



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

December 14, 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 November 16, 2022 Board of Trustees Regular Meeting Minutes
 - b. Approval of November 30, 2022 Board of Trustees Special Meeting Minutes
 - c. **Resolution 22-130:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 6; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 6
 - d. **Resolution 22-136,** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 4 TO THE CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND NORTHERN COLORADO CONSTRUCTORS FOR CONSTRUCTION WORK PERTAINING TO THE HISTORIC FIRESTONE WATERLINES REPLACEMENT PROJECT NO. 1

* 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.

- e. **Resolution 22-133**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPOINTING THE TOWN MANAGER AND THE MANAGER'S DESIGNEE TO ACT ON BEHALF OF THE TOWN FOR MATTERS CONCERNING DITCH COMPANIES FOR WHICH THE TOWN OF FIRESTONE IS A SHAREHOLDER
- f. **Resolution 22-134**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIFTH AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC
- g. **Resolution 22-131**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO ANNEXATION AGREEMENT PERTAINING TO THE ADAM FARM ANNEXATION
- h. **Resolution 22-132**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

6. Presentation

- a. Check to Santa's Cops

7. Land Development

- a. **PUBLIC HEARING: Ordinance 1022**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.4.1, 16.4.2, 16.5.4, 16.6.2, 16.6.4, 16.6.7, 16.7.7, AND 16.11.3, AND TABLE 4-1 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

8. Discussion/Action

- a. **Resolution 22-128**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2022 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2023 FISCAL YEAR.

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- b. **Resolution 22-129:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION PROGRAM
- c. **Resolution 22-135:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE SECOND 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
- d. **Resolution 22-137:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE OPTION TERM AND EXECUTION OF THE TOWN OF FIRESTONE COLORADO WATER ENTERPRISE REVENUE BOND SERIES 2022
- e. Development Impact Fees

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

10. Reports

- a. Staff
 - 10.a.i.** October and November Monthly Financial Reports
- b. Mayor
- c. Trustees

11. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: December 14, 2022

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of November 16, 2022 Board of Trustees Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Approval of the November 16, 2022 Board of Trustees Regular Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. 11-16-2022 BoT Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
November 16, 2022

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on November 16, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:00 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
Matt Holcomb
Sean Doherty
Doug Sharp

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

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

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

Becky Duckworth, a Firestone resident, gave public comment regarding concerns about the financial status of the Water Treatment Plant.

5. Consent Agenda

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

a. Approval of November 9, 2022 Meeting Minutes

6. Discussion/Action

- a. **PUBLIC HEARING: Resolution 22-125:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2023 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO.

Mayor Peterson opened the public hearing for Resolution 22-125 at 6:05 PM. AJ Krieger, Town Manager, presented to the Board of Trustees.

Lou Matthews, a Firestone resident, gave public comment regarding the material received by the trustees and edits to the documentation.

Becky Duckworth, a Firestone resident, gave public comment in regard to the budget expenses.

Becky Heath, a Firestone resident, provided public comment regarding the Towns budget expenses.

Mayor Peterson thanked residents for their public comments. He also ensured residents that the town fully intends to be transparent.

Mr. Krieger, the town manager, mentioned the town's full intent to be transparent.

Mayor Peterson commended the town for providing the budget on the town's website. He also validated residents' concerns.

Trustee Conyac spoke in regard to the town's draft documents and budget.

AJ Krieger, Town Manager, provided clarity in regard to the town's water funds.

Trustee Holcomb mentioned the importance of the board making decisions for the Firestone residents.

Trustee Doherty thanked the Finance department for their work on the budget and their transparency. He also questioned the process for the Distinguished Budget Presentation Award.

Jessica Clanton, Director of Finance, explained the Distinguished Budget Presentation Award.

Trustee Doherty questioned the awards criteria.

Jessica Clanton, Director of Finance, provided further details on the award criteria.

AJ, Town Manager, mentioned the town's effort to receive the Distinguished Budget Presentation Award.

Trustee Sharp commended the staff for the hard work on the budget and the board's efforts in making decisions.

Trustee Whelan recognized the public comments that were made and the staff's hard work. He also mentioned his positive thoughts about the budget plan.

Trustee Jimenez mentioned he sees quality and transparent improvements in regard to the budget. He also spoke in regard to the board's duties.

Trustee Holcomb provided comments about the board's duties towards the town's residents.

Mayor Peterson mentioned the town's budget priorities and thanked staff for their hard work.

Trustee Whelan, asked trustee Holcomb about what in the budget he would feel more comfortable with.

Trustee Holcomb mentioned items such as the budget for the roads.

Trustee Whelan, asked if trustee Holcomb would like to propose a higher number for the roads budget.

Trustee Holcomb, mentioned there could be some changes in appropriating funds in certain areas.

Mayor Peterson spoke in regard to the board's concerns and acknowledged those factors. He also mentioned conducting a pavement index.

Trustee Sharp mentioned a past pavement study with pavement index had been conducted.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **PUBLIC HEARING:**

Resolution 22-125: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2023 AND APPROPRIATING SUMS FOR AND DEFRAIVING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

b. **Resolution 22-126:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2023 FISCALYEAR.

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Resolution 22-126:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2023 FISCALYEAR.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee

Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- c. **Resolution 22-127:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT REGARDING FIRE SERVICES.

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **Resolution 22-127:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT REGARDING FIRE SERVICES.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

7. Adjournment

Motion by Trustee Jimenez, **second** by Trustee Conyac, to Adjourn at 7:27 PM, All in Favor,
Motion carried.

Introduced and Approved the 14 of December 2022.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew Peterson, Mayor

Miriam Luna Gonzalez, Deputy Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: December 14, 2022

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of November 30, 2022 Board of Trustees Special Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of the November 30, 2022 Board of Trustees Special Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. 11-30-2022 Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
November 30, 2022

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on November 30, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:00 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
Matt Holcomb
Sean Doherty
Doug Sharp

Staff: **Present:** Raelynn Ferrera, Assistant to the Town Manager; Julie Pasillas, Director of Public Works; Miriam Luna Gonzalez, Deputy Town Clerk; & AJ Krieger, Town Manager.

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

4. Executive Session

- a. An executive session pursuant to CRS 24-6-402(4)(e)(I) for the purposes of developing strategies for negotiation and instructing negotiators regarding the renewal and terms and conditions of the Town of Firestone's Water Service Agreement with Central Weld County Water District.

Motion by Trustee Sharp, **second** by Trustee Whelan, to go into an executive session pursuant to CRS 24-6-402(4)(e)(I) for the purposes of developing strategies for negotiation and instructing negotiators regarding the renewal and terms and conditions of the Town of Firestone's Water Service Agreement with Central Weld County Water District. All in Favor, **Motion carried.**

Open: 6:02 PM
Close: 7:45 PM

5. Adjournment

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

Introduced and Approved the 14 of December 2022.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew Peterson, Mayor

Miriam Luna Gonzalez, Deputy Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c

Consent Agenda

Meeting Date: December 14, 2022

Initiated By: Marty Ostholtzoff

Dept: Planning & Development

AGENDA TITLE

Resolution 22-130: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 6; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 6

SUMMARY

Barefoot Lakes Filing No. 6 final plat is proposing 193 single-family residential lots on 82.5 acres.

HISTORY AND PREVIOUS BOARD ACTION

The Barefoot Lakes Filing No. 6 preliminary plat was previously approved by the Board of Trustees on March 9, 2022.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 22-130, a resolution approving and accepting property interests for Barefoot Lakes Filing No. 6 final plat with the following conditions:

1. All minor technical corrections to the Barefoot Lakes Filing No. 6 final plat shall be made to the Town's satisfaction.
2. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
3. Barefoot, LLC shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
4. Barefoot, LLC shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-130
2. Barefoot Lakes Filing No. 6 Subdivision Agreement (2022 12-1 DRAFT)
3. Barefoot Lakes Filing No. 6 Final Plat
4. Barefoot Lakes Filing No. 6 Staff Report

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-130

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 6; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 6

WHEREAS, Barefoot, LLC and Lennar Colorado, LLC (“Applicants”), as owners of certain real property described as Lot 21, Block 1, Lot 1 and Lot 14, Block 4, Tract B, and a portion of Inland Avenue, Barefoot Lakes Filing No. 5 (the “Property”), have submitted a proposed final plat for the Property, entitled “Barefoot Lakes Filing No. 6” (the “Final Plat”); and

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

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Barefoot Lakes Filing No. 6 Subdivision Agreement and to accept financial guarantees for improvements to be constructed by Barefoot, LLC.

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

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

Section 2. The Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 6, attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Barefoot Lakes Filing No. 6 final plat shall be made to the Town’s satisfaction.

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

(c) Barefoot, LLC shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

(d) Barefoot, LLC shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Barefoot Lakes No. 6 Subdivision Development Agreement between the Town of Firestone and Barefoot, LLC is hereby approved in the form substantially similar to the form attached hereto as Exhibit B. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Barefoot Lakes Filing No. 6 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

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

Section 6. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 6 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of December, 20__.

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 6
Final Plat

EXHIBIT B
Barefoot Lakes Filing No. 6
Subdivision Development Agreement

SUBDIVISION AGREEMENT
[Barefoot Lakes Filing No. 6]

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, whose address is 9950 Park Avenue, Firestone, CO 80504 (“Town”), and **BAREFOOT, LLC**, whose address is 6465 S. Greenwood Plaza Boulevard, Suite 700, Centennial, CO 80111 (“Subdivider”).

WHEREAS, Subdivider has submitted a final subdivision plat for the Barefoot Lakes Filing No. 6 subdivision (“Subdivision” or “Plat”), including utility plans for the Subdivision, a copy of which Plat is attached hereto as **Exhibit A** and incorporated herein by reference, and which Plat has been reviewed and approved by the Planning Commission and Town Board of Trustees; and

WHEREAS, the Town and Subdivider have entered into a Development and Vested Rights Agreement for the Barefoot Lakes Annexation dated May 27, 2015 (the “DVR Agreement”), which agreement was recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149333; and

WHEREAS, the Subdivision is to be developed as a planned unit development and a large scale development within the Town, pursuant to applicable provisions of the Firestone Municipal Code and Development Regulations; and

WHEREAS, additional filings are anticipated, and this Agreement applies only to Barefoot Lakes Filing No. 6; and

WHEREAS, the subdivision regulations of the Town require that the Subdivider enter into a Subdivision Agreement (“Agreement”) with the Town relative to improvements related to the Subdivision;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation. Subdivider shall be responsible for performance of the covenants set forth in this Agreement.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in **Exhibit B**, attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and, except as otherwise provided in this

Agreement, shall conform to the standards and criteria for public improvements as established and approved by the Town as of the date of submittal to the Town.

1.3 Construction Standards and Deadline. (a) Subdivider shall construct, or shall cause a metropolitan district or special district with jurisdiction to construct, all improvements required by this Agreement, including but not limited to all water lines, sanitary sewer collection lines, storm sewer lines, streets, curbs, gutter, sidewalks, landscaping, bikepaths, and any other improvements constructed in relation to the Subdivision, in accordance with plans and specifications approved in writing by the Town, the Plat, this Agreement, and in full conformity with the Town's construction specifications applicable at the time of construction plan approval ("Construction Approval"). Construction Approval shall continue in effect for three (3) years from the effective date of this agreement. In the event that the Subdivider commences or performs any construction after such three (3) year period, the Subdivider shall resubmit the project utility plans to the Town for reexamination in accordance with Section 1.5. The Town may require the Subdivider to comply with the approved Town standards and specifications that are in effect at the time of resubmittal.

(b) Construction of public improvements shall be complete, and initial acceptance of the public improvements shall be requested, by no later than three (3) years from the date of such Construction Approval, weather permitting. If Subdivider has not completed the improvements and requested initial acceptance on or before the completion date, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the Town shall be made to the Director of Planning & Development, and all approvals required of the Town in connection with this Agreement shall be rendered by the Town Manager, or the Manager's designee. The Town Engineer shall have general responsibility for coordinating development with Subdivider.

1.5 Plan Submission and Approval. (a) Subdivider shall furnish to the Town complete plans for public improvements for the Subdivision, and obtain approval of such plans prior to the commencement of any construction work thereon. The Town shall issue its written approval or disapproval of said plans as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the Town, and the Town shall notify Subdivider of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to, and approved by, the Town prior to the construction of any improvements. In addition to the foregoing, prior to the commencement of any construction work on the sanitary sewer or water improvements, all sanitary sewer plans shall be submitted to and shall require the approval of the St. Vrain Sanitation District, and all water service plans shall be submitted to, and shall require the approval of the Little Thompson Water District.

(b) Except as provided in this subsection (b), building permits shall be issued only after improvements, with the exception of streetlights, have been completed for the particular phase and

are operational as solely determined by the Town. The Subdivider may request and, provided there is no breach of this Agreement by Subdivider, the Town shall issue its approval of the following permits:

(1) Upon receipt of a letter of credit to secure performance of erosion control, dust management, and site stabilization work, the Town shall issue a stormwater quality permit.

(2) Following approval of plans for sanitary utility construction by the St. Vrain Sanitation District, approval of plans for water utility construction by the Little Thompson Water District, and Town approval of the Final Construction Documents, the Town shall issue a Public Improvement Permit. Should Developer commence construction of water or sewer improvements outside Town right-of-way prior to issuance of a Public Improvement Permit, such work is at Developer's risk.

1.6 Initial Acceptance. (a) No later than fourteen (14) days after improvements are completed for each phase of the Subdivision, Subdivider shall request inspection by the Town. If Subdivider does not request this inspection within fourteen (14) days of completion of improvements for a phase, the Town may conduct the inspection without the approval of Subdivider. Subdivider shall provide "as-built" drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs no later than forty-five (45) days after improvements for a phase are completed. If improvements completed by Subdivider are satisfactory, the Town shall grant "initial acceptance", which shall be subject to "final acceptance" as set forth herein. If improvements completed by Subdivider are unsatisfactory, the Town shall provide written notice to Subdivider of the repairs, replacements, construction or other work required to receive "initial acceptance." Subdivider shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction, or other work required, Subdivider shall request of the Town a re-inspection of such work to determine if initial acceptance can be granted, and the Town shall provide written notice to Subdivider of the acceptability or unacceptability of such work. If Subdivider does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. The Town reserves the right to schedule reinspections, depending upon scope of deficiencies.

(b) Except as provided in Section 1.5(b)(2), no building permit for the construction of any structure shall be issued by the Town until all the water lines, fire hydrants, sanitary sewer lines and streets (including curb, gutter, sidewalk and pavement) serving such structure have been completed and are operational as solely determined by the Town. Subdivider may delay the installation of the final lift of asphalt on streets until after initial acceptance of such streets, but the installation of the final lift of asphalt shall be condition precedent to final acceptance of the improvements. If Subdivider elects to delay installation of the final lift of asphalt, then Subdivider shall provide security to the Town in the form of cash or letter of credit in an amount equal to one hundred percent (100%) of the estimated cost to install the final lift of asphalt as approved by the Town. Such letter of credit shall not be released until final acceptance of the improvements has been granted by the Town.

Notwithstanding any provision herein to the contrary, the right to delay the installation of the final lift of asphalt on streets until after initial acceptance of such streets is personal to Barefoot LLC, a Colorado limited liability company, as Subdivider, and may be exercised by Barefoot LLC only for so long as Barefoot LLC is a wholly owned subsidiary of Brookfield Residential Properties, Inc., and Barefoot LLC does not have the right to assign this right to any third party. Notwithstanding any provision herein to the contrary, successors and/or assigns of Barefoot LLC shall be required to install the full depth of asphalt required by approved constructions plans, including the final lift of asphalt on all streets, prior to initial acceptance of the improvements.

1.7 Maintenance and Warranty of Improvements. For a minimum two (2) year period from the date of “initial acceptance” of improvements related to each phase of the Subdivision or until Final Acceptance is issued, whichever is greater, Subdivider shall warrant all said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within thirty (30) days after Subdivider’s receipt of written notice from the Town requesting such repairs or replacements, the Subdivider has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement.

1.8 Final Acceptance. At least thirty (30) days before two (2) year has elapsed from the issuance of initial acceptance for each phase, or as soon thereafter as weather permits, Subdivider shall request a “final acceptance” inspection of the improvements for such phase. The Town shall inspect the improvements and shall notify the Subdivider in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Subdivider has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall issue to Subdivider a letter of “final acceptance.” If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within thirty (30) days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 8.1 of this Agreement.

1.9 Reimbursement to Town. The Town may complete construction, repairs, replacements, or other work for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 8.1 of this Agreement with funds other than the Improvement Guarantee, in which event Subdivider shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Subdivider fails to so reimburse Town, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

1.10 Testing and Inspection. (a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may be reasonably required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a timely basis for Town review and approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said

construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to such regulations, plans and specifications. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Subdivision improvements to be constructed under this Agreement or to the administration of this Agreement. The Town and Subdivider shall in good faith cooperate to control such costs.

(b) All work shown on the Plat and approved construction plans shall be subject to inspection by the Town. Inspection by the Town shall not relieve the Subdivider from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of the Town are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of forty-eight (48) hours in advance to the Town for approval. All requests for after-hours inspection services shall be made in writing to the Town. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above. The Subdivider shall comply with all notification and inspection requirements of the sanitation district serving the property with regard to sanitary sewer improvements.

1.11 Financing and Improvement Guarantees. (a) Except as otherwise specially agreed herein, the Subdivider agrees to install and pay for all improvements described in **Exhibit B** or otherwise required by this Subdivision as shown on the approved plat, utility plans, and other approved documents on file with the Town. Said Improvement Guarantee shall include, but not be limited to, street construction, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements.

(b) Prior to commencing construction of the public improvements for any phase, Subdivider shall submit to the Town the following Improvement Guarantees:

(1) Infrastructure Improvement Guarantees. With respect to all of the public improvements described in **Exhibit B** aside from landscaping improvements (the "Infrastructure Improvements"), Subdivider shall submit to the Town the following Improvement Guarantees:

- (i) Subdivider shall provide a single letter of credit in form and substance as shown in **Exhibit C** as the Improvement Guarantee in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, to secure the performance of erosion control, dust management, and site

stabilization work in the amount shown in **Exhibit B** for the Infrastructure Improvements; and

- (ii) For the remainder of the Infrastructure Improvements set forth in **Exhibit B** for all phases, Subdivider shall provide a single improvement guarantee as cash, letter of credit in form and substance as shown in **Exhibit C**, or a bond, in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, of the Infrastructure Improvements for all of the phases not secured by the letter of credit provided pursuant to subsection (b)(1), above. If Subdivider provides a bond, the bond must be in accordance with the requirements set forth in the DVR Agreement.

(2) Landscaping Improvement Guarantee. With respect to all of the landscaping public improvements described in **Exhibit B** (the “Landscaping Improvements”), Subdivider shall submit to the Town the following Improvement Guarantees:

- (i) Subdivider shall provide a single letter of credit in form and substance as shown in **Exhibit C** as the Improvement Guarantee in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, to secure the performance of erosion control, dust management, and site stabilization work in the amount shown in **Exhibit B** for the Landscaping Improvements; and
- (ii) For the remainder of the Landscaping Improvements, including all irrigation and other landscaping not specifically intended for construction related erosion control, dust management and site stabilization, set forth in **Exhibit B** for all phases, Subdivider shall provide a single improvement guarantee as cash, letter of credit in form and substance as shown in **Exhibit C**, or a bond, in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, of the Landscaping Improvements for all of the phases not secured by the letter of credit provided pursuant to subsection (b)(2), above. If Subdivider provides a bond, the bond must be in accordance with the requirements set forth in the DVR Agreement.

(c) The term of every Improvement Guarantee provided by Subdivider shall be for a period of time sufficient to cover the completion of construction of all of the specific, associated

public improvements to which such Improvement Guarantee applies, and, except as set forth in subsection (d) below, shall not be released until initial acceptance of all of the public improvements to which the specific Improvement Guarantee applies has been granted by the Town. If the Subdivider provides a letter of credit, the letter of credit shall not expire during the winter season (November 1 – March 1).

(d) At the time of initial acceptance of the Infrastructure Improvements, the Town shall reduce the amount of the Improvement Guarantees set forth in subsection (b)(1) above to fifteen percent (15%) of the certified statement of construction costs for the Infrastructure Improvements. At the time of initial acceptance of the Landscaping Improvements, the Town shall reduce the amount of the Improvement Guarantees set forth in subsection (b)(2) above to fifteen percent (15%) of the certified statement of construction costs for the Landscaping Improvements.

(e) The remaining Improvement Guarantees set forth in subsection (b)(1) above shall be released upon final acceptance of the Infrastructure Improvements by the Town, and the remaining Improvement Guarantees set forth in subsection (b)(2) above shall be released upon final acceptance of the Landscaping Improvements by the Town, provided no mechanics' liens have been filed with respect to the public improvements and the Subdivider is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the public improvements, the Town may retain all or a portion of the associated Improvement Guarantee up to the amount of such liens. If Subdivider fails to have such improvements for any phase finally accepted within one (1) year of the date of the issuance of initial acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Subdivider within thirty (30) days after said final acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction for a phase is reasonably determined by the Town to be greater than the amount of the security provided for such phase, then the Town shall furnish written notice to the Subdivider of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Subdivider shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained, then Subdivider is in default of this Agreement and is subject to the provisions of Section 8.1 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy; provided, however, that no

additional 30-day notice to cure under Section 8.1 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

(g) Notwithstanding any provision herein to the contrary, the right to provide a bond as security for the completion of public improvements as set forth in subsections (b)(1)(ii) and (b)(2)(ii) above, is personal to Barefoot LLC, a Colorado limited liability company, as Subdivider and may be exercised by Barefoot LLC only for so long as Barefoot LLC is a wholly owned subsidiary of Brookfield Residential Properties, Inc., and Barefoot LLC does not have the right to assign this right to any third party. Notwithstanding any provision herein to the contrary, successors and/or assigns of Barefoot LLC shall not be able to provide a bond or bonds as security for the completion of public improvements, but shall provide a letter of credit in a form and substance acceptable to the Town in its sole discretion.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including, but not limited to, reasonable attorney fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Subdivider shall be limited to suits, actions or claims based upon conduct prior to "final acceptance" by the Town of the construction work. Subdivider acknowledges that the Town's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Subdivider or third parties is assumed by such review or approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the Town proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14 Phasing Plan; Issuance of Building Permits and Certificates of Occupancy. The Town has approved a phasing plan for the Subdivision, as is reflected in the approved Final Development Plan and **Exhibit B** attached hereto. Subdivider shall complete improvements for all phases and request initial acceptance thereof on or before the completion deadline set forth in Section 1.3(b). In addition:

(a) No building permits shall be issued until the full amount of the Improvement Guarantee for all phases have been provided to the Town;

(b) No building permits shall be issued for the construction of any habitable structure within a phase until all the water lines, fire hydrants, sanitary sewer lines and streets (including curb, gutter, and sidewalk pavement with at least the base course completed but excluding streetlights) serving such phase of the Subdivision have been completed and are operational as solely determined by the Town; and

(c) No building permits shall be issued for any structure located in excess of nine hundred feet from a single point of access.

(d) No building permits for any phase of the Subdivision shall be issued until Ronald Reagan Boulevard Phase 3 improvements are constructed, operational, and open to traffic between the existing pavement east of Eagle River Road and Colorado Boulevard as shown in the Town accepted final construction plans and detailed in the Development Agreement for Ronald Reagan Boulevard.

(e) Any modification to the phasing plan must be approved in accordance with Section 8.5 of this Agreement.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Prior to commencing construction of any improvements set forth herein, Subdivider shall acquire at its own expense and convey to the Town all necessary land, rights-of-way and easements required by the Town for Subdivider's construction of the proposed improvements related to the Subdivision. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed in form and substance acceptable to the Town Attorney. All title documents shall be recorded by the Town at the Subdivider's expense. The Subdivider shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.2 Construction. Subdivider shall furnish and install, at its own expense, the improvements listed on the "Schedule of Improvements" attached as **Exhibit B**, in conformance with the Plat and approved construction plans. If Subdivider does not meet the above obligations, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement. The Subdivider shall provide the Town Engineer with certified Record Drawings upon completion of the construction of public improvements and other documents as required by the Town. These documents shall show "as-built" locations of such improvements.

2.3 Utility Coordination and Installation. In addition to the Improvements described on **Exhibit B**, Subdivider shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by the Town Code.

3.0 STREET IMPROVEMENTS

3.1 Street Improvements. For the purposes of this Agreement, “street improvements” shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping and drainage improvements. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed, at the minimum, pursuant to the Plat, approved construction plans, and the Schedule of Improvements attached as **Exhibit B**.

3.2 Street Signs, Traffic Signs and Striping. Subdivider will install, at Subdivider’s expense, striping, street name signs, stop signs, speed limit signs and other signs on local, collector and arterial streets. Signs and striping shall be installed in a manner reasonably approved by the Town and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

3.2 Colorado Boulevard Improvements. In accordance with the Barefoot Lakes Annexation Agreement, the Colorado Boulevard Street Improvements along the Colorado Boulevard frontage of the Subdivision shall be deferred to a future Barefoot Lakes filing to be included in a larger Colorado Boulevard project.

4.0 PUBLIC USE DEDICATION AND LANDSCAPING

4.1 Public Use Dedication. (a) Subdivider shall convey to the St. Vrain Lakes Metropolitan District No. 1, prior to the issuance of any building permits, those tracts as shown on the Plat as to be owned by the St. Vrain Lakes Metropolitan District.

(b) The Subdivider specifically represents that to the best of its knowledge, all portions of the Subdivision either dedicated to the Town or comprising rights-of-way to be owned and maintained by the Town are in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders, and requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that such portions of the property as are dedicated to the Town pursuant to this development, are in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Subdivider does hereby indemnify and hold harmless the Town from any liability whatsoever that may be imposed upon the Town by any governmental authority, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of or related to any property dedicated to the Town pursuant to this development. The Subdivider further agrees to indemnify and

hold harmless the Town from any claims or actions based directly, indirectly or in any manner on any of the aforementioned environmental risks brought against the Town by third parties arising as a result of the dedication of portions of the Property to the Town pursuant to this development. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutants or contaminants generated or deposited by the Town, its agents or representatives, upon portions of the property dedicated to the Town pursuant to this development.

4.2 Landscape Improvements. For public lands and rights-of-way within the Subdivision, Subdivider shall furnish to the Town complete final landscape and irrigation plans and obtain approval thereof by the Town prior to commencement of Public Improvements. Subdivider shall construct the landscape improvements as required in landscape and irrigation plans approved by the Town.

5.0 WATER LINES

5.1 Specifications. (a) All water mains, lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, Little Thompson Water District specifications, and the Schedule of Improvements attached as **Exhibit B**, including both on-site and off-site improvements.

(b) All of the water lines, fire hydrants, valves, fittings, and appurtenances within a phase as shown on the approved utility plans shall be installed by the Subdivider prior to issuance of any building permits on the property. This shall include all water services for all of the lots shown on the Plat.

6.0 SEWER LINES

6.1 Specifications. All sewer lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, St. Vrain Sanitation District specifications, and the Schedule of Improvements attached as **Exhibit B**, and shall meet the requirements and have the approval of the sanitation district serving the property, including both on-site and off-site improvements.

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be the Subdivider's obligation. Subdivider shall cause, at its own expense, the provider of electric and power service to install all required street lighting pursuant to Town-approved plans and specifications. Said street lights shall be installed concurrently with the streets on which they are located. Streetlights shall be installed and operational prior to initial acceptance, but operational streetlights are not required for Building Permit release.

7.2 Drainage Improvements. (a) Drainage improvements for the Subdivision shall be constructed by Subdivider and, at the minimum, in accordance with plans and specifications approved

by the Town and in accordance with the minimum requirements for storm drainage facilities as have been established by the Town. All storm drainage facilities shall be so designed and constructed by the Subdivider as to protect downstream and adjacent properties against injury and adequately serve the Subdivision. No overlot grading shall be initiated by Subdivider until the Town issues a grading permit in accordance with Section 1.5(b)(1).

(b) Drainage improvements within a phase shall be completed and operational as solely determined by the Town prior to the issuance of building permits within such phase. Completion of the improvements shall include the certification by a licensed professional engineer that the drainage facilities which serve the development have been constructed in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the Subdivider to correct. Said certification shall be submitted to the Town at least two (2) weeks prior to the date of issuance for any subsequent building permit.

(c) Drainage improvements for each lot shall be constructed by the Subdivider, at the minimum, in accordance with the approved construction plans. Subdivider shall furnish copies of approved plans to subsequent purchasers (other than homeowners) of lots. Any changes from the approved plans with respect to grade elevation or storm drainage facility configuration that occur as a result of the construction of houses and or other development of lots, whether by the Subdivider or other parties, shall require the approval of the Town. The Town may withhold the issuance of building permits and certificates of occupancy until the Town has approved such changes as being acceptable for the safe and efficient delivery of storm drainage water.

7.3 Trash, Debris, Mud. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision. If the Town determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by Town. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the Town in its sole discretion, the Town may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the Town. If Subdivider does not abate such mud or debris, or if an emergency exists, Town may abate the same at Subdivider's expense.

7.4 Limitation of Construction Hours. The operation of construction equipment shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. The Town Manager may, upon written application and for good cause, alter the hours of operation for a defined period of time.

8.0 MISCELLANEOUS TERMS

8.1 Breach of Agreement. In the event that the Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Subdivider by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may draw upon the Improvement Guarantee and may complete some or all the public improvements associated with such Improvement Guarantee at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the Town, as defined herein. Notice by the Town to the Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient, then the Town has the right enforce the restrictions on the issuance of building permits and other approval or permits, and, if it chooses, to begin work on the Improvements at the expense of the Subdivider. If the Town determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the Town may immediately draw upon the Improvement Guarantee if available and may complete the Improvements at Subdivider's expense even if the improvement guaranty is not available; in such event, the Town shall use its best efforts to notify Subdivider at the earliest practical date and time. The Town may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under municipal, state or federal law. Failure to timely complete construction of improvements which is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the Subdivider's control shall not be considered a breach of the Agreement. Any costs incurred by the Town, including, but not limited to, administrative costs and reasonable attorney fees, in pursuit of any remedies due to the breach by the Subdivider shall be the responsibility of the Subdivider. The Town may deduct these costs from the Improvement Guarantee.

8.2 Recording of Agreement. The Town shall record this Agreement at Subdivider's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the Town shall retain the recorded Agreement.

8.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision, shall be binding upon the successors and assigns of the parties hereto, and except as provided herein to the contrary, shall inure to the benefit of the successors and assigns of the parties hereto.

8.4 Assignment, Delegation and Notice. There shall be no transfer or assignment of any of the rights or obligations of the Subdivider under this Agreement without the prior written approval of the Town, and the Subdivider agrees to provide the Town with at least fourteen (14) days' advance notice of any such proposed transfer or assignment. Subdivider shall not sell or transfer any lots within the Subdivision before the Improvement Guarantee has been posted, or during any period Subdivider has been notified by the Town that the Improvement Guarantee is not in compliance with this Agreement. If such a sale or transfer is made, Subdivider shall be in default

of this Agreement and is subject to the provisions of Section 8.1, and the Town may suspend all development activities relating to the Subdivision or Subdivider, or both, including but not limited to staff development reviews, public hearings, and issuance of building permits and certificates of occupancy. Subdivider and successor shall, until written Town approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement.

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

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

TOWN:

Town of Firestone
Town Clerk
9950 Park Avenue
Firestone, CO 80504

SUBDIVIDER:

Barefoot LLC
6465 Greenwood Plaza Blvd #700
Centennial, CO 80111

With a required copy to:

Hayashi & Macsalka, LLC
Attn: William Hayashi
1650 38th Street, Suite 103 West
Boulder, CO 80301

Lyons Gaddis P.C.
515 Kimbark Street
Longmont, CO 80501

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

8.7 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

8.8 Approvals. Whenever approval or acceptance of a matter is required or requested of the Town pursuant to any provisions of this Agreement, the Town shall act reasonably in responding to such matter.

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8.9 Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, the Annexation Agreement and Development and Vested Rights Agreement, shall remain in full force and effect and shall control this Subdivision. If any prior agreements conflict with this Agreement, then this Agreement controls.

8.10 Title and Authority. Subdivider warrants to the Town that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrants to have full power and authority to enter into this Agreement on behalf of Subdivider.

8.11 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

8.12 Agreement Status After Final Acceptance. Upon final acceptance by Town of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, the provisions of this Agreement relating to the construction of public improvements shall no longer be in effect except for the provisions of Sections 1.12 and 4.1(b) hereof, which provisions shall remain in effect and survive any expiration or termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN:
TOWN OF FIRESTONE, COLORADO

By: _____
Drew Peterson, Mayor

ATTEST:

_____, Town Clerk

SUBDIVIDER:
BAREFOOT, LLC

By: _____

Title: _____

and

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ and _____ as _____ of Barefoot, LLC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A
(reduced copy of Filing 5)

EXHIBIT B
(list of Public Improvements)

EXHIBIT C
IRREVOCABLE LETTER OF CREDIT
REQUIRED FORM

[date of Letter of Credit - the date the credit is opened]

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

Attn: Town Clerk:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of one (1) year from the present or any future expiration date unless we notify you in writing by certified mail ninety (90) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Firestone (Attn: Town Clerk), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the Town, or send them to the Town, at the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be

deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, ICC publication number 600.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 20__.

PAY TO: The account of the Town of Firestone, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____ . _____).

TOWN OF FIRESTONE, COLORADO

By: _____
Town Clerk

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Firestone, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Clerk for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20____.

TOWN OF FIRESTONE, COLORADO

By: _____
Town Clerk

FINAL PLAT

BAREFOOT LAKES FILING NO. 6

A REPLAT OF LOT 21, BLOCK 1, LOT 1 AND LOT 14, BLOCK 4, TRACT B, AND A PORTION OF INLAND AVENUE, BAREFOOT LAKES FILING NO. 5, LOCATED WITHIN THE NORTH HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

82.581 ACRES – 193 RESIDENTIAL LOTS – 9 TRACTS

SHEET 1 OF 7
PROJECT NO. FP-22-008

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF LOT 21, BLOCK 1, LOT 1 AND LOT 14, BLOCK 4, TRACT B AND A PORTION OF INLAND AVENUE, BAREFOOT LAKES FILING NO. 5 AS RECORDED ON NOVEMBER 17, 2020 UNDER RECEPTION NO. 4651760 OF THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER, AND AN UNPLATTED PARCEL OF LAND, ALL SITUATED IN THE NORTH HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36, WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 BEARS NORTH 88°30'51"EAST, A DISTANCE OF 2,634.08 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

THENCE ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36, SOUTH 00°19'03"EAST, A DISTANCE OF 55.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RONALD REAGAN BOULEVARD AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 88°30'51" EAST, A DISTANCE OF 2,604.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF COLORADO BOULEVARD (COUNTY ROAD 13);

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°14'19" EAST, A DISTANCE OF 1,270.57 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE ALONG SAID SOUTH LINE, SOUTH 88°29'41" WEST, A DISTANCE OF 2,602.26 FEET TO THE CENTER NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG SAID WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36 NORTH 00°19'03" WEST, A DISTANCE OF 30.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT B;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B THE FOLLOWING THREE (3) COURSES;

- 1.SOUTH 88°29'41" WEST, A DISTANCE OF 13.43 FEET;
- 2.SOUTH 76°11'22" WEST, A DISTANCE OF 62.15 FEET;
- 3.SOUTH 70°41'09" WEST, A DISTANCE OF 142.18 FEET TO THE EASTERLY RIGHT-OF-WAY OF COVE STREET AS SHOWN ON SAID BAREFOOT LAKES FILING NO. 5, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 269.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 72°17'23" WEST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWELVE (12) COURSES;

- 1.NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'14", AN ARC LENGTH OF 7.53 FEET;
- 2.NORTH 19°18'51" WEST, A DISTANCE OF 92.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 15.00 FEET;
- 3.NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°35'11", AN ARC LENGTH OF 21.36 FEET;
- 4.NORTH 62°16'21" EAST, A DISTANCE OF 22.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 471.00 FEET;
- 5.NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°19'26", AN ARC LENGTH OF 2.66 FEET;
- 6.NORTH 27°24'14" WEST, A DISTANCE OF 58.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 529.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 27°24'14" EAST;
- 7.SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°19'26", AN ARC LENGTH OF 2.99 FEET;
- 8.SOUTH 62°16'21" WEST, A DISTANCE OF 9.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 15.00 FEET;
- 9.WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98°24'49", AN ARC LENGTH OF 25.76 FEET;
- 10.NORTH 19°18'51" WEST, A DISTANCE OF 68.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 221.00 FEET;
- 11.NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°33'21", AN ARC LENGTH OF 67.72 FEET;
- 12.NORTH 01°45'30" WEST, A DISTANCE OF 58.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 14, BLOCK 4;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 14, NORTH 88°14'30" EAST, A DISTANCE OF 121.08 FEET TO SAID WESTERLY BOUNDARY OF TRACT B;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES;

- 1.NORTH 02°01'47" WEST, A DISTANCE OF 250.43 FEET;
- 2.NORTH 01°01'27" WEST, A DISTANCE OF 377.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 4;

THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING FIVE (5) COURSES;

- 1.SOUTH 88°58'33" WEST, A DISTANCE OF 120.00 FEET;
- 2.NORTH 01°01'27" WEST, A DISTANCE OF 58.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET;
- 3.NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°12'31", AN ARC LENGTH OF 23.62 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 221.00 FEET;
- 4.EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'52", AN ARC LENGTH OF 48.66 FEET;
- 5.SOUTH 78°12'04" EAST, A DISTANCE OF 1.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 204.00 FEET;

THENCE DEPARTING SAID BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°18'15", AN ARC LENGTH OF 47.37 FEET;

THENCE NORTH 88°29'41" EAST, A DISTANCE OF 10.10 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID INLAND AVENUE;

THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID INLAND AVENUE THE FOLLOWING THREE (3) COURSES;

- 1.NORTH 11°47'56" EAST, A DISTANCE OF 50.20 FEET;
- 2.NORTH 78°12'04" WEST, A DISTANCE OF 58.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 279.00 FEET;
- 3.WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°47'39", AN ARC LENGTH OF 33.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21, BLOCK 1;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID LOT 21 THE FOLLOWING TWO (2) COURSES;

- 1.NORTH 01°01'27" WEST, A DISTANCE OF 121.54 FEET;
- 2.NORTH 88°58'33" EAST, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID OT 21 AND THE WESTERLY BOUNDARY OF SAID TRACT B;

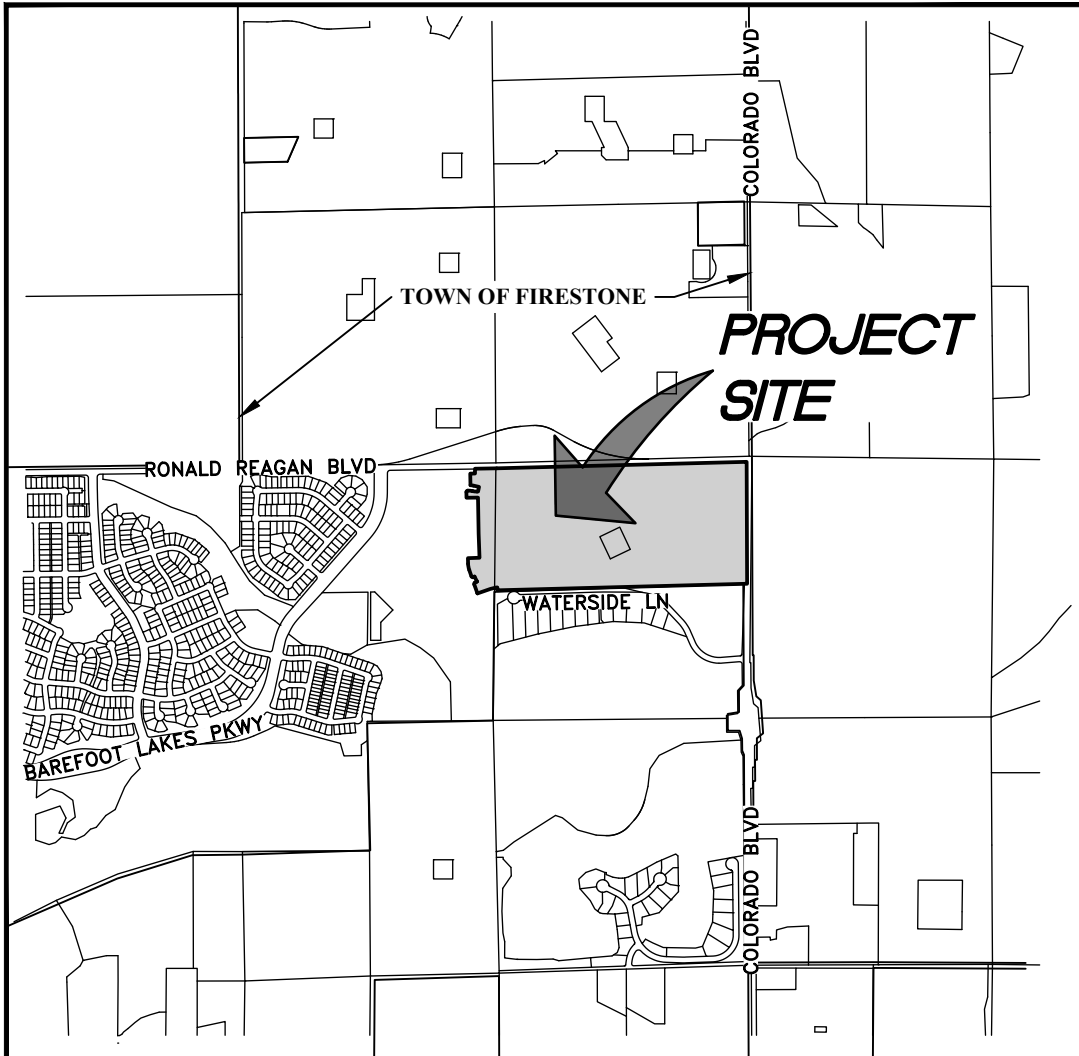
THENCE ALONG THE WESTERLY BOUNDARY AND NORTHERLY BOUNDARY OF SAID TRACT B THE FOLLOWING TWO (2) COURSES;

- 1.NORTH 01°01'27" WEST, A DISTANCE OF 50.00 FEET;
- 2.NORTH 88°58'33" EAST, A DISTANCE OF 226.80 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 82.581 ACRES (3,597,248 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 6**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES AND OTHER PUBLIC PLACES, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAYS CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR CENTURY LINK, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR CENTURY LINK AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.



VICINITY MAP
SCALE: 1" = 2000'

SHEET INDEX

SHEET 1	— DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION
SHEET 2	— GENERAL NOTES AND SUBDIVISION DATA
SHEET 3	— OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 4-6	— TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS
SHEET 7	— DETAILS AND LINE/CURVE TABLES

OWNER:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 S. GREENWOOD PLAZA BLVD., STE. 700
CENTENNIAL, CO. 80111

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 2022.

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 202__.

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

OWNER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6602
CONTACT: SHANNON ROBBINS
SHANNON.ROBBINS@BROOKFIELDRDP.COM

DEVELOPER:

BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6353
CONTACT: LISA ALBERS
LISA.ALBERS@BROOKFIELDRDP.COM

ENGINEER:

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: FRED TAFOYA, P.E.
FTAFOYA@REDLAND.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: TONY PEALL
TPEALL@AZTECCONSULTANTS.COM

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 2022.

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 2022.,

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

**LITTLE THOMPSON WATER DISTRICT
ACCEPTANCE CERTIFICATE**

THE DEDICATION OF THE WATER EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE LITTLE THOMPSON WATER DISTRICT

LITTLE THOMPSON WATER DISTRICT

BY: _____
PRESIDENT

STATE OF COLORADO }
COUNTY OF _____ } SS.

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____
____, 2022

BY _____ AS _____
OF LITTLE THOMPSON WATER DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

**ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
ACCEPTANCE CERTIFICATE**

THE DEDICATION OF THE SIGNAGE EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE ST. VRAIN SANITATION DISTRICT

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

BY: _____
PRESIDENT

STATE OF COLORADO }
COUNTY OF _____ } SS.

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____
____, 2022

BY _____ AS _____
OF ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

SURVEYING CERTIFICATE:

I, ANTHONY K. PEALL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS, PROFESSIONAL ARCHITECTS AND PROFESSIONAL LAND SURVEYORS, AND THE TOWN OF FIRESTONE.

BY: ANTHONY K. PEALL, P.L.S. NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 6** WAS APPROVED ON THIS _____ DAY OF _____

2022, BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST: TOWN CLERK _____

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 6
Phase Number	N/A
Preparation Date	01-14-2020
Revision Date	03-24-2020
Revision Date	06-17-2020
Revision Date	01-12-2022
Revision Date	10/10/2022

COVER PAGE ~ SHEET 1 of 7



AzTec Proj. No.: 54819-53

Drawn By: RBA

**DEVELOPER
BROOKFIELD RESIDENTIAL**

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:

01/10/2022

SCALE:

N/A

SHEET 1 OF 7

FINAL PLAT

BAREFOOT LAKES FILING NO. 6

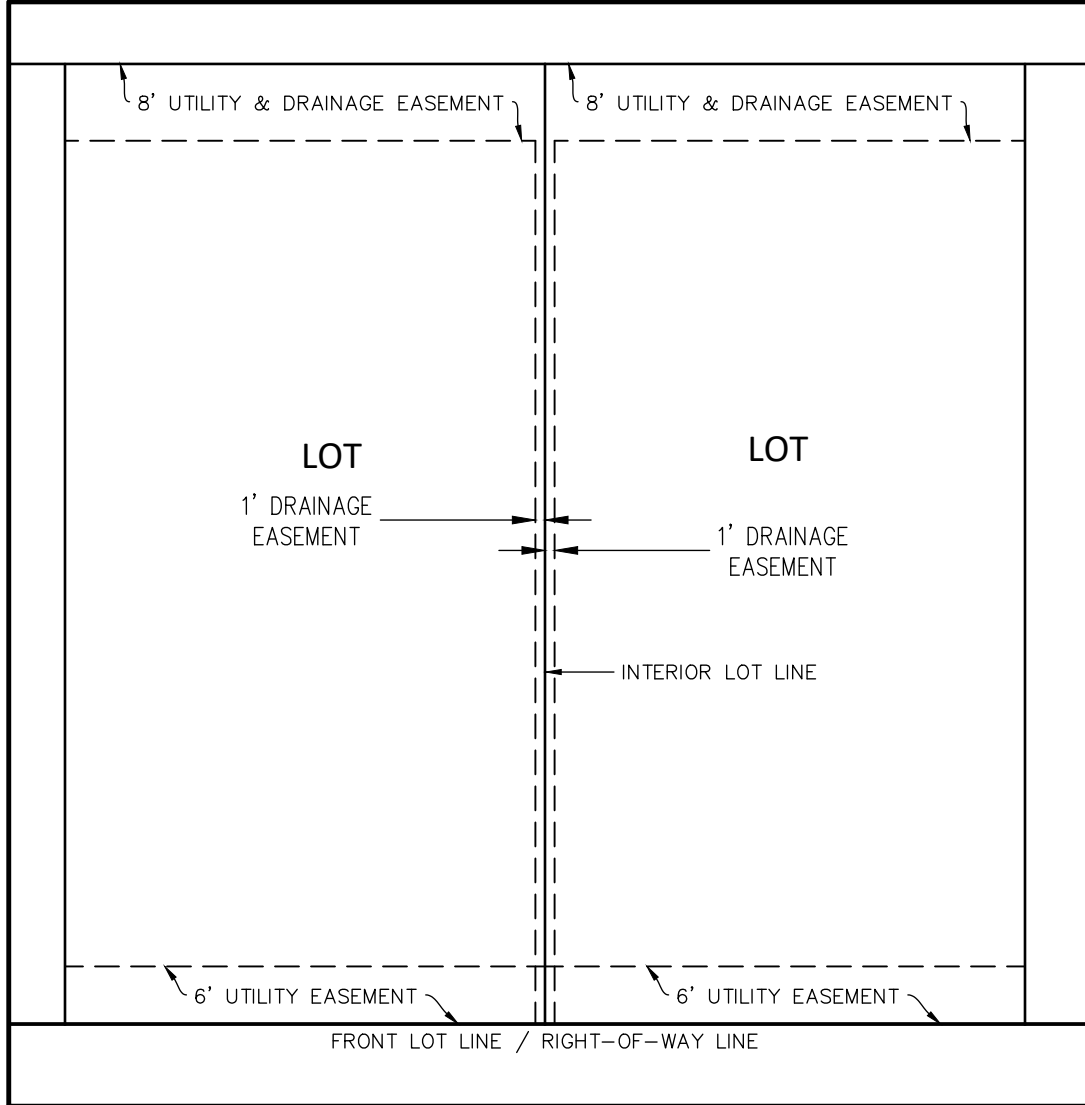
A REPLAT OF LOT 21, BLOCK 1, LOT 1 AND LOT 14, BLOCK 4, TRACT B, AND A PORTION OF INLAND AVENUE,
BAREFOOT LAKES FILING NO. 5, LOCATED WITHIN THE NORTH HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE
68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
82.581 ACRES – 193 RESIDENTIAL LOTS – 9 TRACTS

SHEET 2 OF 7

PROJECT NO. FP-22-008

GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
2. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 88°30'51" EAST, 2634.08 FEET AND MONUMENTED AS SHOWN HEREON.
4. TITLE COMMITMENT: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION BINDER ORDER NUMBER ABC25171495, DATED JANUARY 20 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
5. FLOODPLAIN: BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1890E, PANEL 1890 OF 2250, WITH A REVISED DATE OF JANUARY 20, 2016, AND FLOOD INSURANCE RATE MAO NUMBER 08123C1880E, PANEL 1880 OF 2250, WITH A REVISED DATE OF JANUARY 20, 2016.
6. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
7. ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.
8. A BLANKET PEDESTRIAN EASEMENT OVER AND ACROSS TRACTS A-I ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION, MAINTENANCE, AND USE OF WALKS AND TRAILS.
9. A BLANKET DRAINAGE EASEMENT OVER AND ACROSS TRACTS A-I, INCLUSIVE, ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
10. A ONE FOOT (1-FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, IS FOR THE PERPETUAL CONVEYANCE OF STORM DRAINAGE.
11. THE PREVIOUSLY DEDICATED EASEMENTS SHOWN ON THE PLAT OF BAREFOOT LAKES FILING NO. 5 AS RECORDED UNDER RECEPTION NO. 4651760 WITHIN THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED UNLESS OTHERWISE SHOWN OR NOTED HEREON.
12. THE PURPOSE OF THIS REPLAT IS TO SUBDIVIDE THE DESCRIBED PARCEL OF LAND INTO LOTS, TRACTS, RIGHTS-OF-WAY, AND EASEMENTS.
13. THE SIGNAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1 FOR THE OWNERSHIP AND MAINTENANCE OF PRIVATE STREET/REGULATORY SIGNS.



TYPICAL LOT DETAIL
(UNLESS OTHERWISE NOTED)

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	82.581 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	2.22 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	183
NUMBER OF TRACTS	12
AREA OF ROW	11.136 ACRES
AREA OF TRACTS	42.652 ACRES
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	28.793 ACRES
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS PER ACRE)	6.36 LOTS / ACRE
MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	5,750 SQUARE FEET
MAXIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	11,977 SQUARE FEET
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	6,854 SQUARE FEET

TRACT USE SUMMARY TABLE					
TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER*	MAINTAINED BY
A	67,656	1.553	OPEN SPACE	SVLMD	SVLMD
B	38,836	0.892	ACCESS/DRAINAGE	SVLMD	SVLMD
C	282,047	6.475	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
D	163,043	3.743	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
E	42,855	0.984	OPEN SPACE	SVLMD	SVLMD
F	1,046,970	24.035	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
G	18,461	0.424	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
H	25,408	0.583	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
I	32,705	0.774	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
J	48,827	1.121	OPEN SPACE/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
K	51,026	1.171	OPEN SPACE/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
L	39,065	0.897	OPEN SPACE/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
TOTAL	1,857,898	42.652	SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1		

* TRACTS WITH OWNER SHOWN AS SVLMD ARE TO BE DEEDED TO SVLMD FOLLOWING RECORDATION OF THE PLAT

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 6
Phase Number	N/A
Preparation Date	01-14-2020
Revision Date	03-24-2020
Revision Date	06-17-2020
Revision Date	01-12-2022
Revision Date	10/10/2022
GENERAL NOTES ~ SHEET 2 of 7	



AzTec Proj. No.: 54819-53

Drawn By: RBA

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

DEVELOPER
BROOKFIELD RESIDENTIAL

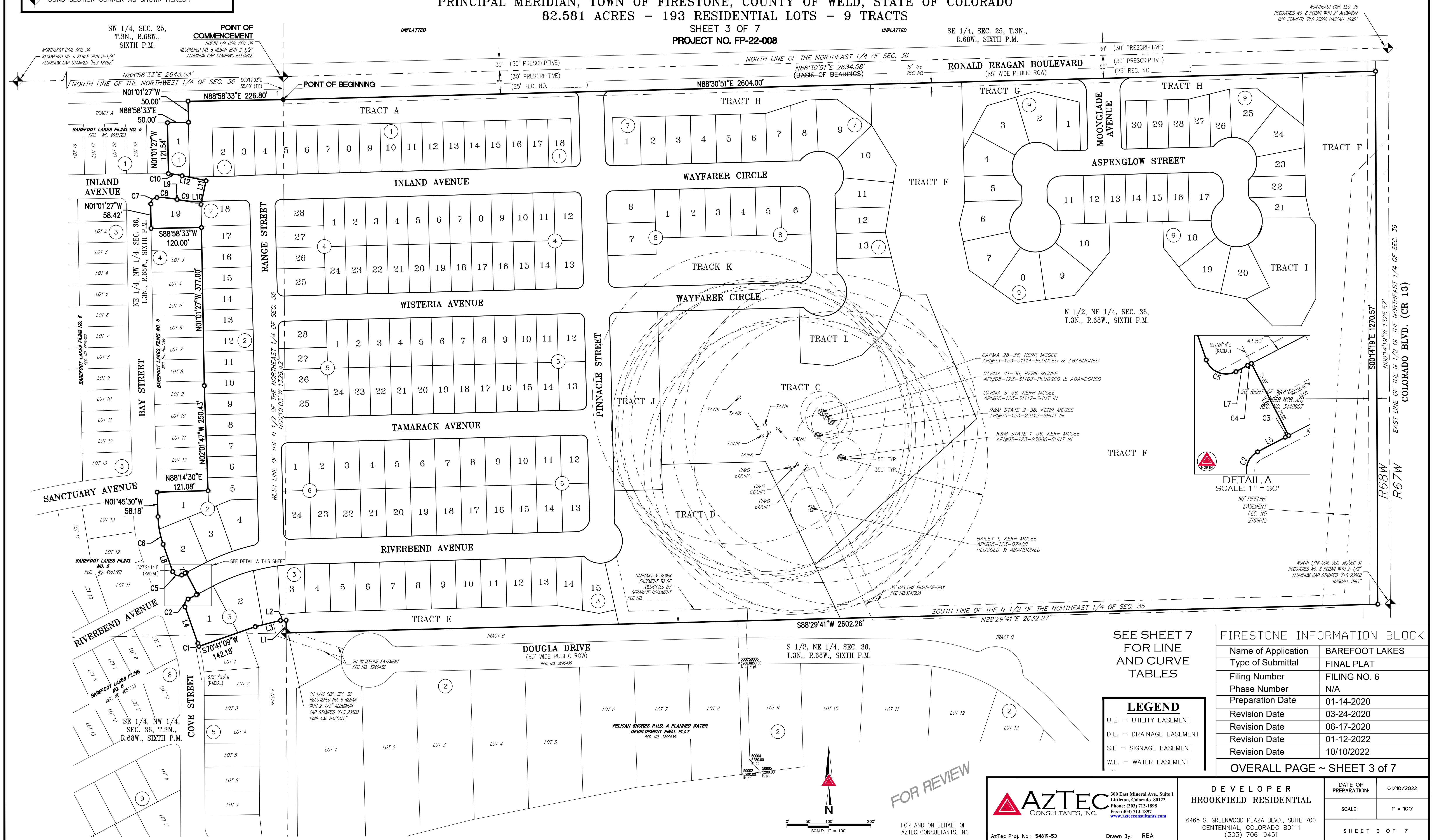
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	01/10/2022
SCALE:	N/A
SHEET 2 OF 7	

○ SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP
 STAMPED "AZTEC LS 38636"
 1 ● FOUND NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP
 STAMPED "AZTEC LS 38636"
 — FOUND SECTION CORNER AS SHOWN HEREON

BAREFOOT LAKES FILING NO. 6

SHEET 3 OF 7
PROJECT NO. FP-22-008



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 6
Phase Number	N/A
Preparation Date	01-14-2020
Revision Date	03-24-2020
Revision Date	06-17-2020
Revision Date	01-12-2022
Revision Date	10/10/2022
OVERALL PAGE ~ SHEET 3 of 7	

DEVELOPER BROOKFIELD RESIDENTIAL 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 706-9451	DATE OF PREPARATION:	01/10/2022
	SCALE:	1" = 100'
	S H E E T 3 O F 7	

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

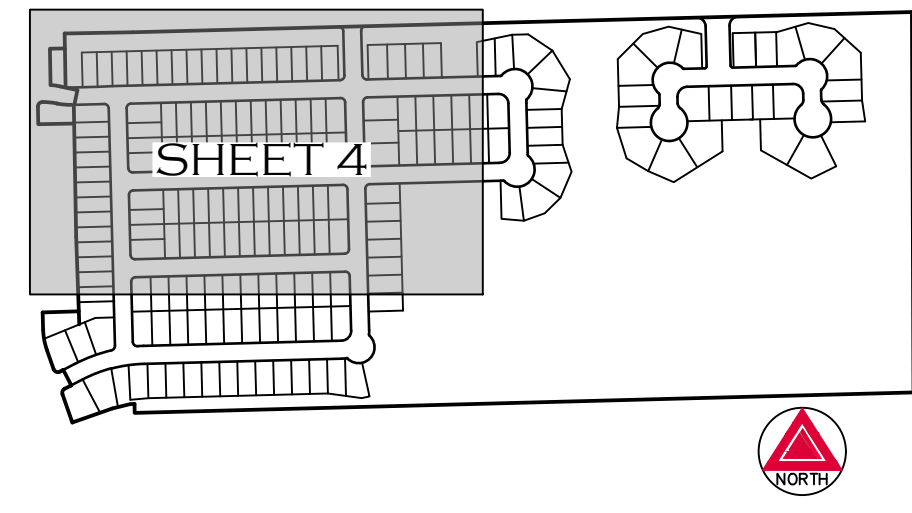
MONUMENT SYMBOL LEGEND

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BAREFOOT LAKES FILING NO. 6

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82.581 ACRES - 193 RESIDENTIAL LOTS - 9 TRACTS

SHEET 4 OF 7
PROJECT NO. FP-22-008



LEGEND
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
S.E. = SIGNAGE EASEMENT
W.E. = WATER EASEMENT

SEE SHEET 7
FOR LINE
AND CURVE
TABLES

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK	
Name of Applicant	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 6
Phase Number	N/A
Preparation Date	01-14-2020
Revision Date	03-24-2020
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LOT DETAIL PAGE ~ SHEET 4 of 7	

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DEVELOPER
BROOKFIELD RESIDENTIAL

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CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION: 01/10/2022

SCALE: 1" = 50'

SHEET 4 OF 7

AzTec Proj. No.: 54819-53

Drawn By: RBA

MONUMENT SYMBOL LEGEND

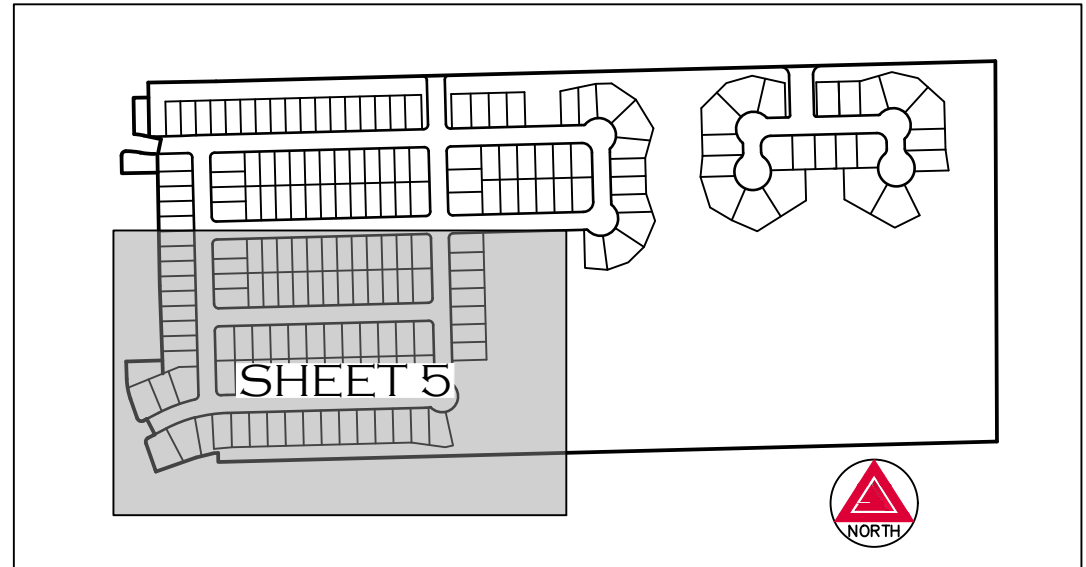
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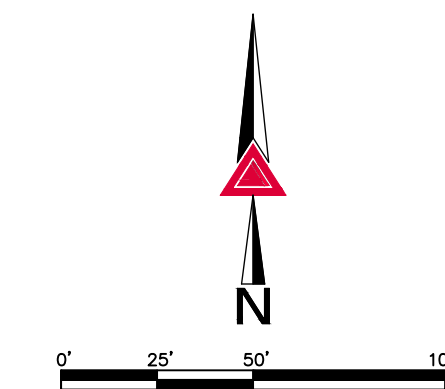
SHEET 5 OF 7

PROJECT NO. FP-22-008



LEGEND

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- WELL HEAD LOCATION



FIRESTONE INFORMATION BLOCK

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LOT DETAIL PAGE ~ SHEET 5 of 7



AzTec Proj. No.: 54819-53

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6465 S. GREENWOOD PLAZA BLVD., SUITE 700
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(303) 706-9451

DATE OF PREPARATION: 01/10/2022

SCALE: 1" = 50'

SHEET 5 OF 7

MONUMENT SYMBOL LEGEND

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82.581 ACRES - 193 RESIDENTIAL LOTS - 9 TRACTS
SHEET 6 OF 7
PROJECT NO. FP-22-008

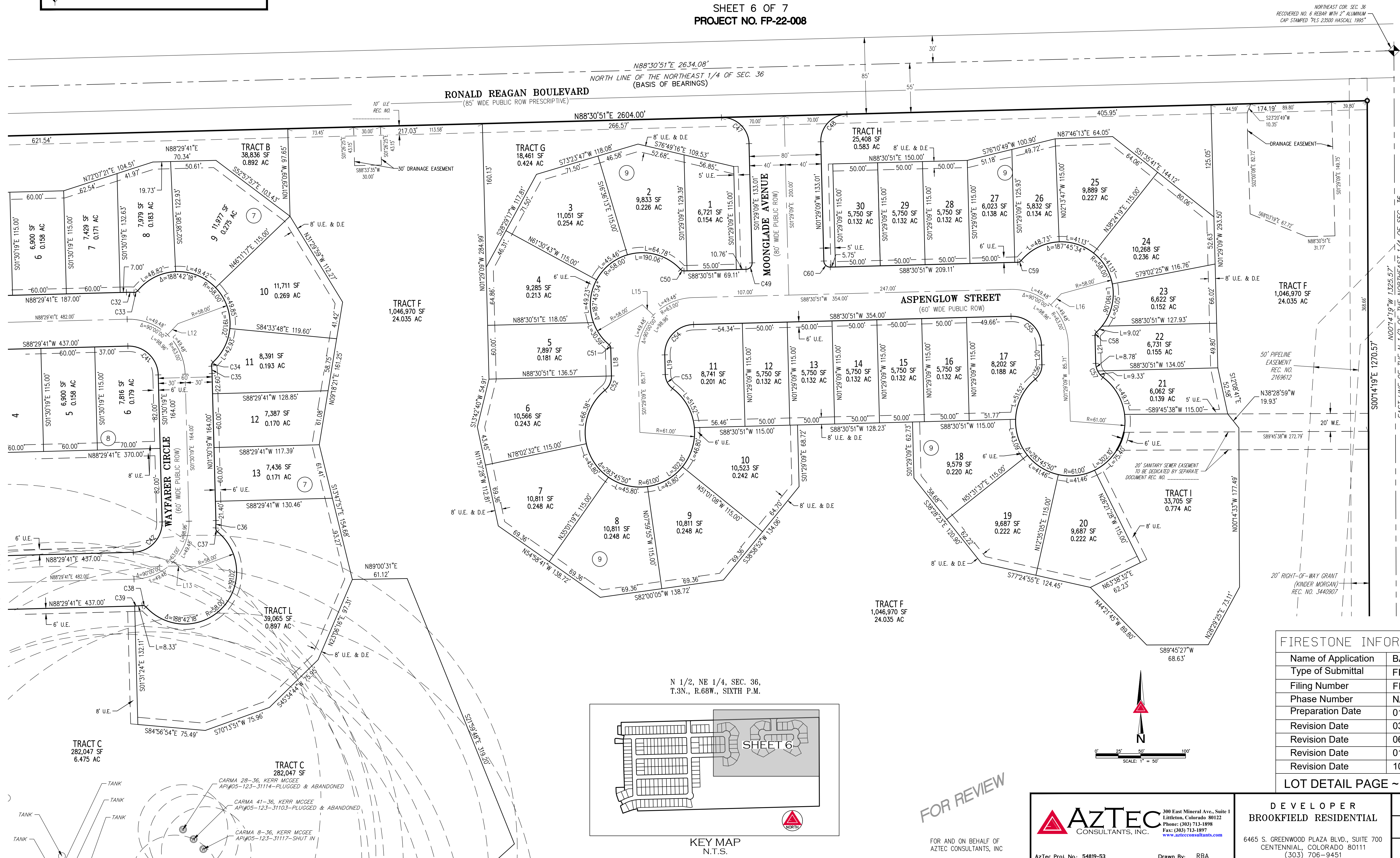
LEGEND

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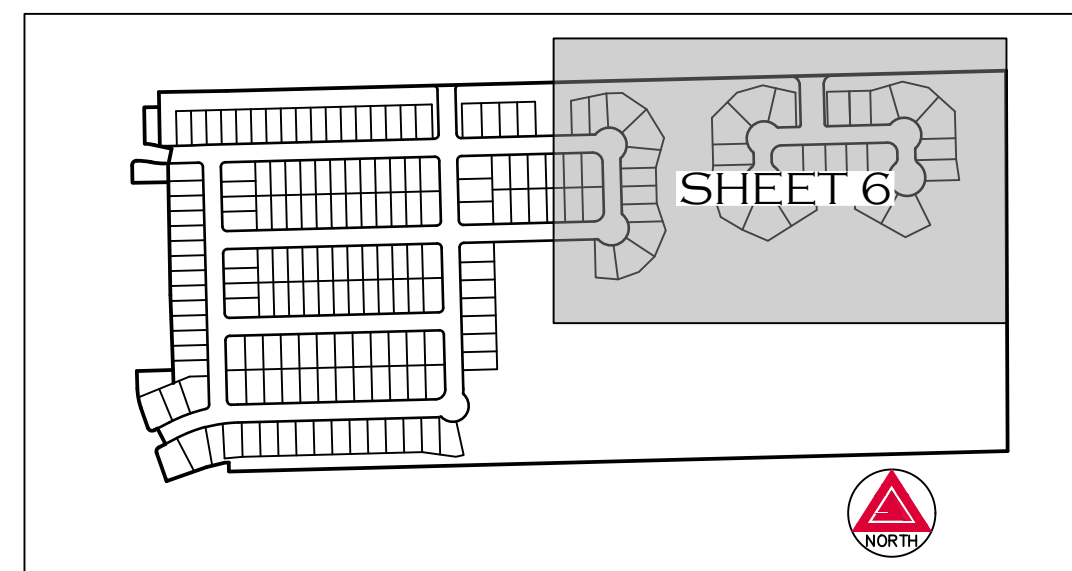
SEE SHEET 7
FOR LINE
AND CURVE
TABLES

SEE SHEET 4

SEE SHEET 4



N 1/2, NE 1/4, SEC. 36,
T.3N., R.68W., SIXTH P.M.



KEY MAP
N.T.S.

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AzTEC
CONSULTANTS, INC.

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DATE OF PREPARATION: 01/10/2022

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SHEET 6 OF 7

FIRESTONE INFORMATION BLOCK

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Type of Submittal	FINAL PLAT
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LOT DETAIL PAGE ~ SHEET 6 of 7

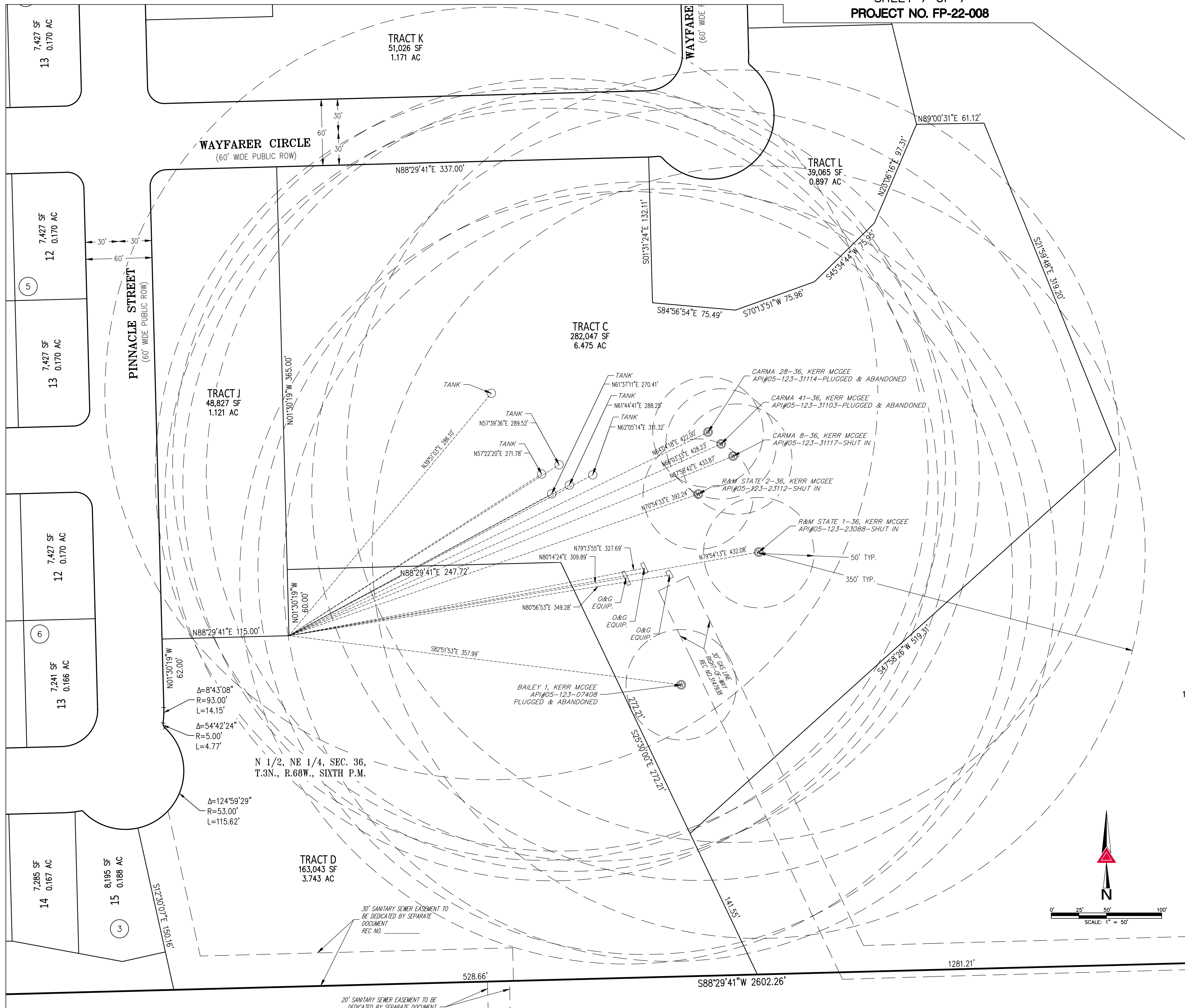
FINAL PLAT

BAREFOOT LAKES FILING NO. 6

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82.581 ACRES - 193 RESIDENTIAL LOTS - 9 TRACTS

SHEET 7 OF 7
PROJECT NO. FP-22-008



DETAIL A
SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°19'03"W	30.01'
L2	S88°29'41"W	13.43'
L3	S76°11'22"W	62.15'
L4	N19°18'51"W	92.52'
L5	N62°16'21"E	22.47'
L6	N27°24'14"W	58.00'
L7	S62°16'21"W	9.45'
L8	N19°18'51"W	68.72'
L9	S78°12'04"E	1.38'
L10	N88°29'41"E	10.10'
L11	N11°47'56"E	50.20'
L12	N78°12'04"W	58.15'
L13	N46°30'19"W	17.00'
L14	N46°30'19"W	17.00'
L15	S46°29'09"E	17.00'
L16	S43°30'51"W	17.00'
L17	S62°35'46"W	42.69'
L18	S01°29'09"E	31.10'
L19	S01°29'09"E	21.99'
L20	N01°29'09"W	21.99'
L21	S01°29'09"E	31.10'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°36'14"	269.00'	7.53'
C2	81°35'11"	15.00'	21.36'
C3	0°19'26"	471.00'	2.66'
C4	0°19'26"	529.00'	2.99'
C5	98°24'49"	15.00'	25.76'
C6	17°33'21"	221.00'	67.72'
C7	90°12'31"	15.00'	23.62'
C8	12°36'52"	221.00'	48.66'
C9	13°18'15"	204.00'	47.37'
C10	6°47'39"	279.00'	33.08'
C11	90°00'00"	15.00'	23.56'
C12	78°16'14"	15.00'	20.49'
C13	90°00'00"	15.00'	23.56'
C14	12°23'21"	471.00'	101.85'
C15	9°39'56"	93.00'	15.69'
C16	57°16'15"	2.00'	2.00'
C17	90°00'00"	15.00'	23.56'
C18	90°00'00"	15.00'	23.56'
C19	90°00'00"	15.00'	23.56'
C20	90°00'00"	15.00'	23.56'
C21	90°00'00"	15.00'	23.56'
C22	90°00'00"	15.00'	23.56'
C23	90°00'00"	15.00'	23.56'
C24	90°00'00"	15.00'	23.56'
C25	90°00'00"	15.00'	23.56'
C26	90°00'00"	15.00'	23.56'
C27	90°00'00"	33.00'	51.84'
C28	2°09'54"	530.00'	20.03'
C29	92°09'54"	15.00'	24.13'
C30	90°01'09"	15.00'	23.57'
C31	90°00'00"	15.00'	23.56'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C32	5°08'00"	93.00'	8.33'
C33	54°29'09"	5.00'	4.75'
C34	54°29'09"	5.00'	4.75'
C35	5°08'00"	93.00'	8.33'
C36	5°08'00"	93.00'	8.33'
C37	54°29'09"	5.00'	4.75'
C38	54°29'09"	5.00'	4.75'
C39	5°08'02"	92.99'	8.33'
C40	90°00'00"	15.00'	23.56'
C41	90°00'00"	33.00'	51.84'
C42	90°00'00"	33.00'	51.84'
C43	90°00'00"	15.00'	23.56'
C44	90°00'00"	15.00'	23.56'
C45	8°43'08"	93.00'	14.15'
C46	54°42'24"	5.00'	4.77'
C47	90°00'00"	30.00'	47.12'
C48	90°00'00"	30.00'	47.12'
C49	90°00'00"	7.00'	11.00'
C50	48°52'47"	5.00'	4.27'
C51	48°52'47"	5.00'	4.27'
C52	51°52'55"	20.00'	18.11'
C53	51°52'55"	20.00'	18.11'
C54	90°00'00"	33.00'	51.84'
C55	90°00'00"	33.00'	51.84'
C56	51°52'55"	20.00'	18.11'
C57	51°52'55"	20.00'	18.11'
C58	48°52'47"	5.00'	4.27'
C59	48°52'47"	5.00'	4.27'
C60	90°00'00"	7.00'	11.00'
C61	89°58'51"	15.00'	23.56'
C62	13°18'15"	146.00'	33.90'

LEGEND

U.E. = UTILITY EASEMENT
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S.E. = SIGNAGE EASEMENT
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FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 6
Phase Number	N/A
Preparation Date	01-14-2020
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TRACT DETAIL PAGE ~ SHEET 7 of 7



AzTec Proj. No.: 54819-53

Drawn By: RBA

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

DEVELOPER
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION: 01/10/2022

SCALE: 1" = 50'

SHEET 7 OF 7



Staff Report

Barefoot Lakes Filing No. 6

Final Plat

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

December 14, 2022

Applications

This staff report is for the Barefoot Lakes Filing No. 6 Final Plat (Final Plat). The applicant for the Final Plat is Barefoot, LLC and Lennar Colorado, LLC.

Notice

No public notice is required for final plats conforming to an approved preliminary plat per the Firestone Development Code (FDC).

Location and Process

The approximate location of the Final Plat is southwest corner of Colorado Boulevard (WCR 13) and Ronald Reagan Boulevard (WCR 28). The Final Plat is the final step in the Firestone Development Review process prior to the building permit process.

Site Analysis

The Final Plat is zoned as a residential planned unit development (R-A / R-B PUD) and is approximately 82.5 acres in size. The proposed development is a replat of Lot 21, Block 1, Lot 1 and Lot 14, Block 4, Tract B, and a portion of Inland Avenue of Barefoot Lakes Filing No. 5.

The property is located in an area characterized by rolling terrain, generally sloping from north to south, towards St. Vrain Creek. The property lies due west of Filing 5 (currently under development) and east of Colorado Boulevard. There are four vehicular access points into the Final Plat. The access points include two through Filing 5 and two new access points off of Ronald Reagan Blvd. Parking is consistent with other similar developments in Firestone. Pedestrian access is provided via detached sidewalks along interior residential streets, consistent with previous filings. Pedestrian access is also available via trails which are designed as part of a larger network, promoting connectivity in the neighborhood beyond Filing 6 into Filing 5, and north into the future developable areas of Barefoot Lakes north of Ronald Reagan Boulevard via a grade separated crossing.

Plan Analysis

The Final Plat propose 193 single family residential lots for detached homes. The project will be consistent with adjacent development and will complement the overall Barefoot Lakes development. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The maximum building height for the proposed residential buildings is 35 feet which is in accordance with the FDC.

Fiscal Impacts

The Final Plat will provide more rooftops for the community of Firestone and promote the livability and walkability of the Town of Firestone within an area zoned for residential use. The proximity of these homes to I-25 and Colorado Boulevard are ideal for homeowners to shop and commute in the Town of Firestone. The increase of residential options in this area will lead to increased property tax revenues for the Town.

Utility and Services

Public infrastructure and utilities are generally available or will be extended to the property by the developer at the time of the development.

FDC Approval Criteria

The Town Board of Trustees may approve a final plat application if it meets the following Approval Criteria from the FDC:

- A. The Final Plat is found to be in substantial compliance with all respects of the approved Preliminary Plat and incorporates all recommended changes, modifications, and conditions attached to approval of the Preliminary Plat;
- B. Plans and specifications for improvements connected with development of the subdivision comply with the subdivision development and design standards set forth in Chapter 6 of this FDC, and any other relevant Town, County, State, or Federal regulations, except to the extent modifications, variances, or exceptions have been expressly permitted by the terms of the Preliminary Plat approval. All construction plans for improvements shall be approved by the Town Engineer prior to the Board of Trustees action on the Final Plat;
- C. The applicant has either installed all required improvements or has executed a Subdivision Agreement pursuant to Section 7.16; and
- D. The applicant has paid or satisfied all applicable fees and charges.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 22-130, a resolution approving the application with the following conditions:

- a) All minor, technical corrections to the Barefoot Lakes Filing No. 6 final plat shall be made to the Town's satisfaction.
- b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
- c) Barefoot, LLC shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
- d) Barefoot, LLC shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.d

Consent Agenda

Meeting Date: December 14, 2022

Initiated By: Nate Haasis

Dept: Engineering - Town

AGENDA TITLE

Resolution 22-136, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 4 TO THE CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND NORTHERN COLORADO CONSTRUCTORS FOR CONSTRUCTION WORK PERTAINING TO THE HISTORIC FIRESTONE WATERLINES REPLACEMENT PROJECT NO. 1

SUMMARY

On July 27th, 2022, the Board approved a contract with Northern Colorado Constructors to construct water and street surface infrastructure improvements in Historic Firestone for an amount of \$1,337,158.50.

During construction, poor subgrade conditions were encountered on a portion of Jackson Drive, requiring additional work by the contractor to remediate and stabilize for proper road base, concrete, and asphalt installation. This work included over-excavation and removal of unsuitable subgrade soil, installation of geogrid fabric, replacing over-excavated soil with aggregate base course. These actions removed unsuitable material and stabilized subgrade, creating a better foundation for roadway pavement. Due to schedule constraints and concern with weather impacts, this work was approved and completed prior to Board authorization to ensure construction continued to allow for the complete paving of Jackson Drive before winter. Additionally, the contractor had provided additional asphalt milling during construction due to the availability of hauling services that were originally intended to be provided by the town.

The Town administratively approved Change Orders No. 1, No. 2, and No. 3 and details are below:

- Change Order No. 1 - Repaired existing leak on existing waterline discovered during construction - \$2,149.80
- Change Order No. 2 - Remove and replace four (4) damaged Meter Pits - \$4,100.00
- Change Order No. 3 - Contract Time extension to allow for completion of work on Wooster Drive to occur in Spring 2023 due to concerns regarding paving schedules and weather. - \$0.00
- Change Order No. 4 - Subgrade Remediation and Asphalt Milling Export - \$34,676.02

HISTORY AND PREVIOUS BOARD ACTION

On July 27th, 2022, the Board approved a contract with Northern Colorado Constructors for Town of Firestone Project #1 - Historic Firestone Waterline Replacement Project #W2021-9540.

RECOMMENDATION

Staff recommends that the Board approves Resolution 22-136 approving the change order.

ALTERNATIVES

The Board may choose not to approve Resolution 22-133 and provide staff with additional direction.

ATTACHMENTS

1. Res 22-136_Historic Firestone Waterline Project Construction Contract (NCC) change order no 4
2. 2022-12-07_TOF Historic Waterline Replacements_Change Order 04 (1)

FINANCIAL CONSIDERATIONS

Execution of this change order is within the project budget.

New Contract Total - \$1,378,084.32

Project Budget - \$1,401,506.00

Remaining Contingency - \$23,421.68

RESOLUTION NO. 22-136

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING CHANGE ORDER NO. 4 TO THE CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND NORTHERN
COLORADO CONSTRUCTORS FOR CONSTRUCTION WORK PERTAINING TO
THE HISTORIC FIRESTONE WATERLINES REPLACEMENT PROJECT NO. 1**

WHEREAS, by Resolution No. 22-136, the Town of Firestone (“Town”) entered into an agreement with Northern Colorado Constructors (“NCC”) for construction services for the Historic Firestone Waterlines Replacement Project No. 1 (the “Project”); and

WHEREAS, the Town administratively approved Change Order No. 1 to the agreement, which authorized NCC to repair an existing leak on existing waterline; and

WHEREAS, the Town administratively approved Change Order No. 2 to the agreement, which further authorized to remove and replace damaged water meter pits; and

WHEREAS, the Town administratively approved Change Order No. 3 to the agreement, which authorized an adjustment to the agreement’s performance deadlines; and

WHEREAS, during the course of performing the work authorized under the agreement, there were several changes directed by the Owner or Project Engineer all of which were necessary for the successful completion of the Project; and

WHEREAS, these changes, included, for example, additional subgrade remediation and stabilization for proper road base, concrete, and asphalt installation in connection with a portion of Jackson Drive, and additional asphalt milling due to availability of hauling services that were originally intended to be provided by the Town.

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

Change Order No. 4 to the Construction Contract between the Town of Firestone and Northern Colorado Constructors for the Historic Firestone Water Lines Replacement Project No. 1 is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Change Order on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam L. Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CHANGE ORDER

No. 4

Date of Issuance: 12/08/2022

Effective Date: 12/08/2022

Project: Historic Firestone Waterline Replacement	Owner: Town of Firestone	Owner's Contract No.: W2021-9540.01
Contract:		Date of Contract: <u>7/27/2022</u>
Contractor: Northern Colorado Constructors		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Subgrade Remediation: Poor subgrade conditions were encountered on a portion of Jackson Drive, requiring additional work by the contractor to remediate and stabilize for proper road base, concrete, and asphalt installation.

Asphalt Millings Hauling: The Contractor had provided additional asphalt milling during construction due to availability of hauling services that were originally intended to be provided by the Town of Firestone as indicated in the project specifications.

Attachments (list documents supporting change):

WCD for Subgrade Remediation and Associated Documentation

NCC Asphalt Milling Change Request Documentation

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,337,158.50

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 11/30/2022

Ready for final payment (days or date): 12/30/2022

[Increase] from previously approved Change Orders No. 1 to No. 3:

\$6,249.80

[Increase] from previously approved Change Orders No. 1 to No. 3:

Substantial completion (days): 0 Days (Milestone 1) 151 (Milestone 2)

Ready for final payment (days): 0 Days (Milestone 1) 181 (Milestone 2)

Contract Price prior to this Change Order:

\$1,343,408.30

Contract Times prior to this Change Order:

Substantial completion (days or date): 11/30/2022 (Milestone 1)

4/30/2023 (Milestone 2)

Ready for final payment (days or date): 12/30/2022 (Milestone 1)

5/30/2023 (Milestone 2)

[Increase] of this Change Order:

\$34,676.02

[Increase] of this Change Order:

Substantial completion (days or date): 0 Days

Ready for final payment (days or date): 0 Days

Contract Price incorporating this Change Order:

\$1,378,084.32

Contract Times with all approved Change Orders:

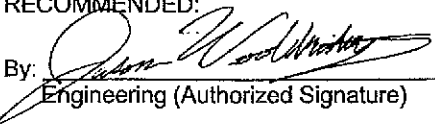
Substantial completion (days or date): 11/30/2022 (Milestone 1)

4/30/2023 (Milestone 2)

Ready for final payment (days or date): 12/30/2022 (Milestone 1)

5/30/2023 (Milestone 2)

RECOMMENDED:

By: 
Engineering (Authorized Signature)

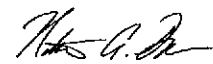
Date: 12/14/2022

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 12/14/22



WORK CHANGE DIRECTIVE



TO CONTRACTOR: Northern Colorado Constructors, Inc. WCD NO: 001

PROJECT: Town of Firestone Project #1 – Historic Waterline Replacement

OWNER: Town of Firestone

ENGINEER: Ditesco, LLC.

The following additions, deletions, or revisions to the Work have been ordered and authorized:

Reason for Change(s):

The Change described in the *Description of Work* section below has been added to the scope of the TOF Project #1- Historic Waterline Replacement Project for the following reason(s):

1. Due to unsuitable subgrade soil conditions observed on Jackson Drive various subgrade material must be removed replaced with imported road base reinforced with geotextile grid.

Description of Work:

(Title of WCD): Subgrade Remediation

Change in Contract Value: \$XX
Change in Contract Time: XX Days

This Work Change Directive (WCD) directs the Contractor to make the modifications described below. Any attached documents have been tracked in the *Attachments* Section of this WCD form, below.

1. Contractor shall provide a unit price to perform the following per **square yard (SY)**
 - Over excavate and remove subgrade soil to a depth of at least 2ft below existing grade for the designated repair area. Leveling base of the excavation.
 - Install geogrid consisting of Tensar BX1100 or approved equivalent per the manufacturer's instructions at the bottom of the excavation. Heavy equipment should not drive on the placed geogrid until at least 6" of cover material has been placed on the grid.
 - Replace over excavated material with CDOT Class 5 or Class 6 aggregate base course compacted in lifts per the project specifications.
 - Approximate area requiring remediation has been identified as a 15' wide section from STA 11+60 to 14+60 approximate quantity is 500SY.
2. Contractor Shall remove additional unsuitable material as follows.
 - Excavate and remove unsuitable material in miscellaneous locations identified with Owner and Engineer. Additional excavation shall be measured and paid for by the unit price established in the contract bid schedule.
 - Install CDOT class 5 or class 6 aggregate base course in place of excavated material, compacted in lifts per the project specifications. Additional aggregate

base course installation shall be measured and paid for by the unit price established in the contract bid schedule.

- Approximate quantity of additional excavation is 50 cubic yards (CY).

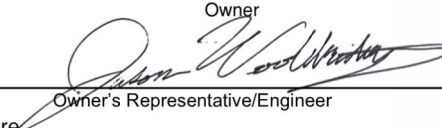
Contractor shall coordinate and confirm all subgrade remediation extents with the Owner and Engineer.

The work shall include supplying equipment, labor, and materials to perform the work according to the TOF Project #1 Historic Waterline Replacement plan documents, specifications, and approved submittals.

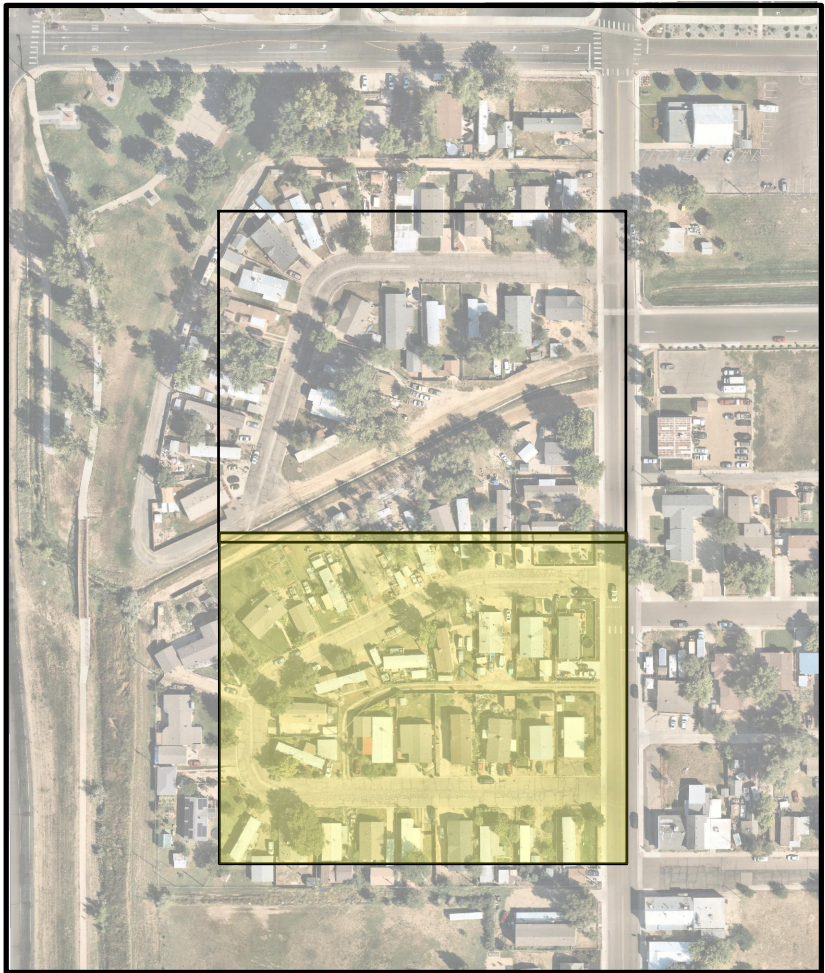
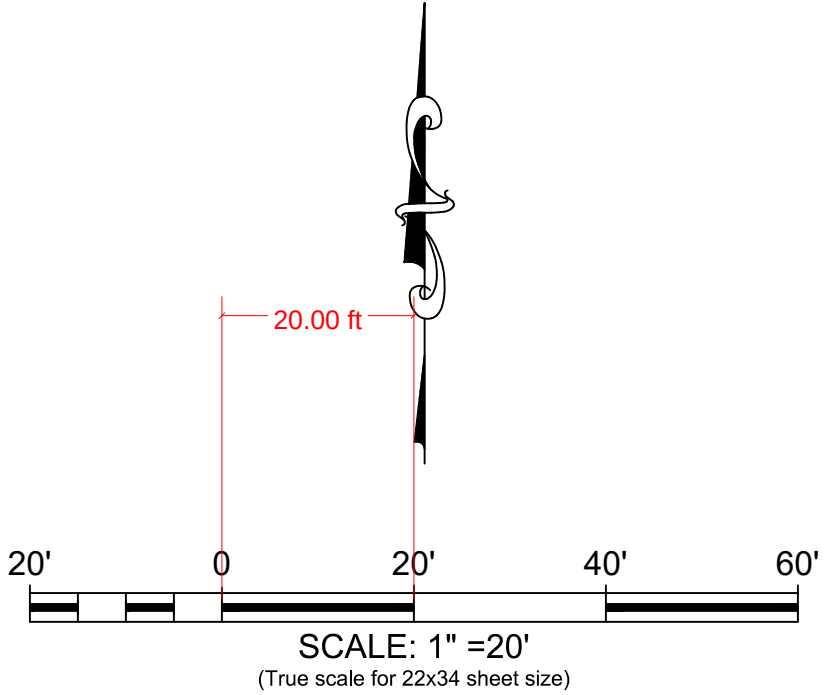
Attachments

Redlined Sheet C702 Outlining Remediation Locations, Ground Engineering Report

It is understood that this Work Change Directive may change the Contract Price and/or Time and is evidence that the parties expect a Change Order request for approval to subsequently follow this Work Change Directive.

Ordered By:	 Nathan Haasis, PE Digitally signed by Nathan Haasis, PE DN: C=US, E=nhaasis@firestoneco.gov, O=Town of Firestone, OU=Engineering, CN="Nathan Haasis, PE" Date: 2022.11.09 08:11:06-07'00' Owner	Date 11/09/2022 Date
Recommended By:	 Owner's Representative/Engineer 	

Copy: Owner, Field File - Procure



Cut/Fill Report

Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Exist to (-) 1ft Wooster Drive Proposed	full	1.000	1.000	25689.39	1019.86	0.00	1019.86<Cut>
Exist to (-) 1ft Jackson Drive Proposed	full	1.000	1.000	39448.93	1434.01	0.00	1434.01<Cut>
Totals							
				2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total				65138.32	2453.88	0.00	2453.88<Cut>

* Value adjusted by cut or fill factor other than 1.0

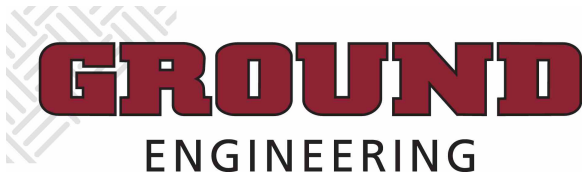
- [illegible]

- # NOTES:
1. ALL ASPHALT PATCHING AND CONCRETE CURB AND GUTTER QUANTITIES WILL BE MEASURED AND PAID FOR AS UNIT-PRICE QUANTITIES. CONTRACTOR TO NOTE FIELD-MARKINGS TO CONFIRM LAYOUT IN FIELD.
 2. REMOVAL OF CONCRETE SHALL EXTEND TO THE NEAREST JOINT.
 3. ALL EXISTING VALVES, MANHOLE, ETC SHALL BE PROTECTED IN PLACE. NEW VALVES SHALL BE ADJUSTED TO GRADE.
 4. REMOVE LOOSE AND FOREIGN MATERIAL FROM SURFACE IMMEDIATELY BEFORE APPLICATION OF PAVING. CLEAN SURFACE WITH MECHANICAL SWEEPER, BLOWER OR HAND BROOMS UNTIL SURFACES ARE FREE FROM DUST.
 5. ASPHALT GRADE S AND Sx FOR BASE AND TOP LIFT RESPECTIVELY.
 6. REPLACEMENT OF CONCRETE SHALL EXTEND TO THE NEAREST JOINT.
 7. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4500 PSI WITH 1.5 LBS/CU YD FIBERMESH.
 8. SEE SHEET C703 FOR CROSS SECTIONS.

TOWN OF FIRESTONE
DRAWING APPROVAL

ALL WORK SHALL BE CONSTRUCTED TO TOWN OF FIRESTONE DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

BY _____ DATE _____
TOWN ENGINEER



Client: Jill Burrell
Ditesco Services
2133 S. Timberline Road
Suite 110
Fort Collins, CO 80525

Town of Firestone Waterline Replacement

Report Date: Nov 8, 2022

Work Order No.: 22-0638.ProofRoll.0001; ver: 1

Work Order Date: Nov 8, 2022

Reviewed by: Drew Servold

Proof Roll

Earthwork Contractor: NCC Constructors

Performed by: Kelsey Van Bommel

Proof Roll Equipment: Front End Loader

Course Observed: Soil Subgrade

Location: Jackson Drive

Proof Roll Conformance

	Conforms	Does Not Conform	Not Applicable	Not Observed
Proof Roll Equipment:	☒	☐	☐	☐
Compaction Testing:	☐	☐	☒	☐
Subgrade Grading:	☐	☐	☒	☐
Deflection:	☐	☒	☐	☐
Elapsed Time/Weather:	☐	☐	☐	☐

*Subgrade Grading conformance indicates that work to shape the subgrade to the planned cross-section was completed. No surveying or elevation validation was performed by GROUND Engineering Consultants, Inc.

Conformance Comments

GROUND was requested to observe the proof roll of the subgrade on the south side of Jackson Drive. We observed significant deflection / rutting in the subgrade materials from approximately Station 11+60 to 14+60. The proof was also observed by/with Justin S. W/ Ditesco. The subgrade consisted of silty sand with local gravel content. The materials appeared to be moist to very moist below the surface. The rutted areas were also probed and were found to be soft to a depth on the order of 2+ feet below existing grades.

Based on these observations, it is GROUND'S opinion that the soft/unstable areas should be remediated as follows:

- 1) Over-excavate to a depth of at least 2 feet below existing grade. The base of the excavation should be leveled as much as possible.
- 2) Geogrid consisting of Tensar BX1100 or equivalent should be placed per mfg instructions at the bottom of the over-excavation.
-The heavy equipment should not drive on the placed geogrid until at least 6 inches of cover materials have been placed on the grid
- 3) CDOT Class 5 or 6 aggregate base course materials (recycled concrete materials are preferred but not required) should be placed on the geogrid in lifts and compacted per project specifications.

On-Site Notifications

Name	Company
Justin Schaller	Ditesco Services

Results apply only to the specific items and locations referenced and at the time of testing, observations or special inspections. This report should not be reproduced, except in full, without the written permission of GROUND Engineering Consultants, Inc.

41 Inverness Drive East, Englewood, Colorado

www.groundeng.com

303-289-1989

Englewood | Commerce City | Loveland | Granby | Gypsum | Colorado Springs

Page 1 of 2

Town of Firestone Waterline Replacement

Report Date: Nov 8, 2022

Work Order No.: 22-0638.ProofRoll.0001; ver: 1

Work Order Date: Nov 8, 2022

Reviewed by: Drew Servold

Proof Roll

Photos



Rutted subgrade at Jackson Drive



Rutted Subgrade Jackson Drive

CONTRACT CHANGE ORDER REQUEST

Date: <u>11/23/2022</u>	CO Request #: <u>4</u>
Owner: <u>Town of Firestone</u>	Engineer: <u>Ditesco</u>
Project Name: <u>Project #1 Historic Waterline Replacement</u>	Plan/Spec: _____
Description: <u>Remove subgrade, install geo grid and install class 5 base.</u>	

1. Itemized changes:

Bid Item	Description	Unit Price	QTY	Total
<u>Deductions</u>	N/A			
<u>Additions</u>	Remove subgrade, install Geo grid and install Class 5 base.	\$ 31,601.02	1	\$ 31,601.02
				\$ -
Total:				\$ 31,601.02

2. Project Budget

Original Authorized Budget:	\$1,337,158.50
Budget Adjustments per Previously Approved Change Order	\$6,249.80 - \$4,100.00
Current Authorized Budget, as adjusted by previous Change Orders:	\$1,343,408.30
This Change Order will increase the Authorized Budget by:	\$31,601.02
The new proposed budget for the project, due to this change, order will be:	<u>\$1,375,009.32</u>

3. Project Schedule

This project schedule will be increased by: 2 days due to C.O.

4. Authorization

Contractor:

Date

Engineer:

Date

Owner:

Date



9075 WCR 10
Ft Lupton, Colorado 80621
Phone: (303) 857-1754 Fax: (303) 857-2933

Change Order

Owner: Town of Firestone
Attn:Nate

Date:
Project Name:
Project Number:
Bid Date:
Proposal Number:

11/23/2022

N/A

11/23/2022

3

DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Over Excavate and Remove Subgrade Soil	350.3	CY	\$32.80	\$11,489.84
2	Install Geo Grid Tensar BX1100	372.9	SY	\$5.60	\$2,088.24
3	Import and Install Class 5 Aggregate Base	350.3	CY	\$51.45	\$18,022.94
				Bid Total:	\$31,601.02
NOTES					

APPROVAL OF Change Order

Northern Colorado Constructors, Inc.

Area	Length (ft)	Width (ft)	Depth (ft)	Area (SY)	Volume (CY)	Grid (Y/N)
Item 1: Major Repair Section Over Sanitary						
15' Wide Section Over Sanitary Sewer	180	15	2	300.0	200.0	Y
Item 2: Miscellaneous Repair						
1	22	7	1	17.1	5.7	N
2	24	15	1	40.0	13.3	N
3	24	12	1	32.0	10.7	N
4	30	10	1	33.3	11.1	N
5	20	8	1	17.8	5.9	N
6--1	8	8	1	7.1	2.4	N
6--2	18	14	1	28.0	9.3	N
7	13	6	1	8.7	2.9	N
8	10	9	1	10.0	3.3	N
9	22	6	1	14.7	4.9	N
10	36	8	1	32.0	10.7	N
11	14	8	1	12.4	4.1	N
12	8	8	1	7.1	2.4	N
13	15	6	1	10.0	3.3	N
14	13	11	1	15.9	5.3	N
15	37	12	1	49.3	16.4	N
16	24	16	1	42.7	14.2	N
17	11	10	1	12.2	4.1	Y
18	39	14	1	60.7	20.2	Y

Total Grid	372.9	SY
Total Additional Over Ex	350.3	CY
Total Additional Aggregate Base	350.3	CY



Description

Spot 18

Taken Date

11/15/2022 at 01:15 pm

Uploaded By

Jason Wooldridge

Upload Date

11/22/2022 at 11:30 am

File Name

[Screenshot_20221115_131550_G...](#)



Description

Spot 16

Taken Date

11/15/2022 at 01:14 pm

Uploaded By

Jason Wooldridge

Upload Date

11/22/2022 at 11:28 am

File Name

[Screenshot_20221115_131431_G...](#)



Description

Spot 17

Taken Date

11/15/2022 at 01:14 pm

Uploaded By

Jason Wooldridge

Upload Date

11/22/2022 at 11:29 am

File Name

[Screenshot_20221115_131458_G...](#)



Description

Spot 15

Taken Date

11/15/2022 at 01:13 pm

Uploaded By

Jason Wooldridge

Upload Date

11/22/2022 at 11:27 am

File Name

[Screenshot_20221115_131344_G...](#)



Description

15' wide over sanitary sewer

Taken Date

11/11/2022 at 03:17 pm

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:40 pm

File Name

[Screenshot_20221111_151758_G...](#)



Description

Spot 13

Taken Date

11/11/2022 at 10:12 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:40 pm

File Name

[Screenshot_20221111_101207_G...](#)



Description

Spot 14

Taken Date

11/11/2022 at 10:15 am

Uploaded By

Jason Wooldridge

Upload Date

11/22/2022 at 11:47 am

File Name

[Screenshot_20221111_101520_G...](#)



Description

Spot 12

Taken Date

11/11/2022 at 10:03 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:40 pm

File Name

[Screenshot_20221111_100330_G...](#)



Description

Spot 11

Taken Date

11/11/2022 at 10:01 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:40 pm

File Name

[Screenshot_20221111_100105_G...](#)



Description

Spot 9

Taken Date

11/11/2022 at 09:25 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:41 pm

File Name

[Screenshot_20221111_092539_G...](#)



Description

Spot 10

Taken Date

11/11/2022 at 09:27 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:41 pm

File Name

[Screenshot_20221111_092729_G...](#)



Description

Spot 8

Taken Date

11/11/2022 at 09:24 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:42 pm

File Name

[Screenshot_20221111_092444_G...](#)



Description

Spot 7

Taken Date

11/11/2022 at 09:24 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:42 pm

File Name

[Screenshot_20221111_092403_G...](#)



Description

Spot 6-1, 6-2

Taken Date

11/11/2022 at 09:23 am

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:42 pm

File Name

[Screenshot_20221111_092303_G...](#)



Description

Spot 5

Taken Date

11/10/2022 at 04:35 pm

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:43 pm

File Name

[Screenshot_20221110_163501_G...](#)



Description

Spot 4

Taken Date

11/10/2022 at 04:33 pm

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:43 pm

File Name

[Screenshot_20221110_163351_G...](#)



Description

Spot 3

Taken Date

11/08/2022 at 04:21 pm

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:31 pm

File Name

[Screenshot_20221108_162107_G...](#)



Description

Spot 2

Taken Date

11/08/2022 at 04:20 pm

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:31 pm

File Name

[Screenshot_20221108_162032_G...](#)



Description

Spot 1

Taken Date

11/08/2022 at 04:20 pm

Uploaded By

Justin Schaller

Upload Date

11/11/2022 at 03:31 pm

File Name

[Screenshot_20221108_162000_G...](#)



NORTHERN COLORADO CONSTRUCTORS, INC.

CONTRACT CHANGE ORDER REQUEST

Date: 11/11/2022

CO Request #: 4

Owner: Town of Firestone

Engineer: Ditesco

Project Name: Project #1 Historic Waterline Replacement

Plan/Spec:

Description: Export Millings

1. Itemized changes:

Bid Item	Description	Unit Price	QTY	Total
<u>Deductions</u>	N/A			
<u>Additions</u>	Export Millings	\$ 3,075.00	1	\$ 3,075.00
				\$ -
Total:				\$ 3,075.00

2. Project Budget

Original Authorized Budget:	\$1,337,158.50
Budget Adjustments per Previously Approved Change Order	\$35,078.57
Current Authorized Budget, as adjusted by previous Change Orders:	\$1,372,237.07
This Change Order will increase the Authorized Budget by:	\$3,075.00
The new proposed budget for the project, due to this change, order will be:	<u>\$1,375,312.07</u>

3. Project Schedule

This project schedule will be increased by: 0 days due to C.O.

4. Authorization

Contractor:

Date

Engineer:

Date

Owner:

Date



9075 WCR 10
FORT LUPTON, CO 80621
303-857-1754
FAX: 303-857-2933

Change Order Cost Basis Summary Form

(T & M SHEET)

DATE: 11/11/2022
JOB NUMBER: W2021-9540
PROJECT NAME: Project #1 Historic Waterline Replacement
JOB LOCATION: Jackson Dr.
ISSUED TO: Town of Firestone
ADDRESS:
DIRECTIVE DATE:

Equipment	Units	Quantity	Unit Price	Total
Semi with End Dump with driver (3)	HR	24.00	\$ 125.00	\$ 3,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment				\$ 3,000.00

Labor	Units	Quantity	Unit Price	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Labor				\$ -

Material	Units	Quantity	Unit Price	Total
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal:				\$ -
Material Mark-Up:	15%			\$ -
Total Material				\$ -

Subcontractor/Miscellaneous Items	Units	Quantity	Unit Price	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal:				\$ -
Subcontractor Markup	5%			\$ -
Total Subcontracted				\$ -
Sub-Total:				\$ 3,000.00
P&P Bonds/Insurance:	2.50%			\$ 75.00
Total:				\$ 3,075.00

Description of Extra Work:

Export Millings

By: _____
Town of Firestone

By: _____
Northern Colorado Constructors, Inc.

By: _____
Engineer Approval

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.e

Consent Agenda

Meeting Date: December 14, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-133:A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPOINTING THE TOWN MANAGER AND THE MANAGER'S DESIGNEE TO ACT ON BEHALF OF THE TOWN FOR MATTERS CONCERNING DITCH COMPANIES FOR WHICH THE TOWN OF FIRESTONE IS A SHAREHOLDER

SUMMARY

The Town of Firestone owns water shares from several local ditch companies. The resolution before the Board of Trustees is to appoint the Town Manager and/or his designee(s) to fulfill the duties on behalf of the Town for all ditch companies wherein the Town owns water shares.

HISTORY AND PREVIOUS BOARD ACTION

None at this time.

RECOMMENDATION

Staff recommends that the Board approves Resolution 22-133, a resolution appointing the Town Manager and designees appointed by the Town Manager to serve and fulfill the duties of the Town of Firestone for all Ditch Companies in which the Town of Firestone is a shareholder.

ALTERNATIVES

The Board may choose not to approve Resolution 22-133 and provide staff with additional direction.

ATTACHMENTS

1. Res 22-133 Town Manager Ditch Companies Shareholder Duties

FINANCIAL CONSIDERATIONS

None at this time.

RESOLUTION NO. 22-133

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPOINTING THE TOWN MANAGER AND THE MANAGERS DESIGNEE TO ACT ON BEHALF OF THE TOWN FOR MATTERS CONCERNING DITCH COMPANIES FOR WHICH THE TOWN OF FIRESTONE IS A SHAREHOLDER

WHEREAS, in accordance with the Town of Firestone's ("Town") Water Action Plan it is acquiring water resources which includes shares in Ditch Companies; and

WHEREAS, Ditch Companies are governed by By-Laws which set forth the duties and responsibilities of the Ditch Companies Shareholders. as to matters which include meetings, voting, and the appointment, removal, number, tenure, and qualifications of Directors, and other Officers, establishment of Ditch Company rules and regulations, transfer of shares. distribution and diversion of water and the imposition of assessments; and

WHEREAS, for administrative efficiency and consistency staff recommends that the Board of Trustees appoint the Town Manager who may also appoint a qualified designee to serve and fulfill the duties of the Town for all Ditch Companies in which the Town is a Shareholder; and

WHEREAS, in the fulfillment of such duties the Town Manager shall advise the Board of Trustees of actions taken on behalf of the Town.

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

The Board of Trustees does hereby appoint the Town Manager and designees appointed by the Town Manager to serve and fulfill the duties of the Town of Firestone for all Ditch Companies in which the Town of Firestone is a Shareholder.

INTRODUCED, READ AND ADOPTED this 14th day of December, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson
Mayor

ATTEST

APPROVED AS TO FORM

Miriam L. Gonzales, Acting Town Clerk

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f

Consent Agenda

Meeting Date: December 14, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-134: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIFTH AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC

SUMMARY

Alberta Development Partners, LLC has successfully purchased the remaining Cottonwood Hollow development properties and is working with staff on the Preliminary Plats and Final Plats for this property. With the expiration date of the Fourth Amendment to the Water Credit Purchase Agreement approaching, staff was contacted by Alberta Development Partners, LLC, requesting an additional extension until June 30, 2023.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved a long-term lease of water from the City of Loveland at the regular meeting on December 14, 2016.

The Board authorized staff to proceed with a process to bid 300 water dedication credits to owners of undeveloped property in the Town corporate limits at the regular meeting on August 9, 2017.

The Board approved Resolution 18-08, which approved the Water Credit Purchase Agreement at the special meeting on February 7, 2018.

The Board approved Resolution 20-18, approving the First Amendment of the Water Credit Purchase Agreement at the regular meeting on January 22, 2020.

The Board approved Resolution 21-09 and 21-15, approving the Second and Third Amendments of the Water Credit Purchase Agreement at the regular meeting on January 13, 2021.

The Board Approved Resolution 22-45, approving the Fourth Amendment of the Water Credit Purchase Agreement at the regular meeting on March 23, 2022.

RECOMMENDATION

Staff recommends that the Board approves Resolution 22-134, a resolution approving the Fifth Amendment to the Water Credit Purchase Agreement with Alberta Development Partners, LLC

ALTERNATIVES

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

ATTACHMENTS

1. Res 22-134 Fifth Amendment Water Credit Purchase Agreement
2. Fifth Amendment Water Credit Purchase Agreement-Alberta

FINANCIAL CONSIDERATIONS

None at this time.

RESOLUTION NO. 22-134

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIFTH AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC

WHEREAS, Mortgage Consultants, LLC, (“Mortgage Consultants”) pursuant to an Annexation Agreement, agreed to dedicate water rights/shares to the Town of Firestone (“Firestone”), which water rights and or shares must be dedicated prior to the first recording of a final plat, final subdivision or final development plan or receiving a building permit; and

WHEREAS, Firestone obtained water supplies and in accordance with its procedures sought bids and Mortgage Consultants was the successful bidder and awarded the right to and purchased 131 water credits to fulfill its dedication requirement; and

WHEREAS, Firestone in its sole discretion agreed to accept the water credits to fulfill Mortgage Consultants dedication requirement and on February 18, 2018 the parties entered into a Water Credit Purchase Agreement (“Agreement”) which specified in part that the water credits if not dedicated to Firestone by February 7, 2020, would expire and that the Agreement was not assignable; and

WHEREAS, Mortgage Consultants advised Firestone that as a result of contractual difficulties it would be unable to meet the February 7, 2020 dedication deadline but could meet the deadline if it was extended for one year; and

WHEREAS, Firestone and Mortgage Consultants entered into the First Amendment of the Agreement which in part, extended the Expiration Date to February 7, 2021; and

WHEREAS, Mortgage Consultants advised Firestone that it had entered into a contract to sell certain property (“Property”) described in the Annexation Agreement to Alberta Development Partners LLC, (“Alberta”) which contract was set to close after the February 7, 2021 Expiration Date, which would result in forfeiture of Mortgage Consultants remaining 74.67 water credits and any claim to proceeds or reimbursement and subsequent sale by Firestone of the forfeited water credits; and

WHEREAS, Mortgage Consultants requested Firestone extend the Expiration Date to May 10, 2021; and

WHEREAS, Mortgage Consultants also requested that Firestone consent to an assignment of the Agreement, as amended, to Alberta in connection with Alberta’s purchase of the Property; and

WHEREAS, Firestone consented to such requests which the parties memorialized in entering into the Second Amendment to Water Credit Purchase Agreement; and

WHEREAS, Mortgage Consultants has therefore assigned the Agreement and the remaining 74.67 water credits to Alberta; and

WHEREAS, Alberta to facilitate development of the Property requested that the Expiration Date be extended from May 10, 2021 to May 10, 2022 and Firestone consented to such request upon its adoption of the Thrid Amendment to the Water Credit Purchase Agreement upon the condition that Alberta would not request an additional extension of the Expiration Date; and

WHEREAS, Alberta again approached the Town and acknowledged that it could not meet the Thrid Amendment extension deadline and needed additional time to facilitate development of the Property and requested that the expiration date be extended to December 31, 2022 and affirmed that would be its final extension request; and

WHEREAS, though the Town granted Alberta's request as set forth in the Fourth Amendment to the Water Credit Purchase Agreement, Alberta once again acknowledges that it can't meet the December 31, 2022 deadline and requests that the expiration date be extended to June 30, 2023; and

WHEREAS, Alberta further agrees to assume all benefits and burdens and be bound by the terms and conditions of the Agreement, as amended.

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

The Fifth Amendment to the Water Credit Purchase Agreement between the Town of Firestone and Mortgage Consultants, 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 Fourth Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 14rd day of December 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam L. Gonzales, Acting Town Clerk

William P. Hayashi, Town Attorney

**FIFTH AMENDMENT TO WATER CREDIT PURCHASE AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC.
(Cottonwood Hollow)**

WHEREAS, Alberta Development Partners, LLC ("Alberta"), is a "subdivider, or developer" as that term is defined in Section 16.11.3 of the Firestone Development Code ("Code"), who agreed to dedicate "water rights" and/or "shares" to the Town of Firestone ("Firestone") pursuant to an Annexation Agreement dated January 16, 1999 ("Annexation Agreement"), and who must actually dedicate those "water rights" and/or "shares" prior to the first recording of a final plat, final subdivision, or final development plan or receiving a building permit; and

WHEREAS, Firestone obtained certain water supplies and made these water supplies available to Bidders pursuant to the Firestone Municipal Water Credit Bidding Rules and Procedures ("Bidding Rules and Procedures") as Water Credits; and

WHEREAS, Mortgage Consultants, LLC ("MC"), predecessor in interest to Alberta, placed a successful bid and was awarded the right to and did purchase 131 Water Credits from Firestone; and

WHEREAS, Firestone, in its sole discretion, agreed to accept the Water Credits to fulfill MC's dedication of "water rights" and/or "shares" requirement as outlined in the Code and specified in the Water Credit Purchase Agreement ("Agreement") entered into by Firestone and MC on February 8, 2018, and as required under the Annexation Agreement; and

WHEREAS, of the 131 Water Credits which are the subject of the Agreement, MC dedicated 56.33 Water Credits leaving 74.67 Water Credits available for Buyer (as defined below) to dedicate pursuant to the Agreement; and

WHEREAS, MC assigned the Agreement as it pertains to the remaining 74.67 Water Credits to Alberta or one or more affiliates of Alberta as the term affiliate is defined in the Second Amendment to this Agreement (Alberta and its affiliate(s) is hereinafter now referred to collectively as "Buyer") in connection with the remainder of the Property as described in Exhibit 1 to the Agreement (the "Property") which was owned by MC (and is now owned by Buyer), which assignment was approved by the Town pursuant to Section 6 of the Agreement and subject to Firestone and Buyer's approval of the Third Amendment; and

WHEREAS, Buyer agreed to bound to the terms and conditions of the Agreement as amended; and

WHEREAS, Section 8 of the original Agreement provided:

Expiration. The Water Credits described herein shall expire on February 7, 2020 ("Expiration Date") if not dedicated to Firestone prior to the Expiration Date. All of Buyer's rights in and to the Water Credits, and/or to dedicate said Water Credits, shall extinguish if not dedicated prior to the Expiration Date. Buyer shall not be entitled to any proceeds or reimbursement from any sale subsequent to the Expiration Date; and

WHEREAS, MC and Firestone entered into a Second Amendment to the Agreement which, among other things, extended the Expiration Date until March 8, 2021; and

WHEREAS, to facilitate the development of the Property, MC and Firestone entered into the Third Amendment to the Agreement which extended the Expiration Date to May 10, 2022; and

WHEREAS, to once again facilitate the development of the Property, Buyer and Firestone entered into the Fourth Amendment to the Agreement which extended the Expiration Date to December 31, 2022; and

WHEREAS, Buyer desires to again extend the Expiration Date to June 30, 2023, to facilitate its development of the Property; and

WHEREAS, Section 9 of the Agreement provides that it may be amended by a writing signed by both parties.

THEREFORE, in consideration of the terms and conditions set forth herein, including the above recitals which are included herein and made a part of this Fifth Amendment, the parties agree as follows:

1. Section 8, "Expiration" of the Water Credit Purchase Agreement is amended to read as follows:

Expiration. The Water Credits described herein shall expire on June 30, 2023 ("Expiration Date") if not dedicated to Firestone prior to the Expiration Date. All of Buyer's rights in and to the Water Credits, and/or to dedicate said Water Credits, shall extinguish if not dedicated to Firestone prior to the Expiration Date. Buyer shall not be entitled to any proceeds or reimbursement from any sale of the Water Credits subsequent to the Expiration Date. Buyer may only obtain an extension of the Expiration Date if its failure to dedicate the Water Credits prior to the Expiration Date is directly due to the occurrence of a Force Majeure event, as that term is defined herein, provided that: a) Buyer gives Firestone written notice describing the particulars of the Force Majeure event and details how it impacts Buyer's ability to dedicate the Water Credits; b) suspension of Buyer's obligation to dedicate the Water Credits and extension of the Expiration Date shall be of no longer duration than is required by the Force Majeure event; and c) Buyer proceeds with reasonable diligence to remedy its inability to dedicate the Water Credits. As used herein, "Force Majeure" shall mean events occurring beyond the reasonable control of the Buyer which would prevent it from completing the requirements which are necessary preconditions to dedicating the Water Credits to Firestone including acts of God, epidemic or pandemic, delays in obtaining any necessary government approval or permits beyond normal process times and which delays are not the result of Buyer's actions or inactions, war or terrorism.

2. All other terms and conditions of the Agreement, as amended, remain in full force and effect. Signatures transmitted or effected electronically are agreed by the parties to be treated as original. This Fifth Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment with an effective date of November ____ 2022.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

ALBERTA DEVELOPMENT PARTNERS, LLC

By: 
Title: Founding Principal

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.g

Consent Agenda

Meeting Date: December 14, 2022

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

Resolution 22-131: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO ANNEXATION AGREEMENT PERTAINING TO THE ADAM FARM ANNEXATION

SUMMARY

The Adam Farm property, approximately 170.5 acres in area, was annexed into the Town of Firestone via petition of Adam Farm Property, LLC ("Property Owner") on December 17, 2009 by Ordinance 726. Concurrent with the annexation, the Adam Farm Annexation Agreement ("Original Agreement") was entered into between the Town and the Property Owner. The Original Agreement in general outlined the terms, conditions and obligations of the Property Owner and Town for the future development of the property. At the time of annexation, the property was an active farm with multiple agricultural-related buildings and two single-family dwelling units.

Since the annexation in 2009, the Property Owner sold off a 35+ acre parcel located south and east of St. Vrain Creek. Note that this parcel is not subject to the First Amendment to the Adam Farm Annexation Agreement ("Amended Agreement"). The remaining 140.85 acres are undeveloped except for the improvements mentioned above, and oil/gas operations.

In 2021, the Property Owner entered into a contract to sell the majority of the remaining property or approximately 124 acres, to the City of Longmont. Per the contract, the Property Owner retains the two existing dwelling units and property for an additional two dwelling units or approximately 10 acres.

The Property Owner has approached the Town to consider deleting the following terms of the Original Agreement:

- a. Section 7 Dedications. {requires 10% of the property to be dedicated to the Town for open space purposes upon the final platting or subdivision of the property}. *Town staff supports the deletion of Section 7 as the majority of the property will become open space through the sale to the City of Longmont. Additionally, the Town's current open space standards outlined in the Firestone Development Code are based on development intensity versus an absolute percent of the property.*
- b. Section 16. A. Water Rights. Residential Uses. {requires water rights to be dedicated to the Town upon the platting of property for residential purposes}. *Town staff does not support deleting Section 16.A. until an Intergovernmental Agreement ("IGA") is entered into between the Town and the Longs Peak Water District, the current water provider for the two existing residences on the property. The Property Owner owns two additional Longs Peak water taps that may provide future service to the additional two dwelling units, subject to an IGA.*
- c. Section 17.B. Special Provision Annexation of WCR 5.5. {requires Property Owner to prepare and submit to the Town the necessary plans and documents to facilitate the annexation of WCR 5.5 between the property and State Highway 119, within six months of the annexation}. *Town staff supports the deletion of Section 17. B. The Property Owner supplied the necessary plans and documents to the Town to annex the right-of-way. Note to date, the Town has not annexed the referenced right-of-way.*

The Amended Agreement deletes in its entirety Section 7 and Section 17. B. All other terms and provisions of the Original Agreement remain in full force and effect.

HISTORY AND PREVIOUS BOARD ACTION

See Summary above.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 22-131, a resolution approving the First Amendment to the Adam Farm Annexation Agreement.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-131
2. First Amendment to Adam Farm Annexation Agreement ("Amended Agreement")
3. Adam Farm Annexation Agreement ("Original Agreement")

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-131

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO
ANNEXATION AGREEMENT PERTAINING TO THE ADAM FARM
ANNEXATION**

WHEREAS, the Town of Firestone ("Town"), Adam Farm Property, LLC, Thomas W. Adam, and Sheryl Ann Adam (collectively, "Owner") entered into that certain Annexation Agreement regarding the Adam Farm Annexation, dated December 17, 2009, and subsequently recorded on March 14, 2011, in the records of the Weld County Clerk and Recorder's Office (the "Original Agreement"), in furtherance of the annexation of approximately 170.510 acres, more or less, of real property, as more fully described in Exhibit A to the Original Agreement (the "Property"); and

WHEREAS, the Town and Owner desire to amend certain provisions of the Original Agreement to facilitate a potential transfer of a portion of the Property to the City of Longmont, as more fully set forth in the proposed Amendment to Annexation Agreement, attached hereto as Exhibit A.

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

The First Amendment to Annexation Agreement for the Adam Farm Annexation between the Town of Firestone, Adam Farm Property, LLC, Thomas W. Adam, and Sheryl Ann Adam is hereby approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is hereby authorized to execute the Amendment on behalf of the Town.

PASSED AND ADOPTED this ____ day of December, 20__.

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

**AMENDMENT TO ANNEXATION AGREEMENT
FOR ADAM FARM ANNEXATION**

AMENDMENT TO ANNEXATION AGREEMENT FOR ADAM FARM ANNEXATION

THIS AMENDMENT TO ANNEXATION AGREEMENT ("First Amendment") is hereby made and entered into this ____ day of _____, 2022, by and between the Town of Firestone, Colorado, a municipal corporation (the "Town"), Adam Farm Property, LLC, a Colorado limited liability company, and Thomas W. Adam And Sheryl Ann Adam (collectively, "Owners").

RECITALS

A. The Town, Adam Farm Property, LLC, Thomas W. Adam, and Sheryl Ann Adam entered into that certain Annexation Agreement regarding the Adam Farm Annexation, dated December 17, 2009, and subsequently recorded on March 14, 2011, in the records of the Weld County Clerk and Recorder's Office (the "Original Agreement"), in furtherance of the annexation of approximately 170.510 acres, more or less, of real property, as more fully described in Exhibit A to the Original Agreement (the "Property").

B. The Town and Owner desire to enter into this Amendment to amend, modify, change, and alter certain provisions of the Original Agreement to facilitate a potential transfer of a portion of the Property to the City of Longmont, as more fully set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Original Agreement unamended by this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Applicability. This First Amendment and its accompanying provisions shall only apply to the portion of the Property currently owned by Owner and as more particularly described below:

Lot B, Recorded Exemption No. 1313-4-2-RE1085 recorded May 24, 1988 at Reception No. 2142263 in Book 1197, being located in the North ½ of Section 4, Township 2 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado;

And

Lot A, Of Recorded Exemption No. 1313-4-2-Re 1085, recorded May 24, 1988 in Book 1197 as Reception No. 2142263, being a part of the East 17.5 rods of the Northwest 1/4 of Section 4, Township 2 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado

LESS AND EXCEPT that portion conveyed by Special Warranty Deed recorded November 1, 2017 at Reception No. 4348745 of Weld County Records.

2. Section 7 of the Original Agreement is deleted in its entirety.

3. Section 17.B of the Original Agreement is deleted in its entirety.
4. Headings. The section headings herein shall have no legal significance and are used solely for convenience of reference
5. Construction. Each of the Parties acknowledges that they, and their respective counsel, substantially participated in the negotiation, drafting and editing of this First Amendment. Accordingly, the Parties agree that the provisions of this First Amendment shall not be construed or interpreted for or against any Party hereto based on authorship.
6. Authority. Each Party represents and warrants that it has the power and authority to execute this First Amendment and that there are no third-party approvals required to execute this First Amendment or to comply with the terms or provisions contained herein.
7. Counterparts and Facsimile. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree that this First Amendment may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.
8. No Other Modifications. Except as expressly set forth herein, this First Amendment shall not modify or amend the terms or provisions of the Original Agreement, and all terms and provisions of the Original Agreement not specifically modified or amended by this First Amendment are hereby ratified, and shall, subject to this First Amendment, remain unamended, in full force and effect and constitute legal and binding obligations of the Parties.
9. Conflict. In the event of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall control such conflicting provisions.
10. Entire Agreement. This First Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by the Parties.
11. Successors and Assigns. This Assignment shall be binding upon the parties and the successor entity of any party and will be deemed a covenant running with land included within the Subdivision and will be binding upon all successors in ownership of the land within the Subdivision

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

TOWN OF FIRESTONE, COLORADO,
a municipal corporation

BY: _____
Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

OWNER:

ADAM FARM PROPERTY, LLC,
a Colorado limited liability company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ on behalf of **Adam Farm Property, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

Notary's official signature

Title of office

Commission Expiration

Thomas W. Adam

Thomas W. Adam

Sheryl Ann Adam

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by **Thomas W Adam and Sheryl Ann Adam.**

Witness my hand and official seal.

Notary's official signature

Title of office

Commission Expiration



3755771 03/14/2011 11:44A Weld County, CO
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**ANNEXATION AGREEMENT
(Adam Farm Annexation)**

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made and entered into this 17th day of December, 2009 (“**Effective Date**”), by and between ADAM FARM PROPERTY, LLC, a Colorado limited liability company, THOMAS W. ADAM, an individual and SHERYL ANN ADAM, an individual (collectively, together with their successors and assigns, “**Owner**”), and the TOWN OF FIRESTONE, a municipal corporation of the State of Colorado (together with its successors and assigns, “**Firestone**” or “**Town**”).

WITNESSETH:

WHEREAS, Owner desires to annex to Firestone the property more particularly described on Exhibit “A”, which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as the “**Property**”); and

WHEREAS, Owner has executed a petition to annex the Property to Firestone (“**Petitions**”), a copy of which is on file with the Town Clerk; and

WHEREAS, it is to the mutual benefit of Owner and Firestone (collectively, the “**Parties**”) to enter into this Agreement; and

WHEREAS, except as otherwise expressly provided in this Agreement, Owner acknowledges that upon the effectiveness of the annexation of the Property, the Property will be subject to all ordinances, resolutions, and other regulations of Firestone, as they may be amended from time to time, except for general property taxes of Firestone, which shall become effective on and after the January 1 next ensuing; and

WHEREAS, Owner acknowledges that there may be a need for conveyances, dedications and/or grants to Firestone of certain portions of the Property, including but not limited to, fee dedications and grants of easements to Firestone as contemplated by Section 7 of this Agreement, and that such conveyances, dedications and/or grants are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The Parties confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to Firestone. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Firestone Municipal Code, Development Regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. Section 31-12-101 et seq. (the “**Annexation Act**”).



3. Further Acts. Subject to the terms and conditions of the Petition (including but not limited to Section 18 of the Petition), Owner agrees to execute, promptly upon request of Firestone, any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Additionally, after the Effective Date and as otherwise set forth in this Agreement, the Parties will in good faith cooperate to complete negotiation, execution and obtain final non-appealable approval of the vested property rights agreement as contemplated in Section 10 below, in form and substance mutually agreed to by the Parties, prior to filing the annexation ordinance and maps of record with the Weld County Clerk and Recorder, it being the Parties' intent and understanding that such filing will cause the annexation to become legally effective pursuant to C.R.S. § 31-12-113(2)(a)(II)(A), and that such filing shall not occur, and annexation of the Property shall not become legally effective, prior to satisfaction or Owner's written waiver of the foregoing conditions precedent. Prior to expiration of the period described in Section 5 below or Firestone's earlier final action determining to not annex the Property, Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon receipt of Firestone's written consent.

4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Firestone to be necessary to accomplish the annexation. Firestone and Owner shall at Owner's expense prepare the annexation impact report.

5. Action on Annexation Petition. Firestone shall act upon the Petition within six months of the date of filing thereof with the Town Clerk, unless Owner consents to later action.

6. Zoning and Development.

A. The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the Planned Unit Development zoning requested by Owner, and that the granting of such zoning by Firestone is a condition to annexation of the Property pursuant to the terms and conditions of the Petition. Owner and Firestone shall take all action necessary to permit zoning by Firestone of the Property concurrently with Firestone's approval of the annexation ordinance for the Property.

B. Owner shall be permitted to continue those uses currently being made of the Property, which uses are inventoried on "Exhibit B" attached hereto, incorporated herein, and made a part hereof (the "Existing Uses"). The Existing Uses may be continued until commencement of development of a majority of the acreage of Lot B of the Property (according to the recorded exemption for the Property) and during such period may be increased in intensity; provided, however, that no increase in intensity shall be exceed the more restrictive of the limitations applicable to a particular use as set forth in Exhibit B or the Weld County Agricultural zone district regulations. Except as expressly provided herein, the Existing Uses and their supporting structures shall administered as legal, nonconforming uses under Chapter 17.40 of the Firestone Municipal Code and therefore, by way of example but not limitation, shall be subject to the rules in such Chapter regarding abandonment and restoration in the event of casualty. If only a portion the Property is developed, the Existing Uses may be permitted to continue on the remainder of the Property, subject to limitations herein and in Exhibit B; provided, however, that



all private shooting range and hunting uses shall be discontinued upon written notice from the Town if the location of any such new development on the Property is not an acceptable distance away from such uses, as determined by Firestone Chief of Police in the Chief's sole discretion. Nothing herein shall limit Owner's ability to seek approval for additional agricultural uses pursuant to the procedures and requirements set forth in applicable Town ordinances, resolutions and regulations.

7. Dedications. Owner agrees to dedicate or grant by Special Warranty Deed, plat or other appropriate instrument of conveyance acceptable to Firestone, ten percent of the territory to be annexed for public open space or pay an equivalent fee in lieu of dedication, in addition to easements and rights-of-way for streets and other public ways and for other public purposes, as required by Firestone ordinances and regulations. Such dedications and/or grants shall occur at the time of final subdivision platting or at the time of approval of the first final development plan for the Property, whichever first occurs, except that Firestone may earlier require dedication of rights-of-way for perimeter arterial streets and utilities. Such dedications and/or grants shall be free and clear of all economic liens and/or encumbrances and such other title matters as are, in Firestone's reasonable judgment, materially inconsistent with the purpose of the dedication. Title to all oil, gas and other hydrocarbons and all royalties, rights and other mineral interests appurtenant to such dedicated lands shall not be conveyed to the Town in connection with such dedications, and shall be reserved to the current owner or to Owner, as applicable, subject to the limitation that the surface of any dedicated lands shall not be used for the exploration, extraction or development of any such reserved oil and gas resources without the prior written approval of the Town.

8. Public Improvements. A. Owner agrees to design, improve and construct applicable public improvements required for the development of the Property in accordance with Firestone ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, or in any agreement concerning such improvements, and to make such other improvements as required by Firestone ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Firestone, to dedicate to Firestone any or all required improvements. If requested by Firestone, Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development of the Property. If the Owner is required under a subdivision, development or other agreement with the Town to oversize any Town public improvement, such agreement shall further include provisions addressing oversizing reimbursement consistent with then-applicable ordinances, resolutions and standards of the Town.

B. This Agreement shall not be construed to create any obligation upon Owner to develop all or any portion of the Property, and Owner shall have no liability under this Agreement to the Town for its failure to develop all or any portion of the Property; provided, however, that the foregoing shall not be construed to excuse any breach of any provision hereof. Notwithstanding the foregoing, if Owner commences development of all or any portion of the Property, Owner shall be required to construct the public improvements required to support such development in accordance with the terms and conditions of this Agreement and any subdivision, development or other agreement(s) which Owner and the Town may execute in connection with any subsequently obtained land use or development approval. Further, nothing in this



Agreement shall be construed as relieving Owner of any obligation or liability for completion of any public improvements required by any subdivision, development or other agreement(s) executed by Owner after the Effective Date.

9. Improvement Districts. If requested by Firestone, Owner agrees to consider the inclusion of the Property in one or more special improvement districts or other mechanisms established by Firestone for making improvements to streets and other public ways, or for making other public improvements authorized by law.

10. Vesting/Development Agreement. In addition to the terms, conditions and limitations pertaining to effectiveness of the annexation of the Property as set forth in the Section 18 of the Petition, it shall be a condition precedent (which may be waived in writing by Owner) to recordation of certified copies of the annexation ordinance and maps for the Property (which is a condition precedent to the annexation becoming legally effective pursuant to C.R.S. § 31-12-113(2)(b)), that the Parties shall have executed a vested property rights agreement in a form and in substance mutually agreed to by the Parties, and that the ordinance approving the vested property rights agreement shall have received approval by the Firestone Town Board.

11. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all applicable Firestone ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Firestone streets and flood control.

12. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of Firestone's ordinances or resolutions, or as a waiver of Firestone's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of Firestone and its inhabitants; nor shall this Agreement prohibit the enactment or increase by Firestone of any tax or fee.

13. Disconnection. No right or remedy of disconnection of the Property from Firestone shall accrue from this Agreement, other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, Firestone shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

14. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

15. Municipal Services. Firestone agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of Firestone which services include, but are not limited to, police protection and water services. Water service to the Property shall be obtained from and provided by Firestone, subject to all ordinances, resolutions, rules, regulations, agreements and policies governing such use, as in effect from time to time.



Owner acknowledges that Firestone services do not include, as of the Effective Date, fire protection, emergency medical services or sanitary sewer services, but Owner may seek inclusion of the Property into and such services from, with respect to fire protection and emergency medical services, the Frederick-Firestone Fire Protection District, and, with respect to sanitary sewer service, the Saint Vrain Sanitation District.

16. Water Rights. Owner shall dedicate water rights as set forth in this Section.

A. Residential Uses. Owner, as a prerequisite to annexation, agrees to furnish and transfer ownership to the Town of the minimum water rights as required under Section 1.08.050.A of the Firestone Municipal Code with respect to any residential development on the Property. All such water transferred to the Town shall be Northern Colorado Water Conservancy District/Colorado Big-Thompson water shares or such other shares as the Town in its sole discretion may accept. Title to the required water rights, free and clear of all liens and encumbrances, shall be deliverable to the Town at the time of final subdivision platting of any residential area. No subdivision plat shall receive final approval until the Town becomes the titled owner of all water required for the platted area only. Owner shall have the right to retain any remaining portion of the Water Rights (as such term is defined in Section 16.C. and continue to use them in connection with uses of the remainder of the Property until those portions of the Property are developed.

B. Commercial and Industrial Uses. With respect to any nonresidential development on the Property (sometimes referred to as the "Commercial Development"), Owner agrees to furnish and transfer ownership to the Town of the minimum water rights required by this Paragraph. All water transferred to the Town shall be Northern Colorado Water Conservancy District/Colorado Big-Thompson water shares or such other shares as the Town in its sole discretion may accept. The Owner and the Town agree that the minimum water rights to be furnished to the Town for Commercial Development shall be determined and provided as follows:

- (1) Prior to the platting and approval of any subdivision for Commercial Development, or, in the event platting is not required for such Development, prior to approval of any development or construction, or the issuance of a building permit for Commercial Development for all or any portion of the Property, Owner shall provide to the Town documentation of all projected water requirements for potable water for the Property to be subdivided or approved, or for which a building permit has been requested, for Commercial Development.
- (2) The Town shall review the documentation and make an estimate of the total potable water demand requirement for the Commercial Development for which a plat, approval, or building permit has been requested. For irrigated portions of the Commercial Development, the Town shall use the rate of 2.5 acre feet per acre per year. Estimated total potable water demand for building, employee, commercial, industrial or other uses shall be estimated by the Town to reflect the actual annual water demand of the specific use planned.
- (3) At or prior to Town approval of the first building permit, final development plan, or final subdivision plat for all or a portion of the Property proposed for Commercial Development, the Owner shall transfer to the Town title to the required water rights



for the uses subject to the requested approval. The amount to be transferred shall be equal to the estimated total annual potable water demand requirement as calculated by the Town, plus an additional twenty percent. No building permit, final development plan or subdivision plat shall receive final approval until the Town obtains title to all water required to provide a secure, legal water supply for all proposed uses of the area subject to such approval. The required water rights shall be transferred by instruments of conveyance and/or assignment acceptable to the Town, free and clear of all liens and encumbrances.

- (4) In the event Owner changes the use of the Property or constructs additional improvements, the Town shall have the right to require additional water rights and the Town shall at all times have the right to require additional water rights or cash in lieu thereof from the Owner of any lot or other portion of the Property upon which any specific water use exceeds the estimated total annual potable water demand requirement for such use, as calculated by the Town.
- (5) The Owner and Town agree that the provision of this Paragraph shall apply in lieu of those requirements of Section 1.08.050.B of the Firestone Municipal Code requiring the transfer of water rights for commercial and industrial uses at the time of annexation.

C. Appurtenant Water Rights/Right of First Refusal. Owner represents that there are appurtenant to the property certain surface and/or groundwater water rights owned by Owner and set forth on Exhibit "C", which is attached hereto, incorporated herein, and made a part hereof (hereinafter referred to as "the Water Rights"). Owner further represents that the Water Rights constitute all of the water rights appurtenant to the property, that the Water Rights are and will be used in connection with current uses of the Property until the Property is developed.

If the Owner at any time determines to sell or transfer all or any portion of the Water Rights for any use other than a use upon the Property, then the Owner shall provide the Town with written notice of Owner's intent to make such a sale or transfer. The notice shall include a description of the Water Rights proposed for sale or transfer, the proposed sale or transfer price, and all other material terms and conditions of the proposed sale or transfer. For a period of 120 days after receipt of such notice, the Town shall have the first right to purchase the Water Rights intended for sale or transfer.

The Town may purchase the Water Rights intended for sale or transfer upon terms and conditions that are mutually acceptable to Owner and the Town, but which are in no event less favorable than the terms and conditions of Owner's intended sale or transfer to any third party who is a bona fide purchaser for value. In the event the purchase price cannot be determined by reference to an offer by a bona fide purchaser, the purchase price to be paid by the Town shall be established by a qualified water rights appraiser selected by agreement of the Town and Owner within ten (10) days after Town receipt of Owner's notice of intent to sell or transfer the Water Rights. In the event the Town and Owner are unable to agree upon an appraiser, then each party shall within fifteen (15) days of Town receipt of such notice select its own appraiser, and the two of them shall appoint a single appraiser within twenty (20) days of Town receipt of such notice. In the event Owner and the Town have not entered into an agreement within 120 days of the Town's receipt of Owner's notice



of intent to sell or transfer the Water Rights, then the Town's first right to purchase the Water Rights shall terminate. The Owner may thereafter proceed to sell or transfer the Water Rights on terms and conditions no more favorable than the terms and conditions last offered to the Town.

The Owner and Firestone agree that the above provisions shall apply in lieu of the requirement in Firestone Municipal Code Section 1.08.050.C, requiring the Owner offer to sell appurtenant water rights at the time of annexation. The right of first refusal under this Paragraph shall terminate upon the consummation of the sale to a third party of all or that portion of the Water Rights conveyed of the above-described Water Rights, but only as to the portion and interest so sold, and only after full compliance with the terms of this right of first refusal, and provided the sale is on the same terms and conditions and for the price set forth in the notice sent to the Town; however, if such sale is not consummated, this right of first refusal shall remain in effect. In any event, all rights under this Paragraph shall terminate ninety years from the date of this Agreement.

D. Use of Irrigation Water Rights. The Parties acknowledge that it is the Owner's desire to utilize some or all of the Water Rights, and/or other water rights, to provide non-potable irrigation water for irrigation of parks and open space areas within the Property upon development. The Parties further acknowledge that utilization of a non-potable irrigation water system on the Property will conserve potable water to the mutual benefit of the Parties. The Parties agree that any determination of whether a non-potable irrigation water supply and/or system may be utilized in connection with development of the Property shall be made by the Town in a reasonable exercise of its discretion, and that the Parties shall in good faith discuss the potential for such a system at the time of preliminary and final subdivision platting and development plan review for the Property. If the Town in an exercise of its discretion allows use of a non-potable irrigation water supply, then the Town shall determine the credit to be applied against the Town's raw water dedication requirements incident to the provision of such non-potable irrigation water supply. One or more agreements with the Town shall be required for any use of any non-potable irrigation water supply and/or system.

17. Special Provisions.

A. Petition Terms. The terms, conditions and limitations of Section 18 of the Petition are incorporated herein and expressly made a part hereof.

B. Annexation of WCR 5.5. Owner shall, at its sole expense and within six months of the Effective Date, prepare and submit to Firestone all surveys, legal descriptions, annexation maps and other documents required by the Annexation Act to accomplish the annexation of the entire portion of the Weld County Road 5.5 right-of-way lying adjacent to the property. Such documents shall be in forms acceptable to Firestone. The Owner shall be responsible for all publication costs and all reasonable engineering, legal and planning fees incurred by Firestone in effecting such annexation. The Owner and Firestone shall cooperate in and execute any further documents necessary to effect such annexation. Firestone shall be responsible for securing any consent necessary from Weld County for completion of such annexation.

C. Private Shooting Range and Hunting Uses. Notwithstanding any provision of this Agreement to the contrary, after the effective date of annexation of the Property, no weapons

shall be discharged upon the Property except pursuant to an applicable exemption to the Town's general ordinances prohibiting the discharge of weapons. In the Town's sole discretion, a designation pursuant to Section 9.24.020.B.1 of the Firestone Municipal Code for use of the private shooting range and hunting uses may be made as part of the Town approval of the Outline Development Plan or by separate resolution of the Board of Trustees.

D. Septic Systems. As of the Effective Date, the Property utilizes septic systems for sanitation purposes on the Property. So long as Owner complies with applicable regulations governing septic systems, such use may continue until the applicable portion of the Property where septic systems are utilized has been developed.

18. Owners Association. If required by state law, or as otherwise desired by Owner:

A. Owner shall organize an appropriate unit owners association or associations for given parcels and/or unit types within the development of the Property;

B. Owner shall form any such association(s) pursuant to the Colorado Common Interest Ownership Act, C.R.S. Section 38-33.3-101 et seq. ("CCIOA"), to the extent required by and not exempt under the terms of CCIOA; and

C. Owner shall also execute and record covenants and instruments of conveyance which comply with CCIOA, to the extent not exempt from CCIOA, and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development, including but not limited to any private roads, private common areas and private facilities.

At least ten (10) days prior to recording any covenants or instruments of conveyance to the association(s), Owner shall provide such documents to the Town Attorney for review and comment; provided, however, Firestone shall have no right of approval with respect to such documents.

19. Special District Inclusion. Within ten (10) days after written request by Firestone, Owner shall apply for inclusion of the Property within the Northern Colorado Water Conservancy District, the Frederick-Firestone Fire Protection District, the St. Vrain Sanitation District and the Carbon Valley Recreation District (if the Property is not yet within one or more of these districts), and any other special districts as determined by Firestone. Notwithstanding the foregoing, it is expressly understood that Firestone may not require Owner to be included within the Highway 119 Metropolitan Districts Nos. 1-6, such inclusion shall be in Owner's sole discretion. Similarly, nothing herein shall be construed to require approval of any metropolitan districts for the Property. Notwithstanding the foregoing, the Town agrees it shall not require application for inclusion within the St. Vrain Sanitation District until the earlier of the first request for approval of a preliminary development plan for the Property or a request for a Town permit for development of a new use requiring sanitary sewer service.

20. Amendment. This Agreement may be amended by Firestone and any Owner of the Property or portion thereof without the consent of any other Owner as long as such amendment affects only that portion of the Property owned by such Owner at the time of such amendment. Such amendments shall be in writing, shall be recorded with the County Clerk of



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Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties hereto.

21. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

22. Indemnification. Owner agrees to indemnify and hold harmless Firestone and Firestone's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorneys' fees and court costs, which arise out of or which are in any manner connected with the annexation of the Property or which are in any manner connected with Firestone's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at Firestone's option to pay the attorneys' fees for defense counsel of Firestone's choice for, any such liability, claims, or demands.

23. Owner. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original Parties thereto.

24. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Firestone ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon Owner.

25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Owner and Firestone and their respective heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. Upon conveyance of all or any portion of the Property to a third party, Owner shall be released from all obligations and liabilities under this Agreement with respect to such property conveyed accruing after the date of the conveyance. This Agreement shall be recorded with the County Clerk of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

26. Failure to Annex. If Firestone fails to approve the annexation of the Property or if the annexation of the Property to Firestone does not become effective, this Agreement shall be null and void.

27. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective 72 hours after deposit in

the United States mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to Firestone:

Town of Firestone
P.O. Box 100
Firestone, CO 80520
Telecopy No. (303) 833-4863

With copy to:

Light, Harrington & Dawes, P.C.
1512 Larimer Street, #300
Denver, CO 80202
Telecopy No. (303) 298-1627

Notice to Owner:

Adam Farm Property, LLC
Thomas W. Adam & Sheryl Ann
Adam
11684 Weld County Rd. 5-1/2
Longmont, CO 80504

With copy to:

Packard and Dierking, LLC
2595 Canyon Blvd., Suite 200
Boulder, Colorado 80302
Attn: Bruce Dierking, Esq.
Telecopy No. (303) 447-0451

28. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. 31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

29. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the property are subject to the legislative discretion of the Board of Trustees of Firestone. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of its legislative discretion by the Board of Trustees or through the exercise of the powers of initiative or referendum, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive right of Owner with respect to such exercise of discretion shall be the withdrawal of the Petition(s) as contemplated by the Petition(s) or disconnection from Firestone in accordance with state law, as may be appropriate.

30. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as Parties hereto.



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31. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

32. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

[Signature page follows.]



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IN WITNESS WHEREOF, Firestone and Owner have executed this Annexation Agreement as of the day and year first above set forth.

OWNER:

ADAM FARM PROPERTY, LLC, a Colorado limited liability company

By: George C. Adam Jr.
Name: Adam Farm Property LLC
Title: Manager

THOMAS W. ADAM, an individual

Thomas W. Adam

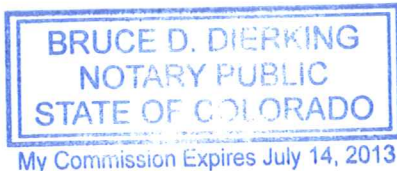
SHERYL ANN ADAM, an individual

Sheryl Ann Adam

State of Colorado)
) ss.
County of WELD)

The foregoing instrument was acknowledged before me this 17th day of December, 2009, by George C. Adam, Jr. as Manager of ADAM FARM PROPERTY, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Bruce D. Dierking
Notary Public
My commission expires: _____

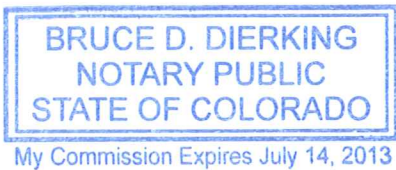


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State of Colorado)
) ss.
 County of WELD)

The foregoing instrument was acknowledged before me this 17th day of December, 2009, by THOMAS W. ADAM, an individual.

Witness my hand and official seal.

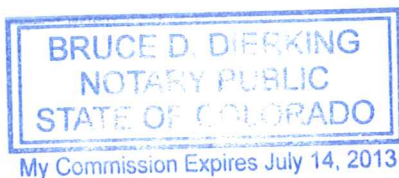


[Signature]
 Notary Public
 My commission expires: _____

State of Colorado)
) ss.
 County of WELD)

The foregoing instrument was acknowledged before me this 17th day of December, 2009, by SHERYL ANN ADAM, an individual.

Witness my hand and official seal.



[Signature]
 Notary Public
 My commission expires: _____

FIRESTONE:

TOWN OF FIRESTONE, a municipal corporation of the State of Colorado

By: C/A A~
 Chad Auer, Mayor

ATTEST:

[Signature]
 Town Clerk





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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY – ADAM FARM ANNEXATION

A PORTION OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-4-2-RE 1085, ACCORDING TO THE MAP RECORDED MAY 24, 1988 AT RECEPTION NO. 2142263 IN BOOK 1197, BEING LOCATED IN THE NORTH 1/2 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 4, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP, "LS 22098", WHENCE THE NORTH QUARTER OF SAID SECTION 4 BY A RECOVERED 3-1/4" ALUMINUM CAP, "LS 22098" IS ASSUMED TO BEAR N 00°36'47" E, A MEASURED DISTANCE OF 2606.04 FEET, WITH ALL BEARINGS RELATIVE TO HEREON;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, S 89°22'52"W A DISTANCE OF 258.81 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5-1/2, SAID POINT ALSO BEING 30.00 FEET EAST OF AND PARALLEL TO A LINE THAT IS 17.5 RODS WEST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND BEING PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, N 00°36'47" E, A DISTANCE OF 2576.65 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 26 AS DEDICATED BY BOOK 86 AT PAGE 273, SAID POINT ALSO BEING 30.00 FEET SOUTH OF AND PERPENDICULAR TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND BEING PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N 89°30'56" E, A DISTANCE OF 258.80 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, N 89°31'14" E, A DISTANCE OF 2624.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 7, AS DEDICATED BY BOOK 86 AT PAGE 273, SAID POINT ALSO BEING 30.00 FEET PERPENDICULAR TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 7, S 00°25'00" W, A DISTANCE OF 2567.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, S 89°20'15" W, A DISTANCE OF 2633.83 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 7,427,416 SQ. FT. OR 170.510 AC., MORE OR LESS.



EXHIBIT B DESCRIPTION OF EXISTING USES

The Existing Uses of the Property are defined to include the Existing Buildings, Existing Dairy, and Other Agricultural Uses, further described as follows:

A. Existing Buildings:

As shown and labeled on the Town-approved Outline Development Plan (ODP) map, there are two homes, two mobile homes, an office, a shop, various garages and outbuildings, pit silos and other accessory buildings. To the extent that any of these buildings do not meet applicable Firestone standards, these buildings shall be deemed legally non-conforming buildings.

B. Existing Dairy:

The existing dairy operation consists of up to 1,200 head of cattle. The maximum number of cattle permitted to exist on the Property at any one time is 1,200. This number includes all bull, cows and calves. This number shall be proportionally allocated if the Property is subdivided and ownership transferred, and shall be proportionally reduced in the event of development of only a portion of the Property.

C. Other Agricultural Uses: The following additional agricultural uses may be continued or undertaken as Existing Uses; provided, however, that commencement of any use listed below as a new use requiring structures shall require approval from the Town of a final development plan:

- Farming, ranching and gardening
- Cultivation, storage and sale of crops, vegetables, plants, flowers and nursery stock raised on the premises
- Temporary storage, in transit, of crops, vegetables, plants, flowers and nursery stock not raised on the premises and not for sale on said premises
- Grazing of livestock
- Feeding of livestock
- Ditch-burning / field burning / brush burning
- Private septic systems
- Private gun range / trap range / archery range
- Private hunting
- Use of water supply from 4 Longs Peak Water District taps
- Parking / storage of Ag vehicles & equipment that are utilized on the Property
- Treating crops / weed control
- Crop dusting



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- Irrigation
- Settling ponds for livestock waste
- Stockpiling & spreading manure
- Non-commercial composting
- Pumping lagoons onto fields
- Oil & gas production (8 existing wells)
- Home occupation (excluding licensed daycare)
- Temporary storage of crops
- Mobile homes used as housing for farm help working on the Property or as single-family dwellings for persons customarily employed at or engaged in farming, ranching or gardening on the Property, not to exceed four mobile homes total
- Animal boarding and animal training facilities
- Structures for storage of equipment and agricultural products
- Buildings for confinement or protection of livestock
- Office incidental to the operation of the uses allowed by right
- Roadside stands (outside the public right-of-way) when the products offered for sale are grown on the Property
- Non-commercial junkyard
- Any other structure or use clearly incidental and accessory to these uses

All Existing Uses are subject to the limitations, terms and conditions of the Annexation Agreement.



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EXHIBIT C
DESCRIPTION OF APPURTENANT WATER RIGHTS

[to be inserted]



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TOWN OF FIRESTONE

Water Rights Questionnaire

1. Applicant Information

Adam Farm Annexation

Project Name

Location

N/A

Developer

George C. Adam, Jr.

Contact

11684 WCR 5 1/2, Longmont, CO 80504

Address

(303) 776-2772

Phone

Town File #

2. Surface Water Rights

The Town of Firestone Town Code may require the sale of water rights to the Town. Prior to annexation and/or connection to the Town's water/sewer system, all surface water rights must be sold to the Town at present market value.

Have there been any surface water rights appurtenant to this land since 1970? Yes

Name of Ditch: Oligarchy and CBT

Amount Owned: 6 Shares Oligarchy, 9 Shares Lower
50 Shares CBT

3. Ground Water Rights

The Town of Firestone Town Code governs the conveyance of ground water rights to the Town. Prior to annexation and/or connection to the Town's water/sewer system, all ground water rights must be conveyed to the Town at no cost.

Are there any wells on the property? No

Is the well adjudicated? N/A

Name of the well and the adjudicated date: N/A

What is the water used for? N/A

Please return to: Town of Firestone
Planning Coordinator
151 Grant Avenue
PO Box 100
Firestone, CO 80520

EXHIBIT L

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.h

Consent Agenda

Meeting Date: December 14, 2022

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

Resolution 22-132: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

SUMMARY

Adam Farm Property, LLC has filed an application to subdivide 140.85 acres into two lots and three tracts. Two lots are being created for the two existing single-family dwelling units located on the property, which are 2.73 and 4.23 acres in area. Two of the tracts, Tracts B and C, are being created for future residential development. Each of these tracts is 1.54 acres in area and will need to be re-platted prior to development. Tract A is approximately 124 acres in area and is proposed to be sold to the City of Longmont for open space purposes.

The Town Board of Trustees may approve a minor plat application if it meets the following Approval Criteria from the FDC:

- a. The lot line adjustment or Minor Plat is generally consistent with the Town's Comprehensive Master Plan;
- b. The lot line adjustment or Minor Plat is generally consistent with and implements the intent of the specific zoning district in which it is located;
- c. As applicable, the Minor Plat is generally consistent with the terms and conditions of any previously approved development plan;
- d. The lot line adjustment or Minor Plat complies with all applicable use, development, and design standards set forth in this FDC;
- e. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property while maintaining sufficient levels of service to existing development; and
- f. The lot line adjustment plat or Minor Plat will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

HISTORY AND PREVIOUS BOARD ACTION

The Adam Farm property, approximately 170.5 acres in area, was annexed into the Town of Firestone via petition of Adam Farm Property, LLC on December 17, 2009 by Ordinance 726.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 22-132, a resolution approving the Adam Farm Minor Plat with the following conditions:

1. All minor technical corrections to the Adam Farm Minor Plat shall be made to the Town's satisfaction.
2. Applicants shall provide an updated title commitment for the subject property contained within the Minor Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-132
2. Adam Farm Minor Plat

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-132

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

WHEREAS, Adam Farm Property, LLC and Thomas W. Adam and Sheryl Ann Adam (“Applicants”), as owners of certain real property described on Exhibit A (the “Property”), have submitted a proposed subdivision plat for the Property, entitled “Adam Farm Minor Plat” (the “Minor Plat”); and

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

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

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

Section 2. The Board of Trustees hereby approves the subdivision plat for Adam Farm Minor Plat, attached hereto as Exhibit B and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

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

(b) Applicants shall provide an updated title commitment for the subject property contained within the Minor Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

Section 3. The dedication of all easements and all other places designated for public use as shown upon the Adam Farm Minor Plat is hereby accepted by the Town of Firestone.

Section 4. The Mayor and Town Clerk are hereby authorized and directed to certify upon the subdivision plat the Town’s approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder’s office upon fulfillment of all conditions as indicated herein.

Section 5. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Adam Farm Minor Plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of December, 20__.

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Legal Description

Lot B, Recorded Exemption No. 1313-4-2-RE1085 recorded May 24, 1988 at Reception No. 2142263 in Book 1197, being located in the North ½ of Section 4, Township 2 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado;

And

Lot A, Of Recorded Exemption No. 1313-4-2-Re 1085, recorded May 24, 1988 in Book 1197 as Reception No. 2142263, being a part of the East 17.5 rods of the Northwest 1/4 of Section 4, Township 2 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado

LESS AND EXCEPT that portion conveyed by Special Warranty Deed recorded November 1, 2017 at Reception No. 4348745 of Weld County Records.

EXHIBIT B
Adam Farm Minor Plat

Dedication and Ownership Certificate

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ADAM FARM PROPERTY, LLC, A COLORADO LIMITED LIABILITY COMPANY, THOMAS W. ADAM, AND CHERYL ANN ADAM, BEING THE SOLE OWNER OF THE LAND SHOWN ON THIS MINOR PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4 TO BEAR SOUTH 00°05'30" WEST, A DISTANCE OF 2597.39 FEET BETWEEN A FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP, "CIVIL ARTS T3N R68W S33 S34 S4 S3 T2N R68W 2021 PLS 30110" AT THE NORTHEAST CORNER OF SECTION 4 AND A FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP, "M JOHNSON 1/4 COR R68W S4 S3 T2N 1996 LS 28273" AT THE EAST 1/4 CORNER OF SECTION 4, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT SAID NORTHEAST 1/4 OF SECTION 4; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER

SOUTH 00°05'30" WEST, A DISTANCE OF 1094.82 FEET TO A POINT ON THE CENTER LINE OF THE ST. VRAIN RIVER AND A POINT OF CURVATURE; THENCE ALONG SAID CENTER LINE THE FOLLOWING SEVENTEEN (17) COURSES;

- 1) 225.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 277.20 FEET, AN INCLUDED ANGLE OF 46°38'06" AND SUBTENDED BY A CHORD BEARING NORTH 86°28'46" WEST, A DISTANCE OF 219.44 FEET;
- 2) THENCE SOUTH 64°24'55" WEST, A DISTANCE OF 142.59 FEET;
- 3) THENCE SOUTH 58°41'37" WEST, A DISTANCE OF 534.45 FEET TO A POINT OF CURVATURE;
- 4) THENCE 280.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 249.59 FEET, AN INCLUDED ANGLE OF 64°22'22" AND SUBTENDED BY A CHORD BEARING SOUTH 14°27'11" WEST, A DISTANCE OF 265.90 FEET;
- 5) THENCE SOUTH 27°47'31" EAST, A DISTANCE OF 119.25 FEET;
- 6) THENCE SOUTH 59°03'13" EAST, A DISTANCE OF 176.61 FEET
- 7) THENCE 269.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.23 FEET, AN INCLUDED ANGLE OF 55°27'56" AND BEING SUBTENDED BY A CHORD BEARING SOUTH 10°00'32" EAST, A DISTANCE OF 258.95 FEET TO A POINT OF COMPOUND CURVATURE;
- 8) THENCE 190.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 221.28 FEET, AN INCLUDED ANGLE OF 49°20'54" AND BEING SUBTENDED BY A CHORD BEARING SOUTH 42°25'19" WEST, A DISTANCE OF 184.75 FEET;
- 9) THENCE SOUTH 87°11'36" WEST, A DISTANCE OF 142.98 FEET;
- 10) THENCE NORTH 59°34'34" WEST, A DISTANCE OF 180.24 FEET;
- 11) THENCE NORTH 76°29'27" WEST, A DISTANCE OF 122.15 FEET;
- 12) THENCE NORTH 87°25'49" WEST, A DISTANCE OF 145.24 FEET;
- 13) THENCE SOUTH 57°59'07" WEST, A DISTANCE OF 104.43 FEET;
- 14) THENCE SOUTH 68°39'30" WEST, A DISTANCE OF 359.21 FEET;
- 15) THENCE SOUTH 74°21'04" WEST, A DISTANCE OF 261.41 FEET TO A POINT OF CURVATURE;
- 16) THENCE 194.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 177.48 FEET, AN INCLUDED ANGLE OF 62°54'03" AND SUBTENDED BY A CHORD BEARING SOUTH 42°34'39" WEST, A DISTANCE OF 185.21 FEET;
- 17) THENCE SOUTH 05°49'10" WEST, A DISTANCE OF 94.64 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID SOUTH LINE, SOUTH 89°01'02" WEST, A DISTANCE OF 551.05 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, SOUTH 89°02'42" WEST, A DISTANCE OF 288.75 FEET; THENCE NORTH 00°17'36" EAST, A DISTANCE OF 2606.78 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4; THENCE ALONG SAID NORTH LINE, NORTH 89°11'43" EAST, A DISTANCE OF 288.75 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 4, NORTH 89°11'58" EAST, A DISTANCE OF 2654.66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,135,636 SQUARE FEET OR 140.85 ACRES, MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER THE DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF ADAM FARM MINOR PLAT, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES, AND OTHER PUBLIC PLACES, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN HEREON.

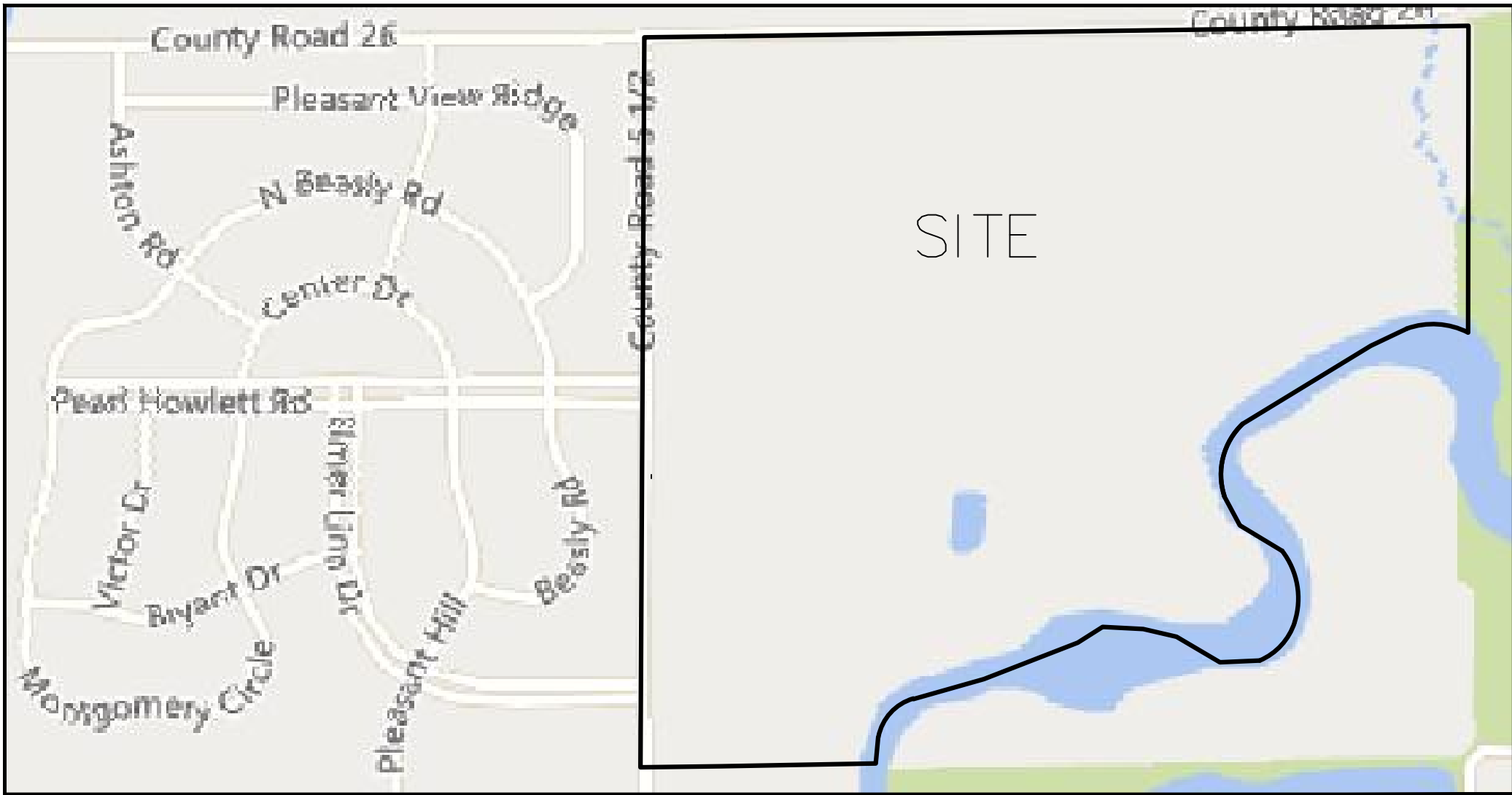
OWNER _____ DATE _____
STATE OF _____)
COUNTY OF _____)ss.
THE FORGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ AS OWNER.

OWNER _____ DATE _____
STATE OF _____)
COUNTY OF _____)ss.
THE FORGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ AS OWNER.

OWNER _____ DATE _____
STATE OF _____)
COUNTY OF _____)ss.
THE FORGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ AS OWNER.

ADAM FARM MINOR PLAT

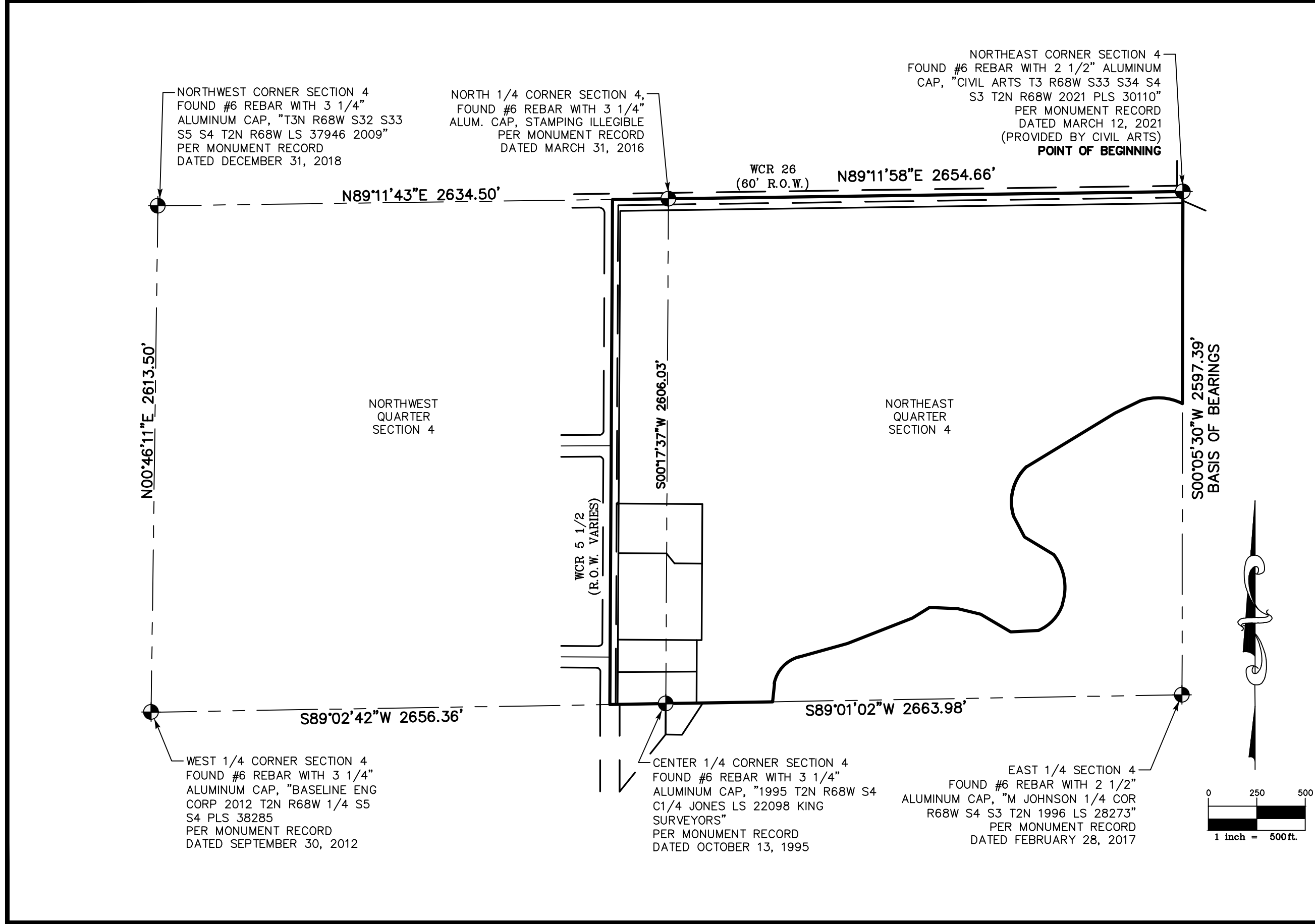
A REPLAT OF LOT A AND A PORTION OF LOT B, RECORDED EXEMPTION NO. 1313-4-2RE 1085, LOCATED IN THE NORTH HALF OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
140.85 ACRES - 2 LOTS/3 TRACTS
MP-22-028
SHEET 1 OF 4



Vicinity Map

SCALE: 1" = 500'

Basis of Bearings and Aliquot Information



Plat Notes

1. LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABZ25186439-5, DATED 09/08/2022 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY, THE PROPERTY, THE PROPERTY, THE PROPERTY, THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF SOUTH 00°05'30" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, BETWEEN A FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP, "CIVIL ARTS T3N R68W S33 S34 S4 S3 T2N R68W 2021 PLS 30110" AT THE NORTHEAST CORNER OF SECTION 4 AND A FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP, "M JOHNSON 1/4 COR R68W S4 S3 T2N 1996 LS 28273" AT THE EAST 1/4 CORNER OF SECTION 4 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
5. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
6. THE SUBJECT PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND IN ZONE A, SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS COMMUNITY-PANEL NO. 08123C-1870 E, DATED 1/20/2016 AND COMMUNITY PANEL NO. 08123C-1890 E, DATED 1/20/2016. FLOOD LINES SHOWN HEREON ARE BASED ON GIS SHAPE FILES DOWNLOADED FROM WELD COUNTY WEBSITE. FLOOD INFORMATION IS SUBJECT TO CHANGE.
7. TRACT B AND TRACT C MAY BE REPLATTED TO ALLOW FOR ONE SINGLE FAMILY RESIDENCE ON EACH LOT THROUGH THE TOWN OF FIRESTONE MINOR PLAT PROCESS. ANY FUTURE DEVELOPMENT WILL BE SUBJECT TO THE TOWN OF FIRESTONE DEVELOPMENT CODE IN EFFECT AT THAT TIME.
8. DATES OF FIELD WORK: JANUARY 28, 2022 THROUGH DECEMBER 1, 2022.

Board of Trustees Acceptance Certificate

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

MAYOR _____
TOWN CLERK _____

Planning & Development Approval Certificate

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF FIRESTONE PLANNING & DEVELOPMENT DIRECTOR ON THIS _____ DAY OF _____, 20____.

PLANNING AND DEVELOPMENT DIRECTOR _____

Mortgagee's Consent

THE UNDERSIGNED AS A BENEFICIARY OF A DEED OF TRUST WHICH CONSTITUTES A LIEN UPON THE DECLARANT'S PROPERTY, RECORDED AUGUST 24, 2022 AT RECEPTION NUMBER 4749315, WELD COUNTY CLERK AND RECORDER, CONSENTS TO THE SUBDIVISION OF THIS PROPERTY WITHIN THE TOWN OF FIRESTONE, COLORADO.

FRONT RANGE STATE BANK, A DIVISION OF RNB STATE BANK

SIGNATURE _____ DATE _____
TITLE _____ ADDRESS: _____

STATE OF _____)
COUNTY OF _____)ss.

THE FORGOING MORTGAGEE'S CONSENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____

AS _____ OF FRONT RANGE STATE BANK, A DIVISION OF RNB STATE BANK.

MY COMISSION EXPIRES: _____

NOTARY PUBLIC

ADDRESS OF NOTARY: _____

Surveyor's Certificate

I, JESS J. KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PROFESSIONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.

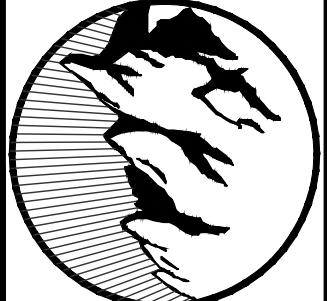
JESS J. KUNTZ COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC.

REVISION	DATE
1 - UPDATED PER CLIENT COMMENTS	10/24/2022 JK
2 - UPDATED PER CLIENT COMMENTS	10/25/2022 JK
3 - UPDATED PER CLIENT COMMENTS	10/28/2022 JK
4 - UPDATED PER TOWN COMMENTS	12/01/2022 JK
5	
6	
7	
8	
9	

ADAM FARM MINOR PLAT

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Land Surveying Services
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655 FOURTH AVE.
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
4501 LOGAN ST.
DENVER, CO 80216
PH: (303) 936-6997
FAX: (303) 923-3180

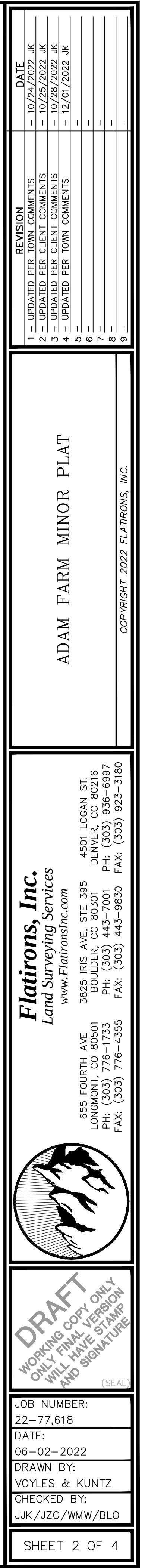


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WORKING COPY ONLY
ONLY FINAL VERSION
WILL HAVE SIGNATURE
(SEAL)

JOB NUMBER:
22-77,618
DATE:
06-02-2022
DRAWN BY:
VOYLES & KUNTZ
CHECKED BY:
JK/JZG/MMW/BLO

SHEET 1 OF 4

A REPEAT OF LOT A AND A PORTION OF LOT B, RECORDED EXEMPTION NO. 1313-4-2RE 1085,
LOCATED IN THE NORTH HALF OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE
6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
140.85 ACRES - 2 LOTS/3 TRACTS
MP-22-028
SHEET 2 OF 4



ADAM FARM MINOR PLAT

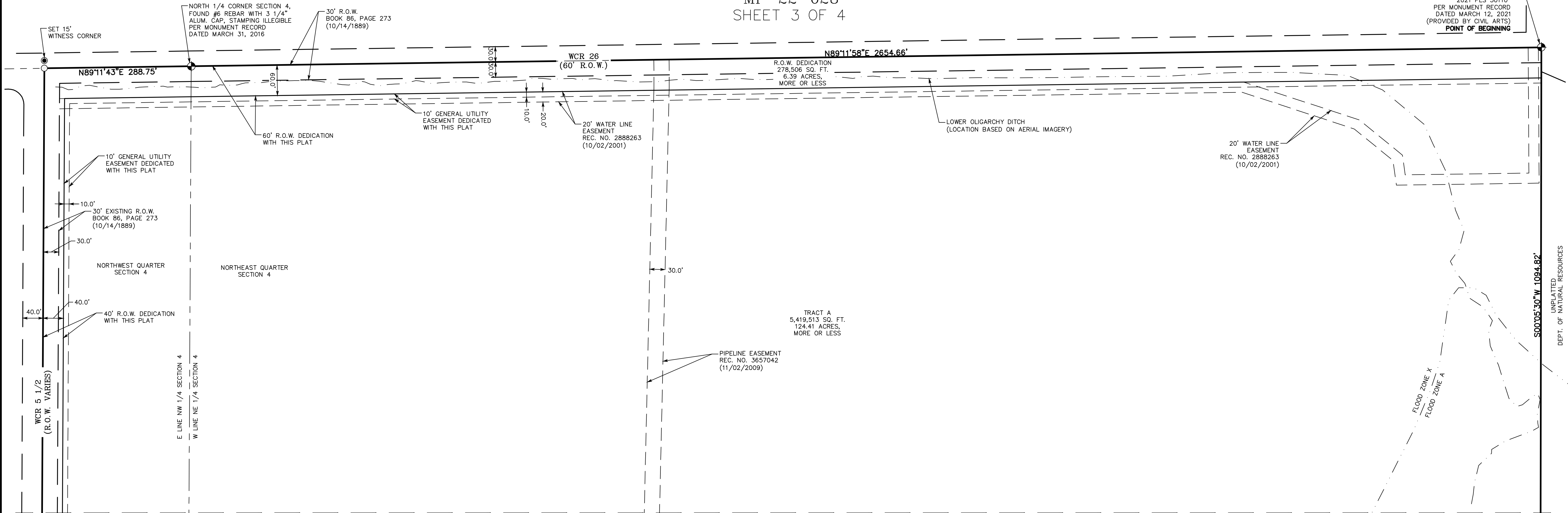
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140.85 ACRES - 2 LOTS/3 TRACTS

MP-22-028

SHEET 3 OF 4

NORTHEAST CORNER SECTION 4
FOUND #6 REBAR WITH 2 1/2"
ALUMINUM CAP, "CIVIL ARTS T3
R68W S33 S34 S4 S3 T2N R68W
2021 PLS 30110"
PER MONUMENT RECORD
DATED MARCH 12, 2021
(PROVIDED BY CIVIL ARTS)
POINT OF BEGINNING



Matchline (See Sheet 2)

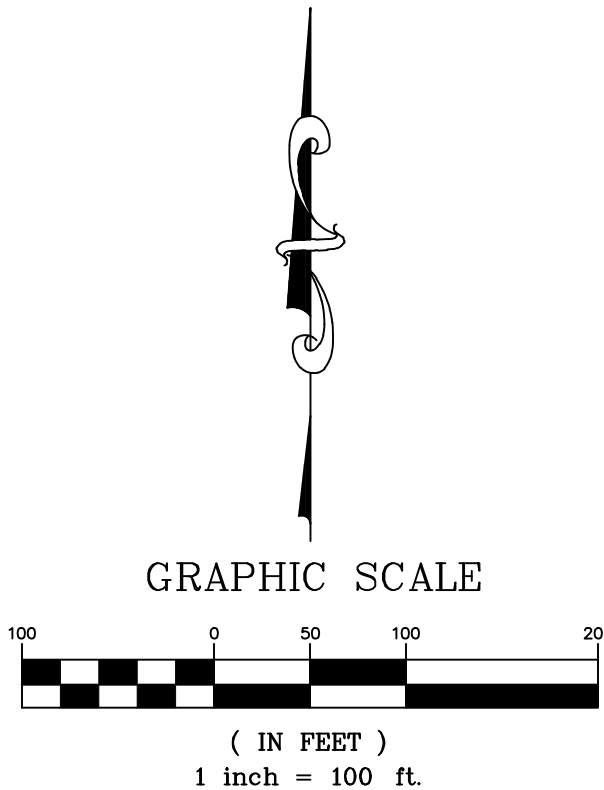
Boundary Closure Report

COURSE: S00°05'30"W LENGTH: 1094.82'
LENGTH: 225.62' RADIUS: 277.20'
DELTA: 046°38'06" COURSE: N86°28'46"W LENGTH: 219.44'
COURSE: S64°24'55"W LENGTH: 142.59'
COURSE: S58°41'37"W LENGTH: 534.45'
LENGTH: 280.40' RADIUS: 249.59'
DELTA: 064°22'22" COURSE: S14°27'11"W LENGTH: 265.90'
COURSE: S27°47'31"E LENGTH: 119.25'
COURSE: S59°03'13"E LENGTH: 176.61'
LENGTH: 269.34' RADIUS: 278.23'
DELTA: 055°27'56" COURSE: S10°00'32"E LENGTH: 258.95'
LENGTH: 190.58' RADIUS: 221.28'
DELTA: 049°20'54" COURSE: S42°25'19"W LENGTH: 184.75'
COURSE: S87°11'36"W LENGTH: 142.98'
COURSE: N59°34'34"W LENGTH: 180.24'
COURSE: N76°29'27"W LENGTH: 122.15'
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COURSE: S74°21'04"W LENGTH: 261.41'
LENGTH: 194.85' RADIUS: 177.48'
DELTA: 062°54'03" COURSE: S42°34'39"W LENGTH: 185.21'
COURSE: S05°49'10"W LENGTH: 94.64'
COURSE: S89°01'02"W LENGTH: 551.05'
COURSE: S89°02'42"W LENGTH: 288.75'
COURSE: N00°17'36"E LENGTH: 2606.78'
COURSE: N89°11'43"E LENGTH: 288.75'
COURSE: N00°17'36"E LENGTH: 2606.78'
COURSE: N89°11'58"E LENGTH: 2654.66'

AREA: 6,135,636 SQ. FT.
ERROR CLOSURE: 0.01
PRECISION 1: 1098226

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRON'S SURV 38403"
- CALCULATED POSITION (NOT FOUND OR SET) FOR CORNERS THAT FALL WITHIN THE ST. VRAIN RIVER OR PAVED ROADWAY (WITNESS CORNER MONUMENTS SET FOR CORNERS FALLING IN ROADWAY)
- GAS WELL
- PROPERTY LINE
- LOT LINE
- ADJACENT PROPERTY LINE / R.O.W. LINE
- SECTION LINE
- EASEMENT LINE
- WELL SETBACK LINE
- FLOOD ZONE BOUNDARY LINE
- LOWER OLIGARCHY DITCH



LAND USE TABLE			
LOT/BLOCK	AREA (SQ. FT.)	AREA (ACRE)	% OF TOTAL
LOT 1	119,124	2.73	1.94%
LOT 2	184,212	4.23	3.00%
TRACT A	5,419,513	124.41	88.33%
TRACT B	67,135	1.54	1.09%
TRACT C	67,146	1.54	1.09%
LOTS-CUMULATIVE	303,336	6.96	4.94%
TRACTS-CUMULATIVE	5,553,794	12.50	90.52%
R.O.W. DEDICATION	278,506	6.39	4.54%
TOTAL AREA	6,135,636	140.85	100%

REVISION	DATE
1 - UPDATED PER CLIENT COMMENTS	10/24/2022 JK
2 - UPDATED PER CLIENT COMMENTS	10/25/2022 JK
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6 -	
7 -	
8 -	
9 -	

ADAM FARM MINOR PLAT

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VOYLES & KUNTZ
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JJK/JJG/MMW/BLO

SHEET 3 OF 4

ADAM FARM MINOR PLAT

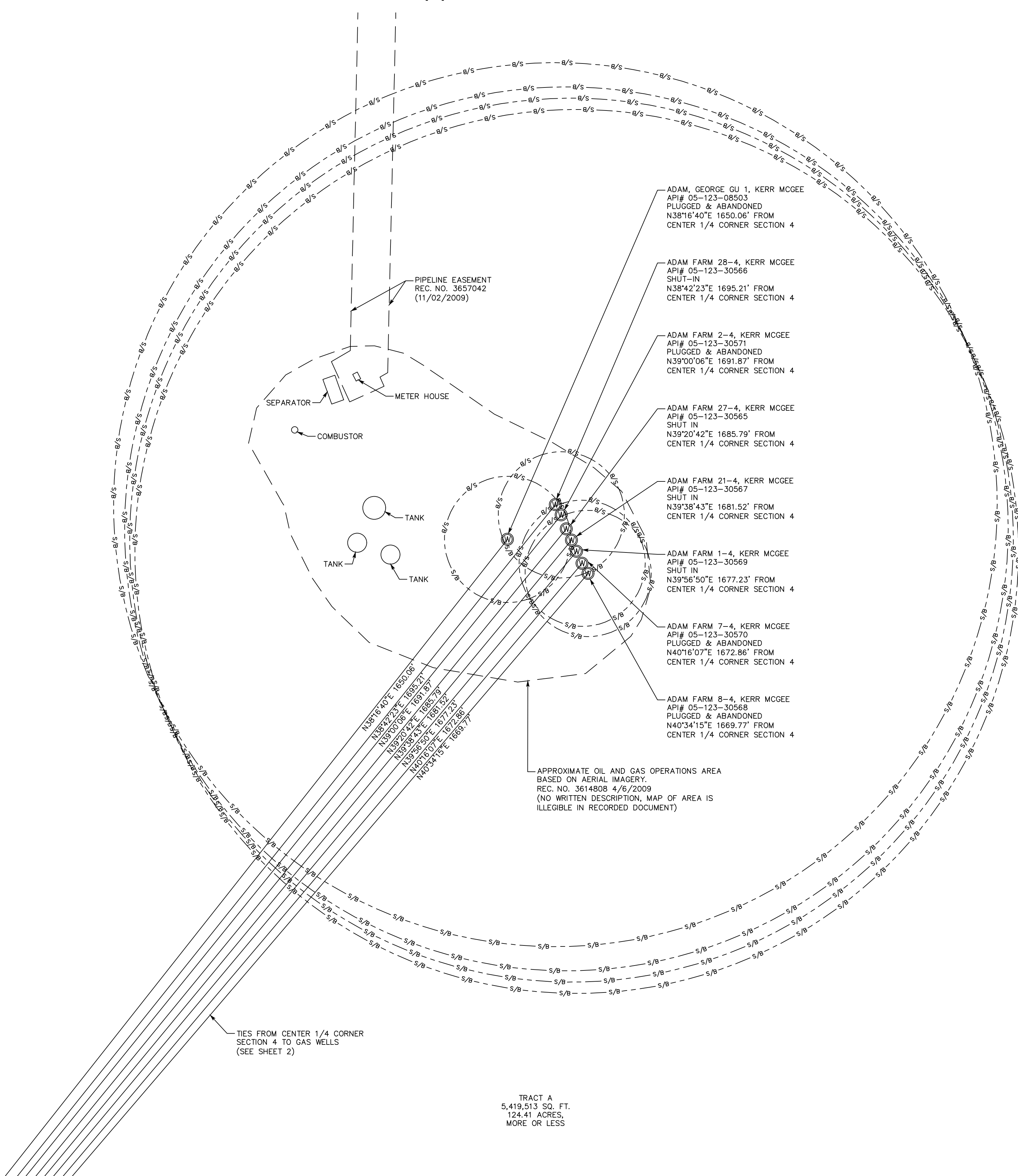
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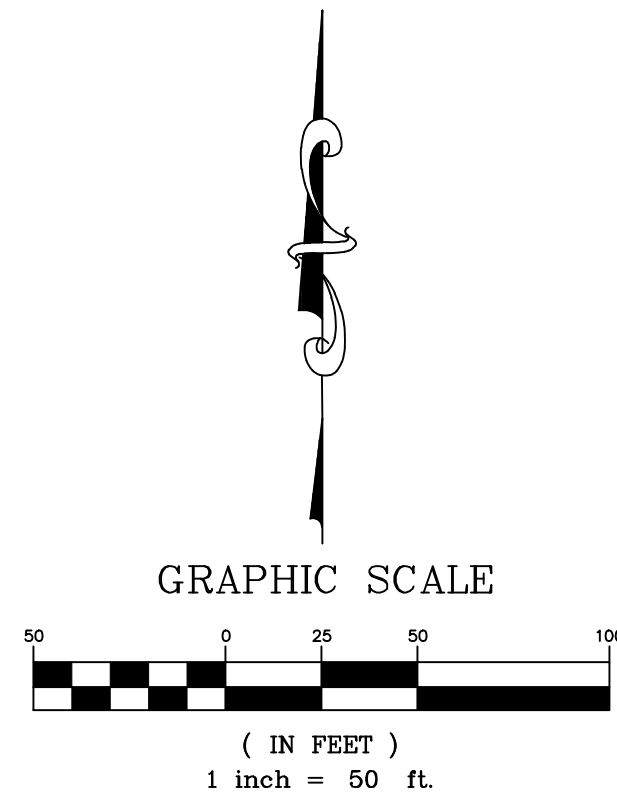
SHEET 4 OF 4

Gas Equipment Details



Notes

- 1) WELL NAMES AND STATUS WERE RESEARCHED ON 10/21/2022 USING THE COLORADO OIL & GAS CONSERVATION COMMISSION GIS ONLINE MAPPING DATABASE.
- 2) PLUGGED & ABANDONED WELLS HAVE 50' SETBACK RADII.
- 3) SHUT-IN WELLS HAVE 350' SETBACK RADII.



REVISION	DATE
1 - UPDATED PER CLIENT COMMENTS	10/24/2022 JK
2 - UPDATED PER CLIENT COMMENTS	10/25/2022 JK
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FAX: (303) 923-3180

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JOB NUMBER: 22-77,618
DATE: 06-02-2022
DRAWN BY: VOYLES & KUNTZ
CHECKED BY: JJK/JZG/MMW/BLO
SHEET 4 OF 4

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Presentation

Meeting Date: December 14, 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

Check Distribution

Town of Dacono	\$2,496
Town of Firestone	\$2,496
Town of Frederick	\$2,496
Total distribution	\$7,488

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Land Development

Meeting Date: December 14, 2022

Initiated By: Marty Ostholthoff

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 1022: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.4.1, 16.4.2, 16.5.4, 16.6.2, 16.6.4, 16.6.7, 16.7.7, AND 16.11.3, AND TABLE 4-1 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

SUMMARY

During the work sessions leading up to and the hearings during which the new Firestone Development Code (FDC) was considered in 2020, town Staff discussed the intent to present updates of the FDC to the Planning & Zoning Commission and the Board of Trustees on an annual basis to be effective at the beginning of each calendar year. The purpose of an annual update is to correct typographical, formatting, and organization items as well as modifications for clarity, efficiency, and legality that are identified during the year but are not urgent or time-sensitive. Proposed changes are included in the Board of Trustees Ordinance attached as well as the attachment of excerpted redlines.

HISTORY AND PREVIOUS BOARD ACTION

The Planning & Zoning Commission considered the Firestone Development Code (FDC) during a public hearing at its May 7, 2020 and May 21, 2020 regular meetings. The Commission approved Resolution PC-20-06 recommending approval of the Firestone Development Code on May 21, 2020.

The Town of Firestone Board of Trustees subsequently introduced the adopted ordinance on May 27, 2020 and held a public hearing to consider the Firestone Development Code on June 24, 2020. The Board adopted the FDC on June 24, 2020 and the code became effective on July 30, 2020.

The Planning & Zoning Commission and the Board of Trustees considered the 2021 FDC Annual Update during hearings on October 15, 2020 and October 28, 2020 with an effective date of January 1, 2021 and the 2022 FDC Annual Update during hearings on December 2, 2021 and December 8, 2021 with an effective date of January 1, 2022.

RECOMMENDATION

Staff recommends that the Board of Trustees approve Ordinance 1022 approving amendments to the Firestone Development Code.

The Planning Commission recommended approval of the amendments on December 1, 2022 by adopting Resolution PC-22-15 which is attached.

ALTERNATIVES

n/a

ATTACHMENTS

1. Ordinance 1022
2. 2023 FDC Annual Update - Excerpted Redlines
3. PC Resolution PC-22-15

FINANCIAL CONSIDERATIONS

n/a

ORDINANCE NO. 1022

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.4.1, 16.4.2, 16.5.4, 16.6.2, 16.6.4, 16.6.7, 16.7.7, AND 16.11.3, AND TABLE 4-1 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, Chapter 16.04 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone; and

WHEREAS, the Board of Trustees desires to amend various sections of the Firestone Development Code as part of the Town’s overall annual FDC update process that will guide the growth and development of the Town and improve the administration of the FDC; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the Firestone Development Code with regard to those regulations and their underlying goals.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:¹

Section 1. Table 4-1 (Table of Dimensional Standards) of Section 16.4.1 of the Firestone Development Code is repealed in its entirety and re-enacted to read as follows:

¹ Additions to the current text of the Code are indicated by underlining, and deletions are indicated by ~~striethrough~~.

TABLE 4-1: DIMENSIONAL AND DENSITY STANDARDS – RESIDENTIAL AND COMMERCIAL DISTRICTS
(Additional standards may apply. See Use-Specific Standards in Section 3.2)

		Minimum Lot Standards		Minimum Setbacks (ft.) ^②				Max Height (ft)
District	Max/Min Density (DU/Acre)	Width ^② (ft)	Net Area ^③ (sq ft)	Front	Street (all uses)	Interior Lot Line	Rear	
RR	1/na	100 (Flag lots: 50)	43,560	Principal: 30 Accessory: 40	30	10	Principal: 30 Accessory: 10	40
R-A	5/na	SFD: 45 Corner: 55 SFD-Alley: 35 Corner: 45 SFA: 35 Corner: 45 SFA-Alley: 20 Corner: 30 MF: none	SFD: 4,500 SFD-Alley: 3,000 SFA: 2,000 SFA-Alley: 1,500 SF-Motor Court: 2,500 MF: 1,500 per DU	Principal SF: 14 10 for alley loaded 20 to front load garage 5 to Motor Court 2 to Garden Court Principal MF: 20 Accessory: 30	SF: 10 MF: 20	Principal SF: 5 ^④ Principal MF: 10 ^④ Accessory: 5 ^④	Principal SFD: 20 SFD-Alley: 2 Principal SFA: 15 SFA-Alley: 2 SF-Motor Court: 10 Principal MF: 20 Accessory SF: 5 Accessory MF: 10	Prin-SF: 35 SF: Motor Court: 45 Prin-MF: 45 Acc: 25
R-B	10/5							
R-C	20/10							

① Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building not attached.

② Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

③ Net area is the size of the lot; not to include tracts and streets and their right-of-ways.

④ Single Family lots facing a Motor Court may be reduced by 5 feet from their respective minimum lot widths.

		Minimum Lot Standards		Minimum Setbacks (ft.) ^②				Max Height (ft)
District	Max/Min Density (DU/Acre)	Width (ft)	Net Area ^③ (sq ft)	Front	Street (all uses)	Interior Lot Line	Rear	
OTR	SFD: 5/na SFA: 10/na	SF: 50 SFA: 25	SFD: 5,000 SFA: 2,500 per DU	Principal SF: 14 10 for alley loaded 20 to front load garage Accessory: 30	SF: 10	Prin: 5 ^④ Acc: 5 ^④	Principal SF: 20 2 for alley loaded Accessory SF: 5	Prin: 35 Acc: 25
OTC	N/A	N/A	0	0	0	0	Prin: 20 Acc: 5	Prin: 35 2 stories max Acc: 20
NC								Prin: 35' Acc: 25
RC		N/A	N/A	Principal: 20 Accessory: 30	20	Prin: 10 ^④ Acc: 5	Principal: 20 Accessory: 5	Prin: 45'
LI								45 Acc: 25

① Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building not attached.

② Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

③ Net area is the size of the lot; not to include tracts and streets and their right-of-ways.

Section 2. Section 16.4.2.A.1.b.iii, “Encroachments into Required Setbacks, General,” of the Firestone Development Code is hereby amended to read as follows:

iii. Covered Decks, Covered Patios, and Exterior Balconies

Covered Decks, Covered Patios, and Exterior Balconies may encroach into a required rear setback provided these encroachments are at least ten (10) feet from the rear lot line.

Section 3. Section 16.5.4.E.6, “Layout and Lot Design, Generally—Lots,” of the Firestone Development Code is hereby amended to read as follows:

6. Each residential lot shall be provided with lot frontage on a street. Residential lots may be permitted to front on common greens, parks, auto-courts, and other common areas located within a tract with a minimum width of thirty (30) feet and subject to the provisions of this FDC. Non-residential lots shall be provided with lot frontage on a street or private drive.

Section 4. Section 16.5.4.L, “Layout and Lot Design, Generally—Cul-de-sacs,” of the Firestone Development Code is hereby amended to read as follows:

6. Cul-de-sacs

All cul-de-sacs shall be designed in accordance with the Standards and Specifications of the Town and the Fire District. A cul-de-sac on a local street shall not be longer than ~~five-~~ seven-hundred and fifty (7500) feet and at the closed end shall provide a turnaround in a configuration approved by the Town Engineer and Fire District. The cul-de-sac length shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac turnaround.

Section 5. Section 16.5.4.L.1, “Layout and Lot Design, Generally—Water and Wastewater Lines,” of the Firestone Development Code is hereby amended to read as follows:

1. Oversizing Water ~~and Wastewater~~ Lines

Oversizing of water lines may be required by the Town beyond the needs of the subdivision development and standard Town specification. In such cases the applicant shall pay for the cost of the line. In the event oversized utilities are required and are greater than twelve (12) inches in diameter, applicants can initiate requests for oversize recovery or reimbursement following final acceptance of the water line as part of ~~an~~ a Development Agreement. The method and time of payment shall be established in accordance with the current policies of the Town and/or agreement between the applicant and Board of Trustees.

Section 6. Section 16.6.2.D.2.a.i., “Arterials and Section Line Roadways,” of the Firestone Development Code is hereby amended to read as follows:

i. A minimum thirty (30) foot landscaped buffer shall be maintained on either side of the arterial or section line roadway and located in a tract when adjacent to residential subdivisions and within a tract or non-exclusive landscape easement when adjacent to non-residential subdivisions. This buffer should utilize a variety of live plant material and berming to provide year-round visual interest. A minimum ten (10) foot wide sidewalk shall be incorporated as an integral component of the landscape buffer and landscape area within the right-of-way.

Section 7. Section 16.6.4.H.4, “Fencing and Walls—Location,” of the Firestone Development Code is hereby amended by the addition of a new subsection (d), to read as follows:

d. Fences shall be required adjacent to ditches when ditches are immediately adjacent to or in close proximity to sidewalks, trails, and other pedestrian ways. Such fences shall conform to the open space, parks, and trails fence standards.

Section 8. Section 16.6.7.D.1.b.v., “Diversification Standards,” of the Firestone Development Code is hereby amended to read as follows:

v. For unlisted, unique or miscellaneous products such as age restricted products, patio homes, motor court products, or detached townhomes that are distinct from the housing types above may be considered for designation as unique housing types through the Preliminary Plat, Overlay Rezoning or PUD Rezoning processes.

Section 9. Section 16.6.7.E., “Additional Standards for Single-Family Detached and Attached Dwelling Units,” of the Firestone Development Code is hereby amended by the addition of a new subsection (6), entitled “Motor Court Designs,” to read as follows:

6. Motor Court Designs

- a. Residential housing products oriented around a Motor Court shall have the following additional requirements:
 - i. The motor court, which includes the driveway on the shared tract and the private garage aprons on private lots, shall consist of colored pavers installed in decorative pattern;
 - ii. Each residential lot shall be provided with lot frontage on the motor court which provides access to a public street;
 - iii. Dwellings in the middle and rear of the motor court shall be oriented towards the motor court with both the primary pedestrian door and garage facing the motor court;
 - iv. Dwellings on street side lots shall have the primary pedestrian door facing the street and the garage door shall face the motor court;
 - v. The width of a two-car garage shall not exceed 67% of the width of the elevation;
 - vi. Front doors shall be located within 8’ of the face of the garage door and porches shall project past the face of the garage by at least two (2) feet;
 - vii. A front porch that is a minimum of fifty (50) square feet and five (5) feet in depth inclusive of the front stoop is required on all models not adjacent to the street;
 - viii. Street side models shall include a wrap-around porch that extends a minimum of twelve (12) feet wide on the side with a minimum depth of five (5) feet. The porch shall be a minimum of 100 square feet inclusive of the front stoop;
 - ix. Windows are required in the garage door;
 - x. No more than two (2) of the same model are permitted within a single motor court; and
 - xi. If two (2) of the same model do exist within the same motor court, they shall be of different elevations.

Section 10. Section 16.7.7.B.1, “Applicability,” of the Firestone Development Code is hereby amended to read as follows:

1. Administrative Adjustments to Relieve Unnecessary Hardship

As part of the review and approval of any procedure set forth in this Chapter, the Board of Trustees or the Director may approve adjustments of up to a maximum of ten (10) percent from the following general development and zoning district standards, including Design Overlay (DO-) and Planned Unit Development (PUD) District standards, provided that the applicable approval criteria listed ~~below~~ in Section 16.7.7.C.2 are met.

Section 11. Section 16.7.7.B.2, “Applicability,” of the Firestone Development Code is hereby amended to read as follows:

2. Minor Modifications to Ensure Compliance with Federal Law

a. *Compliance with Federal Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA).*

- i. The Board of Trustees or the Director may grant Minor Modifications to any use, building form, or design standard stated in Chapters 3, 4, and 6 of this FDC in order to eliminate a substantial burden on religious exercise as guaranteed by the RLUIPA, as amended.
- ii. In no circumstance shall the Board of Trustees or the Director approve an adjustment that allows a religious assembly use, or any uses/structures/activities accessory to it, in a zone district where this FDC prohibits such use or accessory use/structure/activity.
- iii. In granting an administrative adjustment, the Board of Trustees or the Director may require conditions that will secure substantially the objectives of the modified standard and that will substantially mitigate any potential adverse impact on the environment or on adjacent properties, including but not limited to additional landscaping or screening.

b. *Reasonable Accommodations under Federal Fair Housing Act (FFHA)*

- i. The Board of Trustees or the Director may grant administrative adjustments to provide reasonable accommodations under the FFHA. In the application for an administrative adjustment under this subsection, the applicant shall identify the type of housing being provided and cite the specific provisions of the FFHA that require reasonable accommodations be made for such housing. The Board of Trustees or the Director may grant the following types of administrative adjustments to assure reasonable accommodations required by law:

- (A) Modify any minimum distance or spacing requirements, building setback, height, open space or building coverage, or landscaping requirement by no more than ten (10) percent; or
- (B) Reduce any off-street parking requirement by no more than one (1) space.
- (C) The Board of Trustees or the Director may approve a type of reasonable accommodation different from that requested by the applicant if the Director concludes that a different form of accommodation would satisfy the requirements of the FFHA with fewer adverse impacts on adjacent areas. The decision of the Director shall be accompanied by written findings of fact as to the applicability of the FFHA, the need for reasonable accommodations, and the authority for any reasonable accommodations approved. Requests for types of accommodation that are not listed above may only be approved through a Variance or Official Map Amendment (Rezoning) process.

Section 12. Section 16.7.7.C, “Procedures as Modified,” of the Firestone Development Code is hereby repealed in its entirety and re-enacted to read as follows:

1. Step 8 (Decision and Findings)

The following additional procedures shall apply:

- a. ***Minor Modifications Approved by Director of Planning & Development***
The Director may initiate or approve a Minor Modification permitted under this Section on an application prior to approval if the request for such administrative adjustment is submitted concurrently with any other required development application.
- b. ***Minor Modifications Approved by the Board of Trustees***
The Board of Trustees may initiate or approve a Minor Modification permitted under this Section on an application during consideration and approval of a development application if the request for such administrative adjustment is submitted concurrently with any other required development application.
- c. ***Noted on Approving Documents***
Any approved Minor Modifications shall be specified on the approved plat, development plan, approval letter or approving document for which the modifications were sought.
- d. ***Conditions of Approval***
The Board of Trustees or the Director may attach any condition to approval to a Minor Modification reasonably necessary to protect the health, safety and welfare

of the community, to secure substantially the objectives of the modified standard, and to minimize adverse impacts on adjacent properties.

2. Step 9 (Approval Criteria)

The Board of Trustees or the Director may approve the Minor Modification only upon finding that at least one of the following Approval Criteria is met:

- a.** The adjustment is necessary to satisfy the federal requirements for reasonable accommodation of housing for protected groups under the Federal Fair Housing Act as provided in Section 7.7.B.2.B; or
- b.** The adjustment is necessary to eliminate a substantial burden on religious exercise as guaranteed by the federal Religious Land Use and Institutionalized Persons Act of 2000 as provided in Section 7.7.B.2.A.; or
- c.** All of the following criteria have been met:
 - i.** The requested modification is generally consistent with the Town's Comprehensive Master Plan and the stated purpose of this FDC;
 - ii.** The requested adjustment is consistent with the stated intent and purpose of the applicable zone district or approved PUD District Plan, if applicable;
 - iii.** The requested modification meets all other applicable building and safety codes;
 - iv.** The requested modification does not encroach into an easement;
 - v.** The requested modification will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

Section 13. Section 16.11.3 "Terms Defined," of the Firestone Development Code is hereby amended by the addition of the following definition, to be inserted alphabetically and to read as follows:

Density, Net

The total number of dwelling units per acre of the total land area to be developed excluding rights-of-way, common areas, parks, open space, and recreational, civic, commercial, and other nonresidential uses.

Section 14. Section 16.11.3, "Terms Defined," of the Firestone Development Code is hereby amended by modifying the following definitions, to read as follows:

Density, Gross

The total number of dwelling units per gross acre of the total land area to be developed ~~theoretically permitted on a particular parcel based upon its size and zoning designation while not taking into account the portions of unbuildable land.~~

Limited Solid Material Fence

All fences, which have fifty (50) percent or less solid material will be considered "limited solid material fences". Example: ~~chain-link~~ rail fences or split rail fences.

Section 15. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 16. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 17. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
IN FULL this ___th day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Acting Town Clerk

William P. Hayashi, Town Attorney



**FIRESTONE
DEVELOPMENT
CODE**

JANUARY 20223

CHAPTER 1: GENERAL PROVISIONS

16.1.1 TITLE AND EFFECTIVE DATE

The Firestone Development Code may be referred to throughout this document as “this FDC.”

16.1.2 AUTHORITY

This FDC is enacted pursuant to the powers granted and limitations imposed on municipalities by the laws of the State of Colorado, including without limitation C.R.S. §29-20-101 *et seq.* (Local Government and Land Use Enabling Act). This FDC has been adopted by reference into the Firestone Municipal Code (Ordinance No. 976) and as amended (Ordinances No. 982, ~~and~~ 1003 and).

16.1.3 PURPOSE OF THIS TITLE

A. General Purpose

This FDC has as its general purpose the promotion of the health, safety, and general welfare of the Town of Firestone (“Town”).

B. Specific Purposes

The provisions of this FDC are specifically intended to:

1. Foster quality, compatible, and efficient relationships among land uses;
2. Promote a healthy and convenient distribution of population by regulating and limiting the density of development;
3. Ensure greater public safety and accessibility through quality physical design and location of land use activities;
4. Encourage the efficient use of the available land supply;
5. Promote a balanced supply of residential, commercial, industrial, institutional, and transportation land uses that are substantially compatible with adjacent land uses and that have good access to transportation networks;
6. Preserve the character and quality of the Town’s residential neighborhoods;
7. Promote a balanced, diverse supply of quality housing located in safe and livable neighborhoods;
8. Enhance the appearance, visual scale, orientation, quality, and mix of land uses of new developments;
9. Ensure that developments are substantially compatible with the Town’s Comprehensive Master Plan;
10. Promote the vitality and development of the Town’s major employment centers, town centers, and its other commercial and mixed-use districts;
11. Manage traffic congestion in the streets;
12. Ensure the provision of adequate open space for light, air, and recreation;
13. Preserve the value of buildings and land;
14. Manage the preservation of existing trees and vegetation, wetlands, floodplains, wildlife and habitat, stream corridors, scenic views, and other areas of scenic and environmental significance from adverse impacts of land development;

A. Dimensional and Density Standards

TABLE 4-1: DIMENSIONAL AND DENSITY STANDARDS – RESIDENTIAL AND COMMERCIAL DISTRICTS (Additional standards may apply. See Use-Specific Standards in Section 3.2)								
		Minimum Lot Standards		Minimum Setbacks (ft.) ^②				Max Height (ft)
District	Max/Min Density (DU/Acre)	Width ^④ (ft)	Net Area ^③ (sq ft)	Front	Street (all uses)	Interior Lot Line	Rear	
RR	1/na	100 (Flag lots: 50)	43,560	Principal: 30 Accessory: 40	30	10	Principal: 30 Accessory: 10	40
R-A	5/na	SFD: 45 Comer: 55 SFD-Alley: 35 Comer: 45 SFA: 35 Comer: 45	SFD: 4,500 SFD-Alley: 3,500 SFA: 2,000 SFA-Alley: 1,500 SF-Motor Court: 2,500 MF: 1,500 per DU	Principal SF: 14 10 for alley loaded 20 to front load garage 5 to Motor Court 2 to Garden Court Principal MF: 20 Accessory: 30	SF: 10 MF: 20	Principal SF: 5 ^① Principal MF: 10 ^① Accessory: 5 ^①	Principal SFD: 20 SFD-Alley: 2 Principal SFA: 15 SFA-Alley: 2 SF-Motor Court: 10 Principal MF: 20 Accessory SF: 5 Accessory MF: 10	Prin-SF: 35 SF: Motor Court: 45 Prin-MF: 45 Acc: 25
R-B	10/5	SFA-Alley: 205 Comer: 305 MF: none						
R-C	20/10							

① Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building not attached.

② Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

③ Net area is the size of the lot; not to include tracts and streets and their right-of-ways.

④ Single Family lots facing a Motor Court may be reduced by 5 feet from their respective minimum lot widths.

16.4.2 MEASUREMENTS AND EXCEPTIONS

A. Setbacks

1. General Setback Requirements

a. **Required Setbacks**

Setbacks shall be unoccupied and unobstructed by any structure or portion of a structure from thirty (30) inches above grade upward; provided, however, that fences, walls, trellises, poles, posts, ornaments, furniture and other customary yard accessories may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility.

- i. A building, structure, or lot shall not be developed, used, or occupied unless it meets the minimum setback requirements set forth in Table 4-1 for the zoning district in which it is located, except as otherwise established in this FDC or unless a variance has been granted.
- ii. A setback or other open space required by this FDC shall not be included as part of a setback or other open space required by this FDC for another building or structure or lot.

b. **Encroachments into Required Setbacks, General**

The following structures may encroach into required front, side or rear setbacks as specified in this Subsection and as permitted by building code:

i. **Paved Patios or Terraces**

Paved patios or terraces may encroach into any required setback, provided that no structures placed on them shall violate other requirements of this FDC.

ii. **Unroofed Landings, Decks and Stairs**

Unroofed landings, decks and stairs may encroach into side and rear required setbacks, provided that the floor shall not extend higher than thirty (30) inches above the finished grade level and the projection is at least five (5) feet from the lot line.

iii. **Covered Decks, Covered Patios, and Exterior Balconies**

Covered Decks, Covered Patios, and ~~e~~Exterior ~~b~~Balconies may encroach into a required rear setback provided these encroachments are at least ten (10) feet from the rear lot line.

iv. **Incidental Architectural Features**

Cornices, eaves, canopies, chimneys, bay windows, ornamental features, and other similar architectural features may encroach not more than two (2) feet into any required setback. Window well openings may encroach not more than three (3) feet into any required setback.

v. **Covered Porches and Roofs Over Other Exterior Approaches**

Roofs over porches, stairways, landings, terraces, or other exterior approaches to pedestrian doorways may project up to four (4) feet into a front setback. The projection shall be at least ten (10) feet from the front property line.

vi. **Handicap Ramps**

The Director may allow the installation of handicap access ramps in required front, side, and rear setbacks. The design and placement of the ramps shall be reviewed to ensure that:

drainage easements, open space, view corridors, pedestrian/bicycle paths, and other relevant design considerations.

E. Lots

1. Lot size, width, depth, shape, and orientation and minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated, and shall facilitate the placement of buildings with sufficient access, outdoor space, privacy, and view. All lots shall conform to the applicable zoning regulations affecting the property.
2. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for off-street parking, landscaping or planting area, and loading areas required by the type of use and development contemplated.
3. No single lot shall be divided by a municipal boundary line.
4. No single lot shall be divided by a zone district boundary line.
5. A lot shall not be divided by a street, alley, or other lot.
6. Each residential lot shall be provided with lot frontage on a street. Residential lots may be permitted to front on common greens, parks, auto-courts, and other common areas located within a tract with a minimum width of thirty (30) feet and subject to the provisions of this FDC. Non-residential lots shall be provided with lot frontage on a street or private drive.
7. Corner lots for residential use shall have extra width to accommodate the required building setback line on both street frontages.
8. Wedge-shaped lots shall not be less than thirty-five (35) feet in width at the front property line. Such lots shall conform to the minimum lot width for the district at the front setback line.
9. Side lot lines shall be at substantially right angles and radial to curved streets. Where lot lines are not at right angles to the street lines, it shall be indicated on Preliminary and Final Plats.
10. Triple frontage lots and flag lots are prohibited in residential zone districts.
11. Lot widths and minimum square footage shall conform to the requirements of Chapter 4 of this FDC.
12. Double frontage residential through lots are prohibited. To prevent such double frontage lots, a landscape tract of not less than thirty (30) feet shall be required between the rear of a lot and street right-of-way. Alley loaded lots shall not be considered double frontage lots for the purpose of this section.

F. Blocks

The requirements and standards set forth in Section 6.5, shall apply to all subdivisions.

G. Streets

All streets shall comply with the requirements and standards set forth in Section 6.5, in addition to the following:

1. **Compliance with Town Standards Required**
All new streets within a subdivision shall be constructed in accordance with the Town of Firestone Transportation Master Plan and the Standards and Specifications.
2. **General Street Design Considerations**
All new streets should be designed in relation to existing or planned streets, to public convenience and safety, and in relation to the proposed use of land to be served. To the

maximum extent reasonably practicable, streets shall be arranged to follow the natural contours of the site. Streets shall be extended to connect with existing streets, except where such extension is prevented by topography or other physical conditions or where the connection of streets with existing or probable future streets is deemed unnecessary by the Town for the advantageous development of adjacent properties.

3. Private Streets

Private streets may be permitted provided they meet all Standards and Specifications required for public streets and right-of-ways and demonstrate that private streets and right-of-ways can be perpetually maintained.

4. Street Intersections

- a. Arterial streets shall not be intersected by local streets.
- b. No more than two (2) streets shall intersect at one (1) point unless approved by the Town Engineer.
- c. Streets shall intersect at ninety (90) degrees, except where this may be impractical. Angles of less than ninety (90) degrees may be designed, subject to the approval of the Town Engineer.
- d. Two local streets meeting a third street from opposite sides shall meet at the same point, or their centerlines shall be offset at least one-hundred fifty (150) feet.

5. Street Right-of-Way Widths

Street right-of-way widths within the proposed subdivision, or boundary streets impacted by the proposed subdivision, shall follow the Town's Transportation Master Plan and Standards and Specifications.

6. Cul-de-sacs

All cul-de-sacs shall be designed in accordance with the Standards and Specifications of the Town and the Fire District. A cul-de-sac on a local street shall not be longer than ~~five~~seven-hundred ~~and fifty~~ (~~750~~0) feet and at the closed end shall provide a turnaround in a configuration approved by the Town Engineer and Fire District. The cul-de-sac length shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac turnaround.

7. Street Arrangement and Connections

- a. Local streets shall be arranged so that their use by through traffic will be discouraged. Traffic calming techniques such as use of grid patterning, diverters and curvilinear alignments are encouraged to reduce speeds and cut-through traffic. All traffic calming measures shall be approved by the Town Engineer.
- b. Where a subdivision borders the following, a minimum landscaped buffer area shall be provided as follows: thirty (30) feet adjacent to arterial streets and section line roadways, fifty (50) feet adjacent to railroad right-of-way, and one-hundred (100) feet adjacent to Interstate right-of-way. This buffer is in addition to any required right-of-way, and exclusive of any lot size requirements. No driveway access shall be permitted from the lot directly to any highway, freeway, arterial, section line roadways, or railroad right-of-way.
- c. Dead-end streets (excluding cul-de-sac or stub streets) shall not be permitted unless approved by the Board of Trustees.
- d. Visibility into residential subdivision from arterial, section line, and collector roadways shall be emphasized and coordinated with street configurations including cul-de-sacs and parallel road loops, open space, and trail corridors. The backing of lots to

necessarily appurtenant to such underground utilities) shall be placed underground whenever practicable. If placed above-ground, such equipment shall not be located in street medians or on utility poles unless no practicable alternative exists. Such equipment shall also be screened as required by the screening requirements of Subsection 6.4.G.

7. The applicant shall establish rough-cut final utility grades prior to the utility installations.

K. Storm Water Drainage

1. General Provisions

- a. Drainage improvements shall be designed according to Town Standards and Specifications.
- b. Drainage areas shall be left in a natural state or designed to appear natural in form unless otherwise approved by the Town.
- c. Complete drainage systems for the entire subdivision area shall be designed by a professional engineer, licensed in the State of Colorado and qualified to perform such work, and shall be shown graphically. All existing drainage features that are to be incorporated in the design shall be so identified.

2. Design of Drainage Systems

- a. The drainage system shall be designed to consider the drainage basin as a whole and shall accommodate not only runoff from the subdivision area but also, where applicable, the system shall be designed to accommodate the runoff from those areas adjacent to and upstream from the subdivision itself, as well as its effects on lands downstream.
- b. Native re-vegetation techniques shall be used.
- c. Storm water drainage systems shall be designed according to Town Standards and Specifications.
- d. The drainage report to be included with the Preliminary Plat submittal materials shall be subject to review by the Town and outside referral agencies.
- e. A final drainage report shall be submitted and accepted by the Town prior to Final Plat approval.

L. Water and Wastewater Lines

1. Oversizing Water and Wastewater Lines

Oversizing of water lines may be required by the Town beyond the needs of the subdivision development and standard Town specification. In such cases the applicant shall pay for the cost of the line. In the event oversized utilities are required and are greater than twelve (12) inches in diameter, applicants can initiate requests for oversize recovery or reimbursement following final acceptance of the water line as part of a Development Agreement. The method and time of payment shall be established in accordance with the current policies of the Town and/or agreement between the applicant and Board of Trustees.

2. Wastewater Line Standards

Design standards for wastewater lines shall be in accordance with the requirements of the St. Vrain Sanitation District.

M. Water Courses and Ditches

The requirements and standards in Subsection 6.2.B, shall apply to all subdivision plats.

N. Water Supply

The requirements and standards in the Municipal Code apply to all subdivision applications.

5. Standards for Tree Protection and Replacement

a. Tree Retention Generally

To the maximum extent reasonably practicable, healthy trees in locations that reasonably avoid conflict with the development shall be retained.

b. Tree Protection Before and During Construction

As part of the required landscape plan, protection measures including but not limited to flagging, protective fencing, boring, trenching separation, and general methods shall be identified for trees designated for protection taking place prior to construction and during construction. Protection measures shall prohibit the storage of materials, vehicular traffic, grade changes, and any other activities that would impact the health of the protected tree. The protection measures shall be maintained until construction activities around the protected trees are complete.

D. Community Gateways

1. Applicability

This Section shall apply to all new development in the Town.

2. Standards for Community Gateway Corridors

Along the following gateway corridors, the following additional standards shall apply to protect distinct entryways into the community:

a. Arterials and Section Line Roadways

- i. A minimum thirty (30) foot landscaped buffer shall be maintained on either side of the arterial or section line roadway and located in a tract when adjacent to residential subdivisions and within a tract or non-exclusive landscape easement when adjacent to non-residential subdivisions. This buffer should utilize a variety of live plant material and berming to provide year-round visual interest. A minimum ten (10) foot wide sidewalk shall be incorporated as an integral component of the landscape buffer and landscape area within the right-of-way.
- ii. Single-family detached residential lots shall be set back a minimum of one-hundred fifty (150) feet from the right-of-way along Firestone Boulevard west of Colorado Boulevard.
- iii. All fencing facing the arterial or section line roadway shall be a maximum of four (4) feet in height and should have an open character, such as split rail or picket. Opaque fencing is prohibited.
- iv. Parking shall be screened to the greatest extent reasonably practicable from the arterial or section line roadway using a combination of berming, walls, fencing and landscaping with a minimum cumulative height of three (3) feet. Such berming or screening walls and fencing may be located within the landscaped buffer prescribed in this Section. Parking, internal drives or streets may not extend into the landscape buffer excepting access drives from the right-of-way running perpendicular to the arterial or section line roadway.
- v. Garages and carports may not be used as a screen or barrier between the arterial or section line roadway and a development site.

3. Fences and Walls Permitted as Accessory Uses

Fences and walls are permitted in the various zone districts as accessory uses in accordance with the limitations provided in this Chapter.

4. Location

- a. Fences and walls must be located within or on the property lines and maintained by the property owner.
- b. A fence or wall located in interior side or rear yard areas that abut an interior side property line or rear property line of another property may be located within or on the property line; except, that if the side or rear property line is adjacent to a driveway, alley or street, the site distance triangle requirements shall apply.
- c. Fences adjacent to sidewalks must be placed at least four (4) feet from the edge of the sidewalk. Gates adjacent to sidewalks shall open inward to the property.
- ~~c.d.~~ Fences shall be required adjacent to ditches when ditches are immediately adjacent to or in close proximity to sidewalks, trails, and other pedestrian ways. Such fences shall conform to the open space, parks, and trails fence standards.

5. Height Restrictions

- a. A fence located in a front yard or street side yard area shall have a maximum height of forty-two (42) inches within the front yard or street side yard setback or forward of the front face of the principal structure, whichever is greater. Such fence shall be not more than fifty (50) percent opaque. A wall located in a front yard area shall have a maximum height of three (3) feet.
- b. Fences abutting open space, parks, and trails shall be limited to four (4) feet in height and shall be not more than fifty (50) percent opaque. The finished side of the fence shall face the open space, park, or trail area.
- c. No fence in any district shall exceed six (6) feet in height; except:
 - i. Fences may be up to eight (8) feet in height in certain districts pursuant to Subsection 6.4.G.9. Outdoor Storage.
 - ii. Fences around a court (e.g., tennis, squash racquet, squash tennis or badminton) or around a publicly owned recreation area may exceed six (6) feet in height if constructed of limited solid material.

6. Construction Standards for Fences

- a. **Compliance with Building Code**
Fences must be constructed to meet the adopted building code of the Town. Fences and walls shall be constructed of durable, easily maintained materials such as, but not limited to, stone or simulated stone, brick, vinyl, or wood sections. All wood fence materials shall be treated wood or wood with natural resistance to decay, or equivalent.
- b. All fences must be of durable material and kept in good repair. Fence posts and all vertical members of a fence shall be plumb.
- c. The finished side of the fence or wall shall face the adjacent street, trail, open space, park, or common area.
- d. Open fencing styles may include wire mesh attached to the interior of the fence.

7. Restrictions Regarding Certain Materials

- a. Fences in the LI zoning district may include up to four (4) strands of barbless wire, with the lowest strand at least six (6) feet above ground level. The barbless wire may

4. Enhance the residential streetscape and diminish the prominence of garages and parking areas;
5. Enhance public safety by preventing garages from obscuring main entrances or blocking views of the street from inside residences; and
6. Improve the compatibility of attached and multi-family residential development with the residential character of surrounding neighborhoods.

B. Applicability

This Section applies to development of all uses classified as “residential” in the “use category” by Chapter 3, unless otherwise indicated.

C. Alternative Equivalent Compliance

The alternative equivalent compliance procedure in Section 6.1 may be used to propose alternative means of complying with the intent of this Section.

D. General Standards for All Residential Development

1. Mix of Housing Types

a. Intent

- i. To promote a more diverse community through the provision of a variety of housing types.
- ii. To encourage developments that are not dominated by a single type of home or dwelling unit, within a narrow range of price points and densities.
- iii. To encourage “neighborhood-oriented” multi-family developments that incorporate a variety of housing types, such as a combination of duplex, townhomes, condominiums, apartments, live-work units, and single-family dwelling units in a range of sizes.

b. Diversification Standards

- i. Diversification Standards shall not apply to:
 - (A) All zone districts that do not allow residential uses.
 - (B) Certain zone districts that allow residential: RR and AG.
- ii. Residential development parcels, including parcels part of a phased development, shall provide a minimum mix of housing, based on the size of the development as required in Table 6.7-1 below:

TABLE 6.7-1: HOUSING DIVERSITY	
Development Parcel Size	Required Mix of Housing Type
0-40 Acres	1 housing type
41-80 Acres	2 housing types
81-160 Acres	3 housing types
161-320 Acres	4 housing types
321-640 Acres	5 housing types
641+ Acres	6 housing types

- iii. Housing types that apply to Table 6.7-1 include:

- (A) Single-Family Detached;
 - (B) Duplex;
 - (C) Single-Family Attached - Townhouse;
 - (D) Multi-Family – six (6) units or less;
 - (E) Multi-Family – Apartments (seven (7) units or more); and,
 - (F) Live-Work units.
- iv. For purposes of Housing Type, front loaded garage products versus alley or rear-loaded garage products shall be considered a unique and separate Housing Type.
 - v. For unlisted, unique or miscellaneous products such as age restricted products, patio homes, motor court products, or detached townhomes that are distinct from the housing types above may be considered for designation as unique housing types through the Preliminary Plat, Overlay Rezoning or PUD Rezoning processes.

E. Additional Standards for Single-Family Detached and Attached Dwelling Units

1. Architectural Variety and Character

a. General Purpose

The purposes of these architectural variety and character standards are to:

- i. Encourage creativity in design and architectural interest on all sides of single-family detached and attached dwelling units that results in attractive, long-lasting neighborhoods; and

b. Applicability

These standards shall apply to all uses classified as “single-family detached dwelling unit” and “single-family attached dwelling unit” by Chapter 3, for all new lots, in subdivisions created under this FDC except for lots located within the RR zone district or over two (2) acres in size.

c. Architectural Variety

i. Design Standards

- (A) No model plan elevation shall be repeated directly across any street from the same model plan and elevation.
- (B) No model plan elevation shall be repeated more than once every four (4) lots on the same side of the street. For single-family attached duplex buildings, each building shall be considered an elevation.
- (C) For elevations of the same model to be considered unique for the purpose of architectural variety, elevations shall be distinct in character, style, form, and massing.
- (D) Change in paint color shall not be considered distinct for the purposes of architectural variety.

ii. Tracking

- (A) It shall be the responsibility of the developer to maintain a record of home model variety for every development parcel.
- (B) It shall be the responsibility of the developer to disclose these architectural variety standards to potential homebuyers. Failure on

c. *Three Car or More Garage Orientation*

The additional bay of any three (3) car or more garage shall:

- i. Have a different orientation from the first two (2);
- ii. Shall be off-set by at least two (2) feet from the first two (2) garages when having the same orientation; or
- iii. Shall be tandem to the first two (2).

4. Minimum Front Porch

Each home shall include a covered front porch. The front porch shall be a minimum size of fifty (50) square feet in floor area excluding the area required to access the front door and shall have a minimum depth of five (5) feet. For unique products or specific architectural style that may not accommodate a front porch, Alternative Equivalent Compliance and justification shall be provided.

5. Townhomes

- a. No more than six (6) townhome dwelling units may be attached in any single row or building cluster.
- b. Within each townhome building, individual dwelling units shall be differentiated through two (2) or more of the following methods:
 - i. Use of distinct variations in materials between individual dwelling units;
 - ii. Use of distinct variations in architectural style or features, such as a porch or similar feature, between individual dwelling units;
 - iii. Use of distinct variations in roof form;
 - iv. Variation in garage orientations; or
 - v. A variation in the plane of the front facade to provide a minimum three (3) foot variation between individual dwelling units.

6. Motor Court Designs

- a. Residential housing products oriented around a Motor Court shall have the following additional requirements:
 - i. The motor court, which includes the driveway on the shared tract and the private garage aprons on private lots, shall consist of colored pavers installed in decorative pattern;
 - ii. Each residential lot shall be provided with lot frontage on the motor court which provides access to a public street;
 - iii. Dwellings in the middle and rear of the motor court shall be oriented towards the motor court with both the primary pedestrian door and garage facing the motor court;
 - iv. Dwellings on street side lots shall have the primary pedestrian door facing the street and the garage door shall face the motor court;
 - v. The width of a two-car garage shall not exceed 67% of the width of the elevation;
 - vi. Front doors shall be located within 8' of the face of the garage door and porches shall project past the face of the garage by at least two (2) feet;

- vii. A front porch that is a minimum of fifty (50) square feet and five (5) feet in depth inclusive of the front stoop is required on all models not adjacent to the street;
- viii. Street side models shall include a wrap-around porch that extends a minimum of twelve (12) feet wide on the side with a minimum depth of five (5) feet. The porch shall be a minimum of 100 square feet inclusive of the front stoop;
- ix. Windows are required in the garage door;
- x. No more than two (2) of the same model are permitted within a single motor court; and,
- xi. If two (2) of the same model do exist within the same motor court, they shall be of different elevations.

F. Additional Standards for Multi-family Residential

1. Building Design and Character

a. **General Purpose**

The purposes of these building design and character standards are to establish an approach to multi-family development that encourages creativity in design of buildings or dwelling units that results in attractive, long-lasting multi-family neighborhoods.

b. **Application**

These standards shall apply to all multi-family residential development within the Town. Multi-family development shall include multi-family buildings of six (6) units or less, and apartments.

c. **Building Orientation**

i. *Intent*

To create an integrated neighborhood appearance for multi-family developments that establishes a pattern that is integrated with adjacent uses instead of segregated as a separate sub-community.

ii. *Design Standards*

(A) The primary entrance and facade of individual buildings within a multi-family development shall be oriented, in the following order, towards:

- (1) Primary internal or perimeter streets, or
- (2) Common open space, such as interior courtyards, parks, or on-site natural areas or features with a clearly defined and easily accessible pedestrian circulation system. or
- (3) Other similar but unique features integrated into the design.

(B) Primary entrances and facades shall be integrated into the on-site pedestrian network and emphasized through entryway design.

d. **Architectural Character**

i. *Intent*

(A) To improve the appearance of multi-family developments through the incorporation of architectural detailing, facade articulation, and other features designed to provide a more distinct character and pedestrian scale for multi-family buildings of all sizes.

- (B) Lots must be combined so that no lot is created as a non-conforming lot, and no existing non-conforming lot remains.
 - (C) The amendment does not attempt to remove recorded covenants or restrictions; and
- viii. Add one (1) lot line between two (2) adjacent lots if, at the Director's discretion, the lot line does not alter the character of the subdivision nor adversely affect the functions of transportation, utilities, drainage, and other services and providers.

16.7.7 MINOR MODIFICATIONS

A. Purpose and Scope

This Section sets forth the required review and approval procedures for "Minor Modifications," which are adjustments to certain provisions of this Code otherwise applicable to a property pursuant to the procedures in this Section. Minor Modifications may authorize minor changes to pending applications, or to approved plans and permits, and relief from specified standards as stated in this Section. Minor Modifications are intended to relieve unnecessary hardship in complying with the strict letter of this FDC or with overriding Federal law, and to promote context-sensitive development, which are minor deviations from otherwise applicable standards that may be approved by the Board of Trustees or the Director. Minor Modifications are to be used when the small size of the modification requested, and the unlikelihood of any adverse effects on nearby properties or the neighborhood, make it unnecessary to complete a formal Variance process. Minor Modifications are not intended to relieve specific cases of financial hardship, nor to allow circumventing the intent of this FDC and its standards.

B. Applicability

1. Administrative Adjustments to Relieve Unnecessary Hardship

As part of the review and approval of any procedure set forth in this Chapter, the Board of Trustees or the Director may approve adjustments of up to a maximum of ten (10) percent from the following general development and zoning district standards, including Design Overlay (DO-) and Planned Unit Development (PUD) District standards, provided that the applicable approval criteria listed [below in Section 16.7.7.C.2.](#) are met.

- a. Minimum lot area requirements;
- b. Setback, building, and height requirements;
- c. Subdivision design and improvement standards set forth in Section 5.4; and
- d. Quantitative development standards set forth in Chapter 6 (e.g., number of parking spaces);

2. Minor Modifications to Ensure Compliance with Federal Law

a. *Compliance with Federal Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA)*

- i. The [Board of Trustees or the](#) Director may grant Minor Modifications to any use, building form, or design standard stated in Chapters 3, 4, and 6 of this FDC in order to eliminate a substantial burden on religious exercise as guaranteed by the RLUIPA, as amended.
- ii. In no circumstance shall the [Board of Trustees or the](#) Director approve an adjustment that allows a religious assembly use, or any uses/structures/activities accessory to it, in a zone district where this FDC prohibits such use or accessory use/structure/activity.

- iii. In granting an administrative adjustment, the Board of Trustees or the Director may require conditions that will secure substantially the objectives of the modified standard and that will substantially mitigate any potential adverse impact on the environment or on adjacent properties, including but not limited to additional landscaping or screening.

b. Reasonable Accommodations under Federal Fair Housing Act (FFHA)

- i. The Board of Trustees or the Director may grant administrative adjustments to provide reasonable accommodations under the FFHA. In the application for an administrative adjustment under this subsection, the applicant shall identify the type of housing being provided and cite the specific provisions of the FFHA that require reasonable accommodations be made for such housing. The Board of Trustees or the Director may grant the following types of administrative adjustments to assure reasonable accommodations required by law:
 - (A) Modify any minimum distance or spacing requirements, building setback, height, open space or building coverage, or landscaping requirement by no more than ten (10) percent; or
 - (B) Reduce any off-street parking requirement by no more than one (1) space.
 - (C) The Board of Trustees or the Director may approve a type of reasonable accommodation different from that requested by the applicant if the Director concludes that a different form of accommodation would satisfy the requirements of the FFHA with fewer adverse impacts on adjacent areas. The decision of the Director shall be accompanied by written findings of fact as to the applicability of the FFHA, the need for reasonable accommodations, and the authority for any reasonable accommodations approved. Requests for types of accommodation that are not listed above may only be approved through a Variance or Official Map Amendment (Rezoning) process.

C. Procedures as Modified

1. Step 8 (Decision and Findings)

The following additional procedures shall apply:

a. Minor Modifications Approved by Director of Planning & Development

The Director may initiate or approve a Minor Modification permitted under this Section on an application prior to approval if the request for such administrative adjustment is submitted concurrently with any other required development application.

b. Minor Modifications Approved by the Board of Trustees

The Board of Trustees may initiate or approve a Minor Modification permitted under this Section on an application during consideration and approval of a development application if the request for such administrative adjustment is submitted concurrently with any other required development application.

~~b.c.~~ Noted on Approving Documents

Any approved Minor Modifications shall be specified on the approved plat, development plan, approval letter or approving document for which the modifications were sought.

ed. Conditions of Approval

The Board of Trustees or the Director may attach any condition to approval to a Minor Modification reasonably necessary to protect the health, safety and welfare of the community, to secure substantially the objectives of the modified standard, and to minimize adverse impacts on adjacent properties.

2. Step 9 (Approval Criteria)

The Board of Trustees or the Director may approve the Minor Modification only upon finding that at least one of the following Approval Criteria is met:

- a. The adjustment is necessary to satisfy the federal requirements for reasonable accommodation of housing for protected groups under the Federal Fair Housing Act as provided in Section 7.7.B.2.B; or
- b. The adjustment is necessary to eliminate a substantial burden on religious exercise as guaranteed by the federal Religious Land Use and Institutionalized Persons Act of 2000 as provided in Section 7.7.B.2.A.; or
- c. All of the following criteria have been met:
 - i. The requested modification is generally consistent with the Town's Comprehensive Master Plan and the stated purpose of this FDC;
 - ii. The requested adjustment is consistent with the stated intent and purpose of the applicable zone district or approved PUD District Plan, if applicable;
 - iii. The requested modification meets all other applicable building and safety codes;
 - iv. The requested modification does not encroach into an easement;
 - v. The requested modification will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

16.7.8 VARIANCES

A. Purpose and Scope

The Variance process is intended to provide limited relief from the requirements of this FDC in those cases where strict application of a particular requirement will create a practical difficulty or unnecessary hardship prohibiting the use of land in a manner otherwise permitted under this FDC. It is not intended that Variances be granted merely to remove inconveniences or financial burdens that the requirements of this FDC may impose on property owners in general. Rather, it is intended to provide relief where the requirements of this FDC render the land difficult or impossible to use because of some unique physical attribute of the property itself or some other factor unique to the property for which the Variance is requested. State and/or Federal laws or requirements may not be varied by the Town.

B. Limitations

1. No variance shall be granted to permit a use of land not otherwise permitted in the applicable zone district.
2. No variance shall be granted to increase to the size or height of signs by more than ten (10) percent above the requirements and limitations of this FDC.
3. No variance in lot width or lot area shall be granted if the requested variance is associated with a request to subdivide a lot or parcel of property into two (2) or more lots. Any such

Condominium

A single dwelling unit in a multiple dwelling unit structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

Container (cargo container, shipping container, or truck trailer body)

A standardized, reusable vessel that is or appears to be: (1) originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, or (2) designed for or capable of being mounted or moved on a rail car, or (3) designed for or capable of being mounted on a chassis or bogie for movement by truck trailer or loaded on a ship.

Contractor's Shop or Storage Yard

A building or part of a building or land area for the construction or storage of materials, equipment, tools, products, and vehicles.

Convenience Store

A retail establishment with a floor area of less than five-thousand (5,000) square feet, which sells a limited line of groceries and household items, gasoline, or beer and wine generally intended for the convenience of the neighborhood, but not including an automobile service station.

Correctional Facility

A facility for the purpose of incarcerating and rehabilitating offenders.

County Clerk and Recorder

Weld County Clerk and Recorder.

Court Yards

Open, unoccupied spaces that are wholly or partially enclosed.

Crosswalk or Walkway

A right-of-way dedicated to public use and designed to facilitate pedestrian traffic.

Cultural Facility

A cultural facility displays or preserves objects of interest or provides facilities for one (1) or more of the arts or sciences. Accessory uses may include parking, offices, storage areas, and gift shops. Specific use types include, but are not limited to: **Botanical Garden; Library; Museum; or Zoo.**

Deck

An uncovered platform constructed of wood or similar synthetic material.

Dedication

A grant of land or the right to use land, by the owner of that land, to the public, involving a transfer of property rights and an acceptance of the dedicated property by the Town.

Density, Net

The total number of dwelling units per acre of the total land area to be developed excluding rights-of-way, common areas, parks, open space, and recreational, civic, commercial, and other nonresidential uses.

Density, Gross

The total number of dwelling units per gross acre of the total land area to be developed~~theoretically permitted on a particular parcel based upon its size and zoning designation while not taking into account the portions of unbuildable land.~~

Dental or Medical Office, Clinic, or Laboratory

A facility for a group of one (1) or more dentists or physicians for the examination and treatment of human outpatients, provided that patients are not kept overnight except under emergency conditions.

FIRESTONE PLANNING & ZONING COMMISSION

RESOLUTION NO. PC-22-15

**A RESOLUTION OF THE FIRESTONE PLANNING & ZONING COMMISSION
RECOMMENDING THAT THE BOARD OF TRUSTEES APPROVE AN ORDINANCE
AMENDING TITLE 16 OF THE FIRESTONE MUNICIPAL CODE**

WHEREAS, a Unified Development Code (“UDC”) has been identified as a critical tool in the implementation of the Town’s updated master plans; and

WHEREAS, the UDC, entitled the Firestone Development Code (“FDC”) establishes land use regulations and promotes orderly development within the Town of Firestone; and

WHEREAS, the FDC is a compilation of development regulations included in zoning, subdivision, and other land use and development related ordinances and regulations; and

WHEREAS, the Town of Firestone Board of Trustees approved Ordinance 976 adopting the FDC on June 24, 2020 with an effective date of July 30, 2020; and

WHEREAS, the Town of Firestone Board of Trustees approved Ordinance 982 adopting amendments to the FDC on October 28, 2020 with an effective date of January 1, 2021; and

WHEREAS, the Town of Firestone Board of Trustees approved Ordinance 1003 adopting amendments to the FDC on December 8, 2021 with an effective date of January 1, 2022; and

WHEREAS, the Town of Firestone identifies a benefit to annual updates to the FDC to provide increment amendments for clarity, efficiency, grammar, format and implementation; and

WHEREAS, the Firestone Planning & Zoning Commission has reviewed the draft amendments of the FDC, and considered the merits of these amendments in a public hearing on December 1, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE FIRESTONE PLANNING & ZONING COMMISSION:

1. That the Firestone Planning & Zoning Commission recommends approval of an ordinance amending Title 16 of the Firestone Municipal Code as detailed in Exhibit A with technical changes.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE FIRESTONE PLANNING AND ZONING COMMISSION THE 1 DAY OF DEC, 2022.

ATTEST:


Miriam Luna Gonzalez, Secretary



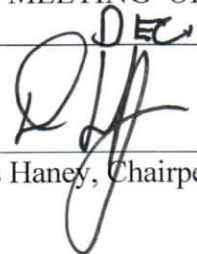

Dennis Haney, Chairperson

EXHIBIT A



**FIRESTONE
DEVELOPMENT
CODE**

JANUARY 20223

CHAPTER 1: GENERAL PROVISIONS

16.1.1 TITLE AND EFFECTIVE DATE

The Firestone Development Code may be referred to throughout this document as “this FDC.”

16.1.2 AUTHORITY

This FDC is enacted pursuant to the powers granted and limitations imposed on municipalities by the laws of the State of Colorado, including without limitation C.R.S. §29-20-101 *et seq.* (Local Government and Land Use Enabling Act). This FDC has been adopted by reference into the Firestone Municipal Code (Ordinance No. 976) and as amended (Ordinances No. 982, ~~and~~ 1003 and).

16.1.3 PURPOSE OF THIS TITLE

A. General Purpose

This FDC has as its general purpose the promotion of the health, safety, and general welfare of the Town of Firestone (“Town”).

B. Specific Purposes

The provisions of this FDC are specifically intended to:

1. Foster quality, compatible, and efficient relationships among land uses;
2. Promote a healthy and convenient distribution of population by regulating and limiting the density of development;
3. Ensure greater public safety and accessibility through quality physical design and location of land use activities;
4. Encourage the efficient use of the available land supply;
5. Promote a balanced supply of residential, commercial, industrial, institutional, and transportation land uses that are substantially compatible with adjacent land uses and that have good access to transportation networks;
6. Preserve the character and quality of the Town’s residential neighborhoods;
7. Promote a balanced, diverse supply of quality housing located in safe and livable neighborhoods;
8. Enhance the appearance, visual scale, orientation, quality, and mix of land uses of new developments;
9. Ensure that developments are substantially compatible with the Town’s Comprehensive Master Plan;
10. Promote the vitality and development of the Town’s major employment centers, town centers, and its other commercial and mixed-use districts;
11. Manage traffic congestion in the streets;
12. Ensure the provision of adequate open space for light, air, and recreation;
13. Preserve the value of buildings and land;
14. Manage the preservation of existing trees and vegetation, wetlands, floodplains, wildlife and habitat, stream corridors, scenic views, and other areas of scenic and environmental significance from adverse impacts of land development;

A. Dimensional and Density Standards

TABLE 4-1: DIMENSIONAL AND DENSITY STANDARDS – RESIDENTIAL AND COMMERCIAL DISTRICTS (Additional standards may apply. See Use-Specific Standards in Section 3.2)								
		Minimum Lot Standards		Minimum Setbacks (ft.) ^②				Max Height (ft)
District	Max/Min Density (DU/Acre)	Width ^④ (ft)	Net Area ^③ (sq ft)	Front	Street (all uses)	Interior Lot Line	Rear	
RR	1/na	100 (Flag lots: 50)	43,560	Principal: 30 Accessory: 40	30	10	Principal: 30 Accessory: 10	40
R-A	5/na	SFD: 45 Comer: 55 SFD-Alley: 35 Comer: 45 SFA: 35 Comer: 45	SFD: 4,500 SFD-Alley: 3,500 SFA: 2,000 SFA-Alley: 1,500 SF-Motor Court: 2,500 MF: 1,500 per DU	Principal SF: 14 10 for alley loaded 20 to front load garage 5 to Motor Court 2 to Garden Court Principal MF: 20 Accessory: 30	SF: 10 MF: 20	Principal SF: 5 ^① Principal MF: 10 ^① Accessory: 5 ^①	Principal SFD: 20 SFD-Alley: 2 Principal SFA: 15 SFA-Alley: 2 SF-Motor Court: 10 Principal MF: 20 Accessory SF: 5 Accessory MF: 10	Prin-SF: 35 SF: Motor Court: 45 Prin-MF: 45 Acc: 25
R-B	10/5	SFA-Alley: 205 Comer: 305 MF: none						
R-C	20/10							

① Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building not attached.

② Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

③ Net area is the size of the lot; not to include tracts and streets and their right-of-ways.

④ Single Family lots facing a Motor Court may be reduced by 5 feet from their respective minimum lot widths.

16.4.2 MEASUREMENTS AND EXCEPTIONS

A. Setbacks

1. General Setback Requirements

a. **Required Setbacks**

Setbacks shall be unoccupied and unobstructed by any structure or portion of a structure from thirty (30) inches above grade upward; provided, however, that fences, walls, trellises, poles, posts, ornaments, furniture and other customary yard accessories may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility.

- i. A building, structure, or lot shall not be developed, used, or occupied unless it meets the minimum setback requirements set forth in Table 4-1 for the zoning district in which it is located, except as otherwise established in this FDC or unless a variance has been granted.
- ii. A setback or other open space required by this FDC shall not be included as part of a setback or other open space required by this FDC for another building or structure or lot.

b. **Encroachments into Required Setbacks, General**

The following structures may encroach into required front, side or rear setbacks as specified in this Subsection and as permitted by building code:

i. **Paved Patios or Terraces**

Paved patios or terraces may encroach into any required setback, provided that no structures placed on them shall violate other requirements of this FDC.

ii. **Unroofed Landings, Decks and Stairs**

Unroofed landings, decks and stairs may encroach into side and rear required setbacks, provided that the floor shall not extend higher than thirty (30) inches above the finished grade level and the projection is at least five (5) feet from the lot line.

iii. **Covered Decks, Covered Patios, and Exterior Balconies**

Covered Decks, Covered Patios, and Exterior Balconies may encroach into a required rear setback provided these encroachments are at least ten (10) feet from the rear lot line.

iv. **Incidental Architectural Features**

Cornices, eaves, canopies, chimneys, bay windows, ornamental features, and other similar architectural features may encroach not more than two (2) feet into any required setback. Window well openings may encroach not more than three (3) feet into any required setback.

v. **Covered Porches and Roofs Over Other Exterior Approaches**

Roofs over porches, stairways, landings, terraces, or other exterior approaches to pedestrian doorways may project up to four (4) feet into a front setback. The projection shall be at least ten (10) feet from the front property line.

vi. **Handicap Ramps**

The Director may allow the installation of handicap access ramps in required front, side, and rear setbacks. The design and placement of the ramps shall be reviewed to ensure that:

drainage easements, open space, view corridors, pedestrian/bicycle paths, and other relevant design considerations.

E. Lots

1. Lot size, width, depth, shape, and orientation and minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated, and shall facilitate the placement of buildings with sufficient access, outdoor space, privacy, and view. All lots shall conform to the applicable zoning regulations affecting the property.
2. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for off-street parking, landscaping or planting area, and loading areas required by the type of use and development contemplated.
3. No single lot shall be divided by a municipal boundary line.
4. No single lot shall be divided by a zone district boundary line.
5. A lot shall not be divided by a street, alley, or other lot.
6. Each residential lot shall be provided with lot frontage on a street. Residential lots may be permitted to front on common greens, parks, auto-courts, and other common areas located within a tract with a minimum width of thirty (30) feet and subject to the provisions of this FDC. Non-residential lots shall be provided with lot frontage on a street or private drive.
7. Corner lots for residential use shall have extra width to accommodate the required building setback line on both street frontages.
8. Wedge-shaped lots shall not be less than thirty-five (35) feet in width at the front property line. Such lots shall conform to the minimum lot width for the district at the front setback line.
9. Side lot lines shall be at substantially right angles and radial to curved streets. Where lot lines are not at right angles to the street lines, it shall be indicated on Preliminary and Final Plats.
10. Triple frontage lots and flag lots are prohibited in residential zone districts.
11. Lot widths and minimum square footage shall conform to the requirements of Chapter 4 of this FDC.
12. Double frontage residential through lots are prohibited. To prevent such double frontage lots, a landscape tract of not less than thirty (30) feet shall be required between the rear of a lot and street right-of-way. Alley loaded lots shall not be considered double frontage lots for the purpose of this section.

F. Blocks

The requirements and standards set forth in Section 6.5, shall apply to all subdivisions.

G. Streets

All streets shall comply with the requirements and standards set forth in Section 6.5, in addition to the following:

1. **Compliance with Town Standards Required**
All new streets within a subdivision shall be constructed in accordance with the Town of Firestone Transportation Master Plan and the Standards and Specifications.
2. **General Street Design Considerations**
All new streets should be designed in relation to existing or planned streets, to public convenience and safety, and in relation to the proposed use of land to be served. To the

maximum extent reasonably practicable, streets shall be arranged to follow the natural contours of the site. Streets shall be extended to connect with existing streets, except where such extension is prevented by topography or other physical conditions or where the connection of streets with existing or probable future streets is deemed unnecessary by the Town for the advantageous development of adjacent properties.

3. Private Streets

Private streets may be permitted provided they meet all Standards and Specifications required for public streets and right-of-ways and demonstrate that private streets and right-of-ways can be perpetually maintained.

4. Street Intersections

- a. Arterial streets shall not be intersected by local streets.
- b. No more than two (2) streets shall intersect at one (1) point unless approved by the Town Engineer.
- c. Streets shall intersect at ninety (90) degrees, except where this may be impractical. Angles of less than ninety (90) degrees may be designed, subject to the approval of the Town Engineer.
- d. Two local streets meeting a third street from opposite sides shall meet at the same point, or their centerlines shall be offset at least one-hundred fifty (150) feet.

5. Street Right-of-Way Widths

Street right-of-way widths within the proposed subdivision, or boundary streets impacted by the proposed subdivision, shall follow the Town's Transportation Master Plan and Standards and Specifications.

6. Cul-de-sacs

All cul-de-sacs shall be designed in accordance with the Standards and Specifications of the Town and the Fire District. A cul-de-sac on a local street shall not be longer than ~~five~~seven-hundred ~~and fifty~~ (~~750~~0) feet and at the closed end shall provide a turnaround in a configuration approved by the Town Engineer and Fire District. The cul-de-sac length shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac turnaround.

7. Street Arrangement and Connections

- a. Local streets shall be arranged so that their use by through traffic will be discouraged. Traffic calming techniques such as use of grid patterning, diverters and curvilinear alignments are encouraged to reduce speeds and cut-through traffic. All traffic calming measures shall be approved by the Town Engineer.
- b. Where a subdivision borders the following, a minimum landscaped buffer area shall be provided as follows: thirty (30) feet adjacent to arterial streets and section line roadways, fifty (50) feet adjacent to railroad right-of-way, and one-hundred (100) feet adjacent to Interstate right-of-way. This buffer is in addition to any required right-of-way, and exclusive of any lot size requirements. No driveway access shall be permitted from the lot directly to any highway, freeway, arterial, section line roadways, or railroad right-of-way.
- c. Dead-end streets (excluding cul-de-sac or stub streets) shall not be permitted unless approved by the Board of Trustees.
- d. Visibility into residential subdivision from arterial, section line, and collector roadways shall be emphasized and coordinated with street configurations including cul-de-sacs and parallel road loops, open space, and trail corridors. The backing of lots to

necessarily appurtenant to such underground utilities) shall be placed underground whenever practicable. If placed above-ground, such equipment shall not be located in street medians or on utility poles unless no practicable alternative exists. Such equipment shall also be screened as required by the screening requirements of Subsection 6.4.G.

7. The applicant shall establish rough-cut final utility grades prior to the utility installations.

K. Storm Water Drainage

1. General Provisions

- a. Drainage improvements shall be designed according to Town Standards and Specifications.
- b. Drainage areas shall be left in a natural state or designed to appear natural in form unless otherwise approved by the Town.
- c. Complete drainage systems for the entire subdivision area shall be designed by a professional engineer, licensed in the State of Colorado and qualified to perform such work, and shall be shown graphically. All existing drainage features that are to be incorporated in the design shall be so identified.

2. Design of Drainage Systems

- a. The drainage system shall be designed to consider the drainage basin as a whole and shall accommodate not only runoff from the subdivision area but also, where applicable, the system shall be designed to accommodate the runoff from those areas adjacent to and upstream from the subdivision itself, as well as its effects on lands downstream.
- b. Native re-vegetation techniques shall be used.
- c. Storm water drainage systems shall be designed according to Town Standards and Specifications.
- d. The drainage report to be included with the Preliminary Plat submittal materials shall be subject to review by the Town and outside referral agencies.
- e. A final drainage report shall be submitted and accepted by the Town prior to Final Plat approval.

L. Water and Wastewater Lines

1. Oversizing Water and Wastewater Lines

Oversizing of water lines may be required by the Town beyond the needs of the subdivision development and standard Town specification. In such cases the applicant shall pay for the cost of the line. In the event oversized utilities are required and are greater than twelve (12) inches in diameter, applicants can initiate requests for oversize recovery or reimbursement following final acceptance of the water line as part of a Development Agreement. The method and time of payment shall be established in accordance with the current policies of the Town and/or agreement between the applicant and Board of Trustees.

2. Wastewater Line Standards

Design standards for wastewater lines shall be in accordance with the requirements of the St. Vrain Sanitation District.

M. Water Courses and Ditches

The requirements and standards in Subsection 6.2.B, shall apply to all subdivision plats.

N. Water Supply

The requirements and standards in the Municipal Code apply to all subdivision applications.

5. Standards for Tree Protection and Replacement

a. Tree Retention Generally

To the maximum extent reasonably practicable, healthy trees in locations that reasonably avoid conflict with the development shall be retained.

b. Tree Protection Before and During Construction

As part of the required landscape plan, protection measures including but not limited to flagging, protective fencing, boring, trenching separation, and general methods shall be identified for trees designated for protection taking place prior to construction and during construction. Protection measures shall prohibit the storage of materials, vehicular traffic, grade changes, and any other activities that would impact the health of the protected tree. The protection measures shall be maintained until construction activities around the protected trees are complete.

D. Community Gateways

1. Applicability

This Section shall apply to all new development in the Town.

2. Standards for Community Gateway Corridors

Along the following gateway corridors, the following additional standards shall apply to protect distinct entryways into the community:

a. Arterials and Section Line Roadways

- i. A minimum thirty (30) foot landscaped buffer shall be maintained on either side of the arterial or section line roadway and located in a tract when adjacent to residential subdivisions and within a tract or non-exclusive landscape easement when adjacent to non-residential subdivisions. This buffer should utilize a variety of live plant material and berming to provide year-round visual interest. A minimum ten (10) foot wide sidewalk shall be incorporated as an integral component of the landscape buffer and landscape area within the right-of-way.
- ii. Single-family detached residential lots shall be set back a minimum of one-hundred fifty (150) feet from the right-of-way along Firestone Boulevard west of Colorado Boulevard.
- iii. All fencing facing the arterial or section line roadway shall be a maximum of four (4) feet in height and should have an open character, such as split rail or picket. Opaque fencing is prohibited.
- iv. Parking shall be screened to the greatest extent reasonably practicable from the arterial or section line roadway using a combination of berming, walls, fencing and landscaping with a minimum cumulative height of three (3) feet. Such berming or screening walls and fencing may be located within the landscaped buffer prescribed in this Section. Parking, internal drives or streets may not extend into the landscape buffer excepting access drives from the right-of-way running perpendicular to the arterial or section line roadway.
- v. Garages and carports may not be used as a screen or barrier between the arterial or section line roadway and a development site.

3. Fences and Walls Permitted as Accessory Uses

Fences and walls are permitted in the various zone districts as accessory uses in accordance with the limitations provided in this Chapter.

4. Location

- a. Fences and walls must be located within or on the property lines and maintained by the property owner.
- b. A fence or wall located in interior side or rear yard areas that abut an interior side property line or rear property line of another property may be located within or on the property line; except, that if the side or rear property line is adjacent to a driveway, alley or street, the site distance triangle requirements shall apply.
- c. Fences adjacent to sidewalks must be placed at least four (4) feet from the edge of the sidewalk. Gates adjacent to sidewalks shall open inward to the property.
- ~~c.d.~~ Fences shall be required adjacent to ditches when ditches are immediately adjacent to or in close proximity to sidewalks, trails, and other pedestrian ways. Such fences shall conform to the open space, parks, and trails fence standards.

5. Height Restrictions

- a. A fence located in a front yard or street side yard area shall have a maximum height of forty-two (42) inches within the front yard or street side yard setback or forward of the front face of the principal structure, whichever is greater. Such fence shall be not more than fifty (50) percent opaque. A wall located in a front yard area shall have a maximum height of three (3) feet.
- b. Fences abutting open space, parks, and trails shall be limited to four (4) feet in height and shall be not more than fifty (50) percent opaque. The finished side of the fence shall face the open space, park, or trail area.
- c. No fence in any district shall exceed six (6) feet in height; except:
 - i. Fences may be up to eight (8) feet in height in certain districts pursuant to Subsection 6.4.G.9. Outdoor Storage.
 - ii. Fences around a court (e.g., tennis, squash racquet, squash tennis or badminton) or around a publicly owned recreation area may exceed six (6) feet in height if constructed of limited solid material.

6. Construction Standards for Fences

- a. ***Compliance with Building Code***
Fences must be constructed to meet the adopted building code of the Town. Fences and walls shall be constructed of durable, easily maintained materials such as, but not limited to, stone or simulated stone, brick, vinyl, or wood sections. All wood fence materials shall be treated wood or wood with natural resistance to decay, or equivalent.
- b. All fences must be of durable material and kept in good repair. Fence posts and all vertical members of a fence shall be plumb.
- c. The finished side of the fence or wall shall face the adjacent street, trail, open space, park, or common area.
- d. Open fencing styles may include wire mesh attached to the interior of the fence.

7. Restrictions Regarding Certain Materials

- a. Fences in the LI zoning district may include up to four (4) strands of barbless wire, with the lowest strand at least six (6) feet above ground level. The barbless wire may

4. Enhance the residential streetscape and diminish the prominence of garages and parking areas;
5. Enhance public safety by preventing garages from obscuring main entrances or blocking views of the street from inside residences; and
6. Improve the compatibility of attached and multi-family residential development with the residential character of surrounding neighborhoods.

B. Applicability

This Section applies to development of all uses classified as “residential” in the “use category” by Chapter 3, unless otherwise indicated.

C. Alternative Equivalent Compliance

The alternative equivalent compliance procedure in Section 6.1 may be used to propose alternative means of complying with the intent of this Section.

D. General Standards for All Residential Development

1. Mix of Housing Types

a. Intent

- i. To promote a more diverse community through the provision of a variety of housing types.
- ii. To encourage developments that are not dominated by a single type of home or dwelling unit, within a narrow range of price points and densities.
- iii. To encourage “neighborhood-oriented” multi-family developments that incorporate a variety of housing types, such as a combination of duplex, townhomes, condominiums, apartments, live-work units, and single-family dwelling units in a range of sizes.

b. Diversification Standards

- i. Diversification Standards shall not apply to:
 - (A) All zone districts that do not allow residential uses.
 - (B) Certain zone districts that allow residential: RR and AG.
- ii. Residential development parcels, including parcels part of a phased development, shall provide a minimum mix of housing, based on the size of the development as required in Table 6.7-1 below:

TABLE 6.7-1: HOUSING DIVERSITY	
Development Parcel Size	Required Mix of Housing Type
0-40 Acres	1 housing type
41-80 Acres	2 housing types
81-160 Acres	3 housing types
161-320 Acres	4 housing types
321-640 Acres	5 housing types
641+ Acres	6 housing types

- iii. Housing types that apply to Table 6.7-1 include:

- (A) Single-Family Detached;
 - (B) Duplex;
 - (C) Single-Family Attached - Townhouse;
 - (D) Multi-Family – six (6) units or less;
 - (E) Multi-Family – Apartments (seven (7) units or more); and,
 - (F) Live-Work units.
- iv. For purposes of Housing Type, front loaded garage products versus alley or rear-loaded garage products shall be considered a unique and separate Housing Type.
 - v. For unlisted, unique or miscellaneous products such as age restricted products, patio homes, motor court products, or detached townhomes that are distinct from the housing types above may be considered for designation as unique housing types through the Preliminary Plat, Overlay Rezoning or PUD Rezoning processes.

E. Additional Standards for Single-Family Detached and Attached Dwelling Units

1. Architectural Variety and Character

a. General Purpose

The purposes of these architectural variety and character standards are to:

- i. Encourage creativity in design and architectural interest on all sides of single-family detached and attached dwelling units that results in attractive, long-lasting neighborhoods; and

b. Applicability

These standards shall apply to all uses classified as “single-family detached dwelling unit” and “single-family attached dwelling unit” by Chapter 3, for all new lots, in subdivisions created under this FDC except for lots located within the RR zone district or over two (2) acres in size.

c. Architectural Variety

i. Design Standards

- (A) No model plan elevation shall be repeated directly across any street from the same model plan and elevation.
- (B) No model plan elevation shall be repeated more than once every four (4) lots on the same side of the street. For single-family attached duplex buildings, each building shall be considered an elevation.
- (C) For elevations of the same model to be considered unique for the purpose of architectural variety, elevations shall be distinct in character, style, form, and massing.
- (D) Change in paint color shall not be considered distinct for the purposes of architectural variety.

ii. Tracking

- (A) It shall be the responsibility of the developer to maintain a record of home model variety for every development parcel.
- (B) It shall be the responsibility of the developer to disclose these architectural variety standards to potential homebuyers. Failure on

c. *Three Car or More Garage Orientation*

The additional bay of any three (3) car or more garage shall:

- i. Have a different orientation from the first two (2);
- ii. Shall be off-set by at least two (2) feet from the first two (2) garages when having the same orientation; or
- iii. Shall be tandem to the first two (2).

4. Minimum Front Porch

Each home shall include a covered front porch. The front porch shall be a minimum size of fifty (50) square feet in floor area excluding the area required to access the front door and shall have a minimum depth of five (5) feet. For unique products or specific architectural style that may not accommodate a front porch, Alternative Equivalent Compliance and justification shall be provided.

5. Townhomes

- a. No more than six (6) townhome dwelling units may be attached in any single row or building cluster.
- b. Within each townhome building, individual dwelling units shall be differentiated through two (2) or more of the following methods:
 - i. Use of distinct variations in materials between individual dwelling units;
 - ii. Use of distinct variations in architectural style or features, such as a porch or similar feature, between individual dwelling units;
 - iii. Use of distinct variations in roof form;
 - iv. Variation in garage orientations; or
 - v. A variation in the plane of the front facade to provide a minimum three (3) foot variation between individual dwelling units.

6. Motor Court Designs

- a. Residential housing products oriented around a Motor Court shall have the following additional requirements:
 - i. The motor court, which includes the driveway on the shared tract and the private garage aprons on private lots, shall consist of colored pavers installed in decorative pattern;
 - ii. Each residential lot shall be provided with lot frontage on the motor court which provides access to a public street;
 - iii. Dwellings in the middle and rear of the motor court shall be oriented towards the motor court with both the primary pedestrian door and garage facing the motor court;
 - iv. Dwellings on street side lots shall have the primary pedestrian door facing the street and the garage door shall face the motor court;
 - v. The width of a two-car garage shall not exceed 67% of the width of the elevation;
 - vi. Front doors shall be located within 8' of the face of the garage door and porches shall project past the face of the garage by at least two (2) feet;

- vii. A front porch that is a minimum of fifty (50) square feet and five (5) feet in depth inclusive of the front stoop is required on all models not adjacent to the street;
- viii. Street side models shall include a wrap-around porch that extends a minimum of twelve (12) feet wide on the side with a minimum depth of five (5) feet. The porch shall be a minimum of 100 square feet inclusive of the front stoop;
- ix. Windows are required in the garage door;
- x. No more than two (2) of the same model are permitted within a single motor court; and,
- xi. If two (2) of the same model do exist within the same motor court, they shall be of different elevations.

F. Additional Standards for Multi-family Residential

1. Building Design and Character

a. **General Purpose**

The purposes of these building design and character standards are to establish an approach to multi-family development that encourages creativity in design of buildings or dwelling units that results in attractive, long-lasting multi-family neighborhoods.

b. **Application**

These standards shall apply to all multi-family residential development within the Town. Multi-family development shall include multi-family buildings of six (6) units or less, and apartments.

c. **Building Orientation**

i. *Intent*

To create an integrated neighborhood appearance for multi-family developments that establishes a pattern that is integrated with adjacent uses instead of segregated as a separate sub-community.

ii. *Design Standards*

(A) The primary entrance and facade of individual buildings within a multi-family development shall be oriented, in the following order, towards:

- (1) Primary internal or perimeter streets, or
- (2) Common open space, such as interior courtyards, parks, or on-site natural areas or features with a clearly defined and easily accessible pedestrian circulation system. or
- (3) Other similar but unique features integrated into the design.

(B) Primary entrances and facades shall be integrated into the on-site pedestrian network and emphasized through entryway design.

d. **Architectural Character**

i. *Intent*

(A) To improve the appearance of multi-family developments through the incorporation of architectural detailing, facade articulation, and other features designed to provide a more distinct character and pedestrian scale for multi-family buildings of all sizes.

- (B) Lots must be combined so that no lot is created as a non-conforming lot, and no existing non-conforming lot remains.
 - (C) The amendment does not attempt to remove recorded covenants or restrictions; and
- viii. Add one (1) lot line between two (2) adjacent lots if, at the Director's discretion, the lot line does not alter the character of the subdivision nor adversely affect the functions of transportation, utilities, drainage, and other services and providers.

16.7.7 MINOR MODIFICATIONS

A. Purpose and Scope

This Section sets forth the required review and approval procedures for "Minor Modifications," which are adjustments to certain provisions of this Code otherwise applicable to a property pursuant to the procedures in this Section. Minor Modifications may authorize minor changes to pending applications, or to approved plans and permits, and relief from specified standards as stated in this Section. Minor Modifications are intended to relieve unnecessary hardship in complying with the strict letter of this FDC or with overriding Federal law, and to promote context-sensitive development, which are minor deviations from otherwise applicable standards that may be approved by the Board of Trustees or the Director. Minor Modifications are to be used when the small size of the modification requested, and the unlikelihood of any adverse effects on nearby properties or the neighborhood, make it unnecessary to complete a formal Variance process. Minor Modifications are not intended to relieve specific cases of financial hardship, nor to allow circumventing the intent of this FDC and its standards.

B. Applicability

1. Administrative Adjustments to Relieve Unnecessary Hardship

As part of the review and approval of any procedure set forth in this Chapter, the Board of Trustees or the Director may approve adjustments of up to a maximum of ten (10) percent from the following general development and zoning district standards, including Design Overlay (DO-) and Planned Unit Development (PUD) District standards, provided that the applicable approval criteria listed below in Section 16.7.7.C.2. are met.

- a. Minimum lot area requirements;
- b. Setback, building, and height requirements;
- c. Subdivision design and improvement standards set forth in Section 5.4; and
- d. Quantitative development standards set forth in Chapter 6 (e.g., number of parking spaces);

2. Minor Modifications to Ensure Compliance with Federal Law

a. *Compliance with Federal Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA)*

- i. The Board of Trustees or the Director may grant Minor Modifications to any use, building form, or design standard stated in Chapters 3, 4, and 6 of this FDC in order to eliminate a substantial burden on religious exercise as guaranteed by the RLUIPA, as amended.
- ii. In no circumstance shall the Board of Trustees or the Director approve an adjustment that allows a religious assembly use, or any uses/structures/activities accessory to it, in a zone district where this FDC prohibits such use or accessory use/structure/activity.

- iii. In granting an administrative adjustment, the Board of Trustees or the Director may require conditions that will secure substantially the objectives of the modified standard and that will substantially mitigate any potential adverse impact on the environment or on adjacent properties, including but not limited to additional landscaping or screening.

b. Reasonable Accommodations under Federal Fair Housing Act (FFHA)

- i. The Board of Trustees or the Director may grant administrative adjustments to provide reasonable accommodations under the FFHA. In the application for an administrative adjustment under this subsection, the applicant shall identify the type of housing being provided and cite the specific provisions of the FFHA that require reasonable accommodations be made for such housing. The Board of Trustees or the Director may grant the following types of administrative adjustments to assure reasonable accommodations required by law:
 - (A) Modify any minimum distance or spacing requirements, building setback, height, open space or building coverage, or landscaping requirement by no more than ten (10) percent; or
 - (B) Reduce any off-street parking requirement by no more than one (1) space.
 - (C) The Board of Trustees or the Director may approve a type of reasonable accommodation different from that requested by the applicant if the Director concludes that a different form of accommodation would satisfy the requirements of the FFHA with fewer adverse impacts on adjacent areas. The decision of the Director shall be accompanied by written findings of fact as to the applicability of the FFHA, the need for reasonable accommodations, and the authority for any reasonable accommodations approved. Requests for types of accommodation that are not listed above may only be approved through a Variance or Official Map Amendment (Rezoning) process.

C. Procedures as Modified

1. Step 8 (Decision and Findings)

The following additional procedures shall apply:

a. Minor Modifications Approved by Director of Planning & Development

The Director may initiate or approve a Minor Modification permitted under this Section on an application prior to approval if the request for such administrative adjustment is submitted concurrently with any other required development application.

b. Minor Modifications Approved by the Board of Trustees

The Board of Trustees may initiate or approve a Minor Modification permitted under this Section on an application during consideration and approval of a development application if the request for such administrative adjustment is submitted concurrently with any other required development application.

~~b.c.~~ Noted on Approving Documents

Any approved Minor Modifications shall be specified on the approved plat, development plan, approval letter or approving document for which the modifications were sought.

ed. Conditions of Approval

The Board of Trustees or the Director may attach any condition to approval to a Minor Modification reasonably necessary to protect the health, safety and welfare of the community, to secure substantially the objectives of the modified standard, and to minimize adverse impacts on adjacent properties.

2. Step 9 (Approval Criteria)

The Board of Trustees or the Director may approve the Minor Modification only upon finding that at least one of the following Approval Criteria is met:

- a. The adjustment is necessary to satisfy the federal requirements for reasonable accommodation of housing for protected groups under the Federal Fair Housing Act as provided in Section 7.7.B.2.B; or
- b. The adjustment is necessary to eliminate a substantial burden on religious exercise as guaranteed by the federal Religious Land Use and Institutionalized Persons Act of 2000 as provided in Section 7.7.B.2.A.; or
- c. All of the following criteria have been met:
 - i. The requested modification is generally consistent with the Town's Comprehensive Master Plan and the stated purpose of this FDC;
 - ii. The requested adjustment is consistent with the stated intent and purpose of the applicable zone district or approved PUD District Plan, if applicable;
 - iii. The requested modification meets all other applicable building and safety codes;
 - iv. The requested modification does not encroach into an easement;
 - v. The requested modification will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

16.7.8 VARIANCES

A. Purpose and Scope

The Variance process is intended to provide limited relief from the requirements of this FDC in those cases where strict application of a particular requirement will create a practical difficulty or unnecessary hardship prohibiting the use of land in a manner otherwise permitted under this FDC. It is not intended that Variances be granted merely to remove inconveniences or financial burdens that the requirements of this FDC may impose on property owners in general. Rather, it is intended to provide relief where the requirements of this FDC render the land difficult or impossible to use because of some unique physical attribute of the property itself or some other factor unique to the property for which the Variance is requested. State and/or Federal laws or requirements may not be varied by the Town.

B. Limitations

1. No variance shall be granted to permit a use of land not otherwise permitted in the applicable zone district.
2. No variance shall be granted to increase to the size or height of signs by more than ten (10) percent above the requirements and limitations of this FDC.
3. No variance in lot width or lot area shall be granted if the requested variance is associated with a request to subdivide a lot or parcel of property into two (2) or more lots. Any such

Condominium

A single dwelling unit in a multiple dwelling unit structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

Container (cargo container, shipping container, or truck trailer body)

A standardized, reusable vessel that is or appears to be: (1) originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, or (2) designed for or capable of being mounted or moved on a rail car, or (3) designed for or capable of being mounted on a chassis or bogie for movement by truck trailer or loaded on a ship.

Contractor's Shop or Storage Yard

A building or part of a building or land area for the construction or storage of materials, equipment, tools, products, and vehicles.

Convenience Store

A retail establishment with a floor area of less than five-thousand (5,000) square feet, which sells a limited line of groceries and household items, gasoline, or beer and wine generally intended for the convenience of the neighborhood, but not including an automobile service station.

Correctional Facility

A facility for the purpose of incarcerating and rehabilitating offenders.

County Clerk and Recorder

Weld County Clerk and Recorder.

Court Yards

Open, unoccupied spaces that are wholly or partially enclosed.

Crosswalk or Walkway

A right-of-way dedicated to public use and designed to facilitate pedestrian traffic.

Cultural Facility

A cultural facility displays or preserves objects of interest or provides facilities for one (1) or more of the arts or sciences. Accessory uses may include parking, offices, storage areas, and gift shops. Specific use types include, but are not limited to: **Botanical Garden; Library; Museum; or Zoo.**

Deck

An uncovered platform constructed of wood or similar synthetic material.

Dedication

A grant of land or the right to use land, by the owner of that land, to the public, involving a transfer of property rights and an acceptance of the dedicated property by the Town.

Density, Net

The total number of dwelling units per acre of the total land area to be developed excluding rights-of-way, common areas, parks, open space, and recreational, civic, commercial, and other nonresidential uses.

Density, Gross

The total number of dwelling units per gross acre of the total land area to be developed~~theoretically permitted on a particular parcel based upon its size and zoning designation while not taking into account the portions of unbuildable land.~~

Dental or Medical Office, Clinic, or Laboratory

A facility for a group of one (1) or more dentists or physicians for the examination and treatment of human outpatients, provided that patients are not kept overnight except under emergency conditions.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: December 14, 2022

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 22-128: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2022 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2023 FISCAL YEAR.

SUMMARY

The Board of Trustees must certify the mill levies for the 2023 fiscal year by December 15, 2022. This Resolution will certify the Town's general mill levy at 6.805 mills.

HISTORY AND PREVIOUS BOARD ACTION

On December 8, 2021, the Board certified the Town's mill levy at 6.805 mills for the 2022 fiscal year. The Board adopted the annual budget for the 2023 fiscal year on November 16th, 2022.

RECOMMENDATION

Staff recommends approval of Resolution 22-128

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-128

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-128

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2022 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2023 FISCAL YEAR.

WHEREAS, on November 16, 2022 the Board of Trustees of the Town of Firestone ("Town") on adopted the Town of Firestone's annual budget for the 2023 fiscal year in accordance with the Local Government Budget Law; and

WHEREAS, a general property tax mill levy is necessary to defray the general expenses of Town government for the 2023 fiscal year; and

WHEREAS, the 2022 valuation for assessment for the Town as certified by the Weld County Assessor is \$251,983,573; and

WHEREAS, the Town is exempt from the statutory property tax revenue limitation (5.5% limit) due to voter approval of Ballot Issue A at the April 2, 1996 regular municipal election; and

WHEREAS, the Town is exempt from the fiscal year spending limitation imposed by Article X, Section 20 to the Colorado Constitution, due to voter approval of Ballot Issue A at the April 2, 1996, regular municipal election; and

WHEREAS, the Board of Trustees must certify the mill levies for the 2023 fiscal year by December 15, 2022, and by this Resolution desires to so certify its general mill levy.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Firestone during the 2023 fiscal year, there is hereby levied a tax of 6.805 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2022.

Section 2. That the Town Director of Finance is hereby authorized and directed to immediately certify to the County Commissioners of Weld County, Colorado, the mill levy for the Town of Firestone as herein above determined and set.

INTRODUCED, READ AND ADOPTED this 14th day of December, 2022.

TOWN OF FIRESTONE, COLORADO

By:

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b

Discussion/Action

Meeting Date: December 14, 2022

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 22-129: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION PROGRAM

SUMMARY

The Weld County Board of County Commissioners was awarded Community Development Block Grant (CDBG) funding in 2022. It provided an opportunity for Weld County communities to apply as sub-recipients for funding for public improvements, including adequate public infrastructure, housing preservation, and access to public services. The Town of Firestone applied for funding to develop a housing preservation program in cooperation with Brothers Redevelopment Inc. to serve Firestone owner-occupied residential properties that fall within the County's low to moderate-income levels.

The Town was awarded \$225,000 from the County's CDBG allocation on June 27, 2022, and has worked with the County staff on a sub-recipient agreement and Brothers Redevelopment Inc. to prepare for the launch of the single-family housing rehabilitation program. Town staff will be required to provide documentation throughout the program to verify the funds are being used to serve residents from households that meet the CDBG qualifications.

HISTORY AND PREVIOUS BOARD ACTION

The Town submitted an application for Community Development Block Grant funding on December 30, 2021, to Weld County and was awarded the allocation of \$225,000 by the Weld County Board of Commissioners on June 27, 2022, based on the recommendation of the Weld County Community Development Block Grant Advisory Committee. Weld County will reimburse the Town for the housing rehabilitation program up to the awarded amount of \$225,000.

RECOMMENDATION

Staff recommends the approval of Resolution No. 22-129.

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-129
2. Weld County CDBG Subrecipient Agreement

FINANCIAL CONSIDERATIONS

The awarded \$225,000 of CDBG funds shall be used to rehabilitate owner-occupied homes in Firestone for households that fall within the low-moderate income levels for Weld County.

RESOLUTION NO. 22-129

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD
COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS FOR A HOUSING REHABILITATION PROGRAM**

WHEREAS, Weld County and the Town of Firestone (“Town”) have entered into an Intergovernmental Cooperation Agreement, which qualified Weld County as an urban county and entitled the parties to receive Community Development Block Grant (“CDBG”) funds to conduct and administer housing and community development activities and projects; and

WHEREAS, Weld County has applied for and received CDBG funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974 as amended (HCD Act); and

WHEREAS, Weld County shall disburse HCD Act funds to the Town subject to a Subrecipient Agreement by which the Town will administer a Housing Rehabilitation Program which will provide home repairs and maintenance not to exceed \$12,500 per household for low to moderate income residents; and

WHEREAS the Town’s Board of Trustees finds that such program is of benefit to the health, safety and welfare of the community.

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

The Subrecipient Agreement between the Town of Firestone and Weld County for use of Weld County Community Development Block Grant HCD Act funds 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 Subrecipient Agreement on behalf of the Town of Firestone.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam L. Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT entered this ___ day of ___, 20___ by and between the Weld County Community Development Block Program (herein called the "Grantee") and the Town of Firestone (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee and Subrecipient have an executed Cooperation Agreement;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible to provide the following activity(ies): to implement a Single-Family Housing Rehabilitation Program for the benefit of low to moderate income residents to meet the National Objective of Benefit to Low and Moderate-Income Persons. The Subrecipient will be responsible for administering the Community Development Block Grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Program Delivery

Activity #1 The Subrecipient, Town of Firestone will be responsible for administering a CDBG-funded Single-Family Housing Rehabilitation Program consisting of minor home repairs and/or maintenance (not to exceed \$12,500 per household) on single-family, owner-occupied residences of low and moderate-income residents of the Town of Firestone. Improvements addressing health and safety issues will be a priority then code violations and maintenance to follow and be carried out by appropriately licensed and insured contractors.

Activity #2 Program marketing to low- to moderate-income households and areas within the Town of Firestone.

General Administration

The Town will be responsible for the general administration and monitoring of the work performed to include the following:

Application intake and income qualification based on current HUD AMI limits for Weld County. Subrecipient to collect all required support documentation from the applicant to make a determination of eligibility.

Preparation of a Tier 2 Environmental Review Statutory Checklist for each property considered for assistance. Tier 2 checklists to be submitted to Weld County CDBG Program staff for review and approval prior to the commitment of funds for each property.

Documentation of inspections to determine the adequacy and expected system life of major building components required per household upon approved application. Use of appropriately certified testing agencies to sample for hazardous building materials when required.

Documentation of all program activities in well-organized project files made available to the Weld County CDBG Program for monitoring.

Preparation and submittal of pay requests for reimbursement for program activities. Pay requests to include contractor invoices and any other documentation deemed necessary by the Weld County CDBG Program to determine the eligibility of costs requested for reimbursement.

Preparation and submittal of reports detailing accomplishments, demographic and income data for all program participants.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of Benefit to Low and Moderate-Income Persons through the rehabilitation of single-family, owner-occupied residences of low and moderate-income persons to increase affordable, accessible housing choices.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services: complete minor rehabilitation projects on 18-56 qualifying residences within the Town of Firestone under this program.

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	1-5 homes	18-56 homes

Units of Service are the number of single-family residences rehabilitated.

Activity #2	232 persons/week	12,064 persons/year
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Units of Service are the number of residents reached by marketing and promotion

D. Staffing

Paula Mehle, Director of Economic Development & Neighborhood Services, Town of Firestone, will serve as Project Manager. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date of the Notice to Proceed and end after twelve months. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>		<u>Amount</u>
Weld County CDB grant	225,000	\$225,000
Town of Firestone funds	25,000	\$25,500
Program Admin		\$ 22,100
Marketing		2,900
Rehab costs-labor & materials		<u>225,000</u>
TOTAL		\$250,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$ 225,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

Weld CDBG Office
Cheryl Pattelli
Chief Financial Officer
PO Box 758
Greeley, CO 80632
cpattelli@weldgov.com
Phone: 970 400-4451

Subrecipient
Drew Peterson
Mayor
9950 Park Avenue
Firestone, CO 80504
dpeterson@firestoneco.gov
303 833-3291 ext. 5501

VI. SPECIAL CONDITIONS

All projects regardless of scope, require an environmental review. Reviews will be completed by the County prior to issuing a notice to proceed.

If the Subrecipient wishes to extend the time given for project completion, it will need to notify the Weld County CDBG Program in writing forty-five (45) days in advance unless due to unforeseen circumstances. Weld County CDBG staff may extend the time of performance of this Subrecipient Agreement up to 90 days without prior approval from the Weld County Board of Commissioners.

Progress reports will be due quarterly on April 30th, July 31st, October 31st and January 31st for the preceding quarter. In addition, a progress report must accompany each draw request detailing the progress made/activities completed with the funds being requested for reimbursement.

VII. GENERAL CONDITIONS

(Note: Links to the Code of Federal Regulations [CFR] may be accessed through links provided in the Agreement, provided as a convenience to the Subrecipient. It is, however, the Subrecipient's responsibility to ensure the links are the most current one available)

Code of Federal Regulations

<https://www.govinfo.gov/app/collection/cfr/>

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall to the extent permitted by law hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the Agreement's assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.304 and 2 CFR 200.310, Bonds and Insurance Coverage.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200.303 – 309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 225, “Cost Principles for State, Local, and Indian Tribal Governments.” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR.200.303-309; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make

excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the term of the Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the term of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

No indirect costs can be charged to this Project.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based on information submitted by the Subrecipient and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred and paid for by the Subrecipient. Requests for payment by the Subrecipient must include copies of invoices for which reimbursement is being requested, and a copy(ies) of Subrecipient's check for payment of the invoices. Additionally, the Progress/Inspection Report should be submitted with activity progress noted for the period for which reimbursement is being requested. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the procedures delineated at 2 CFR 200.317-327 when procuring all materials, property, and/or services (including the purchase of equipment) under this Agreement. It is the Subrecipient's responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Subrecipient shall, to the greatest extent feasible, reach out through advertising, phone or email notice, or other means, and solicit bids from, Section 3 business concerns, women-owned businesses, and minority-owned businesses.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five(5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement

after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may upon notice to Subrecipient preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour

and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be

awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.317-327 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and 2 CFR Part 225 would apply.]

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF FIRESTONE, COLORADO

By: _____
Miriam L. Gonzalez, Acting Town Clerk

By: _____
Drew Alan Peterson, Mayor

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Weld County Clerk to the Board

BY: _____
Deputy Clerk to the Board

Scott K. James, Chair

APPROVED AS TO FUNDING:

APPROVED AS TO SUBSTANCE:

Chief Financial Officer

Elected Official or Department Head

APPROVED AS TO FORM:

County Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: December 14, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-135: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE SECOND 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

SUMMARY

The Vistosa (Vogl Annexation) project developer is CK H2O Ventures, LLC, Millrace Resources, LLC, and Frontier Ventures, LLC, which owns water shares of the New Coal Ridge Ditch Company and has previously worked with Town staff on the Native Water Dedication Agreement and Addendum.

The Amendment before the Board will allow for additional time for the developer to complete the obligations necessary for its performance at the Credit Closing. The developer is requesting that December 15, 2022, Credit Closing be extended to on or before January 15, 2023, with the Water Dedication Fee being paid on or before May 15, 2023, and the assignment of the Native Water Dedication Agreement to Vidler Water Company.

HISTORY AND PREVIOUS BOARD ACTION

On October 26, 2022, the Board approved Resolution 22-116, a resolution approving the execution of the Amendment to the Native Water Dedication Agreement between the Town of Firestone and CK H2O Ventures, LLC, Millrace Resources, LLC, and Frontier Ventures, LLC to extend the Credit Closing date from October 31, 2022, to on or before December 15, 2022.

On March 30, 2022, the Board approved Resolution 22-46, a resolution approving the execution of the Native Water Dedication Agreement and Addendum between the Town of Firestone and CK H2O Ventures, LLC, Millrace Resources, LLC, and Frontier Ventures, LLC to accept native water rights as "water credits" to satisfy the water dedication requirement for development in the Town of Firestone.

On October 28, 2020, the Board approved Resolution 20-103, adopting the Firestone Native Water Dedication Policy. Since the approval of this policy, staff has actively been working on developing a Native Water Dedication Agreement for use between the Town of Firestone and Land Developers who wish to provide native water rights to satisfy water dedication requirements needed for development approval.

RECOMMENDATION

Staff recommends approval of Resolution 22-135, a resolution approving the execution of the Amendment to the Native Water Dedication Agreement between the Town of Firestone and CK H2O Ventures, LLC, Millrace Resources, LLC, and Frontier Ventures, LLC to extend the Credit Closing date from December 15, 2022, to on or before January 15, 2023, with the Water Dedication Fee being paid on or before May 15, 2023, and the assignment of the Native Water Dedication Agreement to Vidler Water Company.

ALTERNATIVES

The Board may choose not to approve Resolution 22-135 and provide staff with additional direction.

ATTACHMENTS

1. Res 22-135 Second Amendment to Native Water Dedication and Amended Agm
2. Second Amendment To Native Water Dedication Agreement

FINANCIAL CONSIDERATIONS

Payment of the Storage and Infrastructure Fee on or before May 15, 2023, for \$8,000,000.00 to the Water Activity Enterprise.

RESOLUTION NO. 22-135

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE, APPROVING THE SECOND 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**

WHEREAS, upon adoption of Resolution No. 22-46 the Town of Firestone ("Town") approved a Native Water Dedication Agreement and Addendum (collectively "Dedication Agreement") with CK H2O Ventures LLC Millrace Resources LLC and Frontier Ventures LLC (collectively "Developer") which allows Developer to dedicate Native Water in the form of shares in the New Coal Ridge Ditch Company to the Town in satisfaction of Developer's raw water dedication requirements set forth in the Firestone Municipal Code; and

WHEREAS, the Dedication Agreement establishes deadlines for certain actions to be taken in the process of dedicating the Native Water to the Town; and

WHEREAS, the Developer requested additional time to complete the obligations for its performance of the October 2022 Credit Closing as the term is defined in the Dedication Agreement; and

WHEREAS, the Town upon adoption of Resolution No. 22-116 approved the First Amendment to the Dedication Agreement which extended the Credit Closing deadline to December 15, 2022; and

WHEREAS, the parties now desire to further amend the Dedication Agreement by extending the Credit Closing deadline to January 15, 2023, provide that the Dedication Fee will be due no later than May 15, 2023 and assign the Dedication Agreement to Vidler Water Company a DR Horton Company.

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

The Second Amendment to the Native Water Dedication Agreement and Addendum between the Town of Firestone, acting by and through its Water Activity Enterprise, and CKO 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, 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 Second Amendment to the Native Water Dedication Agreement and Addendum on behalf of the Town of Firestone.

INTRODUCED, READ, AND ADOPTED this 14th day of December, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**SECOND AMENDMENT
TO NATIVE WATER DEDICATION AGREEMENT**

THIS SECOND AMENDMENT TO NATIVE WATER DEDICATION AGREEMENT (“Second Amendment”) is entered into on this 14th day of December 2022, by and between Firestone and CK H2O Ventures, LLC, a Colorado limited liability company, Millrace Resources, LLC, A Colorado limited liability company, LR Investments, LLC, a Colorado limited liability company, and Frontier Ventures, LLC, a Colorado limited liability company whose address is c/o Carlson Land Development, LLC, 14570 Clay Street, Broomfield, Colorado 80023; Attention: Blake Carlson (collectively “Developer”). Firestone and Developer may be referred to collectively herein as the “Parties”. In this regard, the Parties hereby agree as follows:

WITNESSETH

WHEREAS, Firestone and Developer entered into a Native Water Dedication Agreement (“NWDA”) dated March 30, 2022 as modified by the Addendum to Native Water Dedication Agreement (“Addendum”) which allows Developer to dedicate Native Water in the form of shares in the New Coal Ridge Ditch Company (the “Native Water”) to Firestone in satisfaction of Developer’s raw water dedication requirements to the Firestone Municipal Code; and

WHEREAS, the Parties executed an Amendment to the NWDA (“First Amendment”) which extended certain deadlines for certain actions to be taken in the process of dedicating the Native Water to Firestone, including extending the date of the Credit Closing to December 15, 2022; and

WHEREAS, the Parties and LR Investments, LLC wish to add LR Investments, LLC as a party to the NWDA as a part of the group collectively referenced in the NWDA as the “Developer;” and

WHEREAS, Developer has requested additional time to complete the obligations necessary for its performance under the NWDA at the Credit Closing, as that date was extended under the First Amendment; and

WHEREAS, the Parties wish to further amend those deadlines as stated in this Second Amendment to allow for Developer to complete the dedication of the Native Water to Firestone; and

WHEREAS, the Parties wish to acknowledge Developer’s intent to assign the NWDA to Vidler Water Company, Inc., a Nevada corporation, pursuant to the terms of the NWDA and this Second Amendment and, following that assignment, Vidler Water Company, Inc., will be the “Developer” in this Agreement; and

WHEREAS, the Parties wish to make further additional amendments to the NWDA as described in this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, Firestone and Developer agree as follows:

1. The recitals above are hereby incorporated as if fully restated herein.
2. LR Investments, LLC, as the owner of the 46 shares in the New Coal Ridge Ditch Company represented by Certificate No. 271 ("LR Shares"), is hereby made a party to the NWDA and assumes all interests and obligations of "Developer" under the NWDA, collectively with the other parties referred to as "Developer" in the NWDA, including dedication of the LR Shares to Firestone as contemplated by the NWDA, and this Second Amendment.
3. Amended Credit Closing. The Credit Closing is extended to January 15, 2023 or if Developer has not received a waiver of the New Coal Ridge Ditch Company's right of first refusal for conveyance of the shares to Firestone by January 15, the date which is five (5) days after receipt of such waiver. All of Developer's obligations as anticipated under the NWDA to be performed at the Credit Closing, including conveyance of the Native Water as described in ¶3 of the NWDA, remain effective unless expressly modified in this Second Amendment. At least 14 days prior to the Credit Closing, Developer shall deliver to Firestone all documents evidencing title to the Native Water is vested in Developer.
4. Amended Storage and Infrastructure Fee. Developer's obligation to pay the Storage and Infrastructure Fee is hereby modified as follows:
 - a. In order to achieve the purpose of making the Native Water available for potable water use, Developer has agreed to pay a Storage and Infrastructure Fee of \$8,000,000.00 to Firestone ("Revised Storage and Infrastructure Fee") in lieu of the calculation of the Storage and Infrastructure Fee described in the Paragraph 2.3. of the NWDA.
 - b. The Revised Storage and Infrastructure Fee will be due and payable by Developer no later than May 15, 2023.

The Town of Firestone will not recognize the completion of dedication of the Native Water for the purposes creating Native Credit under the NWDA and satisfying Developer's Dedication Requirement unless and until the Revised Storage and Infrastructure Fee is paid by Developer.

5. Native Water Credit. Subject to final review of title by Firestone, the Parties agree that Developer may be entitled to receive up to 450 acre-feet of Native Water Credit pursuant to the NWDA, provided that Developer comply with the following terms:

- a. At the Credit Closing, Developer shall pay a non-refundable fee of \$10,000.00 as a curative action to defects of title to the Native Water. In the event that this \$10,000.00 is not paid by the Developer, Firestone will deduct 22 acre-feet from the Native Credit Developer receives from the conveyance of the Native Water. Firestone shall not have any rights or remedies, concerning such defects of title other than what is stated in this paragraph 5(a).
- b. If Developer fails to pay the Storage and Infrastructure Fee, as described in ¶4 of this Second Amendment on or before May 15, 2023, Firestone will deduct 37.2 acre-feet from the Native Credit that Developer receives from the dedication of the Native Water under the NWDA.

The determination of Native Credit as described herein supersedes and replaces any prior determination that has been made by the Town to Developer and is contingent on Developer's conveyance of title as described in the NWDA.

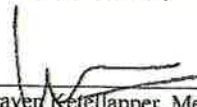
6. Warranty of Title To Native Water. Consistent with ¶3 of the NWDA, the Native Water will be conveyed to Firestone by Special Warranty Deed. The Parties acknowledge and agree that the Developer's warranty is subject to any potential clouds on title regarding ownership of the Native Water to be dedicated to Firestone under the Dedication Agreement. These potential clouds on title were described previously in the Addendum. This paragraph amends and supersedes ¶4 of the NWDA.
7. Binding Effect and Transferability. This Agreement shall be binding upon and inure to the benefit of Firestone as well as Developer, its heirs, personal representatives, successors, transferees and assigns. Developer may assign the Native Credit to another party in connection with the transfer of Developer's Lands. Firestone will provide Developer with a form Native Credit Transfer at the Credit Closing to be used in connection with the transfer of any Native Credit by Developer. Any Native Credit dedicated by Developer shall be used solely on Developer's Lands for the Dedication Requirement unless, at Developer's request, Firestone approves use of the Native Credits on other lands in Firestone, which approval shall not be unreasonably withheld. If Firestone approves any Native Credit for use on such other lands in Firestone, Firestone shall apply any unused Revised Storage and Infrastructure Fee to development of those lands. This paragraph amends and supersedes ¶15 of the NWDA.
8. Assignment of NWDA. The Parties agree that Developer may assign the NWDA and all Developer's interests and obligations thereunder to the Vidler Water Company. Vidler Water Company, Inc., as assignee, shall be bound by and shall perform all obligations of the Developer pursuant to the NWDA, the Addendum, the First Amendment and this Second Amendment.
9. Except as modified by this Amendment, the terms of the Agreement remain in full force and effect.

10. In the event of any inconsistencies between the terms and provisions of this Second Amendment and those set forth in the NWDA, the terms and conditions of this Second Amendment shall control in all instances. Capitalized terms not otherwise defined in this Amendment shall have the meaning attributed to those terms in the NWDA. Except as set forth in this Second Amendment, the NWDA is ratified and acknowledged by the parties to be in full force and effect. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by email or facsimile and the parties hereto agree to accept and be bound by electronic or facsimile signatures hereto.

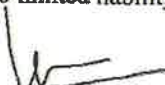
TOWN OF FIRESTONE

By: _____
Name: _____
Title: _____

CK H2O VENTURES, LLC:

By: 
Walraven Ketellapper, Member/Manager

MILLRACE RESOURCES, LLC, a
Colorado limited liability company

By: 
Walraven Ketellapper, Member/Manager

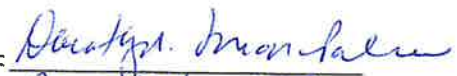
FRONTIER VENTURES, LLC, a
Colorado limited liability company

By: 
Blake Carlson, Manager

LR INVESTMENTS, LLC, a Colorado
limited liability company

By: 
Blake Carlson, Manager

Vidler Water Company, Inc. a Nevada
Corporation

By: 
President, CEO
Dorothy A. Timmer Palmer

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d

Discussion/Action

Meeting Date: December 14, 2022

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 22-137: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE OPTION TERM AND EXECUTION OF THE TOWN OF FIRESTONE COLORADO WATER ENTERPRISE REVENUE BOND SERIES 2022

SUMMARY

On November 9th, 2022, the Board of Trustees approved Ordinance No. 2021 authorizing the issuance and sale of Water Enterprise Revenue Bonds. An RFP for a Private Placement Debt Issuance was published and the Town received 6 responses with interest rates ranging from 3.89-5.35%. Town staff as well as staff from Piper Sandler evaluated all offers and determined the proposal submitted by Vectra Bank(Zions Bancorporation) to be the best for the Town and determined a final issuance amount of \$20 Million.. Vectra Bank's proposal provided for a 10-year or 15-year option with a payoff at-par, anytime within the period. The 10-year option is with an interest rate of 3.89% and the 15-year option has an interest rate of 4.10%.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends approval of resolution 22-xxx

ALTERNATIVES

ATTACHMENTS

1. Reso 2022 Water Bonds Option Term
2. Ord. 1021 Water Enterprise Revenue Bonds, Series 2022 Source of Payment, Providing details, & Water System 11-09-2022
3. Investor Letter
4. Sale Certificate
5. Bond Opinion (11.14.2022)
6. Closing Documents

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-137

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING THE OPTION TERM AND EXECUTION OF THE TOWN
OF FIRESTONE COLORADO WATER ENTERPRISE REVENUE BOND SERIES 2022**

WHEREAS, On November 11, 2022 the Board of Trustees of the Town of Firestone adopted the Bond Ordinance which authorized the issuance of the Town of Firestone Colorado Water Enterprise Revenue Bond Series 2022(“Bonds”); and

WHEREAS on December 5, 2022 Zions Bank Corporation submitted a written offer to purchase the Bonds for a price of \$20,000,000, the terms and conditions upon which have been agreed upon except for the Option Term which shall be either 10 or 15 years as determined by the Board of Trustees.

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

The Board of Trustees hereby selects the ____year Option Term and the Board directs that in accordance with the Bond Ordinance 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 and all other administrative procedures set forth in the Bond Ordinance.

INTRODUCED, READ AND ADOPTED this 14th day of December, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam L. Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

ORDINANCE NO. 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 an 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 be 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.

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

"Events of Default" means the events stated in Section 1003 hereof.

"Federal Government" 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 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, Colorado, 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 on 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
9950 Park Avenue
Firestone, Colorado 80504
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

(SEAL)



ATTEST:



Acting 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- _____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
_____ %	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 (only votes in the event of a tie)				
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.

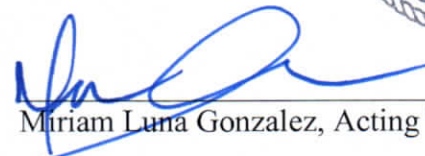
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Town this 9 day of November, 2022.



TOWN OF FIRESTONE, COLORADO


Drew Alen Peterson, Mayor

ATTEST:


Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

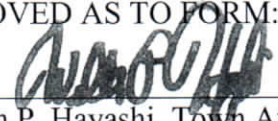

William P. Hayashi, Town Attorney

EXHIBIT A

(Attach Notice of Meeting)

EXHIBIT B
(Affidavit of Publication)

INVESTMENT LETTER

\$20,000,000
Town of Firestone, Colorado
Water Enterprise Revenue Bonds
Series 2022

December 20, 2022

Town of Firestone
9950 Park Avenue
Firestone, Colorado 80504

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202

Ladies and Gentlemen:

Zions Bancorporation, N.A. (the “Purchaser”) understands that the Town of Firestone, Colorado (the “Town”), proposes to issue its “Water Enterprise Revenue Bond, Series 2022,” (the “Bond”) which shall be issued as a single fully registered bond, and the Purchaser proposes to purchase the Bond as described below. The Bond and terms and conditions thereof are more fully described in the ordinance authorizing the issuance of the Bond (the “Bond Ordinance”) adopted by the Board of Trustees of the Town (the “Board”), on November 9, 2022 and the Sale Certificate executed in connection therewith (the “Sale Certificate” and together with the Bond Ordinance, and the Bond, the “Financing Documents”). Unless otherwise indicated, capitalized terms used herein have the same meanings as set forth in the Bond Ordinance.

In connection herewith, the Purchaser agrees to the following terms and conditions and makes the representations and warranties stated herein.

1. Subject to the terms and conditions hereof and the provisions of the Financing Documents, the Purchaser hereby irrevocably subscribes for and agrees to purchase the Bond on the terms set forth herein and in the Financing Documents and the Sale Certificate (a copy of which is attached hereto as **Exhibit A**). The Bond is to be initially issued and delivered to the Purchaser in the form of a single fully registered bond. The Bond to be purchased by the Purchaser matures on December 1, 20[32/37], and bears interest at the rate of [3.89/4.10]% per annum. The Purchaser has authority to purchase the Bond and to execute any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bond.

2. The Purchaser is a bank as defined in section 3(a)(2) of the Securities Act of 1933, as amended (the “1933 Act”).

3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

4. The Purchaser understands that an investment in the Bond involves a certain degree of investment risk, and the Purchaser, either alone or with its purchaser representative(s) (as defined in Rule 501(i) of Regulation D under the 1933 Act), has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the investment, and the Purchaser is able to bear the economic and financial risks of the investment.

5. The Purchaser has performed its own due diligence and financial analysis with regard to the Bond and the ability of the Town to repay the Bond from the sources pledged thereto. The Purchaser acknowledges that no official statement, prospectus or offering circular containing information with respect to the Town or the Bond has been or will be prepared and that it has made its own inquiry and analysis with respect to the Town and the Bond and the other material factors affecting the payment of the Bond.

6. The Purchaser acknowledges that it has either been supplied with or has had access to all information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and that it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Town and the Bond so that as a reasonable investor it has been able to make its decision to purchase the Bond.

7. The Purchaser has been advised that the Bond (i) is being offered pursuant to exemptions from registration under the 1933 Act and applicable Colorado securities law (the “State Laws”) and is not being registered under the 1933 Act or the State Laws; (ii) will not be listed on any stock or other securities exchange; and (iii) may be sold, transferred or assigned only in compliance with the 1933 Act, applicable State Laws and the Financing Documents. The Purchaser is aware that no credit rating has been sought or obtained with respect to the Bond.

8. The Purchaser represents that the Purchaser is purchasing the Bond for the Purchaser’s own account, for investment purposes, and with no present intention of reselling or redistributing the Bond or interests therein; however, the Purchaser reserves the right to resell or redistribute the Bond subject to limitations set forth herein. The Purchaser acknowledges that the Bond is subject to certain limitations and requirements concerning its transfer or assignment, which limitations and requirements are described in the Financing Documents. In the event the Purchaser subsequently transfers the Bond or any interest therein, it hereby represents and agrees that it will not do so except in compliance with applicable laws, including the 1933 Act, and in compliance with the Financing Documents. The Purchaser understands that there is no established secondary market for the Bond.

9. The Purchaser acknowledges that it understands the meaning and legal consequences of the representations set forth herein and that the Town, its general counsel and Bond Counsel have relied and will rely upon such representations.

11. All representations contained in this Investment Letter will survive (i) the Purchaser's purchase of the Bond, (ii) changes in the transactions, documents and instruments described in the Financing Documents that are not material, and (iii) any dissolution or reorganization of the Purchaser.

12. The certifications, representations and agreements set forth in this Investment Letter are provided solely for the benefit of and may be relied upon only by the Town and its counsel and by Bond Counsel.

IN WITNESS WHEREOF, the Purchaser has executed this Investment Letter as of the date first above written.

ZIONS BANCORPORATION, N.A.

By: _____

Title: Authorized Officer

EXHIBIT A

(Attach Sale Certificate)

**TOWN OF FIRESTONE, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2022**

SALE CERTIFICATE

The undersigned is the duly acting and qualified Town Manager of the **TOWN OF FIRESTONE, COLORADO** (the “Town”) and does certify the following:

1. On November 11, 2022, the Board of Trustees of the Town of Firestone, Colorado (the “Board”) adopted an ordinance (the “Bond Ordinance”) authorizing the issuance of the “Town of Firestone, Colorado, Water Enterprise Revenue Bond, Series 2022” (the “Bonds”). Terms not otherwise defined herein shall have the meanings given to them in the Bond Ordinance.

2. On December 5, 2022, Zions Bancorporation, N.A. (the “Purchaser”), submitted a written offer (the “Proposal”) to purchase the Bonds for a price of \$20,000,000 (which is equal to the par amount thereof) in accordance with the Bond Ordinance.

3. On the date hereof, I accepted the Proposal of the Purchaser on behalf of the Town. The price at which the Bond is being sold to the Purchaser on the date hereof is 100% of the principal amount of the Bond as of the date hereof, and the interest rate was locked at 3.89/4.10%.

4. The Bond shall be issued as a single Term Bond in the principal amount of \$20,000,000. The Bonds shall be dated as of their date of delivery, shall bear interest at a rate of 3.89/4.10% per annum, calculated on the basis of a 360-day year of twelve 30-day months payable semiannually on each June 1 and December 1, commencing June 1, 2023, and shall mature on December 1, 20[32/37].

5. The Bonds are subject to redemption prior to maturity, at the option of the Town, in whole or in part, at any time with 30 days’ prior written notice to the Purchaser, at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date, without a redemption premium (which redemption price does not exceed 103% as required by the Bond Ordinance).

6. The Bonds are Term Bonds subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the redemption date, pursuant to the repayment schedule attached hereto as **Exhibit A**.

7. The Town shall pay the costs of issuance of the Bonds in the amount of \$155,000 from available revenue of the Town.

8. The Town will fund a Reserve Fund in the amount of \$2,000,000/\$1,818,820 from available revenue of the Town pursuant to the terms of the Bond Ordinance.

9. The aggregate principal amount of the Bonds is \$20,000,000, which amount does not exceed the \$29,000,000 authorized by the Bond Ordinance.

10. The interest rate of the Bonds is [3.89/4.10]%, which does not exceed the 6.00% authorized by the Bond Ordinance.

11. [10 YEAR OPTION]The maximum annual repayment cost of the Bonds is \$2,465,954.50 occurring in 2024 and the total repayment cost thereof is \$21,723,633.27, which amounts do not exceed the \$3,500,000 and \$42,000,000, respectively, as authorized by the Bond Ordinance.

[15 YEAR OPTION]The maximum annual repayment cost of the Bonds is \$1,818,820 occurring in 2025 and the total repayment cost thereof is \$27,142,382.22, which amounts do not exceed the \$3,500,000 and \$42,000,000, respectively, as authorized by the Bond Ordinance.

12. The final maturity of the Bonds is December 1, 2032/37, which is not later than December 1, 2037, as required by the Bond Ordinance.

13. The purchase price of the Bonds is 100% of the principal amount of the Bonds, which is not less than 99% as required by the Bond Ordinance.

DATED this December 20, 2022.

TOWN OF FIRESTONE, COLORADO

Town Manager

EXHIBIT A

Repayment Schedule

BOND DEBT SERVICE

Water Enterprise Revenue Bonds, Series 2022 Bids
Vectra Bank - 10 Year - DSRF Invested

Dated Date 12/20/2022
Delivery Date 12/20/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2023	-	-	347,938.89	347,938.89	-
12/01/2023	1,595,000	3.890%	389,000.00	1,984,000.00	2,331,938.89
06/01/2024	-	-	357,977.25	357,977.25	-
12/01/2024	1,750,000	3.890%	357,977.25	2,107,977.25	2,465,954.50
06/01/2025	-	-	323,939.75	323,939.75	-
12/01/2025	1,815,000	3.890%	323,939.75	2,138,939.75	2,462,879.50
06/01/2026	-	-	288,638.00	288,638.00	-
12/01/2026	1,885,000	3.890%	288,638.00	2,173,638.00	2,462,276.00
06/01/2027	-	-	251,974.75	251,974.75	-
12/01/2027	1,960,000	3.890%	251,974.75	2,211,974.75	2,463,949.50
06/01/2028	-	-	213,852.75	213,852.75	-
12/01/2028	2,035,000	3.890%	213,852.75	2,248,852.75	2,462,705.50
06/01/2029	-	-	174,272.00	174,272.00	-
12/01/2029	2,115,000	3.890%	174,272.00	2,289,272.00	2,463,544.00
06/01/2030	-	-	133,135.25	133,135.25	-
12/01/2030	2,195,000	3.890%	133,135.25	2,328,135.25	2,461,270.50
06/01/2031	-	-	90,442.50	90,442.50	-
12/01/2031	2,280,000	3.890%	90,442.50	2,370,442.50	2,460,885.00
06/01/2032	-	-	46,096.50	46,096.50	-
12/01/2032	2,370,000	3.890%	46,096.50	2,416,096.50	2,462,193.00
	20,000,000		4,497,596.39	24,497,596.39	24,497,596.39

BOND DEBT SERVICE

Water Enterprise Revenue Bonds, Series 2022 Bids
Vectra Bank - 15 Year - DSRF Invested

Dated Date 12/20/2022
Delivery Date 12/20/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2023	-	-	366,722.22	366,722.22	-
12/01/2023	945,000	4.100%	410,000.00	1,355,000.00	1,721,722.22
06/01/2024	-	-	390,627.50	390,627.50	-
12/01/2024	1,035,000	4.100%	390,627.50	1,425,627.50	1,816,255.00
06/01/2025	-	-	369,410.00	369,410.00	-
12/01/2025	1,080,000	4.100%	369,410.00	1,449,410.00	1,818,820.00
06/01/2026	-	-	347,270.00	347,270.00	-
12/01/2026	1,120,000	4.100%	347,270.00	1,467,270.00	1,814,540.00
06/01/2027	-	-	324,310.00	324,310.00	-
12/01/2027	1,170,000	4.100%	324,310.00	1,494,310.00	1,818,620.00
06/01/2028	-	-	300,325.00	300,325.00	-
12/01/2028	1,215,000	4.100%	300,325.00	1,515,325.00	1,815,650.00
06/01/2029	-	-	275,417.50	275,417.50	-
12/01/2029	1,265,000	4.100%	275,417.50	1,540,417.50	1,815,835.00
06/01/2030	-	-	249,485.00	249,485.00	-
12/01/2030	1,315,000	4.100%	249,485.00	1,564,485.00	1,813,970.00
06/01/2031	-	-	222,527.50	222,527.50	-
12/01/2031	1,370,000	4.100%	222,527.50	1,592,527.50	1,815,055.00
06/01/2032	-	-	194,442.50	194,442.50	-
12/01/2032	1,425,000	4.100%	194,442.50	1,619,442.50	1,813,885.00
06/01/2033	-	-	165,230.00	165,230.00	-
12/01/2033	1,485,000	4.100%	165,230.00	1,650,230.00	1,815,460.00
06/01/2034	-	-	134,787.50	134,787.50	-
12/01/2034	1,545,000	4.100%	134,787.50	1,679,787.50	1,814,575.00
06/01/2035	-	-	103,115.00	103,115.00	-
12/01/2035	1,610,000	4.100%	103,115.00	1,713,115.00	1,816,230.00
06/01/2036	-	-	70,110.00	70,110.00	-
12/01/2036	1,675,000	4.100%	70,110.00	1,745,110.00	1,815,220.00
06/01/2037	-	-	35,772.50	35,772.50	-
12/01/2037	1,745,000	4.100%	35,772.50	1,780,772.50	1,816,545.00
	20,000,000		7,142,382.22	27,142,382.22	27,142,382.22

December 20, 2022

Town of Firestone
9950 Park Avenue
Firestone, Colorado 80504

Zions Bancorporation, National Association
1 South Main Street, 17th Floor
Salt Lake City, Utah 84133

\$20,000,000
Town of Firestone, Colorado
Water Enterprise Revenue Bonds
Series 2022

Ladies and Gentlemen:

We have acted as bond counsel to the Town of Firestone, Colorado (the “Town”), in connection with the issuance of its Water Enterprise Revenue Bonds, Series 2022, in the aggregate principal amount of \$20,000,000 (the “Bonds”), pursuant to an authorizing ordinance of the Board of Trustees of the Town (the Board”) adopted on November 9, 2022 (the “Bond Ordinance”). In such capacity, we have examined the Town’s certified proceedings and such other documents and such law of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Bond Ordinance.

Regarding questions of fact material to our opinions, we have relied upon the Town’s certified proceedings and other representations and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as bond counsel that:

1. The Bonds are valid and binding, special, limited obligations of the Town payable solely from the Net Revenues and from certain funds and accounts pledged therefor under the Bond Ordinance.

2. The Bond Ordinance has been duly adopted by the Board and constitutes a valid and binding obligation of the Town.

3. The Bond Ordinance creates a valid lien on the Net Revenues pledged therein for the security of the Bonds on a parity with the lien thereon of any Parity Bonds. The Bond Ordinance also creates a valid lien on the Bond Fund and the Acquisition Fund for the

security of the Bonds. Except as described in this paragraph, we express no opinion regarding the priority of the lien on the Net Revenues or on the funds and accounts created by the Bond Ordinance.

4. Interest on the Bonds is excludable from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Tax Code"), and interest on the Bonds is not a specific item of tax preference for purposes of the federal alternative minimum tax, however, 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. The opinions expressed in this paragraph assume continuous compliance with the covenants and representations contained in the Town's certified proceedings and in certain other documents or certain other certifications furnished to us.

5. Under laws of the State of Colorado in effect as of the date hereof, the Bonds and the income therefrom are exempt from taxation, except inheritance, estate, and transfer taxes.

The opinions expressed in this opinion letter are subject to the following:

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Ordinance are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

In this opinion letter issued in our capacity as bond counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds except those specifically addressed herein.

No attorney-client relationship has existed or exists between us and anyone other than the Town in connection with the issuance of the Bonds by virtue of this opinion letter. Delivery of this opinion letter to Zions Bancorporation, National Association as purchaser does not establish an attorney-client relationship between the purchaser and this firm. In connection with the issuance of the Bonds, the purchaser has been represented by its general counsel.

Town of Firestone, Colorado
Zions Bancorporation, National Association
December 20, 2022
Page 3

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

BUTLER SNOW LLP

\$20,000,000
Town of Firestone, Colorado
Water Enterprise Revenue Bonds
Series 2022

INDEX OF DOCUMENTS

BASIC DOCUMENTS

1. Bond Ordinance
2. Certificate as to Enterprise Revenue
3. Additional Bonds Certificate
4. Registrar and Paying Agent Agreement

FINANCING DOCUMENTS

5. Proposal of Zions Bancorporation, N.A., as Purchaser
6. Investment Letter
7. Sale Certificate
8. Issue Price Certificate
9. Delivery Certificate and Cross-Receipt

DOCUMENTS FURNISHED BY THE FINANCIAL ADVISOR

10. Certificate of Financial Advisor

DOCUMENTS FURNISHED BY THE TOWN

11. Omnibus Certificate
–Specimen Bond
12. Tax Compliance and No Arbitrage Certificate
13. IRS Form 8038-G
14. Post-Issuance Compliance Procedures

DOCUMENTS FURNISHED BY PAYING AGENT

15. Certificate of UMB Bank, n.a.

MISCELLANEOUS DOCUMENTS

16. Opinion of Butler Snow LLP as Bond Counsel
17. Reliance Letter of Butler Snow LLP to the Purchaser
18. Opinion of Town Attorney
19. Final Pricing Numbers
20. Closing Memorandum

STATE OF COLORADO

)

COUNTY OF WELD

)

) SS.

DELIVERY CERTIFICATE
AND RECEIPT

TOWN OF FIRESTONE

)

)

We, the undersigned, hereby certify that we are, respectively, a duly qualified and acting Authorized Signatory of Zions Bancorporation, N.A. (the “Purchaser”), the Town Manager of the Town of Firestone, Colorado (the “Town”) and that on the date hereof:

(1) At the direction of the Town, the Paying Agent delivered to the Purchaser, registered in such names and denominations as requested by the Purchaser, the Town of Firestone, Colorado, Water Enterprise Revenue Bond, Series 2022, in the aggregate principal amount of \$20,000,000 (the “Bond”). The Bond was issued pursuant to the provisions of an ordinance adopted by the Board of Trustees of the Town on November 9, 2022 (the “Bond Ordinance”). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Bond Ordinance.

(2) The Purchaser shall pay, in immediately available funds, funds in the amount of \$20,000,000 (which represents the par amount of the, as payment in full for the purchase price of the Bonds, which were disbursed to the Town to pay the costs of the Project.

(3) The amount of \$155,000 in available Town funds shall be utilized to pay the costs of issuing the Bonds.

(4) The amount of \$2,000,000/\$1,818,820 in available Town funds shall be held by the Town and deposited into the Reserve Fund.

(5) The Town hereby acknowledges the receipt of the amount specified in (2) above.

IN WITNESS WHEREOF, we have hereunto subscribed our names as of the 20th day of December, 2022.

ZIONS BANCORPORATION, N.A.

By: _____
Authorized Signatory

TOWN OF FIRESTONE, COLORADO

By: _____
Town Manager

[Signature Page to Delivery Certificate and Cross-Receipt]

**TOWN OF FIRESTONE, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2022**

OMNIBUS CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor, Town Clerk, Town Manager, and Finance Director of the Town of Firestone, Colorado (the “Town”) that:

1. The Town is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado.
2. The Town, as originally incorporated, has never been consolidated with or annexed to any other municipality. No territory has been disconnected from the Town as originally incorporated.
3. This Certificate is being delivered in connection with the authorization and issuance of the Town of Firestone, Colorado, Water Enterprise Revenue Bond, Series 2022 (the “Bond”) pursuant to Ordinance No. 1021 of the Board of the Town, adopted on November 9, 2022 (the “Bond Ordinance”), authorizing the issuance of a Bond to Zions Bancorporation, N.A. (the “Purchaser”) pursuant to the Bond Ordinance, and a sale certificate confirming same (the “Sale Certificate” and together with the Bond, and the Bond Ordinance, the “Financing Documents”).
4. The water system of the Town qualifies as an “enterprise” pursuant to article X, section 20 of the Colorado Constitution (“TABOR”). The Enterprise did not receive in fiscal year 2021 amounts which constitute a “grant” from a state or local government entity for purposes TABOR in excess of 10% of its annual revenues from in grants from all Colorado state and local governments combined.
5. From June 1, 2022, up to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Board of the Town:

Mayor:	Drew Peterson
Mayor Pro Tem:	Frank A. Jimenez
Trustees:	Don Conyac
	Sean Doherty
	Matt Holcomb
	Douglas Sharp
	David Whelan
 Town Manager:	 A.J. Krieger
Director of Finance:	Jessica Clanton
Acting Town Clerk:	Miriam Luna Gonzalez
Town Attorney:	Williamson & Hayashi, LLC

6. There is no reason within our knowledge why the Town may not deliver the Bond in the maximum principal amount of \$20,000,000.

7. Subsequent to the authorization to issue the Bonds, the Town has not pledged or otherwise encumbered the revenues derived from its municipal water system (the “System”) and there are no liens or encumbrances of any kind or description against the System, except the liens or encumbrances permitted by the Ordinance No. 973 duly passed and adopted by the Board on May 27, 2020 (the “2020 Bond Ordinance”) authorizing the Town’s Water Enterprise Revenue Bonds, Series 2020 (the “2020 Bonds”).

8. There is no litigation of any nature now pending or threatened insofar as known to the undersigned (either in state or federal courts):

(a) Restraining or enjoining the issuance, sale, execution or delivery of the Bond, or any portion thereof, or the fixing and collection of the rates, charges and other revenues derived from the operation and use of the System (such revenues being defined in the Bond Ordinance as the “Gross Revenues”), after provision is made for the payment of the Operation and Maintenance Expenses (as defined in the Bond Ordinance) of the System (the Gross Revenues thereafter remaining being the “Net Revenues”), or the payment of the principal of, premium, if any, or interest on the Bond, or any other securities payable therefrom (the “Bond Requirements”), as the Net Revenues is pledged to pay the Bond Requirements, or the use of the proceeds of the Bond to provide a portion of the funds for the Project (as defined in the Bond Ordinance) or the pledge of the proceeds of the Bond as provided in the Bond Ordinance, or affecting in any way the right or authority of the Town to pay the Bond Requirements, or otherwise carrying out the terms

and provisions of the Financing Documents and otherwise concerning the Bond and the covenants and agreements therein;

(b) In any manner questioning, contesting or otherwise affecting the authority or proceedings for the issuance, sale, execution or delivery of the Bond, or questioning, contesting or otherwise affecting, directly or indirectly, the validity thereof, or their sale, or, any provisions made or authorized for the payment of the Bond as provided in the Bond Ordinance;

(c) In any manner questioning the authority and proceedings for or affecting in any way the right or authority of the Town to carry out the terms and provisions of the Paying Agent Agreement dated as the date of delivery of the Bond (the “Paying Agent Agreement”) between the Town and UMB Bank, n.a.; or

(d) In any manner questioning, contesting or otherwise affecting the power of the Town, or otherwise, to carry out the Project, as provided in the Financing Documents.

9. Neither the corporate existence, nor the boundaries of the Town, nor the titles of any of its present officers to their respective offices including, without limitation, the members and officers of the Board, is being contested.

10. The adoption of the Bond Ordinance and the execution, delivery and performance by the Town of the Bond, the Paying Agent Agreement, and the other agreements contemplated by the Bond Ordinance under the circumstances contemplated by the Bond Ordinance and the compliance by the Town with the provisions thereof will not conflict with or constitute on the part of the Town a breach of or a default under any existing law, court or administrative regulation, deed or order or any agreement, resolution, indenture, mortgage, lease or other instrument to which the Town is subject or by which it is bound.

11. Regular meetings of the Board are scheduled to be held on the second and fourth Wednesday of each month. All portions of the meetings of the Board pertaining to the Bond, the Project and the Gross Revenues have been open to the public at all times and all such meetings have been called and conducted in compliance with the Colorado laws applying to open meetings of local governments.

12. No referendum petition concerning the Bond Ordinance or other proceedings concerning the Project, the System, the Gross Revenues or the Bond has been filed and, to the best of our knowledge, none is being circulated or planned for circulation.

13. At the time of the adoption of the Bond Ordinance, the Town was not, nor is it now, in default in making any payments required by the 2020 Bonds, payable from the Net Revenues.

14. To the best of our knowledge, neither the Mayor nor any member of the Board, nor any other officer, employee or any other agent of the Town is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed pertaining to the issuance of the Bonds or the carrying out of the Project.

15. On the date hereof, the undersigned Mayor delivered to the Purchaser, a single fully registered bond in the principal amount of \$20,000,000 and received from the Purchaser the amount of \$20,000,000, in accordance with the proposal.

16. The Bond has not been issued prior to the date hereof.

17. There is no reason within our knowledge why the Town may not deliver the Bond.

18. The Town Manager states and affirmed that he has caused:

(a) The Purchaser shall pay, in immediately available funds, funds in the amount of \$20,000,000 (which represents the par amount of the, as payment in full for the purchase price of the Bonds, which were disbursed to the Town to pay the costs of the Project.

(b) The amount of \$155,000 in available Town funds shall be utilized to pay the costs of issuing the Bonds.

(c) The amount of \$2,000,000/\$1,818,820 in available Town funds shall be held by the Town and deposited into the Reserve Fund.

19. Attached hereto as Exhibit A is a specimen of the Bond.

20. This certificate is for the benefit of the owner of the Bond.

WITNESS our hands and the corporate seal of the Town this December 20, 2022.

(SEAL)

TOWN OF FIRESTONE, COLORADO

Mayor

Town Clerk

Town Manager

Finance Director

EXHIBIT A
(Specimen Bond)

CERTIFICATE OF THE FINANCIAL ADVISOR

IT IS HEREBY CERTIFIED by the undersigned on behalf of PIPER SANDLER & CO., as the Financial Advisor (the “Financial Advisor”) with respect to the issuance and sale by the Town of Firestone, Colorado (the “Town”), of its “Water Enterprise Revenue Bond, Series, 2022” (the “Bond”) as follows:

1. We acknowledge delivery to ZIONS BANCORPORATION, N.A. (the “Purchaser”) of the Bond in the principal amount of \$20,000,000, bearing interest and maturing as provided in the ordinance adopted on November 9, 2022 (the “Ordinance”) by the Board of the Town, and the Sale Certificate described therein. Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Ordinance.

2. The yield on the Bond is 3.8903/4.1002%.

3. The information set forth in Sections 21(b) and 21(d) of Internal Revenue Service Form 8038-G executed by the Enterprise on the date hereof is true and correct.

4. The certifications set forth in paragraphs 2 and 3 above are provided for informational purposes only. To the extent that we provided the Enterprise and bond counsel with certain computations that show a yield, issue price, weighted average maturity and certain other information with respect to the Bond, these computations are provided for informational purposes and are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel. The Enterprise and its bond counsel may rely on these certifications in concluding that the Bond meets certain requirements of the Internal Revenue Code of 1986 as amended (the “Code”), relating to tax-exempt bonds, however, nothing herein represents our interpretation of any law, including the Code, or any regulations and we are not providing any interpretations of law or regulations in executing and delivering this certificate.

DATED as of December 20, 2022.

PIPER SANDLER & CO.

By: _____
Financial Advisor

December 20, 2022

VIA FEDERAL EXPRESS

Internal Revenue Service Center
Ogden Campus
1973 Rulon White Blvd.
Ogden, Utah 84201

\$20,000,000
Town of Firestone, Colorado
Water Enterprise Revenue Bond
Series 2022

Ladies and Gentlemen:

Enclosed for filing is an executed Internal Revenue Service Form 8038-G relating to the above-captioned bond issue.

Thank you for your assistance.

Sincerely,

Kimberley K. Crawford

KKC/jw
Enclosure

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.e

Discussion/Action

Meeting Date: December 14, 2022

Initiated By:

Dept: Administration

AGENDA TITLE

Development Impact Fees

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	11,494.50	Direct Deposit Net	517,143.24	Informational	0.00
1-06	PD Shift Supervisor	13.00	Net	3,304.04	Fringe Benefits	1204.20
2-00	Overtime Pay	128.50	3rd Party Pay Net	129.18		
3-00	Paid Time Off & EIB	1,948.32				
5-00	Call Outs	22.00				
5-03	Standby	0.00				
7-00	HolidayTO, Holiday Wrk	72.00				
8-10	PD Grant/Contracts	5.00				
8-00	Miscellaneous Pay	16.00				
8-25	Reserve Active Duty	160.00				
8-26	PHE - Public Health Emerg	40.00				
8-27	Leave of Absence wo Pay	139.93				
9-01	Comp Time Earned	71.00				
9-02	Comp Time Used	14,156.25				
	Grand Totals:	<u>28,266.50</u>		<u>520,576.46</u>		<u>1204.20</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	646,313.57	8-16	Employee Bonus	0.00	61-02	HSA7300	-8,411.84
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-2,478.30
1-04	Temporary	0.00	8-25	Reserve Active Duty	0.00	61-11	FSA- Limited Purpose	-434.16
1-06	PD Shift Supervisor	847.50	8-26	PHE - Public Health Emergenc	1,824.00	61-12	FSA - Medical	-2,489.94
2-00	Overtime	7,785.24	9-02	Comp Time	2,628.31	62-00	Dental Insurance	0.00
3-01	PTO	47,201.40	19-00	3rd Party Pay	131.04	63-00	Vision	0.00
3-05	PTO Payout	6,082.46	21-02	Cell Phone Stipend	225.00	64-97	Critical Illness Insurance	-965.90
3-10	Contract PTO	0.00	22-01	Benefit Stipend	396.60	64-98	Vol/ADD, Sps,Chld LIFE	-2,057.96
4-01	EIB	961.77	30-04	Life Ins > 50k	1,204.20	64-99	Accident Insurance	-934.59
5-01	Call Outs	558.76	50-01	FPPA 457	-2,123.91	70-01	Misc Deduction	0.00
5-02	PD Call Outs	182.40	50-02	FPPA PD Pension	-26,128.45	70-02	Child Support	-837.50
5-03	Standby	0.00	50-03	FPPA ROTH	-350.00	70-03	Garnishment	0.00
7-01	Holiday Time Off	3,036.36	51-01	PERA	-43,287.35	70-04	Equipment	-419.59
7-02	Holiday Work SW	0.00	51-02	PERA+457	-943.88	70-05	ICMA Loan Payment	0.00
7-03	Holiday Work NSW	0.00	51-03	PERA Life	-108.50	74-00	Soc Sec	0.00
8-01	Misc Pay	0.00	51-05	PERA 401k	-1,235.73	75-00	Medicare	-10,255.87
8-02	Retro Pay	1,612.75	51-07	PERA 457 Roth	-1,023.08	76-00	FWT	-69,473.58
8-04	Bereavement	582.12	52-01	Mission Square 401a	-250.00	77-00	SWT	-24,746.00
8-06	Snow Day	0.00	52-02	Mission Sq 457b-PreTax	-548.58	79-00	3rd Party Medicare	-1.86
8-08	Pd Admin Leave	0.00	52-04	MissionSqu 457b-PostTax	-184.61	85-00	Net Pay - check	3,304.04
8-10	PD Grant	342.00	60-00	Health Insurance	0.00	86-00	Dir Deposit	517,143.24
8-12	Jury Duty	0.00	61-01	HSA3650	-1,910.66	89-00	3rd Party Net	-129.18
8-13	Military Leave	0.00						

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	20,714.59	61-02	HSA7300	6,300.00	75-00	Medicare	10,257.77
51-01	PERA	70,846.82	62-00	Dental Insurance	7,878.17	91-00	Long Term Disability	1,768.23
51-04	PERA AED/SAED	597.70	63-00	Vision Insurance	1,407.64	92-00	Short Term Disability	2,316.26
52-01	Mission Square 401a	0.00	64-97	Critical Illness Insurance	9.80	93-00	Police Pension	6,861.50
52-02	Mission Sq 457b-PreTax	1,938.46	64-98	Vol/ADD, Sps,Chld LIFE	15.90	94-00	Basic Life & AD&D	1,396.42
60-00	Health Insurance	122,947.76	64-99	Accident Insurance	24.78	95-01	Employee Asst Plan	717.20
61-01	HSA3650	2,700.00	74-00	Social Security	0.00	98-00	State Unemployment	1,418.73

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	646.80
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	630.00
Total ACE HARDWARE OF FIRESTONE:	12.99
Total ADAMSON POLICE PRODUCTS:	136.79
Total AIMS JUNIOR COLLEGE DISTRICT:	69.32
Total AIRGAS INC:	176.89
Total ALERUS (EMP FND/CLAIM REIMB):	680.00
Total ALERUS (FEE FUND):	371.80
Total ALERUS (WKLY CARD FUND):	1,795.99
Total ALERUS (COBRA):	83.50
Total ALLVOICES:	4,500.00
Total AMAZON:	6,655.13
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total APEX SHREDDING, INC.:	135.00
Total APPAREL ON TARGET:	142.00
Total ASPHALT SPECIALTIES CO., INC.:	330.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	3,015.90
Total B K TIRE, INC:	2,695.92
Total BAREFOOT RESIDENTIAL LLC:	182.32
Total BC INTERIORS:	2,335.10
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total BLUE TO GOLD LLC:	225.00
Total BRANNAN SAND & GRAVEL CO llc:	773,468.59
Total BUDGET CONFERENCING:	119.79
Total CARBON VALLEY RECREATION DISTRICT-FURA:	31,001.20
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	172,653.83
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	29,400.00
Total CENTURY LINK:	673.20
Total CHALLENGE ENTERTAINMENT ENTERPRISES:	250.00
Total CHASE PAYMENTNET:	91,944.22
Total CHECK-IT CODE CONSULTING LLC:	6,774.82
Total CHICAGO TITLE (WSTMN):	44.18
Total CIGNA HEALTH & LIFE INSURANCE CO:	127,845.79
Total CINTAS FIRST AID & SAFETY:	732.37
Total CIRSA:	7,101.87
Total CIVIC PLUS, INC:	390.00
Total CMI, Inc:	46.47
Total CMJA:	175.00

Name	Total Paid
Total COLORADO CIVIL GROUP INC.:	32,111.50
Total COLORADO JUMPS DBA AIRBOUND:	4,355.00
Total COLORADO MATERIALS, INC:	354.24
Total COLORADO STATE TREASURER:	4,864.15
Total CORE & MAIN LP:	309.69
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	84.42
Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST:	195.12
Total DANA KEPNER COMPANY INC.:	6,785.30
Total DBC IRRIGATION SUPPLY:	14,619.42
Total DELTA DENTAL OF COLORADO, INC:	7,853.98
Total DESIGN CONCEPTS CLA, INC:	2,756.00
Total DITESCO LLC:	13,023.38
Total DUMMIES UNLIMITED:	2,033.26
Total E&G Terminal, Inc:	26.56
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	652.91
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	30,272.39
Total E-Z EXCAVATING INC:	8,550.00
Total FACTORY MOTOR PARTS CO.:	6.36
Total FASTENAL COMPANY:	38.53
Total FERGUSON WATERWORKS #1116:	636.64
Total FIDELITY NATIONAL TITLE-LONGMONT:	36.92
Total FIRST AMERICAN TITLE CO:	246.24
Total FRANCE PUBLICATIONS, INC:	1,700.00
Total FREDERICK-FIRESTONE FIRE-FURA:	98,933.98
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	524.75
Total FRONTIER BUSINESS PRODUCTS:	2,955.30
Total FRONTIER PRECISION INC:	667.59
Total FUZION FIELD SERVICES LLC:	1,255.71
Total G & G EQUIPMENT INC:	53.14
Total GLOCK PROFESSIONAL, INC:	1,909.00
Total GO LAW ENFORCEMENT LLC:	120.00
Total GOODHIRE:	205.20
Total GRAINGER:	17,206.35
Total GREEN GIRL RECYCLING SERVICES:	175.00
Total GROUND SOLUTIONS:	6,006.25
Total HAYASHI & MACSALKA, LLC:	7,511.00
Total HERITAGE TITLE - TUFTS:	257.53
Total High Plains Library District - FURA:	22,834.80
Total HIGHWAY 119 METRO DISTRICT #2:	393.05

Name	Total Paid
Total INTEGRATED WATER SERVICES, INC:	52,171.80
Total INTERMOUNTAIN SALES OF DENVER, INC.:	860.00
Total INTERSTATE BATTERY OF THE ROCKIES:	139.95
Total INTERSTATE FORD:	335.75
Total JOSHUA BOBB:	1,170.00
Total KATHLEEN A. OATIS:	1,250.00
Total KENZ & LESLIE DISTRIBUTING CO.:	980.30
Total KG CLEAN INC:	5,500.28
Total KING CHEVROLET BUICK GMC:	185.75
Total KINSCO, LLC:	7,227.04
Total L.A.W.S.:	2,592.68
Total LAND TITLE:	34.02
Total LAND TITLE-FT COLLINS:	176.58
Total LAND TITLE-LONGMONT:	82.81
Total LANGUAGELINE SOLUTIONS:	20.65
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	25,839.24
Total LENNAR COLORADO:	168.76
Total LEONARD RICE ENGINEERS, INC:	59,615.61
Total LEXISNEXIS RISK SOLUTIONS:	2,866.66
Total LITTLE THOMPSON WATER DISTRICT:	1,526.11
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total MAC EQUIPMENT INC LONGMONT:	13,999.00
Total MAIN STREET MAT COMPANY, INC:	614.32
Total MCGRANE WATER ENGINEERING, LLC:	9,130.75
Total MCI:	56.57
Total MIGUEL IRAOLA:	200.00
Total MILLER GROUNDWATER ENGINEERING, LLC:	11,410.00
Total MISC VENDOR:	510.00
Total MOORE IACOFANO GOLTSMAN, INC:	11,243.22
Total MUTUAL OF OMAHA INSURANCE CO:	9,888.77
Total NEIGHBORS POINT METRO DISTRICT:	30,953.53
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	763.20
Total NEW IPT INC:	2,228.50
Total NOCO MOBILE GAMING LLC:	468.80
Total NORTHERN COLORADO CONSTRUCTORS, INC:	172,218.31
Total Northern Colorado Water Cons. Dist.-FURA:	7,177.57
Total NP125 Metropolitan District - FURA:	48,203.88
Total O.J. WATSON COMPANY, INC.:	51,368.00
Total ODP BUSINESS SOLUTIONS LLC:	174.50

Name	Total Paid
Total O'REILLY AUTO PARTS:	789.55
Total PB LOADER CORPORATION:	133,418.00
Total PERFORMANCE EQUIPMENT SERVICE:	4,897.47
Total PINNACOL ASSURANCE:	787.21
Total POWER TURF RENOVATION LLC:	19,985.00
Total PRAIRIE MOUNTAIN PUBLISHING:	26.97
Total PUREWATER DYNAMICS, INC:	371.14
Total QUICK-SET AUTO GLASS:	335.00
Total RED WING SHOE STORE:	279.48
Total RESTITUTION / COURT REFUNDS:	200.00
Total REXEL USA, INC:	859.49
Total RICHDELL CONSTRUCTION INC:	18,075.65
Total RICHMOND AMERICAN HOMES:	89.82
Total RIPTIDE CAR & PET WASH:	431.75
Total SAFE BUILT COLORADO INC:	11,295.36
Total SAFELITE FULFILLMENT, INC:	754.97
Total SAFETY AND CONSTRUCTION SUPPLY INC:	1,355.65
Total SAFETY-KLEEN SYSTEMS, INC:	9,881.23
Total SHORT D'S LLC:	1,000.00
Total SIMPLIFILE:	60.50
Total SKYVIEW MEADOWS METRO DIST:	4,114.29
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	5,398.46
Total ST VRAIN SANITATION DISTRICT:	124.12
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	231,907.64
Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA:	32.14
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	275,966.68
Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA:	31.32
Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA:	5.59
Total St. Vrain Sanitation District - FURA:	3,359.36
Total STANTEC CONSULTING SERVICES INC:	16,853.05
Total STATE OF COLORADO:	350.00
Total STEVE BALCEROVICH:	1,250.00
Total Sturgeon Electric Company:	900.00
Total SUMMIT DATA PROTECTION LLC:	19,125.00
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	256.28
Total THE SPRINGS METROPOLITAN DISTRICT:	39.71
Total THOMSON REUTERS-WEST:	221.45
Total TIMBER LINE ELECTRIC & CONTROL CORP:	23,000.00
Total TIMBERLAN, INC:	22,908.00

Name	Total Paid
Total TISCHLERBISE INC:	8,872.00
Total TLTC DISTRIBUTING LLC:	250.50
Total TRAFFIC SIGNAL CONTROLS, INC:	1,136.00
Total TRIDENT SECURITY SYSTEMS INC:	1,830.00
Total TRI-TECH FORENSICS INC:	247.00
Total UME CUSTOM EMBROIDERY:	2,299.11
Total UNIVERSITY AUTO PARTS, INC:	7,837.98
Total UTILITY NOTIFICATION CENTER OF COLORADO:	444.60
Total UTILITY REFUNDS -1:	158.94
Total VALLI INFORMATION SYSTEMS:	2,928.62
Total VANCE BROTHERS INC:	7,296.00
Total VELOCITY POWER LLC:	730.00
Total Verizon Connect NWF INC:	439.01
Total VERIZON WIRELESS:	350.84
Total VIA MOBILITY SERVICES:	5,520.00
Total VISION SERVICE PLAN - VSP:	1,440.40
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	23,888.32
Total WAGNER EQUIPMENT CO.:	59.08
Total WAGNER WELDING SUPPLY CO.:	113.34
Total WATER TECHNOLOGY GROUP:	91,025.20
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	53,447.21
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	730.00
Total WELD COUNTY SCHOOL DIST RE-1 (FURA):	83.32
Total WESTERN PAPER DISTRIBUTORS:	797.46
Total WEX BANK:	14,798.68
Total WICKHAM TRACTOR CO, Inc:	2,041.16
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	80.00
Total WROBOTRONIC ENTERTAINMENT:	550.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,325.71
Total Zivaro Inc:	1,106.26
Grand Totals:	3,139,704.42

Name	Total Paid
MISC VENDOR	
Total AMAZING GATES OF COLORADO:	400.00
Total LAPHAM LAW FIRM:	60.00
Total Soderburg Roofing:	50.00
Grand Totals:	510.00

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	11,124.30	Direct Deposit Net	529,176.64	Informational	0.00
1-06	PD Shift Supervisor	22.00	Net	0.00	Fringe Benefits	1222.94
2-00	Overtime Pay	139.50	3rd Party Pay Net	0.00		
3-00	Paid Time Off & EIB	1,784.82				
5-00	Call Outs	10.00				
5-03	Standby	0.00				
7-00	HolidayTO, Holiday Wrk	792.50				
8-10	PD Grant/Contracts	5.00				
8-00	Miscellaneous Pay	32.00				
8-25	Reserve Active Duty	40.00				
8-26	PHE - Public Health Emer	139.00				
8-27	Leave of Absence wo Pay	0.00				
9-01	Comp Time Earned	119.25				
9-02	Comp Time Used	137.50				
Grand Totals:		<u>14,345.87</u>		<u>529,176.64</u>		<u>1222.94</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	637,618.22	8-16	Employee Bonus	0.00	61-02	HSA7300	-8,426.84
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-2,478.30
1-04	Temporary	0.00	8-25	Reserve Active Duty	0.00	61-11	FSA- Limited Purpose	-371.66
1-06	PD Shift Supervisor	1,475.61	8-26	PHE - Public Health Emergenc	4,306.96	61-12	FSA - Medical	-2,489.94
2-00	Overtime	7,717.15	9-02	Comp Time	3,896.30	62-00	Dental Insurance	-12.43
3-01	PTO	51,094.73	19-00	3rd Party Pay	0.00	63-00	Vision	-8.00
3-05	PTO Payout	124.71	21-02	Cell Phone Stipend	325.00	64-97	Critical Illness Insurance	-973.90
3-10	Contract PTO	773.76	22-01	Benefit Stipend	462.70	64-98	Vol/ADD, Sps,Chld LIFE	-1,963.83
4-01	EIB	0.00	30-04	Life Ins > 50k	1,222.94	64-99	Accident Insurance	-1,001.13
5-01	Call Outs	233.38	50-01	FPPA 457	-2,147.08	70-01	Misc Deduction	0.00
5-02	PD Call Outs	91.20	50-02	FPPA PD Pension	-27,249.22	70-02	Child Support	-837.50
5-03	Standby	0.00	50-03	FPPA ROTH	-350.00	70-03	Garnishment	0.00
7-01	Holiday Time Off	15,980.59	51-01	PERA	-43,471.65	70-04	Equipment	-239.60
7-02	Holiday Work SW	5,140.77	51-02	PERA+457	-943.82	70-05	ICMA Loan Payment	0.00
7-03	Holiday Work NSW	357.27	51-03	PERA Life	-108.50	74-00	Soc Sec	0.00
8-01	Misc Pay	0.00	51-05	PERA 401k	-1,321.42	75-00	Medicare	-10,422.91
8-02	Retro Pay	639.36	51-07	PERA 457 Roth	-1,023.08	76-00	FWT	-70,503.31
8-04	Bereavement	291.06	52-01	Mission Square 401a	-250.00	77-00	SWT	-25,194.00
8-06	Snow Day	0.00	52-02	Mission Sq 457b-PreTax	-550.00	79-00	3rd Party Medicare	0.00
8-08	Pd Admin Leave	0.00	52-04	MissionSqu 457b-PostTax	-192.30	85-00	Net Pay - check	0.00
8-10	PD Grant	342.00	60-00	Health Insurance	-497.77	86-00	Dir Deposit	529,176.64
8-12	Jury Duty	816.48	61-01	HSA3650	-1,870.66	89-00	3rd Party Net	0.00
8-13	Military Leave	0.00						

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	20,996.10	61-02	HSA7300	6,150.00	75-00	Medicare	10,422.91
51-01	PERA	71,148.41	62-00	Dental Insurance	7,808.29	91-00	Long Term Disability	1,739.72
51-04	PERA AED/SAED	597.70	63-00	Vision Insurance	1,418.17	92-00	Short Term Disability	2,275.29
52-01	Mission Square 401a	0.00	64-97	Critical Illness Insurance	4.90	93-00	Police Pension	7,068.30
52-02	Mission Sq 457b-PreTax	1,938.46	64-98	Vol/ADD, Sps,Chld LIFE	7.95	94-00	Basic Life & AD&D	1,385.22
60-00	Health Insurance	126,396.78	64-99	Accident Insurance	12.39	95-01	Employee Asst Plan	710.68
61-01	HSA3650	2,600.00	74-00	Social Security	0.00	98-00	State Unemployment	1,442.15

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	12,520.00
Total AB Litigation Services:	2,656.35
Total ABS CONCRETE INC:	18,456.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	192.03
Total ADAMSON POLICE PRODUCTS:	2,016.86
Total AIRGAS INC:	45.28
Total ALAN PLUMMER AND ASSOCIATES, INC:	77,501.66
Total ALERUS (EMP FND/CLAIM REIMB):	860.03
Total ALERUS (FEE FUND):	379.90
Total ALERUS (WKLY CARD FUND):	886.09
Total AMAZON CAPITAL SERVICES:	3,142.00
Total AMERICAN ARBORIST SERVICE:	2,800.00
Total ANDERSON CONSULTING ENGINEERS, INC:	24,997.25
Total APEX SHREDDING, INC.:	45.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	3,531.76
Total BAREFOOT RESIDENTIAL LLC:	90.86
Total Black Hills Energy:	4,669.64
Total BLUESCOPE CONSTRUCTION INC:	42,585.12
Total BRANNAN SAND & GRAVEL CO llc:	75,943.35
Total CANYON TITLE (FT COLLINS):	13.24
Total CELEGANS LABS INC:	11,952.50
Total CENTRAL WELD COUNTY WATER DISTRICT:	58.54
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	105,726.47
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	9,800.00
Total CENTURY LINK:	672.16
Total CESARE, INC:	272.00
Total CHASE PAYMENTNET:	57,055.96
Total CHECK-IT CODE CONSULTING LLC:	13,945.33
Total CINTAS FIRST AID & SAFETY:	429.85
Total CIRSA:	11,514.18
Total CIVIC PLUS, INC:	3,550.99
Total COLORADO CIVIL GROUP INC.:	31,922.00
Total COLORADO GEOLOGICAL SURVEY:	862.24
Total COLORADO MATERIALS, INC:	2,228.14
Total COLORADO MUNICIPAL LEAGUE:	1,868.00
Total DANA KEPNER COMPANY INC.:	2,026.02
Total DITESCO LLC:	9,190.38
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,979.93

Name	Total Paid
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	27,631.98
Total ENVIROTECH SERVICES INC.:	19,011.21
Total FASTENAL COMPANY:	1,695.98
Total FEDEX:	9.00
Total FIRST AMERICAN TITLE CO:	25.23
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	12.37
Total FIT FOR YOU LLC:	280.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	362.00
Total FRONTIER BUSINESS PRODUCTS:	16.87
Total FUZION FIELD SERVICES LLC:	7,649.98
Total G & G EQUIPMENT INC:	1,287.50
Total GOLF & SPORT SOLUTIONS:	7,952.68
Total GOVERNMENTJOBS.COM, INC:	247.21
Total GRAINGER:	861.14
Total GREEN GIRL RECYCLING SERVICES:	175.00
Total GROUND SOLUTIONS:	8,470.00
Total HALCYON DESIGN LLC:	10,366.40
Total HARDLINE EQUIPMENT LLC:	6,942.71
Total HAYASHI & MACSALKA, LLC:	15,133.00
Total HERITAGE TITLE-LONGMONT:	34.88
Total I BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total INTERNATIONAL COUNCIL OF SHOPPING CENTER:	6,200.00
Total INTERSTATE BATTERY OF THE ROCKIES:	833.50
Total INTERSTATE FORD:	1,770.71
Total JONES, STEPHEN:	1,100.00
Total JOSHUA BOBB:	1,305.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	5,500.28
Total KING CHEVROLET BUICK GMC:	527.04
Total KINSCO, LLC:	2,610.74
Total LAND TITLE-DENVER-2:	45.08
Total LANGUAGELINE SOLUTIONS:	3.28
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	33,744.22
Total LEFTA SYSTEMS:	5,457.00
Total LENNAR COLORADO:	99,150.27
Total LEXISNEXIS RISK SOLUTIONS:	766.66
Total LIFE STORIES:	250.00
Total LITTLE THOMPSON WATER DISTRICT:	1,587.39
Total LONGMONT HUMANE SOCIETY:	1,225.00

Name	Total Paid
Total MAC EQUIPMENT INC LONGMONT:	1,375.95
Total MAIN STREET MAT COMPANY, INC:	563.23
Total MCCI, LLC:	3,847.50
Total MCGRANE WATER ENGINEERING, LLC:	4,051.50
Total MIGUEL IRAOLA:	200.00
Total MILLER GROUNDWATER ENGINEERING, LLC:	16,420.00
Total MISC VENDOR:	2,000.00
Total MISSIONSQUARE RETIREMENT:	250.00
Total MOORE IACOFANO GOLTSMAN, INC:	10,560.30
Total MORGAN STANLEY SMITH BARNEY LLC:	4,566.58
Total MUTUAL OF OMAHA INSURANCE CO:	11,308.80
Total ODP BUSINESS SOLUTIONS LLC:	126.65
Total O'REILLY AUTO PARTS:	1,476.68
Total PERFORMANCE EQUIPMENT SERVICE:	12,566.13
Total POTABLE DIVERS INC:	3,000.00
Total PRAIRIE MOUNTAIN PUBLISHING:	26.97
Total PUREWATER DYNAMICS, INC:	828.73
Total QUICK-SET AUTO GLASS:	310.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total RESTITUTION / COURT REFUNDS:	3,425.00
Total RIPTIDE CAR & PET WASH:	541.50
Total RUBINBROWN LLP:	19,700.00
Total SAFE BUILT COLORADO INC:	9,092.00
Total SAFETY AND CONSTRUCTION SUPPLY INC:	2,378.55
Total SHERWIN WILLIAMS CO.:	32.36
Total SIMPLIFILE:	50.50
Total SMART SOLUTIONS GROUP INC:	1,000.00
Total SPLIT RAIL FENCE CO, LLC:	26,685.50
Total SPROUT SOCIAL INC:	3,600.00
Total STEVE BALCEROVICH:	1,250.00
Total THOMSON REUTERS-WEST:	221.45
Total TIMBER LINE ELECTRIC & CONTROL CORP:	21,387.00
Total TIMBERLAN, INC:	22,908.00
Total TISCHLERBISE INC:	10,217.00
Total TLTC DISTRIBUTING LLC:	1,075.50
Total TOP NOTCH ELECTRIC, LLC:	1,483.79
Total TRAFFIC SIGNAL CONTROLS, INC:	364.00
Total TRIDENT SECURITY SYSTEMS INC:	4,869.00
Total UME CUSTOM EMBROIDERY:	840.32

Name	Total Paid
Total UNITED POWER-BRIGHTON:	4,350.00
Total UNIVERSITY AUTO PARTS, INC:	1,128.07
Total US NIGHT VISION CORPORATION:	8,425.00
Total UTILITY NOTIFICATION CENTER OF COLORADO:	455.00
Total UTILITY REFUNDS -1:	16.20
Total VALLI INFORMATION SYSTEMS:	2,753.93
Total VIA MOBILITY SERVICES:	5,040.00
Total VISION SERVICE PLAN - VSP:	1,393.91
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	43,698.18
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WELD COUNTY DETENTION CENTER:	30.30
Total WESTERN ENVIRONMENT AND ECOLOGY INC:	3,800.00
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WEX BANK:	13,954.77
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	389.95
Total WICKHAM TRACTOR CO, Inc:	101.38
Total WINWATER DENVER CO COMPANY:	906.25
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,436.60
Total ZOOM VIDEO COMMUNICATIONS:	299.80
Grand Totals:	1,110,166.93

Name	Total Paid
MISC VENDOR	
Total GOLDEN TRIANGLE CONSTRUCTION:	2,000.00
Grand Totals:	2,000.00