



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

September 13, 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 the 8-23-2023 Board of Trustees Meeting Minutes
 - b. **Resolution 23-91**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE.
 - c. **Resolution 23-95**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NEW COAL RIDGE DITCH COMPANY

* 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.

- d. **Resolution 23-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDMENT TO EXTEND THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDS BY AND BETWEEN THE WELD COUNTY CDBG PROGRAM AND THE TOWN OF FIRESTONE
- e. **Resolution 23-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965
- f. **Resolution 23-94:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION
- g. **Resolution 23-93** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

6. Land Development

7. Discussion/Action

- a. **Resolution 23-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR AN ADA RAMP REPLACEMENT PROGRAM
- b. **Resolution 23-90:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY

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BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

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

9. Reports

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

10. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: September 13, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of the 8-23-2023 Board of Trustees Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 08-23-2023 BoT Regular Meeting Minutes DRAFT

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
August 23, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on August 23, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Matt Holcomb
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Acting Director of Planning and Development; David Angelo, Chief of Police; Bryce Borders, Deputy Chief of Police; Kristi Bashor, Town Clerk; Missy Carranco, Deputy Town Clerk, Eric DeBolt, Information Technology Manager; Ivy Pitts, Administrative Operations Coordinator; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Whelan, **second** by Mayor Pro Tem Jimenez, to move item 8a "Resolution 23-83" and item 8c; "Resolution 23-86" to Consent Agenda.

Roll Call Vote:

Yes: 5

No: None

Abstain: None

Motion carried

Motion by Trustee Whelan, **second** by Mayor Pro Tem Jimenez, to Approve The Agenda. All in Favor, **Motion carried.**

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

None

5. Consent Agenda

- a. Approval of August 9, 2023 BOT Regular Meeting Minutes
- b. **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
- 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

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

Roll Call Vote:

Yes: 5
No: None
Abstain: None

Motion carried

6. Presentation

- a. National Community Survey Results Presentation

Representative Jade Rocha from Polco delivered the results of the 2023 National Community Survey. The results from the survey can be found at:

<https://www.firestoneco.gov/742/Community-Survey..>

6:49 PM Trustee Dougherty joined the meeting.

- b. Law Enforcement Safety Initiative Presentation

Law Enforcement Safety Initiative Presentation introduced by Chief David Angelo with Hector Silverman Valdez from Flock Safety on Automatic License Plate Readers (ALPR).

7. Land Development

- a. **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

Blair Dickhoner with White, Bear and Ankele, PC presented the Consolidated Service Plan for The Vistas At Saddleback Metropolitan District Nos. 1-3.

Public Comment: John Dansma, Firestone resident. Mr. Dansma currently lives in a Metro District and wants to make sure that it is clear to buyers moving into a Metro District on what that entails. Mr. Dickhoner responded to Mr. Dansma.

Motion by Trustee Whelan **second** by Trustee Holcomb, to approve **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

Roll Call Vote:

Yes: 6
No: None
Abstain: None

Motion carried

8. Discussion/Action

- a. **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

Presentation given by Julie Pasillas, Director of Public Works on an agreement with 120Water Audit, Inc. to prepare a preliminary service line inventory of the Town's water system and create a Public Transparency Dashboard.

Motion by Trustee Doherty, **second** by Trustee Conyac, to approve **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

Roll Call Vote:

Yes: 6
No: None
Abstain: None

Motion carried

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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to **Resolution 23-87: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE BOARD OF TRUSTEES SOCIAL MEDIA POLICY**

Roll Call Vote:

Yes: 5

No: 1

Abstain:

Motion carried.

c. Roofing Interim Inspections

Mayor Peterson spoke on the purpose of the Town Mid-Roof Inspection Policy and Procedure and reminded everyone of the new process update effective 8/23. He mentioned that mid-roof inspections are the Town's way of protecting the homeowner in a new roof transaction/process but advised that the new options included an option for homeowners to either hire a state-licensed engineer of their own to do the inspection or may forgo the onsite required Mid-Roof inspection and complete and sign the necessary paperwork in the presence of a Notary.

Town Manager, AJ Kreger spoke and advised that due to the catastrophic storms that we have had this year, our permits for new roofs have been significantly higher than previous years.

Trustee Conyac spoke about his experience as an Inspector.

Trustee Doherty asked for clarification on the process for the waiver.

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

John Damsma, Firestone resident, wanted to express gratitude on the recent action regarding the issue with the mid-roof inspections. He still believes that there are some issues regarding the ladders and communication with the contractors.

Becky Duckworth, Firestone resident, had a question about the agenda rules and how the board could move agenda items that the Mayor had previously approved.

10. Reports

a. Staff

Raelynn Ferrera, Assistant Town Manager, gave public notice that the phone lines at Town Hall will be down from 3:00 PM to 5:00 PM on Friday, August 25 for maintenance. This will not affect emergency service lines.

b. Mayor

None

c. Trustees

Trustee Whelan wanted to remind residents to sign up for the first ever Friends of Firestone Day of Service on September 23rd.

11. Executive Session

- 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.

Motion by Trustee Whelan, seconded by Trustee Sharp, to proceed into an executive session. All in Favor, **Motion carried.**

12. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Adjourn.

Roll Call Vote:

Yes: 6

No: None

Abstain:

Motion carried.

Introduced and Approved the 13th of September, 2023

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: September 13, 2023

Initiated By: Matt Thompson

Dept: Planning & Development

AGENDA TITLE

Resolution 23-91: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-91, a resolution approving the Varra-Heintzelman Pit Subdivision, Amendment No.1 with the following conditions:

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

SUMMARY

Robert and Denny Compton have filed an application for an amendment to the Varra-Heibzelman Pit Subdivision plat that created Lot 1 and Lot 2. The purpose of the replat is to increase the size of Lot 1 to 5 acres to accommodate the development of a new home for their personal residence. This will increase the size of Lot 1 from 3.233 acres to 5.18 acres and adjust the shape to a square. The acreage of Lot 2 will be reduced from 49.346 acres to 47.40 acres. The total acreage for both Lots 1 and 2 will remain at 52.58 acres.

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

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

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Outline Development Plan for Heintzelmen Pit 116 was approved on February 25, 2010, by Ordinance No. 736. The Varra-Heintzelman Pit Subdivision was approved on November 30, 2011, by Resolution No. 11-34.

ATTACHMENTS

1. Resolution 23-91
2. VARRA-HEINTZELMAN PIT SUBDIVISION, AMENDMENT NO. 1_FINAL PLAT

RESOLUTION NO. 23-91

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

WHEREAS, Robert B. Compton and Denny L. Compton as to Parcel A and Pasquale Varra (deceased) and Jacqueline Varra as to Parcel B (Applicants”), as owners of certain real property described on Exhibit A (the “Property”), have submitted a proposed subdivision plat for the Property, entitled “Varra-Heintzelman Pit Subdivision, Amendment No. 1” (the “Minor Plat”); and

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

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

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

Section 2. The Board of Trustees hereby approves the subdivision plat for Varra-Heintzelman Pit Subdivision, Amendment No. 1 Minor Plat, attached hereto as Exhibit B and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Varra-Heintzelman Pit Subdivision, Amendment No. 1 Minor Plat shall be made to the Town’s satisfaction.

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

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

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

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

PASSED AND ADOPTED this 13th day of September, 2023.

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Legal Description

PARCEL A:

LOT 1, VARRA-HEINTZELMAN PIT SUBDIVISION, TOWN OF FIRESTONE, COUNTY
OF WELD, STATE OF
COLORADO

PARCEL B:

LOT 2, VARRA-HEINTZELMAN PIT SUBDIVISION, TOWN OF FIRESTONE, COUNTY
OF WELD, STATE OF
COLORADO

EXHIBIT B
Varra-Heintzelman Pit Subdivision, Amendment No. 1 Minor Plat

VARRA - HEINTZELMAN PIT SUBDIVISION, AMENDMENT NO. 1

A Re-Plat of Lot 1 & Lot 2, Varra – Heintzelman Pit Subdivision,
Located in the Southeast 1/4 of Section 32,
Township 3 North, Range 67 West of the 6th P.M.,
Town of Firestone, County of Weld, State of Colorado

Sheet 1 of 1

PROJECT NO. MP-23-005
2 LOTS

OWNERSHIP & DEDICATION

HAVE ALL MEN BY THESE PRESENTS, THAT ROBERT B. COMPTON, DENNY L. COMPTON, AS TO VARRA, AND DENNY L. COMPTON, AS EXECUTOR OF THE ESTATE OF PASQUALE VARRA, AND JACQUELINE VARRA, AS TO LOT 2, BEING THE SOLE OWNERS OF THE LAND SHOWN ON THIS FINAL PLAT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 AND LOT 2, VARRA – HEINTZELMAN SUBDIVISION,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SAID PARCEL CONTAINS 2,290,385 SQUARE FEET OR 52.58 ACRES, MORE OR LESS

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND UNDER THE NAME OF FINAL PLAT OF VARRA – HEINTZELMAN PIT SUBDIVISION, AMENDMENT NO. 1, A SUBDIVISION IN THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY RESCIND AND REVOKE ALL PREVIOUSLY FILED INSTRUMENTS AND DEEDS, AND THE SAME ARE HEREBY AS SHOWN ON THE ACCOMPANYING PLAT FOR PUBLIC USE, THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE AGENCIES) THESE PORTIONS OF SAID REAL PROPERTY WHICH ARE DESIGNATED AS EASEMENTS AS SHOWN.

OWNER: ROBERT B. COMPTON, DENNY L. COMPTON, THE ESTATE OF PASQUALE VARRA & JACQUELINE VARRA

ROBERT B. COMPTON

DENNY L. COMPTON

DENNY L. COMPTON AS EXECUTOR OF THE ESTATE OF PASQUALE & JACQUELINE VARRA

STATE OF COLORADO }
COUNTY OF WELD } SS

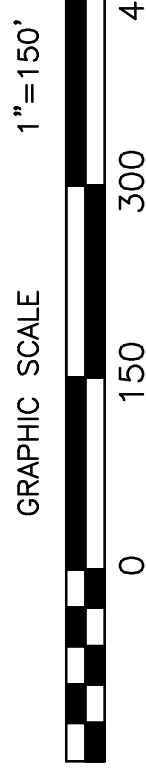
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 20____.

BY: ROBERT B. COMPTON, DENNY L. COMPTON
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

EAST 1/4 COR., SEC. 32,
T. 3 N., R. 67 W., FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 235501



EAST 1/16 COR. SEC. 32,
T. 3 N., R. 67 W., FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 235500

LOT 3
VARRA-HEINTZELMAN SUBDIVISION
(REC. NO. 3826654)

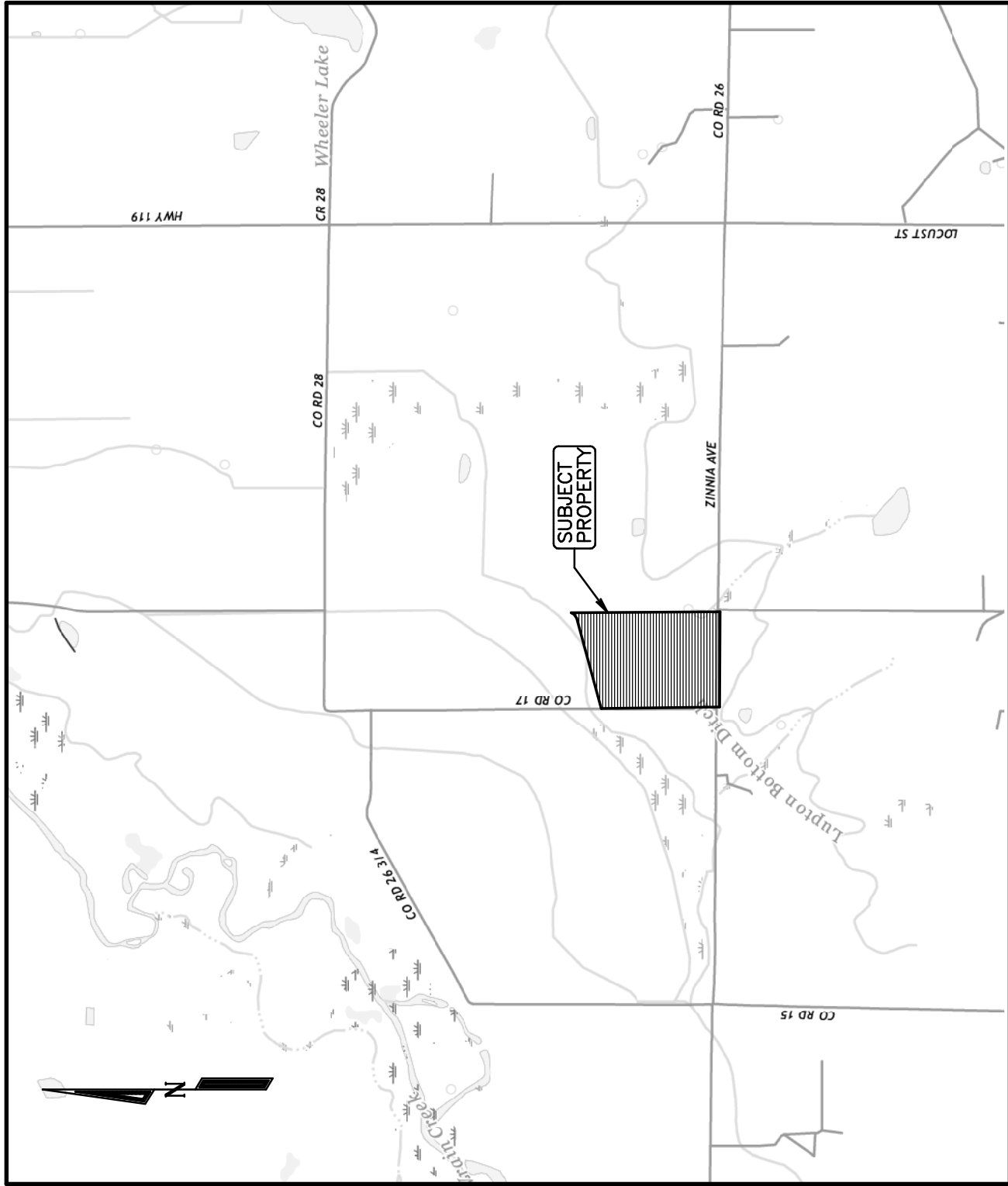
50' DITCH
R.O.W. (BK 218, PG 49)

50' SETBACK
FOR ABANDONED
HSE-HEINTZELMAN-32
AP# 05-123-30928
PLA 9/10/2018

500'24'19"E 2630.70' (BASIS OF BEARINGS)
1998.03'

LOT 2A
2,040.665 SF +/-
46.85 Ac +/-

UNPLATTED



50' SETBACK
FOR ABANDONED
HSE-HEINTZELMAN-32
AP# 05-123-30928
PLA 11-16-2018

50' SETBACK
FOR ABANDONED
VARRA #39-32
AP# 05-123-30928
PLA #20-332
AP# 05-123-30928
PLA 05-123-30928
PLA 05-123-30935
PLA 11/16/2018

10' ADDITIONAL RIGHT-OF-WAY
FOR ZINNIA AVENUE
DEDICATED BY THIS PLAT

30' PIPELINE EASEMENT
(REC. NO. 2650253)

SE COR. SEC. 32,
T. 3 N., R. 67 W., FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 235501

EAST 1/16 COR. SEC. 32,
T. 3 N., R. 67 W., FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 235500

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF VARRA – HEINTZELMAN PIT SUBDIVISION, AMENDMENT NO. 1 WAS APPROVED ON THIS _____ DAY OF _____, 20____, BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF FIRESTONE, HAS SIGNED AND SEALED THIS CERTIFICATE IN ENDORSE FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST: TOWN CLERK _____

NOTES

1.) BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, T. 3 N., R. 67 W., FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 235501, IS ASSUMED TO BEAR SOUTH 007°41'19" EAST, BEING MONUMENTED ON THE NORTH AND SOUTH END BY A 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 235501, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

2.) ANY PERSON WHO KNOWINGLY BEHAVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

3.) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE PRACTICE OF LAND SURVEYING, IMPLIES THAT THE SURVEYOR HAS PERSONALLY CONDUCTED THE SURVEY, AND THAT THE SURVEYOR IS AWARE OF THE FACTS OF THE SURVEY, AND THAT THE SURVEYOR DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.

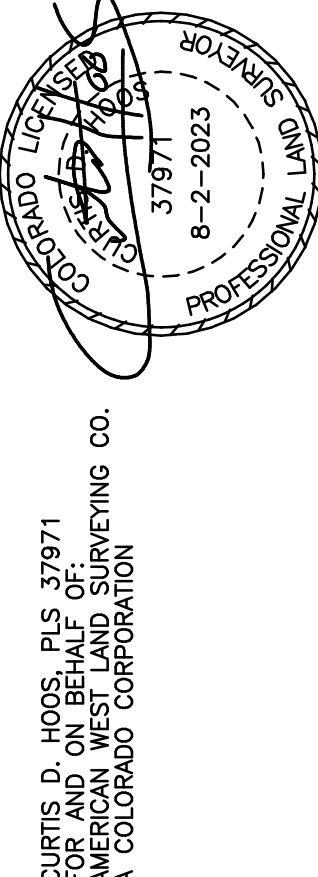
4.) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

5.) AMERICAN WEST LAND SURVEYING CO. RELIED UPON INFORMATION BINDER PROVIDED BY LAND TITLE GUARANTEE COMPANY DATED FEBRUARY 21, 2023, ORDER NO. F0F25201391 FOR INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

6.) DISTANCES ON THIS DRAWING ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

SURVEYOR'S STATEMENT

I, CURTIS D. HOOS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM AWARE OF THE FACTS OF THE SURVEY AND PRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.



CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

LEGEND

- = ALIQUOT MONUMENT, AS NOTED
- = SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP, PLS 37971
- = FOUND 5/8" REBAR WITH RED PLASTIC CAP, PLS 37971
- ⊕ = OIL/GAS WELL, AS NOTED

OWNER / APPLICANT

ROBERT & DENNY COMPTON
12190 COUNTY ROAD 17
BRIGHTON, CO 80604
TEL: 303-709-9889
EMAIL: N/A

TECHNICAL CONSULTANT:

AMERICAN WEST LAND SURVEYING CO.
P.O. BOX 129
BRIGHTON, CO 80601
TEL: 303-709-9889
303-659-1532
EMAIL: CURTISAMW@AOL.COM

FIRESTONE INFORMATION BLOCK	
NAME OF SUBMITTAL:	VARRA – HEINTZELMAN AMENDMENT NO. 1
TYPE OF SUBMITTAL:	RE-PLAT
FLING NUMBER:	
PHASE NUMBER:	
SHEET TITLE:	RE-PLAT
PREPARATION DATE:	2/22/23
REVISION DATE:	6/19/23
REVISION DATE:	8/2/23
REVISION DATE:	
REVISION DATE:	
SHEET 1 OF 1	



PO Box 129, Brighton, CO 80601 • P:303-659-1532 F:303-655-0575 • amwestlls.com
A Colorado Corporation
REVISIONS:
SCALE 1" = 150' DRAWN BY: CQH | CHECKED BY: MDH | DATE: AUGUST 2, 2023
JOB NO: 23-- FILE: 21.T 3-N.TOWN_R67W.S32A.VARRA RE-PLAT 2023.COMPTON RE-PLAT_11040202.dwg

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c

Consent Agenda

Meeting Date: September 13, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-95: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NEW COAL RIDGE DITCH COMPANY

RECOMMENDATION

Staff recommends approval of Resolution 23-95, authorizing the execution of the agreement for the reimbursement of expenses between the Town of Firestone and the New Coal Ridge Ditch Company and authorizing staff to expend funds.

SUMMARY

This agreement will reimburse the New Coal Ridge Ditch Company for administrative, legal, and engineering expenses incurred at the Town's request per the New Coal Ridge Ditch Company bylaws.

The Town has requested records and reports from the New Coal Ridge Ditch Company associated with the change case for Firestone's shares of the New Coal Ridge Ditch Company in Division One Water Court. The agreement includes a \$5,000 deposit to cover initial direct costs, followed by monthly billing of costs incurred due to informational requests made by the Town.

FINANCIAL CONSIDERATIONS

The agreement is for a deposit of \$5,000.00 and will be paid from the Town of Firestone Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

None at this time.

ATTACHMENTS

1. Res No 23-95 New Coal Ridge Ditch Company Reimbursement
2. Firestone-Coal Ridge Cost Reimbursment Agreement - partially signed

RESOLUTION NO. 23-95

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF
EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
THE NEW COAL RIDGE DITCH COMPANY**

WHEREAS, the Town of Firestone (“Town”) obtained 497 shares (“Firestone Shares”) in the New Coal Ridge Ditch Company which it desires to change in Water Court from its decreed purpose of agricultural irrigation to uses for the Town; and

WHEREAS, New Coal Ridge Ditch Company’s Bylaws require that the Town make a written application to the Company’s Board of Director’s before it can proceed with a change case for the Firestone Shares in Water Court (“Catlin Application”); and

WHEREAS, prior to submitting the Caitlin Application the Town has requested assistance from the New Coal Ridge Ditch Company (“Company”) for access to Company records and reports which will assist the Town in its Catlin Application; and

WHEREAS, as the Towns request will require the Company to incur administrative, engineering and legal expenses it is appropriate for the Town to reimburse the Company for such costs as set forth in an Agreement between the parties.

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

The Agreement for the Reimbursement of Expenses between the Town of Firestone and the New Coal Ridge Ditch Company is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 13th day of September, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC Town Clerk

William P. Hayashi, Town Attorney

AGREEMENT
FOR THE REIMBURSEMENT OF EXPENSES

THIS AGREEMENT FOR THE REIMBURSEMENT OF EXPENSES ("Agreement") is made effective as of the __ day of _____, 2023, by and among the NEW COAL RIDGE DITCH COMPANY ("Company"), TOWN OF FIRESTONE, a Colorado municipal corporation ("Firestone"). These parties may collectively be referred to as "the Parties."

RECITALS

- A. The Company operates an irrigation distribution system in Weld County, which includes the Coal Ridge Ditch. The Company owns and operates the Coal Ridge Ditch. The Northern Colorado Water Conservancy District ("Northern Water") shares the easement that the Coal Ridge Ditch is in and uses the easement and the same ditch structure, referred to by Northern Water as the "South Platte Supply Canal" to deliver water to the South Platte River.
- B. Water rights decreed to the Coal Ridge Ditch (the "Ditch") were originally decreed for irrigation purposes. Firestone recently obtained 497 shares in the New Coal Ridge Ditch Company ("Firestone Shares") and intends to change the Firestone Shares in the District Court for water Division No. 1 State of Colorado ("Water Court") for municipal uses (the "Change Case").
- C. Pursuant to the Company Bylaws, Firestone must make written application to the Company's Board of Directors before it can proceed with the Change Case for the Firestone Shares in the Water Court ("Catlin Application").
- D. Before submitting a Catlin Application, Firestone has requested that the Company provide additional information to assist Firestone in preparing its Catlin Application, which is anticipated also to include the installment of additional infrastructure on the Ditch related to delivery of water to Firestone from the Ditch. Firestone also desires to deliver foreign water through the ditch system. Firestone acknowledges that this will require the Company to dedicate legal, engineering, and staff time and, as a result, the Company will incur certain costs in discussing the above issues with Firestone.
- F. Firestone desires and intends to reimburse the Company for such costs pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereto mutually agree as follows:

1. Incorporation. The Recitals set forth above are accurate and are incorporated into this Agreement.

2. Term; Termination. This Agreement shall commence the latest date upon which all parties have signed this Agreement (“Effective Date”). This Agreement may be terminated by any party at any time, upon provision of thirty (30) days' notice in writing to the other parties and payment of all outstanding expenses to the Company. This Agreement shall automatically terminate at the time Firestone submits a Catlin Application to the Company. Firestone shall pay any outstanding invoices arising under this Agreement within thirty (30) days of submission of the Catlin Application or receipt of the final invoice, whichever is later. Costs incurred after the date of termination of this Agreement shall be paid in accordance with the Company’s Bylaws.
3. Reimbursement of Costs. Firestone shall reimburse the Company for all “Reimbursable Costs” incurred by the Company on Firestone’s behalf in connection with informational requests made by Firestone. Such Reimbursable Costs shall include, but are not limited to: administrative services, such as researching, compiling, and/or copying Company’s records; and/or compensation to employees and Board members who provide technical and informational services, such as verbal or written operational and water rights administration information; and legal and/or engineering expenses incurred by the Company.
4. Deposit and Payment. To cover the initial Reimbursable Costs, Firestone shall make a deposit with the Company of a total of \$5,000 which shall be deposited in the trust account of the Company legal counsel, Lyons Gaddis. The Company acknowledges that Firestone previously made a deposit of \$2,000 which shall be credited towards the new deposit. Upon execution of this agreement Firestone shall provide an additional \$3,000 to the Company to satisfy its obligation to provide the deposit. The Company shall submit to Firestone monthly invoices (“Monthly Invoice”) detailing Reimbursable Costs incurred by the Company for the prior month. Firestone shall have ten (10) days following the transmission of the Monthly Invoice to object to any of the Reimbursable Costs in which case the objected to Reimbursable Cost shall not be paid but the Company may cease responding to requests from Firestone until the dispute is resolved. If the initial deposit is fully drawn down prior to Firestone’s submittal of a Catlin Application, Firestone shall reimburse the Company within thirty (30) days of receipt of any Monthly Invoice for the total amount due. In the event that there is a balance remaining on the initial deposit at the time that Firestone submits a Catlin Application to the Company after payment of all invoices for Direct Costs arising under this Agreement, the Company shall recognize the remaining balance as a credit towards any additional deposit the Company may request from Firestone pursuant to its Bylaws.
5. Use of Information. The Parties agree that the information contemplated to be provided to Firestone under the terms of this Agreement will be of the type necessary to the development of the Catlin Application and, subsequently, an application for a change of water rights for the Firestone Shares in Water Court. The Company may deny any request for information to the extent providing that information to Firestone is not authorized under the Company’s Bylaws, rules, regulations, policies, any other applicable law, or that would result in the breach of any legal privilege or protection otherwise available to the Company.
6. Notices. Any notice or other communication given pursuant hereto relating to this Agreement

shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or e-mailed to the number or address specified below and receipt of such telecopy or electronic mail message is acknowledged:

If to the Company, to:

New Coal Ridge Ditch Company
Attn: Rashelle Richardson, Secretary
10879 Weld County Road 17
Longmont, CO 80504

With a copy by the same delivery method, to:

Jeffrey Kahn
Lyons Gaddis
P.O. Box 978
Longmont, CO 80502
303-776-9900
Email: jkahn@lyonsgaddis.com

If to Firestone, to:

Town of Firestone
Attention: Julie Pasillas
Director of Public Works
9950 Park Ave
Firestone, CO 80504
Telephone: 303-531-6258
Email: jpasillas@firestone.gov

With a copy by the same delivery method, to:

Wes Knoll
Lawrence Custer Grasmick Jones & Donovan LLP
5245 Ronald Reagan Blvd., Ste. 1
Johnstown, CO 80534
Telephone: 970-622-8181

Any such addressee may change its address for such notices to the other addressees in the United States as such addressee shall have specified by written notice given as set forth above.

7. TABOR. This Agreement while requiring reimbursement for prior expenses shall not be construed or interpreted as creating, directly or indirectly, a general obligation debt, multi-fiscal year obligation or other financial obligation whatsoever of Firestone within the meaning of any constitutional or statutory limitations or requirements, nor shall this Agreement directly or indirectly obligate Firestone to make payments beyond those appropriated for the current fiscal year.
8. Assignment. This Agreement shall not be assignable by the Parties.
9. Colorado Law. This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed, construed, interpreted, applied and enforced in accordance with the laws of the State of Colorado. In the event of a dispute or alleged breach arising under this Agreement, venue for any resulting arbitration or litigation shall be proper in Weld County, Colorado, or in the Water Court for Water Division 1, as appropriate.
10. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the Parties hereto may execute this Agreement by signing any such counterpart. Signatures may be evidenced by copies transmitted via facsimile or electronic mail.
11. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. There have been no additional oral or written representations or agreements regarding this Agreement.
12. No Waiver of Governmental Immunity/No Third Party Beneficiary. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities the Parties or their officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

NEW COAL RIDGE DITCH COMPANY

By: Tom O'Malley
Tom O'Malley (Aug 28, 2023 12:11 MDT)
Its President

TOWN OF FIRESTONE

By: _____
Its: _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.d

Consent Agenda

Meeting Date: September 13, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 23-88: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDMENT TO EXTEND THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDS BY AND BETWEEN THE WELD COUNTY CDBG PROGRAM AND THE TOWN OF FIRESTONE

RECOMMENDATION

Staff recommends approval of Resolution 23-88, authorizing the Mayor to sign an amendment to extend the sub-recipient agreement between the Town of Firestone and Weld County Community Development Block Grant funding dated July 14, 2021.

SUMMARY

Staff has requested that the Weld County Board of Commissioners approve an extension of the Community Development Block Grant Sub-recipient agreement dated July 14, 2021, to provide funding assistance for the Via Mobility Project for an additional six months. The request would allow the Town to request reimbursement for a portion of the Via Mobility service cost through December 2023.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On July 14, 2021, the Board of Trustees Approved Resolution 21-83, approving a sub-recipient agreement between the Town of Firestone and Weld County for Community Development Block Grant (CDBG) funds with funding set to expire July 21, 2022. The funds support the expansion of the Via Mobility Service for the benefit of low- to moderate-income residents, 60+ years of age or disabled. The expansion of service funded by the CDBG funds is for an additional hour of service Monday through Wednesday and service from 8 a.m. to 3 p.m. on Thursdays and Fridays.

On August 10, 2022 the Board of Trustees approved Resolution 22-99 amending the original agreement granting program funding an additional year ending on July 31, 2023.

ATTACHMENTS

1. Resolution 23-88
2. Second Amendment to Extend Subrecipient Agreement VIA Mobility

RESOLUTION NO. 23-88

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AMENDMENT TO EXTEND
THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDS BY AND
BETWEEN THE WELD COUNTY CDBG PROGRAM AND THE TOWN
OF FIRESTONE**

WHEREAS, by Resolution No 21-83 the Town of Firestone ("Town") and the Weld County Community Development Block Grant ("CDBG") Program entered into a Subrecipient Agreement by which CDBG funds were used to support the Town's Via Transit Project which is a collaborative project with VIA Mobility Services to provide transportation services for qualified persons to locations within the Town and designated locations outside of the Town; and

WHEREAS the Town and the Weld County Community Block Grant Program desire to extend the Sub-Recipient Agreement until December 31, 2032.

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

The Amendment to Extend the Subrecipient Agreement for CDBG Funds between the Weld County CDBG Program and the Town of Firestone is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of September, 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

AMEND TO EXTEND SUBRECIPIENT AGREEMENT FOR CDBG FUNDS
BY AND BETWEEN
THE WELD COUNTY CDBG PROGRAM AND THE TOWN OF FIRESTONE, CO
DATED JULY 14, 2021

THIS AMENDMENT to the Community Development Block Grant Subrecipient Agreement, dated July 14, 2021, is entered into and made effective as of this ____ of _____, 20__ (the "Effective Date") by and between the Weld County Community development Block Grant Program (herein called the "Grantee") and the Town of Firestone (herein called the "Subrecipient") provides for extension of the agreement until December 31, 2023.

WHEREAS the Grantee and the Subrecipient entered into a Community Development Block Grant Subrecipient Agreement on July 14, 2021 (the "Agreement") and;

WHEREAS both parties agree to extend the Subrecipient Agreement for an additional time period; and,

NOW THEREFORE the parties agree to modify the following parts of the agreement:

Section II TIME OF PERFORMANCE as set forth below.

1. Section II of the Agreement with the Subrecipient dated July 14, 2021 which states:

Services of the Subrecipient shall start on the day of the Notice to Proceed and end after twelve months_is hereby amended to read: Services of the Subrecipient shall start on the day of the Notice to Proceed and end on December 31, 2023.

2. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

APPROVED AND SIGNED THIS ____ of _____, 20__ nunc pro tunc July 31 2023.

ATTEST:

TOWN OF FIRESTONE, COLORADO

By: _____
Kristi Bashor MC, Clerk

By: _____
Drew Peterson, Mayor

ATTEST: _____
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

BY: _____
Deputy Clerk to the Board

Mike Freeman, Chair

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e

Consent Agenda

Meeting Date: September 13, 2023

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Resolution 23-92: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-92.

SUMMARY

On September 5, 2023, the Town of Mead submitted a "Petition for Annexation to the Town of Firestone" (Petition) for a portion of Weld County Road 9.5. The total area proposed for annexation is 3.53 acres and consists of CR 9.5 from CR 28 south to the existing boundary between the Towns of Firestone and Mead.

Acceptance of Petition by the Board of Trustees via Resolution 23-92 does the following:

- a. Establishes that the Board of Trustees finds the Petition to be in substantial compliance with the Firestone Development Code and the laws of the State of Colorado; and,
- b. Sets a Public Hearing date and time for the CR 9.5 Annexation for October 25, 2023, at 7:00 p.m., in the Firestone Municipal Court and Board Room, 9900 Park Avenue, Firestone, Colorado, 80504.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Resolution 23-92
2. Annexation Petition
3. Annexation Map

RESOLUTION NO. 23-92

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

WHEREAS, a Petition for Annexation of the hereinafter described real property has been filed with the Town Clerk of the Town of Firestone, Colorado; and

WHEREAS, the Petition has been referred to the Board of Trustees of the Town of Firestone, Colorado, for a determination of substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Board of Trustees has been advised by the staff, and has taken official notice of all maps, records and other information and other materials on file with the Town of Firestone, Colorado, regarding said petition.

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

Section 1. The Petition for Annexation, whose legal description is attached hereto as “Exhibit A” and incorporated by reference herein, is determined to be in substantial compliance with C.R.S. § 31-12-107(1).

Section 2. The Board of Trustees shall hold a public hearing on the proposed annexation on October 25, 2023, at 7:00 P.M., or as soon thereafter as possible, at Firestone Municipal Court and Board Room, 9900 Park Avenue, to determine if the proposed annexation complies with Section 30 of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and -105, or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The Town Clerk shall publish a Notice of Public Hearing once a week for four successive weeks in a newspaper of general circulation in the area proposed to be annexed, with the first publication of such notice to be at least thirty days prior to the date of the hearing. The Town Clerk shall further provide notice to the Clerk of the Board of County Commissioners of Weld County, the Weld County Attorney, and to any special district or school district having territory within the area proposed to be annexed, in the manner and within the time provided in C.R.S. § 31-12-108(2).

INTRODUCED, READ AND ADOPTED this 13th day of September, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Legal Description

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "JRE 2001 PLS 27936" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC. 2016 PLS 38064". SAID EAST LINE BEARS SOUTH 0°42'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH 0°42'12" EAST 2357.60 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89°31'44" WEST 60.00 FEET;

THENCE NORTH 0°42'12" WEST 2272.45 FEET TO A POINT OF CURVATURE;

THENCE 47.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 89°17'48" WEST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°56'37" TO THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 28;

THENCE NORTH 0°38'49" WEST 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 28;

THENCE ON SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. NORTH 89°21'11" EAST 25.44 FEET;
2. NORTH 44°37'29" EAST 21.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 9-1/2;

THENCE ON SAID WEST RIGHT-OF-WAY LINE NORTH 00°06'07" WEST 25.44 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°53'46" EAST 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 9-1/2;

THENCE ON SAID EAST RIGHT-OF-WAY LINE SOUTH 0°06'07" EAST 64.46 FEET TO THE NORTH LINE OF THE TOWN OF FIRESTONE CITY LIMITS;

THENCE ON SAID NORTH LINE SOUTH 89°19'09" WEST 50.00 FEET TO THE EAST LINE

OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE DEPARTING SAID NORTH LINE AND ON SAID EAST LINE SOUTH 0°06'07"
EAST 30.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 153,608 SQUARE FEET, OR 3.53 ACRES, MORE OR LESS.

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO

The undersigned ("**Petitioner**"), in accordance with the Municipal Annexation Act of 1965 as set forth in C.R.S. § 31-12-101 et seq., as amended and as in effect on the submission date set forth below ("**Annexation Act**"), hereby petitions the Board of Trustees of the Town of Firestone, Colorado ("**Board**"), to annex to the Town of Firestone ("**Town**") the unincorporated territory located in the County of Weld, State of Colorado, which property is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

The Property may be generally described as the Weld County Road 9-1/2 Annexation to the Town of Firestone.

In support of this Petition for Annexation ("**Petition**"), Petitioner alleges that:

1. It is desirable and necessary that the Property be annexed to the Town.
2. The requirements of C.R.S. §§31-12-104 and 31-12-105 of the Annexation Act exist or have been met.
3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town's current municipal boundaries.
4. A community of interest exists between the Property and the Town.
5. The Property is urban or will be urbanized in the near future.
6. The Property is integrated with or is capable of being integrated with the Town.
7. Petitioner comprises more than fifty percent (50%) of the landowners in the Property owning more than fifty percent (50%) of the Property, excluding public streets, and alleys and any land owned by the annexing municipality, and the Petitioner hereby consents to the establishment of the boundaries of the Property as shown on the annexation map submitted herewith and attached as **Exhibit C**, and as more fully described in Paragraph 16 below.
8. The Property is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for incorporation or annexation of an area that is part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of this Petition. The Property was disconnected from the Town of Mead pursuant to Ordinance No. 937 dated July 13, 2020 ("Disconnection Ordinance"). A copy of the Disconnection Ordinance was recorded on August 30, 2023 at Reception No. 4917988 in the Weld County real property records ("County Records"). In addition, that certain "Disconnection Map Weld County Road 9-1/2" was recorded on August 30, 2023 at Reception No. 4917989 in the County Records.
9. The proposed annexation will not result in detachment of area from any school district or attachment of same to another school district.

10. Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three (3) mile limit, the proposed annexation will not extend the municipal boundary of the Town more than three (3) miles in any direction from any point of the current municipal boundary.

11. The proposed annexation will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

12. In establishing the boundaries of the Property, no land which is held in identical ownership, whether consisting of a single tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is being divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

(b) comprising twenty (20) acres or more and together with buildings and improvements situate thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation, is included in the Property without the written consent of the landowner or landowners.

13. If a portion of a platted street or alley is to be annexed, the entire width thereof is included within the Property.

14. The land owned by Petitioner constitutes one hundred percent (100%) of the Property within the meaning of C.R.S. § 31-21-107(1)(g) of the Annexation Act.

15. The affidavit of the circulator of this Petition certifying that the signature(s) on this Petition is the signature of each person whose name it purports to be and certifying the accuracy of the date of such signature(s) is attached hereto as **Exhibit B** and is incorporated herein by this reference.

16. This Petition is accompanied by four (4) copies of an annexation map which have been prepared by a professional surveyor and submitted to the Town Clerk. An 11 x 17 copy of the annexation map is attached to this Petition as **Exhibit C** for reference. The annexation map contains, among other things, the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town of Firestone abutting the Property.

17. That the proposed annexation of the Property complies with Section 30 of Article II of the Colorado Constitution.

THEREFORE, Petitioner requests that the Board of Trustees of the Town of Firestone, Colorado, complete and approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

Respectfully submitted this 1 day of SEPTEMBER, 2023.

Signature of Petitioner:

TOWN OF MEAD

By: Colleen G. Whitlow

Colleen G. Whitlow, Mayor, authorized
pursuant to Ordinance No. 937

Date of Signature: 1 SEPTEMBER, 2023

Mailing Address:

Mead Town Hall
441 Third Street
Mead, CO 80542

EXHIBIT A
TO PETITION FOR ANNEXATION

Legal Description of Property

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "JRE 2001 PLS 27936" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC. 2016 PLS 38064". SAID EAST LINE BEARS SOUTH 0°42'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH 0°42'12" EAST 2357.60 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89°31'44" WEST 60.00 FEET;

THENCE NORTH 0°42'12" WEST 2272.45 FEET TO A POINT OF CURVATURE;

THENCE 47.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 89°17'48" WEST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°56'37" TO THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 28;

THENCE NORTH 0°38'49" WEST 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 28;

THENCE ON SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. NORTH 89°21'11" EAST 25.44 FEET;
2. NORTH 44°37'29" EAST 21.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 9-1/2;

THENCE ON SAID WEST RIGHT-OF-WAY LINE NORTH 00°06'07" WEST 25.44 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°53'46" EAST 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 9-1/2;

THENCE ON SAID EAST RIGHT-OF-WAY LINE SOUTH 0°06'07" EAST 64.46 FEET TO THE NORTH LINE OF THE TOWN OF FIRESTONE CITY LIMITS;

THENCE ON SAID NORTH LINE SOUTH 89°19'09" WEST 50.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE DEPARTING SAID NORTH LINE AND ON SAID EAST LINE SOUTH 0°06'07" EAST 30.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 153,608 SQUARE FEET, OR 3.53 ACRES, MORE OR LESS.

EXHIBIT B
TO PETITION FOR ANNEXATION

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That he/she was the circulator of the foregoing Petition for Annexation of lands to the Town of Firestone, Colorado, and that the signature of the petitioner(s) thereon was witnessed by the circulator and is the true and original signature of the person whose name its purports to be, and that the date of such signature is correct.



Signature of petition circulator

Name of circulator (printed):



STATE OF COLORADO)
) ss.
COUNTY OF WELD)



1st The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this day of September, 2023, by Danelle Rivera.

Witness my hand and official seal.

My commission expires:

October 27, 2026



Notary Public

EXHIBIT C
TO PETITION FOR ANNEXATION

Annexation Map

An 11 x 17 version of the annexation map is attached hereto. Four (4) full size copies of the annexation map have been provided to the Town Clerk of the Town of Firestone.

DISCONNECTION MAP
WELD COUNTY ROAD 9-1/2
LOCATED IN SECTIONS 26 AND 35, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "JRE 2001 PLS 27936" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC. 2016 PLS 38064". SAID EAST LINE BEARS SOUTH 0°42'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH 0°42'12" EAST 2357.60 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89°31'44" WEST 60.00 FEET;

THENCE NORTH 0°42'12" WEST 2272.45 FEET TO A POINT OF CURVATURE;

THENCE 47.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 89°17'48" WEST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°56'37" TO THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 28;

THENCE NORTH 0°38'49" WEST 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 28;

THENCE ON SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. NORTH 89°21'11" EAST 25.44 FEET;
2. NORTH 44°37'29" EAST 21.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 9-1/2;

THENCE ON SAID WEST RIGHT-OF-WAY LINE NORTH 00°06'07" WEST 25.44 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°53'46" EAST 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 9-1/2;

THENCE ON SAID EAST RIGHT-OF-WAY LINE SOUTH 0°06'07" EAST 64.46 FEET TO THE NORTH LINE OF THE TOWN OF FIRESTONE CITY LIMITS;

THENCE ON SAID NORTH LINE SOUTH 89°19'09" WEST 50.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE DEPARTING SAID NORTH LINE AND ON SAID EAST LINE SOUTH 0°06'07" EAST 30.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 153,608 SQUARE FEET, OR 3.53 ACRES, MORE OR LESS.

THE TOWN OF MEAD HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE DISCONNECTED FROM THE TOWN LIMITS OF THE TOWN OF MEAD BY ORDINANCE NO. 237 THIS 13th DAY OF July, 2020, IN ACCORDANCE WITH SECTION 16-8-130 OF THE MEAD MUNICIPAL CODE.

TOWN OF MEAD

BY: Colleen G. Whitlow
MAYOR

STATE OF COLORADO)
COUNTY OF WELD)ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF February

A.D. 2023 BY Colleen G. Whitlow AS Mayor
FOR THE TOWN OF MEAD, COLORADO

M. E. J.
Town Clerk

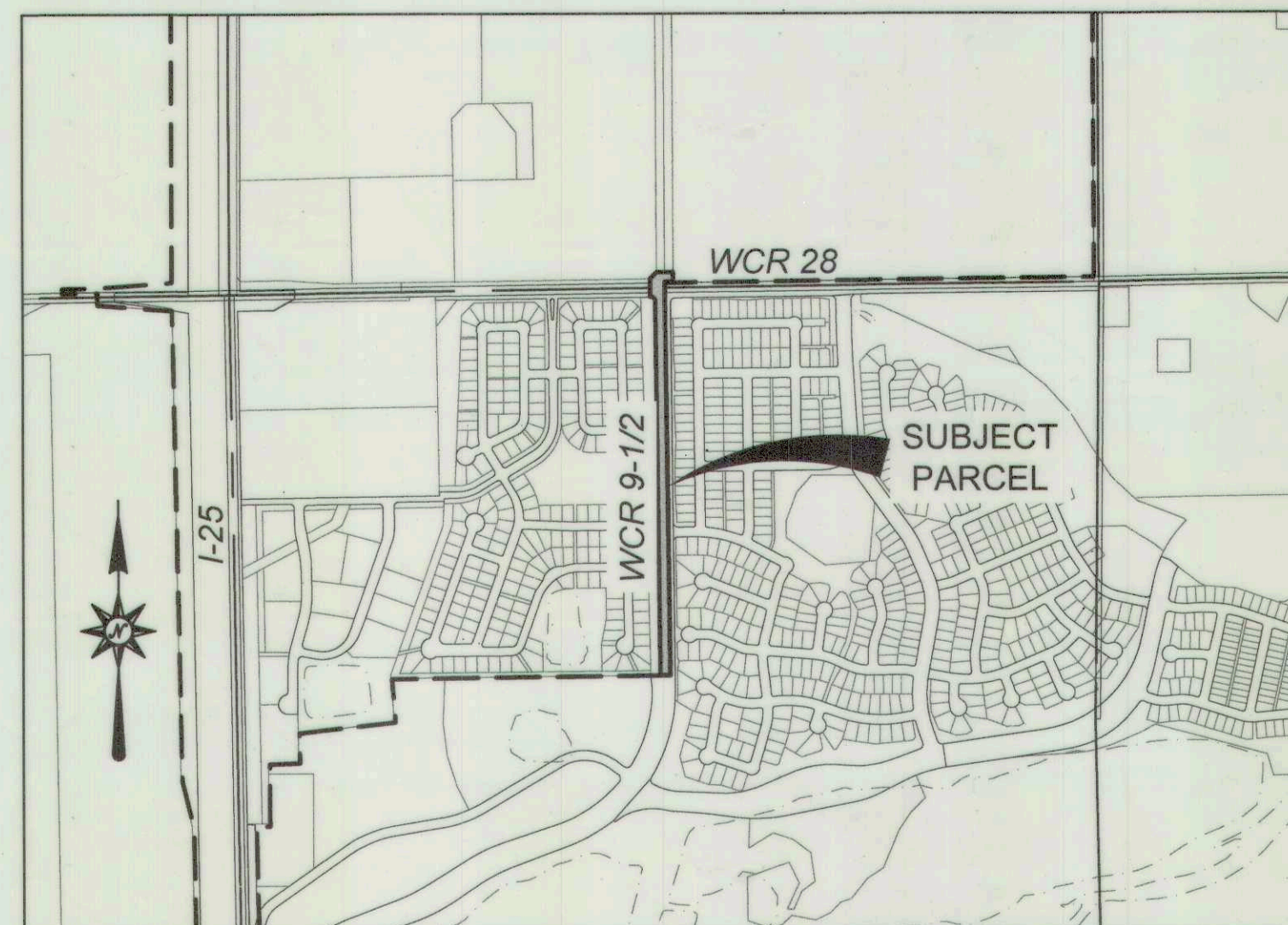
SURVEYOR'S CERTIFICATE

I, MICHAEL LLOYD POOL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



MICHAEL LLOYD POOL, PLS
COLORADO REG. NO. 38304
FOR AND ON BEHALF OF ATWELL, LLC

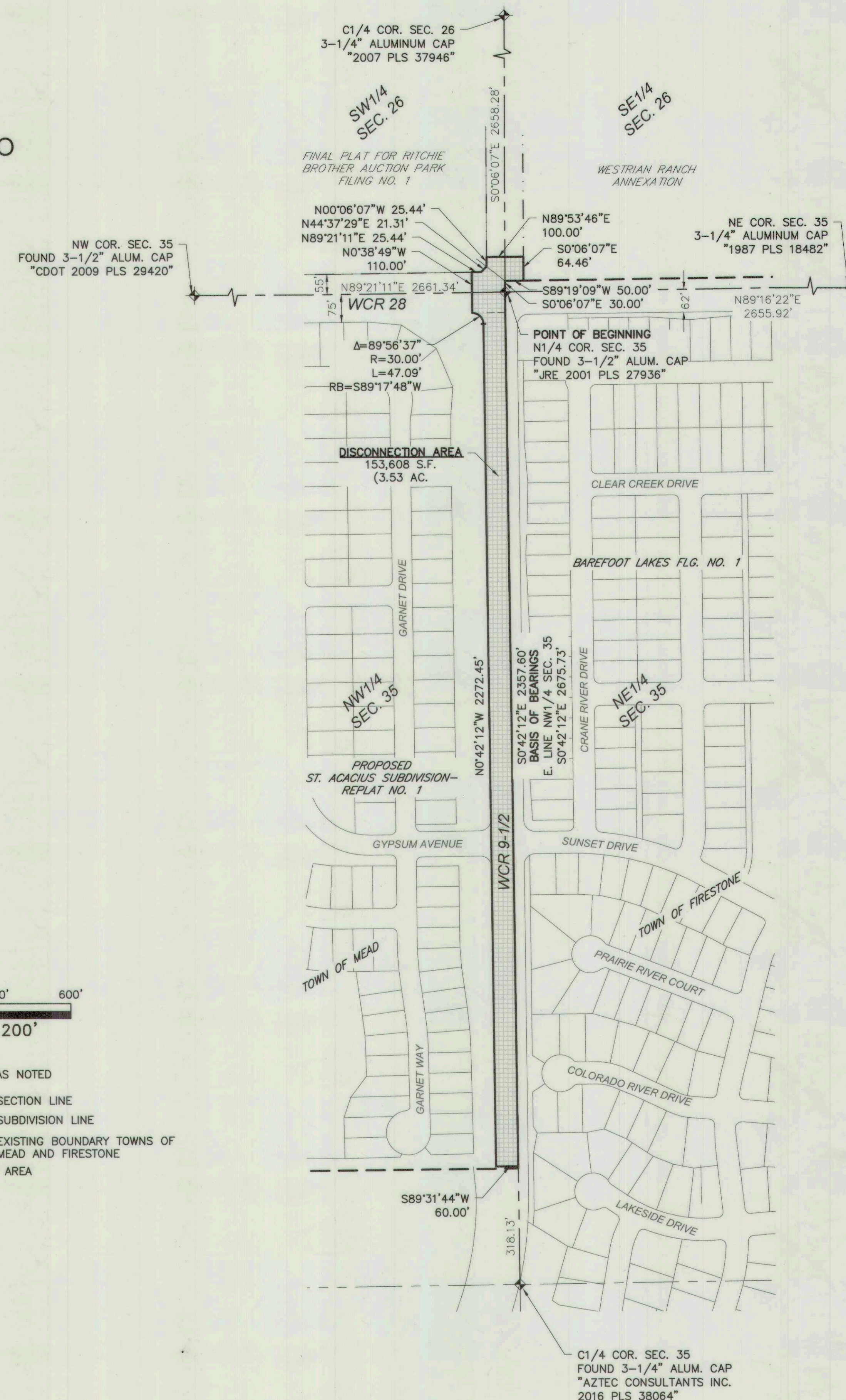
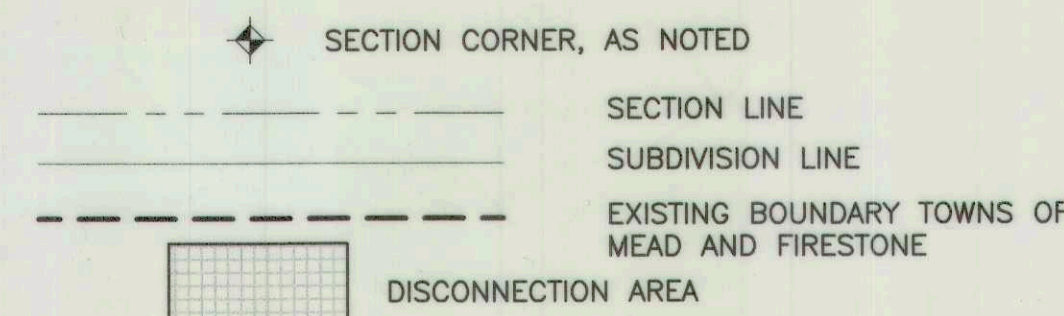
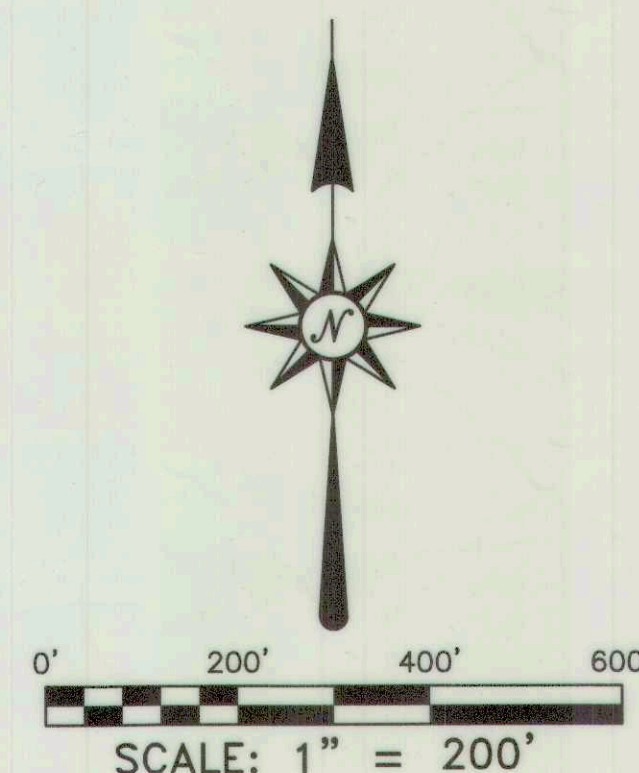
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.



VICINITY MAP
SCALE: 1"=1000'

OWNER
TOWN OF MEAD
441 THIRD STREET
P.O. BOX 626
MEAD, COLORADO 80542
970-535-4477
ATTN.: TOWN OF MEAD MAYOR

TECHNICAL CONSULTANT
ATWELL, LLC
143 UNION BLVD. #700
LAKEWOOD, COLORADO 80228
303-462-1100
ATTN.: DANIEL MADRUGA, PE
dmadruga@atwell-group.com



REVISIONS	
REVISED	06/18/2020
REVISED	07/06/2020
REVISED	08/21/2020
REVISED	03/17/2021

SHEET
1
OF 1

FILE NO. WCR 9.5 ANNEX
DATE 06/04/2020
DRAWN BY TWK
CHECK BY MLP
JOB NO. 19001914

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.f

Consent Agenda

Meeting Date: September 13, 2023

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Resolution 23-94: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-94.

SUMMARY

The property owner is requesting a fourth extension to record the Firelight Park Minor Subdivision Plat (Plat). The Firelight Park subdivision is located at the northeast corner of Fairview Street and Highway 119. The 90-day extension to record the Plat will allow the applicant more time to obtain the Letter of Credit surety for public improvements from the lender.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On July 13, 2022, the Board of Trustees approved Resolution 22-79, a resolution approving the Firelight Park Minor Subdivision Plat; on October 26, 2022, the Board of Trustees approved Resolution 22-112, a resolution approving the first extension to record the Plat; on February 8, 2023, the Board of Trustees approved Resolution 23-25, a resolution approving the second extension to record the Plat; and, on June 14, 2023, the Board of Trustees approved Resolution 23-68, a resolution approving the third extension to record the Plat.

ATTACHMENTS

1. Resolution 23-94
2. Firelight Park Commercial Plat
3. Resolution 22-79 Approving Minor Subdivision Plat & Accepting Property Interests for Certain Real Property

RESOLUTION NO. 23-94

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 22-79, dated July 13, 2022, approved the Firelight Park Minor Subdivision Plat (the “Minor Plat”), submitted by Fire Voyage Ventures LLC (“Applicant”), as owner of certain real property located within Firelight Park (the “Property”); and

WHEREAS, on October 26, 2022, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to February 13, 2023; and

WHEREAS, on February 8, 2023 the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to June 13, 2023; and

WHEREAS, on June 14, 2023 the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to September 13, 2023; and

WHEREAS, Applicant has requested again that the Board of Trustees extend the date of approval of the Minor Plat for a period of ninety (90 days) to December 12, 2023; 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 a fourth 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 ninety-day extension for the Firelight Park Minor Subdivision Plat to December 12, 2023, having an effective date of September 13, 2023, but subject to the following conditions:

(a) All conditions of the original Firelight Park Minor Subdivision Plat approval from July 13, 2022, as set out in Resolution No. 22-79, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by December 12, 2023, the Firelight Park Minor Subdivision Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Any delay or lapse between the adoption of this resolution and the effective extension date set forth in Section 1(b) of Resolution No. 23-94 shall not be deemed to be a condition of default by Applicant under Resolution No. 23-94 or to render the Firelight Park Minor Subdivision Plat null and void.

Section 3. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Minor Subdivision Plat, and the extension thereof, as provided by Resolution No. 22-79, Resolution No. 22-112, Resolution No. 23-25, Resolution No. 23-68, and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 13th day of September, 2023.

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park Minor Subdivision Plat

FIRELIGHT PARK MINOR SUBDIVISION PLAT

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

DEDICATION AND OWNERSHIP STATEMENT

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

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

LESS ROADS

ALSO DESCRIBED AS:

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

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 2" ALUMINUM CAP STAMPED "1994 LS 25937" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP (ILLEGIBLE). SAID WEST LINE BEARS NORTH 00°44'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

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

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

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

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 87°20'30" WEST 1196.69 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 2588.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,053,816 SQUARE FEET, OR 70.11 ACRES, MORE OR LESS.

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

OWNER: FIRELIGHT PARK COMMERCIAL METROPOLITAN DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER: FIRELIGHT DEVELOPMENT, INC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

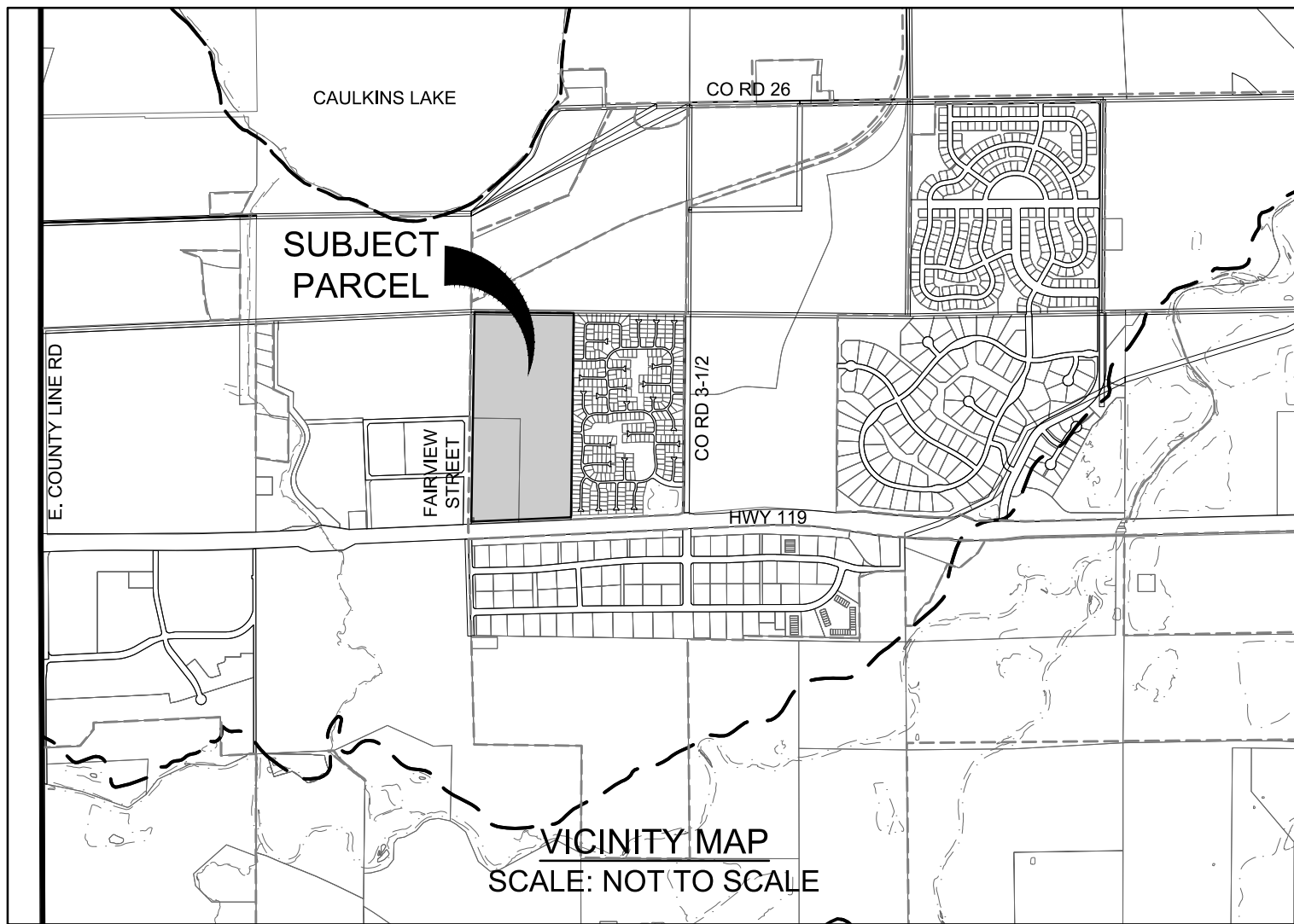
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

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

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



SURVEYOR'S CERTIFICATE:

I, VLADISLAV SKREJEV, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON 03/06/2021, REVIEWED BY ME AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

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



VLADISLAV SKREJEV, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38705

FOR AND ON BEHALF OF ATWELL, LLC

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

TITLE VERIFICATION CERTIFICATE

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

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PUBLIC ACCESS EASEMENT

A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, STREETS, WALKWAYS, DRIVEWAYS, AND PARKING AREAS UPON OR WITHIN THE DESIGNATED ACCESS EASEMENT ON LOTS 1-4 AND OVER THE ENTIRETY OF TRACT A, TRACT C, AND TRACT E OF THE FIRELIGHT PARK NON-RESIDENTIAL MINOR PLAT FOR THE PURPOSE OF VEHICLE AND PEDESTRIAN INGRESS AND EGRESS AND PARKING OF VEHICLES, AT ANY TIME FROM TIME TO TIME, BY MEMBERS OF THE PUBLIC.

NOTE: THE 20-FOOT IRRIGATION IN TRACT D & THE 5-FOOT IRRIGATION EASEMENTS IN TRACT F ARE FOR NON-POTABLE IRRIGATION MAINS AND WILL BE MAINTAINED BY THE FIRELIGHT COMMERCIAL METRO DISTRICT.

BOARD OF TRUSTEES APPROVAL CERTIFICATE

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

MAYOR

ATTEST

TOWN CLERK

ACCEPTANCE CERTIFICATE

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

FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ DATE: _____

(NOTARIZED SIGNATURE)

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

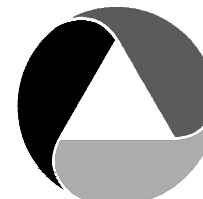
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS

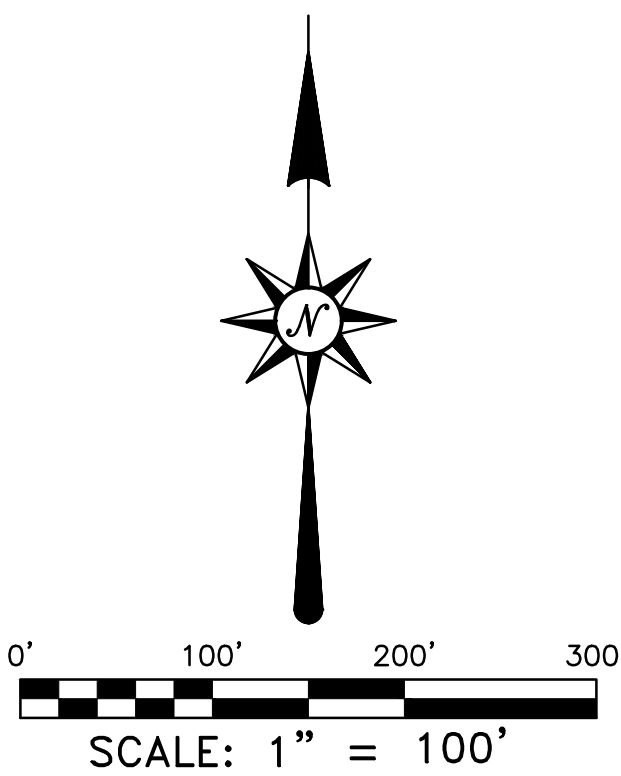
APPROVAL SET - 05/26/2023

SHEET
1
OF 3

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

FIRELIGHT PARK MINOR SUBDIVISION PLAT

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



LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH ORANGE PLASTIC CAP "ATWELL PLS 38705"
	EXISTING PRODUCING OIL/GAS WELL
	EXISTING DRY & ABANDONED OIL/GAS WELL

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	5.08 AC.	7.23
TRACTS	64.58 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.65 AC.	OPEN SPACE/UTILITIES/ DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38 AC.	OPEN SPACE/ACCESS/ UTILITIES/DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
C	1.27 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
D	45.65 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNER	OWNER
E	0.79 AC.	OPEN SPACE/ LANDSCAPE BUFFER	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
F	11.85 AC.	ACCESS/UTILITIES	OWNER	OWNER

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

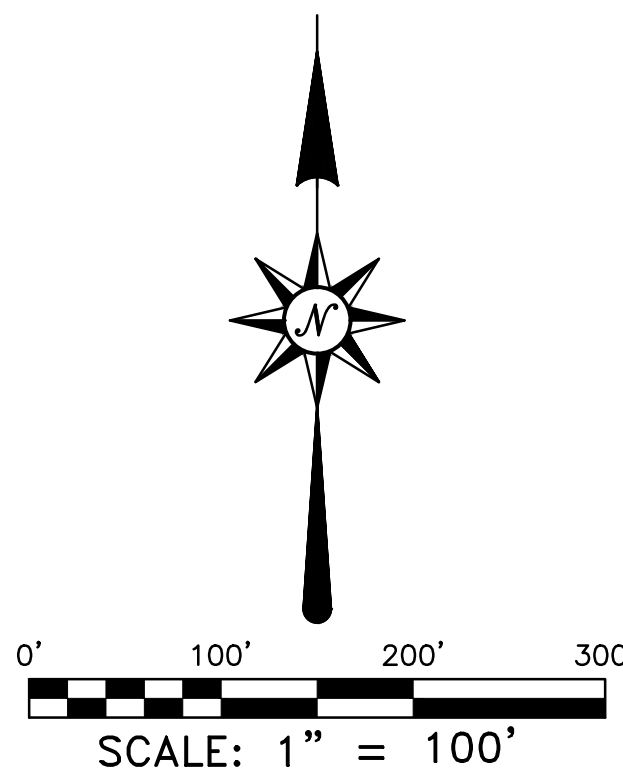


REVISIONS	
APPROVAL SET -	05/26/2023

SHEET	2
OF	3
FILE NO.	18003353
DATE	12/08/20
DRAWN BY	TWK
CHECK BY	VS
JOB NO.	18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

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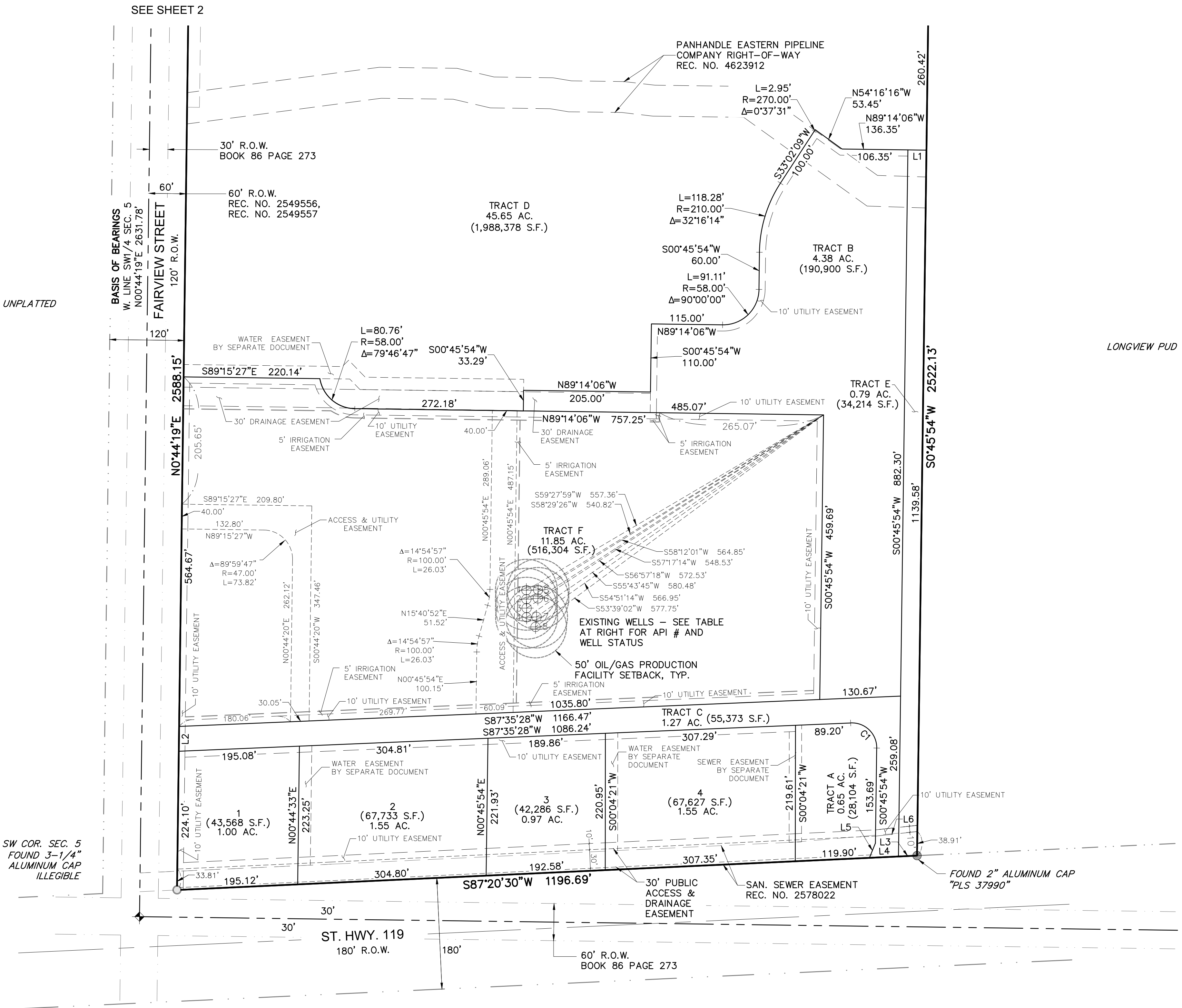


LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH ORANGE PLASTIC CAP "ATWELL PLS 38705"
	EXISTING PLUGGED & ABANDONED OIL/GAS WELL

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	46.90'
L5	N22°09'51"E	25.53'
L6	N83°44'22"E	67.09'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	93°42'54"	40.00'	65.43'

WELL CHART		
WELL #	API #	STATUS
1	123-26695	PLUGGED/ABANDONED
2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED



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303.462.1100

REVISIONS	
APPROVAL SET - 05/26/2023	

SHEET
3
OF 3

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

RESOLUTION NO. 22-79

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 13th day of July, 2022.

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

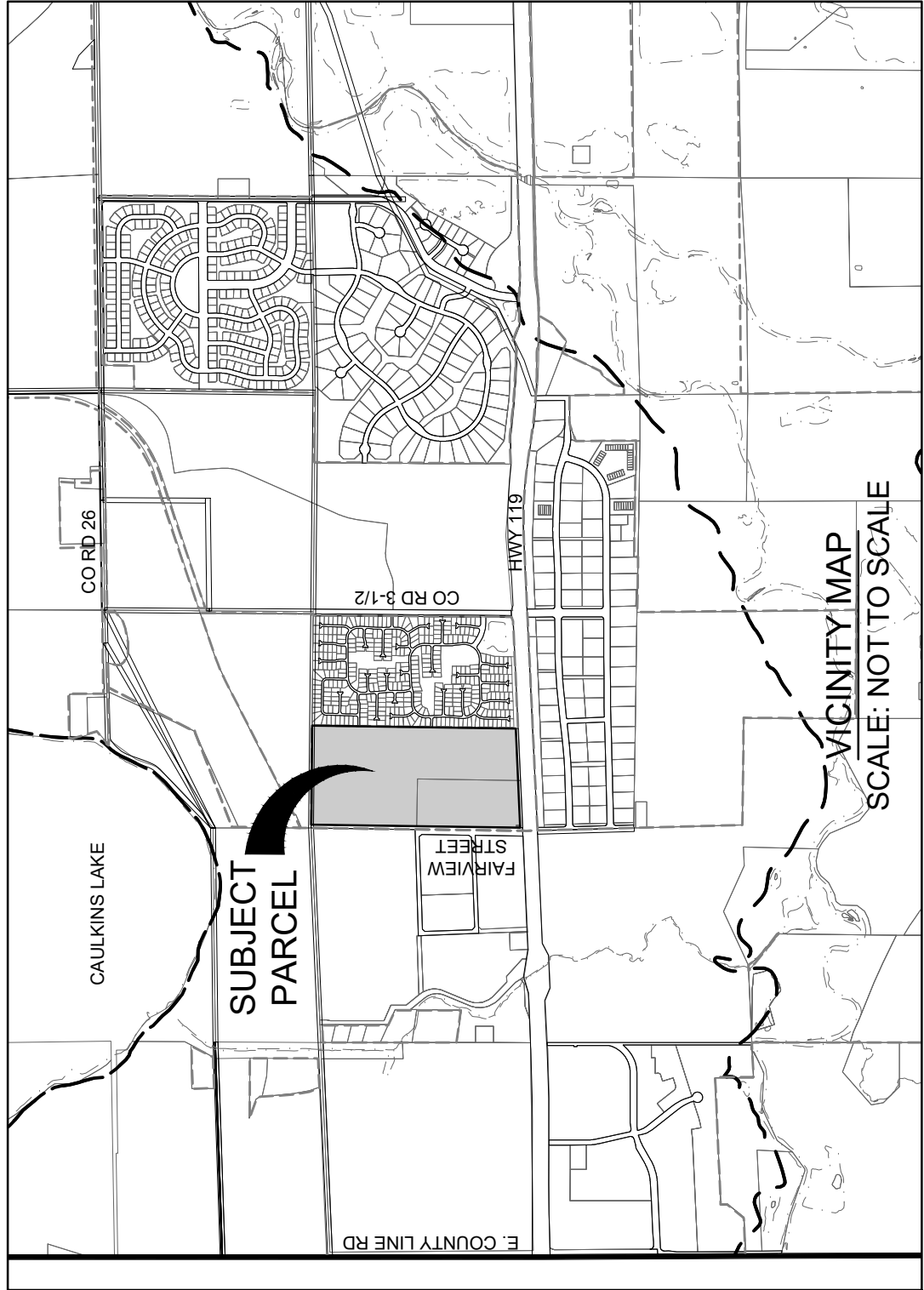
William P. Hayashi, Town Attorney



EXHIBIT A
Firelight Park Minor Subdivision Plat

FIRELIGHT PARK MINOR SUBDIVISION PLAT

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



DEDICATION AND OWNERSHIP STATEMENT

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

A REPLAT OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794,

RECORDED AT RECEPTION NO. 2768721,

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LESS ROADS

ALSO DESCRIBED AS:

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

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

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

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

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

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

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

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

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

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

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

OWNER:

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

ATTEST: _____

STATE OF COLORADO } ss.

COUNTY OF WELD }

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BOARD OF TRUSTEES APPROVAL CERTIFICATE

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

MAYOR _____

ATTEST _____

TOWN CLERK _____

ACCEPTANCE CERTIFICATE

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

FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ (NOTARIZED SIGNATURE) DATE: _____

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO } ss.

COUNTY OF WELD }

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

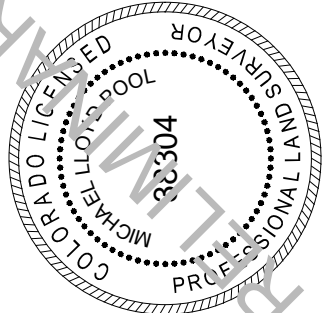
OWNER/SUBDIVIDER:
VOYAGE VENTURES, LLC
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

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

SURVEYOR'S CERTIFICATE:

I, MICHAEL LLOYD POOL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM AWARE OF ALL DOCUMENTS, DEEDS, SHOWING RECORDS, THAT MAY AFFECT THE CLOSURE OF THE PLAT, AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

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



MICHAEL LLOYD POOL, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38304
FOR AND ON BEHALF OF ATWELL, LLC

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

TITLE VERIFICATION CERTIFICATE

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

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

REVISIONS

REVISED 03/07/2021
REVISED 05/08/2021
REVISED 10/14/2021
REVISED 01/03/2022
REVISED 03/01/2022

SHEET

1

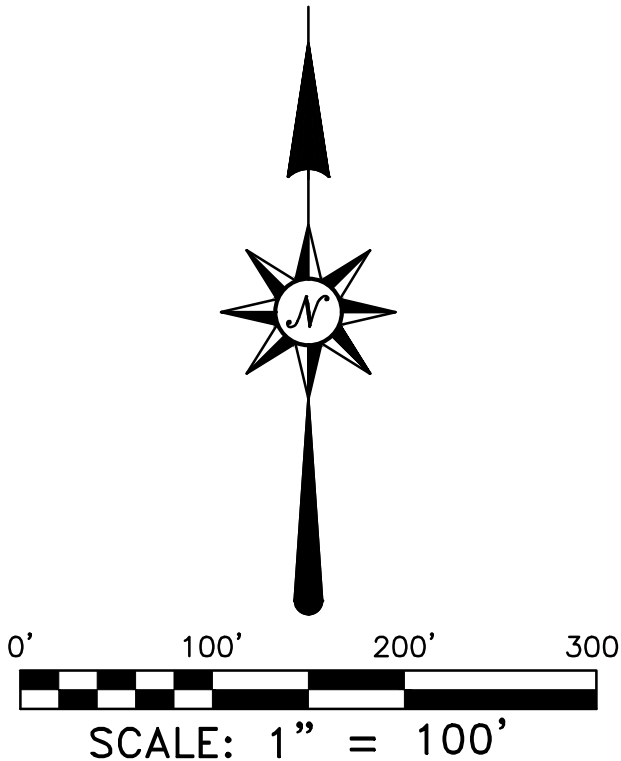
OF 3

FILE NO. 18003353
DATE 12/08/20
DRAWN BY TWC
CHECK BY MJP
JOB NO. 18003353



FIRELIGHT PARK MINOR SUBDIVISION PLAT

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

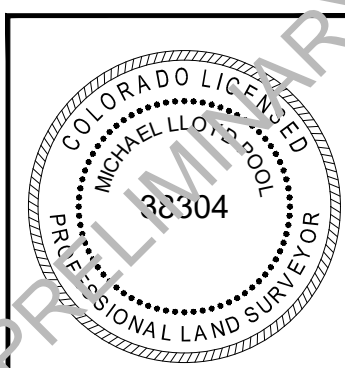


- LEGEND
- PLAT BOUNDARY LINE
 - ADJACENT LOT LINE
 - EXISTING LOT LINE TO BE VACATED
 - PROPOSED LOT LINE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - EXISTING EASEMENT LINE
 - PROPOSED EASEMENT LINE
-
- SECTION CORNER, AS NOTED
 - FOUND MONUMENT, AS NOTED
 - SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
 - EXISTING PRODUCING OIL/GAS WELL
 - EXISTING DRY & ABANDONED OIL/GAS WELL

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

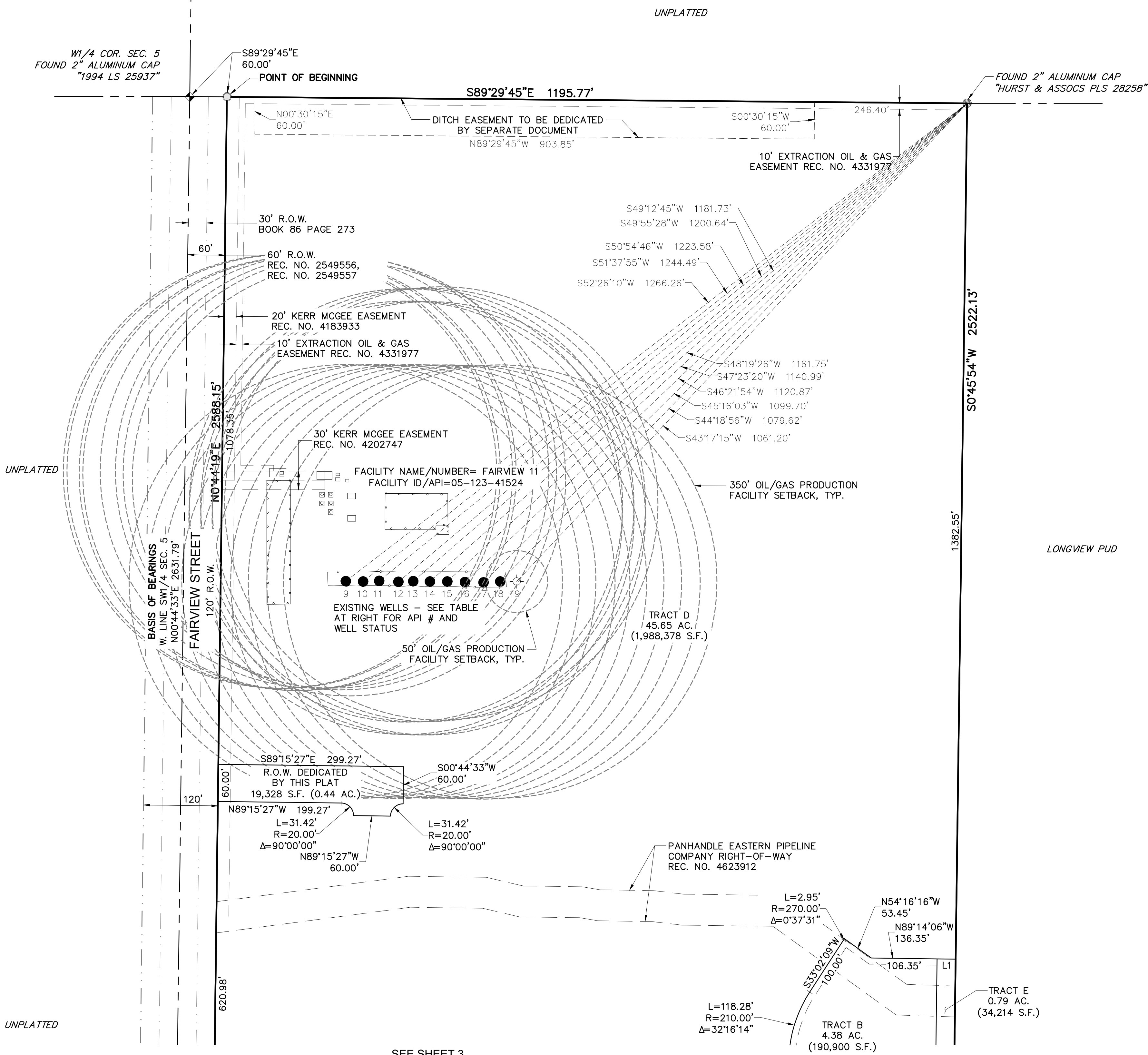
TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.55 AC.	OPEN SPACE/UTILITIES/ DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38	OPEN SPACE/ACCESS/ UTILITIES/DETENTION	OWNER	OWNER
C	1.26 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT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

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



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303.462.1100

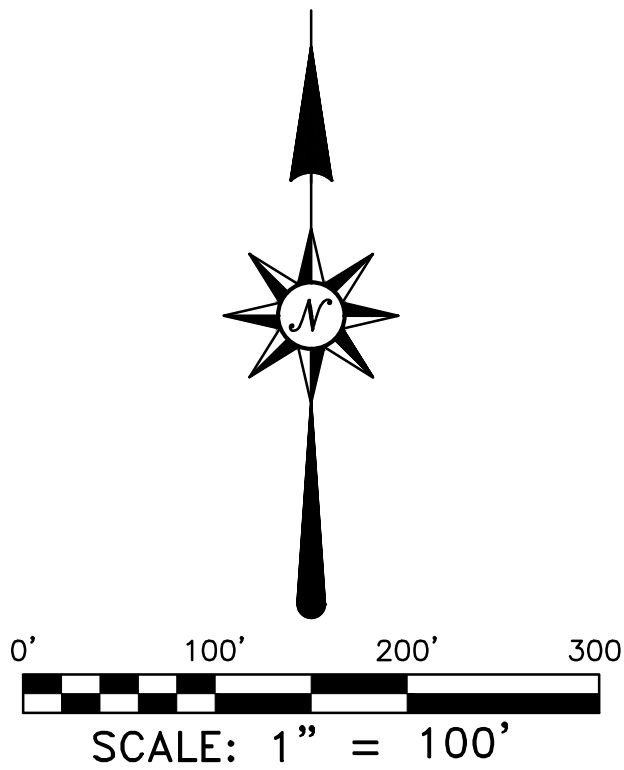
REVISIONS		SHEET 2 OF 3
REVISOR	DATE	
REVISOR	DATE	FILE NO. 18003353 MINOR SUB DATE 12/08/20 DRAWN BY TWK CHECK BY MLP JOB NO. 18003353
REVISOR	DATE	
REVISOR	DATE	
REVISOR	DATE	
REVISOR	DATE	



SEE SHEET 3

FIRELIGHT PARK MINOR SUBDIVISION PLAT

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

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

LINE DATA TABLE

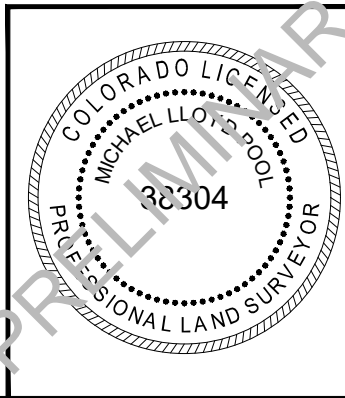
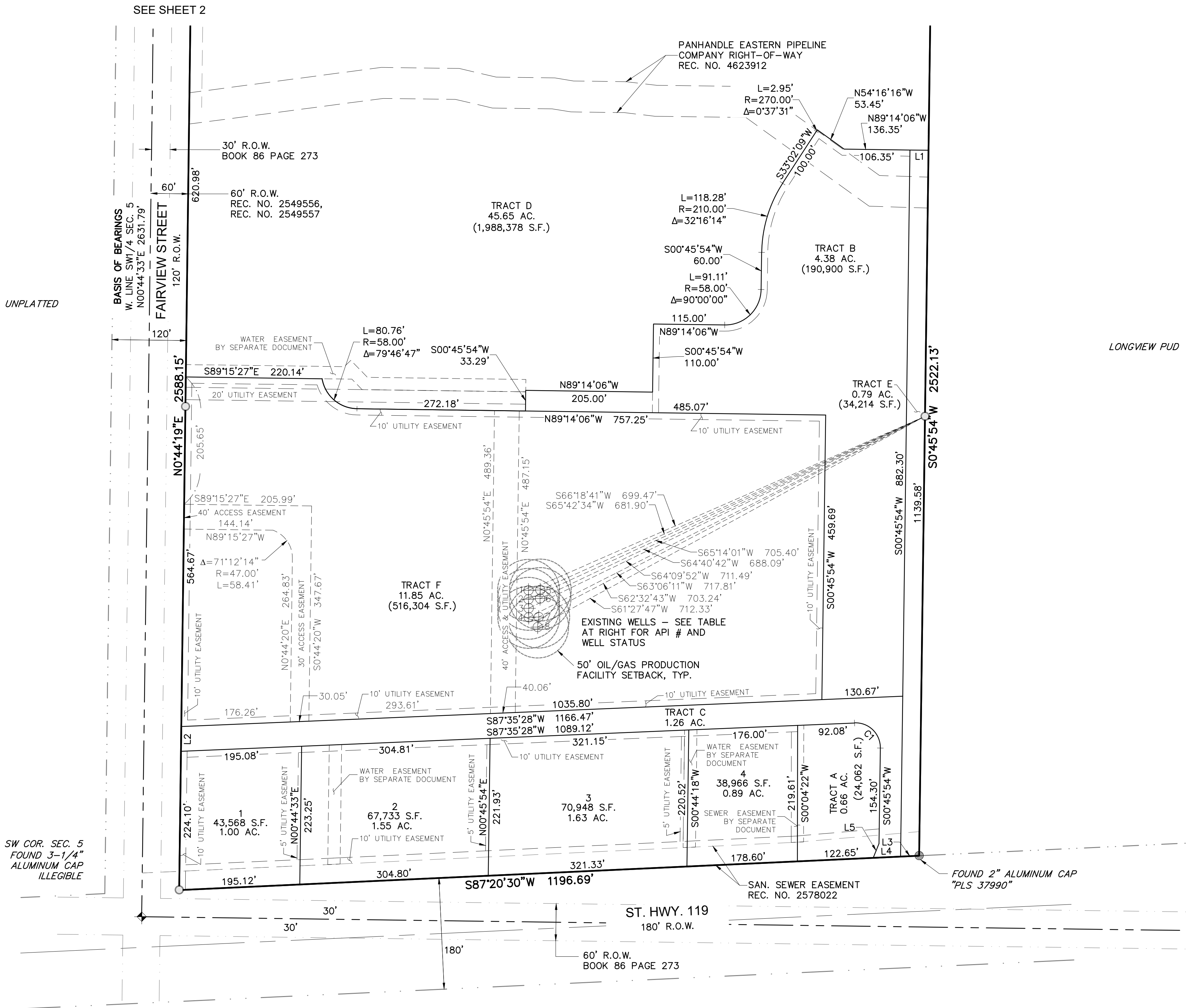
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	44.14'
L5	N22°09'51"E	24.85'

CURVE DATA TABLE

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

WELL CHART

WELL #	API #	STATUS
1	123-26695	PLUGGED/ABANDONED
2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED



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

EXHIBIT B
Firelight Park Minor Subdivision Plat
Subdivision Development Agreement

**{FINAL PLAT NAME}
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as “Firestone” or “Town,” and **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for {Final Plat Name} (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

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

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat

dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements ("Standards and Specifications"), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to

construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone’s current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone’s current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone’s current Standards and Specifications or Development Code.

G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.
4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to

United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Firestone.

M. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications approved by the St. Vrain Sanitation District.

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner’s actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.
5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be

maintained by the Owner, {HOA Name} (“HOA”), {Metro District Name}, maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.

7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code (“Code”) prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete "as-built" drawings in a form as defined in Firestone's current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Initial Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required

within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No “Certificate of Occupancy” will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. Maintenance of Improvements

For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after

receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

- a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common

Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**

Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

- i. The Owner has not transferred title to any portion of the

- Development.
- ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.
- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so

long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

{Describe major on/off site transportation improvements}

B. Phasing Map ("Exhibit D")

The Development shall be constructed as outlined in “Exhibit D”. All Public Improvements within each phase shall be installed and operational as solely determined by the Town prior to the Town issuing building permits. Each Phase shall have two points of access, a looped water system, and shall have the appropriate sanitary sewer substantially completed and operational, as determined by the Town, prior to the issuance of any building permit for that Phase. No building permits may be issued within any subsequent phase until Public Improvements in the previous phase are installed and operational as solely determined by the Town.

C. Dedication of Open Space

Owner shall pay a fee in lieu of open space land dedication for {#} acres of open space. The fee in lieu payment is outlined in “Exhibit C.”

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct {Park, Landscape, Trail Improvements} on Tracts { } as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts { }.

E. Maintenance of Parks, Trails, Open Space and Landscaping

Tracts { } shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 16 of the Code.

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

I. Water

{Describe major on/off site water improvements}

J. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District (“Exhibit F”) shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.
2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such

documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

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

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit,

action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:	Owner:
Town of Firestone	{Owner Name}
Town Manager	{Owner's Contact Name & Title}
P.O. Box 100	{Owner's Address}
Firestone, CO 80520	{Owner's City, State Zip Code}
William P. Hayashi	{Owner's Attorney Name}
Williamson and Hayashi, LLC	{Owner's Attorney's Firm}
1650 38 th Street, Suite 103	{Firm's Address}
Boulder, CO 80301	{Firm's City, State Zip Code}

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

J. Force Majeure

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

K. Approvals

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

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

O. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By: _____
 {Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by {Name}, as {Title} of {Owner Name}.

Witness my hand and official seal.

My commission expires: _____

(SEAL) _____
 Notary Public

EXHIBITS LIST

EXHIBIT A – {FINAL PLAT NAME} FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

{Final Plat Name} Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

- 1.

Reimbursements due Firestone:

- 1.

Reimbursements due Others:

- 1.

Fee In Lieu due Firestone:

- 1.

EXHIBIT D

Phasing Plan

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, _____ (name of subdivision), Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the _____ Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of \$300,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of _____, 20__.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, {Final Plat Name}, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the {Final Plat Name} subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the {Final Plat Name} Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising {Final Plat Name}. There may be ongoing oil and gas operation and production of oil and gas within {Final Plat Name}, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of {Final Plat Name}. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within {Final Plat Name}, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising {Final Plat Name}. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within {Final Plat Name} and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within {Final Plat Name} will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within {Final Plat Name} to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within {Final Plat Name}.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in {Final Plat Name}, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.g

Consent Agenda

Meeting Date: September 13, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 23-93 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-93.

SUMMARY

On September 11, 2023, the Colorado Department of Transportation submitted a "Petition for Annexation to the Town of Firestone" (Petition) for the proposed CDOT Mobility Hub. The total area proposed for annexation is 5.416 acres Land is located at the southeast corner of I-25 and Highway 119.

Acceptance of Petition by the Board of Trustees via Resolution 23-93 does the following:

- a. Establishes that the Board of Trustees finds the Petition to be in substantial compliance with the Firestone Development Code and the laws of the State of Colorado; and,
- b. Sets a Public Hearing date and time for the CDOT Mobility Hub Annexation for October 25, 2023, at 7:00 p.m., in the Firestone Municipal Court and Board Room, 9900 Park Avenue, Firestone, Colorado, 80504.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Resolution 23-93
2. Annexation Map
3. Petition for Annexation

RESOLUTION NO. 23-93

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

WHEREAS, a Petition for Annexation of the hereinafter described real property has been filed with the Town Clerk of the Town of Firestone, Colorado; and

WHEREAS, the Petition has been referred to the Board of Trustees of the Town of Firestone, Colorado, for a determination of substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Board of Trustees has been advised by the staff, and has taken official notice of all maps, records and other information and other materials on file with the Town of Firestone, Colorado, regarding said petition.

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

Section 1. The Petition for Annexation, whose legal description is attached hereto as “Exhibit A” and incorporated by reference herein, is determined to be in substantial compliance with C.R.S. § 31-12-107(1).

Section 2. The Board of Trustees shall hold a public hearing on the proposed annexation on October 25, 2023, at 7:00 P.M., or as soon thereafter as possible, at Firestone Municipal Court and Board Room, 9900 Park Avenue, to determine if the proposed annexation complies with Section 30 of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and -105, or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The Town Clerk shall publish a Notice of Public Hearing once a week for four successive weeks in a newspaper of general circulation in the area proposed to be annexed, with the first publication of such notice to be at least thirty days prior to the date of the hearing. The Town Clerk shall further provide notice to the Clerk of the Board of County Commissioners of Weld County, the Weld County Attorney, and to any special district or school district having territory within the area proposed to be annexed, in the manner and within the time provided in C.R.S. § 31-12-108(2).

INTRODUCED, READ AND ADOPTED this 13th day of September, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Legal Description

A tract or parcel of land No. RW-1 of the Department of Transportation, State of Colorado Project No. C 0253-278, in Section 11, Township 2 North, Range 68 West, of the 6th P.M., in Weld County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the West sixteenth Corner of said Section 11, as monumented by a 2" aluminum cap stamped "PLS 29430", whence the Northwest corner of said Section 11, as monumented by a 3-1/4" aluminum cap, stamped "PLS 24307", bears S 89° 50' 41" W, a distance of 1298.33 feet; thence S 22° 30' 32" W, a distance of 612.41 feet to a point on a curve on the Westerly right of way of the East Interstate 25 frontage road, said point being the Point of Beginning;

1. Thence along said Westerly right of way and along the arc of a curve to the right, a radius of 756.18 feet, a central angle of 19° 29' 16", a distance of 257.20 feet, (a chord bearing S. 29° 44' 02" W., a distance of 255.96 feet);
2. Thence S 39° 28' 40" W, continuing along said Westerly right of way a distance of 638.32 feet;
3. Thence N 72° 44' 44" W, a distance of 144.46 feet to the Easterly right of way of said Interstate 25;
4. Thence N 11° 13' 03" E, along said Easterly right of way, a distance of 343.47 feet;
5. Thence N 19° 27' 41" W, Continuing along said Easterly right of way, a distance of 270.00 feet;
6. Thence leaving said right of way, S. 87° 40' 08" E., a distance of 60.00 feet;
7. Thence N. 03° 38' 32" E., a distance of 79.19 feet to a point on the Southerly boundary of the Interstate 25 and Highway 119 Park and Ride;
8. Thence N 89° 29' 04" E, along said Southerly boundary, a distance of 449.00 feet, more or less, to the True Point of Beginning, County of Weld, State of Colorado

Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of N 89° 50' 41" E between the Northwest Corner of Section 11, being a No. 6 rebar with 3 1/4" aluminum cap (Colorado Department of Transportation T2N R68W 3/2/10/11 1999 PLS no. 24307) and the West 1/16th Corner, being a No. 6 rebar with a 2" aluminum cap (ATWELL S2 W1/16 S11 2016 PLS 29430), T2N, R68W, 6th PM. The survey data was obtained from a Global Positioning System (GPS) survey based on the Colorado High Accuracy Reference Network (CHARN).

**A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 11
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO
AN-22-034 / ±5.416 ACRES**

202
NORTHWEST CORNER, SEC 11
T2N, 68W, 6TH PM

KNOW ALL MEN BY THESE PRESENTS, THAT _____, of
_____, BEING THE SOLE OWNER AND PROPRIETOR OF THE FOLLOWING
DESCRIBED LAND TO WIT:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 11, AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 29430" THENCE S65° 12' 37" W, A DISTANCE OF 275.89 TO A POINT ON THE RAM LAND ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 2720551, DATED 09/15/99, SAID POINT BEING THE POINT OF BEGINNING A;

1. THENCE ALONG SAID ANNEXATION AND THE COWBOY CORRAL ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3461534, DATED 3/13/07, S00°09'17"E, A DISTANCE OF 78.31 FEET TO A POINT ON THE LAMBERTSON ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3502678, DATED 09/07/07;
2. THENCE AROUND SAID LAMBERTSON ANNEXATION, S02°27'44"E, A DISTANCE OF 37.10 FEET;
3. THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET TO POINT A₂;
4. THENCE N17°58'40"E, A DISTANCE OF 85.75 FEET;
5. THENCE LEAVING SAID LAMBERTSON ANNEXATION, N12°04'45"E, A DISTANCE OF 322.34 FEET;
6. THENCE N43°52'35"E, A DISTANCE OF 78.82 FEET;
7. THENCE N89°50'41"E, A DISTANCE OF 322.44 TO THE POINT OF BEGINNING A₂;

AND BEGINNING AT POINT OF BEGINNING A; THENCE S00°09'17"E, A DISTANCE OF 78.31 FEET; THENCE S02°27'44"E, A DISTANCE OF 372.10 FEET; THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET; THENCE S19°27'41"W, A DISTANCE OF 80.87 FEET TO POINT OF BEGINNING B;

1. THENCE CONTINUING ALONG SAID LAMBERTSON ANNEXATION, S19°27'41"W, A DISTANCE OF 270.00 FEET;
2. THENCE S11°13'03"W, A DISTANCE OF 343.47 FEET;
3. THENCE S72°44'43"E, A DISTANCE OF 144.50 FEET TO A POINT ON SAID COWBOY CORRAL ANNEXATION;
4. THENCE S39°28'31"W, A DISTANCE OF 311.91 FEET;
5. THENCE S05°22'12"W, A DISTANCE OF 294.59 FEET;
6. THENCE LEAVING SAID COWBOY CORRAL ANNEXATION, N83°38'05"W, A DISTANCE OF 29.19 FEET;
7. THENCE N07°18'39"E, A DISTANCE OF 286.35 FEET;
8. THENCE N11°03'13"E, A DISTANCE OF 528.81 FEET;
9. THENCE N11°44'51"E, A DISTANCE OF 172.42 FEET;
10. THENCE N27°31'09"E, A DISTANCE OF 217.99 FEET TO POINT OF BEGINNING B

THE TOTAL ABOVE DESCRIBED PARCELS COMBINED CONTAINS 235,915 SQ. FT. (5.416 ACRES) MORE OR LESS.

By: _____ as _____ of _____

State of _____)
County of _____) ss

By: _____ of _____

MY COMMISSION EXPIRES: _____

TOTAL PERIMETER OF AREA TO BE ANNEXED .. 4267.89

CONTIGUITY WITH TOWN LIMITS 2,302.09

MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)711.32

MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)711.32

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY CDOT SURVEY CREW AND COMPLETED IN January 2020.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS ANNEXATION MAP ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY".
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY STATU-
MENT STATUTE OR ACCESSORY 18-4-508, C.R.S. COMMITS A CLASS TWO (2) MISDEMEANOR
PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

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

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS 6TH DAY OF OCTOBER 2022.

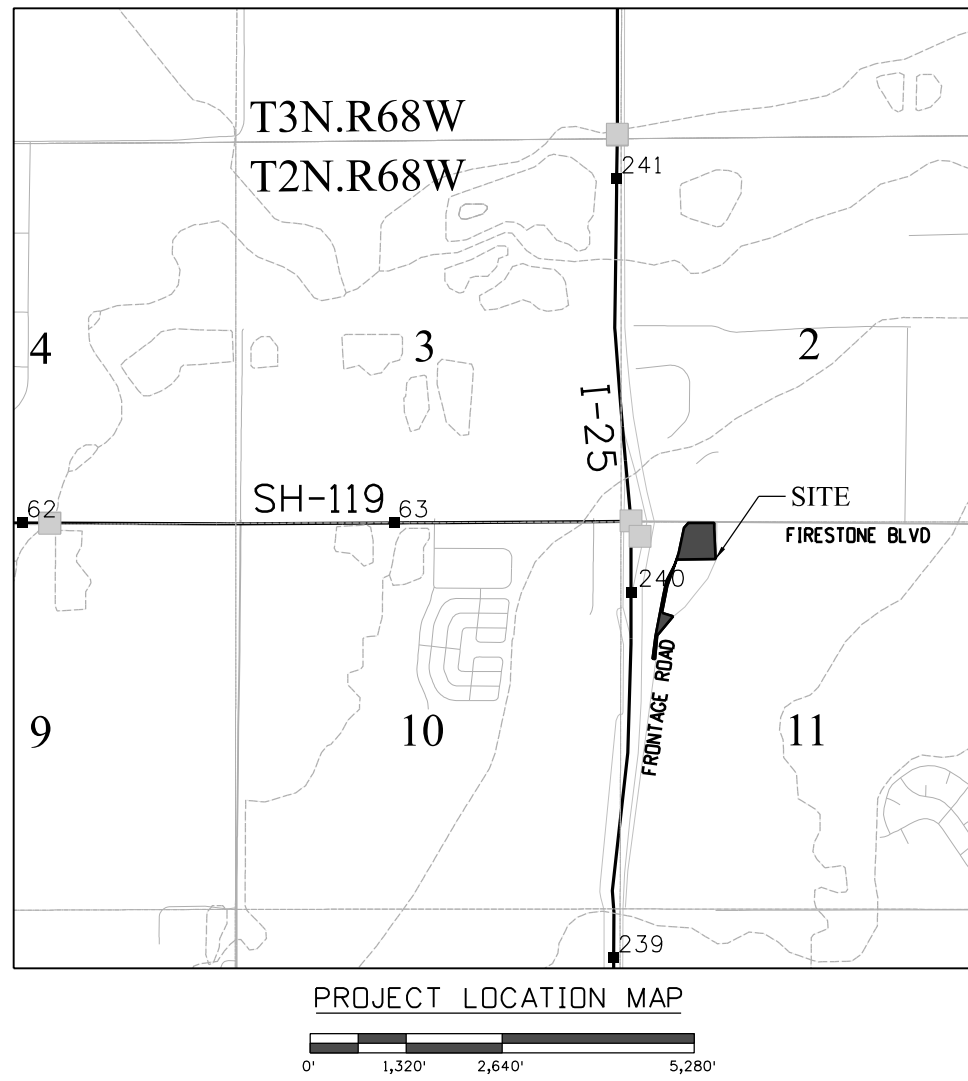
BY: PETER T. SULMEISTERS, PLS NO. 28290
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF CDOT.

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 16.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARENTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

THIS IS TO CERTIFY THAT THE FIRESTONE LONGMONT MOBILITY HUB ANNEXATION WAS APPROVED ON THE ____ DAY OF _____ 20__ BY ORDINANCE NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN HEREBY ACKNOWLEDGES SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST: TOWN CLERK

[illegible]

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the Town of Firestone and its Board of Trustees for annexation to the Town of Firestone of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Firestone Longmont Mobility Hub Annexation to the Town of Firestone.

As part of this petition, your petitioners further state to the Board of Trustees that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the Town of Firestone.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Firestone or will be contiguous with the Town of Firestone within such time as required by Section 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Firestone.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Firestone.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and which, together with the buildings and improvements situated thereon, has an assessed value in excess of two

hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.

- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
 - h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
 - i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Firestone more than three miles in any direction from any point of the boundary of the Town of Firestone in any one year.
 - j. The territory proposed to be annexed is 5.416 acres in total area.
 - k. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Firestone; and the proposed land uses for the area; such plan to be updated at least once annually.
 - l. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Firestone but is not bounded on both sides by the Town of Firestone.
 - m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.
3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.

The signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attesting to the

facts and agreeing to the conditions herein contained will negate the necessity of any annexation election.

4. Accompanying this petition are four copies of an annexation map containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Firestone and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
5. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the Town of Firestone, except for general property taxes of the Town of Firestone, which shall become effective as of the January 1 next ensuing.
6. The zoning classification requested for the area proposed to be annexed is RC.

The petitioners agree that said annexed land shall be brought under the provisions of Title 16 of the Firestone Municipal Code within ninety (90) days from the effective date of the annexation ordinance.

7. There shall be no duty or obligation upon the Town of Firestone to furnish water or sanitary sewer facilities to the area proposed to be annexed. Such services will be provided at such time, in the sole discretion of the Town, when such services for water and sanitary sewer can be economically and reasonably installed to service a sufficient number of inhabitants within the area so as to make the construction and establishment of such services feasible and at no additional cost for the same or similar type of services provided to inhabitants within the existing corporate limits of the Town.
8. If required by the Town, an annexation agreement has been or will be executed by the petitioners herein and the Town of Firestone relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.

WHEREFORE, the petitioners, whose signatures are on the signature sheet on the next page, respectfully request that the Town of Firestone, acting through its Board of Trustees, approve the annexation of the area proposed to be annexed.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Firestone, Colorado, consisting of pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.


Keith Sheaffer - Circulator

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The above and foregoing Affidavit of Circulator was subscribed and sworn to before me this 11th day of September 2023.

Witness my hand and official seal.

My commission expires on: 7-21-2025

BERTHA A. JAIMES
Notary Public - State of Colorado
Notary ID 20134025434
My Commission Expires July 21, 2025


Notary Public

10001 10th St
Address

Janney, CO 80034

(SEAL)

SIGNATURE SHEET

Signature of Landowner / Petitioner	Date of signing of Each Signature	Mailing Address of Landowner / Petitioner	Are you a registered elector, resident landowner of the area proposed to be annexed? (Yes or No)	Are you an authorized agent of the area proposed to be annexed? (Yes or No)	See Exhibit <u>A</u> attached hereto and incorporated into this petition by this reference for the legal description of the land owned by this signer
Adnana Murtic Professional Engineer I, on behalf of Colorado department of Transportation		2829 W Howard Pl, Denver, CO 80204	n/a	Yes	Attached /

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Discussion/Action

Meeting Date: September 13, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 23-89: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR AN ADA RAMP REPLACEMENT PROGRAM

RECOMMENDATION

Staff recommends the approval of Resolution No. 23-89.

SUMMARY

The Town was awarded \$150,000 from Weld County's Community Development Block Grant (CDBG) allocation on April 24, 2023, to be used to fund an ADA ramp replacement project within the Historic Firestone neighborhood. The proposed sub-recipient agreement allocates \$150,000 of CDBG funding to the Town in order to launch the ADA ramp replacement project.

Town staff will be required to provide documentation throughout the program to verify the funds are being used in accordance with the CDBG qualifications and standards.

FINANCIAL CONSIDERATIONS

Weld County will reimburse the Town for the ADA ramp replacement program up to the awarded amount of \$150,000.

HISTORY AND PREVIOUS BOARD ACTION

The Weld County Board of County Commissioners was awarded Community Development Block Grant (CDBG) funding in 2023. It provided an opportunity for Weld County communities to apply as sub-recipients for funding for public improvements, including adequate public infrastructure, housing preservation, and access to public services.

The Town submitted an application for Community Development Block Grant funding on December 27, 2022, to Weld County and was awarded the allocation of \$150,000 by the Weld County Commissioners on April 24, 2023, based on recommendations of the Weld County Community Development Block Grant Advisory Committee.

ATTACHMENTS

1. Reso23-89 CDBG Subrecipient Agreement (3)
2. _Firestone Subrecipient Agreement

RESOLUTION NO. 23-89

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD
COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS FOR AN ADA RAMP REPLACEMENT PROGRAM**

WHEREAS, Weld County and the Town of Firestone ("Town") have entered into an Intergovernmental Cooperation Agreement, and as a qualified urban county Weld County is entitled to receive and distribute Community Development Block Grant ("CDBG") funds within the County to conduct and administer housing and community development activities and projects; and

WHEREAS, Weld County has applied for and received CDBG funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974 as amended (HCD Act); and

WHEREAS, Weld County shall disburse HCD Act funds to the Town subject to a Subrecipient Agreement by which the Town will administer an Americans with Disability Act ("ADA") Ramp Replacement Program which will replace between 18 and 24 non-conforming ADA ramps within the Town; and

WHEREAS the Town's Board of Trustees finds that such program is of benefit to the health, safety and welfare of the community.

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

The Subrecipient Agreement between the Town of Firestone and Weld County for use of Weld County Community Development Block Grant HCD Act funds for an ADA Ramp Replacement Program is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Subrecipient Agreement on behalf of the Town of Firestone.

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

TOWN OF FIRESTONE, COLORADO

ATTEST:

Drew Alan Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT entered this ___ day of ___, 20__ by and between the Weld County Community Development Block Grant Program (herein called the "Grantee") and Town of Firestone (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee has established the Weld County Community Development Block Grant Program and desires to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee and Subrecipient have an executed Cooperation Agreement;

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible to provide the following activities): removal of architectural barriers which restrict the mobility and accessibility of elderly and handicapped persons (describe the activity(ies)) to meet the National Objective of Benefit to Low and Moderate-income Persons and for administering the Community Development Block Grant funds in a manner satisfactory to the Grantee consistent with any standards required as a condition of providing these funds.

Program Delivery

- Activity #1 The Subrecipient will hire a contractor to replace between 18 and 24 non-conforming Americans with Disabilities Act ("ADA") ramps within the Historic Firestone neighborhoods with ramps that meet the current ADA design and construction standards. The project work shall consist of: removing the existing concrete sidewalk and integrated gutter, removing the existing non-conforming ADA ramps located at the intersections, removing the existing concrete cross pans integrated with ramps/gutters located at the intersections, reconditioning of the subgrade and subbase (aggregate base course) as needed to construct ADA grades, placement of concrete sidewalk and gutter, placement of ADA Ramps with detectable warning truncated domes, dowels connecting new ramp to existing sidewalks, placement of concrete cross pan located at the intersections, placement and compaction of asphalt patching, relocation of wet utilities that precludes construction of ADA compliant ramps, landscape restoration, and all work associated with constructing an ADA compliant ramp. All work to be performed at street intersections.

General Administration

The Town will provide general administration and monitoring of the project work performed.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities performed under this Agreement will meet the National Objective of Benefit to Low and Moderate-income by improving access to public services through the removal of accessibility barriers.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Percent of project completion</u>	<u>Date accomplished by</u>
Activity #1	Start of construction	April 1, 2024
Activity #1	35% of construction complete	May 23, 2024
Activity #1	75% of construction complete	July 23, 2024
Activity #1	100% of construction complete	August 16, 2024
Activity #1	Project completion	August 30, 2024

D. Staffing

Paula Mehle, Town of Firestone, Director of Economic Development & Firestone Urban Renewal Authority, will serve as Project Manager. Nathan Hassis, P.E., Town of Firestone, Senior Civil Engineer will serve as Assistant Project Manager.

Any changes in the above Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (30 days)

after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date of the Notice to Proceed and end on the 30th day of August 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Project Contributions:</u>	<u>Amount:</u>
Weld County CDBG grant	\$150,000
Southern Firestone Urban Renewal Area	25,000
Town of Firestone CIP Program	25,000
Project Line-item Costs:	
Removal (Saw cutting/SW/C&G/Signs/Ramp)	\$ 41,788
Stormwater Protection	5,175
Irrigation Repair	4,140
Excavation 6"	5,165
Subgrade Stabilization	12,226
6" ABC/Recycled Concrete Base Course	13,283
2' HMA Patching	18,630
Vertical Concrete Curb and Gutter	15,525
Concrete ADA Ramp	46,575
Truncated Domes	2,587
Concrete Flatwork	27,686
Traffic Control	7,219
TOTAL	\$200,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$150,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

For construction activities: Draw requests can be submitted no more frequently than at the following points in the work: 25% draw request when work is 35% complete; 50% draw request when work is 60% complete; 75% draw request when work is 85% complete; to reach 90% draw when work is 100% complete; remaining 10% when all lien waivers and completion reports have been submitted as required. Lien waivers are required before the final payment and certified payrolls are required at every stage of the draw schedule, if Davis Bacon requirements are in force.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this agreement shall be directed to the following contract representatives:

Grantee
Elizabeth Relford
CDBG Manager
1111 H Street
Greeley, CO 80631
erelford@weldgov.com
970 673-5836

Subrecipient
Drew Peterson
Mayor
950 Park Avenue
Firestone, CO 80504
dpeterson@firestonego.gov
303 833-3291

VI. SPECIAL CONDITIONS

All projects regardless of scope, require an environmental review. Reviews will be completed by the County prior to issuing a notice to proceed.

If the Subrecipient desires to extend the time given for project completion, it must notify the Weld County CDBG Program in writing forty-five (45) days in advance unless due to unforeseen circumstances. Weld County CDBG staff may extend the time of performance of this subrecipient agreement up to 90 days without prior approval from the Weld County Board of Commissioners.

Subrecipient's progress reports will be due quarterly April 30th, July 31st, October 31st and January 31st for the preceding quarter. In addition, a progress report must accompany each draw request

detailing the progress made/activities completed with the funds being requested for reimbursement.

Compliance with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41).

VII. GENERAL CONDITIONS

(Note: Links to the Code of Federal Regulations [CFR] may be accessed through links provided in the agreement, provided as a convenience to the Subrecipient. It is, however, the Subrecipient's responsibility to ensure the links are the most current one available)

Code of Federal Regulations

<https://www.govinfo.gov/app/collection/cfr/>

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, to the extent permitted by law, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2CFR200.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR 570.502 and 2 CFR.200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted set forth under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the time of performance for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement's term. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

No indirect costs can be charged to this project.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based on information submitted by the Subrecipient and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred and paid for by the Subrecipient. Requests for payment by the Subrecipient must include copies of invoices for which reimbursement is being requested, and a copy(ies) of Subrecipient's check for payment of the invoices. Additionally, the Progress/Inspection Report should be submitted with activity progress noted for the period for which reimbursement is being requested. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the procedures delineated at 2 CFR 200.317-327 when procuring all materials, property, and/or services (including the purchase of equipment) under this agreement. It is the Subrecipient's responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Subrecipient shall, to the greatest extent feasible, reach out through advertising, phone or email notice, or other means, and solicit bids from, Section 3 business concerns, women-owned businesses, and minority-owned businesses.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The

Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient

agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible

opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.317-327 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF FIRESTONE, COLORADO

By: _____

By: _____

Kristi K. Bashor, CMC, Town Clerk

Drew Alan Peterson, Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Weld County Clerk to the Board

WELD COUNTY, COLORADO

BY: _____

Deputy Clerk to the Board

Mike Freeman, Chair

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b

Discussion/Action

Meeting Date: September 13, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 23-90: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

RECOMMENDATION

Staff recommend approval of Resolution No. 23-90, and authorizing the Mayor to sign the Assignment of Allocation between the Town and the Colorado Housing and Financing Authority.

SUMMARY

The Town of Firestone has received requests for its initial year allocation of Private Activity Bond (PAB) to the Colorado Housing and Finance Authority (CHFA) to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the Town and elsewhere in the State of Colorado. PABs are federally tax-exempt bonds often used as debt instruments by affordable housing developments. These bonds are applied to active projects that will close and be funded within the year of allocation. The PAB bond allocations are renewed annually for each municipality. The Town's 2023 allocation of \$1,036,838 has been requested to be assigned to CHFA by two proposed projects in Firestone: the Vistas at Saddleback by Elmington, and the Booth Farms project by Dominion.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The 2023 allocation of Private Activity Bonds (PAB) to the Town of Firestone is a first for the Town. The Town has experienced the benefits of PAB through numerous homeowners participating in the Colorado Housing and Financing Authority (CHFA) first-time homebuyer education and down payment assistance program from an allocation from other agencies and the State of Colorado.

ATTACHMENTS

1. Resolution 23-90
2. 2023 Assignment-of-Allocation-Town

RESOLUTION NO. 23-90

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the Town of Firestone ("Town") is authorized and empowered under the laws of the State of Colorado ("State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low-and moderate-income persons and families; and

WHEREAS, the Town is also authorized and empowered under the laws of the State to issue revenue bonds for the purpose of providing single-family mortgage loans to low-and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended ("Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes ("Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority ("Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under C.R.S. Sec. 24-32-1706 of the Allocation Act, Firestone has an allocation of the 2023 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2023 ("2023 Allocation"); and

WHEREAS, the Town has determined that, in order to increase the availability of adequate affordable housing for low-and moderate-income persons and families within the Town and elsewhere in the State, it is desirable to provide for the utilization of the 2023 Allocation; and

WHEREAS, the Town has determined that the 2023 Allocation, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low-and moderate-income persons and families or to issue Private Activity Bonds for the purpose

of providing single-family mortgage loans to low-and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the Board of Trustees of the Town of Firestone desires to assign the entirety of its 2023 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the Town and the Authority ("Assignment of Allocation").

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

1. The assignment to the Authority of \$1,036,838.00, which is the entirety of the Town of Firestone's 2023 Allocation is hereby approved.

2. The Assignment of Allocation is approved in substantially the same form as the copy attached hereto as Exhibit A and made a part of this resolution and the Mayor is authorized to execute the Assignment of Allocation on behalf of the Town; provided, however, that the Town's Director of Economic Development & FURA is authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The Town's Director of Economic Development & FURA is hereby authorized and directed to deliver the Assignment of Allocation on behalf of the Town of Firestone and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the purposes of this resolution.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney

EXHIBIT A

Assignment of Allocation – Town
3 pages



assignment of allocation - town

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this 13th day of September, 2023, is between the Town of Firestone Colorado (the "Assignor" or the "Jurisdiction") and the Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2023 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2023, (the "2023 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2023 Allocation; and

WHEREAS, the Assignor has determined that the 2023 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2023 Allocation assigned herein; and

WHEREAS, the Town Board/Council of the Assignor has determined to assign to the Assignee all or a portion of its 2023 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$ 1,036,838.00 of its 2023 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multifamily rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.

3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.

4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.

5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.

6. This Assignment is effective upon execution and is irrevocable.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

Town of Firestone, Colorado

By: _____

Name: Drew Alan Peterson

Title: Mayor

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____