



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

July 13, 2022
7:00 PM
9900 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:30 PM IN THE TRAINING ROOM

AGENDA FOR THE WORK SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 7:00 PM IN THE BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of June 8, 2022 Board of Trustees Minutes.
 - b. **Resolution 22-77:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SITE LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ROCKY MOUNTAIN HAM RADIO INC
 - c. **Resolution 22-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE TERMS AND CONDITIONS OF AN AMENDED RESOLUTION OF THE NEW CONSOLIDATED LOWER BOULDER RESERVOIR & DITCH COMPANY
6. **Presentation**
 - a. TNT Home Services Colorado Companies To Watch Recognition
7. **Land Development**
 - a. **PUBLIC HEARING: Resolution 22-78:** A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF

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

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

CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO
THE TOWN OF FIRESTONE, COLORADO

- b. **Ordinance 1015**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE DENMORE ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT
- c. **PUBLIC HEARING: Ordinance 1016**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE R-A (RESIDENTIAL A) AND NC (NEIGHBORHOOD CENTER) ZONING DISTRICTS
- d. **PUBLIC HEARING: Resolution 22-79**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION PLAT; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FIRELIGHT PARK MINOR SUBDIVISION PLAT
- e. **PUBLIC HEARING: Ordinance 1017**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE FIRELIGHT PARK OUTLINE DEVELOPMENT PLAN
- f. **PUBLIC HEARING: Resolution 22-80**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE FIRELIGHT PARK SUBDIVISION
- g. **PUBLIC HEARING: Resolution 22-81**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR THE FIRELIGHT IRRIGATION METROPOLITAN DISTRICT, FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT AND THE FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT

8. Discussion/Action

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

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- a. **Resolution 22-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROCUREMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE MOUNTAIN SHADOWS PARK IRRIGATION PROJECT
- b. **Resolution 22-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO.2 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC FOR CONSTRUCTION OF A PUMP STATION FOR THE ST. VRAIN WATER TREATMENT PLANT
- c. **Resolution 22-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE AND COLORADO BOULEVARDS
- d. **RESOLUTION 22-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBGRANTEE AGREEMENT FOR TRANSIT SERVICES BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS AND THE TOWN OF FIRESTONE

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

10. Reports

- a. Staff
 - 10.a.i.** May and June Financial Reports
- b. Mayor
- c. Trustees

11. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: July 13, 2022

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of June 8, 2022 Board of Trustees Minutes.

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approve the draft June 8, 2022 Board of Trustees minutes.

ALTERNATIVES

ATTACHMENTS

1. June 8, 2022 Board of Trustees Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
June 8, 2022

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on June 8, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:01 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan - **excused**
Matt Holcomb
Sean Doherty
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Marty Ostholhoff, Planning Manager; David Angelo, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Liam and Olivia led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve the Agenda, All in Favor, **Motion carried.**

4. Training - 6:00 PM

a. CIRSA Training

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

Bobby Matthews, a Firestone resident, gave public comment regarding Ordinances 1011, 1012, 1013, and 1014 and requested for the ordinances to be tabled.

Becky Duckworth, a Firestone resident, gave public comment regarding Ordinances 1011 and 1012 and requested that the Board table ordinances.

Lou Matthews, a Firestone resident, gave public comment regarding Ordinances 1011 and 1012 and opposed the adoption of both ordinances.

Thomas Mason, a Firestone resident, gave public comment regarding government structure and was opposed to Ordinances 1011, 1012, 1013, and 1014.

Chris Woody, a Firestone resident, gave public comment regarding city employees providing citations and Community Service Officers. Mr. Woody requested the Board table the ordinances to allow for research to be conducted.

Scott Lenger, a Firestone resident, gave public comment requesting the tabling of Ordinances 1011 and 1012, 1013.

Peter Lauder, Brookfield president, gave public comment that he has enjoyed working with staff and Town Manager and introduced himself to the Board.

6. Consent Agenda

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

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

a. Approval of May 25, 2022 Meeting Minutes

b. **Resolution 22-70:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN

ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

- c. **Resolution 22-76:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SUBDIVISION AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 5 SUBDIVISION
- d. **Resolution 22-75:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE INVESTMENT POLICY

7. Presentation

- a. Audit Presentation

8. Land Development

- a. **PUBLIC HEARING: Resolution 22-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR THE NEIGHBORS POINT METROPOLITAN DISTRICT

Mayor Peterson opened the public hearing at 7:41 PM.

Marty Ostholthoff, Planning Manager, presented to the Board of Trustees.

Blair Dickhoner of White Bear Ankele Tanaka & Waldron presented to the Board of Trustees.

Jill Wheeler gave public comment consisting of questions and concerns regarding traffic calming measures, the rationale for the debt limit increase, and requested the Board table the item to allow residents to obtain a clear understanding.

AJ Krieger, Town Manager, responded to Board questions regarding a traffic calming report. Mr. Krieger reported the debt limit was on assessed property value and the conversion from a flat fee to 3 mills.

Mr. Dickhoner responded to Board questions regarding the mill increase, how mills equate to cash, and the function of operations and maintenance.

Bill Hayashi, Town Attorney, responded to questions regarding amending the mills.

Mayor Peterson closed the public comment portion of the public hearing at 7:56 PM.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Holcomb, to Amend **Resolution 22-53**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR THE NEIGHBORS POINT METROPOLITAN DISTRICT, to amend the debt issuance cap from 14 mills to 7 mills.

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve **Resolution 22-53**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR THE NEIGHBORS POINT METROPOLITAN DISTRICT, as amended.

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- b. **Resolution 22-71**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MIG, INC FOR PRELIMINARY SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

Motion by Trustee Doherty, **second** by Trustee Sharp, to Approve **Resolution 22-71**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MIG, INC FOR PRELIMINARY SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None
Abstain: None
Motion carried.

9. Discussion/Action

- a. **Resolution 22-72:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A-1 CHIPSEAL COMPANY FOR CHIPSEAL SERVICES IN THE ST VRAIN RANCH AND RIDGE CREST SUBDIVISIONS

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve **Resolution 22-72:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A-1 CHIPSEAL COMPANY FOR CHIPSEAL SERVICES IN THE ST VRAIN RANCH AND RIDGE CREST SUBDIVISIONS

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- b. **Resolution 22-73:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE AND COLORADO BOULEVARDS

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **Resolution 22-73:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE AND COLORADO BOULEVARDS

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- c. **Resolution 22-74:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HIGHLINE COLORADO LLC REGARDING THE INSTALLATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN- RIGHTS OF WAY

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **Resolution 22-74:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HIGHLINE COLORADO LLC REGARDING THE INSTALLATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN- RIGHTS OF WAY

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- d. **ORDINANCE 1011:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ENACTING CHAPTER 8.05 "ADMINISTRATIVE CITATIONS" OF TITLE 8 OF THE FIRESTONE MUNICIPAL CODE

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve **ORDINANCE 1011:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ENACTING CHAPTER 8.05 "ADMINISTRATIVE CITATIONS" OF TITLE 8 OF THE FIRESTONE MUNICIPAL CODE

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- e. **ORDINANCE 1012:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING, RE-ENACTING AND RENAMING TITLE 8 OF THE FIRESTONE MUNICIPAL CODE TO "NUISANCES AND ENVIRONMENT"; AND REPEALING IN ITS ENTIRETY SECTION 12.28.140 "SNOW REMOVAL" AND SUBSECTION 12.32.060(V) CONCERNING FIREWORKS

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Approve **ORDINANCE 1012:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING, RE-ENACTING AND RENAMING TITLE 8 OF THE FIRESTONE MUNICIPAL CODE TO "NUISANCES AND ENVIRONMENT"; AND REPEALING IN ITS ENTIRETY SECTION 12.28.140 "SNOW REMOVAL" AND SUBSECTION 12.32.060(V) CONCERNING FIREWORKS

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried.

- f. **ORDINANCE 1013:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING CHAPTER 10.12, ENTITLED "ABANDONED VEHICLES" OF THE FIRESTONE MUNICIPAL CODE

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **ORDINANCE 1013:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING CHAPTER 10.12, ENTITLED "ABANDONED VEHICLES" OF THE FIRESTONE MUNICIPAL CODE

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried.

- g. **ORDINANCE 1014:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY TITLE 6 "ANIMALS" OF THE FIRESTONE MUNICIPAL CODE

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **ORDINANCE 1014:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY TITLE 6 "ANIMALS" OF THE FIRESTONE MUNICIPAL CODE

Roll Call Vote:

Yes: Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried.

- h. Cancellation of the June 22, 2022 Regular Board of Trustees Meeting

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve the Cancellation of the June 22, 2022 Regular Board of Trustees Meeting, All in Favor, **Motion carried.**

- i. Cancellation of the June 15, 2022 Board of Trustees Work Session

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Approve the Cancellation of the June 15, 2022 Board of Trustees Work Session, All in Favor, **Motion carried.**

j. Rules of Order Training

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Continue the Rules of Order Training to a future meeting & Future Procedure for Board & Commission Appointments, All in Favor, **Motion carried.**

k. Future Procedure for Board & Commission Appointments

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

Betty Heath, a Firestone resident, gave public comment to challenge the Board & Police to greatness. Ms. Heath commented that she appreciates the hard work of the Town Manager and Chief of Police.

11. Reports

a. Staff

b. Mayor

c. Trustees

12. Adjournment

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Adjourn at 11:24 PM, All in Favor, **Motion carried.**

Introduced and Approved the 13th of June, 2022.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew Peterson, Mayor

Jessica Koenig, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: July 13, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 22-77: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SITE LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ROCKY MOUNTAIN HAM RADIO INC

SUMMARY

This Agreement will renew the expired 2017 agreement and enter into a new Limited Use of Premises; Emergency Use Agreement with a two-year term.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. Site License Agree Rocky Mountain Ham Radio Inc
2. Rocky Mountain Ham Radio License 6-2022
3. The Town of Firestone CO (003)

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-77

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO APPROVING A SITE LICENSE AGREEMENT BETWEEN THE TOWN
OF FIRESTONE AND ROCKY MOUNTAIN HAM RADIO INC**

WHEREAS, Rocky Mountain Ham Radio Inc (“Company”) has had a longstanding agreement with the Town of Firestone (“Town”) which permits the Company to operate and maintain a tower and radio transmission facility upon property within the Town’s Public Works Facility; and

WHEREAS, to comply with best practices the Agreement must be updated to ensure for example, that the Company’s use is subject to a revocable site license agreement, does not interfere with the Town’s operations, that its activities are in compliance with the rules and regulations of the Federal Communications Commission and the Firestone Development Code, and that the Company has insurance and agrees to indemnify the Town for any damage or loss resulting from its use.

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

The Site License Agreement between the Town of Firestone and Rocky Mountain Ham Radio Inc is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT, is entered into this 27th day of June, 2022 ("Effective Date") between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **ROCKY MOUNTAIN HAM RADIO INC.** 5236 Bear Mountain Drive, Evergreen, Colorado 80439 ("Company") (collectively, the "Parties").

- I. **Grant of License; Premises.** The Town grants to Company a revocable Site License to locate, operate, , repair and maintain its tower and radio transmission equipment (collectively "Facility") f located at the Town's Public Works facility at 7500 County Road 20, Firestone, CO 80504-6727 (the "Premises").
- II. **Section 2. Limited Use of Premises; Emergency Use.** The Premises are licensed to Company only for the sole purpose of access to and the operation, maintenance, and repair of the Facility. The Premises shall only be used for amateur radio service in compliance with the requirements of the Federal Communications Commission and the Firestone Development Code Title 16 of the Firestone Municipal Code as same may be amended from time to time. . In the event of an emergency situation, Company shall cooperate with the Town to allow the Facility to be used without cost to the Town to provide public safety radio services.
- III. **Term And Termination.**
 - A. This Agreement shall commence on the Effective Date, and shall continue for a term of two years and may be renewed for two additional consecutive two year terms upon the Company providing the Town not less than 60 days prior written notice before the expiration of the current term. The Town in its sole discretion may grant or deny such request.
 - B. Either Party may terminate this Agreement with or without cause upon 60 days advance written notice to the other party.
- IV. **Company's Obligation.** Company shall be solely responsible for all costs and expenses related to the operation, maintenance and repair of the Facility.
- V. **Premises Taken "As-Is"; Security of Property.** Company accepts the Premises in its current configuration and in an "as is" "with all faults" condition, without any implied warranties of habitability, fitness or suitability for Company's purposes. The Town has no obligation to make improvements to satisfy the needs or desires of Company. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of the Facility, or any other property of Company located at or near the Premises, it being acknowledged and understood by Company that the safety and security of the Facility is the sole responsibility and risk of Company.
- VI. **Ingress and Egress.**
 - A. Access to and from the Premises shall be solely along routes designated by the Town. Company may make use of a key provided by the Town for after-hours access; provided, however, that such key shall be used only by persons previously designated in writing to the Town. The Town may require that Company be accompanied by Town personnel during any access to the Premises. Company shall make every effort to coordinate with

the Public Works Director in advance of all access to and activities upon the Premises. Company shall maintain at the Premises and make available to the Town a log of all visits to the Premises, including the date of the visit and the names of any Company's employee, agent or contractor accessing the Premises.

- B. The Town shall have the right to enter into the Premises at any time during the term of this Agreement for any purpose or activity of the Town. If any such entry or activity results in disruption of the Facility, the Town shall not be required to make any repairs to the Facility resulting from such disruption. . Except in the cases of emergency, the Town shall strive to provide Company forty-eight (48) hours advance notice of any activity by the Town that may disrupt the Facility's operations. The Town retains the right to place improvements upon or otherwise modify the Premises.

VII. No Acquired Interest; Easements and Other Interests.

- A. Company agrees it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or any occupancy or use of the Premises.
- B. Without limiting the foregoing, Company shall be solely responsible for obtaining any access easements or similar permissions needed for it to access the site from public rights-of-way.
- C. Company understands that this Agreement is subject to all easements and other interests of record applicable to the Premises prior to the date of this Agreement. Company shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

- VIII. Communications Interference. Company acknowledges that the Town including its fire district and emergency service providers ("Emergency Service Providers") in the performance of their duties, operate, or may operate, on the Premises and other Town-owned property, radio, telecommunications, and other similar equipment or facilities. . Company acknowledges and agrees that the Town and its Emergency Service Provider's use of such radio, telecommunications, and other similar equipment and facilities shall be paramount and shall without exception take precedence over Company's use, whether the Town or its Emergency Service Provider's equipment predates or postdates the installation of the Company's Facility , and that Company's use of the Premises shall not in any manner cause interference with the operations and duties of the Town or its Emergency Service Providers.. The Town shall provide Company with written notice of any claim that the Company's operations or equipment are the cause of interference to the Town's or the Emergency Service Provider's telecommunications, and other similar communications facilities or equipment, or any of the Town's or the Emergency Service Provider's radio frequency operations. Company shall investigate such claim of interference, working jointly, as may be required, with the Town

and/or the affected Emergency Service Provider. In the event that Company's use is the sole or a contributing cause thereof, Company shall, at its own expense eliminate such interference without modification to the facilities of the Town or the affected Emergency Service Provider. In the event Company is unable to eliminate such interference within 30 days of being notified hereof, the Town at its option may terminate this Agreement. No additional cure period shall apply to any termination under this Section.

- IX. Permits and Maintenance. Company agrees to take such actions as are necessary to ensure that its Facility and activities upon the Premises are operated and conducted in a good and safe condition and manner at all times. Company shall maintain the Facility so as to reasonably resemble and/or blend in appearance with the existing Public Works facility. Company shall be responsible at its expense for securing any approvals required by the Town or any other governmental entities for the installation, operation, repair and maintenance of the Facility, and for ensuring the same are in full compliance with any approvals required by the Town or other governmental entities or pursuant to the Firestone Municipal Code. Company acknowledges and agrees that the issuance by the Town of any land use, zoning, building or other permits or approvals for the proposed use are matters subject to the regulatory authority and quasi-judicial or administrative discretion of the Town. No promise of or agreement to the issuance of such approvals and permits have been given or made by the Town. Company further agrees to comply at all times with all applicable laws, rules and regulations in Company's use and occupancy of the Premises.
- X. Protection of Town Facilities. In the exercise of its rights pursuant to this Agreement, Company shall exercise reasonable care to prevent and avoid any damage to or interference with any of the Town's installations, buildings, structures, utilities, or improvements on, under, or adjacent to the Premises. Company shall cease all such actions causing such damage or interference immediately upon notice from the Town. Company shall be solely responsible for any damages suffered by the Town or others as a result of Company's use and occupancy of the Premises.
- XI. Utilities and Liens. If required by the Town, Company shall be responsible for all utilities required by its use of the Premises. Utilities shall be installed only in locations and according to plans approved in advance by the Town. Company shall not permit any mechanic's liens or other liens to be placed upon the Premises or any Town-owned property, and in the case of the filing of the same, will immediately obtain release of such lien. If any lien is not discharged to the satisfaction of the Town within 30 days, the Town shall have the right, but not the obligation, to pay and discharge the same and recover from Company all payments made and all costs, attorneys' fees and other expenses incurred by the Town.
- XII. Assignment and Subleasing. Company shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Town, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment.
- XIII. Notices. All notices, demands or other writings which this Agreement requires to be delivered, or which may be delivered by either party hereto to the other shall be deemed to have been fully delivered, when made in writing personally served or deposited in the United States mail, postage prepaid and delivered to the addresses listed above. Facsimile

transmissions & electronic mail with proof of receipt are also means of delivering these communications. Any change of address must be given in writing to either party.

- XIV. Indemnification. Company shall indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Company, any subcontractor of Company, or any officer, employee, representative, or agent of Company, or which arise out of a worker's compensation claim of any employee of Company or of any employee of any subcontractor of Company.
- XV. Insurance.
- A. Company agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Company pursuant to this Agreement. At a minimum, Company shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
 - 1. Worker's Compensation insurance as required by law.
 - 2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests' provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its Company shall be excess and not contributory insurance to that provided by Contractor. Company shall be solely responsible for any deductible losses under any policy.
 - C. Company shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.
- XVI. Removal of Facilities and Performance Guarantee. No later than sixty (60) days after the termination of this Agreement, by expiration or otherwise, Company will, at its sole expense, dismantle and remove the Facility and all associated property and fixtures from the Premises, repair any damage to the Premises, and return the Premises to the Town in good, usable

condition, normal wear and tear and casualty excepted. If Company fails to remove the Facilities within sixty (60) days of the termination or expiration of this Agreement, the Town shall notify Company in writing that the Town will remove the Facility and all associated property and fixtures and store the same at Company's expense. Failure of Company to remove the Facility from storage and to reimburse the Town for any and all costs actually incurred in such removal and storage ("Costs"), within sixty (60) days of removal of the Facility, will result in the Facility being deemed abandoned and title of same will vest in the Town. The Town shall have no obligation or liability to Company in connection with any property or fixtures remaining on the Premises at the expiration of such 60-day period. The duties of Company described in this Section shall survive termination of this Agreement.

- XVII. Hazardous Waste. Company shall not keep any hazardous materials in or about the Premises without prior written consent of the Town, which will be granted or denied in the Town's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestosis material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or similar term, by any federal, state, or local law.
- XVIII. Relationship Between Parties. Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the provisions hereof nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee.
- XIX. Severability. If any section, subsection, or provision of this Agreement or the application thereof shall be held to be invalid and unenforceable for any reason, each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
- XX. Colorado Law: This Agreement is governed by the law of the State of Colorado and venue for any litigation shall be the District Court for Weld County.
- XXI. 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.
- XXII. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms and obligations of this Agreement.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

ROCKY MOUNTAIN HAM RADIO INC.

By: Robert Wright
Robert Wright
President
Rocky Mountain Ham Radio



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2022

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

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

PRODUCER RSC Insurance Brokerage, Inc. 333 W. Wacker Drive Suite 1200 Chicago IL 60606	CONTACT NAME: Risk Strategies Companies PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cludewig@risk-strategies.com INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22292
INSURED Rocky Mountain Ham Radio Inc. 5236 Bear Mountain Drive Evergreen CO 80439		

COVERAGES**CERTIFICATE NUMBER:** 21/22 Rocky Mountain**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		RHC-A609318-06 (RSC17448)	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Club Civic, Service or Social with respect to the named insured's actions and/or negligence while using your premises during the policy term is named below as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

The Town of Firestone CO 151 Grant Ave P. O. Box 100 Firestone CO 80520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: July 13, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-87: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE TERMS AND CONDITIONS OF AN AMENDED RESOLUTION OF THE NEW CONSOLIDATED LOWER BOULDER RESERVOIR & DITCH COMPANY

SUMMARY

Resolution 22-87 accepts the terms of the Catlin Approval, as amended by the Lower Boulder Ditch Company Board. The Lower Boulder Ditch Company Board determined that an amendment to the Catlin Approval was needed because of a term and condition that the State Engineers Office imposed on the approval of the Town's Substitute Water Supply Plan. The Substitute Water Supply Plan allows Firestone to use its Lower Boulder shares while its Water Court application is pending.

HISTORY AND PREVIOUS BOARD ACTION

On April 25, 2022, the Town received notice of approval from the State of Colorado for a Substitute Water Supply Plan (WDID 0502541).

On January 23, 2019, the Board of Trustees approved Resolution 19-04, a resolution approving the filing of a Water Rights Application in Water Court, Division One.

RECOMMENDATION

Staff recommends that the Board approve Resolution 22-87, a resolution accepting the terms and conditions of the Amended Resolution of the New Consolidated Lower Boulder Reservoir and Ditch Company.

ALTERNATIVES

The Board may choose not to approve Resolution 22-87 and provide staff with additional direction.

ATTACHMENTS

1. Resolution 22-87 Acceptance of Terms and Conditions of Lower Boulder Reservoir and Ditch Company Resolution
2. Amended Final Resolution

FINANCIAL CONSIDERATIONS

None at this time.

RESOLUTION NO. 22-87

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACCEPTING THE TERMS AND
CONDITIONS OF AN AMENDED RESOLUTION OF THE NEW
CONSOLIDATED LOWER BOULDER RESERVOIR & DITCH
COMPANY**

WHEREAS, the Company has approved the change of the shares and use of the Shares in a Substitute Water Supply Plan ("SWSP") approved by the State of Colorado pursuant to its bylaws subject to the terms and conditions of the Amended Resolution of the New Consolidated Lower Boulder Reservoir and Ditch Company attached ("Amended Resolution"); and

WHEREAS, the Amended Resolution, in order to be effective must be accepted by the Town of Firestone, the owner of certain Shares subject to the SWSP.

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

The Town of Firestone accepts the terms and conditions of the Amended Resolution of the New Consolidated Lower Boulder Reservoir and Ditch Company, in substantially the same form as the copy attached hereto and made a part of this resolution.

INTRODUCED, READ, AND ADOPTED this 13th day of July, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Amended Resolution of The New Consolidated Lower Boulder Reservoir and Ditch Company

The Board of the New Consolidated Lower Boulder Reservoir and Ditch Company (“Company”) adopts the following Resolution (“Resolution”):

1. On August 31, 2018 the Town of Firestone (the “Town”) applied to the Company for approval of a change of water rights represented by shares in the Company, pursuant to Article XI of the By-Laws of the Company (“Bylaws”). The subject of the application are 3.97 preferred shares and 6.667 common shares of the Company represented by stock certificate nos. P86 for the preferred shares and C28 for common shares (collectively “Town Shares”)
2. The Town deposited with the Company the funds requested by the Company pursuant to Article 11.4 of the Bylaws.
3. As part of the application (“Application”), the Town submitted a draft Water Court application as revised attached as Exhibit A (“Draft Water Court Application”) and a memorandum prepared by employees of Leonard Rice Engineers, Inc., dated July 31, 2018, attached as Exhibit B, and titled “Quantification of Consumptive Use for Lower Boulder Ditch Water Rights Owned by the Town of Firestone.” (“LRE Memo”). The Town supplemented the LRE memo with a letter (“Supplemental Letter”) attached as Exhibit C addressing certain issues identified by the Company’s review engineer.
4. The Board has been advised by its counsel, Lyons Gaddis, and engineering firm, Deere & Ault, concerning the Application.
5. The Board approves the Application with those limitations, terms and conditions set forth in the Application. the LRE Memo and the LRE Supplemental Letter, subject to the following conditions:
 - An application filed in the Water Court and any decree entered by the Water Court shall be no less restrictive on the Town, and no more restrictive on the Company, than is set forth in the Draft Water Court Application, the LRE Memo and the LRE Supplemental Letter. Likewise, any Substitute Water Supply Plan (SWSP) submitted by the Town shall be no less restrictive on the Town, and no more restrictive on the Company, than is set forth in the Draft Water Court Application, the LRE Memo and the Supplemental Letter.
 - Pursuant to Article 11.4 of the Bylaws, the Town must reimburse the Company for all legal and engineering fees incurred by the Company in this review process and in the related Water Court litigation and any following appeals or other related proceedings.

- The Company shall file a Statement of Opposition to the Town’s application filed in Water Court seeking to change the Town Shares. The Company and Applicant shall stipulate, prior to any scheduled trial in this matter, to a proposed decree that meets all of the conditions of this approval.
- All of the Town Shares and water rights subject to this application shall be diverted into the Lower Boulder Ditch/South Platte Supply Canal (“Canal”) at the headgate of the Canal. No change in point of diversion is approved.
- In an application filed in water court and the ensuing litigation, the Town shall, in all instances, maintain all of the proposed uses included in Section 4.A. on page 2 of the draft application, except pursuant to express written approval by the Board.
- Water attributable to the Town Shares shall be delivered to:
 - i. The Coal Ridge Ditch at the “Saddle,” which point being the point where the Lower Boulder Ditch becomes the Coal Ridge Ditch in the NW ¼ of Section 25, Township 2 North, Range 68 West of the 6th P.M. in Weld County, Colorado;
 - ii. Godding Hollow, using an existing turnout, as rehabilitated and approved by the Company, or a new turnout structure as approved by the Board in the NE ¼ of Section 2, Township 1 North, Range 68 West of the 6th P.M. in Weld County, Colorado, or
 - iii. At such other diversion points as approved by the Company in writing.
- Deliveries shall be made to the Town as a result of the ownership of the Town Shares shall be in the same manner as deliveries to any other shareholder, shall be made pursuant to and subject to the Company Bylaws and Rules and Regulations and shall include a reduction for transit or seepage loss and contract reservation and also be subject to volumetric limits as contained in the Draft Water Court Application, the LRE Memo, the LRE Supplemental Letter and as set forth in any decree approving the change of use of the Town’s Shares.
- When the Town is not taking delivery of the water available to the Town Shares, that water shall remain available for diversion by the Company and use by the other shareholders as occurred historically. In order to maintain the mutual sharing practice, the Company does not agree to the inclusion of a “turn back” or “bypass” of that water at the headgate of the Canal, or from any other place on the Canal. A turn-back provision includes decree terms that require return without use of some or all amount of water available to the Town’s Shares because volumetric limits have been reached or when the Town is not requesting or does not need delivery of water available to the Town’s Shares. A “by-pass” provision includes decree terms that require water available to the Town’s Shares to be left in the river without diversion into the Canal,

or imposes volumetric limits on river headgate diversions by the Company under water rights adjudicated to the Lower Boulder Ditch. If such a “turn back” or “bypass” provision is imposed by the Court, this approval shall be revoked, and the Town shall withdraw its application for change of water rights. This condition is in accordance with all previous changes of shares of the Company where water attributable to the shares changed has been available for diversion and use by other shareholders in the Company at any time the changing shareholder is not taking said water, including the City of Lafayette changes in 80CW468, 90CW108, and 97CW195; the City of Boulder change in 94CW284; and in 84CW308/309, the application of Boulder Valley Farm, Inc. and Belvin.

- Should an SWSP Approval include a “turn back” or “bypass” requirement that would be activated if and when the maximum monthly or annual volumetric limits are reached, the Town agrees to cease requesting or taking delivery of water attributable to any of the Town Shares if and when deliveries reach 90% of a volumetric limit at least until the end of the period for which the 90% threshold has been reached for the applicable volumetric limit. The result shall be that the Company and the Town will not have to “turn back” or “bypass” any of the water attributable to the Town Shares which result is consistent with the Bylaws of the Company, including Article 11.5. Should an SWSP Approval include a “turn back” or “bypass” requirement that requires a “turn back” or “bypass” at any time the Town is not taking delivery of water attributable to any of the Town Shares included in the SWSP, the Town agrees to withdraw the SWSP Application.
- The Town does not have the ability to call for delivery of any C-BT units for which the contract is titled in the Company.
- In order for this approval to be effective, the Town must accept all of the above terms and conditions in writing.
- If any new measuring devices are required as a result of the change of the Subject Shares, Applicant shall first submit to the Board a written request for permission, including plans for the device stamped by a Professional Engineer licensed in Colorado. Applicant agrees to reimburse the Company for legal and engineering fees incurred by the Company in reviewing the request and plans.
- The obligations of this approval shall survive the entry of any decree approving the use of the Town Shares in a change of water right, and shall be a covenant running with the shares.
- The terms and conditions set forth in this Resolution shall run as covenants with the Town Shares and shall bind the Town’s assigns, successors, heirs, and other future transferees and owners of the Town Shares. If the Town or any assigns, successors,

heirs or other transferees proposes to modify the delivery, use, engineering, or Water Court application approved herein, other than a substitution of parties in the Water Court application, then Company approval under the Company's Bylaws shall be necessary for such modifications.

- If an application to change the Town Shares consistent with this Resolution is not filed in Water Court within one year of the date this Resolution is accepted by the Town, then this approval shall terminate and any change of use of the Town Shares shall require a new application to the Company.
- The venue for any dispute under this Resolution shall be Water Court for District Court No. 1.
- The Company shall not deliver any water to the Town that is otherwise available by virtue of the Town Shares at any time when Town is not in compliance with the terms of this Resolution.
- Should any term of this Resolution be held invalid or unenforceable, such determination shall not render the remaining terms of this Resolution invalid or unenforceable unless to do so would cause the Resolution to fail of an essential purpose.

I, Angela R. Swanson, hereby certify that the above Resolution was adopted by the Board of the Company on _____, 2022.

Angela R. Swanson, Secretary/Treasurer
The New Consolidated Lower Boulder
Reservoir and Ditch Company

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Presentation

Meeting Date: July 13, 2022

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

TNT Home Services Colorado Companies To Watch Recognition

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Land Development

Meeting Date: July 13, 2022

Initiated By: Michelle Dollmaier

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 22-78: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO

SUMMARY

Denmore LLC, as the owner of certain property in Section 6 and Section 5, Township 2 North, Range 67 West of the 6th Principal Meridian, has submitted a petition for annexation for 147.33 acres of unincorporated Weld County into the Town of Firestone.

HISTORY AND PREVIOUS BOARD ACTION

On June 8, 2022, the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established July 13, 2022, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 22-78, a resolution adopting Findings of Fact favorable to the Denmore Annexation application.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-78
2. Denmore Findings of Fact Staff Report
3. Denmore Annexation Map

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-78

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado, has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of C.R.S. § 31-12-107(a), by duly adopted Resolution No. 22-70; and

WHEREAS, the Town Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks, and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the Town Board of Trustees has completed a public hearing on July 13, 2022 to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and C.R.S. §§ 31-12-104; -105, to establish eligibility for annexation.

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

Section 1. The Town Board of Trustees hereby finds and concludes with regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town and, thus, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town.

Section 2. The Town Board of Trustees further finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the Town has a plan for said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area to be annexed.

Section 3. An election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

Section 4. Based on the foregoing finding and conclusions, the Board of Trustees finds that the proposed annexation complies with C.R.S. §§ 31-12-104; -105, and that the subject property is eligible for annexation to the Town of Firestone.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

A PARCEL OF LAND SITUATED IN SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6th/ PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 88°49'02" WEST, A DISTANCE OF 2,640.90 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 43°58'58" WEST, A DISTANCE OF 42.55 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 88°49'02" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD, A DISTANCE OF 2,610.33 FEET;

THENCE NORTH 89°34'25" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 54.21 FEET;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 1,409.64 FEET;

THENCE NORTH 29°41'27" EAST, A DISTANCE OF 3,103.47 FEET;

THENCE SOUTH 88°04'18" EAST, A DISTANCE OF 488.56 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 00°52'27" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,472.98 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 89°33'20" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6;

THENCE SOUTH 89°41'30" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 15;

THENCE SOUTH 00°52'27" WEST, ALONG SAID NORTHERLY EXTENSION AND EASTERLY RIGHT-OF-WAY THEREOF, A DISTANCE OF 2,811.97 FEET;

THENCE SOUTH 89°33'59" WEST, A DISTANCE OF 60.02 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE SOUTH 00°51'05" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 2,619.26 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 147.334 ACRES, (6,417,888 SQUARE FEET), MORE OR LESS.



Staff Report

Denmore

Findings of Fact for Annexation

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

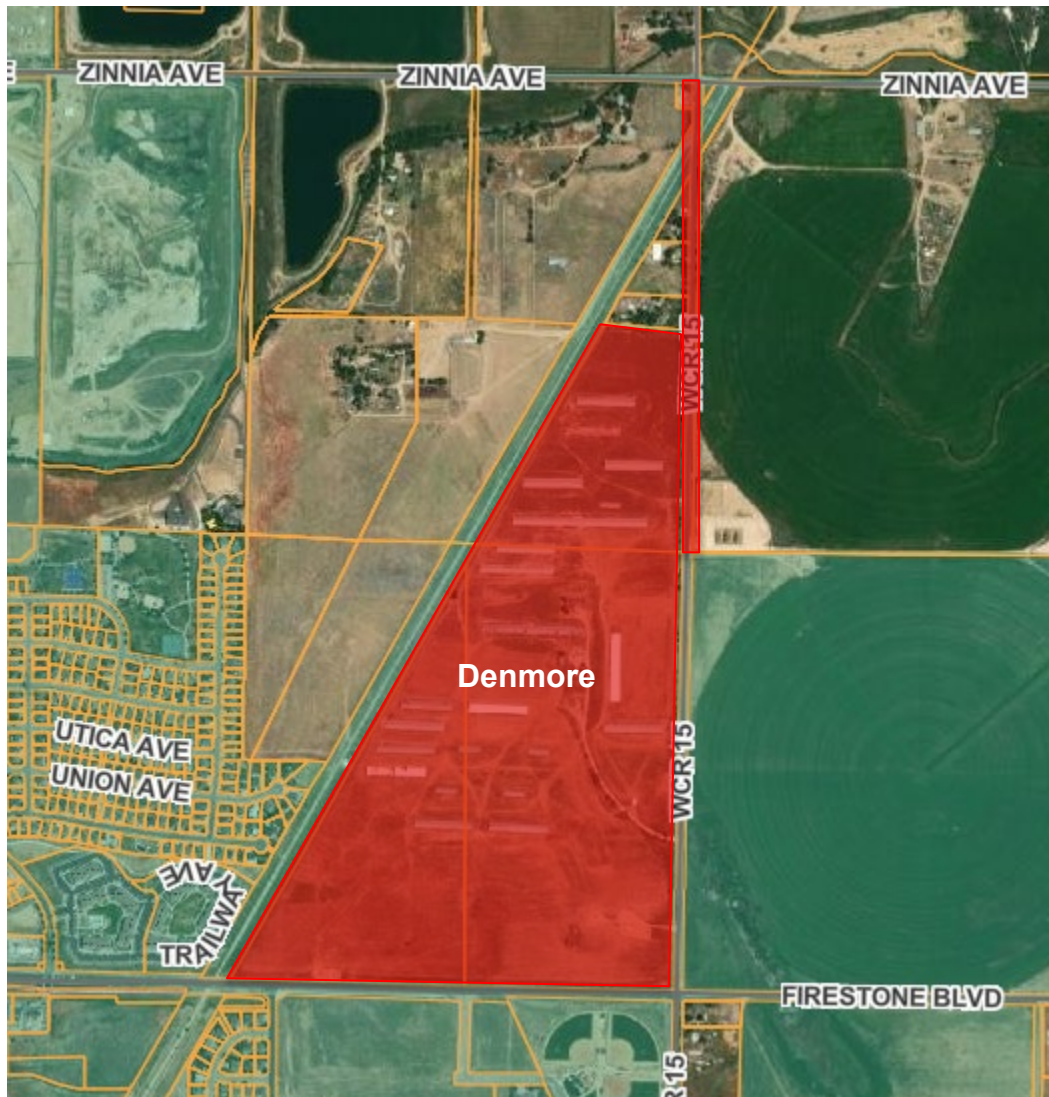
July 13, 2022

GENERAL INFORMATION

Purpose: This staff report is for the Denmore Findings of Fact for Annexation, proposing the annexation of approximately 147 acres into the Town of Firestone.

Applicant: Denmore LLC
1942 Broadway Street, Suite 314C
Boulder, CO

Location: The Denmore property is located on the northwest corner of Firestone Boulevard and Frontier Street.



Existing Conditions:

Existing Zoning: Agriculture (AG) in Weld County

Existing Use: Vacant land, agriculture, single family residential and oil/gas facilities

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	AG (Weld County)	Large lot residential
SOUTH	NC, PUD (Firestone)	Vacant land and sports complex
EAST	R-A & NC (Firestone)	Vacant land and oil/gas facility
WEST	R-A (Firestone)	Residential
	AG (Weld County)	Vacant land

Denmore Findings of Fact for Annexation – Summary:

Denmore LLC, as owner of certain property in Section 6 and Section 5, Township 2 North, Range 67 West of the 6th Principal Meridian, has submitted a petition for annexation for 147.33 acres of unincorporated Weld County into the Town of Firestone.

The petition for annexation has been processed in accordance with C.R.S. 31-12-101, et seq., as amended, and Chapter 7.3 of the FDC.

On June 8, 2022 the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established July 13, 2022 as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

APPROVAL CRITERIA AND STAFF ANALYSIS

Annexation Approval Criteria and Staff Analysis:

The Petition for Annexation application for Denmore was reviewed for compliance with the Approval Criteria from Section 16.7.3.B of the FDC. Staff makes the following findings:

- A. The Annexation is in compliance with the Municipal Annexation Act of 1965 (C.R.S. 31-12-101 et seq., as amended).

Staff: *The application has been found to be in compliance with C.R.S. 31-12-101 et seq., as amended.*

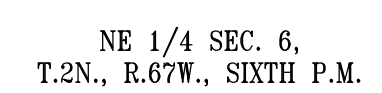
PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call: June 10, 17, 24, and July 1, 2022
Property Posted: June 24, 2022
Letters to Adjacent Property Owners: June 20, 2022

RECOMMENDATIONS

Town staff recommends the Board of Trustees approve draft Resolution 22-78, a resolution adopting Findings of Fact favorable to the Denmore Annexation application.



A PARCEL LOCATED IN SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO
AN-22-012/147.334 ACRES

TOTAL PERIMETER OF AREA TO BE ANNEXED.....	14,690.44'
CONTIGUITY WITH TOWN LIMITS.....	10,695.36'
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER).....	2,448.41'

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON FEBRUARY 01, 2022.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS ANNEXATION MAP ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
4. BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, TAKEN TO BEAR SOUTH 88°49'02" EAST, A DISTANCE OF 2640.90 FEET.

I, JAMES E. LYNCH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS _____, DAY OF _____ 2022.

BY: JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

THIS IS TO CERTIFY THAT THE DENMORE ANNEXATION WAS APPROVED ON THE _____ DAY OF _____, 2022 BY ORDINANCE NO. _____

AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

 AZTEC CONSULTANTS, INC.	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DATE OF PREPARATION: 03-02-2022
	SCALE: 1" = 200'	SHEET 1 OF 1
AzTec Proj. No.: 83922-03		Drawn By: RBA

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b

Land Development

Meeting Date: July 13, 2022

Initiated By: Michelle Dollmaier

Dept: Planning & Development

AGENDA TITLE

Ordinance 1015: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE DENMORE ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

SUMMARY

Denmore LLC, as the owner of certain property in Section 6 and Section 5, Township 2 North, Range 67 West of the 6th Principal Meridian, has submitted a petition for annexation for 147.33 acres of unincorporated Weld County into the Town of Firestone.

The Denmore Annexation Agreement, Attachment No. 4, is in *DRAFT* form. Town staff will provide an executed annexation agreement at or prior to the hearing on July 13. In the event an annexation agreement has not been executed by the hearing, Town staff will present to the Board of Trustees their options for considering the Denmore Annexation at the hearing.

HISTORY AND PREVIOUS BOARD ACTION

On June 8, 2022, the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established July 13, 2022, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Ordinance 1015, an ordinance approving the Denmore Annexation application.

ALTERNATIVES

n/a

ATTACHMENTS

1. Ordinance 1015
2. Staff Report
3. Denmore Annexation Map
4. Denmore Annexation Agreement (Town Draft)

FINANCIAL CONSIDERATIONS

n/a

ORDINANCE NO. 1015

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE DENMORE ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

WHEREAS, the Board of Trustees previously adopted Resolution 22-70, finding substantial compliance and initiating annexation proceedings for the Denmore Annexation, as described therein and as described below; and

WHEREAS, the Board of Trustees previously adopted Resolution 22-78, setting forth findings of fact and determinations regarding the eligibility of Denmore Annexation for annexation; and

WHEREAS, Denmore, LLC, who submitted the petition relating to the Denmore Annexation, and the Town wish to agree to certain terms pertaining to the Denmore Annexation; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Town of Firestone to annex the property to be known as Denmore Annexation (the “Property”) to the Town.

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

Section 1. The Board of Trustees makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The Board of Trustees hereby incorporates the findings of Resolution 22-70 and Resolution 22-78; the Board of Trustees further finds that the annexation of the Property is in compliance with the Municipal Annexation Act of 1965 and that it is in the best interests of the Town to annex the Property to the Town.

Section 3. The Property, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, is hereby annexed to the Town and made a part of the Town, to be known as the Denmore Annexation, which annexation shall become effective upon completion of the conditions contained in C.R.S. § 31-12-113, including, without limitation, all required filings for recording with the Weld County Clerk and Recorder.

Section 4. The Annexation Agreement between Denmore, LLC and the Town of Firestone regarding the Denmore Annexation is approved in substantially the same form as the copy attached hereto as **Exhibit B**. Upon the effective date of this Ordinance, the Mayor is authorized to execute such Agreement on behalf of the Town.

Section 5. That in annexing the Property to the Town, the Town does not assume any obligation regarding the construction of water mains, sewer lines, gas mains, electrical service lines, streets or any other service or utilities in connection with the Property hereby annexed, except as may be provided by ordinances of the Town.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this ____ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

A PARCEL OF LAND SITUATED IN SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6th/ PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 88°49'02" WEST, A DISTANCE OF 2,640.90 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

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CONTAINING AN AREA OF 147.334 ACRES, (6,417,888 SQUARE FEET), MORE OR LESS.

EXHIBT B
(Annexation Agreement)



Staff Report

Denmore

Annexation

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

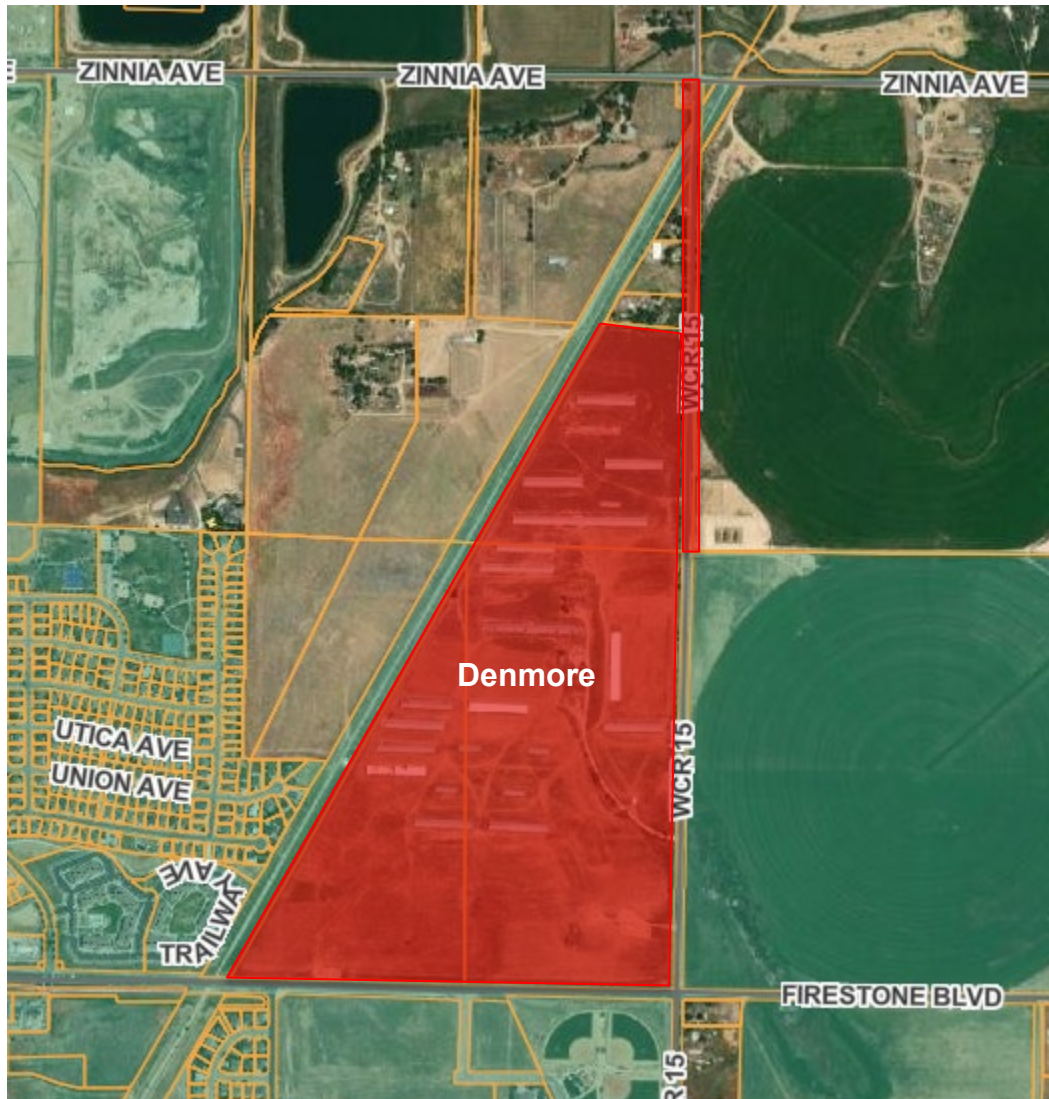
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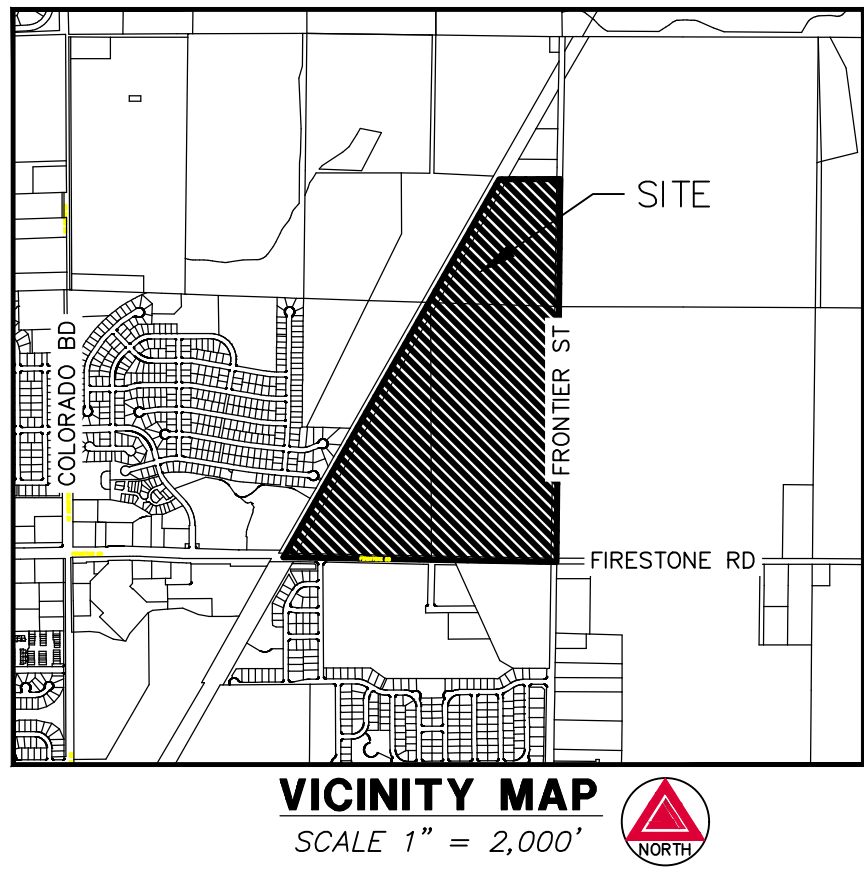
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RECOMMENDATIONS

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NE 1/4 SEC. 6,
T.2N., R.67W., SIXTH P.M.

NW 1/4 SEC. 5,
T.2N., R.67W., SIXTH P.M.

SW 1/4
SEC. 6,
T.2N., R.67W.,
SIXTH P.M.

NW 1/4, SE 1/4
SEC. 6, T.2N., R.67W.,
SIXTH P.M.

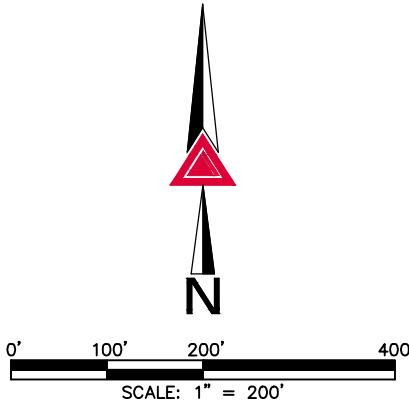
NE 1/4, SE 1/4
SEC. 6, T.2N., R.67W.,
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PARCEL CONTAINS
6,417,888 (SQ.FT.)
147.334 ACRES
MORE OR LESS

SW 1/4, SE 1/4
SEC. 6, T.2N., R.67W.,
SIXTH P.M.

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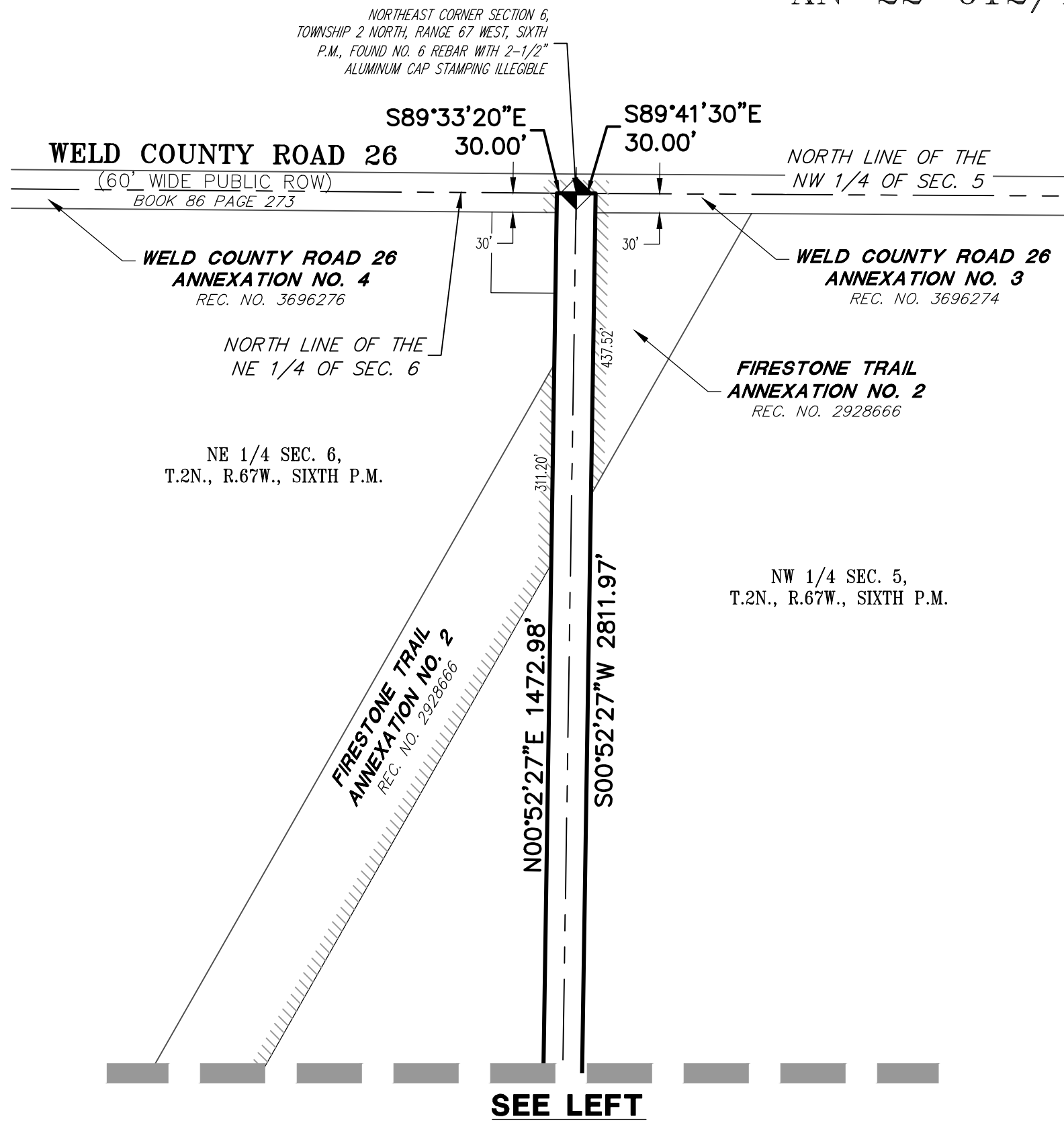
SW 1/4 SEC. 5,
T.2N., R.67W., SIXTH P.M.



SEE BELOW

DENMORE ANNEXATION TO THE TOWN OF FIRESTONE

A PARCEL LOCATED IN SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO
AN-22-012/147.334 ACRES



CONTIGUITY INFORMATION

TOTAL PERIMETER OF AREA TO BE ANNEXED.....14,690.44'
CONTIGUITY WITH TOWN LIMITS.....10,695.36'
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER).....2,448.41'

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON FEBRUARY 01, 2022.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS ANNEXATION MAP ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
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SURVEYOR'S CERTIFICATE

I, JAMES E. LYNCH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS _____, DAY OF _____ 2022.

BY: JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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TOWN APPROVAL

THIS IS TO CERTIFY THAT THE DENMORE ANNEXATION WAS APPROVED ON THE _____ DAY OF _____, 2022 BY ORDINANCE NO. _____

AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

ANNEXATION LEGAL DESCRIPTION

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THENCE NORTH 43°58'58" WEST, A DISTANCE OF 42.55 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

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CONTAINING AN AREA OF 147.334 ACRES, (6,417,888 SQUARE FEET), MORE OR LESS.

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 6
TOWNSHIP 2 NORTH, RANGE 67 WEST, SIXTH P.M.
FOUND NO. 6 REBAR WITH 3" BRASS CAP NO STAMP

ANNEXATION MAP NO. 1
FIRESTONE DEVELOPMENT
REC. NO. 2591398

FIRESTONE BOULEVARD
(PUBLIC ROW WIDTH VARIES)
BOOK 86 PAGE 273



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

DATE OF PREPARATION:	03-02-2022
SCALE:	1" = 200'
SHEET 1 OF 1	

AzTec Proj. No.: 83922-03

Drawn By: RBA

ANNEXATION AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2022, by and between **DENMORE LLC.**, a Colorado limited liability company (“Annexor”), whose legal address is 1942 Broadway Street, Suite 314C, Boulder, Colorado, 80302, and the **TOWN OF FIRESTONE**, a Colorado municipal corporation, with a legal address of 9950 Park Avenue, Firestone, Colorado, 80504 (the “Town”). The Town and Annexor may be termed individually a “Party” or collectively the “Parties.”

WHEREAS, the Annexor holds fee title to more than fifty percent (50%) of the property to be annexed to the Town pursuant to the DENMORE ANNEXATION and as more particularly described in **Exhibit A**, attached hereto, (hereinafter the “Annexation Property” or the “Property”); and

WHEREAS, the Annexor desires to have the Property annexed to and be subject to the jurisdiction of the Town, upon and subject to the terms and conditions set forth herein, all of which conditions are agreeable to the Annexor; and

WHEREAS, the Annexor intends to file a Petition to annex the Property to the Town; and

WHEREAS, the Parties desire to include in this Agreement certain provisions, understandings and agreements regarding the Property and its annexation; and

WHEREAS, the Town Board of Trustees has determined that it is in the best interest of the Town to annex the Property, to provide municipal services thereto, and to receive revenues from the Property upon the terms and conditions contained herein.

THEREFORE, in consideration of the recitals, promises, mutual covenants and agreements herein contained, the parties agree as follows:

1. Warranties of Parties.

(a) Annexor.

(i) Annexor is the legal and equitable owner of that certain portion of the Annexation Property, as more particularly described in **Exhibit A-1**.

(b) Town of Firestone

(i) The Town of Firestone is a Colorado statutory municipality and has the power to take all actions required to authorize this Agreement and to carry out the obligations hereunder.

2. Annexation. The annexation of the Annexation Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended, the Firestone Municipal Code and all applicable laws.

(a) Conditions Precedent. Annexation of the Property shall not become effective, and neither the Annexor nor the Town shall record or cause to be recorded the items described in C.R.S. § 31- 12- 113(2)(a)(II)(A) or this Agreement, until all of the following conditions have been satisfied (it being acknowledged that the Town shall record the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

- (i) The Annexor and the Town have mutually executed and delivered this Agreement;
- (ii) The ordinance approving the annexation of the Property has become effective in accordance with the provisions of the Firestone Development Code; and
- (iii) The Board of Trustees approves Residential A (R-A) and Neighborhood Center (NC) zoning for the Property.

(b) Failure of Conditions. Until the conditions precedent set forth in subparagraph 2.a have been satisfied, this document shall constitute an offer by the Annexor and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Annexor nor the Town shall record or cause to be recorded this Agreement or the items described in C.R.S. § 31- 12- 113(2)(a)(II)(A).

3. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Annexor upon the initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Firestone Development Code and Firestone Municipal Code, as amended.

4. Consent to Annexation. Annexor hereby consents to the annexation of the Property subject to the terms of any Petition for Annexation filed with the Town, pursuant to C.R.S. § 31- 12-107(1), and this Agreement.

5. Zoning.

(a) Annexor hereby consents to the zoning of the Property as Residential A (R-A) and Neighborhood Center (NC), in accordance with the Town's established zoning designations. Initial zoning of the Property shall be considered simultaneously with the Petition for Annexation by the Town as allowed by the Colorado Municipal Annexation Act of 1965.

(b) Because the zoning of property in Colorado constitutes legislative action by a municipality, nothing in this Agreement shall be construed to be an agreement, commitment, or contract binding the Town to approval of any specific zoning. Moreover,

nothing in this Paragraph shall constitute or be interpreted as a waiver or abrogation of the Town's legislative, governmental, or police powers to later rezone the Property to promote and protect the health, safety and general welfare of the Town or its inhabitants.

6. Application of Town Laws. Except as expressly provided herein, all Town ordinances, regulations, policies, and procedures, and all requirements contained in the Firestone Development Code and Firestone Municipal Code, currently in effect and as the same may be amended from time to time, shall be applicable to the use and development of the Property, upon annexation.

7. Water Services. The Town will provide water services to the Annexation Property, if Annexor satisfies all requirements of the Firestone Development Code or Firestone Municipal Code including, but not limited to, the dedication of water rights and/ or the payment of fees in lieu thereof, and the construction of water lines and facilities necessary to service the land use proposed for the Property.

(a) No Vested Rights. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANNEXOR HAS NO CLAIM OR ENTITLEMENT TO RECEIVE WATER UTILITY SERVICES FROM THE TOWN OR RIGHT TO ANY PORTION OF THE SUPPLY OF WATER OR CAPACITY IN THE TOWN'S WATER SYSTEM TO SERVE THE POTENTIAL MAXIMUM DEVELOPMENT OF THE PROPERTY OR FUTURE SUBDIVISION PHASES UNDER THIS AGREEMENT. Annexor acknowledges and agrees that no vested property rights are granted by this Agreement. Further, Annexor hereby waives and releases any common law vested rights, whether known or unknown, suspected or unsuspected, contingent or fixed, relating to water treatment and conveyance capacity, which Annexor may or might hereafter have or acquire against the Town arising from or relating to the granting of any land-use approvals, building permits, certificates of occupancy, or the construction of public improvements.

(b) System Connection. Annexor acknowledges and agrees that capacity in the Town's water system may not be available or capable of serving the potential maximum development of the Property, and that the Town is not making and it expressly disclaims any express or implied warranty, representation, or commitment of any kind that the Property is capable of receiving water utility services from the Town, to sell or furnish utility services or extend utility infrastructure to the Property for future development, or to make available capacity from the existing Town water utility system sufficient to meet the projected water needs of the Property or any future development of the Property.

(c) No Guarantee of Water. Nothing in this Agreement shall be construed to provide or warrant, and the Town specifically disclaims, and that it is obligated under this Agreement to supply any guaranteed minimum or maximum volume or quantity of potable water to the Property at any time, nor is the Town making any express or implied warranty, representation, or commitment of any kind regarding the available supply, flow rates or quantity of potable water.

(d) Existing Central Weld Connections. Upon development of the Annexation Property and conditioned upon the Town committing to provide water services for the benefit of the Annexation Property, Annexor shall terminate any and all existing Central Weld County Water District water service connections to the Annexation Property, and shall take any and all other steps as necessary to effectuate a change of service provider for the Annexation Property to the Town.

7. Sewer Services. Town does not provide wastewater services to the Annexation Property, and Annexor acknowledges that the Town has no obligation under this Agreement to provide sewer service to the Annexation Property upon annexation. Annexor is directed to St. Vrain Sanitation District for the provision of wastewater services. Annexor shall be responsible for satisfying all requirements of St. Vrain Sanitation District for the extension of wastewater services necessary to serve the land use proposed for the Annexation Property.

8. Other Services. Upon annexation, the Town shall provide all customary public safety (but excluding fire protection) and public roadway and maintenance services to the Annexation Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the Town.

9. Special District Formation. The Town will allow the formation of a special district on the Property to finance the construction of public improvements, subject to the applicable provisions of the Firestone Development Code and Firestone Municipal Code, as amended.

(a) Annexor shall submit a proposed service plan for the special district, and the Town shall review and timely act upon such service plan and the organization of the special district in accordance with C.R.S., § 32-1-204.5, and any other applicable state statutes.

10. Special District Inclusion. Upon annexation or upon thirty (30) days' written notice of the Town to Annexor, as determined by the Town, Annexor shall initiate an action necessary to assure inclusion of the Annexation Property into the Northern Colorado Water Conservancy District, the Municipal Subdistrict, Northern Colorado Water Conservancy District, the St. Vrain Sanitation District, Frederick-Firestone Fire Protection District, the Carbon Valley Recreation District (if the Property is not yet within one or more of these district), and any other special districts as determined by the Town.

11. Special District Exclusion.

(a) Upon annexation, Annexor will initiate and diligently pursue actions necessary to assure exclusion of the Annexation Property from any and all special districts that provide municipal services to the Annexation Property of a type described in sections 7 and 8; provided, however, that Annexor shall not be required to complete any such exclusion until such time that the Town or the special districts are able to actually provide such services to the Annexation Property.

(b) Upon annexation, the Town may, at its option, initiate actions necessary to

assure exclusion of the Property from any and all special districts that provide municipal services to the Annexation Property of a type described in sections 7 and 8. The Annexor shall bear the related costs and legal fees for said exclusion, including any amounts as may be required to pay to any special district to effectuate exclusion, if the exclusion proceedings are initiated within 12 months of the effective date of the annexation.

12. Land Dedication. Annexor further agrees as follows:

(a) Property Conveyance For Future Right-of-Way. Upon annexation or upon sixty (60) days' written notice of the Town to Annexor, as determined by the Town, Annexor shall convey to the Town, by special warranty deed, in fee simple absolute, free and clear of all liens and encumbrances, any, land necessary for additional future right-of-way for Frontier Street or Firestone Blvd. on the eastern and/or southern boundary of the Annexation Property, as determined by the Town in its sole and absolute discretion. In connection with the further subdivision and development of the Annexation Property, the Town may require additional dedications of rights-of-way for public streets necessary to serve the subdivided or developed Annexation Property.

13. Water Dedication. Annexor represents that there are appurtenant to the Property certain surface and/or groundwater "water rights" owned by Annexor, as more particularly described on **Exhibit B**, attached hereto and made a part of this Agreement ("the Water Rights"), Annexor further represents that the Water Rights constitute all of the water rights appurtenant to the Property, and that the Water Rights are and will be used in connection with current uses of the Property until the Property is developed.

(a) Grant of Right of First Refusal. Annexor hereby agrees to grant to the Town a right of first refusal to acquire the Water Rights owned by Annexor ("Right of First Refusal").

(b) Exercise of Right of First Refusal. Annexor will not sell the Water Rights, or any part thereof, without first offering it to the Town for purchase. The Right of First Refusal granted to the Town shall be honored by Annexor and exercised in the following manner:

- (i) If, at any time, Annexor elects to place the fee title interest in the Water Rights for sale to a third-party, or Annexor receives a bona fide third-party offer to purchase or otherwise acquire title to the Water Rights, or any part thereof, any contract which may be entered into between Annexor and such bona fide purchaser shall specifically provide that the transaction shall be subject to the Right of First Refusal set forth in this Agreement.
- (ii) In the event that Annexor enters into such contract with a bona fide third-party purchaser, the Town shall have the prior right to purchase and acquire title to the Water Rights, or the portion

thereof described in such contract, upon the same terms and conditions as therein provided or, at Annexor's option, for cash, except in the event the Water Rights are to be conveyed or purchased in conjunction with a transfer of the Annexation Property; in such case where the fee title interest in the Water Rights is to be conveyed or purchased in conjunction with the sale or purchase of the fee title interest in the Annexation Property, the Town shall have the prior right to purchase and acquire title only to the Water Rights without having to acquire the Annexation Property with the Water Rights, and if the Town exercises the right of first refusal under such circumstances, Annexor shall be required to execute and deliver a Dry-Up covenant as part of the proposed sale and conveyance of the Water Rights to the Town.

- (iii) Annexor shall submit to the Town a duplicate original of an executed contract with the bona fide purchaser, together with duplicate originals executed by Annexor of a contract between Annexor and the Town, containing the same terms and conditions as the purchase and sale contract with the third-party bona fide purchaser, except as provided in paragraph (ii) above. If, after the receipt of such documents, the Town shall fail to exercise its right of first refusal by signing and returning to Annexor within 60 days of receipt, a signed copy of said contract, Annexor shall have the right to conclude the proposed sale and conveyance on the same terms and conditions, and no other, as in the contract with the bona fide third-party purchaser.
- (iv) The Town's failure to exercise its Right of First Refusal, or its written disclaimer of such right, shall be deemed a waiver and cancellation of such Right of First Refusal if the proposed sale and conveyance to the same bona fide third party purchaser is consummated. If the proposed sale and conveyance to the same bona fide third-party purchaser is not consummated, the Right of First Refusal herein set forth shall not be deemed waived or cancelled, but shall remain in full force and effect. The Town's failure to exercise, or disclaimer of, such Right of First Refusal with respect to any transfer of less than all of the Water Rights shall not be deemed a waiver of such right with respect to that part of the Water Rights owned by Annexor after such transfer.
- (v) This Right of First Refusal shall apply to all transactions involving a conveyance of title to the Water Rights, or any portion thereof, including but not limited to a purchase, an exchange, or any other transfer of an interest in the Water Rights for consideration.

(c) Non-Transferability. This Right of First Refusal shall be deemed a right extended solely and exclusively to the Town and to no third parties whether or not affiliated with the Town. The Town shall not convey or assign, in whole or in part, any of its rights associated with this Agreement to any person or third-party without Annexor's prior written consent, which shall not be unreasonably withheld.

14. Special Provisions.

(a) Firestone Trail. Upon the further subdivision and development of the Annexation Property, Annexor or the then owner of the Annexation Property shall be responsible for the design and construction of a segment of the Town's planned, future regional multi-modal trail, Firestone Trail, beginning north of Firestone Boulevard, from Weld County Road 24 to Weld County Road 26,.

(b) Pedestrian Crossing. Upon the further subdivision and development of the Annexation Property, Annexor or the then owner of the Annexation Property, shall be responsible for the design and construction of off-site and on-site pedestrian crossings of Firestone Boulevard required by the Town for development of the Annexation Property.

15. Assignment. The rights, duties, and obligations of the Annexor hereunder may be assigned to another person or entity only with the prior written consent of the Town. In such event, the assignee shall assume all of the rights, duties, and obligations of the Annexor hereunder and the Annexor shall be correspondingly relieved from all such liabilities, duties and obligations.

16. Notices. All notices, demands or other documents required or desired to be given to either party under this Agreement shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

Town: Town Manager
Town of Firestone
9950 Park Avenue,
Firestone, CO 80504

Annexor: Denmore LLC
1942 Broadway Street, Suite 314C
Boulder, CO 80302

17. Remedies. The sole and exclusive remedies of Annexor against the Town for any breach of this Agreement shall be limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

(a) The refusal to issue any building permit or certificate of occupancy;

(b) The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

(c) A demand that the security given for the completion of any public improvements be paid or honored; and

(d) Any other remedy available at law.

18. Cooperation. This Agreement is the product of the voluntary and cooperative effort of the Parties and shall not be construed or interpreted against either Party solely on the basis of that Party having drafted any portion of this Agreement

19. Binding Effect of Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and the assigns of the respective parties. The parties' respective rights and obligations set forth in this Agreement shall constitute covenants that shall run with the land.

20. Recordation. Upon annexation of the Property, this Agreement shall be recorded in the records of the Clerk and Recorder of Weld County, State of Colorado.

21. Future Acts. Following execution of this Agreement, the parties covenant and agree that they will cooperate with each other in accomplishing the terms, conditions and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the Agreement

22. Third Parties. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended nor shall be construed of confer upon or give any other person any rights, remedy or claim under or by reason of the Agreement. The Town shall not be obligated or liable under the terms of this Agreement to any person or entity not a party hereto. Further, the Town shall not be bound by any contracts or conditions that Annexor may negotiate with third parties related to matters set forth in this Agreement.

23. Police Power. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing Codes or ordinances or as a waiver or release of the Town's legislative, governmental or police powers to promote and protect, the health, safety, morals or general welfare of the municipality or its inhabitants. This Agreement shall not prohibit the enactment by the Town of any tax, fee, ordinance, resolution, rule, or regulation which is of uniform and general application.

24. No Partnership or Agency. Notwithstanding any language in this Agreement, neither party shall be deemed a member, partner or joint venture of each other and neither party shall be responsible for the debts or liabilities of the other nor the other's contractor or agent.

25. Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the District Court for Weld County, Colorado.

26. Attorney's Fees. In the event that it is necessary to initiate legal proceedings to enforce the provisions of this Agreement, the non-prevailing party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing party, including reasonable attorney's fees.

27. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing the Property.

28. Entire Agreement. This Agreement including the Exhibits and Recitals, which are incorporated herein, set forth the entire agreement of the parties concerning the Denmore Annexation. There are no promises, terms, conditions, or obligations other than those contained herein that exist with respect to the annexation. This Agreement shall supersede all other provisions, communications, representations, or agreements, either verbal or written, between the parties with respect to the annexation and the economic incentives.

29. Waiver Limitations. A written waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

30. Headings. The headings of the sections or subsections of this Agreement are only for the convenience and reference of the parties and are not intended to define, limit, or describe the scope or intent of this Agreement.

31. Severability. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, and the parties shall cooperate to cure any such defect.

32. No Vested Property Rights. It is understood and agreed by the parties that no vested property rights are granted by this Agreement. The Annexor represents to the Town that there are no vested rights to the Annexation Property from the County of Weld or any other governmental entity. Annexor hereby waives and releases any prior vested rights which may have been so granted or acquired in Weld County so long as the Property remains annexed into the Town.

33. Disconnection. No right or remedy of disconnection of the Annexation Property from the Town shall accrue from this Agreement, other than that provided by C.R.S. § 31-12-119. In the event the Annexation Property or any portion thereof is disconnected from the Town at the

Annexor's request, the Town shall have no obligation to serve the disconnected Annexation Property.

34. Referendum. If the annexation of the Annexation Property or any portion thereof is challenged by a referendum, all provisions of the Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Annexation Property from the Town, then this Annexation Agreement shall be null and void and of no further effect. If the referendum challenge fails, then the Annexor and the Town shall continue to be bound by this Annexation Agreement.

35. Court Order. In the event that the annexation of the Property or any portion thereof is voided by Final Action ("Final Action" means that no appeal can be made or the time to appeal has expired) of a court of proper jurisdiction (such Final Action not being associated with referendum or initiative matters), the Town and the Annexor shall cooperate to cure any legal defects cited by the court or that resulted in disconnection of the Annexation Property, and immediately upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the Property to the Town pursuant to the Colorado Municipal Annexation Act of 1965. The Annexor shall reapply for annexation when the Initial Annexation Property becomes eligible for annexation as determined by the Town.

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

[Remainder of page left intentionally blank—Signature Pages to follow]

ANNEXOR:

DENMORE LLC.

By:_____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing Annexation Agreement was signed and sworn to before me by _____
_____, as _____, of Denmore LLC., a Colorado limited liability company, this
day of _____, 20__.

Witness my hand and official seal.

(Notary Public Official Signature)

(Title of office)

(Commission Expiration)

[Remainder of page left intentionally blank—Signature Pages to follow]

**TOWN OF FIRESTONE, a Colorado municipal
corporation**

By: _____
Drew Peterson, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

A PARCEL OF LAND SITUATED IN SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6th/ PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 88°49'02" WEST, A DISTANCE OF 2,640.90 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 43°58'58" WEST, A DISTANCE OF 42.55 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 88°49'02" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD, A DISTANCE OF 2,610.33 FEET;

THENCE NORTH 89°34'25" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 54.21 FEET;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 1,409.64 FEET;

THENCE NORTH 29°41'27" EAST, A DISTANCE OF 3,103.47 FEET;

THENCE SOUTH 88°04'18" EAST, A DISTANCE OF 488.56 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 00°52'27" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,472.98 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 89°33'20" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6;

THENCE SOUTH 89°41'30" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 15;

THENCE SOUTH 00°52'27" WEST, ALONG SAID NORTHERLY EXTENSION AND EASTERLY RIGHT-OF-WAY THEREOF, A DISTANCE OF 2,811.97 FEET;

THENCE SOUTH 89°33'59" WEST, A DISTANCE OF 60.02 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE SOUTH 00°51'05" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 2,619.26 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 147.334 ACRES, (6,417,888 SQUARE FEET), MORE OR LESS.

EXHIBIT A-1

A PARCEL OF LAND SITUATED IN THE EAST HALF AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 88°49'02" WEST, A DISTANCE OF 2,640.90 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 43°58'58" WEST, A DISTANCE OF 42.55 FEET TO THE **POINT OF BEGINNING**, BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 88°49'02" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD, A DISTANCE OF 2,610.33 FEET;

THENCE NORTH 89°34'25" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 54.21 FEET;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 1,409.64 FEET;

THENCE NORTH 29°41'27" EAST, A DISTANCE OF 3,103.47 FEET;

THENCE SOUTH 88°04'18" EAST, A DISTANCE OF 548.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE SOUTH 00°52'27" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,337.36 FEET;

THENCE SOUTH 89°33'59" WEST, A DISTANCE OF 60.02 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE SOUTH 00°51'05" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 2,619.26 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 145.304 ACRES, (6,329,462 SQUARE FEET), MORE OR LESS.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.c

Land Development

Meeting Date: July 13, 2022

Initiated By: Michelle Dollmaier

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 1016: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE R-A (RESIDENTIAL A) AND NC (NEIGHBORHOOD CENTER) ZONING DISTRICTS

SUMMARY

Concurrent with the annexation application, the landowner is proposing that the Denmore property be zoned to Residential-A for 139.96 acres of the site and Neighborhood Center zoning for 7.37 acres on the northwest corner of Firestone Boulevard and Frontier Street.

HISTORY AND PREVIOUS BOARD ACTION

On June 8, 2022, the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established July 13, 2022, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Ordinance 1016, an ordinance approving the Denmore Initial Zoning application.

ALTERNATIVES

n/a

ATTACHMENTS

1. Ordinance 1016
2. Staff Report
3. Denmore Zoning Map

FINANCIAL CONSIDERATIONS

n/a

ORDINANCE NO. 1016

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE R-A (RESIDENTIAL A) AND NC (NEIGHBORHOOD CENTER) ZONING DISTRICTS

WHEREAS, Denmore LLC (the “Applicant”), who is the fee owner of certain real property described in **Exhibit A**, attached hereto and incorporated herein, (the “Property”), which is approximately 147.334 acres in size, has submitted an application for the initial zoning of the Property, (the “Application”); and

WHEREAS, on July 13, 2022, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Application is complete, that the Applicant has met the applicable requirements and standards set forth in Section 16.7.4 of the Firestone Development Code, including Step 9 of Section 16.7.4.

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

Section 1. The Property described herein, which consists of approximately 147.334 acres, more or less, shall be zoned Town of Firestone R-A (Residential A) and NC (Neighborhood Center) Zoning Districts.

Section 2. The Board of Trustees certifies a change in the Zoning Map zoning the property described herein to Town of Firestone R-A (Residential A) and NC (Neighborhood Center) Zoning Districts.

Section 3. The Board of Trustees directs that a certified copy of this Ordinance be filed with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance available to the public.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this ____ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

A PARCEL OF LAND SITUATED IN SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6th/ PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 88°49'02" WEST, A DISTANCE OF 2,640.90 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 43°58'58" WEST, A DISTANCE OF 42.55 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 88°49'02" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD, A DISTANCE OF 2,610.33 FEET;

THENCE NORTH 89°34'25" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 54.21 FEET;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 1,409.64 FEET;

THENCE NORTH 29°41'27" EAST, A DISTANCE OF 3,103.47 FEET;

THENCE SOUTH 88°04'18" EAST, A DISTANCE OF 488.56 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 00°52'27" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,472.98 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 89°33'20" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6;

THENCE SOUTH 89°41'30" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 15;

THENCE SOUTH 00°52'27" WEST, ALONG SAID NORTHERLY EXTENSION AND EASTERLY RIGHT-OF-WAY THEREOF, A DISTANCE OF 2,811.97 FEET;

THENCE SOUTH 89°33'59" WEST, A DISTANCE OF 60.02 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE SOUTH 00°51'05" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 2,619.26 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 147.334 ACRES, (6,417,888 SQUARE FEET), MORE OR LESS.



Staff Report

Denmore

Initial Zoning

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

July 13, 2022

GENERAL INFORMATION

Purpose: This staff report is for the Denmore Initial Zoning, proposing Residential-A (R-A) for the majority of the site, and Neighborhood Center (NC) at the northwest corner of Firestone Boulevard and Frontier Street.

Applicant: Denmore LLC
1942 Broadway Street, Suite 314C
Boulder, CO

Location: The Denmore property is located on the northwest corner of Firestone Boulevard and Frontier Street.



Existing Conditions:

Existing Zoning: Agriculture (AG) in Weld County
Existing Use: Vacant land, agriculture, single family residential and oil/gas facilities

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	AG (Weld County)	Large lot residential
SOUTH	NC, PUD (Firestone)	Vacant land and sports complex
EAST	R-A & NC (Firestone)	Vacant land and oil/gas facility
WEST	R-A (Firestone) AG (Weld County)	Residential Vacant land

Denmore Initial Zoning – Summary:

Concurrent with the annexation application, the landowner is proposing that the Denmore property be zoned to Residential-A for 139.96 acres of the site and Neighborhood Center zoning for 7.37 acres on the northwest corner of Firestone Boulevard and Frontier Street.

The land is vacant and is currently used for agricultural purposes with oil and gas facilities along Firestone Boulevard and Frontier Street. There is also a single family detached dwelling and multiple agriculture buildings on the property.

The Initial Zoning application has been processed in accordance with C.R.S. 31-12-115, et seq., as amended and Chapter 7.4 of the FDC.

APPROVAL CRITERIA AND STAFF ANALYSIS**Initial Zoning Approval Criteria and Staff Analysis:**

The Initial Zoning application for Denmore was reviewed for compliance with the Approval Criteria from Section 16.7.4.E of the FDC. Staff makes the following findings:

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

Staff: *The proposed R-A and NC zoning promotes the health, safety, and welfare of the inhabitants of the Town.*

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

Staff: *The proposed R-A and NC zoning is generally consistent with the Town's Master Plan by proposing a mix of land use districts. In addition, future land use applications will ensure general compliance with the Master Plan.*

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

Staff: *All the above referenced services and facilities are available or are within close proximity to the subject property. In addition, review of future land use application will ensure that the stated services and facilities can be provided while maintaining existing levels of service to existing development.*

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

Staff: *The proposed R-A and NC zoning is not likely to result in significant adverse impacts upon the natural environment.*

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

Staff: *The proposed R-A and NC zoning is not likely to result in significant adverse impacts upon the property in the vicinity of this property.*

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

Staff: *The proposed uses on the Denmore property will be compatible with existing scale and uses of other properties in the vicinity of this property.*

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

Staff: *The proposed R-A and NC zoning is generally consistent with the Town's economic development goals and objectives in bringing positive growth via residential lots and revenue via a commercial parcel to the Town.*

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	June 24, 2022
Property Posted:	June 24, 2022
Letters to Adjacent Property Owners:	June 20, 2022

RECOMMENDATIONS

Town staff recommends the Board of Trustees approve draft Ordinance 1016, an ordinance approving the Denmore Initial Zoning application.



LOCATED IN THE SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO
IZ-22-013 / 144.383 ACRES

NEIGHBORHOOD CENTER (NC)

A PARCEL OF LAND SITUATED IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 88°49'02" WEST, A DISTANCE OF 2,640.90 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 43°58'58" WEST, A DISTANCE OF 42.55 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 88°49'02" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID FIRESTONE BOULEVARD, A DISTANCE OF 839.60 FEET;

THENCE NORTH 01°10'58" EAST, A DISTANCE OF 380.47 FEET;

THENCE SOUTH 89°09'31" EAST, A DISTANCE OF 837.38 FEET TO A POINT ON THE WESTERLY
RIGHT-OF-WAY OF SAID COUNTY ROAD 15;

THENCE SOUTH 00°51'05" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 385.47 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7.372 ACRES, (321,116 SQUARE FEET), MORE OR LESS.

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON FEBRUARY 01, 2022.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS ZONING MAP ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
4. BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, TAKEN TO BEAR SOUTH 88°49'02" EAST, A DISTANCE OF 2640.90 FEET.

SURVEYOR'S CERTIFICATE

_____, JAMES E. LYNCH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ZONING MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT THE ZONING PARCEL DESCRIPTION WAS PREPARED FOR ZONING PURPOSES ONLY.

FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS _____, DAY OF _____ 20____.

BY: JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE DENMORE ZONING MAP WAS APPROVED ON THE _____ DAY OF _____, 2022 BY ORDINANCE NO. _____

AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE,
HEREBY ACKNOWLEDGES SAID ZONING UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL
PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

 AZTEC CONSULTANTS, INC.	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DATE OF PREPARATION:	5-6-2022
		SCALE:	1" = 200'
AZTEC Proj. No.: 83922-03 Drawn By: RBA		S H E E T 1 O F 1	

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.d

Land Development

Meeting Date: July 13, 2022

Initiated By: Michelle Dollmaier

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 22-79: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION PLAT; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FIRELIGHT PARK MINOR SUBDIVISION PLAT

SUMMARY

Firelight Park Non-Residential Final Plat is proposing four (4) commercial lots and six (6) tracts for internal roads, future development, open space, landscaping, drainage purposes and residential development.

HISTORY AND PREVIOUS BOARD ACTION

The Firelight Park property was annexed and zoned by the Town of Firestone in March 2008.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 22-79, a resolution approving the Firelight Park Non-Residential Final Plat application with the following conditions:

1. All remaining technical corrections to the Firelight Park Non-Residential final plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
2. The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-79
2. Staff Report
3. Non-residential Firelight Park Final Plat
4. Non-residential Landscape Plan
5. Neighborhood Meeting Summary
6. PC 22-08 Non-residential final Subdivision Plat Firelight Park 06-16-2022

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-79

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION PLAT; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FIRELIGHT PARK MINOR SUBDIVISION PLAT

WHEREAS, Voyage Ventures LLC (“Applicant”), as owner of certain real property located within Firelight Park (the “Property”), has submitted a proposed minor plat for the Property, entitled “Firelight Park Minor Subdivision Plat” (the “Minor Plat”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed Minor Plat on June 16, 2022, rendered a decision recommending approval of the Minor Plat with two (2) conditions as more fully set forth in PC-22-08, dated June 16, 2022; and

WHEREAS, on July 13, 2022, the Board of Trustee conducted a public hearing on the proposed Minor Plat; and

WHEREAS, after reviewing the evidence and argument presented at the Board of Trustees, the Board of Trustees finds the proposed Minor Plat to be in substantial compliance with the technical requirements of the Firestone Development Code; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Firelight Park Minor Subdivision Plat Subdivision Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

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

Section 2. The Board of Trustees hereby approves the Firelight Park Minor Subdivision Plat, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Firelight Park Minor Subdivision Plat shall be made to the Town’s satisfaction.

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

Section 3. The Firelight Park Minor Subdivision Plat Subdivision Development Agreement between the Town of Firestone and Voyage Ventures LLC is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the Firelight Park Minor Subdivision Plat are hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the Firelight Park Minor Subdivision Plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Minor Subdivision Plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of July, 2022.

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park Minor Subdivision Plat

EXHIBIT B
Firelight Park Minor Subdivision Plat
Subdivision Development Agreement



Staff Report

Firelight Park Non-Residential Final Plat

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

July 13, 2022

GENERAL INFORMATION

Purpose: This staff report is for the Firelight Park Non-Residential Final Plat proposing 4 commercial lots and 6 tracts on approximately 70.1 acres.

Applicant: Voyage Ventures LLC.
PO Box 54
Longmont, CO

Location: The Firelight Park Non-Residential final plat is located at the northeast corner of Fairview Street and Highway 119.



Existing Conditions:

Existing Zoning: Firelight Park ODP [Regional Commercial (RC) and Residential-C (R-C)]
Existing Use: Vacant land with oil/gas operations

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	R-B (Firestone)	Vacant land, agriculture, and oil/gas operations

SOUTH	PUD (Weld County)	Commercial and light industrial
EAST	PUD (Weld County)	Manufactured homes
WEST	N-PE (Longmont)	Vacant land, manufacturing and religious assembly

Firelight Park Non-Residential Final Plat – Summary:

Firelight Park Non-Residential Final Plat is proposing four (4) commercial lots and six (6) tracts for internal roads, future development, open space, landscaping, drainage purposes and residential development.

The subject property is located on the northeast corner of Highway 119 and Fairview Street, diagonally across from the Sandstone Ranch Sports Center in the neighboring municipality of Longmont. The land is vacant and is currently used for agricultural purposes with an oil and gas facility on the northwest side of the property.

The proposed lots range from 0.89 acres to 1.63 acres in size. Since there are no minimum lot standards, the proposed plat is in conformance with the Firestone Development Code (FDC).

There are two vehicular access points into the non-residential portion of Firelight Park, one off Highway 119 and another off Fairview Street.

Pedestrian access will be provided via attached sidewalks along interior streets, a regional trail connection to the south along Highway 119, and a detached sidewalk along Fairview Street. To decrease any effects on the future residential area, a minimum of 33-foot landscape buffers are proposed.

Tract F, behind the smaller lots along Highway 119 will remain undeveloped. This tract will need to be re-platted prior to any future development. Future development of this tract can include larger box stores or additional small lots.

Tract D is intended for residential use where a preliminary plat is currently being reviewed for approval.

Public infrastructure and utilities will be extended into the property by the developer at the time of the development.

APPROVAL CRITERIA AND STAFF ANALYSIS

Non-Residential Final Plat Approval Criteria and Staff Analysis:

The Non-Residential Final Plat application for Firelight Park was reviewed for compliance with the Approval Criteria from Section 16.7.6.F of the FDC. Staff makes the following findings.

- A. The final plat is generally consistent with the Town's Comprehensive Master Plan;

Staff: *The proposed final plat is generally consistent with the regional commercial land use designations identified in the Town of Firestone Master Plan.*

- B. The final plat is generally consistent with and implements the intent of the specific zoning district in which it is located;

Staff: *The proposed final plat is consistent with the purpose and intent and specific use of RC zoning as outlined in the FDC.*

- C. As applicable, the final plat is generally consistent with the terms and conditions of any previously approved development plan;

Staff: *The layout of the final plat is generally consistent with the terms and conditions as approved in the Outline Development Plan.*

- D. The final plat complies with all applicable use, development, and design standards set forth in this FDC;

Staff: *The proposed final plat complies with the development and design standards set forth in Chapters 3, 5 and 6 of the FDC.*

- E. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development; and

Staff: *The proposed final plat provides public safety via detached sidewalks along Fairview Street and attached sidewalks via attached sidewalks along internal streets. Other facilities and services are available to the site and will be maintained at the existing level of service.*

- F. The final plat will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

Staff: *The proposed final plat will not have a significant impact on adjacent properties and a landscape buffer between the non-residential and residential portion is provided.*

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on November 10, 2021 at 6:00 pm via GoToMeeting (virtual). The required notice for the Neighborhood Meeting was provided.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	June 1, 2022
Property Posted:	June 1, 2022
Letters to Adjacent Property Owners:	June 1, 2022

RECOMMENDATIONS

Staff:

Town staff recommends the Board of Trustees approve draft Resolution 22-79, a resolution approving the Firelight Park Non-Residential Final Plat application with the following conditions:

- a. All remaining technical corrections to the Firelight Park Non-Residential final plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
- b. The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Planning and Zoning Commission:

After conducting a Public Hearing on the proposed Non-Residential Final Plat on June 16, 2022, the Planning and Zoning Commission rendered a decision recommending approval of the Non-Residential Final Plat as more fully set forth in PC-22-08.

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011

DEDICATION AND OWNERSHIP STATEMENT

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794,
RECORDED AT RECEPTION NO. 2789721,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LESS ROADS

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 2" ALUMINUM CAP STAMPED "1994 LS 25937" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP (ILLEGIBLE). SAID WEST LINE BEARS NORTH 00°44'33" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING SOUTH 89°29'45" EAST 1195.75 FEET;

THENCE SOUTH 00°45'54" WEST 2522.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- SOUTH 87°16'21" WEST 677.75 FEET;
- SOUTH 87°16'24" WEST 268.13 FEET;
- SOUTH 87°35'28" WEST 311.06 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 2591.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,053,725 SQUARE FEET, OR 70.10 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK MINOR SUBDIVISION PLAT. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER:

BY: _____ AS: _____

DATE _____ TITLE: _____

BY: _____ AS: _____

DATE _____ TITLE: _____

BY: _____ AS: _____

DATE _____ TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

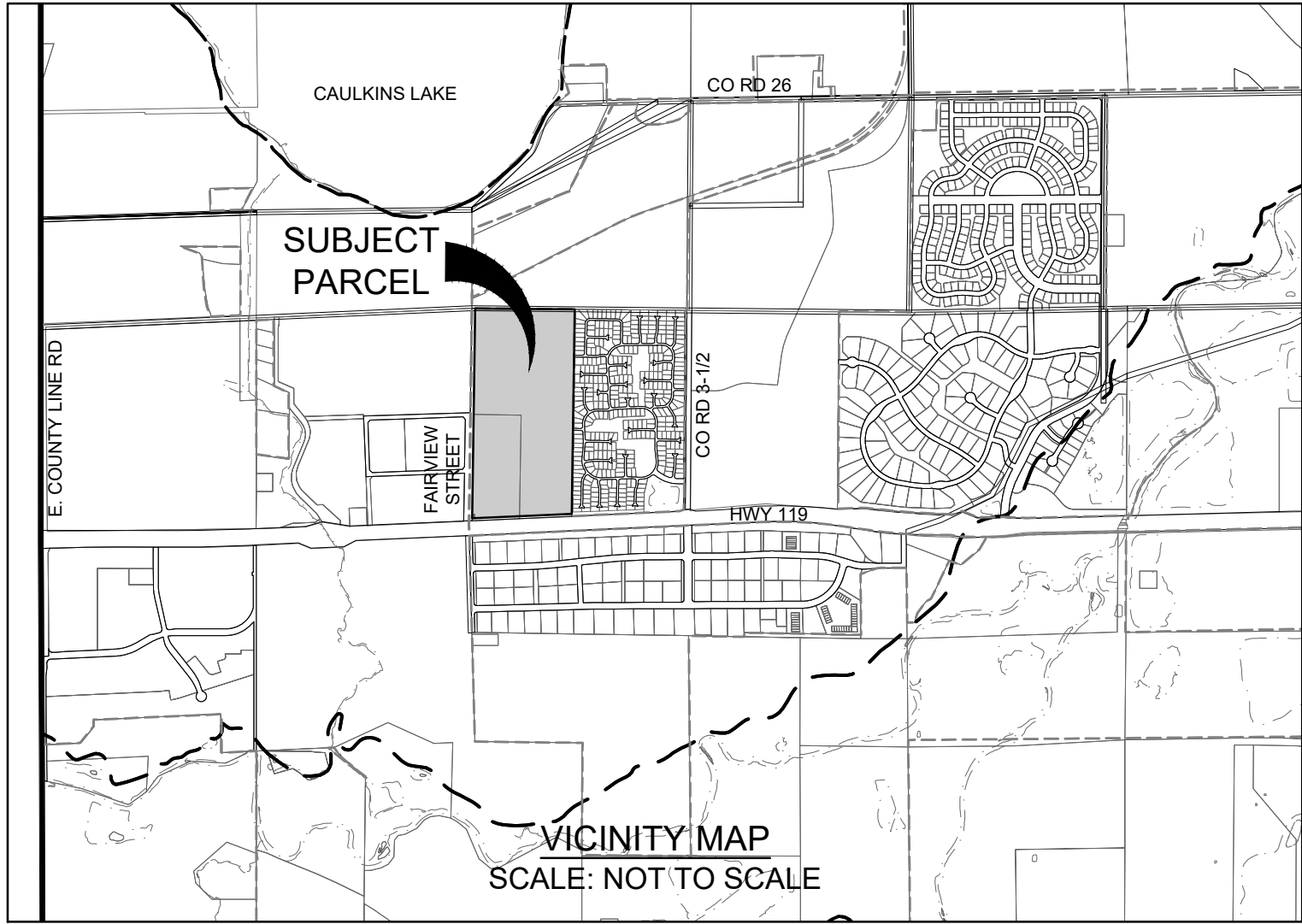
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

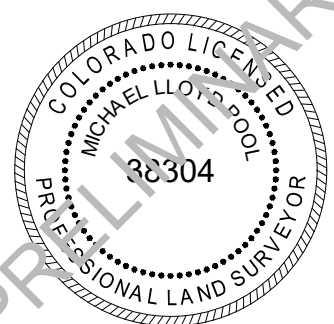
MY COMMISSION EXPIRES: _____



SURVEYOR'S CERTIFICATE:

I, MICHAEL LLOYD POOL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON (DATE OF SURVEY), BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____



MICHAEL LLOYD POOL, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38304

FOR AND ON BEHALF OF ATWELL, LLC

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

TITLE VERIFICATION CERTIFICATE

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PLAT IS TO BE KNOWN AS FIRELIGHT PARK MINOR SUBDIVISION PLAT AND IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____, PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, HELD ON THE _____ DAY OF _____, 20____.

MAYOR

ATTEST

TOWN CLERK

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACTS IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION.

FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ DATE: _____

(NOTARIZED SIGNATURE)

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER:
VOYAGE VENTURES, LLC
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

SURVEYOR:
ATWELL, LLC
143 UNION BLVD. SUITE 700
LAKEWOOD, COLORADO 80228



ATWELL
866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

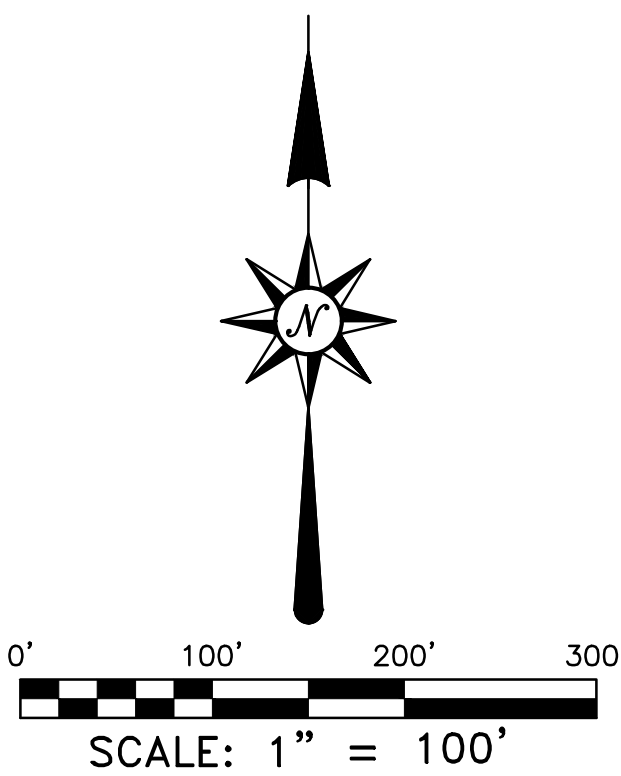
REVISIONS	
REVISED	04/30/2021
REVISED	05/06/2021
REVISED	10/14/2021
REVISED	01/03/2022
REVISED	03/01/2022

SHEET
1
OF 3

FILE NO. 18003353 MINOR SUB
DATE 12/08/20
DRAWN BY TWK
CHECK BY MLP
JOB NO. 18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- EXISTING LOT LINE TO BE VACATED
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION CORNER, AS NOTED
- FOUND MONUMENT, AS NOTED
- SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"

LAND SUMMARY CHART

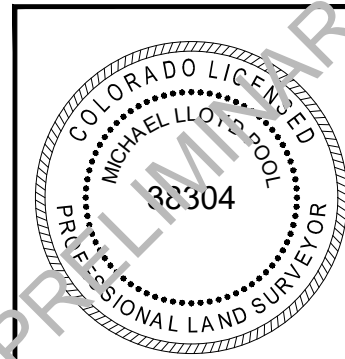
TYPE	AREA	% OF TOTAL AREA
LOTS	5.07 AC.	7.23
TRACTS	64.59 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

TRACT SUMMARY CHART

TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.55 AC.	OPEN SPACE/UTILITIES/DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38	OPEN SPACE/ACCESS/UTILITIES/DETENTION	OWNER	OWNER
C	1.26 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
D	45.65 AC.	FUTURE RESIDENTIAL DEVELOPMENT	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
E	0.79 AC.	OPEN SPACE	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
F	11.85 AC.	LANDSCAPE BUFFER ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT

WELL CHART

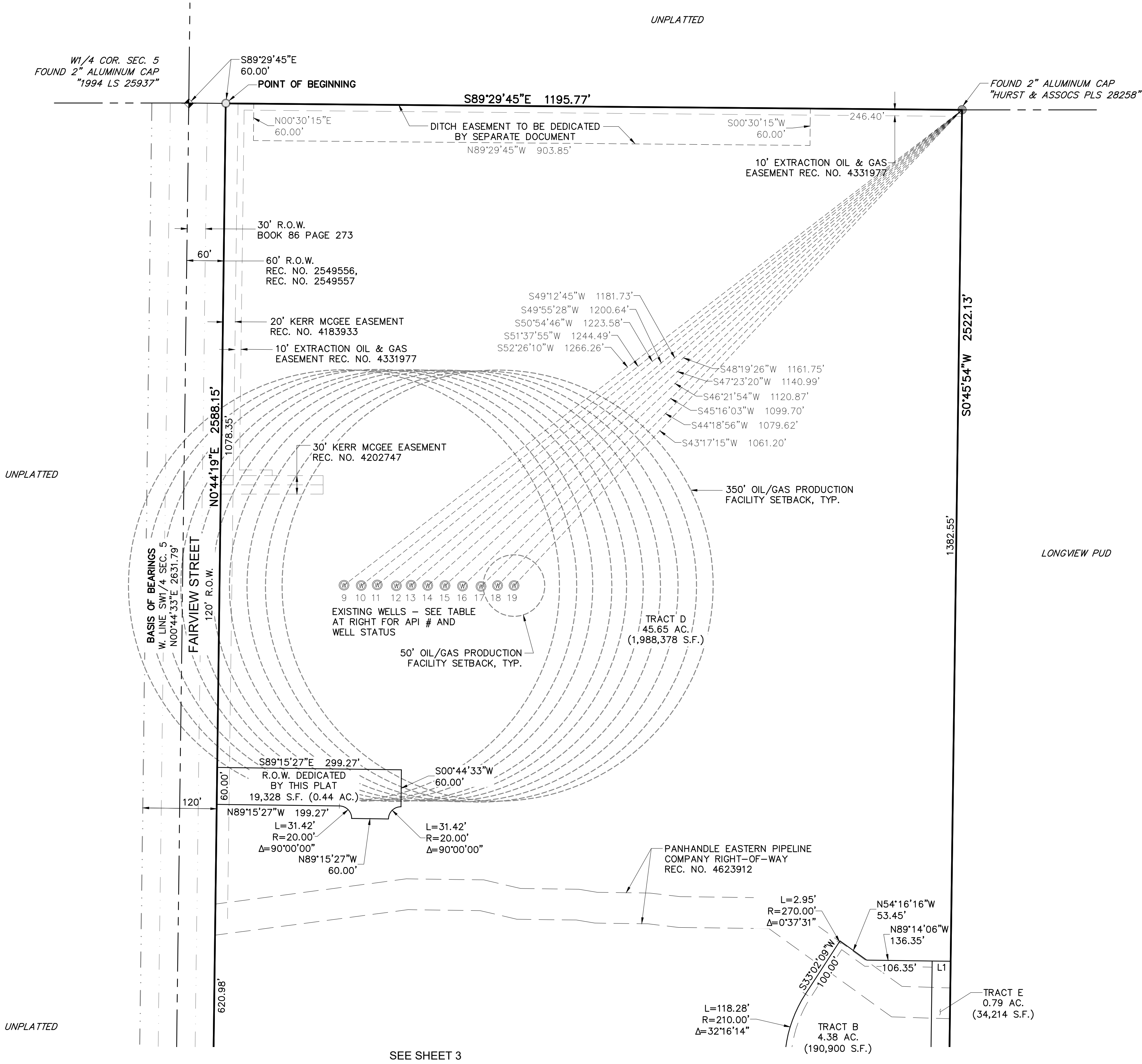
WELL #	API #	STATUS
9	123-41524	PRODUCING
10	123-41517	PRODUCING
11	123-41520	PRODUCING
12	123-41525	PRODUCING
13	123-41518	PRODUCING
14	123-41519	PRODUCING
15	123-41521	PRODUCING
16	123-41523	PRODUCING
17	123-41522	PRODUCING
18	123-41666	PRODUCING
19	123-41667	ABANDONED



REVISIONS
REVISED 04/30/2021
REVISED 05/06/2021
REVISED 10/14/2021
REVISED 01/03/2022
REVISED 03/01/2022

SHEET
2
OF 3

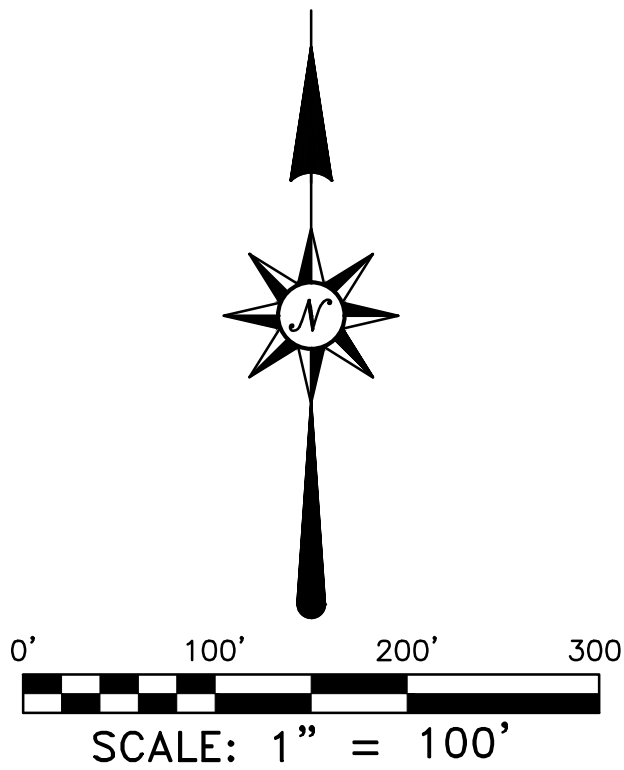
FILE NO. 18003353 MINOR SUB
DATE 12/08/20
DRAWN BY TWK
CHECK BY MLP
JOB NO. 18003353



SEE SHEET 3

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
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LEGEND

	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
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	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"

LINE DATA TABLE

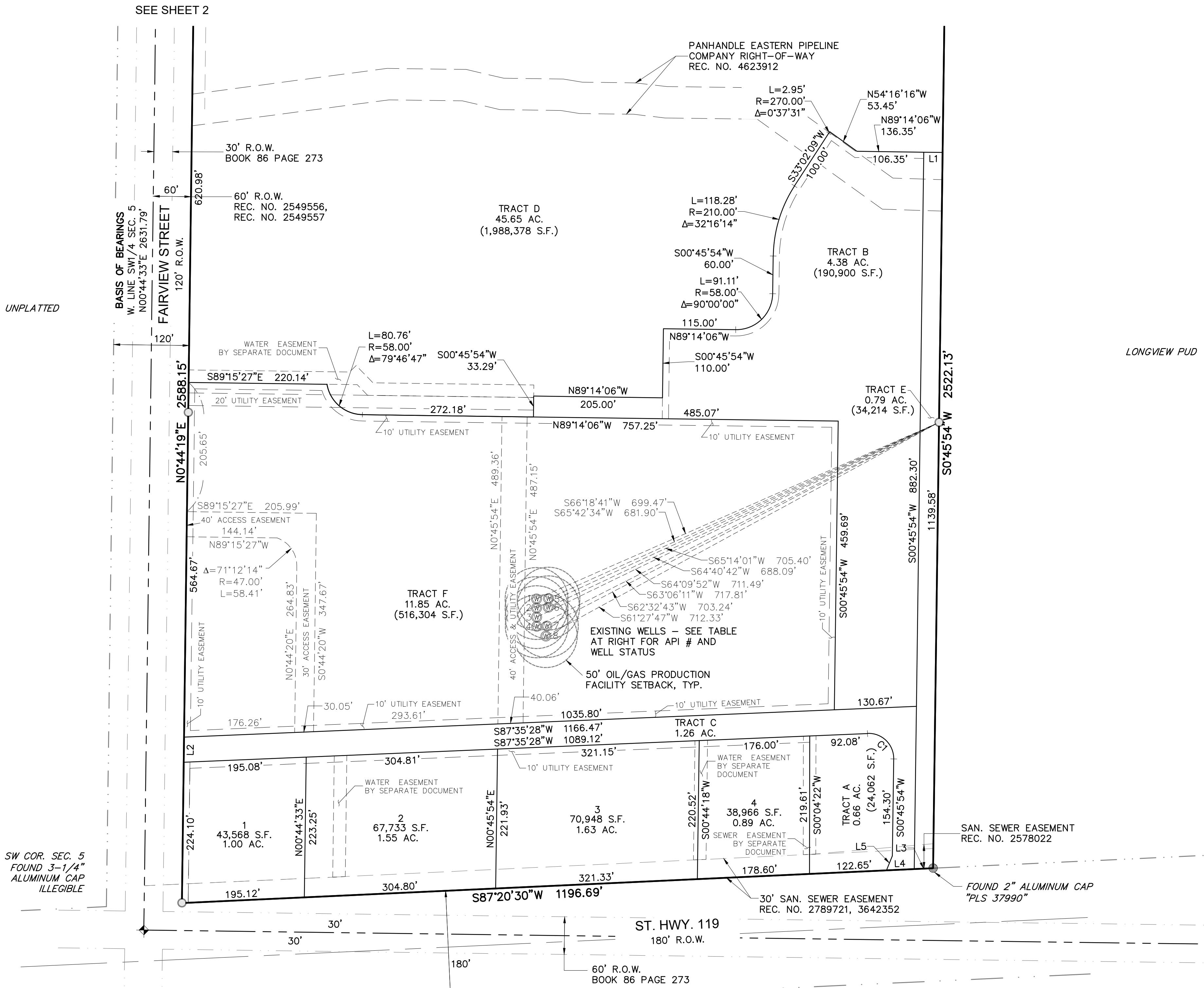
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	44.14'
L5	N22°09'51"E	24.85'

CURVE DATA TABLE

CURVE #	DELTA	RADIUS	LENGTH
C1	93°10'27"	40.00'	65.05'

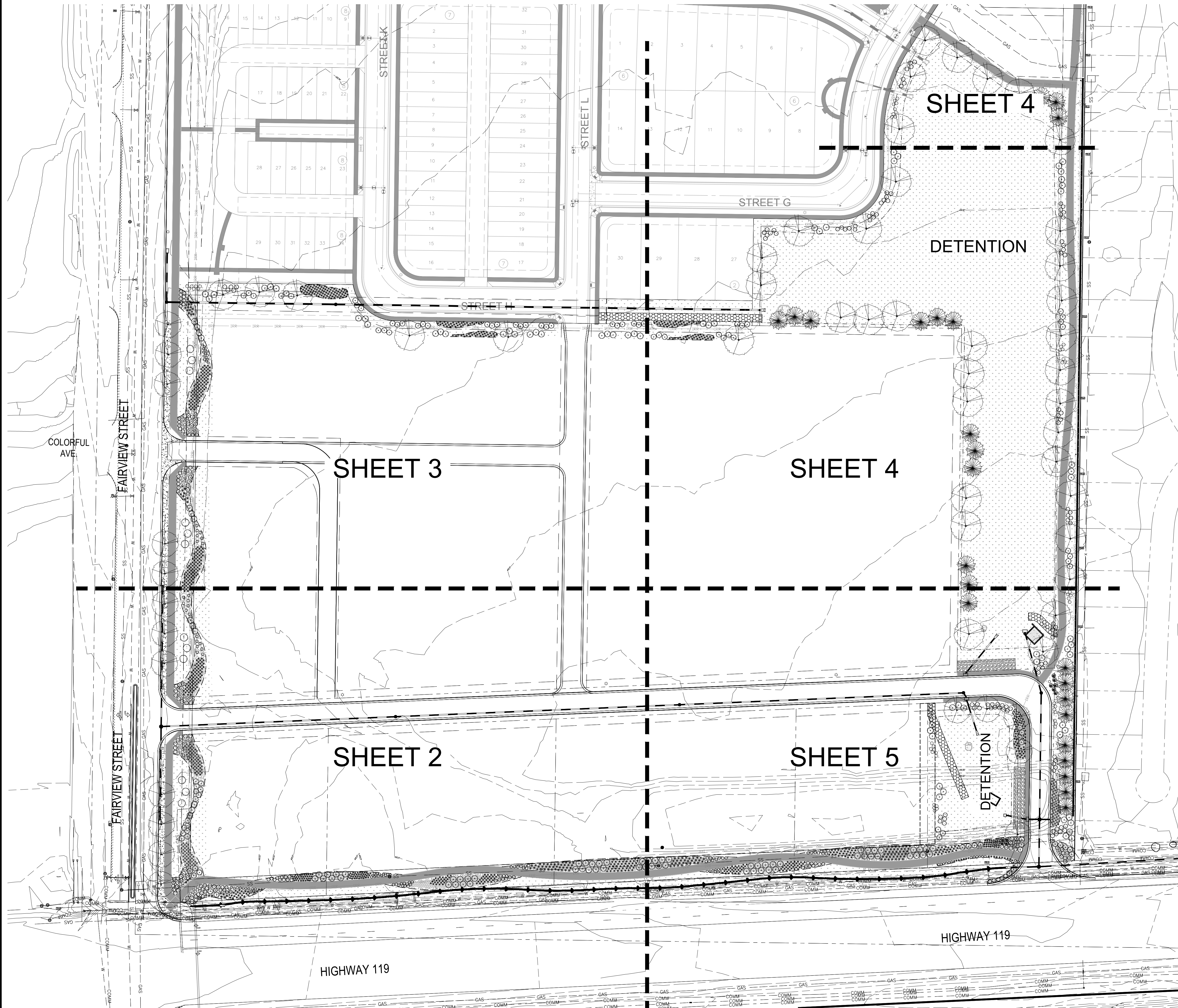
WELL CHART

WELL #	API #	STATUS
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2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED

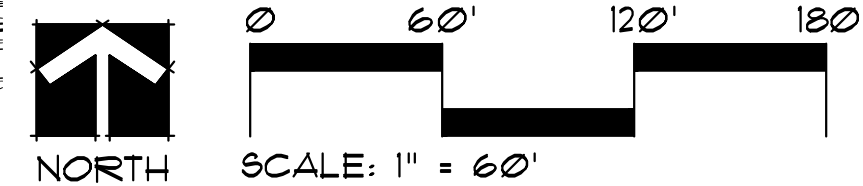


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303.462.1100

REVISIONS		SHEET 3 OF 3
REVISED	04/30/2021	
REVISED	05/08/2021	FILE NO. 18003353 MINOR SUB DATE 12/08/20 DRAWN BY TWK CHECK BY MLP JOB NO. 18003353
REVISED	10/14/2021	
REVISED	01/03/2022	
REVISED	03/01/2022	



This sheet serves as an overall reference and sheet index. See sheets 2-5 for landscape plans.



SHEET INDEX		
1	Overall Landscape Plan	
2-5	Landscape Plan	
6	Landscape Notes	

FIRELIGHT PARK
COMMERCIAL BUFFER LANDSCAPE PLAN

APPLICANT:

DREAM FINDERS HOMES
2727 BRYANT STREET, SUITE 200
DENVER, CO 80211
281.799.3727

ENGINEER:

ATWELL
143 UNION BLVD., SUITE 700
LAKEWOOD, CO 80228
303.825.7100

LANDSCAPE ARCHITECT / PLANNER:

henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2383 • henrydesigngroup.com

FAIRVIEW STREET

30' BUFFER

30' BUFFER

3-BRD
3-CBA
7-RS
3-SH
75-KFG

3-DKL
15-WLC
5-CSC

SIGHT DISTANCE TRIANGLE

7-CSC
16-WLC
3-DKL

72-SWG

7-GLS
4-SH
3-SAC
3-SS
7-GLS

LOT 1

LOT 2

30 SANITARY SEWER EASEMENT
REC. NO. 2549558
REC. NO. 2789721
REC. NO. 3642352

47-SWG
6-DKL
6-AAS
4-DBU
3-VMG
4-DKL

4-WLC
3-CSC

2-DBU
3-VMG
8-AAS
12-WLC
10-AAS

6-LBM
5-VMG

4-VMG
13-BMS
23-KFG

11-LBM
36-SWG
8-SS

38-SWG
13-BMS

30' BUFFER

9-RS
26-SWG
8-BRD

8-RS
6-LBM
13-BMS

10-SS
38-VMG

3-SS
48-KFG

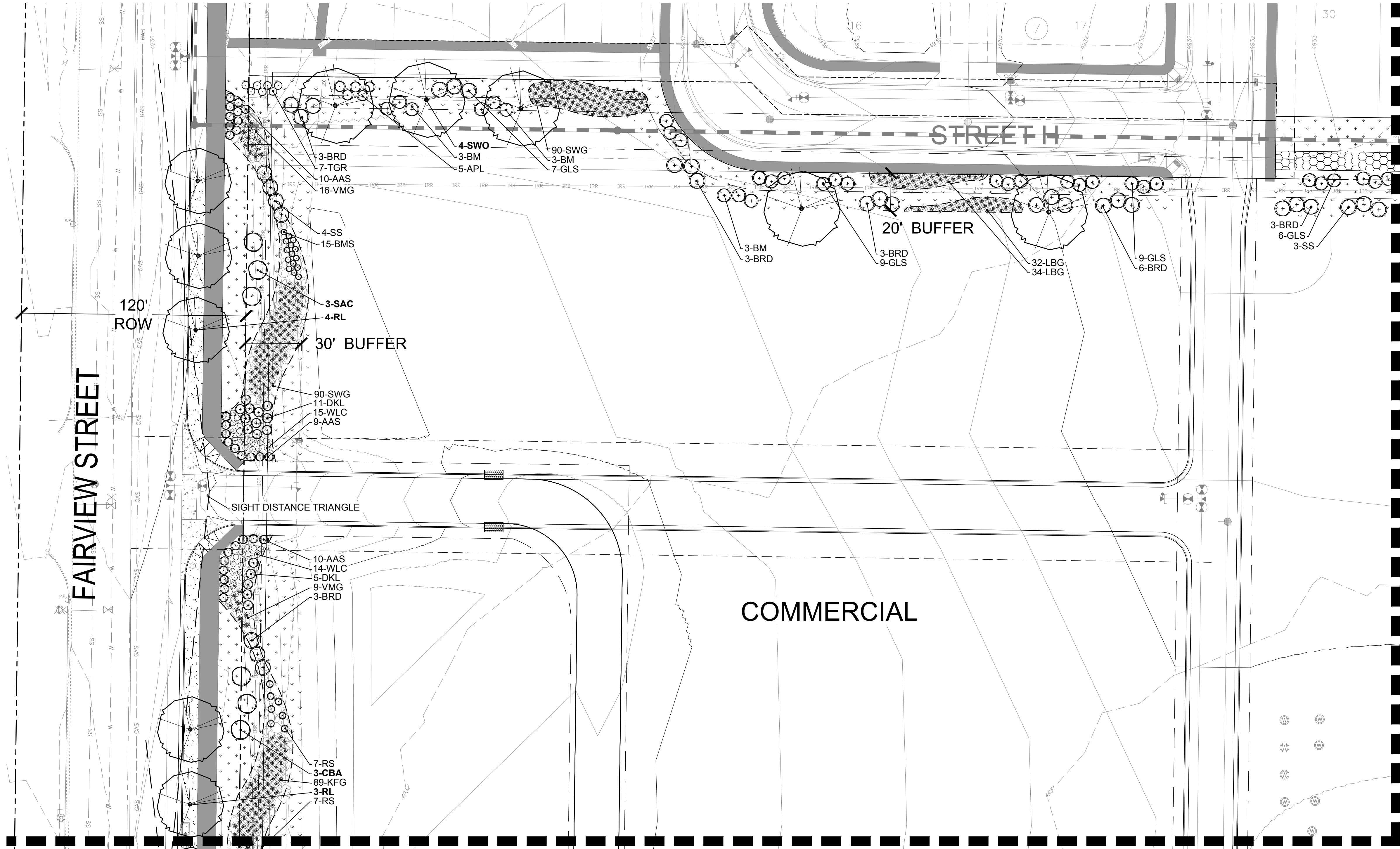
HIGHWAY 119

180' ROW

MATCHLINE SHEET 5

TRACT C





LEGEND

Shade Tree

Ornamental Tree

Evergreen Tree

Shrubs

Sod

Native Seed Mix

Rock Cobble Mulch

Bark Mulch

Edger

Street Light

Fire Hydrant

NORTH

SCALE: 1" = 30'

henny design group
LANDSCAPE ARCHITECT / PLANNER
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2383 • hennydesigngroup.com

ATWELL
ENGINEER
143 UNION BLVD., SUITE 700
LAKEWOOD, CO 80228
303.825.7100

DREAM FINDERS HOMES
APPLICANT
2727 BRYANT STREET, SUITE 200
DENVER, CO 80211
281.799.3727

FIRELIGHT PARK
COMMERCIAL BUFFER LANDSCAPE PLAN

SHEET

3 of 6

MATCHLINE SHEET 3

MATCHLINE THIS SHEET

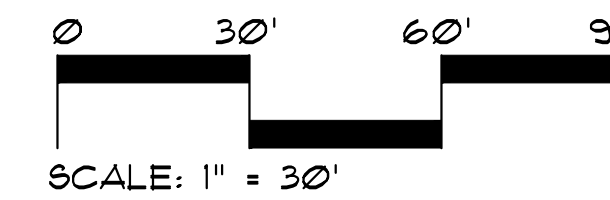
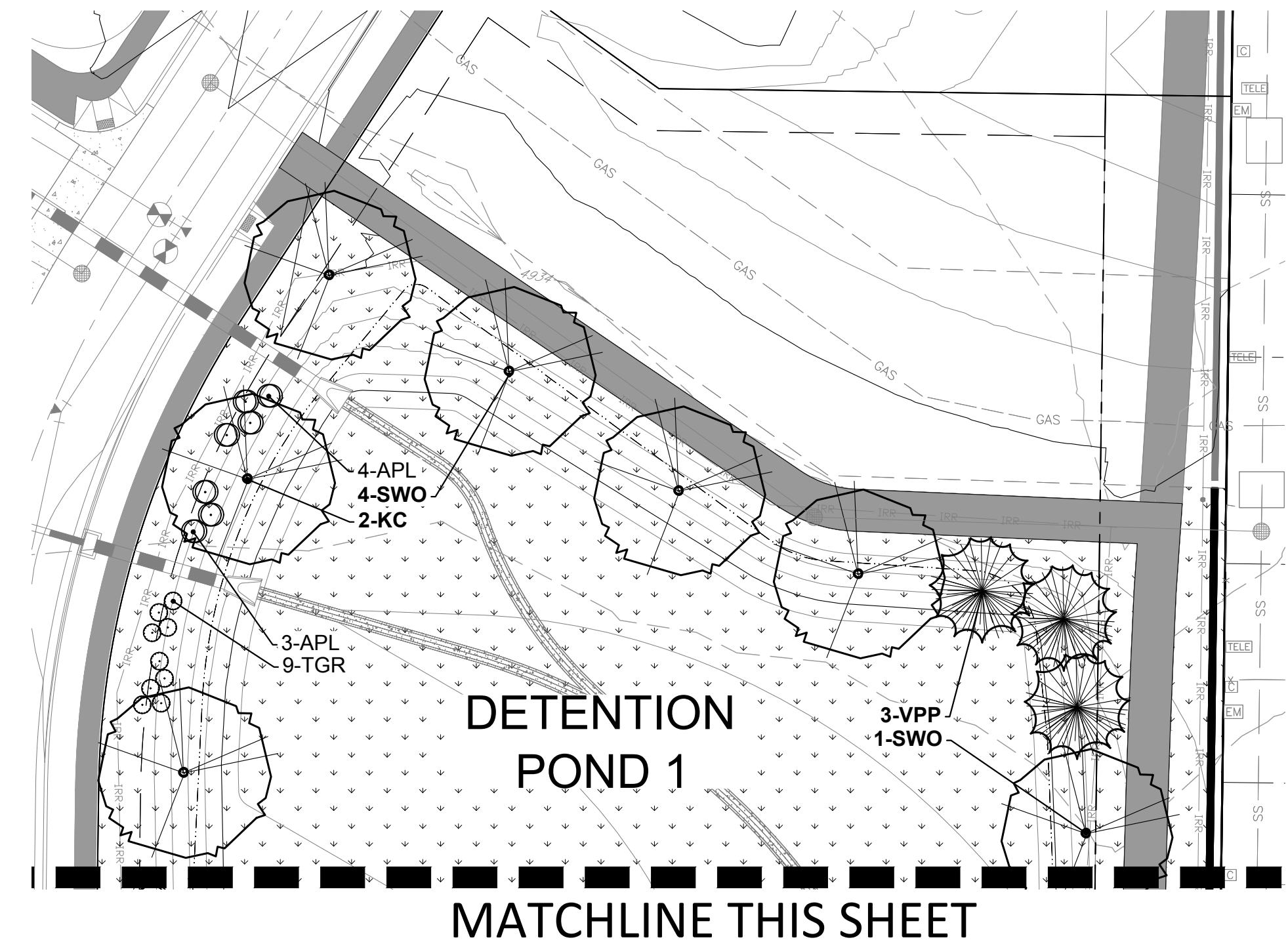
STREET G

DETENTION
POND 1

COMMERCIAL

DETENTION
POND 1

MATCHLINE SHEET 5



LEGEND

- Shade Tree
- Ornamental Tree
- Evergreen Tree
- Shrubs
- Sod
- Native Seed Mix
- Rock Cobble Mulch
- Bark Mulch
- Edger
- Street Light
- Fire Hydrant

FIRELIGHT PARK
COMMERCIAL BUFFER LANDSCAPE PLAN

SHEET

APPLICANT:

DREAM FINDERS HOMES
2727 BRYANT STREET, SUITE 200
DENVER, CO 80211
281.799.3727

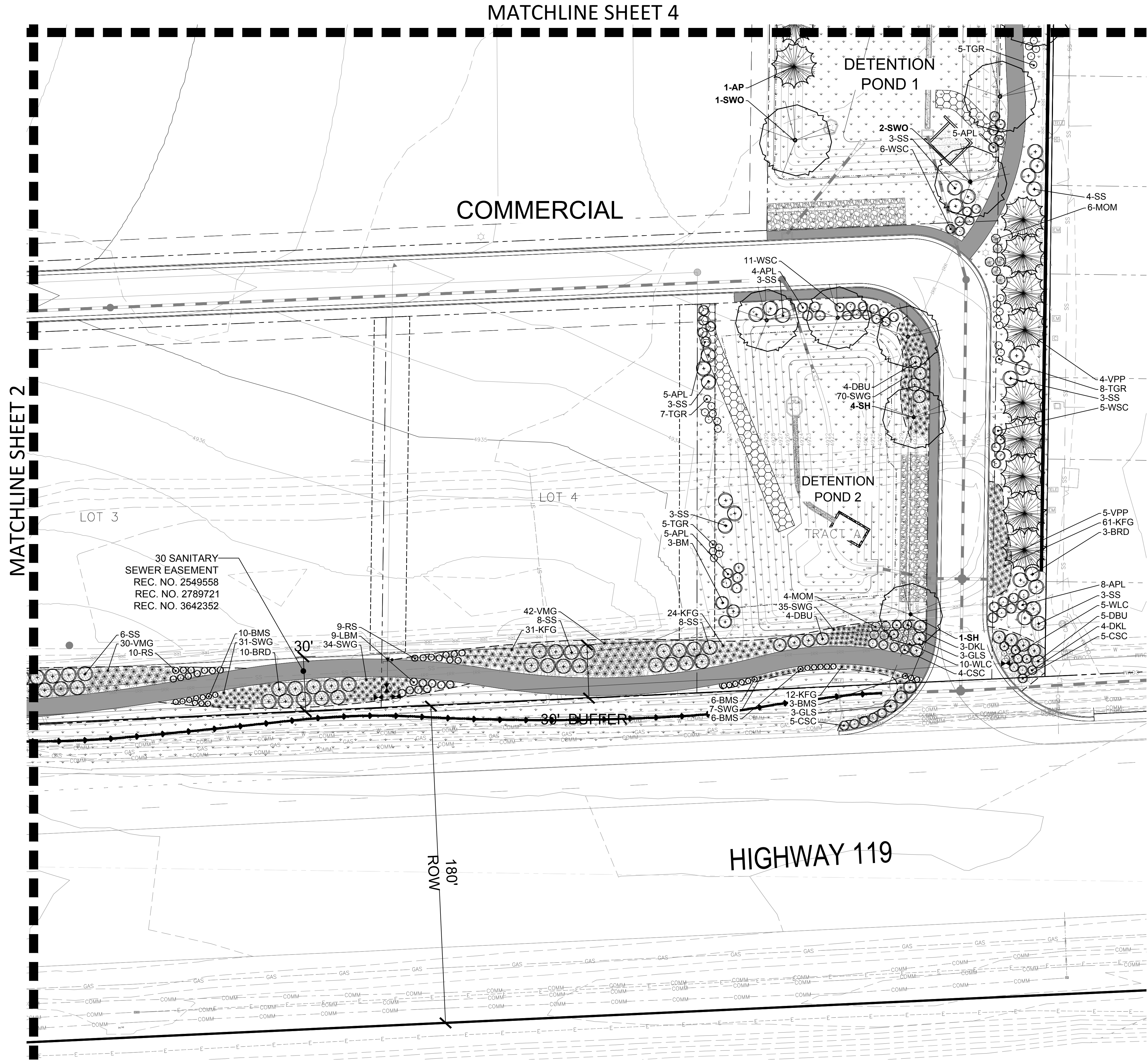
ENGINEER:

ATWELL
143 UNION BLVD., SUITE 700
LAKEWOOD, CO 80228
303.825.7100

LANDSCAPE ARCHITECT / PLANNER:

henry
design
group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C Denver, Colorado 80202
303.446.2381 • henrydesigngroup.com

DATE	NO.	NOTES
5-24-2021	1	1ST SUBMITTAL
10-21-2021	2	2ND SUBMITTAL
09-24-2022	3	3RD SUBMITTAL



LEGEND

- Shade Tree
- Ornamental Tree
- Evergreen Tree
- Shrubs
- Sod
- Native Seed Mix
- Rock Cobble Mulch
- Bark Mulch
- Edger
- Street Light
- Fire Hydrant

NORTH

SCALE: 1" = 30'

MATCHLINE SHEET 2

MATCHLINE SHEET 4

FIRELIGHT PARK
COMMERCIAL BUFFER LANDSCAPE PLAN

DATE	NO.	NOTES
5-24-2021	1	1ST SUBMITTAL
10-21-2021	2	2ND SUBMITTAL
02-24-2022	3	3RD SUBMITTAL

APPLICANT:

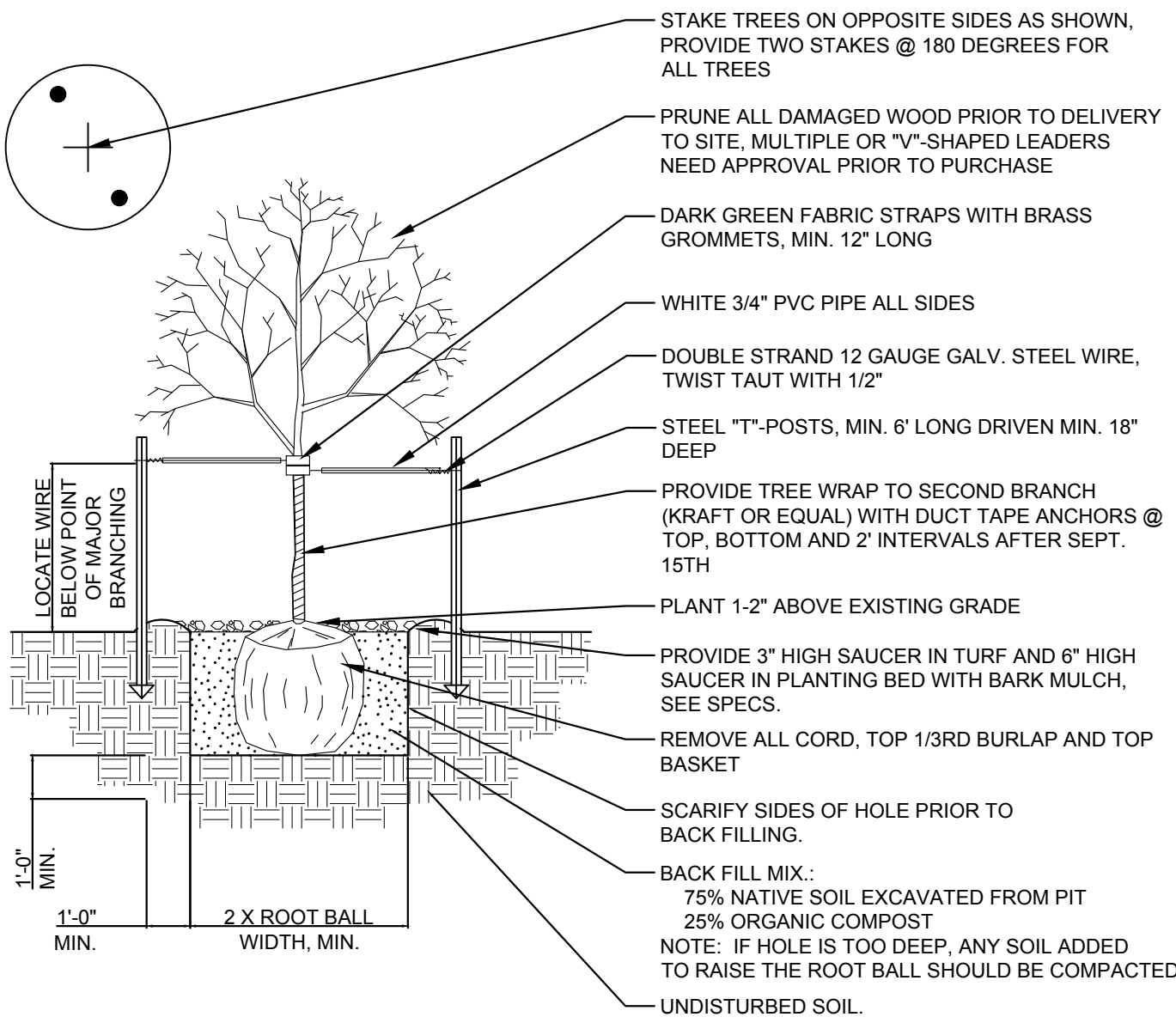
DREAM FINDERS HOMES
2727 BRYANT STREET, SUITE 200
DENVER, CO 80211
281.799.3727

ENGINEER:

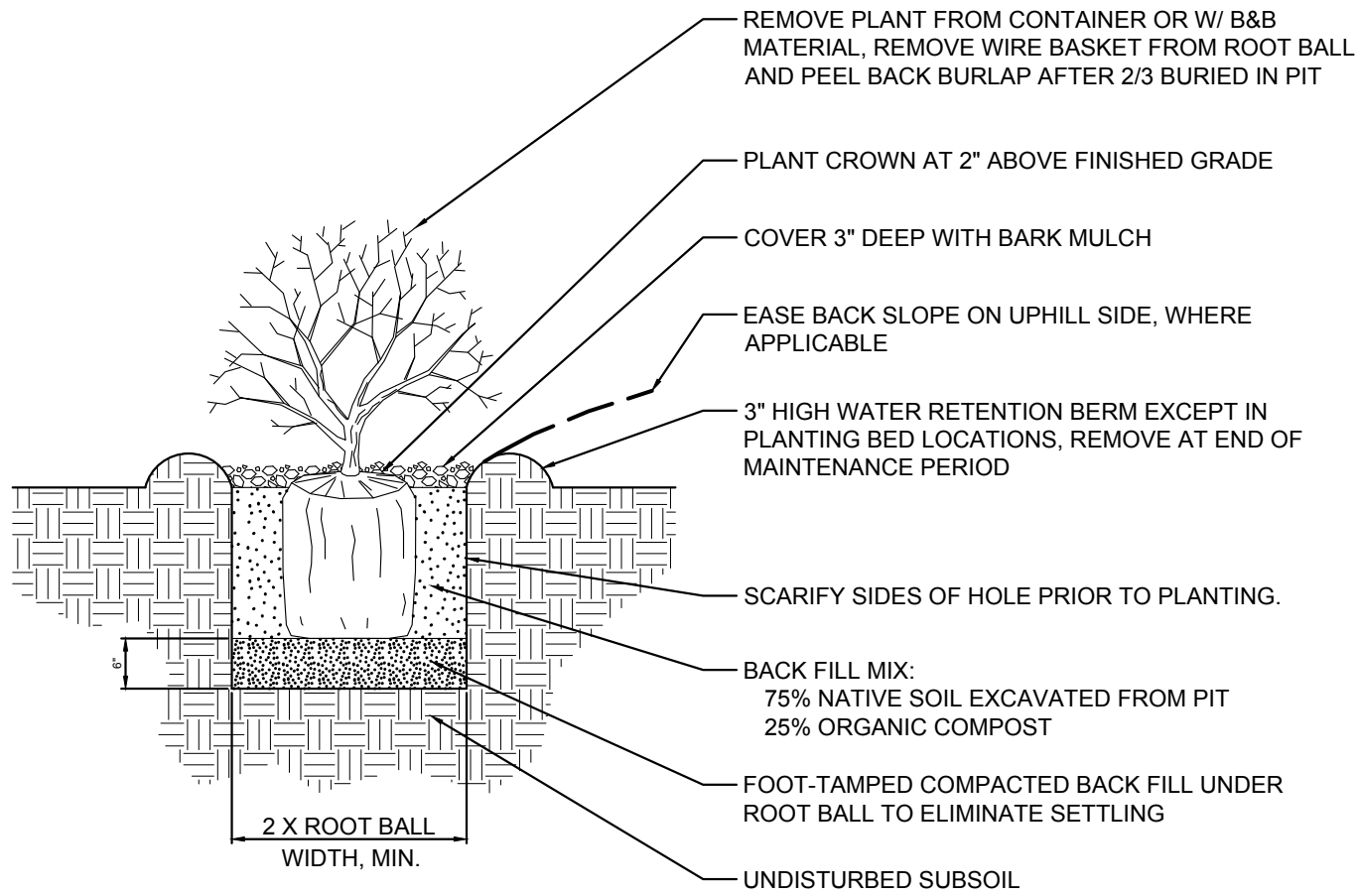
ATWELL
143 UNION BLVD., SUITE 700
LAKEWOOD, CO 80228
303.825.7100

LANDSCAPE ARCHITECT / PLANNER:

henry design group
Landscape Architecture • Planning • Entitlements
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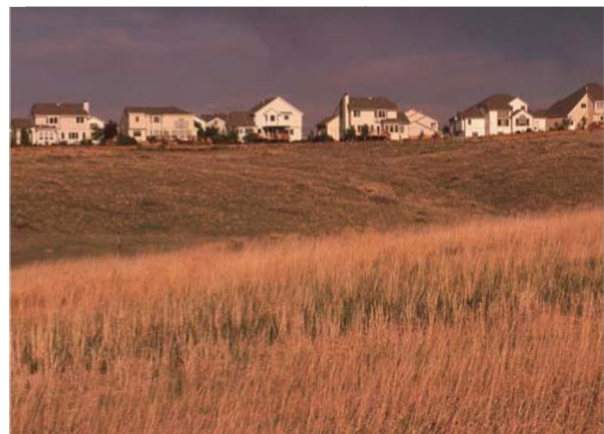
DECIDUOUS TREE PLANTING & STAKING



TYPICAL SHRUB PLANTING

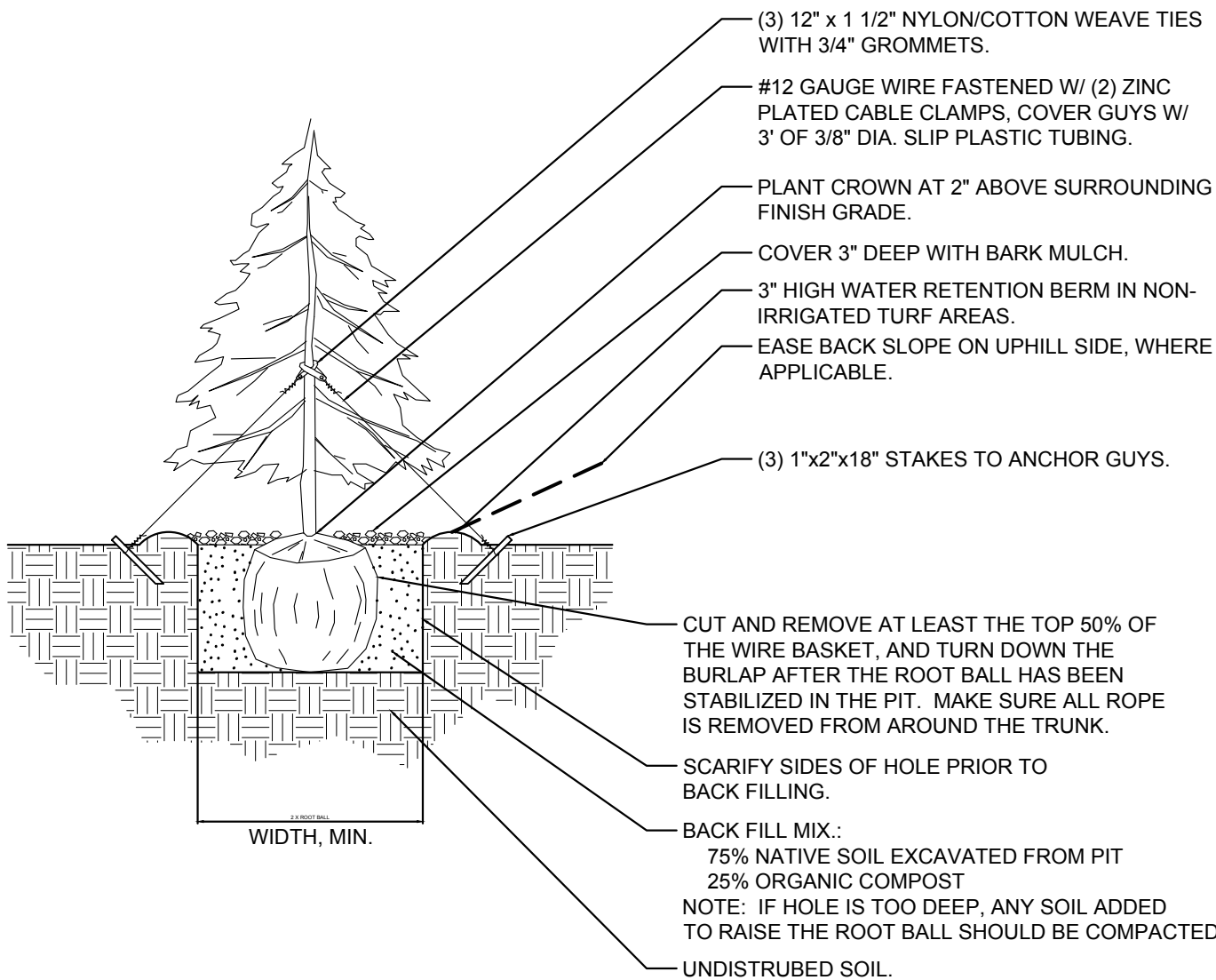
LOW GROW NATIVE SEED MIX

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.

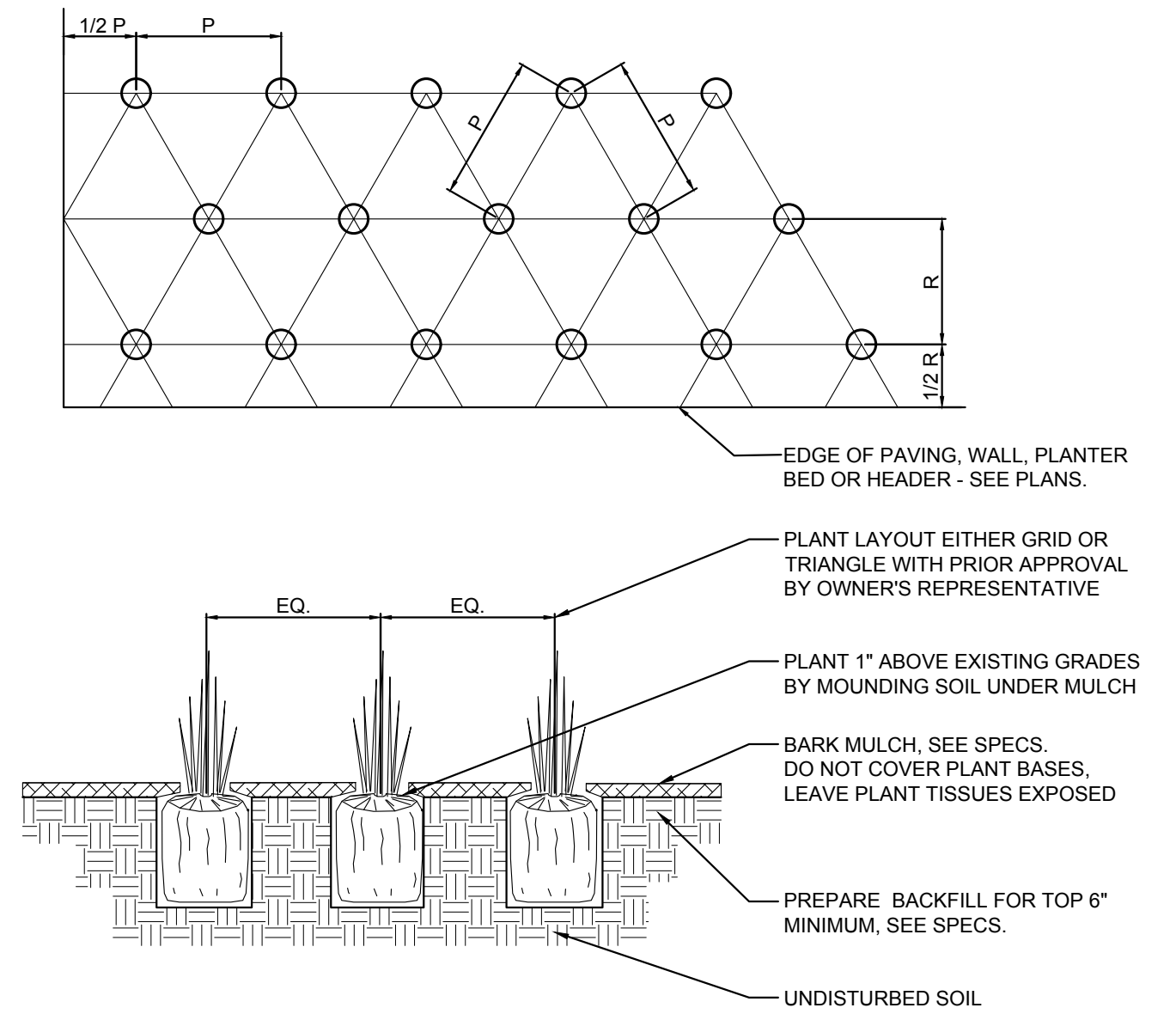


- Characteristics:**
- Grows 8-12 inches tall
 - Requires little to no maintenance
 - Grows well in elevations up to 10,000 ft
- Seeding Rate:**
- | | |
|-------------|----------------|
| New Seeding | |
| Dryland: | 20-25 lbs/acre |
| Irrigated: | 40 lbs/acre |
| Overseeding | |
| Dryland: | 10-15 lbs/acre |
| Irrigated: | 20 lbs/acre |

- Mix contains:**
- 30% **Ephraim Crested Wheatgrass**
Slightly rhizomatous bunchgrass with germination in 14-21 days. Drought resistant and winter hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.
 - 25% **Sheep Fescue**
Bunchgrass with germination in 14-21 days. Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.
 - 20% **Perennial Ryegrass**
Bunchgrass with germination in 5-10 days. One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.
 - 15% **Chewings Fescue**
Bunchgrass with germination in 7-21 days. Fine fescue that is shade tolerant and requires little water. Persists in dry soils and infertile soils.
 - 10% **Canada Bluegrass**
Sod-forming grass with germination in 14-21 days. Resistant to drought and some salinity. It is used to reclaim disturbed area such as gravel pits, cut roads, roadsides, and mines.



EVERGREEN TREE PLANTING & STAKING



TYPICAL PERENNIAL PLANTING DETAIL

SEEDING INSTALLATION

- Non-irrigated native seed grass to be crimped at time of installation to facilitate growth.
- All brands furnished shall be free from such noxious seeds as Russian or Canadian Thistle, Coarse Fescue, European Bindweed, Johnson Grass, Knap Weed and Leafy Spurge.
- The seeder shall furnish to the owner (or contractor) a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed tickets shall be provided to the Town upon request.
- If the seed available on the market does not meet the minimum purity and germination percentages specified, the installer must compensate for a lesser percentage of purity or germination by furnishing sufficient additional seed to equal the specified product. The tags from the seed mixes must be approved by the town prior to application.
- The formula used for determining the quantity of pure live seed (pls) shall be (pounds of seed) x (purity) x (germination) = pounds or pure live seed (pls).
- Permanent seed mix shall be used unless otherwise approved by the town. The use of temporary nursery crop in permanent and low grow mixes is prohibited.
- All areas to be seeded shall have native topsoil spread to a depth of at least 6 inches (loose depth).
- Soil amendments shall be in compliance with the Town's landscape regulations. Minimum soil amendments shall be 3 cubic yards of organic matter per 1,000 square feet of seeded areas, and shall be tilled to a minimum depth of 6 inches.
- Soil is to be thoroughly loosened (tilled) to a depth of at least 6 inches prior to seeding. The top 6 inches of the seed bed shall be free of rocks greater than 4 inches and soil clods greater than 2 inches. Seeding over any compacted areas that haven't been thoroughly loosened shall be rejected. Seed beds shall be free of weeds.
- If the installer demonstrates to the town that it is not possible to drill seed, seed is to be uniformly broadcast at two times the drilled rate, then lightly harrowed to provide a seed depth of approximately 1/4 inch, then rolled to compact, then mulched as specified above.
- Seeding shall be completed within 30 days of initial exposure or 7 days after grading is substantially complete in a given area (as defined by the town). This may require multiple mobilizations for seeding.

PLANT LIST

SHADE TREES					
Qty.	Sym.	Scientific Name	Common Name	Size	Water Use
10	CH	Celtis occidentalis	Common Hackberry	2" cal. B&B	Low Hydro
5	NSM	Acer truncatum x platanoides 'Keithsform'	Norwegian Sunset Maple	2" cal. B&B	Low Hydro
5	RL	Tilia americana 'Redmond'	Redmond Linden	2" cal. B&B	Low Hydro
12	SH	Gleditsia triacanthos var. inermis 'Shademaster'	Shademaster Honeylocust	2" cal. B&B	Low Hydro
20	SWO	Quercus bicolor	Swamp White Oak	2" cal. B&B	Low Hydro
ORNAMENTAL TREES					
6	CBA	Malus 'Coralburst'	Coralburst Crabapple	1.5" cal. B&B	Low Hydro
6	SAC	Malus sargentii	Sargent Crabapple	1.5" cal. B&B	Low Hydro
12					
EVERGREEN TREES					
12	AP	Pinus nigra	Austrian Pine	8' Height	Low Hydro
12	VPP	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramidal Pine	8' Height	Low Hydro
24					
SHRUBS					
Qty.	Sym.	Scientific Name	Common Name	Size	
45	AAS	Rhus trilobata 'Autumn Amber'	Autumn Amber Sumac	5 Gallon	Low Hydro
62	APL	Fallugia paradoxa	Apache Plume	5 Gallon	Xeric
27	BM	Philadelphus lewisii 'Blizzard'	Blizzard Mockorange	5 Gallon	Low Hydro
66	BMS	Caryopteris x clandonensis 'Blue Mist'	Blue Mist Spirea	5 Gallon	Low Hydro
48	BRD	Cornus stolonifera 'Bailey'	Bailey Redtwig Dogwood	5 Gallon	Low Hydro
36	CSC	Prunus besseyi 'Pawnee Buttes	Creeping Sand Cherry	5 Gallon	Xeric
19	DBU	Euonymus alatus 'Compactus'	Dwarf Burning Bush	5 Gallon	Moderate
39	DKL	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	5 Gallon	Low Hydro
47	GLS	Rhus aromatica 'Gro-Low'	Gro Low Sumac	5 Gallon	Low Hydro
35	LBM	Cytisus x 'Lena'	Lena Broom	5 Gallon	Xeric
10	MOM	Cercocarpus montanus	Mountain Mohagony	5 Gallon	Xeric
60	RS	Perovskia atriplicifolia	Russian Sage	5 Gallon	Low Hydro
94	SS	Amelanchier alnifolia	Saskatoon Serviceberry	5 Gallon	Low Hydro
48	TGR	Chrysothamus nauseous graveolens	Tall Green Rabbitbrush	5 Gallon	Xeric
45	WSC	Prunus besseyi	Western Sand Cherry	5 Gallon	Low Hydro
681					
PERENNIALS & ORNAMENTAL GRASSES					
363	KFG	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 Quart	Low Hydro
130	LBG	Schizachyrium scoparium	Little Bluestem Grass	1 Quart	Xeric
593	SWG	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 Quart	Low Hydro
150	VMG	Miscanthus sinensis 'Variegatus'	Variegated Maiden Grass	1 Quart	Low Hydro
93	WLC	Nepeta x faassenii 'Walker's Low'	Walkers Low Catmint	1 Quart	Low Hydro
1329					

GENERAL LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH AAN (AMERICAN ASSOCIATION OF NURSERYMAN) SPECIFICATIONS FOR NUMBER ONE GRADE.
- ALL TURF AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES TO BE IRRIGATED WITH AN AUTOMATIC DRIP IRRIGATION SYSTEM, OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE WATER REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
- ALL PLANTS TO BE MULCHED IMMEDIATELY NEARBY WITH BARK MULCH, SHREDDED CEDAR TO A DEPTH OF 3" OVER WEED BARRIER FABRIC. PLANTING BEDS TO BE MULCHED AS SPECIFIED ON THE PLAN WITH EITHER BARK MULCH OR ROCK COBBLE. ROCK MULCH SHALL CONSIST OF 1-1/2" DIAMETER ROCK TO A DEPTH OF 3" AND SHALL BE PLACED OVER A WEED BARRIER FILTER FABRIC.
- ALL PLANTING BEDS ADJACENT TO DRYLAND SEEDDED AREAS OR SOD AREAS SHALL BE SEPARATED WITH 1/8" X 4" ROLLED TOP STEEL EDGER.
- OWNER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS BY OTHER CONSULTANTS SO THE PROPOSED GRADING, STORM DRAINAGE OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- MINOR CHANGES IN SPECIES AND PLANT LOCATIONS MAY BE MADE DURING CONSTRUCTION AS REQUIRED BY SITE CONDITIONS OR AVAILABILITY OF MATERIAL. OVERALL QUALITY AND DESIGN CONCEPT SHALL BE CONSISTENT WITH APPROVED LANDSCAPE PLANS. ANY CHANGES WILL BE PROVIDED TO THE OWNER FOR REVIEW AND APPROVAL.
- PRIOR TO INSTALLATION OF PLANT MATERIAL & SOD, CONTRACTOR SHALL THOROUGHLY LOOSEN ALL AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION. CONTRACTOR TO THOROUGHLY INCORPORATE SIX CUBIC YARDS OF COMPOST OR COMPOSTED WEED FREE MANURE PER 1,000 SQUARE FEET TO BED AND SOD AREAS. AREAS TO BE NATIVE SEEDDED TO RECEIVE FOUR CUBIC YARDS OF AMENDMENT. ORGANIC MATERIAL TO HAVE THE FOLLOWING CHARACTERISTICS:
 - ORGANIC MATTER: 25% OR GREATER
 - SALT CONTENT: 3.0 MMHOS/CM MAX.
 - pH: 8.5 MAXIMUM
 - CARBON TO NITROGEN RATIO 10:1 TO 25:1CONTRACTOR WILL PROVIDE A NUTRIENT TEST FROM THE LAST 3 MONTHS PRIOR TO SPREADING. MOUNTAIN PEAT, ASPEN HUMUS, GYPSUM AND SAND WILL NOT BE ACCEPTED.
- TURF GRASS WILL BE SODDED WITH DROUGHT TOLERANT TURF MASTER™ NATURE'S PRAIRIE.
- TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING.

DATE	NO.	NOTES
5-24-2021	1	1ST SUBMITTAL
10-21-2021	2	2ND SUBMITTAL
09-24-2022	3	3RD SUBMITTAL



Landscape Architecture • Planning • Entitlements

FIRELIGHT PARK

Virtual Neighborhood Meeting

November 10, 2021

Attended by approximately 10 adjacent owners and the design/development team.

DISCUSSED:

- Concern with the trail along their western property line. Will there be a buffer?
- Longview does not have fences - trespassing is a concern
- Height of the proposed homes?
- Too much traffic on Hwy. 119
- Are there protective measures for homes near the O/G facilities
- Sound protection from the compressors
- Concern with fire as there is no connection from Firelight Park to Longview
- Concern with their water source from the Oligarchy Ditch
- Longview is a dead end on the north. Will there be a connection made?
- Question regarding access to the commercial

Tools Identify Measure Draw Advanced

Layers Home Legend Results Show

Rectangle Enable Buffering Enable Add Results Enable Subtract Results Identifiable Layers

← Parcels (633)

☆ Owner: ABDALLA AMRO M > ...

Account: M0002401 Parcel: 131305000048
Address: 3357 MESA VERDE 165 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: ABDALLA PENNY M > ...

Account: M0002401 Parcel: 131305000048
Address: 3357 MESA VERDE 165 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: MOULTON BRIAN SCOTT > ...

Account: M0002501 Parcel: 131305000048
Address: 3354 MESA VERDE 160 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: SEDLACK TRUST > ...

Account: M0016401 Parcel: 131305000048
Address: 3374 BIG BEND 194 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

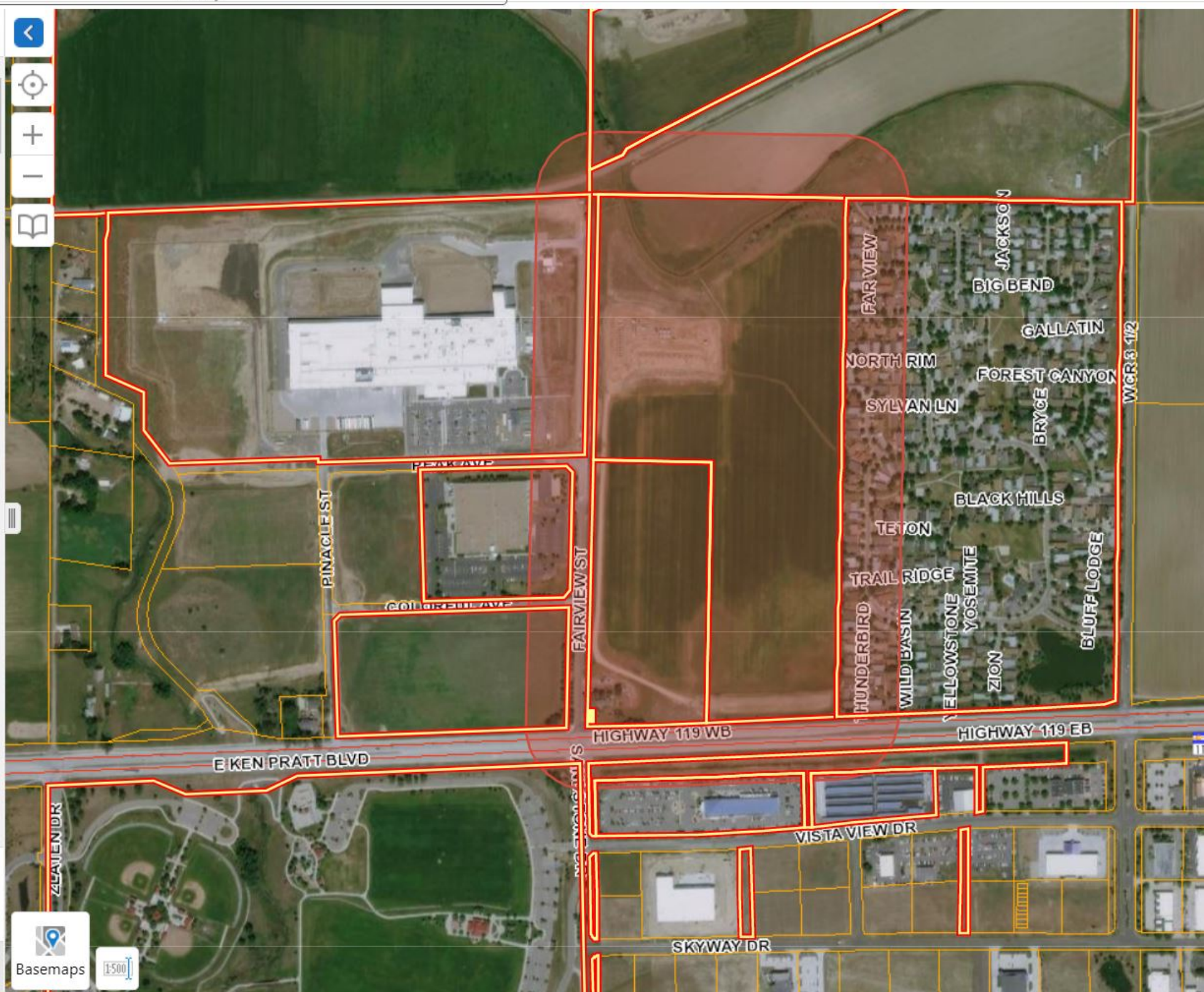
☆ Owner: CONTRERAS MARTIN MORENO > ...

Account: M0016601 Parcel: 131305000048
Address: 11280 BIG BEND 242 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

Displaying 1 - 50 (Total: 633)

◀◀ Page 1 of 13 ▶▶

Layers Parcels (633)



ABDALLA PENNY M
3357 MESA VERDE UNIT 165
LONGMONT, CO 805046276

ACCELERATED EQUITY LLC
6500 S QUEBEC ST STE 300
CENTENNIAL, CO 801114674

ACOSTA ORENDAY JUAN ANTONIO
11129 YOSEMITE # 339
LONGMONT, CO 805046243

AGUELERA AMANDA
3334 TETON APT 364
LONGMONT, CO 805046251

AGUILERA LETICIA E
11071 WILD BASIN #289
LONGMONT, CO 805046244

ALEXANDER PATRICIA
11133 BLUFF LDG # 11
LONGMONT, CO 805049584

ALFARO ARLENE
3368 LONGVIEW BLVD LOT 313
LONGMONT, CO 805046246

ALMANZA SOLVEIGH
3251 N RIM APT 133
LONGMONT, CO 805046275

AMC LONGVIEW LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS, MI 483345900

ANGELES RAMIREZ MARIA DE LOS
11456 GLACIER PT LOT 58
LONGMONT, CO 805046216

ANGULO GRISELDA M
11461 GLACIER PT APT 66
LONGMONT, CO 805046217

ANSELL CONNIE
11323 BIG BEND #223
LONGMONT, CO 805049588

ANTON EDWARD A
3347 FAR VW # 104
LONGMONT, CO 805046282

ARELLANO DENISE CERVANTES
3306 FAR VW APT 184
LONGMONT, CO 805046284

ARELLANO SAMUEL CERCEDA
11096 YELLOWSTONE APT 312
LONGMONT, CO 805046762

ARELLANO TORRES IRMA
11487 JACKSON LOT 91
LONGMONT, CO 805046213

ARREDONDO-PEREZ MARISOL
11484 JACKSON LOT 88
LONGMONT, CO 805046213

ARREOLA DORA ELIA
3437 GALLATIN
LONGMONT, CO 805046202

ASBURY DANIEL CHARLES
11317 BRYCE APT 230
LONGMONT, CO 805049594

AUTOMOTIVE PROPERTIES ON 119 LLC
1415 VISTA VIEW DR
LONGMONT, CO 805045243

AYOUB MAHSHEED G
3338 TRAIL RIDGE LOT 350
LONGMONT, CO 805046250

BABCOCK VICKI J
3382 BLACK HLS # 394
LONGMONT, CO 805049596

BAILEY LELAND JOE
11142 BLUFF LDG APT 3
LONGMONT, CO 805049584

BAILEY SABINE
3406 BLACK HLS # 396
LONGMONT, CO 805049596

BAKER MARYANN
11301 SHOSHONE # 238
LONGMONT, CO 805046269

BALL LAURINDA
11139 LONGVIEW BLVD LOT 269
LONGMONT, CO 805049598

BALLARD CHARLES
3335 LONGVIEW BLVD LOT 341
LONGMONT, CO 805046247

BANDOCK MARY MARGARET
3311 FAR VW APT 107
LONGMONT, CO 805046282

BARKER LORI
3417 FOREST CYN APT 215
LONGMONT, CO 805049593

BATCHELOR BONNIE T
11076 ZION LOT 324
LONGMONT, CO 805046241

BAUMGARTNER ALLEN L
11262 LONGVIEW BLVD LOT 32
LONGMONT, CO 805049587

BAUTISTA LUIS RAUL
11370 BIG BND APT 51
LONGMONT, CO 805049592

BAYSHORE AMC HOMES LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS, MI 483345900

BEADLE LYNDAL
3425 GALLATIN APT 204
LONGMONT, CO 805046202

BEADLES SARA FRANCES
11463 JACKSON 93
LONGMONT, CO 805046213

BEATTY TRUDY
3402 LONGVIEW BLVD LOT 385
LONGMONT, CO 805046246

BECC LLC
9649 BRAMWOOD ST
FIRESTONE, CO 805045914

BEERY LAWAYNE
3455 FOREST CYN # 211
LONGMONT, CO 805049593

BENSON CRAIG A
3311 LONGVIEW BLVD UNIT 343
LONGMONT, CO 805046247

BERGER CLOVE
3263 N RIM # 132
LONGMONT, CO 805046275

BERGLUND KELSI

BERRY DIANE K
11281 BRYCE # 233
LONGMONT, CO 805049594

BIBY DELORES J
11284 SHOSHONE APT 236
LONGMONT, CO 805046266

BICKFORD BARBARA J
11493 HOT SPGS APT 77
LONGMONT, CO 805046222

BOETZ ROWENA
11065 THUNDERBIRD UNIT 275
LONGMONT, CO 805046245

BOGARD DIANA
703 BEAVER COVE CT
LOVELAND, CO 805377975

BONI LISA PLOOSTER
3286 MAMMOTH APT 173
LONGMONT, CO 805046290

BOTTORFF DONNA
3297 LONGVIEW BLVD
LONGMONT, CO 805046283

BRACKETT JOSHUA MICHAEL
11490 HOT SPGS LOT 76
LONGMONT, CO 805046223

BROCK LARRY
3280 FAR VW APT 123
LONGMONT, CO 805046284

BROWN JANICE
11063 YELLOWSTONE APT 304
LONGMONT, CO 805046762

BRUM LEANN CHRISTINE
11321 BIG BND
LONGMONT, CO 805049588

BRUNK ROBIN A
3346 TETON # 365
LONGMONT, CO 805046251

BRUNKOW DIANE
3474 BRIGHT ANGEL
LONGMONT, CO 805049586

BRUNNER RODNEY R
11452 HOT SPGS # 72
LONGMONT, CO 805046223

BUDNICK JOAN
3320 LONGVIEW BLVD
LONGMONT, CO 805046246

BULLINGTON RANDALL WILLIAM
11179 YOSEMITE LOT 334
LONGMONT, CO 805046243

BURBACK MARY J
3373 BLACK HILLS NO 392
LONGMONT, CO 805049596

BURROUGHS CAMERON M
11466 FAR VW
LONGMONT, CO 805046280

CABRERA CANO JORGE O
3294 LONGVIEW BLVD LOT 375
LONGMONT, CO 805046246

CARLETON JUDY LEE
3302 TRAIL RIDGE UNIT 347
LONGMONT, CO 805046250

CARLSON PEGGY A
3306 LONGVIEW BLVD # 376
LONGMONT, CO 805046246

CARPENTER CERISSE D
11320 BIG BND 46
LONGMONT, CO 805049592

CARPENTER MARILYN MARGARET
3460 GALLATIN APT 209
LONGMONT, CO 805046202

CARRERA SALLY A
11090 ZION # 326
LONGMONT, CO 805046241

CARTER DAVID C
3292 FAR VW APT 124
LONGMONT, CO 805046284

CASTILLEJA TOMMY
11150 LONGVIEW BLVD 14
LONGMONT, CO 805049585

CASTILLO EMILIO MARTINEZ
11435 BIG BND
LONGMONT, CO 805046201

CASTRO ROMELIA FRAGA
3380 LONGVIEW BLVD LOT 314
LONGMONT, CO 805046246

CERNA OSCAR L
11040 ZION APT 321
LONGMONT, CO 805046241

CHAPARRO MANUEL
3491 BRIGHT ANGEL LOT 23
LONGMONT, CO 805049586

CHAVEZ JAIME A
C/O DARLA SHUPE
11931 N 61ST ST
LONGMONT, CO 805039139

CHRISTENSEN DONALD G
3486 BRIGHT ANGEL # 21
LONGMONT, CO 805049586

CHRISTIENSEN PHILIP
11141 LONGVIEW BLVD APT 268
LONGMONT, CO 805049598

CIMINO THELMA
3489 BRIGHT ANGEL 24
LONGMONT, CO 805049586

CLARK DUDLEY S
11434 JACKSON APT 84
LONGMONT, CO 805046213

CLIFF ELIZABETH
11072 YELLOWSTONE # 310
LONGMONT, CO 805046762

CLINCH ELIZABETH ANNE
11293 BRYCE
LONGMONT, CO 805049594

CLOUD BETTYE C STAR
3319 FAR VW APT 168
LONGMONT, CO 805046282

COATES YOVANDA
3332 LONGVIEW BLVD # 300
LONGMONT, CO 805046246

COLLIER KENNETH EDWARD
11437 JACKSON APT 96
LONGMONT, CO 805046213

COLLIER TARA FAYE
11304 BIG BND
LONGMONT, CO 805049591

COLLINS MELYNDA LAREE
11171 BLUFF LDG APT 7
LONGMONT, CO 805049584

CONN THOMAS L
11470 GLACIER PT LOT 60
LONGMONT, CO 805046216

CORCORAN TERRANCE S

CORDOVA ESQUIVEL GERARDO
11153 LONGVIEW BLVD
LONGMONT, CO 805049598

CORTEZ MARIA DEL CARMEN
831 E 4TH AVE
LONGMONT, CO 805046011

COWLEY STEPHEN A
11277 SOUTH RIM NO 256
LONGMONT, CO 805046263

CRAWFORD JOSEPH BOLDEN
11316 BIG BND APT 148
LONGMONT, CO 805049591

CRESS THOMAS WAYNE
3465 BRIGHT ANGEL
LONGMONT, CO 805049586

CROSSLAND BRENDA M
11041 THUNDERBIRD APT 277
LONGMONT, CO 805046245

CUMMINGS LLOYD D
11332 BIG BND APT 47
LONGMONT, CO 805049592

CUMMINGS PAMELA MORRIS
3343 LONGVIEW BLVD UNIT 241
LONGMONT, CO 805046247

CURTIS DEBRA
11290 BRYCE LOT 234
LONGMONT, CO 805049594

DAVIS SUZAN L
11254 CANYON CRK # 40
LONGMONT, CO 805049595

DECKERT CAROL L
11482 GLACIER PT 61
LONGMONT, CO 805046216

DEGROTE DOUGLAS EDWARD
11186 LONGVIEW BLVD
LONGMONT, CO 805049585

DELAPLANE TIMOTHY JAMES
11189 LONGVIEW BLVD # 264
LONGMONT, CO 805049598

DEMANCHE ARLENE
11164 YOSEMITE UNIT 332
LONGMONT, CO 805046243

DIAZDELEON SIMON EDGAR
ALEJANDRO
11243 LONGVIEW BLVD APT 386
LONGMONT, CO 805049597

DIEZ-CANSECO LENKA T
3329 TRAILRIDGE UNIT 354
LONGMONT, CO 805046250

DOMINGUEZ VERONICA BARRON
11295 BIG BND LOT 146
LONGMONT, CO 805049588

DOYLE YATES ELEANOR
11330 BIG BND APT 157
LONGMONT, CO 805049592

DOZIER MARY E
11354 BIG BND LOT 158
LONGMONT, CO 805049592

DUDLEY JESSE
3450 BRIGHT ANGEL
LONGMONT, CO 805049586

DUENAS ARZABALA LUIS MANUEL
11481 HOT SPGS LOT 78
LONGMONT, CO 805046222

DUNHAM ROBERT LIVING TRUST
11369 BIG BND 127
LONGMONT, CO 805049589

EDWARDS DAVID A
11049 YELLOWSTONE APT 306
LONGMONT, CO 805046762

EICHENLAUB TRUST
3370 BLACK HLS LOT 393
LONGMONT, CO 805049596

ESPINOZA CONCHA
3414 FOREST CYN APT 218
LONGMONT, CO 805049593

EUBANKS THOMAS E
3462 BRIGHT ANGEL 19
LONGMONT, CO 805049586

FAGGETTI PAMELA
11212 LONGVIEW BLVD #372
LONGMONT, CO 805049587

FALCONER GREGORY L
3302 SYLVAN LN
LONGMONT, CO 805046273

FAZIO KAREN M
3338 LONGVIEW BLVD APT 378
LONGMONT, CO 805046246

FEDERICO RICARDO
11105 ZION
LONGMONT, CO 805046241

FIGUEROA ADRIAN M PADILLA
11306 BIG BND APT 44
LONGMONT, CO 805049591

FITZGERALD SANDRA DIANE
11394 BIG BND LOT 53
LONGMONT, CO 805049592

FLETCHER JANE K
11064 ZION APT 323
LONGMONT, CO 805046241

FLORA CRAIG STEVEN
3388 LONGVIEW BLVD APT 383
LONGMONT, CO 805046246

FLORES ESTEVAN
3360 RUSHMORE APT 151
LONGMONT, CO 805046274

FOLEY CYNTHIA G REVOCABLE LIVING
TRUST
11102 ZION LOT 327
LONGMONT, CO 805046241

FORE JAMES D
11433 FAR VW LOT 190
LONGMONT, CO 805046281

FRIBERG CAMERON
3350 BIG BND APT 192
LONGMONT, CO 805046278

GARCIA PAUL
11048 THUNDERBIRD APT 280
LONGMONT, CO 805046245

GARCIA T ANTONIO
3287 N RIM
LONGMONT, CO 805046275

GASS LEWIS ANDREW
11265 SOUTHRIM
LONGMONT, CO 805046263

GEARY JAMES A
3323 FAR VW APT 106
LONGMONT, CO 805046282

GEIST THOMAS J
3341 BIG BND LOT 191
LONGMONT, CO 805046279

GELDEN RON
8583 COUNTRY VIEW LN
BURLINGTON, WI 531056804

GERST KATHY L
11450 FAR VIEW LOT 181
LONGMONT, CO 805046280

GLASS PAUL NORMAN
3377 BIG BND LOT 97
LONGMONT, CO 805046279

GLOVER GLENNA G
3402 FOREST CYN APT 217
LONGMONT, CO 805049593

GLOVER JOHN MCCOY III
11268 BIG BND APT 33
LONGMONT, CO 805049590

GODDARD LAURA L
11464 HOT SPGS APT 73
LONGMONT, CO 805046223

GODINEZ RUBEN JUNIOR
3307 FAR VW LOT 169
LONGMONT, CO 805046282

GOFF BARBARA L
11447 BIG BND APT 196
LONGMONT, CO 805046201

GONZALES RICHARD D
11043 ZION APT 320
LONGMONT, CO 805046241

GONZALES ROBERT
11079 ZION UNIT 317
LONGMONT, CO 805046241

GONZALEZ DORA
11449 JACKSON
LONGMONT, CO 805046213

GOODWIN PATRICIA ANN
3386 BIG BND
LONGMONT, CO 805046278

GOURLEY MICHAEL DEAN
11091 THUNDERBIRD APT 272
LONGMONT, CO 805046245

GRAY DENISE
3411 BLACK HLS LOT 388
LONGMONT, CO 805049596

GREENO RONALD L
11475 JACKSON LOT 92
LONGMONT, CO 805046213

GREENSPAN GARY M
11103 THUNDERBIRD LOT 271
LONGMONT, CO 805046245

GROSSNICKLE KARLA
636 ASPEN CIR
FREDERICK, CO 805308007

GROSSNICKLE KAYLA ANN
11226 LONGVIEW BLVD #29
LONGMONT, CO 805049587

GROSSO CHARLES J JR
11250 LONGVIEW BLVD APT 31
LONGMONT, CO 805049587

GUNN SUSAN
3362 BIG BND LOT 193
LONGMONT, CO 805046278

GUTIERREZ YAILY
3301 TETON
LONGMONT, CO 805046251

HACKER CYNTHIA K
11100 THUNDERBIRD LOT 285
LONGMONT, CO 805046245

HAEFELE CYNTHIA LEE
11131 YOSEMITE APT 338
LONGMONT, CO 805046243

HALL DONNA N
3452 FOREST CYN
LONGMONT, CO 805049593

HARBURG RUDOLPH WILLIAM
11412 FAR VW LOT 172
LONGMONT, CO 805046280

HARDENBURGH TERRY
3409 BLACK HLS APT 389
LONGMONT, CO 805049596

HARMS DEBORAH S
11444 GLACIER PT UNIT 57
LONGMONT, CO 805046216

HARRIS CHARLES G
11294 BIG BEND
LONGMONT, CO 805049591

HARRIS ROBERT
10187 VINE CT
THORNTON, CO 802292385

HAUBERT DAVID W
11299 SHOSHONE LOT 239
LONGMONT, CO 805046267

HAWKINS GLENN W
1937 RED CLOUD RD
LONGMONT, CO 805041967

HEDRICK RICHARD V
3359 FAR VW
LONGMONT, CO 805046282

HENDERSON HOWETH DARLENE
11286 SOUTHRIM APT 246
LONGMONT, CO 805046221

HENRY DEANNA R
11121 BLUFF LDG LOT 12
LONGMONT, CO 805049584

HERNANDEZ BRENDA Y SANCHEZ
11406 BIG BND APT 54
LONGMONT, CO 805046212

HERNANDEZ GONZALEZ PEDRO
11092 WILD BASIN
LONGMONT, CO 805046244

HERNANDEZ IMELDA
3378 MESA VERDE LOT 162
LONGMONT, CO 805046276

HERNANDEZ MIREYA M
3309 LONGVIEW BLVD LOT 244
LONGMONT, CO 805046247

HERRERA RODRIGUEZ IVAN
3314 TRAILRIDGE
LONGMONT, CO 805046250

HIGHT JASON ALBERT
11054 WILD BASIN APT 294
LONGMONT, CO 805046244

HILL MARY JO
11459 GLACIER PT APT 67
LONGMONT, CO 805046217

HOYNS LAWRENCE S
1522 HENRY CT
LONGMONT, CO 805012585

HUERTA IVY HAZEL
3305 SYLVAN LN APT 142
LONGMONT, CO 805046273

HUGHES CHRISTOPHER
3418 BLACK HLS
LONGMONT, CO 805049596

HUNT DANIEL
3266 FAR VW LOT 121
LONGMONT, CO 805046284

HUNT KRISTINE M
11253 LONGVIEW BLVD # 258
LONGMONT, CO 805049597

HUNTER BARBARA
11174 LONGVIEW BLVD APT 16
LONGMONT, CO 805049585

HUNTER ROGER NELSON
11297 BIG BND
LONGMONT, CO 805049588

IBARRA-ARELLANO GABRIEL
3397 BLACK HLS APT 390
LONGMONT, CO 805049596

IRENE BURNS
3335 FAR VW UNIT 105
LONGMONT, CO 805046282

Jaquez GUADALUPE
3369 MESA VERDE LOT 164
LONGMONT, CO 805046276

JILES HERMAN NELSON
11233 CANYON CRK APT 37
LONGMONT, CO 805049595

JM SMUCKER LLC
1 STRAWBERRY LN
ORRVILLE, OH 446671241

JOHNSON HAMILTON KIMBERLY
11439 FAR VW LOT 117
LONGMONT, CO 805046281

JOHNSON SCOTT MICHAEL
11308 SHOSHONE UNIT 237
LONGMONT, CO 805046268

JOHNSTON THOMAS F
3297 FAR VW LOT 109
LONGMONT, CO 805046282

JOSHI PHIROJ
3298 MAMMOTH #174
LONGMONT, CO 805046290

JUAREZ DIANNA S
11445 FAR VIEW NO 189
LONGMONT, CO 805046281

JUAREZ-MORALES JESUS A
11411 BIG BND
LONGMONT, CO 805046201

KEHL KEVIN
118 N CHERRY LN
GRANBURY, TX 760481807

KEPLER LINDA L
11489 FAR VW LOT 112
LONGMONT, CO 805046281

KERR LEAH
11245 CANYON CRK APT 36
LONGMONT, CO 805049595

KING PAM
3308 N RIM LOT 139
LONGMONT, CO 805046275

KITTERMAN ELLIS
3432 BLACK HLS APT 399
LONGMONT, CO 805049596

KLASA MARY
11359 BIG BND LOT 210
LONGMONT, CO 805049589

KNIGHT BRIGITTE
PO BOX 2274
LONGMONT, CO 805022274

KOSLOVSKY ANN M
3390 LONGVIEW BLVD APT 384
LONGMONT, CO 805046246

LAAKER JOSEPH JAY
11468 GLACIER PT LOT 59
LONGMONT, CO 805046216

LANGE KATHY
11257 CANYON CRK APT 35
LONGMONT, CO 805049595

LANTTA ALICE DARLENE
3364 LONGVIEW BLVD
LONGMONT, CO 805046246

LAWLEY ROBERT W JR
3344 FAR VIEW UNIT 187
LONGMONT, CO 805046284

LEES JUDITH L
11177 LONGVIEW BLVD APT 265
LONGMONT, CO 805049598

LIMBAUGH TODD ANTHONY
PO BOX 411
DACONO, CO 805140411

LINDA MUSILLI TRUSTEE SPECIAL NEED
TRUST
SUSAN GOFFREDO C/O CHRIS
GOFFREDO

LONGMONT CITY OF
350 KIMBARK ST
LONGMONT, CO 805015500

LONGMONT CITY OF
350 KIMBARK ST
LONGMONT, CO 805015500

LOPEZ MARIA LOURDES
11143 YOSEMITE UNIT 337
LONGMONT, CO 805046243

LOPEZ RODRIGUEZ NOEL CECILIO
11432 GLACIER PT LOT 56
LONGMONT, CO 805046216

LOPEZ TONYO
11318 BIG BND APT 45
LONGMONT, CO 805049592

LOVATO M SALLY
3446 GALLATIN APT 207
LONGMONT, CO 805046202

LOWRY THOMAS PATRICK
11485 GLACIER PT APT 64
LONGMONT, CO 805046217

LUCAS MICHAEL L
11380 BIG BND APT 167
LONGMONT, CO 805049592

LUCERO CHRISTOPHER
11045 WILD BASIN 292
LONGMONT, CO 805046244

LUCERO ROCKY JOE
11128 BLUFF LDG
LONGMONT, CO 805049584

LUCERO TERESA
11451 JACKSON # 94
LONGMONT, CO 805046213

LUEB CATHI L
11203 LONGVIEW BLVD # 262
LONGMONT, CO 805049597

LUEB CLARENCE J
3393 LONGVIEW BLVD # 235
LONGMONT, CO 805046247

LUQUE JOSEPHINE E
11344 BIG BND # 48
LONGMONT, CO 805049592

MACIAS JAMES RAY
11400 FAR VW LOT 171
LONGMONT, CO 805046280

MACY DONALD (9% INT)

MADDOX ABIGAL ROSE
3331 TRAIL RIDGE 430
LONGMONT, CO 805046250

MAHER CHARLES E
3315 MAMMOTH # 177
LONGMONT, CO 805046293

MALDONADO ELESIA O
11432 BIG BND LOT 70
LONGMONT, CO 805049599

MALPICA MUNOZ LAURA N
11230 CANYON CRK LOT 38
LONGMONT, CO 805049595

MARES-GOMEZ MARINA
3323 LONGVIEW BLVD APT 342
LONGMONT, CO 805046247

MARQUEZ RICARDO LASTIRI
3299 LONGVIEW BLVD LOT 344
LONGMONT, CO 805046283

MARRY URSULA
11273 BIG BND
LONGMONT, CO 805049588

MARTINEZ ELIZABETH C
11140 YOSEMITE APT 330
LONGMONT, CO 805046243

MARTINEZ KATELYN
11069 WILD BASIN APT 290
LONGMONT, CO 805046244

MARTINEZ MARY C
3440 FOREST CYN # 221
LONGMONT, CO 805049593

MARTINEZ-VALADEZ HECTOR
11236 LONGVIEW BLVD APT 373
LONGMONT, CO 805049587

MASON RUTH A
3278 FAR VW LOT 122
LONGMONT, CO 805046284

MATHENEY MAGEN LEE
11478 FAR VW LOT 102
LONGMONT, CO 805046280

MATHENEY MATTHEW L
3300 MAMMOTH 175
LONGMONT, CO 805046292

MATTORANO DONNY
3426 FOREST CYN 219
LONGMONT, CO 805049593

MAXON SABRINA ANN
11327 SOUTHRIM UNIT 251
LONGMONT, CO 805046264

MAZZOTTA SARAH A
11062 THUNDERBIRD LOT 282
LONGMONT, CO 805046245

MCCABE WANDA G
3318 FAR VW APT 185
LONGMONT, CO 805046284

MCCALASTER CHARLES M
11303 SOUTHRIM
LONGMONT, CO 805046264

MCCRELLIAS DAVID E
3313 TETON UNIT 369
LONGMONT, CO 805046251

MCEVOY RANDY M
11039 THUNDERBIRD UNIT278
LONGMONT, CO 805046245

MCKEE TINA
3318 LONGVIEW BLVD APT 377
LONGMONT, CO 805046246

MEADE SHERRY K
5362 VICTORIA CIR
FIRESTONE, CO 805049620

MEDINA CESAR
2584 BRANDING IRON WAY
MEAD, CO 805424019

MEDINA DEVARELA ANA L
3405 FOREST CYN APT 216
LONGMONT, CO 805049593

MEILENNER THOMAS
11479 HOT SPGS APT 79
LONGMONT, CO 805046222

MIDDLETON LOLA MAE
11088 ZION APT 325
LONGMONT, CO 805046241

MILLARD MICHAEL R
442 COUNTY ROAD 19
BRIGHTON, CO 806039227

MINSER GARY
11238 LONGVIEW BLVD
LONGMONT, CO 805049587

MOBILE HOME BUYERS LLC
3758 E 104TH AVE # 210
THORNTON, CO 802334434

MODESTO SERNA JOSE
11167 YOSEMITE
LONGMONT, CO 805046243

MONCIVAIS JOHN
11166 BLUFF LODGE
LONGMONT, CO 805049584

MONTANTE MARIE
11107 WILD BASIN APT 287
LONGMONT, CO 805046244

MOODY SUZANNE ROBIN
11315 SOUTHRIM
LONGMONT, CO 805046264

MOONDANCER CHEYENNE A
3431 FOREST CANYON LOT 213
LONGMONT, CO 805049593

MOORE TRACEY A
3498 BRIGHT ANGEL APT 22
LONGMONT, CO 805049586

MORSE EDWARD C
3 LAKESIDE RD
MAHOPAC, NY 105413126

MOULTON BRIAN SCOTT
3354 MESA VERDE APT 160
LONGMONT, CO 805046276

MUNHOLLAND LARRY D JR
3451 GALLATIN UNIT 201
LONGMONT, CO 805046202

MUNIZ GILBERT
3434 GALLATIN APT 206
LONGMONT, CO 805046202

MUNOZ ALMA
11050 THUNDERBIRD
LONGMONT, CO 805046245

MUNOZ MARTINEZ ROSELIA
11060 YELLOWSTONE APT 309
LONGMONT, CO 805046762

NATION GERALD
3258 N RIM LOT 134
LONGMONT, CO 805046275

NELSON WESLEY FRANCIS
11080 WILD BASIN 297
LONGMONT, CO 805046244

NEWBERRY FAMILY TRUST
3443 FOREST CYN
LONGMONT, CO 805049593

NIX GINA
11053 THUNDERBIRD APT 276
LONGMONT, CO 805046245

NOLEN MACHELLE
3325 TETON LOT 368
LONGMONT, CO 805046251

NORMAN JOYCE M
11314 BRYCE
LONGMONT, CO 805049594

NUNEZ RODRIGUEZ GUILLERMO
11447 GLACIER PT
LONGMONT, CO 805046217

NUPEN RODGER
11266 CANYON CRK UNIT 41
LONGMONT, CO 805049595

OLAVE ZAMIRA
3423 BLACK HLS LOT 387
LONGMONT, CO 805049596

OLOUGHLIN GLENN PAUL
11081 ZION APT 316
LONGMONT, CO 805046241

ONEAL L C JR
305 W HAWTHORN CT
LOUISVILLE, CO 800271146

ORTIZ PATRICIA J
3304 FAR VW
LONGMONT, CO 805046284

OSBORNE JAMIE L
11145 BLUFF LDG APT 10
LONGMONT, CO 805049584

OSORNIO ORTEGA JOSE O
11383 BIG BND LOT 126
LONGMONT, CO 805049589

OTEY TODD A
3376 LONGVIEW BLVD LOT 382
LONGMONT, CO 805046246

PARK KAREN M
3310 TETON 362
LONGMONT, CO 805046251

PARKER SHAWN
11302 BRYCE LOT 228
LONGMONT, CO 805049594

PARKER SHERRI L
11162 LONGVIEW BLVD 15
LONGMONT, CO 805049585

PARKINSON LARRY
11409 BIG BND LOT 200
LONGMONT, CO 805046201

PARRISH VICTORIA A
11496 JACKSON LOT 89
LONGMONT, CO 805046213

PAYNE CHERYL A
3317 TRAILRIDGE
LONGMONT, CO 805046250

PAZIER JOSEPH LAWRENCE
1937 N CAMINO REAL
CASA GRANDE, AZ 851221707

PEARCE RALPH E
3293 SYLVAN LN LOT 143
LONGMONT, CO 805046273

PEREZ BLANCA LORENA
11312 SOUTH RIM UNIT 249
LONGMONT, CO 805046265

PEREZ BLANCA LORENA
11136 LONGVIEW BLVD LOT 345
LONGMONT, CO 805049585

PEREZ BLANCA LORENA
3301 N RIM UNIT 128
LONGMONT, CO 805046275

PERKINS JERRY H
3313 LONGVIEW BLVD LOT 243
LONGMONT, CO 805046247

PETERSON BARBARA J
3358 RUSHMORE LOT 150
LONGMONT, CO 805046274

PETERSON KELLI
11215 LONGVIEW BLVD LOT 261
LONGMONT, CO 805049597

PIA JOHNATHAN TAKEO
3390 SYLVAN LN APT 144
LONGMONT, CO 805046273

PILCHER RICHARD A
3293 TRAIL RIDGE
LONGMONT, CO 805046205

POND CHRISTOPHER N
3366 MESA VERDE # 161
LONGMONT, CO 805046276

POWERS SHARON
11165 LONGVIEW 266
LONGMONT, CO 805049598

PRICE SUSAN R
3349 RUSHMORE # 156
LONGMONT, CO 805046274

QUESADA RAQUEL LISA
11084 YELLOWSTONE APT 311
LONGMONT, CO 805046762

QUIGLEY KENNETH M
3422 GALLATIN # 205
LONGMONT, CO 805046202

RAEL ANGELIQUE
3310 N RIM 140
LONGMONT, CO 805046275

RAMIREZ FRANCISCO MANUEL
3385 BLACK HLS
LONGMONT, CO 805049596

RAMIREZ ROSA M
11075 YELLOWSTONE APT 303
LONGMONT, CO 805046762

RAMIREZ-GUTIERREZ MAYRA
11239 LONGVIEW BLVD UNIT 260
LONGMONT, CO 805049597

RAMIREZ-MURO MANUEL ANTONIO
3347 LONGVIEW BLVD APT 340
LONGMONT, CO 805046247

READY THERESA
3326 TRAIL RIDGE
LONGMONT, CO 805046250

REED CHARLES D
11242 CANYON CRK # 39
LONGMONT, CO 805049595

REED RICK E
11157 BLUFF LDG APT 9
LONGMONT, CO 805049584

REEDER AYALA JESSICA LYN
11057 WILD BASIN APT 291
LONGMONT, CO 805046244

RICE JOSEPH F
3351 RUSHMORE APT 155
LONGMONT, CO 805046274

RICHARDSON RODERICK
3299 TETON LOT 371
LONGMONT, CO 805046251

RICKERT JOHN
3371 MESA VERDE APT 163
LONGMONT, CO 805046276

RICO RODRIGUEZ JUAN E
11311 BIG BND LOT 224
LONGMONT, CO 805049588

ROBERSON KAY LYNN
11298 SOUTHRIM
LONGMONT, CO 805046221

RODRIGUEZ HERNANDEZ VERONICA Y
11074 THUNDERBIRD APT 283
LONGMONT, CO 805046245

RODRIGUEZ JOSE LUIS
11446 FAR VW
LONGMONT, CO 805046280

RODRIGUEZ MACKLIN E AREVALO
11368 BIG BEND LOT 50
LONGMONT, CO 805049592

ROSE JAMES
3375 RUSHMORE LOT 153
LONGMONT, CO 805046274

ROUSSEAU ELVA KAY
11271 CANYON CRK APT 34
LONGMONT, CO 805049595

RUETTING LINDA R
11441 FAR VW APT 116
LONGMONT, CO 805046281

RUMELHAGEN RICHARD REID
11148 LONGVIEW BLVD APT 13
LONGMONT, CO 805049585

SAENZ KARLA J NEVAREZ
11046 YELLOWSTONE APT 307
LONGMONT, CO 805046761

SALDEN GERALD W
3349 TETON LOT 366
LONGMONT, CO 805046251

SALGADO DANIEL
11497 GLACIER PT UNIT 63
LONGMONT, CO 805046217

SAMMARTINO SUSAN
11067 ZION APT 318
LONGMONT, CO 805046241

SANDER JAMES ARNOLD
3343 TRAIL RIDGE 352
LONGMONT, CO 805046250

SAUNDERS WENDY A
3285 FAR VW LOT 110
LONGMONT, CO 805046282

SCHAFT NANCY L
2046 15TH ST SW
LOVELAND, CO 805377722

SAVACOOOL DAVID ALLEN
11309 BIG BND
LONGMONT, CO 805049588

SCHAUER MARVIN G
3477 BRIGHT ANGEL APT 25
LONGMONT, CO 805049586

SCHLEETER JAMIE S
11443 HOT SPRINGS LOT 82
LONGMONT, CO 805046222

SCHLIEKER WILLIAM
3394 BLACK HLS LOT 395
LONGMONT, CO 805049596

SCHNEIDER MARGARET MERL
11454 FAR VW APT 100
LONGMONT, CO 805046280

SCHOBER JOHN III
11291 SOUTHRIM #254
LONGMONT, CO 805046263

SCHROEDER HELEN JANET
10694 BELMONT ST APT 2
FIRESTONE, CO 805046588

SCOTT MARJORIE
3260 N RIM UNIT 135
LONGMONT, CO 805046275

SEARLE BRENDA
11356 BIG BND APT 49
LONGMONT, CO 805049592

SEASHINE MH MASTER TRUST
4 PARK PLZ STE 650
IRVINE, CA 926142522

SEDLACK TRUST
1349 GAY CIR
LONGMONT, CO 805011876

SEGURA AURELIO
3305 TRAIL RIDGE LOT 356
LONGMONT, CO 805046250

SHERRELWOOD INC
C/O FOWLER PROPERTY
MANAGEMENT
2400 28TH ST STE 301

SHORT-CORCORAN SONG H
3438 FOREST CYN LOT 220
LONGMONT, CO 805049593

SHUMARD JIMMY
3322 TETON 363
LONGMONT, CO 805046251

SIFUENTES REYNALDO ANDRADE
11083 WILD BASIN APT 288
LONGMONT, CO 805046244

SIMONSEN KELLY M
11382 BIG BND LOT 52
LONGMONT, CO 805049592

SINGER JEROME A
2113 CALAIS DR UNIT E
LONGMONT, CO 805041735

SMALL THOMAS E
11191 LONGVIEW BLVD #263
LONGMONT, CO 805049598

SMITH BARBARA JEAN
11476 HOT SPRINGS
LONGMONT, CO 805046223

SMITH JANET E
3429 FOREST CYN APT 214
LONGMONT, CO 805049593

SMITH LEE ANN
11427 FAR VW
LONGMONT, CO 805046281

SMITH STEPHANY
3272 N RIM LOT 136
LONGMONT, CO 805046275

SOLANO CARL E
11058 YELLOWSTONE #308
LONGMONT, CO 805046762

SOTO MARIA BERNARDINA
11280 BIG BND APT 242
LONGMONT, CO 805049591

SPINDLER SCOTT JODY
11154 BLUFF LDG LOT 4
LONGMONT, CO 805049584

STAFFEY STEPHEN R
3275 N RIM APT 131
LONGMONT, CO 805046275

STEEPLES AMBER NICHOLE
11160 LONGVIEW BLVD LOT 358
LONGMONT, CO 805049585

STEINWAND AVIS
3273 FAR VW
LONGMONT, CO 805046282

STONE FREDERICK
11477 FAR VIEW LOT 113
LONGMONT, CO 805046281

STONE MICHAEL
1139 52ND AVE
GREELEY, CO 806342118

STUBBS AMI S
11051 YELLOWSTONE 305
LONGMONT, CO 805046762

STUCKEY KIMBERLY
11101 YELLOWSTONE LOT 301
LONGMONT, CO 805046762

SUBBERT PAUL EUGENE
3296 N RIM APT 138
LONGMONT, CO 805046275

SYMONS CAROLYN
11241 LONGVIEW BLVD # 259
LONGMONT, CO 805049597

TEBO PARTNERSHIP LLLP
PO BOX T
BOULDER, CO 803061966

THOMPSON CHRISTOPHER E
11453 FAR VW UNIT 115
LONGMONT, CO 805046281

THOMPSON DEBRA A
11444 BIG BND UNIT 71
LONGMONT, CO 805049599

THORNTON DOUGLAS CLYDE
11499 JACKSON APT 90
LONGMONT, CO 805046213

THOUNE STUART J
11176 YOSEMITE LOT 333
LONGMONT, CO 805046243

TIEDEMAN HAROLD
11458 JACKSON LOT 85
LONGMONT, CO 805046213

TILFORD CRAIG M
11460 JACKSON
LONGMONT, CO 805046213

TORRES JOSHUA
3282 FAR VW # 182
LONGMONT, CO 805046284

TOWNSON JENNIFER R RATLIFF
11318 BIG BND APT 45
LONGMONT, CO 805049592

TREASTER BREANNA
3449 GALLATIN #202
LONGMONT, CO 805046202

TRIANGLE 1/2 LLC
2400 28TH ST STE 300
BOULDER, CO 803011241

TRIUMPH INVESTMENTS LLC (91% INT)
C/O MACY DEVELOPMENT CO
650 S CHERRY ST STE 1400
DENVER, CO 802461815

TUBB CHARLES F
11430 FAR VIEW LOT 98
LONGMONT, CO 805046280

TUCKER VICKIE LEE
11415 FAR VW LOT 119
LONGMONT, CO 805046281

TULEJA WILLIAM M
350 MARIAN CT
BOLINGBROOK, IL 604402118

UNION NORTH LLC
10345 UTE HWY
LONGMONT, CO 805049737

URYNOWICZ LEAH RANDOLPH
3363 RUSHMORE LOT 154
LONGMONT, CO 805046274

VALLE RODRIGUEZ PATRICIA
3327 MAMMOTH APT 176
LONGMONT, CO 805046293

VAN DEWEGHE THOMAS
11077 THUNDERBIRD LOT 274
LONGMONT, CO 805046245

VASQUEZ LAURA ESELA
11152 YOSEMITE
LONGMONT, CO 805046243

VAUGHAN BETTY
3346 RUSHMORE APT 49
LONGMONT, CO 805046274

VEURINK CHERRYL M
11252 LONGVIEW BLVD LOT 400
LONGMONT, CO 805049587

VIBBERT JOYCE M
11456 BIG BND LOT 83
LONGMONT, CO 805046200

VILLARREAL SOTO ROBERTO
3320 FAR VW
LONGMONT, CO 805046284

VISCONTI DONNA F
8305 E LEONORA ST
MESA, AZ 852079201

VISTA OWNERS ASSOCIATION INC
1835 FAITH PL
LONGMONT, CO 805014714

VOAKE AMBER
3296 LONGVIEW BLVD #286
LONGMONT, CO 805046246

VOYAGE VENTURES LLC
PO BOX 54
LONGMONT, CO 805020054

VYSKOCIL MICHAEL
3291 MAMMOTH LOT 179
LONGMONT, CO 805046291

WAGNER HOWARD
3399 LONGVIEW BLVD LOT 328
LONGMONT, CO 805046247

WARD ELIZABETH
2310 WATERSONG CIR
LONGMONT, CO 805047403

WARDEN CINDY A
11036 THUNDERBIRD UNIT 279
LONGMONT, CO 805046245

WARNER LARRY W
11052 ZION # 322
LONGMONT, CO 805046241

WARZECHA MICHAEL R
3330 MESA VERDE
LONGMONT, CO 805046276

WATSON JUDITH A
3309 FAR VW UNIT 108
LONGMONT, CO 805046282

WEISGERBER LEROY E
3340 TRAILRIDGE
LONGMONT, CO 805046250

WELDON NICHOLAS L
11465 FAR VW APT 114
LONGMONT, CO 805046281

WHEATON SANDY L
11115 THUNDERBIRD LOT 270
LONGMONT, CO 805046245

WHISMAN SHRILEY A
11472 JACKSON APT 87
LONGMONT, CO 805046213

WILHELM BILL
11403 FAR VIEW LOT 120
LONGMONT, CO 805046281

WILLIAMS KATHERYNE MARTIN
11467 HOT SPGS
LONGMONT, CO 805046222

WILLIAMS SUSAN M
3372 RUSHMORE UNIT 152
LONGMONT, CO 805046274

WILSON JOHN W
11324 S RIM LOT 250
LONGMONT, CO 805046265

WIMMERSHOFF NICK
3303 MAMMOTH
LONGMONT, CO 805046293

WISE SHAWN
11494 GLACIER POINT 62
LONGMONT, CO 805042406

WOLDEN AL R
C/O RUSTY NINNIS
11473 GLACIER PT
LONGMONT, CO 805046217

WOLFF DAVID PAUL
3295 FAR VW LOT 170
LONGMONT, CO 805046282

WOLNY CHARLES JEROME
11214 LONGVIEW BLVD APT 28
LONGMONT, CO 805049587

WRIGHT LINDA SUE
11442 FAR VW LOT 99
LONGMONT, CO 805046280

YEARLEY LISA
3337 TETON # 367
LONGMONT, CO 805046251

YORK CYNTHIA
3340 LONGVIEW BLVD UNIT 379
LONGMONT, CO 805046246

YOUNG LANCE ALLEN
3284 TETON LOT 360
LONGMONT, CO 805046251

ZAMORA PAULA A
3284 N RIM UNIT 137
LONGMONT, CO 805046275

ZAVALA ANTONIO JR
3288 TRAIL RIDGE 346
LONGMONT, CO 80504

ZWIEBEL GRETCHEN
11155 YOSEMITE LOT 336
LONGMONT, CO 805046243

ZWISLER MONICA
11086 THUNDERBIRD
LONGMONT, CO 805046245

Firelight Park

NOTICE OF NEIGHBORHOOD MEETING

Re: Firelight Park – Non-residential Plat and Residential Preliminary Plat

Dear Neighbor,

You are cordially invited to a **Virtual** neighborhood meeting regarding the Firelight Park proposed Non-Residential Plat and Residential Preliminary Plat in your area. The project is located east of Fairview Street and north of Highway 119 in the Town of Firestone.

The purpose of this neighborhood meeting is to share, obtain feedback and answer any questions you may have about the latest proposed land use plan.

Non-Residential Plat Proposal

The Non-Residential Plat establishes lots and tracts for the development of commercial and office uses on approximately 20-acres located at the northeast corner of Highway 119 and Fairview Street.

Residential Preliminary Plat

The residential Preliminary Plat proposes 90 Single Family Detached lots on the eastern portion of the site; 66 Paired Homes in the middle portion of the site; and 58 Townhomes in the southwest area of the site. The residential neighborhood also includes parks, trails, and open space.

Access to the non-residential area will be from Fairview Street and at a right-in/right-out only access to Highway 119. Access to the residential neighborhood will be from Fairview Street.

FIRELIGHT PARK NEIGHBORHOOD MEETING INSTRUCTIONS

Wednesday, November 10, 2021

6:00 PM - 7:00 PM (MST)

Please join my meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/mkrapichler/firelight-park-neighborhood-meeting>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 607-516-661

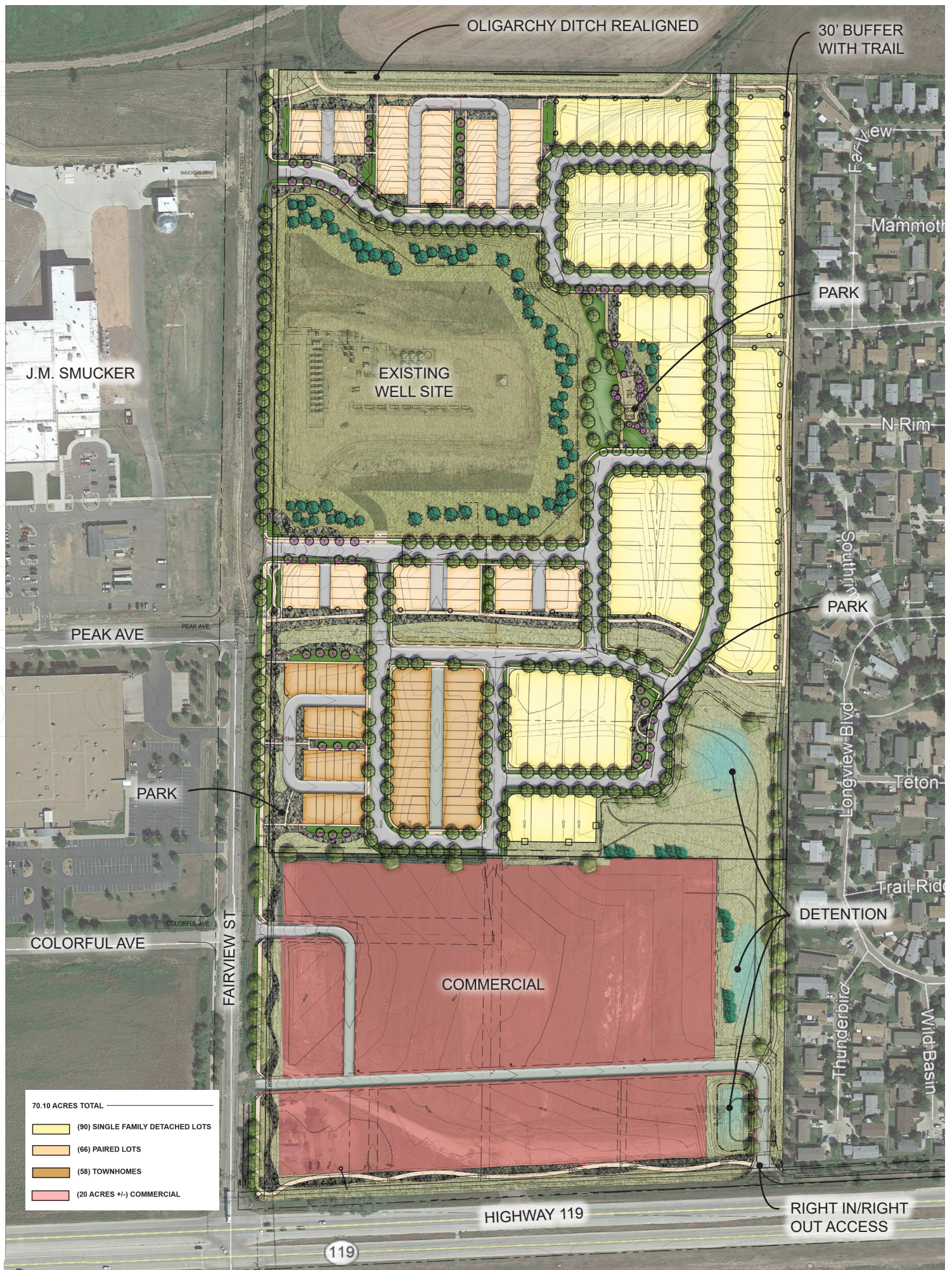
New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/607516661>

Questions: Karen Henry, Henry Design Group, 303-446-2368

Sincerely,

The Firelight Park Development Team



FIRELIGHT PARK - ILLUSTRATIVE SITE PLAN



**FIRELIGHT PARK
VIRTUAL NEIGHBORHOOD MEETING
REGARDING THIS PROPERTY**

**NOVEMBER 10, 2021
6:00 – 7:00 PM**

Virtual Link:

Please join my meeting from your
computer, tablet or smartphone.

[https://www.gotomeet.me/mkrapichler
/firelight-park-neighborhood-meeting](https://www.gotomeet.me/mkrapichler/firelight-park-neighborhood-meeting)

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073

United States: +1 (646) 749-3129

Access Code: 607-516-661

Information: 303-446-2368

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 22-08

A RESOLUTION RECOMMENDING APPROVAL OF A NON-RESIDENTIAL FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE FIRELIGHT PARK SUBDIVISION

WHEREAS, Voyage Ventures LLC (“Applicant”), as owner of certain real property located within the Firelight Park property (the “Property”), has submitted a proposed non-residential final subdivision plat for the Property (the “Application”); and

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

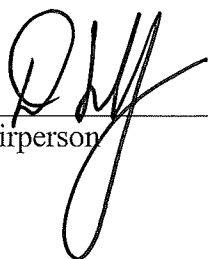
WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application.

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends approval of the Non-residential Final Plat of Firelight Park attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

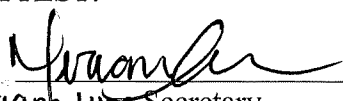
1. All remaining technical corrections to the Firelight Park preliminary plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
2. The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

PASSED AND ADOPTED this 14 day of June, 2022.



Chairperson

ATTEST:



Miriam Luna Gonzalez, Secretary

EXHIBIT A
Non-Residential Final Plat

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.e

Land Development

Meeting Date: July 13, 2022

Initiated By: Michelle Dollmaier

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 1017: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE FIRELIGHT PARK OUTLINE DEVELOPMENT PLAN

SUMMARY

The applicant is proposing an amendment to the approved 2021 Outline Development Plan (ODP) for Firelight Park, which covers approximately 73.69 acres.

HISTORY AND PREVIOUS BOARD ACTION

The Firelight Park property was annexed and zoned by the Town of Firestone in March 2008.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Ordinance 1017, an ordinance approving the Firelight Park ODP Amendment No. 1 application with the following conditions:

1. All remaining technical corrections to the Firelight Park Amended Outline Development Plan requested by Town staff shall be made to the Town staff's satisfaction.

ALTERNATIVES

n/a

ATTACHMENTS

1. Ordinance 1017
2. Staff Report
3. Firelight Park ODP Amendment
4. Neighborhood Meeting Summary
5. PC 22-09 Amended Outline Development Plan Firelight Park Planned Unit 06-16-2022

FINANCIAL CONSIDERATIONS

n/a

ORDINANCE NO. 1017

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE FIRELIGHT PARK OUTLINE DEVELOPMENT PLAN

WHEREAS, Voyage Ventures LLC (the “Applicant”), as owner of certain real property located within Firelight Park (the “Property”), has submitted an application to amend the existing Firelight Park Outline Development Plan, to be known as Firelight Park Outline Development Plan Amendment No. 1 (the “Application”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed Application on June 16, 2022, rendered a decision recommending approval of the Application with one (1) condition as more fully set forth in PC-22-09, dated June 16, 2022; and

WHEREAS, on June 16, 2022, the Board of Trustees conducted a public hearing on the Application; and

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

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-22-09.

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

Section 3. The Board of Trustees hereby approves the Firelight Park Outline Development Plan Amendment No. 1, attached hereto as **Exhibit A** and incorporated herein by this reference, which is subject to:

1. All remaining technical corrections to the Firelight Park Amended Outline Development Plan requested by Town staff shall be made to the Town staff’s satisfaction.

Section 4. The Board of Trustees directs that a certified copy of this Ordinance be filed with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance available to the public.

Section 5. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A



Staff Report

Firelight Park Residential

**Outline Development Plan
Amendment No. 1**

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

July 13, 2022

Purpose:	This staff report is for an amendment to the approved 2021 Outline Development Plan (ODP) for Firelight Park, which covers approximately 73.69 acres.
Applicant:	Voyage Ventures LLC. PO Box 54 Longmont, CO
Location:	The Firelight Park subdivision is located at the northeast corner of Fairview Street and Highway 119.



Existing Zoning: Firelight Park ODP [R-B (Residential-B) and R-C (Residential-C)]

Existing Use: Vacant land and oil/gas operations

	ZONING	LAND USE
NORTH	R-A (Firestone)	Vacant land, agriculture, and oil/gas operations
SOUTH	PUD (Weld County)	Commercial and light industrial
EAST	PUD (Weld County)	Manufactured Homes

WEST	N-PE (Longmont)	Vacant land, manufacturing, and religious assembly
-------------	-----------------	--

Firelight Park ODP Amendment – Summary:

The proposed ODP area is approximately 73.69 acres in size. The land is vacant and is currently used for agricultural purposes with an oil and gas facility on the northwest side of the property.

The original Firelight Park ODP was approved in 2008 when the property was annexed into the Town. The original ODP expired, and the property received approval for another ODP in 2021 that had some modifications.

The approved 2021 ODP sections the property into three planning areas. The northern 35 acres (planning area 1) of the site is approved to be R-B land uses, with a density of 4-10 du/acre, and the southern 20 acres (planning area 3) is strictly RC (no mixed use component). The middle portion of the property – approximately 14 acres – (planning area 2) is a flex area – either R-B or RC. Based on the proposed preliminary plat, planning area 2 is being used to develop as residential.

The applicant is looking to amend the 2021 ODP to include a smaller lot size for paired homes from 30-foot lot width to 25-foot lot width, and from 35-foot corner lot width to 30-foot corner lot width. Overall lot size for paired homes will also decrease from the originally approved alley loaded size of 2,100 square feet to 1,750 square feet.

Staff has reviewed the proposal, and support the code modification in this circumstance. Since the paired home products for the proposed lots are to be alley loaded to provide an additional housing type within the Town, and density is proposed at 4.36 du/acre, staff have no concerns.

APPROVAL CRITERIA AND STAFF ANALYSIS

Outline Development Plan Amendment No. 1 Approval Criteria and Staff Analysis:

The ODP Amendment No. 1 application for Firelight Park was reviewed for compliance with the Approval Criteria from Section 16.7.5.B of the FDC. Staff makes the following findings:

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

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

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

Staff: *The ODP amendment complies with all applicable standards and criteria from Section 7.5.*

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

Staff: *The changes outlined in the ODP amendment are dimensional standards that are not feasible in other zoning districts.*

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

Staff: *The ODP amendment will result in smaller lots for alley loaded paired homes, which would be compatible with other housing types in the area.*

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

Staff: *The proposed lot sizes will result in a building form that will be compatible through transition at the boundaries through single family residential housing types.*

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on November 10, 2021 at 6:00 pm via GoToMeeting (virtual). The required notice for the Neighborhood Meeting was provided.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	June 1, 2022
Property Posted:	June 1, 2022
Letters to Adjacent Property Owners:	June 1, 2022

RECOMMENDATIONS

Staff:

Town staff recommends the Board of Trustees approve draft Ordinance 1017, an ordinance approving the Firelight Park ODP Amendment No. 1 application with the following conditions:

- a. All remaining technical corrections to the Firelight Park Amended Outline Development Plan requested by Town staff shall be made to the Town staff's satisfaction.

Planning and Zoning Commission:

After conducting a Public Hearing on the proposed ODP Amendment on June 16, 2022, the Planning and Zoning Commission rendered a decision recommending approval of the ODP Amendment as more fully set forth in PC-22-09.

OUTLINE DEVELOPMENT PLAN - AMENDMENT NO. 1

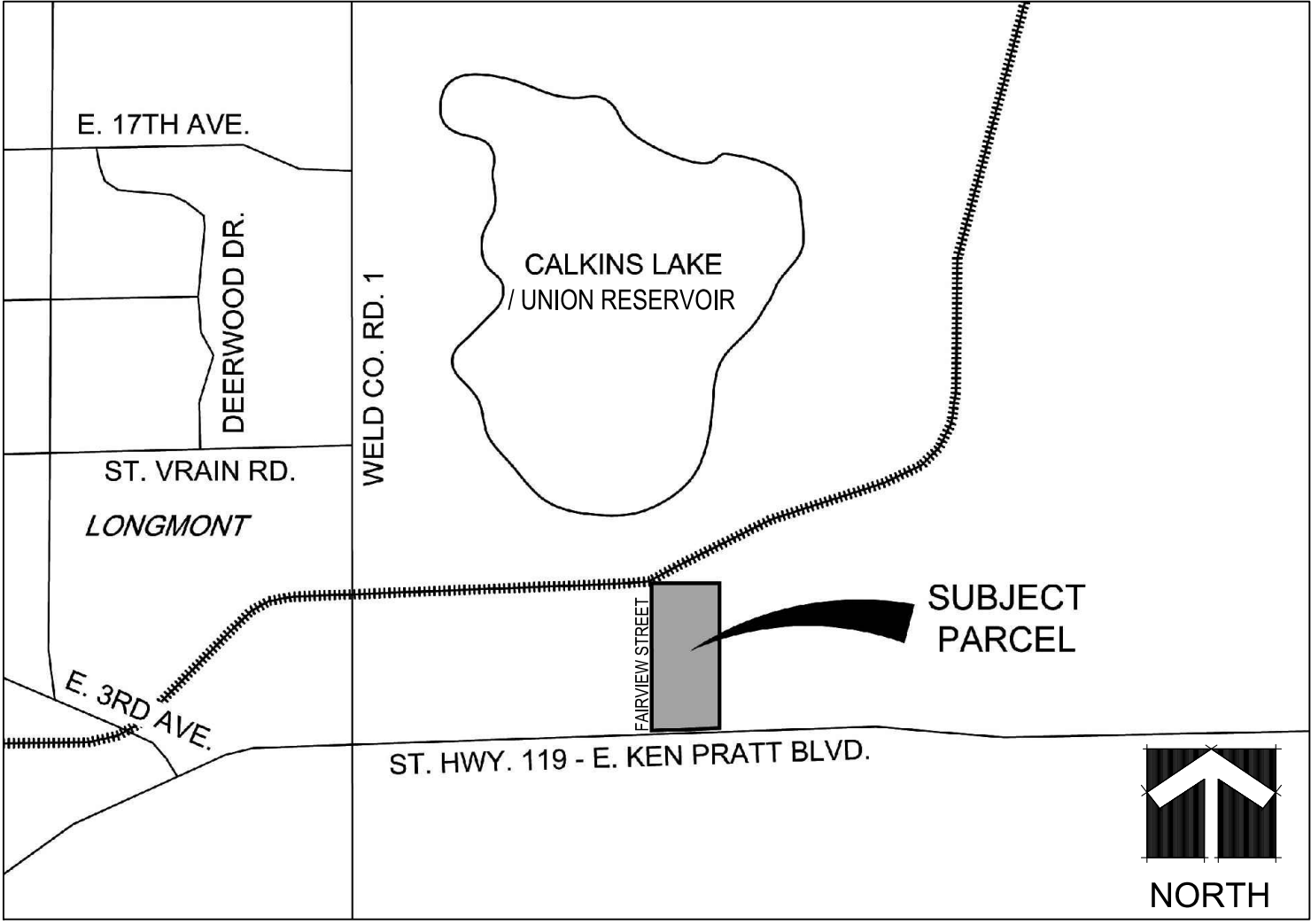
FIRELIGHT PARK

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 3

VICINITY MAP

SCALE: 1" = 3,000'



OWNER

FIRELIGHT DEVELOPMENT, INC.
1426 ONYX CIRCLE
LONGMONT, CO 80504
CONTACT: DALE BRUNS
EMAIL: DALEBRUNS@ZEPHYMGMT.COM

DEVELOPER

FIRELIGHT DEVELOPMENT, INC.
1426 ONYX CIRCLE
LONGMONT, CO 80504
CONTACT: DALE BRUNS
EMAIL: DALEBRUNS@ZEPHYMGMT.COM

SURVEYOR

ATWELL, INC.
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
PHONE: 303.462.1100
CONTACT: BRIAN C. RITZ, PLS
EMAIL: BRITZ@ATWELL-GROUP.COM

SURVEYOR CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY ON WHICH THIS MAP IS BASED
WAS MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL
REQUIREMENT FOR ALTA/NSPS LAND TITLE SURVEYS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, _____.

BRIAN C. RITZ, PLS
COLORADO REG. NO. 38452
BRITZ@ATWELL-GROUP.COM
FOR AND ON BEHALF OF ATWELL, LLC.

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

BOARD OF TRUSTEES CERTIFICATE

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

THIS _____ DAY OF _____, 20 _____, BY ORDINANCE NO. _____.

DIRECTOR _____

ATTEST: TOWN CLERK _____

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO

THIS _____ DAY OF _____, 20 _____, BY ORDINANCE NO. _____.

DIRECTOR _____

ATTEST: TOWN CLERK _____

LEGAL DESCRIPTION

LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3 RE-2794,
RECORDED AT RECEPTION NO. 2789721, LOCATED IN THE SW 1/4 OF SECTION 5,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD,
STATE OF COLORADO.

LAND USE SUMMARY

Planning Area	Use	Acres	Density Range (DU/AC) FAR	Anticipated Units	% of Total Acres
PA-1 PUD R-B	Medium Density Residential	35.25 (22.75) ⁽¹⁾	4-10 DU/Ac	91-227 DUs	47.9%
PA-2 PUD R-B / PUD RC	Medium Density Residential / Commercial	14.21	4-10 DU/Ac / 0.25 -0.50 FAR	57-142 DUs – 154,746 SF – 309,493 SF	19.3%
PA-3 PUD RC	Commercial	20.66	0.25 -0.50 FAR	224,987 SF – 449,975 SF	28.0%
	Fairview Street ROW	3.57			4.8%
	O/G well Radius	(12.50)			
TOTAL		73.69			100%

(1) Developable area net of oil and gas well radius

SHEET INDEX

- COVER SHEET
- GENERAL NOTES
- DEVELOPMENT PLAN

FIRESTONE INFORMATION BLOCK	
NAME OF SUBMITTAL:	FIRELIGHT PARK
TYPE OF SUBMITTAL:	ODP AMENDMENT
FILING NUMBER:	
PHASE NUMBER:	
SHEET TITLE:	COVER
PREPARATION DATE:	11-3-2021
REVISIONS DATE:	
REVISIONS DATE:	
REVISIONS DATE:	
REVISIONS DATE:	
SHEET 1 OF 2	

APPLICANT:

FIRELIGHT DEVELOPMENT, INC.
DALE BRUNS
1426 ONYX CIRCLE,
LONGMONT, CO 80504

CIVIL ENGINEER

ATWELL
ATWELL
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303-462.1100

PLANNER

henry design group
HENRY DESIGN GROUP
1501 WAZEE STREET, SUITE 1-C
DENVER, CO 80202
303-446-2568

FIRELIGHT PARK
FIRESTONE, COLORADO
OUTLINE DEVELOPMENT PLAN
AMENDMENT NO. 1

SHEET TITLE

COVER SHEET

SHEET NUMBER

1 of 2



Landscape Architecture • Planning • Entitlements

FIRELIGHT PARK

Virtual Neighborhood Meeting

November 10, 2021

Attended by approximately 10 adjacent owners and the design/development team.

DISCUSSED:

- Concern with the trail along their western property line. Will there be a buffer?
- Longview does not have fences - trespassing is a concern
- Height of the proposed homes?
- Too much traffic on Hwy. 119
- Are there protective measures for homes near the O/G facilities
- Sound protection from the compressors
- Concern with fire as there is no connection from Firelight Park to Longview
- Concern with their water source from the Oligarchy Ditch
- Longview is a dead end on the north. Will there be a connection made?
- Question regarding access to the commercial

Tools Identify Measure Draw Advanced

Layers Home Legend Results Show

Rectangle Enable Buffering Enable Add Results Enable Subtract Results Identifiable Layers

← Parcels (633)

☆ Owner: ABDALLA AMRO M

Account: M0002401 Parcel: 131305000048
Address: 3357 MESA VERDE 165 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: ABDALLA PENNY M

Account: M0002401 Parcel: 131305000048
Address: 3357 MESA VERDE 165 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: MOULTON BRIAN SCOTT

Account: M0002501 Parcel: 131305000048
Address: 3354 MESA VERDE 160 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: SEDLACK TRUST

Account: M0016401 Parcel: 131305000048
Address: 3374 BIG BEND 194 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

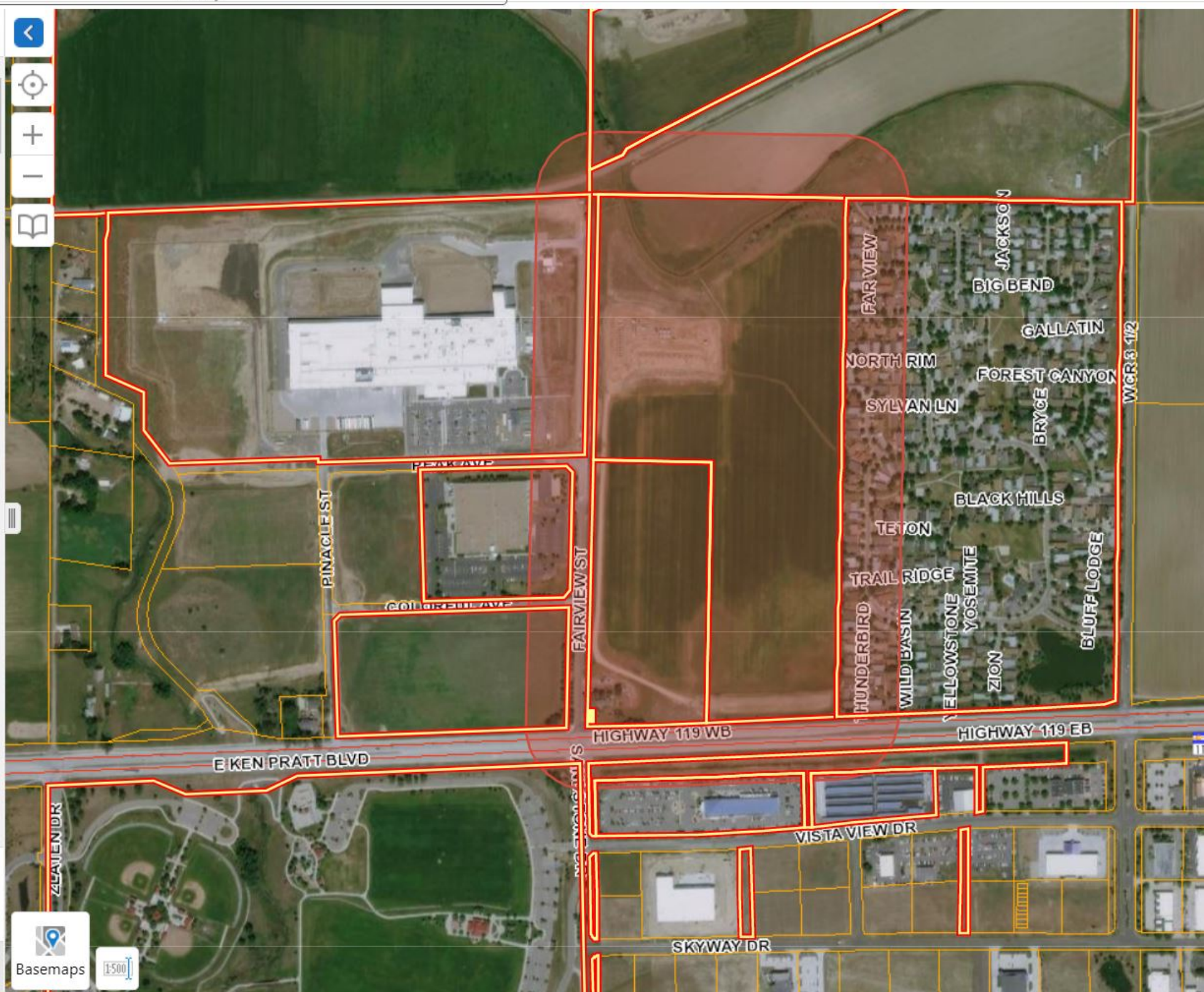
☆ Owner: CONTRERAS MARTIN MORENO

Account: M0016601 Parcel: 131305000048
Address: 11280 BIG BEND 242 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

Displaying 1 - 50 (Total: 633)

◀◀ Page 1 of 13 ▶▶

Layers Parcels (633)



ABDALLA PENNY M
3357 MESA VERDE UNIT 165
LONGMONT, CO 805046276

ACCELERATED EQUITY LLC
6500 S QUEBEC ST STE 300
CENTENNIAL, CO 801114674

ACOSTA ORENDAY JUAN ANTONIO
11129 YOSEMITE # 339
LONGMONT, CO 805046243

AGUELERA AMANDA
3334 TETON APT 364
LONGMONT, CO 805046251

AGUILERA LETICIA E
11071 WILD BASIN #289
LONGMONT, CO 805046244

ALEXANDER PATRICIA
11133 BLUFF LDG # 11
LONGMONT, CO 805049584

ALFARO ARLENE
3368 LONGVIEW BLVD LOT 313
LONGMONT, CO 805046246

ALMANZA SOLVEIGH
3251 N RIM APT 133
LONGMONT, CO 805046275

AMC LONGVIEW LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS, MI 483345900

ANGELES RAMIREZ MARIA DE LOS
11456 GLACIER PT LOT 58
LONGMONT, CO 805046216

ANGULO GRISELDA M
11461 GLACIER PT APT 66
LONGMONT, CO 805046217

ANSELL CONNIE
11323 BIG BEND #223
LONGMONT, CO 805049588

ANTON EDWARD A
3347 FAR VW # 104
LONGMONT, CO 805046282

ARELLANO DENISE CERVANTES
3306 FAR VW APT 184
LONGMONT, CO 805046284

ARELLANO SAMUEL CERCEDA
11096 YELLOWSTONE APT 312
LONGMONT, CO 805046762

ARELLANO TORRES IRMA
11487 JACKSON LOT 91
LONGMONT, CO 805046213

ARREDONDO-PEREZ MARISOL
11484 JACKSON LOT 88
LONGMONT, CO 805046213

ARREOLA DORA ELIA
3437 GALLATIN
LONGMONT, CO 805046202

ASBURY DANIEL CHARLES
11317 BRYCE APT 230
LONGMONT, CO 805049594

AUTOMOTIVE PROPERTIES ON 119 LLC
1415 VISTA VIEW DR
LONGMONT, CO 805045243

AYOUB MAHSHEED G
3338 TRAIL RIDGE LOT 350
LONGMONT, CO 805046250

BABCOCK VICKI J
3382 BLACK HLS # 394
LONGMONT, CO 805049596

BAILEY LELAND JOE
11142 BLUFF LDG APT 3
LONGMONT, CO 805049584

BAILEY SABINE
3406 BLACK HLS # 396
LONGMONT, CO 805049596

BAKER MARYANN
11301 SHOSHONE # 238
LONGMONT, CO 805046269

BALL LAURINDA
11139 LONGVIEW BLVD LOT 269
LONGMONT, CO 805049598

BALLARD CHARLES
3335 LONGVIEW BLVD LOT 341
LONGMONT, CO 805046247

BANDOCK MARY MARGARET
3311 FAR VW APT 107
LONGMONT, CO 805046282

BARKER LORI
3417 FOREST CYN APT 215
LONGMONT, CO 805049593

BATCHELOR BONNIE T
11076 ZION LOT 324
LONGMONT, CO 805046241

BAUMGARTNER ALLEN L
11262 LONGVIEW BLVD LOT 32
LONGMONT, CO 805049587

BAUTISTA LUIS RAUL
11370 BIG BND APT 51
LONGMONT, CO 805049592

BAYSHORE AMC HOMES LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS, MI 483345900

BEADLE LYNDAL
3425 GALLATIN APT 204
LONGMONT, CO 805046202

BEADLES SARA FRANCES
11463 JACKSON 93
LONGMONT, CO 805046213

BEATTY TRUDY
3402 LONGVIEW BLVD LOT 385
LONGMONT, CO 805046246

BECC LLC
9649 BRAMWOOD ST
FIRESTONE, CO 805045914

BEERY LAWAYNE
3455 FOREST CYN # 211
LONGMONT, CO 805049593

BENSON CRAIG A
3311 LONGVIEW BLVD UNIT 343
LONGMONT, CO 805046247

BERGER CLOVE
3263 N RIM # 132
LONGMONT, CO 805046275

BERGLUND KELSI

BERRY DIANE K
11281 BRYCE # 233
LONGMONT, CO 805049594

BIBY DELORES J
11284 SHOSHONE APT 236
LONGMONT, CO 805046266

BICKFORD BARBARA J
11493 HOT SPGS APT 77
LONGMONT, CO 805046222

BOETZ ROWENA
11065 THUNDERBIRD UNIT 275
LONGMONT, CO 805046245

BOGARD DIANA
703 BEAVER COVE CT
LOVELAND, CO 805377975

BONI LISA PLOOSTER
3286 MAMMOTH APT 173
LONGMONT, CO 805046290

BOTTORFF DONNA
3297 LONGVIEW BLVD
LONGMONT, CO 805046283

BRACKETT JOSHUA MICHAEL
11490 HOT SPGS LOT 76
LONGMONT, CO 805046223

BROCK LARRY
3280 FAR VW APT 123
LONGMONT, CO 805046284

BROWN JANICE
11063 YELLOWSTONE APT 304
LONGMONT, CO 805046762

BRUM LEANN CHRISTINE
11321 BIG BND
LONGMONT, CO 805049588

BRUNK ROBIN A
3346 TETON # 365
LONGMONT, CO 805046251

BRUNKOW DIANE
3474 BRIGHT ANGEL
LONGMONT, CO 805049586

BRUNNER RODNEY R
11452 HOT SPGS # 72
LONGMONT, CO 805046223

BUDNICK JOAN
3320 LONGVIEW BLVD
LONGMONT, CO 805046246

BULLINGTON RANDALL WILLIAM
11179 YOSEMITE LOT 334
LONGMONT, CO 805046243

BURBACK MARY J
3373 BLACK HILLS NO 392
LONGMONT, CO 805049596

BURROUGHS CAMERON M
11466 FAR VW
LONGMONT, CO 805046280

CABRERA CANO JORGE O
3294 LONGVIEW BLVD LOT 375
LONGMONT, CO 805046246

CARLETON JUDY LEE
3302 TRAIL RIDGE UNIT 347
LONGMONT, CO 805046250

CARLSON PEGGY A
3306 LONGVIEW BLVD # 376
LONGMONT, CO 805046246

CARPENTER CERISSE D
11320 BIG BND 46
LONGMONT, CO 805049592

CARPENTER MARILYN MARGARET
3460 GALLATIN APT 209
LONGMONT, CO 805046202

CARRERA SALLY A
11090 ZION # 326
LONGMONT, CO 805046241

CARTER DAVID C
3292 FAR VW APT 124
LONGMONT, CO 805046284

CASTILLEJA TOMMY
11150 LONGVIEW BLVD 14
LONGMONT, CO 805049585

CASTILLO EMILIO MARTINEZ
11435 BIG BND
LONGMONT, CO 805046201

CASTRO ROMELIA FRAGA
3380 LONGVIEW BLVD LOT 314
LONGMONT, CO 805046246

CERNA OSCAR L
11040 ZION APT 321
LONGMONT, CO 805046241

CHAPARRO MANUEL
3491 BRIGHT ANGEL LOT 23
LONGMONT, CO 805049586

CHAVEZ JAIME A
C/O DARLA SHUPE
11931 N 61ST ST
LONGMONT, CO 805039139

CHRISTENSEN DONALD G
3486 BRIGHT ANGEL # 21
LONGMONT, CO 805049586

CHRISTIENSEN PHILIP
11141 LONGVIEW BLVD APT 268
LONGMONT, CO 805049598

CIMINO THELMA
3489 BRIGHT ANGEL 24
LONGMONT, CO 805049586

CLARK DUDLEY S
11434 JACKSON APT 84
LONGMONT, CO 805046213

CLIFF ELIZABETH
11072 YELLOWSTONE # 310
LONGMONT, CO 805046762

CLINCH ELIZABETH ANNE
11293 BRYCE
LONGMONT, CO 805049594

CLOUD BETTYE C STAR
3319 FAR VW APT 168
LONGMONT, CO 805046282

COATES YOVANDA
3332 LONGVIEW BLVD # 300
LONGMONT, CO 805046246

COLLIER KENNETH EDWARD
11437 JACKSON APT 96
LONGMONT, CO 805046213

COLLIER TARA FAYE
11304 BIG BND
LONGMONT, CO 805049591

COLLINS MELYNDA LAREE
11171 BLUFF LDG APT 7
LONGMONT, CO 805049584

CONN THOMAS L
11470 GLACIER PT LOT 60
LONGMONT, CO 805046216

CORCORAN TERRANCE S

CORDOVA ESQUIVEL GERARDO
11153 LONGVIEW BLVD
LONGMONT, CO 805049598

CORTEZ MARIA DEL CARMEN
831 E 4TH AVE
LONGMONT, CO 805046011

COWLEY STEPHEN A
11277 SOUTH RIM NO 256
LONGMONT, CO 805046263

CRAWFORD JOSEPH BOLDEN
11316 BIG BND APT 148
LONGMONT, CO 805049591

CRESS THOMAS WAYNE
3465 BRIGHT ANGEL
LONGMONT, CO 805049586

CROSSLAND BRENDA M
11041 THUNDERBIRD APT 277
LONGMONT, CO 805046245

CUMMINGS LLOYD D
11332 BIG BND APT 47
LONGMONT, CO 805049592

CUMMINGS PAMELA MORRIS
3343 LONGVIEW BLVD UNIT 241
LONGMONT, CO 805046247

CURTIS DEBRA
11290 BRYCE LOT 234
LONGMONT, CO 805049594

DAVIS SUZAN L
11254 CANYON CRK # 40
LONGMONT, CO 805049595

DECKERT CAROL L
11482 GLACIER PT 61
LONGMONT, CO 805046216

DEGROTE DOUGLAS EDWARD
11186 LONGVIEW BLVD
LONGMONT, CO 805049585

DELAPLANE TIMOTHY JAMES
11189 LONGVIEW BLVD # 264
LONGMONT, CO 805049598

DEMANCHE ARLENE
11164 YOSEMITE UNIT 332
LONGMONT, CO 805046243

DIAZDELEON SIMON EDGAR
ALEJANDRO
11243 LONGVIEW BLVD APT 386
LONGMONT, CO 805049597

DIEZ-CANSECO LENKA T
3329 TRAILRIDGE UNIT 354
LONGMONT, CO 805046250

DOMINGUEZ VERONICA BARRON
11295 BIG BND LOT 146
LONGMONT, CO 805049588

DOYLE YATES ELEANOR
11330 BIG BND APT 157
LONGMONT, CO 805049592

DOZIER MARY E
11354 BIG BND LOT 158
LONGMONT, CO 805049592

DUDLEY JESSE
3450 BRIGHT ANGEL
LONGMONT, CO 805049586

DUEÑAS ARZABALA LUIS MANUEL
11481 HOT SPGS LOT 78
LONGMONT, CO 805046222

DUNHAM ROBERT LIVING TRUST
11369 BIG BND 127
LONGMONT, CO 805049589

EDWARDS DAVID A
11049 YELLOWSTONE APT 306
LONGMONT, CO 805046762

EICHENLAUB TRUST
3370 BLACK HLS LOT 393
LONGMONT, CO 805049596

ESPINOZA CONCHA
3414 FOREST CYN APT 218
LONGMONT, CO 805049593

EUBANKS THOMAS E
3462 BRIGHT ANGEL 19
LONGMONT, CO 805049586

FAGGETTI PAMELA
11212 LONGVIEW BLVD #372
LONGMONT, CO 805049587

FALCONER GREGORY L
3302 SYLVAN LN
LONGMONT, CO 805046273

FAZIO KAREN M
3338 LONGVIEW BLVD APT 378
LONGMONT, CO 805046246

FEDERICO RICARDO
11105 ZION
LONGMONT, CO 805046241

FIGUEROA ADRIAN M PADILLA
11306 BIG BND APT 44
LONGMONT, CO 805049591

FITZGERALD SANDRA DIANE
11394 BIG BND LOT 53
LONGMONT, CO 805049592

FLETCHER JANE K
11064 ZION APT 323
LONGMONT, CO 805046241

FLORA CRAIG STEVEN
3388 LONGVIEW BLVD APT 383
LONGMONT, CO 805046246

FLORES ESTEVAN
3360 RUSHMORE APT 151
LONGMONT, CO 805046274

FOLEY CYNTHIA G REVOCABLE LIVING
TRUST
11102 ZION LOT 327
LONGMONT, CO 805046241

FORE JAMES D
11433 FAR VW LOT 190
LONGMONT, CO 805046281

FRIBERG CAMERON
3350 BIG BND APT 192
LONGMONT, CO 805046278

GARCIA PAUL
11048 THUNDERBIRD APT 280
LONGMONT, CO 805046245

GARCIA T ANTONIO
3287 N RIM
LONGMONT, CO 805046275

GASS LEWIS ANDREW
11265 SOUTHRIM
LONGMONT, CO 805046263

GEARY JAMES A
3323 FAR VW APT 106
LONGMONT, CO 805046282

GEIST THOMAS J
3341 BIG BND LOT 191
LONGMONT, CO 805046279

GELDEN RON
8583 COUNTRY VIEW LN
BURLINGTON, WI 531056804

GERST KATHY L
11450 FAR VIEW LOT 181
LONGMONT, CO 805046280

GLASS PAUL NORMAN
3377 BIG BND LOT 97
LONGMONT, CO 805046279

GLOVER GLENNA G
3402 FOREST CYN APT 217
LONGMONT, CO 805049593

GLOVER JOHN MCCOY III
11268 BIG BND APT 33
LONGMONT, CO 805049590

GODDARD LAURA L
11464 HOT SPGS APT 73
LONGMONT, CO 805046223

GODINEZ RUBEN JUNIOR
3307 FAR VW LOT 169
LONGMONT, CO 805046282

GOFF BARBARA L
11447 BIG BND APT 196
LONGMONT, CO 805046201

GONZALES RICHARD D
11043 ZION APT 320
LONGMONT, CO 805046241

GONZALES ROBERT
11079 ZION UNIT 317
LONGMONT, CO 805046241

GONZALEZ DORA
11449 JACKSON
LONGMONT, CO 805046213

GOODWIN PATRICIA ANN
3386 BIG BND
LONGMONT, CO 805046278

GOURLEY MICHAEL DEAN
11091 THUNDERBIRD APT 272
LONGMONT, CO 805046245

GRAY DENISE
3411 BLACK HLS LOT 388
LONGMONT, CO 805049596

GREENO RONALD L
11475 JACKSON LOT 92
LONGMONT, CO 805046213

GREENSPAN GARY M
11103 THUNDERBIRD LOT 271
LONGMONT, CO 805046245

GROSSNICKLE KARLA
636 ASPEN CIR
FREDERICK, CO 805308007

GROSSNICKLE KAYLA ANN
11226 LONGVIEW BLVD #29
LONGMONT, CO 805049587

GROSSO CHARLES J JR
11250 LONGVIEW BLVD APT 31
LONGMONT, CO 805049587

GUNN SUSAN
3362 BIG BND LOT 193
LONGMONT, CO 805046278

GUTIERREZ YAILY
3301 TETON
LONGMONT, CO 805046251

HACKER CYNTHIA K
11100 THUNDERBIRD LOT 285
LONGMONT, CO 805046245

HAEFELE CYNTHIA LEE
11131 YOSEMITE APT 338
LONGMONT, CO 805046243

HALL DONNA N
3452 FOREST CYN
LONGMONT, CO 805049593

HARBURG RUDOLPH WILLIAM
11412 FAR VW LOT 172
LONGMONT, CO 805046280

HARDENBURGH TERRY
3409 BLACK HLS APT 389
LONGMONT, CO 805049596

HARMS DEBORAH S
11444 GLACIER PT UNIT 57
LONGMONT, CO 805046216

HARRIS CHARLES G
11294 BIG BEND
LONGMONT, CO 805049591

HARRIS ROBERT
10187 VINE CT
THORNTON, CO 802292385

HAUBERT DAVID W
11299 SHOSHONE LOT 239
LONGMONT, CO 805046267

HAWKINS GLENN W
1937 RED CLOUD RD
LONGMONT, CO 805041967

HEDRICK RICHARD V
3359 FAR VW
LONGMONT, CO 805046282

HENDERSON HOWETH DARLENE
11286 SOUTHRIM APT 246
LONGMONT, CO 805046221

HENRY DEANNA R
11121 BLUFF LDG LOT 12
LONGMONT, CO 805049584

HERNANDEZ BRENDA Y SANCHEZ
11406 BIG BND APT 54
LONGMONT, CO 805046212

HERNANDEZ GONZALEZ PEDRO
11092 WILD BASIN
LONGMONT, CO 805046244

HERNANDEZ IMELDA
3378 MESA VERDE LOT 162
LONGMONT, CO 805046276

HERNANDEZ MIREYA M
3309 LONGVIEW BLVD LOT 244
LONGMONT, CO 805046247

HERRERA RODRIGUEZ IVAN
3314 TRAILRIDGE
LONGMONT, CO 805046250

HIGHT JASON ALBERT
11054 WILD BASIN APT 294
LONGMONT, CO 805046244

HILL MARY JO
11459 GLACIER PT APT 67
LONGMONT, CO 805046217

HOYNS LAWRENCE S
1522 HENRY CT
LONGMONT, CO 805012585

HUERTA IVY HAZEL
3305 SYLVAN LN APT 142
LONGMONT, CO 805046273

HUGHES CHRISTOPHER
3418 BLACK HLS
LONGMONT, CO 805049596

HUNT DANIEL
3266 FAR VW LOT 121
LONGMONT, CO 805046284

HUNT KRISTINE M
11253 LONGVIEW BLVD # 258
LONGMONT, CO 805049597

HUNTER BARBARA
11174 LONGVIEW BLVD APT 16
LONGMONT, CO 805049585

HUNTER ROGER NELSON
11297 BIG BND
LONGMONT, CO 805049588

IBARRA-ARELLANO GABRIEL
3397 BLACK HLS APT 390
LONGMONT, CO 805049596

IRENE BURNS
3335 FAR VW UNIT 105
LONGMONT, CO 805046282

Jaquez GUADALUPE
3369 MESA VERDE LOT 164
LONGMONT, CO 805046276

JILES HERMAN NELSON
11233 CANYON CRK APT 37
LONGMONT, CO 805049595

JM SMUCKER LLC
1 STRAWBERRY LN
ORRVILLE, OH 446671241

JOHNSON HAMILTON KIMBERLY
11439 FAR VW LOT 117
LONGMONT, CO 805046281

JOHNSON SCOTT MICHAEL
11308 SHOSHONE UNIT 237
LONGMONT, CO 805046268

JOHNSTON THOMAS F
3297 FAR VW LOT 109
LONGMONT, CO 805046282

JOSHI PHIROJ
3298 MAMMOTH #174
LONGMONT, CO 805046290

JUAREZ DIANNA S
11445 FAR VIEW NO 189
LONGMONT, CO 805046281

JUAREZ-MORALES JESUS A
11411 BIG BND
LONGMONT, CO 805046201

KEHL KEVIN
118 N CHERRY LN
GRANBURY, TX 760481807

KEPLER LINDA L
11489 FAR VW LOT 112
LONGMONT, CO 805046281

KERR LEAH
11245 CANYON CRK APT 36
LONGMONT, CO 805049595

KING PAM
3308 N RIM LOT 139
LONGMONT, CO 805046275

KITTERMAN ELLIS
3432 BLACK HLS APT 399
LONGMONT, CO 805049596

KLASA MARY
11359 BIG BND LOT 210
LONGMONT, CO 805049589

KNIGHT BRIGITTE
PO BOX 2274
LONGMONT, CO 805022274

KOSLOVSKY ANN M
3390 LONGVIEW BLVD APT 384
LONGMONT, CO 805046246

LAAKER JOSEPH JAY
11468 GLACIER PT LOT 59
LONGMONT, CO 805046216

LANGE KATHY
11257 CANYON CRK APT 35
LONGMONT, CO 805049595

LANTTA ALICE DARLENE
3364 LONGVIEW BLVD
LONGMONT, CO 805046246

LAWLEY ROBERT W JR
3344 FAR VIEW UNIT 187
LONGMONT, CO 805046284

LEES JUDITH L
11177 LONGVIEW BLVD APT 265
LONGMONT, CO 805049598

LIMBAUGH TODD ANTHONY
PO BOX 411
DACONO, CO 805140411

LINDA MUSILLI TRUSTEE SPECIAL NEED
TRUST
SUSAN GOFFREDO C/O CHRIS
GOFFREDO

LONGMONT CITY OF
350 KIMBARK ST
LONGMONT, CO 805015500

LONGMONT CITY OF
350 KIMBARK ST
LONGMONT, CO 805015500

LOPEZ MARIA LOURDES
11143 YOSEMITE UNIT 337
LONGMONT, CO 805046243

LOPEZ RODRIGUEZ NOEL CECILIO
11432 GLACIER PT LOT 56
LONGMONT, CO 805046216

LOPEZ TONYO
11318 BIG BND APT 45
LONGMONT, CO 805049592

LOVATO M SALLY
3446 GALLATIN APT 207
LONGMONT, CO 805046202

LOWRY THOMAS PATRICK
11485 GLACIER PT APT 64
LONGMONT, CO 805046217

LUCAS MICHAEL L
11380 BIG BND APT 167
LONGMONT, CO 805049592

LUCERO CHRISTOPHER
11045 WILD BASIN 292
LONGMONT, CO 805046244

LUCERO ROCKY JOE
11128 BLUFF LDG
LONGMONT, CO 805049584

LUCERO TERESA
11451 JACKSON # 94
LONGMONT, CO 805046213

LUEB CATHI L
11203 LONGVIEW BLVD # 262
LONGMONT, CO 805049597

LUEB CLARENCE J
3393 LONGVIEW BLVD # 235
LONGMONT, CO 805046247

LUQUE JOSEPHINE E
11344 BIG BND # 48
LONGMONT, CO 805049592

MACIAS JAMES RAY
11400 FAR VW LOT 171
LONGMONT, CO 805046280

MACY DONALD (9% INT)

MADDOX ABIGAL ROSE
3331 TRAIL RIDGE 430
LONGMONT, CO 805046250

MAHER CHARLES E
3315 MAMMOTH # 177
LONGMONT, CO 805046293

MALDONADO ELESIA O
11432 BIG BND LOT 70
LONGMONT, CO 805049599

MALPICA MUNOZ LAURA N
11230 CANYON CRK LOT 38
LONGMONT, CO 805049595

MARES-GOMEZ MARINA
3323 LONGVIEW BLVD APT 342
LONGMONT, CO 805046247

MARQUEZ RICARDO LASTIRI
3299 LONGVIEW BLVD LOT 344
LONGMONT, CO 805046283

MARRY URSULA
11273 BIG BND
LONGMONT, CO 805049588

MARTINEZ ELIZABETH C
11140 YOSEMITE APT 330
LONGMONT, CO 805046243

MARTINEZ KATELYN
11069 WILD BASIN APT 290
LONGMONT, CO 805046244

MARTINEZ MARY C
3440 FOREST CYN # 221
LONGMONT, CO 805049593

MARTINEZ-VALADEZ HECTOR
11236 LONGVIEW BLVD APT 373
LONGMONT, CO 805049587

MASON RUTH A
3278 FAR VW LOT 122
LONGMONT, CO 805046284

MATHENEY MAGEN LEE
11478 FAR VW LOT 102
LONGMONT, CO 805046280

MATHENEY MATTHEW L
3300 MAMMOTH 175
LONGMONT, CO 805046292

MATTORANO DONNY
3426 FOREST CYN 219
LONGMONT, CO 805049593

MAXON SABRINA ANN
11327 SOUTHRIM UNIT 251
LONGMONT, CO 805046264

MAZZOTTA SARAH A
11062 THUNDERBIRD LOT 282
LONGMONT, CO 805046245

MCCABE WANDA G
3318 FAR VW APT 185
LONGMONT, CO 805046284

MCCALASTER CHARLES M
11303 SOUTHRIM
LONGMONT, CO 805046264

MCCRELLIAS DAVID E
3313 TETON UNIT 369
LONGMONT, CO 805046251

MCEVOY RANDY M
11039 THUNDERBIRD UNIT278
LONGMONT, CO 805046245

MCKEE TINA
3318 LONGVIEW BLVD APT 377
LONGMONT, CO 805046246

MEADE SHERRY K
5362 VICTORIA CIR
FIRESTONE, CO 805049620

MEDINA CESAR
2584 BRANDING IRON WAY
MEAD, CO 805424019

MEDINA DEVARELA ANA L
3405 FOREST CYN APT 216
LONGMONT, CO 805049593

MEILENNER THOMAS
11479 HOT SPGS APT 79
LONGMONT, CO 805046222

MIDDLETON LOLA MAE
11088 ZION APT 325
LONGMONT, CO 805046241

MILLARD MICHAEL R
442 COUNTY ROAD 19
BRIGHTON, CO 806039227

MINSER GARY
11238 LONGVIEW BLVD
LONGMONT, CO 805049587

MOBILE HOME BUYERS LLC
3758 E 104TH AVE # 210
THORNTON, CO 802334434

MODESTO SERNA JOSE
11167 YOSEMITE
LONGMONT, CO 805046243

MONCIVAIS JOHN
11166 BLUFF LODGE
LONGMONT, CO 805049584

MONTANTE MARIE
11107 WILD BASIN APT 287
LONGMONT, CO 805046244

MOODY SUZANNE ROBIN
11315 SOUTHRIM
LONGMONT, CO 805046264

MOONDANCER CHEYENNE A
3431 FOREST CANYON LOT 213
LONGMONT, CO 805049593

MOORE TRACEY A
3498 BRIGHT ANGEL APT 22
LONGMONT, CO 805049586

MORSE EDWARD C
3 LAKESIDE RD
MAHOPAC, NY 105413126

MOULTON BRIAN SCOTT
3354 MESA VERDE APT 160
LONGMONT, CO 805046276

MUNHOLLAND LARRY D JR
3451 GALLATIN UNIT 201
LONGMONT, CO 805046202

MUNIZ GILBERT
3434 GALLATIN APT 206
LONGMONT, CO 805046202

MUNOZ ALMA
11050 THUNDERBIRD
LONGMONT, CO 805046245

MUNOZ MARTINEZ ROSELIA
11060 YELLOWSTONE APT 309
LONGMONT, CO 805046762

NATION GERALD
3258 N RIM LOT 134
LONGMONT, CO 805046275

NELSON WESLEY FRANCIS
11080 WILD BASIN 297
LONGMONT, CO 805046244

NEWBERRY FAMILY TRUST
3443 FOREST CYN
LONGMONT, CO 805049593

NIX GINA
11053 THUNDERBIRD APT 276
LONGMONT, CO 805046245

NOLEN MACHELLE
3325 TETON LOT 368
LONGMONT, CO 805046251

NORMAN JOYCE M
11314 BRYCE
LONGMONT, CO 805049594

NUNEZ RODRIGUEZ GUILLERMO
11447 GLACIER PT
LONGMONT, CO 805046217

NUPEN RODGER
11266 CANYON CRK UNIT 41
LONGMONT, CO 805049595

OLAVE ZAMIRA
3423 BLACK HLS LOT 387
LONGMONT, CO 805049596

OLOUGHLIN GLENN PAUL
11081 ZION APT 316
LONGMONT, CO 805046241

ONEAL L C JR
305 W HAWTHORN CT
LOUISVILLE, CO 800271146

ORTIZ PATRICIA J
3304 FAR VW
LONGMONT, CO 805046284

OSBORNE JAMIE L
11145 BLUFF LDG APT 10
LONGMONT, CO 805049584

OSORNIO ORTEGA JOSE O
11383 BIG BND LOT 126
LONGMONT, CO 805049589

OTEY TODD A
3376 LONGVIEW BLVD LOT 382
LONGMONT, CO 805046246

PARK KAREN M
3310 TETON 362
LONGMONT, CO 805046251

PARKER SHAWN
11302 BRYCE LOT 228
LONGMONT, CO 805049594

PARKER SHERRI L
11162 LONGVIEW BLVD 15
LONGMONT, CO 805049585

PARKINSON LARRY
11409 BIG BND LOT 200
LONGMONT, CO 805046201

PARRISH VICTORIA A
11496 JACKSON LOT 89
LONGMONT, CO 805046213

PAYNE CHERYL A
3317 TRAILRIDGE
LONGMONT, CO 805046250

PAZIER JOSEPH LAWRENCE
1937 N CAMINO REAL
CASA GRANDE, AZ 851221707

PEARCE RALPH E
3293 SYLVAN LN LOT 143
LONGMONT, CO 805046273

PEREZ BLANCA LORENA
11312 SOUTH RIM UNIT 249
LONGMONT, CO 805046265

PEREZ BLANCA LORENA
11136 LONGVIEW BLVD LOT 345
LONGMONT, CO 805049585

PEREZ BLANCA LORENA
3301 N RIM UNIT 128
LONGMONT, CO 805046275

PERKINS JERRY H
3313 LONGVIEW BLVD LOT 243
LONGMONT, CO 805046247

PETERSON BARBARA J
3358 RUSHMORE LOT 150
LONGMONT, CO 805046274

PETERSON KELLI
11215 LONGVIEW BLVD LOT 261
LONGMONT, CO 805049597

PIA JOHNATHAN TAKEO
3390 SYLVAN LN APT 144
LONGMONT, CO 805046273

PILCHER RICHARD A
3293 TRAIL RIDGE
LONGMONT, CO 805046205

POND CHRISTOPHER N
3366 MESA VERDE # 161
LONGMONT, CO 805046276

POWERS SHARON
11165 LONGVIEW 266
LONGMONT, CO 805049598

PRICE SUSAN R
3349 RUSHMORE # 156
LONGMONT, CO 805046274

QUESADA RAQUEL LISA
11084 YELLOWSTONE APT 311
LONGMONT, CO 805046762

QUIGLEY KENNETH M
3422 GALLATIN # 205
LONGMONT, CO 805046202

RAEL ANGELIQUE
3310 N RIM 140
LONGMONT, CO 805046275

RAMIREZ FRANCISCO MANUEL
3385 BLACK HLS
LONGMONT, CO 805049596

RAMIREZ ROSA M
11075 YELLOWSTONE APT 303
LONGMONT, CO 805046762

RAMIREZ-GUTIERREZ MAYRA
11239 LONGVIEW BLVD UNIT 260
LONGMONT, CO 805049597

RAMIREZ-MURO MANUEL ANTONIO
3347 LONGVIEW BLVD APT 340
LONGMONT, CO 805046247

READY THERESA
3326 TRAIL RIDGE
LONGMONT, CO 805046250

REED CHARLES D
11242 CANYON CRK # 39
LONGMONT, CO 805049595

REED RICK E
11157 BLUFF LDG APT 9
LONGMONT, CO 805049584

REEDER AYALA JESSICA LYN
11057 WILD BASIN APT 291
LONGMONT, CO 805046244

RICE JOSEPH F
3351 RUSHMORE APT 155
LONGMONT, CO 805046274

RICHARDSON RODERICK
3299 TETON LOT 371
LONGMONT, CO 805046251

RICKERT JOHN
3371 MESA VERDE APT 163
LONGMONT, CO 805046276

RICO RODRIGUEZ JUAN E
11311 BIG BND LOT 224
LONGMONT, CO 805049588

ROBERSON KAY LYNN
11298 SOUTHRIM
LONGMONT, CO 805046221

RODRIGUEZ HERNANDEZ VERONICA Y
11074 THUNDERBIRD APT 283
LONGMONT, CO 805046245

RODRIGUEZ JOSE LUIS
11446 FAR VW
LONGMONT, CO 805046280

RODRIGUEZ MACKLIN E AREVALO
11368 BIG BEND LOT 50
LONGMONT, CO 805049592

ROSE JAMES
3375 RUSHMORE LOT 153
LONGMONT, CO 805046274

ROUSSEAU ELVA KAY
11271 CANYON CRK APT 34
LONGMONT, CO 805049595

RUETTING LINDA R
11441 FAR VW APT 116
LONGMONT, CO 805046281

RUMELHAGEN RICHARD REID
11148 LONGVIEW BLVD APT 13
LONGMONT, CO 805049585

SAENZ KARLA J NEVAREZ
11046 YELLOWSTONE APT 307
LONGMONT, CO 805046761

SALDEN GERALD W
3349 TETON LOT 366
LONGMONT, CO 805046251

SALGADO DANIEL
11497 GLACIER PT UNIT 63
LONGMONT, CO 805046217

SAMMARTINO SUSAN
11067 ZION APT 318
LONGMONT, CO 805046241

SANDER JAMES ARNOLD
3343 TRAIL RIDGE 352
LONGMONT, CO 805046250

SAUNDERS WENDY A
3285 FAR VW LOT 110
LONGMONT, CO 805046282

SCHAFT NANCY L
2046 15TH ST SW
LOVELAND, CO 805377722

SAVACOO DAVID ALLEN
11309 BIG BND
LONGMONT, CO 805049588

SCHAUER MARVIN G
3477 BRIGHT ANGEL APT 25
LONGMONT, CO 805049586

SCHLEETER JAMIE S
11443 HOT SPRINGS LOT 82
LONGMONT, CO 805046222

SCHLIEKER WILLIAM
3394 BLACK HLS LOT 395
LONGMONT, CO 805049596

SCHNEIDER MARGARET MERL
11454 FAR VW APT 100
LONGMONT, CO 805046280

SCHOBER JOHN III
11291 SOUTHRIM #254
LONGMONT, CO 805046263

SCHROEDER HELEN JANET
10694 BELMONT ST APT 2
FIRESTONE, CO 805046588

SCOTT MARJORIE
3260 N RIM UNIT 135
LONGMONT, CO 805046275

SEARLE BRENDA
11356 BIG BND APT 49
LONGMONT, CO 805049592

SEASHINE MH MASTER TRUST
4 PARK PLZ STE 650
IRVINE, CA 926142522

SEDLACK TRUST
1349 GAY CIR
LONGMONT, CO 805011876

SEGURA AURELIO
3305 TRAIL RIDGE LOT 356
LONGMONT, CO 805046250

SHERRELWOOD INC
C/O FOWLER PROPERTY
MANAGEMENT
2400 28TH ST STE 301

SHORT-CORCORAN SONG H
3438 FOREST CYN LOT 220
LONGMONT, CO 805049593

SHUMARD JIMMY
3322 TETON 363
LONGMONT, CO 805046251

SIFUENTES REYNALDO ANDRADE
11083 WILD BASIN APT 288
LONGMONT, CO 805046244

SIMONSEN KELLY M
11382 BIG BND LOT 52
LONGMONT, CO 805049592

SINGER JEROME A
2113 CALAIS DR UNIT E
LONGMONT, CO 805041735

SMALL THOMAS E
11191 LONGVIEW BLVD #263
LONGMONT, CO 805049598

SMITH BARBARA JEAN
11476 HOT SPRINGS
LONGMONT, CO 805046223

SMITH JANET E
3429 FOREST CYN APT 214
LONGMONT, CO 805049593

SMITH LEE ANN
11427 FAR VW
LONGMONT, CO 805046281

SMITH STEPHANY
3272 N RIM LOT 136
LONGMONT, CO 805046275

SOLANO CARL E
11058 YELLOWSTONE #308
LONGMONT, CO 805046762

SOTO MARIA BERNARDINA
11280 BIG BND APT 242
LONGMONT, CO 805049591

SPINDLER SCOTT JODY
11154 BLUFF LDG LOT 4
LONGMONT, CO 805049584

STAFFEY STEPHEN R
3275 N RIM APT 131
LONGMONT, CO 805046275

STEEPLES AMBER NICHOLE
11160 LONGVIEW BLVD LOT 358
LONGMONT, CO 805049585

STEINWAND AVIS
3273 FAR VW
LONGMONT, CO 805046282

STONE FREDERICK
11477 FAR VIEW LOT 113
LONGMONT, CO 805046281

STONE MICHAEL
1139 52ND AVE
GREELEY, CO 806342118

STUBBS AMI S
11051 YELLOWSTONE 305
LONGMONT, CO 805046762

STUCKEY KIMBERLY
11101 YELLOWSTONE LOT 301
LONGMONT, CO 805046762

SUBBERT PAUL EUGENE
3296 N RIM APT 138
LONGMONT, CO 805046275

SYMONS CAROLYN
11241 LONGVIEW BLVD # 259
LONGMONT, CO 805049597

TEBO PARTNERSHIP LLLP
PO BOX T
BOULDER, CO 803061966

THOMPSON CHRISTOPHER E
11453 FAR VW UNIT 115
LONGMONT, CO 805046281

THOMPSON DEBRA A
11444 BIG BND UNIT 71
LONGMONT, CO 805049599

THORNTON DOUGLAS CLYDE
11499 JACKSON APT 90
LONGMONT, CO 805046213

THOUNE STUART J
11176 YOSEMITE LOT 333
LONGMONT, CO 805046243

TIEDEMAN HAROLD
11458 JACKSON LOT 85
LONGMONT, CO 805046213

TILFORD CRAIG M
11460 JACKSON
LONGMONT, CO 805046213

TORRES JOSHUA
3282 FAR VW # 182
LONGMONT, CO 805046284

TOWNSON JENNIFER R RATLIFF
11318 BIG BND APT 45
LONGMONT, CO 805049592

TREASTER BREANNA
3449 GALLATIN #202
LONGMONT, CO 805046202

TRIANGLE 1/2 LLC
2400 28TH ST STE 300
BOULDER, CO 803011241

TRIUMPH INVESTMENTS LLC (91% INT)
C/O MACY DEVELOPMENT CO
650 S CHERRY ST STE 1400
DENVER, CO 802461815

TUBB CHARLES F
11430 FAR VIEW LOT 98
LONGMONT, CO 805046280

TUCKER VICKIE LEE
11415 FAR VW LOT 119
LONGMONT, CO 805046281

TULEJA WILLIAM M
350 MARIAN CT
BOLINGBROOK, IL 604402118

UNION NORTH LLC
10345 UTE HWY
LONGMONT, CO 805049737

URYNOWICZ LEAH RANDOLPH
3363 RUSHMORE LOT 154
LONGMONT, CO 805046274

VALLE RODRIGUEZ PATRICIA
3327 MAMMOTH APT 176
LONGMONT, CO 805046293

VAN DEWEGHE THOMAS
11077 THUNDERBIRD LOT 274
LONGMONT, CO 805046245

VASQUEZ LAURA ESELA
11152 YOSEMITE
LONGMONT, CO 805046243

VAUGHAN BETTY
3346 RUSHMORE APT 49
LONGMONT, CO 805046274

VEURINK CHERRYL M
11252 LONGVIEW BLVD LOT 400
LONGMONT, CO 805049587

VIBBERT JOYCE M
11456 BIG BND LOT 83
LONGMONT, CO 805046200

VILLARREAL SOTO ROBERTO
3320 FAR VW
LONGMONT, CO 805046284

VISCONTI DONNA F
8305 E LEONORA ST
MESA, AZ 852079201

VISTA OWNERS ASSOCIATION INC
1835 FAITH PL
LONGMONT, CO 805014714

VOAKE AMBER
3296 LONGVIEW BLVD #286
LONGMONT, CO 805046246

VOYAGE VENTURES LLC
PO BOX 54
LONGMONT, CO 805020054

VYSKOCIL MICHAEL
3291 MAMMOTH LOT 179
LONGMONT, CO 805046291

WAGNER HOWARD
3399 LONGVIEW BLVD LOT 328
LONGMONT, CO 805046247

WARD ELIZABETH
2310 WATERSONG CIR
LONGMONT, CO 805047403

WARDEN CINDY A
11036 THUNDERBIRD UNIT 279
LONGMONT, CO 805046245

WARNER LARRY W
11052 ZION # 322
LONGMONT, CO 805046241

WARZECHA MICHAEL R
3330 MESA VERDE
LONGMONT, CO 805046276

WATSON JUDITH A
3309 FAR VW UNIT 108
LONGMONT, CO 805046282

WEISGERBER LEROY E
3340 TRAILRIDGE
LONGMONT, CO 805046250

WELDON NICHOLAS L
11465 FAR VW APT 114
LONGMONT, CO 805046281

WHEATON SANDY L
11115 THUNDERBIRD LOT 270
LONGMONT, CO 805046245

WHISMAN SHRILEY A
11472 JACKSON APT 87
LONGMONT, CO 805046213

WILHELM BILL
11403 FAR VIEW LOT 120
LONGMONT, CO 805046281

WILLIAMS KATHERYNE MARTIN
11467 HOT SPGS
LONGMONT, CO 805046222

WILLIAMS SUSAN M
3372 RUSHMORE UNIT 152
LONGMONT, CO 805046274

WILSON JOHN W
11324 S RIM LOT 250
LONGMONT, CO 805046265

WIMMERSHOFF NICK
3303 MAMMOTH
LONGMONT, CO 805046293

WISE SHAWN
11494 GLACIER POINT 62
LONGMONT, CO 805042406

WOLDEN AL R
C/O RUSTY NINNIS
11473 GLACIER PT
LONGMONT, CO 805046217

WOLFF DAVID PAUL
3295 FAR VW LOT 170
LONGMONT, CO 805046282

WOLNY CHARLES JEROME
11214 LONGVIEW BLVD APT 28
LONGMONT, CO 805049587

WRIGHT LINDA SUE
11442 FAR VW LOT 99
LONGMONT, CO 805046280

YEARLEY LISA
3337 TETON # 367
LONGMONT, CO 805046251

YORK CYNTHIA
3340 LONGVIEW BLVD UNIT 379
LONGMONT, CO 805046246

YOUNG LANCE ALLEN
3284 TETON LOT 360
LONGMONT, CO 805046251

ZAMORA PAULA A
3284 N RIM UNIT 137
LONGMONT, CO 805046275

ZAVALA ANTONIO JR
3288 TRAIL RIDGE 346
LONGMONT, CO 80504

ZWIEBEL GRETCHEN
11155 YOSEMITE LOT 336
LONGMONT, CO 805046243

ZWISLER MONICA
11086 THUNDERBIRD
LONGMONT, CO 805046245

Firelight Park

NOTICE OF NEIGHBORHOOD MEETING

Re: Firelight Park – Non-residential Plat and Residential Preliminary Plat

Dear Neighbor,

You are cordially invited to a **Virtual** neighborhood meeting regarding the Firelight Park proposed Non-Residential Plat and Residential Preliminary Plat in your area. The project is located east of Fairview Street and north of Highway 119 in the Town of Firestone.

The purpose of this neighborhood meeting is to share, obtain feedback and answer any questions you may have about the latest proposed land use plan.

Non-Residential Plat Proposal

The Non-Residential Plat establishes lots and tracts for the development of commercial and office uses on approximately 20-acres located at the northeast corner of Highway 119 and Fairview Street.

Residential Preliminary Plat

The residential Preliminary Plat proposes 90 Single Family Detached lots on the eastern portion of the site; 66 Paired Homes in the middle portion of the site; and 58 Townhomes in the southwest area of the site. The residential neighborhood also includes parks, trails, and open space.

Access to the non-residential area will be from Fairview Street and at a right-in/right-out only access to Highway 119. Access to the residential neighborhood will be from Fairview Street.

FIRELIGHT PARK NEIGHBORHOOD MEETING INSTRUCTIONS

Wednesday, November 10, 2021

6:00 PM - 7:00 PM (MST)

Please join my meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/mkrapichler/firelight-park-neighborhood-meeting>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 607-516-661

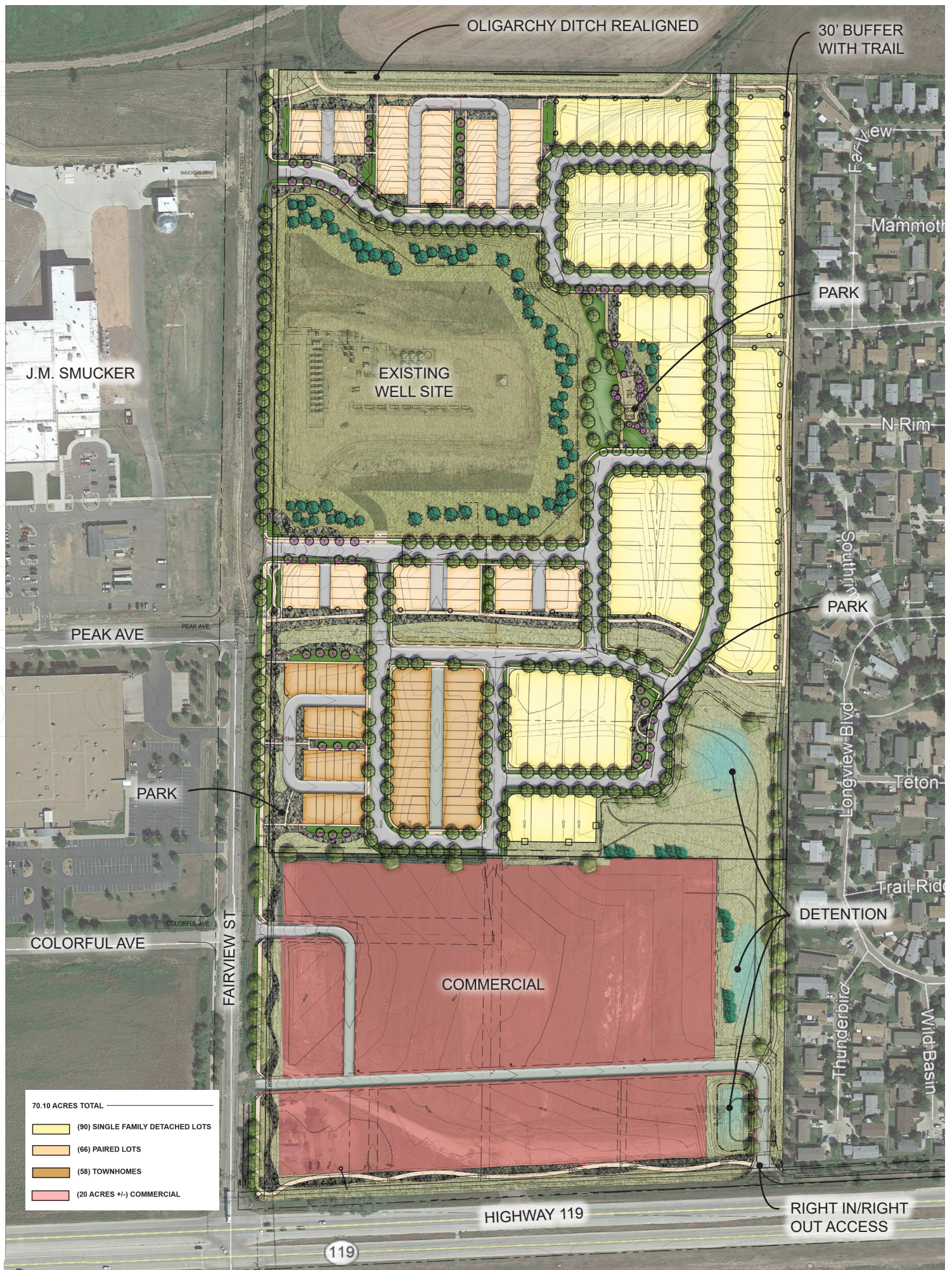
New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/607516661>

Questions: Karen Henry, Henry Design Group, 303-446-2368

Sincerely,

The Firelight Park Development Team



FIRELIGHT PARK - ILLUSTRATIVE SITE PLAN



**FIRELIGHT PARK
VIRTUAL NEIGHBORHOOD MEETING
REGARDING THIS PROPERTY**

**NOVEMBER 10, 2021
6:00 – 7:00 PM**

Virtual Link:

Please join my meeting from your
computer, tablet or smartphone.

[https://www.gotomeet.me/mkrapichler
/firelight-park-neighborhood-meeting](https://www.gotomeet.me/mkrapichler/firelight-park-neighborhood-meeting)

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (646) 749-3129
Access Code: 607-516-661
Information: 303-446-2368

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 22-09

**A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDED
OUTLINE DEVELOPMENT PLAN FOR FIRELIGHT PARK PLANNED
UNIT DEVELOPMENT**

WHEREAS, Voyage Ventures LLC (“Applicant”), as owner of certain real property located within the Firelight Park property (the “Property”), has submitted a request for approval of an Amended Outline Development Plan for the Firelight Park Planned Unit Development (the “Application”); and

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

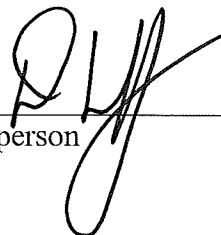
WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends approval of the proposed Amended Outline Development Plan for the Firelight Park Planned Unit Development attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

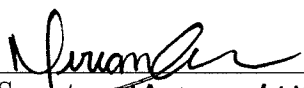
1. All remaining technical corrections to the Firelight Park Amended Outline Development Plan requested by Town staff shall be made to the Town staff’s satisfaction.

PASSED AND ADOPTED this 16th day of June 2022.



Chairperson

ATTEST:



Secretary, Minam Luna Gonzalez

EXHIBIT A
Firelight Park Amended Outline Development Plan

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.f

Land Development

Meeting Date: July 13, 2022

Initiated By: Michelle Dollmaier

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 22-80: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE FIRELIGHT PARK SUBDIVISION

SUMMARY

Firelight Park residential preliminary plat proposes ninety-three (93) lots for single-family detached homes, sixty-six (66) lots for single-family attached homes, fifty-eight (58) lots for townhomes, and eighteen (18) tracts for open space, landscaping and drainage purposes.

HISTORY AND PREVIOUS BOARD ACTION

The Firelight Park property was annexed and zoned by the Town of Firestone in March 2008.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 22-80, a resolution approving the Firelight Park Preliminary Plat application with the following conditions:

1. All remaining technical corrections to the Firelight Park preliminary plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-80
2. Staff Report
3. Firelight Park Preliminary Plat
4. Firelight Park Landscape Plan
5. Neighborhood Meeting Summary
6. PC 22-10 Preliminary Subdivision Plat Firelight Park 6-16-2022

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-80

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE FIRELIGHT PARK SUBDIVISION

WHEREAS, Voyage Ventures LLC (“Applicant”), as owner of certain real property located within the Firelight Park subdivision (the “Property”), has submitted a proposed preliminary subdivision plat (“Preliminary Plat”) for the Property; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed preliminary subdivision plat on June 16, 2022, rendered a decision recommending approval of the Preliminary Plat with two (2) conditions as more fully set forth in PC-22-10, dated June 16, 2022; and

WHEREAS, on July 13, 2022, the Board of Trustee conducted a public hearing on the proposed Preliminary Plat; and

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

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-22-10.

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

Section 3. The Board of Trustees hereby approves the Preliminary Plat of Firelight Park, attached hereto as **Exhibit A** and incorporated herein by this reference, which is subject to:

- (a) All remaining technical corrections to the Firelight Park Preliminary Plat and Construction Drawings requested by Town staff shall be made to the Town staff’s satisfaction.
- (b) At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Section 4. Unless otherwise extended by the Board of Trustees, the approval of the Firelight Park Preliminary Plat shall be null and void if a final plat for all or a portion of the

property is not approved by the Town of Firestone within three years of the date of this Resolution.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park
Preliminary Plat



Staff Report

Firelight Park Residential

Preliminary Plat

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

July 13, 2022

GENERAL INFORMATION

Purpose: This staff report is for the Firelight Park Residential Preliminary Plat proposing 93 single-family detached residential lots, 66 single-family attached residential lots, 58 townhouse residential lots, and 18 tracts on approximately 49.66 acres.

Applicant: Voyage Ventures LLC.
PO Box 54
Longmont, CO

Location: The Firelight Park preliminary plat is located at the northeast corner of Fairview Street and Highway 119.



Existing Conditions:

Existing Zoning: Firelight Park ODP [R-B (Residential-B) and R-C (Residential-C)]
Existing Use: Vacant land and oil/gas operations

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	R-A (Firestone)	Vacant land, agriculture, and oil/gas operations
SOUTH	RC (Firestone)	Future commercial
EAST	PUD (Weld County)	Manufactured homes
WEST	N-PE (Longmont)	Vacant land, manufacturing and religious assembly

Firelight Park Preliminary Plat – Summary:

Firelight Park residential preliminary plat proposes ninety-three (93) lots for single-family detached homes, sixty-six (66) lots for single-family attached homes, fifty-eight (58) lots for townhomes and eighteen (18) tracts for open space, landscaping and drainage purposes.

The subject property is located on the northeast corner of Highway 119 and Fairview Street, across from the Smucker's Plant in the neighboring municipality of Longmont. The land is vacant and is currently used for agricultural purposes with an oil and gas facility on the northwest side of the property.

The gross density of the proposed subdivision is 4.36 dwelling units/acre in accordance with the approved Outline Development Plan (ODP) for the area within the R-B zoning district. Lot sizes range from 20-foot wide and 1,800 square feet in area for townhouse developments and up to 50-foot wide and 6,000 square feet in area for single family detached developments. The proposed density will compliment adjacent developments in neighboring municipalities and is consistent with the Town's Master Plan.

There are two vehicular access point into the neighborhood off of Fairview Street. In addition, direct access is provided to the non-residential property to the south, and an access pointed is stubbed into the undeveloped property to the north.

Pedestrian access is provided via detached sidewalks along interior residential streets, a regional trail connection to the north along the Oligarchy Ditch, and a trail along the perimeter of the residential area to the east and south side of the property. A pocket park is also proposed to the east of the oil and gas facilities that is 0.55 acres in size. The proposed pocket park is in a central location to serve the residents of the Firelight Park neighborhood in accordance with the standards in the Firestone Development Code (FDC).

To incorporate the existing oil and gas facility into the neighborhood, additional fencing and screening around the site is proposed. A tubular wrought iron fence is proposed to be around the facility, along with berms and trees that when matured, will provide natural screening.

Public infrastructure and utilities will be extended into the property by the developer at the time of the development.

APPROVAL CRITERIA AND STAFF ANALYSIS

Preliminary Plat Approval Criteria and Staff Analysis:

The Preliminary Plat application for Firelight Park was reviewed for compliance with the Approval Criteria from Section 16.7.6.C of the FDC. Staff makes the following findings:

- A. The subdivision is generally consistent with the Town's Comprehensive Master Plan;

Staff: *The proposed preliminary plat is generally consistent with the residential medium and open space land use designations identified in the Town of Firestone Master Plan.*

- B. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located;

Staff: *The proposed preliminary plat is consistent with the purpose and intent of the R-B zone district as outlined in the approved Firelight Park ODP.*

- C. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this FDC;

Staff: *The general layout of the proposed preliminary plat is consistent with applicable development and design standards set forth in the FDC. In addition, the general layout is consistent with the Town of Firestone Design Standards and Construction Specifications for Public Improvements.*

- D. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this FDC that have not otherwise been modified or waived pursuant to this Chapter or this FDC;

Staff: *The proposed preliminary plat complies with the development and design standards set forth in Chapters 3, 5 and 6 of the FDC.*

- E. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations;

Staff: *The proposed preliminary plat complies with applicable federal and state regulations.*

- F. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

Staff: *The proposed preliminary plat will not have a significant impact on the identified environmental conditions.*

- G. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features;

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways and provides a continuous trail from the top of the residential portion down to Highway 119 that the adjacent residential subdivision can use.*

- H. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties.*

- I. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development; and

Staff: *The proposed preliminary plat will provide sufficient transportation, utilities, and recreational facilities while maintaining existing levels of service to the development.*

- J. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

Staff: *The phasing of the proposed preliminary plat is rational in terms of infrastructural capacities.*

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on November 10, 2021 at 6:00 pm via GoToMeeting (virtual). The required notice for the Neighborhood Meeting was provided.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	June 1, 2022
Property Posted:	June 1, 2022
Letters to Adjacent Property Owners:	June 1, 2022

RECOMMENDATIONS

Staff:

Town staff recommends the Board of Trustees approve draft Resolution 22-80, a resolution approving the Firelight Park Preliminary Plat application with the following conditions:

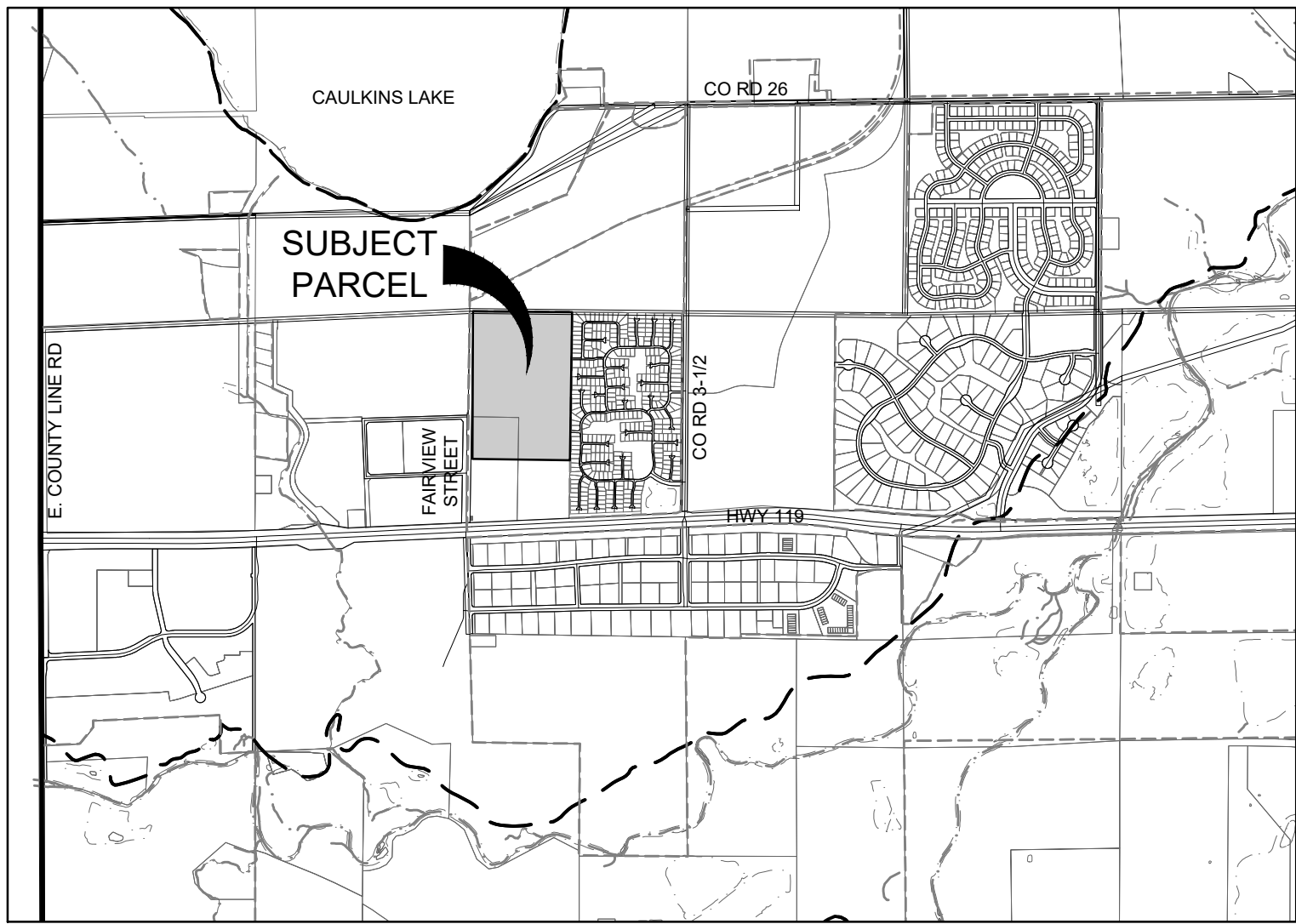
- a. All remaining technical corrections to the Firelight Park preliminary plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
- b. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Planning and Zoning Commission:

After conducting a Public Hearing on the proposed preliminary plat on June 16, 2022, the Planning and Zoning Commission rendered a decision recommending approval of the Preliminary Plat as more fully set forth in PC-22-10.

FIRELIGHT PARK PRELIMINARY PLAT

TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
49.66 ACRES - 217 LOTS - 18 TRACTS
PP21 - 012



VICINITY MAP
SCALE: 1"=2000'

LEGAL DESCRIPTION

TRACT D, FIRELIGHT MINOR SUBDIVISION
RECORDED AT RECEPTION NO. _____
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES,
OR LIEN HOLDERS OF CERTAIN LANDS IN TH TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF
COLORADO, DESCRIBED AS FOLLOWS:

TRACT D, FIRELIGHT MINOR SUBDIVISION
RECORDED AT RECEPTION NO. _____
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS,
STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT
PARK PRELIMINARY PLAT. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE
PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

AS: _____

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO }
COUNTY OF WELD } ss.

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACTS IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE XXXXX
METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION.

METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ DATE: _____

(NOTARIZED SIGNATURE)

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO }

COUNTY OF WELD }

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____

BY: _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

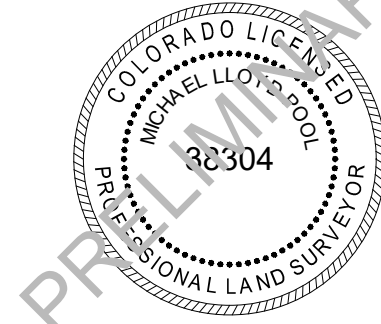
NOTE:

UTILITY EASEMENTS ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE BENEFIT OF THE
APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF
ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES).
UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE
STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS,
WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES
OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY
EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING
OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC
SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE
ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT
ON ITS STANDARD FORM.

SURVEYOR'S CERTIFICATE:

I, MICHAEL LLOYD POOL , A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS
OF A SURVEY MADE ON MARCH 26, 2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL
MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN
1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH
ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR
SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT
CODE.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____



MICHAEL LLOYD POOL, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38304

FOR AND ON BEHALF OF ATWELL, LLC

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

OWNER/SUBDIVIDER:
VOYAGE VENTURES, LLC
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

SURVEYOR:
ATWELL, LLC
143 UNION BLVD. SUITE 700
LAKEWOOD, COLORADO 80228



ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

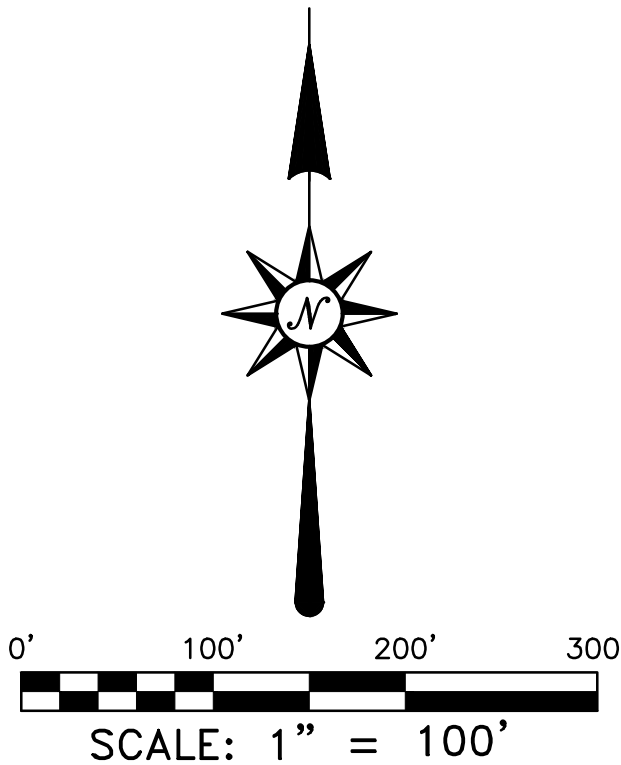
REVISIONS
REVISED 10/11/2021
REVISED 11/02/2021
REVISED 11/18/2021
REVISED 03/21/2022

SHEET
1
OF 6

FILE NO. 18003353 PRELIM PLAT
DATE 06/18/2021
DRAWN BY TWK
CHECK BY MLP
JOB NO. 18003353

FIRELIGHT PARK PRELIMINARY PLAT

TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP
2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
49.66 ACRES - 217 LOTS - 18 TRACTS
PP21 - 012



LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- SECTION CORNER, AS NOTED
- FOUND MONUMENT, AS NOTED

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	36.52 AC.	52.10
TRACTS	23.95 AC.	34.17
R.O.W.	9.63 AC.	13.73
TOTAL	70.10	100.00

TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.09 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
B	0.46 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
C	0.26 AC.	OPEN SPACE/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
D	1.46 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
E	0.39 AC.	OPEN SPACE/ LANDSCAPE BUFFER	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
F	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
G	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
H	0.81 AC.	OPEN SPACE/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
I	0.26 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
J	0.16 AC.	OPEN SPACE/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
K	0.36 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
L	0.26 AC.	LANDSCAPE BUFFER/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
M	1.13 AC.	OPEN SPACE/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
N	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
O	12.54 AC.	GAS WELL/UTILITIES/ OPEN SPACE/POCKET PARK	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT (POCKET PARK IS 0.55 AC.)	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
P	2.37 AC.	ACCESS/UTILITIES/ OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
Q	3.02 AC.	OPEN SPACE/DETENTION/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
R	0.17	OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT

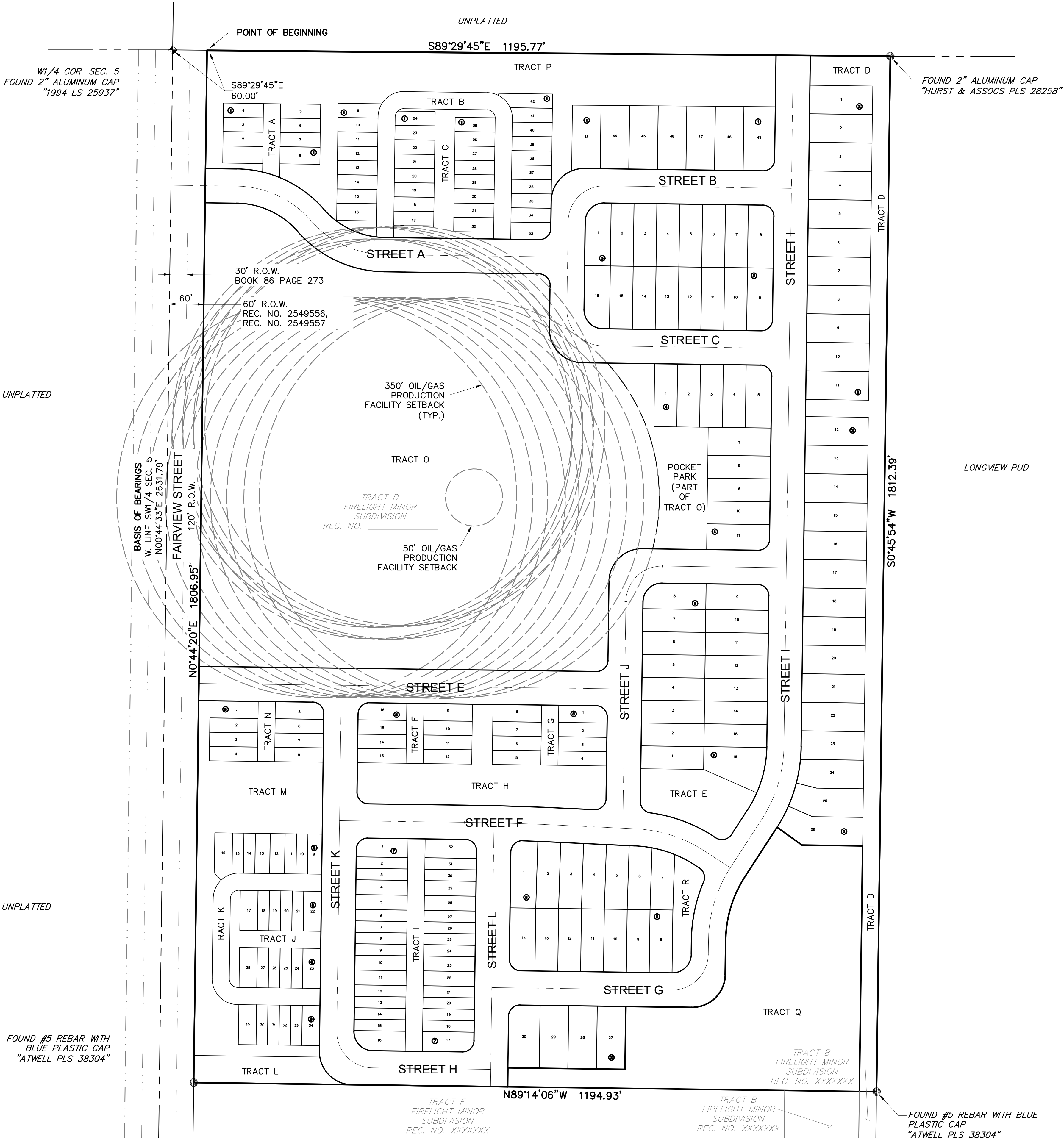


**ATWELL**
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS	
REVISED	10/11/2021
REVISED	11/01/2021
REVISED	11/18/2021
REVISED	03/21/2022

SHEET
2
OF 6

FILE NO.	18003353 PRELIM PLAT
DATE	06/18/2021
DRAWN BY	TWK
CHECK BY	MLP
JOB NO.	18003353



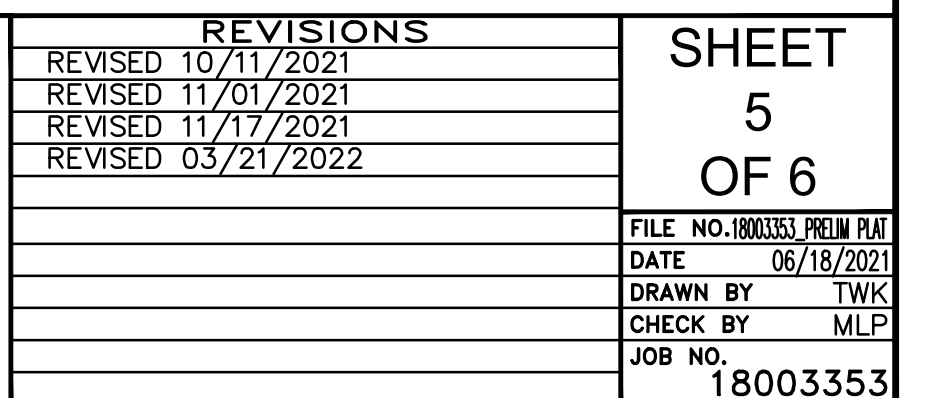
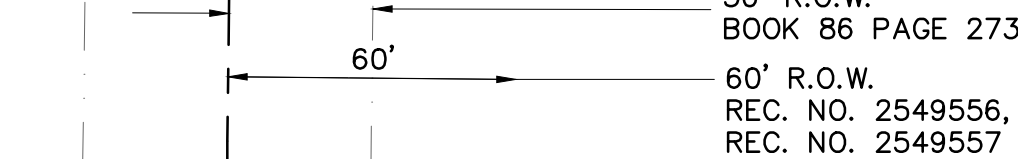
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SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
49.66 ACRES - 217 LOTS - 18 TRACTS



TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
49.66 ACRES - 217 LOTS - 18 TRACTS



FIRELIGHT PARK PRELIMINARY PLAT

TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

49.66 ACRES - 217 LOTS - 18 TRACTS

PP21 - 012

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N0°45'54"E	15.01'
L2	S89°14'06"E	70.00'
L3	S89°14'06"E	70.00'
L4	S89°14'06"E	70.00'
L5	S89°14'06"E	70.00'
L6	S89°14'06"E	70.00'
L7	S89°14'06"E	70.00'
L8	S89°14'06"E	70.00'
L9	S89°14'06"E	70.00'
L10	S89°14'06"E	77.27'
L11	S89°14'06"E	70.00'
L12	S89°14'06"E	70.00'
L13	S89°14'06"E	70.00'
L14	S89°14'06"E	70.00'
L15	S89°14'06"E	70.00'
L16	S89°14'06"E	70.00'
L17	N56°57'51"W	8.75'
L18	S89°14'06"E	15.00'
L19	N0°45'54"E	19.60'
L20	S89°14'06"E	70.00'
L21	S89°14'06"E	70.00'
L22	S89°14'06"E	70.00'
L23	S89°14'06"E	70.00'
L24	S89°14'06"E	70.00'
L25	S89°14'06"E	70.00'
L26	S89°14'06"E	70.00'
L27	S89°14'06"E	175.00'
L28	S25°31'17"W	5.00'
L29	S89°14'06"E	69.99'
L30	S89°14'06"E	70.00'
L31	S89°14'06"E	70.00'
L32	S89°14'06"E	70.00'
L33	S89°14'06"E	70.00'
L34	S89°14'06"E	70.00'
L35	S89°14'06"E	70.00'
L36	S89°14'06"E	70.00'
L37	S89°14'06"E	70.00'
L38	S89°14'06"E	30.00'
L40	S89°14'06"E	70.00'
L41	S89°14'06"E	70.00'
L42	S89°14'11"E	70.00'
L43	S89°14'06"E	70.00'
L44	S89°14'06"E	70.00'
L45	S89°14'06"E	70.00'
L46	S89°14'06"E	70.00'
L47	S89°14'06"E	70.00'
L49	S89°14'06"E	74.89'
L50	N0°45'54"E	4.60'
L51	S0°45'54"W	10.00'
L52	N0°45'54"E	25.00'
L53	S56°57'51"E	4.22'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L54	N0°45'54"E	15.00'
L55	S66°29'07"E	46.23'
L56	N0°44'18"E	464.62'
L58	N0°45'54"E	12.00'
L59	N89°14'06"W	12.00'
L60	S89°14'06"E	12.00'
L61	S0°45'54"W	9.99'
L62	N0°44'33"E	10.00'
L63	N87°17'49"W	10.53'
L64	N0°44'33"E	13.03'
L65	N0°44'33"E	20.00'
L66	N0°44'33"E	20.00'
L67	N0°44'33"E	26.00'
L68	N0°44'33"E	26.00'
L69	N0°44'33"E	20.00'
L70	N0°44'33"E	20.00'
L71	N0°44'33"E	20.00'
L72	N0°44'33"E	20.00'
L73	N0°44'33"E	26.02'
L74	N0°44'33"E	26.00'
L75	N0°44'33"E	20.00'
L76	N0°44'33"E	20.00'
L77	N0°44'33"E	20.00'
L78	N0°44'33"E	20.00'
L79	N0°44'33"E	1.82'
L80	S0°45'54"W	20.00'
L81	S0°45'54"W	20.00'
L82	S0°45'54"W	20.00'
L83	S0°45'54"W	20.00'
L84	S0°45'54"W	26.00'
L85	S0°45'54"W	26.02'
L86	S0°45'54"W	20.00'
L87	S0°45'54"W	20.00'
L88	S0°45'54"W	20.00'
L89	S0°45'54"W	20.00'
L90	S0°45'54"W	26.00'
L91	S0°45'54"W	26.00'
L92	S0°45'54"W	20.00'
L93	S0°45'54"W	20.00'
L94	S0°45'54"W	20.00'
L95	S0°45'54"W	20.00'
L96	S0°45'54"W	26.00'
L97	S0°45'54"W	25.99'
L98	S0°45'54"W	20.00'
L99	S0°45'54"W	20.00'
L100	S0°45'54"W	20.00'
L101	S0°45'54"W	20.00'
L102	S0°45'54"W	26.03'
L103	S0°45'54"W	26.00'
L104	S0°45'54"W	20.00'
L105	S0°45'54"W	20.00'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L106	S0°45'54"W	20.00'
L107	S0°45'54"W	20.00'
L108	S0°45'54"W	14.84'
L109	S0°45'54"W	20.00'
L110	S0°45'54"W	20.00'
L111	S0°45'54"W	20.00'
L112	S0°45'54"W	20.00'
L113	S0°45'54"W	26.00'
L114	S0°45'54"W	26.03'
L115	S0°45'54"W	20.00'
L116	S0°45'54"W	20.00'
L117	S0°45'54"W	20.00'
L118	S0°45'54"W	20.00'
L119	S0°45'54"W	25.99'
L120	S0°45'54"W	26.00'
L121	S0°45'54"W	20.00'
L122	S0°45'54"W	20.00'
L123	S0°45'54"W	13.01'
L125	S89°14'06"E	70.00'
L126	S89°15'27"E	20.00'
L127	S89°15'27"E	20.00'
L128	S89°15'27"E	26.00'
L129	S89°15'27"E	26.00'
L130	S89°15'27"E	20.00'
L131	S89°15'27"E	20.00'
L132	N89°15'27"W	20.00'
L133	N89°15'27"W	20.00'
L134	N89°15'27"W	26.00'
L135	N89°15'27"W	26.00'
L136	N89°15'27"W	20.00'
L137	N89°15'27"W	25.00'
L138	S89°15'27"E	25.00'
L139	N89°15'27"W	31.00'
L140	N89°15'27"W	20.00'
L141	N89°15'27"W	20.00'
L142	N89°15'27"W	20.00'
L143	N89°15'27"W	20.00'
L144	N89°15'27"W	31.00'
L145	S89°15'27"E	31.00'
L146	S89°15'27"E	20.00'
L147	S89°15'27"E	20.00'
L148	S89°15'27"E	20.00'
L149	S89°15'27"E	20.00'
L150	S89°15'27"E	31.00'
L151	S89°15'27"E	31.00'
L152	S89°15'27"E	20.00'
L153	S89°15'27"E	20.00'
L154	S89°15'27"E	20.00'
L155	S89°15'27"E	20.00'
L156	S89°15'27"E	31.00'
L157	S89°15'27"E	31.00'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L158	S89°15'27"E	20.00'
L159	S89°15'27"E	20.00'
L160	S89°15'27"E	20.00'
L161	S89°15'27"E	20.00'
L162	S89°15'27"E	31.00'
L163	S43°24'03"E	17.71'
L164	N89°15'27"W	7.33'
L165	N0°44'33"E	70.00'
L166	N0°44'33"E	70.00'
L167	N0°44'33"E	70.00'
L168	N0°44'33"E	70.00'
L169	N0°44'33"E	70.00'
L170	N0°44'33"E	70.00'
L171	N0°44'33"E	70.00'
L172	N0°44'33"E	70.00'
L173	N0°44'33"E	70.00'
L174	N0°44'33"E	70.00'
L175	N0°44'33"E	70.00'
L176	N0°44'33"E	70.00'
L177	N0°44'33"E	70.00'
L178	N0°44'33"E	70.00'
L179	N0°44'33"E	70.00'
L180	N89°15'27"W	2.33'
L181	S89°15'27"E	31.00'
L182	N0°44'33"E	70.00'
L183	N0°44'33"E	70.00'
L184	N0°44'33"E	70.00'
L185	N0°44'33"E	70.00'
L186	S89°15'27"E	2.33'
L187	S89°15'27"E	31.00'
L188	S89°15'27"E	20.00'
L189	S89°15'27"E	20.00'
L190	S89°15'27"E	20.00'
L191	S89°15'27"E	20.00'
L192	S89°15'27"E	31.00'
L193	S89°15'27"E	2.33'
L194	N0°44'33"E	70.00'
L195	N0°44'33"E	70.00'
L196	N0°44'33"E	70.00'
L197	N0°44'33"E	70.00'
L198	N0°44'33"E	70.00'
L199	N0°44'33"E	70.00'
L200	S89°15'27"E	20.00'
L201	S89°15'27"E	20.00'
L202	S89°15'27"E	20.00'
L203	S0°44'33"W	10.00'
L204	S89°15'27"E	20.00'
L205	S89°15'27"E	31.00'
L206	S0°45'49"W	10.00'
L207	N89°14'06"W	70.00'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	90°00'00"	45.00'	70.69'
C2	16°21'31"	45.00'	12.85'
C3	27°47'05"	45.00'	21.82'
C4	33°21'03"	45.37'	26.41'
C5	42°12'39"	145.00'	106.82'
C6	90°00'00"	15.00'	23.56'
C7	24°45'22"	45.00'	19.44'
C8	38°16'44"	45.00'	30.06'
C9	90°00'00"	14.80'	23.24'
C10	90°00'00"	20.00'	31.42'
C11	12°41'38"	205.00'	45.42'
C12	90°00'00"	45.37'	71.26'
C13	90°00'00"	20.00'	31.42'
C14	8°46'49"	205.00'	31.42'
C15	83°04'08"	20.00'	29.00'
C16	90°00'00"	20.00'	31.42'
C17	8°53'46"	270.00'	41.92'
C18	8°04'33"	210.00'	29.60'
C19	11°17'32"	210.00'	41.39'
C20	90°00'00"	20.00'	31.42'
C21	90°00'00"	20.00'	31.42'
C22	90°00'00"	33.00'	51.84'
C23	90°00'00"	33.00'	51.84'
C24	90°00'00"	20.00'	31.42'
C25	90°00'00"	20.00'	31.42'
C26	90°00'00"	33.00'	51.84'
C27	90°00'00"	20.00'	31.42'
C28	90°00'00"	20.00'	31.42'
C29	91°56'17"	20.00'	32.09'
C30	90°01'21"	20.00'	31.42'
C31	90°00'00"	20.00'	31.42'
C32	89°58'39"	20.00'	31.41'
C33	0°05'07"	4970.00'	7.40'
C34	0°18'33"	4970.00'	26.82'
C35	91°10'47"	20.00'	31.83'
C36	10°57'52"	210.00'	40.19'
C37	79°52'06"	20.00'	27.88'
C39	90°00'00"	33.00'	51.84'
C40	89°59'58"	58.00'	91.11'
C41	90°00'00"	20.00'	31.42'
C42	90°00'00"	20.00'	31.42'
C43	89°58'39"	33.00'	51.82'
C44	90°01'21"	20.00'	31.42'
C45	90°00'00"	20.00'	31.42'
C46	90°00'00"	20.00'	31.42'
C47	45°51'24"	45.00'	36.02'
C48	90°00'00"	15.00'	23.56'
C49	90°00'00"	15.00'	23.56'
C50	90°00'00"	45.00'	70.69'
C51	10°11'51"	58.00'	10.32'
C52	9°21'17"	210.00'	34.29'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C53	22°17'43"	210.00'	81.72'
C54	90°00'00"	20.00'	31.42'
C55	26°40'27"	205.00'	95.44'
C56	5°56'16"	145.00'	15.03'
C58	89°58'37"	20.00'	31.41'
C59	66°38'15"	58.00'	67.46'
C60	0°23'40"	4970.00'	34.21'
C62	90°00'00"	45.00'	70.69'
C63	4°44'04"	270.00'	22.31'
C64	0°37'31"	270.00'	2.95'
C65	8°53'45"	270.00'	41.92'
C66	9°07'07"	270.00'	42.97'
C67	0°37'14"	210.00'	2.27'
C68	79°46'47"	58.00'	80.76'
C69	56°38'57"	45.37'	44.85'
C70	26°57'52"	45.00'	21.18'
C71	90°00'00"	58.00'	91.11'
C72	23°21'47"	58.00'	23.65'





ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS		SHEET 6 OF 6
REVISED	10/11/2021	
REVISED	11/01/2021	
REVISED	11/17/2021	
REVISED	03/21/2022	
FILE NO.	18003353, PRELIM PLAT	DRAWN BY TWK CHECK BY MLP JOB NO. 18003353
DATE	06/18/2021	

SCALE: 1" = 2,000'

E. 17TH AVE.

DEERWOOD DR.

WELD CO. RD. 1

CALKINS LAKE / UNION RESERVOIR

ST. VRAIN RD.
LONGMONT

E. 3RD AVE.

FAIRVIEW STREET

ST. HWY. 119 - E. KEN PRATT BLVD.

SUBJECT PARCEL

NORTH



TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.09 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
B	0.45 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
C	0.23 AC.	OPEN SPACE/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
D	1.46 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
E	0.39 AC.	OPEN SPACE/ LANDSCAPE BUFFER	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
F	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
G	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
H	0.81 AC.	OPEN SPACE/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
I	0.26 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
J	0.16 AC.	OPEN SPACE/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
K	0.36 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
L	0.26 AC.	LANDSCAPE BUFFER/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
M	1.13 AC.	OPEN SPACE/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
N	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
O	12.54 AC.	GAS WELL/UTILITIES/ OPEN SPACE/POCKET PARK	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT (POCKET PARK IS 0.55 AC.)	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
P	2.38 AC.	ACCESS/UTILITIES/ OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
Q	3.02 AC.	OPEN SPACE/DETENTION/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT
R	0.17	OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT	FIRELIGHT PARK RESIDENTIAL METRO DISTRICT

TYPE	AREA (ACRES)	OPEN SPACE CREDIT (ACRES)
PARK & OPEN SPACE	8.72	8.72
LANDSCAPE BUFFER	1.44	0.00
OLIGARCHY DITCH EASEMENT	1.25	0.00
WELL SETBACK (BETWEEN 150' & 350')	6.43	0.75
TOTAL	17.84	9.47
TOTAL OPEN SPACE CREDIT REQUIRED		9.47

1	OVERALL LANDSCAPE PLAN
2-8	LANDSCAPE PLAN
9	PARK ENLARGEMENT
10	OVERALL FENCE PLAN
11	PLANTING LIST & NOTES
12	PLANTING DETAILS
13	TYPICAL LOT LANDSCAPE & SIMULATED VIEWS OF WELL SITE
14	SITE DETAILS

0 100' 200' 300'

NORTH

SCALE: 1" = 100'

LANDSCAPE ARCHITECT / PLANNER:

henry
design
group



Landscape Architecture • Planning • Entitlements

1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com

NEER:

 **ATWELL**

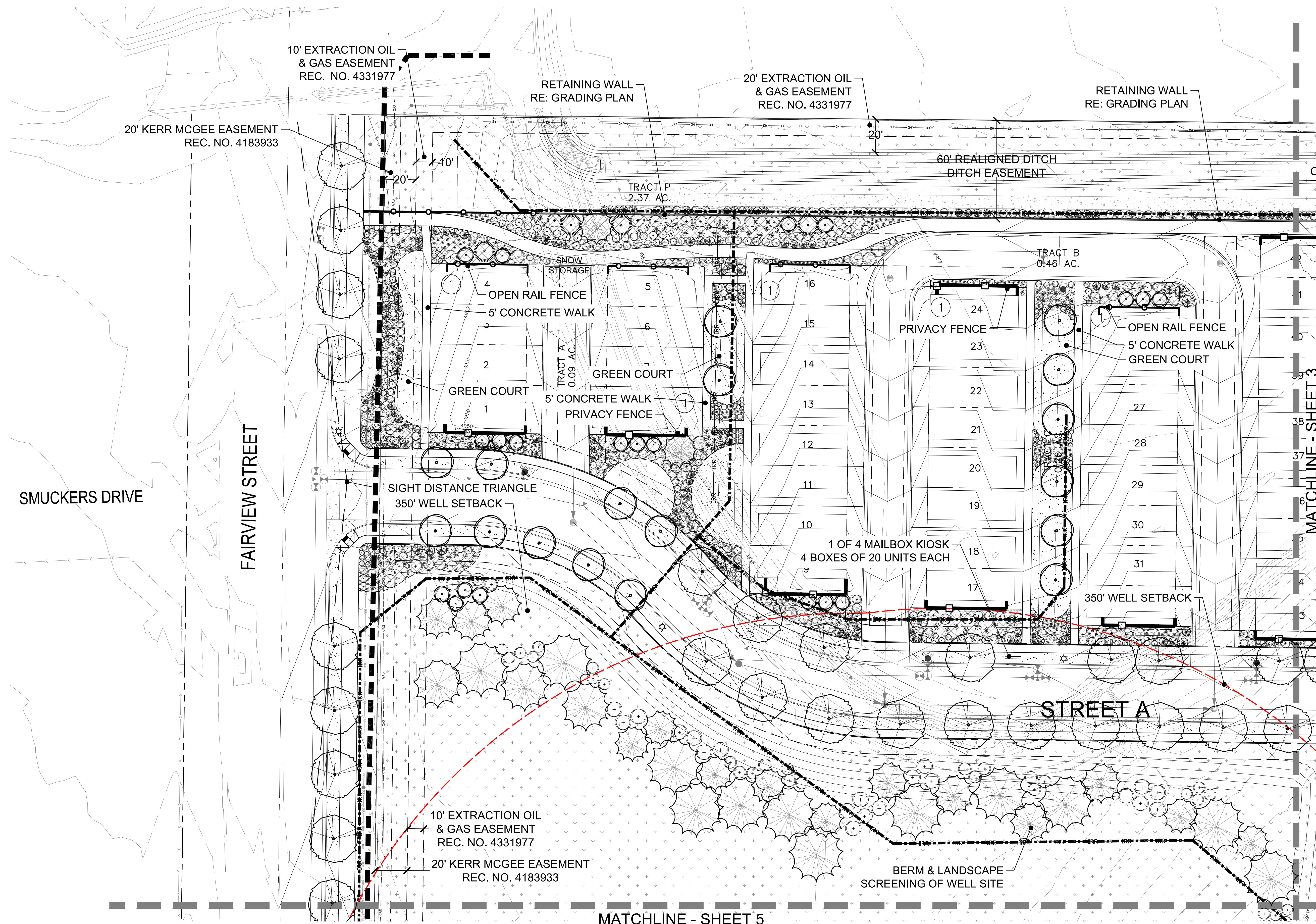
143 UNION BLVD., SUITE 700
LAKEWOOD, CO 80228
303.825.7100

AGENT:

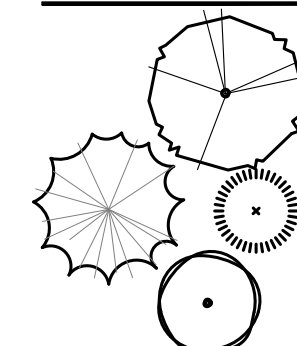
DREAM FINDERS HOMES
2727 BRYANT STREET, SUITE 200
DENVER, CO 80211
281.799.3727

FIRELIGHT PARK

LANDSCAPE PLAN



LEGEND



DECIDUOUS TREES
EVERGREEN TREES
ORNAMENTAL TREES

SHRUBS
ORNAMENTAL GRASSES

SOD
NATIVE SEED
PLAYGROUND MULCH

CEDAR MULCH
ROCK MULCH

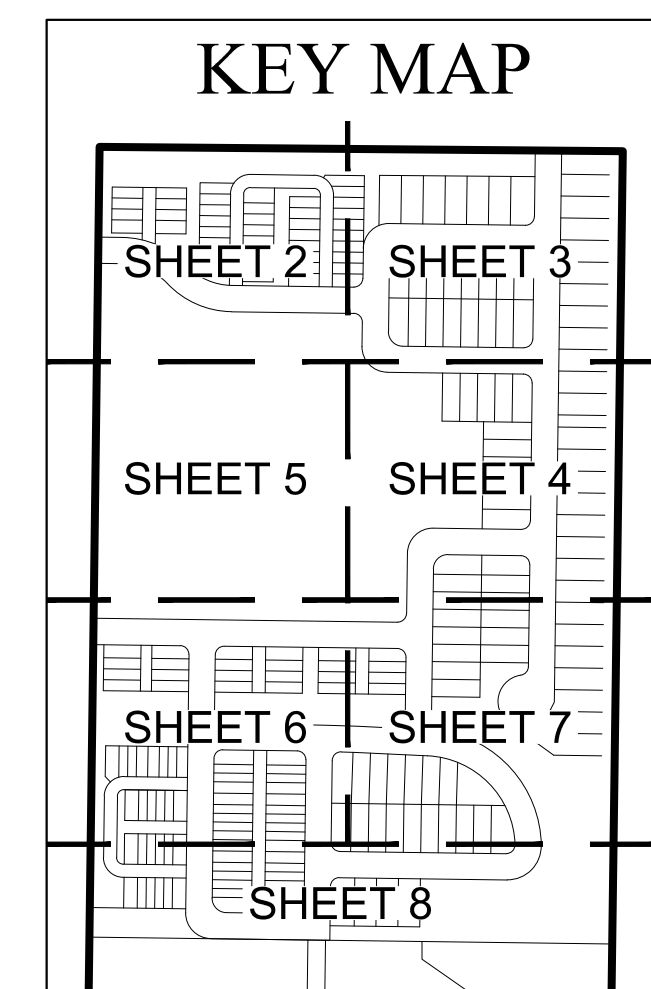
LANDSCAPE EDGER
OPEN RAIL FENCE
PRIVACY FENCE
TUBULAR WROUGHT IRON FENCE (WELL SITE)
SIGHT DISTANCE TRIANGLE
WELL SETBACK

STREET LIGHT
FIRE HYDRANT



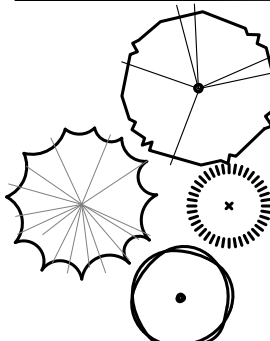
0 30' 60' 90'
SCALE: 1" = 30'

Note:
A minimum of one street tree shall be provided per residential lot and located within the Right-of-Way. Final locations shall be based upon driveways and utility service lines. Trees shall be maintained by adjacent homeowner.



DATE	NO.	NOTES
6-29-2021	1	1ST SUBMITTAL
11-15-2021	2	2ND SUBMITTAL
04-04-2022	3	3RD SUBMITTAL

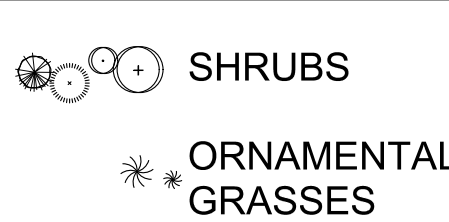
LEGEND



DECIDUOUS TREES

EVERGREEN TREES

ORNAMENTAL TREES



SOD

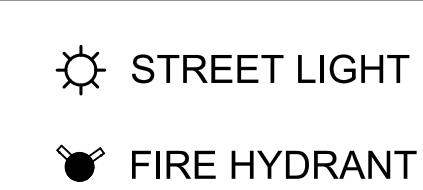
NATIVE SEED

PLAYGROUND MULCH





- LANDSCAPE EDGER
- OPEN RAIL FENCE
- PRIVACY FENCE
- TUBULAR WROUGHT IRON FENCE (WELL SITE)
- SIGHT DISTANCE TRIANGLE
- WELL SETBACK

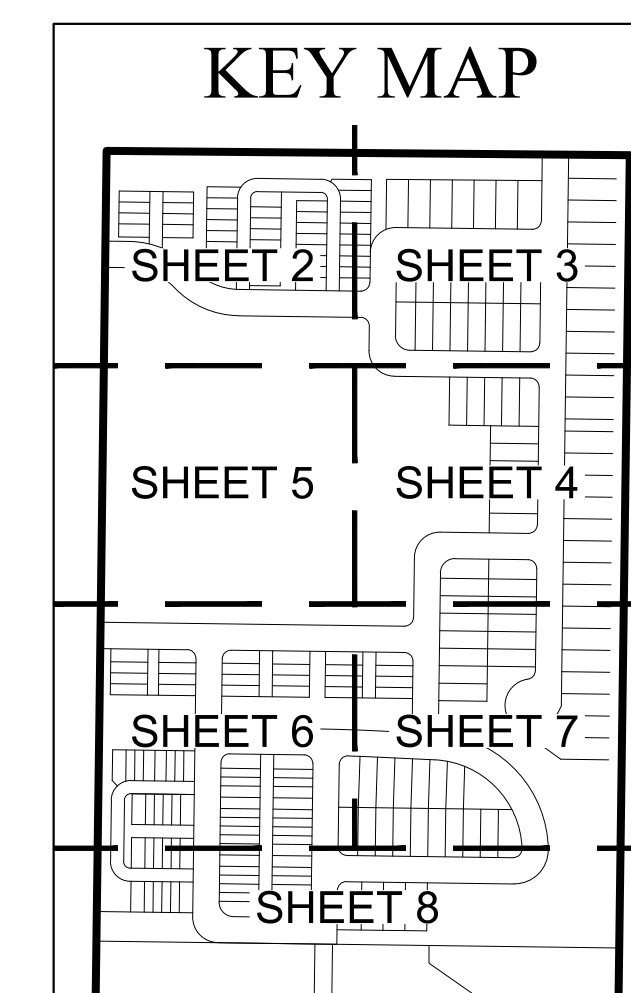


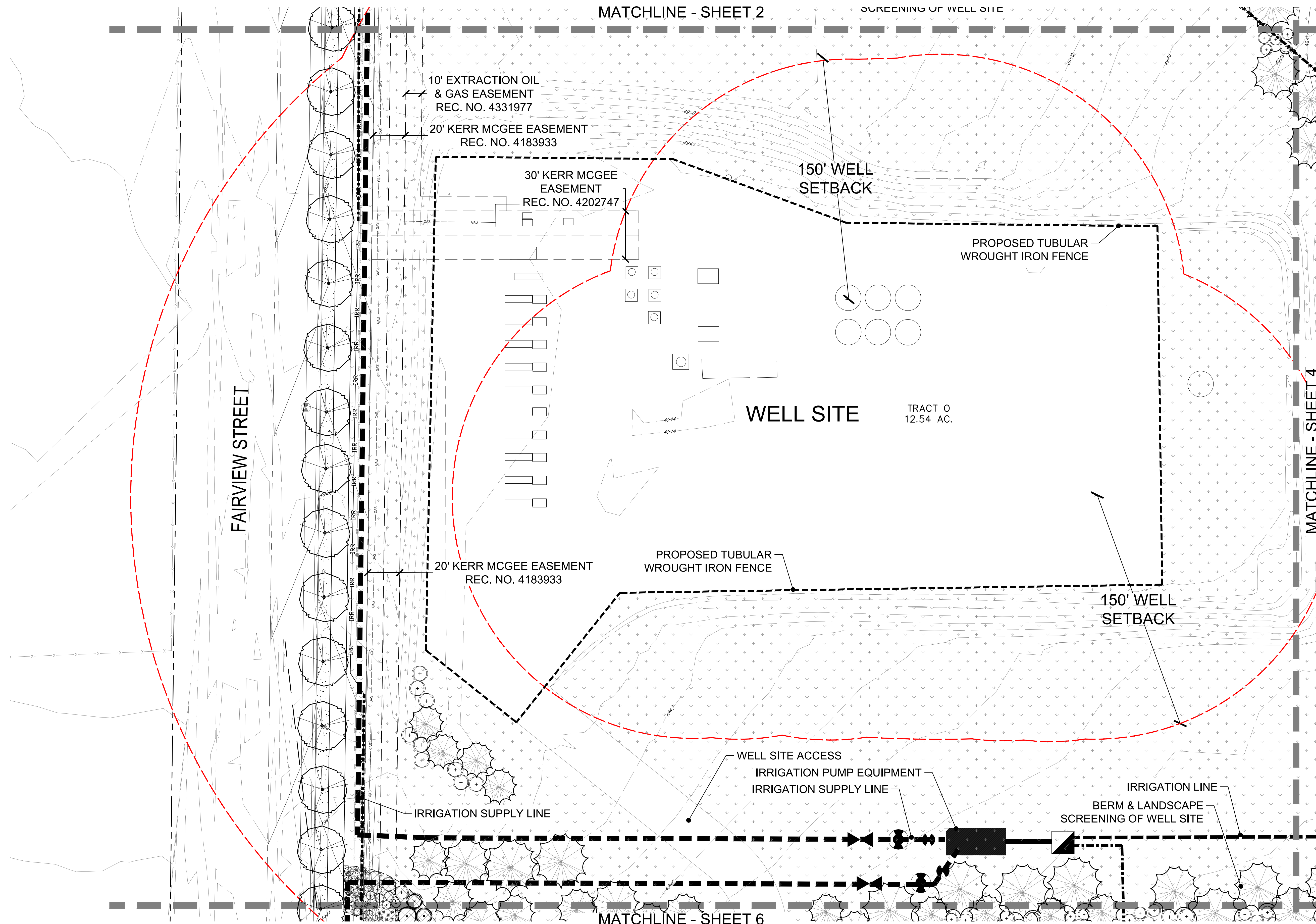
0 30' 60' 90'

0 1 2 3 4

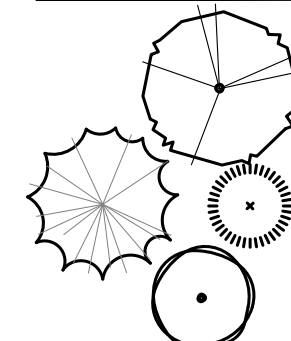
SCALE: 1" = 30'

Note:
A minimum of one street tree shall be provided per residential lot and located within the Right-of-Way. Final locations shall be based upon driveways and utility service lines. Trees shall be maintained by adjacent homeowner.





LEGEND



DECIDUOUS TREES
EVERGREEN TREES
ORNAMENTAL TREES

SHRUBS
ORNAMENTAL GRASSES

SOD
NATIVE SEED
PLAYGROUND MULCH

CEDAR MULCH
ROCK MULCH

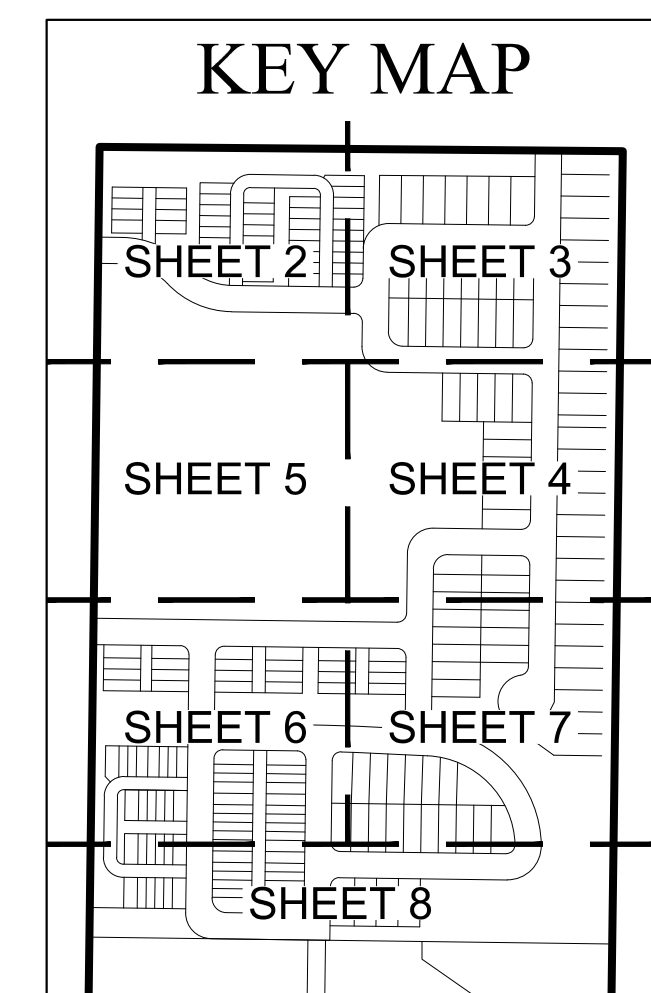
LANDSCAPE EDGER
OPEN RAIL FENCE
PRIVACY FENCE
TUBULAR WROUGHT IRON FENCE (WELL SITE)
SIGHT DISTANCE TRIANGLE
WELL SETBACK

STREET LIGHT
FIRE HYDRANT



0 30' 60' 90'
SCALE: 1" = 30'

Note:
A minimum of one street tree shall be provided per residential lot and located within the Right-of-Way. Final locations shall be based upon driveways and utility service lines. Trees shall be maintained by adjacent homeowner.



FIRELIGHT PARK

LANDSCAPE PLAN

SHEET

APPLICANT:

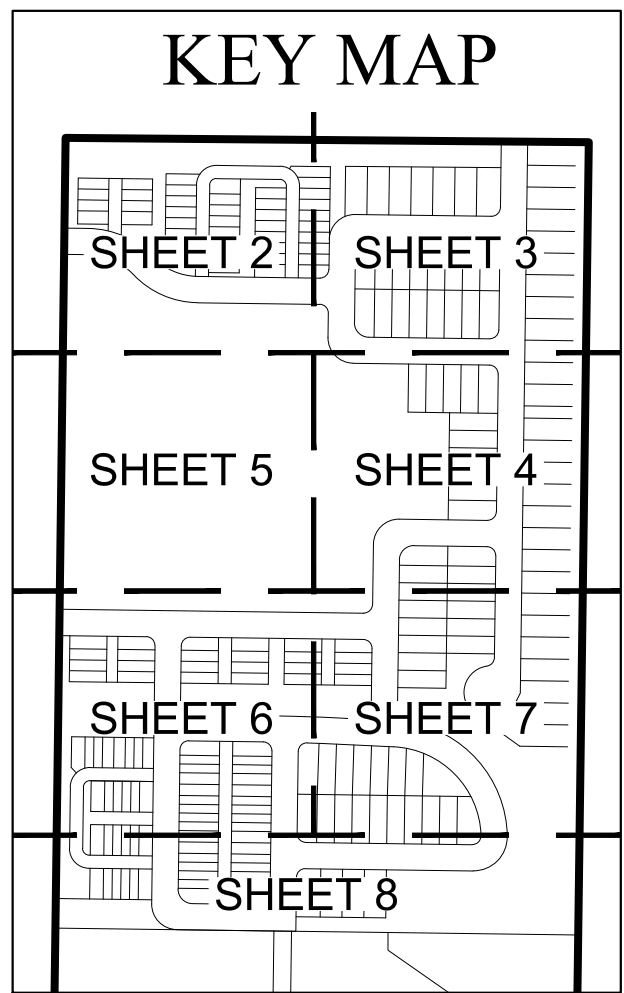
DREAM FINDERS HOMES
2727 BRYANT STREET, SUITE 200
DENVER, CO 80211
281.799.3727

ENGINEER:

ATWELL
143 UNION BLVD., SUITE 700
LAKEWOOD, CO 80228
303.825.7100

LANDSCAPE ARCHITECT / PLANNER:

henry design group
Landscape Architecture • Planning • Entitlements
1501 Waver Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henydesigngroup.com

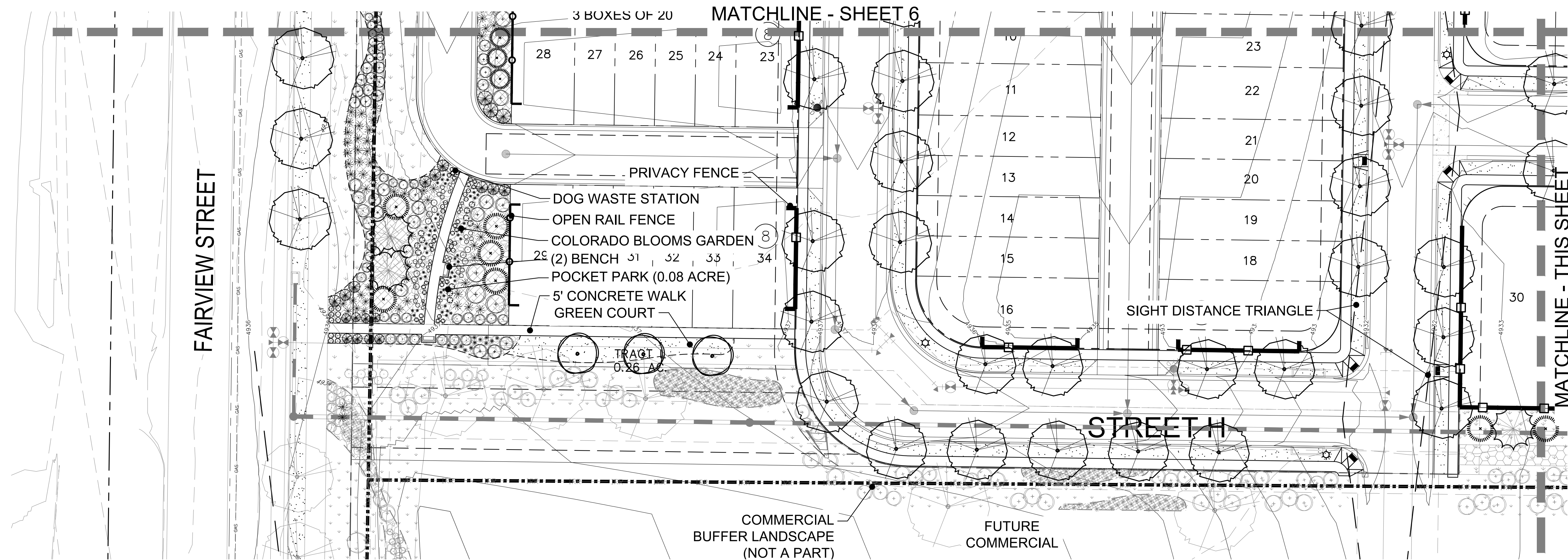
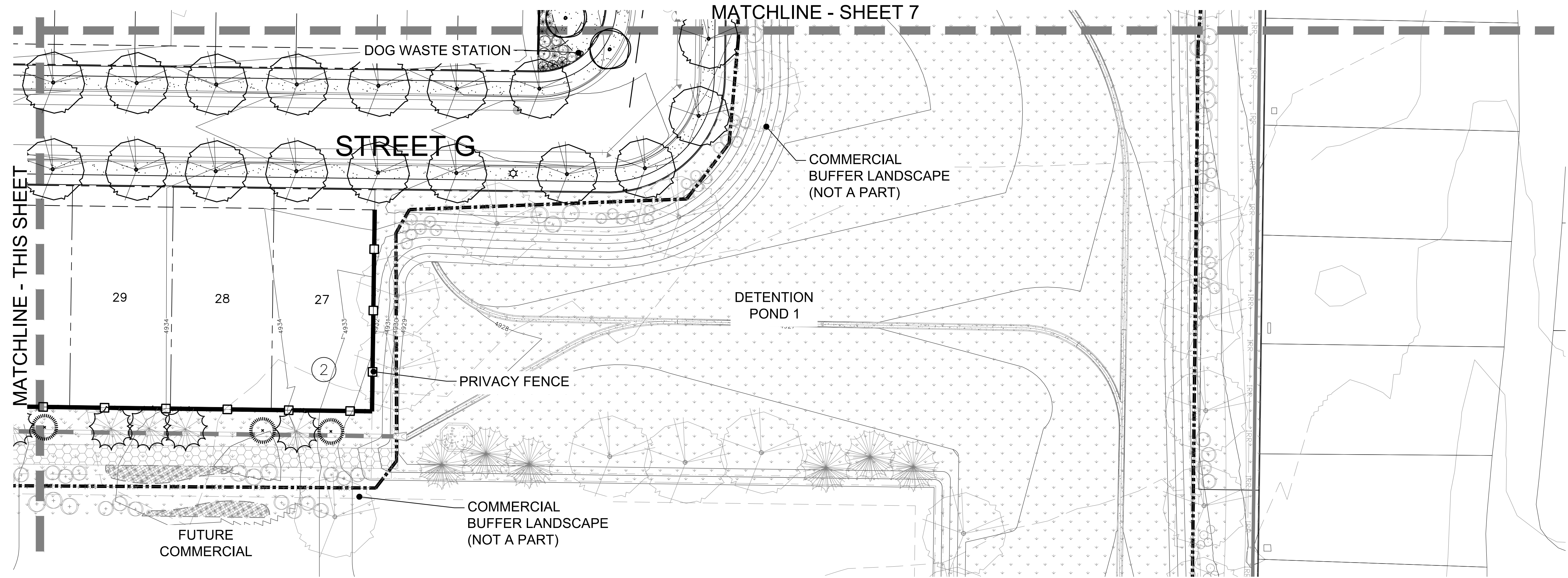


DATE	NO.	NOTES
6-28-2021	1	1ST SUBMITTAL
11-3-2021	2	2ND SUBMITTAL
04-04-2022	3	3RD SUBMITTAL

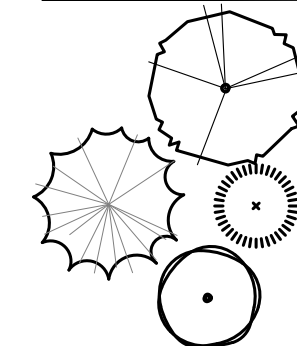
FIRELIGHT PARK

LANDSCAPE PLAN

6 of 14



LEGEND



DECIDUOUS TREES
EVERGREEN TREES
ORNAMENTAL TREES

SHRUBS
ORNAMENTAL GRASSES

SOD
NATIVE SEED
PLAYGROUND MULCH

CEDAR MULCH
ROCK MULCH

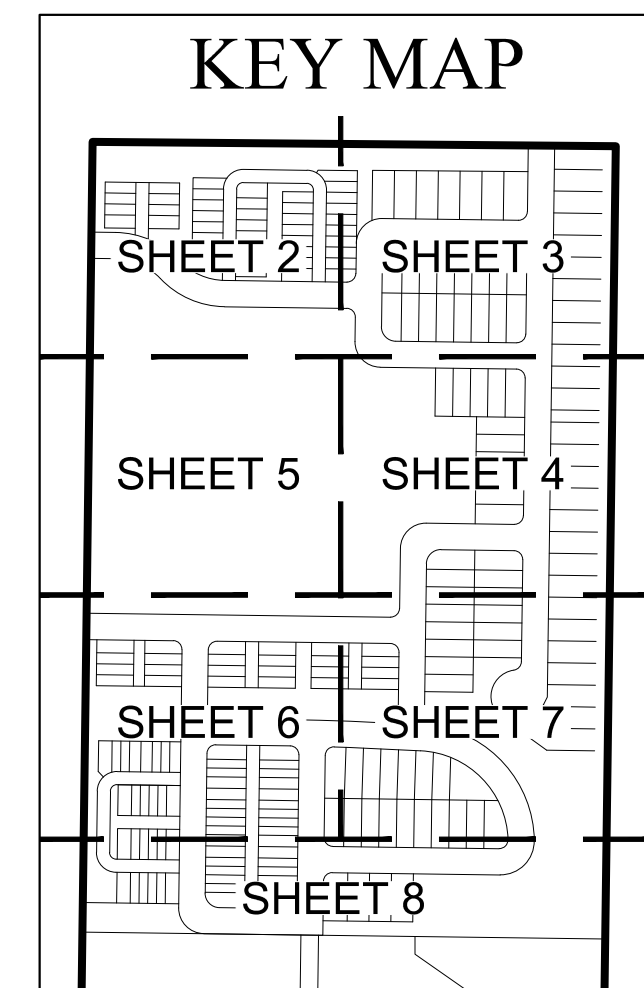
LANDSCAPE EDGER
OPEN RAIL FENCE
PRIVACY FENCE
TUBULAR WROUGHT IRON FENCE (WELL SITE)
SIGHT DISTANCE TRIANGLE
WELL SETBACK

STREET LIGHT
FIRE HYDRANT



0 30' 60' 90'
SCALE: 1" = 30'

Note:
A minimum of one street tree shall be provided per residential lot and located within the Right-of-Way. Final locations shall be based upon driveways and utility service lines. Trees shall be maintained by adjacent homeowner.



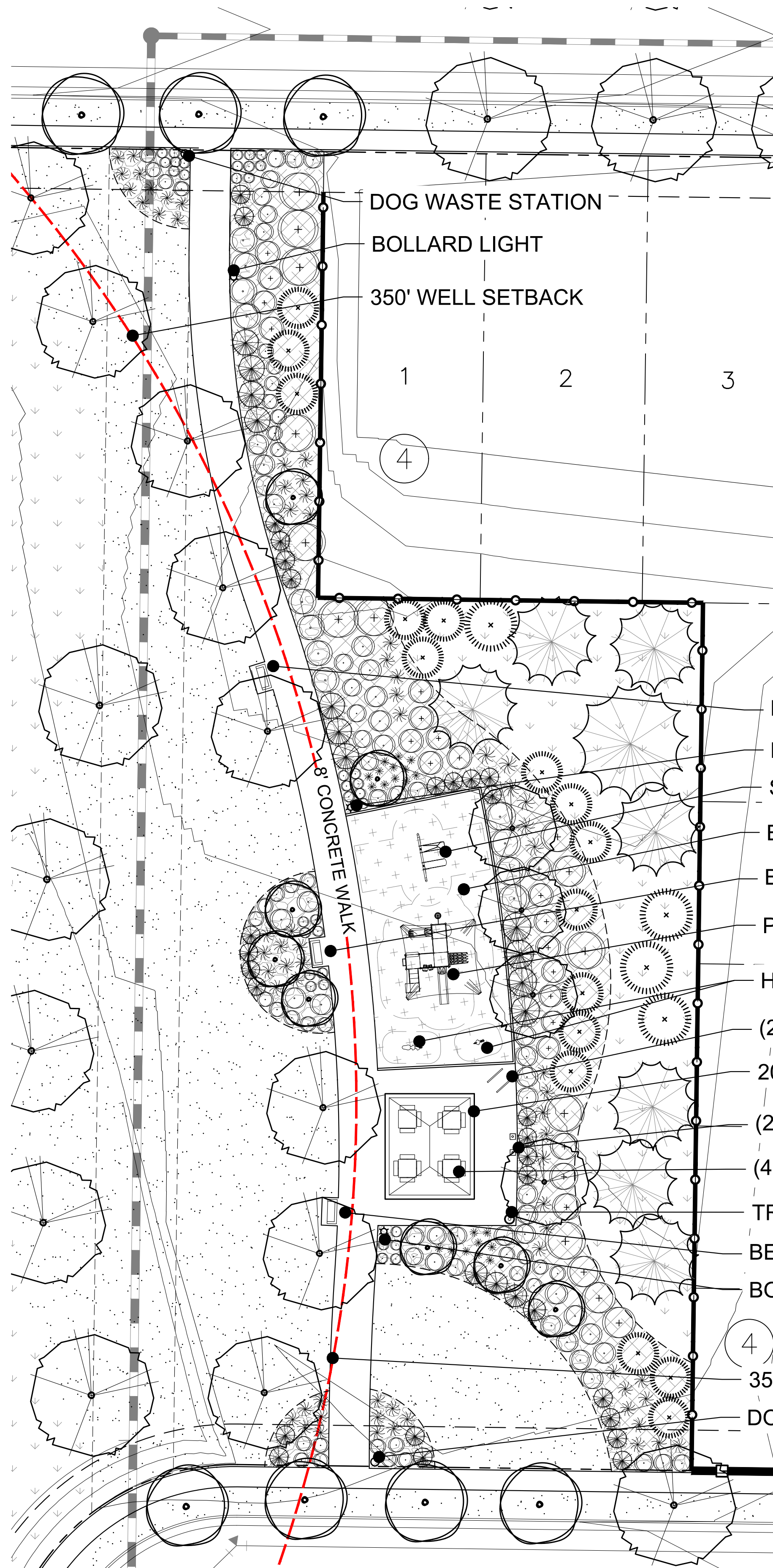
FIRELIGHT PARK LANDSCAPE PLAN

SHEET

APPLICANT:
DREAM FINDERS HOMES
2727 BRYANT STREET, SUITE 200
DENVER, CO 80211
281.799.3727

ENGINEER:
ATWELL
143 UNION BLVD., SUITE 700
LAKEWOOD, CO 80228
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LANDSCAPE ARCHITECT / PLANNER:
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Landscape Architecture • Planning • Entitlements
1501 Waver Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henydesigngroup.com



PARK ENLARGEMENT - TRACT O
1.79 ACRES

LEGEND

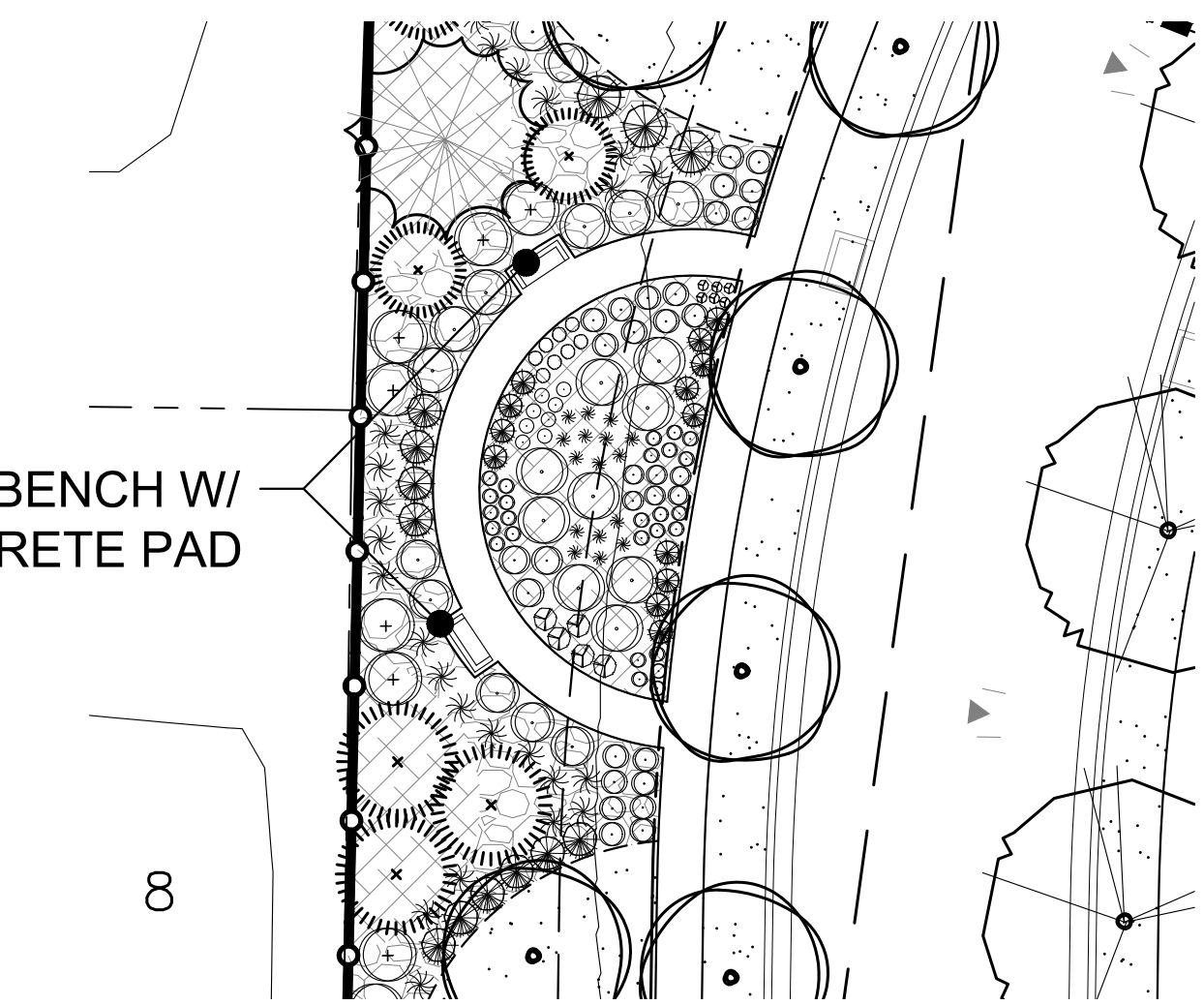
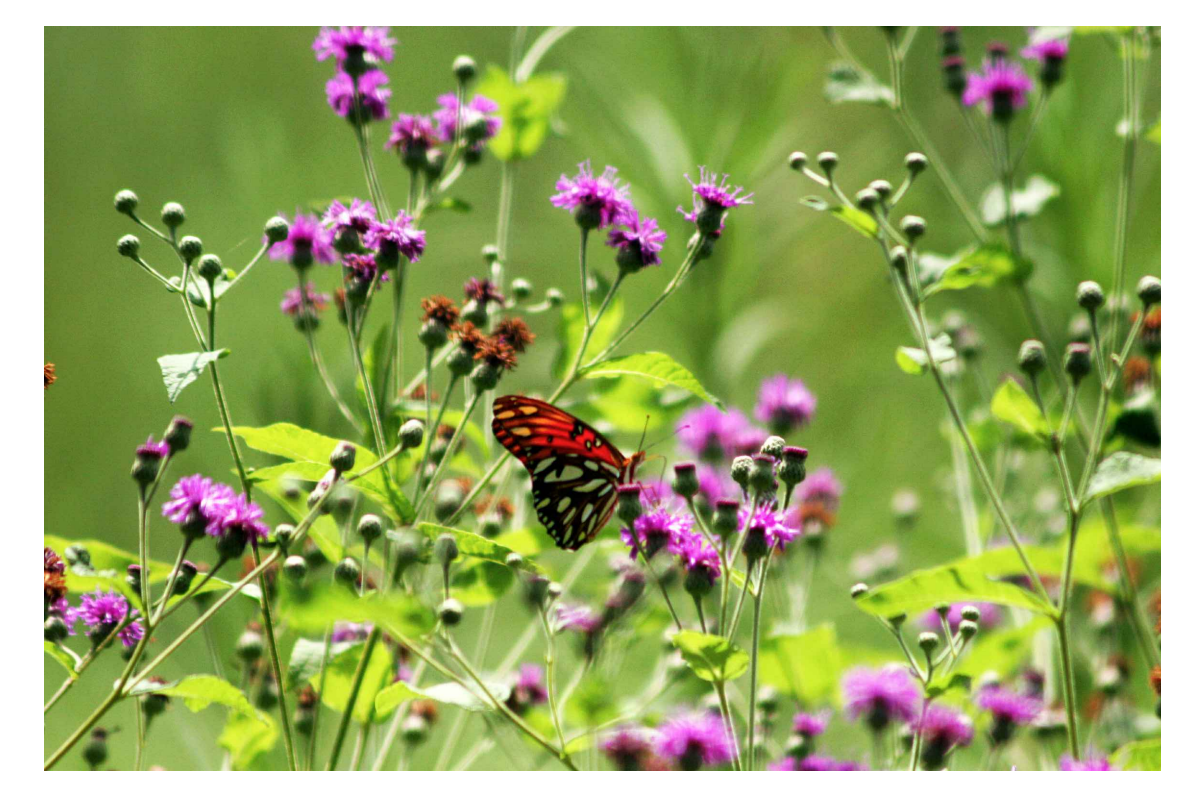
- | | | | | | | | | | | | |
|--|------------------|--|--------------------|--|---------------|--|----------------------------|--|-----------------|--|-------------------------|
| | DECIDUOUS TREES | | SHRUBS | | SOD | | CEDAR MULCH | | LANDSCAPE EDGER | | STREET LIGHT |
| | EVERGREEN TREES | | ORNAMENTAL GRASSES | | NATIVE SEED | | ROCK MULCH | | OPEN RAIL FENCE | | FIRE HYDRANT |
| | ORNAMENTAL TREES | | PLAYGROUND MULCH | | PRIVACY FENCE | | TUBULAR WROUGHT IRON FENCE | | WELL SITE | | SIGHT DISTANCE TRIANGLE |
| | | | | | WELL SETBACK | | | | | | |



SEAL RIDER
MIRACLE 919
AGES 2-6

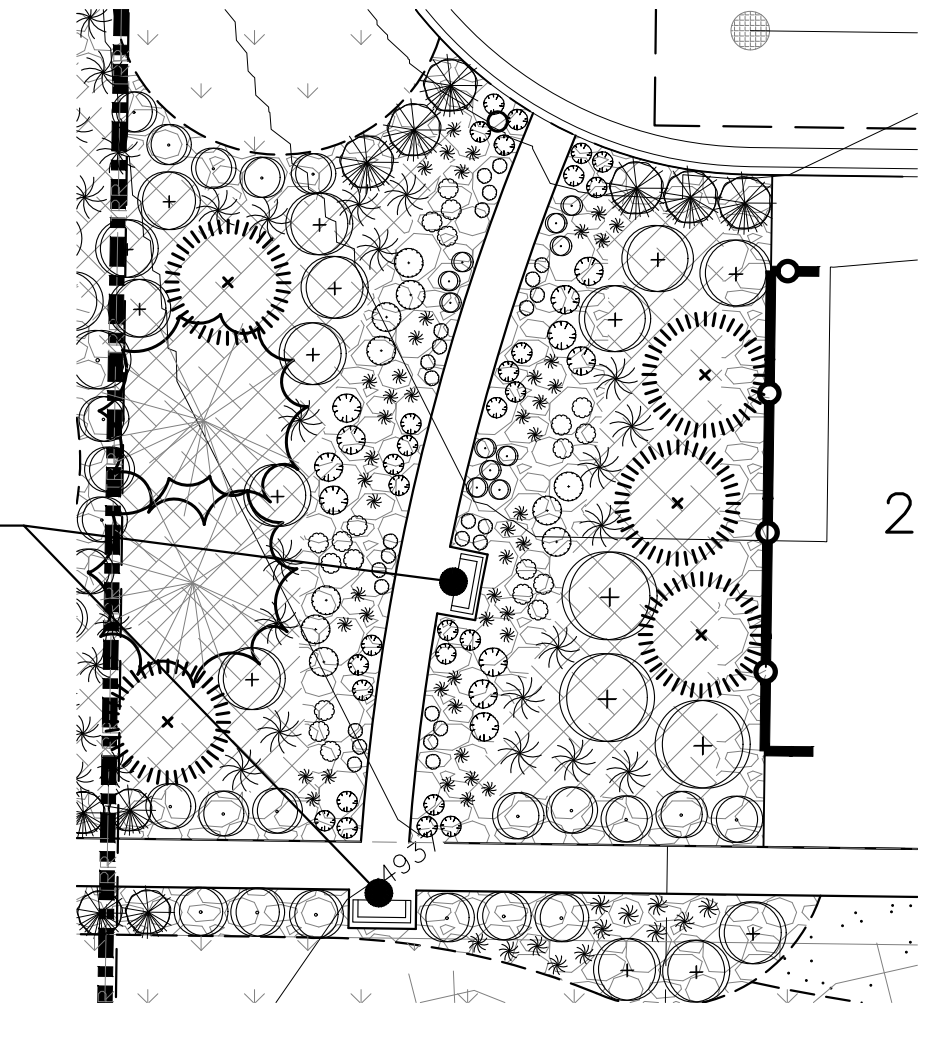


HIPPO RIDER
MIRACLE 952
AGES 2-6



BUTTERFLY GARDEN - TRACT Q
0.17 ACRE

SCALE: 1" = 20'



COLORADO BLOOMS GARDEN - TRACT M
0.08 ACRE

SCALE: 1" = 20'



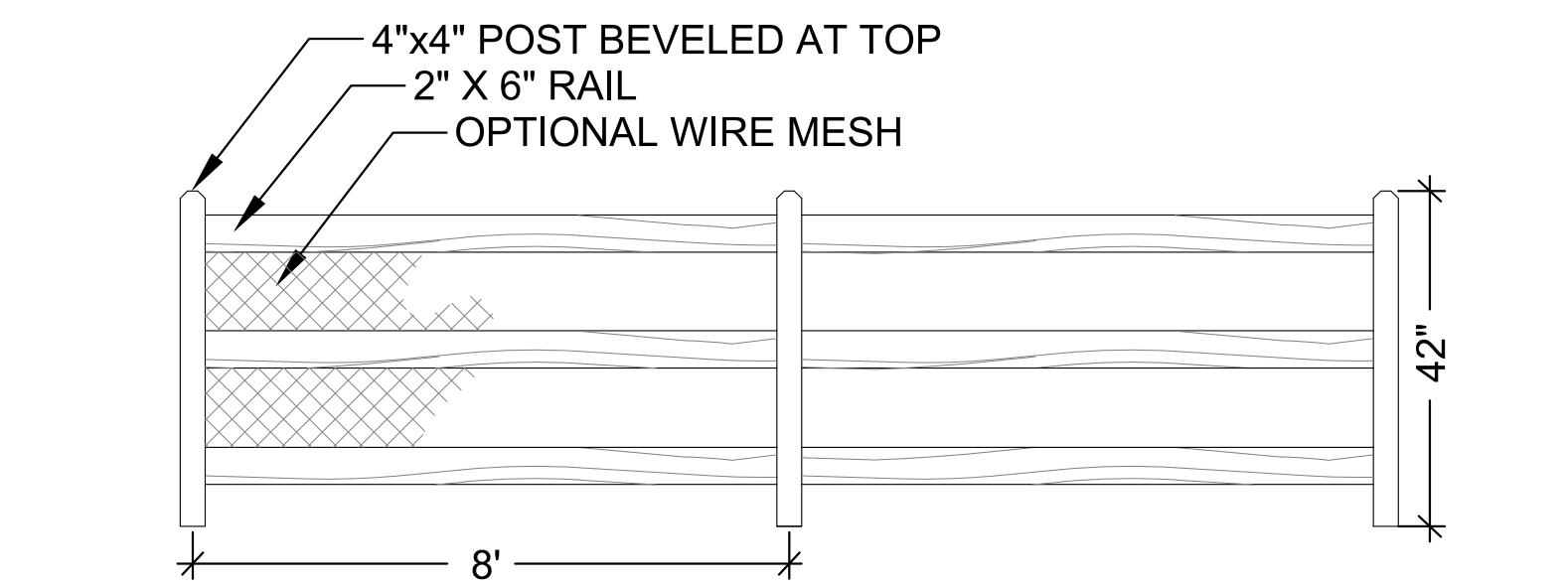
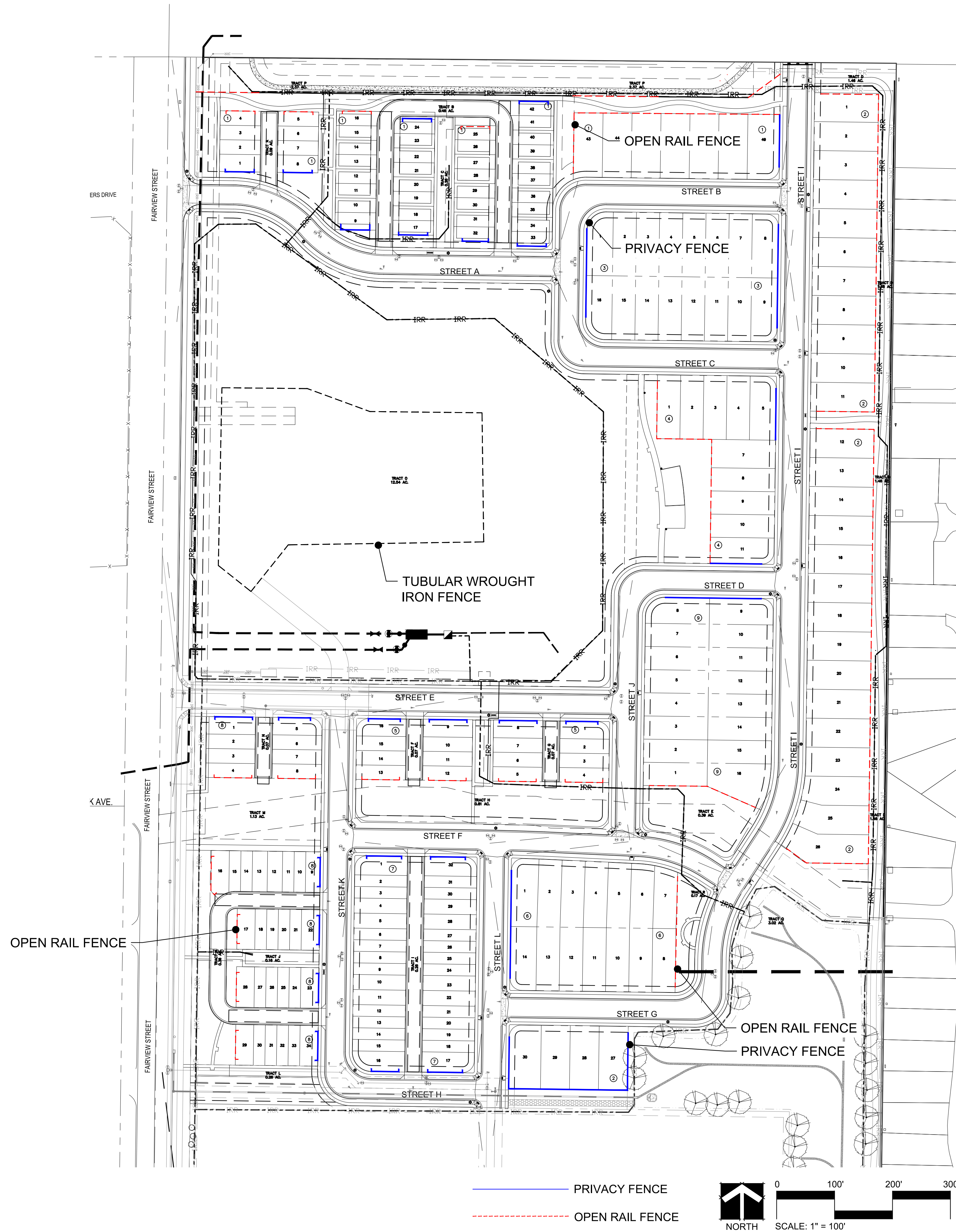
PLAY STRUCTURE
MIRACLE 718-S166X
AGES 5-12

PLAYGROUND SURFACE SHALL BE
ENGINEERED WOOD FIBER

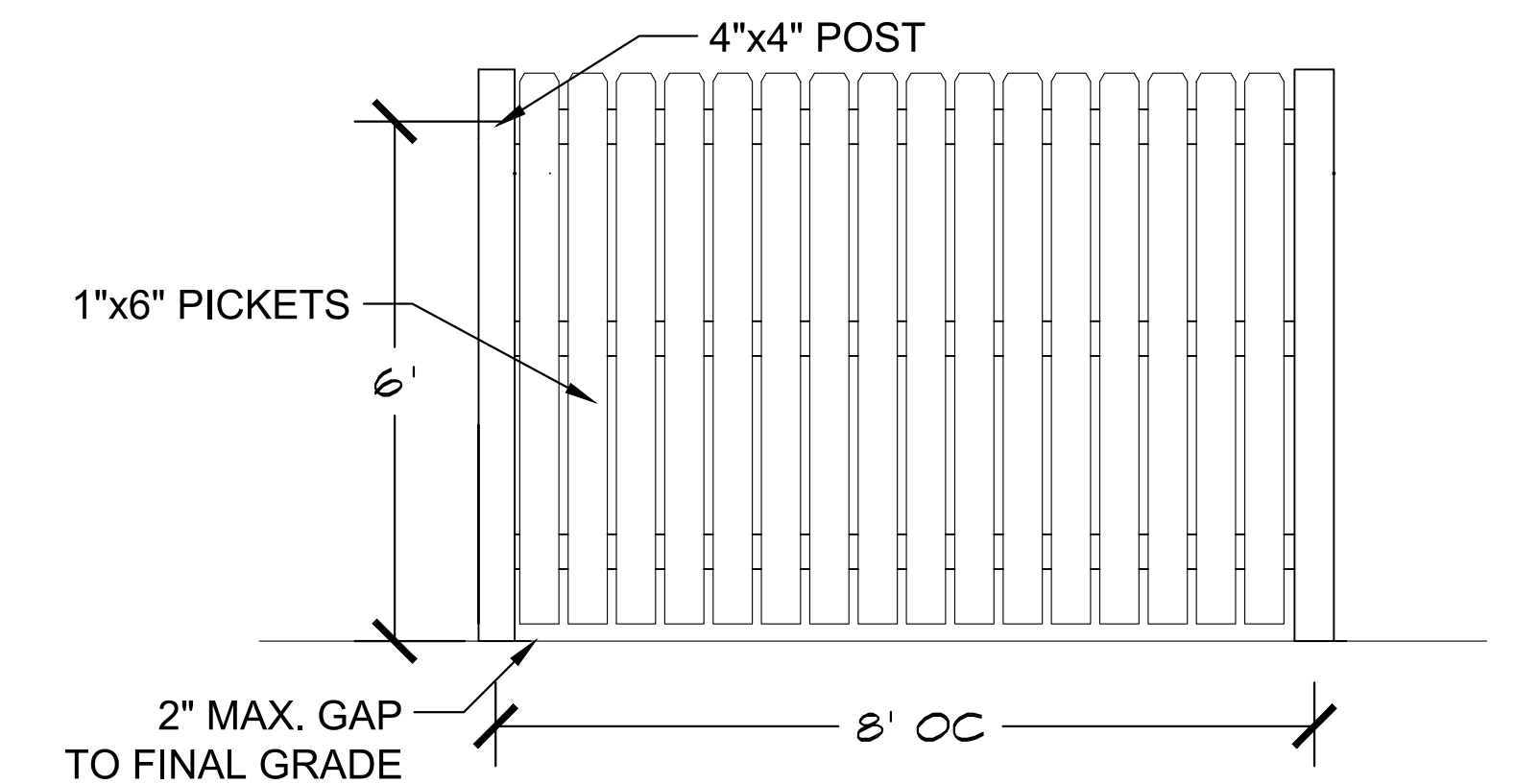


SWING SET
MIRACLE 718-852-2SW
AGES 2-12

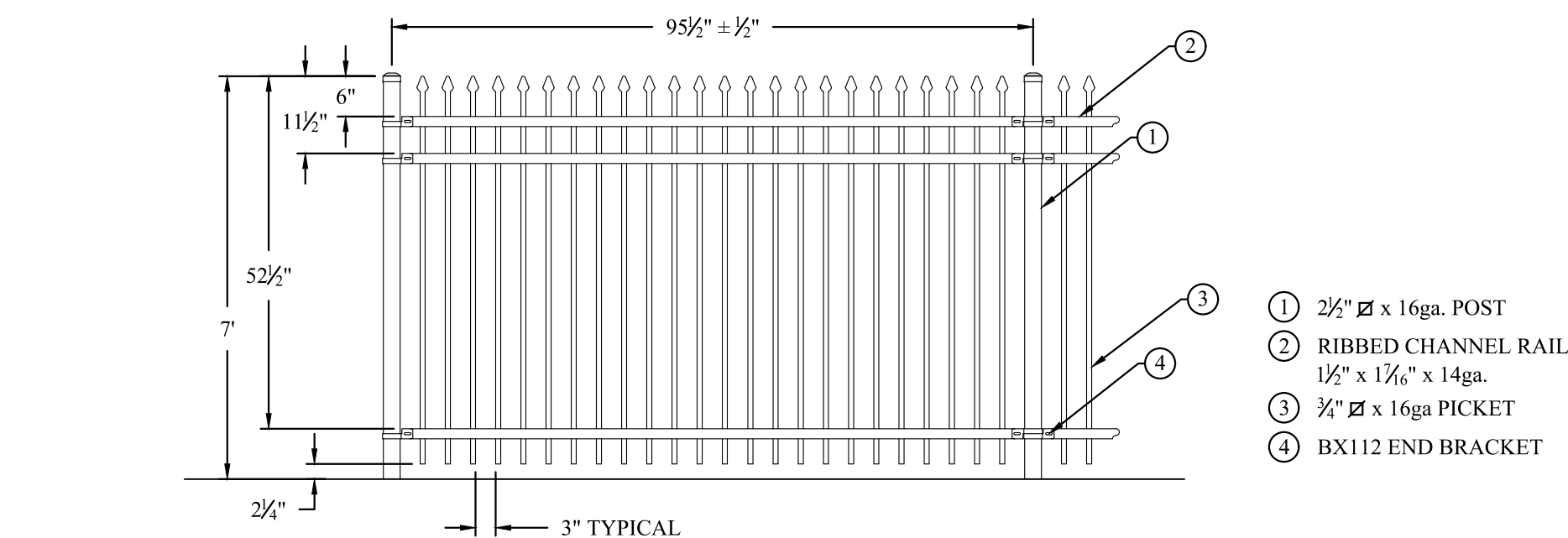
DATE	NO.	NOTES
6-25-2021	1	1ST SUBMITTAL
11-15-2021	2	2ND SUBMITTAL
04-04-2022	3	3RD SUBMITTAL



OPEN RAIL FENCE
WOOD or VINYL
Vinyl fencing shall be of an "off-white" or "tan" color. Wood shall be stained to complement the primary color of the homes within the neighborhood.



PRIVACY FENCE
WOOD or VINYL
Vinyl fencing shall be of an "off-white" or "tan" color. Wood shall be stained to complement the primary color of the homes within the neighborhood.



TUBULAR WROUGHT IRON FENCE
AMERISTAR - MONTAGE PLUS PANEL CLASSIC (WELL SITE)
Color: Black

PLANT LIST

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)	SIZE	WATER USE
SHADE TREES						
	ABM	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'AUTUMN BLAZE'	45' x 35'	2.0" CAL.	MODERATE
	CH	COMMON HACKBERRY	CELTIS OCCIDENTALIS	55' x 45'	2.0" CAL.	LOW
	GL	GREENSPIRE LINDEN	TILIA CORDATA GREENSPIRE	35' x 30'	2.0" CAL.	LOW
	NRO	NORTHERN RED OAK	QUERCUS RUBRA	50' x 50'	2.0" CAL.	MODERATE
	NSM	NORWEGIAN SUNSET MAPLE	ACER PLATANOIDES 'NORWEGIAN SUNSET'	30' x 35'	2.0" CAL.	MODERATE
	RL	REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	45' x 35'	2.0" CAL.	MODERATE
	SH	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR INERMIS SHADEMASTER	45' x 35'	2.0" CAL.	MODERATE
	SKH	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	35' x 30'	2.0" CAL.	LOW
	SUH	SUNBURST HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SUNBURST'	35' x 30'	2.0" CAL.	MODERATE
	SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	50' x 50'	2.0" CAL.	LOW
	TRO	TEXAS RED OAK	QUERCUS BUCKLEYI	50' x 50'	2.0" CAL.	LOW
ORNAMENTAL TREES						
	ABS	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	15' x 15'	1.5" CAL.	MODERATE
	FAM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	18' x 18'	1.5" CAL.	MODERATE
	RFC	RADIANT CRABAPPLE	MALUS 'RADIANT'	25' x 20'	1.5" CAL.	MODERATE
	SAC	SARGENT CRABAPPLE	MALUS SARGENTII	10' x 10'	1.5" CAL.	MODERATE
	WH	WASHINGTON HAWTHORN	CRATAEGUS PHAENPYRUM	25' x 20'	1.5" CAL.	MODERATE
EVERGREEN TREES						
	AP	AUSTRIAN PINE	PINUS NIGRA	50' x 35'	8' HEIGHT	LOW
	BCP	BRISTLECONE PINE	PINUS ARISTATA	30' x 30'	8' HEIGHT	MODERATE
	BOP	BOSNIAN PINE	PINUS HELDREICHII	20' x 12'	8' HEIGHT	MODERATE
	CBS	COLORADO BLUE SPRUCE	PICEA PUNGENS GLAUCA	50' x 25'	8' HEIGHT	MODERATE
	PNP	PINON PINE	PINUS EDULIS	25' x 15'	8' HEIGHT	LOW
	PP	PONDEROSA PINE	PINUS PONDEROSA	70' x 35'	8' HEIGHT	LOW
SHRUBS						
	AAS	AUTUMN AMBER SUMAC	RHUS TRILOBATA 'AUTUMN AMBER'	2' x 5'	5 GALLON	LOW
	ACJ	ALPINE CARPET JUNIPER	JUNIPERUS COMMUNIS 'ALPINE CARPET'	0.5' x 3'	5 GALLON	LOW
	BHJ	BAR HARBOUR JUNIPER	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	1' x 6'	5 GALLON	LOW
	BMS	BLUE MIST SPIREA	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	3' x 3'	5 GALLON	LOW
	BZM	BLIZZARD MOCKORANGE	PHILADELPHUS LEWISII 'BLIZZARD'	7' x 7'	5 GALLON	LOW
	CAJ	COMPACT ANDORRA JUNIPER	JUNIPERUS 'ANDORRA COMPACT'	1.5' x 4'	5 GALLON	LOW
	CCJ	CALGARY CARPET JUNIPER	JUNIPERUS SABINA 'CALGARY CARPET'	1.5' x 7'	5 GALLON	LOW
	CHA	HANCOCK CORALBERRY	SYMPHORICARPOS x CHENAULTII 'HANCOCK'	2' x 4'	5 GALLON	MODERATE
	CSC	CREEPING WESTERN SAND CHERRY	PRUNUS BESSEYI PAWNEE BUTTES	1.5' x 5'	5 GALLON	LOW
	DBU	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	7' x 7'	5 GALLON	MODERATE
	DKL	DWARF KOREAN LILAC	SYRINGA MEYERI 'PALIBIN'	5' x 5'	5 GALLON	LOW
	DNB	DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'NANUS'	5' x 5'	5 GALLON	MODERATE
	GDP	GOLD DROP POTENTILLA	POTENTILLA FRUTICOSA 'GOLD DROP'	2.5' x 2.5'	5 GALLON	MODERATE
	GLS	DWARF FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	2.5' x 6'	5 GALLON	LOW
	IBJ	ICEE BLUE JUNIPER	JUNIPERUS HORIZONTALIS 'MONBER'	0.5' x 6'	5 GALLON	LOW
	LBM	LENA BROOM	CYTISUS x 'LENA'	2' x 3'	5 GALLON	LOW
	MHV	MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN'	7' x 7'	5 GALLON	LOW
	NWR	NEARLY WILD ROSE	ROSA X 'NEARLY WILD'	2.5' x 2.5'	5 GALLON	MODERATE
	PCL	BRIGHT PINK CANADIAN LILAC	SYRINGA X PRESTONIAE 'MISS CANADA'	7' x 7'	5 GALLON	MODERATE
	PFR	PINK FLOWER CARPET ROSE	ROSA FLOWER CARPET PINK	2' x 2'	5 GALLON	MODERATE
	RCO	REDBEAD COTONEASTER	COTONEASTER RACEMIFLORUS	6' x 6'	5 GALLON	LOW
	RUS	RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA	3.5' x 3.5'	5 GALLON	LOW
	SBM	SNOWBELLE MOCKORANGE	PHILADELPHUS x 'SNOWBELLE'	3.5' x 3.5'	5 GALLON	MODERATE
	SCF	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA	2' x 2'	5 GALLON	LOW
	SGP	SUTTERS GOLD POTENTILLA	POTENTILLA FRUTICOSA 'SUTTER'S GOLD'	1.5' x 2.5'	5 GALLON	LOW
	SSB	SASKATOON SERVICEBERRY	AMELANCHIER ALNIFOLIA	7' x 7'	5 GALLON	MODERATE
	TBB	TURKESTAN BURNING BUSH	EUONYMUS NANA TURKESTANICUS	3' x 3'	5 GALLON	MODERATE
	TLS	THREE LEAF SUMAC	RHUS TRILOBATA	4' x 4'	5 GALLON	LOW
	YFC	YELLOW FLOWERING CURRANT	RIBES AUREUM	5' x 5'	5 GALLON	MODERATE

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)	SIZE	WATER USE
PERENNIALS & ORNAMENTAL GRASSES						
	AHM	AVA'S HUMMINGBIRD MINT	AGASTACHE 'AVA'	4' x 2'	1 GALLON	LOW
	BCM	BLUE CATMINT	NEPETA FAASSENII 'SELECT BLUE'	1.5' x 1.5'	1 GALLON	LOW
	BES	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	2' x 2'	1 GALLON	LOW
	BFL	BLANKET FLOWER	GAILLARDIA GRANDIFLORA 'ARIZONA SUN'	1' x 1'	1 GALLON	LOW
	BWS	BLUE WOOLLY SPEEDWELL	VERONICA PECTINATA	2' x 1.5'	1 GALLON	LOW
	COO	CASCADING ORNAMENTAL OREGANO	ORIGANUM LIBANOTICUM	1.5' x 1.5'	1 GALLON	LOW
	CGH	COMPACT OREGON GRAPE HOLLY	MAHONIA AQUIFOLIUM COMPACTA	2.5' x 2.5'	1 GALLON	LOW
	FRS	FILIGRAN RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'FILIGRAN'	3' x 3'	1 GALLON	LOW
	KFG	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	4' x 2'	1 GALLON	MODERATE
	LBG	LITTLE BLUESTEM GRASS	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	3' x 1.5'	1 GALLON	LOW
	LLE	LARGE LEAFED LAMBS EAR	STACHYS BYZANTINA 'HELEN VON STEIN'	2' x 2'	1 GALLON	LOW
	MPC	MAGNUS PURPLE CONEFLOWER	ECHINACEA PURPUREA 'MAGNUS'	3' x 1.5'	1 GALLON	LOW
	MSY	MOONSHINE YARROW	ACHILLEA 'MOONSHINE'	1.5' x 2'	1 GALLON	LOW
	PMG	PURPLE MAIDEN GRASS	MISCANTHUS SINENSIS PURPURASCENS	3.5' x 3.5'	1 GALLON	LOW
	RDS	RASPBERRY DELIGHT HYBRID BUSH SAGE	SALVIA 'RASPBERRY DELIGHT'	3' x 3'	1 GALLON	LOW
	SAJ	SEDUM AUTUMN JOY	SEDUM X 'AUTUMN JOY'	1.5' x 1.5'	1 GALLON	LOW
	SWG	SWITCH GRASS	PANICUM VIRGATUM	3' x 5'	1 GALLON	LOW
	VMG	VARIEGATED MAIDEN GRASS	MISCANTHUS SINENSIS 'VARIEGATUS'	4.5' x 3.5'	1 GALLON	MODERATE

LOW GROW NATIVE SEED MIX

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.



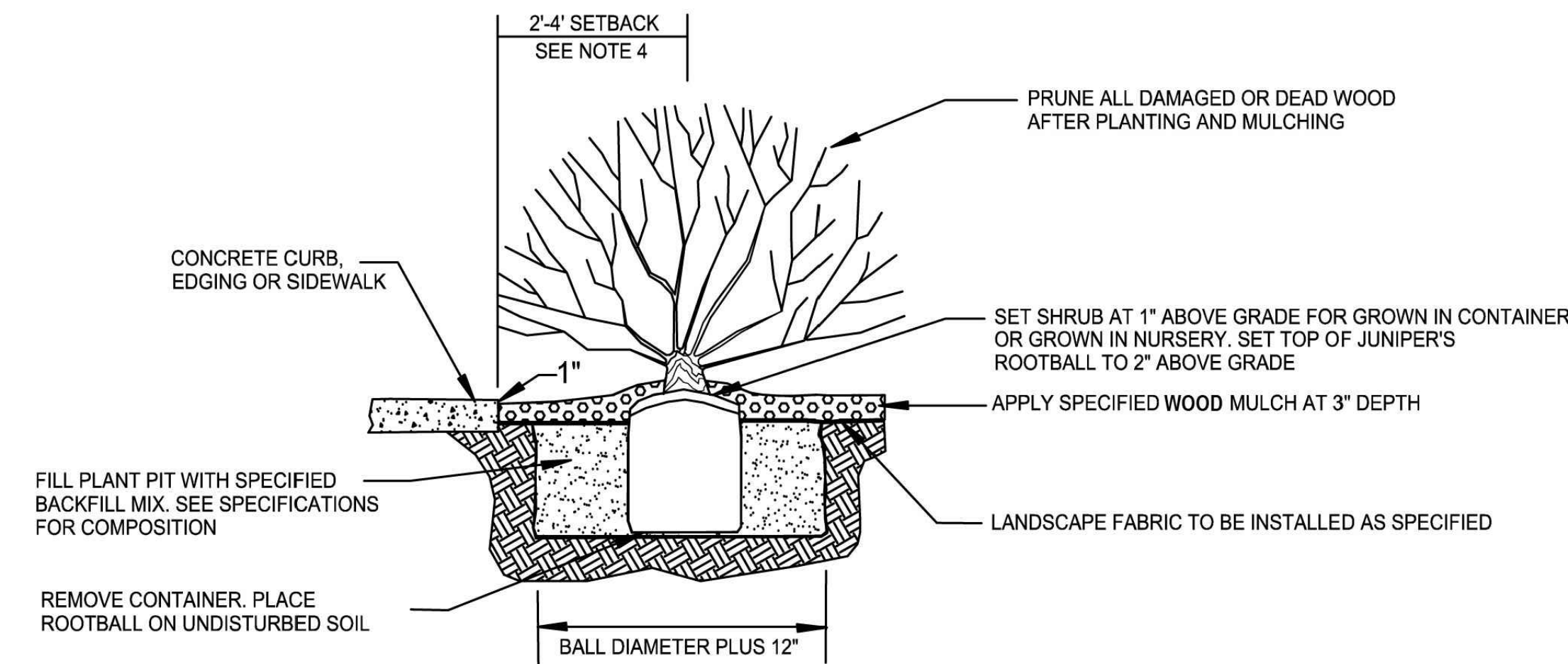
- Characteristics:**
 - Grows 8-12 inches tall
 - Requires little to no maintenance
 - Grows well in elevations up to 10,000 ft
- Seeding Rate:**
 - New Seeding
 - Dryland: 20-25 lbs/acre
 - Irrigated: 40 lbs/acre
 - Overseeding
 - Dryland: 10-15 lbs/acre
 - Irrigated: 20 lbs/acre

- Mix contains:**
 - 30% **Ephraim Crested Wheatgrass**
Slightly rhizomatous bunchgrass with germination in 14-21 days. Drought resistant and winter hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.
 - 25% **Sheep Fescue**
Bunchgrass with germination in 14-21 days. Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.
 - 20% **Perennial Rye**
Bunchgrass with germination in 5-10 days. One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.
 - 15% **Chewings Fescue**
Bunchgrass with germination in 7-21 days. Fine fescue that is shade tolerant and requires little water. Persists in dry soils and infertile soils.
 - 10% **Canada Bluegrass**
Sod-forming grass with germination in 14-21 days. Resistant to drought and some salinity. It is used to reclaim disturbed area such as gravel pits, cut roads, roadsides, and mines.

SEEDING INSTALLATION

- Non-irrigated native seed grass to be crimped at time of installation to facilitate growth.
- All brands furnished shall be free from such noxious seeds as Russian or Canadian Thistle, Coarse Fescue, European Bindweed, Johnson Grass, Knap Weed and Leafy Spurge.
- The seeder shall furnish to the owner (or contractor) a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed tickets shall be provided to the Town upon request.
- If the seed available on the market does not meet the minimum purity and germination percentages specified, the installer must compensate for a lesser percentage of purity or germination by furnishing sufficient additional seed to equal the specified product. the tags from the seed mixes must be approved by the town prior to application.
- The formula used for determining the quantity of pure live seed (pls) shall be (pounds of seed) x (purity) x (germination) = pounds or pure live seed (pls).
- Permanent seed mix shall be used unless otherwise approved by the town. The use of temporary nursery crop in permanent and low grow mixes is prohibited.
- All areas to be seeded shall have native topsoil spread to a depth of at least 6 inches (loose depth).
- Soil amendments shall be in compliance with the Town's landscape regulations. Minimum soil amendments shall be 3 cubic yards of organic matter per 1,000 square feet of seeded areas, and shall be tilled to a minimum depth of 6 inches.
- Soil is to be thoroughly loosened (tilled) to a depth of at least 6 inches prior to seeding. The top 6 inches of the seed bed shall be free of rocks greater than 4 inches and soil clods greater than 2 inches. Seeding over any compacted areas that haven't been thoroughly loosened shall be rejected. Seed beds shall be free of weeds.
- If the installer demonstrates to the town that it is not possible to drill seed, seed is to be uniformly broadcast at two times the drilled rate, then lightly harrowed to provide a seed depth of approximately 1/4 inch, then rolled to compact, then mulched as specified above.
- Seeding shall be completed within 30 days of initial exposure or 7 days after grading is substantially complete in a given area (as defined by the town). This may require multiple mobilizations for seeding.

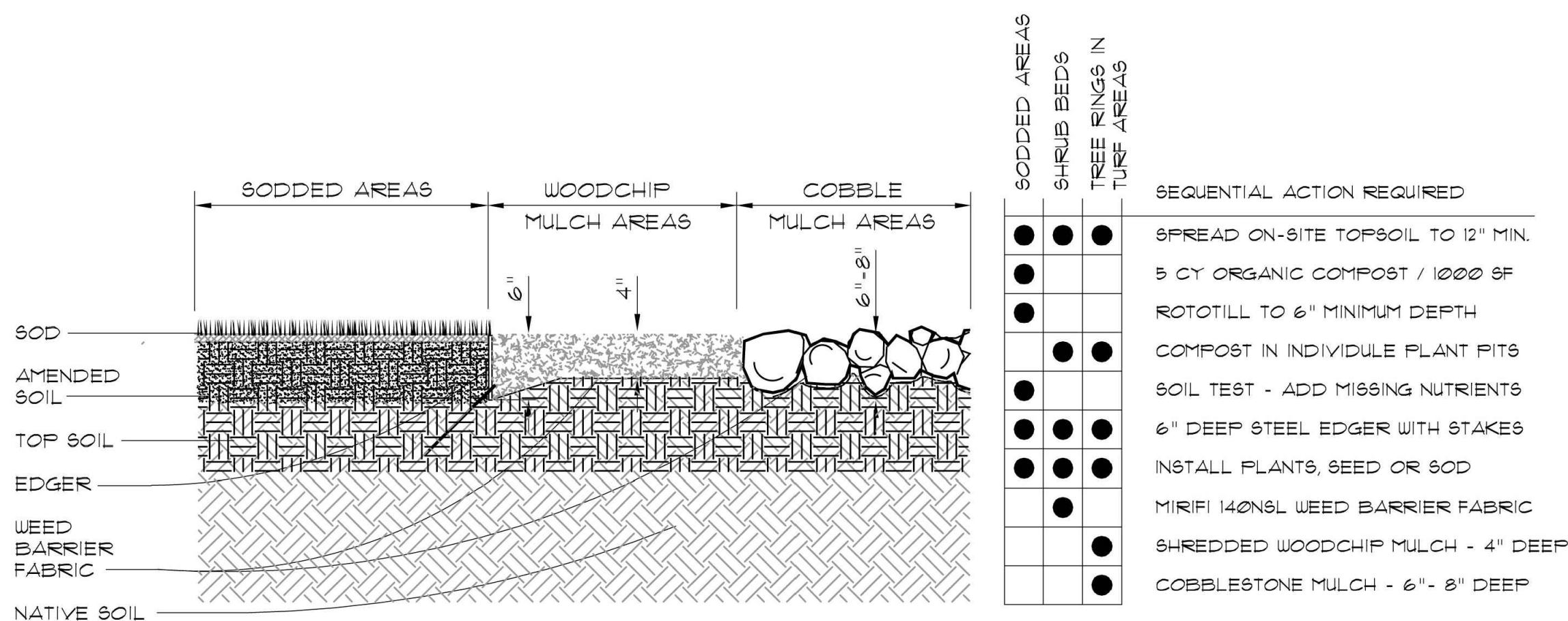
DATE	NO.	NOTES
6-29-2021	1	1ST SUBMITTAL
7-13-2021	2	2ND SUBMITTAL
8-04-2022	3	3RD SUBMITTAL



- NOTE:
1. DO NOT PLANT ANY PLANT WITH ROOTBALL NOT IN CONFORMANCE WITH COLORADO NURSERY ACT REQUIREMENTS
 2. HOLD MULCH GRADE 1" BELOW EDGE OF WALK, EDGING OR CURB
 3. SHRUBS NOT PLANTED WITHIN A MULCHED BED REQUIRE A 4" HIGH EARTH SAUCER TO BE CONSTRUCTED CONTAINING A 1' RADIUS AND 3" DEEP MULCH COLLAR.
 4. USE A 2' TO 4' SETBACK DEPENDING ON SPECIES. SETBACK TO ACCOMMODATE MATURE SPREAD OF SPECIES TO PREVENT OVERHANG.
 5. REMOVE ALL CONTAINERS & POTS PRIOR TO PLANTING.

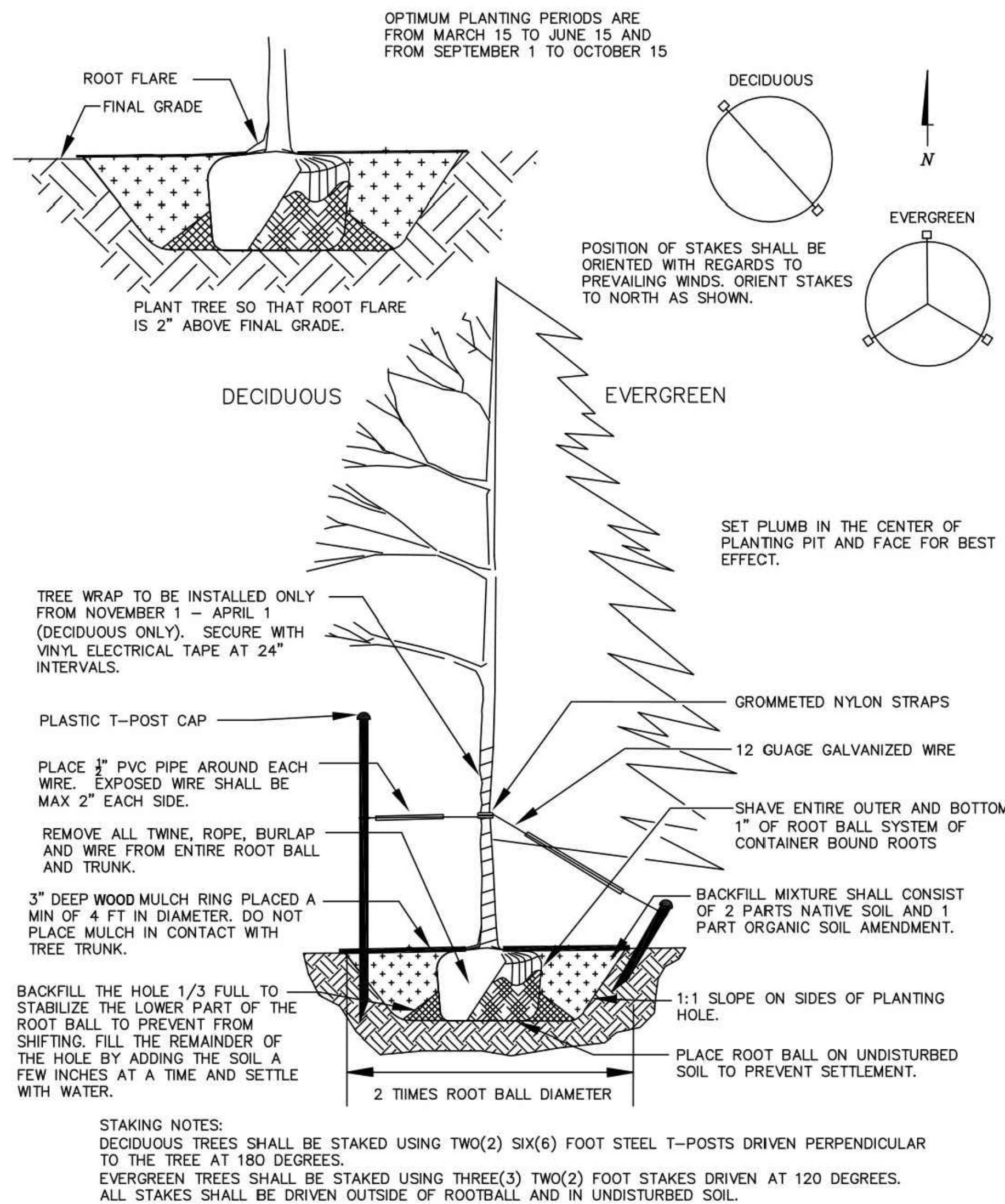
SHRUB & PERENNIAL PLANTING STANDARD DETAIL

NOT TO SCALE



EDGER, MULCHES & SOIL PREPARATION

NOT TO SCALE



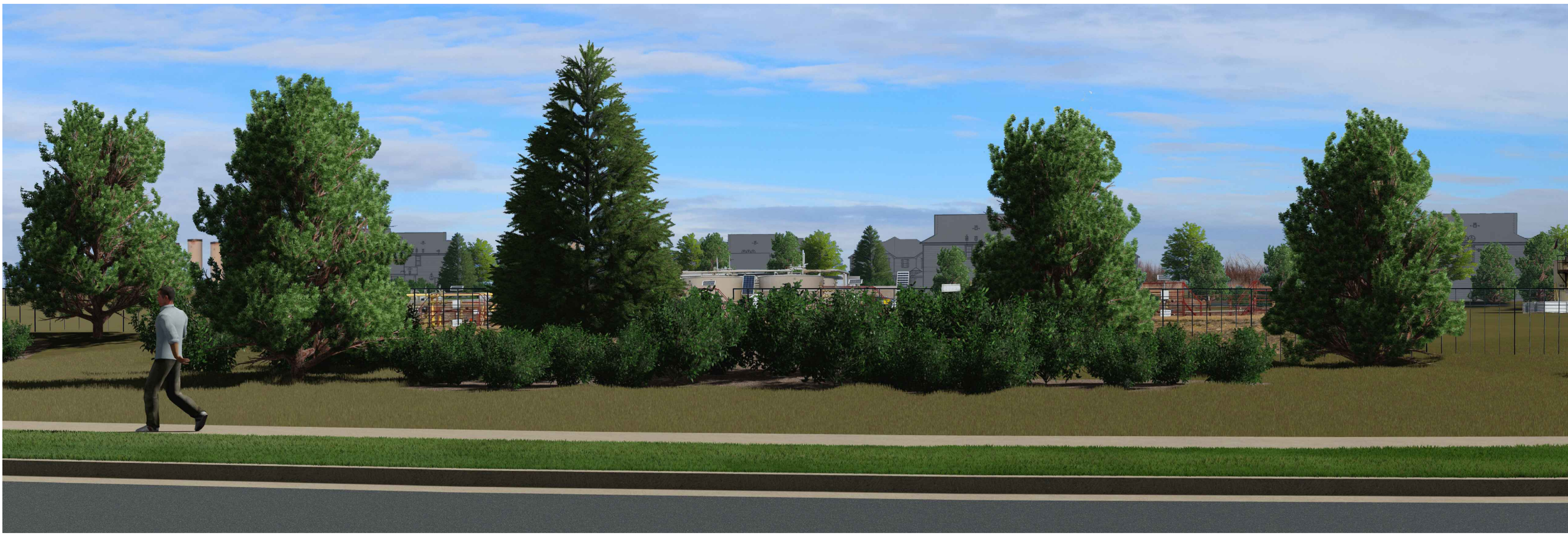
TREE PLANTING STANDARD DETAIL

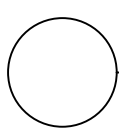
NOT TO SCALE

NOTES

1. Other than various grasses and forbes, existing vegetation is non-existent; therefore, preservation of existing vegetation shall not be required.
2. The site does not contain any known endangered species, archaeological or historic areas. Also, no floodplains, wetlands or geologic hazards have been mapped on the site.
3. It is the responsibility of the Developer and their Contractors to build the project according to approved plans and details, and in accordance with current Town of Firestone Landscape Standards and Specifications. Field changes to these plans are to be approved by the Town of Firestone prior to any work. Field conditions that conflict with or jeopardize the longevity of the proposed improvements shall be brought to the attention of the Town of Firestone for resolution. Failure to bring such matters to the Town's attention or to obtain approval of remedial measures will in no way relieve the Developer/Contractor of their obligation to resolve the matter to the satisfaction of the Town.
4. It will be the responsibility of the Developer to replace all dead plant material and/or re-sod or seed turf areas that are not established during the warranty period established by the Development Agreement for this project.
5. Proposed park and open space areas will be private and maintained at homeowners expense by a Metro District.
6. All plant material shall carry a warranty for a period of not less than 1 year after acceptance of the project by the owner. Warranty shall be a one-time replacement that includes plant material and labor costs.
7. All landscape areas and plant material shall be watered by an automatic irrigation system. Drip irrigation is to be provided to shrub areas; turf area heads are to be installed so as to provide head to head coverage. Temporary irrigation shall be provided to native grass areas for establishment in order to assist in complying with the re-vegetation standards.
8. All areas disturbed by construction shall be adequately re-vegetated so as not to leave any bare ground.
9. Final locations of street trees shall be based upon driveways and utility service lines. Street trees shall be placed in front of the sidewalk when the walk is detached and behind the sidewalk when the walk is attached. Street trees shall be installed 3 to 4 feet from any pavement. Street trees shall be installed by the developer/homebuilder and maintained by the homeowner. Street tree irrigation shall be from the domestic tap for the adjacent home.
10. No tree or shrub will be planted within 3 feet of a fire hydrant. Trees shall be planted with the top most root in the root ball 3" to 5" higher than the finished landscape grade. This includes trees that are set on slopes. Set root ball on undisturbed soil. Trees where the trunk flare is not visible shall be rejected. Do not cover the root ball with soil.
11. Soil preparation under all areas to be seeded, sodded or otherwise planted shall include topsoil and/or organic matter (compost or aged manure) and shall be added at a rate of 3 cubic yards per 1 thousand square feet and tilled into the soil to a depth of 6"
12. Organic wood mulch shall be used within 1 foot of all shrubs and ornamental grasses, as well as around trees in a 6 foot diameter ring. Remaining areas of planting beds shall contain 1-1/2 inch western river rock. All planting beds require a pre-emergent treatment before mulching.
13. All shrub beds shall be mulched with rock cobble mulch 1" - 2" in size, placed over a suitable weed barrier fabric. Minimum depth of mulch shall be 3 inches. All shrub bed areas shall be separated from sod areas by steel edging material.
14. Sod within the park shall be Turf Master TM EnviroTurf. Courtyards and private yards shall be Turf Master TM Nature's Prairie. Landscape plan contains no other areas with sod.
15. Non-irrigated native seed grass to be crimped at time of installation to facilitate growth. See sheet 11 for seed mix.
16. All fencing shall be as indicated on the landscape plans and details.
17. Any lighting in the park shall be fully shielded luminaires to reduce light pollution. Fixtures must be approved by Town of Firestone.

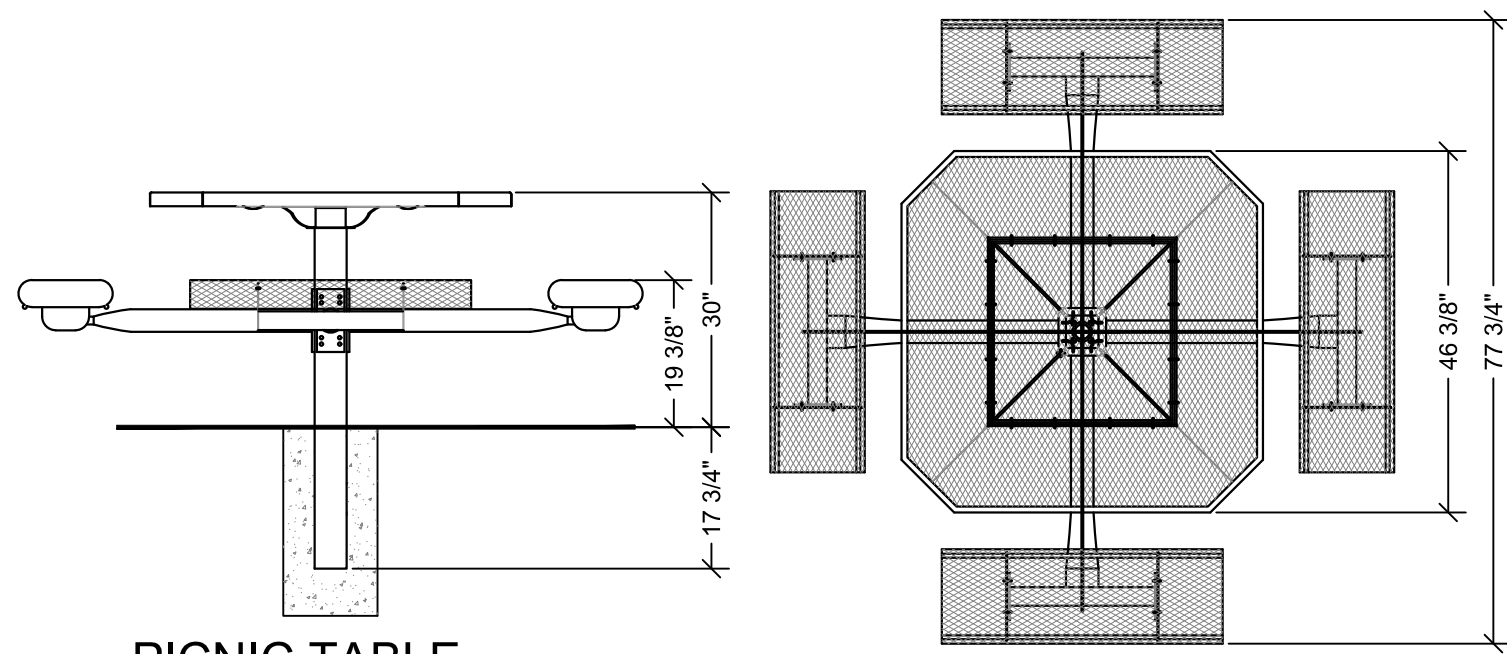
DATE	NO.	NOTES
1-25-2021	1	1ST SUBMITTAL
11-15-2021	2	2ND SUBMITTAL
04-04-2022	3	3RD SUBMITTAL



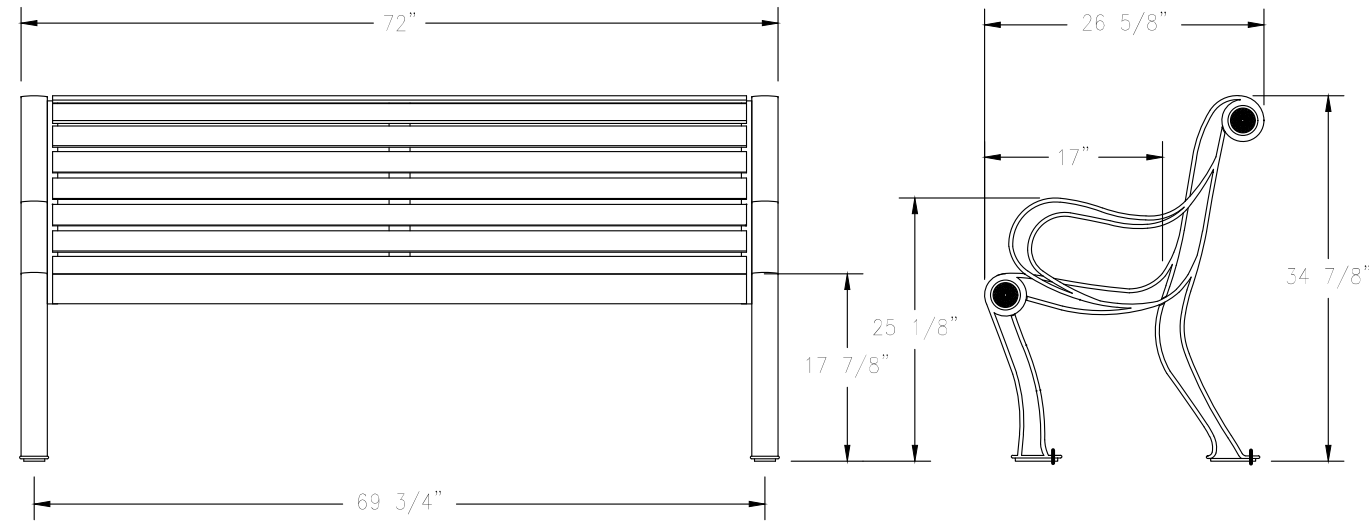
 SIMULATED VIEWS OF WELL SITE LANDSCAPE SCREENING

DATE	NO.	NOTES
6-28-2021	1	1ST SUBMITTAL
11-18-2021	2	2ND SUBMITTAL

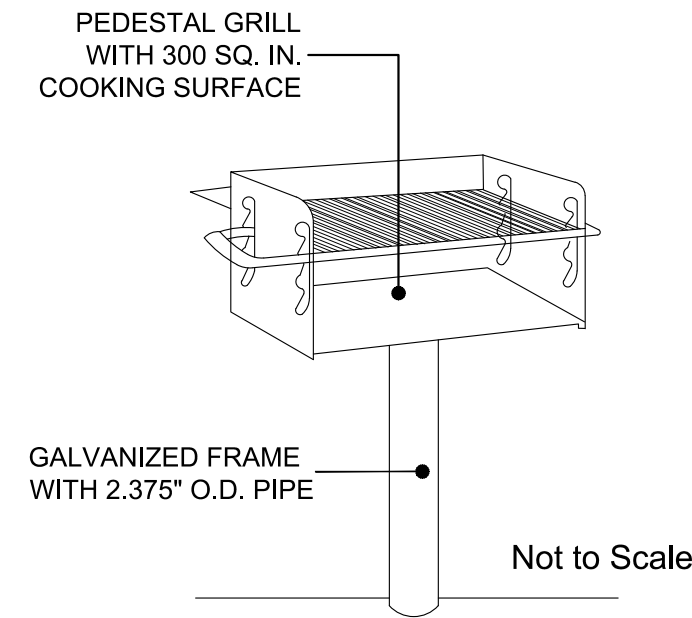
FIRELIGHT PARK
LANDSCAPE PLAN



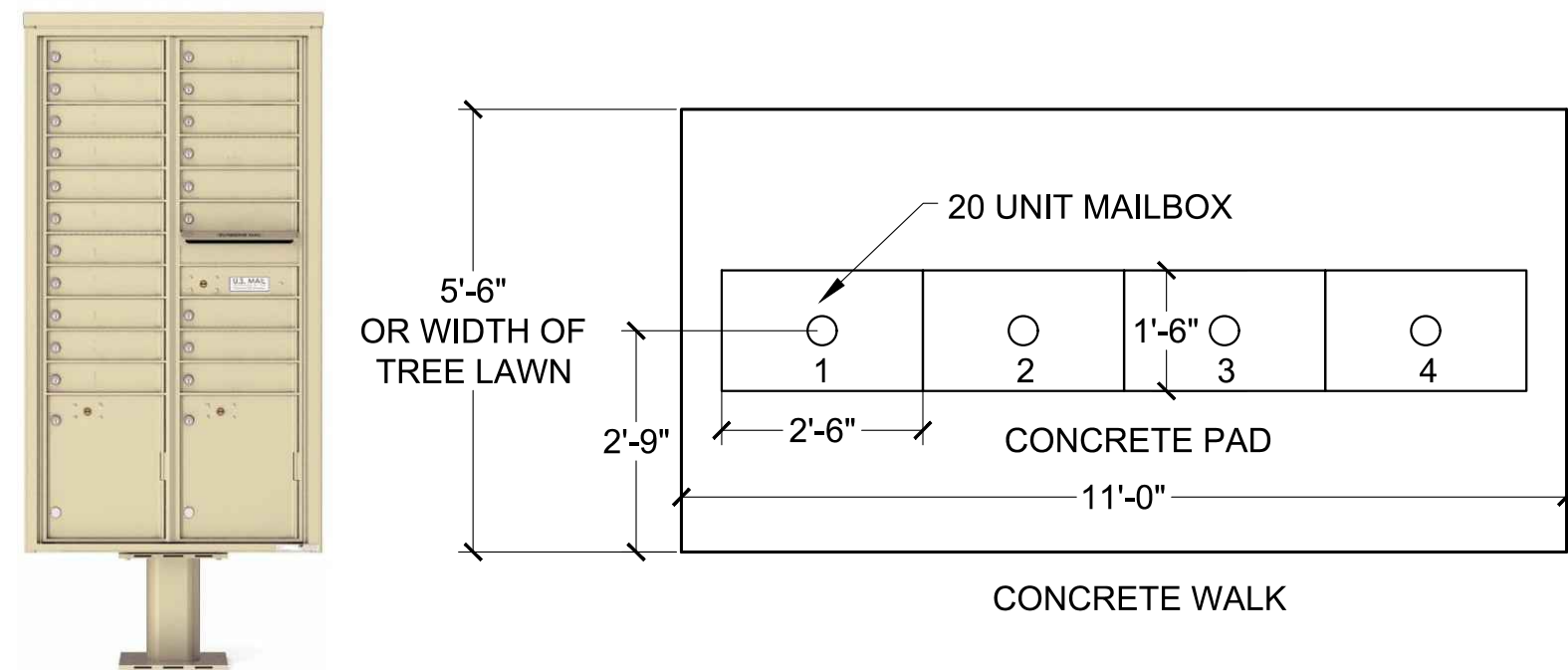
PICNIC TABLE
MANUFACTURER: WABASH VALLEY
MODEL: SG235D/SG230D INGROUND
COLOR: DARK GREEN
Not to Scale



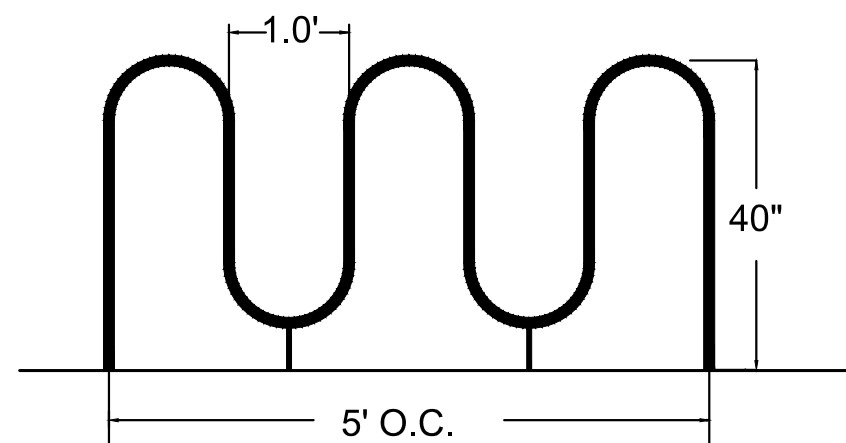
BENCH
MANUFACTURER: WABASH VALLEY
MODEL: BU1119C
COLOR: DARK GREEN
Not to Scale



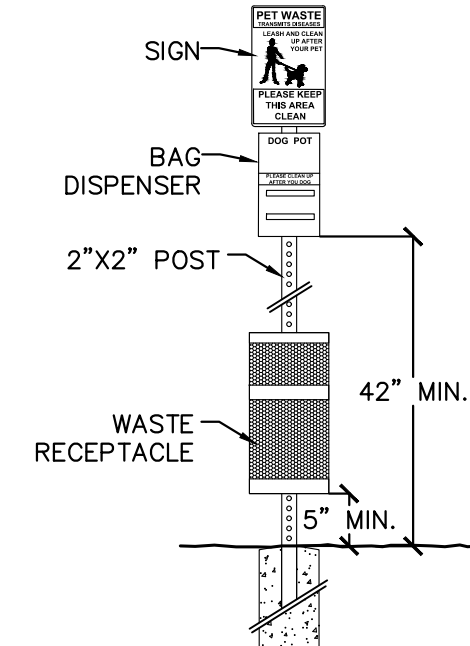
BBQ GRILL
DUMOR, INC.
DUMOR.COM
21-00 BLACK
Not to Scale



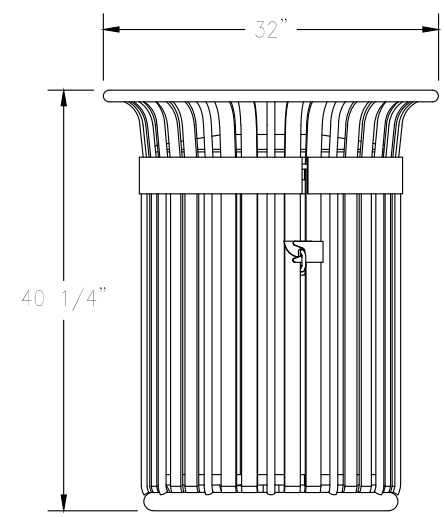
MAILBOX CLUSTER
1 Cluster of 4 Mailboxes with 20 personal units each.
1 Cluster of 3 Mailboxes with 20 personal units each.
Not to Scale



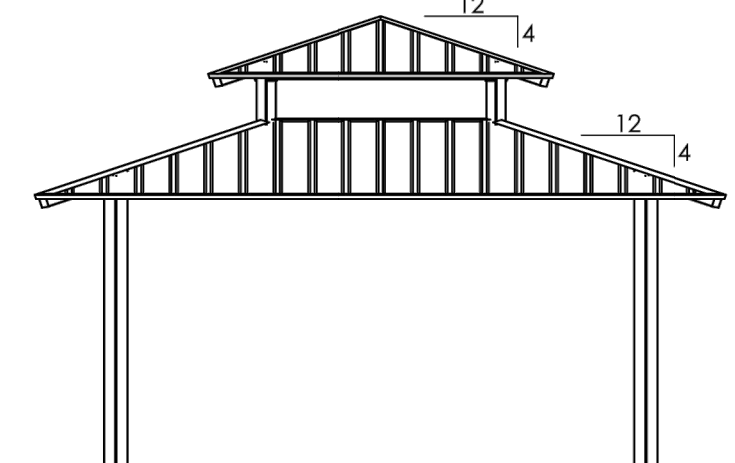
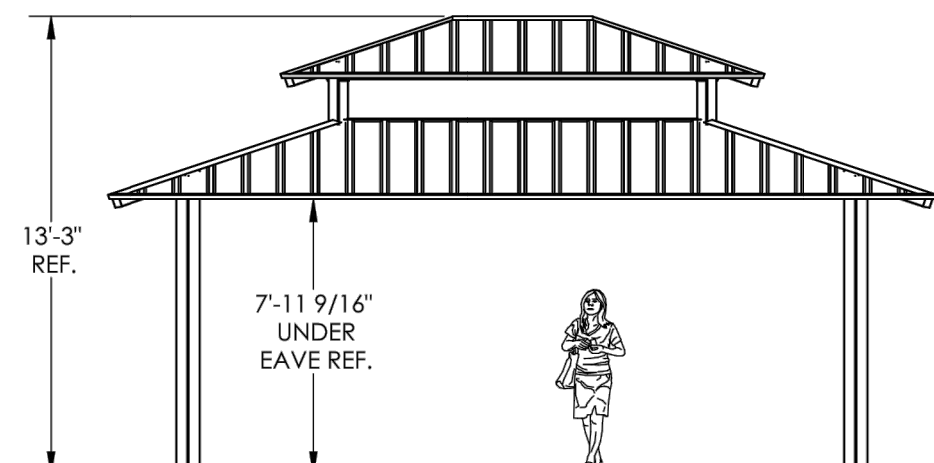
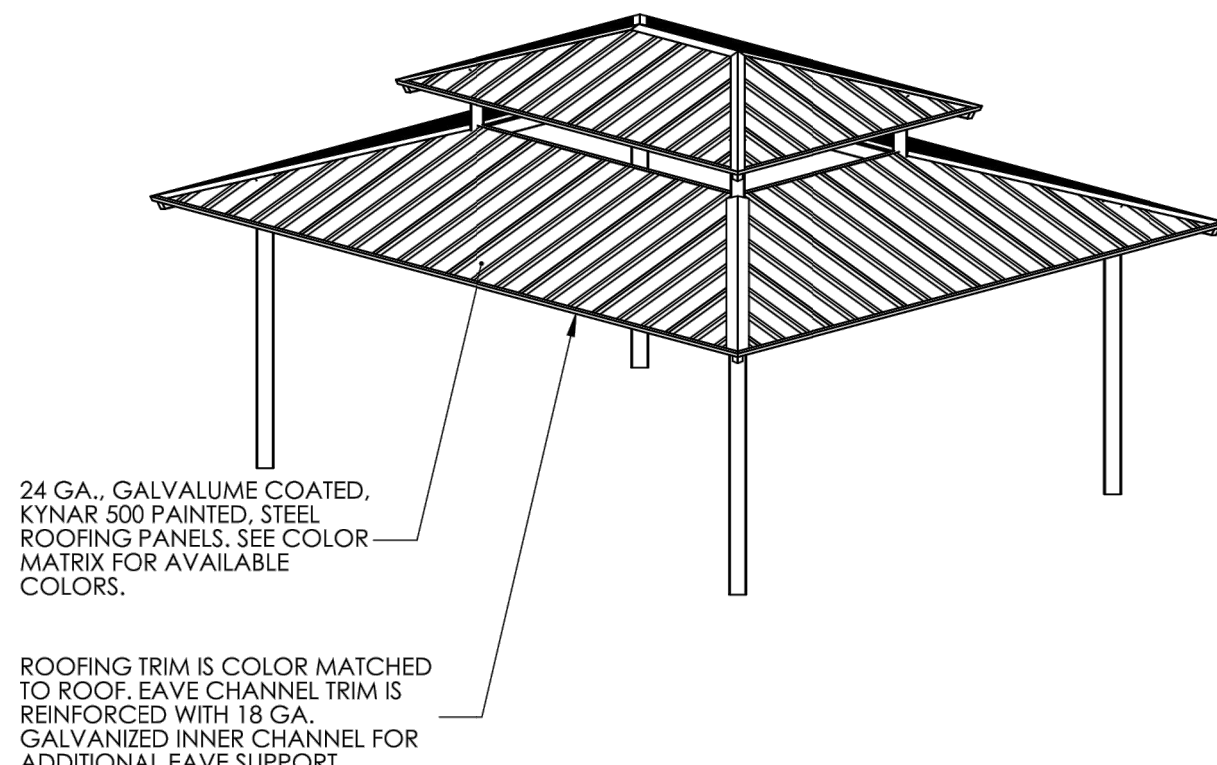
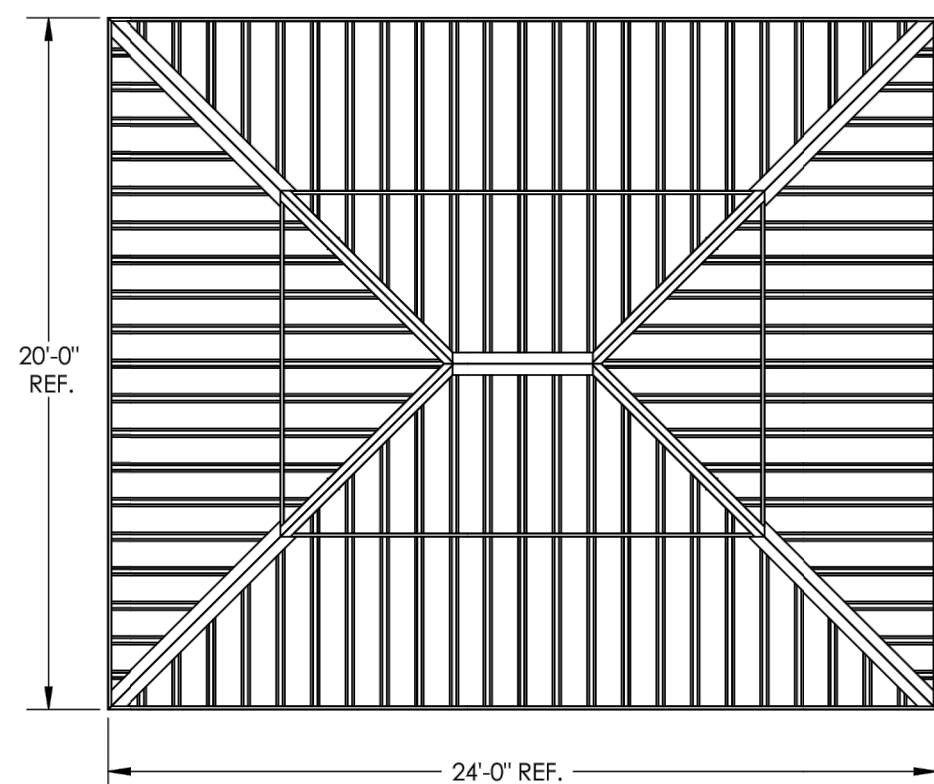
BICYCLE RACK
MANUFACTURER: WABASH VALLEY
MODEL: BRK538I
COLOR: DARK GREEN
Not to Scale



DOG WASTE STATION
COLOR: DARK GREEN
Not to Scale



TRASH RECEPTACLE
MANUFACTURER: WABASH VALLEY
MODEL: TJ3F43I
COLOR: DARK GREEN
Not to Scale



SHELTER - 20' x 24'
POLIGON, MODEL: MARQUEE 20X24 POLYGON.COM
COLORS: ROOF - TUDOR BROWN, POSTS - SURREY BEIGE
Not to Scale



ENTRY MONUMENT
Not to Scale

DATE	NO.	NOTES
6-29-2021	1	1ST SUBMITTAL
11-2-2021	2	2ND SUBMITTAL
04-04-2022	3	3RD SUBMITTAL

FIRELIGHT PARK

LANDSCAPE PLAN



Landscape Architecture • Planning • Entitlements

FIRELIGHT PARK

Virtual Neighborhood Meeting

November 10, 2021

Attended by approximately 10 adjacent owners and the design/development team.

DISCUSSED:

- Concern with the trail along their western property line. Will there be a buffer?
- Longview does not have fences - trespassing is a concern
- Height of the proposed homes?
- Too much traffic on Hwy. 119
- Are there protective measures for homes near the O/G facilities
- Sound protection from the compressors
- Concern with fire as there is no connection from Firelight Park to Longview
- Concern with their water source from the Oligarchy Ditch
- Longview is a dead end on the north. Will there be a connection made?
- Question regarding access to the commercial

Tools Identify Measure Draw Advanced

Layers Home Legend Results Show

Rectangle Enable Buffering Enable Add Results Enable Subtract Results Identifiable Layers

Parcels (633)

☆ Owner: ABDALLA AMRO M

Account: M0002401 Parcel: 131305000048
Address: 3357 MESA VERDE 165 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: ABDALLA PENNY M

Account: M0002401 Parcel: 131305000048
Address: 3357 MESA VERDE 165 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: MOULTON BRIAN SCOTT

Account: M0002501 Parcel: 131305000048
Address: 3354 MESA VERDE 160 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

☆ Owner: SEDLACK TRUST

Account: M0016401 Parcel: 131305000048
Address: 3374 BIG BEND 194 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

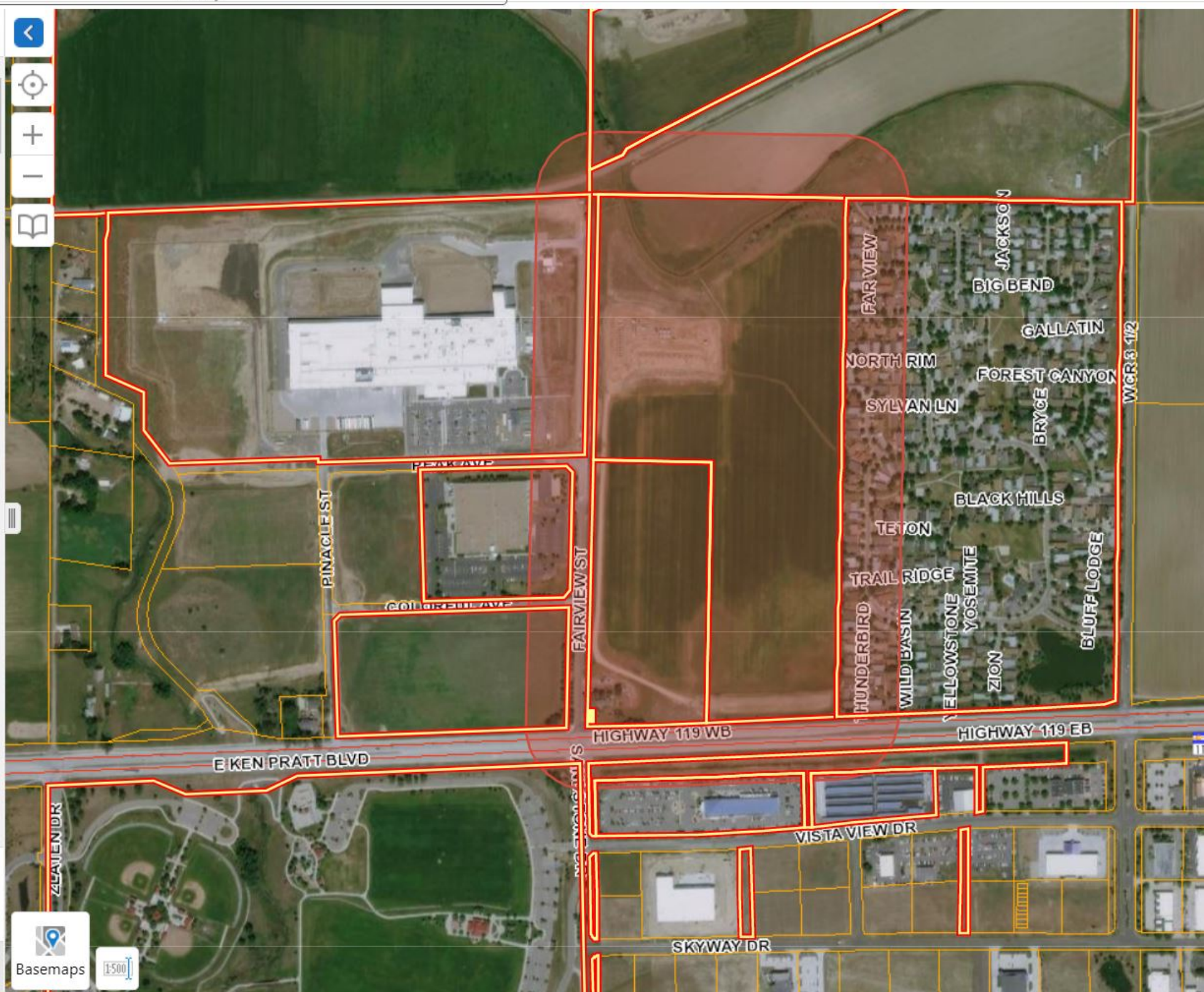
☆ Owner: CONTRERAS MARTIN MORENO

Account: M0016601 Parcel: 131305000048
Address: 11280 BIG BEND 242 WELD
Subdivision:
Section: 5 Township: 2N Range: 68W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

Displaying 1 - 50 (Total: 633)

Page 1 of 13

Layers Parcels (633)



ABDALLA PENNY M
3357 MESA VERDE UNIT 165
LONGMONT, CO 805046276

ACCELERATED EQUITY LLC
6500 S QUEBEC ST STE 300
CENTENNIAL, CO 801114674

ACOSTA ORENDAY JUAN ANTONIO
11129 YOSEMITE # 339
LONGMONT, CO 805046243

AGUELERA AMANDA
3334 TETON APT 364
LONGMONT, CO 805046251

AGUILERA LETICIA E
11071 WILD BASIN #289
LONGMONT, CO 805046244

ALEXANDER PATRICIA
11133 BLUFF LDG # 11
LONGMONT, CO 805049584

ALFARO ARLENE
3368 LONGVIEW BLVD LOT 313
LONGMONT, CO 805046246

ALMANZA SOLVEIGH
3251 N RIM APT 133
LONGMONT, CO 805046275

AMC LONGVIEW LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS, MI 483345900

ANGELES RAMIREZ MARIA DE LOS
11456 GLACIER PT LOT 58
LONGMONT, CO 805046216

ANGULO GRISELDA M
11461 GLACIER PT APT 66
LONGMONT, CO 805046217

ANSELL CONNIE
11323 BIG BEND #223
LONGMONT, CO 805049588

ANTON EDWARD A
3347 FAR VW # 104
LONGMONT, CO 805046282

ARELLANO DENISE CERVANTES
3306 FAR VW APT 184
LONGMONT, CO 805046284

ARELLANO SAMUEL CERCEDA
11096 YELLOWSTONE APT 312
LONGMONT, CO 805046762

ARELLANO TORRES IRMA
11487 JACKSON LOT 91
LONGMONT, CO 805046213

ARREDONDO-PEREZ MARISOL
11484 JACKSON LOT 88
LONGMONT, CO 805046213

ARREOLA DORA ELIA
3437 GALLATIN
LONGMONT, CO 805046202

ASBURY DANIEL CHARLES
11317 BRYCE APT 230
LONGMONT, CO 805049594

AUTOMOTIVE PROPERTIES ON 119 LLC
1415 VISTA VIEW DR
LONGMONT, CO 805045243

AYOUB MAHSHEED G
3338 TRAIL RIDGE LOT 350
LONGMONT, CO 805046250

BABCOCK VICKI J
3382 BLACK HLS # 394
LONGMONT, CO 805049596

BAILEY LELAND JOE
11142 BLUFF LDG APT 3
LONGMONT, CO 805049584

BAILEY SABINE
3406 BLACK HLS # 396
LONGMONT, CO 805049596

BAKER MARYANN
11301 SHOSHONE # 238
LONGMONT, CO 805046269

BALL LAURINDA
11139 LONGVIEW BLVD LOT 269
LONGMONT, CO 805049598

BALLARD CHARLES
3335 LONGVIEW BLVD LOT 341
LONGMONT, CO 805046247

BANDOCK MARY MARGARET
3311 FAR VW APT 107
LONGMONT, CO 805046282

BARKER LORI
3417 FOREST CYN APT 215
LONGMONT, CO 805049593

BATCHELOR BONNIE T
11076 ZION LOT 324
LONGMONT, CO 805046241

BAUMGARTNER ALLEN L
11262 LONGVIEW BLVD LOT 32
LONGMONT, CO 805049587

BAUTISTA LUIS RAUL
11370 BIG BND APT 51
LONGMONT, CO 805049592

BAYSHORE AMC HOMES LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS, MI 483345900

BEADLE LYNDAL
3425 GALLATIN APT 204
LONGMONT, CO 805046202

BEADLES SARA FRANCES
11463 JACKSON 93
LONGMONT, CO 805046213

BEATTY TRUDY
3402 LONGVIEW BLVD LOT 385
LONGMONT, CO 805046246

BECC LLC
9649 BRAMWOOD ST
FIRESTONE, CO 805045914

BEERY LAWAYNE
3455 FOREST CYN # 211
LONGMONT, CO 805049593

BENSON CRAIG A
3311 LONGVIEW BLVD UNIT 343
LONGMONT, CO 805046247

BERGER CLOVE
3263 N RIM # 132
LONGMONT, CO 805046275

BERGLUND KELSI

BERRY DIANE K
11281 BRYCE # 233
LONGMONT, CO 805049594

BIBY DELORES J
11284 SHOSHONE APT 236
LONGMONT, CO 805046266

BICKFORD BARBARA J
11493 HOT SPGS APT 77
LONGMONT, CO 805046222

BOETZ ROWENA
11065 THUNDERBIRD UNIT 275
LONGMONT, CO 805046245

BOGARD DIANA
703 BEAVER COVE CT
LOVELAND, CO 805377975

BONI LISA PLOOSTER
3286 MAMMOTH APT 173
LONGMONT, CO 805046290

BOTTORFF DONNA
3297 LONGVIEW BLVD
LONGMONT, CO 805046283

BRACKETT JOSHUA MICHAEL
11490 HOT SPGS LOT 76
LONGMONT, CO 805046223

BROCK LARRY
3280 FAR VW APT 123
LONGMONT, CO 805046284

BROWN JANICE
11063 YELLOWSTONE APT 304
LONGMONT, CO 805046762

BRUM LEANN CHRISTINE
11321 BIG BND
LONGMONT, CO 805049588

BRUNK ROBIN A
3346 TETON # 365
LONGMONT, CO 805046251

BRUNKOW DIANE
3474 BRIGHT ANGEL
LONGMONT, CO 805049586

BRUNNER RODNEY R
11452 HOT SPGS # 72
LONGMONT, CO 805046223

BUDNICK JOAN
3320 LONGVIEW BLVD
LONGMONT, CO 805046246

BULLINGTON RANDALL WILLIAM
11179 YOSEMITE LOT 334
LONGMONT, CO 805046243

BURBACK MARY J
3373 BLACK HILLS NO 392
LONGMONT, CO 805049596

BURROUGHS CAMERON M
11466 FAR VW
LONGMONT, CO 805046280

CABRERA CANO JORGE O
3294 LONGVIEW BLVD LOT 375
LONGMONT, CO 805046246

CARLETON JUDY LEE
3302 TRAIL RIDGE UNIT 347
LONGMONT, CO 805046250

CARLSON PEGGY A
3306 LONGVIEW BLVD # 376
LONGMONT, CO 805046246

CARPENTER CERISSE D
11320 BIG BND 46
LONGMONT, CO 805049592

CARPENTER MARILYN MARGARET
3460 GALLATIN APT 209
LONGMONT, CO 805046202

CARRERA SALLY A
11090 ZION # 326
LONGMONT, CO 805046241

CARTER DAVID C
3292 FAR VW APT 124
LONGMONT, CO 805046284

CASTILLEJA TOMMY
11150 LONGVIEW BLVD 14
LONGMONT, CO 805049585

CASTILLO EMILIO MARTINEZ
11435 BIG BND
LONGMONT, CO 805046201

CASTRO ROMELIA FRAGA
3380 LONGVIEW BLVD LOT 314
LONGMONT, CO 805046246

CERNA OSCAR L
11040 ZION APT 321
LONGMONT, CO 805046241

CHAPARRO MANUEL
3491 BRIGHT ANGEL LOT 23
LONGMONT, CO 805049586

CHAVEZ JAIME A
C/O DARLA SHUPE
11931 N 61ST ST
LONGMONT, CO 805039139

CHRISTENSEN DONALD G
3486 BRIGHT ANGEL # 21
LONGMONT, CO 805049586

CHRISTIENSEN PHILIP
11141 LONGVIEW BLVD APT 268
LONGMONT, CO 805049598

CIMINO THELMA
3489 BRIGHT ANGEL 24
LONGMONT, CO 805049586

CLARK DUDLEY S
11434 JACKSON APT 84
LONGMONT, CO 805046213

CLIFF ELIZABETH
11072 YELLOWSTONE # 310
LONGMONT, CO 805046762

CLINCH ELIZABETH ANNE
11293 BRYCE
LONGMONT, CO 805049594

CLOUD BETTYE C STAR
3319 FAR VW APT 168
LONGMONT, CO 805046282

COATES YOVANDA
3332 LONGVIEW BLVD # 300
LONGMONT, CO 805046246

COLLIER KENNETH EDWARD
11437 JACKSON APT 96
LONGMONT, CO 805046213

COLLIER TARA FAYE
11304 BIG BND
LONGMONT, CO 805049591

COLLINS MELYNDA LAREE
11171 BLUFF LDG APT 7
LONGMONT, CO 805049584

CONN THOMAS L
11470 GLACIER PT LOT 60
LONGMONT, CO 805046216

CORCORAN TERRANCE S

CORDOVA ESQUIVEL GERARDO
11153 LONGVIEW BLVD
LONGMONT, CO 805049598

CORTEZ MARIA DEL CARMEN
831 E 4TH AVE
LONGMONT, CO 805046011

COWLEY STEPHEN A
11277 SOUTH RIM NO 256
LONGMONT, CO 805046263

CRAWFORD JOSEPH BOLDEN
11316 BIG BND APT 148
LONGMONT, CO 805049591

CRESS THOMAS WAYNE
3465 BRIGHT ANGEL
LONGMONT, CO 805049586

CROSSLAND BRENDA M
11041 THUNDERBIRD APT 277
LONGMONT, CO 805046245

CUMMINGS LLOYD D
11332 BIG BND APT 47
LONGMONT, CO 805049592

CUMMINGS PAMELA MORRIS
3343 LONGVIEW BLVD UNIT 241
LONGMONT, CO 805046247

CURTIS DEBRA
11290 BRYCE LOT 234
LONGMONT, CO 805049594

DAVIS SUZAN L
11254 CANYON CRK # 40
LONGMONT, CO 805049595

DECKERT CAROL L
11482 GLACIER PT 61
LONGMONT, CO 805046216

DEGROTE DOUGLAS EDWARD
11186 LONGVIEW BLVD
LONGMONT, CO 805049585

DELAPLANE TIMOTHY JAMES
11189 LONGVIEW BLVD # 264
LONGMONT, CO 805049598

DEMANCHE ARLENE
11164 YOSEMITE UNIT 332
LONGMONT, CO 805046243

DIAZDELEON SIMON EDGAR
ALEJANDRO
11243 LONGVIEW BLVD APT 386
LONGMONT, CO 805049597

DIEZ-CANSECO LENKA T
3329 TRAILRIDGE UNIT 354
LONGMONT, CO 805046250

DOMINGUEZ VERONICA BARRON
11295 BIG BND LOT 146
LONGMONT, CO 805049588

DOYLE YATES ELEANOR
11330 BIG BND APT 157
LONGMONT, CO 805049592

DOZIER MARY E
11354 BIG BND LOT 158
LONGMONT, CO 805049592

DUDLEY JESSE
3450 BRIGHT ANGEL
LONGMONT, CO 805049586

DUEÑAS ARZABALA LUIS MANUEL
11481 HOT SPGS LOT 78
LONGMONT, CO 805046222

DUNHAM ROBERT LIVING TRUST
11369 BIG BND 127
LONGMONT, CO 805049589

EDWARDS DAVID A
11049 YELLOWSTONE APT 306
LONGMONT, CO 805046762

EICHENLAUB TRUST
3370 BLACK HLS LOT 393
LONGMONT, CO 805049596

ESPINOZA CONCHA
3414 FOREST CYN APT 218
LONGMONT, CO 805049593

EUBANKS THOMAS E
3462 BRIGHT ANGEL 19
LONGMONT, CO 805049586

FAGGETTI PAMELA
11212 LONGVIEW BLVD #372
LONGMONT, CO 805049587

FALCONER GREGORY L
3302 SYLVAN LN
LONGMONT, CO 805046273

FAZIO KAREN M
3338 LONGVIEW BLVD APT 378
LONGMONT, CO 805046246

FEDERICO RICARDO
11105 ZION
LONGMONT, CO 805046241

FIGUEROA ADRIAN M PADILLA
11306 BIG BND APT 44
LONGMONT, CO 805049591

FITZGERALD SANDRA DIANE
11394 BIG BND LOT 53
LONGMONT, CO 805049592

FLETCHER JANE K
11064 ZION APT 323
LONGMONT, CO 805046241

FLORA CRAIG STEVEN
3388 LONGVIEW BLVD APT 383
LONGMONT, CO 805046246

FLORES ESTEVAN
3360 RUSHMORE APT 151
LONGMONT, CO 805046274

FOLEY CYNTHIA G REVOCABLE LIVING
TRUST
11102 ZION LOT 327
LONGMONT, CO 805046241

FORE JAMES D
11433 FAR VW LOT 190
LONGMONT, CO 805046281

FRIBERG CAMERON
3350 BIG BND APT 192
LONGMONT, CO 805046278

GARCIA PAUL
11048 THUNDERBIRD APT 280
LONGMONT, CO 805046245

GARCIA T ANTONIO
3287 N RIM
LONGMONT, CO 805046275

GASS LEWIS ANDREW
11265 SOUTHRIM
LONGMONT, CO 805046263

GEARY JAMES A
3323 FAR VW APT 106
LONGMONT, CO 805046282

GEIST THOMAS J
3341 BIG BND LOT 191
LONGMONT, CO 805046279

GELDEN RON
8583 COUNTRY VIEW LN
BURLINGTON, WI 531056804

GERST KATHY L
11450 FAR VIEW LOT 181
LONGMONT, CO 805046280

GLASS PAUL NORMAN
3377 BIG BND LOT 97
LONGMONT, CO 805046279

GLOVER GLENNA G
3402 FOREST CYN APT 217
LONGMONT, CO 805049593

GLOVER JOHN MCCOY III
11268 BIG BND APT 33
LONGMONT, CO 805049590

GODDARD LAURA L
11464 HOT SPGS APT 73
LONGMONT, CO 805046223

GODINEZ RUBEN JUNIOR
3307 FAR VW LOT 169
LONGMONT, CO 805046282

GOFF BARBARA L
11447 BIG BND APT 196
LONGMONT, CO 805046201

GONZALES RICHARD D
11043 ZION APT 320
LONGMONT, CO 805046241

GONZALES ROBERT
11079 ZION UNIT 317
LONGMONT, CO 805046241

GONZALEZ DORA
11449 JACKSON
LONGMONT, CO 805046213

GOODWIN PATRICIA ANN
3386 BIG BND
LONGMONT, CO 805046278

GOURLEY MICHAEL DEAN
11091 THUNDERBIRD APT 272
LONGMONT, CO 805046245

GRAY DENISE
3411 BLACK HLS LOT 388
LONGMONT, CO 805049596

GREENO RONALD L
11475 JACKSON LOT 92
LONGMONT, CO 805046213

GREENSPAN GARY M
11103 THUNDERBIRD LOT 271
LONGMONT, CO 805046245

GROSSNICKLE KARLA
636 ASPEN CIR
FREDERICK, CO 805308007

GROSSNICKLE KAYLA ANN
11226 LONGVIEW BLVD #29
LONGMONT, CO 805049587

GROSSO CHARLES J JR
11250 LONGVIEW BLVD APT 31
LONGMONT, CO 805049587

GUNN SUSAN
3362 BIG BND LOT 193
LONGMONT, CO 805046278

GUTIERREZ YAILY
3301 TETON
LONGMONT, CO 805046251

HACKER CYNTHIA K
11100 THUNDERBIRD LOT 285
LONGMONT, CO 805046245

HAEFELE CYNTHIA LEE
11131 YOSEMITE APT 338
LONGMONT, CO 805046243

HALL DONNA N
3452 FOREST CYN
LONGMONT, CO 805049593

HARBURG RUDOLPH WILLIAM
11412 FAR VW LOT 172
LONGMONT, CO 805046280

HARDENBURGH TERRY
3409 BLACK HLS APT 389
LONGMONT, CO 805049596

HARMS DEBORAH S
11444 GLACIER PT UNIT 57
LONGMONT, CO 805046216

HARRIS CHARLES G
11294 BIG BEND
LONGMONT, CO 805049591

HARRIS ROBERT
10187 VINE CT
THORNTON, CO 802292385

HAUBERT DAVID W
11299 SHOSHONE LOT 239
LONGMONT, CO 805046267

HAWKINS GLENN W
1937 RED CLOUD RD
LONGMONT, CO 805041967

HEDRICK RICHARD V
3359 FAR VW
LONGMONT, CO 805046282

HENDERSON HOWETH DARLENE
11286 SOUTHRIM APT 246
LONGMONT, CO 805046221

HENRY DEANNA R
11121 BLUFF LDG LOT 12
LONGMONT, CO 805049584

HERNANDEZ BRENDA Y SANCHEZ
11406 BIG BND APT 54
LONGMONT, CO 805046212

HERNANDEZ GONZALEZ PEDRO
11092 WILD BASIN
LONGMONT, CO 805046244

HERNANDEZ IMELDA
3378 MESA VERDE LOT 162
LONGMONT, CO 805046276

HERNANDEZ MIREYA M
3309 LONGVIEW BLVD LOT 244
LONGMONT, CO 805046247

HERRERA RODRIGUEZ IVAN
3314 TRAILRIDGE
LONGMONT, CO 805046250

HIGHT JASON ALBERT
11054 WILD BASIN APT 294
LONGMONT, CO 805046244

HILL MARY JO
11459 GLACIER PT APT 67
LONGMONT, CO 805046217

HOYNS LAWRENCE S
1522 HENRY CT
LONGMONT, CO 805012585

HUERTA IVY HAZEL
3305 SYLVAN LN APT 142
LONGMONT, CO 805046273

HUGHES CHRISTOPHER
3418 BLACK HLS
LONGMONT, CO 805049596

HUNT DANIEL
3266 FAR VW LOT 121
LONGMONT, CO 805046284

HUNT KRISTINE M
11253 LONGVIEW BLVD # 258
LONGMONT, CO 805049597

HUNTER BARBARA
11174 LONGVIEW BLVD APT 16
LONGMONT, CO 805049585

HUNTER ROGER NELSON
11297 BIG BND
LONGMONT, CO 805049588

IBARRA-ARELLANO GABRIEL
3397 BLACK HLS APT 390
LONGMONT, CO 805049596

IRENE BURNS
3335 FAR VW UNIT 105
LONGMONT, CO 805046282

Jaquez GUADALUPE
3369 MESA VERDE LOT 164
LONGMONT, CO 805046276

JILES HERMAN NELSON
11233 CANYON CRK APT 37
LONGMONT, CO 805049595

JM SMUCKER LLC
1 STRAWBERRY LN
ORRVILLE, OH 446671241

JOHNSON HAMILTON KIMBERLY
11439 FAR VW LOT 117
LONGMONT, CO 805046281

JOHNSON SCOTT MICHAEL
11308 SHOSHONE UNIT 237
LONGMONT, CO 805046268

JOHNSTON THOMAS F
3297 FAR VW LOT 109
LONGMONT, CO 805046282

JOSHI PHIROJ
3298 MAMMOTH #174
LONGMONT, CO 805046290

JUAREZ DIANNA S
11445 FAR VIEW NO 189
LONGMONT, CO 805046281

JUAREZ-MORALES JESUS A
11411 BIG BND
LONGMONT, CO 805046201

KEHL KEVIN
118 N CHERRY LN
GRANBURY, TX 760481807

KEPLER LINDA L
11489 FAR VW LOT 112
LONGMONT, CO 805046281

KERR LEAH
11245 CANYON CRK APT 36
LONGMONT, CO 805049595

KING PAM
3308 N RIM LOT 139
LONGMONT, CO 805046275

KITTERMAN ELLIS
3432 BLACK HLS APT 399
LONGMONT, CO 805049596

KLASA MARY
11359 BIG BND LOT 210
LONGMONT, CO 805049589

KNIGHT BRIGITTE
PO BOX 2274
LONGMONT, CO 805022274

KOSLOVSKY ANN M
3390 LONGVIEW BLVD APT 384
LONGMONT, CO 805046246

LAAKER JOSEPH JAY
11468 GLACIER PT LOT 59
LONGMONT, CO 805046216

LANGE KATHY
11257 CANYON CRK APT 35
LONGMONT, CO 805049595

LANTTA ALICE DARLENE
3364 LONGVIEW BLVD
LONGMONT, CO 805046246

LAWLEY ROBERT W JR
3344 FAR VIEW UNIT 187
LONGMONT, CO 805046284

LEES JUDITH L
11177 LONGVIEW BLVD APT 265
LONGMONT, CO 805049598

LIMBAUGH TODD ANTHONY
PO BOX 411
DACONO, CO 805140411

LINDA MUSILLI TRUSTEE SPECIAL NEED
TRUST
SUSAN GOFFREDO C/O CHRIS
GOFFREDO

LONGMONT CITY OF
350 KIMBARK ST
LONGMONT, CO 805015500

LONGMONT CITY OF
350 KIMBARK ST
LONGMONT, CO 805015500

LOPEZ MARIA LOURDES
11143 YOSEMITE UNIT 337
LONGMONT, CO 805046243

LOPEZ RODRIGUEZ NOEL CECILIO
11432 GLACIER PT LOT 56
LONGMONT, CO 805046216

LOPEZ TONYO
11318 BIG BND APT 45
LONGMONT, CO 805049592

LOVATO M SALLY
3446 GALLATIN APT 207
LONGMONT, CO 805046202

LOWRY THOMAS PATRICK
11485 GLACIER PT APT 64
LONGMONT, CO 805046217

LUCAS MICHAEL L
11380 BIG BND APT 167
LONGMONT, CO 805049592

LUCERO CHRISTOPHER
11045 WILD BASIN 292
LONGMONT, CO 805046244

LUCERO ROCKY JOE
11128 BLUFF LDG
LONGMONT, CO 805049584

LUCERO TERESA
11451 JACKSON # 94
LONGMONT, CO 805046213

LUEB CATHI L
11203 LONGVIEW BLVD # 262
LONGMONT, CO 805049597

LUEB CLARENCE J
3393 LONGVIEW BLVD # 235
LONGMONT, CO 805046247

LUQUE JOSEPHINE E
11344 BIG BND # 48
LONGMONT, CO 805049592

MACIAS JAMES RAY
11400 FAR VW LOT 171
LONGMONT, CO 805046280

MACY DONALD (9% INT)

MADDOX ABIGAL ROSE
3331 TRAIL RIDGE 430
LONGMONT, CO 805046250

MAHER CHARLES E
3315 MAMMOTH # 177
LONGMONT, CO 805046293

MALDONADO ELESIA O
11432 BIG BND LOT 70
LONGMONT, CO 805049599

MALPICA MUNOZ LAURA N
11230 CANYON CRK LOT 38
LONGMONT, CO 805049595

MARES-GOMEZ MARINA
3323 LONGVIEW BLVD APT 342
LONGMONT, CO 805046247

MARQUEZ RICARDO LASTIRI
3299 LONGVIEW BLVD LOT 344
LONGMONT, CO 805046283

MARRY URSULA
11273 BIG BND
LONGMONT, CO 805049588

MARTINEZ ELIZABETH C
11140 YOSEMITE APT 330
LONGMONT, CO 805046243

MARTINEZ KATELYN
11069 WILD BASIN APT 290
LONGMONT, CO 805046244

MARTINEZ MARY C
3440 FOREST CYN # 221
LONGMONT, CO 805049593

MARTINEZ-VALADEZ HECTOR
11236 LONGVIEW BLVD APT 373
LONGMONT, CO 805049587

MASON RUTH A
3278 FAR VW LOT 122
LONGMONT, CO 805046284

MATHENEY MAGEN LEE
11478 FAR VW LOT 102
LONGMONT, CO 805046280

MATHENEY MATTHEW L
3300 MAMMOTH 175
LONGMONT, CO 805046292

MATTORANO DONNY
3426 FOREST CYN 219
LONGMONT, CO 805049593

MAXON SABRINA ANN
11327 SOUTHRIM UNIT 251
LONGMONT, CO 805046264

MAZZOTTA SARAH A
11062 THUNDERBIRD LOT 282
LONGMONT, CO 805046245

MCCABE WANDA G
3318 FAR VW APT 185
LONGMONT, CO 805046284

MCCALASTER CHARLES M
11303 SOUTHRIM
LONGMONT, CO 805046264

MCCRELLIAS DAVID E
3313 TETON UNIT 369
LONGMONT, CO 805046251

MCEVOY RANDY M
11039 THUNDERBIRD UNIT278
LONGMONT, CO 805046245

MCKEE TINA
3318 LONGVIEW BLVD APT 377
LONGMONT, CO 805046246

MEADE SHERRY K
5362 VICTORIA CIR
FIRESTONE, CO 805049620

MEDINA CESAR
2584 BRANDING IRON WAY
MEAD, CO 805424019

MEDINA DEVARELA ANA L
3405 FOREST CYN APT 216
LONGMONT, CO 805049593

MEILENNER THOMAS
11479 HOT SPGS APT 79
LONGMONT, CO 805046222

MIDDLETON LOLA MAE
11088 ZION APT 325
LONGMONT, CO 805046241

MILLARD MICHAEL R
442 COUNTY ROAD 19
BRIGHTON, CO 806039227

MINSER GARY
11238 LONGVIEW BLVD
LONGMONT, CO 805049587

MOBILE HOME BUYERS LLC
3758 E 104TH AVE # 210
THORNTON, CO 802334434

MODESTO SERNA JOSE
11167 YOSEMITE
LONGMONT, CO 805046243

MONCIVAIS JOHN
11166 BLUFF LODGE
LONGMONT, CO 805049584

MONTANTE MARIE
11107 WILD BASIN APT 287
LONGMONT, CO 805046244

MOODY SUZANNE ROBIN
11315 SOUTHRIM
LONGMONT, CO 805046264

MOONDANCER CHEYENNE A
3431 FOREST CANYON LOT 213
LONGMONT, CO 805049593

MOORE TRACEY A
3498 BRIGHT ANGEL APT 22
LONGMONT, CO 805049586

MORSE EDWARD C
3 LAKESIDE RD
MAHOPAC, NY 105413126

MOULTON BRIAN SCOTT
3354 MESA VERDE APT 160
LONGMONT, CO 805046276

MUNHOLLAND LARRY D JR
3451 GALLATIN UNIT 201
LONGMONT, CO 805046202

MUNIZ GILBERT
3434 GALLATIN APT 206
LONGMONT, CO 805046202

MUNOZ ALMA
11050 THUNDERBIRD
LONGMONT, CO 805046245

MUNOZ MARTINEZ ROSELIA
11060 YELLOWSTONE APT 309
LONGMONT, CO 805046762

NATION GERALD
3258 N RIM LOT 134
LONGMONT, CO 805046275

NELSON WESLEY FRANCIS
11080 WILD BASIN 297
LONGMONT, CO 805046244

NEWBERRY FAMILY TRUST
3443 FOREST CYN
LONGMONT, CO 805049593

NIX GINA
11053 THUNDERBIRD APT 276
LONGMONT, CO 805046245

NOLEN MACHELLE
3325 TETON LOT 368
LONGMONT, CO 805046251

NORMAN JOYCE M
11314 BRYCE
LONGMONT, CO 805049594

NUNEZ RODRIGUEZ GUILLERMO
11447 GLACIER PT
LONGMONT, CO 805046217

NUPEN RODGER
11266 CANYON CRK UNIT 41
LONGMONT, CO 805049595

OLAVE ZAMIRA
3423 BLACK HLS LOT 387
LONGMONT, CO 805049596

OLOUGHLIN GLENN PAUL
11081 ZION APT 316
LONGMONT, CO 805046241

ONEAL L C JR
305 W HAWTHORN CT
LOUISVILLE, CO 800271146

ORTIZ PATRICIA J
3304 FAR VW
LONGMONT, CO 805046284

OSBORNE JAMIE L
11145 BLUFF LDG APT 10
LONGMONT, CO 805049584

OSORNIO ORTEGA JOSE O
11383 BIG BND LOT 126
LONGMONT, CO 805049589

OTEY TODD A
3376 LONGVIEW BLVD LOT 382
LONGMONT, CO 805046246

PARK KAREN M
3310 TETON 362
LONGMONT, CO 805046251

PARKER SHAWN
11302 BRYCE LOT 228
LONGMONT, CO 805049594

PARKER SHERRI L
11162 LONGVIEW BLVD 15
LONGMONT, CO 805049585

PARKINSON LARRY
11409 BIG BND LOT 200
LONGMONT, CO 805046201

PARRISH VICTORIA A
11496 JACKSON LOT 89
LONGMONT, CO 805046213

PAYNE CHERYL A
3317 TRAILRIDGE
LONGMONT, CO 805046250

PAZIER JOSEPH LAWRENCE
1937 N CAMINO REAL
CASA GRANDE, AZ 851221707

PEARCE RALPH E
3293 SYLVAN LN LOT 143
LONGMONT, CO 805046273

PEREZ BLANCA LORENA
11312 SOUTH RIM UNIT 249
LONGMONT, CO 805046265

PEREZ BLANCA LORENA
11136 LONGVIEW BLVD LOT 345
LONGMONT, CO 805049585

PEREZ BLANCA LORENA
3301 N RIM UNIT 128
LONGMONT, CO 805046275

PERKINS JERRY H
3313 LONGVIEW BLVD LOT 243
LONGMONT, CO 805046247

PETERSON BARBARA J
3358 RUSHMORE LOT 150
LONGMONT, CO 805046274

PETERSON KELLI
11215 LONGVIEW BLVD LOT 261
LONGMONT, CO 805049597

PIA JOHNATHAN TAKEO
3390 SYLVAN LN APT 144
LONGMONT, CO 805046273

PILCHER RICHARD A
3293 TRAIL RIDGE
LONGMONT, CO 805046205

POND CHRISTOPHER N
3366 MESA VERDE # 161
LONGMONT, CO 805046276

POWERS SHARON
11165 LONGVIEW 266
LONGMONT, CO 805049598

PRICE SUSAN R
3349 RUSHMORE # 156
LONGMONT, CO 805046274

QUESADA RAQUEL LISA
11084 YELLOWSTONE APT 311
LONGMONT, CO 805046762

QUIGLEY KENNETH M
3422 GALLATIN # 205
LONGMONT, CO 805046202

RAEL ANGELIQUE
3310 N RIM 140
LONGMONT, CO 805046275

RAMIREZ FRANCISCO MANUEL
3385 BLACK HLS
LONGMONT, CO 805049596

RAMIREZ ROSA M
11075 YELLOWSTONE APT 303
LONGMONT, CO 805046762

RAMIREZ-GUTIERREZ MAYRA
11239 LONGVIEW BLVD UNIT 260
LONGMONT, CO 805049597

RAMIREZ-MURO MANUEL ANTONIO
3347 LONGVIEW BLVD APT 340
LONGMONT, CO 805046247

READY THERESA
3326 TRAIL RIDGE
LONGMONT, CO 805046250

REED CHARLES D
11242 CANYON CRK # 39
LONGMONT, CO 805049595

REED RICK E
11157 BLUFF LDG APT 9
LONGMONT, CO 805049584

REEDER AYALA JESSICA LYN
11057 WILD BASIN APT 291
LONGMONT, CO 805046244

RICE JOSEPH F
3351 RUSHMORE APT 155
LONGMONT, CO 805046274

RICHARDSON RODERICK
3299 TETON LOT 371
LONGMONT, CO 805046251

RICKERT JOHN
3371 MESA VERDE APT 163
LONGMONT, CO 805046276

RICO RODRIGUEZ JUAN E
11311 BIG BND LOT 224
LONGMONT, CO 805049588

ROBERSON KAY LYNN
11298 SOUTHRIM
LONGMONT, CO 805046221

RODRIGUEZ HERNANDEZ VERONICA Y
11074 THUNDERBIRD APT 283
LONGMONT, CO 805046245

RODRIGUEZ JOSE LUIS
11446 FAR VW
LONGMONT, CO 805046280

RODRIGUEZ MACKLIN E AREVALO
11368 BIG BEND LOT 50
LONGMONT, CO 805049592

ROSE JAMES
3375 RUSHMORE LOT 153
LONGMONT, CO 805046274

ROUSSEAU ELVA KAY
11271 CANYON CRK APT 34
LONGMONT, CO 805049595

RUETTING LINDA R
11441 FAR VW APT 116
LONGMONT, CO 805046281

RUMELHAGEN RICHARD REID
11148 LONGVIEW BLVD APT 13
LONGMONT, CO 805049585

SAENZ KARLA J NEVAREZ
11046 YELLOWSTONE APT 307
LONGMONT, CO 805046761

SALDEN GERALD W
3349 TETON LOT 366
LONGMONT, CO 805046251

SALGADO DANIEL
11497 GLACIER PT UNIT 63
LONGMONT, CO 805046217

SAMMARTINO SUSAN
11067 ZION APT 318
LONGMONT, CO 805046241

SANDER JAMES ARNOLD
3343 TRAIL RIDGE 352
LONGMONT, CO 805046250

SAUNDERS WENDY A
3285 FAR VW LOT 110
LONGMONT, CO 805046282

SCHAFT NANCY L
2046 15TH ST SW
LOVELAND, CO 805377722

SAVACOOLO DAVID ALLEN
11309 BIG BND
LONGMONT, CO 805049588

SCHAUER MARVIN G
3477 BRIGHT ANGEL APT 25
LONGMONT, CO 805049586

SCHLEETER JAMIE S
11443 HOT SPRINGS LOT 82
LONGMONT, CO 805046222

SCHLIEKER WILLIAM
3394 BLACK HLS LOT 395
LONGMONT, CO 805049596

SCHNEIDER MARGARET MERL
11454 FAR VW APT 100
LONGMONT, CO 805046280

SCHOBER JOHN III
11291 SOUTHRIM #254
LONGMONT, CO 805046263

SCHROEDER HELEN JANET
10694 BELMONT ST APT 2
FIRESTONE, CO 805046588

SCOTT MARJORIE
3260 N RIM UNIT 135
LONGMONT, CO 805046275

SEARLE BRENDA
11356 BIG BND APT 49
LONGMONT, CO 805049592

SEASHINE MH MASTER TRUST
4 PARK PLZ STE 650
IRVINE, CA 926142522

SEDLACK TRUST
1349 GAY CIR
LONGMONT, CO 805011876

SEGURA AURELIO
3305 TRAIL RIDGE LOT 356
LONGMONT, CO 805046250

SHERRELWOOD INC
C/O FOWLER PROPERTY
MANAGEMENT
2400 28TH ST STE 301

SHORT-CORCORAN SONG H
3438 FOREST CYN LOT 220
LONGMONT, CO 805049593

SHUMARD JIMMY
3322 TETON 363
LONGMONT, CO 805046251

SIFUENTES REYNALDO ANDRADE
11083 WILD BASIN APT 288
LONGMONT, CO 805046244

SIMONSEN KELLY M
11382 BIG BND LOT 52
LONGMONT, CO 805049592

SINGER JEROME A
2113 CALAIS DR UNIT E
LONGMONT, CO 805041735

SMALL THOMAS E
11191 LONGVIEW BLVD #263
LONGMONT, CO 805049598

SMITH BARBARA JEAN
11476 HOT SPRINGS
LONGMONT, CO 805046223

SMITH JANET E
3429 FOREST CYN APT 214
LONGMONT, CO 805049593

SMITH LEE ANN
11427 FAR VW
LONGMONT, CO 805046281

SMITH STEPHANY
3272 N RIM LOT 136
LONGMONT, CO 805046275

SOLANO CARL E
11058 YELLOWSTONE #308
LONGMONT, CO 805046762

SOTO MARIA BERNARDINA
11280 BIG BND APT 242
LONGMONT, CO 805049591

SPINDLER SCOTT JODY
11154 BLUFF LDG LOT 4
LONGMONT, CO 805049584

STAFFEY STEPHEN R
3275 N RIM APT 131
LONGMONT, CO 805046275

STEEPLES AMBER NICHOLE
11160 LONGVIEW BLVD LOT 358
LONGMONT, CO 805049585

STEINWAND AVIS
3273 FAR VW
LONGMONT, CO 805046282

STONE FREDERICK
11477 FAR VIEW LOT 113
LONGMONT, CO 805046281

STONE MICHAEL
1139 52ND AVE
GREELEY, CO 806342118

STUBBS AMI S
11051 YELLOWSTONE 305
LONGMONT, CO 805046762

STUCKEY KIMBERLY
11101 YELLOWSTONE LOT 301
LONGMONT, CO 805046762

SUBBERT PAUL EUGENE
3296 N RIM APT 138
LONGMONT, CO 805046275

SYMONS CAROLYN
11241 LONGVIEW BLVD # 259
LONGMONT, CO 805049597

TEBO PARTNERSHIP LLLP
PO BOX T
BOULDER, CO 803061966

THOMPSON CHRISTOPHER E
11453 FAR VW UNIT 115
LONGMONT, CO 805046281

THOMPSON DEBRA A
11444 BIG BND UNIT 71
LONGMONT, CO 805049599

THORNTON DOUGLAS CLYDE
11499 JACKSON APT 90
LONGMONT, CO 805046213

THOUNE STUART J
11176 YOSEMITE LOT 333
LONGMONT, CO 805046243

TIEDEMAN HAROLD
11458 JACKSON LOT 85
LONGMONT, CO 805046213

TILFORD CRAIG M
11460 JACKSON
LONGMONT, CO 805046213

TORRES JOSHUA
3282 FAR VW # 182
LONGMONT, CO 805046284

TOWNSON JENNIFER R RATLIFF
11318 BIG BND APT 45
LONGMONT, CO 805049592

TREASTER BREANNA
3449 GALLATIN #202
LONGMONT, CO 805046202

TRIANGLE 1/2 LLC
2400 28TH ST STE 300
BOULDER, CO 803011241

TRIUMPH INVESTMENTS LLC (91% INT)
C/O MACY DEVELOPMENT CO
650 S CHERRY ST STE 1400
DENVER, CO 802461815

TUBB CHARLES F
11430 FAR VIEW LOT 98
LONGMONT, CO 805046280

TUCKER VICKIE LEE
11415 FAR VW LOT 119
LONGMONT, CO 805046281

TULEJA WILLIAM M
350 MARIAN CT
BOLINGBROOK, IL 604402118

UNION NORTH LLC
10345 UTE HWY
LONGMONT, CO 805049737

URYNOWICZ LEAH RANDOLPH
3363 RUSHMORE LOT 154
LONGMONT, CO 805046274

VALLE RODRIGUEZ PATRICIA
3327 MAMMOTH APT 176
LONGMONT, CO 805046293

VAN DEWEGHE THOMAS
11077 THUNDERBIRD LOT 274
LONGMONT, CO 805046245

VASQUEZ LAURA ESELA
11152 YOSEMITE
LONGMONT, CO 805046243

VAUGHAN BETTY
3346 RUSHMORE APT 49
LONGMONT, CO 805046274

VEURINK CHERRYL M
11252 LONGVIEW BLVD LOT 400
LONGMONT, CO 805049587

VIBBERT JOYCE M
11456 BIG BND LOT 83
LONGMONT, CO 805046200

VILLARREAL SOTO ROBERTO
3320 FAR VW
LONGMONT, CO 805046284

VISCONTI DONNA F
8305 E LEONORA ST
MESA, AZ 852079201

VISTA OWNERS ASSOCIATION INC
1835 FAITH PL
LONGMONT, CO 805014714

VOAKE AMBER
3296 LONGVIEW BLVD #286
LONGMONT, CO 805046246

VOYAGE VENTURES LLC
PO BOX 54
LONGMONT, CO 805020054

VYSKOCIL MICHAEL
3291 MAMMOTH LOT 179
LONGMONT, CO 805046291

WAGNER HOWARD
3399 LONGVIEW BLVD LOT 328
LONGMONT, CO 805046247

WARD ELIZABETH
2310 WATERSONG CIR
LONGMONT, CO 805047403

WARDEN CINDY A
11036 THUNDERBIRD UNIT 279
LONGMONT, CO 805046245

WARNER LARRY W
11052 ZION # 322
LONGMONT, CO 805046241

WARZECHA MICHAEL R
3330 MESA VERDE
LONGMONT, CO 805046276

WATSON JUDITH A
3309 FAR VW UNIT 108
LONGMONT, CO 805046282

WEISGERBER LEROY E
3340 TRAILRIDGE
LONGMONT, CO 805046250

WELDON NICHOLAS L
11465 FAR VW APT 114
LONGMONT, CO 805046281

WHEATON SANDY L
11115 THUNDERBIRD LOT 270
LONGMONT, CO 805046245

WHISMAN SHRILEY A
11472 JACKSON APT 87
LONGMONT, CO 805046213

WILHELM BILL
11403 FAR VIEW LOT 120
LONGMONT, CO 805046281

WILLIAMS KATHERYNE MARTIN
11467 HOT SPGS
LONGMONT, CO 805046222

WILLIAMS SUSAN M
3372 RUSHMORE UNIT 152
LONGMONT, CO 805046274

WILSON JOHN W
11324 S RIM LOT 250
LONGMONT, CO 805046265

WIMMERSHOFF NICK
3303 MAMMOTH
LONGMONT, CO 805046293

WISE SHAWN
11494 GLACIER POINT 62
LONGMONT, CO 805042406

WOLDEN AL R
C/O RUSTY NINNIS
11473 GLACIER PT
LONGMONT, CO 805046217

WOLFF DAVID PAUL
3295 FAR VW LOT 170
LONGMONT, CO 805046282

WOLNY CHARLES JEROME
11214 LONGVIEW BLVD APT 28
LONGMONT, CO 805049587

WRIGHT LINDA SUE
11442 FAR VW LOT 99
LONGMONT, CO 805046280

YEARLEY LISA
3337 TETON # 367
LONGMONT, CO 805046251

YORK CYNTHIA
3340 LONGVIEW BLVD UNIT 379
LONGMONT, CO 805046246

YOUNG LANCE ALLEN
3284 TETON LOT 360
LONGMONT, CO 805046251

ZAMORA PAULA A
3284 N RIM UNIT 137
LONGMONT, CO 805046275

ZAVALA ANTONIO JR
3288 TRAIL RIDGE 346
LONGMONT, CO 80504

ZWIEBEL GRETCHEN
11155 YOSEMITE LOT 336
LONGMONT, CO 805046243

ZWISLER MONICA
11086 THUNDERBIRD
LONGMONT, CO 805046245

Firelight Park

NOTICE OF NEIGHBORHOOD MEETING

Re: Firelight Park – Non-residential Plat and Residential Preliminary Plat

Dear Neighbor,

You are cordially invited to a **Virtual** neighborhood meeting regarding the Firelight Park proposed Non-Residential Plat and Residential Preliminary Plat in your area. The project is located east of Fairview Street and north of Highway 119 in the Town of Firestone.

The purpose of this neighborhood meeting is to share, obtain feedback and answer any questions you may have about the latest proposed land use plan.

Non-Residential Plat Proposal

The Non-Residential Plat establishes lots and tracts for the development of commercial and office uses on approximately 20-acres located at the northeast corner of Highway 119 and Fairview Street.

Residential Preliminary Plat

The residential Preliminary Plat proposes 90 Single Family Detached lots on the eastern portion of the site; 66 Paired Homes in the middle portion of the site; and 58 Townhomes in the southwest area of the site. The residential neighborhood also includes parks, trails, and open space.

Access to the non-residential area will be from Fairview Street and at a right-in/right-out only access to Highway 119. Access to the residential neighborhood will be from Fairview Street.

FIRELIGHT PARK NEIGHBORHOOD MEETING INSTRUCTIONS

Wednesday, November 10, 2021

6:00 PM - 7:00 PM (MST)

Please join my meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/mkrapichler/firelight-park-neighborhood-meeting>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 607-516-661

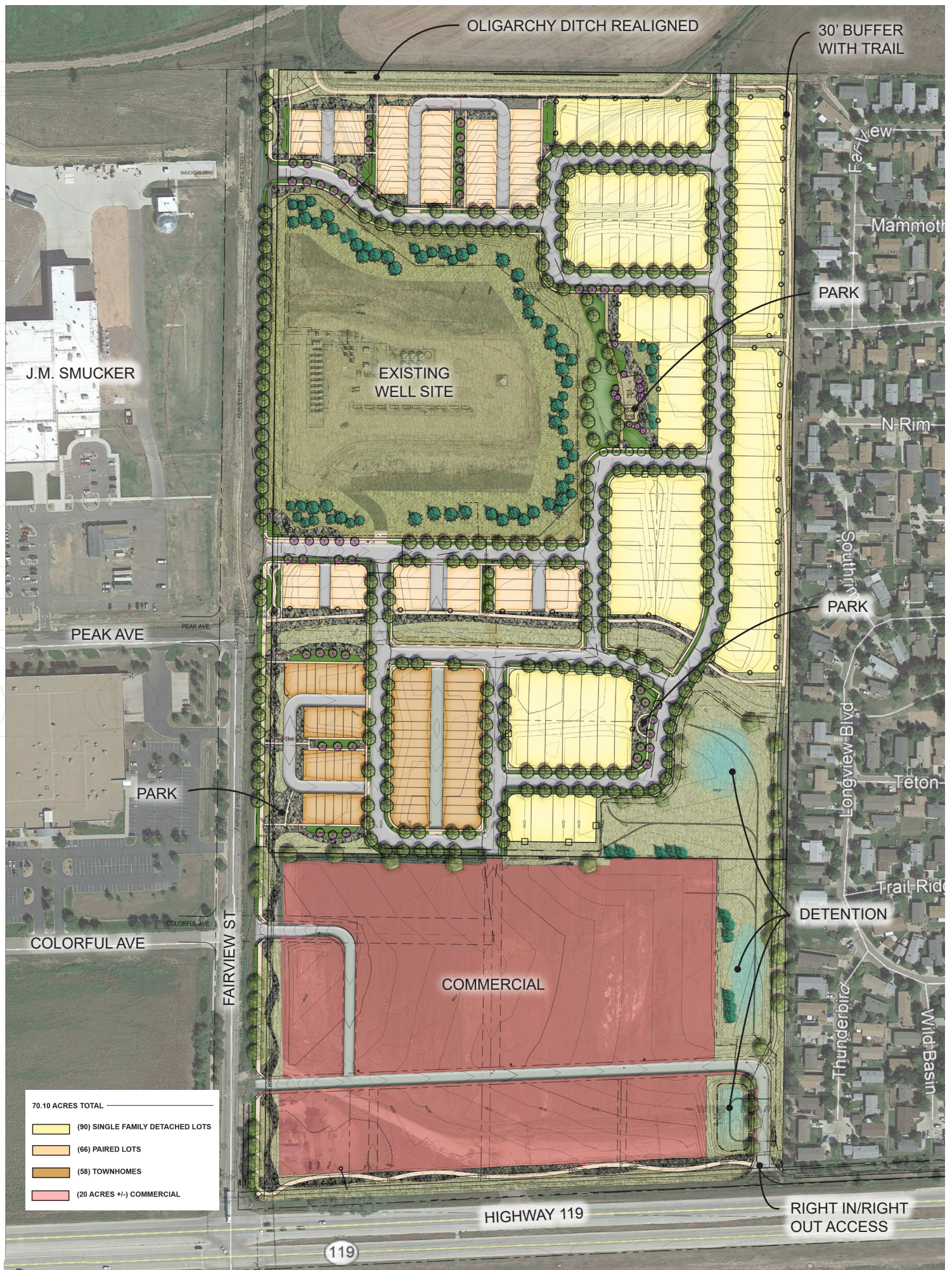
New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/607516661>

Questions: Karen Henry, Henry Design Group, 303-446-2368

Sincerely,

The Firelight Park Development Team



FIRELIGHT PARK - ILLUSTRATIVE SITE PLAN



**FIRELIGHT PARK
VIRTUAL NEIGHBORHOOD MEETING
REGARDING THIS PROPERTY**

**NOVEMBER 10, 2021
6:00 – 7:00 PM**

Virtual Link:

Please join my meeting from your
computer, tablet or smartphone.

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/firelight-park-neighborhood-meeting](https://www.gotomeet.me/mkrapichler/firelight-park-neighborhood-meeting)

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (646) 749-3129
Access Code: 607-516-661
Information: 303-446-2368

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 22-10

**A RESOLUTION RECOMMENDING APPROVAL OF A PRELIMINARY
SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED
WITHIN THE FIRELIGHT PARK SUBDIVISION**

WHEREAS, Voyage Ventures LLC (“Applicant”), as owner of certain real property located within the Firelight Park property (the “Property”), has submitted a proposed preliminary subdivision plat for the Property (the “Application”); and

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

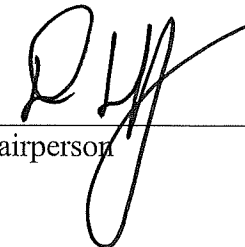
WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application.

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends approval of the Preliminary Plat of Firelight Park attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

1. All remaining technical corrections to the Firelight Park preliminary plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

PASSED AND ADOPTED this 16 day of June, 2022.



Chairperson

ATTEST:



Miriam Luna, Secretary
62221127

EXHIBIT A
Preliminary Plat

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.g

Land Development

Meeting Date: July 13, 2022

Initiated By: Marty Ostholtz

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 22-81: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR THE FIRELIGHT IRRIGATION METROPOLITAN DISTRICT, FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT AND THE FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT

SUMMARY

The Town of Firestone has received a request to Amend and Restate the Consolidated Service Plan for the Firelight Irrigation Metropolitan District, Firelight Commercial Metropolitan District, and the Firelight Residential Metropolitan District ("Districts"). The following are the primary terms of the Amended and Restated Consolidated Service Plan:

1. The boundaries of the Districts are reduced from 191 acres to approximately 70 acres. This reduction in area is due to the fact that Highway 119 Metropolitan District Nos. 4-10 are not part of the Amended and Restated Consolidated Service Plan.
2. Maximum Debt Mill Levy and Mill Levy Adjustment:
 - Irrigation District - 50 mills, adjusted to 50.350 mills
 - Commercial District - 50 mills, adjusted to 55.664 mills
 - Residential District - 50 mills, adjusted to 50.350 mills
3. Maximum Operational and Maintenance Mill Levy: initially 60 mills until debt issuance. After debt issuance, Debt Mill Levy and Operational and Maintenance Mill Levy combined cannot exceed 60 mills, subject to mill levy adjustment, currently 66.979 mills for the Commercial District and 60.420 mills for the Irrigation and Residential Districts.
4. Town Mill Levy - 3 mills (collected yearly)
5. Estimated Public Improvement costs: \$21,296,611.
6. Total debt limit: \$35,678,000

Approval of the Amended and Restated Consolidated Service Plan does not constitute the Town's approval of any future development or zoning applications on the subject property.

HISTORY AND PREVIOUS BOARD ACTION

The original Consolidated Service Plan for Highway 119 Metropolitan District Nos. 1-6 was approved on September 10, 2009. An Amended and Restated Consolidated Service Plan for Highway 119 Metropolitan District Nos. 1-10 was approved on September 13, 2017.

On May 4, 2022, Weld County District Court granted name changes to: Highway 119 Metropolitan District No. 1, to be known as Firelight Irrigation Metropolitan District, Highway 119 Metropolitan District No. 2, to be known as Firelight

Commercial Metropolitan District, and Highway 119 Metropolitan District No. 3, to be known as Firelight Residential Metropolitan District.

RECOMMENDATION

Staff recommends that the Board of Trustees approve draft Resolution 22-81, a resolution approving the Amended and Restated Consolidated Service Plan for the Firelight Irrigation Metropolitan District, the Firelight Commercial Metropolitan District, and the Firelight Residential Metropolitan District.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-81
2. Amended and Restated Service Plan

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-81

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR THE FIRELIGHT IRRIGATION METROPOLITAN DISTRICT, FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT AND THE FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT

WHEREAS, in 2009, the Board of Trustees of the Town of Firestone (“Board”) received a request to review a service plan for proposed Metropolitan Districts entitled the Highway 119 Metropolitan District Nos. 1-6 (the “Highway 119 Districts”); and

WHEREAS, on September 10, 2009, pursuant to statute, the Board conducted a public hearing to review the Highway 119 Metropolitan District Nos. 1-6 Consolidated Service Plan (“Original Service Plan”) and approved said Original Service Plan through adoption of Resolution No. 09-28; and

WHEREAS, after approval of the Original Service Plan, the Highway 119 Districts were organized pursuant to court orders and decree issued by the Weld County District Court on November 16, 2009, and subsequently recorded in the Weld County Clerk and Recorder’s Office on February 3, 2010; and

WHEREAS, on September 13, 2017, following notice as required by law, the Board conducted a public hearing on the Amended and Restated Consolidated Service Plan for the Highway 119 Metropolitan District No. 1, Highway 119 Metropolitan District No. 2, Highway 119 Metropolitan District No. 3, Highway 119 Metropolitan District No. 4, Highway 119 Metropolitan District No. 5, and Highway 119 Metropolitan District No. 6, and together with the Consolidated Service Plan for the Highway 119 Metropolitan District No. 7, Highway 119 Metropolitan District No. 8, Highway 119 Metropolitan District No. 9, and Highway 119 Metropolitan District No. 10 (the “Amended Service Plan”), and approved the Amended Service Plan through adoption of Resolution No. 17-42; and

WHEREAS, on May 4, 2022, the Weld County District Court entered Orders Granting Name Change changing the names of the Highway 119 Metropolitan District No. 1 to the Firelight Irrigation Metropolitan District, the Highway 119 Metropolitan District No. 2 to the Firelight Commercial Metropolitan District, and the Highway 119 Metropolitan District No. 3 to the Firelight Residential Metropolitan District (collectively referred to herein as the “Districts”); and

WHEREAS, the Board has received a request to review and approve an Amended and Restated Consolidated Service Plan for the Firelight Irrigation Metropolitan District, the Firelight Commercial Metropolitan District, and the Firelight Residential Metropolitan District (the “Service Plan”); and

WHEREAS, following notice as required by law, the Board conducted a public hearing on the request on July 13, 2022, and now desires to approve the Service Plan.

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

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

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

Section 2. Upon consideration of the Service Plan for the Districts, 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 § 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 Districts;
- (b) That the existing service in the area to be served by the Districts is inadequate for present and projected needs;
- (c) That the Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
- (d) That the area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. In accordance with C.R.S. § 32-1-204.5(1)(c), the Board of Trustees hereby approves the Service Plan for the Districts, as set forth in **Exhibit A** to this Resolution, subject to and contingent upon compliance with the following condition:

(a) The Districts shall not be authorized to issue Debt until the Districts have reimbursed the Town for all the charges and fees it has incurred with its attorneys and consultant relating to their review of the Service Plan as approved herein.

If any of the above-stated conditions 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.

INTRODUCED, READ AND ADOPTED this 13th day of July, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Service Plan

**AMENDED AND RESTATED
CONSOLIDATED SERVICE PLAN
FOR
FIRELIGHT IRRIGATION METROPOLITAN DISTRICT.
FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT,
AND
FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT**

TOWN OF FIRESTONE, COLORADO

Prepared
By
WHITE, BEAR, ANKELE, TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Approval Date:
_____, 2022

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LIST OF EXHIBITS

EXHIBIT A Vicinity Map

EXHIBIT B-1Initial Boundary Map and Legal Description

EXHIBIT B-2Inclusion Area Boundary Map and Legal Description

EXHIBIT C Financial Plan

EXHIBIT D Capital Plan - List of Public Improvements

EXHIBIT E Disclosure Notices

EXHIBIT F Amended and Restated Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The Districts are each independent units of local government, separate and distinct from the Town. The primary purpose of the Districts will be to finance the construction of the Public Improvements. The Districts will provide ongoing operation and maintenance services as specifically set forth in this Service Plan and in the Intergovernmental Agreement among the Town and the Districts.

This Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. This Service Plan, including all exhibits hereto, supersedes all prior service plans and service plan amendments as they relate to the Districts; provided, however, that this Service Plan does not supersede or replace the Amended Service Plan as it relates to the Highway 119 Metropolitan District Nos. 4-10, which Highway 119 Districts shall continue to operate thereunder.

B. Need for the Districts.

The Irrigation District (formerly known as the Highway 119 Metropolitan District No. 1), the Commercial District (formerly known as the Highway 119 Metropolitan District No. 2), and the Residential District (formerly known as the Highway 119 Metropolitan District No. 3), along with the Highway 119 Metropolitan District Nos. 4-6, inclusive, were organized as special districts on February 3, 2010, after approval of the Original Service Plan by the Town Board on September 10, 2009. The Amended Service Plan was approved by the Town Board on September 13, 2017, and replaced the Original Service Plan in its entirety and approved the organization of the Highway 119 Metropolitan District Nos. 7-10, inclusive, which were subsequently organized by issuance of Orders and Decree by the Weld County District Court on November 20, 2017. Development has not yet occurred within the Districts and there are currently no residents.

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

C. Objective of the Town Regarding the Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy, as the same may be increased as set forth in Section VI.C.1; by Fees as limited by Section V.A.20; and/or by Special Assessments as set forth in Section V.A.21.

This Service Plan is intended to establish limited purposes for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the Districts is to provide the Public Improvements associated with development pursuant to the Approved Development Plan.

The Districts shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if a District has ongoing operation and maintenance functions, such District shall not be required to dissolve. Additionally, if the Board of Directors of a District determines that the existence of such District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of such District shall promptly effectuate the dissolution of such District.

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

D. Consultants.

This Service Plan has been prepared by the following:

District Counsel
WHITE, BEAR, ANKELE, TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80120
(303) 858-1800

District Engineer
Atwell, LLC
143 Union Boulevard, Suite 700
Lakewood, Colorado 80228

Underwriter
Piper Sandler & Co.
1200 17th Street, Suite 1250
Denver, Colorado 80202
(303) 405-0879

II. DEFINITIONS

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

Amended Service Plan: means the Amended and Restated Consolidated Service Plan for the Highway 119 Metropolitan District No. 1, Highway 119 Metropolitan District No. 2, Highway 119 Metropolitan District No. 3, Highway 119 Metropolitan District No. 4, Highway 119

Metropolitan District No. 5, and Highway 119 Metropolitan District No. 6, and together with the Consolidated Service Plan for the Highway 119 Metropolitan District No. 7, Highway 119 Metropolitan District No. 8, Highway 119 Metropolitan District No. 9, and Highway 119 Metropolitan District No. 10, approved by the Town Board on September 13, 2017 through Resolution No. 17-42.

Approved Development Plan: means a subdivision development agreement or final plat, established by the Town for the Project as approved in its final form by the Town pursuant to the Town Code, as may be amended from time to time pursuant to the Town Code, that identifies, among other things, the Public Improvements necessary for facilitating development of property within the Service Area.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

Capital Plan: means the Capital Plan described in Section V.B. which includes a list of the Public Improvements which may be financed by the Districts and the estimated cost of those Public Improvements.

Commercial District: means the Firelight Commercial Metropolitan District, formerly known as the Highway 119 Metropolitan District No. 2.

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

Debt: means bonds, notes, debentures, certificates, capital leases or other multiple fiscal year obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy.

District: means any one of the Commercial District, the Irrigation District, or the Residential District.

Districts: means the Commercial District, the Irrigation District, and the Residential District, collectively.

District Boundaries: means the property within the Initial Boundaries of each District, as may be altered pursuant to Sections V.A. 12 and 13 hereof.

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

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal

Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt. If a District has engaged a municipal adviser that meets the foregoing criteria and has a fiduciary duty to such District, the municipal adviser may fill the role of the External Financial Advisor.

Fees: means any fee, rate, toll, penalty or charge imposed or received by a District for services, programs or facilities provided by such District, as described in Section V.A.20 below.

Financial Plan: means the Financial Plan described in Section VI and attached as **Exhibit C** which describes how the Public Improvements are expected to be financed and how the Debt is expected to be incurred.

Highway 119 Districts: means the Highway 119 Metropolitan District Nos. 4 – 10, collectively.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundaries and Legal Description, attached hereto as **Exhibit B-2**.

Initial Boundaries: means the boundaries of a District's area described in the Initial Boundary Map and Legal Description, attached hereto as **Exhibit B-1**.

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

Irrigation District: means the Firelight Irrigation Metropolitan District, formerly known as the Highway 119 Metropolitan District No. 1.

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

Maximum Debt Mill Levy Imposition Term: means the period of time, commencing upon the date when a District first issues any debt, in which that District's Debt mill levy may be imposed.

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

Mill Levy Adjustment: means, if, on or after January 1, 2009, for the Commercial District and on or after January 1, 2017, for the Irrigation District or the Residential District, there are changes in the method of calculating assessed valuation or any legislatively or constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring on or after January 1, 2009, for the Commercial District and on or after January 1, 2017, for the Irrigation District or the Residential District, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

Original Service Plan: means the Highway 119 Metropolitan District Nos. 1-6 Consolidated Service Plan, approved by the Town Board on September 10, 2009, through adoption of Resolution No. 09-28.

Project: means the development or property commonly referred to as Firelight Park and Firelight Park Commercial.

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

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

Service Plan: means this Service Plan for the Districts approved by Town Board.

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A.21 below.

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

State: means the State of Colorado.

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

Town: means the Town of Firestone, Colorado.

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

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

Total Debt Limit: means Thirty-Five Million Six Hundred Seventy-Eight Thousand Dollars (\$35,678,000) which Total Debt Limit includes all Debt issued by the Districts, in the aggregate, for Public Improvements.

Town O&M Mill Levy: means three (3) mills, to be imposed and collected by the Commercial District and the Residential District in accordance with Section VI.I. below for purposes of defraying the Town's ongoing operations and maintenance expenses associated with Public Improvements within or without the boundaries of the District and which directly benefit the taxpayers, property owners, and residents of the District.

III. BOUNDARIES

A Vicinity Map depicting the Project is attached hereto as **Exhibit A**. The area of the Initial Boundaries for the Districts, combined, includes approximately 70.13 acres, and the legal description and map of the Initial Boundaries for each District are set forth in **Exhibit B-1** and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit B-2**. It is anticipated that a District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, C.R.S., and Section 32-1-501, C.R.S., subject to the limitations set forth in Section V.A.12-13 below.

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

The property within the Service Area consists of approximately 70.13 acres. The population of the Service Area at build-out is estimated to be approximately 547 people. The current assessed valuation of the property within the Service Area is One Million Eight Hundred Forty-Five Thousand One Hundred Thirty Dollars (\$1,845,130) for purposes of this Service Plan, and the assessed value of the property within the Service Area at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as **Exhibit C**.

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

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

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

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

1. **Operation and Maintenance Limitation.** The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan, the Intergovernmental Agreement, and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts are authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Notwithstanding the foregoing, all parks, trails and open space not otherwise dedicated to the Town and owned by the Districts shall be open to the general public free of charge. The Districts may provide covenant enforcement, design review services and other services to the residents, owners and taxpayers within the Districts pursuant to and in accordance with § 32-1-1004(8), C.R.S. The Districts may impose a mill levy, Special Assessments and/or Fees to pay for Operation and Maintenance Costs in accordance with this Service Plan and the Intergovernmental Agreement.

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

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

4. Limitation on Extraterritorial Service. The Districts shall be authorized to provide services or facilities outside the Initial Boundaries or to establish fees, rates, tolls, penalties or charges for any services or facilities only in accordance with an Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees. Notwithstanding anything herein to the contrary, the Irrigation District shall be permitted to provide non-potable water services to properties outside of its Initial Boundaries subject to the terms of a separate intergovernmental agreement entered into by and between the Irrigation District and Left Hand Water District.

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

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

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

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

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

10. Eminent Domain. The Residential District and the Commercial District shall not use the power of eminent domain, except as otherwise provided pursuant to an intergovernmental agreement with the Town. The Irrigation District is permitted to exercise the power of eminent domain only after the Irrigation District provides written notice to the Town at least 30 days prior to its intent to initiate eminent domain proceedings.

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

potable water system for the development and may be permitted to own, manage, adjudicate and develop the non-potable water rights which will be used in such non-potable system pursuant to an intergovernmental agreement with Left Hand Water District. Provided however that nothing herein shall prohibit the District from reimbursing the developer of the Project for the costs of raw water. OK

12. Inclusion Limitation. The Districts shall not include into their respective boundaries any property outside of the Inclusion Area set forth in Exhibit B-1; provided, however, that the Districts shall provide prior written notice to the Town prior to any inclusion becoming effective. No property will be included within a District at any time unless such property has been annexed into the Town's corporate limits.

13. Exclusion Limitation. A District may exclude from its boundaries any property; provided, however, that a District shall provide prior written notice to the Town prior to any exclusion becoming effective. The District shall not exclude from its boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another metropolitan district that has been or will be formed under the Special District Act, without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

14. Overlap Limitation. The boundaries of a District shall not overlap with those of any other metropolitan district providing the same service if such overlap will cause the District's mill levy to exceed the Maximum Debt Mill Levy or the Maximum Operation and Maintenance Mill Levy.

15. Total Debt Issuance Limitation. The Districts, in the aggregate, shall not issue Debt in excess of the Total Debt Limit. The Total Debt Limit shall not be applicable to refunding or refinancing of Debt authorized to be issued pursuant to the Service Plan unless the principal amount of the refunding bonds exceed the principal amount originally issued, in which case the difference shall count against the Total Debt Limit.

16. Sales and Use Tax. A District shall not exercise its Town sales and use tax exemption.

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

18. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

19. Subdistrict Limitation. The Districts shall not create any subdistrict pursuant to Section 32-1-1101, C.R.S. without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

20. Fees. Except as set forth herein, if authorized by the Intergovernmental Agreement, a District may impose and collect Fees for services, programs or facilities furnished by that District, and may from time to time increase or decrease such Fees, and may use the revenue from such Fees for the repayment of Debt, capital costs, or Operation and Maintenance Costs and for the payment of any indebtedness of the District. Notwithstanding anything herein to the contrary, the Irrigation District is authorized to impose Fees in an amount reasonably required for services, programs and facilities provided by the Irrigation District and may from time to time increase or decrease such Fees, and may use the revenue from such Fees for the repayment of Debt, capital costs, or Operation and Maintenance Costs and for the payment of any indebtedness of the Irrigation District.

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

22. Revenue Bonds Limitation. Revenue Bonds are bonds payable in whole or in part from revenues other than a District's property and specific ownership taxes. At least 30 days prior to issuing any revenue bonds, a District shall submit all relevant details of such issuance to the Town Board, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan; provided, however, that Revenue Bonds issued by the Irrigation District shall not trigger a material modification of the Service Plan. If it is determined by the Town Board that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds. If it is determined by the Town Board that such issuance does not constitute a material modification of the Service Plan, the Town Board may issue a resolution to that effect, after receipt of which the District may proceed with such issuance without need for approval of a material modification of the Service Plan; provided, however, that no such finding or resolution shall be required for Revenue Bonds issued by the Irrigation District. The Town Board shall make its determination in writing to the District within twenty (20) business days after submittal of the information by the District, unless the Town and District mutually agree to a different date. Failure of the Town to provide such determination that the issuance of Revenue Bonds is not a material modification of the Service Plan within 20 days shall be deemed as a determination that such action does not constitute a material modification that requires an amendment to the Service Plan.

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

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

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

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

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

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

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

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

B. Preliminary Engineering Survey.

The Districts have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements. A Capital Plan, including a list of the Public Improvements developed by the Districts and the cost of the Public Improvements is attached hereto as **Exhibit D**. The Districts shall be authorized to construct Public Improvements that shall be more specifically defined in each applicable Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees. The estimated costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property within the Districts and is approximately Twenty-One Million Two Hundred Ninety-Six Thousand Six Hundred Eleven Dollars (\$21,296,611).

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

VI. FINANCIAL PROVISIONS

A. General.

The Districts are authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their respective revenues and by and through the proceeds of Debt to be issued by the Districts. The Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of Debt and for Operations and Maintenance Costs. The Districts may also rely upon various other revenue sources authorized by law. At each District's discretion, these may include the power to impose Fees as provided in Section 32-1-1001(I), C.R.S., as amended from time to time, and as limited by Section V.A.20 above, and the District may impose Special Assessments as provided in Section 32-1-1101.7, C.R.S. and in accordance with Section V.A.21, above.

The Financial Plan for the Districts, which is attached hereto as **Exhibit C**, reflects that the Districts will issue no more Debt than the Districts can reasonably expect to pay from revenues derived from the Maximum Debt Mill Levy, Fees, Special Assessments and other legally available revenues. The Districts may issue such Debt on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Mill Levies.

1. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy a District is permitted to impose upon the taxable property within that District for payment of Debt, and shall be Fifty Mills (50) mills for so long as the total amount of aggregate Debt of that District exceeds fifty percent (50%) of the District's assessed valuation. Based on such adjustments, the Maximum Debt Mill Levy of the Commercial District as of January 1, 2022, is 55.664 mills (adjusted from January 1, 2009), and the Maximum Debt Mill Levy of the Irrigation District and the Residential District as of January 1, 2022, is 50.350 mills (based on adjustment from January 1, 2017).

At such time as the total amount of aggregate Debt of a District is equal to or less than fifty percent (50%) of that District's assessed valuation, either on the date of issuance of any Debt or at

any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed as such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, a District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then assessed value. For the purposes of the foregoing, a Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The Maximum Operation and Maintenance Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within a District for payment of Operation and Maintenance Costs, and shall be 60.000 mills until such time that such District issues Debt. After such District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy, shall not exceed 60.000 mills, subject to the Mill Levy Adjustment. Based on such adjustments, the Maximum Operation and Maintenance Mill Levy of the Commercial District as of January 1, 2022, is 66.797 mills (adjusted from January 1, 2009), and the Maximum Operation and Maintenance Mill Levy of the Irrigation District and the Residential District as of January 1, 2022, is 60.420 mills (based on adjustment from January 1, 2017). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.

3. Irrigation District Mill Levy Limitation. Notwithstanding anything herein to the contrary, the Irrigation District shall not impose a mill levy for any purposes without the prior written consent of the Residential District and the Commercial District. If the Irrigation District determines to impose a mill levy, it shall be subject to the Maximum Debt Mill Levy and the Maximum Operations and Maintenance Mill Levy set forth in this Service Plan and it shall provide written notice to the Town of its intent to impose a mill levy. In no event shall the Irrigation District be required to impose the Town O&M Mill Levy if the Residential District and the Commercial District are both imposing the Town O&M Mill Levy. In the event that neither the Residential District or the Commercial District are imposing the Town O&M Mill Levy, then the Irrigation District shall impose the Town O&M Mill Levy in accordance with Section VI.I., below.

D. Debt Parameters.

1. All Debt issued by a District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. On or before the effective date of approval of an Approved Development Plan by the Town, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; (c) impose and collect any Fees used for the purpose of repayment of Debt, or (d) levy any Special Assessments.

2. At least 30 days prior to issuing any Debt, a District shall submit all relevant details of such issuance to the Town Board (such as, preliminary financing numbers, preliminary drafts of financing documents, and preliminary drafts of any offering document if the Debt is sold to the public. If it is determined by the Town Board that the issuance of such Debt constitutes a material modification of the Service Plan, such District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any Debt. If it is determined by the Town Board that such issuance does not constitute a material modification of the Service Plan, the Town Board may issue a resolution to that effect, after receipt of which the District may proceed with such issuance without need for approval of a material modification of the Service Plan. The Town Board shall make its determination in writing to the District within twenty (20) business days after submittal of the information by the District, unless the Town and District mutually agree to a different date. Failure of the Town to provide such determination that the issuance of Debt is not a material modification of the Service Plan within 20 days shall be deemed as a determination that such action does is not a material modification that requires an amendment to the Service Plan.

3. A District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of a District's obligations, nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by a District in the payment of any such obligation.

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

5. The Maximum Debt Mill Levy Imposition Term shall not exceed forty (40) years from the date upon which the Residential District first issues any Debt. Upon expiration of the Maximum Debt Mill Levy Imposition Term, the Residential District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property within its Service Area, unless a majority of the Board of Directors of the Residential District are End Users and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, *et seq.*, C.R.S. Any Debt issued with a mill levy pledge or which results in a mill levy pledge that exceeds the Maximum Debt Mill Levy Imposition term shall be deemed a material modification of this Service Plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town by a service plan amendment. The Maximum Debt Mill Levy Imposition Term shall apply only to the Residential District and until such time as End Users cast the majority of affirmative votes taken by the Residential District's Board of Directors at a meeting authorizing an increase of such Maximum Debt Mill Levy Imposition Term, at which time the mill levy imposition term may be as determined by the D

Residential District's Board of Directors in its sole discretion. The Maximum Debt Mill Levy Imposition Term shall not apply to the Commercial District or to the Irrigation District.

E. Debt Instrument Disclosure Requirement.

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

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

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

F. Privately Placed Debt Limitation.

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

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

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

G. TABOR Compliance.

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

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

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

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for Operation and Maintenance Costs including administration and to plan and cause the Public Improvements to be constructed and maintained, and for ongoing administrative, accounting and legal costs.

I. Town O&M Mill Levy.

Commensurate with the initial imposition of a debt service mill levy imposed after approval of this Service Plan, the Commercial District and the Residential District hereby agree that they shall impose the Town O&M Mill Levy. Each District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when that District first imposes a debt service mill levy and shall not be required to be imposed prior to such date; provided, however, that any debt service mill levy previously imposed by the Commercial District shall not trigger this requirement and this requirement shall instead trigger upon the imposition of a debt service mill levy imposed after approval of this Service Plan. A District's imposition of a Town O&M Mill Levy shall be memorialized in the Intergovernmental Agreement required by Section X below. The revenues received from the Town O&M Mill Levy shall be remitted to the Town annually or in accordance with the specific timeframe referenced in the Intergovernmental Agreement. Revenues generated by the Town O&M Mill Levy and a District's obligation to remit said revenues to the Town on an annual basis, as required by this Service Plan and the Intergovernmental Agreement, shall not be included within or subject to the Total Debt Limit. The Town O&M Mill Levy shall be separate and apart from the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Clerk no later than April 30th of each year.

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.
3. A summary of any litigation which involves the Public Improvements as of December 31 of the prior year.
4. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

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

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

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

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

VIII. DISSOLUTION

Upon an independent determination of the Town Board that the purposes for which a District was created have been accomplished, a District shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the District has ongoing operation and maintenance functions such District shall not be required to dissolve. Additionally, if the Board of Directors of a District determines that the existence of that District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of such District shall promptly effectuate the dissolution of that District.

IX. DISCLOSURE NOTICES

A. In order to notify future End Users who are purchasing residential lots or dwellings units in the Service Area that they will be paying, in addition to the property taxes owed to other taxing governmental entities, property taxes imposed by the District to pay Debt and Operations and Maintenance Costs, the District shall, prior to the issuance of Debt:

1. Prepare and submit to the Town Manager for his or her approval, which approval shall be issued within twenty (20) calendar days, a written notice to purchasers of property within the District, in substantially the form attached hereto as **Exhibit E** (the "Disclosure Notice"). After approval of the Disclosure Notice by the Town Manager, the District shall record the Disclosure Notice in the Weld County Clerk and Recorder's Office against all property not already owned by an End User; and

2. Use reasonable efforts to assure that all builders of residential lots or dwellings units within the District provide the Disclosure Notice to each potential End User purchaser of a residential lot or dwelling unit in the Service Area before that purchaser enters into a written agreement for the purchase and sale of that residential lot or dwelling unit.

B. To ensure that potential residential buyers are educated about the District, the District will also use reasonable efforts and due diligence to provide the Disclosure Notice to the developer or home builders for prominent display at all sales offices.

C. Within one (1) year of the date of approval of this Service Plan, the District will create a public website on which the District will timely post information related to upcoming meetings and elections, and will make available relevant District documents and information, including, but not limited to, the service plan, Board meeting minutes, annual budgets, audits, and annual reports.

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

X. INTERGOVERNMENTAL AGREEMENT

The form of the Intergovernmental Agreement required by the Town Code, relating to the limitations imposed on a District's activities, is attached hereto as **Exhibit F**. The Districts shall approve the Intergovernmental Agreement at their first Board meeting after approval of this Service Plan, and shall deliver the executed Intergovernmental Agreement to the Town. The Intergovernmental Agreement may be amended from time to time by the Districts and the Town, and may include written consents and agreements of the Town as required throughout this Service Plan (e.g., amendments to address the Residential District or Commercial District's imposition of Fees for services, programs or facilities furnished by such District pursuant to Section V.A.20 ("Fee Amendments")). Alternatively, such written consents of the Town may be obtained by the District without amending the Intergovernmental Agreement, and the Town and the District may execute additional written agreements concerning matters set forth in this Service Plan. In the event that a District proposes any Fee Amendment to the Town not otherwise contemplated herein or in the Intergovernmental Agreement, the Town Board shall make its determination as to such Fee Amendment in writing to the District within sixty (60) calendar days after submittal of the Fee Amendment by the District, unless the Town and District mutually agree to a different date. Notwithstanding anything herein to the contrary, Fees imposed by the Irrigation District shall not require Fee Amendments or Town approval due to the nature of such Fees.

The Districts are also a party to the following intergovernmental agreements: Amended and Restated Cooperation Agreement among the Firestone Urban Renewal Authority and the Districts and the Highway 119 Districts – Northern Firestone Urban Renewal Plan, as amended (the "FURA Agreement"); Intergovernmental Agreement between the Districts and the Highway 119 Districts and St. Vrain Sanitation District, as amended (the "St. Vrain IGA"); the Amended and Restated District Administrative Services Agreement by and among the Districts and the Highway 119 Districts (the "Highway 119 District Administrative Services IGA"); and the Capital Pledge Agreement for Water Tank Improvements between the Irrigation District and the Commercial District (the "Water Tank IGA"). The Irrigation District anticipates entering into an intergovernmental agreement with Left Hand Water District for the provision of non-potable water by the Irrigation District to properties within the Service Area (the "Left Hand IGA"). The Districts also anticipate partially terminating the Highway 119 District Administrative Services IGA as it relates to the Districts and entering into a separate District Administrative Services IGA among the Districts (excluding the Highway 119 Districts) (the "Districts' Administrative Services IGA"). The intergovernmental agreements set forth in this paragraph are collectively referred to herein as the "Districts' Existing and Anticipated IGAs".

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

XI. NON-COMPLIANCE WITH SERVICE PLAN

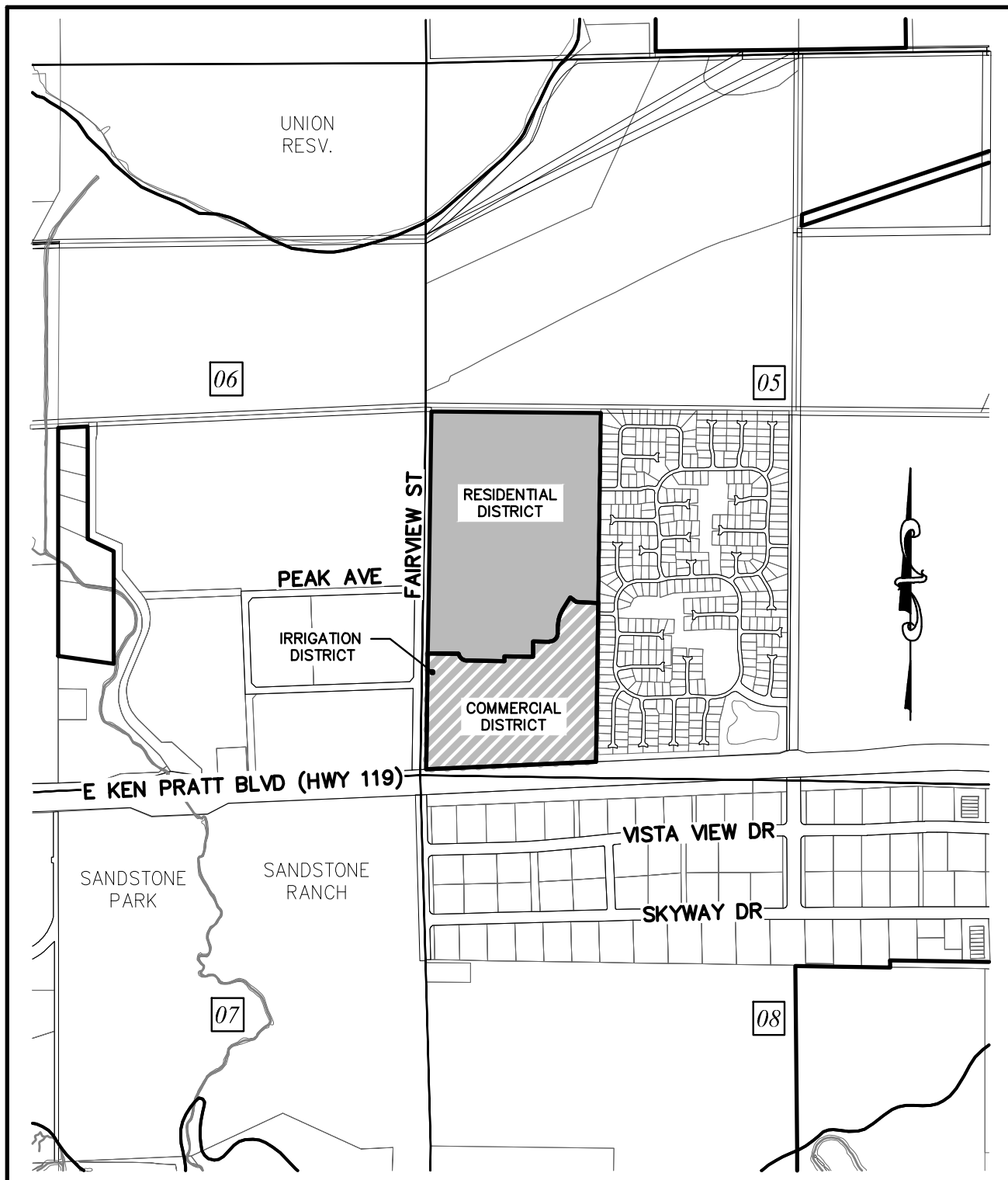
In the event it is determined that a District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may pursue for such violation all remedies available at law or in equity, including without limitation affirmative injunctive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

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, 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 Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A
Vicinity Map



VICINITY MAP

SCALE: 1" = 1200'

EXHIBIT B-1
Initial Boundary Maps and Legal Descriptions

PARCEL DESCRIPTIONS

SITUATED IN THE SW1/4 OF SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED ON THE SOUTH END BY A 2" ALUMINUM CAP, ILLEGIBLE, AND AT THE NORTH END BY A 2 ALUMINUM CAP STAMPED "1994 LS 25937". SAID WEST LINE BEARS NORTH 00°44'38" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE NORTH 05°10'54" EAST 795.08 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°44'33" EAST 10.00 FEET;

THENCE SOUTH 89°15'27" EAST 10.00 FEET;

THENCE SOUTH 00°44'33" WEST 10.00 FEET

THENCE NORTH 89°15'27" WEST 10.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 100 SQUARE FEET, MORE OR LESS.

I, MICHAEL LLOYD POOL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE SURVEY UPON WHICH IT WAS BASED, WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



MICHAEL LLOYD POOL, PLS
COLORADO REG. NO. 38304
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

IRRIGATION DISTRICT PARCEL

SW1/4 SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE:	03/03/2022
DRAWN:	TWK
CHECKED:	MLP
JOB NO.:	18003353

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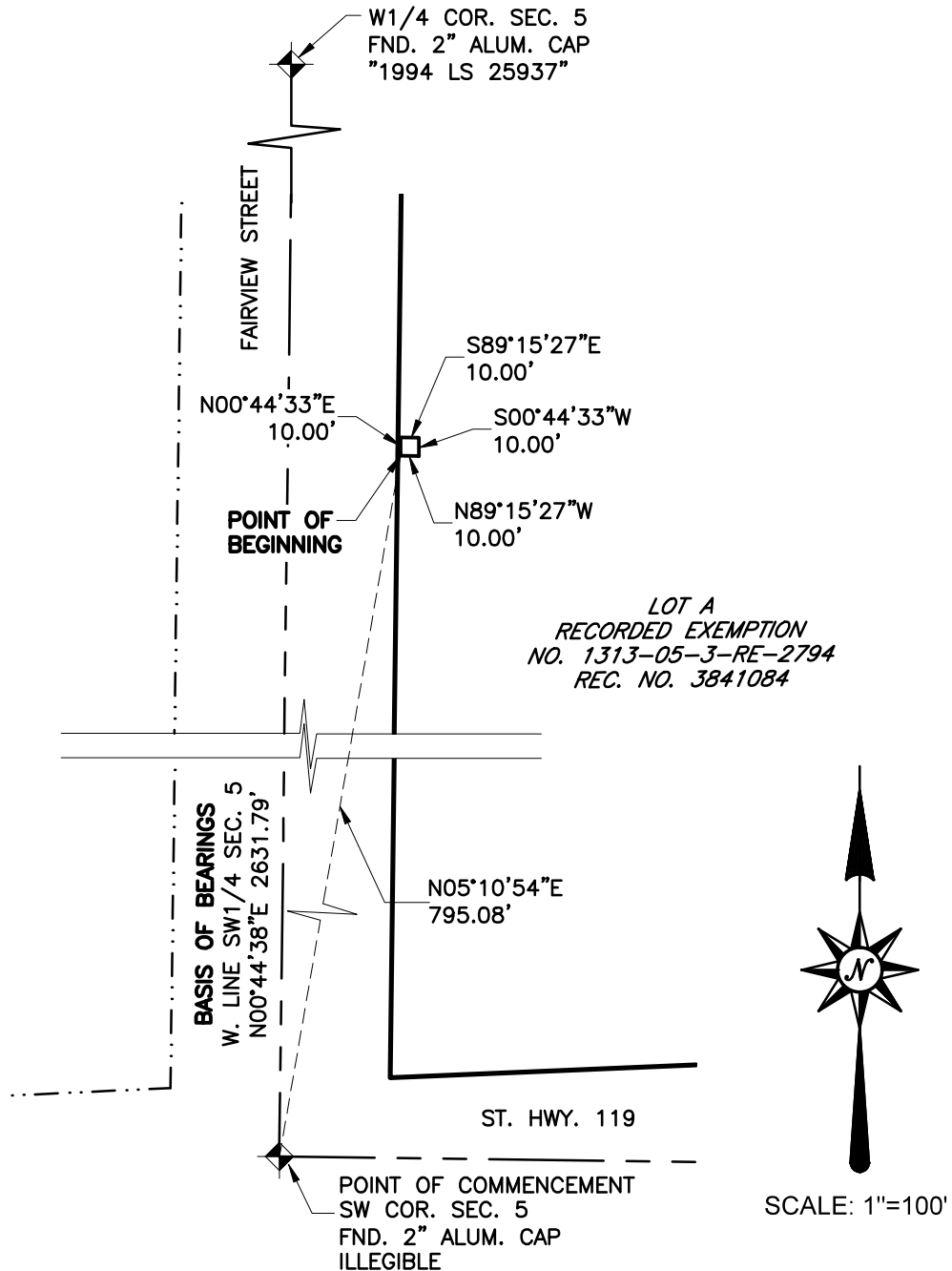
ATWELL

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143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

EXHIBIT TO ACCOMPANY PARCEL DESCRIPTION

SITUATED IN THE SW1/4 OF SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO



NOTE

THIS EXHIBIT IS MEANT TO DEPICT THE ATTACHED PARCEL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

IRRIGATION DISTRICT PARCEL

SW1/4 SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE: 03/03/2022
DRAWN: TWK
CHECKED: MLP
JOB NO.: 18003353

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PARCEL DESCRIPTION

SITUATED IN SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

THE FOLLOWING PARCEL TO BE THE ENTIRETY OF THE HIGHWAY 119 METROPOLITAN DISTRICT NO. 2:

A PORTION OF THAT PARCEL OF LAND KNOWN AS LOT A AND LOT B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794, RECORDED AT RECEPTION NO. 1313-05-3-RE-2794, WELD COUNTY RECORDS, AND AS DESCRIBED AT RECEPTION NO. 3841084, WELD COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTH END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, AND AT THE NORTH END BY A 2" ALUMINUM CAP STAMPED "1994 LS 35937". SAID WEST LINE BEARS NORTH 00°44'38" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, ALSO BEING THE NORTHWEST CORNER OF SAID RECORDED EXEMPTION;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID RECORDED EXEMPTION SOUTH 00°44'38" WEST 1759.32 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND SAID WEST LINE SOUTH 89°15'27" EAST 220.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET AND A CENTER WHICH BEARS NORTH 80°32'42" EAST;

THENCE 80.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°46'47";

THENCE SOUTH 89°14'06" EAST 272.18 FEET;

THENCE NORTH 00°45'54" EAST 33.29 FEET;

THENCE SOUTH 89°14'06" EAST 205.00 FEET;

THENCE NORTH 00°45'54" EAST 110.00 FEET;

THENCE SOUTH 89°14'06" EAST 115.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET;

THENCE 91.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE NORTH 00°45'54" EAST 60.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET;

(CONTINUED ON SHEET 6)

COMMERCIAL DISTRICT PARCEL

SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE:	03/03/2022
DRAWN:	TWK
CHECKED:	MLP
JOB NO.:	20003029

SHT.
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OF
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PARCEL DESCRIPTION

SITUATED IN SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

(CONTINUED FROM SHEET 5)

THENCE 118.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°16'14";

THENCE NORTH 33°02'09" EAST 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET;

THENCE 2.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°37'31";

THENCE SOUTH 54°16'16" EAST 53.45 FEET;

THENCE SOUTH 89°14'06" EAST 136.35 FEET TO THE EAST LINE OF SAID RECORDED EXEMPTION;

THENCE ALONG SAID EAST LINE SOUTH 00°45'54" WEST 1139.58 FEET TO THE SOUTHEAST CORNER OF SAID RECORDED EXEMPTION;

THENCE ALONG THE SOUTH LINE OF SAID RECORDED EXEMPTION THE FOLLOWING TWO (2) COIURSES:

1. SOUTH 87°16'17" WEST 945.89 FEET;
2. SOUTH 87°35'24" WEST 251.03 FEET TO THE SOUTHWEST CORNER OF SAID RECORDED EXEMPTION, ALSO BEING SAID EAST RIGHT-OF-WAY LINE;

THENCE ALONG THE WEST LINE OF SAID RECORDED EXEMPTION AND ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°44'19" EAST 828.91 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 1,046,966 SQUARE FEET, OR 24.04 ACRES, MORE OR LESS.

I, MICHAEL LLOYD POOL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE SURVEY UPON WHICH IT WAS BASED, WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



MICHAEL LLOYD POOL, PLS
COLORADO REG. NO. 38304
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

COMMERCIAL DISTRICT PARCEL

SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE: 03/03/2022
DRAWN: TWK
CHECKED: MLP
JOB NO.: 20003029

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EXHIBIT TO ACCOMPANY PARCEL DESCRIPTION

SITUATED IN SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L21	S89°15'27"E	220.29'
L22	S89°14'06"E	272.18'
L23	N00°45'54"E	33.29'
L24	S89°14'06"E	205.00'
L25	N00°45'54"E	110.00'
L26	S89°14'06"E	115.00'
L27	N00°45'54"E	60.00'
L28	N33°02'09"E	100.00'
L29	S54°16'16"E	53.45'
L30	S89°14'06"E	136.35'

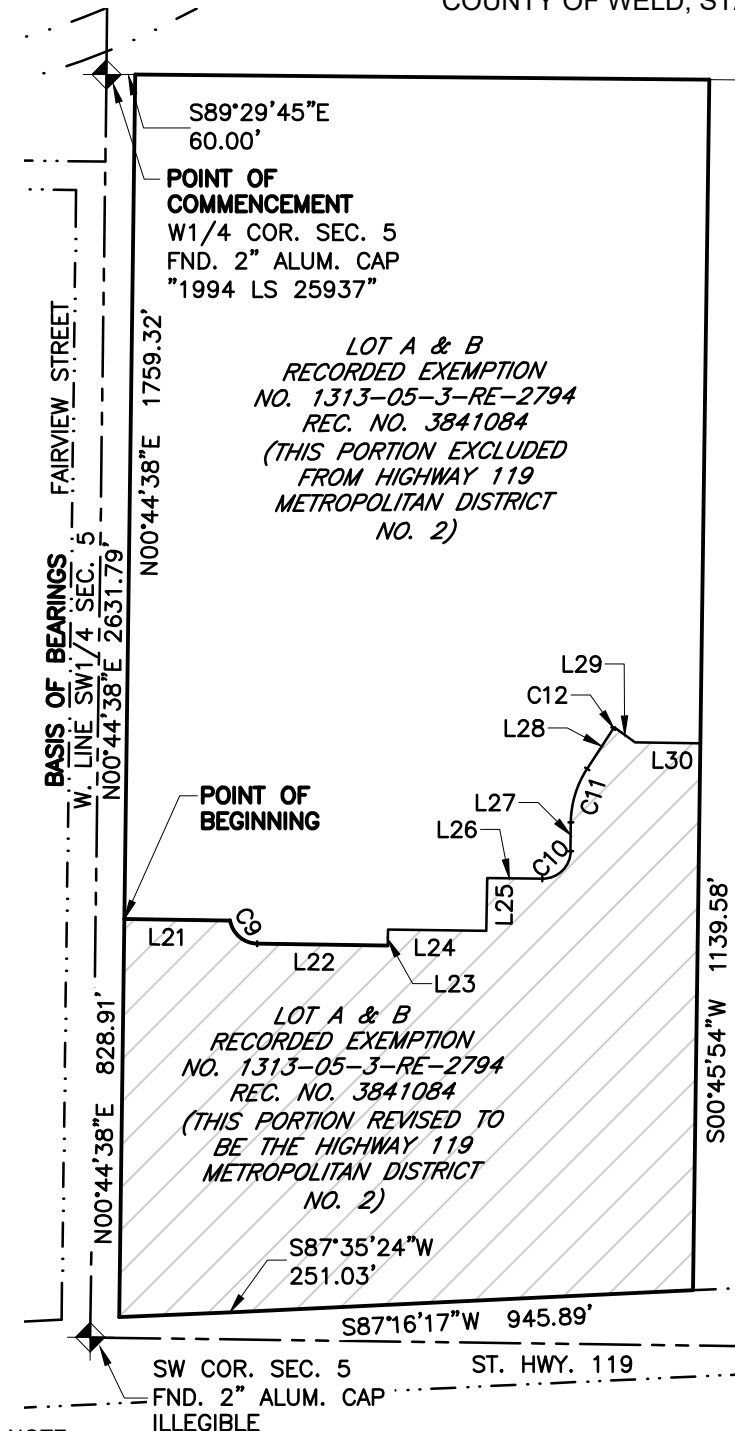


CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C9	79°46'47"	58.00'	80.76'
C10	90°00'00"	58.00'	91.11'
C11	32°16'14"	210.00'	118.28'
C12	0°37'31"	270.00'	2.95'



AREA OF HIGHWAY 119
METROPOLITAN DISTRICT NO. 2
HEREBY INCLUDED

SCALE: 1"=400'



NOTE

THIS EXHIBIT IS MEANT TO DEPICT THE ATTACHED PARCEL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

COMMERCIAL DISTRICT PARCEL

SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE: 03/03/2022
DRAWN: TWK
CHECKED: MLP
JOB NO.: 20003029

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LAKEWOOD, CO 80228
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PARCEL DESCRIPTIONS

SITUATED IN SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

LEGAL DESCRIPTION - FIRELIGHT RESIDENTIAL PARCEL

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT A & B RECORDED EXEMPTION NO. 1313-05-3-RE-2794 RECORDED AT RECEPTION NO. 3841084, WELD COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTH END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, AND AT THE NORTH END BY A 2" ALUMINUM CAP STAMPED "1994 LS 35937". SAID WEST LINE BEARS NORTH 00°44'38" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, ALSO BEING THE NORTHWEST CORNER OF SAID RECORDED EXEMPTION, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID RECORDED EXEMPTION SOUTH 89°29'45" EAST 1195.77 FEET TO THE NORTHEAST CORNER OF SAID RECORDED EXEMPTION;

THENCE DEPARTING SAID NORTH LINES AND ALONG THE EAST LINE OF SAID RECORDED EXEMPTION SOUTH 00°45'54" WEST 1382.55 FEET;

THENCE DEPARTING SAID EAST LINE NORTH 89°14'06" WEST 136.35 FEET;

THENCE NORTH 54°16'16" WEST 53.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTER WHICH BEARS NORTH 57°35'22" WEST;

THENCE 2.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°37'31";

THENCE SOUTH 33°02'09" WEST 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;

THENCE 118.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°16'14";

THENCE SOUTH 00°45'54" WEST 60.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET;

THENCE 91.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE NORTH 89°14'06" WEST 115.00 FEET;

(CONTINUED ON SHEET 2)

FIRELIGHT RESIDENTIAL PARCEL

SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE:	03/04/2022
DRAWN:	TWK
CHECKED:	MLP
JOB NO.:	20003029

SHT.
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PARCEL DESCRIPTIONS

SITUATED IN SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

(CONTINUED FROM SHEET 1)

THENCE SOUTH 00°45'54" WEST 110.00 FEET;

THENCE NORTH 89°14'06" WEST 205.00 FEET;

THENCE SOUTH 00°45'54" WEST 33.29 FEET;

THENCE NORTH 89°14'06" WEST 272.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET;

THENCE 80.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°46'47";

THENCE NORTH 89°15'27" WEST 220.29 FEET TO SAID EAST RIGHT-OF-WAY LINE, ALSO BEING THE WEST LINE OF SAID RECORDED EXEMPTION;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID WEST LINE NORTH 00°44'38" EAST 1759.32 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,007,837 SQUARE FEET, OR 46.09 ACRES, MORE OR LESS.

I, MICHAEL LLOYD POOL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE SURVEY UPON WHICH IT WAS BASED, WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



MICHAEL LLOYD POOL, PLS
COLORADO REG. NO. 38304
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

FIRELIGHT RESIDENTIAL PARCEL

SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE:	03/04/2022
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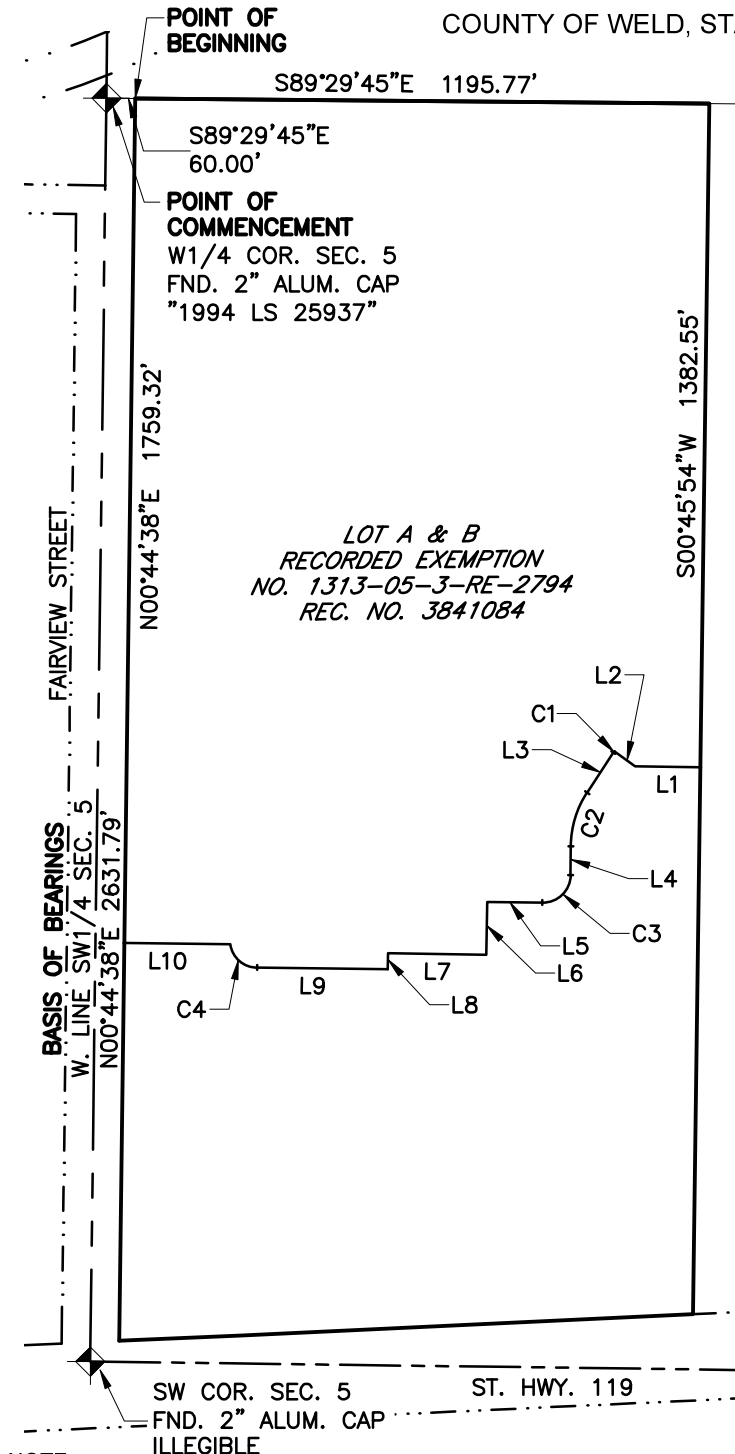
EXHIBIT TO ACCOMPANY PARCEL DESCRIPTIONS

SITUATED IN SECTION 5, T2N, R68W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	136.35'
L2	N54°16'16"W	53.45'
L3	S33°02'09"W	100.00'
L4	S00°45'54"W	60.00'
L5	N89°14'06"W	115.00'
L6	S00°45'54"W	110.00'
L7	N89°14'06"W	205.00'
L8	S00°45'54"W	33.29'
L9	N89°14'06"W	272.18'
L10	N89°15'27"W	220.29'



CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	0°37'31"	270.00'	2.95'
C2	32°16'14"	210.00'	118.28'
C3	90°00'00"	58.00'	91.11'
C4	83°00'19"	56.13'	81.32'



NOTE

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SCALE: 1"=400'

FIRELIGHT RESIDENTIAL PARCEL

SEC. 5
T2N, R68W, 6TH P.M.
WELD COUNTY,
COLORADO

DATE: 03/04/2022
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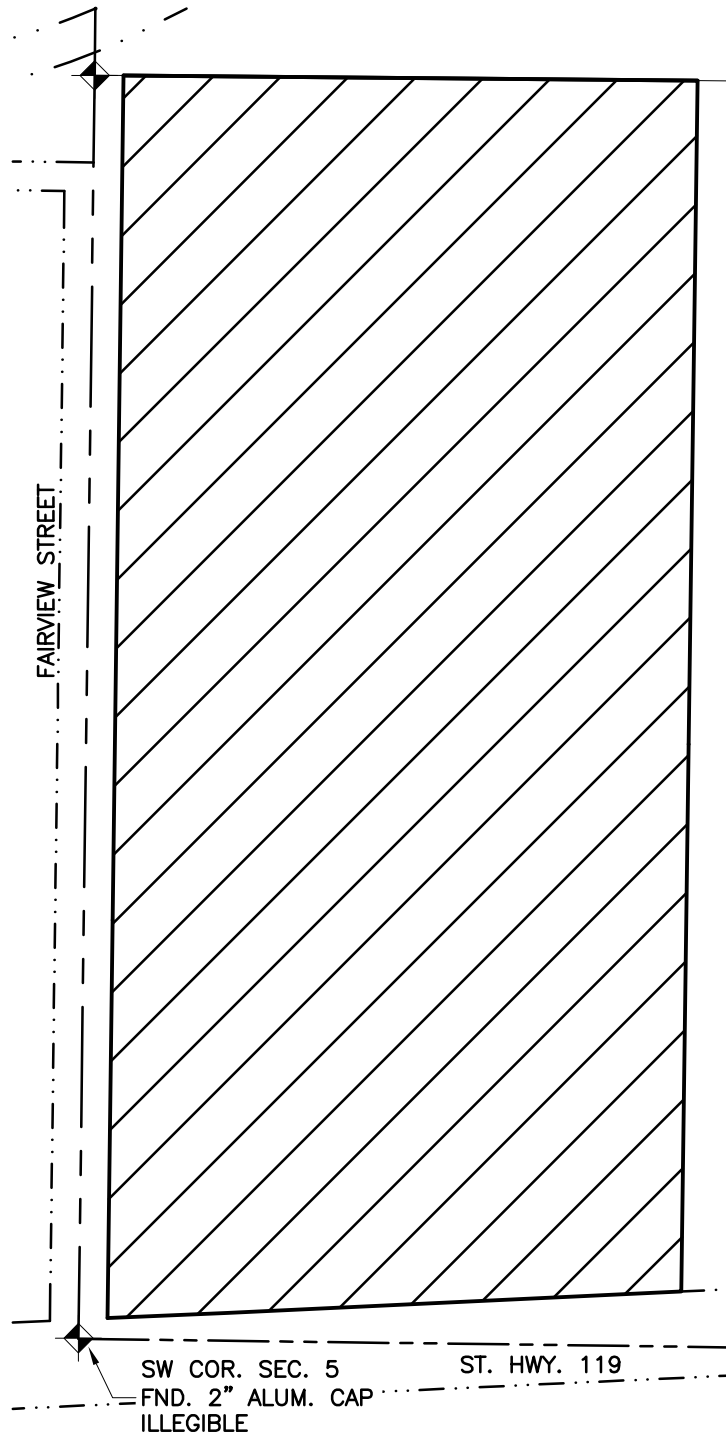
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LAKEWOOD, CO 80228
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EXHIBIT B-2

Inclusion Area Boundary Map and Legal Description

EXHIBIT B-2



SCALE: 1"=400'

SEC. 5 T2N, R68W, 6TH P.M. WELD COUNTY, COLORADO		DATE: 03/04/2022 DRAWN: TWK CHECKED: MLP JOB NO.: 20003029	 ATWELL 866.850.4200 www.atwell-group.com 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100

EXHIBIT C
Financial Plan

**Firelight Commercial & Residential Metropolitan Districts
Weld County, Colorado**

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**General Obligation Bonds, Series 2022  
General Obligation Refunding Bonds, Series 2032**

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Service Plan

Bond Assumptions	Series 2022	Series 2032	Total
Closing Date	12/1/2022	12/1/2032	
First Call Date	12/1/2027	12/1/2042	
Final Maturity	12/1/2032	12/1/2062	
Discharge Date	12/2/2062	12/1/2062	
Sources of Funds			
Par Amount	16,550,000	28,385,000	
Funds on Hand	0	1,347,000	
Total	16,550,000	29,732,000	
Uses of Funds			
Project Fund	12,040,500	11,881,075	23,921,575
Refunding Escrow	0	15,680,000	
Capitalized Interest	2,482,500	0	
Reserve Fund	0	1,829,000	
Surplus Deposit	1,446,000	0	
Cost of Issuance	581,000	341,925	
Total	16,550,000	29,732,000	
Debt Features			
Projected Coverage at Mill Levy Cap	1.00x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Interest Payment Type	Current	Current	
Rating	Non-Rated	Investment Grade	
Coupon (Interest Rate)	5.000%	3.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Commercial	2.00%	2.00%	
Tax Authority Assumptions	Commercial	Residential	
Metropolitan District Revenue			
Residential Assessment Ratio			
Service Plan Gallagherization Base	NA	7.96%	
Current Assumption	NA	7.15%	
Debt Service Mills			
Service Plan Mill Levy Cap	50.000	50.000	
Maximum Adjusted Cap	50.000	55.664	
Target Mill Levy	50.000	55.664	
Specific Ownership Tax	6.00%	6.00%	
County Treasurer Fee	1.50%	1.50%	
Operations			
Mill Levy	10.000	11.132	

**Firelight Commercial & Residential Metropolitan Districts
Development Summary**

Statutory Actual Value (2021)	Ziggi's Coffee Shop	Car Wash	Restaurant - Fast Food	Retail	Commercial Convenience Store / Gas Station	Grocery	-	-	-	Total
	\$340	\$250	\$250	\$250	\$380	\$250	-	-	-	
2022	-	-	-	-	-	-	-	-	-	-
2023	4,500	-	-	-	4,500	-	-	-	-	9,000
2024	-	12,400	11,000	-	-	-	-	-	-	23,400
2025	-	-	-	12,000	-	43,000	-	-	-	55,000
2026	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
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2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
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2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
2062	-	-	-	-	-	-	-	-	-	-
Total Units	4,500	12,400	11,000	12,000	4,500	43,000	-	-	-	87,400
Total Statutory Actual Value	\$1,530,000	\$3,100,000	\$2,750,000	\$3,000,000	\$1,710,000	\$10,750,000	-	-	-	\$22,840,000

**Firelight Commercial & Residential Metropolitan Districts
Development Summary**

Statutory Actual Value (2021)	Residential									Total
	Townhomes	Duplexes	40' Lots	50' Lots	-	-	-	-	-	
	\$500,000	\$530,000	\$600,000	\$635,000	-	-	-	-	-	
2022	-	-	-	-	-	-	-	-	-	-
2023	6	6	6	6	-	-	-	-	-	24
2024	20	20	20	20	-	-	-	-	-	80
2025	20	20	20	20	-	-	-	-	-	80
2026	16	16	2	1	-	-	-	-	-	35
2027	-	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-
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2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
2062	-	-	-	-	-	-	-	-	-	-
Total Units	62	62	48	47	-	-	-	-	-	219
Total Statutory Actual Value	\$31,000,000	\$32,860,000	\$28,800,000	\$29,845,000	-	-	-	-	-	\$122,505,000

**Firelight Commercial Metropolitan District
Assessed Value**

	Vacant and Improved Land ¹		Commercial				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Commercial SF Delivered	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Assessed Value in Collection Year 2 Year Lag
2023	585,000	0	9,000	-	3,370,896	0	0
2024	1,375,000	93,960	23,400	67,418	9,646,381	0	93,960
2025	0	169,650	55,000	-	24,529,823	977,560	1,147,210
2026	0	398,750	-	490,596	25,020,419	2,797,450	3,196,200
2027	0	0	-	-	25,020,419	7,113,649	7,113,649
2028	0	0	-	500,408	25,520,828	7,255,922	7,255,922
2029	0	0	-	-	25,520,828	7,255,922	7,255,922
2030	0	0	-	510,417	26,031,244	7,401,040	7,401,040
2031	0	0	-	-	26,031,244	7,401,040	7,401,040
2032	0	0	-	520,625	26,551,869	7,549,061	7,549,061
2033	0	0	-	-	26,551,869	7,549,061	7,549,061
2034	0	0	-	531,037	27,082,907	7,700,042	7,700,042
2035	0	0	-	-	27,082,907	7,700,042	7,700,042
2036	0	0	-	541,658	27,624,565	7,854,043	7,854,043
2037	0	0	-	-	27,624,565	7,854,043	7,854,043
2038	0	0	-	552,491	28,177,056	8,011,124	8,011,124
2039	0	0	-	-	28,177,056	8,011,124	8,011,124
2040	0	0	-	563,541	28,740,597	8,171,346	8,171,346
2041	0	0	-	-	28,740,597	8,171,346	8,171,346
2042	0	0	-	574,812	29,315,409	8,334,773	8,334,773
2043	0	0	-	-	29,315,409	8,334,773	8,334,773
2044	0	0	-	586,308	29,901,717	8,501,469	8,501,469
2045	0	0	-	-	29,901,717	8,501,469	8,501,469
2046	0	0	-	598,034	30,499,752	8,671,498	8,671,498
2047	0	0	-	-	30,499,752	8,671,498	8,671,498
2048	0	0	-	609,995	31,109,747	8,844,928	8,844,928
2049	0	0	-	-	31,109,747	8,844,928	8,844,928
2050	0	0	-	622,195	31,731,942	9,021,827	9,021,827
2051	0	0	-	-	31,731,942	9,021,827	9,021,827
2052	0	0	-	634,639	32,366,580	9,202,263	9,202,263
2053	0	0	-	-	32,366,580	9,202,263	9,202,263
2054	0	0	-	647,332	33,013,912	9,386,308	9,386,308
2055	0	0	-	-	33,013,912	9,386,308	9,386,308
2056	0	0	-	660,278	33,674,190	9,574,034	9,574,034
2057	0	0	-	-	33,674,190	9,574,034	9,574,034
2058	0	0	-	673,484	34,347,674	9,765,515	9,765,515
2059	0	0	-	-	34,347,674	9,765,515	9,765,515
2060	0	0	-	686,953	35,034,628	9,960,825	9,960,825
2061	0	0	-	-	35,034,628	9,960,825	9,960,825
2062	0	0	-	700,693	35,735,320	10,160,042	10,160,042
Total			87,400	11,272,915			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Firelight Commercial Metropolitan District
Revenue**

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 50.000 Cap 50.000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2022	0	50.000	0	0	0	0	0
2023	0	50.000	0	0	0	(2,000)	(2,000)
2024	93,960	50.000	4,675	280	(70)	(2,000)	2,885
2025	1,147,210	50.000	57,074	3,424	(856)	(2,000)	57,642
2026	3,196,200	50.000	159,011	9,541	(2,385)	(2,000)	164,166
2027	7,113,649	50.000	353,904	21,234	(5,309)	(2,000)	367,830
2028	7,255,922	50.000	360,982	21,659	(5,415)	(2,000)	375,226
2029	7,255,922	50.000	360,982	21,659	(5,415)	(2,000)	375,226
2030	7,401,040	50.000	368,202	22,092	(5,523)	(2,000)	382,771
2031	7,401,040	50.000	368,202	22,092	(5,523)	(2,000)	382,771
2032	7,549,061	50.000	375,566	22,534	(5,633)	(2,000)	390,466
2033	7,549,061	50.000	375,566	22,534	(5,633)	(2,000)	390,466
2034	7,700,042	50.000	383,077	22,985	(5,746)	(2,000)	398,316
2035	7,700,042	50.000	383,077	22,985	(5,746)	(2,000)	398,316
2036	7,854,043	50.000	390,739	23,444	(5,861)	(2,000)	406,322
2037	7,854,043	50.000	390,739	23,444	(5,861)	(2,000)	406,322
2038	8,011,124	50.000	398,553	23,913	(5,978)	(2,000)	414,488
2039	8,011,124	50.000	398,553	23,913	(5,978)	(2,000)	414,488
2040	8,171,346	50.000	406,524	24,391	(6,098)	(2,000)	422,818
2041	8,171,346	50.000	406,524	24,391	(6,098)	(2,000)	422,818
2042	8,334,773	50.000	414,655	24,879	(6,220)	(2,000)	431,314
2043	8,334,773	50.000	414,655	24,879	(6,220)	(2,000)	431,314
2044	8,501,469	50.000	422,948	25,377	(6,344)	(2,000)	439,981
2045	8,501,469	50.000	422,948	25,377	(6,344)	(2,000)	439,981
2046	8,671,498	50.000	431,407	25,884	(6,471)	(2,000)	448,820
2047	8,671,498	50.000	431,407	25,884	(6,471)	(2,000)	448,820
2048	8,844,928	50.000	440,035	26,402	(6,601)	(2,000)	457,837
2049	8,844,928	50.000	440,035	26,402	(6,601)	(2,000)	457,837
2050	9,021,827	50.000	448,836	26,930	(6,733)	(2,000)	467,033
2051	9,021,827	50.000	448,836	26,930	(6,733)	(2,000)	467,033
2052	9,202,263	50.000	457,813	27,469	(6,867)	(2,000)	476,414
2053	9,202,263	50.000	457,813	27,469	(6,867)	(2,000)	476,414
2054	9,386,308	50.000	466,969	28,018	(7,005)	(2,000)	485,982
2055	9,386,308	50.000	466,969	28,018	(7,005)	(2,000)	485,982
2056	9,574,034	50.000	476,308	28,578	(7,145)	(2,000)	495,742
2057	9,574,034	50.000	476,308	28,578	(7,145)	(2,000)	495,742
2058	9,765,515	50.000	485,834	29,150	(7,288)	(2,000)	505,697
2059	9,765,515	50.000	485,834	29,150	(7,288)	(2,000)	505,697
2060	9,960,825	50.000	495,551	29,733	(7,433)	(2,000)	515,851
2061	9,960,825	50.000	495,551	29,733	(7,433)	(2,000)	515,851
2062	10,160,042	50.000	505,462	30,328	(7,582)	(2,000)	526,208
Total			15,528,124	931,687	(232,922)	(80,000)	16,146,890

Firelight Residential Metropolitan District
Assessed Value

	Vacant and Improved Land ¹		Residential				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 7.15%	Assessed Value in Collection Year 2 Year Lag
2022	1,359,000	0	-	-	0	0	0
2023	4,530,000	0	24	-	14,139,036	0	0
2024	4,530,000	394,110	80	848,342	63,060,101	0	394,110
2025	1,831,500	1,313,700	80	-	112,094,277	1,010,941	2,324,641
2026	0	1,313,700	35	6,725,657	139,041,174	4,508,797	5,822,497
2027	0	531,135	-	-	139,041,174	8,014,741	8,545,876
2028	0	0	-	8,342,470	147,383,644	9,941,444	9,941,444
2029	0	0	-	-	147,383,644	9,941,444	9,941,444
2030	0	0	-	8,843,019	156,226,663	10,537,931	10,537,931
2031	0	0	-	-	156,226,663	10,537,931	10,537,931
2032	0	0	-	9,373,600	165,600,263	11,170,206	11,170,206
2033	0	0	-	-	165,600,263	11,170,206	11,170,206
2034	0	0	-	9,936,016	175,536,279	11,840,419	11,840,419
2035	0	0	-	-	175,536,279	11,840,419	11,840,419
2036	0	0	-	10,532,177	186,068,455	12,550,844	12,550,844
2037	0	0	-	-	186,068,455	12,550,844	12,550,844
2038	0	0	-	11,164,107	197,232,563	13,303,895	13,303,895
2039	0	0	-	-	197,232,563	13,303,895	13,303,895
2040	0	0	-	11,833,954	209,066,516	14,102,128	14,102,128
2041	0	0	-	-	209,066,516	14,102,128	14,102,128
2042	0	0	-	12,543,991	221,610,507	14,948,256	14,948,256
2043	0	0	-	-	221,610,507	14,948,256	14,948,256
2044	0	0	-	13,296,630	234,907,138	15,845,151	15,845,151
2045	0	0	-	-	234,907,138	15,845,151	15,845,151
2046	0	0	-	14,094,428	249,001,566	16,795,860	16,795,860
2047	0	0	-	-	249,001,566	16,795,860	16,795,860
2048	0	0	-	14,940,094	263,941,660	17,803,612	17,803,612
2049	0	0	-	-	263,941,660	17,803,612	17,803,612
2050	0	0	-	15,836,500	279,778,160	18,871,829	18,871,829
2051	0	0	-	-	279,778,160	18,871,829	18,871,829
2052	0	0	-	16,786,690	296,564,849	20,004,138	20,004,138
2053	0	0	-	-	296,564,849	20,004,138	20,004,138
2054	0	0	-	17,793,891	314,358,740	21,204,387	21,204,387
2055	0	0	-	-	314,358,740	21,204,387	21,204,387
2056	0	0	-	18,861,524	333,220,265	22,476,650	22,476,650
2057	0	0	-	-	333,220,265	22,476,650	22,476,650
2058	0	0	-	19,993,216	353,213,481	23,825,249	23,825,249
2059	0	0	-	-	353,213,481	23,825,249	23,825,249
2060	0	0	-	21,192,809	374,406,289	25,254,764	25,254,764
2061	0	0	-	-	374,406,289	25,254,764	25,254,764
2062	0	0	-	22,464,377	396,870,667	26,770,050	26,770,050
Total			219	265,403,492			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Firelight Residential Metropolitan District
Revenue**

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 55.664 Cap 55.664 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2022	0	0.000	0	0	0	0	0
2023	0	55.664	0	0	0	(2,000)	(2,000)
2024	394,110	55.664	21,828	1,310	(327)	(2,000)	20,810
2025	2,324,641	55.664	128,752	7,725	(1,931)	(2,000)	132,546
2026	5,822,497	55.664	322,483	19,349	(4,837)	(2,000)	334,995
2027	8,545,876	55.664	473,319	28,399	(7,100)	(2,000)	492,619
2028	9,941,444	55.664	550,614	33,037	(8,259)	(2,000)	573,391
2029	9,941,444	55.664	550,614	33,037	(8,259)	(2,000)	573,391
2030	10,537,931	55.664	583,650	35,019	(8,755)	(2,000)	607,915
2031	10,537,931	55.664	583,650	35,019	(8,755)	(2,000)	607,915
2032	11,170,206	55.664	618,669	37,120	(9,280)	(2,000)	644,510
2033	11,170,206	55.664	618,669	37,120	(9,280)	(2,000)	644,510
2034	11,840,419	55.664	655,790	39,347	(9,837)	(2,000)	683,300
2035	11,840,419	55.664	655,790	39,347	(9,837)	(2,000)	683,300
2036	12,550,844	55.664	695,137	41,708	(10,427)	(2,000)	724,418
2037	12,550,844	55.664	695,137	41,708	(10,427)	(2,000)	724,418
2038	13,303,895	55.664	736,845	44,211	(11,053)	(2,000)	768,003
2039	13,303,895	55.664	736,845	44,211	(11,053)	(2,000)	768,003
2040	14,102,128	55.664	781,056	46,863	(11,716)	(2,000)	814,203
2041	14,102,128	55.664	781,056	46,863	(11,716)	(2,000)	814,203
2042	14,948,256	55.664	827,919	49,675	(12,419)	(2,000)	863,176
2043	14,948,256	55.664	827,919	49,675	(12,419)	(2,000)	863,176
2044	15,845,151	55.664	877,594	52,656	(13,164)	(2,000)	915,086
2045	15,845,151	55.664	877,594	52,656	(13,164)	(2,000)	915,086
2046	16,795,860	55.664	930,250	55,815	(13,954)	(2,000)	970,111
2047	16,795,860	55.664	930,250	55,815	(13,954)	(2,000)	970,111
2048	17,803,612	55.664	986,065	59,164	(14,791)	(2,000)	1,028,438
2049	17,803,612	55.664	986,065	59,164	(14,791)	(2,000)	1,028,438
2050	18,871,829	55.664	1,045,229	62,714	(15,678)	(2,000)	1,090,264
2051	18,871,829	55.664	1,045,229	62,714	(15,678)	(2,000)	1,090,264
2052	20,004,138	55.664	1,107,943	66,477	(16,619)	(2,000)	1,155,800
2053	20,004,138	55.664	1,107,943	66,477	(16,619)	(2,000)	1,155,800
2054	21,204,387	55.664	1,174,419	70,465	(17,616)	(2,000)	1,225,268
2055	21,204,387	55.664	1,174,419	70,465	(17,616)	(2,000)	1,225,268
2056	22,476,650	55.664	1,244,885	74,693	(18,673)	(2,000)	1,298,904
2057	22,476,650	55.664	1,244,885	74,693	(18,673)	(2,000)	1,298,904
2058	23,825,249	55.664	1,319,578	79,175	(19,794)	(2,000)	1,376,959
2059	23,825,249	55.664	1,319,578	79,175	(19,794)	(2,000)	1,376,959
2060	25,254,764	55.664	1,398,752	83,925	(20,981)	(2,000)	1,459,696
2061	25,254,764	55.664	1,398,752	83,925	(20,981)	(2,000)	1,459,696
2062	26,770,050	55.664	1,482,677	88,961	(22,240)	(2,000)	1,547,398
Total			33,497,852	2,009,871	(502,468)	(80,000)	34,925,255

**Firelight Commercial & Residential Metropolitan Districts
Debt Service**

	Total Revenue Available for Debt Service	Net Debt Service		Total	Surplus Fund				Ratio Analysis	
		Series 2022	Series 2032		Annual Surplus	Funds on Hand Used as a Source	Cumulative Balance \$3,310,000	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
		Dated: 12/1/2022	Dated: 12/1/2032							
		Par: \$16,550,000 Proj: \$12,040,500	Par: \$28,385,000 Proj: \$11,881,075							
2022	0	0		0	0		1,446,000	0	n/a	n/a
2023	0	0		0	0		1,446,000	0	n/a	n/a
2024	23,695	0		0	23,695		1,469,695	0	n/a	n/a
2025	190,188	0		0	190,188		1,659,883	0	n/a	3391%
2026	499,161	827,500		827,500	(328,339)		1,331,544	0	60%	477%
2027	860,448	857,500		857,500	2,948		1,334,492	0	100%	183%
2028	948,618	946,000		946,000	2,618		1,337,110	0	100%	105%
2029	948,618	945,000		945,000	3,618		1,340,727	0	100%	95%
2030	990,686	988,750		988,750	1,936		1,342,663	0	100%	94%
2031	990,686	990,000		990,000	686		1,343,348	0	100%	89%
2032	1,034,976	1,030,750	0	1,030,750	4,226	1,347,000	0	574	100%	158%
2033	1,034,976	Refunded	1,031,550	1,031,550	3,426		0	3,426	100%	151%
2034	1,081,616		1,081,150	1,081,150	466		0	466	100%	149%
2035	1,081,616		1,079,100	1,079,100	2,516		0	2,516	100%	142%
2036	1,130,740		1,126,900	1,126,900	3,840		0	3,840	100%	140%
2037	1,130,740		1,128,050	1,128,050	2,690		0	2,690	100%	133%
2038	1,182,492		1,178,900	1,178,900	3,592		0	3,592	100%	131%
2039	1,182,492		1,177,950	1,177,950	4,542		0	4,542	100%	124%
2040	1,237,022		1,236,700	1,236,700	322		0	322	100%	122%
2041	1,237,022		1,233,350	1,233,350	3,672		0	3,672	100%	114%
2042	1,294,490		1,289,700	1,289,700	4,790		0	4,790	100%	112%
2043	1,294,490		1,293,950	1,293,950	540		0	540	100%	105%
2044	1,355,067		1,352,600	1,352,600	2,467		0	2,467	100%	102%
2045	1,355,067		1,354,000	1,354,000	1,067		0	1,067	100%	95%
2046	1,418,932		1,414,800	1,414,800	4,132		0	4,132	100%	92%
2047	1,418,932		1,418,200	1,418,200	732		0	732	100%	85%
2048	1,486,275		1,485,850	1,485,850	425		0	425	100%	82%
2049	1,486,275		1,485,800	1,485,800	475		0	475	100%	75%
2050	1,557,298		1,555,000	1,555,000	2,298		0	2,298	100%	71%
2051	1,557,298		1,556,350	1,556,350	948		0	948	100%	65%
2052	1,632,214		1,631,800	1,631,800	414		0	414	100%	61%
2053	1,632,214		1,629,100	1,629,100	3,114		0	3,114	100%	54%
2054	1,711,251		1,710,500	1,710,500	751		0	751	100%	50%
2055	1,711,251		1,708,450	1,708,450	2,801		0	2,801	100%	44%
2056	1,794,646		1,790,350	1,790,350	4,296		0	4,296	100%	39%
2057	1,794,646		1,793,650	1,793,650	996		0	996	100%	33%
2058	1,882,656		1,880,600	1,880,600	2,056		0	2,056	100%	28%
2059	1,882,656		1,878,650	1,878,650	4,006		0	4,006	100%	22%
2060	1,975,547		1,975,350	1,975,350	197		0	197	100%	17%
2061	1,975,547		1,972,700	1,972,700	2,847		0	2,847	100%	11%
2062	2,073,606		2,069,550	2,069,550	4,056		0	4,056	100%	0%
Total	51,076,145	6,585,500	44,520,600	51,106,100	(29,955)	1,347,000		69,045		

1. Assumes \$1,446,000 Deposit to Surplus Fund at Closing

**Firelight Commercial Metropolitan District
Revenue**

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 10.000 Cap 10.000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2022	0	0.000	0	0	0	0
2023	0	10.000	0	0	0	0
2024	93,960	10.000	940	56	(14)	982
2025	1,147,210	10.000	11,472	685	(172)	11,985
2026	3,196,200	10.000	31,962	1,908	(479)	33,391
2027	7,113,649	10.000	71,136	4,247	(1,067)	74,316
2028	7,255,922	10.000	72,559	4,332	(1,088)	75,803
2029	7,255,922	10.000	72,559	4,332	(1,088)	75,803
2030	7,401,040	10.000	74,010	4,418	(1,110)	77,319
2031	7,401,040	10.000	74,010	4,418	(1,110)	77,319
2032	7,549,061	10.000	75,491	4,507	(1,132)	78,865
2033	7,549,061	10.000	75,491	4,507	(1,132)	78,865
2034	7,700,042	10.000	77,000	4,597	(1,155)	80,442
2035	7,700,042	10.000	77,000	4,597	(1,155)	80,442
2036	7,854,043	10.000	78,540	4,689	(1,178)	82,051
2037	7,854,043	10.000	78,540	4,689	(1,178)	82,051
2038	8,011,124	10.000	80,111	4,783	(1,202)	83,692
2039	8,011,124	10.000	80,111	4,783	(1,202)	83,692
2040	8,171,346	10.000	81,713	4,878	(1,226)	85,366
2041	8,171,346	10.000	81,713	4,878	(1,226)	85,366
2042	8,334,773	10.000	83,348	4,976	(1,250)	87,073
2043	8,334,773	10.000	83,348	4,976	(1,250)	87,073
2044	8,501,469	10.000	85,015	5,075	(1,275)	88,815
2045	8,501,469	10.000	85,015	5,075	(1,275)	88,815
2046	8,671,498	10.000	86,715	5,177	(1,301)	90,591
2047	8,671,498	10.000	86,715	5,177	(1,301)	90,591
2048	8,844,928	10.000	88,449	5,280	(1,327)	92,403
2049	8,844,928	10.000	88,449	5,280	(1,327)	92,403
2050	9,021,827	10.000	90,218	5,386	(1,353)	94,251
2051	9,021,827	10.000	90,218	5,386	(1,353)	94,251
2052	9,202,263	10.000	92,023	5,494	(1,380)	96,136
2053	9,202,263	10.000	92,023	5,494	(1,380)	96,136
2054	9,386,308	10.000	93,863	5,604	(1,408)	98,059
2055	9,386,308	10.000	93,863	5,604	(1,408)	98,059
2056	9,574,034	10.000	95,740	5,716	(1,436)	100,020
2057	9,574,034	10.000	95,740	5,716	(1,436)	100,020
2058	9,765,515	10.000	97,655	5,830	(1,465)	102,020
2059	9,765,515	10.000	97,655	5,830	(1,465)	102,020
2060	9,960,825	10.000	99,608	5,947	(1,494)	104,061
2061	9,960,825	10.000	99,608	5,947	(1,494)	104,061
2062	10,160,042	10.000	101,600	6,066	(1,524)	106,142
Total			3,121,231	186,337	(46,818)	3,260,750

Firelight Residential Metropolitan District
Revenue

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 11.132 Cap 11.132 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2022	0	0.000	0	0	0	0
2023	0	11.132	0	0	0	0
2024	394,110	11.132	4,387	262	(66)	4,583
2025	2,324,641	11.132	25,878	1,545	(388)	27,035
2026	5,822,497	11.132	64,816	3,870	(972)	67,713
2027	8,545,876	11.132	95,133	5,679	(1,427)	99,385
2028	9,941,444	11.132	110,668	6,607	(1,660)	115,615
2029	9,941,444	11.132	110,668	6,607	(1,660)	115,615
2030	10,537,931	11.132	117,308	7,003	(1,760)	122,552
2031	10,537,931	11.132	117,308	7,003	(1,760)	122,552
2032	11,170,206	11.132	124,347	7,424	(1,865)	129,905
2033	11,170,206	11.132	124,347	7,424	(1,865)	129,905
2034	11,840,419	11.132	131,808	7,869	(1,977)	137,699
2035	11,840,419	11.132	131,808	7,869	(1,977)	137,699
2036	12,550,844	11.132	139,716	8,341	(2,096)	145,961
2037	12,550,844	11.132	139,716	8,341	(2,096)	145,961
2038	13,303,895	11.132	148,099	8,842	(2,221)	154,719
2039	13,303,895	11.132	148,099	8,842	(2,221)	154,719
2040	14,102,128	11.132	156,985	9,372	(2,355)	164,002
2041	14,102,128	11.132	156,985	9,372	(2,355)	164,002
2042	14,948,256	11.132	166,404	9,934	(2,496)	173,842
2043	14,948,256	11.132	166,404	9,934	(2,496)	173,842
2044	15,845,151	11.132	176,388	10,530	(2,646)	184,273
2045	15,845,151	11.132	176,388	10,530	(2,646)	184,273
2046	16,795,860	11.132	186,972	11,162	(2,805)	195,329
2047	16,795,860	11.132	186,972	11,162	(2,805)	195,329
2048	17,803,612	11.132	198,190	11,832	(2,973)	207,049
2049	17,803,612	11.132	198,190	11,832	(2,973)	207,049
2050	18,871,829	11.132	210,081	12,542	(3,151)	219,472
2051	18,871,829	11.132	210,081	12,542	(3,151)	219,472
2052	20,004,138	11.132	222,686	13,294	(3,340)	232,640
2053	20,004,138	11.132	222,686	13,294	(3,340)	232,640
2054	21,204,387	11.132	236,047	14,092	(3,541)	246,599
2055	21,204,387	11.132	236,047	14,092	(3,541)	246,599
2056	22,476,650	11.132	250,210	14,938	(3,753)	261,394
2057	22,476,650	11.132	250,210	14,938	(3,753)	261,394
2058	23,825,249	11.132	265,223	15,834	(3,978)	277,078
2059	23,825,249	11.132	265,223	15,834	(3,978)	277,078
2060	25,254,764	11.132	281,136	16,784	(4,217)	293,703
2061	25,254,764	11.132	281,136	16,784	(4,217)	293,703
2062	26,770,050	11.132	298,004	17,791	(4,470)	311,325
Total			6,732,753	401,945	(100,991)	7,033,707

SOURCES AND USES OF FUNDS

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2022 Service Plan

|               |            |
|---------------|------------|
| Dated Date    | 12/01/2022 |
| Delivery Date | 12/01/2022 |

##### Sources:

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 16,550,000.00 |
|                | <hr/>         |
|                | 16,550,000.00 |
|                | <hr/>         |

##### Uses:

|                           |               |
|---------------------------|---------------|
| Project Fund Deposits:    |               |
| Project Fund              | 12,040,500.00 |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 2,482,500.00  |
| Surplus Deposit           | <hr/>         |
|                           | 1,446,000.00  |
|                           | 3,928,500.00  |
| Cost of Issuance:         |               |
| Other Cost of Issuance    | 250,000.00    |
| Delivery Date Expenses:   |               |
| Underwriter's Discount    | 331,000.00    |
|                           | <hr/>         |
|                           | 16,550,000.00 |
|                           | <hr/>         |

## BOND SUMMARY STATISTICS

### FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2022 Service Plan

Dated Date	12/01/2022
Delivery Date	12/01/2022
Last Maturity	12/01/2052
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.155063%
Net Interest Cost (NIC)	5.088850%
All-In TIC	5.275258%
Average Coupon	5.000000%
Average Life (years)	22.510
Duration of Issue (years)	13.304
Par Amount	16,550,000.00
Bond Proceeds	16,550,000.00
Total Interest	18,627,000.00
Net Interest	18,958,000.00
Total Debt Service	35,177,000.00
Maximum Annual Debt Service	1,627,500.00
Average Annual Debt Service	1,172,566.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond Due 2052	16,550,000.00	100.000	5.000%	22.510
	16,550,000.00			22.510

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	16,550,000.00	16,550,000.00	16,550,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(331,000.00)	(331,000.00)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	16,219,000.00	15,969,000.00	16,550,000.00
Target Date	12/01/2022	12/01/2022	12/01/2022
Yield	5.155063%	5.275258%	5.000000%

BOND PRICING

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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**GENERAL OBLIGATION BONDS, SERIES 2022**  
**Service Plan**

| <i>Bond Component</i> | <i>Maturity<br/>Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|--------------------------|---------------|-------------|--------------|--------------|
| Term Bond Due 2052:   |                          |               |             |              |              |
|                       | 12/01/2023               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2024               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2025               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2026               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2027               | 30,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2028               | 120,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2029               | 125,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2030               | 175,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2031               | 185,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2032               | 235,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2033               | 250,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2034               | 305,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2035               | 325,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2036               | 390,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2037               | 410,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2038               | 480,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2039               | 505,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2040               | 585,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2041               | 615,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2042               | 700,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2043               | 735,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2044               | 835,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2045               | 875,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2046               | 985,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2047               | 1,030,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2048               | 1,150,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2049               | 1,210,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2050               | 1,340,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2051               | 1,405,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2052               | 1,550,000     | 5.000%      | 5.000%       | 100.000      |
|                       |                          | 16,550,000    |             |              |              |

|                         |               |             |
|-------------------------|---------------|-------------|
| Dated Date              | 12/01/2022    |             |
| Delivery Date           | 12/01/2022    |             |
| First Coupon            | 06/01/2023    |             |
| Par Amount              | 16,550,000.00 |             |
| Original Issue Discount |               |             |
| Production              | 16,550,000.00 | 100.000000% |
| Underwriter's Discount  | (331,000.00)  | (2.000000%) |
| Purchase Price          | 16,219,000.00 | 98.000000%  |
| Accrued Interest        |               |             |
| Net Proceeds            | 16,219,000.00 |             |



## NET DEBT SERVICE

### FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2022 Service Plan

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Capitalized Interest Fund</i>	<i>Net Debt Service</i>
12/01/2023			827,500	827,500	827,500	
12/01/2024			827,500	827,500	827,500	
12/01/2025			827,500	827,500	827,500	
12/01/2026			827,500	827,500		827,500
12/01/2027	30,000	5.000%	827,500	857,500		857,500
12/01/2028	120,000	5.000%	826,000	946,000		946,000
12/01/2029	125,000	5.000%	820,000	945,000		945,000
12/01/2030	175,000	5.000%	813,750	988,750		988,750
12/01/2031	185,000	5.000%	805,000	990,000		990,000
12/01/2032	235,000	5.000%	795,750	1,030,750		1,030,750
12/01/2033	250,000	5.000%	784,000	1,034,000		1,034,000
12/01/2034	305,000	5.000%	771,500	1,076,500		1,076,500
12/01/2035	325,000	5.000%	756,250	1,081,250		1,081,250
12/01/2036	390,000	5.000%	740,000	1,130,000		1,130,000
12/01/2037	410,000	5.000%	720,500	1,130,500		1,130,500
12/01/2038	480,000	5.000%	700,000	1,180,000		1,180,000
12/01/2039	505,000	5.000%	676,000	1,181,000		1,181,000
12/01/2040	585,000	5.000%	650,750	1,235,750		1,235,750
12/01/2041	615,000	5.000%	621,500	1,236,500		1,236,500
12/01/2042	700,000	5.000%	590,750	1,290,750		1,290,750
12/01/2043	735,000	5.000%	555,750	1,290,750		1,290,750
12/01/2044	835,000	5.000%	519,000	1,354,000		1,354,000
12/01/2045	875,000	5.000%	477,250	1,352,250		1,352,250
12/01/2046	985,000	5.000%	433,500	1,418,500		1,418,500
12/01/2047	1,030,000	5.000%	384,250	1,414,250		1,414,250
12/01/2048	1,150,000	5.000%	332,750	1,482,750		1,482,750
12/01/2049	1,210,000	5.000%	275,250	1,485,250		1,485,250
12/01/2050	1,340,000	5.000%	214,750	1,554,750		1,554,750
12/01/2051	1,405,000	5.000%	147,750	1,552,750		1,552,750
12/01/2052	1,550,000	5.000%	77,500	1,627,500		1,627,500
	16,550,000		18,627,000	35,177,000	2,482,500	32,694,500

BOND DEBT SERVICE

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2022 Service Plan

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt<br/>Service</i> | <i>Annual<br/>Debt<br/>Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------|------------------------------------|
| 06/01/2023               |                  |               | 413,750         | 413,750                 |                                    |
| 12/01/2023               |                  |               | 413,750         | 413,750                 | 827,500                            |
| 06/01/2024               |                  |               | 413,750         | 413,750                 |                                    |
| 12/01/2024               |                  |               | 413,750         | 413,750                 | 827,500                            |
| 06/01/2025               |                  |               | 413,750         | 413,750                 |                                    |
| 12/01/2025               |                  |               | 413,750         | 413,750                 | 827,500                            |
| 06/01/2026               |                  |               | 413,750         | 413,750                 |                                    |
| 12/01/2026               |                  |               | 413,750         | 413,750                 | 827,500                            |
| 06/01/2027               |                  |               | 413,750         | 413,750                 |                                    |
| 12/01/2027               | 30,000           | 5.000%        | 413,750         | 443,750                 | 857,500                            |
| 06/01/2028               |                  |               | 413,000         | 413,000                 |                                    |
| 12/01/2028               | 120,000          | 5.000%        | 413,000         | 533,000                 | 946,000                            |
| 06/01/2029               |                  |               | 410,000         | 410,000                 |                                    |
| 12/01/2029               | 125,000          | 5.000%        | 410,000         | 535,000                 | 945,000                            |
| 06/01/2030               |                  |               | 406,875         | 406,875                 |                                    |
| 12/01/2030               | 175,000          | 5.000%        | 406,875         | 581,875                 | 988,750                            |
| 06/01/2031               |                  |               | 402,500         | 402,500                 |                                    |
| 12/01/2031               | 185,000          | 5.000%        | 402,500         | 587,500                 | 990,000                            |
| 06/01/2032               |                  |               | 397,875         | 397,875                 |                                    |
| 12/01/2032               | 235,000          | 5.000%        | 397,875         | 632,875                 | 1,030,750                          |
| 06/01/2033               |                  |               | 392,000         | 392,000                 |                                    |
| 12/01/2033               | 250,000          | 5.000%        | 392,000         | 642,000                 | 1,034,000                          |
| 06/01/2034               |                  |               | 385,750         | 385,750                 |                                    |
| 12/01/2034               | 305,000          | 5.000%        | 385,750         | 690,750                 | 1,076,500                          |
| 06/01/2035               |                  |               | 378,125         | 378,125                 |                                    |
| 12/01/2035               | 325,000          | 5.000%        | 378,125         | 703,125                 | 1,081,250                          |
| 06/01/2036               |                  |               | 370,000         | 370,000                 |                                    |
| 12/01/2036               | 390,000          | 5.000%        | 370,000         | 760,000                 | 1,130,000                          |
| 06/01/2037               |                  |               | 360,250         | 360,250                 |                                    |
| 12/01/2037               | 410,000          | 5.000%        | 360,250         | 770,250                 | 1,130,500                          |
| 06/01/2038               |                  |               | 350,000         | 350,000                 |                                    |
| 12/01/2038               | 480,000          | 5.000%        | 350,000         | 830,000                 | 1,180,000                          |
| 06/01/2039               |                  |               | 338,000         | 338,000                 |                                    |
| 12/01/2039               | 505,000          | 5.000%        | 338,000         | 843,000                 | 1,181,000                          |
| 06/01/2040               |                  |               | 325,375         | 325,375                 |                                    |
| 12/01/2040               | 585,000          | 5.000%        | 325,375         | 910,375                 | 1,235,750                          |
| 06/01/2041               |                  |               | 310,750         | 310,750                 |                                    |
| 12/01/2041               | 615,000          | 5.000%        | 310,750         | 925,750                 | 1,236,500                          |
| 06/01/2042               |                  |               | 295,375         | 295,375                 |                                    |
| 12/01/2042               | 700,000          | 5.000%        | 295,375         | 995,375                 | 1,290,750                          |
| 06/01/2043               |                  |               | 277,875         | 277,875                 |                                    |
| 12/01/2043               | 735,000          | 5.000%        | 277,875         | 1,012,875               | 1,290,750                          |
| 06/01/2044               |                  |               | 259,500         | 259,500                 |                                    |
| 12/01/2044               | 835,000          | 5.000%        | 259,500         | 1,094,500               | 1,354,000                          |
| 06/01/2045               |                  |               | 238,625         | 238,625                 |                                    |
| 12/01/2045               | 875,000          | 5.000%        | 238,625         | 1,113,625               | 1,352,250                          |
| 06/01/2046               |                  |               | 216,750         | 216,750                 |                                    |
| 12/01/2046               | 985,000          | 5.000%        | 216,750         | 1,201,750               | 1,418,500                          |
| 06/01/2047               |                  |               | 192,125         | 192,125                 |                                    |
| 12/01/2047               | 1,030,000        | 5.000%        | 192,125         | 1,222,125               | 1,414,250                          |
| 06/01/2048               |                  |               | 166,375         | 166,375                 |                                    |
| 12/01/2048               | 1,150,000        | 5.000%        | 166,375         | 1,316,375               | 1,482,750                          |
| 06/01/2049               |                  |               | 137,625         | 137,625                 |                                    |
| 12/01/2049               | 1,210,000        | 5.000%        | 137,625         | 1,347,625               | 1,485,250                          |
| 06/01/2050               |                  |               | 107,375         | 107,375                 |                                    |
| 12/01/2050               | 1,340,000        | 5.000%        | 107,375         | 1,447,375               | 1,554,750                          |
| 06/01/2051               |                  |               | 73,875          | 73,875                  |                                    |
| 12/01/2051               | 1,405,000        | 5.000%        | 73,875          | 1,478,875               | 1,552,750                          |
| 06/01/2052               |                  |               | 38,750          | 38,750                  |                                    |
| 12/01/2052               | 1,550,000        | 5.000%        | 38,750          | 1,588,750               | 1,627,500                          |
|                          | 16,550,000       |               | 18,627,000      | 35,177,000              | 35,177,000                         |

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## CALL PROVISIONS

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS  
Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2022
Service Plan

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2027	103.00
12/01/2028	102.00
12/01/2029	101.00
12/01/2030	100.00

BOND SOLUTION

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2022 Service Plan

| <i>Period<br/>Ending</i> | <i>Proposed<br/>Principal</i> | <i>Proposed<br/>Debt Service</i> | <i>Debt Service<br/>Adjustments</i> | <i>Total Adj<br/>Debt Service</i> | <i>Revenue<br/>Constraints</i> | <i>Unused<br/>Revenues</i> | <i>Debt Service<br/>Coverage</i> |
|--------------------------|-------------------------------|----------------------------------|-------------------------------------|-----------------------------------|--------------------------------|----------------------------|----------------------------------|
| 12/01/2023               |                               | 827,500                          | (827,500)                           |                                   |                                |                            |                                  |
| 12/01/2024               |                               | 827,500                          | (827,500)                           |                                   | 23,695                         | 23,695                     |                                  |
| 12/01/2025               |                               | 827,500                          | (827,500)                           |                                   | 190,188                        | 190,188                    |                                  |
| 12/01/2026               |                               | 827,500                          |                                     | 827,500                           | 499,161                        | (328,339)                  | 60.32%                           |
| 12/01/2027               | 30,000                        | 857,500                          |                                     | 857,500                           | 860,448                        | 2,948                      | 100.34%                          |
| 12/01/2028               | 120,000                       | 946,000                          |                                     | 946,000                           | 948,618                        | 2,618                      | 100.28%                          |
| 12/01/2029               | 125,000                       | 945,000                          |                                     | 945,000                           | 948,618                        | 3,618                      | 100.38%                          |
| 12/01/2030               | 175,000                       | 988,750                          |                                     | 988,750                           | 990,686                        | 1,936                      | 100.20%                          |
| 12/01/2031               | 185,000                       | 990,000                          |                                     | 990,000                           | 990,686                        | 686                        | 100.07%                          |
| 12/01/2032               | 235,000                       | 1,030,750                        |                                     | 1,030,750                         | 1,034,976                      | 4,226                      | 100.41%                          |
| 12/01/2033               | 250,000                       | 1,034,000                        |                                     | 1,034,000                         | 1,034,976                      | 976                        | 100.09%                          |
| 12/01/2034               | 305,000                       | 1,076,500                        |                                     | 1,076,500                         | 1,081,616                      | 5,116                      | 100.48%                          |
| 12/01/2035               | 325,000                       | 1,081,250                        |                                     | 1,081,250                         | 1,081,616                      | 366                        | 100.03%                          |
| 12/01/2036               | 390,000                       | 1,130,000                        |                                     | 1,130,000                         | 1,130,740                      | 740                        | 100.07%                          |
| 12/01/2037               | 410,000                       | 1,130,500                        |                                     | 1,130,500                         | 1,130,740                      | 240                        | 100.02%                          |
| 12/01/2038               | 480,000                       | 1,180,000                        |                                     | 1,180,000                         | 1,182,492                      | 2,492                      | 100.21%                          |
| 12/01/2039               | 505,000                       | 1,181,000                        |                                     | 1,181,000                         | 1,182,492                      | 1,492                      | 100.13%                          |
| 12/01/2040               | 585,000                       | 1,235,750                        |                                     | 1,235,750                         | 1,237,022                      | 1,272                      | 100.10%                          |
| 12/01/2041               | 615,000                       | 1,236,500                        |                                     | 1,236,500                         | 1,237,022                      | 522                        | 100.04%                          |
| 12/01/2042               | 700,000                       | 1,290,750                        |                                     | 1,290,750                         | 1,294,490                      | 3,740                      | 100.29%                          |
| 12/01/2043               | 735,000                       | 1,290,750                        |                                     | 1,290,750                         | 1,294,490                      | 3,740                      | 100.29%                          |
| 12/01/2044               | 835,000                       | 1,354,000                        |                                     | 1,354,000                         | 1,355,067                      | 1,067                      | 100.08%                          |
| 12/01/2045               | 875,000                       | 1,352,250                        |                                     | 1,352,250                         | 1,355,067                      | 2,817                      | 100.21%                          |
| 12/01/2046               | 985,000                       | 1,418,500                        |                                     | 1,418,500                         | 1,418,932                      | 432                        | 100.03%                          |
| 12/01/2047               | 1,030,000                     | 1,414,250                        |                                     | 1,414,250                         | 1,418,932                      | 4,682                      | 100.33%                          |
| 12/01/2048               | 1,150,000                     | 1,482,750                        |                                     | 1,482,750                         | 1,486,275                      | 3,525                      | 100.24%                          |
| 12/01/2049               | 1,210,000                     | 1,485,250                        |                                     | 1,485,250                         | 1,486,275                      | 1,025                      | 100.07%                          |
| 12/01/2050               | 1,340,000                     | 1,554,750                        |                                     | 1,554,750                         | 1,557,298                      | 2,548                      | 100.16%                          |
| 12/01/2051               | 1,405,000                     | 1,552,750                        |                                     | 1,552,750                         | 1,557,298                      | 4,548                      | 100.29%                          |
| 12/01/2052               | 1,550,000                     | 1,627,500                        |                                     | 1,627,500                         | 1,632,214                      | 4,714                      | 100.29%                          |
|                          | 16,550,000                    | 35,177,000                       | (2,482,500)                         | 32,694,500                        | 32,642,125                     | (52,375)                   |                                  |



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## SOURCES AND USES OF FUNDS

### FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

Dated Date	12/01/2032
Delivery Date	12/01/2032

Sources:

Bond Proceeds:	
Par Amount	28,385,000.00
Other Sources of Funds:	
Series 2022 Surplus Fund	1,347,000.00
	29,732,000.00

Uses:

Project Fund Deposits:	
Project Fund	11,881,075.00
Refunding Escrow Deposits:	
Cash Deposit	15,680,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	1,829,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	141,925.00
	29,732,000.00

BOND SUMMARY STATISTICS

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

|                                 |               |
|---------------------------------|---------------|
| Dated Date                      | 12/01/2032    |
| Delivery Date                   | 12/01/2032    |
| Last Maturity                   | 12/01/2062    |
| Arbitrage Yield                 | 3.000000%     |
| True Interest Cost (TIC)        | 3.033325%     |
| Net Interest Cost (NIC)         | 3.023701%     |
| All-In TIC                      | 3.080679%     |
| Average Coupon                  | 3.000000%     |
| Average Life (years)            | 21.096        |
| Duration of Issue (years)       | 15.255        |
| Par Amount                      | 28,385,000.00 |
| Bond Proceeds                   | 28,385,000.00 |
| Total Interest                  | 17,964,600.00 |
| Net Interest                    | 18,106,525.00 |
| Total Debt Service              | 46,349,600.00 |
| Maximum Annual Debt Service     | 3,898,550.00  |
| Average Annual Debt Service     | 1,544,986.67  |
| Underwriter's Fees (per \$1000) |               |
| Average Takedown                |               |
| Other Fee                       | 5.000000      |
| Total Underwriter's Discount    | 5.000000      |
| Bid Price                       | 99.500000     |

| <i>Bond Component</i> | <i>Par Value</i> | <i>Price</i> | <i>Average Coupon</i> | <i>Average Life</i> |
|-----------------------|------------------|--------------|-----------------------|---------------------|
| Term Bond due 2062    | 28,385,000.00    | 100.000      | 3.000%                | 21.096              |
|                       | 28,385,000.00    |              |                       | 21.096              |

|                            | <i>TIC</i>    | <i>All-In TIC</i> | <i>Arbitrage Yield</i> |
|----------------------------|---------------|-------------------|------------------------|
| Par Value                  | 28,385,000.00 | 28,385,000.00     | 28,385,000.00          |
| + Accrued Interest         |               |                   |                        |
| + Premium (Discount)       |               |                   |                        |
| - Underwriter's Discount   | (141,925.00)  | (141,925.00)      |                        |
| - Cost of Issuance Expense |               | (200,000.00)      |                        |
| - Other Amounts            |               |                   |                        |
| Target Value               | 28,243,075.00 | 28,043,075.00     | 28,385,000.00          |
| Target Date                | 12/01/2032    | 12/01/2032        | 12/01/2032             |
| Yield                      | 3.033325%     | 3.080679%         | 3.000000%              |

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## BOND PRICING

### FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond due 2062:					
	12/01/2033	180,000	3.000%	3.000%	100.000
	12/01/2034	235,000	3.000%	3.000%	100.000
	12/01/2035	240,000	3.000%	3.000%	100.000
	12/01/2036	295,000	3.000%	3.000%	100.000
	12/01/2037	305,000	3.000%	3.000%	100.000
	12/01/2038	365,000	3.000%	3.000%	100.000
	12/01/2039	375,000	3.000%	3.000%	100.000
	12/01/2040	445,000	3.000%	3.000%	100.000
	12/01/2041	455,000	3.000%	3.000%	100.000
	12/01/2042	525,000	3.000%	3.000%	100.000
	12/01/2043	545,000	3.000%	3.000%	100.000
	12/01/2044	620,000	3.000%	3.000%	100.000
	12/01/2045	640,000	3.000%	3.000%	100.000
	12/01/2046	720,000	3.000%	3.000%	100.000
	12/01/2047	745,000	3.000%	3.000%	100.000
	12/01/2048	835,000	3.000%	3.000%	100.000
	12/01/2049	860,000	3.000%	3.000%	100.000
	12/01/2050	955,000	3.000%	3.000%	100.000
	12/01/2051	985,000	3.000%	3.000%	100.000
	12/01/2052	1,090,000	3.000%	3.000%	100.000
	12/01/2053	1,120,000	3.000%	3.000%	100.000
	12/01/2054	1,235,000	3.000%	3.000%	100.000
	12/01/2055	1,270,000	3.000%	3.000%	100.000
	12/01/2056	1,390,000	3.000%	3.000%	100.000
	12/01/2057	1,435,000	3.000%	3.000%	100.000
	12/01/2058	1,565,000	3.000%	3.000%	100.000
	12/01/2059	1,610,000	3.000%	3.000%	100.000
	12/01/2060	1,755,000	3.000%	3.000%	100.000
	12/01/2061	1,805,000	3.000%	3.000%	100.000
	12/01/2062	3,785,000	3.000%	3.000%	100.000
		28,385,000			

Dated Date	12/01/2032	
Delivery Date	12/01/2032	
First Coupon	06/01/2033	
Par Amount	28,385,000.00	
Original Issue Discount		
Production	28,385,000.00	100.000000%
Underwriter's Discount	(141,925.00)	(0.500000%)
Purchase Price	28,243,075.00	99.500000%
Accrued Interest		
Net Proceeds	28,243,075.00	

NET DEBT SERVICE

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total Debt Service</i> | <i>Debt Service<br/>Reserve Fund</i> | <i>Net<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|---------------------------|--------------------------------------|-----------------------------|
| 12/01/2033               | 180,000          | 3.000%        | 851,550         | 1,031,550                 |                                      | 1,031,550                   |
| 12/01/2034               | 235,000          | 3.000%        | 846,150         | 1,081,150                 |                                      | 1,081,150                   |
| 12/01/2035               | 240,000          | 3.000%        | 839,100         | 1,079,100                 |                                      | 1,079,100                   |
| 12/01/2036               | 295,000          | 3.000%        | 831,900         | 1,126,900                 |                                      | 1,126,900                   |
| 12/01/2037               | 305,000          | 3.000%        | 823,050         | 1,128,050                 |                                      | 1,128,050                   |
| 12/01/2038               | 365,000          | 3.000%        | 813,900         | 1,178,900                 |                                      | 1,178,900                   |
| 12/01/2039               | 375,000          | 3.000%        | 802,950         | 1,177,950                 |                                      | 1,177,950                   |
| 12/01/2040               | 445,000          | 3.000%        | 791,700         | 1,236,700                 |                                      | 1,236,700                   |
| 12/01/2041               | 455,000          | 3.000%        | 778,350         | 1,233,350                 |                                      | 1,233,350                   |
| 12/01/2042               | 525,000          | 3.000%        | 764,700         | 1,289,700                 |                                      | 1,289,700                   |
| 12/01/2043               | 545,000          | 3.000%        | 748,950         | 1,293,950                 |                                      | 1,293,950                   |
| 12/01/2044               | 620,000          | 3.000%        | 732,600         | 1,352,600                 |                                      | 1,352,600                   |
| 12/01/2045               | 640,000          | 3.000%        | 714,000         | 1,354,000                 |                                      | 1,354,000                   |
| 12/01/2046               | 720,000          | 3.000%        | 694,800         | 1,414,800                 |                                      | 1,414,800                   |
| 12/01/2047               | 745,000          | 3.000%        | 673,200         | 1,418,200                 |                                      | 1,418,200                   |
| 12/01/2048               | 835,000          | 3.000%        | 650,850         | 1,485,850                 |                                      | 1,485,850                   |
| 12/01/2049               | 860,000          | 3.000%        | 625,800         | 1,485,800                 |                                      | 1,485,800                   |
| 12/01/2050               | 955,000          | 3.000%        | 600,000         | 1,555,000                 |                                      | 1,555,000                   |
| 12/01/2051               | 985,000          | 3.000%        | 571,350         | 1,556,350                 |                                      | 1,556,350                   |
| 12/01/2052               | 1,090,000        | 3.000%        | 541,800         | 1,631,800                 |                                      | 1,631,800                   |
| 12/01/2053               | 1,120,000        | 3.000%        | 509,100         | 1,629,100                 |                                      | 1,629,100                   |
| 12/01/2054               | 1,235,000        | 3.000%        | 475,500         | 1,710,500                 |                                      | 1,710,500                   |
| 12/01/2055               | 1,270,000        | 3.000%        | 438,450         | 1,708,450                 |                                      | 1,708,450                   |
| 12/01/2056               | 1,390,000        | 3.000%        | 400,350         | 1,790,350                 |                                      | 1,790,350                   |
| 12/01/2057               | 1,435,000        | 3.000%        | 358,650         | 1,793,650                 |                                      | 1,793,650                   |
| 12/01/2058               | 1,565,000        | 3.000%        | 315,600         | 1,880,600                 |                                      | 1,880,600                   |
| 12/01/2059               | 1,610,000        | 3.000%        | 268,650         | 1,878,650                 |                                      | 1,878,650                   |
| 12/01/2060               | 1,755,000        | 3.000%        | 220,350         | 1,975,350                 |                                      | 1,975,350                   |
| 12/01/2061               | 1,805,000        | 3.000%        | 167,700         | 1,972,700                 |                                      | 1,972,700                   |
| 12/01/2062               | 3,785,000        | 3.000%        | 113,550         | 3,898,550                 | 1,829,000                            | 2,069,550                   |
|                          | 28,385,000       |               | 17,964,600      | 46,349,600                | 1,829,000                            | 44,520,600                  |



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## BOND DEBT SERVICE

### FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2033			425,775	425,775	
12/01/2033	180,000	3.000%	425,775	605,775	1,031,550
06/01/2034			423,075	423,075	
12/01/2034	235,000	3.000%	423,075	658,075	1,081,150
06/01/2035			419,550	419,550	
12/01/2035	240,000	3.000%	419,550	659,550	1,079,100
06/01/2036			415,950	415,950	
12/01/2036	295,000	3.000%	415,950	710,950	1,126,900
06/01/2037			411,525	411,525	
12/01/2037	305,000	3.000%	411,525	716,525	1,128,050
06/01/2038			406,950	406,950	
12/01/2038	365,000	3.000%	406,950	771,950	1,178,900
06/01/2039			401,475	401,475	
12/01/2039	375,000	3.000%	401,475	776,475	1,177,950
06/01/2040			395,850	395,850	
12/01/2040	445,000	3.000%	395,850	840,850	1,236,700
06/01/2041			389,175	389,175	
12/01/2041	455,000	3.000%	389,175	844,175	1,233,350
06/01/2042			382,350	382,350	
12/01/2042	525,000	3.000%	382,350	907,350	1,289,700
06/01/2043			374,475	374,475	
12/01/2043	545,000	3.000%	374,475	919,475	1,293,950
06/01/2044			366,300	366,300	
12/01/2044	620,000	3.000%	366,300	986,300	1,352,600
06/01/2045			357,000	357,000	
12/01/2045	640,000	3.000%	357,000	997,000	1,354,000
06/01/2046			347,400	347,400	
12/01/2046	720,000	3.000%	347,400	1,067,400	1,414,800
06/01/2047			336,600	336,600	
12/01/2047	745,000	3.000%	336,600	1,081,600	1,418,200
06/01/2048			325,425	325,425	
12/01/2048	835,000	3.000%	325,425	1,160,425	1,485,850
06/01/2049			312,900	312,900	
12/01/2049	860,000	3.000%	312,900	1,172,900	1,485,800
06/01/2050			300,000	300,000	
12/01/2050	955,000	3.000%	300,000	1,255,000	1,555,000
06/01/2051			285,675	285,675	
12/01/2051	985,000	3.000%	285,675	1,270,675	1,556,350
06/01/2052			270,900	270,900	
12/01/2052	1,090,000	3.000%	270,900	1,360,900	1,631,800
06/01/2053			254,550	254,550	
12/01/2053	1,120,000	3.000%	254,550	1,374,550	1,629,100
06/01/2054			237,750	237,750	
12/01/2054	1,235,000	3.000%	237,750	1,472,750	1,710,500
06/01/2055			219,225	219,225	
12/01/2055	1,270,000	3.000%	219,225	1,489,225	1,708,450
06/01/2056			200,175	200,175	
12/01/2056	1,390,000	3.000%	200,175	1,590,175	1,790,350
06/01/2057			179,325	179,325	
12/01/2057	1,435,000	3.000%	179,325	1,614,325	1,793,650
06/01/2058			157,800	157,800	
12/01/2058	1,565,000	3.000%	157,800	1,722,800	1,880,600
06/01/2059			134,325	134,325	
12/01/2059	1,610,000	3.000%	134,325	1,744,325	1,878,650
06/01/2060			110,175	110,175	
12/01/2060	1,755,000	3.000%	110,175	1,865,175	1,975,350
06/01/2061			83,850	83,850	
12/01/2061	1,805,000	3.000%	83,850	1,888,850	1,972,700
06/01/2062			56,775	56,775	
12/01/2062	3,785,000	3.000%	56,775	3,841,775	3,898,550
	28,385,000		17,964,600	46,349,600	46,349,600

CALL PROVISIONS

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS
Weld County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

Call Table: CALL

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 12/01/2042       | 100.00            |

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## SUMMARY OF BONDS REFUNDED

### FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
Series 22 - Current Interest Bonds, 22CIB, TERM52:					
	12/01/2033	5.000%	250,000	12/01/2032	100.000
	12/01/2034	5.000%	305,000	12/01/2032	100.000
	12/01/2035	5.000%	325,000	12/01/2032	100.000
	12/01/2036	5.000%	390,000	12/01/2032	100.000
	12/01/2037	5.000%	410,000	12/01/2032	100.000
	12/01/2038	5.000%	480,000	12/01/2032	100.000
	12/01/2039	5.000%	505,000	12/01/2032	100.000
	12/01/2040	5.000%	585,000	12/01/2032	100.000
	12/01/2041	5.000%	615,000	12/01/2032	100.000
	12/01/2042	5.000%	700,000	12/01/2032	100.000
	12/01/2043	5.000%	735,000	12/01/2032	100.000
	12/01/2044	5.000%	835,000	12/01/2032	100.000
	12/01/2045	5.000%	875,000	12/01/2032	100.000
	12/01/2046	5.000%	985,000	12/01/2032	100.000
	12/01/2047	5.000%	1,030,000	12/01/2032	100.000
	12/01/2048	5.000%	1,150,000	12/01/2032	100.000
	12/01/2049	5.000%	1,210,000	12/01/2032	100.000
	12/01/2050	5.000%	1,340,000	12/01/2032	100.000
	12/01/2051	5.000%	1,405,000	12/01/2032	100.000
	12/01/2052	5.000%	1,550,000	12/01/2032	100.000
			15,680,000		

ESCROW REQUIREMENTS

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

Dated Date 12/01/2032  
Delivery Date 12/01/2032

| <i>Period<br/>Ending</i> | <i>Principal<br/>Redeemed</i> | <i>Total</i>  |
|--------------------------|-------------------------------|---------------|
| 12/01/2032               | 15,680,000                    | 15,680,000.00 |
|                          | 15,680,000                    | 15,680,000.00 |



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## PRIOR BOND DEBT SERVICE

### FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
12/01/2033	250,000	5.000%	784,000	1,034,000
12/01/2034	305,000	5.000%	771,500	1,076,500
12/01/2035	325,000	5.000%	756,250	1,081,250
12/01/2036	390,000	5.000%	740,000	1,130,000
12/01/2037	410,000	5.000%	720,500	1,130,500
12/01/2038	480,000	5.000%	700,000	1,180,000
12/01/2039	505,000	5.000%	676,000	1,181,000
12/01/2040	585,000	5.000%	650,750	1,235,750
12/01/2041	615,000	5.000%	621,500	1,236,500
12/01/2042	700,000	5.000%	590,750	1,290,750
12/01/2043	735,000	5.000%	555,750	1,290,750
12/01/2044	835,000	5.000%	519,000	1,354,000
12/01/2045	875,000	5.000%	477,250	1,352,250
12/01/2046	985,000	5.000%	433,500	1,418,500
12/01/2047	1,030,000	5.000%	384,250	1,414,250
12/01/2048	1,150,000	5.000%	332,750	1,482,750
12/01/2049	1,210,000	5.000%	275,250	1,485,250
12/01/2050	1,340,000	5.000%	214,750	1,554,750
12/01/2051	1,405,000	5.000%	147,750	1,552,750
12/01/2052	1,550,000	5.000%	77,500	1,627,500
	15,680,000		10,429,000	26,109,000

BOND SOLUTION

FIRELIGHT COMMERCIAL & RESIDENTIAL METROPOLITAN DISTRICTS Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2032

| <i>Period<br/>Ending</i> | <i>Proposed<br/>Principal</i> | <i>Proposed<br/>Debt Service</i> | <i>Debt Service<br/>Adjustments</i> | <i>Total Adj<br/>Debt Service</i> | <i>Revenue<br/>Constraints</i> | <i>Unused<br/>Revenues</i> | <i>Debt Service<br/>Coverage</i> |
|--------------------------|-------------------------------|----------------------------------|-------------------------------------|-----------------------------------|--------------------------------|----------------------------|----------------------------------|
| 12/01/2033               | 180,000                       | 1,031,550                        |                                     | 1,031,550                         | 1,034,976                      | 3,426                      | 100.33%                          |
| 12/01/2034               | 235,000                       | 1,081,150                        |                                     | 1,081,150                         | 1,081,616                      | 466                        | 100.04%                          |
| 12/01/2035               | 240,000                       | 1,079,100                        |                                     | 1,079,100                         | 1,081,616                      | 2,516                      | 100.23%                          |
| 12/01/2036               | 295,000                       | 1,126,900                        |                                     | 1,126,900                         | 1,130,740                      | 3,840                      | 100.34%                          |
| 12/01/2037               | 305,000                       | 1,128,050                        |                                     | 1,128,050                         | 1,130,740                      | 2,690                      | 100.24%                          |
| 12/01/2038               | 365,000                       | 1,178,900                        |                                     | 1,178,900                         | 1,182,492                      | 3,592                      | 100.30%                          |
| 12/01/2039               | 375,000                       | 1,177,950                        |                                     | 1,177,950                         | 1,182,492                      | 4,542                      | 100.39%                          |
| 12/01/2040               | 445,000                       | 1,236,700                        |                                     | 1,236,700                         | 1,237,022                      | 322                        | 100.03%                          |
| 12/01/2041               | 455,000                       | 1,233,350                        |                                     | 1,233,350                         | 1,237,022                      | 3,672                      | 100.30%                          |
| 12/01/2042               | 525,000                       | 1,289,700                        |                                     | 1,289,700                         | 1,294,490                      | 4,790                      | 100.37%                          |
| 12/01/2043               | 545,000                       | 1,293,950                        |                                     | 1,293,950                         | 1,294,490                      | 540                        | 100.04%                          |
| 12/01/2044               | 620,000                       | 1,352,600                        |                                     | 1,352,600                         | 1,355,067                      | 2,467                      | 100.18%                          |
| 12/01/2045               | 640,000                       | 1,354,000                        |                                     | 1,354,000                         | 1,355,067                      | 1,067                      | 100.08%                          |
| 12/01/2046               | 720,000                       | 1,414,800                        |                                     | 1,414,800                         | 1,418,932                      | 4,132                      | 100.29%                          |
| 12/01/2047               | 745,000                       | 1,418,200                        |                                     | 1,418,200                         | 1,418,932                      | 732                        | 100.05%                          |
| 12/01/2048               | 835,000                       | 1,485,850                        |                                     | 1,485,850                         | 1,486,275                      | 425                        | 100.03%                          |
| 12/01/2049               | 860,000                       | 1,485,800                        |                                     | 1,485,800                         | 1,486,275                      | 475                        | 100.03%                          |
| 12/01/2050               | 955,000                       | 1,555,000                        |                                     | 1,555,000                         | 1,557,298                      | 2,298                      | 100.15%                          |
| 12/01/2051               | 985,000                       | 1,556,350                        |                                     | 1,556,350                         | 1,557,298                      | 948                        | 100.06%                          |
| 12/01/2052               | 1,090,000                     | 1,631,800                        |                                     | 1,631,800                         | 1,632,214                      | 414                        | 100.03%                          |
| 12/01/2053               | 1,120,000                     | 1,629,100                        |                                     | 1,629,100                         | 1,632,214                      | 3,114                      | 100.19%                          |
| 12/01/2054               | 1,235,000                     | 1,710,500                        |                                     | 1,710,500                         | 1,711,251                      | 751                        | 100.04%                          |
| 12/01/2055               | 1,270,000                     | 1,708,450                        |                                     | 1,708,450                         | 1,711,251                      | 2,801                      | 100.16%                          |
| 12/01/2056               | 1,390,000                     | 1,790,350                        |                                     | 1,790,350                         | 1,794,646                      | 4,296                      | 100.24%                          |
| 12/01/2057               | 1,435,000                     | 1,793,650                        |                                     | 1,793,650                         | 1,794,646                      | 996                        | 100.06%                          |
| 12/01/2058               | 1,565,000                     | 1,880,600                        |                                     | 1,880,600                         | 1,882,656                      | 2,056                      | 100.11%                          |
| 12/01/2059               | 1,610,000                     | 1,878,650                        |                                     | 1,878,650                         | 1,882,656                      | 4,006                      | 100.21%                          |
| 12/01/2060               | 1,755,000                     | 1,975,350                        |                                     | 1,975,350                         | 1,975,547                      | 197                        | 100.01%                          |
| 12/01/2061               | 1,805,000                     | 1,972,700                        |                                     | 1,972,700                         | 1,975,547                      | 2,847                      | 100.14%                          |
| 12/01/2062               | 3,785,000                     | 3,898,550                        | (1,829,000)                         | 2,069,550                         | 2,073,606                      | 4,056                      | 100.20%                          |
|                          | 28,385,000                    | 46,349,600                       | (1,829,000)                         | 44,520,600                        | 44,589,071                     | 68,471                     |                                  |

**EXHIBIT D**  
Capital Plan - List of Public Improvements

| Firelight Park - Metro District Development Budget - May 2022 |                                             |                         |
|---------------------------------------------------------------|---------------------------------------------|-------------------------|
| Metro.<br>District                                            | Description                                 | Estimate                |
| Residential                                                   | Residential =                               | \$ 9,394,348.86         |
| Residential                                                   | Fairview Rd. =                              | \$ 1,526,740.99         |
| Commercial                                                    | Detention Ponds =                           | \$ 418,057.32           |
| Commercial                                                    | Offsite Storm Sewer =                       | \$ 621,949.50           |
| Commercial                                                    | Commercial Only =                           | \$ 5,822,936.03         |
| Irrigation                                                    | Master Irrigation (Pump, Wet Well, SCADA) = | \$ 527,528.55           |
| Residential                                                   | Oil & Gas Well Pad Perimeter Landscaping =  | \$ 496,868.24           |
| Residential                                                   | Residential Landscaping =                   | \$ 2,488,181.80         |
|                                                               | <b>TOTAL</b>                                | <b>\$ 21,296,611.29</b> |



**Firelight Park**

**Residential District - Residential Improvements - May 2022**

| <b>Water &amp; San. Sewer Line Item</b> | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>     |
|-----------------------------------------|-----------------|-------------|------------------|-----------------------|
| 8" PVC Water Main                       | 9,650           | LF          | \$ 105.00        | \$1,013,250.00        |
| 8" Gate Valve                           | 91              | EA          | \$ 2,900.00      | \$263,900.00          |
| 8"X8" Tee                               | 36              | EA          | \$ 1,800.00      | \$64,800.00           |
| 11" Bend                                | 5               | EA          | \$ 1,800.00      | \$9,000.00            |
| 22" Bend                                | 2               | EA          | \$ 1,800.00      | \$3,600.00            |
| 45" Bend                                | 10              | EA          | \$ 1,800.00      | \$18,000.00           |
| 90" Bend                                | 4               | EA          | \$ 1,800.00      | \$7,200.00            |
| 8" Plug w/ 2" Blow Off                  | 4               | EA          | \$ 3,000.00      | \$12,000.00           |
| Fire Hydrant Assembly                   | 19              | EA          | \$ 12,000.00     | \$228,000.00          |
| Water Connections                       | 2               | EA          | \$ 4,500.00      | \$9,000.00            |
| 8" PVC Sanitary Main                    | 7,019           | LF          | \$ 120.00        | \$842,280.00          |
| 4' Sanitary Manhole                     | 40              | EA          | \$ 7,500.00      | \$300,000.00          |
| 6" PVC Underdrain                       | 7,019           | LF          | \$ 52.00         | \$364,988.00          |
| Sanitary Sewer Connections              | 1               | EA          | \$ 5,000.00      | \$5,000.00            |
| Dewatering                              | 1               | EA          | \$ 15,000.00     | \$15,000.00           |
| <b>Water &amp; San. Sewer Subtotal</b>  |                 |             |                  | <b>\$3,156,018.00</b> |

| <b>Drainage Line Item</b> | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
|---------------------------|-----------------|-------------|------------------|---------------------|
| 18" Storm Sewer           | 1318            | LF          | \$ 101.00        | \$133,118.00        |
| 24" Storm Sewer           | 334             | LF          | \$ 130.00        | \$43,420.00         |
| 36" Storm Sewer           | 422             | LF          | \$ 175.00        | \$73,850.00         |
| 48" Storm Sewer           | 716             | LF          | \$ 300.00        | \$214,800.00        |
| 4' Storm Sewer Manhole    | 8               | EA          | \$ 7,500.00      | \$60,000.00         |
| 5' Storm Sewer Manhole    | 2               | EA          | \$ 8,500.00      | \$17,000.00         |
| 6' Storm Sewer Manhole    | 6               | EA          | \$ 10,500.00     | \$63,000.00         |
| 36" F.E.S.                | 1               | EA          | \$ 7,000.00      | \$7,000.00          |
| 48" F.E.S.                | 1               | EA          | \$ 8,500.00      | \$8,500.00          |
| 5' Type R Inlet           | 6               | EA          | \$ 8,000.00      | \$48,000.00         |
| 10' Type R Inlet          | 6               | EA          | \$ 11,000.00     | \$66,000.00         |
| 15' Type R Inlet          | 4               | EA          | \$ 16,000.00     | \$64,000.00         |
| Dewatering                | 1               | LS          | \$ 15,000.00     | \$15,000.00         |
| <b>Drainage Subtotal</b>  |                 |             |                  | <b>\$813,688.00</b> |

| <b>Roadway/Parking Lot Line Item</b>           | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>     |
|------------------------------------------------|-----------------|-------------|------------------|-----------------------|
| Subgrade Preparation Curb, Gutter and Sidewalk | 12,804          | SY          | \$3.50           | \$ 44,814.00          |
| 6" Mountable Curb & Gutter                     | 17,427          | LF          | \$34.00          | \$ 592,518.00         |
| 5' Detached Concrete Sidewalk                  | 12,591          | LF          | \$45.00          | \$ 566,595.00         |
| 8' Concrete Sidewalk                           | 1,107           | LF          | \$55.00          | \$ 60,885.00          |
| 10' Concrete Sidewalk                          | 3,844           | LF          | \$55.00          | \$ 211,420.00         |
| Handicap Ramp                                  | 36              | EA          | \$3,000.00       | \$ 108,000.00         |
| Concrete Crossspan                             | 6               | EA          | \$3,500.00       | \$ 21,000.00          |
| Subgrade Preparation Paving                    | 28,489          | SY          | \$4.00           | \$ 113,956.00         |
| Class 6 Roadbase (6")                          | 28,489          | SY          | \$17.00          | \$ 484,313.00         |
| Asphalt Paving (8" Asphalt )                   | 28,489          | SY          | \$45.00          | \$ 1,282,005.00       |
| Adjust Manholes                                | 49              | EA          | \$690.00         | \$ 33,810.00          |
| Adjust Valves                                  | 91              | EA          | \$260.00         | \$ 23,660.00          |
| Street Signage                                 | 50              | EA          | \$350.00         | \$ 17,500.00          |
| Striping                                       | 2               | EA          | \$5,000.00       | \$ 10,000.00          |
| Streetlights                                   | 15              | EA          | \$6,500.00       | \$ 97,500.00          |
| <b>Roadway Subtotal</b>                        |                 |             |                  | <b>\$3,667,976.00</b> |

**Residential Development Total    \$7,637,682.00**

| <b>Additional Costs</b>                  |                      |                   |
|------------------------------------------|----------------------|-------------------|
| <b>Line Item</b>                         | <b>% of Subtotal</b> | <b>Total Cost</b> |
| Contingency                              | 8%                   | \$611,014.56      |
| Mobilization                             | 5%                   | \$381,884.10      |
| Engineering/Surveying                    | 5%                   | \$381,884.10      |
| Construction Management/Testing/ Permits | 5%                   | \$381,884.10      |

**Additional Costs Subtotal    \$1,756,666.86**

**Residential Development Improvements Grand Total    \$9,394,348.86**

**Firelight Park**

**Residential District - Fairview St. Improvements - April 2022**

| <b>Water &amp; San. Sewer Line Item</b> | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
|-----------------------------------------|-----------------|-------------|------------------|---------------------|
| 8" PVC Water Line                       | 1,480           | LF          | \$ 105.00        | \$155,400.00        |
| 8" Gate Valve                           | 12              | EA          | \$ 2,900.00      | \$34,800.00         |
| 8"X8" Tee                               | 4               | EA          | \$ 1,800.00      | \$7,200.00          |
| 8" Plug w/ 2" Blow Off                  | 1               | EA          | \$ 3,000.00      | \$3,000.00          |
| Fire Hydrant Assembly                   | 1               | EA          | \$ 12,000.00     | \$12,000.00         |
| Connect to Existing Water Line          | 1               | EA          | \$ 4,500.00      | \$4,500.00          |
| Sleeves - Dry Utilities and Irrigation  | 1               | LS          | \$ 5,000.00      | \$5,000.00          |
| <b>Water &amp; San. Sewer Subtotal</b>  |                 |             |                  | <b>\$221,900.00</b> |

| <b>Drainage Line Item</b>        | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
|----------------------------------|-----------------|-------------|------------------|---------------------|
| 18" Storm Sewer                  | 127             | LF          | \$ 101.00        | \$12,827.00         |
| 24" Storm Sewer                  | 187             | LF          | \$ 130.00        | \$24,310.00         |
| 14" X 23" Elliptical Storm Sewer | 76              | LF          | \$ 250.00        | \$19,000.00         |
| 4' Storm Sewer Manhole           | 1               | EA          | \$ 7,500.00      | \$7,500.00          |
| 5' Storm Sewer Manhole           | 1               | EA          | \$ 8,500.00      | \$8,500.00          |
| 5' Type R Inlet                  | 1               | EA          | \$ 8,000.00      | \$8,000.00          |
| 10' Type R Inlet                 | 1               | EA          | \$ 11,000.00     | \$11,000.00         |
| 15' Type R Inlet                 | 1               | EA          | \$ 16,000.00     | \$16,000.00         |
| <b>Drainage Subtotal</b>         |                 |             |                  | <b>\$107,137.00</b> |

| <b>Roadway/Parking Lot Line Item</b>           | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
|------------------------------------------------|-----------------|-------------|------------------|---------------------|
| Subgrade Preparation Curb, Gutter and Sidewalk | 5,472           | SY          | \$3.50           | \$ 19,150.83        |
| 6" Vertical Curb & Gutter                      | 6,110           | LF          | \$34.00          | \$ 207,740.00       |
| 5' Attached Sidewalk                           | 435             | LF          | \$45.00          | \$ 19,575.00        |
| 5' Detached Concrete Sidewalk                  | 585             | LF          | \$45.00          | \$ 26,325.00        |
| 10' Concrete Sidewalk                          | 3,485           | LF          | \$55.00          | \$ 191,675.00       |
| Handicap Ramp                                  | 7               | EA          | \$3,000.00       | \$ 21,000.00        |
| Concrete Crosspan                              | 2               | EA          | \$3,500.00       | \$ 7,000.00         |
| Subgrade Preparation Paving                    | 4,890           | SY          | \$4.00           | \$ 19,560.00        |
| Class 6 Roadbase (6")                          | 4,890           | SY          | \$17.00          | \$ 83,130.00        |
| Asphalt Paving (8" Asphalt )                   | 4,890           | SY          | \$45.00          | \$ 220,050.00       |
| Adjust Manholes                                | 1               | EA          | \$690.00         | \$ 690.00           |
| Adjust Valves                                  | 12              | EA          | \$260.00         | \$ 3,120.00         |
| Street Signage                                 | 2               | EA          | \$350.00         | \$ 700.00           |
| Striping                                       | 1               | LS          | \$5,000.00       | \$ 5,000.00         |
| Traffic Control (HWY119)                       | 1               | LS          | \$ 5,000.00      | \$5,000.00          |
| Existing Traffic Signal Improvements           | 1               | LS          | \$50,000.00      | \$ 50,000.00        |
| Streetlights                                   | 5               | EA          | \$6,500.00       | \$ 32,500.00        |
| <b>Roadway/Parking Lot Subtotal</b>            |                 |             |                  | <b>\$912,215.83</b> |

**Fairview Rd. Development Total    \$1,241,252.83**

| <b>Additional Costs</b>                  |                      |                   |
|------------------------------------------|----------------------|-------------------|
| <b>Line Item</b>                         | <b>% of Subtotal</b> | <b>Total Cost</b> |
| Contingency                              | 8%                   | \$99,300.23       |
| Mobilization                             | 5%                   | \$62,062.64       |
| Engineering/Surveying                    | 5%                   | \$62,062.64       |
| Construction Management/Testing/ Permits | 5%                   | \$62,062.64       |

**Additional Costs Subtotal    \$285,488.15**

**Commercial Property Improvements Grand Total    \$1,526,740.99**



**Firelight Park**

**Commercial District - Detention Pond Improvements - April 2022**

| Detention Pond Line Item         | Quantity | Unit                           | Unit Cost    | Total Cost          |
|----------------------------------|----------|--------------------------------|--------------|---------------------|
| Trickle Channel                  | 1550     | LF                             | \$ 80.00     | \$124,000.00        |
| Forebay                          | 3        | EA                             | \$ 20,000.00 | \$60,000.00         |
| Micropool                        | 2        | EA                             | \$ 20,000.00 | \$40,000.00         |
| Detention Pond Outlet Structures | 2        | EA                             | \$ 30,000.00 | \$60,000.00         |
| Concrete Weir Cutoff Wall        | 56       | CY                             | \$ 300.00    | \$16,800.00         |
| Spillway Rip Rap                 | 248      | CY                             | \$ 100.00    | \$24,800.00         |
| Det. Pond Maintenance Trail      | 204      | SY                             | \$ 21.00     | \$4,284.00          |
| Dewatering                       | 1        | LS                             | \$ 10,000.00 | \$10,000.00         |
|                                  |          | <b>Detention Pond Subtotal</b> |              | <b>\$339,884.00</b> |

**Additional Costs**

| Line Item                                | % of Subtotal | Total Cost  |
|------------------------------------------|---------------|-------------|
| Contingency                              | 8%            | \$27,190.72 |
| Mobilization                             | 5%            | \$16,994.20 |
| Engineering/Surveying                    | 5%            | \$16,994.20 |
| Construction Management/Testing/ Permits | 5%            | \$16,994.20 |

**Additional Costs Subtotal** **\$78,173.32**

**Detention Pond Improvements Grand Total** **\$418,057.32**

|                          |     |              |
|--------------------------|-----|--------------|
| Residential Percentage = | 56% | \$234,112.10 |
| Commercial Percentage =  | 44% | \$183,945.22 |

**Firelight Park**

**Commercial District - Offsite Storm Sewer Improvements - April 2022**

| Drainage Line Item                  | Quantity | Unit | Unit Cost    | Total Cost          |
|-------------------------------------|----------|------|--------------|---------------------|
| 24" Storm Sewer                     | 3255     | LF   | \$ 130.00    | \$423,150.00        |
| 4' Storm Sewer Manhole              | 9        | EA   | \$ 7,500.00  | \$67,500.00         |
| Dewatering                          | 1        | LS   | \$ 10,000.00 | \$10,000.00         |
| Traffic Control (HWY119)            | 1        | LS   | \$ 5,000.00  | \$5,000.00          |
| <b>Offsite Storm Sewer Subtotal</b> |          |      |              | <b>\$505,650.00</b> |

| Additional Costs                         |               |             |
|------------------------------------------|---------------|-------------|
| Line Item                                | % of Subtotal | Total Cost  |
| Contingency                              | 8%            | \$40,452.00 |
| Mobilization                             | 5%            | \$25,282.50 |
| Engineering/Surveying                    | 5%            | \$25,282.50 |
| Construction Management/Testing/ Permits | 5%            | \$25,282.50 |

**Additional Costs Subtotal** **\$116,299.50**

**Offsite Storm Sewer Improvements Grand Total** **\$621,949.50**



**Firelight Park**

**Commercial District - Commercial Property Improvements - April 2022**

| <b>Erosion Control and Grading Line Item</b> | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>     |
|----------------------------------------------|-----------------|-------------|------------------|-----------------------|
| Strip topsoil, stockpile and replace topsoil | 33880           | CY          | \$4.50           | \$152,460.00          |
| Earthwork Cut to Fill                        | 91473           | CY          | \$5.00           | \$457,365.00          |
| Import                                       | 87837           | CY          | \$10.00          | \$878,370.00          |
| Ret. Wall                                    | 3183            | FF          | \$50.00          | \$159,150.00          |
| Ripping Bedrock                              | 40              | HR          | \$300.00         | \$12,000.00           |
| Dewatering                                   | 1               | LS          | \$10,000.00      | \$10,000.00           |
| Inlet Protection                             | 11              | EA          | \$300.00         | \$3,300.00            |
| Outlet Protection (Rip Rap)                  | 300             | CY          | \$150.00         | \$45,000.00           |
| Temporary Sediment Basins                    | 2               | EA          | \$7,500.00       | \$15,000.00           |
| Silt Fence                                   | 3250            | LF          | \$1.60           | \$5,200.00            |
| Seeding & Mulching                           | 20.0            | AC          | \$1,200.00       | \$24,000.00           |
| Stabilized Staging Area                      | 1               | EA          | \$3,600.00       | \$3,600.00            |
| Vehicle Tracking Control                     | 2               | EA          | \$3,100.00       | \$6,200.00            |
| Concrete Washout                             | 1               | EA          | \$1,500.00       | \$1,500.00            |
| <b>Erosion Control and Grading Subtotal</b>  |                 |             |                  | <b>\$1,773,145.00</b> |

| <b>Water &amp; San. Sewer Line Item</b>           | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>     |
|---------------------------------------------------|-----------------|-------------|------------------|-----------------------|
| 8" PVC Water Line                                 | 4,520           | LF          | \$ 105.00        | \$474,600.00          |
| 8" Gate Valve                                     | 28              | EA          | \$ 2,900.00      | \$81,200.00           |
| 8"X8" Tee                                         | 10              | EA          | \$ 1,800.00      | \$18,000.00           |
| 45° Bend                                          | 2               | EA          | \$ 1,800.00      | \$3,600.00            |
| 90° Bend                                          | 2               | EA          | \$ 1,800.00      | \$3,600.00            |
| 8" Plug w/ 2" Blow Off                            | 7               | EA          | \$ 3,000.00      | \$21,000.00           |
| Air Release Valve                                 | 1               | EA          | \$ 7,500.00      | \$7,500.00            |
| Fire Hydrant Assembly                             | 3               | EA          | \$ 12,000.00     | \$36,000.00           |
| 8" PVC Sanitary Sewer                             | 1,644           | LF          | \$ 120.00        | \$197,280.00          |
| 4' Dia. Manholes                                  | 6               | EA          | \$ 7,500.00      | \$45,000.00           |
| 6" PVC Underdrain                                 | 1,776           | LF          | \$ 52.00         | \$92,352.00           |
| Underdrain Cleanouts with Concrete Collars        | 6               | EA          | \$ 1,350.00      | \$8,100.00            |
| Concrete Cradle Around Exist. Irrigation Laterals | 1               | EA          | \$ 3,500.00      | \$3,500.00            |
| Connect to Existing Water Line                    | 3               | EA          | \$ 4,500.00      | \$13,500.00           |
| Connect to Existing Sewer Line                    | 1               | EA          | \$ 5,000.00      | \$5,000.00            |
| Sleeves - Dry Utilities and Irrigation            | 1               | LS          | \$ 5,000.00      | \$5,000.00            |
| <b>Water &amp; San. Sewer Subtotal</b>            |                 |             |                  | <b>\$1,015,232.00</b> |

| <b>Drainage Line Item</b>        | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
|----------------------------------|-----------------|-------------|------------------|---------------------|
| 18" Storm Sewer                  | 300             | LF          | \$ 101.00        | \$30,300.00         |
| 24" Storm Sewer                  | 1320            | LF          | \$ 130.00        | \$171,600.00        |
| 36" Storm Sewer                  | 590             | LF          | \$ 175.00        | \$103,285.00        |
| 48" Storm Sewer                  | 126             | LF          | \$ 300.00        | \$37,710.00         |
| 29" X 45" Elliptical Storm Sewer | 62              | LF          | \$ 300.00        | \$18,690.00         |
| 4' Storm Sewer Manhole           | 6               | EA          | \$ 7,500.00      | \$45,000.00         |
| 5' Storm Sewer Manhole           | 2               | EA          | \$ 8,500.00      | \$17,000.00         |
| 6' Storm Sewer Manhole           | 1               | EA          | \$ 10,500.00     | \$10,500.00         |
| 18" F.E.S. w/ Cutoff Wall        | 1               | EA          | \$ 5,200.00      | \$5,200.00          |
| 24" F.E.S. w/ Cutoff Wall        | 2               | EA          | \$ 6,000.00      | \$12,000.00         |
| 36" F.E.S. w/ Cutoff Wall        | 2               | EA          | \$ 7,000.00      | \$14,000.00         |
| Type C Inlet                     | 1               | EA          | \$ 6,500.00      | \$6,500.00          |
| Type D Inlet                     | 3               | EA          | \$ 8,500.00      | \$25,500.00         |
| 5' Type R Inlet                  | 3               | EA          | \$ 8,000.00      | \$24,000.00         |
| 10' Type R Inlet                 | 2               | EA          | \$ 11,000.00     | \$22,000.00         |
| 15' Type R Inlet                 | 2               | EA          | \$ 16,000.00     | \$32,000.00         |
| 20' Type R Inlet                 | 1               | EA          | \$ 20,000.00     | \$20,000.00         |
| Dewatering                       | 1               | LS          | \$ 10,000.00     | \$10,000.00         |
| Traffic Control (HWY119)         | 1               | LS          | \$ 5,000.00      | \$5,000.00          |
| <b>Drainage Subtotal</b>         |                 |             |                  | <b>\$610,285.00</b> |

| Firelight Park                                                  |          |                                   |              |              |
|-----------------------------------------------------------------|----------|-----------------------------------|--------------|--------------|
| Commercial District - Commercial Property Improvements          |          |                                   |              |              |
| Roadway/Parking Lot Line Item                                   | Quantity | Unit                              | Unit Cost    | Total Cost   |
| Subgrade Preparation Curb, Gutter and Sidewalk                  | 3,378    | SY                                | \$3.50       | \$11,821.83  |
| 6" Vertical Curb & Gutter                                       | 3,332    | LF                                | \$34.00      | \$113,288.00 |
| 5' Attached Sidewalk                                            | 435      | LF                                | \$45.00      | \$19,575.00  |
| 5' Detached Concrete Sidewalk                                   | 585      | LF                                | \$45.00      | \$26,325.00  |
| 10' Concrete Sidewalk                                           | 2,156    | LF                                | \$55.00      | \$118,580.00 |
| Handicap Ramp                                                   | 7        | EA                                | \$3,000.00   | \$21,000.00  |
| Concrete Crossspan                                              | 2        | EA                                | \$3,500.00   | \$7,000.00   |
| Subgrade Preparation Paving - includes commercial & accel/decel | 5,544    | SY                                | \$4.00       | \$22,176.00  |
| Class 6 Roadbase (6") - includes commercial access road         | 4,995    | SY                                | \$17.00      | \$84,915.00  |
| Asphalt Paving (8" Asphalt) - includes commercial access road   | 4,995    | SY                                | \$45.00      | \$224,775.00 |
| SH119 Accel/Decel Lane Concrete Paving (9")                     | 549      | SY                                | \$75.00      | \$41,175.00  |
| Adjust Manholes                                                 | 15       | EA                                | \$690.00     | \$10,350.00  |
| Adjust Valves                                                   | 28       | EA                                | \$260.00     | \$7,280.00   |
| Street Signage                                                  | 4        | EA                                | \$350.00     | \$1,400.00   |
| Striping                                                        | 1        | LS                                | \$10,000.00  | \$10,000.00  |
| Traffic Control (HWY119)                                        | 1        | LS                                | \$5,000.00   | \$5,000.00   |
| Streetlights                                                    | 3        | EA                                | \$6,500.00   | \$19,500.00  |
|                                                                 |          | Roadway/Parking Lot Subtotal      |              | \$744,160.83 |
| Irrigation and Landscaping Line Item                            | Quantity | Unit                              | Unit Cost    | Total Cost   |
| Irrigation                                                      | 1        | LS                                | \$359,592.00 | \$359,592.00 |
| Deciduous Trees                                                 | 52       | EA                                | \$585.00     | \$30,420.00  |
| Ornamental Trees                                                | 12       | EA                                | \$560.00     | \$6,720.00   |
| Evergreen Trees                                                 | 24       | EA                                | \$520.00     | \$12,480.00  |
| Deciduous Shrubs                                                | 636      | EA                                | \$55.00      | \$34,980.00  |
| Evergreen Shrubs                                                | 45       | EA                                | \$42.00      | \$1,890.00   |
| Perennials & Ornamental Grasses                                 | 1329     | EA                                | \$19.00      | \$25,251.00  |
| Sod                                                             | 5344     | SF                                | \$2.00       | \$10,688.00  |
| Native Seed                                                     | 283747   | SF                                | \$0.10       | \$28,374.70  |
| Wood Mulch                                                      | 16304    | SF                                | \$1.50       | \$24,456.00  |
| Rock Mulch                                                      | 17112    | SF                                | \$1.90       | \$32,512.80  |
| Edging                                                          | 3678     | EA                                | \$6.50       | \$23,907.00  |
|                                                                 |          | Irrigation & Landscaping Subtotal |              | \$591,271.50 |

Commercial Development Total \$4,734,094.33

| Additional Costs                         |               |              |
|------------------------------------------|---------------|--------------|
| Line Item                                | % of Subtotal | Total Cost   |
| Contingency                              | 8%            | \$378,727.55 |
| Mobilization                             | 5%            | \$236,704.72 |
| Engineering/Surveying                    | 5%            | \$236,704.72 |
| Construction Management/Testing/ Permits | 5%            | \$236,704.72 |

Additional Costs Subtotal \$1,088,841.70

Commercial Property Improvements Grand Total \$5,822,936.03



**Firelight Park**

**Irrigation District - Irrigation Master System Improvements - April 2022**

| <b>Irrigation Master System Line Item</b>             | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
|-------------------------------------------------------|-----------------|-------------|------------------|---------------------|
| Pumps, Wet Well,                                      | 1               | LS          | \$ 259,975.00    | \$259,975.00        |
| SCADA                                                 | 1               | LS          | \$ 42,250.00     | \$42,250.00         |
| Headgate Improv's at Oligarchy & Spring Gulch         | 2               | EA          | \$ 50,000.00     | \$100,000.00        |
| 2.5" PVC Supply Line from Oligarchy Gate to Wet Well  | 1,240           | LF          | \$ 20.00         | \$24,800.00         |
| Supply Line Clean Outs with Concrete Collar           | 2               | EA          | \$ 750.00        | \$1,860.00          |
|                                                       |                 |             |                  |                     |
| <b>Irrigation Master System Improvements Subtotal</b> |                 |             |                  | <b>\$428,885.00</b> |

| <b>Additional Costs</b>                  |                      |                   |
|------------------------------------------|----------------------|-------------------|
| <b>Line Item</b>                         | <b>% of Subtotal</b> | <b>Total Cost</b> |
| Contingency                              | 8%                   | \$34,310.80       |
| Mobilization                             | 5%                   | \$21,444.25       |
| Engineering/Surveying                    | 5%                   | \$21,444.25       |
| Construction Management/Testing/ Permits | 5%                   | \$21,444.25       |

**Additional Costs Subtotal** **\$98,643.55**

**Commercial Property Improvements Grand Total** **\$527,528.55**

**Firelight Park**

**Residential District - Oil/Gas Well Pad Landscaping Improvements - May 2022**

| <b>Irrigation and Landscaping Line Item</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
|----------------------------------------------|-----------------|-------------|------------------|---------------------|
| Irrigated Native Seed with Prep.             | 383,328         | SF          | \$ 0.39          | \$149,497.92        |
| Drip Irrigation to Trees & Shrubs            | 100,000         | SF          | \$ 0.98          | \$98,000.00         |
| Deciduous Trees                              | 20              | EA          | \$ 585.00        | \$11,700.00         |
| Ornamental Trees                             | 12              | EA          | \$ 560.00        | \$6,720.00          |
| Evergreen Trees                              | 100             | EA          | \$ 600.00        | \$60,000.00         |
| Deciduous Shrubs                             | 40              | EA          | \$ 55.00         | \$2,200.00          |
| Evergreen Shrubs                             | 20              | EA          | \$ 42.00         | \$840.00            |
| Wrought Iron fencing                         | 1500            | LF          | \$ 50.00         | \$75,000.00         |
| <b>Irrigation &amp; Landscaping Subtotal</b> |                 |             |                  | <b>\$403,957.92</b> |

| <b>Additional Costs</b>                  |                      |                   |
|------------------------------------------|----------------------|-------------------|
| <b>Line Item</b>                         | <b>% of Subtotal</b> | <b>Total Cost</b> |
| Contingency                              | 8%                   | \$32,316.63       |
| Mobilization                             | 5%                   | \$20,197.90       |
| Engineering/Surveying                    | 5%                   | \$20,197.90       |
| Construction Management/Testing/ Permits | 5%                   | \$20,197.90       |

**Additional Costs Subtotal** **\$92,910.32**

**Oil & Gas Well Pad Landscaping Improvements Grand Total** **\$496,868.24**



**Firelight Park**

**Residential District - Residential Landscaping Improvements - April 2022**

| Landscaping Line Item       | Quantity | Unit | Unit Cost    | Total Cost   |
|-----------------------------|----------|------|--------------|--------------|
| Common Area Landscaping     | 664076   | SF   | \$ 1.00      | \$664,076.00 |
| Park Landscaping            | 77972    | SF   | \$ 5.00      | \$389,860.00 |
| Right of Way Tree Lawn      | 94092    | SF   | \$ 2.00      | \$188,184.00 |
| Irrigation                  | 551866   | SF   | \$ 1.00      | \$551,866.00 |
| Well Site Perimeter Fencing | 1500     | LF   | \$ 30.00     | \$45,000.00  |
| Entry Monumentation         | 1        | EA   | \$ 75,000.00 | \$75,000.00  |

**Irrigation & Landscaping Subtotal** **\$1,913,986.00**

**Additional Costs**

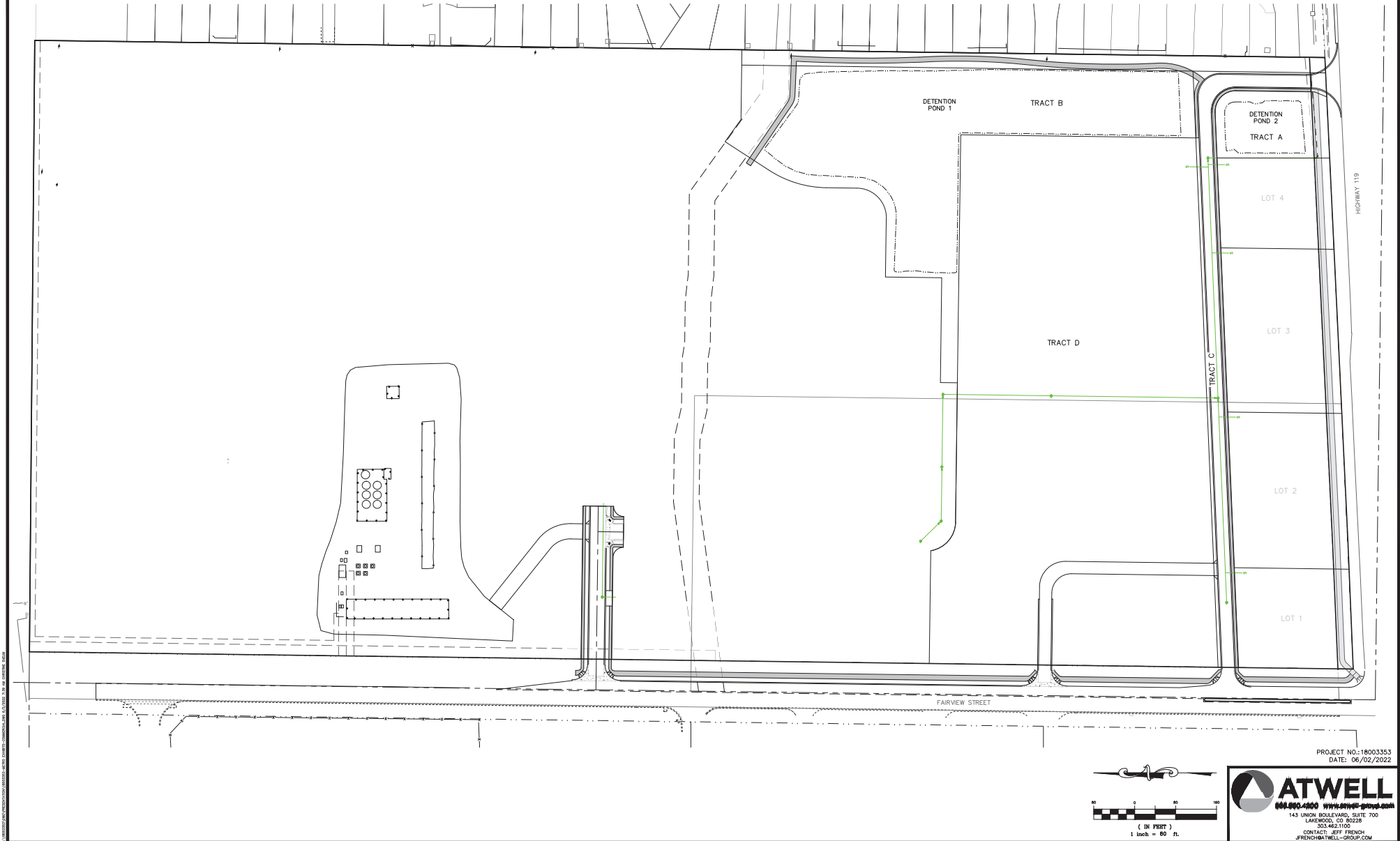
| Line Item                                | % of Subtotal | Total Cost   |
|------------------------------------------|---------------|--------------|
| Contingency                              | 15%           | \$287,097.90 |
| Mobilization                             | 5%            | \$95,699.30  |
| Engineering/Surveying                    | 5%            | \$95,699.30  |
| Construction Management/Testing/ Permits | 5%            | \$95,699.30  |

**Additional Costs Subtotal** **\$574,195.80**

**Landscaping Improvements Grand Total** **\$2,488,181.80**

# EXHIBIT D

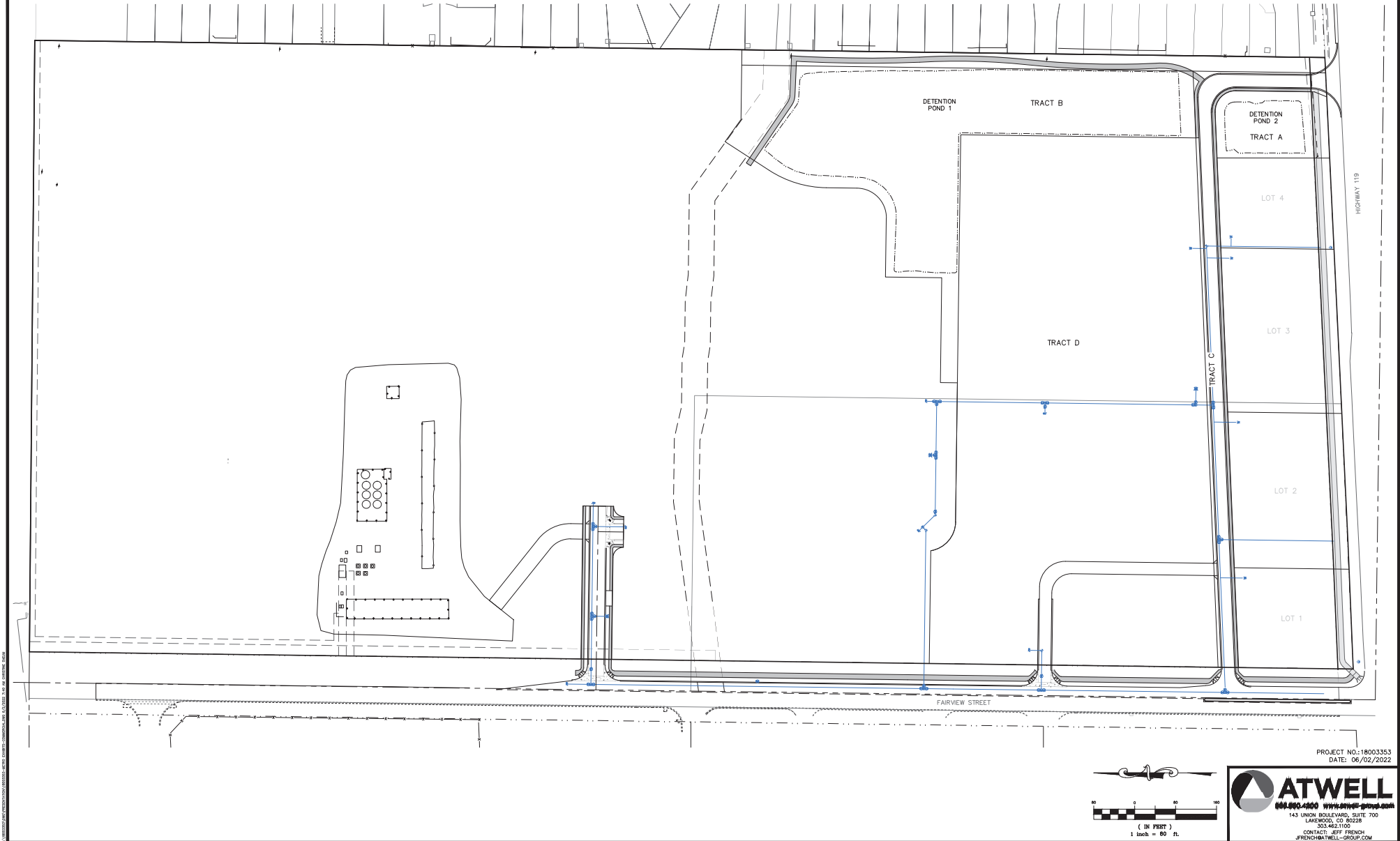
## SANITARY SEWER EXHIBIT - COMMERCIAL



CAD FILE: 18003353-METRO-EXHIBITS-COMMERCIAL.DWG

# EXHIBIT D

## WATERLINE EXHIBIT - COMMERCIAL



# EXHIBIT D

## STORM SEWER EXHIBIT - COMMERCIAL



PROJECT NO.: 18003353  
DATE: 06/02/2022

**ATWELL**  
888.890.4000 [www.atwell-group.com](http://www.atwell-group.com)  
143 UNION BOULEVARD, SUITE 700  
LAKEWOOD, CO 80228  
303.462.1100  
CONTACT: JEFF FRENCH  
J.FRENCH@ATWELL-GROUP.COM

CAD FILE: 18003353-METRO EXHIBITS-COMMERCIAL.BWG

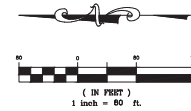


# EXHIBIT D

## STREETS EXHIBIT - COMMERCIAL



PROJECT NO.: 18003353  
DATE: 06/02/2022



**ATWELL**  
143 UNION BOULEVARD, SUITE 700  
LAKEWOOD, CO 80228  
303.462.1100  
CONTACT: JEFF FRENCH  
JFRENCH@ATWELL-GROUP.COM

CAD FILE: 18003353-METRO EXHIBITS-COMMERCIAL.BWG

## EXHIBIT D

SANITARY SEWER EXHIBIT - RESIDENTIAL



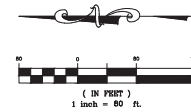
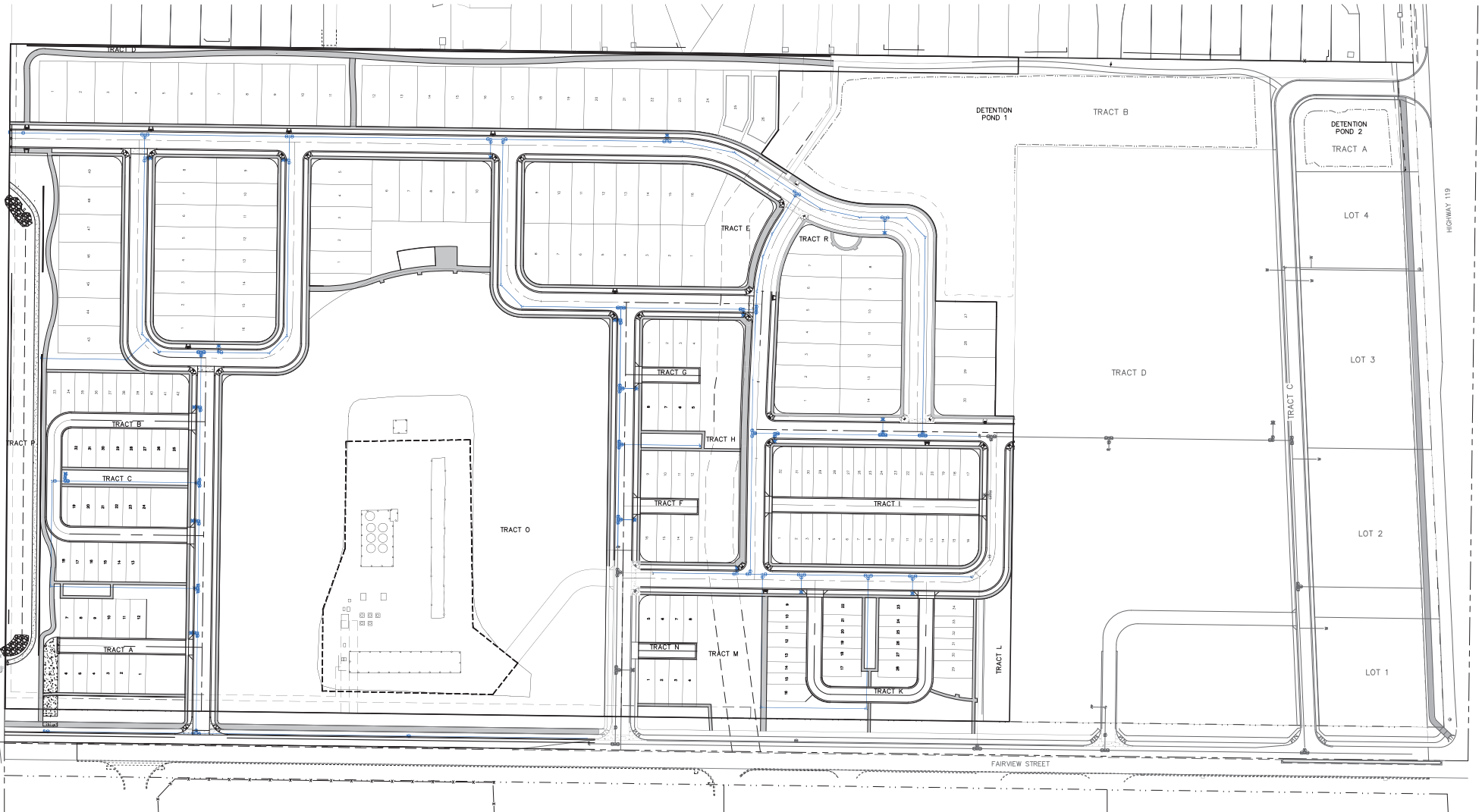
DATE: 06/02/2022



CAN FILE: 1800XXX3--METRO EXHIBITS--RESIDENTIAL DWG

# EXHIBIT D

## WATERLINE EXHIBIT - RESIDENTIAL

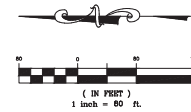
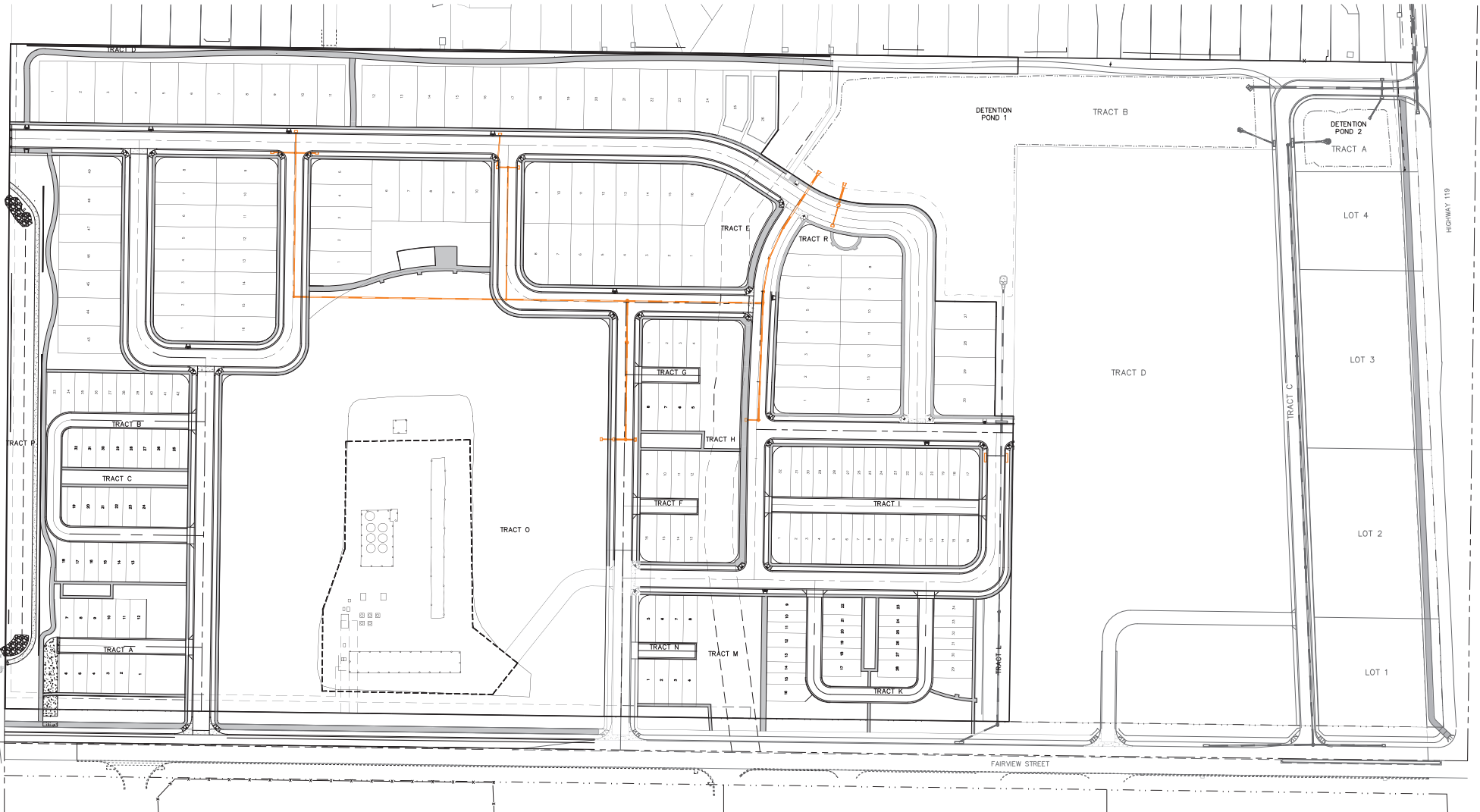


PROJECT NO.: 18003353  
DATE: 06/02/2022

**ATWELL**  
143 UNION BOULEVARD, SUITE 700  
LAKEWOOD, CO 80228  
303.462.1100  
CONTACT: JEFF FRENCH  
J.FRENCH@ATWELL-GROUP.COM

# EXHIBIT D

## STORM SEWER EXHIBIT - RESIDENTIAL



PROJECT NO.: 18003353  
DATE: 06/02/2022

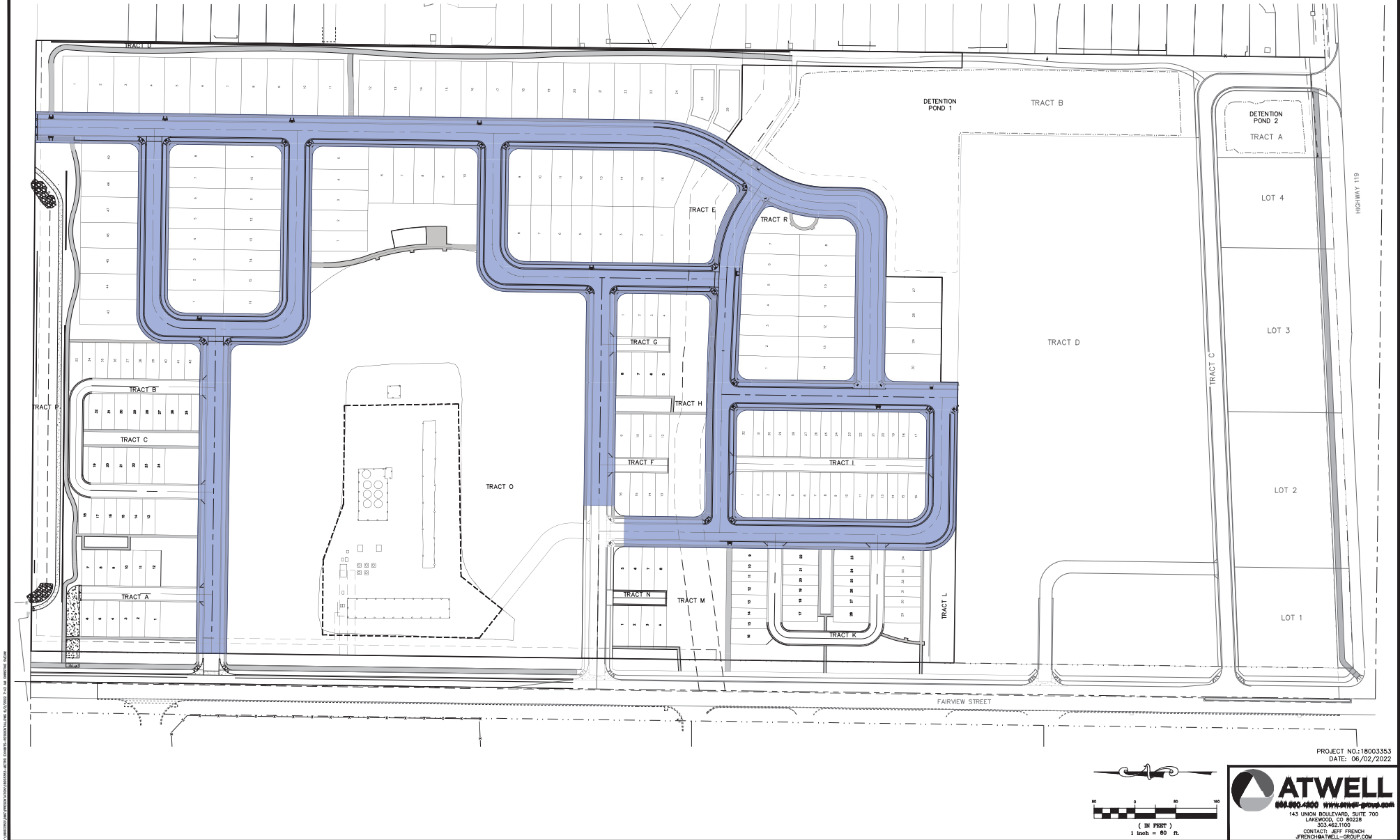
**ATWELL**  
 143 UNION BOULEVARD, SUITE 700  
 LAKEWOOD, CO 80228  
 303.462.1100  
 CONTACT: JEFF FRENCH  
 JFRENCH@ATWELL-GROUP.COM

CAD FILE: 18003353-METRO EXHIBITS-RESIDENTIAL.dwg



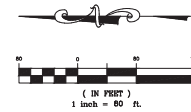
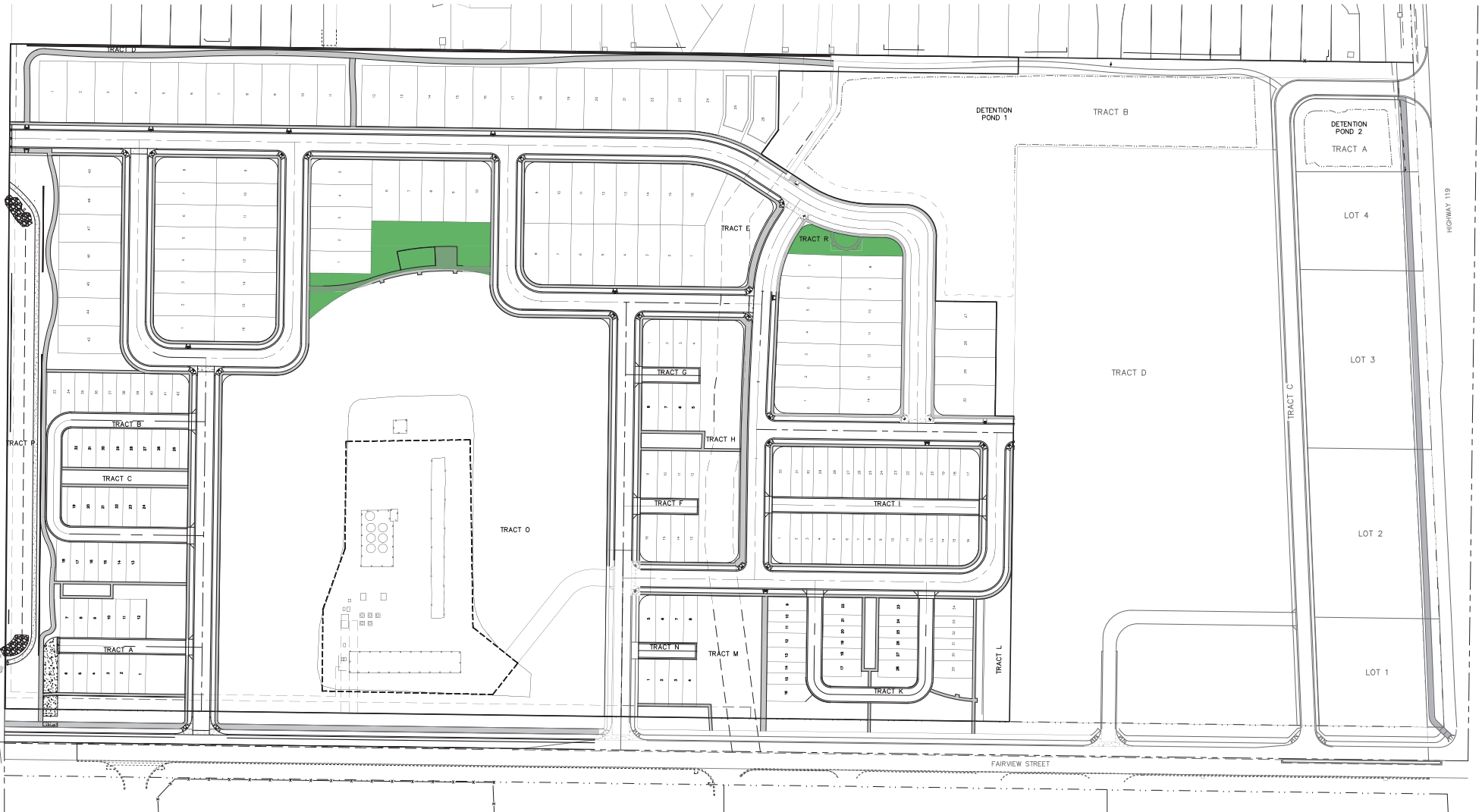
# EXHIBIT D

## STREETS EXHIBIT - RESIDENTIAL



# EXHIBIT D

## PARKS EXHIBIT - RESIDENTIAL



PROJECT NO.: 18003353  
DATE: 06/02/2022

**ATWELL**  
143 UNION BOULEVARD, SUITE 700  
LAKEWOOD, CO 80228  
303.462.1100  
CONTACT: JEFF FRENCH  
JFRENCH@ATWELL-GROUP.COM

**EXHIBIT E**  
Disclosure Notice

## EXHIBIT E

### SPECIAL DISTRICT DISCLOSURE

**ATTENTION HOMEBUYER:** You are purchasing a home that is located within **Firelight Irrigation Metropolitan District** (the “District”). This District has the authority to issue bonds or other debt to pay for public improvements and the authority to levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of District:                 | Firelight Irrigation Metropolitan District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Contact Information for District: | c/o White Bear Ankele Tanaka & Waldron<br>2154 E. Commons Avenue, Suite 2000<br>Centennial, CO 80122                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| District Website:                 | [To be provided]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| District Boundaries:              | See attached map. It is conceivable that additional boundary adjustments may be made to include or exclude property from the District. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the District’s Board of Directors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Purpose of the District:          | <p>The District was organized pursuant to C.R.S. § 32-1-101 <i>et seq.</i> The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Firelight Park project located in the Town of Firestone, Colorado (the “Town”) and described further in the District’s Service Plan.</p> <p>The District may dedicate certain public improvements to the Town or other appropriate jurisdiction. The operations and maintenance of public improvements dedicated to the Town or other appropriate jurisdiction shall rest with the Town or other appropriate jurisdiction as the case may be.</p> <p>Public improvements not dedicated to the Town or other appropriate jurisdiction may be owned, operated, and maintained by the District. The District has authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operation and maintenance of improvements as set forth in the Service Plan.</p> <p>A copy of the District’s Service Plan can be found on the District’s website or by contacting the District at the District contact information above.</p> |



|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authorized Types of District Taxes:                                                                    | <p>Debt Mill Levy, Operating Mill Levy, and Town Operations and Maintenance Mill Levy</p> <p>These mill levies result in taxes you will owe to the District and are described further below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| District Total Debt Issuance Authorized per Districts Service Plan:                                    | \$35,678,000 in the aggregate (with Firelight Residential Metropolitan District and Firelight Commercial Metropolitan District)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| District Improvements Financed by Debt:                                                                | The District intends to, or has already issued debt to pay for the following public improvements: non-potable irrigation water and facilities. The District is permitted to issue debt for any purposes set forth in its Service Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt: | <p><b><u>The District does not intend to impose a mill levy for improvements of services.</u></b> However, the District's Service Plan permits the District to do so. In such event, the Service Plan permits the following:</p> <p>Maximum Debt Mill Levy: 50 Mills</p> <p>This Mill Levy may fluctuate based on changes in assessment rates.</p> <p>At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.</p> |
| Ongoing Operations and Maintenance Services of the District:                                           | The District intends to impose an Operating Mill Levy to pay for ongoing administration, operating and maintenance obligations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| Maximum Operating Mill Levy that may be levied annually on properties within the District to pay for the ongoing operations and maintenance described above.                                                                                                                                                                                                                                               | <p>Maximum Operating Mill Levy: 60 Mills until such time the District issues Debt. After the District issues debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt Mill Levy, shall be 60 Mills, subject to the Mill Levy Adjustment.</p> <p>This Mill Levy may fluctuate based on changes to residential assessment rates.</p> <p>The Operating Mill Levy is distinct from the Debt Mill Levy taxes and cannot be used to repay Debt.</p> <p>The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.</p> |
| Maximum Town O&M Mill Levy that is required to be levied annually on properties within the District and transferred to the Town.                                                                                                                                                                                                                                                                           | Maximum Town Operations and Maintenance Mill Levy: 3 mills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| District Fees:                                                                                                                                                                                                                                                                                                                                                                                             | The District may impose and collect Fees for services, programs facilities furnished by the District, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance costs and for the payment of an indebtedness of the District.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Other Taxing Entities to which you will pay taxes to:                                                                                                                                                                                                                                                                                                                                                      | [List all taxing entities and current mill levies within the District Boundaries as identified by the Weld County Assessor, including mille levies and annual tax levied for prior fiscal year]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ** This information is based upon the property taxes levied on property within the District imposed in 2022 for collection in 2023, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Weld County Assessor's office to obtain the most accurate and up to date information. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$500,000

Debt Mill Levy is 50 mills

Operating Mill Levy is 10 mills

Town O&M Mill Levy is 3 mills

Total Metropolitan District mill levies = 63 mills

Calculation of Metropolitan District Taxes:

$\$500,000 \times .0715 = \$35,750$  (Assessed Valuation)

$\$35,750 \times .063 \text{ mills} = 2,252$  per year in taxes

Total Additional Mill Levies from Other Taxing Entities: \_\_\_\_\_ mills = \$ \_\_\_\_\_ annual taxes

TOTAL 2022 PROPERTY TAXES [DUE IN 2023] FOR A HOME COSTING \$500,000 = \$ \_\_\_\_\_

## EXHIBIT E

### SPECIAL DISTRICT DISCLOSURE

**ATTENTION PURCHASER:** You are purchasing a property that is located within **Firelight Commercial Metropolitan District** (the “District”). This District has the authority to issue bonds or other debt to pay for public improvements and the authority to levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

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| Name of District:                 | Firelight Commercial Metropolitan District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Contact Information for District: | c/o White Bear Ankele Tanaka & Waldron<br>2154 E. Commons Avenue, Suite 2000<br>Centennial, CO 80122                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| District Website:                 | [To be provided]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| District Boundaries:              | See attached map. It is conceivable that additional boundary adjustments may be made to include or exclude property from the District. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the District’s Board of Directors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Purpose of the District:          | <p>The District was organized pursuant to C.R.S. § 32-1-101 <i>et seq.</i> The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Firelight Park commercial project located in the Town of Firestone, Colorado (the “Town”) and described further in the District’s Service Plan.</p> <p>The District may dedicate certain public improvements to the Town or other appropriate jurisdiction. The operations and maintenance of public improvements dedicated to the Town or other appropriate jurisdiction shall rest with the Town or other appropriate jurisdiction as the case may be.</p> <p>Public improvements not dedicated to the Town or other appropriate jurisdiction may be owned, operated, and maintained by the District. The District has authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operation and maintenance of improvements as set forth in the Service Plan.</p> <p>A copy of the District’s Service Plan can be found on the District’s website or by contacting the District at the District contact information above.</p> |



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| Authorized Types of District Taxes:                                                                                                                          | <p>Debt Mill Levy, Operating Mill Levy, and Town Operations and Maintenance Mill Levy</p> <p>These mill levies result in taxes you will owe to the District and are described further below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| District Total Debt Issuance Authorized per Districts Service Plan:                                                                                          | \$35,678,000 in the aggregate (with Firelight Irrigation Metropolitan District and Firelight Residential Metropolitan District)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| District Improvements Financed by Debt:                                                                                                                      | The District intends to, or has already issued debt to pay for the following public improvements: streets, water, non-potable water, sewer, traffic and safety control, parks and recreation, and landscaping. The District is permitted to issue debt for any purposes set forth in its Service Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:                                                       | <p>Maximum Debt Mill Levy: 50 Mills</p> <p>This Mill Levy may fluctuate based on changes in assessment rates.</p> <p>At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.</p> |
| Ongoing Operations and Maintenance Services of the District:                                                                                                 | The District intends to impose an Operating Mill Levy to pay for ongoing administration, operating and maintenance obligations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Maximum Operating Mill Levy that may be levied annually on properties within the District to pay for the ongoing operations and maintenance described above. | <p>Maximum Operating Mill Levy: 60 Mills until such time the District issues Debt. After the District issues debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt Mill Levy, shall be 60 Mills, subject to the Mill Levy Adjustment.</p> <p>This Mill Levy may fluctuate based on changes to residential assessment rates.</p> <p>The Operating Mill Levy is distinct from the Debt Mill Levy taxes and cannot be used to repay Debt.</p> <p>The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|                                                                                                                                                                                                                                                                                                                                                                                                            | provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost. |
| Maximum Town O&M Mill Levy that is required to be levied annually on properties within the District and transferred to the Town.                                                                                                                                                                                                                                                                           | Maximum Town Operations and Maintenance Mill Levy: 3 mills                                                                                                                                                                                                                                                                                                                                            |
| District Fees:                                                                                                                                                                                                                                                                                                                                                                                             | The District may impose and collect Fees for services, programs facilities furnished by the District, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance costs and for the payment of an indebtedness of the District.                                                           |
| Other Taxing Entities to which you will pay taxes to:                                                                                                                                                                                                                                                                                                                                                      | [List all taxing entities and current mill levies within the District Boundaries as identified by the Weld County Assessor, including mille levies and annual tax levied for prior fiscal year]                                                                                                                                                                                                       |
| ** This information is based upon the property taxes levied on property within the District imposed in 2022 for collection in 2023, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Weld County Assessor's office to obtain the most accurate and up to date information. |                                                                                                                                                                                                                                                                                                                                                                                                       |

Sample Calculation of Taxes Owed for a Commercial Property within the District:

Assumptions:

Example market value of commercial property in District is \$500,000

Debt Mill Levy is 50 mills

Operating Mill Levy is 10 mills

Town O&M Mill Levy is 3 mills

Total Metropolitan District mill levies = 63 mills

Calculation of Metropolitan District Taxes:

$\$500,000 \times .029 = \$14,500$  (Assessed Valuation)

$\$14,500 \times .063 \text{ mills} = \$9,135$  per year in taxes

Total Additional Mill Levies from Other Taxing Entities: \_\_\_\_\_ mills = \$ \_\_\_\_\_ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A COMMERCIAL PROPERTY COSTING \$500,000 += \$ \_\_\_\_\_

## EXHIBIT E

### SPECIAL DISTRICT DISCLOSURE

**ATTENTION HOMEBUYER:** You are purchasing a home that is located within **Firelight Residential Metropolitan District** (the “District”). This District has the authority to issue bonds or other debt to pay for public improvements and the authority to levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

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| Name of District:                 | Firelight Residential Metropolitan District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Contact Information for District: | c/o White Bear Ankele Tanaka & Waldron<br>2154 E. Commons Avenue, Suite 2000<br>Centennial, CO 80122                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| District Website:                 | [To be provided]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| District Boundaries:              | See attached map. It is conceivable that additional boundary adjustments may be made to include or exclude property from the District. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the District’s Board of Directors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Purpose of the District:          | <p>The District was organized pursuant to C.R.S. § 32-1-101 <i>et seq.</i> The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Firelight Park project located in the Town of Firestone, Colorado (the “Town”) and described further in the District’s Service Plan.</p> <p>The District may dedicate certain public improvements to the Town or other appropriate jurisdiction. The operations and maintenance of public improvements dedicated to the Town or other appropriate jurisdiction shall rest with the Town or other appropriate jurisdiction as the case may be.</p> <p>Public improvements not dedicated to the Town or other appropriate jurisdiction may be owned, operated, and maintained by the District. The District has authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operation and maintenance of improvements as set forth in the Service Plan.</p> <p>A copy of the District’s Service Plan can be found on the District’s website or by contacting the District at the District contact information above.</p> |



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| Authorized Types of District Taxes:                                                                                                                          | <p>Debt Mill Levy, Operating Mill Levy, and Town Operations and Maintenance Mill Levy</p> <p>These mill levies result in taxes you will owe to the District and are described further below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| District Total Debt Issuance Authorized per Districts Service Plan:                                                                                          | \$35,678,000 in the aggregate (with Firelight Irrigation Metropolitan District and Firelight Commercial Metropolitan District)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| District Improvements Financed by Debt:                                                                                                                      | The District intends to, or has already issued debt to pay for the following public improvements: streets, water, non-potable water, sewer, traffic and safety control, parks and recreation, and landscaping. The District is permitted to issue debt for any purposes set forth in its Service Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:                                                       | <p>Maximum Debt Mill Levy: 50 Mills</p> <p>This Mill Levy may fluctuate based on changes in assessment rates.</p> <p>At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.</p> |
| Ongoing Operations and Maintenance Services of the District:                                                                                                 | The District intends to impose an Operating Mill Levy to pay for ongoing administration, operating and maintenance obligations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Maximum Operating Mill Levy that may be levied annually on properties within the District to pay for the ongoing operations and maintenance described above. | <p>Maximum Operating Mill Levy: 60 Mills until such time the District issues Debt. After the District issues debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt Mill Levy, shall be 60 Mills, subject to the Mill Levy Adjustment.</p> <p>This Mill Levy may fluctuate based on changes to residential assessment rates.</p> <p>The Operating Mill Levy is distinct from the Debt Mill Levy taxes and cannot be used to repay Debt.</p> <p>The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|                                                                                                                                                                                                                                                                                                                                                                                                            | provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost. |
| Maximum Town O&M Mill Levy that is required to be levied annually on properties within the District and transferred to the Town.                                                                                                                                                                                                                                                                           | Maximum Town Operations and Maintenance Mill Levy: 3 mills                                                                                                                                                                                                                                                                                                                                            |
| District Fees:                                                                                                                                                                                                                                                                                                                                                                                             | The District may impose and collect Fees for services, programs facilities furnished by the District, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance costs and for the payment of an indebtedness of the District.                                                           |
| Other Taxing Entities to which you will pay taxes to:                                                                                                                                                                                                                                                                                                                                                      | [List all taxing entities and current mill levies within the District Boundaries as identified by the Weld County Assessor, including mille levies and annual tax levied for prior fiscal year]                                                                                                                                                                                                       |
| ** This information is based upon the property taxes levied on property within the District imposed in 2022 for collection in 2023, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Weld County Assessor's office to obtain the most accurate and up to date information. |                                                                                                                                                                                                                                                                                                                                                                                                       |

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$500,000

Debt Mill Levy is 50 mills

Operating Mill Levy is 10 mills

Town O&M Mill Levy is 3 mills

Total Metropolitan District mill levies = 63 mills

Calculation of Metropolitan District Taxes:

$\$500,000 \times .0715 = \$35,750$  (Assessed Valuation)

$\$35,750 \times .063 \text{ mills} = 2,252$  per year in taxes

Total Additional Mill Levies from Other Taxing Entities: \_\_\_\_\_ mills = \$ \_\_\_\_\_ annual taxes

TOTAL 2022 PROPERTY TAXES [DUE IN 2023] FOR A HOME COSTING \$500,000 = \$ \_\_\_\_\_

**EXHIBIT F**  
Amended and Restated Intergovernmental Agreement



**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN AND  
AMONG  
THE TOWN OF FIRESTONE, COLORADO AND THE  
FIRELIGHT IRRIGATION METROPOLITAN DISTRICT,  
FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT,  
AND THE  
FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT**

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by, between and among the TOWN OF FIRESTONE, a statutory town organized and existing under the laws of the State of Colorado (the “Town”), and the FIRELIGHT IRRIGATION METROPOLITAN DISTRICT (the “Irrigation District”), FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT (the “Commercial District”), and the FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT (the “Residential District”), each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “Districts”). The Town and the Districts are collectively referred to as the Parties.

**WITNESSETH:**

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Amended and Restated Service Plan approved by the Town on \_\_\_\_\_, 2022 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to and requires the execution of an intergovernmental agreement among the Town and the Districts; and

WHEREAS, the Town has approved the Firelight Park ODP Amendment, Residential Preliminary Plat, and Non-Residential Minor Plat for the Property; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to comply with the Service Plan and to address certain matters related to the organization, powers and authorities of the District.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan, this Agreement, and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts are authorized, but not obligated,

to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Notwithstanding the foregoing, all parks, trails and open space not otherwise dedicated to the Town and owned by the Districts shall be open to the general public free of charge. The Districts may provide covenant enforcement, design review services and other services to the residents, owners and taxpayers within the Districts pursuant to and in accordance with § 32-1-1004(8), C.R.S. The Districts may impose a mill levy, Special Assessments and/or Fees to pay for Operation and Maintenance Costs in accordance with the Service Plan and this Agreement.

2. Town O&M Mill Levy. Commensurate with the initial imposition of a debt service mill levy imposed after approval of this Service Plan, the Commercial District and the Residential District hereby agree that they shall impose the Town O&M Mill Levy. Each District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when that District first imposes a debt service mill levy and shall not be required to be imposed prior to such date; provided, however, that any debt service mill levy previously imposed by the Commercial District shall not trigger this requirement and this requirement shall instead trigger upon the imposition of a debt service mill levy imposed after approval of this Service Plan. The revenues received from the Town O&M Mill Levy shall be remitted to the Town annually. Revenues generated by the Town O&M Mill Levy and a District's obligation to remit said revenues to the Town on an annual basis, as required by the Service Plan and this Agreement, shall not be included within or subject to the Total Debt Limit. The Town O&M Mill Levy shall be separate and apart from the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy.

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

4. Television Relay and Translation; Mosquito Control, and Other Limitations. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain, or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any solid waste disposal, collection and transportation facilities and services.

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

performing such work.

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

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

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

7. Inclusion Limitation. The Districts shall not include into their respective boundaries any property outside of the Inclusion Area set forth in Exhibit B-1 of the Service Plan; provided, however, that the Districts shall provide prior written notice to the Town prior to any inclusion becoming effective. No property will be included within a District at any time unless such property has been annexed into the Town's corporate limits.

8. Exclusion Limitation. A District may exclude from its boundaries any property; provided, however, that a District shall provide prior written notice to the Town prior to any exclusion becoming effective. The District shall not exclude from its boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another metropolitan district that has been or will be formed under the Special District Act, without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

9. Total Debt Issuance. The Districts, in the aggregate, shall not issue Debt in excess of the Total Debt Limit. The Total Debt Limit shall not be applicable to refunding or refinancing of Debt authorized to be issued pursuant to the Service Plan unless the principal amount of the refunding bonds exceed the principal amount originally issued, in which case the difference shall count against the Total Debt Limit.

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

11. Fees. Except as set forth in the Service Plan, and if authorized through amendment to this Agreement, a District may impose and collect Fees for services, programs or facilities furnished by that District, and may from time to time increase or decrease such Fees, and may use the revenue from such Fees for the repayment of Debt, capital costs, or Operation and Maintenance Costs and for the payment of any indebtedness of the District. Notwithstanding anything herein to the contrary, the Irrigation District is authorized to impose Fees in an amount reasonably required for services, programs and facilities provided by the Irrigation District and may from time to time

increase or decrease such Fees, and may use the revenue from such Fees for the repayment of Debt, capital costs, or Operation and Maintenance Costs and for the payment of any indebtedness of the Irrigation District.

12. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

13. Dissolution. Upon an independent determination of the Town Board that the purposes for which a District was created have been accomplished, a District shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the District has ongoing operation and maintenance functions such District shall not be required to dissolve. Additionally, if the Board of Directors of a District determines that the existence of that District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of such District shall promptly effectuate the dissolution of that District

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

15. Applicable Laws. The Districts acknowledge that the property within their respective boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The Districts shall submit an annual report ("Annual Report") to the Town no later than April 30<sup>th</sup> of each year following the year in which the Order and Decree creating the District has been issued, containing the information set forth in Section VII of the Service Plan.

17. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, delivered electronically (if confirmed promptly telephonically) or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following address or at such other address or addresses as any party hereto shall designate in writing to the other party hereto:

To Town:       Town of Firestone  
                      151 Grant Ave.  
                      Firestone, Colorado 80102  
                      Attention: Town Manager

To Districts:    Firelight Irrigation Metropolitan District  
                      Firelight      Commercial      Metropolitan  
                      District  
                      Firelight Residential Metropolitan District



c/o White Bear Ankele Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Attention: Jennifer Gruber Tanaka, Esq.

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

- a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties.
- b. Non-assignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.
- c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.
- d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.
- e. Execution of Documents. This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original.
- f. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- g. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.
- h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Weld County.

- i. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.
- k. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
- l. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, which agreement serves to supplement the Service Plan and, along with the Service Plan, constitutes the entire agreement between the Parties concerning the subject matter hereof. Any previous intergovernmental agreements between the Parties concerning the subject matter hereof are superseded by this Agreement. Notwithstanding anything herein to the contrary, the Parties hereto, along with the Highway 119 Metropolitan District Nos. 4-10 (the “Highway 119 Districts”), entered into an Intergovernmental Agreement, dated October 10, 2017 (the “Original IGA”). Nothing herein shall amend or supersede the Original IGA as it relates to the Highway 119 Districts. This Agreement shall amend and replace and supersede in its entirety the Original IGA as it relates to the Districts only.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Drew Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Koenig, Town Clerk

ATTEST:

FIRELIGHT    IRRIGATION    METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

FIRELIGHT COMMERCIAL METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

FIRELIGHT RESIDENTIAL METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a

Discussion/Action

Meeting Date: July 13, 2022

Initiated By: Dave Lindsay

Dept: Public Works

#### **AGENDA TITLE**

**Resolution 22-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROCUREMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE MOUNTAIN SHADOWS PARK IRRIGATION PROJECT

#### **SUMMARY**

In 2017, Firestone drilled and completed an alluvial well on the Mountain Shadows Park property for the purpose of developing a non-potable irrigation pump station. The project would allow the Parks Division to transition irrigation of Mountain Shadows Park and an adjacent trail corridor from treated water to alluvial well water. The project had to be put on hold while we completed a Water Action Plan and was further postponed while we were focused on constructing the new water supply and treatment systems. Now that we are catching up on those projects, we have moved the Mountain Shadows project forward again. The design of the pump station is complete, and because of the long lead time to procure the pump and associated controls, we are recommending the Town enter into a procurement contract with Water Technologies Group to pre-purchase that equipment. Through normal bidding processes, Water Technology Group has provided the pumps for many of the other Town pump station projects. Both the design teams and the contractors that are involved in these projects have been extremely pleased with the service and products Water Technology Group has provided. The Town has been happy enough with its performance that we are currently negotiating a service and support agreement with Water Technologies Group to assist Public Works with periodic service and inspection, troubleshooting, and repairs that are beyond in-house capacity. Firestone has secured project materials in this manner in the past when similar long lead manufacture and delivery issues would have delayed the completion of a project. And like our relationship with Dana Kepner for our water pipe, valves, and meters, there is substantial efficiency in having a single source of pump and control systems.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On December 14, 2016, the Board of Trustees approved a park well feasibility study to look into the potential of using groundwater to irrigate parks.

On September 27, 2017, the Board of Trustees approved a design services contract with McGrane Water Engineers for the design of alluvial irrigation well on the Mountain Shadows Park property.

On November 15, 2017, the Board of Trustees approved a drilling contract to drill an irrigation well on the Mountain Shadows Park property.

#### **RECOMMENDATION**

Staff recommends the Board of Trustees approve the attached resolution awarding the procurement contract for the Mountain Shadows Park Irrigation System Pump and Controls to Water Technology Group (a Cogent Company), and authorize the Mayor to execute the contract on behalf of the Town.

#### **ALTERNATIVES**

The Board could direct staff to solicit bids for procurement of the pumps and controls or to make their procurement part of the pump station construction project.

**ATTACHMENTS**

1. Res 22-82 Water Tech Group Mountain Shadows Park Project
2. Vicinity Map
3. Pump Exhibit
4. W2022-9549.01 Notice of Award (Water Technology Group)
5. W 2022-9549.01 Procurement Agreement (Water Technology Group)
6. Water Technologies Proposal R2

**FINANCIAL CONSIDERATIONS**

The procurement contract is for a lump sum amount of \$54,571.00 and will be paid from the Water Fund.

**RESOLUTION NO. 22-82**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,  
COLORADO, APPROVING A PROCUREMENT AGREEMENT BETWEEN THE  
TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT  
COMPANY) FOR THE MOUNTAIN SHADOWS PARK IRRIGATION PROJECT**

WHEREAS, the Town of Firestone ("Town") is in need of a pump and associated controls for the Mountain Shadows Park Irrigation Project; and

WHEREAS, because of the long lead time required to procure the goods and materials the Town desires to enter into a procurement agreement to ensure that the pump station can be completed in a timely manner; and

WHEREAS, Water Technology Group which was awarded the bid for procurement of the pump and associated controls has previously provided pumps for other Town projects and the Town's water project design teams and contractors have been extremely satisfied with their performance.

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

The Procurement Agreement for the pump and associated controls for the Mountain Shadows Park Irrigation System Project between the Town of Firestone and Water Technology Group (A Cogent Company ) is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Drew Alan Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

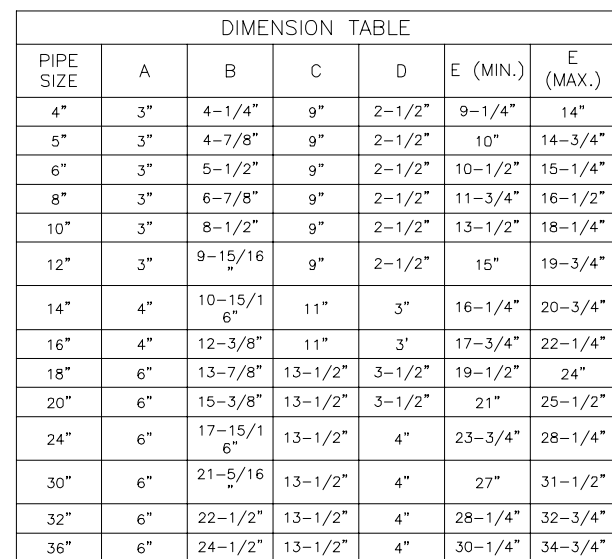


# Mountain Shadows Park Irrigation Well and Pump Station

Write a description for your map.







1. PROVIDE HALF ROUND RIGID INSULATION AND INSULATION PROTECTION SHIELD. SIMILAR TO ANVIL INTL FIG. 167 OR ELCEN FIG. 219, WHERE PIPING IS INSULATED.
2. PIPING SUPPORTS TO RECEIVE EPOXY PAINT



| DIMENSION TABLE |    |           |         |        |          |             |
|-----------------|----|-----------|---------|--------|----------|-------------|
| PIPE<br>SIZE    | A  | B         | C       | D      | E (MIN.) | E<br>(MAX.) |
| 4"              | 3" | 4-1/4"    | 9"      | 2-1/2" | 9-1/4"   | 14"         |
| 5"              | 3" | 4-7/8"    | 9"      | 2-1/2" | 10"      | 14-3/4"     |
| 6"              | 3" | 5-1/2"    | 9"      | 2-1/2" | 10-1/2"  | 15-1/4"     |
| 8"              | 3" | 6-7/8"    | 9"      | 2-1/2" | 11-3/4"  | 16-1/2"     |
| 10"             | 3" | 8-1/2"    | 9"      | 2-1/2" | 13-1/2"  | 18-1/4"     |
| 12"             | 3" | 9-15/16"  | 9"      | 2-1/2" | 15"      | 19-3/4"     |
| 14"             | 4" | 10-15/16" | 11"     | 3"     | 16-1/4"  | 20-3/4"     |
| 16"             | 4" | 12-3/8"   | 11"     | 3'     | 17-3/4"  | 22-1/4"     |
| 18"             | 6" | 13-7/8"   | 13-1/2" | 3-1/2" | 19-1/2"  | 24"         |
| 20"             | 6" | 15-3/8"   | 13-1/2" | 3-1/2" | 21"      | 25-1/2"     |
| 24"             | 6" | 17-15/16" | 13-1/2" | 4"     | 23-3/4"  | 28-1/4"     |
| 30"             | 6" | 21-5/16"  | 13-1/2" | 4"     | 27"      | 31-1/2"     |
| 32"             | 6" | 22-1/2"   | 13-1/2" | 4"     | 28-1/4"  | 32-3/4"     |
| 36"             | 6" | 24-1/2"   | 13-1/2" | 4"     | 30-1/4"  | 34-3/4"     |

1. PROVIDE HALF ROUND RIGID INSULATION AND INSULATION PROTECTION SHIELD. SIMILAR TO ANVIL INTL FIG. 167 OR ELCEN FIG. 219, WHERE PIPING IS INSULATED.
2. PIPING SUPPORTS TO RECEIVE EPOXY PAINT



## CIVIL DETAILS

|                              |                   |
|------------------------------|-------------------|
| SMRC PROJECT NO.<br>X-2022-X | DRAWING NO.       |
| DESIGN BY:<br>JI             | C-5               |
| DRAWN BY:<br>RH              |                   |
| CHECKED BY:<br>DAB           |                   |
|                              | SHEET:<br>5 of 10 |

| REVISIONS |         |                |             |
|-----------|---------|----------------|-------------|
|           |         |                |             |
|           |         |                |             |
|           |         |                |             |
|           |         |                |             |
|           | 6/15/22 | FOR SEO REVIEW | DAB         |
| REV       | DATE    | DESCRIPTION    | APPROVED BY |

## **SECTION 00510 NOTICE OF AWARD**

Date: \_\_\_\_\_

|                                                                                               |                                     |
|-----------------------------------------------------------------------------------------------|-------------------------------------|
| Project: Town of Firestone - Mountain Shadows Park Irrigation System Pump Procurement Project |                                     |
| Owner: Town of Firestone                                                                      | Owner's Contract No.: W2022-9549.01 |
| Contract: Procurement                                                                         | Engineer's Project No.:             |
| Bidder: Water Technology Group (A Cogent Company)                                             |                                     |
| Bidder's Address: 14452 W 44 <sup>th</sup> Ave, Golden, CO 80403                              |                                     |

You are notified that your Bid dated June 24, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Mountain Shadows Park Irrigation System Pump Procurement Project.

The Contract Price of your Contract is \$ 54,571.00.

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

By: \_\_\_\_\_  
Mayor

Copy to Engineer

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACTS

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement Between Buyer and Seller for Procurement Contracts has been prepared for use with the Standard General Conditions for Procurement Contracts (EJCDC P-700, 2010 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. The suggested wording contained in the Suggested Instructions to Bidders for Procurement Contracts (EJCDC P-200, 2010 Edition), the Suggested Bid Form for Procurement Contracts (EJCDC P-400, 2010 Edition), and the Guide to the Preparation of Supplementary Conditions for Procurement Contracts (EJCDC P-800, 2010 Edition) is also carefully interrelated with the wording of this Agreement.

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

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NOTE: EJCDC publications may be purchased at [www.ejcdc.org](http://www.ejcdc.org), or from any of the four sponsoring organizations above.



This document contains a suggested format and suggested terms and conditions that will be applicable in most situations. Additional information concerning the use of *this and other* EJCDC Procurement Documents may be found in the Commentary on the EJCDC Procurement Documents (EJCDC P-001, 2010 Edition).

For brevity in the text, the Standard General Conditions for Procurement Contracts (EJCDC P-700, 2010 Edition) will be referred to as "General Conditions."

For brevity in the "Notes to Users" referenced paragraphs of the Suggested Instruction to Bidders (EJCDC P-200, 2010 Edition) are referred to with the prefix "I", those of the Bid Form (EJCDC P-400, 2010 Edition) with the prefix "BF", and those of the General Conditions (P-700, 2010 Edition) or Supplementary Conditions (EJCDC P-800, 2010 Edition) with the prefix "GC" or "SC".

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# AGREEMENT

THIS AGREEMENT is by and between Town of Firestone (“Buyer”) and Water Technology Group (a Cogent Company) (“Seller”).

Buyer and Seller hereby agree as follows:

## ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

## ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:
- A. Provide and Install one submersible pumping system;
  - B. Provide and Install one variable frequency drive;
  - C. Provide and Install one flowmeter;
  - D. Provide and Install one 1Q3 lineator.

## ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by McGrane Water Engineering, LLC. (“Engineer”), which is to act as Buyer’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller’s furnishing of Goods and Special Services.

## ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as: **Town of Firestone, Mountain Shadows Park Pump Station, Weld County, Colorado.**

## ARTICLE 5 – CONTRACT TIMES

### 5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

### 5.02 *Milestones*

- A. *Date for Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer’s review and acceptance within twenty-one (21) Contract Days. It is the intent of the parties that (1)
- B. Engineer conduct such review and issue its acceptance, or a denial accompanied by substantive comments regarding information needed, within 14 days of

Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

C. *Date for Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to) the following:

1. November 30, 2022 for shipment from the factory, or 20 weeks from Town Board Approval (scheduled for July 13, 2022);
2. March 29, 2023 for start-up;
3. April 12, 2023 for final completion.

#### **5.03 Buyer's Final Inspection**

A. *Days to Achieve Final Inspection:* Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 14 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

#### **5.04 Liquidated Damages**

A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$200.00 for each day that expires after the times specified in Paragraph 5.02.B for delivery of acceptable Goods.

### **ARTICLE 6 – CONTRACT PRICE**

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

A. The prices stated in Seller's Bid, attached hereto as an exhibit.

### **ARTICLE 7 – PAYMENT PROCEDURES**

#### **7.01 Submittal and Processing of Payment**

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.



## 7.02 *Progress Payments; Retainage*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
  - 1. Applications for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions shall be paid in accordance with the Specifications, less five-percent (5%) retainage and such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

## 7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## **ARTICLE 8 – INTEREST**

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

## **ARTICLE 9 – SELLER'S REPRESENTATIONS**

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
  - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
  - B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
  - C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.

Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations

under the Contract Documents.

- D. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

## **ARTICLE 10 – CONTRACT DOCUMENTS**

### *10.01 Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to A-2, inclusive);
  - 2. Performance Bond (pages \_\_\_\_\_);
  - 3. Payment Bond (pages \_\_\_\_\_);
  - 4. General Conditions (pages 1 to 61, inclusive);
  - 5. Supplementary Conditions (pages 1 to 16, inclusive);
  - 6. Specifications as listed in table of contents of the Project Manual;
  - 7. Drawings, Plan Map (1 Page), Draft Electrical One-Line (1 page) & Pumping Equipment Submittal Package (39 Pages)
  - 8. Addenda (Numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Seller's Bid, solely as to the prices set forth therein (Bid Form Page BF-1 to BF-4).
    - b. Documentation submitted by Seller prior to Notice of Award (Attachment A);
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed;
    - b. Change Order(s);
- B. Work Change Directive(s). The documents listed in Paragraph 10.01.A are attached to this

Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 11 – MISCELLANEOUS**

### *11.01 Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

### *11.02 Assignment of Contract*

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services and Seller shall consent to such assignment upon request by the Buyer. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment are attached as exhibits to this Agreement.
  - 1. The Contract will be executed in the name of Buyer initially, and may be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment will occur upon execution of all required counterparts. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
  - 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
  - 3. After assignment:
    - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.
    - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
      - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
      - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract

Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### *11.03 Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### *11.04 Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### *11.05 Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract
- 4. t.

#### *11.06 Limitations*



- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph

11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of other (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

#### *11.07 Other Provisions*

- A. None.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

Buyer: Town of Firestone

Seller: Water Technology Group (a Cogent Co.)

By: \_\_\_\_\_  
[Corporate Seal]

By: \_\_\_\_\_  
[Corporate Seal]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for service of process:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

.

**EXHIBIT A-1 to Agreement Between Buyer and Seller dated \_\_\_\_\_**

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;  
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on *[insert date]*.

*[or]*

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between Town of Firestone  
\_\_\_\_ (“Buyer”) and Water Technology Group (a Cogent Company) (“Seller”) for furnishing Goods and Special Services under the Contract Documents entitled \_Vertical Turbine Pump & Motor Assemblies and VFDs

is hereby assigned, transferred, and set over to \_\_\_\_\_ (“Construction Contractor”). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

**ASSIGNMENT DIRECTED BY:**

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

\_\_\_\_\_  
Buyer  
By: \_\_\_\_\_  
(Signature) (Title)

**ASSIGNMENT**

**ACKNOWLEDGED AND ACCEPTED BY:**

(If Seller is a corporation, attach evidence of authority to sign.)

\_\_\_\_\_  
Seller  
By: \_\_\_\_\_  
(Signature) (Title)

**ASSIGNMENT ACCEPTED BY:**

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

\_\_\_\_\_  
Construction Contractor  
By: \_\_\_\_\_

**EXHIBIT A-2 to Agreement Between Buyer and Seller dated \_\_\_\_\_**

**AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY**

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled \_\_\_\_\_ by and between \_\_\_\_\_ Town of Firestone ("Buyer") and \_\_\_\_\_ Water Technology Group (a Cogent Company) ("Seller") may be assigned, transferred, and set over to \_\_\_\_\_ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)



**June 24, 2022**

**ATTN:**

**Quote: OP-550988**

**Project:** Mountain Shadows Irrigation  
Pump Station

**Subject:** Proposal

**Bid Due:**

Water Technology Group/Cogent Company is pleased to present the following Scope of Supply:

| Item                                                                                                                                                                                                                                                                                                                                                        | Description                                                                                                                                                                                                                            | Qty | Net Price<br>Each        | Extended<br>Price        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------|--------------------------|
| A)                                                                                                                                                                                                                                                                                                                                                          | Xylem Goulds VIS 7CLC 12 Stage Submersible Pump<br>- Bowls and Motor Only, Riser Pipe By Others<br>- 200GPM @ 260ft TDH<br>- 316SS 5.125" Impellers<br>- 416SS Shaft<br>- Bronze Bearings<br>- Hitachi 20HP 1800 RPM Submersible Motor | 1   | \$34,200.00              | \$34,200.00              |
| <b>Note: WTG is offering a Yaskawa VFD as a shorter lead time option. The Yaskawa drive has a lead time of 18-20 weeks. Both manufacturers are issuing mid-year price increases effective 7/1 due to market and supply chain issues. If a PO is issued to WTG before 7/1 we can offer a lower price. Otherwise the price will increase reflected below.</b> |                                                                                                                                                                                                                                        |     |                          |                          |
| B)                                                                                                                                                                                                                                                                                                                                                          | ABB 30HP VFD<br>- ACQ580 Water/Wastewater drive<br>- 240VAC, 3ph<br>- Integrated Fused Disconnect<br>- NEMA 12 Wall Mounted<br>- Modbus RTU Adapter                                                                                    | 1   | \$6,950.00<br>\$7,482.18 | \$6,950.00<br>\$7,482.18 |
| B)                                                                                                                                                                                                                                                                                                                                                          | Yaskawa 30HP VFD<br>- iQPump1000 Pump drive<br>- 240VAC, 3ph<br>- Integrated Fused Disconnect<br>- NEMA 1 Enclosure<br>- Embedded Modbus RTU/Memobus Accessible via a RS-422/485 Communication Port.                                   | 1   | \$6,950.00<br>\$7,482.18 | \$6,950.00<br>\$7,482.18 |
| C)                                                                                                                                                                                                                                                                                                                                                          | Mirus Lineator 1Q3<br>- 90A/240V/1ph Input<br>- Generates 3 Phase 240V Output<br>- 20HP                                                                                                                                                | 1   | \$3,915.00               | \$3,915.00               |
| D)                                                                                                                                                                                                                                                                                                                                                          | TCI V1K80A01 dV/dt Filter<br>- 240V, 25HP, 80 Amp<br>- UL Type 1                                                                                                                                                                       | 1   | \$1,556.00               | \$1,556.00               |

|                                          |                                         |   |            |                    |
|------------------------------------------|-----------------------------------------|---|------------|--------------------|
| Mountain Shadows Irrigation Pump Station |                                         |   |            | Cogent, Inc.       |
| 6/24/2022                                |                                         |   |            | OP-550988          |
| E)                                       | Toshiba LF654 Remote Mag Flow Meter     | 1 | \$5,950.00 | \$5,950.00         |
|                                          | - NSF Approved Polyurethane Liner       |   |            |                    |
|                                          | - 316SS Electrodes                      |   |            |                    |
|                                          | - Carbon Steel Case                     |   |            |                    |
|                                          | - 50 ft each of Signal and Power Cables |   |            |                    |
| F)                                       | Startup for Pump, Motor, and VFD        |   |            | \$2,000            |
|                                          | - Assuming 2 trips                      |   |            |                    |
| <b>Total:</b>                            |                                         |   |            | <b>\$54,571.00</b> |

Subject to Cogent, Inc. Standard Terms & Conditions of Sale. Quote valid for 15 days.

**Delivery:** Pump and Motor: 12-14 weeks after receipt of approved submittals  
VFD: 30-35 weeks after receipt of approved submittals  
Mirus Lineator: 10-12 weeks after receipt of approved submittals  
TCI Voltage Filter: 4-6 weeks after receipt of approved submittals  
Flow Meter: 4-6 weeks after receipt of approved submittals

**NOTES:**

Selections based on information provided; anything not listed above is not included in price. Changes to design point and/or equipment specifications are subject to re-quote. Taxes not included. Freight is included.

Items not included in the above package: Installation labor, gauges, seal or packing flush hardware, video equipment/taping, lubricants, special paint or paint preparation, local taxes, noise or vibration testing, wiring, conduits, field startup, hatch, ladder, additional factory testing or items not listed in the above proposal.

Startup and commissioning service, in addition to any quoted above, is subject to re-quote.

Regards,

**Sean Helmer**

*Municipal Engineered Sales*

Cell: 314-724-1269

MAIN: 303-584-9000

[SHelmer@cogentcompanies.com](mailto:SHelmer@cogentcompanies.com)

**Zach Alexander**

*Engineered Sales*

CELL: 281-806-8879

MAIN: 303-524-6937

[zalexander@cogentcompanies.com](mailto:zalexander@cogentcompanies.com)

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b

Discussion/Action

Meeting Date: July 13, 2022

Initiated By: Dave Lindsay

Dept: Public Works

#### **AGENDA TITLE**

**Resolution 22-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO.2 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC FOR CONSTRUCTION OF A PUMP STATION FOR THE ST. VRAIN WATER TREATMENT PLANT

#### **SUMMARY**

Firestone entered into a construction agreement with Integrated Water Services, Inc. for the construction of the St. Vrain Water Treatment Plant Pump Station. This is the potable water pump station that will be owned and operated by the Town to deliver treated water from the St. Vrain Water Treatment Plant to the Town's existing potable water distribution system. During the course of the work, several changes were required that were beyond the scope of the work which the contractor carried through the project. The work on the project is nearly complete, so a change order has been prepared to incorporate these modifications into the contract. The six changes to the contract can be summarized as follows:

- 1) Additional structural rock was imported to stabilize the subgrade of the pump station and turbine cans.
- 2) Changing an electrical cabinet to one preferred by United Power.
- 3) Increasing the size of the Emergency Generator pad to accommodate some additional equipment and to increase the thickness of the pad to accommodate the weight of the generator.
- 4) Addition of conduit, electric wire, and communication cable for SCADA communications associated with the FAST Pipeline.
- 5) Painting the exterior wood elements of the pump station building, which was not called out on the construction plans or in the specs.
- 6) Replacing one of the ventilation louvers to correct a conflict with an interior electric cabinet.

All of these were changes to conditions that could not be reasonably anticipated by the Contractor or were additions to the work directed by the Engineer.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On May 26, 2021, the Board of Trustees approved Resolution 21-68 awarding the construction contract for the St Vrain Water Treatment Plant Pump Station to Integrated Water Services.

On December 8, 2021, the Board of Trustees approved Resolution 21-209 approving Change Order 1 to the IWS contract to add the FAST Pipeline construction to the project.

#### **RECOMMENDATION**

Staff recommends the Board approve the attached resolution approving Change Order No. 2 for the St Vrain Water Treatment Plant construction contract with Integrated Water Services and authorize the Mayor to execute the change order on behalf of the Town.

#### **ALTERNATIVES**

NA

**ATTACHMENTS**

1. Res 22-83 IWS Pump Station Change Order 2
2. Site Plan
3. W2020-9524.02 Potable Water Pump Station CO No 2 (signed)

**FINANCIAL CONSIDERATIONS**

Change Order No. 2 increases the contract amount by \$71,502.00 for a new contract amount of \$2,837,216.00 and will be paid from the Water Fund.



## **RESOLUTION NO. 22-83**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO.2 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC FOR CONSTRUCTION OF A PUMP STATION FOR THE ST. VRAIN WATER TREATMENT PLANT**

WHEREAS, by Resolution No.21-68 the Town of Firestone ("Town") entered into an agreement with Integrated Water Services Inc ("IWS") for the construction of the St. Vrain Water Treatment Plant's Pump Station ("Pump Station"); and

WHEREAS, by Resolution No.21-209 the Town approved Change Order No. 1 to the agreement which authorized IWS to install the pipelines to connect the Firestone Alluvial Supply Treatment ("FAST") wells to the St. Vrain Water Treatment Plant; and

WHEREAS, during the construction of the Pump Station there were several changes beyond the scope of work that could not be reasonably anticipated by IWS or were directed by the Project Engineer all of which were necessary for the successful completion of the Pump Station; and

WHEREAS, these changes, included for example, additional structural rock to stabilize the subgrade of the Pump Station and turbine cans, changing an electrical cabinet to one preferred by United Power, increasing the size and thickness of the Emergency Generator pad to accommodate additional equipment and the weight of the generator, addition of conduit, electric wire and communication cable for Supervisory Control and Data Acquisition ("SCADA") communications with the FAST pipeline, painting of exterior wood elements of the Pump Station which work was not set forth in the scope of work and replacing a ventilation louvre to correct a conflict with an interior electrical cabinet.

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

Change Order No. 2 to the Agreement between the Town of Firestone and Integrated Water Services Inc. for the Construction of a Pump Station for the St. Vrain Water Treatment Plant is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute Change Order No. 2 on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF FIRESTONE, COLORADO

---

Drew Alan Peterson, Mayor

ATTEST:

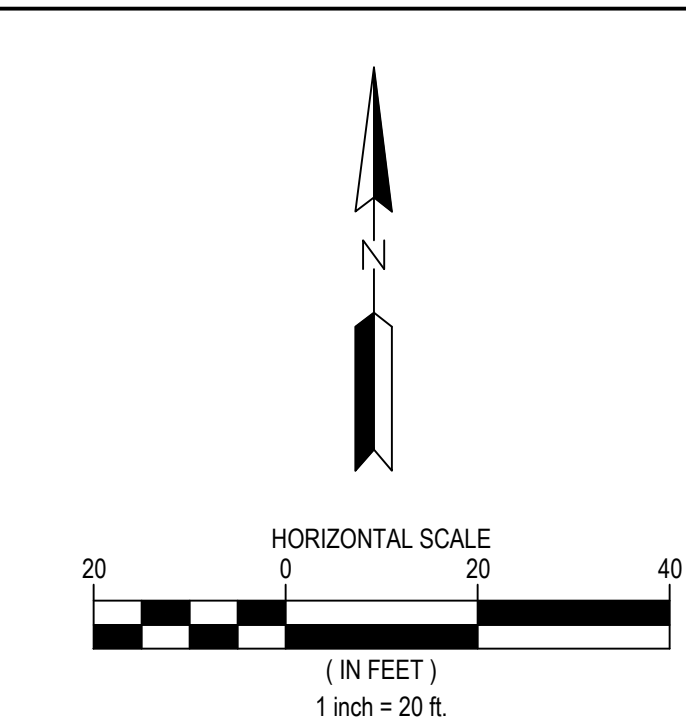
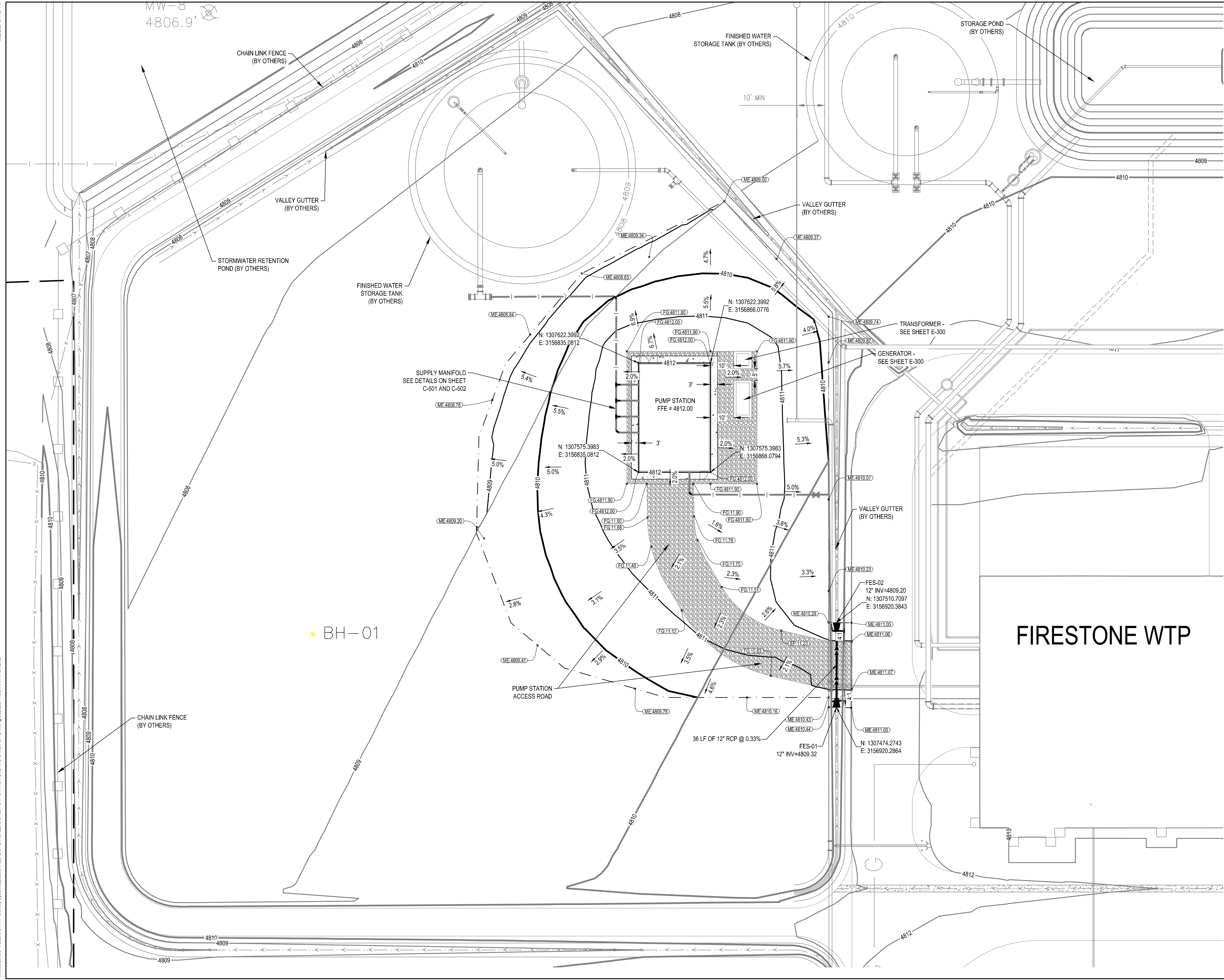
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Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

---

William P. Hayashi, Town Attorney



**LEGEND**

|            |                                            |
|------------|--------------------------------------------|
| ---        | PROPERTY BOUNDARY                          |
| - - - -    | EXISTING MINOR CONTOUR                     |
| - - - -    | EXISTING MAJOR CONTOUR                     |
| - - - -    | PROPOSED MINOR CONTOUR (GRADING BY OTHERS) |
| - - - -    | PROPOSED MAJOR CONTOUR (GRADING BY OTHERS) |
| - - - -    | PROPOSED MINOR CONTOUR                     |
| - - - -    | PROPOSED MAJOR CONTOUR                     |
| - - - -    | GRADING LIMITS                             |
| FG=XXXX.XX | FINISHED GRADE ELEVATION                   |
| ME=XXXX.XX | MATCH EXISTING ELEVATION                   |
| FE=XXXX.XX | PAVEMENT ELEVATION                         |
| 1.00%      | SURFACE GRADE & FLOW DIRECTION             |
| →          | STORM SEWER                                |
| ---        | WATERMAIN                                  |
| ▽          | FLARED END SECTION                         |
| ▨          | GRAVEL SURFACING                           |
| ▩          | CONCRETE PAVEMENT                          |

- NOTES**
- SEE SHEETS C-501 AND C-502 FOR PUMP STATION SUPPLY PIPING AND DETAILS.
  - PROPOSED WATER TREATMENT PLANT FACILITY DESIGN, INCLUDING WTP BUILDING, TANKS, PONDS, PIPING, SITE GRADING, AND OTHER SITE FEATURES, SHOWN FOR REFERENCE ONLY. SEE PLANS BY PLUMBER.

**FIRESTONE WTP**

now part of

7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER:

acuity, llc

CLIENT:

**PUMP STATION PACKAGE**

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

| PROJECT TITLE: | PUMP STATION PACKAGE               |
|----------------|------------------------------------|
| ISSUE NO.:     | 1                                  |
| DESCRIPTION:   | ISSUED FOR CONSTRUCTION            |
| DATE:          | 06/22/2021                         |
| CERTIFICATION: |                                    |
| PROJECT NO.:   | 6365-20-500                        |
| DWN BY:        | JTP                                |
| CHKD BY:       | RAG                                |
| APPD BY:       | MJK                                |
| ISSUE DATE:    | 06/22/2021                         |
| ISSUE NO.:     | 1                                  |
| SHEET TITLE:   | PUMP STATION SITE AND GRADING PLAN |
| SHEET NO.:     | C-100                              |



**SECTION 00941  
CHANGE ORDER**

**No. 2**

Date of Issuance: 2022.07.01

Effective Date: 2022.07.13

|                                          |                                     |                                        |
|------------------------------------------|-------------------------------------|----------------------------------------|
| Project:<br>St. Vrain WTP Pump Station   | Owner:<br>Town of Firestone         | Owner's Contract No.:<br>W2020-9524.02 |
| Contract:<br>St. Vrain WTP Pump Station  | Date of Contract:<br>May 26, 2021   |                                        |
| Contractor:<br>Integrated Water Services | Engineer's Project No.:<br>22704136 |                                        |

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

The Contractor has incurred costs related to the additional work necessitated and listed below. These items are explained in greater detail in accordance with their respective attachment.

- (New) Item #PCO #1 - Foundation Preparation
- (New) Item #PCO #2 - EUSERV Panel
- (New) Item #PCO #4 - Generator Pad Size Increase
- (New) Item #PCO #5 - Conduit & Electrical Cable
- (New) Item #PCO #6 - Painting Exterior of Pump Station
- (New) Item #PCO #8 - Louver Resize

Furthermore, an additional thirty (30) calendar days has been requested by the contractor to accommodate for the work above. However, the completion of this project is directly tied to the completion of the water treatment plant (WTP). Currently, the WTP schedule shows treated water should start production for delivery to the Finished Water Tank starting mid-August. The Substantial and Final Completion dates have been adjusted based on this timeline for this change order.

**Attachments (list documents supporting change):**

- Attachment A - PCO #1 - Foundation Preparation for Pump Station 8.4.2021
- Attachment B - PCO #2 - EUSERC Panel 9.16.2021
- Attachment C - PCO #4 - Generator Pad Size Increase 1.18.2022
- Attachment D - PCO #5 - Conduit & Electrical Cable WCD #01 2.15.2022
- Attachment E - PCO #6 - Painting Exterior of Pump Station 5.4.2022
- Attachment F - PCO #8 - Louver Resize 6.30.2022



| CHANGE IN CONTRACT PRICE:                                       | CHANGE IN CONTRACT TIMES:                                       |                                                                                         |
|-----------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Original Contract Price:                                        | Original Contract Times:                                        | <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days |
| \$2,377,900.00                                                  | Substantial completion (days or date):                          | November 1, 2021                                                                        |
|                                                                 | Ready for final payment (days or date):                         | December 31, 2021                                                                       |
| Increase from previously approved Change Orders No. 1 to No. 1: | Increase from previously approved Change Orders No. 1 to No. 1: |                                                                                         |
| \$387,814.00                                                    | Substantial completion (days):                                  | March 3, 2022                                                                           |
|                                                                 | Ready for final payment (days):                                 | March 10, 2022                                                                          |
| Contract Price prior to this Change Order:                      | Contract Times prior to this Change Order:                      |                                                                                         |
| \$2,765,714.00                                                  | Substantial completion (days or date):                          | March 3, 2022                                                                           |
|                                                                 | Ready for final payment (days or date):                         | March 10, 2022                                                                          |
| Increase of this Change Order:                                  | Increase of this Change Order:                                  |                                                                                         |
| \$71,502.00                                                     | Substantial completion (days or date):                          | September 1, 2022                                                                       |
|                                                                 | Ready for final payment (days or date):                         | September 15, 2022                                                                      |
| Contract Price incorporating this Change Order:                 | Contract Times with all approved Change Orders:                 |                                                                                         |
| \$2,837,216.00                                                  | Substantial completion (days or date):                          | September 1, 2022                                                                       |
|                                                                 | Ready for final payment (days or date):                         | September 15, 2022                                                                      |
| RECOMMENDED:                                                    | ACCEPTED:                                                       | ACCEPTED:                                                                               |
| By: Wiggins, David                                              | By: _____                                                       | By: Greg Dills                                                                          |
| Engineer (Authorized Signature)                                 | Owner (Authorized Signature)                                    | Contractor (Authorized Signature)                                                       |
| Date: _____                                                     | Date: _____                                                     | Date: _____                                                                             |
| Approved by Funding Agency (if applicable):                     |                                                                 | Date: _____                                                                             |

## **CHANGE ORDER INSTRUCTIONS**

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



August 4, 2021  
Mr. David Lindsay  
Colorado Civil Group, Inc

Re: St. Vrain Water Treatment Plant Pump Station  
**Cost for Foundation Preparation at Pump Can Foundation**  
**Project #497**  
PCO #1 Foundation Preparation for Pump Station Foundation

Dear David Lindsay

Upon review of foundation by Kumar after initial excavation to finish grade, the subgrade was unacceptable and preparation was required to excavate another 1'-6" and install crushed rock in the excavated area. This required the dewatering well to be extended deeper below the subgrade to dewater 3' below the lowest point of the final grade. This cost is to excavate, furnish and install rock and relocate and extend dewatering well. The scope of each change item attached is hereby limited to the scope of work and terms & conditions of the proposal presented in this Change Request respective to each change item referenced.

*This change will result in a add to the Contract of \$7,868 and an increase in contract duration of 3 calendar days from the date of approval to deliver the materials to the site and perform the work.*

Integrated Water Services has completed the work as discussed with the Owner.  
Should you or the owner have any questions please contact me at your convenience.

Sincerely,  
INTEGRATED WATER SERVICES, INC.

Jack E. German

Digitally signed by Jack E. German  
DN: C=US,  
E=jgerman@integratedwaterservices.com,  
O="Integrated Water Services, Inc.",  
CN=Jack E. German  
Date: 2021.08.04 15:10:44-06'00'

Jack E. German  
Senior Project Manager

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4001 North Valley Drive ■ Longmont, CO 80504  
P. (719) 331-5133 ■  
[jgerman@integratedwaterservices.com](mailto:jgerman@integratedwaterservices.com)



08/04/21

Re: St. Vrain Water Treatment Plant Pump Station  
Cost for Foundation Preparation at Pump Can Foundation  
Project #497

PCO #1 Foundation Preparation for Pump Station Foundation

| ITEM NO.                               | QTY   | UNIT | LABOR     |            | NON-TAXED MATERIAL |            | TAXED MATERIAL |            | EQUIPMENT |            | SUBCONTRACTOR |            | TOTAL        |            |
|----------------------------------------|-------|------|-----------|------------|--------------------|------------|----------------|------------|-----------|------------|---------------|------------|--------------|------------|
|                                        |       |      | UNIT COST | TOTAL COST | UNIT COST          | TOTAL COST | UNIT COST      | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST     | TOTAL COST | UNIT COST    | TOTAL COST |
| <b>Labor</b>                           |       |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| Project Manager                        | 1     | MH   | 110.00    | 110.00     |                    |            |                |            |           |            |               |            | 110.00       | 110.00     |
| Superintendent                         | 6     | MH   | 95.00     | 570.00     |                    |            |                |            |           |            |               |            | 95.00        | 570.00     |
| Operators                              | 12    | MH   | 39.55     | 474.60     |                    |            |                |            |           |            |               |            | 39.55        | 474.60     |
| Laborer                                | 6     | MH   | 29.75     | 178.50     |                    |            |                |            |           |            |               |            | 29.75        | 178.50     |
| <b>Materials</b>                       |       |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| Marin Marietta - Rock                  | 89.93 | TN   |           |            | 26.00              | 2,338.18   |                |            |           |            |               |            | 26.00        | 2,338.18   |
| Martin Marietta - Delivery Fee         | 89.93 | TN   |           |            | 5.98               | 537.78     |                |            |           |            |               |            | 5.98         | 537.78     |
| <b>Equipment</b>                       |       |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| JD 644H Loader                         | 3     |      |           |            |                    |            |                |            | \$88.00   | 264.00     |               |            | 88.00        | 264.00     |
| Hitachi 300 Excavator                  | 5     |      |           |            |                    |            |                |            | \$215.00  | 1,075.00   |               |            | 215.00       | 1,075.00   |
| Bobcat Track Skid Steer T650           | 5     |      |           |            |                    |            |                |            | \$39.00   | 195.00     |               |            | 39.00        | 195.00     |
| Smooth Drum Roller                     | 2     |      |           |            |                    |            |                |            | \$31.25   | 62.50      |               |            | 31.25        | 62.50      |
| <b>SUMMARY</b>                         |       |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| SUBTOTAL - DIRECT COSTS                |       |      | 1,333.10  |            | 2,875.96           |            | 1,596.50       |            |           |            |               |            | 5,806        |            |
| Labor Burden                           |       |      |           |            |                    |            |                |            |           |            |               |            | 467          |            |
| Tax                                    |       |      |           |            |                    |            |                |            |           |            |               |            | 176          |            |
| Small Tools & Consumables              |       |      |           |            |                    |            |                |            |           |            |               |            | 144          |            |
| Equipment Maintenance / FOG            |       |      |           |            |                    |            |                |            |           |            |               |            | 718          |            |
| SUBTOTAL                               |       |      |           |            |                    |            |                |            |           |            |               |            | 7,310        |            |
| Overhead & Profit - Self Perform (10%) |       |      |           |            |                    |            |                |            |           |            |               |            | 366          |            |
| Overhead & Profit - Subcontractor (5%) |       |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| SUBTOTAL                               |       |      |           |            |                    |            |                |            |           |            |               |            | 7,676        |            |
| Bonds (2.5%)                           |       |      |           |            |                    |            |                |            |           |            |               |            | 192          |            |
| <b>TOTAL COST OF PROPOSAL</b>          |       |      |           |            |                    |            |                |            |           |            |               |            | <b>7,868</b> |            |





P.O. Box 30013  
 Raleigh, NC 27622-0013  
 Visit eRocks™ at [www.martinmarietta.com](http://www.martinmarietta.com)

**SOLD TO:**

INTEGRATED WATER SERVICES INC/PES LLC  
 PO BOX 774565  
 STEAMBOAT SPRINGS CO 80477

**SPECIAL**

**FOR BILLING QUESTIONS PLEASE CALL**  
**720-245-6400**

**JOB NAME: FREDERICK PROJECT**

**SHIP TO:**

6211 ZINNIA BLVD  
 FIRESTONE CO 80504

**PAYMENT TERMS: NET 30 DAYS- A/R**

| Order No.                   | Customer PO No. | Dest. No.                            | Job No.  | Dist | Business Unit | Business Unit Name | Cust. No.    | Invoice Date   | Invoice No.  |       |
|-----------------------------|-----------------|--------------------------------------|----------|------|---------------|--------------------|--------------|----------------|--------------|-------|
| 16739479 SO                 | 497             | 100757                               | 60152743 | 68   | 16416         | HWY 34 Agg         | 639425       | 7/28/21        | 32697935     |       |
| Ship Date<br>Car/Barge No.  | Product No.     | Description                          | Quantity | UM   | Unit Price    | Material Amount    | Freight Rate | Freight Amount | Taxes & Fees | TOTAL |
| 07/27/21                    | 0421            | AREA 4A                              |          |      |               |                    |              |                |              |       |
|                             |                 | 24032494                             | 29.94    | TN   | 26.00         | 778.44             | 5.98         | 179.04         | 957.48       |       |
|                             |                 | 24032512                             | 30.30    | TN   | 26.00         | 787.80             | 5.98         | 181.19         | 968.99       |       |
|                             |                 | 24032533                             | 29.69    | TN   | 26.00         | 771.94             | 5.98         | 177.55         | 949.49       |       |
|                             |                 | *SUBTOTAL*                           | 89.93    |      |               | 2,338.18           |              | 537.78         | 2,875.96     |       |
|                             |                 | Date Received: 8/2/2021              |          |      |               |                    |              |                |              |       |
|                             |                 | Date Sent: 8/3/2021                  |          |      |               |                    |              |                |              |       |
|                             |                 | Job # & Name: 497 SVWTP PS           |          |      |               |                    |              |                |              |       |
|                             |                 | Is this Pay When Paid? Yes No x      |          |      |               |                    |              |                |              |       |
|                             |                 | Phase, Cost Code & Type: 200 2-333 M |          |      |               |                    |              |                |              |       |
| PO#:                        |                 |                                      |          |      |               |                    |              |                |              |       |
| SubContract#:               |                 |                                      |          |      |               |                    |              |                |              |       |
| Amount Approved: \$3,027.95 |                 |                                      |          |      |               |                    |              |                |              |       |
| Dates: 8/4 Mgr: JEG         |                 |                                      |          |      |               |                    |              |                |              |       |
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DETACH and Include this Return Portion with Payment



CUSTOMER NUMBER: 639425 INTEGRATED WATER SER  
 INVOICE NUMBER: 32697935

**REMIT TO:**

MARTIN MARIETTA MATERIALS  
 P O Box 677061  
 Dallas TX 75267-7061

PAYMENT DUE \$3,027.95

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 [www.martinmarietta.alertline.com](http://www.martinmarietta.alertline.com).  
 For all other questions call the billing number above.

**PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT**



September 16, 2021  
Mr. David Lindsay  
Colorado Civil Group, Inc

Re: St. Vrain Water Treatment Plant Pump Station  
**Cost to Furnish and Install the EUSERC Power Panel**  
**Project #497**  
PCO #2 EUSERC Panel

Dear David Lindsay

This proposed change order is for the EUSERC Cabinet required by United Power. This panel was not shown on any drawing nor part of Hyperion or Colorado Electric Power Systems scope of work. IWS did not pick this up since our electrical and instrumentation subcontractors did not price. This change includes the cost of the EUSERC Panel and a deductive cost for the main breakers that were part of the switchboard. These breakers are not needed. The scope of each change item attached is hereby limited to the scope of work and terms & conditions of the proposal presented in this Change Request respective to each change item referenced.

*This change will result in a add to the Contract of \$20,185 and an increase in contract duration of 3 calendar days from the date of approval to deliver the materials to the site and perform the work.*

Integrated Water Services has completed the work as discussed with the Owner.  
Should you or the owner have any questions please contact me at your convenience.

Sincerely,  
INTEGRATED WATER SERVICES, INC.

Jack E. German

Digitally signed by Jack E. German  
DN: C=US,  
E=jgerman@integratedwaterservices.com,  
O="Integrated Water Services, Inc.", CN=Jack E.  
German  
Date: 2021.09.16 13:36:02-06'00'

Jack E. German  
Senior Project Manager



09/16/21  
Re: St. Vrain Water Treatment Plant Pump Station  
Cost to Furnish and Install the EUSERC Power Panel  
Project #497

PCO #2 EUSERC Panel

| ITEM NO.                               | QTY | UNIT | LABOR     |            | NON-TAXED MATERIAL |            | TAXED MATERIAL |            | EQUIPMENT |            | SUBCONTRACTOR |            | TOTAL      |            |
|----------------------------------------|-----|------|-----------|------------|--------------------|------------|----------------|------------|-----------|------------|---------------|------------|------------|------------|
|                                        |     |      | UNIT COST | TOTAL COST | UNIT COST          | TOTAL COST | UNIT COST      | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST     | TOTAL COST | UNIT COST  | TOTAL COST |
| Labor<br>Project Manager               | 1   | MH   | 110.00    | 110.00     |                    |            |                |            |           |            |               |            | 110.00     | 110.00     |
| Subcontracts<br>CEPS EUCERC Panel      | 1   | LS   |           |            |                    |            |                |            |           |            | 27,295.00     | 27,295.00  | 27,295.00  | 27,295.00  |
| Hyperion Breaker Deduct                | 1   | LS   |           |            |                    |            |                |            |           |            | (8,700.00)    | (8,700.00) | (8,700.00) | (8,700.00) |
| Materials                              |     |      |           |            |                    |            |                |            |           |            |               |            |            |            |
| Equipment                              |     |      |           |            |                    |            |                |            |           |            |               |            |            |            |
| SUMMARY                                |     |      |           |            |                    |            |                |            |           |            |               |            |            |            |
| SUBTOTAL - DIRECT COSTS                |     |      | 110.00    |            |                    |            |                |            |           |            | 18,595.00     |            | 18,705     |            |
| Labor Burden                           |     |      |           |            |                    |            |                |            |           |            |               |            | 39         |            |
| Tax                                    |     |      |           |            |                    |            |                |            |           |            |               |            | 12         |            |
| Small Tools & Consumables              |     |      |           |            |                    |            |                |            |           |            |               |            |            |            |
| Equipment Maintenance / FOG            |     |      |           |            |                    |            |                |            |           |            |               |            |            |            |
| SUBTOTAL                               |     |      |           |            |                    |            |                |            |           |            |               |            | 18,755     |            |
| Overhead & Profit - Self Perform (10%) |     |      |           |            |                    |            |                |            |           |            |               |            | 8          |            |
| Overhead & Profit - Subcontractor (5%) |     |      |           |            |                    |            |                |            |           |            |               |            | 930        |            |
| SUBTOTAL                               |     |      |           |            |                    |            |                |            |           |            |               |            | 19,693     |            |
| Bonds (2.5%)                           |     |      |           |            |                    |            |                |            |           |            |               |            | 492        |            |
| TOTAL COST OF PROPOSAL                 |     |      |           |            |                    |            |                |            |           |            |               |            | 20,185     |            |

## CE POWER SYSTEMS

JOB:C21-08 SV Pump Station  
St Vrain Pump Station

### CHANGE ORDER SUMMARY SHEET PROPOSED CHANGE #: 001

CHANGE DESCRIPTION: EUSERC

Date: 8/25/2021

#### WORK BY CONTRACTOR

|   |                                      |             |
|---|--------------------------------------|-------------|
| 1 | Bond Fee                             | \$795.00    |
| 2 | MATERIAL/ Combination Service CT Can | \$26,500.00 |
| 3 | EQUIPMENT                            |             |
| 4 | LABOR                                |             |
| 5 | SUBTOTAL WORK BY CONTRACTOR          | \$27,295.00 |
| 6 | O&P ON WORK BY CONTRACTOR            |             |

|   |                          |             |
|---|--------------------------|-------------|
| 7 | TOTAL WORK BY CONTRACTOR | \$27,295.00 |
|---|--------------------------|-------------|

#### SUBCONTRACTED WORK

|   |                    |     |
|---|--------------------|-----|
| 8 | SUBCONTRACT WORK   |     |
| 9 | SUB MANAGEMENT FEE | 15% |

|    |                                |  |
|----|--------------------------------|--|
| 10 | TOTAL WORK BY SUBCONTRACTOR(S) |  |
|----|--------------------------------|--|

|                                                        |             |
|--------------------------------------------------------|-------------|
| TOTAL CHANGE ORDER PRICE - (ROUND TO NEAREST WHOLE \$) | \$27,295.00 |
|--------------------------------------------------------|-------------|



## DATE: 8/25/2021

|                   |          |      | LABOR |      | MATERIAL  |           | EQUIPMENT |      | SUBCONTRACTOR |      | TOTAL       |
|-------------------|----------|------|-------|------|-----------|-----------|-----------|------|---------------|------|-------------|
|                   |          |      | UNIT  | COST | UNIT      | COST      | UNIT      | COST | UNIT          | COST | ITEM        |
| DESCRIPTION       | QUANTITY | UNIT | COST  |      | COST      |           | COST      |      | COST          |      | COSTS       |
| Material / EUSERC | 1.00     | 1    |       |      | 26,500.00 | 26,500.00 |           |      |               |      | \$26,500.00 |
|                   |          |      |       |      |           |           |           |      |               |      |             |
|                   |          |      |       |      |           |           |           |      |               |      |             |
| Labor             |          | Hr   |       |      |           |           |           |      |               |      |             |
| Others            |          |      |       |      |           |           |           |      |               |      |             |
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| SUBTOTAL          |          |      | LABOR |      | MATER'L   | 26,500.00 | EQUIP     |      | SUB           |      | \$26,500.00 |



**Hyperion International Technologies, LLC**  
**Austin, Texas**

Jack German  
Integrated Water Services, Inc.  
4001 North Valley Drive  
Longmont, Colorado 80504

September 15, 2021

Dear Jack,

Since our original proposal, there have been several changes on the Firestone St. Vrain Distribution Pumping System. This document proposes a reduction in the price for Hyperion's part of the project.

The changes include the following:

- 1) In the panelboard PP-10, change three 1-pole circuit breakers to one 3-pole circuit breaker
- 2) In PP-10, change main circuit breaker from 50A to 100A (no change to the bus rating is required)
- 3) Change transformer from 10kVA to 30kVA.
- 4) In the switchboard SWB-10, change transformer primary circuit breaker from 25A to 50A
- 5) In switchboard SWB-10, delete main circuit breaker and phase failure relay
- 6) Delete level switch and in finished water tank.

The cost impact for these changes is shown below. This is presented as changes to the line items (including options) in Hyperion's original proposal.

| <b>Line Item Description</b>                        | <b>Cost Change</b> |
|-----------------------------------------------------|--------------------|
| Switchboard, panelboard, and transformer            | \$ (2,750)         |
| Instruments                                         | (450)              |
| Engineering                                         | no change          |
| Startup and support                                 | no change          |
| Options                                             |                    |
| Switchboard field testing by factory representative | no change          |
| Switchboard factory test report                     | no change          |
| Taylor Phase Guard relay                            | (5,500)            |
| <b>TOTAL CHANGE</b>                                 | <b>\$ (8,700)</b>  |

Please let me know if you need additional information, or if you would prefer this presented in any other way.

Best Regards,

Hank Shoopman, P.E.  
Control Systems Engineer

Reference: Project 01250-035, Change Order 1, Rev 1



January 18, 2022  
Mr. David Lindsay  
Colorado Civil Group, Inc

Re: St. Vrain Water Treatment Plant Pump Station  
**Generator Slab Size Changes**  
**Project #497**  
PCO #4 Generator Size Change

Dear David Lindsay

With receipt and review of Field Order #2 and the revised drawings associated, the generator pad size was increased to 1'-4" deep in lieu of 6", the length and width were changed to allow the ATS and transformer to set on the slab with the concrete extending 3'-0" wider so when the side doors opened the operator was on the slab at the same elevation. The cost increase is in the amount of concrete purchased. The scope of each change item attached is hereby limited to the scope of work and terms & conditions of the proposal presented in this Change Request respective to each change item referenced.

*This change will result in a add to the Contract of \$4,257 and an increase in contract duration of 3 calendar days from the date of approval to deliver the materials to the site and perform the work.*

Integrated Water Services has completed the work as discussed with the Owner.  
Should you or the owner have any questions please contact me at your convenience.

Sincerely,  
INTEGRATED WATER SERVICES, INC.

Jack E. German

Digitally signed by Jack E. German  
DN: C=US,  
E=jgerman@integratedwaterservices.com,  
O="Integrated Water Services, Inc.",  
CN=Jack E. German  
Date: 2022.01.18 13:29:30-0700'

Jack E. German  
Senior Project Manager

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4001 North Valley Drive ■ Longmont, CO 80504  
P. (719) 331-5133 ■  
[jgerman@integratedwaterservices.com](mailto:jgerman@integratedwaterservices.com)



### PCO #4 Generator Size Change

| ITEM NO.                                                                                                                           | QTY      | UNIT | LABOR     |            | NON-TAXED MATERIAL |            | TAXED MATERIAL |            | EQUIPMENT |            | SUBCONTRACTOR |            | TOTAL     |            |          |  |       |  |
|------------------------------------------------------------------------------------------------------------------------------------|----------|------|-----------|------------|--------------------|------------|----------------|------------|-----------|------------|---------------|------------|-----------|------------|----------|--|-------|--|
|                                                                                                                                    |          |      | UNIT COST | TOTAL COST | UNIT COST          | TOTAL COST | UNIT COST      | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST     | TOTAL COST | UNIT COST | TOTAL COST |          |  |       |  |
| Labor<br>Project Manager<br>Superintendent<br><br>Materials<br>Concrete Qty - As Bid<br>Concrete Qty - Actual<br>Reinforcing Steel | 2        | MH   | 110.00    | 220.00     |                    |            |                |            |           |            |               |            | 110.00    | 220.00     |          |  |       |  |
|                                                                                                                                    |          | 2 MH | 95.00     | 190.00     |                    |            |                |            |           |            |               |            | 95.00     | 190.00     |          |  |       |  |
|                                                                                                                                    | 14<br>37 |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
|                                                                                                                                    |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
|                                                                                                                                    |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
|                                                                                                                                    |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
|                                                                                                                                    |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
| SUMMARY                                                                                                                            |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
| SUBTOTAL - DIRECT COSTS                                                                                                            |          |      |           |            |                    |            |                |            |           |            |               |            | 410.00    |            | 3,358.00 |  |       |  |
| Labor Burden                                                                                                                       |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 3,768 |  |
| Tax                                                                                                                                |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 144   |  |
| Small Tools & Consumables                                                                                                          |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 44    |  |
| Equipment Maintenance / FOG                                                                                                        |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
| SUBTOTAL                                                                                                                           |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 3,956 |  |
| Overhead & Profit - Self Perform (10%)                                                                                             |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 198   |  |
| Overhead & Profit - Subcontractor (5%)                                                                                             |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  |       |  |
| SUBTOTAL                                                                                                                           |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 4,154 |  |
| Bonds (2.5%)                                                                                                                       |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 104   |  |
| TOTAL COST OF PROPOSAL                                                                                                             |          |      |           |            |                    |            |                |            |           |            |               |            |           |            |          |  | 4,257 |  |



**Field Order****No. 002**Date of Issuance: 07/14/2021 Effective Date: 07/14/2021

|                                                 |                                    |                                              |
|-------------------------------------------------|------------------------------------|----------------------------------------------|
| Project:<br><b>SVWTP PUMP STATION</b>           | Owner:<br><b>TOWN OF FIRESTONE</b> | Owner's Contract No.:<br><b>2020-9524.02</b> |
| Contract:<br><b>INTEGRATED WATER SERVICES</b>   |                                    | Date of Contract:<br><b>MAY 26, 2021</b>     |
| Contractor:<br><b>INTEGRATED WATER SERVICES</b> |                                    | Engineer's Project No.:<br><b>227704136</b>  |

**Attention:**

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: \_\_\_\_\_ C-100, C-500's, STR Set.  
(Specification Section(s)) (Drawing(s) / Detail(s))

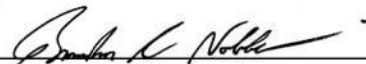
## Description:

REVISION OF BUILDING DIMENSIONS PER STRUCTURAL SHEETS, UPDATE TO  
CORRESPONDING BUILDING CORNER COORDINATES AND DETAIL  
DIMENSIONS IN CIVIL DETAILS.

## Attachments:

REVISED SHEET C-100, REVISED C-500 SERIES, ADDENDUM REVISED  
STRUCTURAL SHEETS

Engineer:



Receipt Acknowledged by (Contractor):

Date:

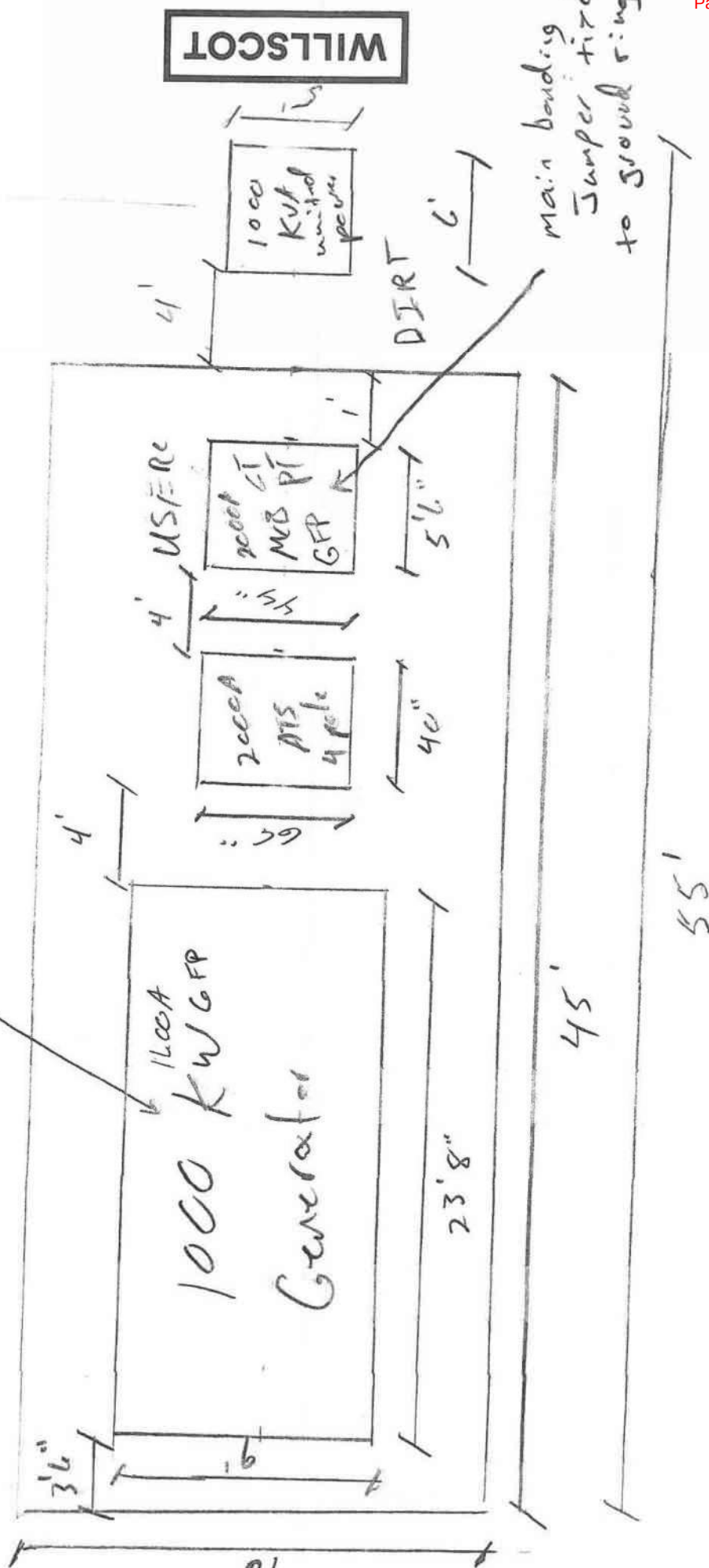
Copy to Owner

6211 Zinnia Ave  
pump station

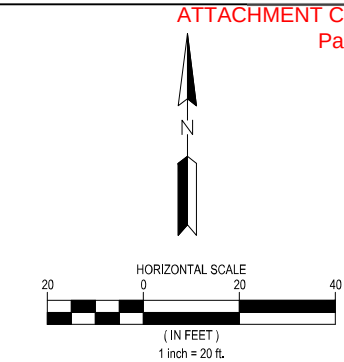
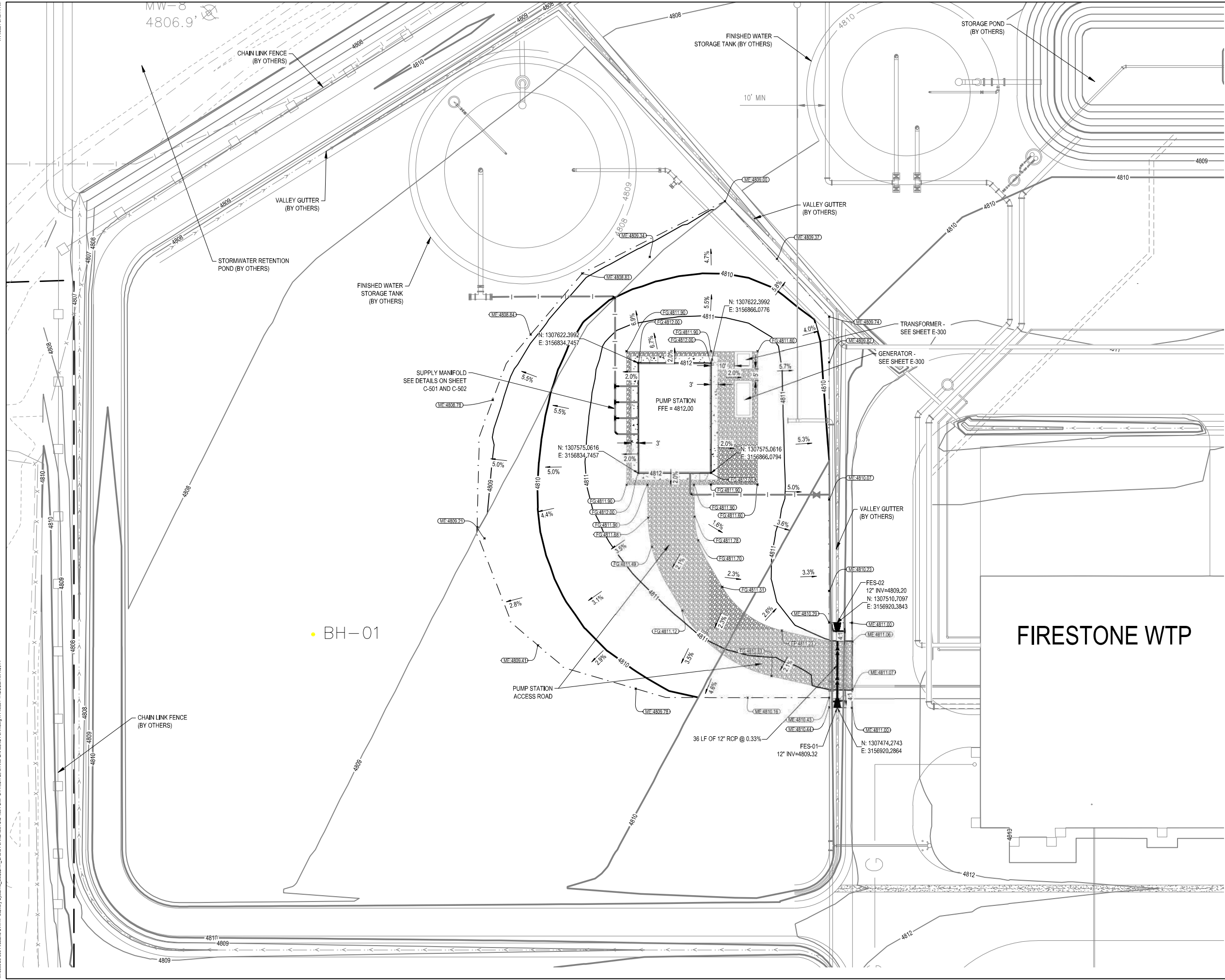
main bonding  
super tied  
to ground sign

E + W

Door's open



concrete pad 16' x 45'



- LEGEND**
- PROPERTY BOUNDARY
  - EXISTING MINOR CONTOUR
  - EXISTING MAJOR CONTOUR
  - PROPOSED MINOR CONTOUR (GRADING BY OTHERS)
  - PROPOSED MAJOR CONTOUR (GRADING BY OTHERS)
  - PROPOSED MINOR CONTOUR
  - PROPOSED MAJOR CONTOUR
  - GRADING LIMITS
  - FINISHED GRADE ELEVATION
  - MATCH EXISTING ELEVATION
  - PAVEMENT ELEVATION
  - SURFACE GRADE & FLOW DIRECTION
  - STORM SEWER
  - WATERMAIN
  - FLARED END SECTION
  - GRAVEL SURFACING
  - CONCRETE PAVEMENT

- NOTES**
- SEE SHEETS C-501 AND C-502 FOR PUMP STATION SUPPLY PIPING AND DETAILS.
  - PROPOSED WATER TREATMENT PLANT FACILITY DESIGN, INCLUDING WTP BUILDING, TANKS, PONDS, PIPING, SITE GRADING, AND OTHER SITE FEATURES, SHOWN FOR REFERENCE ONLY. SEE PLANS BY PLUMBER.

**ATTACHMENT C - PCO #4**  
Page 5 of 14

**WENCK**  
now part of  
**Stantec**

7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER

**acuity, llc**

CLIENT:

**FIRESTONE**  
COLORADO

**PUMP STATION PACKAGE**

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

| PROJECT TITLE: |            | PROJECT NO.: |                         |
|----------------|------------|--------------|-------------------------|
| ISSUE NO.:     | 1          | DESCRIPTION: | ISSUED FOR CONSTRUCTION |
|                |            |              |                         |
| DATE:          | 06/22/2021 | DESCRIPTION: | ISSUED FOR CONSTRUCTION |
|                |            |              |                         |

CERTIFICATION:

**COLORADO LICENSED**  
**YACUBA M. KOTFA**  
56708  
PROFESSIONAL ENGINEER

|                                    |          |             |  |
|------------------------------------|----------|-------------|--|
| PROJECT NO.:                       |          | 6365-20-500 |  |
| DWN BY:                            | CHKD BY: | APPD BY:    |  |
| JTP                                | RAG      | MJK         |  |
| ISSUE DATE: 06/22/2021             |          |             |  |
| ISSUE NO.: 1                       |          |             |  |
| SHEET TITLE:                       |          |             |  |
| PUMP STATION SITE AND GRADING PLAN |          |             |  |
| SHEET NO.:                         |          |             |  |
| C-100                              |          |             |  |





7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER:

acuity, llc

CLIENT:



# PUMP STATION PACKAGE

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

PROJECT TITLE:

ISSUE NO.:

1

2

3





7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER:

acuity, llc

CLIENT:



# PUMP STATION PACKAGE

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

PROJECT TITLE:

ISSUE NO.:

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GENERAL NOTES

- 1.0 PROJECT SCOPE: THESE STRUCTURAL DRAWINGS MAY BE USED TO CONSTRUCT ONLY PUMP STATION, FIRESTONE, COLORADO.
- 2.0 BUILDING CODE: THIS DESIGN IS BASED ON THE INTERNATIONAL BUILDING CODE (2018 EDITION). ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS CODE.
- 3.0 DESIGN LOADS: THIS STRUCTURE SHALL BE CLASSIFIED AS A RISK CATEGORY III STRUCTURE AS PER IBC TABLE 1604.5.
- A. DEAD LOADS SHALL BE IN ACCORDANCE WITH SECTION 1606 OF IBC.  
ROOF: 20 PSF  
CMU WALL: 60 PSF 8" THICK
- B. LIVE LOADS SHALL BE IN ACCORDANCE WITH SECTION 1607 OF IBC.  
OCCUPANCY OR USE: UNIFORM  
CONTROL HOUSE FLOOR: 100 PSF; EQUIPMENT LOADS  
ROOF LIVE: 20 PSF
- C. SNOW LOADS SHALL BE IN ACCORDANCE WITH SECTION 1608 OF IBC.  
GROUND SNOW IN ACCORDANCE WITH CHAPTER 7 OF ASCE 7-16.  
UNBALANCED SNOW LOADS ARE APPLIED PER SECTION 7.6 OF ASCE 7-16.  
DRIFTING SNOW LOADS ON LOWER ROOFS ARE APPLIED PER SECTION 7.7 OF ASCE 7-16.  
DRIFTING SNOW LOADS AT ROOF PROJECTIONS ARE APPLIED PER SECTION 7.8 OF ASCE 7-16.  
GROUND SNOW: 30 PSF  
SNOW IMPORTANCE FACTOR: 1.1 FOR CAT. III  
THERMAL FACTOR: 1.0  
SNOW EXPOSURE FACTOR: 1.0  
SLOPE FACTOR: 1.0  
FLAT ROOF SNOW LOAD: 30 PSF
- D. WIND LOADS SHALL BE IN ACCORDANCE WITH CHAPTER 26 THROUGH 30 OF ASCE 7-16.  
VELOCITY (BASIC/ULT): 115 MPH EXPOSURE: C  
RISK CATEGORY: CAT. III  
INTERNAL PRESSURE COEFFICIENT: +/-0.18 [ENCLOSED]
- E. EARTHQUAKE LOADS SHALL BE IN ACCORDANCE WITH SECTION 1613 OF IBC.  
SEISMIC IMPORTANCE FACTOR: 1.25 FOR RISK CAT. III  
SOIL SITE CLASS: D  
SEISMIC DESIGN CATEGORY: B
- H. LATERAL EARTH PRESSURE  
ACTIVE - 45 PSF/FT CLASS 1 STRUCTURAL FILL  
ACTIVE - 55 PSF/FT ON-SITE SOILS  
AT REST - 55 PSF/FT CLASS 1 STRUCTURAL FILL  
AT REST - 65 PSF/FT ON-SITE SOILS  
PASSIVE - 225 PSF/FT

CONSTRUCTION METHOD:  
THE STRUCTURAL DRAWINGS REPRESENT THE FINAL STRUCTURE. THE DRAWINGS DO NOT INDICATE THE CONTRACTORS MEANS, METHODS, TECHNIQUES, SEQUENCES OF CONSTRUCTION AND JOB SAFETY. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO FOLLOW PLANS, SPECIFICATIONS, AND/OR ENGINEERING RECOMMENDATIONS, NOR IS THE ENGINEER OF RECORD RESPONSIBLE FOR ECONOMIC LOSS AND/OR DELAYS ON THE CONTRACTOR OR SUBCONTRACTORS. ALL CONSTRUCTION SHALL BE ADEQUATELY BRACED TO PREVENT DISTORTION AND DAMAGE DUE TO CONSTRUCTION LOADS AND NATURAL FORCES. THE CONTRACTOR SHALL MAKE ALLOWANCES FOR DIFFERENCE BETWEEN TEMPERATURE DURING ERECTION AND MEAN TEMPERATURE WHEN STRUCTURE IS COMPLETED AND IN SERVICE.

TRADE COORDINATION:  
THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE CIVIL, ELECTRICAL, MECHANICAL AND SITE DRAWINGS. CONFLICTS IN DIMENSION AND INTERFERENCE SHALL BE DIRECTED TO THE ARCHITECT PRIOR TO CONSTRUCTION.

SPECIFICATIONS:  
IF CONFLICTS ARISE FROM THE RECOMMENDATIONS OF THESE DRAWINGS AND THOSE CONTAINED IN THE SPECIFICATIONS, THE ARCHITECT AND ENGINEER SHALL BE NOTIFIED OF THE DISCREPANCY PRIOR TO CONSTRUCTION.

OPENINGS:  
OPENINGS, SLEEVES, POCKETS, CONDUITS, ETC. SHALL NOT BE PLACED IN BEAMS, JOISTS, COLUMNS, ETC. UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS. NOTIFY THE ENGINEER WHEN DRAWINGS BY OTHERS SHOW OPENINGS, SLEEVES, POCKETS, ETC. NOT SHOWN ON THE STRUCTURAL DRAWINGS, BUT WHICH ARE LOCATED IN STRUCTURAL MEMBERS.

EXISTING CONDITIONS:  
THE EXISTING CONDITIONS DEPICTED ON THESE DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

DRAWING DIMENSIONS:  
NO DIMENSION IS TO BE DETERMINED BY SCALING THE DRAWINGS OR DETAILS. IF A DIMENSION IS NOT INDICATED ON THE DRAWINGS AND IS NEEDED, CONTACT THE STRUCTURAL ENGINEER FOR CLARIFICATION. IF DISCREPANCIES ARE FOUND BETWEEN THE STRUCTURAL DRAWINGS AND THE ARCHITECTURAL DRAWINGS, CONTACT THE STRUCTURAL ENGINEER OR ARCHITECT FOR CLARIFICATION.

FOUNDATIONS:

GEOTECHNICAL INVESTIGATION:  
A GEOTECHNICAL REPORT DATED JANUARY 4, 2020 BY KUMAR & ASSOCIATES, INC (REF. PROJECT NO. 20-1-402) IS AVAILABLE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL OF THE REPORT REQUIREMENTS. THE FOLLOWING DESIGN PARAMETERS HAVE BEEN ASSUMED BASED ON THIS REPORT. SHOULD THE FOLLOWING DESIGN PARAMETERS VARY FROM THOSE SPECIFIED IN THE GEOTECHNICAL REPORT, THE ARCHITECT SHALL BE NOTIFIED BEFORE CONTINUATION OF WORK.

MAT FOUNDATION:  
A. MAXIMUM ALLOWABLE BEARING PRESSURE: 2000 PSF, MIN.  
B. ALL BEARING SOILS SHALL BE OBSERVED & APPROVED BY A GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF COLORADO.  
C. MATS SHOULD BE FORMED TO THE PROPER SIZE AND LAYOUT AS SHOWN ON PLANS.  
E. ALL FOUNDATION ELEMENTS SHOULD BE OBSERVED PRIOR TO PLACEMENT OF CONCRETE AS REQUIRED BY THE GOVERNING AGENCY.

STRUCTURAL MATERIALS:

1.0 CONCRETE:

- 1.1 GENERAL REQUIREMENTS:  
A. 28-DAY COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE AS FOLLOWS:  
WET WALL MAT FOUNDATION; WALLS; SLAB 4500 PSI  
B. AIR ENTRAINMENT SHALL BE AS FOLLOWS:  
INTERIOR SLABS 1-3%  
ALL OTHER CONCRETE 4 1/2-7 1/2%  
C. ALL CONCRETE WORK SHALL CONFORM TO ACI 318 AND ACI 301.  
D. ALL CONCRETE SHALL BE CONSTRUCTED WITHIN THE TOLERANCES SPECIFIED IN ACI STANDARD 117.  
E. ALL VERTICAL SURFACES OF CONCRETE SHALL BE FORMED (U.N.O.)  
F. CEMENT TO BE TYPE I/II.  
G. ALLOW 7 DAYS CURING FOR CONCRETE AND GROUT BEFORE EXCAVATING ADJACENT SEGMENTS.  
H. CONTRACTOR SHALL SUBMIT LOCATIONS WHERE CONDUIT IS TO BE PLACED WITHIN A CONCRETE ELEMENT TO THE ENGINEER AND ARCHITECT TWO WEEKS PRIOR TO CONCRETE PLACEMENT.  
I. EXPANSION ANCHORS AND EPOXIED ANCHORS MAY BE USED IN ACCORDANCE WITH SECTION 3.1 D & E OF THESE NOTES.

- 1.2 CONCRETE REINFORCING:  
A. DETAIL ALL BARS IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI DETAILING MANUAL AND ACI BUILDING CODE.  
B. PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCING AT POSITIONS SHOWN ON THE PLANS.  
C. ALL REINFORCING BARS SHALL BE OF EPOXY COATED STEEL CONFORMING TO ASTM A775, GRADE 60 FOR ALL BARS EXCEPT GRADE 40 FOR #3 BARS. ALL REINFORCING SHALL BE BENT COLD, UNLESS OTHER METHODS ARE APPROVED BY THE E.O.R. PARTIALLY EMBEDDED REINFORCEMENT SHALL NOT BE FIELD BENT UNLESS APPROVED BY E.O.R. REINFORCING BARS #5 AND SMALLER MAY BE FIELD BENT COLD UP TO 90 DEGREES ONCE PROVIDED THE MINIMUM BEND DIAMETERS ARE IN ACCORDANCE WITH ACI 318.  
D. WHERE REINFORCING BARS ARE TO BE WELDED, THEY SHALL BE OF WELDABLE BARS CONFORMING TO ASTM A706. NO SPLICING OF REINFORCEMENT SHALL BE PERMITTED EXCEPT AS NOTED ON THE CONTRACT DOCUMENT.  
E. REINFORCING STEEL SHALL BE PLACED TO PROVIDE THE FOLLOWING MINIMUM CONCRETE COVER IN ACCORDANCE WITH ACI 318:  
CONCRETE CAST AGAINST GROUND 3" CLEAR  
CONCRETE FORMED UP UNDER GROUND 1 1/2" CLEAR (#5 AND SMALLER) / 2" CLEAR (#6 AND LARGER)  
F. REBAR SPLICES SHALL BE A "CLASS B" TENSION LAP SPLICE. OFFSET SPLICE LOCATION FOR BARS IN ONE LAYER BY AT LEAST ONE LAP LENGTH.  
G. ALL STIRRUPS SHALL HAVE A MINIMUM OF (2)-#4 HORIZONTAL REINFORCING BARS PROVIDED AS SPACERS WHEN NO OTHER HORIZONTAL REINFORCING IS REQUIRED.  
H. ALL REINFORCING BARS, ANCHOR BOLTS AND OTHER CONCRETE INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.

2.0 CONCRETE MASONRY UNITS (CMU):

- 2.1 GENERAL REQUIREMENTS:  
A. CMU SHALL BE MEDIUM WEIGHT (105 TO 125 PCF), HOLLOW, LOAD BEARING UNITS CONFORMING TO ASTM C90 WITH MINIMUM NET AREA COMPRESSIVE STRENGTH OF 1800 PSI. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI DETERMINED BY ASTM C1019. MORTAR SHALL BE TYPE S AND BED JOINTS SHALL NOT EXCEED 3/8 INCH THICK. THE FINAL MASONRY ASSEMBLY SHALL PROVIDE A MINIMUM NET AREA COMPRESSIVE STRENGTH (F'm) GREATER THAN 1500 PSI.  
C. ALL UNITS SHALL BE PLACED IN RUNNING BOND.  
D. MASONRY EXPANSION JOINTS (MEJ) SHALL CONFORM TO DUR-O-WAL RAPID SOFT JOINT OR EQUIVALENT. MASONRY CONTROL JOINTS (MCJ) SHALL BE PERFORMED GASKET TYPE. REFER TO ARCHITECTS DRAWINGS FOR LOCATIONS.  
E. ALL MASONRY WALLS SHALL BE ADEQUATELY BRACED DURING CONSTRUCTION TO RESIST WIND AND GRAVITY LOADS.  
F. MAXIMUM SPACING FOR MCJ SHALL NOT EXCEED 24'-0" U.N.O. NOTIFY ENGINEER PRIOR TO CONSTRUCTION IF THERE ARE ANY QUESTIONS REGARDING MCJ LOCATIONS.  
G. NO MCJ MAY BE PLACED WITHIN 24" OF DOOR OR WINDOW JAMBS U.N.O.  
H. EXPANSION ANCHORS AND EPOXIED ANCHORS MAY BE USED IN ACCORDANCE WITH SECTION 3.1 D & E OF THESE NOTES.

2.2 WALL REINFORCING

- A. ALL REINFORCING BARS SHALL BE OF NEW BILLET STEEL CONFORMING TO ASTM A615, GRADE 60 FOR ALL BARS #5 AND LARGER. GRADE 40 FOR ALL BARS #4 AND SMALLER. GRADE 60 BARS SHALL NOT BE FIELD BENT.  
B. WHERE REINFORCING BARS ARE TO BE WELDED, THEY SHALL BE WELDABLE BARS CONFORMING TO ASTM A706.  
C. CMU WALLS SHALL HAVE #5 VERTICAL REBAR SPACED AS SHOWN ON PLAN IN SOLID GROUTED CELL U.N.O. PLACE SINGLE WIRE LOOP TIES AT 8'-0" O.C. VERTICALLY TO INSURE CORRECT REBAR POSITIONING.  
D. PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCING AT POSITIONS SHOWN ON THE PLANS.  
E. VERTICAL REINFORCING ON DRAWINGS SHALL EXTEND THE FULL HEIGHT OF THE WALL AND SHALL BE GROUTED IN PLACE USING A MAXIMUM 4 FT. GROUT LIFT. IF THE CONTRACTOR WISHES TO EXTEND A LIFT BEYOND 4 FT. THE CONTRACTOR MUST SUBMIT A METHOD STATEMENT TO THE STRUCTURAL ENGINEER OF RECORD TWO WEEKS PRIOR TO THE GROUT POUR. IT WILL BE UP TO THE ENGINEER OF RECORD TO ACCEPT OR DECLINE THE REQUEST.  
F. STOP ALL GROUT 1-1/2" BELOW TOP OF LIFT TO FORM A SHEAR KEY BETWEEN LIFTS.  
G. ALL MASONRY CELLS TO BE GROUTED MUST BE FREE OF EXCESS MORTAR, DISCARDED BLOCK SECTIONS AND ANY OTHER DEBRIS PRIOR TO GROUT PLACEMENT.  
H. FILL ALL VOIDS AND BLOCK CELLS SOLIDLY WITH GROUT FOR A DISTANCE OF 24" BENEATH AND 12" EACH SIDE OF ALL BEAM/JOIST BEARING LOCATIONS OR OTHER CONCENTRATED LOADS U.N.O.  
I. BOND BEAM REINFORCING SHALL BE 2-#5 IN 8" DEEP CONTINUOUS MASONRY BOND BEAM BELOW JOIST BEARING ELEVATION (AS SHOWN IN TYPICAL DETAILS) AND THE TOP OF ALL MASONRY WALLS.  
J. BOND BEAM REINFORCING AT FLOORS AND ROOFS SHALL BE CONTINUOUS THROUGH MCJ AND DISCONTINUOUS AT MEJ. LADDER REINFORCEMENT SHALL BE DISCONTINUOUS AT BOTH MCJ AND MEJ.  
K. 1-#5 VERTICAL REBAR IN GROUTED CELL (TYPICAL DETAIL INCLUDING REINFORCEMENT LAP INTO FOUNDATION) REQUIRED AT ENDS OF ALL WALLS, AT ALL WALL INTERSECTIONS, AT EACH SIDE OF MCJ/MEJ AND ADJACENT TO ALL WINDOW AND DOOR OPENINGS.  
L. PROVIDE HORIZONTAL 9 GAGE LADDER TYPE REINFORCING AT 16" O.C.  
M. REINFORCING STEEL IN MASONRY UNITS SHALL HAVE A MINIMUM LAP OF 72 TIMES BAR DIAMETER OR PER CMU LAP SPLICE SCHEDULE (U.N.O.)  
N. IN LOCATIONS WHERE VERTICAL REINFORCING STEEL IS INTERRUPTED BY ITEMS SUCH AS EMBED PLATES, PLACE THE SAME AMOUNT OF STEEL WITH THE SAME CONFIGURATION IN THE CLOSEST ADJACENT CELL. LAP THE STEEL THE REQUIRED LAP AT THE TOP AND BOTTOM AND THEN CONTINUE THE VERTICAL REINFORCING STEEL IN THE CELL IT WAS INTERRUPTED IN. NOTIFY THE ENGINEER PRIOR TO POURING LIFT BELOW EMBED PLATES WHEN THIS SITUATION OCCURS.

2.3 MASONRY LINTELS:

- A. MASONRY LINTELS SHALL HAVE 2-#5 IN 16" DEEP MASONRY BOND BEAMS UNLESS SPECIFIED OTHERWISE ON PLANS. CONTINUE BARS MINIMUM 40 BAR DIAMETERS BEYOND EACH SIDE OF OPENING. IF THIS CANNOT BE ACHIEVED DUE TO AN INTERSECTING WALL, BEND BARS AND CONTINUE REINFORCING INTO INTERSECTING WALL TO ACHIEVE THE REQUIRED LAP. SEE MASONRY LINTEL SCHEDULE AND TYPICAL DETAILS FOR MORE INFORMATION.  
B. VERTICAL MASONRY WALL REINFORCING SHALL BE PLACED IN LINTEL AND ABOVE OPENING IN THE SAME ARRANGEMENT AS WALL REINFORCING.  
C. VERTICAL MASONRY WALL REINFORCING SHALL BE PLACED ABOVE STEEL LINTEL ABOVE OPENING IN THE SAME ARRANGEMENT AS WALL REINFORCEMENT. THE SIZE TO MATCH VERTICAL REINFORCING AND LAP PER SCHEDULE, AND SHALL BE WELDED TO TOP OF WIDE FLANGE BEAMS IN SAME ARRANGEMENT AS WALL REINFORCING.

3.0 STRUCTURAL STEEL:

3.1 GENERAL REQUIREMENTS:

- A. STEEL CONSTRUCTION SHALL CONFORM TO AISC 360-16 "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AND SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" LATEST EDITION.  
B. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS:  
BEAMS (W) A992  
ANGLES (L) A36  
PLATES (PL) A36  
CHANNELS (C) A36  
PIPES (HSS ROUND) A53, TYPE E, GRADE B  
TUBES (HSS SQUARE) A500, GRADE B  
C. ALL BOLTED BEARING CONNECTIONS SHALL BE MADE USING A325-N BOLTS SNUG TIGHTENED, 3/4" DIAMETER (U.N.O.) ALL BOLTED CONNECTIONS AT BRACES AND MOMENT FRAMES SHALL BE MADE USING A325-N BOLTS, 3/4" DIAMETER (U.N.O.) ALL BOLTS SHALL BE INSTALLED IN ACCORDANCE WITH "SPECIFICATIONS FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS" LATEST EDITION, UNLESS OTHERWISE DETAILED. MINIMUM OF TWO BOLTS PER CONNECTION. ALL BOLT HOLES TO BE 1/16" LARGER IN DIAMETER THAN NOMINAL SIZE OF BOLT. ALL BASE PLATE BOLT HOLES TO BE 5/16" LARGER IN DIAMETER THAN NOMINAL SIZE OF ANCHOR BOLT.  
D. EXPANSION ANCHORS MAY BE USED WHERE NOTED ON PLANS. EXPANSION ANCHORS SHALL BE WEDGE TYPE BOLTS, ZINC-PLATED OR STAINLESS STEEL, HILTI KWIK BOLT-TZ, SIMPSON STRONG-BOLT 2, OR APPROVED ICC SUBSTITUTE. EXPANSION ANCHORS SHOULD BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS. ALL HOLES SHOULD BE PROPERLY CLEANED PRIOR TO INSTALLATION AND BOLTS SHOULD BE TIGHTENED PER MANUFACTURERS' RECOMMENDATIONS. E. EPOXIED ANCHORS MAY BE USED WHERE NOTED ON PLANS. EPOXIED ANCHORS SHALL BE THREADED RODS MEETING ASTM F1554 - GRADE 36 AND EPOXIED USING HILTI HIT-HY 200, SIMPSON SET-36, OR APPROVED ICC SUBSTITUTE. EPOXIED BOLTS SHOULD BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS. ALL HOLES SHOULD BE PROPERLY CLEANED PRIOR TO INSTALLATION AND BOLTS SHOULD BE TIGHTENED PER MANUFACTURERS' RECOMMENDATIONS.  
F. ALL STEEL SHALL BE SHOP PAINTED WITH A PRIMER. ALL WELDS AND BARE SPOTS SHALL RECEIVE TOUCHUP PAINT. FINISH COAT PAINTING TO ARCHITECTURAL DETAILS.  
G. ALL STRUCTURAL STEEL SURFACES ENCASED IN CONCRETE OR WITH SPRAYED ON FIREPROOFING SHALL BE LEFT UNPAINTED. ALL STRUCTURAL STEEL TO BE FIREPROOFED PER ARCHITECT'S DETAILS. ALL STRUCTURAL STEEL SURFACES ENCASED IN CONCRETE SHALL BE WRAPPED WITH ROOFING FELT PRIOR TO CONCRETE PLACEMENT.  
H. DURING ERECTION, APPROVED TEMPORARY BRACING SHALL BE INSTALLED AS REQUIRED TO PREVENT DISTORTION OF DAMAGE TO THE FRAMEWORK DUE TO THE ERECTION FORCES. COLUMN BASE PLATES ARE TO BE SHIMMED ON ALL SIDES PRIOR TO GROUTING, NOT WITH A CENTRAL SHIM.

3.5 WELDING:

- A. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS OF THE AMERICAN WELDING SOCIETY. ELECTRODES MUST MEET E70XX SERIES REQUIREMENTS, LOW HYDROGEN WITH MINIMUM TENSILE STRESS OF 70,000 PSI. ELECTRODES SHALL BE PRODUCED AND STORED IN ACCORDANCE WITH AWS D1.1 SECTIONS 4.5 OR 4.12.  
B. STEEL FABRICATOR SHALL PROVIDE ALL FIELD-WELDING OPERATIONS.  
C. MINIMUM WELD SIZE SHALL NOT BE LESS THAN 3/16" CONTINUOUS FILLET WELD, U.N.O.  
D. ALL WELDERS ARE TO BE LICENSED AND CERTIFIED TO AWS STANDARDS.  
E. REPORTS OF EACH WELD TEST SHALL BE GIVEN TO THE STRUCTURAL ENGINEER. NO FAILED WELD SHALL BE PERMITTED TO REMAIN IN SERVICE. IT IS THE RESPONSIBILITY OF THE TESTING LABORATORY TO PROVIDE TIMELY NOTICE OF FAILED TESTS TO THE CONTRACTOR.  
F. WELDING SHALL PROGRESS IN A MANNER, WHICH BALANCES THE STRESSES IN THE MEMBERS, IN ACCORDANCE WITH AWS.  
G. PREHEATING REQUIREMENTS FOR BASE METALS SHALL FOLLOW AWS GUIDELINES.  
H. THE WELD METAL MATERIAL SHALL MEET THE PROPERTIES OF THE BASE METAL.  
I. LIGHT GAUGE STEEL (16 GA. AND THINNER) WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWS D1.3.  
J. ALL WELDS ARE SHOP WELDS EXCEPT WHERE NOTED BY ENGINEER. NOTED WELDS MAY BE EITHER FIELD OR SHOP WELDS.

4.0 WOOD

- A. FRAMING LUMBER SHALL BE STRESS GRADED HEM-FIR AS FOLLOWS:  
1.0 JOISTS, BEAMS, COLUMNS - NO. 2 OR BETTER.  
2.0 STUDS - LOAD BEARING AND EXTERIOR WALLS 2x6 NO. 2.  
3.0 STUDS - INTERIOR NON-LOAD BEARING - 2x4 STANDARD GRADE.  
4.0 BLOCKING AND BRIDGING - NO. 2.  
WOOD CONNECTORS CALLED FOR ON THE DRAWINGS ARE AS MANUFACTURED BY SIMPSON STRONG-TIE COMPANY. CONNECTORS BY OTHER MANUFACTURERS MAY BE USED IF THE LOAD CAPACITY IS EQUAL TO OR GREATER THAN THE CONNECTOR SPECIFIED. USE MANUFACTURER'S FURNISHED NAILS AND BOLTS.  
E. FASTEN ALL WOOD MEMBERS WITH COMMON NAILS ACCORDING TO THE BUILDING CODE UNLESS OTHERWISE NOTED. ALL EXTERIOR WALLS AND MAIN CROSS-STUD PARTITIONS SHALL BE BRACED IN ACCORDANCE WITH IBC SECTION 2308.9.3.  
F. ALL WOOD IN CONTACT WITH CONCRETE OR EXPOSED TO WEATHER SHALL BE PRESERVATIVE TREATED AND REFERRED TO AS "P.T." HEREIN. ALL PRESERVATIVE TREATED LUMBER SHALL CONFORM TO AWPA STANDARD U1 AND THE APPROPRIATE USE CATEGORY. CONNECTORS USED IN CONTACT WITH P.T. WOOD SHALL BE COATED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. FASTENERS USED IN P.T. WOOD SHALL CONFORM WITH IBC SECTION 2304.  
G. ROOF, WALL & FLOOR SHEATHING SHALL BE APA TRADEMARKED EXPOSURE 1 WHEN EXPOSED ONLY DURING CONSTRUCTION AND SHALL CONFORM TO THE AMERICAN PLYWOOD ASSOCIATION STANDARD.  
H. ROOF SHEATHING SHALL BE 15/32" SHEATHING WITH AN APA SPAN RATING OF 32/16. NAIL ROOF SHEATHING WITH 8d NAILS AT 6" ON CENTER AT PANEL EDGES AND 12" ON CENTER IN THE FIELD.  
I.

4.1 PRE-ENGINEERED TRUSSES:

- A. ROOF TRUSSES SHALL BE DESIGNED FOR THE LOADS INDICATED ON THESE DRAWINGS. INCLUDE ADDITIONAL BOTTOM CHORD DEAD LOAD OF 10 PSF TO ALLOW FOR SUSPENDING INTERIOR PARTITIONS FROM TRUSSES. INCLUDE MECHANICAL EQUIPMENT/FIRING LOADS AS NOTED ON CIVIL PLANS. CONTRACTOR TO CONFIRM THESE LOADS TO TRUSS FABRICATOR BEFORE TRUSS FABRICATION. LOAD COMBINATIONS SHALL BE ACCORDING TO IBC. INCLUDE DOUBLE SNOW LOAD ON EAVE OVERHANGS.  
B. CALCULATIONS AND DRAWINGS INCLUDING BRACING MEMBERS AND TRUSS TO TRUSS HANGERS FOR ALL ROOF TRUSSES, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER IN THE STATE OF COLORADO SHALL BE SUBMITTED FOR APPROVAL A MINIMUM OF TWO WEEKS PRIOR TO FABRICATION.  
C. TRUSSES SHALL BE BRACED FOR STRENGTH REQUIREMENTS FOR EACH TRUSS ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS, AND FOR OVERALL STABILITY.  
D. ALL TRUSSES SHALL HAVE SIMPSON H3 CONNECTIONS TO TOP PLATE (U.N.O.)  
F. TRUSSES SHALL BE DESIGNED FOR A MAXIMUM ROOF DEFLECTION OF L/240 FOR DEAD LOAD PLUS FULL LIVE LOAD.

5.0 STRUCTURAL SHOP DRAWINGS:

5.1 GENERAL REQUIREMENTS:

- A. THE APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD MUST BE SECURED ON ALL STRUCTURAL SUBMITTALS.  
B. DO NOT REPRODUCE CONTRACT DOCUMENTS OR COPY STANDARD PRINTED INFORMATION AS THE BASIS OF SHOP DRAWINGS.  
C. VERIFY ALL ROOF, FLOOR AND WALL OPENINGS WITH CIVIL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS.  
D. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS PRIOR TO SUBMITTAL. ANY ITEMS NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BE FLAGGED BY THE CONTRACTOR.  
E. ARCHITECT SHALL REVIEW AND STAMP FOR APPROVAL ALL SHOP DRAWINGS PRIOR TO STRUCTURAL REVIEW. ANY ITEMS NOT IN ACCORDANCE WITH ARCHITECTURAL PLANS SHALL BE FLAGGED AND REDLINED ON SHOP DRAWINGS FOR STRUCTURAL SUBMITTAL REVIEW.  
F. ALL VARIATIONS FROM THE CONTRACT DOCUMENTS ON THE SHOP DRAWINGS SHALL BE CLOUDED. ANY VARIATIONS NOT CLOUDED SHALL NOT BE CONSIDERED APPROVED.  
G. ANY ITEMS NOT FLAGGED BY THE ENGINEER OR ARCHITECT SHALL NOT BE CONSIDERED CHANGES TO THE CONTRACT DOCUMENTS.  
H. THE SHOP DRAWINGS DO NOT REPLACE THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL MAKE SURE THE STRUCTURE IS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.  
I. ALL DIMENSIONS AND ELEVATIONS TO BE VERIFIED BY CONTRACTOR.  
J. ALLOW A MINIMUM OF TWO WEEKS FOR ENGINEER REVIEW, PRIOR TO FABRICATION OR CONSTRUCTION.  
K. SUBMIT ONE COMPLETE SET OF DOCUMENTS VIA ELECTRONIC PDF (OR SIMILAR). THE STRUCTURAL ENGINEER OF RECORD WILL MARK AND RETURN COMMENTS VIA ELECTRONIC PDF.  
L. DEFERRED SUBMITTAL AND CALCULATIONS SHALL BE SUBMITTED TO THE BUILDING OFFICIAL FOR REVIEW PER IBC 106.3.4.2

5.2 ITEMS TO BE SUBMITTED FOR REVIEW:

- A. PROVIDE CONCRETE REINFORCING BAR SCHEDULES, ELEVATIONS AND STEEL EMBED DRAWINGS. PROVIDE PRODUCT DATA, CONCRETE MIX DESIGNS AND SUBMITTALS AS REQUIRED BY ACI 301.  
D. PROVIDE CMU REINFORCEMENT BAR SCHEDULES, BAR ELEVATIONS AND STEEL EMBED DRAWINGS. PROVIDE PRODUCT DATA CERTIFICATES FOR MATERIALS INDICATING COMPLIANCE AND SUBMITTALS AS REQUIRED BY ACI 530 & IBC.  
E. PROVIDE PRE-ENGINEERED WOOD/STEEL TRUSS LAYOUT AND DETAILS INCLUDING BRACING AND HANGERS.

6.0 SPECIAL STRUCTURAL INSPECTIONS AND TESTING

- A. SPECIAL INSPECTION AND TESTING SHALL BE PERFORMED AS REQUIRED BY THE LOCAL JURISDICTION, CHAPTER 17 OF THE BUILDING CODE AND THE CONSTRUCTION DOCUMENTS.  
B. COORDINATE AND SCHEDULE INSPECTION AND TESTING PRIOR TO THE START OF WORK REQUIRING INSPECTION AND TESTING WHILE PROVIDING SPECIAL INSPECTION REASONABLE NOTICE.  
C. ALL DEFICIENCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND TO THE BUILDING OFFICIAL.  
D. INSPECTIONS PERFORMED BY THE LOCAL JURISDICTION DO NOT REPLACE INSPECTION OR TESTING REQUIRED BY THE OWNERS TESTING AGENCY.  
E. SPECIAL INSPECTION AND TESTING IS REQUIRED FOR THE ITEMS SHOWN IN THE SPECIAL INSPECTIONS AND TESTING TABLE.  
F. PERIODIC INSPECTIONS IS DEFINED AS PART-TIME OR INTERMITTENT INSPECTION OF THE WORK. IT IS THE SPECIAL INSPECTOR'S RESPONSIBILITY TO DETERMINE AND COORDINATE THE FREQUENCY AND DURATION OF THE INSPECTION RELATIVE TO THE CONTRACTOR'S SCHEDULE AND SEQUENCING OF THE WORK IN ORDER TO THE MEET THE INSPECTION AND REPORTING REQUIREMENTS.  
G. CONTINUOUS INSPECTIONS ARE TO BE PERFORMED ON EACH INSTANCE OF THE TASK TO COMPLETED.  
H. THE OWNER'S TESTING AGENCY SHALL PERFORM SPECIAL INSPECTIONS AND TESTING REQUIRED BY THE STRUCTURAL DOCUMENTS, BUILDING CODE AND LOCAL AUTHORITY. UPON COMPLETION OF WORK, THE TESTING AGENCY SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.

SPECIAL INSPECTIONS AND TESTING

| CATEGORY/<br>MATERIAL        | VERIFICATION AND INSPECTION                                                                                                                                                                                                                | CONTINUOUS | PERIODIC |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| SOILS AND FOUNDATIONS        | VERIFY MATERIALS BELOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY                                                                                                                                                     |            | X        |
|                              | VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL                                                                                                                                                           |            | X        |
|                              | PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS                                                                                                                                                                             |            | X        |
|                              | VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL                                                                                                                           | X          |          |
| CAST-IN-PLACE CONCRETE       | PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY SITE HAS BEEN PREPARED PROPERLY                                                                                                                                          |            | X        |
|                              | INSPECT REINFORCEMENT AND VERIFY PLACEMENT                                                                                                                                                                                                 |            | X        |
|                              | REINFORCING BAR WELDING:<br>A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706<br>B. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 3/8"<br>C. INSPECT ALL OTHER WELDS                                                              | X          | X<br>X   |
|                              | INSPECT ANCHORS, MECHANICAL COUPLERS AND EMBEDS CAST IN CONCRETE                                                                                                                                                                           |            | X        |
| REINFORCED MASONRY (LEVEL 2) | INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE:<br>A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.<br>B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED ABOVE | X          | X        |
|                              | VERIFY USE OF REQUIRED MIX DESIGN                                                                                                                                                                                                          |            | X        |
|                              | PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE                                                                                    | X          |          |
|                              | INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES                                                                                                                                                                 | X          |          |
| CATEGORY/<br>MATERIAL        | VERIFICATION AND INSPECTION                                                                                                                                                                                                                | CONTINUOUS | PERIODIC |
|                              | VERIFY F'm PRIOR TO CONSTRUCTION                                                                                                                                                                                                           |            | X        |
|                              | VERIFY MASONRY UNIT, GROUT AND MORTAR                                                                                                                                                                                                      |            | X        |
|                              | VERIFY PREPARATION OF MORTAR AND CONSTRUCTION OF MORTAR JOINTS                                                                                                                                                                             |            | X        |
| REINFORCED MASONRY (LEVEL 2) | VERIFY REINFORCING PLACEMENT, LAPS AND CLEARANCES                                                                                                                                                                                          |            | X        |
|                              | INSPECT ALL WELDED REINFORCEMENT                                                                                                                                                                                                           | X          |          |
|                              | VERIFY MORTAR JOINT REINFORCING AND PLACEMENT                                                                                                                                                                                              |            | X        |
|                              | VERIFY GROUT SPACE AND PLACEMENT                                                                                                                                                                                                           | X          |          |
| REINFORCED MASONRY (LEVEL 2) | VERIFY CONTROL AND CONSTRUCTION JOINTS                                                                                                                                                                                                     |            | X        |
|                              | VERIFY STEEL EMBEDS AND CAST EMBEDDED ANCHORS                                                                                                                                                                                              |            | X        |
|                              | VERIFY POST-INSTALLED ANCHORS                                                                                                                                                                                                              | X          |          |
|                              | VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES                                                                                                                                                                          |            | X        |

SHEET INDEX:

- S0.1 STRUCTURAL GENERAL NOTES  
S1.1 PUMP HOUSE - FOUNDATION/FRAMING  
S1.2 PUMP HOUSE ELEVATIONS  
S1.3 PUMP HOUSE CAN MAT  
S1.4 GENERATOR MAT  
S2.1 PUMP HOUSE DETAILS



7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER:



4730 SOUTH COLLEGE #201  
DENVER, CO 80231  
PHONE: (970) 225-2422  
FAX: (970) 225-2622

CLIENT:



PUMP STATION PACKAGE

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

PROJECT TITLE

ISSUE NO.:

| DATE       | DESCRIPTION             | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------------|-------------------------|---|---|---|---|---|---|---|---|---|----|
| 12/04/2020 | 50% SUBMITTAL           |   |   |   |   |   |   |   |   |   |    |
| 04/14/2021 | ISSUED FOR BID          |   |   |   |   |   |   |   |   |   |    |
| 02/22/2021 | ISSUED FOR CONSTRUCTION |   |   |   |   |   |   |   |   |   |    |
| 7/1/2021   | ADDENDUM 1              |   |   |   |   |   |   |   |   |   |    |

CERTIFICATION:



PROJECT NO.: 6365-20-500

DWN BY: GW CHKD BY: GGW APPD BY: MJK

ISSUE DATE: 06/22/2021

ISSUE NO.: 3

SHEET TITLE:

STRUCTURAL  
NOTES

SHEET NO.:

S0.1



7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER:



4730 SOUTH COLLEGE #201  
FORT COLLINS, CO 80526  
PHONE: (970) 225-2422  
FAX: (970) 225-2622

CLIENT:



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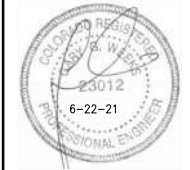
TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

PROJECT TITLE:

ISSUE NO.:

| DATE       | DESCRIPTION             | ISSUE NO. |
|------------|-------------------------|-----------|
| 12/04/2020 | 50% SUBMITTAL           | 1         |
| 04/14/2021 | ISSUED FOR BID          | 2         |
| 02/22/2021 | ISSUED FOR CONSTRUCTION | 3         |
| 7/1/2021   | ADDENDUM 1              | 4         |
|            |                         |           |
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PROJECT NO.: 6365-20-500

DWN BY: GW CHKD BY: GGW APP'D BY: MJK

ISSUE DATE: 06/22/2021

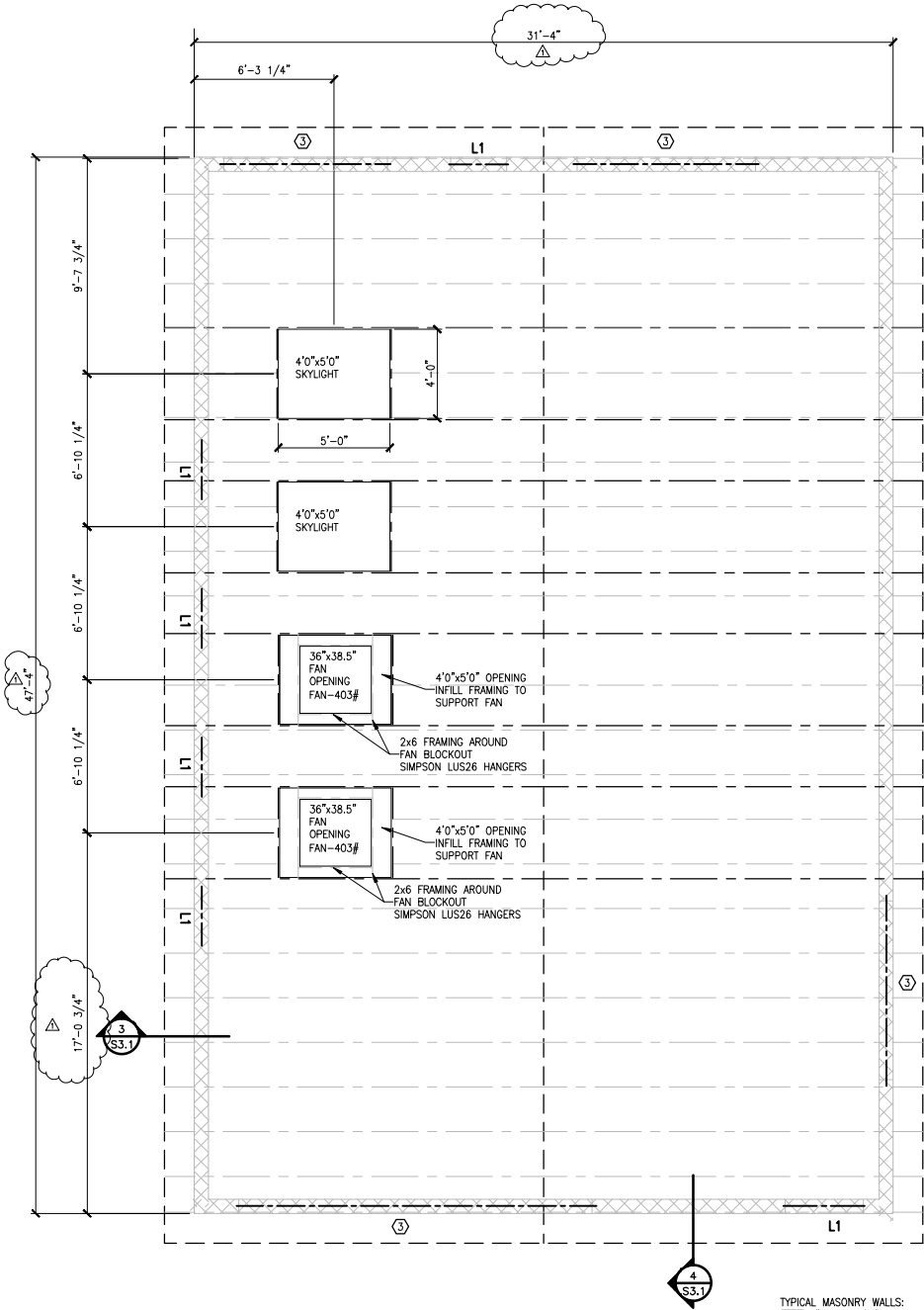
ISSUE NO.: 3

SHEET TITLE:

PUMP HOUSE  
STRUCTURAL PLAN

SHEET NO.:

S1.1



| MARK | SIZE               | NOTES                   |
|------|--------------------|-------------------------|
| L1   | LL 3 1/2 x 3 1/4   | 4" BEARING EA. END      |
| L2   | LL 6 x 3 1/2 x 5/8 | LLV; 8" BEARING EA. END |

ROOF FRAMING PLAN

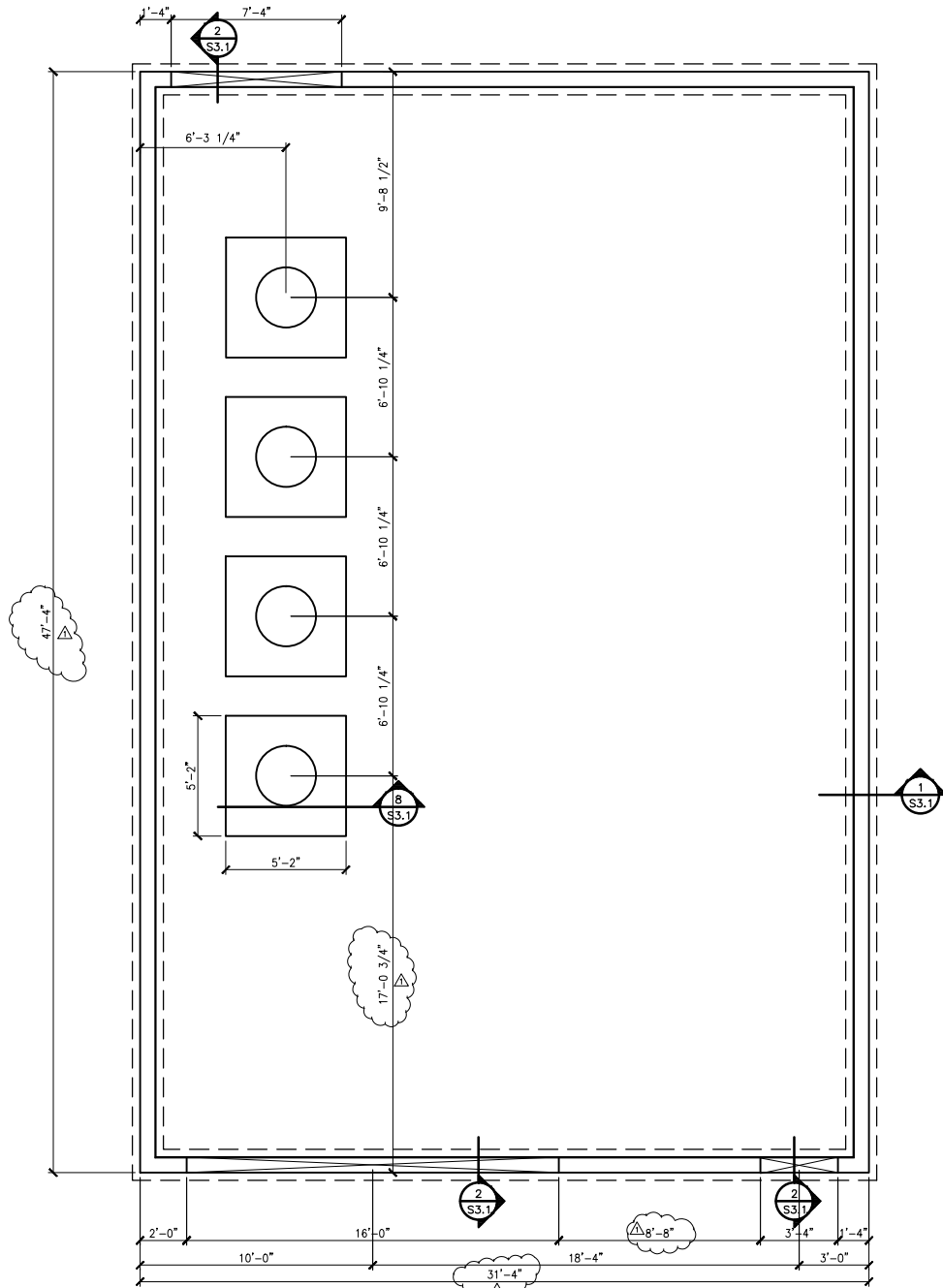
1/4" = 1'-0"



TYPICAL MASONRY WALLS:  
8" CMU W/ #5 VERTICAL @ 36" O.C., CENTERED  
AND EA. SIDE OF ALL OPENINGS & CONTROL JOINTS  
DENOTES TYPE OF CMU BOND BEAM LINTEL.

3 = 3 COURSE BOND BEAM  
2 = 2 COURSE BOND BEAM  
1 = 1 COURSE BOND BEAM

SEE SECTION 5/S3.1 FOR ADDITIONAL INFORMATION  
ROOF SHEATHING: 15/32" APA RATED FOR  
EXTERIOR USE WITH A 32/16 SPAN RATING. NAIL  
WITH 8d NAILS AT 6" ON CENTER AT PANEL  
EDGES, 12" ON CENTER IN THE FIELD.



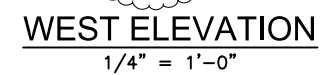
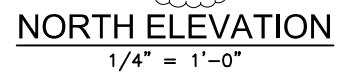
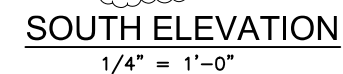
FOUNDATION PLAN

1/4" = 1'-0"



6" CONCRETE SLAB W/ #4 @ 18" O.C. EACH WAY  
ALL FOOTINGS 12" x 16" w/ 2-#5 CONTINUOUS





PROJECT PARTNER:



4730 SOUTH COLLEGE #20  
FORT COLLINS, CO 80525  
PHONE (970) 225-2422  
FAX (970) 225-2622

CLIENT

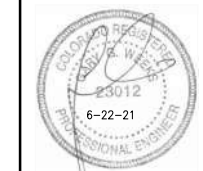


TITLE: **PUMP STATION PACKAGE**

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

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| 7/1/21     | ADDENDUM 1              | 4         |
|            |                         |           |
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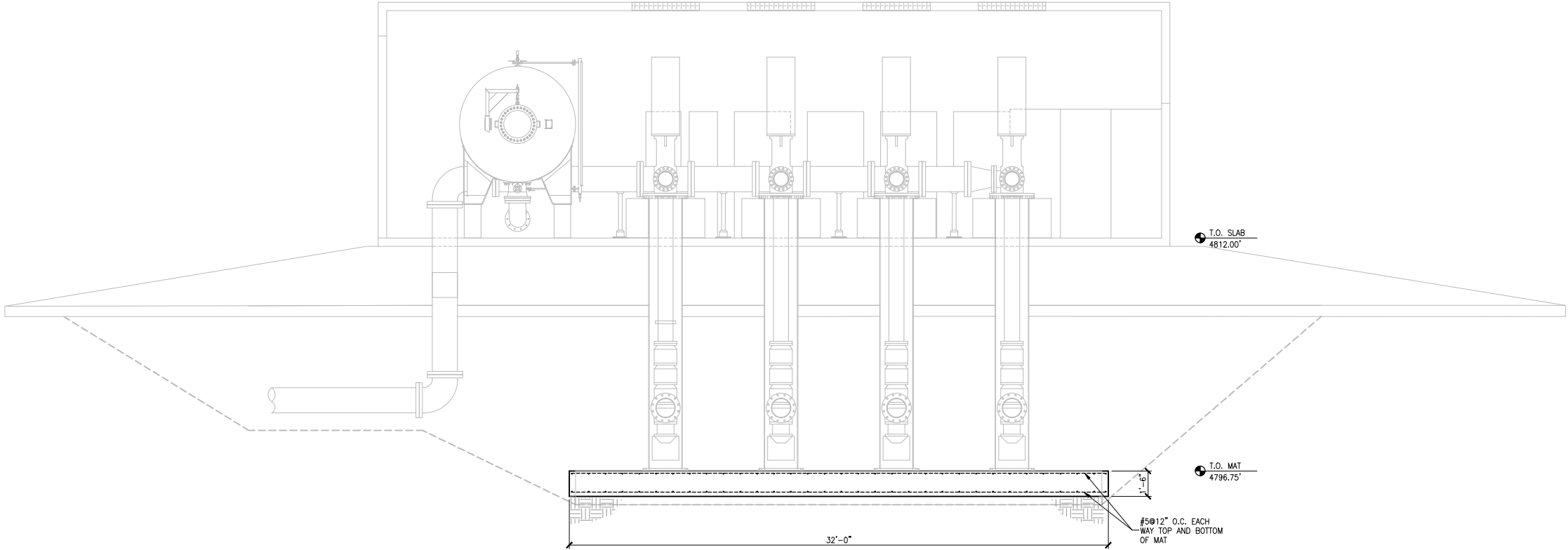
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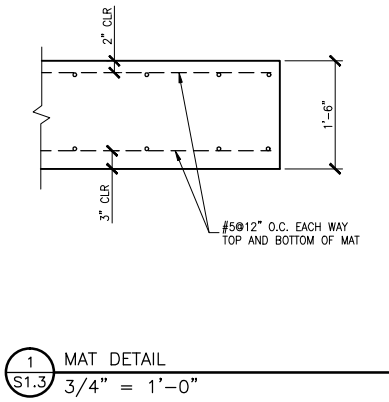
SHEET TITLE

PUMP HOUSE  
ELEVATIONS

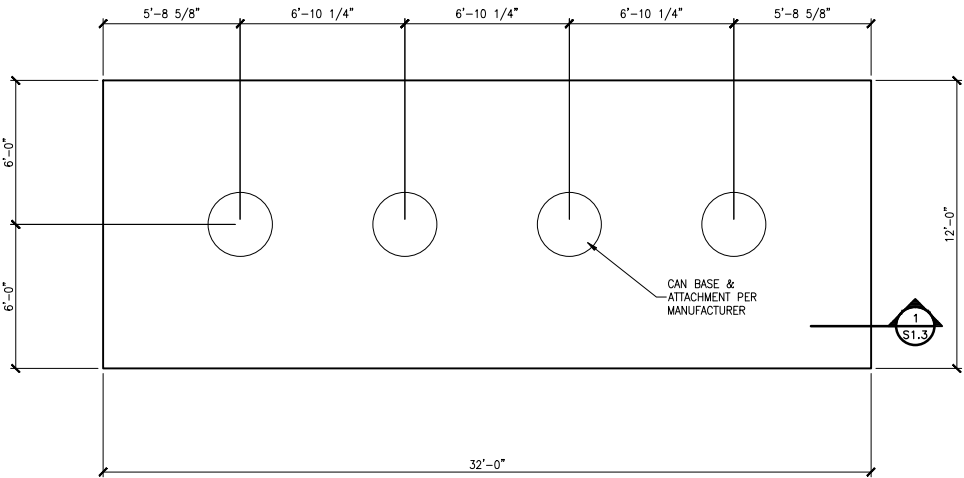
SHEET NO.: S1.2



CAN MAT SECTION  
1/4" = 1'-0"



1 MAT DETAIL  
S1.3 3/4" = 1'-0"



CAN MAT PLAN  
1/4" = 1'-0"



7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER:



CLIENT:



PUMP STATION PACKAGE

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

PROJECT TITLE

ISSUE NO.:

| DATE       | DESCRIPTION             | ISSUE NO. |
|------------|-------------------------|-----------|
| 12/04/2020 | 50% SUBMITTAL           | 1         |
| 04/14/2021 | ISSUED FOR BID          | 2         |
| 06/22/2021 | ISSUED FOR CONSTRUCTION | 3         |
| 7/12/21    | ADDENDUM 1              | 4         |
|            |                         |           |
|            |                         |           |
|            |                         |           |
|            |                         |           |
|            |                         |           |

CERTIFICATION:



PROJECT NO.: 6365-20-500

DWN BY: GW  
CHKD BY: GGW  
APPD BY: MJK

ISSUE DATE: 06/22/2021

ISSUE NO.: 3

SHEET TITLE:

CAN MAT  
DETAILS

SHEET NO.:

S1.3



7000 YELLOWTAIL RD  
SUITE 230  
CHEYENNE, WY 82009  
PHONE: 307-634-7848  
FAX: 307-634-7851  
WWW.WENCK.COM

PROJECT PARTNER:



CLIENT:



PUMP STATION PACKAGE

TOWN OF FIRESTONE  
FIRESTONE, WELD COUNTY COLORADO

PROJECT TITLE:

| DATE:      | DESCRIPTION:            | ISSUE NO.: |
|------------|-------------------------|------------|
| 12/04/2020 | 50% SUBMITTAL           | 1          |
| 04/12/2021 | ISSUED FOR BID          | 2          |
| 02/22/2021 | ISSUED FOR CONSTRUCTION | 3          |
| 7/12/21    | ADDENDUM 1              | 4          |
|            |                         |            |
|            |                         |            |
|            |                         |            |
|            |                         |            |
|            |                         |            |

CERTIFICATION:



PROJECT NO.: 6365-20-500

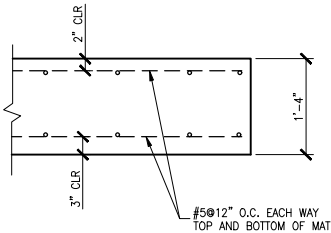
|               |                  |                  |
|---------------|------------------|------------------|
| DWN BY:<br>GW | CHK'D BY:<br>GGW | APP'D BY:<br>MJK |
|---------------|------------------|------------------|

ISSUE DATE: 06/22/2021

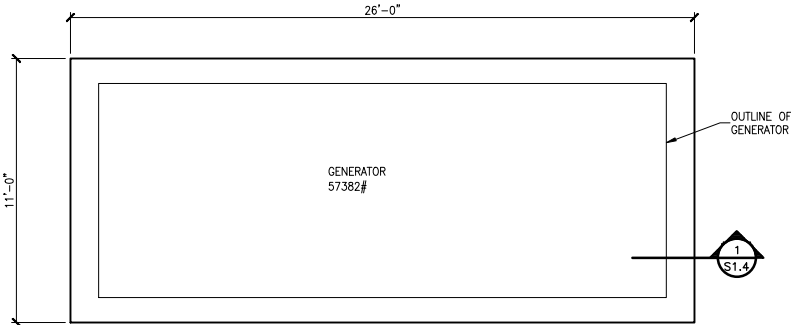
ISSUE NO.: 3

SHEET TITLE:  
GENERATOR MAT  
DETAILS

SHEET NO.:  
S1.4



1 MAT DETAIL  
S1.4 3/4" = 1'-0"



GENERATOR MAT PLAN  
1/4" = 1'-0"



PROJECT PARTNER



4730 SOUTH COLLEGE #201  
FORT COLLINS, CO 80525  
PHONE (970) 225-2422  
FAX (970) 225-2622

CLIENT



# TITLE: PUMP STATION PACKAGE

TOWN OF FIRESTONE  
FIRESTONE WELD COUNTY COLORADO

PROJECT TITLE:

| DATE:      | DESCRIPTION:            | ISSUE NO.: |
|------------|-------------------------|------------|
| 12/04/2020 | 50% SUBMITTAL           | 1          |
| 04/14/2021 | ISSUED FOR BID          | 2          |
| 6/22/2021  | ISSUED FOR CONSTRUCTION | 3          |
| 7/1/2021   | ADDENDUM 1              | 4          |
|            |                         |            |
|            |                         |            |
|            |                         |            |
|            |                         |            |

**CERTIFICATION**



|              |             |
|--------------|-------------|
| PROJECT NO.: | 6365-20-500 |
|--------------|-------------|

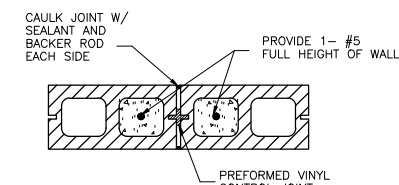
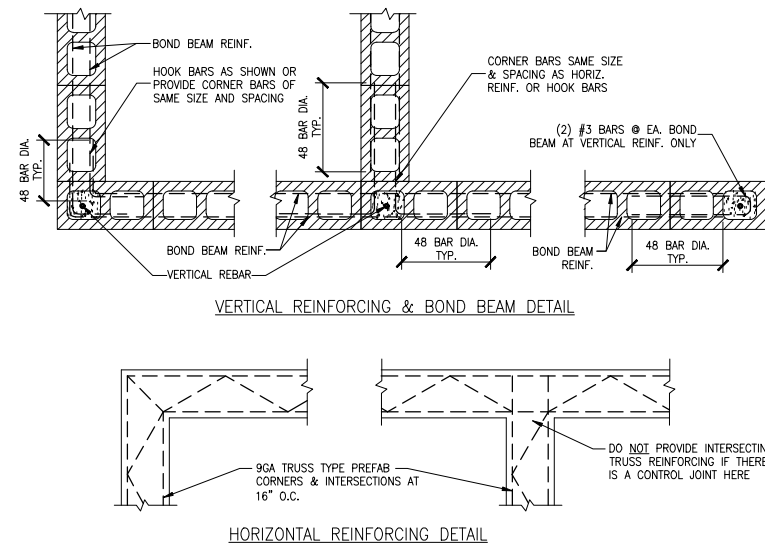
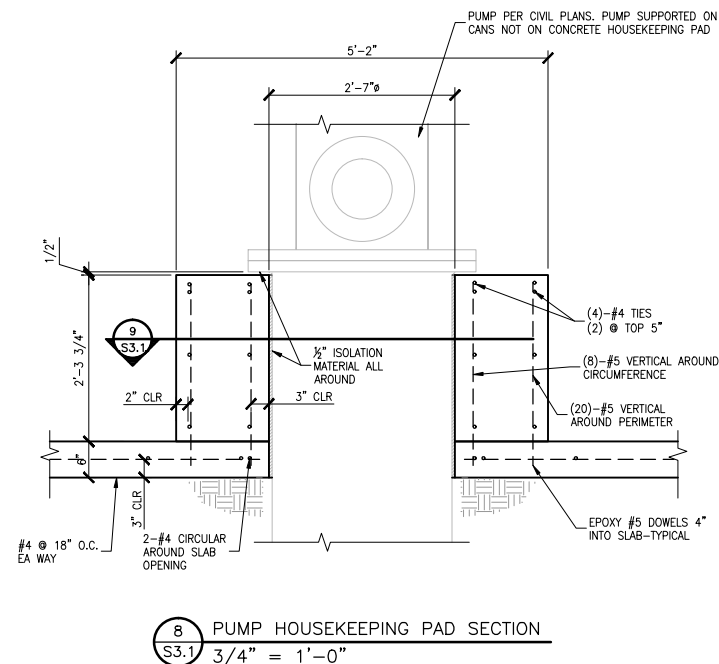
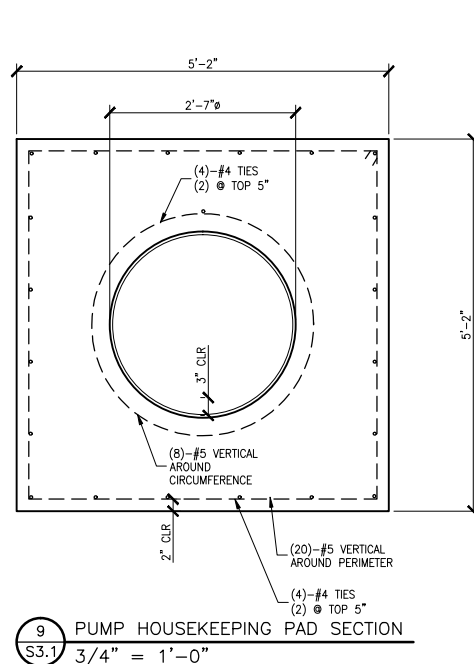
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|---------------|------------------|------------------|
| DWN BY:<br>GW | CHK'D BY:<br>GGW | APP'D BY:<br>MJK |
|---------------|------------------|------------------|

ISSUE DATE: 06/22/2021

SHEET TITLE

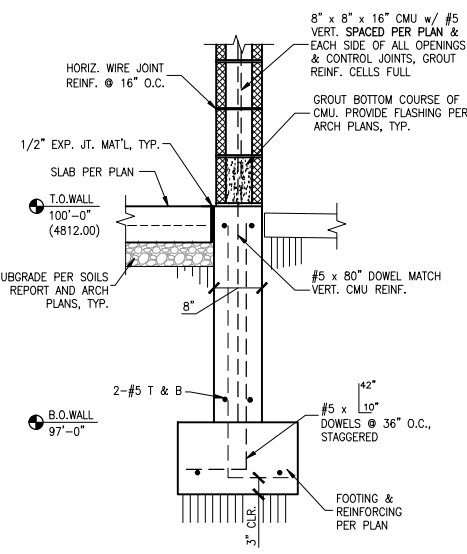
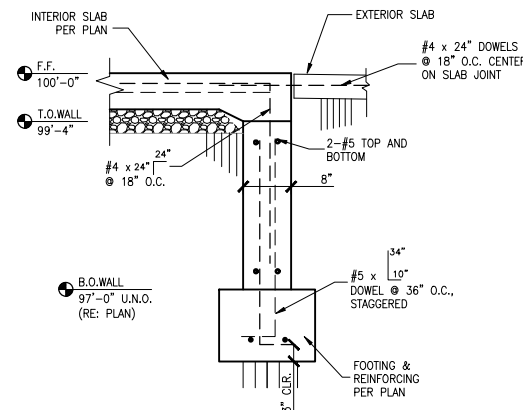
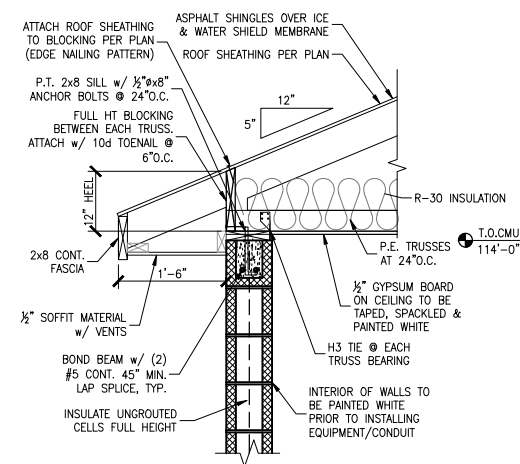
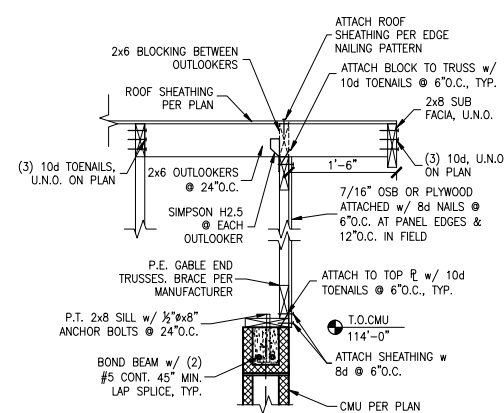
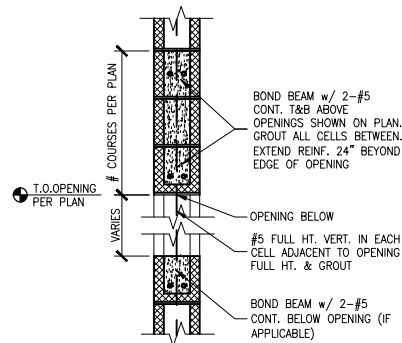
## STRUCTURAL DETAILS

SHEET NO.: S3.1



NOTES:

1. JOINTS SHALL BE CONTINUOUS FROM TOP OF FOUNDATION WALL TO TOP OF CURSE BELOW CONTINUOUS REINFORCED BOND BEAMS AT FLOORS AND ROOF.
2. ALL HORIZONTAL REINFORCING EXCEPT CONTINUOUS REINFORCED BOND BEAMS AT FLOORS AND ROOF SHALL STOP AT CONTROL JOINTS.
3. CONTROL JOINTS SHALL BE PLACED AT THE FOLLOWING LOCATIONS:
  - THE MAXIMUM DISTANCE BETWEEN C.J. SHALL BE THE LESSER OF 1.5 TIMES THE WALL HEIGHT OR 24 FT.
  - WITHIN 12 FT. OF CORNER IN EACH DIRECTION.
  - AT CHANGES IN WALL HEIGHT.
  - BETWEEN CONTINUOUS WALLS AND INTERSECTING WALLS.
  - AT CHANGES IN WALL THICKNESS AND PLASTER.
  - AT BUILDING JOINTS.
  - AT CMU LINTELS, PROVIDE C.J. NOT WITHIN OF 2'-0" OF OPENING.
  - AT STEEL BEAM LINTELS, PROVIDE C.J. 8" AWAY FROM OPENING TO THE T.O. CMU. PROVIDE C.J. AT EACH SIDE OF OPENING FOR OPENINGS WIDER THAN 6'-0"



5 CMU LINTEL DETAIL  
S3.1  $\frac{3}{4}" = 1'-0"$

4 GABLE END FRAMING DETAIL  
S3.1 3/4" = 1'-0"

3 TRUSS BEARING FRAMING DETAIL  
S3.1  $3/4" = 1'-0"$

2 FOUNDATION DETAIL (@ OPENINGS)  
S3.1  $3/4" = 1'-0"$

1 FOUNDATION DETAIL (U.N.O.)  
S3.1  $3/4" = 1'-0"$





February 12, 2022  
Mr. David Lindsay  
Colorado Civil Group, Inc

Re: St. Vrain Water Treatment Plant Pump Station  
**WCD #01 Conduit & Electrical Cable**  
**Project #497**  
PCO #5 - WCD #01 Conduit & Electrical Cable

Dear David Lindsay

This proposed change order is requested by Work Change Directive #01 dated January 21, 2022 to furnish and install 530 linear feet of 1" PVC Conduit, 300 linear feet of electrical cable and 300 linear feet of communication cable. The scope of each change item attached is hereby limited to the scope of work and terms & conditions of the proposal presented in this Change Request respective to each change item referenced.

*This change will result in a add to the Contract of \$16,510 and an increase in contract duration of 14 calendar days from the date of approval to deliver the materials to the site and perform the work.*

Integrated Water Services has completed the work as discussed with the Owner.  
Should you or the owner have any questions please contact me at your convenience.

Sincerely,  
INTEGRATED WATER SERVICES, INC.

Jack E. German

Digitally signed by Jack E. German  
DN: C=US,  
E=jgerman@integratedwaterservices.com,  
O="Integrated Water Services, Inc.", CN=Jack  
E. German  
Date: 2022.02.16 08:40:44-07'00'

Jack E. German  
Senior Project Manager

---

4001 North Valley Drive ■ Longmont, CO 80504  
P. (719) 331-5133 ■  
[jgerman@integratedwaterservices.com](mailto:jgerman@integratedwaterservices.com)



PCO #5 - WCD #01 Conduit &amp; Electrical Cable

| ITEM NO.                               | QTY                               | UNIT   | LABOR     |            | NON-TAXED MATERIAL |            | TAXED MATERIAL |            | EQUIPMENT |            | SUBCONTRACTOR |            | TOTAL     |            |
|----------------------------------------|-----------------------------------|--------|-----------|------------|--------------------|------------|----------------|------------|-----------|------------|---------------|------------|-----------|------------|
|                                        |                                   |        | UNIT COST | TOTAL COST | UNIT COST          | TOTAL COST | UNIT COST      | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST     | TOTAL COST | UNIT COST | TOTAL COST |
| CEPS                                   | <b>Labor</b>                      |        |           |            |                    |            |                |            |           |            |               |            |           |            |
|                                        | Project Manager                   | 1 MH   | 110.00    | 110.00     |                    |            |                |            |           |            |               |            | 110.00    | 110.00     |
|                                        | Excavate / Backfill Cable         | 24 MH  | 55.44     | 1,330.56   |                    |            |                |            |           |            |               |            | 55.44     | 1,330.56   |
|                                        | <b>Subcontracts</b>               |        |           |            |                    |            |                |            |           |            |               |            |           |            |
|                                        | Furnish / Install Cable & Conduit | 1 LS   |           |            |                    |            |                |            |           |            | 11,083.00     | 11,083.00  | 11,083.00 | 11,083.00  |
|                                        | <b>Materials</b>                  |        |           |            |                    |            |                |            |           |            |               |            |           |            |
|                                        | Class A Bedding                   | 106 TN |           |            | 13.00              | 1,378.00   |                |            |           |            |               |            | 13.00     | 1,378.00   |
|                                        | Marking Tape                      | 530 LF |           |            | 1.47               | 779.10     |                |            |           |            |               |            | 1.47      | 779.10     |
|                                        | <b>Equipment</b>                  |        |           |            |                    |            |                |            |           |            |               |            |           |            |
|                                        | SUMMARY                           |        |           |            |                    |            |                |            |           |            |               |            |           |            |
| SUBTOTAL - DIRECT COSTS                |                                   |        |           | 1,440.56   | 2,157.10           |            |                |            |           | 11,083.00  |               | 14,681     |           |            |
| Labor Burden                           |                                   |        |           |            |                    |            |                |            |           |            |               |            | 504       |            |
| Tax                                    |                                   |        |           |            |                    |            |                |            |           |            |               |            |           |            |
| Small Tools & Consumables              |                                   |        |           |            |                    |            |                |            |           |            |               |            | 156       |            |
| Equipment Maintenance / FOG            |                                   |        |           |            |                    |            |                |            |           |            |               |            |           |            |
| SUBTOTAL                               |                                   |        |           |            |                    |            |                |            |           |            |               |            | 15,340    |            |
| Overhead & Profit - Self Perform (10%) |                                   |        |           |            |                    |            |                |            |           |            |               |            | 213       |            |
| Overhead & Profit - Subcontractor (5%) |                                   |        |           |            |                    |            |                |            |           |            |               |            | 554       |            |
| SUBTOTAL                               |                                   |        |           |            |                    |            |                |            |           |            |               |            | 16,107    |            |
| Bonds (2.5%)                           |                                   |        |           |            |                    |            |                |            |           |            |               |            | 403       |            |
| TOTAL COST OF PROPOSAL                 |                                   |        |           |            |                    |            |                |            |           |            |               |            | 16,510    |            |

## CE POWER SYSTEMS

JOB:C21-08 SV Pump Station  
St Vrain Pump Station

### CHANGE ORDER SUMMARY SHEET

PROPOSED CHANGE #: 002

CHANGE DESCRIPTION: Telemetry (WCD #1)

Date: 2/9/2022

#### WORK BY CONTRACTOR

|   |                             |             |
|---|-----------------------------|-------------|
| 1 | Bond Fee                    | \$322.80    |
| 2 | MATERIAL/ Telemetry         | \$4,310.00  |
| 3 | EQUIPMENT                   |             |
| 4 | LABOR                       | \$6,450.00  |
| 5 | SUBTOTAL WORK BY CONTRACTOR | \$11,082.80 |
| 6 | O&P ON WORK BY CONTRACTOR   |             |

|   |                          |             |
|---|--------------------------|-------------|
| 7 | TOTAL WORK BY CONTRACTOR | \$11,082.80 |
|---|--------------------------|-------------|

#### SUBCONTRACTED WORK

|   |                    |     |
|---|--------------------|-----|
| 8 | SUBCONTRACT WORK   |     |
| 9 | SUB MANAGEMENT FEE | 15% |

|    |                                |  |
|----|--------------------------------|--|
| 10 | TOTAL WORK BY SUBCONTRACTOR(S) |  |
|----|--------------------------------|--|

TOTAL CHANGE ORDER PRICE - (ROUND TO NEAREST WHOLE \$)

\$11,083.00

## DATE: 2/9/2022

|                              |          |      | LABOR  |          | MATERIAL |          | EQUIPMENT |      | SUBCONTRACTOR |      | TOTAL       |
|------------------------------|----------|------|--------|----------|----------|----------|-----------|------|---------------|------|-------------|
|                              |          |      | UNIT   | COST     | UNIT     | COST     | UNIT      | COST | UNIT          | COST | ITEM        |
| DESCRIPTION                  | QUANTITY | UNIT | COST   |          | COST     |          | COST      |      | COST          |      | COSTS       |
| Data Cable                   | 300.00   | Ft   |        |          | 6.00     | 1,800.00 |           |      |               |      | \$1,800.00  |
| #10 Cable                    | 900.00   | Ft   |        |          | 0.65     | 585.00   |           |      |               |      | \$585.00    |
| 1" PVC Conduit               | 550.00   | Ft   |        |          | 3.50     | 1,925.00 |           |      |               |      | \$1,925.00  |
| Labor (2 Men X 30Hr)         | 60.00    | Hr   | 95.00  | 5,700.00 |          |          |           |      |               |      | \$5,700.00  |
| Others                       | 1.00     | LP   | 750.00 | 750.00   |          |          |           |      |               |      | \$750.00    |
|                              |          |      |        |          |          |          |           |      |               |      |             |
| By Others :                  |          |      |        |          |          |          |           |      |               |      |             |
| Trenching, any Concrete work |          |      |        |          |          |          |           |      |               |      |             |
| Coring                       |          |      |        |          |          |          |           |      |               |      |             |
| Excavation                   |          |      |        |          |          |          |           |      |               |      |             |
|                              |          |      |        |          |          |          |           |      |               |      |             |
|                              |          |      |        |          |          |          |           |      |               |      |             |
|                              |          |      |        |          |          |          |           |      |               |      |             |
|                              |          |      |        |          |          |          |           |      |               |      |             |
|                              |          |      |        |          |          |          |           |      |               |      |             |
|                              |          |      |        |          |          |          |           |      |               |      |             |
| SUBTOTAL                     |          |      | LABOR  | 6,450.00 | MATER'L  | 4,310.00 | EQUIP     |      | SUB           |      | \$10,760.00 |



# Work Change Directive

## No. 1

Date of Issuance: January 21, 2022

Effective Date: January 21, 2022

|                            |                         |                       |
|----------------------------|-------------------------|-----------------------|
| Project:                   | Owner:                  | Owner's Contract No.: |
| ST. VRAIN WTP PUMP STATION | TOWN OF FIRESTONE       | W2020.9524.02         |
| Contract:                  | Date of Contract:       |                       |
|                            | MAY 26, 2021            |                       |
| Contractor:                | Engineer's Project No.: |                       |
| INTEGRATED WATER SERVICES  | 227704136               |                       |

You are directed to proceed promptly with the following change(s):

| Item No. | Description                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------------------|
| 42       | 1" PVC Conduit, QTY = 530 LF, Conduit and wire to be installed by contractor. Wire connections to be installed by others.      |
| 43       | Electric Cable, QTY = 300 LF, Conduit and wire to be installed by contractor. Wire connections to be installed by others.      |
| 44       | Communications Wire, QTY = 300 LF, Conduit and wire to be installed by contractor. Wire connections to be installed by others. |
|          |                                                                                                                                |
|          | NOTE: Conduit shall be terminated in the Master Meter Manhole and the V-3 telemetry panel.                                     |
|          |                                                                                                                                |

Attachments (list documents supporting change):

Trench Detail, Plan View of route for conduit.

Purpose for Work Change Directive:

- ☒ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- ☐ Nonagreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

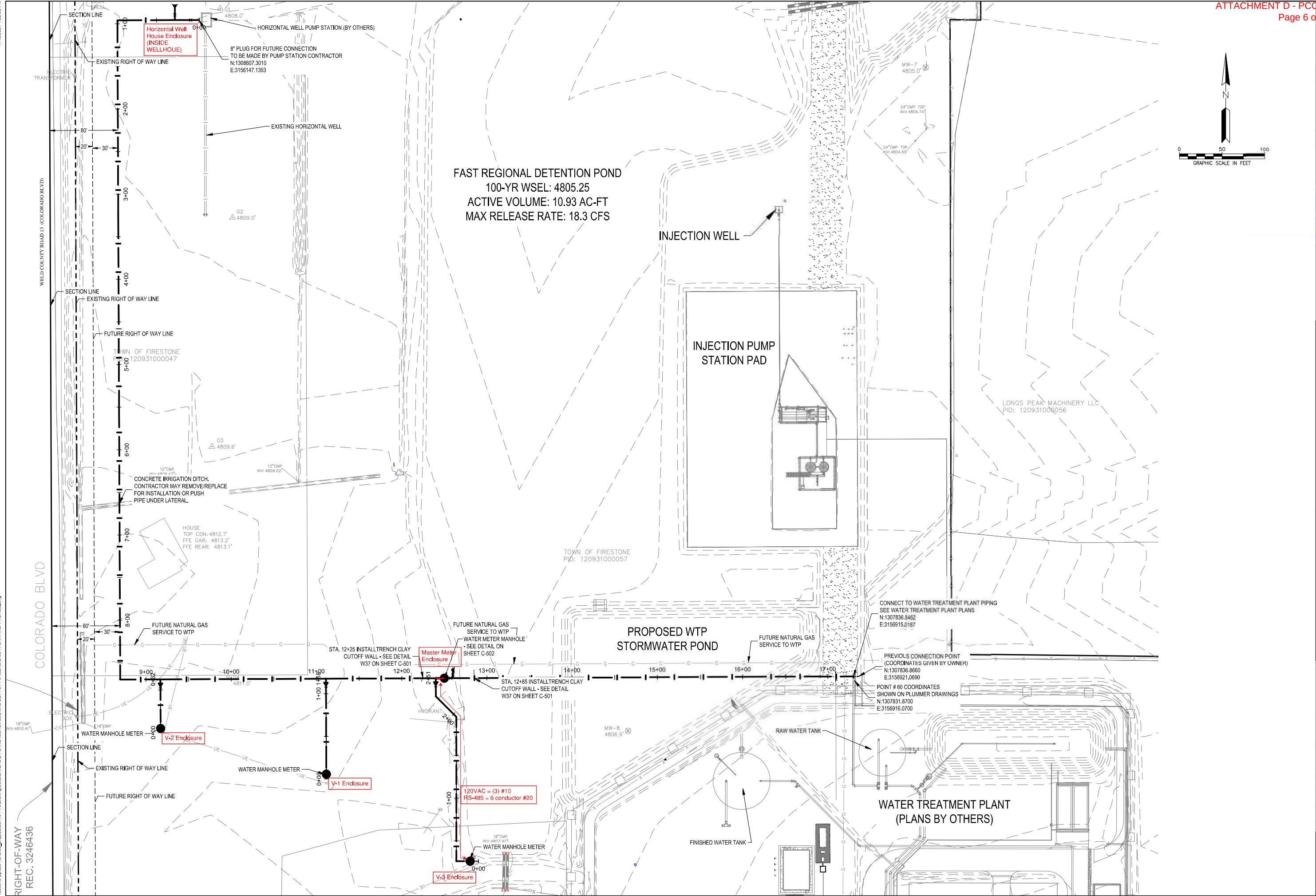
Contract Price \$ To be provided by Contractor (increase/decrease) Contract Time N/A (increase/decrease) days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

|                                                         |                   |
|---------------------------------------------------------|-------------------|
| Recommended for Approval by Engineer:<br>Wiggins, David | Date<br>1/21/2022 |
| Authorized for Owner by:                                | Date              |
| Accepted for Contractor by:                             | Date              |
| Approved by Funding Agency (if applicable):             | Date:             |

11/12/2021 1:59:05 PM

\\na024p-hs01\shared\_projects\227701477\dwg\DESIGN\CADD\PLANS\SHEETS\ALL\UTIL SUPPLY\PIPELINE\C-201 PLAN AND PROFILE.dwg



ATTACHMENT D - PCO #5  
Page 6 of 15

**WENCK**  
now part of  
**Stantec**  
3325 S. TIMBERLINE RD, 2ND FLOOR  
FORT COLLINS, CO 80525  
PHONE: 970-223-4705  
FAX: 970-223-4706  
WWW.WENCK.COM

PRIMARY CONSULTANT:  
**acuity, llc**

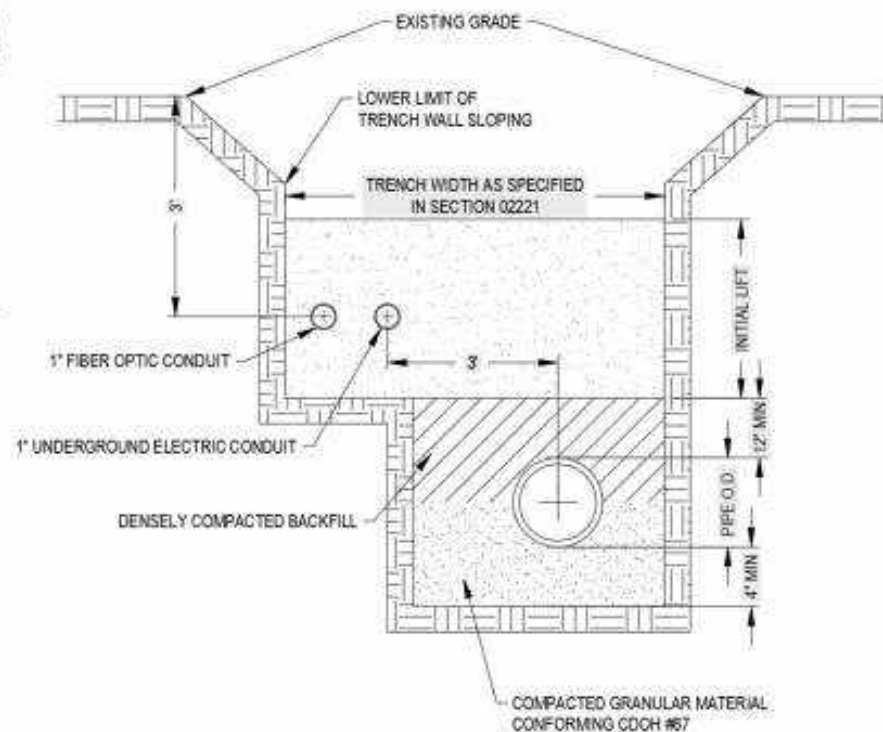
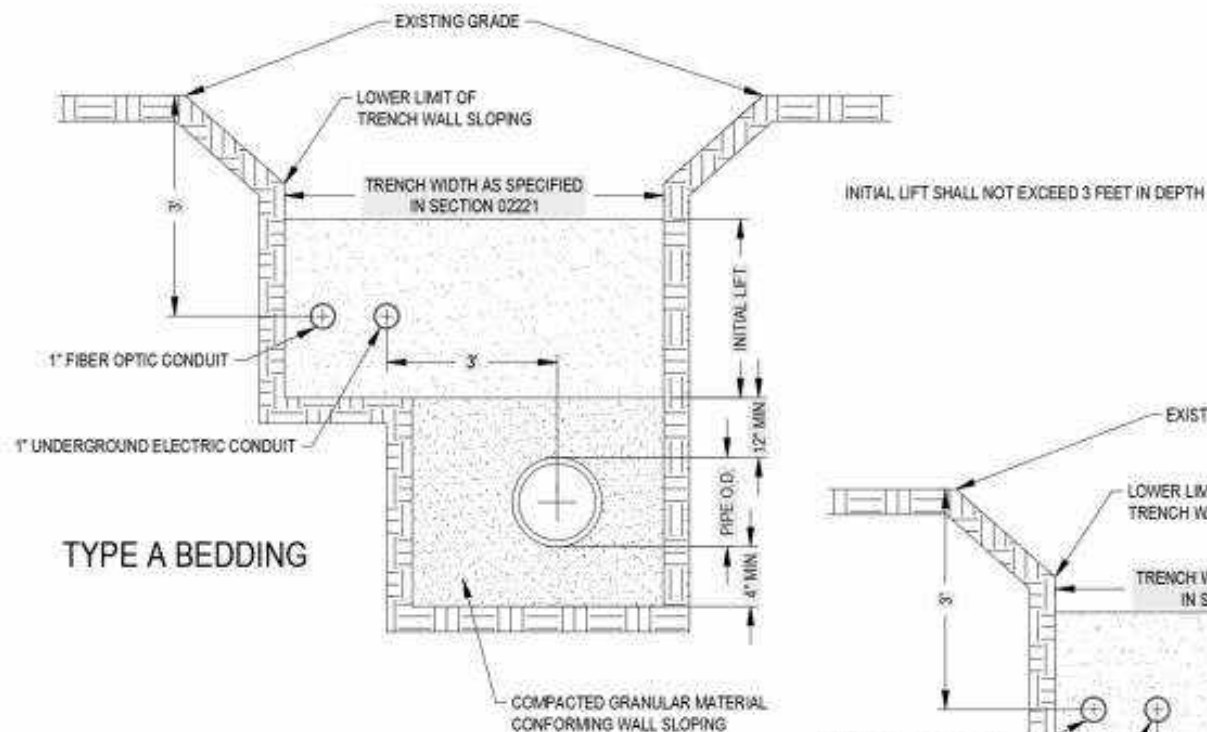
CLIENT:  
**FIRESTONE**

PROJECT TITLE:  
**FAST ALLUVIAL PIPELINE  
INFRASTRUCTURE PROJECT**  
TOWN OF FIRESTONE  
WELD COUNTY, COLORADO

| DATE       | DESCRIPTION        | ISSUE NO. |
|------------|--------------------|-----------|
| 11/03/2021 | PRELIMINARY DESIGN | 1         |
| 11/10/2021 | FINAL DESIGN       | 2         |

CERTIFICATION:  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF COLORADO.

|                      |           |            |  |
|----------------------|-----------|------------|--|
| PROJECT NO:          |           | 227701472  |  |
| DWN BY:              | CHK'D BY: | APP'D BY:  |  |
| SAG                  | KO        | PAKM       |  |
| ISSUE DATE:          |           | 11/10/2021 |  |
| ISSUE NO.:           |           | 1          |  |
| SHEET TITLE:         |           |            |  |
| OVERALL UTILITY PLAN |           |            |  |
| SHEET NO.:           |           |            |  |
| C-201                |           |            |  |





# RS-232/422 and RS-485 Data Cables

## Industrial Use Data Cables

Electrically radiated noise frequently present in factory floor environments can interfere with device-to-device communication circuits, causing delayed signals or data loss. One important factor in establishing a good, reliable communication circuit is cable selection. AutomationDirect offers high quality, low-capacitance data cables designed with impedances specific for RS-232/422 and RS-485 communication applications in industrial environments. The 24AWG tinned copper conductors are twisted pairs to reduce electrical noise sensitivity and are available in one, two, or three-pair color coded constructions. The polyethylene conductor insulation provides a very high insulation resistance with a low, stable dielectric constant resulting in lower capacitance and excellent velocity of propagation for superior signal transmission.

To protect from radiated or conducted electromagnetic interference (EMI), our data cables have combination shields consisting of an overall foil shield layer with drain wire and a woven braid shield layer. The overall foil shield has 100% cable coverage for excellent protection against higher frequency noise. A drain wire is provided to easily terminate and ground the foil shield. A second shield layer consists of a woven braid that is ideal for minimizing low frequency interference while providing superior structural integrity to the overall cable. Our combination foil/braid shielded cables offer maximum shield effectiveness across the frequency spectrum compared to other single layer shielded cables. The rugged gray PVC jacket is durable enough for use in demanding industrial applications.

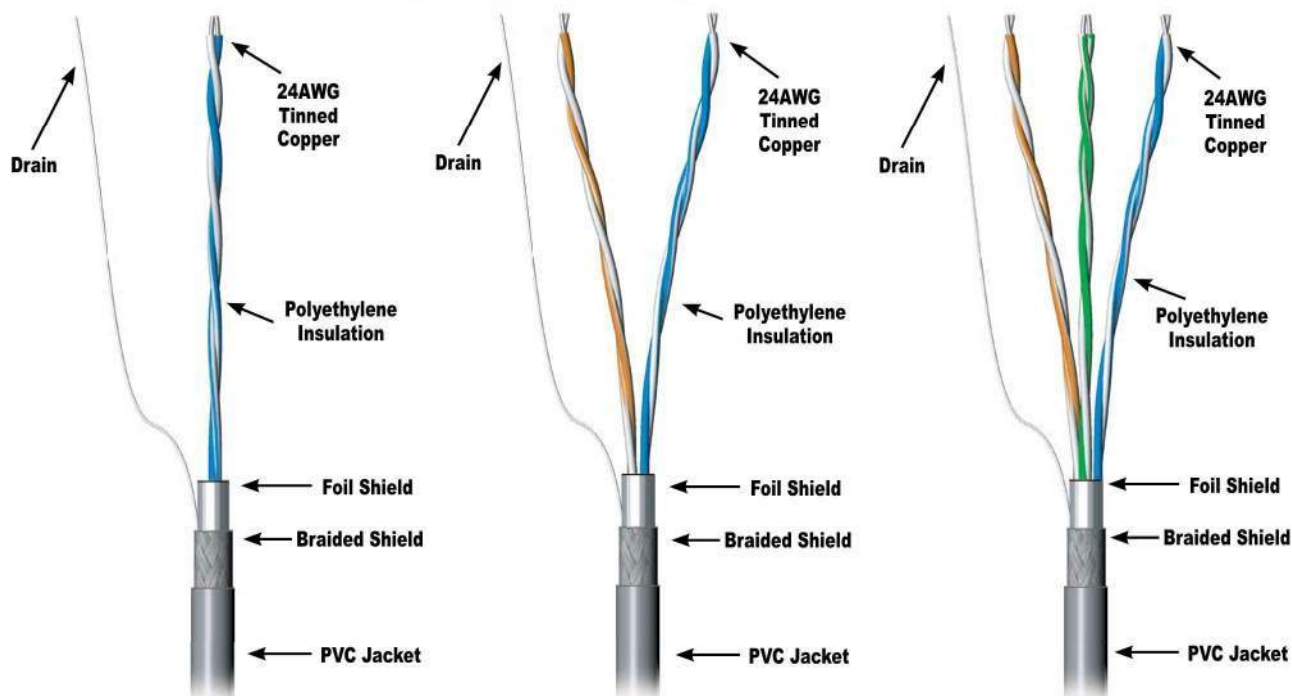


## Features

- Low capacitance data cables for RS-232, RS-422, and RS-485 applications in industrial environments
- Color coded 24AWG tinned copper twisted pair conductors to reduce electrical noise sensitivity
- Polyethylene insulation provides a very high insulation resistance with a low, stable dielectric constant
- Combination overall foil shield with tinned copper drain wire plus tinned copper braid shield maximizes shielding effectiveness compared to single layer shielded cables
- Rugged gray PVC jacket provides durability in demanding installations
- UL CM/CL2 or AWM Style 2919
- Cut to length in 1 foot increments
- Low 20 foot minimum length



Click on the above thumbnail or go to <https://www.automationdirect.com/VID-WD-0016> for a short introduction on our cut to length cable





# RS-485 Data Cable Specifications

| RS-485 Data Cables             |               |                                                                                                                                           |                                                                                                                                            |                                                                                                                                            |
|--------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|                                |               | <b>L19827 Series</b>                                                                                                                      | <b>L19954 Series</b>                                                                                                                       | <b>L19773 Series</b>                                                                                                                       |
| <b>Construction</b>            |               | 24AWG 7-strand tinned copper; 1 twisted pair; overall foil and tinned copper braid shielding; PVC jacket. AWM Style 2919; EIA-485; CM/CL2 | 24AWG 7-strand tinned copper; 2 twisted pairs; overall foil and tinned copper braid shielding; PVC jacket. AWM Style 2919; EIA-485; CM/CL2 | 24AWG 7-strand tinned copper; 3 twisted pairs; overall foil and tinned copper braid shielding; PVC jacket. AWM Style 2919; EIA-485; CM/CL2 |
| <b>Insulation</b>              |               | Polyethylene                                                                                                                              | Polyethylene                                                                                                                               | Polyethylene                                                                                                                               |
| <b>Color Code</b>              | <b>Pair 1</b> | White/Blue Line & Blue/White Line                                                                                                         | White/Blue Line & Blue/White Line                                                                                                          | White/Blue Line & Blue/White Line                                                                                                          |
|                                | <b>Pair 2</b> | N/A                                                                                                                                       | White/Orange Line & Orange/White Line                                                                                                      | White/Orange Line & Orange/White Line                                                                                                      |
|                                | <b>Pair 3</b> | N/A                                                                                                                                       | N/A                                                                                                                                        | White/Green Line & Green/White Line                                                                                                        |
| <b>Assembly</b>                |               | 1 Twisted pair, overall shield                                                                                                            | 2 Twisted pairs cabled; overall foil tape shield and 95% Tc braid, jacketed                                                                | 3 Twisted pairs cabled; overall foil tape shield and 95% Tc braid, jacketed                                                                |
| <b>Pair Twist</b>              |               | 2.8" Lay (4.3 Twists per foot)                                                                                                            | 1" Lay (12 twists/foot)/cabling 2.5" lay (4.8 twists/foot)                                                                                 | 1" Lay (12 twists/foot)/cabling 2.5" lay (4.8 twists/foot)                                                                                 |
| <b>Shield/Drain</b>            |               | Overall foil shield & 24 AWG strand tinned copper drain wire, plus 95% tinned copper braid                                                | Overall foil shield & 24 AWG strand tinned copper drain wire, plus 95% tinned copper braid                                                 | Overall foil shield & 24 AWG strand tinned copper drain wire, plus 95% tinned copper braid                                                 |
| <b>Jacket</b>                  |               | Chrome Gray PVC                                                                                                                           | Chrome Gray PVC                                                                                                                            | Gray PVC                                                                                                                                   |
| <b>Diameter</b>                |               | 0.236" Nominal                                                                                                                            | 0.353" Nominal                                                                                                                             | 0.380" Nominal                                                                                                                             |
| <b>Minimum Bend Radius</b>     |               | 2.5" (Install)                                                                                                                            | 3.6" (Install)                                                                                                                             | 3.8" (Install)                                                                                                                             |
| <b>Cable Weight</b>            |               | 34.4 lb/1000' Approx.                                                                                                                     | 57.9 lb/1000' Approx.                                                                                                                      | 64.6 lb/1000' Approx.                                                                                                                      |
| <b>Impedance</b>               |               | 120Ω                                                                                                                                      | 120Ω                                                                                                                                       | 120Ω                                                                                                                                       |
| <b>Capacitance</b>             |               | 12.8 pF/ft Nom.                                                                                                                           | 12.8 pF/ft Nom.                                                                                                                            | 12.8 pF/ft Nom.                                                                                                                            |
| <b>Resistance</b>              |               | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                                                    | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                                                     | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                                                     |
| <b>Attenuation</b>             |               | 0.6 dB/100 ft @ 1 MHz (Nominal)                                                                                                           | 0.6 dB/100 ft @ 1 MHz (Nominal)                                                                                                            | 0.6 dB/100 ft @ 1 MHz (Nominal)                                                                                                            |
| <b>Velocity of Propagation</b> |               | 66.2%                                                                                                                                     | 66.2%                                                                                                                                      | 66.2%                                                                                                                                      |
| <b>Max. Current</b>            |               | 2.1 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                                                | 2.1 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                                                 | 1.54 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                                                |
| <b>Temp/Voltage</b>            |               | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                                                  | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                                                   | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                                                   |
| <b>Temp Range</b>              |               | -20°C to 80°C (-4°F to 176°F)                                                                                                             | -20°C to 80°C (-4°F to 176°F)                                                                                                              | -20°C to 80°C (-4°F to 176°F)                                                                                                              |
| <b>Plenum</b>                  |               | No                                                                                                                                        | No                                                                                                                                         | No                                                                                                                                         |
| <b>Minimum Cut Length*</b>     |               | 20 feet                                                                                                                                   | 20 feet                                                                                                                                    | 20 feet                                                                                                                                    |
| <b>UL Classification</b>       |               | CM/CL2 or AWM Style 2919                                                                                                                  | CM/CL2 or AWM Style 2919                                                                                                                   | CM/CL2 or AWM Style 2919                                                                                                                   |
| <b>Agency Approvals</b>        |               | UL (E118871), RoHS & REACH Compliant                                                                                                      | UL (E118871), RoHS & REACH Compliant                                                                                                       | UL (E118871), RoHS & REACH Compliant                                                                                                       |

\* See web store for maximum cut lengths

## Illustration Examples



Single Twisted Pair



2 Twisted Pairs



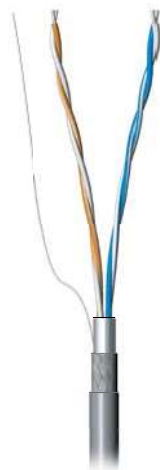
3 Twisted Pairs

# RS-232/422 Data Cable Specifications

| RS-232/422 Data Cables         |               |                                                                                                                    |
|--------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------|
|                                |               |                                                                                                                    |
|                                |               | <b>L19772 Series</b>                                                                                               |
|                                |               | <b>L19853 Series</b>                                                                                               |
| <b>Construction</b>            |               | 24AWG 7-strand tinned copper; 2 twisted pairs; cabled; overall foil and 65% tinned copper braid shield, PVC jacket |
| <b>Insulation</b>              |               | Foam polyethylene                                                                                                  |
| <b>Color Code</b>              | <b>Pair 1</b> | White/Blue Line & Blue/White Line                                                                                  |
|                                | <b>Pair 2</b> | White/Orange Line & Orange/White Line                                                                              |
|                                | <b>Pair 3</b> | N/A                                                                                                                |
| <b>Assembly</b>                |               | 2 Twisted pairs cabled; overall foil tape shield and 65% tinned copper braid, jacketed                             |
| <b>Pair Twist</b>              |               | 1" Lay (12 twists/foot)/cabling 2.0" lay (6 twists/foot)                                                           |
| <b>Shield/Drain</b>            |               | Overall foil shield & 24 AWG strand tinned copper drain wire plus 65% tinned copper braid                          |
| <b>Jacket</b>                  |               | Gray PVC                                                                                                           |
| <b>Diameter</b>                |               | 0.266" Nominal                                                                                                     |
| <b>Min. Bend</b>               |               | 2.75" (Install)                                                                                                    |
| <b>Cable Wt</b>                |               | 34.2 lb/1000' Approx.                                                                                              |
| <b>Impedance</b>               |               | 100Ω                                                                                                               |
| <b>Capacitance</b>             |               | 12.5 pF/ft Nom.                                                                                                    |
| <b>Resistance</b>              |               | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                             |
| <b>Attenuation</b>             |               | 0.6 dB/100 ft @ 1 MHz                                                                                              |
| <b>Velocity of Propagation</b> |               | 79.1%                                                                                                              |
| <b>Max. Current</b>            |               | 1.5 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                         |
| <b>Temp/Voltage</b>            |               | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                           |
| <b>Temp Range</b>              |               | -20°C to 80°C (-4°F to 176°F)                                                                                      |
| <b>Plenum</b>                  |               | No                                                                                                                 |
| <b>Minimum Cut Length*</b>     |               | 20 feet                                                                                                            |
| <b>UL Classification</b>       |               | CM/CL2 or AWM Style 2919                                                                                           |
| <b>Agency Approvals</b>        |               | UL (E118871), RoHS & REACH Compliant                                                                               |

\* See web store for maximum cut lengths

## Illustration Examples



**2 Twisted Pairs**



**3 Twisted Pairs**

# RS-232/422 and RS-485 Data Cables Selection

| Data Cables     |                 |                     |              |                                                                                                                                              |                                                                                                                                                                                                                                                                                                                 |                            |                |
|-----------------|-----------------|---------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------|
| Part Number     | Wiring Standard | Minimum Cut Length* | No. of Pairs | Pair Colors                                                                                                                                  | Description                                                                                                                                                                                                                                                                                                     | Approximate Weight (lb/ft) | Price per foot |
| <b>L19827-1</b> | RS-485          | 20ft (6.10 m)       | 1            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - N/A<br>Pair 3 - N/A                                                                   | RS-485 cable, multi-conductor low capacitance, 120Ω impedance data cable, 1 twisted pair, 24 AWG conductors with polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919              | 0.04                       | \$0.42         |
| <b>L19954-1</b> | RS-485          | 20ft (6.10 m)       | 2            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - N/A                                 | RS-485 cable, multi-conductor low capacitance, 120Ω impedance data cable, 2 twisted pairs, 24 AWG conductors with polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919             | 0.07                       | \$0.65         |
| <b>L19773-1</b> | RS-485          | 20ft (6.10 m)       | 3            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - White/Green Line & Green/White Line | RS-485 cable, multi-conductor low capacitance, 120Ω impedance data cable, 3 twisted pairs, 24 AWG conductors with polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919             | 0.06                       | \$1.84         |
| <b>L19772-1</b> | RS-232 & RS-422 | 20ft (6.10 m)       | 2            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - N/A                                 | RS-422/RS-232 cable, multi-conductor low capacitance, 100Ω impedance data cable, 2 twisted pairs, 24 AWG conductors with foam polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919 | 0.04                       | \$0.41         |
| <b>L19853-1</b> | RS-232 & RS-422 | 20ft (6.10 m)       | 3            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - White/Green Line & Green/White Line | RS-422/RS-232 cable, multi-conductor low capacitance, 100Ω impedance data cable, 3 twisted pairs, 24 AWG conductors with foam polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919 | 0.04                       | \$0.52         |

\* See web store for maximum cut lengths

| Data Cables Cross Reference |              |                    |                    |                     |             |             |
|-----------------------------|--------------|--------------------|--------------------|---------------------|-------------|-------------|
| ADC Part #                  | Belden Cable | Alpha Wire & Cable | Carol Wire & Cable | Allied Wire & Cable | Provo Cable | Delco Cable |
| <b>L19772-1</b>             | 8102 / 9729  | 6222C              | C0515A             | 1030                | 5402        | 30702       |
| <b>L19853-1</b>             | 8103         | 6223C              | C0516A             | 1032                | 5403        | 30702       |
| <b>L19827-1</b>             | 9841         | 6412               | C0841A             | 9682                | 5401        | 43901       |
| <b>L19954-1</b>             | 9842         | 6413               | C0842A             | 9684                | 5402        | 43902       |
| <b>L19773-1</b>             | 9843         | 6414               | C0843A             | 9686                | 5404        | 43903       |



Please Note: Our prices on Data Cable are closely tied to the market price for copper. This allows us to offer the best savings possible if conditions are favorable; however, it also means that our prices may increase if market conditions warrant.

# RS-232/422 and RS-485 Data Cables

## Industrial Use Data Cables

Electrically radiated noise frequently present in factory floor environments can interfere with device-to-device communication circuits, causing delayed signals or data loss. One important factor in establishing a good, reliable communication circuit is cable selection. AutomationDirect offers high quality, low-capacitance data cables designed with impedances specific for RS-232/422 and RS-485 communication applications in industrial environments. The 24AWG tinned copper conductors are twisted pairs to reduce electrical noise sensitivity and are available in one, two, or three-pair color coded constructions. The polyethylene conductor insulation provides a very high insulation resistance with a low, stable dielectric constant resulting in lower capacitance and excellent velocity of propagation for superior signal transmission.

To protect from radiated or conducted electromagnetic interference (EMI), our data cables have combination shields consisting of an overall foil shield layer with drain wire and a woven braid shield layer. The overall foil shield has 100% cable coverage for excellent protection against higher frequency noise. A drain wire is provided to easily terminate and ground the foil shield. A second shield layer consists of a woven braid that is ideal for minimizing low frequency interference while providing superior structural integrity to the overall cable. Our combination foil/braid shielded cables offer maximum shield effectiveness across the frequency spectrum compared to other single layer shielded cables. The rugged gray PVC jacket is durable enough for use in demanding industrial applications.

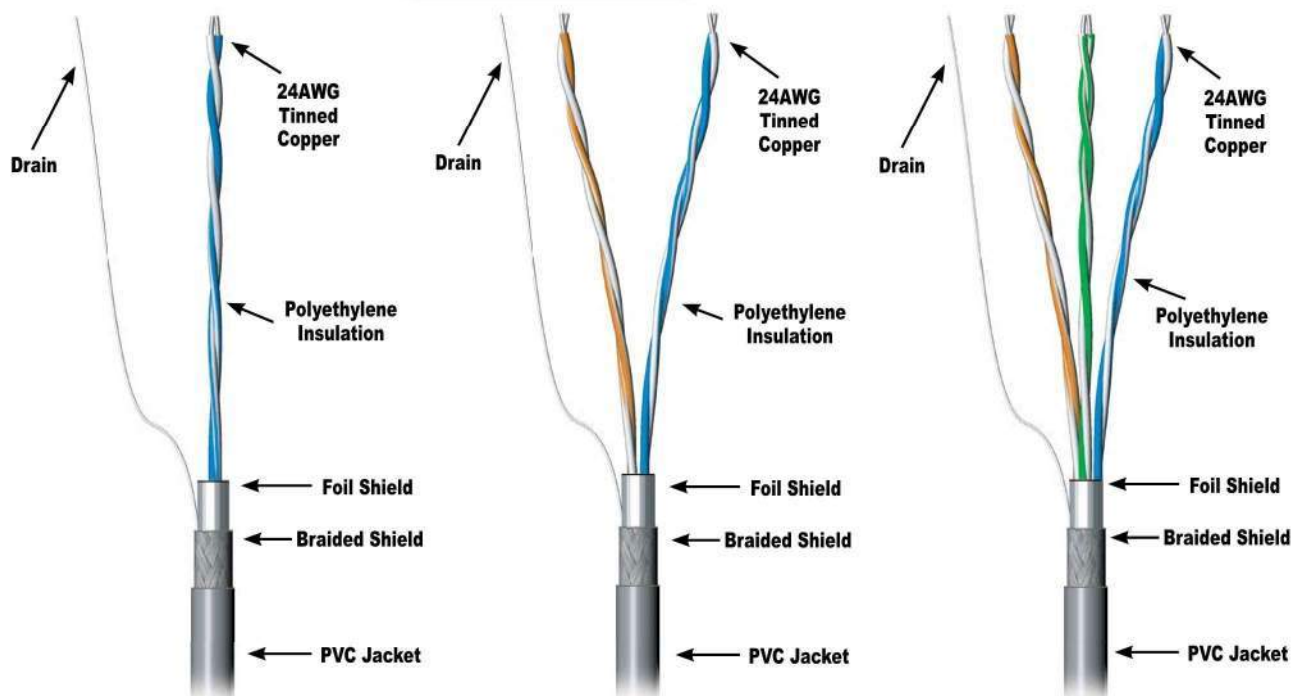


## Features

- Low capacitance data cables for RS-232, RS-422, and RS-485 applications in industrial environments
- Color coded 24AWG tinned copper twisted pair conductors to reduce electrical noise sensitivity
- Polyethylene insulation provides a very high insulation resistance with a low, stable dielectric constant
- Combination overall foil shield with tinned copper drain wire plus tinned copper braid shield maximizes shielding effectiveness compared to single layer shielded cables
- Rugged gray PVC jacket provides durability in demanding installations
- UL CM/CL2 or AWM Style 2919
- Cut to length in 1 foot increments
- Low 20 foot minimum length



Click on the above thumbnail or go to <https://www.automationdirect.com/VID-WD-0016> for a short introduction on our cut to length cable





# RS-485 Data Cable Specifications

| RS-485 Data Cables             |               |                                                                                                                                           |                                                                                                                                            |                                                                                                                                            |
|--------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|                                |               | <b>L19827 Series</b>                                                                                                                      | <b>L19954 Series</b>                                                                                                                       | <b>L19773 Series</b>                                                                                                                       |
| <b>Construction</b>            |               | 24AWG 7-strand tinned copper; 1 twisted pair; overall foil and tinned copper braid shielding; PVC jacket. AWM Style 2919; EIA-485; CM/CL2 | 24AWG 7-strand tinned copper; 2 twisted pairs; overall foil and tinned copper braid shielding; PVC jacket. AWM Style 2919; EIA-485; CM/CL2 | 24AWG 7-strand tinned copper; 3 twisted pairs; overall foil and tinned copper braid shielding; PVC jacket. AWM Style 2919; EIA-485; CM/CL2 |
| <b>Insulation</b>              |               | Polyethylene                                                                                                                              | Polyethylene                                                                                                                               | Polyethylene                                                                                                                               |
| <b>Color Code</b>              | <b>Pair 1</b> | White/Blue Line & Blue/White Line                                                                                                         | White/Blue Line & Blue/White Line                                                                                                          | White/Blue Line & Blue/White Line                                                                                                          |
|                                | <b>Pair 2</b> | N/A                                                                                                                                       | White/Orange Line & Orange/White Line                                                                                                      | White/Orange Line & Orange/White Line                                                                                                      |
|                                | <b>Pair 3</b> | N/A                                                                                                                                       | N/A                                                                                                                                        | White/Green Line & Green/White Line                                                                                                        |
| <b>Assembly</b>                |               | 1 Twisted pair, overall shield                                                                                                            | 2 Twisted pairs cabled; overall foil tape shield and 95% Tc braid, jacketed                                                                | 3 Twisted pairs cabled; overall foil tape shield and 95% Tc braid, jacketed                                                                |
| <b>Pair Twist</b>              |               | 2.8" Lay (4.3 Twists per foot)                                                                                                            | 1" Lay (12 twists/foot)/cabling 2.5" lay (4.8 twists/foot)                                                                                 | 1" Lay (12 twists/foot)/cabling 2.5" lay (4.8 twists/foot)                                                                                 |
| <b>Shield/Drain</b>            |               | Overall foil shield & 24 AWG strand tinned copper drain wire, plus 95% tinned copper braid                                                | Overall foil shield & 24 AWG strand tinned copper drain wire, plus 95% tinned copper braid                                                 | Overall foil shield & 24 AWG strand tinned copper drain wire, plus 95% tinned copper braid                                                 |
| <b>Jacket</b>                  |               | Chrome Gray PVC                                                                                                                           | Chrome Gray PVC                                                                                                                            | Gray PVC                                                                                                                                   |
| <b>Diameter</b>                |               | 0.236" Nominal                                                                                                                            | 0.353" Nominal                                                                                                                             | 0.380" Nominal                                                                                                                             |
| <b>Minimum Bend Radius</b>     |               | 2.5" (Install)                                                                                                                            | 3.6" (Install)                                                                                                                             | 3.8" (Install)                                                                                                                             |
| <b>Cable Weight</b>            |               | 34.4 lb/1000' Approx.                                                                                                                     | 57.9 lb/1000' Approx.                                                                                                                      | 64.6 lb/1000' Approx.                                                                                                                      |
| <b>Impedance</b>               |               | 120Ω                                                                                                                                      | 120Ω                                                                                                                                       | 120Ω                                                                                                                                       |
| <b>Capacitance</b>             |               | 12.8 pF/ft Nom.                                                                                                                           | 12.8 pF/ft Nom.                                                                                                                            | 12.8 pF/ft Nom.                                                                                                                            |
| <b>Resistance</b>              |               | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                                                    | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                                                     | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                                                     |
| <b>Attenuation</b>             |               | 0.6 dB/100 ft @ 1 MHz (Nominal)                                                                                                           | 0.6 dB/100 ft @ 1 MHz (Nominal)                                                                                                            | 0.6 dB/100 ft @ 1 MHz (Nominal)                                                                                                            |
| <b>Velocity of Propagation</b> |               | 66.2%                                                                                                                                     | 66.2%                                                                                                                                      | 66.2%                                                                                                                                      |
| <b>Max. Current</b>            |               | 2.1 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                                                | 2.1 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                                                 | 1.54 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                                                |
| <b>Temp/Voltage</b>            |               | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                                                  | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                                                   | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                                                   |
| <b>Temp Range</b>              |               | -20°C to 80°C (-4°F to 176°F)                                                                                                             | -20°C to 80°C (-4°F to 176°F)                                                                                                              | -20°C to 80°C (-4°F to 176°F)                                                                                                              |
| <b>Plenum</b>                  |               | No                                                                                                                                        | No                                                                                                                                         | No                                                                                                                                         |
| <b>Minimum Cut Length*</b>     |               | 20 feet                                                                                                                                   | 20 feet                                                                                                                                    | 20 feet                                                                                                                                    |
| <b>UL Classification</b>       |               | CM/CL2 or AWM Style 2919                                                                                                                  | CM/CL2 or AWM Style 2919                                                                                                                   | CM/CL2 or AWM Style 2919                                                                                                                   |
| <b>Agency Approvals</b>        |               | UL (E118871), RoHS & REACH Compliant                                                                                                      | UL (E118871), RoHS & REACH Compliant                                                                                                       | UL (E118871), RoHS & REACH Compliant                                                                                                       |

\* See web store for maximum cut lengths

## Illustration Examples



Single Twisted Pair



2 Twisted Pairs



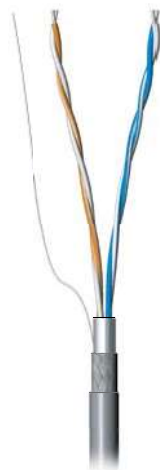
3 Twisted Pairs

# RS-232/422 Data Cable Specifications

| RS-232/422 Data Cables         |               |                                                                                                                    |
|--------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------|
|                                |               |                                                                                                                    |
|                                |               | <b>L19772 Series</b>                                                                                               |
|                                |               | <b>L19853 Series</b>                                                                                               |
| <b>Construction</b>            |               | 24AWG 7-strand tinned copper; 2 twisted pairs; cabled; overall foil and 65% tinned copper braid shield, PVC jacket |
| <b>Insulation</b>              |               | Foam polyethylene                                                                                                  |
| <b>Color Code</b>              | <b>Pair 1</b> | White/Blue Line & Blue/White Line                                                                                  |
|                                | <b>Pair 2</b> | White/Orange Line & Orange/White Line                                                                              |
|                                | <b>Pair 3</b> | N/A                                                                                                                |
| <b>Assembly</b>                |               | 2 Twisted pairs cabled; overall foil tape shield and 65% tinned copper braid, jacketed                             |
| <b>Pair Twist</b>              |               | 1" Lay (12 twists/foot)/cabling 2.0" lay (6 twists/foot)                                                           |
| <b>Shield/Drain</b>            |               | Overall foil shield & 24 AWG strand tinned copper drain wire plus 65% tinned copper braid                          |
| <b>Jacket</b>                  |               | Gray PVC                                                                                                           |
| <b>Diameter</b>                |               | 0.266" Nominal                                                                                                     |
| <b>Min. Bend</b>               |               | 2.75" (Install)                                                                                                    |
| <b>Cable Wt</b>                |               | 34.2 lb/1000' Approx.                                                                                              |
| <b>Impedance</b>               |               | 100Ω                                                                                                               |
| <b>Capacitance</b>             |               | 12.5 pF/ft Nom.                                                                                                    |
| <b>Resistance</b>              |               | 27.2Ω DC per 1000 ft @ 20°C (68°F) max                                                                             |
| <b>Attenuation</b>             |               | 0.6 dB/100 ft @ 1 MHz                                                                                              |
| <b>Velocity of Propagation</b> |               | 79.1%                                                                                                              |
| <b>Max. Current</b>            |               | 1.5 Amps per conductor @ 25°C (77°F) (Maximum recommended)                                                         |
| <b>Temp/Voltage</b>            |               | 80°C (176°F)/30V (AWM 2919) or 60°C (140°F)/300V (UL CM)                                                           |
| <b>Temp Range</b>              |               | -20°C to 80°C (-4°F to 176°F)                                                                                      |
| <b>Plenum</b>                  |               | No                                                                                                                 |
| <b>Minimum Cut Length*</b>     |               | 20 feet                                                                                                            |
| <b>UL Classification</b>       |               | CM/CL2 or AWM Style 2919                                                                                           |
| <b>Agency Approvals</b>        |               | UL (E118871), RoHS & REACH Compliant                                                                               |

\* See web store for maximum cut lengths

## Illustration Examples



**2 Twisted Pairs**



**3 Twisted Pairs**

# RS-232/422 and RS-485 Data Cables Selection

| Data Cables     |                 |                     |              |                                                                                                                                              |                                                                                                                                                                                                                                                                                                                 |                            |                |
|-----------------|-----------------|---------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------|
| Part Number     | Wiring Standard | Minimum Cut Length* | No. of Pairs | Pair Colors                                                                                                                                  | Description                                                                                                                                                                                                                                                                                                     | Approximate Weight (lb/ft) | Price per foot |
| <b>L19827-1</b> | RS-485          | 20ft (6.10 m)       | 1            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - N/A<br>Pair 3 - N/A                                                                   | RS-485 cable, multi-conductor low capacitance, 120Ω impedance data cable, 1 twisted pair, 24 AWG conductors with polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919              | 0.04                       | \$0.42         |
| <b>L19954-1</b> | RS-485          | 20ft (6.10 m)       | 2            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - N/A                                 | RS-485 cable, multi-conductor low capacitance, 120Ω impedance data cable, 2 twisted pairs, 24 AWG conductors with polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919             | 0.07                       | \$0.65         |
| <b>L19773-1</b> | RS-485          | 20ft (6.10 m)       | 3            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - White/Green Line & Green/White Line | RS-485 cable, multi-conductor low capacitance, 120Ω impedance data cable, 3 twisted pairs, 24 AWG conductors with polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919             | 0.06                       | \$1.84         |
| <b>L19772-1</b> | RS-232 & RS-422 | 20ft (6.10 m)       | 2            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - N/A                                 | RS-422/RS-232 cable, multi-conductor low capacitance, 100Ω impedance data cable, 2 twisted pairs, 24 AWG conductors with foam polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919 | 0.04                       | \$0.41         |
| <b>L19853-1</b> | RS-232 & RS-422 | 20ft (6.10 m)       | 3            | Pair 1 - White/Blue Line & Blue/White Line<br>Pair 2 - White/Orange Line & Orange/White Line<br>Pair 3 - White/Green Line & Green/White Line | RS-422/RS-232 cable, multi-conductor low capacitance, 100Ω impedance data cable, 3 twisted pairs, 24 AWG conductors with foam polyethylene insulation, overall foil shield and tinned copper braid shield with 24 AWG tinned copper drain wire, chrome gray PVC jacket, UL cable type CM/CL2 and AWM style 2919 | 0.04                       | \$0.52         |

\* See web store for maximum cut lengths

| Data Cables Cross Reference |              |                    |                    |                     |             |             |
|-----------------------------|--------------|--------------------|--------------------|---------------------|-------------|-------------|
| ADC Part #                  | Belden Cable | Alpha Wire & Cable | Carol Wire & Cable | Allied Wire & Cable | Provo Cable | Delco Cable |
| <b>L19772-1</b>             | 8102 / 9729  | 6222C              | C0515A             | 1030                | 5402        | 30702       |
| <b>L19853-1</b>             | 8103         | 6223C              | C0516A             | 1032                | 5403        | 30702       |
| <b>L19827-1</b>             | 9841         | 6412               | C0841A             | 9682                | 5401        | 43901       |
| <b>L19954-1</b>             | 9842         | 6413               | C0842A             | 9684                | 5402        | 43902       |
| <b>L19773-1</b>             | 9843         | 6414               | C0843A             | 9686                | 5404        | 43903       |



Please Note: Our prices on Data Cable are closely tied to the market price for copper. This allows us to offer the best savings possible if conditions are favorable; however, it also means that our prices may increase if market conditions warrant.



May 4, 2022

Mr. David Lindsay

Colorado Civil Group, Inc

Re: St. Vrain Water Treatment Plant Pump Station

**Painting of Pump Station Exterior**

**Project #497**

PCO #6 Painting of Pump Station Exterior

Dear David Lindsay

Upon review of contract drawings and specifications there was no requirement identified for the painting of the exterior components of the pump station building. IWS is presenting proposed change order #6 for provide a proposal to coat pump station exterior walls and along with doors, gutters and shingle metals. The scope of each change item attached is hereby limited tot he scope of work and terms & conditions of the proposal presented in this Change Request respective to each change item referenced.

*This change will result in a add to the Contract of \$5,217 and an increase in contract duration of 3 calendar days from the date of approval to deliver the materials to the site and perform the work.*

Integrated Water Services has completed the work as discussed with the Owner.  
Should you or the owner have any questions please contact me at your convenience.

Sincerely,

INTEGRATED WATER SERVICES, INC.

Jack E. German

Digitally signed by Jack E. German  
DN: C=US,  
E=jgerman@integratedwaterservices.com,  
O="Integrated Water Services, Inc.", CN=Jack  
E. German  
Date: 2022.05.05 11:54:11-06'00'

Jack E. German

Senior Project Manager

---

4001 North Valley Drive ■ Longmont, CO 80504

P. (719) 331-5133 ■

[jgerman@integratedwaterservices.com](mailto:jgerman@integratedwaterservices.com)





ATTACHMENT E - PCO #6  
Page 2 of 5

| ITEM NO.                                                                                              | QTY | UNIT | LABOR     |            | NON-TAXED MATERIAL |            | TAXED MATERIAL |            | EQUIPMENT |            | SUBCONTRACTOR |            | TOTAL        |            |
|-------------------------------------------------------------------------------------------------------|-----|------|-----------|------------|--------------------|------------|----------------|------------|-----------|------------|---------------|------------|--------------|------------|
|                                                                                                       |     |      | UNIT COST | TOTAL COST | UNIT COST          | TOTAL COST | UNIT COST      | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST     | TOTAL COST | UNIT COST    | TOTAL COST |
| <b>Labor</b><br>Project Manager<br>Superintendent<br><br><b>Subcontractor</b><br>Painting of Exterior | 2   | MH   | 110.00    | 220.00     |                    |            |                |            |           |            |               |            | 110.00       | 220.00     |
|                                                                                                       | 2   | MH   | 95.00     | 190.00     |                    |            |                |            |           |            |               |            | 95.00        | 190.00     |
|                                                                                                       | 1   | LS   |           |            |                    |            |                |            |           |            | 1.00          | 4,250.00   | 1.00         | 4,250.00   |
| SUMMARY                                                                                               |     |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| SUBTOTAL - DIRECT COSTS                                                                               |     |      | 410.00    |            |                    |            |                |            |           |            | 4,250.00      |            | 4,660        |            |
| Labor Burden                                                                                          |     |      |           |            |                    |            |                |            |           |            |               |            | 144          |            |
| Tax                                                                                                   |     |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| Small Tools & Consumables                                                                             |     |      |           |            |                    |            |                |            |           |            |               |            | 44           |            |
| Equipment Maintenance / FOG                                                                           |     |      |           |            |                    |            |                |            |           |            |               |            |              |            |
| SUBTOTAL                                                                                              |     |      |           |            |                    |            |                |            |           |            |               |            | 4,848        |            |
| Overhead & Profit - Self Perform (10%)                                                                |     |      |           |            |                    |            |                |            |           |            |               |            | 30           |            |
| Overhead & Profit - Subcontractor (5%)                                                                |     |      |           |            |                    |            |                |            |           |            |               |            | 213          |            |
| SUBTOTAL                                                                                              |     |      |           |            |                    |            |                |            |           |            |               |            | 5,090        |            |
| Bonds (2.5%)                                                                                          |     |      |           |            |                    |            |                |            |           |            |               |            | 127          |            |
| <b>TOTAL COST OF PROPOSAL</b>                                                                         |     |      |           |            |                    |            |                |            |           |            |               |            | <b>5,217</b> |            |



Monday, January 31, 2022

2022-01-21\_6141

Jack German  
**Integrated Water Services**  
4001 North Valley Drive, Longmont, CO 80504

Ph: 719.331.5133  
[JGerman@integratedwaterservices.com](mailto:JGerman@integratedwaterservices.com).

**Re: 212092-COExterior Painting of Pump Station**

Mr. German,

Throughout 40 + years serving your industry and related projects, we are always very flexible to align our scope and level of involvement with your needs and budgets and welcome the opportunity to engage in direct conversation to define a solution to help maximize the success of this initiative.

Coblaco is pleased to submit the following quotation for the above referenced project. Coblaco will supply all equipment, labor, and material to perform the following scopes of work:

**PRIOR TO START OF WORK:**

- Prior to any execution of documents, scheduling and/or mobilization, please sign and return a copy of this quote to [marcie@coblaco.com](mailto:marcie@coblaco.com).
- The Contractor and Coblaco personnel shall conduct a pre-job meeting to discuss safety, schedule, and detailed scope prior to mobilization.
- Prior to start of work, a Contractor Supervisor and Coblaco personnel shall review the JSA and discuss any known or potential hazards related to the work site or specified scope.
- Personnel shall wear all proper PPE required for the specific task performed.

**BID ITEMS:**

| Item | Description                                                                                                                                                                                                                                                                                                         | QTY | Unit Price | Total Price |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 1    | <b>Exterior pump station wall</b> <ul style="list-style-type: none"><li>• Coat exterior pump station walls using Benjamin Moore/Guirys's ultra spec exterior Broken Arrow 1026 flat on trim and fascia.</li><li>• Coat exterior doors, gutters and shingles using Benjamin Moore/Guiry's warm earth 1274.</li></ul> | 1   | \$4,250.00 | \$4,250.00  |

### NOTES AND EXCLUSIONS:

- Original contract notes and exclusions apply.



### TERMS & CONDITIONS:

The quote offered herein for the above-described scope of work supersedes and revokes any and all prior quotes, offers, understandings, or agreements between Buyer and Coblaco Services with respect to such scope of work, and renders all such prior quotes, offers, understandings, or agreements null and void.

Buyer agrees and acknowledges that the quote offered for the above-described scope of work is based solely on the facts and information provided by Buyer to Coblaco Services. By accepting the quote offered for this scope of work, Buyer represents and warrants that Buyer has made a full disclosure of any and all facts, circumstances, and information which may affect the quote offered herein and/or the scope of work. Buyer agrees that, in the event Buyer later expands its work requirements beyond the scope of work described herein, or if Coblaco Services later discovers or encounters information or circumstances not disclosed by Buyer which have the effect of expanding the scope of work, Coblaco Services reserves the right, in its sole discretion, to alter the amounts, terms, and conditions contained in its original quote. Further, Buyer acknowledges that any such increases set forth by Coblaco Services may not be proportionate to the expansion of the scope of work which necessitates such changes. In the event it becomes necessary for Coblaco Services to exercise its right to alter its original quote offered hereunder due to any change to or expansion of the scope of work by Buyer or by the discovery of additional facts or information affecting the scope of work, Coblaco Services shall communicate a revised quote to Buyer which is consistent with the expanded scope of work. Buyer may accept or reject the new quote not later than five (5) business days following the delivery of such revised quote to Buyer. In the event Buyer rejects such revised quote, or fails to accept the revised quote by the deadline described above, Coblaco Services shall, in its sole discretion, elect to either continue the work for Buyer in accordance with the original quote offered and scope of work, or, in the alternative, cease all work. In the event Coblaco Services elects to cease all work, Buyer agrees and acknowledges that Coblaco Services is discharged from any and all obligations to Buyer with respect to the services to be performed in accordance with the original scope of work, and Buyer further agrees to reimburse Coblaco Services for any and all services actually performed and costs actually incurred by Coblaco Services in connection with the original scope of work. Any such reimbursement owed to Coblaco Services by Buyer shall be paid in the same manner, and on the same schedule, as would have been required of Buyer had Coblaco Services completed the scope of work on the date Coblaco Services elected to cease all work.

An invoice will be issued upon completion of the work and not delivery date. Payment terms are net thirty (30) days from date of invoice with approved credit application. If no credit has been established, payment shall be COD and required at pick up. If the balance due is not received within thirty (30) days from the date of the invoice, late fees will then be applied. A service charge of 1½ percent per month will be assessed on all overdue invoices.

Should you have any questions or require additional clarification on any part of our proposal, please feel free to contact me at the phone number or email address below. We look forward to next steps as we work with you to maximize the value from this initiative.

Sincerely,



**Javier Gonzalez**

Estimator

O 303 515 1690

O 303 659 1980

E [javier@coblaco.com](mailto:javier@coblaco.com)

**[COBLACO.com](http://COBLACO.com)**

**ACCEPTANCE OF QUOTATION/TERMS & CONDITIONS:**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_





June 30, 2022

Mr. David Lindsay

Colorado Civil Group, Inc

Re: St. Vrain Water Treatment Plant Pump Station

**Resizing of Louver**

**Project #497**

PCO #8 Louver Resize

Dear David Lindsay

IWS is presenting proposed change order #8 for removing and replacing the north side louver in order to provide clearance at switchgear per RFI #15. The scope of each change item attached is hereby limited to the scope of work and terms & conditions of the proposal presented in this Change Request respective to each change item referenced.

*This change will result in a add to the Contract of \$17,465 and an increase in contract duration of 4 calendar days from the date of approval to deliver the materials to the site and perform the work.*

Integrated Water Services has completed the work as discussed with the Owner.  
Should you or the owner have any questions please contact me at your convenience.

Sincerely,  
INTEGRATED WATER SERVICES, INC.

Greg Dills  
COO



06/30/22  
Re: St. Vrain Water Treatment Plant Pump Station  
Resizing of Louver  
Project #497

PCO #8 Louver Resize

| ITEM NO.                               | QTY | UNIT | LABOR     |            | NON-TAXED MATERIAL |            | TAXED MATERIAL |            | EQUIPMENT |            | SUBCONTRACTOR |            | TOTAL         |            |
|----------------------------------------|-----|------|-----------|------------|--------------------|------------|----------------|------------|-----------|------------|---------------|------------|---------------|------------|
|                                        |     |      | UNIT COST | TOTAL COST | UNIT COST          | TOTAL COST | UNIT COST      | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST     | TOTAL COST | UNIT COST     | TOTAL COST |
| <b>Labor</b>                           |     |      |           |            |                    |            |                |            |           |            |               |            |               |            |
| Project Manager                        | 2   | MH   | 110.00    | 220.00     |                    |            |                |            |           |            |               |            | 110.00        | 220.00     |
| Superintendent                         | 2   | MH   | 95.00     | 190.00     |                    |            |                |            |           |            |               |            | 95.00         | 190.00     |
| Labor                                  | 4   | MH   | 26.00     | 104.00     |                    |            |                |            |           |            |               |            | 26.00         | 104.00     |
| Materials (Caulking)                   | 1   | LS   |           |            | 200.00             | 200.00     |                |            |           |            |               |            | 200.00        | 200.00     |
| <b>Subcontractor</b>                   |     |      |           |            |                    |            |                |            |           |            |               |            |               |            |
| Remove and Replace Louver              | 1   | LS   |           |            |                    |            |                |            |           |            | 1.00          | 13,078.00  | 1.00          | 13,078.00  |
| Block Fill                             | 1   | LS   |           |            |                    |            |                |            |           |            | 1.00          | 2,200.00   | 1.00          | 2,200.00   |
| <b>SUMMARY</b>                         |     |      |           |            |                    |            |                |            |           |            |               |            |               |            |
| <b>SUBTOTAL - DIRECT COSTS</b>         |     |      | 514.00    |            | 200.00             |            |                |            |           |            | 15,278.00     |            | 15,992        |            |
| Labor Burden                           |     |      |           |            |                    |            |                |            |           |            |               |            | 180           |            |
| Tax                                    |     |      |           |            |                    |            |                |            |           |            |               |            |               |            |
| Small Tools & Consumables              |     |      |           |            |                    |            |                |            |           |            |               |            | 56            |            |
| Equipment Maintenance / FOG            |     |      |           |            |                    |            |                |            |           |            |               |            |               |            |
| <b>SUBTOTAL</b>                        |     |      |           |            |                    |            |                |            |           |            |               |            | 16,227        |            |
| Overhead & Profit - Self Perform (10%) |     |      |           |            |                    |            |                |            |           |            |               |            | 47            |            |
| Overhead & Profit - Subcontractor (5%) |     |      |           |            |                    |            |                |            |           |            |               |            | 764           |            |
| <b>SUBTOTAL</b>                        |     |      |           |            |                    |            |                |            |           |            |               |            | 17,039        |            |
| Bonds (2.5%)                           |     |      |           |            |                    |            |                |            |           |            |               |            | 426           |            |
| <b>TOTAL COST OF PROPOSAL</b>          |     |      |           |            |                    |            |                |            |           |            |               |            | <b>17,465</b> |            |



## Change Order Request

**772 — St. Vrain Pump  
Station**

**COR Subject: Demo Louver & Damper, Install New Louver, Damper & Duct  
Fittings**

**To** Josh Wohlrabe  
Integrated Water  
P.O. Box 774565  
Steamboat Springs, CO 80477  
720-207-5052

**COR Number: 772-1**  
**COR Revision Number: 0**  
COR Date: 6/24/2022  
Work Type: Price / Proceed  
Days Valid: 5

**Return To** Kira Witte  
Horizon Mechanical Solutions  
126 Hemlock St  
Fort Collins, CO 80524  
970-372-0216  
970-482-7545 (FAX)  
kira@horizonmechs.com

### Details

| Line No | Code | Description                    | Type     | Cost / Rate | Qty / Hrs           | Workers | Ext       |
|---------|------|--------------------------------|----------|-------------|---------------------|---------|-----------|
| 001     |      | Journeyman                     | Labor    | \$75.00     | 20.00<br><i>Hrs</i> | 1.00    | \$1500.00 |
| 002     |      | Apprentice                     | Labor    | \$55.00     | 20.00<br><i>Hrs</i> | 1.00    | \$1100.00 |
| 003     |      | Shop Fab Labor                 | Labor    | \$72.00     | 8.00<br><i>Hrs</i>  | 1.00    | \$576.00  |
| 004     |      | Louver, Damper,<br>Filter Rack | Material | \$7,450.00  | 1.00                | -       | \$7450.00 |
| 005     |      | Aluminum Duct and<br>Fittings  | Material | \$600.00    | 1.00                | -       | \$600.00  |

### Breakout

Labor : \$3,176.00  
Gross Margin Percent @ 10%: \$317.60  
Overhead Percent @ 5%: \$158.80  
Bond Percent/Sales Tax @ 1.5%: \$47.64

|                                |                    |
|--------------------------------|--------------------|
| Material :                     | \$8,050.00         |
| Gross Margin Percent @ 10%:    | \$805.00           |
| Overhead Percent @ 5%:         | \$402.50           |
| Bond Percent/Sales Tax @ 1.5%: | \$120.75           |
| <b>Total:</b>                  | <b>\$13,078.00</b> |

---

### Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Due to the fluctuation of commodities, we are adhering to the VALID FOR Days on current change orders.

Due to market volatilities, Horizon shall not be responsible for material delays due to manufacturing delays caused by our vendors.

---

#### ARCHITECT

#### CONTRACTOR

#### OWNER

---

Address

---

Address

---

Address

---

BY

---

BY

---

BY

---

DATE

---

DATE

---

6/24/2022

---

DATE



**Back-up-for-CO-RFI-15.pdf**

## Ann Marie Martinchick

---

**From:** Nate Olson  
**Sent:** Friday, June 24, 2022 12:21 PM  
**To:** Ann Marie Martinchick  
**Subject:** FW: Firestone Pump Station - RFI #15 - Louver Switchgear Conflict Engineers Response

Ann Marie,

We need to write a change order for this project #760. This is for RFI 15  
Definition of work: demo louver and damper, install new louver, damper, duct & fittings.

Louver, damper, filter rack \$7,450.00 from long  
Aluminum duct and fittings \$600.00  
Journeyman at 20hr.  
Apprentice at 20hr.  
Shop 8hr

**From:** Devon Gash <dgash@long.com>  
**Sent:** Friday, June 24, 2022 11:49 AM  
**To:** Nate Olson <nolson@horizonmechs.com>  
**Cc:** Ann Marie Martinchick <amartinchick@horizonmechs.com>; JD Meadows <jmeadows@long.com>  
**Subject:** Re: Firestone Pump Station - RFI #15 - Louver Switchgear Conflict Engineers Response

Just got it back. Full/new assembly. \$2,300.00. I will send you subs on Monday. Sorry again for the delay.

Get [Outlook for Android](#)



**Devon Gash**

Sales Engineer | Mobile: (303) 582-4087  
Tel: (970) 672-0695 | dgash@long.com

Price for Filter Rack  
only.

**From:** Nate Olson <nolson@horizonmechs.com>  
**Sent:** Friday, June 24, 2022 8:50:09 AM  
**To:** Devon Gash <dgash@long.com>  
**Cc:** Ann Marie Martinchick <amartinchick@horizonmechs.com>; JD Meadows <jmeadows@long.com>  
**Subject:** RE: Firestone Pump Station - RFI #15 - Louver Switchgear Conflict Engineers Response

Okay please let me know when you know. thanks!

**Nate Olson**  
Vice President



**Direct, Fax, SMS: 970-372-0217**  
Mobile: 970-817-3039  
Fort Collins Office: 970-482-7333  
nolson@horizonmechs.com  
126 Hemlock St. Fort Collins CO 80524



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: July 13, 2022

Initiated By: Julie Pasillas

Dept: Public Works

#### **AGENDA TITLE**

**Resolution 22-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE AND COLORADO BOULEVARDS

#### **SUMMARY**

On March 23, 2022, the Board of Trustees approved a Construction Contract with Brannan Sand and Gravel Company for the mill and overlay of the intersection of Firestone Blvd and Colorado Blvd along with Change Order No. 1 approved on June 8, 2022, for an addition of 5,250 Sq-yds to the east of the original stopping point on Firestone Blvd. With the increased traffic of both cars and heavy trucks and the cost of materials in the asphalt industry, staff would like the remaining pavement maintenance funds to finish the Town's portion of Colorado Blvd. from Cimarron St. to Pine Cone Ave. This project will be for a 1" mill and a 2" overlay which will be approximately 51,650 sq-yds.

Change Order No. 2 is being requested in lieu of the chip seal project for St. Vrain Ranch and Ridgecrest Subdivisions. Chipseal projects will be included in the 2023 budget request presented to the Board of Trustees later this year.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On March 23, 2022, the Board of Trustees approved Resolution 22-44, a resolution approving a Construction Contract between the Town of Firestone and Brannan Sand and Gravel Company for the mill and overlay of the intersection of Firestone Blvd and Colorado Blvd.

On June 8, 2022, the Board of Trustees approved Resolution 22-73, a resolution approving a Change Order No. 1 to the Construction Contract between the Town of Firestone and Brannan Sand and Gravel Company for an additional 5,250 sq-yds of mill and overlay of the intersection of Colorado Blvd to the east.

#### **RECOMMENDATION**

Staff recommends that the Board approve Resolution 22-84, a resolution approving the Change Order No. 2 to the Construction Contract between the Town of Firestone and Brannan Sand and Gravel Company for the mill and overlay project.

#### **ALTERNATIVES**

The Board may choose not to approve Resolution 22-84 and provide staff with additional direction.

#### **ATTACHMENTS**

1. Change Order No. 2 to Agreement for Services with Brannan Sand & Gravel
2. Res 22-84 Brannan Sand and Gravel Change Order No. 2
3. Colorado Blvd - Additional mill and overlay change order proposal

#### **FINANCIAL CONSIDERATIONS**

Change Order No. 2 to the Construction Contract includes an increase of \$752,408.43 to the total amount of the contract to now not to exceed the amount of \$1,527,166.66. Sufficient funds have been budgeted and appropriated from the Capital Project Fund.



**SECTION 00941**  
**CHANGE ORDER**

**No. 2**

Date of Issuance: \_\_\_\_\_

Effective Date: July 13, 2022

|                                                                                    |                                  |                                  |
|------------------------------------------------------------------------------------|----------------------------------|----------------------------------|
| Project: Pavement Maintenance-Mill and Overlay (S2022-9228)                        | Owner: Town of Firestone         | Owner's Contract No.: S2022-9228 |
| Contract:<br>Mill and overlay of Colorado Blvd from Cimмерon St. to Pine cone Ave. | Date of Contract: March 23, 2022 |                                  |
| Contractor:<br>Brannan Sand and Gravel Company                                     | Engineer's Project No.: N/A      |                                  |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Mill and overlay of Colorado Blvd. From Cimмерon St. to Pine Cone Ave approximately 51,650 Sq-yds.

See attached

**Attachments (list documents supporting change):**

Mill and overlay of Colorado Blvd. from Cimмерon St. to Pine Cone Ave Approximately 51,650 Sq-yds.

Graphic Exhibit

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times: ☒ Working days ☐ Calendar days

\$670,008.23

Substantial completion (days or date): 120 days

Ready for final payment (days or date): Upon completion

[Increase] from previously approved Change Orders No. 1 to No. 1:

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$104,750.00

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$774,758.23

Substantial completion (days or date): 120 days

Ready for final payment (days or date): Upon completion

[Increase] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$752,408.43

Substantial completion (days or date): +0 days

Ready for final payment (days or date): +0 days

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$1,527,166.66

Substantial completion (days or date): 120 days

Ready for final payment (days or date): Upon completion

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Public Works (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 22-84**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 2 TO  
THE CONSTRUCTION CONTRACT BETWEEN THE TOWN OF  
FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE  
MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF  
FIRESTONE AND COLORADO BOULEVARDS**

WHEREAS, on March 23, 2022, the Town of Firestone (“Town”) and Brannan Sand and Gravel Company (“Contractor”) entered into a Construction Contract for mill and overlay work for both lanes of Firestone Blvd from Oak Meadows Blvd to Cimarron Street and for both lanes of Colorado Blvd from Cimarron Street to Oak Meadows Blvd; and

WHEREAS, after the commencement of work Town staff determined that an additional area of Colorado Blvd south of Firestone Blvd was also in need of mill and overlay services; and

WHEREAS, because the Contractor was already on-site it was beneficial in terms of cost for the Town to have Contractor perform the additional work which was approved by the Town’s approval of Change Order No.1 which occurred on June 8, 2022; and

WHEREAS, the Town now finds that rather than proceed with the proposed crack-seal work for Colorado Blvd from Cimarron St to Sable Ave and Colorado Blvd from Sable Ave to Pine Cone Ave it would be more beneficial in terms of the quality and effectiveness of the improvements to have the locations milled and overlaid as set forth in Change Order No. 2.

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

Change Order No. 2 to the Construction Contract between the Town of Firestone and Brannan Sand and Gravel Company, is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute Change Order No. 2 on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 13th day of July, 2022.

TOWN OF FIRESTONE, COLORADO

---

Drew Alan Peterson, Mayor

ATTEST:

---

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

---

William P. Hayashi, Town Attorney



**Town of Firestone**

June 30, 2022

David Minor

9950 Park Avenue

Firestone, CO 80504

Project: Firestone Boulevard and Colorado Boulevard

Mill and Overlay

Contract# S2022-9228

**Subject:** Colorado Boulevard – Additional Mill & Overlay

Mr. Minor:

Below is a breakdown of the requested additional compensation for extending the mill and overlay limits on Colorado Boulevard:

| Colorado Blvd - Cimarron to Sable  |                                                |                       |       |               |                      |
|------------------------------------|------------------------------------------------|-----------------------|-------|---------------|----------------------|
| Biditem                            | Description                                    | Change Order Quantity | Units | Unit Price    | Extension            |
| 1                                  | Surface Milling - 1-inch thick                 | 25,250                | SY    | \$ 1.99       | \$ 50,247.50         |
| 2                                  | Overlay - "SX" (1/2" Nominal) 2-inch thickness | 2920                  | TON   | \$ 76.68      | \$ 223,905.60        |
| 3                                  | Epoxy Pavement Striping                        | 18,200                | LF    | \$ 1.14       | \$ 20,748.00         |
| 4                                  | Thermoplastic Pavement Markings                | 1                     | LS    | \$ 36,565.00  | \$ 36,565.00         |
| 5                                  | Traffic Control                                | 1                     | LS    | \$ 72,985.00  | \$ 72,985.00         |
|                                    |                                                |                       |       |               | \$ 404,451.10        |
| Colorado Blvd - Sable to Pine Cone |                                                |                       |       |               |                      |
| Biditem                            | Description                                    | Change Order Quantity | Units | Unit Price    | Extension            |
| 6                                  | Surface Milling - 1-inch thick                 | 26,400                | SY    | \$ 1.99       | \$ 52,536.00         |
| 7                                  | Overlay - "SX" (1/2" Nominal) 2-inch thickness | 3,055                 | TON   | \$ 76.68      | \$ 234,257.40        |
| 8                                  | Epoxy Pavement Striping                        | 20,400                | LF    | \$ 1.14       | \$ 23,256.00         |
| 9                                  | Thermoplastic Pavement Markings                | 1                     | LS    | \$ 10,175.00  | \$ 10,175.00         |
| 10                                 | Traffic Control                                | 1                     | LS    | \$ 66,525.00  | \$ 66,525.00         |
| 11                                 | Crafco GeoTac - Crack Membrane (24" Width)     | 960                   | SY    | \$ 23.50      | \$ 22,560.00         |
|                                    |                                                |                       |       |               | \$ 409,309.40        |
|                                    |                                                |                       |       | <b>TOTAL:</b> | <b>\$ 813,760.50</b> |

The attached drawing shows the additional mill and overlay limits used in preparing this proposal.





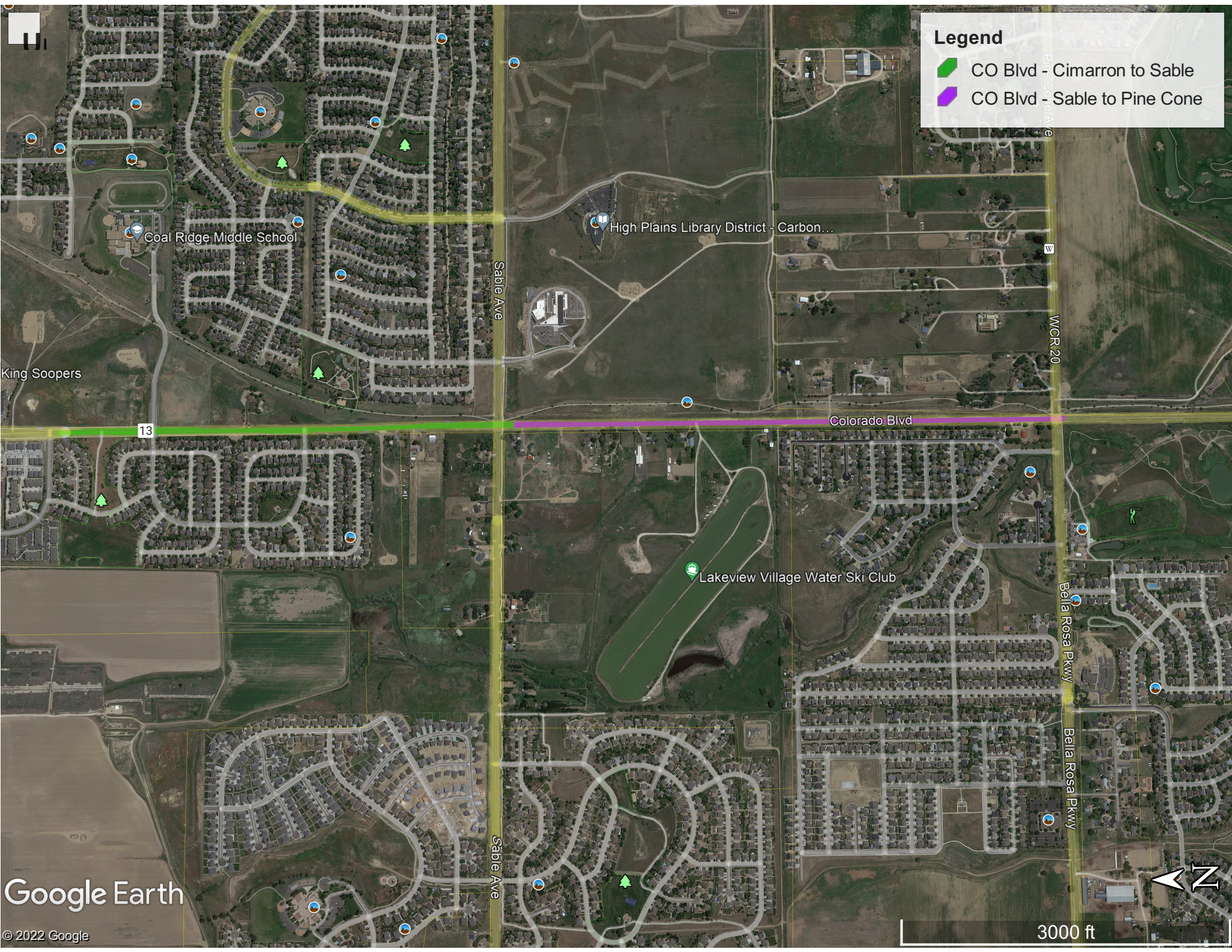
Please let me know if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Miller", is written over a faint, light blue horizontal line.

Phillip Miller  
Project Manager





**Legend**

- CO Blvd - Cimarron to Sable
- CO Blvd - Sable to Pine Cone

Google Earth

© 2022 Google

3000 ft





**AGENDA INFORMATION  
MEMORANDUM**

**FIRESTONE  
TOWN BOARD OF TRUSTEES**



**AIM#:** 8.d

**Discussion/Action**

**Meeting Date:** July 13, 2022

**Initiated By:** Paula Mehle

**Dept:** Economic Development

**AGENDA TITLE**

**RESOLUTION 22-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBGRANTEE AGREEMENT FOR TRANSIT SERVICES BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS AND THE TOWN OF FIRESTONE

**SUMMARY**

Staff submitted a request for proposal to the Denver Regional Council of Governments (DRCOG) 2022 Federal Transit Administration Section 5310 HST Faster Transportation program in January 2022 to supplement the funding of the Via Mobility service currently in operation in Firestone. The DRCOG has awarded the Town \$31,500 for the term of July 1, 2022, to June 30, 2023 subject to the approval of an agreement between DRCOG and the Town.

**HISTORY AND PREVIOUS BOARD ACTION**

The Town of Firestone began contracting services with Via Mobility in October 2021, starting with services on Monday, Tuesday, and Wednesday from 8 am to 2 pm. In August of 2021, the services were expanded to Thursday and Friday and between the hours of 8 am to 3 pm, typically, when the Town was awarded Community Development Block Grant funding from the Weld County Board of Commissioners.

**RECOMMENDATION**

Staff recommends approval of Resolution 22-86, authorizing the mayor to sign an agreement between the Denver Regional Council of Governments and the Town of Firestone for supportive funding of Via Mobility services.

**ALTERNATIVES**

**ATTACHMENTS**

1. Resolution 22-86
2. DRCOG Grant Agreement with the Town of Firestone

**FINANCIAL CONSIDERATIONS**

\$31,500 from the Denver Regional Council of Governments to supplement the general fund and Community Development Block Grant funding of the Via Mobility service.

**RESOLUTION NO. 22-86**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,  
COLORADO, APPROVING A SUBGRANTEE AGREEMENT FOR TRANSIT  
SERVICES BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS  
AND THE TOWN OF FIRESTONE**

WHEREAS, the Town of Firestone ("Town") has been awarded a grant from the Denver Regional Council of Governments ("DRCOG") to provide transit services for those in need because of income, age and disability constraints; and

WHEREAS, the Town shall provide such persons transit services by contracting with Via Mobility which can provide such persons in the Firestone and the Carbon Valley area door-to-door service to access employment, medical care, shopping and food delivery; and

WHEREAS, such services shall be subject to the performance and reporting standards set forth by DRCOG in the Subgrantee Agreement.

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

The Subgrantee Agreement between the Denver Regional Council of Governments and the Town of Firestone for Transit Services is approved in substantially the same form as the copy attached hereto and made a part of this Resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this \_\_ day of \_\_\_\_\_, 2022.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Drew Alan Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney



**AGREEMENT  
BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202  
("DRCOG")

and

**TOWN OF FIRESTONE**

9950 Park Avenue  
Firestone, Colorado 80504  
("CONTRACTOR")

Project Number: 623022

Contract Number: EX22039

This Agreement ("Agreement") is made by and between the Denver Regional Council of Governments ("DRCOG") and the Town of Firestone ("Contractor").

**RECITALS:**

- A. DRCOG and the Colorado Department of Transportation have entered into a Grant Agreement
- B. DRCOG and Contractor agree that Contractor will act as subgrantee for the Services and the Projects set forth below, subject to the requirements and conditions of this Agreement.
- C. Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

**TERMS:**

**Section 1. Scope of Work.** Contractor shall provide the Services as described in the attached Exhibit A ("Services"), which is incorporated herein by reference. In its sole discretion, DRCOG may contract with other Contractors to provide the same or similar services during the term of this Agreement.

**Section 2. Term.** This Agreement shall be effective on July 1, 2022 and shall term on June 30, 2023. No work shall commence and no reimbursable costs shall be incurred prior to the effective date of this Agreement.

**This Agreement may be terminated as follows:**

- a. **Termination of Agreement for Cause.** If through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, DRCOG shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination which shall be effective upon receipt of the written notice. Contractor shall not incur further obligations or render further performance past the effective date of a notice of termination. DRCOG shall reimburse Contractor only for

accepted performance up to the date of termination. The Contractor shall remain liable to DRCOG for any damages sustained by virtue of any breach of this Agreement and DRCOG may withhold any payment to Contractor for the purpose of mitigating damages, until such time as damages are determined. The Contractor shall be liable for excess costs incurred by DRCOG in procuring replacement performance of Services in this Agreement from third parties.

- b. Termination for Convenience of DRCOG. DRCOG may terminate this Agreement at any time by giving 30 days written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. In that event, all finished or unfinished documents and other materials shall, at the option of DRCOG, become its property. If the Agreement is terminated by DRCOG as provided herein, the Contractor will be paid for services satisfactorily rendered through the date of termination in accordance with the tasks and rates set forth in Exhibit A.
- c. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

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 DRCOG or the State of Colorado within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. The obligations of DRCOG under this Agreement are subject to annual appropriation. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, DRCOG shall immediately notify Contractor of such occurrence, and this Agreement shall terminate at the end of the fiscal year, as specified in the notice.

- d. Obligations Surviving Termination. Contractor's obligations to comply with reporting requirements and to deliver any Work Product survive the expiration or termination of this Agreement.

### **Section 3. Project Budget.**

- a. The total cost of the Agreement shall not exceed Thirty-One Thousand Five Hundred Dollars (\$31,500.00). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, and expenses.
- b. No refund or reduction of the amount of Contractor's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.

- c. Contractor may use federal funds for the local share, but those funds cannot be from other federal Department of Transportation (DOT) programs. Contractor share, together with the federal share, must be enough to ensure payment of Total Project Budget.
- d. Contractor shall only be reimbursed for costs incurred for the performance of this Agreement which are determined by DRCOG to be allowable, in accordance with 2 CFR 200.402 through 200.475, and 2 CFR 200.102.

Contractor shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment before the contract with the DRCOG has been executed.

Contractor must obtain DRCOG approval if HST-FASTER funds are intended to be used for payment of a lease or for third-party contracts.

- e. Reimbursement Requests. Contractor shall present of invoice(s) to DRCOG for reimbursable costs incurred after the date of execution of this Agreement through the expiration or termination of the Agreement. DRCOG agrees to pay Contractor each month into the bank account designated by Contractor via Electronic Funds Transfer (EFT) (Exhibit D) upon approval of invoices during regularly scheduled payment cycles.

**Section 4. Assurances.** In addition to all other obligations contained herein, Contractor agrees: (a) to perform its obligations under this Agreement with the highest standards of care, skill, and diligence in the industry, trades, or profession and as set forth in this Agreement; (b) that it warrants that it possesses and will maintain, at its sole expense, all necessary licenses, certifications, approvals, permits, and other authorization required by law to perform its obligations under this Agreement; (c) not to engage in any practices that would create or raise a conflict of interest with its performance under this Agreement; and (c) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

**Section 5. Reporting Requirements.**

- a. Contractor shall cooperate with DRCOG by providing information regarding its performance under this Agreement, including Performance Standards and Milestone reporting required under Exhibit A, and any other state or federal grant reporting requirements.
- b. Within seven (7) days after being served in any legal action filed with a court or administrative agency, related to performance under this Agreement or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify DRCOG of such action and deliver copies of the pleading(s).
- c. For three (3) years following the expiration or termination of this Agreement, Contractor shall make, keep, maintain, and allow DRCOG, its duly authorized representatives, or the State of Colorado to inspect, monitor, or audit all files, records, documents, communications, notes and other written materials, electronic media, and communications pertaining to the Services provided pursuant to this Agreement.

**Section 6. Cooperation on Marketing and Publicity.**

Contractor will work cooperatively with DRCOG to market and/or publicize the Project as requested by DRCOG.

**Section 7. Indemnification.** To the extent permitted by law Contractor agrees to indemnify and hold harmless DRCOG or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees, subcontractors or agents in performing work pursuant to this Agreement. To the extent permitted by law, Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. To the extent permitted by law, Contractor shall further bear all other costs and expenses incurred by DRCOG and Contractor related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorney 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 Contractor. Contractor'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 DRCOG.

**Section 8. Insurance.** Contractor shall procure and maintain and shall cause each subcontractor hired by Contractor to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor to maintain such continuous coverage. All coverage required by this Agreement shall be primary over any insurance or self-insurance program carried by the Contractor.

- 1) Workers' Compensation in statutory limits.
- 2) Employer's Liability Insurance: \$100,000/ each accident, \$500,000/ disease - policy limit, and \$100,000/ disease - each employee.
- 3) Comprehensive General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent subcontractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) 1,000,000 general aggregate; (c) \$1,000,000 products and complete operations aggregate; and (d) \$50,000 anyone fire.
- 4) Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident.
- 5) Professional Liability Insurance: \$1,000,000/Occurrence, \$1,000,000 general aggregate.
- 6) Protected Information Liability Insurance coving all loss of Confidential Information, such as PII, PHI, PCI, Tax Information and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information: \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- 7) Crime Insurance: crime insurance including employee dishonesty coverage with minimum limits as follows: \$1,000,000 each occurrence and \$1,000,000



general aggregate.

- a. The State of Colorado and DRCOG, its officers and employees are to be named as additional insured for both the Contractor's General Liability policy under sections Certificate Holder and Description of Operations. Said insurance will be required to be maintained in full force and effect during the term of the Agreement.
- b. All coverages shall be continuously maintained from the date of commencement of services hereunder, and in the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor so as to maintain such continuous coverage. The Contractor 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. All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against DRCOG, the State, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- c. The insurance shall include provisions preventing cancellation without 30 days prior notice to DRCOG by certified mail or email notification.
- d. **The Contractor shall provide certificates showing adequate insurance coverage, as required above to DRCOG with the signed Agreement. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver to DRCOG certificates of insurance evidencing renewals thereof. Upon request by DRCOG at any other time during the term of this Agreement, Contractor, shall, within 10 days of such request supply to DRCOG evidence satisfactory to DRCOG or the State of compliance with the provisions of this Section.**
- e. If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

**Section 9. Equal Opportunity Employer.** Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, veteran status, national origin, disability, genetic information, sexual orientation or any other status protected by applicable federal, state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age 40 and over, race, sex, color, religion, veteran status, national origin, disability, genetic information, sexual orientation or any other status protected by applicable federal, state or local law. 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. Contractor 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.

**Contractor shall comply with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended, standards contained in "ADA Accessibility Requirements in CDOT Transportation Projects," and any other applicable federal, state, or local laws and regulations.**

**The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**Section 10. Assignment.** This Agreement shall not be assigned by Contractor without the prior written consent of DRCOG.

**Section 11. Rights In Data, Documents, and Computer Software.** Any software, research, reports, studies, estimates, data, photographs, negatives or other documents, plans, drawings, memoranda, computation sheets or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of DRCOG and the State of Colorado without restriction and all such materials shall be delivered by the Contractor to DRCOG at no further expense to DRCOG upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of DRCOG. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**Section 12. Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given two days after deposit in the United States mail.

**Section 13. Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

**Section 14. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action relating to this Agreement shall be in the City and County of Denver, Colorado and federal district courts for the State of Colorado. Nothing herein shall preclude the parties from mutually agreeing to submit to arbitration or mediation to resolve a dispute arising hereunder.

**Section 15. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns;

provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

**Section 16. Subcontractors.**

- a. Contractor may utilize subcontractors to perform under this Agreement, provided that Contractor first submits any proposed subcontractor and the description of their services to DRCOG for approval. Any subcontractor of the Contractor must agree in writing to be bound by the terms of this Agreement.
- b. If Contractor and its employees are required by law, regulation, or terms of this Agreement or its attachments, to pass a criminal background check, all subcontractors must likewise meet the requirement and such documentation must be provided to DRCOG as a condition of this Agreement.
- c. DRCOG will not work directly with, direct the work of, or provide training for the Contractor's subcontractors.

**Section 17. Independent Contractor.** The Contractor is an independent contractor and not an employee of DRCOG. As an independent contractor, Contractor and its employees are not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not provide tools, training or benefits to the Contractor, and does not dictate the time of performance by the Contractor, except through a completion schedule. Contractor shall not create any indebtedness on behalf of DRCOG.

**Section 18. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement.

**Section 19. Employing Workers Without Authorization.** **Exhibit B**, the "DRCOG Contractor Services Contract Addendum-Prohibition Against Employing Workers Without Authorization", is attached hereto and incorporated herein by reference. **Exhibit C**, Executive Order 12989 requires that federal Contractors agree to verify employment eligibility of their employees using E-verify. It also requires federal Contractors to agree, through language inserted into their federal contracts, to use E-Verify to confirm the employment eligibility of all persons hired during a contract term. In addition, the new rule requires federal Contractors to confirm the employment eligibility of current employees who are "assigned to the federal contract" within the United States.

**Section 20. Entire Agreement.** 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. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected

by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 21. Debarment, Suspension.** By signing this Agreement, the Contractor represents that its organization and its principals are not suspended or debarred per federal requirements.

**Section 22. CORA Disclosure.** To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, et seq., as may be updated.

**Section 23. Confidential Information – State Records.** Contractor shall comply with the provisions of this Section if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS. §24-72-200.1 et seq.

- a. **Confidentiality.** Contractor shall comply with all laws and regulations concerning confidentiality of State records. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to DRCOG.
- b. **Notification.** Contractor shall notify its agents, employees, subcontractors, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.
- c. **Use, Security, and Retention.** Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Agreement or approved in writing by DRCOG. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Agreement or approved in writing by DRCOG.
- d. **Disclosure-Liability.** Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, DRCOG, the State or their respective agents. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless DRCOG, the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to this Section.

**Section 24. Federal Requirements.** Contractor shall at all times during the term of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Contractor



shall also require compliance with these statutes and regulations in subcontract agreements associated with this Agreement.

**Section 25. Authority.** The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS**

**TOWN OF FIRESTONE**

By: \_\_\_\_\_  
Douglas W. Rex, Executive Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Jenny Dock, Division Director  
Administration and Finance

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A: SCOPE OF WORK AND CONDITIONS**

Denver Regional Council of Governments (DRCOG)

|                         |                                           |                |                        |
|-------------------------|-------------------------------------------|----------------|------------------------|
| <b>Title of Project</b> | Town of Firestone Transportation Services |                |                        |
| <b>Recipient</b>        | Town of Firestone, CO                     | <b>DUNS #</b>  | 111187761              |
| <b>Contact Name</b>     | Paula Mehle                               | <b>Phone #</b> | 303-531-6265           |
| <b>Address</b>          | 9950 Park Avenue<br>Firestone CO 80504    | <b>Email:</b>  | pmehle@firestoneco.gov |

**Total Project Budget**

| <b>Funding Source</b> | <b>Amount</b> |
|-----------------------|---------------|
| Contracted Funds      | \$31,500.00   |
| Cash Match            | \$31,500.00   |
| In-kind Match         | \$2,740.00    |
| Program Income        | \$0.00        |

**Agency Overview**

Municipality

**Service: Transportation-Operating (HST)****A. Service Description**

The Town of Firestone will contract a demand response transit service Monday through Friday, 8 am to 3 pm. This is typically contracted with Via Mobility services. Interested riders would complete an application with Via that includes information on age, disability, income and ethnicity and then schedule one-way rides through Via Mobility over the phone or through a mobile app that will be tested in the Carbon Valley region. A van and driver will be assigned specifically to serve residents of Firestone and the Carbon Valley area.

**B. Service Budget****Award**

| <b>Funding Source</b>     | <b>Project #</b> | <b>CFDA #</b> | <b>Amount</b> |
|---------------------------|------------------|---------------|---------------|
| Contracted Funds          | 623222           | State         | \$31,500.00   |
| Cash Match                |                  |               | \$31,500.00   |
| In-kind Match             |                  |               | \$2,740.00    |
| Program Income            |                  |               | \$0.00        |
| Indirect Charged to Grant | N/A              |               |               |

|                              |                       |     |
|------------------------------|-----------------------|-----|
| <b>Units (one-way Trips)</b> | <b>MPO Boundaries</b> | 500 |
|------------------------------|-----------------------|-----|

**Expenses**

|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| <b>Personnel</b>                                                          | \$2,740.00  |
| Director, Economic Development $\$137,000.00 \times 2.00 \% = \$2,740.00$ |             |
| <b>Travel</b>                                                             | \$0.00      |
| <b>Equipment</b>                                                          | \$0.00      |
| <b>Contractual Services</b>                                               | \$63,000.00 |
| Contracted transit services                                               |             |
| <b>Staff Training/Education</b>                                           | \$0.00      |
| <b>Supplies</b>                                                           | \$0.00      |
| <b>Indirect</b>                                                           | \$0.00      |
| <b>Other Expenses</b>                                                     | \$0.00      |
| <b>Total</b>                                                              | \$65,740.00 |

**Performance Standards**

1. Performance will be reviewed throughout the grant agreement. Contractor will need to report to the DRCOG Project Manager whenever one or more of the following occurs.
  - a. Budget changes in excess of 10% of the total budget or project schedule changes.
  - b. Project outcomes were not met.
  - c. Identification of problem areas and how the problems will be solved.
  - d. Expected impacts and the efforts to recover from delays.
2. Contractor will need to submit to DRCOG quarterly progress reports. These reports will be submitted through DRCOG's Contracts and Reimbursement System due on the 15<sup>th</sup> of the following months: April, July, October, and January. If the 15<sup>th</sup> of the month falls on a weekend or holiday, reports will be due the business day before.
3. Requests for reimbursement for project costs will be paid to Contractor upon presentation of invoice(s) to DRCOG for eligible costs incurred after the date of execution of this Grant through and within the limits of this Grant. Invoice(s) must be submitted to DRCOG monthly on the 15<sup>th</sup> of the month following the month expenses were incurred. For example, for expenses incurred in January, invoice(s) should be submitted by February 15. If the 15<sup>th</sup> falls on a weekend or holiday, the reimbursement request will be due the business day before. Failure to submit the reimbursement request on time may delay payment until the following month.

## **Exhibit B**

### **DRCOG Contractor Services Contract Addendum Prohibition Against Employing Workers Without Authorization**

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, Contractor shall:

Notify the subcontractor and DRCOG within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

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 worker without authorization; 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 a worker without authorization.

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. Section 8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. Section 8-17.5-102, DRCOG 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 DRCOG.

This Exhibit does not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; or (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).



Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with a worker without authorization; and that the undersigned will participate in 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 under the public contract for services.

Contractor:

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

## EXHIBIT C

### E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION

(a) *Definitions.* As used in this clause—

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 140102(4)), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

*Employee assigned to the contract* means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not

assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States..

**Exhibit D****ACH Payment Request Form**

**Email request to: [Accountspayable@drcog.org](mailto:Accountspayable@drcog.org)**

**Section 1 Your Company Information:**

Company Name: \_\_\_\_\_ Vendor ID (if known): \_\_\_\_\_  
Requested by: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Email address(s) (this is for payment confirmation):** \_\_\_\_\_  
\_\_\_\_\_

**Section 2 Bank Information:**

Name of Financial Institution: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**ACH Information:** By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

**For Internal Use Only**

Input in GP: \_\_\_\_\_  
Prenote completed: \_\_\_\_\_ Verified by: \_\_\_\_\_

**Hours/Units/Types Summary**

| PC            | Title                     | Hours            | Net Type           | Amount            | Info Type       | Amount       |
|---------------|---------------------------|------------------|--------------------|-------------------|-----------------|--------------|
| 1-00          | Regular Pay               | 10,776.75        | Direct Deposit Net | 461,329.79        | Informational   | 0.00         |
| 1-06          | PD Shift Supervisor       | 11.00            | Net                | 2,303.19          | Fringe Benefits | 11.60        |
| 2-00          | Overtime Pay              | 330.00           | 3rd Party Pay Net  | 1,455.08          |                 |              |
| 3-00          | Paid Time Off & EIB       | 1,399.46         |                    |                   |                 |              |
| 5-00          | Call Outs                 | 40.00            |                    |                   |                 |              |
| 5-03          | Standby                   | 0.00             |                    |                   |                 |              |
| 7-00          | HolidayTO, Holiday Wrk    | 163.00           |                    |                   |                 |              |
| 8-10          | PD Grant/Contracts        | 0.00             |                    |                   |                 |              |
| 8-00          | Miscellaneous Pay         | 0.00             |                    |                   |                 |              |
| 8-25          | Reserve Active Duty       | 160.00           |                    |                   |                 |              |
| 8-26          | PHE - Public Health Emerg | 14.50            |                    |                   |                 |              |
| 8-27          | Leave of Absence wo Pay   | 78.00            |                    |                   |                 |              |
| 8-28          | PD POPS Programs          | 0.00             |                    |                   |                 |              |
| 9-01          | Comp Time Earned          | 151.50           |                    |                   |                 |              |
| 9-02          | Comp Time Used            | 36.50            |                    |                   |                 |              |
| Grand Totals: |                           | <u>13,160.71</u> |                    | <u>465,088.06</u> |                 | <u>11.60</u> |

**Pay Code Totals - Employee**

| PC   | Title               | Amount     | PC    | Title                        | Amount     | PC    | Title                      | Amount     |
|------|---------------------|------------|-------|------------------------------|------------|-------|----------------------------|------------|
| 1-01 | Regular Pay         | 601,276.53 | 8-16  | Employee Bonus               | 0.00       | 61-02 | HSA7300                    | -8,137.84  |
| 1-03 | Mayor/Trustee       | 2,150.00   | 8-20  | Retro Pay (non-FPPA)         | 0.00       | 61-10 | FSA- Dependent Care        | -2,233.30  |
| 1-04 | Temporary           | 2,562.00   | 8-25  | Reserve Active Duty          | 0.00       | 61-11 | FSA- Limited Purpose       | -441.66    |
| 1-06 | PD Shift Supervisor | 735.72     | 8-26  | PHE - Public Health Emergenc | 452.55     | 61-12 | FSA - Medical              | -2,364.94  |
| 2-00 | Overtime            | 15,436.22  | 8-28  | PD POPS Programs             | 0.00       | 62-00 | Dental Insurance           | -949.67    |
| 3-01 | PTO                 | 29,919.24  | 9-02  | Comp Time                    | 953.32     | 63-00 | Vision                     | -343.00    |
| 3-05 | PTO Payout          | 439.34     | 19-00 | 3rd Party Pay                | 1,476.48   | 64-97 | Critical Illness Insurance | -817.55    |
| 3-10 | Contract PTO        | 0.00       | 21-01 | Stipend                      | 0.00       | 64-98 | Vol/ADD, Sps,Chld LIFE     | -2,088.90  |
| 4-01 | EIB                 | 2,602.69   | 21-02 | Cell Phone Stipend           | 275.00     | 64-99 | Accident Insurance         | -896.66    |
| 5-01 | Call Outs           | 844.42     | 30-04 | Life Ins > 50k               | 11.60      | 70-01 | Misc Deduction             | 0.00       |
| 5-02 | PD Call Outs        | 445.20     | 50-01 | FPPA 457                     | -2,090.98  | 70-02 | Child Support              | -837.50    |
| 5-03 | Standby             | 0.00       | 50-02 | FPPA PD Pension              | -24,652.84 | 70-03 | Garnishment                | -422.21    |
| 7-01 | Holiday Time Off    | 7,062.58   | 50-03 | FPPA ROTH                    | -710.32    | 70-04 | Equipment                  | -689.60    |
| 7-02 | Holiday Work SW     | 0.00       | 51-01 | PERA                         | -37,430.82 | 70-05 | ICMA Loan Payment          | 0.00       |
| 7-03 | Holiday Work NSW    | 0.00       | 51-02 | PERA+457                     | -833.82    | 74-00 | Soc Sec                    | -840.23    |
| 8-01 | Misc Pay            | 2,777.78   | 51-03 | PERA Life                    | -62.00     | 75-00 | Medicare                   | -9,157.24  |
| 8-02 | Retro Pay           | 1,066.99   | 51-05 | PERA 401k                    | -948.72    | 76-00 | FWT                        | -61,346.24 |
| 8-04 | Bereavement         | 0.00       | 51-07 | PERA 457 Roth                | -1,045.15  | 77-00 | SWT                        | -21,918.39 |
| 8-06 | Snow Day            | 0.00       | 52-01 | ICMA 401a                    | -250.00    | 79-00 | 3rd Party Medicare         | -21.40     |
| 8-08 | Pd Admin Leave      | 0.00       | 52-02 | ICMA 457b-Pre                | -867.74    | 85-00 | Net Pay - check            | 2,303.19   |
| 8-10 | PD Grant            | 0.00       | 52-04 | ICMA 457b-Post               | -265.38    | 86-00 | Dir Deposit                | 461,329.79 |
| 8-12 | Jury Duty           | 0.00       | 60-00 | Health Insurance             | -20,572.26 | 89-00 | 3rd Party Net              | -1,455.08  |
| 8-13 | Military Leave      | 0.00       | 61-01 | HSA3650                      | -2,084.66  |       |                            |            |

**Pay Code Totals - Employer**

| PC    | Title            | Amount    | PC    | Title                      | Amount   | PC    | Title                 | Amount   |
|-------|------------------|-----------|-------|----------------------------|----------|-------|-----------------------|----------|
| 50-02 | FPPA - Polic     | 19,607.86 | 61-02 | HSA7300                    | 6,000.00 | 75-00 | Medicare              | 9,178.65 |
| 51-01 | PERA             | 62,663.52 | 62-00 | Dental Insurance           | 6,380.53 | 91-00 | Long Term Disability  | 2,333.27 |
| 51-04 | PERA AED/SAED    | 522.98    | 63-00 | Vision Insurance           | 960.70   | 92-00 | Short Term Disability | 2,296.40 |
| 52-01 | ICMA 401a        | 0.00      | 64-97 | Critical Illness Insurance | 9.80     | 93-00 | Police Pension        | 6,744.53 |
| 52-02 | ICMA 457b        | 1,696.16  | 64-98 | Vol/ADD, Sps,Chld LIFE     | 15.90    | 94-00 | Basic Life & AD&D     | 1,680.90 |
| 60-00 | Health Insurance | 93,152.98 | 64-99 | Accident Insurance         | 12.39    | 95-01 | Employee Asst Plan    | 665.04   |
| 61-01 | HSA3650          | 2,700.00  | 74-00 | Social Security            | 840.23   | 98-00 | State Unemployment    | 1,333.16 |



| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total 4 RIVERS EQUIPMENT, LLC:                  | 5,492.26   |
| Total ABS CONCRETE INC:                         | 3,150.00   |
| Total ACCESS/ADAMS DATA MANAGEMENT, LLC:        | 325.11     |
| Total ACE HARDWARE OF FIRESTONE:                | 48.97      |
| Total ADAMSON POLICE PRODUCTS:                  | 991.35     |
| Total AGFINITY-HENDERSON:                       | 3,388.40   |
| Total AIMS JUNIOR COLLEGE DISTRICT:             | 125.97     |
| Total AIRGAS INC:                               | 310.84     |
| Total ALERUS (WKLY CARD FUND):                  | 2,114.16   |
| Total ALERUS (COBRA):                           | 83.50      |
| Total AMAZON:                                   | 6,127.02   |
| Total AMERICAN CONSERVATION & BILLING SOLUTION: | 400.00     |
| Total AMERICAN LEAK DETECTION**USE 2113**:      | .00        |
| Total APEX SHREDDING, INC.:                     | 90.00      |
| Total AUSMUS LAW FIRM, P.C.:                    | 2,400.00   |
| Total B K TIRE, INC:                            | 1,812.74   |
| Total BAREFOOT RESIDENTIAL LLC:                 | 149.73     |
| Total BC INTERIORS:                             | 29,330.10  |
| Total BEACON COMMUNICATIONS LLC:                | 8,330.64   |
| Total BECKER SAFETY AND SUPPLY:                 | 3,053.96   |
| Total BENEFIT TECHNOLOGY RESOURCES, LLC:        | 218.00     |
| Total BINFORD SUPPLY LLC:                       | 2,170.96   |
| Total BLUESCOPE CONSTRUCTION INC:               | 325,746.45 |
| Total BOBCAT OF THE ROCKIES:                    | 2,761.56   |
| Total BOHANNAN HUSTON INC:                      | 13,297.00  |
| Total BUDGET CONFERENCING:                      | 119.79     |
| Total BUTLER SNOW LLP:                          | 1,757.50   |
| Total C & W TRUCK AND TRAILER, LLC:             | 135.00     |
| Total CARBON VALLEY CHAMBER OF COMMERCE:        | 415.00     |
| Total CARBON VALLEY RECREATION DISTRICT-FURA:   | 48,057.60  |
| Total CARROT-TOP INDUSTRIES INC:                | 376.27     |
| Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA: | 48,434.34  |
| Total CENTURY LINK:                             | 671.18     |
| Total CHASE PAYMENTNET:                         | 121,218.57 |
| Total CHICAGO TITLE (TUFTS):                    | 11.40      |
| Total CIGNA HEALTH & LIFE INSURANCE CO:         | 111,597.11 |
| Total CINTAS FIRST AID & SAFETY:                | 916.23     |
| Total CIRSA:                                    | 2,637.27   |
| Total COLORADO CIVIL GROUP INC.:                | 45,547.75  |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total COLORADO COMMUNICATIONS & UTILITY ALLIAN: | .00        |
| Total COLORADO GEOLOGICAL SURVEY:               | 1,242.57   |
| Total COLORADO MATERIALS, INC:                  | 2,169.29   |
| Total COLORADO PARKS & RECREATION ASSOC - CPRA: | 55.00      |
| Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR: | 54,758.93  |
| Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST: | 47,478.25  |
| Total DANA KEPNER COMPANY INC.:                 | 5,327.41   |
| Total DBC IRRIGATION SUPPLY:                    | 4,809.51   |
| Total DELTA DENTAL OF COLORADO, INC:            | 7,837.50   |
| Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:      | 1,479.04   |
| Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:  | 31,068.85  |
| Total ENVIROTECH SERVICES INC.:                 | 4,521.72   |
| Total ERIC MATTHEW PRICE:                       | 404.41     |
| Total FASTENAL COMPANY:                         | 85.81      |
| Total FERGUSON WATERWORKS #1116:                | 618.63     |
| Total FIDELITY NATIONAL TITLE - S DENVER:       | 17.17      |
| Total FIRST AMERICAN TITLE CO:                  | 111.34     |
| Total FIRST AMERICAN TITLE INSURANCE COMPANY-E: | 19.43      |
| Total FISCAL FOCUS PARTNERS, LLC:               | 13,200.00  |
| Total FORESTRY SUPPLIERS INC:                   | 52.84      |
| Total FRANCE PUBLICATIONS, INC:                 | 1,700.00   |
| Total FREDERICK-FIRESTONE FIRE-FURA:            | 154,956.12 |
| Total FRONT RANGE COMPLIANCE SERVICE, LLC:      | 1,115.25   |
| Total FRONT RANGE PORTABLE RESTROOMS, LLC:      | 5,320.00   |
| Total FRONTIER BUSINESS PRODUCTS:               | 20.52      |
| Total FRONTIER COMPUTER CORP.:                  | 8,395.56   |
| Total FUZION FIELD SERVICES LLC:                | 7,833.36   |
| Total G & G EQUIPMENT INC:                      | 16,866.00  |
| Total GOLF & SPORT SOLUTIONS:                   | 5,232.96   |
| Total GOODHIRE:                                 | 52.48      |
| Total GRAINGER:                                 | 2,778.72   |
| Total GRAVES CONSULTING LLC:                    | 4,000.00   |
| Total GREEN GIRL RECYCLING SERVICES:            | 175.00     |
| Total GREEN MILL SPORTSMAN'S CLUB, INC:         | 200.00     |
| Total GROUND ENGINEERING CONSULTANTS, INC:      | 172.50     |
| Total HARDLINE EQUIPMENT LLC:                   | 245.80     |
| Total HAYASHI & MACSALKA, LLC:                  | 12,913.00  |
| Total HERITAGE TITLE - TUFTS:                   | 23.59      |
| Total HERITAGE TITLE-DENVER:                    | .00        |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total High Plains Library District - FURA:      | 35,639.91  |
| Total HIGHWAY 119 METRO DISTRICT #2:            | 854.93     |
| Total HYDRANT METER REFUNDS:                    | 2,464.16   |
| Total IDEMIA IDENTITY & SECURITY USA, LLC:      | 1,277.00   |
| Total INDIGO WATER GROUP, LLC:                  | 280.00     |
| Total INTERSTATE BATTERY OF THE ROCKIES:        | 681.75     |
| Total INTERSTATE FORD:                          | 133.26     |
| Total IRON LOT, LLC:                            | 13,922.50  |
| Total JONES, STEPHEN:                           | 1,100.00   |
| Total KATHLEEN A. OATIS:                        | 1,250.00   |
| Total KB HOME COLORADO INC:                     | 98.04      |
| Total KIMBALL MIDWEST:                          | 1,880.90   |
| Total KING CHEVROLET BUICK GMC:                 | 61.50      |
| Total KISSINGER & FELLMAN P.C.:                 | 527.00     |
| Total L.A.W.S.:                                 | 29,802.34  |
| Total LAND TITLE-DENVER-2:                      | 35.10      |
| Total LAST CHANCE DITCH COMPANY:                | 24.50      |
| Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN: | 29,049.25  |
| Total LENNAR COLORADO:                          | 272.69     |
| Total LEXISNEXIS RISK SOLUTIONS:                | 766.66     |
| Total LITTLE THOMPSON WATER DISTRICT:           | 145.50     |
| Total LONGMONT HUMANE SOCIETY:                  | 1,225.00   |
| Total MAC EQUIPMENT INC LONGMONT:               | 579.00     |
| Total MAIN STREET MAT COMPANY, INC:             | 548.69     |
| Total MALLORY SAFETY AND SUPPLY, LLC:           | 802.45     |
| Total MARTIN MARIETTA MATERIALS INC:            | 593.25     |
| Total MCCANDLESS TRUCK CENTER, LLC:             | 134.73     |
| Total MCGRANE WATER ENGINEERING, LLC:           | 28,810.66  |
| Total MCI:                                      | 52.99      |
| Total MISC VENDOR:                              | 41,590.78  |
| Total MOORE IACOFANO GOLTSMAN, INC:             | 795.00     |
| Total MORGAN STANLEY SMITH BARNEY LLC:          | 3,623.30   |
| Total MTECH MECHANICAL TECHNOLOGIES GROUP:      | 2,847.75   |
| Total MUTUAL OF OMAHA INSURANCE CO:             | 8,996.01   |
| Total NEIGHBORS POINT METRO DISTRICT:           | .00        |
| Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR: | 900.00     |
| Total NEW IPT INC:                              | 1,620.00   |
| Total Northern Colorado Water Cons. Dist.-FURA: | 11,147.92  |
| Total NP125 Metropolitan District - FURA:       | 60,271.55  |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total ODP BUSINESS SOLUTIONS LLC:               | 36.08      |
| Total OFFICE DEPOT***DO NOT USE*** - USE 2400:  | 408.39     |
| Total O'REILLY AUTO PARTS:                      | 195.13     |
| Total PINNACOL ASSURANCE:                       | 1,000.00   |
| Total PIONEER ATHLETICS:                        | 882.40     |
| Total PRAIRIE MOUNTAIN PUBLISHING:              | 470.88     |
| Total PUREWATER DYNAMICS, INC:                  | 620.51     |
| Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:      | 100.00     |
| Total REDNECK TRAILER SUPPLY:                   | 71.66      |
| Total RESTITUTION / COURT REFUNDS:              | 330.00     |
| Total RICHMOND AMERICAN HOMES:                  | 125.55     |
| Total RIPTIDE CAR & PET WASH:                   | 495.25     |
| Total ROCKY MOUNTAIN AWARD & TROPHY:            | 103.70     |
| Total ROLL RITE LLC:                            | .00        |
| Total SAFE BUILT COLORADO INC:                  | 38,037.35  |
| Total SAFETY AND CONSTRUCTION SUPPLY INC:       | 4,747.53   |
| Total SIMPLIFILE:                               | 45.25      |
| Total SPORTS FACILITIES ADVISORY LLC:           | 870.93     |
| Total SPRAYER DEPOT:                            | 3,949.00   |
| Total ST VRAIN & LEFT HAND WATER CONSERVANCY:   | 6,760.65   |
| Total ST VRAIN VALLEY SCHOOL DIST RE-1J:        | 360,137.36 |
| Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA: | 341,475.03 |
| Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA: | 53.39      |
| Total St. Vrain Sanitation District - FURA:     | 5,256.75   |
| Total STANLEY M SLOWIK, INC:                    | 203.45     |
| Total STANTEC CONSULTING SERVICES INC:          | 1,904.75   |
| Total STEVE BALCEROVICH:                        | 1,250.00   |
| Total Sturgeon Electric Company:                | 7,567.99   |
| Total SUMMIT RECREATION LLC:                    | 621.00     |
| Total SUNBELT RENTALS INC:                      | 834.65     |
| Total SWANK MOTION PICTURES INC:                | 1,990.00   |
| Total THE SPRINGS METROPOLITAN DISTRICT:        | 39.69      |
| Total THOMSON REUTERS-WEST:                     | 221.45     |
| Total TIMBER LINE ELECTRIC & CONTROL CORP:      | 2,705.80   |
| Total TLTC DISTRIBUTING LLC:                    | 633.00     |
| Total TRAFFIC SIGNAL CONTROLS, INC:             | .00        |
| Total TRANSWEST TRUCK TRAILER RV:               | 328.96     |
| Total TRI STATE OIL RECLAIMERS, INC:            | 100.00     |
| Total TRI-TECH FORENSICS INC:                   | 123.50     |

| Name                                            | Total Paid   |
|-------------------------------------------------|--------------|
| Total UME CUSTOM EMBROIDERY:                    | 2,751.23     |
| Total UNIVERSITY AUTO PARTS, INC:               | 1,756.71     |
| Total UTILITY NOTIFICATION CENTER OF COLORADO:  | 607.10       |
| Total UTILITY REFUNDS -1:                       | 212.54       |
| Total VANCE BROTHERS INC:                       | 5,328.00     |
| Total VIA MOBILITY SERVICES:                    | 5,520.00     |
| Total VISION SERVICE PLAN - VSP:                | 1,233.44     |
| Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ: | 2,041.89     |
| Total WAGNER WELDING SUPPLY CO.:                | 8.40         |
| Total WEAR PARTS & EQUIP CO. INC:               | 1,953.34     |
| Total WELD COUNTY ACCOUNTING DEPT.-FURA:        | 83,821.22    |
| Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI: | 730.00       |
| Total WELD COUNTY DETENTION CENTER:             | 59.42        |
| Total WELD COUNTY INFORMATION TECHNOLOGY:       | 128.24       |
| Total WELD COUNTY SCHOOL DIST RE-1 (FURA):      | 83.30        |
| Total WESTERN PAPER DISTRIBUTORS:               | 398.02       |
| Total WESTWATER RESEARCH, LLC:                  | 10,000.00    |
| Total WEX BANK:                                 | 14,836.86    |
| Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO: | 2,872.69     |
| Total WICKHAM TRACTOR CO, Inc:                  | 287.30       |
| Total WORKWELL OCCUPATIONAL MEDICINE LLC:       | 97.50        |
| Total XPRESS BILL PAY / XPRESS SOLUTIONS:       | 2,091.94     |
| Grand Totals:                                   | 2,397,394.53 |



| Name                             | Total Paid |
|----------------------------------|------------|
| <b>MISC VENDOR</b>               |            |
| Total US BANK EQUIPMENT FINANCE: | 41,590.78  |
| Grand Totals:                    | 41,590.78  |

**Hours/Units/Types Summary**

| PC            | Title                     | Hours            | Net Type           | Amount            | Info Type       | Amount       |
|---------------|---------------------------|------------------|--------------------|-------------------|-----------------|--------------|
| 1-00          | Regular Pay               | 10,019.75        | Direct Deposit Net | 466,530.43        | Informational   | 0.00         |
| 1-06          | PD Shift Supervisor       | 13.00            | Net                | 3,826.70          | Fringe Benefits | 11.60        |
| 2-00          | Overtime Pay              | 158.20           | 3rd Party Pay Net  | 0.00              |                 |              |
| 3-00          | Paid Time Off & EIB       | 1,803.02         |                    |                   |                 |              |
| 5-00          | Call Outs                 | 10.00            |                    |                   |                 |              |
| 5-03          | Standby                   | 4.00             |                    |                   |                 |              |
| 7-00          | HolidayTO, Holiday Wrk    | 1,006.06         |                    |                   |                 |              |
| 8-10          | PD Grant/Contracts        | 16.50            |                    |                   |                 |              |
| 8-00          | Miscellaneous Pay         | 96.00            |                    |                   |                 |              |
| 8-25          | Reserve Active Duty       | 160.00           |                    |                   |                 |              |
| 8-26          | PHE - Public Health Emerg | 118.00           |                    |                   |                 |              |
| 8-27          | Leave of Absence wo Pay   | 17.24            |                    |                   |                 |              |
| 8-28          | PD POPS Programs          | 0.00             |                    |                   |                 |              |
| 9-01          | Comp Time Earned          | 25.20            |                    |                   |                 |              |
| 9-02          | Comp Time Used            | 116.50           |                    |                   |                 |              |
| Grand Totals: |                           | <u>13,563.47</u> |                    | <u>470,357.13</u> |                 | <u>11.60</u> |

**Pay Code Totals - Employee**

| PC   | Title               | Amount     | PC    | Title                        | Amount     | PC    | Title                      | Amount     |
|------|---------------------|------------|-------|------------------------------|------------|-------|----------------------------|------------|
| 1-01 | Regular Pay         | 574,678.66 | 8-16  | Employee Bonus               | 0.00       | 61-02 | HSA7300                    | -9,366.84  |
| 1-03 | Mayor/Trustee       | 2,150.00   | 8-20  | Retro Pay (non-FPPA)         | 0.00       | 61-10 | FSA- Dependent Care        | -2,233.30  |
| 1-04 | Temporary           | 518.00     | 8-25  | Reserve Active Duty          | 0.00       | 61-11 | FSA- Limited Purpose       | -441.66    |
| 1-06 | PD Shift Supervisor | 876.69     | 8-26  | PHE - Public Health Emergenc | 2,635.04   | 61-12 | FSA - Medical              | -2,464.94  |
| 2-00 | Overtime            | 6,532.89   | 8-28  | PD POPS Programs             | 0.00       | 62-00 | Dental Insurance           | -1,044.35  |
| 3-01 | PTO                 | 44,893.53  | 9-02  | Comp Time                    | 2,977.31   | 63-00 | Vision                     | -353.00    |
| 3-05 | PTO Payout          | 1,131.70   | 19-00 | 3rd Party Pay                | 0.00       | 64-97 | Critical Illness Insurance | -810.75    |
| 3-10 | Contract PTO        | 0.00       | 21-01 | Stipend                      | 0.00       | 64-98 | Vol/ADD, Sps,Chld LIFE     | -2,109.10  |
| 4-01 | EIB                 | 1,908.02   | 21-02 | Cell Phone Stipend           | 275.00     | 64-99 | Accident Insurance         | -883.56    |
| 5-01 | Call Outs           | 174.00     | 30-04 | Life Ins > 50k               | 11.60      | 70-01 | Misc Deduction             | 0.00       |
| 5-02 | PD Call Outs        | 182.40     | 50-01 | FPPA 457                     | -2,200.42  | 70-02 | Child Support              | -837.50    |
| 5-03 | Standby             | 114.59     | 50-02 | FPPA PD Pension              | -24,806.57 | 70-03 | Garnishment                | 0.00       |
| 7-01 | Holiday Time Off    | 24,685.19  | 50-03 | FPPA ROTH                    | -710.32    | 70-04 | Equipment                  | -689.60    |
| 7-02 | Holiday Work SW     | 5,068.53   | 51-01 | PERA                         | -38,137.46 | 70-05 | ICMA Loan Payment          | 0.00       |
| 7-03 | Holiday Work NSW    | 375.00     | 51-02 | PERA+457                     | -943.82    | 74-00 | Soc Sec                    | -952.90    |
| 8-01 | Misc Pay            | 0.00       | 51-03 | PERA Life                    | -62.00     | 75-00 | Medicare                   | -9,268.81  |
| 8-02 | Retro Pay           | 2,293.95   | 51-05 | PERA 401k                    | -1,284.52  | 76-00 | FWT                        | -61,456.38 |
| 8-04 | Bereavement         | 1,223.90   | 51-07 | PERA 457 Roth                | -1,023.08  | 77-00 | SWT                        | -21,951.00 |
| 8-06 | Snow Day            | 0.00       | 52-01 | ICMA 401a                    | -250.00    | 79-00 | 3rd Party Medicare         | 0.00       |
| 8-08 | Pd Admin Leave      | 4,761.78   | 52-02 | ICMA 457b-Pre                | -582.78    | 85-00 | Net Pay - check            | 3,826.70   |
| 8-10 | PD Grant            | 1,110.62   | 52-04 | ICMA 457b-Post               | -176.92    | 86-00 | Dir Deposit                | 466,530.43 |
| 8-12 | Jury Duty           | 0.00       | 60-00 | Health Insurance             | -21,287.43 | 89-00 | 3rd Party Net              | 0.00       |
| 8-13 | Military Leave      | 0.00       | 61-01 | HSA3650                      | -1,880.66  |       |                            |            |

**Pay Code Totals - Employer**

| PC    | Title            | Amount    | PC    | Title                      | Amount   | PC    | Title                 | Amount   |
|-------|------------------|-----------|-------|----------------------------|----------|-------|-----------------------|----------|
| 50-02 | FPPA - Polic     | 19,723.19 | 61-02 | HSA7300                    | 6,450.00 | 75-00 | Medicare              | 9,268.81 |
| 51-01 | PERA             | 63,846.59 | 62-00 | Dental Insurance           | 6,428.67 | 91-00 | Long Term Disability  | 2,347.02 |
| 51-04 | PERA AED/SAED    | 590.23    | 63-00 | Vision Insurance           | 969.86   | 92-00 | Short Term Disability | 2,308.46 |
| 52-01 | ICMA 401a        | 0.00      | 64-97 | Critical Illness Insurance | 9.80     | 93-00 | Police Pension        | 6,785.56 |
| 52-02 | ICMA 457b        | 1,914.23  | 64-98 | Vol/ADD, Sps,Chld LIFE     | 15.90    | 94-00 | Basic Life & AD&D     | 1,674.27 |
| 60-00 | Health Insurance | 95,176.53 | 64-99 | Accident Insurance         | 12.39    | 95-01 | Employee Asst Plan    | 684.60   |
| 61-01 | HSA3650          | 2,700.00  | 74-00 | Social Security            | 952.90   | 98-00 | State Unemployment    | 1,352.26 |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total 24/7 Networks, Inc.:                      | 1,668.20   |
| Total 4 RIVERS EQUIPMENT, LLC:                  | 1,745.83   |
| Total ABS CONCRETE INC:                         | 3,325.00   |
| Total ACCESS/ADAMS DATA MANAGEMENT, LLC:        | 162.55     |
| Total ACE HARDWARE OF FIRESTONE:                | 29.98      |
| Total ADAMSON POLICE PRODUCTS:                  | 29.85      |
| Total AIRGAS INC:                               | 203.52     |
| Total ALERUS (CLAIM REIMB):                     | 608.63     |
| Total ALERUS (FEE FUND):                        | 356.70     |
| Total ALERUS (WKLY CARD FUND):                  | 1,260.59   |
| Total AMAZON:                                   | 3,908.72   |
| Total AMERICAN CONSERVATION & BILLING SOLUTION: | 200.00     |
| Total AMERICAN LEAK DETECTION, INC:             | 450.00     |
| Total AMERICAN RAMP COMPANY:                    | 80,000.00  |
| Total ANYTIME FITNESS:                          | 587.50     |
| Total APEX SHREDDING, INC.:                     | 45.00      |
| Total ARKANSAS VALLEY SEED INC:                 | 997.50     |
| Total ASPHALT SPECIALTIES-HENDERSON:            | 611.22     |
| Total AUSMUS LAW FIRM, P.C.:                    | 1,200.00   |
| Total B K TIRE, INC:                            | 1,692.96   |
| Total BAREFOOT RESIDENTIAL LLC:                 | 120.97     |
| Total BASELINE INC:                             | 2,388.00   |
| Total BC INTERIORS:                             | 13,827.07  |
| Total BEACON COMMUNICATIONS LLC:                | 3,102.89   |
| Total BECKER SAFETY AND SUPPLY:                 | 220.00     |
| Total BENEFIT TECHNOLOGY RESOURCES, LLC:        | 231.00     |
| Total BINFORD SUPPLY LLC:                       | 38.31      |
| Total Black Hills Energy:                       | 7,459.37   |
| Total BLASTER BOUNCER DENVER, INC:              | 1,243.00   |
| Total BOHANNAN HUSTON INC:                      | 5,711.25   |
| Total BUTLER SNOW LLP:                          | 772.50     |
| Total C & W TRUCK AND TRAILER, LLC:             | 2,755.88   |
| Total CARROT-TOP INDUSTRIES INC:                | 905.17     |
| Total CENTRAL WELD COUNTY WATER DISTRICT:       | 105.08     |
| Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA: | 123,617.70 |
| Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:  | 49,000.00  |
| Total CENTURY LINK:                             | 671.18     |
| Total CERTIFIED LABORATORIES:                   | 1,716.05   |
| Total CHALLENGE ENTERTAINMENT ENTERPRISES:      | 250.00     |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total CHASE PAYMENTNET:                         | 90,224.72  |
| Total CHECK-IT CODE CONSULTING LLC:             | 1,375.01   |
| Total CHICAGO TITLE (TUFTS):                    | 27.85      |
| Total CINTAS FIRST AID & SAFETY:                | 590.56     |
| Total COLORADO CIVIL GROUP INC.:                | 34,093.00  |
| Total COLORADO COMMUNICATIONS & UTILITY ALLIAN: | 1,100.00   |
| Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON: | 88.00      |
| Total COLORADO MATERIALS, INC:                  | 250.54     |
| Total COMMERCIAL ACCESS SYSTEMS:                | 85.00      |
| Total CUSTOM FENCE & SUPPLY:                    | 2,561.00   |
| Total DANA KEPNER COMPANY INC.:                 | 30,863.42  |
| Total DBC IRRIGATION SUPPLY:                    | 3,710.82   |
| Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:   | 2,160.00   |
| Total DISCOUNT FORKLIFT INC:                    | 61,371.80  |
| Total DITESCO LLC:                              | 34,994.48  |
| Total ELEVATED CLOUD SERVICES LLC:              | 20,435.75  |
| Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:      | 3,266.85   |
| Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:  | 18,877.92  |
| Total Escrow Deposit Refunds:                   | 500.00     |
| Total E-Z EXCAVATING INC:                       | 895,473.43 |
| Total FARIS MACHINERY COMPANY:                  | 927.08     |
| Total FIDELITY NATIONAL TITLE - S DENVER:       | 134.72     |
| Total FIRST AMERICAN TITLE INSURANCE COMPANY-E: | 4.84       |
| Total FISCAL FOCUS PARTNERS, LLC:               | 6,773.45   |
| Total FORCE AMERICA DISTRIBUTING:               | 17.64      |
| Total FORCE SCIENCE, LTD:                       | 365.00     |
| Total FRANSEN PITTMAN GENERAL CONTRACTORS:      | 10,339.00  |
| Total FRED DIEHL CONSULTING:                    | 8,000.00   |
| Total FRONT RANGE COMPLIANCE SERVICE, LLC:      | 139.75     |
| Total FRONTIER BUSINESS PRODUCTS:               | 12.06      |
| Total FRONTIER COMPUTER CORP.:                  | 387.36     |
| Total FUZION FIELD SERVICES LLC:                | 585.00     |
| Total G & G EQUIPMENT INC:                      | 251.94     |
| Total GBSM INC:                                 | 368.75     |
| Total GOODHIRE:                                 | 109.23     |
| Total GRAINGER:                                 | 765.45     |
| Total GRAVES CONSULTING LLC:                    | 1,725.00   |
| Total GREEN GIRL RECYCLING SERVICES:            | 215.00     |
| Total GUARDIAN TITLE-DENVER:                    | 5.41       |

| Name                                           | Total Paid   |
|------------------------------------------------|--------------|
| Total HARDLINE EQUIPMENT LLC:                  | 997.50       |
| Total HAYASHI & MACSALKA, LLC:                 | 15,410.50    |
| Total HEI CIVIL:                               | 47,476.96    |
| Total HERITAGE TITLE - TUFTS:                  | 13.83        |
| Total HIGH PLAINS RACEWAY:                     | 1,000.00     |
| Total HYDRANT METER REFUNDS:                   | 2,464.16     |
| Total INTEGRATED WATER SERVICES, INC:          | 1,288,419.46 |
| Total INTERNATIONAL ASSOC ARSON INVESTIGATORS: | 325.00       |
| Total INTERSTATE FORD:                         | 1,486.11     |
| Total INTERSTATE RENTAL & SALES INC:           | 198.36       |
| Total J&R ELECTRIC INC:                        | 250.00       |
| Total JC UTILITY SERVICES:                     | 15,278.00    |
| Total JOHNSON AUTO PLAZA:                      | 235.45       |
| Total JONES, STEPHEN:                          | 1,100.00     |
| Total KATHLEEN A. OATIS:                       | 1,250.00     |
| Total KB HOME COLORADO INC:                    | 17,160.87    |
| Total KG CLEAN INC:                            | 11,000.56    |
| Total KIMBALL MIDWEST:                         | 2,229.34     |
| Total KING CHEVROLET BUICK GMC:                | 868.77       |
| Total KINSCO, LLC:                             | 2,296.39     |
| Total KISSINGER & FELLMAN P.C.:                | 892.00       |
| Total KRISTA LYNN KUHN:                        | 400.00       |
| Total L G EVERIST INC:                         | 1,677.90     |
| Total L. L. JOHNSON DISTRIBUTING CO.:          | 217.39       |
| Total LAND TITLE-DENVER-2:                     | 110.14       |
| Total LAND TITLE-LONGMONT:                     | 41.21        |
| Total LENNAR COLORADO:                         | 491.22       |
| Total LEONARD RICE ENGINEERS, INC:             | 48,326.30    |
| Total LITTLE THOMPSON WATER DISTRICT:          | 146.62       |
| Total LONGMONT HUMANE SOCIETY:                 | 1,225.00     |
| Total MAC EQUIPMENT INC LONGMONT:              | 583.13       |
| Total MAIN STREET MAT COMPANY, INC:            | 574.24       |
| Total MARINI DIESEL INC:                       | 444.14       |
| Total MARTIN MARIETTA MATERIALS INC:           | 1,635.53     |
| Total MCCI, LLC:                               | 3,838.37     |
| Total MCGRANE WATER ENGINEERING, LLC:          | 21,553.75    |
| Total MCI:                                     | 52.98        |
| Total MILLER GROUNDWATER ENGINEERING, LLC:     | 3,760.00     |
| Total MISC VENDOR:                             | 10,236.25    |



| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total MSM PUBLIC SAFETY:                        | 160.90     |
| Total MTECH MECHANICAL TECHNOLOGIES GROUP:      | 1,534.75   |
| Total MUTUAL OF OMAHA INSURANCE CO:             | 9,178.16   |
| Total NASRO:                                    | 1,000.00   |
| Total NCSI:                                     | 142.50     |
| Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR: | .00        |
| Total O.J. WATSON COMPANY, INC.:                | 5,849.00   |
| Total ODP BUSINESS SOLUTIONS LLC:               | 548.50     |
| Total ONLINE SOLUTIONS LLC:                     | 77,000.00  |
| Total O'REILLY AUTO PARTS:                      | 466.31     |
| Total PAWNEE BUTTES SEED INC:                   | 20,000.00  |
| Total PERFORMANCE EQUIPMENT SERVICE:            | 4,810.50   |
| Total PITNEY BOWES PURCHASE POWER:              | 1,005.00   |
| Total PUREWATER DYNAMICS, INC:                  | 438.24     |
| Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:      | 100.00     |
| Total RICHDELL CONSTRUCTION INC:                | 11,527.30  |
| Total RICHMOND AMERICAN HOMES:                  | 273.80     |
| Total RIPTIDE CAR & PET WASH:                   | 578.25     |
| Total SAFE BUILT COLORADO INC:                  | 20,983.00  |
| Total SAFETY AND CONSTRUCTION SUPPLY INC:       | 3,562.42   |
| Total SIMPLIFILE:                               | 40.50      |
| Total SOUNDS OF THE ROCKIES ENTERTAINMENT:      | 475.00     |
| Total STANTEC CONSULTING SERVICES INC:          | 952.19     |
| Total STEVE BALCEROVICH:                        | 1,250.00   |
| Total STEWART TITLE-GREELEY:                    | 41.28      |
| Total SYMBOL ARTS:                              | 797.50     |
| Total TEST GAUGE INC - CO:                      | 272.29     |
| Total TIMBER LINE ELECTRIC & CONTROL CORP:      | 9,628.00   |
| Total TISCHLERBISE INC:                         | 6,238.00   |
| Total TLTC DISTRIBUTING LLC:                    | 398.00     |
| Total TRANSWEST TRUCK TRAILER RV:               | 59.73      |
| Total UMB BANK, NA:                             | 2,250.00   |
| Total UME CUSTOM EMBROIDERY:                    | 928.44     |
| Total UNITED POWER-BRIGHTON:                    | 3,151.24   |
| Total UNIVERSITY AUTO PARTS, INC:               | 3,430.85   |
| Total UTILITY NOTIFICATION CENTER OF COLORADO:  | 642.20     |
| Total UTILITY REFUNDS -1:                       | 80.67      |
| Total VECTOR DISEASE CONTROL INTERNATIONAL LLC: | 16,600.00  |
| Total VELOCITY POWER LLC:                       | 644.00     |

| Name                                            | Total Paid   |
|-------------------------------------------------|--------------|
| Total VIA MOBILITY SERVICES:                    | 5,040.00     |
| Total VISION SERVICE PLAN - VSP:                | .00          |
| Total WAGNER EQUIPMENT CO.:                     | 277.78       |
| Total WAGNER WELDING SUPPLY CO.:                | 8.68         |
| Total WEAR PARTS & EQUIP CO. INC:               | 12,919.30    |
| Total WELD COUNTY CLERK & RECORDER:             | 603.75       |
| Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI: | 4,750.00     |
| Total WELD COUNTY SHERIFFS OFFICE:              | 200.00       |
| Total WESTERN PAPER DISTRIBUTORS:               | 868.24       |
| Total WESTWATER RESEARCH, LLC:                  | 10,000.00    |
| Total WEX BANK:                                 | 19,077.46    |
| Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO: | 679.92       |
| Total WILSON WILLIAMS, LLP:                     | 1,420.00     |
| Total WORKWELL OCCUPATIONAL MEDICINE LLC:       | 493.44       |
| Total XPRESS BILL PAY / XPRESS SOLUTIONS:       | 2,214.68     |
| Grand Totals:                                   | 3,317,655.20 |

| Name                                  | Total Paid |
|---------------------------------------|------------|
| <b>MISC VENDOR</b>                    |            |
| Total ALLIANCE ROOFING HOLDINGS INC:  | 100.00     |
| Total CARMONA'S BROTHERS LANDSCAPING: | 50.00      |
| Total DAVE ARCH PLUMBING:             | 100.00     |
| Total DUN-RITE HOME IMPROVEMENTS:     | 100.00     |
| Total FRONT RANGE ROOFING SYSTEM LLC: | 9,636.25   |
| Total JD PLUMBING CONSTRUCTION INC:   | 50.00      |
| Total LINCO ENTERPRISES:              | 100.00     |
| Total SUNRUN INSTALLATION SERVICES:   | 100.00     |
| Grand Totals:                         | 10,236.25  |