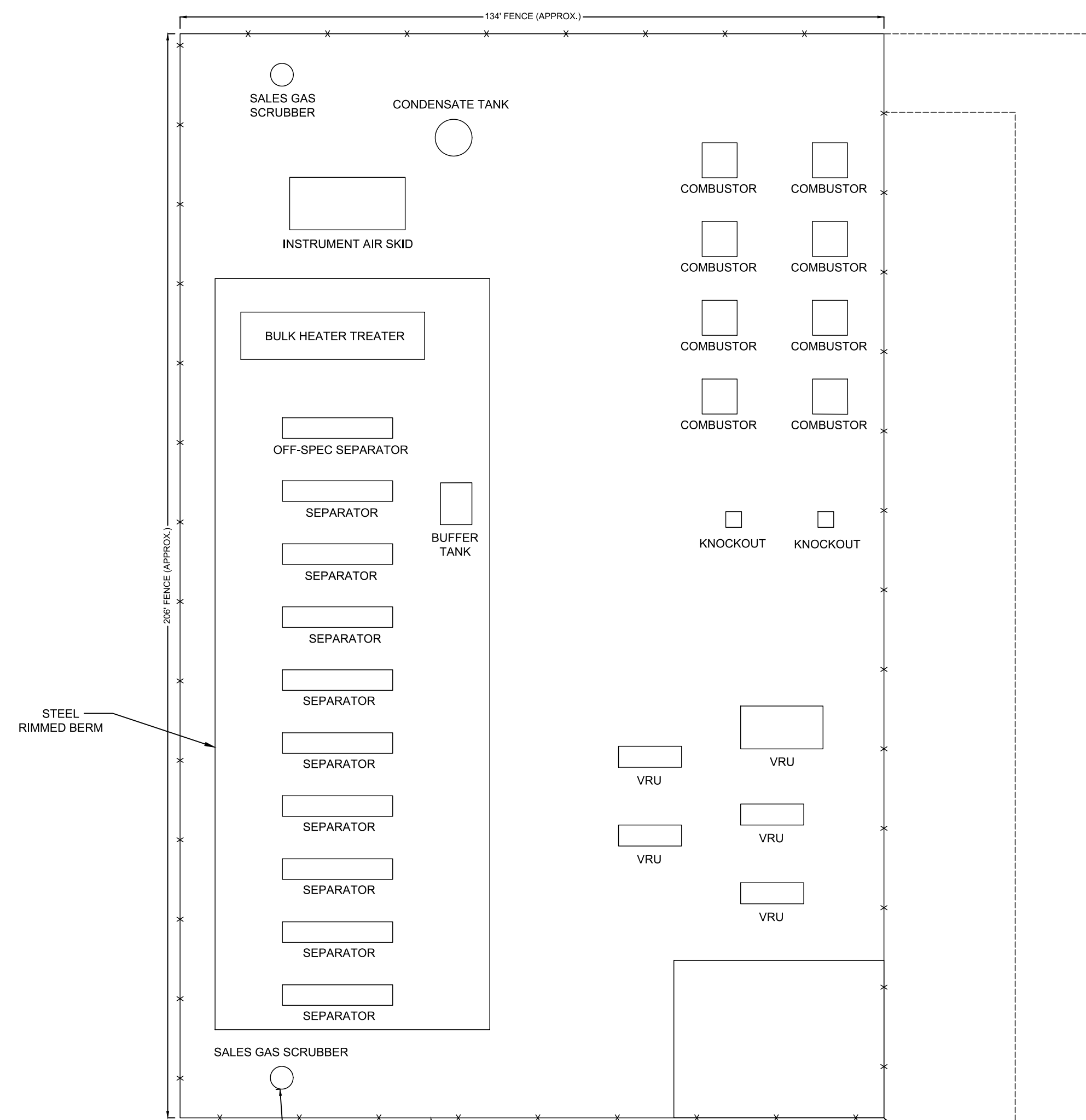
S2

**SHELEY 4H-M267 PAD
SPECIAL USE PERMIT**

FACILITY CROSS-SECTION

Steel Rimmed Berm Details

Steel Berm Ring is sized to hold 150% of the capacity of the largest tank.
Berm Ring is 38" in height and is buried 7" into ground,
Side panels are bolted to 6" steel posts buried 3' into ground, Sidewalls made of
G-90 galvanized steel which are painted "Crestone Tan"



PAINT SPECS



Protective & Marine Coatings

ACROLIN™ 218 HS

ACRYLIC POLYURETHANE

Part A

Part A

Part B

865600

865600

865600

Class Series

Sea-Deck Series

HardDeck

Revised: September 22, 2017

PRODUCT INFORMATION

5.2

PRODUCT DESCRIPTION

ACROLIN 218 HS is a two-component, isocyanate-epoxy, specifically formulated polyurethane for ship deck applications. Acrylic polyurethane is a durable, long-lasting finish that provides color and gloss retention for exterior applications. Acrylic polyurethane is also resistant to abrasion, impact, and chemicals. It is ideal for use on steel, aluminum, and fiberglass surfaces. It is also suitable for use on concrete surfaces. It is a fast-drying, easy-to-apply finish that provides a long-lasting, durable finish. It is a high-gloss, easy-to-clean finish that provides a long-lasting, durable finish. It is a high-gloss, easy-to-clean finish that provides a long-lasting, durable finish.

RECOMMENDED USES

Acrylic polyurethane is a durable, long-lasting finish that provides color and gloss retention for exterior applications. It is ideal for use on steel, aluminum, and fiberglass surfaces. It is also suitable for use on concrete surfaces. It is a fast-drying, easy-to-apply finish that provides a long-lasting, durable finish. It is a high-gloss, easy-to-clean finish that provides a long-lasting, durable finish. It is a high-gloss, easy-to-clean finish that provides a long-lasting, durable finish.

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PRODUCT CHARACTERISTICS

Finish: Gloss or Semi-Gloss

Color: White

Volume Solids: 60% ± 2%, mixed, may vary by color

Weight Solids: 70% ± 2%, mixed, may vary by color

VOC (by Method 241): 0.05 lb./gal. (0.05 kg./kg.)

Mix Ratio: 6:1 by volume, 1 gal. of pail contains 1000 ml. of Part A and 166.7 ml. of Part B

PERFORMANCE CHARACTERISTICS

Surface Preparation: SSPC-SP13/24-2

System Thickness: 2 mils. (50 microns) dry film

Adhesion: 1 mils. (25 microns) dry film

Flexibility: 1 mils. (25 microns) dry film

Resistance: 1 mils. (25 microns) dry film

Corrosion: 1 mils. (25 microns) dry film

Weathering: 1 mils. (25 microns) dry film

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Weathering: 1 mils. (25 microns) dry film

Recommended Service Life

Wet mils (microns) dry film

Coverage per gallon (liters) (4 gal./15.9 L)

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Coverage per gallon (liters) (4 gal./15.9 L)

Recommended Service Life

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Coverage per gallon (liters) (4 gal./15.9 L)

Dry Film Thickness @ 6.0 mils wet (150 microns)

30°F/1°C @ 70°F/21°C @ 120°F/49°C

To touch: 3 hours 30 minutes 20 minutes

To recoat: 15 hours 8 hours 6 hours

To recoat: 15 hours 8 hours 6 hours

To recoat: 15 hours 8 hours 6 hours

To recoat: 15 hours 8 hours 6 hours

Dry Film Thickness @ 6.0 mils wet (150 microns)

30°F/1°C @ 70°F/21°C @ 120°F/49°C

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To touch: 3 hours 30 minutes 20 minutes

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To recoat: 15 hours 8 hours 6 hours

Life

Minimum (Part A, Res. 865550) 24 months

Maximum (Part A, Res. 865550) 24 months

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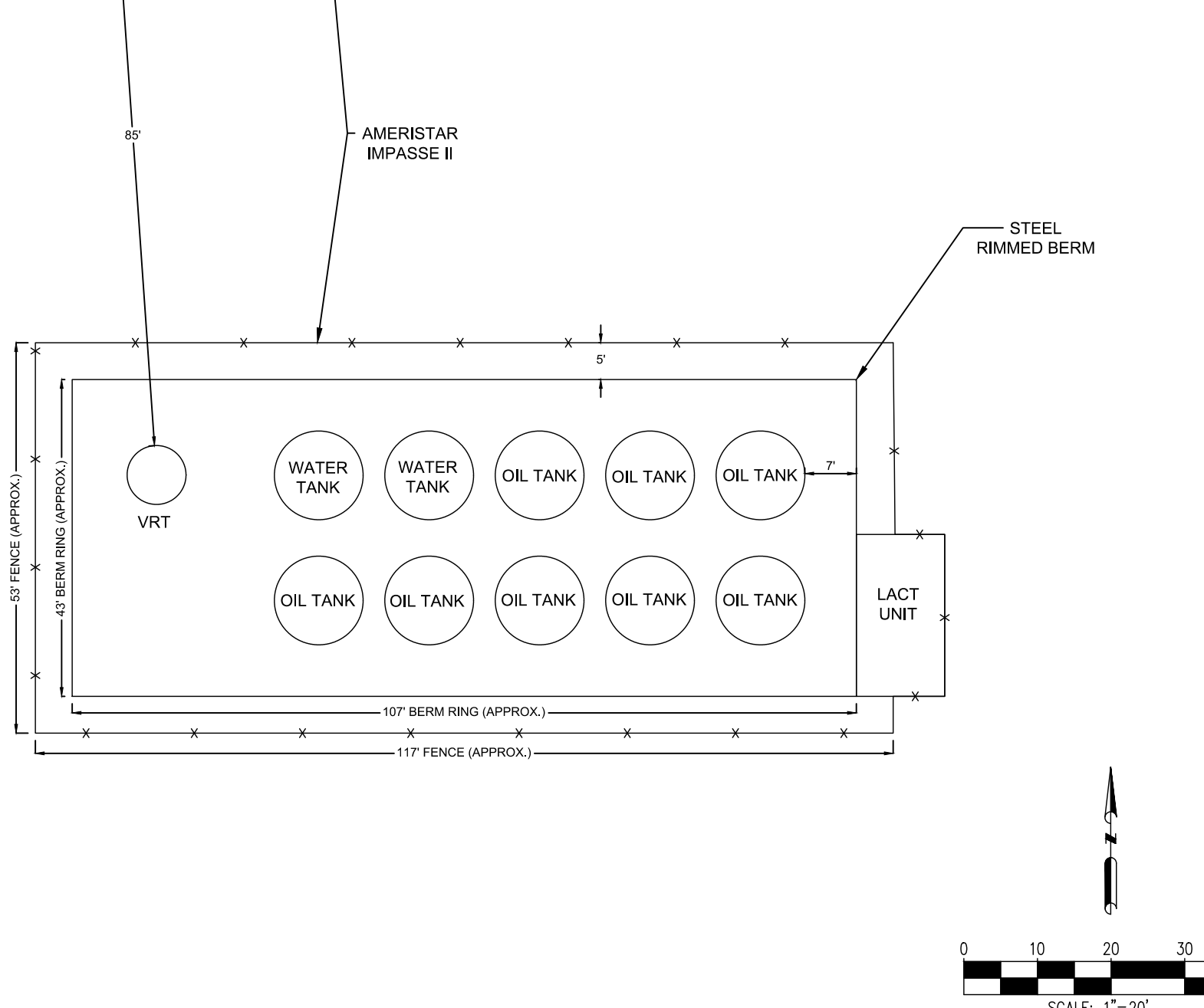
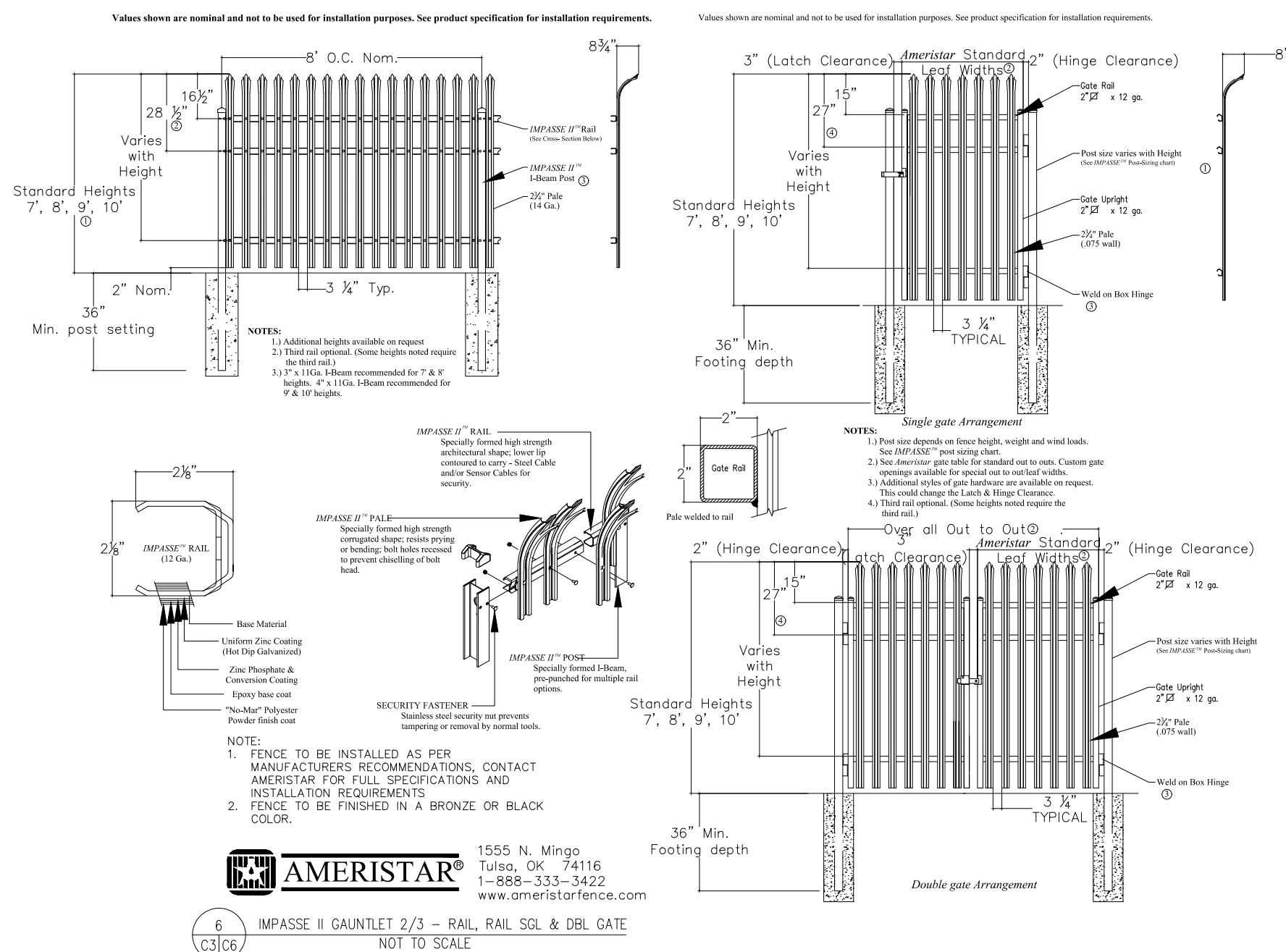
Life

Minimum (Part A, Res. 865550) 24 months

Maximum (Part A,

[illegible]

FENCE DETAIL



APPLICATION BULLETIN			5.2
SURFACE PREPARATION			
Surface must be clean, dry, and in sound condition. Remove all loose material, dirt, oil, grease, and other foreign material by using adequate abrasion. Iron & Steel Remove all oil and grease from surface by solvent Cleaning. Blast surface with abrasive to Commercial Blast Cleaning, or equivalent. For best results, apply primer to all surfaces. Apply primer to steel, and apply primer to all steel surfaces using a spray, stipple, drench, or drench for optimum results. Allow primer to cure for 24 hours. Do not touch the same day as it is cleaned or before final rusting occurs. Aluminum Remove all oil, grease, dirt, and other foreign material by solvent cleaning. Prime with ACSP-PP, Primer required. Galvanized Steel Allow weather to minimum of six months prior to coating. Solvent clean, or use SPSP-PP. When weathering is not possible, or the surface has been treated with chromate or alkaline, first Solvent Clean, then ACSP-PP and baffle to remove all baffle particles. Solvent clean, then ACSP-PP is necessary to remove these treatments. After thorough cleaning, apply primer to all surfaces. Do not touch ACSP-PP, prime the area the same day or before final rusting occurs. Primer required. Concrete and Masonry Remove all dirt, oil, grease, and other foreign material by solvent cleaning. Prime with ACSP-PP (NACE #2, or CR1/N 1015, CR2, 3). Surface should be thoroughly clean and dry. Concrete must be cured for at least 28 days prior to coating. Remove all loose mortar and foreign material. Fill bug holes, or voids, with a suitable concrete repair compound. Prime required. Follow the standard methods listed below when applicable: ASTM D4258 Standard Practice for Cleaning Concrete ASTM D4259 Standard Method for Abrading Concrete ASTM D4260 Standard Method for Abrading Concrete ASTM D4261 Standard Test Method for Measuring Vapor Emission Rate of Concrete ASTM D4262 Standard Test Method for Measuring Moisture Content of Concrete ASTM D4318 Concrete Moisture Ratio			
Temperature: Relative humidity:	39°F (1°C) minimum, 120°F (49°C) maximum 40°F (5°C) minimum, 120°F (49°C) maximum (maximum) At least 57°F (2.8°C) above dew point 85% maximum	APPLICATION CONDITIONS APPLICATION EQUIPMENT	
The following is a guide. Changes in pressure and air times must be made to accommodate. Always purge the spray gun and equipment before use with listed material. Any reduction must be consistent with existing VOC regulations and complies with all existing environmental and application conditions. Reduce/Clean up: If spray is used, reduce the rate of catalysis. If reducer is used, 2000 - 2800 psi Tip: 30° Tip: .015" - .017" Tip: 30° Reduction: As needed to 10% of volume with reducer. 10% to 10K11, or up to 10% with MEK, RK617 Conventional Spray: Air: 50 - 80 psi Cap: 2000 - 2800 psi Fluid Pressure: 20 - 25 psi Tip: 30° Tip: .015" - .017" Reduction: As needed to 10% of volume with reducer. 10% to 10K11, or up to 10% with MEK, RK617 Brush: Natural Bristle Reduction: As needed to up to 10% volume Roller: .35" wheel with solvent resistant roller Reduction: As needed to up to 10% volume If specific application requirement is not listed above, equivalent to the above is acceptable. Note: Reducing more than maximum recommended level will result in VOC exceeding 346g/L.			

[illegible]

Please note that the size & elevation of the proposed equipment is approximate and the actual orientation of the equipment inside the fencing is subject to change.

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DATA SOURCES:
-PARCELS: WELD COUNTY ASSESSOR
-WELLS: COGCC
-MUNICIPAL BOUNDARY: US CENSUS BUREAU

PUBLICLY AVAILABLE DATA SOURCES
HAVE NOT BEEN INDEPENDENTLY
VERIFIED BY ASCENT.

PREPARED BY:



Ascent Geomatics Solutions
8620 Wolff Court
Westminster, CO 80031

PREPARED FOR



CRESTONE PEAK
RESOURCES

STONE PEAK RESOURCES
801 CALIFORNIA ST
SUITE 2500
DENVER CO 80202

DETAILS

DETAILS

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**TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Firestone Planning and Zoning Commission will hold a Public Hearing commencing at 7:00 p.m., Thursday, August 15, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of Crestone Peak Resources for approval of special use permits to locate six (6) oil and gas wells, production equipment, and storage tanks, within the Town, referred to as the proposed Sheley 3C-4H-M267 through 3H-4H-M267 wells.

Further Notice is hereby given that the Board of Trustees of the Town of Firestone will hold a Public Hearing commencing at 7:00 p.m., Wednesday, August 28, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of Crestone Peak Resources for approval of special use permits to locate six (6) oil and gas wells, production equipment, and storage tanks, within the Town, referred to as the proposed Sheley 3C-4H-M267 through 3H-4H-M267 wells.

The approximate location of the proposed wells is east of Ingalls Street (WCR 17) and north of Firestone Boulevard (WCR 24). The legal description for the proposed location of the wells is set forth in "Exhibit A."

Any person may appear at the Public Hearings and be heard regarding the matters under consideration.

The application is on file with the Town of Firestone. For questions or comments contact:

Town of Firestone
Planning & Development Department
8308 Colorado Blvd., Suite 200
Firestone, CO 80504
Phone: (303) 833-3291
Fax: (720) 476-4232

TOWN OF FIRESTONE, COLORADO
Leah Vanarsdall
Town Clerk

**EXHIBIT A
(Legal Description)**

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 4, Township 2 North, Range 67 West of the 6th Principle Meridian, Town of Firestone, Weld County, Colorado.

Please publish in the Times-Call on Tuesday, July 30, 2019.

Please send the affidavit of publication and billing to:

Town Clerk

Town of Firestone

PO Box 100

Firestone, CO 80520-0100



Staff Report

Johnson 12H-C268 Wells

Special Use Permit

**Prepared by the
Town of Firestone for the
Board of Trustees**

August 28, 2019

Applications

This staff report is for the Johnson 2A-12H-C268 through 2L-12H-C268 Special Use Permit application proposing to locate twelve oil and gas wells and associated production facilities ("Well Pad") within the Town. The applicant for this submittal is Crestone Peak Resources.

Notice

Pursuant to the Town Code and Development Regulations, proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The location of the Well Pad is approximately ½ mile east of Birch Street (WCR 11) and south of Firestone Boulevard (WCR 24); legally described as a parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 12, Township 2 North, Range 68 West of the 6th Principle Meridian, Town of Firestone, Weld County, Colorado

Per Firestone's Municipal code it is required that before any person drills a well they must obtain a special use permit that has been granted by the Town.

Site Analysis

The Well Pad consists of approximately 17.5 acres in temporary disturbance, eventually being reduced to approximately 12.5 acres once the drilling and completion areas have been reclaimed. Construction of this Well Pad will require leveling the location of the to accommodate the drilling and completion operations. The Well Pad will be accessed via an existing private access road off of Firestone Boulevard (WCR 24).

Plan Analysis

Johnson 12H-C268 is a Well Pad containing 12 wells whose location is not considered a high density area as described per COGCC Rule 603.a. The plan is proposed in three phases: Temporary Disturbance Phase, Interim Phase and Reclamation Phase.

During the Temporary Disturbance Phase, drilling and completion operations will occur behind temporary sound walls. Additionally, production equipment consisting of tanks, separators, combustors and other ancillary equipment will be located within the Well Pad. In the Interim Phase, the drill pad and completion pad will be removed. In the Reclamation Phase all items will be removed and the site will be regraded to restore previous drainage patterns.

Fiscal Analysis

The Special Use Permit will provide revenue through taxes to the community and promote the local economy of the Town of Firestone.

Planning and Zoning Commission and Board of Trustees Review Criteria

The Planning Commission and the Town Board of Trustees may approve an application for a use permitted by special review for a well site if the application submitted by the applicant conforms to the following requirements:

- A. The site plan for a well site application complies with the requirements of Section 15.48.040A.
- B. The vicinity map for a well site application complies with the requirements of Section 15.48.040B.
- C. The narrative for a well site application complies with the requirements of Section 15.48.040C.
- D. The well location and setbacks comply with Section 15.48.080.
- E. When applicable, compliance with the provisions for mitigation of noise required in Section 15.48.100.
- F. When applicable, compliance with the provisions for visual special mitigation required in Section 15.48.110.
- G. When applicable, compliance with the provisions for geologic hazards, floodplains or floodway required in Section 15.48.160.
- H. When applicable, compliance with the provisions for wildlife mitigation procedures required in Section 15.48.180.
- I. The board of trustees' decision shall be based upon evidence presented in the application and at public hearing. Following the conclusion of the public hearing, the board of trustees may proceed to render its provisional decision orally on the application, or it may take the matter under advisement until an announced date certain not to exceed fourteen days, at which time it shall orally render its decision. In the event that an application is granted with conditions, the applicant may, within fourteen days of the board's decision, request a rehearing to demonstrate that removal or modification of one or more of the conditions is necessary to prevent waste or protect owners of correlative rights in a common source to a fair share of production profits or that the decision is otherwise inconsistent with state laws and regulations. Following the board of trustees' oral announcement of its decision, and any subsequent rehearing, a written resolution shall be adopted as its final action or decision on the application. This written resolution shall set forth findings of the board of trustees. Such written resolution shall be adopted within twenty-one days of the announcement of the board of trustees' oral decision, unless the applicant requests rehearing, in which case the written resolution shall be adopted within thirty days of the oral decision. For the purposes of judicial review, the board of trustees' final action or decision on an application shall be deemed to have been made as of the date upon which the board of trustees executes the written resolution, which shall constitute the final decision of the board of trustees.

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or
- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting, with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or
- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

The Town staff recommends the Board of Trustees approve draft Resolution 19-78, a resolution approving the Johnson 12H-C268 Special Use Permit application with conditions.

RESOLUTION NO. 19-78

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE TWELVE OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE.

WHEREAS, Crestone Peak Resources (hereinafter “Crestone” or “Applicant”) has submitted an application and supporting materials to the Town of Firestone, pursuant to Chapter 15.48 of the Firestone Municipal Code, for special use permits to locate within the Town oil and gas wells referred to as the proposed Johnson 2A-12H-C268 through 2L-12H-C268 Wells (“Application”); and

WHEREAS, the Application was reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision, zoning, and oil and gas ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, pursuant to Chapter 17.32 of the Firestone Municipal Code, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the Application; and

WHEREAS, after the public hearing of the Planning and Zoning Commission, at which evidence and testimony were entered into the record, the Planning and Zoning Commission found the special use request for the well should be approved subject to certain conditions, and made its recommendation of approval by resolution to the Board of Trustees; and

WHEREAS, pursuant to Chapter 17.32 of the Firestone Municipal Code, the Firestone Board of Trustees held a properly noticed public hearing on the special use application, at which evidence and testimony were entered into the record; and

WHEREAS, the Board of Trustees has duly considered the Application, the evidence and testimony presented at the hearing, and the resolution of the Planning and Zoning Commission, finding the Application to conform to the review criteria set forth in Section 15.48.050 of the Firestone Municipal Code, and desires to approve the Application subject to certain conditions, pursuant to Chapters 15.48 and 17.32 of the Firestone Municipal Code.

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

Section 1. The Board of Trustees has reviewed Crestone Peak Resources’s (hereinafter “Crestone” or “Applicant”) application for special use permits to locate within the Town oil and gas wells referred to as the proposed Johnson 2A-12H-C268 through 2L-12H-C268 Wells (“Application”), in relation to the review criteria set forth in Sections 15.48.050 and 17.32.030 of the Firestone Municipal Code, and finds that the use proposed in the Application is compatible and

beneficial to the surrounding properties and inhabitants and not detrimental.

Section 2. The Board of Trustees hereby approves the Application and the special use permit request therein for the placement of twelve oil and gas wells on the parcel more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, subject to the terms and conditions set forth in said permit, which is incorporated herein by this reference, and subject the following conditions:

1. The Town's special use approval shall expire on the date of expiration of the Oil and Gas Conservation Commission Permit to drill the well or one year from the date of Town approval, whichever is later, if operations for the well are not commenced by such date. In the event special use approval expires, the Applicant shall apply for a new special use permit pursuant to Chapter 15.48 of the Firestone Town Code.
2. Oil and gas operations shall be conducted in compliance with all federal, state, and local laws, rules and regulations, including but not limited to the Colorado Oil and Gas Conservation Commission ("COGCC") permit for such well and the final special use permit application materials approved by the Town Board, which materials will be incorporated therein by reference. Applicant shall provide to the Town copies of all state approved permits, waivers, variances and subsequent notices filed with the state and affecting the well.
3. Prior to the Town issuing a notice to proceed, the applicant shall modify plans and application materials pursuant to comments from the Town Engineer set forth in a memoranda dated June 28, 2019, to the satisfaction of the Town.
4. Prior to the Town issuing a notice to proceed, the applicant shall modify plans and application materials pursuant to comments from Arrakeen Resource Company set forth in a memoranda dated June 5, 2019, to the satisfaction of the Town.
5. Prior to entering the site, Applicant shall obtain from the Town necessary building permits and notices to proceed.
6. Prior to commencement of any work within the Town the applicant, including contractors and subcontractors, shall obtain necessary Contractor's Licenses from the Town.
7. Prior to moving the drilling rig onto the well site, Applicant shall obtain from the Town and Weld County necessary permits to move the drilling rig equipment within the Town and County, specifically an Overweight Permit from the Town is required for moving the drilling rig.
8. In the exercise of its rights pursuant to this special use approval, Applicant shall avoid any damage or interference with any Town installations, structures, utilities, or improvements. Applicant shall be responsible for all damages to such interests of the Town that are caused by the Applicant.

9. Applicant at its sole expense shall control fugitive dust at the well site and on private access roads on an as-needed basis. Methods and chemicals used for dust control shall comply with Town ordinances and COGCC regulations.
10. The oil/gas well facilities shall utilize setbacks as specified in COGCC regulations.
11. Deliveries and construction traffic to and from the site shall, whenever possible, be scheduled during daylight hours.
12. The use of pump jacks shall be limited to those running on electric motors.
13. Oil and gas operations at the well site shall comply with the Cooperative Development Plan Agreement, attached hereto as Exhibit B.

INTRODUCED, READ AND ADOPTED this 28th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Legal Description

A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 12, Township 2 North, Range 68 West of the 6th Principle Meridian, Town of Firestone, Weld County, Colorado.

EXHIBIT B
Cooperative Development Plan Agreement

COOPERATIVE DEVELOPMENT PLAN AGREEMENT

This Cooperative Development Plan Agreement ("Agreement") is made and entered into this 13th day of December, 2018 (the "Effective Date"), by and between the Town of Firestone, a Colorado municipal corporation ("Firestone" or "Town"), whose address is 151 Grant Ave, P.O. Box 100, Firestone, Colorado 80520, and Crestone Peak Resources LLC, a Delaware limited liability company ("Crestone"), whose address is 1801 California Street, Suite 2500, Denver, Colorado 80202. Crestone and Firestone may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Firestone and Crestone value a balanced approach to oil and gas development that protects human health, safety and welfare, as well as the environment and wildlife, and that offsets any impacts from such development. To achieve such mutual objectives in a cooperative manner, Firestone and Crestone enter into this Agreement to accomplish the following:

1. To site new well pads that Crestone plans to develop within Firestone at locations that will protect public safety and the environment, while allowing for the efficient development of oil and gas;
2. To further mitigate the potential environmental and land use effects associated with this development by adopting best management practices ("BMPs") that supplement state environmental requirements in an efficient and cost-effective manner, including BMPs for odor mitigation, noise mitigation, lighting installation, road maintenance, and landscape restoration, all to benefit the Town and its residents; and
3. To make contributions for urban renewal planning and park and infrastructure improvements that will likewise benefit the Town and its residents and will also offset any remaining impacts from this development.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. GENERAL PROVISIONS

1. **Effective Date.** This Agreement will be effective as of the Effective Date.
2. **Intent to Supplement State Rules and Regulations.** The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, Colo. Rev. Stat. § 34-60-101 et seq., the Colorado Oil and Gas Conservation Commission ("COGCC") regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations, which the COGCC has done. The BMPs developed jointly by the Parties and identified in this Agreement are intended to supplement and are in addition to these state rules and regulations.

3. **Exercise of Local Land Use Authority.** The Parties further recognize that Firestone has enacted land use regulations pursuant to the Local Government Land Use Enabling Act, Colo. Rev. Stat. § 31-15-401 et seq., and the Land Planning Act, Colo. Rev. Stat. § 29-20-101 et seq., which authorize local governments to enact land use regulations that regulate, *inter alia*, oil and gas development, provided that such regulations are not preempted by state law. The Parties also recognize that Crestone's activities covered by this Agreement are best addressed in a collaborative manner, as set forth in this Agreement.

4. **Applicability.** This Agreement and the BMPs will apply to all new wells that Crestone drills on the Identified Well Pads during the Term of this Agreement. This Agreement will not apply to any wells for which Crestone is not the operator.

5. **Term.** The term of this Agreement will commence upon the Effective Date and will remain in effect for five (5) years (the "First Term"), which may be extended from time to time by mutual agreement of the Parties (the "Term").

6. **Effect of Termination on Obligations.** If the Agreement is terminated by either Party, any development approved by the Town will continue to be authorized under and subject to this Agreement.

7. **Drilling Plan.** In consultation with Firestone, Crestone has developed a Drilling Plan that includes both: (i) the four (4) well pad sites identified as the Bighorn, Kugel, Johnson, and Sheley on the Cooperative Development Area Map, that Crestone plans to develop during the First Term (the "Identified Well Pads"); and (ii) the BMPs that will apply to such development. The BMPs are listed on the Best Management Practices for Pad Site Locations attached as Appendix A, and the Identified Well Pads are depicted in the Cooperative Development Area Map attached as Appendix B. Crestone will not drill more than sixty (60) wells total from the Bighorn, Kugel, Johnson, and Sheley well pad sites collectively.

8. **Urban Growth Boundary.** If Crestone acquires additional real property interest during the Term at a location outside the Firestone town limits, but within the urban growth boundary as set forth on Appendix C, and Crestone intends to use such location as a pad for drilling one or more oil and gas wells, then Crestone will support Firestone's annexation of such location. If the location is annexed by Firestone, then the well pad will be considered an Identified Well Pad under this Agreement, effective as of the date of annexation. Contributions under Article II, Section 4(b) will not apply to the annexed Identified Well Pads, and the Parties will instead negotiate in good faith any contributions by Crestone to the Town related to the annexed Identified Well Pads at the time of annexation.

ARTICLE II. APPROVAL PROCESS, OPERATIONS, AND CONSIDERATION

1. **Special Use Permit Submission Requirements.** For each new well Crestone drills on the Identified Well Pads, the Parties will follow the requirements and procedures outlined in Section 15.48.030 of the Firestone Municipal Code (the "Code") for special use permits, all applications submitted by Crestone will contain the elements prescribed by Section 15.48.040 of the Code, and

the Town's board of trustees will review the application using the review criteria outlined in Section 15.48.050 of the Code and the BMPs, as applicable. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time of submission. The Town recognizes that time is of the essence with respect to approval of special use permits and will use its best efforts to process Crestone's applications submitted pursuant to this Article II, Section 1 in a prompt and timely manner. To that end, the Town agrees that Town staff review of the applications will take no longer than sixty (60) calendar days after the Town staff determines the application is complete.

2. Crestone's Operations. For each new well Crestone drills on the Identified Well Pads, Crestone will operate such well to comply with the BMPs and Sections 15.48.060 through 15.48.200 of the Code. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time.

3. Crossing Permits. The Parties intend to minimize the use of tanks by Crestone for development under this Agreement. For all facilities associated with Crestone's oil and gas development, including flowlines, gathering lines, access roads, utility lines, storage tanks, processing and separation facilities, and other production, processing, transportation, and marketing facilities, that require a permit under Section 15.44.010 of the Code, Crestone will follow the procedures and rules set forth in Sections 15.44.020 through 15.44.100 and 15.44.120 through 15.44.150 of the Code. Crestone will make a one-time payment for each crossing permit based on the right-of-way pricing set forth on Appendix D, without minimum consideration. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time. The Town will render a decision on each crossing permit application within ninety (90) calendar days after the application is deemed complete.

4. Crestone's Contributions. To offset potential impacts from the Identified Well Pads and associated wells, Crestone will make contributions to the Town as follows:

a. Contribution to the Urban Renewal Authority. A one-time contribution of one hundred thousand dollars (\$100,000) to the Firestone Urban Renewal Authority for the preparation of an Urban Renewal Plan, which contribution will be made within thirty (30) calendar days after the Effective Date; and

b. Contributions for Park and Infrastructure Improvements. A one-time contribution to Firestone of two hundred fifty thousand dollars (\$250,000) for each Identified Well Pad (excluding any Identified Well Pads included pursuant to Article I, Section 8), paid within ninety (90) calendar days after the date of first production from such Identified Well Pad as reported by Crestone to the COGCC on Crestone's Completed Interval Report, Form 5A. For planning purposes, Crestone anticipates dates of first production from two (2) Identified Well Pads to occur in 2019 and from two (2) Identified Well Pads to occur in 2020.

5. Submissions to the COGCC. Firestone will not object to any of Crestone's submissions to the COGCC pertaining to the Identified Well Pads and related wells, and, upon Town approval

of operations pertaining to a new well, Firestone will promptly notify the COGCC in writing that the Town has approved such operations under its land use review procedures and pursuant to this Agreement.

ARTICLE III. OTHER PROVISIONS

1. No Waiver of Rights. The Parties acknowledge and agree that this Agreement will not be used as evidence that either Party has waived any rights to assert its claims concerning the validity of Firestone's land use authority or jurisdiction or Crestone's rights to develop its mineral resources. Nothing herein will be construed as an admission by either Party of any legal right or obligation.

2. Force Majeure. Neither Party will be liable for any delay or failure in performing under this Agreement in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or inability to obtain permits, licenses, consents, easements, or rights-of way. If any Party is rendered, wholly or in part, unable to carry out its obligations under this Agreement due to any such force majeure event, it is agreed that, upon the affected Party's giving notice and a description of such delay in reasonable detail in writing to the other Party as soon as reasonably possible after the occurrence of the causes relied on, the obligation of the Party giving such notice, so far as it is affected by such condition or event, will be suspended and any time periods will be extended for a period equal to the period of the continuance of the event or condition.

3. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement.

4. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

5. No Third-Party Beneficiaries. This Agreement is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Additionally, nothing in this Agreement will entitle any third party to any claims, rights or remedies of any kind.

6. Notices. All notices and other correspondence related to this Agreement will be in writing and will be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

Firestone: Town of Firestone
 151 Grant Ave
 P.O. Box 100

Firestone, Colorado 80520
Attn: Town Manager
Telephone: 303.833.3291
Fax: 303.833.4863
Email: []

Crestone: Crestone Peak Resources LLC
1801 California Street, Suite 2500
Denver, Colorado 80202
Attn: David Stewart
720-410-8500
Email: David.Stewart@crestonepr.com

7. Dispute Resolution. If either Party believes that the other Party has violated any provision of this Agreement, the Party claiming that a violation has occurred will send written notice to the other Party, identifying the violation and invoking the dispute resolution process in this Section. Upon receiving such written notice, the other Party will have thirty (30) calendar days to remedy the alleged violation, unless such violation involves operations at a well pad site, in which case the time period will be ten (10) days. If the other Party denies the alleged violation, then the Parties will meet to resolve the alleged violation within ten (10) or thirty (30) calendar days (as the case may be) of the date of delivery of the initial written notice. If a resolution of the matter cannot be achieved at the meeting, both Parties agree to make a reasonable effort to work through and with a mutually acceptable mediator to attempt to resolve the dispute. Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner, such Party may, at its discretion, institute a legal proceeding in a court of proper jurisdiction to seek appropriate remedies. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance of all acts and things required by the Agreement. Provided, however, that no such legal proceeding will be initiated for a period of at least thirty (30) calendar days after delivery of the initial written notice.

11. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof will be effective unless contained in a written agreement signed by both Parties.

12. Assignment. Crestone may convey or assign its rights and obligations for any or all of the Identified Well Pads, related facilities, special use permits, and/or associated crossing permits, provided that such conveyance or assignment includes both Crestone's rights and its obligations for the subject Identified Well Pads, related facilities, special use permits, and/or crossing permits. For purposes of this paragraph, Crestone's rights include without limitation its vested development rights upon Town approval, and Crestone's obligations include without limitation its BMP obligations under Appendix A.

13. Surface Use Agreement. Crestone's predecessors-in-interest regarding certain lands in the N/2 of Section 18, Township 2 North, Range 67 West, Weld County, Colorado, the Firestone Finance Authority ("FFA"), and the Town entered into that certain Compatible Development and Surface Use Agreement dated September 25, 2006, which addresses Crestone's use of surface property owned by the Town. Concurrently with execution of this Agreement, Crestone, FFA, and

the Town will execute an amendment to such Compatible Development and Surface Use Agreement to address uses of Town property associated with the Identified Well Pads. This Agreement will not be effective until Crestone, FFA, and the Town execute such amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

FIRESTONE:

THE TOWN OF FIRESTONE

By: Bobbi Sindelar
Name: Bobbi Sindelar
Title: Mayor
Date: Dec. 12, 2018



CRESTONE:

CRESTONE PEAK RESOURCES LLC

By: David Stewart
Name: David Stewart
Title: VP Estimation and External Affairs
Date: 12/6/18

APPENDIX A
BEST MANAGEMENT PRACTICES FOR PAD SITE LOCATIONS

1. Odor Mitigation. To mitigate the effects of odor from Crestone's operations, Crestone will consult with the Town regarding the selection and implementation of appropriate mitigation measures. These mitigation measures may include the following:

- A. Erect walls around the Identified Well Pads to limit air flow through the well sites during the drilling and completion of wells. These walls will have a minimum height of thirty-two (32) feet, and Crestone will consult with Firestone regarding whether the walls should have a height of more than thirty-two (32) feet at the Johnson, Kugel, and Sheley well pad sites;
- B. Add odor-suppression liquid to its drilling mud to neutralize odors;
- C. Install a chiller to cool the drilling fluid as it is piped through the recirculation system before routing to the suction tanks;
- D. Enclose the suction tank and shaker tanks;
- E. Continue to evaluate different additive formulations that have the potential to better suppress odors, including but not limited to non-diesel based additives;
- F. During flowback and well completions, utilize closed-loop green completion techniques to the maximum extent practicable to minimize emissions and the flaring of natural gas; and
- G. In order to reduce airflow and evaporation, cover trucks transporting drill cuttings, cover the drilling fluid mixing tanks, use a squeegee to remove drilling fluids from pipes as they exit the wellbore, and ensure that all drilling fluid is removed from pipes before storage.

2. Noise Mitigation. To reduce the noise effects on the Town and its residents during drilling, and to provide cost benefits to Crestone, all permanent equipment with engines or motors that can be electrified will be electrified from the power grid, except that operations pertaining to the Bighorn well pad will not be subject to this requirement if electricity from the power grid is not available at the site. If electricity from the power grid is unavailable at the Bighorn well pad, Crestone will use quiet design mufflers (also referred to as hospital grade or dual dissipative) or equivalent, or acoustically insulated housing or covers to enclose the motor or engine at the Bighorn well pad site. Additionally,

- A. Crestone agrees to use the Liberty Quiet Fleet or comparable technology from an alternative vendor on all well sites for completion operations;

- B. Crestone will install sound walls on all four sides of the Identified Well Pads during the drilling and completion at a minimum height as set forth in BMP 1.A; and
- C. Crestone will develop and implement in consultation with the Town a Noise Mitigation and Monitoring Plan that provides for continuous monitoring and modeling from four (4) sides of the facility at least 350 feet from the sound wall where possible provided that approval from surrounding surface owners can be obtained. The plan should identify site-specific noise mitigation techniques such as dirt moving to attenuate noise, and source-based noise mitigation. Crestone will share all information and reports from such monitoring and modeling with the Town.

3. Lighting. Crestone will install down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that Crestone may still use lighting that is necessary for public and occupational safety.

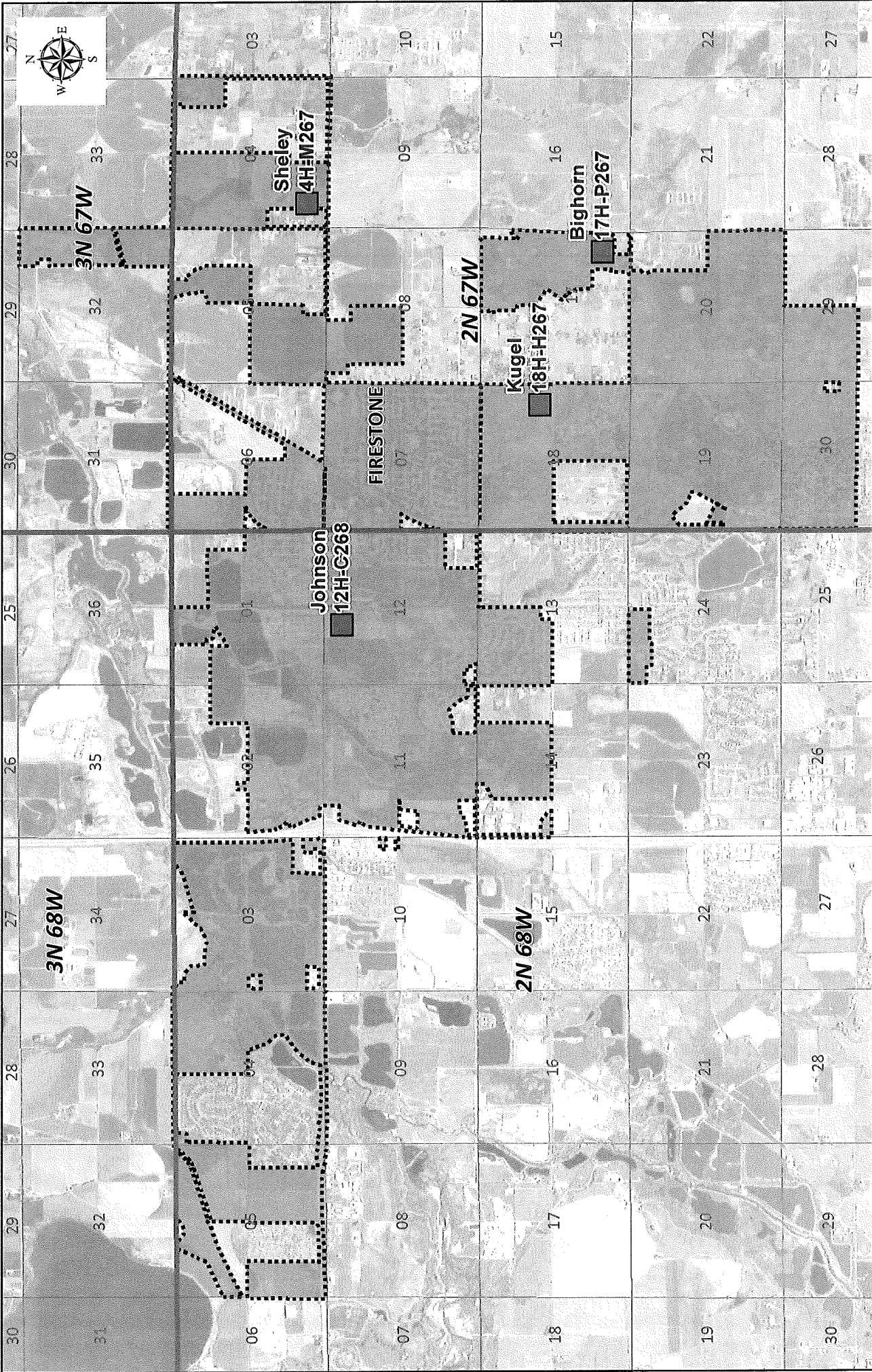
4. Road Repairs. The Parties recognize that truck traffic accessing the Identified Well Pads may cause damage to Firestone roads and that road repairs may be needed to mitigate such damage. Crestone will arrange for a qualified outside consultant to perform a road impact study for all Firestone roads that are used to access an Identified Well Pad during the Term. The consultant will conduct the first part of the study prior to Crestone's drilling and completions phase of operations at such Identified Well Pad and the second part of the study after Crestone completes all drilling and completions at such Identified Well Pad. The Parties will use these studies to determine the extent of any damage accruing to the road during the study period. Crestone will then promptly pay Firestone to repair such damage or else arrange and pay the cost of such repairs itself based on Firestone's preference.

5. Drilling Pipe and other Large Tubulars Loading. Crestone will not load large tubulars between 7:00 pm and 7:00 am Mountain Time.

6. Kugel Landscape Restoration. Crestone will consult with the Town to reduce the Kugel well pad footprint to the extent practicable and to mitigate potential visual effects of the Kugel pad site. A payment for landscaping at the Kugel pad site will be negotiated with and approved by the Town as part of the associated special use permit.

APPENDIX B
COOPERATIVE DEVELOPMENT AREA MAP

[See attached.]



Cooperative Development Area Map

Weld County, Colorado

Legend

-  Crestone Locations
-  Township (PLSS)
-  Section (PLSS)
-  Town of Firestone



APPENDIX C
URBAN GROWTH BOUNDARY

[See attached.]

FIRESTONE BOUNDARY EXHIBIT



LEGEND



TOWN GROWTH PLANNING BOUNDARY
(Area=47.1 square miles)



JAN. 2016 TOWN LIMITS
(Area=14.2 square miles)



APPENDIX D
RIGHT OF WAY PRICING

[See attached.]



Right-of-way Pricing

Summary:

This pricing will be used as a minimum charge for all rights-of-way delegated to staff for review and approval. The new pricing practices accomplish the following:

1. The pricing procedures align with the objective stated in Right-of-way Policy #400-001. That is, *"To accommodate rights-of-way on state trust lands in a manner that minimizes encumbrances while preserving long-term real estate value, protecting natural values, allowing multiple uses and achieving appropriate market based returns".*
2. The right-of-way pricing differentiates between uses that have different impacts on the land.
3. The right-of-way pricing encourages applicants to request the narrowest right-of-way possible to accommodate the desired use.
4. The right-of-way pricing charges for rights-of-way that cross virgin land.

Right-of-way Pricing:

The Colorado State Land Board's (SLB) approach to pricing rights-of-way on state trust land uses a three step process.

1. Determines a value for the proposed right-of-way based on a fixed-value per measure of length using Table 1 below. The standard measure of length used to describe a right-of-way is the rod. A rod is 16.5 feet in length.
2. Calculate the value of the right-of-way based on the estimated market value of the property that will be encumbered.
3. Factor in any other variables unique to the trust land being encumbered. Use the greater of the two values as the consideration charge.
4. The minimum consideration for any right of way is \$5,000.

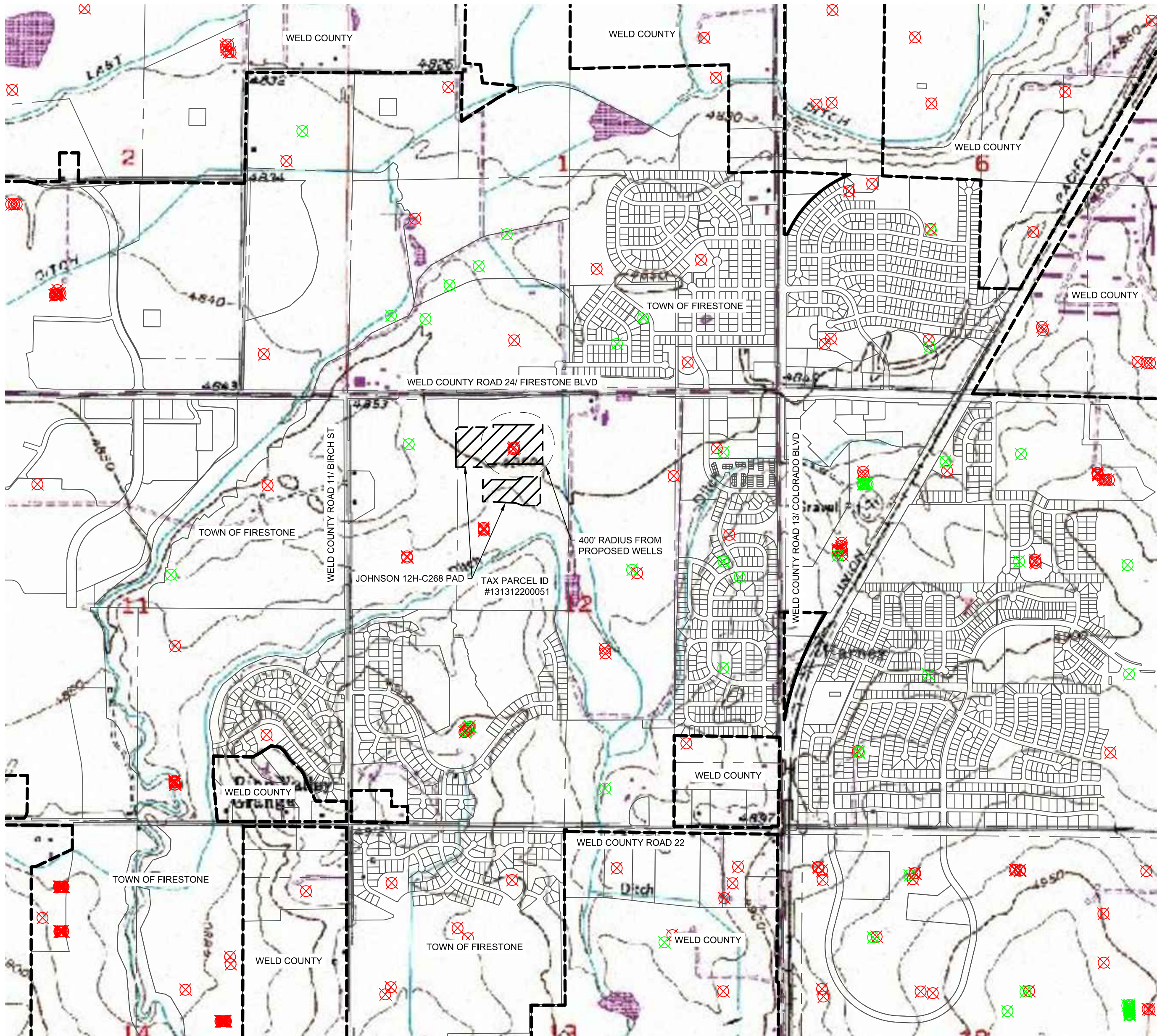
Table 1: ROW Pricing

Proposed Use	ROW Width in Feet and Consideration Charge per Rod							
	0 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	Over 50
Underground Installations	\$ 34.00	\$ 42.50	\$ 51.00	\$ 59.50	\$ 68.00	\$ 76.50	\$ 85.00	Board Decision
Private Roads, Ditches and Canals	\$ 36.00	\$ 45.00	\$ 54.00	\$ 63.00	\$ 72.00	\$ 81.00	\$ 90.00	Board Decision
Public Roads, railroads, reservoirs	Board Decision							
Electric Power Transmission Lines with capacity of 230 Kv or less	\$ 38.00	\$ 47.50	\$ 57.00	\$ 66.50	\$ 76.00	\$ 85.50	\$ 95.00	Board Decision
Electric Power Transmission Lines with capacity greater than 230 Kv	Board Decision							

JOHNSON 12H-C268 PAD
SPECIAL USE PERMIT

GENERAL NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 68 WEST, ASSUMED TO BEAR N 00°08'04" W, BETWEEN A FOUND 2.5" ALUMINUM CAP, PLS 22576, 2006 AT THE WEST ¼ AND A FOUND 2.5" ALUMINUM CAP, ILLEGIBLE AT THE NORTHWEST CORNER OF SAID SECTION 12.
3. THIS IS NOT A MONUMENTED LAND SURVEY.
4. NO TITLE INFORMATION PROVIDED AT THE TIME OF THIS SURVEY. IT IS POSSIBLE THERE ARE RECORDED AND UNRECORDED DOCUMENTS WHICH MAY AFFECT THIS PROPERTY.
5. NO WETLANDS DETERMINATIONS WERE MADE THIS DATE.
6. NO IMPROVEMENTS, OTHER THAN THOSE SHOWN, WERE LOCATED THIS DATE.
7. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY, OR EASEMENT SHALL CONFORM TO THE TOWN OF FIRESTONE CONSTRUCTION STANDARDS AND SPECIFICATIONS.
8. THE VEGETATIVE COVER WITHIN 400 FEET OF THE PROPOSED WELLS IS NATIVE GRASSES.
9. THE SITE FENCING SHALL COMPLY WITH MUNICIPAL CODE CHAPTER 15.40.
10. CRESTONE PEAK RESOURCES IS RESPONSIBLE FOR OBTAINING ALL REQUIRES PERMITS PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROJECT. CALL UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION WORK.
11. IT IS THE RESPONSIBILITY OF THE DEVELOPER DURING CONSTRUCTION ACTIVITIES TO RESOLVE CONSTRUCTION PROBLEMS DUE TO CHANGED CONDITIONS, OR DESIGN ERRORS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROJECT. IF, IN THE OPINION OF THE TOWN, THE MODIFICATIONS PROPOSED BY THE DEVELOPER, TO THE ACCEPTED PLANS, INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR RESUBMITTING THE REVISED PLANS TO THE TOWN OF FIRESTONE FOR ACCEPTANCE PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE PROJECT. ANY IMPROVEMENTS NOT CONSTRUCTED IN ACCORDANCE WITH THE ACCEPTED PLANS, OR THE ACCEPTED REVISED PLANS, SHALL BE REMOVED AND RECONSTRUCTED ACCORDING TO THE APPROVED PLAN.
12. AREAS OF DISTURBANCE FOR THE SITE SHALL BE RESEED WITH NATIVE SEED MIX.
13. TANKS, FACILITIES AND STEEL RIMMED BERMS SHALL BE PAINTED PER APPROVED TOWN PAINT COLOR.
14. THE GENERAL APPEARANCE OF THE CRESTONE PEAK RESOURCES SITE AND FACILITY MAINTENANCE SHALL BE MANAGED AS PER TOWN AND STATE REQUIREMENTS FOR OIL AND GAS OPERATIONS. THE OPERATOR SHALL ROUTINELY RE-PAINT THE SURFACE FACILITIES, TO ELIMINATE RUST AND SPILL SPOTS ON THE SURFACE FACILITIES.
15. THE PROPOSED WELL FACILITY PAD SHALL BE CONSTRUCTED WITH ROAD BASE MATERIAL WHICH IS RESISTANT TO EROSION AND DEGRADATION AND CONFORM TO THE TOWN OF FIRESTONE CONSTRUCTION STANDARDS AND SPECIFICATIONS.
16. THE PROPOSED WELL AND FACILITY ACCESS ROADS SHALL COMPLY WITH MUNICIPAL CODE CHAPTER 15.48.170.



VICINITY MAP
SCALE: 1" = 1000'

LEGEND

- ⊗ = COGCC WELLS (EXISTING)
- ⊗ = COGCC WELLS (NOT EXISTING)

SHEET INDEX:

- S1 - COVER SHEET
- S2 - SITE PLAN
- S3 - DETAILS

CONTACTS:

- PROPERTY OWNER: 610 SOUTH MAIN LLC
C/O ISAAC MORADI
9301 WILSHIRE BLVD STE 315
BEVERLY HILLS, CA 90210
- APPLICANT/OPERATOR: CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST, SUITE 2500
DENVER, CO 80202
- CONSULTANT: ASCENT GEOMATICS SOLUTIONS
8620 WOLFF COURT
WESTMINSTER, CO 80031
(303) 928-7128

PREPARED BY:



Ascent Geomatics Solutions
8620 Wolff Court
Westminster, CO 80031

PREPARED FOR:



CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST
SUITE 2500
DENVER CO 80202

SHEET NAME:

COVER SHEET

SURFACE LOCATION:
SECTION 12, TOWNSHIP 2 NORTH, RANGE 68 WEST
OF THE 6TH TOWNSHIP CALIFORNIA
WELD COUNTY, COLORADO

INT.

REVISION DESCRIPTION

DATE:

NO.

FIELD DATE:

07-17-2018

DRAWING DATE:

09-10-2018

DRAFTED BY:

JDG

SHEET NO.

S1

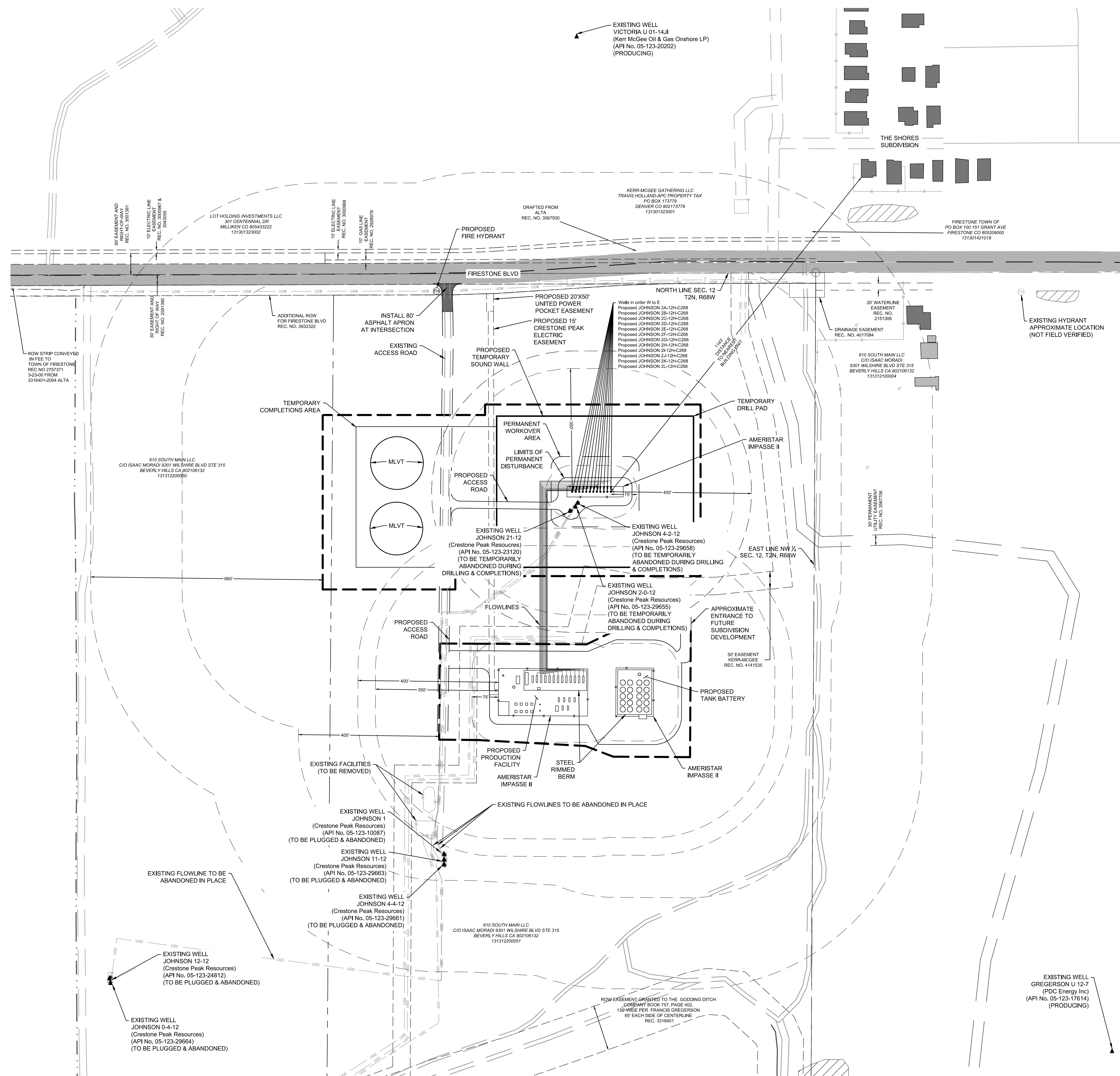
NOTE: ASCENT GEOMATICS SOLUTIONS WAS NOT PROVIDED A TITLE REPORT FOR THIS SITE. ALL RECORDED DOCUMENTS REFERENCED ON THESE PLANS WERE DOWNLOADED FROM RESEARCH VIA THE WELD COUNTY CLERK AND RECORDER. ASCENT GEOMATICS SOLUTIONS MAKES NOT GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, TO THE COMPLETENESS OF ENCUMBRANCES TO THE SUBJECT PROPERTY.

This plot does not represent a monumented land survey and should not be relied upon to determine boundary lines, property ownership or other property interests. Parcel lines, if depicted have not been field verified and may be based upon publicly available data that also has not been independently verified.

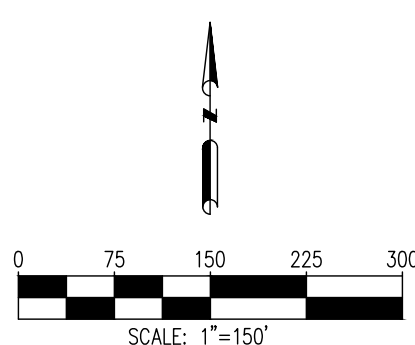
DATA SOURCES:
2000 MAP, USGS
PARCELS, WELD COUNTY ASSESSOR
MUNICIPAL BOUNDARY, US Census Bureau

PUBLICLY AVAILABLE DATA SOURCES
HAVE NOT BEEN INDEPENDENTLY
VERIFIED BY ASCENT

JOHNSON 12H-C268 PAD
SPECIAL USE PERMIT



- LEGEND**
- = BUILDING UNIT
 - = BUILDING
 - = CONSTRUCTION LIMITS OF DISTURBANCE
 - = SETBACK - PROPOSED OIL & GAS FACILITY
 - = EXISTING FACILITY
 - = EXISTING PAVED ROAD
 - = EXISTING POND
 - = ASPHALT
 - = EXISTING UNDERGROUND GAS LINE
 - = EXISTING UNDERGROUND OIL LINE
 - = EXISTING UNDERGROUND WATER LINE
 - = EXISTING UNDERGROUND ELECTRIC LINE
 - = EXISTING OVERHEAD UTILITY LINE
 - = EXISTING UNDERGROUND TELEPHONE LINE
 - = EDGE OF EASEMENT
 - = PARCEL LINE
 - = MUNICIPAL BOUNDARY
 - = EXISTING DITCH
 - = SECTION LINE
 - = PROPOSED EDGE OF ROAD
 - = EXISTING EDGE OF ROAD
 - = AMERISTAR IMPASSE II
 - = EXISTING FENCE
 - = PROPOSED WELL
 - = PROPOSED FIRE HYDRANT
 - = EXISTING FIRE HYDRANT
 - = EXISTING WELL (FIELD VERIFIED)
 - = EXISTING WELL (COGCC)
 - = CALCULATED POSITION
 - = EXISTING COMMUNICATION TOWER
 - = UTILITY LIGHT POLE



Please note that the size & elevation of the proposed equipment is approximate and the actual orientation of the equipment inside the fencing is subject to change.

NOTE: ASCENT GEOMATICS SOLUTIONS WAS NOT PROVIDED A TITLE REPORT FOR THIS SITE. ALL RECORDED DOCUMENTS REFERENCED ON THESE PLANS WERE DOWNLOADED FROM RESEARCH VIA THE WELD COUNTY CLERK AND RECORDER. ASCENT GEOMATICS SOLUTIONS MAKES NO WARRANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, TO THE COMPLETENESS OF ENCUMBRANCES TO THE SUBJECT PROPERTY.

This plot does not represent a monumented land survey and should not be relied upon to determine boundary lines, property ownership or other property interests. Parcel lines, if depicted have not been field verified and may be based upon publicly available data that also has not been independently verified.

DATA SOURCES:
PARCELS: WELD COUNTY ASSESSOR
WELLS: COGCC
MUNICIPAL BOUNDARY: US CENSUS BUREAU

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

PREPARED BY:



Ascent Geomatics Solutions
8620 Wolff Court
Westminster, CO 80031

PREPARED FOR:



CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST
SUITE 2500
DENVER CO 80202

SITE PLAN

SURFACE LOCATION:
SECTION 12, TOWNSHIP 2 NORTH, RANGE 68 WEST
OF THE 6TH MERIDIAN
WELD COUNTY, COLORADO

NO.	DATE:	REVISION DESCRIPTION	INT.

FIELD DATE:
07-17-2018

DRAWING DATE:
09-10-2018

DRAFTED BY:
JDG

SHEET NO.
S2

**TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Firestone Planning and Zoning Commission will hold a Public Hearing commencing at 7:00 p.m., Thursday, August 15, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of Crestone Peak Resources for approval of special use permits to locate twelve (12) oil and gas wells, production equipment, and storage tanks, within the Town, referred to as the proposed Johnson 2A-12H-C268 through 2L-12H-C268 wells.

Further Notice is hereby given that the Board of Trustees of the Town of Firestone will hold a Public Hearing commencing at 7:00 p.m., Wednesday, August 28, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of Crestone Peak Resources for approval of special use permits to locate twelve (12) oil and gas wells, production equipment, and storage tanks, within the Town, referred to as the proposed Johnson 2A-12H-C268 through 2L-12H-C268 wells.

The approximate location of the proposed wells is east of Birch Street (WCR 11) and south of Firestone Boulevard (WCR 24). The legal description for the proposed location of the wells is set forth in "Exhibit A."

Any person may appear at the Public Hearings and be heard regarding the matters under consideration.

The application is on file with the Town of Firestone. For questions or comments contact:

Town of Firestone
Planning & Development Department
8308 Colorado Blvd., Suite 200
Firestone, CO 80504
Phone: (303) 833-3291
Fax: (720) 476-4232

TOWN OF FIRESTONE, COLORADO
Leah Vanarsdall
Town Clerk

**EXHIBIT A
(Legal Description)**

A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 12, Township 2 North, Range 68 West of the 6th Principle Meridian, Town of Firestone, Weld County, Colorado.

Please publish in the Times-Call on Tuesday, July 30, 2019.

Please send the affidavit of publication and billing to:

Town Clerk

Town of Firestone

PO Box 100

Firestone, CO 80520-0100

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c.

Public Hearing

Meeting Date: August 28, 2019

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

Resolution 19-79: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SERVICE PLAN FOR THE SKYVIEW MEADOWS METROPOLITAN DISTRICT

SUMMARY

The Town of Firestone has received a Service Plan ("Plan") for the proposed Skyview Meadows Metropolitan District ("District"). The District encompasses approximately 240 acres of land located north and west of the intersection of Pine Cone Avenue (WCR 20) and Ingalls Street (WCR 17). The property subject to the Plan is zoned Planned Unit Development Residential A (PUD R-A) and is generally described as vacant land with agricultural and oil and gas facility/operations.

The District will provide public improvements and services to the proposed Skyview Meadows development. The Plan identifies and outlines improvements and services expected to be provided by the District, and also described how the improvements will be financed. In addition, the Plan identifies powers and limitations of the District.

State Statute requires the Board of Trustees to approve the Plan by resolution of any special district organized within the municipal limits of Firestone. This is a required step for the District to participate in the November 2019 Title 32 district election.

Town staff and Kim Crawford, Special Counsel to the Town, has reviewed the Plan and have found it to be in general compliance with state statute. Approval of the Plan does not constitute the Town's approval of any future development plan or zoning.

The following is a summary of the limitations and contract points of the Plan:

- Debt Service Mill Levy - 50 mills
- Operating Mill Levy - 10 mills
- Debt Maturity Limit - 40 years
- Public Improvement Estimate - \$21,717,618
- Debt Cap - \$24,000,000
- IGA with Town - required prior to debt issuance.
- Town liable for District obligations - No.
- Eminent Domain - required written notice to the Town.
- Annual Report - no later than August 1 of each year.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone previously annexed (Teets Annexation No. 2 and No. 3) and zoned the subject property on July 9, 1997. Town staff is currently processing preliminary plat and preliminary development plan applications for the subject property.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution approving the Service Plan for the Skyview Meadows Metropolitan District.

ALTERNATIVES**ATTACHMENTS**

1. 7c - Reso 19-79 Skyview Meadows Metro District Service Plan
2. 7c - Skyview Meadows Service Plan with Exhibits 080519
3. 7c - Skyview Meadows DLG - 60
4. 7c - Skyview Meadows Metro Dist Notice of Public Hearing

FINANCIAL CONSIDERATIONS

RESOLUTION 19-79

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SERVICE PLAN FOR THE SKYVIEW MEADOWS METROPOLITAN DISTRICT

WHEREAS, Article I of Title 32 of the Colorado Revised Statutes, as amended (the “Special District Act”) authorizes the formation of various kinds of governmental entities to finance and operate public services and infrastructure, including metropolitan districts; and

WHEREAS, pursuant to the Special District Act, Firestone Ventures LLC (the “Petitioner”) has submitted to the Town of Firestone (the “Town”) a service plan (the “Service Plan”) for the proposed Skyview Meadows Metropolitan District (the “District”), a copy of which is attached as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the District will be organized to provide for the planning, design, acquisition, construction, installation and financing of certain public improvements, as more specifically described in the Service Plan; and

WHEREAS, in accordance with the Special District Act, the Petitioner published notice of the hearing before the Town Board of Trustees (the “Board”) for consideration of the Service Plan in the Longmont Times-Call, a newspaper of general circulation, on August 2, 2019, as evidenced by the Affidavit of Publication attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, in accordance with the Special District Act, the Petitioner mailed by first class mail notice of the hearing before the Town Board on August 7, 2019 to all property owners within the boundaries of the District, as evidenced by the Affidavit of Mailing and Publication Notice of Public Hearing attached hereto as **Exhibit C** and incorporated herein by this reference; and

WHEREAS, in accordance with the Special District Act, notice of the hearing before the Town Board was also mailed by the Petitioner by first class mail on August 7, 2019 and to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District’s boundaries, as evidenced by the Affidavit of Mailing and Publication Notice of Public Hearing attached hereto as **Exhibit C**; and

WHEREAS, the Special District Act requires that any service plan submitted to the district court for creation of a metropolitan district must first be approved by resolution of the governing body of the municipality within which the proposed district lies; and

WHEREAS, following notice as required by law, the Board conducted a public hearing on the request on August 28, 2019, and has considered the Service Plan and all other testimony and evidence presented at the hearing.

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) A Service Plan for the Skyview Meadows 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 Service Plan with reference to need, service and economic feasibility; and
- (c) That Petitioner has fulfilled in a timely manner the notice requirements under the Special District Act in regards to the public hearing by the Board of Trustees on approval of the District's Service Plan; and
- (d) The Board of Trustees of the Town of Firestone has reviewed the Service Plan, along with the evidence and related exhibits as presented at the public hearing, 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 Service Plan for the proposed Skyview Meadows Metropolitan District.

Section 2. Upon consideration of the Service Plan for the District, and evidence presented at the public hearing on the 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. The Board of Trustee's findings are based solely on the evidence presented at the public hearing and set forth in the Service Plan, and that the Town of Firestone has no conducted any independent investigation of the evidence. The Town of Firestone makes no guarantee as to the financial viability of the District or achievability of the desired results.

Section 4. 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 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 5. Upon consideration of the Service Plan, and all evidence presented at the public hearing on the Service Plan, the Service Plan for the Skyview Meadows 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.

Section 6. That the Board of Trustee's approval of the Service Plan is not a waiver or a limitation upon any power that the Town of Firestone or Board of Trustees is legally permitted to exercise regarding the property within the District.

INTRODUCED, READ AND ADOPTED this 28th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

SKYVIEW MEADOWS METROPOLITAN DISTRICT SERVICE PLAN

SERVICE PLAN

SKYVIEW MEADOWS METROPOLITAN DISTRICT

TOWN OF FIRESTONE, COLORADO

Prepared by:

FRITSCH LAW, LLC
1888 SHERMAN STREET, SUITE 200
DENVER, CO 80203

Draft Submitted: June 5, 2019

Resubmittal: August 5, 2019

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LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	District Vicinity Map
EXHIBIT C	District Boundary Map
EXHIBIT D	Description of Public Improvements
EXHIBIT E	Matrix of Ownership and Maintenance
EXHIBIT F	Financing Plan
EXHIBIT G	Form of Disclosure
EXHIBIT H	Board of Trustees' Certified Resolution of Approval of Service Plan (to be added)
EXHIBIT I	Organizational Election Draft Ballot

SKYVIEW MEADOWS METROPOLITAN DISTRICT SERVICE PLAN

I. INTRODUCTION

A. Purpose and Intent. The District is an independent unit of local government, separate and distinct from the Town. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated constituents and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in Exhibit E to this Service Plan.

B. Need for the District. There are currently no 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. Formation of 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 District Service Plans. 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, and financing 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 for no longer than the Maximum Mill Levy Imposition Term. The District's mill levy shall be no higher than the Maximum Mill Levy.

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 is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only as specified in Exhibit E to this Service Plan.

Unless the District has operational responsibilities for any of the Public Improvements, it is the intent of the District to 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, or upon the occurrence of an event specified in Section 32-1-701(2) or (3), C.R.S.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and which shall not exceed the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

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

Organizer:

Firestone Venture, LLC
2420 W. 17th Avenue, Suite 3051
Denver, CO 80204

District Counsel:

Fritsche Law, LLC
1888 Sherman Street, Suite 200
Denver, CO 80203

Investment Banker:

Stifel Public Finance
1401 Lawrence Street, Suite 900
Denver, CO 80202

Engineer:

Colorado Geoscience and Design Inc.
P.O. Box 68
Franktown, CO 80116

Bond Counsel:

Kline Alvarado Veio, PC
1775 Sherman Street, Suite 1790
Denver, CO 80203

II. DEFINITIONS

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

Board: means the board of directors of one District.

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

Bonds or Debt: means any bonds, notes, debentures, certificates, contracts, capital leases, or other multiple fiscal year financial obligations of the District.

District: means the Skyview Meadows Metropolitan District.

Financial Plan: means the Financial Plan attached hereto as Exhibit F and described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated revenue and expenses.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as Exhibit C, describing the District's Boundaries.

Market Issued Debt: means Debt which is underwritten by an underwriter or investment banker listed in the Bond Buyer's Municipal Market Place (also known as the Redbook).

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

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy as set forth in Section VI.F below.

Official Development Plan: means an Official Development Plan as approved by the Town pursuant to the Town Code.

Privately Placed Debt: means Debt which is sold or placed directly with an investor, without being underwritten by an underwriter or investment banker.

Project: means the development or property commonly referred to as Skyview Meadows.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, and financed as generally described in Exhibit D, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the District as determined by the Board of the District.

Service Plan: means this service plan for the District approved by Board of Trustees.

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

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Firestone, Colorado.

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

III. BOUNDARIES

The area of the District includes approximately 240 acres. A legal description of the District Boundaries is attached hereto as Exhibit A. A map of the District Boundaries is attached hereto as Exhibit C. A vicinity map is attached hereto as Exhibit B.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Boundaries consists of approximately 240 acres of vacant land. The current assessed valuation of the District Boundaries is zero Dollars for the purposes of this Service Plan and, at full build-out, is expected to be sufficient to reasonably discharge Debt issued by the District under the Financial Plan. The population of the District at full build-out is estimated to be approximately 2,040 people.

The Official Development Plan for the property in the District Boundaries is expected to be approved by the Town in late 2019.

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, if provided herein, related operation and maintenance services, within and without the boundaries of the District 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.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other governmental entity or owners association in a manner consistent with the Official Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall not 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 Exhibit E in the approved Service Plan.

The property within the District lies within the St. Vrain Sanitation District (“St. Vrain”) and will receive sanitary sewer service from this entity. St. Vrain does not plan to finance or construct the sanitary sewer system improvements for the Project. The sanitary sewer system improvements to be provided by the District do not duplicate or interfere with the provision of sanitary sewer service by St. Vrain. The exercise of the sanitary sewer power by the District shall be subject to consent from St. Vrain, pursuant to Section 32-1-107, C.R.S. Construction of sanitary sewer system improvements shall be done in accordance with the applicable standards and specifications of St. Vrain and shall be dedicated to St. Vrain pursuant to an intergovernmental agreement to be entered into between St. Vrain and the District at the first meeting of the District’s Board of Directors (the “St. Vrain IGA”).

2. Use of Bond Proceeds and Other Revenues of the District Limitation. Proceeds from the sale of Debt instruments and other revenues of the District may not be used to pay landowners within the District for any items required by annexation agreements or land use codes. Examples of ineligible reimbursements include: the acquisition of rights of way, easements, and land for prudent drainage, parkland or open space. Additionally, if the landowner/developer constructs the public infrastructure and conveys it to the District contingent upon a pledge from the District that it will issue Debt to pay the landowner/developer, prior to reimbursing the landowner/developer for such amounts, the District must receive the report of an independent engineer or accountant confirming that the amount of the reimbursement is reasonable.

3. Cost Recovery Agreement Limitation. Should the District construct infrastructure subject to a cost recovery agreement with the Town or other entity, the District retains all benefits under the cost recovery agreement. Any subsequent reimbursement for public improvements installed or financed by the District will remain the property of the District and be applied toward repayment of its Debt, if any. Any reimbursement revenue not necessary to repay District Debt may be utilized to construct additional Public Improvements permitted under this Service Plan.

4. Construction Standards Limitation. The District will ensure that the Public Improvements it constructs, or finances, are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. In all instances, the District will comply with applicable Town ordinances, regulations and standards, including, without limitation, and to the extent necessary, execution of public improvement agreements and provision of improvements and dedication of any of the Public Improvements to the Town. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Nothing herein requires the Town to accept the transfer of any Public Improvement.

5. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, the District shall obtain the certification of an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place (also known as the Redbook); and is not an officer of the District, substantially as follows:

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 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.

6. Boundary Change Limitation. The District shall not include within or exclude from its boundaries any property without the prior written consent of the Town.

7. Total Debt Issuance Limitation. The District shall not issue Debt in an aggregate principal amount in excess of Twenty-four Million Dollars (\$24,000,000), provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt.

8. No Rates, Fees, Charges, Assessments or Exaction. Except for a one-time development fee, not to exceed \$5,000, the District shall not impose any rate, fee, charge, assessment or exaction and shall not utilize any rate, fee, charge, assessment or exaction imposed by any public or private entity without written consent of the Town.

9. 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 an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

10. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions 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).

Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material departure from this Service Plan pursuant to Section 32-1-207(2), C.R.S., and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

12. Eminent Domain Powers Limitation. The District shall provide the Town with written notice prior to its exercise of the power of eminent domain.

13. Notice of Meetings. The District shall deliver to the Town Clerk a copy of written notice of every regular or special meeting of the District at least three (3) days prior to such meeting. The District shall post a copy of such notice at Town Hall and the Town Post Office. From the time that 50% of the structures to be built in the District have been sold to third party purchasers, all meetings of the Board of Directors shall be held within Town limits.

14. Subdistricts; 63-20 Corporations. No subdistricts shall be created by the District pursuant to Section 32-1-1101(1.5), C.R.S., without prior approval of the Town. The District shall not create any corporation to issue Bonds on the District’s behalf.

15. Intergovernmental Agreement; Improvement Guaranty. The District shall not levy any taxes or issue any Debt until it enters into an intergovernmental agreement with the Town regarding the enforcement of the provisions of this Service Plan. The intergovernmental agreement shall be in form and substance satisfactory to the Town Administrator and Town Attorney. The creation of the District shall not alter the obligation of the developer of property in the District to provide the Town with improvement guarantees pursuant to an Official Development Plan.

16. 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. While the assumptions upon which this Service Plan are generally based are reflective of an Official Development Plan for the property within the District, the cost estimates and Financing Plan are sufficiently flexible to enable the District to provide necessary services and facilities without the need to amend this

Service Plan as development plans change. Modification of the general types of services and facilities, and changes in proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current Official Development Plans for the property. The assumptions in the Financing Plan are based on estimates for absorption schedules and pricing, and future Debt issuances at the time of Service Plan approval. Actions of the District which violate the limitations set forth in Sections A.1-15 above or in Section VI shall be deemed to be material departures from 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 within and without the boundaries of the District, as more specifically described in Exhibit D, including the information required by Section 32-1-202(2)(c) and (e), C.R.S. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District was prepared based upon a preliminary engineering survey and estimates derived from the Official Development Plan on the property within the District Boundaries and is approximately \$21,717,618 and as more specifically detailed in Exhibit D.

All of the Public Improvements described herein 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 Official Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. All construction cost estimates assume construction to applicable local, State or Federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues (subject to Section V.A.8 hereof). The total Debt that the District shall be permitted to issue shall not exceed the total Debt issuance limitation set forth in Section V.A.7 hereof, and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the District at the time of issuance, as estimated in the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property of the District. Prior to issuing

any Debt, the District shall deliver to the Town an opinion of nationally recognized bond counsel stating that the Debt satisfies the requirements of the Service Plan.

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. The proposed maximum interest rate on any Debt shall not exceed 12%. The maximum underwriting discount shall not exceed 3%. 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.

C. No-Default Provisions.

Debt issued by a District shall be structured so that failure to pay debt service when due shall not of itself constitute an event of default or result in the exercise of remedies. The foregoing shall not be construed to prohibit events of default and remedies for other occurrences including, without limitation: (1) failure to impose or collect the Maximum Debt Mill Levy or such portion thereof as may be pledged thereto, or to apply the same in accordance with the terms of the Debt; (2) failure to abide by other covenants made in connection with such Debt; or (3) filing by a District as a debtor under any bankruptcy or other applicable insolvency laws. Notwithstanding the foregoing, Debt will not be structured with a remedy which requires the District to increase the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term.

D. Eligible Bondholders.

All District Bonds or other Debt instruments, if not rated in one of its four highest rating categories by one or more nationally recognized organizations which regularly rate such obligations, must be issued in minimum denominations of Five Hundred Thousand Dollars (\$500,000). The foregoing shall not prohibit the redemption by the District of such Debt instruments in denominations smaller than \$500,000.

E. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property of the District for the purposes of repaying Debt and shall be determined as follows:

1. The Maximum Debt Mill Levy shall be fifty (50) mills; provided that 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 mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or 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 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.

F. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a debt service mill levy for more than forty (40) years after the year of the issuance of obligations to be supported by such debt service mill levy unless: (1) a majority of the Board of Directors of the District imposing the mill levy are residents of such District; and (2) such Board has voted in favor of issuing Debt with a term which requires or contemplates the imposition of a debt service mill levy for a longer period of time than the limitation contained herein.

G. Debt Repayment Sources.

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 operations and maintenance. The debt mill levy shall only be used for debt service on Market Issued Debt or for Privately Placed Debt. It shall never be used to pay debt service on any other obligation. Specifically, Developer advances for capital outlays must be structured as Privately Placed Debt if there is a reasonable expectation that the advance will not be repaid in its entirety within one (1) year. In no event shall the debt service mill levy exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term.

H. Security for Debt.

No Debt or other financial obligation of any District will constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of any Debt or other financial obligation of any District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by any District. District shall not utilize the Town of Firestone's name in the name of the District.

I. Operating Mill Levy.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The District is authorized to impose an operations mill levy. The first year's operating budget is estimated to be \$100,000, which is anticipated to be derived from property taxes and other revenues as described in Exhibit F.

J. Total Mill Levy.

The District's total mill levy certified in any year shall not exceed sixty (60) mills provided that 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 mill levy limitation may be increased or decreased to reflect such changes, such increases or 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 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.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town no later than August 1 of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include the following information:

(a) A narrative summary of the progress of the District in implementing its Service Plan;

(b) Except when an exemption from audit has been granted for the fiscal year under the Local Government Audit Law, the audited financial statements of the District for the fiscal year including a statement of financial condition (i.e. balance sheet) as of December 31 of the fiscal year and the statement of operations (i.e. revenues and expenditures) for the fiscal year;

(c) Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of public facilities in the fiscal year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the fiscal year;

(d) Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the fiscal year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the fiscal year, the amount of payment or retirement of existing indebtedness of the District in the fiscal year, the total assessed valuation of all taxable properties within the District as of January 1 of the fiscal year, and the current mill levy of the District pledged to debt retirement in the fiscal year;

(e) The District's budget for the calendar year in which the annual report is submitted;

(f) A summary of residential and commercial development which has occurred within the District for the fiscal year;

(g) A summary of all taxes, fees, charges and assessments imposed by the District as of January 1 of the fiscal year;

(h) The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.

VIII. DISSOLUTION

The District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes upon the occurrence of one of the following: (1) if the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within five years from the approval of this Service Plan; (2) if the District has not issued any Debt within ten years from the approval of this Service Plan; (3) upon an independent determination of the Board of Trustees that the purposes for which the District were created have been accomplished; or (4) when no Debt is then outstanding. If the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within five year from the approval of this Service Plan, the District may request a modification of this Service Plan to provide for a six-month extension of the one-year dissolution clause. The Board of Trustees may approval up to two six-month extensions for a maximum of one year. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding Debt as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers or lessees of property in the District regarding the Maximum Debt Mill Levy as well as a description of the District's authority to impose and collect rates, fees, penalties or charges. The form of notice shall be substantially in the form of Exhibit H hereto; provided that such form may be modified by the District so long as a new form is submitted to the Town prior to modification. All promotional, marketing, and sales information shall display notice, equal in size and font to all other pertinent information, as to debt, taxes, rates, fees and charges, and this information shall further be recorded in the real estate records of the County with the order of the court creating the District.

X. COMPLIANCE WITH LAWS

The approval of the Service Plan shall not limit the Town in implementing any growth limitations imposed by the Board of Trustees or the voters. The District shall be subject to all of the Town's zoning, subdivision, building code or land use requirements.

XI. 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 is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A

Legal Description

Lot A,
AMENDED TEETS MINOR PLAT,
Town of Firestone,
County of Weld,
State of Colorado

EXHIBIT B

District Vicinity Map

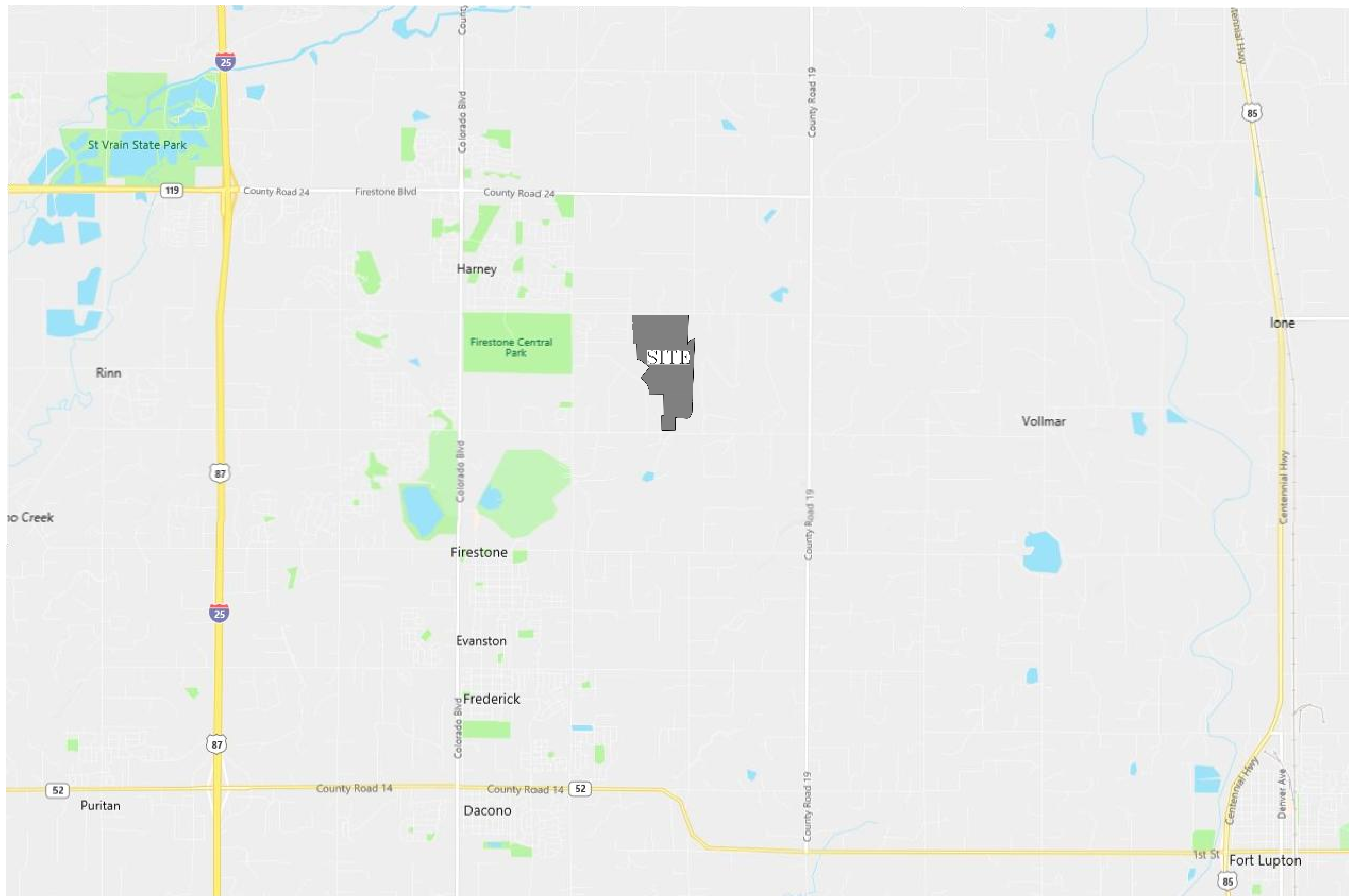


EXHIBIT C

District Boundary Map

SHEET 2 OF 3



EXHIBIT D

Description of Public Improvements

Capital Cost Estimate

Skyview Meadows Metropolitan District

5/31/2019

Town of Firestone, CO

	<u>Quantity</u>	<u>Units</u>	<u>Price</u>	
Onsite Public Improvements				
<u>Roadway Improvements</u>				
Aggregate Base Course	39293 Tons	@	\$18 =	\$707,274
Asphalt Pavement	39292 Tons	@	\$65 =	\$2,553,980
Curb & Gutter (Ramp)	75000 LF	@	\$21 =	\$1,575,000
Curb & Gutter (6" vertical)	10600 LF	@	\$16 =	\$169,600
Concrete Sidewalk, 4"	38000 SY	@	\$38 =	\$1,444,000
Pedestrian Ramp	1500 SY	@	\$108 =	\$162,000
Cross Pan	3500 SY	@	\$53 =	\$185,500
			Subtotal	= \$6,797,354
<u>Storm Drain Improvements</u>				
18" RCP	300 LF	@	\$69 =	\$20,700
24" RCP	150 LF	@	\$84 =	\$12,600
30" RCP	100 LF	@	\$94 =	\$9,400
36" RCP	100 LF	@	\$124 =	\$12,400
42" RCP	1000 LF	@	\$134 =	\$134,000
48" RCP	2000 LF	@	\$178 =	\$356,000
Curb Inlet (Type R, L=5')	6 EA	@	\$3,791	\$22,746
Curb Inlet (Type R, L=10')	12 EA	@	\$5,044	\$60,528
Storm Sewer Manhole	18 EA	@	\$6,000	\$108,000
Detention Ponds	2 EA	@	\$20,000	\$40,000
Pond Outlet Structure	2 EA	@	\$15,000	\$30,000
			Subtotal	= \$806,374
<u>Sanitary Sewer Improvements</u>				
Sewer Main Pipe (8" PVC)	25000 LF	@	\$94 =	\$2,350,000
Sanitary Sewer Manhole	90 EA	@	\$4,575 =	\$411,750
Sanitary Sewer Service Line	560 EA	@	\$1,516 =	\$848,960
			Subtotal	= \$3,610,710
<u>Water System Improvements</u>				
Water Main Pipe (8" PVC)	28000 LF	@	\$94 =	\$2,632,000
Gate Valves (8")	150 EA	@	\$1,852 =	\$277,800
Fire Hydrant Assembly w/ valves	50 EA	@	\$6,430 =	\$321,500

Water Service Line	560 EA	@	\$1,253 =	\$701,680
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Subtotal				\$3,932,980
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Landscaping

Collector Road	48,600 SF	@	\$3.00	145,800
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Park Areas	410000 SF	@	\$3.00	1,260,000
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SWMF	1050000 SF	@	\$1.50	1,575,000
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Subtotal				\$2,980,800
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Total Onsite	=			\$18,128,218
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Offsite Public Improvements

Sanitary Sewer Improvements

Sewer Main Pipe (8" PVC)	14000 LF	@	\$94 =	\$1,316,000
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Sanitary Sewer Manhole	30 EA	@	\$4,575 =	\$137,250
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Subtotal				\$1,453,250
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Water System Improvements

Water Main Pipe (8" PVC)	7000 LF	@	\$94 =	\$658,000
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Gate Valves (8")	50 EA	@	\$1,852 =	\$92,600
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Fire Hydrant Assembly w/ valves	10 EA	@	\$6,430 =	\$64,300
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Subtotal				\$814,900
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Offsite Roadways

10" Full Depth Asphalt (CR 22)	12500 SY			\$406,250
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Striping				\$15,000
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Subtotal				\$421,250
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Total				\$2,689,400
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Engineering				\$900,000
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Project Total				\$21,717,618
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EXHIBIT E

Matrix of Ownership and Maintenance Public Infrastructure

Skyview Meadows Metropolitan District

Description	Constructed By	Ownership	Maintenance
Neighborhood Park	Metro District	Town of Firestone	Town of Firestone
Pocket Parks	Metro District	HOA	HOA
Storm	Metro District	Town of Firestone	Town of Firestone
Sanitary	Metro District	Town of Firestone	Town of Firestone
Water	Metro District	Town of Firestone	Town of Firestone
Roads	Metro District	Town of Firestone	Town of Firestone

EXHIBIT F

Financing Plan

Skyview Meadows Metropolitan District

Limited Tax General Obligation Bonds

Bonding Capacity

		DISTRICT REVENUE SUMMARY						\$8,300,000 SERIES 2019 BONDS							\$15,610,000 SERIES 2023 BONDS							
Year	Assessed	Mill	Property Tax	SO Tax ¹	Collection	Net Property				CAPI	DSRF Interest	Net		Surplus/				CAPI	DSRF Interest	Net	Total	Surplus/
Completed	Collection	Value	Levy	Revenue	Fees ²	Tax Revenues	Principal	Coupon	Interest	Fund	Earnings ³	Debt Service	Coverage	(Deficit)	Principal	Coupon	Interest	Fund	Earnings ³	Debt Service	Coverage	(Deficit)
2019	2020	-	50.00	-	-	-	-		380,417	(380,417)	(3,905)	(3,905)		3,905								
2019	2021	1,630,368	50.00	81,518	4,076	(1,712)	83,882	-	456,500	(456,500)	(3,905)	(3,905)		87,788								
2020	2022	3,260,736	50.00	163,037	8,152	(3,424)	167,765	-	456,500	(456,500)	(3,905)	(3,905)		171,670								-
2021	2023	6,554,079	50.00	327,704	16,385	(6,882)	337,207	-	456,500		(3,905)	452,595	0.75	(115,387)								-
2022	2024	10,142,519	50.00	507,126	25,356	(10,650)	521,833	-	456,500		(3,905)	452,595	1.15	69,238	-		780,500	(780,500)	(6,838)	(6,838)	-76.32	528,670
2023	2025	13,502,059	50.00	675,103	33,755	(14,177)	694,681	-	456,500		(3,905)	452,595	1.53	242,086	-		780,500		(6,838)	773,662	0.90	(78,981)
2024	2026	17,435,276	50.00	871,764	43,588	(18,307)	897,045	-	456,500		(3,905)	452,595	1.98	444,450	-		780,500		(6,838)	773,662	1.16	123,383
2025	2027	20,862,343	50.00	1,043,117	52,156	(21,905)	1,073,368	75,000	5.500%	456,500	(3,905)	527,595	2.03	545,773	75,000	5.000%	780,500		(6,838)	848,662	1.26	224,705
2026	2028	21,696,836	50.00	1,084,842	54,242	(22,782)	1,116,302	105,000	5.500%	452,375	(3,905)	553,470	2.02	562,832	115,000	5.000%	776,750		(6,838)	884,912	1.26	231,390
2027	2029	21,696,836	50.00	1,084,842	54,242	(22,782)	1,116,302	110,000	5.500%	446,600	(3,905)	552,695	2.02	563,607	120,000	5.000%	771,000		(6,838)	884,162	1.26	232,140
2028	2030	22,564,710	50.00	1,128,235	56,412	(23,693)	1,160,954	135,000	5.500%	440,550	(3,905)	571,645	2.03	589,310	160,000	5.000%	765,000		(6,838)	918,162	1.26	242,792
2029	2031	22,564,710	50.00	1,128,235	56,412	(23,693)	1,160,954	145,000	5.500%	433,125	(3,905)	574,220	2.02	586,735	170,000	5.000%	757,000		(6,838)	920,162	1.26	240,792
2030	2032	23,467,298	50.00	1,173,365	58,668	(24,641)	1,207,392	175,000	5.500%	425,150	(3,905)	596,245	2.02	611,148	215,000	5.000%	748,500		(6,838)	956,662	1.26	250,730
2031	2033	23,467,298	50.00	1,173,365	58,668	(24,641)	1,207,392	185,000	5.500%	415,525	(3,905)	596,620	2.02	610,773	225,000	5.000%	737,750		(6,838)	955,912	1.26	251,480
2032	2034	24,405,990	50.00	1,220,299	61,015	(25,626)	1,255,688	220,000	5.500%	405,350	(3,905)	621,445	2.02	634,243	275,000	5.000%	726,500		(6,838)	994,662	1.26	261,026
2033	2035	24,405,990	50.00	1,220,299	61,015	(25,626)	1,255,688	230,000	5.500%	393,250	(3,905)	619,345	2.03	636,343	290,000	5.000%	712,750		(6,838)	995,912	1.26	259,776
2034	2036	25,382,230	50.00	1,269,111	63,456	(26,651)	1,305,916	270,000	5.500%	380,600	(3,905)	646,695	2.02	659,221	345,000	5.000%	698,250		(6,838)	1,036,412	1.26	269,503
2035	2037	25,382,230	50.00	1,269,111	63,456	(26,651)	1,305,916	285,000	5.500%	365,750	(3,905)	646,845	2.02	659,071	360,000	5.000%	681,000		(6,838)	1,034,162	1.26	271,753
2036	2038	26,397,519	50.00	1,319,876	65,994	(27,717)	1,358,152	325,000	5.500%	350,075	(3,905)	671,170	2.02	686,983	420,000	5.000%	663,000		(6,838)	1,076,162	1.26	281,990
2037	2039	26,397,519	50.00	1,319,876	65,994	(27,717)	1,358,152	345,000	5.500%	332,200	(3,905)	673,295	2.02	684,858	440,000	5.000%	642,000		(6,838)	1,075,162	1.26	282,990
2038	2040	27,453,419	50.00	1,372,671	68,634	(28,826)	1,412,478	390,000	5.500%	313,225	(3,905)	699,320	2.02	713,159	505,000	5.000%	620,000		(6,838)	1,118,162	1.26	294,316
2039	2041	27,453,419	50.00	1,372,671	68,634	(28,826)	1,412,478	410,000	5.500%	291,775	(3,905)	697,870	2.02	714,609	530,000	5.000%	594,750		(6,838)	1,117,912	1.26	294,566
2040	2042	28,551,556	50.00	1,427,578	71,379	(29,979)	1,468,978	460,000	5.500%	269,225	(3,905)	725,320	2.03	743,658	605,000	5.000%	568,250		(6,838)	1,166,412	1.26	302,565
2041	2043	28,551,556	50.00	1,427,578	71,379	(29,979)	1,468,978	490,000	5.500%	243,925	(3,905)	730,020	2.01	738,958	635,000	5.000%	538,000		(6,838)	1,166,162	1.26	302,815
2042	2044	29,693,619	50.00	1,484,681	74,234	(31,178)	1,527,737	545,000	5.500%	216,975	(3,905)	758,070	2.02	769,667	715,000	5.000%	506,250		(6,838)	1,214,412	1.26	313,324
2043	2045	29,693,619	50.00	1,484,681	74,234	(31,178)	1,527,737	575,000	5.500%	187,000	(3,905)	758,095	2.02	769,642	750,000	5.000%	470,500		(6,838)	1,213,662	1.26	314,074
2044	2046	30,881,363	50.00	1,544,068	77,203	(32,425)	1,588,846	635,000	5.500%	155,375	(3,905)	786,470	2.02	802,376	835,000	5.000%	433,000		(6,838)	1,261,162	1.26	327,684
2045	2047	30,881,363	50.00	1,544,068	77,203	(32,425)	1,588,846	670,000	5.500%	120,450	(3,905)	786,545	2.02	802,301	875,000	5.000%	391,250		(6,838)	1,259,412	1.26	329,434
2046	2048	32,116,618	50.00	1,605,831	80,292	(33,722)	1,652,400	740,000	5.500%	83,600	(3,905)	819,695	2.02	832,705	970,000	5.000%	347,500		(6,838)	1,310,662	1.26	341,738
2047	2049	32,116,618	50.00	1,605,831	80,292	(33,722)	1,652,400	780,000	5.500%	42,900	(3,905)	818,995	2.02	833,405	1,020,000	5.000%	299,000		(6,838)	1,312,162	1.26	340,238
2048	2050	33,401,283	50.00	1,670,064	83,503	(35,071)	1,718,496								1,125,000	5.000%	248,000		(6,838)	1,366,162	1.26	352,334
2049	2051	33,401,283	50.00	1,670,064	83,503	(35,071)	1,718,496								1,180,000	5.000%	191,750		(6,838)	1,364,912	1.26	353,584
2050	2052	34,737,334	50.00	1,736,867	86,843	(36,474)	1,787,236								1,295,000	5.000%	132,750		(6,838)	1,420,912	1.26	366,323
2051	2053	34,737,334	50.00	1,736,867	86,843	(36,474)	1,787,236								1,360,000	5.000%	68,000		(6,838)	1,421,162	1.26	366,073

Total:							8,300,000		10,340,917	-1,293,417	-117,157	17,230,343			15,610,000		17,210,500		-205,128	31,834,872		
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Notes:

- (1) Estimated SO Tax :5.00%
- (2) Estimated Collection Fees:2.00%
- (3)Estimate Int Earnings:0.50%

Series 2019:		Series 2023:		TOTAL	
Par Amount	8,300,000	Par Amount	15,610,000	Par Amount	23,910,000
Net Proceeds	5,959,539	New Project Funds	5,320,996	Total Net Proceeds	11,280,535
DSRF-Requirement	781,044	Refunding Deposit	8,694,250		
Callable at 102% on 12/1/2023		DSRF-Requirement	1,367,521		

Notes: Preliminary and subject to change; interest rate assumptions are based on current market conditions and similar credits; issuer's actual results may differ, and Stifel makes no commitment to underwrite at these levels; and costs of issuance and underwriter's discount are estimates for discussion purposes.

Skyview Meadows Metropolitan District

Limited Tax General Obligation Bonds

Assessed Valuation

Year		Anticipated Average	No of units	Market Value	Anticipated Average	No of units	Market Value	Anticipated Average	No of units	Market Value	Anticipated Average	No of units	Market Value	Market Value	Actual Value	Beginning	Biennial	Ending	Assessed
Completed	Collection	Sales Price	Sold Per Year	Sold	Sales Price	Sold Per Year	Sold	Sales Price	Sold Per Year	Sold	Sales Price	Sold Per Year	Sold	of New Const.	of New Const ⁽³⁾	Actual Value	Reassment ⁽²⁾	Market Value	Value ⁽⁴⁾
2019	2020																		
2020	2021																		
2020	2022	412,000	36	14,832,000	473,000	18	8,514,000	593,000	27	16,011,000	659,000	9	5,931,000	45,288,000	45,288,000	-	-	45,288,000	3,260,736
2021	2023	416,120	36	14,980,320	477,730	18	8,599,140	598,930	27	16,171,110	665,590	9	5,990,310	45,740,880	45,740,880	45,288,000	-	91,028,880	6,554,079
2022	2024	420,281	36	15,130,123	482,507	18	8,685,131	604,919	27	16,332,821	672,246	9	6,050,213	46,198,289	46,198,289	91,028,880	3,641,155	140,868,324	10,142,519
2023	2025	424,484	36	15,281,424	487,332	18	8,771,983	610,968	27	16,496,149	678,968	9	6,110,715	46,660,272	46,660,272	140,868,324	-	187,528,596	13,502,059
2024	2026	428,729	36	15,434,239	492,206	18	8,859,703	617,078	27	16,661,111	685,758	9	6,171,822	47,126,874	47,126,874	187,528,596	7,501,144	242,156,614	17,435,276
2025	2027	433,016	36	15,588,581	497,128	18	8,948,300	623,249	27	16,827,722	692,616	9	6,233,541	47,598,143	47,598,143	242,156,614	-	289,754,757	20,862,343
2026	2028													-	-	289,754,757	11,590,190	301,344,947	21,696,836
2027	2029													-	-	301,344,947	-	301,344,947	21,696,836
2028	2030													-	-	301,344,947	12,053,798	313,398,745	22,564,710
2029	2031													-	-	313,398,745	-	313,398,745	22,564,710
2030	2032													-	-	313,398,745	12,535,950	325,934,695	23,467,298
2031	2033													-	-	325,934,695	-	325,934,695	23,467,298
2032	2034													-	-	325,934,695	13,037,388	338,972,083	24,405,990
2033	2035													-	-	338,972,083	-	338,972,083	24,405,990
2034	2036													-	-	338,972,083	13,558,883	352,530,966	25,382,230
2035	2037													-	-	352,530,966	-	352,530,966	25,382,230
2036	2038													-	-	352,530,966	14,101,239	366,632,205	26,397,519
2037	2039													-	-	366,632,205	-	366,632,205	26,397,519
2038	2040													-	-	366,632,205	14,665,288	381,297,493	27,453,419
2039	2041													-	-	381,297,493	-	381,297,493	27,453,419
2040	2042													-	-	381,297,493	15,251,900	396,549,393	28,551,556
2041	2043													-	-	396,549,393	-	396,549,393	28,551,556
2042	2044													-	-	396,549,393	15,861,976	412,411,368	29,693,619
2043	2045													-	-	412,411,368	-	412,411,368	29,693,619
2044	2046													-	-	412,411,368	16,496,455	428,907,823	30,881,363
2045	2047													-	-	428,907,823	-	428,907,823	30,881,363
2046	2048													-	-	428,907,823	17,156,313	446,064,136	32,116,618
2047	2049													-	-	446,064,136	-	446,064,136	32,116,618
2048	2050													-	-	446,064,136	17,842,565	463,906,702	33,401,283
2049	2051													-	-	463,906,702	-	463,906,702	33,401,283
2050	2052													-	-	463,906,702	18,556,268	482,462,970	34,737,334
2051	2053													-	-	482,462,970	-	482,462,970	34,737,334

Total:

Notes:

- (1) Home Price Inflation1%
- (2) Biennial Reassessment4%
- (3) Actual Value of Sale Price100%
- (4) Residential Reassessment Ratio7.20%

	Year Sold	Anticipated Average Sales Price	No of units sold per year
Model type 1	6	412,000	36
Model type 2	6	473,000	18
Model type 3	6	593,000	27
Model Type 4	6	659,000	9

Home sales are anticipated to commence in 2020 and full build out is expected by the end of 2026

Estimates based off the assumption that 40% of our sales will be our lowest price point product (Model 1)

We are capping ranch sales at 1/5, or 20% of total lots due to lower margin point (Model 2)

30% of sales is assumed to be Model 3

10% of sales will be model 4

General Information Exclusion Disclosure

Stifel, Nicolaus & Company, Incorporated ("Stifel") has prepared the attached materials. Such material consists of factual or general information (as defined in the SEC's Municipal Advisor Rule). Stifel is not hereby providing a municipal entity or obligated person with any advice or making any recommendation as to action concerning the structure, timing or terms of any issuance of municipal securities or municipal financial products. To the extent that Stifel provides any alternatives, options, calculations or examples in the attached information, such information is not intended to express any view that the municipal entity or obligated person could achieve particular results in any municipal securities transaction, and those alternatives, options, calculations or examples do not constitute a recommendation that any municipal issuer or obligated person should effect any municipal securities transaction. Stifel is acting in its own interests, is not acting as your municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the municipal entity or obligated party with respect to the information and materials contained in this communication.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel. Stifel does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the municipal entity or obligated party with respect to the information and materials contained in this communication.

EXHIBIT G

Form of Disclosure

Special Taxing District. The property is located within the boundaries of the Skyview Meadows Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue bonds that are paid by revenues produced from annual tax levies on the taxable property within the District. The buyer should investigate the financing plans of the District, proposed or existing mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

EXHIBIT H

Board of Trustees' Certified Resolution of Approval of Service Plan

EXHIBIT I

Organizational Election Draft Ballot

No. 0__

**OFFICIAL BALLOT FOR SKYVIEW MEADOWS METROPOLITAN DISTRICT
NOVEMBER 5, 2019**

Designated Election Official

WARNING

Any person who, by use of force or other means, unduly influences an eligible elector to vote in any particular manner or to refrain from voting, or who falsely makes, alters, forges, or counterfeits any mail ballot before or after it has been cast, or who destroys, defaces, mutilates, or tampers with a ballot is subject, upon conviction, to imprisonment, or to a fine, or both. §1-13.5-1105(4)(b), C.R.S.

Refer to the ballot instructions for complete information on voting. Review your ballot. To vote, place crossmark (X) at the right of the name of each candidate of your choice and in the appropriate box directly following each ballot question and ballot issue.

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT QUESTION A

Shall Skyview Meadows Metropolitan District, County of Weld, State of Colorado, be organized?

YES

☐

NO

☐

Vote for not more than Three (3) Directors to serve until the second regular election in May, 2022:

Daniel A. Martin

☐

Dan Martin

☐

Jodi Martin

☐

Vote for not more than Two (2) Directors to serve until the next regular election in May, 2020:

Michael Wollner

☐

Brian Hassel

☐

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE B
(OPERATIONS AND MAINTENANCE MILL LEVY)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$350,000 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) OR SUCH OTHER ANNUAL AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, OPERATIONS, MAINTENANCE, CAPITAL IMPROVEMENT AND OTHER EXPENSES WITHOUT LIMITATION, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE C
(WATER)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A TOTAL REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, POTABLE AND NONPOTABLE WATER DISTRIBUTION SYSTEMS, INCLUDING WITHOUT LIMITATION WATER RIGHTS, WATER COLLECTION, STORAGE, TREATMENT AND DISTRIBUTION, IRRIGATION AND RELATED FACILITIES AND SYSTEMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, LAND AND EASEMENTS, AND ALL EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER

LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE D:
(SANITATION/DRAINAGE)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A TOTAL REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SANITATION SYSTEM WHICH MAY CONSIST OF STORM SEWERS, FLOOD AND SURFACE DRAINAGE, WASTEWATER COLLECTION, TREATMENT AND DISPOSAL WORKS AND FACILITIES, AND ALL NECESSARY OR PROPER EQUIPMENT AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO, COLLECTION MAINS AND LATERALS, TRANSMISSION LINES, CANALS, DETENTION/RETENTION PONDS, BOX CULVERTS AND ASSOCIATED DRAINAGE FACILITIES, EQUIPMENT, LAND AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE E
(STREETS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR

ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM OF STREETS, ROADWAYS AND PARKING FACILITIES INCLUDING WITHOUT LIMITATION GRADING, ROADWAY IMPROVEMENTS, PAVING, CURBS, GUTTER, DRAINAGE SYSTEMS, UTILITY CONDUITS, LIGHTING, SIGNALIZATION, MONUMENTATION, LANDSCAPING, IRRIGATION, AND RELATED HARDSCAPE, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, LAND AND EASEMENTS, AND ALL EXTENSION AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE F
(SAFETY PROTECTION)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, INCLUDING BUT NOT LIMITED TO SIGNAGE, TRAFFIC CONTROL MEASURES, TRAFFIC SIGNALS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE

LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE G
(PARKS AND RECREATION)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATIONAL FACILITIES, IMPROVEMENTS AND PROGRAMS, INCLUDING BUT NOT LIMITED TO PARKS, BIKE PATHS AND PEDESTRIAN WAYS, FENCING, BRIDGES, TRAILS, FIELDS, COURTS, PLAYGROUNDS, OPEN SPACE, COMMON AREAS, COMMUNITY CENTERS, OUTDOOR LIGHTING, EVENT FACILITIES, ART AND CULTURAL ACTIVITIES, IRRIGATION FACILITIES, WATER BODIES, PUBLIC FOUNTAINS AND SCULPTURES, LANDSCAPING, HARDSCAPE, SIGNAGE, ENTRY AND ARCHITECTURAL FEATURES, WEED CONTROL, WETLANDS MITIGATION AND MONITORING, AND OTHER ACTIVE AND PASSIVE RECREATIONAL FACILITIES, IMPROVEMENTS AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER

LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUES H
(OPERATIONS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY ISSUED OR INCURRED TO PAY THE COSTS OF OPERATING, MAINTAINING, OR OTHERWISE PROVIDING SYSTEMS, OPERATIONS, AND ADMINISTRATION TO CARRY OUT THE OBJECTS AND PURPOSES FOR WHICH THE DISTRICT WAS ORGANIZED, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT PROPERTIES, FACILITIES, EQUIPMENT, PERSONNEL, CONTRACTORS, CONSULTANTS, AND COSTS AND ALL LAND, EASEMENTS, AND APPURTENANCES NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE I
(REFUNDING DEBT)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF REFUNDING, PAYING, OR DEFEASING, IN WHOLE OR IN PART, BONDS, NOTES, OR OTHER FINANCIAL OBLIGATIONS OF THE DISTRICT; SUCH DEBT TO BEAR INTEREST AT A RATE TO BE DETERMINED BY THE DISTRICT BOARD, WHICH INTEREST RATE MAY BE HIGHER THAN THE INTEREST RATE BORNE BY THE OBLIGATIONS BEING REFUNDED BUT IN NO EVENT SHALL THE NET EFFECTIVE INTEREST RATE EXCEED 12%

PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED; SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING WITHOUT LIMITATION FROM A MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE J

(INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OR POLITICAL SUBDIVISIONS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT AND MULTIPLE-FISCAL YEAR OBLIGATIONS; SUCH DEBT AND OBLIGATIONS TO CONSIST OF ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, PROGRAMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, OR FOR THE PURPOSE OF PROVIDING FOR THE OPERATIONS AND MAINTENANCE OF THE DISTRICT AND ITS FACILITIES AND PROPERTIES; SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING FROM THE DISTRICT'S OPERATING MILL LEVY IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSES SPECIFIED ABOVE; AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT QUESTION K

(REIMBURSEMENT AGREEMENTS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT BE AUTHORIZED TO ENTER INTO AGREEMENTS WITH ANY DEVELOPER OR OWNER OF PROPERTY IN THE DISTRICT FOR THE PURPOSE OF FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, WHICH AGREEMENTS MAY CONSTITUTE DEBT OR INDEBTEDNESS AND MULTIPLE-FISCAL YEAR OBLIGATIONS OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO AGREE TO PAY SPECIFIED REVENUES OF THE DISTRICT TO THE DEVELOPERS, TO MAKE COVENANTS REGARDING THE

REVENUES OF THE DISTRICT, AND TO MAKE COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE L

(TABOR REVENUE EXEMPTION)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ANY AND ALL AMOUNTS ANNUALLY FROM ANY REVENUE SOURCES WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY REVENUES FROM AD VALOREM PROPERTY TAXES, TAXES, SPECIFIC OWNERSHIP TAXES, FEES, RATES, TOLLS, PENALTIES, OR CHARGES, STATE, FEDERAL AND PRIVATE GRANTS AND GIFTS, OR ANY OTHER SOURCE); AND SHALL SUCH REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT QUESTION M

(WAIVER OF TERM LIMITS)

Shall the limitations on terms of office of elected members of the Board of Directors of Skyview Meadows Metropolitan District be eliminated pursuant to Article XVIII, Section 11(2) of the Colorado Constitution?

EXHIBIT B

AFFIDAVIT OF PUBLICATION

NOTICE OF PUBLIC HEARING ON SERVICE PLAN
IN RE THE ORGANIZATION OF SKYVIEW MEADOWS METROPOLITAN
DISTRICT, TOWN OF FIRESTONE, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the "Service Plan") for the proposed Skyview Meadows Metropolitan District (the "District") has been filed with the Firestone Town Clerk, and is available for inspection in the office of the Firestone Town Clerk at 151 Grant Avenue, Firestone, Colorado 80520.

A public hearing on the Service Plan will be held by the Town of Firestone Board of Trustees (the "Board of Trustees") on August 28, 2019, at 7:00 p.m., 151 Grant Avenue, Firestone, Colorado, or as soon thereafter as the Board of Trustees may hear such matter.

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan in accordance with § 32-1-204.5, C.R.S.

A general description of the land contained within the boundaries of the proposed District is as follows: Lot A, AMENDED TEETS MINOR PLAT, Town of Firestone, County of Weld, State of Colorado.

Pursuant to § 32-1-203(3.5), C.R.S., any person owning property in the proposed District may request that such property be excluded from the District by submitting such request to the Board of Trustees no later than ten (10) days prior to the public hearing.

BY ORDER OF THE FIRESTONE
BOARD OF TRUSTEES
Published: Longmont Times Call August 2, 2019--1622330

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, JD Geddes, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Aug 2, 2019

Signature

Subscribed and sworn to me before me this

2nd day of August, 2019.

Notary Public

Shayla Najera

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES JULY 31, 2021

Account: 1084256
Ad Number: 1622330
Fee: \$31.03

EXHIBIT C

AFFADAVIT OF MAILING AND PUBLICATION NOTICE OF PUBLIC HEARING

AFFIDAVIT OF MAILING AND PUBLICATION OF NOTICE OF HEARING

I, Mandi Kirk, being duly sworn, upon my oath do hereby certify that a Notice of Board of Trustees' Public Hearing regarding the Service Plan for the proposed Skyview Meadows Metropolitan District ("District"), attached as Exhibit A, was mailed on August 7, 2019 pursuant to C.R.S. § 32-1-204 (1.5).

The Notice of Public Hearing on Service Plan also was published on August 2, 2019 in the *Longmont Times-Call*. The Affidavit of Publication is attached as Exhibit C.

Signed this 22nd day of August, 2019.

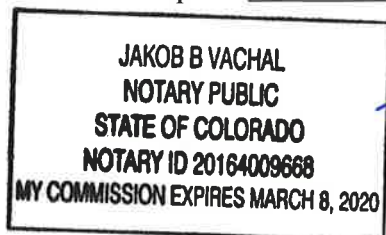
Mandi Kirk

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by Mandi Kirk.

WITNESS my hand and official seal.

My commission expires: 03-08-2020



~~Notary Public~~

EXHIBIT A

Form of Notice

NOTICE OF PUBLIC HEARING ON SERVICE PLAN

**IN RE THE ORGANIZATION OF SKYVIEW MEADOWS METROPOLITAN DISTRICT,
TOWN OF FIRESTONE, STATE OF COLORADO**

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the “Service Plan”) for the proposed Skyview Meadows Metropolitan District (the “District”) has been filed with the Firestone Town Clerk, and is available for inspection in the office of the Firestone Town Clerk at 151 Grant Avenue, Firestone, Colorado 80520.

A public hearing on the Service Plan will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on August 28, 2019, at 7:00 p.m., 151 Grant Avenue, Firestone, Colorado, or as soon thereafter as the Board of Trustees may hear such matter.

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan in accordance with § 32-1-204.5, C.R.S.

A general description of the land contained within the boundaries of the proposed District is as follows: Lot A, AMENDED TEETS MINOR PLAT, Town of Firestone, County of Weld, State of Colorado.

Pursuant to § 32-1-203(3.5), C.R.S., any person owning property in the proposed District may request that such property be excluded from the District by submitting such request to the Board of Trustees no later than ten (10) days prior to the public hearing.

**BY ORDER OF THE FIRESTONE
BOARD OF TRUSTEES**

EXHIBIT B

List of Taxing Entities



TAX AUTHORITIES WITHIN BUFFER DISTANCE

6/27/2019
3:43:56 PM

AIMS JUNIOR COLLEGE

CARBON VALLEY REC

CARRIAGE HILLS METRO

CENTRAL COLO WATER WELL (CCA)

CENTRAL COLORADO WATER (CCW)

CENTRAL COLORADO WATER SUBDISTRICT (CCS)

CENTRAL FIRESTONE URA (CFURA)

CENTRAL WELD COUNTY WATER (CWC)

COTTONWOOD HOLLOW RESIDENTIAL METRO

FIRESTONE TOWN

FORT LUPTON FIRE

FORT LUPTON FIRE (BOND 2022)

FREDERICK TOWN

FREDERICK-FIRESTONE FIRE

FREDERICK-FIRESTONE FIRE (BOND 2022)

GREENS METRO

HIDDEN CREEK METRO DISTRICT

HIGH PLAINS LIBRARY



TAX AUTHORITIES WITHIN BUFFER DISTANCE

6/27/2019
3:43:56 PM

HINKLE FARMS METRO DISTRICT

LEFT HAND WATER

LITTLE THOMPSON WATER (LTW)

LONGMONT CONSERVATION

MAPLE RIDGE METRO DISTRICT

MARKETPLACE METRO

MEADOWLARK BUSINESS PARK URBAN RENEWAL (MLURA)

MOUNTAIN SHADOWS METRO

MOUNTAIN VIEW FIRE RESCUE DISTRICT

NEIGHBORS POINT METRO

NORTHERN COLORADO WATER (NCW)

NORTHERN FIRESTONE URBAN RENEWAL (NFURA)

NP125 METRO

PLATTE VALLEY CONSERVATION

PLATTEVILLE-GILCREST FIRE

SCHOOL DIST RE1-GILCREST

SCHOOL DIST RE1J-LONGMONT

SCHOOL DIST RE8-FORT LUPTON



TAX AUTHORITIES WITHIN BUFFER DISTANCE

6/27/2019
3:43:56 PM

SILVERSTONE METRO DISTRICT #2

SOUTHERN FIRESTONE URBAN RENEWAL (SFURA)

SPRINGS SOUTH METRO

ST VRAIN LEFT HAND WATER (SVW)

ST VRAIN SANITATION

STONERIDGE METRO DISTRICT

THE SPRINGS METRO

VILLAGE EAST COMMUNITY METRO DISTRICT

WELD COUNTY

WESTVIEW METRO DISTRICT

EXHIBIT C

Affidavit of Publication

**NOTICE OF PUBLIC HEARING ON SERVICE PLAN
IN RE THE ORGANIZATION OF SKYVIEW MEADOWS METROPOLITAN
DISTRICT, TOWN OF FIRESTONE, STATE OF COLORADO**

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BY ORDER OF THE FIRESTONE

BOARD OF TRUSTEES

Published: Longmont Times Call August 2, 2019--1622330

Prairie Mountain Media, LLC

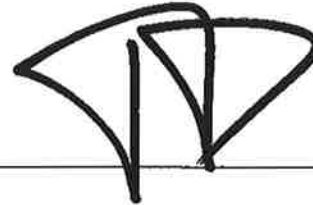
PUBLISHER'S AFFIDAVIT

**County of Boulder
State of Colorado**

The undersigned, JD Geddes, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the Longmont Times Call.
2. The Longmont Times Call is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the Longmont Times Call in Boulder County on the following date(s):

Aug 2, 2019



Signature

Subscribed and sworn to me before me this

2nd day of August 2019.



Notary Public

**SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO**

NOTARY ID 20174031965
MY COMMISSION EXPIRES JULY 31, 2021

(SEAL)

Account: 1084256
Ad Number: 1622330
Fee: \$31.03

SERVICE PLAN

SKYVIEW MEADOWS METROPOLITAN DISTRICT

TOWN OF FIRESTONE, COLORADO

Prepared by:

FRITSCH LAW, LLC
1888 SHERMAN STREET, SUITE 200
DENVER, CO 80203

Draft Submitted: June 5, 2019

Resubmittal: August 5, 2019

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LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	District Vicinity Map
EXHIBIT C	District Boundary Map
EXHIBIT D	Description of Public Improvements
EXHIBIT E	Matrix of Ownership and Maintenance
EXHIBIT F	Financing Plan
EXHIBIT G	Form of Disclosure
EXHIBIT H	Board of Trustees' Certified Resolution of Approval of Service Plan (to be added)
EXHIBIT I	Organizational Election Draft Ballot

SKYVIEW MEADOWS METROPOLITAN DISTRICT SERVICE PLAN

I. INTRODUCTION

A. Purpose and Intent. The District is an independent unit of local government, separate and distinct from the Town. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated constituents and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in Exhibit E to this Service Plan.

B. Need for the District. There are currently no 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. Formation of 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 District Service Plans. 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, and financing 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 for no longer than the Maximum Mill Levy Imposition Term. The District's mill levy shall be no higher than the Maximum Mill Levy.

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 is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only as specified in Exhibit E to this Service Plan.

Unless the District has operational responsibilities for any of the Public Improvements, it is the intent of the District to 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, or upon the occurrence of an event specified in Section 32-1-701(2) or (3), C.R.S.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and which shall not exceed the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

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

Organizer:

Firestone Venture, LLC
2420 W. 17th Avenue, Suite 3051
Denver, CO 80204

District Counsel:

Fritsche Law, LLC
1888 Sherman Street, Suite 200
Denver, CO 80203

Investment Banker:

Stifel Public Finance
1401 Lawrence Street, Suite 900
Denver, CO 80202

Engineer:

Colorado Geoscience and Design Inc.
P.O. Box 68
Franktown, CO 80116

Bond Counsel:

Kline Alvarado Veio, PC
1775 Sherman Street, Suite 1790
Denver, CO 80203

II. DEFINITIONS

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

Board: means the board of directors of one District.

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

Bonds or Debt: means any bonds, notes, debentures, certificates, contracts, capital leases, or other multiple fiscal year financial obligations of the District.

District: means the Skyview Meadows Metropolitan District.

Financial Plan: means the Financial Plan attached hereto as Exhibit F and described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated revenue and expenses.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as Exhibit C, describing the District's Boundaries.

Market Issued Debt: means Debt which is underwritten by an underwriter or investment banker listed in the Bond Buyer's Municipal Market Place (also known as the Redbook).

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

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy as set forth in Section VI.F below.

Official Development Plan: means an Official Development Plan as approved by the Town pursuant to the Town Code.

Privately Placed Debt: means Debt which is sold or placed directly with an investor, without being underwritten by an underwriter or investment banker.

Project: means the development or property commonly referred to as Skyview Meadows.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, and financed as generally described in Exhibit D, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the District as determined by the Board of the District.

Service Plan: means this service plan for the District approved by Board of Trustees.

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

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Firestone, Colorado.

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

III. BOUNDARIES

The area of the District includes approximately 240 acres. A legal description of the District Boundaries is attached hereto as Exhibit A. A map of the District Boundaries is attached hereto as Exhibit C. A vicinity map is attached hereto as Exhibit B.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Boundaries consists of approximately 240 acres of vacant land. The current assessed valuation of the District Boundaries is zero Dollars for the purposes of this Service Plan and, at full build-out, is expected to be sufficient to reasonably discharge Debt issued by the District under the Financial Plan. The population of the District at full build-out is estimated to be approximately 2,040 people.

The Official Development Plan for the property in the District Boundaries is expected to be approved by the Town in late 2019.

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, if provided herein, related operation and maintenance services, within and without the boundaries of the District 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.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other governmental entity or owners association in a manner consistent with the Official Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall not 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 Exhibit E in the approved Service Plan.

The property within the District lies within the St. Vrain Sanitation District (“St. Vrain”) and will receive sanitary sewer service from this entity. St. Vrain does not plan to finance or construct the sanitary sewer system improvements for the Project. The sanitary sewer system improvements to be provided by the District do not duplicate or interfere with the provision of sanitary sewer service by St. Vrain. The exercise of the sanitary sewer power by the District shall be subject to consent from St. Vrain, pursuant to Section 32-1-107, C.R.S. Construction of sanitary sewer system improvements shall be done in accordance with the applicable standards and specifications of St. Vrain and shall be dedicated to St. Vrain pursuant to an intergovernmental agreement to be entered into between St. Vrain and the District at the first meeting of the District’s Board of Directors (the “St. Vrain IGA”).

2. Use of Bond Proceeds and Other Revenues of the District Limitation. Proceeds from the sale of Debt instruments and other revenues of the District may not be used to pay landowners within the District for any items required by annexation agreements or land use codes. Examples of ineligible reimbursements include: the acquisition of rights of way, easements, and land for prudent drainage, parkland or open space. Additionally, if the landowner/developer constructs the public infrastructure and conveys it to the District contingent upon a pledge from the District that it will issue Debt to pay the landowner/developer, prior to reimbursing the landowner/developer for such amounts, the District must receive the report of an independent engineer or accountant confirming that the amount of the reimbursement is reasonable.

3. Cost Recovery Agreement Limitation. Should the District construct infrastructure subject to a cost recovery agreement with the Town or other entity, the District retains all benefits under the cost recovery agreement. Any subsequent reimbursement for public improvements installed or financed by the District will remain the property of the District and be applied toward repayment of its Debt, if any. Any reimbursement revenue not necessary to repay District Debt may be utilized to construct additional Public Improvements permitted under this Service Plan.

4. Construction Standards Limitation. The District will ensure that the Public Improvements it constructs, or finances, are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. In all instances, the District will comply with applicable Town ordinances, regulations and standards, including, without limitation, and to the extent necessary, execution of public improvement agreements and provision of improvements and dedication of any of the Public Improvements to the Town. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Nothing herein requires the Town to accept the transfer of any Public Improvement.

5. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, the District shall obtain the certification of an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place (also known as the Redbook); and is not an officer of the District, substantially as follows:

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 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.

6. Boundary Change Limitation. The District shall not include within or exclude from its boundaries any property without the prior written consent of the Town.

7. Total Debt Issuance Limitation. The District shall not issue Debt in an aggregate principal amount in excess of Twenty-four Million Dollars (\$24,000,000), provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt.

8. No Rates, Fees, Charges, Assessments or Exaction. Except for a one-time development fee, not to exceed \$5,000, the District shall not impose any rate, fee, charge, assessment or exaction and shall not utilize any rate, fee, charge, assessment or exaction imposed by any public or private entity without written consent of the Town.

9. 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 an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

10. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions 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).

Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material departure from this Service Plan pursuant to Section 32-1-207(2), C.R.S., and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

12. Eminent Domain Powers Limitation. The District shall provide the Town with written notice prior to its exercise of the power of eminent domain.

13. Notice of Meetings. The District shall deliver to the Town Clerk a copy of written notice of every regular or special meeting of the District at least three (3) days prior to such meeting. The District shall post a copy of such notice at Town Hall and the Town Post Office. From the time that 50% of the structures to be built in the District have been sold to third party purchasers, all meetings of the Board of Directors shall be held within Town limits.

14. Subdistricts; 63-20 Corporations. No subdistricts shall be created by the District pursuant to Section 32-1-1101(1.5), C.R.S., without prior approval of the Town. The District shall not create any corporation to issue Bonds on the District’s behalf.

15. Intergovernmental Agreement; Improvement Guaranty. The District shall not levy any taxes or issue any Debt until it enters into an intergovernmental agreement with the Town regarding the enforcement of the provisions of this Service Plan. The intergovernmental agreement shall be in form and substance satisfactory to the Town Administrator and Town Attorney. The creation of the District shall not alter the obligation of the developer of property in the District to provide the Town with improvement guarantees pursuant to an Official Development Plan.

16. 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. While the assumptions upon which this Service Plan are generally based are reflective of an Official Development Plan for the property within the District, the cost estimates and Financing Plan are sufficiently flexible to enable the District to provide necessary services and facilities without the need to amend this

Service Plan as development plans change. Modification of the general types of services and facilities, and changes in proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current Official Development Plans for the property. The assumptions in the Financing Plan are based on estimates for absorption schedules and pricing, and future Debt issuances at the time of Service Plan approval. Actions of the District which violate the limitations set forth in Sections A.1-15 above or in Section VI shall be deemed to be material departures from 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 within and without the boundaries of the District, as more specifically described in Exhibit D, including the information required by Section 32-1-202(2)(c) and (e), C.R.S. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District was prepared based upon a preliminary engineering survey and estimates derived from the Official Development Plan on the property within the District Boundaries and is approximately \$21,717,618 and as more specifically detailed in Exhibit D.

All of the Public Improvements described herein 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 Official Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. All construction cost estimates assume construction to applicable local, State or Federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues (subject to Section V.A.8 hereof). The total Debt that the District shall be permitted to issue shall not exceed the total Debt issuance limitation set forth in Section V.A.7 hereof, and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the District at the time of issuance, as estimated in the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property of the District. Prior to issuing

any Debt, the District shall deliver to the Town an opinion of nationally recognized bond counsel stating that the Debt satisfies the requirements of the Service Plan.

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. The proposed maximum interest rate on any Debt shall not exceed 12%. The maximum underwriting discount shall not exceed 3%. 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.

C. No-Default Provisions.

Debt issued by a District shall be structured so that failure to pay debt service when due shall not of itself constitute an event of default or result in the exercise of remedies. The foregoing shall not be construed to prohibit events of default and remedies for other occurrences including, without limitation: (1) failure to impose or collect the Maximum Debt Mill Levy or such portion thereof as may be pledged thereto, or to apply the same in accordance with the terms of the Debt; (2) failure to abide by other covenants made in connection with such Debt; or (3) filing by a District as a debtor under any bankruptcy or other applicable insolvency laws. Notwithstanding the foregoing, Debt will not be structured with a remedy which requires the District to increase the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term.

D. Eligible Bondholders.

All District Bonds or other Debt instruments, if not rated in one of its four highest rating categories by one or more nationally recognized organizations which regularly rate such obligations, must be issued in minimum denominations of Five Hundred Thousand Dollars (\$500,000). The foregoing shall not prohibit the redemption by the District of such Debt instruments in denominations smaller than \$500,000.

E. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property of the District for the purposes of repaying Debt and shall be determined as follows:

1. The Maximum Debt Mill Levy shall be fifty (50) mills; provided that 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 mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or 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 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.

F. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a debt service mill levy for more than forty (40) years after the year of the issuance of obligations to be supported by such debt service mill levy unless: (1) a majority of the Board of Directors of the District imposing the mill levy are residents of such District; and (2) such Board has voted in favor of issuing Debt with a term which requires or contemplates the imposition of a debt service mill levy for a longer period of time than the limitation contained herein.

G. Debt Repayment Sources.

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 operations and maintenance. The debt mill levy shall only be used for debt service on Market Issued Debt or for Privately Placed Debt. It shall never be used to pay debt service on any other obligation. Specifically, Developer advances for capital outlays must be structured as Privately Placed Debt if there is a reasonable expectation that the advance will not be repaid in its entirety within one (1) year. In no event shall the debt service mill levy exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term.

H. Security for Debt.

No Debt or other financial obligation of any District will constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of any Debt or other financial obligation of any District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by any District. District shall not utilize the Town of Firestone's name in the name of the District.

I. Operating Mill Levy.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The District is authorized to impose an operations mill levy. The first year's operating budget is estimated to be \$100,000, which is anticipated to be derived from property taxes and other revenues as described in Exhibit F.

J. Total Mill Levy.

The District's total mill levy certified in any year shall not exceed sixty (60) mills provided that 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 mill levy limitation may be increased or decreased to reflect such changes, such increases or 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 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.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town no later than August 1 of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include the following information:

(a) A narrative summary of the progress of the District in implementing its Service Plan;

(b) Except when an exemption from audit has been granted for the fiscal year under the Local Government Audit Law, the audited financial statements of the District for the fiscal year including a statement of financial condition (i.e. balance sheet) as of December 31 of the fiscal year and the statement of operations (i.e. revenues and expenditures) for the fiscal year;

(c) Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of public facilities in the fiscal year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the fiscal year;

(d) Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the fiscal year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the fiscal year, the amount of payment or retirement of existing indebtedness of the District in the fiscal year, the total assessed valuation of all taxable properties within the District as of January 1 of the fiscal year, and the current mill levy of the District pledged to debt retirement in the fiscal year;

(e) The District's budget for the calendar year in which the annual report is submitted;

(f) A summary of residential and commercial development which has occurred within the District for the fiscal year;

(g) A summary of all taxes, fees, charges and assessments imposed by the District as of January 1 of the fiscal year;

(h) The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.

VIII. DISSOLUTION

The District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes upon the occurrence of one of the following: (1) if the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within five years from the approval of this Service Plan; (2) if the District has not issued any Debt within ten years from the approval of this Service Plan; (3) upon an independent determination of the Board of Trustees that the purposes for which the District were created have been accomplished; or (4) when no Debt is then outstanding. If the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within five year from the approval of this Service Plan, the District may request a modification of this Service Plan to provide for a six-month extension of the one-year dissolution clause. The Board of Trustees may approval up to two six-month extensions for a maximum of one year. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding Debt as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers or lessees of property in the District regarding the Maximum Debt Mill Levy as well as a description of the District's authority to impose and collect rates, fees, penalties or charges. The form of notice shall be substantially in the form of Exhibit H hereto; provided that such form may be modified by the District so long as a new form is submitted to the Town prior to modification. All promotional, marketing, and sales information shall display notice, equal in size and font to all other pertinent information, as to debt, taxes, rates, fees and charges, and this information shall further be recorded in the real estate records of the County with the order of the court creating the District.

X. COMPLIANCE WITH LAWS

The approval of the Service Plan shall not limit the Town in implementing any growth limitations imposed by the Board of Trustees or the voters. The District shall be subject to all of the Town's zoning, subdivision, building code or land use requirements.

XI. 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 is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A

Legal Description

Lot A,
AMENDED TEETS MINOR PLAT,
Town of Firestone,
County of Weld,
State of Colorado

EXHIBIT B

District Vicinity Map

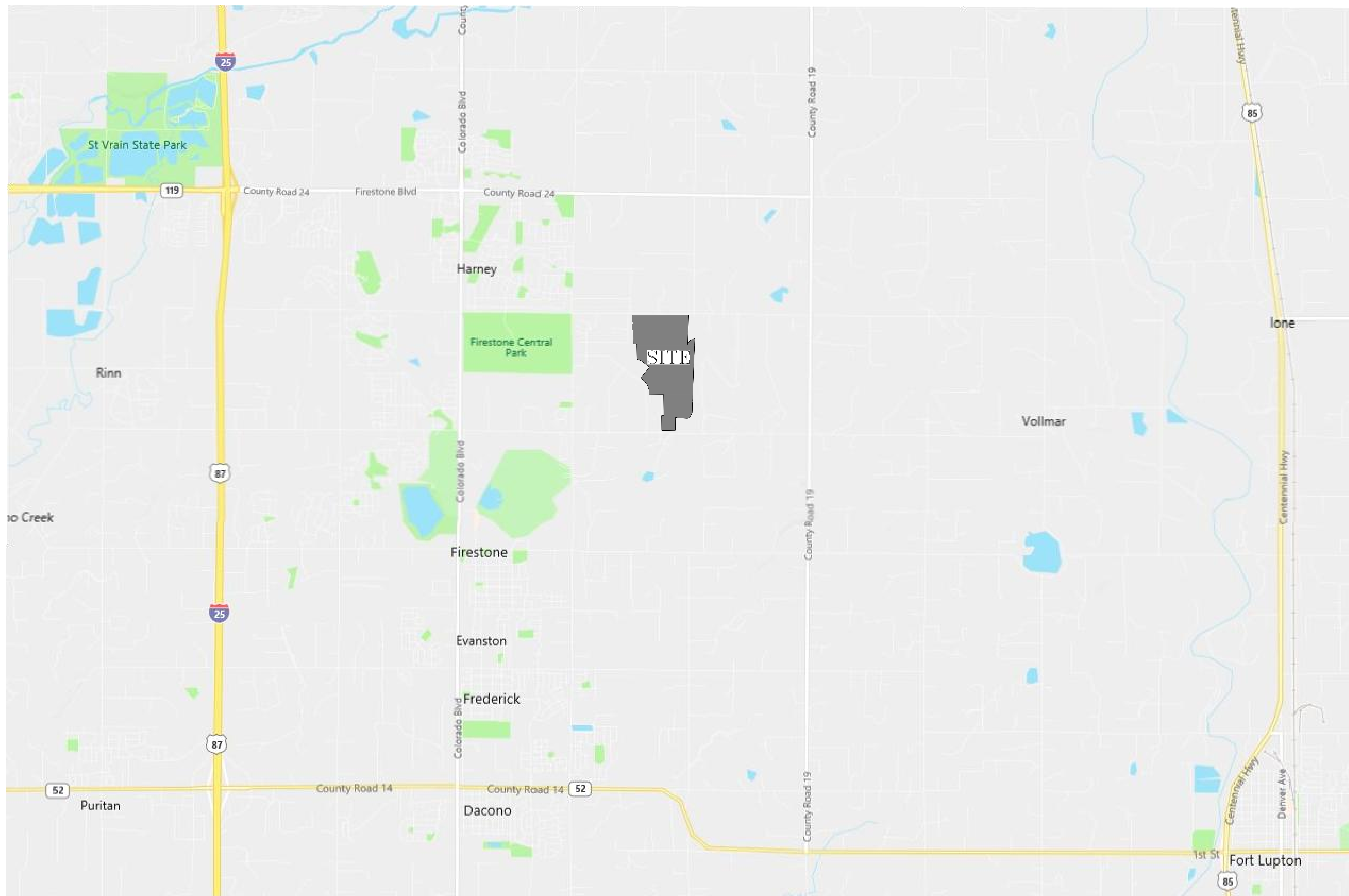


EXHIBIT C

District Boundary Map

SHEET 2 OF 3



EXHIBIT D

Description of Public Improvements

Capital Cost Estimate

Skyview Meadows Metropolitan District

5/31/2019

Town of Firestone, CO

	<u>Quantity</u>	<u>Units</u>	<u>Price</u>	
Onsite Public Improvements				
<u>Roadway Improvements</u>				
Aggregate Base Course	39293 Tons	@	\$18 =	\$707,274
Asphalt Pavement	39292 Tons	@	\$65 =	\$2,553,980
Curb & Gutter (Ramp)	75000 LF	@	\$21 =	\$1,575,000
Curb & Gutter (6" vertical)	10600 LF	@	\$16 =	\$169,600
Concrete Sidewalk, 4"	38000 SY	@	\$38 =	\$1,444,000
Pedestrian Ramp	1500 SY	@	\$108 =	\$162,000
Cross Pan	3500 SY	@	\$53 =	\$185,500
			Subtotal	= \$6,797,354
<u>Storm Drain Improvements</u>				
18" RCP	300 LF	@	\$69 =	\$20,700
24" RCP	150 LF	@	\$84 =	\$12,600
30" RCP	100 LF	@	\$94 =	\$9,400
36" RCP	100 LF	@	\$124 =	\$12,400
42" RCP	1000 LF	@	\$134 =	\$134,000
48" RCP	2000 LF	@	\$178 =	\$356,000
Curb Inlet (Type R, L=5')	6 EA	@	\$3,791	\$22,746
Curb Inlet (Type R, L=10')	12 EA	@	\$5,044	\$60,528
Storm Sewer Manhole	18 EA	@	\$6,000	\$108,000
Detention Ponds	2 EA	@	\$20,000	\$40,000
Pond Outlet Structure	2 EA	@	\$15,000	\$30,000
			Subtotal	= \$806,374
<u>Sanitary Sewer Improvements</u>				
Sewer Main Pipe (8" PVC)	25000 LF	@	\$94 =	\$2,350,000
Sanitary Sewer Manhole	90 EA	@	\$4,575 =	\$411,750
Sanitary Sewer Service Line	560 EA	@	\$1,516 =	\$848,960
			Subtotal	= \$3,610,710
<u>Water System Improvements</u>				
Water Main Pipe (8" PVC)	28000 LF	@	\$94 =	\$2,632,000
Gate Valves (8")	150 EA	@	\$1,852 =	\$277,800
Fire Hydrant Assembly w/ valves	50 EA	@	\$6,430 =	\$321,500

Water Service Line	560 EA	@	\$1,253 =	\$701,680
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Subtotal				\$3,932,980
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Landscaping

Collector Road	48,600 SF	@	\$3.00	145,800
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Park Areas	410000 SF	@	\$3.00	1,260,000
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SWMF	1050000 SF	@	\$1.50	1,575,000
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Subtotal				\$2,980,800
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Total Onsite	=			\$18,128,218
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Offsite Public Improvements

Sanitary Sewer Improvements

Sewer Main Pipe (8" PVC)	14000 LF	@	\$94 =	\$1,316,000
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Sanitary Sewer Manhole	30 EA	@	\$4,575 =	\$137,250
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Subtotal				\$1,453,250
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Water System Improvements

Water Main Pipe (8" PVC)	7000 LF	@	\$94 =	\$658,000
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Gate Valves (8")	50 EA	@	\$1,852 =	\$92,600
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Fire Hydrant Assembly w/ valves	10 EA	@	\$6,430 =	\$64,300
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Subtotal				\$814,900
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Offsite Roadways

10" Full Depth Asphalt (CR 22)	12500 SY			\$406,250
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Striping				\$15,000
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Subtotal				\$421,250
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Total				\$2,689,400
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Engineering				\$900,000
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Project Total				\$21,717,618
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EXHIBIT E

Matrix of Ownership and Maintenance Public Infrastructure

Skyview Meadows Metropolitan District

Description	Constructed By	Ownership	Maintenance
Neighborhood Park	Metro District	Town of Firestone	Town of Firestone
Pocket Parks	Metro District	HOA	HOA
Storm	Metro District	Town of Firestone	Town of Firestone
Sanitary	Metro District	Town of Firestone	Town of Firestone
Water	Metro District	Town of Firestone	Town of Firestone
Roads	Metro District	Town of Firestone	Town of Firestone

EXHIBIT F

Financing Plan

Skyview Meadows Metropolitan District

Limited Tax General Obligation Bonds

Bonding Capacity

		DISTRICT REVENUE SUMMARY						\$8,300,000 SERIES 2019 BONDS							\$15,610,000 SERIES 2023 BONDS							
Year	Assessed	Mill	Property Tax	SO Tax ¹	Collection	Net Property				CAPI	DSRF Interest	Net		Surplus/				CAPI	DSRF Interest	Net	Total	Surplus/
Completed	Collection	Value	Levy	Revenue	Fees ²	Tax Revenues	Principal	Coupon	Interest	Fund	Earnings ³	Debt Service	Coverage	(Deficit)	Principal	Coupon	Interest	Fund	Earnings ³	Debt Service	Coverage	(Deficit)
2019	2020	-	50.00	-	-	-	-		380,417	(380,417)	(3,905)	(3,905)		3,905								
2019	2021	1,630,368	50.00	81,518	4,076	(1,712)	83,882	-	456,500	(456,500)	(3,905)	(3,905)		87,788								
2020	2022	3,260,736	50.00	163,037	8,152	(3,424)	167,765	-	456,500	(456,500)	(3,905)	(3,905)		171,670								-
2021	2023	6,554,079	50.00	327,704	16,385	(6,882)	337,207	-	456,500		(3,905)	452,595	0.75	(115,387)								-
2022	2024	10,142,519	50.00	507,126	25,356	(10,650)	521,833	-	456,500		(3,905)	452,595	1.15	69,238	-		780,500	(780,500)	(6,838)	(6,838)	-76.32	528,670
2023	2025	13,502,059	50.00	675,103	33,755	(14,177)	694,681	-	456,500		(3,905)	452,595	1.53	242,086	-		780,500		(6,838)	773,662	0.90	(78,981)
2024	2026	17,435,276	50.00	871,764	43,588	(18,307)	897,045	-	456,500		(3,905)	452,595	1.98	444,450	-		780,500		(6,838)	773,662	1.16	123,383
2025	2027	20,862,343	50.00	1,043,117	52,156	(21,905)	1,073,368	75,000	5.500%	456,500	(3,905)	527,595	2.03	545,773	75,000	5.000%	780,500		(6,838)	848,662	1.26	224,705
2026	2028	21,696,836	50.00	1,084,842	54,242	(22,782)	1,116,302	105,000	5.500%	452,375	(3,905)	553,470	2.02	562,832	115,000	5.000%	776,750		(6,838)	884,912	1.26	231,390
2027	2029	21,696,836	50.00	1,084,842	54,242	(22,782)	1,116,302	110,000	5.500%	446,600	(3,905)	552,695	2.02	563,607	120,000	5.000%	771,000		(6,838)	884,162	1.26	232,140
2028	2030	22,564,710	50.00	1,128,235	56,412	(23,693)	1,160,954	135,000	5.500%	440,550	(3,905)	571,645	2.03	589,310	160,000	5.000%	765,000		(6,838)	918,162	1.26	242,792
2029	2031	22,564,710	50.00	1,128,235	56,412	(23,693)	1,160,954	145,000	5.500%	433,125	(3,905)	574,220	2.02	586,735	170,000	5.000%	757,000		(6,838)	920,162	1.26	240,792
2030	2032	23,467,298	50.00	1,173,365	58,668	(24,641)	1,207,392	175,000	5.500%	425,150	(3,905)	596,245	2.02	611,148	215,000	5.000%	748,500		(6,838)	956,662	1.26	250,730
2031	2033	23,467,298	50.00	1,173,365	58,668	(24,641)	1,207,392	185,000	5.500%	415,525	(3,905)	596,620	2.02	610,773	225,000	5.000%	737,750		(6,838)	955,912	1.26	251,480
2032	2034	24,405,990	50.00	1,220,299	61,015	(25,626)	1,255,688	220,000	5.500%	405,350	(3,905)	621,445	2.02	634,243	275,000	5.000%	726,500		(6,838)	994,662	1.26	261,026
2033	2035	24,405,990	50.00	1,220,299	61,015	(25,626)	1,255,688	230,000	5.500%	393,250	(3,905)	619,345	2.03	636,343	290,000	5.000%	712,750		(6,838)	995,912	1.26	259,776
2034	2036	25,382,230	50.00	1,269,111	63,456	(26,651)	1,305,916	270,000	5.500%	380,600	(3,905)	646,695	2.02	659,221	345,000	5.000%	698,250		(6,838)	1,036,412	1.26	269,503
2035	2037	25,382,230	50.00	1,269,111	63,456	(26,651)	1,305,916	285,000	5.500%	365,750	(3,905)	646,845	2.02	659,071	360,000	5.000%	681,000		(6,838)	1,034,162	1.26	271,753
2036	2038	26,397,519	50.00	1,319,876	65,994	(27,717)	1,358,152	325,000	5.500%	350,075	(3,905)	671,170	2.02	686,983	420,000	5.000%	663,000		(6,838)	1,076,162	1.26	281,990
2037	2039	26,397,519	50.00	1,319,876	65,994	(27,717)	1,358,152	345,000	5.500%	332,200	(3,905)	673,295	2.02	684,858	440,000	5.000%	642,000		(6,838)	1,075,162	1.26	282,990
2038	2040	27,453,419	50.00	1,372,671	68,634	(28,826)	1,412,478	390,000	5.500%	313,225	(3,905)	699,320	2.02	713,159	505,000	5.000%	620,000		(6,838)	1,118,162	1.26	294,316
2039	2041	27,453,419	50.00	1,372,671	68,634	(28,826)	1,412,478	410,000	5.500%	291,775	(3,905)	697,870	2.02	714,609	530,000	5.000%	594,750		(6,838)	1,117,912	1.26	294,566
2040	2042	28,551,556	50.00	1,427,578	71,379	(29,979)	1,468,978	460,000	5.500%	269,225	(3,905)	725,320	2.03	743,658	605,000	5.000%	568,250		(6,838)	1,166,412	1.26	302,565
2041	2043	28,551,556	50.00	1,427,578	71,379	(29,979)	1,468,978	490,000	5.500%	243,925	(3,905)	730,020	2.01	738,958	635,000	5.000%	538,000		(6,838)	1,166,162	1.26	302,815
2042	2044	29,693,619	50.00	1,484,681	74,234	(31,178)	1,527,737	545,000	5.500%	216,975	(3,905)	758,070	2.02	769,667	715,000	5.000%	506,250		(6,838)	1,214,412	1.26	313,324
2043	2045	29,693,619	50.00	1,484,681	74,234	(31,178)	1,527,737	575,000	5.500%	187,000	(3,905)	758,095	2.02	769,642	750,000	5.000%	470,500		(6,838)	1,213,662	1.26	314,074
2044	2046	30,881,363	50.00	1,544,068	77,203	(32,425)	1,588,846	635,000	5.500%	155,375	(3,905)	786,470	2.02	802,376	835,000	5.000%	433,000		(6,838)	1,261,162	1.26	327,684
2045	2047	30,881,363	50.00	1,544,068	77,203	(32,425)	1,588,846	670,000	5.500%	120,450	(3,905)	786,545	2.02	802,301	875,000	5.000%	391,250		(6,838)	1,259,412	1.26	329,434
2046	2048	32,116,618	50.00	1,605,831	80,292	(33,722)	1,652,400	740,000	5.500%	83,600	(3,905)	819,695	2.02	832,705	970,000	5.000%	347,500		(6,838)	1,310,662	1.26	341,738
2047	2049	32,116,618	50.00	1,605,831	80,292	(33,722)	1,652,400	780,000	5.500%	42,900	(3,905)	818,995	2.02	833,405	1,020,000	5.000%	299,000		(6,838)	1,312,162	1.26	340,238
2048	2050	33,401,283	50.00	1,670,064	83,503	(35,071)	1,718,496								1,125,000	5.000%	248,000		(6,838)	1,366,162	1.26	352,334
2049	2051	33,401,283	50.00	1,670,064	83,503	(35,071)	1,718,496								1,180,000	5.000%	191,750		(6,838)	1,364,912	1.26	353,584
2050	2052	34,737,334	50.00	1,736,867	86,843	(36,474)	1,787,236								1,295,000	5.000%	132,750		(6,838)	1,420,912	1.26	366,323
2051	2053	34,737,334	50.00	1,736,867	86,843	(36,474)	1,787,236								1,360,000	5.000%	68,000		(6,838)	1,421,162	1.26	366,073

Total:							8,300,000		10,340,917	-1,293,417	-117,157	17,230,343			15,610,000		17,210,500		-205,128	31,834,872		
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Notes:

- (1) Estimated SO Tax :5.00%
- (2) Estimated Collection Fees:2.00%
- (3)Estimate Int Earnings:0.50%

Series 2019:		Series 2023:		TOTAL	
Par Amount	8,300,000	Par Amount	15,610,000	Par Amount	23,910,000
Net Proceeds	5,959,539	New Project Funds	5,320,996	Total Net Proceeds	11,280,535
DSRF-Requirement	781,044	Refunding Deposit	8,694,250		
Callable at 102% on 12/1/2023		DSRF-Requirement	1,367,521		

Notes: Preliminary and subject to change; interest rate assumptions are based on current market conditions and similar credits; issuer's actual results may differ, and Stifel makes no commitment to underwrite at these levels; and costs of issuance and underwriter's discount are estimates for discussion purposes.

Skyview Meadows Metropolitan District

Limited Tax General Obligation Bonds

Assessed Valuation

Year		Anticipated Average	No of units	Market Value	Anticipated Average	No of units	Market Value	Anticipated Average	No of units	Market Value	Anticipated Average	No of units	Market Value	Market Value	Actual Value	Beginning	Biennial	Ending	Assessed
Completed	Collection	Sales Price	Sold Per Year	Sold	Sales Price	Sold Per Year	Sold	Sales Price	Sold Per Year	Sold	Sales Price	Sold Per Year	Sold	of New Const.	of New Const ⁽³⁾	Actual Value	Reassment ⁽²⁾	Market Value	Value ⁽⁴⁾
2019	2020																		
2020	2021																		
2020	2022	412,000	36	14,832,000	473,000	18	8,514,000	593,000	27	16,011,000	659,000	9	5,931,000	45,288,000	45,288,000	-	-	45,288,000	3,260,736
2021	2023	416,120	36	14,980,320	477,730	18	8,599,140	598,930	27	16,171,110	665,590	9	5,990,310	45,740,880	45,740,880	45,288,000	-	91,028,880	6,554,079
2022	2024	420,281	36	15,130,123	482,507	18	8,685,131	604,919	27	16,332,821	672,246	9	6,050,213	46,198,289	46,198,289	91,028,880	3,641,155	140,868,324	10,142,519
2023	2025	424,484	36	15,281,424	487,332	18	8,771,983	610,968	27	16,496,149	678,968	9	6,110,715	46,660,272	46,660,272	140,868,324	-	187,528,596	13,502,059
2024	2026	428,729	36	15,434,239	492,206	18	8,859,703	617,078	27	16,661,111	685,758	9	6,171,822	47,126,874	47,126,874	187,528,596	7,501,144	242,156,614	17,435,276
2025	2027	433,016	36	15,588,581	497,128	18	8,948,300	623,249	27	16,827,722	692,616	9	6,233,541	47,598,143	47,598,143	242,156,614	-	289,754,757	20,862,343
2026	2028													-	-	289,754,757	11,590,190	301,344,947	21,696,836
2027	2029													-	-	301,344,947	-	301,344,947	21,696,836
2028	2030													-	-	301,344,947	12,053,798	313,398,745	22,564,710
2029	2031													-	-	313,398,745	-	313,398,745	22,564,710
2030	2032													-	-	313,398,745	12,535,950	325,934,695	23,467,298
2031	2033													-	-	325,934,695	-	325,934,695	23,467,298
2032	2034													-	-	325,934,695	13,037,388	338,972,083	24,405,990
2033	2035													-	-	338,972,083	-	338,972,083	24,405,990
2034	2036													-	-	338,972,083	13,558,883	352,530,966	25,382,230
2035	2037													-	-	352,530,966	-	352,530,966	25,382,230
2036	2038													-	-	352,530,966	14,101,239	366,632,205	26,397,519
2037	2039													-	-	366,632,205	-	366,632,205	26,397,519
2038	2040													-	-	366,632,205	14,665,288	381,297,493	27,453,419
2039	2041													-	-	381,297,493	-	381,297,493	27,453,419
2040	2042													-	-	381,297,493	15,251,900	396,549,393	28,551,556
2041	2043													-	-	396,549,393	-	396,549,393	28,551,556
2042	2044													-	-	396,549,393	15,861,976	412,411,368	29,693,619
2043	2045													-	-	412,411,368	-	412,411,368	29,693,619
2044	2046													-	-	412,411,368	16,496,455	428,907,823	30,881,363
2045	2047													-	-	428,907,823	-	428,907,823	30,881,363
2046	2048													-	-	428,907,823	17,156,313	446,064,136	32,116,618
2047	2049													-	-	446,064,136	-	446,064,136	32,116,618
2048	2050													-	-	446,064,136	17,842,565	463,906,702	33,401,283
2049	2051													-	-	463,906,702	-	463,906,702	33,401,283
2050	2052													-	-	463,906,702	18,556,268	482,462,970	34,737,334
2051	2053													-	-	482,462,970	-	482,462,970	34,737,334

Total:

Notes:

- (1) Home Price Inflation1%
- (2) Biennial Reassessment4%
- (3) Actual Value of Sale Price100%
- (4) Residential Reassessment Ratio7.20%

	Year Sold	Anticipated Average Sales Price	No of units sold per year
Model type 1	6	412,000	36
Model type 2	6	473,000	18
Model type 3	6	593,000	27
Model Type 4	6	659,000	9

Home sales are anticipated to commence in 2020 and full build out is expected by the end of 2026

Estimates based off the assumption that 40% of our sales will be our lowest price point product (Model 1)

We are capping ranch sales at 1/5, or 20% of total lots due to lower margin point (Model 2)

30% of sales is assumed to be Model 3

10% of sales will be model 4

General Information Exclusion Disclosure

Stifel, Nicolaus & Company, Incorporated ("Stifel") has prepared the attached materials. Such material consists of factual or general information (as defined in the SEC's Municipal Advisor Rule). Stifel is not hereby providing a municipal entity or obligated person with any advice or making any recommendation as to action concerning the structure, timing or terms of any issuance of municipal securities or municipal financial products. To the extent that Stifel provides any alternatives, options, calculations or examples in the attached information, such information is not intended to express any view that the municipal entity or obligated person could achieve particular results in any municipal securities transaction, and those alternatives, options, calculations or examples do not constitute a recommendation that any municipal issuer or obligated person should effect any municipal securities transaction. Stifel is acting in its own interests, is not acting as your municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the municipal entity or obligated party with respect to the information and materials contained in this communication.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

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EXHIBIT G

Form of Disclosure

Special Taxing District. The property is located within the boundaries of the Skyview Meadows Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue bonds that are paid by revenues produced from annual tax levies on the taxable property within the District. The buyer should investigate the financing plans of the District, proposed or existing mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

EXHIBIT H

Board of Trustees' Certified Resolution of Approval of Service Plan

EXHIBIT I

Organizational Election Draft Ballot

No. 0__

**OFFICIAL BALLOT FOR SKYVIEW MEADOWS METROPOLITAN DISTRICT
NOVEMBER 5, 2019**

Designated Election Official

WARNING

Any person who, by use of force or other means, unduly influences an eligible elector to vote in any particular manner or to refrain from voting, or who falsely makes, alters, forges, or counterfeits any mail ballot before or after it has been cast, or who destroys, defaces, mutilates, or tampers with a ballot is subject, upon conviction, to imprisonment, or to a fine, or both. §1-13.5-1105(4)(b), C.R.S.

Refer to the ballot instructions for complete information on voting. Review your ballot. To vote, place crossmark (X) at the right of the name of each candidate of your choice and in the appropriate box directly following each ballot question and ballot issue.

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT QUESTION A

Shall Skyview Meadows Metropolitan District, County of Weld, State of Colorado, be organized?

YES

☐

NO

☐

Vote for not more than Three (3) Directors to serve until the second regular election in May, 2022:

Daniel A. Martin

☐

Dan Martin

☐

Jodi Martin

☐

Vote for not more than Two (2) Directors to serve until the next regular election in May, 2020:

Michael Wollner

☐

Brian Hassel

☐

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE B
(OPERATIONS AND MAINTENANCE MILL LEVY)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$350,000 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) OR SUCH OTHER ANNUAL AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, OPERATIONS, MAINTENANCE, CAPITAL IMPROVEMENT AND OTHER EXPENSES WITHOUT LIMITATION, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE C
(WATER)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A TOTAL REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, POTABLE AND NONPOTABLE WATER DISTRIBUTION SYSTEMS, INCLUDING WITHOUT LIMITATION WATER RIGHTS, WATER COLLECTION, STORAGE, TREATMENT AND DISTRIBUTION, IRRIGATION AND RELATED FACILITIES AND SYSTEMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, LAND AND EASEMENTS, AND ALL EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER

LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE D:
(SANITATION/DRAINAGE)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A TOTAL REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SANITATION SYSTEM WHICH MAY CONSIST OF STORM SEWERS, FLOOD AND SURFACE DRAINAGE, WASTEWATER COLLECTION, TREATMENT AND DISPOSAL WORKS AND FACILITIES, AND ALL NECESSARY OR PROPER EQUIPMENT AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO, COLLECTION MAINS AND LATERALS, TRANSMISSION LINES, CANALS, DETENTION/RETENTION PONDS, BOX CULVERTS AND ASSOCIATED DRAINAGE FACILITIES, EQUIPMENT, LAND AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE E
(STREETS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR

ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM OF STREETS, ROADWAYS AND PARKING FACILITIES INCLUDING WITHOUT LIMITATION GRADING, ROADWAY IMPROVEMENTS, PAVING, CURBS, GUTTER, DRAINAGE SYSTEMS, UTILITY CONDUITS, LIGHTING, SIGNALIZATION, MONUMENTATION, LANDSCAPING, IRRIGATION, AND RELATED HARDSCAPE, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, LAND AND EASEMENTS, AND ALL EXTENSION AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE F
(SAFETY PROTECTION)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, INCLUDING BUT NOT LIMITED TO SIGNAGE, TRAFFIC CONTROL MEASURES, TRAFFIC SIGNALS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE

LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE G
(PARKS AND RECREATION)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATIONAL FACILITIES, IMPROVEMENTS AND PROGRAMS, INCLUDING BUT NOT LIMITED TO PARKS, BIKE PATHS AND PEDESTRIAN WAYS, FENCING, BRIDGES, TRAILS, FIELDS, COURTS, PLAYGROUNDS, OPEN SPACE, COMMON AREAS, COMMUNITY CENTERS, OUTDOOR LIGHTING, EVENT FACILITIES, ART AND CULTURAL ACTIVITIES, IRRIGATION FACILITIES, WATER BODIES, PUBLIC FOUNTAINS AND SCULPTURES, LANDSCAPING, HARDSCAPE, SIGNAGE, ENTRY AND ARCHITECTURAL FEATURES, WEED CONTROL, WETLANDS MITIGATION AND MONITORING, AND OTHER ACTIVE AND PASSIVE RECREATIONAL FACILITIES, IMPROVEMENTS AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER

LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUES H
(OPERATIONS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY ISSUED OR INCURRED TO PAY THE COSTS OF OPERATING, MAINTAINING, OR OTHERWISE PROVIDING SYSTEMS, OPERATIONS, AND ADMINISTRATION TO CARRY OUT THE OBJECTS AND PURPOSES FOR WHICH THE DISTRICT WAS ORGANIZED, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT PROPERTIES, FACILITIES, EQUIPMENT, PERSONNEL, CONTRACTORS, CONSULTANTS, AND COSTS AND ALL LAND, EASEMENTS, AND APPURTENANCES NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, AND BE ISSUED AND SOLD AT ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE I
(REFUNDING DEBT)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS, OR OTHER OBLIGATIONS, INCLUDING CONTRACTS AND OBLIGATIONS SECURED BY DEEDS OF TRUST, LIENS, AND OTHER ENCUMBRANCES ON DISTRICT REAL AND PERSONAL PROPERTY, ISSUED OR INCURRED FOR THE PURPOSE OF REFUNDING, PAYING, OR DEFEASING, IN WHOLE OR IN PART, BONDS, NOTES, OR OTHER FINANCIAL OBLIGATIONS OF THE DISTRICT; SUCH DEBT TO BEAR INTEREST AT A RATE TO BE DETERMINED BY THE DISTRICT BOARD, WHICH INTEREST RATE MAY BE HIGHER THAN THE INTEREST RATE BORNE BY THE OBLIGATIONS BEING REFUNDED BUT IN NO EVENT SHALL THE NET EFFECTIVE INTEREST RATE EXCEED 12%

PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED; SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING WITHOUT LIMITATION FROM A MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT TO BE LEVIED IN ANY YEAR AT A RATE NOT IN EXCESS OF THE MILL LEVY RATE LIMITATION, IF ANY, CONTAINED IN THE DISTRICT'S SERVICE PLAN, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, RETENTION, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE J

(INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OR POLITICAL SUBDIVISIONS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT DEBT BE INCREASED \$24,000,000, WITH A REPAYMENT COST OF \$139,200,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT TAXES BE INCREASED \$26,880,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT AND MULTIPLE-FISCAL YEAR OBLIGATIONS; SUCH DEBT AND OBLIGATIONS TO CONSIST OF ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, PROGRAMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, OR FOR THE PURPOSE OF PROVIDING FOR THE OPERATIONS AND MAINTENANCE OF THE DISTRICT AND ITS FACILITIES AND PROPERTIES; SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING FROM THE DISTRICT'S OPERATING MILL LEVY IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSES SPECIFIED ABOVE; AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT QUESTION K

(REIMBURSEMENT AGREEMENTS)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT BE AUTHORIZED TO ENTER INTO AGREEMENTS WITH ANY DEVELOPER OR OWNER OF PROPERTY IN THE DISTRICT FOR THE PURPOSE OF FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, WHICH AGREEMENTS MAY CONSTITUTE DEBT OR INDEBTEDNESS AND MULTIPLE-FISCAL YEAR OBLIGATIONS OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO AGREE TO PAY SPECIFIED REVENUES OF THE DISTRICT TO THE DEVELOPERS, TO MAKE COVENANTS REGARDING THE

REVENUES OF THE DISTRICT, AND TO MAKE COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT ISSUE L

(TABOR REVENUE EXEMPTION)

SHALL SKYVIEW MEADOWS METROPOLITAN DISTRICT BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ANY AND ALL AMOUNTS ANNUALLY FROM ANY REVENUE SOURCES WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY REVENUES FROM AD VALOREM PROPERTY TAXES, TAXES, SPECIFIC OWNERSHIP TAXES, FEES, RATES, TOLLS, PENALTIES, OR CHARGES, STATE, FEDERAL AND PRIVATE GRANTS AND GIFTS, OR ANY OTHER SOURCE); AND SHALL SUCH REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2020 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

SKYVIEW MEADOWS METROPOLITAN DISTRICT BALLOT QUESTION M

(WAIVER OF TERM LIMITS)

Shall the limitations on terms of office of elected members of the Board of Directors of Skyview Meadows Metropolitan District be eliminated pursuant to Article XVIII, Section 11(2) of the Colorado Constitution?



NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder or Municipal Clerk shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new Special District. Please provide the information indicated and return this form to the Division of Local Government.

Petitioner Information

Skyview Meadows Metropolitan District

August 15, 2019

Name of Proposed District

Filing Date

Metropolitan

Town of Firestone Board of Trustees

Type of Proposed District

Approving Authority Receiving Plan

Joan M. Fritsche, Esq.

(720) 833-4223; joan@fritschelaw.com

Contact Person Filing Service Plan

Phone/Email

Hearing Information¹

Location of Hearing

Time of Hearing

Date of Hearing

Clerk Signature

Date

¹Pursuant to C.R.S. 32-1-202(1) the board of county commissioners shall provide written notice of the date, time, and location of the hearing on the service plan to the division. Hearing information may be provided when submitting this notice of filing of service plan if known.



NOTICE OF PUBLIC HEARING ON SERVICE PLAN

**IN RE THE ORGANIZATION OF SKYVIEW MEADOWS METROPOLITAN DISTRICT,
TOWN OF FIRESTONE, STATE OF COLORADO**

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the “Service Plan”) for the proposed Skyview Meadows Metropolitan District (the “District”) has been filed with the Firestone Town Clerk, and is available for inspection in the office of the Firestone Town Clerk at 151 Grant Avenue, Firestone, Colorado 80520.

A public hearing on the Service Plan will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on August 28, 2019, at 7:00 p.m., 151 Grant Avenue, Firestone, Colorado, or as soon thereafter as the Board of Trustees may hear such matter.

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan in accordance with § 32-1-204.5, C.R.S.

A general description of the land contained within the boundaries of the proposed District is as follows: Lot A, AMENDED TEETS MINOR PLAT, Town of Firestone, County of Weld, State of Colorado.

Pursuant to § 32-1-203(3.5), C.R.S., any person owning property in the proposed District may request that such property be excluded from the District by submitting such request to the Board of Trustees no later than ten (10) days prior to the public hearing.

**BY ORDER OF THE FIRESTONE
BOARD OF TRUSTEES**

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: August 28, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-74: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ALAN PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

SUMMARY

This 1st Amendment incorporates 8 additional tasks for Alan Plummer Associates, Inc. related to the St. Vrain WTP design. These are tasks that were not originally anticipated, were requested by Firestone, or are recommended by the design team. The tasks include additional bench scale testing, aerial survey of the site, water quality testing, brine disposal evaluation, and a solar energy evaluation for the WTP. These tasks are either required by CDPHE, will provide additional information necessary to complete the design, or have the ability to reduce operational costs at the plant.

HISTORY AND PREVIOUS BOARD ACTION

At the December 12, 2018 Board meeting the Board of Trustees approved a Engineering Service Agreement with FEI Engineers, Inc. regarding the Water Treatment Plant design. Effective January 1 , 2019 the Board consented to FEI Engineers Inc. assignment of the Engineering Service Agreement to Alan Plummer Associates, Inc.

RECOMMENDATION

Staff recommends Board adopt a motion to approve the attached resolution and 1st Amendment to the Engineering Service Agreement for Alan Plummer Associates, Inc. for additional bench scale testing, aerial survey of the site, water quality testing, brine disposal evaluation, and a solar energy evaluation for the Water Treatment Plant.

ALTERNATIVES

The Board may choose not to approve the 1st Amendment to the Engineering Service Agreement, and provide Staff with additional direction.

ATTACHMENTS

1. Resolution 19-74 1st Amend Alan Plummer Assoc Eng Services
2. Firestone WTP O-E Agreement Amendment #1
3. Consent to Assignment Plummer
4. 2019 Consulting Agreement with FEI Engineers-Signed

FINANCIAL CONSIDERATIONS

The First Amendment the Engineering Service Agreement with a total cost of \$110,000.00. Sufficient funds have been budgeted and appropriated in the Town's Water Fund to cover this cost.

RESOLUTION NO. 19-74

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT
TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND ALAN PLUMMER ASSOCIATES, INC.,
REGARDING THE WATER TREATMENT PLANT PROJECT**

WHEREAS, on December 12, 2018, the Board of Trustees of the Town of Firestone ("Firestone") entered into an Engineering Services Agreement ("Agreement") with FEI Engineers, Inc., regarding the Water Treatment Plant Project; and

WHEREAS, effective January 1, 2019, Firestone, as authorized by Sec. 11 of the Agreement, consented to FEI Engineers Inc., assignment of the Agreement to Alan Plummer Associates, Inc.; and

WHEREAS, the parties now deem it necessary to amend the Agreement's Scope of Work to include additional engineering services.

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

Section 1. The First Amendment to the Engineering Services Agreement between the Town of Firestone and Alan Plummer Associates, Inc., regarding the Water Treatment Plant Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to sign the First Amendment.

Section 2. All other terms and conditions of the Agreement remain in full force and effect.

INTRODUCED, READ AND ADOPTED this 28th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AMENDMENT TO OWNER-ENGINEER AGREEMENT
AMENDMENT NO. 1

1. The Effective Date of this Amendment is: June 6, 2019.
1. Background Data:
 - a) Effective Date of Owner-Engineer Agreement: December 12, 2018
 - b) Owner: Town of Firestone
 - c) Engineer: Alan Plummer Associates, Inc.
 - d) Project: Water Treatment Plant
2. Nature of Amendment:
 - a) Additional Services to be performed by Engineer
3. Description of Modifications:
 - a) Task 1- Bench Scale Testing: Bench scale testing of NF and UF bypass of the RO to evaluate corrosion control and DBP formation. Work includes coordination of the bench scale test, performance of the testing by a subcontractor, laboratory analyze, a taste test, and evaluation of results. Task 1 Fees \$22,000.
 - b) Task 2 – Solar Evaluation: Initial evaluation of solar photovoltaic installation at the WTP to offset partial energy consumption. Scope includes United Power to evaluate installation options and Federal, State, and local rebates and a preliminary pay-back evaluation. If the initial concept is accepted by the Town, an additional amendment will be prepared for final design of the solar system. Task 2 Fees \$9,900.
 - c) Task 3- Water Quality Testing for New Source: Additional laboratory analysis of the source water to include all constituents required by CDPHE to permit a new water supply. Includes two sampling events. Task 3 Fees \$13,000.
 - d) Task 4 – Site Survey: Survey of the site using drone aerial imagery, including topography of the site with accuracy to 0.1 feet, locates on existing surface utilities, and incorporation of buried utility locations using historic as-built drawings. Task 4 Fees \$4,200.
 - e) Task 5 –Shores Reservoir Evaluation and Future Bench Scale Testing: Leonard Rice Engineers water sampling, water quality testing, laboratory analysis, and planning level evaluation of Shores Reservoir as a supplemental water supply source. Includes two sampling events, including algae and cyanotoxin analysis. Future bench scale testing will also be performed, if desired. Task 5 Fees \$20,500.
 - f) Task 6 – Brine Reject Disposal: Evaluation, modeling, and projections of brine concentrations and flows. Coordination with Leonard Rice Engineers to evaluate concentrations to stream standards. Attend up to two meetings with St. Vrain Sanitation District. Task 6 Fees \$15,000.
 - g) Task 7 – Bench Scale Tests on St. Vrain Creek source: Bench scale testing of the St. Vrain Creek source, including System Distribution Simulation (SDS) to mimic formation of Disinfection Byproducts (DBPs) and Rapid Small Scale Column Testing (RSSCT) to evaluate use of Granular Activated Carbon (GAC). Tests will include mimic of St. Vrain Creek treated water blended with Central Weld finished water. Task 7 Fees \$7,500.

- h) Task 8 – Project Management: additional time for project management, evaluation of treatment options and alternative sources, opinion of probable costs, value engineering concepts, and coordination with the design team. Task 8 Fees \$20,000.

4. Agreement Summary:

- a) Original agreement amount:\$510,000.00
b) Net change for prior amendments:\$0.00
c) This amendment amount:\$112,100.00
d) Adjusted Agreement amount:\$622,100.00
e) Change in time for services (days or date, as applicable): No Change

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of Firestone

ENGINEER:

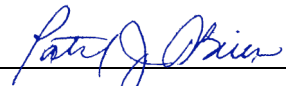
Alan Plummer Associates, Inc.

By: _____

Print name: _____

Title: _____

Date Signed: _____

By: 

Print name: Patrick O'Brien

Title: Principal

Date Signed: 06/07/19

CONSENT TO ASSIGNMENT

This Consent to Assignment is entered into this 1st day of January 2019.

WITNESSETH THAT:

WHEREAS, the undersigned is a party to an Agreement dated December 12th, 2018 (the "Agreement") between the undersigned and FEI Engineers, Inc. (the "Assignor");

WHEREAS, pursuant to an Asset Purchase Agreement to which Alan Plummer Associates, Inc. (the "Assignee") and Assignor are parties, and pursuant to a certain Bill of Sale and Assignment and Assumption Agreement thereunder (the "Assignment Agreement"), all rights, liabilities and obligations of the Assignor to and under the Agreement are proposed to be assigned to Assignee; and

WHEREAS, the Assignor, the Assignee, and the undersigned desire to acknowledge the undersigned's consent to the assignment of the Agreement.

NOW, THEREFORE, the undersigned makes the following covenants and representations upon which the Assignor and the Assignee may rely.

Section 1. The undersigned hereby consents to the execution of the Assignment Agreement.

Section 2. Upon the execution of the Assignment Agreement the undersigned shall look solely to the Assignee for the performance of all obligations under the Agreement, and the Assignor and all affiliates thereof shall be discharged and released from all rights, obligations and liabilities thereunder, it being acknowledged by the undersigned that the execution of the Assignment Agreement shall constitute a complete novation.

Section 3. To the best knowledge of the undersigned, there exists no event of default by the Assignor under the Agreement or event which, with the passing of time or the giving of notice, would constitute an event of default.

IN WITNESS WHEREOF, the undersigned executes this Consent to Assignment as of the first date above written.



Bobbi Sindelar
By: Bobbi Sindelar

Title: Mayor, Town of Fire Stone

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND FEI ENGINEERS, INC.
FOR ENGINEERING SERVICES**

1. PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **FEI Engineers, Inc.**, a Colorado corporation, hereinafter referred to as the "Consultant".

2. RECITALS AND PURPOSE

- 2.1. The Town desires to engage the Consultant for the purpose of providing engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2. The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3. SCOPE OF SERVICES

- 3.1. The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.
- 3.2. In addition to the Services described in Exhibit A, the Town may prepare, with the assistance of FEI, work orders, containing, at a minimum, the following information: (1) the specific tasks and deliverables FEI must perform; (2) FEI's budget; (3) the Town's maximum payment obligation under the subject work order; and (4) the completion date for the subject work order. FEI shall be compensated for work orders on an hourly basis at the hourly rates set forth in Exhibit A, subject to the agreed upon maximum payment obligation. After the work order has been finalized and agreed to by the Town and FEI, the Town may issue a notice to proceed obligating FEI to begin performance of the subject work order. FEI shall not commence work on any work order until it has received the applicable notice to proceed. Notice to proceed may be sent by email.
- 3.3. The Town reserves the right to amend any work order that has been issued under this Agreement by altering, reducing, increasing, or eliminating specific tasks and deliverables. If the Town desires to amend a work order that has been issued, then the Town shall notify FEI of the contemplated change ("Notice of Change Order"). Upon receiving the Notice of Change Order FEI shall provide: (1) an estimate of the increase or decrease, if any, to FEI's budget due to the contemplated change and (2) the estimated change in the completion date of the subject work order, if any. The Town may instruct FEI in the Notice of Change Order to suspend work on any identified task or deliverable affected by a contemplated change, pending the Town's decision to proceed with the change. When instructed, FEI shall suspend work on any identified task or deliverable affected by a contemplated change. If it elects to make the change, the Town shall issue a change order

amending the subject work order and providing FEI with a corresponding Notice to Proceed. FEI shall not commence work on any change order until it has received the applicable notice to proceed.

4. COMPENSATION

- 4.1. The Town shall pay the Consultant for services requested and rendered under this Agreement as set forth in Exhibit "A". The Town's maximum payment obligation under this Agreement, excluding work orders finalized and agreed to by the Town and FEI, shall not exceed the not-to-exceed amount set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2. The Consultant shall submit monthly an invoice to the Town for the per-month amount set forth in Exhibit A for Services rendered in the previous month, and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5. PROJECT REPRESENTATION

- 5.1. The Town designates Julie Pasillas, Director of Community Resources, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Director of Community Development and such person's designees.
- 5.2. The Consultant designates Patrick O'Brien, Principal, as its principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Patrick O'Brien, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6. TERM

The term of this Agreement shall be 1/1/2019 to 12/31/2019, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial

obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, the Town shall immediately notify Consultant of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

7. INSURANCE

- 7.1. The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.
- 7.1.2. Automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
- 7.1.3. Professional liability insurance against errors and omissions with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- 7.1.4. General liability insurance with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- 7.2. The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests' provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3. Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written

notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, or omission, of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall bear all other costs and expenses incurred by the Town or Consultant and related to any such liability including but not limited to court costs, expert witness fees and reasonable attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and its employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant's liability or fault. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town or its elected and appointed officers and its employees.

9. QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10. INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11. ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Town's prior written consent.

12. DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13. TERMINATION

- 13.1. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2. In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14. INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15. DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services ("Consultant Deliverables") are and shall remain the exclusive property of the Town. All Consultant Deliverables shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

The Town shall not make any modification to the Consultant Deliverables without the prior written authorization of the Consultant. Any and all liability arising out of unauthorized changes made to Consultant Deliverables by the Town or persons other than Consultant, its employees, officers, agents or subcontractors, is waived against Consultant.

16. ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

17. COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1. Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for

payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

- 17.2. Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email, addressed to the party for whom it is intended at the following addresses:

If to the Town:

Town of Firestone
Attn: Director of Community Resources
151 Grant Ave.
Firestone, Colorado 80520
Telephone: (303) 833-3291
Email: jpasillas@firestoneco.gov

If to the Consultant:

Patrick O'Brien
FEI Engineers, Inc.
5325 South Valentia Way
Greenwood Village, CO 80111
Telephone: (303) 928-1348
Email: patrick.obrien@feiengineers.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on email receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20. EQUAL OPPORTUNITY EMPLOYER

- 20.1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or

national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 20.2. Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 GOVERNING LAW, DISPUTE RESOLUTION, VENUE & SEVERABILITY

The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder that cannot be resolved through negotiation between the parties, the Town and the Consultant agree that the dispute shall be submitted to nonbinding mediation prior to either party resorting to litigation. Mediation costs shall be borne equally by the parties. Notwithstanding the foregoing, nonbinding mediation shall not be required for determinations of liability or fault pursuant to section 8 of this Agreement. Any dispute not resolved through negotiation or mediation shall be resolved in the District Court of Weld County of the State of Colorado, and in no other court. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant. The Consultant's services under this Agreement are being performed solely for the Town's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of Services hereunder.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

Town:

TOWN OF FIRESTONE

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Consultant:

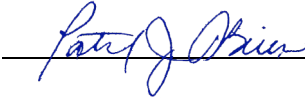
FEI Engineers, Inc.

By: _____

Print Name: _____

Title: _____

Date Signed: _____



Patrick O'Brien

Principal

12/07/18

Attest

Print Name: _____

Title: _____

Attest

Print Name: _____

Title: _____



Heather Harris

Executive Assistant

Exhibit A – Scope of Services

FEI will provide professional services based upon our understanding of the project and its objectives. The proposed scope of services is based upon the attached schedule.

Preliminary Design Phase:

The Preliminary Design Phase will be based upon the recommendations from the Conceptual Design Phase. We will develop the following preliminary design phase components.

- Preliminary Engineering
- Preliminary Drawings
- Outline Technical Specifications
- Preliminary Opinion of Probable Cost

Meetings: we have planned for one progress meeting and one review meeting during the preliminary design phase.

We will email meeting agendas and supporting documents a minimum of two working days before the meeting; and prepare and email meeting notes within one week after the meeting concludes.

Budget: \$35,000

60% Design Phase (CDPHE REVIEW SET)

The 60% (CDPHE REVIEW SET) Design Phase will follow the preliminary design phase. Based upon the comments received from the preliminary design review meeting, we will develop the 60% Design Phase components.

- 60% Engineering
- 60% Drawings
- 60% Technical Specifications
- CDPHE Basis of Design Report
- CMAR collaboration.
- Review of the CMAR GMP; provide recommendation of award.
- Prepare and execute construction phase CMAR documents.

Meetings: we have planned for two progress meetings and one review meetings during the 60% design phase.

We will email meeting agendas and supporting documents a minimum of two working days before the meeting; and prepare and email meeting notes within one week after the meeting concludes.

Budget: \$190,000

Final Design Phase

The Final Phase will run concurrently with the Construction Phase and the continued progression through the CDPHE approval process of the 60% Design Phase and the Select a Construction Manager at Risk (CMAR) Phase.

Based upon the comments received from the 60% design review meeting, we will develop the final design phase components.

- Final Engineering
- Final Drawings
- Final (Abbreviated) Technical Specifications

Meetings: we have planned for one review meeting during the final design phase (the remainder are assigned to the construction phase).

Budget: \$130,000

Construction Phase

The Construction Phase services will include:

- Progress Meetings
- Office Engineering (RFI's, WCD's, FO's, RFCO's)
- Periodic Site Visits and Start Up Assistance
- Submittal Reviews
- CMAR Application for Payment Reviews
- Substantial Completion Inspection and Reporting
- Final Completion Inspection and Reporting

Budget: \$155,000

This Agreement will be billed under FEI Project _____.

Consideration

We will invoice the Town of Firestone on a time and material basis per month for the period of December 26, 2018 through December 25, 2019, not to exceed \$ 510,000. Compensation for periods less than one month shall be prorated based on the number of working days in the month. Consultant's lump sum fee is based on the following hourly rates for its employees:

2019 Rates

*Billing rates effective 1/1/2019
through 12/31/2019*

*Billing rates adjusted
annually*

*Direct expenses will be
invoiced along with monthly
labor costs*

Management & Engineering Personnel

Rate per Hour, \$

Principal Engineer

225-290

Senior Technical Specialist

182

Senior Project Manager

182-240

Discipline Lead

182-270

Project Manager

160-195

Senior Engineer

155-170

Project Engineer II

140-145

Project Engineer I

135-140

Engineer III

125

Engineer II

120

Engineer I

115

Specialty

Senior Resident Project Representative

125

Resident Project Representative

120

Senior Designer

120-140

CAD Designer

110-120

CAD Technician

85-90

Support Personnel

Administrative

85-120

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the engineer's fee. Reimbursable (direct) expenses may include but are not limited to: Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed photos.

Any changes to Consultant's hourly rates will be communicated to the Town, and shall not take effect unless and until such changes are approved by the Firestone Town Board.

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: August 28, 2019

Initiated By:

Dept: Special Projects & Facilities Division Manager

AGENDA TITLE

Resolution 19-81: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A GENERAL CONTRACT FOR GOODS AND/OR SERVICES AGREEMENT WITH FRED DIEHL CONSULTING, LLC TO CONDUCT A BROADBAND FEASIBILITY STUDY.

SUMMARY

At the direction of the Board of Trustees staff has requested the attached agreement from Fred Diehl Consulting, LLC.

This agreement will allow staff to work with Fred Diehl Consulting to gain an understanding of what broadband solutions may be available to the Firestone community.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the approval of the General Contract for Goods and/or Services Agreement, authorizing Town staff to execute the agreement and expend funds.

ALTERNATIVES

ATTACHMENTS

1. Town of Firestone - Fred Diehl Consulting Agreement 8 28 2019 - signed

FINANCIAL CONSIDERATIONS



TOWN OF FIRESTONE

GENERAL CONTRACT FOR GOODS AND/OR SERVICES (SHORT FORM)

THIS AGREEMENT ("Agreement"), is made this 28th day of August, 2019, between the Town of Firestone, a Colorado statutory municipality, hereinafter referred to as "FIRESTONE," and Fred Diehl Consulting, LLC, as independent contractor, hereinafter referred to as "CONTRACTOR," and provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: FIRESTONE retains CONTRACTOR, and CONTRACTOR agrees to provide the goods and to perform and complete the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Schedule A, hereinafter referred to as the "Project." Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by FIRESTONE.

Section 1.2 Contract Time: CONTRACTOR shall commence work upon direction to proceed from FIRESTONE and complete the Project on or before June 30, 2020.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FIRESTONE's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FIRESTONE.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all goods, materials and equipment covered and paid for under this Agreement will pass to FIRESTONE, either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, goods, materials or equipment paid for under this Agreement will have been acquired by

CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

CONTRACTOR warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in the Scope of Services.

ARTICLE II

COMPENSATION FOR SERVICES

Section 2.1 Compensation: In consideration of completion of the Project specified herein by CONTRACTOR, FIRESTONE shall pay CONTRACTOR (check and initial below as applicable):

☐ _____ A fixed sum of \$ _____.

☒ _____ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation exceed \$ 50,000.00.

☐ _____ As described in Schedule A.

Section 2.2 Payment: FIRESTONE will make payment due to CONTRACTOR for compensation for completed work within thirty (30) days after invoices submitted by CONTRACTOR, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. FIRESTONE shall submit invoice disputes, if any, to CONTRACTOR within thirty (30) days for resolution by mutual consent.

Section 2.3 Set Off: In addition to any other rights FIRESTONE has under this Agreement to indemnification or recoupment, CONTRACTOR agrees that FIRESTONE is entitled to set off any amounts it may owe CONTRACTOR under this Agreement against such claims for indemnity or recoupment.

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this Agreement are subject to annual appropriation by the Town of FIRESTONE's Board of Trustees. Any failure of the Town Board of Trustees annually to appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction of a public works project, the FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

ARTICLE III

ADMINISTRATION OF THIS AGREEMENT

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry and warrants that all materials incorporated in the Project be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by FIRESTONE.

Section 3.2 Ownership and Use of Documents: (check and initial all that apply)

☒ _____ (a) The following Sections 3.2(a)(1) and (2) are applicable to design professionals (architects, engineers, etc.):

(1) The documents prepared by CONTRACTOR in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) Notwithstanding the provisions of Section 3.2(a)(1) above, FIRESTONE may utilize any such documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement.

☐ _____ (b) The following Sections 3.2(b)(1) through (3) are applicable to nonprofessionals (contractors, suppliers, etc.):

(1) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FIRESTONE (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FIRESTONE and the design professional and specific written verification or adaption by the design professional.

(3) Notwithstanding the provisions of Sections 3.2(b)(1) and (2) above, FIRESTONE may utilize any documents generated in connection with the Project by a design professional or CONTRACTOR for other projects, provided that such design professional and CONTRACTOR are not held liable for future project applications other than the Project described pursuant to this Agreement. FIRESTONE shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 3.3 Insurance: CONTRACTOR shall, at its own expense, keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement, insurance as stated below:

(a) Commercial General Liability Insurance with minimum combined single limits of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) for each occurrence and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall endorse FIRESTONE and its employees and agents as additional insureds. Additionally, the policy shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds.

(b) If professional services are provided, Professional Liability Insurance with limits of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) per claim and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(c) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONTRACTOR's employees engaged in the performance of work under this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(d) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONTRACTOR under this Agreement in an amount not less than Five

Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(e) All of the insurance policies required above shall be written and issued by responsible companies authorized to do business under the laws of the State of Colorado. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONTRACTOR. A copy of each such policy or certificate shall be provided to FIRESTONE within five (5) business days of the complete execution of this Agreement and shall be attached to this Agreement. CONTRACTOR shall be responsible for notifying FIRESTONE within five (5) business days of any material modification to, or cancellation of, these policies during the term of this Agreement, including but not limited to, any pending or paid claims against the aggregate amount of the policy, and of any cancellation of coverage for non-payment.

Section 3.4 Colorado Governmental Immunity Act. The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided it by the CGIA, C.R.S § 24-10-101 et seq., as from time to time amended, or otherwise available to FIRESTONE, its officers or its employees.

Section 3.5 Indemnification: CONTRACTOR shall defend, indemnify and hold harmless FIRESTONE and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable.

Section 3.6 Subcontractor: CONTRACTOR shall, as soon as practicable after executing this Agreement, notify FIRESTONE in writing for FIRESTONE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. FIRESTONE may, in its reasonable discretion, reject any proposed subcontractor, in which case CONTRACTOR shall either perform such component or the work itself, or secure a subcontractor acceptable to FIRESTONE.

Section 3.7 Termination for Convenience:

This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to the CONTRACTOR. In the event of termination, FIRESTONE will pay CONTRACTOR for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONTRACTOR for the pro rata value of the completed portion of the Project. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

Section 3.8 Binding Effect/Non-Assignability: FIRESTONE and CONTRACTOR each binds itself, its successors and assigns to the other party to this Agreement with respect to all rights

and obligations under this Agreement. Neither FIRESTONE nor CONTRACTOR shall assign or transfer its interest in, or obligations under, this Agreement without the written consent of the other.

Section 3.9 Compliance with Law: Contractor agrees to perform the work in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations, including without limitation, the preference for Colorado labor as set forth in Article 17 of Title 8 C.R.S.

Section 3.10 Immigration Status Obligations:

a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

b) CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

1) Notify the subcontractor and FIRESTONE within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish

that the subcontractor has not knowingly employed or contracted with an illegal alien.

f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If CONTRACTOR violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by FIRESTONE.

Section 3.10 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

FIRESTONE:

Town of Firestone
151 Grant Avenue.
Firestone, CO 80520
Attn: _____
Telephone: _____
Facsimile: _____
E-mail: _____

CONTRACTOR:

Fred Diehl Consulting, LLC
2225 Jewel Street
Longmont, CO 80501
Attn: Fred Diehl
Telephone: 303-944-9273
Facsimile: _____
E-Mail: freddiehl@msn.com

ARTICLE IV **RESPONSIBILITIES OF FIRESTONE**

Section 4.1 Project Materials/Confidentiality: FIRESTONE shall provide CONTRACTOR with data, information, reports and other such documentation as may be reasonably available to FIRESTONE, and reasonably required by CONTRACTOR to perform services under this Agreement. No information shall, unless as required by law, be disclosed by CONTRACTOR to third parties without prior written consent of FIRESTONE. All documents provided by FIRESTONE to CONTRACTOR shall be returned to FIRESTONE. CONTRACTOR is authorized by FIRESTONE to retain copies of such data and materials at CONTRACTOR'S EXPENSE.

Section 4.2 Access to Property and Records: FIRESTONE shall provide CONTRACTOR with access to its property as required and necessary to complete the Agreement. To the extent required by law, FIRESTONE and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq. CONTRACTOR agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

Section 4.3 FIRESTONE's Representative: FIRESTONE shall designate, in writing, a representative who shall have authority to act for FIRESTONE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FIRESTONE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 4.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FIRESTONE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a "Change Order").

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 5.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 5.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 5.7. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by FIRESTONE shall not constitute a waiver of any of the other terms or obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

TOWN OF FIRESTONE

By: _____

Name: _____

Title: _____

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVAL AS TO FORM:

William P. Hayashi, Town Attorney

FRED DIEHL CONSULTING, LLC

By:  _____

Name: Fred Diehl _____

Title: Owner _____

Date: 8/26/2019 _____

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone and Fred Diehl Consulting, LLC.)

SCOPE OF WORK

Overview. Recognizing that access to affordable high-speed broadband internet services is a priority for the long-term development and vitality of the Town of Firestone; and understanding that broadband solutions must align with community needs such as support for Firestone’s residents, businesses, students, senior citizens, public safety officials and others; and respecting the fact that in 2018, Firestone voters approved local authority for broadband services; the Board of Trustees wants to obtain resources and data to make informed decisions in order to investigate options for delivering affordable, high-speed internet services for data, voice and video to to better serve the community.

Deliverables. The Consultant, Fred Diehl, will serve as the project lead and champion efforts to assist the leadership team in defining the problem and develop an overarching purpose statement.

Throughout all phases, the consultant will assist Town Staff with consistent, transparent and inclusive communications including but not limited to media releases and community notices.

At the direction of the Town, the Consultant will serve as a liaison between the Town of Firestone and various support agencies such as the Colorado Communication and Utilities Alliance, the National Association of Telecommunications Officers and Advisors and the Colorado Municipal League.

INITIAL PHASE

The Consultant will meet with the leadership team and identified stakeholders to inform the development of a Request for Proposals (RFP) for a Broadband Assessment & Feasibility Study for the Town of Firestone. Specifically, the Consultant will meet with stakeholders including but not limited to:

- Leadership Team
- Incumbent Internet Service Providers (ISPs)
- ISPs
- Wireless (4G/5G) providers
- Town staff
- School district
- Utility providers

The Consultant will review existing conditions such as studies and agreements that may inform the development of the RFP.

SECOND PHASE

In coordination with the leadership team, the Consultant will develop the RFP for the Broadband Assessment & Feasibility Study and assist Town Staff with the issuance of the RFP. General requirements of the RFP include but are not limited to: Survey, Needs Assessment, Market

Assessment, GAP Analysis, Existing Capabilities Evaluation, Project Map, Opportunities and Partnerships, Broadband Strategies Recommendations and Funding Models.

All proposals will be reviewed and evaluated by the Consultant for completeness and responsiveness to the RFP. Based on proposal, firm qualifications, rankings and interviews, the leadership team with the assistance of the Consultant will select a preferred Vendor to enter into an agreement with and present that recommendation to the Board of Trustees for their consideration and final determination. *(The Town may choose not to proceed to a contract with any of the RFP respondents.)*

THIRD PHASE

Upon entering into an agreement with the Vendor, the Consultant will assist in the delivery of the Broadband Assessment & Feasibility Study and its various components such as surveys, stakeholder meetings and presentations.

FINAL PHASE

The Consultant will assist the leadership team and Vendor with the final report and presentation of the findings to the full Board of Trustees. Pending the outcome of the report and direction from the Board of Trustees, the Consultant will be available to assist in implementation.

###

COMPENSATION FOR SERVICES

Consultant shall be compensated for services based upon an hourly rate of \$100.00, materials and expenses basis.

###

FIRESTONE SUMMARY OF CASH & INVESTMENTS

July 2019	DATE	MATURITY	BALANCE
Cash & Investments			
Deposit Accounts:			
1st Bank			
Checking Account (rate allowed to offset monthly fees only)	Liquid	\$	1,101,491
Court Account	Liquid		49
Savings Account	Liquid		1,965,351
Xpress BillPay Deposit Account	Liquid		100,456
Adams Bank & Trust			
Deposit Account	Liquid		7,752
Petty Cash on Hand			
	Liquid		1,490
TOTAL Deposit Accounts and Cash			\$ 3,176,587
Restricted Deposit Accounts:			
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts			
UMB - COPS 2018 Construction Fund	Liquid		3,825,743
UMB - COPS 2018 Reserve Fund	Liquid		1,003,501
CSAFE - Money Mkt/Daily Pooled Investment Accts			
UMB-COPS 2019 Construction Fund	Liquid		4,012,077
TOTAL Restricted Deposit Accounts			8,841,321
Money Market Accounts:			
C-SAFE - Money Mkt/Daily Pooled Investment Accts			
<i>Pooled Investment Account - AAAm</i>			
Operations (unrestricted Town assets)			
Liquid Assets	daily	Liquid	19,887,034
Developer Bonds (restricted assets)			
Liquid Assets	daily	Liquid	201,759
Urban Renewal Authority (restricted assets)			
Liquid Assets	daily	Liquid	5,885,705
Conservation Trust Fund (restricted Town assets)			
Liquid Assets	daily	Liquid	451,462
2019 COPS			
Liquid Assets	daily	Liquid	1,504,120
Adams Bank & Trust ICS Savings			
	daily	Liquid	4,884,030
Total Money Market Assets			32,814,110
Cash & Investments			\$ 44,832,018
Certificates of Deposit			
Certificates of Deposit:			
Capital One Bank			
CD 140420B25 (Sigma GTR-034238)	8/10/2016	8/12/2019	245,000
JP Morgan Chase			
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	8/31/2021	245,000
TOTAL Certificates of Deposit			490,000
Certificates of Deposit			\$ 490,000
TOTAL ALL FUNDS			\$ 45,322,018

Name	Total Paid
Total 24/7 Networks, Inc.:	181,660.13
Total 24HOURFLEX:	6,410.00
Total 4 RIVERS EQUIPMENT, LLC:	368.90
Total 8Z TITLE:	99.53
Total ACCENT BRANDING SOLUTIONS:	1,672.92
Total ACE HARDWARE OF FIRESTONE:	1,247.15
Total ACUITY, LLC:	23,709.56
Total ADAMSON POLICE PRODUCTS:	5,717.97
Total Adcon Signs, Inc:	7,990.00
Total AGFINITY-MEAD:	639.50
Total ALAN PLUMMER AND ASSOCIATES, INC:	71,511.36
Total ALBERTSONS/SAFEWAY, INC.:	215.50
Total AMAZON:	3,438.71
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANFEALD, LLC:	6,432.55
Total ANIMAL CARE EQUIPMENT & SERVICES INC:	675.60
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	66,224.63
Total APEX SHREDDING, INC.:	80.00
Total Arrakeen Resource LTD CO:	12,117.50
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	154.16
Total BAREFOOT RESIDENTIAL LLC:	101.69
Total BECKER SAFETY AND SUPPLY:	4,057.42
Total Black Hills Energy:	241.83
Total BROWNSTEIN HYATT FARBER SCHRECK:	15,000.00
Total CalAtlantic Group:	87.39
Total CANINE TACTICAL, LLC:	1,000.00
Total CARBON VALLEY TREE CARE:	3,500.00
Total CARROT-TOP INDUSTRIES INC:	58.18
Total CASELLE, INC.:	3,988.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	153.52
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	61,034.32
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	325,000.00
Total CENTURY LINK:	104.85
Total CESARE, INC:	2,650.00
Total CHEM SCREEN, INC:	55.00
Total CHEMATOX LABORATORY INC:	205.80
Total CINTAS FIRST AID & SAFETY:	770.81
Total CIRSA:	42,800.78

Name	Total Paid
Total CLEAR WATER SOLUTIONS, INC:	18,617.77
Total CLIFTON LARSON ALLEN LLP:	382.50
Total COALRIDGE ANIMAL HOSPITAL, INC:	220.39
Total COLORADO CIVIL GROUP INC.:	63,053.25
Total Colorado Communications & Utility Allian:	550.00
Total COLORADO ESCROW & TITLE - LONGMONT:	48.74
Total COLORADO GEOLOGICAL SURVEY:	261.24
Total COLORADO MATERIALS, INC:	1,120.86
Total COLORADO STATE TREASURER:	4,679.89
Total COMCAST CABLE -0310188 - SEATTLE:	413.98
Total COMCAST CABLE-0319130- CALIFORNIA:	309.04
Total COMCAST-PHILADELPHIA:	287.76
Total DANA KEPNER COMPANY, INC.:	11,993.08
Total DBC IRRIGATION SUPPLY:	1,848.54
Total DEFALCO CONSTRUCTION:	151,997.34
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	850.00
Total E&G Terminal, Inc:	29.75
Total ELDORADO ARTESIAN SPRINGS, INC.:	199.60
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	2,558.05
Total EWING AUTO PARTS, INC.:	1,043.09
Total EXTREME EVENT PRODUCTIONS:	700.00
Total FASTENAL COMPANY:	192.71
Total FCI CONSTRUCTORS, INC:	1,182,538.38
Total FIDELITY NATIONAL TITLE-DENVER:	56.98
Total FIDELITY NATIONAL TITLE-LONGMONT:	5.28
Total FIRST ALLIANCE TITLE CO:	1.13
Total FIRST AMERICAN TITLE CO:	15.66
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	58.70
Total FIRST INTEGRITY TITLE COMPANY:	.00
Total FIRSTBANK:	20,546.39
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	566.25
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	1,050.00
Total FRONTIER BUSINESS PRODUCTS:	810.96
Total FRONTIER COMMUNICATIONS CORP (LEASE):	221.89
Total FRONTIER COMPUTER CORP.:	13,101.12
Total FRONTIER PRECISION INC:	201.90
Total G & G EQUIPMENT INC:	1,703.88
Total GRAINGER:	3,084.38
Total GRAVES CONSULTING LLC:	2,625.00

Name	Total Paid
Total GREEN GIRL RECYCLING SERVICES:	232.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total GUARDIAN TITLE-DENVER:	.43
Total HALCYON DESIGN LLC:	28,384.50
Total HERITAGE TITLE-DENVER:	31.68
Total HOME DEPOT CREDIT SERVICES:	1,852.63
Total INLAND TRUCK PARTS & SERVICE:	759.49
Total INTERSTATE BATTERY OF THE ROCKIES:	142.95
Total INTERSTATE FORD:	85.46
Total INTERWEST SAFETY SUPPLY, INC.:	1,998.11
Total JAYHAWK TRAILERS INC:	15,000.00
Total JESSICA CARSON:	400.00
Total JRT ENTERPRISES, LLP:	2,000.00
Total KATHLEEN A. OATIS:	1,250.00
Total KERR-MCGEE OIL & GAS ONSHORE:	1.93
Total KG CLEAN, INC:	1,706.50
Total KINSCO, LLC:	1,182.31
Total KRISTA LYNN KUHN:	800.00
Total KS STATE BANK:	47,038.15
Total L. L. JOHNSON DISTRIBUTING CO.:	242.27
Total LAND TITLE-DENVER-2:	27.92
Total LASER TECHNOLOGY, INC:	6,090.00
Total LAST CHANCE DITCH COMPANY:	435.00
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	7,143.82
Total LEONARD RICE ENGINEERS, INC:	22,716.25
Total LONGMONT HUMANE SOCIETY:	1,083.34
Total MAIN STREET MAT COMPANY, INC:	500.30
Total MATCO TOOLS:	464.00
Total MCI:	49.04
Total MILE HIGH SHOOTING ACCESSORIES LLC:	1,209.44
Total MINES AND ASSOCIATES INC:	6,411.10
Total MIRACLE RECREATION EQUIPMENT CO.:	90,998.85
Total MISC VENDOR:	12,210.46
Total NCSI:	55.50
Total New Hope Behavioral Center:	400.00
Total OFFICE DEPOT INC:	273.31
Total Office Team:	723.19
Total ONE WORLD TRANSLATION, INC:	90.00
Total O'REILLY AUTO PARTS:	647.17

Name	Total Paid
Total ORKIN PEST CONTROL, INC:	193.44
Total PAUL D. BASSO:	1,000.00
Total PAWNEE BUTTES SEED INC:	25,494.48
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total PRAIRIE MOUNTAIN PUBLISHING:	203.87
Total PRECISION RIFLE WORKSHOP LLC:	700.00
Total QUICK-SET AUTO GLASS:	435.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	396.56
Total REDNECK TRAILER SUPPLY:	4.36
Total RELENTLESS LLC DBA DESERT SNOW:	1,198.00
Total RICHMOND AMERICAN HOMES:	47.44
Total RIPTIDE CAR & PET WASH:	616.75
Total ROSA LUCAS:	75.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	37,760.25
Total RPS PLAN ADMINISTRATORS / 24 HOUR FLEX:	701.95
Total RURAL DITCH COMPANY:	1,042.50
Total S & B PORTA-BOWL RESTROOMS, INC:	516.00
Total SAFE BUILT COLORADO INC:	62,674.77
Total SAFETY AND CONSTRUCTION SUPPLY INC:	385.56
Total SHERWIN WILLIAMS CO.:	228.84
Total Sons of Genesis LLC:	500.00
Total ST VRAIN SANITATION DISTRICT:	720.00
Total STEVE BALCEROVICH:	1,250.00
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	560.75
Total SUPERIOR INTERNATIONAL INDUSTRIES:	2,218.60
Total TCF EQUIPMENT FINANCE:	22,653.60
Total TEST GAUGE INC - CO:	.00
Total THK ASSOCIATES, INC.:	5,830.00
Total THOMSON REUTERS-WEST:	294.00
Total TIMBERLAN, INC:	14,427.25
Total TRACTOR SUPPLY COMPANY:	250.93
Total TRAFFIC SIGNAL CONTROLS, INC:	20,635.67
Total TRANSWEST TRUCK TRAILER RV:	306.14
Total UME CUSTOM EMBROIDERY:	3,001.58
Total UNITED POWER:	4,781.46
Total UTILITY REFUNDS -1:	281.29
Total VALLI INFORMATION SYSTEMS:	2,792.43
Total VANCE BROTHERS INC:	33,175.00
Total VERIZON WIRELESS:	5,045.65

Name	Total Paid
Total WAGNER WELDING SUPPLY CO.:	25.20
Total WASTE CONNECTIONS OF COLORADO INC:	175.10
Total WELD COUNTY DETENTION CENTER:	109.86
Total WELD COUNTY INFORMATION TECHNOLOGY:	593.24
Total WEX BANK:	13,036.12
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	488.94
Total WILLIAMSON & HAYASHI, LLC:	9,675.50
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	1,279.34
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,727.38
Grand Totals:	2,875,822.64

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	8,692.75	Direct Deposit Net	353,485.19	Informational	0.00
2-00	Overtime Pay	425.75	Net	0.00	Fringe Benefits	1648.67
3-00	Paid Time Off & EIB	1,277.05				
5-00	Call Outs	19.00				
7-00	Holiday Pay, Holiday Worked	1,043.50				
8-10	PD Grant/Contracts	22.00				
8-00	Miscellaneous Pay	56.00				
Grand Totals:		11536.05		353,485.19		1648.67

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	401,073.89	8-13	Military Leave	0.00	61-12	FSA - Medical	-834.98
1-03	Mayor/Trustee	2,000.00	30-02	LTD Bene	1,648.67	63-00	Vision	-262.00
1-04	Temporary	0.00	40-00	401k - PERA	-400.00	64-01	Voluntary/Ad Life	-873.90
2-00	Overtime	22,276.88	50-01	FPPA 457	-200.00	64-03	Child Life	-33.60
3-01	PTO	30,468.02	50-02	FPPA PD Pension	-17,846.01	64-04	Spouse Life	-267.00
3-10	Contract PTO	0.00	50-03	FPPA ROTH	-1,878.87	64-99	Accident Insurance	-551.25
4-00	EIB	0.00	51-01	PERA	-22,209.54	70-02	Child Support	-837.50
5-00	Call Outs	507.34	51-02	PERA+457	-600.76	70-03	Garnishment	-681.94
7-01	Holiday	16,658.57	51-03	PERA Life	-77.50	70-04	Equipment	-720.50
7-02	Holiday Work SW	10,316.88	60-00	Health Insurance	-12,325.31	74-00	Soc Sec	-836.48
7-03	Holiday Work NSW	4,856.40	61-01	HSA3500	-2,211.68	75-00	Medicare	-7,151.97
8-01	Misc Pay	0.00	61-02	HSA7000	-5,981.66	76-00	FWT	-44,983.83
8-04	Bereavement	2,047.52	62-00	Dental Insurance	-752.03	77-00	SWT	-16,138.00
8-07	LTD Reimb	778.00	61-10	FSA- Dependent Care	-16.68	86-00	Dir Deposit	353,485.19
8-10	PD Grant	1,383.02	61-11	FSA- Limited Purpose	-208.32			

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	13,596.98	62-00	Dental Insurance	4,564.42	92-00	Short Term Disability	1,654.29
51-01	PERA	38,033.76	63-00	Vision Insurance	715.04	93-00	Police Pension	4,758.92
51-04	PERA AED/SAED	498.08	74-00	Social Security	836.48	94-00	Basic Life & AD&D	1,129.76
60-00	Health Insurance	60,725.68	75-00	Medicare	7,151.97	95-01	Employee Asst Plan	528.12
61-01	HSA3500	950.00	91-00	Long Term Disability	1,648.67	98-00	State Unemployment	1,468.79
61-02	HSA7000	3,300.00						

TOWN OF FIRESTONE
BALANCE SHEET
June 2019

	GENERAL FUND	SALES TAX CAPITAL IMPROVEMENT FUND (1%)	SALES TAX CAPITAL IMPROVEMENT FUND (0.6%)	FIRESTONE FINANCE AUTHORITY FUND	FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN
ASSETS					
Cash and investments	\$ 17,775,155	\$ 6,265,578	\$ 6,837,601	\$ -	\$ (30,765)
Receivables	1,595,773	-	-	-	-
Due from other funds	-	-	-	-	30,765
Prepaid expenses	4,407	-	-	-	-
Total Assets	<u>\$ 19,375,335</u>	<u>\$ 6,265,578</u>	<u>\$ 6,837,601</u>	<u>\$ -</u>	<u>\$ 0</u>
LIABILITIES					
Accounts payable	\$ 1,794,029	\$ -	\$ -	\$ -	\$ -
Retainage payable	526,741	-	-	-	-
Notes Payable	-	-	-	-	-
Accrued liabilities	184,534	-	-	-	-
Due to other funds	-	-	-	-	-
Customer deposits	-	-	-	-	-
Bond and Developer deposits	299,190	-	-	-	-
Deferred Revenue	1,604,116	-	-	-	-
Total Liabilities	<u>4,408,609</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE					
Restricted					
Impact Fees - Roadway	100,334	-	-	-	-
Impact Fees - Local Parks	530,680	-	-	-	-
Impact Fees - Regional Parks	1,487,108	-	-	-	-
Impact Fees - Municipal Facilities	2,908,109	-	-	-	-
Impact Fees - Drainage	484,508	-	-	-	-
Impact Fees - Raw Water Irrigation	999,082	-	-	-	-
Conservation Trust Fund	290,642	-	-	-	-
Open Space	302,596	-	-	-	-
Parks and Streets	-	6,265,578	-	-	-
Capital improvements	-	-	6,837,601	-	-
FURA Improvements	-	-	-	-	0
Working Reserve	1,501,861	-	-	-	-
Assigned for NISP	-	-	-	-	-
Unassigned and Unrestricted	6,361,806	-	-	-	-
Total Fund Balance	<u>14,966,726</u>	<u>6,265,578</u>	<u>6,837,601</u>	<u>-</u>	<u>0</u>
Total Liabilities and Fund Balance	<u>\$ 19,375,335</u>	<u>\$ 6,265,578</u>	<u>\$ 6,837,601</u>	<u>\$ -</u>	<u>\$ 0</u>

	FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN	FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL	WATER FUND	STORMWATER FUND	TOTAL FUNDS
ASSETS					
Cash and investments	\$ 1,534,696	\$ 59,418	\$ 12,417,446	\$ 1,480,805	\$ 46,339,934
Receivables	-	-	(3,355,770)	60,545	(1,699,451)
Due from other funds	7,691	-	-	-	38,456
Prepaid expenses	-	-	30,719	-	35,126
Total Assets	<u>\$ 1,542,387</u>	<u>\$ 59,418</u>	<u>\$ 9,092,395</u>	<u>\$ 1,541,350</u>	<u>\$ 44,714,064</u>
LIABILITIES					
Accounts payable	\$ 15,000	\$ -	\$ 517,901	\$ 8,751	\$ 2,335,681
Retainage payable	-	-	-	-	526,741
Notes Payable	-	-	1,580,000	-	1,580,000
Accrued liabilities	-	-	8,244	1,650	194,428
Due to other funds	-	38,456	-	-	38,456
Customer deposits	-	-	192,573	1,736	194,309
Bond and Developer deposits	-	-	-	-	299,190
Deferred Revenue	-	-	-	-	1,604,116
Total Liabilities	<u>15,000</u>	<u>38,456</u>	<u>2,298,717</u>	<u>12,138</u>	<u>6,772,921</u>
FUND BALANCE					
Restricted					
Impact Fees - Roadway	-	-	-	-	100,334
Impact Fees - Local Parks	-	-	-	-	530,680
Impact Fees - Regional Parks	-	-	-	-	1,487,108
Impact Fees - Municipal Facilities	-	-	-	-	2,908,109
Impact Fees - Drainage	-	-	-	-	484,508
Impact Fees - Raw Water Irrigation	-	-	150,032	-	1,149,114
Conservation Trust Fund	-	-	-	-	290,642
Open Space	-	-	-	-	302,596
Parks and Streets	-	-	-	-	6,265,578
Capital improvements	-	-	-	-	6,837,601
FURA Improvements	1,527,387	20,961	-	-	1,548,348
Working Reserve	-	-	-	-	1,501,861
Assigned for NISP	-	-	5,469,708	-	5,469,708
Unassigned and Unrestricted	-	-	1,173,937	1,529,213	9,064,956
Total Fund Balance	<u>1,527,387</u>	<u>20,961</u>	<u>6,793,677</u>	<u>1,529,213</u>	<u>37,941,143</u>
Total Liabilities and Fund Balance	<u>\$ 1,542,387</u>	<u>\$ 59,417</u>	<u>\$ 9,092,395</u>	<u>\$ 1,541,350</u>	<u>\$ 44,714,064</u>

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS. DRAFT SUBJECT TO REVISION.

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019

GENERAL FUND

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Taxes				
Property taxes	\$ 657,189	\$ 1,078,489	\$ 1,544,523	\$ (466,035)
Specific ownership taxes	31,032	41,189	94,416	(53,227)
Sales and use taxes - retail	1,144,157	1,681,290	4,296,060	(2,614,771)
Use taxes - construction materials	524,973	689,932	593,710	96,222
Lodging taxes	18,612	28,474	84,724	(56,250)
Other	-	-	-	-
Total Taxes	2,375,963	3,519,374	6,613,433	(3,094,061)
Intergovernmental				
Highway users tax fund (HUTF)	100,062	177,543	419,545	(242,002)
County Road & Bridge shareback	47,610	95,220	212,396	(117,176)
Conservation Trust Fund - Lottery	19,084	44,538	75,957	(31,419)
Severance taxes	-	-	137,950	(137,950)
Cigarette taxes	4,893	6,542	21,000	(14,458)
Motor vehicle registration fees taxes	14,021	22,765	58,600	(35,835)
St. Vrain Valley School District reimbursement	-	-	39,835	(39,835)
Total Intergovernmental	185,670	346,608	965,282	(618,675)
Licenses, fees and charges				
Business, sales and use tax license fees	2,350	7,775	18,500	(10,725)
Liquor license fees	1,625	2,303	7,700	(5,397)
Impact fees	1,864,384	1,981,391	2,107,683	(126,292)
Building permits - general	349,693	475,274	516,250	(40,976)
Building permits - new home permits	-	-	234,201	(234,201)
Planning fees	-	-	70,000	(70,000)
Developer chargebacks	72,563	128,930	516,894	(387,964)
Other	20,490	59,615	55,600	4,015
Total Licenses, fees and charges	2,311,105	2,655,288	3,526,828	(871,539)
Fines				
Fines	44,030	94,453	225,490	(131,036)
Total Fines	44,030	94,453	225,490	(131,036)
Grants				
PD - Click it or ticket	2,555	2,555	2,000	555
PD - High Visibility Enforcement	2,023	2,689	4,000	(1,311)
PD - DOLA grant	330,379	330,379	464,000	(133,621)
Total Grants	334,957	335,624	470,000	(134,376)

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019

GENERAL FUND

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
Other				
Franchise fees	168,307	255,591	560,500	(304,909)
Fuel tax reimbursement	2,473	2,712	10,000	(7,288)
Street lighting fees	45,332	90,007	186,000	(95,993)
Oil and gas royalties/leases	24,625	52,781	100,000	(47,219)
Annual Town events fees & contributions	16,305	29,220	45,000	(15,780)
PD event sponsorships & contributions	11,678	14,678	20,000	(5,322)
PILOT - St. Vrain	-	-	65,217	(65,217)
Interest earnings	98,463	193,208	125,000	68,208
Miscellaneous	25,796	90,611	75,000	15,611
Total Other	392,980	728,807	1,186,717	(457,908)
Total Revenues	\$ 5,644,705	\$ 7,680,154	\$ 12,987,750	\$ (5,307,595)

TRANSFERS IN

Sales Tax Capital Improvement Fund (1%)	-	-	1,572,499	(1,572,499)
Sales and Use Tax - Police Facilities Capital Improvement Fund (.6%)	4,328,490	6,022,023	9,065,900	(3,043,877)
Total Transfers In	4,328,490	6,022,023	10,638,399	(4,616,376)

EXPENDITURES

GENERAL GOVERNMENT

Salaries and benefits	\$ 324,536	\$ 738,072	\$ 1,633,949	\$ 895,877
Board of Trustee expenditures	16,405	38,095	97,460	59,365
Legal - Contracted	63,395	65,372	235,023	169,651
Legal (Out of Scope) - Contracted	-	-	70,000	70,000
Legal (Special) - Contracted	-	190	50,000	49,810
Finance - Contracted	4,171	11,840	200,000	188,159
Human resources	10,891	23,750	56,450	32,700
General consulting services	9,815	10,624	25,000	14,376
Dues and memberships	6,035	16,168	22,510	6,342
Town elections	-	-	5,000	5,000
Municipal code and publishing	265	2,042	10,000	7,958
County Treasurer's fees	6,175	10,089	23,168	13,079
Insurance	49,719	81,521	250,000	168,479
Audit	-	-	18,500	18,500
Vehicle purchases and leases	7,935	7,935	12,359	4,425
Vehicle repairs and maintenance	125	799	2,700	1,901
General office and administration	102,859	261,373	633,076	371,703
Annual Town events	77,341	93,438	105,260	11,822
Community communications	-	-	7,500	7,500
Community involvement	-	-	10,000	10,000
Public relations	1,510	1,510	15,000	13,490
Economic development	43,295	46,989	100,000	53,011
Emergency maintenance	-	-	2,000	2,000
Miscellaneous	6,100	27,208	147,625	120,417
Total General Government	730,571	1,437,016	3,732,580	2,295,564

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019

GENERAL FUND

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>MUNICIPAL COURT</u>				
Salaries and benefits	19,105	54,086	142,677	88,591
Municipal judge	3,000	6,000	30,000	24,000
Legal - defense attorney	3,600	7,200	30,000	22,800
Court interpreter	390	615	1,500	885
Jury and trial fees	-	-	500	500
General office and administration	124	1,697	6,500	4,803
Miscellaneous	1,666	2,981	11,000	8,019
Total Municipal Court	27,884	72,579	222,177	149,598
<u>PLANNING</u>				
Salaries and benefits	146,574	344,235	909,736	565,501
Planner - Contracted	3,244	3,924	-	(3,924)
Building review and inspections - Contracted	156,217	263,100	490,000	226,900
Developer chargebacks	65,565	121,692	516,894	395,202
General office and administration	3,695	59,714	120,504	60,790
Miscellaneous	4,051	7,334	14,100	6,766
Total Planning	379,346	800,000	2,051,234	1,251,233
<u>PUBLIC SAFETY</u>				
Salaries and benefits	767,193	1,729,034	3,484,968	1,755,935
Uniforms and cleaning	7,204	9,583	30,000	20,417
Training	1,453	1,453	25,000	23,547
Municipal and state code	20	704	5,500	4,796
Equipment	26,835	33,143	57,550	24,407
Vehicle purchases and leases	108,460	139,614	138,456	(1,158)
Vehicle repairs and maintenance	34,826	52,109	140,500	88,391
General office and administration	17,864	32,687	152,459	119,771
Community programs - County	31,700	37,904	12,205	(25,699)
Weld County dispatch services	-	39,314	50,100	10,786
Investigations	4,857	6,099	16,000	9,901
Police annual events	2,535	5,996	37,500	31,504
K-9 maintenance	345	829	6,500	5,671
Animal control	3,250	5,417	17,000	11,583
Miscellaneous	6,056	9,593	18,700	9,107
Total Public Safety	1,012,599	2,103,480	4,192,438	2,088,958

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
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GENERAL FUND

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>PUBLIC WORKS</u>				
Salaries and benefits	121,383	233,329	886,734	653,405
Engineering - Contracted	29,859	81,178	240,540	159,363
Road maintenance & repairs	11,289	13,629	1,137,500	1,123,871
Street signs	419	2,166	12,000	9,834
Traffic calming	-	-	12,000	12,000
Street lights	22,728	36,553	96,900	60,347
Signal lights	30,150	32,597	29,000	(3,597)
Snow removal	-	33,804	40,000	6,196
Vehicle and equipment purchases and leases	153,049	153,223	247,037	93,814
Vehicle maintenance and repairs	17,359	27,748	63,200	35,452
General office and administration	23,674	44,945	75,665	30,720
Miscellaneous	11,023	17,253	28,900	11,647
Total Public Works	420,931	676,425	2,869,476	2,193,052
<u>PARKS AND RECREATION</u>				
Salaries and benefits	165,446	390,524	876,323	485,799
Engineering - Contracted	1,186	1,186	6,891	5,705
Park maintenance	128,384	211,645	528,500	316,855
Vehicle and equipment purchases and leases	9,135	271,887	315,733	43,846
Vehicle maintenance and repairs	15,988	25,695	60,000	34,305
General park equipment	1,550	1,550	5,000	3,450
General office and administration	3,068	5,702	14,731	9,029
Miscellaneous	2,029	9,756	21,375	11,619
Total Parks and Recreation	326,785	917,945	1,828,553	910,608
<u>CAPITAL OUTLAY</u>				
Capital projects				
Streets	22,417	31,592	1,211,100	1,179,508
Buildings	4,785,210	6,987,582	9,587,000	2,599,418
Parks and recreation	110,798	116,579	860,000	743,421
Other	117,707	353,858	-	(353,858)
Developer infrastructure shareback	146,783	266,167	728,202	462,035
Total Capital Outlay	5,182,915	7,755,778	12,386,302	4,630,524
Total Expenditures	8,081,031	13,763,222	27,282,760	13,519,536
<u>TRANSFERS OUT</u>				
Firestone Finance Authority	17,738	17,738	149,575	131,838
Total Transfers Out	17,738	17,738	149,575	131,838
Excess of revenue over (under) expenditures	1,874,426	(78,783)	(3,806,185)	\$ 3,727,401
FUND BALANCE - BEGINNING	13,092,300	15,045,509	15,780,889	
FUND BALANCE - ENDING	\$ 14,966,726	\$ 14,966,726	\$ 11,974,704	

TOWN OF FIRESTONE
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SALES TAX CAPITAL IMPROVEMENT FUND (1%)

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Sales taxes	\$ 399,535	\$ 525,377	\$ 1,826,617	\$ (1,301,240)
Certificates of Participation	5,585,000	5,585,000	-	5,585,000
Interest earnings	8,289	9,899	11,000	(1,101)
Total Revenue	5,992,824	6,120,276	1,837,617	4,282,659
EXPENDITURES				
2014 Revenue Bonds - Principal	-	-	160,000	160,000
2014 Revenue Bonds - Interest	51,809	51,809	103,618	51,809
Administrative fee	85,000	85,000	1,500	(83,500)
Total Expenditures	136,809	136,809	265,118	128,309
TRANSFERS OUT				
General Fund	-	-	1,572,499	1,572,499
Total Transfers Out	-	-	1,572,499	1,572,499
Excess of revenue over (under) expenditures	5,856,015	5,983,466	-	<u>\$ 5,983,466</u>
FUND BALANCE - BEGINNING	409,564	282,112	-	
FUND BALANCE - ENDING	<u>\$ 6,265,578</u>	<u>\$ 6,265,578</u>	<u>\$ -</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019

SALES AND USE TAX - POLICE FACILITIES CAPITAL IMPROVEMENT FUND (.6%)

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Sales taxes	\$ 299,214	\$ 424,539	\$ 1,158,849	\$ (734,311)
Interest earnings	52,958	125,596	75,000	50,596
Total Revenue	352,173	550,135	1,233,849	(683,715)
EXPENDITURES				
2018 Certificates of Participation - Principal	-	-	360,000	360,000
2018 Certificates of Participation - Interest	317,676	317,676	637,600	319,924
Administrative fee	2,250	2,250	15,000	12,750
Miscellaneous	5,788	13,232	-	(13,232)
Total Expenditures	325,714	333,158	1,012,600	679,442
TRANSFERS OUT				
General Fund	4,328,490	6,022,023	9,065,900	3,043,877
Total Transfers Out	4,328,490	6,022,023	9,065,900	3,043,877
Excess of revenue over (under) expenditures	(4,302,031)	(5,805,046)	(8,844,651)	<u>\$ 3,039,605</u>
FUND BALANCE - BEGINNING	11,139,632	12,642,647	12,642,647	
FUND BALANCE - ENDING	<u>\$ 6,837,601</u>	<u>\$ 6,837,601</u>	<u>\$ 3,797,996</u>	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019**

FIRESTONE FINANCE AUTHORITY

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Total Revenue	-	-	-	-
TRANSFERS IN				
General Fund	\$ 17,738	\$ 17,738	\$ -	\$ 17,738
Total Transfers In	17,738	17,738	-	17,738
EXPENDITURES				
2005 COPs - Principal	-	-	115,000	115,000
2005 COPs - Interest	16,538	16,538	33,075	16,538
Administration Fee	1,200	1,200	1,500	300
Total Expenditures	17,738	17,738	149,575	131,838
Excess of revenue over (under) expenditures	-	-	(149,575)	<u>\$ 149,575</u>
FUND BALANCE - BEGINNING	-	-	-	
FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (149,575)</u>	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
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FOR THE QUARTER ENDING JUNE 30, 2019**

FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Total Revenue	-	-	-	-
EXPENDITURES				
Total Expenditures	-	-	-	-
Excess of revenue over (under) expenditures	-	-	-	\$ -
FUND BALANCE - BEGINNING	-	-	-	
FUND BALANCE - ENDING	\$ -	\$ -	\$ -	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019**

FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Property taxes - TIF	\$ 1,123,852	\$ 1,229,667	\$ 1,557,715	\$ (328,049)
Interest earnings	-	-	17,280	(17,280)
Miscellaneous	\$ -	100,000	-	100,000
Total Revenue	1,123,852	1,329,667	1,574,995	(245,328)
EXPENDITURES				
Administration	74,489	98,570	317,402	218,832
Property taxes - TIF shareback	662,213	742,359	983,458	241,099
County Treasurer's fees	16,858	18,445	23,366	4,921
Total Expenditures	753,560	859,374	1,324,226	464,852
Excess of revenue over (under) expenditures	370,292	470,293	250,769	<u>\$ 219,523</u>
FUND BALANCE - BEGINNING	1,157,095	1,057,094	633,843	
FUND BALANCE - ENDING	<u>\$ 1,527,387</u>	<u>\$ 1,527,387</u>	<u>\$ 884,612</u>	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019**

FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Property taxes - TIF	\$ 221,547	\$ 249,241	\$ 59,145	\$ 190,097
Total Revenue	221,547	249,241	59,145	190,097
EXPENDITURES				
Property taxes - TIF shareback	175,666	196,900	46,251	(150,650)
County Treasurer's fees	3,323	3,738	887	(2,851)
Total Expenditures	178,989	200,639	47,138	(153,502)
Excess of revenue over (under) expenditures	42,558	48,602	12,007	<u>\$ 36,595</u>
FUND BALANCE - BEGINNING	(21,597)	(27,641)	(38,296)	
FUND BALANCE - ENDING	<u>\$ 20,961</u>	<u>\$ 20,961</u>	<u>\$ (26,289)</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019

WATER FUND

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Charges for services	\$ 1,050,257	\$ 1,647,441	\$ 3,540,160	\$ (1,892,719)
Tap fees - Residential	838,400	838,400	1,763,200	(924,800)
State and local grants	-	-	30,000	(29,999)
Meter and yoke fees	57,353	57,353	115,000	(57,647)
Water leases	3,000	86,250	22,500	63,750
CWCB Loan proceeds	3,839,095	-	1,388,411	(1,388,411)
Intergovernmental revenue	2,318	3,237	12,080	(8,843)
Other	295	515	13,000	(12,485)
Interest earnings	63,633	106,626	50,000	56,626
Total Revenue	5,854,350	2,739,821	6,934,351	(4,194,530)
EXPENDITURES				
Operations				
Salaries and benefits	\$ 38,661	\$ 82,440	\$ 300,404	\$ 217,964
CWCWD water treatment	186,154	261,293	720,000	458,707
NOCOWT water assessments	1,944	4,927	257,500	252,573
Windy Gap water assessments	-	68,478	105,880	37,402
Ditch Right assessment fees	2,909	11,559	260,000	248,441
Water line repairs and maintenance	(6,004)	(5,628)	34,200	39,828
Water testing	1,682	3,900	20,500	16,600
Equipment	72,441	91,523	162,000	70,477
Vehicle repairs and maintenance	4,540	7,049	28,000	20,951
Scada system maintenance	-	-	1,000	1,000
Utilities	1,164	2,477	5,000	2,523
Miscellaneous	4,125	7,290	15,075	7,784
Administration				
Salaries and benefits	73,482	143,624	157,729	14,105
Conservation program	892	2,464	24,525	22,061
Legal - Contracted	24,044	37,114	140,200	103,086
Legal - Out of scope	-	-	50,000	50,000
General office and administration	7,668	7,913	28,695	20,782
Miscellaneous	16,077	33,030	95,400	62,370
Engineering - Contracted	23,797	48,949	100,044	51,095
Engineering - Special	233,562	372,458	508,900	136,442
CWCWD tap fees	559,600	647,800	1,293,000	645,200
Gould property sales commissions and expenses	1,033	3,211	-	(3,211)
Capital outlay	444,578	855,414	5,364,411	4,508,997
Total Expenditures	1,692,348	2,687,285	9,672,463	6,985,178
Excess of revenue over (under) expenditures	4,162,001	52,535	(2,738,112)	\$ 2,790,647
FUNDS AVAILABLE - BEGINNING	2,631,676	6,741,142	7,949,255	
FUNDS AVAILABLE - ENDING	\$ 6,793,677	\$ 6,793,677	\$ 5,211,143	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE QUARTER ENDING JUNE 30, 2019

STORMWATER FUND

	3RD QUARTER 2019	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Storm water fees	\$ 147,163	\$ 292,394	\$ 570,000	\$ (277,606)
Interest earnings	7,965	15,135	7,500	7,635
Total Revenue	155,128	307,529	577,500	(269,971)
EXPENDITURES				
Operations				
Salaries and benefits	\$ 26,129	\$ 51,635	\$ 135,793	\$ 84,158
Engineering - Contracted	10,524	23,285	35,000	11,715
Legal - Contracted	-	-	1,180	1,180
Vehicle purchases and leases	-	-	425,000	425,000
Repairs and maintenance	1,491	3,780	10,000	6,220
Miscellaneous	560	1,454	2,750	1,296
Administration				
Salaries and benefits	1,765	3,627	34,077	30,450
General office and administration	133	180	-	(180)
Miscellaneous	-	83	500	417
Capital outlay	-	-	375,500	375,500
Total Expenditures	40,602	84,043	1,019,800	935,758
Excess of revenue over (under) expenditures	114,526	223,486	(442,300)	<u><u>\$ 665,787</u></u>
FUNDS AVAILABLE - BEGINNING	<u>1,414,687</u>	<u>1,305,727</u>	<u>713,854</u>	
FUNDS AVAILABLE - ENDING	<u><u>\$ 1,529,213</u></u>	<u><u>\$ 1,529,213</u></u>	<u><u>\$ 271,554</u></u>	