



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

August 23, 2023
6:30 PM

9900 Park Avenue
Firestone, CO 80504

Mayor Drew Peterson

Mayor Pro Tem Frank A. Jimenez

Trustees: Don Conyac, Sean Doherty, Matt Holcomb, Doug Sharp and David Whelan

Board of Trustee Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 6:00 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND 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 August 9, 2023 BOT Regular Meeting Minutes
6. **Presentation**
 - a. National Community Survey Results Presentation
 - b. Law Enforcement Safety Initiative Presentation
7. **Land Development**
 - a. **PUBLIC HEARING: Resolution 23-84**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A

* 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.

CONSOLIDATED SERVICE PLAN FOR THE VISTAS AT SADDLEBACK
METROPOLITAN DISTRICT NOS. 1-3

8. Discussion/Action

- a. **Resolution 23-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF SABLE AVE, ¼ MILE WEST OF BIRCH STREET, AND ½ MILE EAST OF EAST I-25 FRONTAGE ROAD
- b. **Resolution 23-85:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND 120 WATER AUDIT INC FOR A SERVICE LINE INVENTORY
- c. **Resolution 23-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE CAPITALIZATION AND DEPRECIATION POLICY
- d. **Resolution 23-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE BOARD OF TRUSTEES SOCIAL MEDIA POLICY
- e. Roofing Interim Inspections

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

10. Reports

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

11. Executive Session

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- a. An executive session pursuant to C.R.S. 24-6-402 (4)(a) concerning the purchase of water rights and C.R.S. 24-6-402 (4)(e)(I) for developing strategy for negotiations and instructing negotiators regarding such purchase.

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.

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: August 23, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of August 9, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 08-09-2023 Board of Trustees Meeting Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
August 9, 2023

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on August 9, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:31 PM

The following were present upon the call of the roll:

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

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Planning Manager; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; Deputy; Missy Carranco, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Myor Pro Tem Jimenez **second** by Trustee Holcomb, to Approve the Agenda.

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

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

Steve Sapka, Firestone, resident spoke regarding emails and live broadcasting of the Board of Trustee's meetings.

Pat Connor, Firestone, resident spoke regarding roofing issues.

John Demsma, Firestone, resident roofing issues.

5. Consent Agenda

Motion by Trustee Holcomb, **second** by Mayor Pro Tem Jimenez, to approve the Consent Agenda.

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

a. 7-26-2023 BoT Meeting Minutes

b. **Resolution 23-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE TOWN OF FIRESTONE REGARDING FEDERAL AID FUNDING FOR THE CONSTRUCTION OF WELD COUNTY ROAD 20 BRIDGE REPLACEMENT

c. **Resolution 23-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED BOARD OF TRUSTEES RULES OF PROCEDURE

6. Land Development

a. **PUBLIC HEARING: Ordinance 1032:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM PUD RESIDENTIAL C (PUD R-C) AND PUD NEIGHBORHOOD CENTER (PUD NC) TO THE RESIDENTIAL C (R-C) ZONE DISTRICT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to adopt **PUBLIC HEARING: Ordinance 1032:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM PUD RESIDENTIAL C (PUD R-C) AND PUD NEIGHBORHOOD CENTER (PUD NC) TO THE RESIDENTIAL C (R-C) ZONE DISTRICT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Doherty, Trustee Whelan, Trustee Sharp, and Mayor Pro Tem Jimenez

No: Trustee Holcomb

Abstain:

Motion carried.

The following Firestone residents spoke in opposition of Ordinance 1032:

Dallas Tyler; Todd Carmes; Brad Majors; Matt Sturgeon; Matt Conner; Pat Conner and Pam

Speer;

7. Discussion/Action

- a. **Resolution: 23- 81:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRAHMA ROOFING AND CONSTRUCTION LLC.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac to approve **Resolution: 23- 81:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRAHMA ROOFING AND CONSTRUCTION LLC.

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

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

Fallas Tyler, Firestone resident
Todd Karmes, Firestone resident
Brad M, Firestone resident
All spoke about Roofing issues

9. Reports

- a. Staff

9.a.i. 2023 2nd Quarter Financial Report

Jessica Clanton, Finance Director, presented the 2023 2nd Quarter Financial Report to the board.

- b. Mayor

Mayor Peterson spoke regarding a meeting with the Town of Firestones Congress Woman Caraveo regarding Government Assistance in our community for parks, trails and transportation as well as other things. He is going to tour the Northern Colorado YMCA facility in Loveland to talk about the YMCA in our community. Reminder about the new ordinance for Parks and Recreation to join a new board for the development of Parks, Recreation, Trails,

and Open Space in the Town. It was announced that the application to be on this board is available on the Town of Firestone website.

c. Trustees

Trustee Sharp spoke regarding Chat with Trustees; issues that were brought up were mainly regarding water pressure, roofing issues and a bridge to connect trails. Reiterated Mayor Peterson's mention of the new Parks and Recreation Open Space Commission.

Trustee Holcomb spoke about ladders being left up against homes for inspectors for missed inspections during building inspections.

Trustee Conyac spoke about finding a way to educate residents so they understand how our government and processes work.

Trustee Whelan spoke about the "Friends of Firestone" program and how we can get the word out as to when and where people can sign up. Last day to sign up is August 23rd and the date of the event is September 23rd.

10. Adjournment

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Adjourn All in Favor,
Motion carried.

Introduced and Approved the DAY of MONTH YEAR

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Presentation

Meeting Date: August 23, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

National Community Survey Results Presentation

RECOMMENDATION

SUMMARY

Polco will present the results of Firestone's 2023 National Community Survey.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Presentation

Meeting Date: August 23, 2023

Initiated By:

Dept: Police

AGENDA TITLE

Law Enforcement Safety Initiative Presentation

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: August 23, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-84: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSOLIDATED SERVICE PLAN FOR THE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT NOS. 1-3

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-84, a resolution approving the Consolidated Service Plan for Vistas at Saddleback Metropolitan District Nos. 1-3.

SUMMARY

The Town of Firestone has received a request to review and approve a Consolidated Service Plan ("Service Plan") for Vistas at Saddleback Metropolitan District Nos. 1-3 ("Districts"). The following are the primary terms of the proposed Service Plan:

1. The Districts are approximately 34.5 acres in area, consisting of a portion of the Residential C area of the proposed Vistas at Saddleback development located at the northwest corner of Grant Street and Frontier Street.
2. Maximum Debt Mill Levy: 55 mills subject to the Mill Levy Adjustment. The Maximum Debt Mill Levy may increase to 55 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: 55 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: \$17,649,689.
7. Total Debt Limit: \$23,000,000.

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 Vistas at Saddleback property was annexed into the Town of Firestone in 1976 and the Vistas at Saddleback Rezoning was approved in April 2023.

ATTACHMENTS

1. Resolution 23-84
2. Vistas at Saddleback Metropolitan District Nos. 1-3 Consolidated Service Plan
3. Certificate Concerning Notices of Public Hearing

RESOLUTION NO. 23-84

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSOLIDATED SERVICE PLAN FOR THE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT NOS. 1-3

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 Vistas at Saddleback Metropolitan District Nos. 1-3 (“Districts”); and

WHEREAS, following notice as required by law, the Board conducted a public hearing on the request on August 23, 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

**CONSOLIDATED SERVICE PLAN
FOR
VISTAS AT SADDLEBACK METROPOLITAN DISTRICT NOS. 1-3**

TOWN OF FIRESTONE, COLORADO

Prepared
By



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

Approval Date:
_____, 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, 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, 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 ensure 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

Chris Shandor
cshandor@manhard.com
Manhard Consulting
1001 Bannock Street, Suite 107
Denver, CO 80204

Underwriter

Jonathan Heroux
pjonathan.heroux@psc.com
Piper Sandler
1144 15th Street, Suite 2050
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 Vistas at Saddleback Metropolitan District Nos. 1-3, 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 any 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.

Maximum Operation and Maintenance Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Operation and Maintenance Costs, as set forth in Section VI.C.2 below.

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

Operation and Maintenance Costs: means (1) planning and design costs of Public Improvements identified by the 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 Vistas at Saddleback.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed by the Districts as generally described in the Special District Act and in accordance with the Approved Development Plan, except as specifically limited in Section V below, which improvements benefit the property within the Project 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 Consolidated Service Plan for the Districts, approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by the 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 twenty-three million (\$23,000,000) 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 34.5 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 34.5 acres of residential property. The population of the District Boundaries at build-out is estimated to be approximately 450 people. The current assessed valuation of the property within the District Boundaries is currently assumed to be 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 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. 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.

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 they 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 or 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 their 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 sixty-three (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 thirty-five (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 the 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 violate 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 offending District.

B. Preliminary Engineering Survey.

The Districts have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements.

A Capital Plan, including a list of the Public Improvements developed by the Districts and the cost of the Public Improvements is attached hereto as **Exhibit D**. The Districts shall be authorized to construct Public Improvements that shall be more specifically defined in each applicable Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent, as evidenced by resolution of the Town Board of Trustees. The estimated costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property within the Districts and is approximately seventeen million, six hundred forty-nine thousand, six hundred eighty-nine dollars (\$17,649,689).

All of the Public Improvements constructed by the Districts will be designed in such a way as to ensure 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 ensure 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 Districts.

VI. FINANCIAL PROVISIONS

A. General.

The Districts are authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from their 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(l), 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-five (55) 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 fifty-five (55) mills, subject to a Mill Levy Adjustment.

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 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 55.000 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 sixty-three (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 thirty-five (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 issue 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 the 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 forty (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 dwelling 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. Within six (6) months of the date of approval of this Service Plan, 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 required by the Town Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit F**. The Districts shall approve the Intergovernmental Agreement at their first Board meeting after approval of this Service Plan and shall deliver the executed Intergovernmental Agreement to the Town. The Intergovernmental Agreement may be amended from time to time by the Districts and the Town and may include written consents and agreements of the Town as required throughout this Service Plan (e.g., amendments to address the 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.

The Districts are located within the Firestone South Urban Renewal Plan Area and anticipate entering into a Cooperation Agreement with the Firestone Urban Renewal Authority following their organization (the "FURA Agreement").

No intergovernmental agreements other than the Intergovernmental Agreement, the FURA Agreement, and, if necessary, the Districts' intergovernmental agreements are anticipated. Except for such Intergovernmental Agreement with the Town, any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review and approval by the Town prior to its execution by the Districts. Such Town review and approval shall be with

reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that 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.

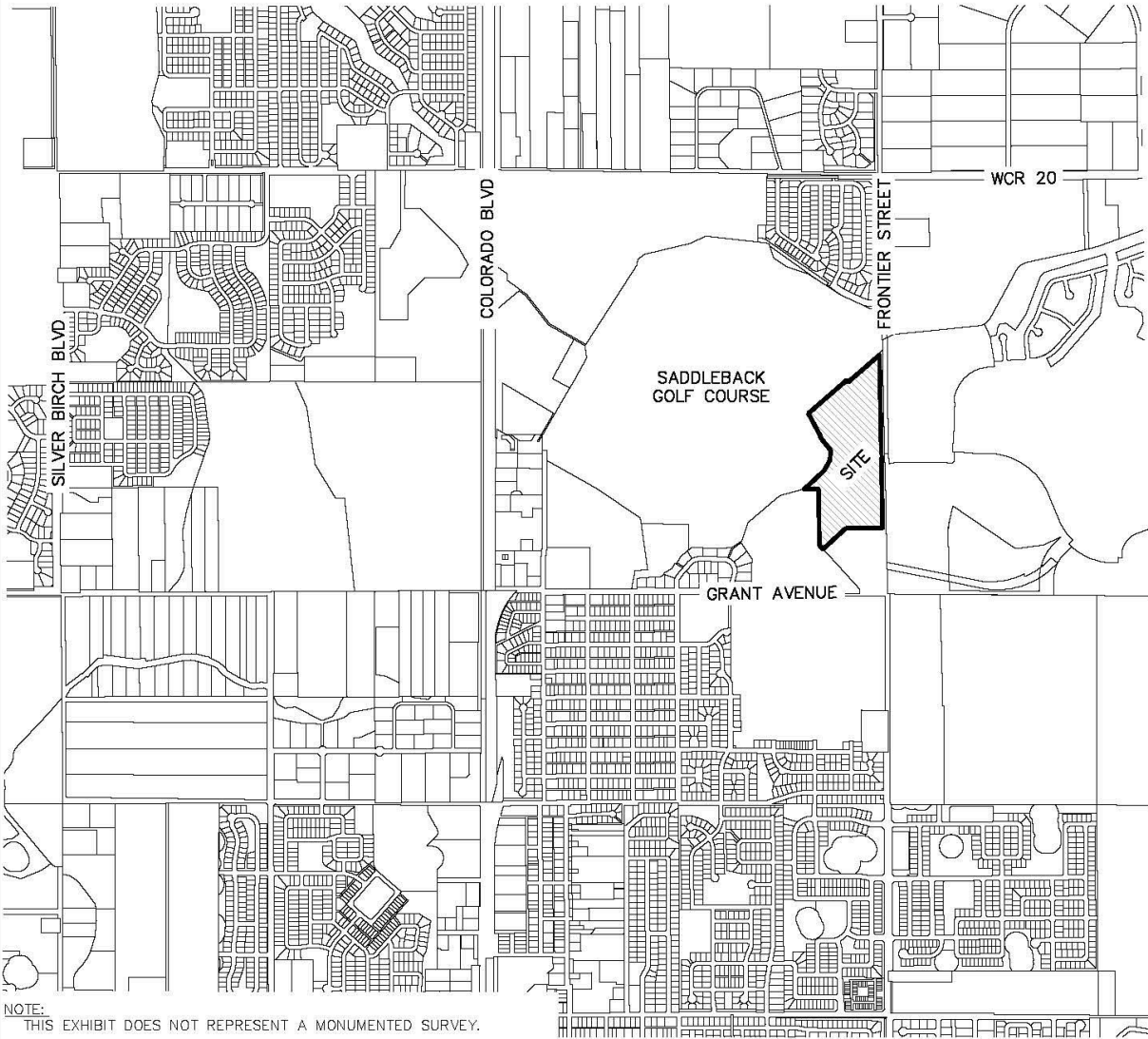
EXHIBIT A
Vicinity Map

Dwg Name: P:\Adifsc001\dwg\Surv\Find Drawings\Exhibits\Surv\ADIFSC001-METRO-DISTRICT.dwg Updated By: MWood
6/5/2023 9:01 AM

GRAPHIC SCALE
0 1000 2000
(IN FEET)
1 inch = 2000 ft.
U.S. SURVEY FEET



VISTAS AT SADDLEBACK METRO DISTRICT VICINITY MAP



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Water Resource Management | Construction Management

VISTAS AT SADDLEBACK METRO DISTRICT VICINITY MAP TOWN OF FIRESTONE, WELD COUNTY, COLORADO	
PROJ. MGR.: <u>DJB</u>	SHEET
DRAWN BY: <u>MKW</u>	1 OF 1
DATE: <u>06/05/2023</u>	ADIFSC001.00
SCALE: <u>1"=2000'</u>	

EXHIBIT B

Initial Boundary Map and Legal Description



EXHIBIT A

VISTAS AT SADDLEBACK FILING NO. 1 METROPOLITAN DISTRICT NO. 1 DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS SOUTH 89°30'51" EAST BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" BRASS CAP IN MONUMENT BOX STAMPED "1952 BUREAU OF LAND MANAGEMENT" AND THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED "PLS 38042 EDWARD JAMES 2022" WITH ALL OTHER BEARINGS RELATIVE THERETO.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED "PLS 38042 EDWARD JAMES 2022"; THENCE SOUTH 76°26'29" WEST, A DISTANCE OF 488.30 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 01°03'56" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 88°56'04" WEST, A DISTANCE OF 75.00 FEET;

THENCE NORTH 01°03'56" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 88°56'04" EAST, A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 1,500 SQUARE FEET OR 0.0344 ACRES, MORE OR LESS.

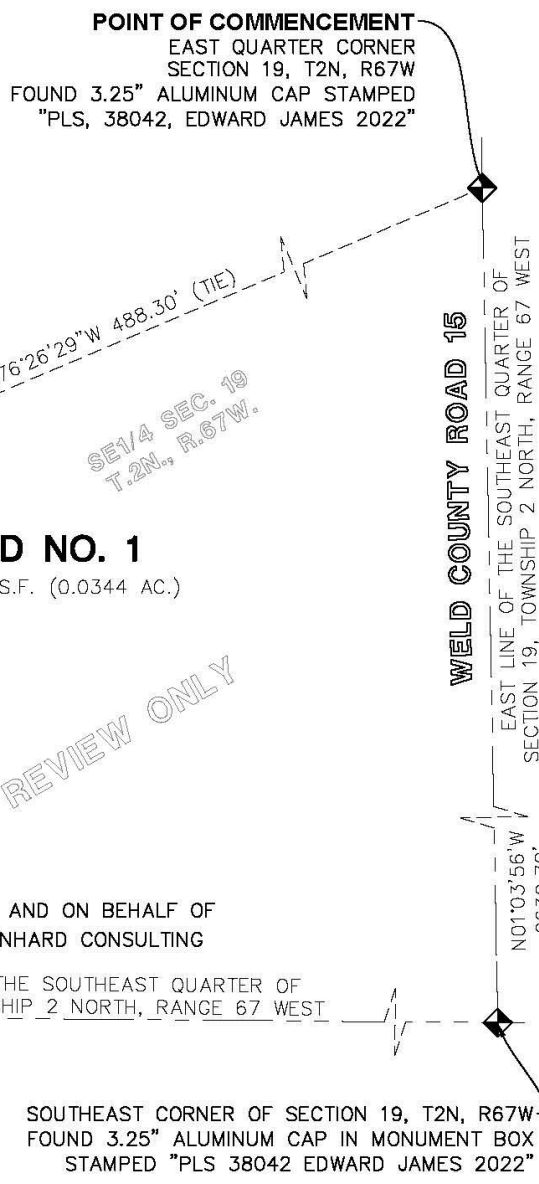
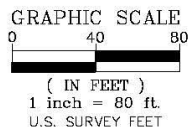
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, JASON W. WINIECKI, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JASON W. WINIECKI, P.L.S. 38814
FOR AND ON BEHALF OF MANHARD CONSULTING

Dwg Name: P:\Adifsc001\dwg\Surv\Final Drawings\Exhibits_Surv\Metro District\Adifsc001-MD1_exhibit.dwg Updated By: SSilva 7/7/2023 10:31 AM

EXHIBIT A



POINT OF BEGINNING

L4
L3
L2
L1

MD-3
(MULTI-FAMILY)

MD NO. 1
1,500 S.F. (0.0344 AC.)

SE 1/4 SEC. 19
T.2N., R.67W.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°03'56"E	20.00'
L2	S88°56'04"W	75.00'
L3	N01°03'56"W	20.00'
L4	N88°56'04"E	75.00'

FOR REVIEW ONLY

BASIS OF BEARINGS
S89°30'51"E 2640.86' ——— SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST ———

SOUTH QUARTER CORNER
SECTION 19, T2N, R67W
FOUND 3.25" BRASS CAP IN MONUMENT BOX
STAMPED "1952 BUREAU OF LAND MANAGEMENT"

SOUTHEAST CORNER OF SECTION 19, T2N, R67W
FOUND 3.25" ALUMINUM CAP IN MONUMENT BOX
STAMPED "PLS 38042 EDWARD JAMES 2022"

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



Manhard

CONSULTING LTD

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METROPOLITAN DISTRICT NO. 1	
PT. OF THE SE 1/4 SEC. 19, T2N, R67W, 6TH P.M.	
TOWN OF FIRESTONE, WELD COUNTY, COLORADO	
PROJ. MGR.: <u>DJB</u>	SHEET
DRAWN BY: <u>SWS</u>	2 OF 2
DATE: <u>07/06/23</u>	ADI.FSC001
SCALE: <u>1" = 80'</u>	



EXHIBIT A

VISTAS AT SADDLEBACK FILING NO. 1 METROPOLITAN DISTRICT NO. 2 DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS SOUTH 89°30'51" EAST BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" BRASS CAP IN MONUMENT BOX STAMPED "1952 BUREAU OF LAND MANAGEMENT" AND THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED "PLS 38042 EDWARD JAMES 2022" WITH ALL OTHER BEARINGS RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°03'56" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 879.79 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88°55'42" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 43°56'04" WEST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 88°56'04" WEST, A DISTANCE OF 380.49 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°07'54", A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 147.17 FEET, THE CHORD OF WHICH BEARS SOUTH 68°22'07" WEST, A DISTANCE OF 144.03 FEET;

THENCE SOUTH 47°48'10" WEST, A DISTANCE OF 323.05 FEET;

THENCE NORTH 42°11'50" WEST, A DISTANCE OF 32.78 FEET;

THENCE NORTH 01°11'50" WEST, A DISTANCE OF 708.21 FEET;

THENCE SOUTH 88°48'10" WEST, A DISTANCE OF 179.90 FEET;

THENCE NORTH 46°50'19" EAST, A DISTANCE OF 344.20 FEET;

THENCE NORTH 28°53'19" EAST, A DISTANCE OF 148.30 FEET;

THENCE NORTH 06°11'19" EAST, A DISTANCE OF 123.20 FEET;

THENCE NORTH 88°56'04" EAST, A DISTANCE OF 631.74 FEET TO A POINT 40.00 FEET WESTERLY OF SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE SOUTH 01°03'56" EAST, PARALLEL WITH AND 40.00 FEET WESTERLY OF SAID EAST LINE OF, A DISTANCE OF 935.84 FEET TO THE **POINT OF BEGINNING**.



CONTAINING A CALCULATED AREA OF 781,412 SQUARE FEET OR 17.9388 ACRES,
MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, JASON W. WINIECKI, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND CHECKING.

JASON W. WINIECKI, P.L.S. 38814
FOR AND ON BEHALF OF MANHARD CONSULTING

7/7/2023 10:44 AM Dwg Name: P:\Adifsc001\dwg\Surv\Final Drawings\Exhibits Surv\Metro District\Adifsc001-MD2_exhibit.dwg Updated By: SSilva

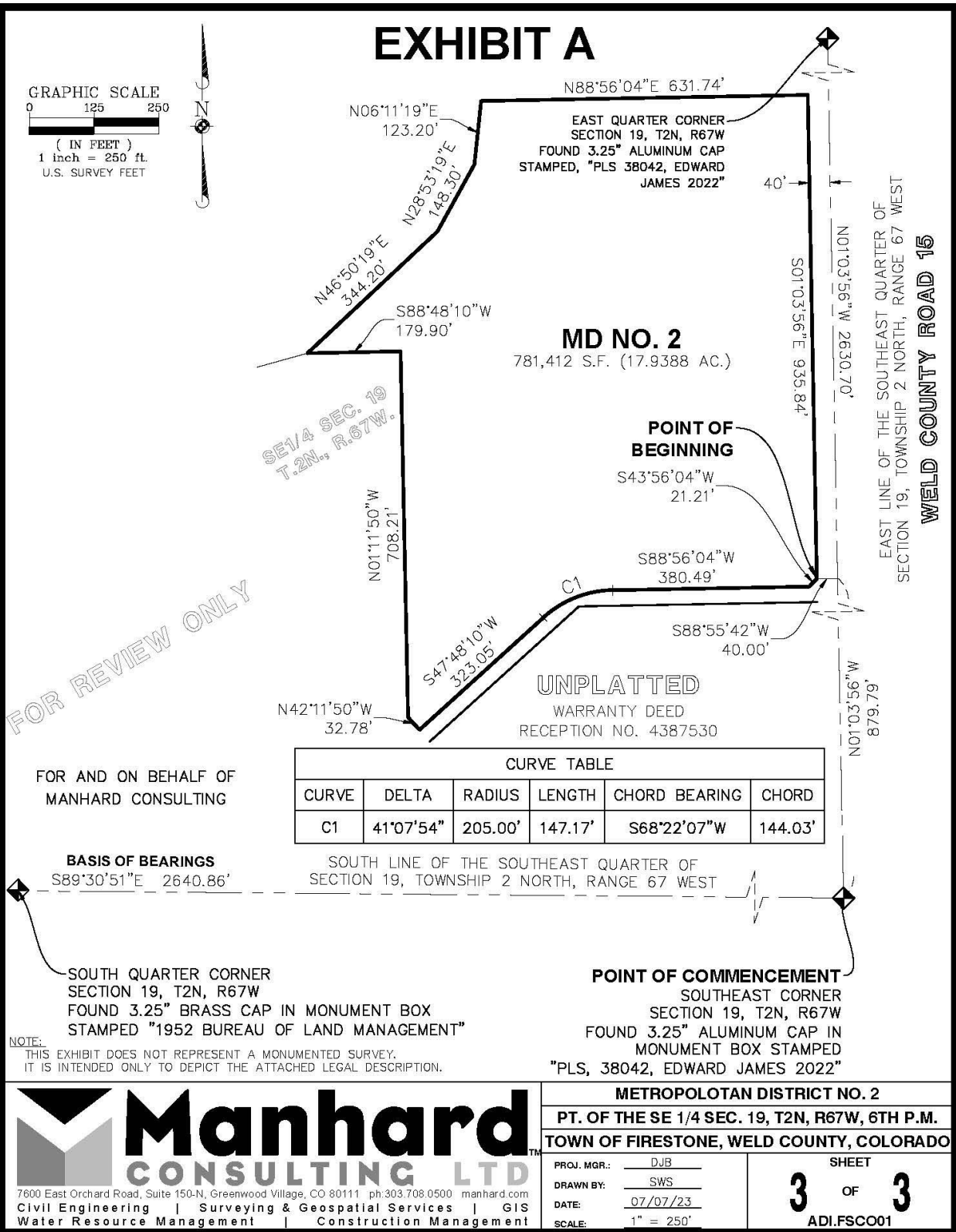




EXHIBIT A

VISTAS AT SADDLEBACK FILING NO. 1 **METROPOLITAN DISTRICT NO. 3 DESCRIPTION**

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS SOUTH 89°30'51" EAST BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" BRASS CAP IN MONUMENT BOX STAMPED "1952 BUREAU OF LAND MANAGEMENT" AND THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED "PLS 38042 EDWARD JAMES 2022" WITH ALL OTHER BEARINGS RELATIVE THERETO.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 88°56'04" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 01°03'56" EAST, PARALLEL WITH AND 40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 815.07 FEET;

THENCE SOUTH 88°56'04" WEST, A DISTANCE OF 631.74 FEET;

THENCE NORTH 38°57'41" WEST, A DISTANCE OF 179.60 FEET;

THENCE NORTH 27°57'41" WEST, A DISTANCE OF 48.90 FEET;

THENCE NORTH 62°02'19" EAST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 27°57'41" WEST, A DISTANCE OF 319.50 FEET;

THENCE NORTH 49°02'19" EAST, A DISTANCE OF 635.50 FEET;

THENCE SOUTH 41°07'41" EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 49°02'19" EAST, A DISTANCE OF 518.08 FEET TO A POINT 40 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 01°03'02" EAST, PARALLEL WITH AND 40 FEET WESTERLY OF THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 374.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 694,876 SQUARE FEET OR 15.9521 ACRES, MORE OR LESS.



EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED "PLS 38042 EDWARD JAMES 2022; THENCE SOUTH 76°26'29" WEST, A DISTANCE OF 488.30 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 01°03'56" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 88°56'04" WEST, A DISTANCE OF 75.00 FEET;

THENCE NORTH 01°03'56" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 88°56'04" EAST, A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 1,500 SQUARE FEET OR 0.0344 ACRES, MORE OR LESS.

REMAINING PARCEL CONTAINS A CALCULATED AREA OF 693,376 SQUARE FEET OR 15.9177 ACRES, MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, JASON W. WINIECKI, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JASON W. WINIECKI, P.L.S. 38814
FOR AND ON BEHALF OF MANHARD CONSULTING

EXHIBIT A

GRAPHIC SCALE
0 125 250
(IN FEET)
1 inch = 250 ft.
U.S. SURVEY FEET



POINT OF COMMENCEMENT
MD NO. 3 & EXCEPTION PARCEL
EAST QUARTER CORNER SECTION 19, T2N, R67W
FOUND 3.25" ALUMINUM CAP STAMPED
"PLS, 38042, EDWARD JAMES 2022"

NE 1/4 SEC. 19
T.2N., R.67W.

POINT OF BEGINNING
EXCEPTION PARCEL

NORTH LINE OF THE SOUTHEAST QUARTER OF
SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°03'56"E	20.00'
L2	S88°56'04"W	75.00'
L3	N01°03'56"W	20.00'
L4	N88°56'04"E	75.00'

SE 1/4 SEC. 19
T.2N., R.67W.

MD NO. 1
1,500 S.F. (0.0344 AC.)
(EXCEPTED PORTION)

POINT OF BEGINNING
MD NO. 3

MD NO. 3
693,376 S.F. (15.9178 AC.)

FOR REVIEW ONLY

FOR AND ON BEHALF OF
MANHARD CONSULTING
BASIS OF BEARINGS

S89°30'51"E 2640.86'

SOUTH LINE OF THE SOUTHEAST QUARTER OF
SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST

SOUTH QUARTER CORNER
SECTION 19, T2N, R67W
FOUND 3.25" BRASS CAP IN MONUMENT BOX
STAMPED "1952 BUREAU OF LAND MANAGEMENT"

SOUTHEAST CORNER
SECTION 19, T2N, R67W
FOUND 3.25" ALUMINUM CAP
IN MONUMENT BOX STAMPED
"PLS, 38042, EDWARD JAMES 2022"

NOTE:

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

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Water Resource Management | Construction Management

METROPOLITAN DISTRICT NO. 3
PT. OF THE SE 1/4 SEC. 19, T2N, R67W, 6TH P.M.
TOWN OF FIRESTONE, WELD COUNTY, COLORADO

PROJ. MGR.: <u>DJB</u>	SHEET
DRAWN BY: <u>SWS</u>	3 OF 3
DATE: <u>07/07/23</u>	ADI.FSC001
SCALE: 1" = 250'	

Dwg Name: P:\Adifsc001\dwg\Surv\Final Drawings\Exhibits\Surv\Metro District\Adifsc001-MD3-exhibit.dwg Updated By: JWiniecki 7/12/2023 12:40 PM

EXHIBIT C
Financial Plan

**Firestone Vistas at Saddleback Metropolitan District
Weld County, Colorado**

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**General Obligation Bonds, Series 2023  
General Obligation Refunding & Improvement Bonds, Series 2033**

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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	10,925,000	19,805,000	
Funds on Hand	0	1,037,220	
Total	10,925,000	20,842,220	
Uses of Funds			
Project Fund	7,851,750	8,673,195	
Refunding Escrow	0	10,580,000	
Capitalized Interest	1,638,750	0	
Reserve Fund	0	1,290,000	
Surplus Deposit	966,000	0	
Cost of Issuance	468,500	299,025	
Total	10,925,000	20,842,220	
Debt Features			
Projected Coverage at Mill Levy Cap	1.00x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Interest Payment Type	Current	Current	
Rating	Non-Rated	Investment Grade	
Coupon (Interest Rate)	5.000%	3.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Tax Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
Service Plan Base Year	2023		
Single Family Base Rate	6.95%		
Single Family Current Rate	6.95%		
Multi Family Base Rate	6.80%		
Multi Family Current Rate	6.80%		
Debt Service Mills			
Service Plan Mill Levy Cap	55.000		
Maximum Adjusted Cap	55.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	1.50%		
Operations			
Mill Levy	10.000		
Town			
Mill Levy	3.000		

Firestone Vistas at Saddleback Metropolitan District
Development Summary

Statutory Actual Value (2023)	Residential									Total
	Townhomes	-	-	-	-	-	-	-	-	
	\$450,000	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	44	-	-	-	-	-	-	-	-	44
2025	44	-	-	-	-	-	-	-	-	44
2026	44	-	-	-	-	-	-	-	-	44
2027	-	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
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2052	-	-	-	-	-	-	-	-	-	-
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2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
2062	-	-	-	-	-	-	-	-	-	-
2063	-	-	-	-	-	-	-	-	-	-
Total Units	132	-	-	-	-	-	-	-	-	132
Total Statutory Actual Value	\$59,400,000	-	-	-	-	-	-	-	-	\$59,400,000

Firestone Vistas at Saddleback Metropolitan District
Development Summary

Statutory Actual Value (2023)	Residential										Total
	MF	-	-	-	-	-	-	-	-	-	
	\$250,000	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-	-
2025	150	-	-	-	-	-	-	-	-	-	150
2026	150	-	-	-	-	-	-	-	-	-	150
2027	-	-	-	-	-	-	-	-	-	-	-
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	300	-	-	-	-	-	-	-	-	-	300
Total Statutory Actual Value	\$75,000,000	-	-	-	-	-	-	-	-	-	\$75,000,000

Firestone Vistas at Saddleback Metropolitan District
Assessed Value

	Vacant and Improved Land ¹		Residential - Single Family				
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment	Cumulative Statutory Actual Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag
				6.00%			
2023	1,980,000	0	-	-	0	6.950%	0
2024	5,730,000	0	44	-	20,196,000	6.765%	0
2025	5,730,000	574,200	44	-	40,795,920	6.950%	0
2026	0	1,661,700	44	2,447,755	64,255,594	6.950%	1,403,622
2027	0	1,661,700	-	-	64,255,594	6.950%	2,835,316
2028	0	0	-	3,855,336	68,110,929	6.950%	4,465,764
2029	0	0	-	-	68,110,929	6.950%	4,465,764
2030	0	0	-	4,086,656	72,197,585	6.950%	4,733,710
2031	0	0	-	-	72,197,585	6.950%	4,733,710
2032	0	0	-	4,331,855	76,529,440	6.950%	5,017,732
2033	0	0	-	-	76,529,440	6.950%	5,017,732
2034	0	0	-	4,591,766	81,121,206	6.950%	5,318,796
2035	0	0	-	-	81,121,206	6.950%	5,318,796
2036	0	0	-	4,867,272	85,988,479	6.950%	5,637,924
2037	0	0	-	-	85,988,479	6.950%	5,637,924
2038	0	0	-	5,159,309	91,147,788	6.950%	5,976,199
2039	0	0	-	-	91,147,788	6.950%	5,976,199
2040	0	0	-	5,468,867	96,616,655	6.950%	6,334,771
2041	0	0	-	-	96,616,655	6.950%	6,334,771
2042	0	0	-	5,796,999	102,413,654	6.950%	6,714,858
2043	0	0	-	-	102,413,654	6.950%	6,714,858
2044	0	0	-	6,144,819	108,558,473	6.950%	7,117,749
2045	0	0	-	-	108,558,473	6.950%	7,117,749
2046	0	0	-	6,513,508	115,071,982	6.950%	7,544,814
2047	0	0	-	-	115,071,982	6.950%	7,544,814
2048	0	0	-	6,904,319	121,976,301	6.950%	7,997,503
2049	0	0	-	-	121,976,301	6.950%	7,997,503
2050	0	0	-	7,318,578	129,294,879	6.950%	8,477,353
2051	0	0	-	-	129,294,879	6.950%	8,477,353
2052	0	0	-	7,757,693	137,052,571	6.950%	8,985,994
2053	0	0	-	-	137,052,571	6.950%	8,985,994
2054	0	0	-	8,223,154	145,275,726	6.950%	9,525,154
2055	0	0	-	-	145,275,726	6.950%	9,525,154
2056	0	0	-	8,716,544	153,992,269	6.950%	10,096,663
2057	0	0	-	-	153,992,269	6.950%	10,096,663
2058	0	0	-	9,239,536	163,231,805	6.950%	10,702,463
2059	0	0	-	-	163,231,805	6.950%	10,702,463
2060	0	0	-	9,793,908	173,025,714	6.950%	11,344,610
2061	0	0	-	-	173,025,714	6.950%	11,344,610
2062	0	0	-	10,381,543	183,407,257	6.950%	12,025,287
2063	0	0	-	-	183,407,257	6.950%	12,025,287
Total			132	121,599,418			

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

Firestone Vistas at Saddleback Metropolitan District
Assessed Value

	Residential - Multi Family					Total
	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag	Assessed Value in Collection Year 2 Year Lag
2023	-	-	0	6.800%	0	0
2024	-	-	0	6.765%	0	0
2025	150	-	39,015,000	6.800%	0	574,200
2026	150	2,340,900	81,151,200	6.800%	0	3,065,322
2027	-	-	81,151,200	6.800%	2,653,020	7,150,036
2028	-	4,869,072	86,020,272	6.800%	5,518,282	9,984,045
2029	-	-	86,020,272	6.800%	5,518,282	9,984,045
2030	-	5,161,216	91,181,488	6.800%	5,849,378	10,583,088
2031	-	-	91,181,488	6.800%	5,849,378	10,583,088
2032	-	5,470,889	96,652,378	6.800%	6,200,341	11,218,073
2033	-	-	96,652,378	6.800%	6,200,341	11,218,073
2034	-	5,799,143	102,451,520	6.800%	6,572,362	11,891,158
2035	-	-	102,451,520	6.800%	6,572,362	11,891,158
2036	-	6,147,091	108,598,611	6.800%	6,966,703	12,604,627
2037	-	-	108,598,611	6.800%	6,966,703	12,604,627
2038	-	6,515,917	115,114,528	6.800%	7,384,706	13,360,905
2039	-	-	115,114,528	6.800%	7,384,706	13,360,905
2040	-	6,906,872	122,021,400	6.800%	7,827,788	14,162,559
2041	-	-	122,021,400	6.800%	7,827,788	14,162,559
2042	-	7,321,284	129,342,684	6.800%	8,297,455	15,012,313
2043	-	-	129,342,684	6.800%	8,297,455	15,012,313
2044	-	7,760,561	137,103,245	6.800%	8,795,303	15,913,051
2045	-	-	137,103,245	6.800%	8,795,303	15,913,051
2046	-	8,226,195	145,329,440	6.800%	9,323,021	16,867,835
2047	-	-	145,329,440	6.800%	9,323,021	16,867,835
2048	-	8,719,766	154,049,206	6.800%	9,882,402	17,879,905
2049	-	-	154,049,206	6.800%	9,882,402	17,879,905
2050	-	9,242,952	163,292,158	6.800%	10,475,346	18,952,699
2051	-	-	163,292,158	6.800%	10,475,346	18,952,699
2052	-	9,797,529	173,089,688	6.800%	11,103,867	20,089,861
2053	-	-	173,089,688	6.800%	11,103,867	20,089,861
2054	-	10,385,381	183,475,069	6.800%	11,770,099	21,295,252
2055	-	-	183,475,069	6.800%	11,770,099	21,295,252
2056	-	11,008,504	194,483,573	6.800%	12,476,305	22,572,968
2057	-	-	194,483,573	6.800%	12,476,305	22,572,968
2058	-	11,669,014	206,152,588	6.800%	13,224,883	23,927,346
2059	-	-	206,152,588	6.800%	13,224,883	23,927,346
2060	-	12,369,155	218,521,743	6.800%	14,018,376	25,362,986
2061	-	-	218,521,743	6.800%	14,018,376	25,362,986
2062	-	13,111,305	231,633,047	6.800%	14,859,479	26,884,766
2063	-	-	231,633,047	6.800%	14,859,479	26,884,766
Total	300	152,822,747				

Firestone Vistas at Saddleback Metropolitan District

	Revenue		District Mill Levy Revenue			Expense		Total
	Total	Assessed Value in Collection Year	Debt Mill Levy	Debt Mill Levy Collections	Specific Ownership Taxes	County Treasurer Fee	Annual Trustee Fee	
			55,000 Cap 55,000 Target	99.50%	6.00%	1.50%	Revenue Available for Debt Service	
2022	0	0.000	0	0	0	0	0	
2023	0	0.000	0	0	0	0	0	
2024	0	55,000	0	0	0	0	(4,000)	(4,000)
2025	574,200	55,000	31,423	1,885	(471)	(4,000)		28,837
2026	3,065,322	55,000	167,750	10,065	(2,516)	(4,000)		171,298
2027	7,150,036	55,000	391,286	23,477	(5,869)	(4,000)		404,894
2028	9,984,045	55,000	546,377	32,783	(8,196)	(4,000)		566,964
2029	9,984,045	55,000	546,377	32,783	(8,196)	(4,000)		566,964
2030	10,583,088	55,000	579,159	34,750	(8,687)	(4,000)		601,222
2031	10,583,088	55,000	579,159	34,750	(8,687)	(4,000)		601,222
2032	11,216,073	55,000	613,909	36,835	(9,209)	(4,000)		637,535
2033	11,216,073	55,000	613,909	36,835	(9,209)	(4,000)		637,535
2034	11,891,158	55,000	650,744	39,045	(9,761)	(4,000)		676,027
2035	11,891,158	55,000	650,744	39,045	(9,761)	(4,000)		676,027
2036	12,604,627	55,000	689,788	41,387	(10,347)	(4,000)		716,829
2037	12,604,627	55,000	689,788	41,387	(10,347)	(4,000)		716,829
2038	13,360,905	55,000	731,176	43,871	(10,968)	(4,000)		760,078
2039	13,360,905	55,000	731,176	43,871	(10,968)	(4,000)		760,078
2040	14,162,559	55,000	775,046	46,503	(11,626)	(4,000)		805,923
2041	14,162,559	55,000	775,046	46,503	(11,626)	(4,000)		805,923
2042	15,012,313	55,000	821,549	49,293	(12,323)	(4,000)		854,519
2043	15,012,313	55,000	821,549	49,293	(12,323)	(4,000)		854,519
2044	15,913,051	55,000	870,842	52,251	(13,063)	(4,000)		906,030
2045	15,913,051	55,000	870,842	52,251	(13,063)	(4,000)		906,030
2046	16,867,835	55,000	923,092	55,386	(13,846)	(4,000)		960,631
2047	16,867,835	55,000	923,092	55,386	(13,846)	(4,000)		960,631
2048	17,879,905	55,000	978,478	58,709	(14,677)	(4,000)		1,018,509
2049	17,879,905	55,000	978,478	58,709	(14,677)	(4,000)		1,018,509
2050	18,952,699	55,000	1,037,186	62,231	(15,558)	(4,000)		1,079,860
2051	18,952,699	55,000	1,037,186	62,231	(15,558)	(4,000)		1,079,860
2052	20,089,861	55,000	1,099,418	65,965	(16,491)	(4,000)		1,144,891
2053	20,089,861	55,000	1,099,418	65,965	(16,491)	(4,000)		1,144,891
2054	21,295,252	55,000	1,165,383	69,923	(17,481)	(4,000)		1,213,825
2055	21,295,252	55,000	1,165,383	69,923	(17,481)	(4,000)		1,213,825
2056	22,572,968	55,000	1,235,306	74,118	(18,530)	(4,000)		1,286,894
2057	22,572,968	55,000	1,235,306	74,118	(18,530)	(4,000)		1,286,894
2058	23,927,346	55,000	1,309,424	78,565	(19,641)	(4,000)		1,364,348
2059	23,927,346	55,000	1,309,424	78,565	(19,641)	(4,000)		1,364,348
2060	25,362,986	55,000	1,387,989	83,279	(20,820)	(4,000)		1,446,449
2061	25,362,986	55,000	1,387,989	83,279	(20,820)	(4,000)		1,446,449
2062	26,884,766	55,000	1,471,269	88,276	(22,069)	(4,000)		1,533,476
2063	26,884,766	55,000	1,471,269	88,276	(22,069)	(4,000)		1,533,476
Total			34,362,727	2,061,764	(515,441)	(160,000)		35,749,049

Firestone Vistas at Saddleback Metropolitan District
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 ¹ \$2,185,000	Released Revenue	Debt Service Coverage	Coverage at Mill Levy Cap	Senior Debt to Assessed Value
		Dated: 12/1/2023	Dated: 12/1/2033								
		Par: \$10,925,000 Proj: \$7,851,750	Par: \$19,805,000 Proj: \$8,673,195 Escr: \$10,980,000								
2023	0	0	0	0	0		966,000	0	n/a	n/a	n/a
2024	(4,000)	0	0	0	(4,000)		962,000	0	n/a	n/a	1903%
2025	28,837	0	0	0	28,837		990,837	0	n/a	n/a	356%
2026	171,298	0	0	0	171,298		1,162,136	0	n/a	n/a	153%
2027	404,894	546,250		546,250	(141,356)		1,020,779	0	74%	74%	109%
2028	566,964	566,250		566,250	714		1,021,493	0	100%	100%	109%
2029	566,964	565,250		565,250	1,714		1,023,207	0	100%	100%	103%
2030	601,222	599,250		599,250	1,972		1,025,179	0	100%	100%	102%
2031	601,222	596,500		596,500	4,722		1,029,900	0	101%	101%	96%
2032	637,535	633,750		633,750	3,785		1,033,685	0	101%	101%	95%
2033	637,535	634,000	0	634,000	3,535	1,037,220	0	0	101%	101%	89%
2034	676,027	Refunded	674,150	674,150	1,877		0	1,877	100%	100%	166%
2035	676,027		671,750	671,750	4,277		0	4,277	101%	101%	156%
2036	716,829		714,350	714,350	2,479		0	2,479	100%	100%	155%
2037	716,829		715,600	715,600	1,229		0	1,229	100%	100%	145%
2038	760,078		756,700	756,700	3,378		0	3,378	100%	100%	144%
2039	760,078		756,450	756,450	3,628		0	3,628	100%	100%	134%
2040	805,923		801,050	801,050	4,873		0	4,873	101%	101%	133%
2041	805,923		804,150	804,150	1,773		0	1,773	100%	100%	124%
2042	854,519		851,950	851,950	2,569		0	2,569	100%	100%	122%
2043	854,519		853,100	853,100	1,419		0	1,419	100%	100%	113%
2044	906,030		903,950	903,950	2,080		0	2,080	100%	100%	111%
2045	906,030		903,000	903,000	3,030		0	3,030	100%	100%	102%
2046	960,631		956,750	956,750	3,881		0	3,881	100%	100%	100%
2047	960,631		958,550	958,550	2,081		0	2,081	100%	100%	91%
2048	1,018,509		1,014,900	1,014,900	3,609		0	3,609	100%	100%	88%
2049	1,018,509		1,014,150	1,014,150	4,359		0	4,359	100%	100%	81%
2050	1,079,860		1,077,950	1,077,950	1,910		0	1,910	100%	100%	77%
2051	1,079,860		1,079,350	1,079,350	510		0	510	100%	100%	70%
2052	1,144,891		1,140,150	1,140,150	4,741		0	4,741	100%	100%	66%
2053	1,144,891		1,143,550	1,143,550	1,341		0	1,341	100%	100%	59%
2054	1,213,825		1,211,200	1,211,200	2,625		0	2,625	100%	100%	55%
2055	1,213,825		1,211,150	1,211,150	2,675		0	2,675	100%	100%	48%
2056	1,286,894		1,285,350	1,285,350	1,544		0	1,544	100%	100%	44%
2057	1,286,894		1,286,550	1,286,550	344		0	344	100%	100%	37%
2058	1,364,348		1,361,850	1,361,850	2,498		0	2,498	100%	100%	33%
2059	1,364,348		1,364,000	1,364,000	348		0	348	100%	100%	26%
2060	1,446,449		1,445,100	1,445,100	1,349		0	1,349	100%	100%	21%
2061	1,446,449		1,442,750	1,442,750	3,699		0	3,699	100%	100%	15%
2062	1,533,476		1,529,350	1,529,350	4,126		0	4,126	100%	100%	10%
2063	1,533,476		1,532,200	1,532,200	1,276		0	1,276	100%	100%	0%
Total	35,749,049	4,141,250	31,461,050	35,602,300	146,749	1,037,220		75,529			

1. Assumes \$966,000 Deposit to Surplus Fund at Closing

Firestone Vistas at Saddleback Metropolitan District
Revenue - O&M

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 10.000 Cap 10.000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2022	0	10,000	0	0	0	0
2023	0	10,000	0	0	0	0
2024	0	10,000	0	0	0	0
2025	574,200	10,000	5,742	343	(86)	5,999
2026	3,065,322	10,000	30,653	1,830	(460)	32,023
2027	7,150,036	10,000	71,500	4,269	(1,073)	74,696
2028	9,984,045	10,000	99,840	5,960	(1,498)	104,303
2029	9,984,045	10,000	99,840	5,960	(1,498)	104,303
2030	10,583,088	10,000	105,831	6,318	(1,587)	110,562
2031	10,583,088	10,000	105,831	6,318	(1,587)	110,562
2032	11,218,073	10,000	112,181	6,697	(1,683)	117,195
2033	11,218,073	10,000	112,181	6,697	(1,683)	117,195
2034	11,891,158	10,000	118,912	7,099	(1,784)	124,227
2035	11,891,158	10,000	118,912	7,099	(1,784)	124,227
2036	12,604,627	10,000	126,046	7,525	(1,891)	131,681
2037	12,604,627	10,000	126,046	7,525	(1,891)	131,681
2038	13,360,905	10,000	133,609	7,976	(2,004)	139,581
2039	13,360,905	10,000	133,609	7,976	(2,004)	139,581
2040	14,162,559	10,000	141,626	8,455	(2,124)	147,956
2041	14,162,559	10,000	141,626	8,455	(2,124)	147,956
2042	15,012,313	10,000	150,123	8,962	(2,252)	156,834
2043	15,012,313	10,000	150,123	8,962	(2,252)	156,834
2044	15,913,051	10,000	159,131	9,500	(2,387)	166,244
2045	15,913,051	10,000	159,131	9,500	(2,387)	166,244
2046	16,867,835	10,000	168,678	10,070	(2,530)	176,218
2047	16,867,835	10,000	168,678	10,070	(2,530)	176,218
2048	17,879,905	10,000	178,799	10,674	(2,682)	186,791
2049	17,879,905	10,000	178,799	10,674	(2,682)	186,791
2050	18,952,699	10,000	189,527	11,315	(2,843)	197,999
2051	18,952,699	10,000	189,527	11,315	(2,843)	197,999
2052	20,089,861	10,000	200,899	11,994	(3,013)	209,879
2053	20,089,861	10,000	200,899	11,994	(3,013)	209,879
2054	21,295,252	10,000	212,953	12,713	(3,194)	222,472
2055	21,295,252	10,000	212,953	12,713	(3,194)	222,472
2056	22,572,968	10,000	225,730	13,476	(3,386)	235,820
2057	22,572,968	10,000	225,730	13,476	(3,386)	235,820
2058	23,927,346	10,000	239,273	14,285	(3,589)	249,969
2059	23,927,346	10,000	239,273	14,285	(3,589)	249,969
2060	25,362,986	10,000	253,630	15,142	(3,804)	264,967
2061	25,362,986	10,000	253,630	15,142	(3,804)	264,967
2062	26,884,766	10,000	268,848	16,050	(4,033)	280,865
2063	26,884,766	10,000	268,848	16,050	(4,033)	280,865
Total			6,279,164	374,866	(94,187)	6,559,843

Firestone Vistas at Saddleback Metropolitan District

Revenue - Town

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	Town Mill Levy 3.000 Cap 3.000 Target	Town Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available
2022	0	3.000	0	0	0	0
2023	0	3.000	0	0	0	0
2024	0	3.000	0	0	0	0
2025	574,200	3.000	1,723	103	(26)	1,800
2026	3,065,322	3.000	9,196	549	(138)	9,607
2027	7,150,036	3.000	21,450	1,261	(322)	22,409
2028	9,984,045	3.000	29,952	1,788	(449)	31,291
2029	9,984,045	3.000	29,952	1,788	(449)	31,291
2030	10,583,088	3.000	31,749	1,895	(476)	33,168
2031	10,583,088	3.000	31,749	1,895	(476)	33,168
2032	11,218,073	3.000	33,654	2,009	(505)	35,159
2033	11,218,073	3.000	33,654	2,009	(505)	35,159
2034	11,891,158	3.000	35,673	2,130	(535)	37,268
2035	11,891,158	3.000	35,673	2,130	(535)	37,268
2036	12,604,627	3.000	37,814	2,257	(567)	39,504
2037	12,604,627	3.000	37,814	2,257	(567)	39,504
2038	13,360,905	3.000	40,083	2,393	(601)	41,874
2039	13,360,905	3.000	40,083	2,393	(601)	41,874
2040	14,162,559	3.000	42,488	2,537	(637)	44,387
2041	14,162,559	3.000	42,488	2,537	(637)	44,387
2042	15,012,313	3.000	45,037	2,689	(676)	47,050
2043	15,012,313	3.000	45,037	2,689	(676)	47,050
2044	15,913,051	3.000	47,739	2,850	(716)	49,873
2045	15,913,051	3.000	47,739	2,850	(716)	49,873
2046	16,867,835	3.000	50,604	3,021	(759)	52,865
2047	16,867,835	3.000	50,604	3,021	(759)	52,865
2048	17,879,905	3.000	53,640	3,202	(805)	56,037
2049	17,879,905	3.000	53,640	3,202	(805)	56,037
2050	18,952,699	3.000	56,858	3,394	(853)	59,400
2051	18,952,699	3.000	56,858	3,394	(853)	59,400
2052	20,089,861	3.000	60,270	3,598	(904)	62,964
2053	20,089,861	3.000	60,270	3,598	(904)	62,964
2054	21,295,252	3.000	63,886	3,814	(958)	66,741
2055	21,295,252	3.000	63,886	3,814	(958)	66,741
2056	22,572,968	3.000	67,719	4,043	(1,016)	70,746
2057	22,572,968	3.000	67,719	4,043	(1,016)	70,746
2058	23,927,346	3.000	71,782	4,265	(1,077)	74,991
2059	23,927,346	3.000	71,782	4,265	(1,077)	74,991
2060	25,362,966	3.000	76,089	4,543	(1,141)	79,490
2061	25,362,966	3.000	76,089	4,543	(1,141)	79,490
2062	26,884,766	3.000	80,654	4,815	(1,210)	84,260
2063	26,884,766	3.000	80,654	4,815	(1,210)	84,260
Total			1,883,749	112,460	(28,256)	1,967,953

SOURCES AND USES OF FUNDS

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2023

|               |            |
|---------------|------------|
| Dated Date    | 12/01/2023 |
| Delivery Date | 12/01/2023 |

#### *Sources:*

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 10,925,000.00 |
|                | <hr/>         |
|                | 10,925,000.00 |
|                | <hr/>         |

#### *Uses:*

|                           |               |
|---------------------------|---------------|
| Project Fund Deposits:    |               |
| Project Fund              | 7,851,750.00  |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 1,638,750.00  |
| Surplus Deposit           | <hr/>         |
|                           | 966,000.00    |
|                           | <hr/>         |
|                           | 2,604,750.00  |
| Cost of Issuance:         |               |
| Cost of Issuance          | 250,000.00    |
| Underwriter's Discount:   |               |
| Underwriter's Discount    | 218,500.00    |
|                           | <hr/>         |
|                           | 10,925,000.00 |
|                           | <hr/>         |

## BOND SUMMARY STATISTICS

### FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT 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)        | 5.151990%     |
| Net Interest Cost (NIC)         | 5.086353%     |
| All-In TIC                      | 5.331490%     |
| Average Coupon                  | 5.000000%     |
| Average Life (years)            | 23.161        |
| Duration of Issue (years)       | 13.574        |
| Par Amount                      | 10,925,000.00 |
| Bond Proceeds                   | 10,925,000.00 |
| Total Interest                  | 12,651,500.00 |
| Net Interest                    | 12,870,000.00 |
| Total Debt Service              | 23,576,500.00 |
| Maximum Annual Debt Service     | 1,144,500.00  |
| Average Annual Debt Service     | 785,883.33    |
| 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    | 10,925,000.00    | 100.000      | 5.000%                | 23.161              |
|                       | 10,925,000.00    |              |                       | 23.161              |

|                            | <i>TIC</i>    | <i>All-In TIC</i> | <i>Arbitrage Yield</i> |
|----------------------------|---------------|-------------------|------------------------|
| Par Value                  | 10,925,000.00 | 10,925,000.00     | 10,925,000.00          |
| + Accrued Interest         |               |                   |                        |
| + Premium (Discount)       |               |                   |                        |
| - Underwriter's Discount   | (218,500.00)  | (218,500.00)      |                        |
| - Cost of Issuance Expense |               | (250,000.00)      |                        |
| - Other Amounts            |               |                   |                        |
| Target Value               | 10,706,500.00 | 10,456,500.00     | 10,925,000.00          |
| Target Date                | 12/01/2023    | 12/01/2023        | 12/01/2023             |
| Yield                      | 5.151990%     | 5.331490%         | 5.000000%              |

## BOND PRICING

### FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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#### 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           | 20,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2029           | 20,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2030           | 55,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2031           | 55,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2032           | 95,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2033           | 100,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2034           | 145,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2035           | 150,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2036           | 200,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2037           | 210,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2038           | 265,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2039           | 275,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2040           | 335,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2041           | 355,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2042           | 420,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2043           | 440,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2044           | 515,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2045           | 540,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2046           | 620,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2047           | 655,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2048           | 745,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2049           | 780,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2050           | 880,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2051           | 925,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2052           | 1,035,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2053           | 1,090,000     | 5.000%      | 5.000%       | 100.000      |
|                       |                      | 10,925,000    |             |              |              |

|                         |               |             |
|-------------------------|---------------|-------------|
| Dated Date              | 12/01/2023    |             |
| Delivery Date           | 12/01/2023    |             |
| First Coupon            | 06/01/2024    |             |
| Par Amount              | 10,925,000.00 |             |
| Original Issue Discount |               |             |
| Production              | 10,925,000.00 | 100.000000% |
| Underwriter's Discount  | (218,500.00)  | (2.000000%) |
| Purchase Price          | 10,706,500.00 | 98.000000%  |
| Accrued Interest        |               |             |
| Net Proceeds            | 10,706,500.00 |             |

## NET DEBT SERVICE

### FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT 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               |                  |               | 546,250         | 546,250                       | 546,250                                  |                             |
| 12/01/2025               |                  |               | 546,250         | 546,250                       | 546,250                                  |                             |
| 12/01/2026               |                  |               | 546,250         | 546,250                       | 546,250                                  |                             |
| 12/01/2027               |                  |               | 546,250         | 546,250                       |                                          | 546,250                     |
| 12/01/2028               | 20,000           | 5.000%        | 546,250         | 566,250                       |                                          | 566,250                     |
| 12/01/2029               | 20,000           | 5.000%        | 545,250         | 565,250                       |                                          | 565,250                     |
| 12/01/2030               | 55,000           | 5.000%        | 544,250         | 599,250                       |                                          | 599,250                     |
| 12/01/2031               | 55,000           | 5.000%        | 541,500         | 596,500                       |                                          | 596,500                     |
| 12/01/2032               | 95,000           | 5.000%        | 538,750         | 633,750                       |                                          | 633,750                     |
| 12/01/2033               | 100,000          | 5.000%        | 534,000         | 634,000                       |                                          | 634,000                     |
| 12/01/2034               | 145,000          | 5.000%        | 529,000         | 674,000                       |                                          | 674,000                     |
| 12/01/2035               | 150,000          | 5.000%        | 521,750         | 671,750                       |                                          | 671,750                     |
| 12/01/2036               | 200,000          | 5.000%        | 514,250         | 714,250                       |                                          | 714,250                     |
| 12/01/2037               | 210,000          | 5.000%        | 504,250         | 714,250                       |                                          | 714,250                     |
| 12/01/2038               | 265,000          | 5.000%        | 493,750         | 758,750                       |                                          | 758,750                     |
| 12/01/2039               | 275,000          | 5.000%        | 480,500         | 755,500                       |                                          | 755,500                     |
| 12/01/2040               | 335,000          | 5.000%        | 466,750         | 801,750                       |                                          | 801,750                     |
| 12/01/2041               | 355,000          | 5.000%        | 450,000         | 805,000                       |                                          | 805,000                     |
| 12/01/2042               | 420,000          | 5.000%        | 432,250         | 852,250                       |                                          | 852,250                     |
| 12/01/2043               | 440,000          | 5.000%        | 411,250         | 851,250                       |                                          | 851,250                     |
| 12/01/2044               | 515,000          | 5.000%        | 389,250         | 904,250                       |                                          | 904,250                     |
| 12/01/2045               | 540,000          | 5.000%        | 363,500         | 903,500                       |                                          | 903,500                     |
| 12/01/2046               | 620,000          | 5.000%        | 336,500         | 956,500                       |                                          | 956,500                     |
| 12/01/2047               | 655,000          | 5.000%        | 305,500         | 960,500                       |                                          | 960,500                     |
| 12/01/2048               | 745,000          | 5.000%        | 272,750         | 1,017,750                     |                                          | 1,017,750                   |
| 12/01/2049               | 780,000          | 5.000%        | 235,500         | 1,015,500                     |                                          | 1,015,500                   |
| 12/01/2050               | 880,000          | 5.000%        | 196,500         | 1,076,500                     |                                          | 1,076,500                   |
| 12/01/2051               | 925,000          | 5.000%        | 152,500         | 1,077,500                     |                                          | 1,077,500                   |
| 12/01/2052               | 1,035,000        | 5.000%        | 106,250         | 1,141,250                     |                                          | 1,141,250                   |
| 12/01/2053               | 1,090,000        | 5.000%        | 54,500          | 1,144,500                     |                                          | 1,144,500                   |
|                          | 10,925,000       |               | 12,651,500      | 23,576,500                    | 1,638,750                                | 21,937,750                  |

## BOND DEBT SERVICE

### FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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#### 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               |                  |               | 273,125         | 273,125                 |                                    |
| 12/01/2024               |                  |               | 273,125         | 273,125                 | 546,250                            |
| 06/01/2025               |                  |               | 273,125         | 273,125                 |                                    |
| 12/01/2025               |                  |               | 273,125         | 273,125                 | 546,250                            |
| 06/01/2026               |                  |               | 273,125         | 273,125                 |                                    |
| 12/01/2026               |                  |               | 273,125         | 273,125                 | 546,250                            |
| 06/01/2027               |                  |               | 273,125         | 273,125                 |                                    |
| 12/01/2027               |                  |               | 273,125         | 273,125                 | 546,250                            |
| 06/01/2028               |                  |               | 273,125         | 273,125                 |                                    |
| 12/01/2028               | 20,000           | 5.000%        | 273,125         | 293,125                 | 566,250                            |
| 06/01/2029               |                  |               | 272,625         | 272,625                 |                                    |
| 12/01/2029               | 20,000           | 5.000%        | 272,625         | 292,625                 | 565,250                            |
| 06/01/2030               |                  |               | 272,125         | 272,125                 |                                    |
| 12/01/2030               | 55,000           | 5.000%        | 272,125         | 327,125                 | 599,250                            |
| 06/01/2031               |                  |               | 270,750         | 270,750                 |                                    |
| 12/01/2031               | 55,000           | 5.000%        | 270,750         | 325,750                 | 596,500                            |
| 06/01/2032               |                  |               | 269,375         | 269,375                 |                                    |
| 12/01/2032               | 95,000           | 5.000%        | 269,375         | 364,375                 | 633,750                            |
| 06/01/2033               |                  |               | 267,000         | 267,000                 |                                    |
| 12/01/2033               | 100,000          | 5.000%        | 267,000         | 367,000                 | 634,000                            |
| 06/01/2034               |                  |               | 264,500         | 264,500                 |                                    |
| 12/01/2034               | 145,000          | 5.000%        | 264,500         | 409,500                 | 674,000                            |
| 06/01/2035               |                  |               | 260,875         | 260,875                 |                                    |
| 12/01/2035               | 150,000          | 5.000%        | 260,875         | 410,875                 | 671,750                            |
| 06/01/2036               |                  |               | 257,125         | 257,125                 |                                    |
| 12/01/2036               | 200,000          | 5.000%        | 257,125         | 457,125                 | 714,250                            |
| 06/01/2037               |                  |               | 252,125         | 252,125                 |                                    |
| 12/01/2037               | 210,000          | 5.000%        | 252,125         | 462,125                 | 714,250                            |
| 06/01/2038               |                  |               | 246,875         | 246,875                 |                                    |
| 12/01/2038               | 265,000          | 5.000%        | 246,875         | 511,875                 | 758,750                            |
| 06/01/2039               |                  |               | 240,250         | 240,250                 |                                    |
| 12/01/2039               | 275,000          | 5.000%        | 240,250         | 515,250                 | 755,500                            |
| 06/01/2040               |                  |               | 233,375         | 233,375                 |                                    |
| 12/01/2040               | 335,000          | 5.000%        | 233,375         | 568,375                 | 801,750                            |
| 06/01/2041               |                  |               | 225,000         | 225,000                 |                                    |
| 12/01/2041               | 355,000          | 5.000%        | 225,000         | 580,000                 | 805,000                            |
| 06/01/2042               |                  |               | 216,125         | 216,125                 |                                    |
| 12/01/2042               | 420,000          | 5.000%        | 216,125         | 636,125                 | 852,250                            |
| 06/01/2043               |                  |               | 205,625         | 205,625                 |                                    |
| 12/01/2043               | 440,000          | 5.000%        | 205,625         | 645,625                 | 851,250                            |
| 06/01/2044               |                  |               | 194,625         | 194,625                 |                                    |
| 12/01/2044               | 515,000          | 5.000%        | 194,625         | 709,625                 | 904,250                            |
| 06/01/2045               |                  |               | 181,750         | 181,750                 |                                    |
| 12/01/2045               | 540,000          | 5.000%        | 181,750         | 721,750                 | 903,500                            |
| 06/01/2046               |                  |               | 168,250         | 168,250                 |                                    |
| 12/01/2046               | 620,000          | 5.000%        | 168,250         | 788,250                 | 956,500                            |
| 06/01/2047               |                  |               | 152,750         | 152,750                 |                                    |
| 12/01/2047               | 655,000          | 5.000%        | 152,750         | 807,750                 | 960,500                            |
| 06/01/2048               |                  |               | 136,375         | 136,375                 |                                    |
| 12/01/2048               | 745,000          | 5.000%        | 136,375         | 881,375                 | 1,017,750                          |
| 06/01/2049               |                  |               | 117,750         | 117,750                 |                                    |
| 12/01/2049               | 780,000          | 5.000%        | 117,750         | 897,750                 | 1,015,500                          |
| 06/01/2050               |                  |               | 98,250          | 98,250                  |                                    |
| 12/01/2050               | 880,000          | 5.000%        | 98,250          | 978,250                 | 1,076,500                          |
| 06/01/2051               |                  |               | 76,250          | 76,250                  |                                    |
| 12/01/2051               | 925,000          | 5.000%        | 76,250          | 1,001,250               | 1,077,500                          |
| 06/01/2052               |                  |               | 53,125          | 53,125                  |                                    |
| 12/01/2052               | 1,035,000        | 5.000%        | 53,125          | 1,088,125               | 1,141,250                          |
| 06/01/2053               |                  |               | 27,250          | 27,250                  |                                    |
| 12/01/2053               | 1,090,000        | 5.000%        | 27,250          | 1,117,250               | 1,144,500                          |
|                          | 10,925,000       |               | 12,651,500      | 23,576,500              | 23,576,500                         |

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## CALL PROVISIONS

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT  
Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2023

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2028	103.00
12/01/2029	102.00
12/01/2030	101.00
12/01/2031	100.00

BOND SOLUTION

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT 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		546,250	(546,250)		(4,000)	(4,000)	
12/01/2025		546,250	(546,250)		28,837	28,837	
12/01/2026		546,250	(546,250)		171,298	171,298	
12/01/2027		546,250		546,250	404,894	(141,356)	74.12%
12/01/2028	20,000	566,250		566,250	566,964	714	100.13%
12/01/2029	20,000	565,250		565,250	566,964	1,714	100.30%
12/01/2030	55,000	599,250		599,250	601,222	1,972	100.33%
12/01/2031	55,000	596,500		596,500	601,222	4,722	100.79%
12/01/2032	95,000	633,750		633,750	637,535	3,785	100.60%
12/01/2033	100,000	634,000		634,000	637,535	3,535	100.56%
12/01/2034	145,000	674,000		674,000	676,027	2,027	100.30%
12/01/2035	150,000	671,750		671,750	676,027	4,277	100.64%
12/01/2036	200,000	714,250		714,250	716,829	2,579	100.36%
12/01/2037	210,000	714,250		714,250	716,829	2,579	100.36%
12/01/2038	265,000	758,750		758,750	760,078	1,328	100.18%
12/01/2039	275,000	755,500		755,500	760,078	4,578	100.61%
12/01/2040	335,000	801,750		801,750	805,923	4,173	100.52%
12/01/2041	355,000	805,000		805,000	805,923	923	100.11%
12/01/2042	420,000	852,250		852,250	854,519	2,269	100.27%
12/01/2043	440,000	851,250		851,250	854,519	3,269	100.38%
12/01/2044	515,000	904,250		904,250	906,030	1,780	100.20%
12/01/2045	540,000	903,500		903,500	906,030	2,530	100.28%
12/01/2046	620,000	956,500		956,500	960,631	4,131	100.43%
12/01/2047	655,000	960,500		960,500	960,631	131	100.01%
12/01/2048	745,000	1,017,750		1,017,750	1,018,509	759	100.07%
12/01/2049	780,000	1,015,500		1,015,500	1,018,509	3,009	100.30%
12/01/2050	880,000	1,076,500		1,076,500	1,079,860	3,360	100.31%
12/01/2051	925,000	1,077,500		1,077,500	1,079,860	2,360	100.22%
12/01/2052	1,035,000	1,141,250		1,141,250	1,144,891	3,641	100.32%
12/01/2053	1,090,000	1,144,500		1,144,500	1,144,891	391	100.03%
	10,925,000	23,576,500	(1,638,750)	21,937,750	22,059,065	121,315	

SOURCES AND USES OF FUNDS

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033

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

Sources:

Bond Proceeds:	
Par Amount	19,805,000.00
Other Sources of Funds:	
Surplus Fund	1,037,220.00
	20,842,220.00

Uses:

Project Fund Deposits:	
Project Fund	8,673,195.00
Refunding Escrow Deposits:	
Cash Deposit	10,580,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	1,290,000.00
Cost of Issuance:	
	200,000.00
Underwriter's Discount:	
Underwriter's Discount	99,025.00
	20,842,220.00

BOND SUMMARY STATISTICS

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION REFUNDING 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)	3.032402%
Net Interest Cost (NIC)	3.022947%
All-In TIC	3.098521%
Average Coupon	3.000000%
Average Life (years)	21.789
Duration of Issue (years)	15.691
Par Amount	19,805,000.00
Bond Proceeds	19,805,000.00
Total Interest	12,946,050.00
Net Interest	13,045,075.00
Total Debt Service	32,751,050.00
Maximum Annual Debt Service	2,822,200.00
Average Annual Debt Service	1,091,701.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2063	19,805,000.00	100.000	3.000%	21.789
	19,805,000.00			21.789

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	19,805,000.00	19,805,000.00	19,805,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(99,025.00)	(99,025.00)	
- Cost of Issuance Expense		(200,000.00)	
- Other Amounts			
Target Value	19,705,975.00	19,505,975.00	19,805,000.00
Target Date	12/01/2033	12/01/2033	12/01/2033
Yield	3.032402%	3.098521%	3.000000%

BOND PRICING

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION REFUNDING 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	80,000	3.000%	3.000%	100.000
	12/01/2035	80,000	3.000%	3.000%	100.000
	12/01/2036	125,000	3.000%	3.000%	100.000
	12/01/2037	130,000	3.000%	3.000%	100.000
	12/01/2038	175,000	3.000%	3.000%	100.000
	12/01/2039	180,000	3.000%	3.000%	100.000
	12/01/2040	230,000	3.000%	3.000%	100.000
	12/01/2041	240,000	3.000%	3.000%	100.000
	12/01/2042	295,000	3.000%	3.000%	100.000
	12/01/2043	305,000	3.000%	3.000%	100.000
	12/01/2044	365,000	3.000%	3.000%	100.000
	12/01/2045	375,000	3.000%	3.000%	100.000
	12/01/2046	440,000	3.000%	3.000%	100.000
	12/01/2047	455,000	3.000%	3.000%	100.000
	12/01/2048	525,000	3.000%	3.000%	100.000
	12/01/2049	540,000	3.000%	3.000%	100.000
	12/01/2050	620,000	3.000%	3.000%	100.000
	12/01/2051	640,000	3.000%	3.000%	100.000
	12/01/2052	720,000	3.000%	3.000%	100.000
	12/01/2053	745,000	3.000%	3.000%	100.000
	12/01/2054	835,000	3.000%	3.000%	100.000
	12/01/2055	860,000	3.000%	3.000%	100.000
	12/01/2056	960,000	3.000%	3.000%	100.000
	12/01/2057	990,000	3.000%	3.000%	100.000
	12/01/2058	1,095,000	3.000%	3.000%	100.000
	12/01/2059	1,130,000	3.000%	3.000%	100.000
	12/01/2060	1,245,000	3.000%	3.000%	100.000
	12/01/2061	1,280,000	3.000%	3.000%	100.000
	12/01/2062	1,405,000	3.000%	3.000%	100.000
	12/01/2063	2,740,000	3.000%	3.000%	100.000
		19,805,000			

Dated Date	12/01/2033	
Delivery Date	12/01/2033	
First Coupon	06/01/2034	
Par Amount	19,805,000.00	
Original Issue Discount		
Production	19,805,000.00	100.000000%
Underwriter's Discount	(99,025.00)	(0.500000%)
Purchase Price	19,705,975.00	99.500000%
Accrued Interest		
Net Proceeds	19,705,975.00	

NET DEBT SERVICE

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION REFUNDING 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	80,000	3.000%	594,150	674,150		674,150
12/01/2035	80,000	3.000%	591,750	671,750		671,750
12/01/2036	125,000	3.000%	589,350	714,350		714,350
12/01/2037	130,000	3.000%	585,600	715,600		715,600
12/01/2038	175,000	3.000%	581,700	756,700		756,700
12/01/2039	180,000	3.000%	576,450	756,450		756,450
12/01/2040	230,000	3.000%	571,050	801,050		801,050
12/01/2041	240,000	3.000%	564,150	804,150		804,150
12/01/2042	295,000	3.000%	556,950	851,950		851,950
12/01/2043	305,000	3.000%	548,100	853,100		853,100
12/01/2044	365,000	3.000%	538,950	903,950		903,950
12/01/2045	375,000	3.000%	528,000	903,000		903,000
12/01/2046	440,000	3.000%	516,750	956,750		956,750
12/01/2047	455,000	3.000%	503,550	958,550		958,550
12/01/2048	525,000	3.000%	489,900	1,014,900		1,014,900
12/01/2049	540,000	3.000%	474,150	1,014,150		1,014,150
12/01/2050	620,000	3.000%	457,950	1,077,950		1,077,950
12/01/2051	640,000	3.000%	439,350	1,079,350		1,079,350
12/01/2052	720,000	3.000%	420,150	1,140,150		1,140,150
12/01/2053	745,000	3.000%	398,550	1,143,550		1,143,550
12/01/2054	835,000	3.000%	376,200	1,211,200		1,211,200
12/01/2055	860,000	3.000%	351,150	1,211,150		1,211,150
12/01/2056	960,000	3.000%	325,350	1,285,350		1,285,350
12/01/2057	990,000	3.000%	296,550	1,286,550		1,286,550
12/01/2058	1,095,000	3.000%	266,850	1,361,850		1,361,850
12/01/2059	1,130,000	3.000%	234,000	1,364,000		1,364,000
12/01/2060	1,245,000	3.000%	200,100	1,445,100		1,445,100
12/01/2061	1,280,000	3.000%	162,750	1,442,750		1,442,750
12/01/2062	1,405,000	3.000%	124,350	1,529,350		1,529,350
12/01/2063	2,740,000	3.000%	82,200	2,822,200	1,290,000	1,532,200
	19,805,000		12,946,050	32,751,050	1,290,000	31,461,050

BOND DEBT SERVICE

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION REFUNDING 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			297,075	297,075	
12/01/2034	80,000	3.000%	297,075	377,075	674,150
06/01/2035			295,875	295,875	
12/01/2035	80,000	3.000%	295,875	375,875	671,750
06/01/2036			294,675	294,675	
12/01/2036	125,000	3.000%	294,675	419,675	714,350
06/01/2037			292,800	292,800	
12/01/2037	130,000	3.000%	292,800	422,800	715,600
06/01/2038			290,850	290,850	
12/01/2038	175,000	3.000%	290,850	465,850	756,700
06/01/2039			288,225	288,225	
12/01/2039	180,000	3.000%	288,225	468,225	756,450
06/01/2040			285,525	285,525	
12/01/2040	230,000	3.000%	285,525	515,525	801,050
06/01/2041			282,075	282,075	
12/01/2041	240,000	3.000%	282,075	522,075	804,150
06/01/2042			278,475	278,475	
12/01/2042	295,000	3.000%	278,475	573,475	851,950
06/01/2043			274,050	274,050	
12/01/2043	305,000	3.000%	274,050	579,050	853,100
06/01/2044			269,475	269,475	
12/01/2044	365,000	3.000%	269,475	634,475	903,950
06/01/2045			264,000	264,000	
12/01/2045	375,000	3.000%	264,000	639,000	903,000
06/01/2046			258,375	258,375	
12/01/2046	440,000	3.000%	258,375	698,375	956,750
06/01/2047			251,775	251,775	
12/01/2047	455,000	3.000%	251,775	706,775	958,550
06/01/2048			244,950	244,950	
12/01/2048	525,000	3.000%	244,950	769,950	1,014,900
06/01/2049			237,075	237,075	
12/01/2049	540,000	3.000%	237,075	777,075	1,014,150
06/01/2050			228,975	228,975	
12/01/2050	620,000	3.000%	228,975	848,975	1,077,950
06/01/2051			219,675	219,675	
12/01/2051	640,000	3.000%	219,675	859,675	1,079,350
06/01/2052			210,075	210,075	
12/01/2052	720,000	3.000%	210,075	930,075	1,140,150
06/01/2053			199,275	199,275	
12/01/2053	745,000	3.000%	199,275	944,275	1,143,550
06/01/2054			188,100	188,100	
12/01/2054	835,000	3.000%	188,100	1,023,100	1,211,200
06/01/2055			175,575	175,575	
12/01/2055	860,000	3.000%	175,575	1,035,575	1,211,150
06/01/2056			162,675	162,675	
12/01/2056	960,000	3.000%	162,675	1,122,675	1,285,350
06/01/2057			148,275	148,275	
12/01/2057	990,000	3.000%	148,275	1,138,275	1,286,550
06/01/2058			133,425	133,425	
12/01/2058	1,095,000	3.000%	133,425	1,228,425	1,361,850
06/01/2059			117,000	117,000	
12/01/2059	1,130,000	3.000%	117,000	1,247,000	1,364,000
06/01/2060			100,050	100,050	
12/01/2060	1,245,000	3.000%	100,050	1,345,050	1,445,100
06/01/2061			81,375	81,375	
12/01/2061	1,280,000	3.000%	81,375	1,361,375	1,442,750
06/01/2062			62,175	62,175	
12/01/2062	1,405,000	3.000%	62,175	1,467,175	1,529,350
06/01/2063			41,100	41,100	
12/01/2063	2,740,000	3.000%	41,100	2,781,100	2,822,200
	19,805,000		12,946,050	32,751,050	32,751,050

CALL PROVISIONS

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT
Weld County, Colorado

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GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2043	100.00

SUMMARY OF BONDS REFUNDED

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION REFUNDING 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 2023A - Current Interest Bonds, 23A, TERM53:					
	12/01/2034	5.000%	145,000	12/01/2033	100.000
	12/01/2035	5.000%	150,000	12/01/2033	100.000
	12/01/2036	5.000%	200,000	12/01/2033	100.000
	12/01/2037	5.000%	210,000	12/01/2033	100.000
	12/01/2038	5.000%	265,000	12/01/2033	100.000
	12/01/2039	5.000%	275,000	12/01/2033	100.000
	12/01/2040	5.000%	335,000	12/01/2033	100.000
	12/01/2041	5.000%	355,000	12/01/2033	100.000
	12/01/2042	5.000%	420,000	12/01/2033	100.000
	12/01/2043	5.000%	440,000	12/01/2033	100.000
	12/01/2044	5.000%	515,000	12/01/2033	100.000
	12/01/2045	5.000%	540,000	12/01/2033	100.000
	12/01/2046	5.000%	620,000	12/01/2033	100.000
	12/01/2047	5.000%	655,000	12/01/2033	100.000
	12/01/2048	5.000%	745,000	12/01/2033	100.000
	12/01/2049	5.000%	780,000	12/01/2033	100.000
	12/01/2050	5.000%	880,000	12/01/2033	100.000
	12/01/2051	5.000%	925,000	12/01/2033	100.000
	12/01/2052	5.000%	1,035,000	12/01/2033	100.000
	12/01/2053	5.000%	1,090,000	12/01/2033	100.000
			10,580,000		

ESCROW REQUIREMENTS

FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033

|               |            |
|---------------|------------|
| Dated Date    | 12/01/2033 |
| Delivery Date | 12/01/2033 |

| <i>Period<br/>Ending</i> | <i>Principal<br/>Redeemed</i> | <i>Total</i>  |
|--------------------------|-------------------------------|---------------|
| 12/01/2033               | 10,580,000                    | 10,580,000.00 |
|                          | 10,580,000                    | 10,580,000.00 |

## BOND SOLUTION

### FIRESTONE VISTAS AT SADDLEBACK METROPOLITAN DISTRICT Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033

| <i>Period<br/>Ending</i> | <i>Proposed<br/>Principal</i> | <i>Proposed<br/>Debt Service</i> | <i>Debt Service<br/>Adjustments</i> | <i>Total Adj<br/>Debt Service</i> | <i>Revenue<br/>Constraints</i> | <i>Unused<br/>Revenues</i> | <i>Debt Service<br/>Coverage</i> |
|--------------------------|-------------------------------|----------------------------------|-------------------------------------|-----------------------------------|--------------------------------|----------------------------|----------------------------------|
| 12/01/2034               | 80,000                        | 674,150                          |                                     | 674,150                           | 676,027                        | 1,877                      | 100.28%                          |
| 12/01/2035               | 80,000                        | 671,750                          |                                     | 671,750                           | 676,027                        | 4,277                      | 100.64%                          |
| 12/01/2036               | 125,000                       | 714,350                          |                                     | 714,350                           | 716,829                        | 2,479                      | 100.35%                          |
| 12/01/2037               | 130,000                       | 715,600                          |                                     | 715,600                           | 716,829                        | 1,229                      | 100.17%                          |
| 12/01/2038               | 175,000                       | 756,700                          |                                     | 756,700                           | 760,078                        | 3,378                      | 100.45%                          |
| 12/01/2039               | 180,000                       | 756,450                          |                                     | 756,450                           | 760,078                        | 3,628                      | 100.48%                          |
| 12/01/2040               | 230,000                       | 801,050                          |                                     | 801,050                           | 805,923                        | 4,873                      | 100.61%                          |
| 12/01/2041               | 240,000                       | 804,150                          |                                     | 804,150                           | 805,923                        | 1,773                      | 100.22%                          |
| 12/01/2042               | 295,000                       | 851,950                          |                                     | 851,950                           | 854,519                        | 2,569                      | 100.30%                          |
| 12/01/2043               | 305,000                       | 853,100                          |                                     | 853,100                           | 854,519                        | 1,419                      | 100.17%                          |
| 12/01/2044               | 365,000                       | 903,950                          |                                     | 903,950                           | 906,030                        | 2,080                      | 100.23%                          |
| 12/01/2045               | 375,000                       | 903,000                          |                                     | 903,000                           | 906,030                        | 3,030                      | 100.34%                          |
| 12/01/2046               | 440,000                       | 956,750                          |                                     | 956,750                           | 960,631                        | 3,881                      | 100.41%                          |
| 12/01/2047               | 455,000                       | 958,550                          |                                     | 958,550                           | 960,631                        | 2,081                      | 100.22%                          |
| 12/01/2048               | 525,000                       | 1,014,900                        |                                     | 1,014,900                         | 1,018,509                      | 3,609                      | 100.36%                          |
| 12/01/2049               | 540,000                       | 1,014,150                        |                                     | 1,014,150                         | 1,018,509                      | 4,359                      | 100.43%                          |
| 12/01/2050               | 620,000                       | 1,077,950                        |                                     | 1,077,950                         | 1,079,860                      | 1,910                      | 100.18%                          |
| 12/01/2051               | 640,000                       | 1,079,350                        |                                     | 1,079,350                         | 1,079,860                      | 510                        | 100.05%                          |
| 12/01/2052               | 720,000                       | 1,140,150                        |                                     | 1,140,150                         | 1,144,891                      | 4,741                      | 100.42%                          |
| 12/01/2053               | 745,000                       | 1,143,550                        |                                     | 1,143,550                         | 1,144,891                      | 1,341                      | 100.12%                          |
| 12/01/2054               | 835,000                       | 1,211,200                        |                                     | 1,211,200                         | 1,213,825                      | 2,625                      | 100.22%                          |
| 12/01/2055               | 860,000                       | 1,211,150                        |                                     | 1,211,150                         | 1,213,825                      | 2,675                      | 100.22%                          |
| 12/01/2056               | 960,000                       | 1,285,350                        |                                     | 1,285,350                         | 1,286,894                      | 1,544                      | 100.12%                          |
| 12/01/2057               | 990,000                       | 1,286,550                        |                                     | 1,286,550                         | 1,286,894                      | 344                        | 100.03%                          |
| 12/01/2058               | 1,095,000                     | 1,361,850                        |                                     | 1,361,850                         | 1,364,348                      | 2,498                      | 100.18%                          |
| 12/01/2059               | 1,130,000                     | 1,364,000                        |                                     | 1,364,000                         | 1,364,348                      | 348                        | 100.03%                          |
| 12/01/2060               | 1,245,000                     | 1,445,100                        |                                     | 1,445,100                         | 1,446,449                      | 1,349                      | 100.09%                          |
| 12/01/2061               | 1,280,000                     | 1,442,750                        |                                     | 1,442,750                         | 1,446,449                      | 3,699                      | 100.26%                          |
| 12/01/2062               | 1,405,000                     | 1,529,350                        |                                     | 1,529,350                         | 1,533,476                      | 4,126                      | 100.27%                          |
| 12/01/2063               | 2,740,000                     | 2,822,200                        | (1,290,000)                         | 1,532,200                         | 1,533,476                      | 1,276                      | 100.08%                          |
|                          | 19,805,000                    | 32,751,050                       | (1,290,000)                         | 31,461,050                        | 31,536,579                     | 75,529                     |                                  |



**EXHIBIT D**

Capital Plan - List of Public Improvements



CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - FRONTIER STREET AND GRANT AVENUE IMPROVEMENTS  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM                                                          | DESCRIPTION                                     | QUANTITY | UNIT     | UNIT PRICE  | EXTENSION             |
|---------------------------------------------------------------|-------------------------------------------------|----------|----------|-------------|-----------------------|
| <b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>       |                                                 |          |          |             |                       |
| 1                                                             | Grading                                         | 9.5      | ACRE     | \$35,000.00 | \$332,500.00          |
| 2                                                             | Over Excavation                                 | 43,550   | CY       | \$6.00      | \$261,300.00          |
| 3                                                             | Concrete Washout                                | 2        | EACH     | \$4,500.00  | \$9,000.00            |
| 4                                                             | Construction Entrance                           | 1        | LUMP SUM | \$5,000.00  | \$5,000.00            |
| <b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b> |                                                 |          |          |             | <b>\$607,800.00</b>   |
| <b>SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>                 |                                                 |          |          |             |                       |
| <b>STORM SEWER IMPROVEMENTS</b>                               |                                                 |          |          |             |                       |
| 1                                                             | 15" HDPE Storm Sewer Pipe                       | 50       | LF       | \$55.00     | \$2,750.00            |
| 2                                                             | 15" RCP Storm Sewer Pipe                        | 150      | LF       | \$65.00     | \$9,750.00            |
| 3                                                             | 18" HDPE Storm Sewer Pipe                       | 450      | LF       | \$60.00     | \$27,000.00           |
| 4                                                             | 24" RCP Storm Sewer Pipe                        | 80       | LF       | \$75.00     | \$6,000.00            |
| 5                                                             | Precast Concrete Flared End Section w/Grate 18" | 1        | EACH     | \$2,200.00  | \$2,200.00            |
| 6                                                             | Precast Concrete Flared End Section w/Grate 24" | 2        | EACH     | \$2,600.00  | \$5,200.00            |
| 7                                                             | 5' Type R Inlet                                 | 8        | EACH     | \$9,000.00  | \$72,000.00           |
| 8                                                             | Storm Manhole                                   | 4        | EACH     | \$5,000.00  | \$20,000.00           |
| 9                                                             | Inlet Filter                                    | 8        | EACH     | \$400.00    | \$3,200.00            |
| 10                                                            | Culvert Protection                              | 1        | EACH     | \$400.00    | \$400.00              |
| <b>TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>           |                                                 |          |          |             | <b>\$148,500.00</b>   |
| <b>SCHEDULE III - OFF-SITE ROADWAY IMPROVEMENTS</b>           |                                                 |          |          |             |                       |
| 1                                                             | Aggregate Base Course                           | 30,000   | SY       | \$18.00     | \$540,000.00          |
| 2                                                             | Subgrade Preparation                            | 45,000   | SY       | \$4.00      | \$180,000.00          |
| 3                                                             | Hot-Mix Asphalt                                 | 30,000   | SY       | \$44.00     | \$1,320,000.00        |
| 4                                                             | Concrete Curb 1.5'                              | 15,500   | LF       | \$20.00     | \$310,000.00          |
| 5                                                             | Concrete Curb 2.5'                              | 26,800   | LF       | \$30.00     | \$804,000.00          |
| 6                                                             | Storm Sewer Removal                             | 50       | LF       | \$30.00     | \$1,500.00            |
| 7                                                             | Pavement Removal                                | 960      | SY       | \$15.00     | \$14,400.00           |
| 8                                                             | Sawcut Pavement, Full Depth                     | 300      | LF       | \$3.50      | \$1,050.00            |
| 9                                                             | PCC Sidewalk - 6" with Subbase                  | 40,400   | SF       | \$7.00      | \$282,800.00          |
| 10                                                            | Sanitary Manhole Frame Adjustment               | 10       | EACH     | \$500.00    | \$5,000.00            |
| 11                                                            | Valve Box Adjustment                            | 1        | EACH     | \$500.00    | \$500.00              |
| 12                                                            | Concrete Median                                 | 67,500   | SF       | \$7.00      | \$472,500.00          |
| 13                                                            | Signage and Striping                            | 1        | LS       | \$80,000.00 | \$80,000.00           |
| 14                                                            | Street Lights                                   | 10       | EACH     | \$15,000.00 | \$150,000.00          |
| <b>TOTAL SCHEDULE III - OFF-SITE ROADWAY IMPROVEMENTS</b>     |                                                 |          |          |             | <b>\$4,161,750.00</b> |
| <b>SUBTOTAL SCHEDULES I-III</b>                               |                                                 |          |          |             | <b>\$4,918,050.00</b> |
| <b>CONTINGENCY @ 25%</b>                                      |                                                 |          |          |             | <b>\$1,229,513.00</b> |
| <b>TOTAL</b>                                                  |                                                 |          |          |             | <b>\$6,147,563.00</b> |
| <b>TOTAL PER LINEAR FOOT (ASSUMES 5,445 LF)</b>               |                                                 |          |          |             | <b>\$1,129.03</b>     |



CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - FRONTIER STREET AND GRANT AVENUE IMPROVEMENTS  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|-------------|----------|------|------------|-----------|
|------|-------------|----------|------|------------|-----------|

Prepared By: Manhard Consulting, Ltd.  
1001 Bannock Street, Suite 107  
Denver, Colorado 80204

NOTES:

- 1.) This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.
- 2.) This conceptual cost estimate assumes a full build-out of each roadway. Additional discussions with the Town may determine the full sections are not required for both roadways at this time.
- 3.) The conceptual cost estimate assumes the construction of Frontier Street from Grant Avenue to Panorama Avenue.
- 4.) The conceptual cost estimate assumes the construction of Grant Avenue from Frontier Street to Sherilynn Circle.
- 5.) The conceptual cost estimate does not contemplate any further improvements to the existing sanitary or watermain improvements within the existing right-of-way
- 6.) The conceptual cost estimate does not contemplate the removal and replacement or relocation of any of the existing dry utilities.



CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - MULTIFAMILY  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM                                                          | DESCRIPTION                                     | QUANTITY | UNIT     | UNIT PRICE   | EXTENSION             |
|---------------------------------------------------------------|-------------------------------------------------|----------|----------|--------------|-----------------------|
| <b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>       |                                                 |          |          |              |                       |
| 1                                                             | Overlot Grading                                 | 15       | ACRE     | \$35,000.00  | \$525,000.00          |
| 2                                                             | Fine Grading                                    | 15       | ACRE     | \$15,000.00  | \$225,000.00          |
| 3                                                             | Over Excavation                                 | 90,000   | CY       | \$6.00       | \$540,000.00          |
| 4                                                             | Silt Fence                                      | 1,700    | LF       | \$3.00       | \$5,100.00            |
| 5                                                             | Concrete Washout                                | 1        | EACH     | \$4,500.00   | \$4,500.00            |
| 6                                                             | Construction Entrance                           | 1        | LUMP SUM | \$5,000.00   | \$5,000.00            |
| <b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b> |                                                 |          |          |              | <b>\$1,304,600.00</b> |
| <b>SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>                 |                                                 |          |          |              |                       |
| <b>A. SANITARY SEWER IMPROVEMENTS</b>                         |                                                 |          |          |              |                       |
| 1                                                             | 8" PVC Sanitary Sewer                           | 3,000    | LF       | \$90.00      | \$270,000.00          |
| 2                                                             | 6" PVC Sanitary Service                         | 900      | LF       | \$35.00      | \$31,500.00           |
| 3                                                             | 4' Diameter Manhole                             | 14       | EACH     | \$10,000.00  | \$140,000.00          |
| 4                                                             | Connection to Existing Manhole                  | 1        | EACH     | \$30,000.00  | \$30,000.00           |
| <b>SUBTOTAL A - SANITARY SEWER IMPROVEMENTS</b>               |                                                 |          |          |              | <b>\$471,500.00</b>   |
| <b>B. WATER MAIN IMPROVEMENTS</b>                             |                                                 |          |          |              |                       |
| 1                                                             | 8" PVC Water Main                               | 2,500    | LF       | \$70.00      | \$175,000.00          |
| 2                                                             | 6" Water Service                                | 900      | LF       | \$45.00      | \$40,500.00           |
| 3                                                             | 8" Valve and Box                                | 11       | EACH     | \$2,200.00   | \$24,200.00           |
| 4                                                             | Fire Hydrant with Auxiliary Valve               | 12       | EACH     | \$6,000.00   | \$72,000.00           |
| 5                                                             | Flushing Hydrant                                | 1        | EACH     | \$1,000.00   | \$1,000.00            |
| 6                                                             | Pressure Connection with Valve Box              | 2        | EACH     | \$6,000.00   | \$12,000.00           |
| <b>SUBTOTAL B - WATER MAIN IMPROVEMENTS</b>                   |                                                 |          |          |              | <b>\$324,700.00</b>   |
| <b>C. STORM SEWER IMPROVEMENTS</b>                            |                                                 |          |          |              |                       |
| 1                                                             | 12" HDPE Storm Sewer Pipe                       | 600      | LF       | \$50.00      | \$30,000.00           |
| 2                                                             | 15" HDPE Storm Sewer Pipe                       | 250      | LF       | \$55.00      | \$13,750.00           |
| 3                                                             | 18" HDPE Storm Sewer Pipe                       | 600      | LF       | \$60.00      | \$36,000.00           |
| 4                                                             | 24" HDPE Storm Sewer Pipe                       | 1,000    | LF       | \$70.00      | \$70,000.00           |
| 5                                                             | 30" HDPE Storm Sewer Pipe                       | 200      | LF       | \$70.00      | \$14,000.00           |
| 6                                                             | 36" RCP Storm Sewer Pipe                        | 350      | LF       | \$90.00      | \$31,500.00           |
| 7                                                             | 48" RCP Storm Sewer Pipe                        | 50       | LF       | \$150.00     | \$7,500.00            |
| 8                                                             | 54" RCP Storm Sewer Pipe                        | 200      | LF       | \$175.00     | \$35,000.00           |
| 9                                                             | Precast Concrete Flared End Section w/Grate 15" | 1        | EACH     | \$2,000.00   | \$2,000.00            |
| 10                                                            | Precast Concrete Flared End Section w/Grate 36" | 1        | EACH     | \$3,500.00   | \$3,500.00            |
| 11                                                            | Precast Concrete Flared End Section w/Grate 48" | 1        | EACH     | \$4,500.00   | \$4,500.00            |
| 12                                                            | Precast Concrete Flared End Section w/Grate 54" | 1        | EACH     | \$5,000.00   | \$5,000.00            |
| 13                                                            | Outlet Control Structure                        | 1        | EACH     | \$20,000.00  | \$20,000.00           |
| 14                                                            | Type 13 Inlet                                   | 20       | EACH     | \$4,600.00   | \$92,000.00           |
| 15                                                            | 5' Type R Inlet                                 | 3        | EACH     | \$9,000.00   | \$27,000.00           |
| 16                                                            | Storm Manhole                                   | 9        | EACH     | \$5,000.00   | \$45,000.00           |
| 17                                                            | Inlet Filter                                    | 24       | EACH     | \$400.00     | \$9,600.00            |
| 18                                                            | Yard Drain System                               | 1        | EACH     | \$200,000.00 | \$200,000.00          |
| <b>SUBTOTAL C - STORM SEWER IMPROVEMENTS</b>                  |                                                 |          |          |              | <b>\$646,350.00</b>   |



CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - MULTIFAMILY  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM                                                       | DESCRIPTION             | QUANTITY | UNIT | UNIT PRICE  | EXTENSION             |
|------------------------------------------------------------|-------------------------|----------|------|-------------|-----------------------|
| <b>TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS (A-C)</b>  |                         |          |      |             | <b>\$1,442,550.00</b> |
| <b>SCHEDULE III - ON-SITE HARDSCAPE IMPROVEMENTS</b>       |                         |          |      |             |                       |
| 1                                                          | Aggregate Base Course   | 24,200   | SY   | \$18.00     | \$435,600.00          |
| 2                                                          | Subgrade Preparation    | 36,000   | SY   | \$4.00      | \$144,000.00          |
| 3                                                          | Hot-Mix Asphalt         | 24,200   | SY   | \$44.00     | \$1,064,800.00        |
| 4                                                          | Concrete Curb           | 6,850    | LF   | \$20.00     | \$137,000.00          |
| 5                                                          | PCC Sidewalk w/ Subbase | 17,700   | SF   | \$7.00      | \$123,900.00          |
| 6                                                          | Signage and Striping    | 1        | LS   | \$30,000.00 | \$30,000.00           |
| 7                                                          | Street Lights           | 8        | EACH | \$15,000.00 | \$120,000.00          |
| <b>TOTAL SCHEDULE III - ON-SITE HARDSCAPE IMPROVEMENTS</b> |                         |          |      |             | <b>\$2,055,300.00</b> |
| <b>SUBTOTAL SCHEDULES I-III</b>                            |                         |          |      |             | <b>\$4,802,450.00</b> |
| <b>CONTINGENCY @ 25%</b>                                   |                         |          |      |             | <b>\$1,200,613.00</b> |
| <b>TOTAL</b>                                               |                         |          |      |             | <b>\$6,003,063.00</b> |
| <b>TOTAL PER MULTIFAMILY UNIT (ASSUMES 324 UNITS)</b>      |                         |          |      |             | <b>\$18,528.00</b>    |

Prepared By: Manhard Consulting, Ltd.  
1001 Bannock Street, Suite 107  
Denver, Colorado 80204

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CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - SHARED DRIVE ACCES  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM                                                          | DESCRIPTION                                     | QUANTITY | UNIT     | UNIT PRICE  | EXTENSION           |
|---------------------------------------------------------------|-------------------------------------------------|----------|----------|-------------|---------------------|
| <b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>       |                                                 |          |          |             |                     |
| 1                                                             | Excavation Cut to Fill                          | 1        | ACRE     | \$25,000.00 | \$25,000.00         |
| 2                                                             | Over Excavation                                 | 3,000    | CY       | \$6.00      | \$18,000.00         |
| 3                                                             | Silt Fence                                      | 600      | LF       | \$3.00      | \$1,800.00          |
| 4                                                             | Construction Entrance                           | 1        | LUMP SUM | \$5,000.00  | \$5,000.00          |
| <b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b> |                                                 |          |          |             | <b>\$49,800.00</b>  |
| <b>SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>                 |                                                 |          |          |             |                     |
| <b>A. STORM SEWER IMPROVEMENTS</b>                            |                                                 |          |          |             |                     |
| 1                                                             | 12" HDPE Storm Sewer Pipe                       | 400      | LF       | \$50.00     | \$20,000.00         |
| 2                                                             | 18" HDPE Storm Sewer Pipe                       | 400      | LF       | \$60.00     | \$24,000.00         |
| 3                                                             | 30" HDPE Storm Sewer Pipe                       | 100      | LF       | \$70.00     | \$7,000.00          |
| 4                                                             | Type R Inlet                                    | 4        | EACH     | \$9,000.00  | \$36,000.00         |
| 5                                                             | Storm Manhole                                   | 1        | EACH     | \$5,000.00  | \$5,000.00          |
| 6                                                             | Inlet Filter                                    | 4        | EACH     | \$400.00    | \$1,600.00          |
| 7                                                             | Precast Concrete Flared End Section w/Grate 30" | 1        | EACH     | \$3,000.00  | \$3,000.00          |
| <b>SUBTOTAL A - STORM SEWER IMPROVEMENTS</b>                  |                                                 |          |          |             | <b>\$96,600.00</b>  |
| <b>B. WATER MAIN IMPROVEMENTS</b>                             |                                                 |          |          |             |                     |
| 1                                                             | 8" PVC Water Main                               | 900      | LF       | \$70.00     | \$63,000.00         |
| 2                                                             | Pressure Connection with Valve Box              | 1        | EACH     | \$6,000.00  | \$6,000.00          |
| 3                                                             | 8" Valve and Box                                | 3        | EACH     | \$2,200.00  | \$6,600.00          |
| 4                                                             | Fire Hydrant with Auxiliary Valve               | 3        | EACH     | \$6,000.00  | \$18,000.00         |
| <b>SUBTOTAL B - WATER MAIN IMPROVEMENTS</b>                   |                                                 |          |          |             | <b>\$93,600.00</b>  |
| <b>TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>           |                                                 |          |          |             | <b>\$190,200.00</b> |
| <b>SCHEDULE III - ON-SITE HARDSCAPE IMPROVEMENTS</b>          |                                                 |          |          |             |                     |
| 1                                                             | Aggregate Base Course                           | 2,000    | SY       | \$18.00     | \$36,000.00         |
| 2                                                             | Subgrade Preparation                            | 3,000    | SY       | \$4.00      | \$12,000.00         |
| 3                                                             | Hot-Mix Asphalt                                 | 2,000    | SY       | \$44.00     | \$88,000.00         |
| 4                                                             | Concrete Curb                                   | 1,000    | LF       | \$20.00     | \$20,000.00         |
| 5                                                             | Signage and Striping                            | 1        | LS       | \$1,250.00  | \$1,250.00          |
| 6                                                             | Street Lights                                   | 4        | EACH     | \$15,000.00 | \$60,000.00         |
| <b>TOTAL SCHEDULE III - ON-SITE HARDSCAPE IMPROVEMENTS</b>    |                                                 |          |          |             | <b>\$217,250.00</b> |
| <b>SUBTOTAL SCHEDULES I-III</b>                               |                                                 |          |          |             | <b>\$457,250.00</b> |
| <b>CONTINGENCY @ 25%</b>                                      |                                                 |          |          |             | <b>\$114,313.00</b> |
| <b>TOTAL</b>                                                  |                                                 |          |          |             | <b>\$571,563.00</b> |



CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - SHARED DRIVE ACCES  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|-------------|----------|------|------------|-----------|
|------|-------------|----------|------|------------|-----------|

Prepared By: Manhard Consulting, Ltd.  
1001 Bannock St, Suite 107  
Denver, Colorado 80204

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.



CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - TOWNHOMES  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM                                                          | DESCRIPTION                        | QUANTITY | UNIT     | UNIT PRICE  | EXTENSION             |
|---------------------------------------------------------------|------------------------------------|----------|----------|-------------|-----------------------|
| <b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>       |                                    |          |          |             |                       |
| 1                                                             | Overlot Grading                    | 20       | ACRE     | \$35,000.00 | \$700,000.00          |
| 2                                                             | Over Excavation                    | 80,000   | CY       | \$6.00      | \$480,000.00          |
| 3                                                             | Silt Fence                         | 1,600    | LF       | \$3.00      | \$4,800.00            |
| 4                                                             | Concrete Washout                   | 1        | EACH     | \$4,500.00  | \$4,500.00            |
| 5                                                             | Construction Entrance              | 1        | LUMP SUM | \$5,000.00  | \$5,000.00            |
| <b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b> |                                    |          |          |             | <b>\$1,194,300.00</b> |
| <b>SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>                 |                                    |          |          |             |                       |
| <b>A. SANITARY SEWER IMPROVEMENTS</b>                         |                                    |          |          |             |                       |
| 1                                                             | 8" PVC Sanitary Sewer              | 4,000    | LF       | \$60.00     | \$240,000.00          |
| 2                                                             | 4' Diameter Manhole                | 14       | EACH     | \$6,500.00  | \$91,000.00           |
| 3                                                             | 4" Sanitary Service                | 120      | EACH     | \$1,800.00  | \$216,000.00          |
| 4                                                             | Connection to Existing Manhole     | 1        | EACH     | \$3,000.00  | \$3,000.00            |
| <b>SUBTOTAL A - SANITARY SEWER IMPROVEMENTS</b>               |                                    |          |          |             | <b>\$550,000.00</b>   |
| <b>B. WATER MAIN IMPROVEMENTS</b>                             |                                    |          |          |             |                       |
| 1                                                             | 8" PVC Water Main                  | 3,600    | LF       | \$70.00     | \$252,000.00          |
| 2                                                             | 8" Valve and Box                   | 24       | EACH     | \$2,200.00  | \$52,800.00           |
| 3                                                             | Fire Hydrant with Auxiliary Valve  | 8        | EACH     | \$6,000.00  | \$48,000.00           |
| 4                                                             | Flushing Hydrant                   | 1        | EACH     | \$1,000.00  | \$1,000.00            |
| 5                                                             | 1" Service Tap                     | 132      | EACH     | \$1,200.00  | \$158,400.00          |
| 6                                                             | Pressure Connection with Valve Box | 1        | EACH     | \$6,000.00  | \$6,000.00            |
| 7                                                             | Dry Connection                     | 1        | EACH     | \$2,500.00  | \$2,500.00            |
| <b>SUBTOTAL B - WATER MAIN IMPROVEMENTS</b>                   |                                    |          |          |             | <b>\$520,700.00</b>   |
| <b>C. STORM SEWER IMPROVEMENTS</b>                            |                                    |          |          |             |                       |
| 1                                                             | 12" HDPE Storm Sewer Pipe          | 400      | LF       | \$50.00     | \$20,000.00           |
| 2                                                             | 15" HDPE Storm Sewer Pipe          | 400      | LF       | \$55.00     | \$22,000.00           |
| 3                                                             | 18" HDPE Storm Sewer Pipe          | 850      | LF       | \$60.00     | \$51,000.00           |
| 4                                                             | 24" HDPE Storm Sewer Pipe          | 200      | LF       | \$70.00     | \$14,000.00           |
| 5                                                             | 36" RCP Storm Sewer Pipe           | 650      | LF       | \$90.00     | \$58,500.00           |
| 6                                                             | 5' Type R Inlet                    | 22       | EACH     | \$9,000.00  | \$198,000.00          |
| 7                                                             | Storm Manhole                      | 10       | EACH     | \$5,000.00  | \$50,000.00           |
| 8                                                             | Inlet Filter                       | 22       | EACH     | \$400.00    | \$8,800.00            |
| 9                                                             | Connection to Existing Structure   | 1        | EACH     | \$1,600.00  | \$1,600.00            |
| <b>SUBTOTAL C - STORM SEWER IMPROVEMENTS</b>                  |                                    |          |          |             | <b>\$423,900.00</b>   |
| <b>TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS (A-C)</b>     |                                    |          |          |             | <b>\$1,494,600.00</b> |
| <b>SCHEDULE III - ON-SITE HARDSCAPE IMPROVEMENTS</b>          |                                    |          |          |             |                       |
| 1                                                             | Aggregate Base Course              | 9,600    | SY       | \$18.00     | \$172,800.00          |
| 2                                                             | Subgrade Preparation               | 15,350   | SY       | \$4.00      | \$61,400.00           |
| 3                                                             | Hot-Mix Asphalt                    | 9,600    | SY       | \$44.00     | \$422,400.00          |
| 4                                                             | Concrete Curb                      | 6,900    | LF       | \$35.00     | \$241,500.00          |
| 5                                                             | PCC Sidewalk w/ Subbase            | 30,000   | SF       | \$7.00      | \$210,000.00          |
| 6                                                             | Signage and Striping               | 1        | LS       | \$25,000.00 | \$25,000.00           |
| 7                                                             | Street Lights                      | 8        | EA       | \$15,000.00 | \$120,000.00          |





CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST  
VISTAS AT SADDLEBACK - TOWNHOMES  
TOWN OF FIRESTONE, COLORADO  
APRIL 2023

| ITEM                                                | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION      |
|-----------------------------------------------------|-------------|----------|------|------------|----------------|
| TOTAL SCHEDULE III - ON-SITE HARDSCAPE IMPROVEMENTS |             |          |      |            | \$1,253,100.00 |
| SUBTOTAL SCHEDULES I-III                            |             |          |      |            | \$3,942,000.00 |
| CONTINGENCY @25%                                    |             |          |      |            | \$985,500.00   |
| TOTAL                                               |             |          |      |            | \$4,927,500.00 |

Prepared By: Manhard Consulting, Ltd.  
1001 Bannock Street, Suite 107  
Denver, Colorado 80204

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.

**EXHIBIT D-1**

List of Regional Improvements



VISTAS AT SADDLEBACK - REGIONAL IMPROVEMENTS  
ENGINEER'S OPINION OF PROBABLE COST  
TOWN OF FIRESTONE, COLORADO  
6/7/2023

| ITEM                                                          | DESCRIPTION             | QUANTITY | UNIT | UNIT PRICE  | EXTENSION             |
|---------------------------------------------------------------|-------------------------|----------|------|-------------|-----------------------|
| <b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>       |                         |          |      |             |                       |
| 1                                                             | Earthwork (Cut to Fill) | 47.47    | ACRE | \$12,000.00 | \$569,640.00          |
| 2                                                             | Overexcavation          | 103800   | CY   | \$4.50      | \$467,100.00          |
| 3                                                             | Erosion Control         | 1        | EACH | \$90,000.00 | \$90,000.00           |
| 4                                                             | Clear and Grub          | 47.47    | ACRE | \$800.00    | \$37,976.00           |
| 5                                                             | Overlot Grading         | 47.47    | ACRE | \$8,000.00  | \$379,760.00          |
| <b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b> |                         |          |      |             | <b>\$1,544,476.00</b> |

|                                                     |                                                 |      |      |             |                     |
|-----------------------------------------------------|-------------------------------------------------|------|------|-------------|---------------------|
| <b>SCHEDULE I - UNDERGROUND IMPROVEMENTS</b>        |                                                 |      |      |             |                     |
| <b>A. SANITARY SEWER IMPROVEMENTS</b>               |                                                 |      |      |             |                     |
| 1                                                   | 8" PVC Sanitary Sewer                           | 2300 | LF   | \$90.00     | \$207,000.00        |
| 2                                                   | Manhole                                         | 10   | EACH | \$7,500.00  | \$75,000.00         |
| 3                                                   | Manhole - Construct Over Existing Sewer         | 1    | EACH | \$45,000.00 | \$45,000.00         |
| <b>SUBTOTAL A. - SANITARY SEWER IMPROVEMENTS</b>    |                                                 |      |      |             | <b>\$327,000.00</b> |
| <b>B. WATER MAIN IMPROVEMENTS</b>                   |                                                 |      |      |             |                     |
| 1                                                   | 8" Water Main                                   | 1000 | LF   | \$70.00     | \$70,000.00         |
| 2                                                   | 8" Valve and Box                                | 4    | EACH | \$4,000.00  | \$16,000.00         |
| 3                                                   | Fire Hydrant Assembly                           | 5    | EACH | \$7,500.00  | \$37,500.00         |
| 4                                                   | Valve Box Adjustment                            | 4    | EACH | \$500.00    | \$2,000.00          |
| 5                                                   | Pressure Connection                             | 1    | EACH | \$20,000.00 | \$20,000.00         |
| <b>SUBTOTAL B. - WATER MAIN IMPROVEMENTS</b>        |                                                 |      |      |             | <b>\$145,500.00</b> |
| <b>C. STORM AND DRAINAGE IMPROVEMENTS</b>           |                                                 |      |      |             |                     |
| 1                                                   | 15" Storm Sewer Pipe                            | 29   | LF   | \$80.00     | \$2,320.00          |
| 2                                                   | 21" Storm Sewer Pipe                            | 596  | LF   | \$110.00    | \$65,560.00         |
| 3                                                   | 24" Storm Sewer Pipe                            | 60   | LF   | \$120.00    | \$7,200.00          |
| 4                                                   | 27" Storm Sewer Pipe                            | 123  | LF   | \$130.00    | \$15,990.00         |
| 5                                                   | 30" Storm Sewer Pipe                            | 311  | LF   | \$160.00    | \$49,760.00         |
| 6                                                   | 36" Storm Sewer Pipe                            | 38   | LF   | \$180.00    | \$6,840.00          |
| 7                                                   | 66" Storm Sewer Pipe                            | 331  | LF   | \$200.00    | \$66,200.00         |
| 8                                                   | Precast Concrete Flared End Section w/Grate 15" | 1    | EACH | \$2,000.00  | \$2,000.00          |
| 9                                                   | Precast Concrete Flared End Section w/Grate 21" | 1    | EACH | \$2,400.00  | \$2,400.00          |
| 10                                                  | Precast Concrete Flared End Section w/Grate 24" | 1    | EACH | \$2,800.00  | \$2,800.00          |
| 11                                                  | Precast Concrete Flared End Section w/Grate 27" | 1    | EACH | \$3,200.00  | \$3,200.00          |
| 12                                                  | Precast Concrete Flared End Section w/Grate 30" | 2    | EACH | \$3,500.00  | \$7,000.00          |
| 13                                                  | Precast Concrete Flared End Section w/Grate 66" | 1    | EACH | \$8,000.00  | \$8,000.00          |
| 14                                                  | 5' Type 'R' Inlet                               | 8    | EACH | \$8,900.00  | \$71,200.00         |
| 15                                                  | 10' Type 'R' Inlet                              | 4    | EACH | \$12,500.00 | \$50,000.00         |
| 16                                                  | Manhole                                         | 6    | EACH | \$6,084.00  | \$36,504.00         |
| 17                                                  | Trickle Channel                                 | 500  | LF   | \$60.00     | \$30,000.00         |
| 18                                                  | Forebay                                         | 1    | EACH | \$25,000.00 | \$25,000.00         |
| 19                                                  | Initial Surge Area                              | 1    | EACH | \$15,000.00 | \$15,000.00         |
| 20                                                  | Pond Outlet Structure                           | 1    | EACH | \$60,000.00 | \$60,000.00         |
| 21                                                  | Culvert Protection                              | 1    | EACH | \$400.00    | \$400.00            |
| <b>SUBTOTAL C - STORM AND DRAINAGE IMPROVEMENTS</b> |                                                 |      |      |             | <b>\$527,374.00</b> |
| <b>TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS</b> |                                                 |      |      |             | <b>\$999,874.00</b> |

|                                                  |                                   |        |      |             |                       |
|--------------------------------------------------|-----------------------------------|--------|------|-------------|-----------------------|
| <b>SCHEDULE III - ROADWAY IMPROVEMENTS</b>       |                                   |        |      |             |                       |
| 1                                                | Subgrade Preparation              | 51900  | SY   | \$4.00      | \$207,600.00          |
| 2                                                | Aggregate Base Course - 6.0"      | 36200  | SY   | \$18.00     | \$651,600.00          |
| 3                                                | Asphalt Concrete Surface - 5.0"   | 36200  | SY   | \$45.00     | \$1,629,000.00        |
| 4                                                | 30" Curb & Gutter                 | 10100  | LF   | \$35.00     | \$353,500.00          |
| 5                                                | 18" Curb & Gutter                 | 12500  | LF   | \$20.00     | \$250,000.00          |
| 6                                                | PCC Sidewalk - 6" with Subbase    | 55900  | SF   | \$8.00      | \$447,200.00          |
| 7                                                | Signage and Striping              | 1      | LS   | \$80,000.00 | \$80,000.00           |
| 8                                                | Street Light                      | 18     | EACH | \$15,000.00 | \$270,000.00          |
| 9                                                | 8' Crossspan                      | 6      | EACH | \$8,000.00  | \$48,000.00           |
| 10                                               | Sawcut                            | 302.95 | LF   | \$3.50      | \$1,060.33            |
| 11                                               | Concrete Median                   | 67500  | SF   | \$7.00      | \$472,500.00          |
| 12                                               | Pavement Removal                  | 1000   | SY   | \$15.00     | \$15,000.00           |
| 13                                               | Sanitary Manhole Frame Adjustment | 10     | EACH | \$500.00    | \$5,000.00            |
| 14                                               | Valve Box Adjustment              | 1      | EACH | \$500.00    | \$500.00              |
| 15                                               | Storm Sewer Removal               | 50     | LF   | \$30.00     | \$1,500.00            |
| <b>TOTAL SCHEDULE III - ROADWAY IMPROVEMENTS</b> |                                   |        |      |             | <b>\$4,432,460.33</b> |

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|                                              |                       |
|----------------------------------------------|-----------------------|
| <b>TOTAL SCHEDULE I-II</b>                   | <b>\$6,976,810.33</b> |
| <b>MOBILIZATION @ 5%</b>                     | <b>\$348,840.52</b>   |
| <b>SURVEYING @ 5%</b>                        | <b>\$348,840.52</b>   |
| <b>CONSTRUCTION MANAGEMENT/TESTING @ 12%</b> | <b>\$837,217.24</b>   |
| <b>CONTINGENCY @ 15%</b>                     | <b>\$1,046,521.55</b> |
| <b>TOTAL</b>                                 | <b>\$9,558,230.15</b> |

Prepared By: Manhard Consulting, Ltd.  
7600 E Orchard Road, Suite 150-N  
Greenwood Village, Colorado 80111

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

**EXHIBIT E**  
Disclosure Notice

## Special District Disclosure

**ATTENTION HOMEBUYER:** You are purchasing a home that is located within **Vistas at Saddleback Metropolitan District Nos. 1-3** (the “Districts”). The Districts have the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the Districts for debt repayment and ongoing operations and maintenance.

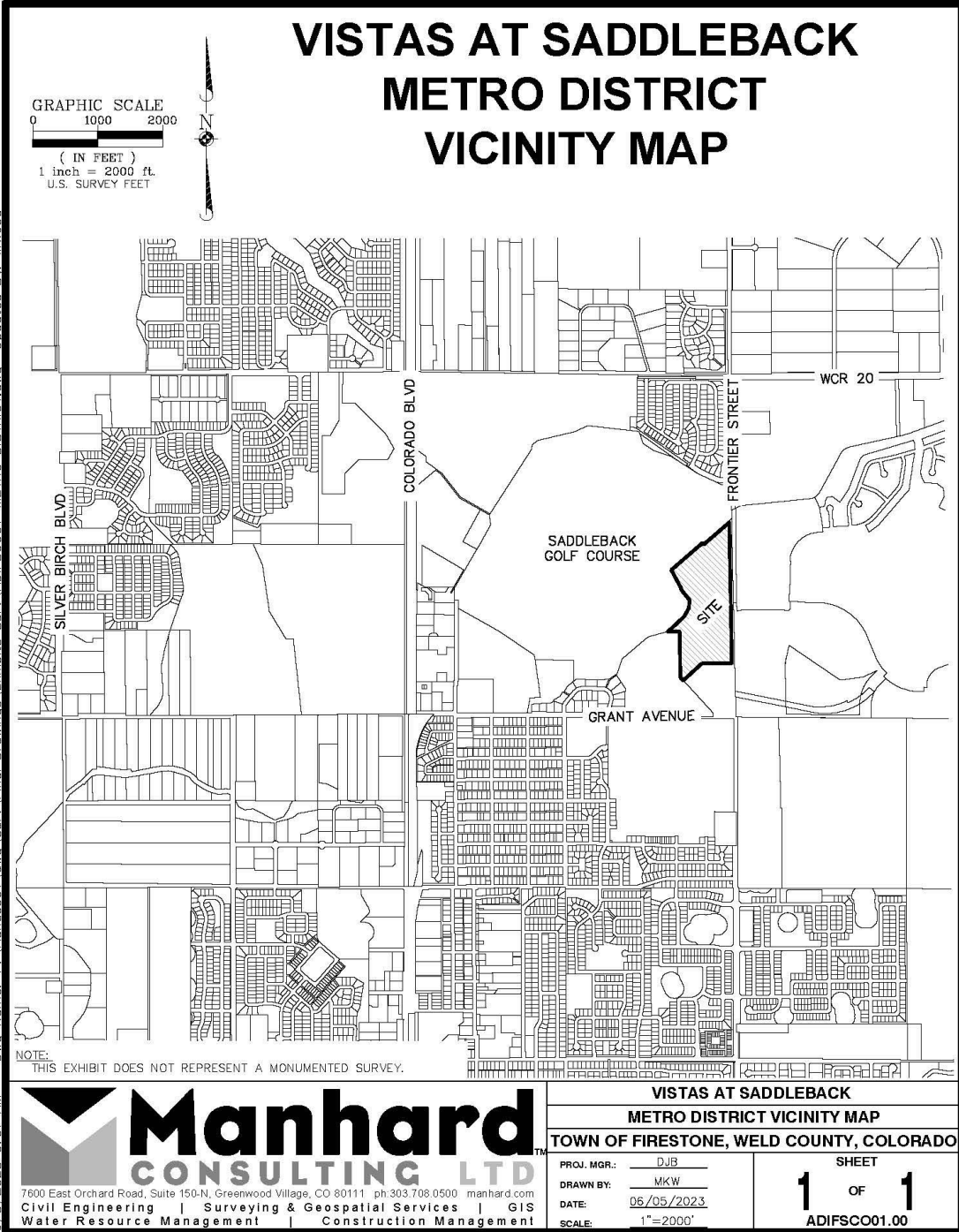
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|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of District:                 | Vistas at Saddleback Metropolitan District Nos. 1-3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Contact Information for District: | c/o White Bear Ankele Tanaka & Waldron<br>2154 E. Commons Ave, Suite 2000<br>Centennial, CO 80122                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| District Website:                 | <a href="http://www.sdaco.com">www.sdaco.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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 District:          | <p>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 Vistas at Saddleback project located in the Town of Firestone, Colorado (the "Town") and described further in the Districts’ Consolidated Service Plan.</p> <p>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.</p> <p>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 Consolidated Service Plan.</p> <p>A copy of the Districts’ Consolidated Service Plan can be found on the Districts’ website or by contacting the Districts at the Districts’ contact information above.</p> |

|                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Owners Associations:                                                                                                                                          | Certain services may be provided within the Districts by one or more property owner associations organized as Colorado nonprofit 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, Operating Mill Levy, and Town O&M Mill Levy.<br><br>These mill levies result in taxes you will owe to the Districts and are described further below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Districts' Total Debt Issuance Authorized per the Districts' Consolidated Service Plan:                                                                       | \$23,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| District Improvements Financed by Debt:                                                                                                                       | The Districts intend to issue or have already issued debt to pay for all improvements described in the Districts' Consolidated Service Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Maximum Debt Mill Levy that may be levied annually on properties within the Districts to pay back debt:                                                       | Maximum Debt Mill Levy: 55.000 Mills<br><br>This Mill Levy may fluctuate based on changes in assessment rates. At such time as the total amount of aggregate Debt of a district is equal to or less than fifty percent (50%) of that district's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of that district's then assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt-to-assessed-value ratio. |
| Ongoing Operations and Maintenance Services of the Districts:                                                                                                 | The Districts intend to impose an Operations and Maintenance Mill Levy to pay for ongoing administration, operation, and maintenance obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Maximum Operating Mill Levy that may be levied annually on properties within the Districts to pay for the ongoing operations and maintenance described above. | Maximum Operating Mill Levy: 55 Mills until such time a district issues Debt. After that district issues debt, the Maximum Operation and Maintenance Mill Levy shall be 10 Mills, subject to the Mill Levy Adjustment.<br><br>This Mill Levy may fluctuate based on changes to residential assessment rates.<br><br>The Operating Mill Levy is distinct from the Debt Mill Levy taxes and cannot be used to repay Debt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | The Maximum Operation and Maintenance Mill Levy shall apply to the Districts' ability to increase their mill levies 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 a district's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost. |
| Maximum Town O&M Mill Levy that is required to be levied annually on properties within the 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, and facilities furnished by the Districts; 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 Districts.                                                                                                                                                                                            |
| Other Taxing Entities to which you will pay taxes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| ** This information is based upon the property taxes levied on property within the Districts imposed in 2023 for collection in 2024 and is intended only to provide approximations of the total overlapping mill levies within the Districts. 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.                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Sample Calculation of Taxes Owed for a Residential Property within the Districts:</p> <p>Assumptions:<br/> Average market value of home in the District is \$500,000<br/> Debt Mill Levy is 55 mills<br/> Operating Mill Levy is 10 mills<br/> Town O&amp;M Mill Levy is 3 mills<br/> Total Metropolitan District mill levies = 68 mills<br/> Calculation of Metropolitan District Taxes:<br/> \$500,000 x .06765 = \$33,825 (Assessed Valuation)<br/> \$33,825 x .068 mills = \$2,300 per year in taxes<br/> Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes<br/> TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$ _____ = \$ _____</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



Dwg Name: P:\adifsc01\dwg\Surf\Final Drawings\Exhibits Sur\ADIFSC001-METRO DISTRICT.dwg Updated By: MWood  
6/5/2023 9:01 AM



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.

## Manhard

CONSULTING LTD

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

| VISTAS AT SADDLEBACK                     |                      |
|------------------------------------------|----------------------|
| METRO DISTRICT VICINITY MAP              |                      |
| TOWN OF FIRESTONE, WELD COUNTY, COLORADO |                      |
| PROJ. MGR.: <u>DJB</u>                   | SHEET                |
| DRAWN BY: <u>MKW</u>                     | <b>1</b> OF <b>1</b> |
| DATE: <u>06/05/2023</u>                  | ADIFSC001.00         |
| SCALE: <u>1"=2000'</u>                   |                      |

**EXHIBIT F**  
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF FIRESTONE, COLORADO AND  
VISTAS AT SADDLEBACK METROPOLITAN DISTRICT NOS. 1-3**

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 VISTAS AT SADDLEBACK METROPOLITAN DISTRICT NOS. 1-3, 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’ Consolidated 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 preliminary 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. Operations and Maintenance. The Districts shall dedicate the Public 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-five (55) 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 fifty-five (55) 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 \$23,000,000. 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 exceed

the principal amount originally issued, in which case the difference shall count against the Total Debt Limit. At no time during their 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 under the Town Code, 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 30<sup>th</sup> 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  
                     151 Grant Ave.  
                     Firestone, Colorado 80102  
                     Attention: Town Manager

To Districts: Vistas at Saddleback Metropolitan District Nos. 1-3  
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, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.
- e. Execution of Documents. This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original.
- f. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- g. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.
- h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be

in the District Court in and for Weld County.

- i. Inurement. Each of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.
- k. No Third-party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
- l. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and this Agreement, which agreement serves to supplement the Service Plan and, along with the Service Plan, constitutes the entire agreement between the Parties concerning the subject matter hereof. Any previous intergovernmental agreements between the Parties concerning the subject matter hereof are superseded by this Agreement.

*Remainder of page intentionally 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:

VISTAS AT SADDLEBACK  
METROPOLITAN DISTRICT NOS. 1-3

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

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

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IN RE THE ORGANIZATION OF VISTAS AT SADDLEBACK METROPOLITAN  
DISTRICT NOS. 1-3, TOWN OF FIRESTONE, 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 Vistas at Saddleback, LLC (the “Petitioners”) for the Vistas at Saddleback Metropolitan District Nos. 1-3 (the “Districts”), do hereby certify as follows:

1. That the Board of Trustees of the Town of Firestone (the “Board of Trustees”) set a public hearing for August 23, 2023 at 6:30 p.m. at 9900 Park Avenue, Firestone, Colorado 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 August 2, 2023, to the Petitioners and 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 A** and incorporated herein by this reference, was published on August 2 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 C** and incorporated herein by this reference;
4. That, pursuant to § 32-1-204(1.5), 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 sent by U.S. mail on August 2, 2023 (which date is no more than thirty days nor less than twenty days prior to the Hearing), to 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 B** and incorporated herein by this reference; 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 A** and incorporated herein by this reference, was provided by U.S. mail on August 2, 2023 to the Division of Local Government.

Signed this 17<sup>th</sup> day of August, 2023.

By:   
Emilee D. Hansen

**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)**

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## NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

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IN RE THE ORGANIZATION OF VISTAS AT SADDLEBACK METROPOLITAN DISTRICT NOS. 1-3, TOWN OF FIRESTONE, STATE OF COLORADO

---

NOTICE IS HEREBY GIVEN that a Consolidated Service Plan (the “Service Plan”) for the proposed Vistas at Saddleback Metropolitan District Nos. 1-3 (each a “District”) has been filed with the Town of Firestone Town Clerk.

Pursuant to § 32-1-204.5, C.R.S., a public hearing on the Service Plan will be held by the Board of Trustees of the Town of Firestone (the “Board of Trustees”) on August 23, 2023, at 6:30 p.m., at 9900 Park Avenue, Firestone, Colorado 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: a parcel of land located west of Weld County Road 15 (Frontier Street), east of Colorado Blvd., north of Weld County Road 18 (Grant Avenue), and south of Weld County Road 20.

BY ORDER OF THE BOARD OF  
TRUSTEES OF THE TOWN OF FIRESTONE

Published In: *Longmont Times Call*

Published On: August 2, 2023

**EXHIBIT B**  
**TO CERTIFICATE OF MAILING AND PUBLICATION OF**  
**NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN**  
**(Mailing List)**

### **3-MILE RADIUS & OVERLAPPING ENTITIES**

AIMS JUNIOR COLLEGE  
PO BOX 69  
GREELEY, CO 80632

BIGHORN URBAN RENEWAL AUTHORITY  
PO BOX 100  
C/O TOWN OF FIRESTONE  
FIRESTONE, CO 80520

CARBON VALLEY PARK & REC  
701 FIFTH STREET  
FREDERICK, CO 80530

CARRIAGE HILLS METRO DISTRICT  
2619 CANTON COURT, SUITE A  
C/O CENTENNIAL CONSULTING GROUP, LLC  
FORT COLLINS, CO 80525

CENTRAL COLORADO WATER (CCW)  
3209 WEST 28TH STREET  
GREELEY, CO 80634

CENTRAL COLORADO WATER SUBDISTRICT (CCS)  
3209 WEST 28TH STREET  
GREELEY, CO 80634

CENTRAL FIRESTONE URA (CFURA)  
9950 PARK AVENUE  
FIRESTONE, CO 80504

CENTRAL WELD COUNTY WATER (CWC)  
2235 SECOND AVENUE  
GREELEY, CO 80631

CLEARVIEW VILLAGES METRO DISTRICT  
1700 LINCOLN STREET, SUITE 2000  
C/O SPENCER FANE LLP  
DENVER, CO 80203

COTTONWOOD HOLLOW COMMERCIAL METRO  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

COTTONWOOD HOLLOW RESIDENTIAL METRO  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

DACONO II URBAN RENEWAL AUTHORITY  
512 CHERRY AVENUE  
DACONO, CO 80514

TOWN OF DACONO  
512 CHERRY AVENUE  
DACONO, CO 80514

DACONO URBAN RENEWAL AUTHORITY  
512 CHERRY AVENUE  
DACONO, CO 80514

DENMORE METROPOLITAN DISTRICT NOS. 1-5  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

EAGLE BUSINESS PARK URBAN RENEWAL AUTHORITY  
401 LOCUST ST.  
FREDERICK, CO 80530

TOWN OF FIRESTONE  
PO BOX 100  
FIRESTONE, CO 80520

CITY OF FORT LUPTON  
130 S. MCKINLEY AVE.  
FORT LUPTON, CO 80621

FORT LUPTON FIRE  
1121 DENVER AVENUE  
FORT LUPTON, CO 80621

FREDERICK METRO DISTRICT  
PO BOX 435  
FREDERICK, CO 80530

TOWN OF FREDERICK  
PO BOX 435  
FREDERICK, CO 80530

FREDERICK-FIRESTONE FIRE  
P.O. BOX 129  
FREDERICK, CO 80530

GATEWAY TO FREDERICK MD NOS. 1-6  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

GODDING HOLLOW METRO DISTRICT  
MCGEADY BECHER P.C.  
450 E. 17TH AVE., SUITE 400  
DENVER, CO 80203-1214

GREENS METRO DISTRICT  
9227 E LINCOLN AVENUE, STE 200  
C/O FROMM & COMPANY, LLC  
LONE TREE, CO 80124



HIDDEN CREEK METRO DISTRICT  
390 E CRESCENT PARKWAY, STE 300  
C/O CLIFTONLARSONALLEN LLP  
GREENWOOD VILLAGE, CO 80111

HIGH PLAINS LIBRARY  
2650 W. 29<sup>TH</sup> STREET  
GREELEY, CO 80631

HOMESTEAD RANCH METRO DISTRICT 4  
1700 LINCOLN STREET, SUITE 2000  
C/O SPENCER FANE, LLP  
DENVER, CO 80203-4554

LEFT HAND WATER  
6800 NIMBUS ROAD  
LONGMONT, CO 80503

LONGMONT CONSERVATION  
9595 NELSON ROAD  
BOX D  
LONGMONT, CO 80501

MAPLE RIDGE METRO DISTRICT  
7400 EAST ORCHARD ROAD, SUITE 3300  
C/O SETER & VANDER WALL, P.C.  
GREENWOOD VILLAGE, CO 80111

MARKETPLACE METRO DISTRICT  
2619 CANTON COURT, SUITE A  
C/O CENTENNIAL CONSULTING GROUP, LLC  
FORT COLLINS, CO 80525

MEADOWLARK BUSINESS PARK URBAN RENEWAL (MLURA)  
401 LOCUST ST.  
FREDERICK, CO 80530

MESA RIDGE METRO DISTRICT  
4725 SOUTH MONACO STREET, SUITE 360  
C/O ICENOGLE SEAVER POGUE, P.C.  
DENVER, CO 80237

MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON, P.C.  
CENTENNIAL, CO 80122-1880

MINER'S VILLAGE URBAN RENEWAL (MVURA)  
401 LOCUST ST.  
FREDERICK, CO 80530

MOUNTAIN SHADOWS METRO DISTRICT  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

MOUNTAIN VIEW FIRE PROTECTION DISTRICT  
3561 N STAGECOACH ROAD  
LONGMONT, CO 80504

NEIGHBORS POINT METRO DISTRICT  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

NORTHERN COLORADO WATER (NCW)  
220 WATER AVENUE  
BERTHOUD, CO 80513-9245

NORTHERN FIRESTONE URBAN RENEWAL (NFURA)  
9950 PARK AVENUE  
FIRESTONE, CO 80504

NP125 METRO DISTRICT  
1700 LINCOLN STREET, STE 2000  
C/O SPENCER FANE LLP  
DENVER, CO 80203-4554

PINNACLE FARMS METRO DISTRICT  
1700 LINCOLN STREET, STE 2000  
C/O SPENCER FANE, LLP  
DENVER, CO 80203

PLATTE VALLEY CONSERVATION  
57 W BROMLEY LAND  
BRIGHTON, CO 80601

PLATTEVILLE-GILCREST FIRE  
PO BOX 407  
PLATTEVILLE, CO 80651-0407

PROSPERITY METRO DISTRICT  
7400 EAST ORCHARD ROAD, SUITE 3300  
C/O SETER & VANDER WALL, P.C.  
GREENWOOD VILLAGE, CO 80111

RIDGE LANDS METRO DISTRICT  
4725 SOUTH MONACO STREET, SUITE 360  
C/O ICENOGLE SEAVER POGUE, P.C.  
DENVER, CO 80237

SCHOOL DIST RE1-GILCREST  
14827 W.C.R. 42  
GILCREST, CO 80623

SCHOOL DIST RE1J-LONGMONT  
395 SOUTH PRATT PARKWAY  
LONGMONT, CO 80501

SCHOOL DIST RE8-FORT LUPTON  
200 S. FULTON AVENUE  
FORT LUPTON, CO 80621

SILVERSTONE METRO DISTRICT NOS. 1-3  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

SKYVIEW MEADOWS METRO DISTRICT  
2154 EAST COMMONS AVENUE, SUITE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

SOUTHERN FIRESTONE URBAN RENEWAL (SFURA)  
9950 PARK AVENUE  
FIRESTONE, CO 80504

SPRINGS METRO DISTRICT  
1641 CALIFORNIA STREET, SUITE 300  
C/O MILLER & ASSOCIATES  
DENVER, CO 80202

SPRINGS SOUTH METRO DISTRICT  
1641 CALIFORNIA STREET, SUITE 300  
C/O MILLER & ASSOCIATES  
DENVER, CO 80202

ST VRAIN & LEFT HAND WATER (SVW)  
1715 IRON HORSE DRIVE #250  
LONGMONT, CO 80501

ST VRAIN SANITATION  
11307 BUSINESS PARK CIRCLE  
FIRESTONE, CO 80504

STONERIDGE METRO DISTRICT  
7995 E PRENTICE AVENUE, STE 103E  
C/O COMMUNITY RESOURCE SERVICES OF COLORADO, LLC  
GREENWOOD VILLAGE, CO 80111

VILLAGE EAST COMMUNITY METRO DISTRICT  
2619 CANTON COURT, SUITE A  
C/O CENTENNIAL CONSULTING GROUP, LLC  
FORT COLLINS, CO 80525

WELD COUNTY  
BOARD OF COUNTY COMMISSIONERS  
1150 O STREET  
PO BOX 758  
GREELEY, CO 80631

WESTVIEW METRO DISTRICT  
2154 E COMMONS AVENUE, STE 2000  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
CENTENNIAL, CO 80122

WILDFLOWER METRO DISTRICT NO. 2  
200 W HAMPDEN AVENUE, STE 201  
C/O VINTAGE HOMES AND LAND LLC  
ENGLEWOOD, CO 80110-2407

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DIVISION OF LOCAL GOVERNMENT  
1313 SHERMAN ST, STE 521  
DENVER, CO 80203

**PETITIONER(S)/PROPERTY OWNER(S)**

VISTAS AT SADDLEBACK, LLC  
1732 CRESTVIEW DR.  
DURANGO, CO 81301

**EXHIBIT C**  
**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 VISTAS AT SADDLEBACK METROPOLITAN DISTRICT NOS. 1-3, TOWN OF FIRESTONE, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that a Consolidated Service Plan (the "Service Plan") for the proposed Vistas at Saddleback Metropolitan District Nos. 1-3 (each a "District") has been filed with the Town of Firestone Town Clerk.

Pursuant to § 32-1-204.5, C.R.S., a public hearing on the Service Plan will be held by the Board of Trustees of the Town of Firestone (the "Board of Trustees") on August 23, 2023, at 6:30 p.m., at 9900 Park Avenue, Firestone, Colorado 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: a parcel of land located west of Weld County Road 15 (Frontier Street), east of Colorado Blvd., north of Weld County Road 18 (Grant Avenue), and south of Weld County Road 20.

BY ORDER OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE

Published: Longmont Times Call August 2, 2023-1993437

**Prairie Mountain Media, LLC**

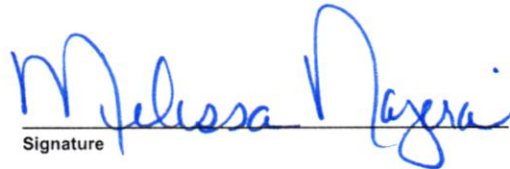
**PUBLISHER'S AFFIDAVIT**

**County of Boulder  
State of Colorado**

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

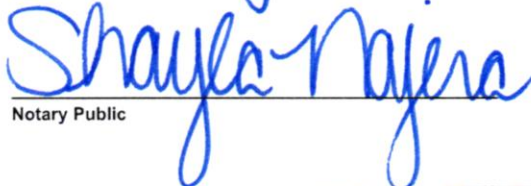
1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets 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):

Aug 2, 2023

  
Signature

Subscribed and sworn to me before me this

2nd day of August, 2023

  
Notary Public

(SEAL)

SHAYLA NAJERA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174031965  
MY COMMISSION EXPIRES July 31, 2025

Account: 1051175  
Ad Number: 1993437  
Fee: \$29.87

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a

Discussion/Action

Meeting Date: August 23, 2023

Initiated By: Pam Howard

Dept: Planning & Development

#### AGENDA TITLE

**Resolution 23-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF SABLE AVE, ¼ MILE WEST OF BIRCH STREET, AND ½ MILE EAST OF EAST I-25 FRONTAGE ROAD

#### RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-83.

#### SUMMARY

On March 22, 2023, the Board of Trustees approved Resolution 23-31, approving the Cottonwood Hollow Filing 4A Final Plat. Per Section 3 of the Resolution, approval of the Filing is subject to and contingent upon compliance with the conditions outlined in Section 3.

The applicant requests a one hundred and twenty (120) day extension to comply with these conditions.

#### FINANCIAL CONSIDERATIONS

n/a

#### HISTORY AND PREVIOUS BOARD ACTION

On March 22, 2023, the Board of Trustees approved Resolution 23-31, a resolution approving the Cottonwood Hollow Filing 4A Final Plat.

#### ATTACHMENTS

1. Resolution 23-83
2. Cottonwood Hollow Filing 4A Final Plat
3. 23-31 Approving Final Subdivision Plat & Accepting Property Interest Dedicated by Final PLat Cottonwood Hollow F 4A 03-22-2023

## **RESOLUTION NO. 23-83**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF SABLE AVE, ¼ MILE WEST OF BIRCH STREET, AND ½ MILE EAST OF EAST I-25 FRONTAGE ROAD**

**WHEREAS**, the Board of Trustees, by duly-adopted Resolution No. 23-31, dated March 22, 2023, approved the Cottonwood Hollow Filing 4A Final Plat (the “Final Plat”), submitted by Cottonwood Colorado Residential LLC (“Applicant”), as owner of certain real property located on the south side of Sable Ave, ¼ mile west of Birch Street, and ½ mile east of East I-25 Frontage Road (the “Property”); and

**WHEREAS**, Applicant has requested that the Board of Trustees extend the date of approval of the Final Plat for a period of one hundred and twenty (120) days to January 16, 2024; and

**WHEREAS**, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny an extension of time.

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

Section 1. The Board of Trustees hereby approves a one hundred and twenty (120) day extension for the Cottonwood Hollow Filing 4A Final Plat to January 16, 2024, subject to the following conditions:

(a) All conditions of the original Cottonwood Hollow Filing 4A Final Plat approval from March 22, 2023, as set out in Resolution No. 23-31, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by January 16, 2024, the Cottonwood Hollow Filing 4A Final Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Cottonwood Hollow Filing 4A Final Plat, and the extension thereof, as provided by Resolution No. 23-31 and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.



**PASSED AND ADOPTED** this \_\_\_\_ day of August, 2023.

\_\_\_\_\_  
Drew Alan Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

**EXHIBIT A**  
**Cottonwood Hollow Filing 4A Final Plat**

# COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021

## OWNERSHIP AND DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT THE UNDERSIGNED, COTTONWOOD COLORADO RESIDENTIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY AND COTTONWOOD COLORADO RESIDENTIAL V, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

## LEGAL DESCRIPTION

A parcel of land situated in the West half of the northeast quarter of Section 14, Township 2 North, Range 68 West of the Sixth Principal Meridian, Town of Firestone, County of Weld, State of Colorado, and being more particularly described as follows:

Commence at the northeast corner of the West half of the northeast quarter of said Section 14; thence along the East line of the West half of said northeast quarter of Section 14, South 00° 19' 08" East for 30.00 feet to a point on the South right of way line of Sable Avenue, as described within Book 86, Page 273 of the public records of Weld County, Colorado and the POINT OF BEGINNING; thence continue along said East line, South 00° 19' 08" East for 2624.04 feet to the southeast corner of said West half of the northeast quarter of Section 14; thence leaving said East line, run along the South line of said West half of the northeast quarter of Section 14, South 89° 54' 18" West for 708.83 feet to the southeast corner of COTTONWOOD HOLLOW, FILING 1, as recorded by reception number 4485833, of the public records of Weld County, Colorado; thence leaving said South line, run along the easterly subdivision line of said COTTONWOOD HOLLOW, FILING 1 the following seventeen courses, North 05° 54' 58" West for 231.64 feet; thence, North 30° 43' 19" West for 310.05 feet; thence, North 59° 39' 30" West for 73.63 feet; thence, North 78° 48' 55" West for 123.20 feet; thence, North 16° 19' 24" West for 305.08 feet; thence, North 12° 49' 06" West for 504.03 feet; thence, North 26° 10' 16" East for 228.92 feet; thence, North 13° 29' 06" East for 100.66 feet; thence, North 04° 10' 02" West for 187.09 feet; thence, North 77° 58' 15" West for 163.26 feet; thence, North 00° 08' 11" West for 42.50 feet; thence, North 34° 25' 45" East for 345.89 feet; thence, North 70° 26' 45" East for 183.51 feet; thence, North 34° 11' 41" East for 86.45 feet; thence, North 01° 44' 38" East for 127.93 feet; thence, North 42° 35' 14" West for 107.53 feet; thence, North 50° 35' 47" West for 113.92 feet to the southeast corner of TRACT L, of said COTTONWOOD HOLLOW, FILING 1; thence along the East line of said TRACT L, North 00° 03' 42" East for 20.00 feet to the aforementioned South right of way line of Sable Avenue; thence leaving said East line, run along said South right of way line, South 89° 56' 16" East for 1047.20 feet to the POINT OF BEGINNING.

Said parcel of land contains 2,789,410 Square Feet, which equates to 64.036 Acres, more or less.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWN HEREON CONTAINED UNDER THE NAME AND STYLE OF COTTONWOOD HOLLOW, FILING 4A, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES AND LANES AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

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

### OWNER:

COTTONWOOD COLORADO RESIDENTIAL, LLC  
A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

### NOTARY CERTIFICATE:

STATE OF COLORADO )  
                                  ) SS  
COUNTY OF ARAPAHOE )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

### OWNER:

COTTONWOOD COLORADO RESIDENTIAL V, LLC  
A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

### NOTARY CERTIFICATE:

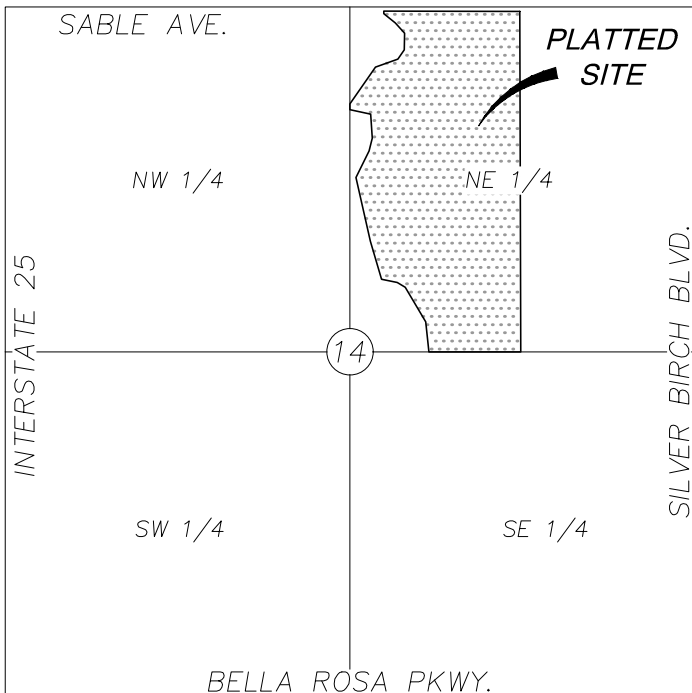
STATE OF COLORADO )  
                                  ) SS  
COUNTY OF ARAPAHOE )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES



SECTION MAP  
SECTION 14-24N-R68W of the Sixth Principal Meridian  
-Not To Scale-

### SHEET INDEX

COVER SHEET..... SHEET 1  
OVERALL BOUNDARY..... SHEET 2  
FINAL PLAT DETAILS..... SHEET 3-8  
CURVE TABLES..... SHEET 9  
EASEMENT DETAIL..... SHEET 10

### OWNER / DEVELOPER

COTTONWOOD COLORADO  
RESIDENTIAL, LLC  
5750 DTC PARKWAY #210  
GREENWOOD VILLAGE, CO 80111  
CONTACT: DON PROVOST  
EMAIL: DGP@ALBDEV.COM

### SURVEYOR

OLSSON, INC  
1525 RALEIGH ST, SUITE 400  
DENVER, CO 80204  
PHONE: 303.237.2072  
CONTACT: ELI J. DONALDSON  
EMAIL:  
EDONALDSON@OLSSON.COM

### NOTES

- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE OVERALL TRACT TO DEVELOP RESIDENTIAL LOTS.
- THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED ZONE "A" FLOODPLAIN PER FEMA FIRM MAP NUMBER 08123C1890E, EFFECTIVE DATE JANUARY 20, 2016.
- THE BASIS OF BEARING ARE GRID AND BASED WITHIN THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE. THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 14, BEING MONUMENTED AT THE WEST END BY A NUMBER 6 REBAR AND 2.5" ALUMINUM DISC WITHIN A RANGE BOX, STAMPED "PERTOLEUM FIELD SURVEYING 2014 PLS 38304" AND MONUMENTED AT THE EAST END BY A NUMBER 6 REBAR AND 3.25" ALUMINUM DISC WITHIN A RANGE BOX, STAMPED "KING SURVEORS INC PEPEK 2006" IS, SOUTH 89° 56' 16" EAST FOR 2618.05 FEET.
- UTILITY EASEMENTS ARE FOR THE USE OF ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION. THESE EASEMENTS ARE LOCATED ON PRIVATE PROPERTY IMMEDIATELY ADJACENT TO BOTH SIDES OF PLATTED ROADWAYS AND LOTS. OTHER UTILITIES SHALL HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, THESE EASEMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE LOCATED AS FOLLOWS:  
FRONT: TEN FEET WIDE, BEING COINCIDENT WITH AND ADJACENT TO THE STREET RIGHTS-OF-WAY.  
REAR: EIGHT FEET WIDE, ALONG ALL PERIMETER LOTS.  
TRACTS: TEN FEET WIDE, ON EACH SIDE.
- THE FLOOD PLAIN LINES CURRENTLY SHOWN ARE BASED ON THE FEMA, FIRM MAP 08123C1890E, DATED 01/20/2016.

### SURVEYOR'S CERTIFICATE

I, ELI J. DONALDSON, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COTTONWOOD HOLLOW, FILING 4A, WAS MADE BY ME OR UNDER MY SUPERVISION ON OR ABOUT .06/01/2021, AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE SURVEY THEREOF.

ON BEHALF OF OLSSON,

ELI J. DONALDSON  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER: 38755

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

### TOWN OF FIRESTONE APPROVAL

THIS IS TO CERTIFY THAT THIS FINAL PLAT FOR COTTONWOOD HOLLOW FILING 4A WAS APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY RESOLUTION NO. \_\_\_\_\_, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

MAYOR \_\_\_\_\_

ATTEST: TOWN CLERK \_\_\_\_\_

|                                        |      |                       |                                                                                                                                               |
|----------------------------------------|------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| REV. NO.                               | DATE | REVISIONS DESCRIPTION | <br>1525 Raleigh Street<br>Suite 400<br>Denver, CO 80204 |
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| REVISIONS                              |      |                       | TEL 303.237.2072    www.olsson.com                                                                                                            |
| SUBDIVISION OF LAND, TOWN OF FIRESTONE |      |                       | APPROVED BY: _____ EJD<br>PROJECT #: _____ 021-02728<br>DATE: _____ 02.20.2023                                                                |

SHEET  
1 OF 10

| TRACT SUMMARY CHART |        |                                                                                |                                                            |             |
|---------------------|--------|--------------------------------------------------------------------------------|------------------------------------------------------------|-------------|
| TRACTS              | AREA   | USE                                                                            | OWNERSHIP                                                  | MAINTENANCE |
| TRACT A             | 0.701  | DRAINAGE, OIL/GAS PIPELINE, UTILITIES, GREEN SPACE                             | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT B             | 2.557  | DRAINAGE, OIL/GAS PIPELINE, OIL/GAS FACILITIES, ACCESS, UTILITIES, GREEN SPACE | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT C             | 0.877  | DRAINAGE TRACT                                                                 | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT D             | 1.880  | GREEN SPACE                                                                    | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT E             | 1.278  | COMMUNITY CENTER                                                               | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT F             | 0.859  | DRAINAGE, OIL/GAS PIPELINE, UTILITIES, GREEN SPACE                             | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT G             | 0.220  | FUTURE DEVELOPMENT                                                             | COTTONWOOD COLORADO RESIDENTIAL LLC                        | CHRM        |
| TRACT H             | 0.333  | GREEN SPACE                                                                    | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT I             | 0.133  | OIL/GAS PIPELINE AND GREEN SPACE                                               | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT J             | 0.804  | FUTURE DEVELOPMENT                                                             | COTTONWOOD COLORADO RESIDENTIAL LLC                        | CHRM        |
| TRACT K             | 1.281  | DRAINAGE TRACT                                                                 | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT L             | 0.068  | GREEN SPACE                                                                    | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT M             | 0.116  | GREEN SPACE                                                                    | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT N             | 0.093  | GREEN SPACE                                                                    | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT O             | 5.457  | DRAINAGE, OIL/GAS PIPELINE, OIL/GAS FACILITIES, ACCESS, UTILITIES, GREEN SPACE | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT P             | 0.575  | OIL/GAS PIPELINE AND GREEN SPACE                                               | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT Q             | 11.440 | FUTURE DEVELOPMENT                                                             | COTTONWOOD COLORADO RESIDENTIAL LLC                        | CHRM        |
| TRACT R             | 6.945  | OIL/GAS FACILITIES                                                             | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT S             | 0.131  | GREEN SPACE                                                                    | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT T             | 0.154  | GREEN SPACE                                                                    | COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM) | CHRM        |
| TRACT U             | 1.435  | FUTURE DEVELOPMENT                                                             | COTTONWOOD COLORADO RESIDENTIAL LLC                        | CHRM        |
| TRACT V             | 0.674  | FUTURE DEVELOPMENT                                                             | COTTONWOOD COLORADO RESIDENTIAL LLC                        | CHRM        |
| TRACT W             | 0.455  | FUTURE DEVELOPMENT                                                             | COTTONWOOD COLORADO RESIDENTIAL LLC                        | CHRM        |



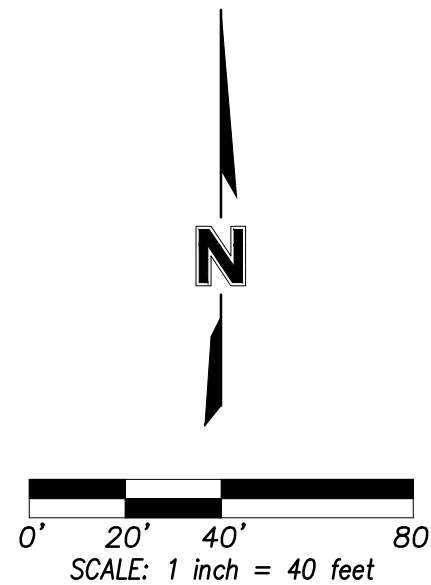
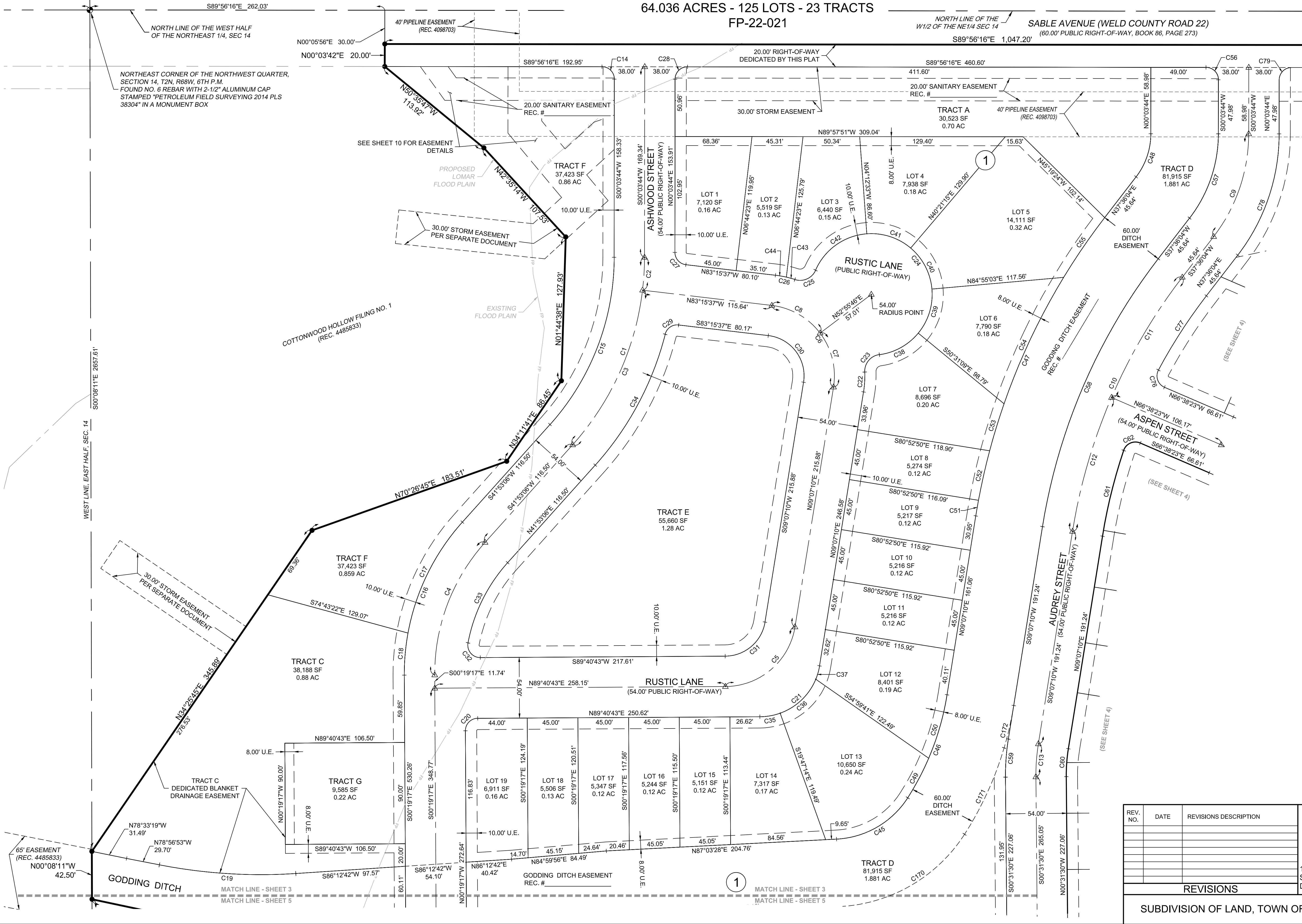
A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021



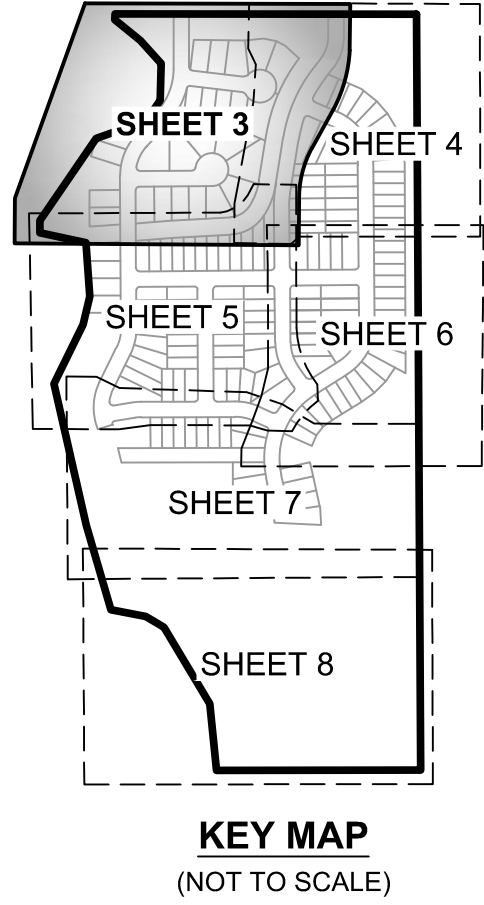


COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021



SEE SHEET 9  
FOR CURVE TABLES



| REV. NO. | DATE | REVISIONS DESCRIPTION |
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REVISIONS

SUBDIVISION OF LAND, TOWN OF FIRESTONE

**olsson**

1525 Raleigh Street  
Suite 400  
Denver, CO 80204  
TEL 303.237.2072 www.olsson.com

APPROVED BY: EJD  
PROJECT #: 021-02726  
DATE: 02.20.2023  
SHEET 3 OF 10



A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF THE WEST HALF, OF THE NE 1/4,  
SECTION 14, T2N, R68W, 6TH P.M.  
- CALCULATED POSITION FROM FOUND  
SECTION CORNER ACCESSORY MONUMENTS  
- SET #6 30" REBAR AND 2.5" ALUMINUM CAP IN RANGE BOX  
"PLS 38755 2023"

– POINT OF BEGINNING

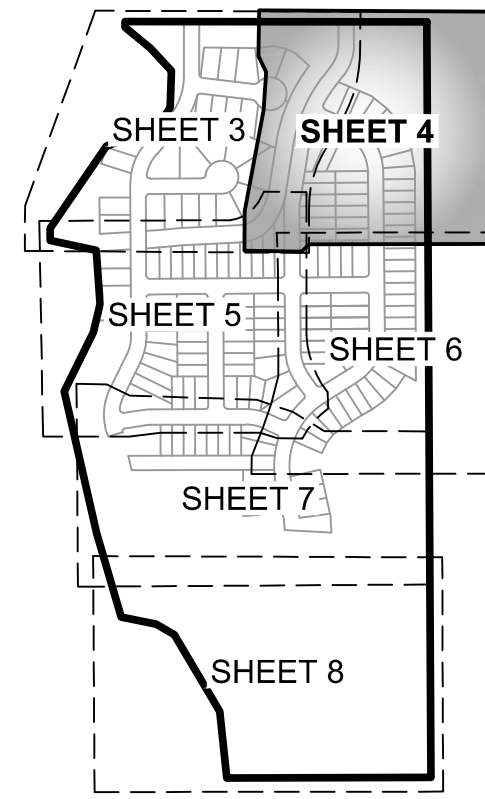
— POINT OF BEGINNING

— S00°19'08"E 20.01'

OWNER: CORINNE R WUERTHNER  
PARCEL NO. 131314000019

OWNER: ROBERT E KONKLE,  
VIVIAN J KONKLE  
PARCEL NO. 131314000043

SEE SHEET 9  
FOR CURVE TABLES



**KEY MAP**  
(NOT TO SCALE)

[illegible]

**olsson**

1525 Raleigh Street  
Suite 400  
Denver, CO 80204

TEL 303.237.2072    [www.olsson.com](http://www.olsson.com)

## REVISIONS

SUBDIVISION OF LAND, TOWN OF FIRESTONE

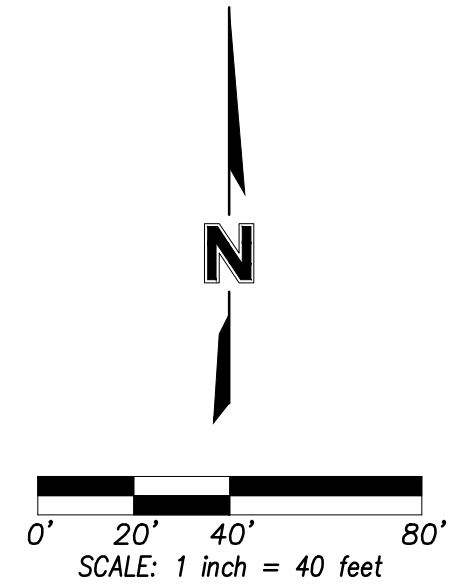
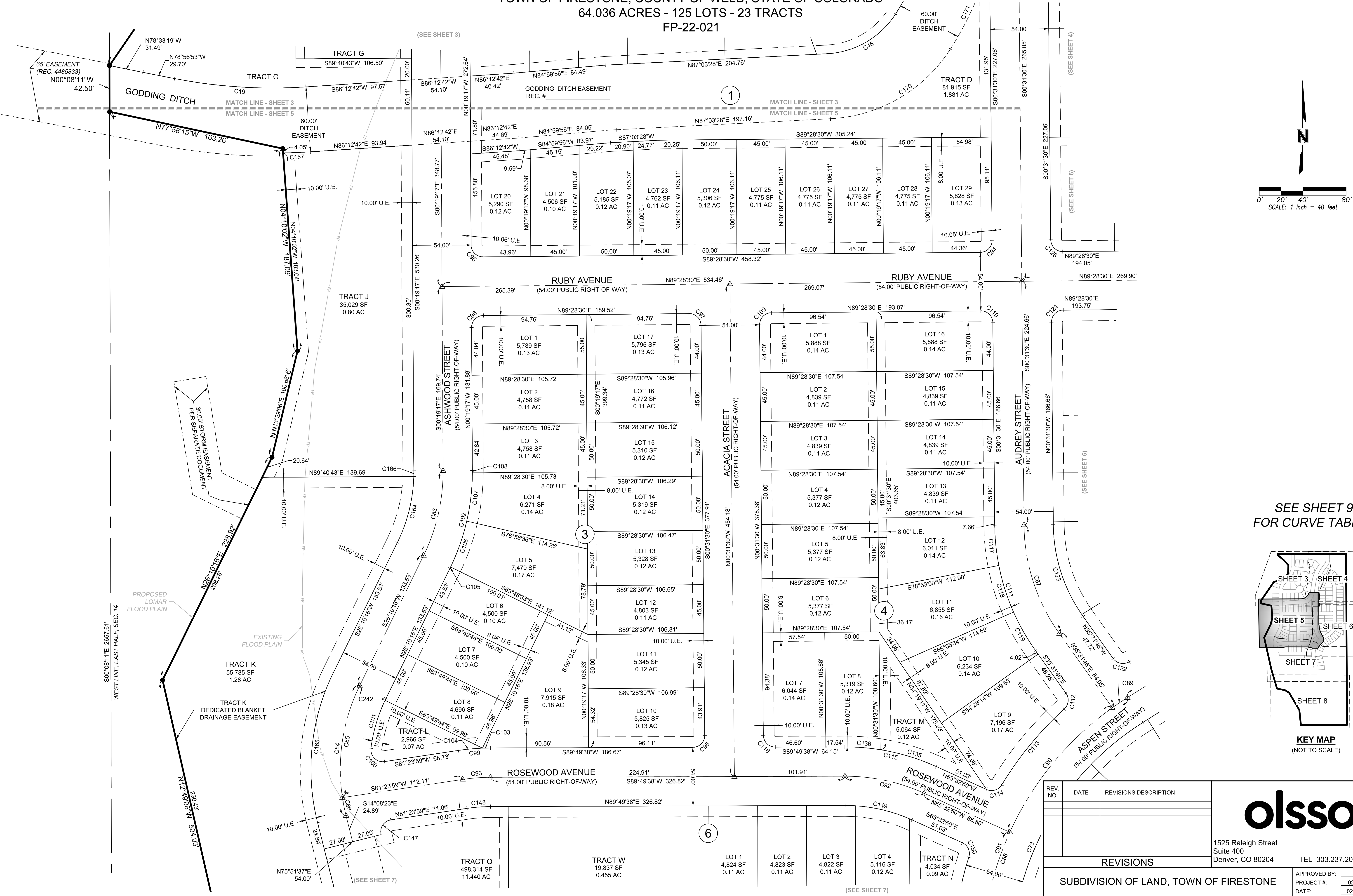
APPROVED BY: EJD  
PROJECT #: 021-02728  
DATE: 02.20.2023

SHEET  
4 OF 10

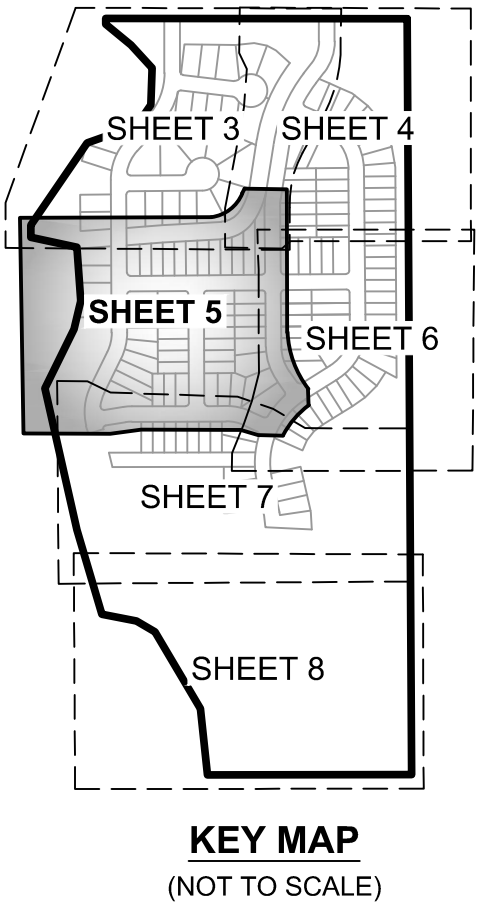


COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021



SEE SHEET 9  
FOR CURVE TABLES



| REV. NO. | DATE | REVISIONS DESCRIPTION |
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REVISIONS

**olsson**

1525 Raleigh Street  
Suite 400  
Denver, CO 80204

TEL 303.237.2072 www.olsson.com

APPROVED BY: EJD  
PROJECT #: 021-02728  
DATE: 02.20.2023

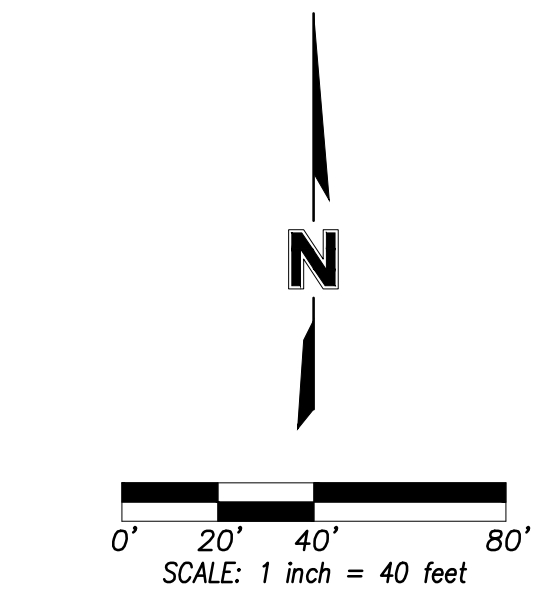
SUBDIVISION OF LAND, TOWN OF FIRESTONE

SHEET  
5 OF 10



A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FP-22-021

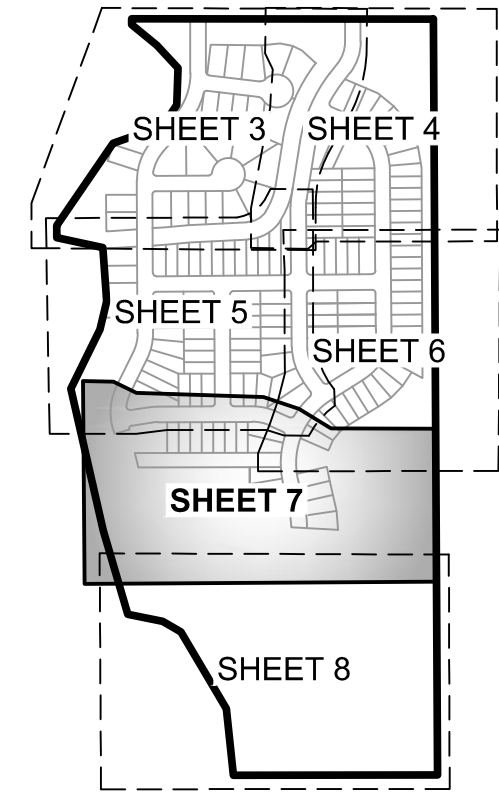


**KEY MAP**  
(NOT TO SCALE)

|                                        |      |                       |                                                                                                                                                                                                                                   |
|----------------------------------------|------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REV.<br>NO.                            | DATE | REVISIONS DESCRIPTION |  <p>1525 Raleigh Street<br/>Suite 400<br/>Denver, CO 80204</p> <p>TEL 303.237.2072    <a href="http://www.olsson.com">www.olsson.com</a></p> |
|                                        |      |                       |                                                                                                                                                                                                                                   |
|                                        |      |                       |                                                                                                                                                                                                                                   |
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|                                        |      |                       |                                                                                                                                                                                                                                   |
|                                        |      |                       |                                                                                                                                                                                                                                   |
| REVISIONS                              |      |                       |                                                                                                                                                                                                                                   |
| SUBDIVISION OF LAND, TOWN OF FIRESTONE |      |                       | APPROVED BY: <u>          EJD          </u><br>PROJECT #: <u>          021-02728          </u><br>DATE: <u>          02.20.2023          </u>                                                                                     |
|                                        |      |                       | SHEET<br>6 OF 10                                                                                                                                                                                                                  |

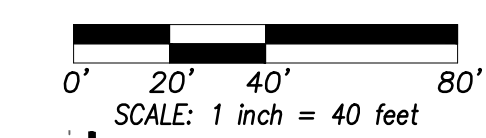
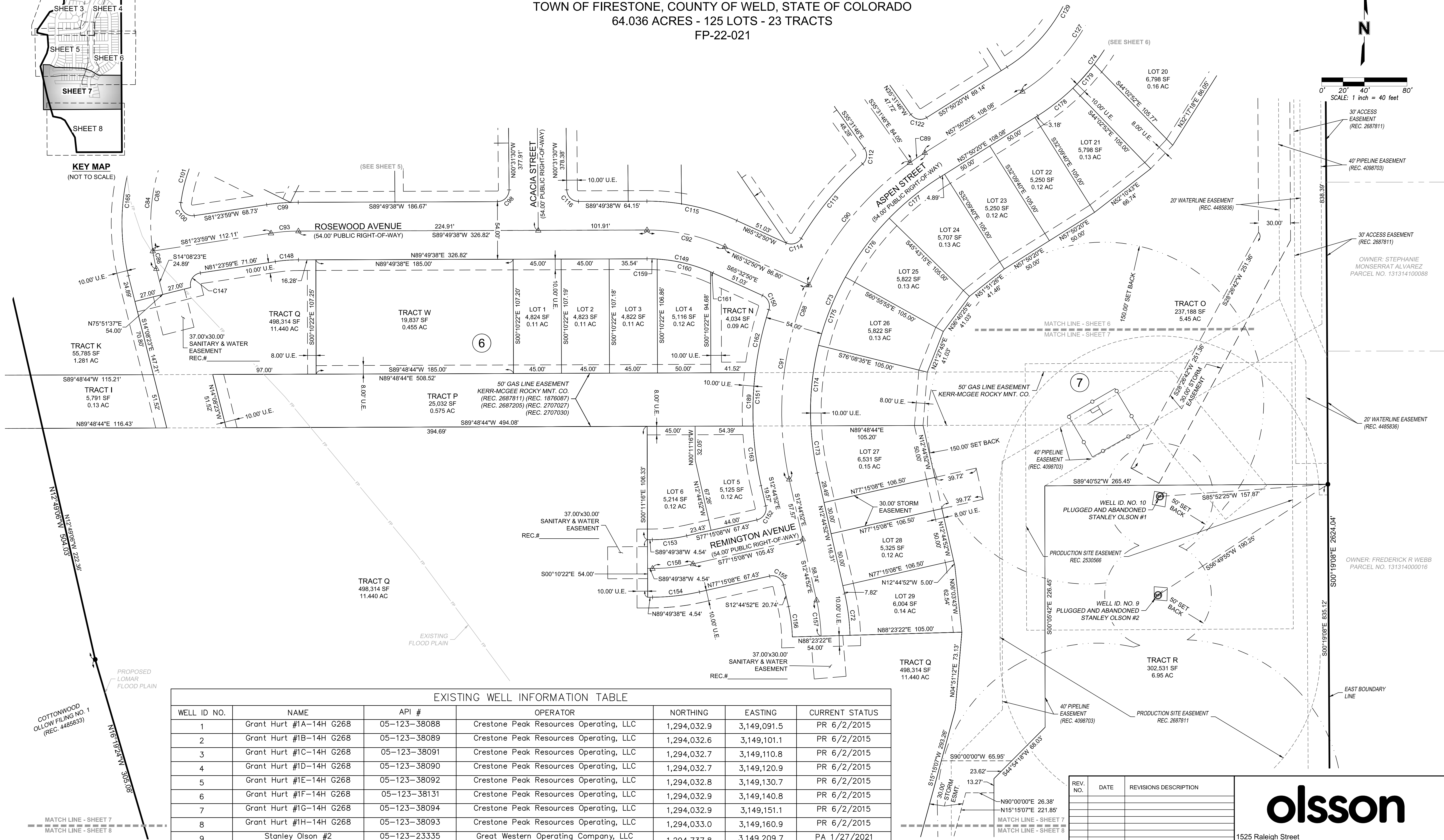


SEE SHEET 9  
FOR CURVE TABLES



KEY MAP  
(NOT TO SCALE)

COTTONWOOD HOLLOW FILING 4A  
A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021



30' ACCESS EASEMENT (REC. 2687811)  
40' PIPELINE EASEMENT (REC. 4088703)  
30' ACCESS EASEMENT (REC. 2687811)  
OWNER: STEPHANIE MONSERRAT ALVAREZ  
PARCEL NO. 131314100088  
20' WATERLINE EASEMENT (REC. 4485836)  
30' ACCESS EASEMENT (REC. 2687811)  
20' WATERLINE EASEMENT (REC. 4485836)

OWNER: FREDERICK R WEBB  
PARCEL NO. 131314000016

EXISTING WELL INFORMATION TABLE

| WELL ID NO. | NAME                    | API #        | OPERATOR                               | NORTHING    | EASTING     | CURRENT STATUS |
|-------------|-------------------------|--------------|----------------------------------------|-------------|-------------|----------------|
| 1           | Grant Hurt #1A-14H G268 | 05-123-38088 | Crestone Peak Resources Operating, LLC | 1,294,032.9 | 3,149,091.5 | PR 6/2/2015    |
| 2           | Grant Hurt #1B-14H G268 | 05-123-38089 | Crestone Peak Resources Operating, LLC | 1,294,032.6 | 3,149,101.1 | PR 6/2/2015    |
| 3           | Grant Hurt #1C-14H G268 | 05-123-38091 | Crestone Peak Resources Operating, LLC | 1,294,032.7 | 3,149,110.8 | PR 6/2/2015    |
| 4           | Grant Hurt #1D-14H G268 | 05-123-38090 | Crestone Peak Resources Operating, LLC | 1,294,032.7 | 3,149,120.9 | PR 6/2/2015    |
| 5           | Grant Hurt #1E-14H G268 | 05-123-38092 | Crestone Peak Resources Operating, LLC | 1,294,032.8 | 3,149,130.7 | PR 6/2/2015    |
| 6           | Grant Hurt #1F-14H G268 | 05-123-38131 | Crestone Peak Resources Operating, LLC | 1,294,032.9 | 3,149,140.8 | PR 6/2/2015    |
| 7           | Grant Hurt #1G-14H G268 | 05-123-38094 | Crestone Peak Resources Operating, LLC | 1,294,032.9 | 3,149,151.1 | PR 6/2/2015    |
| 8           | Grant Hurt #1H-14H G268 | 05-123-38093 | Crestone Peak Resources Operating, LLC | 1,294,033.0 | 3,149,160.9 | PR 6/2/2015    |
| 9           | Stanley Olson #2        | 05-123-23335 | Great Western Operating Company, LLC   | 1,294,737.8 | 3,149,209.7 | PA 1/27/2021   |
| 10          | Stanley Olson #1        | 05-123-10374 | Great Western Operating Company, LLC   | 1,294,830.6 | 3,149,211.5 | PA 10/7/2020   |
| 11          | Olson #1                | 05-123-08994 | Macey & Mershon Oil, Inc               | 1,294,425.2 | 3,148,733.4 | PA 8/3/1977    |

| REV. NO. | DATE | REVISIONS DESCRIPTION |
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SUBDIVISION OF LAND, TOWN OF FIRESTONE

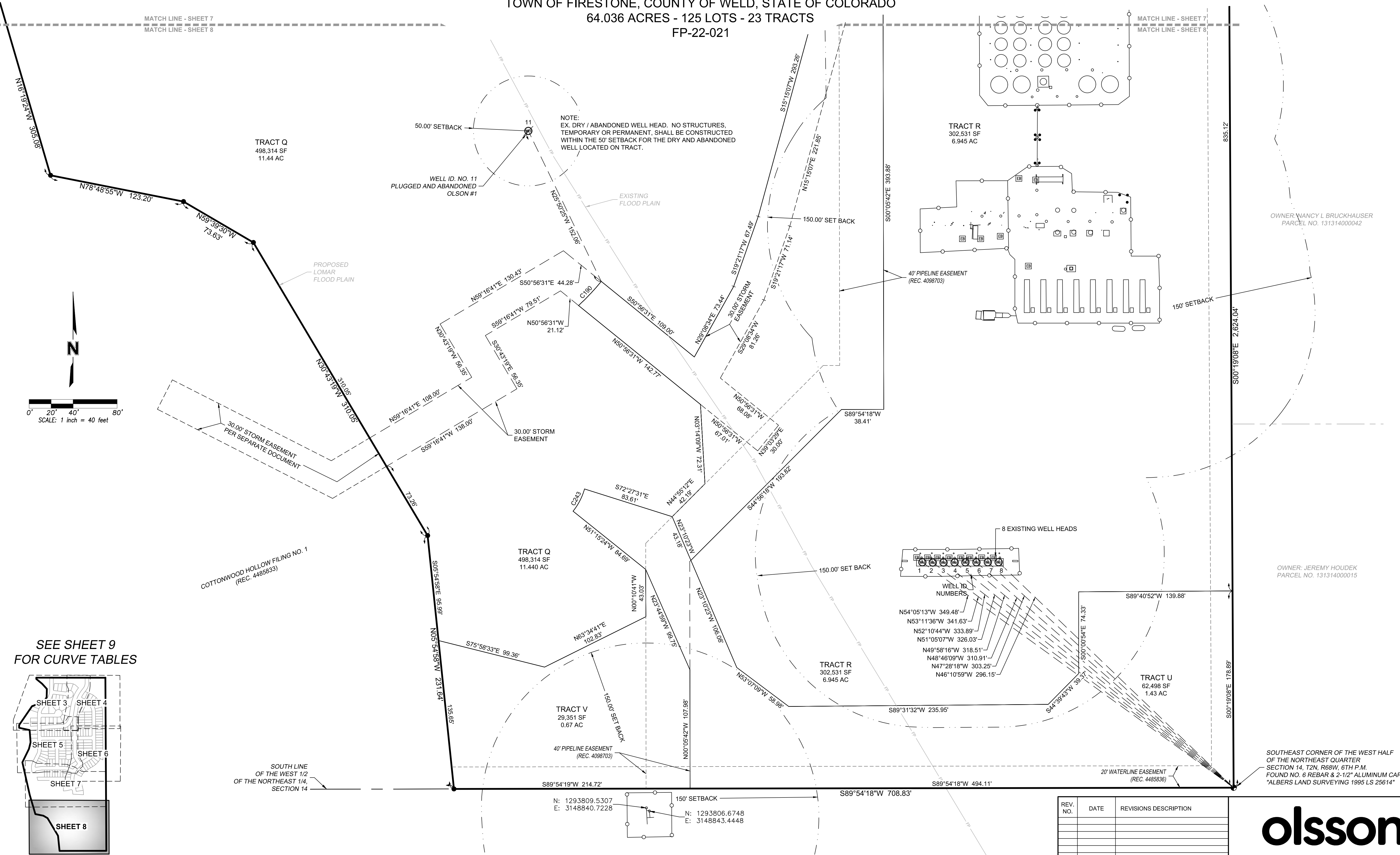
APPROVED BY: EJD  
PROJECT #: 021-02726  
DATE: 02.20.2023

SHEET  
7 OF 10

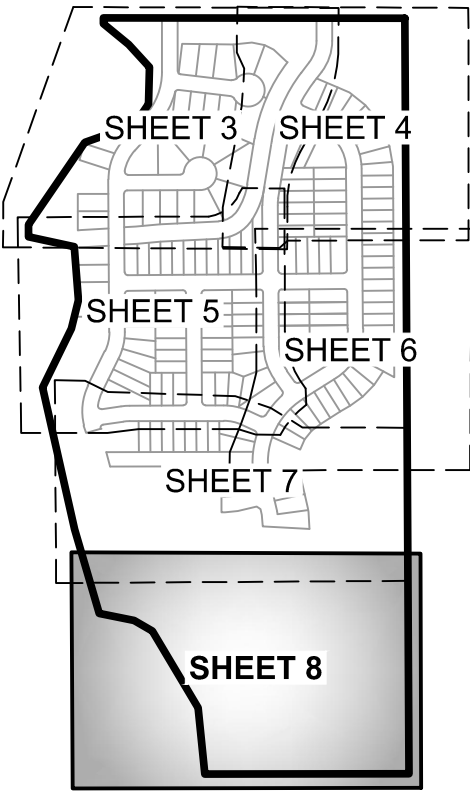


COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021



SEE SHEET 9  
FOR CURVE TABLES



KEY MAP  
(NOT TO SCALE)

| REV. NO. | DATE | REVISIONS DESCRIPTION |
|----------|------|-----------------------|
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REVISIONS

SUBDIVISION OF LAND, TOWN OF FIRESTONE



1525 Raleigh Street  
Suite 400  
Denver, CO 80204

APPROVED BY: EJD  
PROJECT #: 021-02728  
DATE: 02.20.2023

TEL 303.237.2072    www.olsso.com

SHEET  
8 OF 10



COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021

CURVE TABLES

| CURVE DATA |         |            |               |              |         |
|------------|---------|------------|---------------|--------------|---------|
| #          | Radius  | Delta      | Chord Bearing | Chord Length | Length  |
| C1         | 250.00' | 041°49'22" | S20°58'25"W   | 178.46'      | 182.49' |
| C2         | 250.00' | 006°42'23" | S03°24'56"W   | 29.25'       | 29.26'  |
| C3         | 250.00' | 035°06'59" | S24°19'37"W   | 150.84'      | 153.22' |
| C4         | 175.00' | 042°12'24" | S20°46'54"W   | 126.02'      | 128.91' |
| C5         | 63.00'  | 080°33'33" | N49°23'56"E   | 81.46'       | 88.58'  |
| C6         | 63.00'  | 092°22'47" | N37°04'14"W   | 90.93'       | 101.58' |
| C7         | 63.00'  | 046°11'24" | N13°58'32"W   | 49.42'       | 50.79'  |
| C8         | 63.00'  | 046°11'24" | N60°09'56"W   | 49.42'       | 50.79'  |
| C9         | 500.00' | 037°32'19" | S18°49'54"W   | 96.53'       | 98.28'  |
| C10        | 500.00' | 028°28'54" | S23°21'37"W   | 246.00'      | 248.55' |
| C11        | 500.00' | 014°14'27" | S30°28'50"W   | 123.95'      | 124.27' |
| C12        | 500.00' | 014°14'27" | S16°14'23"W   | 123.95'      | 124.27' |
| C13        | 175.00' | 009°38'40" | S04°17'50"W   | 29.42'       | 29.46'  |
| C14        | 11.00'  | 090°00'00" | S44°56'16"E   | 15.56'       | 17.28'  |
| C15        | 223.00' | 041°49'22" | S20°58'25"W   | 159.19'      | 162.78' |
| C16        | 202.00' | 042°12'24" | S20°46'54"W   | 145.46'      | 148.80' |
| C17        | 202.00' | 031°32'09" | S26°07'02"W   | 109.78'      | 111.18' |
| C18        | 202.00' | 010°40'15" | S05°00'50"W   | 37.57'       | 37.62'  |
| C19        | 470.00' | 014°50'25" | N86°22'06"W   | 121.40'      | 121.74' |
| C20        | 11.00'  | 090°00'00" | N44°40'43"E   | 15.56'       | 17.28'  |
| C21        | 54.00'  | 080°23'33" | N49°30'55"E   | 69.70'       | 75.77'  |
| C22        | 90.00'  | 011°16'36" | N03°28'52"E   | 17.68'       | 17.71'  |
| C23        | 15.00'  | 084°31'04" | N40°06'06"E   | 20.17'       | 22.13'  |
| C24        | 54.00'  | 238°51'44" | N37°04'14"W   | 94.06'       | 225.12' |
| C25        | 15.00'  | 084°31'04" | S65°45'26"W   | 20.17'       | 22.13'  |
| C26        | 90.00'  | 011°16'36" | N77°37'20"W   | 17.68'       | 17.71'  |
| C27        | 11.00'  | 083°19'22" | N41°35'56"W   | 14.62'       | 16.00'  |
| C28        | 11.00'  | 090°00'00" | N45°03'44"E   | 15.56'       | 17.28'  |
| C29        | 11.00'  | 082°23'33" | N55°32'36"E   | 14.49'       | 15.82'  |
| C30        | 36.00'  | 092°22'47" | S37°04'14"E   | 51.96'       | 58.04'  |
| C31        | 36.00'  | 080°33'33" | S49°23'56"W   | 46.55'       | 50.62'  |
| C32        | 11.00'  | 101°02'57" | N39°47'49"W   | 16.98'       | 19.40'  |
| C33        | 148.00' | 031°09'27" | N26°18'23"E   | 79.49'       | 80.48'  |
| C34        | 277.00' | 027°32'17" | N28°06'58"E   | 131.86'      | 133.13' |
| C35        | 54.00'  | 019°29'54" | N79°57'45"E   | 18.29'       | 18.38'  |
| C36        | 54.00'  | 047°45'14" | N46°20'11"E   | 43.72'       | 45.01'  |
| C37        | 54.00'  | 013°08'25" | N15°53'21"E   | 12.36'       | 12.38'  |
| C38        | 54.00'  | 042°52'47" | N60°55'15"E   | 39.48'       | 40.41'  |
| C39        | 54.00'  | 044°33'48" | N17°11'57"E   | 40.95'       | 42.00'  |
| C40        | 54.00'  | 044°33'48" | N27°21'51"W   | 40.95'       | 42.00'  |
| C41        | 54.00'  | 044°33'48" | N71°55'39"W   | 40.95'       | 42.00'  |
| C42        | 54.00'  | 062°17'33" | S54°38'40"W   | 55.86'       | 58.71'  |
| C43        | 90.00'  | 004°57'48" | N74°27'56"W   | 7.79'        | 7.80'   |
| C44        | 90.00'  | 006°18'48" | N80°06'13"W   | 9.91'        | 9.92'   |
| C45        | 80.00'  | 054°22'52" | N59°52'02"E   | 73.11'       | 75.93'  |
| C46        | 240.00' | 023°33'26" | N20°53'53"E   | 97.98'       | 98.68'  |
| C47        | 587.00' | 026°28'54" | N23°21'37"E   | 288.80'      | 291.80' |
| C48        | 63.00'  | 037°32'19" | N18°49'54"E   | 40.54'       | 41.28'  |
| C49        | 240.00' | 009°30'33" | N27°55'19"E   | 39.79'       | 39.83'  |
| C50        | 240.00' | 014°02'53" | N16°08'37"E   | 58.70'       | 58.84'  |
| C51        | 587.00' | 001°22'17" | N09°48'18"E   | 14.05'       | 14.05'  |
| C52        | 587.00' | 004°24'07" | N12°41'30"E   | 45.09'       | 45.10'  |
| C53        | 587.00' | 004°16'17" | N17°01'42"E   | 43.75'       | 43.76'  |
| C54        | 587.00' | 012°08'45" | N25°14'13"E   | 124.20'      | 124.44' |
| C55        | 587.00' | 006°17'28" | N34°27'20"E   | 64.42'       | 64.45'  |
| C56        | 11.00'  | 090°00'00" | S44°56'16"E   | 15.56'       | 17.28'  |
| C57        | 123.00' | 037°32'19" | S18°49'54"W   | 79.15'       | 80.59'  |
| C58        | 527.00' | 026°28'54" | S23°21'37"W   | 259.28'      | 261.97' |
| C59        | 202.00' | 009°38'40" | S04°17'50"W   | 33.96'       | 34.00'  |
| C60        | 148.00' | 009°38'40" | N04°17'50"E   | 24.88'       | 24.91'  |

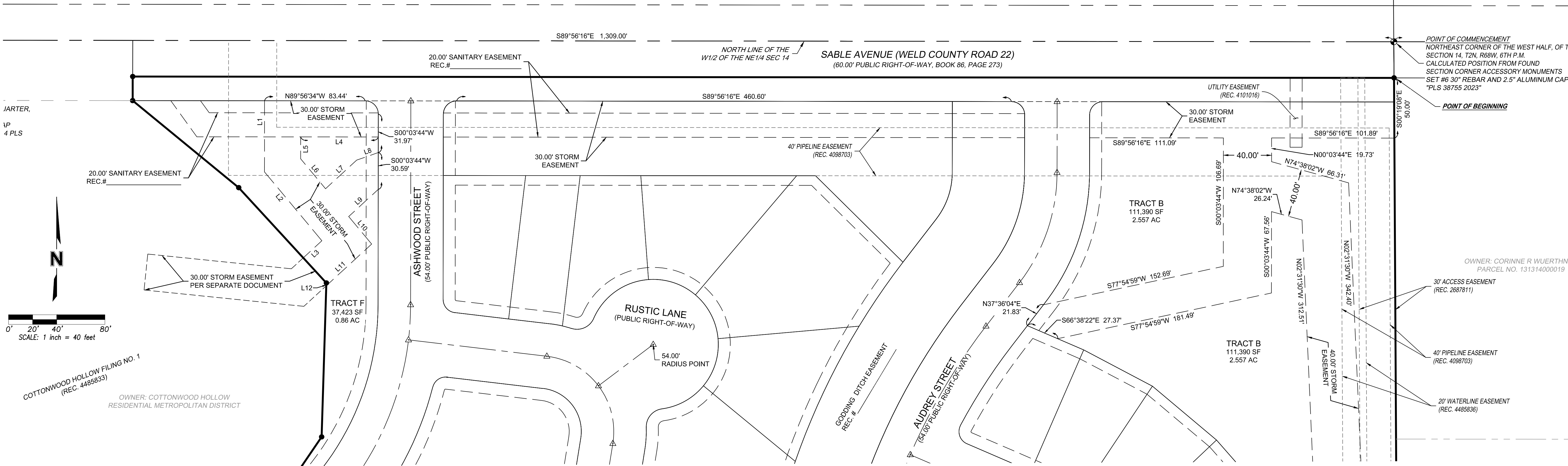
| CURVE DATA |         |            |               |              |         |
|------------|---------|------------|---------------|--------------|---------|
| #          | Radius  | Delta      | Chord Bearing | Chord Length | Length  |
| C61        | 473.00' | 009°31'22" | N13°52'51"E   | 78.52'       | 78.61'  |
| C62        | 11.00'  | 094°43'05" | N66°00'04"E   | 16.18'       | 18.18'  |
| C63        | 148.00' | 066°20'34" | S33°28'06"E   | 161.95'      | 171.37' |
| C64        | 148.00' | 004°49'20" | S01°53'10"W   | 12.45'       | 12.46'  |
| C65        | 148.00' | 004°49'20" | S06°42'30"W   | 12.45'       | 12.46'  |
| C66        | 473.00' | 000°38'31" | S09°26'25"W   | 5.30'        | 5.30'   |
| C67        | 473.00' | 008°52'51" | S14°12'06"W   | 73.24'       | 73.32'  |
| C68        | 148.00' | 005°07'05" | S64°04'51"E   | 13.22'       | 13.22'  |
| C69        | 148.00' | 053°59'44" | S34°31'27"E   | 134.37'      | 139.48' |
| C70        | 148.00' | 007°13'45" | S03°54'42"E   | 18.66'       | 18.67'  |
| C71        | 175.00' | 066°20'34" | N33°28'06"W   | 191.50'      | 202.63' |
| C72        | 202.00' | 011°08'15" | N07°10'45"W   | 39.20'       | 39.27'  |
| C73        | 260.00' | 070°35'12" | N22°32'44"E   | 320.44'      | 320.31' |
| C74        | 202.00' | 058°08'09" | N28°46'15"E   | 196.28'      | 204.96' |
| C75        | 202.00' | 066°20'34" | N33°28'06"W   | 221.05'      | 233.90' |
| C76        | 11.00'  | 094°43'05" | N19°16'48"W   | 16.18'       | 18.18'  |
| C77        | 473.00' | 009°31'22" | N32°50'22"E   | 78.52'       | 78.61'  |
| C78        | 177.00' | 037°32'19" | N18°49'54"E   | 113.90'      | 115.97' |
| C79        | 11.00'  | 090°00'00" | N45°03'44"E   | 15.56'       | 17.28'  |
| C83        | 175.00' | 026°29'33" | S12°55'29"W   | 80.20'       | 80.92'  |
| C84        | 175.00' | 040°18'39" | S06°00'56"W   | 120.60'      | 123.12' |
| C85        | 175.00' | 034°46'17" | S08°47'08"W   | 104.58'      | 106.20' |
| C86        | 175.00' | 005°32'23" | S11°22'12"E   | 16.91'       | 16.92'  |
| C87        | 175.00' | 035°00'16" | S18°01'38"E   | 105.26'      | 106.91' |
| C88        | 287.00' | 070°35'12" | S22°32'44"W   | 331.64'      | 353.58' |
| C89        | 287.00' | 003°22'05" | S56°09'17"W   | 16.87'       | 16.87'  |
| C90        | 287.00' | 030°01'04" | S39°27'42"W   | 148.65'      | 150.36' |
| C91        | 287.00' | 037°12'02" | S05°51'09"W   | 183.09'      | 186.34' |
| C91        | 287.00' | 037°12'02" | S05°51'09"W   | 183.09'      | 186.34' |
| C92        | 175.00' | 024°37'32" | N77°51'36"W   | 74.64'       | 75.21'  |
| C93        | 175.00' | 008°25'39" | S85°36'49"W   | 25.72'       | 25.74'  |
| C94        | 11.00'  | 090°00'00" | S44°28'30"W   | 15.56'       | 17.28'  |
| C95        | 11.00'  | 090°12'13" | N45°25'24"W   | 15.58'       | 17.32'  |
| C96        | 11.00'  | 089°47'47" | N44°34'36"E   | 15.53'       | 17.24'  |
| C97        | 11.00'  | 090°00'00" | S45°31'30"E   | 15.56'       | 17.28'  |
| C98        | 11.00'  | 090°21'45" | S44°39'04"W   | 15.60'       | 17.35'  |
| C99        | 202.00' | 008°25'39" | S85°36'49"W   | 29.68'       | 29.71'  |
| C100       | 11.00'  | 106°06'12" | N45°32'54"W   | 17.58'       | 20.37'  |
| C101       | 148.00' | 018°40'04" | N16°50'14"E   | 48.01'       | 48.22'  |
| C102       | 202.00' | 026°29'33" | N12°55'29"E   | 92.57'       | 93.40'  |
| C103       | 202.00' | 002°04'36" | S88°47'20"W   | 7.32'        | 7.32'   |
| C104       | 202.00' | 006°21'02" | S84°34'31"W   | 22.38'       | 22.39'  |
| C105       | 202.00' | 000°25'00" | N25°57'46"E   | 1.47'        | 1.47'   |
| C106       | 202.00' | 012°43'52" | N19°23'20"E   | 44.79'       | 44.88'  |
| C107       | 202.00' | 012°43'53" | N06°39'28"E   | 44.79'       | 44.89'  |
| C108       | 202.00' | 000°36'49" | N00°00'53"W   | 2.16'        | 2.16'   |
| C109       | 11.00'  | 090°00'00" | N44°28'30"E   | 15.56'       | 17.28'  |
| C110       | 11.00'  | 090°00'00" | S45°31'30"E   | 15.56'       | 17.28'  |
| C111       | 202.00' | 035°00'16" | S18°01'38"E   | 121.50'      | 123.41' |
| C112       | 11.00'  | 083°17'09" | S06°06'48"W   | 14.62'       | 15.99'  |
| C113       | 314.00' | 016°35'19" | S39°27'42"W   | 90.59'       | 90.91'  |
| C114       | 11.00'  | 083°17'08" | S72°48'36"W   | 14.62'       | 15.99'  |
| C115       | 202.00' | 024°37'32" | N77°51'36"W   | 86.15'       | 86.82'  |
| C116       | 11.00'  | 089°40'41" | N45°20'56"W   | 15.51'       | 17.21'  |
| C117       | 202.00' | 010°35'30" | S05°49'15"E   | 37.29'       | 37.34'  |
| C118       | 202.00' | 012°47'26" | S17°30'43"E   | 45.00'       | 45.09'  |
| C119       | 202.00' | 011°37'20" | S29°43'06"E   | 40.90'       | 40.97'  |
| C120       | 202.00' | 015°22'28" | N73°14'04"W   | 54.04'       | 54.20'  |
| C121       | 202.00' | 009°15'04" | N85°32'50"W   | 32.58'       | 32.62'  |
| C122       | 11.00'  | 086°37'55" | N78°50'42"W   | 15.09'       | 16.63'  |

| CURVE DATA |         |            |               |              |         |
|------------|---------|------------|---------------|--------------|---------|
| #          | Radius  | Delta      | Chord Bearing | Chord Length | Length  |
| C123       | 148.00' | 035°00'16" | N18°01'38"W   | 89.02'       | 90.42'  |
| C124       | 11.00'  | 090°00'00" | N44°28'30"E   | 15.56'       | 17.28'  |
| C125       | 11.00'  | 089°46'20" | S44°35'20"W   | 15.53'       | 17.24'  |
| C126       | 11.00'  | 090°00'00" | S45°31'30"E   | 15.56'       | 17.28'  |
| C127       | 175.00' | 058°08'09" | N28°46'15"E   | 170.05'      | 177.57' |
| C128       | 11.00'  | 090°13'40" | S45°24'40"E   | 15.59'       | 17.32'  |
| C129       | 148.00' | 058°08'09" | S28°46'15"W   | 143.81'      | 150.17' |
| C130       | 148.00' | 016°41'06" | S08°02'43"W   | 42.95'       | 43.10'  |
| C131       | 148.00' | 041°27'04" | S37°06'48"W   | 104.75'      | 107.07' |
| C132       | 148.00' | 000°52'10" | N35°05'41"W   | 2.25'        | 2.25'   |
| C133       | 148.00' | 034°08'05" | N17°35'33"W   | 86.88'       | 88.17'  |
| C135       | 202.00' | 015°22'28" | N73°14'04"W   | 54.04'       | 54.20'  |
| C136       | 202.00' | 009°15'04" | N85°32'50"W   | 32.58'       | 32.62'  |
| C147       | 11.00'  | 095°32'23" | N33°37'48"E   | 16.29'       | 18.34'  |
| C148       | 148.00' | 008°25'39" | N85°36'49"E   | 21.75'       | 21.77'  |
| C149       | 148.00' | 024°37'32" | S77°51'36"E   | 63.12'       | 63.61'  |
| C150       | 11.00'  | 083°17'08" | S23°54'16"E   | 14.62'       | 15.99'  |
| C151       | 314.00' | 030°29'10" | S02°29'43"W   | 165.11'      | 167.07' |
| C152       | 11.00'  | 090°00'00" | S32°15'08"W   | 15.56'       | 17.28'  |
| C153       | 148.00' | 012°34'30" | S83°32'23"W   | 32.42'       | 32.48'  |
| C154       | 202.00' | 012°34'30" | N83°32'23"E   | 44.25'       | 44.33'  |
| C155       | 11.00'  | 090°00'00" | S57°44'52"E   | 15.56'       | 17.28'  |
| C156       | 148.00' | 011°08'15" | S07°10'45"E   | 28.72'       | 28.77'  |
| C157       | 175.00' | 011°08'15" | S07°10'45"E   | 33.96'       | 34.02'  |
| C158       | 175.00' | 012°34'30" | S83°32'23"W   | 38.33'       | 38.41'  |
| C159       | 148.00' | 003°39'50" | S88°20'27"E   | 9.46'        | 9.46'   |
| C160       | 148.00' | 020°01'23" | S76°29'51"E   | 51.46'       | 51.72'  |
| C161       | 148.00' | 000°56'19" | S66°00'59"E   | 2.42'        | 2.42'   |
| C162       | 314.00' | 011°02'45" | S12°12'55"W   | 60.44'       | 60.53'  |
| C163       | 314.00' | 010°17'59" | S07°35'53"E   | 56.37'       | 56.45'  |
| C164       | 148.00' | 024°29'49" | S13°55'21"W   | 62.80'       | 63.28'  |
| C165       | 202.00' | 040°18'39" | S06°00'56"W   | 139.21'      | 142.12' |
| C166       | 148.00' | 001°59'44" | S00°40'35"W   | 5.15'        | 5.16'   |
| C167       | 530.00' | 002°42'42" | N87°34'03"E   | 25.08'       | 25.08'  |
| C170       | 140.00' | 054°22'52" | N59°52'02"E   | 127.95'      | 132.88' |
| C171       | 300.00' | 016°10'24" | N24°35'24"E   | 84.40'       | 84.68'  |
| C172       | 300.00' | 007°23'02" | N12°48'41"E   | 38.64'       | 38.66'  |
| C173       | 260.00' | 009°49'48" | N07°49'59"W   | 44.55'       | 44.61'  |
| C174       | 260.00' | 016°46'30" | N05°28'10"E   | 75.85'       | 76.12'  |
| C175       | 260.00' | 015°12'40" | N21°27'45"E   | 68.82'       | 69.03'  |
| C176       | 260.00' | 015°12'40" | N36°40'25"E   | 68.82'       | 69.03'  |
| C177       | 260.00' | 013°33'34" | N51°03'33"E   | 61.39'       | 61.53'  |
| C178       | 202.00' | 011°53'12" | N51°53'44"E   | 41.83'       | 41.91'  |
| C179       | 202.00' | 008°32'27" | N41°40'54"E   | 30.08'       | 30.11'  |
| C180       | 202.00' | 013°10'43" | N30°49'19"E   | 46.36'       | 46.46'  |
| C181       | 202.00' | 012°56'06" | N17°45'54"E   | 45.51'       | 45.60'  |
| C182       | 202.00' | 011°35'41" | N05°30'01"E   | 40.81'       | 40.88'  |
| C183       | 202.00' | 004°52'35" | N20°44'07"W   | 17.19'       | 17.19'  |
| C184       | 202.00' | 012°47'28" | N11°34'08"W   | 45.00'       | 45.09'  |
| C185       | 202.00' | 012°47'26" | N24°21'33"W   | 45.00'       | 45.09'  |
| C186       | 202.00' | 012°47'26" | N37°08'59"W   | 45.00'       | 45.09'  |
| C187       | 202.00' | 012°47'26" | N49°56'25"W   | 45.00'       | 45.09'  |
| C188       | 202.00' | 010°18'16" | N61°29'15"W   | 36.28'       | 36.33'  |
| C189       | 314.00' | 009°08'26" | S02°07'20"W   | 50.04'       | 50.09'  |
| C190       | 202.00' | 008°32'27" | S43°19'43"W   | 30.08'       | 30.11'  |
| C242       | 148.00' | 000°45'39" | S25°47'27"W   | 1.96'        | 1.96'   |
| C243       | 57.00'  | 022°57'58" | N27°15'37"E   | 22.69'       | 22.88'  |

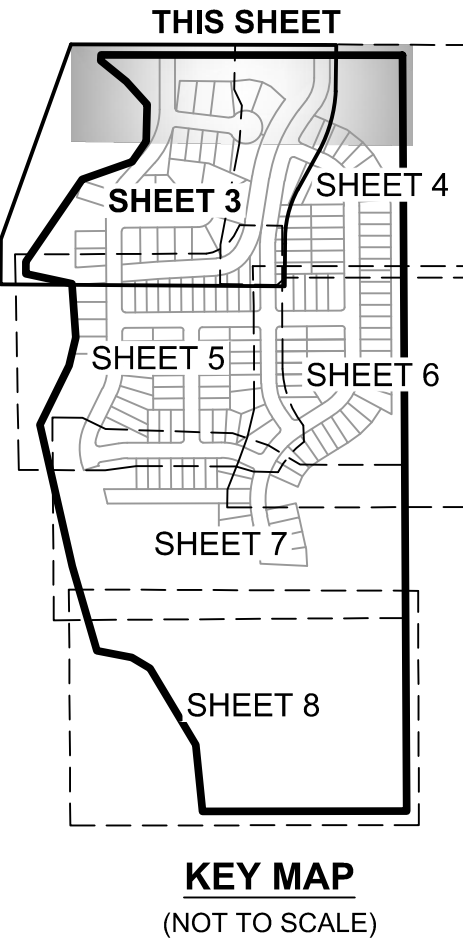


COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
64.036 ACRES - 125 LOTS - 23 TRACTS  
FP-22-021



| Line Table |             |        |
|------------|-------------|--------|
| #          | Bearing     | Length |
| L1         | S00°03'44"W | 59.10' |
| L2         | S39°47'58"E | 74.45' |
| L3         | S47°24'44"W | 21.01' |
| L4         | S89°56'16"E | 64.44' |
| L5         | S00°03'44"W | 18.22' |
| L6         | S39°47'58"E | 32.33' |
| L7         | N47°24'44"E | 35.13' |
| L8         | N70°44'01"E | 18.95' |
| L9         | S47°24'44"W | 33.27' |
| L10        | S39°47'58"E | 29.79' |
| L11        | S47°24'44"W | 51.23' |
| L12        | N01°44'38"E | 2.36'  |



|                                        |      |                       |
|----------------------------------------|------|-----------------------|
| REV. NO.                               | DATE | REVISIONS DESCRIPTION |
|                                        |      |                       |
|                                        |      |                       |
|                                        |      |                       |
|                                        |      |                       |
|                                        |      |                       |
| REVISIONS                              |      |                       |
| SUBDIVISION OF LAND, TOWN OF FIRESTONE |      |                       |

1525 Raleigh Street  
Suite 400  
Denver, CO 80204

TEL 303.237.2072    www.olsson.com

|                             |                   |
|-----------------------------|-------------------|
| APPROVED BY: <u>EJD</u>     | SHEET<br>10 OF 10 |
| PROJECT #: <u>021-02726</u> |                   |
| DATE: <u>02.20.2023</u>     |                   |

## RESOLUTION NO. 23-31

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR COTTONWOOD HOLLOW FILING NO. 4A; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE COTTONWOOD HOLLOW FILING NO. 4A SUBDIVISION**

**WHEREAS**, Cottonwood Colorado Residential, LLC and Cottonwood Residential V, LLC, (“Applicants”), as owners of certain real property located within the Town of Firestone, Colorado (the “Property”), have submitted a proposed final plat for the Property, entitled “Cottonwood Hollow Filing No. 4A” (the “Final Plat”), attached hereto as **Exhibit A**, and a proposed Subdivision Agreement for the Property, attached hereto as **Exhibit B**; and

**WHEREAS**, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Plat on March 16, 2023, rendered a decision recommending approval of the Final Plat with seven (7) conditions as more fully set forth in PC-23-04, dated March 16, 2023; and

**WHEREAS**, after reviewing the decision of the Planning and Zoning Commission, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Town of Firestone Development Code.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-23-04.

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

Section 3. The Board of Trustees hereby approves the final plat for Cottonwood Hollow Filing No. 4A, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All remaining technical corrections to the Cottonwood Hollow Filing No. 4A final plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
- (b) Prior to commencement of construction, Final Construction Plans shall be approved by the Town.
- (c) Prior to recordation of the final plat, a Phase III Drainage Report shall be approved by the Town.

(d) Prior to recordation of the final plat, the Sable Avenue Construction Plans shall be approved by the Town.

(e) Prior to recordation of the final plat, all agreements and easements with the Godding Ditch Company shall be fully executed.

(f) The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

(g) Prior to recordation of the final plat, a Traffic Report shall be approved by the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Cottonwood Hollow Filing No. 4A is hereby accepted by the Town of Firestone, subject however, to the following conditions:

(a) that acceptance in no way obligates the Town of Firestone for the financing, construction, or maintenance of public improvements within such easements or other places designated for public use; and

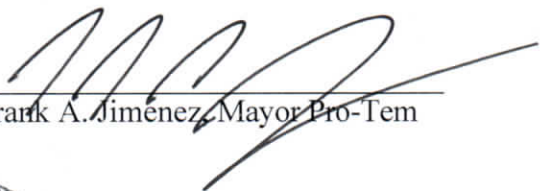
(b) that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

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

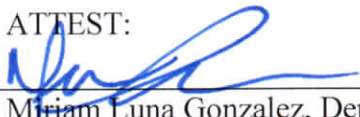
Section 6. The Subdivision Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Agreement on behalf of the Town.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Cottonwood Hollow Filing No. 4A final plat shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

**PASSED AND ADOPTED** this 22 day of March, 2023.

  
Frank A. Jimenez, Mayor Pro-Tem

ATTEST:

  
Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

  
William P. Hayashi, Town Attorney



**EXHIBIT A**  
**Cottonwood Hollow Filing No. 4A**  
**Final Plat**



**EXHIBIT B**  
**Cottonwood Hollow Filing No. 4A – Subdivision**  
**Agreement**



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b

Discussion/Action

Meeting Date: August 23, 2023

Initiated By: Julie Pasillas

Dept: Public Works

#### **AGENDA TITLE**

**Resolution 23-85:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND 120 WATER AUDIT INC FOR A SERVICE LINE INVENTORY

#### **RECOMMENDATION**

Staff recommends approval of Resolution 23-85, authorizing the execution of the Agreement for Service to prepare an inventory of service line materials between the Town of Firestone and 120 Water Audit, Inc and authorizing staff to expend funds for water testing.

#### **SUMMARY**

The agreement authorizes 120Water Audit, Inc to prepare a preliminary service line inventory of the town's water system and create a Public Transparency Dashboard.

In 2022, the Environmental Protection Agency released the Lead and Copper Rule Revision (LCRR), which requires water providers to develop a publicly available service line inventory. The inventory must include material classifications and define the ownership of all service lines connected to the public water distribution system.

120Water Audit, Inc has expertise in helping water providers research, identify, and compile water infrastructure. Both Ramey Environmental Compliance and the CDPHE recommended 120 Water Services to support the Town's inventory preparation.

The service line inventory must be submitted to the State of Colorado by October 16, 2024.

#### **FINANCIAL CONSIDERATIONS**

The agreement includes an amount not to exceed \$50,000.00. Sufficient funds were budgeted in the Water Operation account for technical services.

#### **HISTORY AND PREVIOUS BOARD ACTION**

None at this time.

#### **ATTACHMENTS**

1. Resolution 23-85 120 Water Audit Inc
2. Firestone-120Water Agreement Signed by 120
3. Firestone, CO Lead Service Line Inventory SOW
4. Firestone, CO Service Line Inventory-Products & Services Fees
5. 120Water Consumables List Pricing

**RESOLUTION NO. 23-85**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN  
THE TOWN OF FIRESTONE AND 120 WATER AUDIT INC FOR A  
SERVICE LINE INVENTORY**

WHEREAS, as a water provider the Town of Firestone (“Town”) must, to comply with the Environmental Protection Agency’s (“EPA”) Lead and Copper Rules prepare and maintain an inventory of service line materials by October 16, 2024; and

WHEREAS 120 Water Audit Inc is the only supplier who can timely meet all of the Town’s specifications and requirements necessary to comply with the EPA’s rules and service requirements; and

WHEREAS staff thus recommends that the Board of Trustees approve the Agreement for Services with 120 Water Inc.

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

The Agreement for Services between the Town of Firestone and 120 Water Audit Inc to prepare and maintain an inventory of service line materials 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 23 day of August, 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

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## **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 23rd day of August, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **120 Water Audit, Inc., d/b/a 120 Water**, an independent contractor with a principal place of business at 250 S. Elm Street, Zionsville, Indiana 46077 ("Contractor") and provides services as follows:

### **I. SCOPE OF SERVICES**

A. Contractor shall provide to the Town certain services described in Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference and known as: **Lead and Copper Inventory Project**. Furthermore, Contractor shall furnish all labor, equipment, supplies 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.

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 have an initial term of two years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for a period of two years.

B. Either Party may serve the other with notice of a desire to amend, supplement, or renegotiate specific section(s) of this agreement, in whole or in part. Such notice shall be provided in writing by either Party to the other not more than Sixty (60) calendar days prior to the anniversary date of this Agreement.

### **III. COMPENSATION**

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay the Contractor a fixed sum not to exceed \$50,000.00. 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.

B. The Town will make payment due to Contractor for compensation for completed services within thirty (30) days after invoices submitted by Contractor, which invoice(s) may not be submitted more frequently than monthly. Invoices shall include the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. The Town shall submit invoice disputes, if any, to Contractor within thirty (30) days for resolution by mutual consent.

C. Set-Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

### **IV. PROFESSIONAL RESPONSIBILITY**

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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 licenses in good standing, required by law. The work performed by Contractor shall be timely and in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors providing the same or similar type of services in the applicable community.

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. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

## **V. OWNERSHIP; DATA**

A. Any materials, items, and reports specified in the Scope of Services as being deliverables (but excluding the user guides and specifications for the SaaS services that are made available from time to time by Contractor in electronic or tangible form, and excluding any sales or marketing materials) (collectively, "Deliverables") shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all Deliverables provided under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that the Deliverables do 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 Deliverables. The Town may, with respect to all or any portion of such Deliverables, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

B. Feedback. If Town provides or otherwise makes available to Contractor any feedback, suggestions, recommendations, data, or other input regarding the Contractor Platform, Services, or Documentation, or resulting from Town's use thereof (collectively, "Feedback"), Town agrees to and does hereby assign to Contractor all right, title, and interest in and to all Feedback. Contractor shall not publically identify Town in any use of the Feedback. Town has no responsibility or liability for any Feedback or for Contractor's use thereof. Contractor agrees to indemnify, defend, and hold harmless Town for any use by Contractor of any Feedback.

C. Improvements. Contractor shall own all rights, title and interest, including all intellectual property rights, in and to Contractor's proprietary online hosted software platform, website, operating systems, hardware, and other technical resources used by Contractor to provide the Services (which Services include developing, training, testing, correcting, and improving the Contractor Platform, such

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activities for which may include the use of Town Data), and all new programs, upgrades, modifications, or enhancements the foregoing developed by Contractor in connection with rendering the Services to Town.

D. Ownership and Use of Data.

(i) Definitions. "Town Data" means all electronic data (including, but not limited to, Personal Information, as defined under applicable data privacy law) uploaded by Town to the Contractor Platform. "Derivative Data" means collectively, (i) information derived or generated from or based on Town Data, but not containing Town Data, (ii) Town Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) Town Data which has been aggregated with other data but which no longer identifies a specific individual or Town. "Usage Data" means statistical data related to Town's access to and use of the SaaS Services and data derived from it, that is used by Contractor, including to compile statistical and performance information related to the provision of the Services and operation of the Contractor Platform. "Contractor Platform" means Contractor's proprietary online hosted software platform, website, operating systems, hardware, and other technical resources used by Contractor to provide the SaaS services.

(ii) Ownership of Town Data. As between Town and Contractor, Town owns all Town Data.

(iii) Use of Town Data. Town hereby grants Contractor and its contractors a limited, nonexclusive right and license to use all Town Data during this Agreement, and, after expiration or termination as permitted herein.

(iv) Derivative Data and Usage Data. Contractor shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. This Section xxx shall survive any expiration or termination of this Agreement.

(v) Use of Town Data after Expiration or Termination. Upon Town's request within thirty (30) days after the expiration or termination of this Agreement, Contractor will provide Town with a copy of Town Data held by Contractor. Upon expiration of such thirty (30) day period, Contractor shall convert Town's account to an inactive status. Contractor may, but shall not be obligated to, delete all Town Data after Town's account converts to inactive status. The confidentiality obligations as are set forth in this Section xxx shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and (iii) with respect to personal data (i.e., Town Data which identifies a specific identifiable individual) held by Contractor, forever.

**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. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

**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

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shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its 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; LIMITATION OF LIABILITY**

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, by any third party 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.

B. Except for intellectual property infringement, breach of confidentiality, and indemnification obligations, in no event shall Contractor's total aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amounts paid by the Town under the Order Form for the Services for which liability is claimed in the twelve (12) months immediately preceding the incident giving rise to liability.

C. Exclusion of Consequential Damages. Except for intellectual property infringement, breach of confidentiality, and indemnification obligations, and notwithstanding anything to the contrary in this Agreement, the parties expressly agree that in no event shall Contractor have any liability to Town for any lost profits or for any indirect, special, incidental, punitive, consequential or special damages of any kind or nature however caused, including without limitation damages for loss of goodwill, substitute goods or services, work stoppage, data loss, lost profit or computer failure, incurred by Town or any third party, whether in contract, tort or under any other theory of liability, whether or not town has been advised of the possibility of such damages.

#### **IX. WORKER WITHOUT AUTHORIZATION**

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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 a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. 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 a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, 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 a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, 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 a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, 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 a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, 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 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization 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 a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

C. 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.

## **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 Boulder 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 U.S. 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, provided that Contractor may assign, convey, or transfer (whether by contract, merger or operation of law) (collectively "assign" and its cognates) any or all of its rights or obligations under this Agreement, whether by operation of law or otherwise, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Contractor's assets or equity, provided that (a) if the assignee cannot provide Town with adequate written assurances of performance reasonably acceptable to Town, or (b) if the assignee is an entity with whom Town is prohibited by law or regulation from conducting business, then Town may terminate this Agreement.
  - 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, and 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 Parties 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 Parties' 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. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.
  - M. 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.



ATTEST:

APPROVED AS TO FORM :

Kristi Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney

120 Water Audit, Inc., d/b/a 120 Water

By:

Matt Boes

State of Indiana  
~~Colorado~~ )

) ss.

County of Boone )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16  
day of August, 2023 by Matt Boes as VP, Sales  
of 120 Water Audit, Inc., d/b/a 120 Water.

My commission expires:



Kathleen Swanson

**EXHIBIT A**  
**SCOPE OF WORK**

Contractor's Duties

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

- See attached Firestone, CO Lead Service Line Inventory SOW.
- See attached Firestone, CO Service Line Inventory-Products & Services Fees (\$18,570.00 for Pro-Public Works System and Professional Services).
- See attached 120Water Consumables List Pricing (up to \$31,430.00 only with prior approval from the Town of Firestone's Project Manager).

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## EXHIBIT A SCOPE OF WORK

### Contractor's Duties

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

- See attached Firestone, CO Lead Service Line Inventory SOW.
- See attached Firestone, CO Service Line Inventory-Products & Services Fees (\$18,570.00 for Pro-Public Works System and Professional Services).
- See attached 120Water Consumables List Pricing (up to \$31,430.00 only with prior approval from the Town of Firestone's Project Manager).



# 120Water™

## Firestone, CO

### Proposal: Service Line Inventory

**Submission To:**

**Julie Pasillas**  
Public Works Director  
Firestone, CO

**Response Submitted By:**

**120Water**  
250 S Elm Street  
Zionsville, IN 46077  
120Water.com

**Primary Contact:**

**Eric Mischnick**  
Inside Sales Representative  
eric.mischnick@120water.com  
(402) 429-8554

# Service Line Inventory

## Introduction:

Service line inventories are the foundation from which water systems take action to address a significant source of lead in drinking water - lead service lines (LSLs). Establishing an inventory of service line materials and identifying the location of LSLs is a key step in getting them replaced and protecting public health. The service line inventory is also a key step for lead free systems that do not have any LSLs to prove that they are lead free through the inventory process.

A comprehensive and accurate inventory has many additional benefits beyond regulatory compliance. Inventorying service line material permits notification to consumers about potential lead risks affecting them, which can facilitate customer actions to reduce lead in drinking water, including flushing, use of filters certified to reduce lead, and customer-initiated LSLR. Inventories allow water systems to publicly track their progress on LSL identification and replacement, engaging the community and enhancing transparency. Inventories can also help water systems and consumers determine the source of high lead levels in drinking water at a home or building and the possible solutions for reducing exposure. Inventories can also make LSLR programs more efficient. Even incomplete inventories may create cost-saving opportunities for water systems by better targeting locations served by LSLs, stretching the value of internal or external funding that water systems receive, such as from the BIL. In addition, service line inventories can help inform decisions for other drinking water rules and could inform future needs surveys and potential future costs.

## Objectives:

The LCRR requires CWSs and NTNCWSs to develop a publicly available service line inventory that includes material classifications (Lead, Galvanized Requiring Replacement (GRR), Non-Lead, or Lead status unknown) of all service lines connected to a public water distribution system (40 CFR §141.84(a)(2)). This inventory must define service line ownership, and where dual ownership applies, materials must be defined on both the PWS and customer portion of the line to accurately provide a single classification per service line.

The Town of Firestone, CO and 120Water are entering into an agreement to collaborate and develop a Preliminary Service Line Inventory. A Preliminary Service Line Inventory or *Records Based Inventory*, is an initial evaluation of all records that are publically available and widely available within the Utility. Establishing a Preliminary Service Line Inventory is the first step in achieving compliance with Revised Lead and Copper Rule. The objective of this scope of work is to establish a Preliminary Service Line Inventory within the defined term duration.

## Scope of Work:

Developing a preliminary inventory is Phase I of the LSLI process. The goal is to identify, gather, organize, clean and categorize the data appropriately for Implementation into the 120Water Platform. Here is the process describing the various sections for Phase I of the LSLI process.

- The *Consider* section outlines the steps that follow once we work with the client to identify data sources and receive the data from the client
- The *Clean* section details steps for bringing the data into a coding environment and preparing the data so that it can be combined
- The *Combine* section details steps for merging data from different sources into a centralized LSLI data source. It is likely that the clean and combine processes will overlap when interacting with the data
- The *Verify* section outlines the steps for organizing the data so that Verify can be budgeted and prioritized

### *Consider*

The first step is to determine the best way to pull together the data set by leveraging some unique combination of the data sources that were previously identified. The goal is to consider “combine potential” by taking a closer look at the data. When developing a records-based LSLI, the current LCRR language permits the following as records:

- (i) All construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system.
- (ii) All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
- (iii) All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.
- (iv) Any resource, information, or identification method provided or required by the State to assess service line materials.

It should be noted that the State may approve other sources of information not listed below for a system to use in their preliminary inventory. As states come up with their own policies, more information around these additional, acceptable sources will come to light. EPA is in the process of drafting and releasing Lead Service Line Inventory Improvements, as those are released, the Preliminary Inventory may be adjusted.

| Data Variable / Dataset        | What to Look For                                                                                                       |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <i>GIS Shapefiles</i>          |                                                                                                                        |
| Customer Locations             | Includes street addresses or latitude/longitude data                                                                   |
| Service Lines                  | Where the service lines are located, material type, pipe size                                                          |
| Meter Locations                | Where the water meters are located                                                                                     |
| Meter Type                     | The type of water meter installed, type of customer served detected through meter size (residential versus commercial) |
| Tax Parcels                    | Building age and building assessed value                                                                               |
| Water Mains                    | Where water mains are located, material type, pipe size                                                                |
| Zones/Neighborhoods/Wards      | Map of how the city/community is organized, helps with LSLI prioritization                                             |
| <i>Work Order System</i>       |                                                                                                                        |
| Service Line Repairs           | Looking for material installed, date installed to cross-reference with Ban Dates (1988-1990), pipe size                |
| Service Line Replacements      | Looking for material installed, date installed to cross-reference with Ban Dates (1988-1990), pipe size                |
| Meter Repairs                  | Pipe materials on either side of meter location, date installed, pipe size                                             |
| Meter Replacements             | Pipe materials on either side of meter location, date installed, pipe size                                             |
| <i>Customer Billing System</i> |                                                                                                                        |
| Unique Customer ID             | Such as a unique account number or other code used to identify that specific customer                                  |
| Unique Location ID             | Location code, street address, or latitude/longitude                                                                   |
| Customer Type                  | Residential, Commercial, Industrial Customer Types                                                                     |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | <p>All customer type SLs have to be inventoried but PWS might want to narrow in on residential first</p> <p>Commercial and industrial user SLs are typically larger and pump a lot of water through. Lead is not ideal for larger pipes, lead is better for smaller pipes because of malleability. Can help prioritize. If the pipe is &gt; 2 inches, then they <i>likely</i> do not have lead</p>                                                                                                                                                                                                                                 |
| Meter ID                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <i>Tax Parcel Data / Records</i>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Tax Parcel Identification Number (PIN) | Provides a unique identifier to support data merge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Home Year Built                        | <p>Right now we cannot use home built date as a justification for classifying materials type. As-built year can be used as a cross comparison point.</p> <p>You can cross check as-built with home built date from the tax parcel data BUT it does not count/ is not accepted as proof from the EPA (unknown really if they will accept it/not clear right now) that an LSL doesn't exist.</p> <p>One example for where As Builts will be helpful is for <i>neighborhoods established/constructed dates</i>. If we can prove if a neighborhood was built after the state's lead ban date, then EPA is fine with that as proof.</p> |
| Lot Size                               | Smaller lot is more likely to be associated with higher levels of lead, correlation with assessed value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Property Type                          | Fallback if we do not get this data on Residential, Commercial, and Industrial from the client                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Latitude/longitude                     | Location identifier (If client cannot provide this data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Street Address                         | Location identifier (If client cannot provide this data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                                                       |                                                                                                                                                                                                     |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Home Assessed Value                                   | Correlation between home value and probability of lead in SL and internal plumbing (the lower the home value, the higher the SL probability)<br><br>Useful for environmental justice considerations |
| Tier Sites Data                                       |                                                                                                                                                                                                     |
| Street addresses                                      | Can use street addresses to connect tier site sample results to specific addresses in our baseline file                                                                                             |
| Subdivisions or neighborhoods                         | Can use this as supplemental information to help us understand whether or specific subdivision or neighborhood has a lot of lead exceedances                                                        |
| Lead concentrations from sample results (ppb or ug/L) | Use this information to help us understand the probability of a lead service line                                                                                                                   |
| LCR event months and year                             | Use this longitudinal data to understand how lead concentrations have evolved over time and helps us understand the probability of a lead service line                                              |

### *Clean & Combine*

*Cleaning and combining* the data means to modify, reorganize, and adjust the data in a way that prepares it for more in-depth analysis. Cleaning and combining data happen simultaneously and the process used is contingent on the type of data sources provided and how the data is organized.

120Water Program Consultants will review and analyze all records to determine which locations in the Town of Firestone's service area are known to be Lead, Non-Lead, GRR or Unknown which permits identifying areas where LSL's are most likely to exist.

### *Verify*

At this point in the process, a compliant Service Line Inventory has been reached. The goal of this stage is to understand the inventory findings and evaluate what the future holds. Through the Verification Workshop, 120Water will provide a detailed summary with the recommendations of how to verify lead status unknown given the various methods approved by the EPA but also the State Agency. Within this report, 120Water will provide a cost analysis for the verification efforts.



## Deliverables:

- 120Water Platform
  - Preliminary Service Line Inventory
    - Locations Based
  - Inventory Classification Report
  - Public Transparency Dashboard
- Verification of Lead Status Unknown Report
  - Draft Budget for Verification
  - Recommendation of Verification Methods

## Project Milestones/Schedule:

### **Milestone 1 - Client Kick-off Meeting and Platform Delivery**

*Host:* 120Water Client Success Team

*Description:* The Client and 120Water have hosted and completed the Project Kick-off meeting. In this meeting, the 120Water Platform is shown to the Client with invitations being received by the Client from Client Success. The goal of this meeting is to begin the Client Onboarding Process and establish the External Knowledge Transfer from the Client to 120Water's Client Success and Program Consulting Teams.

*Result:* Project Kick-off Meeting Complete - Timelines and Expectations Established - Platform Invitation and Delivery

*Deliverable:* 120Water Platform

### **Milestone 2 - Data Investigation Call Complete**

*Host:* 120Water Program Consultant

*Description:* The most important component of 120Water developing a Preliminary Inventory begins with the external knowledge transfer with an investigation of all of the various data sources that exist within the utility. It is critically important that the 120Water Program Consultant identify and familiarize themselves with these data sources so we can begin developing the Methodology Document as well as internalize the application of organizing, cleaning and merging these various data sources.

*Result:* Data Investigation Call is complete and a path forward for transferring identified data sources to the 120Water Program Consultant.

### **Milestone 3 - Inventory Evolution through Tax Parcel Data**

*Host:* 120Water Program Consultant

*Description:* Tax Parcel Data plays a pivotal role in creating a Lead Service Line. Within this data set includes Home Age, which is an initial source for identifying lead status unknown per various state regulations.

*Result:* First evolution of Inventory Status from unknowns to classified know or likely known materials

#### **Milestone 4 - Platform Training - Verification Workshop + Workflow**

*Host:* 120Water Client Success

*Description:* Now that locations and services are loaded into the 120Water Platform, the client needs to be trained on how to access the platform and how to document any verification efforts that take place during the preliminary inventory development phase. This is critical for ensuring all information and data are most up to date.

*Result:* Client is enabled on how to track information through the platform and directly through the logbook (offline).

*Deliverable:* Excel Logbook for Field Services if Platform Access is unavailable

#### **Milestone 5 - Incorporation of Batch 1 of Client Data**

*Host:* 120Water Program Consultant

*Description:* Applying Batch 1 of Client Data to the Preliminary Inventory inclusive of Tax Parcel Data. Customer Billing is mandatory to be included in Batch 1 of Client Data.

*Result:* Tax Parcels overlaid with Customer Billing Locations equate to a robust starting point for establishing a Lead Service Line Inventory.

#### **Milestone 6 - Baseline Compliant Inventory**

*Host:* 120Water Program Consultant + Client

*Description:* All Customer Billing Locations have been identified and service lines tied to each location. Service Line materials may be documented as non-lead or likely non-lead (based on home age) and unknown. Unknown service line materials are allowed for the initial preliminary inventory submission.

*Result:* A preliminary inventory has been established and a plan for further verifying various records continues.

#### **Milestone 7 - Incorporation of Batch 2 of Client Data**

*Host:* 120Water Program Consultant

*Description:* All remaining data sources have been identified and evaluated for the effectiveness of signifying service line material. All records have been cleaned, joined and imported into the 120Water Platform.

*Result:* Preliminary Inventory has been completed with the evaluation of all service line records.

#### **Milestone 8 - Preliminary Inventory Delivery & Verification Recommendation**

*Host:* 120Water Program Consultant

*Description:* The Preliminary Inventory has been finalized with all data imported into the 120Water Platform. Initial findings with a recommended verification plan have been documented and are ready to be presented to the client.

*Result:* Client has received the Preliminary Inventory and Verification plan for mitigating lead status unknown.

*Deliverable:* Verification of Lead Status Unknown Report

#### **Milestone 9 - Public Transparency Dashboard Created**

*Host:* 120Water Program Consultant

*Description:* The Public Transparency Dashboard functionality has been turned on in Backoffice and is ready to be presented to the client.

*Result:* Given the clients plans for the sharing the service line inventory, location, timing, etc - this functionality is ready for the client to implement.

#### **Milestone 10 - Verification Go-Live**

*Host:* 120Water Program Consultant + Client

*Description:* Verification Recommendation has been presented and the client has agreed to implement a method of verifying lead status unknown.

*Result:* A method of verification is being implemented by the client for verification.



120Water

# Firestone, CO Service Line Inventory

## Town of Firestone - CO

9950 Park Avenue, PO BOX 100

Firestone, CO 80520

United States

Reference: 20230731-145843352

Quote created: July 31, 2023

Quote expires: October 29, 2023

Quote created by: Eric Mischnick

[eric.mischnick@120water.com](mailto:eric.mischnick@120water.com)

## Julie Pasillas

[jpasillas@firestoneco.gov](mailto:jpasillas@firestoneco.gov)

303-531-6258

### Comments from Eric Mischnick

## Products & Services

| Item Name & Description                                                                                                           | Unit Price           | Quantity | Term<br>(months) |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------|----------|------------------|
| Pro - Public Water System<br>Annual subscription PWS Pro package to manage programs and data. Unlimited users                     | \$8,570.00<br>/ year | 1        | 12               |
| Professional Services (Assist)<br>Consulting and services hours for inventory development and LCRR compliance (block of 20 hours) | \$2,500.00<br>/ year | 4        | 12               |
| Annual subtotal                                                                                                                   |                      |          | \$18,570.00      |

**Total**

**\$18,570.00**

Welcome to 120Water! How can we help with your LCR planning and compliance efforts?

1

### **Purchase terms**

Contract Start Date: Signature Date

Invoice Terms: Net 30

Billing Street Address: 9950 Park Avenue

Billing City: Firestone

Billing State: CO

Billing Zip Code: 80504

Billing Country: USA

Billing Notes (if applicable):

### **Questions? Contact me**



Eric Mischnick

[eric.mischnick@120water.com](mailto:eric.mischnick@120water.com)

120Water

250 S Elm St

Zionsville, IN 46077

US



## Consumables Pricing

| Unit Prices for Variable Quantity Products |                                                                                                                                                                                                             |                         |          |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------|
| Lead Check Swabs                           | 1 Lead Check Swab + Magnet with data capture capabilities                                                                                                                                                   | Unit Price              | \$26.43  |
| Customer Surveys                           | Mailed Customer Surveys for customer side data capture                                                                                                                                                      | Unit Price              | \$2.83   |
| Field Services                             | Potholing and LSL Inventory Survey per site (No Permit Required) Includes site pre-site assessment, potholing and up to four points of material type verification. Includes standard restoration of site    | Unit Price per Location | \$2,000  |
| Field Services                             | Visual home inspection of service line. Includes popping open meter boxes or inspection of the service line entering the home and 1 Lead Check Swab + Magnet with data capture capabilities(If applicable). | Unit Price per Location | \$116.43 |
| Sampling Kits                              | 1L Lead & Copper compliance kits with shipping                                                                                                                                                              | Unit Price              | \$34.74  |
| Sampling Kits                              | 1st and 5th Liter Lead & Copper compliance kits with shipping                                                                                                                                               | Unit Price              | \$66.09  |
| Sampling Kits                              | 5-bottle Schools kit with shipping                                                                                                                                                                          | Unit Price              | \$39.50  |
| Sampling Kits                              | 2-bottle Schools kit with shipping                                                                                                                                                                          | Unit Price              | \$30.48  |
| Pitcher/Filter Kits                        | Brita LongLast pitcher and filter with shipping                                                                                                                                                             | Unit Price              | \$69.50  |
| Replacement Filters                        | Brita LongLast replacement filters with shipping                                                                                                                                                            | Unit Price              | \$34.71  |

|                               |                                                                                                                                 |            |                                                                    |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------|
| Kit Services                  | Lab analysis for 1 analyte (pre- or post-replacement kits, if necessary) and customer support for sampling process              | Unit Price | \$23.00                                                            |
| Kit Services                  | Lab analysis for 2 analytes (note: 1st and 5th Liter require analysis for 4 analytes) and customer support for sampling process | Unit Price | \$36.36                                                            |
| Kit Services                  | Lab analysis for 5 analytes (Schools Kit) and customer support for sampling process                                             | Unit Price | \$90.90                                                            |
| Digitization and Transcribing | Take your paper records, digitize them and grab useful information from the document to put into the 120Water platform.         | Unit Price | Inquire about a detailed quote, will need a sample of document     |
| Transcribing                  | Take your digital document like PDFs and quickly scrape pertinent info off of them to load into the 120Water platform.          | Unit Price | Inquire about a detailed quote, will need a sample of the document |

\*Prices subject to change. Please contact a 120Water Representative for up to date pricing.



**AGENDA INFORMATION  
MEMORANDUM**

**FIRESTONE  
TOWN BOARD OF TRUSTEES**



**AIM#:** 8.c

**Discussion/Action**

**Meeting Date:** August 23, 2023

**Initiated By:** Jessica Clanton

**Dept:** Finance

**AGENDA TITLE**

**Resolution 23-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE CAPITALIZATION AND DEPRECIATION POLICY

**RECOMMENDATION**

Staff recommends approval of Resolution 23-86, adopting the Town of Firestone Capitalization and Depreciation Policy.

**SUMMARY**

The Capitalization and Depreciation Policy ensures that the reporting of capital asset activity is accurate and consistent with the Governmental Accounting Standards Board. On August 16th, 2023, the Finance Committee reviewed and recommended the Capitalization and Depreciation Policy's approval through a Memorandum of Recommendation. There were no substantial changes made to the existing policy.

**FINANCIAL CONSIDERATIONS**

**HISTORY AND PREVIOUS BOARD ACTION**

In September 2021, the Board of Trustees approved the previous Capitalization and Depreciation Policy.

**ATTACHMENTS**

1. 23-86 Capitalization and Depreciation Policy Resolution
2. Capitalization and Depreciation Policy
3. Memo of Recommendation -Capitalization Policy



**RESOLUTION NO. 23-86**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE  
CAPITALIZATION AND DEPRECIATION POLICY**

WHEREAS, the Town of Firestone has previously adopted the Capitalization and Depreciation Policy for the Town; and

WHEREAS, the Board of Trustees finds that such Policy should be updated and that the adoption of a current Capitalization and Depreciation Policy will promote and support the efficient and effective use of Town resources and promote the best interests of the Town; and

WHEREAS, there has been presented to the Board of Trustees for adoption a proposed Capitalization and Depreciation Policy, which has been developed through the collaborative efforts of the Town Manager, Director of Finance and consultants; and

WHEREAS, the Board of Trustees finds that the proposed Capitalization and Depreciation Policy is solely in support of the Town's fiscal responsibilities; and

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Capitalization and Depreciation Policy, in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Capitalization and Depreciation Policies or amendments thereof adopted by the Town are repealed in their entirety.

**INTRODUCED, READ, and ADOPTED** this 23rd day of August, 2023.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Drew Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

# **TOWN OF FIRESTONE CAPITALIZATION AND DEPRECIATION POLICY ADOPTED AUGUST 2023**

The Town of Firestone (Town) understands the importance of being in compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB) by reporting capital asset information in the Town's year-end government-wide financial statements. Reporting capital asset activity accurately and consistently, provides the readers of the Town's audited financial statements an economic measurement focus of the Town's position. The Town has established the following fiscal policy related to capitalization thresholds and capital asset depreciation method.

## **CAPITALIZATION THRESHOLD**

The monetary threshold for capitalization purposes will be established for capital assets with an initial, individual cost of \$5,000 or more and having a useful life in excess of one year.

- The cost of commissions, delivery, setup, and or accessories should be included in the final cost of the capital asset.
- All capital assets shall be recorded and tracked via a perpetual inventory system. The Town will perform a physical inventory of its capital assets, either simultaneously or on a rotating basis, so that all of the assets are physically accounted for at least once every three years.
- The Town has developed a Fleet Purchase/Surplus Policy in accordance with accepted professional standards and best practices. This policy is utilized to commit adequate funding of re-investment in the Town's machinery, vehicles and equipment, so as to prevent the deferment of required ongoing maintenance and replacement.

## **DEPRECIATION OF CAPITAL ASSETS**

For year-end financial statement purposes, the Town will calculate depreciation expense on its capital assets utilizing the straight line method over the following estimated useful lives:

|                                 |             |
|---------------------------------|-------------|
| Infrastructure and Improvements | 5-50 years  |
| Buildings and Improvements      | 10-50 years |
| Machinery and Equipment         | 3-30 years  |

The Town will not calculate depreciation expense in the year that the capital asset is purchased.

## **POLICY REVIEW**

The Finance Committee and Finance Director will be responsible for reviewing the Capitalization and Depreciation Policy every two years and will make recommendations for revisions to the policy as deemed appropriate. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

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Drew Peterson, Mayor

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Attest: Kristi K Bashor, CMC, Town Clerk



## MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

CC:

DATE: August 16, 2023

RE: Capitalization Policy

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The proposed Capitalization Policy has been reviewed by the Finance Committee at the August 16, 2023 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Capitalization Policy.

FINANCE COMMITTEE



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Frank A. Jimenez, Chair

ATTEST:



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Kristi K Bashor, Secretary

**AGENDA INFORMATION  
MEMORANDUM**

**FIRESTONE  
TOWN BOARD OF TRUSTEES**



**AIM#:** 8.d

**Discussion/Action**

**Meeting Date:** August 23, 2023

**Initiated By:**

**Dept:** Town Clerk

**AGENDA TITLE**

**Resolution 23-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE BOARD OF TRUSTEES SOCIAL MEDIA POLICY

**RECOMMENDATION**

Staff recommends approval of Resolution 23-87, adopting of the Board of Trustees Social Media Policy.

**SUMMARY**

The Resolution approves the adoption of the Board of Trustees Social Media Policy. The policy outlines rules, limitations, and recommendations for the use of social media.

**FINANCIAL CONSIDERATIONS**

**HISTORY AND PREVIOUS BOARD ACTION**

The Board reviewed the draft policy at the August 16, 2023 Work Session.

**ATTACHMENTS**

1. Resolution 23-87 Social Media Policy20230818\_13022731
2. Board of Trustees Social Media Policy 2023

**RESOLUTION NO. 23-87**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE COLORADO APPROVING THE BOARD OF TRUSTEES  
SOCIAL MEDIA POLICY**

WHEREAS, social media has provided new means of communication between citizens and elected officials replacing traditional forms of interaction between elected officials and citizens; and

WHEREAS though there are many benefits to social media there remain consequences and liability for the improper use of social media by municipalities and their elected officials; and

WHEREAS, to ensure the proper use of social media the Board of Trustees of the Town of Firestone desires to adopt a Social Media Policy that both protects the rights of the public to access and engage in public forums and ensure that the Town and the Board of Trustees comply with all applicable laws.

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

The Town of Firestone Colorado Board of Trustees Social Media Policy is approved in substantially the same form as the copy attached hereto and made a part of this Resolution.

INTRODUCED, READ AND ADOPTED this 23 day of August, 2023.

TOWN OF FIRESTONE, COLORADO

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Drew Alan Peterson, Mayor

ATTEST:

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Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

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William P. Hayashi, Town Attorney

# MEMORANDUM

TO : THE PRESIDENT

FROM : THE SECRETARY OF DEFENSE

SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]



## BOARD OF TRUSTEES SOCIAL MEDIA POLICY

### **I. Purpose**

The purpose of this policy is to set forth Trustees permitted use of social media in their official capacities and to set forth the rules and limitations that govern such use. This policy also sets recommendations for Trustees to ensure that their personal use of social media does not impermissibly bring their personal use within the purview of their official use and its requirements.

### **II. Scope**

This policy applies to the use of social media by any Trustee when that social media use is in their official capacity as a Trustee.

This policy is intended to protect the rights of the public in their ability to access public forums, and to ensure that the Town can comply with its requirements under the laws and constitutions of the State of Colorado and the United States of America.

### **III. Definitions**

- A. *Official Use*: A Trustee's use of their Town e-mail address, position, title, or official capacity, or any Trustee's personal use of social media, that is reasonably related to engaging with constituents, communicating with the public on matters of the Town's concern or affairs, or carrying out the Trustee's official duties.
- B. *Town*: The Town of Firestone, including acts by its Town Manager, or its Director of Marketing and Communications, or their designee(s).
- C. *Personal Use*: A Trustee's use of social media that is not related to their duties as a Trustee.
- D. *Personal Information*: Information that can be used to distinguish or trace an individual's identity, such as date and place of birth, personal addresses or telephone numbers, Social Security number, driver's license number, or records that contain genetic, medical, or psychological data or information. Personal information also includes personal financial information and other information maintained because of the employer-employee relationship, pursuant to Section 24-72-202 (4.5), C.R.S. For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the public from federal, state, or local government records.
- E. *Social Media*: Online, electronic, or Internet media, tools, communities, and spaces for social interaction, sharing user generated content, or public or semi-public communication. Social media typically uses web-based technologies to turn communication into interactive dialogs. Social media can take many different forms,



including Internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, text, instant messaging, music-sharing, and chat, to name just a few. Examples of social media include but are not limited to the following: LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Skype and blog. The Town acknowledges that this form of communication changes rapidly and, therefore, this list is intended to be illustrative rather than comprehensive, and this definition should in no way be construed to limit the applicability of this policy.

#### **IV. Official Use of Social Media**

- A. **Town Created Accounts.** The Town does not currently create, operate, or maintain accounts on behalf of Trustees for their official use of social media.
- B. **No Expectation of Privacy.** All official use in social media by Trustees may be open to public inspection in accordance with the Colorado Open Records Law (C.R.S. § 24-72-200.1 *et seq.*), and Trustees should not have an expectation of privacy concerning such participation. The Town may monitor all use of such accounts and require removal of any content that violates any law.
- C. **Trustee to Trustee Discussion.** In order to assure compliance with the Colorado Open Meetings Law (CRS § 24-6-402 *et seq.*), Trustees shall refrain from engaging in discussions with more than one other Trustee through social media, including personal social media accounts, regarding Town matters, except as specifically permitted by C.R.S. 24-6-402, where the electronic mail does not relate to the merits or substance (discussion, debate or exchange of ideas) of pending legislation or other public business, including electronic mail communications but are sent by a Trustee for the purpose of forwarding information, or responding to a non-substantive inquiry from an individual who is not a Trustee or posing a question for later discussion by the Board of Trustees.
- D. **Confidentiality.** Trustees shall not post personal, confidential, or proprietary information about the Town, or Town employees, vendors, or affiliates that would violate such persons' rights to privacy under applicable federal and state laws and regulations such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Town policies.
- E. **How a Trustee presents the account.** Trustees must identify themselves by name and position title and use their Town e-mail address when participating in social media for official use. Such accounts shall be clearly designated as "official capacity" accounts.
- F. **How a Trustee uses the account.** When engaging in official use of social media, a Trustee shall not:
  - 1. Claim to speak on behalf of the Town, unless authorized to do so by the Board of Trustees.
  - 2. Use social media to create a forum only containing speech that is favorable to such Trustee or the Town.
  - 3. Post, use, or otherwise infringe upon material that is copyrighted or trademarked by third parties.
  - 4. Post or publish false and defamatory statements.
  - 5. Mention vendors, suppliers, clients, citizens, co-workers, or other individuals without their prior consent.
  - 6. Use ethnic slurs, profanity, or personal insults.
  - 7. Censor user comments in the interactive features or space, because you disagree with the *viewpoint* expressed. That means that—at a minimum—you cannot block users, remove posts, or otherwise "burden" speech because you find the expression offensive, hateful, aligns with hate speech, ugly, denigrating, objectionable, disagreeable, or wrong.

8. Remove or delete comments containing profanity or obscenities, or using “profanity” filters to filter particular words or phrases.
9. Stop people from joining a public conversation on the social media account, because of the views they express on the topics being discussed.
10. Block critical voices from asking for government services through the social media account, because of those critical viewpoints.
11. Prevent people from being able to see social media posts that publicly announce government information or policy, because of their viewpoints.

G. **Additional Requirements.** When engaging in official-related use of social media, a Trustee shall abide by the following requirements:

1. Read and understand the Terms of Service and any other policies established by social media websites. Trustees are expected to stay current regarding any changes to these terms and policies.
2. Be respectful, legal, and ethical.
3. Credit other authors for borrowed content and to protect the intellectual property of others.

## **V. Personal Use of Social Media**

A. **Separate Accounts.** Any social media account established, operated, maintained, or used by a Trustee for personal use must be separate and distinct from any social media account established, operated, maintained, or used by a Trustee for official purposes.

B. **How a Trustee presents the account.** When establishing or creating a social media account for personal use, a Trustee should not:

1. Associate the account with their position as a Trustee by, for example, including their official title in the account description, or using a profile picture that shows the Trustee acting in their official capacity.
2. Refer to or identify the account as “official,” or direct constituents or others to it in a way that suggests that the account is an extension of such Trustee’s office.
3. Use the official trademark or Town logo, or that of any Town department or program.
4. Use a Town-issued email address to register on social media.

C. **How a Trustee uses the account.** When engaging in personal use of social media, a Trustee should not:

1. Communicate information about their official duties, solicit information from constituents and the general public related to those duties, or make announcements about such Trustee’s official responsibilities or actions.
2. Seek or encourage comments about what Town matters the Trustee should bring to the Board or support, or to share any decisions the Trustee made as a public official.
3. Discuss items that will be or may be on the Board’s agenda, nor encourage public discussion on Trustee’s personal account or page.
4. Use the account while carrying out such Trustee’s official responsibilities—for example, while attending events in the Trustee’s official capacity.

D. **Additional Limitations.** During personal use of social media, a Trustee should not:

1. Disclose or disseminate any Town employees' personal information, Town proprietary or confidential information, any privileged Town attorney-client communications, or any other confidential information gained by reason of their authority;
2. Disclose or disseminate any copyrighted materials, proprietary, privileged or confidential information of the Town's vendors, utility customers, or other contractual partners;
3. Speak as a representative of the Town, nor imply their speech has been endorsed, approved or connected to the Town.

E. **Disclaimer Required.** A Trustee's personal social media account should include a visible disclaimer that identifies the account's purpose is for personal use and state for example; "The postings on this site are my own and do not necessarily represent the Town of Firestone's positions, strategies or opinions."

## **VI. Additional Considerations.**

When engaging in personal or official use of social media, Trustees should be aware that they may be subject to civil litigation for:

- Publishing or posting false information meant to intentionally harm someone's reputation (defamation);
- Publishing or posting private facts and personal information about anyone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person;
- Using someone else's name, likeness or other personal attributes without that person's permission for an exploitative purpose; or
- Publishing the creative work of another, trademarks, confidential business information, or other intellectual property without the permission of the owner.

**AGENDA INFORMATION  
MEMORANDUM**

**FIRESTONE  
TOWN BOARD OF TRUSTEES**



**AIM#:** 8.e

**Discussion/Action**

**Meeting Date:** August 23, 2023

**Initiated By:**

**Dept:** Board of Trustees

**AGENDA TITLE**

Roofing Interim Inspections

**RECOMMENDATION**

**SUMMARY**

**FINANCIAL CONSIDERATIONS**

**HISTORY AND PREVIOUS BOARD ACTION**

**ATTACHMENTS**

None