



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

May 8, 2024
6:30 PM

9900 Park Avenue, Firestone, CO 80504

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

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

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

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of April 24, 2024 Board of Trustees Regular Meeting Minutes
 - b. May 15, 2024 Special Board of Trustees Meeting
 - c. May 22, 2024 Board of Trustees Meeting Cancelation
 - d. **Resolution 24- 45:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A UTILITY EASEMENT AND AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TOWN OF FREDERICK
 - e. **Resolution 24- 46:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TOWN OF FREDERICK REGARDING THE WELD COUNTY ROAD 13 AND WELD COUNTY ROAD 20 INTERSECTION OPERATION IMPROVEMENT PROJECT

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

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

- f. 2024 Water Leasing Recommendation Memo
- g. **Resolution 24-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC REGARDING THE BROADBAND RIGHT-OF-WAY PROJECT

6. Proclamation

- a. Mental Health Awareness Month
- b. Building Safety Month
- c. Municipal Clerk's Week

7. Presentation

- a. Carbon Valley Parks and Recreation District
- b. Parks, Trails, Recreation, and Open Space Commission
- c. Police Officer Swear In

8. Land Development

- a. **PUBLIC HEARING: Resolution 24-47:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR FRONTIER ESTATES FILING 2 LOCATED WITHIN THE TOWN OF FIRESTONE
- b. **PUBLIC HEARING: Resolution 24-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICE PLAN FOR THE FRONTIER ESTATES METROPOLITAN DISTRICT
- c. **Resolution 24-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE MERITAGE HOMES OF COLORADO INC NATIVE WATER CREDIT PURCHASE AGREEMENT

9. Discussion/Action

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- a. **Resolution 24-49:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH ARTHUR MAESTAS
- b. **Resolution 24-50:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF CERTAIN SHARES OF DITCH COMPANIES OWNED BY THE TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE
- c. **Resolution 24- 52:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF FIRESTONE AND BIF IV INTREPID OPCO LLC.
- d. **Resolution 24-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON FOR THE NEIGHBORS POINT SUBDIVISION HAWK SIGNAL DESIGN SERVICES
- e. **Resolution 24-54:** A RESOLUTION APPROVING AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES
- f. **Ordinance 1042:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING RESIDENCY DISTANCE RESTRICTIONS UPON SEX OFFENDERS FROM DESIGNATED LOCATIONS WITHIN THE TOWN OF FIRESTONE AND DECLARING AN EMERGENCY
- g. Process to fill Board of Trustees Vacancy

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

11. Reports

- a. Staff
- b. Mayor

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

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c. Trustees

12. Executive Session

- a.** An executive session pursuant to C.R.S. 24-6-402(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding a development agreement for a parcel of property within the Town.

13. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Approval of April 24, 2024 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

1. 04-24-2024 Board of Trustee Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
April 24, 2024

1. Call to Order & Roll Call of Current Board of Trustees

The Town of Firestone met for a Regular Meeting on April 24, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez

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

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Pam Howard, Planning Manager; Rocco DeLuca, Chief Building Official; David Angelo, Chief of Police; Miriam Luna Gonzalez, Interim Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney.

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

4. Approval of Meeting Minutes

a. March 13, 2024 Board of Trustees Meeting Minutes

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve March 13th, 2024 Board of Trustees Meeting Minutes

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

5. Discussion/Action

- a. **ORDINANCE 1041:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO IMPOSING RESIDENCY RESTRICTIONS UPON REGISTERED SEX OFFENDERS AND DECLARING AN EMERGENCY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve **ORDINANCE 1041:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO IMPOSING RESIDENCY RESTRICTIONS UPON REGISTERED SEX OFFENDERS AND DECLARING AN EMERGENCY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

6. Recognition of Outgoing Board Members

7. Meeting Break

8. Swearing-In of Newly Elected Officials

9. Call to Order & Roll Call of Newly Elected Board of Trustees

The following were present upon the call of the roll:

Mayor: Don Conyac Jr.

Mayor Pro-tem: Frank A. Jimenez

Trustees: Lorna Morton
Matt Holcomb
Ray Byrd
Linda Haney

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

Kevin Hand, a Firestone resident, provided public comment regarding sex offender statistics.

Mac Ligenski provided public comment regarding an unsafe neighborhood.

Jet Lee, a Firestone resident, provided public comment regarding sex offenders in his neighborhood.

Paul Sorensen, a Firestone resident, welcomed and thanked the new board members.

Jennett Welch, a Firestone resident, provided public comment regarding sex offenders in her neighborhood and asked for an ordinance to protect her daycare in her neighborhood.

John Obert, a Firestone resident, made public comments regarding sex offenders in his neighborhood and thanked the board of trustees and town staff.

Cecil Hitzges, a Frederick resident, provided public comment regarding the removal of barricades.

Randy Rice, a Firestone resident, provided public comment regarding the safety of the children of his community.

Nick Medina, a Firestone resident, provided public comment regarding sex offenders in his community.

Debbie Muccluney, a Firestone resident, provide public comment regarding, American Military Family and Amercian Hero Resource Center, a non-profit, interested in changing the zoning of their property.

Trent John, a Firestone resident, congratulated the new board members and asked the board to come together to built a strong legacy.

Robert Losy, a Firestone resident, provided public comment regarding sex offenders in his neighborhood.

Chris Woody, a Firestone resident, provided pubic comment regarding the board of trustees vacancy seat.

Caleb Price, a Firestone resident, provided public comment regarding a path to handling sex offenders in his neighborhood.

Rooha Rebaras, a Firestone resident, provided public comment regarding his business process.

Mimi Salami, a Firestone resident, provided public comment regarding her visit to a neighbors house and his business in Barefoot Lakes.

11. Consent Agenda

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

Roll Call Vote:

Yes: Trustee Morton, Mayor Pro Tem Jimenez, Trustee Byrd, Trustee Haney, Matt Holcomb

No: None

Abstain: None

Motion carried.

- a. **Resolution 24-42:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND FRONTIER FIRE PROTECTION LLC FOR THE INSTALLATION OF A RADIO FREQUENCY BOOSTER SYSTEM FOR EMERGENCY SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT
- b. **Resolution 24-43:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY CONTRACTORS LLC FOR COMPLETION OF THE REMAINING ELECTRICAL WORK AT THE ST VRAIN WATER TREATMENT PLANT
- c. **Resolution 24-44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND COBALCO SERVICES INC

12. Discussion/Action

- a. **Resolution 24-38:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS

WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE
AGREEMENT WITH DILLON FAMILY LLC

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to Approve **Resolution 24-38**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH DILLON FAMILY LLC

Roll Call Vote:

Yes: Trustee Morton, Mayor Pro Tem Jimenez, Trustee Byrd, Trustee Haney, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- b. **Resolution 24-39**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY LLC FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF ROADWAYS IN MONARCH ESTATES AND OAK MEADOWS SUBDIVISIONS AND CRACK REPAIR PROJECT FOR STONE RIDGE, MONARCH ESTATES AND OAK MEADOWS SUBDIVISION

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 24-39**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY LLC FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF ROADWAYS IN MONARCH ESTATES AND OAK MEADOWS SUBDIVISIONS AND CRACK REPAIR PROJECT FOR STONE RIDGE, MONARCH ESTATES AND OAK MEADOWS SUBDIVISION

Roll Call Vote:

Yes: Trustee Morton, Mayor Pro Tem Jimenez, Trustee Byrd, Trustee Haney, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- c. **Resolution 24-41**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING LLC REGARDING CONSTRUCTION OF A MANAGED GROUNDWATER RECHARGE FACILITY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **Resolution 24-41**: A RESOLUTION OF THE BOARD OF TRUSTEES OF

THE TOWN OF FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING LLC REGARDING CONSTRUCTION OF A MANAGED GROUNDWATER RECHARGE FACILITY

Roll Call Vote:

Yes: Trustee Morton, Mayor Pro Tem Jimenez, Trustee Byrd, Trustee Haney, Trustee Holcomb

No: None

Abstain: None

Motion carried.

d. Appointment of St. Vrain Water Authority Board Member

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve the Appointment of St. Vrain Water Authority Board Member Sean Doherty

Roll Call Vote:

Yes: Trustee Morton, Mayor Pro Tem Jimenez, Trustee Byrd, Trustee Holcomb

No: Trustee Haney

Abstain: None

Motion carried.

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

David Whelan, a Firestone resident, encouraging the new board members to read the CIRSA manual.

14. Reports

a. Staff

AJ Krieger, Town Manager, informed the board that he would follow up to schedule some topics to cover with the new board members, such as a day-long water discussion. He also failed to mention that Julie is also on the Water Authority Board and has water experience.

14.a.i. March Financial Report

b. Mayor

Mayor Conyac mentioned that the board must appoint a Mayor Pro Tem.

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve the nomination to

appoint Frank A. Jimenez as Mayor Pro Tem

Roll Call Vote:

Yes: Trustee Morton, Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Byrd,
Trustee Haney

No: None

Abstain: None

Motion carried.

Mayor Conyac mentioned that there will be a Mayor-Firestone Voice communication going out to residents.

c. Trustees

15. Adjournment

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

Introduced and Approved the 8th of May 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac Jr., Mayor

Miriam Luna Gonzalez,
Interim Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

May 15, 2024 Special Board of Trustees Meeting

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

May 22, 2024 Board of Trustees Meeting Cancellation

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: May 8, 2024

Initiated By: Matt Wiederspahn

Department: Engineering - Town

AGENDA ITEM

Resolution 24- 45: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A UTILITY EASEMENT AND AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TOWN OF FREDERICK

RECOMMENDATION

Staff recommends the Board approve Resolution 24-45, approving an easement agreement with the Town of Frederick.

SUMMARY

As part of the Town of Frederick's 2024 CIP program, drainage improvements across Colorado Blvd south of Pine Cone Avenue will be constructed to increase drainage capacity at the crossing. The existing crossing has been under-sized for many years and led to Colorado Blvd being overtopped and closed during the 2013 flood. Staff with both Towns have been working together on the design and now construction of this crossing, with the Town of Frederick taking the lead on the project as they are the jurisdictional owner of the crossing. It was determined during design that a portion of the crossing work will occur on the Firestone Trail property owned by the Town of Firestone. Therefore, Firestone needs to dedicate an easement to Frederick for this work. Town staffs and attorneys have reviewed the easement agreement and are all supportive of it. The Town of Frederick Board of Trustees has also already approved the agreement.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

While there are no financial considerations with this easement, the Board adopted 2024 budget included a \$155,000 reimbursement to Frederick for Firestone's portion of this project.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Reso 24-45 Frederick Firestone Colorado Blvd Drainage Easement
2. Firestone and Frederick Drainage Easment

RESOLUTION NO. 24-45

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A UTILITY EASEMENT AND
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TOWN
OF FREDERICK**

WHEREAS, the Town of Frederick (“Frederick”) in order to proceed with its Colorado Boulevard Drainage Improvements Project is in need of an easement from the Town of Firestone (“Firestone”); and

WHEREAS such easement would permit Frederick to construct, install, access operate, use, maintain and repair the Project upon, across, over and under land owned by Firestone; and

WHEREAS, Firestone is willing to permit Frederick to perform such work subject to the terms and conditions set forth in a Utility Easement and Agreement.

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

The Utility Easement and Agreement between the Town of Firestone and Town of Frederick 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 Utility Easement and Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

UTILITY EASEMENT AND AGREEMENT

This **UTILITY EASEMENT AND AGREEMENT** ("Agreement") is made and entered into this 13th day of February, 2024, by and between the TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue, Firestone, Colorado, 80504 ("Firestone" or "Grantor") and the Town of Frederick, a Colorado statutory town whose address is 401 Locust Street, P.O. Box 435, Frederick, Colorado 80530 ("Town" or "Grantee").

1. Grantor's Property. Firestone is the owner of that certain parcel of real property (the "Property") located in Weld County, Colorado, legally described as **Exhibit A**.

2. Grant of Easement – Consideration. Firestone grants to Grantee a perpetual, non-exclusive easement (the "Easement") over, under, in and across that portion of the Property as more fully described in **Exhibit A**, attached to and made a part of this Agreement (the "Easement Area"), subject to the terms and conditions set forth below.

3. Purpose and Uses of Easement. Grantee may use the Easement: (a) to construct, install, access, operate, use, maintain, repair, reconstruct, replace, inspect, and remove, at any time and from time to time, **Colorado Boulevard Drainage Improvements** (the "Improvements") upon, across, over, under through and within the Easement Area; (b) to remove obstructions to the Improvements; and (c) to mark the location of the Easement Area and Improvements by suitable markers set and maintained in the ground. Nothing herein shall be construed to permit any overhead utilities or any surface or underground facilities or equipment associated with any utilities other than the Improvements within the Easement Area.

4. Access. Grantee shall only use the existing roads for ingress and egress.

5. Grantor's Rights in Easement Area. Firestone reserves the right to use the Easement Area for any purposes that will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted. Firestone shall not erect or cause to be erected any permanent buildings or structures within the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld, with the exception of the existing Firestone Trail and pedestrian bridge. Firestone shall have the right to maintain, repair, and replace the trail and bridge at anytime without written consent of Grantee.

6. Construction.

A. Grantee shall provide Firestone a complete set of "As-Built Plans" for the Improvements, in paper and electronic format, within thirty days following construction and installation of the Improvements.

B. Grantee shall ensure that construction of the Improvements shall be undertaken by a licensed contractor, and shall cause all work to be performed by such contractor to be in accordance with all applicable statutes, ordinances, rules, regulations and permitting requirements.

7. Operation and Maintenance.

A. Grantee shall be solely responsible for the maintenance and replacement of the Improvements now or hereafter constructed and located within the Easement Area.

B. Upon completion of any construction work in the Easement Area, Grantee will maintain the surface of the Easement area in compliance with any applicable weed, nuisance or other legal requirements.

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 surface of 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 Firestone, correction of any subsidence, and restoration of any other pre-existing improvements or conditions impacted by Grantee's activities.

8. Liability and Responsibility.

A. Firestone shall have no obligation to contribute to the costs or expenses of initial construction or installation of the Improvements.

B. Except for any negligent or willful act or omission, Firestone shall not be responsible or held liable for damages to the Improvements resulting from any work conducted by Firestone on the Property or in connection with performing authorized emergency repairs and maintenance of any existing improvements on the Property.

C. Nothing in this Easement Agreement shall be construed to be a waiver of the limitations on liability which are provided to Firestone or the Town of Frederick under any provision of law or the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as currently enacted or subsequently amended ("CGIA").

9. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, including without limitation, all subsequent owners of the Property, and all persons claiming under them. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Area and are to run with the land.

10. Notices. Any notice, request, consent, offer or demand required or permitted to be given in this Agreement, shall be in writing and be sufficiently given if delivered in person or sent by mail or email, addressed to the party to whom such notice is intended to be given at the address set forth below:

Firestone:

Town of Firestone
A.J. Krieger, Town Manager

Grantee:

Town of Frederick
Bryan Ostler, Town Manager

P.O. Box 100
Firestone, CO 80520

William P. Hayashi
Williamson and Hayashi, LLC
1650 38th Street, Suite 103
Boulder, CO 80301

P.O. Box 435
Frederick, CO 80530

Christine M. Francescani
Town of Frederick
P.O. Box 435
Frederick, CO 80530

11. Governing Law; Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any actions arising from this Agreement and any amendments hereto shall rest exclusively in Weld County, Colorado.

12. Amendment; Waiver: No provision of this Agreement may be amended, waived or otherwise modified without, except by a writing executed by both Parties. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

13. Authority. Firestone warrants that it has full right and lawful authority to convey the real property interests contained in the Easement granted above. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and to bind itself, its respective successors and assigns, and that no other contract or agreement to which it is a party prevents it from executing this Agreement or concluding the transactions described herein.

14. 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.

15. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

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

SIGNATURE PAGES FOLLOW

GRANTOR:

**THE TOWN OF FIRESTONE,
COLORADO, a Colorado municipality**

By: _____
Don Conyac Jr, Mayor

Date: _____
May 8, 2024

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Interim Town Clerk

William P. Hayashi, Town Attorney

GRANTEE:

TOWN OF FREDERICK,

COLORADO, a Colorado statutory town

APPROVED BY resolution 24-R-08 at the meeting of February 13th, ~~2022~~ ²⁰²⁴

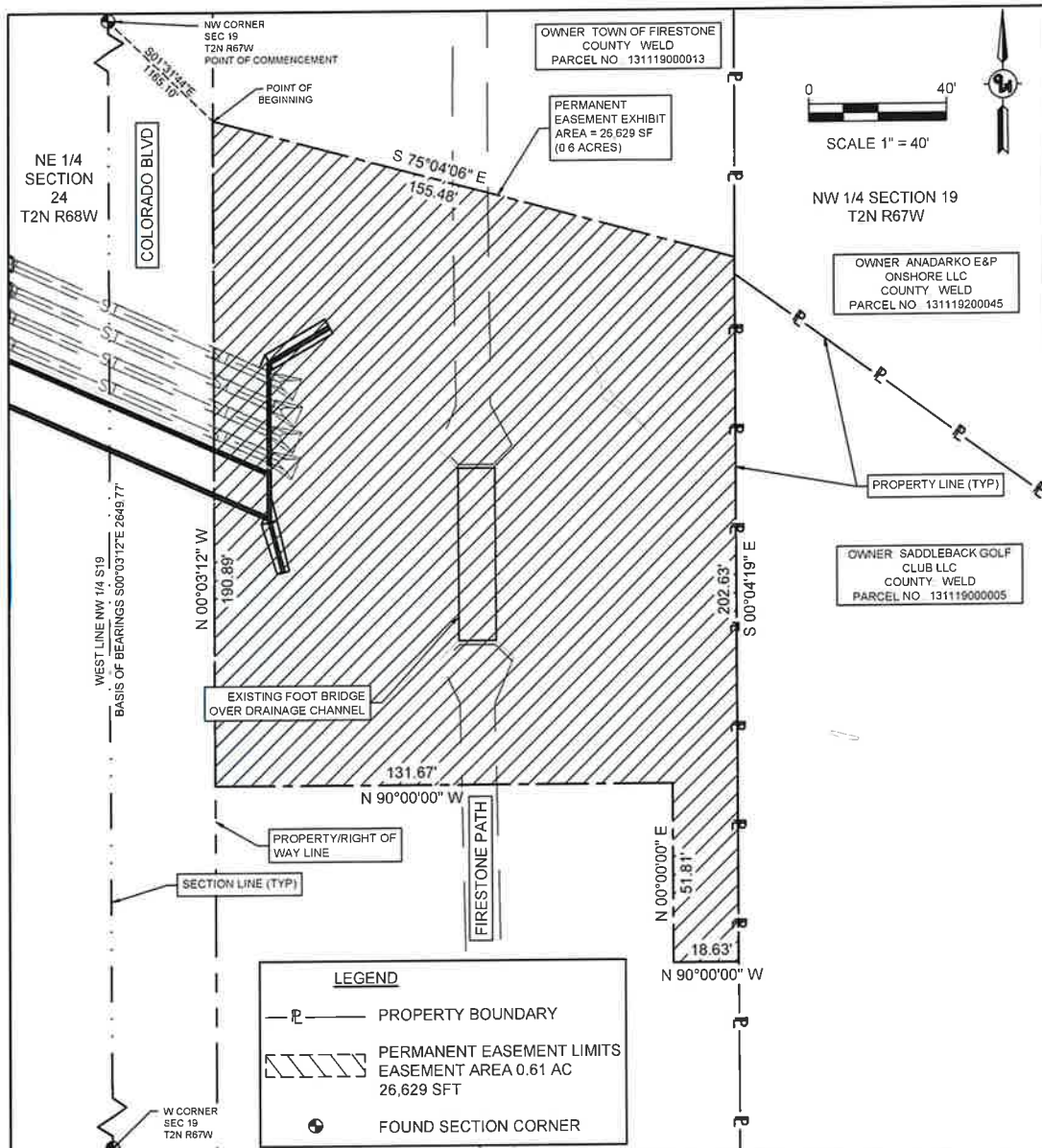
ATTEST:

Town of Frederick, Colorado

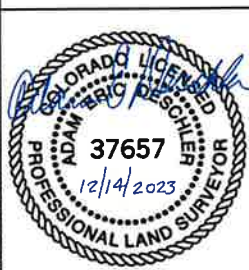
Kathy Jo Green
Deputy - Town Clerk

Tracie Crites
Tracie Crites, Mayor





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CHECKED BY:	AED	DATE PLOTTED:	Dec 14, 2023
JOB NO:	0360	DRAWN BY:	FH

42 YEARS

ENGINEERING • PLANNING • SURVEYING

EXHIBIT 'A'
TOWN OF FIRESTONE
PERMANENT EASEMENT
 SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF
 SECTION 19, T2N, R67W OF THE 6TH P.M. LARIMER COUNTY,
 COLORADO
 PAGE 1 OF 1

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: May 8, 2024

Initiated By: Matt Wiederspahn

Department: Engineering - Town

AGENDA ITEM

Resolution 24- 46: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TOWN OF FREDERICK REGARDING THE WELD COUNTY ROAD 13 AND WELD COUNTY ROAD 20 INTERSECTION OPERATION IMPROVEMENT PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 24-46, approving an intergovernmental agreement with the Town of Frederick.

SUMMARY

The Town of Frederick, as lead agency, and the Town of Firestone, as a supporting agency, were recently awarded a DRCOG Southwest Weld County Subregional Forum 2024-2027 TIP Grant for transportation improvements at the Colorado Blvd and Pine Cone Avenue intersection. As part of this grant application, the two jurisdictions agreed to provide a 20% local agency match to be split evenly between the two jurisdictions. The grant application estimated a project cost of \$2,575,000 which includes a 20% local match of \$516,000, of which the Town of Firestone is responsible for \$258,000. This IGA memorializes this cost split, as well as a 50/50 split of any additional project costs. This IGA does not authorize the expenditure of funds for the match, just the agreement to split it evenly between the two jurisdictions. However, the 2024 CIP Budget adopted by the Board included \$258,000.00 for the Town of Firestone's portion of the local match.

The Town of Frederick recently issued a request for qualifications from engineering firms for design services for this project. Design through the CDOT Grant process for this project is expected to take 12-14 months with construction starting in late 2025/early 2026.

FINANCIAL CONSIDERATIONS

This agreement does not authorize the immediate expenditure of funds. However, the 2024 Budget included \$258,000.00 for the Town of Firestone's portion of the local match for the Colorado Blvd and Pine Cone Ave DRCOG TIP Grant.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2024 Budget, which included \$258,000.00 for the Town of Firestone's portion of the local match for the Colorado Blvd and Pine Cone Ave DRCOG TIP Grant.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Reso 24-46 Frederick Firestone Colorado Blvd & Pine Cone Ave IGA

2. Firestone-Frederick IGA_FINAL

RESOLUTION NO. 24-46

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND TOWN OF FREDERICK REGARDING THE
WELD COUNTY ROAD 13 AND WELD COUNTY ROAD 20 INTERSECTION
OPERATION IMPROVEMENT PROJECT**

WHEREAS, in accordance with C.R.S. 29-1-203 governments may cooperate or contract with one another to provide any lawfully authorized function service or facility; and

WHEREAS Weld County Roads 13 and 20 are Principal Arterials within the Regional Roadway System and the intersection of the roads lies within the jurisdictions of the Town of Firestone ("Firestone") and the Town of Fredrick (Frederick); and

WHEREAS to alleviate the congestion, decrease pollution, improve pedestrian and bicycle connectivity and safety at the intersection Firestone and Frederick desire to enter into an Intergovernmental Agreement to improve the intersection through means such as updated traffic signal timing and controls, pedestrian crossing controls, ADA curb ramps and widening of the intersection to incorporate auxiliary turn lanes on the primary corridors; and

WHEREAS to finance the Project the parties received a Denver Regional Council of Governments ("DRCOG") Southwest Weld County Subregional Forum Fiscal Year 2024-2027 Transportation Improvement Project ("TIP") Grant however as such monies will not cover all Project costs Frederick and Firestone have agreed to equally split both the Grants required matching funds and all other Project costs and work together in good faith to complete the Project.

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

The Intergovernmental Agreement between the Town of Firestone and Town of Frederick for the Weld County Road 13 and Weld County Road 20 Intersection Operation Improvement Project 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 Intergovernmental Agreement on behalf of the Town

INTRODUCED, READ AND ADOPTED this ___ day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

WELD COUNTY ROAD 13 AND WELD COUNTY ROAD 20
INTERSECTION OPERATION IMPROVEMENT PROJECT
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 between the Town of Firestone, a Colorado statutory Town, whose address is 9950 Park Avenue, Firestone, CO 80504, hereafter referred to as "Firestone," and the Town of Frederick, a Colorado statutory town, whose address is 401 Locust Street, Frederick, CO 80530, hereafter referred to as "Frederick." Firestone and Frederick may be individually referred to as a "Party" and collectively referred to herein as "Parties."

WHEREAS, the Parties, through their respective governing bodies, find that:

1. Weld County Road 13 forms the primary arterial corridor in the Tri-Town area of Firestone, and Frederick, with both Weld County Road 13 and Weld County Road 20 identified as Principal Arterials within the Regional Roadway System.

2. With rapid growth of the Northern Front Range and within the Tri-Town area, the Frederick Transportation Master Plan has identified intersection improvements as an area of focus to improve traffic operations through signal timing, controls, and widening through the incorporation of auxiliary turn lanes on primary corridors.

3. The proposed project is necessary to alleviate congestion along the corridor and decrease pollution associated with such congestion, improve bicycle and pedestrian connectivity by creating trails and bicycle lanes where none currently exist, improve safety by including ADA curb ramps and pedestrian crossing controls where none exist, and reduce accidents associated with congestion and inadequate roadway capacity.

4. The people of the State of Colorado have authorized the Parties to exercise the powers and to cooperate and contract in the matters set out in this Agreement through the Colorado Constitution, Article XIV, Section 18 (2) (a), Article XX, Section 6, and Article XI, Section 7.

5. The General Assembly of the State of Colorado has authorized and encouraged local governments to exercise the powers and to cooperate and contract in the matters set out in this Agreement through the enactment of State statutes including, but not limited to: C.R.S. Section 29-20-101, et seq., and particularly Section 29-20-105 and Section 29-20-106; Section 29-1-201, et seq., and particularly Section 29-1-201 and Section 29-1-203; and Section 31-25-101, et seq.

6. This Intergovernmental Agreement is entered into pursuant to the authority granted by the General Assembly and the people of the State of Colorado, as described above, and the subject matter and agreements contained herein are logical and

foreseeable results of the State's enactment of the foregoing statutes and Constitutional provisions.

WHEREAS, Frederick, with Firestone as supporting agency, was awarded a Denver Region Coalition of Governments (DRCOG) Southwest Weld County Subregional Forum Fiscal Year (FY) 2024-2027 Transportation Improvement Project (TIP) grant (Grant) in the amount of \$2,059,9000; and

WHEREAS, Firestone and Frederick desire to establish and clarify provisions relating to Party cost sharing with regard to performance of the activities outlined in paragraph 3 above; and

WHEREAS, in view of the foregoing findings of the Town of Firestone Board of Trustees and Town of Frederick Board of Trustees, it is appropriate that this Agreement be entered into.

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

1. Project Area. The area referenced in this Agreement as Exhibit 1 is hereafter referred to as the Weld County Road 13 and Weld County Road 20 Intersection Operation Improvement project area (or "Project Area").

2. Rights-of-Way. Within their respective jurisdictions in the Project Area, each Party shall provide the other all necessary utility easements and rights-of-way for storm drainage, roadway, or multimodal improvements without charge. The requesting Party as part of the Project Area design process shall work with the providing Party's Town Engineer for review and approval of drainage, roadway, and multimodal improvements.

3. Cost Sharing.

a. Local Agency Match. The Parties understand that the DRCOG Southwest Weld County Subregional Forum FY 2024-2027 TIP grant required 20% Local Agency matching funds totaling \$516,000, and per Request for Peer Agency Support forms, the Parties have agreed to split this cost at \$258,000 each.

b. Additional Project Costs. The Parties understand that the implementation of this Agreement and the achievement of its purposes, including design, acquisition, and construction of the Project Area, may require additional funds in excess of the \$2,575,000 (\$2,059,9000 grant funds and \$516,000 Local Agency matching funds) provided, and hereby agree to cost sharing of additional costs, 50% Town of Firestone and 50% Town of Frederick.

c. Non-Appropriation. Additional project costs are subject to appropriation. Notwithstanding anything contained in this Agreement to the

contrary, in the event no funds or insufficient funds for any additional project costs are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of Frederick or Firestone, the affected Party shall immediately notify the other Party writing of such occurrence and the affected Party's obligations under this Agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the affected Party.

4. Parties to Exercise Good Faith. The Parties agree to devote their best efforts and to exercise good faith in implementing the provisions of this Agreement.

5. Intent of Agreement. This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto nor to require Firestone or Frederick to annex any property or to provide any services to any land. This Agreement is not intended to limit in any way the powers or responsibilities of Weld County or of any other political subdivision of the State of Colorado not a party hereto.

6. Remedies for Default. Should any party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance to the reasonable satisfaction of the noticing party within ninety (90) days after said notice, may maintain an action in a court of competent jurisdiction for specific performance, injunctive, or other appropriate relief, excluding damages relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney fees.

7. Amendment. This Agreement is the entire and only agreement between the Parties regarding the Project Area and the sharing of certain tax revenues generated therein; there are no promises, terms, conditions, or obligations other than those contained herein. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. This Agreement may be amended only by an instrument in writing signed by the Parties.

8. Severability and Reformation. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the Parties.

9. Effective Date. This Agreement shall become effective on the ____ day of May, 2024.

IN WITNESS WHEREOF, the above Parties hereto have caused this Agreement to be executed.

TOWN OF FIRESTONE

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P Hayashi, Town Attorney

TOWN OF FREDERICK

Tracie Crites, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: May 8, 2024

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

2024 Water Leasing Recommendation Memo

RECOMMENDATION

Staff recommends approval of the recommendation from the leasing memo to lease the remaining available water for 2024.

SUMMARY

Approval of this memo would authorize staff to lease up to 1,683 acre-feet in water year 2024 to other C-BT allottees or Windy Gap users.

On April 11, 2024, the Northern Water Board of Directors voted to increase its 2024 quota allocation for the Colorado-Big Thompson Project to 70 percent. The annual leasing memo recommends leasing available water to users within the Northern Water boundaries.

FINANCIAL CONSIDERATIONS

Lease revenues could range between \$25,000.00 to \$32,000.00 for the Water Fund, depending on the number of shares leased.

HISTORY AND PREVIOUS BOARD ACTION

Each year, when Northern Water declares the final allocation or quota in the spring, Town staff and the Town's consulting engineer evaluate the annual demand for any remaining, available water that can be leased for beneficial use.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. 2024 Leasing Memorandum May 2 2024



Memorandum

To: Julie Pasillas, Town of Firestone Director of Public Works
From: Brett W. Gracely, P.E., D.WRE
Reviewed by: Gregg S. Ten Eyck, P.E.
Date: May 2, 2024
Project: 1527TWF02-24
Subject: C - BT Water Leasing in 2024

Each year the Town of Firestone transfers raw water—in the form of C-BT unit contracts or Windy Gap allocations—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 C-BT and Windy Gap water supplies available for transfer exceed projected 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 2024. Note that this memorandum is based on supplies available to the Carter Lake Filter Plant only and the assumption that all treated water demand in Firestone in 2024 will met by the Carter Lake Filter Plant. It is understood that a small portion of Firestone's 2023 demand was met by the St. Vrain Water Authority WTP and that that will continue in 2024. That production is not factored into this analysis. Furthermore, this memorandum is based on year-to-date figures as reported by Northern Water (Northern).

METHODOLOGY

The amount available for lease is calculated as the Total Supply – Forecast Demand – Carryover Target.

The Total Supply available is the sum of the 2024 quota (3,800.3 acre-feet) and remaining carryover storage (623 acre-feet) or 4,423.3 acre-feet, based on YTD reporting.

The Forecast Demand, consistent with past years' methodology, is calculated as 110% of the prior year's C-BT transfers to the Carter Lake Plant. 2023 transfers totaled 1,514 acre-feet resulting in a forecast demand of 1,665.4 acre-feet.

The Carryover Target, again consistent with past years' methodology, is calculated as 0.22 acre-feet per unit less the 10% charged by Northern, or $0.22 \times (5,429) - 10\%$ is approximately, 1,075 acre-feet.

Therefore, the estimated amount available for lease is:

Quantity	Amount	
Total Supply	4,423	acre-feet
Forecast Demand	-1,665	acre-feet
Carryover Target	-1,075	acre-feet
Available for Lease	1,683	acre-feet

RECOMMENDATION

We recommend that staff be authorized to lease up to 1,683 acre-feet in water year 2024 based on currently available information.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.g

Consent Agenda

Meeting Date: May 8, 2024

Initiated By: Nate Haasis

Department: Engineering - Town

AGENDA ITEM

Resolution 24-53: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC REGARDING THE BROADBAND RIGHT-OF-WAY PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 24-53, approving a professional services agreement with Ditesco.

SUMMARY

This agreement is for Ditesco to assist with the construction management and inspection of the HyperFiber project, which will install fiber throughout most of the Town.

On March 13, 2024, the Board of Trustees approved Resolution 24-35, a Non-Exclusive License Agreement with HyperFiber LLC. Due to the extensive size of the HyperFiber project installing fiber throughout a majority of the Town, the Town does not have the staffing to perform the necessary design review and inspection duties for this project.

Ditesco has previously and successfully performed design services and construction management services for the Town on the various Historic Firestone Waterline and Road Replacement projects. Ditesco will act as a liaison and construction inspector for the Town of Firestone.

Their full proposed scope includes:

- HyperFiber Design Submittal Review
- Project Coordination
- ROW Review
- Tracking Construction Progress
- Inspection/Verification of Improvements
- Punch List/Close Out of ROW Work

All services paid for by the Town through this contract will be charged back to HyperFiber as permit fees for their town-issued Right-of-way permits.

FINANCIAL CONSIDERATIONS

This contract is a not to exceed amount of \$303,379.00 to be paid by the Town. However, all actual costs associated with these services will be charged back to HyperFiber through their Right-of-Way Permits.

HISTORY AND PREVIOUS BOARD ACTION

In 2018, the Board of Trustees identified broadband as a community need by seeking to overturn the restrictions SB-152 places on local government. In April 2018, Firestone voters approved local authorities for broadband services.

On March 13, 2024, the Board of Trustees approved Resolution 24-35, a Non-Exclusive License Agreement with HyperFiber LLC.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Establish a Strong & Competitive Business Environment
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Reso_24-53_Ditesco LLC Broadband Services
2. Contract_S2024_9244_Signed

RESOLUTION NO. 24-53

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO
LLC REGARDING THE BROADBAND RIGHT-OF-WAY PROJECT.**

WHEREAS, the Town of Firestone (“Town”) desires to enter into a Professional Services Agreement with Ditesco LLC (“Ditesco”) for right-of-way inspection and build out support services for the Town’s Broadband Right-of-Way Project (“Project”); and

WHEREAS, because Ditesco has recently provided services for the Town regarding other local broadband projects it’s familiar with the Town’s processes and procedures and uniquely qualified to provide the right-of-way inspection and build out support services for the current Project; and

WHEREAS, it is thus in the Town’s best interest that Ditesco be selected as a sole source provider to perform the required services for the Project.

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

The Professional Services Agreement between the Town of Firestone and Ditesco LLC for right-of-way inspection and build out support for the Town’s Broadband Right-of-Way Project 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 May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and DITESCO an independent Consultant with a principal place of business at 2133 S. Timberline Road, Unit 110, Fort Collins, Colorado 80525 ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Broadband Right-of-Way Project (S2024-9244)**.
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall continue until Consultant 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 the Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed **\$303,379.00**. This amount shall include all fees, costs and expenses incurred by Consultant , and no additional amounts shall be paid by the Town for such

fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ Sub-Consultant s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant 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 Consultant.
- B. If the Town reuses or makes any modification to Consultant 's designs, documents or work product without the prior written authorization of Consultant , the Town agrees, to the fullest extent permitted by law, to release the Consultant , its officers, directors, employees and sub-Consultant s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant . Nothing herein shall be construed as a limitation on the Consultant 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONSULTANT

Consultant is an independent Consultant. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall

be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

- A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, the Consultant shall procure and maintain, and shall cause any Sub-Consultant 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, and employees, Consultant as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
 3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.
- B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees Consultant shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.
- C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

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

to Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.

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

IX. CHANGE ORDERS

- A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Consultant, stating their Agreement, as applicable, upon all of the following:
1. The scope of the change in the Work;
 2. The amount of the adjustment to the Contract Price and
 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Consultant shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

-
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT

By: _____

Kurt M.
President 4-16-2024

Delivery by email to:
mwiederspahn@FirestoneCO.gov

April 10, 2024

Matt Wiederspahn, PE
Town Engineer
Town of Firestone
9950 Park Avenue
Firestone, CO 80504

RE: Broadband Right-of-Way Inspection

Dear Matt:

Thank you for giving Ditesco the opportunity to assist the Town of Firestone on the Broadband Right-of-Way Inspection project. This scope of work proposal follows two meetings with the Town of Firestone to discuss and understand the desired scope of work. This proposal provides right-of-way inspection to support the build-out of HyperFiber's broadband network.

We appreciate the opportunity to continue our relationship with the Town of Firestone! One of Ditesco's core business principals is to provide successful delivery of infrastructure projects for our clients.

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970-628-0992 and email nathan.hoople@ditescoservices.com.

Sincerely,



Nathan Hoople, PE, PMP

Enc. scope of services

Cc: Keith Meyer, PE – Principal
file

Exhibit A

Broadband Right-of-Way Inspection

Design Scope of Services

Project Understanding

The Town of Firestone (Town) recently agreed to the installation of high-speed Broadband throughout the Town. In this effort, the Town agreed to allow HyperFiber access to the Right-of-Way (ROW) in order to complete this fully underground installation. HyperFiber plans to complete the installation of broadband infrastructure across the Town, over 12 months. This build-out will include approximately 10,000 passings.

The Town has agreed to the use of the ROW, with the following exceptions:

- HyperFiber will confirm all Plats/ROW Compliance with each design submittal
- Design submittals will be provided to the Town for review with ROW Compliance
- HyperFiber will submit ROW permits by sector (288 passings or so).
- HyperFiber will provide record drawings of all installed infrastructure as well as mapping of existing utilities based upon pothole data.

HyperFiber anticipates beginning construction in spring 2024, with the total project build-out to be completed in 12 months, from construction start.

Ditesco will act as a liaison and construction inspector for the Town of Firestone on a part-time basis. Our proposed scope of services will include HyperFiber design submittal review, initial project coordination, review of right-of-way work, tracking progress of construction with open ROW permits, inspection/verification of improvements, and punch list/close-out of work within the ROW.

Phase: Design

- Ditesco staff will work with the Town to review and refine the existing GIS database that will allow tracking the status of ROW work and construction status on a real-time app-based system. It is anticipated the database is on the Town's GIS system and Ditesco staff will have access to that system throughout the design and construction phase.
- Our team will work with Town staff to develop a notification process for construction inspection. This is anticipated to be an email inbox or hotline number that can be called by Contractors working within the ROW.
- Ditesco has anticipated participation in weekly coordination meetings during the initial project start. For this effort we have anticipated six (3) meetings. Meetings are anticipated to be held in a combination of in-person and on Microsoft Teams.
- Our team has allotted time for initial coordination meetings with HyperFiber to discuss process for construction. For this effort we have anticipated approximately five (5) 2-hour meetings, to be held in a combination of in-person and on Microsoft Teams.

Phase: Construction

- Ditesco staff will participate in one (1) preconstruction meeting. This meeting is anticipated to be coordinated, managed and documented by HyperFiber and will discuss procedures for work within the ROW, inspections, quality testing, and coordination.
- We will act as a liaison for Town staff and complete the review of ROW Permit Applications associated with this project. Our staff will review permit applications for conformance to construction standards within the Town of Firestone. For this effort we have allotted three (2) hours per week.

- Our team will track open ROW permits. We will track open permits and verify completion of items, closing out open permits. For this effort we have anticipated two (2) hours per week.
- Ditesco staff will complete weekly field work to verify compliance with ROW construction. Our team will respond to requests for ROW work inspection, inspect the ROW prior to completion of restoration, after restoration, photograph work progression throughout the Town, and track quality reports associated with each ROW work excavation. We will verify close-out of all items and notify the contractor of non-conforming items. We have anticipated five (5) days per week, over a 12-month period, for inspection work within the ROW at an average of 2 hours of site walks each day.
- Our team will verify restoration materials have been approved for use within the Town's ROW.
- We will manage a project Procore site to house all project photos, quality reports, and miscellaneous documentation between the Town and Ditesco.
- Our team will manage job files, tracking photographs, updating GIS, quality reports, and other project-related items. This effort is anticipated at five (5) hours per week.
- We will participate in a punch list walk and verify close out completion for each phase. We have anticipated 20 hours per each of four (4) phases of the work to complete this close-out effort.
- Our team will review record drawings of actual work installed throughout the ROW. These record drawings are anticipated to be provided on a weekly basis from HyperFiber to Ditesco.

Additional Services – Engineering and Construction Services

- To further support Firestone during construction, we will provide additional part-time construction and engineering management services, as specifically requested.

Deliverables:

Deliverables will include full project documentation furnished electronically as listed below.

- Design Phase Correspondence
- Project photographs
- ROW permits
- Quality Reports
- Punch Lists

Schedule

The anticipated schedule is as follows.

Initial Permitting Phase:	April to June 2024
Construction Phase	May 2024 to May 2025

Fee Estimate

We have based our fee estimate on the following assumptions:

- Development of GIS system for ROW work tracking.
- Design and Construction Phase schedule as stated above
- Construction effort to be completed during normal working hours, Monday through Friday. Our team will be available for a standard 8-hour day, during the hours of 7:00am-5:00pm, three days per week, as coordinated with the Town.
- RFI and submittal review completed by Others.
- Record drawings to be completed by ISP and reviewed by Ditesco.
- Vehicle mileage will be billed on a daily rate.

Initial Permitting Phase	\$ 18,968.00
Construction Phase	\$254,581.00
Other Direct Costs	<u>\$ 29,830.00</u>
Total:	<u>\$303,379.00</u>

A detailed task breakdown is included. Please find this on page 6 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis based on the rates shown in the table on page 5 and 6 of this proposal. All reimbursable expenses will be billed at direct cost.

**Ditesco
Town of Firestone
2024 Wage Rate Schedule**

President:	\$215.00 - \$297.00 per hour
Principal/VP:	\$185.00 - \$248.00 per hour
Program/Department Manager:	\$160.00 - \$204.00 per hour
Senior Project Manager:	\$155.00 - \$196.00 per hour
Project Manager:	\$146.00 - \$183.00 per hour
Associate Project Manager:	\$132.00 - \$163.00 per hour
Engineer:	\$128.00 - \$152.00 per hour
Associate Engineer:	\$120.00 - \$142.00 per hour
Project Engineer:	\$106.00 - \$132.00 per hour
Senior Construction Manager:	\$134.00 - \$187.00 per hour
Construction Manager/Resident Engineer:	\$128.00 - \$157.00 per hour
Associate Construction Manager	\$102.00 - \$144.00 per hour
Inspector:	\$85.00 - \$124.00 per hour
Senior CAD Design:	\$125.00 - \$154.00 per hour
CAD Design:	\$90.00 - \$135.00 per hour
GIS Technician:	\$78.00 - \$141.00 per hour
Administrative:	\$72.00 - \$94.00 per hour
Mileage Reimbursement:	IRS Rate
Daily Truck Rate:	\$105.00 per day
Subconsultant Markup	none
All other costs at direct expense	
Terms	30 days net

Phase/Task Description	Classification						Task Total
	Keith Meyer	N. Hoople	Nathaniel Johnson	Eric Kitscher	Leslie Brantner	Stephen Rencher	
	Principal (hrs) \$273	Program Manager (hrs) \$187	Sr Construction Manager (hrs) \$172	Associate Construction Manager (hrs) \$132	Admin (hrs) \$89	GIS Support (hrs) \$132	
Permit Review							
2.03 Contract Management	2	4	0	0	2		\$18,968
1.01 Design							\$1,472
- Review GIS System to support inspection efforts	0	20	0	0	0	15	\$5,720
- Refine process for notification of ROW Inspection Request	0	15	0	0	0	15	\$2,820
1.02 Meetings							
- Weekly Coordination Meetings during process development	0	16	0	0	0		\$2,992
- initial Coordination meetings with ISP	0	16	5	16	0		\$5,964
Construction Phase							\$254,581
1.02 Meetings							
- Pre-construction meeting	0	3	3	3	0		\$1,473
- Construction Progress Meetings	0	26	53	53	0		\$20,974
1.09 Permitting							
- Review ROW Permit Requests	0	8	30	105	0		\$20,516
- Verify completion and close-out permits	0	0	15	53	0		\$9,576
2.01 Resident Engineering							
- Site inspection	0	65	131	522	0		\$103,591
- Job Files	0	0	53	105	0		\$22,976
2.03 Contract Management	13	39	0	0	13		\$11,999
2.07 Project Close Out							
- Punch List Walk	0	4	80	80	0		\$25,068
- Review Record Drawings	0	20	80	80	0		\$28,060
2.01A Additional Services - Resident Engineering	0	20	20	24	0		\$10,348
Other direct costs (mileage, reproduction, etc)							\$29,830
Daily Vehicle Rate at \$105/day							\$28,463
Other Direct Costs at 0.5%							\$1,368
Cost per labor category	\$4,095	\$47,872	\$80,840	\$137,412	\$1,335	\$3,960	\$273,549
Work Effort Subtotal	15	256	470	1041	15	30	\$28,830
Hours per day	0.1	0.9	1.8	4.0	0.1	0.1	
Total Fee Estimate:							\$303,379

Assumptions:

- Permit Review phase utilized to setup project controls, review GIS system, coordinate with Firestone and Contractor
- Permit phase anticipated from April to June 2024
- Construction management phase anticipated from May 2024 to May 2025
- Construction effort anticipated at 5-days per week, for 12-months. Inspection will be split between Construction Manager and Construction Inspector
- Do not anticipate any RFI review as part of this scope of work
- All record drawings to be completed by Fiber Operator and submitted for review only

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Proclamation

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Mental Health Awareness Month

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Proclamation

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Building Safety Month

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Proclamation

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Municipal Clerk's Week

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Presentation

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Carbon Valley Parks and Recreation District

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Presentation

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Parks, Trails, Recreation, and Open Space Commission

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Presentation

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Police Officer Swear In

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Land Development

Meeting Date: May 8, 2024

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Resolution 24-47: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR FRONTIER ESTATES FILING 2 LOCATED WITHIN THE TOWN OF FIRESTONE

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 24-47, a resolution recommending approving Frontier Estates Filing No. 2 Preliminary Plat application with the following conditions:

1. All remaining technical corrections to the Frontier Estates Filing No. 2 Preliminary Plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

SUMMARY

The subject property is 39.169 acres in size and is located on the west side of Frontier Street between Sable Avenue and Pine Cone Avenue. The existing legal description is Lot 1 and Tract A Frontier Estates Final Plat Filing No. 1. Tract A is mostly vacant with agricultural outbuildings and oil and gas facilities; and Lot 1 has a single-family residence, a detached garage, and an agricultural outbuilding. The proposed preliminary plat includes 189 total lots composed of single-family detached units.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On March 28, 2002, the Board of Trustees approved Ordinance 495, annexing the property into the Town (Farnsworth Annexation). On July 11, 2002, the Board of Trustees approved Ordinance 502, rezoning the property to PUD Residential A (FCC Development Overall Development Plan). Both the Annexation and Overall Development Plan (ODP) were recorded on October 25, 2005. Per the previous Development Code, ODP approvals were valid for ten (10) years; therefore, this ODP has expired. The expiration only applied to the ODP document, not the accompanying zoning ordinance; therefore, the property remains zoned Residential A.

The Frontier Estates Filing No. 1 Final Plat was approved by the Board on February 22, 2017, by Resolution 17-11, and recorded on February 15, 2018, creating the lots that exist today. A new Preliminary Plat was submitted in 2022. The Plan Commission held a public hearing at its April 4, 2024, meeting and sent forward a recommendation for approval.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:

N/A

ATTACHMENTS

1. Reso 24-47 Frontier Estates PP
2. Frontier Estates Filing No. 2 Preliminary Plat BOT Staff Report
3. Preliminary Plat Exhibit - Frontier Estates F2 - 03.28.2024
4. Landscape Prelim CD - Frontier Estates F2 - 03.28.2024

RESOLUTION NO. 24-47

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE FRONTIER ESTATES

WHEREAS, Melissa Leyba, Kip Farnsworth, and Michael Farnsworth (together, the “Applicant”), as owners of certain real property located within the Frontier Estates subdivision (the “Property”), has submitted a proposed preliminary subdivision plat for the Property; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed preliminary subdivision plat on April 4, 2024, rendered a decision recommending approval of the Preliminary Plat with two (2) conditions as more fully set forth in Resolution PC-24-02, dated April 4, 2024; and

WHEREAS, on May 8, 2024, the Board of Trustees conducted a public hearing on the proposed Preliminary Plat; 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 proposed plat is in substantial conformance with the technical requirements of the Firestone Development Code, and that the proposed development plan meets the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Code.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-24-02.

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

Section 3. The Board of Trustees hereby approves the Preliminary Plat of Frontier Estates Filing No. 2, attached hereto as Exhibit A and incorporated herein by this reference, which is subject to the following conditions:

(a) All remaining technical corrections to the Frontier Estates Filing No. 2 Preliminary Plat and Construction Drawings requested by Town staff shall be made to the Town staff’s satisfaction.

(b) At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Section 4. Unless otherwise extended by the Board of Trustees, the approval of the Frontier Estates Filing No. 2 Preliminary Plat shall be null and void if a final plat for all or a

portion of the property has not been submitted to the Town of Firestone within two (2) years of the date of this Resolution.

INTRODUCED, READ AND ADOPTED this 8th day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Frontier Estates Filing No. 2
Preliminary Plat



Staff Report

Frontier Estates Filing No. 2

Preliminary Plat

PP-22-009

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

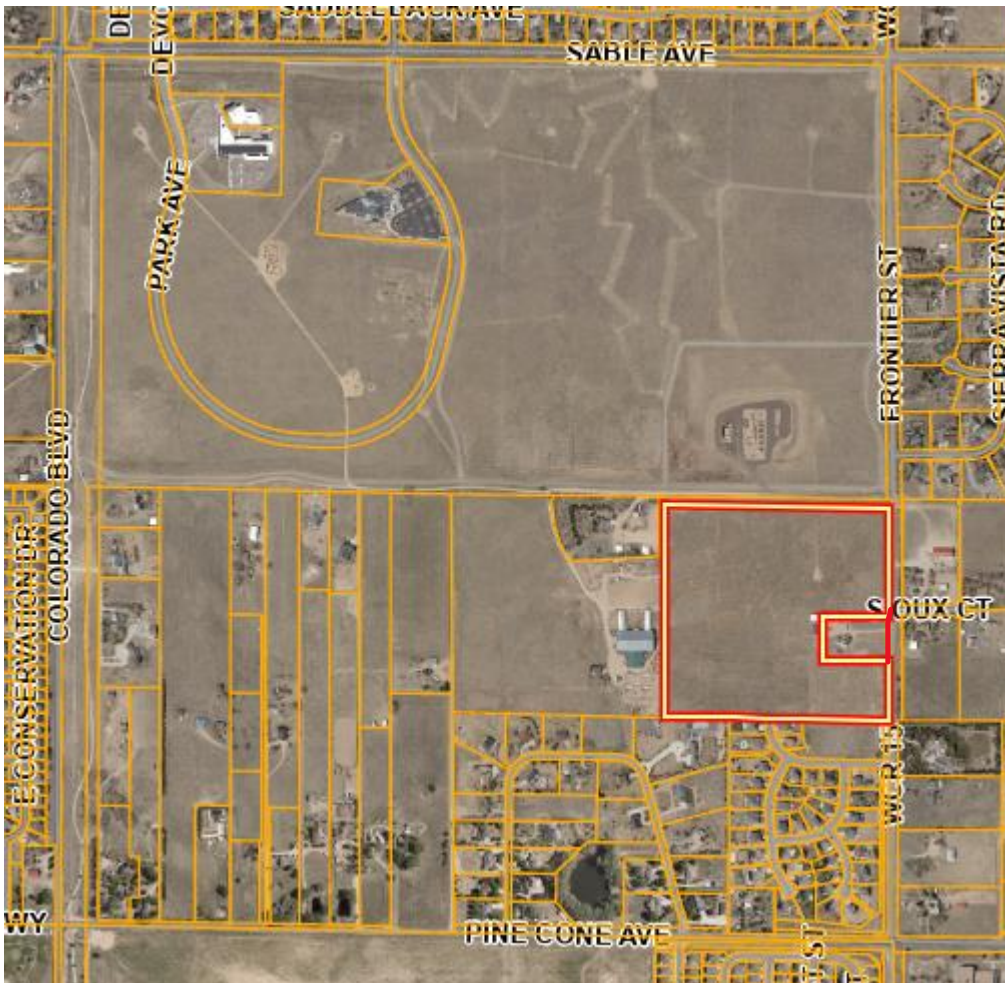
May 8, 2024

GENERAL INFORMATION

Purpose: This staff report is for the Frontier Estates Filing No. 2, Preliminary Plat, proposing 189 single-family detached lots and 13 tracts on 39.169 acres.

Applicant: Permontes Group, Inc.
105 S. Sunset Street, Unit H
Longmont, CO 80501

Location: The Frontier Estates Filing No. 2, Preliminary Plat is located on the west side of Frontier Street between Sable Avenue and Pine Cone Avenue



Existing Conditions:

Existing Zoning:	R-A Residential A
Existing Use:	Vacant land, agriculture, agricultural out-buildings, single-family residential, and oil/gas facilities

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	OS – Open Space	Town of Firestone Central Park, Town Hall, Library
SOUTH	R-1 – Residential 1	Saddleback Heights Subdivision
EAST	AG (Weld County)	Casagrande Estates Subdivision
WEST	R-A – Residential A	Single-family residential, agriculture use, and oil/gas facility

FRONTIER ESTATES FILING NO. 2 PRELIMINARY PLAT – PLAN ANALYSIS

The subject property is 39.169 acres in size and is located on the west side of Frontier Street between Sable Avenue and Pine Cone Avenue. The existing legal description is Lot 1 and Tract A Frontier Estates Final Plat Filing No. 1. Tract A is mostly vacant with agricultural outbuildings and oil and gas facilities; and Lot 1 has a single-family residence, a detached garage, and an agricultural outbuilding. The proposed preliminary plat includes 189 total lots composed of single-family detached units.

The gross density of the proposed subdivision is 4.83 dwelling units/acre in accordance with the Firestone Development Code (FDC). The proposed density will be compatible with adjacent developments by having an open space buffer and placing the larger residential lots on the southern perimeter of the subdivision near the existing larger lots in Saddleback Heights Subdivision.

Recreational amenities include a 0.33-acre Pocket Park in Tract C, a 1.85-acre Neighborhood Park in Tract I, a perimeter trail network connecting to the Town's Central Park to the north, and through-block connections providing additional connectivity to the various elements.

In total, approximately 1.68 acres of open space and 1.719 acres of parks are proposed with this subdivision. A cash-in-lieu payment will be required to cover the additional required acreage, in accordance with the FDC.

Public infrastructure and utilities will be extended into the property by the developer at the time of the development.

HISTORY

On March 28, 2002, the Board of Trustees approved Ordinance 495, annexing the property into the Town (Farnsworth Annexation). On July 11, 2002, the Board of Trustees approved Ordinance 502, rezoning the property to PUD Residential A (FCC Development Overall Development Plan). Both the Annexation and Overall Development Plan (ODP) were recorded on October 25, 2005. Per the previous Development Code, ODP approvals were valid for ten (10) years; therefore, this ODP has expired. The expiration only applied to the ODP document, not the accompanying zoning ordinance; therefore, the property remains zoned Residential A.

The Frontier Estates Filing No. 1 Final Plat was approved by the Board on February 22, 2017, by Resolution 17-11, and recorded on February 15, 2018, creating the lots that exist today.

APPROVAL CRITERIA AND STAFF ANALYSIS

Preliminary Plat Approval Criteria and Staff Analysis:

The Preliminary Plat application for Frontier Estates Filing No. 2 was reviewed for compliance with the Approval Criteria from Section 16.7.6.C of the FDC. The staff makes the following findings:

- A. The subdivision is generally consistent with the Town's Comprehensive Master Plan;

Staff: *The proposed preliminary plat is generally consistent with the R-L (Residential Low) land use designation as identified in the Town's Master Plan.*

- B. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located;

Staff: *The proposed preliminary plat is consistent with the purpose and intent of the R-A zone district as outlined in the FDC.*

- C. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this FDC;

Staff: *The general layout of the proposed preliminary plat is consistent with applicable development and design standards set forth in the FDC. In addition, the general layout is consistent with the Town of Firestone Design Standards and Construction Specifications for Public Improvements.*

The streets have been planned in a traffic-conscientious design that will create easy access to the subdivision while dispersing the traffic of future property owners on their way home.

Drainage facilities have been designed to be in conformance with all Town of Firestone Standards and Criteria, State statutes, and conform with previous and surrounding Master Drainage Studies.

Waterlines will be looped throughout the Site with connections to the Frontier Street waterlines. The Site is proposing 2 points of access and the use of adequately spaced fire hydrants meeting the standards and requirements of the Frederick-Firestone Fire Protection District. Sanitary sewer will run throughout the Site. The sanitary sewer for the Site will outfall to the north. It will then flow and connect to an existing sanitary main located north of Frontier Estates crossing the Town of Firestone property to reach an existing St. Vrain Sanitation line. Dry utilities will be provided by United Power and Black Hills Energy.

- D. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5, and 6 of this FDC that have not otherwise been modified or waived pursuant to this Chapter or this FDC;

Staff: *The proposed preliminary plat complies with the development and design standards set forth in Chapters 3, 5, and 6 of the FDC.*

- E. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations;

Staff: *The proposed preliminary plat complies with applicable federal and state regulations.*

- F. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated;

Staff: *The proposed preliminary plat will not have a significant impact on the identified environmental conditions. The dominant existing land use on the project site is formerly tilled farmland. The vegetation is currently dominated by volunteer wheat, and weedy plants (cheatgrass, mullen, Russian thistle, sunflower, musk thistle). The site is fallow farmland with weedy species now dominating. There are no native plant communities on the site. There is a small stand of cottonwood trees (8-20 feet in height) in the southeastern section of the site along Frontier Street. Wildland Consultants, Inc. (WCI) completed the Ecological Assessment of the site. Eric Berg of WCI completed a field review and literature review to complete the assessment. Mr. Berg is a certified Wildlife Biologist and Certified Professional Wetland Scientist with over 20 years of experience working in Colorado. WCI did a field review of the site to determine if wetlands were present. Based on the field review there were no wetlands on the site. There are no Threatened or Endangered Species and Wildlife on the site. The site provides no habitat to Ute ladies tresses orchid, Preble's meadow jumping mouse, or Eastern black-rail. There are no black-tailed prairie dogs on the site. There are no key or unique wildlife habitats on the site.*

The applicant is working with the oil and gas companies to remove the oil and gas facility on the Owen's Quarter Horse property that is creating the 350' setback in the southwest corner of the property and to plug and abandon all active wells on the site. No lots located within an oil and gas setback can be created by a Final Plat process.

- G. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features;

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways; parks and open space are generally located throughout the site. A trail network is proposed that will allow pedestrians to walk around the perimeter of the site and provide access to the Pocket Park, and connect to the Town's Central Park to the north.*

- H. The subdivision will not result in significant adverse impacts on adjacent properties or such impacts will be substantially mitigated;

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties given that an open space tract will provide a buffer to the surrounding properties. The proposed density will be compatible with adjacent developments by having an open space buffer and placing the larger residential lots on the southern perimeter of the subdivision near the existing larger lots in Saddleback Heights Subdivision.*

- I. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property while maintaining sufficient levels of service to existing development.

Staff: *The development is located within the St. Vrain Valley School District and a referral was sent to the district. The school district indicated there is sufficient capacity at the local schools to serve the subdivision. The property is within the Frederick-Firestone Fire Protection District and the referral response indicates the site plan for the subdivision is acceptable as submitted. Sanitary sewer is provided by St. Vrain Sanitation, a petition for inclusion was submitted on January 21, 2022. Parks and open space requirements are being met, as described in the Plan Analysis section of this report.*

- J. The proposed preliminary plat will provide sufficient transportation, utilities, and recreational facilities while maintaining existing levels of service to the development.

Staff: *The primary access to the development will be from Frontier Street, a north-south collector roadway having an 80-foot roadway section at full build-out. The local roadway connection from Frontier Street will be aligned with the existing Weld County Sioux Court to the east. A future local roadway connection to the west has been identified for future development. Similarly, local roadway access to the north has been identified within the Preliminary Plat as a future connection to the Town's Master Planned east-west collector roadway. The southern local roadway access will connect to the existing Purdue Avenue right-of-way within Saddleback Heights Subdivision.*

The proposed Frontier Estates water supply network will connect to the Town supply at an existing 8-inch water line stub within Purdue Avenue at the southern side of the development. Frontier Estates' sanitary sewer network will connect to the existing St. Vrain Sanitation District network at an existing manhole near the northwest corner of the intersection of Sable Avenue and Frontier Street.

Parks and open space requirements are being met, as described in the Plan Analysis section of this report.

- K. As applicable, the proposed phasing plan for the development of the subdivision is rational in terms of available infrastructure capacity.

Staff: *The phasing of the proposed preliminary plat is rational in terms of infrastructure capacities. The construction phasing of the project will be proposed with the final plat application and will be rational in terms of the available and required infrastructure to serve the project.*

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on May 5, 2022. The required notice for the Neighborhood Meeting was provided.

PLANNING AND ZONING COMMISSION:

After conducting a Public Hearing on the proposed preliminary plat on April 4, 2024, the Planning and Zoning Commission rendered a decision recommending approval of the Preliminary Plat as more fully set forth in PC-24-02.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	March 20, 2024
Property Posted:	March 20, 2024
Letters to Adjacent Property Owners:	March 20, 2024

RECOMMENDATIONS

Town staff recommends the Board of Trustees approve draft Resolution 24-47, a resolution recommending approving Frontier Estates Filing No. 2 Preliminary Plat application with the following conditions:

- a. All remaining technical corrections to the Frontier Estates Filing No. 2 Preliminary Plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
- b. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING THE OWNERS OF CERTAIN LANDS IN THE TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,

CONTAINING 1,706,444 SQUARE FEET OR 39.17 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, AND TRACTS, AS SHOWN HEREON AND DESIGNATE THE SAME UNDER THE NAME AND SUBDIVISION OF FRONTIER ESTATES FILING NO. 2, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO THE STREETS AND RIGHTS-OF-WAY FOR PUBLIC USES, TRACTS FOR SUCH PURPOSES AS INDICATED HEREON, THE UTILITY EASEMENTS FOR UTILITY PURPOSES AS SHOWN HEREON.

EXECUTED THIS DAY OF THE MONTH OF A.D. 20

OWNERS:

KIP FARNSWORTH

MICHAEL FARNSWORTH

MELISSA LEYBA

NOTARY PUBLIC:

STATE OF COLORADO)
COUNTY OF)ss

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED

BEFORE ME THIS DAY OF THE MONTH OF A.D., 20

MY COMMISSION EXPIRES WITNESS MY HAND AND SEAL

NOTARY PUBLIC

TITLE VERIFICATION CERTIFICATE:

WE, FIDELITY NATIONAL TITLE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, AND THAT THE LAND AND/OR PROPERTY INTERESTS BEING DEDICATED TO THE TOWN ARE FREE AND CLEAR ALL LIENS AND ENCUMBRANCES, EXCEPT AS MAY BE SHOW ON THE PLAT.

FIDELITY NATIONAL TITLE COMPANY

BY: AUTHORIZED REPRESENTATIVE

TITLE:

NOTARY:

STATE OF COLORADO)
COUNTY OF)ss

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED

BEFORE ME THIS DAY OF THE MONTH OF A.D., 20

MY COMMISSION EXPIRES WITNESS MY HAND AND SEAL

NOTARY PUBLIC

LENDER'S CONSENT:

FIRST BANK AND ELEVATIONS CREDIT UNION HEREBY CONSENT TO THE RECORDING OF THE FRONTIER ESTATES FILING NO. 2 FINAL PLAT AND JOIN IN THE DEDICATION MADE HEREON TO THE EXTENT OF THEIR INTEREST THEREIN.

LENDER:
FIRST BANK

BY: AUTHORIZED REPRESENTATIVE

LENDER:
ELEVATIONS CREDIT UNION

AUTHORIZED REPRESENTATIVE

OWNERS:

MELISSA LEYBA
625 MAIN STREET
LONGMONT, CO 80501
CONTACT: MICKEY LEYBA
MLEYBA@PERMONTESGROUP.COM
(720) 684-4981

KIP FARNSWORTH
9385 COUNTY ROAD 15
FIRESTONE, CO 80550

MICHAEL FARNSWORTH
25 COLLEGE COURT
LONGMONT, CO 80503

APPLICANT:

PERMONTES GROUP, INC.
625 MAIN STREET
LONGMONT, CO 80501
CONTACT: MICKEY LEYBA
MLEYBA@PERMONTESGROUP.COM
(720) 684-4981

SURVEYOR:

EHRHART LAND SURVEYING, LLC
77 ERIE VILLAGE SQUARE
ERIE, CO 80516
CONTACT: JOHN EHRHART
JOHN@COLORADOLS.COM
(303) 828-3340

LAND USE SUMMARY CHART

TYPE	AREA (AC.)	% OF TOTAL AREA
RESIDENTIAL LOTS (189)	20.748	53%
TRACTS (14)	7.415	19%
PUBLIC ROW	11.006	28%
TOTAL	39.169	100%

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, T2N, R67W OF THE 6TH P.M.

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

39.169 ACRE – 189 LOTS/ 14 TRACTS

PP-22-009



VICINITY MAP

SCALE 1" = 2000'

TRACT SUMMARY CHART				
TRACT	AREA (SQ. FT.)	USE	OWNERSHIP	MAINTENANCE
A	91,388	COMMON AREA/DRAINAGE EASEMENT/UTILITY EASEMENT/SIGNAGE EASEMENT	HOA	HOA
B	12,262	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
C	15,556	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT POCKET PARK	HOA	HOA
D	14,745	LANDSCAPE & IRRIGATION/UTILITY & SIGNAGE EASEMENT	HOA	HOA
E	20,366	LANDSCAPE & IRRIGATION/UTILITY & SIGNAGE EASEMENT	HOA	HOA
F	34,455	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
G	3,084	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
H	9,455	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
I	80,382	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT NEIGHBORHOOD PARK	HOA	HOA
J	23,214	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
K	5,436	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
L	1,474	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
M	4,973	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
N	6,200	COMMON AREA/PUBLIC ACCESS/DRAINAGE EASEMENT/UTILITY EASEMENT	HOA	HOA
TOTAL	323,008			

TOWN APPROVAL:

THIS IS TO CERTIFY THAT THE PLAT OF FRONTIER ESTATES FILING NO. 2 WAS APPROVED ON

THIS DAY OF 20, BY RESOLUTION NO. AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

TOWN CLERK

DEVELOPMENT NOTES:

- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO.
- TRACTS A THROUGH M PLATTED AND SHOWN HEREON SHALL BE CONVEYED BY SEPARATE INSTRUMENT, AND WILL BE OWNED AND MAINTAINED BY AN ASSOCIATION ESTABLISHED AND ORGANIZED UNDER THE COLORADO COMMON INTEREST COMMUNITY ACT, CRS SEC. 38-33.3-101 ET SEQ. BY THE OWNER.
- ALL PLATTED LOTS AS DEPICTED ON THIS PLAT ARE SUBJECT TO CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS AND ARE REQUIRED TO PAY MANDATORY ASSESSMENTS, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DECLARATION OF [INSERT DECLARATION TITLE] RECORDED CONTEMPORANEOUSLY HEREWITH IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE.
- TRACTS A-M ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.
- OWNER SHALL DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF 100' OF THE PLUGGED AND ABANDONED WELL OF THE LOCATION OF THE PLUGGED AND ABANDONED WELL.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS, AT ANY TIME AND FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.
- THE OWNER(S) OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR USE, OPERATION AND MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH AREAS AND FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(S), OR OUTLOT(S) FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DETENTION PONDS AND ASSOCIATED OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7
- THE DECLARATION OF [INSERT DECLARATION TITLE] RECORDED CONTEMPORANEOUSLY HEREWITH IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE GRANTS CERTAIN EASEMENT RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF THE ST. VRAIN SANITATION DISTRICT ACROSS TRACTS D AND E. THE TERMS AND CONDITIONS APPLICABLE TO SUCH EASEMENT RIGHTS ARE SET FORTH IN THE DECLARATION.
- LOTS WITHIN THE 350-FOOT SETBACKS FROM OIL AND GAS FACILITIES WILL NOT BE ISSUED BUILDING PERMITS, SOLD, CONVEYED, OR TRANSFERRED UNTIL THE DEVELOPER HAS FURNISHED THE TOWN PROOF OF APPROVAL AND ACCEPTANCE OF A WELL ABANDONMENT AND NO SURFACE OCCUPANCY USE AGREEMENT BETWEEN THE OWNER AND THE WELL INTEREST OWNER, OR OTHER DOCUMENTATION ACCEPTABLE TO THE TOWN, INDICATING THE WELL HAS BEEN PLUGGED AND ABANDONED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO OIL AND GAS CONSERVATION AND COMMISSION. UPON ACCEPTANCE BY THE TOWN OF FIRESTONE, THE ABOVE STATED PLAT RESTRICTION SHALL BE REMOVED. LOTS WITHIN THE 350-FOOT SETBACK INCLUDE: LOTS 7-9 BLOCK 3, LOTS 23-33 BLOCK 4, LOTS 1-3 AND 16-18 BLOCK 5, LOTS 1-3 AND 15-16 BLOCK 6, LOTS 1-32 BLOCK 9, LOTS 2-9 BLOCK 10.

SURVEYOR'S NOTES:

- FIDELITY NATIONAL TITLE COMPANY, FILE NUMBER 598-F0727649-171-6EK, DATED OCTOBER 1, 2021 & FILE NUMBER 598-F0727653-171-6EK DATED OCTOBER 11, 2021 WERE ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENTS.

- LINEAL UNITS USED ARE U.S. SURVEY FEET
- BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, BEARING S00°23'53"E (ASSUMED), A DISTANCE OF 2643.65 FEET, MONUMENTED AS SHOWN HEREON.
- ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE PLAT OF FRONTIER ESTATES FINAL PLAT FILING NO. 1 RECORDED FEBRUARY 15, 2018 AT RECEPTION NO. 4375614.
- FLOOD ZONE INFORMATION: SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08123C1895EE, EFFECTIVE JANUARY 20, 2016.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY MADE ON OCTOBER 1, 2021.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

EHRHART
LAND SURVEYING

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www.coloradols.com

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DATE: 3/27/24

DRAWN BY: JPE

PROJECT: S215022

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, T2N, R67W OF THE 6TH P.M.

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

39.169 ACRE – 189 LOTS/ 14 TRACTS

PP-22-009

KEY MAP



PARK LAND & OPEN SPACE DEDICATION TABLE					
PARK LAND DEDICATION*	CODE REQUIREMENT	REQUIRED AREA (ACRES)	PROVIDED AREA (ACRES)	TRACTS INCLUDED	REMAINING ACRES FOR CASH-IN-LIEU
POCKET PARKS	0.5 ACRES/1,000 RESIDENTS	0.316	0.331	C	0.0
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.894	1.845	I	0.049
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	3.156	0.000		3.156
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	8.838	1.683	F, H, J, N	7.155
TOTAL PARKS & OPEN SPACE		14.204	3.885		10.360
TOTAL NO. OF UNITS: 189 LOTS					
RESIDENTS PER UNIT: 3.34					

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	39.17 ACRES
GROSS DENSITY	4.83 LOTS/ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	189
NUMBER OF TRACTS	14
AREA OF TRACTS	7.42 ACRES
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	20.75 ACRES
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS PER ACRE)	9.11 LOTS/ACRE
MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	4,500 SQ. FT.
MAXIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	6,586 SQ. FT.
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	4,804 SQ. FT.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	7.85'	5.00'	90°00'00"	N44°36'12"E	7.07'
C2	35.55'	58.00'	35°07'21"	N17°09'52"E	35.00'
C4	36.06'	58.00'	35°37'15"	N52°32'10"E	35.48'
C5	19.49'	58.00'	19°15'24"	N79°58'30"E	19.40'
C6	7.85'	5.00'	90°00'00"	N44°36'12"E	7.07'
C7	7.85'	5.00'	90°00'00"	S45°23'48"E	7.07'
C8	91.11'	58.00'	90°00'00"	S45°23'48"E	82.02'
C9	7.85'	5.00'	90°00'00"	S45°23'48"E	7.07'
C10	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C11	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'
C12	7.85'	5.00'	90°00'00"	N44°36'12"E	7.07'
C13	50.27'	32.00'	90°00'00"	S45°23'48"E	45.25'
C14	7.85'	5.00'	90°00'00"	N44°36'12"E	7.07'
C15	7.85'	5.00'	90°00'00"	S45°23'48"E	7.07'
C16	8.87'	145.00'	3°30'12"	S1°21'18"W	8.86'
C17	64.59'	145.00'	25°31'19"	S15°52'03"W	64.06'
C18	6.97'	145.00'	2°45'09"	S30°00'17"W	6.97'
C19	78.53'	205.00'	21°56'51"	S20°24'26"W	78.05'
C20	35.17'	205.00'	9°49'49"	S4°31'06"W	35.13'
C21	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C22	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'
C23	7.85'	5.00'	90°00'00"	N44°36'12"E	7.07'
C24	7.85'	5.00'	90°00'00"	S45°23'48"E	7.07'
C25	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C26	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'
C27	23.13'	145.00'	9°08'30"	N4°10'26"E	23.11'
C28	47.68'	145.00'	18°50'31"	N18°09'57"E	47.47'
C29	9.60'	145.00'	3°47'39"	N29°29'02"E	9.60'
C30	40.90'	205.00'	11°25'48"	N25°39'58"E	40.83'
C31	46.45'	205.00'	12°58'55"	N13°27'37"E	46.35'
C32	26.36'	205.00'	7°21'58"	N3°17'11"E	26.34'
C33	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C34	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C35	50.27'	32.00'	90°00'00"	N44°36'12"E	45.25'
C36	7.85'	5.00'	90°00'00"	S45°23'48"E	7.07'
C37	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C38	26.40'	58.00'	26°04'48"	S12°38'35"W	26.17'
C39	36.25'	58.00'	35°48'46"	S43°35'23"W	35.67'
C40	28.45'	58.00'	28°06'26"	S75°32'59"W	28.17'
C41	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C42	50.27'	32.00'	90°00'00"	N44°36'12"E	45.25'
C43	7.85'	5.00'	90°00'00"	S45°23'48"E	7.07'
C44	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C45	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'
C46	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C47	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'
C48	6.82'	7.00'	55°50'04"	N56°37'26"E	6.55'
C49	225.42'	61.00'	211°43'49"	N21°19'26"W	117.35'
C50	35.56'	61.00'	33°24'03"	S36°06'38"W	35.06'
C51	21.09'	61.00'	19°48'25"	S9°30'24"W	20.98'
C52	7.85'	5.00'	90°00'00"	S44°36'12"W	7.07'
C53	50.27'	32.00'	90°00'00"	N45°23'48"W	45.25'
C54	7.85'	5.00'	90°00'00"	N44°36'12"E	7.07'
C55	7.85'	5.00'	90°00'00"	S45°23'48"E	7.07'
C56	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'
C57	91.11'	58.00'	90°00'00"	N45°23'48"W	82.02'
C58	7.85'	5.00'	90°00'00"	N45°23'48"W	7.07'
C59	98.96'	63.00'	90°00'00"	N44°36'12"E	89.10'
C60	98.96'	63.00'	90°00'00"	S45°23'48"E	89.10'
C61	98.96'	63.00'	90°00'00"	S44°36'12"W	89.10'
C62	98.96'	63.00'	90°00'00"	N45°23'48"W	89.10'
C63	97.06'	175.00'	31°46'40"	N15°29'32"E	95.82'
C64	97.06'	175.00'	31°46'40"	N15°29'32"E	95.82'
C65	3.56'	7.00'	29°06'12"	N14°09'18"E	3.52'
C66	17.41'	350.00'	2°51'02"	S25°02'22"E	17.41'



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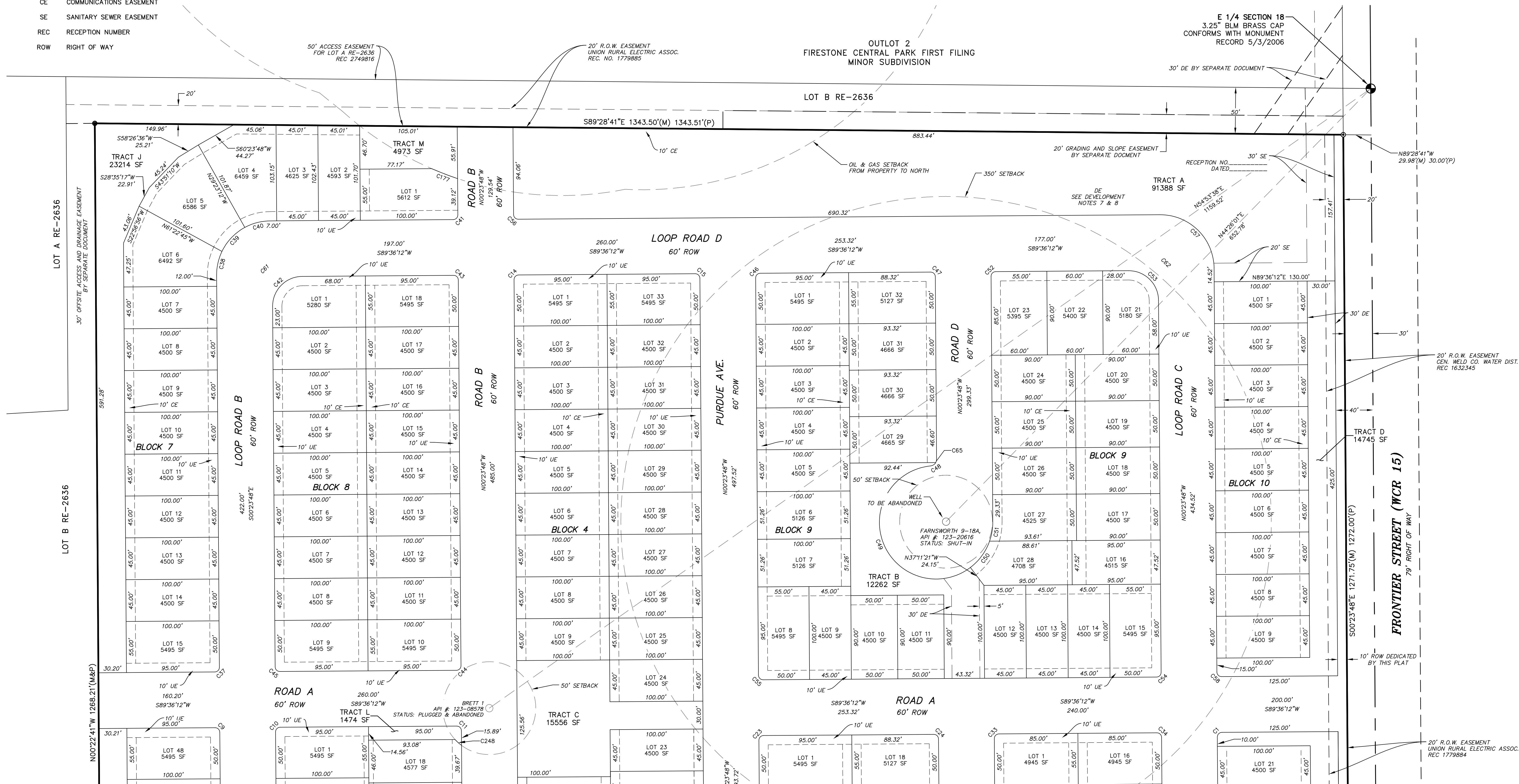
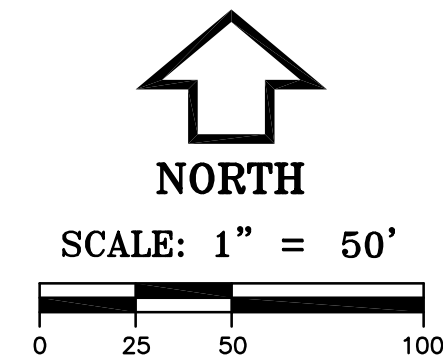
DRAWN BY: JPE

PROJECT: S215022

LEGEND

- FOUND SECTION CORNER AS DESCRIBED
- FOUND #4 REBAR WITH 1" YELLOW PLASTIC CAP, LS 18982
- FOUND 1.5" ALUMINUM CAP LS 3112
- FOUND #4 REBAR WITH 1" PLASTIC CAP PLS 29414
- MEASURED DISTANCE
- PLATTED DISTANCE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- COMMUNICATIONS EASEMENT
- SANITARY SEWER EASEMENT
- RECEPTION NUMBER
- RIGHT OF WAY

FRONTIER ESTATES FILING NO. 2 A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, T2N, R67W OF THE 6TH P.M. TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO 39.169 ACRE - 190 LOTS / 14 TRACTS PP-22-009



SEE SHEET 4 OF 4



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PAGE NO.
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DATE: 3/27/24
DRAWN BY: JPE
PROJECT: S215022

FRONTIER ESTATES FILING NO. 2

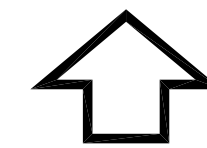
A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, T2N, R67W OF THE 6TH P.M.

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

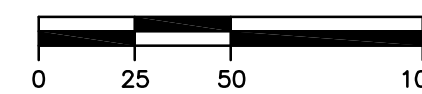
39.169 ACRE – 189 LOTS/ 14 TRACTS

PP-22-009



NORTH

SCALE: 1" = 50'



SEE SHEET 3 OF 4



LEGEND

- | | | | |
|-----|---|-----|-------------------------|
| ● | FOUND SECTION CORNER AS DESCRIBED | DE | DRAINAGE EASEMENT |
| ● | FOUND #4 REBAR WITH 1" YELLOW PLASTIC CAP, LS 18982 | CE | COMMUNICATIONS EASEMENT |
| ⊙ | FOUND 1.5" ALUMINUM CAP LS 3112 | SE | SANITARY SEWER EASEMENT |
| ○ | FOUND #4 REBAR WITH 1" PLASTIC CAP PLS 29414 | REC | RECEPTION NUMBER |
| (M) | MEASURED DISTANCE | ROW | RIGHT OF WAY |
| (P) | PLATTED DISTANCE | | |
| UE | UTILITY EASEMENT | | |

SE CORNER SECTION 18
2" ALUMINUM CAP ILLEGIBLE
CONFORMS WITH MONUMENT RECORD 3/31/2017

EHRHART
LAND SURVEYING

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PAGE NO.
4 OF 4
DATE: 3/27/24
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PROJECT: S215022

LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

PROJECT TEAM

OWNER/DEVELOPER:

FRONTIER ESTATES, LLC
105 S. SUNSET ST. UNIT H
LONGMONT, CO 80501
PHONE: (720) 684-4981
CONTACT: MELISSA LEYBA

CIVIL ENGINEERING/PLANNING:

PERMONTES GROUP
105 S. SUNSET STREET, UNIT H
LONGMONT, CO 80501
PHONE: (720) 684-4981
CONTACT: MICKEY LEYBA

SURVEYOR:

EHRHART LAND SURVEYING LLC
P.O. BOX 930
ERIE, CO 80516
PHONE: (303) 551-5856
CONTACT: JOHN EHRHART

LANDSCAPE DESIGN:

NATURAL DESIGN SOLUTIONS
5539 COLT DRIVE
LONGMONT, CO 80503
PHONE: (303) 443-0388
CONTACT: NEIL MCCLANE

TOWN OF FIRESTONE:

PLANNING & DEVELOPMENT
9950 PARK AVENUE
FIRESTONE, CO. 80504
PHONE: (303)-833-3291



PROJECT VICINITY MAP
SCALE: 1"= 2000'

LANDSCAPE STATEMENT OF INTENT:
THE LANDSCAPING FOR FRONTIER ESTATES WILL PROVIDE AESTHETICALLY PLEASING OUTDOOR SPACES, CONSISTENT WITH THE REGIONAL CHARACTER. PLEASING VIEWS WILL BE ENHANCED, AND SCREENING AND BUFFERING WILL BE PROVIDED ,AS NEEDED, TO SCREEN UNDESIRABLE VIEWS AND PROVIDE WIND CONTROL. SHADE TREES WILL BE PROVIDED IN TREE LAWNS ALONG ROADWAYS TO CREATE AN ATTRACTIVE STREETScape. ENHANCED LANDSCAPING, CONSISTING OF NATIVE, DROUGHT TOLERANT TREES AND SHRUBS WILL BE PROVIDED IN POCKET PARKS AND OPEN SPACES. PHASING OF IMPROVEMENTS WILL OCCUR CONCURRENTLY WITH THE FDP PROCESS.

1. LANDSCAPING IS CONCEPTUAL AND WILL BE FURTHER DEFINED AT THE TIME OF THE FDP.
2. OPEN SPACE OWNERSHIP WILL BE DETERMINED WITH THE RECORDING OF THE FINAL DEVELOPMENT PLANS FOR EACH FILING.
3. SPECIFIC LANDSCAPE PARK PLANS WILL BE PROVIDED AT THE TIME OF THE FDP FOR ALL PARKS.
4. ALL WELL SETBACK AREAS WILL BE SEEDED. DISTURBED AREAS FROM DRILLING OPERATIONS WILL BE RE-SEEDED.
5. FINAL TRAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF THE FDP.
6. STREET TREES WILL BE PROVIDED BY THE DEVELOPER FOR FRONTIER ST. ALL OTHER STREET TREES ARE TO BE PROVIDED BY THE INDIVIDUAL LOT OWNERS AS EACH LOT IS BUILT.

LAND SUMMARY TABLE		
TYPE	AREA (AC.)	% OF TOTAL AREA
RESIDENTIAL LOTS	20.784	53.06
TRACTS	7.415	18.93
TRACT A	2.098	5.36
TRACT B	0.281	0.72
TRACT C	0.357	0.91
TRACT D	0.338	0.86
TRACT E	0.468	1.19
TRACT F	0.791	2.02
TRACT G	0.071	0.18
TRACT H	0.217	0.55
TRACT I	1.845	4.71
TRACT J	0.533	1.36
TRACT K	0.125	0.32
TRACT L	0.034	0.09
TRACT M	0.114	0.29
TRACT N	0.142	0.36
PUBLIC ROW	10.979	28.01
TOTAL	39.169	100

PARK LAND & OPEN SPACE DEDICATION TABLE					
PARK LAND DEDICATION*	CODE REQUIREMENT	REQUIRED AREA (ACRES)	PROVIDED AREA (ACRES)	TRACTS INCLUDED	REMAINING ACRES FOR CASH-IN-LIEU
POCKET PARKS	0.5 ACRES/1,000 RESIDENTS	0.316	0.331	C	0.0
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.894	1.845	I	0.049
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	3.156	0.000		3.156
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	8.838	1.683	F, H, J, N	7.155
TOTAL PARKS & OPEN SPACE		14.204	3.885		10.360
TOTAL NO. OF UNITS: 189 LOTS					
RESIDENTS PER UNIT: 3.34					

LANDSCAPE IRRIGATION TYPE	UNIT
IRRIGATED LAWN AREA	41620
NON-IRRIGATED NATIVE SEED	224511
TREES	385 EA
SHRUB BEDS	33292

LOT SUMMARY TABLE	
SINGLE FAMILY DETACHED LOTS	
LOT SIZE	
4,500	124 LOTS
4,501 - 6,600	65 LOTS

LEGAL DESCRIPTION:

LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO.1, AS RECORDED FEBRUARY 15, 2018 AT RECEPTION NO. 4375614, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING 1,706,260 SQUARE FEET OR 39.169 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, BEARING S00°23'53"E (ASSUMED), A DISTANCE OF 2643.65 FEET.

BENCHMARK INFORMATION:

CP-99, 2" ALUMINUM CAP, ELEV = 4952.95 - SMARTNET GNSS CORRECTION NETWORK (NAVD88 - GEOID18)

ZONING INFORMATION:

R-A RESIDENTIAL - LOW DENSITY, SF DETACHED

FLOODPLAIN INFORMATION:

PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08123C1895E, DATED JANUARY 20, 2016.

SHEET DESCRIPTION

- L1.0 LANDSCAPE COVER SHEET
- L1.1 OVERALL LANDSCAPE
- L1.2 LANDSCAPE ENLARGEMENT
- L1.3 LANDSCAPE ENLARGEMENT
- L1.4 LANDSCAPE ENLARGEMENT
- L1.5 LANDSCAPE ENLARGEMENT
- L2.0 LANDSCAPE DETAILS & NOTES

LANDSCAPE REQUIREMENTS

LANDSCAPE AREA				
Total Site area per plattd documents	Total Landscape Area Required			
71,023	14,376 sf (20%)			

STREET BUFFER LANDSCAPE				
Street Name or Zone Boundary (elev.)	Street Classification	Linear Footage	Tree/Lf Required	No. of Trees Req. / Prov.
Frontier St - East	Collector	1,165	1 / 40 lf	28 / 28

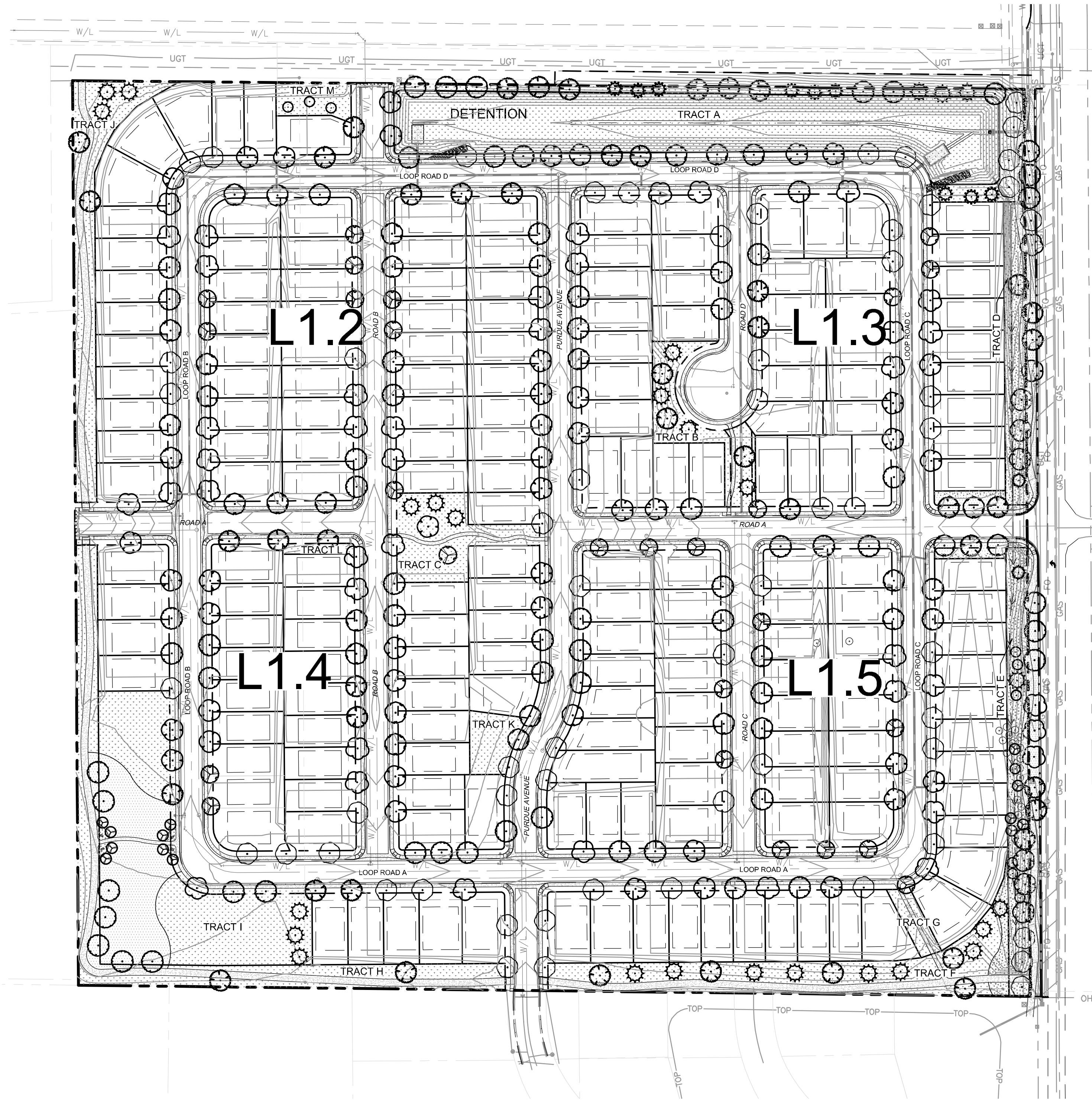
FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE COVER SHEET

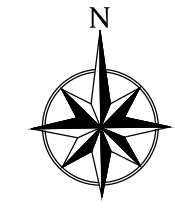
LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



OVERALL LANDSCAPE PLAN
SCALE: 1" = 100'



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
TREES					
	AG	42	ACER GRANDIDENTATUM / BIGTOOTH MAPLE	B & B	2" CAL
	AH	13	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE	B & B	1.5" CAL
	CS	67	CATALPA SPECIOSA / NORTHERN CATALPA	B & B	2" CAL
	CO	45	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2" CAL
	GTS	36	GLEDTISIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST	B & B	2.5" CAL
	PNI	26	PINUS PONDEROSA / PONDEROSA PINE	6' B&B	
	PA	2	PINUS ARISTATA / BRISTLECONE PINE	6' B&B	
	PE	10	PINUS EDULIS / PINON PINE	6' B&B	
	PFV	9	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE	B & B	6' HT
	PCA	26	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR	B & B	1.5" CAL
	QM	49	QUERCUS MUEHLENBERGII / CHINKAPIN OAK	B & B	2" CAL
	EX-REM	18	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED RECOMMENDATION	EX	
	UWI	59	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM	B & B	1.5" CAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
SHRUBS					
	AC	39	ARCTOSTAPHYLOS X COLORADOENSIS 'CHEIFTAIN' / MANZANITA	5 GAL	
	BB2	11	BUDDLEJA DAVIDII 'BLACK KNIGHT' / BLACK KNIGHT BUTTERFLY BUSH	5 GAL	
	CMF	49	CHAMAEBATIARIA MILLEFOLIUM 'FERNBUSH' / FERNBUSH	5 GAL	
	FM	39	FORESTIERA NEOMEXICANA / NEW MEXICAN PRIVET MULTISTEM	4' HT	
	PAP	10	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	1 GAL	
	PAL	41	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' / DWARF RUSSIAN SAGE	5 GAL	
	POD	73	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK	5 GAL	
	PF	7	POTENTILLA FRUTICOSA 'ABBOTTWOOD' / POTENTILLA	5 GAL	
	PBP	6	PRUNUS BESSEYI 'PAWNEE BUTTES' / SAND CHERRY	5 GAL	
	RG	59	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	
GRASSES					
	BB	57	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLUE GRAMA	1 GAL	
	SW	65	SPOROBOLUS WRIGHTII / BIG SACATON	1 GAL	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
MULCHES					
	RM	33,036 SF	ROCK MULCH / RIVER ROCK 1"-2" PER OWNER APPROVAL. PLACE TO A UNIFORM DEPTH OF 3" OVER PERMEABLE WEED BARRIER FABRIC.	MULCH	
SOD/SEED					
	LAWN	41,173 SF	IRRIGATED LAWN AREA / FESCUE BLEND	SEED	
	LGS	232,165 SF	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO 5 LBS / 1000 SF	SEED	

Low Grow Native Mix (PBSI)

Arizona Fescue
Sandberg Bluegrass
Rocky Mountain Fescue

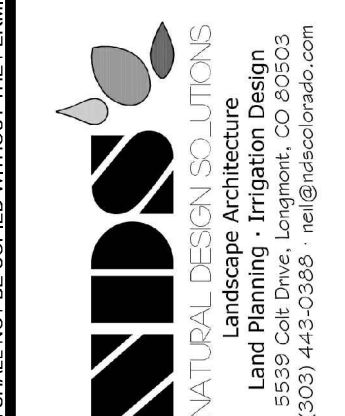
Seeding Rate: 5 pound (PLS) per 1,000 square feet

SEED MAINTENANCE: MOW NATIVE LOW GROW MIX ABOUT 1/2 THE AMOUNT AS SODDED TURFGRASS OR AS NEEDED, HAND PULL WEED OR SPOT WEED USING A BROADLEAF APPLICATION DURING FIRST 3 GROWING SEASONS.

FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

REVISIONS:
Agency Comment: 09.15.23
Agency Comment: 11.20.23
Agency Comment: 12.05.23
Agency Comment: 03.04.24
Agency Comment: 03.27.24

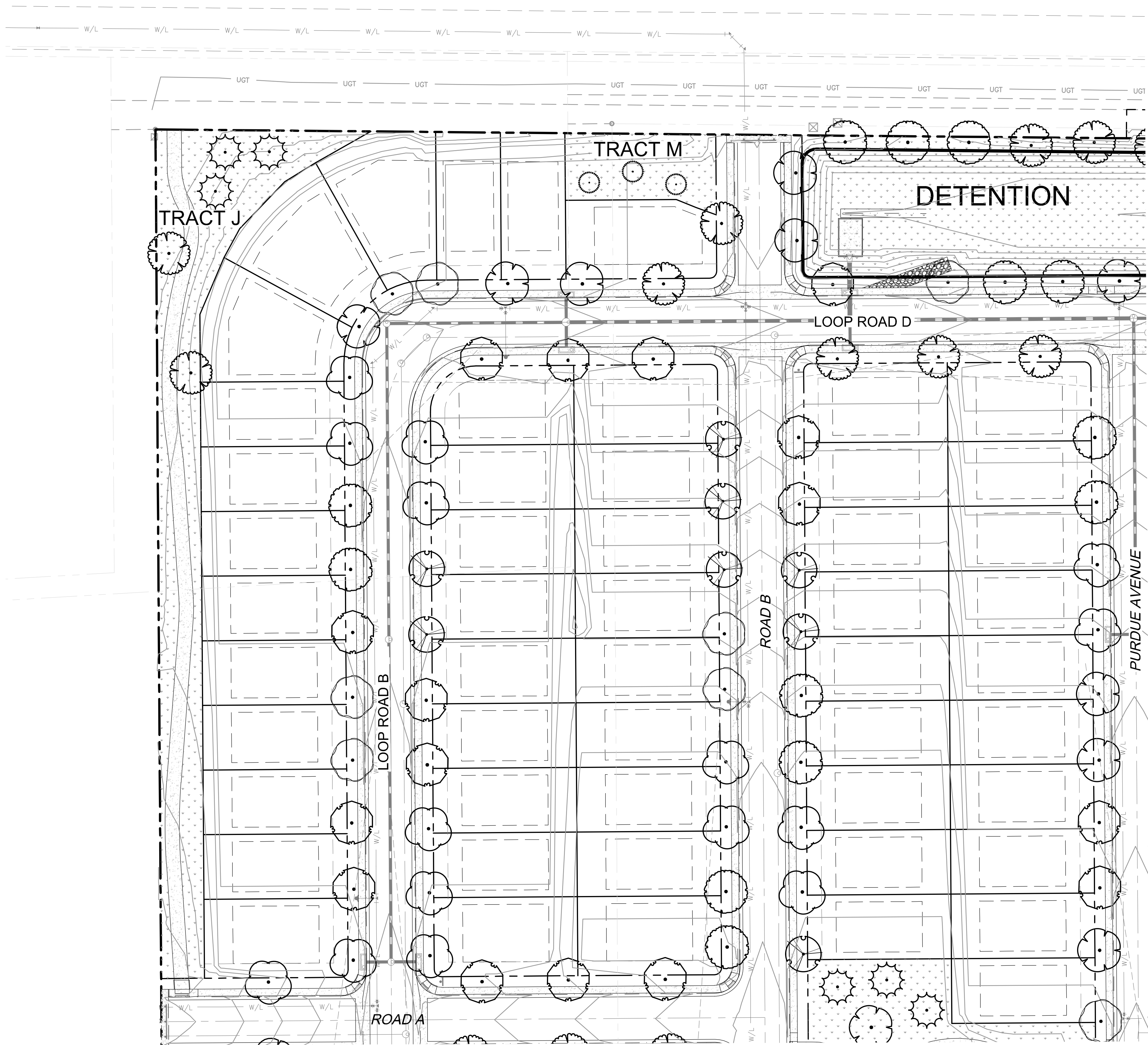


PROJ. NO.:	03.13.23
DATE:	03.13.23
SCALE:	See Sheet
DRAWN:	JRO
CHKD BY:	NAM
SHEET	L1.1
	2 of 7

LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LANDSCAPE PLAN ENLARGEMENT

SCALE: 1" = 40'

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE
	CATALPA SPECIOSA / NORTHERN CATALPA
	CELTIS OCCIDENTALIS / COMMON HACKBERRY
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	PINUS PONDEROSA / PONDEROSA PINE
	PINUS ARISTATA / BRISTLEcone PINE
	PINUS EDULIS / PINON PINE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE
	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR
	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED
	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM
SHRUBS	
	ARCTOSTAPHYLOS X COLORADOENSIS 'CHEIFTAIN' / MANZANITA
	BUDDLEJA DAVIDII 'BLACK KNIGHT' / BLACK KNIGHT BUTTERFLY BUSH
	CHAMAEBATIARIA MILLEFOLIUM 'FERNBUSH' / FERNBUSH
	FORESTIERA NEOMEXICANA / NEW MEXICAN PRIVET
	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE
	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' / DWARF RUSSIAN SAGE
	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK
	POTENTILLA FRUTICOSA 'ABBOTTWOOD' / POTENTILLA
	PRUNUS BESSEYI 'PAWNEE BUTTES' / SAND CHERRY
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
GRASSES	
	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLUE GRAMA
	SPOROBOLUS WRIGHTII / BIG SACATON
MULCHES	
	ROCK MULCH / RIVER ROCK 1"-2"
SOD/SEED	
	IRRIGATED LAWN AREA / FESCUE BLEND
	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO

FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

PROJ. NO.:
DATE: 03.13.23
SCALE: See Sheet
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CHKD BY: NAM

SHEET L12
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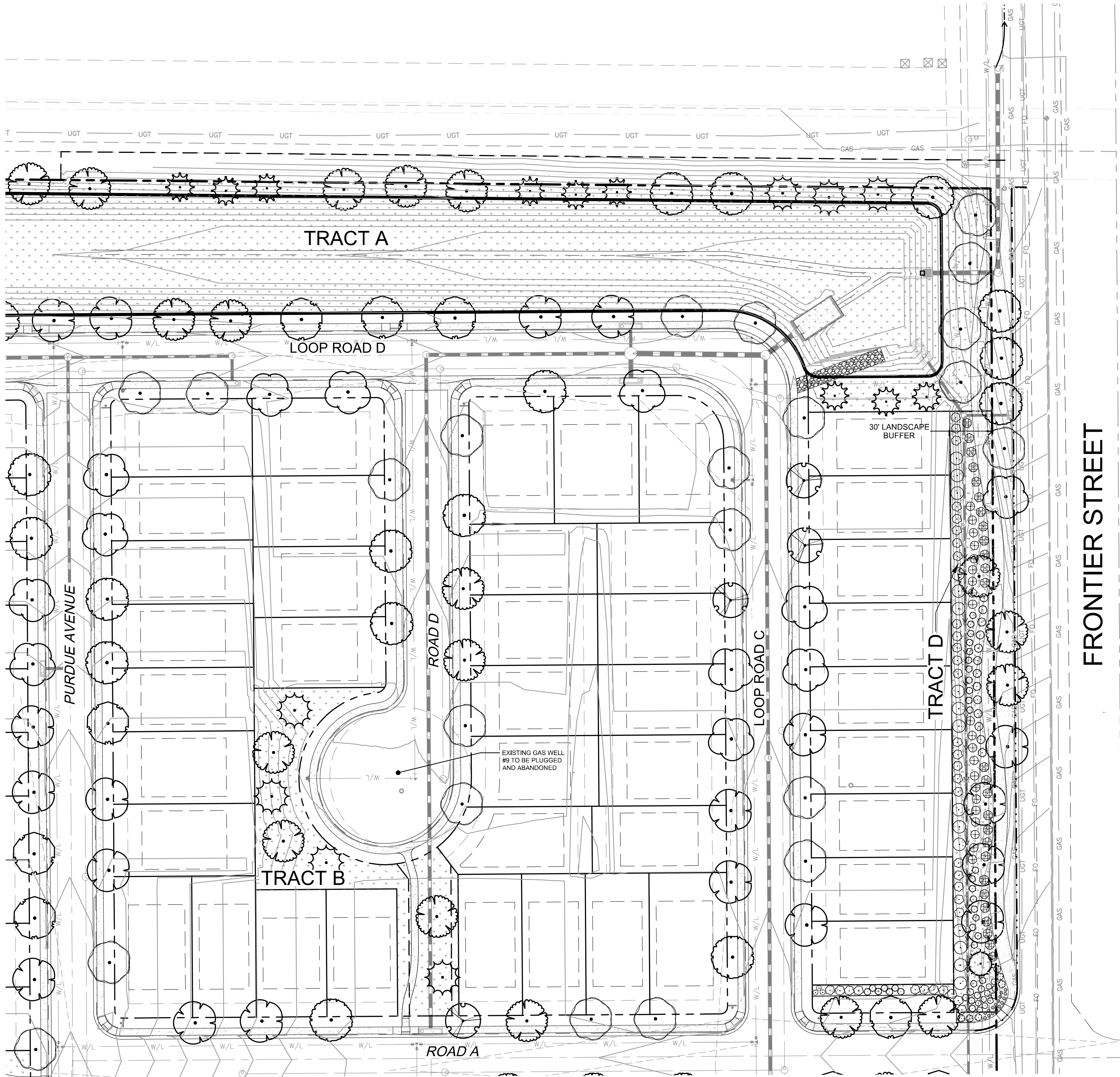
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NDS
NATURAL DESIGN SOLUTIONS
Land Planning - Irrigation Design
8559 Cole Drive, Longmont, CO 80503
(303) 443-0360 nrd@naturaldesigns.com

LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LANDSCAPE PLAN ENLARGEMENT
SCALE: 1" = 40'

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE
	CATALPA SPECIOSA / NORTHERN CATALPA
	CELTIS OCCIDENTALIS / COMMON HACKBERRY
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'™ / SHADEMASTER LOCUST
	PINUS PONDEROSA / PONDEROSA PINE
	PINUS ARISTATA / BRISTLECONE PINE
	PINUS EDULIS / PINON PINE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE
	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR
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	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED
	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM
SHRUBS	
	ARCTOSTAPHYLOS X COLORADOENSIS 'CHEIFTAIN' / MANZANITA
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	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
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	SPOROBOLUS WRIGHTII / BIG SACATON
MULCHES	
	ROCK MULCH / RIVER ROCK 1"-2"
SOD/SEED	
	IRRIGATED LAWN AREA / FESCUE BLEND
	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO

FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

PROJ. NO.:
DATE: 03.13.23
SCALE: See Sheet
DRAWN: JRO
CHKD BY: NAM

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4 of 7

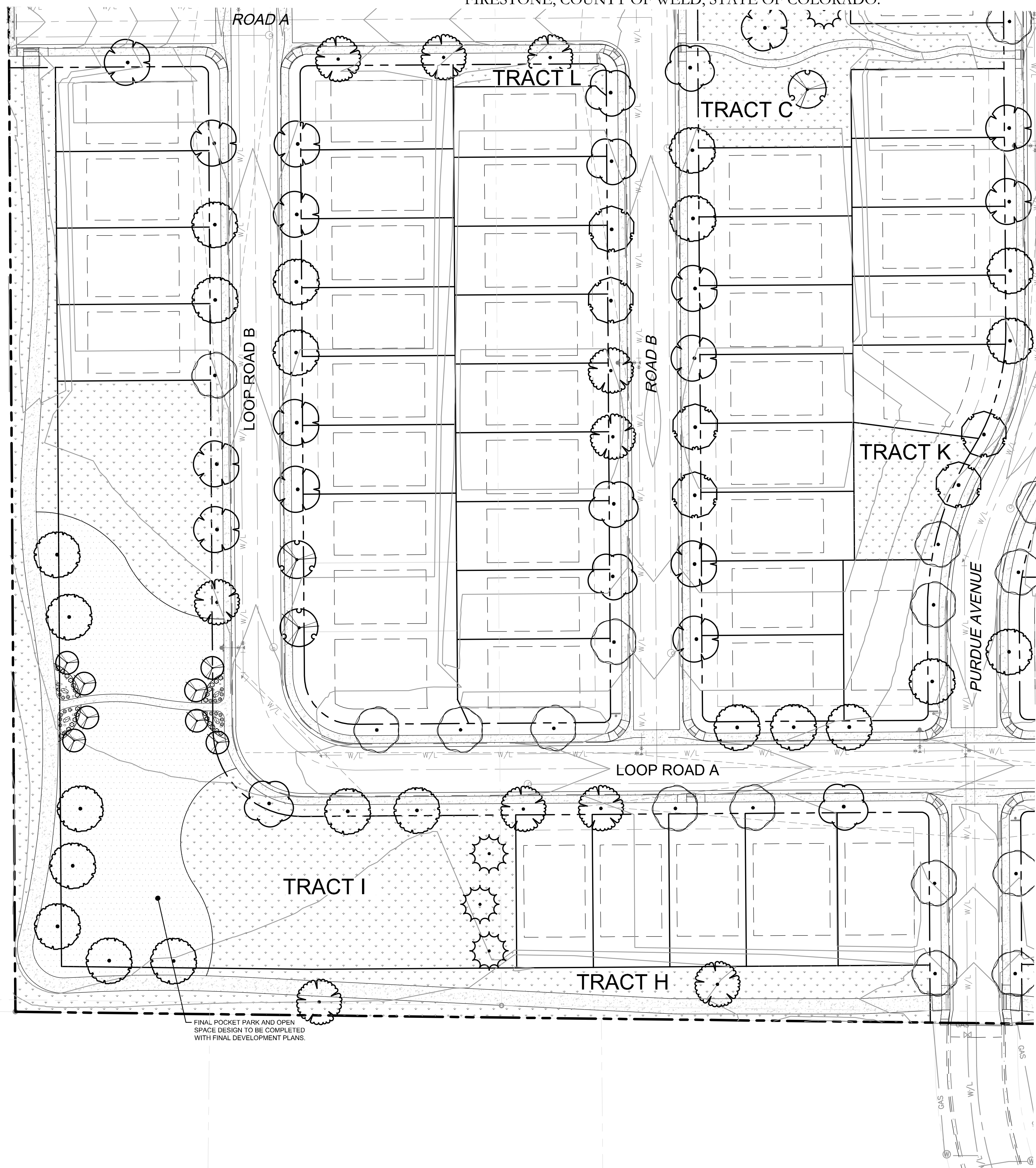
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LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

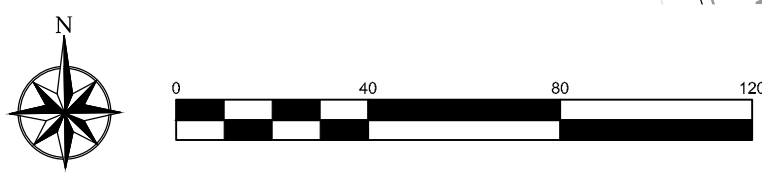


PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
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	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' / DWARF RUSSIAN SAGE
	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK
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	ROCK MULCH / RIVER ROCK 1"-2"
SOD/SEED	
	IRRIGATED LAWN AREA / FESCUE BLEND
	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO

LANDSCAPE PLAN ENLARGEMENT

SCALE: 1" = 40'

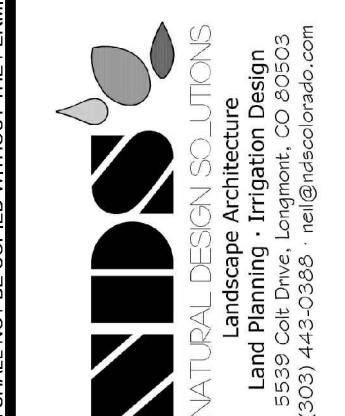


FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

PROJ. NO.:	03.13.23
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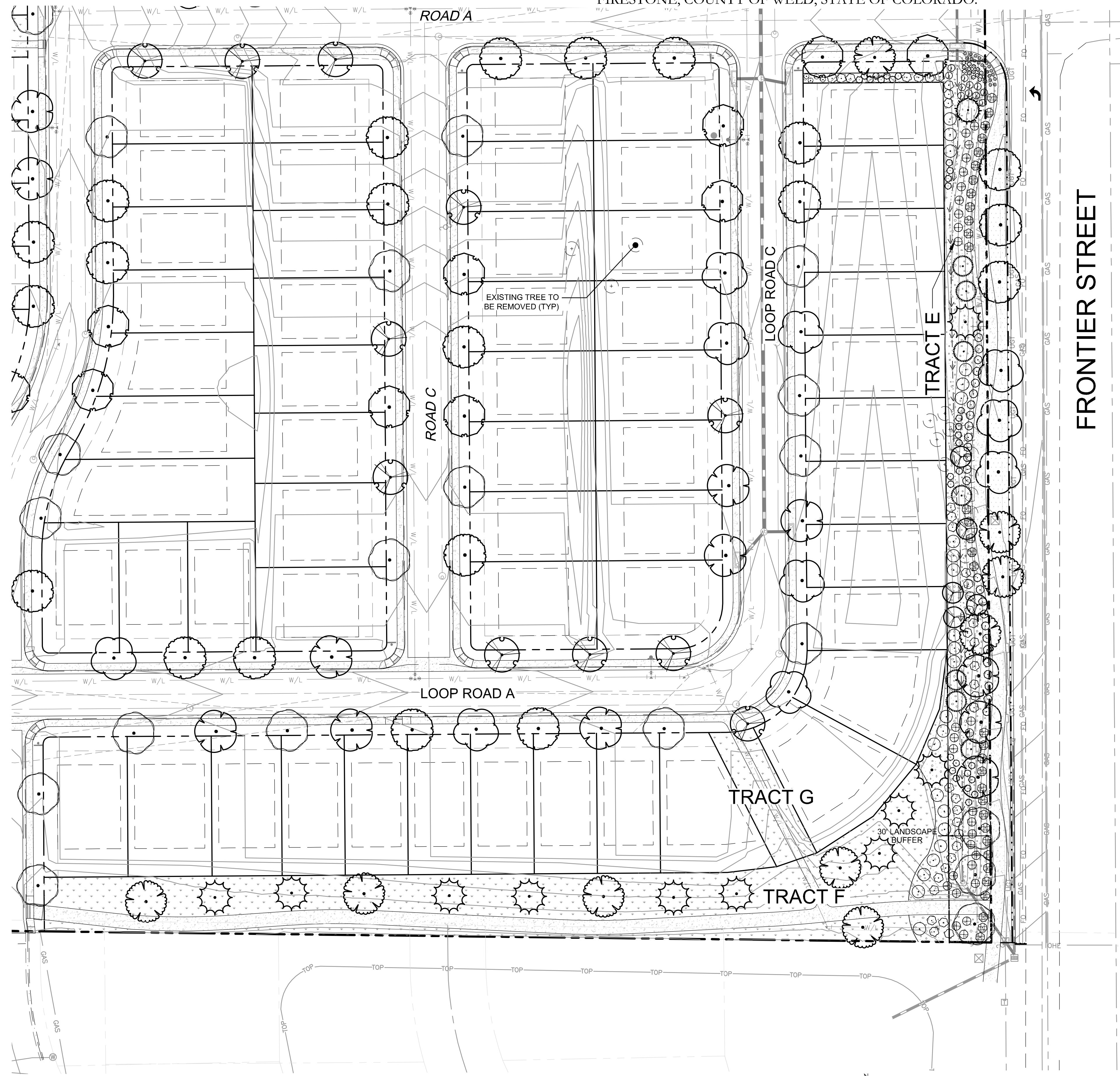
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LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE
	CATALPA SPECIOSA / NORTHERN CATALPA
	CELTIS OCCIDENTALIS / COMMON HACKBERRY
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	PINUS PONDEROSA / PONDEROSA PINE
	PINUS ARISTATA / BRISTLECONE PINE
	PINUS EDULIS / PINON PINE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE
	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR
	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED
	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM
SHRUBS	
	ARCTOSTAPHYLOS X COLORADOENSIS 'CHEIFTAIN' / MANZANITA
	BUDDLEJA DAVIDII 'BLACK KNIGHT' / BLACK KNIGHT BUTTERFLY BUSH
	CHAMAEBATIARIA MILLEFOLIUM 'FERNBUSH' / FERNBUSH
	FORESTIERA NEOMEXICANA / NEW MEXICAN PRIVET
	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE
	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' / DWARF RUSSIAN SAGE
	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK
	POTENTILLA FRUTICOSA 'ABBOTTWOOD' / POTENTILLA
	PRUNUS BESSEYI 'PAWNEE BUTTES' / SAND CHERRY
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
GRASSES	
	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLUE GRAMA
	SPOROBOLUS WRIGHTII / BIG SACATON
MULCHES	
	ROCK MULCH / RIVER ROCK 1"-2"
SOD/SEED	
	IRRIGATED LAWN AREA / FESCUE BLEND
	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO

LANDSCAPE PLAN ENLARGEMENT
SCALE: 1" = 40'

FRONTIER ESTATES
FIRESTONE, CO

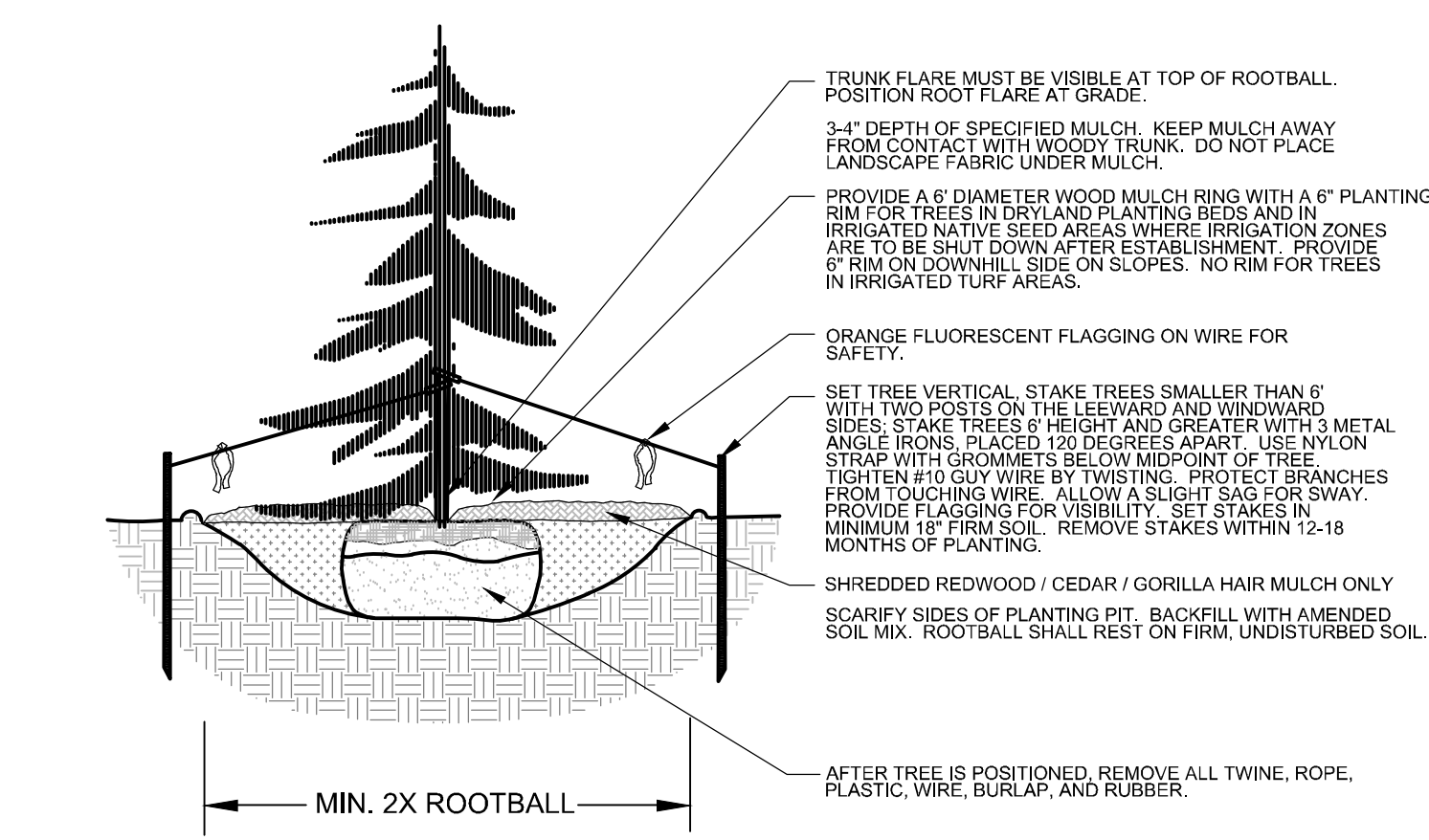
LANDSCAPE PLAN

GENERAL NOTES

- (Note: All references to "Contractor" are specific to "Landscape Contractor" unless notified as "General or other type of Contractor")
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF MATERIALS NEEDED TO COMPLETE THIS PLAN IN THE FIELD. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD. SUBSTITUTIONS OF PLANT MATERIAL ARE NOT ALLOWED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT GIVEN PRIOR TO INSTALLATION. GRAPHIC QTY'S PREVAIL OVER WRITTEN QTY'S. PRIOR TO COMMENCEMENT OF WORK THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING AND SCOPE OF WORK.
 - 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 OR COUNTY PLANNING DEPARTMENTS. LANDSCAPE CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS NECESSARY TO FURNISH SCOPE OF WORK AS SHOWN PER PLAN.
 - EXISTING TOPSOIL IS TO BE STOCKPILED AND USED TO ESTABLISH FINAL GRADES WITHIN LANDSCAPE AREAS. ALL STOCKPILED SOIL MUST BE CLEAR OF WEEDS, ROCKS AND DEBRIS BEFORE REUSE. ALL BERMED PLANTING BEDS TO BE CREATED WITH IMPORTED TOPSOIL.
 - GENERAL CONTRACTOR TO RE-SPREAD STOCKPILED SOIL AND ESTABLISH ROUGH GRADE CONDITIONS TO THE FOLLOWING SPECIFICATIONS:
A. 1" BELOW CURB FOR ALL SEEDED AREAS.
B. 2.5" BELOW CURB FOR ALL SODDED AREAS.
C. 4" BELOW CURB FOR ALL PLANTING, ROCK AND MULCH BEDS.
 - CONTRACTOR TO TILL PARKING LOT ISLANDS TO A DEPTH OF 30".
 - AMEND ALL PLANTING BEDS WITH CLASS 1 COMPOST. APPLY AT RATE OF 3 CYDS. PER 1000 SQUARE FEET TO ALL PLANTING BEDS AND MANICURED LAWN AREAS, AND 2 CYDS. PER 1000 SQUARE FEET FOR SEEDED AREAS. TILL, MIXING THOROUGHLY, INTO THE UPPER 8" OF SOIL.
 - FINE GRADE TO BE ESTABLISHED BY LANDSCAPE CONTRACTOR. FINE GRADE SHALL BE FREE OF ROCKS AND DEBRIS ½" AND GREATER. FINE GRADE IN SODDED AREAS SHALL BE FREE FROM ROCKS AND DEBRIS ½"AND GREATER. CONTRACTOR TO REPORT ANY POOR DRAINAGE CONDITIONS PRIOR TO CONSTRUCTION.
 - CONTRACTOR IS TO PROVIDE VERIFICATION THAT ALL SOD AND SEED IS OF THE SPECIES SHOWN ON THIS PLAN. NO SUBSTITUTIONS WILL BE ALLOWED. SOD TO BE LAID WITH TIGHT STAGGERED EDGES AND BE ROLLED AFTER INSTALLATION. SEEDED AREAS CANNOT BE SUBSTITUTED WITH SOD.
 - MULCHS: ALL PLANTING BEDS THAT CALL FOR WOOD MULCH TO RECEIVE 4" ORGANIC SHREDDED BARK MULCH. SHREDDED MULCH IS TO BE OF FIBROUS MATERIAL, NOT CHIPS OR CHUNKS. NO FABRIC IS TO BE PLACED UNDER WOOD OR ROCK MULCH. ALL MULCHED BEDS ARE TO BE SPRAYED WITH WATER AFTER INSTALLATION TO HELP MULCH TO MAT DOWN.
- ALL AREAS THAT CALL FOR COBBLE/ROCK MULCH TO RECEIVE MIN. 3" DEPTH, UNLESS NOTED OTHERWISE. USE QUICK RELEASE ORGANIC PRE-EMERGENT HERBICIDE FOR ALL MULCHED AND PERENNIAL PLANTING BEDS (AND FOR COBBLE/AGGREGATE AREAS WITH SLOPES EXCEEDING 3:1 GRADE.

TREES IN COBBLE/ROCK MULCH, SOD AND SEEDED AREAS TO RECEIVE 4" DIAMETER OF WOOD MULCH RING. 3" DEEP. SHRUBS AND GROUNDCOVERS IN COBBLE/ROCK MULCH SOD AND SEEDED AREAS TO RECEIVE A WOOD MULCH RING AT 2X DIAMETER OF ROOT BALL. 3" DEPTH. NO FABRIC UNDERLAYMENT IN WOOD MULCH RINGS.

- NOTES:
- DO NOT REMOVE OR CUT LEADER.
 - PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
 - DO NOT REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.
 - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 - AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
 - MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 - PINE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING. COORDINATE WITH CITY FORESTRY.
 - FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 - ALL TREES TO BE DEEP WATERED AT TIME OF PLANTING.



EVERGREEN TREE PLANTING DETAIL
L2.0 NOT TO SCALE SECTION

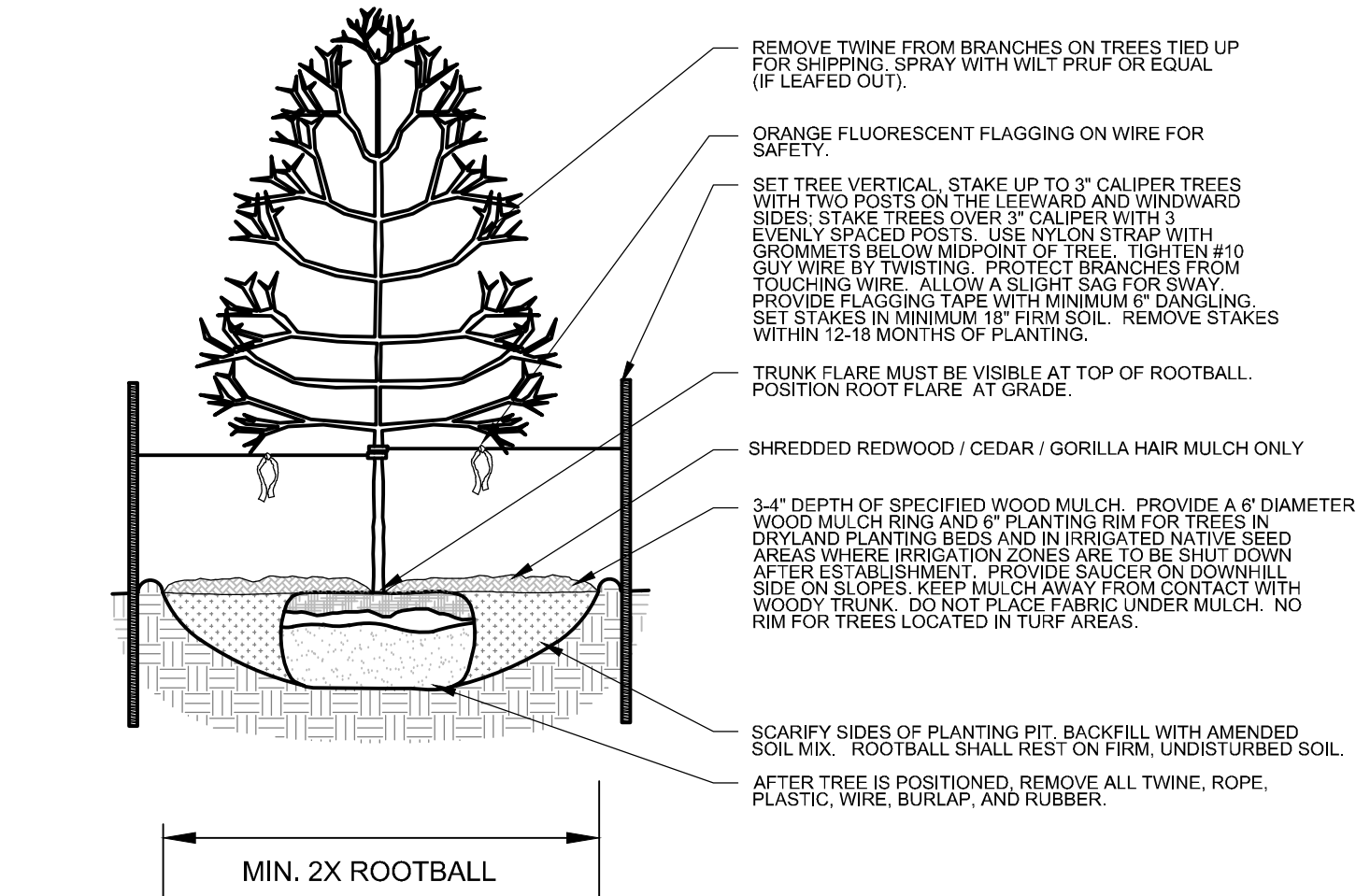
LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

- SEED MIX INSTALLATION: CONTRACTOR TO DRILL SEED WITH BRILLION TYPE APPLICATOR AND APPLY 'SOIL GUARD' BONDED FIBER MATRIX (BFM), WHERE INDICATED PER PLAN AND SCHEDULES. APPLY SEED IN TWO DIRECTIONS (PERPENDICULAR OF THE OTHER). ADD SOIL GUARD BFM FOR DRILL SEEDING WHERE NOTED PER PLAN AND ON ALL SLOPES 5:1 TO 3:1. FOR AREAS WITH 3:1 SLOPES OR GREATER CONTRACTOR TO USE SOIL GUARD APPLICATION ONLY (IN LIEU OF HYDROMULCH) CONTRACTOR TO SPOT SEED NON-GERMINATING AREAS (3) MONTHS AFTER INITIAL SEED APPLICATION. CONTRACTOR TO RE-SEED ALL BARE AREAS (6"x6") AND GREATER AFTER (6) MONTHS FROM SEED GERMINATION OR AT THE BEGINNING OF THE FOLLOWING GROWING SEASON. PRIOR TO THE 11-MONTH WARRANTY INSPECTION RE-APPLY SOIL GUARD AND SEED MIX TO ALL BARE AREAS (6"x6" OR GREATER) AND TO ALL BARE AREAS (4"x4" OR GREATER) ON ALL SLOPES 3:1 AND GREATER.
 - GENERAL CONTRACTOR TO RE-SPREAD STOCKPILED SOIL AND ESTABLISH ROUGH GRADE CONDITIONS TO THE FOLLOWING SPECIFICATIONS:
A. 1" BELOW CURB FOR ALL SEEDED AREAS.
B. 2.5" BELOW CURB FOR ALL SODDED AREAS.
C. 4" BELOW CURB FOR ALL PLANTING, ROCK AND MULCH BEDS.
 - CONTRACTOR TO TILL PARKING LOT ISLANDS TO A DEPTH OF 30".
 - AMEND ALL PLANTING BEDS WITH CLASS 1 COMPOST. APPLY AT RATE OF 3 CYDS. PER 1000 SQUARE FEET TO ALL PLANTING BEDS AND MANICURED LAWN AREAS, AND 2 CYDS. PER 1000 SQUARE FEET FOR SEEDED AREAS. TILL, MIXING THOROUGHLY, INTO THE UPPER 8" OF SOIL.
 - FINE GRADE TO BE ESTABLISHED BY LANDSCAPE CONTRACTOR. FINE GRADE SHALL BE FREE OF ROCKS AND DEBRIS ½" AND GREATER. FINE GRADE IN SODDED AREAS SHALL BE FREE FROM ROCKS AND DEBRIS ½"AND GREATER. CONTRACTOR TO REPORT ANY POOR DRAINAGE CONDITIONS PRIOR TO CONSTRUCTION.
 - CONTRACTOR IS TO PROVIDE VERIFICATION THAT ALL SOD AND SEED IS OF THE SPECIES SHOWN ON THIS PLAN. NO SUBSTITUTIONS WILL BE ALLOWED. SOD TO BE LAID WITH TIGHT STAGGERED EDGES AND BE ROLLED AFTER INSTALLATION. SEEDED AREAS CANNOT BE SUBSTITUTED WITH SOD.
 - MULCHS: ALL PLANTING BEDS THAT CALL FOR WOOD MULCH TO RECEIVE 4" ORGANIC SHREDDED BARK MULCH. SHREDDED MULCH IS TO BE OF FIBROUS MATERIAL, NOT CHIPS OR CHUNKS. NO FABRIC IS TO BE PLACED UNDER WOOD OR ROCK MULCH. ALL MULCHED BEDS ARE TO BE SPRAYED WITH WATER AFTER INSTALLATION TO HELP MULCH TO MAT DOWN.
- ALL AREAS THAT CALL FOR COBBLE/ROCK MULCH TO RECEIVE MIN. 3" DEPTH, UNLESS NOTED OTHERWISE. USE QUICK RELEASE ORGANIC PRE-EMERGENT HERBICIDE FOR ALL MULCHED AND PERENNIAL PLANTING BEDS (AND FOR COBBLE/AGGREGATE AREAS WITH SLOPES EXCEEDING 3:1 GRADE.

- NOTES:
- MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 - AT TIME OF PLANTING, DO NOT REMOVE OR CUT LEADER AND PRUNE ONLY DEAD OR BROKEN BRANCHES. CROSS OVER BRANCHES, AND WEAK OR NARROW CROTCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 - STRUCTURAL PRUNING SHOULD NOT BEGIN UNTIL AFTER ESTABLISHMENT PERIOD, USUALLY TWO GROWING SEASONS.
 - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 - DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
 - AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
 - WRAP TRUNK ON EXPOSED SITES AND SPECIES WITH THIN BARK. USE ELECTRICAL OR DUCT TAPE, NOT TWINE.
 - COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 - DEEP WATER ALL PLANTS AT TIME OF PLANTING.



DECIDUOUS TREE PLANTING DETAIL
L2.0 NOT TO SCALE SECTION

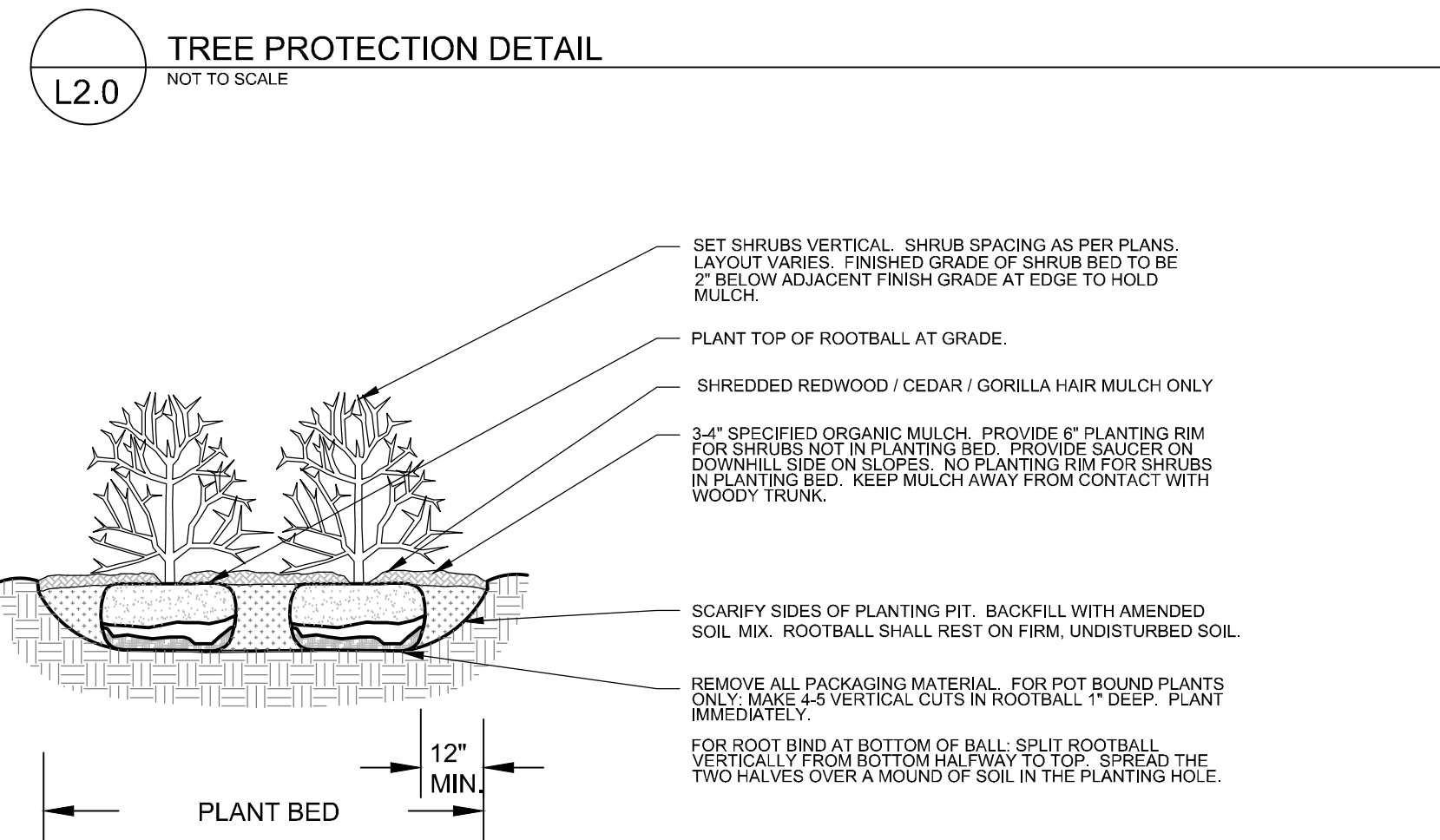
- MAINTENANCE: THE OWNER OF THIS PROPERTY AND ANY FUTURE OWNERS SHALL BE RESPONSIBLE FOR THE PROPER LANDSCAPE AND IRRIGATION MAINTENANCE OF THIS SITE AND ANY RIGHT OF WAY AREAS BETWEEN THE CURB AND PROPERTY LINES OF THIS SITE. MAINTENANCE OF THIS SITE INCLUDES, BUT IS NOT LIMITED TO, IRRIGATION INSPECTIONS AND ADJUSTMENTS, IRRIGATION SYSTEM SHUT DOWN AND START UP, IRRIGATION LEAK REPAIR, LANDSCAPE WEEDING, MOWING, SEEDING, FERTILIZATION, WOOD MULCH AND ROCK COVER REPLACEMENT, PRUNING, AND PLANT MATERIAL REPLACEMENT (INCLUDING ANNUAL BEDS). ALL MAINTENANCE SHOULD BE IN ACCORDANCE WITH STANDARDS SPECIFIED WITHIN THE "ALCC SPECIFICATIONS HANDBOOK" REVISED EDITION: 1998. OWNER SHOULD CONTACT LANDSCAPE CONTRACTOR OR LANDSCAPE ARCHITECT REGARDING ANY QUESTIONS RELATING TO THE LANDSCAPE OR IRRIGATION MAINTENANCE OF THIS SITE.

- LANDSCAPING IS CONCEPTUAL AND WILL BE FURTHER DEFINED AT THE TIME OF THE FDP.
- OPEN SPACE OWNERSHIP WILL BE DETERMINED WITH THE RECORDING OF THE FINAL DEVELOPMENT PLANS FOR EACH FILING.
- SPECIFIC LANDSCAPE PARK PLANS WILL BE PROVIDED AT THE TIME OF THE FDP FOR ALL PARKS.
- ALL WELL SETBACK AREAS WILL BE SEEDED. DISTURBED AREAS FROMM DRILLING OPERATIONS WILL BE RE-SEEDED.
- FINAL TRAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF THE FDP.
- STREET TREES WILL BE PROVIDED BY THE DEVELOPER FOR FRONTIER STREET, AS WELL AS THE CONNECTING BOULEVARD. ALL OTHER STREET TREES ARE TO BE PROVIDED BY THE INDIVIDUAL LOT OWNERS AS EACH LOT IS BUILT.

EXISTING TREE PROTECTION DIRECTIONS:

- PROTECTIVE FENCING:
- FOUR FOOT HEIGHT PROTECTIVE FENCING IS TO BE INSTALLED AROUND THE EXISTING TREES TO REMAIN PRIOR TO CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO TAKE PRECAUTIONS TO ENSURE THAT EXISTING ROOTS AND LIMBS ARE NOT DAMAGED DURING EXCAVATION ADJACENT TO TREES. FENCING IS TO BE INSTALLED BELOW THE EDGE OF THE CANOPY OF THE EXISTING TREES TO REMAIN. FENCING IS TO REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION.
- IF ROOT PRUNING IS NECESSARY FOR GRADING, EXCAVATING, OR INSTALLATION OF IRRIGATION SYSTEM, ALL ROOT PRUNING IS TO TAKE PLACE OUTSIDE OF THE PROTECTIVE FENCING AROUND EACH TREE. CONTRACTOR IS TO TRENCH 12" AWAY FROM PROTECTIVE FENCING. ANY ROOTS LARGER THAN 2" ARE TO BE SAW CUT. CONTRACTOR IS TO HAND DIG ANY TRENCHES AND SAW CUT ANY INTERFERING ROOTS INSIDE THE PROTECTIVE FENCE AREAS.

- WATERING, MULCHING, AND FERTILIZATION:
- PRIOR TO CONSTRUCTION CONTRACTOR IS TO PLACE A 4" DEPTH OF WOOD CHIPS OR MULCH INSIDE THE PROTECTIVE FENCING OF EXISTING TREES TO REMAIN. CONTRACTOR IS TO PROVIDE REGULAR DEEP WATERING TO ALL EXISTING TREES TO REMAIN THROUGHOUT CONSTRUCTION. DURING CONSTRUCTION A SLOW-RELEASE NITROGEN FERTILIZER IS TO BE APPLIED AROUND THE BASE OF EACH TREE AT A RATE OF 2 LBS. PER 1000 S.F. (USE DRIP LINE OF TREE TO CALCULATE SQUARE FOOTAGE).



TREE PROTECTION DETAIL
L2.0 NOT TO SCALE SECTION

SHRUB PLANTING DETAIL
L2.0 NOT TO SCALE SECTION

REVISIONS:	
Agency Comment: 09.15.23	
Agency Comment: 11.20.23	
Agency Comment: 12.05.23	
Agency Comment: 03.04.24	
Agency Comment: 03.27.24	

THIS PLAN SHALL NOT BE OPENED WITHOUT THE PERMISSION OF NDS

NDS
NATURAL DESIGN SOLUTIONS
Landscape Architecture
Land Use Planning
5539 Cole Drive, Layton, CO 80503
(303) 443-2366, nrd@ndesignsolutions.com

PROJ. NO.:	
DATE:	03.13.23
SCALE:	See Sheet
DRAWN:	JRO
CHKD BY:	NAM
SHEET	L2.0 7 of 7

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.b

Land Development

Meeting Date: May 8, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Resolution 24-48: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICE PLAN FOR THE FRONTIER ESTATES METROPOLITAN DISTRICT

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-48, a resolution approving the Service Plan for Frontier Estates Metropolitan District.

SUMMARY

The Town of Firestone has received a request to review and approve a Service Plan for Frontier Estates Metropolitan District ("District"). The following are the primary terms of the proposed Service Plan:

1. The District is approximately 39 acres in area and consists of Lot 1 and Block A of the Frontier Estates Filing 1 Final Plat, located on the west side of Frontier Street, between Pine Cone Avenue and Sable Avenue.
2. Maximum Debt Mill Levy: 50 mills subject to the Mill Levy Adjustment.
3. Maximum Debt Mill Levy Imposition Term: 40 years from initial debt issuance.
4. Maximum Operation and Maintenance Mill Levy: 60 mills until initial debt issuance, then 10 mills after debt issuance subject to the Mill Levy Adjustment.
5. Town Mill Levy: 3 mills collected yearly.
6. Estimated Public Improvement Costs: \$21,977,617.99.
7. Total Debt Limit: \$25,000,000.

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

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On March 28, 2002, the Board of Trustees approved Ordinance 495, annexing the property into the Town (Farnsworth Annexation). On July 11, 2002, the Board of Trustees approved Ordinance 502, rezoning the property to PUD Residential A (FCC Development Overall Development Plan). Both the Annexation and Overall Development Plan (ODP) were recorded on October 25, 2005. Per the previous Development Code, ODP approvals were valid for ten (10) years; therefore, this ODP has expired. The expiration only applied to the ODP document, not the accompanying zoning ordinance; therefore, the property remains zoned Residential A.

The Frontier Estates Filing No. 1 Final Plat was approved by the Board on December 20, 2017, and recorded on February 15, 2018, creating the lots that exist today. A new Preliminary Plat was submitted in 2022. The Planning and Zoning Commission held a public hearing at its April 4, 2024, meeting and sent forward a recommendation for approval. This board will consider approval of the Preliminary Plat before hearing the Metro District request.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Resolution 24-48
2. Certificate Concerning Notices of Public Hearing on Service Plan
3. Frontier Estates Metropolitan District Service Plan

RESOLUTION NO. 24-48

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSOLIDATED SERVICE PLAN FOR THE FRONTIER ESTATES METROPOLITAN DISTRICT

WHEREAS, the Board of Trustees of the Town of Firestone (“Board”) has received a request to review and approve the Service Plan for Frontier Estates Metropolitan District (“District”); and

WHEREAS, following notice as required by law, the Board conducted a public hearing on the request on May 8, 2024, and now desires to approve the Service Plan.

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

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

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

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

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

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

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

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

INTRODUCED, READ AND ADOPTED this 8th day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Service Plan

CERTIFICATE CONCERNING NOTICES OF PUBLIC HEARING ON SERVICE PLAN

IN RE THE ORGANIZATION OF FRONTIER ESTATES METROPOLITAN DISTRICT
COUNTY OF WELD, STATE OF COLORADO

I, Emilee D. Hansen, a paralegal at the law firm of White Bear Ankele Tanaka & Waldron Professional Corporation, acting on behalf of Meritage Homes of Colorado, Inc. (the “Petitioner”) for the Frontier Estates Metropolitan District (the “District”), do hereby certify as follows:

1. That the Board of Trustees of the Town of Firestone (the “Board of Trustees”) set a public hearing for May 8, 2024 at 6:30 p.m. at the at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504 (the “Hearing”), for the purpose of considering the Service Plan (the “Service Plan”) for the District and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan;
2. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was provided by U.S. mail on April 19, 2024, to the Petitioner and to the governing body of any existing municipality or special district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the proposed District’s boundaries, as set forth on the list attached hereto as **Exhibit B** and incorporated herein by this reference;
3. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference, was published on April 19, 2024, in the *Longmont Times-Call*. A copy of the Affidavit of Publication of Notice of Public Hearing on Service Plan is attached hereto as **Exhibit D** and incorporated herein by this reference;
4. That, pursuant to § 32-1-204(1.5), C.R.S., the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as **Exhibit E** and incorporated herein by this reference, was sent by U.S. mail on April 19, 2024, (which date is no more than thirty days nor less than twenty days prior to the Hearing), to the property owners within the proposed District as listed on the records of the County Assessor, as set forth on the list attached hereto as **Exhibit B** and incorporated herein by this reference; and
5. That, pursuant to § 32-1-202(1)(a), C.R.S., the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference, was provided by mail on April 19, 2024 to the Division of Local Government.

Signed this 3rd day of May, 2024.

By: 
Emilee D. Hansen

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

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

NOTICE OF PUBLIC HEARING ON SERVICE PLAN

IN RE THE ORGANIZATION OF FRONTIER ESTATES METROPOLITAN DISTRICT, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a public hearing on the Service Plan for the proposed Frontier Estates Metropolitan District will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on May 8, 2024, at 6:30 p.m., at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504, or as soon thereafter as the Board of Trustees may hear such matter.

BY ORDER OF THE TOWN OF FIRESTONE
BOARD OF TRUSTEES

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

(Mailing List)

ENTITY	ADDRESS
AIMS JUNIOR COLLEGE	PO Box 69 Greeley, CO 80632
BIGHORN URBAN RENEWAL AUTHORITY	Firestone Urban Renewal Authority – Bighorn Plan Area Attn: Executive Director, AJ Krieger PO Box 100 Firestone, CO 80520
CARBON VALLEY REC	701 Fifth Street Frederick, CO 80530
CARRIAGE HILLS METRO DISTRICT	2619 Canton Court, Suite A c/o Centennial Consulting Group, LLC Fort Collins, CO 80525
CENTRAL COLORADO WATER (CCW)	3209 West 28th Street Greeley, CO 80634
CENTRAL COLORADO WATER SUBDISTRICT (CCS)	3209 West 28th Street Greeley, CO 80634
CENTRAL FIRESTONE URA (CFURA)	Firestone Urban Renewal Authority – Central Plan Area Attn: Executive Director, AJ Krieger PO Box 100 Firestone, CO 80520
CENTRAL WELD COUNTY WATER (CWC)	2235 Second Avenue Greeley, CO 80631
CLEARVIEW VILLAGES METRO DISTRICT	1700 Lincoln Street, Ste 2000 c/o Spencer Fane LLP Denver, CO 80203
COLUMBINE HEIGHTS METROPOLITAN DISTRICT	4725 South Monaco Street, Suite 360 c/o Icenogle Seaver Pogue, P.C. Denver, CO 80237
COTTONWOOD HOLLOW COMMERCIAL METRO	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron Centennial, CO 80122
COTTONWOOD HOLLOW RESIDENTIAL METRO	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron Centennial, CO 80122
DENMORE METROPOLITAN DISTRICT NOS. 1-5	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron Centennial, CO 80122
DIVISION OF LOCAL GOVERNMENT	1313 Sherman Street Room 521 Denver, CO 80203
EAGLE BUSINESS PARK URBAN RENEWAL AUTHORITY	9950 Park Avenue Firestone, CO 80504
TOWN OF FIRESTONE	PO Box 100 Firestone, CO 80520
FORT LUPTON CITY	1121 Denver Avenue Fort Lupton, CO 80621

FORT LUPTON FIRE	1121 Denver Avenue Fort Lupton, CO 80621
FREDERICK METRO DISTRICT	PO Box 435 Frederick, CO 80530
TOWN OF FREDERICK	PO Box 435 Frederick, CO 80530
FREDERICK-FIRESTONE FIRE	P.O. Box 129 Frederick, CO 80530
GATEWAY TO FREDERICK MD NOS. 1-6	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron Centennial, CO 80122
GODDING HOLLW METRO DISTRICT	McGeady Becher P.C. 450 E. 17th Ave., Suite 400 Denver, CO 80203-1214
GREENS METRO	9227 E Lincoln Avenue, Ste 200 c/o Fromm & Company, LLC Lone Tree, CO 80124
HIDDEN CREEK METRO DISTRICT	8390 E Crescent Parkway, Ste 300 c/o CliftonLarsonAllen LLP Greenwood Village, CO 80111
HIGH PLAINS LIBRARY	2650 W. 29th Street Greeley, CO 80631
HOMESTEAD RANCH METRO DISTRICT NOS. 1-4	1700 Lincoln Street, Suite 2000 c/o Spencer Fane, LLP Denver, CO 80203-4554
LEFT HAND WATER	6800 Nimbus Road Longmont, CO 80503
LITTLE THOMPSON WATER (LTW)	835 E. State Highway 56 Berthoud, CO 80513
LONGMONT CONSERVATION	9595 Nelson Road Box D Longmont, CO 80501
MAPLE RIDGE METRO	2619 Canton Court, Ste A c/o Centennial Consulting Group Fort Collins, CO 80525
MARKETPLACE METRO DISTRICT	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron, P.C. Centennial, CO 80122
MEADOWLARK BUSINESS PARK URBAN RENEWAL (MLURA)	9950 Park Avenue Firestone, CO 80504
MOUNTAIN SHADOWS METRO	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron, P.C. Centennial, CO 80122
MOUNTAIN VIEW FIRE PROTECTION DISTRICT	3561 N Stagecoach Road Longmont, CO 80504

NEIGHBORS POINT METRO	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron, P.C. Centennial, CO 80122
NORTHERN COLORADO WATER (NCW)	220 Water Avenue Berthoud, CO 80513
NORTHERN FIRESTONE URBAN RENEWAL (NFURA)	Firestone Urban Renewal Authority – Northern Plan Area Attn: Executive Director, AJ Krieger PO Box 100 Firestone, CO 80520
NP125 METRO	1700 Lincoln Street, Ste 2000 c/o Spencer Fane LLP Denver, CO 80203
PLATTE VALLEY CONSERVATION	57 W Bromley Land Brighton, CO 80601
PLATTEVILLE-GILCREST FIRE	PO Box 407 Platteville, CO 80651
PROSPERITY METRO DISTRICT	2619 Canton Court, Ste A c/o Centennial Consulting Group Fort Collins, CO 80525
SCHILLINGER URBAN RENEWAL AUTHORITY (SURA)	9950 Park Avenue Firestone, CO 80504
SCHOOL DIST RE1-GILCREST	PO Box 157 Gilcrest, CO 80623
SCHOOL DIST RE1J-LONGMONT	395 South Pratt Parkway Longmont, CO 80501
SCHOOL DIST RE8-FORT LUPTON	301 Reynolds Street Fort Lupton, CO 80621
SILVERSTONE METRO DISTRICT NOS. 1-3	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron, P.C. Centennial, CO 80122
SKYVIEW MEADOWS METRO DISTRICT	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron, P.C. Centennial, CO 80122
SOUTHERN FIRESTONE URBAN RENEWAL (SFURA)	Firestone Urban Renewal Authority – Southern Plan Area Attn: Executive Director, AJ Krieger PO Box 100 Firestone, CO 80520
SPRINGS METRO	1641 California Street, Suite 300 c/o Miller & Associates Denver, CO 80202
SPRINGS SOUTH METRO	1641 California Street, Suite 300 c/o Miller & Associates Denver, CO 80202
ST VRAIN LAKES METRO 1-4	550 W Eisenhower Boulevard c/o Pinnacle Consulting Group, Inc. Loveland, CO 80537

ST VRAIN LEFT HAND WATER (SVW)	9595 Nelson Road, Suite 203 Longmont, CO 80501
ST VRAIN SANITATION	11307 Business Park Circle Firestone, CO 80504
STONERIDGE METRO DISTRICT	7995 E Prentice Avenue, Ste 103E c/o Community Resource Services of Colorado, LLC Greenwood Village, CO 80111
VILLAGE EAST COMMUNITY METRO DISTRICT	2619 Canton Court, Suite A c/o Centennial Consulting Group, LLC Fort Collins, CO 80525
VISTAS AT SADDLEBACK METRO DISTRICT NOS. 1-3	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron, P.C. Centennial, CO 80122
WELD COUNTY	1150 O Street Greeley, CO 80631
WESTVIEW METRO DISTRICT	2154 East Commons Avenue, Suite 2000 c/o White Bear Ankele Tanaka & Waldron, P.C. Centennial, CO 80122

PROPERTY OWNER(S)

KIP FARNSWORTH
9385 COUNTY ROAD 15
Firestone, CO 80504

MICHAEL FARNSWORTH
9385 COUNTY ROAD 15
Firestone, CO 80504

MELISSA LEYBA
1605 Orion Place
Longmont, CO 80504

PETITIONER(S)

Meritage Homes of Colorado, Inc.
8400 E. Crescent Pkwy, Suite 200
Greenwood Village, CO 80111

EXHIBIT C
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON SERVICE PLAN
(Notice of Public Hearing on Service Plan for Publication)

NOTICE OF PUBLIC HEARING ON SERVICE PLAN

IN RE THE ORGANIZATION OF FRONTIER ESTATES METROPOLITAN DISTRICT, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

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

A public hearing on the Service Plan and the organization of the District will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on May 8, 2024, at 6:30 p.m., at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504, or as soon thereafter as the Board of Trustees may hear such matter.

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

A general description of the land contained within the boundaries of the proposed District is as follows: approximately 101 acres located south of Veterans Parkway and east of High Plains Boulevard, entirely within the boundaries of the Town of Firestone, County of Weld, State of Colorado. A precise description of the boundaries of each District, including the current boundaries, is on file in the office of the District. Further information about the District can be obtained by contacting the District at White Bear Ankele Tanaka and Waldron P.C., 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122.

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

Published In: *Longmont Times-Call*
Published On: April 19, 2024

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

(Affidavit of Publication of Notice of Public Hearing on Service Plan)

NOTICE OF PUBLIC HEARING ON SERVICE PLAN

IN RE THE ORGANIZATION OF FRONTIER ESTATES METROPOLITAN DISTRICT, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

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

Published: Longmont Times Call April 19, 2024-2047281

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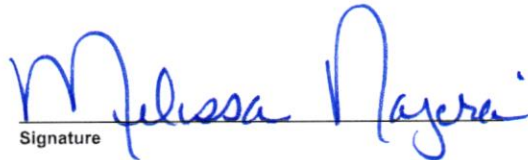
PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

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

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Apr 19, 2024


Signature

Subscribed and sworn to me before me this

19th day of April, 2024


Notary Public

(SEAL)

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

Account: 1051175
Ad Number: 2047281
Fee: \$34.80

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

(Notice of Public Hearing on Service Plan for Property Owners)

NOTICE OF PUBLIC HEARING ON SERVICE PLAN

IN RE THE ORGANIZATION OF FRONTIER ESTATES METROPOLITAN DISTRICT, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1.5), C.R.S., a Service Plan (the “Service Plan”) for the proposed Frontier Estates Metropolitan District (the “District”) has been filed with the Town of Firestone, Weld County, State of Colorado.

A public hearing on the Service Plan and the organization of the District will be held by the Town of Firestone Board of Trustees (the “Board of Trustees”) on May 8, 2024, at 6:30 p.m., at Firestone Town Hall, 9900 Park Avenue, Firestone, CO 80504, or as soon thereafter as the Board of Trustees may hear such matter.

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

The District is a metropolitan district.

The maximum mill levy for the District shall be sixty-three (63) mills.

Meritage Homes of Colorado, Inc.
Petitioners for the organization of the District

SERVICE PLAN
FOR
FRONTIER ESTATES METROPOLITAN DISTRICT
TOWN OF FIRESTONE, COLORADO

Prepared

by



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

Approval Date:
[Month] [Day], 2024

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LIST OF EXHIBITS

EXHIBIT A	Vicinity Map
EXHIBIT B	Initial District Boundary Map and Legal Description
EXHIBIT C	Financial Plan
EXHIBIT D	Capital Plan
EXHIBIT E	Intergovernmental Agreement
EXHIBIT F	Disclosure Notice

I. INTRODUCTION

A. Purpose and Intent.

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

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District's Service Plan.

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

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

The District shall dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if a District has ongoing operation and maintenance functions authorized under an Intergovernmental Agreement with the Town, the District shall not be required to dissolve. Additionally, if the Board of Directors of the District determines that the existence of the District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of the District shall promptly effectuate the dissolution of the District.

The District is authorized to finance the Public Improvements that can be funded from Debt which is to be repaid from Fees, Special Assessments, or tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and collected for no longer than the Maximum Debt Mill Levy Imposition Term, as well as other legally available sources of revenue, and to maintain certain of the Public Improvements as set forth in the Intergovernmental Agreement with the Town. It is the intent of this Service Plan to assure to the extent possible that no property bears an economic burden that is greater than that associated with revenues from the

Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy, Fees, and Special Assessments, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

D. Consultants.

This Service Plan has been prepared by the following:

Organizers

Chelsey Green
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Meritage Homes of Colorado, Inc.
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Denver, CO 80111

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2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

Financial Advisor or Underwriter

Laci Knowles
lknowles@dadco.com
D.A. Davidson & Co.
1550 Market Street, Suite 300
Denver, CO 80202

II. DEFINITIONS

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

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

Board: means the board of directors of the District.

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

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

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

District: means the Frontier Estates Metropolitan District.

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

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

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

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

Financial Plan: means the Financial Plan described in Section VI and attached as **Exhibit C** which describes (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

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

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

Maximum Aggregate Mill Levy: means the maximum combined mill levy the District is permitted to impose upon the taxable property within the District for payment of all expenses categories, including but limited to Debt, capital costs, organizational costs,

and Operation and Maintenance Costs. The Maximum Aggregate Mill Levy is set forth in Section VI.C.3 below.

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

Maximum Debt Mill Levy Imposition Term: means the period of time, commencing upon the date when the District first issues any debt, in which the District's Debt mill levy may be imposed.

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

Mill Levy Adjustment: means, if, on or after January 1, 2019 there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring on or after January 1, 2021, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in how actual valuation is calculated or a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

Organizational Costs: means the estimated initial cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, as set forth in Section VI.H below, which Organizational Costs are eligible for reimbursement out of Debt proceeds.

Project: means the development or property commonly referred to as Frontier Estates.

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

Service Plan: means this service plan for the District approved by Town Board.

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

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

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

State: means the State of Colorado.

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

Town: means the Town of Firestone, Colorado.

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

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

Total Debt Limit: means Twenty-Five Million Dollars (\$25,000,000), which Total Debt Limit includes any Debt issued for Public Improvements.

Town of Firestone Design Standards and Construction Specifications for Public Improvements: means the established process for the Town's design standards and construction specifications for public improvements, as adopted by the Town Board.

Town O&M Mill Levy: means three (3) mills, to be imposed and collected by the District in accordance with Section VI.I. below for purposes of defraying the Town's ongoing operations and maintenance expenses associated with Public Improvements within or without the boundaries of the District and which directly benefits the taxpayers, property owners, and residents of the District.

III. BOUNDARIES

A Vicinity Map depicting the Project is attached hereto as **Exhibit A**. The area of the Initial District Boundaries includes approximately thirty-nine (39) acres, and the legal description and map of the Initial District Boundaries are set forth in **Exhibit B**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Section V below.

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

The property within the Initial District Boundaries consists of approximately thirty-nine (39) acres of residential land. The population of the District at build-out is estimated to be approximately seven hundred and forty (740) people. The current assessed valuation of the property within the District Boundaries is Zero Dollars (\$0.00) for purposes of this Service Plan and the assessed value of the District at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as **Exhibit C**.

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

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

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

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

1. Operation and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, the Intergovernmental Agreement, and other rules and regulations of the Town and applicable provisions of the Town Code. The District is authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

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

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

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

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

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

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

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

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

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

10. Eminent Domain. The District shall be authorized to utilize the power of eminent domain only after prior written notice is provided to the Town.

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

12. Inclusion Limitation. Without prior written notice to the Town, the District shall not include within its boundaries any property outside of the Initial District Boundaries. No property will be included within the District at any time unless such property has been annexed into the Town's corporate limits.

13. Exclusion Limitation. From time to time, it may be necessary for the District to adjust its boundaries and the District may process exclusions of property without providing notice to the Town as long as such property being excluded is within the Initial District Boundaries. In no event shall the District exclude from its boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another district that has been or will be formed under the Special District Act, without the prior written consent of the Town.

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

15. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Limit. The Total Debt Limit shall not be applicable to refunding or refinancing of Debt authorized to be issued pursuant to the Service Plan, unless the principal amount of the refunding bonds exceeds the principal amount originally issued, in which case the difference shall

count against the Total Debt Limit. At no time during its existence shall the District have Debt outstanding in excess of the Total Debt Limit.

16. Sales and Use Tax. The District shall not exercise its Town sales and use tax exemption.

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements. A Capital Plan, including a list of the Public Improvements the District anticipates providing, including a cost estimate for each category of improvements, is attached hereto as **Exhibit D**. The District shall be authorized to construct Public Improvements that shall be more specifically defined in an Approved Development Plan, the Intergovernmental Agreement, or other agreement to which the Town is a party or otherwise gives its written consent. The estimated costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property within the District

Boundaries and is approximately twenty-one million nine hundred seventy-seven thousand six hundred seventeen dollars and ninety-nine cents (\$21,977, 617.99).

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

VI. FINANCIAL PROVISIONS

A. General.

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

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

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Mill Levies.

1. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt. The Maximum Debt Mill Levy shall be fifty (50) mills, subject to a Mill Levy Adjustment, for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation.

At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt

or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board of Directors at the meeting authorizing such action, and, as a result, the mill levy may be imposed at such amount as is necessary to pay the debt service on such Debt, and without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then-assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio. In the event that a majority of the District's Board of Directors is not comprised of End Users, the District may seek the consent of the Town to impose a mill levy not subject to the Maximum Debt Mill Levy. Such consent will not be a material modification of this Service Plan.

2. The Maximum Operation and Maintenance Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Operation and Maintenance Costs, and shall be sixty (60) mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy shall be ten (10) mills, subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Costs. For avoidance of doubt, the imposition of the Maximum Operation and Maintenance Mill Levy shall be in addition to the Maximum Debt Mill Levy and the Town O&M Mill Levy.

3. The Maximum Aggregate Mill Levy (which shall be adjusted to reflect any Mill Levy Adjustment in the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy) shall be the maximum combined mill levy the District is permitted to impose upon the taxable property within the District for payment of all expense categories, including but not limited to Debt, capital costs, organizational costs, and Operation and Maintenance Costs, and shall be sixty (60) mills until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Aggregate Mill Levy. The foregoing notwithstanding, any action taken by the District to increase the Maximum Debt Mill Levy must be taken in accordance with Section VI.C.1, above.

D. Debt Parameters.

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

2. At least sixty-three (63) days prior to issuing any Debt, the issuing District must provide notice of its intent to issue Debt to the Town Manager. At least thirty-five (35) days prior to issuing any Debt, the issuing District must submit all relevant details of such issuance to the Town Manager, including the proposed documents pursuant to which such Debt will be issued. On or before the date of issuance of any Debt, the issuing District must provide the Town with a copy of the general counsel opinion addressed to the District which states that the District is not required by law to amend the Service Plan to effectuate the issuance of the Debt.

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

4. The District shall not issue Debt in excess of the Total Debt Limit, which Total Debt Limit includes any Debt issued for Public Improvements, provided that the foregoing shall not include the principal amount of Debt which has been refinanced or refunded unless the principal amount of the refunding bonds exceeds the principal amount of the bonds to be refunded, in which case the difference shall count against the Total Debt Limit, or which is a contractual pledge of taxes or other revenue from a District to another District.

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

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

E. Debt Instrument Disclosure Requirement.

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

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

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

F. Privately Placed Debt Limitation.

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

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

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

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

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

Notwithstanding the above, in no event shall any financial obligation that is annually appropriated, but is not Debt, that is entered into with a developer or owner of the Property to be benefitted with the Public Improvements bear interest at a rate that accrues at a compounding rate. Each instrument evidencing such annually appropriated financial obligation that is not Debt shall provide that the District's obligations thereunder shall be discharged 40 years after the date that such obligation is issued regardless of whether such obligation is paid in full and the net effective interest rate shall be subject to the certification set forth above; provided, however, that annually appropriated agreements relating to developer funding and reimbursement agreements shall not be

subject to such certification but shall bear interest, if any, at a rate not to exceed the then current municipal market index plus 2%.

G. TABOR Compliance.

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

H. District's Organizational Costs and Operation and Maintenance Costs.

The District's Organizational Costs, including the estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Two Hundred Thousand Dollars (\$200,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for Operation and Maintenance Costs including administration and to plan and cause the Public Improvements to be constructed and maintained, and for ongoing administrative, accounting and legal costs. The first year's operating budget is estimated to be Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

I. Town O&M Mill Levy.

Commensurate with the initial imposition of a debt service mill levy, the District hereby agrees that it shall impose the Town O&M Mill Levy. The District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the District first imposes a debt service mill levy and shall not be required to be imposed prior to such date. The District's imposition of a Town O&M Mill Levy shall be memorialized in the Intergovernmental Agreement required by Section X below. The revenues received from the Town O&M Mill Levy shall be remitted to the Town annually or in accordance with the specific timeframe referenced in the Intergovernmental Agreement. Revenues generated by the Town O&M Mill Levy and the District's obligation to remit said revenues to the Town on an annual basis, as required by this Service Plan and the Intergovernmental Agreement, shall not be included within or subject to the Total Debt Limit. The Town O&M Mill Levy shall be separate and apart from the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy and the Maximum Aggregate Mill Levy.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Clerk no later than October 1st of each year.

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31st of the prior year.
2. Intergovernmental agreements entered into or terminated with other governmental entities.
3. Copies of the District's rules and regulations, if any, as of December 31st of the prior year.
4. A summary of any litigation which involves the Public Improvements as of December 31st of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31st of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31st of the prior year.
7. The final assessed valuation of the special district as of December 31st of the reporting year.
8. A copy of the current year's budget.
9. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law," part 6 of article 1 of title 29, or the application for exemption from audit, as applicable. Such audit shall be provided prior to October 31st of each calendar year.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

VIII. DISSOLUTION

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

IX. DISCLOSURE NOTICES

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

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

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

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

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

D. The District will provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S.

X. INTERGOVERNMENTAL AGREEMENT

The form of the Intergovernmental Agreement, relating to the limitations imposed on the District’s activities, is attached hereto as **Exhibit E**. The District shall approve the Intergovernmental Agreement at its first Board meeting after approval of this Service Plan, and shall deliver the executed Intergovernmental Agreement to the Town. The Intergovernmental Agreement may be amended from time to time by the District and the Town, and may include written consents and agreements of the Town as required throughout this Service Plan (e.g., amendments to address the District’s imposition of Fees for services, programs, or facilities furnished by the District pursuant to Section V.A.20 (“Fee Amendments”)). Alternatively, such written consents of the Town may be obtained by the District without amending the Intergovernmental Agreement, and the Town and the District may execute additional written agreements concerning matters set forth in this Service Plan. In the event that the District proposes

any Fee Amendment to the Town, the Town Board shall make its determination as to such Fee Amendment in writing to the District within sixty (60) days after submittal of the Fee Amendment by the District, unless the Town and District mutually agree to a different date.

Except for such Intergovernmental Agreement with the Town, any intergovernmental agreements between or among the District and other governmental entities contemplated in this Service Plan, and any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be submitted to the Town within thirty (30) days of execution and delivery such Intergovernmental Agreement by all parties.

XI. NON-COMPLIANCE WITH SERVICE PLAN

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

XII. CONCLUSION

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

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

EXHIBIT A

Vicinity Map

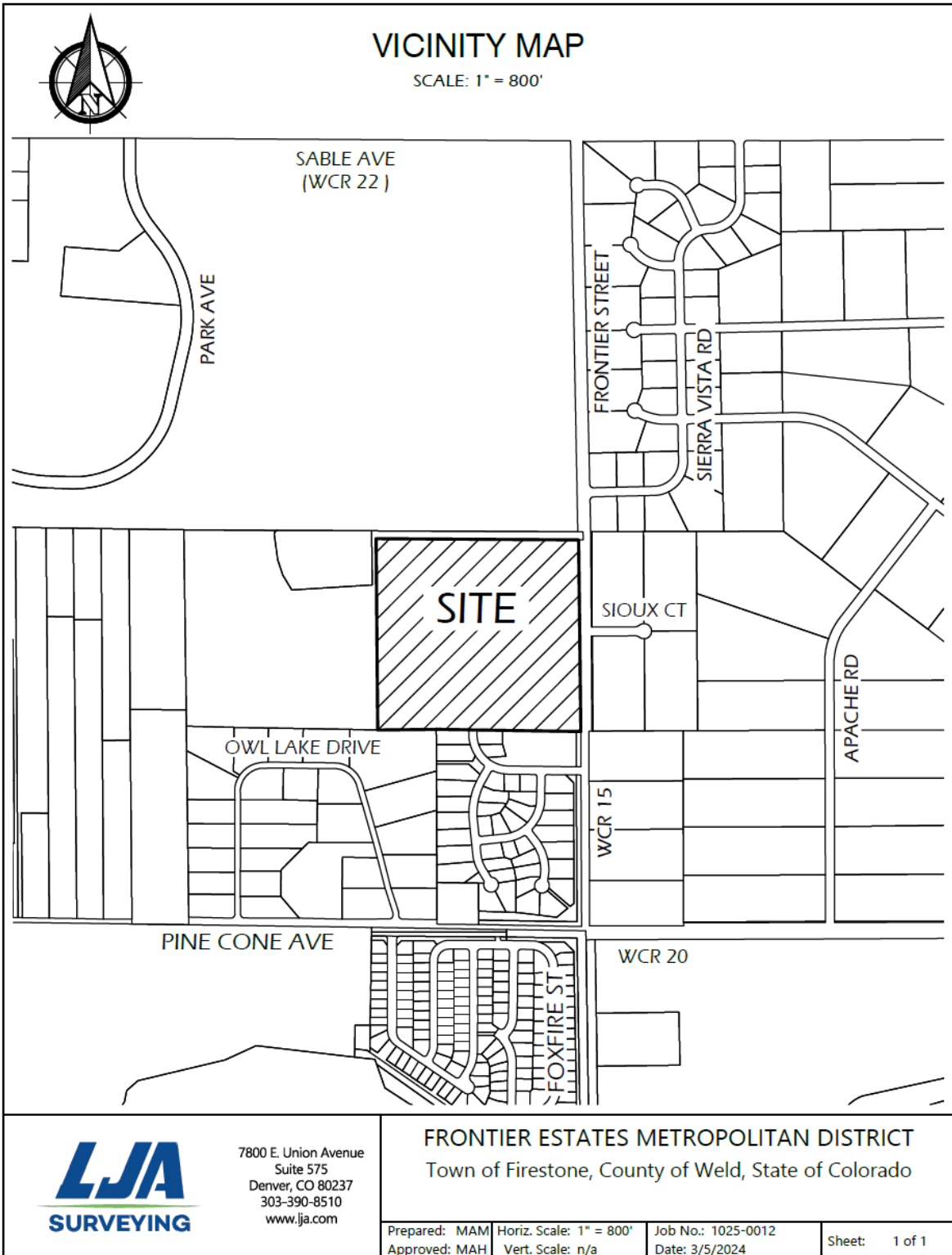


EXHIBIT B

Initial District Boundary Map and Legal Description

FRONTIER ESTATES METROPOLITAN DISTRICT**OVERALL BOUNDARY**

THAT PORTION OF LOT 1 AND TRACT A, FRONTIER ESTATES FINAL PLAT FILING NO. 1 RECORDED FEBRUARY 15, 2018, UNDER RECEPTION NO. 4375614 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDERS OFFICE, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SAID TRACT A, FRONTIER ESTATES FINAL PLAT FILING NO. 1, IS ASSUMED TO BEAR NORTH 88°54'53" WEST, AS SHOWN ON THE RECORDED PLAT OF FRONTIER ESTATES FINAL PLAT FILING NO. 1 RECORDED FEBRUARY 15, 2018, UNDER RECEPTION NO. 4375614 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDERS OFFICE, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT A;

THENCE ALONG SAID SOUTH LINE OF TRACT A, NORTH 88°54'53" WEST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE OF TRACT A, NORTH 88°54'53" WEST A DISTANCE OF 1,334.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A;

THENCE ALONG THE WEST LINE OF SAID TRACT A, NORTH 00°01'08" EAST A DISTANCE OF 1268.21 FEET TO THE NORTHWEST CORNER OF SAID TRACT A;

THENCE ALONG SAID NORTH LINE OF TRACT A, SOUTH 89°04'35" EAST A DISTANCE OF 1,333.51 FEET;

THENCE LEAVING SAID NORTH LINE OF TRACT A AND ALONG A LINE 10' WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT A, SOUTH 00°00'00" EAST A DISTANCE OF 1271.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 1,693,740 SQ.FT., 38.883 ACRES, MORE OR LESS.

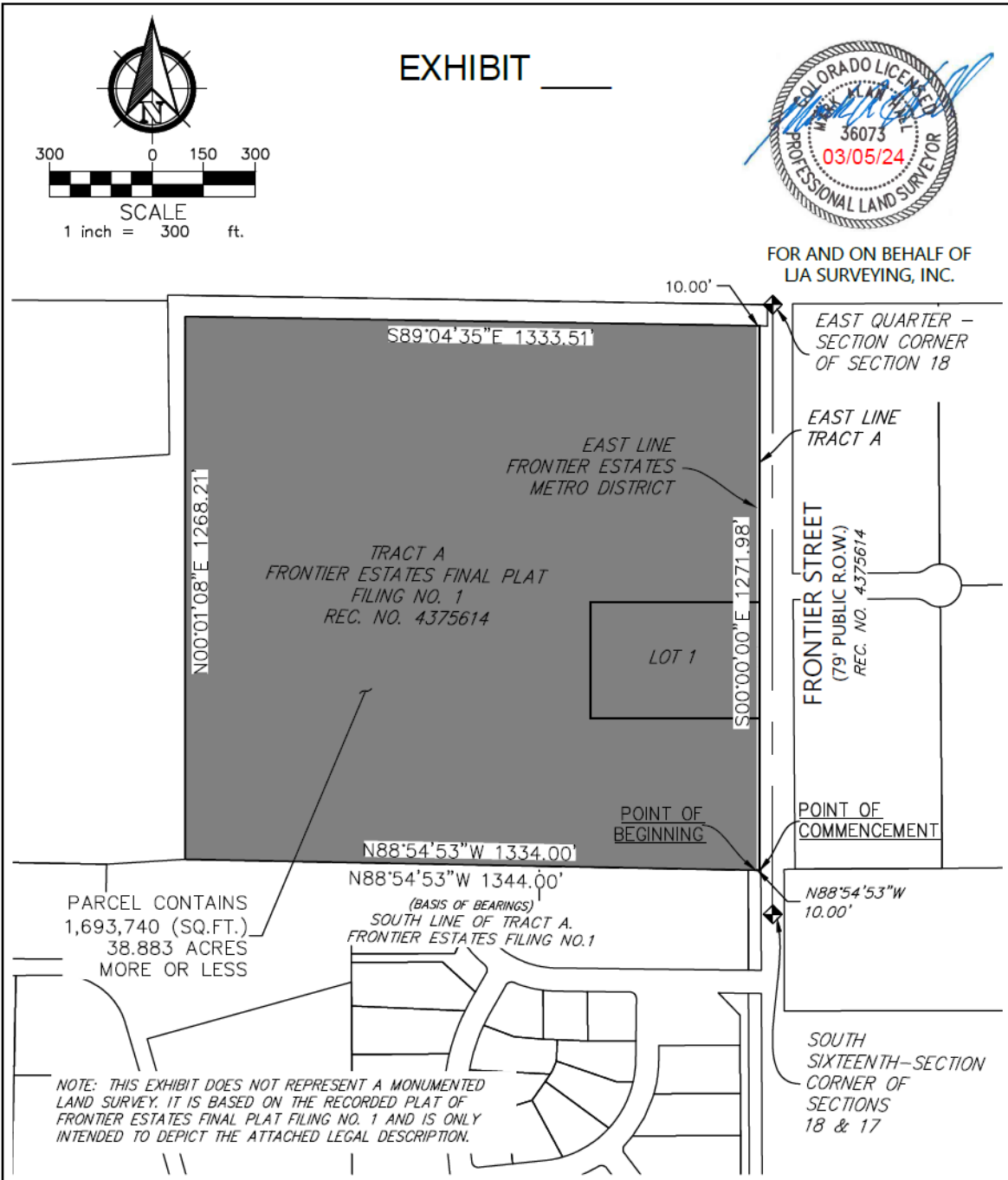
EXHIBIT ATTACHED AND MADE A PART THEREOF.



MARK A. HALL, PLS

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 36073

FOR AND ON BEHALF OF LJA SURVEY, INC.



 7800 E. Union Avenue Suite 575 Denver, CO 80237 303-390-8510 www.lja.com	FRONTIER ESTATES METROPOLITAN DISTRICT SE 1/4 Sec. 18, T.2N, R.67W of the 6th P.M. Town of Firestone, County of Weld, State of Colorado		
	Prepared: MAM Approved: MAH	Horiz. Scale: 1" = 300' Vert. Scale: n/a	Job No.: 1025-0012 Date: 3/5/2024
		Sheet: 2 of 2	

EXHIBIT C
Financial Plan

FRONTIER ESTATES METROPOLITAN DISTRICT
Weld County, Colorado
~~~~~  
GENERAL OBLIGATION BONDS, SERIES 2026  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
~~~~~  
Service Plan

Bond Assumptions	Series 2026	Series 2036	Total
Closing Date	12/1/2026	12/1/2036	
First Call Date	12/1/2031	12/1/2046	
Final Maturity	12/1/2056	12/1/2066	
Sources of Funds			
Par Amount	9,855,000	14,630,000	24,485,000
Funds on Hand	0	1,343,125	1,343,125
Total	9,855,000	15,973,125	25,828,125
Uses of Funds			
Project Fund	\$6,976,525	\$6,026,208	\$13,002,733
Refunding Escrow	0	9,625,000	9,625,000
Debt Service Reserve	903,125	0	903,125
Capitalized Interest	1,478,250	48,767	1,527,017
Costs of Issuance	497,100	273,150	770,250
Total	9,855,000	15,973,125	25,828,125
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Commercial	0.00%	0.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	7.15%		
<i>Current Assumption</i>	7.15%		
Debt Service Mills			
<i>Service Plan Mill Levy Cap</i>	50.000		
<i>Maximum Adjusted Cap</i>	50.000		
<i>Target Mill Levy</i>	50.000		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	1.50%		
Operations & Town Levy			
Operations Mill Levy	10.000		
Town Mill Levy	3.000		
Total Mill Levy	63.000		

FRONTIER ESTATES METROPOLITAN DISTRICT
Development Summary

	Residential								Total Residential
	35' Product	40' Product	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
Statutory Actual Value (2024)	\$605,000	\$655,000	\$	\$	\$	\$	\$	\$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	18	18	-	-	-	-	-	-	36
2027	36	36	-	-	-	-	-	-	72
2028	36	19	-	-	-	-	-	-	55
2029	27	-	-	-	-	-	-	-	27
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
Total Units	117	73	-	-	-	-	-	-	190
Total Statutory Actual Value	\$70,785,000	\$47,815,000	\$	\$	\$	\$	\$	\$	\$118,600,000

FRONTIER ESTATES METROPOLITAN DISTRICT
Assessed Value Calculation

	Vacant Land		Residential				Total
	Cumulative Statutory	Assessed Value	Total	Biennial	Cumulative Statutory	Assessed Value ³	Assessed Value
	Actual Value ¹	in Collection Year	Residential Units	Reassessment	Actual Value	in Collection Year	in Collection Year
	(2-year lag)	(2-year lag)			(2-year lag)	(2-year lag)	(2-year lag)
		29.00%		6.00%		7.15%	
2023	0	0	0		0	0	0
2024	0	0	0	0	0	0	0
2025	2,268,000	0	0		0	0	0
2026	4,536,000	0	36	0	23,596,272	0	0
2027	3,422,500	657,720	72		71,732,667	0	657,720
2028	1,633,500	1,315,440	55	4,303,960	113,082,868	1,687,133	3,002,573
2029	0	992,525	27		131,118,027	5,128,886	6,121,411
2030	0	473,715	0	7,867,082	138,985,109	8,085,425	8,559,140
2031	0	0	0		138,985,109	9,374,939	9,374,939
2032	0	0	0	8,339,107	147,324,216	9,937,435	9,937,435
2033	0	0	0		147,324,216	9,937,435	9,937,435
2034	0	0	0	8,839,453	156,163,669	10,533,681	10,533,681
2035	0	0	0		156,163,669	10,533,681	10,533,681
2036	0	0	0	9,369,820	165,533,489	11,165,702	11,165,702
2037	0	0	0		165,533,489	11,165,702	11,165,702
2038	0	0	0	9,932,009	175,465,498	11,835,644	11,835,644
2039	0	0	0		175,465,498	11,835,644	11,835,644
2040	0	0	0	10,527,930	185,993,428	12,545,783	12,545,783
2041	0	0	0		185,993,428	12,545,783	12,545,783
2042	0	0	0	11,159,606	197,153,034	13,298,530	13,298,530
2043	0	0	0		197,153,034	13,298,530	13,298,530
2044	0	0	0	11,829,182	208,982,216	14,096,442	14,096,442
2045	0	0	0		208,982,216	14,096,442	14,096,442
2046	0	0	0	12,538,933	221,521,149	14,942,228	14,942,228
2047	0	0	0		221,521,149	14,942,228	14,942,228
2048	0	0	0	13,291,269	234,812,418	15,838,762	15,838,762
2049	0	0	0		234,812,418	15,838,762	15,838,762
2050	0	0	0	14,088,745	248,901,163	16,789,088	16,789,088
2051	0	0	0		248,901,163	16,789,088	16,789,088
2052	0	0	0	14,934,070	263,835,232	17,796,433	17,796,433
2053	0	0	0		263,835,232	17,796,433	17,796,433
2054	0	0	0	15,830,114	279,665,346	18,864,219	18,864,219
2055	0	0	0		279,665,346	18,864,219	18,864,219
2056	0	0	0	16,779,921	296,445,267	19,996,072	19,996,072
2057	0	0	0		296,445,267	19,996,072	19,996,072
2058	0	0	0	17,786,716	314,231,983	21,195,837	21,195,837
2059	0	0	0		314,231,983	21,195,837	21,195,837
2060	0	0	0	18,853,919	333,085,902	22,467,587	22,467,587
2061	0	0	0		333,085,902	22,467,587	22,467,587
2062	0	0	0	19,985,154	353,071,056	23,815,642	23,815,642
2063	0	0	0		353,071,056	23,815,642	23,815,642
2064	0	0	0	21,184,263	374,255,320	25,244,581	25,244,581
2065	0	0	0		374,255,320	25,244,581	25,244,581
2066	0	0	0	22,455,319	396,710,639	26,759,255	26,759,255
Total			190	269,896,571			

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

2. Manual adjustment to actual value per assessor

3. SFD RAR Assumes 6.95% in '23, 6.70% in '24; back to 7.15% thereafter

FRONTIER ESTATES METROPOLITAN DISTRICT
Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value	Debt Mill Levy	Debt Mill Levy	Specific Ownership	County Treasurer	Annual Trustee	Revenue Available for Debt Service
	in Collection Year		Collections	Taxes	Fee	Fee	
	(2-year lag)	50.000 Cap 50.000 Target	99.5%	6.00%	1.50%	\$4,000	
2023	0	0.000	0	0	0	0	0
2024	0	0.000	0	0	0	0	0
2025	0	0.000	0	0	0	0	0
2026	0	50.000	0	0	0	0	0
2027	657,720	50.000	32,722	1,963	(491)	(4,000)	30,194
2028	3,002,573	50.000	149,378	8,963	(2,241)	(4,000)	152,100
2029	6,121,411	50.000	304,540	18,272	(4,568)	(4,000)	314,244
2030	8,559,140	50.000	425,817	25,549	(6,387)	(4,000)	440,979
2031	9,374,939	50.000	466,403	27,984	(6,996)	(4,000)	483,391
2032	9,937,435	50.000	494,387	29,663	(7,416)	(4,000)	512,635
2033	9,937,435	50.000	494,387	29,663	(7,416)	(4,000)	512,635
2034	10,533,681	50.000	524,051	31,443	(7,861)	(4,000)	543,633
2035	10,533,681	50.000	524,051	31,443	(7,861)	(4,000)	543,633
2036	11,165,702	50.000	555,494	33,330	(8,332)	(4,000)	576,491
2037	11,165,702	50.000	555,494	33,330	(8,332)	(4,000)	576,491
2038	11,835,644	50.000	588,823	35,329	(8,832)	(4,000)	611,320
2039	11,835,644	50.000	588,823	35,329	(8,832)	(4,000)	611,320
2040	12,545,783	50.000	624,153	37,449	(9,362)	(4,000)	648,240
2041	12,545,783	50.000	624,153	37,449	(9,362)	(4,000)	648,240
2042	13,298,530	50.000	661,602	39,696	(9,924)	(4,000)	687,374
2043	13,298,530	50.000	661,602	39,696	(9,924)	(4,000)	687,374
2044	14,096,442	50.000	701,298	42,078	(10,519)	(4,000)	728,856
2045	14,096,442	50.000	701,298	42,078	(10,519)	(4,000)	728,856
2046	14,942,228	50.000	743,376	44,603	(11,151)	(4,000)	772,828
2047	14,942,228	50.000	743,376	44,603	(11,151)	(4,000)	772,828
2048	15,838,762	50.000	787,978	47,279	(11,820)	(4,000)	819,437
2049	15,838,762	50.000	787,978	47,279	(11,820)	(4,000)	819,437
2050	16,789,088	50.000	835,257	50,115	(12,529)	(4,000)	868,844
2051	16,789,088	50.000	835,257	50,115	(12,529)	(4,000)	868,844
2052	17,796,433	50.000	885,373	53,122	(13,281)	(4,000)	921,214
2053	17,796,433	50.000	885,373	53,122	(13,281)	(4,000)	921,214
2054	18,864,219	50.000	938,495	56,310	(14,077)	(4,000)	976,727
2055	18,864,219	50.000	938,495	56,310	(14,077)	(4,000)	976,727
2056	19,996,072	50.000	994,805	59,688	(14,922)	(4,000)	1,035,571
2057	19,996,072	50.000	994,805	59,688	(14,922)	(4,000)	1,035,571
2058	21,195,837	50.000	1,054,493	63,270	(15,817)	(4,000)	1,097,945
2059	21,195,837	50.000	1,054,493	63,270	(15,817)	(4,000)	1,097,945
2060	22,467,587	50.000	1,117,762	67,066	(16,766)	(4,000)	1,164,062
2061	22,467,587	50.000	1,117,762	67,066	(16,766)	(4,000)	1,164,062
2062	23,815,642	50.000	1,184,828	71,090	(17,772)	(4,000)	1,234,145
2063	23,815,642	50.000	1,184,828	71,090	(17,772)	(4,000)	1,234,145
2064	25,244,581	50.000	1,255,918	75,355	(18,839)	(4,000)	1,308,434
2065	25,244,581	50.000	1,255,918	75,355	(18,839)	(4,000)	1,308,434
2066	26,759,255	50.000	1,331,273	79,876	(19,969)	(4,000)	1,387,180
Total			30,606,318	1,836,379	(459,095)	(160,000)	31,823,602

FRONTIER ESTATES METROPOLITAN DISTRICT
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Total	Funds on Hand as a Source	Senior Surplus Fund			Ratio Analysis	
		Series 2026	Series 2036			Annual Surplus	Cumulative Balance \$1,463,000 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/26	Dated: 12/1/36							
		Par: \$9,855,000 Proj: \$6,976,525	Par: \$14,630,000 Proj: \$6,026,208 Esc: \$9,625,000							
2023	0			0		0	0	0	n/a	n/a
2024	0			0		30,194	30,194	0	1498%	n/a
2025	0			0		152,100	182,294	0	328%	n/a
2026	0	0		0		314,244	496,539	0	161%	n/a
2027	30,194	0		0		(51,771)	444,768	0	115%	89%
2028	152,100	0		0		(9,359)	435,409	0	105%	98%
2029	314,244	0		0		4,885	440,294	0	99%	101%
2030	440,979	492,750		492,750		635	440,929	0	99%	100%
2031	483,391	492,750		492,750		2,633	443,562	0	93%	100%
2032	512,635	507,750		507,750		133	443,694	0	93%	100%
2033	512,635	512,000		512,000		(439,259)	4,435	0	87%	100%
2034	543,633	541,000		541,000		40,058	44,493	0	217%	107%
2035	543,633	543,500		543,500		1,120	45,613	0	124%	100%
2036	576,491	575,750	0	575,750	\$440,000	2,120	47,734	0	123%	100%
2037	576,491	Ref'd by Ser. '36	536,433	536,433		5,040	52,773	0	116%	101%
2038	611,320		610,200	610,200		2,440	55,213	0	116%	100%
2039	611,320		609,200	609,200		4,174	59,387	0	109%	101%
2040	648,240		643,200	643,200		3,374	62,761	0	108%	100%
2041	648,240		645,800	645,800		4,256	67,017	0	101%	101%
2042	687,374		683,200	683,200		456	67,474	0	100%	100%
2043	687,374		684,000	684,000		1,028	68,501	0	93%	100%
2044	728,856		724,600	724,600		4,628	73,129	0	92%	101%
2045	728,856		728,400	728,400		37	73,167	0	85%	100%
2046	772,828		771,800	771,800		1,237	74,404	0	83%	100%
2047	772,828		768,200	768,200		2,244	76,648	0	77%	100%
2048	819,437		819,400	819,400		1,244	77,891	0	75%	100%
2049	819,437		818,200	818,200		3,214	81,106	0	69%	100%
2050	868,844		866,600	866,600		414	81,520	0	66%	100%
2051	868,844		867,600	867,600		3,927	85,447	0	60%	100%
2052	921,214		918,000	918,000		4,727	90,174	0	57%	100%
2053	921,214		920,800	920,800		171	90,345	0	51%	100%
2054	976,727		972,800	972,800		5,171	95,516	0	48%	101%
2055	976,727		972,000	972,000		3,345	98,861	0	42%	100%
2056	1,035,571		1,035,400	1,035,400		2,745	101,606	0	39%	100%
2057	1,035,571		1,030,400	1,030,400		4,462	106,068	0	33%	100%
2058	1,097,945		1,094,600	1,094,600		3,862	109,930	0	30%	100%
2059	1,097,945		1,095,200	1,095,200		4,745	114,675	0	24%	100%
2060	1,164,062		1,159,600	1,159,600		4,745	119,420	0	20%	100%
2061	1,164,062		1,160,200	1,160,200		634	120,055	0	15%	100%
2062	1,234,145		1,229,400	1,229,400		2,034	122,089	0	10%	100%
2063	1,234,145		1,229,400	1,229,400		3,980	0	126,069	5%	100%
2064	1,308,434		1,307,800	1,307,800						
2065	1,308,434		1,306,400	1,306,400						
2066	1,387,180		1,383,200	1,383,200						
Total	31,823,602	3,665,500	27,592,033	31,257,533	440,000	126,069		126,069		

FRONTIER ESTATES METROPOLITAN DISTRICT
Operations & Town Levy Projection

	Total	Operations Revenue				Total	Town Levy Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.00% Target	Ops Mill Levy Collections 99.5%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Operations	Town Mill Levy 3.00% Target	Town Mill Levy Collections 99.5%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Town	Total District Mills
2023	0	0.000	0	0	0	0	0.000	0	0	0	0	0.000
2024	0	0.000	0	0	0	0	0.000	0	0	0	94,455	0.000
2025	0	0.000	0	0	0	0	0.000	0	0	0	132,612	0.000
2026	0	10,000	0	0	0	0	3,000	0	0	0	174,127	63.000
2027	657,720	10,000	6,544	393	(98)	6,839	3,000	1,963	118	(29)	205,398	63.000
2028	3,002,573	10,000	29,876	1,793	(448)	31,220	3,000	8,963	538	(134)	197,858	63.000
2029	6,121,411	10,000	60,908	3,654	(914)	63,649	3,000	18,272	1,096	(274)	213,684	63.000
2030	8,559,140	10,000	85,163	5,110	(1,277)	88,996	3,000	25,549	1,533	(383)	193,521	63.000
2031	9,374,939	10,000	93,281	5,597	(1,399)	97,478	3,000	27,984	1,679	(420)	142,709	63.000
2032	9,937,435	10,000	98,877	5,933	(1,483)	103,327	3,000	29,663	1,780	(445)	78,361	63.000
2033	9,937,435	10,000	98,877	5,933	(1,483)	103,327	3,000	29,663	1,780	(445)	2,454	63.000
2034	10,533,681	10,000	104,810	6,289	(1,572)	109,527	3,000	31,443	1,887	(472)	0	63.000
2035	10,533,681	10,000	104,810	6,289	(1,572)	109,527	3,000	31,443	1,887	(472)	0	63.000
2036	11,165,702	10,000	111,099	6,666	(1,666)	116,098	3,000	33,330	2,000	(500)	0	63.000
2037	11,165,702	10,000	111,099	6,666	(1,666)	116,098	3,000	33,330	2,000	(500)	0	63.000
2038	11,835,644	10,000	117,765	7,066	(1,766)	123,064	3,000	35,329	2,120	(530)	0	63.000
2039	11,835,644	10,000	117,765	7,066	(1,766)	123,064	3,000	35,329	2,120	(530)	0	63.000
2040	12,545,783	10,000	124,831	7,490	(1,872)	130,448	3,000	37,449	2,247	(562)	0	63.000
2041	12,545,783	10,000	124,831	7,490	(1,872)	130,448	3,000	37,449	2,247	(562)	0	63.000
2042	13,298,530	10,000	132,320	7,939	(1,985)	138,275	3,000	39,696	2,382	(595)	0	63.000
2043	13,298,530	10,000	132,320	7,939	(1,985)	138,275	3,000	39,696	2,382	(595)	0	63.000
2044	14,096,442	10,000	140,260	8,416	(2,104)	146,571	3,000	42,078	2,525	(631)	0	63.000
2045	14,096,442	10,000	140,260	8,416	(2,104)	146,571	3,000	42,078	2,525	(631)	0	63.000
2046	14,942,228	10,000	148,675	8,921	(2,230)	155,366	3,000	44,603	2,676	(669)	0	63.000
2047	14,942,228	10,000	148,675	8,921	(2,230)	155,366	3,000	44,603	2,676	(669)	0	63.000
2048	15,838,762	10,000	157,596	9,456	(2,364)	164,687	3,000	47,279	2,837	(709)	0	63.000
2049	15,838,762	10,000	157,596	9,456	(2,364)	164,687	3,000	47,279	2,837	(709)	0	63.000
2050	16,789,088	10,000	167,051	10,023	(2,506)	174,569	3,000	50,115	3,007	(752)	0	63.000
2051	16,789,088	10,000	167,051	10,023	(2,506)	174,569	3,000	50,115	3,007	(752)	0	63.000
2052	17,796,433	10,000	177,075	10,624	(2,656)	185,043	3,000	53,122	3,187	(797)	0	63.000
2053	17,796,433	10,000	177,075	10,624	(2,656)	185,043	3,000	53,122	3,187	(797)	0	63.000
2054	18,864,219	10,000	187,699	11,262	(2,815)	196,145	3,000	56,310	3,379	(845)	0	63.000
2055	18,864,219	10,000	187,699	11,262	(2,815)	196,145	3,000	56,310	3,379	(845)	0	63.000
2056	19,996,072	10,000	198,961	11,938	(2,984)	207,914	3,000	59,688	3,581	(895)	0	63.000
2057	19,996,072	10,000	198,961	11,938	(2,984)	207,914	3,000	59,688	3,581	(895)	0	63.000
2058	21,195,837	10,000	210,899	12,654	(3,163)	220,389	3,000	63,270	3,796	(949)	0	63.000
2059	21,195,837	10,000	210,899	12,654	(3,163)	220,389	3,000	63,270	3,796	(949)	0	63.000
2060	22,467,587	10,000	223,552	13,413	(3,353)	233,612	3,000	67,066	4,024	(1,006)	0	63.000
2061	22,467,587	10,000	223,552	13,413	(3,353)	233,612	3,000	67,066	4,024	(1,006)	0	63.000
2062	23,815,642	10,000	236,966	14,218	(3,554)	247,629	3,000	71,090	4,265	(1,066)	0	63.000
2063	23,815,642	10,000	236,966	14,218	(3,554)	247,629	3,000	71,090	4,265	(1,066)	0	63.000
2064	25,244,581	10,000	251,184	15,071	(3,768)	262,487	3,000	75,355	4,521	(1,130)	0	63.000
2065	25,244,581	10,000	251,184	15,071	(3,768)	262,487	3,000	75,355	4,521	(1,130)	0	63.000
2066	26,759,255	10,000	266,255	15,975	(3,994)	278,236	3,000	79,876	4,793	(1,198)	0	63.000
Total			6,121,264	367,276	(91,819)	6,396,720		1,836,379	110,183	(27,546)	1,435,180	

SOURCES AND USES OF FUNDS

**FRONTIER ESTATES METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2055 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~**

Dated Date 12/01/2026  
Delivery Date 12/01/2026

**Sources:**

|                |              |
|----------------|--------------|
| Bond Proceeds: |              |
| Par Amount     | 9,855,000.00 |
|                | 9,855,000.00 |

**Uses:**

|                           |              |
|---------------------------|--------------|
| Project Fund Deposits:    |              |
| Project Fund              | 6,976,525.00 |
| Other Fund Deposits:      |              |
| Capitalized Interest      | 1,478,250.00 |
| Debt Service Reserve Fund | 903,125.00   |
|                           | 2,381,375.00 |
| Cost of Issuance:         |              |
| Other Cost of Issuance*   | 300,000.00   |
| Delivery Date Expenses:   |              |
| Underwriter's Discount    | 197,100.00   |
|                           | 9,855,000.00 |

# BOND SUMMARY STATISTICS

## FRONTIER ESTATES METROPOLITAN DISTRICT WELD COUNTY, COLORADO

### GENERAL OBLIGATION BONDS, SERIES 2026

50.000 (target) Mills

Non-Rated, 100x, 2055 Final Maturity

(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)

~~~

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	06/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.148938%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.384304%
Average Coupon	5.000000%
Average Life (years)	23.988
Weighted Average Maturity (years)	23.988
Duration of Issue (years)	13.851
Par Amount	9,855,000.00
Bond Proceeds	9,855,000.00
Total Interest	11,820,000.00
Net Interest	12,017,100.00
Bond Years from Dated Date	236,400,000.00
Bond Years from Delivery Date	236,400,000.00
Total Debt Service	21,675,000.00
Maximum Annual Debt Service	1,937,250.00
Average Annual Debt Service	722,500.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2056	9,855,000.00	100.000	5.000%	23.988	11/26/2050	15,275.25
	9,855,000.00			23.988		15,275.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,855,000.00	9,855,000.00	9,855,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-197,100.00	-197,100.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	9,657,900.00	9,357,900.00	9,855,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.148938%	5.384304%	5.000000%

BOND DEBT SERVICE

FRONTIER ESTATES METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2055 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)

Dated Date 12/01/2026
Delivery Date 12/01/2026

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2027			246,375.00	246,375.00	
12/01/2027			246,375.00	246,375.00	492,750.00
06/01/2028			246,375.00	246,375.00	
12/01/2028			246,375.00	246,375.00	492,750.00
06/01/2029			246,375.00	246,375.00	
12/01/2029			246,375.00	246,375.00	492,750.00
06/01/2030			246,375.00	246,375.00	
12/01/2030			246,375.00	246,375.00	492,750.00
06/01/2031			246,375.00	246,375.00	
12/01/2031			246,375.00	246,375.00	492,750.00
06/01/2032			246,375.00	246,375.00	
12/01/2032	15,000.00	5.000%	246,375.00	261,375.00	507,750.00
06/01/2033			246,000.00	246,000.00	
12/01/2033	20,000.00	5.000%	246,000.00	266,000.00	512,000.00
06/01/2034			245,500.00	245,500.00	
12/01/2034	50,000.00	5.000%	245,500.00	295,500.00	541,000.00
06/01/2035			244,250.00	244,250.00	
12/01/2035	55,000.00	5.000%	244,250.00	299,250.00	543,500.00
06/01/2036			242,875.00	242,875.00	
12/01/2036	90,000.00	5.000%	242,875.00	332,875.00	575,750.00
06/01/2037			240,625.00	240,625.00	
12/01/2037	95,000.00	5.000%	240,625.00	335,625.00	576,250.00
06/01/2038			238,250.00	238,250.00	
12/01/2038	130,000.00	5.000%	238,250.00	368,250.00	606,500.00
06/01/2039			235,000.00	235,000.00	
12/01/2039	140,000.00	5.000%	235,000.00	375,000.00	610,000.00
06/01/2040			231,500.00	231,500.00	
12/01/2040	185,000.00	5.000%	231,500.00	416,500.00	648,000.00
06/01/2041			226,875.00	226,875.00	
12/01/2041	190,000.00	5.000%	226,875.00	416,875.00	643,750.00
06/01/2042			222,125.00	222,125.00	
12/01/2042	240,000.00	5.000%	222,125.00	462,125.00	684,250.00
06/01/2043			216,125.00	216,125.00	
12/01/2043	255,000.00	5.000%	216,125.00	471,125.00	687,250.00
06/01/2044			209,750.00	209,750.00	
12/01/2044	305,000.00	5.000%	209,750.00	514,750.00	724,500.00
06/01/2045			202,125.00	202,125.00	
12/01/2045	320,000.00	5.000%	202,125.00	522,125.00	724,250.00
06/01/2046			194,125.00	194,125.00	
12/01/2046	380,000.00	5.000%	194,125.00	574,125.00	768,250.00
06/01/2047			184,625.00	184,625.00	
12/01/2047	400,000.00	5.000%	184,625.00	584,625.00	769,250.00
06/01/2048			174,625.00	174,625.00	
12/01/2048	465,000.00	5.000%	174,625.00	639,625.00	814,250.00
06/01/2049			163,000.00	163,000.00	
12/01/2049	490,000.00	5.000%	163,000.00	653,000.00	816,000.00
06/01/2050			150,750.00	150,750.00	
12/01/2050	565,000.00	5.000%	150,750.00	715,750.00	866,500.00
06/01/2051			136,625.00	136,625.00	
12/01/2051	595,000.00	5.000%	136,625.00	731,625.00	868,250.00
06/01/2052			121,750.00	121,750.00	
12/01/2052	675,000.00	5.000%	121,750.00	796,750.00	918,500.00
06/01/2053			104,875.00	104,875.00	
12/01/2053	710,000.00	5.000%	104,875.00	814,875.00	919,750.00
06/01/2054			87,125.00	87,125.00	
12/01/2054	800,000.00	5.000%	87,125.00	887,125.00	974,250.00
06/01/2055			67,125.00	67,125.00	
12/01/2055	840,000.00	5.000%	67,125.00	907,125.00	974,250.00
06/01/2056			46,125.00	46,125.00	
12/01/2056	1,845,000.00	5.000%	46,125.00	1,891,125.00	1,937,250.00
	9,855,000.00		11,820,000.00	21,675,000.00	21,675,000.00

NET DEBT SERVICE

**FRONTIER ESTATES METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2055 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~**

| Period<br>Ending | Principal    | Interest      | Total<br>Debt Service | Debt Service<br>Reserve Fund | Capitalized<br>Interest | Net<br>Debt Service |
|------------------|--------------|---------------|-----------------------|------------------------------|-------------------------|---------------------|
| 12/01/2027       |              | 492,750.00    | 492,750.00            |                              | 492,750.00              |                     |
| 12/01/2028       |              | 492,750.00    | 492,750.00            |                              | 492,750.00              |                     |
| 12/01/2029       |              | 492,750.00    | 492,750.00            |                              | 492,750.00              |                     |
| 12/01/2030       |              | 492,750.00    | 492,750.00            |                              |                         | 492,750.00          |
| 12/01/2031       |              | 492,750.00    | 492,750.00            |                              |                         | 492,750.00          |
| 12/01/2032       | 15,000.00    | 492,750.00    | 507,750.00            |                              |                         | 507,750.00          |
| 12/01/2033       | 20,000.00    | 492,000.00    | 512,000.00            |                              |                         | 512,000.00          |
| 12/01/2034       | 50,000.00    | 491,000.00    | 541,000.00            |                              |                         | 541,000.00          |
| 12/01/2035       | 55,000.00    | 488,500.00    | 543,500.00            |                              |                         | 543,500.00          |
| 12/01/2036       | 90,000.00    | 485,750.00    | 575,750.00            |                              |                         | 575,750.00          |
| 12/01/2037       | 95,000.00    | 481,250.00    | 576,250.00            |                              |                         | 576,250.00          |
| 12/01/2038       | 130,000.00   | 476,500.00    | 606,500.00            |                              |                         | 606,500.00          |
| 12/01/2039       | 140,000.00   | 470,000.00    | 610,000.00            |                              |                         | 610,000.00          |
| 12/01/2040       | 185,000.00   | 463,000.00    | 648,000.00            |                              |                         | 648,000.00          |
| 12/01/2041       | 190,000.00   | 453,750.00    | 643,750.00            |                              |                         | 643,750.00          |
| 12/01/2042       | 240,000.00   | 444,250.00    | 684,250.00            |                              |                         | 684,250.00          |
| 12/01/2043       | 255,000.00   | 432,250.00    | 687,250.00            |                              |                         | 687,250.00          |
| 12/01/2044       | 305,000.00   | 419,500.00    | 724,500.00            |                              |                         | 724,500.00          |
| 12/01/2045       | 320,000.00   | 404,250.00    | 724,250.00            |                              |                         | 724,250.00          |
| 12/01/2046       | 380,000.00   | 388,250.00    | 768,250.00            |                              |                         | 768,250.00          |
| 12/01/2047       | 400,000.00   | 369,250.00    | 769,250.00            |                              |                         | 769,250.00          |
| 12/01/2048       | 465,000.00   | 349,250.00    | 814,250.00            |                              |                         | 814,250.00          |
| 12/01/2049       | 490,000.00   | 326,000.00    | 816,000.00            |                              |                         | 816,000.00          |
| 12/01/2050       | 565,000.00   | 301,500.00    | 866,500.00            |                              |                         | 866,500.00          |
| 12/01/2051       | 595,000.00   | 273,250.00    | 868,250.00            |                              |                         | 868,250.00          |
| 12/01/2052       | 675,000.00   | 243,500.00    | 918,500.00            |                              |                         | 918,500.00          |
| 12/01/2053       | 710,000.00   | 209,750.00    | 919,750.00            |                              |                         | 919,750.00          |
| 12/01/2054       | 800,000.00   | 174,250.00    | 974,250.00            |                              |                         | 974,250.00          |
| 12/01/2055       | 840,000.00   | 134,250.00    | 974,250.00            |                              |                         | 974,250.00          |
| 12/01/2056       | 1,845,000.00 | 92,250.00     | 1,937,250.00          | 903,125.00                   |                         | 1,034,125.00        |
|                  | 9,855,000.00 | 11,820,000.00 | 21,675,000.00         | 903,125.00                   | 1,478,250.00            | 19,293,625.00       |

## BOND SOLUTION

**FRONTIER ESTATES METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2026  
50.000 (target) Mills  
Non-Rated, 100x, 2055 Final Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period<br>Ending | Proposed<br>Principal | Proposed<br>Debt Service | Debt Service<br>Adjustments | Total Adj<br>Debt Service | Revenue<br>Constraints | Unused<br>Revenues | Debt Service<br>Coverage |
|------------------|-----------------------|--------------------------|-----------------------------|---------------------------|------------------------|--------------------|--------------------------|
| 12/01/2027       |                       | 492,750                  | -492,750                    |                           | 30,194                 | 30,194             |                          |
| 12/01/2028       |                       | 492,750                  | -492,750                    |                           | 152,100                | 152,100            |                          |
| 12/01/2029       |                       | 492,750                  | -492,750                    |                           | 314,244                | 314,244            |                          |
| 12/01/2030       |                       | 492,750                  |                             | 492,750                   | 440,979                | -51,771            | 89.49%                   |
| 12/01/2031       |                       | 492,750                  |                             | 492,750                   | 483,391                | -9,359             | 98.10%                   |
| 12/01/2032       | 15,000                | 507,750                  |                             | 507,750                   | 512,635                | 4,885              | 100.96%                  |
| 12/01/2033       | 20,000                | 512,000                  |                             | 512,000                   | 512,635                | 635                | 100.12%                  |
| 12/01/2034       | 50,000                | 541,000                  |                             | 541,000                   | 543,633                | 2,633              | 100.49%                  |
| 12/01/2035       | 55,000                | 543,500                  |                             | 543,500                   | 543,633                | 133                | 100.02%                  |
| 12/01/2036       | 90,000                | 575,750                  |                             | 575,750                   | 576,491                | 741                | 100.13%                  |
| 12/01/2037       | 95,000                | 576,250                  |                             | 576,250                   | 576,491                | 241                | 100.04%                  |
| 12/01/2038       | 130,000               | 606,500                  |                             | 606,500                   | 611,320                | 4,820              | 100.79%                  |
| 12/01/2039       | 140,000               | 610,000                  |                             | 610,000                   | 611,320                | 1,320              | 100.22%                  |
| 12/01/2040       | 185,000               | 648,000                  |                             | 648,000                   | 648,240                | 240                | 100.04%                  |
| 12/01/2041       | 190,000               | 643,750                  |                             | 643,750                   | 648,240                | 4,490              | 100.70%                  |
| 12/01/2042       | 240,000               | 684,250                  |                             | 684,250                   | 687,374                | 3,124              | 100.46%                  |
| 12/01/2043       | 255,000               | 687,250                  |                             | 687,250                   | 687,374                | 124                | 100.02%                  |
| 12/01/2044       | 305,000               | 724,500                  |                             | 724,500                   | 728,856                | 4,356              | 100.60%                  |
| 12/01/2045       | 320,000               | 724,250                  |                             | 724,250                   | 728,856                | 4,606              | 100.64%                  |
| 12/01/2046       | 380,000               | 768,250                  |                             | 768,250                   | 772,828                | 4,578              | 100.60%                  |
| 12/01/2047       | 400,000               | 769,250                  |                             | 769,250                   | 772,828                | 3,578              | 100.47%                  |
| 12/01/2048       | 465,000               | 814,250                  |                             | 814,250                   | 819,437                | 5,187              | 100.64%                  |
| 12/01/2049       | 490,000               | 816,000                  |                             | 816,000                   | 819,437                | 3,437              | 100.42%                  |
| 12/01/2050       | 565,000               | 866,500                  |                             | 866,500                   | 868,844                | 2,344              | 100.27%                  |
| 12/01/2051       | 595,000               | 868,250                  |                             | 868,250                   | 868,844                | 594                | 100.07%                  |
| 12/01/2052       | 675,000               | 918,500                  |                             | 918,500                   | 921,214                | 2,714              | 100.30%                  |
| 12/01/2053       | 710,000               | 919,750                  |                             | 919,750                   | 921,214                | 1,464              | 100.16%                  |
| 12/01/2054       | 800,000               | 974,250                  |                             | 974,250                   | 976,727                | 2,477              | 100.25%                  |
| 12/01/2055       | 840,000               | 974,250                  |                             | 974,250                   | 976,727                | 2,477              | 100.25%                  |
| 12/01/2056       | 1,845,000             | 1,937,250                | -903,125                    | 1,034,125                 | 1,035,571              | 1,446              | 100.14%                  |
|                  | 9,855,000             | 21,675,000               | -2,381,375                  | 19,293,625                | 19,791,678             | 498,053            |                          |

## SOURCES AND USES OF FUNDS

**FRONTIER ESTATES METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date            12/01/2036  
Delivery Date        12/01/2036

**Sources:**

|                         |               |
|-------------------------|---------------|
| Bond Proceeds:          |               |
| Par Amount              | 14,630,000.00 |
| Other Sources of Funds: |               |
| Funds on Hand*          | 440,000.00    |
| Series 2026 - DSRF*     | 903,125.00    |
|                         | 1,343,125.00  |
|                         | 15,973,125.00 |

**Uses:**

|                            |               |
|----------------------------|---------------|
| Project Fund Deposits:     |               |
| Project Fund               | 6,026,208.33  |
| Refunding Escrow Deposits: |               |
| Cash Deposit*              | 9,625,000.00  |
| Other Fund Deposits:       |               |
| Capitalized Interest Fund  | 48,766.67     |
| Cost of Issuance:          |               |
| Other Cost of Issuance     | 200,000.00    |
| Delivery Date Expenses:    |               |
| Underwriter's Discount     | 73,150.00     |
|                            | 15,973,125.00 |

[\*] Estimated balances, (tbd).

## BOND SUMMARY STATISTICS

**FRONTIER ESTATES METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

|                                   |                |
|-----------------------------------|----------------|
| Dated Date                        | 12/01/2036     |
| Delivery Date                     | 12/01/2036     |
| First Coupon                      | 06/01/2037     |
| Last Maturity                     | 12/01/2066     |
| Arbitrage Yield                   | 4.000000%      |
| True Interest Cost (TIC)          | 4.035150%      |
| Net Interest Cost (NIC)           | 4.000000%      |
| All-In TIC                        | 4.132524%      |
| Average Coupon                    | 4.000000%      |
| Average Life (years)              | 22.233         |
| Weighted Average Maturity (years) | 22.233         |
| Duration of Issue (years)         | 14.534         |
| Par Amount                        | 14,630,000.00  |
| Bond Proceeds                     | 14,630,000.00  |
| Total Interest                    | 13,010,800.00  |
| Net Interest                      | 13,083,950.00  |
| Bond Years from Dated Date        | 325,270,000.00 |
| Bond Years from Delivery Date     | 325,270,000.00 |
| Total Debt Service                | 27,640,800.00  |
| Maximum Annual Debt Service       | 1,383,200.00   |
| Average Annual Debt Service       | 921,360.00     |
| Underwriter's Fees (per \$1000)   |                |
| Average Takedown                  |                |
| Other Fee                         | 5.000000       |
| Total Underwriter's Discount      | 5.000000       |
| Bid Price                         | 99.500000      |

| Bond Component     | Par Value     | Price   | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2066 | 14,630,000.00 | 100.000 | 4.000%         | 22.233       | 02/24/2059            | 25,456.20         |
|                    | 14,630,000.00 |         |                | 22.233       |                       | 25,456.20         |

|                            | TIC           | All-In TIC    | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value                  | 14,630,000.00 | 14,630,000.00 | 14,630,000.00   |
| + Accrued Interest         |               |               |                 |
| + Premium (Discount)       |               |               |                 |
| - Underwriter's Discount   | -73,150.00    | -73,150.00    |                 |
| - Cost of Issuance Expense |               | -200,000.00   |                 |
| - Other Amounts            |               |               |                 |
| Target Value               | 14,556,850.00 | 14,356,850.00 | 14,630,000.00   |
| Target Date                | 12/01/2036    | 12/01/2036    | 12/01/2036      |
| Yield                      | 4.035150%     | 4.132524%     | 4.000000%       |

# BOND DEBT SERVICE

**FRONTIER ESTATES METROPOLITAN DISTRICT**  
**WELD COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036**  
**Pay & Cancel Refunding of (proposed) Series 2026 + New Money**  
**50.000 (target) Mills**  
**Assumes Investment Grade, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**  
**~~~**

Dated Date                    12/01/2036  
Delivery Date                12/01/2036

| Period<br>Ending | Principal     | Coupon | Interest      | Debt Service  | Annual<br>Debt Service |
|------------------|---------------|--------|---------------|---------------|------------------------|
| 06/01/2037       |               |        | 292,600.00    | 292,600.00    |                        |
| 12/01/2037       |               |        | 292,600.00    | 292,600.00    | 585,200.00             |
| 06/01/2038       |               |        | 292,600.00    | 292,600.00    |                        |
| 12/01/2038       | 25,000.00     | 4.000% | 292,600.00    | 317,600.00    | 610,200.00             |
| 06/01/2039       |               |        | 292,100.00    | 292,100.00    |                        |
| 12/01/2039       | 25,000.00     | 4.000% | 292,100.00    | 317,100.00    | 609,200.00             |
| 06/01/2040       |               |        | 291,600.00    | 291,600.00    |                        |
| 12/01/2040       | 60,000.00     | 4.000% | 291,600.00    | 351,600.00    | 643,200.00             |
| 06/01/2041       |               |        | 290,400.00    | 290,400.00    |                        |
| 12/01/2041       | 65,000.00     | 4.000% | 290,400.00    | 355,400.00    | 645,800.00             |
| 06/01/2042       |               |        | 289,100.00    | 289,100.00    |                        |
| 12/01/2042       | 105,000.00    | 4.000% | 289,100.00    | 394,100.00    | 683,200.00             |
| 06/01/2043       |               |        | 287,000.00    | 287,000.00    |                        |
| 12/01/2043       | 110,000.00    | 4.000% | 287,000.00    | 397,000.00    | 684,000.00             |
| 06/01/2044       |               |        | 284,800.00    | 284,800.00    |                        |
| 12/01/2044       | 155,000.00    | 4.000% | 284,800.00    | 439,800.00    | 724,600.00             |
| 06/01/2045       |               |        | 281,700.00    | 281,700.00    |                        |
| 12/01/2045       | 165,000.00    | 4.000% | 281,700.00    | 446,700.00    | 728,400.00             |
| 06/01/2046       |               |        | 278,400.00    | 278,400.00    |                        |
| 12/01/2046       | 215,000.00    | 4.000% | 278,400.00    | 493,400.00    | 771,800.00             |
| 06/01/2047       |               |        | 274,100.00    | 274,100.00    |                        |
| 12/01/2047       | 220,000.00    | 4.000% | 274,100.00    | 494,100.00    | 768,200.00             |
| 06/01/2048       |               |        | 269,700.00    | 269,700.00    |                        |
| 12/01/2048       | 280,000.00    | 4.000% | 269,700.00    | 549,700.00    | 819,400.00             |
| 06/01/2049       |               |        | 264,100.00    | 264,100.00    |                        |
| 12/01/2049       | 290,000.00    | 4.000% | 264,100.00    | 554,100.00    | 818,200.00             |
| 06/01/2050       |               |        | 258,300.00    | 258,300.00    |                        |
| 12/01/2050       | 350,000.00    | 4.000% | 258,300.00    | 608,300.00    | 866,600.00             |
| 06/01/2051       |               |        | 251,300.00    | 251,300.00    |                        |
| 12/01/2051       | 365,000.00    | 4.000% | 251,300.00    | 616,300.00    | 867,600.00             |
| 06/01/2052       |               |        | 244,000.00    | 244,000.00    |                        |
| 12/01/2052       | 430,000.00    | 4.000% | 244,000.00    | 674,000.00    | 918,000.00             |
| 06/01/2053       |               |        | 235,400.00    | 235,400.00    |                        |
| 12/01/2053       | 450,000.00    | 4.000% | 235,400.00    | 685,400.00    | 920,800.00             |
| 06/01/2054       |               |        | 226,400.00    | 226,400.00    |                        |
| 12/01/2054       | 520,000.00    | 4.000% | 226,400.00    | 746,400.00    | 972,800.00             |
| 06/01/2055       |               |        | 216,000.00    | 216,000.00    |                        |
| 12/01/2055       | 540,000.00    | 4.000% | 216,000.00    | 756,000.00    | 972,000.00             |
| 06/01/2056       |               |        | 205,200.00    | 205,200.00    |                        |
| 12/01/2056       | 625,000.00    | 4.000% | 205,200.00    | 830,200.00    | 1,035,400.00           |
| 06/01/2057       |               |        | 192,700.00    | 192,700.00    |                        |
| 12/01/2057       | 645,000.00    | 4.000% | 192,700.00    | 837,700.00    | 1,030,400.00           |
| 06/01/2058       |               |        | 179,800.00    | 179,800.00    |                        |
| 12/01/2058       | 735,000.00    | 4.000% | 179,800.00    | 914,800.00    | 1,094,600.00           |
| 06/01/2059       |               |        | 165,100.00    | 165,100.00    |                        |
| 12/01/2059       | 765,000.00    | 4.000% | 165,100.00    | 930,100.00    | 1,095,200.00           |
| 06/01/2060       |               |        | 149,800.00    | 149,800.00    |                        |
| 12/01/2060       | 860,000.00    | 4.000% | 149,800.00    | 1,009,800.00  | 1,159,600.00           |
| 06/01/2061       |               |        | 132,600.00    | 132,600.00    |                        |
| 12/01/2061       | 895,000.00    | 4.000% | 132,600.00    | 1,027,600.00  | 1,160,200.00           |
| 06/01/2062       |               |        | 114,700.00    | 114,700.00    |                        |
| 12/01/2062       | 1,000,000.00  | 4.000% | 114,700.00    | 1,114,700.00  | 1,229,400.00           |
| 06/01/2063       |               |        | 94,700.00     | 94,700.00     |                        |
| 12/01/2063       | 1,040,000.00  | 4.000% | 94,700.00     | 1,134,700.00  | 1,229,400.00           |
| 06/01/2064       |               |        | 73,900.00     | 73,900.00     |                        |
| 12/01/2064       | 1,160,000.00  | 4.000% | 73,900.00     | 1,233,900.00  | 1,307,800.00           |
| 06/01/2065       |               |        | 50,700.00     | 50,700.00     |                        |
| 12/01/2065       | 1,205,000.00  | 4.000% | 50,700.00     | 1,255,700.00  | 1,306,400.00           |
| 06/01/2066       |               |        | 26,600.00     | 26,600.00     |                        |
| 12/01/2066       | 1,330,000.00  | 4.000% | 26,600.00     | 1,356,600.00  | 1,383,200.00           |
|                  | 14,630,000.00 |        | 13,010,800.00 | 27,640,800.00 | 27,640,800.00          |



## NET DEBT SERVICE

**FRONTIER ESTATES METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period<br>Ending | Principal     | Interest      | Total<br>Debt Service | Capitalized<br>Interest Fund | Net<br>Debt Service |
|------------------|---------------|---------------|-----------------------|------------------------------|---------------------|
| 12/01/2037       |               | 585,200.00    | 585,200.00            | 48,766.67                    | 536,433.33          |
| 12/01/2038       | 25,000.00     | 585,200.00    | 610,200.00            |                              | 610,200.00          |
| 12/01/2039       | 25,000.00     | 584,200.00    | 609,200.00            |                              | 609,200.00          |
| 12/01/2040       | 60,000.00     | 583,200.00    | 643,200.00            |                              | 643,200.00          |
| 12/01/2041       | 65,000.00     | 580,800.00    | 645,800.00            |                              | 645,800.00          |
| 12/01/2042       | 105,000.00    | 578,200.00    | 683,200.00            |                              | 683,200.00          |
| 12/01/2043       | 110,000.00    | 574,000.00    | 684,000.00            |                              | 684,000.00          |
| 12/01/2044       | 155,000.00    | 569,600.00    | 724,600.00            |                              | 724,600.00          |
| 12/01/2045       | 165,000.00    | 563,400.00    | 728,400.00            |                              | 728,400.00          |
| 12/01/2046       | 215,000.00    | 556,800.00    | 771,800.00            |                              | 771,800.00          |
| 12/01/2047       | 220,000.00    | 548,200.00    | 768,200.00            |                              | 768,200.00          |
| 12/01/2048       | 280,000.00    | 539,400.00    | 819,400.00            |                              | 819,400.00          |
| 12/01/2049       | 290,000.00    | 528,200.00    | 818,200.00            |                              | 818,200.00          |
| 12/01/2050       | 350,000.00    | 516,600.00    | 866,600.00            |                              | 866,600.00          |
| 12/01/2051       | 365,000.00    | 502,600.00    | 867,600.00            |                              | 867,600.00          |
| 12/01/2052       | 430,000.00    | 488,000.00    | 918,000.00            |                              | 918,000.00          |
| 12/01/2053       | 450,000.00    | 470,800.00    | 920,800.00            |                              | 920,800.00          |
| 12/01/2054       | 520,000.00    | 452,800.00    | 972,800.00            |                              | 972,800.00          |
| 12/01/2055       | 540,000.00    | 432,000.00    | 972,000.00            |                              | 972,000.00          |
| 12/01/2056       | 625,000.00    | 410,400.00    | 1,035,400.00          |                              | 1,035,400.00        |
| 12/01/2057       | 645,000.00    | 385,400.00    | 1,030,400.00          |                              | 1,030,400.00        |
| 12/01/2058       | 735,000.00    | 359,600.00    | 1,094,600.00          |                              | 1,094,600.00        |
| 12/01/2059       | 765,000.00    | 330,200.00    | 1,095,200.00          |                              | 1,095,200.00        |
| 12/01/2060       | 860,000.00    | 299,600.00    | 1,159,600.00          |                              | 1,159,600.00        |
| 12/01/2061       | 895,000.00    | 265,200.00    | 1,160,200.00          |                              | 1,160,200.00        |
| 12/01/2062       | 1,000,000.00  | 229,400.00    | 1,229,400.00          |                              | 1,229,400.00        |
| 12/01/2063       | 1,040,000.00  | 189,400.00    | 1,229,400.00          |                              | 1,229,400.00        |
| 12/01/2064       | 1,160,000.00  | 147,800.00    | 1,307,800.00          |                              | 1,307,800.00        |
| 12/01/2065       | 1,205,000.00  | 101,400.00    | 1,306,400.00          |                              | 1,306,400.00        |
| 12/01/2066       | 1,330,000.00  | 53,200.00     | 1,383,200.00          |                              | 1,383,200.00        |
|                  | 14,630,000.00 | 13,010,800.00 | 27,640,800.00         | 48,766.67                    | 27,592,033.33       |

## SUMMARY OF BONDS REFUNDED

FRONTIER ESTATES METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)  
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Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2/12/24: Ser 26 NRSP, 5.00%, 100x, 50mls, FG+6% BiRE:					
TERM56	12/01/2037	5.000%	95,000.00	12/01/2036	100.000
	12/01/2038	5.000%	130,000.00	12/01/2036	100.000
	12/01/2039	5.000%	140,000.00	12/01/2036	100.000
	12/01/2040	5.000%	185,000.00	12/01/2036	100.000
	12/01/2041	5.000%	190,000.00	12/01/2036	100.000
	12/01/2042	5.000%	240,000.00	12/01/2036	100.000
	12/01/2043	5.000%	255,000.00	12/01/2036	100.000
	12/01/2044	5.000%	305,000.00	12/01/2036	100.000
	12/01/2045	5.000%	320,000.00	12/01/2036	100.000
	12/01/2046	5.000%	380,000.00	12/01/2036	100.000
	12/01/2047	5.000%	400,000.00	12/01/2036	100.000
	12/01/2048	5.000%	465,000.00	12/01/2036	100.000
	12/01/2049	5.000%	490,000.00	12/01/2036	100.000
	12/01/2050	5.000%	565,000.00	12/01/2036	100.000
	12/01/2051	5.000%	595,000.00	12/01/2036	100.000
	12/01/2052	5.000%	675,000.00	12/01/2036	100.000
	12/01/2053	5.000%	710,000.00	12/01/2036	100.000
	12/01/2054	5.000%	800,000.00	12/01/2036	100.000
	12/01/2055	5.000%	840,000.00	12/01/2036	100.000
	12/01/2056	5.000%	1,845,000.00	12/01/2036	100.000
			9,625,000.00		

ESCROW REQUIREMENTS

FRONTIER ESTATES METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
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Dated Date 12/01/2036  
Delivery Date 12/01/2036

## 2/12/24: Ser 26 NRSP, 5.00%, 100x, 50mls, FG+6% BiRE

| Period<br>Ending | Principal<br>Redeemed | Total        |
|------------------|-----------------------|--------------|
| 12/01/2036       | 9,625,000.00          | 9,625,000.00 |
|                  | 9,625,000.00          | 9,625,000.00 |

**PRIOR BOND DEBT SERVICE**

**FRONTIER ESTATES METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period<br>Ending | Principal    | Coupon | Interest     | Debt Service  | Annual<br>Debt Service |
|------------------|--------------|--------|--------------|---------------|------------------------|
| 06/01/2037       |              |        | 240,625.00   | 240,625.00    |                        |
| 12/01/2037       | 95,000.00    | 5.000% | 240,625.00   | 335,625.00    | 576,250.00             |
| 06/01/2038       |              |        | 238,250.00   | 238,250.00    |                        |
| 12/01/2038       | 130,000.00   | 5.000% | 238,250.00   | 368,250.00    | 606,500.00             |
| 06/01/2039       |              |        | 235,000.00   | 235,000.00    |                        |
| 12/01/2039       | 140,000.00   | 5.000% | 235,000.00   | 375,000.00    | 610,000.00             |
| 06/01/2040       |              |        | 231,500.00   | 231,500.00    |                        |
| 12/01/2040       | 185,000.00   | 5.000% | 231,500.00   | 416,500.00    | 648,000.00             |
| 06/01/2041       |              |        | 226,875.00   | 226,875.00    |                        |
| 12/01/2041       | 190,000.00   | 5.000% | 226,875.00   | 416,875.00    | 643,750.00             |
| 06/01/2042       |              |        | 222,125.00   | 222,125.00    |                        |
| 12/01/2042       | 240,000.00   | 5.000% | 222,125.00   | 462,125.00    | 684,250.00             |
| 06/01/2043       |              |        | 216,125.00   | 216,125.00    |                        |
| 12/01/2043       | 255,000.00   | 5.000% | 216,125.00   | 471,125.00    | 687,250.00             |
| 06/01/2044       |              |        | 209,750.00   | 209,750.00    |                        |
| 12/01/2044       | 305,000.00   | 5.000% | 209,750.00   | 514,750.00    | 724,500.00             |
| 06/01/2045       |              |        | 202,125.00   | 202,125.00    |                        |
| 12/01/2045       | 320,000.00   | 5.000% | 202,125.00   | 522,125.00    | 724,250.00             |
| 06/01/2046       |              |        | 194,125.00   | 194,125.00    |                        |
| 12/01/2046       | 380,000.00   | 5.000% | 194,125.00   | 574,125.00    | 768,250.00             |
| 06/01/2047       |              |        | 184,625.00   | 184,625.00    |                        |
| 12/01/2047       | 400,000.00   | 5.000% | 184,625.00   | 584,625.00    | 769,250.00             |
| 06/01/2048       |              |        | 174,625.00   | 174,625.00    |                        |
| 12/01/2048       | 465,000.00   | 5.000% | 174,625.00   | 639,625.00    | 814,250.00             |
| 06/01/2049       |              |        | 163,000.00   | 163,000.00    |                        |
| 12/01/2049       | 490,000.00   | 5.000% | 163,000.00   | 653,000.00    | 816,000.00             |
| 06/01/2050       |              |        | 150,750.00   | 150,750.00    |                        |
| 12/01/2050       | 565,000.00   | 5.000% | 150,750.00   | 715,750.00    | 866,500.00             |
| 06/01/2051       |              |        | 136,625.00   | 136,625.00    |                        |
| 12/01/2051       | 595,000.00   | 5.000% | 136,625.00   | 731,625.00    | 868,250.00             |
| 06/01/2052       |              |        | 121,750.00   | 121,750.00    |                        |
| 12/01/2052       | 675,000.00   | 5.000% | 121,750.00   | 796,750.00    | 918,500.00             |
| 06/01/2053       |              |        | 104,875.00   | 104,875.00    |                        |
| 12/01/2053       | 710,000.00   | 5.000% | 104,875.00   | 814,875.00    | 919,750.00             |
| 06/01/2054       |              |        | 87,125.00    | 87,125.00     |                        |
| 12/01/2054       | 800,000.00   | 5.000% | 87,125.00    | 887,125.00    | 974,250.00             |
| 06/01/2055       |              |        | 67,125.00    | 67,125.00     |                        |
| 12/01/2055       | 840,000.00   | 5.000% | 67,125.00    | 907,125.00    | 974,250.00             |
| 06/01/2056       |              |        | 46,125.00    | 46,125.00     |                        |
| 12/01/2056       | 1,845,000.00 | 5.000% | 46,125.00    | 1,891,125.00  | 1,937,250.00           |
|                  | 9,625,000.00 |        | 6,906,250.00 | 16,531,250.00 | 16,531,250.00          |

## BOND SOLUTION

**FRONTIER ESTATES METROPOLITAN DISTRICT**  
**WELD COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036**  
**Pay & Cancel Refunding of (proposed) Series 2026 + New Money**  
**50.000 (target) Mills**  
**Assumes Investment Grade, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**  
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Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2037		585,200	-48,767	536,433	576,491	40,058	107.47%
12/01/2038	25,000	610,200		610,200	611,320	1,120	100.18%
12/01/2039	25,000	609,200		609,200	611,320	2,120	100.35%
12/01/2040	60,000	643,200		643,200	648,240	5,040	100.78%
12/01/2041	65,000	645,800		645,800	648,240	2,440	100.38%
12/01/2042	105,000	683,200		683,200	687,374	4,174	100.61%
12/01/2043	110,000	684,000		684,000	687,374	3,374	100.49%
12/01/2044	155,000	724,600		724,600	728,856	4,256	100.59%
12/01/2045	165,000	728,400		728,400	728,856	456	100.06%
12/01/2046	215,000	771,800		771,800	772,828	1,028	100.13%
12/01/2047	220,000	768,200		768,200	772,828	4,628	100.60%
12/01/2048	280,000	819,400		819,400	819,437	37	100.00%
12/01/2049	290,000	818,200		818,200	819,437	1,237	100.15%
12/01/2050	350,000	866,600		866,600	868,844	2,244	100.26%
12/01/2051	365,000	867,600		867,600	868,844	1,244	100.14%
12/01/2052	430,000	918,000		918,000	921,214	3,214	100.35%
12/01/2053	450,000	920,800		920,800	921,214	414	100.04%
12/01/2054	520,000	972,800		972,800	976,727	3,927	100.40%
12/01/2055	540,000	972,000		972,000	976,727	4,727	100.49%
12/01/2056	625,000	1,035,400		1,035,400	1,035,571	171	100.02%
12/01/2057	645,000	1,030,400		1,030,400	1,035,571	5,171	100.50%
12/01/2058	735,000	1,094,600		1,094,600	1,097,945	3,345	100.31%
12/01/2059	765,000	1,095,200		1,095,200	1,097,945	2,745	100.25%
12/01/2060	860,000	1,159,600		1,159,600	1,164,062	4,462	100.38%
12/01/2061	895,000	1,160,200		1,160,200	1,164,062	3,862	100.33%
12/01/2062	1,000,000	1,229,400		1,229,400	1,234,145	4,745	100.39%
12/01/2063	1,040,000	1,229,400		1,229,400	1,234,145	4,745	100.39%
12/01/2064	1,160,000	1,307,800		1,307,800	1,308,434	634	100.05%
12/01/2065	1,205,000	1,306,400		1,306,400	1,308,434	2,034	100.16%
12/01/2066	1,330,000	1,383,200		1,383,200	1,387,180	3,980	100.29%
	14,630,000	27,640,800	-48,767	27,592,033	27,713,667	121,634	

EXHIBIT D

Capital Plan

Native Water Agreement with Town of Firestone		Quantity	Price/Unit	Total Cost
Raw Water Dedication Requirement	Acres Ft	81	88,000.00	7,128,000.00
Total				7,128,000.00

District Build Permit Construction Fees		Unit	Quantity	Price/Unit	Total Cost
Infrastructure Application Permit Fees		EA	2	1,500.00	3,000.00
Development Permit Fees		LS	2.06%	6,186,801.36	127,448.11
Permits - Dust Control		EA	4	750.00	3,000.00
Irrigation Taps		EA	1	25,000.00	25,000.00
Total					158,448.11

General Conditions		Unit	Quantity	Price/Unit	Total Cost
Staking Contact		EA	188	1,747.34	328,500.00
Construction Support-Engineer		LS	2	22,500.00	45,000.00
Landscape Architect		LS	2	16,250.00	32,500.00
Civil Engineer		EA	1	45,000.00	45,000.00
Emission Control Inspections		MO	40	595.00	23,800.00
Emission Control Plans		LS	3	1,500.00	4,500.00
COMI-Testing and Observation		EA	188	2,448.40	460,300.00
Pavement Design		EA	22	600.00	13,000.00
Maintain BMP's		Mth	24	4,500.00	108,000.00
Setup BMP's for LD start		EA	188	900.00	169,200.00
Remove BMP's at job completion		LS	2	5,000.00	10,000.00
Total					1,239,800.00

Earthwork		Unit	Quantity	Price/Unit	Total Cost
Potholing		LS	4	6,250.00	25,000.00
Mobilization		LS	2	17,500.00	35,000.00
Clear and grub		ACRE	40	375.00	15,000.00
Temporary Stockpile		CY	66,000	2.21	145,860.00
Strip and Place Topsoil		CY	21,600	2.21	47,736.00
Overlaid cut to fill		CY	95,600	2.96	282,976.00
Over excavation		CY	466,975	2.96	1,382,246.00
Import to Balance (15% Shrink)		CY	39,800	14.52	577,896.00
Dewatering		LS	2	100,000.00	200,000.00
Ripping		HRS	380	340.00	129,200.00
Frontier Street Earthwork					
Traffic Control		LS	1	4,500.00	4,500.00
Saw Cut		LF	660	4.15	2,739.00
Haul off asphalt		LDS	5	1,186.00	5,930.00
Grading		LS	1	4,500.00	4,500.00
Demolition					
House, Garage, Shed, Barn, Concrete		LS	1	125,000.00	125,000.00
Gas Line & Electric Serving House		LS	1	7,500.00	7,500.00
Septic Tank Removal		LS	2	3,000.00	6,000.00
Buried Trash		LS	1	10,000.00	10,000.00
White Fence Removal		LF	8,000	2.50	20,000.00
Tree Removal		LS	1	30,000.00	30,000.00
Total					3,057,083.00

Sanitary Sewer		Unit	Quantity	Price/Unit	Total Cost
On-Size					
Mobilization		EA	2	7,500.00	15,000
8" Sanitary Sewer SDR35 PVC		LF	7,378	45.00	332,010
4' Diameter Manhole		EA	32	6,965.00	222,880
4" WYE Assembly		EA	188	290.00	54,520
4" Sewer Pipe		LF	7,227	24.00	173,448
Dewatering W/ Rock		LF	7,378	19.00	140,182
6" Black Solid HDPE Pipe		LF	7,378	32.00	236,096
6" Cleanout Assembly		EA	72	1,350.00	97,200
4" Service Assembly		EA	188	350.00	65,800
4" HDPE Underdrain Service Pipe		LF	7,227	21.00	151,767
Off-Size					
Connect & Connect to Existing MH #867-1		EA	1	4,250.00	4,250
8" Sanitary Sewer SDR35 PVC		LF	2,730	57.00	155,610
4' Diameter Manhole		EA	8	5,209.00	41,672
Street Cuts Patch Sable Ave		SY	42	500.00	21,000
Traffic Control Sable Ave		DAY	5	2,950.00	14,750

Dewatering W/ Rock	LF	2,730	19.00	51,870
Flowfill-Storm StreetCutBackfill (REQUIRED)	CY	110	280.00	30,800
Total				1,808,855.00

Storm Sewer Improvements	Unit	Quantity	Price/Unit	Total Cost
4'Diameter Manhole	EA	4	6,687.00	26,748.00
5'Diameter Manhole	EA	6	7,509.00	45,054.00
6'Diameter Manhole	EA	3	9,368.00	28,104.00
18" Storm Line CL3 RCP	LF	1,540	82.00	126,280.00
24" Storm Line CL3 RCP	LF	1,617	115.00	185,955.00
36" Storm Line CL3 RCP	LF	163	215.00	35,045.00
Type R Inlet X 5' Length	EA	2	7,290.00	14,580.00
Type R Inlet X 10' Length	EA	13	10,204.00	132,652.00
Type R Inlet X 15' Length	EA	2	12,800.00	25,600.00
36" Nyloplast Area Drain	EA	1	7,494.00	7,494.00
18" R.C.P. F.E.S.W /Trash Guard, Restraints, Toe Wall	EA	8	4,750.00	38,000.00
36" R.C.P. F.E.S.W /Trash Guard, Restraints, Toe Wall	EA	1	6,823.00	6,823.00
Type M Rip Rap Rundown in Pond	SF	400	11.00	4,400.00
Type L Rip Rap (FES)	TN	60	120.00	7,200.00
Pumpbay @ 36" RCP	LS	1	34,635.00	34,635.00
Pond Outlet Structure W/ Mumpool	LS	1	46,941.00	46,941.00
Pond Trickles Channel 1550' X 3'	LF	550	125.00	68,750.00
Pond Access Road 6" Class B Road Base	SF	1,100	7.00	7,700.00
Weir Wall	LF	134	390.00	52,260.00
Video Jets & Clean	EA	2,898	8.00	23,184.00
Total				917,405.00

Waterline Improvements	Unit	Quantity	Price/Unit	Total Cost
On-Street				
Existing 16"W aterMan Lowering	LS	1	23,556.00	23,556.00
Connect to Existing Stub	EA	5	2,500.00	12,500.00
8"W aterMan DR18 PVC	LF	7,530	52.00	391,560.00
8" Valve & Box	EA	45	2,990.00	134,550.00
8" X 8" Tee	EA	9	1,052.00	9,468.00
8" X 8" Cross	EA	1	1,238.00	1,238.00
8" Bends (Horizontal)	EA	10	765.00	7,650.00
8" X 6" Swivel Tee	EA	12	1,015.00	12,180.00
Fire Hydrant Assembly	EA	12	9,165.00	109,980.00
8" X 2" Blow Off Assembly	EA	2	4,275.00	8,550.00
3/4"W ater Service Assembly	EA	186	1,325.00	246,450.00
3/4" K Copper Water Line	LF	8,100	20.00	162,000.00
8" ARV Assy W/ Single PVC Vent Pipe	EA	1	10,100.00	10,100.00
1" Irrigation Service	EA	1	4,550.00	4,550.00
1.5" Irrigation Service	EA	1	11,500.00	11,500.00
Clear Water & Pressure Test	EA	4	1,560.00	6,240.00
Off-Street				
Connect to Existing 12" Blowoff	EA	1	3,500.00	3,500.00
12"W aterMan DR18 PVC	LF	5,280	84.00	443,520.00
12" Valve & Box	EA	18	5,315.00	95,670.00
12" X 8" Tee	EA	1	3,667.00	3,667.00
12" X 12" Tee	EA	1	4,123.00	4,123.00
12" X 2" Temp Blowoff Assembly	EA	2	4,256.00	8,512.00
Restore Gravel Road	SY	4,500	5.00	22,500.00
Total				1,733,564.00

Roadway Improvements	Unit	Quantity	Price/Unit	Total Cost
Asphalt Paving On-site				
Subgrade Mobilization	EA	4	1,700.00	6,800.00
12" Scarify, Recompact & Finegrade	SY	40,365	2.60	104,949.00
Place 8" Roadbase	SY	40,365	16.80	678,132.00
Paving Mobilization	EA	8	1,700.00	13,600.00
Place 4" Asphalt-Bottom Lift	SY	25,302	24.80	627,489.60
Place 1.5" Asphalt-Top Lift	SY	25,302	9.30	235,308.60
Adjust Manholes	EA	40	800.00	32,000.00
Adjust Water valves	EA	41	400.00	16,400.00
Asphalt Paving Off-site (Frontier Street)				
Subgrade Mobilization	EA	1	1,700.00	1,700.00
12" Scarify, Recompact & Finegrade	SY	2,320	2.80	6,496.00
Place 10" Roadbase	SY	2,320	21.00	48,720.00
Paving Mobilization	EA	1	1,700.00	1,700.00
Place Asphalt-5" Bottom Lift	SY	1,920	33.50	64,320.00
Place Asphalt-1.5" Top Lift	SY	1,920	10.05	19,296.00
Adjust Manholes	EA	5	800.00	4,000.00
Adjust Water valves	EA	7	400.00	2,800.00

Concrete On-site				
Mobilization and Administration	LS	2	7,500.00	15,000.00
Crossspan 10"	SF	6,180	13.50	83,430.00
Handicap Ramp w/Radius Truncated Domes 5'0"x6"	EA	28	1,900.00	53,200.00
Mid-Block Handicap Ramp w/Truncated Domes 5'0"x6"	EA	8	1,900.00	15,200.00
Mountable Cubes & Gutter 34"	LF	14,235	24.00	341,640.00
Sidewalk 5'0"x6"	LF	14,237	33.00	469,821.00
Sidewalk 6" (Pad)	SF	4,291	6.60	28,320.60
Sidewalk Chase 2'0"x6" w/plate w/6"x12" vertical curbs	LF	15	415.00	6,225.00
V-Shaped Tackle Channel 3'0"x6"	LF	512	22.25	11,392.00
Prep Compaction and Backfill at Sidewalks	LF	14,237	2.90	41,287.30
Prep Compaction and Backfill at Sidewalks	SF	4,291	0.60	2,574.60
Prep Compaction and Backfill at Tackle Channel	LF	512	3.90	1,996.80
Environmental Impact Fee	CY	2,876	2.50	7,190.00
Concrete Off-site				
Mobilization and Administration	LS	1	5,000.00	5,000.00
6" Vertical Curbs w/2' Pan	LF	1,270	21.50	27,305.00
Handicap Ramp w/Radius Truncated Domes 5'0"x6"	EA	2	1,900.00	3,800.00
Sidewalk 5'0"x6"	LF	113	33.00	3,729.00
Sidewalk 8'0"x6"	LF	1,186	52.80	62,620.80
Prep Compaction and Backfill at Sidewalks	LF	1,299	2.90	3,767.10
Environmental Impact Fee	CY	285	2.50	712.50
Total				3,047,922.90

Retaining Walls and Fences	Unit	Quantity	Price/Unit	Total Cost
MSE Retaining Walls	SF	1,350	40.00	54,000.00
3-Rail Perimeter Fence	LF	5,500	60.00	330,000.00
Open Rail Perimeter Fence	LF	5,500	60.00	330,000.00
Total				714,000.00

Landscape and Irrigation	Unit	Quantity	Price/Unit	Total Cost
Deciduous Trees - 1-1/2" Caliper	EA	18	649.81	11,696.58
Deciduous Trees - 2" Caliper	EA	49	809.29	39,655.21
Deciduous Trees - 2-1/2" Caliper	EA	6	1,145.90	6,875.40
Evergreen Trees - 6' Height	EA	22	789.42	17,367.24
Shrubs - 5 Gallon	EA	200	55.10	11,020.00
Ornamental Grasses - 1 Gallon	EA	100	24.96	2,496.00
Soil Preparation/Fine Grade - Sod	SF	62,500	1.01	63,125.00
Sod W/Installation	SF	62,500	0.50	31,250.00
Native Seed/Prep/Fine Grade	SF	134,000	0.97	129,980.00
Planting Bed Prep/Mulch/Fabric	SF	16,295	2.75	44,811.25
Edging	LF	1,180	6.77	7,988.60
Boulders	LF	10	591.92	5,919.20
Cmsher Fines	LF	655	10.58	6,929.90
Site Furnishings	LS	1	84,767.81	84,767.81
Shelters (35x35' and 12x15')	LS	1	161,000.00	161,000.00
Irrigation	LS	1	392,340.63	392,340.63
Electrical - Controller	EA	2	7,475.00	14,950.00
Entry Monument	EA	1	25,000.00	25,000.00
Total				1,057,172.82

Contingency				
Soft Cost Contingency		20.00%	8,526,248.11	1,705,249.62
Hard Cost Contingency		20.00%	12,336,002.72	2,467,200.54
Total				4,172,450.17

Total Budget: 21,977,617.99

EXHIBIT E

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE, COLORADO AND
FRONTIER ESTATES METROPOLITAN DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2024, by and between the TOWN OF FIRESTONE, a statutory town organized and existing under the laws of the State of Colorado (the "Town"), and FRONTIER ESTATES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan dated _____, 2024 as may be amended from time to time by Town approval (the “Service Plan”); and

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

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

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

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

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, the Service Plan, this Agreement, and other rules and regulations of the Town, and applicable provisions of the Town Code. The District is authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage

improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Notwithstanding the foregoing, all parks, trails, and open space not otherwise dedicated to the Town and owned by the District shall be open to the general public free of charge. The District may provide covenant enforcement, design review services and other services to the residents, owners and taxpayers within the District pursuant to and in accordance with § 32-1-1004(8) C.R.S. The District may impose a mill levy, Special Assessments, and/or Fees to pay for Operation and Maintenance Costs in accordance with the Service Plan.

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

3. Maximum Debt Mill Levy. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, is the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt. The Maximum Debt Mill Levy shall be fifty (50) mills, subject to a Mill Levy Adjustment, for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation.

At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board of Directors at the meeting authorizing such action, and, as a result, the mill levy may be imposed at such amount as is necessary to pay the debt service on such Debt, and without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then-assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio. In the event that the majority of the District's Board of Directors is not comprised of End Users, the District may seek the consent of the Town to impose a mill levy not subject to the Maximum Debt Mill Levy. Such consent will not be a material modification of this Service Plan.

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

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

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

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

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

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

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

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

Notwithstanding the above, in no event shall any financial obligation that is annually appropriated, but is not Debt, that is entered into with a developer or owner of the Property to be benefitted with the Public Improvements bear interest at a rate that accrues at a compounding rate. Each instrument evidencing such annually appropriated financial obligation that is not Debt shall

provide that the District's obligations thereunder shall be discharged 40 years after the date that such obligation is issued regardless of whether such obligation is paid in full and the net effective interest rate shall be subject to the certification set forth above; provided, however, that annually appropriated agreements relating to developer funding and reimbursement agreements shall not be subject to such certification but shall bear interest, if any, at a rate not to exceed the then current municipal market index plus 2%.

8. Inclusion and Exclusion. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S. Without prior written notice to the Town, the District shall not include within its boundaries any property outside of the Initial District Boundaries. No property will be included within the District at any time unless such property has been annexed into the Town's corporate limits. From time to time, it may be necessary for the District to adjust its boundaries and the District may process exclusions of property without providing notice to the Town as long as such property being excluded is within the Initial District Boundaries. In no event shall the District exclude from its boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another district that has been or will be formed under the Special District Act, without the prior written consent of the Town.

9. Total Debt Issuance. The District shall not issue Debt in excess of \$25,000,000. The debt issuance limitation shall not be applicable to refunding or refinancing of Debt authorized to be issued pursuant to the Service Plan unless the principal amount of the refunding bonds exceeds the principal amount originally issued, in which case the difference shall count against the Total Debt Limit. At no time during its existence may the District have Debt outstanding in excess of the Total Debt Limit.

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

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

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

13. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1–26 or VI.B–I of the Service Plan, or which constitutes a material modification, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such

action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

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

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

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

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

To District: Frontier Estates Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Blair Dickhoner
bdickhoner@wbapc.com

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

17. Miscellaneous.

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

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

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

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

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

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

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

Remainder of page left blank; signature page follows

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

ATTEST:

Secretary

FRONTIER ESTATES METROPOLITAN
DISTRICT

By:_____
President

ATTEST:

By:_____
Secretary

EXHIBIT F
Disclosure Notice

SPECIAL DISTRICT DISCLOSURE

<u>ATTENTION HOMEBUYER:</u> You are purchasing a home that is located within Frontier Estates Metropolitan District (the “District”). The District has the authority to issue bonds or other debt to pay for public improvements and the authority to levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of Districts:	Frontier Estates Metropolitan District
Contact Information for Districts:	c/o White Bear Ankele Tanaka & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122
District Website:	
District Boundaries:	See attached map. It is conceivable that additional boundary adjustments may be made to include or exclude property from the District. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the District’s Boards of Directors.

Purpose of the District:	The District was organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Frontier Estates project located in the Town of Firestone, Colorado (the “Town”) and described further in the District’s Service Plan. The District may dedicate certain public improvements to the Town or other appropriate jurisdiction. The operations and maintenance of public improvements dedicated to the Town or other appropriate jurisdiction shall rest with the Town or other appropriate jurisdiction, as the case may be. Public improvements not dedicated to the Town or other appropriate jurisdiction may be owned, operated, and maintained by the District. The District has authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operation and maintenance of improvements as set forth in the Service Plan. A copy of the District’s Service Plan can be found on the District’s website or by contacting the District at the District’s contact information above.
Owners Associations:	Certain services may be provided within the District by one or more property owner associations organized as Colorado non- profit organizations. If a property owners’ association is established, property owners will be subject to fees and assessments payable to the association which will be separate from and in addition to any fees or assessments payable to the District.
Authorized Types of District Taxes:	Debt Mill Levy, Operation and Maintenance Mill Levy, and Town O&M Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District’s Total Debt Issuance Authorized per District’s Service Plan:	\$25,000,000

District Improvements Financed by Debt:	The District intends to issue or have already issued debt to pay for the following public improvements: streets, water, sewer, recreational amenities, and landscaping.
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50 Mills This Mill Levy may fluctuate based on changes in assessment rates. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then-assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt-to-assessed-value ratio.
Ongoing Operation and Maintenance Services of the District:	The District intends to impose an Operation and Maintenance Mill Levy to pay for ongoing administration, operating, and maintenance obligations.

Maximum Operation and Maintenance Mill Levy that may be levied annually on properties within the District to pay for the ongoing operations and maintenance described above.	Maximum Operation and Maintenance Mill Levy: 60 Mills until such time the District issues Debt. After the District issues debt, the Maximum Operation and Maintenance Mill Levy shall be 10 Mills, subject to the Mill Levy Adjustment. This Mill Levy may fluctuate based on changes to residential assessment rates. The Operation and Maintenance Mill Levy is distinct from the Debt Mill Levy and cannot be used to repay Debt. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase their mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.
Maximum Town O&M Mill Levy that is required to be levied annually on properties within the District and transferred to the Town.	Maximum Town O&M Mill Levy: 3 mills
District Fees:	The District may impose and collect Fees for services, programs, and facilities furnished by the District, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance costs and for the payment of an indebtedness of the District.
Other Taxing Entities to which you will pay taxes to:	Carbon Valley Rec Central Weld County Water (CWC) Firestone Town Frederick-Firestone Fire High Plains Library Longmont Conservation Northern Colorado Water (NCW) School Dist RE1J-Longmont St Vrain Sanitation Weld County

** This information is based upon the property taxes levied on property within the Districts, imposed in 2024 for collection in 2025, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change, and you should contact the Weld County Assessor's office to obtain the most accurate and up-to-date information.	
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Sample Calculation of Taxes Owed for a Residential Property within the District: Assumptions: Average market value of home in District is \$500,000 Debt Mill Levy is 50 mills Operation and Maintenance Mill Levy is 10 mills Town O&M Mill Levy is 3 mills Total Metropolitan District mill levies = 63 mills Calculation of Metropolitan District Taxes: \$500,000 x .06765 = \$33,825 (Assessed Valuation) \$33,825 x .063 mills = \$2,131 per year in taxes Total Additional Mill Levies from Other Taxing Entities: 100.125 mills = \$3,387 annual taxes TOTAL 2024 PROPERTY TAXES FOR A HOME COSTING \$500,000 = \$5,518

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.c

Land Development

Meeting Date: May 8, 2024

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

Resolution 24-51: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE MERITAGE HOMES OF COLORADO INC NATIVE WATER CREDIT PURCHASE AGREEMENT

RECOMMENDATION

Staff recommends approval of Resolution 24-51, a resolution approving the Native Water Credit Purchase Agreement between the Town of Firestone and Meritage Homes of Colorado, Inc.

SUMMARY

The Board of Trustees approved the Farnsworth Annexation Agreement on May 2, 2002. In order to develop the Farnsworth Annexation land, Meritage Homes of Colorado, Inc. will need to satisfy the Town's water dedication requirements. The proposed agreement allows Meritage Homes of Colorado, Inc. to purchase up to 79 Native Water Credits from the Town for the price of \$5,609,000. Town staff determined that there is availability in the Town's water portfolio to allow for this purchase.

The Town's goal in implementing the Water Action Plan has been to acquire native water rights in order to build a healthy water portfolio that will periodically be released to developers to purchase Native Water Credits. The proposed Native Water Credit Purchase Agreement accomplishes this goal.

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, Meritage Homes of Colorado, Inc. will be obligated to pay the Town \$5,609,000.00 for up to 79 Native Water Credits no more than 90 days after execution of the Native Water Credit Purchase Agreement. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this item. However, there has been a discussion with the Board regarding the continued development of the Town of Firestone's water portfolio for the uses described above.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Res 24-51 Meritage Homes Water Credit Purchase Agreement
2. Native Water Credit Purchase Agreement

RESOLUTION NO. 24-51

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE,
APPROVING THE MERITAGE HOMES OF COLORADO INC NATIVE WATER
CREDIT PURCHASE AGREEMENT**

WHEREAS, Chapter 1.08 of the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” before annexing new land into the Town of Firestone; and

WHEREAS, pursuant to the Code, a land developer must dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit (“Water Rights Dedication”); and

WHEREAS, Meritage Homes of Colorado, Inc. (“Buyer”) is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated May 2, 2002 and described as the Farnsworth Annexation (“Annexation Agreement”), and must dedicate those “water rights” and/or “shares” prior to recording a subdivision plat; and

WHEREAS, Buyer is the owner or is under contract and seeking to develop certain lands within the Town of Firestone, as more fully described and depicted on the attached Exhibit 1 (“Property”) which is made a part of this resolution; and

WHEREAS, Buyer has need for additional “water rights” and/or “shares” to fulfill Buyer’s water dedication requirements for the planned development on the Property; and

WHEREAS, the Town of Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer’s water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from the Town of Firestone as set forth in the Native Water Credit Purchase Agreement.

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

The Native Water Credit Purchase Agreement between the Town of Firestone and Meritage Homes of Colorado, 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 Agreement on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 8th day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Interim Town Clerk

William P. Hayashi, Town Attorney

NATIVE WATER CREDIT PURCHASE AGREEMENT

This Native Water Credit Purchase Agreement ("Agreement"), made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between the Town of Firestone acting by and through its Water Activity Enterprise ("Firestone") and Meritage Homes of Colorado, Inc. whose address is 8400 E. Crescent Parkway, Suite 200, Greenwood Village, CO 80111 ("Buyer");

RECITALS

WHEREAS, the Firestone Municipal Code ("Code") requires land developers to agree to dedicate a certain amount of "water rights" and/or "shares" before annexing new land into Firestone; and

WHEREAS, pursuant to the Code, a land developer must dedicate "water rights" and/or "shares" in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit; and

WHEREAS, Buyer is a land use applicant who has agreed to dedicate "water rights" and/or "shares" to Firestone pursuant to an Annexation Agreement dated May 2, 2002 ("Annexation Agreement"), and must actually dedicate those "water rights" and/or "shares" prior to recording a final subdivision plat or receiving a building permit; and

WHEREAS, Buyer is the owner or is under contract of certain lands within the Town of Firestone, as more fully described and depicted on Exhibit 1 (the "Property"), which Buyer is seeking to develop; and

WHEREAS, Buyer has need for additional "water rights" and/or "shares" to fulfill Buyer's water dedication requirements for the planned development on the Property; and

WHEREAS, Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer's water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from Firestone as set forth in this Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreement, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.
2. Native Water Credits. A "Native Water Credit" shall be equivalent to one acre-foot of water as needed for Buyer's water dedication requirements pursuant to the Code. The Native Water Credits are derived from water rights which are currently owned by Firestone. The Native Water Credits shall be used solely for Buyer's water dedication requirements as described herein and shall not survive termination of this Agreement by either party.
3. Purchase Price. Buyer agrees to pay the Purchase Price of \$5,609,000.00 for up to 79 Native Water Credits purchased. The Purchase Price is due and payable ninety (90) days from the Effective Date of this Agreement. If the Purchase Price is not paid on or before ninety (90) days from the Effective Date of this Agreement, the Agreement shall be voided.
4. Dedication. The Native Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, to fulfill the water dedication requirement necessary for Buyer to obtain a final plat for the Property.
5. No Assignment. This Agreement shall not be assigned by Buyer without prior written approval from Firestone. The Native Water Credits described herein are non-transferable and may only be assigned due to a sale or conveyance of the Property by Buyer. If unforeseen circumstances occur that result in Buyer needing less than all of the Native Water Credits acquired by this Agreement for the final plat of the Property, Buyer hereby agrees that the excess Native Water Credits shall automatically void upon recordation of a final plat for the Property. If any Native Water Credits are voided due to recordation of final plat of the Property, Firestone shall remit the equivalent of the Purchase Price for each Native Water Credit voided to Buyer.
6. No Third Party Beneficiary Status. Nothing in this Agreement shall be construed as assigning all or any portion of any agreement in which Firestone is a party nor any of the benefits derived therefrom.
7. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.
8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.

10. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

TOWN OF FIRESTONE, acting

by and through its Water Activity
Enterprise

By: _____

Print: _____

Title: _____

**BUYER: MERITAGE HOMES OF
COLORADO, INC**

By:  _____

Print: MIKE SALINA

Title: V.P. LAND ACQUISITION

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.a

Discussion/Action

Meeting Date: May 8, 2024

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

Resolution 24-49: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH ARTHUR MAESTAS

RECOMMENDATION

Staff recommends the approval of Resolution 24-49, approving the Purchase and Sale Agreement with Arthur Maestas for purchasing the 1/9 share of the Last Chance Ditch Company and authorizing the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement between the Town of Firestone and Arthur Maestas is for the purchase of 1/9 share of the Last Chance Ditch Company, currently owned by Arthur Maestas. The purchase price for this agreement is \$105,000.

The Town's 2020-2050 Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$105,000 for the Last Chance Ditch Company share. The purchase will be paid for by the Town of Firestone Water Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020. At several Board of Trustee meetings in 2021, 2022, and 2023, Town staff and the Board of Trustees discussed in open session and in executive session developing a strategy for negotiations and instructing negotiators concerning the acquisition of water rights. The Town's Water Team has been working to implement the 2020-2050 Water Action Plan, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plan are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Res 24-49 Purchase and Sale Water Rights Agreement-Arthur Maestas
2. PSA for Maestas Last Chance Ditch Shares

RESOLUTION NO. 24-49

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE
AGREEMENT WITH ARTHUR MAESTAS**

WHEREAS, Arthur Maestas desires to convey certain water rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement.

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

1. The Purchase and Sale Agreement ("Agreement") between the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"), and Arthur Maestas ("Seller") for Water Rights 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 acting by and through its Water Activity Enterprise.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

INTRODUCED, READ, AND ADOPTED this 8th day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT

(Water Rights)

This Purchase and Sale Agreement (“Agreement”) is entered into this 30th day of April, 2024 (“Effective Date”) by and between the Arthur Maestas (“Seller”), and the Town of Firestone, acting by and through its Water Activity Enterprise (“Buyer”). Seller and Buyer may be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. The Seller is the owner of one-ninth (1/9th) of one Share of the Last Chance Ditch Company represented by Share Certificate No. 76 (the “Last Chance Share”). The Last Chance Share has been historically used on the property located in the E ½ of the SE ¼ of Section 3 North Range 67 West of the 6th P.M.
2. Historical Use & Transfer. As further consideration, Seller, or Seller’s agent, agrees to provide Buyer any and all due diligence materials, on or prior to the Effective Date, stating the manner in which the Last Chance Share has been used by Seller, identifying which acreage has been historically irrigated with the Last Chance Share, the method of irrigation and what crops have historically been irrigated on the acreage with the Last Chance Share. Seller, or Seller’s agent agrees to cooperate and participate in good faith with any request necessary to complete any Catlin approval process of the Last Chance Ditch Company or any court proceedings as may be required to change the use of the shares.
3. Purchase Price. The Purchase Price for the Last Chance Share shall be one hundred and five thousand dollars (\$105,000.00).
4. Earnest Money. The day that the Buyer executes this Agreement, Buyer shall deliver and deposit with Land Title Guarantee Company earnest money payable in sum of Ten Thousand Dollars (\$10,000.00) (“Earnest Money”), which shall become nonrefundable upon completion of the Due Diligence Period as defined in Paragraph 7 of this Agreement. The Earnest Money shall be applied to the purchase price at closing.

5. Dry Up Covenant. Seller shall provide Buyer, at least 10 days before the Closing Date, an executed dry-up covenant in a form acceptable to Buyer, for the lands historically irrigated by the Water Rights. The Seller shall provide in the dry-up covenant, a permanent restriction of irrigation on the property with water from the Last Chance Ditch. Seller warrants that any and all liens or encumbrances on property are subordinate to the provided dry-up covenant and Seller shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the dry-up covenant. Seller shall be responsible for any revegetation of the property historically irrigated by the Water Rights to the extent that is necessary.
6. Warranty and Title. Seller warrants that the title to the Last Chance Share will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Last Chance Share by and through Seller. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed and Stock Assignment for the Last Chance Share to Buyer at the date of closing.
7. Due Diligence. Buyer shall have 45 days following the Effective Date of this Agreement (“Due Diligence Period”) to terminate this Agreement if Buyer is dissatisfied with the Last Chance Share to be acquired hereunder for any reason, in which case the earnest money deposit shall be immediately returned to Buyer. It shall be conclusively presumed that Buyer is satisfied with the Last Chance Share if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period.
8. Assessments. All assessments levied by the Last Chance Ditch Company for year 2024 and prior years shall be paid by Seller. Assessments for the year 2025 and future years shall be paid by the Buyer.
9. Transfer and Escrow Fees. Any fees by Last Chance Ditch Company to complete the transfer of the Last Chance Share shall be paid by the Buyer. Seller and Buyers agree to equally pay escrow fees to Land Title Guarantee Company.
10. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Last Chance Share shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Special Warranty Deed, Stock Assignment, and any and all other documents necessary to effectuate the transfer of the Last Chance Share from Seller to Buyer.
11. Closing. The closing of the purchase and sale of the Last Chance Shares will take place on or before July 3, 2024.

12. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered, or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper.
13. Contingencies; Delivery and Consumptive Use. This contract is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This contract shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. Should any of the contingencies herein not be met between the date of this contract and the date of closing, this contract may, at the option of the Buyer, be declared null and void.
14. Costs and Expenses. Each party shall pay their own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.
15. Notices. All notice and operational communications under this agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
9950 Park Ave.
Firestone, CO 80504

Seller:

Arthur Maestas
14151 CR 19
Platteville, CO 80651

16. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing and signed by both parties.
17. Survival of Closing. The representations, warranties and indemnities made by the Parties to this contract and the covenants and agreements to be performed or complied with by respective Parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.
19. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

BUYER:

SELLER:

TOWN OF FIRESTONE

ARTHUR MAESTAS

Arthur Maestas_____

By:

Name:

Title:

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.b

Discussion/Action

Meeting Date: May 8, 2024

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

Resolution 24-50: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF CERTAIN SHARES OF DITCH COMPANIES OWNED BY THE TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE

RECOMMENDATION

Staff recommends that the Board approve Resolution 24-50, a resolution directing Counsel and Staff to file a joint application in Water Court.

SUMMARY

The proposed resolution directs Water Counsel and Town Staff to file a joint water court application in Division One Water Court to change 6.75 Common shares of the New Consolidated Lower Boulder Reservoir and Ditch Company and 3 shares of the Rural Ditch Company, all owned by the Town of Firestone, from irrigation use to municipal water system use.

FINANCIAL CONSIDERATIONS

The Water Fund will fund the associated costs. In 2024, \$200,000.00 was budgeted for the anticipated cost.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved Resolution 21-109, approving the Purchase and Sale Agreement with Barefoot, LLC for the purchase of 3 shares of the Rural Ditch Company, approved Resolution 21-207 approving the Purchase and Sale Agreement with Jaimie Bybee for the purchase of 3 Common shares of the New Consolidated Lower Boulder Reservoir and Ditch Company and approved Resolution 22-17 approving the Purchase and Sale Agreement with Lakeview Holdings, LLC for the purchase of 3.75 Common shares of the New Consolidated Lower Boulder Reservoir and Ditch Company.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Res 24-50 Approving Rural and LBDC Change
2. Joint Application- Lo Boulder and Rural 240423

RESOLUTION NO. 24-50

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF CERTAIN SHARES OF DITCH COMPANIES OWNED BY THE TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE

WHEREAS, Pursuant to Resolution No. 21-109, dated and adopted November 17th, 2021, Firestone entered into a Purchase and Sale Agreement with Barefoot, LLC for the purchase of certain shares of stock in the Rural Ditch Company represented by Stock Certificate Nos. 391, 393 and 394; and

WHEREAS, Pursuant to Resolution No. 21-207, dated and adopted December 8th, 2021, Firestone entered into a Purchase and Sale Agreement with Jaimie Bybee for the purchase of certain shares of stock in the New Consolidated Lower Boulder Reservoir and Ditch Company represented by Stock Certificate No. C110; and

WHEREAS, Pursuant to Resolution No. 22-17, dated and adopted January 13th, 2022, Firestone entered into a Purchase and Sale Agreement with Lakeview Holdings, LLC for the purchase of certain shares of stock in the New Consolidated Lower Boulder Reservoir and Ditch Company represented by Stock Certificate No. C136; and

WHEREAS, the Rural Ditch Company Shares and the New Consolidated Lower Boulder Reservoir and Ditch Company Shares (collectively the “Shares”) are currently decreed for irrigation use within the service area of the respective ditches; and

WHEREAS, the Board of Trustees finds it in the best interest of the Town of Firestone and its citizens to change the use of the water rights associated with the Shares for use in the Town of Firestone’s municipal water system, including by lease to other parties, by filing an application with the Division One Water Court (the “Application”); and

WHEREAS, prosecution of the aforementioned Application is consistent with the powers and authority of the Town of Firestone and the furtherance of the public interest.

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

1. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this Resolution.
2. The Board of Trustees authorizes the filing of a Division One Water Court application to change the use of the Shares for use within the Town of Firestone’s municipal water system, including by lease to other parties.

3. The Town Manger and other officers, employees and agents of the Town are further authorized to do all things necessary and desirable on behalf of the Town to file the application and prosecute the same to completion, including settlement with parties and appealing any final decision of the Water Court.
4. All actions taken by the Town Manager, employees and agents of the Town in furtherance of the objectives set forth herein prior to the date of this resolution are hereby ratified and endorsed by the Board of Trustees.

PASSED AND ADOPTED this 8th day of May 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Interim Town Clerk

William P. Hayashi, Town Attorney

DISTRICT COURT, WATER DIVISION 1, WELD COUNTY, COLORADO 901 9 th Ave. P. O. Box 2038 Greeley, CO 80632	▲ COURT USE ONLY ▲
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: TOWN OF FIRESTONE IN BOULDER and WELD COUNTIES.	
Bradley C. Grasmick, #35055 Wesley S. Knoll, #48747 Linda P. Bower, #17954 Lawrence Custer Grasmick Jones & Donovan LLP 5245 Ronald Reagan Blvd., Suite 1 Johnstown, CO 80534 Telephone: (970) 622-8181 E-mail: brad@lcwaterlaw.com ; wes@lcwaterlaw.com ; linda@lcwaterlaw.com	Case No. 24CW ____ Div.: 1 Courtroom: 1
APPLICATION FOR CHANGE OF WATER RIGHTS	

1. Name, mailing address and telephone number of Applicant: The Town of Firestone, 9950 Park Ave, Firestone, CO 80504, 303-833-3291.

CHANGE OF WATER RIGHTS

NEW CONSOLIDATED LOWER BOULDER RESERVOIR & DITCH COMPANY SHARES

2. Decreed water right for which change is sought:
 - 2.1. Name of Structure: Lower Boulder Ditch
 - 2.2. Date of original decree: CA 1282, June 2, 1882, Boulder County District Court
 - 2.3. Legal description of location: On Boulder Creek in the SW¹/₄ of the SW ¹/₄ of Section 16, Township 1 North, Range 69 West of the 6th P.M., Boulder County, Colorado.
 - 2.4. Source: Boulder Creek

- 2.5. Appropriation Dates: October 1, 1859 and June 1, 1870
- 2.6. Total amount decreed to structure: 25 cfs (1859) and 97 cfs (1870)
- 2.7. Decreed use: Irrigation
- 2.8. Amount of water that Applicant intends to change: 6.75 Common Shares of the New Consolidated Lower Boulder Reservoir and Ditch Company ("LBDC") represented by stock certificate nos. C141 (for 3 shares) and C142 (for 3.75 shares) (collectively "LBDC shares") owned by the Town of Firestone.
3. Historical use: Three LBDC shares were historically used to irrigate land on the Bybee Farm (62 acres) located in the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 27, Township 2 N, Range 68 West of the 6th P.M. in Weld County, Colorado and 3.75 shares historically irrigated the Moore Farm (70 acres) located in the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, Township 2 N, Range 68 W of the 6th P.M. in Weld County, Colorado.
4. Proposed change:
- 4.1. Use. In addition to the presently decreed uses, Applicant seeks to change the use of the water rights represented by the LBDC shares to include uses for direct flow and storage with the right to totally consume the consumable portion of the water, either by first use, successive use, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes. All diversions attributable to the shares shall be made through the river headgate of the Lower Boulder Ditch. The LBDC shares may be leased to others for both the presently decreed or new uses.
- 4.2. Additional Future Places of Storage. The LBDC Shares may be stored in additional places of storage on any ditch or diversion structure described in this Application. Applicant specifically claims the right to take delivery of and store the LBDC shares for subsequent release for the uses described herein at the following reservoirs:
- 4.2.1. Firestone Reservoir No. 1. Firestone Reservoir No. 1 is a lined water storage reservoir, initially decreed in Case No. 05CW335, Water Division 1, located in the NW $\frac{1}{4}$ of Section 6, Township 2 North, Range 67 West of the 6th P.M. in Weld County, described therein as the Carbon Valley Water Storage Cell on the Lohmann/Brooks parcel and to be known as Firestone Reservoir No. 1. Firestone has acquired Firestone Reservoir No. 1;

4.2.2. Firestone Reservoir No. 2. Firestone Reservoir No. 2 is a lined water storage reservoir located west of and adjacent to Firestone Reservoir No. 1 in the NW ¼ of Section 6, Township 2 North, Range 67 West of the 6th P.M. in Weld County, to be known as Firestone Reservoir No. 2. Applicant and L. G. Everist, Inc. have entered into a contract for the acquisition of Firestone Reservoir No. 2.

4.2.3. Firestone Reservoir No. 3. L.G. Everist, Inc. is in the process of mining and constructing a lined storage reservoir in Section 32, Township 3 North, Range 67 West on property which is currently owned by the Town of Firestone as further described in Case No. 23CW3009.

4.2.4. Central Park Reservoir. Central Park Reservoir is a water storage reservoir located at Firestone's Central Park located in Section 18, Township 2 North, Range 67 West of the 6th P.M. as further described in this Application.

4.3. Diversion Period. May 1 through August 31.

4.4. Ditch-wide Determination. In Case No. 90CW108 this Court determined that shares in the Lower Boulder Ditch had an overall irrigation efficiency of 57.5 percent of the water diverted at the Lower Boulder Ditch headgate. This determination was upheld in subsequent Case Nos. 94CW284 and 97CW195. Firestone intends to rely on this Court's determination in 90CW108 to quantify the historical consumptive use of the LBDC shares. There have been no changed circumstances on the Lower Boulder Ditch System which would warrant re-consideration of the Court's determination in 90CW108. *See Williams v. Midway Ranches Prop. Owners' Ass'n, Inc.*, 938 P.2d 515, 525-526 (Colo. 1997).

4.5. Historical Consumptive Use. The average historical consumptive use of the LBDC Shares was determined to be an average of 36.1 acre-feet per year. This amount is preliminary and subject to modification upwards or downwards as additional information becomes available to Applicant.

4.6. Return Flows. The return flows from the LBDC Shares historically accrued to Godding Hollow.

5. Replacement of Return Flows: As needed to prevent injury to vested water rights and decreed conditional rights, Applicant will replace the historical return flow portion of the water rights.

6. Proposed terms and conditions for delivery of the LBDC shares through the Lower Boulder Ditch:

6.1. The LBDC shares will continue to be diverted at the headgate of the Lower Boulder Ditch Company on Boulder Creek.

6.2. Applicant may take delivery of the LBDC shares from the Lower Boulder Ditch to any of the points of delivery shown on **Exhibit 1**, described as:

- 6.2.1.1. A turnout to the Godding Hollow from the Lower Boulder Ditch in the NE $\frac{1}{4}$ of Section 2, T 1N, R 68W, of the 6th P.M. for delivery to the Godding Hollow and St. Vrain Creek; and
 - 6.2.1.2. Through the Lower Boulder Ditch to the Coal Ridge Ditch for delivery to the locations described herein; and
 - 6.2.1.3. At Firestone's Public Works (off the Coal Ridge Ditch) to deliver water to Central Park Reservoir for all uses described in this Application, located in Section 18, T 2 N, R 67W, of the 6th P.M., after delivery to the Coal Ridge Ditch; and
 - 6.2.1.4. At Firestone Reservoir Nos. 1 and 2, for storage or direct release to St. Vrain Creek for all uses described in this Application; and
 - 6.2.1.5. At a turnout on the Coal Ridge Ditch in the W $\frac{1}{2}$ of Section 9, Township 2 North, Range 67 West of the 6th P.M. for delivery to St. Vrain Creek and/or Firestone Reservoir No. 3.
 - 6.2.1.6. Any other location below the headgate of the Lower Boulder Ditch and/or Coal Ridge Ditch that the Shares can physically be delivered, provided Applicant first obtains approval of the LBDC and/or Coal Ridge Ditch Company for such delivery location.
- 6.3. The LBDC shares shall be subject to transit loss in the Lower Boulder Ditch as determined by the ditch rider, applying the same percentage to all shareholders. The LBDC Shares may also be subject to a reservation of water by LBDC to fulfill demands of holders of "Leyner" and "Briggs" contracts. The transit loss assessment and the contract reservation may be referred to collectively as a "TCA assessment."
- 6.4. The diversion season applicable to the LBDC Shares shall be the same as the season for all shareholders.

RURAL DITCH COMPANY SHARES

7. Decreed water right for which change is sought:

7.1. Name of Structure: Rural Ditch

7.2. Date of original and subsequent decrees: CA 1336, June 2, 1882, Boulder County District Court; Case No. 84CW412, August 30, 1985, Water Division No. 1.

7.3. Legal description of location: On Boulder Creek in the NE $\frac{1}{4}$ Section 20, Township 2 North, Range 68 West of the 6th P.M., Weld County, Colorado.

- 7.4. Source: Boulder Creek
- 7.5. Appropriation Dates: May 5, 1862 and March 10, 1863
- 7.6. Total amount decreed to structure: 22.75 cfs (1862) and 60.25 cfs (1863)
- 7.7. Decreed use: Irrigation
- 7.8. Amount of water that Applicant intends to change: 3 shares out of the outstanding 50 shares of the Rural Ditch Company (“RDC”) represented by stock certificate no. 430 (the “Rural Shares” or “RDC Shares”). Firestone owns the Rural Shares.
8. Historical Use: One of the three RDC Shares (referred to herein as the “Guertner Share”) was used with an additional 1.0 RDC Share (previously quantified in Case No. 17CW3202) to irrigate up to approximately 45 acres on the Guertner Farm. The Guertner Share was historically used to irrigate land in the W ½ of the NE ¼ of Section 2, Township 2 North, Range 68 West; and the W ½ of the SE ¼ of Section 35, Township 3 North, Range 68 West, 6th P.M., Weld County, Colorado. The remaining 2.0 RDC Shares (referred to herein as the “Adler Shares”) were historically used with an additional 3.0 RDC shares (previously quantified in Case Nos. 03CW306 (2 shares) and 17CW3202 (1 share)) to irrigate the Adler Farm in the West ½ of Section 35, T. 3N, R68 W; the NW ¼, E ½ of the SW ¼, and the W ½ of the SE ¼ of Section 2, T 2N, R. 68 W of the 6th P.M., in Weld County, Colorado. Prior estimates of the irrigated acreage of the Adler Farm have varied between 299.3 acres (03CW306) and 199 acres (17CW3202).
9. Proposed change:
- 9.1. Use. In addition to the decreed irrigation use, Applicant seeks to change the use of the water rights represented by the Rural Shares to include uses for direct flow and storage with the right to totally consume the consumable portion of the water, either by first use, successive use, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, return flow replacement, exchange and storage for these purposes. All diversions attributable to the Rural Shares shall be made through the river headgate of the Rural Ditch. The Rural Shares may be leased to others for such uses.
- 9.2. Additional Future Place of Storage. The Rural Shares may be stored in additional places of storage on any ditch or diversion structure described in this Application. Applicant specifically claims the right to take delivery of and store the Rural Shares for subsequent release for the uses described herein at the following reservoirs:

- 9.2.1. Firestone Reservoir No. 1, which is a lined storage reservoir, originally decreed in 05CW335, located in the NW ¼ of Section 6, Township 2 North, Range 67 West of the 6th P.M.
- 9.2.2. Firestone Reservoir No. 2: Firestone Reservoir No. 2 is a lined water storage reservoir located west of and adjacent to Firestone Reservoir No. 1 in the NW ¼ of Section 6, Township 2 North, Range 67 West of the 6th P.M. in Weld County, to be known as Firestone Reservoir No. 2. Applicant and L. G. Everist, Inc. have entered into a contract for the acquisition of Firestone Reservoir No. 2.
- 9.2.3. Firestone Reservoir No. 3: L.G. Everist, Inc. is in the process of mining and constructing a lined storage reservoir in Section 32, Township 3 North, Range 67 West on property which is currently owned by the Town of Firestone as further described in Case No. 23CW3009.
- 9.2.4. Firestone Central Park Reservoir is a water storage reservoir located in Section 18, T 2N, R 67W of the 6th P.M. The Rural Shares may be delivered to Central Park Reservoir after initial delivery to Firestone Reservoir No. 1.
- 9.3. Recharge. Water from the Rural Shares may be delivered to the FAST Recharge Pond to generate recharge accretions to St. Vrain Creek. Water recharged to the FAST Recharge Pond will return to St. Vrain Creek at a point in the W ½ NW ¼ of Section 31, Township 3 North, Range 67 West of the 6th P.M. In addition to generating recharge credits for use in the Applicant's augmentation plan, water recharged at this site will sustain well yields from Applicants nearby well(s).
- 9.4. Dry up. The historically irrigated area of the Guertner and Adler Farms has been developed and is no longer capable of agriculture irrigation.
- 9.5. Diversion Period. April 1 through October 31.
- 9.6. Farm Headgate Delivery. Farm headgate deliveries attributable to the Rural Shares historically averaged a total of 95.53 acre-feet per share per year. This amount is preliminary and subject to modification upwards or downwards as additional information becomes available to Applicant.
- 9.7. Historical Consumptive Use. The average consumptive use for the RDC Shares historically averaged 51.03 acre-feet per share per year. This amount is preliminary and subject to modification upwards or downwards as additional information becomes available to Applicant.
- 9.8. Return Flows. The return flows from the historical use of the RDC Shares averaged 44.5 acre-feet per share per year. This amount is preliminary and subject to modification upwards or downwards as additional information becomes available to Applicant.

10. Diversion Records: Applicant's engineering consultants have reviewed records of diversions by the Rural Ditch Company and Applicant will rely on the records in the quantification of the historical use of the water rights.
11. Proposed terms and conditions for delivery of the Rural Shares through the Rural Ditch:
 - 11.1. The Rural Shares will continue to be diverted at the headgate of the Rural Ditch on Boulder Creek, to be used by Firestone for all uses within the Town's municipal system for all municipal uses as described in this application.
 - 11.2. Applicant may take delivery of the Rural Shares from the Rural Ditch to any of the points of delivery described as:
 - 11.2.1.1. At Firestone Reservoir Nos. 1, 2, and 3 for storage or direct release to St. Vrain Creek for all uses described in this Application;
 - 11.2.1.2. Firestone Central Park Reservoir, for storage or release for all uses described in this Application;
 - 11.2.1.3. The FAST Recharge Facility located on the FAST parcel in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 3 North, Range 67 West of the 6th P.M., and as described in the 19CW 3236 Decree, for all uses described in this Application;
 - 11.2.1.4. An augmentation structure currently located near the downstream end of the Rural Ditch at a point in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 2 North, Range 68 West, 6th P.M., Weld County, Colorado-; and
 - 11.2.1.5. The Last Chance Ditch, to be delivered to any of the locations described above;
 - 11.2.1.6. At an existing augmentation structure constructed by the Company near its river headgate on Boulder Creek; and
 - 11.2.1.7. Any other location below the headgate of the Rural Ditch that the Shares can physically be delivered, provided Applicant first obtains approval of the Rural Ditch Company for such delivery location.
 - 11.3. The Rural Shares shall be subject to transit loss in the Rural Ditch as determined by the ditch rider, applying the same percentage to all shareholders. In the event that Applicant takes delivery of the Rural Shares at the future augmentation station at the river headgate, the ditch loss portion of the delivery shall remain in the ditch.
 - 11.4. The diversion season applicable to the Rural Shares shall be the same as the season for all shareholders. Firestone shall not take delivery of its Rural shares prior to April 1 or after October 31.
 - 11.5. The Operating Agreement with the Rural Ditch Company, including all amendments thereto, will govern Applicant's deliveries of the Rural Shares.
12. Names and addresses of owners, if other than Applicant, of land on which structures are located:

- 12.1. New Consolidated Lower Boulder Reservoir and Ditch Company, PO Box 1826, Longmont, Colorado 80502-1826.
- 12.2. New Coal Ridge Ditch Company, 10879 Weld Co. Rd. 17, Longmont, CO 80504
- 12.3. Rural Ditch Company, 735 Bowen, Longmont, CO 80501.
- 12.4. Last Chance Ditch Company, P.O. Box 119 Longmont, CO 80502-0119

Dated _____.

LAWRENCE CUSTER GRASMICK JONES &
DONOVAN LLP

Bradley C. Grasmick, #35055
Wesley S. Knoll, #48747
Linda P. Bower, #17954

*E-filed per Rule 121 duly signed copy on file at the Law Offices of
Lawrence Jones Custer Grasmick LLP*

VERIFICATION

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Julie Pasillas, being first duly sworn upon oath, deposes and states that she is the Director of Public Works for the Applicant, that she has read the foregoing and that the contents contained therein are true and correct to the best of her information, knowledge and belief.

Julie Pasillas

*E-filed per Rule 121 duly signed copy on file at the Law Offices of
Lawrence Jones Custer Grasmick LLP*

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.c

Discussion/Action

Meeting Date: May 8, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 24- 52: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF FIRESTONE AND BIF IV INTREPID OPCO LLC.

RECOMMENDATION

Approval of Resolution

SUMMARY

This resolution is to enter into a non-exclusive master license agreement for fiber networks with BIF IV Intrepid OPCO LLC. (Intrepid) to provide internet service. Intrepid approached the Town in September of 2023 with the desire to build in Firestone and worked with staff to understand and finalize the non-exclusive master license agreement.

Intrepid is headquartered in Colorado and currently works and provides service in Lafayette, Louisville, Littleton, Northglenn, Pueblo, and Westminster.

The Agreement includes requirements for equipment placement in rights-of-way, obtaining required permits, and damage restoration per Town regulations.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

In 2018, the Board of Trustees identified broadband as a community need by seeking to overturn the restrictions SB-152 places on local government. In April 2018, Firestone voters approved local authorities for broadband services.

On June 8, 2022, the Board of Trustees approved Resolution 22-74, a Master License Agreement with Highline Colo. The Town currently has non-exclusive Agreements with Comcast and Highline to install and provide Fiber Networks to Firestone customers.

In 2023, the Town was designated as a Broadband Ready Certified Community, recognized by the Colorado Broadband office for taking proactive steps to encourage broadband in Firestone.

On March 13, 2024, the Board of Trustees approved Resolution 24-35, a Master License Agreement with HyperFiber LLC. The

The Town currently has non-exclusive Agreements with Comcast, Highline, and HyperFiber to install and provide Fiber Networks to Firestone customers.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Establish a Strong & Competitive Business Environment

ATTACHMENTS

1. Res 24-52 BIF IV Intrepid OPCO LLC_Non-Exclusive MLA
2. Firestone MLA - Intrepid FINAL

RESOLUTION NO. 24-25

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER
LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE
TOWN OF FIRESTONE AND BIF IV INTREPID OPCO LLC.**

WHEREAS, BIF IV Intrepid OPCO LLC. (“Intrepid”) is a fiber based telecommunications network which desires to install network and equipment in selected rights-of-way to serve its customers within the Town of Firestone (“Town”); and

WHEREAS, the Town agrees to permit Intrepid to install its network and equipment within the Town subject to a Non-Exclusive Master License Agreement which sets forth the terms and conditions of Intrepid’s location, construction, operation, relocation and removal of its network and equipment.

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

The Non-Exclusive Master License Agreement for Fiber Networks between BIF IV Intrepid OPCO LLC and the Town of Firestone is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of the ____ day of _____, 2024 (the "Effective Date"), and entered into by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **BIF IV INTREPID OPCO LLC** (the "Company").

RECITALS

A. The Town is the owner of a property interest ("Property") for public right-of-way ("R.O.W."), and desires to protect and preserve the R.O.W. The Town further maintains police power authority to regulate access to and use of the R.O.W. in a manner that protects the public health, safety and welfare, consistent with Applicable Law.

B. Company owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission ("F.C.C."), a fiber-based telecommunications Network or Networks serving the Company's customers.

C. For purpose of operating the network, the Company desires the Town's permission to locate, place, attach, install, operate, control, maintain, and repair Equipment in the Public Right-of-Way (as defined in § 1.6 below) in the locations detailed in Supplemental Sites Licenses as shown on **Exhibit B**.

D. The Town desires to grant to Company a non-exclusive license ("License") for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

I. DEFINITIONS.

The following definitions shall apply generally to the provisions of this Use Agreement.

"Applicable Law" means all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town or other governmental agency having joint or several jurisdiction over the parties to this Agreement.

"Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

"Equipment" means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment.

“Hazardous Substance” means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

“Installation Date” shall mean the date that the first Equipment is installed. by the Company pursuant to this Use Agreement.

“Network” or collectively “Networks” means one or more of the neutral-host, communication or telecommunication systems operated by the Company to serve its customers in the Town.

Public Right-of-Way” or “Right of Way” means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all public rights-of-way, utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.

“Services” means the telecommunications services provided through the network by the Company to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the System to another person or entity, provided that Company at all times retains exclusive control over the System and remains responsible for locating, servicing, repairing, relocating or removing its System pursuant to the terms of this Agreement. From time-to-time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be “Services” for purposes of this Agreement.

“Town” means the Town of Firestone, a Colorado statutory municipality.

II. TERM

This Use Agreement shall be effective as of the Effective Date and shall extend for a term of fifteen (15) years commencing on the Installation Date unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company’s Network is not operational and providing Services to customers within the Town within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the Town, in its sole discretion, upon thirty (30) days written notice. This Agreement may be extended for an additional agreed-upon period of time upon the mutual execution by the Parties of a written amendment.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company’s sole cost and expense, shall be subject to the Town’s lawful exercise of its police powers and the prior and continuing right of the Town under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all

deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the Town and shall conform with applicable laws and regulations. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant a Franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

B. Applicability of Town Site Planning Process. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the Town's regular site plan process, in the placement of the Company's Equipment.

C. No Interference. The Company in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the current or future existence and operation of any and all public and private rights of way (except in the case where the Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

D. Compliance with Laws. The Company shall comply with all Applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

E. Utility Notification Center. Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a tier 1 member of the Utility Notification Center of Colorado, and comply with and adhere to local procedures, customs and practices relating to the one call locator service program established in C.R.S. Section 9-1.5-101, et seq., as such may be amended from time to time.

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the plan and profile approved by the Town and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting all information required by **Exhibit A** prior to beginning construction. The Town will authorize the Company to commence construction with the grant of a supplemental site license and the provision of all necessary permits. Approved supplemental site licenses will be attached to this document as part of **Exhibit B**. The Company shall comply with all applicable federal, State, and Town technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way.

B. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay any standard and customary permit fees.

The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with **Exhibit A**. Such drawings shall be provided to the Town with each request for a supplemental site license. For each supplemental site license, Licensee shall submit construction drawings prepared by an engineer licensed in the state of Colorado for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until written confirmation of grant of a supplemental site license by the Town and the acquisition of all necessary permits.

C. Blasting. Licensee shall not do or permit to be done any blasting above, underneath, or near the Property without first having received written permission from Licensor. Any blasting shall be done in the presence of a representative of Licensor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

D. Location of Licensed Facilities. All Licensed Facilities shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings. All Licensed Facilities shall be placed underground. .

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. Relocation and Displacement of Equipment. The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

B. Abandonment. If Company ceases use of Equipment for a period of six (6) or more consecutive months, it shall be deemed abandoned and the Equipment shall be removed at the expense of Company. In the event Company is unable or refuses to remove such Equipment when requested by the Town, the Town may authorize removal and Company shall be responsible for all costs incurred for removal and disposal of the Equipment.

C. Damage and Restoration. Unless otherwise provided by Town rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement, and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in connection with any of its operations, causes damage to the R.O.W. or any other Town property the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public Right-of-Way in which the Equipment is located to a safe and satisfactory condition in accordance with Applicable Law. If the damage is determined by the Town to be impacting the public health and safety, the Town may perform or cause to be performed such reasonable and necessary repairs on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the Town at Town's standard rates. If the Company does not repair the damage as described herein, then the Town shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the actual costs incurred by the Town at Town's standard rates. Upon the receipt of a demand for payment by the Town, the Company shall promptly reimburse the Town for such costs. In the case of fire, disaster or other emergency impacting the public health and safety as solely determined by the Town, the Town may remove or disconnect the Company's Equipment located in the Public Right-of-Way or on any other property of the Town. To the extent feasible as a result of any emergency, the Town shall provide reasonable notice to the Company prior to taking such action and, if the situation safely permits, shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

D. Removal of Equipment. Upon sixty (60) days' written notice by the Town pursuant to the expiration or earlier termination of this Agreement, the Company shall promptly, safely and carefully remove the Equipment and Network in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town. After the Town receives the reimbursement payment from the Company for the removal work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Law. Alternatively, the Town may elect to take title to abandoned property, provided that the Company shall submit to the Town an instrument satisfactory to the Town transferring to the Town the ownership of such property. The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

VI. OTHER UTILITIES

A. The Company agrees and understands that if the Town has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Company has been fully advised by the Town that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property the existence and nature of such natural gas facilities and the potential danger and risk involved.

B. The Company agrees and understands that any natural gas facilities, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds, and that the Town shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of the cathodic protection system.

C. The Company agrees and understands that if the Town has permitted and allowed to be constructed electric transmission, distribution, or related facilities on the Property, the Company has been fully advised by the Town that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property of the existence and nature of such electric facilities and the potential danger and risk involved.

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the Property or the R.O.W. in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the Town, the Company will pay, indemnify, defend and hold the Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the R.O.W. and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

A. The Company shall indemnify, defend, protect, and hold harmless the Town, its elected officials, officers, employees, agents, and contractors from and against any and all Claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Agreement.

B. Waiver of Claims. The Company waives any and all Claims, demands, causes of action, and rights it may assert against the Town on account of any loss, damage, or injury to any Equipment or any

loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Town.

C. Limitation of Town's Liability. To the extent permitted by law, the Town shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of Town, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The Town does not waive any of the protections, immunities or limitations afforded it by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 et. seq.) as same may be amended from time to time.

D. Limitation of Company's Liability. In no event shall the Company be liable to the Town for indirect or consequential damages.

E. Notice. The Town shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the Town shall tender the defense thereof to the Company and the Company shall consult and cooperate with the Town Attorney's Office while conducting its defense. The Town and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

F. Separate Representation. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the Town, the Company shall pay for all reasonable expenses incurred by the Town as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Town shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The Town's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by the Company.

IX. INSURANCE.

A. Required Coverages. The Company shall, and shall require its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company, obtain and maintain at its own cost and expense at all times during the term of this Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars (\$5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned, hired, and non-owned autos in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage; (c) Statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. All required insurance policies shall include the Town, its trustees' members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer(s) the Company shall use

commercially reasonable efforts to provide the Town with thirty (30) days' advance written notice of cancellation. Notwithstanding the foregoing, upon sixty (60) days' prior notice to and review by the Company, the Town may increase the aforementioned limits of insurance at any time in its reasonable discretion.

B. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, the Company shall file with the Town the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- I. The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- II. That the Company's insurance policies are primary as respects any other valid or collectible insurance that the Town may possess, including any self-insured retentions the Town may have; and any other insurance the Town does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- III. That the Company's insurance policies waive any right of recovery the insurance company may have against the Town.

The certificate(s) of insurance shall be mailed to the Town at the address specified in § 9 below, and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

C. Insurer Criteria. Any insurance provider of the Company shall be admitted and authorized to do business in the State of Colorado and shall carry a minimum rating assigned by A.M. *Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

D. Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

X. NOTICES.

A. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered (a) personal delivery (b) through the United States mail, by first class mail, postage prepaid; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the Town: Town of Firestone

Attn: Town Manager

9950 Park Ave

Firestone, CO 80504

and

If to Company: Intrepid Fiber Networks

Attn: Chief Construction Officer

11001 West 120th Ave, Suite 305

Broomfield CO 80021

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B. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

C. Emergency Contact. The Company shall be available to the employees of any Town department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: 844-380-8090.

The Company shall provide to the Town a new 24-hour telephone number pursuant to this Section 10 prior to changing telephone numbers.

XI. TERMINATION.

This Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default to the reasonable satisfaction of the non-defaulting party (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

In this Section, the following words have the meanings indicated:

"Control" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership.

"Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior written consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Town shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by Town. The Company shall provide no less than thirty (30) days written notice to the Town of the details of any transaction described herein that

requires Town consent. Notwithstanding anything to the contrary in this Section, no Town consent is required for transfers to non-affiliates that are currently operating in the Town and are in full compliance of all obligations to the Town. The Company shall provide no less than thirty (30) days written notice to the Town of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Town.

B. The requirements of this Subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The Town reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the Town. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

- IV. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or
- V. Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction; or
- VI. Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such Claims, suits or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed; or
- VII. Is financially insolvent; or
- VIII. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

C. If the successor entity meets any of these criteria, the Town's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Town.

D. In seeking the Town's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.

E. The consent or approval of the Town to transfer by the Company does not constitute a waiver or release of the rights of the Town in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

F. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

G. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

XIII. MISCELLANEOUS PROVISIONS.

The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

A. A copy of the applicable supplemental site license shall be on the Property and available during construction of any licensed facility.

B. Non-exclusive Use. The Company understands that this Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that Town shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way.

C. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

D. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

E. Federal and State Authorizations. The Company has obtained all government licenses, permits and authorizations by the Federal Communications Commission which are required in order to provide the Services.

F. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for such action shall be vested exclusively in the state courts of Colorado, County of Weld, or only to the extent that provisions of federal law apply to the dispute, in the United States District Court for the District of Colorado.

G. Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

H. Consent Criteria. In any case, where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

I. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

J. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

K. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

L. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

SIGNATURE PAGE FOLLOWS.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

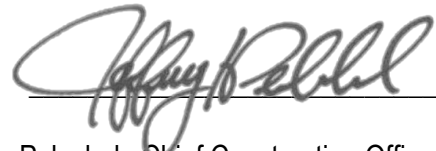
Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

BIF IV INTREPID OPCO LLC

By: _____



Jeffrey Polachek, Chief Construction Officer

EXHIBIT A

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE TOWN IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and A.D.A. compliance.
 - a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.
5. Completed Right-of-way Permit Application.

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER

THE TOWN WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES

EXHIBIT B

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE TOWN:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.d

Discussion/Action

Meeting Date: May 8, 2024

Initiated By: Matt Wiederspahn

Department: Engineering - Town

AGENDA ITEM

Resolution 24-40: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON FOR THE NEIGHBORS POINT SUBDIVISION HAWK SIGNAL DESIGN SERVICES

RECOMMENDATION

Staff recommends the Board approve Resolution 24-40, approving an agreement with Bohannon Huston, Inc., and authorizing the expenditure of funds.

SUMMARY

The proposed agreement with Bohannon Huston Inc. (BHI) is for the design of pedestrian-activated HAWK (High-Intensity Activated Crosswalk) Signals at two intersections within the Neighbors Point subdivision, with a not-to-exceed amount of \$62,500. The two intersections identified in this agreement include:

- Birch Street and Neighbor's Parkway
- Sable Avenue and Buffalo Street

At the January 10th, 2024 Board meeting, BHI, as the Town's traffic engineering consultant, presented the outcome of the Neighbor's Point Traffic Study and School Zone Assessment. The study determined that pedestrian-activated HAWK Signals would be an appropriate safety improvement at these two intersections. Subsequently, staff requested that BHI provide a scope and fee for the design of the signals as well as construction management support services. BHI provided a project scope and fee not-to-exceed amount of \$62,500, with the design expected to be completed in time to allow for a summer bid date for signal construction.

FINANCIAL CONSIDERATIONS

The agreement is not to exceed \$62,500. The 2024 Budget included \$325,000.00 for Neighbor's Point Traffic Calming, including \$215,000 carried over from the 2023 Budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2023 Budget, which included \$250,000.00 for Neighbor's Point Traffic Calming. The Board also approved a contract with BHI for \$35,000 in 2023 to perform a traffic study of Neighbor's Point. The remaining \$215,000 was carried over into the 2024 Budget with an additional \$110,000 in funds for a total 2024 project budget of \$325,000.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 24-40_Bohannon Hutson PSA HAWK Signal Design
2. S2024-9243

RESOLUTION NO. 24-40

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
BOHANNAN HUSTON INC FOR THE NEIGHBORS POINT
SUBDIVISION HAWK SIGNAL DESIGN SERVICES**

WHEREAS, Bohannon Huston Inc (“BHI”) serves as the Town of Firestone’s (“Town”) on-call traffic engineer and in such capacity performed the traffic study for the Neighbor’s Point Subdivision; and

WHEREAS, to address the issues identified in the traffic study the Town desires to install traffic signals at the locations of Neighbors Parkway and Birch Street and Buffalo Street and Sable Avenue; and

WHEREAS as BHI performed the traffic study it is uniquely qualified to provide the High-Intensity Activated CrossWalK (“HAWK”) signal design services in a timely and efficient manner and it is therefore in the best interest of the Town to retain BHI for such work.

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

The Professional Services Agreement between the Town of Firestone and Bohannon Huston Inc for the Neighbors Point Subdivision HAWK Signal Design Services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of March, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Bohannon Huston**, an independent Consultant with a principal place of business at 9785 Maroon Circle, Englewood, Colorado 80112 ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Neighbors Point HAWK Signal Design (S2024-9243)**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall continue until Consultant 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 the Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$62,500.00. This amount shall include all fees, costs and expenses incurred by Consultant , and no additional amounts shall be paid by the Town for such

fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ Sub-Consultant s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant 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 Consultant.
- B. If the Town reuses or makes any modification to Consultant 's designs, documents or work product without the prior written authorization of Consultant , the Town agrees, to the fullest extent permitted by law, to release the Consultant , its officers, directors, employees and sub-Consultant s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant . Nothing herein shall be construed as a limitation on the Consultant 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONSULTANT

Consultant is an independent Consultant. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall

be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

- A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, the Consultant shall procure and maintain, and shall cause any Sub-Consultant 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, and employees, Consultant as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - 3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.
- B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees Consultant shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.
- C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

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

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

IX. CHANGE ORDERS

- A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Consultant, stating their Agreement, as applicable, upon all of the following:
1. The scope of the change in the Work;
 2. The amount of the adjustment to the Contract Price and
 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Consultant shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
 - K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
 - L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

BOHANNAN HUSTON

By: _____

March 20, 2024

Matt Wiederspahn, P.E.
Town of Firestone, Town Engineer
151 Grant Avenue, Firestone, CO 80520
mwiederspahn@firestoneco.gov

**Re: Town of Firestone Traffic Engineering On-Call
Neighbors Point Pedestrian Crossings**

Dear Mr. Wiederspahn,

Per your request, Bohannon Huston, Inc. (BHI) has prepared the following scope and fee for design of pedestrian crossings at both intersections of Neighbors Parkway and Birch St and Buffalo St and Sable Ave based on the recommendation of the recently completed warrant analysis completed by BHI as part of the Neighbors Point Traffic and Safety Analysis and School Zone Assessment Report.

Task 1: Pedestrian Crossing Signal Design – Neighbors Point

BHI will prepare design and construction documents for new High-Intensity Activated crosswalk (HAWK) pedestrian crossing signal at the intersections of Neighbors Parkway and Birch St and Buffalo St and Sable Ave, including:

1. Project Initiation
 - a. Kick-off meeting
 - b. Base file set-up
 - c. Subsurface Utility Locating (sub-consultant)
2. Design Layout
 - a. Crossing analysis and layout determination
3. Construction Plans (Preliminary and Final Plans)
 - a. Title Sheet, General Notes and Overall Site Plans
 - b. HAWK Signal Plan Layout
 - c. Signage and Striping Plans
 - d. Construction Details
4. Engineer's Estimate of Construction Cost (Preliminary and Final)
5. Review Meeting (Preliminary and Final)

Task 2: Bidding and Construction Management Support

BHI will assist City staff on an on-call basis to provide bidding and construction management support, including:

1. Pre-bid meeting attendance
2. Addenda/Clarifications to contract documents intent
3. Bid Tabulation/Recommendation
4. Pre-construction meeting attendance

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

5. Submittal, Shop Drawing Review
6. RFI's, CO, Design Modification
7. Progress meetings (assumes 4 meetings)
8. Record Drawings (based on contractor as-builts)

Assumptions:

- *Existing available LiDAR/Imagery will be the basis of design*
- *Work will occur within existing City ROW*
- *Assumes crossing will be located at the intersection and will not require modifications to the existing roadway, sidewalk, medians, or pedestrian ramps.*
- *Initial Subsurface Utility Locating will include Quality Level 'B' (mapping) and up to four (4) Quality Level 'A' test holes, one at each signal pole location. Additional potholing determined to be needed during design phase can be provided as an additional service.*
- *City traffic signal standard details and specifications will be referenced were applicable*
- *Deliverables will be digital files (.DOC, DWG, or .PDF).*
- *Kick-off and review meetings will be held virtually*
- *City will be responsible for coordination with local power company for service connection and agreements.*
- *City will be responsible for overall procurement process, construction management, and full time-inspection*

Exclusions:

- *Topographic or Boundary Survey*
- *Title Work, vesting documents, Right-of-way appraisal, negotiations and acquisition*
- *Geotechnical engineering or pavement design*
- *Environmental investigation or documentation*
- *Drainage Improvements*
- *Intersection or roadway reconfiguration or redesign*
- *ADA ramp improvements*
- *Traffic Control or Construction Phasing Plans*
- *Structural Design - standard details will be used for signal foundation design, etc.*
- *Photometrics or Electrical Engineering*
- *Permitting or associated fees*
- *Providing any services requiring the preparation of multiple construction plan sets for multiple phases of development is not included.*
- *Full time construction management or observation.*
- *Performing construction staking, or materials testing is not included.*

Fee:

The table below contains the estimated fees to provide these services:

Task 1: Signal Design

SUE – QL “B” and up to four (4) potholes (Lump Sum)	\$ 13,140.00
Construction Documents (Lump Sum)	\$ 31,515.00

Task 1: Sub-Total	\$ 44,655.00
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Task 2: Bidding and Construction Management Support

Bidding Assistance (T&M)	\$ 4,500.00
Post Construction Award Services (PCAS): (T&M)	\$ 8,000.00

Task 2: Sub-Total	\$ 12,500.00
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Task 3: Additional Services

Additional Services as Directed by the Town (T&M)	\$ 5,345.00
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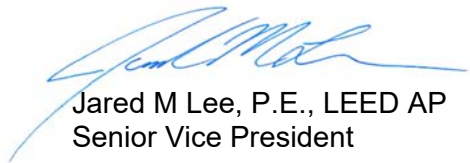
Task 3: Sub-Total	\$ 5,345.00
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Total	\$ 62,500.00
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**Time and Materials (T&M) phases will be billed at hourly rates per attached fee schedule

We look forward to continuing to work with the Town of Firestone. Thank you again for the opportunity to provide these services. Should you have any questions around the scope and fee above, please do not hesitate to contact me.

Sincerely,



Jared M Lee, P.E., LEED AP
Senior Vice President

cc: Nate Haasis, Town of Firestone

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.e

Discussion/Action

Meeting Date: May 8, 2024

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 24-54: A RESOLUTION APPROVING AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES

RECOMMENDATION

Staff recommends approval of the Addendum to the Intergovernmental Agreement between the Town of Firestone and the St. Vrain Valley School District.

SUMMARY

The Intergovernmental Agreement (IGA) between the Town of Firestone and the St. Vrain Valley School District sets forth terms, conditions, rights and obligations of each Party to ensure the adequate provision for Fair Contribution for Public School Sites within the Town. The IGA further details the terms for the planning, collection, and use of Fair Contribution for Public School Sites funds. Per the terms of the IGA, funds received as Fair Contribution for Public School Sites are to be used for such purposes within fifteen years of collection unless the District has requested from the Town an extension. The School District has requested an extension of five years for funds received prior to 2013 up through and including 2029.

In addition to authorizing the five-year extension, the addendum provides for the District to use such funds to supplement the overall project costs for expansion of the District's East Transportation Terminal on Colorado Boulevard, for the District to provide to the Town \$200,000 to improve safe pedestrian crosswalks in the Centennial Elementary/Neighbors Point Park area, and for the District and Town to work together towards a potential land conveyance by the District to the Town for construction of a joint use parking lot at Centennial Elementary and Neighbors Point Park.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The current Intergovernmental Agreement (IGA) with St. Vrain Valley School District was approved by the Board of Trustees on October 10, 2018 and by the school district on October 24, 2018. The IGA is in effect for a period of ten (10) years.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 24-54 Firestone SVVSD IGA Addendum
2. Addendum to Firestone and SVVSD IGA
3. 2018 IGA between Town of Firestone and SVVSD

RESOLUTION NO. 24-54

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN ADDENDUM TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES**

WHEREAS, on October 10, 2018 the Town of Firestone (“Town”) and the St. Vrain Valley School District RE- 1J (“District”) entered into an Intergovernmental Agreement (“IGA”) Concerning Fair Contributions For Public School Sites pursuant to C.R.S. 22-54-102 (3)(a); and

WHEREAS, the parties desire to approve an Addendum to the IGA which will grant the District an additional five years to expend funds received from the Town prior to 2013 thru 2029, designate \$50,000 of the funds for expansion of the District’s East Transportation Terminal, authorize the Town to use \$200,000 of District funds to improve the crosswalks in the Centennial Elementary /Neighbors Point Park area and authorize the parties to collaborate regarding the District’s potential conveyance of a portion of Centennial Elementary’s property to the Town for its construction of a parking lot for use by Centennial Elementary and users of Neighbors Point Park; and

WHEREAS, the parties find that the terms and conditions of the Addendum benefit both parties and serve the purposes set forth in the Public School Finance Act of 1994 (C.R.S.24-54-102 et.seq.)

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

The Addendum to the Intergovernmental Agreement between the Town of Firestone and St. Vrain Valley School District RE-IJ concerning Fair Contributions for Public School Sites 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 Addendum on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of May 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Interim Town Clerk

William P. Hayashi, Town Attorney

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FIRESTONE AND
THE ST.VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES**

This Addendum to the Intergovernmental Agreement between the Town of Firestone and the St. Vrain Valley School District RE-1J Concerning Fair Contributions for Public School Sites ("Addendum") is made this ___ day of May, 2024, by and between the **Town of Firestone**, a Colorado municipal corporation ("Town") and the **St. Vrain Valley School District RE-1J**, a Colorado public school district and political subdivision of the State of Colorado ("District"). The Town and the District may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

The Town and the District are Parties to an Intergovernmental Agreement between the Town of Firestone and the St. Vrain Valley School District RE-1J Concerning Fair Contributions for Public School Sites dated October 10, 2018 (the "IGA").

The IGA was entered into pursuant to Section 22-54-102(3)(a), C.R.S., in order to clarify how the Parties could assist each other in the funding of the District's capital construction projects.

Per the terms of the IGA, the Parties agree that it is in the best interests of the citizens of the Town (who are also citizens of the District) to cooperate to ensure the adequate provision for Fair Contribution for Public School Sites within the Town, and the IGA was designed to set forth the terms, conditions, rights and obligations of each Party with respect to the planning, collection, and use of Fair Contribution for Public School Sites.

Per the terms of the IGA, funds received as Fair Contribution for Public School Sites are to be used for such purposes within fifteen years of collection unless the District has requested from the Town an extension, which extension may be granted by the Town for good cause shown.

Pursuant to Section 8.4 of the IGA, the District requested a five year extension of time to spend funds collected prior to 2013 to acquire a PK-8/middle school site within the Town.

The Parties seek to reaffirm their commitment to cooperate to ensure adequate provision for Fair Contribution for Public School Sites to serve the Town and its citizens, and seek to addend the IGA consistent with that commitment by extending the fifteen year period, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree to addend the IGA as follows:

1. Upon review of the District's request for an extension, the Town, upon good cause shown, agrees to extend the period of time by five years for the use of Fair Contribution for Public School Sites funds received prior to 2013 up through and 2029.

2. An amount of \$50,000 of such funds shall be used for a bus parking expansion of the District's East Transportation Terminal, scheduled for 2024/2025 and designed to address the additional buses needed due to increased enrollment in the region. The \$50,000 from such funds shall be only supplementing the project's overall costs.

3. The District shall provide the Town \$200,000 to improve safe pedestrian crosswalks in the Centennial Elementary/Neighbors Point Park region of the Town ("Crosswalk Project"). The Crosswalk Project improvements shall be identified by the Town and all construction, oversight, and ongoing maintenance of such improvements shall be the sole responsibility of the Town.

4. The Parties will work together towards the potential conveyance by the District to the Town of a portion of the Centennial Elementary property for the Town's construction of a parking lot for joint use by Centennial Elementary and users of Neighbors Point Park.

5. Except for as otherwise specified herein, the Parties recognize and reaffirm that the IGA and its provisions remain binding and in force.

Signed and dated as of the date indicated above.

TOWN OF FIRESTONE

By: _____
Mayor

ATTEST:

Town Clerk

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
President of the Board of Education

ATTEST:

Secretary of the Board of Education

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES**

1. PARTIES. The parties to this *Intergovernmental Agreement Concerning Fair Contributions For Public School Sites* ("IGA") are: **THE TOWN OF FIRESTONE**, a Colorado municipal corporation, ("Town"), and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado, ("District").

2. RECITALS AND PURPOSES. The Town's municipal boundaries lie within the boundaries of the District, and the Town's resident children attend the District's schools located within the Town. Pursuant to Section 22-54-102(3)(a), C.R.S., the parties may enter into intergovernmental agreements to cooperate with each other to assist in the funding of the District's capital construction projects, provided such funding is from a source of revenue that is otherwise authorized by law and is not from impact fees. Such statute further provides that the prohibition on the utilization of impact fees in such agreements "shall not be construed to restrict the authority of any local government to require the reservation or dedication of sites and land areas for schools or the payment of moneys in lieu thereof" if such local government possesses the legal authority to require such reservations, dedications, or payments in lieu thereof. When considering an annexation petition, the Town is statutorily authorized by Sections 31-12-108.5 and 110(2), C.R.S., to impose certain terms and conditions relating to the effect of the proposed annexation upon local schools. The Town is further authorized by Sections 29-20-104 and 31-23-214, C.R.S., to adopt regulations governing the subdivision of lands within its jurisdiction on the basis of the impact thereof to the community and which may establish differing requirements applicable to subdivisions of varying sizes, densities or types of dwelling units. The parties agree that it is in the best interests of the citizens of the Town (who are also citizens of the District) to mutually enter into a cooperative agreement to adequately provide for Fair Contribution for Public School Sites within the Town. The purpose of this IGA is to set forth the terms, conditions, rights and obligations of each party with respect to the planning, collection, and use of Fair Contribution for Public School Sites. Accordingly, the parties covenant and agree to the following.

3. TERM. This Intergovernmental Agreement shall commence upon the Effective Date and continue thereafter for a period of ten (10) years thereafter, unless sooner terminated. Either party may terminate this Intergovernmental Agreement at any time with or without cause, upon one year's written notice to the other party. For purposes of this Intergovernmental Agreement, the term "Effective Date" shall mean the date when it is approved by both the respective party's governing bodies or authorized officers.

4. BEST INTERESTS OF TOWN AND RESIDENTS. The parties acknowledge and agree that continued growth in residential land development necessitates the acquisition of additional public school sites and/or the enlargement or the new construction of school facilities to accommodate the corresponding increases in the student population resulting from such growth. Requiring land dedications or conveyances for public school sites, or payments in lieu of such land dedications/conveyances, (herein collectively referred to as "**Fair Contribution for Public School Sites**") will provide a portion of the land/facilities to meet such demands. The Town agrees that imposing such Fair Contribution for Public School Sites is in the best interests of the health, safety, and welfare of the Town and its residents as contemplated by the Town's Subdivision Ordinance and Development Regulations.

5. SCHOOL SITE COORDINATION AND DEVELOPMENT REFERRALS.

5.1 The District agrees to locate future public school sites in conformity with the adopted plan of the community, insofar as is feasible, and to consult with and advise the Town in writing in advance of public school sites acquisition and site development.

5.2 The Town shall refer to the District all annexation petitions and subdivision applications (including major and minor subdivisions and plat amendments) that require a public hearing before the Planning Commission and/or the Board of Trustees proposed within or affecting the District attendance area (herein, "**Residential Land Development Applications**") for the District's review and comment concerning the adequacy of public school sites and facilities. The Town will consider the District's comments in conjunction with the review and processing of each Residential Land Development Application, and will implement land dedication for public school sites or payments in lieu of land dedication for public school sites consistent with this Intergovernmental Agreement and the municipal code and regulation then in effect. If a non-Residential Land Development Application is filed with the Town that may, in the opinion of the Town, have influence or effect on property owned by or activities of the District, the Town shall also refer information pertaining to that application to the District for review and comment. The District agrees to promptly review the referred development application and promptly submit its comments, recommendations, and requests to the Town by the deadline stated in any cover letter or referral letter accompanying the application from the Town to the District. Failure to timely respond may be deemed by the Town as a response from the District of "no comment" concerning the referred application.

6. METHODOLOGY.

6.1 Contemporaneous with the Effective Date and the effective date of the amendment to the Town subdivision regulations and requirements requiring Fair Contribution for Public School Sites, if such amendment is deemed necessary by the Town, the Town agrees to enforce such amendment as a precondition to the lawfully authorized construction of new residential dwelling units not otherwise exempted under Section 9 below.

The District has adopted a methodology ("**Methodology**"), to determine Fair Contribution for Public School sites for five categories of dwelling units. The Parties agree the Methodology, attached and incorporated herein as **EXHIBIT A**, has been developed in a manner so as to fairly apportion the cost of acquiring public school sites made necessary by new residential development.

6.2 As part of the Methodology, the District has adopted planning standards related to facility enrollment capacities, public school site acreage requirements, and student yields for each of five types of residential dwellings (single family homes, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes). The Town and District agree that the Methodology is reasonable and the approved then-current Methodology shall apply to new residential construction within the Town. The Methodology shall be the basis for computing Fair Contribution for Public School Sites for new residential construction. The Town and District agree that the Methodology adopted by the District shall be periodically reviewed and revised to reflect the current standards and conditions within the District.

6.3 Unless and until modified by the parties, the Methodology and its supplementary background materials shall include, but shall not be limited to, the following factors:

- a. School planning standards which establish the student yields and technical and educational specifications for facilities for each category of school facility (elementary, middle, and high school levels), consistent with the policy of the Board of Education of the District;
- b. The capacity demand of each category of school facility resulting from each category of residential dwelling (single family, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes);
- c. The means for determining the per acre fair market value of land for each type of residential dwelling; and
- d. The procedure for calculating Fair Contribution for Public School Sites required and applicable to each type of residential dwelling.

6.4 The Methodology shall be updated periodically as conditions warrant by the mutual consent of the Town and the District. A copy of the updated Methodology shall be furnished to the Town within 30 days after its adoption by the District. The Town shall hold a public hearing before revising the Methodology.

6.5 It is the intent of the parties that the Methodology and any amendment thereto, and application of the Methodology pursuant to paragraph 7, shall be in conformity with the requirements of Section 29-20-203, C.R.S.

7. FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

7.1 As Fair Contribution for Public School Sites, any person or entity, as a condition of approval of the person or entity's applicable Residential Land Development Application shall be required to dedicate or convey land for a public school site to the District, or in the event the dedication of land is not deemed feasible or in the best interests of the District as determined by the Superintendent or designee, the District may require a payment in lieu of land dedication or conveyance to the District. The manner and amount of either type of Fair Contribution for Public School Sites shall be as stated in this Intergovernmental Agreement and the incorporated Methodology. This shall not preclude the District and any person or entity from mutually agreeing to resolve the issue of Fair Contribution for Public School Sites in a manner other than as stated above.

7.2 If the Fair Contribution for Public School Sites includes the dedication of land, according to paragraph 7.1 above, the Town agrees before recording of the final plat to require proof that the dedication has been made to the District in accordance with the following requirements:

- a. The person or entity has conveyed to the District by general warranty deed, title to the land slated for dedication, which title is to be free and clear of all items, encumbrances, and exceptions (except those approved in writing by the District), including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication.
- b. The Town shall require that the person or entity provide all environmental site assessments and hazardous waste studies to the District for review of the suitability of the site.

c. At the time of dedication or conveyance, the person or entity shall provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property. At the appropriate time, not later than the issuance of the first building permit for the Residential Land Development Application, the person or entity shall also pay or provide for the payment of its proportionate share of the street development costs for the streets adjacent to the dedicated land, and shall either provide or pay or make provision for the payment of the costs associated with making improvements for water, sewer, and all other utilities stubbed to the site, make the necessary water dedication pursuant to, as applicable, the Methodology, Town annexation/subdivision regulations and agreements, and provide over-lot grading of the dedicated land.

d. In addition to any lands dedicated or conveyed, the person or entity shall provide to the District an option to purchase abutting lands identified as a school site at their fair market value so that the dedicated or conveyed and purchased lands together form a contiguous parcel which meets the school district's land area requirements.

e. The District shall at no expense to the Town maintain all lands dedicated to the District, including without limitation mowing in conformance with Town regulations. The District and the Town may by separate joint use agreement mutually agree to allow for the development and use of the school site for park or recreational uses by the Town until plans are commencing for construction of a school.

f. The District shall utilize the lands dedicated or conveyed solely as a site for a school. If at such time the District determines that a school is no longer necessary at the particular site and determines to sell the land, the District shall offer a ninety (90) day first right of refusal to the Town to purchase the parcel at the per acre amount established in the then-current and adopted Methodology demonstrated in Exhibit A. The District shall allow the Town a multi-fiscal year time-period for payment for the school site, if requested by the Town, not to exceed three (3) years. Any sale to the Town shall include the water dedicated for or attached to the land unless by agreement of both parties the water shall be retained by the District, in which case the value of the land shall be reduced accordingly.

7.3 The Town agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under Section 9 below, it will require proof that the Fair Contribution for Public School Sites, according to paragraph 7.1. above, has been received by the School District. The Superintendent of the School District, or the Superintendent's designee, shall provide such proof in a timely manner to the Town Manager of the Town, or the Town Manager's designee.

7.4 Nothing contained in this Intergovernmental Agreement shall preclude the District from commenting to the Town upon the adequacy of public school sites or facilities, necessary in its judgment, to serve the proposed residential land development project.

8. USE OF FAIR CONTRIBUTION FUNDS FOR PUBLIC SCHOOL SITES.

8.1 The District shall hold or deposit in trust for public school sites all funds it has received as Fair Contribution for Public School Sites, and all funds it may receive from the sale of land dedicated or conveyed as Fair Contribution for Public School Sites. The District shall meet all requirements of Section 29-1-801 to 803, C.R.S., if applicable. The District

shall be solely responsible for each Fair Contribution for Public School Sites it receives. No Fair Contribution for Public School Sites shall constitute revenue of the Town under the provisions of Article X, Section 20 of the Colorado Constitution, and such dedications, conveyances, or payments shall be deemed exempt from the Town's calculation of fiscal year spending under Article X, Section 20(2)(e) of the Colorado Constitution.

8.2 The District shall use all funds it receives as Fair Contribution for Public School Sites solely for acquisition, development, or expansion of public school sites or for capital facilities planning, site acquisition, or school site capital outlay purposes within the senior high school feeder attendance area boundaries that include the residential dwelling units for which the Fair Contribution for Public School Sites was paid, subject to the following additional limitations: the use of funds is further restricted for future elementary school acquisitions and development of school sites within the Firestone Comprehensive Plan Area. Funds may be used for site expansions in other areas for middle and high schools only if they would directly benefit Firestone students and are in the high school feeder system for Firestone. If Firestone develops to the point of requiring a high school within Firestone Town limits, the use of secondary school feeder funds would then be limited to this new Firestone community high school feeder. Subject to the limitations in this Intergovernmental Agreement, the time for, nature, method, and extent of each public school site planning, acquisition, or development shall be within the sole discretion of the District.

8.3 Except as otherwise provided in this Intergovernmental Agreement, any funds received as Fair Contribution for Public School Sites the District has not used for acquisition or development of public school sites within fifteen years of collection it shall tender for refund, with interest earned and credited according to Section 29-1-801 to 803, C.R.S., to the person or entity who made the Fair Contribution for Public School Sites. This does not pertain to the dedication of land. The District shall give written notice by first-class mail to the person who made the Fair Contribution for Public School Sites at his or her address as reflected in the records maintained by the District. If the person does not file a written claim for refund of the funds within the District within 90 days of the mailing of such notice, the Fair Contribution for Public School Sites refund shall be forfeited and revert to the District to be utilized for capital facilities or improvements that will benefit the residence for which Fair Contribution for Public School Sites funds were paid.

8.4 The District may request the Town to extend the fifteen-year period of time specified in the previous subsection. Such request shall be made at the public hearing before the Town, which may for good cause shown, and in its discretion, extend such period of time as the Town deems reasonable and necessary.

9. EXEMPTIONS FROM FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

9.1 The following uses within the Town's boundaries shall be excepted from Fair Contribution for Public School Sites:

- a. Construction of any non-residential building or structure;
- b. Alteration, replacement with a comparable building or structure, or expansion of any legally existing building or structure provided such alterations, replacement, or expansion does not increase the number of residential dwelling units;
- c. Construction of any building or structure for limited term stay or for long term assisted living, including, but not limited to bed and breakfast establishments,

boarding or rooming houses, family-care homes, group-care homes, halfway houses, hotels, motels, nursing homes, or hospices;

d. Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect; or

e. Construction of any residential building or structure owned by any housing authority of the Town.

9.2 The Town may request, and the District may grant, an exemption from the Fair Contribution for Public School Sites for a dwelling unit or dwelling units where the Town demonstrates to the District that good cause exists to justify an exemption. For purposes of this Intergovernmental Agreement, "good cause" shall include, but not be limited to, a showing by the Town that a unit or units will significantly or substantially advance one or more legislatively established planning policies of the Town and that the waiver or exemption will directly assist the Town in achieving the policy or policies.

10. ANNUAL REPORT, ACCOUNTING, AND AUDIT.

10.1 The District shall submit an annual report on or before March 31 of each year to the Town describing the District's use of the Fair Contribution for Public School Sites funds during the preceding fiscal year. This report shall also include:

a. A review of the assumptions and date upon which the Methodology is based, including student generation ratios, and attendance area boundaries;

b. Statutory changes or changes in the Methodology, including the School Planning Standards, and in District policies related to acquisition or construction of school sites and facilities; and

c. Any recommended modifications to Fair Contribution for Public School Sites land areas or amounts included in the Methodology.

10.2 After receipt of the report, the Town shall review it, considering those matters listed in the previous subsection, and complete its review within 90 days of receipt.

10.3 The District shall establish and maintain a separate accounting system to ensure that all Fair Contribution for Public School Sites funds are used according to this Intergovernmental Agreement.

10.4 The District shall cause an audit to be performed annually of the Fair Contribution for Public School Sites funds it receives, uses, or expends under this Intergovernmental Agreement. The audit shall be conducted according to the generally accepted accounting principles for governmental entities. A copy of said audit shall be furnished to the Town. The cost of the audit shall be paid for by the District.

10.5 At any time the Town deems necessary, the District shall honor the Town's request for an accounting from the chief financial officer of the District concerning the District's use of the Fair Contribution for Public School Sites.

11. NOTICES. Any notice required by this Intergovernmental Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such

delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Town of Firestone
Attention: Town Manager
151 Grant Avenue
P.O Box 100
Firestone, CO 80520

St. Vrain Valley School District RE-1J
Att'n: Superintendent
395 South Pratt Parkway
Longmont, CO 80501

Notice given by mail shall be effective upon mailing.

12. INDEMNIFICATION. The parties agree to cooperate in the defense of any claim or civil action that may be brought contesting the validity or application of this Intergovernmental Agreement or the implementing ordinances. The District shall be responsible for its attorneys' fees and for the Town's reasonable attorneys' fees and costs and, to the extent allowed by law, for payment of any final monetary judgment and any fees and costs entered or awarded against the Town, in any such action. Upon receipt by the Town of any claim, or commencement of a civil action against the Town, the Town shall give the District prompt written notice thereof following which the parties agree to consult with each other regarding the claim and/or defense of the action and selection of counsel in connection therewith. Nothing contained in this Intergovernmental Agreement shall constitute any waiver for the Town or the District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive expiration and termination of the Intergovernmental Agreement, and be enforceable until all claims are precluded by statutes of limitation.

13. NO THIRD PARTY BENEFICIARIES. None of the terms, conditions, or covenants in this Intergovernmental Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the District receiving services or benefits under this Intergovernmental Agreement shall be only an incidental beneficiary.

14. FINANCIAL OBLIGATIONS. This Intergovernmental Agreement shall not be deemed a pledge of the credit of the Town or the District, or a collection or payment guarantee by the Town to the District. Nothing in this Intergovernmental Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.

15. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Intergovernmental Agreement.

16. COUNTERPARTS. This Intergovernmental Agreement may be executed in several counterparts and, as so executed, shall constitute one Intergovernmental Agreement, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this Intergovernmental Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.

17. **INTEGRATION AND AMENDMENT.** This Intergovernmental Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Intergovernmental Agreement may be amended only by an instrument in writing signed by the parties.

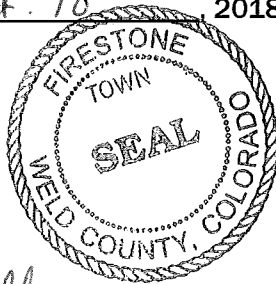
18. **EXHIBITS.** All exhibits referred to in this Intergovernmental Agreement are, by reference, incorporated in this Intergovernmental Agreement for all purposes.

19. **SEVERABILITY.** If any provision of this Intergovernmental Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Intergovernmental Agreement shall remain fully enforceable, and this Intergovernmental Agreement shall be interpreted in all respects as if such provision were omitted.

20. **WAIVER OF BREACH.** The waiver by any party to this Intergovernmental Agreement of a breach of any term or provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

21. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Intergovernmental Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder County.

22. **EFFECTIVE DATE:** Oct. 10 2018



TOWN OF FIRESTONE

By: Robbi Sindelen

Mayor

ATTEST:

Leah Vanarsdall

Town Clerk

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: Kate G. Smith 10-24-18

President of the Board of Education

ATTEST:

Jill Siequist for Amory Siscoe
Secretary to the Board of Education

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.f

Discussion/Action

Meeting Date: May 8, 2024

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Ordinance 1042: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING RESIDENCY DISTANCE RESTRICTIONS UPON SEX OFFENDERS FROM DESIGNATED LOCATIONS WITHIN THE TOWN OF FIRESTONE AND DECLARING AN EMERGENCY

RECOMMENDATION

Staff recommends approval of Ordinance 1042 as an emergency ordinance.

SUMMARY

Ordinance No. 1042 enacts residency distance restrictions upon sex offenders within the Town of Firestone from designated locations. Sex offenders shall not reside within 1,000 feet of schools; licensed child care centers, child care facilities, and family child care homes; school bus stops; parks including athletic fields and playgrounds; recreational trails; open spaces; swimming pools or splash parks; libraries; churches; and recreation or community centers.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On March 24, 2024, the Board of Trustees adopted as an emergency Ordinance 1041 which enacted residency restrictions on sex offenders in the Town of Firestone, limiting the maximum number of sex offenders residing at a single residence.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Ordinance 1042 - Sex Offender Distance Restrictions

ORDINANCE NO. 1042

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING RESIDENCY DISTANCE RESTRICTIONS UPON SEX OFFENDERS FROM DESIGNATED LOCATIONS WITHIN THE TOWN OF FIRESTONE AND DECLARING AN EMERGENCY

WHEREAS, on March 24, 2024, the Board of Trustees adopted Ordinance No.1041 which imposed residency requirements upon sex offenders; and

WHEREAS, in accordance with the 2023 Annual Report of Colorado Department of Corrections Lifetime Supervision of Sex Offenders the agency expressed concern that there is an increasing risk to the public as the number of sex offenders both incarcerated and in communities is rising while the number of approved treatment providers is rapidly decreasing; and

WHEREAS, the Department of Corrections Sex Offender Management Board's February 1, 2024, Treatment Solutions Work Group Report, notes that there are insufficient resources for treatment of convicted sex offenders due to the volume of admissions and staffing shortages which creates significant community and public safety concerns and given that crimes of sex offenders often involve sexual assault of children there is a heightened community safety interest; and

WHEREAS, the Board of Trustees is concerned that the issues brought forward by the State agencies and the increasing number of sex offenders in the Town present a risk to the public, particularly the youth in the community; and

WHEREAS, to reduce such risk the Board of Trustees desires to impose residency restrictions upon sex offenders' proximity to locations frequented by the Town's youth.

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

Section 1. Title 16 Firestone Development Code ("FDC") of the Firestone Municipal Code Chapter 13 entitled "Sex Offender Residency Restrictions" is amended to read as follows;

Sec. 16.13.(3)(1) It shall be unlawful for any sex offender to reside within one-thousand feet of any public, private, charter, or parochial school, state or local licensed child care center, child care facility, family child care homes, school bus stops designated by the school's District, any public or neighborhood parks including athletic fields and playgrounds, public recreational trails, designated open spaces, swimming pools or splash parks excluding those located upon private residences, libraries, churches and recreation or community centers.

(2) The distance separation determination shall be made by measurement of a straight line from the outer property line or boundary of the designated location to the nearest point of the property of the sex offender's residence. Geographic Information System (GIS) data regarding the locations shall be *prima facie* evidence of the actual distance.

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

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. In accordance with C.R.S. 31-11-105(1) given the States concerns as stated in this ordinance that as the result of the increasing number of sex offenders and insufficient resources for treatment of sex offenders there exists significant community and public safety concerns particularly to children in the community this ordinance is necessary for the immediate preservation of the public peace, health or safety and upon the affirmative vote of three-fourths of the members of the Board of Trustees it shall be adopted as an emergency ordinance and in effect immediately upon adoption.

INTRODUCED, READ, ADOPTED, AND APPROVED AS AN EMERGENCY
ORDINANCE this 8th day of May 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Interim Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.g

Discussion/Action

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Process to fill Board of Trustees Vacancy

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.a

Executive Session

Meeting Date: May 8, 2024

Initiated By:

Department: Administration

AGENDA ITEM

An executive session pursuant to C.R.S. 24-6-402(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding a development agreement for a parcel of property within the Town.

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None