



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

March 8, 2023
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 February 8, 2023 BOT Regular Meeting Minutes
 - b. **Resolution 23-27:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VECTOR DISEASE CONTROL INTERNATIONAL LLC FOR INTEGRATED MOSQUITO MANAGEMENT SERVICES
 - c. **Ordinance 1023:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 2.50 OF THE FIRESTONE MUNICIPAL CODE REGARDING UNCLAIMED PROPERTY
 - d. **Resolution 23-28:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION
 - e. **Resolution 23-29:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE APPOINTMENT OF

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

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

TIMOTHY SPIEGELBERG AND JACI DAGGETT AS REGULAR MEMBERS TO
THE TOWN OF FIRESTONE PLANNING AND ZONING COMMISSION

- f. **Resolution 23-30:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE APPOINTMENT OF PATRICK HANAFIN AS A REGULAR MEMBER TO THE TOWN OF FIRESTONE PLANNING AND ZONING COMMISSION

6. Presentation

- a. Police Department Awards

7. Land Development

- a. **PUBLIC HEARING: Resolution 23-26:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSOLIDATED SERVICE PLAN FOR THE DENMORE METROPOLITAN DISTRICT NOS. 1-5

8. Discussion/Action

- a. Dog Park Closure Discussion
b. Central Park Discussion
c. Frederick-Firestone Protection District Discussion

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

10. Reports

- a. Mayor
b. Trustees
c. Staff

10.c.i. Pavement Management Update

10.c.ii. Neighbors Point Traffic Study Update

11. Executive Session

* 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.

- a. An Executive Session regarding the Town of Firestone's Water Service Agreement with Central Weld County Water District for the purposes, pursuant to C.R.S. 24-6-402(4)(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators and pursuant to C.R.S. 24-6-402(4)(b) for conferences with legal counsel for the Town for the purpose of receiving legal advice on specific legal questions.

12. Adjournment

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: March 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of February 8, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

Staff recommends approval of February 8, 2023 BOT Regular Meeting Minutes

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. February 8, 2023 BoT Meeting

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
February 8, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on February 8, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac - **EXCUSED**
David Whelan
Matt Holcomb
Sean Doherty - **EXCUSED**
Doug Sharp

Staff: **Present:** Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Marty Ostholhoff, Planning Manager; Bryce Borders, Deputy Chief of Police; Kristi K. Bashor, Town Clerk; AJ Krieger, Town Manager; Chris Morrison, Director of Accounting; & Keith Martin, Town Attorney.

2. Pledge of Allegiance

Mayor Peterson led the Pledge of Allegiance

3. Approval of Agenda

Motion by Trustee Whelan, **second** by Trustee Holcomb for approval of Agenda **Roll**

Call Vote:

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

No: None

Abstain: None

Motion carried

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

There was no public comment

5. Consent Agenda

Motion by Trustee Whelan, **second** by Trustee Holcomb, to Approve Consent Agenda

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

a. Approval of January 25, 2023 BOT Regular Meeting Minutes

b. **Resolution 23-25** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

6. Discussion/Action

a. **Resolution 23-23:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

Motion by Trustee Jimenez, **second** by Trustee Sharp, to Approve **Resolution 23-23:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

b. **Resolution 23-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO DESIGN AND CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK AND BIKE PARK

Motion by Trustee Jimenez, **second** by Trustee Whelan, to Approve **Resolution 23-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO DESIGN AND CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK AND BIKE PARK

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

c. Scholarship Update

d. 4th at Firestone Parade

7. **Public Comment** There was no Public Comment

There was no public comment

8. **Reports**

a. Staff

8.a.i. 4th Quarter Financial Report

Jessica Clanton presented the 4th quarter Financial Report to the Board then answered questions from the Board. Jessica introduced Chris Morrison, Accounting Manager who presented information on the water treatment plant expenditures and where the town stands with bond proceeds and answered question from the Board.

Raelynn Ferrera Assistant to the Town Manager presented an up date on Highline. Trustee Whelan requested that updated information about Highline be provided on the website.

b. Mayor

The Mayor spoke on the Parks and Trails Advisory Board. The Mayor announced that applications are being taken for 1 position on the Planning Commission and that two commissioners whose terms are up will be reappointed. Contact the Town Clerk for additional information on this position.

c. Trustees

Trustee Sharp spoke about phone calls he has been receiving regarding Central Park. Trustee Whelan spoke regarding snow removal and snow routes. He also spoke about schools and the Senior Center.

Trustee Holcomb spoke about the water plant and the Dog Park.

The Mayor thanked the streets department for the clean up they have been doing with the snow and ice.

9. **Executive Session**

The Mayor adjourned into Executive Session

a. An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the annual evaluation of the Town Manager

Motion by Trustee Holcomb, **second** by Trustee Whelan, to go into Executive Session An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the annual evaluation of the Town Manager

Roll Call Vote:

Yes: Trustee Whelan, Trustee Jimenez, Trustee Sharp

No: Trustee Holcomb

Abstain: None

Motion carried

10. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Approve Adjournment All in Favor, **Motion carried.**

Introduced and Approved the 8 of March, 2023

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Miriam Luna Gonzalez, Deputy Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b

Consent Agenda

Meeting Date: March 8, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VECTOR DISEASE CONTROL INTERNATIONAL LLC FOR INTEGRATED MOSQUITO MANAGEMENT SERVICES

RECOMMENDATION

Staff recommends approval of Resolution 23-27, a resolution authorizing the execution of the Professional Services Agreement with Vector Disease Control International, LLC for integrated mosquito management services and authorizing staff to expend funds.

SUMMARY

A Professional Service Agreement with Vector Disease Control International, LLC provides integrated mosquito management services for the 2023 mosquito season in six identified zones throughout Firestone.

Services provided will include surveillance traps with weekly monitoring and truck-based adulticides applied in zones that exceed thresholds based on results from the weekly monitoring.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$42,538.00. Sufficient funds were budgeted in 2023 in the Stormwater Fund-Operations account.

HISTORY AND PREVIOUS BOARD ACTION

At the regular Board of Trustee meetings held on February 23, 2022, and February 10, 2021, the Board of Trustees approved Resolution 22-32 and Resolution 21-25 for the 2022 and 2021 Professional Services Agreement between the Town of Firestone and Vector Disease Control International, LLC for mosquito management services.

Before the approval of the 2021 Professional Service Agreement, the mosquito control program was performed internally by Public Works staff. During the 2021 Budget preparation, staff examined the cost of providing this service in-house. Staff investigated outsourcing mosquito management services because of the equipment's current age and condition, the need for replacement, the Town's growth, and staff overtime costs. Vector Disease Control International LLC was selected because of its professional services and is Colorado's leading integrated mosquito management services provider.

ATTACHMENTS

1. Res 23-27 Vector Disease Control International LLC
2. 2023 Professional Services Contract-VECTOR DISEASE CONTROL INTERNATIONAL, LLC
3. 2023 Firestone Mosquito Zones
4. 2023 Firestone - Amendment No. 1_
5. Firestone CO-INTEGRATED MOSQUITO MANAGEMENT SERVICES PROPOSAL 2021-2023

RESOLUTION NO. 23-27

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VECTOR DISEASE CONTROL INTERNATIONAL LLC FOR INTEGRATED MOSQUITO MANAGEMENT SERVICES

WHEREAS, the Town of Firestone (“Town”) is in need of professional services to provide integrated mosquito management services; and

WHEREAS, Town staff finds that Vector Disease Control International LLC has the necessary experience and qualifications and they are the sole source provider of mosquito management services for governmental entities within the state.

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

The Agreement between the Town of Firestone and Vector Disease Control International LLC for integrated mosquito management services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 8th day of March, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 8th day of March, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Ave, Firestone, Colorado 80504 (the "Town"), and **VECTOR DISEASE CONTROL INTERNATIONAL, LLC**, an independent contractor with a principal place of business at 7000 Broadway, Suite 108, Denver, Colorado 80221 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **INTEGRATED MOSQUITO MANAGEMENT SERVICES and Amendment #01**

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$42,538.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an workers without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who

perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

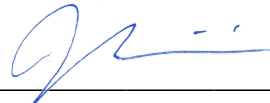
Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**VECTOR DISEASE CONTROL
INTERNATIONAL, LLC**

By:



Jason W. Williams, Regional Director

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has **no** employees

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, Jason W. Williams, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.



Signature

2/23/2023

Date

STATE OF ARKANSAS)

) ss.

COUNTY OF PULASKI)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this 23rd day of February, 2023, by Jason W. Williams as Regional Director of Vector Disease Control International, LLC.

My commission expires:

2-26-2023

(SEAL)





Notary Public

**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- The Contractor shall perform the duties identified in Section II of the attached Integrated Mosquito Management Services Proposal and Amendment #01 to the Integrated Mosquito Management Services Proposal.

**AMENDMENT #01
TO 2021-2023 INTERGRATED MOSQUITO MANAGEMENT SERVICES
FOR TOWN OF FIRESTONE, COLORADO**

The Town and Contractor desire to amend the the scope of services and budget for year 2022 and 2023.

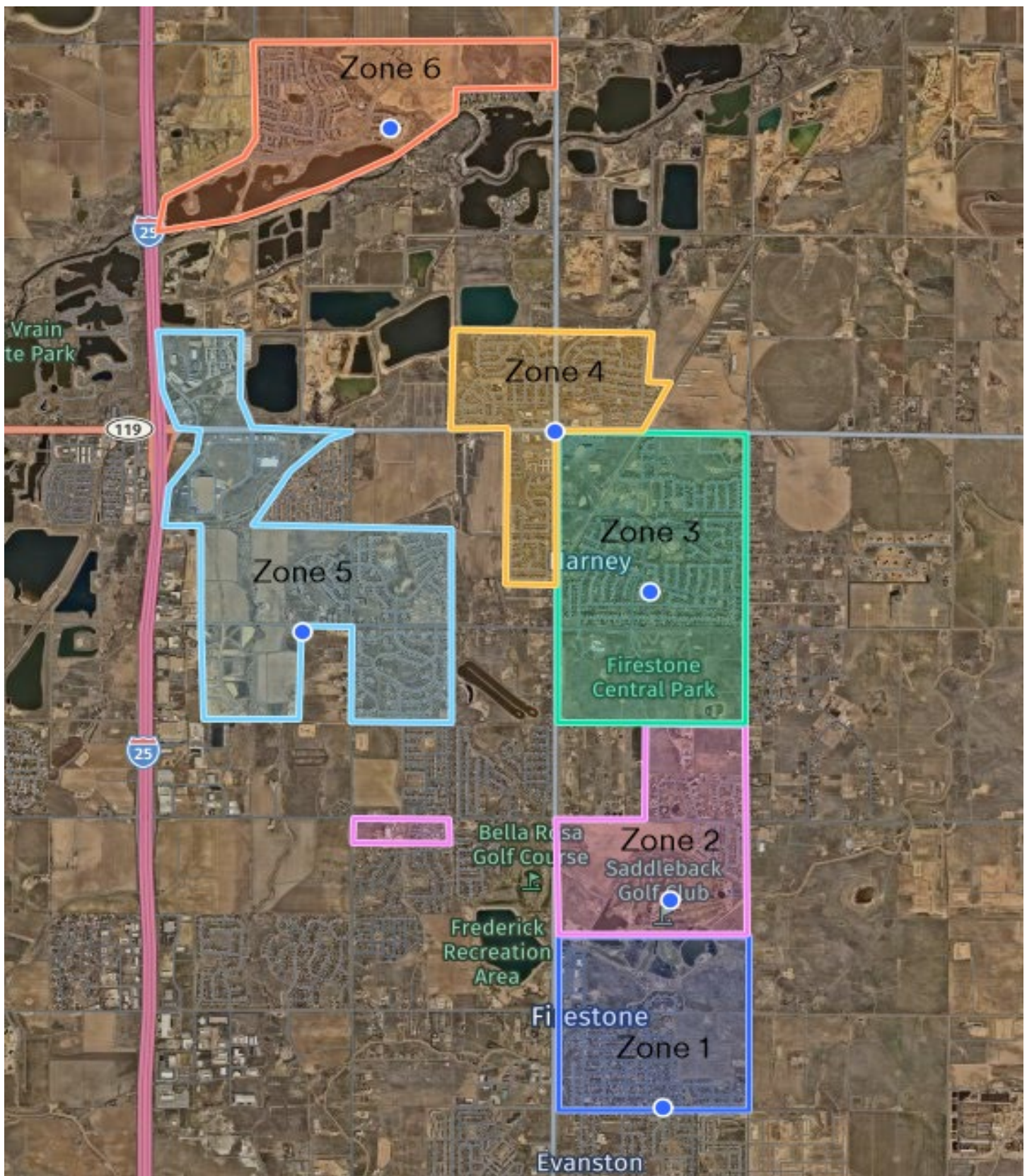
NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained, the parties agree as follows:

1. The Contractor shall provide an additional three (3) surveillance traps that will be monitored/reported on a weekly basis. A total of six (6) surveillance traps will be monitored through the Town, with one (1) surveillance trap placed each zone, with a total of six (6) zones that cover the entirety of the Town (zone map attached).
2. Based on surveillance data, the Contractor will provide truck-based adulticiding throughout each zone where mosquito numbers have exceeded thresholds and/or citizen complaints indicate elevated mosquito activity.

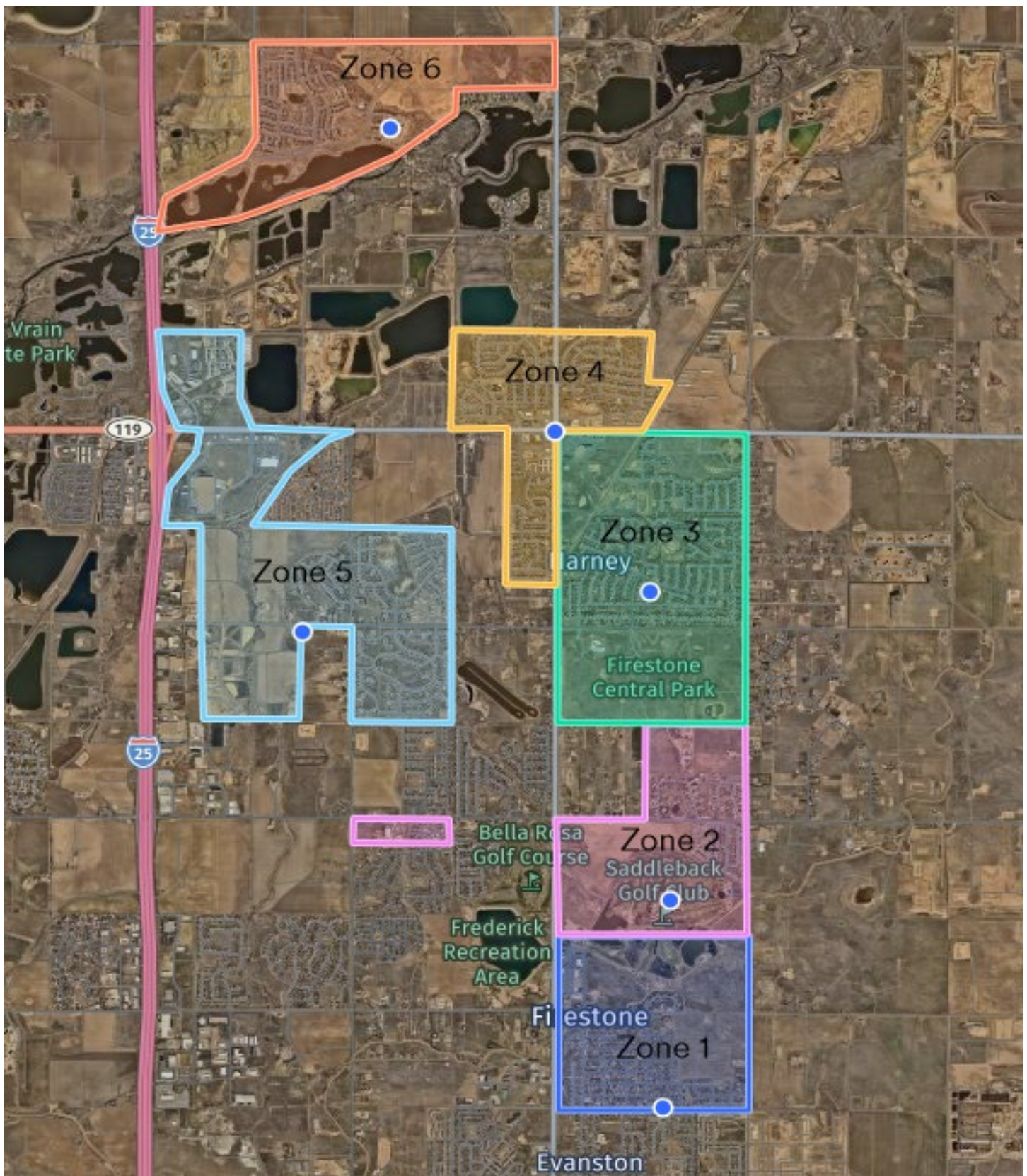
For services rendered for 2022, the Town shall pay a yearly fee to Contractor of Forty-One Thousand Five-Hundred Dollars (\$41,500).

For services rendered for 2023, the Town shall pay a yearly fee to Contractor of Forty-Two Thousand Five-Hundred Thirty-Eight Dollars (\$42,538) upon approval of the 2023 Professional Services Agreement. The 2023 price reflects a 2.5% inflation rate increase.

Except as expressly amended by this Amendment #01, all other terms and conditions of the Agreement and Integrated Mosquito Management Services Proposal shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement, Integrated Mosquito Management Services Proposal, and this Amendment #01, this Amendment #01 shall prevail.



- Zone 1**-Historic Firestone, Globe, Russel, Westwind Village, Overlook, Firestone Retail Center, and Saddleback Square Subdivisions
- Zone 2**- Saddleback Filling 1, 2 & 3, Saddleback Heights, Owl Lake Estates, and Del Ray Subdivisions
- Zone 3**-Central Park, Firestone Sporks Complex, St. Vrain Ranch, Ridgecrest, Sagebrush, and High Plain Market Place Subdivisions
- Zone 4**-Booth Farms, Cimarron Point, Mtn View Retail Center, Firestone Crossing, Firestone Center, Oak Meadows, Oak Meadows Village, Firestone Meadows, and Mtn. Shadows Subdivisions
- Zone 5**- Stone Ridge, Neighbors Point, Monarch Estates, Cottonwood Hollows, Firestone Centre, Gateway North, and Del Camino Junction Business Park Subdivisions
- Zone 6**-Barefoot Lakes Subdivision



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INTEGRATED MOSQUITO MANAGEMENT SERVICES PROPOSAL FOR:

TOWN OF FIRESTONE, COLORADO
1/8/2020



VECTOR DISEASE CONTROL INTERNATIONAL, LLC

7000 Broadway, Suite 108, Denver, Colorado 80221

Phone: (303) 428-5908

Fax: (866) 839-8595

nbates@vdcil.net



**THE TOWN OF FIRESTONE
2021-2023 INTEGRATED MOSQUITO MANAGEMENT
SERVICES PROPOSAL**

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

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INTRODUCTION

Vector Disease Control International, LLC (VDCI) is committed to providing the best possible mosquito control services to our customers. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. We are also committed to research and the use and support of application technologies. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. Many of our staff come from the field of public health and have experience with public mosquito control districts all over the country. At all times, we will conduct business professionally in a manner that protects the environment and the welfare of residents.

Starting with the simple idea to provide municipalities with the products and services needed to run effective mosquito control programs, VDCI now has operations in 20 states and over 25 years of experience as an industry leader. VDCI constantly strives to provide our customers with the best, most efficacious and scientifically sound integrated mosquito control programs possible.

Because it is often impossible to eradicate all mosquitoes in a given area due to their behavior patterns, resilient nature and enormous breeding potential, our goal is to manage mosquito populations within tolerable levels and simultaneously help prevent possible outbreaks of mosquito-borne diseases. To achieve this goal, we use the most effective combination of methods for controlling mosquitoes, including surveillance, public education, biological control and the use of insecticides, as established in both the American Mosquito Control Association (AMCA) and Centers for Disease Control and Prevention (CDC) guidelines. Habitat inspection of the service area coupled with collections from adult mosquito traps enable us to determine which species of mosquito are present, their population size and specific locations. This information is critical for determining when, where, and how often larvicides and adulticides need to be applied.

The employees of VDCI recognize and readily accept the special considerations that often surround the use of larviciding and adulticiding practices to abate mosquito populations within a mosquito control program. As a private entity working for you, VDCI looks forward to a close working relationship with all appropriate officials, and, as such, will work with and support you in all surveillance and application decisions. Additionally, with our fleet of over 250 trucks and 14 aircraft, we can provide both aerial and ground operations in any situation nationwide.

VDCI takes great pride in our ability of to protect the public's health from mosquitoes and mosquito-borne diseases and to provide a quality of life improvement for our residents. We invite you to review our proposal for providing comprehensive mosquito control services and we are confident that you will see that our qualifications, resources, extensive experience and commitment to excellence will allow for a successful and cost-effective partnership between VDCI and Firestone.

SECTION I. GENERAL CONSIDERATIONS

1. PROJECT DESCRIPTION

Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for the Town of Firestone within the service area as defined below.

Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in the Town of Firestone. These principles and practices are based on a sound Integrated Pest Management (IPM) framework. Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

2. PROJECT AREA

Vector Disease Control International understands and agrees that the Town of Firestone Mosquito Control Service Area consists of all areas within the external boundary of the City, as illustrated in the map below.



SECTION II. INTEGRATED MOSQUITO CONTROL SERVICES SCOPE OF WORK

1. REQUIREMENTS

VDCI will maintain current licensing and certifications to perform commercial mosquito control services in the State of Colorado.

Advanced Pest Management of Colorado, LLC d/b/a Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Colorado (Colorado Department of Agriculture License No. 10261). See Appendix 1 for a copy of the License and Endorsements. VDCI currently employs more than 10 Colorado Department of Agriculture Licensed Qualified Supervisors.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, Vector Disease Control International, LLC will:

1. Warrant that all services provided will be in a professional and businesslike manner.
2. Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.
3. Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.
4. Provide telephone, facsimile and email communications capabilities.
5. VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the City's safety regulations while on any City property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the City the right to terminate this agreement for cause.
6. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, VDCI will meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - A. VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program).

- B. VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - C. VDCI will not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - D. At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in the E-Verify Program.
 - E. VDCI will not use either the E-Verify Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - F. If VDCI obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, VDCI will: notify the subcontractor and the City within three days that VDCI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that VDCI will not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - G. VDCI will comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 7. If VDCI violates this Section of this Agreement, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, VDCI will be liable for actual and consequential damages to the City.
 - 8. Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.
 - 9. Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal

injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.

10. Provide employees with all required Personal Protection Equipment as required by the EPA, Colorado Department of Agriculture, and OSHA.
11. Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and City officials.
12. All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, town, state and telephone number per CO Dept. of Agriculture rules. No private vehicles will be used. All employees will have proper ID at all times while in the field.
13. All company vehicles used for pesticide applications are trucks, with pesticides being stored and secured in the truck bed separate from the passenger compartment. This conforms to DOT and Colorado Department of Agriculture Regulations.
14. All trucks are equipped with a correctly rated fire extinguisher, current Material Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.
15. Use no subcontractors or independent contractors to perform normal surveillance or treatment of areas. All personnel will be legal employees of the company providing the mosquito control services. All employees will be properly trained and licensed by the CO Dept. of Agriculture and covered by General Liability Insurance Policy and Workers Compensation Insurance.
16. Provide Labels and MSDS for all products used by the company upon request.
17. Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of \$1 million per occurrence general liability, claims-made policy including chemical and pollution coverage is required. The Town of Firestone will be named as additionally insured.

2. SURVEY AND MAPPING SERVICES

VDCI will survey the Town of Firestone lands designated in Section 1.2. VDCI will develop and maintain mosquito management service related information in GIS format, and will provide GIS maps indicating mosquito-breeding sites and larval control activity to the City as requested.

VDCI will accurately map and catalog all potential larval mosquito production sites within the proposed service area. VDCI will then use its proprietary database and tablet-based software to

create inspection routes that include maps overlaid on digital aerial orthophotography for accurate detail (see example below). VDCI will maintain and update this digital data as needed and will provide copies to the Town of Firestone.

3. LARVAL MOSQUITO SURVEILLANCE AND CONTROL

- I. VDCI will devote the majority of staff time to larval mosquito surveillance and control. VDCI will identify larval habitats within the Town of Firestone Service Area that are inspected throughout the season on a biweekly, weekly or monthly basis. VDCI will perform larval mosquito control operations from May through September (as needed, dependent on environmental conditions and presence of larvae). VDCI will continue to maintain a larval site history database that includes a site catalog number, date and time of inspections, wet/dry status of site, treatment (if any), product type and amount, estimated acreage treated, larval action threshold, documentation of any adverse incidents associated with treatments (NPDES/CDPS requirement), larval instars present and number of larvae present per dip.

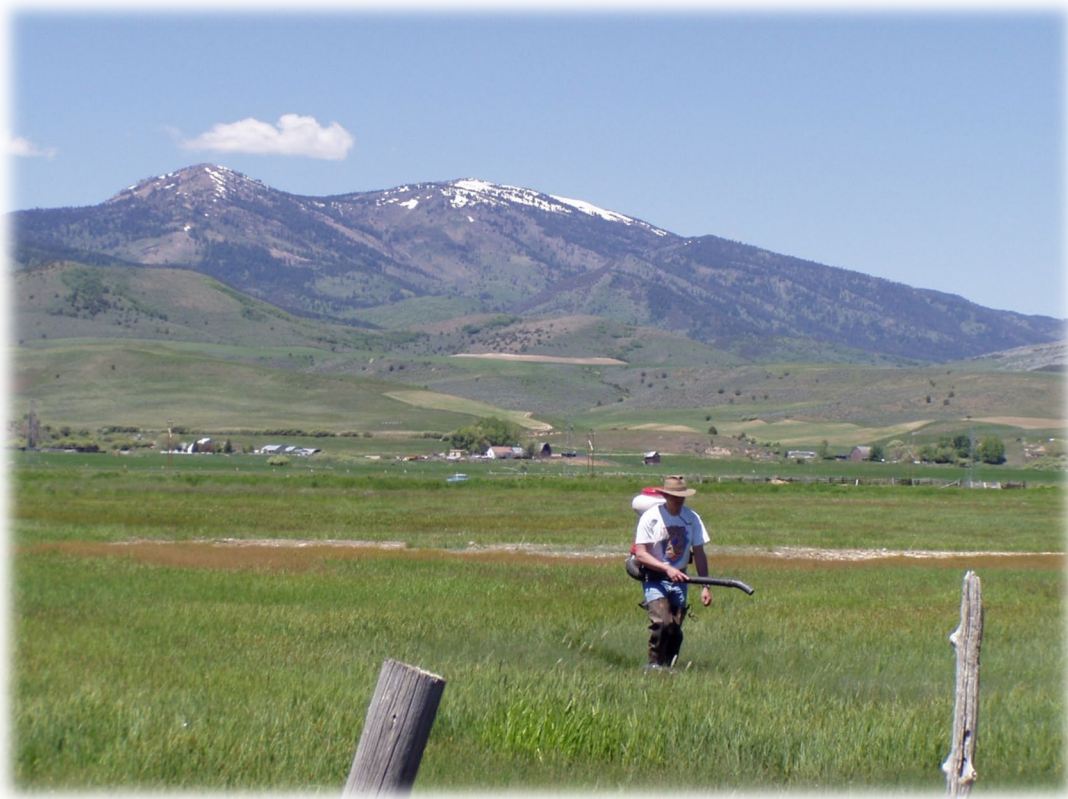


VDCI has continually updated our database system and associated GIS data layers with additional new-found breeding sites and changes in parcel ownership. VDCI will continue to improve the program effectiveness by surveying, mapping and methodically inspecting new sites to build a site history and identify problems areas as they are located.

- II. VDCI will utilize our advanced database to accurately maintain inspection sites, dates, treatments, methods, product amounts, products used for control, and population dynamics of the mosquito larvae collected.
- III. VDCI will continuously fine-tune our proprietary database to efficiently target larval mosquito control operational efforts. Our operations will include:
 - a. Targeted larval site inspections, as needed, at all previously identified and new found potential larval development sites. Site inspections will target larval sites based on past comprehensive site history data as recorded in our database. These data incorporate historic records of larval presence, larval densities, habitat size and type, water source, and weather data.
 - b. As sites are found that contain mosquito larvae, VDCI will first look to cultural or physical controls to reduce or eliminate standing water and larval development.

Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be implemented when applicable.

- c. VDCI will then, as appropriate, treat sites where mosquito larvae are detected with a “Prescription-oriented” least-toxic, biological control appropriate to the site. Larval control products will include; Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), BVA 2 (highly refined mineral oil) and other registered larval control products as needed. All applications will be within label-specified rates and recorded in our database.
- IV. VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Operations Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance to site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, in order to eliminate input error.



VDCI's LARVAL MOSQUITO CONTROL RESOURCES

- **Professional Staff:** VDCI will devote full-time field technicians and a Qualified Supervisor (licensed through the CO Dept. of Ag) to perform IMM-based larval mosquito control operations in the Town of Firestone. These technicians are fully trained via VDCI's classroom and field training program, and far exceed the minimum training standards set by the Colorado Department of Agriculture. All larval mosquito control work will be done by employees of Vector Disease Control International, who will be covered by VDCI's Worker's Compensation Insurance, and will not be subcontracted out.



- **Equipment:** Every technician will have access to a VDCI-owned fleet vehicle which is fully insured under VDCI's master commercial fleet policy and is equipped with all

necessary larval surveillance equipment, larval control application equipment, and biological larvicide products.

- **Infrastructure:** Because much of VDCI's operations are targeted toward larval mosquito control, many of our resources are used on infrastructure to facilitate these operations. VDCI's warehouses, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.



- **Technology:** VDCI's proprietary and advanced database system will be used to analyze historical breeding site data, which decreases our environmental impact by targeting site inspections and microbial larvicide control applications.

We have specifically engineered our database with proprietary algorithms and reporting capabilities to utilize historical data collected from communities throughout Colorado to precisely target larval mosquito control locations, reducing unnecessary treatments. Targeting our applications with our historical data allows our operations to provide the

highest level of control while minimizing the quantity of larvicide being applied to the environment.

4. ADULT MOSQUITO SURVEILLANCE TRAPPING

- I. VDCI will conduct extensive adult mosquito surveillance trapping during the mosquito season (approximately the beginning of June through the end of August, weather permitting *or as requested by an authorized City Representative*) to monitor mosquito-borne disease risk and nuisance mosquito population levels. Trapping of adult mosquitoes at minimum will include:

- a. Weekly trapping at three (3) pre-determined permanent surveillance locations within the Town of Firestone Mosquito Control Service Area, as illustrated in Section I.2. Samples may be tested for West Nile Virus in cooperation with the Town of Firestone and the Colorado Department of Public Health and Environment.
- b. As necessary, VDCI may provide additional trapping with “floater” traps in areas of the City that are not covered by one of the permanent trap locations. Floater traps and Landing Rate Counts may be used to determine adult mosquito populations in areas where citizen complaints regarding high numbers of mosquitoes have been received and to determine whether spraying for adult mosquito control is needed (see Adult Mosquito Control, below.)
- c. CDC light traps, baited with dry ice (CO₂), will be used for permanent and floater surveillance trapping operations.
- d. Identification to genus and species, and total counts of adult mosquitoes will be completed within 24 hours of delivery of the specimens to VDCI’s lab if possible. Counts using statistically valid sampling methods will be used in large trap sample sizes (over 300 mosquitoes/trap).
- e. VDCI will maintain trap data via our proprietary database and make it available to the Town of Firestone Representatives.
- f. All mosquito trapping activities including the submission of mosquito pool specimens will be conducted in accordance with the protocols established in the CDPHE 2019 Mosquito Surveillance Plan.



VDCI's MOSQUITO SURVEILLANCE & LABORATORY RESOURCES

- **In-House Larval and Adult Mosquito Identification** is critical to accurate surveillance and timely response to spikes in vector and nuisance mosquito populations. While VDCI technicians are trained to perform larval field ID to the genus level, larvae may be periodically brought to VDCI's labs for comprehensive identification to the species level. VDCI ensures that highly trained lab ID specialists, who have access to high quality stereo zoom microscopes and scientific keys, perform the identification of both larval and adult mosquito species.
- 
- **Management:** All VDCI surveillance and laboratory services are managed by Dr. Michael "Doc" Weissmann. Dr. Weissmann holds a Ph.D. in Entomology from Colorado State University. Dr. Weissmann is a renowned expert in Dipteran biology and taxonomy.
 - **Personnel:** VDCI has 8 full-time field surveillance and laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level. All adult mosquito surveillance trapping will be done in-house and will not be subcontracted. Operation of the adult mosquito surveillance trap network will be completed by trained employees of Vector Disease Control International.
- 
- **Equipment:** The VDCI Surveillance Laboratories are fully equipped with 8 stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall sized viewing.

VDCI owns and maintains more than 100 CDC dry-ice baited Light Traps and 20 Reiter Gravid Traps and all associated equipment and hardware.
 - **Infrastructure:** VDCI has over 500 sq. ft. of devoted Surveillance Laboratory facilities and an additional 100 sq. ft. of trap maintenance and dry ice storage space. In addition to the above-mentioned equipment, VDCI's lab facilities include other important equipment such as a deep freezer, multiple computer workstations, mobile dry ice holding containers, and a fleet of fuel-efficient vehicles specifically designated for surveillance operations.
 - **Technology:** All data generated and collected by the Surveillance and Laboratory staff is entered into VDCI's database system **within 24 hours** of processing.

5. ADULT MOSQUITO CONTROL

- I. In keeping with the framework of an IMM approach to mosquito control, VDCI will focus on minimizing the use of chemical pesticides and understands that adulticides are the last resort when dealing with the biting adult stage of the mosquito. The program offered by VDCI will implement adult mosquito control applications as a final resource option, in the interest of public health and safety, as well as environmental sensitivity. VDCI acknowledges and will execute the preference of biological controls, larvicides, over chemical controls, adulticides.

To control adult mosquitoes that exceed pre-set threshold levels or present a public health threat due to mosquito infections rates or elevated vector populations, a prescription-based adulticiding program will be used. Through our surveillance-based approach, and by producing consistent and frequent Adult Trap Data Reports (See image below), VDCI is able to make data-driven decisions to effectively provide targeted adulticiding applications at the right time and place.



Adult Trap Data - Detail

Start Date: 08/17/2020 End Date: 08/18/2020

Dacono, CO

Trap #	Date	Species	Count	Percent	
DC-05	CDC Light Trap	Weld	Dacono Southwest - Sweetgrass		
	08/18/2020	<i>Aedes dorsalis</i>	1	2.2%	
	08/18/2020	<i>Aedes trivittatus</i>	2	4.4%	
	08/18/2020	<i>Aedes vexans</i>	8	17.8%	
	08/18/2020	<i>Culex salinarius</i>	2	4.4%	
	08/18/2020	<i>Culex tarsalis</i>	32	71.1%	
		Total	45		

DC-07	CDC Light Trap	Weld	Dacono NW - Sharpe Farms		
	08/18/2020	<i>Aedes dorsalis</i>	3	2.2%	
	08/18/2020	<i>Aedes vexans</i>	16	11.8%	
	08/18/2020	<i>Culex tarsalis</i>	117	86.0%	
		Total	136		

DC-09	CDC Light Trap	Weld	Dacono Clem Dufour Park		
	08/18/2020	<i>Aedes dorsalis</i>	1	6.3%	
	08/18/2020	<i>Aedes vexans</i>	9	56.3%	
	08/18/2020	<i>Culex tarsalis</i>	6	37.5%	
		Total	16		

II. The use of chemical adulticide spray applications to control adult mosquitoes will be performed according to the following guidelines:

- a. Permethrin/PBO formulations such as AquaKontrol, Pursuit 4-4, and Aqualuer (or other products with similar/less toxicity as approved by the City), will be applied within the EPA registered application rates via Ultra Low Volume (ULV) dispersal equipment.
- b. Truck-mounted ULV dispersal will be the primary application method (ATV or hand-held ULV equipment may be used where appropriate). All ULV equipment shall be calibrated as needed, but not less than once annually.
- c. In-cab GPS equipment will be used to map all routes and observe shutoff requests and provide accurate record keeping. Real-time data, collected during the applications, will be used to produce detailed post-application maps depicting the vehicle's path, with areas treated and not treated clearly labeled, along with reports for all adulticide applications.
- d. Adulticide applications may be used *only* when nuisance or vector mosquitoes cannot be controlled to satisfactory levels by any other means (e.g. water management, vegetation control, biological controls, larvicide, etc.) and when any one of the following conditions exist:
 - There is an imminent threat of mosquito-borne disease transmission as directed by the Town of Firestone in cooperation with the Colorado Department of Health and Environment, or
 - When 100 adult mosquitoes are collected from any permanent CDC mosquito trap in a given night, or
 - In other areas of the City not routinely trapped, if a "floater" trap is set and there are 100 or greater adult mosquitoes captured per trap per night.

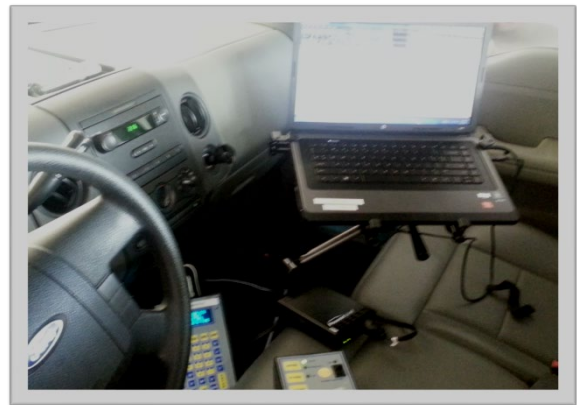


III. VDCI will coordinate with the Town of Firestone officials to schedule and perform Barrier Backpack applications using the residual adulticide TalStar (or comparable mosquito barrier products) and/or Ground-based Truck ULV mosquito spraying in the Town of Firestone Parks for outdoor community events. Applications of mosquito adulticides and or barrier products will typically be performed on the day of, or evening prior to, any scheduled and agreed upon Town events.

In addition, VDCI will make available to residents of the Town of Firestone private Barrier applications at an additional per service cost. The price of each application is determined by the size and complexity of the treatment area. *Payment of these private treatments is the sole responsibility of the property owner.*

VDCI's ADULT MOSQUITO CONTROL RESOURCES

- **Personnel:** All ground-based adult mosquito control applications are performed by VDCI management staff and veteran seasonal employees with specialized training in ULV (ultra-low volume) adulticide spraying and will not be subcontracted. Currently VDCI has over 15 fully trained personnel capable of performing ground based ULV applications. This level of staffing and expertise can handle any typical weekly application needs or even any atypical public health emergency situation at a moment's notice.
- **Technology:** VDCI will use the most advanced truck-mounted ULV application equipment available to provide great accountability in all phases of the application. Several vehicles will be equipped with GPS tracking units capable of delineating the spray routes of the vehicle. These units record at three (3) second intervals the date, time, latitude, longitude, and sprayer status (on or off). Detailed maps, graphically illustrating the application data, can be produced after each spray operation and provided to the City upon request. Our technology can also identify and mark all properties that have requested to be call notified and/or shutoff from any adulticide applications in their area.
- **Application Accountability:** Our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction while minimizing pesticide use in as environmentally accountable manner as possible. This commitment can be evidenced by our investment in application technologies such as on-board mapping, monitoring systems, and droplet measuring equipment. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to monitor every aspect of the application event. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.



VDCI utilizes a proprietary live-mapping display that provides unparalleled accuracy of ground ULV treatments. Our on-board, computer-based GPS mapping and tracking system has the ability to provide accurate ULV treatments within the designated spray

blocks/areas. This technology will be used in the Town of Firestone during the 2021 mosquito season.

Variable flow technology assures accurate insecticide application rates that will deliver the proper amount regardless of vehicle speed. Post treatment maps will contain the insecticide name, registration number, the total amount of product used in the treatment, and the dates and times of the treatment along with a delineation of the movements of the vehicle within the treatment area. This allows for unparalleled accuracy and accountability.

- **Equipment and Capabilities:** With our large fleet of truck-mounted ground-based ULV adulticiding equipment, VDCI has the capacity to cover more than 1,250 linear miles of streets and roadways in one night. That equates to over 70 square miles or over 45,000 acres per night. In 2021, VDCI will have more than 12 spray units available on the Front Range of Colorado alone, with an additional 8 units on the western slope.



- **VDCI's History:** VDCI has extensive experience with emergency and comprehensive adult mosquito control applications. VDCI (as Colorado Mosquito Control) was the contractor hired by the Larimer and Weld City Departments of Health and Environment, as well as the Cities of Fort Collins, Loveland and Longmont during the West Nile Virus Public Health Sprayings in 2007, 2012, 2013 and 2015. VDCI not only has the capacity, with respect to equipment and staffing, but possesses the expertise and experience needed when scheduling, planning, and supplying the required materials. VDCI has always been able to coordinate emergency response applications in a moment's notice. We pride ourselves on our ability to meet the needs and specifications of our municipal accounts to successfully achieve the objectives of suppressing West Nile risks, all within accordance of the guidelines set forth by the CDC and Colorado Department of Agriculture.

VDCI's PUBLIC HEALTH EMERGENCY SURVEILLANCE & ADULTICIDE SERVICES

We have included contractual price quotes for additional vector mosquito surveillance trapping and a per mile cost for additional adulticide applications in the event of a large-scale public health emergency. At the request of the City, and in consultation with CDPHE and CDC Ft. Collins, Vector Disease Control International will provide the following Optional Public Health Emergency Services at an additional cost:

- **CDC Light Trap and/or Reiter Gravid Trap Surveillance**

Upon request, VDCI will operate additional CDC light traps and/or Reiter gravid traps for expanded adult mosquito and disease vector mosquito surveillance within the Town of Firestone.

Identification of the trapped mosquitoes will be performed the following day after the mosquitoes are returned to the lab. The trapped mosquitoes will be counted and identified to the following species; *Culex tarsalis*, *Culex pipiens*, *Aedes/Ochlerotatus* species.

Cost per trap/night: \$125.00

Cost includes all equipment, dry ice, vehicles, labor, shipping and reporting.

- **Ground-based Truck ULV Adulticide Application**

VDCI will undertake emergency ground-based truck ULV adulticide spraying in accordance with U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Health and Environment regulations in the event of a declared public health state of emergency that exceeds the scope of the existing program. VDCI will, at the City's request, organize and coordinate all spraying operations for public health response.

Cost per linear spray route mile: \$85.00

Cost includes all equipment, vehicles, pesticide products, labor, and liability insurance.

- **Aerial ULV Adulticide Application via Fixed-Wing or Rotary-wing Aircraft**

VDCI has extensive experience with aerial mosquito control application and would oversee and direct such applications. All aerial adulticide applications would be performed by experienced and insured aerial applicators, licensed through the Colorado Department of Agriculture. This work would be done through Vector Disease Control International's aerial division. Prices would be subject to the size of the designated spray area, application material selected, and current pricing.

6. PUBLIC OUTREACH & EDUCATION

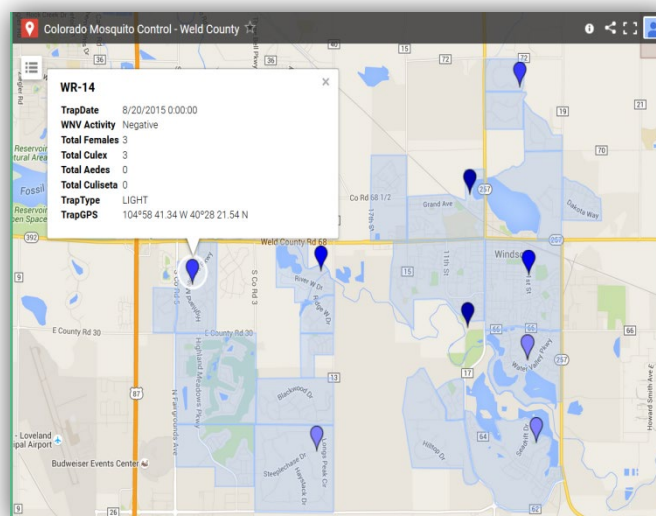
Since our inception in 1992, VDCI has believed in and demonstrated that a strong Public Outreach and Education Program is one of the keys to success in providing large-scale municipal mosquito control programs. Listening to citizen complaints and inquiries can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and appreciates citizen involvement in the betterment of the program. We have clearly demonstrated our commitment and belief in the strength of public outreach and education by proactively serving the Town of Firestone over the years with numerous innovative programs, activities and services as described below.

VDCI WEBSITE

Our website, www.vdci.net/colorado, is the leading website in the State of Colorado when it comes to providing up-to-date, factual, and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide toxicology information, and a wealth of topics relating to mosquitoes. VDCI will continue to maintain this website, including daily spray schedules of planned adulticide areas within the Town of Firestone.

Our website continues to serve as an integral part of the dissemination of operational data to citizens with little request for resources or time required by the Town and its employees.

VDCI maintains and will continue to maintain website links to CDPHE (Colorado Dept. of Public Health & Environment), and NPIC (National Pesticide Information Center and CDC (US Centers for Disease Control).



MOSQUITOLINE™

VDCI will continue to maintain a toll-free telephone line at **(877) 276-4306** for customer service calls. We will accept calls from the public at any point concerning, but not limited to the following topics:

- Opting out of any adulticide spraying via a “shut-off list” which is updated annually and as new requests are received from private property owners.

- Request a telephone or email notification when adulticide spraying is planned in and around their neighborhood.
- Report mosquito annoyance areas and request floater traps at their residence.
- Report standing, stagnant water that may indicate the presence of larval sites or adult mosquito harborage.
- Request information about mosquito populations within the community.
- Request information on how to control and/or prevent mosquitoes on their property and mosquito-borne diseases such as WNV, WEE and SLE.
- Request health and safety information about mosquito control operations and pesticide products used in the Town of Firestone Mosquito Control Services Program.
- Request backyard inspections and information on inspection activity and larval production at sites of interest.

VDCI will maintain a log of calls received including date, name, address, type of call, response, resolution, and resolution date.

IMMEDIATE RESPONSE™

VDCI introduced the concept of a 24-hour response/resolution time to all mosquito annoyance complaints in 1994 with our trademarked ImmediateResponse™ System. VDCI will continue to respond accordingly to all mosquito related complaints and will refer any service related complaints to the Town of Firestone.

- VDCI will verify the validity of mosquito annoyance complaints by on-site inspection including; adult mosquito trapping via nearby pre-determined trap locations or floater traps, as needed, or landing rate counts (10 females mosquitoes per 5 minute period = annoyance level) and/or larval dip surveillance in local breeding sites.
- VDCI will resolve all complaints, *whenever possible*, within 24-hours to the satisfaction and standard of the Town of Firestone.
- VDCI will provide education, either verbally or through printed materials to the complainant in an effort to promote self-management of local mosquito problems.

CALL AND EMAIL NOTIFICATION AND SHUTOFF SYSTEM

VDCI will continue to maintain a comprehensive Call and Email Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide applications near their property. All Shutoff locations are mapped in our proprietary database. Notification & Shutoff forms are available online and may be submitted via VDCI website, email or by mail. VDCI will mail renewal request forms each season and perform all updating of resident information as it is received.

DAILY POSTING OF ULV SPRAY ZONES

Areas scheduled for ULV truck spraying will be posted by 3pm daily on VDCI's website: www.vdci.net/colorado

WELD COUNTY

Town of Johnstown : Thompson River Ranch, Jt Central, Rolling Hills Ranch

Tuesday, August 29

Dacono: Sharpe Farms; Sweetgrass; Eagle Meadow.

Garden City: Town Limits.

Gilcrest: Town Limits.

Greeley: North Public Works area; Island Grove Park; Coyote Run area; Epple Park/Pheasant Run; Country





VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. We establish vector management programs that are based on an understanding of the underlying vector's ecology and rooted in the current science of environmentally sound control measures. To learn more about VDCI services, gain greater insight on the various mosquito species as well as the potential diseases they vector, please subscribe to our blog.

We are committed to protecting public health through excellence in vector management and we are proud to serve your community!

VDCI's PUBLIC OUTREACH PROGRAM & EDUCATION RESOURCES

- **Innovative Programs:** VDCI has worked with dozens of municipalities on numerous public events across the state since our inception to supply information and provide personalized educational programs about mosquitoes, mosquito-borne illness, and public health. We have also provided personnel, larval and adult mosquito specimens, equipment such as light traps and microscopes, signs, etc. to various groups in need of such educational items. We have set-up booths at Fairs, Farmers' Markets and during West Nile Virus education outreach events in past years and will continue to do so for our customers.
- **Technology:** VDCI was one of the first mosquito control organizations in the United States to publish adult mosquito control spray schedules on the web. Additionally, our website www.vdci.net/colorado has been a leading source for up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes in the State of Colorado (and the US) for several years.



7. REPORTING

- I. VDCI will provide all maps, records, logs, complaints, correspondence, and reports to the Town of Firestone, where applicable and as requested by the Town, in a common, easy to use, electronic/digital format or hard copy. All data listed above will be provided within 2 weeks of request, if not sooner.
- II. VDCI will provide the Town of Firestone Representatives with weekly trap counts, prior to close of business on Friday of each week (barring extenuating circumstances).
- III. VDCI will submit monthly reports of operational efforts for the months of June through August. Monthly reports will include, at a minimum:
 - Updates on disease vector mosquitoes: local, state and national
 - Overall mosquito surveillance operations and breeding site activity
 - Larval control operations
 - Adult control operations
 - Chart all activity:
 1. Larval inspection and control data
 2. Adult surveillance data
 3. Adulticide data
- IV. VDCI will submit an annual report by November 30th of the current contract year. At minimum, the annual report will include:
 - Mosquito Control Objectives
 - Detailed overview of the previous season
 - WNV, Western Equine Encephalitis and St. Louis Encephalitis overview
 - Larval mosquito surveillance and control
 - Adult surveillance & laboratory results
 - Adult mosquito control data
 - Public relations and education activities
 - Summaries
 - Graphs, charts and data summaries
 - Any other pertinent information

VDCI's REPORTS AND RECORD KEEPING RESOURCES

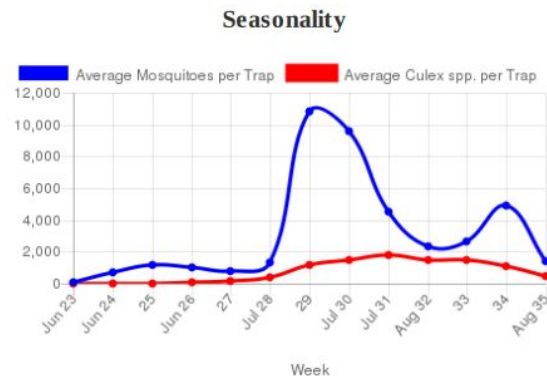
- **Personnel:** VDCI has dedicated office staff to handle all incoming telephone communications, computer data entry, website and notification updates, and report generation.
- **Equipment and Technology:** VDCI possesses a state-of-the-art server supported computer network with T-1 high-speed internet access, numerous computer workstations, printers, faxes, and scanners, all designed to support our proprietary database software systems. At VDCI, we view technology as the key to continued effective, efficient, cost-beneficial and environmentally sound mosquito control for today and well into the future.

2019 Weld County Health Department Trap Composite Data

Total number of trap/nights set:	63
Total number of mosquitoes collected:	41,482.0
Average mosquitoes per trap/night:	658.4
Average Culex per trap/night:	152.8

Species collected and abundance:

<i>Aedes cinereus</i>	1.0	0.0%
<i>Aedes dorsalis</i>	4,434.0	10.7%
<i>Aedes hendersoni</i>	9.0	0.0%
<i>Aedes increpitus</i>	74.0	0.2%
<i>Aedes melanimon</i>	108.0	0.3%
<i>Aedes nigromaculis</i>	8.0	0.0%
<i>Aedes trivittatus</i>	12.0	0.0%
<i>Aedes vexans</i>	26,807.0	64.6%
<i>Anopheles freeborni</i>	6.0	0.0%
<i>Coquillettidia perturbans</i>	1.0	0.0%
<i>Culex erythrorhax</i>	4.0	0.0%
<i>Culex pipiens</i>	496.0	1.2%
<i>Culex salinarius</i>	235.0	0.6%
<i>Culex tarsalis</i>	8,894.0	21.4%
<i>Culiseta inornata</i>	393.0	0.9%



SECTION III. VDCI KEY MANAGEMENT AND PERSONNEL

Vector Disease Control International is a professional organization dedicated to providing comprehensive state-of-the-science large-scale mosquito control contracted services to municipalities and other organizations. VDCI's mosquito management programs are designed, implemented, and supervised by experienced, trained, and licensed personnel with over 80 years of combined field mosquito control experience, including Board Certified Entomologists.

Daniel Markowski, Ph.D. ***Vice President***

Dr. Markowski has been involved in pest control practices for over 25 years, highlighted by his involvement in several mosquito-borne disease outbreaks throughout the nation.

Education:

B.S. in Biology (1991), Memphis State University. Emphasis in Entomology, focusing on the management of pest species.

M.S. in Zoology (1993), University of Rhode Island. Thesis research concentrated on the bionomics of deer ticks, *Ixodes scapularis*, and their role in Lyme disease transmission.

Ph.D. in Biology (1998), University of Rhode Island. Dissertation research focused on the genetic analysis of northeastern populations of *Ixodes scapularis* using molecular analysis tools.

Jason W. Williams ***Regional Director***

Mr. Williams has 20 years' experience in mosquito control including nine years as Biologist at the City of Chesapeake Mosquito Control Commission in Chesapeake, VA, three years as an Entomologist performing malaria control internationally, and seven years overseeing Regional Operations with VDCI.

Education:

B.S. in Biology (1998), Old Dominion University.

M.S. in Biological Oceanography (2000), Old Dominion University.

Memberships:

Virginia Mosquito Control Association (2000-2010) - President (2006-2007)

Texas Mosquito Control Association (2009-Present)

American Mosquito Control Association (2001-Present)

Licensed:

Certified Commercial Applicator – Texas Department of Agriculture

Michael J. “Doc” Weissmann, Ph.D.
Chief Entomologist/Surveillance Manager

30 years’ experience with insect identification, behavior, and public education. Faculty Affiliate in the Department of Bioagricultural Sciences and Pest Management at Colorado State University, Ft. Collins, Colorado.

Education:

B.A. in Environmental, Population, and Organismic Biology (1982 Graduated with Distinction and elected to Phi Beta Kappa), University of Colorado at Boulder.

M.A. in Environmental, Population, and Organismic Biology (1986), University of Colorado at Boulder. M.A. thesis research focused on the biology of the water-stick insect, *Ranatra fusca*, in Colorado and their potential as a biological control agent against mosquitoes.

Ph.D. in Entomology (1995 and elected to Sigma Xi), Colorado State University at Ft. Collins. Dissertation research focused on the biology of the giant sand treader camel cricket, *Daihinibaenetes giganteus*, at Great Sand Dunes National Monument, Colorado.

Memberships:

American Mosquito Control Association

West Central Mosquito and Vector Control Association

Licensed:

Qualified Supervisor – CO Dept of Agriculture: Public Health 110 & Aquatics 108

Seasonal Staff:

All VDCI seasonal employees are fully trained per Colorado Department of Agriculture regulations in all aspects of modern mosquito control operations, including; mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. VDCI will hire and train additional employees as required to fulfill our contractual obligations.

SECTION IV. REFERENCES

City of Fort Collins

Mr. Matt Parker
1745 Hoffman Mill Road
Fort Collins CO, 80524
(970) 416-2815
MParker@fcgov.com

City of Longmont

Mr. Dan Wolford, Dir. Of Open Space
350 Kimbark St.
Longmont, CO 80501
(303) 774-4691
dan.wolford@ci.longmont.co.us

Town of Parker

Mr. Tom Williams
Director of Public Works and Engineering
2012 East Mainstreet
Parker, CO 80138
(303) 840-9546
twilliams@ci.parker.co.us

City of Windsor

Mr. Terry Walker, DPW Director
301 Walnut St.
Windsor, CO 80550
(970) 686-7476
twalker@windsorgov.com

Additional references will be provided upon request.

ATTACHMENT "A" - PRICING

VECTOR DISEASE CONTROL INTERNATIONAL, LLC 2021-2023 CONTRACTUAL SERVICE COST SUMMARY August 26, 2020

Town of Firestone Integrated Mosquito Management Program

The following price is quoted on a complete seasonal basis and will be fully earned. The complete seasonal cost will not be exceeded without the approval of Town of Firestone. This program is offered by VDCI as a comprehensive integrated mosquito management program specifically designed for Town of Firestone as a strategy to preclude local mosquito-borne disease transmission and associated problems from mosquito annoyance. Please see the previous services description pages for more detailed information. This proposal includes all labor, insecticides, vehicles, equipment, liability/auto/workers comp. insurance coverage, administrative support, and overhead expenses.

A. General Services

1. Liability/Auto/Workers Comp Insurance Coverage
2. MosquitoLine® Customer Response System
3. ImmediateResponse® System
4. Geographic Information System (GIS)
5. Proprietary Online Database
6. Annual Report
7. Public Relations & Community Outreach
8. Quality Control

B. Larval Mosquito Control Services

9. Larval Site Inspections and Larvicide Applications

C. Adult Mosquito Surveillance Services

10. Adult Mosquito Trapping and Identification

D. Adult Mosquito Control Services

11. Residual Barrier Adulticide Applications
12. ULV Adulticide Applications

**TOWN OF FIRESTONE, COLORADO
INTEGRATED MOSQUITO MANAGEMENT PROGRAM
PROPOSED SERVICE COST FOR 2021...\$35,500.00**

ATTACHMENT "B" - HOLD HARMLESS, WARRANTY, DISCLAIMER

VECTOR DISEASE CONTROL INTERNATIONAL, LLC. Hold Harmless, Warranty, Disclaimer for Town of Firestone August 26, 2020

1. Hold Harmless Indemnity Clause:

Vector Disease Control International, LLC. ("VDCI") shall indemnify and hold harmless Town of Firestone and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of VDCI, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: liability. VDCI warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. VDCI shall be liable to Town of Firestone for any loss, damages or costs incurred by Town of Firestone because of VDCI's duties under this warranty.

2. Warranty & Disclaimer

Vector Disease Control International, LLC. ("VDCI") is engaged in the business of mosquito control and abatement, and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequences of some mosquito bites which may include transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because VDCI has not been retained to eradicate the mosquito population, VDCI can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection before, during or after the completion of the VDCI mosquito control services.

VDCI warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, VDCI makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. Client understands and agrees that any liability of VDCI regarding the Project shall be limited to negligence of VDCI in the carrying out of its professional services under the

contract, and shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

VDCI will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Vector Disease Control International, LLC.

3. No private vehicles will be operated in Town of Firestone in connection with the Mosquito Control Program.

4. Workman's Compensation, Automotive and General Liability Insurance are in place.
(Certificates available upon request)

5. Ownership of Work Product

The parties recognize and agree that Vector Disease Control International, LLC. (VDCI) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Vector Disease Control International, LLC. VDCI retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. Town of Firestone may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. Independent Contractor.

The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of Town of Firestone for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker's compensation benefits from Town of Firestone, its elected officials, agents, or any program administered or funded by Town of Firestone. Contractor shall be entitled to unemployment insurance or worker's compensations insurance only if unemployment compensation coverage or worker's compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.

ATTACHMENT "C" - CONTRACTUAL SERVICE COST AGREEMENT

VECTOR DISEASE CONTROL INTERNATIONAL, LLC. 2021-2023 CONTRACTUAL SERVICE COST AGREEMENT August 26th, 2020

For the Town of Firestone for the 2021-2023 seasons only:

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2021: \$35,500**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three-year period, 2021-2023 with a 2.5% annual price increase. *The yearly continuation of this project is subject to the appropriation of funds by the Town of Firestone on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2021 through 2023 seasons. The Town of Firestone also agrees to the terms set forth in Attachment "B". These prices are complete and fully earned. Billing will be in 5 equal monthly installments (May - September). If new areas are to be covered they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2021-2023), Sign Here:

Name (X) _____ Title _____ Date _____.

For Vector Disease Control International, LLC.

Name  Title Regional Director Date 1/8/2021
Jason Williams

Invoices should be sent to:

Name _____ Title _____
Address _____ Phone _____
City, State, Zip _____ Email _____

Please Keep This Copy for Your Records

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: March 8, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Ordinance 1023: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 2.50 OF THE FIRESTONE MUNICIPAL CODE REGARDING UNCLAIMED PROPERTY

RECOMMENDATION

Staff recommends approval of Ordinance 1023.

SUMMARY

This new ordinance updates our current antiquated unclaimed property ordinance and increases efficiency by:

1. Removing the requirement of the Police Department to publish a notice in a newspaper of general circulation for unclaimed property in its possession
2. Allowing the publication notice of unclaimed property to be posted on the Police Department website
3. Updating relevant definitions related to unclaimed property

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The current Unclaimed Property ordinance (Chapter 2.50) was passed in 1992 without any significant updates since then.

ATTACHMENTS

1. Ordinance 291
2. ORDINANCE 1023 Unclaimed Property Final
3. Ordinance 641

TOWN OF FIRESTONE

ORDINANCE NO. 291

AN ORDINANCE CONCERNING UNCLAIMED PROPERTY

WHEREAS, certain property held by or under the control of the Town which is owned by an individual or entity may be unclaimed by the owner; and

WHEREAS, the Town desires to establish an administrative procedure for notification and, where possible, transfer of unclaimed property to the owner; and

WHEREAS, the Board of Trustees declares that an emergency exists because of the need to ensure that a comprehensive Town procedure for the administration and disposition of unclaimed property is effective in a timely manner;

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

Section 1. Title 2 of the Firestone Municipal Code is hereby amended by the addition of the following new Chapter 2.50:

**CHAPTER 2.50
UNCLAIMED PROPERTY**

2.50.010	Unclaimed property - definitions.
2.50.020	Procedure for disposition of unclaimed property.
2.50.030	Sale of unclaimed property.
2.50.040	Disposition of perishable, bulky, etc. property.
2.50.050	Illegal weapons.

2.50.010 Unclaimed property - definitions.

A. **Purpose.** The purpose of this Chapter is to provide for the administration and disposition of unclaimed property which is in the possession of or under the control of the Town.

B. **Definitions.** As used in this Chapter, unless otherwise required by context or use, words and terms shall be defined as follows:

1. "Unclaimed property" means any tangible, or intangible property, including any income or increment derived therefrom, less any lawful charges, that is held by or under the control of the Town and which has not been claimed by its owner for

a period of more than one year after it became payable or distributable; however, the term excludes any motor vehicle to which the provisions of Section 2.48.070 are applicable.

2. "Owner" means a person or entity, including a corporation, partnership, association, governmental entity other than the Town, or a duly authorized legal representative or successor in interest of same, which owns unclaimed property held by the Town.

3. "Marshal" means the Marshal of the Town or the Marshal's designee.

2.50.020 Procedure for disposition of unclaimed property.

A. The Marshal shall designate one or more employees of the Town to act as custodian of property seized or taken by the police or other property deposited to the Town's care and shall provide a suitable location for the safekeeping of such property. It shall be the duty of any custodian of such property to keep a record of the receipt and disposition of all property coming into custodian's care and to include such information as the Marshal may require.

B. Prior to disposition of any unclaimed property having an estimated value of Fifty Dollars (\$50.00) or more, the Marshal shall send a written notice by certified mail, return receipt requested, to the last known address, if any, of any owner of unclaimed property. The last known address of the owner shall be the last address of the owner as shown by the records of the Town department or agency holding the property. The notice shall include a description of the property, the amount or estimated value of the property, and, when available, the purpose for which the property was deposited or otherwise held. The notice shall state where the owner may make inquiry of, or claim the property. The notice shall also state that if the owner fails to provide the Marshal with a written claim for the return of the property within sixty (60) days of the date of the notice, the property shall become the sole property of the Town and any claim of the owner to such property shall be deemed forfeited.

C. Prior to disposition of any unclaimed property having an estimated value of less than Fifty Dollars (\$50.00) or having no last known address of the owner, the Marshal shall cause a notice to be published in a newspaper of general circulation in the Town. The notice shall include a description of the property, the owner of the property, the amount or estimated value of the property and, when available, the purpose for which the property was deposited or otherwise held. The notice shall state where the owner may make inquiry of, or claim the property. The notice shall also state that if the owner fails to provide the Marshal with a written claim for the return of the property within sixty (60) days of the date

of the publication of the notice, the property shall become the sole property of the Town and any claim of the owner to such property shall be deemed forfeited.

D. If an apparent owner has not made a claim to the property within the above stated sixty-day claim period, the finder of record shall be notified by mail and the finder shall have twenty (20) days to claim the property. If, within the twenty-day period, the finder makes a demand for the unclaimed property and tenders payment to the Town for all reasonable costs incurred by the Town in connection with the possession, storage, publications, and mailing of notices regarding the unclaimed property, the property shall be returned to the finder. In the event the finder of unclaimed property is an officer or employee of the Town and takes possession of such property, the Town shall be deemed the finder of the property.

E. If no claimant establishes a right to the unclaimed property by the expiration of the time period set forth in the mailed or published notice, and no finder has claimed the property within the time period set forth in a notification to any finder, the property shall escheat to the Town and the owner or person entitled to the property shall be forever barred from any and all claim or right to such property or the proceeds thereof.

F. If the Marshal receives a written claim within the sixty-day claim period, the Marshal shall evaluate the claim and give written notice to the claimant within ninety (90) days thereof that the claim has been accepted or denied in whole or in part. The Marshal may investigate the validity of a claim and may request further supporting documentation from the claimant prior to disbursing or refusing to disburse the property. Upon determination of the rightful owner, the Marshal shall request the owner to reimburse the Town for all reasonable costs incurred by the Town including all reasonable costs incurred by the Town in connection with the possession, storage, publications, and mailing of notices regarding the unclaimed property.

G. In the event there is more than one claimant for the same property, the Marshal may, in the Marshal's sole discretion, resolve said claims, or may resolve such claims by depositing the disputed property with the registry of the District Court in an interpleader action.

H. In the event that all claims filed are denied, the property shall become the sole property of the Town and any claim of the owner of such property shall be deemed forfeited.

I. Any legal action filed challenging a decision of the Marshal shall be filed pursuant to Rule 106 of the Colorado Rules of Civil Procedure within thirty (30) days of such decision or

shall be forever barred. If any legal action is timely filed, the property shall be disbursed by the Marshal pursuant to the order of the court having jurisdiction over such claim.

J. The Marshal is authorized to establish and administer procedures for the administration and disposition of unclaimed property consistent with this Chapter.

2.50.030 Sale of unclaimed property.

A. Unclaimed property that becomes the property of the Town under Section 2.50.020 shall be disposed of by sale, unless the Board of Trustees provides for a different manner of disposition. However, no firearm or any other deadly weapon shall be subjected to public auction.

B. If the property is to be disposed of by sale, the Town Clerk shall:

1. Cause a notice of such sale to be published on three (3) different days, in a newspaper of general circulation in the Town setting forth the date, time, and place of the sale at least ten (10) days after the last publication of notice of sale. The notice shall contain a description of the property to be sold and a statement that the property will be sold at public auction to the highest bidder for cash;

2. At the date and place designated for the sale of the unclaimed property described in the notice of sale, cause the unclaimed property to be auctioned to the highest bidder for cash unless the Marshal determines the sale would not be in the best interest of the Town. No money or negotiable instruments shall be sold at such a sale; they shall become the property of the Town if unclaimed by the owner thereof. If a bid is not made for the unclaimed property offered at such sale, the unclaimed property shall become the property of the Town;

3. Upon receipt of the cash from the purchaser of the unclaimed property, provide a receipt for the property and deliver the article together with the bill of sale to the purchaser; and

4. Apply proceeds of the sale of said unclaimed property first to costs of the keeping and sale of said property, and place the balance of said proceeds in the general fund of the Town.

C. There is no right of redemption from a sale and conveyance of unclaimed property that becomes the property of the Town.

2.50.040 Disposition of perishable, bulky, etc. property.

A. Notwithstanding any other provision of this chapter, if any property seized or taken possession of by the Town is of perishable nature, or is bulky, or is of such a nature as to make it dangerous or inadvisable to retain possession thereof for the length of time specified in this chapter, the Marshal, setting forth his reasons why the property should not be retained for the period fixed before selling or disposing of same, may, with the approval of the Mayor, cause the property to be forthwith advertised in the newspaper of general circulation, and sell or dispose of the property at public sale at any time after three (3) days shall have elapsed from the seizure or taking possession thereof.

B. In the event the unclaimed property reasonably appears to pose a sanitary or health hazard if stored, the Marshal may immediately dispose of such property and shall keep a log describing all property disposed of for these reasons.

2.50.050 Illegal weapons.

Notwithstanding any other provisions of the Firestone Municipal Code, all illegal weapons, pistols, and handguns, and all property the possession of which is illegal by virtue of any Town, state or federal law shall be destroyed or turned over to the appropriate authority and shall not otherwise be subject to disposition under Section 2.50.020.

Section 2. Section 2.48.050 and Section 2.48.060 of the Firestone Municipal Code are hereby repealed.

Section 3. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. The repeal or modification of any provision of the Municipal Code of the Town of Firestone by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of

sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

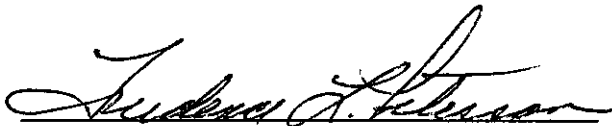
Section 6. The Board of Trustees herewith finds, determines, and declares that this Ordinance is necessary to the immediate preservation of the public health and safety. This ordinance shall be effective upon adoption and approval by the Mayor.

INTRODUCED, READ, ~~ADOPTED~~, APPROVED, AND ORDERED PUBLISHED IN FULL this 25th day of June, 1992.

TOWN OF FIRESTONE, COLORADO


Rick Patterson
Mayor

Attest:


Trudy Peterson
Town Clerk

ORDINANCE NO. ____

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 2.50
OF THE FIRESTONE MUNICIPAL CODE REGARDING UNCLAIMED PROPERTY**

WHEREAS, the Town's procedures for the disposition of unclaimed property held by the Police Department set forth in Chapter 2.50 of the Firestone Municipal Code have not been updated since 2007; and

WHEREAS, the Police Department desires that the procedures be updated to provide for the efficient disposition of abandoned, lost or unclaimed property.

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

Section 1. Chapter 2.50, Unclaimed Property, of the Firestone Municipal Code is repealed in its entirety and reenacted to provide:

2.50.010 – Unclaimed Property – Definitions.

The following words, terms and phrases, when used in this chapter shall, unless otherwise specified, mean as follows:

Abandoned, lost, or unclaimed property means any item or items, except for motor vehicles, that come into the possession of the police department and for which the custodian is unable to determine an owner.

Chief of police means the chief of the Firestone Police Department or the chief's designee.

Custodian means the person assigned by the chief of police to act as the official holder of all property coming into the possession of the police department.

Criminal instruments means any personal property seized as evidentiary property and used directly in the commission of any criminal act, other than such property used in the commission of a traffic offense.

Day(s), means calendar day.

Evidence means an item or material that has probative value in either tending to prove or disprove a material fact in a criminal manner.

Owner means a person or entity or a duly authorized legal representative of same, which has a legal or equitable interest in property subject to this chapter.

2.50.020 – Control of property.

The provisions of this chapter shall, unless otherwise required by law, govern the disposition of all property delivered or otherwise coming into the possession of the police department.

Such property shall, upon coming into possession of the town, be delivered to the custodian, who shall secure and keep a record of all such property, which shall include when and from where the property was obtained.

2.50.030 – Disposition of property.

All abandoned, lost, or unclaimed property, and all property that is no longer being held as evidence in a judicial proceeding shall be disposed of as follows:

(1) *Last known owner determined by custodian.*

a. If, following examination of the property and those public records readily available to the custodian, the custodian is able to identify the owner of the property, the custodian shall notify the apparent owner by a written notice sent by United States Postal Service first class mail to the last known address of the apparent owner. Such notice shall state that if the owner does not make claim to the property within thirty (30) days of the date of notice, any claim of ownership shall be waived, and the property shall be deemed forfeited, and become the sole property of the town. In addition, the notice shall state how to notify the police department to make a claim to the property. The claimant must provide photo identification to the custodian prior to release of any property.

b. If the apparent owner is unable to perfect a claim such person may designate an agent to perform such task. The agent must provide the custodian proof of entitlement, which may include a notarized letter setting forth the agent's powers and duties, a power of attorney or court order.

(2) *No last known owner determined.* If, following examination of the property and public records readily available to the custodian, the custodian is unable to determine the identity of the owner, the property shall, subject to the procedure set forth in section 2.50.030 (3) herein, be deemed considered abandoned, lost, or unclaimed.

(3) *Procedure.* The custodian shall publish a notice in the town's public web-site and post notice on the police department's website for a period of fourteen (14) days for any property having a value of two hundred dollars (\$200.00) or more, as determined by the custodian, that has not been claimed by the last known owner, and for all other property that has been deemed abandoned, lost, or unclaimed. The notice shall describe the property and contain a statement that the custodian is holding the property, and the place at which the property may be claimed. The notice shall state that the owner, in claiming the property, must provide proof of ownership acceptable to the custodian. The claimant must also provide photo identification to the custodian prior to release of any property. The notice shall state that if no person comes forward within thirty (30) days of the expiration of the posting of the notice, any claim of ownership shall be deemed waived, and the property deemed forfeited and the sole property of the town.

(4) *Form of claim.* Any claim for property shall be on such form or forms as shall be provided by the custodian, shall be in writing, and shall be signed by the claimant.

a. Each claim received by the custodian, within the claim period as set forth herein, shall be evaluated by the custodian. The custodian may at any time during evaluation of the claim request additional supporting documentation from the claimant.

b. If there is more than one (1) claimant for the same property, the custodian may deposit the disputed property with the registry of the district court in an interpleader or other action. Should the custodian petition any court to resolve any disputed claims, the

custodian shall notify each claimant of this action.

c. If a claim is upheld with respect to any unclaimed property, the claimant shall, as a prerequisite to recovering possession, reimburse the town for all reasonable expenses incurred in the storing or handling of such property.

d. If a claim is denied with respect to any unclaimed property, such property shall be deemed forfeited and the town shall become the sole property.

(5) Any property deemed forfeited to the town may be disposed of in the following manner:

a. The property may be sold or auctioned in accordance with police department policy.

b. The property may be donated to a recognized charitable institution or nonprofit organization.

c. The property may, in the discretion of the custodian, be retained by the police department for use in training or for other official duties.

d. The property may otherwise be destroyed or disposed of as deemed appropriate by the custodian.

2.50.040 – Exceptions.

(1) *Disposition of dangerous, hazardous, or nominal value property.* The provisions of section 2.50.030 do not apply to the disposition of dangerous property or property of a value of less than two hundred dollars (\$200.00), as determined by the custodian, any of which, unless ordered otherwise by judicial order, may be destroyed or disposed of as deemed appropriate by the custodian.

a. Dangerous or hazardous property includes, but is not limited to, burglary tools, explosives, armor or bulletproof clothing; gambling apparatus; beer, wine, spirituous liquors, or fermented malt beverages; cigarettes or tobacco products; soiled, bloody, or unsanitary clothing and goods; hazardous solids or liquids, drugs, medicines, pharmaceutical products; hallucinogenic substances, hypodermic syringes or needles; obscene pictures, images, or other such objects, contained in or on any media or format; any poisonous or noxious solids or liquids; or any other property which reasonably might result in injury to the health or safety of the public or be the subject of unlawful use.

(2) *Disposition of criminal instruments.* The provisions of section 2.50.030 do not apply to the disposition of criminal instruments. Criminal instrument(s) used by the owner in a criminal episode shall be destroyed or may be used by the town unless the owner is exonerated of all charges. Exoneration shall not include a plea of guilty to any charge in exchange for dismissal of any other charge, a deferred judgment and sentence, or a no contest plea.

a. Criminal instrument(s) used by someone other than the owner in a criminal episode shall be destroyed or may be used by the town, unless the owner can prove to the custodian that the property had been taken from the owner and used without the owner's consent, express or implied, or that the owner was not involved in the criminal acts and neither knew nor reasonably should have known of those acts.

(3) *Disposition of weapons and firearms.* The provisions of section 2.50.030 do not apply to the disposition of weapons, including firearms, cartridges, and ammunition. These items shall be disposed of as follows:

a. *Illegal or contraband weapon.* Any weapon that is illegal, or deemed to be contraband pursuant to state or federal law shall be deemed forfeited and become the sole property of

the town and disposed of as set forth in section 2.50.030 (5) herein.

b. *Lawful possession apparent.* If the custodian has determined that the item may be lawfully possessed by the owner, or other person entitled to the possession of the item, or if there exists a court order directing that the item be released to such person, the custodian shall release the item in accordance with the custodian's determination or the court order.

(4) *Lawful possession not apparent.* If the custodian has determined that the owner or other person seeking possession of the item is not legally entitled to possession of the item pursuant to federal, state, or local law, and if there exists no court order directing that the item be released to any person, the forfeited item shall be disposed by the custodian as follows:

- a. The custodian may authorize the destruction of the item.
- b. The custodian may authorize the retention of the item by the police department for the purpose of training members of the department in the identification, safe handling, and operation of those weapons.
- c. The custodian may authorize the sale of the item, provided that the sale is restricted to federally licensed dealers or collectors.

Section 2. 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 3. 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 4. 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 _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney

ORDINANCE NO. 641

AN ORDINANCE AMENDING CHAPTER 2.50 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE DISPOSITION OF UNCLAIMED PROPERTY HELD BY THE TOWN

WHEREAS, the Board of Trustees has previously adopted provisions for the administration and disposition of unclaimed property in the possession or control of the Town and such provisions are as codified as Chapter 2.50 of the Firestone Municipal Code; and

WHEREAS, the Board of Trustees desires to amend Chapter 2.50 of the code regarding the disposition of unclaimed property held by the Town to reduce the administrative burdens involved in the disposition of unclaimed property and to allow the Town to provide for the sale of such property by agreement.

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

Section 1. Chapter 2.50 of the Firestone Municipal Code is hereby amended to read as follows (words to be deleted shown in ~~strikeout~~; words to be added underlined):

Chapter 2.50

Unclaimed Property

Sections:

- 2.50.010 Unclaimed property--Definitions.
- 2.50.020 Procedure for disposition of unclaimed property.
- 2.50.030 Sale of unclaimed property.
- 2.50.040 Disposition of perishable, bulky, etc., property.
- 2.50.050 Illegal weapons.

2.50.010 Unclaimed property--Definitions.

A. Purpose. The purpose of this chapter is to provide for the administration and disposition of unclaimed property which is in the possession of or under the control of the town.

B. Definitions. As used in this chapter, unless otherwise required by context or use, words and terms shall be defined as follows:

1. "Unclaimed property" means any tangible or intangible property, including any income or increment derived therefrom, less any lawful charges, that is held by or under the control of the town and which has not been claimed by its owner for a period of more than one year after it became payable or distributable;

however, the term excludes any motor vehicle to which the provisions of Section 2.48.070 are applicable.

2. "Owner" means a person or entity, including a corporation, partnership, association, governmental entity other than the town, or a duly authorized legal representative or successor in interest of same, which owns unclaimed property held by the town.

3. "Marshal Custodian" means the ~~marshal~~ chief of police of the town or the ~~marshal's~~ designee thereof.

2.50.020 Procedure for disposition of unclaimed property.

A. The ~~marshal~~ chief of police shall designate one or more employees of the town to act as eCustodian of property seized or taken by the police or other property deposited to the town's care and shall provide a suitable location for the safekeeping of such property. It shall be the duty of ~~any the~~ Ceustodian of such property to keep a record of the receipt and disposition of all property coming into the Ceustodian's care and to include such information as the ~~marshal~~ chief of police may require.

B. Prior to disposition of any unclaimed property having an estimated value of ~~fifty~~ twenty dollars or more, the ~~marshal~~ Custodian shall send a written notice by ~~certified mail, return receipt requested,~~ to the last known address, if any, of any known owner of unclaimed property. The last known address of the owner shall be the last address of the owner as shown by the records of the town department or agency holding the property. The notice shall include a description of the property, the amount or estimated value of the property, and, when available, the purpose for which the property was deposited or otherwise held. The notice shall state where the owner may make inquiry of or claim the property. The notice shall also state that if the owner fails to provide the ~~marshal~~ Custodian with a written claim for the return of the property within ~~sixty~~ thirty days of the date of the notice, the property shall become the sole property of the town and any claim of the owner to such property shall be deemed forfeited.

C. Prior to disposition of any unclaimed property having an estimated value of ~~less more than two hundred~~ fifty dollars ~~or and~~ having no last known address of the owner ~~or no known owner~~, the ~~marshal~~ Custodian shall cause a notice to be published in a newspaper of general circulation in the town. The notice shall include a description of the property, the owner of the property (if known), the amount or estimated value of the property and, when available, the purpose for which the property was deposited or otherwise held. The notice shall state where the owner may make inquiry of or claim the property. The notice shall also state that if the owner fails to provide the ~~marshal~~ Custodian with a written claim for the return of the property within ~~sixty~~ thirty days of the date of the publication of the notice, the

property shall become the sole property of the town and any claim of the owner to such property shall be deemed forfeited.

D. If an apparent owner has not made a claim to the property within the above stated ~~sixty~~thirty-day claim period, the finder of record shall be notified by mail and the finder shall have ~~twenty~~ thirty days to claim the property. If, within the ~~twenty~~thirty-day period, the finder makes a demand for the unclaimed property and tenders payment to the town for all reasonable costs incurred by the town in connection with the possession, storage, publication and mailing of notices regarding the unclaimed property, the property shall be returned to the finder. In the event the finder of unclaimed property is an officer or employee of the town and takes possession of such property, the town shall be deemed the finder of the property.

E. If no claimant establishes a right to the unclaimed property by the expiration of the time period set forth in the mailed or published notice, and no finder has claimed the property within the time period set forth in a notification to any finder, the property shall escheat to the town and the owner or person entitled to the property shall be forever barred from any and all claim or right to such property or the proceeds thereof.

F. If the ~~marshal~~ Custodian receives a written claim within the ~~sixty~~thirty-day claim period, the ~~marshal~~ Custodian shall evaluate the claim and give written notice to the claimant within ninety days thereof that the claim has been accepted or denied in whole or in part. The ~~marshal~~ Custodian may investigate the validity of a claim and may request further supporting documentation from the claimant prior to disbursing or refusing to disburse the property. Upon determination of the rightful owner, the ~~marshal~~ Custodian shall request-receive from the owner to-reimbursement to the town for all reasonable costs incurred by the town including all reasonable costs incurred by the town in connection with the possession, storage, publication and mailing of notices regarding the unclaimed property, prior to the release of the unclaimed property.

G. In the event there is more than one claimant for the same property, the ~~marshal~~ Custodian may, in the ~~marshal's~~ Custodian's sole discretion, resolve said claims, or may resolve such claims by depositing the disputed property with the registry of the district court in an interpleader action.

H. In the event that all claims filed are denied, the property shall become the sole property of the town and any claim of the owner of such property shall be deemed forfeited.

I. Any legal action filed challenging a decision of the ~~marshal~~ Custodian shall be filed pursuant to Rule 106 of the Colorado Rules of Civil Procedure within thirty days of such decision or shall be forever barred. If any legal action is timely filed, the

property shall be disbursed by the ~~marshal~~ Custodian pursuant to the order of the court having jurisdiction over such claim.

J. The ~~marshal~~ chief of police is authorized to establish and administer procedures for the administration and disposition of unclaimed property consistent with this chapter.

2.50.030 Sale of unclaimed property.

A. Unclaimed property that becomes the property of the town under Section 2.50.020 shall be disposed of by sale, unless the board of trustees provides for a different manner of disposition. However, no firearm or any other deadly weapon shall be ~~subjected to public auction~~ disposed of by sale, except that the board of trustees, in its sole discretion and upon terms and conditions it determines, may authorize the sale or donation of a firearm with documented historical value.

B. If the property is to be disposed of by sale, the ~~town clerk~~ Custodian shall:

1. Cause a notice of such sale to be published once, at least three weeks in advance of the sale on three different days, in a newspaper of general circulation in the town describing the property and setting forth the date, time and place of the sale or the date, time and manner in which unclaimed property will be made available for sale at least ten days after the last publication of notice of sale. The notice shall contain a description of the property to be sold and a statement that the property will be sold at public auction to the highest bidder for cash;

2. ~~At the date and place designated for the sale of the unclaimed property described in the notice of sale;~~ Cause the unclaimed property to be auctioned for cash to the highest bidder, or provide for the sale of such item through an agreement for such services as approved by the Board of Trustees, for cash unless the marshal-Custodian determines the sale would not be in the best interest of the town. No money or negotiable instruments shall be sold at such a sale; they shall become the property of the town if unclaimed by the owner thereof. If a bid is not made for the unclaimed property offered at such for sale, the unclaimed property shall becomeremain the property of the town;

3. Upon receipt of the cash from the purchaser of the unclaimed property, provide a receipt for the property and deliver the article together with the bill of sale to the purchaser; and

4. Apply proceeds of the sale of said unclaimed property first to costs of the keeping and sale of said property, and place the balance of said proceeds in the general fund of the town.

C. There is no right of redemption from a sale and conveyance of unclaimed property that becomes the property of the town.

2.50.040 Disposition of perishable, bulky, etc., property.

A. Notwithstanding any other provision of this chapter, if any property seized or taken possession of by the town is of perishable nature, or is bulky, or is of such a nature as to make it dangerous or inadvisable to retain possession thereof for the length of time specified in this chapter, the ~~marshal~~ chief of police or designee thereof, setting forth ~~his~~ the reasons why the property should not be retained for the period fixed before selling or disposing of the same, may, with the approval of the mayor, cause the property to be forthwith advertised in the newspaper of general circulation, and sell or dispose of the property at public sale at any time after three days shall have elapsed from the seizure or taking possession thereof.

B. In the event the unclaimed property reasonably appears to pose a sanitary or health hazard if stored, the ~~marshal~~ chief of police or designee thereof may immediately dispose of such property and shall keep a log describing all property disposed of for these reasons.

2.50.050 Illegal weapons.

Notwithstanding any other provisions of this code, all illegal weapons, pistols and handguns, and all property the possession of which is illegal by virtue of any town, state or federal law shall be destroyed or turned over to the appropriate authority and shall not otherwise be subject to disposition under Section 2.50.020, 2.50.030 or 2.50.040.

Section 2. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Board hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

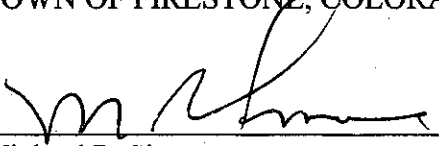
Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. The repeal or modification of any provision of the Municipal Code of the Town of Firestone by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any

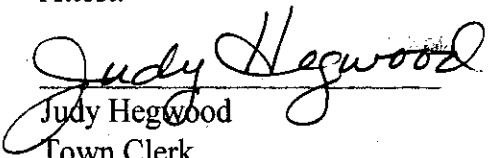
judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this 14th day of June, 2007.

TOWN OF FIRESTONE, COLORADO


Michael P. Simone
Mayor

Attest:


Judy Hegwood
Town Clerk



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.d

Consent Agenda

Meeting Date: March 8, 2023

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 23-28: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving Change Order No. 1 to the construction contract with Sun Valley Electric, Inc. for the FAST H-Well Pump Station project, and authorize the Mayor to execute the change order on behalf of the Town.

SUMMARY

Approval of this Change Order will extend Sun Valley Electric's contract to April 1, 2023, and increase the original contract price by \$7,725.00.

The Engineer recommends extending the contract to April 1, 2023, due to delays caused by late delivery of supplies, weather, and United Power.

In addition to the time extension, Sun Valley Electric, St. Vrain Water Treatment Plant Injection Pump Station project electrician, was asked to perform additional work. The work includes exterior lighting at pedestrian doors, an additional pump room and louver system thermostat, crossover stairs for easier access to the brine tank containment area, and conveying raw water to the two brine tanks for pump testing improvements to the Injection Pump Station's facilities.

Utilizing Sun Valley Electric to perform this work directly for the Town is practical and cost-effective as it avoids coordination with others and extra administrative costs.

FINANCIAL CONSIDERATIONS

Change Order No. 1 will increase the project cost by \$7,725.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On May 11, 2022, the Board of Trustees approved Resolution 22-64 approving a construction contract with Sun Valley Electric, Inc. for the construction of the FAST H-Well Pump Station project.

ATTACHMENTS

1. Reso 23-28 Sun Valley Electric Inc
2. W2020-9531.02 H-Well PS Construction CO 1 (signed)
3. Vicinity Map

RESOLUTION NO. 23-28

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE
COLORADO APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN
THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR
CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT
HORIZONTAL WELL PUMP STATION**

WHEREAS, by Resolution No. 22-64 the Town of Firestone ("Town") entered into a contract with Sun Valley Electric Inc. ("Sun Valley") to construct the Firestone Alluvial Supply Treatment ("FAST") Horizontal Well Pump Station; and

WHEREAS, due to delays caused by the late delivery of supplies, weather and United Power, Sun Valley requests that the contract time be extended to April 1, 2023; and

WHEREAS, though the St. Vrain Water Treatment Plant Injection Pump Station for which Sun Valley served as electrician is complete, the Town desires to add certain improvements, which include additional exterior lighting, an additional thermostat and access improvements to the Injection Pump Station's facilities all of which can be done by Sun Valley; and

WHEREAS, the Injection Pump Station's Contractor has advised the Town that as it would have to hire a subcontractor to construct the improvements it would be less expensive to have Sun Valley perform the requested work and the cost effectiveness would be further increased by the fact that the Injection Pump Station is on the same property as the FAST Horizontal Well Pump Station.

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

Change Order No. 1 to the FAST Horizontal Well Pump Station Contract between the Town of Firestone and Sun Valley Electric Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Change Order on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Deputy Town Clerk

William P. Hayashi, Town Attorney

SECTION 00941
CHANGE ORDER

No. 1

Date of Issuance: 01/16/2023

Effective Date: 01/16/2023

Project: Firestone FAST Pump Station	Owner: Town of Firestone	Owner's Contract No.: W2020-9531.02
Contract: W2020-9531.02	Date of Contract: 5/11/2022	
Contractor: Sun Valley	Engineer's Project No.:	

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

Description:

Sun Valley is being issued a change in contract price for an increase in scope of work for additional electrical work at the Injection Well Pump Station. Additional scope of work includes; Providing and installing exterior lighting at each mandoor with single pull switch, box, and associated conduit, fittings and wiring (\$2,840.00 for both lights), Providing and installing Crossover Stairs at the Containment Wall (\$2,800), providing and installing exhaust fan thermostat including associated electrical conduit and wiring (\$445.00), filling both 500bbl tanks approximately 50% full to allow for testing (\$1,640.00). Total change in price is \$7,725. Sun Valley is also being issued a change in time due to VFD delivery and building permit delays. Substantial completion is being moved to January 20th based on Sun Valley's schedule with a Final Completion Date of February 3rd.

The Following Line Items are Added to the contract:

PCO#1.1 – Provide and Install (2) New Exterior Lights	\$2,840.00
PCO#1.2 – Provide and Install Crossover Stairs at Containment	\$2,800.00
PCO#1.3 – Fill tanks 500bbl tank to approximately 50% to allow for testing (previously completed)	\$1,640.00
PCO#1.4 – Provide and Install Exhaust Fan Thermostat	\$445.00

Attachments (list documents supporting change):

Sun Valley Proposal #102722-01 Rev.01 (Engineer markup)
Sun Valley Proposal #102722-01 (Engineer markup)
Construction Schedule

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$420,450.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

\$0.00

Contract Price prior to this Change Order:

\$420,450.00

[Increase] [Decrease] of this Change Order:

\$7,725.00

Contract Price incorporating this Change Order:

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): August 15th 2022

Ready for final payment (days or date): August 31st 2022

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): n/a

Ready for final payment (days): n/a

Contract Times prior to this Change Order:

Substantial completion (days or date): August 15th 2022

Ready for final payment (days or date): August 31st 2022

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): March 17th 2023

Ready for final payment (days or date): April 1st 2023

Contract Times with all approved Change Orders:

Substantial completion (days or date): March 17th 2023

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
00941-1 of 2

\$428,175.00

Ready for final payment (days or date): April 1st 2023

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 2-20-2023
Approved by Funding Agency (if applicable):
NA

ACCEPTED:

By: _____
Owner (Authorized Signature)

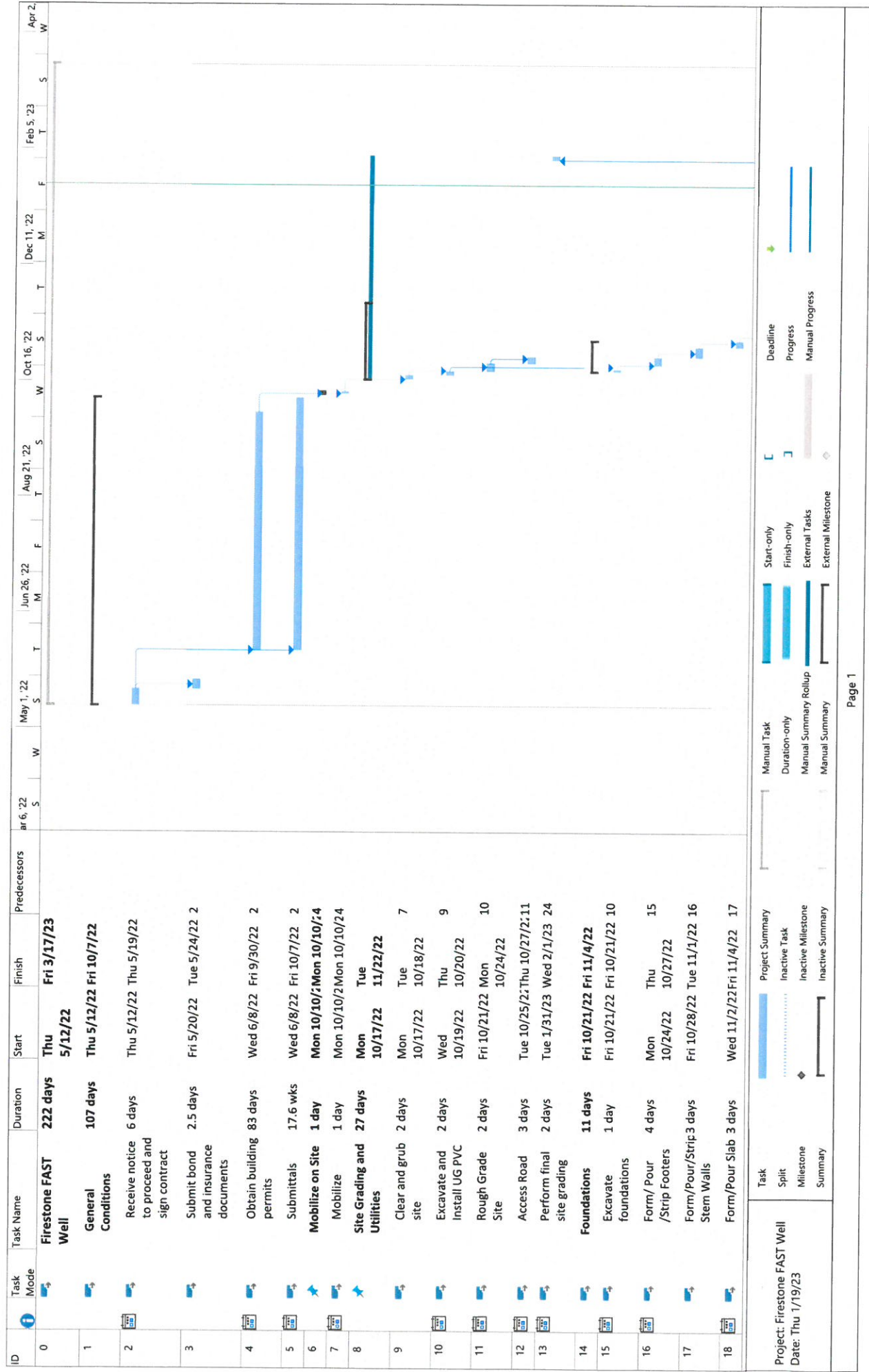
Date: _____

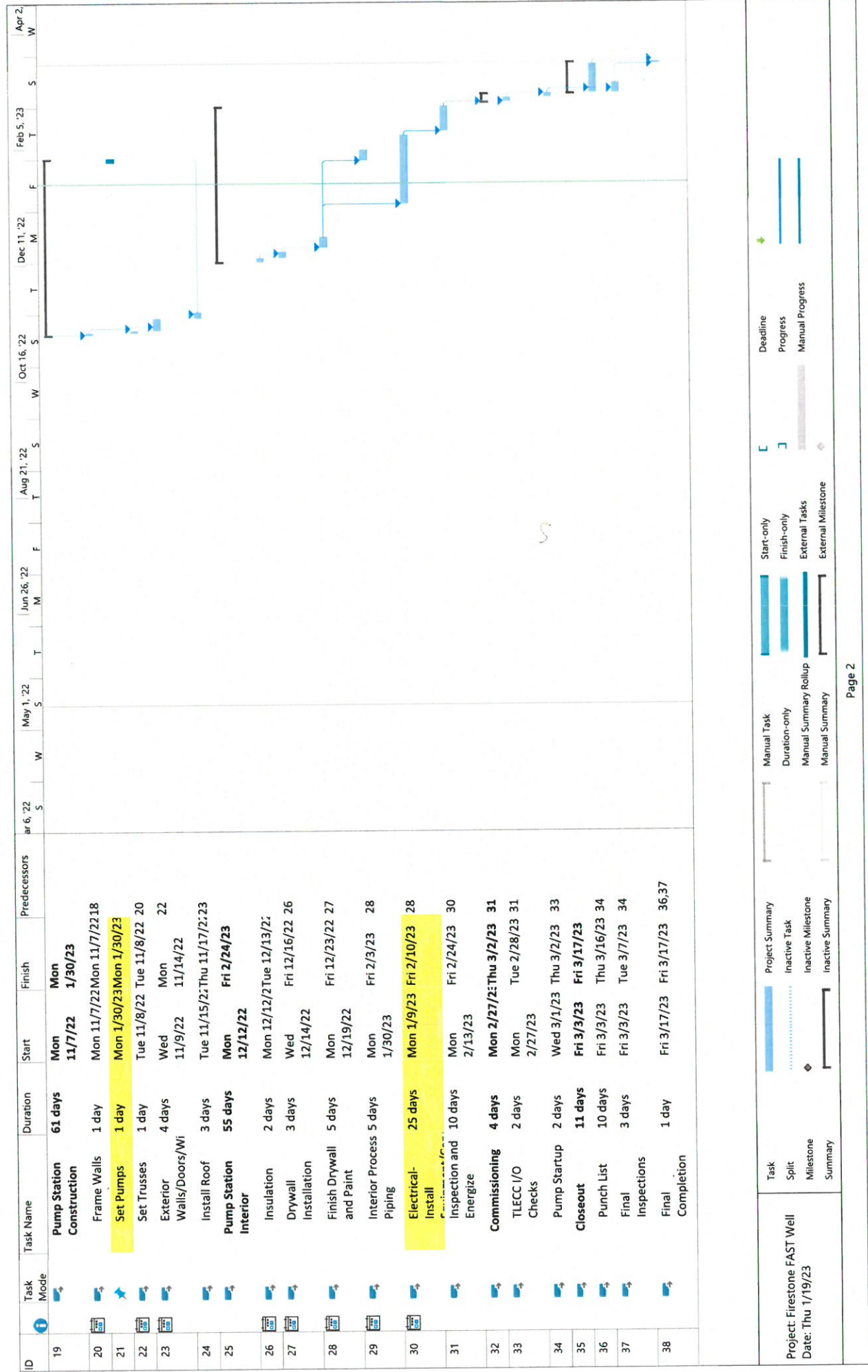
ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 1/30/2023

Date: _____





Sun Valley Electric, Inc.

5475 Hwy 86 Unit #3
Elizabeth, CO 80107
Office 303 646-6339 / Fax 303 646-6340
"NWBOC & SBE Certified"
www.Sv-Contractors.com

Colorado Civil Group
Attn: Dave Lindsay

Proposal # 102722-01 Rev.01

Date: Thursday, January 12, 2023
Engineer: N/A
Electrical Eng: N/A
Date of Plan: N/A
Plan #: N/A
Job Name: Misc. Electrical Changes in Pump Building
Fill Tanks from Fire Hydrant
Location: Firestone SWD Injection Well
Firestone, CO
SVE Contact: Matt Weber

We hereby submit specifications and or estimate, subject to all terms and conditions as follows:

SCOPE:

Electrical additions in pump building
Fill water tanks from hydrant for testing

#1- Provide and install (2) new exterior lights **\$2,840.00**
Provide and Install (2) RAB WPLED26 exterior light fixtures, one above each mandoor on pump building

Provide and Install single pole switch and box at each location
Provide and install conduit, fittings, and wiring

#2- Provide and install Crossover Stairs at Containment **\$2,800.00**
Provide and install Cotterman 5SPS24A7C1P3 Aluminum Crossover bridge
Provide and install concrete blocks for support point on containment exterior
Anchor to containment interior floor

#3- Fill both 500bbl tanks approximately 50% to allow for testing (previously completed) **\$1,640.00**
Extra labor required due to problems getting water to fire hydrant
Pick up and return hose
Rental- 300' of 2.5" hose for 2 days
Total hours-19

#4- Provide and install Exhaust Fan Thermostat **\$445.00**

EXCLUDED: Anything not Specifically Mentioned in this Proposal

Lighting Controls
Night-Time/Afterhours Work
Permits fees
Emergency backup
Procurement/installation of service equipment
Patching/Painting
Electrical Acceptance Testing
Utility Fees
Bonding (@1.5%)
Taxes

We propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Seven Thousand Two Hundred Eighty and 00/100

dollars **\$7,725.00** ~~\$7,280.00~~

Note: This proposal may be withdrawn by us

Authorized

if not accepted within 30 days.

Signature

Matt Weber
President

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Sun Valley Electric, Inc.

5475 Hwy 86 Unit #3
Elizabeth, CO 80107
Office 303 646-6339 / Fax 303 646-6340
"NWBOC & SBE Certified"

www.Sv-Contractors.com

Colorado Civil Group
Attn: Dave Lindsay

Proposal # 102722-01

Date: Thursday, October 27, 2022
Engineer: N/A
Electrical Eng: N/A
Date of Plan: N/A
Plan #: N/A
Job Name: Misc. Electrical Changes in Pump Building
Fill Tanks from Fire Hydrant
Location: Firestone SWD Injection Well
Firestone, CO
SVE Contact: Matt Weber

We hereby submit specifications and or estimate, subject to all terms and conditions as follows:

SCOPE:

Electrical additions in pump building
Fill water tanks from hydrant for testing

#1- Provide and install (2) new exterior lights

\$2,840.00

Provide and install (2) RAB WPLED26 exterior light fixtures, one above each mandoor on pump building
Provide and install single pole switch and box at each location
Provide and install conduit, fittings, and wiring

#2- Provide and install exhaust fan thermostat

\$445.00

Provide and install 120v SPST thermostat, close on temperature rise
Intercept exhaust fan power conduit and extend down to switch
Pull and terminate

#3- Fill both 500bbl tanks approximately 50% to allow for testing (previously completed)

\$1,640.00

Extra labor required due to problems getting water to fire hydrant
Pick up and return hose
Rental- 300' of 2.5" hose for 2 days
Total hours-19

EXCLUDED: Anything not Specifically Mentioned in this Proposal

Lighting Controls
Night-Time/Afterhours Work
Permits fees
Emergency backup
Procurement/Installation of service equipment
Patching/Painting
Electrical Acceptance Testing
Utility Fees
Bonding (@1.5%)
Taxes

We propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Four Thousand Nine Hundred Twenty Five and 00/100

dollars

\$4,925.00

Note: This proposal may be withdrawn by us

Authorized

if not accepted within

30 days.

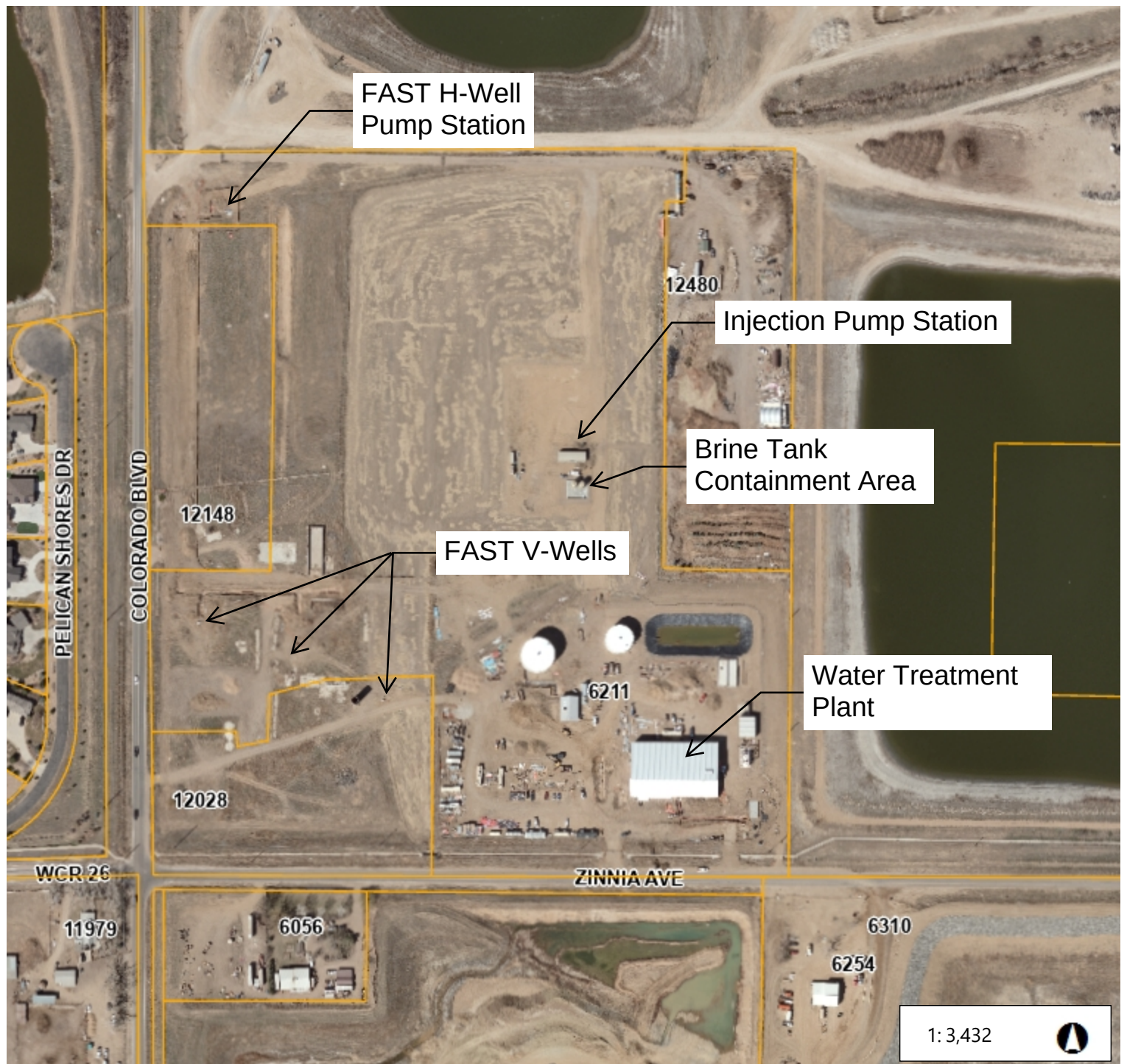
Signature

Matt Weber

Vice President

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

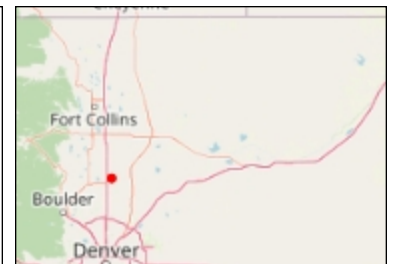
Signature



Legend

- Parcels
- Highway
- County Boundary

Notes



572.1 0 286.04 572.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.e

Consent Agenda

Meeting Date: March 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 23-29: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE APPOINTMENT OF TIMOTHY SPIEGELBERG AND JACI DAGGETT AS REGULAR MEMBERS TO THE TOWN OF FIRESTONE PLANNING AND ZONING COMMISSION

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Reso 23-29 Re-appointment of PC Comm'n'rs Spiegelberg and Daggett

RESOLUTION NO. 23-29

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, RATIFYING THE APPOINTMENT OF
TIMOTHY SPIEGELBERG AND JACI DAGGETT AS REGULAR
MEMBERS TO THE TOWN OF FIRESTONE PLANNING AND ZONING
COMMISSION**

WHEREAS, in accordance with the Town of Firestone Municipal Code, the Mayor is responsible for the appointment of Planning and Zoning Commission members while the Board of Trustees must ratify or confirm the Mayor's selections for appointment to the Firestone Planning and Zoning Commission; and

WHEREAS, the Mayor has selected Timothy Spiegelberg and Jaci Daggett for re-appointment to serve as regular members of the Firestone Planning and Zoning Commission, each for a six-year term ending on the fourth Thursday in January 2029; and

WHEREAS, both Timothy Spiegelberg and Jaci Daggett each appear to be qualified and willing to serve as a member of the Firestone Planning and Zoning Commission.

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

The appointments of Timothy Spiegelberg and Jaci Daggett to serve as a regular member, and Jaci Daggett as a regular member, on the Firestone Planning and Zoning Commission, each for a term beginning on the fourth Thursday in January 2023 and ending six years thereafter, are hereby ratified.

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.f

Consent Agenda

Meeting Date: March 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 23-30: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE APPOINTMENT OF PATRICK HANAFIN AS A REGULAR MEMBER TO THE TOWN OF FIRESTONE PLANNING AND ZONING COMMISSION

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Reso 23-30 Appointment of PC Regular

RESOLUTION NO. 23-30

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, RATIFYING THE APPOINTMENT OF
PATRICK HANAFIN AS A REGULAR MEMBER TO THE TOWN OF
FIRESTONE PLANNING AND ZONING COMMISSION**

WHEREAS, in accordance with the Town of Firestone Municipal Code, the Mayor is responsible for the appointment of Planning and Zoning Commission members while the Board of Trustees must ratify or confirm the Mayor's selection for appointment to the Firestone Planning and Zoning Commission; and

WHEREAS, the Mayor has selected Patrick Hanafin for appointment to serve as a regular member to the Firestone Planning and Zoning Commission, for a six-year term ending on the fourth Thursday in January 2029; and

WHEREAS, Patrick Hanafin appears to be qualified and willing to serve as an alternate member of the Firestone Planning and Zoning Commission.

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

The appointment of Patrick Hanafin to serve as a regular member on the Firestone Planning and Zoning Commission, for a term beginning on the fourth Thursday in January 2023 and ending six years thereafter, is hereby ratified.

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Presentation

Meeting Date: March 8, 2023

Initiated By:

Dept: Police

AGENDA TITLE

Police Department Awards

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Land Development

Meeting Date: March 8, 2023

Initiated By: Marty Ostholthoff

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-26: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSOLIDATED SERVICE PLAN FOR THE DENMORE METROPOLITAN DISTRICT NOS. 1-5

RECOMMENDATION

Staff recommends the Board of Trustees approve draft Resolution 23-26, a resolution approving the Consolidated Service Plan for Denmore Metropolitan District Nos. 1-5.

SUMMARY

The Town of Firestone has received a request to review and approve a Consolidated Service Plan ("Service Plan") for Denmore Metropolitan District Nos. 1-5 ("Districts"). The following are the primary terms of the proposed Service Plan:

1. The Districts are approximately 144 acres in area, consisting of the proposed Denmore development located at the northwest corner of Firestone Boulevard and Frontier Street.
2. Maximum Debt Mill Levy: 50 mills subject to the Mill Levy Adjustment. The Maximum Debt Mill Levy may increase to 60 mills if the Town and developer do not reach an agreement to share the costs of Regional Improvements identified on Exhibit D-1 of the Service Plan.
3. Maximum Debt Mill Levy Imposition Term: 40 years from initial debt issuance.
4. Maximum Operation and Maintenance Mill Levy: 60 mills until initial debt issuance, then 10 mills after debt issuance subject to the Mill Levy Adjustment.
5. Town Mill Levy: 3 mills collected yearly.
6. Estimated Public Improvement Costs: \$58,664,199.
7. Total Debt Limit: \$71,000,000.

Approval of the Service Plan for the Districts does not constitute the Town's approval of any future development or zoning applications for the subject property.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Denmore property was annexed into the Town of Firestone in July 2022 and the Denmore Preliminary Plat was approved in January 2023. Town staff are currently processing the first final plat for the proposed Denmore development.

ATTACHMENTS

1. Denmore Metropolitan District Nos. 1-5 Consolidated Service Plan
2. Resolution 23-26
3. Notices of Public Hearing

**CONSOLIDATED SERVICE PLAN
FOR
DENMORE METROPOLITAN DISTRICT NOS. 1-5**

TOWN OF FIRESTONE, COLORADO

Prepared
By



2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Approval Date:
March 8, 2023

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LIST OF EXHIBITS

- EXHIBIT A** Vicinity Map
- EXHIBIT B** Initial Boundary Map and Legal Description
- EXHIBIT C** Financial Plan
- EXHIBIT D** Capital Plan - List of Public Improvements
- EXHIBIT D-1** List of Regional Improvements
- EXHIBIT E** Disclosure Notice
- EXHIBIT F** Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

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

This Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. This Service Plan, including all exhibits hereto, supersedes all prior service plans and service plan amendments.

B. Need for the Districts.

There are not currently other governmental entities, including the Town, located in the immediate vicinity of the Districts, that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. The Districts are therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and collected for no longer than the Maximum Debt Mill Levy Imposition Term, as the same may be increased as set forth in Section VI.C.1; by Fees as limited by Section V.A.20; and/or by Special Assessments as set forth in Section V.A.21.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the Districts is to provide the Public Improvements associated with development pursuant to the Approved Development Plan.

The Districts shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the Districts have ongoing operation and maintenance functions, the Districts shall not be required to dissolve. Additionally, if the Boards of Directors of the Districts determine that the existence of the Districts is no longer necessary to accomplish the purposes set forth in this Service Plan, the Boards of Directors of the Districts shall promptly effectuate the dissolution of the Districts.

The Districts are authorized to finance the Public Improvements that can be funded from Debt which is to be repaid from Fees, Special Assessments, or tax revenues collected from a mill levy, which shall not exceed the Maximum Debt Mill Levy imposed and collected for the Maximum Debt Mill Levy Imposition Term, as well as other legally available sources of revenue, and to maintain certain of the Public Improvements as set forth in this Service Plan and the Agreement with the Town. It is the intent of this Service Plan to assure to the

extent possible that no property bear an economic burden that is greater than that associated with revenues from the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy, Fees, and Special Assessments, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

D. Consultants.

This Service Plan has been prepared by the following:

District Counsel

Blair Dickhoner
bdickhoner@wbapc.com
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

District Engineer

Derek Brown
dbrown@manhard.com
Manhard Consulting
7600 East Orchard Road, Suite 150-N
Greenwood Village, CO 80111

Underwriter

Shelby Noble
shelby.noble@psc.com
Piper Sandler & Co.
1401 Lawrence St., Suite 1600
Denver, CO 80202

II. DEFINITIONS

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

Approved Development Plan: means a development plan, subdivision development agreement, final plat, or other land use application process established by the Town for the Project as approved in its final form by the Town pursuant to the Town Code, as may be amended from time to time pursuant to the Town Code, that identifies, among other things, the Public Improvements necessary for facilitating development of property within the District Boundaries.

Board or Boards: means any one or all of the boards of directors of the Districts.

Capital Plan: means the Capital Plan described in Section V.B. which includes a list of the Public Improvements financed by the Districts and the cost of the Public Improvements.

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

Debt: means bonds, notes, debentures, certificates, capital leases, or other multiple fiscal year obligations for the payment of which the Districts have promised to impose an ad valorem property tax mill levy.

District or Districts: means any one or all of the Denmore Metropolitan District Nos. 1 through 5 inclusive.

District Boundaries: means the property within the Initial Boundaries, as such may be adjusted from time to time in accordance with this Service Plan.

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

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

Fees: means any fee, rate, toll, penalty, or charge imposed or received by the Districts for services, programs, or facilities provided by the Districts, as described in Section V.A.20 below.

Financial Plan: means the Financial Plan described in Section VI and attached as **Exhibit C**, which describes how the Public Improvements are expected to be financed and how the Debt is expected to be incurred.

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

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

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

Maximum Debt Mill Levy Imposition Term: means the period of time, commencing upon the date when the Districts first issue any debt, in which the Districts' Debt mill levy may be imposed as set forth in Section VI.D.6 below.

Maximum Operation and Maintenance Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Operation and Maintenance Costs.

Mill Levy Adjustment: means, if, on or after January 1, 2023, there are changes in the method of calculating actual valuation, assessed valuation or any constitutionally or legislatively mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Boards in good faith (such determination to be binding and final), so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring on or after January 1, 2023, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in how actual valuation is

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

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

Project: means the development or property commonly referred to as “Denmore.”

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

Regional Improvements: means those Public Improvements required by an Approved Development Plan for the Project that: (a) lie outside the District Boundaries, and (b) have a regional benefit beyond the Project to properties not included within the Districts, as more specifically contemplated in, but not limited by, Exhibit D-1 of this Service Plan.

Service Plan: means this Service Plan for the Districts approved by Town Board.

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A.21 below.

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

State: means the State of Colorado.

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

Town: means the Town of Firestone, Colorado.

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

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

Total Debt Limit: means seventy-one million dollars (\$71,000,000) which Total Debt Limit includes all Debt issued by the Districts for Public Improvements.

Town O&M Mill Levy: means three (3) mills, to be imposed and collected by the Districts in accordance with Section VI.I below for purposes of defraying the Town’s ongoing operation and maintenance expenses

associated with Public Improvements within or without the boundaries of the Districts and which directly benefit the taxpayers, property owners, and residents of the Districts.

III. BOUNDARIES

A Vicinity Map depicting the Project is attached hereto as **Exhibit A**. The area of the Initial Boundaries includes approximately 143.461 acres, and the legal description and map of the Initial Boundaries are set forth in **Exhibit B**. It is anticipated that the Districts' boundaries may change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, C.R.S., and Section 32-1-501, C.R.S., subject to the limitations set forth in Section V.A.12-13 below.

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

The property within the District Boundaries consists of approximately 143.461 acres. The population of the District Boundaries at build-out is estimated to be approximately 2055 people. The current assessed valuation of the property within the District Boundaries is zero dollars (\$0.00) for purposes of this Service Plan, and the assessed value of the property within the District Boundaries at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as **Exhibit C**.

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

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

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

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

1. Operation and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The Districts shall dedicate the Public Improvements and Regional Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan, the Intergovernmental Agreement, and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts are authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the

Town or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Notwithstanding the foregoing, all parks, trails, and open space not otherwise dedicated to the Town and owned by the Districts shall be open to the general public free of charge. The Districts may provide covenant enforcement, design review services and other services to the residents, owners, and taxpayers within the Districts pursuant to and in accordance with § 32-1-1004(8) C.R.S. The Districts may impose a mill levy, Special Assessments, and/or Fees to pay for Operation and Maintenance Costs in accordance with this Service Plan and the Intergovernmental Agreement.

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

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

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

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

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

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

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

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

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

11. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate, or develop potable water rights or resources except for the sole purpose of transferring such water rights to the Town or to another governmental entity at the direction of the Town. The Districts may be permitted to construct, finance, operate, and maintain a non-potable water system for the development and may be permitted to own, manage, adjudicate, and develop the non-potable water rights which will be used in such non-potable system, only if required or authorized by an intergovernmental agreement with the Town, separate and distinct from the Intergovernmental Agreement. Provided however that nothing herein shall prohibit the Districts from reimbursing the developer of the Project for the costs of raw water.

12. Inclusion Limitation. From time to time, it may be necessary for the Districts to adjust their respective boundaries and each District may process inclusions of property without providing notice to the Town as long as such property being included is within the Initial Boundaries. Without prior written notice to the Town, the Districts shall not include into their boundaries any property outside of the Initial Boundaries. No property will be included within the Districts at any time unless such property has been annexed into the Town's corporate limits.

13. Exclusion Limitation. From time to time, it may be necessary for the Districts to adjust their respective boundaries and each District may process exclusions of property without providing notice to the Town as long as such property being excluded is within the Initial Boundaries. Any exclusion of property located outside of the Initial Boundaries shall require prior written notice to the Town. The Districts shall not exclude from their boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another district that has been or will be formed under the Special District Act, without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

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

15. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of the Total Debt Limit. The Total Debt Limit shall not be applicable to refunding or refinancing of Debt authorized to be issued pursuant to the Service Plan, unless the principal amount of the refunding bonds exceeds the principal amount originally issued, in which case the difference shall count against the Total Debt Limit. At no time during its existence shall the Districts have Debt outstanding in excess of the Total Debt Limit.

16. Sales and Use Tax. The Districts shall not exercise their Town sales and use tax exemption.

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

18. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

19. Subdistrict Limitation. The Districts shall not create any subdistrict pursuant to Section 32-1-1101, C.R.S. without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

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

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

22. Revenue Bonds Limitation.

The Districts shall not issue revenue bonds, except as set forth in this Section. At least 63 days prior to issuing any revenue bonds, the issuing District must provide notice of its intent to issue revenue bonds to the Town Manager. At least 35 days prior to issuing any revenue bonds, the issuing District must submit all relevant details of such issuance to the Town Manager, including the proposed documents pursuant to which such revenue bonds will be issued. On or before the date of issuance of any revenue bonds, the issuing District must provide the Town with a copy of the general counsel opinion addressed to the District which states that the District is not required by law to amend the Service Plan to effectuate the issuance of the revenue bonds.

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

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

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

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

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

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

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

B. Preliminary Engineering Survey.

The Districts have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements. A Capital Plan, including a list of the Public Improvements developed by the Districts and the cost of the Public Improvements is attached hereto as **Exhibit D**. The Districts shall be authorized to construct Public Improvements that shall be more specifically defined in each applicable Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees. The estimated costs of the Public Improvements and Regional Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property within the Districts and is approximately fifty-eight million, six hundred sixty-four thousand, one hundred ninety-nine dollars and fifty-two cents (\$58,664,199.52).

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

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the planning, design, acquisition, construction, installation, and financing of the Public Improvements and Regional Improvements contemplated herein. Specifically, the Districts may enter into one or more intergovernmental agreements governing the relationship between and among the Districts with respect to the planning, design, acquisition, construction, installation, and financing of the Public Improvements and Regional Improvements contemplated herein and with respect to the administration, operation, and maintenance of the Districts. Such intergovernmental agreements between and among the Districts, and all amendments thereto, shall be designed to help assure the orderly development of the Public Improvements and Regional Improvements and essential services in accordance with the requirements of this Service Plan. To the extent the Districts enter into an intergovernmental agreement that constitutes a Debt, such intergovernmental agreement shall have a term of no longer than forty (40) years from its effective date. Upon the expiration of its term, any intergovernmental agreement constituting Debt shall be of no further effect and the associated Debt shall be fully discharged and no longer an obligation of the District.

VI. FINANCIAL PROVISIONS

A. General.

The Districts are authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Districts may impose a mill levy on taxable property within their boundaries as a primary source of revenue for repayment of Debt and for Operation and Maintenance Costs. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees as provided in Section 32-1-1001(I), C.R.S., as amended from time to time and as limited by Section V.A.20 above, and the Districts may impose Special Assessments as provided in Section 32-1-1101.7, C.R.S. and in accordance with Section V.A.21, above.

The Financial Plan for the Districts, which is attached hereto as **Exhibit C**, reflects that the Districts will issue no more Debt than the Districts can reasonably expect to pay from revenues derived from the Maximum Debt Mill Levy, Fees, Special Assessments, and other legally available revenues. The Districts may issue such Debt on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law, and Federal law as then applicable to the issuance of public securities.

C. Mill Levies.

1. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, is the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Debt. The Maximum Debt Mill Levy for each District shall be fifty (50) mills, subject to a Mill Levy Adjustment, for so long as the total amount of aggregate Debt of a District imposing its Maximum Debt Mill Levy, combined with the Debt of any District that is pledging its Maximum Debt Mill Levy to the same

debt service obligations, exceeds fifty percent (50%) of the combined assessed valuation of the particular Districts. It is anticipated that the Districts will undertake the planning, design, acquisition, construction, installation, development, and financing of certain Regional Improvements as described in **Exhibit D-1** and required by an Approved Development Plan for the Project, and any additional regional improvements the Districts agree to address. It is expected that prior to financing and construction of the Regional Improvements, the Town and the developer of the Project will enter into an agreement whereby the parties agree to share the costs of the Regional Improvements. However, if such agreement is not reached, the Maximum Debt Mill Levy the Districts are permitted to impose for the payment of Debt may, be increased to sixty (60) mills, subject to a Mill Levy Adjustment.

At such time as the total amount of aggregate Debt of a District imposing its Maximum Debt Mill Levy, combined with the Debt of any District that is pledging its Maximum Debt Mill Levy to the same debt service obligations, is equal to or less than fifty percent (50%) of the Districts' assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the Districts shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the Districts' then-assessed value. For the purposes of the foregoing, the Boards may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the Districts' Debt to assessed value ratio.

2. The Maximum Operation and Maintenance Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Operation and Maintenance Costs, and shall be 60.000 mills until such time that the Districts issue Debt. After the Districts issue Debt, the Maximum Operation and Maintenance Mill Levy shall be 10.000 mills, subject to the Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the Districts' ability to increase their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the Districts' Boards of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost. For avoidance of doubt, the imposition of the 10-mill operation and maintenance mill levy shall be in addition to the Maximum Debt Mill Levy and the Town's operation and maintenance mill levy.

D. Debt Parameters.

1. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. On or before the effective date of approval of an Approved Development Plan by the Town, the Districts shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; (c) impose and collect any Fees used for the purpose of repayment of Debt; or (d) levy any Special Assessments.

2. At least 63 days prior to issuing any Debt, the issuing District must provide notice of its intent to issue Debt to the Town Manager. At least 35 days prior to issuing any Debt, the issuing District must submit all relevant details of such issuance to the Town Manager, including the proposed documents pursuant to which such Debt will be issued. On or before the date of issuance of any Debt, the issuing District

must provide the Town with a copy of the general counsel opinion addressed to the District which states that the District is not required by law to amend the Service Plan to effectuate the issuance of the Debt.

3. The Districts shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations, nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation.

4. The Districts shall not issue Debt in excess of the Total Debt Limit, which Total Debt Limit includes any Debt issued for Public Improvements; provided that the foregoing shall not include the principal amount of Debt which has been refinanced or refunded unless the principal amount of the refunding bonds exceeds the principal amount of the bonds to be refunded, in which case the difference shall count against the Total Debt Limit.

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

6. The Maximum Debt Mill Levy Imposition Term shall not exceed forty (40) years from the date upon which the Districts first issues any Debt. Upon expiration of the Maximum Debt Mill Levy Imposition Term, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property within its District Boundaries, unless a majority of the Boards of Directors of the Districts are End Users and have voted in favor of a refunding of a part or all of the debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq. Any Debt, issued with a mill levy pledge or which results in a mill levy pledge, that exceeds the Maximum Debt Mill Levy Imposition term shall be deemed a material modification of this Service Plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town by a service plan amendment.

E. Debt Instrument Disclosure Requirement.

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

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

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

F. Privately Placed Debt Limitation.

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

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

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

For purposes of this Section, "privately placed debt" includes any Debt that is sold to a private entity, including financial institutions, developers, or other private entities, and which no offering document related to such sale is required. "Privately placed debt" does not include the sale of Debt to an underwriter who purchases Debt from the Districts with a view to the distribution to investors of Debt.

In no event shall Debt that is privately placed with a developer or owner of the property to be benefitted with Public Improvements bear interest at a rate that accrues at a compounding rate. Each instrument evidencing Debt or an annually appropriated obligation that is privately placed with a developer or owner of the property to be benefitted with Public Improvements shall provide that the Districts' obligations thereunder shall be discharged 40 years after the date that such obligation is issued regardless of whether such obligation is paid in full.

G. TABOR Compliance.

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

H. Districts' Organizational Costs and Operation and Maintenance Costs.

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

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for Operation and Maintenance Costs including administration and to plan and cause the Public Improvements to be constructed and maintained, and for ongoing administrative, accounting, and legal costs.

I. Town O&M Mill Levy.

Commensurate with the initial imposition of a debt service mill levy, the Districts hereby agree that they shall impose the Town O&M Mill Levy. The Districts' obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the Districts first impose a debt service mill levy and shall not be

required to be imposed prior to such date. The Districts' imposition of a Town O&M Mill Levy shall be memorialized in the Intergovernmental Agreement required by Section X below. The revenues received from the Town O&M Mill Levy shall be remitted to the Town annually or in accordance with the specific timeframe referenced in the Intergovernmental Agreement. Revenues generated by the Town O&M Mill Levy and the Districts' obligation to remit said revenues to the Town on an annual basis, as required by this Service Plan and the Intergovernmental Agreement, shall not be included within or subject to the Total Debt Limit. The Town O&M Mill Levy shall be separate and apart from the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy.

VII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the Town Clerk no later than April 30th of each year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following, pursuant to Sections 32-1-207(3)(c) and (d), C.R.S., as may be amended from time to time:

1. Boundary changes made or proposed to the Districts' boundaries as of December 31st of the prior year.
2. Intergovernmental agreements entered into or terminated with other governmental entities.
3. Copies of the Districts' rules and regulations, if any, as of December 31st of the prior year.
4. A summary of any litigation which involves the Public Improvements as of December 31st of the prior year.
5. Status of the Districts' construction of the Public Improvements as of December 31st of the prior year.
6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the Town or other service provider providing service to the property in the Districts, as of December 31st of the prior year.
7. The final assessed valuation of the Districts as of December 31st of the prior year.
8. A copy of the current year's budget.
9. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law," part 6 of article 1 of title 29, or the application for exemption from audit, as applicable. Such audit shall be provided prior to October 31st of each calendar year.

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

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

VIII. DISSOLUTION

Upon an independent determination of the Town Board that the purposes for which the Districts were created have been accomplished, the Districts shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the Districts have ongoing operation and maintenance functions the Districts shall not be required to dissolve. Such determination may be made with respect to any one or more individual Districts or the Districts as a whole, at the discretion of the Town Board. Additionally, if a Board of Directors of any of the Districts determines that the existence of that District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of that District shall promptly effectuate the dissolution of that District.

IX. DISCLOSURE NOTICES

A. In order to notify future End Users who are purchasing residential lots or dwellings units in the District Boundaries that they will be paying, in addition to the property taxes owed to other taxing governmental entities, property taxes imposed by the Districts to pay Debt and Operation and Maintenance Costs, the Districts shall, prior to the issuance of Debt:

1. Prepare and submit to the Town Manager for his or her approval a written notice to purchasers of property within the Districts, in substantially the form attached hereto as **Exhibit E** (the "Disclosure Notice"). After approval of the Disclosure Notice by the Town Manager, the Districts shall record the Disclosure Notice in the Weld County Clerk and Recorder's Office against all property not already owned by an End User; and

2. Use reasonable efforts to assure that all builders of residential lots or dwellings units within the Districts provide the Disclosure Notice to each potential End User purchaser of a residential lot or dwelling unit in the District Boundaries before that purchaser enters into a written agreement for the purchase and sale of that residential lot or dwelling unit.

B. To ensure that potential residential buyers are educated about the Districts, the Districts will also use reasonable efforts and due diligence to provide the Disclosure Notice to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the Districts' boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

C. In accordance with Section 32-1-104.5(3)(a), C.R.S., the Districts will create a public website on which the Districts will timely post information related to upcoming meetings and elections, and will make available relevant District documents and information, including, but not limited to, the service plan, Board meeting minutes, annual budgets, audits, and annual reports.

D. The Districts will provide annual notice to all eligible electors of the Districts, in accordance with Section 32-1-809, C.R.S. In addition, the Districts shall record a District public disclosure

document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S.

X. INTERGOVERNMENTAL AGREEMENT

The form of the Intergovernmental Agreement, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit F**. The Districts shall approve the Intergovernmental Agreement at its first Board meeting after approval of this Service Plan, and shall deliver the executed Intergovernmental Agreement to the Town. The Intergovernmental Agreement may be amended from time to time by the Districts and the Town, and may include written consents and agreements of the Town as required throughout this Service Plan (e.g., amendments to address the Districts' imposition of Fees for services, programs or facilities furnished by the Districts pursuant to Section V.A.20 ("Fee Amendments")). Alternatively, such written consents of the Town may be obtained by the Districts without amending the Intergovernmental Agreement, and the Town and the Districts may execute additional written agreements concerning matters set forth in this Service Plan. In the event that the Districts propose any Fee Amendment to the Town, the Town Board shall make its determination as to such Fee Amendment in writing to the Districts within sixty (60) days after submittal of the Fee Amendment by the Districts, unless the Town and Districts mutually agree to a different date.

XI. NON-COMPLIANCE WITH SERVICE PLAN

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

XII. CONCLUSION

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

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

EXHIBIT A
Vicinity Map

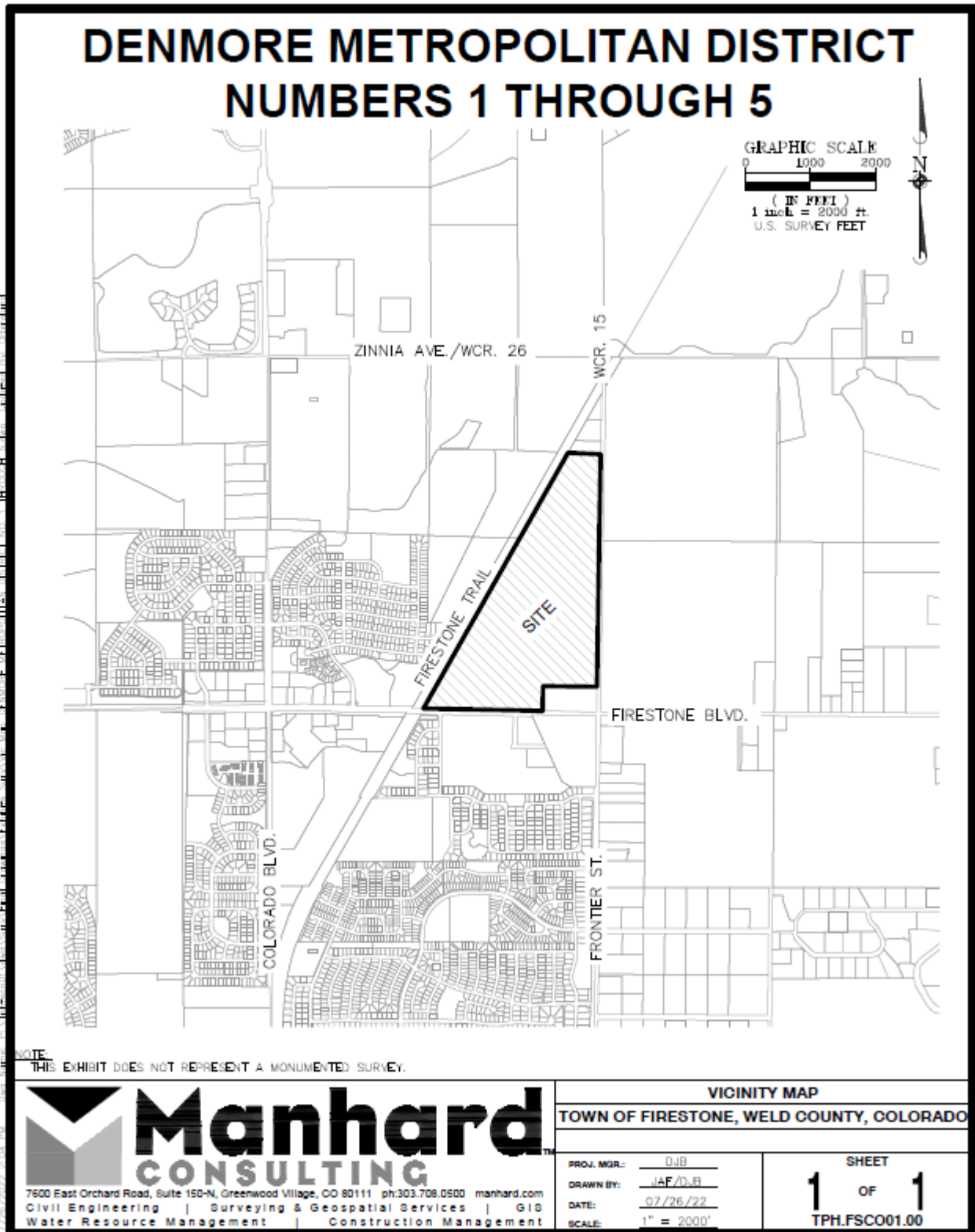


EXHIBIT B
Initial Boundary Maps and Legal Descriptions



DENMORE METROPOLITAN DISTRICT NO. 1 DESCRIPTION

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COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 28°30'12" EAST, A DISTANCE OF 564.64 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 60°19'37" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 29°40'23" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 60°19'37" WEST, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 2,500 SQUARE FEET OR 0.0574 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

I, DAVID J. BERGLUND, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

DAVID J. BERGLUND, P.L.S. 38199
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500





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DENMORE METROPOLITAN DISTRICT NO. 2 DESCRIPTION

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- 1) NORTH 29°40'27" EAST, A DISTANCE OF 1,409.92 FEET;
- 2) NORTH 29°41'50" EAST, A DISTANCE OF 3,103.28 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 88°04'45" EAST, ON SAID NORTH LINE, A DISTANCE OF 488.26 FEET TO THE WESTERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 15 DEDICATED AT SAID BOOK 86, PAGE 273;

THENCE ON SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

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- 2) SOUTH 00°51'05" WEST, A DISTANCE OF 2,620.47 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID FIRESTONE BOULEVARD;

THENCE NORTH 88°48'45" WEST, ON SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 10.00 FEET;



THENCE NORTH 00°51'05" EAST, 10 FEET WEST OF AND PARALLEL WITH SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 385.26 FEET;

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DENMORE METROPOLITAN DISTRICT NO. 2 DIRECTOR PARCEL DESCRIPTION

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7/27/2022 9:29 AM Data Name: P:\Projects\2022\Director Parcel 2\Director Parcel 2.dwg - P:\Projects\2022\Director Parcel 2.dwg - Created By: JBerland

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 40 ft.
U.S. SURVEY FEET



DENMORE METROPOLITAN DISTRICT NO. 2 DIRECTOR PARCEL

2,500 S.F. (0.0574 AC.)

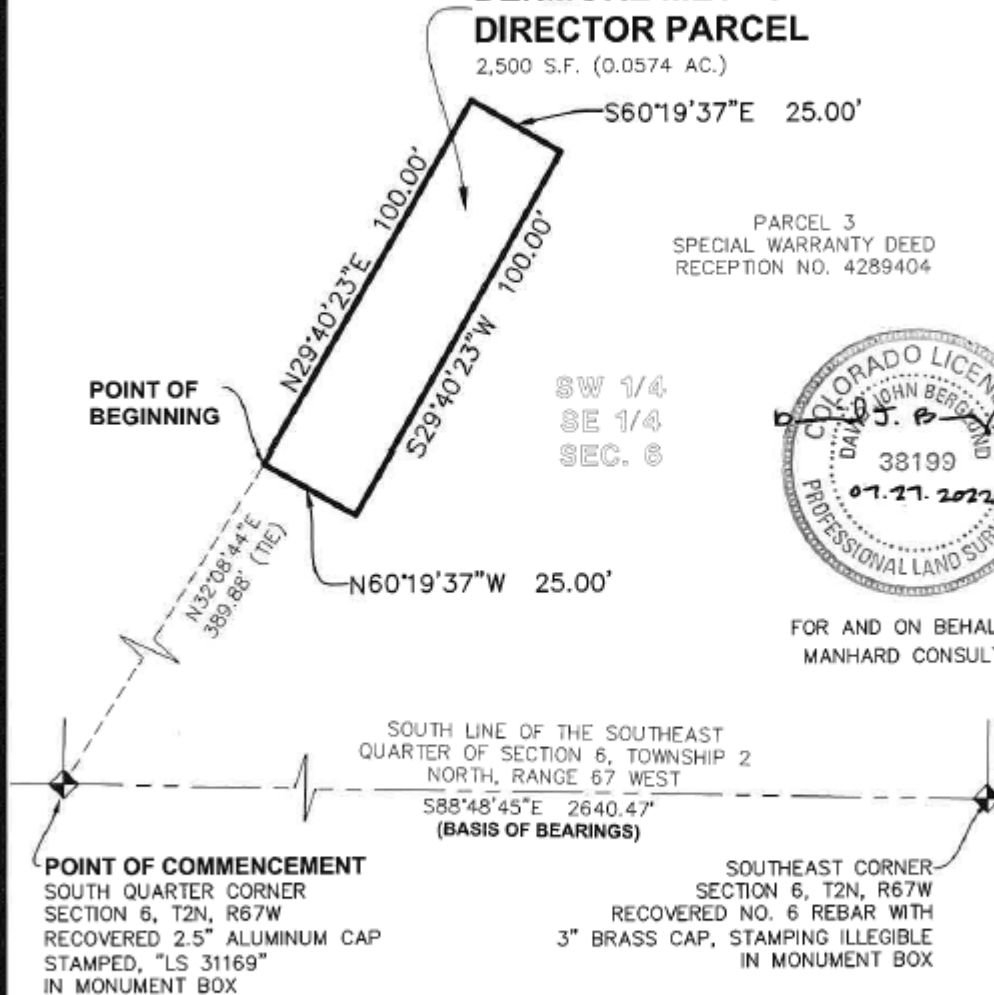
PARCEL 3
SPECIAL WARRANTY DEED
RECEPTION NO. 4289404

POINT OF
BEGINNING

SW 1/4
SE 1/4
SEC. 6



FOR AND ON BEHALF OF
MANHARD CONSULTING



NOTE:
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Manhard CONSULTING

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Civil Engineering | Surveying & Geospatial Services | GIS
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DENMORE METROPOLITAN DISTRICT NO. 2
COUNTY OF WELD, COLORADO
DIRECTOR PARCEL

PROJ. MGR.: DJB
DRAWN BY: JAF/DJB
DATE: 07/26/22
SCALE: 1" = 40'

SHEET
2 OF 2
TPH.FSC001.00



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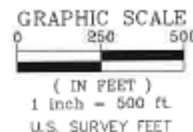
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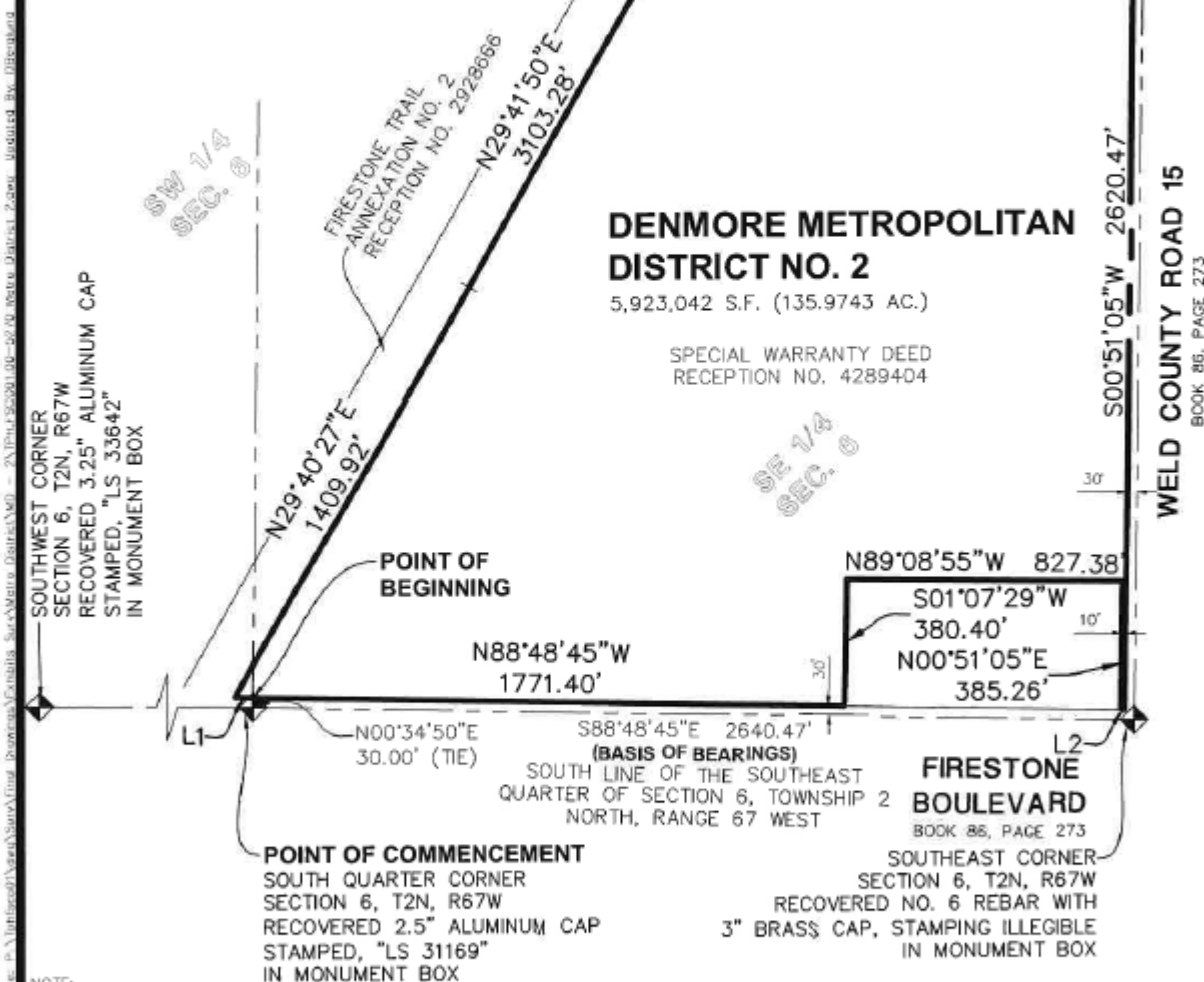


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°34'24"W	54.32'
L2	N88°48'45"W	10.00'



FOR AND ON BEHALF OF
MANHARD CONSULTING

SEE SHEET 4



NOTE:
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DENMORE METROPOLITAN DISTRICT NO. 2
COUNTY OF WELD, COLORADO

PROJ. MGR.: DJB
DRAWN BY: JAF/DJB
DATE: 07/26/22
SCALE: 1" = 500'

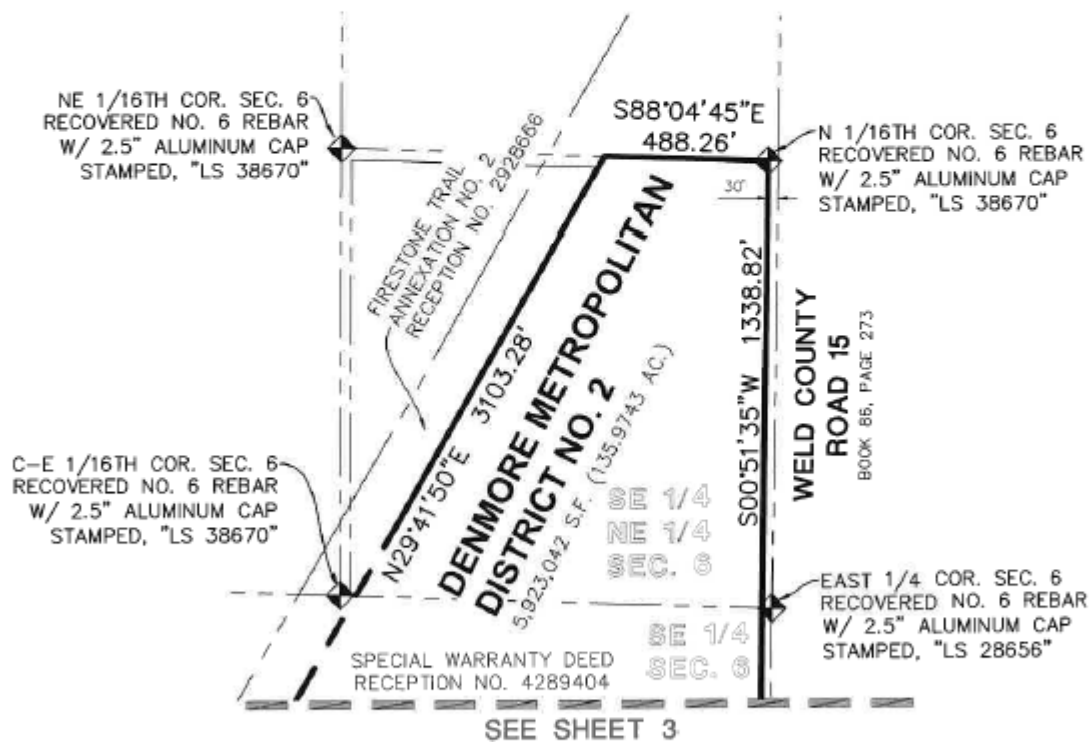
SHEET
3 OF **4**
TPH.FSCO01.00



GRAPHIC SCALE
 0 250 500
 (IN FEET)
 1 inch = 500 ft.
 U.S. SURVEY FEET



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SHEET
 4 OF 4
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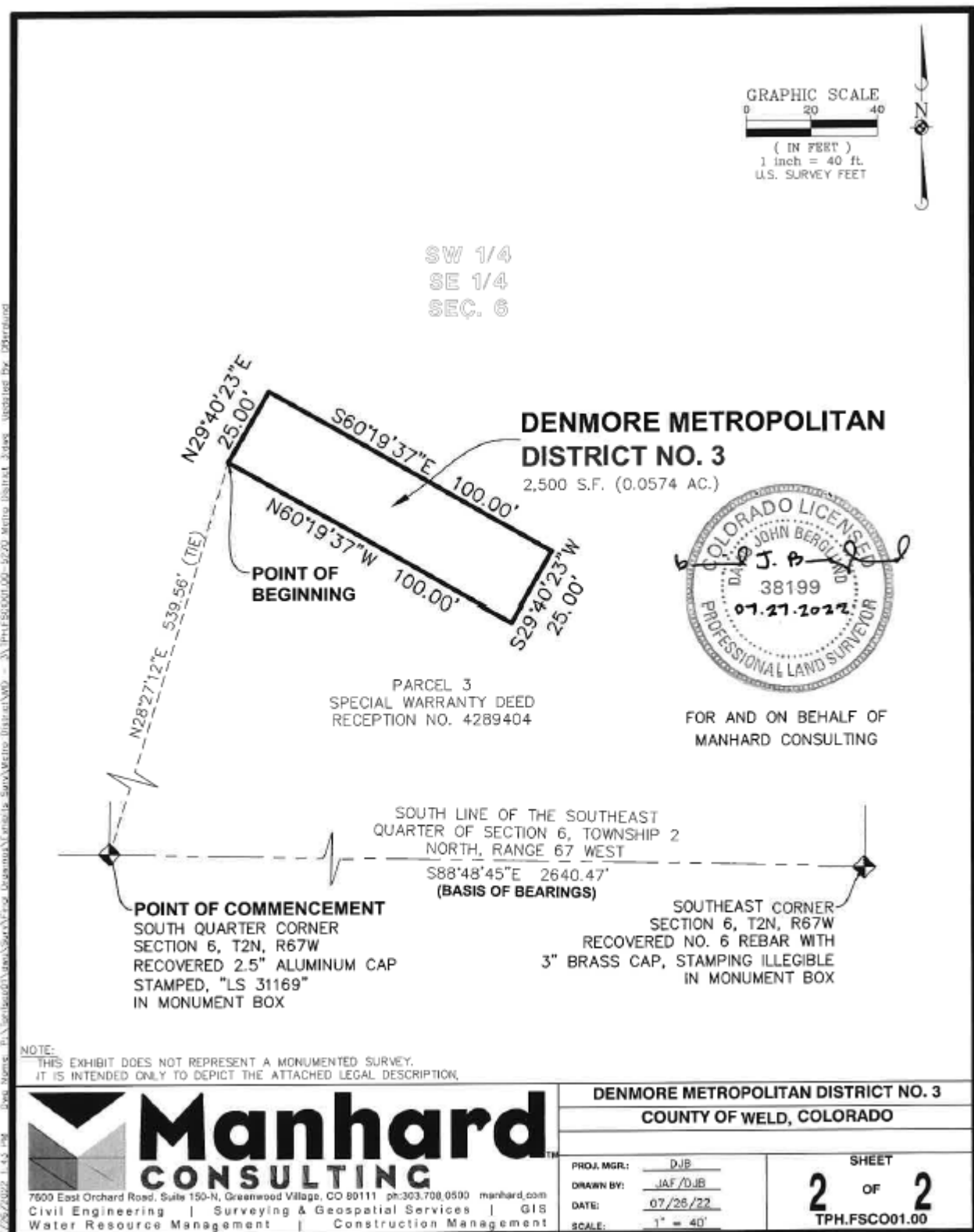
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GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500







DENMORE METROPOLITAN DISTRICT NO. 4 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 3 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 4289404 IN THE WELD COUNTY OFFICE OF THE CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°48'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A NO. 6 REBAR WITH A 3" BRASS CAP, STAMPING ILLEGIBLE, IN MONUMENT BOX;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 28°23'23" EAST, A DISTANCE OF 514.65 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 60°19'37" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 29°40'23" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 60°19'37" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,500 SQUARE FEET OR 0.0574 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

I, DAVID J. BERGLUND, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

DAVID J. BERGLUND, P.L.S. 38199
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



DENMORE METROPOLITAN DISTRICT NO. 4 DESCRIPTION

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COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 28°23'23" EAST, A DISTANCE OF 514.65 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 60°19'37" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 29°40'23" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 60°19'37" WEST, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 2,500 SQUARE FEET OR 0.0574 ACRES, MORE OR LESS.

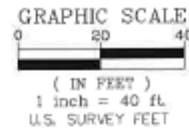
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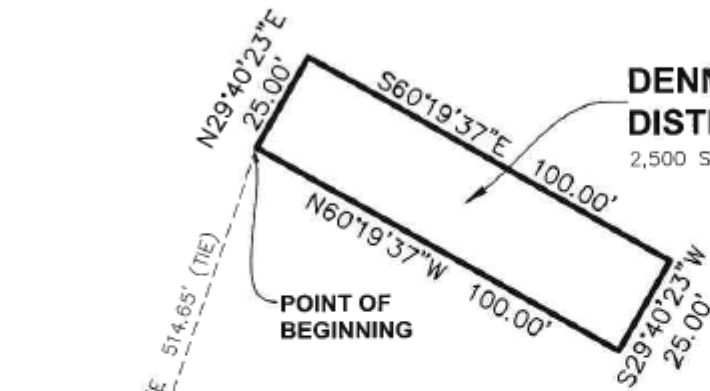


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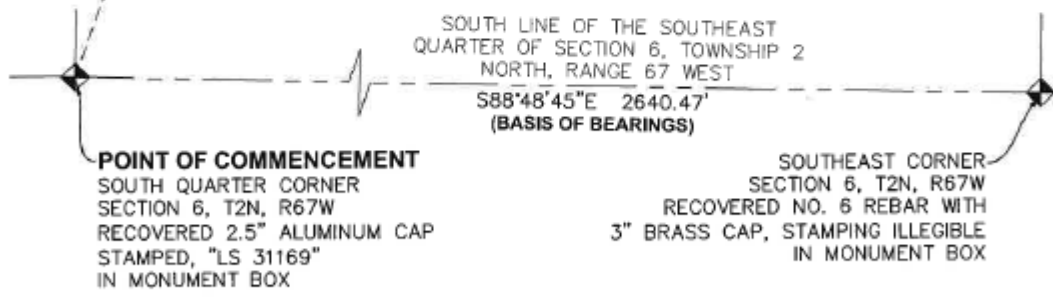
SW 1/4
SE 1/4
SEC. 6

DENMORE METROPOLITAN DISTRICT NO. 4
2,500 S.F. (0.0574 AC.)



PARCEL 3
SPECIAL WARRANTY DEED
RECEPTION NO. 4289404

FOR AND ON BEHALF OF
MANHARD CONSULTING



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



Manhard

CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

DENMORE METROPOLITAN DISTRICT NO. 4	
COUNTY OF WELD, COLORADO	
PROJ. MGR:	DJB
DRAWN BY:	JAF/DJB
DATE:	07/26/22
SCALE:	1" = 40'
SHEET	
2 OF 2	
TPH.FSC001.00	



DENMORE METROPOLITAN DISTRICT NO. 5 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 3 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 4289404 IN THE WELD COUNTY OFFICE OF THE CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°48'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A NO. 6 REBAR WITH A 3" BRASS CAP, STAMPING ILLEGIBLE, IN MONUMENT BOX;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 28°19'27" EAST, A DISTANCE OF 489.65 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 60°19'37" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 29°40'23" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 60°19'37" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,500 SQUARE FEET OR 0.0574 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

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7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
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DENMORE METROPOLITAN DISTRICT NO. 5 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 3 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 4289404 IN THE WELD COUNTY OFFICE OF THE CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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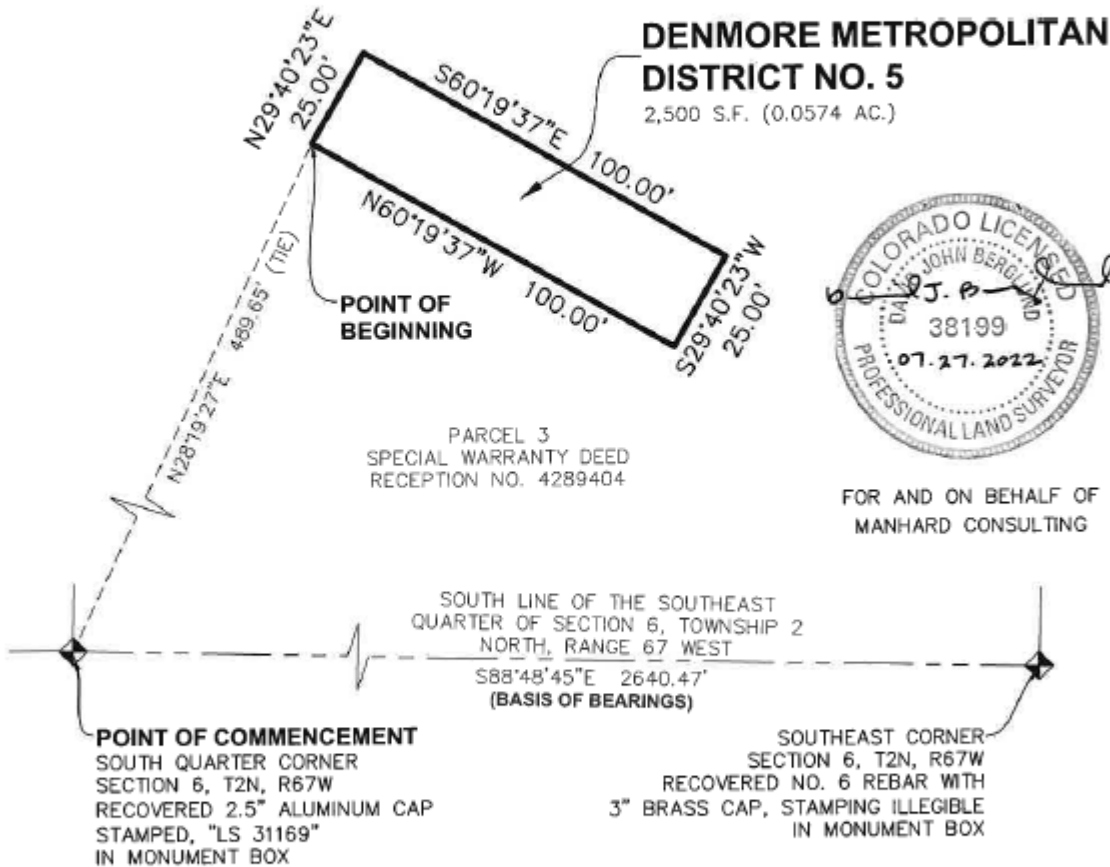
7/26/2022 1:49 PM Dan Kasper: P:\N\proj\00\Manhard\Survey\Drawings\DenmoreMetro\00 - SW 1/4 SEC 6\00 - SW 1/4 SEC 6.dwg Updated By: Dkasper

SW 1/4
SE 1/4
SEC. 6

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 40 ft.
U.S. SURVEY FEET



**DENMORE METROPOLITAN
DISTRICT NO. 5**
2,500 S.F. (0.0574 AC.)



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



Manhard
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DENMORE METROPOLITAN DISTRICT NO. 5
COUNTY OF WELD, COLORADO

PROJ. MGR.: DJB
DRAWN BY: JAF/DJB
DATE: 07/26/22
SCALE: 1" = 40'

SHEET
2 OF **2**
TPH.FSCO01.00

EXHIBIT C
Financial Plan

Denmore Metropolitan District Nos. 1-5
Development Summary

Statutory Actual Value (2022)	Residential- Group 1				Total	Residential- Group 2		Total
	TH	45' SFD	60' SFD	Duplex		TH	-	
	\$525,000	\$660,000	\$690,000	\$570,000		\$500,000	-	
2023	-	-	-	-	-	-	-	-
2024	54	54	54	54	216	-	-	-
2025	55	61	38	72	226	-	-	-
2026	9	61	-	10	80	-	-	-
2027	-	43	-	-	43	100	-	100
2028	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-
2062	-	-	-	-	-	-	-	-
2063	-	-	-	-	-	-	-	-
Total Units	118	219	92	136	565	100	-	100
Total Statutory Actual Value	\$61,950,000	\$144,540,000	\$63,480,000	\$77,520,000	\$347,490,000	\$50,000,000	-	\$50,000,000

Denmore Metropolitan District Group 1

Assessed Value

	Vacant and Improved Land ¹		Residential				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 6.95%	Assessed Value in Collection Year 2 Year Lag
2023	13,203,000	0	-	-	0	0	0
2024	13,639,500	0	216	-	137,364,012	0	0
2025	5,068,500	3,828,870	226	-	282,107,477	0	3,828,870
2026	2,838,000	3,955,455	80	16,926,449	353,897,000	9,546,799	13,502,254
2027	0	1,469,865	43	-	385,230,813	19,606,470	21,076,335
2028	0	823,020	-	23,113,849	408,344,662	24,595,841	25,418,861
2029	0	0	-	-	408,344,662	26,773,542	26,773,542
2030	0	0	-	24,500,680	432,845,342	28,379,954	28,379,954
2031	0	0	-	-	432,845,342	28,379,954	28,379,954
2032	0	0	-	25,970,720	458,816,062	30,082,751	30,082,751
2033	0	0	-	-	458,816,062	30,082,751	30,082,751
2034	0	0	-	27,528,964	486,345,026	31,887,716	31,887,716
2035	0	0	-	-	486,345,026	31,887,716	31,887,716
2036	0	0	-	29,180,702	515,525,727	33,800,979	33,800,979
2037	0	0	-	-	515,525,727	33,800,979	33,800,979
2038	0	0	-	30,931,544	546,457,271	35,829,038	35,829,038
2039	0	0	-	-	546,457,271	35,829,038	35,829,038
2040	0	0	-	32,787,436	579,244,707	37,978,780	37,978,780
2041	0	0	-	-	579,244,707	37,978,780	37,978,780
2042	0	0	-	34,754,682	613,999,390	40,257,507	40,257,507
2043	0	0	-	-	613,999,390	40,257,507	40,257,507
2044	0	0	-	36,839,963	650,839,353	42,672,958	42,672,958
2045	0	0	-	-	650,839,353	42,672,958	42,672,958
2046	0	0	-	39,050,361	689,889,714	45,233,335	45,233,335
2047	0	0	-	-	689,889,714	45,233,335	45,233,335
2048	0	0	-	41,393,383	731,283,097	47,947,335	47,947,335
2049	0	0	-	-	731,283,097	47,947,335	47,947,335
2050	0	0	-	43,876,986	775,160,083	50,824,175	50,824,175
2051	0	0	-	-	775,160,083	50,824,175	50,824,175
2052	0	0	-	46,509,605	821,669,688	53,873,626	53,873,626
2053	0	0	-	-	821,669,688	53,873,626	53,873,626
2054	0	0	-	49,300,181	870,969,869	57,106,043	57,106,043
2055	0	0	-	-	870,969,869	57,106,043	57,106,043
2056	0	0	-	52,258,192	923,228,061	60,532,406	60,532,406
2057	0	0	-	-	923,228,061	60,532,406	60,532,406
2058	0	0	-	55,393,684	978,621,745	64,164,350	64,164,350
2059	0	0	-	-	978,621,745	64,164,350	64,164,350
2060	0	0	-	58,717,305	1,037,339,050	68,014,211	68,014,211
2061	0	0	-	-	1,037,339,050	68,014,211	68,014,211
2062	0	0	-	62,240,343	1,099,579,392	72,095,064	72,095,064
2063	0	0	-	-	1,099,579,392	72,095,064	72,095,064
Total			565	731,275,028			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

Denmore Metropolitan District Group 1
Revenue

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 50.000 Cap 50.000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2023	0	0.000	0	0	0	0	0
2024	0	50,000	0	0	0	(4,000)	0
2025	3,828,870	50,000	190,486	11,429	(2,857)	(4,000)	195,058
2026	13,502,254	50,000	671,737	40,304	(10,076)	(4,000)	697,965
2027	21,076,335	50,000	1,048,548	62,913	(15,728)	(4,000)	1,091,732
2028	25,418,861	50,000	1,264,588	75,875	(18,969)	(4,000)	1,317,495
2029	26,773,542	50,000	1,331,984	79,919	(19,980)	(4,000)	1,387,923
2030	28,379,954	50,000	1,411,903	84,714	(21,179)	(4,000)	1,471,438
2031	28,379,954	50,000	1,411,903	84,714	(21,179)	(4,000)	1,471,438
2032	30,082,751	50,000	1,496,617	89,797	(22,449)	(4,000)	1,559,965
2033	30,082,751	50,000	1,496,617	89,797	(22,449)	(4,000)	1,559,965
2034	31,887,716	50,000	1,586,414	95,185	(23,796)	(4,000)	1,653,803
2035	31,887,716	50,000	1,586,414	95,185	(23,796)	(4,000)	1,653,803
2036	33,800,979	50,000	1,681,599	100,896	(25,224)	(4,000)	1,753,271
2037	33,800,979	50,000	1,681,599	100,896	(25,224)	(4,000)	1,753,271
2038	35,829,038	50,000	1,782,495	106,950	(26,737)	(4,000)	1,858,707
2039	35,829,038	50,000	1,782,495	106,950	(26,737)	(4,000)	1,858,707
2040	37,978,780	50,000	1,889,444	113,367	(28,342)	(4,000)	1,970,469
2041	37,978,780	50,000	1,889,444	113,367	(28,342)	(4,000)	1,970,469
2042	40,257,507	50,000	2,002,811	120,169	(30,042)	(4,000)	2,088,937
2043	40,257,507	50,000	2,002,811	120,169	(30,042)	(4,000)	2,088,937
2044	42,672,958	50,000	2,122,980	127,379	(31,845)	(4,000)	2,214,514
2045	42,672,958	50,000	2,122,980	127,379	(31,845)	(4,000)	2,214,514
2046	45,233,335	50,000	2,250,358	135,022	(33,755)	(4,000)	2,347,625
2047	45,233,335	50,000	2,250,358	135,022	(33,755)	(4,000)	2,347,625
2048	47,947,335	50,000	2,385,380	143,123	(35,781)	(4,000)	2,488,722
2049	47,947,335	50,000	2,385,380	143,123	(35,781)	(4,000)	2,488,722
2050	50,824,175	50,000	2,528,503	151,710	(37,928)	(4,000)	2,638,285
2051	50,824,175	50,000	2,528,503	151,710	(37,928)	(4,000)	2,638,285
2052	53,873,626	50,000	2,680,213	160,813	(40,203)	(4,000)	2,796,822
2053	53,873,626	50,000	2,680,213	160,813	(40,203)	(4,000)	2,796,822
2054	57,106,043	50,000	2,841,026	170,462	(42,615)	(4,000)	2,964,872
2055	57,106,043	50,000	2,841,026	170,462	(42,615)	(4,000)	2,964,872
2056	60,532,406	50,000	3,011,487	180,689	(45,172)	(4,000)	3,143,004
2057	60,532,406	50,000	3,011,487	180,689	(45,172)	(4,000)	3,143,004
2058	64,164,350	50,000	3,192,176	191,531	(47,883)	(4,000)	3,331,824
2059	64,164,350	50,000	3,192,176	191,531	(47,883)	(4,000)	3,331,824
2060	68,014,211	50,000	3,383,707	203,022	(50,756)	(4,000)	3,531,974
2061	68,014,211	50,000	3,383,707	203,022	(50,756)	(4,000)	3,531,974
2062	72,085,064	50,000	3,586,729	215,204	(53,801)	(4,000)	3,744,132
2063	72,085,064	50,000	3,586,729	215,204	(53,801)	(4,000)	3,744,132
Total			84,175,026	5,050,502	(1,262,625)	(160,000)	87,806,902

Denmore Metropolitan District Group 2
Assessed Value

	Vacant and Improved Land ¹		Residential				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 20.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 6.05%	Assessed Value in Collection Year 2 Year Lag
2023	0	0	-	-	0	0	0
2024	0	0	-	-	0	0	0
2025	0	0	-	-	0	0	0
2026	5,000,000	0	-	-	0	0	0
2027	0	0	100	-	55,204,040	0	0
2028	0	1,450,000	-	3,312,242	58,516,283	0	1,450,000
2029	0	0	-	-	58,516,283	3,836,681	3,836,681
2030	0	0	-	3,510,977	62,027,260	4,066,882	4,066,882
2031	0	0	-	-	62,027,260	4,066,882	4,066,882
2032	0	0	-	3,721,636	65,748,895	4,310,895	4,310,895
2033	0	0	-	-	65,748,895	4,310,895	4,310,895
2034	0	0	-	3,944,934	69,693,829	4,569,548	4,569,548
2035	0	0	-	-	69,693,829	4,569,548	4,569,548
2036	0	0	-	4,181,630	73,875,459	4,843,721	4,843,721
2037	0	0	-	-	73,875,459	4,843,721	4,843,721
2038	0	0	-	4,432,528	78,307,986	5,134,344	5,134,344
2039	0	0	-	-	78,307,986	5,134,344	5,134,344
2040	0	0	-	4,688,479	83,006,465	5,442,405	5,442,405
2041	0	0	-	-	83,006,465	5,442,405	5,442,405
2042	0	0	-	4,980,388	87,986,853	5,768,949	5,768,949
2043	0	0	-	-	87,986,853	5,768,949	5,768,949
2044	0	0	-	5,279,211	93,266,064	6,115,086	6,115,086
2045	0	0	-	-	93,266,064	6,115,086	6,115,086
2046	0	0	-	5,595,964	98,862,028	6,481,991	6,481,991
2047	0	0	-	-	98,862,028	6,481,991	6,481,991
2048	0	0	-	5,931,722	104,793,750	6,870,911	6,870,911
2049	0	0	-	-	104,793,750	6,870,911	6,870,911
2050	0	0	-	6,287,625	111,081,375	7,283,166	7,283,166
2051	0	0	-	-	111,081,375	7,283,166	7,283,166
2052	0	0	-	6,664,882	117,746,257	7,720,156	7,720,156
2053	0	0	-	-	117,746,257	7,720,156	7,720,156
2054	0	0	-	7,064,775	124,811,033	8,183,365	8,183,365
2055	0	0	-	-	124,811,033	8,183,365	8,183,365
2056	0	0	-	7,488,662	132,299,695	8,674,367	8,674,367
2057	0	0	-	-	132,299,695	8,674,367	8,674,367
2058	0	0	-	7,937,982	140,237,676	9,194,829	9,194,829
2059	0	0	-	-	140,237,676	9,194,829	9,194,829
2060	0	0	-	8,414,261	148,651,937	9,746,519	9,746,519
2061	0	0	-	-	148,651,937	9,746,519	9,746,519
2062	0	0	-	8,919,116	157,571,053	10,331,310	10,331,310
2063	0	0	-	-	157,571,053	10,331,310	10,331,310
Total			100	102,367,013			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Denmore Metropolitan District Group 2
Revenue**

	Total	District Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	Debt Mill Levy 50.000 Cap 50.000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Debt Service
2023	0	0,000	0	0	0	0
2024	0	50,000	0	0	0	0
2025	0	50,000	0	0	0	0
2026	0	50,000	0	0	0	0
2027	0	50,000	0	0	0	0
2028	1,450,000	50,000	72,138	4,328	(1,082)	75,384
2029	3,836,681	50,000	190,875	11,452	(2,863)	199,464
2030	4,066,882	50,000	202,327	12,140	(3,035)	211,432
2031	4,066,882	50,000	202,327	12,140	(3,035)	211,432
2032	4,310,895	50,000	214,467	12,868	(3,217)	224,118
2033	4,310,895	50,000	214,467	12,868	(3,217)	224,118
2034	4,569,548	50,000	227,335	13,640	(3,410)	237,565
2035	4,569,548	50,000	227,335	13,640	(3,410)	237,565
2036	4,843,721	50,000	240,975	14,459	(3,615)	251,819
2037	4,843,721	50,000	240,975	14,459	(3,615)	251,819
2038	5,134,344	50,000	255,434	15,326	(3,832)	266,928
2039	5,134,344	50,000	255,434	15,326	(3,832)	266,928
2040	5,442,405	50,000	270,760	16,246	(4,061)	282,944
2041	5,442,405	50,000	270,760	16,246	(4,061)	282,944
2042	5,768,949	50,000	287,005	17,220	(4,305)	299,920
2043	5,768,949	50,000	287,005	17,220	(4,305)	299,920
2044	6,115,086	50,000	304,226	18,254	(4,563)	317,916
2045	6,115,086	50,000	304,226	18,254	(4,563)	317,916
2046	6,481,991	50,000	322,479	19,349	(4,837)	336,991
2047	6,481,991	50,000	322,479	19,349	(4,837)	336,991
2048	6,870,911	50,000	341,828	20,510	(5,127)	357,210
2049	6,870,911	50,000	341,828	20,510	(5,127)	357,210
2050	7,283,166	50,000	362,337	21,740	(5,435)	378,643
2051	7,283,166	50,000	362,337	21,740	(5,435)	378,643
2052	7,720,156	50,000	384,078	23,045	(5,761)	401,361
2053	7,720,156	50,000	384,078	23,045	(5,761)	401,361
2054	8,183,365	50,000	407,122	24,427	(6,107)	425,443
2055	8,183,365	50,000	407,122	24,427	(6,107)	425,443
2056	8,674,367	50,000	431,550	25,893	(6,473)	450,969
2057	8,674,367	50,000	431,550	25,893	(6,473)	450,969
2058	9,194,829	50,000	457,443	27,447	(6,862)	478,028
2059	9,194,829	50,000	457,443	27,447	(6,862)	478,028
2060	9,746,519	50,000	484,889	29,083	(7,273)	506,709
2061	9,746,519	50,000	484,889	29,083	(7,273)	506,709
2062	10,331,310	50,000	513,983	30,839	(7,710)	537,112
2063	10,331,310	50,000	513,983	30,839	(7,710)	537,112
Total			11,679,487	700,769	(175,192)	12,205,064

Denmore Metropolitan District Nos. 1-5
Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Total	Surplus Fund				Ratio Analysis	
		Series 2023	Series 2033		Annual Surplus	Funds on Hand Used as a Source	Cumulative Balance	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
		Dated: 12/1/2023	Dated: 12/1/2033							
		Par: \$30,560,000 Proj: \$22,359,800	Par: \$55,440,000 Proj: \$24,764,800 Escr: \$29,630,000							
							\$0			
2023	0	0		0	0		2,705,000	0	n/a	n/a
2024	0	0		0	0		2,705,000	0	n/a	n/a
2025	195,058	0		0	195,058		2,900,058	0	n/a	n/a
2026	697,965	0		0	697,965		3,598,023	0	n/a	798%
2027	1,091,732	1,528,000		1,528,000	(436,268)		3,161,756	0	71%	226%
2028	1,392,879	1,528,000		1,528,000	(135,121)		3,026,634	0	91%	145%
2029	1,587,387	1,583,000		1,583,000	4,387		3,031,021	0	100%	114%
2030	1,682,870	1,680,250		1,680,250	2,620		3,033,642	0	100%	99%
2031	1,682,870	1,682,500		1,682,500	370		3,034,012	0	100%	93%
2032	1,784,083	1,779,250		1,779,250	4,833		3,038,845	0	100%	92%
2033	1,784,083	1,780,750	0	1,780,750	3,333	3,042,000	0	178	100%	86%
2034	1,891,368	Refunded	1,888,200	1,888,200	3,168		0	3,168	100%	248%
2035	1,891,368		1,886,450	1,886,450	4,918		0	4,918	100%	230%
2036	2,005,090		2,004,550	2,004,550	540		0	540	100%	227%
2037	2,005,090		2,003,900	2,003,900	1,190		0	1,190	100%	212%
2038	2,125,635		2,122,950	2,122,950	2,685		0	2,685	100%	209%
2039	2,125,635		2,123,100	2,123,100	2,535		0	2,535	100%	194%
2040	2,253,413		2,252,800	2,252,800	613		0	613	100%	190%
2041	2,253,413		2,253,150	2,253,150	263		0	263	100%	175%
2042	2,388,858		2,387,900	2,387,900	958		0	958	100%	171%
2043	2,388,858		2,388,000	2,388,000	858		0	858	100%	158%
2044	2,532,429		2,527,350	2,527,350	5,079		0	5,079	100%	151%
2045	2,532,429		2,531,750	2,531,750	679		0	679	100%	137%
2046	2,684,615		2,680,100	2,680,100	4,515		0	4,515	100%	131%
2047	2,684,615		2,683,050	2,683,050	1,565		0	1,565	100%	118%
2048	2,845,932		2,844,800	2,844,800	1,132		0	1,132	100%	111%
2049	2,845,932		2,845,550	2,845,550	382		0	382	100%	98%
2050	3,016,928		3,014,950	3,014,950	1,978		0	1,978	100%	90%
2051	3,016,928		3,012,900	3,012,900	4,028		0	4,028	100%	78%
2052	3,198,184		3,194,350	3,194,350	3,834		0	3,834	100%	69%
2053	3,198,184		3,193,750	3,193,750	4,434		0	4,434	100%	57%
2054	3,390,315		3,386,350	3,386,350	3,965		0	3,965	100%	53%
2055	3,390,315		3,386,300	3,386,300	4,015		0	4,015	100%	48%
2056	3,593,974		3,589,150	3,589,150	4,824		0	4,824	100%	42%
2057	3,593,974		3,593,750	3,593,750	224		0	224	100%	36%
2058	3,809,852		3,805,800	3,805,800	4,052		0	4,052	100%	31%
2059	3,809,852		3,809,000	3,809,000	852		0	852	100%	25%
2060	4,038,683		4,034,350	4,034,350	4,333		0	4,333	100%	21%
2061	4,038,683		4,035,100	4,035,100	3,583		0	3,583	100%	15%
2062	4,281,244		4,277,700	4,277,700	3,544		0	3,544	100%	10%
2063	4,281,244		4,279,800	4,279,800	1,444		0	1,444	100%	0%
Total	100,011,966	11,561,750	88,036,850	99,598,600	413,366	3,042,000		76,366		

Denmore Metropolitan District Group 1
Revenue

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 10.000 Cap 10.000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2023	0	0.000	0	0	0	0
2024	0	10.000	0	0	0	0
2025	3,828,870	10.000	38,289	2,286	(574)	40,000
2026	13,502,254	10.000	135,023	8,061	(2,025)	141,058
2027	21,076,335	10.000	210,763	12,583	(3,161)	220,184
2028	25,418,861	10.000	254,189	15,175	(3,813)	265,551
2029	26,773,542	10.000	267,735	15,984	(4,016)	279,703
2030	28,379,954	10.000	283,800	16,943	(4,257)	296,485
2031	28,379,954	10.000	283,800	16,943	(4,257)	296,485
2032	30,082,751	10.000	300,828	17,959	(4,512)	314,275
2033	30,082,751	10.000	300,828	17,959	(4,512)	314,275
2034	31,887,716	10.000	318,877	19,037	(4,783)	333,131
2035	31,887,716	10.000	318,877	19,037	(4,783)	333,131
2036	33,800,979	10.000	338,010	20,179	(5,070)	353,119
2037	33,800,979	10.000	338,010	20,179	(5,070)	353,119
2038	35,829,038	10.000	358,290	21,390	(5,374)	374,306
2039	35,829,038	10.000	358,290	21,390	(5,374)	374,306
2040	37,978,780	10.000	379,788	22,673	(5,697)	396,764
2041	37,978,780	10.000	379,788	22,673	(5,697)	396,764
2042	40,257,507	10.000	402,575	24,034	(6,039)	420,570
2043	40,257,507	10.000	402,575	24,034	(6,039)	420,570
2044	42,672,958	10.000	426,730	25,476	(6,401)	445,804
2045	42,672,958	10.000	426,730	25,476	(6,401)	445,804
2046	45,233,335	10.000	452,333	27,004	(6,785)	472,553
2047	45,233,335	10.000	452,333	27,004	(6,785)	472,553
2048	47,947,335	10.000	479,473	28,625	(7,192)	500,906
2049	47,947,335	10.000	479,473	28,625	(7,192)	500,906
2050	50,824,175	10.000	508,242	30,342	(7,624)	530,960
2051	50,824,175	10.000	508,242	30,342	(7,624)	530,960
2052	53,873,626	10.000	538,736	32,163	(8,081)	562,818
2053	53,873,626	10.000	538,736	32,163	(8,081)	562,818
2054	57,106,043	10.000	571,060	34,082	(8,566)	596,587
2055	57,106,043	10.000	571,060	34,082	(8,566)	596,587
2056	60,532,406	10.000	605,324	36,138	(9,080)	632,382
2057	60,532,406	10.000	605,324	36,138	(9,080)	632,382
2058	64,164,350	10.000	641,644	38,306	(9,625)	670,325
2059	64,164,350	10.000	641,644	38,306	(9,625)	670,325
2060	68,014,211	10.000	680,142	40,604	(10,202)	710,544
2061	68,014,211	10.000	680,142	40,604	(10,202)	710,544
2062	72,095,064	10.000	720,951	43,041	(10,814)	753,177
2063	72,095,064	10.000	720,951	43,041	(10,814)	753,177
Total			16,919,603	1,010,100	(253,794)	17,675,909

Denmore Metropolitan District Group 1
Revenue

	Total	Town Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	Town O&M Mill Levy 3.000 Cap 3.000 Target	Town O&M Mill Levy Collections 00.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2023	0	0.000	0	0	0	0
2024	0	3.000	0	0	0	0
2025	3,828,870	3.000	11,487	686	(172)	12,000
2026	13,502,254	3.000	40,507	2,418	(608)	42,317
2027	21,076,335	3.000	63,229	3,775	(948)	66,055
2028	25,418,861	3.000	76,257	4,553	(1,144)	79,665
2029	26,773,542	3.000	80,321	4,795	(1,205)	83,911
2030	28,379,954	3.000	85,140	5,083	(1,277)	88,946
2031	28,379,954	3.000	85,140	5,083	(1,277)	88,946
2032	30,082,751	3.000	90,248	5,388	(1,354)	94,282
2033	30,082,751	3.000	90,248	5,388	(1,354)	94,282
2034	31,887,716	3.000	95,663	5,711	(1,435)	99,939
2035	31,887,716	3.000	95,663	5,711	(1,435)	99,939
2036	33,800,979	3.000	101,403	6,054	(1,521)	105,936
2037	33,800,979	3.000	101,403	6,054	(1,521)	105,936
2038	35,829,038	3.000	107,487	6,417	(1,612)	112,292
2039	35,829,038	3.000	107,487	6,417	(1,612)	112,292
2040	37,978,780	3.000	113,936	6,802	(1,709)	119,029
2041	37,978,780	3.000	113,936	6,802	(1,709)	119,029
2042	40,257,507	3.000	120,773	7,210	(1,812)	126,171
2043	40,257,507	3.000	120,773	7,210	(1,812)	126,171
2044	42,672,958	3.000	128,019	7,643	(1,920)	133,741
2045	42,672,958	3.000	128,019	7,643	(1,920)	133,741
2046	45,233,335	3.000	135,700	8,101	(2,036)	141,766
2047	45,233,335	3.000	135,700	8,101	(2,036)	141,766
2048	47,947,335	3.000	143,842	8,587	(2,158)	150,272
2049	47,947,335	3.000	143,842	8,587	(2,158)	150,272
2050	50,824,175	3.000	152,473	9,103	(2,287)	159,288
2051	50,824,175	3.000	152,473	9,103	(2,287)	159,288
2052	53,873,626	3.000	161,621	9,649	(2,424)	168,845
2053	53,873,626	3.000	161,621	9,649	(2,424)	168,845
2054	57,106,043	3.000	171,318	10,228	(2,570)	178,976
2055	57,106,043	3.000	171,318	10,228	(2,570)	178,976
2056	60,532,406	3.000	181,597	10,841	(2,724)	189,715
2057	60,532,406	3.000	181,597	10,841	(2,724)	189,715
2058	64,164,350	3.000	192,493	11,492	(2,887)	201,097
2059	64,164,350	3.000	192,493	11,492	(2,887)	201,097
2060	68,014,211	3.000	204,043	12,181	(3,061)	213,163
2061	68,014,211	3.000	204,043	12,181	(3,061)	213,163
2062	72,095,064	3.000	216,285	12,912	(3,244)	225,953
2063	72,095,064	3.000	216,285	12,912	(3,244)	225,953
Total			5,075,881	308,030	(76,138)	5,302,773

Denmore Metropolitan District Group 2
Revenue

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 10.000 Cap 10.000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2023	0	0.000	0	0	0	0
2024	0	10.000	0	0	0	0
2025	0	10.000	0	0	0	0
2026	0	10.000	0	0	0	0
2027	0	10.000	0	0	0	0
2028	1,450,000	10.000	14,500	866	(218)	15,148
2029	3,836,681	10.000	38,367	2,290	(576)	40,082
2030	4,066,882	10.000	40,669	2,428	(610)	42,487
2031	4,066,882	10.000	40,669	2,428	(610)	42,487
2032	4,310,895	10.000	43,109	2,574	(647)	45,036
2033	4,310,895	10.000	43,109	2,574	(647)	45,036
2034	4,569,548	10.000	45,695	2,728	(685)	47,738
2035	4,569,548	10.000	45,695	2,728	(685)	47,738
2036	4,843,721	10.000	48,437	2,892	(727)	50,602
2037	4,843,721	10.000	48,437	2,892	(727)	50,602
2038	5,134,344	10.000	51,343	3,065	(770)	53,638
2039	5,134,344	10.000	51,343	3,065	(770)	53,638
2040	5,442,405	10.000	54,424	3,249	(816)	56,857
2041	5,442,405	10.000	54,424	3,249	(816)	56,857
2042	5,768,949	10.000	57,689	3,444	(865)	60,268
2043	5,768,949	10.000	57,689	3,444	(865)	60,268
2044	6,115,086	10.000	61,151	3,651	(917)	63,884
2045	6,115,086	10.000	61,151	3,651	(917)	63,884
2046	6,481,991	10.000	64,820	3,870	(972)	67,717
2047	6,481,991	10.000	64,820	3,870	(972)	67,717
2048	6,870,911	10.000	68,709	4,102	(1,031)	71,780
2049	6,870,911	10.000	68,709	4,102	(1,031)	71,780
2050	7,283,166	10.000	72,832	4,348	(1,092)	76,087
2051	7,283,166	10.000	72,832	4,348	(1,092)	76,087
2052	7,720,156	10.000	77,202	4,609	(1,158)	80,652
2053	7,720,156	10.000	77,202	4,609	(1,158)	80,652
2054	8,183,365	10.000	81,834	4,885	(1,228)	85,492
2055	8,183,365	10.000	81,834	4,885	(1,228)	85,492
2056	8,674,367	10.000	86,744	5,179	(1,301)	90,621
2057	8,674,367	10.000	86,744	5,179	(1,301)	90,621
2058	9,194,829	10.000	91,948	5,489	(1,379)	96,058
2059	9,194,829	10.000	91,948	5,489	(1,379)	96,058
2060	9,746,519	10.000	97,465	5,819	(1,462)	101,822
2061	9,746,519	10.000	97,465	5,819	(1,462)	101,822
2062	10,331,310	10.000	103,313	6,168	(1,550)	107,931
2063	10,331,310	10.000	103,313	6,168	(1,550)	107,931
Total			2,347,636	140,154	(35,215)	2,452,575

Denmore Metropolitan District Group 2

Revenue

	Total	Town Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	Town O&M Mill Levy 3.000 Cap 3.000 Target	Town O&M Mill Levy Collections 98.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2023	0	0,000	0	0	0	0
2024	0	3,000	0	0	0	0
2025	0	3,000	0	0	0	0
2026	0	3,000	0	0	0	0
2027	0	3,000	0	0	0	0
2028	1,450,000	3,000	4,350	260	(65)	4,544
2029	3,836,681	3,000	11,510	687	(173)	12,025
2030	4,066,882	3,000	12,201	728	(183)	12,746
2031	4,066,882	3,000	12,201	728	(183)	12,746
2032	4,310,895	3,000	12,933	772	(194)	13,511
2033	4,310,895	3,000	12,933	772	(194)	13,511
2034	4,569,548	3,000	13,709	818	(206)	14,321
2035	4,569,548	3,000	13,709	818	(206)	14,321
2036	4,843,721	3,000	14,531	868	(218)	15,181
2037	4,843,721	3,000	14,531	868	(218)	15,181
2038	5,134,344	3,000	15,403	920	(231)	16,092
2039	5,134,344	3,000	15,403	920	(231)	16,092
2040	5,442,405	3,000	16,327	975	(245)	17,057
2041	5,442,405	3,000	16,327	975	(245)	17,057
2042	5,768,949	3,000	17,307	1,033	(260)	18,080
2043	5,768,949	3,000	17,307	1,033	(260)	18,080
2044	6,115,086	3,000	18,345	1,095	(275)	19,165
2045	6,115,086	3,000	18,345	1,095	(275)	19,165
2046	6,481,991	3,000	19,446	1,161	(292)	20,315
2047	6,481,991	3,000	19,446	1,161	(292)	20,315
2048	6,870,911	3,000	20,613	1,231	(309)	21,534
2049	6,870,911	3,000	20,613	1,231	(309)	21,534
2050	7,283,166	3,000	21,849	1,304	(328)	22,826
2051	7,283,166	3,000	21,849	1,304	(328)	22,826
2052	7,720,156	3,000	23,160	1,383	(347)	24,196
2053	7,720,156	3,000	23,160	1,383	(347)	24,196
2054	8,183,365	3,000	24,550	1,466	(368)	25,647
2055	8,183,365	3,000	24,550	1,466	(368)	25,647
2056	8,674,367	3,000	26,023	1,554	(390)	27,186
2057	8,674,367	3,000	26,023	1,554	(390)	27,186
2058	9,194,829	3,000	27,584	1,647	(414)	28,818
2059	9,194,829	3,000	27,584	1,647	(414)	28,818
2060	9,746,519	3,000	29,240	1,746	(439)	30,547
2061	9,746,519	3,000	29,240	1,746	(439)	30,547
2062	10,331,310	3,000	30,994	1,850	(465)	32,379
2063	10,331,310	3,000	30,994	1,850	(465)	32,379
Total			704,291	42,046	(10,564)	735,772

SOURCES AND USES OF FUNDS

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2023

Dated Date	12/01/2023
Delivery Date	12/01/2023

Sources:

Bond Proceeds:	
Par Amount	30,560,000.00
	30,560,000.00

Uses:

Project Fund Deposits:	
Project Fund	22,359,800.00
Other Fund Deposits:	
Capitalized Interest Fund	4,584,000.00
Surplus Deposit	
	2,705,000.00
	7,289,000.00
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Underwriter's Discount:	
Underwriter's Discount	611,200.00
	611,200.00
	30,560,000.00

BOND SUMMARY STATISTICS

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2023

|                                 |               |
|---------------------------------|---------------|
| Dated Date                      | 12/01/2023    |
| Delivery Date                   | 12/01/2023    |
| Last Maturity                   | 12/01/2053    |
| Arbitrage Yield                 | 5.000000%     |
| True Interest Cost (TIC)        | 5.151874%     |
| Net Interest Cost (NIC)         | 5.086288%     |
| All-In TIC                      | 5.228067%     |
| Average Coupon                  | 5.000000%     |
| Average Life (years)            | 23.178        |
| Duration of Issue (years)       | 13.584        |
| Par Amount                      | 30,560,000.00 |
| Bond Proceeds                   | 30,560,000.00 |
| Total Interest                  | 35,416,250.00 |
| Net Interest                    | 36,027,450.00 |
| Total Debt Service              | 65,976,250.00 |
| Maximum Annual Debt Service     | 3,197,250.00  |
| Average Annual Debt Service     | 2,199,208.33  |
| Underwriter's Fees (per \$1000) |               |
| Average Takedown                |               |
| Other Fee                       | 20.000000     |
| Total Underwriter's Discount    | 20.000000     |
| Bid Price                       | 98.000000     |

| <i>Bond Component</i> | <i>Par Value</i> | <i>Price</i> | <i>Average Coupon</i> | <i>Average Life</i> |
|-----------------------|------------------|--------------|-----------------------|---------------------|
| Term Bond Due 2053    | 30,560,000.00    | 100.000      | 5.000%                | 23.178              |
|                       | 30,560,000.00    |              |                       | 23.178              |

|                            | <i>TIC</i>    | <i>All-In TIC</i> | <i>Arbitrage Yield</i> |
|----------------------------|---------------|-------------------|------------------------|
| Par Value                  | 30,560,000.00 | 30,560,000.00     | 30,560,000.00          |
| + Accrued Interest         |               |                   |                        |
| + Premium (Discount)       |               |                   |                        |
| - Underwriter's Discount   | (611,200.00)  | (611,200.00)      |                        |
| - Cost of Issuance Expense |               | (300,000.00)      |                        |
| - Other Amounts            |               |                   |                        |
| Target Value               | 29,948,800.00 | 29,648,800.00     | 30,560,000.00          |
| Target Date                | 12/01/2023    | 12/01/2023        | 12/01/2023             |
| Yield                      | 5.151874%     | 5.228067%         | 5.000000%              |



## BOND PRICING

### DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

#### ~ ~ ~ GENERAL OBLIGATION BONDS, SERIES 2023

| <i>Bond Component</i> | <i>Maturity Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|----------------------|---------------|-------------|--------------|--------------|
| Term Bond Due 2053:   |                      |               |             |              |              |
|                       | 12/01/2024           |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2025           |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2026           |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2027           |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2028           |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2029           | 55,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2030           | 155,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2031           | 165,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2032           | 270,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2033           | 285,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2034           | 405,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2035           | 425,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2036           | 560,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2037           | 590,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2038           | 740,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2039           | 780,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2040           | 945,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2041           | 990,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2042           | 1,175,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2043           | 1,235,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2044           | 1,440,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2045           | 1,515,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2046           | 1,740,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2047           | 1,825,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2048           | 2,080,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2049           | 2,185,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2050           | 2,465,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2051           | 2,590,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2052           | 2,900,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2053           | 3,045,000     | 5.000%      | 5.000%       | 100.000      |
|                       |                      | 30,560,000    |             |              |              |

|                         |               |             |
|-------------------------|---------------|-------------|
| Dated Date              | 12/01/2023    |             |
| Delivery Date           | 12/01/2023    |             |
| First Coupon            | 06/01/2024    |             |
| Par Amount              | 30,560,000.00 |             |
| Original Issue Discount |               |             |
| Production              | 30,560,000.00 | 100.000000% |
| Underwriter's Discount  | (611,200.00)  | (2.000000%) |
| Purchase Price          | 29,948,800.00 | 98.000000%  |
| Accrued Interest        |               |             |
| Net Proceeds            | 29,948,800.00 |             |

## NET DEBT SERVICE

### DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

#### \*\*\* GENERAL OBLIGATION BONDS, SERIES 2023

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total<br/>Debt Service</i> | <i>Capitalized<br/>Interest<br/>Fund</i> | <i>Net<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------------|------------------------------------------|-----------------------------|
| 12/01/2024               |                  |               | 1,528,000       | 1,528,000                     | 1,528,000                                |                             |
| 12/01/2025               |                  |               | 1,528,000       | 1,528,000                     | 1,528,000                                |                             |
| 12/01/2026               |                  |               | 1,528,000       | 1,528,000                     | 1,528,000                                |                             |
| 12/01/2027               |                  |               | 1,528,000       | 1,528,000                     |                                          | 1,528,000                   |
| 12/01/2028               |                  |               | 1,528,000       | 1,528,000                     |                                          | 1,528,000                   |
| 12/01/2029               | 55,000           | 5.000%        | 1,528,000       | 1,583,000                     |                                          | 1,583,000                   |
| 12/01/2030               | 155,000          | 5.000%        | 1,525,250       | 1,680,250                     |                                          | 1,680,250                   |
| 12/01/2031               | 165,000          | 5.000%        | 1,517,500       | 1,682,500                     |                                          | 1,682,500                   |
| 12/01/2032               | 270,000          | 5.000%        | 1,509,250       | 1,779,250                     |                                          | 1,779,250                   |
| 12/01/2033               | 285,000          | 5.000%        | 1,495,750       | 1,780,750                     |                                          | 1,780,750                   |
| 12/01/2034               | 405,000          | 5.000%        | 1,481,500       | 1,886,500                     |                                          | 1,886,500                   |
| 12/01/2035               | 425,000          | 5.000%        | 1,461,250       | 1,886,250                     |                                          | 1,886,250                   |
| 12/01/2036               | 560,000          | 5.000%        | 1,440,000       | 2,000,000                     |                                          | 2,000,000                   |
| 12/01/2037               | 590,000          | 5.000%        | 1,412,000       | 2,002,000                     |                                          | 2,002,000                   |
| 12/01/2038               | 740,000          | 5.000%        | 1,382,500       | 2,122,500                     |                                          | 2,122,500                   |
| 12/01/2039               | 780,000          | 5.000%        | 1,345,500       | 2,125,500                     |                                          | 2,125,500                   |
| 12/01/2040               | 945,000          | 5.000%        | 1,306,500       | 2,251,500                     |                                          | 2,251,500                   |
| 12/01/2041               | 990,000          | 5.000%        | 1,259,250       | 2,249,250                     |                                          | 2,249,250                   |
| 12/01/2042               | 1,175,000        | 5.000%        | 1,209,750       | 2,384,750                     |                                          | 2,384,750                   |
| 12/01/2043               | 1,235,000        | 5.000%        | 1,151,000       | 2,386,000                     |                                          | 2,386,000                   |
| 12/01/2044               | 1,440,000        | 5.000%        | 1,089,250       | 2,529,250                     |                                          | 2,529,250                   |
| 12/01/2045               | 1,515,000        | 5.000%        | 1,017,250       | 2,532,250                     |                                          | 2,532,250                   |
| 12/01/2046               | 1,740,000        | 5.000%        | 941,500         | 2,681,500                     |                                          | 2,681,500                   |
| 12/01/2047               | 1,825,000        | 5.000%        | 854,500         | 2,679,500                     |                                          | 2,679,500                   |
| 12/01/2048               | 2,080,000        | 5.000%        | 763,250         | 2,843,250                     |                                          | 2,843,250                   |
| 12/01/2049               | 2,185,000        | 5.000%        | 659,250         | 2,844,250                     |                                          | 2,844,250                   |
| 12/01/2050               | 2,465,000        | 5.000%        | 550,000         | 3,015,000                     |                                          | 3,015,000                   |
| 12/01/2051               | 2,590,000        | 5.000%        | 426,750         | 3,016,750                     |                                          | 3,016,750                   |
| 12/01/2052               | 2,900,000        | 5.000%        | 297,250         | 3,197,250                     |                                          | 3,197,250                   |
| 12/01/2053               | 3,045,000        | 5.000%        | 152,250         | 3,197,250                     |                                          | 3,197,250                   |
|                          | 30,560,000       |               | 35,416,250      | 65,976,250                    | 4,584,000                                | 61,392,250                  |

## BOND DEBT SERVICE

### DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

#### GENERAL OBLIGATION BONDS, SERIES 2023

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt<br/>Service</i> | <i>Annual/<br/>Debt<br/>Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------|-------------------------------------|
| 06/01/2024               |                  |               | 764,000         | 764,000                 |                                     |
| 12/01/2024               |                  |               | 764,000         | 764,000                 | 1,528,000                           |
| 06/01/2025               |                  |               | 764,000         | 764,000                 |                                     |
| 12/01/2025               |                  |               | 764,000         | 764,000                 | 1,528,000                           |
| 06/01/2026               |                  |               | 764,000         | 764,000                 |                                     |
| 12/01/2026               |                  |               | 764,000         | 764,000                 | 1,528,000                           |
| 06/01/2027               |                  |               | 764,000         | 764,000                 |                                     |
| 12/01/2027               |                  |               | 764,000         | 764,000                 | 1,528,000                           |
| 06/01/2028               |                  |               | 764,000         | 764,000                 |                                     |
| 12/01/2028               |                  |               | 764,000         | 764,000                 | 1,528,000                           |
| 06/01/2029               |                  |               | 764,000         | 764,000                 |                                     |
| 12/01/2029               | 55,000           | 5.000%        | 764,000         | 819,000                 | 1,583,000                           |
| 06/01/2030               |                  |               | 762,625         | 762,625                 |                                     |
| 12/01/2030               | 155,000          | 5.000%        | 762,625         | 917,625                 | 1,680,250                           |
| 06/01/2031               |                  |               | 758,750         | 758,750                 |                                     |
| 12/01/2031               | 165,000          | 5.000%        | 758,750         | 923,750                 | 1,682,500                           |
| 06/01/2032               |                  |               | 754,625         | 754,625                 |                                     |
| 12/01/2032               | 270,000          | 5.000%        | 754,625         | 1,024,625               | 1,779,250                           |
| 06/01/2033               |                  |               | 747,875         | 747,875                 |                                     |
| 12/01/2033               | 285,000          | 5.000%        | 747,875         | 1,032,875               | 1,780,750                           |
| 06/01/2034               |                  |               | 740,750         | 740,750                 |                                     |
| 12/01/2034               | 405,000          | 5.000%        | 740,750         | 1,145,750               | 1,886,500                           |
| 06/01/2035               |                  |               | 730,625         | 730,625                 |                                     |
| 12/01/2035               | 425,000          | 5.000%        | 730,625         | 1,156,625               | 1,886,250                           |
| 06/01/2036               |                  |               | 720,000         | 720,000                 |                                     |
| 12/01/2036               | 560,000          | 5.000%        | 720,000         | 1,280,000               | 2,000,000                           |
| 06/01/2037               |                  |               | 706,000         | 706,000                 |                                     |
| 12/01/2037               | 590,000          | 5.000%        | 706,000         | 1,296,000               | 2,002,000                           |
| 06/01/2038               |                  |               | 691,250         | 691,250                 |                                     |
| 12/01/2038               | 740,000          | 5.000%        | 691,250         | 1,431,250               | 2,122,500                           |
| 06/01/2039               |                  |               | 672,750         | 672,750                 |                                     |
| 12/01/2039               | 780,000          | 5.000%        | 672,750         | 1,452,750               | 2,125,500                           |
| 06/01/2040               |                  |               | 653,250         | 653,250                 |                                     |
| 12/01/2040               | 945,000          | 5.000%        | 653,250         | 1,598,250               | 2,251,500                           |
| 06/01/2041               |                  |               | 629,625         | 629,625                 |                                     |
| 12/01/2041               | 990,000          | 5.000%        | 629,625         | 1,619,625               | 2,249,250                           |
| 06/01/2042               |                  |               | 604,875         | 604,875                 |                                     |
| 12/01/2042               | 1,175,000        | 5.000%        | 604,875         | 1,779,875               | 2,384,750                           |
| 06/01/2043               |                  |               | 575,500         | 575,500                 |                                     |
| 12/01/2043               | 1,235,000        | 5.000%        | 575,500         | 1,810,500               | 2,386,000                           |
| 06/01/2044               |                  |               | 544,625         | 544,625                 |                                     |
| 12/01/2044               | 1,440,000        | 5.000%        | 544,625         | 1,984,625               | 2,529,250                           |
| 06/01/2045               |                  |               | 508,625         | 508,625                 |                                     |
| 12/01/2045               | 1,515,000        | 5.000%        | 508,625         | 2,023,625               | 2,532,250                           |
| 06/01/2046               |                  |               | 470,750         | 470,750                 |                                     |
| 12/01/2046               | 1,740,000        | 5.000%        | 470,750         | 2,210,750               | 2,681,500                           |
| 06/01/2047               |                  |               | 427,250         | 427,250                 |                                     |
| 12/01/2047               | 1,825,000        | 5.000%        | 427,250         | 2,252,250               | 2,679,500                           |
| 06/01/2048               |                  |               | 381,625         | 381,625                 |                                     |
| 12/01/2048               | 2,060,000        | 5.000%        | 381,625         | 2,461,625               | 2,843,250                           |
| 06/01/2049               |                  |               | 329,625         | 329,625                 |                                     |
| 12/01/2049               | 2,185,000        | 5.000%        | 329,625         | 2,514,625               | 2,844,250                           |
| 06/01/2050               |                  |               | 275,000         | 275,000                 |                                     |
| 12/01/2050               | 2,465,000        | 5.000%        | 275,000         | 2,740,000               | 3,015,000                           |
| 06/01/2051               |                  |               | 213,375         | 213,375                 |                                     |
| 12/01/2051               | 2,590,000        | 5.000%        | 213,375         | 2,803,375               | 3,016,750                           |
| 06/01/2052               |                  |               | 148,625         | 148,625                 |                                     |
| 12/01/2052               | 2,900,000        | 5.000%        | 148,625         | 3,048,625               | 3,197,250                           |
| 06/01/2053               |                  |               | 76,125          | 76,125                  |                                     |
| 12/01/2053               | 3,045,000        | 5.000%        | 76,125          | 3,121,125               | 3,197,250                           |
|                          | 30,560,000       |               | 35,416,250      | 65,976,250              | 65,976,250                          |

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## CALL PROVISIONS

DENMORE METROPOLITAN DISTRICT NOS. 1-5  
Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2023

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2026	103.00
12/01/2029	102.00
12/01/2030	101.00
12/01/2031	100.00

BOND SOLUTION

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2023

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2024		1,528,000	(1,528,000)				
12/01/2025		1,528,000	(1,528,000)		195,058	195,058	
12/01/2026		1,528,000	(1,528,000)		697,965	697,965	
12/01/2027		1,528,000		1,528,000	1,091,732	(436,268)	71.45%
12/01/2028		1,528,000		1,528,000	1,392,879	(135,121)	91.16%
12/01/2029	55,000	1,583,000		1,583,000	1,587,387	4,387	100.28%
12/01/2030	155,000	1,680,250		1,680,250	1,682,870	2,620	100.16%
12/01/2031	165,000	1,682,500		1,682,500	1,682,870	370	100.02%
12/01/2032	270,000	1,779,250		1,779,250	1,784,083	4,833	100.27%
12/01/2033	285,000	1,780,750		1,780,750	1,784,083	3,333	100.19%
12/01/2034	405,000	1,886,500		1,886,500	1,891,368	4,868	100.26%
12/01/2035	425,000	1,886,250		1,886,250	1,891,368	5,118	100.27%
12/01/2036	560,000	2,000,000		2,000,000	2,005,090	5,090	100.25%
12/01/2037	590,000	2,002,000		2,002,000	2,005,090	3,090	100.15%
12/01/2038	740,000	2,122,500		2,122,500	2,125,635	3,135	100.15%
12/01/2039	780,000	2,125,500		2,125,500	2,125,635	135	100.01%
12/01/2040	945,000	2,251,500		2,251,500	2,253,413	1,913	100.08%
12/01/2041	990,000	2,249,250		2,249,250	2,253,413	4,163	100.19%
12/01/2042	1,175,000	2,384,750		2,384,750	2,388,858	4,108	100.17%
12/01/2043	1,235,000	2,386,000		2,386,000	2,388,858	2,858	100.12%
12/01/2044	1,440,000	2,529,250		2,529,250	2,532,429	3,179	100.13%
12/01/2045	1,515,000	2,532,250		2,532,250	2,532,429	179	100.01%
12/01/2046	1,740,000	2,681,500		2,681,500	2,684,615	3,115	100.12%
12/01/2047	1,825,000	2,679,500		2,679,500	2,684,615	5,115	100.19%
12/01/2048	2,080,000	2,843,250		2,843,250	2,845,932	2,682	100.09%
12/01/2049	2,185,000	2,844,250		2,844,250	2,845,932	1,682	100.06%
12/01/2050	2,465,000	3,015,000		3,015,000	3,016,928	1,928	100.06%
12/01/2051	2,590,000	3,016,750		3,016,750	3,016,928	178	100.01%
12/01/2052	2,900,000	3,197,250		3,197,250	3,198,184	934	100.03%
12/01/2053	3,045,000	3,197,250		3,197,250	3,198,184	934	100.03%
	30,560,000	65,976,250	(4,584,000)	61,392,250	61,783,831	391,581	

SOURCES AND USES OF FUNDS

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

Dated Date	12/01/2033
Delivery Date	12/01/2033

Sources:

Bond Proceeds:	
Par Amount	55,440,000.00
Other Sources of Funds:	
Series 2023 Surplus Fund	3,042,000.00
	58,482,000.00

Uses:

Project Fund Deposits:	
Project Fund	24,764,800.00
Refunding Escrow Deposits:	
Cash Deposit	29,630,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	3,610,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Underwriter's Discount:	
Other Underwriter's Discount	277,200.00
	58,482,000.00

BOND SUMMARY STATISTICS

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

Dated Date	12/01/2033
Delivery Date	12/01/2033
Last Maturity	12/01/2063
Arbitrage Yield	3.000000%
True Interest Cost (TIC)	3.032427%
Net Interest Cost (NIC)	3.022968%
All-In TIC	3.055961%
Average Coupon	3.000000%
Average Life (years)	21.769
Duration of Issue (years)	15.678
Par Amount	55,440,000.00
Bond Proceeds	55,440,000.00
Total Interest	36,206,850.00
Net Interest	36,484,050.00
Total Debt Service	91,646,850.00
Maximum Annual Debt Service	7,889,800.00
Average Annual Debt Service	3,054,895.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2063	55,440,000.00	100.000	3.000%	21.769
	55,440,000.00			21.769

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	55,440,000.00	55,440,000.00	55,440,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(277,200.00)	(277,200.00)	
- Cost of Issuance Expense		(200,000.00)	
- Other Amounts			
Target Value	55,162,800.00	54,962,800.00	55,440,000.00
Target Date	12/01/2033	12/01/2033	12/01/2033
Yield	3.032427%	3.055961%	3.000000%

BOND PRICING

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond due 2063:					
	12/01/2034	225,000	3.000%	3.000%	100.000
	12/01/2035	230,000	3.000%	3.000%	100.000
	12/01/2036	355,000	3.000%	3.000%	100.000
	12/01/2037	365,000	3.000%	3.000%	100.000
	12/01/2038	495,000	3.000%	3.000%	100.000
	12/01/2039	510,000	3.000%	3.000%	100.000
	12/01/2040	655,000	3.000%	3.000%	100.000
	12/01/2041	675,000	3.000%	3.000%	100.000
	12/01/2042	830,000	3.000%	3.000%	100.000
	12/01/2043	855,000	3.000%	3.000%	100.000
	12/01/2044	1,020,000	3.000%	3.000%	100.000
	12/01/2045	1,055,000	3.000%	3.000%	100.000
	12/01/2046	1,235,000	3.000%	3.000%	100.000
	12/01/2047	1,275,000	3.000%	3.000%	100.000
	12/01/2048	1,475,000	3.000%	3.000%	100.000
	12/01/2049	1,520,000	3.000%	3.000%	100.000
	12/01/2050	1,735,000	3.000%	3.000%	100.000
	12/01/2051	1,785,000	3.000%	3.000%	100.000
	12/01/2052	2,020,000	3.000%	3.000%	100.000
	12/01/2053	2,080,000	3.000%	3.000%	100.000
	12/01/2054	2,335,000	3.000%	3.000%	100.000
	12/01/2055	2,405,000	3.000%	3.000%	100.000
	12/01/2056	2,680,000	3.000%	3.000%	100.000
	12/01/2057	2,765,000	3.000%	3.000%	100.000
	12/01/2058	3,060,000	3.000%	3.000%	100.000
	12/01/2059	3,155,000	3.000%	3.000%	100.000
	12/01/2060	3,475,000	3.000%	3.000%	100.000
	12/01/2061	3,580,000	3.000%	3.000%	100.000
	12/01/2062	3,930,000	3.000%	3.000%	100.000
	12/01/2063	7,660,000	3.000%	3.000%	100.000
		55,440,000			

Dated Date	12/01/2033	
Delivery Date	12/01/2033	
First Coupon	06/01/2034	
Par Amount	55,440,000.00	
Original Issue Discount		
Production	55,440,000.00	100.000000%
Underwriter's Discount	(277,200.00)	(0.500000%)
Purchase Price	55,162,800.00	99.500000%
Accrued Interest		
Net Proceeds	55,162,800.00	

NET DEBT SERVICE

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Debt Service Reserve Fund</i>	<i>Net Debt Service</i>
12/01/2034	225,000	3.000%	1,663,200	1,888,200		1,888,200
12/01/2035	230,000	3.000%	1,656,450	1,886,450		1,886,450
12/01/2036	355,000	3.000%	1,649,550	2,004,550		2,004,550
12/01/2037	365,000	3.000%	1,638,900	2,003,900		2,003,900
12/01/2038	495,000	3.000%	1,627,950	2,122,950		2,122,950
12/01/2039	510,000	3.000%	1,613,100	2,123,100		2,123,100
12/01/2040	655,000	3.000%	1,597,800	2,252,800		2,252,800
12/01/2041	675,000	3.000%	1,578,150	2,253,150		2,253,150
12/01/2042	830,000	3.000%	1,557,900	2,387,900		2,387,900
12/01/2043	855,000	3.000%	1,533,000	2,388,000		2,388,000
12/01/2044	1,020,000	3.000%	1,507,350	2,527,350		2,527,350
12/01/2045	1,055,000	3.000%	1,476,750	2,531,750		2,531,750
12/01/2046	1,235,000	3.000%	1,445,100	2,680,100		2,680,100
12/01/2047	1,275,000	3.000%	1,408,050	2,683,050		2,683,050
12/01/2048	1,475,000	3.000%	1,369,800	2,844,800		2,844,800
12/01/2049	1,520,000	3.000%	1,325,550	2,845,550		2,845,550
12/01/2050	1,735,000	3.000%	1,279,950	3,014,950		3,014,950
12/01/2051	1,785,000	3.000%	1,227,900	3,012,900		3,012,900
12/01/2052	2,020,000	3.000%	1,174,350	3,194,350		3,194,350
12/01/2053	2,080,000	3.000%	1,113,750	3,193,750		3,193,750
12/01/2054	2,335,000	3.000%	1,051,350	3,386,350		3,386,350
12/01/2055	2,405,000	3.000%	981,300	3,386,300		3,386,300
12/01/2056	2,680,000	3.000%	909,150	3,589,150		3,589,150
12/01/2057	2,765,000	3.000%	828,750	3,593,750		3,593,750
12/01/2058	3,060,000	3.000%	745,800	3,805,800		3,805,800
12/01/2059	3,155,000	3.000%	654,000	3,809,000		3,809,000
12/01/2060	3,475,000	3.000%	559,350	4,034,350		4,034,350
12/01/2061	3,580,000	3.000%	455,100	4,035,100		4,035,100
12/01/2062	3,930,000	3.000%	347,700	4,277,700		4,277,700
12/01/2063	7,660,000	3.000%	229,800	7,889,800	3,610,000	4,279,800
	55,440,000		36,206,850	91,646,850	3,610,000	88,036,850

BOND DEBT SERVICE

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2034			831,600	831,600	
12/01/2034	225,000	3.000%	831,600	1,056,600	1,888,200
06/01/2035			826,225	826,225	
12/01/2035	230,000	3.000%	826,225	1,058,225	1,886,450
06/01/2036			824,775	824,775	
12/01/2036	355,000	3.000%	824,775	1,179,775	2,004,550
06/01/2037			819,450	819,450	
12/01/2037	365,000	3.000%	819,450	1,184,450	2,003,900
06/01/2038			813,975	813,975	
12/01/2038	495,000	3.000%	813,975	1,308,975	2,122,950
06/01/2039			806,550	806,550	
12/01/2039	510,000	3.000%	806,550	1,316,550	2,123,100
06/01/2040			796,900	796,900	
12/01/2040	655,000	3.000%	796,900	1,453,900	2,252,800
06/01/2041			789,075	789,075	
12/01/2041	675,000	3.000%	789,075	1,464,075	2,253,150
06/01/2042			778,950	778,950	
12/01/2042	830,000	3.000%	778,950	1,608,950	2,387,900
06/01/2043			766,500	766,500	
12/01/2043	855,000	3.000%	766,500	1,621,500	2,388,000
06/01/2044			753,675	753,675	
12/01/2044	1,020,000	3.000%	753,675	1,773,675	2,527,350
06/01/2045			736,375	736,375	
12/01/2045	1,055,000	3.000%	736,375	1,793,375	2,531,750
06/01/2046			722,550	722,550	
12/01/2046	1,235,000	3.000%	722,550	1,957,550	2,680,100
06/01/2047			704,025	704,025	
12/01/2047	1,275,000	3.000%	704,025	1,979,025	2,683,050
06/01/2048			684,900	684,900	
12/01/2048	1,475,000	3.000%	684,900	2,159,900	2,844,800
06/01/2049			662,775	662,775	
12/01/2049	1,520,000	3.000%	662,775	2,182,775	2,845,550
06/01/2050			639,975	639,975	
12/01/2050	1,735,000	3.000%	639,975	2,374,975	3,014,950
06/01/2051			613,950	613,950	
12/01/2051	1,765,000	3.000%	613,950	2,398,950	3,012,900
06/01/2052			587,175	587,175	
12/01/2052	2,020,000	3.000%	587,175	2,607,175	3,194,350
06/01/2053			556,875	556,875	
12/01/2053	2,080,000	3.000%	556,875	2,636,875	3,193,750
06/01/2054			525,675	525,675	
12/01/2054	2,335,000	3.000%	525,675	2,860,675	3,386,350
06/01/2055			490,650	490,650	
12/01/2055	2,405,000	3.000%	490,650	2,895,650	3,386,300
06/01/2056			454,575	454,575	
12/01/2056	2,680,000	3.000%	454,575	3,134,575	3,589,150
06/01/2057			414,375	414,375	
12/01/2057	2,765,000	3.000%	414,375	3,179,375	3,583,750
06/01/2058			372,900	372,900	
12/01/2058	3,060,000	3.000%	372,900	3,432,900	3,805,800
06/01/2059			327,000	327,000	
12/01/2059	3,155,000	3.000%	327,000	3,482,000	3,809,000
06/01/2060			279,675	279,675	
12/01/2060	3,475,000	3.000%	279,675	3,754,675	4,034,350
06/01/2061			227,550	227,550	
12/01/2061	3,580,000	3.000%	227,550	3,807,550	4,035,100
06/01/2062			173,850	173,850	
12/01/2062	3,930,000	3.000%	173,850	4,103,850	4,277,700
06/01/2063			114,900	114,900	
12/01/2063	7,660,000	3.000%	114,900	7,774,900	7,889,800
	55,440,000		36,206,850	91,646,850	91,646,850

CALL PROVISIONS

**DENMORE METROPOLITAN DISTRICT NOS. 1-5
Weld County, Colorado**

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2042	100.00

SUMMARY OF BONDS REFUNDED

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
Series 2023, Service Plan, 2023SP, TERM53:					
	12/01/2034	5.000%	405,000	12/01/2033	100.000
	12/01/2035	5.000%	425,000	12/01/2033	100.000
	12/01/2036	5.000%	560,000	12/01/2033	100.000
	12/01/2037	5.000%	590,000	12/01/2033	100.000
	12/01/2038	5.000%	740,000	12/01/2033	100.000
	12/01/2039	5.000%	780,000	12/01/2033	100.000
	12/01/2040	5.000%	945,000	12/01/2033	100.000
	12/01/2041	5.000%	990,000	12/01/2033	100.000
	12/01/2042	5.000%	1,175,000	12/01/2033	100.000
	12/01/2043	5.000%	1,235,000	12/01/2033	100.000
	12/01/2044	5.000%	1,440,000	12/01/2033	100.000
	12/01/2045	5.000%	1,515,000	12/01/2033	100.000
	12/01/2046	5.000%	1,740,000	12/01/2033	100.000
	12/01/2047	5.000%	1,825,000	12/01/2033	100.000
	12/01/2048	5.000%	2,080,000	12/01/2033	100.000
	12/01/2049	5.000%	2,185,000	12/01/2033	100.000
	12/01/2050	5.000%	2,465,000	12/01/2033	100.000
	12/01/2051	5.000%	2,590,000	12/01/2033	100.000
	12/01/2052	5.000%	2,900,000	12/01/2033	100.000
	12/01/2053	5.000%	3,045,000	12/01/2033	100.000
			29,630,000		

ESCROW REQUIREMENTS

DENMORE METROPOLITAN DISTRICT NOS. 1-5
Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

Dated Date 12/01/2033
Delivery Date 12/01/2033

Pay & Cancel Series 2033 (PC23)

<i>Period Ending</i>	<i>Principal Redeemed</i>	<i>Total</i>
12/01/2033	29,630,000	29,630,000.00
	29,630,000	29,630,000.00

PRIOR BOND DEBT SERVICE

DENMORE METROPOLITAN DISTRICT NOS. 1-5
Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
12/01/2034	405,000	5.000%	1,481,500	1,886,500
12/01/2035	425,000	5.000%	1,461,250	1,886,250
12/01/2036	560,000	5.000%	1,440,000	2,000,000
12/01/2037	590,000	5.000%	1,412,000	2,002,000
12/01/2038	740,000	5.000%	1,382,500	2,122,500
12/01/2039	780,000	5.000%	1,345,500	2,125,500
12/01/2040	945,000	5.000%	1,306,500	2,251,500
12/01/2041	990,000	5.000%	1,259,250	2,249,250
12/01/2042	1,175,000	5.000%	1,209,750	2,384,750
12/01/2043	1,235,000	5.000%	1,151,000	2,386,000
12/01/2044	1,440,000	5.000%	1,089,250	2,529,250
12/01/2045	1,515,000	5.000%	1,017,250	2,532,250
12/01/2046	1,740,000	5.000%	941,500	2,681,500
12/01/2047	1,825,000	5.000%	854,500	2,679,500
12/01/2048	2,080,000	5.000%	763,250	2,843,250
12/01/2049	2,185,000	5.000%	659,250	2,844,250
12/01/2050	2,465,000	5.000%	550,000	3,015,000
12/01/2051	2,590,000	5.000%	426,750	3,016,750
12/01/2052	2,900,000	5.000%	297,250	3,197,250
12/01/2053	3,045,000	5.000%	152,250	3,197,250
	29,630,000		20,200,500	49,830,500

BOND SOLUTION

DENMORE METROPOLITAN DISTRICT NOS. 1-5 Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2034	225,000	1,888,200		1,888,200	1,891,368	3,168	100.17%
12/01/2035	230,000	1,886,450		1,886,450	1,891,368	4,918	100.26%
12/01/2036	355,000	2,004,550		2,004,550	2,005,090	540	100.03%
12/01/2037	365,000	2,003,900		2,003,900	2,005,090	1,190	100.06%
12/01/2038	495,000	2,122,950		2,122,950	2,125,635	2,685	100.13%
12/01/2039	510,000	2,123,100		2,123,100	2,125,635	2,535	100.12%
12/01/2040	655,000	2,252,800		2,252,800	2,253,413	613	100.03%
12/01/2041	675,000	2,253,150		2,253,150	2,253,413	263	100.01%
12/01/2042	830,000	2,387,900		2,387,900	2,388,858	958	100.04%
12/01/2043	855,000	2,388,000		2,388,000	2,388,858	858	100.04%
12/01/2044	1,020,000	2,527,350		2,527,350	2,532,429	5,079	100.20%
12/01/2045	1,055,000	2,531,750		2,531,750	2,532,429	679	100.03%
12/01/2046	1,235,000	2,680,100		2,680,100	2,684,615	4,515	100.17%
12/01/2047	1,275,000	2,683,050		2,683,050	2,684,615	1,565	100.06%
12/01/2048	1,475,000	2,844,800		2,844,800	2,845,932	1,132	100.04%
12/01/2049	1,520,000	2,845,550		2,845,550	2,845,932	382	100.01%
12/01/2050	1,735,000	3,014,950		3,014,950	3,016,928	1,978	100.07%
12/01/2051	1,785,000	3,012,900		3,012,900	3,016,928	4,028	100.13%
12/01/2052	2,020,000	3,194,350		3,194,350	3,198,184	3,834	100.12%
12/01/2053	2,080,000	3,193,750		3,193,750	3,198,184	4,434	100.14%
12/01/2054	2,335,000	3,386,350		3,386,350	3,390,315	3,965	100.12%
12/01/2055	2,405,000	3,386,300		3,386,300	3,390,315	4,015	100.12%
12/01/2056	2,680,000	3,589,150		3,589,150	3,593,974	4,824	100.13%
12/01/2057	2,765,000	3,593,750		3,593,750	3,593,974	224	100.01%
12/01/2058	3,060,000	3,805,800		3,805,800	3,809,852	4,052	100.11%
12/01/2059	3,155,000	3,809,000		3,809,000	3,809,852	852	100.02%
12/01/2060	3,475,000	4,034,350		4,034,350	4,038,683	4,333	100.11%
12/01/2061	3,580,000	4,035,100		4,035,100	4,038,683	3,583	100.09%
12/01/2062	3,930,000	4,277,700		4,277,700	4,281,244	3,544	100.08%
12/01/2063	7,660,000	7,889,800	(3,610,000)	4,279,800	4,281,244	1,444	100.03%
	55,440,000	91,646,850	(3,610,000)	88,036,850	88,113,039	76,189	

Denmore Metropolitan District Nos. 1-5
Weld County, Colorado

General Obligation Bonds, Series 2023
General Obligation Refunding and Improvement Bonds, Series 2033

Service Plan

Bond Assumptions	Series 2023	Series 2033	Total
Closing Date	12/1/2023	12/1/2033	
First Call Date	12/1/2028	12/1/2043	
Final Maturity	12/1/2053	12/1/2063	
Discharge Date	12/2/2063	12/2/2063	
Sources of Funds			
Par Amount	30,560,000	55,440,000	
Funds on Hand	0	3,042,000	
Total	30,560,000	58,482,000	
Uses of Funds			
Project Fund	22,359,800	24,764,800	47,124,600
Refunding Escrow	0	29,630,000	
Capitalized Interest	4,584,000	0	
Reserve Fund	0	3,610,000	
Surplus Deposit	2,705,000	0	
Cost of Issuance	911,200	477,200	
Total	30,560,000	58,482,000	
Debt Features			
Projected Coverage at Mill Levy Cap	1.00x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Investment Grade	
Coupon (Interest Rate)	5.000%	3.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Allocation By Product			Net Proceeds
Group 1		87.82%	41,382,657
Group 2		12.18%	5,741,943
		100.00%	47,124,600
Tax Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
Service Plan Gallagherization Base	6.95%		
Current Assumption	6.95%		
Debt Service Mills			
Service Plan Mill Levy Cap	50.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	1.50%		
Operations			
Mill Levy	10.000		
Town Operations			
Mill Levy	3.000		

EXHIBIT D
Capital Plan – List of Public Improvements



Land Development Budget	24465		Community Totals			
Project: Denmore	573					

ENTITLEMENTS COSTS										
No.	Cost Code	Description	Item	Unit Price	Notes	Quantity	Unit	Totals	Cost/Lot	
1		Legal	Legal	\$ 100,000.00			LS	\$ -	\$ -	
2		Planning/Engineering	Planning, Engineering & Landscape Architecture	\$ 802,000.00			LS	\$ -	\$ -	
3		Impact Studies	Traffic Study	\$ 8,500.00			LS	\$ -	\$ -	
4		Surveying	Surveying (TraceAir, Pot Hole, Lot Fit, Surveying Costs)	\$ 393,960.00			LS	\$ -	\$ -	
5		Structural Engineer	P & T Plan Review (Peer/Value Eng/LD Budget)	\$ 171,900.00			LS	\$ -	\$ -	
6		HOA Fees	Metro District Formation	\$ 65,000.00		1	LS	\$ 65,000.00	\$ 113.44	
7		Contingency	Contingency - Entitlements - (10%)	\$ 6,500.00			LS	\$ -	\$ -	
ENTITLEMENTS COSTS TOTAL					Cost Code Subtotal			\$ 65,000.00	\$ 113.44	
PROJECT FEES (PAYABLE AT PLAT RECORDATION)										
No.	Cost Code	Description	Item	Unit Price	Notes	Quantity	Unit	Totals	Cost/Lot	
1		Plan Check Fees	Initial Zoning and Annexation Fee	\$ 9,453.04			LS	\$ -	\$ -	
2		Plan Check Fees	Preliminary Plat Review Fees	\$ 29,960.00			EA	\$ -	\$ -	
3		Plan Check Fees	Final Plat Review Fees	\$ 59,300.00			EA	\$ -	\$ -	
4		Permit Fees	Final Development Plan Review Fee	\$ 12,860.00			EA	\$ -	\$ -	
5		Permit Fees	Stormwater Permit Fee	\$ 3,000.00		1	EA	\$ 3,000.00	\$ 5.24	
5		Permit Fees	Metro District Service Plan Review Fee1	\$ 10,000.00		1	EA	\$ 10,000.00	\$ 17.45	
6		Traffic Signal Particip	Traffic Signal Participation	\$ 125,000.00		1	EA	\$ 125,000.00	\$ 218.15	
PROJECT FEES TOTAL					Cost Code Subtotal			\$ 138,000.00	\$ 240.84	
								\$ 138,000.00	\$ 240.84	
ABATEMENT & DEMO										
No.	Cost Code	Description	Item	Unit Price	Notes	Quantity	Unit	Totals	Cost/Lot	
1	33100	Demolition	Mobilization	\$ 15,000.00		1	EA	\$ 15,000.00	\$ 26.18	
2	33100	Demolition	Removal of Existing Turkey Sheds - 800'	\$ 80,000.00		1	LS	\$ 80,000.00	\$ 139.62	
3	33100	Demolition	Removal of Existing Turkey Sheds - 600'	\$ 60,000.00		1	LS	\$ 60,000.00	\$ 104.71	
4	33100	Demolition	Removal of Existing Turkey Sheds - 450'	\$ 45,000.00		1	LS	\$ 45,000.00	\$ 78.53	
5	33100	Demolition	Removal of Existing Turkey Sheds - 400'	\$ 40,000.00		1	LS	\$ 40,000.00	\$ 69.81	
6	33100	Demolition	Removal of Existing Turkey Sheds - 350'	\$ 35,000.00		12	LS	\$ 420,000.00	\$ 732.98	
7	33100	Demolition	Removal of Existing Turkey Sheds - 300'	\$ 30,000.00		1	LS	\$ 30,000.00	\$ 52.36	
8	33100	Demolition	Removal of Existing Turkey Sheds - 125'	\$ 12,500.00		5	LS	\$ 62,500.00	\$ 109.08	
9	33100	Demolition	Removal of Existing Residence	\$ 150,000.00		2	LS	\$ 300,000.00	\$ 523.56	
10	33100	Demolition	Removal of Existing Residence Sheds	\$ 15,000.00		2	LS	\$ 30,000.00	\$ 52.36	
11	33100	Demolition	Removal of Existing Outbuildings	\$ 10,000.00		2	LS	\$ 20,000.00	\$ 34.90	
12	33100	Demolition	Relocation of Existing Oil & Gas Facility	\$ 250,000.00		1	LS	\$ 250,000.00	\$ 436.30	
13	33100	Demolition	Relocation of Existing Oil & Gas Flow Lines	\$ 250,000.00		1	LS	\$ 250,000.00	\$ 436.30	
13	33100	Demolition	Relocation of Existing Fiber Optic Line	\$ 250,000.00		1	LS	\$ 250,000.00	\$ 436.30	
14	33100	Demolition	Traffic Control	\$ 50,000.00		1	LS	\$ 50,000.00	\$ 87.26	
					Cost Code (33100) Subtotal			\$ 1,902,500.00	\$ 3,320.24	
ABATEMENT & DEMO TOTAL								\$ 1,902,500.00	\$ 3,320.24	
SITE EARTHWORK										
No.	Cost Code	Description	Item	Unit Price	Notes	Quantity	Unit	Totals	Cost/Lot	
1	33050	Grading	Mobilization	\$ 122.16		573	LOT	\$ 70,000.00	\$ 122.16	
2	33050	Grading	Clear & Grub	\$ 321.75		138	AC	\$ 44,240.63	\$ 77.21	
3	33050	Grading	Strip & Stockpile Topsoil	\$ 2.86		221,833	CY	\$ 634,443.33	\$ 1,107.23	
4	33050	Grading	Cut to Fill	\$ 3.15		500,000	CY	\$ 1,575,000.00	\$ 2,748.69	
5	33050	Grading	Waste Topsoil in Back of Lots	\$ 2.75		221,833	CY	\$ 610,040.75	\$ 1,064.64	
6	33050	Grading	Lot Over Excavation	\$ 3.15			CY	\$ -	\$ -	
7	33050	Grading	Grade Site	\$ 0.45		665,500	SY	\$ 299,475.00	\$ 522.64	
8	33050	Grading	Buy Water	\$ 9.85		20,000	MGAL	\$ 197,000.00	\$ 343.80	
9	33050	Grading	Cut Lot Over Excavation to Stockpile	\$ 2.86			CY	\$ -	\$ -	
10	33050	Grading	Potholing Allowance	\$ 250.00		80	HR	\$ 20,000.00	\$ 34.90	
11	33050	Grading	Dewatering	\$ 50,000.00		1	LS	\$ 50,000.00	\$ 87.26	
12	33050	Grading	Sediment Basins	\$ 15,000.00		5	EA	\$ 75,000.00	\$ 130.89	
13	33050	Grading	Diversion Ditch	\$ 30.00			LF	\$ -	\$ -	
					Cost Code (33050) Subtotal			\$ 3,575,199.71	\$ 6,239.44	
SITE EARTHWORK TOTAL								\$ 3,575,199.71	\$ 6,239.44	
Erosion Control										
No.	Cost Code	Description	Item	Unit Price	Notes	Quantity	Unit	Totals	Cost/Lot	
1	334020	Erosion Control	Misc. Erosion Control, Life of Project, SWMP Inspection	\$ 38,400.00		1	LS	\$ 38,400.00	\$ 67.02	
2	334020	Erosion Control	Maintenance	\$ 500.00		573	LOT	\$ 286,500.00	\$ 500.00	
3	334020	Erosion Control	Mobilization - BMP's	\$ 1,500.00		1	EA	\$ 1,500.00	\$ 2.62	
4	334020	Erosion Control	Silt Fence	\$ 1.55		55,254	LF	\$ 85,643.70	\$ 149.47	
5	334020	Erosion Control	Sediment Control Logs - Behind Walk	\$ 4.00		10,000	LF	\$ 40,000.00	\$ 69.81	
6	334020	Erosion Control	Concrete Washout	\$ 2,500.00		5	EA	\$ 12,500.00	\$ 21.82	
7	334020	Erosion Control	Vehicle Tracking Control - FODS	\$ 18,000.00		3	EA	\$ 54,000.00	\$ 94.24	
8	334020	Erosion Control	Stabilized Staging Area	\$ 4.50		5,556	SY	\$ 25,000.00	\$ 43.63	
9	334020	Erosion Control	Rock Socks	\$ 18.00		600	LF	\$ 10,800.00	\$ 18.85	
10	334020	Erosion Control	Erosion Control Blanket	\$ 2.50		10,000	SY	\$ 25,000.00	\$ 43.63	
11	334020	Erosion Control	Inlet Protection	\$ 19.00		1,500	LF	\$ 28,500.00	\$ 49.74	
12	334020	Erosion Control	Inlet Protection @ Outlet Structure	\$ 175.00		2	EA	\$ 350.00	\$ 0.61	
13	334020	Erosion Control	Inlet Protection @ FES	\$ 255.00		5	EA	\$ 1,275.00	\$ 2.23	
14	334020	Erosion Control	Mobilization - Seeding	\$ 500.00		4	EA	\$ 2,000.00	\$ 3.49	
15	334020	Erosion Control	Temporary Seed & Mulch	\$ 1,500.00		80	AC	\$ 120,000.00	\$ 209.42	
16	334020	Erosion Control	Final Seed & Mulch	\$ 1,500.00		31	AC	\$ 46,500.00	\$ 81.15	
					Cost Code (334020) Subtotal			\$ 777,968.70	\$ 1,357.71	
EROSION CONTROL TOTAL								\$ 777,968.70	\$ 1,357.71	
SANITARY SEWER										
No.	Cost Code	Description	Item	Unit Price	Notes	Quantity	Unit	Totals	Cost/Lot	
1	341010	Sanitary Sewer	Mobilization	\$ 32,000.00		2.00	EA	\$ 64,000.00	\$ 111.69	
2	341010	Sanitary Sewer	Potholing	\$ 7,500.00		1	LS	\$ 7,500.00	\$ 13.09	
3	341010	Sanitary Sewer	Connect to Existing Sewer	\$ 2,400.00		3	EA	\$ 7,200.00	\$ 12.57	
4	341010	Sanitary Sewer	08" SDR-35 PVC Sewer Main	\$ 67.00		22,544	LF	\$ 1,510,448.00	\$ 2,636.03	
5	341010	Sanitary Sewer	04" SDR-26 PVC Sewer Service	\$ 2,500.00		573	LOT	\$ 1,432,500.00	\$ 2,500.00	
6	341010	Sanitary Sewer	4' Diameter Manhole	\$ 5,500.00		131	EA	\$ 720,500.00	\$ 1,257.42	
7	341010	Sanitary Sewer	Sanitary Sewer Jet, Camera, Testing	\$ 9.00		22,544	LF	\$ 202,896.00	\$ 354.09	
8	341010	Sanitary Sewer	Concrete Encase Sanitary Line	\$ 5,200.00		0	EA	\$ -	\$ -	
					Cost Code (341010) Subtotal			\$ 3,945,044.00	\$ 6,884.89	
SANITARY SEWER TOTAL								\$ 3,945,044.00	\$ 6,884.89	
STORM SEWER										
No.	Cost Code	Description	Item	Unit Price	Notes	Quantity	Unit	Totals	Cost/Lot	
1	341020	Storm Sewer	Tie to Existing Storm	\$ 1,300.00		6	EA	\$ 7,800.00	\$ 13.61	
2	341020	Storm Sewer	18" RCP CL 3 Storm	\$ 101.00		4605	LF	\$ 465,105.00	\$ 811.70	
3	341020	Storm Sewer	24" RCP CL 3 Storm	\$ 115.00		3600	LF	\$ 414,000.00	\$ 722.51	
4	341020	Storm Sewer	30" RCP CL 3 Storm	\$ 139.00		2675	LF	\$ 371,825.00	\$ 648.91	
5	341020	Storm Sewer	36" RCP CL 3 Storm	\$ 180.00		3326	LF	\$ 598,680.00	\$ 1,044.82	
6	341020	Storm Sewer	42" RCP CL 3 Storm	\$ 220.00		410	LF	\$ 90,200.00	\$ 157.42	
7	341020	Storm Sewer	24" FES	\$ 1,200.00		3	EA	\$ 3,600.00	\$ 6.28	
8	341020	Storm Sewer	18" FES	\$ 1,000.00		2	EA	\$ 2,000.00	\$ 3.49	
11	341020	Storm Sewer	05' Diameter Storm Manhole	\$ 5,900.00		51	EA	\$ 300,900.00	\$ 525.13	
12	341020	Storm Sewer	06' Diameter Storm Manhole	\$ 7,400.00		40	EA	\$ 296,000.00	\$ 516.58	
13	341020	Storm Sewer	05' Type R Inlet	\$ 8,300.00		18	EA	\$ 149,400.00	\$ 260.73	
14	341020	Storm Sewer	10' Type R Inlet	\$ 11,500.00		27	EA	\$ 310,500.00	\$ 541.88	
15	341020	Storm Sewer	15' Type R Inlet	\$ 18,000.00		16	EA	\$ 288,000.00	\$ 502.62	
16	341020	Storm Sewer	Type 13 inlet	\$ 7,500.00		1	EA	\$ 7,500.00	\$ 13.09	
17	341020	Storm Sewer	Type C inlet	\$ 6,500.00		1	EA	\$ 6,500.00	\$ 11.34	

tri pointe HOMES			Land Development Budget	24465		Community Totals						
			Project: Denmore	573								
18	341020	Storm Sewer	Type D inlet	\$	9,500.00		1	EA	\$	9,500.00	\$	16.58
19	341020	Storm Sewer	Forebay	\$	27,500.00		2	EA	\$	55,000.00	\$	95.99
21	341020	Storm Sewer	Roof Drains & Collectors (per TH lot cost)	\$	4,100.00		120	EA	\$	492,000.00	\$	858.64
22	341020	Storm Sewer	6" Curb Drain	\$	42.00		12200	LF	\$	512,400.00	\$	894.24
23	341020	Storm Sewer	6" Curb Drain Cleanouts	\$	1,200.00		170	EA	\$	204,000.00	\$	356.02
24	341020	Storm Sewer	Deduction for Regional Storm Below	\$	-		1	EA	\$	-	\$	-
						Cost Code (341020) Subtotal			\$	4,584,910.00	\$	8,001.59
STORM SEWER									\$	4,584,910.00	\$	8,001.59
WATER MAINS												
No.	Cost Code	Description	Item	Unit Price		Quantity	Unit	Totals	Cost/Lot			
1	341030	Water	8" PVC C-900 DR 14 Water Main	\$	70.00	22,110	LF	\$	1,547,700.00	\$	2,701.05	
2	341030	Water	Connect to Existing 8" Stub	\$	2,600.00	2	EA	\$	5,200.00	\$	9.08	
3	341030	Water	8" MJ Gate Valve & Box	\$	2,500.00	107	EA	\$	267,500.00	\$	466.84	
4	341030	Water	8" x 8" MJ Cross	\$	2,200.00	7	EA	\$	15,400.00	\$	26.88	
5	341030	Water	8" x 8" MJ Tee	\$	1,900.00	22	EA	\$	41,800.00	\$	72.95	
6	341030	Water	8" MJ Bends All Degrees	\$	950.00	97	EA	\$	92,150.00	\$	160.82	
7	341030	Water	8" Lowering	\$	7,000.00	45	EA	\$	315,000.00	\$	549.74	
8	341030	Water	8" Lowering Under (2) Existing Gas Mains	\$	65,000.00	2	EA	\$	130,000.00	\$	226.88	
9	341030	Water	8" x 2" Blow Off Assy	\$	3,200.00	5	EA	\$	16,000.00	\$	27.92	
10	341030	Water	FH Assy, 5 1/2' Bury (Inc. Tee)	\$	8,500.00	46	EA	\$	391,000.00	\$	682.37	
11	341030	Water	5' Air Release Manhole	\$	8,000.00	6	EA	\$	48,000.00	\$	83.77	
12	341030	Water	Install Temp B.O.	\$	3,200.00	6	EA	\$	19,200.00	\$	33.51	
13	341030	Water	Cl,Clear Water & Pressure Test	\$	3.00	22,110	LF	\$	66,330.00	\$	115.76	
14	341030	Water	Tie in after testing	\$	2,300.00	6	EA	\$	13,800.00	\$	24.08	
15	341030	Water	3/4" Water Service w/Pit	\$	3,100.00	573	LOT	\$	1,776,300.00	\$	3,100.00	
16	341030	Water	Irrigation Services	\$	5,600.00	4	EA	\$	22,400.00	\$	39.09	
						Cost Code (341030) Subtotal			\$	4,767,780.00	\$	8,320.73
WATER MAINS TOTAL									\$	4,767,780.00	\$	8,320.73
STREET IMPROVEMENTS												
No.	Cost Code	Description	Item	Unit Price		Quantity	Unit	Totals	Cost/Lot			
Onsite Improvements & Project Entry												
1	35110	Concrete	Mobilization	\$	4,000.00	9	EA	\$	36,000.00	\$	62.83	
2	35110	Concrete	Subgrade Prep Concrete & Backfill	\$	5.50	51,367	LF	\$	282,518.50	\$	493.05	
3	35110	Concrete	7'11" Combo C&G	\$	51.00	43571	LF	\$	2,222,121.00	\$	3,878.05	
4	35110	Concrete	2.5' Vertical Curb & Gutter - Road A @ Entry	\$	25.34	673	LF	\$	17,053.82	\$	29.76	
5	35110	Concrete	1.5' Vertical Curb & Gutter - Road A @ Entry	\$	23.04	663	LF	\$	15,275.52	\$	26.66	
6	35110	Concrete	Concrete Median Cover - Road A @ Entry	\$	8.50	5,738	SF	\$	48,773.00	\$	85.12	
7	35110	Concrete	Concrete Alleys - Assumed 8"	\$	10.13	99,160	SF	\$	1,004,490.80	\$	1,753.04	
8	35110	Concrete	10' Sidewalk - Road A @ Entry	\$	5.96	6,460	SF	\$	38,501.60	\$	67.19	
9	35110	Concrete	8' Detached Walk	\$	6.88	30632	SF	\$	210,748.16	\$	367.80	
10	35110	Concrete	6' Tract Sidewalk	\$	7.50	14436	SF	\$	108,270.00	\$	188.95	
11	35110	Concrete	8' Hand Pour Attached Walk	\$	8.25	4816	SF	\$	39,732.00	\$	69.34	
12	35110	Concrete	Crosspan (8")	\$	12.10	6900	SF	\$	83,490.00	\$	145.71	
13	35110	Concrete	Corner Pedestrian Ramps	\$	3,650.00	51	EA	\$	186,150.00	\$	324.87	
14	35110	Concrete	Mid Block Ramps	\$	2,750.00	29	EA	\$	79,750.00	\$	139.18	
15	35110	Concrete	Sidewalk Chase Drains	\$	3,500.00	15	EA	\$	52,500.00	\$	91.62	
						Cost Code (35110) Subtotal			\$	4,425,374.40	\$	7,723.17
1	35110	Paving	Mobilization	\$	4,500.00	9	EA	\$	40,500.00	\$	70.68	
2	35110	Paving	12" Subgrade Prep (Includes 1' behind curb)	\$	3.80	84,498	SY	\$	321,092.40	\$	560.37	
3	35110	Paving	12" Aggregate Base Course (Includes 1' behind curb)	\$	15.75	84,498	SY	\$	1,330,843.50	\$	2,322.59	
4	35110	Paving	6" Asphalt	\$	33.60	73,673	SY	\$	2,475,412.80	\$	4,320.09	
5	35110	Paving	Install Range Point Boxes	\$	850.00	25	EA	\$	21,250.00	\$	37.09	
6	35110	Paving	Adjust Manholes	\$	720.00	222	EA	\$	159,840.00	\$	278.95	
7	35110	Paving	Adjust Valves	\$	240.00	107	EA	\$	25,680.00	\$	44.82	
8	35110	Paving	Offsite Improvements	\$	1,025,812.71	1	LS	\$	1,025,812.71	\$	1,790.25	
9	35110	Paving	Signage & Striping	\$	12,500.00	20	LS	\$	250,000.00	\$	436.30	
						Cost Code (35110) Subtotal			\$	5,650,431.41	\$	9,861.14
STREET IMPROVEMENTS TOTAL									\$	10,075,805.81	\$	17,584.30
LANDSCAPE AND AMENITIES IMPROVEMENTS												
No.	Cost Code	Description	Item	Unit Price		Quantity	Unit	Totals	Cost/Lot			
1	35600	Retaining Walls	Mobilization	\$	1,000.00	1	EA	\$	1,000.00	\$	1.75	
2	35600	Retaining Walls	Standard MSE Walls	\$	30.00	8,000	SF	\$	240,000.00	\$	418.85	
3	35600	Retaining Walls	Retaining Wall Design	\$	5,000.00	1	LS	\$	5,000.00	\$	8.73	
						Cost Code (35600) Subtotal			\$	246,000.00	\$	429.32
1	35150	Tract Sidewalk	Tract Sidewalk	\$	4.97		SF	\$	-	\$	-	
						Cost Code (35150) Subtotal			\$	-	\$	-
1	35700	Fencing	3-Rail Fence w/ Stain - Perimeter	\$	25.00	10,400	LF	\$	260,000.00	\$	453.75	
2	35700	Fencing	Ornamental Columns	\$	3,500.00		EA	\$	-	\$	-	
						Cost Code (35700) Subtotal			\$	260,000.00	\$	453.75
1	35700	Perimeter Walls	6 FT White Privacy Fence	\$	31.00	1,400	LF	\$	43,400.00	\$	75.74	
2	35701	Perimeter Walls	Masonry Columns	\$	2,000.00	14	EA	\$	28,000.00	\$	48.87	
						Cost Code (35700) Subtotal			\$	71,400.00	\$	124.61
1	35700	Wrought Iron Railing	Wrought Iron Railing				LF	\$	-	\$	-	
2	35700	Wrought Iron Railing	Permits / Processing fees				EA	\$	-	\$	-	
3	35700	Wrought Iron Railing	Wrought Iron Railing				LF	\$	-	\$	-	
						Cost Code (35700) Subtotal			\$	-	\$	-
1	379162	Mailboxes	Mailboxes	\$	250.00	573	LOT	\$	143,250.00	\$	250.00	
						Cost Code (379162) Subtotal			\$	143,250.00	\$	250.00
1	36120	Monuments & Signage	Entry Monumentation	\$	125,000.00	1	EA	\$	125,000.00	\$	218.15	
2	36120	Monuments & Signage	Secondary Entry Monument	\$	45,000.00	3	EA	\$	135,000.00	\$	235.60	
3	36120	Monuments & Signage	Entry Sign Lighting	\$	10,000.00	4	EA	\$	40,000.00	\$	69.81	
						Cost Code (36120) Subtotal			\$	300,000.00	\$	523.56
1	36120	Tot Lots	Pool Amenity				EA	\$	-	\$	-	
2	36120	Tot Lots	Gatehouse				EA	\$	-	\$	-	
3	36120	Tot Lots	Pedestrian Crossing (Water Line)				EA	\$	-	\$	-	
4	36120	Tot Lots	Bridge Lighting				EA	\$	-	\$	-	
5	36120	Tot Lots	Re-align Trail System				LS	\$	-	\$	-	
6	36120	Tot Lots	Natural Slide Feature				EA	\$	-	\$	-	
7	36120	Tot Lots	Rock Boulder				EA	\$	-	\$	-	
						Cost Code (35400) Subtotal			\$	-	\$	-
1	36120	Landscaping	Landscaping (Sod, Sprinklers, Plant Material)	\$	8.00	346,283	SF	\$	2,770,264.00	\$	4,834.67	
2	36120	Landscaping	Landscaping (Sod, Sprinklers, Plant Material, Play Equip, Site Furn)	\$	12.00	97,097	SF	\$	1,165,164.00	\$	2,033.45	
3	36170	Landscaping	Landscaping (Native Seed, Irrigation)	\$	1.90	1,369,771	SF	\$	2,602,564.90	\$	4,542.00	
4	36170	Landscaping	Irrigation Tap Fee - 2"	\$	106,400.00	4	EA	\$	425,600.00	\$	742.76	
5	36170	Landscaping	Landscaping Maintenance	\$	2.00	443,380	SF	\$	886,760.00	\$	1,547.57	
						Cost Code (36120) Subtotal			\$	7,850,352.90	\$	13,700.44
LANDSCAPE AND AMENITIES TOTAL									\$	8,871,002.90	\$	15,481.68
SOFT CONSTRUCTION COSTS												
No.	Cost Code	Description	Item	Unit Price		Quantity	Unit	Totals	Cost/Lot			
1	32200	Survey	Construction Surveying	\$1,550.00		573	LOT	\$	888,150.00	\$	1,550.00	

tri pointe HOMES			Land Development Budget	24465		Community Totals						
			Project: Denmore	573								
2	32200	Survey	As-Builts	\$200.00		573	LOT	\$	114,600.00	\$	200.00	
						Cost Code (32200) Subtotal		\$	1,002,750.00	\$	1,750.00	
1	32550	Soils Engineering	Compaction & Materials Testing	\$2,368.26		573	LOT	\$	1,357,012.98	\$	2,368.26	
2	32550	Soils Engineering	Pavement Design	\$5,000.00		6	LS	\$	30,000.00	\$	52.36	
						Cost Code (32550) Subtotal		\$	1,387,012.98	\$	2,420.62	
SOFT CONSTRUCTION COSTS									\$	2,389,762.98	\$	4,170.62
1	30010	Surety Costs	Cost of Surety	\$1,026,955.96		1.00	LS	\$	1,026,955.96	\$	1,792.24	
						Cost Code (30010) Subtotal		\$	1,026,955.96	\$	1,792.24	
Surety Cost									\$	1,026,955.96	\$	1,792.24
LAND DEVELOPMENT CONSTRUCTION ITEMS SUBTOTAL								\$	41,823,611.12	\$	72,990.60	
12.5% CONTINGENCY								\$	5,526,671.76	\$	9,645.15	
DUE DILIGENCE, ENTITLEMENTS, PROJECT FEES, SOFT COSTS, & SURETY								\$	3,619,718.94	\$	6,317.14	
PROPERTY TAXES								\$	-	\$	-	
LOT CONSTRUCTION COST ESTIMATE MINUS COMMON COST BELOW								\$	50,970,001.82	\$	88,952.88	

EXHIBIT D-1
Capital Plan – List of Regional Improvements



Land Development Budget		24465				
Project: Denmore		573				

No.	Cost Code	Description	Item	Unit Price	Quantity	Unit	Item Total	Per Lot	Per FF
Offsite (Regional) Sanitary Improvements									
1	341010	Storm Sewer	Denmore Share of St. Vrain Offsite Install	\$ 2,271.53	573	LOT	\$ 1,301,585.86	\$ 2,271.53	\$ 53.20
Cost Code (35110) Subtotal							\$ 1,301,585.86	\$ 2,271.53	\$ 53.20
Offsite (Regional) Storm Improvements									
1	341020	Storm Sewer	Mobilization	\$ 12,000.00	1.00	EA	\$ 12,000.00	\$ 20.94	\$ 0.49
2	341020	Storm Sewer	18" RCP CL 3 Storm	\$ 101.00	3758	LF	\$ 379,558.00	\$ 662.40	\$ 15.51
3	341020	Storm Sewer	24" RCP CL 3 Storm	\$ 115.00	3526	LF	\$ 405,490.00	\$ 707.66	\$ 16.57
4	341020	Storm Sewer	24" FES	\$ 1,200.00	3	EA	\$ 3,600.00	\$ 6.28	\$ 0.15
5	341020	Storm Sewer	18" FES	\$ 1,000.00	1	EA	\$ 1,000.00	\$ 1.75	\$ 0.04
6	341020	Storm Sewer	05' Diameter Storm Manhole	\$ 5,900.00	24	EA	\$ 141,600.00	\$ 247.12	\$ 5.79
7	341020	Storm Sewer	05' Type R Inlet	\$ 8,300.00	2	EA	\$ 16,600.00	\$ 28.97	\$ 0.68
8	341020	Storm Sewer	10' Type R Inlet	\$ 11,500.00	2	EA	\$ 23,000.00	\$ 40.14	\$ 0.94
9	341020	Storm Sewer	15' Type R Inlet	\$ 18,000.00	3	EA	\$ 54,000.00	\$ 94.24	\$ 2.21
10	341020	Storm Sewer	Forebay	\$ 27,500.00	2	EA	\$ 55,000.00	\$ 95.99	\$ 2.25
Cost Code (35110) Subtotal							\$ 1,091,848.00	\$ 1,905.49	\$ 44.63
Offsite (Regional) Improvements & Trails									
1	35110	Concrete	Mobilization	\$ 4,000.00	2	EA	\$ 8,000.00	\$ 13.96	\$ 0.33
2	35110	Concrete	Subgrade Prep Concrete & Backfill - C&G & Sidewalk	\$ 3.60	38,028	LF	\$ 136,900.80	\$ 238.92	\$ 5.60
3	35110	Concrete	2.5' Vertical Curb & Gutter - Firestone Blvd.	\$ 25.34	7,292	LF	\$ 184,779.28	\$ 322.48	\$ 7.55
4	35110	Concrete	2.5' Vertical Curb & Gutter - Frontier St. (CO 15)	\$ 25.34	3,887	LF	\$ 98,496.58	\$ 171.90	\$ 4.03
5	35110	Concrete	1.5' Vertical Curb & Gutter - Offsite - Firestone Blvd. Median	\$ 23.04	6,844	LF	\$ 157,685.76	\$ 275.19	\$ 6.45
6	35110	Concrete	Concrete Median Cover - Firestone Blvd.	\$ 8.50	32,335	SF	\$ 274,847.50	\$ 479.66	\$ 11.23
7	35110	Concrete	Gravel Shoulder - Frontier St (CO 15)	\$ 8.00	4,281	LF	\$ 34,248.00	\$ 59.77	\$ 1.40
8	35110	Concrete	8' Sidewalk - Frontier St. (CO 15)	\$ 6.88	30184	SF	\$ 207,665.92	\$ 362.42	\$ 8.49
9	35110	Concrete	10' Sidewalk - Firestone Regional Trail	\$ 5.96	61,440	LF	\$ 366,182.40	\$ 639.06	\$ 14.97
10	35110	Concrete	10' Sidewalk - Tract A - South Side of Retention Pond	\$ 5.96	12,130	LF	\$ 72,294.80	\$ 126.17	\$ 2.96
11	35110	Concrete	10' Sidewalk - Firestone Blvd. Trail	\$ 5.96	45,940	LF	\$ 273,802.40	\$ 477.84	\$ 11.19
12	35110	Concrete	Crossspan (8")	\$ 12.10	0	SF	\$ -	\$ -	\$ -
13	35110	Concrete	Corner Pedestrian Ramps	\$ 3,650.00	14	EA	\$ 51,100.00	\$ 89.18	\$ 2.09
14	35110	Concrete	Mid Block Ramps	\$ 2,750.00	4	EA	\$ 11,000.00	\$ 19.20	\$ 0.45
15	35110	Concrete	Pedestrian Crossing - Firestone Blvd. @ Regional Trail	\$ 300,000.00	1.00	EA	\$ 300,000.00	\$ 523.56	\$ 12.26
Cost Code (35110) Subtotal							\$ 2,177,003.44	\$ 3,799.31	\$ 88.98
Offsite (Regional) Asphalt Paving Improvements									
1	35110	Paving	Mobilization	\$ 4,500.00	3	EA	\$ 13,500.00	\$ 23.56	\$ 0.55
2	35110	Paving	12" Subgrade Prep (Includes 1' behind curb) - Firestone Blvd.	\$ 3.80	35,108	SY	\$ 133,411.67	\$ 232.83	\$ 5.45
3	35110	Paving	12" ABC (Base) (Includes 1' behind curb) Firestone Blvd.	\$ 15.75	35,108	SY	\$ 552,956.25	\$ 965.02	\$ 22.60
4	35110	Paving	6" Asphalt - Firestone Blvd.	\$ 33.60	27,539	SY	\$ 925,314.13	\$ 1,614.86	\$ 37.82
5	35110	Paving	12" Subgrade Prep (Includes 1' behind curb) - Frontier St. (CO 15)	\$ 3.80	43,570	SY	\$ 165,566.63	\$ 288.95	\$ 6.77
6	35110	Paving	12" Base (ABC) (Includes 1' behind curb) - Frontier St. (CO 15)	\$ 15.75	43,570	SY	\$ 686,230.13	\$ 1,197.61	\$ 28.05
7	35110	Paving	6" Asphalt - Frontier St. (CO 15)	\$ 33.60	17,123	SY	\$ 575,321.60	\$ 1,004.05	\$ 23.52
8	35110	Paving	Install Range Point Boxes	\$ 850.00	10	EA	\$ 8,500.00	\$ 14.83	\$ 0.35
9	35110	Paving	Adjust Manholes	\$ 720.00	17	EA	\$ 12,240.00	\$ 21.36	\$ 0.50
10	35110	Paving	Adjust Valves	\$ 240.00	3	EA	\$ 720.00	\$ 1.26	\$ 0.03
11	35110	Paving	Signage & Striping	\$ 25,000.00	2	LS	\$ 50,000.00	\$ 87.26	\$ 2.04
Cost Code (35110) Subtotal							\$ 3,123,760.41	\$ 5,451.59	\$ 127.68
OFFSITE (REGIONAL) IMPROVEMENTS TOTAL							\$ 7,694,197.70	\$ 13,427.92	\$ 314.50

EXHIBIT E
Disclosure Notice

SPECIAL DISTRICT DISCLOSURE

ATTENTION HOMEBUYER: You are purchasing a home that is located within **Denmore Metropolitan District Nos. 1-5** (the “Districts”). These Districts have the authority to issue bonds or other debt to pay for public improvements and the authority to levy taxes and fees on all properties within the Districts for debt repayment and ongoing operations and maintenance.

Name of Districts:	Denmore Metropolitan District Nos. 1-5
Contact Information for Districts:	c/o White Bear Ankele Tanaka & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122
District Website:	
District Boundaries:	See attached map. It is conceivable that additional boundary adjustments may be made to include or exclude property from the Districts. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the Districts’ Boards of Directors.
Purpose of the Districts:	The Districts were organized pursuant to C.R.S. § 32-1-101 et seq. The Districts were created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Denmore project located in the Town of Firestone, Colorado (the “Town”) and described further in the Districts’ Service Plan. The Districts may dedicate certain public improvements to the Town or other appropriate jurisdiction. The operations and maintenance of public improvements dedicated to the Town or other appropriate jurisdiction shall rest with the Town or other appropriate jurisdiction, as the case may be. Public improvements not dedicated to the Town or other appropriate jurisdiction may be owned, operated, and maintained by the Districts. The Districts have authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operation and maintenance of improvements as set forth in the Service Plan.

	A copy of the Districts' Service Plan can be found on the Districts' website or by contacting the Districts at the Districts' contact information above.
Owners Associations:	Certain services may be provided within the Districts by one or more property owner associations organized as Colorado non-profit organizations. If a property owners' association is established, property owners will be subject to fees and assessments payable to the association which will be separate from and in addition to any fees or assessments payable to the Districts.
Authorized Types of District Taxes:	Debt Mill Levy, Operation and Maintenance Mill Levy, and Town O&M Mill Levy These mill levies result in taxes you will owe to the Districts and are described further below.
Districts' Total Debt Issuance Authorized per Districts' Service Plan:	\$71,000,000
District Improvements Financed by Debt:	The Districts intend to issue or have already issued debt to pay for the following public improvements: streets, water, sewer, recreational amenities and landscaping.
Maximum Debt Mill Levy that may be levied annually on properties within their Districts to pay back debt:	Maximum Debt Mill Levy: 50 Mills (could increase to 60 mills if Regional Improvements are financed by the Districts) This Mill Levy may fluctuate based on changes in assessment rates. At such time as the total amount of aggregate Debt of the Districts is equal to or less than fifty percent (50%) of the Districts' assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the Districts shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the Districts' then-assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the Districts' Debt-to-assessed-value ratio.
Ongoing Operation and Maintenance Services of the Districts:	The Districts intend to impose an Operation and Maintenance Mill Levy to pay for ongoing administration, operating, and maintenance obligations

Maximum Operation and Maintenance Mill Levy that may be levied annually on properties within the Districts to pay for the ongoing operations and maintenance described above.	Maximum Operation and Maintenance Mill Levy: 60 Mills until such time the Districts issue Debt. After the Districts issue debt, the Maximum Operation and Maintenance Mill Levy shall be 10 Mills, subject to the Mill Levy Adjustment. This Mill Levy may fluctuate based on changes to residential assessment rates. The Operation and Maintenance Mill Levy is distinct from the Debt Mill Levy. The Maximum Operation and Maintenance Mill Levy shall apply to the Districts' ability to increase their mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the Districts' Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.
Maximum Town O&M Mill Levy that is required to be levied annually on properties within the Districts and transferred to the Town.	Maximum Town O&M Mill Levy: 3 mills
District Fees:	The Districts may impose and collect Fees for services, programs facilities furnished by the District, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance costs and for the payment of an indebtedness of the District.
Other Taxing Entities to which you will pay taxes to:	Weld County, School District RE1J, Northern Colorado Water, St. Vrain Left Hand Water, Mountain View Fire, High Plains Library
** This information is based upon the property taxes levied on property within the Districts, imposed in 2022 for collection in 2023, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change, and you should contact the Weld County Assessor's office to obtain the most accurate and up-to-date information.	

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$500,000

Debt Mill Levy is 50 mills (could be 60 mills if financing Regional Improvements

Operation and Maintenance Mill Levy is 10 mills.

Town O&M Mill Levy is 3 mills

Total Metropolitan District mill levies = 63 mills

Calculation of Metropolitan District Taxes:

$\$500,000 \times .0715 = \$35,750$ (Assessed Valuation)

$\$35,750 \times .063 \text{ mills} = \$2,252$ per year in taxes

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$ _____ = \$ _____

EXHIBIT F
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE, COLORADO AND
DENMORE METROPOLITAN DISTRICT NOS. 1-5**

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____ 2023, by and between the TOWN OF FIRESTONE, a statutory town organized and existing under the laws of the State of Colorado (the “Town”), and DENMORE METROPOLITAN DISTRICT NOS. 1-5, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a “District,” and collectively, the “Districts”). The Town and the Districts are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services, and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the Town on _____, 2023 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to and requires the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Town has approved the _____ plat for the Property; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Agreement to comply with the Service Plan and to address certain matters related to the organization, powers, and authorities of the Districts.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Operation and Maintenance. The Districts shall dedicate the Public Improvements and the Regional Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, the Service Plan, this Agreement, and other rules and regulations of the Town, and applicable provisions of the Town Code. The Districts are authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Notwithstanding the foregoing, all parks, trails, and open space not otherwise dedicated to the Town and owned by the Districts shall be open to the general public free of charge. The Districts may provide covenant enforcement, design review services and other services to the residents, owners and taxpayers within the Districts pursuant to and in accordance with § 32-1-1004(8) C.R.S. The Districts may impose a mill levy, Special Assessments and/or Fees to pay for Operation and Maintenance Costs in accordance with the Service Plan.

2. Town O&M Mill Levy. Commensurate with the initial imposition of a debt service mill levy, the Districts hereby agree that they shall impose the Town O&M Mill Levy. The Districts' obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the Districts first impose a debt service mill levy and shall not be required to be imposed prior to such date. Revenues generated by the Town O&M Mill Levy and the Districts' obligation to remit said revenues to the Town on an annual basis, as required by the Service Plan and this Agreement, shall not be included within or subject to the Total Debt Limit. The Town O&M Mill Levy shall be separate and apart from the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy.

3. Maximum Debt Mill Levy. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, is the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Debt. The Maximum Debt Mill Levy for each District shall be fifty (50) mills, subject to a Mill Levy Adjustment, for so long as the total amount of aggregate Debt of a District imposing its Maximum Debt Mill Levy, combined with the Debt of any District that is pledging its Maximum Debt Mill Levy to the same debt service obligations, exceeds fifty percent (50%) of the combined assessed valuation of the particular Districts. It is anticipated that the Districts will undertake the planning, design, acquisition, construction, installation, development, and financing of certain Regional Improvements as described in **Exhibit D-1** of the Service Plan and required by an Approved Development Plan for the Project, and any additional regional improvements the Districts agree to address. It is expected that prior to financing and construction of the Regional Improvements, the Town and the developer of the Project will enter into an agreement whereby the parties agree to share the costs of the Regional Improvements. However, if such agreement is not reached, the Maximum Debt Mill Levy the Districts are permitted to impose for the payment of Debt may be increased to sixty (60) mills, subject to a Mill Levy Adjustment.

At such time as the total amount of aggregate Debt of a District imposing its Maximum Debt Mill Levy, combined with the Debt of any District that is pledging its Maximum Debt Mill Levy to the same debt service obligations, is equal to or less than fifty percent (50%) of the Districts' assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the Districts shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the Districts' then-assessed value. For the purposes of the foregoing, the Boards may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the Districts' Debt to assessed value ratio.

4. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, or maintain fire protection facilities or services, unless specifically provided for pursuant to an intergovernmental agreement with the Town and the Firestone Fire Protection District. This provision shall not limit the Districts' authority to plan for, design, acquire, construct, install, relocate, redevelop, or finance fire hydrants and related improvements installed as part of the water system.

5. Television Relay and Translation; Mosquito Control, and Other Limitations. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain, or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any solid waste disposal, collection and transportation facilities and services, unless specifically provided for in a separate agreement with the Town.

6. Construction Standards. The Districts will ensure that the Public Improvements constructed by the Districts are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

8. Inclusion and Exclusion. From time to time, it may be necessary for the Districts to adjust their respective boundaries and each District may process inclusions of property without providing notice to the Town as long as such property being included is within the Initial Boundaries. Without prior written notice to the Town, the Districts shall not include into their boundaries any property outside of the Initial Boundaries. No property will be included within the Districts at any time unless such property has been annexed into the Town's corporate limits. The Districts may exclude from their boundaries any property within the District Boundaries. Any exclusion of property located outside of the Initial Boundaries shall require prior written notice to the Town. The Districts shall not exclude from their boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another district that has been or will be formed under the Special District Act, without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees.

9. Total Debt Issuance. The Districts shall not issue Debt in excess of \$71,000,000. The debt issuance limitation shall not be applicable to refunding or refinancing of Debt authorized to be issued pursuant to the Service Plan unless the principal amount of the refunding bonds exceeds the principal amount originally issued, in which case the difference shall count against the Total Debt Limit. At no time during its existence may the Districts have Debt outstanding in excess of the Total Debt Limit.

10. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the Districts without any limitation.

11. Fees. The Districts may impose and collect Fees for services, programs or facilities furnished by the Districts, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance Costs and for the payment of any indebtedness of the Districts.

12. Consolidation; Dissolution. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, as evidenced by resolution of the Town Board of Trustees. The Districts agree that they shall take all action necessary to dissolve the Districts in accordance with the provisions of the Service Plan and applicable state statutes.

13. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-24 or VI.B-H of the Service Plan, or which constitutes a material modification, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the Districts. The Town may also seek damages for breach of this Agreement arising from violations by the Districts of any provision of the Service Plan.

14. Applicable Laws. The Districts acknowledge that the property within their boundaries shall be subject to all ordinances, rules, and regulations of the Town, including without limitation, ordinances, rules, and regulations relating to zoning, subdividing, building, and land use, and to all related Town land use policies, master plans, and related plans.

15. Annual Report. The Districts shall submit an annual report ("Annual Report") to the Town no later than April 30th of each year following the year in which the Order and Decree creating the Districts has been issued, containing the information set forth in Section VII of the Service Plan.

16. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, delivered electronically (if confirmed promptly telephonically), or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following address or at such other address or addresses as any party hereto shall designate in writing to the other party hereto:

To Town: Town of Firestone
9950 Park Avenue
Firestone, Colorado 80504
Attention: Town Manager

To Districts: Denmore Metropolitan District Nos. 1-5
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Blair Dickhoner
bdickhoner@wbapc.com

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties.

B. Non-assignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized, and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Weld County.

I. Inurement. Each of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third-Party Beneficiaries. A person or entity that is not a party to this Agreement will have no right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, which agreement serves to supplement the Service Plan and, along with the Service Plan, constitutes the entire agreement between the Parties concerning the subject matter hereof. Any previous intergovernmental agreements between the Parties concerning the subject matter hereof are superseded by this Agreement.

Remainder of page left blank; signature page follows

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

ATTEST:

DENMORE METROPOLITAN DISTRICT
NOS. 1-5

By: _____
President

ATTEST:

By: _____
Secretary

RESOLUTION NO. 23-26

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSOLIDATED SERVICE PLAN FOR THE DENMORE METROPOLITAN DISTRICT NOS. 1-5

WHEREAS, the Board of Trustees of the Town of Firestone (“Board”) has received a request to review and approve the Consolidated Service Plan (“Service Plan”) for Denmore Metropolitan District Nos. 1-5 (“Districts”); and

WHEREAS, following notice as required by law, the Board conducted a public hearing on the request on March 8, 2023, and now desires to approve the Service Plan.

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

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

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

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

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

Section 3. In accordance with C.R.S. § 32-1-204.5(1)(c), the Board of Trustees hereby approves the Service Plan for the Districts, as set forth in **Exhibit A** to this Resolution, subject to and contingent upon compliance with the following condition:

(a) The Districts shall not be authorized to issue Debt until the Districts have reimbursed the Town for all the charges and fees it has incurred with its attorneys and consultant relating to their review of the Service Plan as approved herein.

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

INTRODUCED, READ AND ADOPTED this ____ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Service Plan

**CERTIFICATE CONCERNING NOTICES OF PUBLIC HEARING ON
CONSOLIDATED SERVICE PLAN**

IN RE THE ORGANIZATION OF DENMORE METROPOLITAN DISTRICT NOS. 1-5,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

I, Emilee D. Hansen, a paralegal at the law firm of White Bear Ankele Tanaka & Waldron Professional Corporation, acting on behalf of Denmore LLC (the “Petitioners”) for the Denmore Metropolitan District Nos.1-5 (the “Districts”), do hereby certify as follows:

1. That the Town of Firestone Board of Trustees (the “Board of Trustees”) set a public hearing for March 8, 2023 at 6:30 p.m., at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504 (the “Hearing”), for the purpose of considering the Consolidated Service Plan (the “Service Plan”) for the Districts and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan;
2. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on Consolidated Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was provided by U.S. mail on February 13, 2023, to the governing body of any existing municipality or special district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the proposed Districts’ boundaries, as set forth on the list attached hereto as **Exhibit B** and incorporated herein by this reference;
3. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on Consolidated Service Plan, a copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference, was published on February 15, 2023, in the *Longmont Times-Call*. A copy of the Affidavit of Publication of Notice of Public Hearing on Consolidated Service Plan is attached hereto as **Exhibit D** and incorporated herein by this reference;
4. That, pursuant to § 32-1-204(1.5), C.R.S., the Petitioners represent 100% of the property owners within the proposed Districts as listed on the records of the County Assessor, as set forth on the list attached hereto as **Exhibit E** and incorporated herein by this reference, and, therefore, sending letter notification of the Hearing to the property owners is not required; and,
5. That, pursuant to § 32-1-202(1)(a), C.R.S., the Notice of Public Hearing on Consolidated Service Plan, a copy of which is attached hereto as **Exhibit F** and incorporated herein by this reference, was provided by U.S. mail on February 13, 2023 to the Division of Local Government.

Signed this 28th day of February, 2023.

By: 
Emilee D. Hansen, Paralegal

EXHIBIT A
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

**(Notice of Public Hearing on Consolidated Service Plan for Petitioners and
3-Mile Taxing Entities)**

NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

IN RE THE ORGANIZATION OF DENMORE METROPOLITAN DISTRICT NOS. 1-5, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a public hearing on the Consolidated Service Plan for the proposed Denmore Metropolitan District Nos. 1-5 will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on March 8, 2023, at 6:30 p.m., at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504, or as soon thereafter as the Board of Trustees may hear such matter.

BY ORDER OF THE TOWN OF FIRESTONE
BOARD OF TRUSTEES

EXHIBIT B
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN
(Mailing List of 3-Mile Taxing Entities)



TAX AUTHORITIES WITHIN BUFFER DISTANCE

1/11/2023
4:01:19 PM

AIMS JUNIOR COLLEGE

BIGHORN URBAN RENEWAL AUTHORITY

CARBON VALLEY REC

CENTRAL COLO WATER WELL (CCA)

CENTRAL COLORADO WATER (CCW)

CENTRAL COLORADO WATER SUBDISTRICT (CCS)

CENTRAL FIRESTONE URA (CFURA)

CENTRAL WELD COUNTY WATER (CWC)

COTTONWOOD HOLLOW COMMERCIAL METRO

COTTONWOOD HOLLOW RESIDENTIAL METRO

DOUTHIT METRO DISTRICT

FIRESTONE TOWN

FORT LUPTON CITY

FORT LUPTON FIRE

FORT LUPTON FIRE (BOND 2022)

FREDERICK METRO DISTRICT

FREDERICK TOWN

FREDERICK-FIRESTONE FIRE



TAX AUTHORITIES WITHIN BUFFER DISTANCE

1/11/2023
4:01:19 PM

FREDERICK-FIRESTONE FIRE (BOND 2022)

GRAND MEADOW METROPOLITAN DISTRICT

GREENS METRO

HIGH PLAINS LIBRARY

HOMESTEAD RANCH METRO DISTRICT 1

HOMESTEAD RANCH METRO DISTRICT 2

HOMESTEAD RANCH METRO DISTRICT 3

HOMESTEAD RANCH METRO DISTRICT 4

LEFT HAND WATER

LITTLE THOMPSON WATER (LTW)

LONGMONT CONSERVATION

MEAD TOWN

MEAD URBAN RENEWAL AUTHORITY

MOUNTAIN SHADOWS METRO

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

NEIGHBORS POINT METRO

NORTHERN COLORADO WATER (NCW)

NORTHERN FIRESTONE URBAN RENEWAL (NFURA)



TAX AUTHORITIES WITHIN BUFFER DISTANCE

1/11/2023
4:01:19 PM

NP125 METRO

PLATTE VALLEY CONSERVATION

PLATTEVILLE-GILCREST FIRE

RM MEAD METRO DISTRICT

SCHILLINGER URBAN RENEWAL AUTHORITY (SURA)

SCHOOL DIST RE1-GILCREST

SCHOOL DIST RE1J-LONGMONT

SCHOOL DIST RE8-FORT LUPTON

SKYVIEW MEADOWS METRO DISTRICT

SOUTHERN FIRESTONE URBAN RENEWAL (SFURA)

SPRINGS METRO

SPRINGS SOUTH METRO

ST VRAIN LAKES METRO 1

ST VRAIN LAKES METRO 2

ST VRAIN LAKES METRO 3

ST VRAIN LAKES METRO 4

ST VRAIN LEFT HAND WATER (SVW)

ST VRAIN SANITATION



TAX AUTHORITIES WITHIN BUFFER DISTANCE

1/11/2023
4:01:19 PM

STONERIDGE METRO DISTRICT

WATERFRONT AT FOSTER LAKE METRO 1

WATERFRONT AT FOSTER LAKE METRO 2

WATERFRONT AT FOSTER LAKE METRO 3

WELD COUNTY

EXHIBIT C
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

(Notice of Public Hearing on Consolidated Service Plan for Publication)

NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

IN RE THE ORGANIZATION OF DENMORE METROPOLITAN DISTRICT NOS. 1-5, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Consolidated Service Plan (the “Service Plan”) for the proposed Denmore Metropolitan District Nos. 1-5 (each a “District”) has been filed with the Town of Firestone, Weld County, State of Colorado.

A public hearing on the Service Plan and the organization of the District will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on March 8, 2023, at 6:30 p.m., at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504, or as soon thereafter as the Board of Trustees may hear such matter.

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving, or disapproving the Service Plan.

A general description of the land contained within the boundaries of each proposed District is as follows: approximately 143.461 acres, generally located north of Firestone Blvd. between Frontier St. and Colorado Blvd., entirely within the boundaries of the Town of Firestone, County of Weld, State of Colorado. A precise description of the boundaries of each District, including the current boundaries, is on file in the office of the District. Further information about each District can be obtained by contacting the District at White Bear Ankele Tanaka and Waldron P.C., 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122.

BY ORDER OF THE BOARD OF
DIRECTORS OF DENMORE
METROPOLITAN DISTRICT NOS. 1-5

Published In: *Longmont Times-Call*
Published On: February 15, 2023

EXHIBIT D
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

(Affidavit of Publication of Notice of Public Hearing on Consolidated Service Plan)

NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

IN RE THE ORGANIZATION OF DENMORE METROPOLITAN DISTRICT NOS. 1-5, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Consolidated Service Plan (the "Service Plan") for the proposed Denmore Metropolitan District Nos. 1-5 (each a "District") has been filed with the Town of Firestone, Weld County, State of Colorado.

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BY ORDER OF THE BOARD OF DIRECTORS OF DENMORE METROPOLITAN DISTRICT NOS. 1-5

Published: Longmont Times Call February 15, 2023-1955724

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

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

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

Feb 15, 2023

Melissa Najera
Signature

Subscribed and sworn to me before me this

15th day of February 2023

Shayla Najera
Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1051175
Ad Number: 1955724
Fee: \$36.83

EXHIBIT E
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

(Mailing List of Property Owners)

DENMORE LLC
1942 BROADWAY STREET
STE 314C
BOULDER, CO 80302

EXHIBIT F
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

(Notice of Public Hearing on Consolidated Service Plan for the DLG)

NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

IN RE THE ORGANIZATION OF DENMORE METROPOLITAN DISTRICT NOS. 1-5, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a public hearing on the Consolidated Service Plan for the proposed Denmore Metropolitan District Nos. 1-5 will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on March 8, 2023, at 6:30 p.m., at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504, or as soon thereafter as the Board of Trustees may hear such matter.

BY ORDER OF THE TOWN OF FIRESTONE
BOARD OF TRUSTEES

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: March 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Dog Park Closure Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: March 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Central Park Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.c

Discussion/Action

Meeting Date: March 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Frederick-Firestone Protection District Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 11.a

Executive Session

Meeting Date: March 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

An Executive Session regarding the Town of Firestone's Water Service Agreement with Central Weld County Water District for the purposes, pursuant to C.R.S. 24-6-402(4)(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators and pursuant to C.R.S. 24-6-402(4)(b) for conferences with legal counsel for the Town for the purpose of receiving legal advice on specific legal questions.

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None