FIRESTONE COLORADO

BOARD OF TRUSTEES

REGULAR MEETING AGENDA

November 9, 2022
6:30 PM
9900 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:00 PM IN THE TRAINING ROOM

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

REGULAR MEETING 6:30 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 October 26, 2022 Board of Trustees Meeting Minutes

   b. **Resolution 22-124:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE LASERFICHE EXPANSION ORDER ADDENDUM NO. 12 TO THE MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC

   c. **Resolution 22-122**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR SETTLERS PARK

   d. **Resolution 22-118:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.

   e. **Resolution 22-120**: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT RE-1J REGARDING A JOINT SCHOOL RESOURCE OFFICER PROGRAM.

* 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.

6. Proclamation

a. Proclamation Recognizing November 2022 as National American Indian Heritage Month

7. Presentation

a. Check to Santa's Cops

b. Welcome Back from Deployment - Officer Mike Ream

8. Land Development

a. **PUBLIC HEARING: Resolution 22-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE A SENIOR FACILITY ON REAL PROPERTY LOCATED AT 151 GRANT AVENUE, WITHIN THE TOWN OF FIRESTONE

9. Discussion/Action

a. **Resolution 22-119**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE, THE TOWN OF FREDERICK, THE CITY OF DACONO, AND THE TOWN OF MEAD FOR A CARBON VALLEY MEAD SHARED VICTIM ASSISTANCE UNIT.

b. **Ordinance 1021:** AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2022; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM.

c. **Resolution 22-123:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWN'S PUBLIC WORKS DEPARTMENT

d. Cancel November 23, 2022 and December 28, 2022 Board of Trustees Meeting

e. 2023 Budget Review

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

11. Reports

a. Staff

11.a.i. 3rd Quarter Financial Update

b. Mayor

c. Trustees

12. Executive Session

a. Pursuant to Colorado Revised Statutes section 24-6-402(4)(a), for the potential purchase or acquisition of water rights, and pursuant to Colorado Revised Statutes section 24-6-402(4)(e)(I), for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding water resources.

13. Adjournment

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

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

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 5.a **Consent Agenda** **Meeting Date:** November 9, 2022 **Initiated By:** Miriam Luna Gonzalez **Dept:** Town Clerk

AGENDA TITLE
Approval of October 26, 2022 Board of Trustees Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION
Approval of October 26, 2022 Board of Trustees Minutes

ALTERNATIVES

ATTACHMENTS
1. 10-26-2022 Board of Trustee Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
October 26, 2022

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on October 26, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:31 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- **Excused**
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; Michelle Dollmaier, Senior Planner; Miriam Luna Gonzalez, Assistant to the Town Clerk's Office; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Conyac, **second** by Trustee Jimenez, Approval of the Agenda, All in Favor, **Motion carried**.

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

Lou Matthews, a Firestone resident, gave public comment in regard to concerns about the water rate increase.

Becky Duckworth, a Firestone resident, gave public comment in regard to concerns about the fiscal year 2023 budget expenses.

Bobby Matthews, a Firestone resident, gave public comments regarding concerns about the water rate increase.

Matthew Longley, a Firestone resident, gave public comment in regard to the park and recreation center design set out in the budget. He also provided concerns about the water rate increase.

5. Consent Agenda

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

a. Approval of October 12, 2022 BOT Regular Meeting Minutes

b. <u>**Resolution 22-112:**</u> A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

6. Presentation

a. Introduce Newly Promoted Sergeant

7. Land Development

a. <u>**Resolution 22-113:**</u> A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE

Motion by Tustee Jimenez, **second** by Trustee Conyac, to Approve <u>**Resolution 22-113:**</u> A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE
Roll Call Vote:
Yes: Trustee Conyac, Trustee Jimenez, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried.

b. TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN - PRELIMINARY PLANNING PUBLIC ENGAGEMENT SUMMARY

Michelle Dollmaier, Senior Planner, gave an overview of the Preliminary Planning Public Engagement Summary Master plan.

c. **Resolution 22-114:** 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 PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

Motion by Trustee Conyac, **second** by Trustee Jimenez, to Approve **Resolution 22-114:** 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 PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN
Roll Call Vote:
Yes: Trustee Conyac, Trustee Jimenez, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried.

8. **Discussion/Action**

a. **PUBLIC HEARING: Resolution 22-97**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLINING PARTICIPATION IN THE COLORADO FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM

Mayor Peterson opened the public hearing for Resolution 22-97 at 7:34 PM.

Jan Sloat, Director of Human Resources, presented the Colorado Family and Medical Leave Insurance Program.

There was no one present that wished to give public comment.

Mayor Peterson closed the public hearing at 7:45 PM.

Motion by Trustee Jimenez, **second** by Trustee Sharp, to Approve **PUBLIC HEARING: Resolution 22-97**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLINING PARTICIPATION IN THE COLORADO FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM
Roll Call Vote:
Yes: Trustee Conyac, Trustee Jimenez, Trustee Sharp
No: Trustee Holcomb
Abstain: None
Motion carried.

b. **Resolution 22-115:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RAFTELIS FINANCIAL CONSULTANTS, INC FOR PROFESSIONAL SERVICES.

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **Resolution 22-115:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND

RAFTELIS FINANCIAL CONSULTANTS, INC FOR PROFESSIONAL SERVICES.
Roll Call Vote:
Yes: Trustee Conyac, Trustee Jimenez, Trustee Sharp
No: Trustee Holcomb
Abstain: None
Motion carried.

c. **Resolution 22-116**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE AMENDMENT TO THE NATIVE WATER DEDICATION AGREEMENT AND ADDENDUM BETWEEN THE TOWN OF FIRESTONE AND CK H2O VENTURES LLC A COLORADO LIMITED LIABILITY COMPANY, MILLRACE RESOURCES LLC A COLORADO LIMITED LIABILITY COMPANY AND FRONTIER VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY

Motion by Trustee Jimenez, **second** by Trustee Conyac, to Approve **Resolution 22-116**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE AMENDMENT TO THE NATIVE WATER DEDICATION AGREEMENT AND ADDENDUM BETWEEN THE TOWN OF FIRESTONE AND CK H2O VENTURES LLC A COLORADO LIMITED LIABILITY COMPANY, MILLRACE RESOURCES LLC A COLORADO LIMITED LIABILITY COMPANY AND FRONTIER VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY
Roll Call Vote:
Yes: Trustee Conyac, Trustee Jimenez, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried.

d. **Resolution 22-117:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **Resolution 22-117:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES
Roll Call Vote:
Yes: Don Conyac, Frank Jimenez, Trustee Sharp
No: Matt Holcomb
Abstain: None
Motion carried

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

High school students made a public comment

Cassey Matthews, Julian Moller, and Rachel Smith, Jr's at Frederick Highschool, came to the board meeting to observe and take notes for their Government AP Class.

Bobby Matthews, a Firestone resident, gave public comment regarding the water rate increase.

10. Reports

a. Staff

10.a.i. September Monthly Financial Reports

b. Mayor

c. Trustees

Trustee Conyac requested that staff create a presentation regarding the Town's water expenses and revenues for residents.

11. Adjournment

Motion by Trustee Jimenez, **second** by Trustee Conyac, to Adjourn at 9:37 PM, All in Favor, **Motion carried**.

Introduced and Approved the 9 of November 2022.

TOWN OF FIRESTONE, COLORADO

____
Drew Peterson, Mayor

ATTEST

____
Miriam Luna Gonzalez, Assist. Town Clerk

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 5.b **Consent Agenda** **Meeting Date:** November 9, 2022 **Initiated By:** Ivy Pitts **Dept:** Administration

AGENDA TITLE

Resolution 22-124: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE LASERFICHE EXPANSION ORDER ADDENDUM NO. 12 TO THE MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC

SUMMARY

The Town currently utilizes the Laserfiche system to securely store and manage electronic records and recently deployed Citizenserve software to manage permits and other activities within Planning and Development. Integration between these two systems will allow the output of documents produced in Citizenserve to go directly into the Town's Laserfiche system, resulting in increased records management efficiency and consistency.

The integration agreement includes the required software, web subscriptions, and professional services costs related to creating an automated filing workflow process.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

ALTERNATIVES

Postpone until 2023

ATTACHMENTS

1. MCCi Expansion Agmt Res
2. MCCI_Agreement 16458_Addendum 12_20221025

FINANCIAL CONSIDERATIONS

The one-time implementation fee is $46,066.
The recurring support/subscription fee of $5,402 is to be billed annually starting in 2023.

RESOLUTION NO. 22-124

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE LASERFICHE EXPANSION ORDER ADDENDUM NO. 12 TO THE MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC

WHEREAS, the Town of Firestone ("Town") is in need of expanding its records management software to integrate the Town's Laserfiche System with its Citizenserve software; and

WHEREAS, the Town's current records management software provider MCCi LLC is in accordance with its Master Services Agreement able to provide such service in an efficient and cost effective manner.

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

The Laserfiche Expansion Order Addendum No. 12 to the Master Services Agreement between the Town of Firestone and MCCi LLC 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:

____
Miriam Luna Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

ADDENDUM NO. 12 TO MASTER SERVICES AGREEMENT NO. 16458

LASERFICHE EXPANSION ORDER

Pursuant to Master Services Agreement No. 16458 ("**Agreement**"):

This Laserfiche Expansion Order, designated as Addendum No. 12 is entered into as of ________________, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 12 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**TOWN OF FIRESTONE ("Client")**
Signed: ________________________	Signed: _________________________
Name: _________________________	Name: __________________________
Title: __________________________	Title: ___________________________
Date: __________________________	Date: ___________________________

PRICING: LASERFICHE EXPANSION

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Ivy Pitts
ipitts@firestoneco.gov
cc AP Contact: ipitts@firestoneco.gov

Client Name: Town of Firestone
Client Address: PO Box 100, Firestone, CO 80520
Quote Number: 25557
Order Type: Expansion

Quote Date: October 24, 2022

Product Description:	***Qty.***	***Unit Cost***	***Total***
CONTENT SERVICES SOFTWARE LICENSING FOR AVANTE			
☑ Laserfiche Avante Named Full User with Web Access	1	$600.00	$600.00
☑ Laserfiche Avante Standard Audit Trail	1	$75.00	$75.00
☑ Laserfiche Avante Forms Professional	1	$50.00	$50.00
Laserfiche Software Subtotal			***$725.00***

GRAND TOTAL - ONE-TIME SOFTWARE	***$725.00***

Product Description:	***Qty.***	***Unit Cost***	***Annual Total***
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC			
☑ Laserfiche Avante Named Full User with Web Access	1	$126.00	$126.00
☑ Laserfiche Avante Standard Audit Trail	1	$15.75	$15.75
☑ Laserfiche Avante Forms Professional	1	$10.50	$10.50
Laserfiche Annual Recurring Software Support Subtotal			***$152.25***
MCCi ANNUAL SUBSCRIPTION			
☑ Common Web Service API by MCCi	1	$5,250.00	$5,250.00
MCCi Annual Recurring Subscription Subtotal			***$5,250.00***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$5,402.25***

Service Description:	***Qty.***	***Unit Cost***	***Total***
MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK			
☑ Deployment of CWS API and Configuration with CitizenServe *Please see Exhibit A for a detailed Statement of Work (SOW).*	1	$42,375.00	$42,375.00

	Professional Services Subtotal	***$42,375.00***
☑	***Service Level Agreement Client Discount***	($4,237.50)
	GRAND TOTAL - ONE-TIME SERVICES	***$38,137.50***
☑	***Laserfiche Recurring Annual Support Proration for 16 Months***	$50.75
☑	***MCCi Subscription Proration for 16 Months***	$1,750.00
	TOTAL LASERFICHE PROJECT COST	***$46,065.50***

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) is such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

Exhibit A
Statement of Work

Town of Firestone

Deployment of CWS API and Configuration with CitizenServe

Issued: October 25, 2022
Valid for 30 days

Transform the way you work.

TABLE OF CONTENTS

STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client currently has deployed a Laserfiche Avante system and is in the process of deploying CitizenServe permitting software. The Client has expressed a need to have their CitizenServe system output documents and metadata and have that information stored within their Laserfiche System. This will allow for content to be stored securely as well as governed by the retention policies in Laserfiche.

PROJECT OBJECTIVES

- Project Kickoff and Staging
- MCCi will deliver a Filing Workflow Process for automation of up to twenty (20) document types sent from CitizenServe to Laserfiche via the CWS API
- MCCi will deliver the MCCi Common Web Service Application Programming Interface (CWS API) for facilitating the integration between CitizenServe and Laserfiche
- City will have one ENDPOINT to send up to twenty (20) document types with up to ten (10) unique pieces of information per document type from CitizenServe to Laserfiche.
- Solution Handoff and Project Closeout

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Deployment of CWS API and Configuration with CitizenServe	TBD	Mike Collier

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Nathan Whicker	Solutions Architect	nwhicker@mccinnovations.com	800-342-2633 ext. 1564

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Ivy Pitts	Administrative Operations Coordinator	ipitts@FirestoneCO.gov	(303) 531-6283

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Ivy Pitts	Administrative Operations Coordinator	ipitts@FirestoneCO.gov	(303) 531-6283
Eric DeBolt	Information Technology Manager	EDeBolt@FirestoneCO.gov	(303) 531-6287

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff and Staging	**Project Kickoff**: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. **Remote Access Set Up for MCCi Project Team**: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols
#2: Creation and Implementation of Filing Workflow Process for Documents received from CitizenServe	MCCi while remotely accessing the Client's system will create and deploy a Filing Workflow process for documents received by the CitizenServe Integration. The Filing Workflow will be configured for up to 20 document types and will allow for the reception of documents via the integration, standardizing of document naming conventions, indexing provided from CitizenServe, routing to and creation of appropriate folder structure, and root level security.
#3: Create Detail Design Document for Integration with CitizenServe Utilizing the MCCI CWSAPI	MCCi will work with Client and Client's CitizenServe technical resource to create a detailed design document for Laserfiche and CitizenServe to integrate in the following way: ▪ CitizenServe will send a batch of documents and metadata at the end of the CitizenServe workflow to an ENDPOINT that MCCi will setup using the CWSAPI. The documents will be in PDF form and the following example was given by CitizenServe: *"the end point URL and the parameters (metadata) uploaded along with the file content http://123.123.123.12/CitizenserveLaserfiche/api/Import?* *Address=13581 BELLE TAINE WAY ROGERS MN 55374* *StreetNumber=13581* *AddressStreetName=BELLE TAINE* *FileType=Permitting* *StreetName=BELLE TAINE WAY* *PermitType=Residential Building Permit* *PermitNumber=RB20-000218* *PermitSubType=Residential Finished Basement"* ▪ CitizenServe will be responsible for writing the custom action to send up to twenty (20) document types and up to ten (10) unique pieces of metadata per document type to Laserfiche. The metadata will be mapped to fields within Laserfiche and the data must contain a "CitizenServe Document ID". MCCI will provide the ENDPOINT and documentation on MCCi CWSAPI that CitizenServe can pass parameters and PDF documents to. ▪ MCCi will create a business process for record destruction that completes the following: ▪ Weekly search repository for all records eligible for disposition AND have a field that is not empty for "CitizenServe Doc ID". Workflow will place a hold on

	that record and/or folder with reason "Review for Disposition" on the search results. ▪ E-mail notification sent to records manager with a search link to display all items on hold with reason "Review for Disposition" assigned. ▪ Records Manager will approve records for disposition by removing the hold. ▪ Once the hold has been removed from the document the, Laserfiche Workflow will send a RESTFUL call to CitizenServe with Document ID. CitizenServe technical team will write a custom activity within their software to delete the document with that ID. ▪ Laserfiche will then perform the final disposition on the record/folder. ***Note:*** *CitizenServe will provide MCCi with the exact API call required by CitizenServe.* Client will sign-off on the Detailed Design Document before moving forward to Milestone #4.
#4: Configure Integration with Citizen Server to Design Details Created in Milestone #3	MCCi system engineers will configure the necessary components to complete the MCCi portion of the CitizenServe integration designed in milestone #3.
#4: Client Testing	Client Testing Team will execute User Acceptance Testing ("UAT"). Client is responsible for fully testing configurations prior to going live.
#6: System Handoff	Client will go live with the system.
#7: 30-Day Post-Implementation Configuration Assistance	MCCi Project Team will continue to be available for 30-days [or Not to Exceed 10 hours] after System Handoff. This time should be leveraged by Client for minor modifications, assistance with deployment, strategy meetings, etc.

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for Installing and configuring Failover Clusters or Load Balancing
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi will not configure any Retention Policies or Laserfiche RME configurations as a part of this project.
- MCCi will not configure anything within the CitizenServe environment.
- MCCi is not responsible for anything not expressly included in this SOW.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail.
- MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
- Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
- Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business,

technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access can result in a Change Order increasing the cost to the Client and the timeline of the project.
- Client will license the CWS API and one additional Laserfiche Full Named User to be utilized by the API prior to the CWS API deployment.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

DEVELOPMENT

- The MCCi Common Web Service for Laserfiche API (CWSAPI), if provided, is delivered "as-is". MCCi may advise how to make functional calls to the web service. New functions or changes to existing functions are not included in the scope of this project. Use of the CWSAPI requires appropriate Laserfiche user licensing through named users or a Laserfiche keyed integrator license .

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ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEM ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

DEVELOPER

Responsible for the design, development, coding, testing, and debugging of applications.

BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Achievement of the Milestone(s) Below	Invoice Amount
Kick Off	$3,813.75
Progress Bill 1	$9,534.38
Progress Bill 2	$9,534.38
Progress Bill 3	$9,534.38
Project Close - Final Acceptance	$5,720.61
Total:	**$38,137.50**

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a prorated share of the uncompleted milestone(s) for services actually performed through the date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

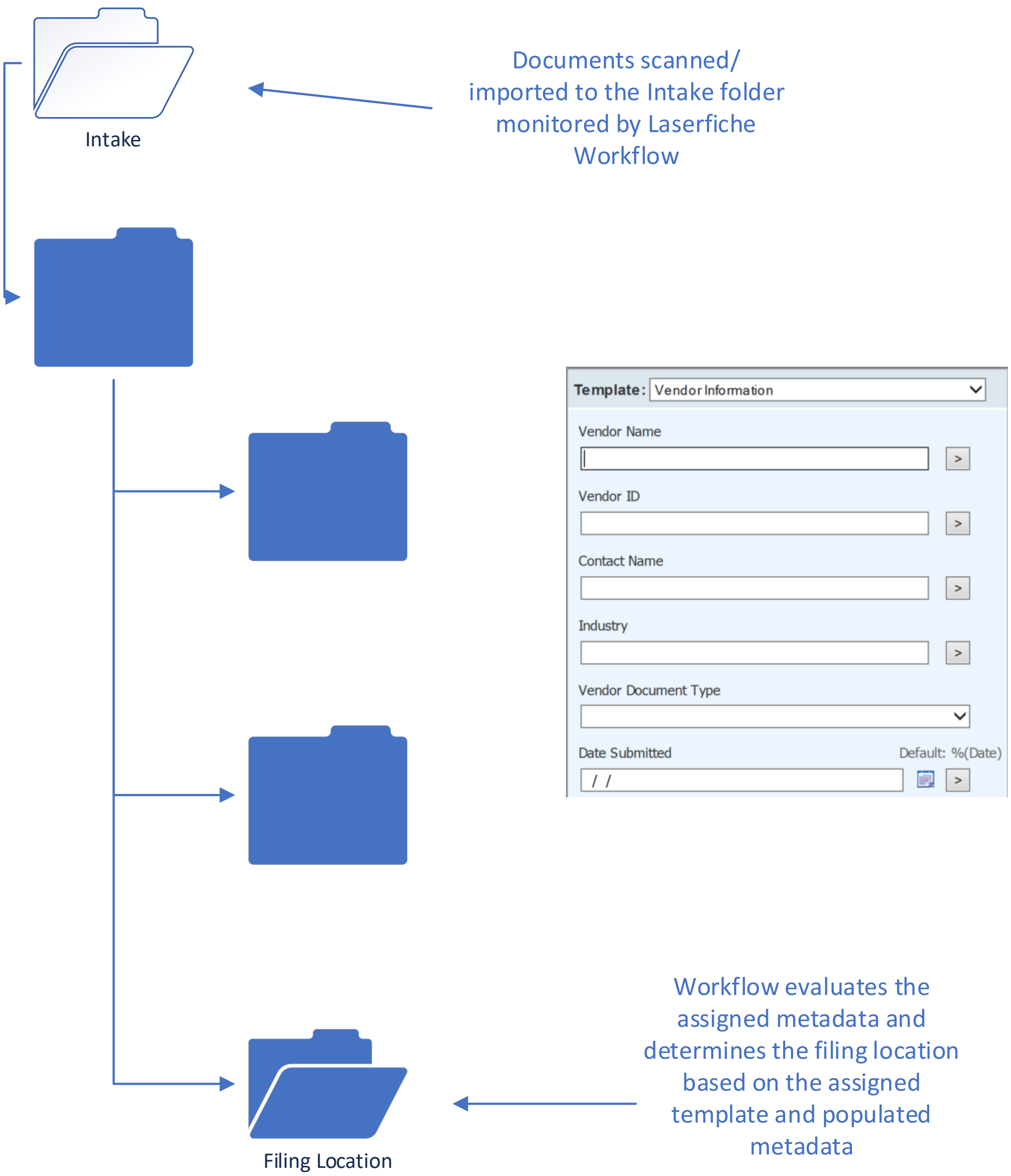
ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

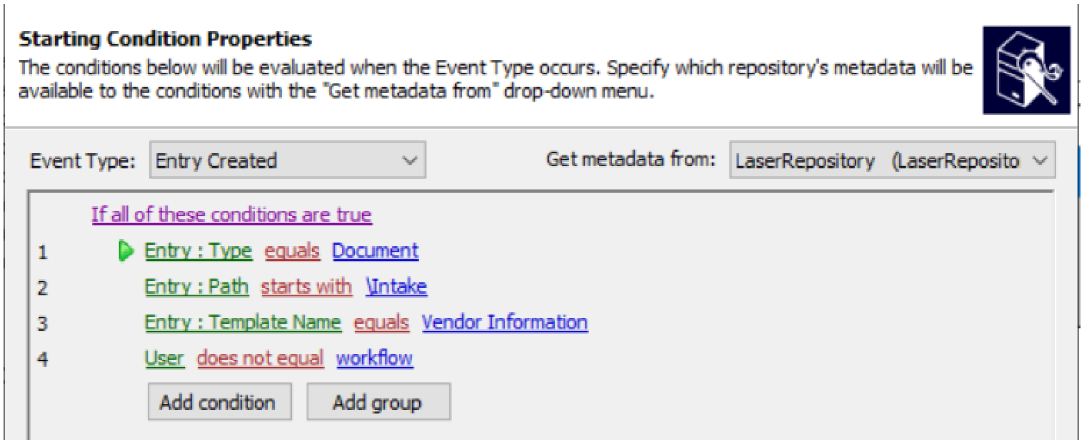
NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

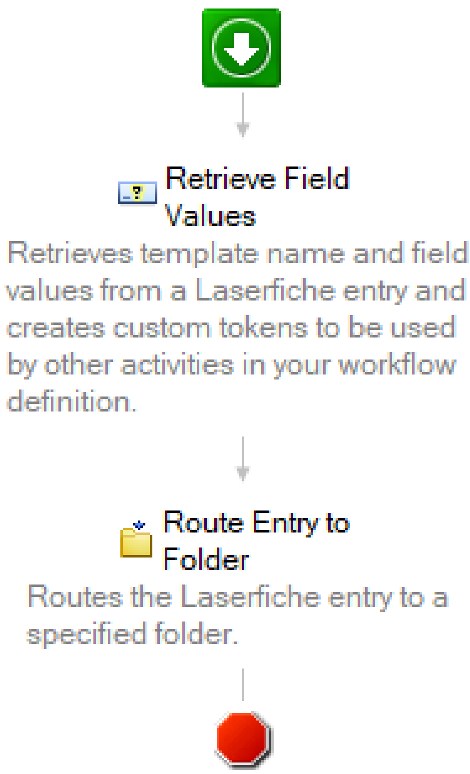
ITEM #1 – FILING WORKFLOW EXAMPLE

Below is an example of a Filing Workflow configuration. A Filing Workflow is a configuration definition configured within a Laserfiche environment to facilitate the standardization of filing protocols for documents stored in Laserfiche. The solution is configured to standardize the file naming, metadata assignment, and storage location of documents. The example below highlights how the definition will be configured within Workflow as well as how the documents when created in Laserfiche will be filed based on the Workflow rule.



The screenshots below show the areas within Laserfiche Workflow where the process definition is configured. The starting rule (first screenshot) defines what parameters are used to initialize the process. The flow diagram (second screenshot) shows the actions the system will execute once the Workflow initializes.





AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 5.c **Consent Agenda** **Meeting Date:** November 9, 2022 **Initiated By:** Julie Pasillas **Dept:** Public Works

AGENDA TITLE

Resolution 22-122: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR SETTLERS PARK

SUMMARY

Public Works Park Division Staff recommends approval of Resolution 22-122, authorizing the purchase of replacement park lights at Settlers Park. Currently, more than half the lights at Settlers Park are no longer working, due to the glass being broken out of the fixtures over the years and moisture damaging the fixtures. The remaining lights that are working are metal halide bulbs which are hard to find and costly to replace. The current fixtures were installed when the park was constructed in 2004 and the bulbs are considered inefficient compared to the LED bulbs produced today. The replacement park lights will be LED fixture heads that are compatible with the existing light poles. The look of the fixtures is similar to the existing fixtures. The only major difference is they are open-air fixtures and have no lenses. That should help to reduce the desire to throw rocks at the lights to break the glass. Having no lenses, the fixtures are designed and constructed for outdoor use.

HISTORY AND PREVIOUS BOARD ACTION

None at this time.

RECOMMENDATION

Staff recommends that the Board approve Resolution 22-122, a resolution approving purchases of replacement park lights at Settlers Park for the Public Works Department.

ALTERNATIVES

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

ATTACHMENTS

1. Res 22-122 Settlers Park Replacement Park Lights Purchase for Public Works

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed $27,500.00. Sufficient funds are available in the General Fund-Parks repair and maintenance account.

RESOLUTION NO. 22-122

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR SETTLERS PARK

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone's Board of Trustees include the power to control the finances of the Town, appropriate money for municipal purposes, and provide for payment of municipal expenses; and

WHEREAS, the Public Works Department ("PWD") has determined for the safety of the public and use of Settlers Park it is necessary to replace the Park's lights as half of the lights are either broken or burnt out; and

WHEREAS, PWD requested quotes and Mountain States Lighting LLC was the only respondent and PWD will replace all the lights with LED lights for the cost of $27,500.00, which staff deems is a reasonable price; and

WHEREAS, PWD has funds appropriated for such expenditure; and

WHEREAS, the Board of Trustees finds that the purchase of such replacement park lights is in the best interest of the Town.

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

Section 1. The Board of Trustees hereby approves the Public Works Department's purchase of the lights for Settlers Park as set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 9th day of November 2022.

TOWN OF FIRESTONE, COLORADO

____
Drew Alan Peterson, Mayor

ATTEST:

____
Miriam Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 5.d **Consent Agenda** **Meeting Date:** November 9, 2022 **Initiated By:** David Angelo **Dept:** Police

AGENDA TITLE

Resolution 22-118: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.

SUMMARY

THE TOWN, THE SCHOOL, AND THE COMMUNITY ARE SIGNIFICANTLY IMPACTED BY THE DEMANDS PLACED UPON THEM TO ADDRESS INCIDENTS AND SITUATIONS DIRECTLY OR INDIRECTLY RELATED TO JUVENILES AND THE SCHOOLS REGARDING PROBLEMS OF DELINQUENCY, ALCOHOL AND SUBSTANCE ABUSE, GANG INVOLVEMENT, AND OTHER YOUTH-RELATED PROBLEMS WHICH NEGATIVELY AFFECT THE COMMUNITY AND THE SCHOOLS. THIS CAN BEST BE ADDRESSED IN A PROACTIVE AND PREVENTATIVE MANNER.

HISTORY AND PREVIOUS BOARD ACTION

THE BOARD HAS PREVIOUSLY APPROVED THIS SCHOOL RESOURCE OFFICER (SRO) PROGRAM BETWEEN THE TOWN AND FIRESTONE CHARTER ACADEMY. THIS RESOLUTION UPDATES THE 2022-2023 SALARY AND BENEFITS OF THE SRO.

RECOMMENDATION

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY FOR A SCHOOL RESOURCE OFFICER PROGRAM.

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-118
2. Firestone SRO Contract 22-23 Draft

FINANCIAL CONSIDERATIONS

THE SRO SHALL BE A REGULAR EMPLOYEE AND CERTIFIED PEACE OFFICER OF THE TOWN AND WILL BE SUBJECT TO THE ORDINANCES, POLICIES, PROCEDURES, RULES, REGULATIONS, DIRECTIVES, AND ORDERS OF THE TOWN. THE SRO ALSO WILL COMPLY WITH THE POLICIES AND REGULATIONS OF THE SCHOOL BUT NOT TO CONFLICT WITH THOSE OF THE TOWN. THE SCHOOL AGREES TO PAY $46,184.15 TO THE TOWN, WHICH IS EQUAL TO ONE-HALF OF THE SRO'S ANNUAL SALARY PRORATED FOR NINE (9) MONTH SCHOOL PERIOD AND WHICH SUCH AMOUNT IS PAYABLE NOT MORE THAN 30 DAYS AFTER THIS AGREEMENT HAS BEEN EXECUTED.

RESOLUTION NO. 22-118

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY

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

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

WHEREAS, to address these concerns the Town of Firestone and Firestone Charter Academy desire to establish a School Resource Officer Program which provides a school-based approach to establish a positive relationship between students and law enforcement and the prevention of delinquency, alcohol, substance abuse, and other issues by the community's youth.

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

The School Resource Officer Program between the Town of Firestone and the Firestone Charter Academy 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 October 2022.

TOWN OF FIRESTONE, COLORADO

____
Drew Alan Peterson, Mayor

ATTEST: APPROVED AS TO FORM:

____
Miriam Gonzalez, Acting Town Clerk

____
William P. Hayashi, Town Attorney

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

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

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

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

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

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

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

I.
SCOPE OF SERVICES

A. The Town shall provide a School Resource Officer ("SRO") who shall be assigned to work with the administration, faculty, and students of the School, and may perform functions including, but not limited to, the following:

1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.

2. Conduct or assist in the investigation of offenses on campus.

3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the schools.

4. As requested by Schools' staff, provide instructional resources for classroom presentations, as time permits.

5. Enforce state statutes and municipal codes as appropriate.

6. Appear in court and assist in prosecution and other judicial processes as appropriate.

7. Assist in the coordination of efforts of other enforcement agencies on the School's campuses.

8. Provide visible presence on the School's campuses.

9. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other School grounds.

10. Attend School-related functions during normal classroom hours. The SRO may be asked to adjust their hours from time to time to attend social events such as school dances and sporting events, etc. This type of adjustment is generally reserved for the Middle School. Such service will not replace security and off-duty work already in place.

11. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents.

12. Provide a monthly report of activities to the School Security Director.

II. PROGRAM ADMINISTRATION

A. **Employment**. The SRO shall be a regular employee and certified peace officer of the Town. The SRO will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Town. The SRO also will comply with the policies and regulations of the School, to the extent that such policies and regulations are not in conflict with those of the Town; are not in conflict with other terms contained herein or with direction of the Town; and are not in conflict with federal, state or Town laws.

B. **Salary and Benefits**. The SRO will receive salary and benefits and regulation issued equipment and supplies from the Town. The School Resource Officer Program at FCA is funded by the Town and the School. The School agrees to pay **$46,184.15** to the Town, which such amount is equal to one-half of the SRO's annual salary prorated for a nine (9) month school period and which such amount is payable not more than 30 days after this Agreement has been executed.

C. **Schedule**. The SRO will work a schedule that is established pursuant to and consistent with Town's policies and procedures, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the School is in session, the SRO unless otherwise excused will be on site for the entire School calendar day. In the event of an emergency, as determined solely by the Town, the SRO may be required to leave the School.

D. **Supervision**. The SRO's supervisor will be responsible for maintaining contact with the School's principal, administration, and management staff. The SRO will work closely with School administrators and faculty to determine the most effective use of the SRO's time and expertise, but shall not be subject to the supervision or direction by the School, its officers, agents, or employees.

E. **Performance Appraisal**. The SRO's supervisor will accept input from the Schools' principal or their designees regarding the SRO's performance.

F. **Vehicle; Facilities**. As necessary to the duties of the position, and subject to availability, the SRO will be provided on-duty use of a Town vehicle. The School shall provide the SRO with access to office facilities at the School appropriate to the conduct of their on-site duties.

G. **Liability Coverage**. The Town and the School shall exchange evidence of insurance showing general liability coverage for the School and general liability and law enforcement liability coverages for the Town in at least the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Such evidence shall be approved by each recipient, through respectively, the Town's Town Manager and School's Principal, prior to the commencement of this Agreement.

H. **Termination**. This Agreement may be terminated without cause by either party upon 30 days' written notice. Upon termination, any funds provided by the School shall be prorated and returned to the School. Notice shall be given to the Town's Chief of Police or the School's Principal as appropriate.

I. **Entire Agreement**. This Agreement contains the entire agreement of the parties. Amendments of this Agreement may be made only in writing and signed by the parties.

J. **Relationship of the Parties**. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Town and the School, or as construing the School, including its officers, agents, volunteers and employees, as an agent of the Town, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the School. The School shall not represent that the SRO is an employee or agent of the School in any capacity. The SRO shall not represent that they are an employee or agent of School in any capacity.

K. **Third Party Beneficiaries**. None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or School receiving services or benefits under this Contract is only an incidental beneficiary.

L. **Colorado Governmental Immunity Act**. Nothing herein shall be deemed a waiver by the parties of the monetary limitations or immunities, rights, and protection afforded each in accordance with the Colorado Governmental Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.

III.
TERM OF AGREEMENT

The terms of this Agreement shall be effective August 1 2022 and shall continue through May 31 2023 unless sooner terminated as provided herein.

EXECUTED THIS _______________ DAY OF _______________, 2022

TOWN OF FIRESTONE	FIRESTONE CHARTER ACADEMY
By: ________________________________	By: ________________________________
Drew Peterson	Jessica Cervantes
Mayor	Principal

ATTEST:

____
Miriam Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 5.e **Consent Agenda** **Meeting Date:** November 9, 2022 **Initiated By:** David Angelo **Dept:** Police

AGENDA TITLE

Resolution 22-120: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT RE-1J REGARDING A JOINT SCHOOL RESOURCE OFFICER PROGRAM.

SUMMARY

THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT DESIRE TO CONTINUE THE SCHOOL RESOURCE OFFICER PROGRAM FOR THE 2022-2023 SCHOOL YEAR. THE ORIGINAL AGREEMENT EXPIRED ON JUNE 30, 2022.

HISTORY AND PREVIOUS BOARD ACTION

RESOLUTION 21-95: IGA WAS APPROVED ON 9.8.2021 FOR THE 2021-2022 SCHOOL YEAR.

RECOMMENDATION

STAFF RECOMMENDS APPROVAL OF THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT RE-1J REGARDING THE JOINT SCHOOL RESOURCE OFFICER PROGRAM FOR THE 2022-2023 SCHOOL YEAR.

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-120
2. 2022-23 Amendment to Firestone Intergovernmental Agreement (2)
3. 21-95 Approving IGA St. Vrain School District RE-IJ SRO 09-08-2021

FINANCIAL CONSIDERATIONS

FOR THE 2022-2023 SCHOOL YEAR, THE SCHOOL DISTRICT SHALL PAY TO THE GOVERNMENT UNIT, 1 SCHOOL RESOURCE OFFICER (SRO) AT 50% OF 9 MONTHS 2022-2023 SALARY = $35,943.00.
EXTRA DUTY PAY = SALARY COSTS FOR THE SRO TO PERFORM EXTRA-DUTY SERVICES FOR A FUNCTION WILL BE COVERED BY THE APPROPRIATE GOVERNMENTAL UNIT POLICE OR SHERRIF'S OFFICE. FOR SCHOOL-RELATED FUNCTIONS (I.E. PROM, SPORTING EVENTS, GRADUATION) EXTRA DUTY MUST BE APPROVED BY THE PRINCIPAL OF THE SCHOOL REQUESTING EXTRA DUTY ASSIGNMENTS.

RESOLUTION NO. 22-120

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT RE-1J REGARDING A JOINT SCHOOL RESOURCE OFFICER PROGRAM

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

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

WHEREAS, to address these concerns in 2021 the Town of Firestone and St.Vrain School District RE-1J established a School Resource Officer Program for its schools located within Firestone which provides a school-based approach to establish a positive relationship between students and law enforcement and the prevention of delinquency, alcohol and substance abuse, and other issues by the community's youth; and

WHEREAS, the Parties desire to continue the School Resource Officer Program Officer Program for the 202-2023 school year.

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

The 2022-2023 Amendment to the Intergovernmental Agreement between the Town of Firestone and the St. Vrain Valley School District RE-1J to continue the School Resource Officer Program is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ____day of October 2022.

TOWN OF FIRESTONE, COLORADO

____
Drew Alan Peterson, Mayor

ATTEST:

____
Miriam Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

2022-23 Amendment to Intergovernmental Agreement
between the
Town of Firestone
and
St. Vrain Valley School District RE-1J
for a
Joint School Resource Officer Program

THIS 2022-23 AMENDMENT to the Intergovernmental Agreement Between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (this "2022-23 Amendment") is made by and between the **Town of Firestone** (the "Governmental Unit"), and the **St. Vrain Valley School District RE-1J** (the "School District").

RECITALS

WHEREAS, on or about September 8, 2021, the Governmental Unit and the School District entered into an Intergovernmental Agreement Between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (the "Original Agreement"); and

WHEREAS, the Original Agreement has a one-year term that expired on June 30, 2022; and

WHEREAS, Section III of the Original Agreement sets forth that, "This Agreement may be renewed each year for one additional year upon written certification by each party that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by the Governmental Unit and the School District respectively"; and

WHEREAS, Section III of the Original Agreement also sets forth that, "The respective costs for the Governmental Unit and the School District for each school year will be detailed in a new Exhibit A for each additional school year; and

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

AGREEMENT

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

1. Each party hereby certifies to the other that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for an additional year have been authorized by the Governmental Unit and the School District, respectively.

2. The first sentence of Section III of the Original Agreement is hereby amended as follows:

   > "The term of this Agreement shall be July 1, 2022, through June 30, 2023."

3. Exhibit A of the Original Agreement is hereby replaced in its entirety with **Exhibit A** attached hereto and incorporated herein by this reference.

Executed this _______ day of ______________________________, 2022.

GOVERNMENTAL UNIT:

TOWN OF FIRESTONE

By: ____________________________
Printed Name: Drew Alan Peterson
Title: Mayor

SCHOOL DISTRICT:

ST. VRAIN VALLEY
SCHOOL DISTRICT RE-1J

By: ____________________________
Printed Name: Don Haddad, Ed.D.
Title: Superintendent of Schools

EXHIBIT A
Adopted Budget

1. **School Year**

This document is an exhibit to the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the fiscal year July 1, 2022 through June 30, 2023.

2. **School Sites**

School District school sites involved in the School Resource Officer Program shall be determined prior to the start of each school calendar (August-May) and should include School Resource Officer ("SRO") staffing expectations. School sites chosen for the 2022-23 school year are:

Prairie Ridge Elementary Centennial Elementary Coal Ridge Middle School	1 SRO

SRO support upon request at Middle/Elementary schools.

3. **Compensation by School Year**

   a. 2022-23 School Year. For the 2022-23 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2022 -2023 salaries of the SRO for the schools identified in paragraph B above:

   1 SRO at 50% of 9 months 2022-2023 salary =
   $35,943.00

   Annual Salary = $95,848.00

   Total Payment for 2022-2023 school year =
   $35,943.00

   Extra Duty Pay. Salary costs for the School Resource Officer to perform extra duty services for a function will be covered by the appropriate Governmental Unit police or sheriff's office. For school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal of the school requesting extra duty assignments. For extra duty assignments that extend the School Resource Officer's normal duties, there must be prior approval from the School District Superintendent's office. For each additional officer requested by the School District for extra duty coverage, the parties must first execute the Agreement For Special Detail Assignment Peace Officers in substantially the same form as the copy attached hereto and made a part of this Exhibit A. In accordance with such Agreement the School District will remit to the Governmental Unit a sum equal to **$59.28 per hour** of the assignment for each officer.

RESOLUTION NO. 21-95

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST VRAIN VALLEY SCHOOL DISTRICT RE-IJ FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

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

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

WHEREAS, the Town and the St. Vrain Valley School District have jointly developed a School Resource Officer Program to provide a district wide school based approach to establish a positive relationship between students and law enforcement, and prevent delinquency, alcohol and substance abuse, and gang involvement by the community's youth; and

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

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

The Intergovernmental Agreement between the Town of Firestone and the St. Vrain Valley School District RE-IJ, for a Joint School Resource Officer Program, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 8th day of September, 2021.

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar

Bobbi Sindelar, Mayor

ATTEST:

Jessica K

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 6.a **Proclamation** **Meeting Date:** November 9, 2022 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE
Proclamation Recognizing November 2022 as National American Indian Heritage Month

SUMMARY
Board Sponsor: Drew Peterson

Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION
Staff recommends proclaiming recognition of November 2022 as National American Indian Heritage Month.

ALTERNATIVES

ATTACHMENTS
None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 7.a **Presentation** **Meeting Date:** November 9, 2022 **Initiated By:** David Angelo **Dept:** Police

AGENDA TITLE
Check to Santa's Cops

SUMMARY
Santa Cops check presentation for the Santa Cops Golf Tournament on October 1st at Bella Rosa Golf Club. Check will be presented by Tim Schwartz.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES
None

ATTACHMENTS
1. 2022 santa cops summary

FINANCIAL CONSIDERATIONS
See the attachment for a detailed breakdown of donations

2022 Santa Cops Golf Tournament

Summary

Revenues collected	$10,140
Golf course fees (green fees, carts)	($2,176)
Breakfast burrito service	($468)
Lunch service	($1007.30)
Gift cards for winners	($360)
Total Expenses	($4011.30)
Subtotal	$6128.70
Town of Frederick Donation	$1,360 ($1,000 donation + $360 for gift cards)
Net Total Proceeds	$7,488.70

<u>Check Distribution</u>

Town of Dacono	$2,496
Town of Firestone	$2,496
Town of Frederick	$2,496
<u>Total distribution</u>	**<u>$7,488</u>**

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 7.b **Presentation** **Meeting Date:** November 9, 2022 **Initiated By:** David Angelo **Dept:** Police

AGENDA TITLE
Welcome Back from Deployment - Officer Mike Ream

SUMMARY
Officer Mike Ream returned to the Firestone Police Department on November 7th, 2022, from a 12-month military deployment.

HISTORY AND PREVIOUS BOARD ACTION
None

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS
None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 8.a **Land Development** **Meeting Date:** November 9, 2022 **Initiated By:** Marty Ostholthoff **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 22-121: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE A SENIOR FACILITY ON REAL PROPERTY LOCATED AT 151 GRANT AVENUE, WITHIN THE TOWN OF FIRESTONE

SUMMARY

The Carbon Valley Parks & Recreation District is seeking Special Review Use approval to operate a Community (Senior) Center at the former Firestone Town Hall located at 151 Grant Avenue.

HISTORY AND PREVIOUS BOARD ACTION

On August 24, 2022, the Board of Trustees, through the approval of Resolution 22-101, entered into a lease agreement with the Carbon Valley Parks & Recreation District for the former Firestone Town Hall at 151 Grant Avenue.

RECOMMENDATION

Town staff recommends the Board of Trustees approves draft Resolution 22-121, a resolution approving the Special Review Use application with the following conditions:

a. The special review use approval shall only apply to that portion of the property upon which the former Town Hall and the associated parking lot is situated.
b. Prior to the issuance of a building permit for the construction of the senior center, the applicant shall prepare a complete and accurate legal description and illustration of the leased premises at 151 Grant Avenue.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-121
2. Application Materials
3. PC Resolution PC 22-14
4. Staff Report

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-121

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE A SENIOR FACILITY ON REAL PROPERTY LOCATED AT 151 GRANT AVENUE, WITHIN THE TOWN OF FIRESTONE

WHEREAS, Carbon Valley Parks and Recreation District ("Applicant"), with authorization from the Town of Firestone, as owner of certain real property commonly known as 151 Grant Avenue and located within the Town of Firestone, Colorado (the "Property"), has submitted an application for special review use approval for the Property to operate a senior community center (the "Application"); and

WHEREAS, the Firestone Planning and Zoning Commission, at its meeting on November 3, 2022, reviewed the Application and considered the approval criteria set out in Section 16.7.11 of the Firestone Development Code during a public hearing, and rendered a decision recommending approval of the Application with two conditions, as more fully set forth in Resolution No. PC-22-14, dated November 3, 2022; and

WHEREAS, after reviewing the Planning and Zoning Commission's recommendation, and after considering all the testimony, evidence, and argument presented at the public hearing held before the Board of Trustees on November 9, 2022, the Board of Trustees finds and determines that the Application is complete, and that the Applicant has met the special use review criteria set forth in Step 9, Section 16.7.11.C of the Firestone Development Code.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission's findings of fact in this case, as detailed in Resolution PC-22-14:

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

Section 3. Carbon Valley Parks and Recreation District's application for a special use review to construct and operate a senior community center on the Property as a special use is hereby approved, subject to and contingent upon compliance with the following conditions:

a. The special review use approval shall only apply to that portion of the Property upon which the former Town Hall and associated parking lot is situated.

b. Prior to the issuance of a building permit for the construction of the senior center, applicant shall prepare a complete and accurate legal description and illustration of the leased premises at 151 Grant Avenue.

INTRODUCED, READ AND ADOPTED this ____day of November 2022.

TOWN OF FIRESTONE, COLORADO

____
Drew Alan Peterson, Mayor

ATTEST:

____
Miriam Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

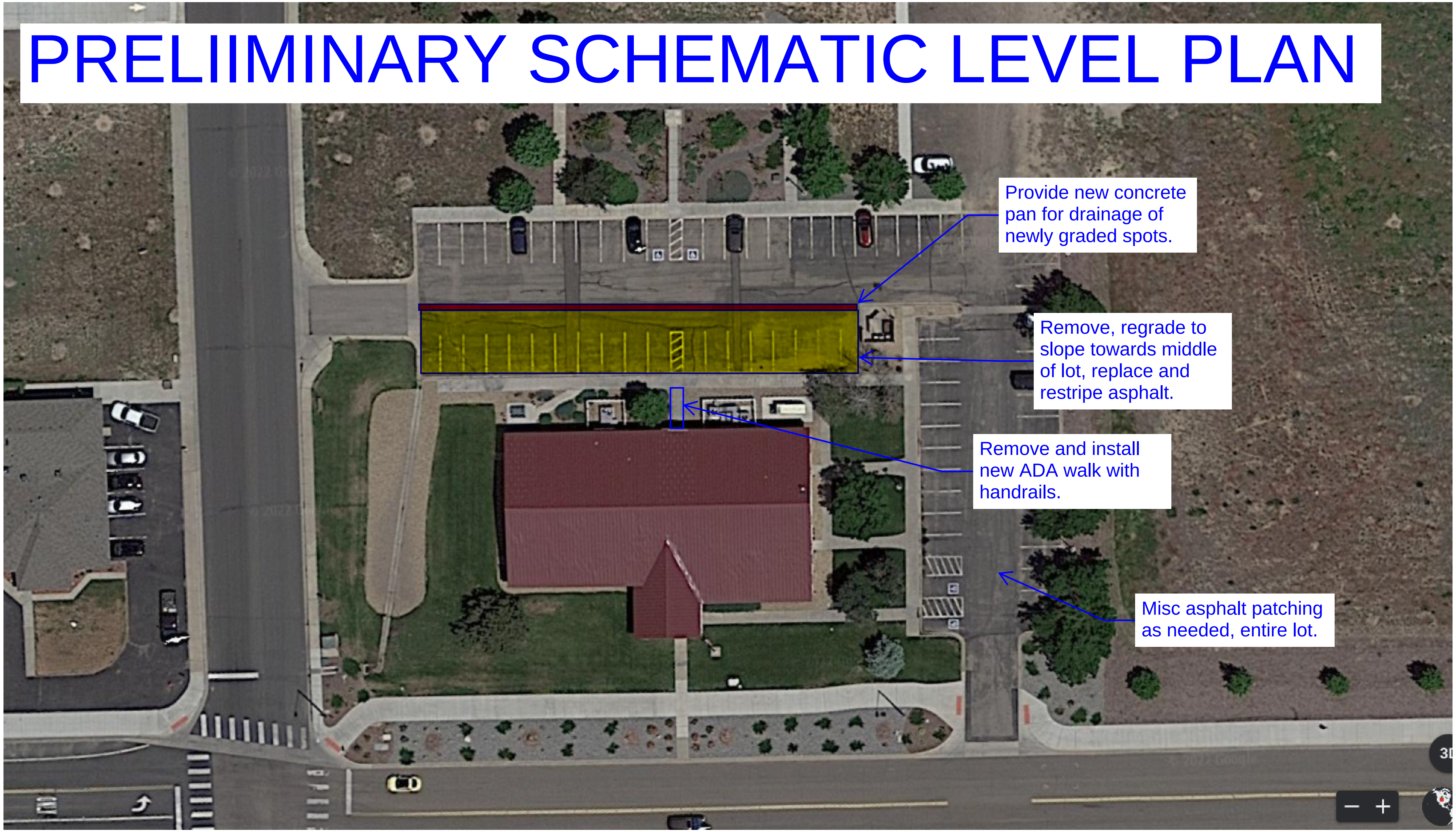
____
William P. Hayashi, Town Attorney

NARRATIVE:
Carbon Valley Parks and Recreation District has secured a lease for use of the Old Firestone Town Hall building. CVPRD plans to renovate this space for use as a new Senior Center.

This scope includes minimal site work and a full interior remodel.
Please reference the attached preliminary site plan based off of information and input received from the town in regards to site drainage. No other site work is planned beyond listed scopes on the preliminary site plan.

Also attached is a preliminary plan for the interior remodel. The interior remodel is planned to create a lounge space, gathering space, restrooms, and offices for use by the Seniors of the community and the programs that support them. A planning/programming meeting will be held with the user group to develop this plan further to ensure practicality and usability.

CVPRD requests to waive the $500 fee associated with this application.



1
A-1

SITE WORK SCOPE

NTS

PROJECT

Carbon Valley Senior Center

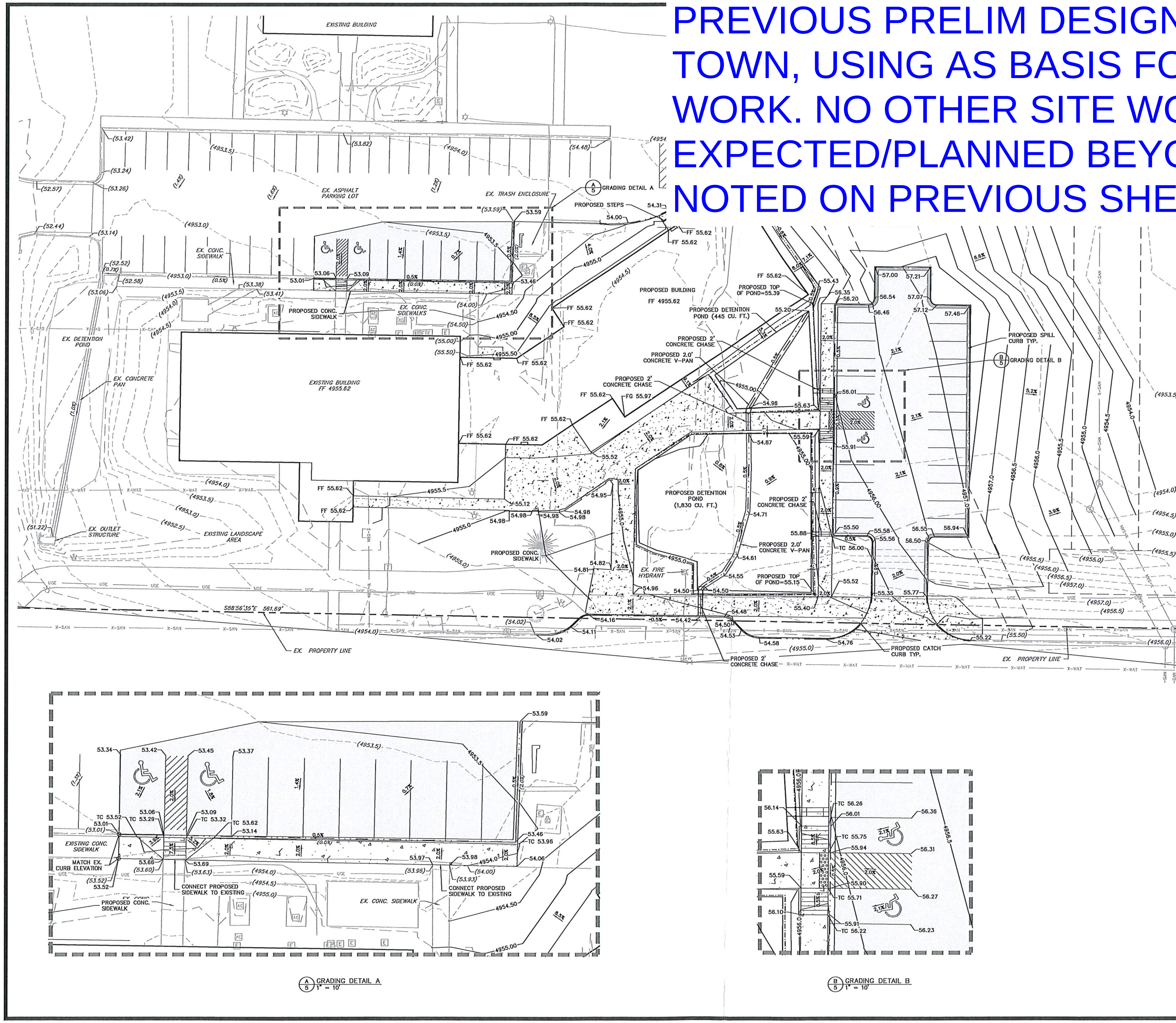
SITE PLAN - EXHIBIT D

BARKER RINKER SEACAT ARCHITECTURE

A-1

02/25/15

PREVIOUS PRELIM DESIGN INFO FROM TOWN, USING AS BASIS FOR NORTHERN SITE WORK. NO OTHER SITE WORK EXPECTED/PLANNED BEYOND WHAT IS NOTED ON PREVIOUS SHEET



- EXISTING STORM SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- NUMBER OF PROPOSED PARKING SPACES
- PROPERTY BOUNDARY
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- SPILL CURB & GUTTER
- SIDEWALK CHASE
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- EXISTING SWALE
- PROPOSED SWALE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING FIBER OPTIC LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- EXISTING WATER LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE (12" & UNDER)
- PROPOSED STORM SEWER LINE (15" & ABOVE)
- EXISTING STORM SEWER LINE
- EXISTING FENCE
- 4995 PROPOSED MAJOR CONTOUR
- 4994 PROPOSED MINOR CONTOUR
- (4990) EXISTING MAJOR CONTOUR
- (4991) EXISTING MINOR CONTOUR
- (1.5%) EXISTING SLOPE LABEL
- 2.0% PROPOSED SLOPE LABEL
- (5280.4) EXISTING SPOT ELEVATION
- 52.44 PROPOSED SPOT ELEVATION
- DRAINAGE BASIN BOUNDARY
- A — DRAINAGE BASIN CALLOUT
- 1.50 AC. — BASIN SIZE IN ACRES
- 1.45 — Q_{100} RUNOFF VALUE
- 0.75 — 100YR COMPOSITE "C" VALUE
- DESIGN POINT
- DIRECT FLOW
- OVERLAND FLOW

NOTES

1. SPOT ELEVATIONS ARE TO FLOWLINE OR EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
2. REFER TO DETAIL SHEETS 1-3 ON PAGES #, ## & ## FOR DETAILS.

SURVEY CONTROL NOTES

PROJECT BENCHMARK:

ALL ELEVATIONS ARE BASED ON BENCHMARK BM24 – MARKED "X" ON SOUTH END OF HEADWALL AT SOUTHEAST CORNER OF INTERSECTION OF FIRESTONE BOULEVARD AND COLORADO BOULEVARD, ELEVATION=4849.195 AS SHOWN ON THE FINAL PLAT OF HIGH PLAINS MARKETPLACE RECORDED NOVEMBER 3, 2003 AT RECEPTION NUMBER 3122964.

BASIS OF BEARING:

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 NORTH, RANGE 67 WEST OF THE 6TH P.M. TO HAVE A BEARING OF SOUTH 88°12'33" EAST, (THE EAST END OF SAID LINE BEING MARKED BY A NO. 6 REBAR OF UNKNOWN LENGTH W/ AN ATTACHED 2-1/2" ALUM. CAP MARKED BY PLS NO. 31169 IN A MONUMENT BOX AND THE WEST END OF SAID LINE BEING MARKED BY A NO. 6 REBAR OF UNKNOWN LENGTH W/ AN ATTACHED 2-1/2" ALUM. CAP MARKED BY PLS NO. 33642 IN A MONUMENT BOX), WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; AS SHOWN ON THE FINAL PLAT OF HIGH PLAINS MARKETPLACE RECORDED NOVEMBER 3, 2003 AT RECEPTION NO. 3122964.

N

-20 0 20 40 60 FEET
(IN FEET)
1 INCH = 20 FT.

50% Design Development

PRELIMINARY
NOT FOR CONSTRUCTION
07/11/19

PROJECT:
DATE:
DESIGNER:
DRAFTER:
CHECKED BY:
APPROVED BY:

FINAL DEVELOPMENT PLANS FOR FIRESTONE TOWN HALL

GRADING PLAN

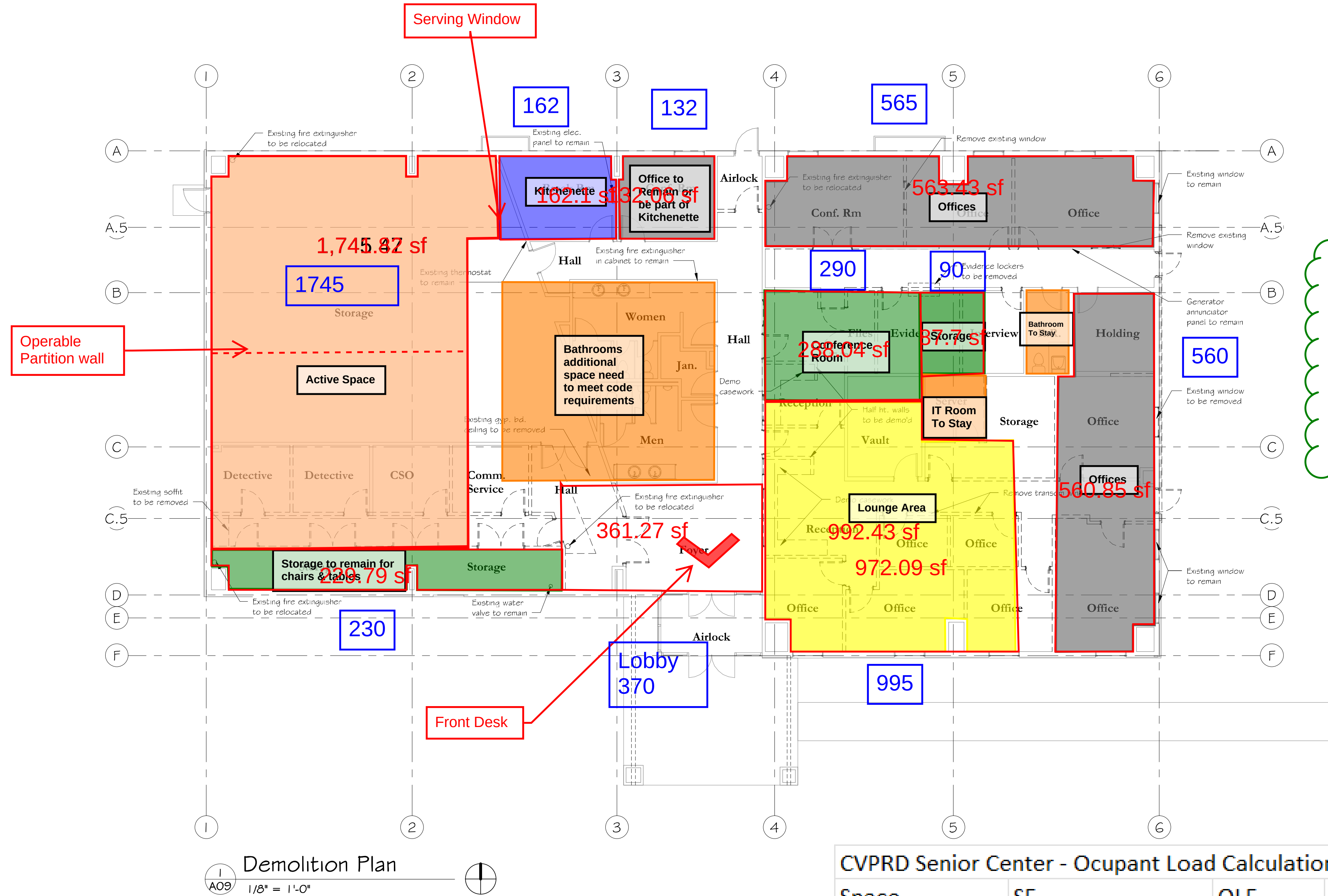
SW1/4 OF SECTION 19, T2N, R67W, 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

COFFEY
ENGINEERING & SURVEYING
4045 St. Cloud Drive, Suite 180
Loveland, CO 80538
[P] 970-622-2095 [F] 970-461-4469

DWG. NAME
C-5

SHEET NO.
5 OF 8

PRELIIMINARY SCHEMATIC LEVEL PLAN



Design Desires:

- 8 Offices
- Conference Room
- Warming Kitchen
- Active space with partition wall

2. Existing building envelope and wall finishes at exterior walls to remain, protect during construction.
3. Existing exterior windows and interior sills to remain.
4. Existing suspended acoustical tile ceilings shall be removed, except where noted. Gyp. bd. ceilings in existing restrooms and areas noted shall remain. See Reflected Ceiling Plan for additional information.
5. Remove existing wood and rubber wall base throughout.
6. See Mechanical, Electrical, Plumbing drawings for additional demolition items.
7. New utility work may require selective demolition of floor, wall and ceiling finishes. Patch and refinish any disturbance to existing finishes to match existing or new adjacent finishes.
8. Contractor and subcontractors are required to visit the project site to review existing conditions prior to bidding. Contractors shall be responsible for verification of all measurements in the project and no consideration will be given to changes in contract amount for dimensional differences.
9. Demolition Subcontractor shall field verify existing conditions prior to commencing Work. Any discrepancies shall be brought to the attention of the Architect prior to starting construction in area of concern. Contractor shall perform demolition in manner required to maximize efficiency of integration with required new construction and/or patching. Contractor shall remove items in a workmanship-like manner so as to insure that adjacent construction to remain shall remain intact and undamaged.
10. All demolition Work and locations identified on the demolition plans are diagrammatic in nature. Not all required demolition Work has been noted on the Drawings. The Contractor shall be responsible for the removal of all existing items required for the completion of the Work indicated in the Construction Documents or damaged as a result of the construction process.
11. Rubble, construction debris, and any contaminated or hazardous material shall be legally disposed of off-site. All material disposal cost shall be included as part of the bid items for demolition Work.
12. Contractor is responsible for identifying the presence and locations of all existing utilities in the area of the Work prior to the start of demolition and construction operations. Contractor shall preserve, intact, all utlity and service lines to remain, whether noted on Drawings or otherwise.

Legend

- Existing wall to remain
- Existing wall to be demolished
- New wall
- Existing door to remain
- Existing door to be demolished (and sidelights as applicable)
- New door (see sched.)

TOILET AREA BASED ON O.L.

MENS
(2) WC
(1) Urinal
(2) Lavs (only 1 req)

WOMENS
(3) WC
(2) Lavs (only 1 req)

BLDG
(1) Drinking Fountain
(1) Mop Sink

CVPRD Senior Center - Ocupant Load Calculation

Space	SF	OLF	OL
Lobby	370	15	25
Lounge	995	15	66
Office	560	100	6
Office	565	100	6
Office	132	100	1
Kitchenette	162	200	1
Active Space	1745	15	116
Active Sp. Stor.	230	300	1
Office Stor	290	300	1
Conf. Room	290	15	19
	Total OL		242

Round Up to 250

Town Hall Addition & Remodel
151 Grant Ave.
Firestone, CO 80520

Halcyon Design LLC
PO Box 30
Frederick, CO 80530
303.906.2617

DATE
7.10.19 - Progress Set
Not For Contruction

REVISIONS

SHEET TITLE
Demolition Plan

SHEET NUMBER
A09

Project No. 1801

FIRESTONE PLANNING AND ZONING COMMISSION
RESOLUTION NO. PC-22-14

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING APPROVAL OF AN APPLICATION FOR SPECIAL REVIEW USE APPROVAL TO OPERATE A SENIOR CENTER ON REAL PROPERTY LOCATED AT 151 GRANT AVENUE WITHIN THE TOWN OF FIRESTONE

WHEREAS, Carbon Valley Parks and Recreation District ("Applicant"), with authorization from the Town of Firestone, as owner of certain real property commonly known as 151 Grant Avenue and located within the Town of Firestone, Colorado (the "Property"), has submitted an application for special review use approval for the Property to operate a senior community center (the "Application"); and

WHEREAS, the Firestone Planning and Zoning Commission, at its meeting on November 3, 2022, reviewed the Application and considered the approval criteria set out in Section 16.7.11 of the Firestone Development Code; and

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

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

Section 1. The Planning and Zoning Commission hereby recommends the Board of Trustees approve the Application for special review use approval to operate a senior community center at the Property, subject to and contingent upon compliance with the following conditions:

1. The special review use approval shall only apply to that portion of the Property upon which the former Town Hall and associated parking lot is situated.

2. Prior to the issuance of a building permit for the construction of the senior center, applicant shall prepare a complete and accurate legal description and illustration of the leased premises at 151 Grant Avenue.

PASSED AND ADOPTED this 3 day of November, 2022.

FIRESTONE TOWN SEAL PLANNING AND ZONING COMMISSION

Chairperson

ATTEST:

Miriam Gonzalez, Secretary

Staff Report

Carbon Valley Parks & Recreation District

Community (Senior) Center – 151 Grant Avenue

Special Review Use

Prepared by the
Town of Firestone for the
Board of Trustees

November 9, 2022

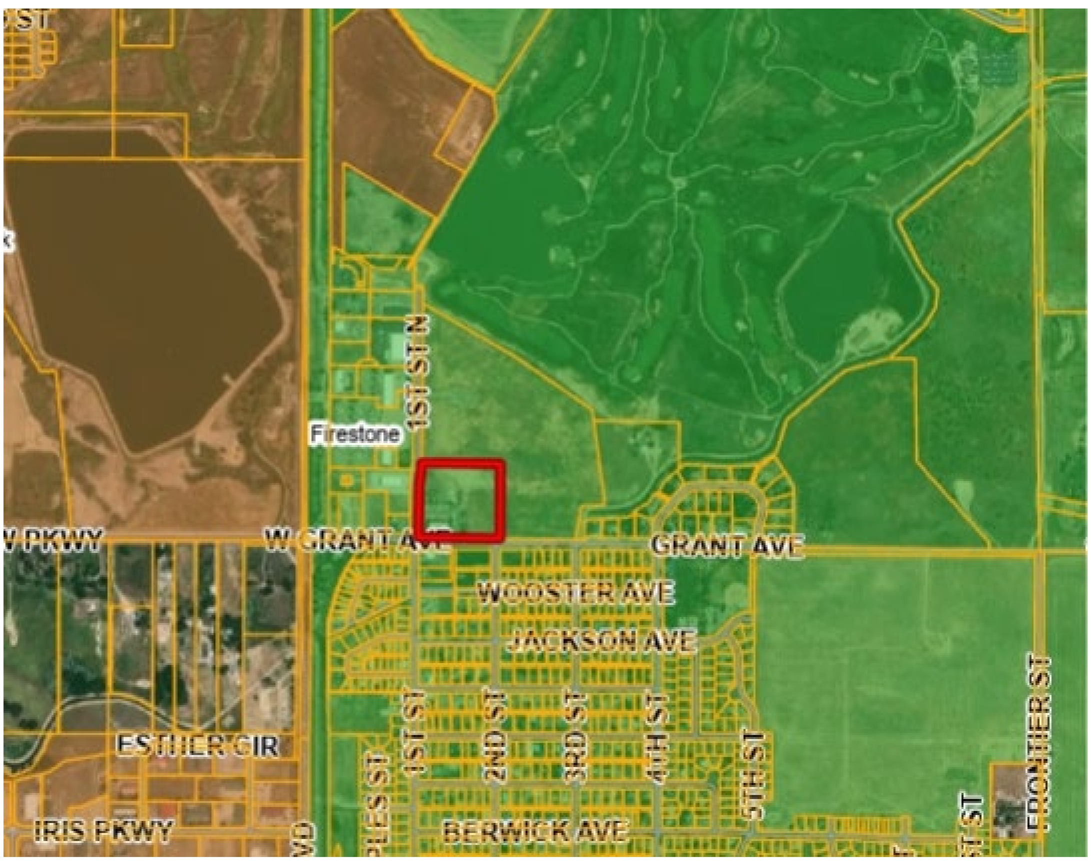
GENERAL INFORMATION

Purpose: This staff report is for the Carbon Valley Parks & Recreation District (CVPRD) Special Review Use application proposing to convert the former Firestone Town Hall at 151 Grant Avenue to a Community (Senior) Center.

Applicant: Carbon Valley Parks & Recreation District
Dean Rummel, Executive Director
701 5th Street
Frederick, CO 80530

Property Owner: Town of Firestone
9950 Park Avenue
Firestone, CO 80504

Location: The proposed Community (Senior) Center is located at 151 Grant Avenue (former Firestone Town Hall).



Existing Conditions:

Existing Zoning: R-1 (Residential-1) [per FDC follows R-A (Residential-A)]
Existing Use: Former Firestone Town Hall (vacant)

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	R-C – Residential-C	Vacant land
SOUTH	C-1 – Commercial-1	Commercial
EAST	R-C – Residential-C	Vacant land
WEST	M-2 – Industrial-2	Commercial

Firestone Development Code:

Per Table 3-1/Table of Permitted Uses of the Firestone Development Code (FDC), a public Community (Senior) Center requires Special Review Use approval in the R-A zone district. The Special Review Use application was processed in accordance with Section 16.7.11/Special Review Use of the FDC.

Community (Senior) Center Site/Building Analysis:

The Community (Senior) Center proposed by CVPRD will utilize the former Firestone Town Hall and associated parking facilities located at 151 Grant Avenue.

Building:

- The existing building is approximately 7,800 square feet in area.
- Complete interior remodel of the building is proposed including the creation of a lounge space, gathering space, restrooms, and support offices and facilities for use by the Seniors of the community and the programs that support them.
- The preliminary plan as shown in the Applicant Materials attachment gives a general idea of the programmed spaces. Note that this plan is still being developed with input from user groups and evaluation of current building conditions.

Site Access and Parking:

- Existing access points off of Grant Avenue and 1st Street will be maintained.
- The existing parking lot circulation and spaces will be maintained with some minor grading/drainage and ADA/handicap modifications proposed as shown in the Applicant Materials attachment.
- Additional parking can be accommodated on-street.

Operations and Maintenance:

- Although specific hours of operation are still being determined, the center is expected to operate during normal business hours Monday through Friday with the potential special events/rentals on evenings and weekends.
- CVPRD will be responsible for complete site maintenance including landscaping and snow removal, and complete exterior and interior building maintenance as outlined in the Lease Agreement.

APPROVAL CRITERIA AND STAFF ANALYSIS

Special Review Use Approval Criteria and Staff Analysis:
The Special Review Use application for a Community (Senior) Center at 151 Grant Avenue was reviewed for compliance with the Approval Criteria from Section 16.7.11 of the FDC. Staff makes the following findings.

A. The proposed use is generally consistent with the Town's Comprehensive Master Plan and all applicable provisions of this FDC and applicable State and Federal regulations;

Staff: *The proposed Community (Senior) Center is consistent with the Town of Firestone Master Plan as the Master Plan identifies CVPRD's role in providing recreational services within Firestone. In addition, the Master Plan identifies the importance of seniors within the community…"A specific focus on the senior segments of the Firestone community, to assure these residents are appropriately considered in land use and community decisions."*

B. The proposed use is generally consistent with the purpose and intent of the zoning district in which it is located;

Staff: *The proposed Community (Senior) Center is consistent with the purpose and intent of the R-A zone district in that public Community Centers are permitted within the R-A zone district under the Special Review Use regulations of the Town.*

C. The proposed use is generally consistent with any applicable use-specific standards set forth in Section 3.2;

Staff: *Not applicable as there are no use-specific standards for Community (Senior) Centers within Section 3.2.*

D. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);

Staff: *The proposed Community (Senior) Center is compatible with adjacent non-residential uses. The site/building was previously used for public purposes as Firestone's former Town Hall. Operating characteristics will be similar to the previous Town Hall use. Open during business hours during the week with the only addition being the center may be used occasionally on the weekends.*

E. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable;

Staff: *No significant adverse impacts are anticipated from the Community (Senior) Center.*

F. Facilities and services (including sewage and waste disposal, water, gas, election, police and fire protection, and streets and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;

Staff: *The proposed Community (Senior) Center will not have a significant impact on any Town facilities or other utility providers. Existing service levels will be maintained.*

G. Adequate assurances of continuing maintenance have been provided; and

Staff: *The applicant will be responsible for the ongoing maintenance of the site/building per the Lease Agreement entered into with Firestone.*

H. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent reasonably practicable.

Staff: *No significant adverse impacts are anticipated from the Community (Senior) Center on the natural environment.*

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	October 18, 2022
Property Posted:	October 18, 2022
Letters to Adjacent Property Owners:	October 18, 2022

RECOMMENDATIONS

Staff:
Town staff recommends the Board of Trustees approve draft Resolution 22-121, a resolution approving the Special Review Use application with the following conditions:

a. The special review use approval shall only apply to that portion of the Property upon which the former Town Hall and associated parking lot is situated.

b. Prior to the issuance of a building permit for the construction of the senior center, applicant shall prepare a complete and accurate legal description and illustration of the leased premises at 151 Grant Avenue.

Planning and Zoning Commission:
After conducting a Public Hearing on the proposed special review use on November 3, 2022, the Planning and Zoning Commission rendered a decision recommending approval of the special review use as more fully set forth in PC-22-14.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 9.a **Discussion/Action** **Meeting Date:** November 9, 2022 **Initiated By:** David Angelo **Dept:** Police

AGENDA TITLE

Resolution 22-119: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE, THE TOWN OF FREDERICK, THE CITY OF DACONO, AND THE TOWN OF MEAD FOR A CARBON VALLEY MEAD SHARED VICTIM ASSISTANCE UNIT.

SUMMARY

THE TOWN OF FIRESTONE, THE TOWN OF FREDERICK, THE CITY OF DACONO, AND THE TOWN OF MEAD DESIRE TO ESTABLISH A VICTIM'S ASSISTANCE UNIT TO ENSURE VICTIMS OF CRIME ARE TREATED WITH FAIRNESS, RESPECT, AND DIGNITY BY ADVOCATING FOR THE RIGHTS OF VICTIMS, ASSISTING IN ACCESSING APPROPRIATE RESOURCES SUCH AS COUNSELING, PROVIDING GUIDANCE THROUGH LEGAL PROCESSES AND SEEKING COMPENSATION WHERE APPROPRIATE. THE TOWN OF FREDERICK WILL ESTABLISH THE VICTIM'S ASSISTANCE UNIT WITHIN ITS POLICE DEPARTMENT AND BE RESPONSIBLE FOR HIRING OF THE VICTIMS ASSISTANCE COORDINATOR WHO WILL ADMINISTER AND COORDINATE THE SERVICES WITH OTHER MUNICIPALITIES.

HISTORY AND PREVIOUS BOARD ACTION

NONE

RECOMMENDATION

ALTERNATIVES

NOT ESTABLISHING A VICTIMS ASSISTANCE UNIT

ATTACHMENTS

1. Resolution 22-119
2. 2022 Carbon Valley Mead Victim Assistance IGA 10.20.22 (CLEAN)

FINANCIAL CONSIDERATIONS

THE MUNICIPALITIES SHALL ESTABLISH AN ADVISORY BOARD CONSISTING OF THE CHIEFS OF POLICE FROM EACH MUNICIPALITY AND ALSO SHARE THE COSTS OF THE VICTIMS ASSISTANCE UNIT BASED UPON A FORMULA THAT INCLUDES A MUNICIPALITIES POPULATION AND THE VICTIM ASSISTANCE SERVICES PROVIDED TO EACH MUNICIPALITY.

RESOLUTION NO. 22-119

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE TOWN OF FREDERICK CITY OF DACONO AND TOWN OF MEAD FOR A CARBON VALLEY MEAD SHARED VICTIM ASSISTANCE UNIT.

WHEREAS, the Town of Firestone, Town of Fredrick, City of Dacono, and Town of Mead (collectively "Municipalities") desire to establish a Victim's Assistance Unit; and

WHEREAS, the purpose of the Victim's Assistance Unit is to ensure victims of crime are treated with fairness, respect and dignity by advocating for the rights of victims, assisting victims in accessing appropriate resources such as counseling, providing guidance through the legal processes and seeking compensation where appropriate; and

WHEREAS, Fredrick will establish the Victims Assistance Unit within its Police Department and also be responsible for the hiring of a Victim Assistance Coordinator who will administer and coordinate the services with the other municipalities; and

WHEREAS, the Municipalities shall establish an Advisory Board consisting of the Police Chiefs of each municipality and also share the costs of the Victims Assistance Unit based upon a formula which includes a municipalities population and the victim assistance services provided to each municipality.

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

The Carbon Valley Mead Intergovernmental Agreement for a Shared Victim Assistance Unit between the Town of Firestone, Town of Fredrick, City of Dacono and Town of Mead 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 October 2022.

TOWN OF FIRESTONE, COLORADO

____
Drew Alan Peterson, Mayor

ATTEST:

____
Miriam Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

CARBON VALLEY, MEAD AGREEMENT FOR SHARED VICTIM ASSISTANCE UNIT

This **Intergovernmental Agreement for Carbon Valley, Mead Victim Assistance Unit** ("IGA"), is made and entered into as of the Effective Date by and between

1) The Town of Frederick, a Colorado municipal corporation with a principal place of business at 401 Locust Street, Frederick, Colorado 80530 ("Frederick"),

2) The Town of Firestone, a Colorado municipal corporation with a principal place of business at 9950 Park Avenue, Firestone, Colorado 80504 ("Firestone"),

3) The City of Dacono, a Colorado municipal corporation with a principal place of business at 512 Cherry Avenue, Dacono, Colorado 80514 ("Dacono"), and

4) The Town of Mead, a Colorado municipal corporation with a principal place of business at 441 Third Street, Mead, Colorado 80542 ("Mead").

referred to collectively as "Municipalities" or "Parties" and each individually as "Party", "Municipality" or as reflected above.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate political subdivision of the State to do so; and

WHEREAS, Article II, Section 16A of the Constitution of the State of Colorado and the laws related to CRS Title 24 Article 4.1 Part 3 guarantee certain rights to victim of cases specified in CRS § 24-4.1.302; and

WHEREAS, the Municipalities operate police departments whose personnel have contact with victims of crime; and

WHEREAS, the Municipalities desire to enter into an agreement for the creation and facilitation of a shared Carbon Valley, Mead Victim Assistance Unit to assist victims of crimes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Municipalities agree as follows:

Article 1
Controlling Document

1.0 The effective date of this IGA shall be October 1, 2022 ("Effective Date").

Article 2
Unit Establishment and Administration

2.0 The Town of Frederick has or will establish a Victim Assistance Unit ("Unit") within its Police Department, to provide victim assistance and services to the Parties as more specifically set forth in the Scope of Services ("Services"), attached as Exhibit A, and incorporated herein by reference. The Unit is not, shall not be construed as, or have any of the powers and duties of, a "separate governmental entity" pursuant to Part 2, Article 1, Title 29, C.R.S.

2.1 The Unit shall provide the Services to the victims and witnesses of crimes that occur within the corporate boundaries of each of the Municipalities, as required by the State of Colorado Victim Rights Act.

2.2 The Unit shall be administered by Frederick through its Victim Assistance Coordinator ("VA Coordinator"), The VA Coordinator will be an employee of Frederick and answer to the Frederick Police Chief. As such, Firestone, Dacono, and Mead (and any joining parties) will have no direct control or supervision over the day-to-day operations or performance of the VA Coordinator's powers and duties.

2.3 There is hereby established the Carbon Valley, Mead Victim Services Unit Advisory Board consisting of the Police Chief of the City of Dacono, the Police Chief of the Town of Firestone, the Police Chief of the Town of Mead, and Police Chief of the Town of Frederick (collectively, the "Advisory Board", and each a "Party Representative"). The Advisory Board shall provide input and feedback to the VA Coordinator on matters concerning victim assistance program; provided that, the Advisory Board shall not oversee the actual work or instruct the victim Coordinator as to how the VA Coordinator's job will be performed. The Advisory Board may meet periodically upon request of the Frederick's Chief or otherwise to provide input and feedback on the VA Coordinator's job performance, evaluations, compensation and/or Job Description changes.

2.4 The Advisory Board shall meet at least annually to discuss the operations of the Unit and Services being provided. The Parties agree that the development and implementation of any policies governing the Services shall be undertaken with input from the Advisory Board.

Article 3
Personnel and Training

3.0 As of the Effective Date, the Parties anticipate Frederick will hire one (1) full time equivalent ("FTE") VA Coordinator to perform the Services for the Unit as set forth in Exhibit A.

3.0.1 The number of personnel, and status of personnel (e.g. full-time, part-time, contract, volunteer, intern, other) in the Unit ("Unit personnel") may vary depending upon the resources needed and resources available to the Unit.

3.1 Victim Assistance Coordinator Responsibilities. The VA Coordinator shall serve under the direction of the Fredrick Police Chief. The VA Coordinator shall supervise all personnel within the Unit and be responsible for conducting performance evaluations, assigning work, issuing and approving of work schedule and leave, and other duties normally associated with the supervision and management of personnel. The determination of staffing needs and levels along with the hiring and firing of Unit personnel, shall reside with the Frederick Police Chief with the VA Coordinator and Advisory Board providing recommendations; provided, however, that the hiring of compensated Unit personnel shall require each of the Parties' prior written approval. The VA Coordinator shall be responsible for completing all grant administration, invoicing, and reporting as may be required. The VA Coordinator shall provide to the Advisory Board a report of the overall services provided by the Unit on a quarterly basis, or as often as requested by a Municipality.

3.2 Personnel Rules and Training. All Unit personnel shall be governed by and perform their duties in accordance with the personnel policies of Frederick and the Frederick Police Department. Frederick shall determine, with input from the Advisory Board, the appropriate training for all Unit personnel, and shall provide the agreed upon training to all Unit personnel.

3.3 Personnel Status. All Unit personnel shall be employed directly by the Town of Frederick. There is no relationship of employment, partnership, or joint venture between the VA Coordinator and other Unit personnel and the Municipalities other than Frederick. The VA Coordinator and other Unit personnel have no authority to exercise supervision over or direct any employee or official of the Municipalities, other than Frederick as applicable.

3.3.1 The Unit shall determine the means and methods of performing the Services in accordance with the terms of this Agreement and applicable law, and Municipalities other than Frederick shall have no right to do so, nor shall they have any right to provide instructions on how to perform the Services.

3.3.2. Notwithstanding the foregoing, Unit personnel shall give special consideration to victim assistance programs or initiatives in each jurisdiction and shall use reasonable efforts to accommodate these programs in the provision of Services.

3.3.3 Municipalities shall provide Unit personnel with training reasonably necessary to familiarize them with the Municipalities' respective operations, facilities, equipment, personnel, and any other special program as may be applicable. Otherwise, Frederick shall be responsible for providing the VA Coordinator and Unit personnel with necessary training, internal discipline, certification, or rank.

3.3.4 Nothing contained in this IGA, and no performance by any Party under this IGA shall in any respect alter or modify the status of the VA Coordinator or Unit personnel as employees of Frederick.

3.4 Personnel Compensation. Frederick shall be responsible for paying all compensation due to the VA Coordinator and other Unit Personnel, including but not limited to, all salary, wages, entitlements, pension, benefits, and reimbursable expenses. Frederick shall be obligated to satisfy all tax and other governmentally-imposed responsibilities, including but not limited to, federal and state social security taxes, unemployment taxes, workers' compensation taxes, and income taxes that may be applicable to the VA Coordinator and other Unit personnel.

Article 4
Funding, Equipment, and Budget

4.0 Nothing in this IGA is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Municipalities within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. Notwithstanding anything in this IGA to the contrary, the respective financial contributions of the Municipalities hereunder are subject to annual appropriation by the respective Municipality's governing board.

4.1 Non-appropriation of Funds. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation by any Municipality, this Agreement shall terminate effective December 31 of the then-current fiscal year unless the remaining Parties agree and appropriate the funds necessary to effectuate the IGA beyond the then-current fiscal year.

4.2 Location of Unit. Frederick shall provide designated office space necessary for the Unit's personnel to perform the Services.

4.3 Grant Funds. The Municipalities shall jointly apply for applicable grant programs and opportunities including Victim Assistance Law Enforcement Program funds throughout the term of this Agreement. Funds received shall be applied to the costs included when counting, determining, and assessing each Municipality's funding contribution as reflected below.

4.4 General Budget. Frederick's annual budget (the "Budget") for the Unit shall provide for all costs applicable to the VA Coordinator, Unit personnel, and the Services, including salaries and wages (including overtime where applicable), the cost of employee benefits, operating supplies, equipment, dues and subscription fees, travel expenses, lease payments on vehicle(s), conference and educational costs. All financial and accounting services related to the Budget will be performed by Frederick. Each Municipality shall have access to budget details upon request.

4.5 Allocation of Costs. The Unit is neither established to nor expected to generate any revenue. From the Effective Date of this Agreement until December 31, 2022, the Parties will equally share all setup and operation costs. Frederick shall with inclusion of supporting documentation invoice all other Municipalities before January 15, 2023 for such costs. In the first full fiscal year (2023), the cost of operation shall be divided 38% to Firestone, 28% to Frederick, 22% to Dacono, and 12% to Mead. Thereafter, the costs of operation, as reflected in the Budget, will be borne by the Municipalities according to the following formula. Each Municipality shall contribute financially a percentage of the total approved Budget (after deducting any grant funds received) pursuant to the formula ("Formula") set forth herein.

4.5.1 Formula.

$$\frac{\left(\frac{\mathit{Muni}\ \text{Pop}}{\mathit{Total}\ \text{Pop}}\right) + \left(\frac{\text{Muni VRA Cases}}{\text{Total VRA Cases}}\right)}{2} = \text{Municipality Contribution}$$

4.5.2 Formula terms. The Formula terms are defined as follows:

Muni Pop =	the Municipality's population according to the most recent population estimate available at the time the Budget is submitted to the Municipalities pursuant to Article 4.7 on www.worldpopulationreview.com or other source agreed upon by the Parties
Total Pop =	the combined total population of all Municipalities
VRA Case =	Any crime included in the Victims Rights Act ("VRA") as defined at C.R.S. § 24-4.1-302, as may be amended from time to time.
Muni VRA Cases =	number of VRA cases originating in the Municipality's jurisdiction between July 1 of the previous year and June 30 of the current year
Total VRA Cases =	combined total number of VRA cases from all Municipalities between July 1 of the previous year and June 30 of the current year
Municipality = Contribution	the percentage of the Budget allocated to the Municipality for contribution to the Unit

4.5.3 In applying the Formula, all decimals will be rounded to the nearest whole number. All population statistics used in the Formula shall be based upon a fixed date and derived from www.worldpopulationreview.com or other source agreed upon by the Parties.

4.6 Right to Inspection. Each Municipality shall have the right to inspect the financial records of the Unit. Upon request from a Municipality, the VA Coordinator will provide full access to the Unit's financial records, including revenues and expenditures.

4.7 Budget Approval Process. The VA Coordinator shall provide to each Municipality, through the respective Party Representative, the annual Budget for the Unit on or before August 1 for each Municipality's review and approval. The proposed annual Budget presented to the Municipalities for approval shall include a contingency line item equal to ten percent (10%) of the

Unit's total Budget. Each Municipality shall review the Budget and approve the same in its sole discretion through the means set forth in that Municipality's laws, ordinances, policies, and practices. No Municipality shall be required to approve the Budget in whole or in part. A Municipality, at its sole discretion, may provide a financial contribution greater than that determined by Formula.

4.8 Allocation of Funds. Each Municipality shall make payment of appropriated funds in a lump sum to Frederick in the first quarter of the fiscal year to which the funds are to be applied ("Contribution"). No Municipality shall be required to make any payment above its respective Contribution, unless the Municipality first approves the expenditure in accordance with laws, ordinances, policies, and procedures applicable to such Municipality.

4.9 Year-end Reconciliation. In December of each year, the VA Coordinator shall provide a report to each Municipality showing the difference between the approved budget and the actual expenses inclusive of any grant funding received throughout the year. In the event that there is unexpended budget remaining or additional grant funding received to offset the costs of the Unit, Frederick shall remit the overages paid by the other Municipalities within 30 days of the report. In the event the expenses are anticipated to exceed the approved Budget, Frederick shall request approval from Advisory Board prior to incurring the expenses. If approved by all Municipalities, Frederick shall invoice the other Municipalities according to the formula above. Such invoices shall be paid within thirty (30) days of receipt thereof. Any invoices not paid within thirty (30) days shall accrue interest at the rate of 8% per annum until paid in full.

Article 5
Miscellaneous Provisions

5.0 Term. The Initial term of this IGA shall commence on the Effective Date and shall terminate on December 31, 2022 (the "Termination Date"). Upon expiration of the Initial Term, this IGA will automatically renew for additional subsequent one (1) year terms beginning January 1, and ending December 31 of each respective year, until terminated in accordance with Section 5.1.

5.1 Termination. Notwithstanding other terms of this IGA, a Municipality may terminate its participation by giving at least ninety (90) days written notice to the other Municipalities. Termination by such Municipality will be effective as of the end of the current fiscal year. The IGA will remain in effect with the remaining Parties only upon unanimous agreement by remaining Parties. In the event the budget for the next fiscal year has already been approved, it shall be recalculated based on the formula in 4.5 of this Agreement with the remaining Parties.

5.1.1 In the event this IGA is terminated by all the Parties to the IGA, grant funds awarded and not otherwise legally obligated through the terms of the applicable underlying grant, shall remain with the Town of Frederick to cover the costs of the Unit. Should funds require the return to a Municipality, those funds shall be returned within thirty (30) days of the termination effective date.

5.2 Binding. This IGA shall be binding on the successors and assigns of each Municipality.

5.3 Confidentiality. Each Party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to confidential information of another Party. The Party that has received confidential information (the "Receiving Party"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the confidential information of the Party that has disclosed confidential information to the Receiving Party (the "Disclosing Party") that it exercises with respect to its own confidential information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose confidential information as necessary to fulfill its obligations or exercise its rights under this Agreement; except that, disclosure is permitted if the disclosure is required under the Colorado Open Records Act, or pursuant to a valid and effective subpoena or order issued by a court of law.

5.4 Assignability. This IGA, including any and all rights or obligations hereunder, is not assignable.

5.5 No Third-Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, are strictly reserved to the undersigned Parties and nothing in this IGA shall give or allow any claim or right or cause of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned Parties that no person and/or entity, other than the undersigned Parties, receiving services or benefits under this IGA shall be deemed any more than an incidental beneficiary only.

5.6 Severability. In the event that any part, term or provision of this IGA is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Municipalities shall be construed and enforced as if the IGA did not contain the particular part, term or provision held to be invalid.

5.7 Governing Law and Venue. This IGA shall be governed by and construed in accordance with Colorado law. Venue shall lie solely in the County of Weld, Colorado.

5.8 Reservation of Immunity. This IGA is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Municipalities and their elected officials, appointed officials, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*; and further shall not be deemed as an assumption of any duty with respect to any non-party to this IGA.

5.9 Additional Parties. Other municipalities may become a party to this Agreement by written amendment signed by all of the then-Parties. Upon the joining of an additional party, each Municipality's Contribution shall be recalculated using the formula in 4.5 of this Agreement. Each joining Party shall have a Party Representative as provided above.

5.10 Amendments. This IGA may only be amended or modified in writing and with the written consent of the Parties hereto.

5.11 Counterparts. This IGA may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same IGA. Additionally, a copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original, and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

5.12 Entire Agreement. This IGA constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement effective the date stated above.

TOWN OF FREDERICK

BY: ________________________________
Tracie Crites, Mayor

ATTEST:

BY:________________________________
Meghan Martinez, Town Clerk

APPROVED AS TO FORM:

BY: ________________________________
Town Attorney

TOWN OF FIRESTONE

BY: ________________________________
Drew Alan Peterson, Mayor

ATTEST:

BY:________________________________
________________, Town Clerk

APPROVED AS TO FORM:

BY: ________________________________
William P. Hayashi, Town Attorney

CITY OF DACONO

BY: ___________________________________
______________, Mayor

ATTEST:

BY:_________________________________
_____________________, City Clerk

APPROVED AS TO FORM:

BY: _____________________________________
City Attorney

TOWN OF MEAD

BY: ___________________________________
Colleen G. Whitlow, Mayor

ATTEST:

BY:_________________________________
Mary E. Strutt, MMC, Town Clerk

APPROVED AS TO FORM:

BY: _____________________________________
Marcus McAskin, Town Attorney

Exhibit A

Scope of Services

The Unit shall provide services as set forth below:

1. Contact victims and witnesses of crime or personal tragedy which occur within the corporate boundaries of any participating municipalities, either in the immediate aftermath of the crime or tragedy, or on a follow-up basis;
2. Provide immediate crisis intervention and emotional support, as needed;
3. Advise victims and witnesses on their rights under Colorado law;
4. Advise victims and witnesses of the community services and resources available to them;
5. Assist victims and witnesses in regaining their emotional and physical well-being by means of intervention and advocacy;
6. Keep victims informed of the status of the underlying case; and
7. Recruit and train volunteers to ensure services are available 24-hours per day, 7 days per week.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 9.b **Discussion/Action** **Meeting Date:** November 9, 2022 **Initiated By:** Jessica Clanton **Dept:** Finance

AGENDA TITLE

Ordinance 1021: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2022; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM.

SUMMARY

As discussed at the October 12th Work Session, this Ordinance is authorizing the issuance and sale of water enterprise revenue bonds for the purchase of native water rights.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends approval of Ordinance 1021

ALTERNATIVES

ATTACHMENTS

1. Bond Ordinance - 2022

FINANCIAL CONSIDERATIONS

ORDINANCE 1021

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2022; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM.

WHEREAS, the Town of Firestone, Colorado (the "Town"), is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado (the "State"); and

WHEREAS, the members of the Board of Trustees of the Town (the "Board") have been duly elected or appointed and qualified; and

WHEREAS, the Town now owns and operates a municipal water system (the "System"); and

WHEREAS, by Ordinance No. 297 of the Town adopted on October 14, 1993, the Board established the Town of Firestone Water Activity Enterprise as a "water activity enterprise" pursuant to Title 37, Article 45.1, C.R.S. (the "Water Enterprise Act"), for the purpose of operating and accounting for the operations of the System; and

WHEREAS, the Board has determined, and hereby determines that the System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR") and the Water Enterprise Act; and

WHEREAS, the Board has determined, and hereby determines, that is necessary and in the best interest of the Town and its inhabitants that the Town finance the costs of acquiring, constructing and installing Capital Improvements to the System, including acquiring water rights to provide water for the System (the "Project"); and

WHEREAS, the Town is authorized by TABOR, Title 31, Article 35, Part 4, C.R.S., and the Water Enterprise Act to issue revenue bonds authorized by action of the Board without the approval of the electors of the Town since the System constitutes and enterprise within the meaning of TABOR; and

WHEREAS, the Town intends to issue its "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022" (the "Bonds") to defray the Cost of the Project (hereinafter defined); and

WHEREAS, the Town has heretofore issued, pursuant to Ordinance No. 973 of the Town adopted by the Board on May 27, 2020 (the "2020 Bond Ordinance"), its Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, originally issued and currently outstanding in the aggregate principal amount of $45,955,000 (the "2020 Bonds"); and

WHEREAS, the Town is not delinquent in the payment of any principal or interest on the 2020 Bonds; and

WHEREAS, except to secure the 2020 Bonds, the Town has not pledged nor in any way hypothecated the revenues derived and to be derived directly or indirectly from the operation of the System to the payment of any securities or for any other purpose with the result that the Net Revenues may now be pledged lawfully and irrevocably for the payment of the Bonds on a parity with the 2020 Bonds, and the Bonds may be made payable from the Net Revenues; and

WHEREAS, the Board has further determined and hereby further declares that the Town is authorized by, and the Bonds shall be issued pursuant to the provisions of the Water Enterprise Act; Title 31, Article 35, Part 4, C.R.S.; and Title 11, Article 57, Part 2, C.R.S.; and

WHEREAS, the Town intends to privately place the Bonds with an Initial Purchaser, which Initial Purchaser shall identified in the Sale Certificate, and which Initial Purchaser shall be (a) an "accredited investor," as defined in Rule 501(A)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended (an "Institutional Accredited Investor") or (b) a "qualified institutional buyer," as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (a "Qualified Institutional Buyer") as hereafter named by the Town; and

WHEREAS, pursuant to Section 11-57-205, C.R.S., as amended, the Town desires to delegate to any of the Mayor, the Town Manager or the Finance Director the power to accept the proposal to purchase the Bonds and to determine the rate of interest on the Bonds, the redemption provisions of the Bonds, the price at which the Bonds will be sold, the aggregate principal amount of the Bonds to be issued and the amount of principal maturing, or subject to mandatory redemption, in any particular year; and

WHEREAS, the Board has determined and does hereby declare:

A. In order to meet the present and future needs of the Town, it is necessary to extend, better, otherwise improve and equip the System;

B. Net Revenues shall be pledged to the payment of the Bonds on a parity with the 2020 Bonds;

C. Because of market conditions, the Bonds shall be to the Initial Purchaser as a private placement in accordance with its proposal, and such sale is to the best advantage of the Town; and

D. All action preliminary to the authorization of the issuance of the Bonds has been taken.

WHEREAS, there is on file with the Town Clerk the form of the Paying Agent; and

WHEREAS, it is necessary to provide for the form of the Bonds, Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

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

ARTICLE I

DEFINITIONS, INTERPRETATION, RATIFICATION AND EFFECTIVE DATE

Section 101. Short Title. This Ordinance shall be known as and may be cited by the short title "Series 2022 Bond Ordinance" (the "Ordinance").

Section 102. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

"acquire" or "acquisition" means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the System, or an interest therein, or any other properties herein designated.

"Acquisition Fund" means the special fund designated as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Acquisition Fund," created pursuant to Section 501 hereof.

"Board" means the Board of Trustees of the Town, and any successor governing body of the municipal corporation owning the System.

"Bond Counsel" means an attorney or a firm of attorneys, designated by the Town of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the special fund designated as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Bond Fund" created pursuant to Section 605 hereof.

"Bond Requirements" means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds or other securities payable from the Net Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

"Bonds" means the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022" issued pursuant to this Ordinance.

"Business Day" means a day of the year, other than a Saturday or Sunday, other than a day on which Commercial Banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

"Capital Improvements" means the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with the System.

"Closing Date" means the date of delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

"Combined Maximum Annual Principal and Interest Requirements" means the largest sum of the principal of and interest on the Bonds and any Outstanding Parity Bonds, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided). The word "principal," as used in the preceding sentence, means for all purposes of this paragraph, the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise. Any such computation shall be adjusted for all purposes in the same manner as is provided in Section 803 hereof.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of $10,000,000 or more, and which is located within the United States of America.

"Cost of the Project" means all costs of the Project or any interest therein, as designated by the Town, which cost, at the option of the Town (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(a) All preliminary expenses or other costs advanced by the Town or advanced by the Federal Government, the State, or by any other Person from any source, with the approval of the Board, or any combination thereof, or otherwise;

(b) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs, and other preliminaries;

(c) The costs of contingencies;

(d) The costs of premiums on any builders' risk insurance and performance bonds during the construction, installation, and other acquisition of the Project, or a reasonably allocated share thereof;

(e) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help, and other agents and employees;

(f) The costs of making, publishing, posting, mailing, and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(g) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the Town, financial advisor, rating agencies, and printers to the extent not defrayed as an Operation and Maintenance Expense;

(h) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(i) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(k) The costs of machinery and equipment;

(l) The costs of any properties, rights, easements, or other interests in properties, or any licenses, privileges, agreements, and franchises;

(m) The costs of labor, material, and obligations incurred to contractors, builders, and materialmen in connection with the acquisition and construction of the Project;

(n) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the System; and

(o) All other expenses pertaining to the Project.

"<u>C.R.S.</u>" means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

"<u>Events of Default</u>" means the events stated in Section 1003 hereof.

"<u>Federal Government</u>" means the United States of America and any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

"Finance Director" means the Director of Finance of the Town, or his or her successor in functions, if any.

"Fiscal Year" means the calendar year or any other 12-month period hereafter selected by the Town as its fiscal year.

"Gross Revenues" means all fees (including but not limited to user fees and plant investment fees), charges and revenues directly or indirectly derived by the Town for the services furnished by, or use of, the System, or any part thereof, including all income attributable to any future dispositions of property or rights related contracts, settlements, or judgments held or obtained in connection with the System or its operations; provided however, that there shall be excluded from Gross Revenue (a) moneys borrowed and used for providing Capital Improvements, (b) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same, and (c) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

"improve" or "improvement" means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

"Independent Accountant" means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

(a) Who is, in fact, independent and not under the control of the Town;

(b) Who does not have any substantial interest, direct or indirect, with the Town, and

(c) Who is not connected with the Town as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

"Independent Engineer" means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the System, which individual, firm or corporation has no substantial interest, direct or indirect, in the Town and in the case of an individual, is not a member of the Board, or an officer or employee of the Town, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Board or an officer or employee of the Town.

"Initial Purchaser" means the initial purchaser of the Bonds as set forth in the Sale Certificate.

"Investment Securities" means any securities or other obligations permitted as investments of moneys of the Town under the laws of the State.

"Mayor" means the mayor of the Town, or his or her successor in functions.

"Net Revenues" means the Gross Revenues remaining after the payment of the Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the Town, paid or accrued, for operating, maintaining, and repairing the System, including without limitation legal and overhead expenses of the Town directly related to the administration of the System; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations issued to provide Capital Improvements, and charges for accumulation of reserves.

"Outstanding" when used with reference to the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Revenues or otherwise pertaining to the System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(a) Except any Bond, Parity Bond, or other security canceled by the Town, by any paying agent, or otherwise on the Town's behalf, at or before such date;

(b) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(c) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond, Parity Bond, or other security shall have been executed and delivered pursuant to Sections 306, 307 or 1108 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

"Owner" means the registered owner of any designated Bond, Parity Bond, or other designated security.

"Parity Bonds" means the 2020 Bonds and any other securities hereafter issued payable from and having an irrevocable lien upon the Net Revenues on a parity with the Bonds.

"Parity Bond Ordinances" means the 2020 Bond Ordinance, and any agreements hereafter entered into by the Town with respect to Parity Bonds and, without duplication, any ordinances hereafter adopted by the Board authorizing the issuance of Parity Bonds.

"Paying Agent" means UMB Bank, n.a., in Denver, Colorado, being an agent of the Town for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds, and includes any successor Commercial Bank as paying agent.

"Paying Agent Agreement" means the Registrar and Paying Agent Agreement between the Town and the Paying Agent.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the Town), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Project" means the acquisition, construction and installation of Capital Improvements to the System, including the acquisition of water rights.

"Rebate Fund" means the special fund designated as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Rebate Fund" created pursuant to Section 609 hereof.

"Record Date" means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

"Redemption Date" means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Revenues in any notice of prior redemption or otherwise fixed and designated by the Town.

"Reserve Fund" means the special fund designated as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Reserve Fund" created pursuant to Section 606 hereof.

"Reserve Fund Requirement" if any, has the meaning ascribed to such term in the Sale Certificate.

"Sale Certificate" means the sale certificate of the Town relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 212 hereof.

"Special Record Date" means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

"State" means the State of Colorado.

"Subordinate Securities" means securities payable from the Net Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

"Supplemental Public Securities Act" means Part 2 of Article 57 of Title 11, C.R.S., as amended.

"System" means the municipal water system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Town, through purchase, construction and otherwise, and used in connection with such system of the Town, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the Town.

"Tax Compliance Certificate" means the Tax Compliance and No Arbitrage Certificate executed by the Town in connection with the initial issuance and delivery of the Bonds.

"Term Bonds" means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

"Town" means the Town of Firestone, Colorado, or any successor municipal corporation owning the System.

"Town Clerk" means the town clerk of the Town, or his or her successor in functions, if any.

"Town Manager" means the town manager of the Town, or his or her successor in functions, if any.

"Trust Bank" means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

"Water Enterprise Act" means Title 37, Article 45.1, C.R.S.

"Water Fund" means a special fund of the Town continued pursuant to Section 602 hereof, designated as the "Town of Firestone, Colorado, Water Fund."

"2020 Bond Ordinance" means the Town's Ordinance No. 937 dated May 27, 2020, authorizing the issuance of the 2020 Bonds.

"2020 Bonds" means the Town's Water Enterprise Revenue Bonds, Series 2020, issued pursuant to the 2020 Bond Ordinance.

Section 103. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the Town, the Board, the Paying Agent, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Board, the Paying Agent, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 104. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board, the officers, employees and agents of the Town and otherwise taken by the Town directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 105. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 106. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 107. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Town and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 108. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the Town in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than 30 days after the authorization of the Bonds.

Section 109. Effective Date and Disposition. This Ordinance shall be in full force and effect thirty (30) days after its passage and publication. This Ordinance, as adopted by the Board, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor and the Town Clerk, and by the certificate of publication.

ARTICLE II

DETERMINATION OF THE TOWN'S AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authority for this Ordinance. This Ordinance is adopted by virtue of the Town's power as a statutory municipality pursuant to Title 31, Article 16; Title 31, Article 35, Part 4, C.R.S.; the Water Enterprise Act; the Supplemental Public Securities Act; and all other laws of the State thereunto enabling.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the Town shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds shall be payable and collectible solely out of the Net Revenues, which revenues are so pledged; the Owner or Owners of the Bonds may not look to any general or other fund for the payment of such Bond Requirements, except the herein designated special funds pledged therefor; the Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds shall not be considered or held to be general obligations of the Town but shall constitute its special obligations. No statutory or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the Town to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the Town (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the Town, except for the Net Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the Town, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

Section 206. No Recourse Against Officers or Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Board or any officer, employee or other agent of the Town, past, present or future, either directly or indirectly through the Board, or the Town, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Board, on behalf of the Town, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Board, on behalf of the Town, hereby confirms its determination that the System shall be an "enterprise" for the purposes of Article X, Section 20 of the State Constitution. In particular, the System shall be owned by the Town and shall have the power to issue revenue bonds in the manner and payable from the sources set forth in this Ordinance.

Section 209. Sale of Bonds. The Bonds shall be sold in a private placement to the Initial Purchaser. Pursuant to the Supplemental Public Securities Act, the Board hereby delegates to the Mayor, the Town Manager or the Finance Director the authority to execute the any term sheet or proposal submitted by the Initial Purchaser and to execute the Sale Certificate confirming the bond details subject to the parameters set forth in Section 212. Such authorization shall be valid for one year following the adoption of this Ordinance.

Section 210. Paying Agent Agreement. The Board hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the Town Clerk. The Paying Agent may resign at any time on 30 days' prior written notice to the Town. The Town may remove the Paying Agent upon 30 days' prior written notice to the Paying Agent If the Paying Agent appointed thereunder shall resign, or if the Town shall determine to remove the Paying Agent, then the Town may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person's address last shown on the registration records maintained by the Paying Agent. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 211. Other Related Documents. The forms, terms and provisions of, and the performance by the Town of its obligations under the Paying Agent Agreement are hereby approved and the Mayor, the Town Manager, the Finance Director and/or the Town Clerk and any deputy thereof are hereby authorized and directed to execute such documents on behalf of and in the name of the Town, and to deliver such documents, in substantially the form on file with the Town Clerk, with such changes as are not inconsistent herewith. The Mayor, the Town Manager and the Finance Director are hereby independently authorized to execute and deliver the Sale Certificate, and any term sheet that may be required by the Initial Purchaser relating to the Bonds. The execution of any instrument by the Persons herein authorized shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms hereof.

Section 212. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Board hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the

Supplemental Public Securities Act, the Board hereby delegates to any of the Mayor, the Town Manager or the Finance Director the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Board approve such determinations:

(i) Interest Rate. The net effective rate of interest to be borne by the Bonds shall not exceed 6.00% per annum;

(ii) Redemption Provisions. The Bonds shall be subject to optional redemption at such time or times as permitted by State law and as set forth in the Sale Certificate, at a redemption price not to exceed 103%.

(iii) Purchase Price. The purchase price of the Bonds shall not be less than 99% of the aggregate principal amount of the Bonds;

(iv) Principal Amount. The aggregate principal amount of the Bonds shall not exceed $29,000,000.

(v) Maturity Schedule. The amount of principal of the Bonds maturing in any year, or mandatory sinking fund redemption payments coming due in any year, shall not be more than $3,500,000 annually, and the total repayment cost of the Bonds shall not exceed $42,000,000.

(vi) Term of the Bonds. The Bonds shall not mature later than December 1, 2037.

(viii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds; and

(ix) Reserve Fund. The existence and amount of any Reserve Fund.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, the Town Manager or the Finance Director, dated and delivered prior to or as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301. Authorization of Bonds. For the purpose of protecting the public health, conserving the property and advancing the general welfare of the citizens of the Town and of defraying wholly or in part the Cost of the Project, the Town hereby authorizes to be issued its "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022" in the aggregate principal amount set forth in the Sale Certificate, subject to the parameters and restrictions contained in this Ordinance; and the Town hereby pledges irrevocably, but not necessarily exclusively, the Net Revenues to the payment of the Bond Requirements of the Bonds. The Bonds are issued in accordance with the Constitution and laws of the State, specifically the Water

Enterprise Act, Title 31, Article 35, C.R.S., Part 4, and the Supplemental Public Securities Act, and the provisions of this Ordinance.

Section 302. Bond Details.

A. Basic Provisions. The Bonds shall be registered in the names of the Owners thereof and shall not be registered in book-entry form. When the Bonds have been duly executed by appropriate Town officers and authenticated by the Paying Agent, the Town shall cause the Bonds to be delivered as directed by the Initial Purchaser on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Initial Purchaser shall direct and shall initially be registered in such name or names as the Initial Purchaser shall direct. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the Town. Interest on the Bonds shall be calculated as set forth in the Sale Certificate, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at maturity or upon prior redemption thereof at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person's address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make mandatory sinking fund redemption payments and payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender (if required) at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

So long as the Initial Purchaser is the sole owner of 100% of the Bonds, the Initial Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive mandatory sinking fund payments in accordance with Section 402 hereof, but shall be required to surrender such Bond on the final maturity date or upon prior redemption in accordance with Section 401 hereof to receive such principal payment.

Section 303. Execution of Bonds. The Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the Town or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the Town Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the Town by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Mayor and the Town Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond by facsimile signature, the Mayor and the Town Clerk shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

Section 304. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds attached to this Ordinance as Exhibit A. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 305. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Town. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 307 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 306. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 305 hereof by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the Town of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the Town or the Paying Agent incurred in connection therewith.

Section 307. Bond Replacement. Upon receipt by the Town and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the Town shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the Town may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the Town and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 308. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 309. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act and this Ordinance, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value. Pursuant to Section 31-35-413, C.R.S., and this Ordinance, the Bonds shall contain a recital that they are issued pursuant to Title 31, Article 35, Part 4, C.R.S. Such recital shall conclusively impart full compliance with all the provisions of such statute and Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

Section 310. Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the form attached hereto as Exhibit A, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

ARTICLE IV

REDEMPTION

Section 401. Optional Redemption. The Bonds may be subject to redemption at the option of the Town from any legally available funds if set forth in the Sale Certificate.

Section 402. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the Town.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the Town may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the same maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the Town on such sinking fund date and such sinking fund obligation will be accordingly reduced. The Town will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the Town to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

So long as the Initial Purchaser is the sole owner of 100% of the Bonds, the Initial Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive payment in connection with a mandatory sinking fund redemption, but shall be required to surrender such Bond on the final maturity date thereof to receive payment of the final principal payment thereof.

Section 403. Partial Redemption. If set forth in the Sale Certificate, a portion of the Bonds may be redeemed, in which case the Paying Agent shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 404. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the Town by sending a copy of such notice by first-class, postage prepaid mail, not more than 60 nor less than 30 days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 405. Bonds Owned by the Town. Bonds owned by or on behalf of the Town shall not be subject to redemption. At any time the Town may surrender any Bonds owned by or on behalf of the Town to the Paying Agent, which shall promptly cancel such Bonds.

Additionally, any securities payable from any Net Revenues held by the Town shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

Section 406. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 402 hereof).

ARTICLE V

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Disposition of Bond Proceeds. The proceeds of the Bonds, upon the receipt thereof, and after the payment of the costs of issuing the Bonds, shall be accounted for in the following manner and priority:

A. Reserve Fund. An amount equal to the Reserve Fund Requirement as described in the Sale Certificate, if any, shall be credited to the special and separate account hereby created and to be known as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Reserve Fund."

B. Capitalized Interest. An amount designated in the Sale Certificate, if any, shall be deposited into the Bond Fund and used to pay capitalized interest.

C. Acquisition Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and held by the Town to be known as the "Town of Firestone, Water Enterprise Revenue Bonds, Series 2022, Acquisition Fund."

Section 502. Payment of Expenses. Moneys deposited in the Acquisition Fund pursuant to Section 501 hereof may be used and paid out by the Town to defray the Cost of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The Town may defray any such administrative costs from time to time as Operation and Maintenance Expenses to the extent the moneys deposited in the Acquisition Fund pursuant to Section 501 hereof are insufficient therefor.

Section 503. Completion of the Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative Costs of the Project referred to in Section 502 hereof, are paid, or for which full provision is made, the Finance Director, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Acquisition Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred: (a) to the Rebate Fund so as to enable the Town to comply with the Tax Compliance Certificate and Section 930 hereof, (b) to the Reserve Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Acquisition Fund to the Bond Fund, at any time prior to the termination of the Acquisition Fund, of any moneys that the Finance Director by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund.

Section 504. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Acquisition Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 601 hereof.

Section 505. Initial Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Initial Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the Town or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE VI

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 601. Pledge Securing Bonds. Subject only to the right of the Town to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the System, the Gross Revenues and, subject to the right of the Town to cause amounts to be withdrawn to pay the Cost of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any account under this Article or under Section 501 hereof are hereby pledged to secure the payment of the Bond Requirements of the Outstanding Bonds. The pledge of the Net Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Outstanding Parity Bonds is on a parity with the pledge of the Net Revenues for, and lien thereon of the Parity Bonds heretofore issued and any Parity Bonds hereafter issued in compliance with the provisions of Article VIII hereof. The pledge of the Net Revenues shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the Town and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Town except any Outstanding Parity Bonds heretofore or hereafter authorized. The lien of the pledge of the Net Revenues as described in this Section shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Town (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 602. Water Fund Deposits. So long as any of the Bonds or any Parity Bonds shall be Outstanding as to any Bond Requirements related to the Bonds or any Parity Bonds, the entire Gross Revenues, upon their receipt from time to time by the Town, shall be set aside and credited immediately to the special and separate account hereby continued and known as the "Town of Firestone, Colorado, Water Fund."

Section 603. Administration of Water Fund. So long as any of the Bonds and any Parity Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds and any Parity Bonds, the following payments shall be made from the Water Fund, as provided in Sections 604 through 611 hereof.

Section 604. Operation and Maintenance Expenses. First, as a first charge on the Water Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Water Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Water Fund as herein provided.

Section 605. Bond Fund Payments. Second, from any remaining Net Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate account hereby created and to be known as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Bond Fund" the following amounts:

A. Interest Payments. Monthly, commencing on the first day of the calendar month immediately succeeding the delivery of any of the Bonds, to the Bond Fund, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 605 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 607, 608, 609, 703 and 1301 hereof. No interest or principal shall be paid on any Bonds owned by or on behalf of the Town. Nothing herein shall be construed to prevent the Town from creating separate principal and interest accounts for the Bonds and any Parity Bonds and accounting separately for any deposits made thereto on account of the Bonds and any Parity Bonds, if such action is deemed by the Town to be necessary or desirable, provided that any such separate accounts shall have claims to the Net Revenues equal to and on a parity with those of the other such accounts.

Section 606. Reserve Fund. Upon delivery of the Bonds, if specified in the Sale Certificate, either proceeds of the Bonds or cash, or any combination thereof, in the amount of the Reserve Fund Requirement shall be deposited in the special and separate account hereby created and to be known as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Reserve Fund" in satisfaction of the Reserve Fund Requirement.

Thereafter, third, except as provided in Section 607 and 608 hereof, and concurrently with any payments required to be made pursuant to any Parity Bond Ordinance with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds, from any moneys remaining in the Water Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If there are insufficient Net Revenues to comply with the requirements of the first sentence of this paragraph, available Net Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Parity Bond Ordinance (or to any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Net Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 607, 608, 609, 703 and 1201 hereof, only to prevent deficiencies in the payment of the Bond Requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the moneys therein equal not less than the Reserve Fund Requirement. If set forth in the Sale Certificate, the Reserve Fund Requirement may be re-calculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds.

Section 607. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if the amount in the Bond Fund and the amount in the Reserve total a sum at least sufficient so that all Outstanding Bonds are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Revenues or otherwise pertaining to the System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the Town, as directed in writing by the Finance Director.

Section 608. Defraying Delinquencies. If at any time the Town shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Revenues and the full amount so stipulated.

Any money so used shall be replaced as provided in Section 606 hereof from the first Net Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Sections 605, 606, 609, 703 and hereof, the moneys in the Bond Fund and in the Reserve Fund shall be used solely and only for the purpose of paying the Bond Requirements of the Bonds from time to time.

If the amount on deposit in the Reserve Fund exceeds the Reserve Fund Requirement for any reason, the amount to be released from the Reserve Fund shall be as directed in writing by the Finance Director. Any excess amount released from the Reserve Fund may be deposited in the Bond Fund, the Rebate Fund, or deposited into a defeasance escrow account, or may be applied for such other purposes authorized by law, as directed in writing by the Finance Director.

Section 609. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2022, Rebate Fund" moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the Town to comply with Section 930 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The Town shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the Town shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Acquisition Fund and, to the extent permitted by Section 608 hereof, from the Reserve Fund and the Bond Fund. Upon receipt by the Town of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Water Fund.

Section 610. Payment of Additional Securities. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 604, 605, 606 and 609 hereof, any moneys remaining in the Water Fund may be used by the Town for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 611. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 602 through 610 hereof are made, any remaining Net Revenues in the Water Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Board's discretion relating to the operation, improvement or debt management of the System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Board may from time to time conclusively determine.

ARTICLE VII

GENERAL ADMINISTRATION

Section 701. Administration of Accounts. The special accounts designated in Articles V and VI hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 702. Places and Times of Deposits. Except as hereinafter provided, each of such special accounts shall be maintained by the Town as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 703. Investment of Moneys. Any moneys in the Water Fund, the Acquisition Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund that are not needed for immediate use shall be invested or reinvested by the Finance Director in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Finance Director at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 704. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Water Fund, the Acquisition Fund, the Bond Fund, and the Rebate Fund shall be credited to such fund, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Water Fund, the Acquisition Fund, the Bond Fund, the Reserve Fund and the Rebate Fund shall be charged or debited to such fund.

Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at the discretion of the Finance Director, if the amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency).

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the Town until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 705. Redemption or Sale of Investment Securities. The Finance Director shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Finance Director nor any other officer, employee, or agent of the Town shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 706. Character of Funds. The moneys in any account designated in Articles V and VI hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 707. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article VI hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VIII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 801. Lien on Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Revenues on a parity with the lien of the Net Revenues of the Parity Bonds.

Section 802. Equality of Bonds. The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Revenues and shall not be entitled to any priority over one another in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Board that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Acquisition Fund, the Bond Fund and the Reserve Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for Parity Bonds shall secure only such Parity Bonds and (b) Parity Bonds may have a lien on Net Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Parity Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Section 803. Issuance of Parity Bonds. Nothing herein prevents the issuance by the Town of additional securities payable from the Net Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 808, are authorized or actually issued: all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the Town shall not be in default in making any payments required by Article VI hereof or by other Parity Bond Ordinances.

B. Historic Earnings Test. The Net Revenues for any consecutive 12-month period within the 18 months immediately preceding the date of issuance of the additional Parity Bonds shall not be less than the sum of (a) 125% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and the Parity Bonds proposed to be issued, and (b) 100% of the policy costs relating to any Parity Bonds then due and owing, if any, except as hereinafter otherwise expressly provided.

C. Adjustment of Gross Revenues. In any computation under paragraph B of this Section, the amount of the Gross Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Finance Director, as the case may be, which results from any changes which became effective not less than 60 days prior to the last day of the period for which Gross Revenues are determined, in any schedule of fees, rates and other charges constituting Gross Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer, or the Finance Director estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the Town's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation, or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such, the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the System as estimated by the Finance Director that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Finance Director may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Finance Director also opines that any such increase in revenues or reduction in any such increase in Operation and Maintenance Expenses will not materially and adversely affect the Town's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation, or other action under the police power exercised by any governmental body.

Section 804. Certification of Revenues. A written certificate or written opinion by the Finance Director under paragraph B of Section 803 hereof that such annual revenues, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 803 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 803 hereof, shall be conclusively presumed to be accurate in determining the right of the Town to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 805. Subordinate Securities Permitted. Nothing herein prevents the Town from issuing additional securities payable from the Net Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 806. Superior Securities Prohibited. Nothing herein permits the Town to issue additional securities payable from the Net Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 807. Use of Proceeds. The proceeds of any Parity Bonds or other securities payable from any Net Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Revenues, regardless of the priority or the lien of such securities on Net Revenues.

Section 808. Issuance of Refunding Securities. The Town may issue any refunding securities payable from Net Revenues to refund any Outstanding Bonds, Parity Bonds or any Subordinate Securities heretofore or hereafter issued, with such details as the Board may by ordinance provide so long as there is no material impairment of any contractual obligation imposed upon the Town by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The Town first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with paragraph B of Section 803 hereof.

ARTICLE IX

PROTECTIVE COVENANTS

Section 901. General. The Town hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 902. Performance of Duties. The Town, acting by and through the Board or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Revenues and the System required by the Constitution and laws of the State and the various ordinances of the Town, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Revenues and their application from time to time to the respective accounts provided therefor.

Section 903. Contractual Obligations. The Town shall reasonably perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Revenues, the Project, or the System, or any combination thereof, with any other Persons.

Section 904. Further Assurances. At any and all times the Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Revenues, and other moneys and accounts hereby pledged or assigned, or intended so pledged or assigned, or which the Town may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the Town amendatory thereof, or supplemental thereto. The Town, acting by and through the Board, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 905. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, Title 31, Article 35, Part 4, C.R.S., the Water Enterprise Act, the Supplemental Public Securities Act and this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the Town, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 906. Efficient Operation and Maintenance. The Town shall at all times operate the System properly and in a sound and economical manner; and the Town shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the Town in connection with the maintenance, repair and operation of the System shall be reasonable and proper.

Section 907. Rules, Regulations and Other Details. The Town, acting by and through the Board, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the System. The Town shall observe and perform all of the terms and conditions contained in this Ordinance and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or to the Town, except for any period during which the same are being contested in good faith by proper legal proceedings.

Section 908. Payment of Governmental Charges. The Town shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the System, or upon any part thereof, or upon any portion of the Gross Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien upon the System, or any part thereof, or upon the Gross Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The Town shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System, or any part thereof, or the Gross Revenues; but nothing herein requires the Town to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 909. Protection of Security. The Town, the officers, agents and employees of the Town, and the Board shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds and any other securities payable from the Net Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Revenues might be prejudicially and materially impaired or diminished.

Section 910. Prompt Payment of Bonds. The Town shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 911. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely and only, and the moneys credited to such accounts are hereby pledged for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 605, 606, 607, 608, 609, 703 and 1201 hereof.

Section 912. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the System, or any part thereof, or on or against the Gross Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 913. Corporate Existence. The Town shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the Town and is obligated by law to operate and maintain the System and to fix and collect the Gross Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 914. Disposal of System Prohibited. Except for the use of the System and services pertaining thereto in the normal course of business, or as provided in Section 915 hereof, neither all nor a substantial part of the System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the Town shall not dispose of its title to the System or to any useful part thereof, including any property necessary to the operation and use of the System and the lands and interests in lands comprising the sites of the System, except as provided in Section 915 hereof.

Section 915. Disposal of Unnecessary Property. The Town at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the Town in the Water Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the

System, or any combination thereof, as the Board may determine, provided that any proceeds of any such lease received shall be deposited by the Town as Gross Revenues in the Water Fund.

Section 916. Competing System. So long as any of the Bonds are Outstanding, the Town shall not grant any franchise or license to any competing facilities so that the Gross Revenues shall not be sufficient to satisfy the covenant in Section 921 hereof.

Section 917. Loss From Condemnation. If any part of the System is taken by the exercise of the power of eminent domain, the amount of any award received by the Town as a result of such taking shall be paid into the Water Fund or into a capital improvement account pertaining to the System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the Town may determine.

Section 918. Employment of Management Engineers. If the Town defaults in paying the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Gross Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) payable from the Net Revenues in that Fiscal Year, the Town shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the System so long as such default continues or so long as the Net Revenues are less than the amount hereinabove designated in this Section.

Section 919. Budgets. The Board and officials of the Town shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the System.

Section 920. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the Town for the use of or otherwise pertaining to and services rendered by the System to the Town, to its inhabitants and to all other users within and without the boundaries of the Town shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, Parity Bonds, and any other securities payable from the Net Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 921. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the System, including the Town, except as provided by Section 922 hereof, such fees, rates and other charges so that the Gross Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the System shall be at least sufficient so that the Gross Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 125% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding payable from the Net Revenues in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to pay all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Revenues or any securities payable therefrom.

Section 922. Limitations Upon Free Service. No free service or facilities shall be furnished by the System, except as hereinafter provided. If the Town elects to use for municipal purposes any water, water facilities, or other services and facilities provided by the System or otherwise to use the System or any part thereof, any such use will be paid for from the Town's general fund or from other available revenues other than Gross Revenues at the reasonable value of the use so made; provided that the Town need not pay for any such use by the Town of any facilities of the water system for fire protection purposes. All the income so derived from the Town shall be deemed to be income derived from the operation of the System, to be used and to be accounted for in the same manner as any other income derived from the operation of the System. Nothing in this Ordinance prohibits the Town from waiving any tap fee or development fee imposed as a condition for a user to connect to the System, so long as the user is a governmental body.

Section 923. Levy of Charges. The Town shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 921 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the System may be made:

A. Proper Application. Unless the Town has fully complied with the provisions of Article VI of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 927 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 921 hereof.

Section 924. Collection of Charges. The Town shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the System, and shall provide methods of collection and penalties, to the end that the Gross Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 925. Procedure for Collecting Charges. All bills for water services or facilities and all other services or facilities furnished or served by or through the System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 926. Maintenance of Records. So long as any of the Bonds and any Parity Bonds payable from the Gross Revenues remain Outstanding, proper books of record and account shall be kept by the Town, separate and apart from all other records and accounts.

Section 927. Audits Required. The Town, within 180 days following the close of each Fiscal Year, shall order an audit for the Fiscal Year of such books and accounts to be made forthwith by an Independent Accountant, and order an audit report showing the receipts and disbursements for each account pertaining to the System and the Gross Revenues.

Section 928. Accounting Principles. System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 929. Insurance and Reconstruction. Except to the extent of any self-insurance, the Town shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the Town and of each Owner of a Bond. If any useful part of the System shall be damaged or destroyed, the Town shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the Town and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Water Fund by the Town as revenues derived from the operation of the System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Water Fund may be used to the extent necessary for such purposes, as permitted by Section 611 hereof.

Section 930. Federal Income Tax Exemption. The Town covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Town or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (a) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (b) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022, or (c) would cause the Bonds and the income therefrom to lose their exemption from taxation, except inheritance, estate, and transfer taxes under present State law. In furtherance of this covenant, the Town agrees to comply with the procedures set forth in the Tax Compliance Certificate. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Town in fulfilling the above covenant under the Code and Colorado law have been met.

ARTICLE X

PRIVILEGES, RIGHTS AND REMEDIES

Section 1001. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Revenues and the proceeds of the Bonds.

Section 1002. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the Town to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 1003. Events of Default. Each of the following events is hereby declared an "Event of Default":

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The Town unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the Town appointing a receiver or receivers for the System or for the Gross Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the Town is not vacated or discharged or stayed on appeal within 60 days after entry; and

F. Default of Any Provision. The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed, and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the Town specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion, and shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 1004. Remedies for Defaults. Upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the Town to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The Town shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the Town of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Section 1005. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the Town, may enter and may take possession of the System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Revenues arising after the appointment of such receiver in the same manner as the Town itself might do.

Section 1006. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the Town, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 1007. Duties upon Defaults. Upon the happening of any Event of Default, the Town shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to ensure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. If the Town fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the Town under any agreement, lease or other contract involving the System or the Gross Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE XI

AMENDMENT OF ORDINANCE

Section 1101. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Board in accordance with law, without receipt by the Town of any additional consideration, but with the consent of the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding (or such higher percentage if required by a Parity Bond Ordinance) at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 405 hereof, any Bonds which may then be held or owned for the account of the Town. Notwithstanding the foregoing, no such ordinance shall permit:

(1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or

(2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or

(3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or

(4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or

(5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or

(6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the Town and of the Owners of the Bonds may also be modified or amended at any time, without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the Town contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the Town in this Ordinance additional System revenues, to be defined and treated as Gross Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) to provide for the appointment of a new Paying Agent;

(4) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the Town may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(5) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1102. Notice of Amendment. Whenever the Board proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the Town Clerk for public inspection.

Section 1103. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed with the office of the Town Clerk an instrument or instruments executed by the Owners of at least a majority of aggregate principal amount of the Bonds then Outstanding (or such higher percentage if required by a Parity Bond Ordinance), which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Board may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Board at any time.

Section 1104. Binding Consent to Amendment. If the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds(or such higher percentage if required by a Parity Bond Ordinance), or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Town from taking any action pursuant to the provisions thereof.

Section 1105. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of six months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the Town Clerk, but such revocation shall not be effective if the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding (or such higher percentage if required by a Parity Bond Ordinance) as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1106. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the Town and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the Town and upon the filing with the Town Clerk of an ordinance to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1102 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1107. Exclusion of Town's Bonds. At the time of any consent or of other action taken under this Article, the Town shall furnish to the Town Clerk a certificate of the Finance Director, upon which the Town may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the Town shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 405 hereof.

Section 1108. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Board as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Board so determines, new Bonds, so modified as in the opinion of the Board conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1109. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the Town shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 404 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 404 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next 60 days, the Town shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 404 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

In the event that any Bond is deemed to have been paid and defeased in accordance with (b) of the preceding paragraph, then in connection therewith, the Town shall cause to be delivered a verification report of an independent nationally recognized certified public accountant. If a forward supply contract is employed in connection with the refunding, (1) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (2) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or the authorizing ordinance, if no separate escrow agreement is utilized), the terms of the escrow agreement or authorizing ordinance, if applicable, shall be controlling.

The release of the obligations of the Town under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the Town in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers and employees of the Town be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Initial Purchaser or Bond Counsel;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Term Sheet. the execution and delivery of any term sheet or agreement required by the Initial Purchaser; and

D. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Town Manager or Finance Director or Town Clerk or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Town, the Paying Agent, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Paying Agent, and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the Town at:

Town of Firestone, Colorado
151 Grant Ave.
P.O. Box 100
Firestone, Colorado 80520
Attention: Finance Director

If to the Paying Agent at:

UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust and Escrow Services Department

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. No Rating, CUSIP Numbers or Securities Depository. The Bonds have not been, and are not expected to be, rated by a nationally recognized organization which regularly rates such obligations, assigned CUSIP numbers, marketed pursuant to any Official Statement, Offering Memorandum or any other disclosure documents, or registered with or made eligible for registration with any securities depository, including but not limited to The Depository Trust Company, New York, New York. At the request of the Initial Purchaser, the Bonds may be assigned CUSIP numbers or made eligible for registration with any securities depository, including but not limited to The Depository Trust Company, New York, New York, and the Mayor, the Town Manager and the Finance Director are each independently authorized to execute such additional agreements or certificates as may be necessary in connection therewith.

Section 1207. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

[Remainder of this page intentionally left blank.]

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE THIS 9TH DAY OF NOVEMBER, 2022.

TOWN OF FIRESTONE, COLORADO

____
Mayor

(S E A L)

ATTEST:

____
Town Clerk

EXHIBIT A

(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF COLORADO	**COUNTY OF WELD**

TOWN OF FIRESTONE, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2022

No. R- $___________

INTEREST RATE	MATURITY DATE	DATED AS OF	CUSIP
______%	December 1, 20__	[date of delivery]	_________

REGISTERED OWNER: [INITIAL PURCHASER]

PRINCIPAL AMOUNT: ____ DOLLARS

The Town of Firestone (the "Town"), in the County of Weld and State of Colorado (the "State"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this Bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this Bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, commencing on [June 1, 2023], until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the Board of Trustees of the Town on November 9, 2022 (the "Ordinance"), as supplemented by the Sale Certificate. This is one of an authorized series of bonds issued under the Ordinance (the "Bonds"). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance, as supplemented by the Sale Certificate.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the Town, the Paying Agent, the rights of the Owners of the Bonds, the Events of Default and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds secured by the Net Revenues may be issued, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE TOWN, SECURED BY THE NET REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE TOWN, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE BOARD OF TRUSTEES OF THE TOWN NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Town in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State of Colorado, the laws of the State of Colorado, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any Constitutional or statutory limitation.

It is also certified, recited, and warranted that the Bonds of the series of which this Bond is one are issued under the authority of Title 31, Article 35, Part 4; Title 37, Article 45.1; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. It is the intention of the Town, as expressed in the Ordinance, that pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value; and pursuant to Section 31-35-413, C.R.S., such recital shall conclusively impart full compliance with all the provisions of such statute and Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of its Mayor, has caused the manual or facsimile of the seal of the Town to be affixed hereon and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of its Town Clerk, all as of the date specified above.

(Manual or Facsimile Signature)
Mayor

(MANUAL OR FACSIMILE SEAL)
Attest:

(Manual or Facsimile Signature)
Town Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Ordinance.

UMB BANK, N.A., as Paying Agent

Date of Authentication
and Registration:

____

By:____________________________________
Authorized Signatory

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ____________________________ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________________ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: __________________________ ____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

____

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

____
____
____

Social Security or other tax identification number of transferee:

____

(End of Form of Assignment)

(End of Form of Bond)

STATE OF COLORADO)
COUNTY OF WELD) SS.
TOWN OF FIRESTONE)

I, Miriam Luna Gonzalez, the Acting Town Clerk of the Town of Firestone, Colorado, do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the Ordinance adopted by the Board of Trustees, constituting the governing board of the Town of Firestone (the "Board of Trustees"), by vote had and taken at an open, regular meeting of the Board of Trustees held on November 9, 2022, as recorded in the regular book of official records of the proceedings of said Town of Firestone kept in my office.

2. The Ordinance was adopted at an open, regular meeting of the Board of Trustees on November 9, 2022, by an affirmative vote of a majority of the members of the Board of Trustees, as follows:

Name	"Yes"	"No"	Absent	Abstain
Drew Peterson, Mayor				
Frank A. Jimenez, Mayor Pro Tem				
Don Conyac				
Sean Doherty				
Matt Holcomb				
Douglas Sharp				
David Whelan				

3. The members of the Board of Trustees were present at the meeting and voted on the passage of such Ordinance as set forth above.

4. There are no bylaws, rules or regulations of the Board of Trustees which might prohibit the adoption of said Ordinance.

5. Notice of the meeting of November 9, 2022, in the form attached hereto as Exhibit A was not less than 24 hours prior to the meeting in accordance with law.

6. The Ordinance was published by title in the Longmont Times-Call, a newspaper of general circulation in the Town, on November [__], 2022, together with a statement that the complete text of the Ordinance is available at Town Hall and on the Town's official website, and the affidavit of publication is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this _____ day of November, 2022.

____

Town Clerk

(SEAL)

EXHIBIT A

(Attach Notice of Meeting)

EXHIBIT B

(Affidavit of Publication)

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 9.c **Discussion/Action** **Meeting Date:** November 9, 2022 **Initiated By:** Julie Pasillas **Dept:** Public Works

AGENDA TITLE

Resolution 22-123: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWN'S PUBLIC WORKS DEPARTMENT

SUMMARY

With the recent news of the limited supply of diesel fuel in the United States and the potential shortage, staff investigated options for obtaining onsite diesel storage at the Public Works location.

Staff reviewed the diesel fuel consumption over the last twelve months. The average monthly consumption was 1,123.78 gallons of diesel fuel, the average per gallon cost was $4.24 and the average monthly total spent was $4,651.36. Snowy winter months had the greatest consumption, averaging 2,143.95 gallons per month, and busy project months averaged 1,127.21 gallons per month. Staff determined that a storage amount of 5,000 gallons would provide adequate supplies for the Public Works operations.

Currently, there are 37 vehicles/equipment that use diesel fuel in the Public Works Department. Over 75% are used for snow removal operations on town streets, parks, trails, and facilities. If a diesel shortage does happen, the town could find itself in an unfortunate position that could compromise the snow removal operation in Firestone. Impassable roads could impede emergency services and inconvenience residents and businesses throughout the community.

Staff looked into purchasing tanks outright and the cost was approaching $50,000.00 just for the tanks. Staff reached out to three petroleum distribution companies and heard back from two, Rex Oil Co and Hill Petroleum/Senergy ("Hill"). Rex Oil Co does not deal much with supplying tanks and focuses on supplying petroleum products. Hill supplies both tanks and petroleum products and holds the MAPO fuel contract, equivalent to the state bid. Hill will lease tanks at no cost with a fuel purchase agreement. Staff requests to pursue a tank lease and fuel purchase agreement with Hill.

Before the Board is a resolution for an amount not to exceed $25,000 for the cost associated with bringing in one 5,000-gallon diesel fuel storage tank. The expenditures will be for transport and placement of the storage tank, berming material, bollards for tank protection, signage, permitting fees, and measuring/metering equipment.

HISTORY AND PREVIOUS BOARD ACTION

None at this time.

RECOMMENDATION

Staff recommends that the Board approve Resolution 22-123, a resolution approving expenditure of an amount not to exceed $25,000.00 in appropriated funds for the leasing of a 5,000 gallon diesel fuel storage tank and payment of costs and expenses related to installation and setup for the Public Works Department.

ALTERNATIVES

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

ATTACHMENTS

1. Res 22-123 Expenditures for Public Works

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed $25,000.00. Sufficient funds are available in the General, Water and Stormwater accounts.

RESOLUTION NO. 22-123

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWN'S PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone's Board of Trustees include the power to control the finances of the Town, appropriate money for municipal purposes and provide for payment of munipal expenses; and

WHEREAS, staff requests that the Board of Trustees authorize the Public Works Department's ("PWD") expenditure of an amount not to exceed $25,000.00 in appropriated funds for the leasing of a 5,000 gallon diesel fuel storage tank and payment of costs and expenses related to the transport and placement of the tank, including without limitation, berming materials, bollards for tank protection, signage, permitting fees, and measuring/metering equipment; and

WHEREAS, the Board of Trustees finds that the purchase of such equipment is in the best interest of the Town.

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

Section 1. The Board of Trustees hereby approves the Public Works Department purchase of the equipment set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 9th day of November, 2022.

TOWN OF FIRESTONE, COLORADO

____
Drew Alen Peterson, Mayor

ATTEST:

____
Miriam Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 9.d **Discussion/Action** **Meeting Date:** November 9, 2022 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE
Cancel November 23, 2022 and December 28, 2022 Board of Trustees Meeting

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION
Staff recommends approval of the November 23, 2022 and December 28, 2022 cancelation of the Board of Trustee Meeting.

ALTERNATIVES

ATTACHMENTS
None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 9.e **Discussion/Action** **Meeting Date:** November 9, 2022 **Initiated By:** Jessica Clanton **Dept:** Finance

AGENDA TITLE
2023 Budget Review

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS
None

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE
QUARTERLY FINANCIAL UPDATE

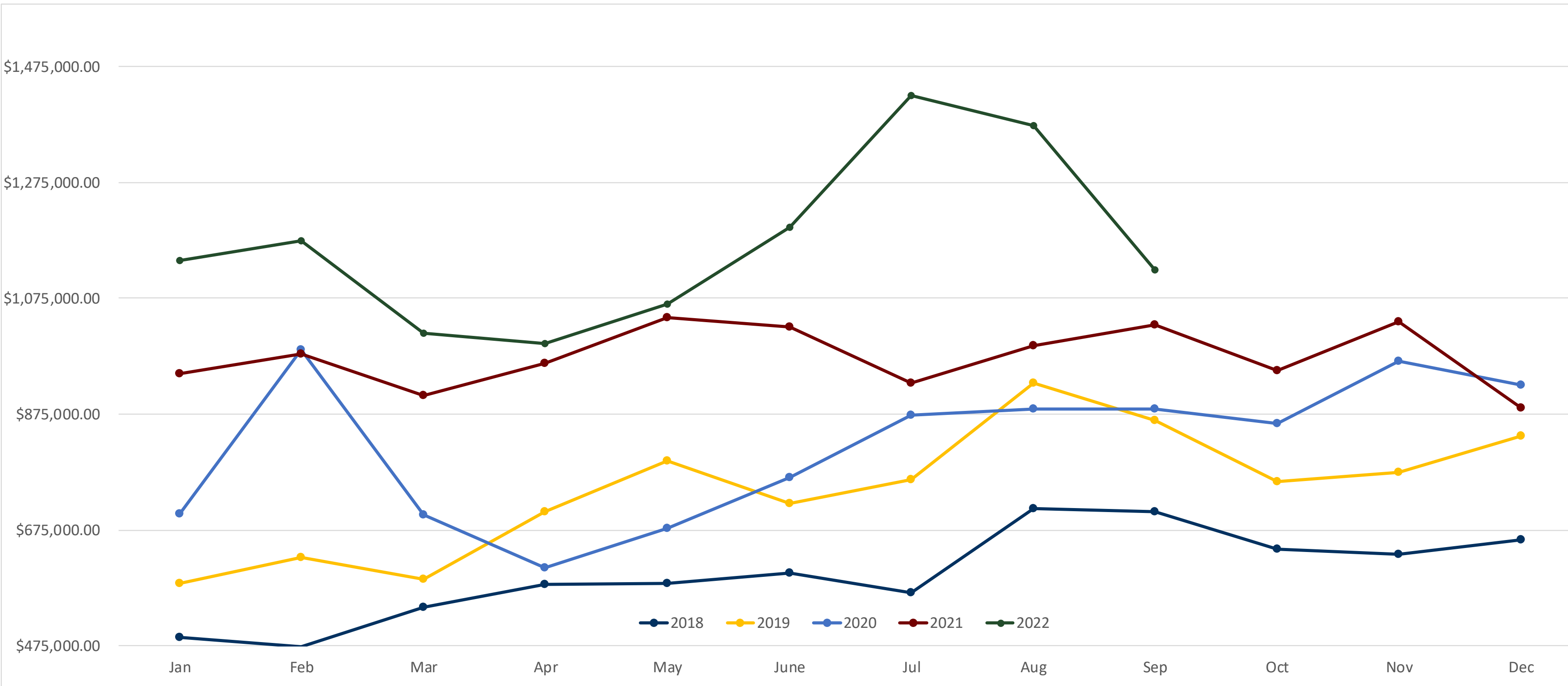
September 30, 2022

Jessica Clanton, Director of Finance

FIRESTONE
COLORADO

SALES & USE TAX

- Year to date collections $10,512,955
- Increase of $1,698,554 or 19% when compared to the prior year



GENERAL FUND REVENUE

	2022 Adopted Budget	Actual as of September 30, 2022	Over/(Under) Projected	Collection Rate	Prior Year Actual as of September 30, 2021	Over/(Under) Prior Year	Percent Difference
Revenues							
Taxes							
Property Taxes	$ 1,605,330	$ 1,587,286	$ (18,044)	98.88%	$ 1,483,461	$ 103,825	7.00%
Sales Taxes	7,430,927	4,502,523	(2,928,404)	60.59%	4,254,162	248,361	5.84%
Use Tax	1,381,000	937,417	(443,583)	67.88%	1,080,492	(143,075)	-13.24%
Other Tax	200,394	169,794	(30,600)	84.73%	103,673	66,121	63.78%
Total Taxes*	**10,617,651**	**7,197,020**	**(3,420,631)**	**67.78%**	**6,921,788**	**275,232**	**3.98%**
Intergovernmental Revenues	1,344,306	1,208,321	(135,985)	**89.88%**	1,422,469	(214,148)	**-15.05%**
Licenses and Permits	1,388,908	1,008,456	(380,452)	**72.61%**	1,152,168	(143,712)	**-12.47%**
Fines and Forfeitures	111,473	88,395	(23,078)	**79.30%**	74,839	13,556	**18.11%**
Charges for Services & Fees	1,648,903	1,141,459	(507,444)	**69.23%**	1,053,202	88,257	**8.38%**
Other Revenues	110,451	129,044	18,593	**116.83%**	115,886	13,158	**11.35%**
Total Revenues	**15,221,692**	**10,772,695**	**(4,448,997)**	**70.77%**	**10,740,352**	**32,343**	**0.30%**
Transfers In	3,009,880	-	(3,009,880)	**0.00%**	-	-	**N/A**
Total Revenue	**$ 18,231,572**	**$ 10,772,695**	**$ (7,458,877)**	**59.09%**	**$ 10,740,352**	**$ 32,343**	**0.30%**

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

FIRESTONE
COLORADO

GENERAL FUND EXPENDITURES

	2022 Adopted Budget	Actual as of September 30, 2022	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of September 30, 2021	Over/(Under) Prior Year	Percent Difference
Legislative	$ 120,482	$ 123,553	$ 3,071	**102.55%**	$ 96,224	$ 27,329	**28.40%**
Town Manager	1,679,033	1,134,864	(544,169)	**67.59%**	893,706	241,158	**26.98%**
Town Clerk	260,252	166,375	(93,877)	**63.93%**	104,705	61,670	**58.90%**
Marketing and Communications	463,173	331,584	(131,589)	**71.59%**	292,707	38,877	**13.28%**
Human Resources	521,577	345,977	(175,600)	**66.33%**	430,499	(84,522)	**-19.63%**
Finance	1,925,180	1,034,393	(890,787)	**53.73%**	1,009,686	24,707	**2.45%**
Technology	1,041,046	677,963	(363,083)	**65.12%**	430,514	247,449	**57.48%**
Planning & Development	1,470,282	928,341	(541,941)	**63.14%**	1,165,821	(237,480)	**-20.37%**
Police	5,074,034	3,337,658	(1,736,376)	**65.78%**	3,800,263	(462,605)	**-12.17%**
Public Works	4,918,364	3,155,492	(1,762,872)	**64.16%**	2,666,109	489,383	**18.36%**
Engineering	280,943	192,092	(88,851)	**68.37%**	223,751	(31,659)	**-14.15%**
EDCS	320,888	185,622	(135,266)	**57.85%**	104,896	80,726	**76.96%**
Total Expenditures	**$ 18,075,254**	**$ 11,613,914**	**$ (6,461,340)**	**64.25%**	**$ 11,218,881**	**$ 395,033**	**3.52%**

FIRESTONE
COLORADO

CAPITAL PROJECTS FUND

	2022 Adopted Budget	Actual as of September 30, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	$ 2,551,714	$ 1,543,139	$ (1,008,575)	60.47%	$ 1,380,060	$ 163,079	11.82%
Sales Taxes - .6%	1,825,601	1,427,388	(398,213)	78.19%	1,372,037	55,351	4.03%
Impact Fee Revenue	1,443,271	1,222,952	(220,319)	84.73%	1,615,810	(392,858)	-24.31%
Cash in Lieu	3,756,072	350	(3,755,722)	0.01%	92,000	(91,650)	-99.62%
Miscellaneous Revenues							
Grant Revenue	-	2,264,090	2,264,090	N/A	2,033,042	231,048	11.36%
Investment Earnings	19,844	91,576	71,732	461.48%	26,008	65,568	252.11%
Total Revenues	**9,596,502**	**6,549,495**	**(3,047,007)**	**68.25%**	**6,518,957**	**30,538**	**0.47%**
Expenditures							
Capital Improvement Expenditures	3,113,171	1,353,915	(1,759,256)	43.49%	6,114,465	(4,760,550)	-77.86%
Total Expenditures	**3,113,171**	**1,353,915**	**(1,759,256)**	**43.49%**	**6,114,465**	**(4,760,550)**	**-77.86%**
Total Revenues Over/(Under) Expenditures	**6,483,331**	**5,195,580**	**(1,287,751)**	**80.14%**	**404,492**	**4,791,088**	**1184.47%**
Other Financing Sources/Uses	(5,312,087)	(435,728)	4,876,359	**N/A**	(440,576)	4,848	**N/A**
Revenues Over/(Under) Expenditures	**$ 1,171,244**	**$ 4,759,852**	**$ 3,588,608**	**406.39%**	**$ (36,084)**	**$ 4,795,936**	**N/A**

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

FIRESTONE
COLORADO

WATER FUND

	2022 Adopted Budget	Actual as of September 30, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	$ 9,162,627	$ 6,174,046	$ (2,988,581)	**67.38%**	$ 6,568,479	$ (394,433)	**-6.00%**
Impact Fee Revenue	140,008	150,265	10,257	**107.33%**	178,518	(28,253)	**-15.83%**
Native Water Dedication	11,500,000	6,682,525	(4,817,475)	**58.11%**	-	6,682,525	**N/A**
Miscellaneous Revenues							
Investment Earnings	30,000	144,936	114,936	**483.12%**	60,839	84,097	**138.23%**
Total Water Fund Revenues	**20,832,635**	**13,151,772**	**(7,680,863)**	**63.13%**	**6,807,836**	**6,343,936**	**93.19%**
Expenditures							
Operating Expenditures	5,814,900	3,871,374	(1,943,526)	**66.58%**	3,837,680	33,694	**0.88%**
Capital Improvement Expenditures	46,351,579	13,588,390	(32,763,189)	**29.32%**	16,206,599	(2,618,209)	**-16.16%**
Total Expenditures	**52,166,479**	**17,459,764**	**(34,706,715)**	**95.89%**	**20,044,279**	**(2,584,515)**	**-12.89%**
Other Financing Uses	1,973,720	807,733	(1,165,987)	**40.92%**	807,733	-	**0.00%**
Total Water Fund Expenditures	**54,140,199**	**18,267,497**	**(35,872,702)**	**33.74%**	**20,852,012**	**(2,584,515)**	**-12.39%**
Revenues Over/(Under) Expenditures	**$ (33,307,564)**	**$ (5,115,725)**	**$ 28,191,839**	**N/A**	**$ (14,044,176)**	**$ 8,928,451**	**N/A**

FIRESTONE
COLORADO

STORMWATER FUND

	2022 Adopted Budget	Actual as of September 30, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Stormwater Charges	$ 688,586	$ 516,267	$ (172,319)	74.97%	$ 508,592	$ 7,675	1.51%
Impact Fee Revenue	97,092	105,038	7,946	108.18%	123,841	(18,803)	-15.18%
Miscellaneous Revenues							
Investment Earnings	10,000	14,212	4,212	142.12%	5,450	8,762	160.77%
Total Revenues	**795,678**	**635,517**	**(160,161)**	**79.87%**	**637,883**	**(2,366)**	**-0.37%**
Expenditures							
Stormwater Collection	851,975	533,747	(318,228)	62.65%	355,739	178,008	50.04%
Capital Improvement Expenditures	310,000	157,260	(152,740)	50.73%	77,490	79,770	102.94%
Total Expenditures	**1,161,975**	**691,007**	**(470,968)**	**59.47%**	**433,229**	**257,778**	**59.50%**
Revenues Over/(Under) Expenditures	**$ (366,297)**	**$ (55,490)**	**$ 310,807**	**N/A**	**$ 204,654**	**$ (260,144)**	**-127.11%**

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COLORADO

CAPITAL IMPROVEMENT PROJECTS

Project Description	2022 Adopted Budget	YTD Expenditures	Amount Remaining	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	5-Year Total	Funding Source
CAPITAL PROJECTS FUND									
Historic Firestone Street Replacement	$ 621,500	$ -	$ 621,500	$ 660,000	$ 679,000	$ 679,000	$ 679,000	$ 3,318,500	1% Sales Tax
Pavement Maintenance	1,500,000	674,644	825,356	1,500,000	850,000	850,000	850,000	5,550,000	ARPA/1% Sales Tax
Dust Control	210,000	-	210,000	210,000	270,000	270,000	270,000	1,230,000	1% Sales Tax
Street and Crosswalk Striping	10,000	-	10,000	10,000	10,000	10,000	10,000	50,000	1% Sales Tax
Street Signs Program	12,000	5,043	6,957	12,000	12,000	12,000	12,000	60,000	1% Sales Tax
PW Administration Offices Building	654,171	282,375	371,796	-	-	-	-	654,171	COP's
Traffic Signal Upgrade	40,000	-	40,000	20,000	20,000	20,000	20,000	120,000	1% Sales Tax
Neighbor's Point Park	-	179,765	(179,765)	-	-	-	-	-	Impact Fees
Central Park Master Plan	-	38,371	(38,371)	-	-	-	-	-	Impact Fees
Mountain Shadows Park	350,000	80,000	270,000	-	-	-	-	350,000	Park Impact Fees
New Traffic Signals	800,000	51,477	748,523	-	-	-	-	800,000	Street Impact Fees
Dog Park Relocation	150,000	6,638	143,362	-	-	-	-	150,000	1% Sales Tax
Relocate Conex	7,000	330	6,670	-	-	-	-	7,000	.6% Sales Tax
Total	**$ 4,354,671**	**$ 1,318,643**	**$ 3,036,028**	**$ 2,412,000**	**$ 1,841,000**	**$ 1,841,000**	**$ 1,841,000**	**$ 12,289,671**	
CONSERVATION TRUST FUND									
Settlers Park Improvements	$ 50,000	$ 22,193	$ 27,807	$ 75,000	$ -	$ -	$ -	$ 125,000	CTF
Firestone Trail Improvements	75,000	1,236	73,764	75,000	-	-	-	150,000	CTF
Total	**$ 125,000**	**$ 23,429**	**$ 101,571**	**$ 150,000**	**$ -**	**$ -**	**$ -**	**$ 275,000**	
BIGHORN FIRESTONE URBAN RENEWAL AUTHORITY									
WC Rd 20 Coal Ridge Ditch Crossing	$ 1,500,000	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000	Property Tax Increment
Total	**$ 1,500,000**	**$ -**	**$ 1,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,500,000**	

FIRESTONE
COLORADO

CAPITAL IMPROVEMENT PROJECTS

Project Description	2022 Adopted Budget	YTD Expenditures	Amount Remaining	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	5-Year Total	Funding Source
WATER FUND									
Water Rights	$ 2,200,000	$ 2,181,000	$ 19,000	$ -	$ -	$ -	$ -	$ 2,200,000	WF
Gould Well Field	660,000	113,040	546,960	-	-	-	-	660,000	2020 Water Ent. Bond
Mtn Shadows Park Conversion	253,000	63,934	189,066	-	-	-	-	253,000	WF
NISP Participation	650,000	617,500	32,500	1,492,000	1,492,000	1,492,000	1,492,000	6,618,000	WF
Firestone Reservoir No. 1 Plumbing	2,086,103	1,134,027	952,076	-	-	-	-	2,086,103	2020 Water Ent. Bond
Historic Firestone Water Line	780,006	-	780,006	407,587	419,815	432,410	432,410	2,472,228	WF
St. Vrain Water Treatment Plant	9,384,803	1,625,631	7,759,172	-	-	-	-	9,384,803	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline - Phase 1	5,492,219	5,839,623	(347,404)	455,000	450,000	3,647,500	3,647,500	13,692,219	2020 Water Ent. Bond
Gould Property Clean Up	15,000	-	15,000	-	-	-	-	15,000	WF
St Vrain WTP Injection Well	1,773,642	634,095	1,139,547	-	-	-	-	1,773,642	2020 Water Ent. Bond
SCADA Upgrade	83,682	76,208	7,474	-	-	-	-	83,682	WF
Firestone Reservoir #2	898,000	898,235	(235)	-	-	3,288,140	7,740,800	11,926,940	Raw Water Impact Fees
Non-Potable Irrigation System Infr.	200,000	-	200,000	2,242,000	-	-	-	2,442,000	Raw Water Impact Fees
Water Master Plan	125,000	-	125,000	-	-	-	-	125,000	WF
Historic Firestone Water Design	375,000	187,729	187,271	-	-	-	-	375,000	WF
Alluvial Well Field #2	299,624	117,369	182,255	-	420,000	6,090,000	-	6,809,624	2020 Water Ent. Bond
Water Rate Study	120,000	-	120,000	-	-	-	-	120,000	WF
Coal Ridge Ditch Lateral Supply Pipeline	803,500	-	803,500	5,043,500	-	-	-	5,847,000	WF/2020 Water Ent. Bond
NISP Transfer Pipeline	152,000	-	152,000	-	-	336,250	-	488,250	WF
Firestone Reservoir #3	20,000,000	100,000	19,900,000					20,000,000	Water Bond
Total	**$ 46,351,579**	**$ 13,588,391**	**$ 32,763,188**	**$ 9,640,087**	**$ 2,781,815**	**$ 15,286,300**	**$ 13,312,710**	**$ 87,372,491**	
STORMWATER FUND									
PW Secondary Containment	$ 29,215	$ -	$ 29,215	$ -	$ -	$ -	$ -	$ 29,215	Impact Fees
Stormwater Fee Study	60,000	-	60,000	-	-	-	-	60,000	SWF
Drainage Master Plan	319,868	133,855	186,013	-	-	-	-	319,868	Impact Fees
Regional Detention Pond	-	23,405	(23,405)	-	-	-	-	-	SWF
Total	**$ 409,083**	**$ 157,260**	**$ 251,823**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,083**	
TOWN-WIDE TOTAL	**$ 52,740,333**	**$ 15,087,723**	**$ 37,652,610**	**$ 12,202,087**	**$ 4,622,815**	**$ 17,127,300**	**$ 15,153,710**	**$ 101,846,245**	

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