



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

May 27, 2020
7:00 PM
Virtual Meeting
2 Park Avenue
Firestone, CO 80504

WORK SESSION 6:30 PM IN THE TRAINING ROOM

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

REGULAR MEETING 7:00 PM IN THE COURT ROOM

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 05-27-2020 Board of Trustees Regular Meeting
Time: May 27, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/82446065283>

Meeting ID: 824 4606 5283
One tap mobile
+12532158782,,82446065283# US (Tacoma)
+13462487799,,82446065283# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
Meeting ID: 824 4606 5283
Find your local number: <https://us02web.zoom.us/u/kbRfxOJeLR>

2. Call to Order & Roll Call

3. Pledge of Allegiance

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment 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.

4. Approval of Agenda

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

6. Consent Agenda

6.a. Approval of March 13, 2020 Meeting Minutes

6.b. Resolution 20-54: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT WITH BAREFOOT LLC PERTAINING TO THE CONSTRUCTION AND INSTALLATION OF PUBLIC ROADWAY IMPROVEMENTS; ACCEPTING A GRANT OF A SLOPE AND DRAINAGE EASEMENT FROM MARK W. AND DEBORAH SCHELL AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MARK W. AND DEBORAH M. SCHELL FOR SUCH EASEMENT; AUTHORIZING A LICENSE AGREEMENT WITH ST. VRAIN METROPOLITAN DISTRICT AND BAREFOOT LLC TO USE A PORTION OF TOWN RIGHT-OF-WAY FOR OPERATION AND MAINTENANCE OF SIGNAGE, LANDSCAPING AND IRRIGATION IMPROVEMENTS

6.c. 2020 Water Leasing Memo

6.d. Resolution 20-60: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER TO THE DESIGN SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN, LLC, FOR THE PUBLIC WORKS FACILITY EXPANSION AND REMODEL PROJECT

6.e. Resolution 20-61: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, TO SUBMIT "STATEMENT OF INTENT TO PARTICIPATE" AS A PARTICIPATING JURISDICTION IN WELD COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (HMP)

7. Land Development

7.a. PUBLIC HEARING: Resolution 20-55: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 7, FIRESTONE CROSSING FILING NO. 1

8. Discussion/Action

8.a. Resolution 20-56: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment 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 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

TOWN OF FIRESTONE, COLORADO, APPROVING PART 2A (SITE AND CONCRETE WORK) OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC.'S ST. VRAIN WATER TREATMENT PLANT PROJECT AGREEMENT

- 8.b. **Resolution 20-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC.
- 8.c. **Resolution 20-58:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES-ROCKY MOUNTAIN, INC., FOR DRILLING SERVICES REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS
- 8.d. **Resolution 20-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LAYNE CHRISTENSEN COMPANY FOR INSTALLATION OF THE PUMP STATIONS FOR THE ST. VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS
- 8.e. **Ordinance 974:** AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2020; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM; AND DECLARING AN EMERGENCY
- 8.f. Board Representatives for Organizations
- 8.g. Discussion of Boards & Commissions Quorum
- 9. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
- 10. **Reports**
 - 10.a. Staff
 - 10.a.i. April 2020 Monthly Board Report
 - 10.b. Mayor

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10.c. Trustees

11. Adjournment

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If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Consent Agenda

Meeting Date: May 27, 2020

Initiated By: Jessica Koenig

Department: Town Clerk

AGENDA ITEM

Approval of March 13, 2020 Meeting Minutes

RECOMMENDATION

Approval of May 13, 2020 Draft Meeting Minutes.

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 05-13-2020 Draft Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
May 13, 2020

1. Access Information

- 1.a.** Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 05-13-2020 Board of Trustees Regular Meeting
Time: May 13, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/87248735543>

Meeting ID: 872 4873 5543
One tap mobile
+13462487799,,87248735543# US (Houston)
+16699009128,,87248735543# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
Meeting ID: 872 4873 5543
Find your local number: <https://us02web.zoom.us/u/kl6rQOIDk>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on May 13, 2020, virtually via Zoom and at the Police Department Court Room, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:06 PM

The following were present upon the call of the roll:

Mayor:

Bobbi Sindelar

Trustees: Samantha Meiring
Frank A. Jimenez
Doug Sharp
Don Conyac
David Whelan
Sean Doherty

Staff: Present: Jan Sloat, Director of Human Resources ; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Matt Wiederspahn, Town Engineer; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; David Montgomery, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney.

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve the Agenda
Roll Call Vote:

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

No: None **Abstain:** None **Motion carried.**

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

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

6. Consent Agenda

6.a. Approval of April 22, 2020 Board of Trustees Meeting Minutes

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

Roll Call Vote:

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

No: None **Abstain:** None **Motion carried.**

7. Land Development

7.a. PUBLIC HEARING: **Resolution 20-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 3, OAK MEADOWS VILLAGE FILING 1

Mayor Sindelar opened the Public Hearing for Resolution 20-35 at 7:12 pm.

Millissa Berry, Senior Planner, presented to the Board of Trustees.

The applicants, Andrew Baker and Mike Swanton, were available to respond to Board questions.

Ms. Berry responded to Board questions regarding monument slides and the reason for the delay since the first application for Filing 1.

Mr. Swanton responded to Board questions regarding amount of employees and hours of operation.

Mayor Sindelar closed the public comment portion of the Public Hearing at 7:28 pm

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to approve **Resolution 20-53**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 3, OAK MEADOWS VILLAGE FILING 1

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

No: None **Abstain:** None **Motion carried.**

8. Discussion/Action

8.a. Water Plan Financing Discussion

8.b. 4th of July/Summer Event Discussion

The Board reached a consensus to host drive in movies for the Food n Flick events this summer with modifications for social distancing.

The Board reached a consensus to host the 4th of July fireworks and some portions of the event with modifications depending on restrictions.

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

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

10. Reports

10.a. Staff

AJ Krieger, the Town Manager, reported on the Neighbor's Point Park. Mr. Krieger and Trustee Conyac will meet with Design Concepts in the first week in June. Mr. Krieger reported that June 17th will be a Work Session on the Parks Master Plan. Mr. Krieger

reported on the plan to schedule a Board Retreat off-campus with the Board and Senior Staff. Mr. Krieger requested that the Board review their availability for June. Mr. Krieger suggested June 23 – 25 as the 2020 CML Conference is now virtual only. Mr. Krieger reported on an emailed request from the Governor's Office regarding commemoration of people lost to virus.

The Board provided direction to the Town Manager to do some outreach on the Governor's commemoration of those lost to the virus and recommended methods to show support.

10.b. Mayor

Mayor Sindelar reported that Mayor Pro Tem Jimenez and her visited Firestone businesses.

10.c. Trustees

Mayor Pro Tem Jimenez reported on businesses recovering. Mayor Pro Tem Jimenez reported that hotels are particularly struggling and requested the community to give hotels business. Mayor Pro Tem reported on St. Vrain Water Authority meetings regarding upcoming agreements.

Trustee Meiring inquired about appointments as Trustee liaisons. Trustee Meiring shared some ideas regarding meeting format; limiting the amount of people in a room, use of disposable mic covers on shared mics, and strongly recommend masks in Board Room. Trustee Meiring also proposed that meetings be fully virtual and to use the Training Room for overflow.

AJ Krieger responded that next week's Work Session (May 20, 2020) would be held in the Training Room to allow for social distancing.

Trustee Whelan proposed to live stream meetings in the future, and possibly allow for virtual engagement. Trustee Whelan inquired if the Board would like to add this agenda item to a future agenda.

Board reached a consensus to add this agenda item to a future agenda.

Trustee Whelan reported on masks and varying opinions on mask mandates. Trustee Whelan asked if this could be added to a future agenda.

Board reached a consensus to add this to a future agenda.

11. Adjournment

Motion by Trustee Conyac, **second** by Trustee Sharp, to Adjourn at 9:33 pm, All in Favor, **Motion carried.**

Introduced and Approved the 27th of May, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Consent Agenda

Meeting Date: May 27, 2020

Initiated By: Millissa Berry

Department: Planning & Development

AGENDA ITEM

Resolution 20-54: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT WITH BAREFOOT LLC PERTAINING TO THE CONSTRUCTION AND INSTALLATION OF PUBLIC ROADWAY IMPROVEMENTS; ACCEPTING A GRANT OF A SLOPE AND DRAINAGE EASEMENT FROM MARK W. AND DEBORAH SCHELL AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MARK W. AND DEBORAH M. SCHELL FOR SUCH EASEMENT; AUTHORIZING A LICENSE AGREEMENT WITH ST. VRAIN METROPOLITAN DISTRICT AND BAREFOOT LLC TO USE A PORTION OF TOWN RIGHT-OF-WAY FOR OPERATION AND MAINTENANCE OF SIGNAGE, LANDSCAPING AND IRRIGATION IMPROVEMENTS

RECOMMENDATION

Staff recommends approval of the Resolution 20-54 to accept the documents: Ronald Reagan Blvd. Development Agreement, the Barefoot Lakes Filing 4 and Ronald Reagan Blvd. Revocable License, and the Slope and Drainage Easement.

SUMMARY

Resolution 20-54 is for the acceptance of three documents related to the development and construction of Ronald Reagan Boulevard. One is the development agreement with Barefoot Lakes LLC pertaining to the construction of Ronald Reagan Blvd; the second is a slope and drainage easement related to the construction of Ronald Reagan Blvd.; and the third is a signage and landscaping revocable license for both Barefoot Lakes Filing 4 and Ronald Reagan Blvd.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

Barefoot Lakes Filing 4 was approved at the November 20, 2019 Board of Trustees meeting.

ATTACHMENTS

1. 5.b Reso 20-54 Barefoot Lakes Ronald Reagan DA_Eas_Lic Reso
2. 5.b RRBlvdDevelopmentAgreement
3. 5.b RRBlvdSlope&DrainageEasement
4. 5.b BFL F4&RR Blvd License Agreement

RESOLUTION NO. 20-54

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT WITH BAREFOOT LLC PERTAINING TO THE CONSTRUCTION AND INSTALLATION OF PUBLIC ROADWAY IMPROVEMENTS; ACCEPTING A GRANT OF A SLOPE AND DRAINAGE EASEMENT FROM MARK W. AND DEBORAH M. SCHELL AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MARK W. AND DEBORAH M. SCHELL FOR SUCH EASEMENT; AUTHORIZING A LICENSE AGREEMENT WITH ST. VRAIN METROPOLITAN DISTRICT AND BAREFOOT LLC TO USE A PORTION OF TOWN RIGHT-OF-WAY FOR OPERATION AND MAINTENANCE OF SIGNAGE, LANDSCAPING AND IRRIGATION IMPROVEMENTS

WHEREAS, the Town has approved a Final Development Plan for Barefoot Lakes Filing 4 (“Filing 4 FDP”), which provides details of the private and public improvements to be located within Barefoot Lakes Filing 4 subdivision development; and

WHEREAS, as part of the Filing 4 FDP, the Town has approved a Final Utility Plan (“FUP”), entitled Barefoot Lakes Filing No. 4 – Ronald Reagan Boulevard, and which FUP will require construction of public right-of-way and related roadway improvements, including without limitation Ronald Reagan Boulevard and signage and landscaping improvements to be located within Ronald Reagan Boulevard; and

WHEREAS, the Town and Barefoot LLC (“Barefoot”) desire to enter into a development agreement for the orderly construction and installation of the public improvements required under the approved FUP, to be accomplished in three phases, a copy of which is attached hereto as Exhibit A; and

WHEREAS, it is necessary for the Town to acquire a permanent slope and drainage easement across certain real property owned by Mark W. and Deborah M. Schell (collectively, “Owner”) to facilitate the installation and continued operation and maintenance of Ronald Reagan Boulevard; and

WHEREAS, Owner is willing to grant to the City a permanent slope and drainage easement for Ronald Reagan Boulevard, pursuant to the terms and conditions of an easement agreement, attached hereto as Exhibit B; and

WHEREAS, St. Vrain Metropolitan District(the “District”) and Barefoot further desire to use and occupy certain portions of Ronald Reagan Boulevard for installation and maintenance of certain signage for Barefoot Lakes Filing 4, such as entry monuments, traffic signage, which will be distinct from the signage typically utilized within the Town (“Barefoot Signage”), as well as certain landscaping and irrigation improvements within those portions of Ronald Reagan Boulevard as described in the Filing 4 FDP and FUP; and

WHEREAS, the District's and Barefoot's proposed use of Ronald Reagan Boulevard for the Barefoot Signage, landscaping and irrigation improvements will require a license from the Town, and the Town is willing to grant the District and Barefoot the necessary permission for use of Town right-of-way, pursuant to the terms and conditions of a license agreement, attached hereto as Exhibit C.

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

Section 1. The Development Agreement between the Town of Firestone and Barefoot LLC is hereby approved in substantially the same form as the copy attached hereto as Exhibit A, and the Mayor is authorized to execute the agreement on behalf of the Town.

Section 2. The Board of Trustees accepts the grant of a non-exclusive, permanent slope and drainage easement from Mark W. and Deborah M. Schell to the Town to use a strip of land owned by Mark W. and Deborah M. Schell for constructing, operating and maintaining slope and drainage improvements on said strip of land.

Section 3. The Slope and Drainage Easement and Agreement between the Town of Firestone and Mark W. and Deborah M. Schell is hereby approved in substantially the same form as the copy attached hereto as Exhibit B. The Mayor is authorized to execute the agreement on behalf of the Town.

Section 4. The Board of Trustees hereby approves and authorizes the grant of a non-exclusive, revocable license to St. Vrain Metropolitan District and Barefoot LLC for operating and maintaining the Barefoot Signage, landscaping and irrigation improvements within Ronald Reagan Boulevard.

Section 5. The Revocable License Agreement between the Town, St. Vrain Metropolitan District and Barefoot LLC is hereby approved in substantially the same form as the copy attached hereto as Exhibit C, and the Mayor is authorized to execute the agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

DEVELOPMENT AGREEMENT
[Ronald Reagan Boulevard]

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation whose address is 151 Grant Avenue, Firestone, CO 80520 (“Town”) **BAREFOOT LLC**, a Colorado limited liability company f/k/a Carma Bayshore LLC, a Colorado limited liability company, whose address is 6465 S. Greenwood Plaza Boulevard, Suite 700, Centennial, CO 80111 (“Owner”).

WHEREAS, the Town and Owner have entered into an Annexation Agreement (the “Annexation Agreement”) dated May 27, 2015, which agreement was recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149332; and

WHEREAS, the Annexation Agreement requires Owner to construct regional roadway improvements, including improvements to Ronald Reagan Boulevard; and

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

WHEREAS, a Final Utility Plan (“FUP”) titled Barefoot Lakes Filing No. 4 – Ronald Reagan Boulevard, prepared by Redland Consulting and approved by the Town, a copy of which FUP is attached hereto by reference only as Exhibit A, and which FUP will require construction of the public improvements set forth herein; and

WHEREAS, the development regulations of the Town require that the Owner enter into a Development Agreement (“Agreement”) with the Town relative to improvements related to the FUP.

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

1. Owner Obligation. The Owner shall be responsible for performance of the covenants set forth herein.

2. Construction Deadline; Warranty; Acceptance of Public Improvements. (a) Owner shall at its sole expense construct and install, on or before October 1, 2021, phases 1 and 2 of roadway and related improvements (collectively the “Phase 1 and 2 Public Improvements”) required by the approved FUP for Barefoot Lakes Filing No. 4 – Ronald Reagan Boulevard attached hereto by reference only as Exhibit A, together with additional improvements still being designed which shall be submitted to the Town for review and approval prior to construction (the Phase 3 Public Improvements”). All public improvements described in this Section 2 are collectively referred to as the “Public Improvements”). The Public Improvements are intended to be completed in three phases

as set forth in Exhibit B and as depicted on Exhibit C. All such Public Improvements for all three phases shall be completed by such date and in full conformance with the FUP and with all other applicable drawings, plans and specifications approved in writing by the Town, and with all applicable ordinances, rules and regulations of the Town.

(b) No later than fourteen (14) days after the Public Improvements for a phase are completed, Owner shall request inspection of the same by the Town. If Owner does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of Owner. Owner shall provide “as-built” drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs. If Owner has not completed the Public Improvements of all three phases on or before the completion date set forth in subsection (a), the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement. If Public Improvements completed by Owner and as-built drawings provided by the Owner are satisfactory, the Town shall grant Conditional Acceptance for that phase, which shall be subject to Final Acceptance of both phases as set forth in subsection (d). If the Public Improvements completed by Owner are unsatisfactory, the Town shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Conditional Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, unless delayed by weather or other Force Majeure event, as defined below. After Owner completes the repairs, replacements, construction, or other work required, Owner shall request the Town re-inspect the work to determine if Conditional Acceptance can be granted, and the Town 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, construction or other work required within thirty (30) days of said notice, subject to delays as provided above, the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement. The Town reserves the right to schedule re-inspections, depending upon scope of deficiencies.

(c) Until such time as the Town grants Final Acceptance of all three phases, Owner shall warrant all Public Improvements for defects in materials and workmanship and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within thirty (30) days after Owner’s receipt of written notice from the Town requesting such repairs or replacements, the Owner has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement.

(d) At least thirty (30) days before one (1) year has elapsed from the issuance of Conditional Acceptance of the final phase, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection of all three phases. The Town shall inspect the improvements and shall notify the Owner in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall grant written Final Acceptance. If Owner does not correct all deficiencies and make repairs identified in said inspection to the Town’s satisfaction within thirty (30)

days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 4 of this Agreement.

3. Financing and Improvement Guarantees. (a) Except as otherwise specially agreed herein, the Owner agrees to install and pay for all improvements described in Exhibit B or otherwise required by this Agreement as shown on the approved utility plans attached hereto by reference only as Exhibit A. Said Improvement Guarantee shall include, but not be limited to, street construction, utility relocation, landscaping, storm sewer and drainage improvements.

(b) Prior to commencing construction of the Public Improvements, Owner shall submit to the Town the following Improvement Guarantees for all Public Improvements:

(1) Owner shall provide a single letter of credit in form and substance as shown in Exhibit D as the Improvement Guarantee in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, to secure the performance of erosion control, dust management, and site stabilization work related to the Phase 1 and 2 Public Improvements the amount shown in Exhibit B;

(2) For the remainder of the Public Improvements related to the Phase 1 and 2 Public Improvements set forth in Exhibit B, Owner shall provide a single improvement guarantee as cash, letter of credit in form and substance as shown in Exhibit D, or a bond, in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, of the Phase 1 and 2 Public Improvements for all of the Phase 1 and 2 Public Improvements not secured by the letter of credit provided pursuant to subsection (b)(1), above. If the Owner provides a bond, the bond must be in accordance with the requirements set forth in the DVR Agreement; and

(3) Owner shall provide a single letter of credit in form and substance as shown in Exhibit D as the Improvement Guarantee in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, to secure the performance of all Phase 3 Public Improvements in the amount shown in Exhibit B.

(c) The term of every Improvement Guarantee provided by Owner shall be for a period of time sufficient to cover the completion of construction of the associated Public Improvements and, except as set forth in subsection (d) below, shall not be released until final acceptance of the associated Public Improvements has been granted by the Town. The Improvement Guarantees set forth in subsections (b)(1) and (b)(2) above shall be released upon final acceptance of the Phase 1 and 2 Public Improvements by the Town. The Improvement Guarantees set forth in subsection (b)(3) above shall be released upon final acceptance of the Phase 3 Public Improvements by the Town. If the Owner provides a letter of credit, the letter of credit shall not expire during the winter season (November 1 – March 1).

(d) At the time of conditional acceptance of the Phase 1 and 2 Public Improvements, the

Town shall reduce the amount of the Improvement Guarantees set forth in subsections (b)(1) and (b)(2) above to fifteen percent (15%) of the certified statement of construction costs for the Phase 1 and 2 Public Improvements. At the time of conditional acceptance of the Phase 3 Improvements, the Town shall reduce the amount of the Improvement Guarantees set forth in subsection (b)(3) above to fifteen percent (15%) of the certified statement of construction costs for the Phase 3 Public Improvements.

(e) The remaining Improvement Guarantees set forth in subsections (b)(1) and (b)(2) above shall be released upon final acceptance of the Phase 1 and 2 Public Improvements by the Town, and the remaining Improvement Guarantees set forth in subsection (b)(3) above shall be released upon final acceptance of the Phase 3 Improvements by the Town, provided no mechanics' liens have been filed with respect to the Public Improvements and the Owner is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the Public Improvements, the Town may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have improvements finally accepted within one (1) year of the date of the issuance of Conditional Acceptance of the second phase or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Owner shall be in default of the Agreement and the Town may exercise its rights under Section 4 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Owner fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after said final acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction for a phase is reasonably determined by the Town to be greater than the amount of the security provided for such phase, then the Town shall furnish written notice to the Owner of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Owner shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 3. If such an Improvement Guarantee is not submitted or maintained, then Owner is in default of this Agreement and is subject to the provisions of Section 4 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy; provided, however, that no additional 30-day notice to cure under Section 4 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

(g) Notwithstanding any provision herein to the contrary, the right to provide a bond as security for the completion of Public Improvements as set forth in subsection (b)(2), above, is personal to Barefoot LLC, a Colorado limited liability company, as Owner and may be exercised by Barefoot LLC only for so long as Barefoot LLC is a wholly owned subsidiary of Brookfield Residential

Properties, Inc., and Barefoot LLC does not have the right to assign this right to any third party. Notwithstanding any provision herein to the contrary, successors and/or assigns of Barefoot LLC shall not be able to provide a bond or bonds as security for the completion of Public Improvements, but shall provide a letter of credit in a form and substance acceptable to the Town in its sole discretion.

4. Breach of Agreement. In the event that the Owner should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Owner by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may exercise any one or more of the following rights and remedies: (a) immediately upon the expiration of such cure period draw upon the Guarantee, which may be used by the Town to complete or cause to be completed any or all of the Public Improvements at Owner's expense; (b) restrict or withhold the issuance of any building permits, COs or other approvals or permits; (c) if the Town so chooses, complete the required Public Improvements with funds other than the Guarantee, in which event Owner shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town; or (d) pursue any other remedy at law or in equity that may be appropriate under municipal, state or federal law, including but not limited to an action for specific performance. All notices by the Town to the Owner will specify the conditions of default. All costs incurred by the Town, including, but not limited to, administrative costs, court costs and reasonable attorney fees, in pursuit of any remedies due to the breach by the Owner shall be the responsibility of the Owner. The Town may deduct these costs from the Guarantee. All of the foregoing rights and remedies of the Town shall be cumulative, and the Town may exercise any one or all of such rights and remedies without prejudice to any other right or remedy available to the Town. No act, event or omission will be a breach hereunder if the Owner's failure to perform is caused by Force Majeure or by any act, omission or default by the other Party. As used herein, "Force Majeure" shall mean delays of Owner in performing hereunder which are caused by or related to governmental moratoria or similar development restrictions processing delays, strikes, work shortages, acts of God or any other matter beyond Owner's control. In the event of any force majeure event, the date on which Owner was otherwise obligated to perform shall be deemed automatically extended for a like number of days as the duration of the force majeure event.

5. Testing and Inspection. (a) Owner shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may reasonably be required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a timely basis for Town review and approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Owner's

expense so as to conform to such regulations, plans and specifications. Until Final Acceptance, the Owner shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Public Improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) All work shown on the approved Public Improvement plans shall be subject to inspection by the Town. Inspection by the Town shall not relieve the Owner from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of Town staff are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town. Requests for inspection services beyond the hours listed above, shall be submitted in writing a minimum of forty-eight (48) hours in advance to the Town for approval. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above. The Owner shall comply with all notification and inspection requirements of the sanitation district serving the property with regard to sanitary sewer and storm drainage improvements.

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

7. Binding Effect of Agreement. This Agreement shall run with the Property and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. Assignment, Delegation and Notice. Owner shall provide to the Town for approval written notice of any proposed transfer of the Property to any successor, as well as arrangements, if any, for assignment or delegation of the obligations hereunder. Owner and successor shall, until written Town approval of the proposed transfer of title and assignment or delegation of obligations, be jointly and severally liable for the obligations of Owner under this Agreement.

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

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

TOWN:

OWNER:

Town of Firestone

Barefoot LLC

Town Clerk
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520

6465 Greenwood Plaza Blvd #700
Centennial, CO 80111

With a required copy to:

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

Lyons Gaddis Kahn Hall Jeffers
Dworak & Grant, P.C.
515 Kimbark Street
Longmont, CO 80501

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

11. Title and Authority. Owner warrants to the Town that it is the record owner of the Property, and that he has full power and authority to enter into this Agreement.

12. Applicable Law; Venue; Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. Venue for any action related to this Agreement shall be in the district courts of Weld County. In the event that upon request of Owner or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

13. Indemnity. Owner agrees to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of, resulting from, or in any way connected with this Agreement or the right and obligations of the Owner hereunder.

14. Non-Liability. Owner acknowledges that the Town's review and approval of any plans for the Public Improvements is done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to the Owner or third parties is assumed by such review approval, or immunity waived, as is more specifically set forth in the Colorado Governmental Immunity Act.

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

16. Agreement Status After Completion. Upon completion of the Public Improvements and inspection approval thereof by the Town, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect.

17. Ownership of Public Improvements. Subject to this Agreement and to any provisions of this Agreement relating to Conditional or Final Acceptance of the Public Improvements stated herein, Owner shall convey to the Town all of the Public Improvements at the time of Conditional Acceptance, free and clear of all liens, encumbrances and restrictions, by bill of sale or other proposed document of conveyance. All improvements made upon Town property or Town rights-of-way or Town easements shall, after conditional acceptance by the Town, be and remain the sole and exclusive property of the Town, free and clear from any and all claims by the Owner or others.

18. Legal Expenses. In the event that it is necessary to initiate legal proceedings to enforce the provisions of this Agreement, the non-prevailing party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing party.

19. Third Party Beneficiaries. This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action hereunder for any cause whatsoever.

[SIGNATURE PAGE FOLLOWS]

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

TOWN:
TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

OWNER:
BARFEFOOT, LLC

By: Ashley Taruffelli
Title: CFO

and
By: Richard J. Dengler
Title: President, Colorado

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25TH day of OCTOBER, 20 19, by ASHLEY TARUFFELLI as CFO and RICHARD J. DENGLE as PRESIDENT COLORADO of Barefoot, LLC.

Witness my hand and official seal.

My commission expires: 2/5/2023

(SEAL)

Lorrie Ann McNamee
Notary Public

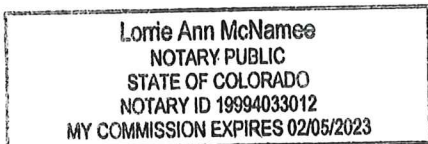


EXHIBIT A
FUP – Barefoot Lakes Filing No. 4 – Ronald Reagan Boulevard

1. ALL WATERLINE AND SEWERATION LINE CONSTRUCTION SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS BY UTILITY ENGINEERING WATER DISTRICT DISTRICT.
2. ROUTE WATER SERVICE UNDER STORM SEWER WHERE NECESSARY.
3. CONSTRUCTION STOPS SHALL BE CONSTRUCTED TO CONSTRUCTION.
1. WATERLINE 16" AND 18" IN DIA. SHALL BE C-900 DR-14 P.V.C. WATERLINE 18" IN DIA. SHALL BE C-900 DR-14 P.V.C.
4. WHERE WATERLINES ARE INSTALLED WITH BURIED DUCTS IN NONFLAMMABLE MATERIAL, DISTURBED AREAS ARE REQUIRED.

1. ALL WORKER SHALL COME DOWN TO THE TOP OF THE STEELWORK OF MOST RECENTLY DESIGNED PLANT STANDARDS AND PREVIOUSLY EXISTING GENERATING THE CONSTRUCTION OF PLANT IMPROVEMENTS. A COPY SHALL REMAIN ON THE JOB FOR REFERENCE IN ALL TRADES.
2. THE COORDINATION SHALL CONTACT THE UTILITY NOTIFICATION OFFICE OR COORDINATOR ON 1-800-222-1141 AT LEAST 7 WORKING DAYS PRIOR TO DETERMINED MAINTENANCE OR GRADING TO HAVE ALL REGISTERSED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES (IE. CREEK COMPANY, CATAVBA, AND WATER DISTRICT) WOULD HAVE TO BE LOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UTILITY NOTIFICATION AND TO BE LOCATED PRIOR TO BEING REPAIRED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE UTILITY NOTIFICATION AND TO BE LOCATED PRIOR TO BEING REPAIRED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE UTILITY NOTIFICATION AND TO BE LOCATED PRIOR TO BEING REPAIRED.

DOWN OF FIRESTONE STEEL CONSTRUCTION NOISE

- [illegible]

TOWN OF FIRESTONE GRADING & EROSION CONTROL NOTES

- [illegible]

[illegible]

- [illegible]

LITTLE THOMPSON WATERLINE CONSTRUCTION NOTES

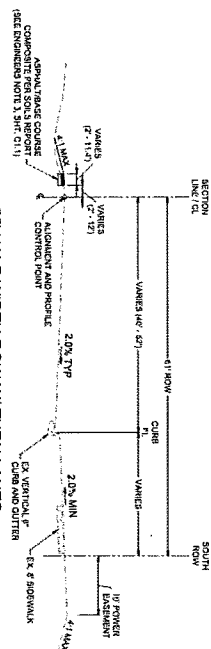
1. ALL WATER IN "CONDUIT" AND "CONVECTION" SHALL BE LABELED BY THE CONTRACTOR WITH THE FOLLOWING INFORMATION:
 - a. LOCATION OF THE CONVECTION OR CONVECTION WATER DUCT
 - b. LOCATION OF THE CONVECTION WATER DUCT
 - c. LOCATION OF THE CONVECTION WATER DUCT
 - d. LOCATION OF THE CONVECTION WATER DUCT
2. ALL WATER SHALL BE INSPECTED AND APPROVED BY THE INSPECTOR WATER CONTRACTOR.
3. ALL THE PIPE SHALL BE CONFORM TO THE CODE.
4. THE CONTRACTOR SHALL CONTACT THE INSPECTOR WATER CONTRACTOR TO SCHEDULE A PRELIMINARY INSPECTION OF THE CONVECTION WATER DUCT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTOR WATER CONTRACTOR TO SCHEDULE A PRELIMINARY INSPECTION OF THE CONVECTION WATER DUCT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTOR WATER CONTRACTOR TO SCHEDULE A PRELIMINARY INSPECTION OF THE CONVECTION WATER DUCT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTOR WATER CONTRACTOR TO SCHEDULE A PRELIMINARY INSPECTION OF THE CONVECTION WATER DUCT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTOR WATER CONTRACTOR TO SCHEDULE A PRELIMINARY INSPECTION OF THE CONVECTION WATER DUCT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTOR WATER CONTRACTOR TO SCHEDULE A PRELIMINARY INSPECTION OF THE CONVECTION WATER DUCT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTOR WATER CONTRACTOR TO SCHEDULE A PRELIMINARY INSPECTION OF THE CONVECTION WATER DUCT.

STANDARD SEED MIX

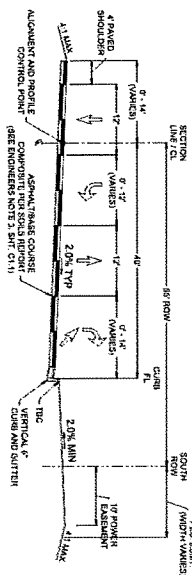
- | | |
|-----|---|
| SMH | Shingras, Shingras, Inc., includes: Western Woodlot Corp., Blue Gumbo Seedco, Gumbo, Gumbo seedlings, Buffalo Grass, Black Sate White Grass, Switchgrass, hard corn, Shagbark Hickory, Charming Peas, Creeping Red Fescue |
| CME | Evolution Control, Inc., includes: Western Woodlot Corp., Shingras Gumbo Seedco, Shingras, Inc., Shingras, Inc. Grass, Annual Ryegrass |
| T16 | 1st/2nd Grass, Inc. (includes: Blue Grass, Perennial Ryegrass, Creeping Red Fescue) |

GENERAL NOTES

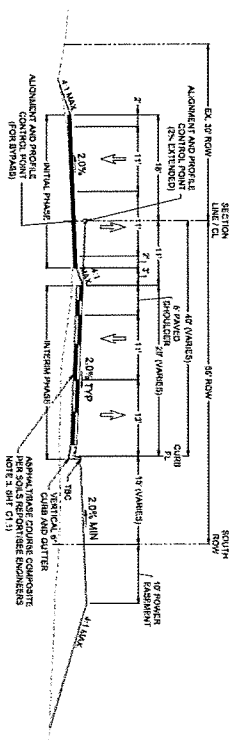




55 HALF-WIDTH ROW W/ TURN LANES
RONALD REAGAN BOULEVARD
STA. 15+06.94 TO 22+21.16

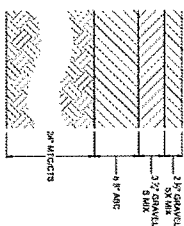


55' HALF-WIDTH ROW W/ TURN LANES
RONALD REAGAN BOULEVARD
STA. 22+21.18 TO 30+59.17
STA. 45+17.94 TO 46+08.31

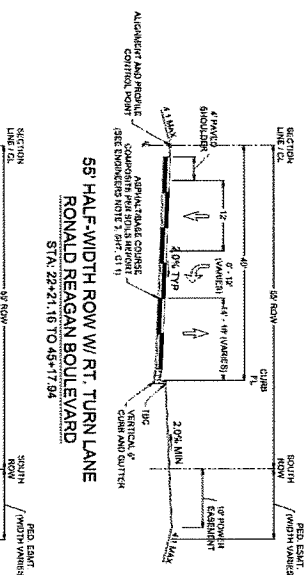


**55' HALF-WIDTH ROW TEMPORARY BYPASS
RONALD REAGAN BOULEVARD**

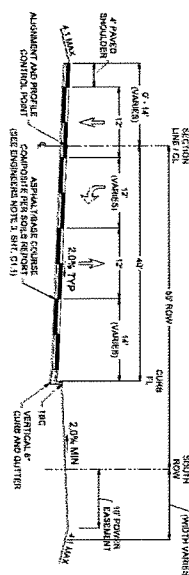
NOTE: NONVAD ROADWAY IMPROVEMENTS WILL CONSIST OF INITIAL, INTERIM AND FINAL PHASES OF CONSTRUCTION. THE INITIAL PHASE SHALL CONSIST OF THE CONSTRUCTION OF A TEMPORARY GRADE ROAD TO BE OPENED ALONG THE EXISTING GRAVEL ROAD. THE INTERIM PHASE SHALL COMPREHEND THE CONSTRUCTION OF THE ROAD SIDEWALK, AND LAYOUT OF THE FUTURE CONSTRUCTION OF THE ROADWAY. THE FINAL PHASE SHALL BE THE CONSTRUCTION OF THE 12' LANED FULL-WIDTH IMPROVEMENTS PER THE PLANS.



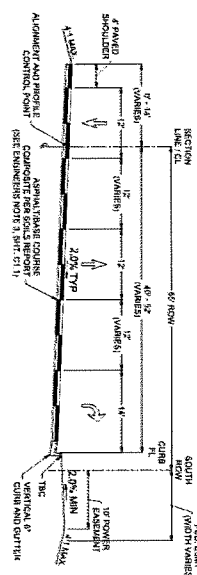
PAVEMENT SECTION
REFER TO ENGINEERS NOTE 3 ON
SHEET C1



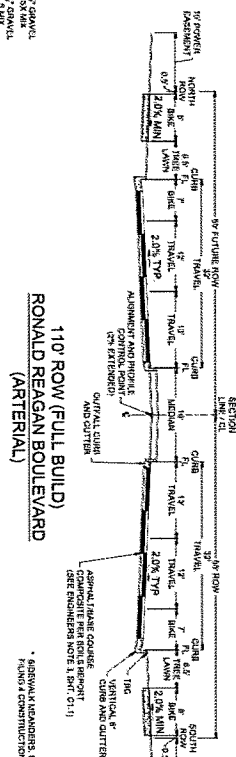
55' HALF-WIDTH ROW W/ RT. TURN LANE
RONALD REAGAN BOULEVARD
THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05-21-2013 BY 60322 UCBAW
STA. 22+21.16 TO 45+17.94



55' HALF-WIDTH ROW W/ TURN LANES
RONALD REAGAN BOULEVARD

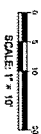


55' HALF-WIDTH ROW W/ TURN LANES
RONALD REAGAN BOULEVARD
STA: 46+08.31 TO 50+43.31



110' ROW (FULL BUILD)
RONALD REAGAN BOULEVARD
(ARTERIAL)

- GIDEWALK MEANDERS, SEE BAREFOOT LAKES; TRUNGS & CONSTRUCTION PLAYS



**Know what's below.
Call before you dig.**



BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.

ROAD SECTIONS

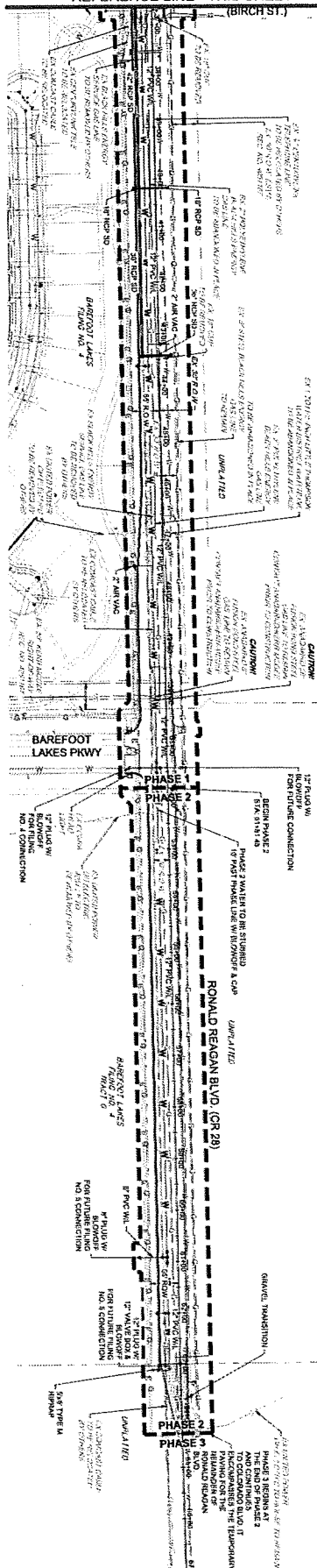
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TFDZFN	JA
TFDZFF	ET
TFDZFT	ET
TFDZFW	ONCOZFN
TFDZFX	F + 10
TFDZFY	NA



REDLAND 25 YEARS
IN THE **Redland**
TRUCK WHERE GREAT PLATES BEGIN
710.257.4753 Office
1525 West Canal Court, Littleton, Colorado 80120
REDLAND.COM

(BIRCH ST.)

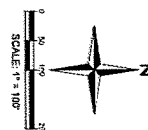
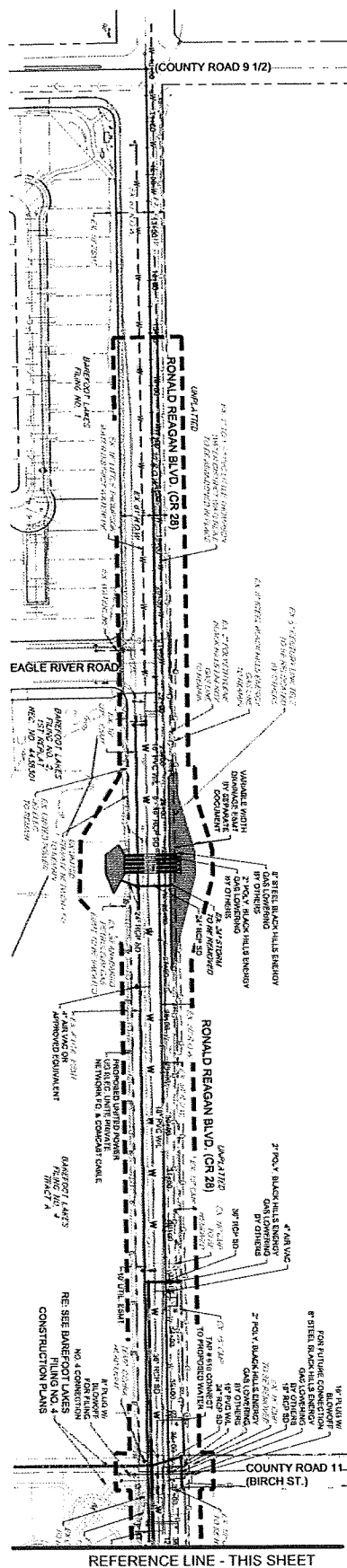


- NOTES:**
1. PAVING LIMIT INDICATES PHASE LINE /
2. UTILITIES NOTED AS BEING RELOCATED ARE TO BE RELOCATED TO PROVIDED UTILITY EASEMENT.

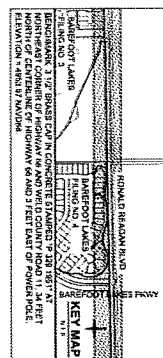
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RONALD REAGAN BLVD.

PHASING PLAN

C1.4



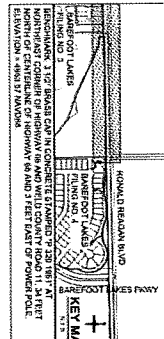
Know what's below.
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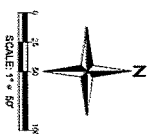
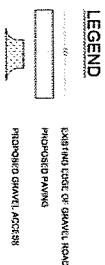
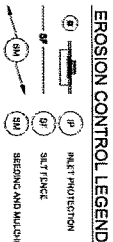
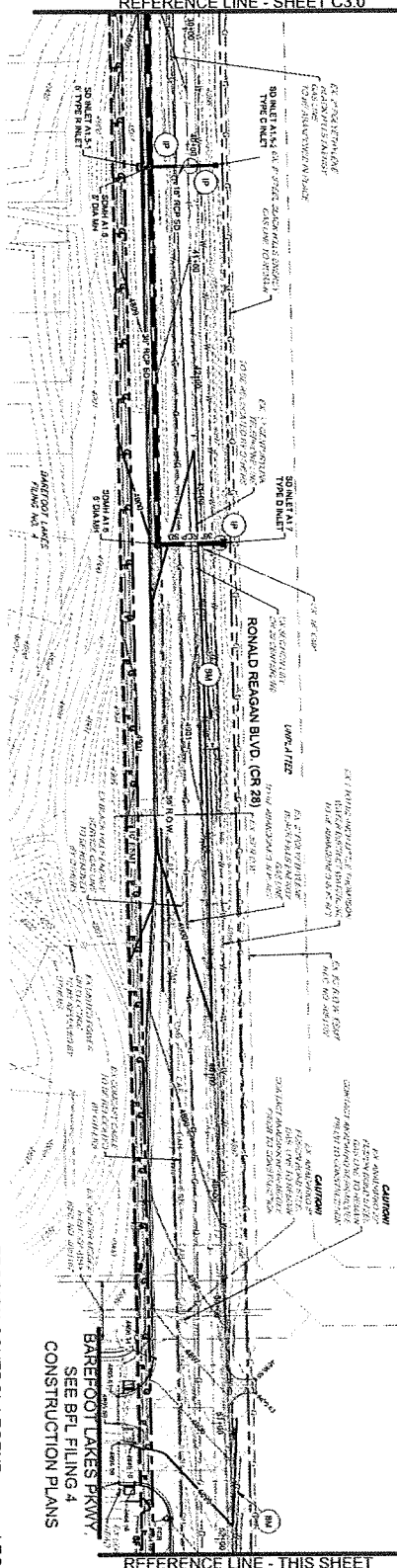
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CHECKED	BT
APPROVED	BT
PROJECT NO	0001200
HORIZ SCALE	1" = 100'
VERT SCALE	



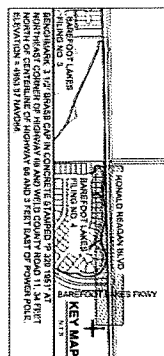
25 YEARS
Redland
WHERE GREAT PLACES BEGIN
770.251.4793 Office
1509 West Central Court, Houston, Texas 77011
REDLAND.COM



RE YEARS
Redland
WHERE GREAT PLACES BEGIN
713.281.4783 Direct
1525 West Canal Court, Anaheim, California 92815
877.4.557.COM



**Know what's below.
Call before you dig**



BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.

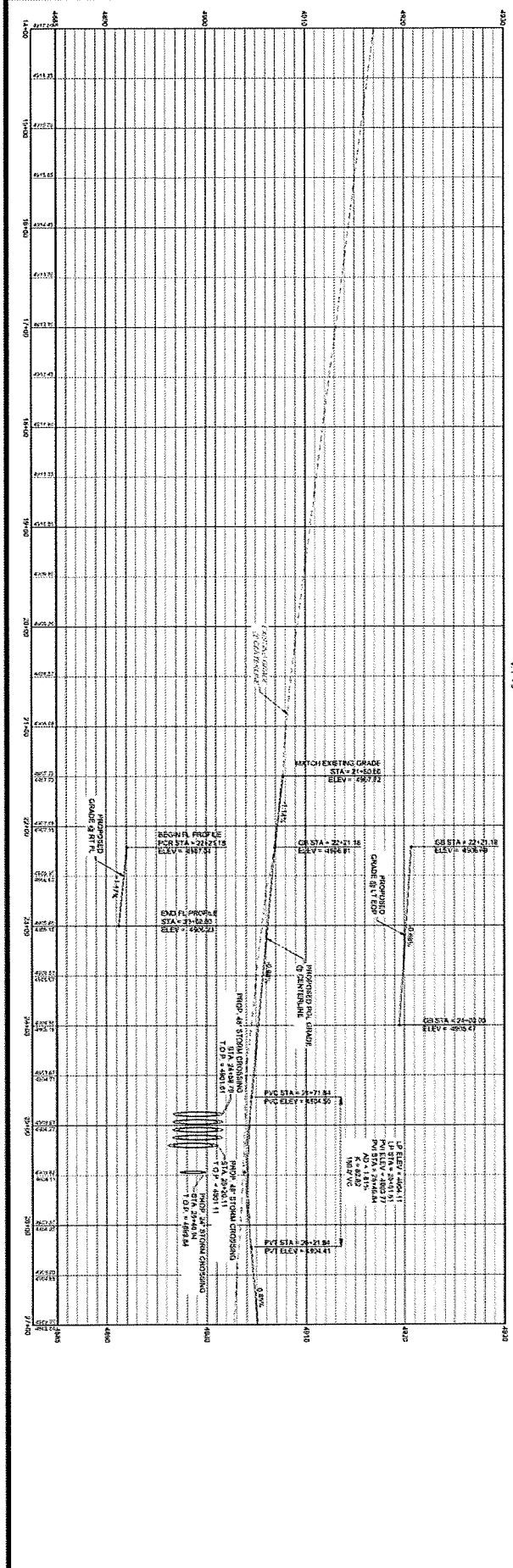
GRADING AND EROSION CONTROL PLAN

DATE	NO.	NOTE
2016-06-01	1	1ST FIRESTONE AND 1 TWO SUBMITTAL
2016-06-15	2	2ND FIRESTONE AND 1 TWO SUBMITTAL
2016-06-21	3	3RD FIRESTONE AND 1 TWO SUBMITTAL
2016-06-27	4	4TH FIRESTONE AND 1 TWO SUBMITTAL

TEAM	JH
FILE NO.	ET
APPROVAL	ET
PROJECT NO.	00000001
HOST SCALE	n = 50
VERT SCALE	VERT SCALE

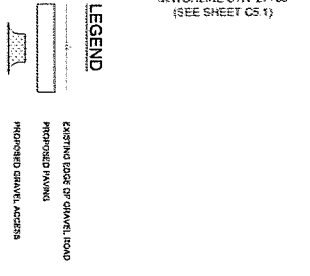
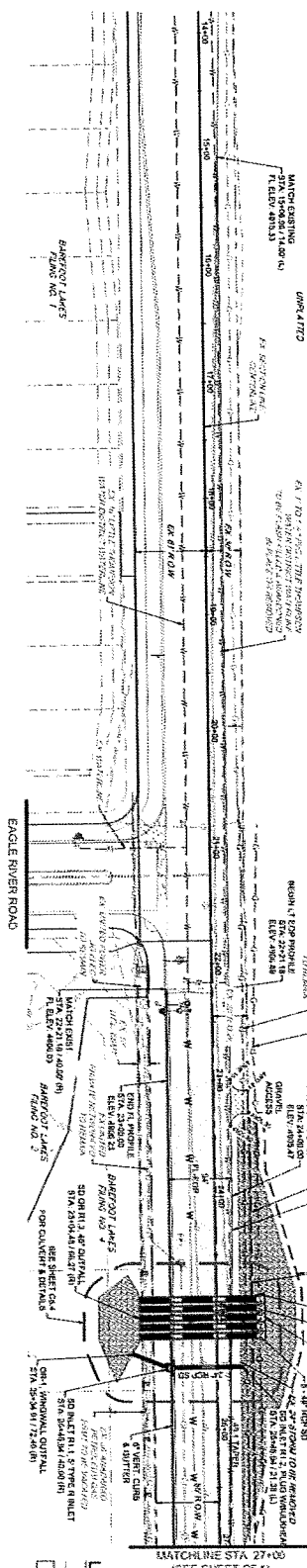


REDLAND 25 YEARS
Redland
WHERE GREAT PLACES BEGIN
712.257.4753 Office
1500 West Camel Court, Littleton, Colorado 80120
REDLAND.COM

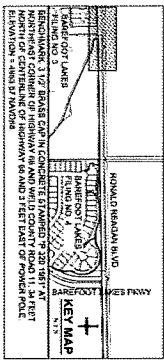


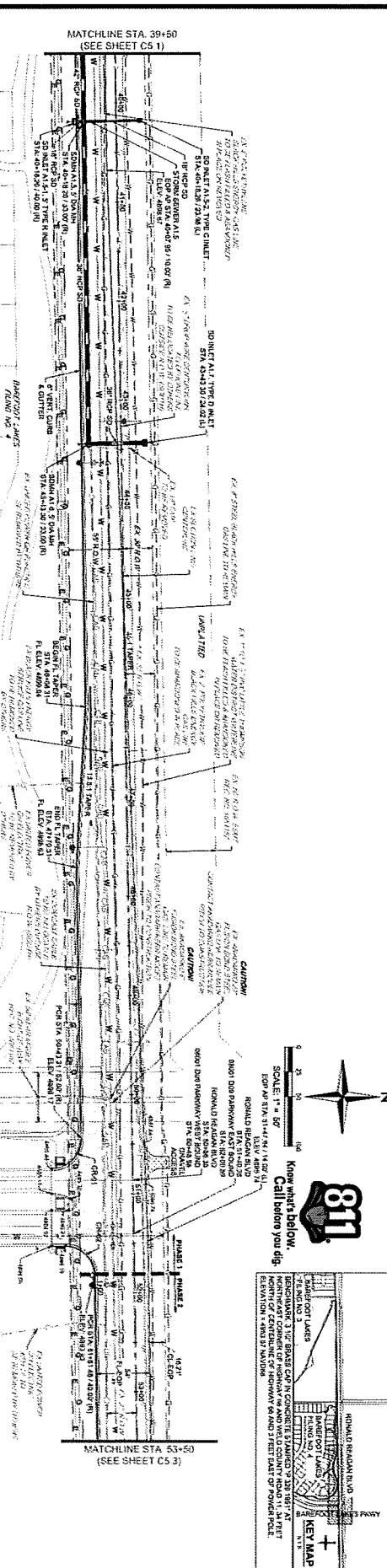
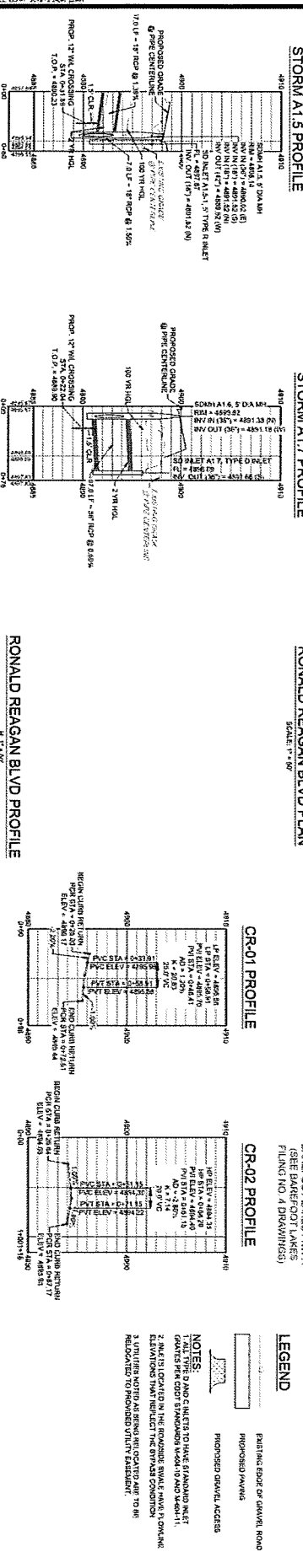
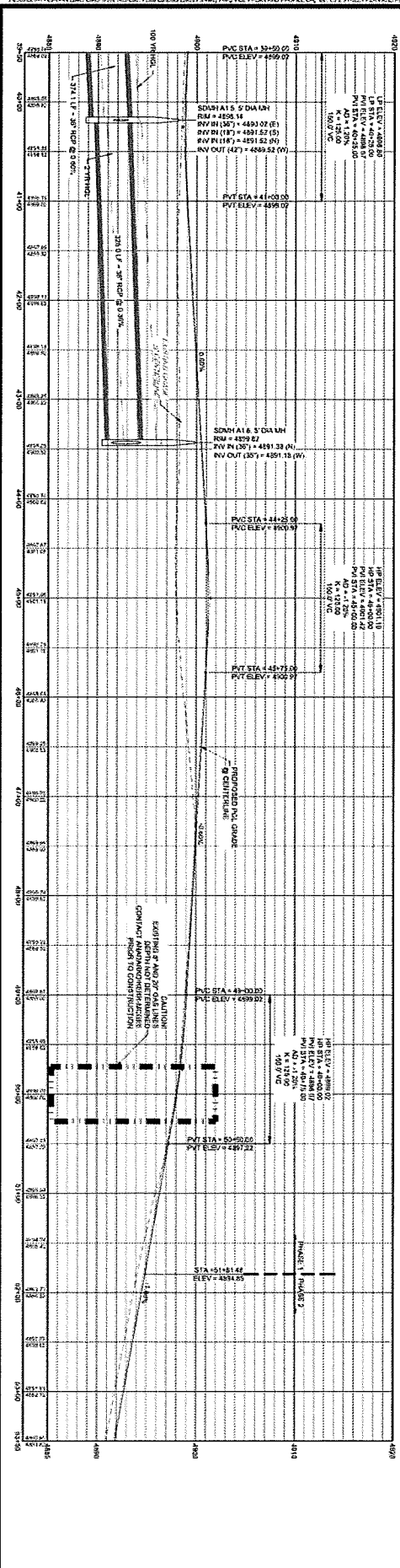
RONALD REAGAN BLVD PROFILE
H+V=20
V=1:4

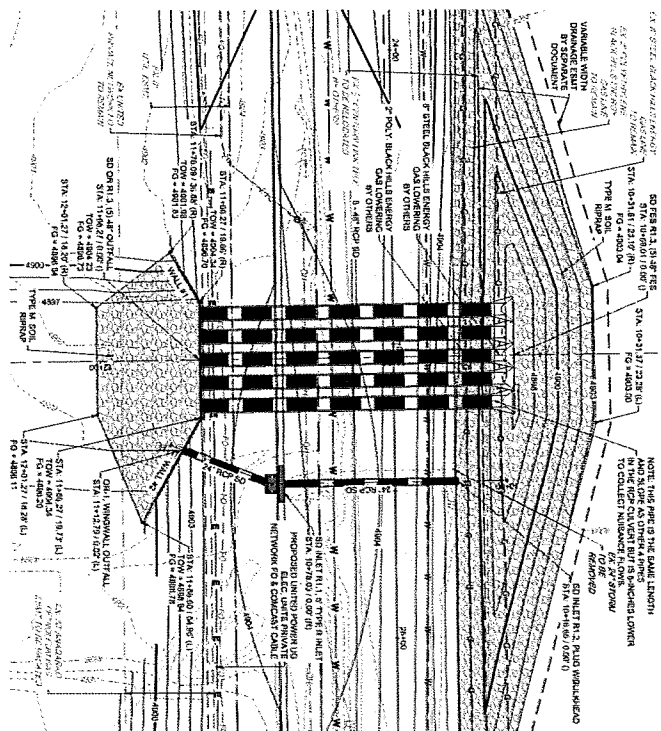
RONALD REAGAN BLVD PLAN
SCALE 1"=50'



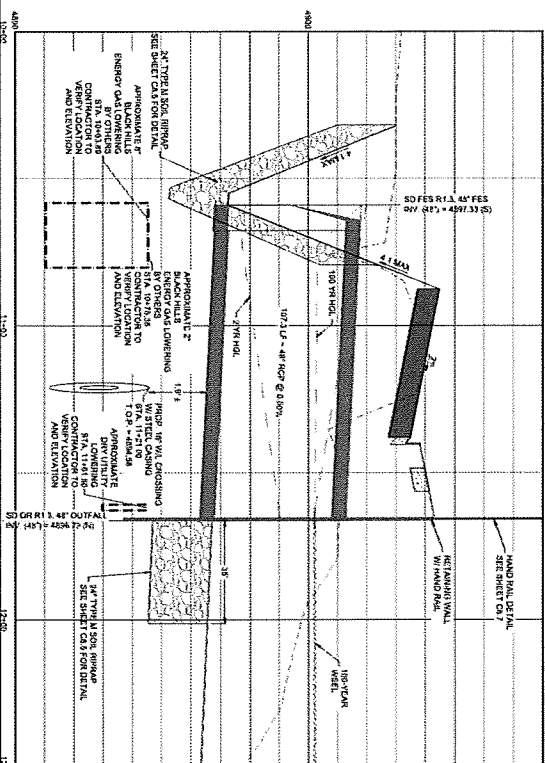
NOTE:
1. ONE OF THE R/W CLAYEST PILES IN LOWER TO COLLECT MUDS
2. LOCATIONS ARE TO BE LOCATED TO PROPOSED PILE LOCATION



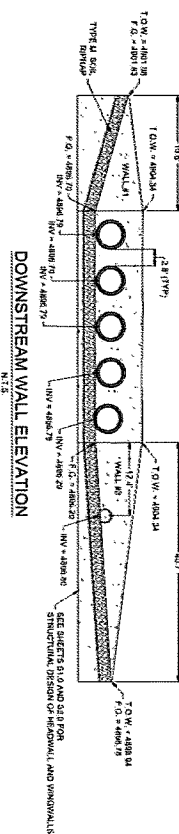
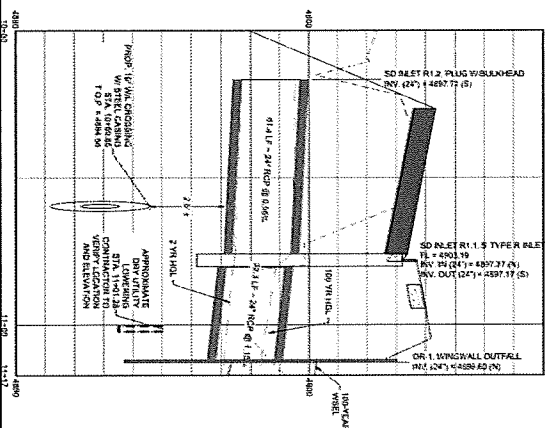




OR-1 & SD OR R1.3 PLAN



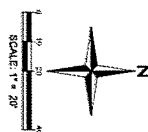
OR-1 & SD OR R1.3 PROFILE

DOWNSTREAM WALL ELEVATION
N 1 N

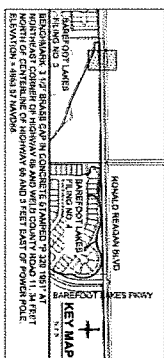
OR-1 PROFILE



**Know what's below.
Call before you dig**



SCALE: 1" = 20'

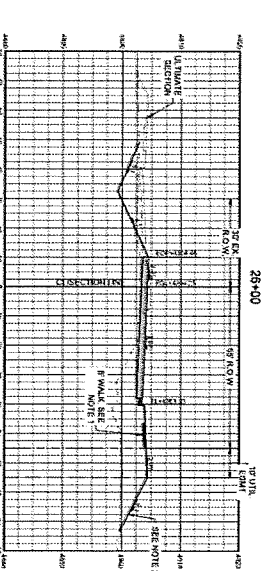
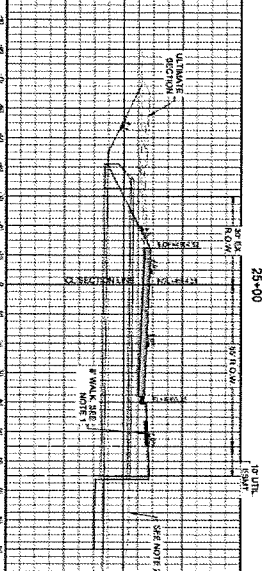
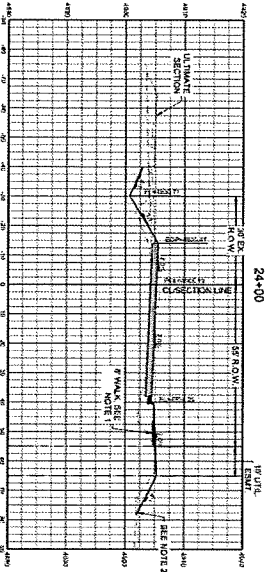
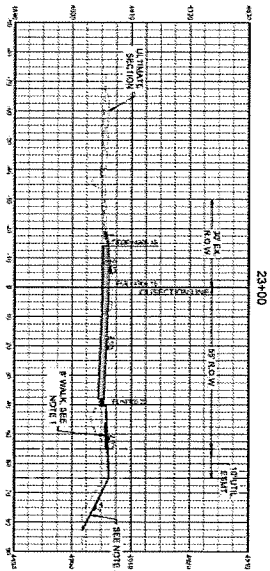
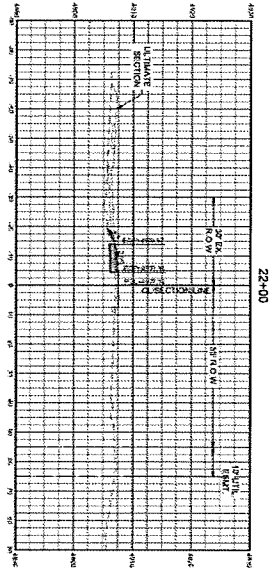
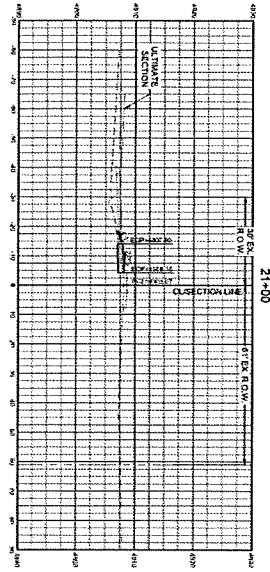
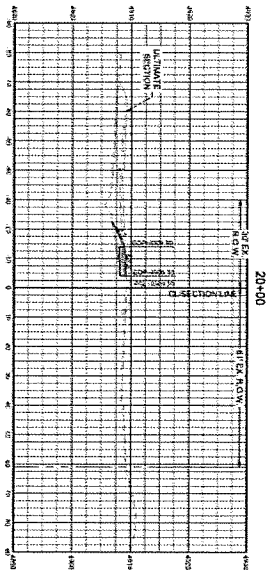
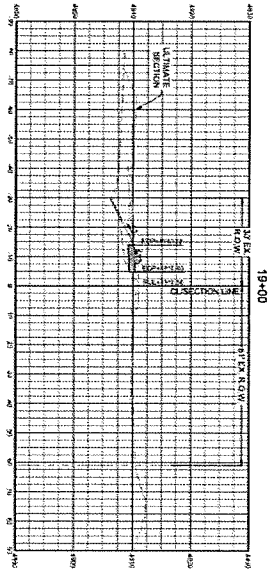
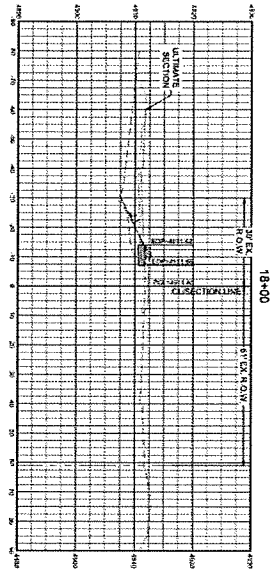
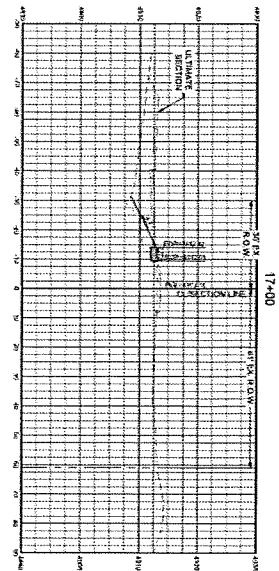
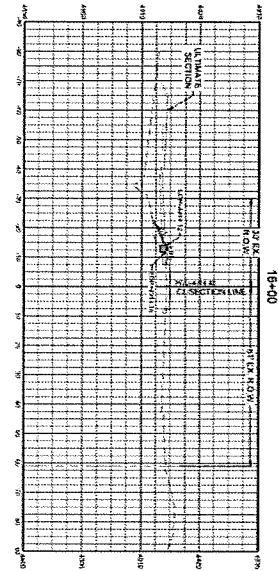
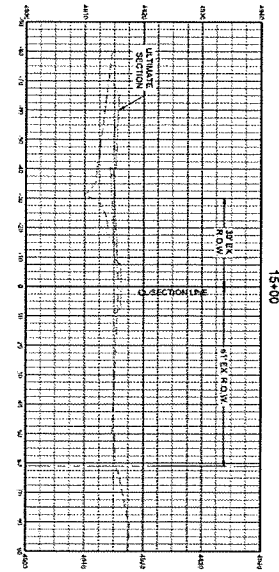


NOTE:
TYPE M SOIL RIPRAP SHOULD BE PLACED ON
THE UPSTREAM SIDE OF THE RCP CULVERT
AND EXTEND TO THE LIMITS OF THE 4:1
SLOPE.

DATE	NO.	NOTES
10-14-11	1	1ST FINESTONE AND TWO SUBMITTAL
10-14-11	2	2ND FINESTONE AND TWO SUBMITTAL
10-14-11	3	3RD FINESTONE AND TWO SUBMITTAL
10-14-11	4	4TH FINESTONE AND TWO SUBMITTAL

STATION	CMS
TIME/DATE	11
APPROVED	EF
PROJECT NO.	04004204
WERT SCALE	1" = 10'
VERT SCALE	1" = 5'





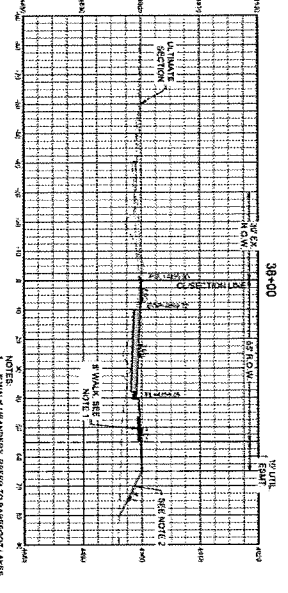
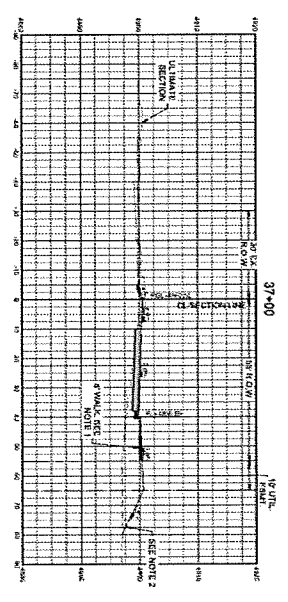
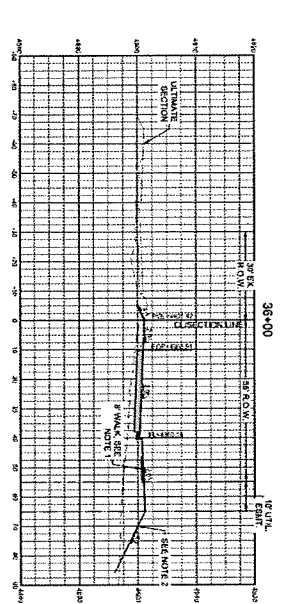
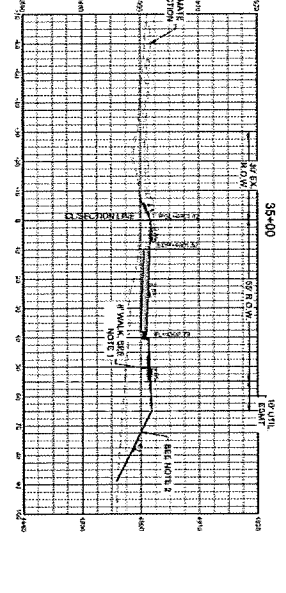
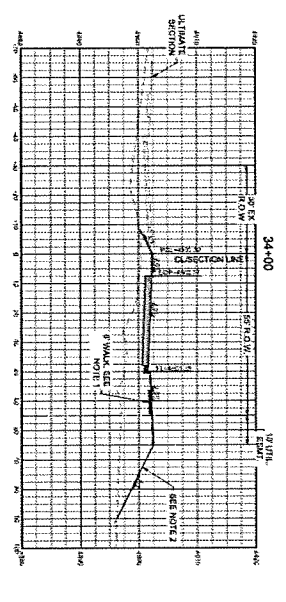
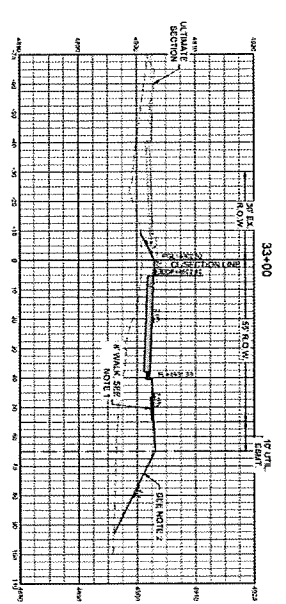
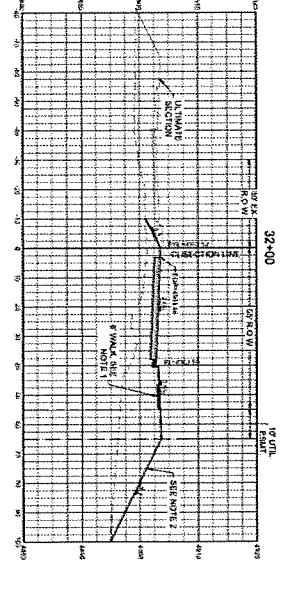
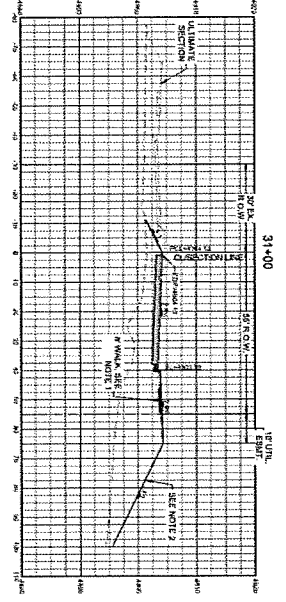
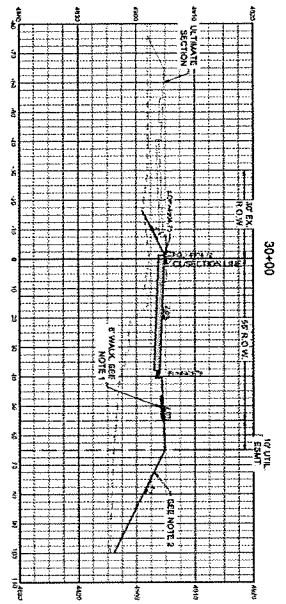
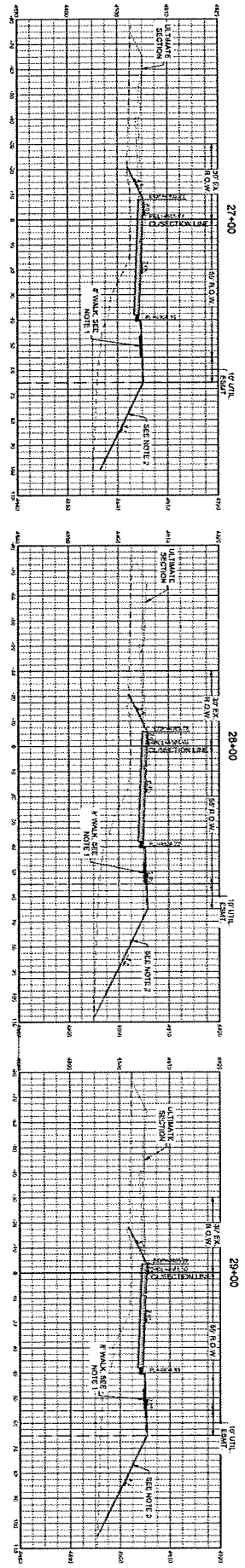
NOTES:
1. 8' WALKWAY, REFER TO BAREFOOT LAKES
INTERNAL GRADING CONDITION, REFER TO BAREFOOT
LAKES FILING NO. 4 BAREFOOT LAKES FILING NO. 4
(INTERNAL GRADING)

**BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.**
RONALD REAGAN BLVD - CROSS SECTIONS

DATE	BY	NOTES
08/18/17	1	1ST PRELIMINARY AND TWO SUBMITTALS
08/21/17	2	2ND PRELIMINARY AND TWO SUBMITTALS
08/21/17	3	3RD PRELIMINARY AND TWO SUBMITTALS
08/21/17	4	4TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	5	5TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	6	6TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	7	7TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	8	8TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	9	9TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	10	10TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	11	11TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	12	12TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	13	13TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	14	14TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	15	15TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	16	16TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	17	17TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	18	18TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	19	19TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	20	20TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	21	21TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	22	22TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	23	23TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	24	24TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	25	25TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	26	26TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	27	27TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	28	28TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	29	29TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	30	30TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	31	31TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	32	32TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	33	33TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	34	34TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	35	35TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	36	36TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	37	37TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	38	38TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	39	39TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	40	40TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	41	41TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	42	42TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	43	43TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	44	44TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	45	45TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	46	46TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	47	47TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	48	48TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	49	49TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	50	50TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	51	51TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	52	52TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	53	53TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	54	54TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	55	55TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	56	56TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	57	57TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	58	58TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	59	59TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	60	60TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	61	61TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	62	62TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	63	63TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	64	64TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	65	65TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	66	66TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	67	67TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	68	68TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	69	69TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	70	70TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	71	71TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	72	72TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	73	73TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	74	74TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	75	75TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	76	76TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	77	77TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	78	78TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	79	79TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	80	80TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	81	81TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	82	82TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	83	83TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	84	84TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	85	85TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	86	86TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	87	87TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	88	88TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	89	89TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	90	90TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	91	91TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	92	92TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	93	93TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	94	94TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	95	95TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	96	96TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	97	97TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	98	98TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	99	99TH PRELIMINARY AND TWO SUBMITTALS
08/21/17	100	100TH PRELIMINARY AND TWO SUBMITTALS



Redland
WHERE GREAT PLACES BEGIN
713.251.4713
1925 West Canal Court, Upland, California 91786
REDLAND.COM



NOTES:
1. PLANS & ELEVATIONS REFER TO BAREFOOT LAKES
2. PLANS & ELEVATIONS DO NOT INCLUDE FOR LOCATION
3. PLANS & ELEVATIONS DO NOT INCLUDE FOR FINAL
DRAWING CONDITION

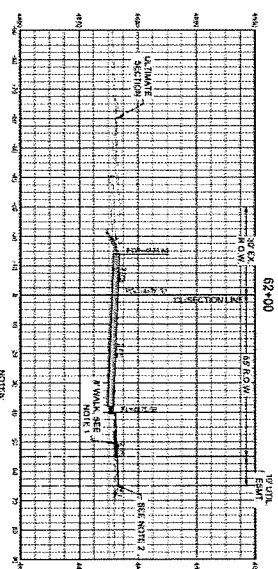
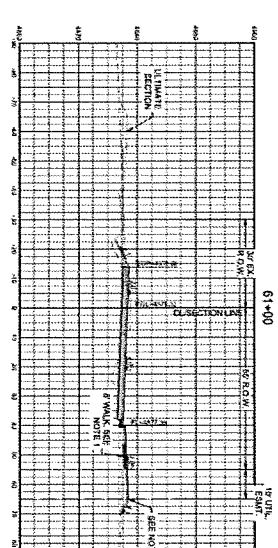
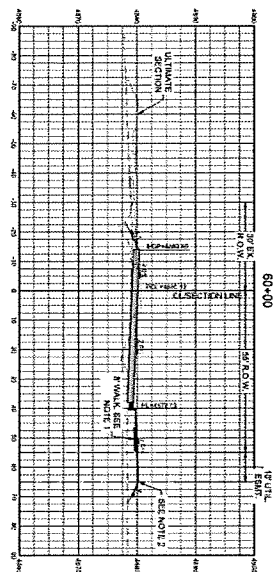
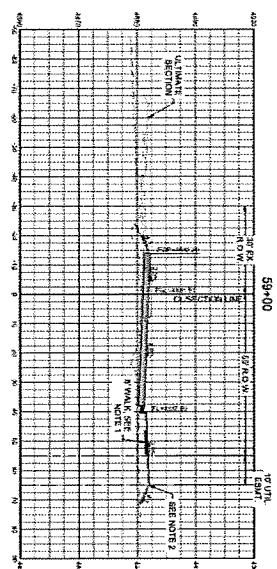
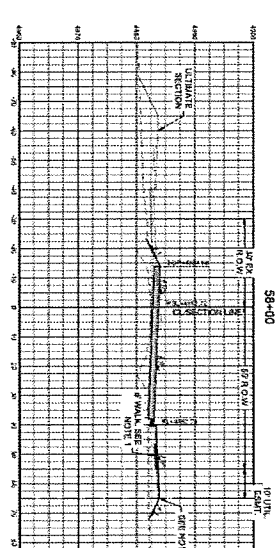
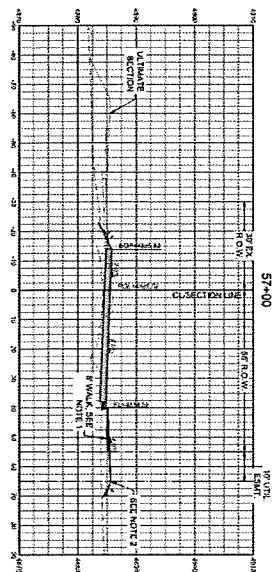
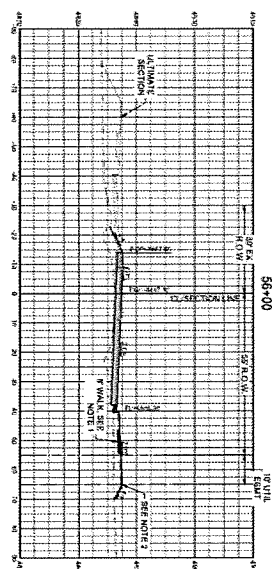
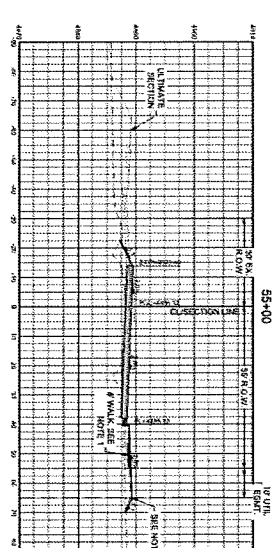
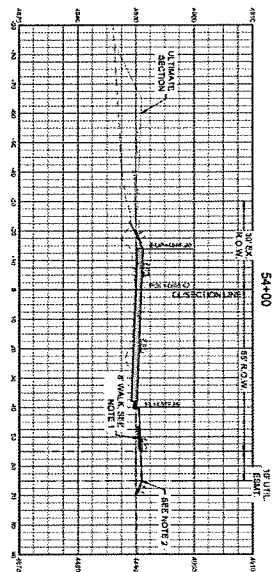
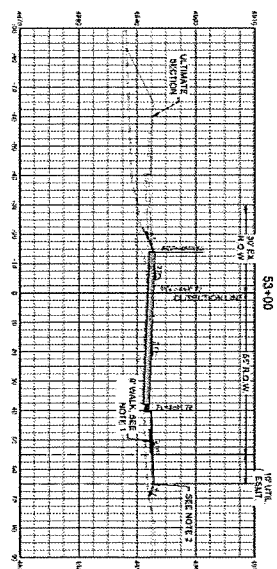
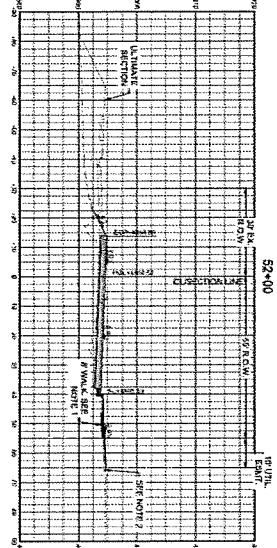
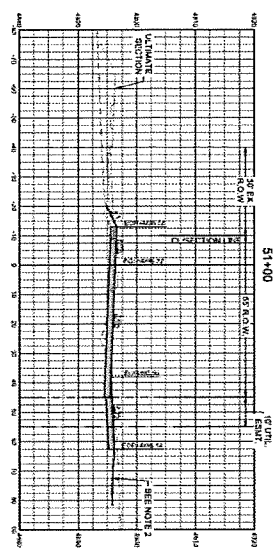
BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.
RONALD REAGAN BLVD - CROSS SECTIONS

DATE	NO.	NOTES
2/2/2019	1	1ST FURSTONE AND LTRIO SUBMITTAL
2/2/2019	2	2ND FURSTONE AND LTRIO SUBMITTAL
2/2/2019	3	3RD FURSTONE AND LTRIO SUBMITTAL
2/2/2019	4	4TH FURSTONE AND LTRIO SUBMITTAL

DESIGNED BY	FE
CHECKED BY	FE
APPROVED BY	FE
PROJECT NO.	0000 000
DATE SCALE	1" = 1'-0"
NOTE SCALE	1" = 1'-0"



YEARS Redland
THE WHOLE GREAT PLACES BEGIN
712.553.4743 Office
1000 West 10th Street, Suite 100
BIDLAND, CA 94515
REDLAND.COM



NOTE:
1. 0.5WALK MEANDERS REFER TO BAREFOOT LAKES

BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.

RONALD REAGAN BLVD - CROSS SECTIONS

DATE	NO.	NOTES
01-14-01	1	1ST FIRESTONE AND LTWD SUBMITTAL
01-14-01	2	2ND FIRESTONE AND LTWD SUBMITTAL
01-14-01	3	3RD FIRESTONE AND LTWD SUBMITTAL
01-14-01	4	4TH FIRESTONE AND LTWD SUBMITTAL

DATE	JR
CHANGED	ET
APPROVED	ET
PROJECT NO.	08001
HORIZ. SCALE	1" = 20'
VERT. SCALE	1" = 2'



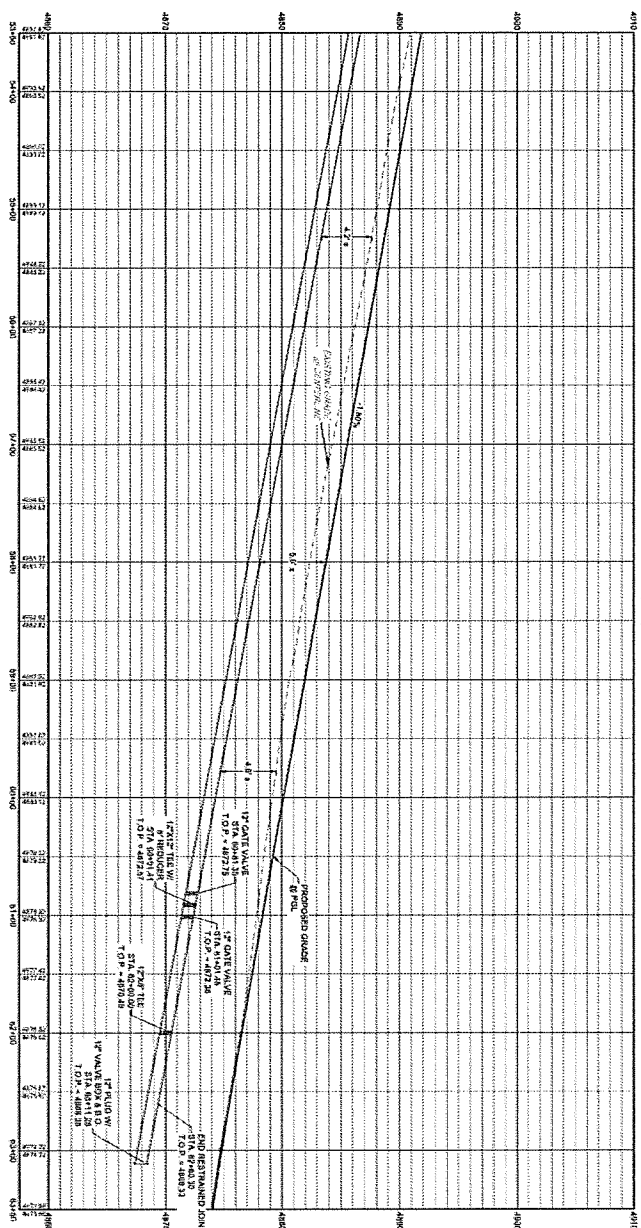


1. REFER TO DRAINAGE WATER DETAIL FOR LENGTH OF RESTRAINED PIPED ON SHEET C-7.
2. FOR ABANDONED WATCHLINE EAST OF C.R. 11 REMOVE EXISTING METER PITS, VALVE BOXES AND OTHER APPURTENANCES.

TEAM	JR
CHIEF	FT
APPROVED	FT
PROJECT NO.	00000000
HORIZ. SCALE	1" = 10'
VERT. SCALE	1" = 5'



MATCHLINE STA. 53+50
(SEE SHEET C6.2)



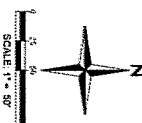
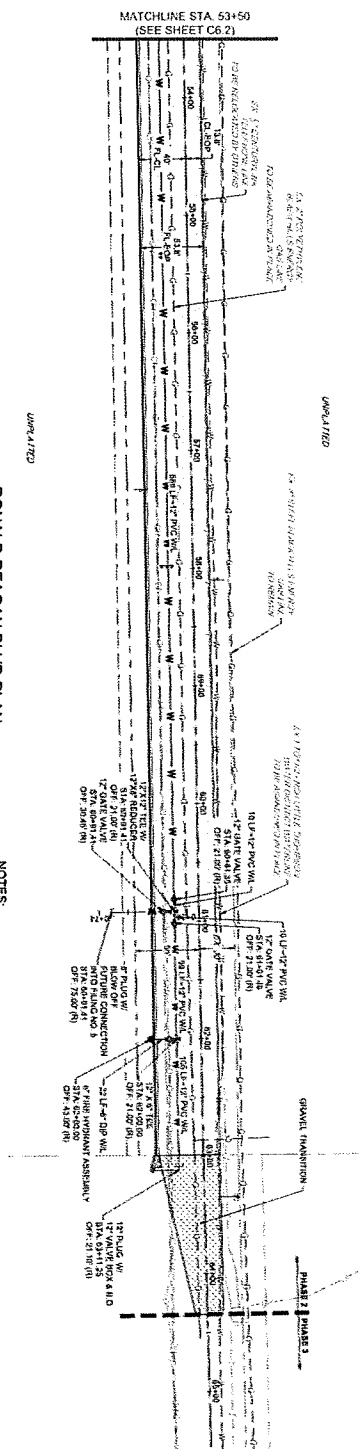
RONALD REAGAN BLVD PROFILE

45-37060
V. 37m87

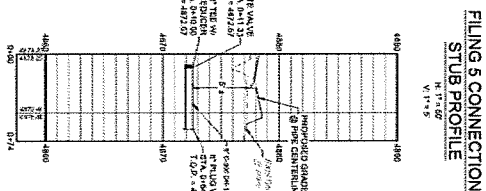
RONALD REAGAN BLVD PLAN
SCALE 1" = 80'

SCALE: 1" = 20'

1. REFER TO DRIVER WATER DETAIL FOR LENGTH OF RESTRAINED PIPE ON SHEET C87
2. FOR AMANDONED WATERLINE EAST OF C.R. 11 REMOVE EXISTING METER PITS, VALVE BOXES AND OTHER APPURTENANCES.

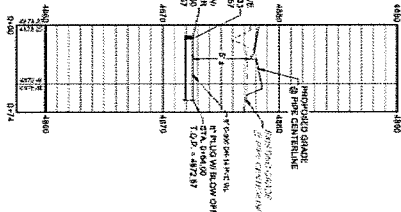


**Know what's below,
Call before you dig**



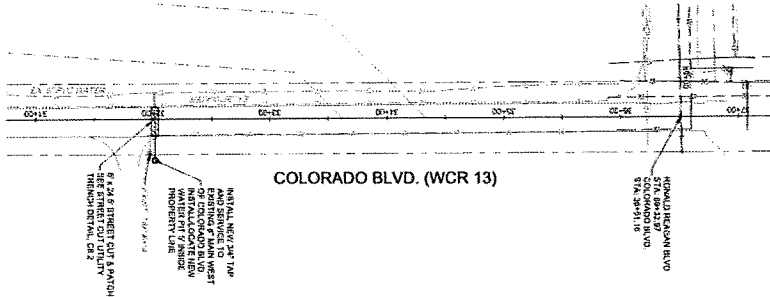
FILING 5 CONNECTION STUB PROFILE

VI. 1. 2. 3. 4.



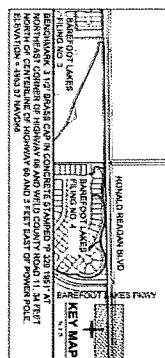
COLORADO BLVD PLAN

34



COLORADO BLVD. (WCR 13)

STANLEY
STANLEY
STANLEY



BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.

WATER PLAN AND PROFILE

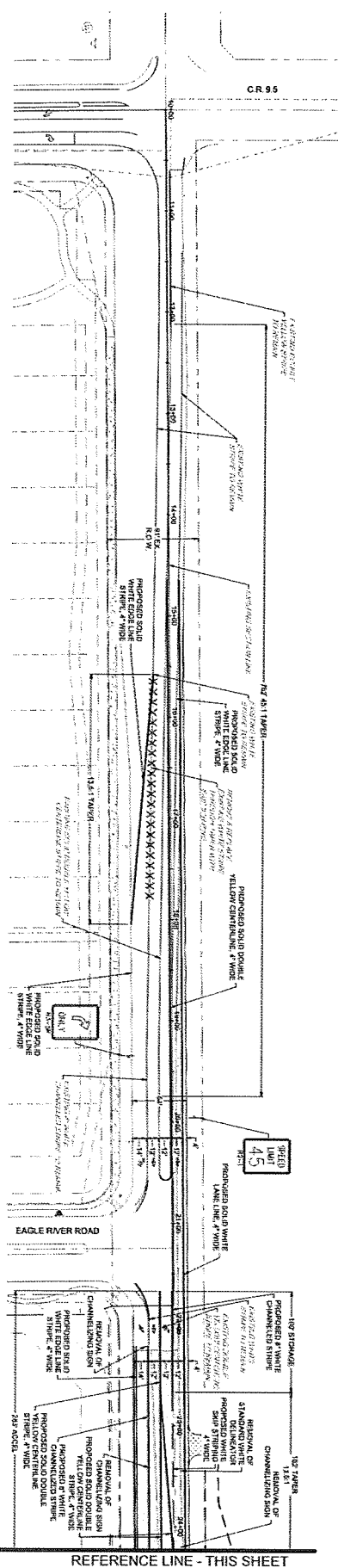
C6.3

DATE	NO.	NOTES	ISSUED BY	DATE
2016-03-18	1	1ST FIRSTSTONE AND 1ST SUBMITTAL	CHLOE	17
2016-04-15	2	2ND FIRSTSTONE AND 1ST SUBMITTAL	CHLOE	17
2016-04-15	3	3RD FIRSTSTONE AND 1ST SUBMITTAL	CHLOE	17
2016-04-15	4	4TH FIRSTSTONE AND 1ST SUBMITTAL	CHLOE	17

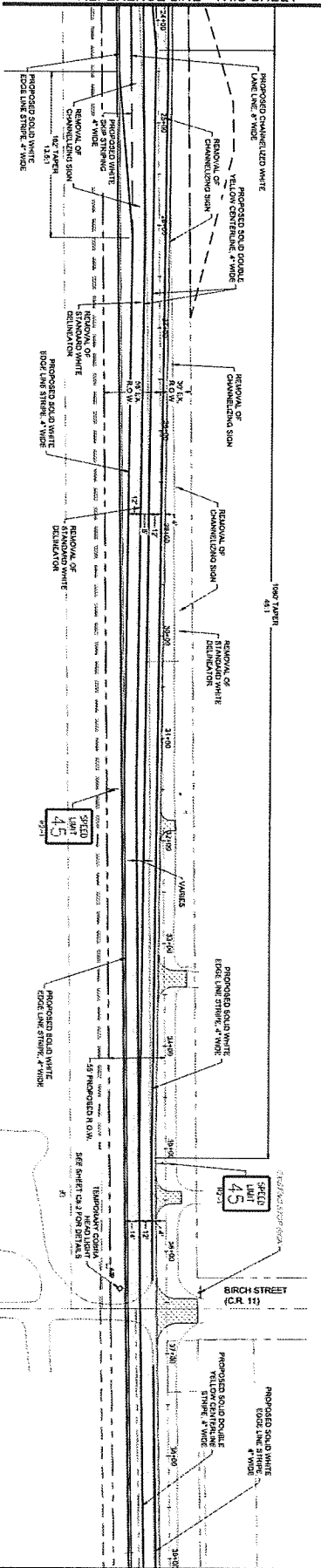


40 YEARS
Redland
WIDE ZONE PLATE RIMS

725.207.4763 Office
1805 West Canal Court, Littleton, Colorado 80120
REDLAND.COM



REFERENCE LINE - THIS SHEET



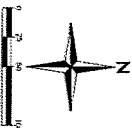
REFERENCE LINE - SHEET C7.1

GENERAL NOTES

1. The following are the components of the process of change:
 - a. Assessment of the current state of the organization
 - b. Identification of the desired state of the organization
 - c. Development of a change strategy
 - d. Implementation of the change strategy
 - e. Evaluation of the change process
2. The following are the factors that influence the process of change:
 - a. The nature of the change (e.g., incremental vs. radical)
 - b. The readiness of the organization (e.g., culture, structure, resources)
 - c. The leadership of the organization (e.g., vision, communication)
 - d. The resistance of the organization (e.g., fear, inertia)
 - e. The support of the organization (e.g., stakeholders, resources)
3. The following are the steps in the process of change:
 - a. Assessment of the current state of the organization
 - b. Identification of the desired state of the organization
 - c. Development of a change strategy
 - d. Implementation of the change strategy
 - e. Evaluation of the change process
4. The following are the factors that influence the process of change:
 - a. The nature of the change (e.g., incremental vs. radical)
 - b. The readiness of the organization (e.g., culture, structure, resources)
 - c. The leadership of the organization (e.g., vision, communication)
 - d. The resistance of the organization (e.g., fear, inertia)
 - e. The support of the organization (e.g., stakeholders, resources)
5. The following are the steps in the process of change:
 - a. Assessment of the current state of the organization
 - b. Identification of the desired state of the organization
 - c. Development of a change strategy
 - d. Implementation of the change strategy
 - e. Evaluation of the change process
6. The following are the factors that influence the process of change:
 - a. The nature of the change (e.g., incremental vs. radical)
 - b. The readiness of the organization (e.g., culture, structure, resources)
 - c. The leadership of the organization (e.g., vision, communication)
 - d. The resistance of the organization (e.g., fear, inertia)
 - e. The support of the organization (e.g., stakeholders, resources)

NOTES

1. ALL SWIMMING AND PAVEMENT MARKINGS SHALL CONFORM TO THE TOWN OF FRIESTON SPECIFICATIONS.
2. ALL SIGNS MUST CONFORM TO MAJED STANDARDS.
3. ALL SIGN POSTS SHALL CONFORM TO NUTRUP POST SPECIFICATIONS.
4. SIGNS ALONG THE R.D.W. SHALL CONFORM TO THE TOWN OF FRIESTON ROAD SIGNS ALONG THE R.D.W. SHALL CONFORM TO THE TOWN OF FRIESTON ROAD.
5. CHANNELLED DRAINAGE DEVICES ARE SPACED AT 120 FT. AND DECLAIMED DEVICES ARE SPACED AT 200 FT. THESE ILLUSTRATED OVERVIEW ON THE PLAN, THESE DEVICES SHALL BE PLACED AT THIS INTERVAL LENGTH OR SHORTER TO COMPLY WITH MAJED STANDARDS.



**Know what's below.
Call before you dig.**



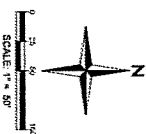
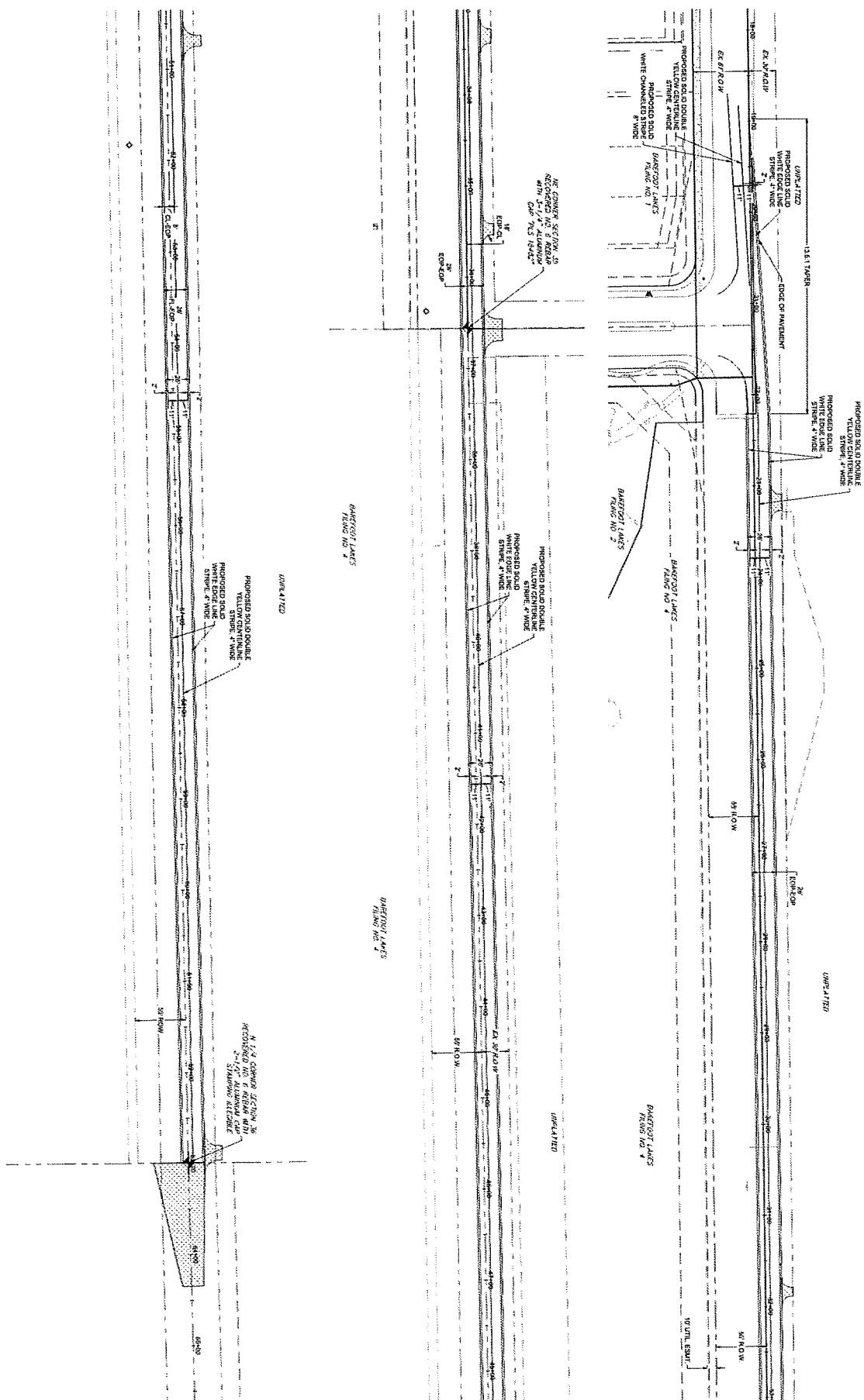
BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.

SIGNAGE AND STRIPING PLAN

[illegible]

STATION	JA
INFLUENCE	FT
APPROACH	FT
PROJECT NO.	00000000
VERT SCALE	1" = 40'
VERT SCALE	VERT SCALE





C7.2

BAREFOOT LAKES FILING NO. 4
RONALD REAGAN BLVD.

BYPASS SIGNAGE & STRIPING SIGNAGE AND STRIPING PLANS

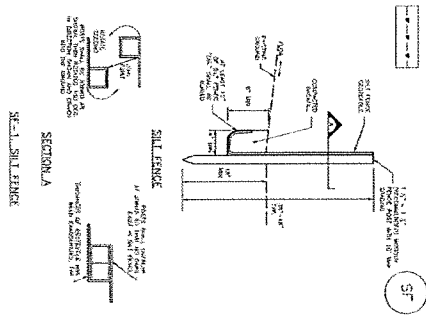
DATE	NO.	NOTE
2016-03-18	1	1ST FORESTONE AND 1ST SUBMITTAL
2016-04-13	2	2ND FORESTONE AND 1ST SUBMITTAL
2016-06-15	3	3RD FORESTONE AND 1ST SUBMITTAL
2016-06-29	4	4TH FORESTONE AND 1ST SUBMITTAL

DESIGN	DATE
CHECKED	POST
APPROVED	NOT
PROJECT NO.	DRAWING
HORIZ SCALE	1" = 12'
VERT SCALE	



Silt Fence (SF)

SC-1



SECTION A
SILT FENCE

November 2010
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

Silt Fence (SF)

SC-1

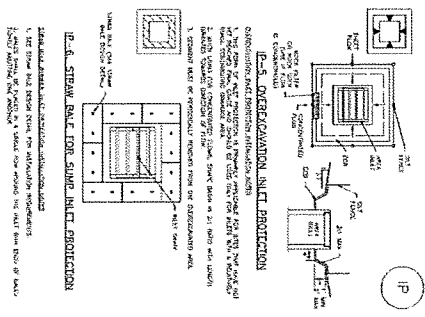
SILT FENCE CONSTRUCTION NOTES

1. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.
2. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.
3. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.
4. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.
5. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.
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8. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.
9. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.
10. Silt fences shall be constructed of 1.5' x 1.5' mesh and 1' high top. The fence shall be 1' wide and 1' deep. The fence shall be 1' long.

August 2011
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

Inlet Protection (IP)

SC-6

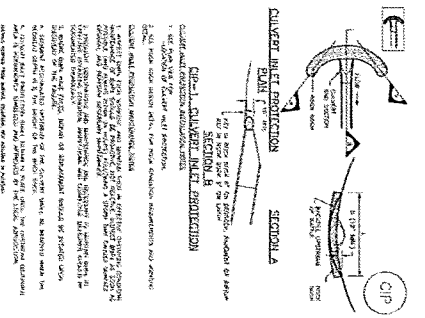


SECTION A
INLET PROTECTION

August 2011
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

Inlet Protection (IP)

SC-6

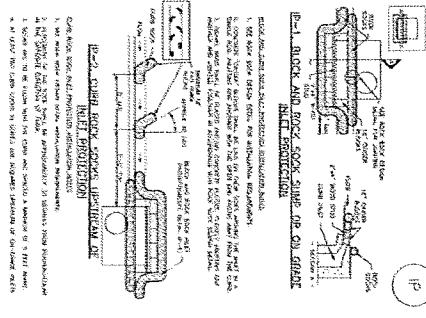


SECTION A
INLET PROTECTION

August 2011
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

Inlet Protection (IP)

SC-6

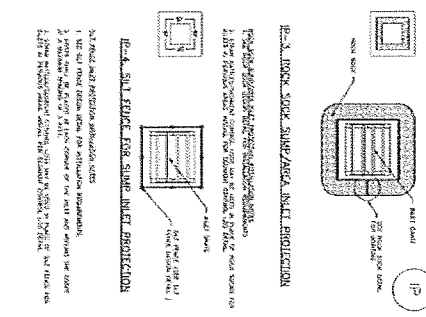


SECTION A
INLET PROTECTION

August 2011
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

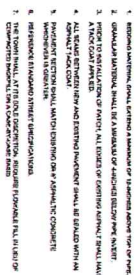
Inlet Protection (IP)

SC-6

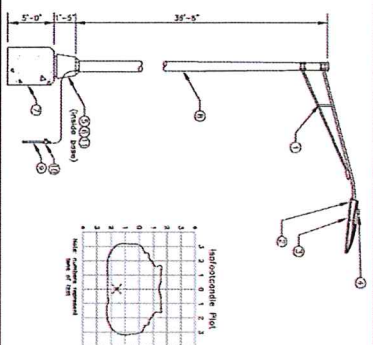


SECTION A
INLET PROTECTION

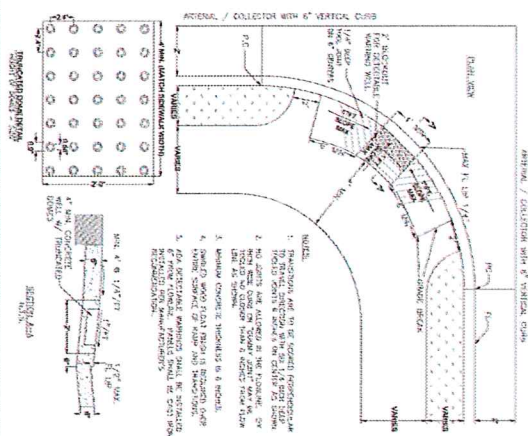
August 2011
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3



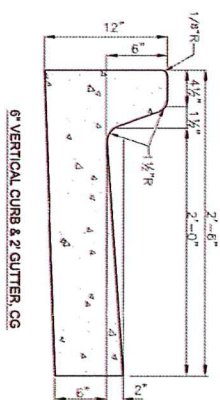
STREET CONSTRUCTION DRAWINGS

DATE: JULY 2008[illegible]

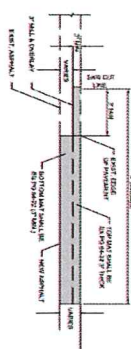
COBRAHEAD LIGHT DETAIL



STREET CONSTR. DRAWINGS

DATE MAY 20 1964

6" VERTICAL CURB & 2' GUTTER, CG

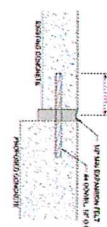


CONSTRUCTION DRAWINGS

DATE: JULY 2016

DATE	RNO	NOTES
2010-03-18	1	1ST FIRESTONE AND LTWC SUBMITTAL
2011-05-13	2	2ND FIRESTONE AND LTWC SUBMITTAL
2011-08-21	3	3RD FIRESTONE AND LTWC SUBMITTAL
2012-09-27	4	4TH FIRESTONE AND LTWC SUBMITTAL

ISSUED	JA
CHECKED	FT
APPROVED	
PROJECT NO	00000000
HORIZ SCALE	1" = 50'
VERT SCALE	VERT SCALE



 THE GOLDEN THREAD AN AFFILIATE OF THE NATIONAL ASSOCIATION OF ARCHITECTS	DOWEL JOINT DETAIL		STREET CONSTRUCTION DRAWINGS	
			SCALE: N.T.S.	DATE: JULY 2008

SCALE: N.T.S.
DATE: JULY 2008

DATE	NO	NOTES
2016-03-18	1	1ST FIRESTONE AND LTRO SUBMITTAL
2019-06-13	2	2ND FIRESTONE AND LTRO SUBMITTAL
2019-08-11	3	3RD FIRESTONE AND LTRO SUBMITTAL
2019-09-27	4	4TH FIRESTONE AND LTRO SUBMITTAL

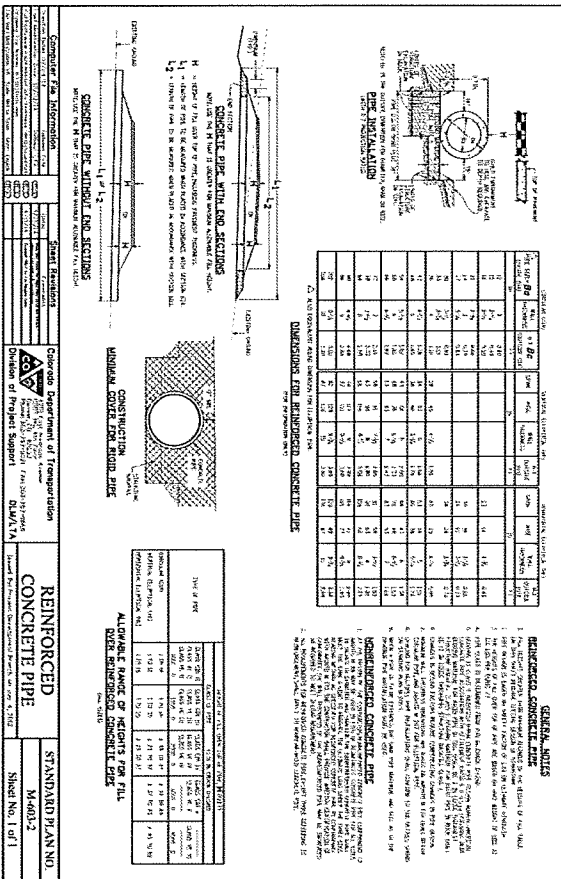
TRAVER	JR
CHECKED	ET
APPROVED	
PROJECT NO	DESIGN ID
HORIZ SCALE	1" = 50'
VERT SCALE	VERT SCALE

REDLAND 25 YEARS
Redland
WHERE GREAT PLACES BEGIN
710.207.4753 Office
1905 West Canal Court, Littleton, Colorado 80120
REDLAND.COM

STREET DETAILS

C8.4

Diagram showing GATE INSTALLATION DETAIL. Labels include: GATE, FRAME, CONCRETE, and dimensions like 1/2" MIN., 1/4" MIN., 1/2" MIN., 1/4



SLOPE AND DRAINAGE EASEMENT AND AGREEMENT

THIS SLOPE AND DRAINAGE EASEMENT AND AGREEMENT ("Agreement") is made and entered into this 14th day of May, 2020 (the "Effective Date"), by and between Mark W. Schell and Deborah M. Schell, whose address is P.O. Box 943, Berthoud, Colorado 80513, ("Grantor"), and **THE TOWN of FIRESTONE, COLORADO, a municipal corporation**, whose mailing address, for purposes of this Agreement, is PO Box 100 Firestone, CO 80520 ("Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, commonly known as the Westrian Ranch Annexation (the "Property").
2. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, the sum of **Ten Dollars (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive and permanent easement (the "Easement") on, over, under and across the Property as described more fully on **Exhibit A**, attached to and made a part of this Agreement (the "Easement Area"), subject to the conditions and restrictions set forth below.
3. Purpose and Uses of Easement. The Easement is for the purpose of providing and maintaining **public drainage facilities**. Grantee may use the Easement to construct, install, operate, use, maintain, repair, modify, reconstruct, replace, inspect and remove, at any time and from time to time, roadway slopes and other surface or underground drainage structures and facilities, including without limitation channels, ditch sections, storm sewers, culverts, curb and gutter, inlets, cut and fill slopes, embankments, and road shoulder (the "Improvements"), and for access to the Improvements, on, over, under and across the Easement Area.
4. Additional Rights of Grantee. Grantor further grants to the Grantee:
 - (a) the right from time to time to enlarge, improve, reconstruct, relocate and replace the Improvements constructed hereunder either in the original location or at any alternate location or locations within the Easement Area, generally consistent with the intended purposes of the Easement;
 - (b) the right to use so much of the land adjoining the Easement Area as shall be reasonably necessary to enable workers and equipment to properly and conveniently construct, maintain, improve, repair, reconstruct, and replace the Improvements upon, over, within, through and across the Easement Area. Grantee shall return any and all property used outside the Easement Area to the state it existed prior to the use;
 - (c) the right to mark the location of the Easement Area by suitable markers set in the ground.

5. Grantor's Rights in Easement Area. Grantee shall endeavor to design any Improvements in a manner that does not disrupt the historical run-off from Grantor's Property. If, for any reason, the Improvements conflict with, impede, restrict or limit in any manner whatsoever the historical run-off from Grantor's Property such that the Improvements must be relocated outside of the Easement Area, the Parties shall i) work together to execute any easements or amendments to this Agreement that are necessary for the relocated Improvements, and to release any portions of the Property from the Easement that are no longer needed; and ii) develop and implement a comprehensive relocation plan. The plans for any relocation will be subject to the Town's prior written approval, and the relocation will be subject to the Town's oversight. Grantor reserves the right to develop the Property, subject to the Easement. In furtherance of such future developments it may become necessary to relocate the Easement to an alternate location. To exercise the relocation rights, Grantor shall provide written notice to Grantee not less than one-hundred eighty (180) days prior to the proposed relocation date. The parties shall confer in good faith to determine a mutually-agreeable alternate easement location. Upon mutual approval of any proposed alternate easement location and the allocation of costs necessary to relocate the Easement, the parties shall modify the Easement grant accordingly in a written instrument signed by each party's duly authorized official.. Grantee, at their sole cost, will accommodate the needs of the development of the property should any changes be required to the easement area because of said development.

6. Maintenance of the Easement Area.

- (a) Upon completion of construction work in the Easement Area, Grantor will maintain the surface of the Easement Area in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under paragraph 5, above.
- (c) Upon completing any work in the Easement Area Grantee will make such repairs or take such other action as may be necessary to restore the Easement Area to a condition comparable to its condition prior to Grantee's activities in the Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.

7. Representations and Warranties of Grantor.

- (a) Grantor hereby warrants and represents to the Town that they are seized with fee title to the underlying real property and there are no other parties with interest and that Owner has sole and exclusive authority to enter into this Easement. Grantor makes no other warranties, express or implied.

8. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Property and are to run with the land.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.

10. Attorneys Fees and Costs. In the event of any litigation between the parties relating to this Easement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.

12. Matters of Record. The conveyance of this Easement is made subject to all existing matters of record, affecting all or any part of the Easement Area, to the extent that the same are currently validly existing.

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26, WHENCE THE SOUTH LINE OF SAID SOUTHEAST QUARTER BEARS SOUTH 89°16'34" WEST, A DISTANCE OF 2,655.85 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 88°56'41" WEST, A DISTANCE OF 966.19 FEET TO THE NORTHERLY RIGHT-OF-WAY OF RONALD REAGAN BOULEVARD ALSO KNOWN AS WELD COUNTY ROAD 28 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°16'34" WEST, A DISTANCE OF 361.50 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 00°43'26" WEST, A DISTANCE OF 12.68 FEET;

THENCE NORTH 88°37'45" EAST, A DISTANCE OF 48.53 FEET;

THENCE NORTH 73°07'38" EAST, A DISTANCE OF 107.70 FEET;

THENCE NORTH 88°43'33" EAST, A DISTANCE OF 47.75 FEET;

THENCE SOUTH 75°37'35" EAST, A DISTANCE OF 167.55 FEET TO THE **POINT OF BEGINNING**.

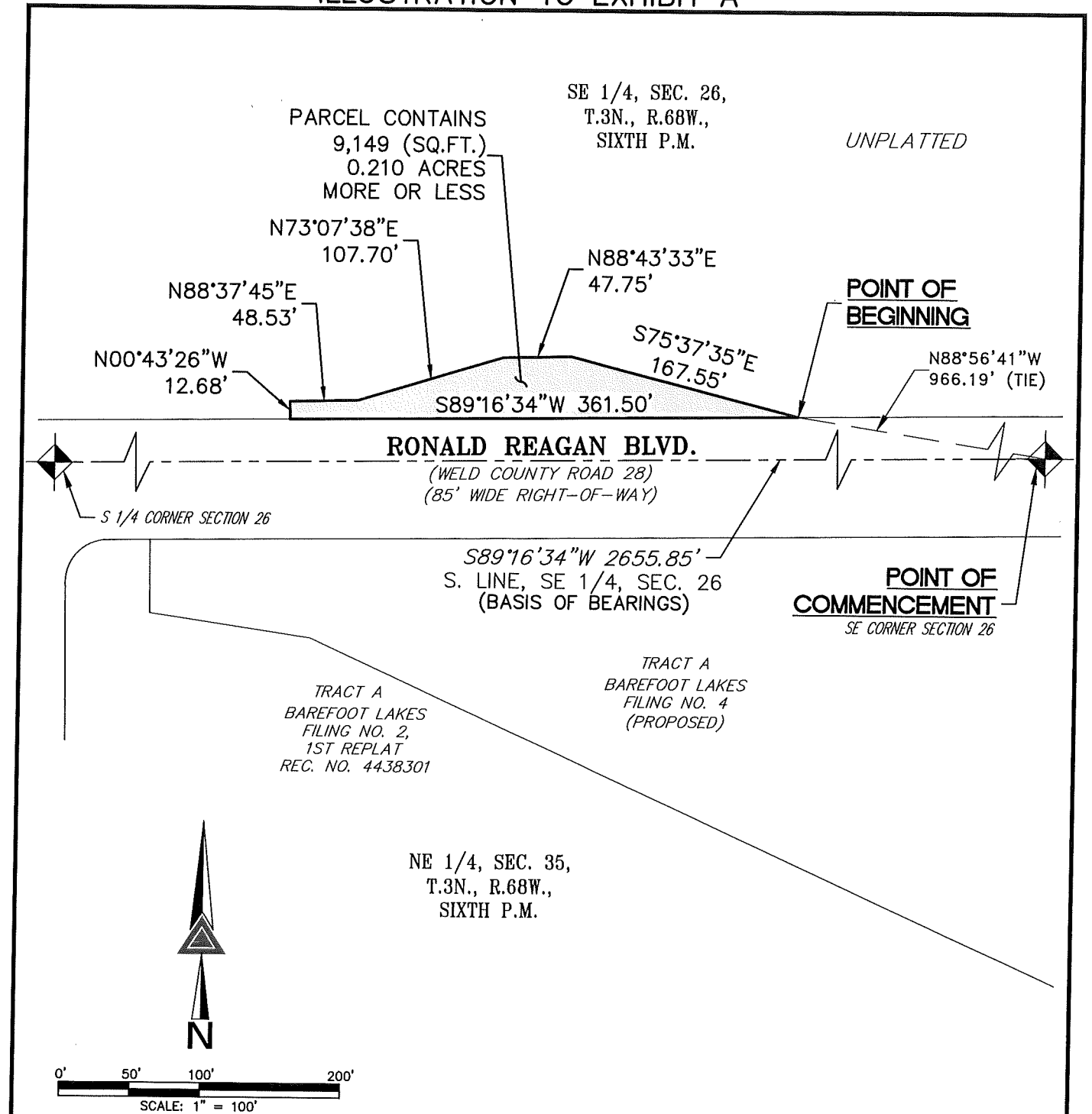
CONTAINING AN AREA OF 0.210 ACRES, (9,149 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



ANTHONY K. PEALL, PLS 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: CULVERT EASEMENT.DWG
DWG: YM CHK: AKP
DATE: 8/21/2019
SCALE: 1" = 100'



AZTEC
CONSULTANTS, INC.

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

Q:\54818-46 - Barefoot Lakes F4 Plat\DWG\EXHIBITS

CULVERT EASEMENT

SE 1/4 SEC. 26, T.3N., R.68W., 6TH P.M.
TOWN OF FIRESTONE, COUNTY OF WELD
JOB NUMBER 54818-46

2 OF 2 SHEETS

REVOCABLE LICENSE AGREEMENT

(Barefoot Lakes Filing 4 and Ronald Reagan Boulevard Signage and Landscaping)

THIS REVOCABLE LICENSE AGREEMENT ("Agreement" or "License") is made and entered effective the ____ day of _____, 201__, by and between the TOWN OF FIRESTONE, COLORADO ("Town") and the ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1 (the "District") and BAREFOOT LLC, a Colorado limited liability company ("Barefoot") the District and Barefoot are referred to collectively as "Licensee").

WHEREAS, the Consolidated Service Plan for the District, in conjunction with St. Vrain Lakes Metropolitan District Nos. 2-4, was approved by the Weld County Board of County Commissioners on August 28, 2006 (the "Service Plan"); and

WHEREAS, the Service Plan states the District will provide, among other improvements and services, safety protection through traffic control measures in accordance with C.R.S. § 32-1-1004(2)(d); and

WHEREAS, on May 27, 2015, the Town's Board of Trustees adopted Ordinance No. 871, which annexed the District's service area to the Town, and which Ordinance was recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149329; and

WHEREAS, the District's service area will be comprised of a development known as Barefoot Lakes; and

WHEREAS, Barefoot is the owner and developer of land within the development known as Barefoot Lakes; and

WHEREAS, the quality, design and materials of certain signage within Barefoot Lakes, such as entry monuments and traffic signage, will be distinct from those typically utilized within the Town (the "Barefoot Signage"); and

WHEREAS, the Town has approved a Final Development Plan for Barefoot Lakes Filing 4 (the "Filing 4 FDP"), which was recorded with the Weld County Clerk and Recorder on 12/04/2019 at Reception No. 4546776, and which provides details of the Barefoot Signage and landscaping improvements to be located within Filing 4; and

WHEREAS, the Town has approved a Final Utility Plan ("FUP") titled Barefoot Lakes Filing No. 4 – Ronald Reagan Boulevard (the "Ronald Reagan Blvd FUP"), which was recorded with the Weld County Clerk and Recorder on N/A at Reception No. N/A, and which provides details of the Barefoot Signage and landscaping improvements to be located within Ronald Reagan Boulevard; and

WHEREAS, the Licensee desires to use and occupy certain portions of the Town's right-of-way for installation and maintenance of certain Barefoot Signage, as described in the Filing 4 FDP,

the Ronald Reagan Blvd FUP, and further defined in this Agreement; and

WHEREAS, the Licensee has also requested the Town permit it to install and maintain certain landscaping and irrigation improvements within those portions of the Town's right-of-way described in the Filing 4 FDP, the Ronald Reagan Blvd FUP, and further defined in this Agreement; and

WHEREAS, the Town has approved a Subdivision Agreement for Barefoot Lakes Filing 4 (the "Subdivision Agreement"), which was recorded with the Weld County Clerk and Recorder on 12/04/2019 at Reception No. 4546779, and which establishes certain rights and obligations of the Town as well as Barefoot LLC as the Subdivider thereunder; and

WHEREAS, the Town has approved a Development Agreement for Ronald Reagan Boulevard (the "Development Agreement"), which was recorded with the Weld County Clerk and Recorder on _____ at Reception No. _____, and which establishes certain rights and obligations of the Town as well as Barefoot LLC as the Subdivider thereunder; and

WHEREAS, the Town and Licensee desire to enter into this License Agreement to set forth certain rights and responsibilities with respect to the Licensee's use and occupancy of Town right-of-way in connection with such landscaping and the Barefoot Signage.

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

1. The Town hereby grants to Licensee a revocable license to occupy and use, subject to all of the terms and conditions of this Agreement, the premises located within the right-of-way as depicted on **Exhibit A**, attached hereto and incorporated herein by reference (the "Premises"). Except as specifically allowed by this Agreement, the Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

2. The Premises may be occupied and used by Licensee during the term of this Agreement for the sole purpose of installing and maintaining upon the Premises: (i) the landscaping and irrigation improvements located within the rights-of-way depicted on **Exhibit A** and shown in the Filing 4 FDP and (ii) the Traffic Regulatory Signs and Bicycle Regulatory Signs (collectively, the "Regulatory Signs") depicted in the Filing 4 FDP (collectively, the "ROW Improvements").

3. The District shall be responsible for maintaining, repairing and replacing the Barefoot Signage, except for the Regulatory Signs. When determined necessary or advisable by the Town, the Town shall repair or replace Regulatory Signs located on the Premises from a stock of replacement Regulatory Signs provided by the District. The Town shall notify the District when its stock of replacement Regulatory Signs needs to be replenished, and the District shall provide additional Regulatory Signs within thirty (30) days of the Town's request. If at any time the Town determines any of the Regulatory Signs need to be replaced, and the Town is not in possession of the applicable

Regulatory Signs, the Town may use its standard signage to temporarily replace the Regulatory Signs. Upon receipt of replacement Regulatory Signs from the District, the Town shall replace the standard signage with the Regulatory Signs. All Regulatory Signs, whether installed by the District or the Town, and whether temporary or permanent, shall be installed and maintained in accordance with all state and local laws and regulations, including the Manual on Uniform Traffic Control Devices.

4. The District shall be responsible for maintaining, repairing and replacing all landscaping and irrigation improvements on the Premises so they are kept in the condition shown on the Filing 4 FDP and so they do not adversely affect sight lines in the travel ways.

5. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Premises.

6. The Town shall have the right to enter into the Premises at any time during the term of this Agreement for any purpose of the Town. The Town shall have the right to place improvements on the Premises.

7. In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises. Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee's use and occupancy of the Premises.

8. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

9. This Agreement shall not authorize Licensee to close any public street without the prior written consent of the Town. Licensee shall, and Licensee shall require any of Licensee's contractors to, provide traffic control compliant with the Manual on Uniform Traffic Control Devices for any work performed in the right-of-way for Barefoot Lakes Parkway and Ronald Reagan Boulevard. Licensee and its contractors shall not unduly interfere with traffic for any operations conducted in the remaining local street rights-of-way.

10. Licensee agrees to comply at all times with the resolutions, ordinances, rules, and regulations of the Town in Licensee's use and occupancy of the Premises. If Licensee fails to comply with its obligations under this Agreement, the Town may take such measures as it determines necessary to bring the Premises into compliance, and the cost of any such measures shall be paid by the Licensee.

11. Licensee understands that the license granted hereunder is granted subject to all

franchise agreements, easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such prior franchise agreements, rights, easements, or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such agreements, rights or easements or other interests.

12. To the extent permitted by law, Licensee agrees to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of, resulting from, or in any way connected with, Licensee's use and occupancy of the Premises, or with this Agreement or the rights and obligations of the Licensee hereunder.

13. Licensee shall procure and maintain, and shall cause each contractor of the Licensee to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Licensee pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Licensee to maintain such continuous coverage. All insurance will be underwritten by a company licensed or authorized to conduct business in the State of Colorado. Prior to the commencement of any activities in the rights-of-way by Licensee or Licensee's contractors, and annually on or before December 31 of each year this Agreement is in effect, Licensee shall provide a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, which certificate and shall be subject to review and reasonable approval by the Town prior to commencement of any work under this Agreement and as a condition of continued use of the Premises. Upon receipt of notice from its insurer, Licensee shall provide Licensor with written notice of cancellation or modification of any such policies.

(a) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each accident, ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted.

(b) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision. Coverage shall include independent contractor's protection, premises-operations, products, completed operations and contractual liability with respect to the liability assumed by Licensee hereunder.

(c) Comprehensive Automobile Liability insurance with minimum combined

single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and NINE HUNDRED NINETY THOUSAND DOLLARS (\$990,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Licensee's owned vehicles assigned to or used in connection with Licensee's rights or obligations of this License.

14. Any notices or communication required or permitted hereunder shall be given in writing and shall be sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Firestone
Town Clerk
P.O. Box 100
Firestone, CO 80520

District:

St. Vrain Lakes Metropolitan District 1
6465 Greenwood Place Blvd., #700
Centennial, CO 80111

With a copy to:

Williamson & Hayashi, LLC.
1650 38th Street, Suite 103W
Boulder, CO 80301

with a copy to:

White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Barefoot:

Barefoot LLC
6465 Greenwood Place Blvd., #700
Centennial, CO 80111

with a copy to:

Lyons Gaddis
515 Kimbark Street, Suite 200
Longmont, CO 80501

or to such other address as hereafter designated in writing by the applicable parties. Notices shall be effective upon mailing.

15. Waiver by the Town of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

16. The Town may terminate this Agreement at any time by giving ninety (90) days prior written notice to the Licensee; provided, however, the Town at all times retains the right to enter upon

the Premises and remove or alter any or all improvements as the Town may, in its sole discretion, deem necessary to address any safety concerns or to otherwise protect the public health, safety or welfare. Upon receiving notice of termination as set forth in the notice, and if requested by the Town, the Licensee shall remove from the Premises all or such portion or portions of the ROW Improvements placed on the Premises by Licensee, as directed by the Town. Any improvements not removed within 90 days after the date of the notice may be removed by the Town. Alternatively, the Town may, in its sole discretion, permit the improvements to remain on the Premises, and such improvements shall thereafter be owned and maintained by the Town.

17. This Agreement is entered into by the Town for the benefit of and to facilitate development of Barefoot Lakes, and the Licensee may only transfer or assign the rights granted hereunder with the prior written consent of the Town.

18. This Agreement shall be governed by the laws of the state of Colorado and venue shall be in the Weld County District Court. In the event of any dispute or litigation arising under the terms of this License, the prevailing party shall be entitled, in addition to other damages or costs, to receive from the other party court costs and reasonable attorney fees.

19. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; provided, however, that should a court of competent jurisdiction determine any provision to be invalid or prohibited under applicable law, such provision shall be severable and deemed ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Agreement.

20. This License is a total and full integration of the parties' complete agreement regarding the Premises and the terms of its use pursuant to said License. The parties acknowledge that this License hereby supersedes all prior verbal or written agreements, leases, or licenses relating to the Premises and its use other than the Filing 4 FDP, the Ronald Reagan FUP, the Development Agreement and Subdivision Agreement, as such may be amended from time to time.

21. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

22. Both the Town and the District are governmental entities afforded the privileges and immunities of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* Nothing in this Agreement is intended, or shall be deemed, to waive any such privileges or immunities.

23. Neither the termination by the Town pursuant to this Agreement nor any act or omission of the Town or Licensee hereunder, including any removal or alteration of ROW Improvements, shall constitute a default by Barefoot LLC, its successors or assigns, pursuant to the Filing 4 FDP, the Ronald Reagan FUP, the Development Agreement or the Subdivision Agreement.

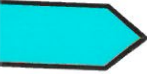
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF FIRESTONE

By: Bobbi Sindelar
Bobbi Sindelar, Mayor

ATTEST:



Leah Vanarsdall, Town Clerk

LICENSEE:

ST. VRAIN LAKES METROPOLITAN
DISTRICT NO. 1

By: Shannon Robbins

Title: PRESIDENT

ATTEST:

By: [Signature]

Title: ASSISTANT SECRETARY

BAREFOOT, LLC

By: [Signature]

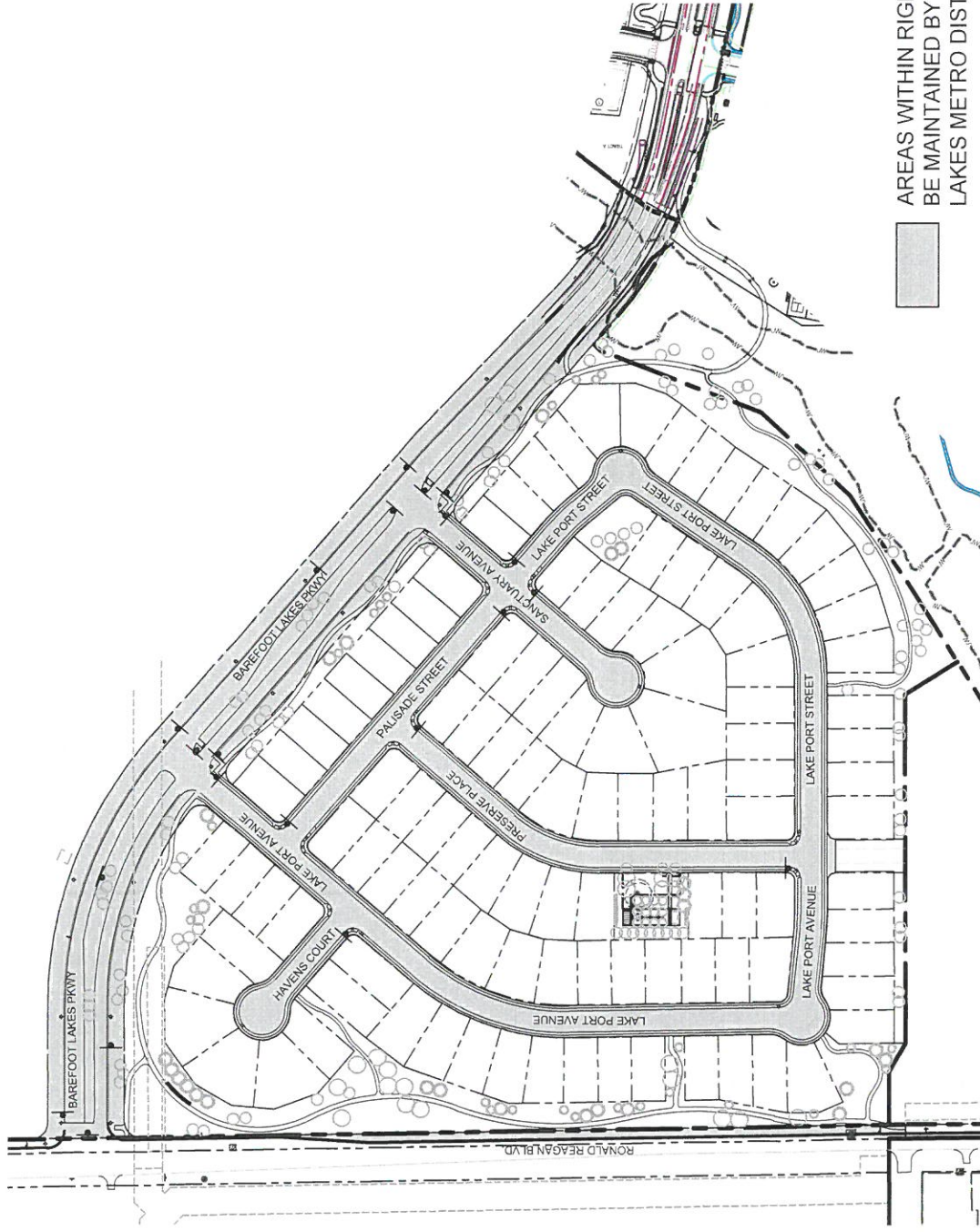
Title: President, Colorado

and

By: [Signature]

Title: CFO

Exhibit A
The Premises
[ATTACHED]



AREAS WITHIN RIGHT OF WAY TO
BE MAINTAINED BY ST. VRAIN
LAKES METRO DISTRICT NO. 1

STREET SIGN

DESIGNWORKSHOP BAREFOOT LAKES FILING 4 FIRESTONE, CO

1390 Lawrence Street
Suite 100
Denver, Colorado 80204
(303) 623-5186
Facsimile (303) 623-2260

LANDSCAPE LICENSE AGREEMENT EXHIBIT

Drawn/Checked	Proj. Num.	Date	Sheet	Scale
JRS	5311	10/21/2019	01 OF 01	1"= 300'-00"

EXHIBIT A

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Consent Agenda

Meeting Date: May 27, 2020

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

2020 Water Leasing Memo

RECOMMENDATION

Staff recommends approval of the recommendation from leasing memo to lease the remaining available water for 2020.

SUMMARY

Annual leasing memo recommending the leasing of available water.

FINANCIAL CONSIDERATIONS

Lease revenues could range between \$48,500.00 to \$73,500.00 for the Water Fund, depending on number of shares leased.

HISTORY AND PREVIOUS BOARD ACTION

Each year when the final allocation or quota is declared in the spring by the Northern Colorado Water Conservancy District, Town staff evaluate the annual demand and recommends leasing any remaining available water.

ATTACHMENTS

1. 2020 Leasing Memorandum

Memorandum

To: Julie Pasillas, Town of Firestone Public Works Director
From: Gregg S. Ten Eyck
Reviewed by: Brett Gracely
Date: May 18, 2020
Project: 1527TWF02-20
Subject: Water Leasing in 2020

Each year the Town of Firestone must transfer water to the Central Weld County Water District (CWCWD) for treatment at the Carter Lake Filter Plant for subsequent delivery of finished water to Firestone. When the water supplies available exceed demand, the Town has the option of leasing water to other C-BT allottees or Windy Gap users. This memorandum provides a recommendation on the amount of water that can be made available for lease in 2020.

RECOMMENDATION

We estimate that Firestone will have more C-BT and Windy Gap water in in water year 2020 than the sum of the projected demand and the 2020 target carryover storage, which totals 3,893 acre-feet. At this time we estimate that the amount of water that can be made available for lease for use in water year 2020 will be between 970 acre-feet and 1,470 acre-feet.

We recommend that staff be authorized to lease up to 1,470 acre-feet in water year 2020, as long as projections show that the 2020 carryover account target can be met.

2020 SUPPLIES

C-BT 2020 Quota: The final allocation, or quota, per C-BT unit was declared by the Board of the Northern Colorado Water Conservancy District in April 2020, at 0.7 acre-feet per unit. For the 5,244 units owned by Firestone, this equates to 3,670.8 acre-feet.

C-BT 2019 Carryover Account: At the end of the 2019 water year, the Town had 1,066.4 acre-feet of C-BT water in the Town's carryover account from unused 2019 C-BT quota water. This water was transferred to the CWCWD in November 2019 for use in 2020.

Windy Gap: The yield from the five Windy Gap units owned by the Town can range from zero to 500 acre-feet. In the estimates shown below we have assumed zero, 200 acre-feet, or 500 acre-feet for delivery and transfer to the CWCWD.

Table 1 summarizes the projected supplies for 2020.

Table 1 - Supply Summary

SUPPLY	Acre-Feet	Acre-Feet	Acre-Feet
Windy Gap yield	Zero	Average	Maximum
Carryover available	1,066.4	1,066.4	1,066.4
C-BT quota (0.7 AF/unit)	3,796.8	3,796.8	3,796.8
Windy Gap	0.0	200.0	500.0
Total	4,863.2	5,063.2	5,363.2

2020 PROJECTED DEMAND

2020 Treated Water Demand: The Central Weld County Water District (CWCWD) contract projection results in a projected 2,700 acre-feet demand. This is the amount of C-BT or Windy Gap water that will need to be transferred to CWCWD for treatment in water year 2020. Based on review of actual November 2018–October 2019 and November 2019–April 2020 metered water use in Firestone, we confirm that the CWCWD projection of 2020 water need is reasonable.

Carryover Storage: The target carryover storage available in November 2020 is based on 0.22 acre-feet per unit, or 1,193 acre-feet. After the 10 percent loss charged by Northern, this amount of carryover would allow Firestone to have a nominal supply of 0.7 acre-feet per unit in 2021 if the final quota in 2021 is set at 0.5 acre-feet per unit.

The sum of the treated water demand and carryover storage is 3,893.3 acre-feet.

Table 2 shows the allocation of supplies available to meet the 2020 demand.



Table 2 – Supply Allocation to Demand indicating Lease Opportunity

DEMAND	Acre-Feet	Acre-Feet	Acre-Feet
Windy Gap yield	Zero	Average	Maximum
To be transferred to CWCWD	2,700.0	2,700.0	2,700.0
Target Carryover (0.22 AF/unit)	1,193.3	1,193.3	1,193.3
Total Demand	3,893.3	3,893.3	3,893.3
Supply (from above)	4,863.2	5,063.2	5,363.2
Available for lease	969.9	1,169.9	1,469.9

CONCLUSION

Considering the 2020 C-BT unit allocation, 0 – 500 acre-feet of Windy Gap yield, forecast demand, and the 2020 carryover storage target, approximately 970 – 1,470 acre-feet of water is projected to be available for Firestone to lease to eligible, interested parties for use in water year 2020.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.d

Consent Agenda

Meeting Date: May 27, 2020

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 20-60: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER TO THE DESIGN SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN, LLC, FOR THE PUBLIC WORKS FACILITY EXPANSION AND REMODEL PROJECT

RECOMMENDATION

Staff recommends the approval of this resolution, authorizing Town staff to execute the expend budgeted funds.

SUMMARY

This change order includes two items that were not originally in Halcyon's design contract; the Sanitary Sewer service, the structural engineering analysis and design of additional bracing.

The design of the Sanitary Sewer service will extend service from the adjacent property to the west, and connect to the Public Works Building.

The structural engineering analysis and design will identify new bracing required as a result of the new addition.

FINANCIAL CONSIDERATIONS

Sanitary Sewer design	\$10,040
Structural Engineering Professional Design	\$2,000
Design Contingency	\$3,000
Total Change Order	\$15,040

Original Contract Amount	\$67,040
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New Contract Amount	\$82,080
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HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Halcyon Design Services Change OrderPublic Works Res
2. HD Change Order 01R

RESOLUTION NO. 20-60

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A CHANGE ORDER TO THE DESIGN SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN,
LLC, FOR THE PUBLIC WORKS FACILITY EXPANSION AND REMODEL
PROJECT**

WHEREAS, by Resolution No. 20-09 the Town of Firestone ("Town") entered into a Design Services Agreement with Halcyon Design, LLC, for the Public Works Facility Expansion and Remodel Project ("Project"); and

WHEREAS, it is now necessary that Halcyon Design, LLC, perform additional sanitary sewer design and structural engineering analysis and design work for the Project; and

WHEREAS, in accordance with the parties Agreement performance of the additional work requires that the Board of Trustees approve a Change Order.

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

Change Order #1 of the Public Works Facility Expansion and Remodel Design Services Agreement between the Town of Firestone and Halcyon Design, LLC, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute Change Order # 1 on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



May 14, 2020

Ms Raelynn Ferrera
Special Projects & Facilities Division Mgr
Town of Firestone
151 Grant Ave.
Firestone, CO 80504

Re: #1907 Firestone Public Works – Change Order #1

Sanitary Sewer design to extend service from West adjacent property to the Public Works project site to include:

- Surveying and design mapping;
- Utility marking;
- Legal Description and Exhibit Map for new permanent utility easement;
- Offsite Sanitary Sewer Plan and Profiles;
- Erosion Control Plan and Notes;
- Response to one (1) set of review comments;

Professional Design Fee (CivilArts).....\$10,040

Structural Engineering analysis and design of additional bracing as required in existing building for new snow loads applied as a result of the new building addition:

- Review of existing building (EagleSpan) documents provided by Owner;
- Structural detailing to identify new bracing required;

Professional Design Fee (Weeks & Assoc.).....\$2,000

Contingency Fee.....\$3,000

Total Additional Design Fee.....\$15,040

Original Contract Amount.....\$67,040

New Contract Amount to include Change Order #1.....\$82,080

Respectfully,

Approved By:

 Kelly Deitman
2020.05.14
06:42:26 -06'00'

Kelly C. Deitman, AIA, NCARB, LEED AP, President
Halcyon Design LLC
PO Box 30, Frederick, CO 80530
8310 Colorado Blvd., Suite 650
Firestone, CO 80504
303.906.2617 (mobile)
kelly@halcyonarch.com

Town of Firestone

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.e

Consent Agenda

Meeting Date: May 27, 2020

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 20-61: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, TO SUBMIT "STATEMENT OF INTENT TO PARTICIPATE" AS A PARTICIPATING JURISDICTION IN WELD COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (HMP)

RECOMMENDATION

SUMMARY

In June 2016, the Town adopted the Weld County 2016 Multi-Jurisdictional Hazard Mitigation Plan (HMP). As participants in the HMP, the Town agreed to participate in updating the plan every five years.

The letter of Intent to Participate confirms the Town's commitment to continue participate and engage in the planning process. The planning cycle for the five year update of plan is starting in June 2020 to be finalized in February of 2021.

Below is the link to the 2016 HMP: <https://weldcounty.sharefile.com/share/view/s1807349785f43238>

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. FEMA Multi Jurisdictional Hazard Mitigation
2. FirestoneLetterOfIntent.Hazard Mitigation Plan

RESOLUTION NO. 20-61

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AND SUBMITTING A
STATEMENT OF INTENT TO PARTICIPATE IN THE WELD COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Federal Emergency Management Association's regulations set forth specific criteria that permit multi-jurisdictional mitigation plans; and

WHEREAS, the Town of Firestone ("Town") desires to be a party to the Weld County Multi-Jurisdictional Hazard Mitigation Plan, which as a first step requires that the Town submit a Statement of Intent to participate to the Weld County Office of Emergency Management;

WHEREAS, the Town's Board of Trustees finds that participation in the Weld County Multi-Jurisdictional Hazard Mitigation Plan is of benefit to the health, safety and welfare of the Town's citizens.

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

The Mayor is authorized to execute the "Letter of Intent to Participate" in the Weld County Multi-Jurisdictional Local Hazard Mitigation Plan, which letter is attached hereto and made a part of this resolution and upon execution the Town Clerk is directed to submit the letter to the Director of the Weld County Office of Emergency Management.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

LETTER OF INTENT TO PARTICIPATE

Town of Firestone

May ___, 2020

Weld County Office of Emergency Management
Director Roy Rudisill
1150 O Street
Greeley, CO 80632

Re: "Statement of Intent to Participate" as a participating jurisdiction in Weld County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Director Rudisill,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identifies criteria that allow for multi-jurisdictional mitigation plans, the Town of Firestone is submitting this letter to confirm the Town's intent to participate in the Weld County Multi-Jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning, the Town of Firestone (Participating jurisdiction) agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Weld County Office of Emergency Management (Lead jurisdiction), to complete the plan in conformance with FEMA requirements.

The Town of Firestone understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated March 2013 including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I, _____, commit the Town of Firestone to the Weld County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this ___ Day of May, 2020 _____
signature

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Land Development

Meeting Date: May 27, 2020

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Resolution 20-55: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 7, FIRESTONE CROSSING FILING NO. 1

RECOMMENDATION

Town staff recommends the Board of Trustees approve Resolution 20-55.

SUMMARY

The future home of the church is an existing commercial building. The Final Development Plan (FDP) proposes to convert 11,202 square-foot building into a church. The intent of the FDP is to generally maintain the existing site conditions with only minor exterior modifications. Exterior modifications to the building will include re-cladding with metal and wood accents to the building for aesthetic and energy management needs.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Carbon Valley Lutheran (CVL) Church Final Development Plan (FDP) will be the second FDP for Lot 7, which was approved on May 25, 2006 by the Board of Trustees following the Firestone Crossing Overall Development Plan (OFDP), which was approved by the Board of Trustees on May 10, 2007.

ATTACHMENTS

1. 9.a CVL FDP (Lot 7 Firestone Crossing F1) Approval Res
2. 9.a Lot 7, Firestone Crossing No.1, Carbon Valley Lutheran Church BOT Staff Report
3. 9.a FDP - Civil (2020-04-27 Submittal)
4. 9.a Staff Presentation CVL BOT
5. 9.a Applicant Presentation CVL BOT
6. 9.a CVL Telephonic Permission Form
7. 9.a Approved PC-20-07 Reso

RESOLUTION NO. 20-55

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 7, FIRESTONE CROSSING FILING NO. 1

WHEREAS, Carbon Valley Lutheran Church (“Applicant”), as owner of certain real property legally described as Lot 7, Firestone Crossing Filing No. 1, except that portion conveyed via quit claim deed at Reception No. 3760140 (the “Property”), has submitted a proposed final development plan for the Property, entitled “Final Development Plan Carbon Valley Lutheran Church” (the “Final Development Plan”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Development Plan on May 21, 2020 rendered a decision recommending approval of the Final Development Plan with two (2) conditions as more fully set forth in PC-20-07, dated May 21, 2020; and

WHEREAS, on May 27, 2020, the Board of Trustee conducted a public hearing on the Final Development Plan; and

WHEREAS, after reviewing the record of the Planning and Zoning Commission public hearing, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Final Development Plan is complete, and that the Applicant has met the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Regulations.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-20-07.

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

Section 3. The Final Development Plan, Carbon Valley Lutheran Church, Town of Firestone, Weld County, State of Colorado, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, subject to and contingent upon compliance with the following conditions:

(a) Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

(b) All minor, technical corrections to the Carbon Valley Lutheran Church final development plan shall be made to the Town’s satisfaction.

(c) The Final Development Plan, Carbon Valley Lutheran Church, Town of Firestone, Weld County, State of Colorado, shall not be recorded until such time as all conditions of this section have been fulfilled by Applicant.

Section 4. Approval of the Final Development Plan, Carbon Valley Lutheran Church, Town of Firestone, Weld County, State of Colorado that is the subject of this resolution shall be null and void if the conditions set forth in Section 3 above are not complied with, unless extended by Resolution of the Board.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



Staff Report

**Lot 7, Firestone Crossing Filing No. 1
Carbon Valley Lutheran Church
Final Development Plan**

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

May 27, 2020

Applications

This staff report is for Lot 7, Firestone Crossing Filing No. 1, Carbon Valley Lutheran Church, Final Development Plan ("FDP"). The owner and applicant for the FDP is Carbon Valley Lutheran Church.

Notice

Pursuant to the Town Code and Development Regulations, proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The location of the FDP is the east side of Cimarron St., south of Firestone Blvd., and west of Colorado Blvd. the address is 10916 Cimarron St. The FDP is the final step in the Firestone Development Review process prior to the building permit process.

Site Analysis, Circulation and Parking

The FDP is proposed on Lot 7, Firestone Crossing Filing No. 1, and is approximately 3.55 acres in size. The site is generally flat and is appropriate for the proposed use. There are two paved driveways on the eastern portion of the site that access the property from the private roadway just west of Ziggi's Coffee. Off-street parking is provided on the east side of the building and consists of 53 parking spaces, inclusive of two ADA parking spaces. Parking is consistent with the previously approved FDP for Cimarron Nursery and Garden Center, except that parking has been reduced by one space for the new trash enclosure location. Staff believes that the existing parking will be sufficient for the church at this time. There is existing room west of the church building for a possible additional parking lot if the church needs it. The main entrance into the building is from the east.

Plan Analysis

The future home of the church is an existing commercial building. The FDP proposes to convert 11,202 square-foot building into a church. The intent of the FDP is to generally maintain the existing site conditions, with only minor exterior modifications. Exterior modifications to the building will include re-cladding with metal and wood accents to the building for aesthetic and energy management needs. Modifications to the site will include some landscape improvements, addition of a mechanical enclosure, possible future construction of a storage shed, relocate trash enclosure to the southeast corner of the parking lot, add a fire pit gathering area, and modify the sidewalks/patio areas to meet the needs of the church.

Carbon Valley Lutheran Church will have weekend services as necessary to meet the need of the congregation. Initially, there will be one Sunday morning worship meeting. Additional Saturday and/or Sunday services may be added as the church grows. In addition to the weekend services, there may be other routine gatherings throughout the week or on Saturdays, such as bible studies, counseling services, music practice, youth/small-group activities, and similar, specific times are not set.

There are currently five access points into Lot, including two active access points into the paved parking lot, plus three gated inactive access points that are to the east of the existing building. The two furthest east access points will be permanently removed with new curb and gutter replacing the existing curb cut. The third gated access point, which is west of the other two access points that will be permanently removed, will remain gated

for use as a periodic maintenance/servicing purposes. The gated access may include service to a plugged and abandoned gas well located on the western portion of the property.

The project will be consistent with adjacent developments and will complement the overall Firestone Crossing development. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The existing building height is approximately 23-feet, in accordance with Firestone development standards. There is no proposed change in the building height.

Fiscal Impacts

The property has been vacant for some time. Adding the church staff and congregation to the area will be good for the surrounding businesses. The change of use on this property permitted by the FDP will provide employment opportunities to the community of Firestone and promote the local economy of Town of Firestone within an area zoned for commercial use. The increase of people in this area will generate additional traffic counts that retailers require when identifying ideal sites for successful retail outlets.

Utility and Services

Public infrastructure and utilities are available to the site.

Planning and Zoning Commission and Board of Trustees Conditions and Standards for Approval

For your general reference, attached are the conditions and standards of approval for a PUD district that are stated in the Firestone Development Regulations.

Conditions and Standards for Approval

The Planning Commission and the Town Board of Trustees may approve a PUD application if it meets the intent of these Regulations and complies with the Town Code and other controlling regulations and documents, including the development standards specified herein. The Planning Commission and Town Board shall consider the following in making their decision for approval, approval with conditions, or denial of a PUD:

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;

- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system such that allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;
- K. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting;
- L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
- M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
- N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
- O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
- P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
- Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
- R. Compliance with the provisions of any applicable intergovernmental agreements;
- S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
- T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
- U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable

energy technologies;

- V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
- W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of “knowledge workers” and will facilitate telecommuting.

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or
- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting, with final deliberation, decision and adoption of the findings of fact and conclusions at that meeting; or
- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

Town staff recommends the Board of Trustees approve Resolution 20-55.

FINAL DEVELOPMENT PLAN

CARBON VALLEY LUTHERAN CHURCH

COVER SHEET

Town of Firestone, Weld County, State of Colorado

SHEET 1 OF 12

FDP NOTES

PROJECT CONCEPT

THIS CARBON VALLEY LUTHERAN (CVL) CHURCH FINAL DEVELOPMENT PLAN (FDP) IS THE 2ND FDP ISSUED FOR LOT 7, FOLLOWING THE FIRESTONE CROSSING OVERALL FINAL DEVELOPMENT PLAN (OFDP). THE ORIGINAL FDP WAS FOR A PLANT NURSERY RETAIL FACILITY (CIMARRON NURSERY AND GARDEN CENTER FDP).

THE INTENT OF THIS CVL FDP IS TO GENERALLY MAINTAIN THE EXISTING SITE CONDITIONS, WITH ONLY MINOR EXTERIOR MODIFICATIONS. EXTERIOR MODIFICATIONS TO THE BUILDING WILL BE TO RE-CLAD THE BUILDING FOR AESTHETIC AND ENERGY MANAGEMENT NEEDS. MODIFICATIONS TO THE SITE WILL INCLUDE SOME LANDSCAPE IMPROVEMENTS, ADDITION OF A MECHANICAL ENCLOSURE, POSSIBLE FUTURE CONSTRUCTION OR INSTALLATION OF A STORAGE UNIT, RELOCATE THE TRASH ENCLOSURE TO THE SOUTHEAST CORNER OF THE PARKING LOT, ADD A FIRE PIT GATHERING AREA, AND MODIFY SIDEWALKS/PATIO AREAS TO MEET THE NEEDS.

ALL DESIGN, PARKING, ACCESS, ETC, SHALL BE GOVERNED BY THESE FDP NOTES AND THE DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS FOR THE FIRESTONE CROSSING OFDP.

ENVIRONMENTAL IMPACT

REFER TO THE PHASE I ENVIRONMENTAL IMPACT ASSESSMENT BY PROFESSIONAL SERVICE INDUSTRIES (PSI), INC., DATED JANUARY 4, 2017. IN THIS REPORT, NO EVIDENCE OF RECOGNIZED ENVIRONMENTAL ISSUES OR CONCERNS WERE FOUND, AND NO TREATMENT IS REQUIRED.

PRIVATE MAINTENANCE & ENFORCEMENT

THIS SITE WILL BE PRIVATELY MAINTAINED.

DRAINAGE, UTILITY AND ACCESS EASEMENTS HAVE BEEN PROVIDED WITH THE FIRESTONE CROSSING OFDP. PARKING AS CONSTRUCTED WITH THE NURSERY FDP WILL REMAIN ESSENTIALLY AS CONSTRUCTED (EXCEPT AS DESCRIBED IN THE PROJECT CONCEPT) ON THE EAST SIDE OF THE EXISTING BUILDINGS. ACCESS WILL BE VIA THE SOUTHEAST CORNER AND NORTHWEST CORNER OF THE PARKING AREA TO PRIVATE ROADS WITHIN THE FIRESTONE CROSSING COMMON AREAS.

OPEN SPACE

OPEN SPACE INCLUDED IN TH FDP WILL BE PRIVATELY HELD AND PRIVATELY MAINTAINED.

DRAINAGE

ALL STORM RUNOFF WILL FOLLOW EXISTING DRAINAGE PATTERNS AS ANALYZED IN THE OFDP FINAL DRAINAGE REPORT AND AS DESIGN IN THE NURSERY FDP. REFER TO THE DRAINAGE SUMMARY LETTER THAT IS INCLUDED WITH THIS FDP FOR A NARRATION OF EXISTING AND PROPOSED DRAINAGE IMPACT, AND HOW THAT ANTICIPATED STORM RUNOFF COMPARES WITH THE PROJECTIONS PROVIDED IN THE FIRESTONE CROSSING FINAL DRAINAGE PLAN.

UTILITIES

WATER, SANITARY SEWER, STORM SEWER, GAS, AND ELECTRIC UTILITIES WILL BE MAINTAINED AS INSTALLED WITH THE NURSERY FDP.

ARCHITECTURE

- SPECIFIC DETAILS ARE AS FOLLOWS
- 3" CORRUGATED INSULATED METAL PANEL SIDING & ROOFING (MEDIUM BRONZE)
 - BREAK METAL TRIM ACCENTS (MEDIUM BRONZE)
 - THERMALLY TREATED WOOD KODIAK-SPRUCE CLADDING ACCENTS
 - EXTERIOR EXPOSED STRUCTURAL STEEL ELEMENTS PAINTED TO MATCH INSULATED METAL PANEL.
 - DOWNSPOUTS w/ BOX PROFILE. COLOR TO MATCH ADJACENT BREAK METAL FLASHING.

NOTES

GENERAL NOTES

- AS WAS PREVIOUSLY CONSTRUCTED, ALL STORM RUNOFF FROM THE SITE WILL FLOW TO THE DETENTION POND DETAILED IN THE FINAL DRAINAGE REPORT FOR FIRESTONE CROSSING. DATED MAY 01, 2007, PREPARED BY MARTIN/MARTIN.
- THE EXISTING SANITARY SEWER CONNECTION FOR THE SITE WILL REMAIN AS INSTALLED PER THE CIMARRON NURSERY AND GARDEN CENTER FINAL DEVELOPMENT PLAN.
- THE EXISTING WATER SERVICE CONNECTION FOR THE SITE WILL REMAIN AS INSTALLED PER THE CIMARRON NURSERY AND GARDEN CENTER FINAL DEVELOPMENT PLAN.
- AN ACCESS EASEMENT FOR EMERGENCY SERVICES HAS BEEN GRANTED ON AND ACROSS ALL AREAS FOR POLICE, FIRE, MEDICAL, AND OTHER EMERGENCY VEHICLES AND FOR THE PROVISION OF EMERGENCY SERVICES.
- FENCES, WALLS, SIGNS, AND ACCESSORY STRUCTURES ARE SUBJECT TO SEPARATE REVIEWS AND PERMITS.
- PARKING SPACES FOR PERSONS WITH DISABILITIES WILL BE CLEARLY DELINEATED WITH UPRIGHT SIGNS.
- ALL ROADWAYS SHALL REMAIN POSTED AS "NO PARKING".

SETBACKS

BUILDING AND LANDSCAPE SETBACKS SHALL BE AS DESIGNATED IN THE PROJECT DATA.

TRAFFIC AND PARKING

REFER TO THE TRAFFIC AND PARKING IMPACT SUMMARY INCLUDED WITH THIS FDP SUBMITTAL FOR ANALYSIS OF PROPOSED PARKING REQUIREMENTS AND TRAFFIC DEMAND TO THIS PROSPED FACILITY.

TRAFFIC TO/FROM THIS FACILITY WILL BE GENERALLY WITHIN THE ALLOWED TRAFFIC GENERATION IDENTIFIED WITH THE FIRESTONE CROSSING TRAFFIC IMPACT STUDY.

THE EXISTING PARKING AREA CONTAINS 54 PARKING SPACES, INCLUDING 2 HANDICAP SPACES. THIS PROPOSED DEVELOPMENT WILL REMOVE ONE SPACE FOR THE CONSTRUCTION OF A TRASH ENCLOSURE NEAR THE SOUTHEAST CORNER OF THE PARKING AREA. PROPOSED PARKING WILL BE ADEQUATELY CONTAINED WITHIN THE EXISTING PARKING FACILITY AS CONSTRUCTED AND MODIFIED.

DEVELOPMENT SCHEDULE

CONSTRUCTION OF SITE AND BUILDING MODIFICATIONS ARE EXPECTED TO OCCUR UPON APPROVAL OF THE FDP, AND WILL CONTINUE WITH AN ANTICIPATED COMPLETION DATE OF DECEMBER, 2020.

SIGNAGE

FREESTANDING MONUMENT SIGNS:
AN EXISTING FREESTANDING MONUMENT SIGN ON THE EAST EDGE OF THE PARKING AREA. THE SIGN WILL BE MODIFIED FROM AN UP-LIT SIGN TO A BACK-LIT SIGN, TO BE CONSTRUCTED OF WEATHERPROOF MATERIALS. THIS SIGN, INCLUSIVE OF EXISTING ROCK PILLARS, WILL BE APPROXIMATELY 9' WIDE BY 4' TALL, WITH THE GRAPHIC SIGN APPROXIMATELY 5' WIDE BY 3' TALL, OR 15 SQUARE FEET.

A SECOND FREESTANDING MONUMENT SIGN IS PROPOSED FOR THE NORTHWEST CORNER OF THE SITE, AT THE INTERSECTION OF CIMARRON STREET WITH THE PRIVATE COMMON ROAD. THE PROPOSED MONUMENT WILL USE ROCK FINISHES, AND THE SIGN WILL BE BACK-LIT, USING WEATHERPROOF CONSTRUCTION. THE DIMENSIONS OF THIS SIGN SHALL BE APPROXIMATELY 9' WIDE BY 4' TALL, WITH THE GRAPHIC SIGN APPROXIMATELY 5' WIDE BY 3' TALL, OR 15 SQUARE FEET.

BUILDING-MOUNTED SIGNS:
ONE NEW BUILDING-MOUNTED SIGN IS PROPOSED FOR THE MIDDLE SECTION OF THE EXISTING 3-SECTION BUILDING STRUCTURE, WEST BUILDING FACE. THIS SIGN WILL BE CONSTRUCTED WITH WEATHERPROOF MATERIALS. THE DIMENSIONS OF THIS SIGN WILL NOT EXCEED 12' WIDE X 2' TALL, OR 24 SQUARE FEET.

A SECOND NEW BUILDING-MOUNTED SIGN IS PROPOSED FOR THE MIDDLE SECTION OF THE EXISTING 3-SECTION BUILDING STRUCTURE, EAST BUILDING FACE. THIS SIGN WILL BE CONSTRUCTED WITH WEATHERPROOF MATERIALS. THE DIMENSIONS OF THIS SIGN WILL NOT EXCEED 12' WIDE X 2' TALL, OR 24 SQUARE FEET.

A THIRD NEW BUILDING-MOUNTED SIGN IS PROPOSED FOR THE SOUTH SECTION OF THE EXISTING 3-SECTION BUILDING STRUCTURE, EAST BUILDING FACE. THIS SIGN WILL BE CONSTRUCTED WITH WEATHERPROOF MATERIALS. THE DIMENSIONS OF THIS SIGN WILL NOT EXCEED 8' WIDE X 4' TALL, OR 32 SQUARE FEET.

SITE LIGHTING

WE REQUEST A WAIVER FROM THE REQUIREMENT TO PROVIDE SITE LIGHTING AS THIS WAS DONE WITH THE NURSERY FDP. THERE ARE NO CHANGES TO THE POLE-MOUNTED STREET AND PARKING LOT LIGHTS.

WATER DEDICATION

WATER DEDICATION WAS DETERMINED BASED ON INFORMATION PROVIDED BY THE APPLICANT. THE TOTAL AMOUNT OF CBT WATER TO BE DEDICATED TO THE TOWN WAS CALCULATED BASED ON ACRES OF IRRIGATED LANDSCAPING ON THE SITE AND TOTAL ESTIMATED DOMESTIC (IN-BUILDING) DEMAND. THE TOWN SHALL AT ALL TIMES HAVE THE RIGHT TO REQUIRE ADDITIONAL WATER DEDICATION IF ACTUAL CONSUMPTION EXCEEDS THIS CALCULATED ESTIMATE. IF THE TOWN DETERMINES THAT ADDITIONAL CBT WATER IS TO BE DEDICATED THE LOT OWNER SHALL PROVIDE THE WATER WITHIN 30 DAYS WRITTEN NOTICE BY THE TOWN. THE ADDITIONAL DEDICATION SHALL BE BASED ON THE TOWN'S THEN CURRENT WATER DEDICATION POLICIES.

THE TOWN OF FIRESTONE HAS DETERMINED THAT THE REQUIRED CBT DEDICATION TO BE:

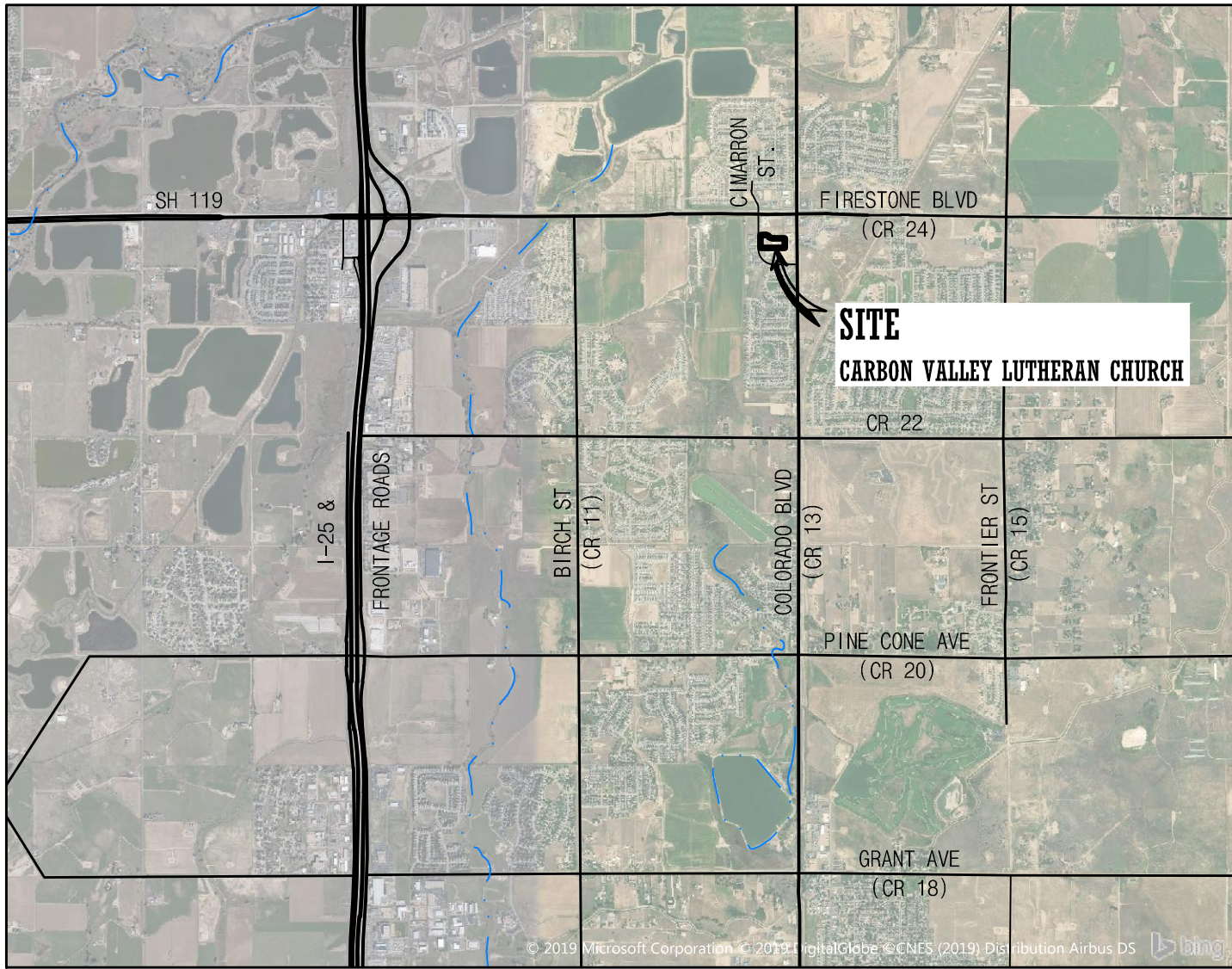
IRRIGATION DEMAND = 0.46 SHARES

DOMESTIC DEMAND = 1.77 SHARES

TOTAL DEMAND = 2.23 SHARES.

A TOTAL OF 4 SHARES WAS PREVIOUSLY TRANSFERRED TO THE TOWN.

A TOTAL OF 0 SHARES SHALL BE TRANSFERRED TO THE TOWN PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY.



VICINITY MAP: LARGE AREA

SCALE: 1" = 4000'



VICINITY MAP: LOCAL/BLOCK AREA

SCALE: 1" = 200'

SHEET INDEX

CVR	1 OF 12	COVER SHEET & NOTES
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SP2	3 OF 12	GRADING & UTILITY PLAN
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LS2	5 OF 12	LANDSCAPE PLAN
LS3	6 OF 12	LANDSCAPE DETAIL AREAS
LS4	7 OF 12	IRRIGATION PLAN
LS5	8 OF 12	IRRIGATION PLAN
LS6	9 OF 12	IRRIGATION DETAILS
BLD	10 OF 12	BUILDING ELEVATIONS
BLD	11 OF 12	STORAGE SHED ELEVATIONS
SD	12 OF 12	SITE DETAILS

SERVICE PROVIDERS

FIRE

FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT
31 WALNUT DRIVE
FREDERICK, CO 80530
303-833-2742

WATER

TOWN OF FIRESTONE
151 GRANT AVENUE
FIRESTONE, CO 80520
303-833-3291

STORM SEWER

FIRESTONE CROSSING, INC./
NOVA INVESTMENTS, INC.
1007 PEARL STREET, SUITE 260
BOULDER, CO 80302
303-440-6057

SANITARY SEWER

ST. VRAIN SANITATION DISTRICT
11307 BUSINESS PARK CIRCLE
FIRESTONE, CO 80504
303-776-9570

ELECTRIC

UNITED POWER
500 COOPERATIVE WAY
BRIGHTON, CO 80603
PHONE: 303-659-0551

GAS

BLACK HILLS ENERGY
5814 IDEAL DRIVE
FREDERICK, CO 80516
PHONE: 888-890-5554

DEVELOPMENT TEAM CONTACT INFO

OWNER

CARBON VALLEY LUTHERAN CHURCH
ATTN: PASTOR TIM SPEIGELBERG
10277 DOGWOOD ST
FIRESTONE, CO 80504
720-833-8873

ARCHITECT

TREDO GROUP, LLC
ATTN: JEFF TREDO
219 N MILWAUKEE ST, SUITE 630
MILWAUKEE, WI 53202
414-539-3336

CONTRACTOR

MAYAN CONSTRUCTION SERVICES, LLC
ATTN: DALE ROMERO
3051 W. 105TH AVE, #351269
WESTMINSTER, CO 80035
303-466-2816

CIVIL ENGINEER/SURVEYOR

PRISM DESIGN & CONSULTING GROUP
ATTN: BRIAN JOHNSON, PE
ATTN: GARRY ROHLER, PLS
P.O. BOX 441730
AURORA, CO 80044
PHONE: 720-689-7324

LANDSCAPE ARCHITECT

JWLA, LLC
JON WALSH, LANDSCAPE ARCH.
P.O. BOX 354
PALMER LAKE, CO 80133
PHONE: 719-640-9428

ELECTRICAL/LIGHTING

CHAVEZ, TIFFANY & AYERS
ATTN: JOSH AYERS, PE
611 N. NEVADA AVE, SUITE 4
COLORADO SPRINGS, CO 80903
PHONE: 719-636-0021

ADDRESS

10916 CIMARRON STREET

LEGAL DESCRIPTION

LOT 7, FIRESTONE CROSSING FILING NO. 1, EXCEPT THAT PORTION CONVEYED TO THE TOWN OF FIRESTONE BY QUIT CLAIM DEED RECORDED APRIL 4, 2011 AT RECEPTION NO. 3760140, COUNTY OF WELD, STATE OF COLORADO.

TOWN OF FIRESTONE APPROVAL BLOCK

APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO THIS _____ DAY OF _____, 20____ BY RESOLUTION NO. _____.

MAYOR

ATTEST: TOWN CLERK

ACCEPTANCE BLOCK AND NOTARY

By signing this ODP, the owner acknowledges and accepts all of the requirements and intent set forth herein.

OWNER

STATE OF COLORADO)

)SS

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of

_____, 2____, by _____.

Witness my hand and official seal

Notary Public

My commission expires

DATA BLOCK

LAND USE SUMMARY	
LAND AREA WITHIN PROPERTY LINES	154,090 SF. ~ 3.54 AC., MORE OR LESS
TOTAL BUILDING COVERAGE AND GFA	11,205 SF. (7.3%)
COVERED PATIO/GATHERING AREA	3,735 SF. (2.4%)
SIDEWALKS AND PATIOS	15,700 SF. (10.2%)
PAVED PARKING AREA	12,900 SF. (8.4%)
PAVED STREET AREA	21,250 SF. (13.8%)
LANDSCAPE AREA	89,300 SF. (57.9%)
PRESENT ZONING CLASSIFICATION	
NC-PUD (NO CHANGE PROPOSED)	
DISTURBED/IMPACTED AREA:	
PLAYGROUNDS	4,925 SF
MECHANICAL ENCLOSURE & SHED	5,300 SF
FIRE PIT/ARTIFICIAL TURF/LANDSCAPING	11,850 SF
EAST ENTRANCE/LANDSCAPING	2,575 SF
TRASH ENCLOSURE	75 SF
PARKING AREA - ADD TREES/SHRUBS	750 SF
PERIMETER GRASS/LANDSCAPE AREAS	5,700 SF
PERIMETER ROCK/LANDSCAPE AREAS	4,800 SF
TOTAL DISTURBED/IMPACTED AREA	35,975 SF (0.83 AC)
SIGNAGE SUMMARY	
MAXIMUM PERMITTED/ALLOWABLE SIGN AREA	100 SF/PROPERTY LINE (MONUMENT)
36 SF/BUILDING-MOUNTED	
PROPOSED TOTAL SIGN AREA	32 SF.- SOUTHWEST PROPERTY CORNER, LIGHTED
PROPOSED MONUMENT SIGNS	2
PROPOSED MONUMENT SIGN AREA	1 @ 5'x3' (15 SF.)- SOUTHWEST PROPERTY CORNER (NEW)
1 @ 5'x3' (15 SF.)- EAST PROPERTY LINE (MODIFY EXIST.)	
PROPOSED NUMBER OF SIGNS (OTHER)	3
PROPOSED AREA - OTHER SIGNS	1 @ 8'x4' (32 SF.)- EAST BUILDING FACE
	2 @ 12'x2' (24 SF.)- EAST/WEST BUILDING FACES
PARKING SUMMARY	
PARKING SPACES REQUIRED	1 SPA/200 GROSS FLOOR SF (11,200 SF ~ 56 SPA), or
TITLE 17 (17,16,070)	1 SPA/4 SEATS (200 SEATS ~ 50 SPA)
(ALTERNATE REQUIREMENT)	
PARKING SPACES PROVIDED	53 (REDUCES EXIST. BY ONE SPACE FOR TRASH ENCLOSURE)
STANDARD SPACES PROVIDED	51
ACCESSIBLE SPACES PROVIDED	2

CARBON VALLEY LUTHERAN CHURCH

COVER SHEET

NAME OF APPLICATION: Carbon Valley Lutheran Church

TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN

FILING NUMBER:

PREPARATION DATE: JANUARY 15, 2020

REVISION DATE: MARCH 18, 2020

REVISION DATE: APRIL 27, 2020

REVISION DATE:

REVISION DATE:

REVISION DATE:

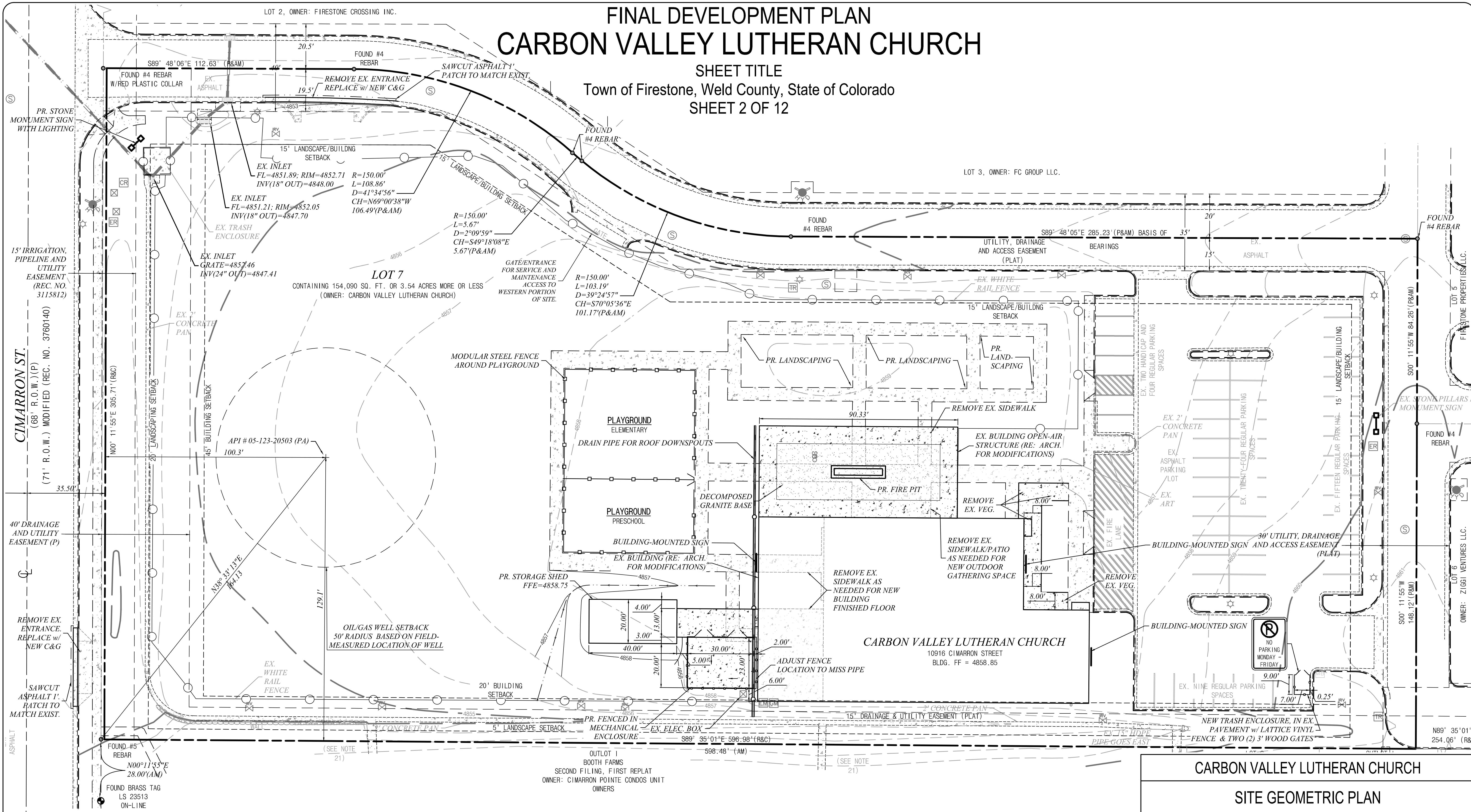
CVR

1 OF 12



FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH

SHEET TITLE
Town of Firestone, Weld County, State of Colorado
SHEET 2 OF 12



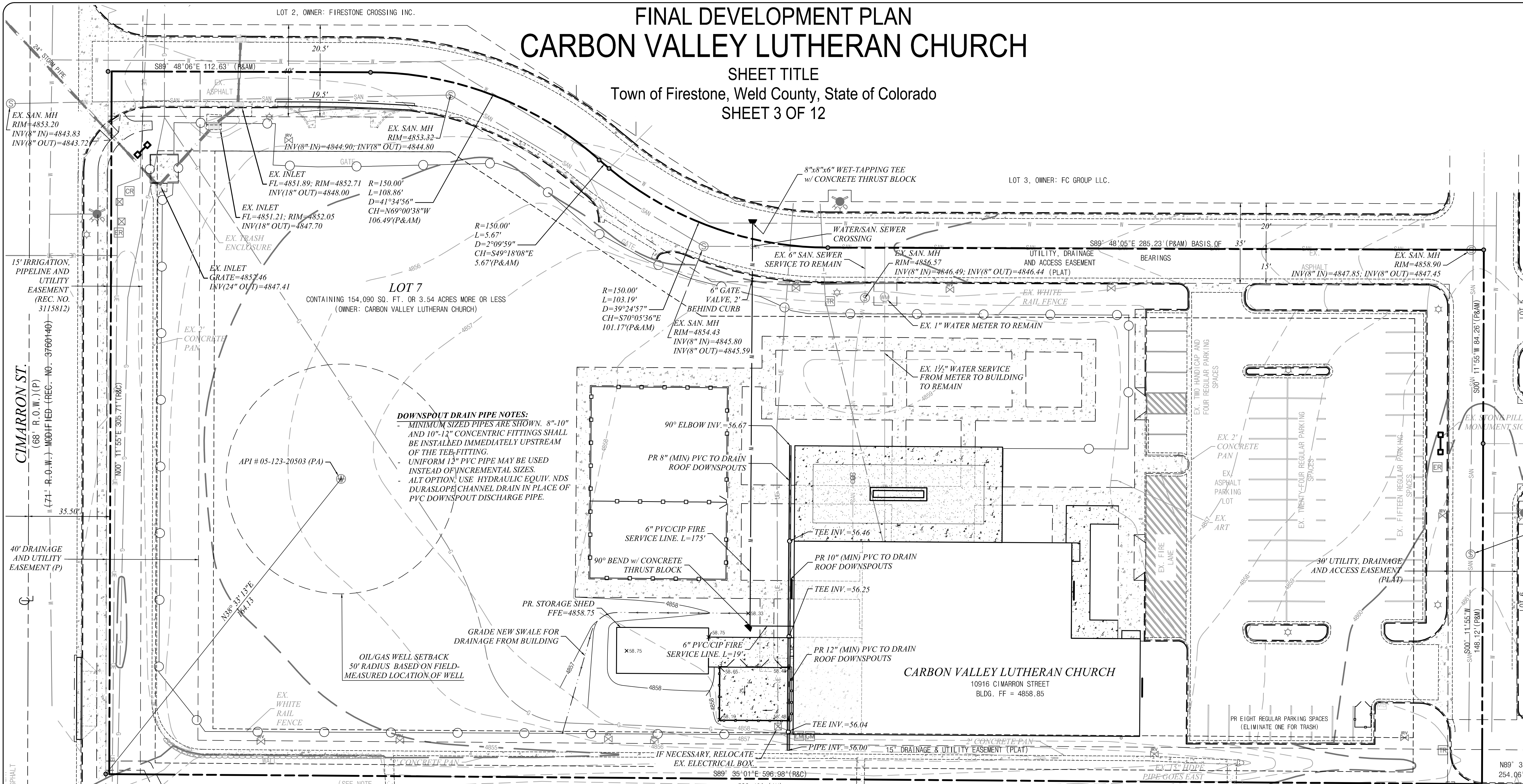
SITE PLAN
SCALE: 1" = 20'

PRISM
DESIGN & CONSULTING GROUP
P.O. BOX 441730 phone: 720-689-7324
AURORA, CO. 80044 web: PrismDCG.COM

CARBON VALLEY LUTHERAN CHURCH	
SITE GEOMETRIC PLAN	
NAME OF APPLICATION: Carbon Valley Lutheran Church	
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN	
FILING NUMBER:	
PREPARATION DATE:	JANUARY 15, 2020
REVISION DATE:	MARCH 18, 2020
REVISION DATE:	APRIL 27, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SP1	
2 OF 12	

FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH

SHEET TITLE
Town of Firestone, Weld County, State of Colorado
SHEET 3 OF 12

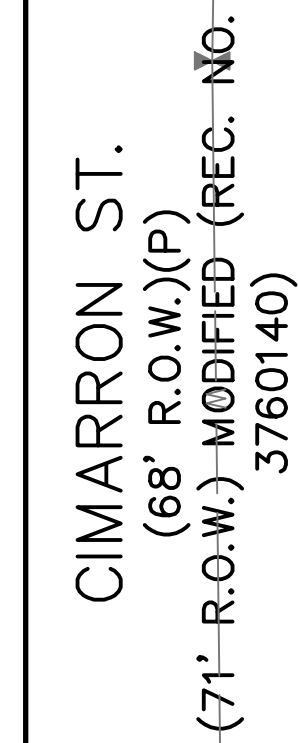


GRADING & UTILITY PLAN
SCALE: 1" = 20'

PRISM
DESIGN & CONSULTING GROUP
P.O. BOX 441730 phone: 720-689-7324
AURORA, CO. 80044 web: PrismDCG.COM

CARBON VALLEY LUTHERAN CHURCH	
GRADING & UTILITY PLAN	
NAME OF APPLICATION: Carbon Valley Lutheran Church	
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN	
FILING NUMBER:	
PREPARATION DATE:	JANUARY 15, 2020
REVISION DATE:	MARCH 18, 2020
REVISION DATE:	APRIL 27, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SP2	
3 OF 12	

LANDSCAPE PLAN
Town of Firestone, Weld County, State of Colorado
SHEET 4 OF 12



SCALE: 1" = 20'



LANDSCAPE PLAN

NAME OF APPLICANT:	Carbon Valley Eastman Sharon
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN

PREPARATION DATE:	December 30, 2019
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REVISION DATE:	March 13, 2020
----------------	----------------

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

LS1

OF 12

FINAL DEVELOPMENT PLAN

CARBON VALLEY LUTHERAN CHURCH

LANDSCAPE DETAILS & NOTES

Town of Firestone, Weld County, State of Colorado

SHEET 5 OF 12

SOIL PREPARATION NOTES

1. **PROPOSED 'LOW GROW' SEEDED AREAS:** ALL 'LOW GROW' SEEDED AREAS TO RECEIVE 3 CU. YDS. PER 1,000 SQ. FT. OF 'TRI-MIX 1' (C&C SAND) INCORPORATED INTO EXISTING SOIL AND ROTO-TILLED TO A 6" DEPTH. SEEDED AREAS ARE ALSO TO RECEIVE 0.8 LBS. PER 1,000 S.F. OF NITROGEN IN LATE SPRING, 0.8 LB. OF NITROGEN PER 1,000 S.F. IN MID-SUMMER, 0.8 LB. PER 1,000 SQ. FT. OF NITROGEN IN LATE SUMMER, AND 0.8 LB. OF NITROGEN PER 1,000 S.F. IN LATE FALL.
2. **PROPOSED 'PRAIRIE MIX' NATIVE GRASS AREAS:** ALL 'PRAIRIE MIX' NATIVE SEEDED AREAS TO RECEIVE 2 CU. YDS. PER 1,000 SQ. FT. OF 'TRI-MIX 1' (C&C SAND) INCORPORATED INTO EXISTING SOIL AND ROTO-TILLED TO A 6" DEPTH.
3. **PROPOSED TREES AND SHRUBS:** ALL PROPOSED TREES ARE TO BE BACKFILLED WITH A MIXTURE OF 'BIOCOMP' SOIL AMENDMENT AND IMPORTED GRADE A TOPSOIL (C&C SAND). REFER TO PLANTING DETAILS.

NATIVE SEED ESTABLISHMENT

INITIAL PLANTING
STOCKPILED TOPSOIL SHOULD BE SPREAD EVENLY OVER ALL AREAS TO RECEIVE NATIVE SEED. SEED BED IS TO BE WEED-FREE. SPECIFIED SOIL AMENDMENTS SHOULD BE SPREAD AND INCORPORATED INTO TOP 6" OF SOIL. SEED BED IS TO BE RAKED SMOOTH AND FREE OF DEBRIS LARGER THAN 1" IN DIAMETER. ANY AREAS THAT THE CONTRACTOR BELIEVES TO BE SUSCEPTIBLE TO EROSION ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND/OR GENERAL CONTRACTOR PRIOR TO SEEDING. THE SPECIFIED SEED MIX IS TO BE APPLIED BY DRILL SEEDING, HYDRO-MULCHING OR BROADCAST SEEDING AT THE RATE SPECIFIED RAKING INTO TOP ¼" TO ½" OF SOIL. SEED IS TO BE APPLIED BETWEEN APRIL 15 AND SEPTEMBER 15. SEED SHALL NOT BE SOWN IF GROUND IS IN A FROZEN STATE. CONTRACTOR IS TO PROVIDE INCIDENTAL WATERING OF ALL SEEDED AREAS THREE TIMES A WEEK DURING GROWING SEASON FOR A MINIMUM OF 8 WEEKS, OR UNTIL ESTABLISHED AND MEETING COVERAGE REQUIREMENTS. SPECIFIED FERTILIZER IS TO BE PROVIDED 3 WEEKS AFTER SEEDLINGS EMERGE. MOWING MAY BE NECESSARY DURING THE FIRST GROWING SEASON TO KEEP INVASIVE WEEDS FROM SETTING SEEDS. CONTRACTOR IS RESPONSIBLE FOR KEEPING BROADLEAF WEEDS UNDER CONTROL FOR 12 MONTHS AFTER INITIAL SEEDING AND IS ALSO RESPONSIBLE FOR OVER SEEDING BARE AREAS UNTIL SPECIFIED NATIVE GRASSES COVER ALL AREAS AND AREAS WITHOUT SPECIFIED NATIVE GRASS DO NOT EXCEED 12" X 12".

OVER SEEDING
SIX WEEKS AFTER THE INITIAL SEEDING DURING THE FIRST GROWING SEASON AND/OR DURING THE SPRING OF THE SECOND GROWING SEASON CONTRACTOR IS TO REPAIR ANY ERODED AREAS AND OVER SEED ALL BARE NATIVE GRASS AREAS. CONTRACTOR IS TO USE SPECIFIED SEED MIX BY BROADCAST AND RAKING INTO TOP ¼" TO ½" OF SOIL. INCIDENTAL WATERING IS TO BE PROVIDED TO ESTABLISH OVER-SEEDED AREAS. SPECIFIED FERTILIZER IS TO BE APPLIED 3 WEEKS AFTER SEEDLINGS EMERGE. BROADLEAF WEEDS ARE TO BE KEPT UNDER CONTROL BY MANUALLY PULLING OR CUTTING WEEDS OR SPRAYING OF BROADLEAF WEED HERBICIDE. HERBICIDE AND APPLICATION SHALL CONFORM TO ALL APPLICABLE LAWS OF THE STATE OF COLORADO AND MANUFACTURERS INSTRUCTIONS.

GRADING / DRAINAGE NOTES

1. LANDSCAPE CONTRACTOR IS TO VERIFY THAT ALL FINISHED GRADES COMPLY WITH GRADING PLAN PREPARED BY CIVIL ENGINEER. VERIFY THAT ALL SLOPES DRAIN AWAY FROM BUILDING(S) AND THAT DRAINAGE SWALES ARE CORRECTLY LOCATED AND CARRY WATER AS INTENDED. NOTIFY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION IF STANDING WATER IS PRESENT (OTHER THAN DETENTION FACILITIES) OR IF SLOPES ARE NOT GRADED AS PER APPROVED GRADING PLAN.
2. LANDSCAPE CONTRACTOR IS TO LOCATE ALL DOWNSPOUTS AND DOWNSPOUT EXTENSIONS AND VERIFY THAT NO OBSTRUCTIONS ARE IMPEDING THE FLOW OF WATER AWAY FROM THE BUILDING. REMOVE SEGMENTS OF STEEL EDGING, AS NEEDED, WITHIN10' OF BUILDING(S) TO ALLOW DOWNSPOUT DRAINAGE TO FLOW THROUGH LANDSCAPE BEDS. USE PERFORATED STEEL EDGING WHEREVER DRAINAGE WILL NOT FREELY FLOW THROUGH LANDSCAPE BEDS. IF DOWNSPOUT DRAINAGE IS FLOWING THROUGH WOOD MULCH BEDS CREATE A DRAINAGE SWALE 2' TO 3' WIDE USING 2" TO 4" RIVER ROCK OVER LANDSCAPE FABRIC.
3. LANDSCAPE CONTRACTOR IS TO PROVIDE TEMPORARY EROSION MITIGATION MEASURES FOR THE DURATION OF LANDSCAPE CONSTRUCTION AND THROUGH ESTABLISHMENT OF NATIVE GRASS. THIS INCLUDES PLACEMENT OF WATTLES AND/OR EROSION BLANKET WHEREVER DRAINAGE ERODES BARE SOIL AND RUNOFF CAN POTENTIALLY DAMAGE NEIGHBORING PROPERTIES.

LANDSCAPE LEGEND AND PLANT SCHEDULE

SCALE: NOT TO SCALE

PROPOSED PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
	ACE HOT	4	Acer tataricum `Hot Wings`	Hot Wings Tatarian Maple	1.5" Cal.	B & B
	GLE INE	3	Gleditsia triacanthos inermis `Skycole` TM	Skyline Thornless Honey Locust	2" Cal.	B & B
	PIC FA2	2	Picea pungens `Fastigata`	Columnar Colorado Spruce	6` Ht.	
	PIN NIG	4	Pinus nigra	Austrian Black Pine	6` Ht.	B & B
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
	ARO IRO	8	Aronia melanocarpa `Iroquois Beauty` TM	Dwarf Black Chokeberry	5 gal	
	COT RO2	3	Cotinus coggygria `Royal Purple`	Royal Purple Smoke Tree	5 gal	
	JUN BUF	17	Juniperus sabina `Buffalo`	Buffalo Juniper	5 gal	
	JUN GRA	2	Juniperus scopulorum `Gray Gleam`	Gray Gleam Juniper	5 gal	
	LIG VUL	3	Ligustrum vulgare `Cheyenne`	Cheyenne Privet	5 gal	
	PIC GL2	3	Picea pungens glauca `Globosa`	Globed Colorado Blue Spruce	5 gal	
	PIN CO2	7	Pinus mugo `Compacta`	Dwarf Mugo Pine	5 gal	
	ROS C52	2	Rosa x `Carefree Delight`	Carefree Delight Rose	5 gal	
	ROS OWT	6	Rosa x `Iceburg`	Iceburg White Rose	5 gal	
	SPI GO6	36	Spiraea japonica `Goldflame`	Goldflame Spirea	5 gal	
	SPI FLA	13	Spiraea japonica `Neon Flash`	Neon Flash Spirea	5 gal	
	SYR PRE	8	Syringa x prestoniae `Donald Wyman`	Donald Wyman Lilac	5 gal	
	VIB MUF	7	Viburnum dentatum `Blue Muffin`	Blue Muffin Arrowwood Viburnum	5 gal	
	CAL VA3	129	Calamagrostis arundinacea brachytricha	Korean Feather Reed Grass	1 gal	
	MIS GRA	20	Miscanthus sinensis `Gracillimus`	Maiden Grass	1 gal	
PERENNIALS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
	HEM ORO	5	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	1 gal	
	IRI CEA	3	Iris sibirica `Caesar`'s Brother`	Caesar`'s Brother Siberian Iris	1 gal	
	LEU SI4	4	Leucanthemum x superbum `Silver Princess`	Snowlady Shasta Daisy	1 gal	
	PEN HUS	6	Penstemon digitalis `Huskers Red`	Husker`s Red Penstemon	1 gal	
	SAL MA2	15	Salvia nemorosa `May Night`	May Night Salvia	1 gal	

EXISTING PLANT MATERIAL LEGEND

- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING TREE TO BE REMOVED

LANDSCAPE MATERIAL LEGEND

- 1.5" DIAMETER BLUE GRAY RIVER ROCK, 3" DEPTH OVER LANDSCAPE FABRIC
- 1/2" MINUS DIAMETER DECOMPOSED GRANITE, 4" DEPTH OVER LANDSCAPE FABRIC
- GORILLA HAIR WOOD MULCH, 3" DEPTH
- ARTIFICIAL TURF
- IRRIGATED 'LOW GROW' SEED
- NON-IRRIGATED 'PRAIRIE MIX' SEED
- ROLLED-TOP STEEL EDGING
- 12" WIDE CONCRETE EDGING

CARBON VALLEY LUTHERAN CHURCH

LANDSCAPE LEGEND AND PLANT SCHEDULE

NAME OF APPLICATION: Carbon Valley Lutheran Church

TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN

FILING NUMBER:

PREPARATION DATE: December 30, 2019

REVISION DATE: March 13, 2020

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

LS2

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JWLA

JOT WALSH

LANDSCAPE ARCHITECT

LLC

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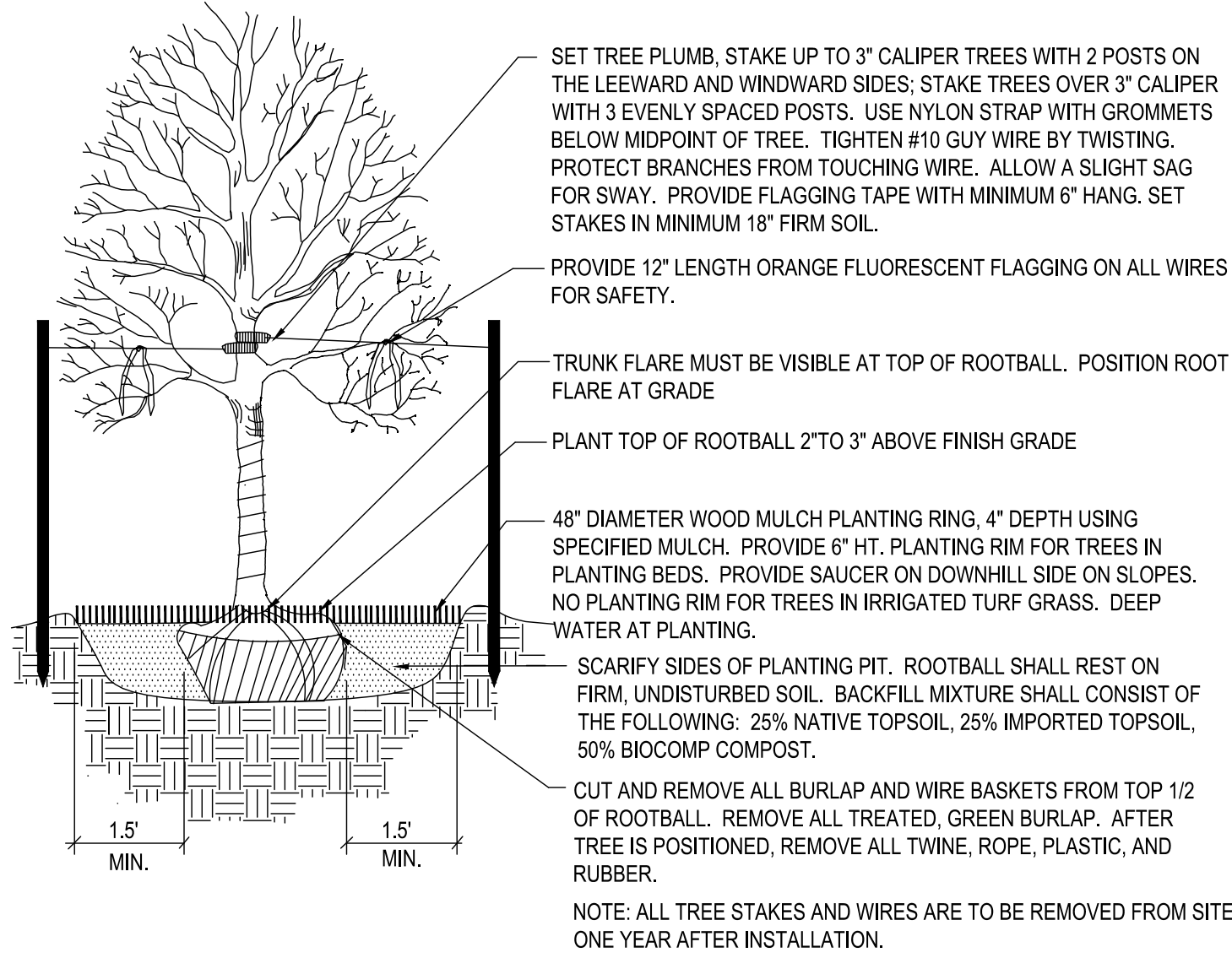
(719) 640-9428

(719) 358-2559 fax

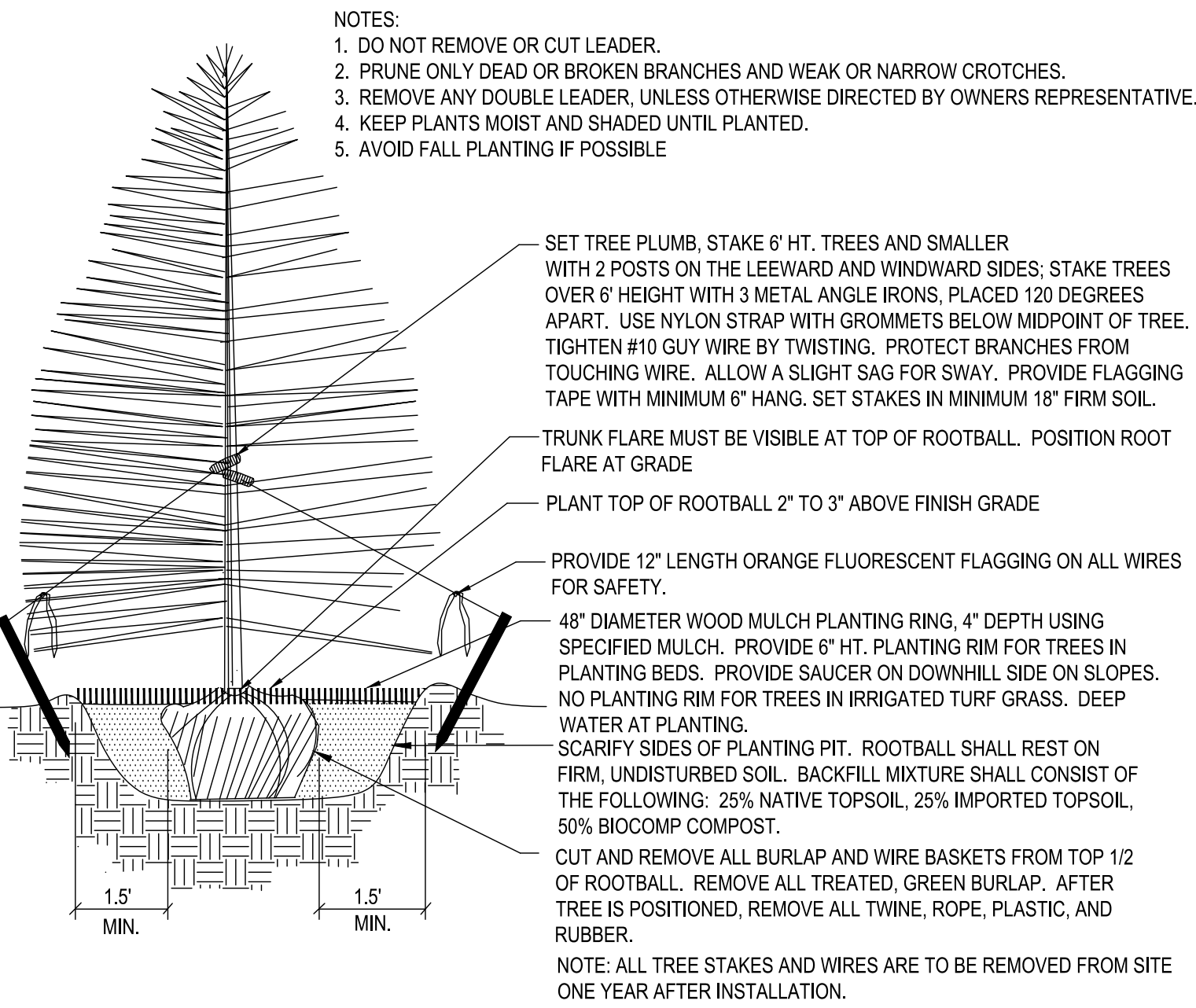
jwlandarch@gmail.com

PLANTING DETAILS

- NOTES:
- DO NOT REMOVE OR CUT LEADER.
 - PRUNE ONLY DEAD OR BROKEN BRANCHES AND WEAK OR NARROW CROTCHES.
 - DO NOT REMOVE LOWER LIMBS AND SPROUTS FOR AT LEAST TWO GROWING SEASONS.
 - KEEP PLANTS MOIST AND SHADED UNTIL PLANTED.
 - DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
 - WRAP TRUNK ON EXPOSED SITES OR SPECIES WITH THIN BARK. USE ELECTRICAL TAPE NOT TWINE. WRAP OCTOBER 15 AND REMOVE BY MARCH 31.

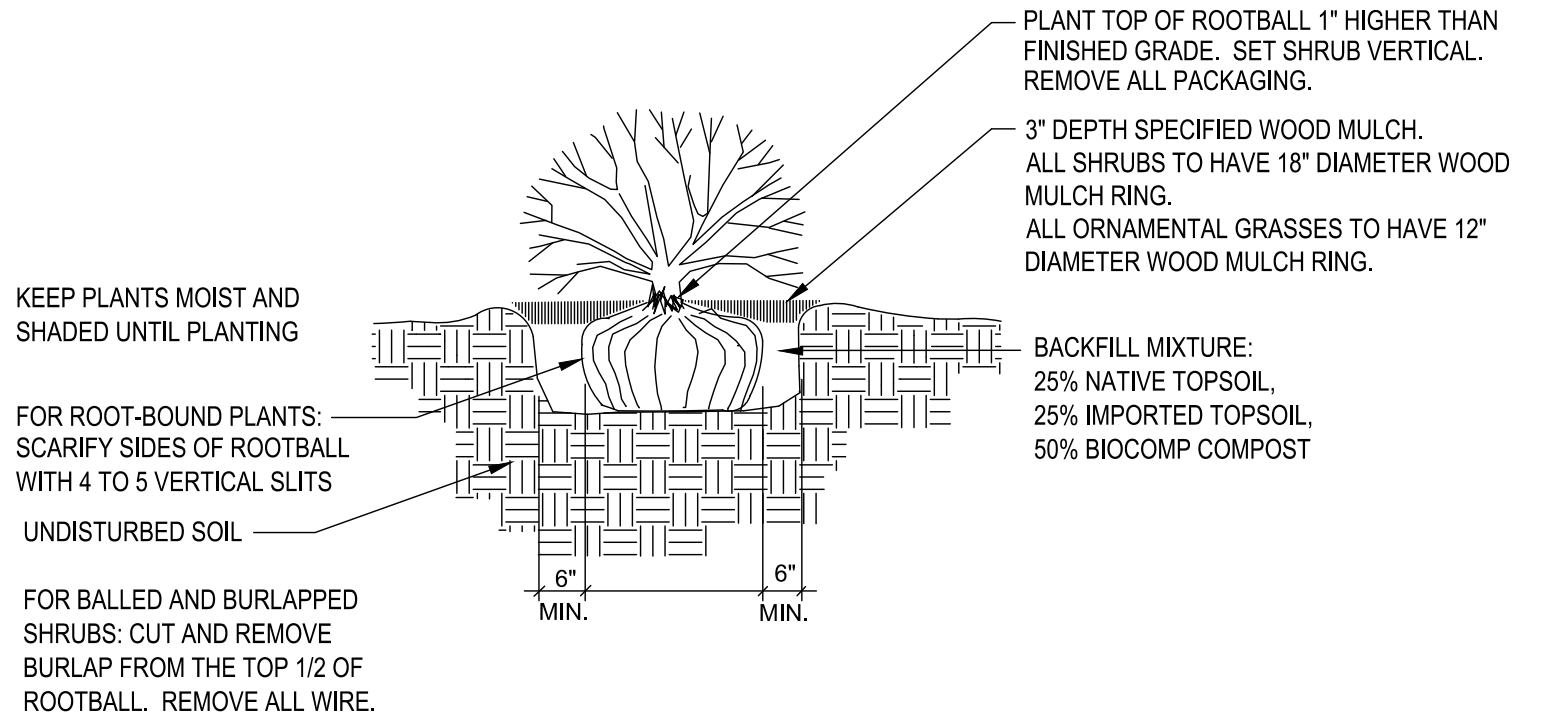


1 Deciduous Tree Planting Detail NOT TO SCALE

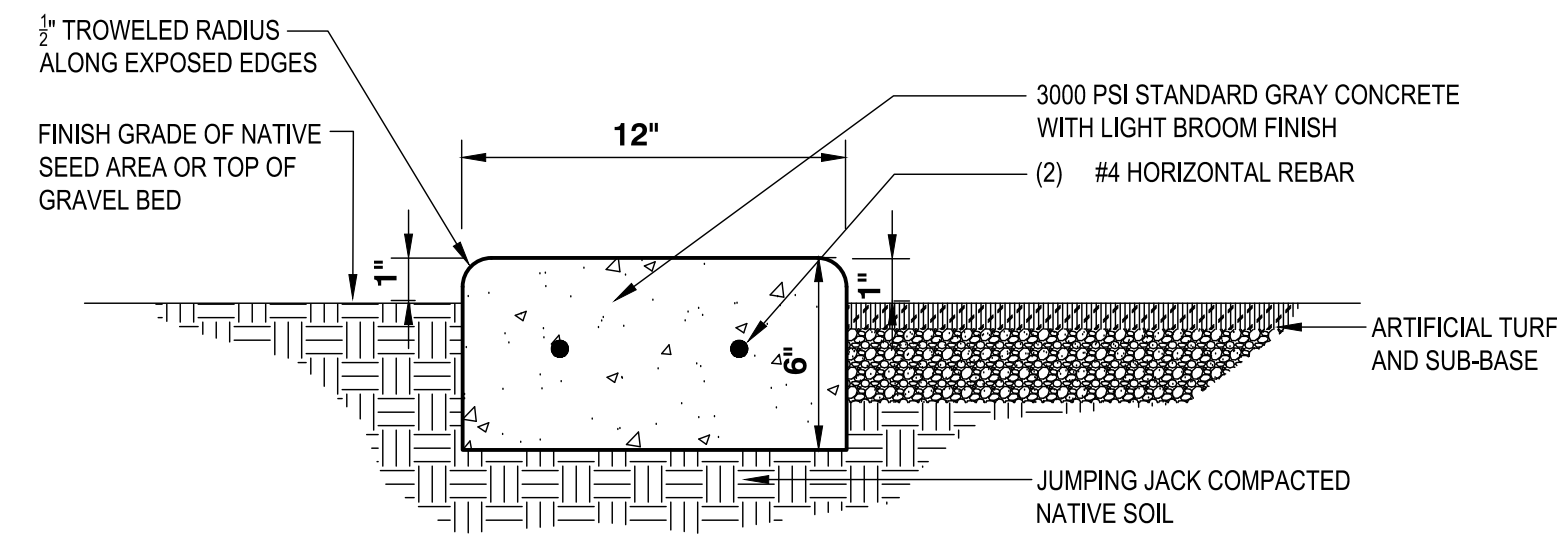


2 Coniferous Tree Planting Detail NOT TO SCALE

FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH
LANDSCAPE DETAILS & NOTES
Town of Firestone, Weld County, State of Colorado
SHEET 6 OF 12



3 Shrub Planting Detail SCALE: NOT TO SCALE



4 Concrete Edging SCALE: NOT TO SCALE



5 Playground Fencing SCALE: NOT TO SCALE

GENERAL NOTES

- ALL REFERENCES TO 'CONTRACTOR' REFER TO LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.
- CONTRACTOR IS RESPONSIBLE FOR GETTING ALL UTILITY LOCATES PRIOR TO STARTING ANY WORK ON SITE AND ALSO MAINTAINING UTILITY LOCATES FOR THE DURATION OF CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL LANDSCAPE SHOWN ON THIS PLAN. ANY DEFICIENCIES OR DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. ANY CHANGES FROM THE APPROVED PLANS MAY REQUIRE APPROVAL FROM THE CITY OF FIRESTONE PLANNING DEPARTMENT AND MAY DELAY COMPLETION OF PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF MATERIALS NEEDED TO COMPLETE THIS PLAN IN THE FIELD. NOTIFY OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD. SUBSTITUTIONS OF LANDSCAPE MATERIALS ARE NOT ALLOWED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT GIVEN PRIOR TO INSTALLATION. NOTIFY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION IF LANDSCAPE MATERIAL LOCATIONS NEED TO BE ALTERED DUE TO ON-SITE CONDITIONS.
- CONTRACTOR IS TO PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIALS, IRRIGATION COMPONENTS, NATIVE GRASS, AND WORKMANSHIP. CONTRACTOR IS TO PROVIDE OWNER WITH WARRANTY CONDITIONS AND COMMENCE WARRANTY PERIOD UPON FINAL ACCEPTANCE OF LANDSCAPE INSTALLATION.
- THE OWNER OF THIS PROPERTY AND ANY FUTURE OWNERS SHALL BE RESPONSIBLE FOR THE PROPER LANDSCAPE AND IRRIGATION MAINTENANCE OF THIS SITE. MAINTENANCE OF THIS SITE INCLUDES, BUT IS NOT LIMITED TO, IRRIGATION INSPECTIONS AND ADJUSTMENTS, IRRIGATION SYSTEM SHUT DOWN AND START UP, IRRIGATION COMPONENT AND LEAK REPAIR, LANDSCAPE WEEDING, MOWING, SEEDING, FERTILIZATION, WOOD MULCH AND ROCK COVER REPLACEMENT, PRUNING, AND PLANT MATERIAL REPLACEMENT.

PROJECT NOTES

- FINE GRADING TO BE PERFORMED BY LANDSCAPE CONTRACTOR TO REFLECT FINISHED GRADES SHOWN ON THE PROJECT GRADING PLANS. ALL FINISHED GRADES ARE TO HAVE A MINIMUM 1% SLOPE. CONTRACTOR IS TO REPORT POOR DRAINAGE CONDITIONS OR ANY GRADES IN LANDSCAPE AREAS LESS THAN 1% TO GENERAL CONTRACTOR AND LANDSCAPE ARCHITECT PRIOR TO LANDSCAPE CONSTRUCTION WORK. FINISHED GRADES SHALL BE FREE OF WEEDS AND FREE OF DEBRIS AND ROCKS GREATER THAN ONE INCH.
- CONTRACTOR IS TO PROVIDE FINAL GRADES ADJACENT TO HARDSCAPE SURFACES AT THE FOLLOWING SPECIFICATIONS:
2" BELOW TOP OF CONCRETE FOR ALL WOOD MULCH AND ROCK COVER BEDS.
1" BELOW TOP OF CONCRETE FOR SEED AREAS.
CONTRACTOR IS TO COORDINATE THESE GRADING SPECIFICATIONS WITH GENERAL CONTRACTOR AND/OR WHOEVER IS PROVIDING ROUGH GRADING. FINAL FINISHED GRADES IN ALL LANDSCAPE AREAS ARE TO BE ESTABLISHED USING ON-SITE STOCKPILED TOPSOIL. EXISTING SOIL, MULCH, AND/OR ROCK IS TO BE REMOVED AS NECESSARY TO CREATE FINISHED GRADE 2" BELOW TOP OF CONCRETE ADJACENT TO CURBS AND SIDEWALKS FOR A MINIMUM 2' WIDTH TO ALLOW FOR PROPOSED ROCK COVER AND MULCH.
- ROCK COVER AREAS TO CONSIST OF 1.5" DIAMETER BLUE GRAY RIVER ROCK, 3" DEPTH SPREAD OVER LANDSCAPE FABRIC. LANDSCAPE FABRIC TO CONSIST OF 'DEWITT' WEED BARRIER PRO, 3 OZ BLACK WOVEN POLYPROPYLENE FABRIC. FABRIC TO OVERLAP 6" MINIMUM AT ALL SEAMS. 6" STEEL ANCHOR PINS TO BE INSTALLED 6" O.C. MAX. CONTRACTOR IS TO TOP DRESS ANY BARE AREAS WITH SPECIFIED ROCK WITHIN EXISTING ROCK COVER BEDS TO REMAIN.
- DECOMPOSED GRANITE AREAS TO CONSIST OF 1/2" DIAMETER MINUS DECOMPOSED GRANITE, 4" DEPTH SPREAD OVER LANDSCAPE FABRIC. EXCAVATE ENTIRE AREA TO 4" DEPTH. LANDSCAPE FABRIC TO CONSIST OF 'DEWITT' WEED BARRIER PRO, 3 OZ BLACK WOVEN POLYPROPYLENE FABRIC. FABRIC TO OVERLAP 6" MINIMUM AT ALL SEAMS. 6" STEEL ANCHOR PINS TO BE INSTALLED 6" O.C. MAX.
- GORILLA HAIR (PIONEER SAND) WOOD MULCH, 3" DEPTH IS TO BE PROVIDED WHERE SPECIFIED ON PLAN. WOOD MULCH IS ALSO TO BE PLACED AROUND BASE OF ALL PLANTINGS. REFER TO PLANTING DETAILS.
- PROPOSED ARTIFICIAL TURF AREAS TO CONSIST OF DUPONT FOREVERLAWN 'SELECT HD' LAID OVER AGGREGATE BASE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- ALL PROPOSED SEED AND PLANTING BEDS ARE TO BE ROTO-TILLED TO A 6" DEPTH AND SOIL AMENDMENTS ARE TO BE INSTALLED ACCORDING TO SOIL PREPARATION NOTES BELOW. LANDSCAPE BEDS ARE TO BE RAKED SMOOTH AND FINISHED GRADES ARE TO BE ESTABLISHED AND VERIFIED TO THE TOLERANCES LISTED ABOVE PRIOR TO PLANTING. PLANT MATERIALS ARE TO BE INSTALLED USING ADDITIONAL 'BIOCOMP' SOIL AMENDMENTS. REFER TO PLANTING DETAILS FOR PLANTING SOIL RATIOS.
- ALL AREAS SHOWN AS 'LOW GROW' TO BE SEEDED WITH 'LOW GROW NATIVE SEED MIX' (PAWNEE BUTTE SEED, INC.) BY BROADCAST AND RAKING AT A RATE OF 2 LBS. PER 1,000 SQ. FT. REFER TO NATIVE SEED ESTABLISHMENT SPECIFICATION FOR MORE DETAILED INSTRUCTIONS.
- ALL AREAS SHOWN AS 'NATIVE SEED' TO BE SEEDED WITH 'NATIVE PRAIRIE MIX' (PAWNEE BUTTE SEED, INC.) BY DRILL SEEDING AT A RATE OF 1 LB. PER 1,000 SQ. FT. REFER TO NATIVE SEED ESTABLISHMENT SPECIFICATION FOR MORE DETAILED INSTRUCTIONS.
- STEEL EDGING IS TO CONSIST OF 14 GAUGE PERFORATED GALVANIZED ROLLED-TOP STEEL EDGING. EDGING IS TO BE USED TO SEPARATE SOD AND ROCK COVER AREAS, UNLESS OTHERWISE NOTED ON PLAN. EDGING IS TO BE PARTIALLY BURIED SO THAT HALF OF EDGING HEIGHT IS BELOW FINISHED SOIL GRADE. 12" STEEL EDGING PINS TO BE INSTALLED EVERY 4' O.C. MAX. ENDS OF STEEL EDGING TO OVERLAP 6" MINIMUM WITH AND HAVE TWO PINS SECURING OVERLAPPED ENDS.

IRRIGATION NOTE

- ALL EXISTING AND PROPOSED TREES AND SHRUBS ARE TO BE WATERED BY A PROPOSED DRIP IRRIGATION SPRINKLER SYSTEM. SEED AREAS TO BE WATERED BY ROTARY HEADS. NON-IRRIGATED NATIVE GRASS AREAS TO BE WATERED BY TEMPORARY SPRINKLERS UNTIL ESTABLISHMENT.

LANDSCAPE DETAILS & NOTES
SCALE: NOT TO SCALE



CARBON VALLEY LUTHERAN CHURCH

LANDSCAPE DETAILS & NOTES

NAME OF APPLICATION: Carbon Valley Lutheran Church	
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN	
FILING NUMBER:	
PREPARATION DATE:	December 30, 2019
REVISION DATE:	March 13, 2020
REVISION DATE:	
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REVISION DATE:	

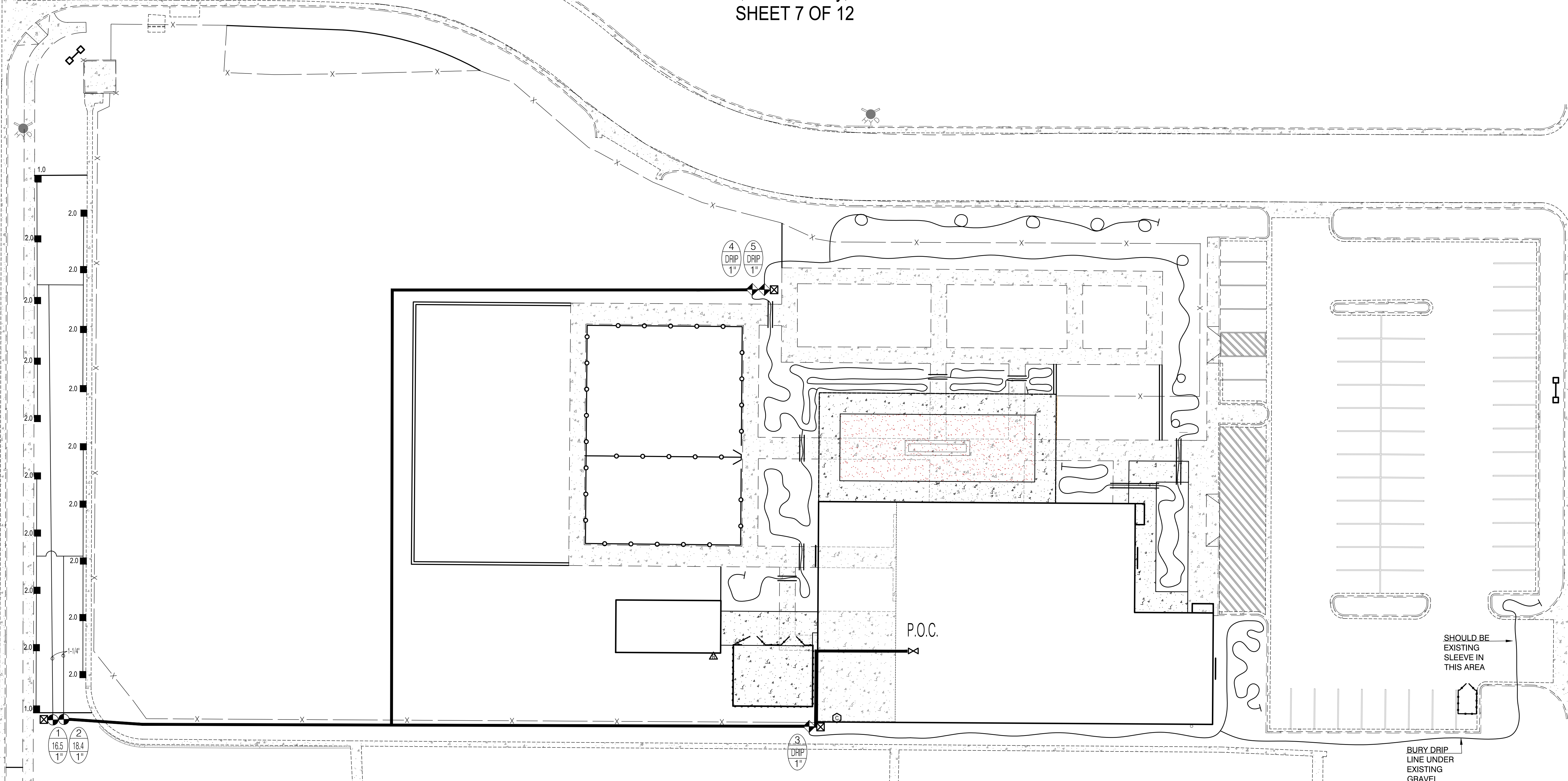
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FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH

IRRIGATION PLAN
Town of Firestone, Weld County, State of Colorado
SHEET 7 OF 12

CIMARRON ST.
(68' R.O.W.)(P)
(71' R.O.W.) MODIFIED (REC. NO.
3760140)



IRRIGATION PLAN
SCALE: 1" = 20'

FIRESTONE, COLORADO DEVELOPMENT STANDARDS SECTION
16.12.3(C)- EACH IRRIGATION SYSTEM FOR A PRIVATE RESIDENTIAL
LOT OR COMMERCIAL LANDSCAPE AREA SHALL INCLUDE AN
AUTOMATIC ELECTROMECHANICAL INTERRUPT WHICH ENGAGES
TO INTERRUPT THE IRRIGATION SYSTEM DURING A RAINFALL EVENT.

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CARBON VALLEY LUTHERAN CHURCH	
IRRIGATION PLAN	
NAME OF APPLICATION: Carbon Valley Lutheran Church	
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN	
FILING NUMBER:	
PREPARATION DATE:	December 30, 2019
REVISION DATE:	March 13, 2020
REVISION DATE:	
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REVISION DATE:	
LS4	
7 OF 12	

FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH
IRRIGATION LEGEND AND NOTES
Town of Firestone, Weld County, State of Colorado
SHEET 8 OF 12

SYSTEM DESCRIPTION

IRRIGATION FOR NEW PLANTINGS TO BE PROVIDED FROM AN AUTOMATED SPRINKLER SYSTEM CONNECTING TO AN EXISTING FEBCO 825YA BACKFLOW PREVENTER AND COPPER SUPPLY LINE. ROTOR AND POP-UP SPRAY HEADS ARE TO IRRIGATE NATIVE GRASS AREAS ALONG STREET FRONTAGES. DRIP IRRIGATION TO PROVIDE WATER TO ALL EXISTING AND PROPOSED PLANTINGS. THE SYSTEM IS DESIGNED FOR A MINIMUM 60 PSI IN THE MAIN LINE, AND A MINIMUM FLOW OF 20 GPM. COORDINATE INSTALLATION OF ALL IRRIGATION COMPONENTS WITH OWNER'S REPRESENTATIVE AND OTHER TRADES. BALL VALVES ARE PROVIDED BEFORE EACH ZONE VALVE FOR MAINTENANCE OF SYSTEM. POTABLE WATER TO BE USED FOR ALL IRRIGATION.

IRRIGATION NOTES

- THE IRRIGATION SYSTEM IS TO RUN OFF AN EXISTING BACKFLOW PREVENTER WHICH IS CURRENTLY DISCONNECTED. CONTRACTOR IS TO REPAIR COPPER SUPPLY LINES AND BACKFLOW PREVENTER AS NECESSARY TO RETURN TO PROPER WORKING CONDITION. CONNECT PROPOSED MAIN LINE TO EXISTING COPPER PIPE COMING OUT OF WEST SIDE OF BUILDING. A MINIMUM STATIC WATER PRESSURE OF 60 PSI IS REQUIRED (SYSTEM IS DESIGNED FOR OPERATING PRESSURE OF 45 PSI FOR ROTARY HEADS, 30 PSI FOR POP-UP SPRAY HEADS, AND 40 PSI AFTER PRESSURE REGULATORS FOR DRIP ZONES). VERIFY PRESSURE AND DISCHARGE RATE ON SITE PRIOR TO CONSTRUCTION OF IRRIGATION SYSTEM BEYOND THE BACKFLOW DEVICE.
- COORDINATE LOCATION OF CONTROLLER AND RAIN SENSOR WITH OWNER'S REPRESENTATIVE. CONNECT CONTROLLER TO POWER SUPPLY (COORDINATE WITH OWNER), ZONE VALVE WIRES, RAIN SENSOR, AND GROUNDING. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS. CONTRACTOR IS TO INSTALL A MANUAL DRAIN VALVE AT END OF MAINLINE.
- CONTRACTOR IS TO INSTALL #14 UF IRRIGATION WIRE BETWEEN CONTROLLER AND ELECTRIC VALVES. INSTALL TWO EXTRA WIRES ALONG EACH LEG OF MAIN LINE FOR TROUBLESHOOTING OR FUTURE ADDITIONS TO SYSTEM.
- CONTRACTOR IS TO VERIFY THAT ALL COMPONENTS, MAINLINE, AND LATERALS ARE FULLY OPERATIONAL AND OPERATING WITHOUT ANY LEAKS. AFTER INSTALLATION OF NEW IRRIGATION CONTRACTOR IS TO TEST ALL ZONES CHECKING AND FIXING ANY LEAKS AND VERIFYING FULL OPERATION OF EACH ZONE.
- AFTER CONSTRUCTION, CONTRACTOR IS TO SET NEW CONTROLLER TO RUN DRIP ZONES FOR 35 MINUTES FOUR TIMES PER WEEK. ROTARY HEADS AND SPRAY HEADS ARE TO WATER SEEDED AREAS AS SHOWN UNDER IRRIGATION SCHEDULE. CONTROLLER WATERING DAYS AND TIMES ARE TO BE REDUCED IN SPRING AND FALL. CONTRACTOR IS TO MONITOR PLANT HEALTH AND ADJUST CONTROLLER AS NECESSARY THROUGHOUT WARRANTY PERIOD.
- ALL UNDERGROUND UTILITIES ARE TO BE LOCATED AND CLEARLY MARKED PRIOR TO ANY DIGGING ON SITE. ALL MATERIALS AND INSTALLATION PRACTICES ARE TO BE IN COMPLIANCE WITH LOCAL CODES. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL NECESSARY EXISTING SLEEVES. IF SLEEVES DO NOT EXIST CONTRACTOR WILL NEED TO BORE UNDER EXISTING PAVEMENT TO BE ABLE TO INSTALL PROPOSED DRIP PIPE TO BEDS.
- IRRIGATION PLAN IS DIAGRAMMATIC. ANY COMPONENTS SHOWN ON PLAN OUTSIDE OF LANDSCAPE AREAS ARE SHOWN FOR CLARITY ONLY. USE ONLY STANDARD FITTINGS. MAINLINE PIPE DEPTH IS TO BE 15" TO 18". LATERAL LINE DEPTH IS TO BE 10" TO 12". 3/4" POLY DRIP LINE IS TO BE SECURED AT FINAL SOIL GRADE IN ROCK OR MULCH BEDS, UNLESS OTHERWISE NOTED.
- EXISTING IRRIGATION PIPE, WIRES, CONTROLLER, SPRINKLER HEADS, AND OTHER VISIBLE IRRIGATION COMPONENTS ARE TO BE REMOVED AND DISPOSED OF OFF SITE.
- NOTIFY LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN PLAN DRAWINGS AND CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION OF ANY PROPOSED IRRIGATION.
- JON WALSH, LANDSCAPE ARCHITECT, LLC, (JWLA) PREPARED THIS PLAN BASED ON SITE LAYOUT AND SITE GRADING PLANS PROVIDED BY OTHERS. JWLA ASSUMES NO LIABILITY FOR ANY WATER DAMAGE ON THIS SITE.

IRRIGATION WATER USE

IRRIGATION SCHEDULE			
ZONE	FLOW	PRECIPITATION RATE	AVERAGE SEASON RUN TIME
	(GPM)	(INCHES/HOUR)	(MINUTES/DAY)
1	16.5	1.58	08
2	18.4	1.58	08
3	DRIP (0.9)	N/A	20
4	DRIP (3.9)	N/A	20
5	DRIP (2.5)	N/A	20

NOTE: THE ABOVE SCHEDULING TIMES ARE BASED ON AN ET RATE OF 0.19 AND AN IRRIGATION EFFICIENCY OF 85%. TIMES SHOULD BE ADJUSTED ACCORDINGLY FOR SEASONAL CHANGES. RAIN SENSOR SHOULD BE SET FOR AUTOMATIC SHUT OFF AT 1/4" OF RAINFALL.

LOCAL WATER RESTRICTIONS WILL SUPERCEDE ANY WATER SCHEDULING DESCRIBED ON THESE PLANS.

NEWLY SEEDED AREAS SHOULD BE IRRIGATED TWICE A DAY THE FIRST TWO WEEKS AT 2 TIMES THE RUN TIME SHOWN, DEPENDING ON SEASONAL AND WEATHER CONDITIONS. SEEDED AREAS SHOULD BE WATERED DAILY THE FOLLOWING TWO WEEKS AT 1.5 TIMES THE RUN TIME SHOWN AND THEN EVERY OTHER DAY FOR THE FOLLOWING TWO WEEKS. SIX WEEKS AFTER INSTALLATION GRASS SHOULD BE WATER EVERY TWO TO THREE DAYS, DEPENDING ON WEATHER.

NEWLY PLANTED LANDSCAPE PLANTS SHOULD BE IRRIGATED ONCE EVERY 2 TO 3 DAYS FOR THE FIRST SEASON. DURING ALL SUBSEQUENT SEASONS, LANDSCAPE PLANTS SHOULD BE IRRIGATED EVERY THIRD DAY.

RUN TIMES SHOWN IN IRRIGATION SCHEDULE ARE INTENDED TO REPRESENT SUMMER WATERING APPLICATIONS AFTER ESTABLISHMENT. RUN TIMES ARE TO BE ADJUSTED TO SEASONAL REQUIREMENTS. SPRING RUN TIMES SHOULD ADJUSTED TO WATER APPROXIMATELY 15% LESS THAN SUMMER RUN TIMES. FALL RUN TIMES SHOULD BE ADJUSTED TO WATER APPROXIMATELY 20% LESS THAN SUMMER RUN TIMES.

SPRAY IRRIGATION ANNUAL USE-

TOTAL SPRAY IRRIGATION USE IS 34.9 GPM (gallons per minute)
TYPICAL CYCLE IS 25 MINUTES
TYPICAL WATERING SCHEDULE IS 3 TIMES PER WEEK
TYPICAL IRRIGATION SEASON RUNS 6 MONTHS PER YEAR (APR. TO OCT.)

34.9 gpm X 25 min. = 872 gallons per cycle
3 times per week X 26 weeks = 78 cycles annually
872 gal. X 78 cycles = 68,016 gallons annually
68,016 gallons = **0.2087 ACRE FEET**

DRIP IRRIGATION ANNUAL USE-

TOTAL DRIP IRRIGATION USE IS 7.3 GPM (gallons per minute)
TYPICAL CYCLE IS 40 MINUTES
TYPICAL WATERING SCHEDULE IS 3 TIMES PER WEEK
TYPICAL IRRIGATION SEASON RUNS 6 MONTHS PER YEAR (APR. TO OCT.)

7.3 gpm X 40 min. = 292 gallons per cycle
3 times per week X 26 weeks = 78 cycles annually
292 gal. X 78 cycles = 22,776 gallons annually
22,776 gallons = **0.0699 ACRE FEET**

TOTAL ANNUAL IRRIGATION USE- **0.2786 ACRE FEET**

TOTAL SQUARE FOOTAGE - IRRIGATED TURF = 4,100 SQ. FT.
TOTAL SQUARE FOOTAGE - IRRIGATED SHRUBS = 8,400 SQ. FT

IRRIGATION LEGEND

- MAINLINE PIPE- CLASS 200 PVC PIPE (1.5" DIA. UNLESS OTHERWISE NOTED)
- SPRINKLER LINE LATERAL- CLASS 200 PVC PIPE (1" DIA. UNLESS OTHERWISE NOTED)
- 1" BORING NEEDED UNDER EXISTING SIDEWALKS

P.O.C. POINT OF CONNECTION
(TIE INTO EXISTING BACKFLOW DEVICE)

- EXISTING BACKFLOW PREVENTION DEVICE
(TROUBLESHOOT AND REPAIR, AS NEEDED, TO MAKE OPERATIONAL)
- 3/4" BRASS CROSS-HANDLE GATE VALVE (MANUAL DRAIN FOR MAINLINE)
FEBCO 624-BS
- RAINBIRD ESP LX CONTROLLER (ESPLXBASIC) 12-STATION CONTROLLER (5 STATIONS USED)
- RAINBIRD WR2-RC RAIN SENSOR AND CONTROLLER INTERFACE
(COLLECTION DEVICE INSTALLED ON STORAGE BUILDING ROOF EVE)

2
DRIP
1" ZONE #
GPM DISCHARGE
REMOTE CONTROL VALVE SIZE

1" DRIP IRRIGATION REMOTE CONTROL VALVE ASSEMBLY
RAINBIRD PGA VALVE, RBY-200SSMX (200-MESH) FILTER

TORO 3/4" BLUE STRIPE DISTRIBUTION HOSE
(.940 O.D., ROUTE ACCORDINGLY TO PLANT MATERIAL)

3/4" DRIP TUBING COMPRESSION END PLUG
(INSTALL IN 6" MIN. VALVE BOX)

1" RAIN BIRD 100-PEB SERIES ELECTRIC REMOTE CONTROL VALVE

RAIN BIRD 3504-PC-SAM SERIES ROTOR HEAD
OPERATING PRESSURE- 45 PSI
3504 SERIES FLOW: 1.0 nozzle- 1.06 GPM, 2.0 nozzle- 1.93

CARBON VALLEY LUTHERAN CHURCH

IRRIGATION LEGEND AND NOTES

NAME OF APPLICATION: Carbon Valley Lutheran Church

TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN

FILING NUMBER:

PREPARATION DATE: December 30, 2019

REVISION DATE: March 13, 2020

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

LS5

8 OF 12



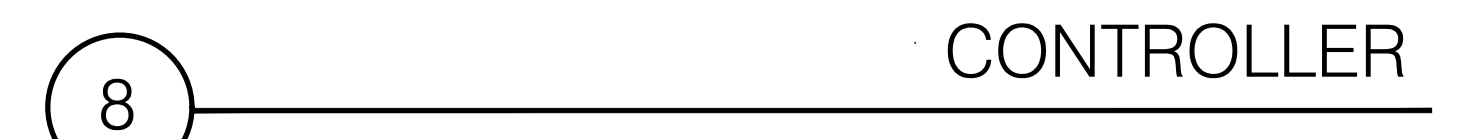
JON WALSH
LANDSCAPE ARCHITECT
LLC

P.O. Box 354
Palmer Lake, CO 80133
(719) 640-9428
(719) 358-2559 fax
jwlandarch@gmail.com

IRRIGATION LEGEND AND NOTES

SCALE: NOT TO SCALE

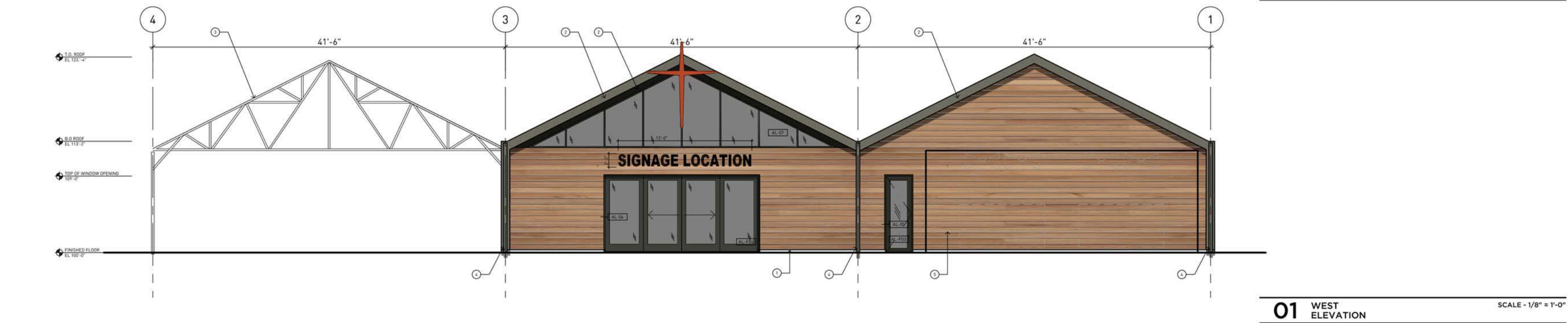
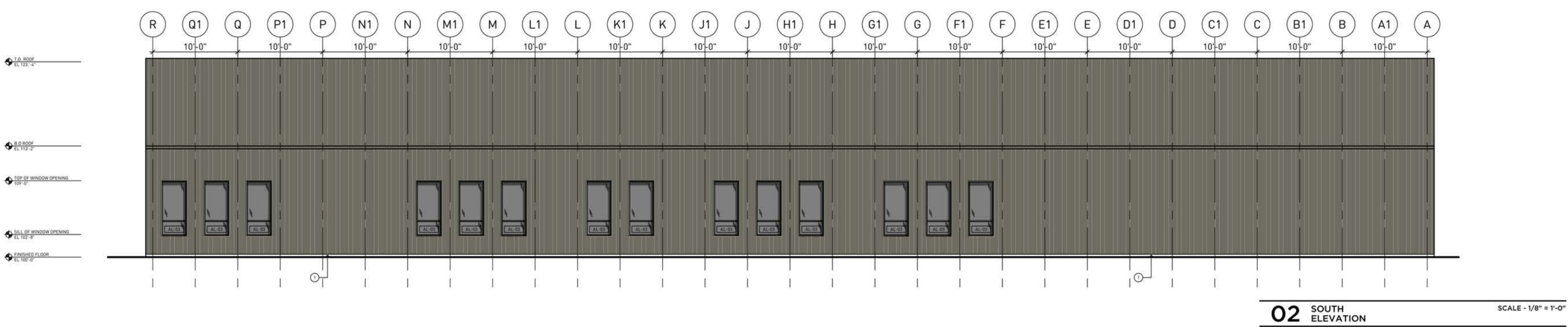
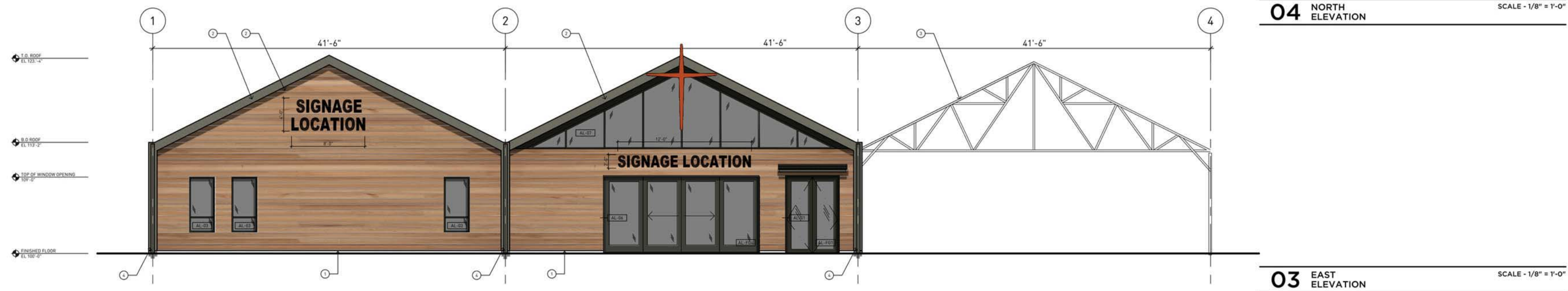
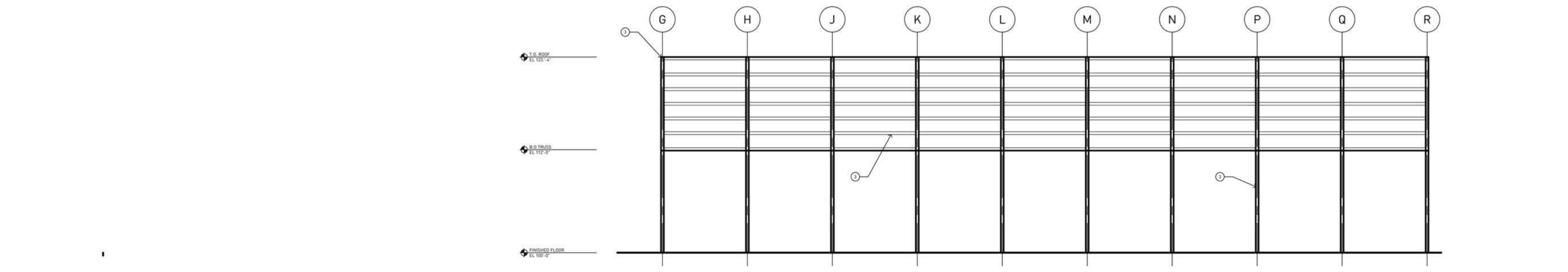
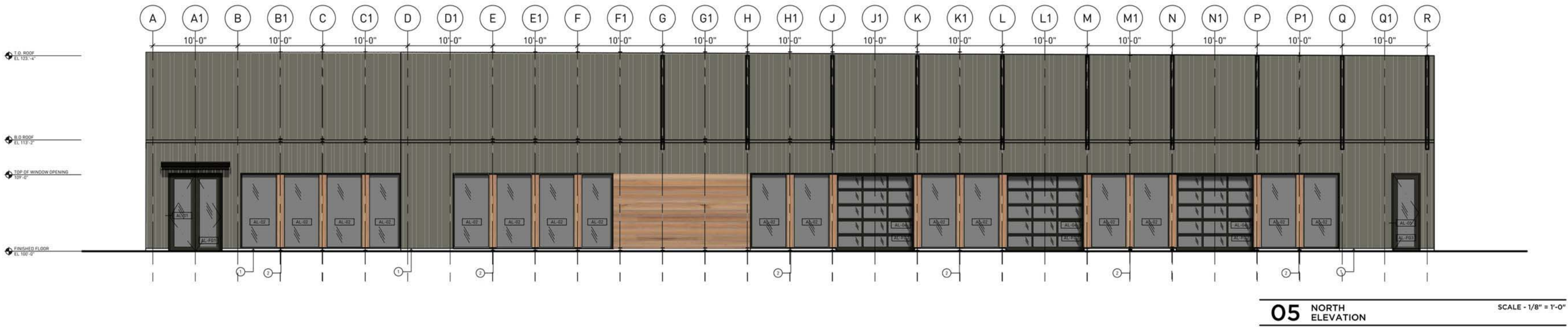
SHEET 9 OF 12



NOTES:

1. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH
BUILDING ELEVATIONS
Town of Firestone, Weld County, State of Colorado
SHEET 10 OF 12



EXTERIOR ELEVATIONS
MATERIAL NOTES

- INSULATED METAL
PANEL, PAINT - MEDIUM BRONZE - (METAL SPAN STANDARD COLOR)
- THERMALLY TREATED WOOD CLADDING.
BASIS OF DESIGN - THERMORYUSA.COM - KODIAK SPRUCE CLADDING

EXTERIOR ELEVATIONS
GENERAL NOTES

- A. PAINT ALL EXPOSED STEEL LINTELS TO MATCH ADJACENT MATERIAL COLOR (PA-1)
- B. MATERIALS LISTED BELOW ARE BASIS-OF-DESIGN MATERIALS. REFER TO SPECIFICATION FOR MORE DETAILED MANUFACTURER INFORMATION.

EXTERIOR ELEVATIONS
MATERIAL IDENTIFICATION KEYNOTES

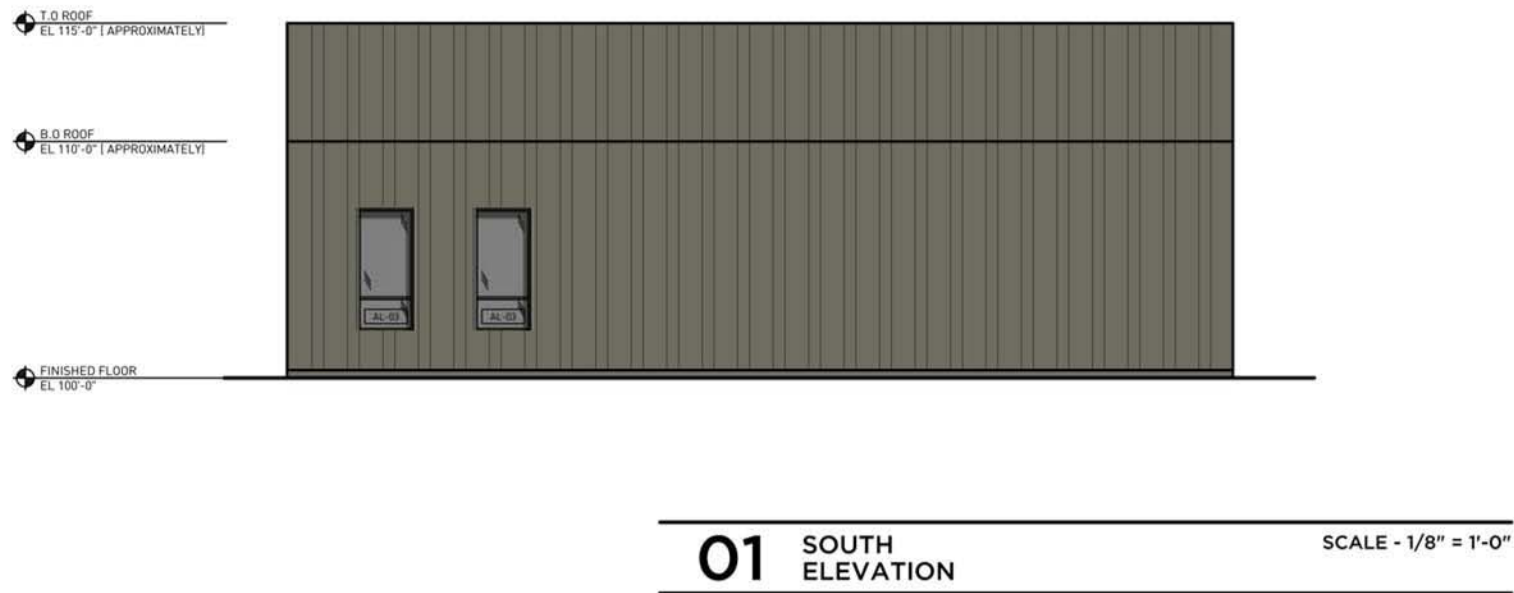
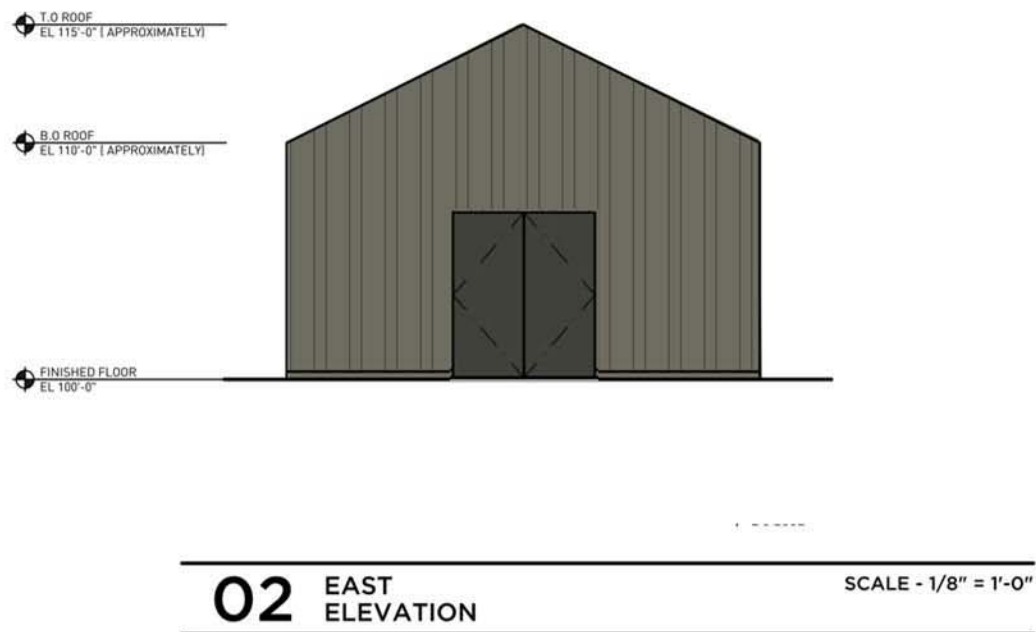
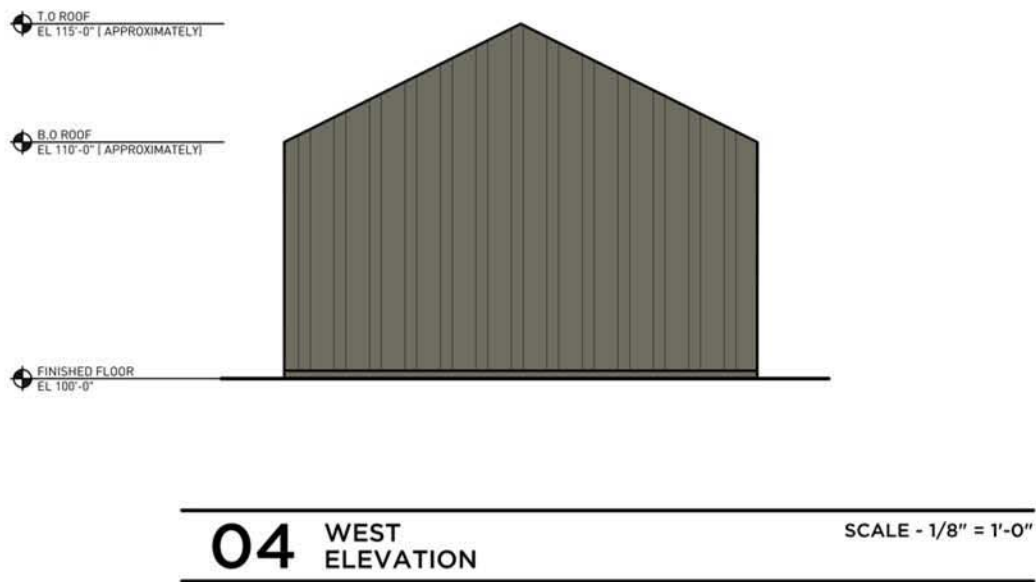
- 1. CONCRETE CURB.
- 2. PREFINISHED BREAK METAL FLASHING, COLOR TBD
- 3. PAINT EXISTING STRUCTURE TO MATCH INSULATED METAL PANEL.
- 4. DOWNSPOUTS: BOX PROFILE, COLOR TO ADJACENT BREAK METAL FLASHING.
- 5. MECHANICAL ENCLOSURE.

CARBON VALLEY LUTHERAN CHURCH

BUILDING ELEVATIONS

NAME OF APPLICATION: Carbon Valley Lutheran Church
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN
FILING NUMBER:
PREPARATION DATE: JANUARY 15, 2020
REVISION DATE: MARCH 13, 2020
REVISION DATE:
REVISION DATE:
REVISION DATE:

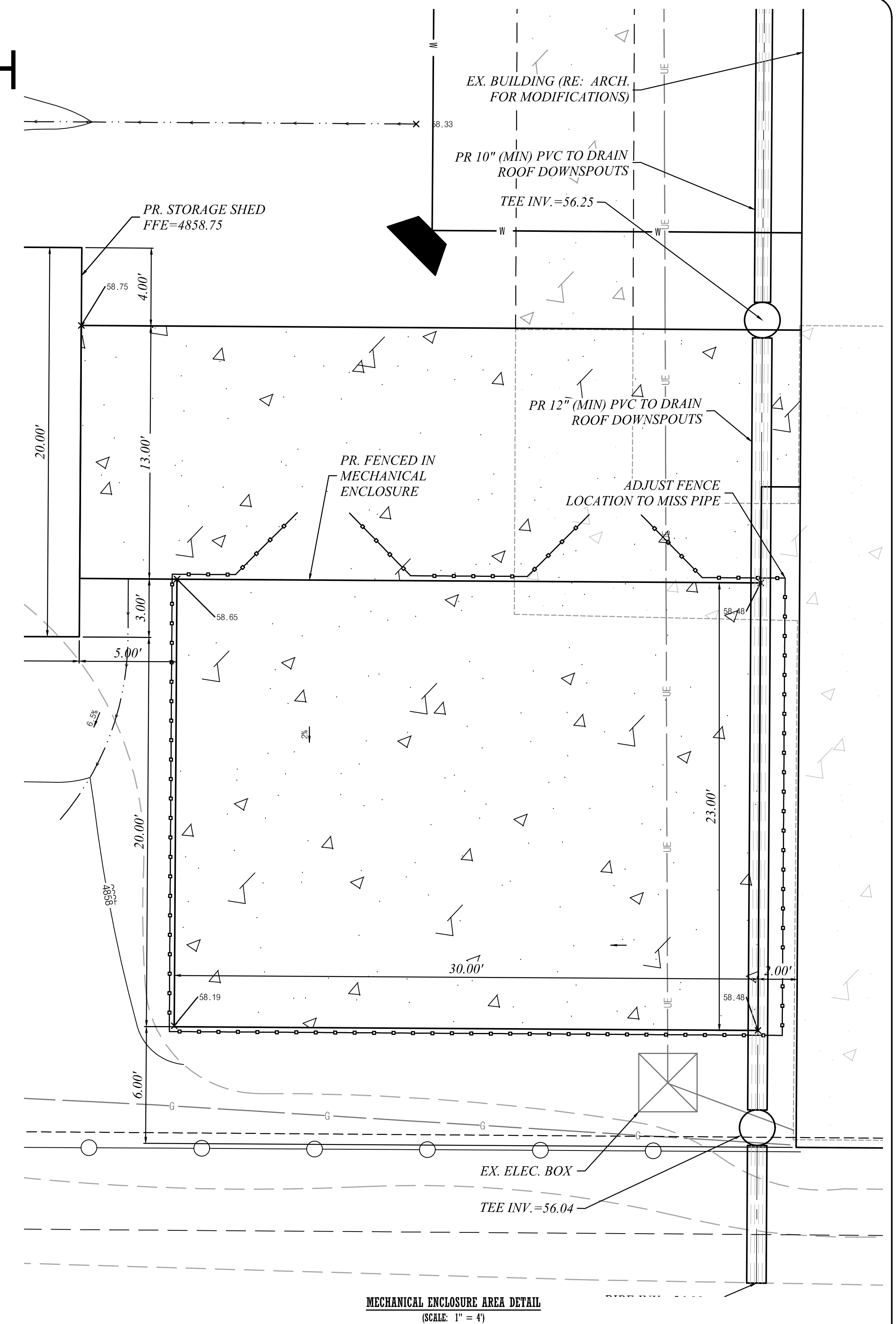
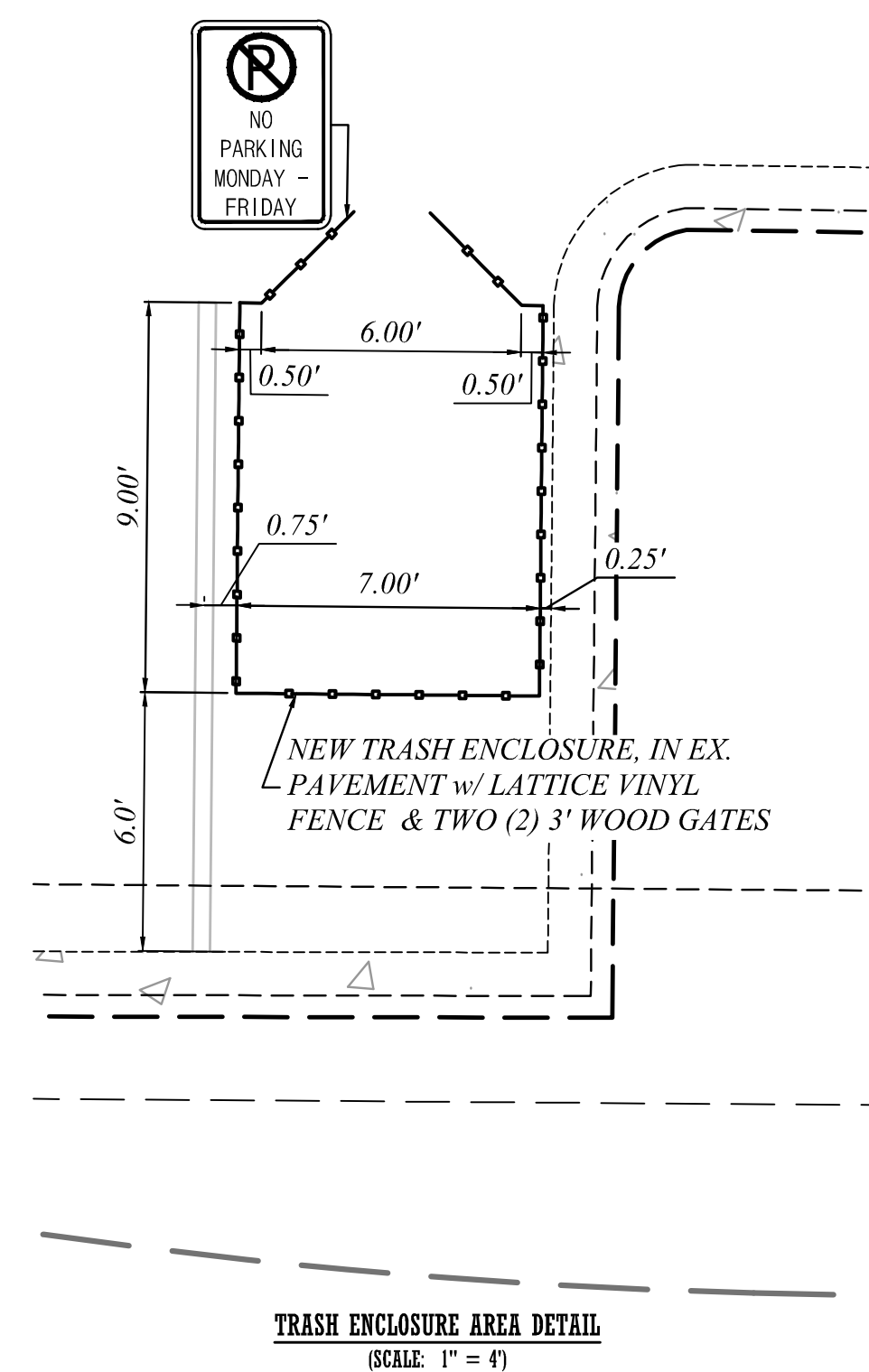
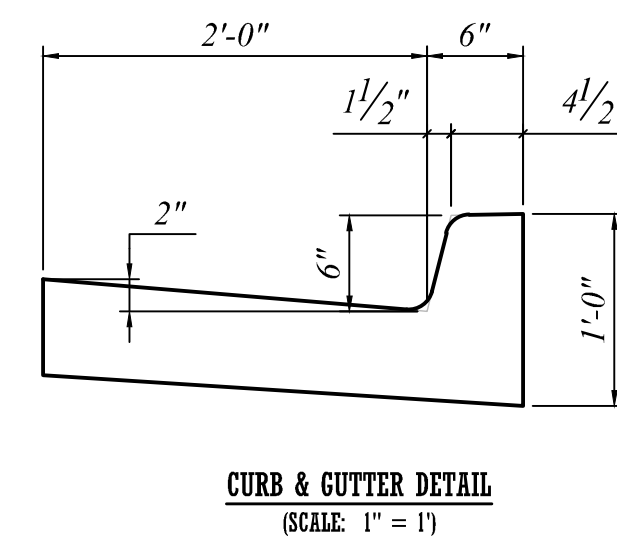
FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH
BUILDING ELEVATIONS
Town of Firestone, Weld County, State of Colorado
SHEET 11 OF 12



EXTERIOR ELEVATIONS MATERIAL NOTES	
	INSULATED METAL PANEL, PAINT - MEDIUM BRONZE - (METAL SPAN STANDARD COLOR)
	THERMALLY TREATED WOOD CLADDING. BASIS OF DESIGN - THERMORYUSA.COM - KODIAK SPRUCE CLADDING
EXTERIOR ELEVATIONS GENERAL NOTES	
A. PAINT ALL EXPOSED STEEL LINTELS TO MATCH ADJACENT MATERIAL COLOR (PA-x) B. MATERIALS LISTED BELOW ARE BASIS-OF-DESIGN MATERIALS. REFER TO SPECIFICATION FOR MORE DETAILED MANUFACTURER INFORMATION.	
EXTERIOR ELEVATIONS MATERIAL IDENTIFICATION KEYNOTES	
1. CONCRETE CURB. 2. PREFINISHED BREAK METAL FLASHING, COLOR TBD 3. PAINT EXISTING STRUCTURE TO MATCH INSULATED METAL PANEL. 4. DOWNSPOUTS, BOX PROFILE, COLOR TO ADJACENT BREAK METAL FLASHING. 5. MECHANICAL ENCLOSURE.	

CARBON VALLEY LUTHERAN CHURCH	
STORAGE SHED ELEVATIONS	
NAME OF APPLICATION: Carbon Valley Lutheran Church	
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN	
FILING NUMBER:	
PREPARATION DATE:	JANUARY 15, 2020
REVISION DATE:	MARCH 13, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
BLD 11 OF 12	

SITE DETAILS
Town of Firestone, Weld County, State of Colorado
SHEET 12 OF 12



PRISM
DESIGN & CONSULTING GROUP
P.O. BOX 441730 phone: 720-689-7324
AURORA, CO. 80044 web: PrismDCG.COM

CARBON VALLEY LUTHERAN CHURCH	
SITE DETAILS	
NAME OF APPLICATION:	Carbon Valley Lutheran Church
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PREPARATION DATE:	JANUARY 15, 2020
REVISION DATE:	MARCH 18, 2020
REVISION DATE:	APRIL 27, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SD 12 OF 12	

LOT 7, FIRESTONE CROSSING FILING
NO.1
CARBON VALLEY LUTHERAN CHURCH
FINAL DEVELOPMENT PLAN

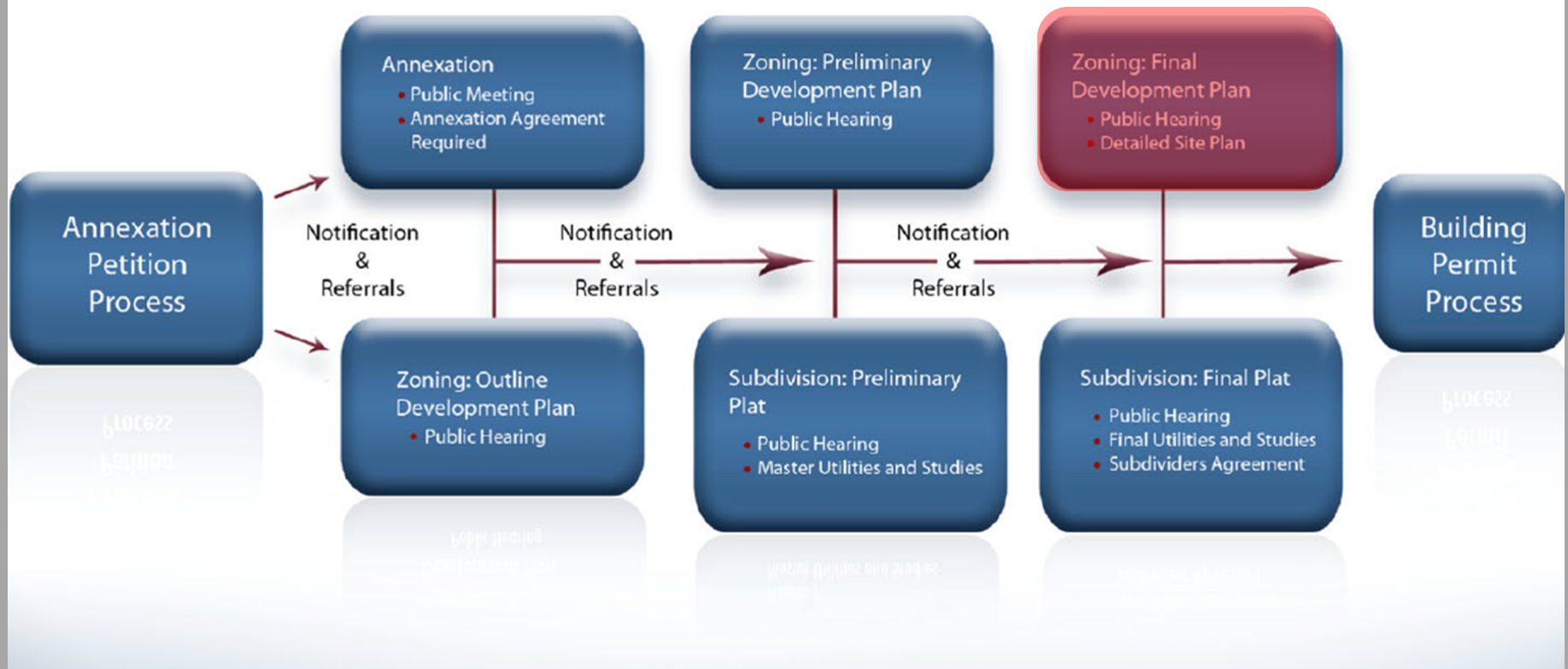


Board of Trustees – May 27, 2020

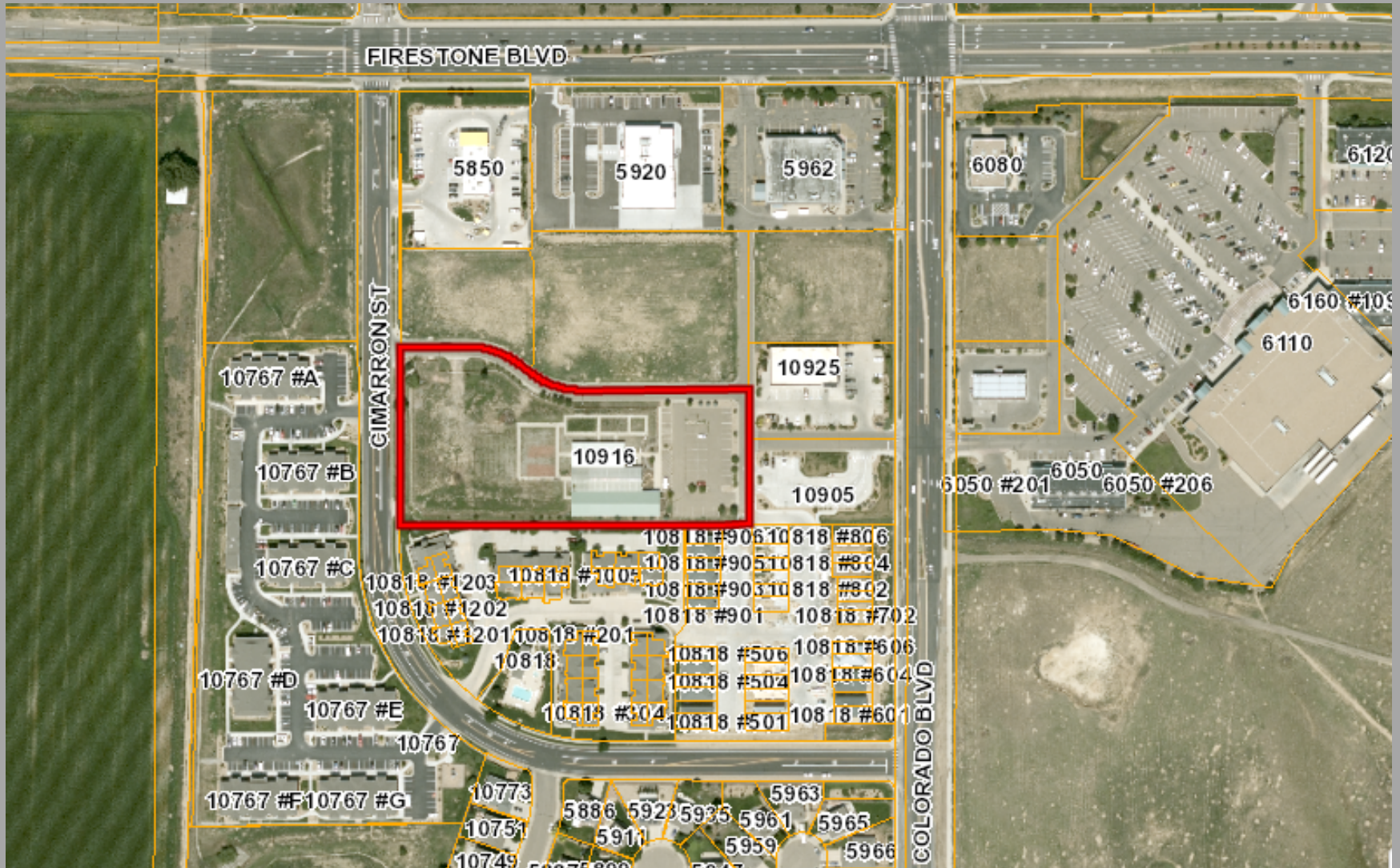
Process

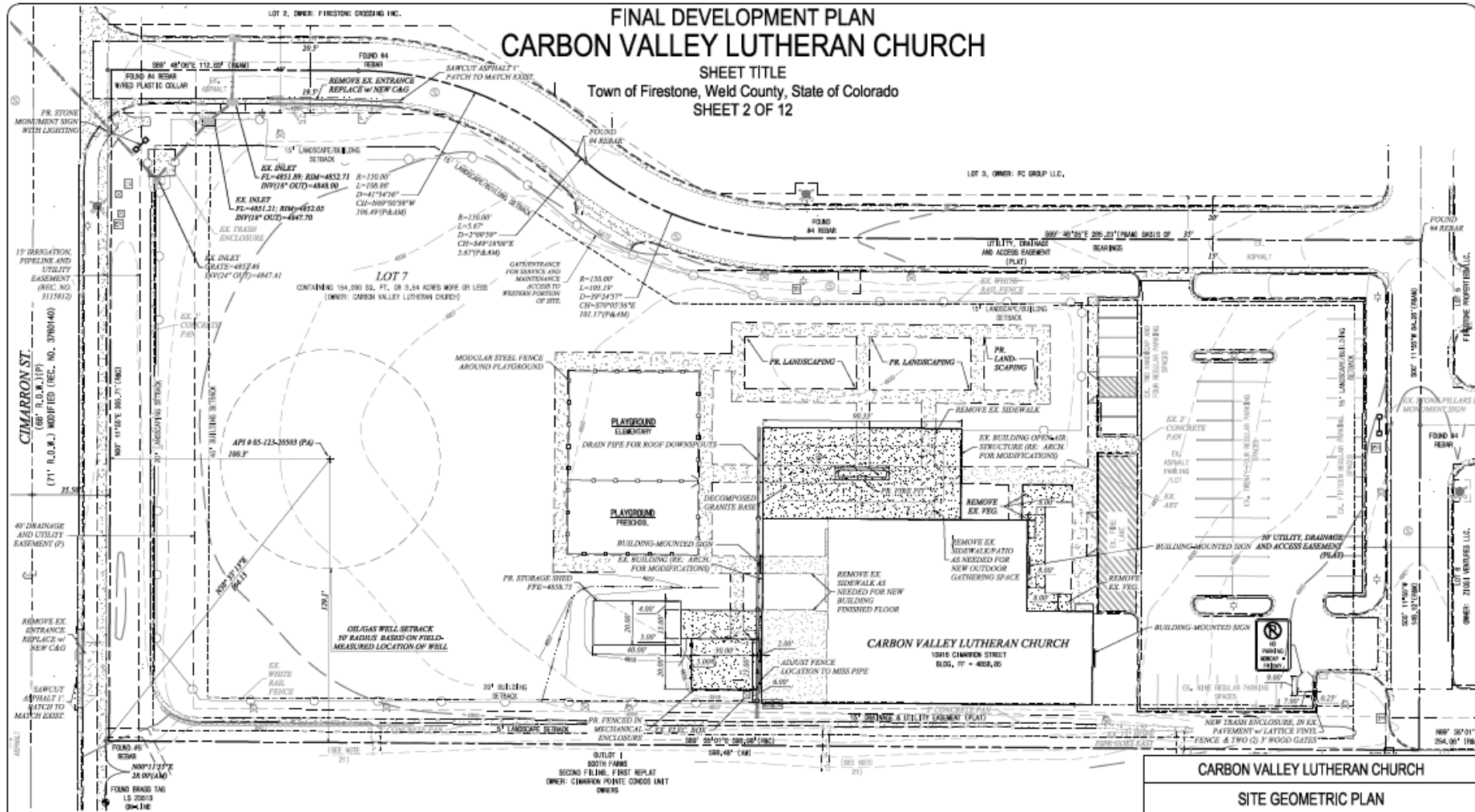


Development Flow Chart | Firestone PUD Zoning



Location







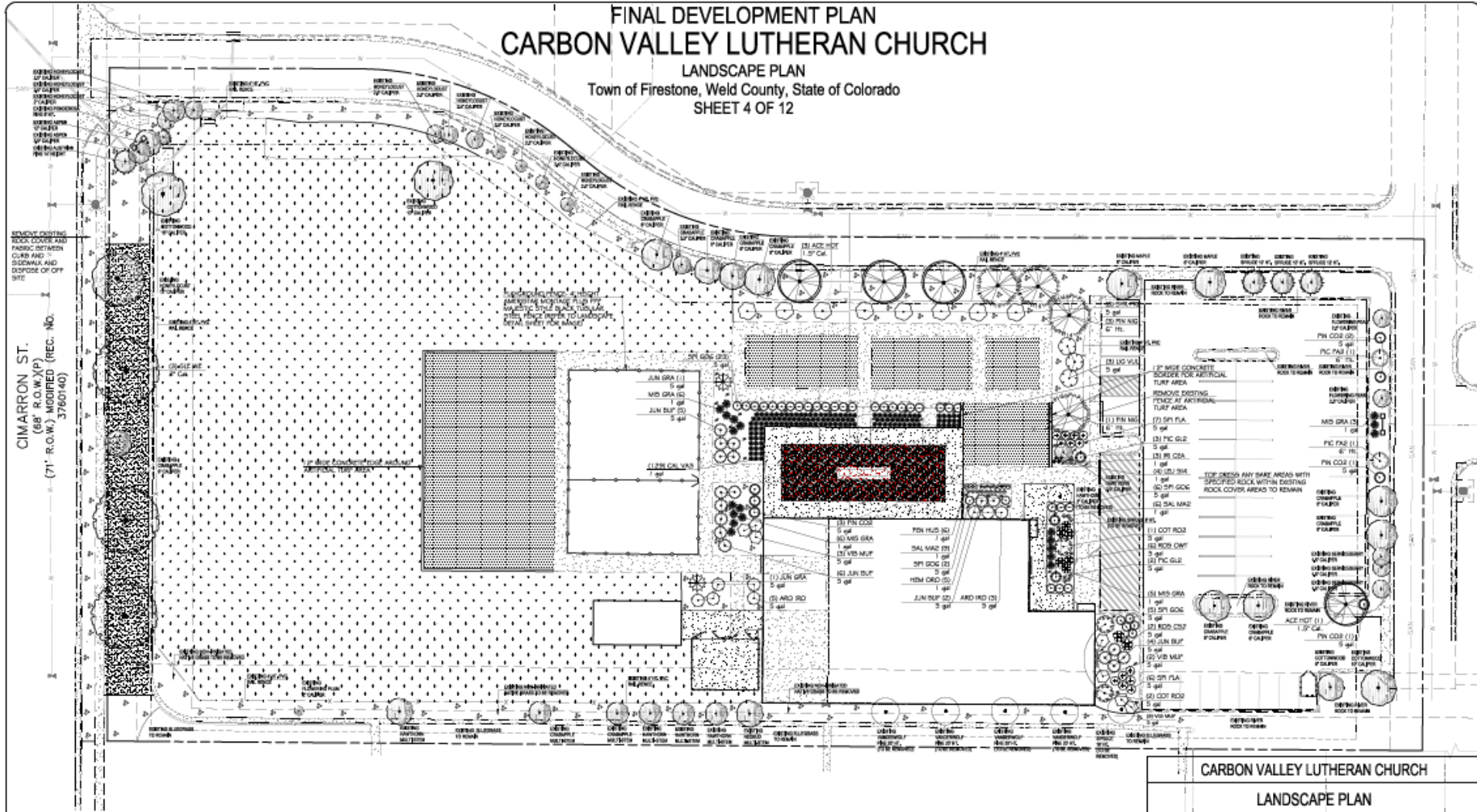
Proposed Carbon Valley Lutheran Church

Picture taken in parking lot of proposed church looking towards the south.

LANDSCAPE PLAN



FINAL DEVELOPMENT PLAN CARBON VALLEY LUTHERAN CHURCH LANDSCAPE PLAN Town of Firestone, Weld County, State of Colorado SHEET 4 OF 12



FDP-Elevations



Staff Recommendations



Staff Recommends that the Board of Trustees:

Approve Resolution 20-55; a resolution approving Lot 7, Firestone Crossing Filing No. 1, Carbon Valley Lutheran Church with the following conditions.

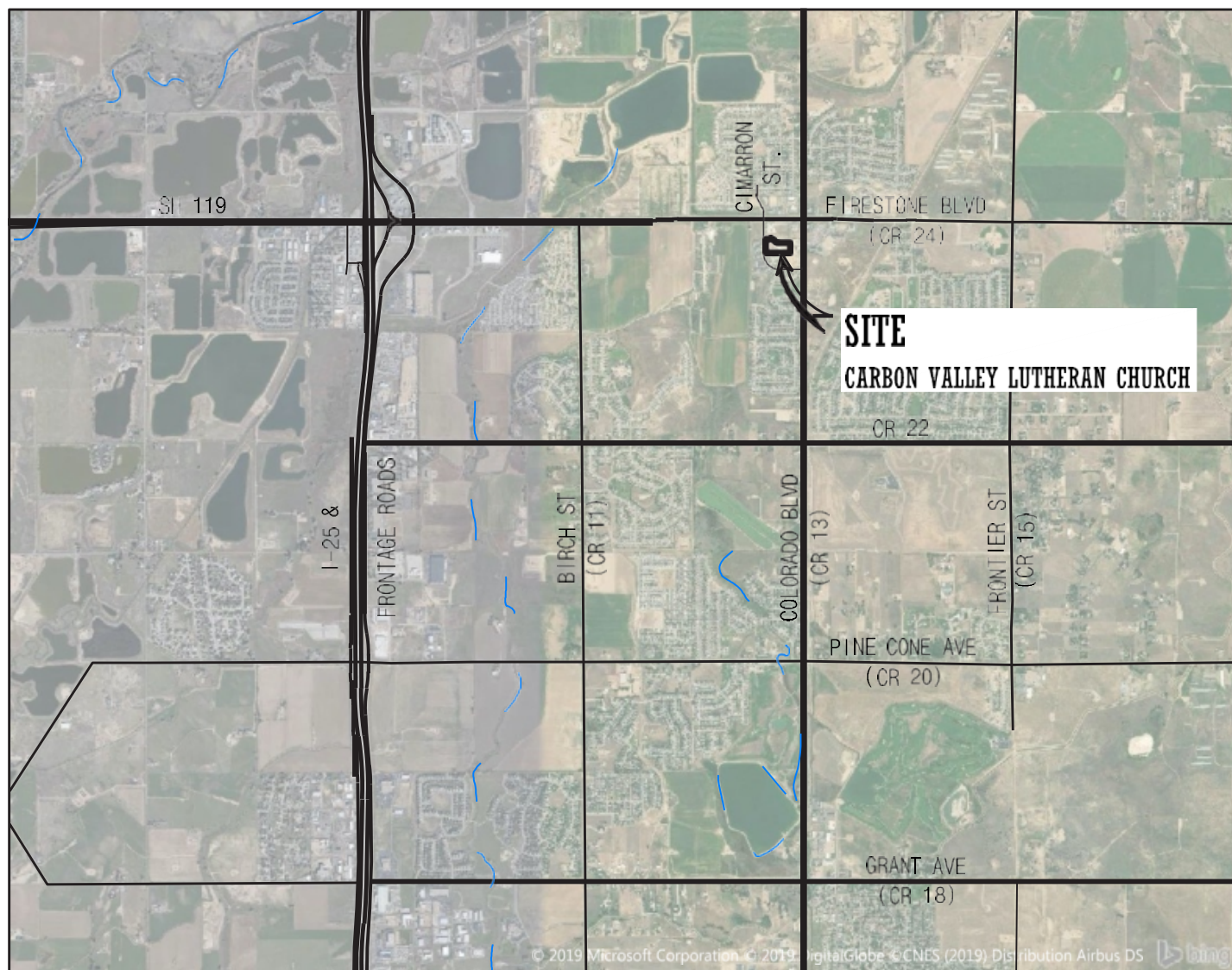
1. Provide an updated title commitment, showing Carbon Valley Lutheran Church as owner, when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Technical corrections to the Lot 7, Firestone Crossing Filing No. 1, Carbon Valley Lutheran Church Final Development Plan shall be made to the Town's satisfaction.

from Nurturing Plants to Nurturing Lives



**CARBON VALLEY LUTHERAN CHURCH
FIRESTONE, CO PLANNING SUBMITTAL**

2020 MAY 18



VICINITY MAP: LARGE AREA

SCALE: 1" = 4000'



VICINITY MAP: LOCAL/BLOCK AREA

SCALE: 1" = 200'





















CARBON VALLEY LUTHERAN CHURCH - FIRESTONE, CO

EXISTING CONDITIONS



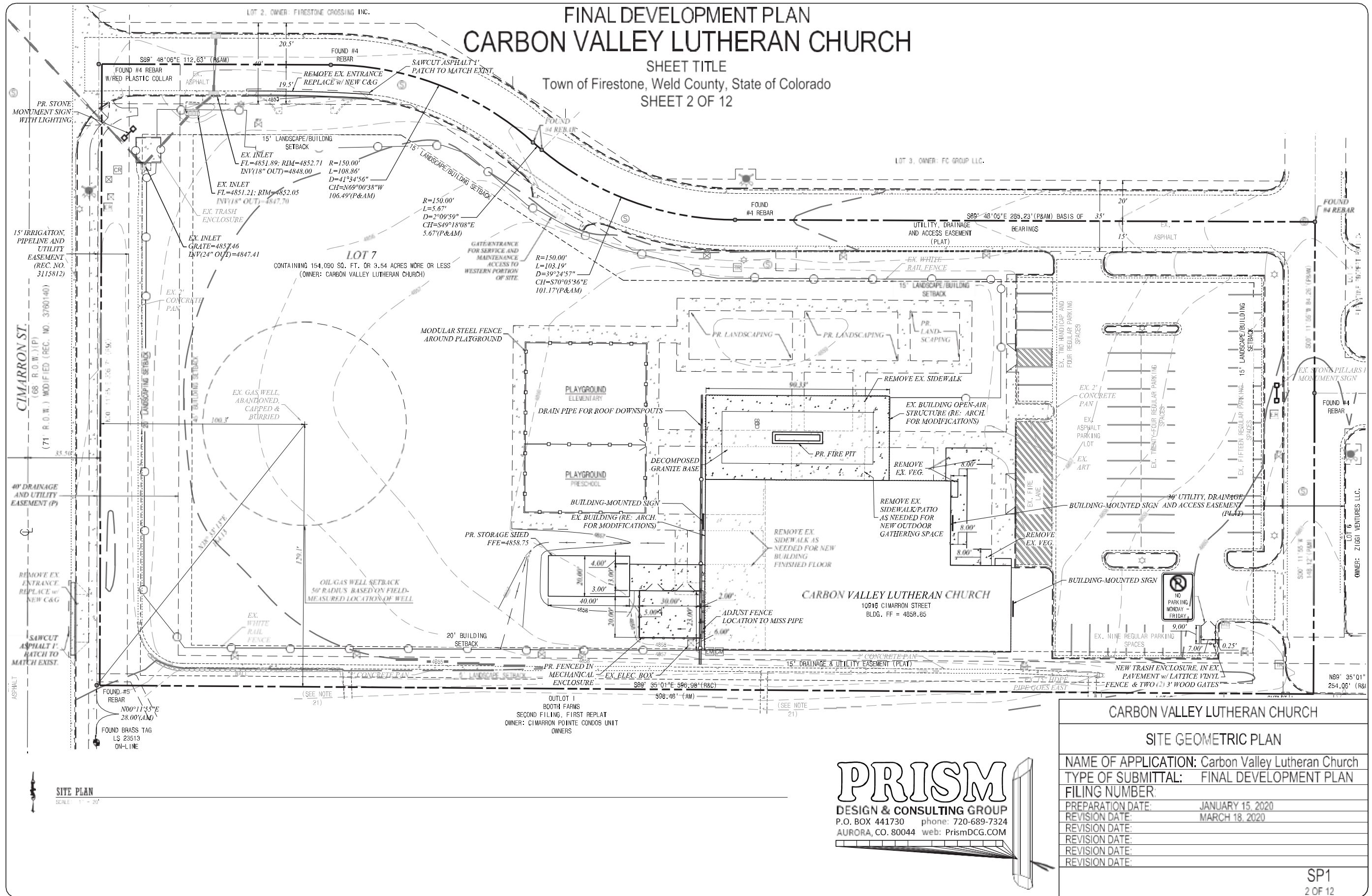


CARBON VALLEY LUTHERAN CHURCH - FIRESTONE, CO

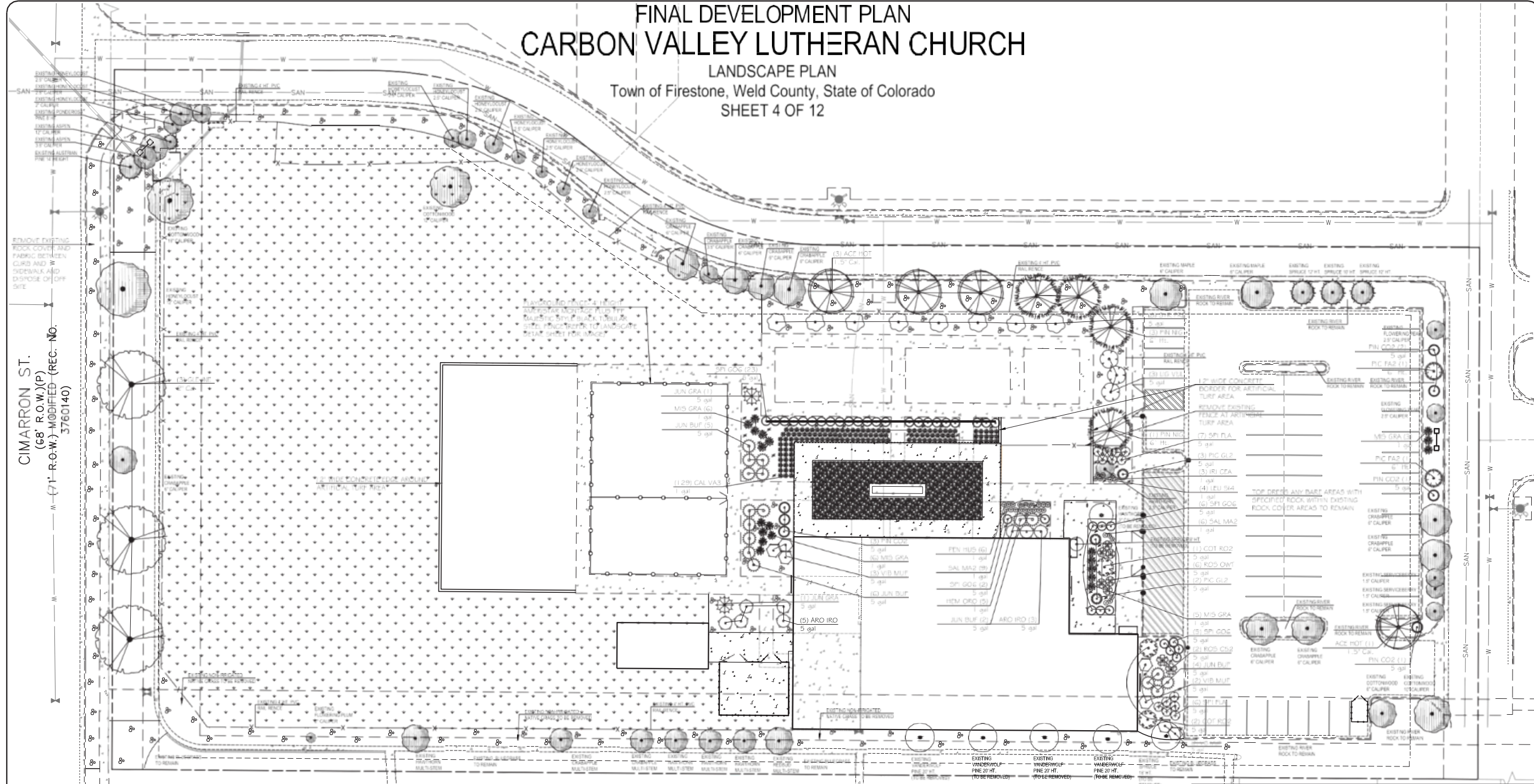
EXISTING CONDITIONS

FINAL DEVELOPMENT PLAN CARBON VALLEY LUTHERAN CHURCH

SHEET TITLE
Town of Firestone, Weld County, State of Colorado
SHEET 2 OF 12



FINAL DEVELOPMENT PLAN
CARBON VALLEY LUTHERAN CHURCH
LANDSCAPE PLAN
Town of Firestone, Weld County, State of Colorado
SHEET 4 OF 12

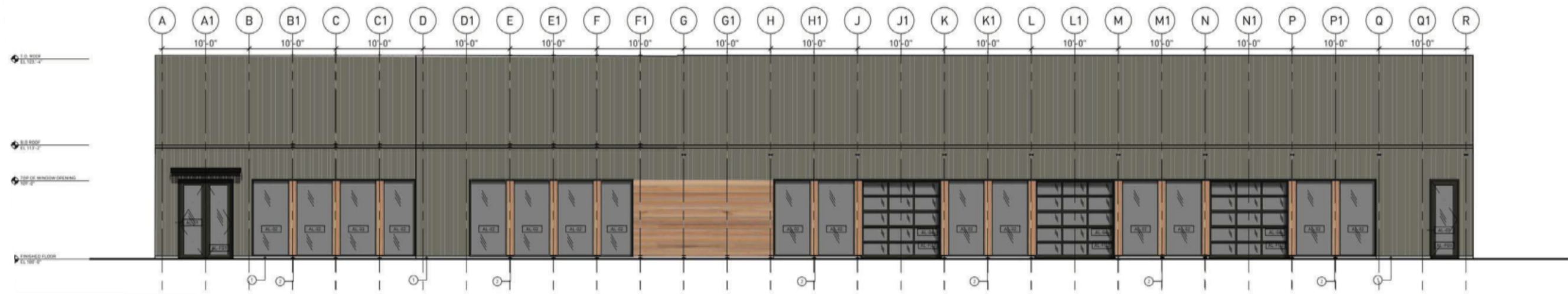


CIMARRON ST.
(68' R.O.W.)(P)
(71' R.O.W.) MODIFIED (REC. NO. 3760140)

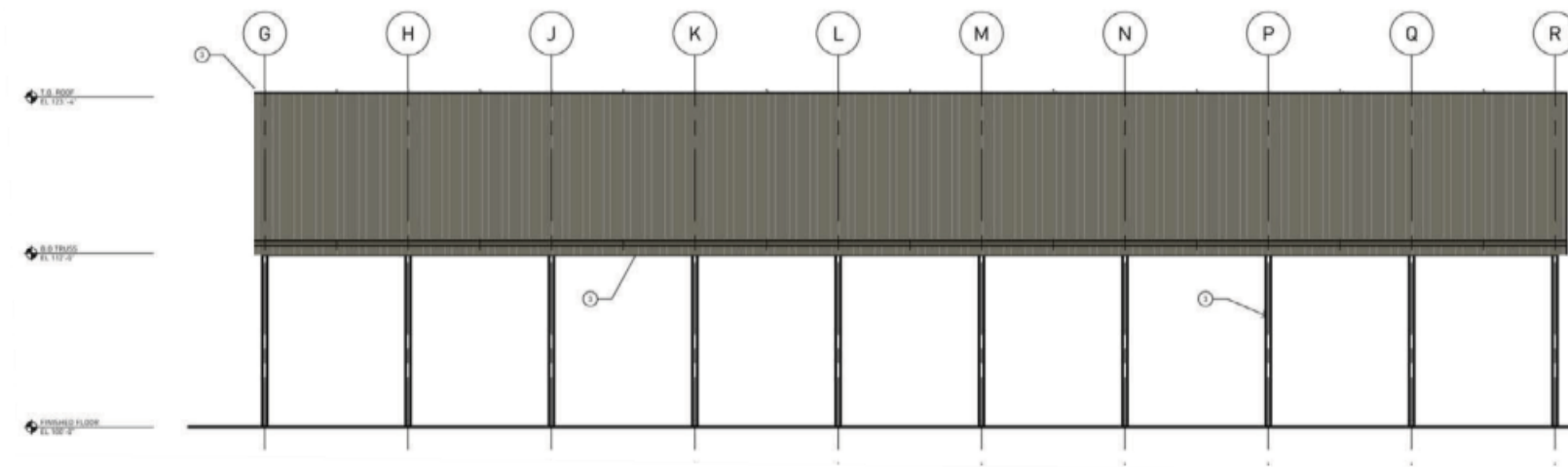
LANDSCAPE PLAN
SCALE: 1" = 20'

JWLA
JOE WALSH
LANDSCAPE ARCHITECT
P.O. Box 354
Palmer Lake, CO 80133
(719) 640-9428
(719) 358-2559 fax
jwalsharch@gmail.com

CARBON VALLEY LUTHERAN CHURCH	
LANDSCAPE PLAN	
NAME OF APPLICATION: Carbon Valley Lutheran Church	
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN	
FILING NUMBER:	
PREPARATION DATE:	December 30, 2019
REVISION DATE:	March 13, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
LS1	
4 OF 12	



05 NORTH ELEVATION NOT TOSCALE



04 NORTH ELEVATION NOT TOSCALE

EXTERIOR ELEVATIONS MATERIAL NOTES

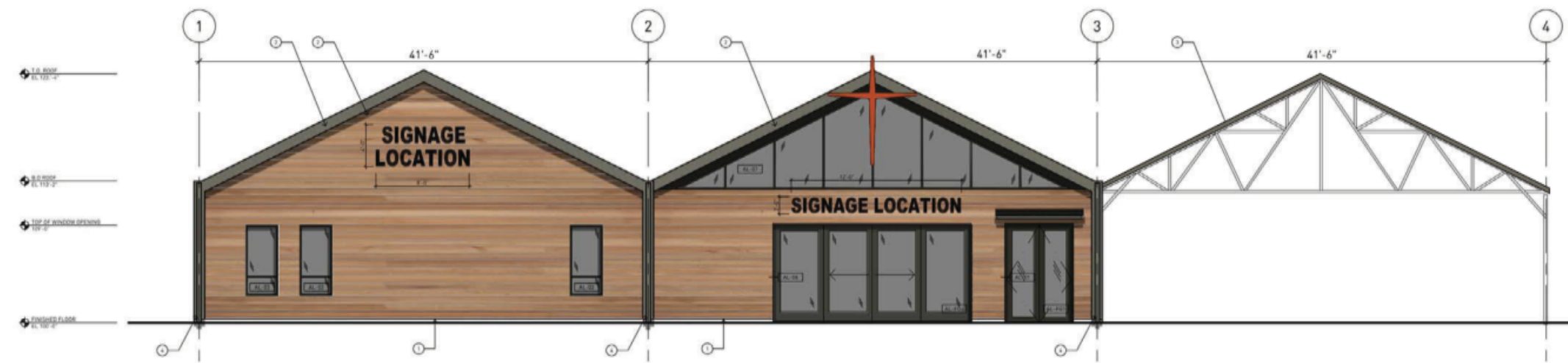
-  INSULATED METAL PANEL. PAINT - MEDIUM BRONZE - (METAL SPAN STANDARD COLOR)
-  THERMALLY TREATED WOOD CLADDING. BASIS OF DESIGN - THERMORYUSA.COM- KODIAK SPRUCE CLADDING

EXTERIOR ELEVATIONS GENERAL NOTES

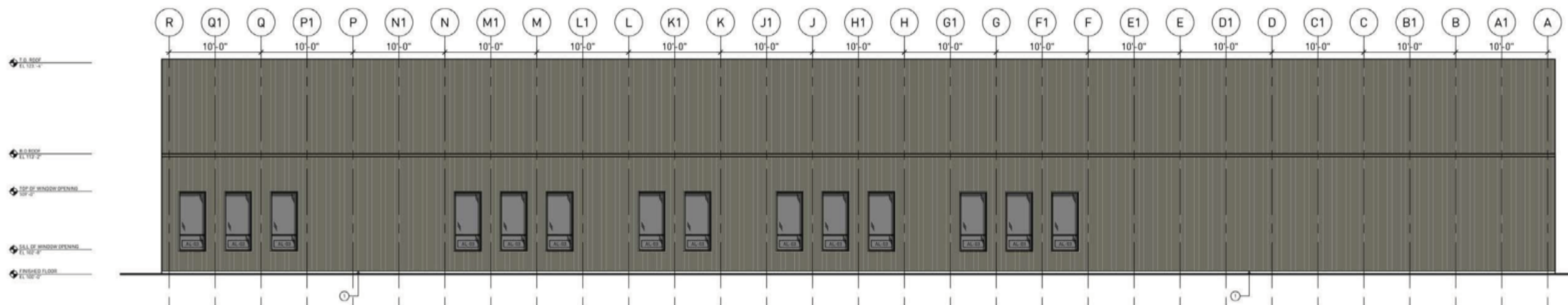
- A. PAINT ALL EXPOSED STEEL LINTELS TO MATCH ADJACENT MATERIAL COLOR (PA-4)
- B. MATERIALS LISTED BELOW ARE BASIS-OF-DESIGN MATERIALS. REFER TO SPECIFICATION FOR MORE DETAILED MANUFACTURER INFORMATION.

EXTERIOR ELEVATIONS MATERIAL IDENTIFICATION KEYNOTES

- 1. CONCRETE CURB.
- 2. PREFINISHED BREAK METAL FLASHING. COLOR TBD
- 3. PAINT EXISTING STRUCTURE TO MATCH INSULATED METAL PANEL.
- 4. DOWNSPOUTS. BOX PROFILE. COLOR TO ADJACENT BREAK METAL FLASHING.
- 5. MECHANICAL ENCLOSURE.



03 EAST ELEVATION NOT TO SCALE



02 SOUTH ELEVATION NOT TO SCALE



01 WEST ELEVATION NOT TO SCALE

EXTERIOR ELEVATIONS MATERIAL NOTES

-  INSULATED METAL PANEL, PAINT - MEDIUM BRONZE - (METAL SPAN STANDARD COLOR)
-  THERMALLY TREATED WOOD CLADDING, BASIS OF DESIGN - THERMORYUSA.COM- KODIAK SPRUCE CLADDING

EXTERIOR ELEVATIONS GENERAL NOTES

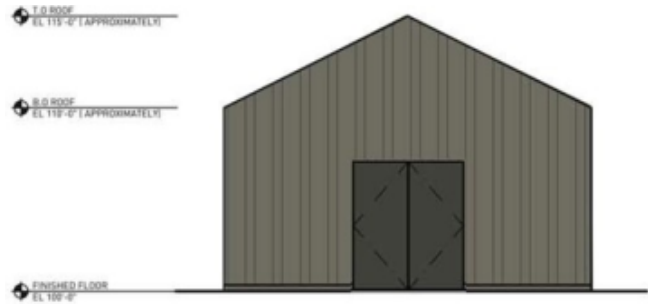
- A. PAINT ALL EXPOSED STEEL LINTELS TO MATCH ADJACENT MATERIAL COLOR (PA-4)
- B. MATERIALS LISTED BELOW ARE BASIS-OF-DESIGN MATERIALS. REFER TO SPECIFICATION FOR MORE DETAILED MANUFACTURER INFORMATION.

EXTERIOR ELEVATIONS MATERIAL IDENTIFICATION KEYNOTES

- 1. CONCRETE CURB.
- 2. PREFINISHED BREAK METAL FLASHING, COLOR TBD
- 3. PAINT EXISTING STRUCTURE TO MATCH INSULATED METAL PANEL.
- 4. DOWNSPOUTS, BOX PROFILE, COLOR TO ADJACENT BREAK METAL FLASHING.
- 5. MECHANICAL ENCLOSURE.



03 NORTH ELEVATION NOT TOSCALE



02 NORTH ELEVATION NOT TOSCALE



01 SOUTH ELEVATION NOT TOSCALE

EXTERIOR ELEVATIONS
MATERIAL NOTES

- INSULATED METAL PANEL, PAINT - MEDIUM BRONZE - (METAL SPAN STANDARD COLOR)
- THERMALLY TREATED WOOD CLADDING. BASIS OF DESIGN - THERMORYUSA.COM - KODIAK SPRUCE CLADDING

EXTERIOR ELEVATIONS
GENERAL NOTES

- A. PAINT ALL EXPOSED STEEL LINTELS TO MATCH ADJACENT MATERIAL COLOR (PA-X)
- B. MATERIALS LISTED BELOW ARE BASIS-OF-DESIGN MATERIALS. REFER TO SPECIFICATION FOR MORE DETAILED MANUFACTURER INFORMATION.

EXTERIOR ELEVATIONS
MATERIAL IDENTIFICATION KEYNOTES

- 1. CONCRETE CURB.
- 2. PREFINISHED BREAK METAL FLASHING. COLOR TBD
- 3. PAINT EXISTING STRUCTURE TO MATCH INSULATED METAL PANEL.
- 4. DOWNSPOUTS. BOX PROFILE. COLOR TO ADJACENT BREAK METAL FLASHING.
- 5. MECHANICAL ENCLOSURE.







CARBON VALLEY LUTHERAN CHURCH - FIRESTONE, CO

EXTERIOR RENDERING

I represent Carbon Valley Lutheran Church in connection with its pending application with the Town of Firestone. Carbon Valley Lutheran Church, as the applicant in such application, hereby expressly authorizes the Town to proceed with conducting the Planning and Zoning Commission and Town Board public hearings for the FDP for Lot 7, Firestone Crossing Filing No. 1 - Carbon Valley Lutheran Church under the Town's Telephonic Participation Policy. The applicant understands that the hearing will include accommodations made for Telephonic Participation by the applicant and/or the public. The applicant is waiving any legal challenge on the basis that the hearing will be conducted via Telephone Participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Spiegelberg', written in a cursive style.

April 29, 2020

Tim Spiegelberg, Pastor of Carbon Valley Lutheran Church

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-20-07

**A RESOLUTION RECOMMENDING APPROVAL OF A FINAL DEVELOPMENT
PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRESTONE
CROSSING FILING NO. 1**

WHEREAS, Carbon Valley Lutheran Church ("Applicant"), as owner of certain real property legally described as Lot 7, Firestone Crossing Filing No. 1, except that portion conveyed via quit claim deed at Reception No. 3760140 (the "Property"), has submitted a proposed final development plan for the Property, entitled "Final Development Plan Carbon Valley Lutheran Church" (the "Final Development Plan"); and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds and determines that the Application is complete, that the Applicant has met the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Regulations.

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends approval of the Final Development Plan, Carbon Valley Lutheran Church, attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
- (b) All minor, technical corrections to the Final Development Plan, Carbon Valley Lutheran Church shall be made to the Town's satisfaction.

PASSED AND ADOPTED this 21st day of May, 2020.

ATTEST:

Usantashy
Secretary



**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Discussion/Action

Meeting Date: May 27, 2020

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 20-56: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING PART 2A (SITE AND CONCRETE WORK) OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC.'S ST. VRAIN WATER TREATMENT PLANT PROJECT AGREEMENT

RECOMMENDATION

Staff recommends the Board approve the attached resolution awarding the Part 2A Construction Services for the CMAR Contract with Integrated Water Services, Inc. for an amount not to exceed \$5,279,310.00.

SUMMARY

The design of the St. Vrain Water Treatment plant is complete and ready for construction. Integrated Water Services Inc. (IWS) was previously selected as the Construction Manager at Risk (CMAR) for the project. CMAR allows for the contractor be part of the design team offering cost estimating services and providing input on issues of construct-ability and value engineering. Part 1 of the CMAR was for pre-construction services which are now completed. The initial phase of construction, Part 2A of the CMAR, will allow for site work such as grading and concrete to get underway. Part 2A also includes ordering long lead-time treatment process equipment. Part 2B of the project includes construction of the building and installation of the treatment systems and site tanks will be ready to start in a couple of months.

The current CMAR contract with IWS requires formal approval of the construction services portion of the project. Staff is presenting the attached resolution and associated contract documents awarding the Part 2A construction contract to IWS for consideration and action by the Board of Trustees.

FINANCIAL CONSIDERATIONS

The project is included in the debt financing for water projects also being approved by the Board. The Part 2A contract is being awarded with current cash on hand in the Water Fund but the intent is to pay for the project from bond proceeds as soon as they are available.

HISTORY AND PREVIOUS BOARD ACTION

In 2017, Firestone entered into a design contract with FEI Engineers (now Plummer Associates, Inc.) for the design of the St. Vrain Water Treatment Plant.

In January 2019, Firestone entered into a purchase agreement with Equova to provide the ultra-filtration membranes for the treatment process.

Resolution 19-54, approved by the Board on June 26, 2019, awarded the CMAR contract to IWS.

Resolution 20-39, approved by the Board on March 25, 2020, formally adopted the Firestone 2020-2050 Water Action Plan as the guiding document to be used by the Town to achieve the water resources objectives supporting the Town's planned growth.

ATTACHMENTS

1. St Vrain Part 2A Plant Project Agm Res
2. CD1 Cover
3. CD2 Site
4. CD3 Arch 1
5. CD4 Arch 2
6. D-415 Prospective Contractor Compliance
7. D-425 Price Proposal Form Part 2A
8. D-510 Notice of Award_Part 2A
9. D-525 Agreement Cost Plus_Part 2A
10. D-550 Notice to Proceed_Part 2A

RESOLUTION NO. 20-56

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING PART 2A (SITE AND
CONCRETE WORK) OF THE TOWN OF FIRESTONE AND
INTEGRATED WATER SERVICES, INC.'S ST. VRAIN WATER
TREATMENT PLANT PROJECT AGREEMENT**

WHEREAS, by adoption of Resolution 19-54, the Board of Trustees of the Town of Firestone and Integrated Water Services, Inc., ("IWS") entered into a Design Services Agreement for the St. Vrain Water Treatment Plant Project; and

WHEREAS, IWS has completed the design services work and is set to proceed with the Project's Site and Construction tasks (Part 2A); and

WHEREAS, commencement of Part 2A requires that the Town of Firestone issue a Notice of Award, that IWS submit a Price Proposal Form, and the parties execute a Notice to Proceed and an Agreement between Owner and Construction Manager At Risk on the Basis of Cost-Plus.

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

Part 2A of the Town of Firestone and Integrated Water Services Inc.'s St. Vrain Water Treatment Plant Project Agreement is approved in substantially the same form as the copies attached hereto and made a part of this Resolution, and the Mayor is authorized to issue the Notice of Award, execute the Notice to Proceed, and Agreement Between Owner and Construction Manager at Risk on the Basis of Cost Plus, and accept Integrated Water Services, Inc.'s Price Proposal Form on behalf of the Town of Firestone.

INTRODUCED, READ AND ADOPTED this__ day of_____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

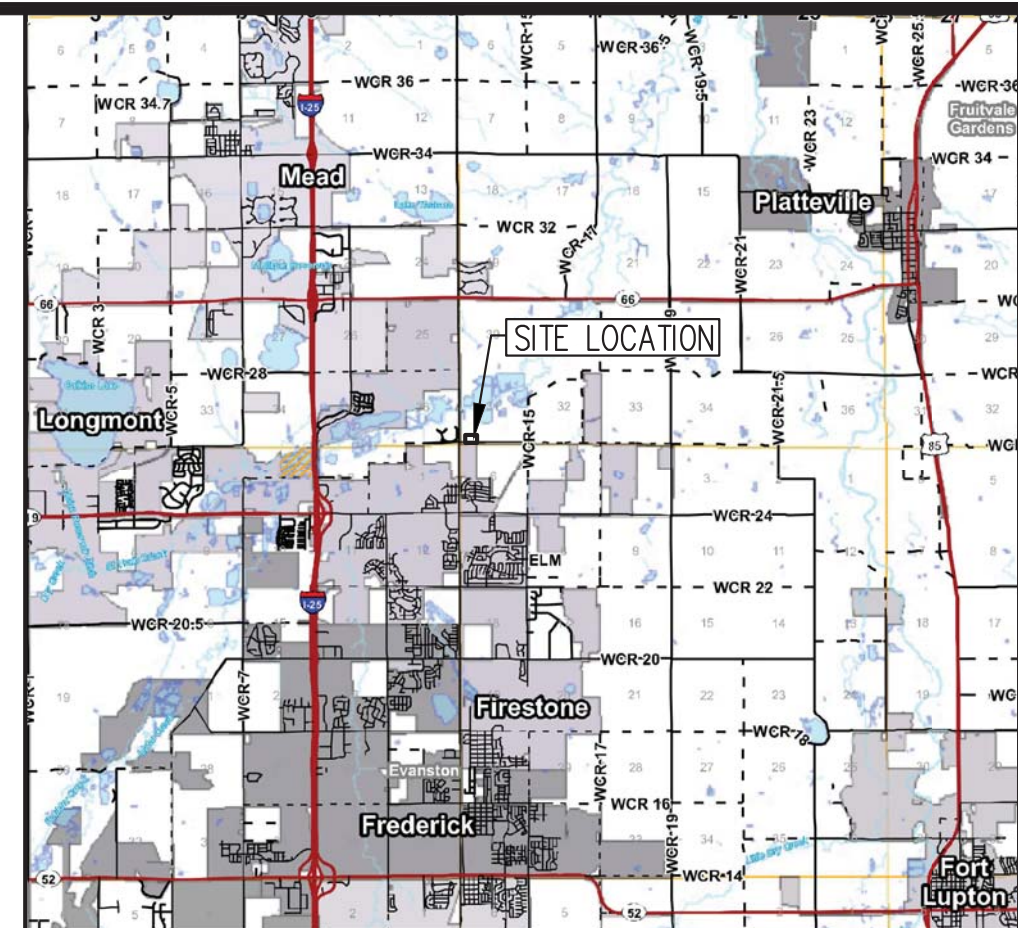
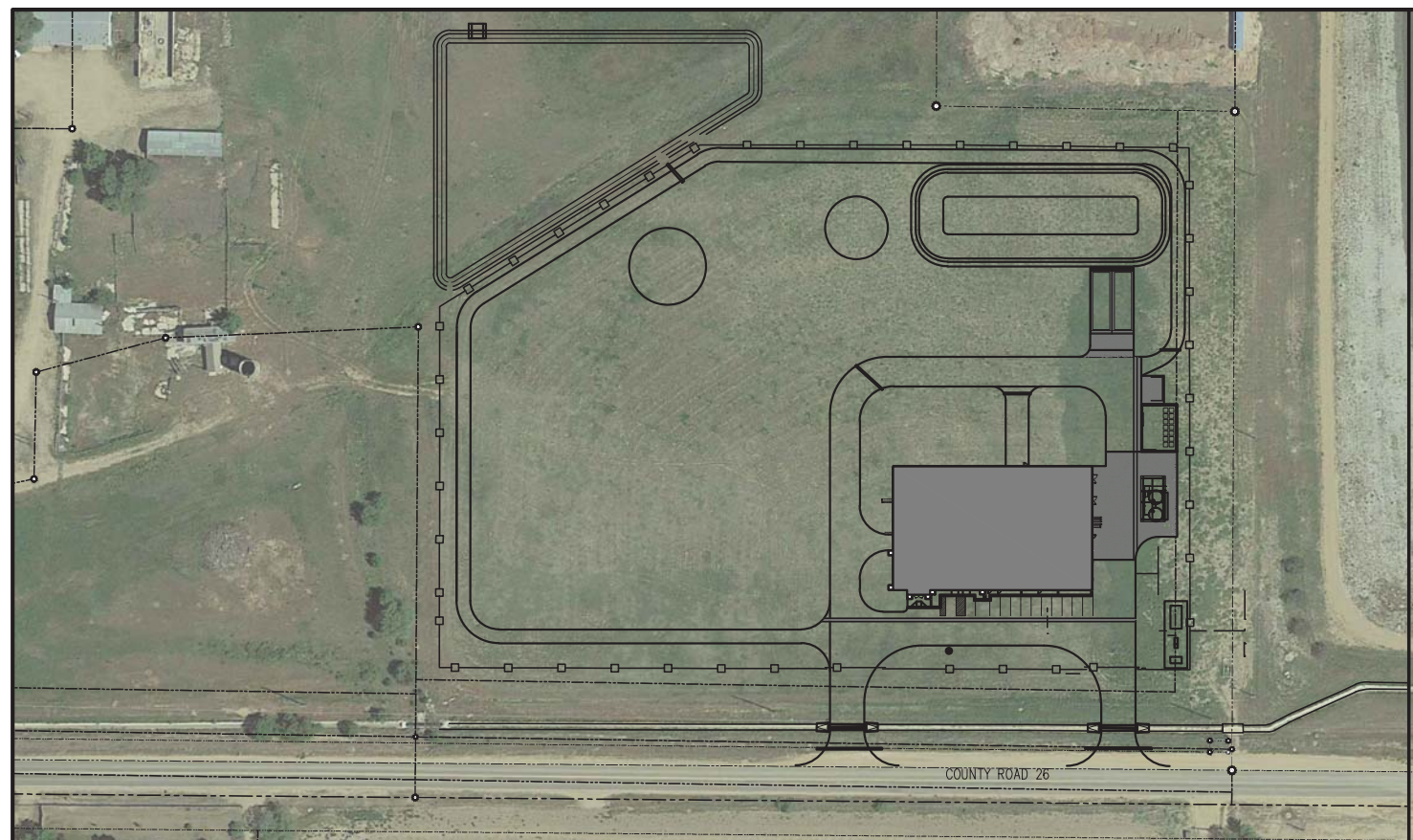
William P. Hayashi, Town Attorney



PLUMMER

1485 FLORIDA RD, SUITE C206 | DURANGO, CO 81301
970.247.0724 | TBPE REGISTERED FIRM NUMBER F-13

ST. VRAIN WATER TREATMENT FACILITY CONSTRUCTION SET MAY 2020

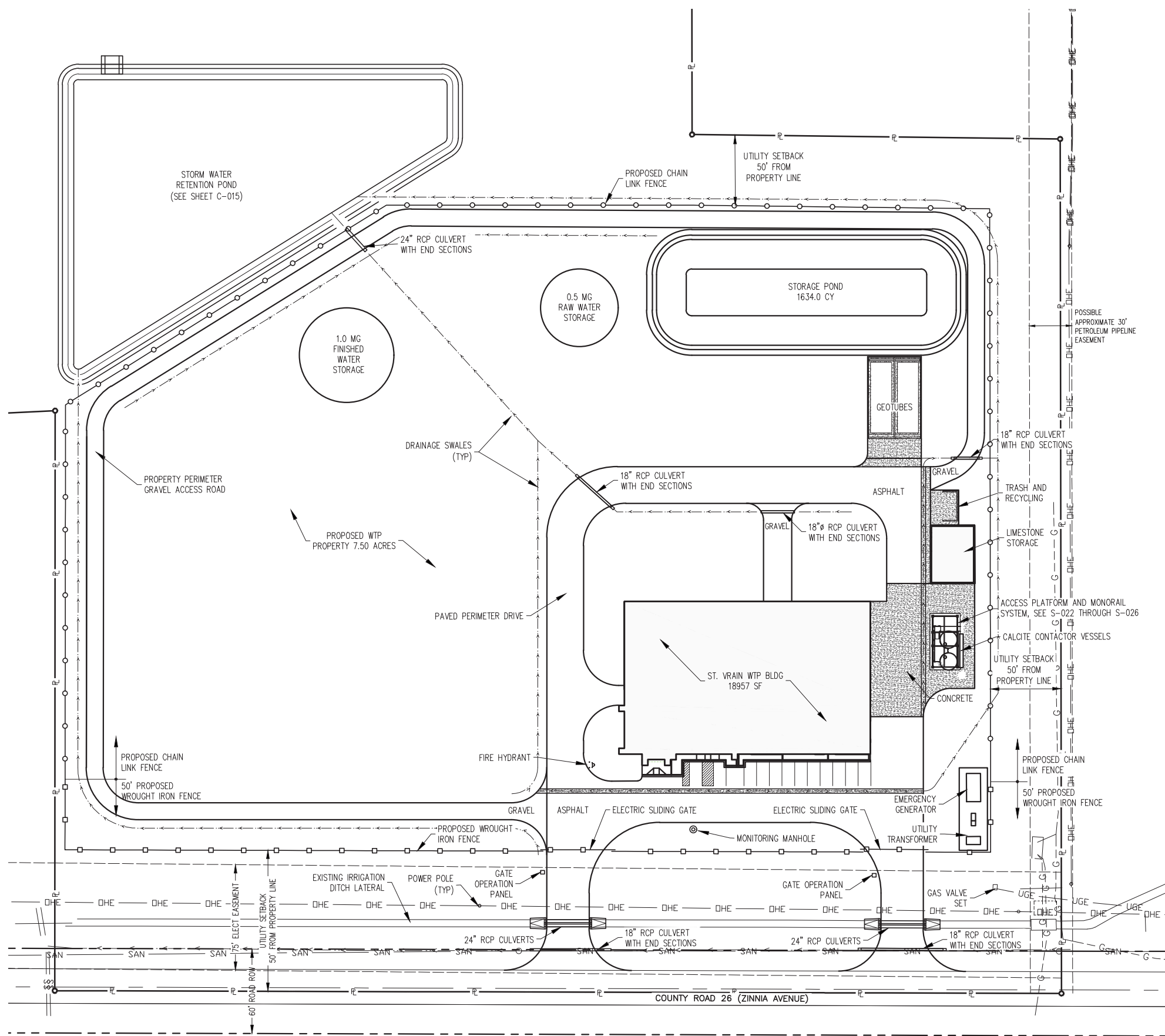


LOCATION MAP



VICINITY MAP

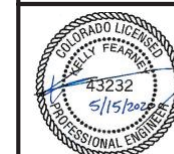




-	5/2020	CONSTRUCTION SET			
NO.	DATE	DESCRIPTION			

TOWN OF FIRESTONE
ST. VRAIN WATER TREATMENT FACILITY

OVERALL SITE PLAN



IF THIS BAR DOES NOT
MEASURE ONE INCH,
DRAWING IS NOT TO
LABELED SCALE

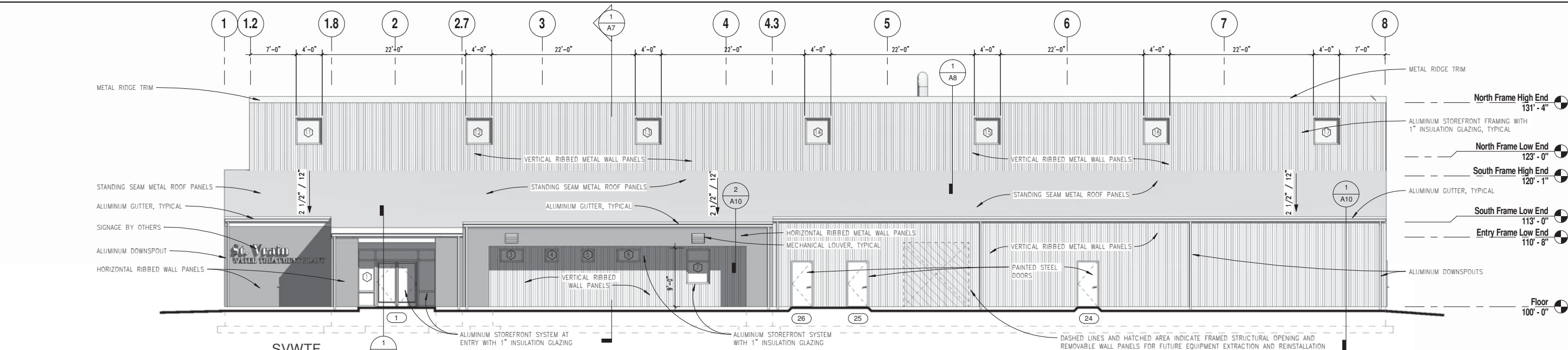
DESIGNED	<u>J. PAIZ</u>
DRAWN	<u>R. PEMBERTON</u>
CHECKED	<u>K. FEARNEY</u>
REVIEWED	<u>P. O'BRIEN</u>

Seq.	of
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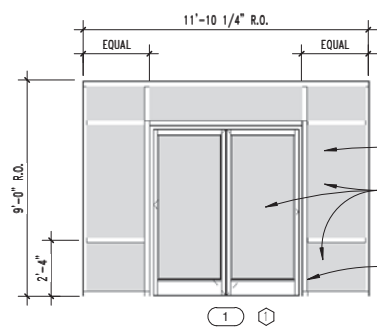
Dwg. No.	C-002
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4129-001-01

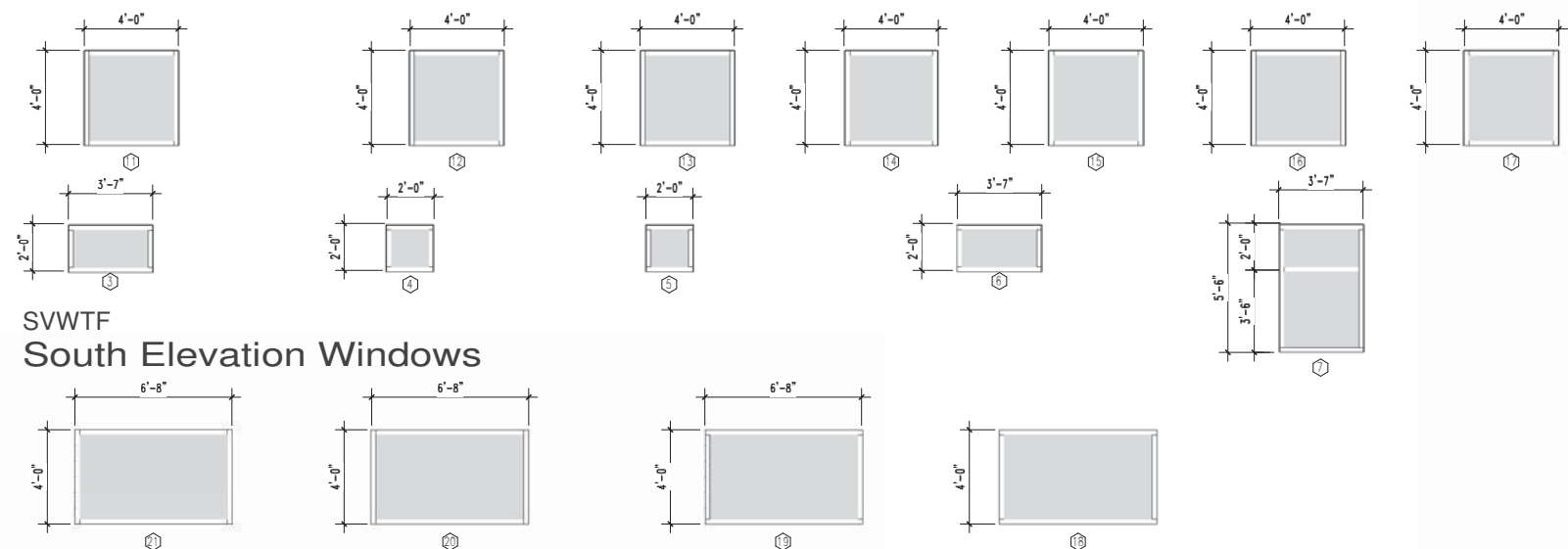
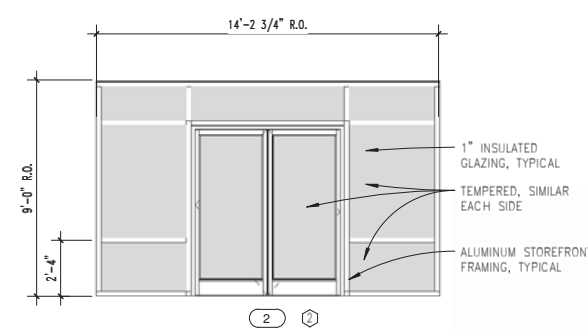
PRINTED: 5/19/2020 9:19 AM V:\CADD DRAWINGS\FRACHETTI\FRSTN-0305 - FIRESTONE WTP DESIGN\C-002_ OVERALL SITE PLAN.dwg SAVED: 5/18/2020 1:16 PM SAVED BY: Rpmberhton USER: Rpmberhton, Ron



SVWTF
1 South Elevation
1/8" = 1'-0"



SVWTF
Exterior Entry Storefronts

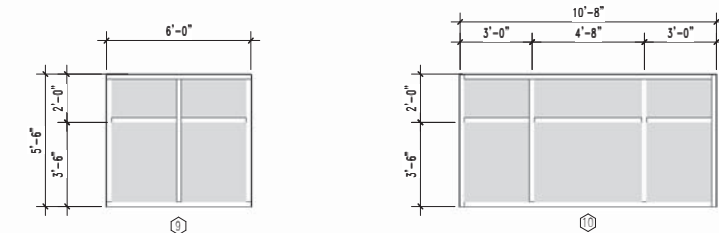


SVWTF
South Elevation Windows

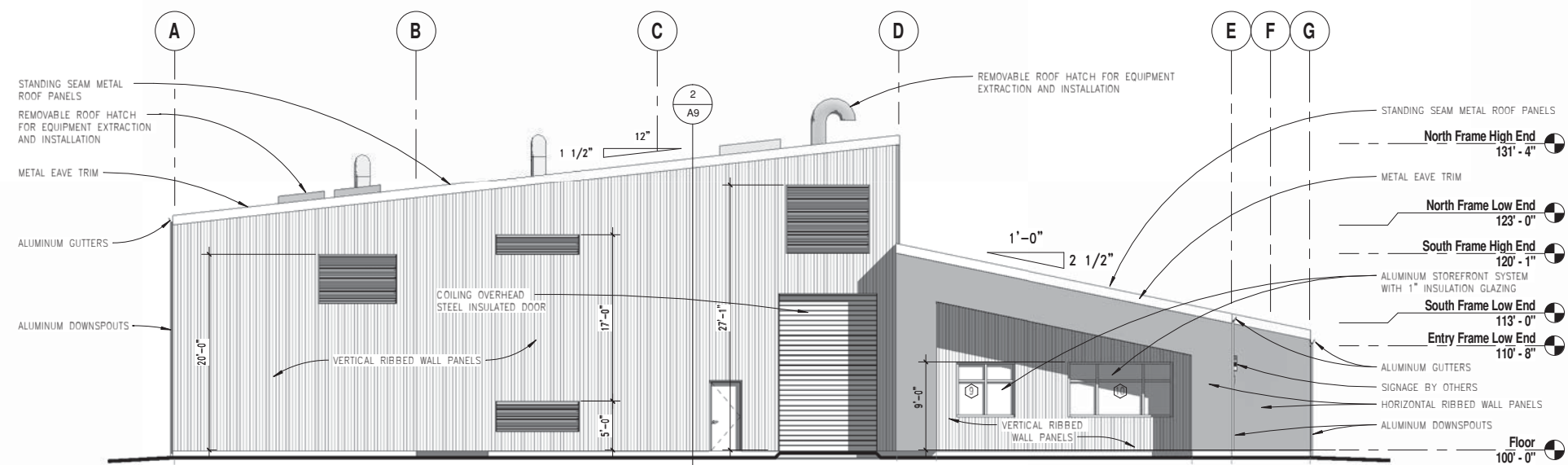
SVWTF
Interior Windows
INTERIOR WINDOWS NUMBERED 18, 19, 20, AND 21 REQUIRE OPENING ASSEMBLIES TESTED IN ACCORDANCE WITH ASTM E 119 OR UL 263 WITH 1-HOUR RATING TO MATCH WALL RATING (IBC SECTION 707.6, EXCEPTION 3).

GENERAL WINDOW NOTES: FOR ALL EXTERIOR AND INTERIOR WINDOWS:
1. ALL WINDOW ELEVATION DRAWINGS ARE 1/4" = 1'-0" SCALE.
2. ALL FRAMING SYSTEMS ARE ALUMINUM STOREFRONT ASSEMBLIES.
3. ALL GLAZING IS 1" INSULATION GLAZING, TYPICAL AND FIRE RATED TO MATCH WALL ASSEMBLY CONSTRUCTION, NOTABLY WINDOWS 18 THROUGH 21.
4. SEE ELEVATIONS FOR EXTERIOR WINDOW INSTALLATION HEAD HEIGHTS ABOVE FLOOR SLAB. INTERIOR WINDOW HEAD HEIGHT INSTALLATIONS AT 7'-4" ABOVE FLOOR SLAB TO FIT CONCRETE MASONRY UNIT COURSING.
5. TEMPERED GLAZING REQUIRED AT ENTRY DOORS AND ADJACENT WINDOWS.
6. INTERIOR WINDOWS NUMBERED 18, 19, 20, AND 21 REQUIRE OPENING ASSEMBLIES TESTED IN ACCORDANCE WITH ASTM E 119 OR UL 263 WITH 1-HOUR RATING TO MATCH WALL RATING (IBC SECTION 707.6, EXCEPTION 3).

SVWTF
East Elevation Window



SVWTF
West Elevation Windows



SVWTF
2 West Elevation
1/8" = 1'-0"



PLUMMER

1485 FLORIDA ROAD, SUITE C206 | DURANGO, CO 81301
970.247.0704 | TYPE REGISTERED FIRM NUMBER F-13

TWS	BY
CONSTRUCTION SET	REVISION
5/20	DATE
NO.	

TOWN OF FIRESTONE
ST. VRAIN WATER TREATMENT FACILITY

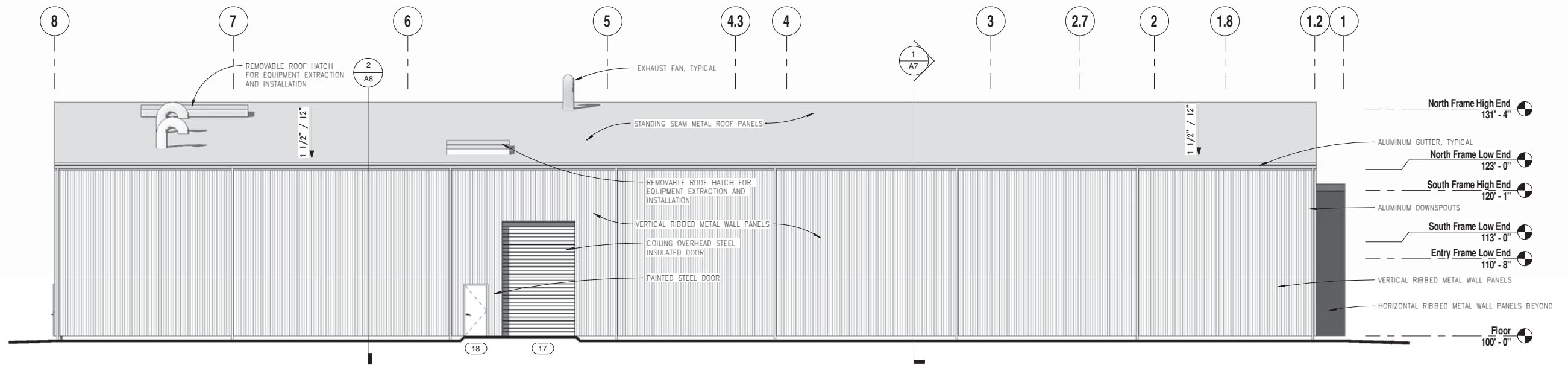
SOUTH AND WEST ELEVATIONS

BAR IS ONE INCH ON ORIGINAL DRAWING
ONE INCH

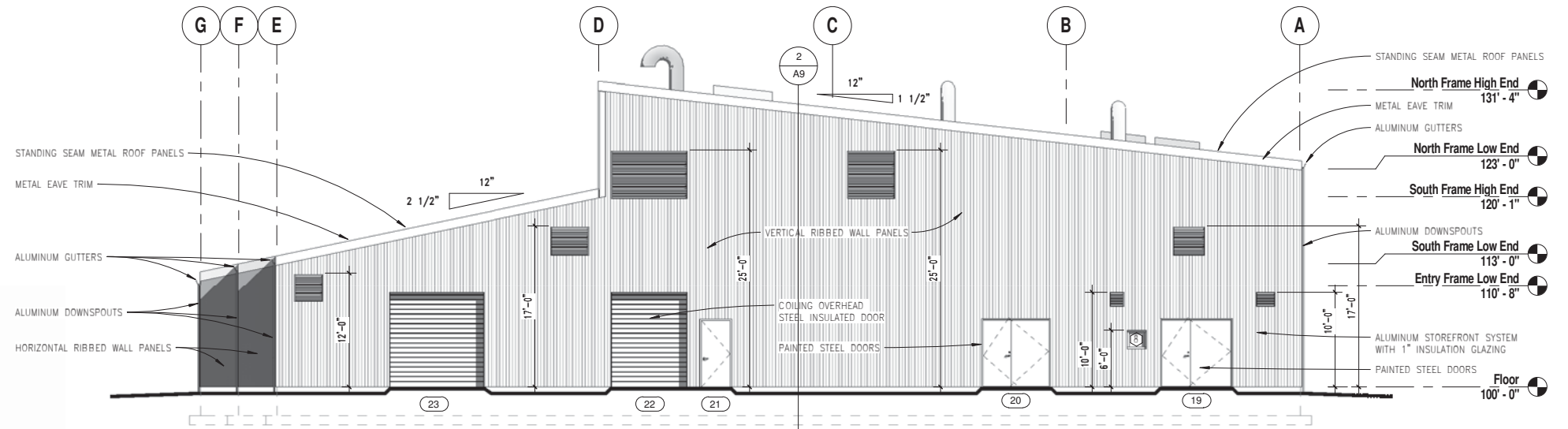
DESIGNED _____
DRAWN T. SAVORY
CHECKED K. FEARNEY
REVIEWED P. O'BRIEN

Seq. of _____
Dwg. No. **A4**

4129-001-01

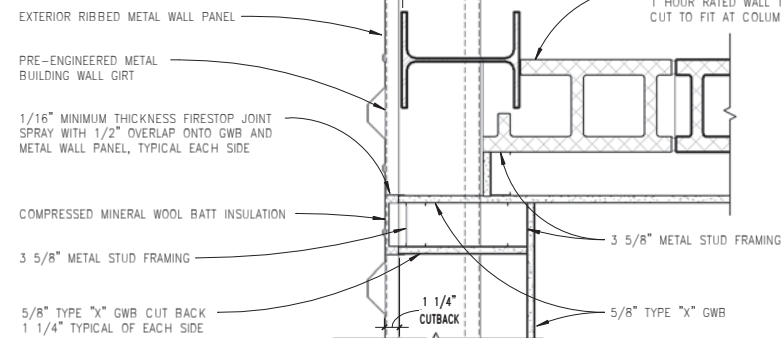


SVWTF
1 North Elevation
1/8" = 1'-0"

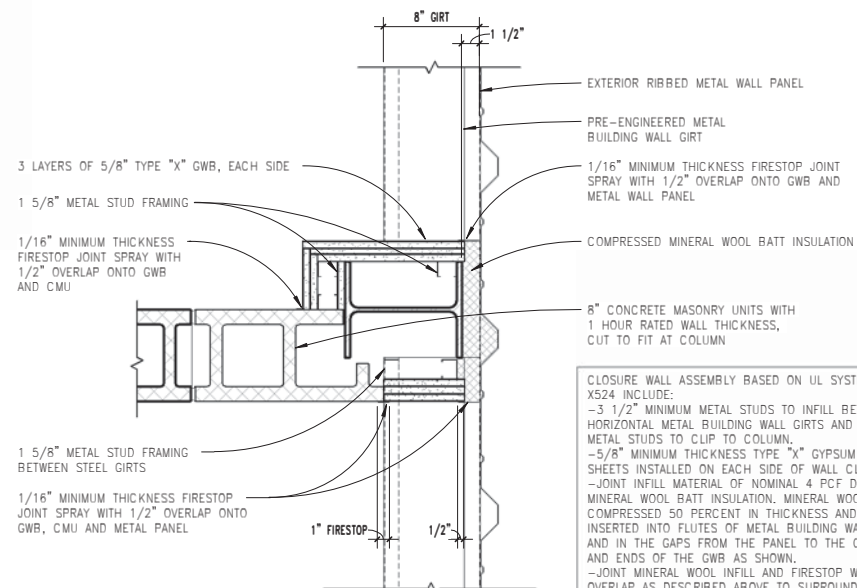


SVWTF
2 East Elevation
1/8" = 1'-0"

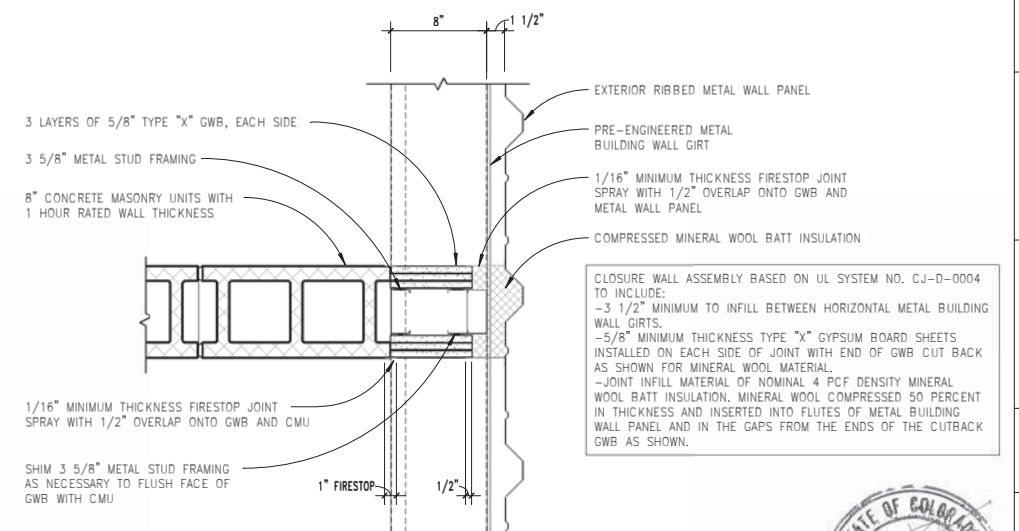
CLOSURE WALL ASSEMBLY BASED ON UL SYSTEM NO. CJ-D-0004 TO INCLUDE:
-3 1/2" MINIMUM TO INFILL BETWEEN HORIZONTAL METAL BUILDING WALL GIRTS.
-5/8" MINIMUM THICKNESS TYPE "X" GYPSUM BOARD SHEETS INSTALLED ON EACH SIDE OF JOINT WITH END OF GWB CUT BACK AS SHOWN FOR MINERAL WOOL MATERIAL.
-JOINT INFILL MATERIAL OF NOMINAL 4 PCF DENSITY MINERAL WOOL BATT INSULATION, MINERAL WOOL COMPRESSED 50 PERCENT IN THICKNESS AND INSERTED INTO FLUTES OF METAL BUILDING WALL PANEL AND IN THE GAPS FROM THE ENDS OF THE CUTBACK GWB AS SHOWN.



SVWTF
3 West CMU Interior Wall Closure
1 1/2" = 1'-0"



SVWTF
4 East CMU Interior Wall Closure
1 1/2" = 1'-0"



SVWTF
5 CMU Wall Closure at Chlorine Rooms
1 1/2" = 1'-0"



D-415 - PROSPECTIVE CONTRACTOR COMPLIANCE CERTIFICATE
(To Be Executed by Bidder Prior to Executing a Public Contract for Services)

In connection with the proposed St. Vrain Water Treatment Plant and pursuant to Section 8-17.5-102(1), C.R.S., the undersigned prospective Contractor hereby certifies that, as of the date of this Certificate, it does not knowingly employ or contract with an illegal alien and it has participated or attempted to participate in the Basic Pilot Employment Verification Program (as such term is defined in Section 8-17.5-101(1), C.R.S.) in order to verify that it does not employ any illegal aliens.

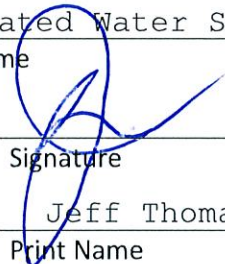
This Certificate is dated the 15th day of May, 2020.

BIDDER

Integrated Water Services, Inc.

Firm's Name

By:


Signature

5/15/20

Date

Jeff Thomas

VP

Print Name

Title

H.B. 06-1343 MODEL LANGUAGE SUPPLEMENT

[The following text is to be inserted in all “contracts for public services” in accordance with Section 8-17.5-101 *et seq.*, C.R.S.]

1. Illegal Aliens – Public Contracts for Services.

The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of Section 8-17.5-101(2)(b)(I), C.R.S. The Contractor shall not use Basic Pilot Program Procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or Section 8-17.5-101 *et seq.*, C.R.S., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

**D-425 - PRICE PROPOSAL FORM
(PART 2A – CONSTRUCTION PHASE)**

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D-425 - PRICE PROPOSAL FORM
(PART 2A – CONSTRUCTION PHASE)

ARTICLE 1 – PRICE PROPOSAL RECIPIENT

- 1.01 This Price Proposal is submitted to:
Town of Firestone
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520
- 1.02 The undersigned Proposer proposes and agrees, if this Price Proposal is accepted and Owner awards the Construction Manager at Risk contract to Proposer, to enter into Construction Manager at Risk contract with Owner in the form included in the RFP Documents, to perform all Work as specified or indicated in the RFP Documents for the prices and within the times indicated in this Price Proposal and in accordance with the other terms and conditions of the RFP Documents.

ARTICLE 2 – PROPOSER'S ACKNOWLEDGEMENTS

- 2.01 Proposer accepts all of the terms and conditions of the Request for Proposals, including without limitation those dealing with the disposition of Price Proposal security. This Price Proposal will remain subject to acceptance for 90 days after the Price Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.
- 2.02 Proposer's attention is directed to the provisions of Paragraph 13.06 of the Agreement which provide for the assignment of the Contract to a Construction Manager at Risk designated by the Buyer to construct the Water Treatment Plant Improvements Project. Proposer should consider the application of the terms and conditions of the Contract Documents after assignment and is advised of the duty to continue to perform the Contract after it has been assigned to the Construction Manager at Risk. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Agreement.

ARTICLE 3 – PROPOSER'S REPRESENTATIONS

- 3.01 In submitting this Price Proposal, Proposer represents that:
- A. Proposer has examined and carefully studied the RFP Documents, and any data and reference items identified in the RFP Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>03/24/2020</u>
<u>2</u>	<u>04/20/2020</u>
<u>3</u>	<u>05/15/2020</u>

- B. Proposer has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Proposer is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Proposer has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings (if any) of physical conditions relating to existing surface or subsurface structures at the Site, that Owner has identified or made available to Proposer, especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that Owner has identified or made available to Proposer, especially with respect to Technical Data in such reports and drawings.
- E. Proposer has considered the information known to Proposer itself, and to members of Proposer's design-build team; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFP Documents; and the Site-related reports and drawings (if any) identified in the RFP Documents or otherwise made available to Proposer, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the project design; (3) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer; and (4) Proposer's safety precautions and programs.
- F. Proposer agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the preparation of its Proposal for performance of the Work at the prices stated and within the times required, and in accordance with the other terms and conditions of the RFP Documents.
- G. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the RFP Documents.
- H. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Proposer has discovered in the RFP Documents, and confirms that the written response from Owner is acceptable to Proposer.
- I. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Price Proposal constitutes an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, and that without exception the Price Proposal and all prices in the Price Proposal are premised upon performing and furnishing the Work required by the RFP Documents.

ARTICLE 4 – PROPOSER'S CERTIFICATION

4.01 Proposer certifies that:

- A. This Price Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Price Proposal;

- C. Proposer has not solicited or induced any individual or entity to refrain from submitting a Price Proposal; and
- D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Owner, (b) to establish prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF PRICE PROPOSAL

5.01 Proposer will complete the Work in accordance with the Contract Documents for the following price(s):

- A. STIPULATED PRICE PROPOSAL: NOT USED.
- B. UNIT PRICE PROPOSAL: NOT USED.
- C. COST-PLUS-FEE PRICE PROPOSAL

The Cost of the Work (other than Unit Price and other excluded Work), determined as provided in the Agreement, together with the following fee, and subject to the Guaranteed Maximum Price:

1. Cost of Work Part 2A Base Bid:	\$	<u>4,413,271</u>
2. Cost of Work Part 2A Geotechnical Allowance:	\$	<u>92,000</u>
3. Cost of Work Part 2A Contingency:	\$	<u>242,487</u>
4. Cost of Work Part 2A Winter Contingency:	\$	<u>95,080</u>
5. CMAR Fixed Fee Part 2A:	\$	<u>436,472</u>

The **Part 2A Guaranteed Maximum Price** to Owner of the Cost of the Work including Construction Manager at Risk's Fee will not exceed \$ 5,279,310

Cost of Work Part 2B Base Bid:	\$	<u>N/A</u>
Cost of Work Part 2B Contingency:	\$	<u>N/A</u>
CMAR Fixed Fee Part 2B:	\$	<u>N/A</u>

The total **Guaranteed Maximum Price** (Part 2A plus Part 2B) to Owner of the Cost of the Work including Construction Manager at Risk's Fee will not exceed \$ N/A

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Proposer agrees that the Work will be substantially complete within 480 calendar days after the delivery of the Notice to Proceed Part 2A and will be completed and ready for final payment in accordance with Paragraph 14.06 of the General Conditions within 60 calendar days after substantial completion.
- 6.02 Proposer accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS PRICE PROPOSAL

- 7.01 The following documents are submitted with and made a condition of this Price Proposal:
- A. D-415 Contractor Compliance Certification
 - B. Required Price Proposal Security

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Price Proposal with initial capital letters have the meanings stated in the RFP, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – PRICE PROPOSAL SUBMITTAL

PROPOSER:

Integrated Water Services, Inc.

By Signature:



Printed name:

Dave Patton

(If Proposer is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Title:

President

Date:

5/15/20

Attest Signature:



Printed name:

Jeff Thomas

Address for giving notices:

PO Box 774565

Steamboat Springs, CO 80477

Telephone Number:

720-221-4366

E-mail address:

jthomas@integratedwaterservices.com

Proposer's License No.:

n/a

**D-510 – NOTICE OF AWARD
(PART 2A: CONSTRUCTION PHASE SERVICES)**

Owner:	<u>Town of Firestone</u>
Contractor:	<u>Integrated Water Services, Inc.</u>
Engineer:	<u>Plummer Associates, Inc.</u>
Project:	<u>St. Vrain Water Treatment Plant</u>

TO BIDDER:

Part 2A: Construction Phase Services:

You are notified that Owner has accepted **Part 2A of the Construction Phase Bid** dated May 15, 2020 for the above Contract, and that you are awarded a Contract for:

St. Vrain Water Treatment Plant

[Describe Work, Alternates, or Sections of Work Awarded]

The Contract Price includes:

1) Cost Plus Fee:

- | | | |
|---|----|------------------|
| a. Cost of Work Part 2A Base Bid (minus previous payments by Owner): | \$ | <u>4,413,271</u> |
| b. Cost of Work Part 2A Geotechnical Allowance: | \$ | <u>92,000</u> |
| c. Cost of Work Part 2A Contingency: | \$ | <u>242,487</u> |
| d. Cost of Work Part 2A Winter Contingency: | \$ | <u>95,080</u> |
| e. CMAR Fixed Fee Part 2A: | \$ | <u>436,472</u> |
| f. Part 2A Guaranteed Maximum Price to Owner for the Cost of the Work for including the Cost of Work and the Construction Manager at Risk's Fee will not exceed: \$ <u>5,279,310</u> | | |

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 30 calendar days of the date of receipt of this Notice of Award:

1. Deliver to Owner 1 electronic counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 calendar days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

OWNER

Town of Firestone

Owner's Name

By:

Signature

Date

Print Name

Title

Copy: Engineer

**D-525 - AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
AT RISK ON THE BASIS OF COST-PLUS
(PART 2A – CONSTRUCTION PHASE)**

THIS AGREEMENT is by and between Town of Firestone (“Owner”), and
Integrated Water Services (“Construction Manager at Risk”).

PROJECT INFORMATION

Project: St. Vrain Water Treatment Plant.

Construction Manager at Risk Contract: _____ (“Contract”).

Engineer: Owner has retained Plummer Associates, Inc. (“Engineer”) for the performance of professional engineering services for this project.

Owner and Construction Manager at Risk hereby agree as follows:

ARTICLE 1 – THE WORK

1.01 General Description of Work

- A. Construction Manager at Risk shall complete all Work as specified or indicated in the Contract. The Work is generally described as the construction of the following:
1. The proposed Project includes construction of a new greenfield water treatment facility (WTF) to treat alluvial and future surface water sources to provide potable water for municipal supply. The WTF processes will include pretreatment using flocculation and sedimentation, filtration using pressurized ultrafiltration (UF) followed by reverse osmosis (RO), corrosion control, and disinfection using chlorination. Multiple chemical feed systems are required to support these processes.
 2. Phase 1 design flow is 1.5 million gallons per day (MGD) with multiple equipment components sized and planned for a future Phase 2 expansion to 5 MGD. The UF system has been pre-procured by the Town of Firestone; the procurement contract with the Seller, Evoqua, will be assigned to the Contractor. The RO system has not been pre-procured and will be selected by the Contractor with Engineer approval.
 3. Site infrastructure will include water storage tanks, yard piping, dewatering system, recycle pond, stormwater pond, connection to water, sanitary, and dry utilities, parking and driveway areas. The proposed plant building is approximately 19,500 square feet and a metal building with metal roof. An additional metal building, approximately 1,300 square feet will provide limestone storage. Multiple below grade concrete basins are proposed inside the plant footprint.
- B. The Scope of Work associated with Part 2A Construction Phase Services are identified by the Construction Manager at Risk in their proposal as attached to this Agreement. The scope of work and fees associated with Part 2A will eventually be incorporated in the Part 2B Agreement. The Part 2B scope of work will include all Work and will be inclusive of Part 2A and Part 2B.

ARTICLE 2 – CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Construction Manager at Risk's attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract Documents, are of the essence of the Contract.

2.02 *Contract Times: Dates*

- A. NOT USED

2.03 *Contract Times: Days – Not Applicable to Part 2A*

- A. Construction Manager at Risk shall substantially complete the Work within 480 calendar days after Notice to Proceed.
- B. Construction Manager at Risk shall have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, within 60 days after the Substantial Completion Date.

2.04 *Liquidated Damages - Not Applicable to Part 2A*

- A. Construction Manager at Risk and Owner recognize that time is of the essence as stated in Paragraph 2.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, as such may be revised in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Construction Manager at Risk agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Construction Manager at Risk shall pay Owner \$ ____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Construction Manager at Risk shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Construction Manager at Risk shall pay Owner ____ for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. *Liquidated damages:* failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.
 - 4. Milestones: NOT USED.
- B. NOT USED.

ARTICLE 3 – CONTRACT PRICE

3.01 *Cost-Plus-Fee*

- A. Owner shall pay Construction Manager at Risk for completion of the Work in accordance with the Contract Documents the Cost of the Work plus Construction Manager at Risk's fee, both of which shall be determined as provided in Articles 4 and 5 below, subject to additions and deletions as provided in the Contract, and subject to the limitations set forth in Article 6 below.

ARTICLE 4 – COST OF THE WORK

4.01 *Costs and Documentation*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Construction Manager at Risk in the proper performance of the Work. Such costs shall not include any of the costs itemized in Paragraph 4.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Construction Manager at Risk in the performance of the Work under schedules of job classifications agreed upon by Owner and Construction Manager at Risk in advance of the subject Work.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages (including overtime wages) plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Construction Manager at Risk. For purposes of this Paragraph 4.01.A.1, Construction Manager at Risk shall be entitled to payment for such employees an amount equal to salary costs times a factor of 1.05 for all services performed or furnished by such employees engaged on the Project.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Construction Manager at Risk unless Owner deposits funds with Construction Manager at Risk with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Construction Manager at Risk shall make provisions so that they may be obtained.
 3. Cost of permits obtained by Construction Manager at Risk.
 4. Payments made by Construction Manager at Risk to Construction Subcontractors for Work performed or furnished by such Construction Subcontractors. If any subcontract provides

that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor's Cost of the Work and fee shall be determined in the same manner as Construction Manager at Risk's Cost of the Work and fee.

5. Costs for Construction Manager's equipment including trucks, tools, forklift and other equipment used for the Work.
6. Payments made by Construction Manager at Risk under any purchase (procurement) contract assigned to Construction Manager at Risk by Owner.
7. Costs of special consultants (not including Project Design Professionals), including but not limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the Work.
8. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Construction Manager at Risk's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Construction Manager at Risk.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Construction Manager at Risk or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Construction Manager at Risk is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Construction Manager at Risk, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Construction Manager at Risk in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Construction Manager at Risk, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Construction Manager at Risk's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. Cost of premiums for all Bonds and insurance Construction Manager at Risk is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Construction Manager at Risk's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Construction Manager at Risk whether at the Site or in Construction Manager at Risk's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 4.01.A.1, all of which are to be considered administrative costs covered by the Construction Manager at Risk's fee.
- 2. Expenses of Construction Manager at Risk's principal and branch offices other than Construction Manager at Risk's office at the Site.
- 3. Any part of Construction Manager at Risk's capital expenses, including interest on Construction Manager at Risk's capital employed for the Work and charges against Construction Manager at Risk for delinquent payments.
- 4. Costs due to the negligence of Construction Manager at Risk, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph 4.01.A.

C. Total Cost for Work

1. Cost of Work Part 2A Base Bid:	\$	<u>4,413,271</u>
2. Cost of Work Part 2A Geotechnical Allowance:	\$	<u>92,000</u>
3. Cost of Work Part 2A Contingency:	\$	<u>242,487</u>
4. Cost of Work Part 2A Winter Contingency:	\$	<u>95,080</u>
5. The Total Cost of Work to Owner:	\$	<u>4,842,838</u>

ARTICLE 5 – CONSTRUCTION MANAGER AT RISK'S FEE

5.01 *Determination of Fee -*

A. NOT USED.

- B. **Construction Manager at Risk's fee Part 2A** shall be a fixed fee of \$ 436,472 which shall be subject to increases or decreases for changes in the Work as provided in Paragraph 7.01.

ARTICLE 6 – GUARANTEED MAXIMUM PRICE

6.01 *Guaranteed Maximum*

- A. Construction Manager at Risk guarantees that the maximum amount payable by Owner for the sum of the Cost of the Work including the Construction Manager at Risk's fee for Part 2A will not exceed \$ 5,279,310 ("**Part 2A Guaranteed Maximum Price**") subject to increases or decreases for changes in the Work. The Guaranteed Maximum Price is inclusive of the following:

1. Total Cost (minus previous payments by Owner) Part 2A: \$ 4,842,838
2. Construction Manager at Risk's Lump Sum Fee Part 2A: \$ 436,472

6.02 *Allocation of Savings*

- A. NOT USED.

ARTICLE 7 – CHANGES IN THE CONTRACT PRICE

7.01 *General Price Change Provisions*

- A. The amount of any increases or decreases in Construction Manager at Risk's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee, which results from a Change Order shall be set forth in the applicable Change Order subject to the following:
1. If Construction Manager at Risk's fee is a fixed fee, any increase or decrease in the Construction Manager at Risk's fee resulting from net additions or decreases in the Cost of the Work shall be determined in accordance with Paragraph 11.05.D of the General Conditions, subject to any Guaranteed Maximum Price and the provisions of Paragraph 7.01.B.
- B. Wherever there is a Guaranteed Maximum Price or Guaranteed Maximum Fee:
1. In the case of net additions in the Work, the amounts of any increase in either Guaranteed Maximum (Price or Fee) shall be proportional to the increase in Contract Price for such additions to the Work, exclusive of any mark-ups for profit, overhead, or fees of Construction Manager at Risk, Construction Subcontractors, or Suppliers.
 2. In the case of net deletions in the Work, the amount of any decrease in either Guaranteed Maximum (Price or Fee) shall be proportional to the decrease in Contract Price for such deletions to the Work.

7.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no

more than the direct labor cost of each employee providing services multiplied by a factor of _____, which covers labor costs, overhead, and profit.

- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

ARTICLE 8 – PAYMENT PROCEDURES

8.01 Submittal and Processing of Payments

- A. Construction Manager at Risk shall submit Applications for Payment for processing by Owner in accordance with Article 14 of the General Conditions.

8.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Construction Manager at Risk's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraphs 8.02.A.1 and 8.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. For Cost of the Work: Progress payments on account of the Cost of the Work will be made:
 - a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1) 95 percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
 - 2) 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Construction Manager at Risk to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of an Application for Payment pertaining to engineering, design, and other professional services.

- D. For Construction Manager at Risk's fee: Progress payments on account of the Construction Manager at Risk's fee will be made as follows:
1. If Construction Manager at Risk's fee is a fixed fee, payments prior to Substantial Completion will be in an amount equal to 95 percent of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work on the number of units completed), and upon Substantial Completion in an amount sufficient to increase total payments to Construction Manager at Risk on account of his fee to 100 percent of Construction Manager at Risk's fee. In the event there is no Schedule of Values the progress of the Work will be measured as provided elsewhere in the Contract.
 2. If Construction Manager at Risk's fee is a percentage fee, payments prior to Substantial Completion will be in an amount equal to N/A percent of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed, and upon Substantial Completion in an amount sufficient to increase total payments to Construction Manager at Risk on account of that fee to N/A percent of Construction Manager at Risk's fee.

8.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the final amount due.

ARTICLE 9 – INTEREST

9.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 1.0 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 10 – CONSTRUCTION MANAGER AT RISK'S REPRESENTATIONS

10.01 *Representations*

- A. Construction Manager at Risk makes the following representations for Owner's reliance:
1. Construction Manager at Risk has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Construction Manager at Risk has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Construction Manager at Risk is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Construction Manager at Risk has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has

identified or made available to Construction Manager at Risk, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Construction Manager at Risk, especially with respect to Technical Data in such reports and drawings.

5. Construction Manager at Risk has considered the information known to Construction Manager at Risk itself, and to Construction Subcontractors and Project Design Professionals that Construction Manager at Risk has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Construction Manager at Risk, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Construction Manager at Risk; and (c) Construction Manager at Risk's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Construction Manager at Risk agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.
7. Construction Manager at Risk is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Construction Manager at Risk has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Construction Manager at Risk has discovered in the Contract Documents, and the written response from Owner is acceptable to Construction Manager at Risk.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Construction Manager at Risk's entry into this Contract constitutes an incontrovertible representation by Construction Manager at Risk that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 11 – ACCOUNTING RECORDS

11.01 Maintaining and Preserving Cost Records

- A. Construction Manager at Risk shall keep such full and detailed accounts of materials incorporated and labor, services, and equipment utilized for the Work as may be necessary for proper financial management under this Agreement, in accordance with generally accepted accounting principles. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Construction Manager at Risk's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to cost-based or time-based

compensation or reimbursement of any type or description, including but not limited to change order pricing and the Cost of the Work. Construction Manager at Risk shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to __, inclusive).
 2. Performance bond (pages 1 to __, inclusive).
 3. Payment bond (pages 1 to __, inclusive).
 4. Other bonds.
 - a.
 5. General Conditions (pages 1 to __, inclusive).
 6. Supplementary Conditions (pages 1 to __, inclusive).
 7. 80% Set including Design Drawing Set and Technical Specifications Documents.
 8. Addenda:
 - a. Addendum 1 (pages 1 to __, inclusive).
 9. Construction Manager at Risk's Proposal including schedule of values and scope of work for Part 2A and Part 2B.
 10. Construction Manager at Risk Guaranteed Maximum Price and Schedule of Values for
 - a. Total GMP
 - 1) Part 2A Cost of Work and Fixed Fee
 - 2) Part 2B Cost of Work and Fixed Fee
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Record Drawings and Record Specifications.
 12. Other exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 Assignment of Contract; Consent to Assignment, and Acceptance of Assignment.
 - b. Exhibit A-2 Agreement to Assignment by Seller's Surety.
- B. The documents listed in Paragraph 12.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 12.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

13.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

13.03 Successors and Assigns

- A. Owner and Construction Manager at Risk each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

13.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Construction Manager at Risk, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 Construction Manager at Risk's Certifications

- A. Construction Manager at Risk certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:
1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

13.06 *Other Provisions*

A. Contract to be Assigned:

1. The contract between Owner as “Buyer” and Dupont (Evoqua Water Technologies, LLC as “Seller” for procurement of goods and special services (“procurement contract”) for _____ Membrane System Procurement – Town of Firestone Water Treatment Plant is hereby assigned to Construction Manager to Risk by Owner, and Construction Manager at Risk accepts such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.
2. This assignment will occur on the Effective Date of the Agreement and will relieve the Owner as “Buyer” from all further obligations and liabilities under the procurement contract. Construction Manager at Risk will assume full responsibility for the performance of “Seller” as Construction Manager at Risk’s Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Construction Manager at Risk. Except as noted in the agreement between “Buyer” and “Seller,” all rights, duties and obligations of Engineer to “Buyer” and “Seller” under the “procurement contract” will cease.
3. A copy of the assigned procurement contract is attached.

B. Incorporation of Agreement Part 2A:

1. With execution of the Agreement for Part 2B Construction Phase services, this Agreement for Part 2A Construction Phase services becomes null and void. All pricing, payments, and scope related to Part 2A will roll into Part 2B. Therefore, Part 2B is fully inclusive of Part 2A and Part 2B.

IN WITNESS WHEREOF, Owner and Construction Manager at Risk have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Town of Firestone

By: _____

Name: Bobbi Sindelar

Title: Mayor

[If Owner is a corporation, partnership, or LLC, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.]

Attest: _____

Title: _____

Address for giving notices:

CONSTRUCTION MANAGER AT RISK:

Integrated Water Services

By: _____

Name: _____

Title: _____

[If Construction Manager at Risk is a corporation, partnership, LLC, or a joint venture, attach evidence of authority to sign. In the case of a joint venture, expand the signature section to accommodate execution of the Agreement by an authorized representative of each joint venturer.]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)

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D-550 - NOTICE TO PROCEED (Part 2A, Construction Phase)

Owner:	Town of Firestone
Contractor:	Integrated Water Services, Inc.
Engineer:	Plummer Associates, Inc.
Project:	St. Vrain Water Treatment Plant

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____. *[see Paragraph 4.01 of the General Conditions]*

Part 2A - Construction Phase Services:

On that date, Contractor shall start performing its obligations under the Contract Documents. Part 2A is all work identified in the Contractor's proposal.

A separate Notice to Proceed for Part 2B will be issued for the project entirety; at that time, Part 2B will become inclusive of Part 2A and Part 2B.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Return a signed copy of the Part 2A Notice to Proceed

OWNER

Town of Firestone

Owner's Name

By:

Signature

Date

Print Name

Title

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Integrated Water Services, Inc.

Contractor's Name

By:

Signature

Date

Print Name

Title

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

License No.:

Copy: Engineer

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.b

Discussion/Action

Meeting Date: May 27, 2020

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 20-57: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC.

RECOMMENDATION

Staff recommends the Board approve the attached resolution approving the First Amendment to the Engineering Services Agreement with Plumer Associates, Inc. for new amount not to exceed \$815,300.00.

SUMMARY

Construction of the St Vrain Water Treatment Plant is scheduled to begin in June. The current 2020 Engineering Services agreement with Plummer Associates, Inc. includes some construction support services. Staff believes that it is important for the project to have the design team fully engaged during the construction phases and asked Plummer to prepare a scope and budget to provide those additional services. The additional services will include full time on site construction observation services and allows for a substantially increased role for the lead project design engineer.

Staff have prepared an amendment to the Plummer 2020 agreement and present it to the Board for consideration and action.

FINANCIAL CONSIDERATIONS

The design portion of the Plummer 2020 contract is being paid from the Water Fund. The construction services portion of the agreement are included in the debt financing for water projects also being approved by the Board. The amendment to the Plummer agreement is being approved with current cash on hand in the Water Fund but the intent is to pay for the project from bond proceeds as soon as they are available.

HISTORY AND PREVIOUS BOARD ACTION

In 2017, Firestone entered into a design contract with FEI Engineers (now Plummer Associates, Inc.) for the design of the St. Vrain Water Treatment Plant.

In January 2019, Firestone entered into a purchase agreement with Equova to provide the ultra-filtration membranes for the treatment process.

Resolution 19-54, approved by the Board on June 26, 2019, awarded the CMAR contract to IWS.

Resolution 20-39, approved by the Board on March 25, 2020, formally adopted the Firestone 2020-2050 Water Action Plan as the guiding document to be used by the Town to achieve the water resources objectives supporting the Town's planned growth.

ATTACHMENTS

1. St Vrain Water Plummer Assoc 1st Amend Agm Res
2. Plummer 2020 Consulting Agmt Amendment 1 - SVWTP (signed)

RESOLUTION NO. 20-57

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO
THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN
OF FIRESTONE AND PLUMMER ASSOCIATES, INC.**

WHEREAS, on December 11, 2019, the Town of Firestone ("Town") and Plummer Associates, Inc., entered into an Engineering Services Agreement regarding the St. Vrain Water Treatment Plan Project ("Project"); and

WHEREAS, the Agreement provides that Plummer Associates, Inc., would provide the Town, Project design and construction management and site observation services; and

WHEREAS, the Town now desires that Plummer Associates, Inc., provide full time Project construction observation and additional technical support services.

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

The First Amendment to the Engineering Services Agreement between the Town of Firestone and Plummer Associates, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the First Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this__ day of_____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**FIRST AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF
FIRESTONE AND PLUMMER ASSOCIATES, INC.
FOR ENGINEERING SERVICES**

THIS FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT is made and entered into effective as of the ____ day of _____, 2020, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Plummer Associates, Inc.**, a Texas corporation, hereinafter referred to as the “Consultant” with reference to that certain Engineering Services Agreement between the Town and Consultant executed by the Town on December 11, 2019 and hereinafter referred to as the “Original Agreement.”

WHEREAS, In addition to design services, the Original Agreement Scope of Services included some construction management and site observation to be performed during the construction phase of the project, and;

WHEREAS, the Town would like to have full time construction observation and to have additional technical support during the construction phase of the project, for which Consultant has provided a scope and budget, and;

WHEREAS, based on the proposal for additional services provided by Consultant and the Town’s desire to have these additional services provided, the Parties believe it to be in the best interest to amend the Original Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Exhibit A of the Original Agreement is hereby amended to include the attached Exhibit A1 – Additional Scope of Services that details the additional construction phase services to be provided and increases the not-to-exceed amount of the Original Agreement by \$226,300.00 for a new total not-to-exceed amount of \$815,300.00.
2. The Original Agreement, as herein amended by this First Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Engineering Services Agreement effective as of the day and year first above set forth.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Jessica Koenig, Town Clerk

Approved as to Form:

William P. Hayashi, Town Attorney

CONSULTANT:
PLUMMER ASSOCIATES, INC.
a Texas corporation,

By: _____
Patrick O'Brien

Digitally signed by Patrick O'Brien
DN: C=US,
E=pobrien@plummer.com,
O="Plummer Associates, Inc.",
OU=Mountain West, CN=Patrick
O'Brien
Date: 2020.05.20 13:54:04-06'00'

Print Name: _____

Title: Principal

Attest: _____
Kelly Fearney

Digitally signed by Kelly Fearney
DN: C=US, E=kfearney@apaenv.com,
O=Alan Plummer, OU=Mtn West,
CN=Kelly Fearney
Date: 2020.05.20 14:05:08-06'00'

Print Name: _____

Title: Project Manager

Exhibit A1 – Additional Scope of Services

[See Following 5 Pages]

**AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER
ASSOCIATES, INC.
Amendment No. 1**

The Effective Date of this Amendment is:_____.

Background Data:

Effective Date of Owner-Engineer Agreement: December 26, 2019

Project: St. Vrain Water Treatment Plant Project

Nature of Amendment:

- X Additional Services to be performed by Engineer
- X Modifications to services of Engineer
- Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Summary

Plummer will provide Resident Project Representative (RPR) services professional services based upon our understanding of the project and its objectives. Currently Plummer has an approved scope of services with the Town of Firestone for the 2020 calendar year including design phase services and part-time construction phase services; the construction phase scope includes office engineering and periodic (averaging 1 visit per week) construction phase site visits conducted as the Engineer deems necessary to observe construction to enable Engineer to better carry out their duties and responsibilities. These visits would not be used to determine if work is proceeding in accordance with the Construction Contract Documents.

The services included in this scope of work include Resident Project Representative (RPR) services. RPR services are used to provide onsite representation of the Engineer and Owner during the Construction phase and to provide more extensive observation of the Contractor's work.

The services for this amendment would begin in May 2020 through December 25, 2020 (consistent with the terms of the Agreement).

Resident Project Representative (RPR) Services

This amendment includes Resident Project Representative (RPR) services in accordance with EJCDC E-500, Agreement Between Owner and Engineer for Professional Services and in-particular Exhibit D Duties, Responsibilities, and Limitations of Authority of Resident Project Representative.

In summary, the duties are to:

- Provide regular representation onsite, including field checks of materials and installed equipment and to provide further protection for Owner against defects and deficiencies in the Work.
- Review and confirm progress schedule, shop drawings, schedule of values, and verification of completion of work included on pay applications.
- Serve as onsite liaison between the Engineer's, Contractor, and Owner.
- Receive from Contractor any request for information (RFI). Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- Receive and Review Samples and Contractor-approved Shop Drawings.
- Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- Review work for compliance with the Construction Contract Documents and report any defective work.
- Verify inspections, tests, and system start-ups.
- Maintain record of correspondence, conferences, and progress reports
- Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- Participate in issuance of Substantial Completion and Final Completion and review of punch list items.

Exclusions and Assumptions

- 1) RPR services does not include geotechnical services; geotechnical services are typically included as an allowance in the Construction Contract.
- 2) RPR services do not include any lab or testing fees.
- 3) Resident Project Representative shall not:
 - a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.

h) Authorize Owner to occupy the Project in whole or in part.

Agreement Summary:

Original agreement amount:	\$ 589,000.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 226,300.00
Adjusted Agreement amount:	\$ 815,300.00

Change in time for services (days or date, as applicable): None

Attachments:

2020 Standard Rate Sheet
Labor Fee Estimate

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

The Town of Firestone and Plummer Associates, Inc. hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

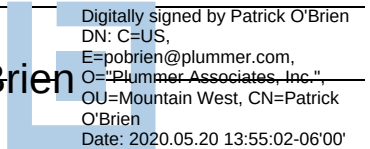
OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By:  Patrick O'Brien
Print
name: _____

Title: Principal

Date Signed: April 8, 2020

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2020

Staff Description	Staff Code	2020 Rate
Admin Staff	A1 – A2	\$ 90.00
Admin Staff III	A3	\$ 93.00
Senior Admin Staff	A4	\$ 120.00
Designer/Technician	C1-C2	\$ 90.00
Designer/Technician III	C3	\$ 115.00
Senior Designer/Technician	C4	\$ 130.00
Construction Manager in Training (<i>CMIT</i>)	CM1	\$ 90.00
Construction Manager in Training II	CM2	\$ 105.00
Construction Manager in Training III	CM3	\$ 135.00
Construction Manager IV	CM4	\$ 145.00
Construction Manager V	CM5	\$ 165.00
Construction Manager	CM6	\$ 180.00
Senior Construction Manager	CM7	\$ 240.00
Principal Construction Manager	CM8	\$ 260.00
Resident Project Rep. I	RR1	\$ 80.00
Resident Project Rep. II	RR2	\$ 110.00
Resident Project Rep. III	RR3	\$ 130.00
Lead Resident Project Rep.	RR4	\$ 135.00
Field Tech I	LS1	\$ 75.00
Field Tech II	LS2	\$ 95.00
Survey Specialist I	LS3	\$ 105.00
Survey Specialist II	LS4	\$ 115.00
Survey Analyst	LS5	\$ 135.00
Chief of Parties	LS6	\$ 150.00
Engineer/Scientist Intern	ES0	\$ 60.00
Engineer-in-Training/Scientist-in-Training	ES1	\$ 115.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$ 120.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 125.00
Project Engineer/Scientist	ES4	\$ 145.00
Senior Project Engineer/Scientist	ES5	\$ 175.00
Project Manager	ES6	\$ 200.00
Senior Project Manager	ES7	\$ 240.00
Electrical Engineer in Training I	EE1	\$ 95.00
Electrical Engineer in Training II	EE2	\$ 120.00
Electrical Engineer in Training III	EE3	\$ 125.00
Electrical Specialist	EE4	\$ 145.00
Programmer	EE5	\$125.00
Programmer II	EE6	\$ 150.00
Senior Electrical Engineer	EE7	\$ 280.00
Principal	ES8 - ES9	\$ 305.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses

A technology charge will be billed at \$5 per labor hour.

Fee Proposal

Wednesday, April 8, 2020

1:17:58 PM

Plummer Associates, Inc.

Employee Name	Resource Hours/Units	Billing Rate	Contract
Plan: 2020-043-00 Firestone 2020 Addl Const Svs (R1)			
Project Management for Construction On-Site Observation for 2020			
Baird, Taylor	140.00	145.00	20,300.00
Fearney, Kelly	140.00	200.00	28,000.00
Total for Project Management for Construction On-Site Observation for 2020	280.00	172.50	48,300.00
Construction On-Site Observation for 2020			
Ortiz, Acacia	1,248.00	105.00	131,040.00
Total Labor for 2020-043-00	1,528.00	117.37	179,340.00
TOTAL EXPENSES (see breakdown below)			
Total Subconsultants	31,200.00		
Total Reimbursables	15,755.02		
GRAND TOTAL For 2020-043-00	226,295.02		

SUBCONSULTANT EXPENSES

Code	Subconsultant Name	Budget (\$\$)	Markup	Fee (\$\$\$)
Subcontractor Fees	CD Engineering, Inc.	31,200	1.00	31,200
TOTAL SUBCONSULTANT EXPENSES		31,200		31,200

REIMBURSABLE EXPENSES

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
5201.0	Mileage, Auto Expense	5,300	1.15	6,095
5202.0	Project Travel Expenses	8,400	1.15	9,660
TOTAL REIMBURSABLE EXPENSES		13,700		15,755

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.c

Discussion/Action

Meeting Date: May 27, 2020

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 20-58: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES-ROCKY MOUNTAIN, INC., FOR DRILLING SERVICES REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS

RECOMMENDATION

Staff recommends approval of the attached resolution awarding the construction contract to Hydro Resources - Rocky Mountain for an amount not to exceed \$78,887.00.

SUMMARY

The Gould Alluvial Well Field had previously been planned to be a 1,000 foot long horizontal well built in two phases. The final design of the project, being performed by McGrane Water Engineering, LLC, included drilling some additional geotechnical test holes that showed a natural 12' deep trough in a portion of the bedrock that underlays the Gould property. This trough is deep enough that the design team recommended a new plan that would include a much shorter 200 foot long horizontal well and the addition of three large diameter vertical wells about 40' deep located in the trough. Vertical wells are far more cost effective to construct compared to horizontal wells but the depth to bedrock on the property is generally so shallow that the vertical wells would have been very inefficient. The trough will allow us to install up three vertical wells and allow us to significantly reduce the horizontal well length to achieve the same delivery capacity we were targeting.

The revised design was completed and bids were solicited from two qualified area drilling companies to install three large diameter caisson type vertical wells. Both bids came in under the design team's estimate and the low bid was submitted by Hydro Resources - Rocky Mountain (Hydro). Staff has prepared a construction contract for this work with Hydro and present it for consideration and action by the Board.

FINANCIAL CONSIDERATIONS

This project is be funded from cash on hand in the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On June 13, 2018, the Board approved and engineering services agreement with McGrane Water Engineering, LLC to perform a well field analysis of the Gould property.

Resolution 20-05 was approved by the Board on January 8, 2020, approving a final design and construction engineering services agreement with McGrane Water Engineering, LLC.

ATTACHMENTS

1. St Vrain Hydro Resources (Gould Vertical Wells) Agm Res
2. Location Map
3. Bid Summary
4. Hydro Construction Contract (2020.05.19)

RESOLUTION NO. 20-58

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND HYDRO RESOURCES-ROCKY
MOUNTAIN, INC., FOR DRILLING SERVICES REGARDING THE ST.
VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL
WELLS**

WHEREAS, the Town of Firestone ("Town") is in need of a contractor to drill the three Gould Vertical Wells required for the St. Vrain Water Treatment Plant Project; and

WHEREAS, the Town solicited bids for such services and selected Hydro Resources – Rocky Mountain, Inc., as the lowest responsive bidder.

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

The Agreement between the Town of Firestone and Hydro Resources-Rocky Mountain, Inc., for Drilling Services, regarding the Gould Vertical Wells 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_____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FIGURE 1 – WELL LOCATIONS AND DEPTHS



Bid Summary - Firestone Vertical Wells		
Bid Sheet	Layne	Hydro
NO. 1	\$ 35,533.00	\$ 34,366.00
NO. 2	\$ 26,160.00	\$ 20,438.00
NO. 3	\$ 26,804.00	\$ 20,963.00
Total	\$ 88,497.00	\$ 75,767.00
Anticipated Start	2-3 wks after Notice to Proceed	21 days after signed contract
Number of Days to complete all	10	30

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the TOWN OF FIRESTONE, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town" or the "Owner"), and HYDRO RESOURCES – ROCKY MOUNTAIN, INC. an independent contractor with a principal place of business at One Sugar Creek Center Blvd., Ste 400, Sugar Land, TX 77478 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: Gould Vertical Well Drilling (W2020-9527)

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

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: McGrane Water Engineering, LLC,

who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 60 days of the Effective Date of this contract, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

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

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, the parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed \$78,887.00 (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq.

(the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

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

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause

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

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

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

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

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. ILLEGAL ALIENS

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program

administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

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

C. Verification.

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

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

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

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

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. Exhibit to this Construction Contract:
 - 1. Exhibit A: Contract Specifications (by reference)
 - 2. Exhibit B: Completed Bid Form (attached)
- B. Performance Bond.

There are no Contract Documents other than those listed above in this Section XII.

XIII. MISCELLANEOUS

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

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

C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTRONE, COLORADO

Print Name : _____

Title : _____

ATTEST:

Town Clerk: Jessica Koenig

HYDRO RESOURCES – ROCKY MOUNTAIN, INC.

By: _____

Print Name : _____

Title : _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
Contract Specifications by McGrane Water Engineers
(74 pages by reference)

EXHIBIT B
Completed Bid Form
(following 4 pages)

SECTION 00400

BID FORM

TO: **Owner:**
Town of Firestone
151 Grant Ave. P.O Box 100
Firestone, CO 80520

PROJECT:
Gould Site Wellfield - Vertical Wells

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

A. **BASE BID PRICE:** SEVENTY FIVE THOUSAND & SEVEN HUNDRED SIXTY SEVEN⁰⁰ Dollars (\$ 75,767⁰⁰) based on unit prices shown on Schedule A.

B. **BID PRICE ALTERNATIVE:** Add/deduct the following to/from above base bid for adding/deleting (describe addition or deletion): THREE THOUSAND ONE HUNDRED TWENTY⁰⁰ Dollars (\$ 3,120⁰⁰). PENALTIES TO SUMP

The undersigned Bidder agrees to furnish the required Bond and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule:

- | | | |
|----|---|----------------|
| 1. | Startup of all Major Equipment | <u>21</u> Days |
| 2. | Substantial Completion (Ready for Punchlist): | <u>28</u> Days |
| 3. | Punchlist Complete: | <u>30</u> Days |

PROPOSAL TO:
PROJECT:

Town of Firestone
Gould Site Wellfield – Vertical Wells – EXHIBIT B

Bid Sheet 1 Per Specifications - Middle Well						
Item	Amt.	Unit	Description	Unit Price	Unit	Total Price
1	1	ls	Mobilization and demobilization (including all equipment and materials for this well and building custom surge block)	Lump Sum		\$ 6,452 ⁰⁰
2	35	ft	Auger min. 26-in diameter hole to bedrock	\$ 60 ⁰⁰	per ft.	\$ 2,100 ⁰⁰
3	1	ls	Provide temporary 24-in diameter casing	Lump Sum		\$ 8,072 ⁰⁰
4	1	ls	Install temporary 24-in diameter casing into bedrock	Lump Sum		\$ 332 ⁰⁰
5	9	ft	Auger 20-in diameter hole in bedrock to 43 ft and remove cuttings	\$ 564 ⁰⁰	per ft.	\$ 5,076 ⁰⁰
6	4	hrs	Sand pump or bail remaining borehole fluids with pump rig	\$ 290 ⁰⁰	per hr.	\$ 1,160 ⁰⁰
7	36	ft	Provide and install 18-inch casing (+2 to 27 ft and 35 to 42 ft)	\$ 90 ⁰⁰	per ft.	\$ 3,240 ⁰⁰
8	8	ft	Provide and install 18-inch pipe size stainless steel well screen (0.160" slot)	\$ 396 ⁰⁰	per ft.	\$ 3,168 ⁰⁰
9	12	ft	Install gravel pack (washed pea gravel) using the pull-back method (20-32 ft)	\$ 54 ⁰⁰	per ft.	\$ 648 ⁰⁰
10	1	ft	Provide and install bentonite chips (19-20 ft)	\$ 231 ⁰⁰	per ft.	\$ 231 ⁰⁰
11	13	ft	Cement well 6-19 ft.	\$ 118 ⁰⁰	per ft.	\$ 1,534 ⁰⁰
12	10	hrs	Well development per specifications (surging with custom dual swab surge block and bailing)	\$ 163.50	per hr.	\$ 1,635 ⁰⁰
13	1	ls	Well disinfection	Lump Sum		\$ 718 ⁰⁰
TOTAL \$						\$ 34,366
Optional Additional						
O1	8	ft	Pour bentonite pellets into sump annulus via tremie if required for permit variance	\$ 130	per ft.	\$ 1,040 ⁰⁰
O2	0	ft	Standby Time	\$ 300	per hr.	\$ 0
O3	0	ft	Hourly Rig Work	\$ 500	per hr.	\$ 0

PROPOSAL TO:
PROJECT:

Town of Firestone
Gould Site Wellfield – Vertical Wells – EXHIBIT BA

Bid Sheet 2 Per Specifications - East Well						
Item	Amt.	Unit	Description	Unit Price	Unit	Total Price
1	1	ls	Mobilization between wells	Lump Sum		\$ 1,380 ⁰⁰
2	32	ft	Auger min. 26-in diameter hole to bedrock	\$ 50 ⁰⁰	per ft.	\$ 1,600 ⁰⁰
3	32	ft	Install temporary 24-in diameter casing into bedrock	\$ 9 ⁰⁰	per ft.	\$ 288 ⁰⁰
4	9	ft	Auger 20-in diameter hole in bedrock to 40 ft and remove cuttings	\$ 560 ⁰⁰	per ft.	\$ 5,040 ⁰⁰
5	4	hrs	Sand pump or bail remaining borehole fluids with pump rig	\$ 290 ⁰⁰	per hr.	\$ 1,160 ⁰⁰
6	33	ft	Provide and install 18-inch casing (+2 to 24 ft and 32 to 39 ft)	\$ 96 ⁰⁰	per ft.	\$ 3,168 ⁰⁰
7	8	ft	Provide and install 18-inch pipe size stainless steel well screen (0.160" slot)	\$ 396 ⁰⁰	per ft.	\$ 3,168 ⁰⁰
8	12	ft	Install gravel pack (washed pea gravel) using the pull-back method (20-32 ft)	\$ 43 ⁰⁰	per ft.	\$ 516 ⁰⁰
9	1 ft.	ft	Provide and install bentonite chips (19-20 ft)	\$ 231 ⁰⁰	per ft.	\$ 231 ⁰⁰
10	13	ft	Cement well 6-19 ft.	\$ 118 ⁰⁰	per ft.	\$ 1,534 ⁰⁰
11	10	hrs	Well development per specifications (surging with custom dual swab surge block and bailing)	\$ 163.50	per hr.	\$ 1,635 ⁰⁰
12	1	ls	Well disinfection	Lump Sum		\$ 718
TOTAL \$						\$ 20,438
Optional Additional						
O1	8	ft	Pour bentonite pellets into sump annulus via tremie if required for permit variance	\$ 130 ⁰⁰	per ft.	\$ 1,040 ⁰⁰
O2	0	ft	Standby Time	\$ 300 ⁰⁰	per hr.	\$ 0
O3	0	ft	Hourly Rig Work	\$ 500 ⁰⁰	per hr.	\$ 0

PROPOSAL TO: Town of Firestone
 PROJECT: Gould Site Wellfield – Vertical Wells – EXHIBIT B

Bid Sheet 3 Per Specifications - West Well						
Item	Amt.	Unit	Description	Unit Price	Unit	Total Price
1	1	ls	Mobilization between wells	Lump Sum		\$ 1,381 ⁰⁰
2	35	ft	Auger min. 26-in diameter hole to bedrock	\$ 58 ⁰⁰	per ft.	\$ 2,030 ⁰⁰
3	1	ls	Install temporary 24-in diameter casing into bedrock	Lump Sum		\$ 290 ⁰⁰
4	9	ft	Auger 20-in diameter hole in bedrock to 43 ft and remove cuttings	\$ 564 ⁰⁰	per ft.	\$ 5,076 ⁰⁰
5	4	hrs	Sand pump or bail remaining borehole fluids with pump rig	\$ 290 ⁰⁰	per hr.	\$ 1,160 ⁰⁰
6	36	ft	Provide and install 18-inch casing (+2 to 27 ft and 35 to 42 ft)	\$ 87 ⁰⁰	per ft.	\$ 3,132 ⁰⁰
7	8	ft	Provide and install 18-inch pipe size stainless steel well screen (0.160" slot)	\$ 391 ⁰⁰	per ft.	\$ 3,128 ⁰⁰
8	12	ft	Install gravel pack (washed pea gravel) using the pull-back method (20-32 ft)	\$ 54 ⁰⁰	per ft.	\$ 648 ⁰⁰
9	1	ft	Provide and install bentonite chips (19-20 ft)	\$ 231 ⁰⁰	per ft.	\$ 231 ⁰⁰
10	13	ft	Cement well 6-19 ft.	\$ 118 ⁰⁰	per ft.	\$ 1,534 ⁰⁰
11	10	hrs	Well development per specifications (surging with custom dual swab surge block and bailing)	\$ 163.50	per hr.	\$ 1,635 ⁰⁰
12	1	ls	Well disinfection	Lump Sum		\$ 718 ⁰⁰
TOTAL \$						\$ 20,963⁰⁰
Optional Additional						
O1	8	ft	Pour bentonite pellets into sump annulus via tremie if required for permit variance	\$ 130 ⁰⁰	per ft.	\$ 1,040 ⁰⁰
O2	0	ft	Standby Time	\$ 300 ⁰⁰	per hr.	\$ 0
O3	0	ft	Hourly Rig Work	\$ 506 ⁰⁰	per hr.	\$ 0

Bid Sheet Summary	
Bid Sheet	Bid Amount \$
East Well - Bid Sheet 1	\$ 34,366 ⁰⁰
Middle Well - Bid Sheet 2	\$ 20,438 ⁰⁰
West Well - Bid Sheet 3	\$ 20,963 ⁰⁰
Bid Total \$	\$ 75,767⁰⁰

The undersigned hereby proposes and agrees that he will complete all the work described in contract documents (Exhibit A), complete in place and ready for operation within 45 calendar days from the date of this mutually executed contract.

CONTRACTOR St. Puy DATE 5/14/20

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.d

Discussion/Action

Meeting Date: May 27, 2020

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 20-59: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LAYNE CHRISTENSEN COMPANY FOR INSTALLATION OF THE PUMP STATIONS FOR THE ST. VRain WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS

RECOMMENDATION

Staff recommends approval of the attached resolution awarding the construction contract to Layne Christensen Company for an amount not to exceed \$161,249.00.

SUMMARY

After the three Gould large diameter vertical caisson wells are drilled and completed, a second contractor will be needed to install the well pumps, power supply, some piping and the pump controls. McGrane Water Engineering, LLC solicited bids from four qualified contractors to perform this work. Three of the contractors submitted bids with Layne Christensen Company (Layne) being the lowest bidder.

Staff has prepared a construction contract for this work with Layne and presents it for consideration and action by the Board.

FINANCIAL CONSIDERATIONS

This project is being funded from cash on hand in the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On June 13, 2018, the Board approved an engineering services agreement with McGrane Water Engineering, LLC to perform a well field analysis of the Gould property.

Resolution 20-05 was approved by the Board on January 8, 2020, approving a final design and construction engineering services agreement with McGrane Water Engineering, LLC.

ATTACHMENTS

1. St Vrain Layne Christensen (Gould Vertical Wells) Agm Res
2. Pump Station Bid Summary
3. Layne Construction Contract (2020.05.20)

RESOLUTION NO. 20-59

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND LAYNE CHRISTENSEN COMPANY
FOR INSTALLATION OF THE PUMP STATIONS FOR THE ST. VRAIN
WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS**

WHEREAS, the Town of Firestone ("Town") is in need of a contractor to install the pump stations for the three Gould Vertical Wells required for the St. Vrain Water Treatment Plant Project; and

WHEREAS, the Town solicited bids for such services and selected Layne Christensen Company, as the lowest responsive bidder.

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

The Agreement between the Town of Firestone and Layne Christensen Company, for installation of the pump stations for the three Gould Vertical Wells, 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_____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Bid Sheet Summary			
Contractor	Bid Sheet 1	Bid Sheet 2	Total (\$)
Layne	\$ 76,536.00	\$ 84,713.00	\$ 161,249.00
Applied	\$ 132,895.00	\$ 92,213.00	\$ 225,108.00
Hydro	\$ 112,913.00	\$ 105,114.00	\$ 218,027.00

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the TOWN OF FIRESTONE, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town" or the "Owner"), and LAYNE CHRISTENSEN COMPANY an independent contractor with a principal place of business at 1800 Hughes Landing Blvd., Suite 800, The Woodlands, TX 77380 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: Gould Vertical Well Pump Stations (W2020-9528)

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

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: McGrane Water Engineering, LLC, who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 60 days of the Effective Date of this contract, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

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

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, the parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed \$161,249.00 (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq.

(the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

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

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause

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

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

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

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

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. ILLEGAL ALIENS

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program

administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

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

C. Verification.

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

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

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

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

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. Exhibit to this Construction Contract:
 - 1. Exhibit A: Contract Specifications (by reference)
 - 2. Exhibit B: Completed Bid Form (attached)
- B. Performance Bond
- C. Addenda numbers:
 - 1. Addenda #1

There are no Contract Documents other than those listed above in this Section XII.

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Construction Contract may only be modified upon written agreement of the Parties.

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Print Name : _____

Title : _____

ATTEST:

Town Clerk: Jessica Koenig

LAYNE CHRISTENSEN COMPANY

By: _____

Print Name : _____

Title : _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
Contract Specifications by McGrane Water Engineers
(101 pages by reference)

EXHIBIT B
Completed Bid Form
(following 8 pages)

SECTION 00400

BID FORM

TO: **Owner:**
Town of Firestone

151 Grant Ave. P.O Box 100
Firestone, CO 80520

PROJECT:
Gould Site Wellfield – Vertical Well
Pump and Dewatering Project

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

A. BASE BID PRICE: One hundred sixty one thousand two hundred forty nine Dollars (\$ 161,249.00) based on unit prices shown on Schedule A.

B. BID PRICE ALTERNATIVE: Add/deduct the following to/from above base bid for adding/deleting _____ (describe _____ addition _____ or _____ deletion): Dollars (\$ 0).

The undersigned Bidder agrees to furnish the required Bond and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule:

1. Startup of all Major Equipment 21 Days

2. Substantial Completion (Ready for Punchlist): 40 Days

3. Punchlist Complete: _____ 45 _____ Days

Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner in accordance with the following:

1. Late Startup of all major Equipment \$ 100.00 Per Day
2. Late Substantial Completion \$ 100.00 Per Day
(ready for Punchlist)
3. Late Punchlist Completion \$ 100.00 Per Day

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
<u>1</u>	<u>Brian W Dellett</u>	<u>5-19-20</u>
_____	_____	_____

In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, and it is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; (c) that he has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.

The full names and addresses of parties interested in this Bid as principals are as follows:

Jim Roberts, Watsonville, CA

SIGNATURE OF BIDDER

Date:

If an Individual: (Signature)

print or type name: _____

doing business as: _____

If a Partnership: _____

by: (Signature)

General Partner

print or type name: _____

If a Corporation: Layne Christensen Company

(a Delaware Corporation)

by: (Signature) Brian W Dellett

print or type name: Brian W Dellett

Title: Senior Account Manager

If Bidder is a joint venturer, all venturers or their authorized agents must sign below.

Name of Joint Venture: _____

If Joint Venture is

print or type name: _____

Title: _____

MATERIAL AND EQUIPMENT SUPPLIER LISTING

The following information is submitted for each major supplier of material and each manufacturer and supplier of equipment for manufacturers and suppliers of major items of material, equipment and systems to be used in the work if the Bidder is awarded the contract.

<u>Specification Section No.</u>	<u>Material or Equipment Description</u>	<u>Manufacturer and Supplier</u>
Section 0250	Pumps	Grundfos
Section 0250	Motors	Hitachi
Section 0250	Flow Meter	McCrometer Ultramag
Section 1600	VFD	Yaskawa

The Surety who will be the surety on the Performance Bond will be:

Travelers

SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used in the work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All work to be subcontracted over \$10,000 shall be listed.

<u>Amount of</u> <u>Subcontract</u>	<u>Name and Address</u> <u>of Subcontractor</u>	<u>Portion of</u> <u>Work</u>
<u>\$52,750.00</u>	<u>Sun Valley Electric; Elizabeth, CO</u>	<u>Electrical</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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Brian W Dellett
Signature

PROPOSAL TO: Town of Firestone
 PROJECT: Gould Site Wellfield – Vertical Wells – EXHIBIT B

Bid Sheet 1 of 2 Per Specifications (footage totals are sum of wells - west to east) REVISED PER ADDENDUM NO. 1						
Item	Amt.	Unit	Description	Unit Price	Unit	Total Price
1	1	ls	Mob/Demob	Lump Sum		\$ 844.00
2	1	ls	CDPHE Permitting and Compliance	Fixed Cost		\$ 2,500.00
Downhole Equipment (Section 02520)						
3	3	ft	Provide submersible pump, motor and shroud	Lump Sum		\$ 7860.00
4	3	ea	Provide and install 4-in hanging pitless adapters	\$ 1113.00	each	\$ 3339.00
5	123	ft	Provide 4-in drop pipe from 2 ft off well bottom to top of well casing Amt = (42+42+39)	\$ 14.00	per ft.	\$ 1722.00
6	3	ea	Provide 4-in downhole check valves	\$ 360.00	each	\$ 1080.00
7	169	ea	Provide AWG #4 submersible pump cable with 20 ft lead to controls. Amt = (3 x 20') + (37'+37'+35')	\$ 4.00	per ft.	\$ 676.00
8	218	ea	Provide 1.5" PVC sounder and transducer tubing.	\$ 1.00	per ft.	\$ 218.00
9	3	ea	Provide downhole pressure transducers with 70 ft of vented cable per well	\$ 1031.00	each	\$ 3093.00
10	1	ls	Install all downhole equipment	Lump Sum		\$ 1695.00
11	3	ea	Well disinfection	\$ 169.00	each	\$ 507.00
12	3	ea	Well startup and testing	\$ 148.00	each	\$ 444.00
13	3	ea	Submit pump installation and testing reports to State	\$ 55.00	each	\$ 165.00
14	1	ls	Prepare electronic system O&M manuals that includes all downhole and control equipment	Lump Sum		\$ 165.00
Discharge Header (Section 02520)						
15	3	ea	Fabricate well covers that can be retrofitted as permanent well caps	\$ 315.00	each	\$ 945.00
16	24	ft	Provide 4-in. Sch 40 flanged (100 psi) header pipe sections. Amt = 3 x (5'+2'+1')	\$ 84.00	per ft.	\$ 2016.00
17	3	ea	Provide 4-in flanged (100 psi) electronic flow meters	\$ 2899.00	each	\$ 8697.00
18	3	ea	Provide 4-in flanged (100 psi) butterfly valves	\$ 180.00	each	\$ 540.00
19	3	ea	Provide support stand and 1' x 1' concrete pad	\$ 241.00	each	\$ 723.00
20	3	ea	Install well covers and discharge headers	\$ 240.00	each	\$ 720.00
Electrical (Sections 16000)						
21	2	ea	Provide and install power service disconnect at existing transformers (includes abandoning existing services per United Power recommendations)	\$ 4075.00	each	\$ 8150.00
22	125	ft	Provide buried #1 power cable (N side transformer to West well)	\$ 7.00	per ft.	\$ 875.00
23	925	ft	Provide buried 1/0 power cable (S side transformer to Middle and East wells. Amt = (450' + 475'))	\$ 9.00	per ft.	\$ 8325.00
24	1050	ft	Provide Sch. 80 PVC (2 1/2") conduit to all wells Amt = (125'+ 450' + 475')	\$ 6.00	per ft.	\$ 6300.00
25	1050	ea	Install all horizontal conduit (125'+450'+475) with concrete protection per drawings	\$ 13.00	each	\$ 13650.00
26	3	ea	Install junction boxes on sides of well casing	\$ 429.00	each	\$ 1287.00
TOTAL BID SHEET 1 (\$)						\$ 76,536.00

PROPOSAL TO: Town of Firestone
 PROJECT: Gould Site Wellfield – Vertical Wells – EXHIBIT B

Bid Sheet 2 of 2 Per Specifications (Addendum No. 1)						
Controls (Sections 16000 and 16041)						
27	3	ea	Provide control cabinets with disconnect switches, 24 v power, control wiring and LCD displays	\$ 245.00	each	\$ 735.00
28	3	ea	Provide and install variable speed drive	\$ 7518.00	each	\$ 22554.00
29	3	ea	Provide and install electronic flow meter and all necessary temporary conduit to allow dewatering operation	\$ 1170.00	each	\$ 3510.00
30	3	ea	Provide and install submersible transducer, and all necessary temporary conduit to allow dewatering operation	\$ 980.00	each	\$ 2940.00
31	3	ea	Provide and install conduit control cabinet (including: 1) from power source to cabinet; 2) cabinet to well (separate power and transducer); 3) cabinet to flow meter; and 4) cabinet to future RTU (stub 1' from base) on a concrete pads.	\$ 1370.00	each	\$ 4110.00
32	3	ea	Conduct all wiring tests and field startup tests	\$ 227.00	each	\$ 681.00
Temporary Horizontal Pipeline (Section 02540)						
33	2470	ft	Provide and install approximately 2470 feet of temporary pipeline	\$ 4.00	ft	\$ 9880.00
34	500	ft	Remove and reinstall discharge header between wells to allow for site demolition	\$ 13.00	ft	\$ 6500.00
34	4	months	Monthly rental rate	\$ 7805.00	mo	\$ 31220.00
35	3	ea	Make connections to existing discharge headers	\$ 99.00	each	\$ 297.00
36	1	ls	Install 40 ft section of 14-in corrugated metal pipe across the driveway at the Varra Property	Lump Sum		\$ 2286.00
TOTAL BID SHEET 2 (\$)						\$ 84713.00
GRAND TOTAL - BID SHEETS 1 AND 2 (\$)						\$ 161,249.00
Optional						\$
O1	1050	ft	Cost savings if concrete cover is not used for conduit installation	\$ (4.50)	ft	\$ (4725.00)
O2	1050	ft	Cost savings if PVC covered rigid conduit is used instead of concrete covered PVC conduit	\$ No bid	ft	\$ No bid
O3	0	ft	Standby Time	\$ 250.00	per hr.	\$ 0
O4	0	ft	Technitian Hourly Field Work	\$ 175.00	per hr.	\$ 0
O5	0	ft	2-Man Crew Hourly Work	\$ 250.00	per hr.	\$ 0

PROPOSAL TO: Town of Firestone
PROJECT: Gould Site Wellfield – Vertical Wells – EXHIBIT B

The undersigned hereby proposes and agrees that he will complete all the work described in contract documents (Exhibit A), complete in place and ready for operation within 45 calendar days from the date of this mutually executed contract.

CONTRACTOR Layne Christensen Company DATE 5-19-20
BY Brian W Dellett

OTHER INFORMATION

A. Anticipated Start Date	<u>One day after NTP</u>
B. Anticipated Number of Days to Complete all Drilling and Well Development	<u>40</u>
C. Name of Superintendent	<u>Mike Schanaman</u>

END OF SECTION

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.e

Discussion/Action

Meeting Date: May 27, 2020

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Ordinance 974: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2020; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM; AND DECLARING AN EMERGENCY

RECOMMENDATION

Staff recommends approval of Ordinance 974

SUMMARY

As discussed at the May 20th Work Session, this Ordinance is authorizing the issuance and sale of water enterprise revenue bonds for the construction of the Water Treatment Facility.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Bond Ordinance
2. Continuing Disclosure Certificate
3. Paying Agent Agreement

ORDINANCE NO. 974

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2020; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM; AND DECLARING AN EMERGENCY

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

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

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

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

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

WHEREAS, the Town is authorized by Title 29, Article 1, Part 2, C.R.S., to enter into contracts with other municipalities, special districts, or political subdivisions of the State to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part for the benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the water authority; and

WHEREAS, the Town has heretofore entered into that certain St. Vrain Water Authority Establishing Contract (the "Establishing Contract") with the Little Thompson Water District, a quasi-municipal corporation and political subdivision of the State (the "Little Thompson"), to form the St. Vrain Water Authority (the "Authority") for the purpose of effecting the development of systems and facilities for the purposes of furnishing a potable water supply for the benefit of the inhabitants and service users of the Town and Little Thompson; and

WHEREAS, the Board has determined, and hereby determines, that is necessary and in the best interest of the Town and its inhabitants that the Town finance the costs of acquiring, constructing and installing Capital Improvements to the System, including constructing a new water treatment facility to be owned and operated by the Authority which will provide treated water to the System (the "Authority Project" or, together with the Capital Improvements of the System, the "Improvement Project"); and

WHEREAS, pursuant to Ordinance No. 902 of the Town adopted by the Board on January 11, 2017 (the “2017 Bond Ordinance”), the Town has heretofore entered into a Loan Contract dated as of March 8, 2017, (the “Series 2017 Loan Contract”) with the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board (the “CWCB”), and issued a promissory note secured by a pledge of the Net Revenues (hereinafter defined) of the System, originally issued in the aggregate principal amount of \$10,000,000 and currently outstanding in the amount of \$5,905,801, to evidence a loan made by the CWCB to the Town (the “Series 2017 Note”); and

WHEREAS, the Town is authorized by Section 31-35-402(1)(j), C.R.S., to issue revenue refunding bonds to refund, pay or discharge all or any part of its outstanding water revenue bonds issued under any law for the purpose of modifying or eliminating restrictive contractual limitations appertaining to the issuance of additional bonds; and

WHEREAS, the Board has determined, and hereby determines, that it is necessary and in the best interest of the Town and its inhabitants that the Town delegate the authority to the Mayor, the Town Manager, or Finance Director of the Town to hereafter determine in the Sale Certificate (hereinafter defined) whether to refund the Series 2017 Note for the purpose of modifying or eliminating restrictive contractual limitations appertaining to the issuance of additional bonds (the “Refunding Project” and together with the Improvement Project, the “Project”); and

WHEREAS, the Town intends to issue its “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020” (the “Bonds”) to defray the Cost of the Project (hereinafter defined); and

WHEREAS, the Town is not delinquent in the payment of any principal or interest requirements under the Series 2017 Note; and

WHEREAS, except for the Series 2017 Note, the Town has not pledged nor in any way hypothecated revenues derived and to be derived directly or indirectly from the operation of the System to the payment of any securities or for any other purpose with the result that the Net Revenues may now be pledged lawfully and irrevocably for the payment of the Bonds on a parity with the Series 2017 Note (if the Refunding Project is not effected), and the Bonds may be made payable from the Net Revenues; and

WHEREAS, the Town is authorized by Article X, Section 20 of the Colorado Constitution, Title 31, Article 35, Part 4, C.R.S., and the Water Enterprise Act to issue the Bonds without an election; and

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

WHEREAS, the Town intends to negotiate a proposal with Stifel, Nicolaus & Company, Incorporated, concerning the purchase of the Bonds; and

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

WHEREAS, the Board has determined and does hereby declare:

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

B. The Bonds shall be issued for the Improvement Project and/or the Refunding Project;

C. Net Revenues shall be pledged to the payment of the Bonds on a parity with the Series 2017 Note (if the Refunding Project is not effected);

D. Because of market conditions, the Bonds shall be sold by negotiated sale to Stifel, Nicolaus & Company, Incorporated in accordance with its proposal, and such sale is to the best advantage of the Town; and

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

WHEREAS, there are on file with the Town Clerk the forms of the following documents: (i) the form of the Purchase Contract; (ii) the form of the Paying Agent Agreement; (iii) the form of a Preliminary Official Statement; and (iv) the form of the Continuing Disclosure Certificate; and

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

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

ARTICLE I

DEFINITIONS, INTERPRETATION, RATIFICATION AND EFFECTIVE DATE

Section 101. Short Title. This Ordinance shall be known as and may be cited by the short title “Series 2020 Bond Ordinance” (the “Ordinance”).

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

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

“Acquisition Fund” means the special fund designated as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Acquisition Fund,” created pursuant to Section 501 hereof.

“Authority” means the St. Vrain Water Authority.

“Authority Project” means the acquisition and construction of a new water treatment facility to be owned and operated by the Authority which will provide treated water to the System but which water treatment facility will NOT be part of the System.

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

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

“Bond Fund” means the special fund designated as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Bond Fund” created pursuant to Section 605 hereof.

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

“Bonds” means the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020” issued pursuant to this Ordinance.

“book-entry form” or “book-entry system” means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates “immobilized” in the custody of The Depository Trust Company. The book-entry system maintained by and the responsibility of The Depository Trust Company and not maintained by or the responsibility of the Town or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

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

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

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

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

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

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

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the Town in connection with the issuance of the Bonds, which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

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

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

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

(c) The costs of contingencies;

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

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

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

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

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

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

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

(k) The costs of machinery and equipment;

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

(m) The payment of the premium for the Insurance Policy issued by the Insurer and Reserve Fund Insurance Policy issued by the Surety Provider;

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

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

(p) All other expenses pertaining to the Project.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“CWCB” means the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board.

“Establishing Contract” means the St. Vrain Water Authority Establishing Contract between the Town and Little Thompson concerning the establishment of the Authority.

“Events of Default” means the events stated in Section 1003 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

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

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

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

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

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

“Improvement Project” means the acquisition, construction and installation of Capital Improvements to the System and the Authority Project, provided, however, that the Authority Project does not constitute part of the System.

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

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

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

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

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

“Insurance Agreement” means any agreement entered into between the Town and any Insurer pursuant to Section 212 of this Ordinance.

“Insurance Policy” means the municipal bond new issue insurance policy, if any, issued by the Insurer that guarantees payment of principal of and interest on the Bonds when due.

“Insurer” means the issuer of the Insurance Policy, if any, as set forth in the Sale Certificate.

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

“Letter of Representations” means the Letter of Representations from the Town to The Depository Trust Company in connection with the issuance of the Bonds in a book-entry system, as supplemented and amended from time to time.

“Little Thompson” means the Little Thompson Water District, a quasi-municipal corporation and political subdivision of the State.

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

“Moody’s” means Moody’s Investors Services, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns.

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

“Official Statement” means the Official Statement delivered in connection with the original issuance and sale of the Bonds.

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

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

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

(b) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1301 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

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

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

“Parity Bonds” means the Series 2017 Note and any other securities hereafter issued payable from and having an irrevocable lien upon the Net Revenues on a parity with the Bonds.

“Parity Bond Ordinances” means the Series 2017 Bond Ordinance, and any agreements hereafter entered into by the Town with respect to Parity Bonds and, without duplication, any ordinances hereafter adopted by the Board authorizing the issuance of Parity Bonds.

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

“Paying Agent Agreement” means the Registrar and Paying Agent Agreement between the Town and the Paying Agent.

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

“Policy Costs” means repayment of draws under the Reserve Fund Insurance Policy, if any, plus all related reasonable expenses incurred by the Surety Provider, plus accrued interest thereon.

“Preliminary Official Statement” means the Preliminary Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Project” means the Improvement Project and the Refunding Project.

“Purchase Contract” means the Bond Purchase Agreement between the Town and the Purchaser concerning the purchase of the Bonds.

“Purchaser” means Stifel, Nicolaus & Company, Incorporated, Denver, Colorado.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds and initially means Standard & Poor’s.

“Rebate Fund” means the special fund designated as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Rebate Fund” created pursuant to Section 609 hereof.

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

“Redemption Date” means, with respect to the Series 2017 Note, the date on which the Series 2017 Note is called for prior redemption; or, with respect to the Bonds, the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Revenues in any notice of prior redemption or otherwise fixed and designated by the Town.

“Refunding Project” means (i) the payment of the interest due on the Series 2017 Note as the same becomes due on or before the Redemption Date; (ii) the payment of principal of the Series 2017 Note as the same becomes due upon prior redemption on the Redemption Date; and (iii) payment of the costs of issuance of the Bonds.

“Reserve Fund” means the special fund designated as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Reserve Fund” created pursuant to Section 606 hereof.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Fund in lieu of or in partial substitution for moneys on deposit therein.

“Reserve Fund Requirement” has the meaning ascribed to such term in the Sale Certificate, which requirement may be zero.

“Sale Certificate” means the sale certificate of the Town relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Series 2017 Bond Ordinance” means the Town’s Ordinance No. 902, authorizing the issuance of the Series 2017 Note.

“Series 2017 Loan Contract” means the Loan Contract between the Town and the CWCB dated as of March 8, 2017, pursuant to which the Series 2017 Note was issued.

“Series 2017 Note” means the note issued by the Town to the CWCB evidencing a loan from the CWCB to the Town which is secured by and payable from the Net Revenues on a parity with the Bonds.

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

“Standard & Poor’s” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and its assigns.

“State” means the State of Colorado.

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

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

“Surety Provider” means the Insurer or any other entity issuing a Reserve Fund Insurance Policy with respect to the Bonds.

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

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

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

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

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

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

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

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

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

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

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

Section 105. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed. All rules of the Board, if any, which might prevent the final passage and adoption of this Ordinance as an emergency measure at this meeting of the Board be, and the same hereby are, suspended.

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

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

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

Section 109. Emergency Declaration. It is hereby found and determined by the Board that: (i) the refunding of the Series 2017 Note and the construction of a new water treatment facility are necessary in the public interest in order to properly and safely serve the Town and its residents; (ii) the long-term financing of the Project by the issuance of the Bonds is necessary in order to increase the Town's potable water supply; and (iii) it is necessary to take advantage of the current conditions in the municipal bond market, the continuation of which cannot be predicted. As a result of the foregoing, the Board hereby declares that an emergency exists, and that this Ordinance is necessary to the immediate preservation of the public health and safety, all in accordance with §31-16-105, C.R.S.

Section 110. Effective Date and Disposition. This Ordinance shall take effect upon adoption by the affirmative vote of three-fourths of the members of the Board pursuant to §31-16-105, C.R.S. This Ordinance, as adopted by the Board, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor and the Town Clerk, and by the certificate of publication.

ARTICLE II

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

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

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

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

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

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

Section 206. No Recourse Against Officers or Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or the Policy Costs or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Board or any officer, employee or other agent of the Town, past,

present or future, either directly or indirectly through the Board, or the Town, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

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

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

Section 209. Sale of Bonds. The Bonds shall be sold by negotiated sale to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Board hereby delegates to the Mayor, the Town Manager or the Finance Director the authority to execute the Purchase Contract submitted by the Purchaser and to execute the Sale Certificate confirming the bond details set forth in Section 213. Such authorization shall be valid for one year following the adoption of this Ordinance.

Section 210. Official Statement. The preparation and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The Mayor, the Town Manager, and the Finance Director are hereby authorized to approve, on behalf of the Town, the Official Statement, in substantially the form of the Preliminary Official Statement with such changes as are hereinafter approved. The execution of the Official Statement by the Mayor, the Town Manager or the Finance Director shall be conclusively deemed to evidence the approval of the form and contents thereof by the Town.

Section 211. Paying Agent Agreement. The Board hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the Town. If the Paying Agent appointed thereunder shall resign, or if the Town shall determine to remove the Paying Agent, then the Town may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person’s address last shown on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 212. Other Related Documents. The forms, terms and provisions of, and the performance by the Town of its obligations under the Preliminary Official Statement, the Purchase Contract, the Paying Agent Agreement, and the Continuing Disclosure Certificate are hereby approved and the Mayor, the Town Manager, the Finance Director and/or the Town Clerk and any deputy thereof are hereby authorized and directed to execute each of such documents on behalf of and in the name of the Town, and to deliver each of such documents, in substantially the form on file with the Town Clerk, with such changes as are not inconsistent herewith. The Mayor, the Town Manager and the Finance Director are hereby independently authorized to execute and deliver the Purchase Contract, the Sale Certificate, and any Insurance Agreement as may be

required by an Insurer relating to the issuance of the Insurance Policy or a Surety Provider relating to the Reserve Fund Insurance Policy. The execution of any instrument by the Persons herein authorized shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms hereof.

Section 213. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Board hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Board hereby delegates to any of the Mayor, the Town Manager or the Finance Director the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Board approve such determinations:

(i) Interest Rate. The net effective rate of interest to be borne by the Bonds shall not exceed 4.25% per annum;

(ii) Refunding Project. Whether the Series 2017 Note shall be refunded.

(iii) Section 31-35-412(2), C.R.S., Determination. The aggregate principal and interest costs of the Bonds issued to accomplish the Refunding Project (the "Refunding Bonds") for the period ending on the scheduled final maturity date of the Series 2017 Note, without regard to any redemptions that may be made prior to such scheduled maturity date, shall not exceed such unaccrued costs of the Series 2017 Note for the same time period, excluding from the computation of the aggregate principal and net interest cost of the Refunding Bonds the amount of the principal of any Refunding Bonds issued to pay any interest in arrears or about to become due on the Series 2017 Note and to pay any interest on the Refunding Bonds. The final maturity of the Series 2017 Note shall not be extended over fifteen years.

(iv) Redemption Provisions. The Bonds shall be subject to optional redemption at such time or times as permitted by State law and as set forth in the Sale Certificate, at a redemption price not to exceed 100%.

(v) Purchase Price. The purchase price of the Bonds shall not be less than 98% of the aggregate principal amount of the Bonds;

(vi) Principal Amount. The aggregate principal amount of the Bonds shall not exceed \$58,000,000.

(vii) Maturity Schedule. The amount of principal of the Bonds maturing in any year, or mandatory sinking fund redemption payments coming due in any year, shall not be more than \$3,200,000 annually, and the total repayment cost of the Bonds shall not exceed \$112,000,000.

(viii) Term of the Bonds. The Bonds shall not mature later than December 1, 2052.

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

(x) Reserve Fund. The existence and amount of any Reserve Fund; and

(xi) Bond Insurance. Whether the Bonds will be secured by an Insurance Policy or a Reserve Fund Insurance Policy and the terms of any agreement with the provider of such Insurance Policy or Reserve Fund Insurance Policy.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, the Town Manager or the Finance Director, dated and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance. If the Town shall determine to not obtain an Insurance Policy to secure the payment of principal of and interest on the Bonds, or not to obtain a Reserve Fund Insurance Policy, any applicable references to the Insurer, the Insurance Policy, the Reserve Fund Insurance Policy, the Surety Provider, Policy Costs, the Insurance Agreement, or other provisions relating to bond insurance shall be of no force or effect.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301. Authorization of Bonds. For the purpose of protecting the public health, conserving the property and advancing the general welfare of the citizens of the Town and of defraying wholly or in part the Cost of the Project, the Town hereby authorizes to be issued its “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020” in the aggregate principal amount set forth in the Sale Certificate, subject to the parameters and restrictions contained in this Ordinance; and the Town pledges irrevocably, but not necessarily exclusively, the Net Revenues to the payment of the Bond Requirements of the Bonds. The Bonds are issued in accordance with the Constitution and laws of the State, specifically the Water Enterprise Act; Title 31, Article 35, C.R.S.; and the Supplemental Public Securities Act; and the provisions of this Ordinance.

Section 302. Bond Details.

A. Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be lettered “R” and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of their delivery to the Purchaser. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their delivery date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the Town. Interest on the Bonds shall be calculated on the basis of a 360 day year of twelve 30 day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

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

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

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

Section 305. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times

be open to inspection by the Town. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 307 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid. The foregoing provisions of this Section are subject to the provisions of Section 308 hereof.

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

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

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

The foregoing provisions of this Section are subject to the provisions of Section 308 hereof.

Section 307. Bond Replacement. Upon receipt by the Town and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the Town shall execute and the Paying Agent shall authenticate and deliver a new Bond

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

Section 308. Custodial Deposit.

A. Depository. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a determination by the Board that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Board of another depository institution acceptable to the Board and to the depository institution then holding the Bonds, which new depository institution must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Board that The Depository Trust Company or such successor or new depository institution is no longer able to carry out its functions, and the failure by the Board, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) or (2) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination

under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 302, 305, and 306 hereof, registered in the names of such Persons, as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. Absolute Owner. The Board and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Board and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Board and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Redemption. Upon any partial redemption of any maturity and interest rate of the Bonds, Cede & Co. (or its successor) in its discretion may request the Town to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 309. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 310. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act and this Ordinance, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value. Pursuant to Section 31-35-413, C.R.S., and this Ordinance, the Bonds shall contain a recital that they are issued pursuant to Title 31, Article 35, Part 4, C.R.S. Such recital shall conclusively impart full compliance with all the provisions of such statute and Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

Section 311. Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the form attached hereto as Exhibit A, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be

required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

ARTICLE IV

REDEMPTION

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

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

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

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

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

Section 403. Partial Redemption. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Paying Agent shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

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

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

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

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

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

ARTICLE V

USE OF BOND PROCEEDS AND OTHER MONEYS

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

A. Reserve Fund. An amount equal to the Reserve Fund Requirement as described in the Sale Certificate, if any, shall be credited to the special and separate account hereby created and to be known as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Reserve Fund.”

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

C. Refunding Project. An amount designated in the Sale Certificate, if any, shall be remitted to the Town to pay the costs of the Refunding Project.

D. Acquisition Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and held by the Town to be known as the “Town of Firestone, Water Enterprise Revenue Bonds, Series 2020, Acquisition Fund.”

On the date of delivery of the Bonds, the Town may pay from the net proceeds of the Bonds the premiums payable to the Insurer for its Insurance Policy and to the Surety Provider for its Reserve Fund Insurance Policy, if such are designated in the Sale Certificate, or may fund the Reserve Fund with proceeds of the Bonds.

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

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

herein prevents the transfer from the Acquisition Fund to the Bond Fund, at any time prior to the termination of the Acquisition Fund, of any moneys that the Finance Director by certificate determines will not be necessary for the Improvement Project and will not be designated to be transferred to the Rebate Fund.

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

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

ARTICLE VI

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

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

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

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

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

Section 605. Bond Fund Payments. Second, from any remaining Net Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate account hereby created and to be known as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Bond Fund” the following amounts:

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

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

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

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 607 and 1301 hereof. No interest or principal shall be paid on any Bonds owned by or on behalf of the Town. Nothing herein shall be construed to prevent the Town from

creating separate principal and interest accounts for the Bonds and any Parity Bonds and accounting separately for any deposits made thereto on account of the Bonds and any Parity Bonds, if such action is deemed by the Town to be necessary or desirable, provided that any such separate accounts shall have claims to the Net Revenues equal to and on a parity with those of the other such accounts.

Section 606. Reserve Fund. Upon delivery of the Bonds, if specified in the Sale Certificate, either proceeds of the Bonds, cash and/or a Reserve Fund Insurance Policy being provided by Surety Provider in the amount of the Reserve Fund Requirement shall be deposited in the special and separate account hereby created and to be known as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Reserve Fund” in satisfaction of the Reserve Fund Requirement. Any Reserve Fund Insurance Policy shall be held by the Paying Agent. Any Reserve Fund Insurance Policy deposited to the credit of the Reserve Fund shall be valued at the amount available to be drawn or otherwise paid pursuant to such Reserve Fund Insurance Policy at the time of calculation. The Paying Agent shall maintain adequate records as to the amount available to be drawn at any time under the Reserve Fund Insurance Policy and as to the amounts, of which it has knowledge, of Policy Costs paid and owing to the Surety Provider. Such records shall be open to inspection and verification by the Surety Provider during business hours of the Paying Agent.

Thereafter, third, except as provided in Section 607 and 608 hereof, and concurrently with any payments required to be made pursuant to any Parity Bond Ordinance with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds, from any moneys remaining in the Water Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If a Reserve Fund Insurance Policy is on deposit in the Reserve Fund to fund all or a part of the Reserve Fund Requirement, the amounts payable into the Reserve Fund pursuant to the immediately preceding sentence shall be paid by the Town first to the Surety Provider to reimburse it for Policy Costs due and owing and second to replenish cash in the Reserve Fund. If there are insufficient Net Revenues to comply with the requirements of the first sentence of this paragraph, available Net Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Parity Bond Ordinance (or to the Surety Provider or any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. If there are insufficient Net Revenues to comply with the requirements of the first sentence of this paragraph and more than one Reserve Fund Insurance Policy is on deposit in the Reserve Fund, available Net Revenues credited to or paid to the Reserve Fund shall be applied to reimburse the Surety Provider and any other surety provider providing a Reserve Fund Insurance Policy pro rata, based upon the original amount available to be drawn on each. The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Net Revenues, except to the extent other moneys are credited to the Reserve

Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 607, 608, 703 and 1301 hereof, only to prevent deficiencies in the payment of the Bond Requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the moneys and/or the Reserve Fund Insurance Policy therein equal not less than the Reserve Fund Requirement and there are no Policy Costs due and owing. The Reserve Fund Requirement shall be re-calculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds.

The Town may at any time substitute (a) cash or Investment Securities for a Reserve Fund Insurance Policy or (b) a Reserve Fund Insurance Policy for cash or Investment Securities, so long as the amount on deposit in the Reserve Fund after such substitution is at least equal to the Reserve Fund Requirement. Notwithstanding the foregoing, no Reserve Fund Insurance Policy shall be deposited by the Town in the Reserve Fund for such substitution unless the Town has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the Town of the cash or Investment Securities to be released from the Reserve Fund will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 607. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if there are no Policy Costs due and owing and if the amount in the Bond Fund and the amount in the Reserve Fund (exclusive of the amount available under a Reserve Fund Insurance Policy) total a sum at least sufficient so that all Bonds Outstanding are deemed to have been paid pursuant to Section 1301 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Revenues or otherwise pertaining to the System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the Town, as directed in writing by the Finance Director.

Section 608. Defraying Delinquencies. If at any time the Town shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Revenues and the full amount so stipulated. The Town shall use all cash in the Reserve Fund before drawing on a Reserve Fund Insurance Policy. If, (i) upon notice from the Town requesting a draw or (ii) failure of the Paying Agent to receive the Bond Requirements by the third Business Day prior to June 1 or December 1 in each year, the Paying Agent determines that it is necessary to draw on the Reserve Fund Insurance Policy, the Paying Agent shall present a demand for payment, in the form and manner required by the Reserve Fund Insurance Policy, at least two Business Days before funds are needed. If there is more than one Reserve Fund Insurance Policy on deposit in the Reserve Fund, the Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each.

Any money so used or drawn shall be replaced as provided in Section 606 hereof from the first Net Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Section 606 hereof, the moneys in the Bond Fund and in the Reserve Fund (including any Reserve Fund Insurance Policy) shall be used solely and only for the purpose of paying the Bond Requirements of the Bonds from time to time.

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

Section 609. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the “Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Rebate Fund” moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the Town to comply with Section 930 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The Town shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

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

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

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

ARTICLE VII

GENERAL ADMINISTRATION

Section 701. Administration of Accounts. The special accounts designated in Articles V and VI hereof shall be administered as provided in this Article (but not any account under Section 1301 hereof).

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

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

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

Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at

the discretion of the Finance Director, if the amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency).

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

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

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

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

ARTICLE VIII

SECURITIES LIENS AND ADDITIONAL SECURITIES

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

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

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

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

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

C. Adjustment of Gross Revenues. In any computation under paragraph B of this Section, the amount of the Gross Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Finance Director, as the case may be, which results from

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

PROTECTIVE COVENANTS

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

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

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

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

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

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

and advantageously conducted. All salaries, fees, wages and other compensation paid by the Town in connection with the maintenance, repair and operation of the System shall be reasonable and proper.

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

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

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

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

Section 911. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely and only, and the moneys credited to such accounts are hereby pledged for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 607, 608, 609, 703 and 1301 hereof.

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

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

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

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

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

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

Section 918. Employment of Management Engineers. If the Town defaults in paying the Bond Requirements of the Bonds, the Parity Bonds, and any other securities or Policy Costs relating thereto payable from the Gross Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any

other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) or Policy Costs relating thereto payable from the Net Revenues in that Fiscal Year, the Town shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the System so long as such default continues or so long as the Net Revenues are less than the amount hereinabove designated in this Section.

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

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

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

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

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

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

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

imposed as a condition for a user to connect to the System, so long as the user is a governmental body.

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

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

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

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

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

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

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

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

Section 929. Insurance and Reconstruction. Except to the extent of any self-insurance, the Town shall at all times maintain with responsible insurers fire and extended

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

Section 930. Federal Income Tax Exemption. The Town covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Town or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (a) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (b) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code, or (c) would cause interest on the Bonds to lose its exclusion from Colorado taxable income and Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the Town agrees to comply with the procedures set forth in the Tax Compliance Certificate. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Town in fulfilling the above covenant under the Code and Colorado law have been met.

Section 931. Continuing Disclosure. The Town shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the Town to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No Owner of a Bond shall be entitled to damages for the Town's non-compliance with its obligations under this Section; however, the Owners of the Bonds may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE X

PRIVILEGES, RIGHTS AND REMEDIES

Section 1001. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 and 1201 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Revenues and the proceeds of the Bonds.

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

Section 1003. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

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

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

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

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

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

F. Default Under Insurance Agreement. If an event of default shall have occurred and be continuing under the provisions of the Insurance Agreement; and

G. Default of Any Provision. The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 931 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the Town and the Insurer specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion, except as provided in Section 1201 hereof, and shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 1004. Remedies for Defaults. Except as provided in Section 1201 hereof, upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the Town to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The Town shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the Town of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

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

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

Section 1007. Duties upon Defaults. Upon the happening of any Event of Default, the Town shall do and perform all proper acts on behalf of and for the Owners of Bonds

to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. Except as provided in Section 1201 hereof, if the Town fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the Town under any agreement, lease or other contract involving the System or the Gross Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE XI

AMENDMENT OF ORDINANCE

Section 1101. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Board in accordance with law, without receipt by the Town of any additional consideration, but with the consent of the Insurer and, subject to Section 1201 hereof, the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding (or such higher percentage if required by a Parity Bond Ordinance) at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 405 hereof, any Bonds which may then be held or owned for the account of the Town. Notwithstanding the foregoing, no such ordinance shall permit:

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

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

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

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

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

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

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

- (1) to add to the covenants and agreements of the Town contained in this Ordinance other covenants and agreements thereafter to be observed;
- (2) to subject to the covenants and agreements of the Town in this Ordinance additional System revenues, to be defined and treated as Gross Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;
- (3) in connection with the provision of a Reserve Fund Insurance Policy subsequent to the issuance of the Bonds;
- (4) to provide for the appointment of a new Paying Agent;
- (5) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the Town may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or
- (6) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1102. Notice of Amendment. Whenever the Board proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent and to the Insurer or by electronic means to DTC or its successors. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the Town Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

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

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

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

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

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

Section 1108. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Board as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Board so determines, new Bonds, so modified as in the opinion of the Board conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then

Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1109. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1303 hereof.

Section 1110. Copies of Supplemental Ordinances to Rating Agencies. Copies of any supplemental or amendatory ordinance shall be sent by the Town to the Rating Agencies at least 10 days prior to the effective date thereof.

ARTICLE XII

INSURANCE POLICY AND RESERVE POLICY PROVISIONS

Section 1201. Insurer to be Deemed Owner, Rights of the Insurer, Payments by the Insurer, Notices.

A. Notwithstanding any provision of this Ordinance to the contrary, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies pursuant to this Ordinance, including but not limited to approval of or consent to any amendment of or supplement to this Ordinance which requires the consent or approval of the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding (or such higher percentage if required by a Parity Bond Ordinance) pursuant to this Ordinance; provided, however, that the Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Bonds with respect to any amendment or supplement to this Ordinance which seeks to amend or supplement this Ordinance for the purposes set forth in clauses A (1) through A (6) of Section 1101 hereof, and provided, further, that the Insurer shall not have the right to direct or consent to the Town, Paying Agent, or Owner action as provided herein, if:

- (1) the Insurer shall be in default under the Insurance Policy;
- (2) any material provision of the Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Insurer; or
- (3) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Insurer and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

B. To the extent that the Insurer makes payment of any principal of or interest on a Bond, it shall be fully subrogated to all of the Owners' rights thereunder in accordance with

the terms of the Insurance Policy to the extent of such payment, including the Owners' rights to payment thereof.

C. In the event that the principal of or interest on a Bond shall be paid by the Insurer pursuant to the terms of the Insurance Policy: (1) such Bond shall continue to be "Outstanding" under this Ordinance, and (2) the Insurer shall be fully subrogated to all of the rights of the Owner thereof in accordance with the terms and conditions of paragraph B of this Section and the Insurance Policy.

D. This Ordinance shall not be discharged unless and until all amounts due to the Insurer have been paid in full or duly provided for.

E. The rights granted under this Ordinance to the Insurer to request, consent to, or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action evidence any position of the Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Insurer.

F. No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Insurer.

G. No contract shall be entered into nor any action taken by the Town or the Paying Agent pursuant to which the rights of the Insurer or security for or sources of payment of the Bonds under this Ordinance may be materially impaired or prejudiced except upon obtaining the prior written consent of the Insurer.

H. The provisions of this Article shall be of no force and effect if the Bonds are not insured by an Insurer.

ARTICLE XIII

MISCELLANEOUS

Section 1301. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

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

In the event that any Bond is deemed to have been paid and defeased in accordance with (b) of the preceding paragraph, then in connection therewith, the Town shall cause to be delivered a verification report of an independent nationally recognized certified public accountant. If a forward supply contract is employed in connection with the refunding, (1) such

verification report shall expressly state that the adequacy of the escrow to accomplish the refunding relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (2) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or the authorizing ordinance, if no separate escrow agreement is utilized), the terms of the escrow agreement or authorizing ordinance, if applicable, shall be controlling.

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

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

Section 1302. Delegated Powers. The officers and employees of the Town be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel, including the Continuing Disclosure Certificate and Insurance Agreement, if any;

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

C. Official Statement. the execution and delivery of the final Official Statement;

D. Purchase Contract. the execution and delivery of the Purchase Contract between the Town and the Purchaser; and

E. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1302 as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1303. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

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

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

Section 1304. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Town, the Paying Agent, the Insurer, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Paying Agent, the Insurer, the Surety Provider, and the Owners of the Bonds.

Section 1305. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the Town at:

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

If to the Paying Agent at:

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

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

Section 1306. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

[Remainder of this page intentionally left blank.]

INTRODUCED, PASSED AND ADOPTED AS AN EMERGENCY
ORDINANCE AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN
OF FIRESTONE THIS 27TH DAY OF MAY, 2020.

TOWN OF FIRESTONE, COLORADO

Mayor

(S E A L)

ATTEST:

Town Clerk

EXHIBIT A

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF WELD

TOWN OF FIRESTONE, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2020

No. R- _____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
_____ %	December 1, 20__	[date of delivery]	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Town of Firestone (the "Town"), in the County of Weld and State of Colorado (the "State"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this Bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this Bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, commencing on December 1, 2020, until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the Board of Trustees of the Town on May 27, 2020 (the "Ordinance"), as supplemented by the Sale Certificate. This is one of an authorized series of bonds issued under the Ordinance (the "Bonds"). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance, as supplemented by the Sale Certificate.

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

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

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

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

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

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

Mayor

Attest:

Town Clerk

STATEMENT OF INSURANCE

[TO BE PROVIDED IF BOND INSURANCE IS OBTAINED]

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

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

UMB BANK, N.A., as Paying Agent

Date of Authentication
and Registration:

By: _____
Authorized Signatory

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

Address of Transferee:

Social Security or other tax
identification number of
transferee:

(End of Form of Assignment)

(Form of Prepayment Panel)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of the Depository</u>

(End of Form of Prepayment Panel)

(End of Form of Bond)

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

I, Jessica Koenig, the Town Clerk of the Town of Firestone, Colorado, do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the Ordinance adopted by the Board of Trustees constituting the governing board of the Town of Firestone (the “Board of Trustees”), by vote had and taken at an open, regular meeting of the Board of Trustees held at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado, on May 27, 2020, convening at the hour of 7:00 p.m. as recorded in the regular book of official records of the proceedings of said Town of Firestone kept in my office.

2. The Ordinance was adopted as an emergency ordinance at an open, regular meeting of the Board of Trustees on May 27, 2020, by an affirmative vote of three-fourths of the members of the Board of Trustees, as follows:

Name	“Yes”	“No”	Absent	Abstain
Bobbi Sindelar, Mayor				
Frank A. Jimenez, Mayor Pro Tem				
Don Conyac				
Sean Doherty				
Samantha Meiring				
Douglas Sharp				
David Whelan				

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

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

5. Notice of the meeting of May 27, 2020, in the form attached hereto as Exhibit A was posted at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado, not less than 24 hours prior to the meeting in accordance with law.

6. The Ordinance was published by title in the Longmont Times-Call, a newspaper of general circulation in the Town, on May __, 2020, together with a statement that the complete text of the Ordinance is available at Town Hall and on the Town's official website, and the affidavit of publication is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Town this _____ day of May, 2020.

(SEAL)

Town Clerk

EXHIBIT A

(Attach Notice of Meeting)

EXHIBIT B
(Affidavit of Publication)

CONTINUING DISCLOSURE CERTIFICATE

Town of Firestone, Colorado Water Enterprise Revenue Bonds Series 2020

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Town of Firestone, Colorado (the “Issuer”) in connection with the issuance of the Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, dated as of [____], in the aggregate principal amount of \$[____] (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the Board of Trustees of the Issuer on May 27, 2020 (the “Ordinance”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 and ending on December 31, or such other 12-month period as may be adopted by the Issuer in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer's Fiscal Year of each year, commencing nine (9) months following the end of the Issuer's Fiscal Year ending December 31, 2020, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A."

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;
- (15) Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term “financial obligation” is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term “financial obligation” shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 30 but no more than 60 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners

of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: _____

TOWN OF FIRESTONE, COLORADO

By: _____
Mayor

EXHIBIT “A”

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Town of Firestone
Name of Bond Issue: Water Enterprise Revenue Bonds, Series 2020
Date of Issuance: _____
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated [_____, 2020]. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

TOWN OF FIRESTONE, COLORADO

By: _____
Mayor

EXHIBIT “B”

OFFICIAL STATEMENT TABLES TO BE UPDATED

**TOWN OF FIRESTONE, COLORADO
WATER ENTERPRISE REVENUE BONDS
SERIES 2020**

REGISTRAR AND PAYING AGENT AGREEMENT

DATED as of [_____, 2020], in consideration of the mutual promises and covenants and subject to the terms, conditions, and covenants hereinafter recited, the Town of Firestone, Colorado (the “Town”), hereby appoints UMB Bank, n.a. in Denver, Colorado (the “Bank”), and the Bank accepts such appointment, as registrar and paying agent (the “Paying Agent”) for the Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, in the principal amount of \$[_____] (the “Bonds”).

WITNESSETH:

WHEREAS, by an ordinance of the Board of Trustees of the Town duly adopted on May 27, 2020 (the “Bond Ordinance”), the Town has authorized the issuance of the Bonds; and

WHEREAS, it is mutually desirable to the Town and the Bank that the Bank, through its Corporate Trust and Escrow Services Department, act as Paying Agent (as defined in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the “Agreement”) be entered into between the Town and the Bank to provide for certain aspects of such Paying Agent services.

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

1. The Bank hereby accepts all duties and responsibilities of the Paying Agent as provided in the Bond Ordinance and in this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the Town causes to be made available to the Bank all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 2 of this Agreement. Nothing in this Agreement shall require the Town to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided in the Bond Ordinance. In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration,

transfer, exchange, and replacement of the Bonds, and the duties and responsibilities pertaining to calling the Bonds for prior redemption, all as provided in the Bond Ordinance.

2. Not less than (a) three business day prior to each payment date, if funds are delivered by wire transfer, or (b) five business days prior to each payment date, if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the Town with the Bank in an account designated “Principal and Interest Payment Account.” The funds so deposited shall be held and applied by the Bank through its Corporate Trust and Escrow Services Department solely for the payment of principal of, premium, if any, and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance, the principal of, premium, if any, and interest on the Bonds. In the event a payment date is not a business day, the Bank shall make the principal and/or interest payment on the following business day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the Town for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

3. The Town shall pay to the Bank fees in accordance with its then existing fee schedule. Attached to this Agreement as Exhibit A is the Bank’s current fee schedule. No new fee schedule shall become effective until 30 days after the Bank has given the Town notice thereof.

4. Unless waived by the Bank, the Town agrees to provide the Bank with not less than 60 days’ notice of any prior redemption of the Bonds.

5. The Bank agrees to annually notify the Town, in writing, of the Town’s obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated [_____, 2020], relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to the date on which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate. The Bank shall have no further obligation or duty relating to the Town’s obligation under the Continuing Disclosure Certificate other than the provision of the notice as required by this Section.

6. At least 30 but not more than 60 days prior to _____, 2025, _____, 2030, _____, 2035, _____, 2040, _____, 2045, and on the date on which the last Bond is discharged, the Bank shall send written notice to the Town stating that the Town must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and

148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than 60 days from _____, 2025, _____, 2030, _____, 2035, _____, 2040, _____, 2045, and on the date on which the last Bond is discharged. The Bank shall have not further obligation or duty related to the Town's requirements under Sections 103 and 148(f) of the Internal Revenue Code of 1986 other than providing the notice required by this Section.

7. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside have become due and payable shall without further request by the Town be paid to the Town. If funds are returned to the Town, the Town and the Bank agree that the registered owner of such Bond shall thereafter look only to the Town for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

8. The Agreement may be terminated as provided in Section 211 of the Bond Ordinance.

9. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

10. At any time, the Bank may apply to the Town for instructions and may consult counsel for the Town or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the Town and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the Town. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the Town. The Bank shall not be responsible, for any reason, for any action taken or omitted to be taken by it in good faith in connection with this Agreement or any of the Bonds except for its own negligence, gross negligence, willful misconduct, or bad faith in the performance of any duty to be performed by the Bank hereunder.

11. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion, or consolidation to which it shall be a party or

any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to the Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

12. The rights of the Town under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado, without regard to choice of law analysis. Jurisdiction and venue for any disputes related to this Agreement shall be in any court of the State of Colorado located in Weld County or the United States District Court for the District of Colorado.

13. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

14. There is hereby created and established with the Paying Agent a trust fund to be designated "Town of Firestone, Colorado, Water Enterprise Revenue Bonds, Series 2020, Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such Costs of Issuance Fund there shall be deposited \$[] of the proceeds of the Bonds. The Paying Agent is hereby directed to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum upon presentation of an invoice from each party for the amount listed. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund 90 days after closing shall be transferred to the Town subject to written confirmation from the Town to the Paying Agent that all costs of issuance have been paid.

IN WITNESS WHEREOF, the Bank and the Town have caused this Agreement to be duly executed and delivered as of the day and year first above written.

TOWN OF FIRESTONE, COLORADO

By: _____
Mayor

(SEAL)

Attest:

Town Clerk

UMB BANK, N.A., as Paying Agent

By _____
Senior Vice President

EXHIBIT A

(Attach Paying Agent's Fee Schedule)

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.f

Discussion/Action

Meeting Date: May 27, 2020

Initiated By:

Department: Town Clerk

AGENDA ITEM

Board Representatives for Organizations

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.g

Discussion/Action

Meeting Date: May 27, 2020

Initiated By:

Department: Town Clerk

AGENDA ITEM

Discussion of Boards & Commissions Quorum

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

FIRESTONE SUMMARY OF CASH & INVESTMENTS

April 2020	DATE	MATURITY	BALANCE
Cash & Investments			
<u>Deposit Accounts:</u>			
1st Bank			
Checking Account (rate allowed to offset monthly fees only)		Liquid	\$ 754,381
Court Account		Liquid	49
Savings Account		Liquid	1,978,362
Xpress BillPay Deposit Account		Liquid	234,586
Adams Bank & Trust			
Deposit Account		Liquid	15,975
Petty Cash on Hand			
		Liquid	1,490
TOTAL Deposit Accounts and Cash			\$ 2,984,842
<u>Restricted Deposit Accounts:</u>			
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts			
UMB - COPS 2018 Construction Fund		Liquid	-
UMB - COPS 2018 Reserve Fund		Liquid	1,006,706
UMB - COPS 2018 Base Rentals Fund		Liquid	-
CSAFE - Money Mkt/Daily Pooled Investment Accts			
UMB-COPS 2019 Construction Fund		Liquid	4,057,685
UMB-COPS 2019 Base Rentals Fund		Liquid	-
TOTAL Restricted Deposit Accounts			5,064,391
<u>Money Market Accounts:</u>			
C-SAFE - Money Mkt/Daily Pooled Investment Accts			
<i>Pooled Investment Account - AAAm</i>			
Operations (unrestricted Town assets)			
Liquid Assets	daily	Liquid	17,492,480
Developer Bonds (restricted assets)			
Liquid Assets	daily	Liquid	196,169
Urban Renewal Authority (restricted assets)			
Liquid Assets	daily	Liquid	1,989,162
Conservation Trust Fund (restricted Town assets)			
Liquid Assets	daily	Liquid	841,972
2019 COPs			
Liquid Assets	daily	Liquid	1,525,816
Safekeeping Money Market			
Morgan Stanley/UMB Investments	Monthly	Liquid	9,994,915
Adams Bank & Trust ICS Savings			
	daily	Liquid	882,177
Total Money Market Assets			32,922,691
Cash & Investments			\$ 40,971,924
<u>Certificates of Deposit</u>			
<u>Certificates of Deposit:</u>			
JP Morgan Chase			
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	8/31/2021	245,000
TOTAL Certificates of Deposit			245,000
Certificates of Deposit			\$ 245,000
TOTAL ALL FUNDS			\$ 41,216,924

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	13.57
Total ACCENT BRANDING SOLUTIONS:	56.00
Total ACE HARDWARE OF FIRESTONE:	401.09
Total ACUITY, LLC:	3,947.80
Total ADAMSON POLICE PRODUCTS:	511.34
Total AGFINITY-MEAD:	860.00
Total ALAN PLUMMER AND ASSOCIATES, INC:	125,809.42
Total ALBERTSONS/SAFEWAY, INC.:	75.86
Total AMAZON:	773.97
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	75,968.84
Total APEX SHREDDING, INC.:	155.00
Total Arrakeen Resource LTD CO:	6,752.80
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	11,836.25
Total ATOMIC FORGE & WELDING INC:	1,061.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	589.00
Total BAREFOOT RESIDENTIAL LLC:	184.45
Total BECKER SAFETY AND SUPPLY:	319.95
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total Black Hills Energy:	3,522.40
Total BROWNSTEIN HYATT FARBER SCHRECK:	30,000.00
Total CalAtlantic Group:	176.10
Total CALLBOX TRAINING LLC:	2,500.00
Total CASELLE, INC.:	4,083.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.32
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	42,562.30
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	43,100.00
Total CENTURY LINK:	655.37
Total CESARE, INC:	3,279.19
Total CGRS INC:	5,167.53
Total CHRISTMAS DESIGNERS.COM LLC:	2,702.55
Total CINTAS FIRST AID & SAFETY:	241.59
Total CIRSA:	276.88
Total COALRIDGE ANIMAL HOSPITAL, INC:	190.46
Total COLORADO CIVIL GROUP INC.:	38,552.50
Total COLORADO DEPT OF REVENUE (MTR VEH):	195.00
Total COLORADO GEOLOGICAL SURVEY:	807.18
Total COLORADO STATE TREASURER:	4,855.75

Name	Total Paid
Total COMCAST - PD:	1,807.97
Total COMCAST CABLE -0310188 - SEATTLE:	853.52
Total COMCAST CABLE-0319130- CALIFORNIA:	.00
Total COMCAST-PHILADELPHIA:	289.46
Total COMMUNICATION CONSTRUCTION & ENGINEERING:	24,965.05
Total CROSBIE REAL ESTATE GROUP, LLC:	.00
Total CUSTOM FENCE & SUPPLY:	912.70
Total DANA KEPNER COMPANY, INC.:	35,109.65
Total DBC IRRIGATION SUPPLY:	4,196.10
Total DELTA DENTAL OF COLORADO, INC:	6,575.56
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	1,920.00
Total DESIGN CONCEPTS CLA, INC:	11,423.00
Total DIGITAL DATA SERVICES, INC:	500.00
Total ELECTION SYSTEMS & SOFTWARE:	36.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	661.30
Total EMPLOYERS COUNCIL SERVICES, INC:	229.00
Total ENVIROTECH SERVICES, INC.:	5,480.71
Total Escrow Deposit Refunds:	4,015.10
Total FACTORY MOTOR PARTS CO.:	4,039.56
Total FARIS MACHINERY COMPANY:	228.15
Total FASTENAL COMPANY:	87.06
Total FEDEX:	5.10
Total FIDELITY NATIONAL TITLE - S DENVER:	4.57
Total FILMTEC CORPORATION:	38,790.60
Total FIRST AMERICAN TITLE CO:	75.70
Total FIRST AMERICAN TITLE INSURANCE COMPANY:	30.70
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	47.16
Total FIRST INTEGRITY TITLE COMPANY:	34.65
Total FIRSTBANK:	16,240.03
Total FOUR SEASONS VETERINARY SPECIALISTS LLC:	144.25
Total FRANCE PUBLICATIONS, INC:	1,200.00
Total FRED DIEHL CONSULTING:	4,675.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	374.50
Total FRONTIER BUSINESS PRODUCTS:	1,766.41
Total FRONTIER COMMUNICATIONS CORP (LEASE):	1,194.10
Total FRONTIER COMPUTER CORP.:	8,353.44
Total FUN PRODUCTIONS INC:	3,227.50
Total G & G EQUIPMENT INC:	103.00
Total GOLF & SPORT SOLUTIONS:	26,138.26

Name	Total Paid
Total GRAINGER:	249.60
Total GRAVES CONSULTING LLC:	1,312.50
Total GREAT AMERICAN COFFEE/PUREWATER DYNAMICS:	241.05
Total GREATAMERICA FINANCIAL SERVICES CORP:	176.28
Total GREEN GIRL RECYCLING SERVICES:	307.50
Total GROUND SOLUTIONS:	5,425.00
Total GUARDIAN TITLE-DENVER:	36.85
Total HERITAGE TITLE - TUFTS:	64.43
Total HOME DEPOT CREDIT SERVICES:	2,394.33
Total HYDRANT METER REFUNDS:	1,660.18
Total IMS INFRASTRUCTURE MANAGEMENT SERVICES:	6,320.00
Total INLAND TRUCK PARTS & SERVICE:	126.00
Total INTERSTATE FORD:	989.62
Total INTERWEST SAFETY SUPPLY, INC.:	364.35
Total JOHNSON AUTO PLAZA:	659.82
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	381.07
Total KG CLEAN, INC:	5,806.78
Total KING CHEVROLET BUICK GMC:	214.01
Total KINSCO, LLC:	465.96
Total L.A.W.S.:	1,011.95
Total LAND TITLE-DENVER-2:	10.24
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	12,579.50
Total LEONARD RICE ENGINEERS, INC:	26,016.50
Total LIFE STORIES:	250.00
Total LITTLE THOMPSON WATER DISTRICT:	272.06
Total LONGMONT HUMANE SOCIETY:	1,116.00
Total MAC EQUIPMENT INC LONGMONT:	869.68
Total MALLORY SAFETY AND SUPPLY, LLC:	1,620.79
Total MCDONALD FARMS ENTERPRISES, INC:	925.30
Total MCGRANE WATER ENGINEERING, LLC:	50,980.30
Total MCI:	49.99
Total MIRACLE RECREATION EQUIPMENT CO.:	39.59
Total MISC VENDOR:	833.00
Total MUTUAL OF OMAHA INSURANCE CO:	7,394.79
Total NCSI:	57.00
Total NEW IPT INC:	9,117.00
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	1,348.50
Total NORTHWEST PARKWAY LLC:	58.20

Name	Total Paid
Total O.J. WATSON COMPANY, INC.:	27,673.00
Total OFFICE DEPOT INC:	164.49
Total O'REILLY AUTO PARTS:	729.40
Total ORKIN PEST CONTROL, INC:	193.44
Total PAUL D. BASSO:	2,000.00
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	681.00
Total PLAYPOWER **USE #1367**:	.00
Total PLAYPOWER LT FARMINGTON, INC:	848.00
Total POO FREE PARKS:	251.98
Total PSYCHOLOGICAL DIMENSIONS, LLC:	200.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	775.00
Total REXEL USA, INC:	15.47
Total RICHMOND AMERICAN HOMES:	239.65
Total RIPTIDE CAR & PET WASH:	539.00
Total ROSE SIGN LANGUAGE INTERPRETING CO:	498.75
Total RPS PLAN ADMINISTRATORS / 24 HOUR FLEX:	356.25
Total RURAL DITCH COMPANY:	446.00
Total SAFE BUILT COLORADO INC:	26,193.74
Total SAFETY AND CONSTRUCTION SUPPLY INC:	427.65
Total SEAHORSE SAFE & LOCKOUT SERVICE, LLC:	63.00
Total SIRCHIE FINGER PRINT LABORATORIES:	363.10
Total STEVE BALCEROVICH:	1,250.00
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	192.64
Total TIMBERLAN, INC:	68,271.50
Total TLM CONSTRUCTORS INC:	129,248.45
Total TRACTOR SUPPLY COMPANY:	277.02
Total TRAFFIC SIGNAL CONTROLS, INC:	57.00
Total Treetop Products, Inc.:	3,807.66
Total TRIDENT SECURITY SYSTEMS INC:	150.00
Total UME CUSTOM EMBROIDERY:	1,161.73
Total UNITED POWER:	13,102.45
Total UNITED SITE SERVICES OF COLORADO:	553.00
Total UNIVERSITY AUTO PARTS, INC:	64.82
Total UTILITY REFUNDS -1:	178.19
Total VALLI INFORMATION SYSTEMS:	2,836.90
Total VERIZON WIRELESS:	5,388.02
Total VISION GRAPHICS INCORPORATED:	3,574.80
Total VISION SERVICE PLAN - VSP:	1,132.80
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	2,635.00

Name	Total Paid
Total WASTE CONNECTIONS OF COLORADO INC:	317.65
Total WEAR PARTS & EQUIP CO., INC:	1,996.90
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	596.00
Total WELD COUNTY DETENTION CENTER:	58.56
Total WELD COUNTY TREASURER:	1,618.96
Total WESTERN PAPER DISTRIBUTORS INC:	543.44
Total WEX BANK:	8,518.29
Total WHITESTONE CONSTRUCTION SERVICES:	3,748.00
Total WICKHAM TRACTOR CO, Inc:	852.53
Total WILLIAMSON & HAYASHI, LLC:	17,334.50
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	264.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,775.14
Grand Totals:	1,096,701.66

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	8,304.00	Direct Deposit Net	386,122.78	Informational	0.00
2-00	Overtime Pay	35.00	Net	0.00	Fringe Benefits	234.60
3-00	Paid Time Off & EIB	587.50				
5-00	Call Outs	16.00				
7-00	Holiday, Holiday Worked	103.50				
8-10	PD Grant/Contracts	2.00				
8-00	Miscellaneous Pay	190.00				
8-21	NON WORK- COVID19	3,857.50				
8-24	WORKING - COVID 19	424.25				
9-01	Comp Time Earned	0.50				
9-02	Comp Time Used	2.00				
Grand Totals:		<u>13,522.25</u>		<u>386,122.78</u>		<u>234.60</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	417,767.71	8-13	Military Leave	0.00	61-02	HSA7100	-4,902.66
1-03	Mayor/Trustee	1,750.00	8-16	Employee Bonus	0.00	61-10	FSA- Dependent Care	-1,369.98
1-04	Temporary	0.00	8-20	Retro Pay (non-FPPA)	0.00	61-11	FSA- Limited Purpose	-206.66
2-00	Overtime	1,873.06	8-21	NON WORK - COVID 19	95,785.25	61-12	FSA - Medical	-1,738.86
3-01	PTO	17,638.93	8-24	WORKING - COVID 19	4,568.69	62-00	Dental Insurance	-876.77
3-05	PTO Payout	0.00	9-02	Comp Time	45.80	63-00	Vision	-310.00
3-10	Contract PTO	0.00	21-00	Cell Phone Stipend	225.00	64-01	Voluntary/Ad Life	-963.80
4-00	EIB	321.10	30-01	Gift Card	0.00	64-03	Child Life	-45.60
5-01	Call Outs	115.60	30-04	Life Ins > 50k	9.60	64-04	Spouse Life	-312.65
5-02	PD Call Outs	477.06	40-00	401k - PERA	-318.84	64-99	Accident Insurance	-712.16
7-01	Holiday	3,796.16	50-01	FPPA 457	-431.20	70-01	Misc Deduction	-122.46
7-02	Holiday Work SW	0.00	50-02	FPPA PD Pension	-20,830.88	70-02	Child Support	-837.50
7-03	Holiday Work NSW	0.00	50-03	FPPA ROTH	-992.56	70-03	Garnishment	-2,150.86
8-01	Misc Pay	-1,356.25	51-01	PERA	-27,113.48	70-04	Equipment	-572.56
8-02	Retro Pay	0.00	51-02	PERA+457	-597.60	74-00	Soc Sec	-806.90
8-04	Bereavement	0.00	51-03	PERA Life	-77.50	75-00	Medicare	-7,479.09
8-06	Snow Day	0.00	52-01	ICMA 401a	-250.00	76-00	FWT	-47,106.32
8-07	LTD Reimb	0.00	52-02	ICMA 457b	-290.40	77-00	SWT	-17,658.00
8-08	Pd Admin Leave	1,110.30	60-00	Health Insurance	-16,442.64	85-00	Net Pay - check	0.00
8-10	PD Grant	113.94	61-01	HSA3550	-2,366.64	86-00	Dir Deposit	386,122.78
8-12	Jury Duty	0.00						

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	15,149.63	61-01	HSA3550	1,150.00	91-00	Long Term Disability	1,972.36
51-01	PERA	46,431.91	61-02	HSA7100	3,100.00	92-00	Short Term Disability	1,970.64
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	5,303.16	93-00	Police Pension	5,302.42
52-01	ICMA 401a	1,600.00	63-00	Vision Insurance	828.80	94-00	Basic Life & AD&D	1,162.90
52-02	ICMA 457b	1,615.38	74-00	Social Security	806.90	95-01	Employee Asst Plan	599.84
60-00	Health Insurance	72,998.23	75-00	Medicare	7,479.09	98-00	State Unemployment	1,626.78