



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

June 12, 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 the May 15, 2024 Board of Trustees Special Meeting Minutes
 - b. Approval of the May 29, 2024 Board of Trustees Special Meeting Minutes
 - c. Reappointment of Julie Pasillas and Dave Lindsay to the St. Vrain Water Authority Board of Directors
 - d. **Resolution 24-58**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A VENDORS SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RECDESK LLC FOR RECREATION MANAGEMENT SOFTWARE
 - e. **Resolution 24-61**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DENMORE FILING NO. 3; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 3 SUBDIVISION

* 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. **Resolution 24-62:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DENMORE FILING NO. 4; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 4 SUBDIVISION

6. Presentation

- a. 2023 Audit
- b. Town Clerk Swearing In

7. 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
- d. **PUBLIC HEARING: Ordinance 1043:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE BAREFOOT LAKES OUTLINE DEVELOPMENT PLAN

8. Discussion/Action

- a. **Resolution 24-60:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SITE SERVICES DRILLING LLC REGARDING THE SOUTH PLATTE RECHARGE STATION NO. 1 PHASE 1 EXPLORATION DRILLING SERVICES

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

- b. **Resolution 24-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2024 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2024.
- c. **Resolution 24-63:** RESOLUTION A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN OIL AND GAS LEASE BETWEEN THE TOWN OF FIRESTONE AND KERR-MCGEE OIL & GAS ONSHORE LP
- d. Appointment of Finance Committee Member
- e. Appointment of New Board of Trustees Member

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

10. Reports

- a. Staff
 - 10.a.i.** 4th at Firestone Update
 - 10.a.ii.** April & May Monthly Financial Reports
- b. Mayor
- c. Trustees

11. Adjournment

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

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: June 12, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the May 15, 2024 Board of Trustees Special 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:
N/A

ATTACHMENTS

1. May 15, 2024 Board of Trustees Special Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
May 15, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Special Meeting on May 15, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

Mayor: Don Conyac Jr.

Mayor Pro-tem: Frank A. Jimenez- **EXCUSED**

Trustees: Linda J. Haney
Ray Byrd
Matt Holcomb
Lorna Morton

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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Morton, **second** by Trustee Haney, to Approve the Agenda, All in Favor, **Motion carried.**

4. Peace Officers Memorial Day

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

Pat Conner, a Firestone resident, provided public comment regarding the May 8, 2024 Board of Trustees meeting and schools in the Town of Firestone.

6. Consent Agenda

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve the Consent Agenda
Roll Call Vote:

Yes: Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

- a. Approval of the May 8, 2024 Board of Trustees Regular Meeting Minutes
- b. **RESOLUTION 24-56:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF RECREATION EQUIPMENT BY THE TOWN'S PUBLIC WORKS DEPARTMENT
- c. **Resolution 24-55:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND NORTHSTAR CONCRETE INC FOR THE TOWN'S CDBG HISTORIC FIRESTONE ADA RAMP PROJECT
- d. Re-Appointment of the Finance Committee Members

7. Proclamation

- a. Public Works Week

8. Presentation

- a. Scholarship Presentation
- b. Flight 629 Group Memorial
- c. CIRSA Training

9. Discussion/Action

- a. **RESOLUTION 24-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND MAGUIRE IRON INC FOR THE INSTALLATION OF SAFETY IMPROVEMENTS AT THE TOWN OF FIRESTONES WATER TOWER

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **RESOLUTION 24-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,

COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND MAGUIRE IRON INC FOR THE INSTALLATION OF SAFETY IMPROVEMENTS AT THE TOWN OF FIRESTONES WATER TOWER

Roll Call Vote:

Yes: Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

b. CVPRD Proposal for a recreation center site in Central Park

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

There was no one present who wished to provide public comment.

11. Reports

a. Staff

i 1st Quarter Financial Report

b. Mayor

Mayor Conyac reported on the opening of an application for the Finance Committee Member position. Mayor Conyac would also like to start events in the park.

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.

Motion by Trustee Morton, **second** by Trustee Byrd, to go into 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.

Roll Call Vote:

Yes: Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

Opened: 9:12 PM

Closed: 9:52 PM

- b. An executive session pursuant to C.R.S. 24-6-402 (4)(f)(I) for a personnel matter regarding staffing for the Town Attorney's office.

Motion by Trustee Byrd, **second** by Trustee Morton, to go into an executive session pursuant to C.R.S. 24-6-402 (4)(f)(I) for a personnel matter regarding staffing for the Town Attorney's office.

Roll Call Vote:

Yes: Trustee Haney, Trustee Morton, Trustee Byrd

No: Trustee Holcomb

Abstain: None

Motion carried.

Opened: 9:52 PM

Closed: 9:50 PM

13. Adjournment

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve Adjournment, All in Favor, **Motion carried.**

Introduced and Approved on the 12 day of June 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: June 12, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the May 29, 2024 Board of Trustees Special 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:
N/A

ATTACHMENTS

1. May 29, 2024 Board of Trustees Special Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
May 29, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Special Meeting on May 29, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:01 PM.

The following were present upon the call of the roll:

Mayor: Don Conyac
Mayor Pro-tem: Frank A. Jimenez
Trustees: Linda J. Haney
Ray Byrd
Matt Holcomb
Lorna Morton

Staff: **Present:** Raelynn Ferrera, Assistant Town Manager; David Angelo, Chief of Police; Eric DeBolt, IT Manager; Miriam Luna Gonzalez, Interim Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney.

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

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

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

There was no one present who wished to provide public comment.

5. Discussion/Action

- a. Interview Questions Discussion
- b. Interviews

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

7. **Reports**

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

8. **Adjournment**

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

Introduced and Approved the 12 of June 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.c

Consent Agenda

Meeting Date: June 12, 2024

Initiated By:

Department: Water & Community Resources

AGENDA ITEM

Reappointment of Julie Pasillas and Dave Lindsay to the St. Vrain Water Authority Board of Directors

RECOMMENDATION

Staff recommends the Board of Trustees reappoint Julie Pasillas and Dave Lindsay to serve 3-year terms on the Board of Directors of the St. Vrain Water Authority.

SUMMARY

The St. Vrain Water Authority's Establishing Contract allows members to appoint persons to serve on the Board of Directors based on the Member's initial reserved system capacity. The Town of Firestone is entitled to four of the five Director positions. The standard term of Directors is three years and is staggered so that no more than two positions will ever expire. The second terms of Julie Pasillas (President of the Board) and Dave Lindsay (Secretary) are expiring, so the Town must take action to appoint two positions.

FINANCIAL CONSIDERATIONS

None.

HISTORY AND PREVIOUS BOARD ACTION

On April 24, 2019, the Board of Trustees approved Resolution 19-17, approving the St Vrain Water Authority Establishing Contract, and appointed Julie Pasillas and Dave Lindsay to initial 2-year terms on the Board of Directors.

On June 23, 2021, the Board of Trustees approved the reappointment of Julie Pasillas and Dave Lindsay to an additional 3-year term of the Board of Directors.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: June 12, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-58: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A VENDORS SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RECDESK LLC FOR RECREATION MANAGEMENT SOFTWARE

RECOMMENDATION

Staff recommends approval of Resolution 24-58, authorizing the execution of the Vendor Service Agreement with RecDesk, LLC for recreational management software services and authorizing staff to expend funds.

SUMMARY

The proposed resolution is for a Vendor Service Agreement to secure recreation management software. This is part of the next phase of the transition from Town-owned fields and facilities managed and programmed by the Carbon Valley Parks and Recreation District (CVPRD) to the Town of Firestone.

Staff reviewed several recreation management software companies and determined that RecDesk, LLC would provide the best recreational management features for the Town's transition into full in-house management and programming of Town-owned fields and facilities.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$3,400.00. Sufficient funds were budgeted in 2024 in the Parks Division Budget.

HISTORY AND PREVIOUS BOARD ACTION

During the 2024 budget work sessions with the Board of Trustees, staff presented these expenses as part of the Parks Division budget.

At the September 27, 2023, Board of Trustees meeting, Staff provided an update regarding CVPRD and Town parks and recreation facilities reservations to the Board, and on February 14, 2024, the Board approved Resolution 24-20 approving an athletic field and facilities use and fee agreement between the Town and CVPRD.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Res 24-58 RecDesk LLC Vendor Service Agreement
2. Vendor Services Contract-RecDesk
3. RecDesk Updated Quote- Firestone, CO

RESOLUTION NO. 24-58

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A VENDOR SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RECDESK LLC
FOR RECREATION MANAGEMENT SOFTWARE**

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone's Board of Trustees include the power to control the finances of the Town, appropriate money for municipal purposes, and provide for payment of municipal expenses; and

WHEREAS, the Water and Community Resources Department ("WCRD") has determined it is in need of recreation management software; and

WHEREAS, WCRD requested demos and quotes from various recreation management software vendors and RecDesk LLC was deemed the lowest responsive and responsible provider.

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

The Vendor Services Agreement between the Town of Firestone and RecDesk LLC for recreation management software 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 12th day of June, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT FOR VENDOR 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 **RECDESK, LLC** an independent contractor with a principal place of business at 300 Plaza Middlesex Middletown, CT 06457 ("Vendor") and provides services as follows:

I. SCOPE OF SERVICES

A. Vendor shall furnish and/or perform all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated.

B. A change in the Scope of Services shall not be effective unless authorized as modification to this Agreement. If Vendor proceeds without such written authorization, Vendor 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 Vendor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. The Town may terminate this Agreement upon 30 days advance written notice. The Town shall pay Vendor for all work previously authorized and completed prior to the date of termination. If, however, Vendor 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 Vendor, the Town shall pay Vendor \$3,400.00. This amount shall include all fees, costs and expenses incurred by Vendor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Vendor shall submit an invoice, which shall be paid by the Town at the conclusion of services or within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Vendor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite professional licenses in good standing, required by law. The work and services to be performed by Vendor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. Because the Town has hired Vendor for its professional expertise, Vendor agrees not to employ sub Vendors to perform any work except as expressly set forth in the Scope of Services.

V. INDEPENDENT CONTRACTOR

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

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

VI. INSURANCE

A. Vendor 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 Vendor pursuant to this Agreement.

B. Vendor agrees to provide proof of insurance to the Town upon contract execution. The policy shall name the Town as additional insured for general liability.

C. Any Vendor not required by law to procure and maintain minimum insurance shall agree that the Town has no insurance coverage that would extend to the Vendor or sub Vendor or any other person performing duties for the Vendor pursuant to this Agreement.

VII. INDEMNIFICATION

A. Vendor 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 Vendor, any sub Vendor of Vendor, or any officer, employee, representative, or agent of Vendor, or which arise out of a worker's compensation claim of any employee of Vendor or of any employee of any sub Vendor of Vendor.

VIII. CHANGE ORDERS

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

IX. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

-
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
 - D. 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.
 - E. Modification. This Agreement may only be modified upon written Agreement of the Parties.
 - F. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, and employees.
 - G. 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.
 - H. 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:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

RECDESK, LLC

By: _____



EXHIBIT A SCOPE OF SERVICES

Vendor's Duties During the term of this Agreement, Vendor shall provide the following features, as directed by the Town:

- Online Registration
- Program Management
- Facility Reservations & Scheduling
- League Management & Scheduling
- Credit Card Processing
- Essential Website +1 custom
- page(s)
- POS (Point of Sale)
- Master Calendar
- Email Marketing Tools
- Membership Management/Check-ins
- Financial Management/Reporting
- Invoicing/Billing
- Fully Hosted
- Includes Training
- Unlimited users/seats

QUOTE



Better by Design. Simple by Nature.

Date: April 30th, 2024
Quote # 0024674
Expiration Date: 7/31/2024

RecDesk Software
300 Plaza Middlesex
Middletown, CT 06457

To Firestone, CO
Attn: Julie Pasillas
Customer ID : n/a

Provided By: Mitch Stringer
817-999-5724
mitch.stringer@recdesk.com

QTY	ITEM #	DESCRIPTION	PRICE		TOTAL
1	RecDesk Annual Subscription**	Online Registration Program Management Facility Reservations & Scheduling League Management & Scheduling Credit Card Processing Essential Website +1 custom page(s) POS (Point of Sale) Master Calendar Email Marketing Tools Membership Management/Check-ins Financial Management/Reporting Invoicing/Billing Fully Hosted Includes Training Unlimited users/seats No per-transaction costs *** *** The first \$50k USD in transactions processed through the system is included in the base price above. If more than \$50k USD worth of transactions are processed through RecDesk in a given subscription year, those in excess of \$50k USD will be assessed a .75% transaction fee – billed quarterly.	\$3400 USD		\$3400 USD
YEAR 1 TOTAL					\$3400 USD

Quote prepared by Mitch Stringer. To accept this quotation, sign here and return: _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: June 12, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-61: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DENMORE FILING NO. 3; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 3 SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 24-61, a resolution approving the Denmore Filing No. 3 Final Plat application with the following conditions:

1. All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
2. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
3. Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
4. Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
5. Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
6. Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
7. Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

SUMMARY

The Denmore Filing No. 3 Final Plat proposes 37 single-family attached residential lots and 5 tracts for access, landscaping, and drainage purposes, on approximately 3.616 acres.

The Denmore property is located on the north side of Firestone Boulevard, west of Frontier Street.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Denmore property was annexed and zoned by the Town in July 2022. The Denmore preliminary plat was approved by the Town in January 2023.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-61
2. Denmore Filing 3 Final Plat
3. Denmore Filing 3 Draft Subdivision Agreement

RESOLUTION NO. 24-61

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DENMORE FILING NO. 3; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 3 SUBDIVISION

WHEREAS, TPH Firestone Trail, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado, legally described as Tracts U and V, Denmore Filing No. 1, Town of Firestone, County of Weld, State of Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Denmore Filing No. 3” (the “Final Plat”); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 23-17 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Denmore Filing No. 3 Subdivision Development Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

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

Section 2. The Board of Trustees hereby approves the final plat for Denmore Filing No. 3, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.
- (b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
- (c) Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

- (d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
- (e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
- (f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
- (g) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Denmore Filing No. 3 Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the final plat Denmore Filing No. 3 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Planning and Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Denmore Filing No. 3 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Denmore Filing No. 3
Final Plat

EXHIBIT B
Denmore Filing No. 3
Subdivision Development Agreement

BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23-_____

KNOW ALL MEN BY THESE PRESENTS: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, BEING THE OWNER OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

TRACTS U AND V,
DENMORE FILING NO. 1, RECEPTION NO. 4928429.

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 DENMORE FILING NO. 3, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO EASEMENTS FOR THE PURPOSES AS SHOWN AND DESCRIBED HEREON.

IN WITNESS WHEREOF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, HAS CAUSED ITS NAME TO BE
HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____.

BY: _____, AS _____

STATE OF _____)
COUNTY OF _____)SS

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

BY: _____, AS _____ OF TRI POINTE HOMES HOLDINGS,
INC., A DELAWARE CORPORATION.

MY COMMISSION EXPIRES _____, _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

THIS IS TO CERTIFY THAT THE PLAT OF DENMORE FILING NO. 3 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

ATTEST: _____
TOWN CLERK

THE DEDICATION OF TRACT(S) A, B, C, D, AND E ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE
_____ METROPOLITAN DISTRICT.

METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

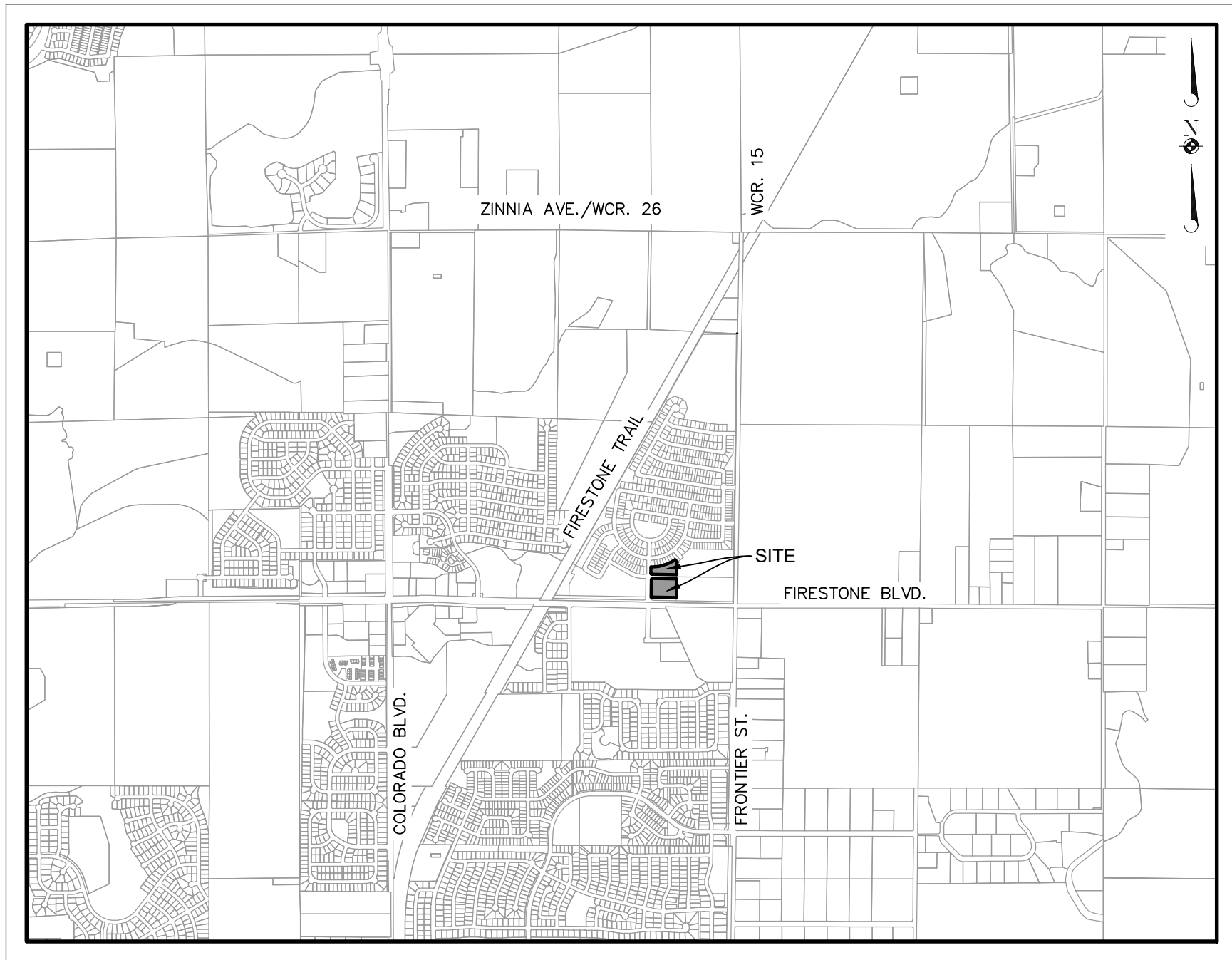
STATE OF _____)
) SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__ BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

 $(1'' = 2000')$

<i>TRACT SUMMARY CHART</i>					
TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	25,880	0.594	LANDSCAPE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT B	5,760	0.132	LANDSCAPE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT C	2,520	0.058	PRIVATE ALLEY ACCESS / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT D	29,242	0.671	PRIVATE ALLEY ACCESS / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT E	21,833	0.501	LANDSCAPE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT

TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	37	1.717	47.48%
TRACTS		1.899	52.52%
TOTAL	37	3.616	100.00%

LAND DEDICATION REQUIREMENTS						
	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 3 (ACRES)	PROVIDED AREA (ACRES) ⁽¹⁾	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FROM PREVIOUS FILINGS	REMAINING AREA FOR FUTURE FILINGS
PARK LAND DEDICATION						
POCKET PARKS	5 ACRES/1,000 RESIDENTS	0.057			0.224	0.167
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	0.343		0.343		
COMMUNITY PARK ⁽²⁾	5 ACRES/1,000 RESIDENTS	0.572		0.572		
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	1.601			8.329	6.728

1. PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1&2.
2. ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

1. 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 CERTIFICATION SHOWN HEREON.

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-408, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABC25195731, WITH A COMMITMENT/EFFECTIVE DATE OF JANUARY 25, 2022 AT 5:00 P.M.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT (1200/3937 METERS) AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°48'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A NO. 6 REBAR WITH A 3" BRASS CAP, STAMPING ILLIGIBLE, IN MONUMENT BOX WITH ALL OTHER BEARINGS REFERENCED THERETO.
- FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08123C1895E WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016,
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 157,494 SQUARE FEET OR 3.616 ACRES, MORE OR LESS.
- SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
- A BLANKET, PERPETUAL EASEMENT OVER AND ACROSS ALL PEDESTRIAN TRAILS, PATHS, SIDEWALKS, TRACKS, AISLES, ROUTES OR PASSAGES INSTALLED UPON, ACROSS, OVER, THROUGH AND WITHIN TRACTS A-E IS DEDICATED AND GRANTED TO THE TOWN OF FIRESTONE FOR THE PURPOSE OF PUBLIC ACCESS TO SUCH IMPROVEMENTS AT ALL TIME AND FROM TIME TO TIME FOR ACTIVE AND PASSIVE RECREATIONAL USES.
- A PERPETUAL EASEMENT OVER, THROUGH, AND ACROSS ALL AREAS WITHIN TRACTS A-E, INCLUSIVE, IS DEDICATED AND GRANTED TO THE TOWN FOR DRAINAGE PURPOSES. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ARE FOR ACCESS, MAINTENANCE, AND EMERGENCY REPAIR ONLY. 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 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 COST 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 LOCATED THEREIN NOR RELIEVE THE OWNER OF ITS OBLIGATION AND PRIMARY RESPONSIBILITY TO MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION.
- THE UTILITY EASEMENTS DEDICATED TO THE TOWN ACROSS TRACT A-E ARE FOR INSTALLATION, OWNERSHIP, USE, OPERATION, REPAIR, AND MAINTENANCE OF ANY AND ALL UTILITY IMPROVEMENTS OR FACILITIES INSTALLED WITHIN SUCH AREAS. THE TOWN'S ACCEPTANCE OF THE UTILITY EASEMENTS SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY UTILITY IMPROVEMENTS OR FACILITIES.
- 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 OR TO THE 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.

I, MARK A. GABERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

MARK A. GABERT
COLORADO PLS NO. 38567
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 3
PHASE NO.	N/A
PREPARATION DATE	05/23/2023
REVISION DATE	10/20/2023
REVISION DATE	12/20/2023
REVISION DATE	03/01/24
REVISION DATE	05/07/24
GENERAL NOTES	SHEET 1 OF 4

DATE	REVISIONS	DRAWN BY
04/25/24	Comments from Town Attorney	MKW
03/01/24	Comments from Town of Firestone	MKW
12/20/23	Comments from Town of Firestone	MKW
10/20/23	Comments from Town of Firestone	MKW

Manhard
CONSULTING

6700 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph: 303.708.0500 manhard.com

Water Resource Management | Surveying & Geospatial Services | GIS
Civil Engineering | Construction Management | Construction Services | Management

DENMORE FILING NO. 3

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

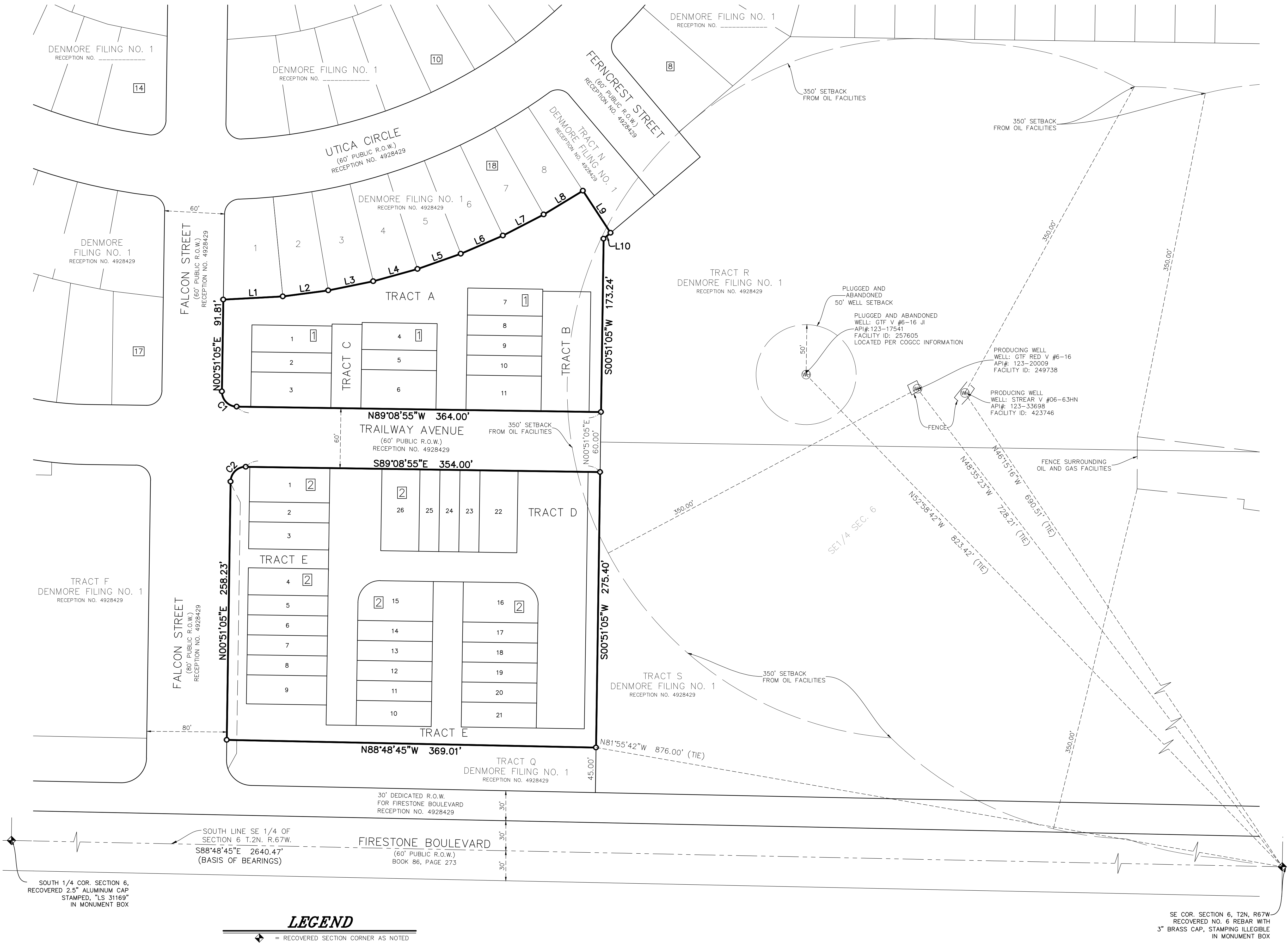
PROJ. MGR.: DJB
PROJ. ASSOC.: JAF
DRAWN BY: MKW
DATE: 05/23/23
SCALE: N/A

SHEET

1 OF 4
TPH.FSC001.00

DENMORE FILING NO. 3

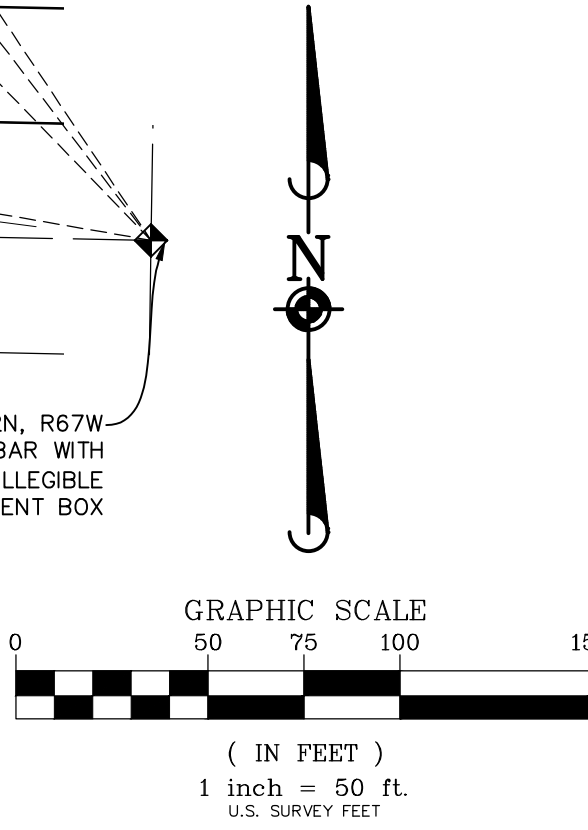
BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23-_____



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°58'44"E	59.55'
L2	N82°26'14"E	45.85'
L3	N78°29'08"E	45.85'
L4	N74°32'03"E	45.85'
L5	N70°34'58"E	45.85'
L6	N66°37'53"E	45.85'
L7	N62°40'48"E	45.85'
L8	N58°43'43"E	45.85'
L9	S33°14'50"E	50.38'
L10	S49°44'15"W	9.15'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	15.00'	23.56'	N44°08'55"W	21.21'
C2	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'

- LEGEND**
- ◆ = RECOVERED SECTION CORNER AS NOTED
 - 1 = SET 18" LONG NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "PLS 38567" FLUSH WITH GROUND
 - ☒ = BLOCK NUMBER
 - ⊙ = EX. WELL HEAD



FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 3
PHASE NO.	N/A
PREPARATION DATE	05/23/2023
REVISION DATE	10/20/2023
REVISION DATE	12/20/23
REVISION DATE	03/01/24
REVISION DATE	05/07/24
GENERAL NOTES	SHEET 1 OF 4

DENMORE FILING NO. 3

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ. MGR.: DJB

PROJ. ASSOC.: JAF

DRAWN BY: MKW

DATE: 05/23/23

SCALE: 1"=50'

SHEET

2 OF 4

TPH.FSC001.00

Manhard CONSULTING

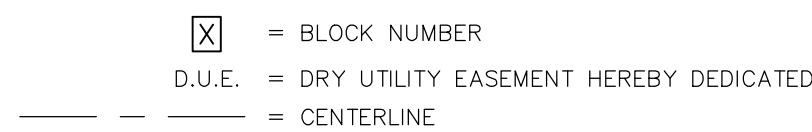
7600 East Orchard Road, Suite 100-A, Greenwood Village, CO 80111, phone: 303.709.0800, manhard.com

Civil Engineering | Surveying & Geospatial Services | GIS

Water Resource Management | Construction Management

DRAWN BY	
DATE	
REVISIONS	
05/23/23	Comments from Town Attorney
03/01/24	Comments from Town of Firestone
12/20/23	Comments from Town of Firestone
10/20/23	Comments from Town of Firestone

BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23- _____



PROJ. MGR.: DJB
 PROJ. ASSOC.: JAF
 DRAWN BY: MKW
 DATE: 05/23/23
 SCALE: 1"=20'

SHEET

3 OF 4

TPH.FSC001.00



Manhard
CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.705.0540 manhard.com
 Engineering Management & Construction Management
 Water Resources Management & Construction Management

DENMORE FILING NO. 3

BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23-

FALCON STREET
(60' PUBLIC R.O.W.)
RECEPTION NO. 4928429

TRAILWAY AVENUE
(60' PUBLIC R.O.W.)
RECEPTION NO. 4928429

TRACT R
DENMORE FILING NO. 1
RECEPTION NO. 4928429

TRACT D
29,242 S.F.
0.671 AC.

TRACT E
21,833 S.F.
0.501 AC.

TRACT Q
DENMORE FILING NO. 1
RECEPTION NO. 4928429

30' DEDICATED R.O.W.
FOR FIRESTONE BOULEVARD
RECEPTION NO. 4928429

350' SETBACK
FROM OIL FACILITIES

☒ = BLOCK NUMBER
D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
--- = CENTERLINE

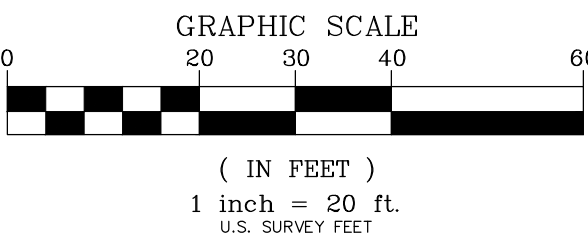
CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'

NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
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DATE	REVISIONS
04/25/24	Comments from Town Attorney
03/01/24	Comments from Town of Firestone
12/20/23	Comments from Town of Firestone
10/20/23	Comments from Town of Firestone



DENMORE FILING NO. 3

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ. MGR.: DJB
PROJ. ASSOC.: JAF
DRAWN BY: MKW
DATE: 05/23/23
SCALE: 1"=20'
SHEET
4 OF 4
TPH.FSC001.00

**DENMORE FILING 3
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, 9950 Park Avenue, Firestone, Colorado, 80504, hereinafter referred to as “Firestone” or “Town,” and **TPH Firestone Trail, LLC a Delaware Limited Liability Company**, 251 Little Falls Drive, Wilmington, Delaware, 19808, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for DENMORE Filing 3 (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

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

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

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

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

I. TOWN ADMINISTRATIVE OFFICIAL

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

II. DEVELOPMENT OBLIGATION AND COORDINATION

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

III. PUBLIC USE DEDICATION

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

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

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

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

A. Construction Standards

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

B. Engineering and Consulting Services

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

C. Plan Submission and Acceptance

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

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

D. Public Improvement Permits (“PIP”)

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

E. Licensing of Contractors and/or Subcontractors

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

F. Testing and Inspection

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

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

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

G. Rights-of-way, Easements and Permits

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

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

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

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

H. Street Improvements

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

I. Sidewalk Improvements

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

J. Street Signs, Traffic Signs, and Striping

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

K. Street Lights

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

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

L. Water Improvements

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

M. Wastewater Improvements

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

N. Drainage Improvements

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

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

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

O. Landscape Improvements

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

P. Utility Coordination and Installation

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

Q. Underdrains

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

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

R. Maintenance Definition

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

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

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

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

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

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

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

B. Maintenance of Improvements

1. Warranty

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

2. Maintenance of Improvements

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

C. Final Acceptance

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

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

D. Reimbursement to Firestone

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

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

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

B. Improvement Guarantee

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

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

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

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

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

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

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

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

5. **Building Permit Restrictions**

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

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

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

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

VII. OVERSIZING AND REIMBURSEMENT

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

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

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

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

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

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

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

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

B. Operation of Construction Equipment

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

IX. SPECIAL PROVISIONS

A. Denmore Filing 1 & 2 Public Improvements

All phases of the public improvements in the Denmore Filing 1 & 2 accepted construction plans shall have received initial acceptance prior to the release of any building permits in this Development.

B. Transportation

Owner shall construct the Frontier Streets improvements, as shown in the accepted Construction Plans. The Frontier Street improvements shall be operational prior to the issuance of any building permit.

C. Phasing Map (“Exhibit D”)

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

D. Parks and Open Space Dedication Requirements

1. *Pocket Park*. Owner has satisfied the Pocket Park standard characteristics on Tract L, as shown on the accepted construction plans for Denmore, Filing 1.
2. *Neighborhood Park*. Owner shall satisfy the neighborhood park land dedication requirement of 0.343 acres for the Development (“Neighborhood Park Land Dedication”) through: (a) payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C (“Land Value Fee-in-Lieu”); (b) payment of the Neighborhood Park Construction Fee, in accordance with Section 16.7.3.B.8 of Title 16 of the Code, and in the amount set forth in Exhibit C; and (c) payment of the Neighborhood Park Water Rights Dedication Fee, in accordance with Section 16.7.3.B.8 of Title 16 of the Code, and in the amount set forth in Exhibit C. Owner shall pay the Land Value Fee-in-Lieu, the Neighborhood Park Construction Fee, and the Neighborhood Park Water Rights prior to recordation of the Final Plat.
3. *Community Park*. Owner shall satisfy the community park land dedication requirement for the Development through payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C (“Community Park Land Value Fee-in-Lieu”). Owner shall pay the Community Park Land Value Fee-in-Lieu prior to recordation of the Final Plat.
4. *Open Space*. Owner has satisfied the Open Space dedication requirements through the dedication of Tract A, Denmore Filing No. 2 to the Town.

E. Installation of Parks, Landscaping and Trails

Owner shall design and construct Parks, Trails and Landscape on Tracts A, B, D, and E as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts A, B, D, and E.

F. Maintenance of Parks, Trails, Open Space and Landscaping
Tracts A, B, D, and E shall be maintained by the Obligated Entity.

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

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

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

J. Water Dedication
Based on information provided by the applicant on the accepted plans, the Town has determined that the amount of water to be dedicated to the Town, which is required as a condition of plat approval pursuant to Chapter 13.08.010 of the Firestone Municipal Code, to be ("Water Dedication"):

Irrigation Demand:	3.00 Acre-feet
Domestic Demand:	4.58 Acre-feet
Total Demand:	7.58 Acre-feet

The Town acknowledges that Owner has fulfilled the Water Dedication for the Development through payment of cash pursuant to that certain Native Water Credit Purchase Agreement, as amended, entered into between the Town and Owner ("Purchase Agreement"), and that under the Purchase Agreement, Owner shall be deemed to have dedicated water rights in the amount of 238 acre-feet, less 123.55 acre-feet from Filing 1 and 80.62 acre-feet from Filing 2, for the Development to the Town through such payment.

Notwithstanding Owner's performance under the Purchase Agreement, the Town shall at all times have the right to require additional amounts of water to be dedicated if actual consumption exceeds the Water Dedication. If the Town determines that additional water must be dedicated, the then-current owner shall provide the water, in a form solely determined by the Town, within 30 days of written notice by the Town. The additional dedication shall be based on the Town's then-current water dedication policies.

K. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District ("Exhibit F") shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.

2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

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

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

C. Insurance and Safety

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

D. Indemnification and Release of Liability

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

E. Recording Agreement

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

F. Binding Effect of Agreement

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

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations.

Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:

Town of Firestone
Town Manager

9950 Park Ave.
Firestone, CO 80504

William P. Hayashi
Hayashi & Macsalka, LLC
9035 Wadsworth Pkwy
Suite 3500
Westminster, CO 80021

Owner:

TPH Firestone Trail, LLC
Tri Pointe Homes Holdings, Inc.
a Delaware corporation its
managing member
251 Little Falls Drive
Wilmington, Delaware, 19808

Nicholas A. Doohar
Davis & Cerianai, P.C.
1600 Stout St Suite 1710
Denver, CO 80202

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

J. Force Majeure

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

K. Approvals

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

matter.

L. Previous Agreements

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

M. Title and Authority

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

N. Severability

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

O. Legal Fees; Venue

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

P. Agreement Status After Final Acceptance

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

Q. Enforceability

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: _____
Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
TPH Firestone Trail, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tri Pointe Homes Holdings, Inc. a Delaware corporation its managing member by _____ as _____ of TPH Firestone Trail, LLC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – DENMORE FILING 3 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

DENMORE Filing 3 Final Plat

EXHIBIT B

Public Improvement Schedule

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Fee In Lieu due Firestone:

1. <u>Neighborhood Park:</u>	
Land Value Fee-in-lieu:	\$15,993.17
Park Construction Fee:	\$117,300.00
Park Water Rights Fee:	\$49,148.70
Total:	\$182,441.87
2. <u>Community Park:</u>	
Land Value Fee-in-lieu:	\$26,655.28

EXHIBIT D

Phasing Plan

EXHIBIT E

Landscape Maintenance Map

EXHIBIT F

Metropolitan District Disclosure

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

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

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

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

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	15.038	322.57
SCHOOL DISTRICT	58.385	1,252.36
TOWN	6.805	145.97
FIRE	16.247	348.50
LIBRARY	3.181	68.23
METROPOLITAN DISTRICT	63	1,351.35
WATER (NCW)	1	21.45
WATER (ST. VRAIN LH)	1.406	30.16
SANITATION	0.373	8.00
TOTAL	165.435	3,548.59

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	15.038	322.57
SCHOOL DISTRICT	58.385	1,252.36
TOWN	6.805	145.97
FIRE	16.247	348.50
LIBRARY	3.181	268.23
WATER (NCW)	1	21.45
WATER (ST. VRAIN LH)	1.406	30.16
SANITATION	0.373	8.00
TOTAL	107	2,197.24

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, DENMORE Filing 3, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the DENMORE Filing 3 subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the DENMORE Filing 3 Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising DENMORE Filing 3. There may be ongoing oil and gas operation and production of oil and gas within DENMORE Filing 3, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of DENMORE Filing 3. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within DENMORE Filing 3, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising DENMORE Filing 3. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within DENMORE Filing 3 and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within DENMORE Filing 3 will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within DENMORE Filing 3 to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within DENMORE Filing 3.

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

to the extent it owns or becomes the owner of real property in DENMORE Filing 3, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23-_____

KNOW ALL MEN BY THESE PRESENTS: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, BEING THE OWNER OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

TRACTS U AND V,
DENMORE FILING NO. 1, RECEPTION NO. 4928429.

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 DENMORE FILING NO. 3, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO EASEMENTS FOR THE PURPOSES AS SHOWN AND DESCRIBED HEREON.

IN WITNESS WHEREOF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, HAS CAUSED ITS NAME TO BE
HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____.

BY: _____, AS _____

STATE OF _____)
COUNTY OF _____)SS

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

BY: _____, AS _____ OF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION.

MY COMMISSION EXPIRES _____, _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

THIS IS TO CERTIFY THAT THE PLAT OF **DENMORE FILING NO. 3** 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.

_____ ATTEST: _____
MAYOR TOWN CLERK

THE DEDICATION OF TRACT(S) A, B, C, D, AND E ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE _____ METROPOLITAN DISTRICT.

METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

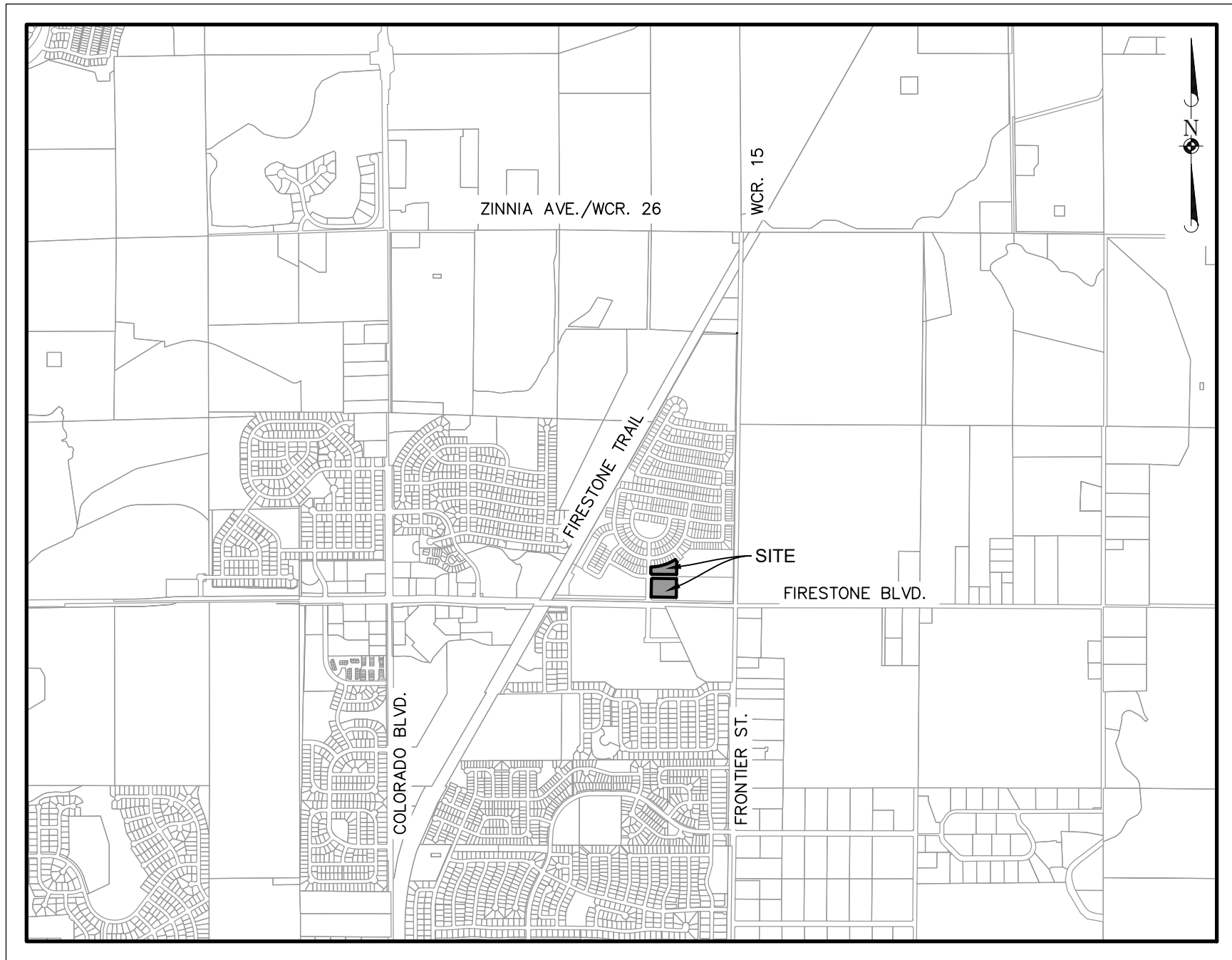
STATE OF _____)
) SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__ BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

 $(1'' = 2000')$

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	25,880	0.594	LANDSCAPE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT B	5,760	0.132	LANDSCAPE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT C	2,520	0.058	PRIVATE ALLEY ACCESS / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT D	29,242	0.671	PRIVATE ALLEY ACCESS / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT E	21,833	0.501	LANDSCAPE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT

TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	37	1.717	47.48%
TRACTS		1.899	52.52%
TOTAL	37	3.616	100.00%

LAND DEDICATION REQUIREMENTS						
	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 3 (ACRES)	PROVIDED AREA (ACRES) ⁽¹⁾	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FROM PREVIOUS FILINGS	REMAINING AREA FOR FUTURE FILINGS
PARK LAND DEDICATION						
POCKET PARKS	5 ACRES/1,000 RESIDENTS	0.057			0.224	0.167
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	0.343		0.343		
COMMUNITY PARK⁽²⁾	5 ACRES/1,000 RESIDENTS	0.572		0.572		
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	1.601			8.329	6.728

1. PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1&2.
2. ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

1. **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 CERTIFICATION SHOWN HEREON.

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABC25195731, WITH A COMMITMENT/EFFECTIVE DATE OF JANUARY 25, 2022 AT 5:00 P.M.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT (1200/3937 METERS) AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°48'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A NO. 6 REBAR WITH A 3" BRASS CAP, STAMPING ILLEGIBLE, IN MONUMENT BOX WITH ALL OTHER BEARINGS REFERENCED THERETO.
- FLOODPLAIN:** THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08123C1895E WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016.
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 157,494 SQUARE FEET OR 3.616 ACRES, MORE OR LESS.
- SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
- A BLANKET, PERPETUAL EASEMENT OVER AND ACROSS ALL PEDESTRIAN TRAILS, PATHS, SIDEWALKS, TRACKS, AISLES, ROUTES OR PASSAGES INSTALLED UPON, ACROSS, OVER, THROUGH AND WITHIN TRACTS A-E IS DEDICATED AND GRANTED TO THE TOWN OF FIRESTONE FOR THE PURPOSE OF PUBLIC ACCESS TO SUCH IMPROVEMENTS AT ALL TIME AND FROM TIME TO TIME FOR ACTIVE AND PASSIVE RECREATIONAL USES.
- A PERPETUAL EASEMENT OVER, THROUGH, AND ACROSS ALL AREAS WITHIN TRACTS A-E, INCLUSIVE, IS DEDICATED AND GRANTED TO THE METRO DISTRICT FOR DRAINAGE PURPOSES.
- THE UTILITY EASEMENTS DEDICATED TO THE TOWN ACROSS TRACT A-E ARE FOR INSTALLATION, OWNERSHIP, USE, OPERATION, REPAIR, AND MAINTENANCE OF ANY AND ALL UTILITY IMPROVEMENTS OR FACILITIES INSTALLED WITHIN SUCH AREAS. THE TOWN'S INSTALLATION, USE, OPERATION, REPAIR, AND MAINTENANCE OF ANY UTILITY IMPROVEMENTS OR FACILITIES SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY UTILITY IMPROVEMENTS OR FACILITIES.
- 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 OR FACILITIES INSTALLED WITHIN SUCH AREAS. THE TOWN'S INSTALLATION, USE, OPERATION, REPAIR AND MAINTENANCE OF ANY DRAINAGE IMPROVEMENTS OR FACILITIES SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS OR FACILITIES. 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 LENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN SAID EASEMENT 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.

I, MARK A. GABERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

MARK A. GABERT
COLORADO PLS NO. 38567
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 3
PHASE NO.	N/A
PREPARATION DATE	05/23/2023
REVISION DATE	10/20/2023
REVISION DATE	12/20/23
REVISION DATE	03/01/24
GENERAL NOTES	SHEET 1 OF 4

[illegible]

Manhard
CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph-303.708.0500 manhard.com

Water Resource Management | Surveying & Geospatial Services | GIS
Civil Engineering | Management | Construction Management

DENMORE FILING NO. 3

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

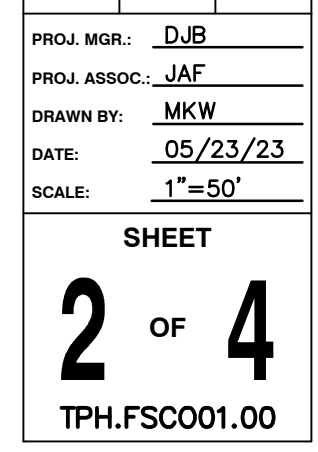
FINAL PLAT

PROJ. MGR.: DJB
PROJ. ASSOC.: JAF
DRAWN BY: MKW
DATE: 05/23/23
SCALE: N/A

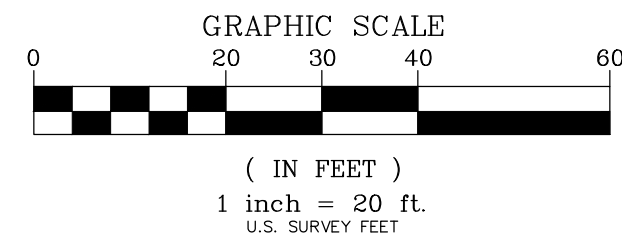
SHEET

1 OF 4
TPH.FSC001.00

BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23- _____



BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23- _____



FOR AND ON BEHALF OF

[illegible]

PROJ. MGR.: DJB
 PROJ. ASSOC.: JAF
 DRAWN BY: MKW
 DATE: 05/23/23
 SCALE: 1"=20'
 SHEET
3 OF **4**
 TPH.FSC001.00

BEING A REPLAT OF TRACTS U & V, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
37 LOTS, 5 TRACTS, 3.616 ACRES, FILE NO. FP-23-_____

N89°08'55"W 364.00'

350' SETBACK
FROM OIL FACILITIES

TRACT D
29,242 S.F.
0.671 AC.

N00°51'05"E 258.23'

☐ = BLOCK NUMBER
 D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
 ——— = CENTERLINE

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'

NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

FOR AND ON BEHALF OF

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 3
PHASE NO.	N/A
PREPARATION DATE	05/23/2023
REVISION DATE	10/20/2023
REVISION DATE	12/20/2023
REVISION DATE	03/01/24
GENERAL NOTES	SHEET 1 OF 4

DENMORE FILING NO. 3

FINAL PLAT

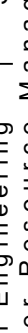
PROJ. MGR.: DJB
 PROJ. ASSOC.: JAF
 DRAWN BY: MKW
 DATE: 05/23/23
 SCALE: 1"=20'

SHEET

4 OF 4

TPH.FSC001.00

	DATE	REVISIONS	DRAWN BY
	03/01/24	Comments from Town of Firestone	MKW
	12/20/23	Comments from Town of Firestone	MKW
	10/20/23	Comments from Town of Firestone	MKW



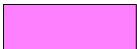
Manhard
CONSULTINGTM

7600 East Orchard Road, Suite 160-N, Greenwood Village, CO 80111 ph-303.708.0500 manhard.com
 Environmental Management • Construction Management • Project Management • Water Resource Management

**Exhibit B - Subdivision Improvement Agreement for
Denmore Filing 3 (On-Site)**

Note: All Costs Must Include Labor and Materials.			Filing 3	
Date: 1/16/2024			On-Site	
Description	Unit	Unit Cost	Quantity	Cost
Transportation				
Mobilization	EA	\$20,000.00	1	\$20,000.00
Curb & Gutter - Vertical no pan	LF	\$18.00	902	\$16,236.00
Concrete Sidewalk 4'	LF	\$45.00	659	\$29,665.21
Concrete Sidewalk 5'	LF	\$45.00	914	\$41,110.06
Concrete Driveway	SY	\$60.00	1,033	\$61,956.32
Concrete Alley	SY	\$70.00	3,209	\$224,649.51
Subgrade (1' beyond edge of pavement) - Alleys	SY	\$15.00	3,452	\$51,783.30
Public Signage	EA	\$500.00	18	\$9,000.00
Striping - White Line - 6" Solid	LF	\$1.60	540	\$864.00
Street Light	EA	\$5,500.00	2	\$11,000.00
Subtotal				\$466,264.40
Storm Drain				
Connect to Existing Storm	EA	\$9,500.00	2	\$19,000.00
Nyloplast Drainage Pipe 6"	LF	\$7.00	1,048	\$7,334.95
Nyloplast Drainage Pipe 12"	LF	\$16.00	559	\$8,948.64
Nyloplast Drainage Inlet 8"	EA	\$450.00	8	\$3,600.00
Nyloplast Drainage MH 8"	EA	\$450.00	9	\$4,050.00
Nyloplast Drainage MH 12"	EA	\$930.00	12	\$11,160.00
Subtotal				\$54,093.59
Water				
Connect to Existing Water Infrastructure	EA	\$2,500.00	5	\$12,500.00
Water Service 3/4"	EA	\$2,300.00	37	\$85,100.00
PVC Pipe (C900) 8"	LF	\$63.00	895	\$56,385.00
Bend 8"	EA	\$700.00	1	\$700.00
Valve 8"	EA	\$2,400.00	7	\$16,800.00
Tee 8"x8"	EA	\$1,110.00	2	\$2,220.00
Reducer 8"x6"	EA	\$750.00	3	\$2,250.00
Hydrant Assembly (Includes Tee, Valve, & DIP)	EA	\$7,200.00	5	\$36,000.00
Subtotal				\$211,955.00
Subtotal				\$732,312.99
Contingency				15% \$109,846.95
Total Improvements				\$842,159.93

LEGEND

-  IRRIGATED NATIVE SEED
-  NON IRRIGATED NATIVE SEED
-  SOD
-  SHRUB BED
-  DECIDUOUS TREE
-  EVERGREEN TREE
-  ORNAMENTAL TREE



Denmore Filing 3
Exhibit B
Landscape Cost Estimate

Date: March 7, 2024

TRACT SUMMARY			
Tract A Total	Subtotal:	\$	91,895.44
Tract B Total	Subtotal:	\$	4,942.88
Tract D Total	Subtotal:	\$	49,194.25
Tract E Total	Subtotal:	\$	106,292.95
	Subtotal:	\$	252,325.52
	15% Contingency	\$	37,848.83
DENMORE FILING 3 LANDSCAPE TOTAL		\$	290,174.35

Tract A				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading (Native Seed)	19,632	SF	\$ 0.20	\$ 3,926.32
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	13,887	SF	\$ 0.40	\$ 5,554.68
Sod	6,093	SF	\$ 2.00	\$ 12,185.00
Steel Edger	735	LF	\$ 6.00	\$ 4,408.20
Native Seed Mixture	19,632	SF	\$ 0.15	\$ 2,944.74
Evergreen Tree	12	EA	\$ 450.00	\$ 5,400.00
Ornamental Trees (1.5" Cal.)	7	EA	\$ 400.00	\$ 2,800.00
Deciduous Trees (2" Cal.)	14	EA	\$ 550.00	\$ 7,700.00
Shrubs (5 gal)	121	EA	\$ 43.00	\$ 5,203.00
Ornamental Grasses / Perennials (1 gal)	131	EA	\$ 15.00	\$ 1,965.00
Rock Mulch	7,794	SF	\$ 3.00	\$ 23,382.00
Irrigation	10,951	SF	\$ 1.50	\$ 16,426.50
			Tract A Total	\$ 91,895.44

Tract B				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	677	SF	\$ 0.40	\$ 270.88
Steel Edger	39	LF	\$ 6.00	\$ 234.60
Ornamental Trees (1.5" Cal.)	1	EA	\$ 400.00	\$ 400.00
Shrubs (5 gal)	15	EA	\$ 43.00	\$ 645.00
Ornamental Grasses / Perennials (1 gal)	23	EA	\$ 15.00	\$ 345.00
Rock Mulch	677	SF	\$ 3.00	\$ 2,031.60
Irrigation	677	SF	\$ 1.50	\$ 1,015.80
			Tract B Total	\$ 4,942.88

Tract D				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	8,123	SF	\$ 0.40	\$ 3,249.00
Sod	3,112	SF	\$ 2.00	\$ 6,223.80
Steel Edger	308	LF	\$ 6.00	\$ 1,848.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Deciduous Trees (2" Cal.)	10	EA	\$ 550.00	\$ 5,500.00
Shrubs (5 gal)	54	EA	\$ 43.00	\$ 2,322.00
Ornamental Grasses / Perennials (1 gal)	109	EA	\$ 15.00	\$ 1,635.00
Rock Mulch	5,011	SF	\$ 3.00	\$ 15,032.70
Irrigation	8,123	SF	\$ 1.50	\$ 12,183.75
			Tract D Total	\$ 49,194.25

Tract E				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading (Native Seed)	9,525	SF	\$ 0.20	\$ 1,905.00
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	14,651	SF	\$ 0.40	\$ 5,860.20
Sod	3,457	SF	\$ 2.00	\$ 6,913.80
Steel Edger	975	LF	\$ 6.00	\$ 5,852.40
Native Seed Mixture	9,525	SF	\$ 0.15	\$ 1,428.75
Evergreen Tree	8	EA	\$ 450.00	\$ 3,600.00
Ornamental Trees (1.5" Cal.)	12	EA	\$ 400.00	\$ 4,800.00
Deciduous Trees (2" Cal.)	4	EA	\$ 550.00	\$ 2,200.00
Shrubs (5 gal)	144	EA	\$ 43.00	\$ 6,192.00
Ornamental Grasses / Perennials (1 gal)	240	EA	\$ 15.00	\$ 3,600.00
Rock Mulch	11,194	SF	\$ 3.00	\$ 33,580.80
Irrigation	20,240	SF	\$ 1.50	\$ 30,360.00
			Tract E Total	\$ 106,292.95

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Phase	Description	Cost Estimate with 15% Contingency (See Exhibit B)	Owner/Developer		By Others		Town of Firestone	
			Percentage	Reimbursements due	Percentage	Reimbursements Due	Percentage	Reimbursements Due
FILING 3	On-Site Engineering	\$842,160	100%	\$842,160				
FILING 3	On-Site Landscape	\$290,174	100%	\$290,174				
Totals		\$1,132,334	\$1,132,334		\$0		\$0	

EXHIBIT C

FILING 3 - FEE IN LIEU SCHEDULE

PARK LAND DEDICATION	REMAINING AREA CASH-IN-LIEU (ACRES)	LAND APPRAISAL FAIR MARKET VALUE*	NEIGHBORHHOD PARK CONSTRUCTION FEES (PER ACRE)**	NEIGHBORHHOD PARK WATER RIGHTS FEE (PER ACRE)**	CASH-IN-LIEU FEES
NEIGHBORHOOD PARK	0.343	\$15,900	\$116,620	\$48,864	\$181,384
COMMUNITY PARK	0.572	\$26,516			\$26,516
TOTAL	0.915				\$207,900

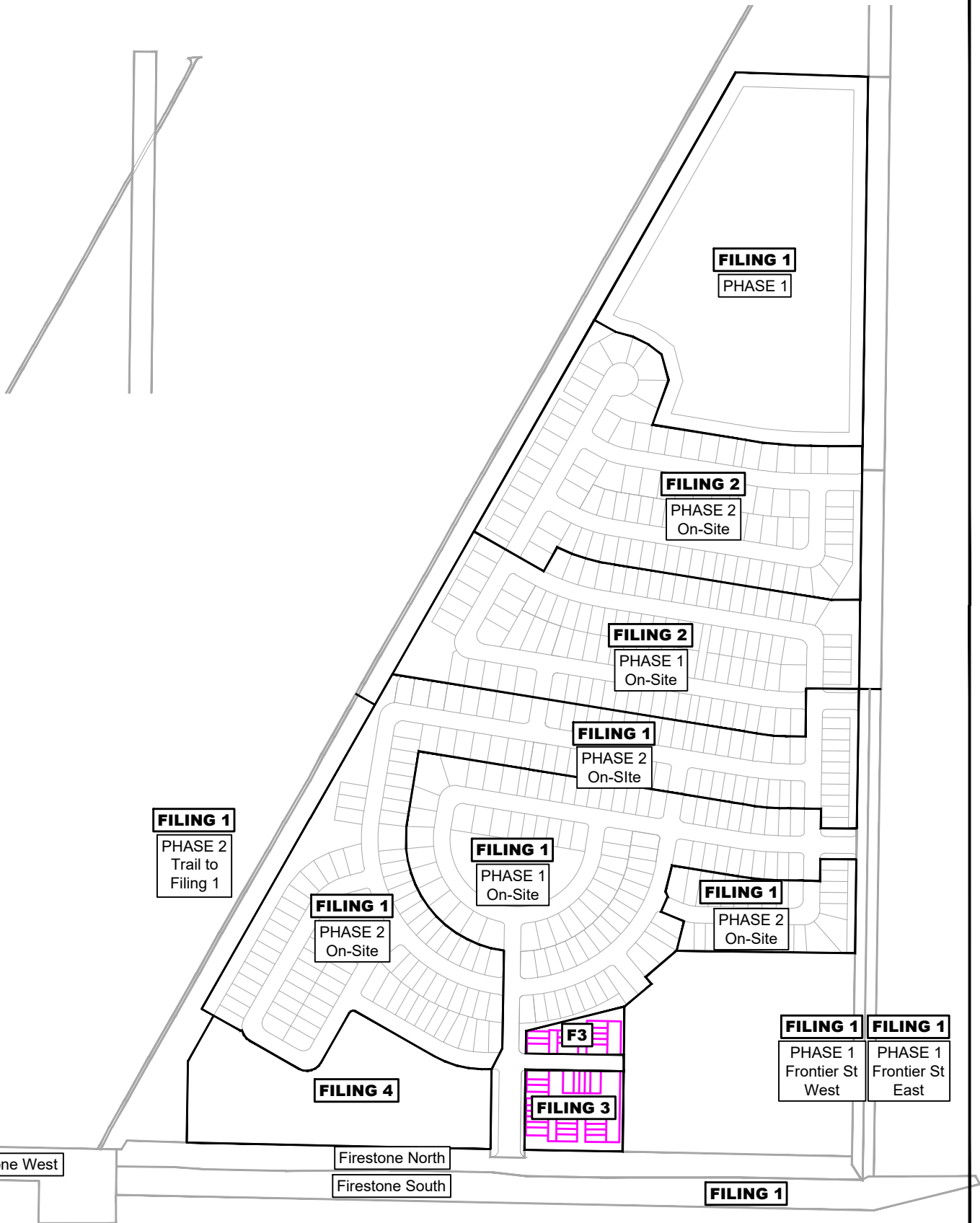
* LAND APPRAISAL FAIR MARKET VALUE = \$46,357 per acre

**NEIGHBORHOOD PARK FEES IS BASED ON:

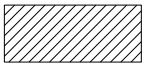
CONSTRUCTION \$340,000 PER ACRE

WATER RIGHTS \$142,460 PER ACRE

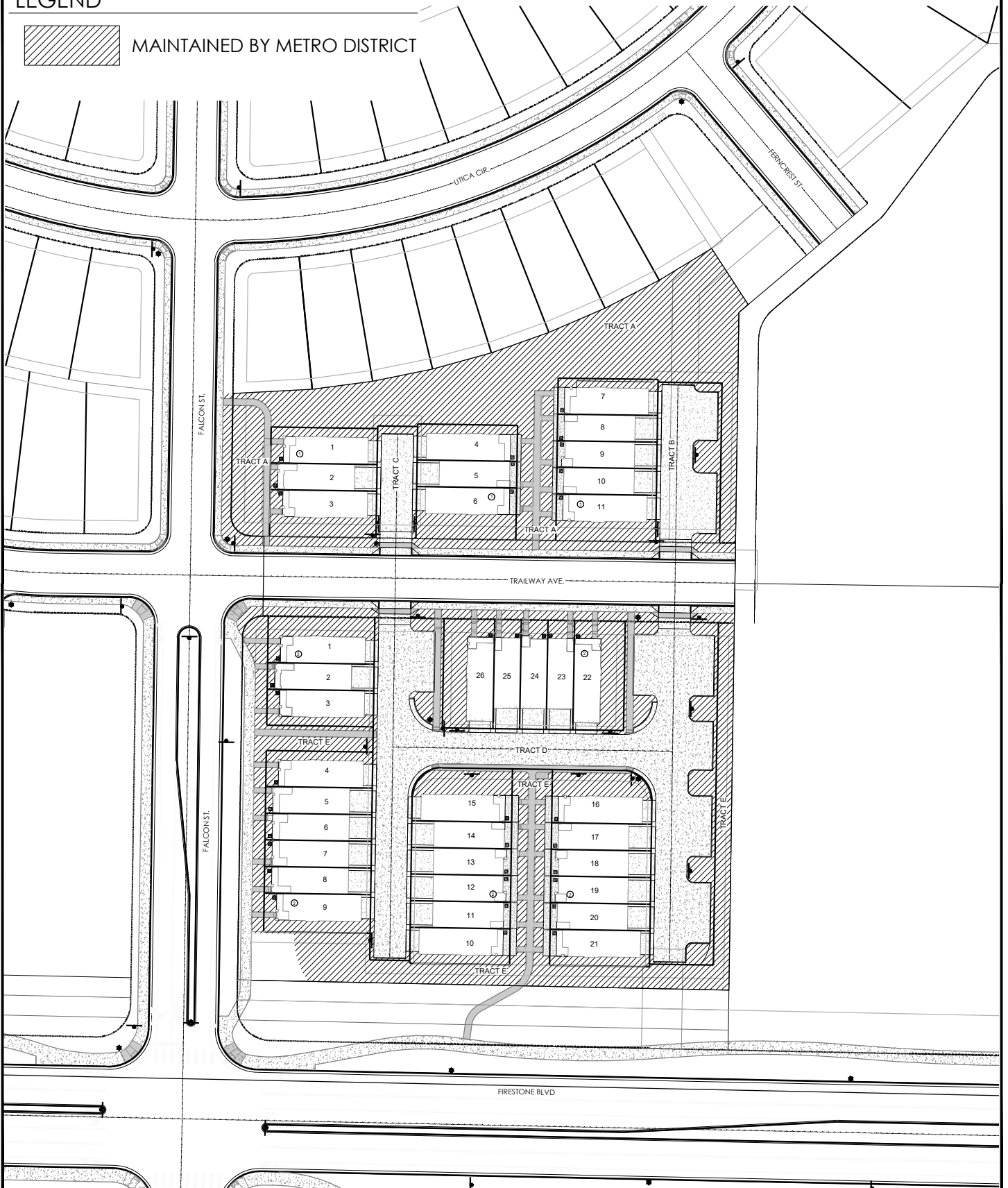
1/16/2024 9:33 AM ; X:\DENMORE\DOCUMENTS\ESTIMATES\PHASING MAP - FILING 3.DWG;



LEGEND



MAINTAINED BY METRO DISTRICT



**terraccina
design**

10200 E. Girard Ave, Ste A-314
Denver, CO 80231
ph: 303.632.8867

DENMORE F3 EXHIBIT E: LANDSCAPE MAINTENANCE MAP

TOWN OF FIRESTONE DATE: 3/7/2024



1" = 100'



**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: June 12, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-62: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DENMORE FILING NO. 4; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 4 SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 24-62, a resolution approving the Denmore Filing No. 4 Final Plat application with the following conditions:

1. All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
2. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
3. Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
4. Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
5. Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
6. Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
7. Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

SUMMARY

The Denmore Filing No. 4 Final Plat proposes 95 single-family attached residential lots, 13 single-family detached residential lots, and 8 tracts for access, landscaping, and drainage purposes, on approximately 9.981 acres.

The Denmore property is located on the north side of Firestone Boulevard, west of Frontier Street.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Denmore property was annexed and zoned by the Town in July 2022. The Denmore preliminary plat was approved by the Town in January 2023.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-62
2. Denmore Filing 4 Final Plat
3. Denmore Filing 4 Draft Subdivision Agreement

RESOLUTION NO. 24-62

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

WHEREAS, TPH Firestone Trail, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado, legally described as Tracts C, D and F, Denmore Filing No. 1, Town of Firestone, County of Weld, State of Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Denmore Filing No. 4” (the “Final Plat”); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 23-17 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Denmore Filing No. 4 Subdivision Development Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

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

Section 2. The Board of Trustees hereby approves the final plat for Denmore Filing No. 4, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.
- (b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
- (c) Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

- (d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
- (e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
- (f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
- (g) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Denmore Filing No. 4 Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the final plat Denmore Filing No. 4 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Planning and Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Denmore Filing No. 4 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Denmore Filing No. 4
Final Plat

EXHIBIT B
Denmore Filing No. 4
Subdivision Development Agreement

BEING A REPLAT OF TRACT C, D, AND F, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
108 LOTS, 8 TRACTS, 9.981 ACRES, FILE NO. FP-23-_____

KNOW ALL MEN BY THESE PRESENTS: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, BEING THE OWNER OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

TRACTS C, D, AND F,
DENMORE FILING NO. 1, RECEPTION NO. 4928429.

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 DENMORE FILING NO. 4, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO EASEMENTS FOR THE PURPOSES AS SHOWN AND DESCRIBED HEREON.

IN WITNESS WHEREOF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, HAS CAUSED ITS NAME TO BE
HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____.

BY: _____, AS _____

STATE OF _____)
COUNTY OF _____)SS

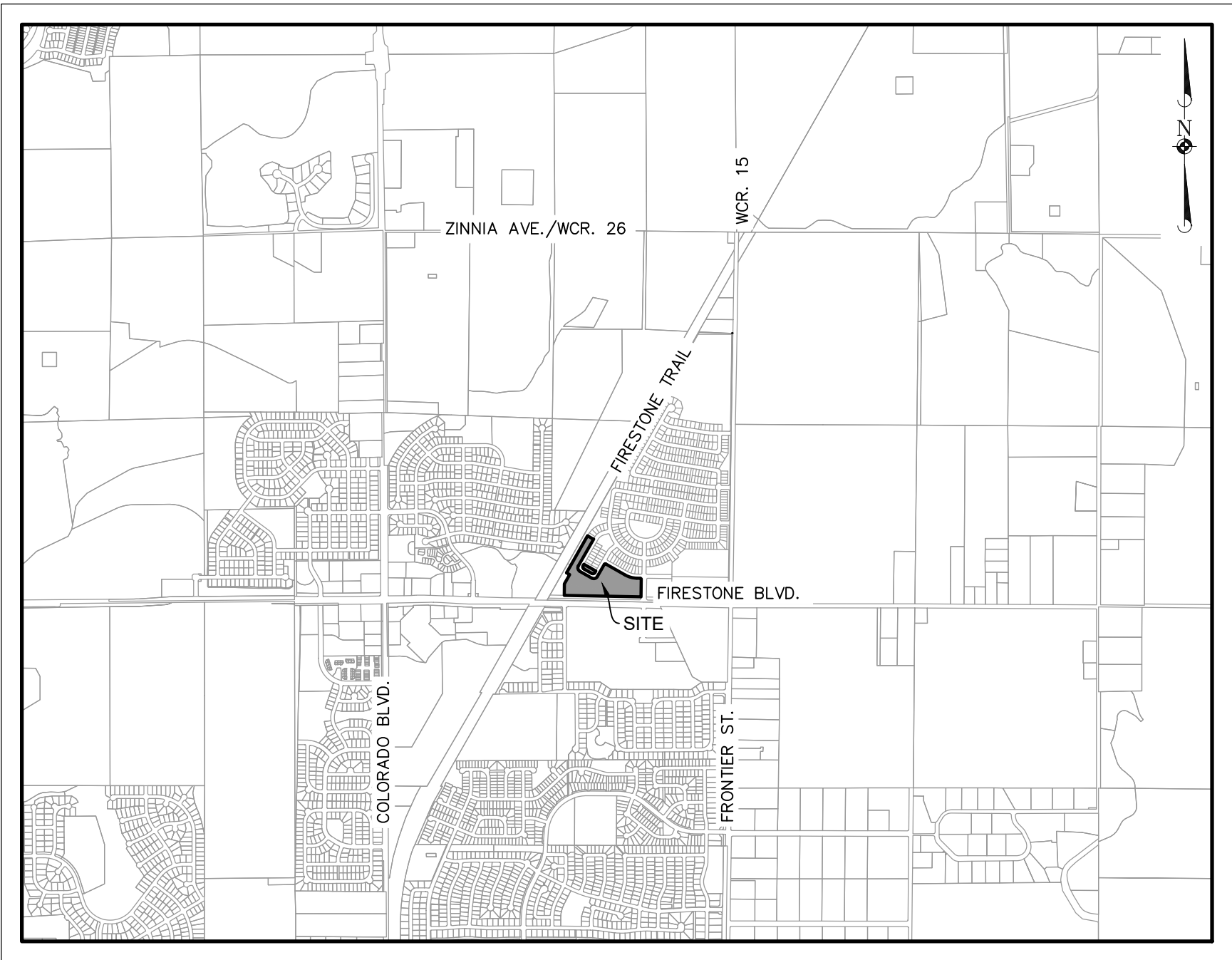
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____, AS _____ OF TRI POINTE HOMES HOLDINGS,
INC., A DELAWARE CORPORATION.

MY COMMISSION EXPIRES _____, _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

 $(1'' = 2000')$

THE DEDICATION OF TRACT(S) A THROUGH H (ARE) HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE
_____ METROPOLITAN DISTRICT.

METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__ BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

THIS IS TO CERTIFY THAT THE PLAT OF **DENMORE FILING NO. 4** 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

ATTEST: _____
TOWN CLERK

I, STACY LYNN JACOBS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

STACY LYNN JACOBS, PLS
COLORADO REG. NO. 38495
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

FILING 4 LAND DEDICATION REQUIREMENTS						
	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 4 (ACRES)	PROVIDED AREA (ACRES) ⁽¹⁾	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FROM PREVIOUS FILINGS	REMAINING AREA FOR FUTURE FILINGS
PARK LAND DEDICATION						
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.167			0.167	0.000
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.001		1.001		
COMMUNITY PARK ⁽²⁾	.5 ACRES/1,000 RESIDENTS	1.669		1.669		
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	4.672			6.728	2.056

1. PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1.
2. ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

1. 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 CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABC251957311, WITH AN EFFECTIVE DATE OF AUGUST 14, 2023 AT 5:00 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°48'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A NO. 6 REBAR WITH A 3" BRASS CAP, STAMPING ILLEGIBLE, IN MONUMENT BOX WITH ALL OTHER BEARINGS REFERENCED THERETO.
6. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08123C1895E WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016.
7. THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 434,790 SQUARE FEET OR 9.981 ACRES, MORE OR LESS.
8. SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
9. A BLANKET, PERPETUAL EASEMENT OVER AND ACROSS ALL PEDESTRIAN TRAILS, PATHS, SIDEWALKS, TRACKS, AISLES, ROUTES OR PASSAGES INSTALLED UPON, ACROSS, OVER, THROUGH AND WITHIN TRACTS A-E IS DEDICATED AND GRANTED TO THE TOWN OF FIRESTONE FOR THE PURPOSE OF PUBLIC ACCESS TO SUCH IMPROVEMENTS AT ANY TIME, AND FROM TIME TO TIME FOR ACTIVE AND PASSIVE RECREATIONAL USES.
10. A PERPETUAL EASEMENTS OVER, THROUGH, AND ACROSS ALL AREAS WITHIN TRACTS A-H, INCLUSIVE, IS DEDICATED AND GRANTED TO THE METRO DISTRICT FOR DRAINAGE PURPOSES.
11. THE UTILITY EASEMENTS DEDICATED TO THE TOWN ACROSS TRACTS A-H ARE FOR INSTALLATION, OWNERSHIP, USE, OPERATION, REPAIR, AND MAINTENANCE OF ANY AND ALL UTILITY IMPROVEMENTS OR FACILITIES INSTALLED WITHIN SUCH AREAS. THE TOWN'S ACCEPTANCE OF THE UTILITY EASEMENTS SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY UTILITY IMPROVEMENTS OR FACILITIES.

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	87,229	2.0025	PRIVATE ALLEY ACCESS/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT B	15,839	0.3636	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT C	25,081	0.5758	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT D	11,495	0.2639	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT E	37,818	0.8682	PRIVATE ALLEY ACCESS/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT F	9,953	0.2285	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT G	1,305	0.0300	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT H	1,305	0.0300	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT

TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	108	5.619	56.30%
TRACTS	8	4.362	43.70%
TOTAL	116	9.981	100.00%

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 4
PHASE NO.	N/A
PREPARATION DATE	11/20/2023
REVISION DATE	3/28/2024
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 4

DENMORE FILING NO. 4

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ. MGR.: MAG
PROJ. ASSOC.: JAF
DRAWN BY: MKW
DATE: 11/20/23
SCALE: N/A

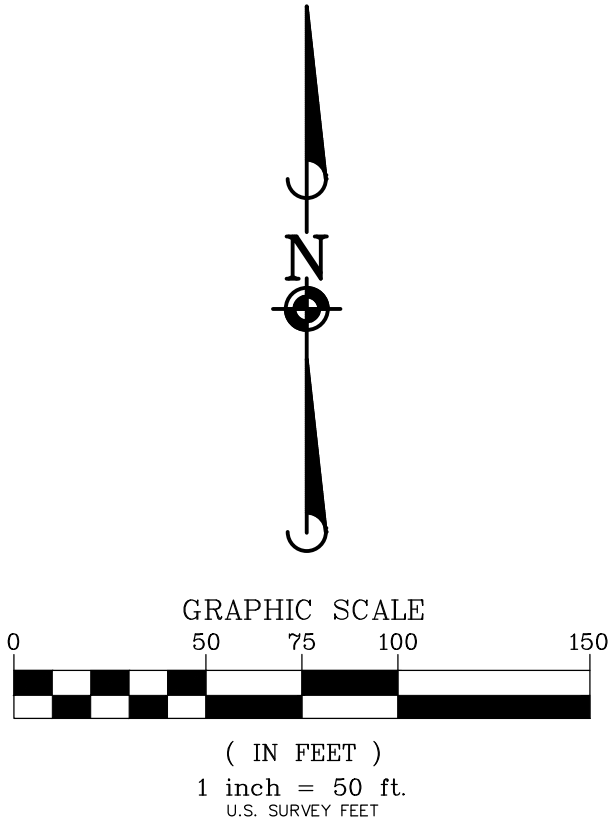
SHEET

1 OF **4**

TPH.FSC001.03

DENMORE FILING NO. 4

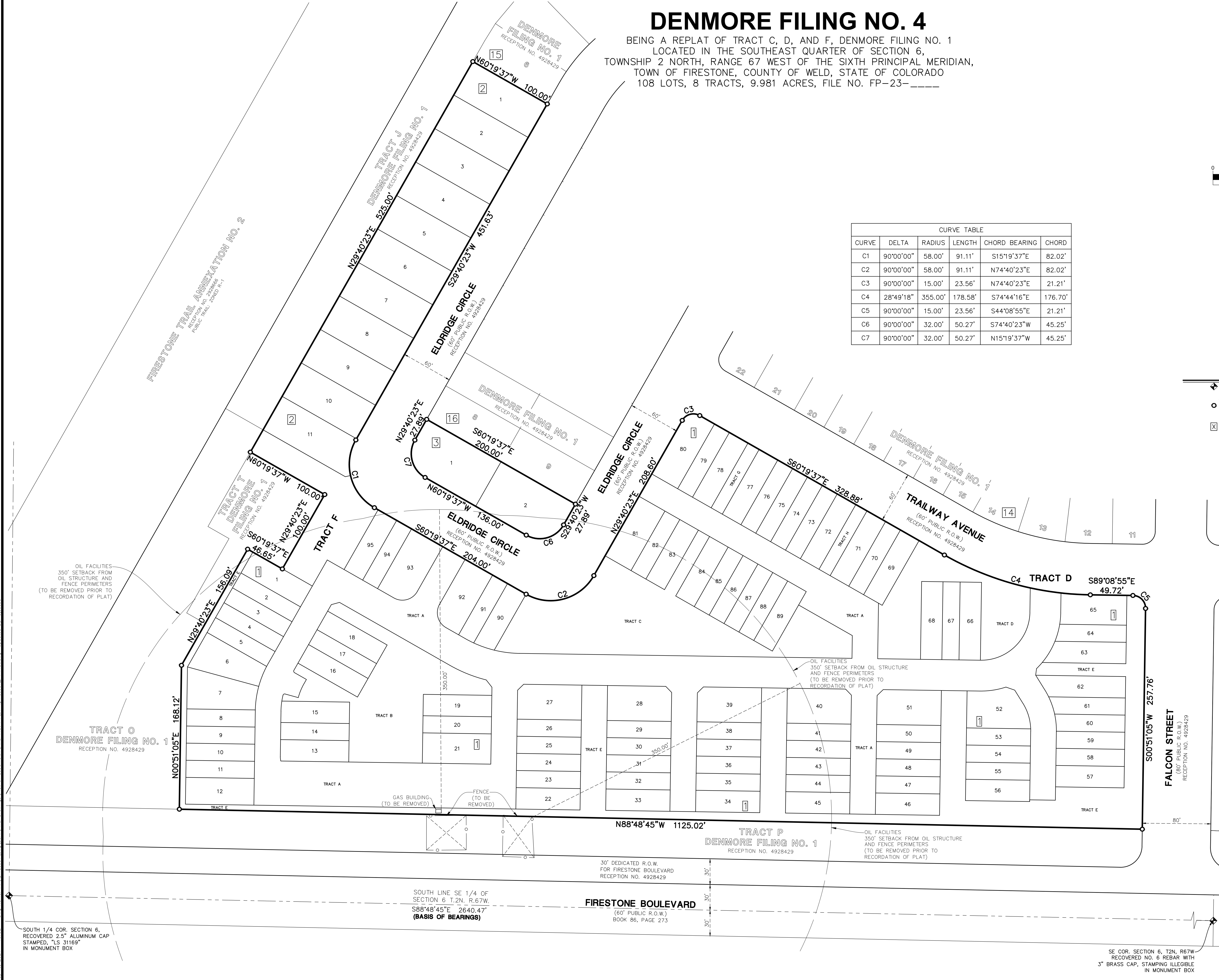
BEING A REPLAT OF TRACT C, D, AND F, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
108 LOTS, 8 TRACTS, 9.981 ACRES, FILE NO. FP-23-_____



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	58.00'	91.11'	S15°19'37"E	82.02'
C2	90°00'00"	58.00'	91.11'	N74°40'23"E	82.02'
C3	90°00'00"	15.00'	23.56'	N74°40'23"E	21.21'
C4	28°49'18"	355.00'	178.58'	S74°44'16"E	176.70'
C5	90°00'00"	15.00'	23.56'	S44°08'55"E	21.21'
C6	90°00'00"	32.00'	50.27'	S74°40'23"W	45.25'
C7	90°00'00"	32.00'	50.27'	N15°19'37"W	45.25'

LEGEND

- = RECOVERED SECTION CORNER AS NOTED
- = SET 18" LONG NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP
- = STAMPED "PLS 38495" FLUSH WITH GROUND
- = BLOCK NUMBER



NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 4
PHASE NO.	N/A
PREPARATION DATE	11/20/2023
REVISION DATE	3/28/2024
OVERALL DETAIL	SHEET 2 OF 4

DRAWN BY	
REVISIONS	
DATE	
3/28/24	1ST REFERRAL COMMENTS
MKW	

Manhard CONSULTING
7600 East Orchard Road, Suite 1600, Greenwood Village, CO 80111, ph:303.770.0800, manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS | Construction Management | Water Resource Management

DENMORE FILING NO. 4
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FINAL PLAT

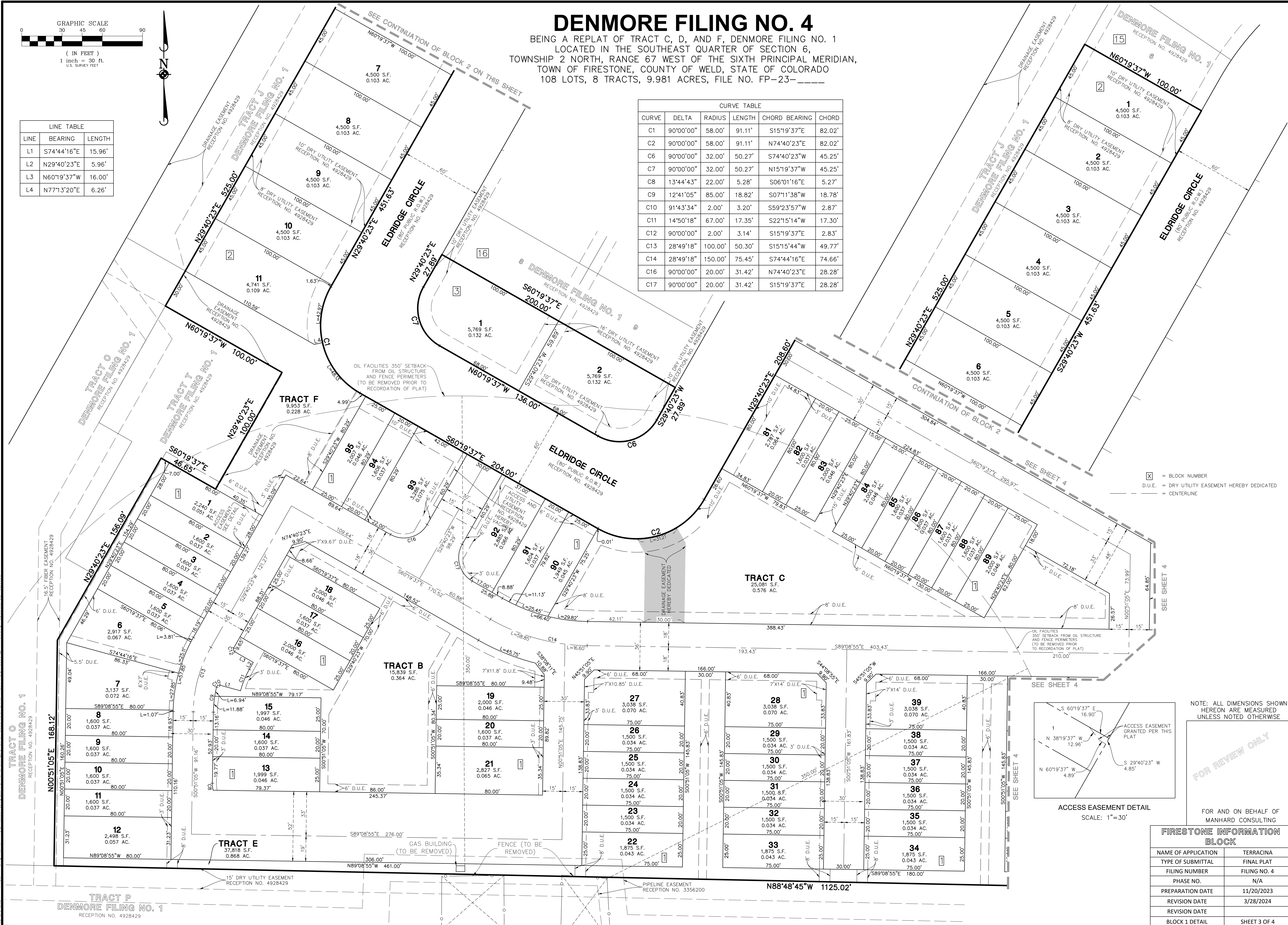
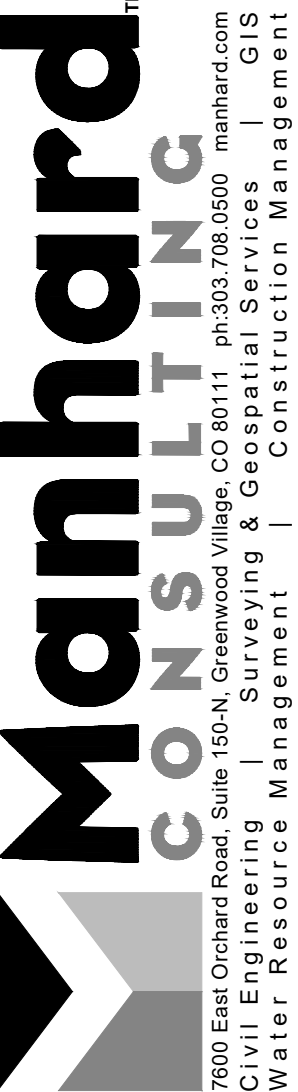
PROJ. MGR.	JAG
PROJ. ASSOC.	JAF
DRAWN BY	MKW
DATE	11/20/23
SCALE	1"=50'
SHEET	2 OF 4
TPH.FSC001.03	



LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°44'16"E	15.96'
L2	N29°40'23"E	5.96'
L3	N60°19'37"W	16.00'
L4	N77°13'20"E	6.26'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	58.00'	91.11'	S15°19'37"E	82.02'
C2	90°00'00"	58.00'	91.11'	N74°40'23"E	82.02'
C6	90°00'00"	32.00'	50.27'	S74°40'23"W	45.25'
C7	90°00'00"	32.00'	50.27'	N15°19'37"W	45.25'
C8	13°44'43"	22.00'	5.28'	S06°01'16"E	5.27'
C9	12°41'05"	85.00'	18.82'	S07°11'38"W	18.78'
C10	91°43'34"	2.00'	3.20'	S59°23'57"W	2.87'
C11	14°50'18"	67.00'	17.35'	S22°15'14"W	17.30'
C12	90°00'00"	2.00'	3.14'	S15°19'37"E	2.83'
C13	28°49'18"	100.00'	50.30'	S15°15'44"W	49.77'
C14	28°49'18"	150.00'	75.45'	S74°44'16"E	74.66'
C16	90°00'00"	20.00'	31.42'	N74°40'23"E	28.28'
C17	90°00'00"	20.00'	31.42'	S15°19'37"E	28.28'

BEING A REPLAT OF TRACT C, D, AND F, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
108 LOTS, 8 TRACTS, 9.981 ACRES, FILE NO. FP-23-_____

[illegible]

ORE FILING NO. 4

UNTY OF WELD, STATE OF COLORADO

FINAL PLAT

NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 4
PHASE NO.	N/A
PREPARATION DATE	11/20/2023
REVISION DATE	3/28/2024
REVISION DATE	
BLOCK 1 DETAIL	SHEET 3 OF 4

PROJ. MGR.: MAG
 PROJ. ASSOC.: JAF
 DRAWN BY: MKW
 DATE: 11/20/23
 SCALE: 1"=30'

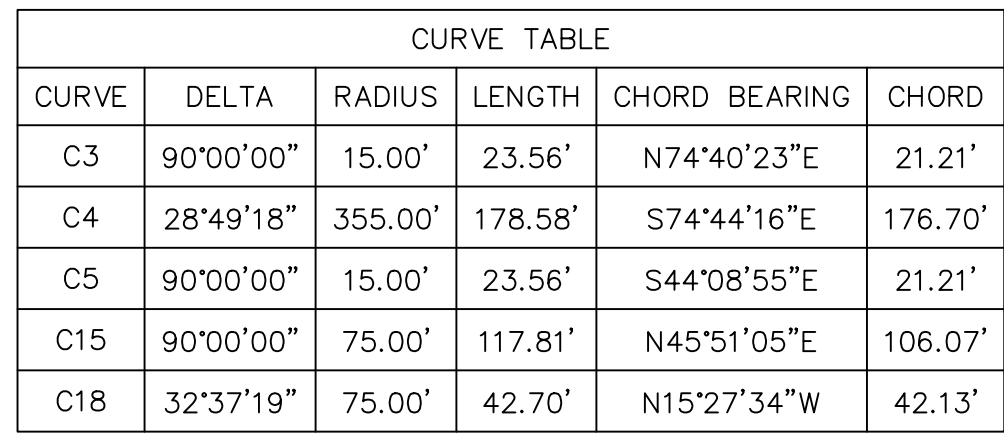
SHEET

3 OF 4

TPH.FSC001.03

May 21, 2024 - 17:28 Dwg Name: P:\Tphfsc01\dwg\Surv\Final Drawings\Final Plat F4\Tphfsc01_F4 Plat.dwg Updated By: sjacobs

BEING A REPLAT OF TRACT C, D, AND F, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
108 LOTS, 8 TRACTS, 9.981 ACRES, FILE NO. FP-23-_____



FOR REVIEW ONLY

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 4
PHASE NO.	N/A
PREPARATION DATE	11/20/2023
REVISION DATE	3/28/2024
REVISION DATE	
BLOCK 2 DETAIL	SHEET 4 OF 4

PROJ. MGR.:	<u>MAG</u>	
PROJ. ASSOC.:	<u>JAF</u>	
DRAWN BY:	<u>MKW</u>	
DATE:	<u>11/20/23</u>	
SCALE:	<u>1"=30'</u>	
SHEET 4 OF 4 TPH.FSC001.03		

DENMORE FILING NO. 4

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

Manhard
CONSULTING

6800 East Orchard Road, Suite 100-N, Greenwood Village, CO 80111, ph 303.788.8500 | manhard.com

Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

[illegible]

**DENMORE FILING 4
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, 9950 Park Avenue, Firestone, Colorado, 80504, hereinafter referred to as “Firestone” or “Town,” and **TPH Firestone Trail, LLC a Delaware Limited Liability Company**, 251 Little Falls Drive, Wilmington, Delaware, 19808, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for DENMORE Filing 4 (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

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

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

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

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

I. TOWN ADMINISTRATIVE OFFICIAL

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

II. DEVELOPMENT OBLIGATION AND COORDINATION

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

III. PUBLIC USE DEDICATION

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

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

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

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

A. Construction Standards

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

B. Engineering and Consulting Services

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

C. Plan Submission and Acceptance

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

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

D. Public Improvement Permits (“PIP”)

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

E. Licensing of Contractors and/or Subcontractors

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

F. Testing and Inspection

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

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

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

G. Rights-of-way, Easements and Permits

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

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

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

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

H. Street Improvements

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

I. Sidewalk Improvements

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

J. Street Signs, Traffic Signs, and Striping

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

K. Street Lights

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

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

L. Water Improvements

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

M. Wastewater Improvements

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

N. Drainage Improvements

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

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

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

O. Landscape Improvements

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

P. Utility Coordination and Installation

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

Q. Underdrains

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

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

R. Maintenance Definition

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

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

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

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

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

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

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

B. Maintenance of Improvements

1. Warranty

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

2. Maintenance of Improvements

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

C. Final Acceptance

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

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

D. Reimbursement to Firestone

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

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

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

B. Improvement Guarantee

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

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

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

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

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

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

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

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

5. **Building Permit Restrictions**

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

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

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

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

VII. OVERSIZING AND REIMBURSEMENT

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

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

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

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

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

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

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

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

B. Operation of Construction Equipment

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

IX. SPECIAL PROVISIONS

A. Denmore Filing 1 & 2 Public Improvements

All phases of the public improvements in the Denmore Filing 1 & 2 accepted construction plans shall have received initial acceptance prior to the release of any building permits in this Development.

B. Transportation

Owner shall construct the Frontier Streets improvements, as shown in the accepted Construction Plans. The Frontier Street improvements shall be operational prior to the issuance of any building permit.

C. Phasing Map (“Exhibit D”)

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

D. Parks and Open Space Dedication Requirements

1. *Pocket Park*. Owner has satisfied the Pocket Park standard characteristics on Tract L, as shown on the accepted construction plans for Denmore, Filing 1.
2. *Neighborhood Park*. Owner shall satisfy the neighborhood park land dedication requirement of 1.001 acres for the Development (“Neighborhood Park Land Dedication”) through: (a) payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C (“Land Value Fee-in-Lieu”); (b) payment of the Neighborhood Park Construction Fee, in accordance with Section 16.7.3.B.8 of Title 16 of the Code, and in the amount set forth in Exhibit C; and (c) payment of the Neighborhood Park Water Rights Dedication Fee, in accordance with Section 16.7.3.B.8 of Title 16 of the Code, and in the amount set forth in Exhibit C. Owner shall pay the Land Value Fee-in-Lieu, the Neighborhood Park Construction Fee, and the Neighborhood Park Water Rights prior to recordation of the Final Plat.
3. *Community Park*. Owner shall satisfy the community park land dedication requirement for the Development through payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C (“Community Park Land Value Fee-in-Lieu”). Owner shall pay the Community Park Land Value Fee-in-Lieu prior to recordation of the Final Plat.
4. *Open Space*. Owner has satisfied the Open Space dedication requirements through the dedication of Tract A, Denmore Filing No. 2 to the Town.

E. Installation of Parks, Landscaping and Trails

Owner shall design and construct Parks, Trails and Landscape on Tracts A through H as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts A through H.

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

Tracts A through H shall be maintained by the Obligated Entity.

G. Maintenance of Vacant Lots

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

H. Fencing and Screening

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

I. Utilities

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

J. Water Dedication

Based on information provided by the applicant on the accepted plans, the Town has determined that the amount of water to be dedicated to the Town, which is required as a condition of plat approval pursuant to Chapter 13.08.010 of the Firestone Municipal Code, to be ("Water Dedication"):

Irrigation Demand:	5.45 Acre-feet
Domestic Demand (multi-family):	13.54 Acre-feet
Domestic Demand (single family):	4.81 Acre-feet
Total Demand:	23.8 Acre-feet

The Town acknowledges that Owner has fulfilled the Water Dedication for the Development through payment of cash pursuant to that certain Native Water Credit Purchase Agreement, as amended, entered into between the Town and Owner ("Purchase Agreement"), and that under the Purchase Agreement, Owner shall be deemed to have dedicated water rights in the amount of 238 acre-feet, less 123.55 acre-feet from Filing 1, 80.62 acre-feet from Filing 2, and 7.58 acre-feet from Filing 3, for the Development to the Town through such payment.

Notwithstanding Owner's performance under the Purchase Agreement, the Town shall at all times have the right to require additional amounts of water to be dedicated if actual consumption exceeds the Water Dedication. If the Town determines that additional water must be dedicated, the then-current owner shall provide the water, in a form solely determined by the Town, within 30 days of written notice by the Town. The additional dedication shall be based on the Town's then-current water dedication policies.

K. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District ("Exhibit F") shall be signed by the property owner purchasing a new home from a homebuilder with execution of the

sales contract for the property.

2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

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

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

C. Insurance and Safety

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

D. Indemnification and Release of Liability

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

E. Recording Agreement

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

F. Binding Effect of Agreement

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

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and

assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:

Town of Firestone
Town Manager

9950 Park Ave.
Firestone, CO 80504

William P. Hayashi
Hayashi & Macsalka, LLC
9035 Wadsworth Pkwy
Suite 3500
Westminster, CO 80021

Owner:

TPH Firestone Trail, LLC
Tri Pointe Homes Holdings, Inc.
a Delaware corporation its
managing member
251 Little Falls Drive
Wilmington, Delaware, 19808

Nicholas A. Doohar
Davis & Cerianai, P.C.
1600 Stout St Suite 1710
Denver, CO 80202

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

J. Force Majeure

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

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant

to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

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

M. Title and Authority

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

N. Severability

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

O. Legal Fees; Venue

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

P. Agreement Status After Final Acceptance

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

Q. Enforceability

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: _____
Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
TPH Firestone Trail, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tri Pointe Homes Holdings, Inc. a Delaware corporation its managing member by _____ as _____ of TPH Firestone Trail, LLC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – DENMORE FILING 4 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

DENMORE Filing 4 Final Plat

EXHIBIT B

Public Improvement Schedule

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Fee In Lieu due Firestone:

1. <u>Neighborhood Park:</u>	
Land Value Fee-in-lieu:	\$46,449.71
Park Construction Fee:	\$340,680.00
Park Water Rights Fee:	\$142,744.92
Total:	\$529,874.92
2. <u>Community Park:</u>	
Land Value Fee-in-lieu:	\$77,416.19

EXHIBIT D

Phasing Plan

EXHIBIT E

Landscape Maintenance Map

EXHIBIT F

Metropolitan District Disclosure

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

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

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

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

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	15.038	322.57
SCHOOL DISTRICT	58.385	1,252.36
TOWN	6.805	145.97
FIRE	16.247	348.50
LIBRARY	3.181	68.23
METROPOLITAN DISTRICT	63	1,351.35
WATER (NCW)	1	21.45
WATER (ST. VRAIN LH)	1.406	30.16
SANITATION	0.373	8.00
TOTAL	165.435	3,548.59

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	15.038	322.57
SCHOOL DISTRICT	58.385	1,252.36
TOWN	6.805	145.97
FIRE	16.247	348.50
LIBRARY	3.181	268.23
WATER (NCW)	1	21.45
WATER (ST. VRAIN LH)	1.406	30.16
SANITATION	0.373	8.00
TOTAL	107	2,197.24

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, DENMORE Filing 4, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the DENMORE Filing 4 subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the DENMORE Filing 4 Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising DENMORE Filing 4. There may be ongoing oil and gas operation and production of oil and gas within DENMORE Filing 4, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of DENMORE Filing 4. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within DENMORE Filing 4, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising DENMORE Filing 4. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within DENMORE Filing 4 and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within DENMORE Filing 4 will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within DENMORE Filing 4 to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within DENMORE Filing 4.

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

to the extent it owns or becomes the owner of real property in DENMORE Filing 4, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

April 1, 2024 -- 02:36 Den Name: P:\Tehfsc01.dwg\Surv\Final Drawings\Dist. of Subdivision\Final Plat F4\01--Tehfsc01-F4.Plot.dwg Updated By: MWood

DENMORE FILING NO. 4

BEING A REPLAT OF TRACT C, D, AND F, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
108 LOTS, 8 TRACTS, 9.981 ACRES, FILE NO. FP-23-_____

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, BEING THE OWNER OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

TRACTS C, D, AND F,
DENMORE FILING NO. 1, RECEPTION NO. 4928429.

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 DENMORE FILING NO. 4, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO EASEMENTS FOR THE PURPOSES AS SHOWN AND DESCRIBED HEREON.

IN WITNESS WHEREOF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____

BY: _____ AS _____

STATE OF _____ }
COUNTY OF _____ } SS

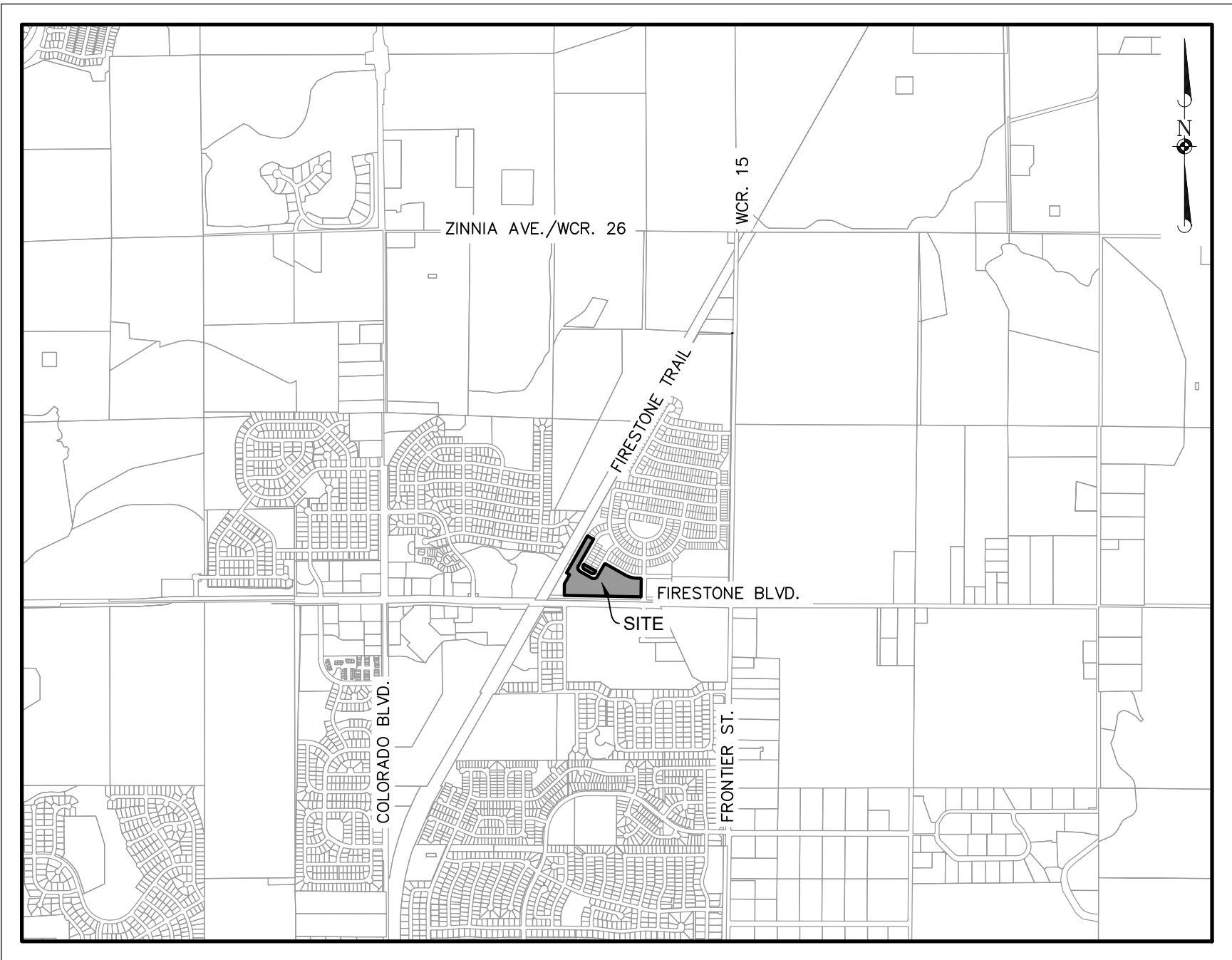
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____

BY: _____ AS _____ OF TRI POINTE HOMES HOLDINGS,
INC., A DELAWARE CORPORATION.

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC



VICINITY MAP

(1" = 2000')

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACT(S) A THROUGH H (ARE) HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE _____ METROPOLITAN DISTRICT.

METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____) SS.

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__ BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF DENMORE FILING NO. 4 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

ATTEST: _____
TOWN CLERK

SURVEYOR'S CERTIFICATION

I, MARK A. GABERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

MARK A. GABERT
COLORADO PLS NO. 38567
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

FOR REVIEW ONLY

FILING 4 LAND DEDICATION REQUIREMENTS						
PARK LAND DEDICATION	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 4 (ACRES)	PROVIDED AREA (ACRES) ⁽¹⁾	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FROM PREVIOUS FILINGS	REMAINING AREA FOR FUTURE FILINGS
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.167			0.167	0.000
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.001		1.001		
COMMUNITY PARK ⁽²⁾	5 ACRES/1,000 RESIDENTS	1.669		1.669		
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	4.672			6.728	2.056

- PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1.
- ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

NOTES

- 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 CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABC25195731.1, WITH AN EFFECTIVE DATE OF AUGUST 14, 2023 AT 5:00 P.M.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°48'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A NO. 6 REBAR WITH A 3" BRASS CAP, STAMPING ILLEGIBLE, IN MONUMENT BOX WITH ALL OTHER BEARINGS REFERENCED THERETO.
- FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08123C1895E WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016.
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 434,790 SQUARE FEET OR 9.981 ACRES, MORE OR LESS.
- SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
- A BLANKET, PERPETUAL EASEMENT OVER AND ACROSS ALL PEDESTRIAN TRAILS, PATHS, SIDEWALKS, TRACKS, AISLES, ROUTES OR PASSAGES INSTALLED UPON, ACROSS, OVER, THROUGH AND WITHIN TRACTS A-E IS DEDICATED AND GRANTED TO THE TOWN OF FIRESTONE FOR THE PURPOSE OF PUBLIC ACCESS TO SUCH IMPROVEMENTS AT ANY TIME, AND FROM TIME TO TIME FOR ACTIVE AND PASSIVE RECREATIONAL USES.
- A PERPETUAL EASEMENTS OVER, THROUGH, AND ACROSS ALL AREAS WITHIN TRACTS A-H, INCLUSIVE, IS DEDICATED AND GRANTED TO THE METRO DISTRICT FOR DRAINAGE PURPOSES.
- THE UTILITY EASEMENTS DEDICATED TO THE TOWN ACROSS TRACTS A-H ARE FOR INSTALLATION, OWNERSHIP, USE, OPERATION, REPAIR, AND MAINTENANCE OF ANY AND ALL UTILITY IMPROVEMENTS OR FACILITIES INSTALLED WITHIN SUCH AREAS. THE TOWN'S ACCEPTANCE OF THE UTILITY EASEMENTS SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY UTILITY IMPROVEMENTS OR FACILITIES.

TRACT SUMMARY CHART

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	87,229	2.0025	PRIVATE ALLEY ACCESS/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT B	15,839	0.3636	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT C	25,081	0.5758	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT D	11,495	0.2639	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT E	37,818	0.8682	PRIVATE ALLEY ACCESS/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT F	9,953	0.2285	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT G	1,305	0.0300	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT H	1,305	0.0300	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY TABLE

TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	108	5.619	56.30%
TRACTS	8	4.362	43.70%
TOTAL	116	9.981	100.00%

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 4
PHASE NO.	N/A
PREPARATION DATE	11/20/2023
REVISION DATE	3/28/2024
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 4

DENMORE FILING NO. 4

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ. MGR.: MAG
PROJ. ASSOC.: JAF
DRAWN BY: MKW
DATE: 11/20/23
SCALE: N/A
SHEET
1 OF **4**
TPH.FSC001.03

Manhard CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111, ph:303.708.0800, manhard.com

Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

DATE

REVISIONS

DRAWN BY

3/28/24

1ST REFERRAL COMMENTS

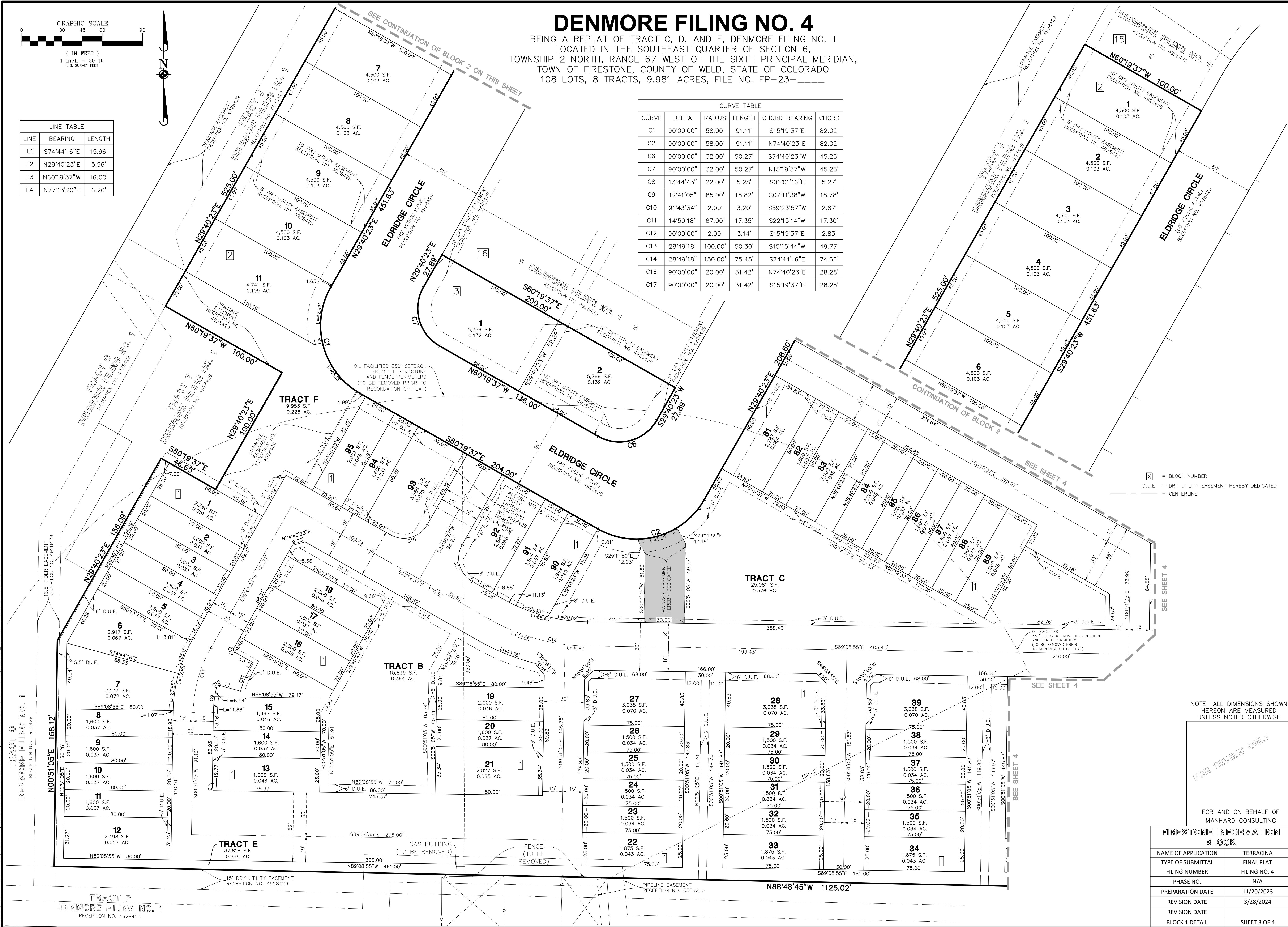
MKW



LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°44'16"E	15.96'
L2	N29°40'23"E	5.96'
L3	N60°19'37"W	16.00'
L4	N77°13'20"E	6.26'

BEING A REPLAT OF TRACT C, D, AND F, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
108 LOTS, 8 TRACTS, 9.981 ACRES, FILE NO. FP-23-_____

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	58.00'	91.11'	S15°19'37"E	82.02'
C2	90°00'00"	58.00'	91.11'	N74°40'23"E	82.02'
C6	90°00'00"	32.00'	50.27'	S74°40'23"W	45.25'
C7	90°00'00"	32.00'	50.27'	N15°19'37"W	45.25'
C8	13°44'43"	22.00'	5.28'	S06°01'16"E	5.27'
C9	12°41'05"	85.00'	18.82'	S07°11'38"W	18.78'
C10	91°43'34"	2.00'	3.20'	S59°23'57"W	2.87'
C11	14°50'18"	67.00'	17.35'	S22°15'14"W	17.30'
C12	90°00'00"	2.00'	3.14'	S15°19'37"E	2.83'
C13	28°49'18"	100.00'	50.30'	S15°15'44"W	49.77'
C14	28°49'18"	150.00'	75.45'	S74°44'16"E	74.66'
C16	90°00'00"	20.00'	31.42'	N74°40'23"E	28.28'
C17	90°00'00"	20.00'	31.42'	S15°19'37"E	28.28'



NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 4
PHASE NO.	N/A
PREPARATION DATE	11/20/2023
REVISION DATE	3/28/2024
REVISION DATE	
BLOCK 1 DETAIL	SHEET 3 OF 4

DENMORE FILING NO. 4

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

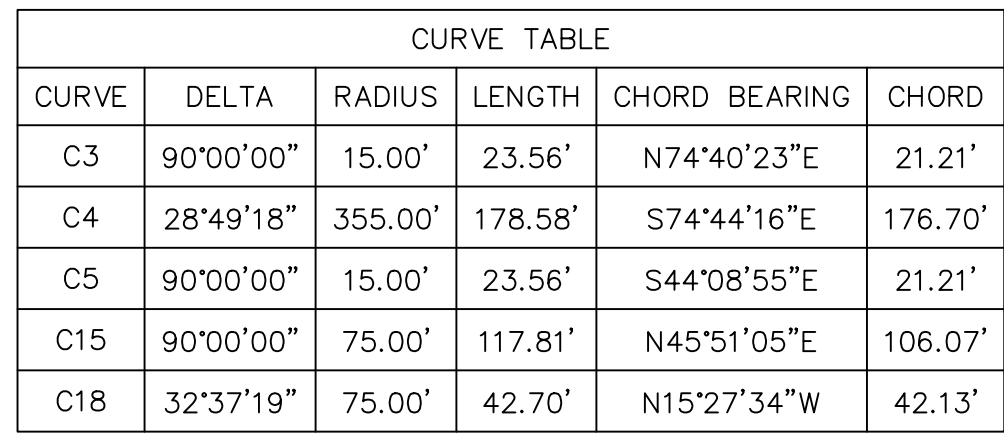
FINAL PLAT

[illegible]

7660 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

March 29, 2024 - 11:47 Dwg Name: P:\Toh\sc01\dwg\Sury\Final Drawings\Plot of Subdivision\Final Plot F4\Tot\sc01 F4 Plot.dwg Updated By: MWood

BEING A REPLAT OF TRACT C, D, AND F, DENMORE FILING NO. 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
108 LOTS, 8 TRACTS, 9.981 ACRES, FILE NO. FP-23-_____



FOR REVIEW ONLY

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 4
PHASE NO.	N/A
PREPARATION DATE	11/20/2023
REVISION DATE	3/28/2024
REVISION DATE	
BLOCK 2 DETAIL	SHEET 4 OF 4

PROJ. MGR.:	<u>MAG</u>	
PROJ. ASSOC.:	<u>JAF</u>	
DRAWN BY:	<u>MKW</u>	
DATE:	<u>11/20/23</u>	
SCALE:	<u>1"=30'</u>	
SHEET 4 OF 4 TPH.FSC001.03		

DENMORE FILING NO. 4

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

Manhard
CONSULTING

6800 East Orchard Road, Suite 100-N, Greenwood Village, CO 80111, ph:303.788.8500 | manhard.com

Civil Engineering | Surveying & Geospatial Services GIS
Water Resource Management | Construction Management

[illegible]

**Exhibit B - Subdivision Improvement Agreement for
Denmore Filing 4 (On-Site)**

Note: All Costs Must Include Labor and Materials.			Filing 4	
Date: 1/16/2024			On-Site	
Description	Unit	Unit Cost	Quantity	Cost
Transportation				
Mobilization	EA	\$20,000.00	1	\$20,000.00
Curb & Gutter - Mountable	LF	\$25.00	1,934	\$48,350.00
Curb & Gutter - Vertical 2' pan	LF	\$25.34	28.5	\$722.19
Concrete Sidewalk 4'	LF	\$45.00	853	\$38,375.66
Concrete Sidewalk 5'	LF	\$45.00	4,664	\$209,880.00
Concrete Driveway	SY	\$60.00	2,779	\$166,732.02
Concrete Alley	SY	\$70.00	4,425	\$309,735.97
Concrete Pan (4' Wide)	LF	\$30.00	592	\$17,770.17
Ramps (Corner)	EA	\$3,650.00	2	\$7,300.00
Paving - Local	SY	\$30.00	2,520	\$75,597.38
Subgrade (1' beyond back of curb) - Local	SY	\$15.00	3,006	\$45,090.64
Subgrade (1' beyond edge of pavement) - Alleys	SY	\$15.00	4,735	\$71,024.25
Public Signage	EA	\$500.00	18	\$9,000.00
Striping - White Line - 6" Solid	LF	\$1.60	504	\$806.40
Street Light	EA	\$5,500.00	5	\$27,500.00
Subtotal				\$1,047,884.68
Storm Drain				
Connect to Existing Storm	EA	\$9,500.00	3	\$28,500.00
Nyloplast Drainage Pipe 6"	LF	\$7.00	2,621	\$18,345.71
Nyloplast Drainage Pipe 12"	LF	\$16.00	834	\$13,344.00
RCP Pipe 18"	LF	\$101.00	493	\$49,793.00
RCP Pipe 24"	LF	\$115.00	75	\$8,625.00
Manhole 5' Diameter	EA	\$6,300.00	1	\$6,300.00
Nyloplast Drainage Inlet 8"	EA	\$450.00	14	\$6,300.00
Nyloplast Drainage MH 8"	EA	\$450.00	21	\$9,450.00
Nyloplast Drainage Inlet 12"	EA	\$930.00	4	\$3,720.00
Nyloplast Drainage MH 12"	EA	\$930.00	14	\$13,020.00
Nyloplast Drainage MH 18"	EA	\$1,330.00	7	\$9,310.00
Inlet Type R - 10'	EA	\$11,500.00	2	\$23,000.00
Inlet Type R - 15'	EA	\$12,715.00	2	\$25,430.00
FES 15"	EA	\$1,000.00	2	\$2,000.00
Subtotal				\$217,137.71
Water				
Connect to Existing Water Infrastructure	EA	\$2,500.00	3	\$7,500.00
Water Service 3/4"	EA	\$2,300.00	95	\$218,500.00
PVC Pipe (C900) 8"	LF	\$63.00	2,458	\$154,854.00
Bend 8"	EA	\$700.00	19	\$13,300.00
Valve 8"	EA	\$2,400.00	16	\$38,400.00
Tee 8"x8"	EA	\$1,110.00	4	\$4,440.00
Cross 8"x8"	EA	\$1,320.00	1	\$1,320.00
Reducer 8"x6"	EA	\$750.00	3	\$2,250.00
Air Release Manhole and Vent Pipe	EA	\$9,782.00	1	\$9,782.00
Hydrant Assembly (Includes Tee, Valve, & DIP)	EA	\$7,200.00	6	\$43,200.00
Subtotal				\$493,546.00
Subtotal				\$1,758,568.40
Contingency			15%	\$263,785.26
Total Improvements				\$2,022,353.65

LEGEND

- IRRIGATED NATIVE SEED
- NON IRRIGATED NATIVE SEED
- SOD
- SHRUB BED
- CRUSHER FINES
- CONCRETE
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE



Denmore Filing 4
Exhibit B
Landscape Cost Estimate
Date: May 13, 2024

TRACT SUMMARY			
Tract B Total	Subtotal:	\$	98,873.37
Tract C Total	Subtotal:	\$	137,389.38
Tract D Total	Subtotal:	\$	46,259.14
Tract E Total	Subtotal:	\$	234,396.02
Tract F Total	Subtotal:	\$	18,741.11
Tract G Total	Subtotal:	\$	35,089.81
Tract H Total	Subtotal:	\$	30,577.00
	Subtotal:	\$	601,325.83
	15% Contingency	\$	90,198.87
DENMORE FILING 4 LANDSCAPE TOTAL		\$	691,524.71

Tract B					
ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST
Soil Prep & Fine Grading (Native Seed)	3,534	SF	\$	0.20	\$ 706.81
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	14,979	SF	\$	0.40	\$ 5,991.58
Sod	6,128	SF	\$	2.00	\$ 12,255.43
Steel Edger	301	LF	\$	6.00	\$ 1,806.00
Native Seed Mixture	3,534	SF	\$	0.15	\$ 530.11
Evergreen Tree	2	EA	\$	450.00	\$ 900.00
Ornamental Trees (1.5" Cal.)	8	EA	\$	400.00	\$ 3,200.00
Deciduous Trees (2" Cal.)	7	EA	\$	550.00	\$ 3,850.00
Shrubs (5 gal)	255	EA	\$	43.00	\$ 10,965.00
Ornamental Grasses / Perennials (1 gal)	74	EA	\$	15.00	\$ 1,110.00
Rock Mulch	8,851	SF	\$	3.00	\$ 26,553.70
Irrigation	18,513	SF	\$	1.50	\$ 27,769.49
Crusher Fines	1,294	SF	\$	2.50	\$ 3,235.25
				Tract B Total	\$ 98,873.37

Tract C					
ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST
Soil Prep & Fine Grading (Native Seed)	8,029	SF	\$	0.20	\$ 1,605.81
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	16,614	SF	\$	0.40	\$ 6,645.60
Sod	10,302	SF	\$	2.00	\$ 20,604.00
Steel Edger	517	LF	\$	6.00	\$ 3,102.00
Native Seed Mixture	8,029	SF	\$	0.15	\$ 1,204.36
Evergreen Tree	3	EA	\$	450.00	\$ 1,350.00
Ornamental Trees (1.5" Cal.)	17	EA	\$	400.00	\$ 6,800.00
Deciduous Trees (2" Cal.)	12	EA	\$	550.00	\$ 6,600.00
Shrubs (5 gal)	216	EA	\$	43.00	\$ 9,288.00
Ornamental Grasses / Perennials (1 gal)	41	EA	\$	15.00	\$ 615.00
Rock Mulch	6,312	SF	\$	3.00	\$ 18,936.00
Irrigation	24,643	SF	\$	1.50	\$ 36,964.61
Crusher Fines	1,624	SF	\$	2.50	\$ 4,060.00
Concrete	1,868	SF	\$	10.50	\$ 19,614.00
				Tract C Total	\$ 137,389.38

Tract D					
ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST
Soil Prep & Fine Grading (Native Seed)	9,500	SF	\$	0.20	\$ 1,900.00
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	4,056	SF	\$	0.40	\$ 1,622.46
Sod	1,227	SF	\$	2.00	\$ 2,454.00
Steel Edger	350	LF	\$	6.00	\$ 2,100.00
Native Seed Mixture	9,500	SF	\$	0.15	\$ 1,425.00
Evergreen Tree	2	EA	\$	450.00	\$ 900.00
Ornamental Trees (1.5" Cal.)	1	EA	\$	400.00	\$ 400.00
Deciduous Trees (2" Cal.)	6	EA	\$	550.00	\$ 3,300.00

Shrubs (5 gal)	72	EA	\$	43.00	\$	3,096.00
Ornamental Grasses / Perennials (1 gal)	16	EA	\$	15.00	\$	240.00
Rock Mulch	2,829	SF	\$	3.00	\$	8,487.45
Irrigation	13,556	SF	\$	1.50	\$	20,334.23
			Tract D Total		\$	46,259.14
Tract E						
ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST	
Soil Prep & Fine Grading (Native Seed)	14,670	SF	\$	0.20	\$	2,934.00
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	33,649	SF	\$	0.40	\$	13,459.61
Sod	5,456	SF	\$	2.00	\$	10,911.41
Steel Edger	1,596	LF	\$	6.00	\$	9,576.00
Native Seed Mixture	14,670	SF	\$	0.15	\$	2,200.50
Evergreen Tree	13	EA	\$	450.00	\$	5,850.00
Ornamental Trees (1.5" Cal.)	26	EA	\$	400.00	\$	10,400.00
Deciduous Trees (2" Cal.)	17	EA	\$	550.00	\$	9,350.00
Shrubs (5 gal)	512	EA	\$	43.00	\$	22,016.00
Ornamental Grasses / Perennials (1 gal)	526	EA	\$	15.00	\$	7,890.00
Rock Mulch	28,193	SF	\$	3.00	\$	84,579.96
Irrigation	36,819	SF	\$	1.50	\$	55,228.54
			Tract E Total		\$	234,396.02
Tract F						
ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST	
Soil Prep & Fine Grading (Native Seed)	409	SF	\$	0.20	\$	81.80
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	3,042	SF	\$	0.40	\$	1,216.66
Sod	1,662	SF	\$	2.00	\$	3,323.31
Steel Edger	171	LF	\$	6.00	\$	1,026.00
Native Seed Mixture	409	SF	\$	0.15	\$	61.35
Ornamental Trees (1.5" Cal.)	1	EA	\$	400.00	\$	400.00
Deciduous Trees (2" Cal.)	3	EA	\$	550.00	\$	1,650.00
Shrubs (5 gal)	37	EA	\$	43.00	\$	1,591.00
Ornamental Grasses / Perennials (1 gal)	5	EA	\$	15.00	\$	75.00
Rock Mulch	1,380	SF	\$	3.00	\$	4,140.00
Irrigation	3,451	SF	\$	1.50	\$	5,175.98
			Tract F Total		\$	18,741.11
Tract G						
ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST	
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	5,691	SF	\$	0.40	\$	2,276.39
Sod	2,504	SF	\$	2.00	\$	5,008.00
Steel Edger	343	LF	\$	6.00	\$	2,058.00
Ornamental Trees (1.5" Cal.)	4	EA	\$	400.00	\$	1,600.00
Deciduous Trees (2" Cal.)	4	EA	\$	550.00	\$	2,200.00
Shrubs (5 gal)	85	EA	\$	43.00	\$	3,655.00
Ornamental Grasses / Perennials (1 gal)	13	EA	\$	15.00	\$	195.00
Rock Mulch	3,187	SF	\$	3.00	\$	9,560.95
Irrigation	5,691	SF	\$	1.50	\$	8,536.47
			Tract G Total		\$	35,089.81
Tract H						
ITEM	QUANTITY	UNIT	COST/UNIT		TOTAL COST	
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	5,020	SF	\$	0.40	\$	2,008.00
Sod	1,186	SF	\$	2.00	\$	2,372.00
Steel Edger	161	LF	\$	6.00	\$	966.00
Ornamental Trees (1.5" Cal.)	2	EA	\$	400.00	\$	800.00
Deciduous Trees (2" Cal.)	4	EA	\$	550.00	\$	2,200.00
Shrubs (5 gal)	58	EA	\$	43.00	\$	2,494.00
Ornamental Grasses / Perennials (1 gal)	47	EA	\$	15.00	\$	705.00
Rock Mulch	3,834	SF	\$	3.00	\$	11,502.00
Irrigation	5,020	SF	\$	1.50	\$	7,530.00
			Tract H Total		\$	30,577.00

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Phase	Description	Cost Estimate with 15% Contingency (See Exhibit B)	Owner/Developer		By Others		Town of Firestone	
			Percentage	Reimbursements due	Percentage	Reimbursements Due	Percentage	Reimbursements Due
FILING 4	On-Site Engineering	\$2,022,354	100%	\$2,022,354				
FILING 4	On-Site Landscape	\$691,525	100%	\$691,525				
Totals		\$2,713,878	\$2,713,878		\$0		\$0	

EXHIBIT C

FILING 4 - FEE IN LIEU SCHEDULE					
PARK LAND DEDICATION	REMAINING AREA CASH-IN-LIEU (ACRES)	LAND APPRAISAL FAIR MARKET VALUE*	NEIGHBORHHOD PARK CONSTRUCTION FEES (PER ACRE)**	NEIGHBORHHOD PARK WATER RIGHTS FEE (PER ACRE)**	CASH-IN-LIEU FEES
NEIGHBORHOOD PARK	1.001	\$46,403	\$340,340	\$142,602	\$529,346
COMMUNITY PARK	1.669	\$77,370			\$77,370
TOTAL	2.670				\$606,716

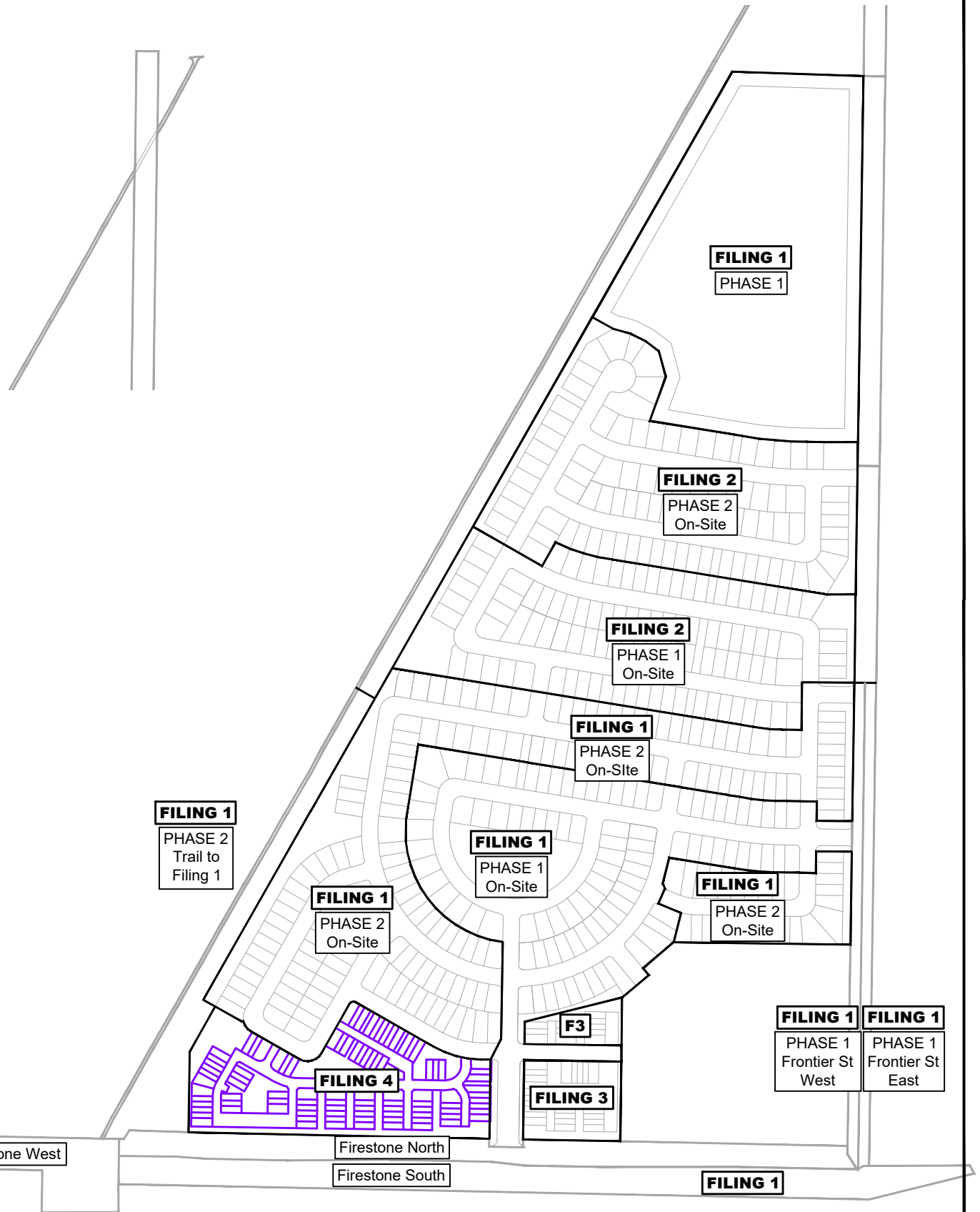
* LAND APPRAISAL FAIR MARKET VALUE = \$46,357 per acre

**NEIGHBORHOOD PARK FEES IS BASED ON:

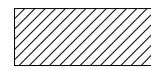
CONSTRUCTION \$340,000 PER ACRE

WATER RIGHTS \$142,460 PER ACRE

1/16/2024 9:34 AM ; X:\DENMORE\DOCUMENTS\ESTIMATES\PHASING MAP - FILING 4.DWG;



LEGEND

 MAINTAINED BY METRO DISTRICT



**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Presentation

Meeting Date: June 12, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

2023 Audit

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Presentation

Meeting Date: June 12, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Town Clerk Swearing In

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Land Development

Meeting Date: June 12, 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 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. A public hearing was held at the May 8, 2024, Board of Trustees meeting, and the petition was continued after a motion to approve failed.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Frontier Estates Filing No. 2 Preliminary Plat BOT Staff Report
2. Resolution 24-47
3. Frontier Estates Filing 2 Preliminary Plat
4. Frontier Estates Filing 2 Landscape Plan
5. Resolution PC 24-02 Recommending Approval of the Frontier Estates Filing No 2 Preliminary Subdivision Plat



Staff Report

Frontier Estates Filing No. 2

Preliminary Plat

PP-22-009

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

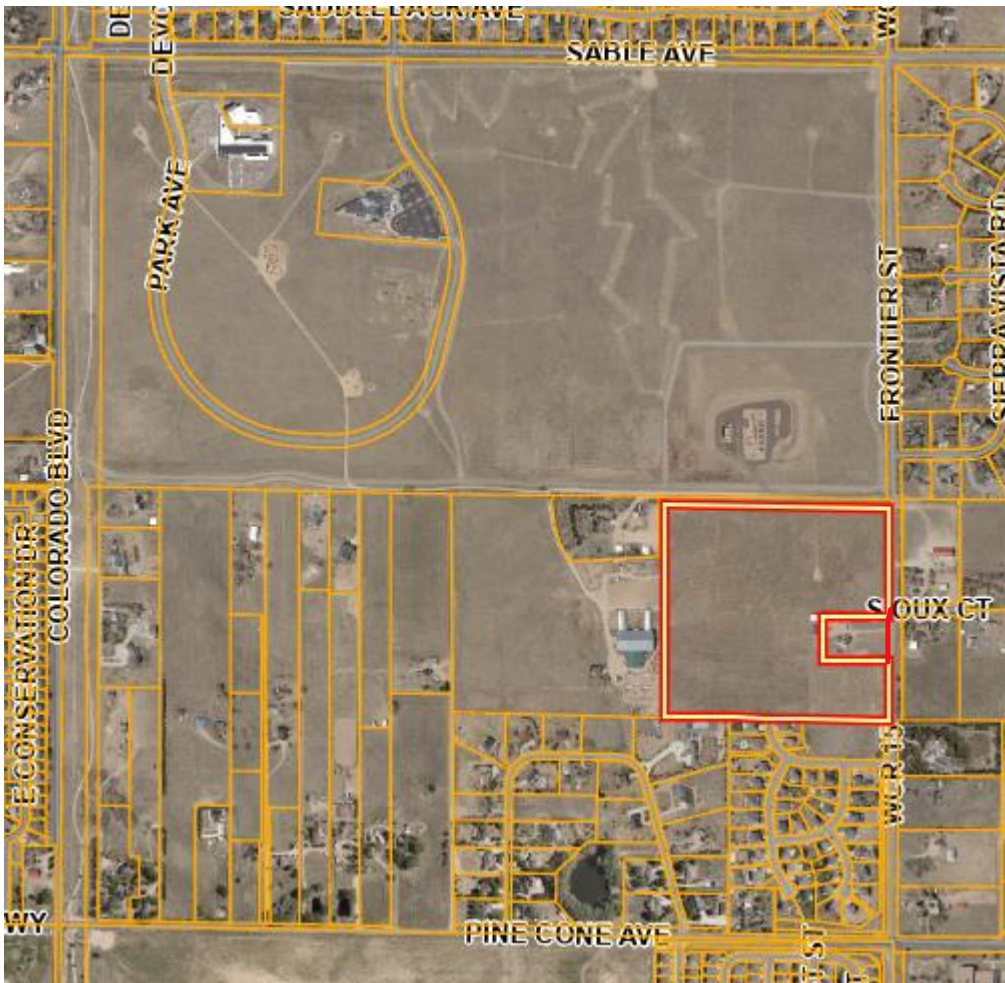
June 12, 2024

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 Outline 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.

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, and June 12, 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 AND READ the 8th day of May, 2024.

READ AND ADOPTED this _____ day or _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Frontier Estates Filing No. 2
Preliminary Plat

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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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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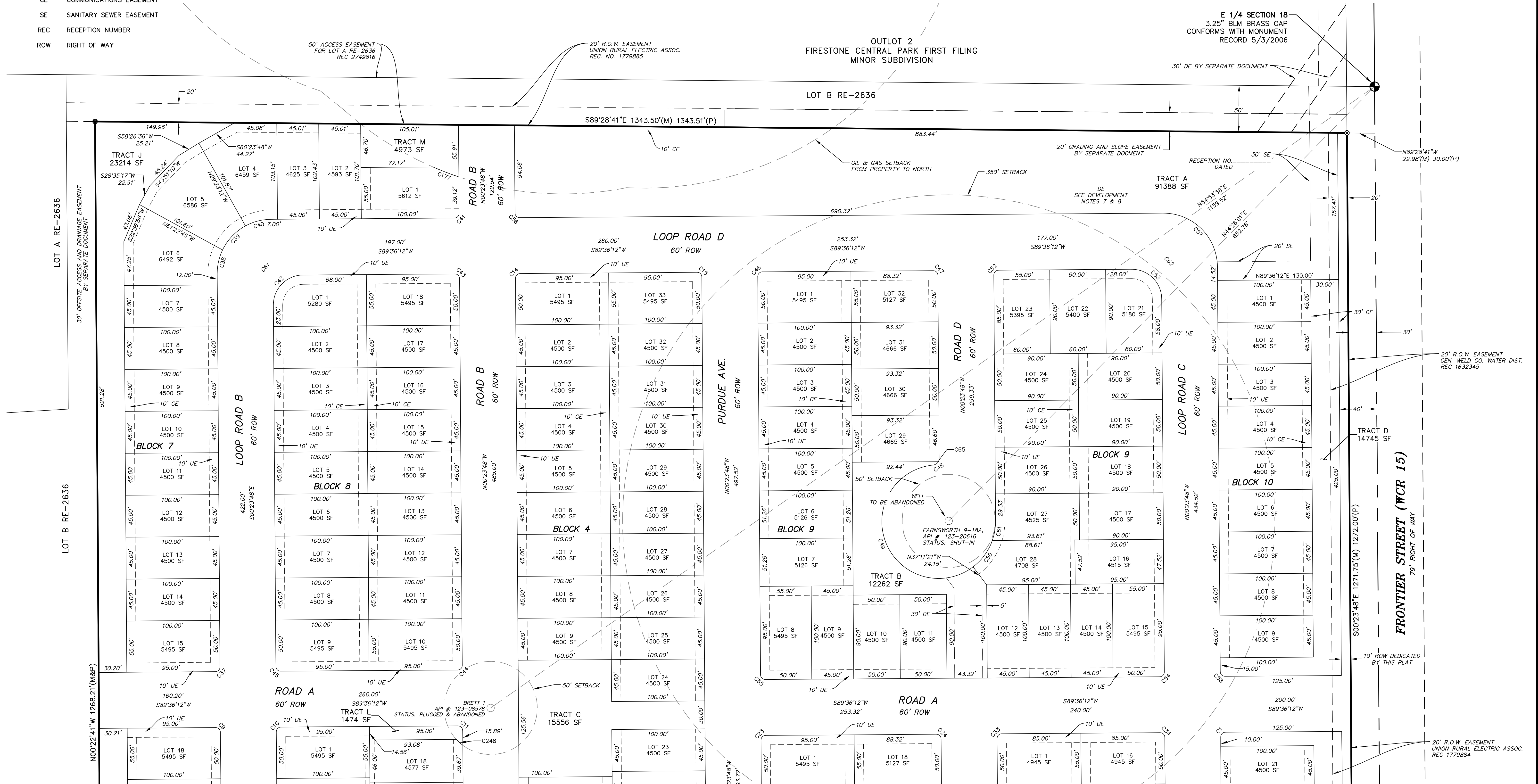
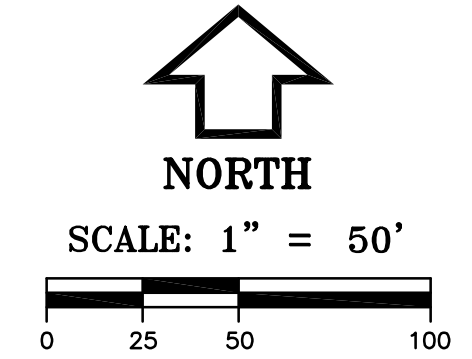
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PROJECT: S215022

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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FRONTIER ESTATES FILING NO. 2

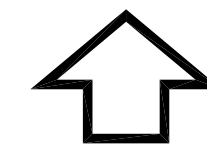
A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1

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

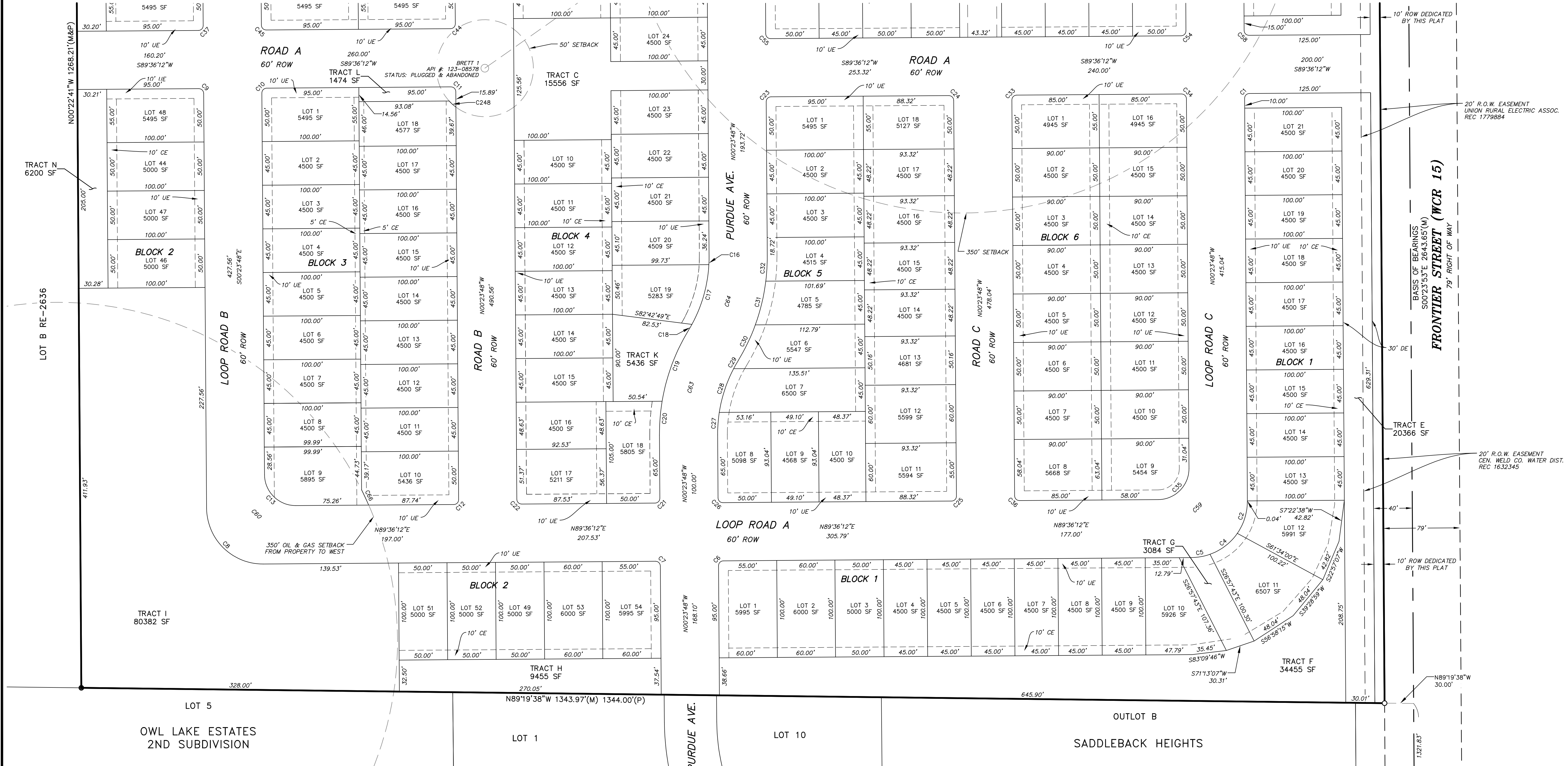


NORTH

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

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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.

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

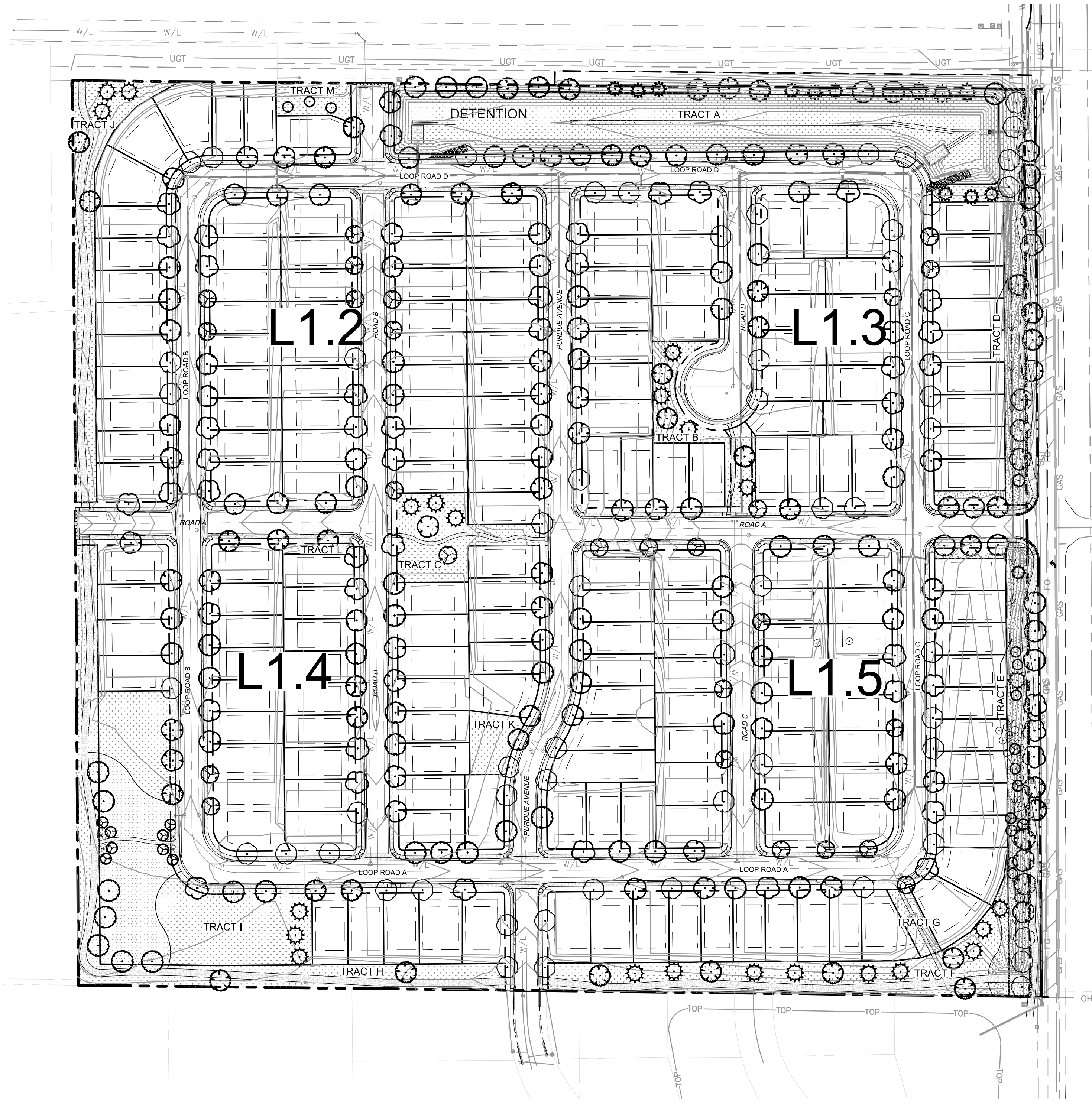
FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE COVER SHEET

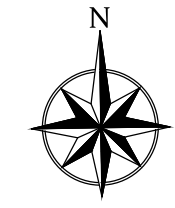
LANDSCAPE CONSTRUCTION DOCUMENT

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

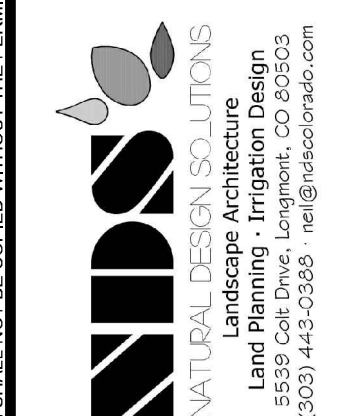
Seeding Rate: 5 pound (PLS) per 1,000 square feet

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
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Agency Comment: 03.27.24

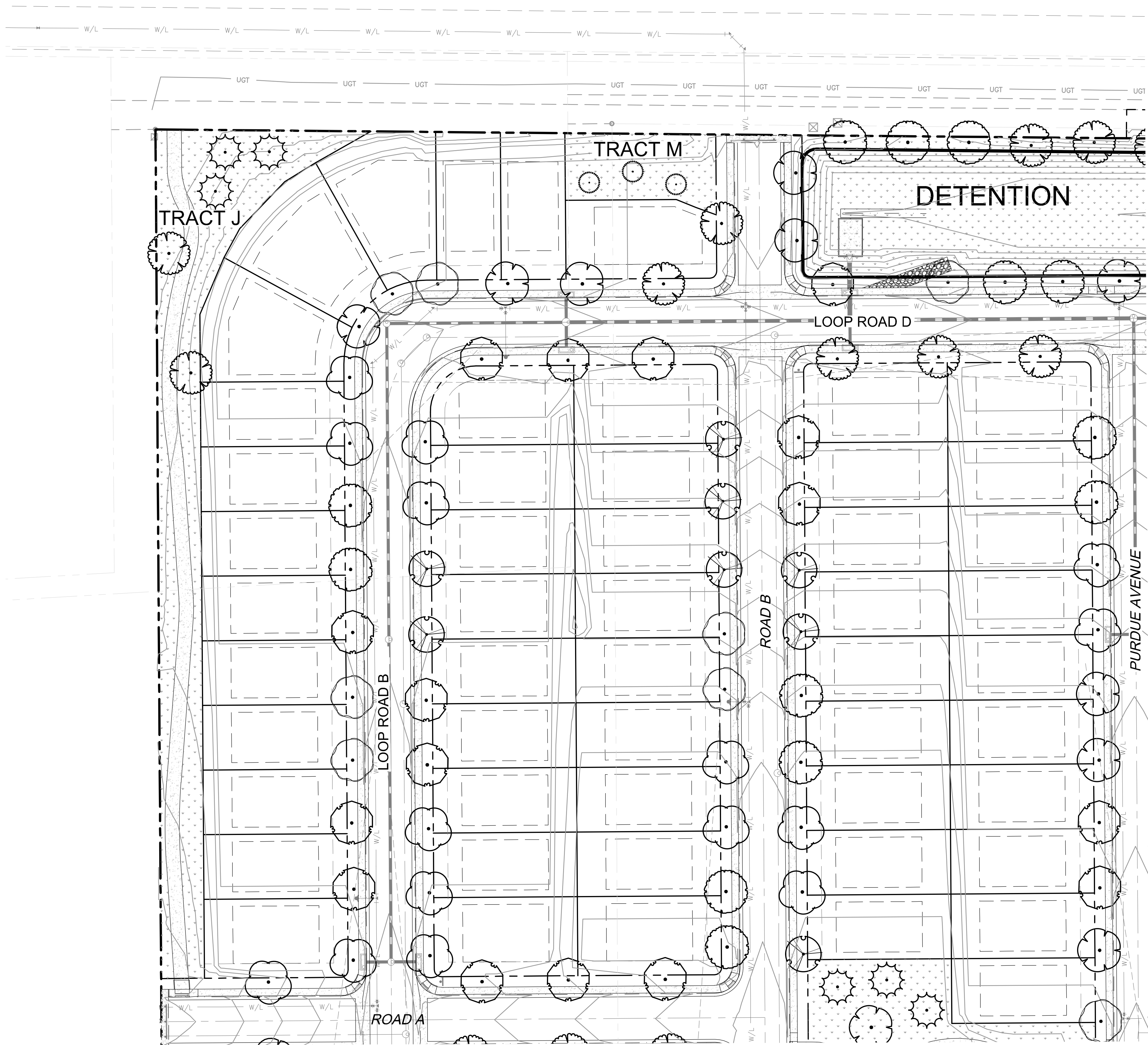


PROJ. NO.:	03.13.23
DATE:	03.13.23
SCALE:	See Sheet
DRAWN:	JRO
CHKD BY:	NAM
SHEET	L1.1
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LANDSCAPE CONSTRUCTION DOCUMENT

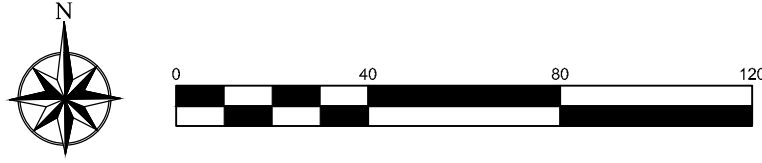
FRONTIER ESTATES FILING 2

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



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
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	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	PINUS PONDEROSA / PONDEROSA PINE
	PINUS ARISTATA / BRISTLEcone PINE
	PINUS EDULIS / PINON PINE
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	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
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	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
DRAWN: JRO
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SHEET L12
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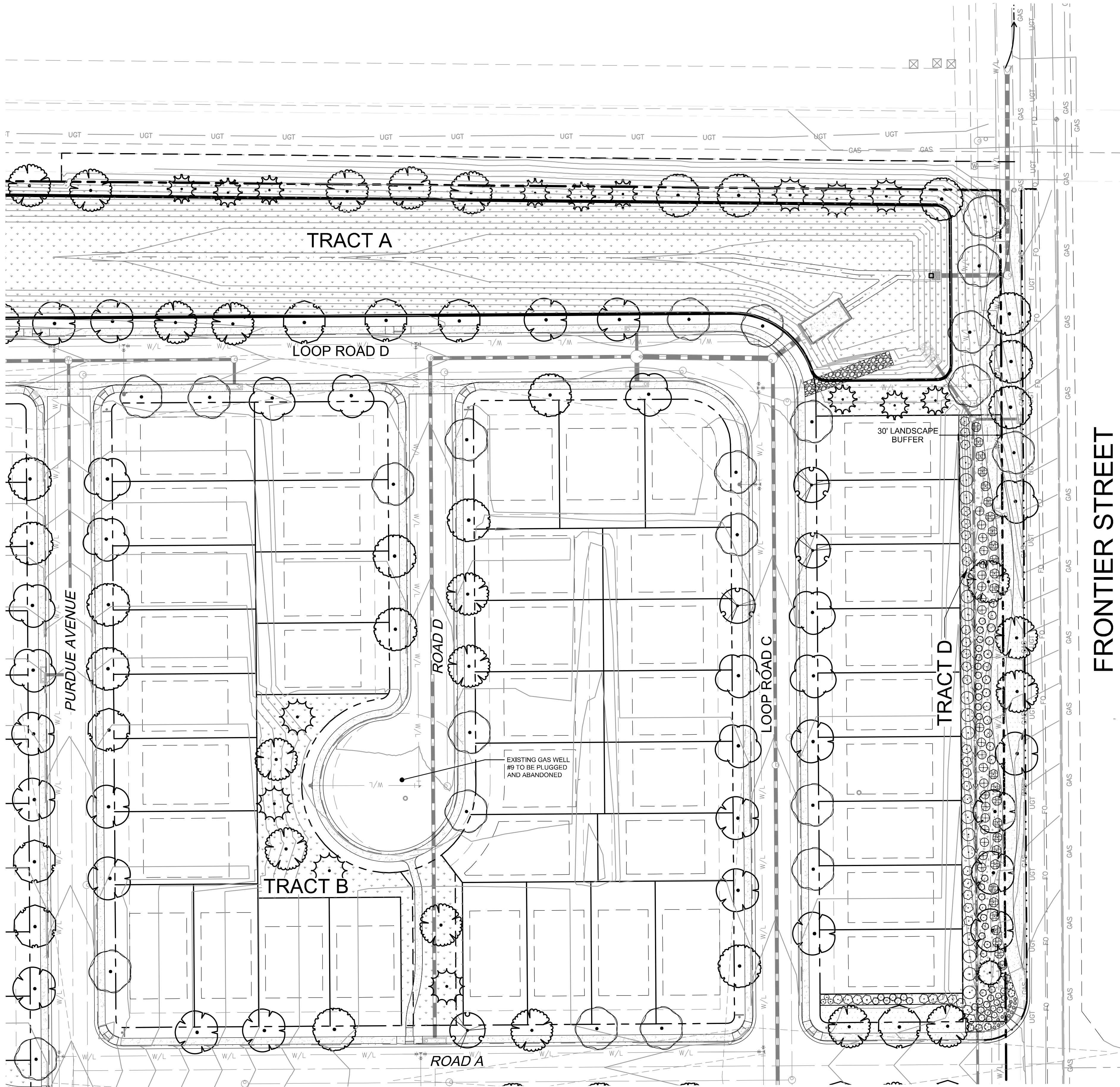
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NDS
NATURAL DESIGN SOLUTIONS
Land Planning - Irrigation Design
8559 Cole Drive, Longmont, CO 80503
(303) 443-0360 nrd@naturaldesigns.com

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'

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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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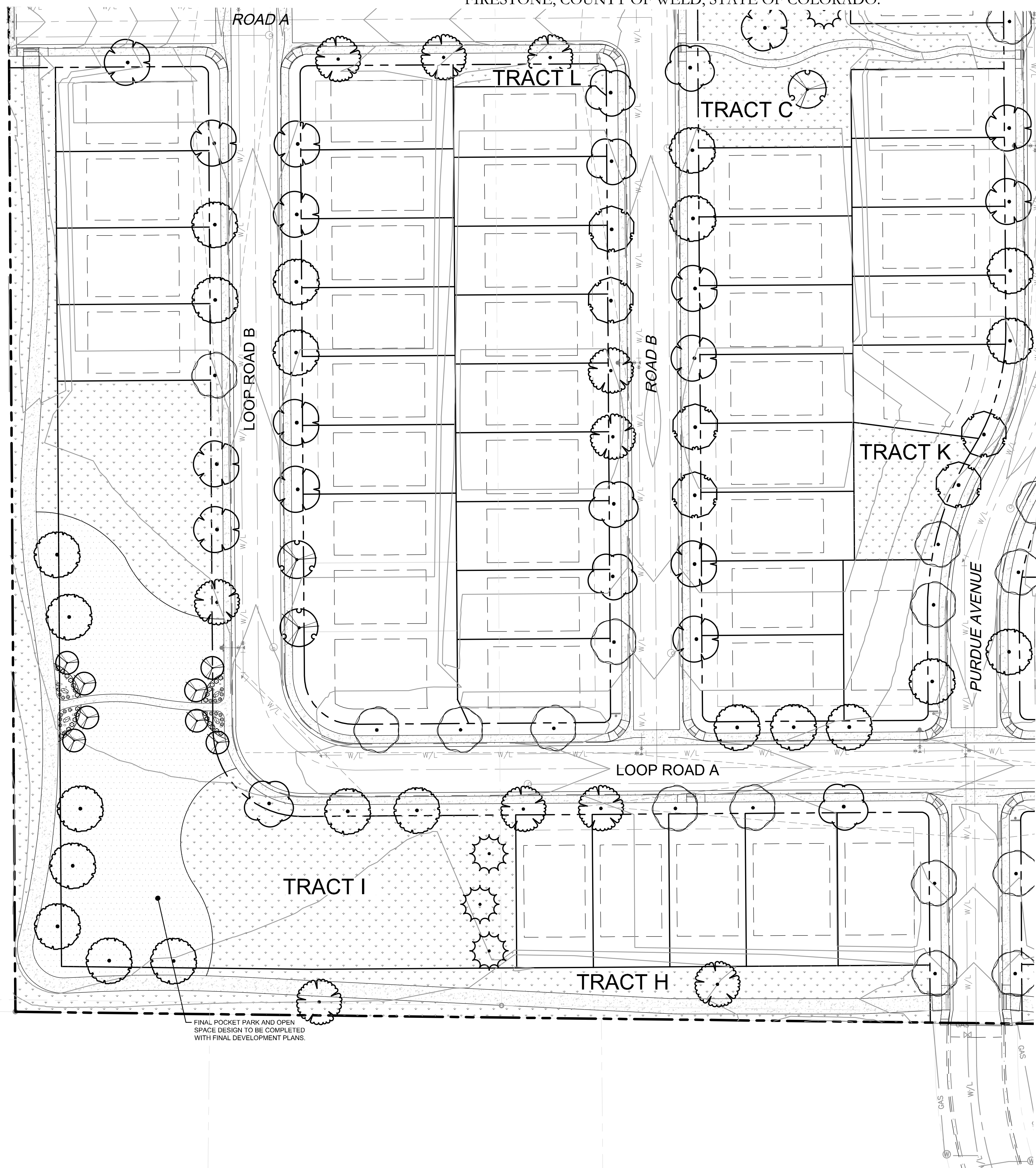
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LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

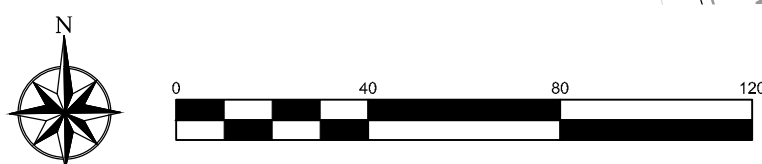
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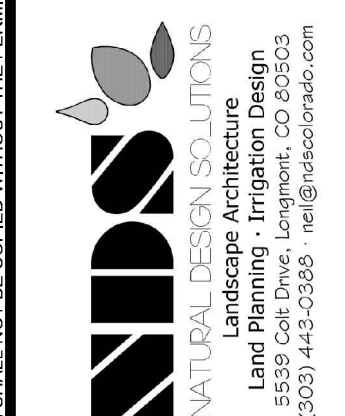
LANDSCAPE PLAN ENLARGEMENT
SCALE: 1" = 40'



FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

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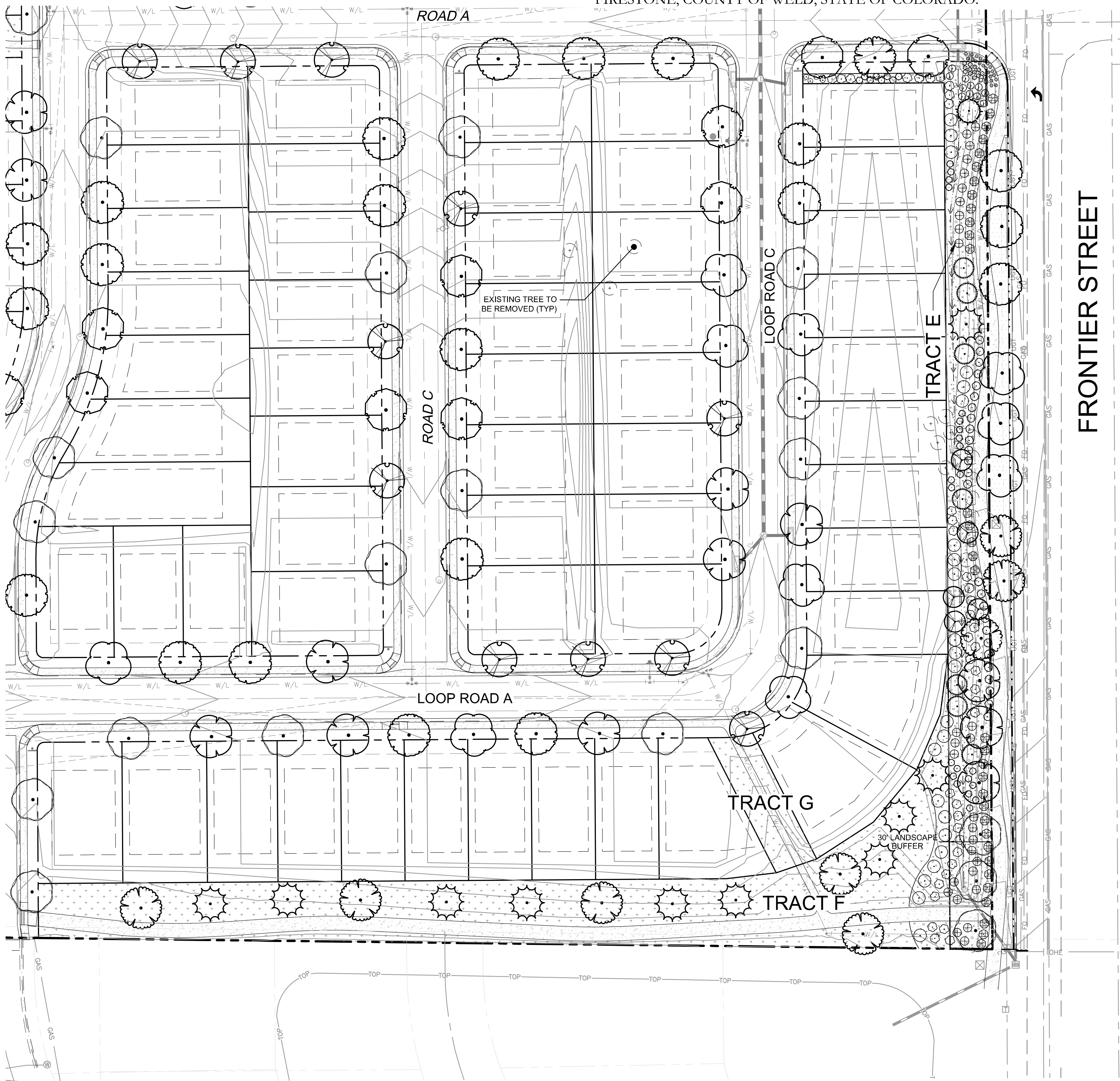


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LANDSCAPE CONSTRUCTION DOCUMENT

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.



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LANDSCAPE PLAN ENLARGEMENT

SCALE: 1" = 40'



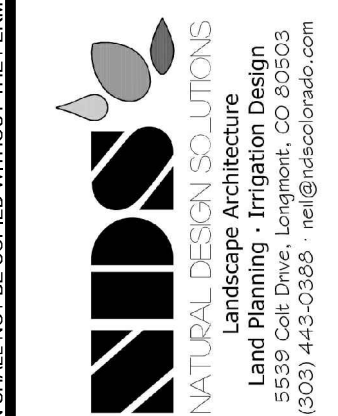
FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

PROJ. NO.:
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SCALE: See Sheet
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SHEET L15
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REVISIONS:
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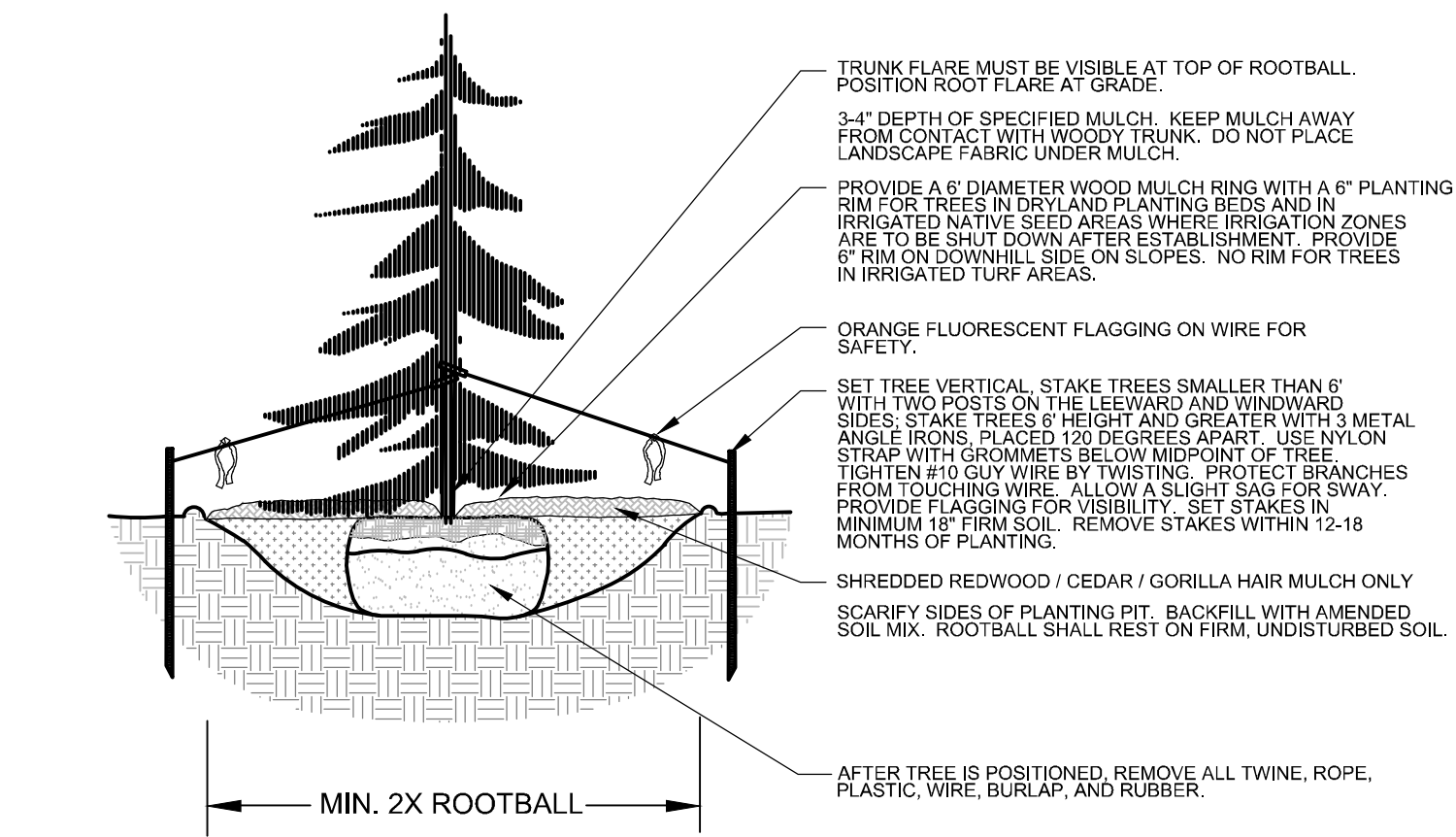
GENERAL NOTES

- (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

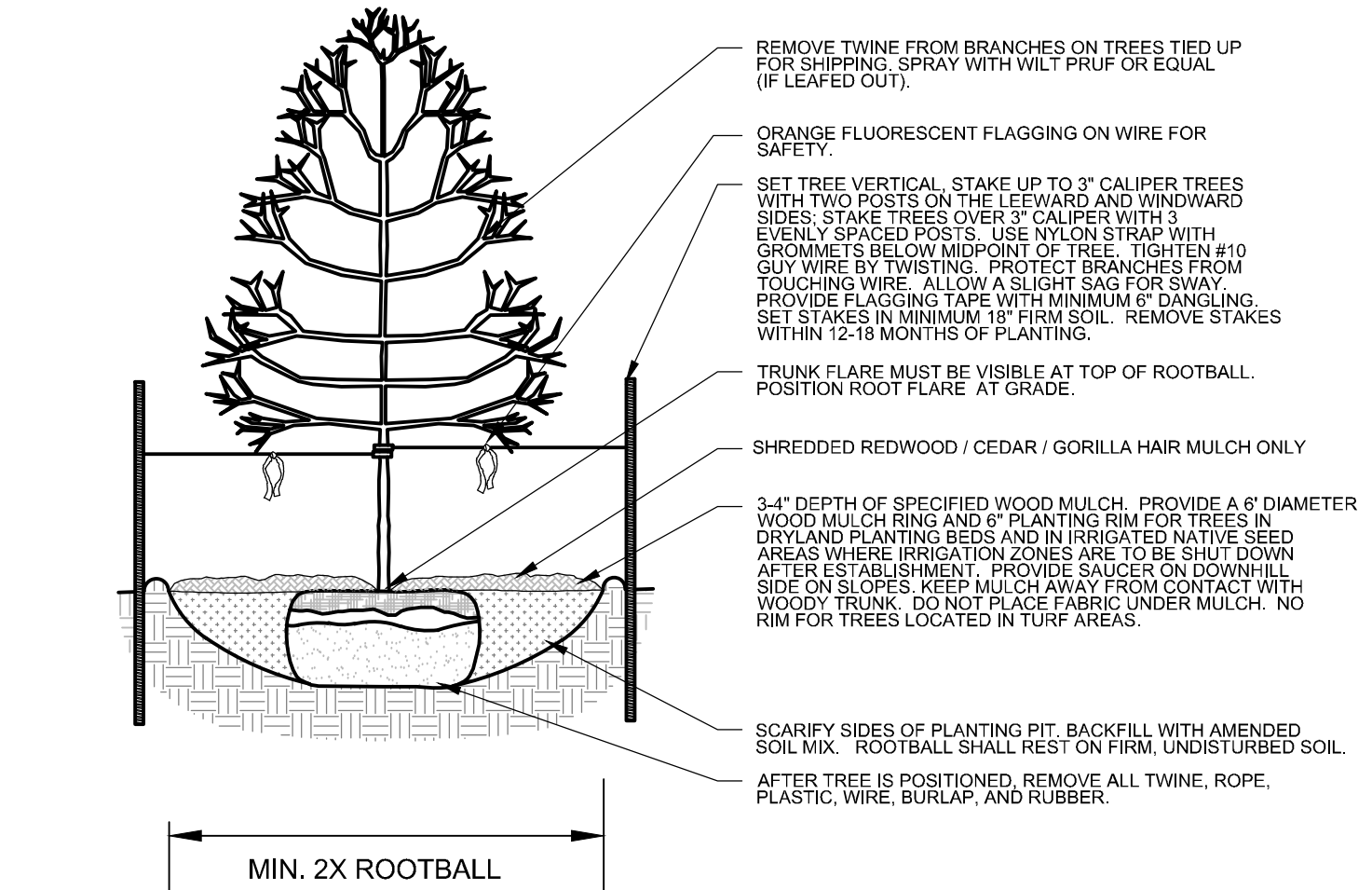
LANDSCAPE CONSTRUCTION DOCUMENT

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 REMOVE DEAD TWIGS AND BRANCHES FROM ALL NEW AND EXISTING PLANT MATERIAL IN A MANNER THAT DOES NOT CHANGE THE NATURAL HABIT OF THE PLANT MATERIAL. SCARES OF 1" OR MORE SHALL BE PAINTED WITH ORGANIC TREE PAINT. CENTRAL LEADERS SHALL NOT BE REMOVED AT ANY TIME. NEWLY PLANTED TREES WITHOUT CENTRAL LEADERS WILL BE REJECTED.
 - CONTRACTOR TO APPLY FERTILIZER IN SPRING & LATE SEPTEMBER. WATER THOROUGHLY AFTER APPLICATION OF FERTILIZERS.
 - ALL SEEDED AND SODDED AREAS TO HAVE RECOMMEND FERTILIZER APPLICATIONS ADDED ONCE IN MID TO LATE JUNE AND ONCE IN LATE SEPTEMBER. WATER THOROUGHLY AFTER APPLICATION OF FERTILIZERS.
 - ALL PLANT MATERIALS AND UTILITIES ARE SHOWN AT AN APPROXIMATE LOCATIONS. THE CONTRACTOR MAY NEED TO ADJUST LOCATIONS OF PLANT MATERIAL TO ADHERE TO SPECIFIC ON-SITE CONDITIONS AND CODE REQUIREMENTS. ALL TREES AND SHRUBS TO BE PLACES AT 2' MINIMUM BACK OF CURB. CONTRACTOR TO CALL FOR UTILITY LOCATES BEFORE PLANTING (TYP.) 1-800-922-1987, OR CALL 811 BEFORE YOU DIG!
 - STEEL EDGING TO BE USED TO SEPARATE ALL TURF AND/OR SEEDED AREAS FROM PLANTING BEDS. USE PERFORATED EDGING SEGMENTS TO OBTAIN POSITIVE DRAINAGE FOR ALL DRAINAGE SWALES OR AREAS OF STANDING WATER.
 - CONTRACTOR TO PROVIDE COBBLE & UNDERLAYMENT FOR BUILDING DRAINS AND SWALES THROUGH LANDSCAPED AREAS.
 - ALL REQUIRED LANDSCAPING TO BE INSTALLED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
 - ALL NURSERY STOCK TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI z60.1) AND THE COLORADO NURSERY ACT.
 - CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT FOR ALL REQUIRED INSPECTIONS. PROVIDE AT LEAST 48 HOURS NOTICE TO SCHEDULE AN INSPECTION. REQUIRED INSPECTIONS INCLUDE A LANDSCAPE LAYOUT AND PLANT MATERIAL VERIFICATION AND PLACEMENT INSPECTION, IRRIGATION MAIN LINE INSPECTION, LANDSCAPE AND IRRIGATION PUNCH LIST INSPECTION, AND A LANDSCAPE AND IRRIGATION FINAL INSPECTION.
 - CONTRACTOR IS TO PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIAL, TURF, IRRIGATION COMPONENTS, AND WORKMANSHIP. REPLACEMENT PLANT MATERIALS SHALL BE OF THE SAME SPECIES AND SIZE AS THE DECAYED OR DEAD PLANT MATERIAL. WARRANTY IS VOID IF PLANT MATERIAL ARE UNDER OR OVER-WATERED/FERTILIZED, DAMAGED BY VANDALISM OR NEGLECTED BY OWNER AFTER FINAL MAINTENANCE PERIOD AND FINAL ACCEPTANCE IS PROVIDED.
- REMOVE ALL TREE STAKING MATERIALS AT END OF WARRANTY, PRIOR TO FINAL ACCEPTANCE

- 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:

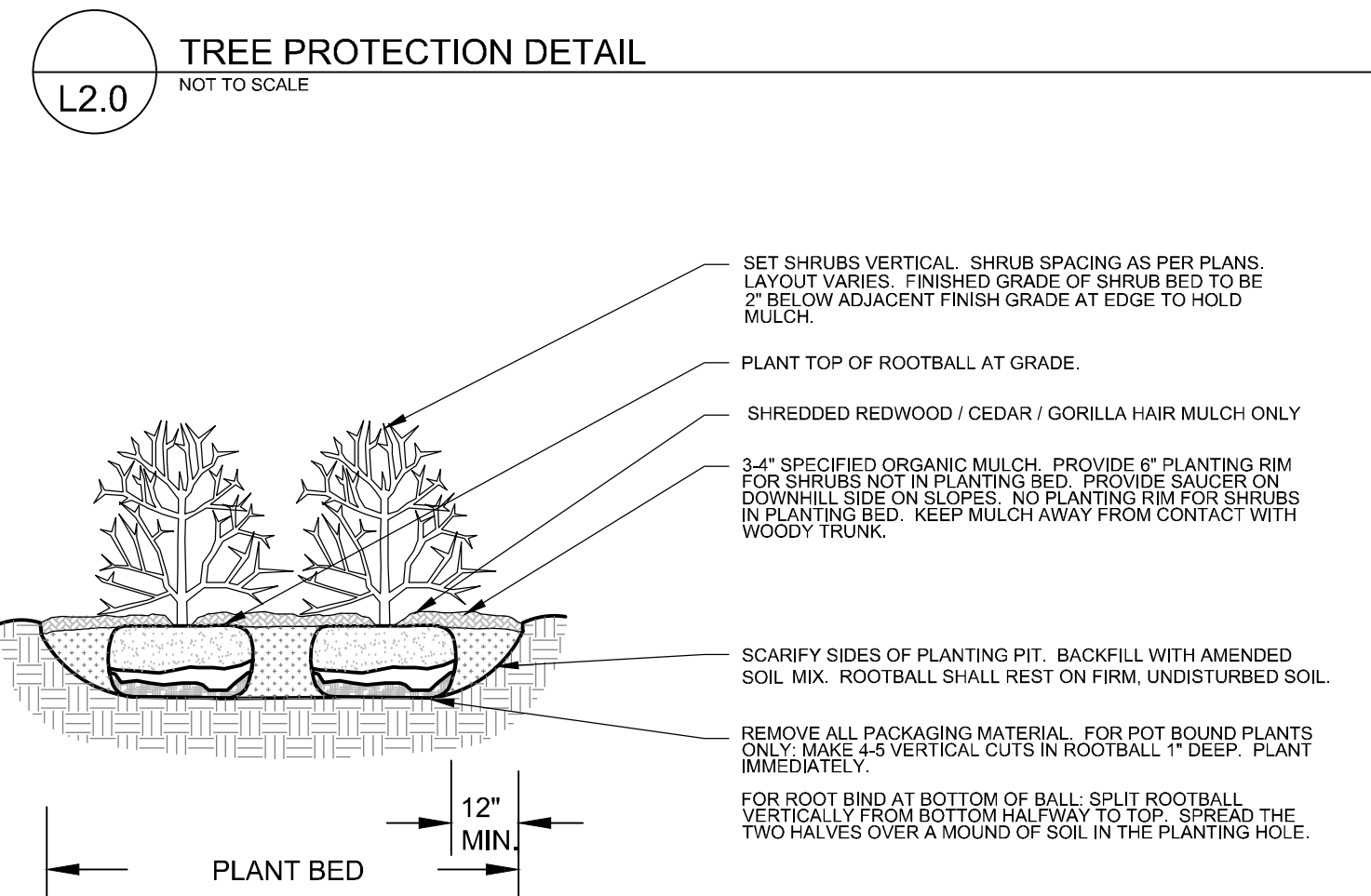
PROTECTIVE FENCING:

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.

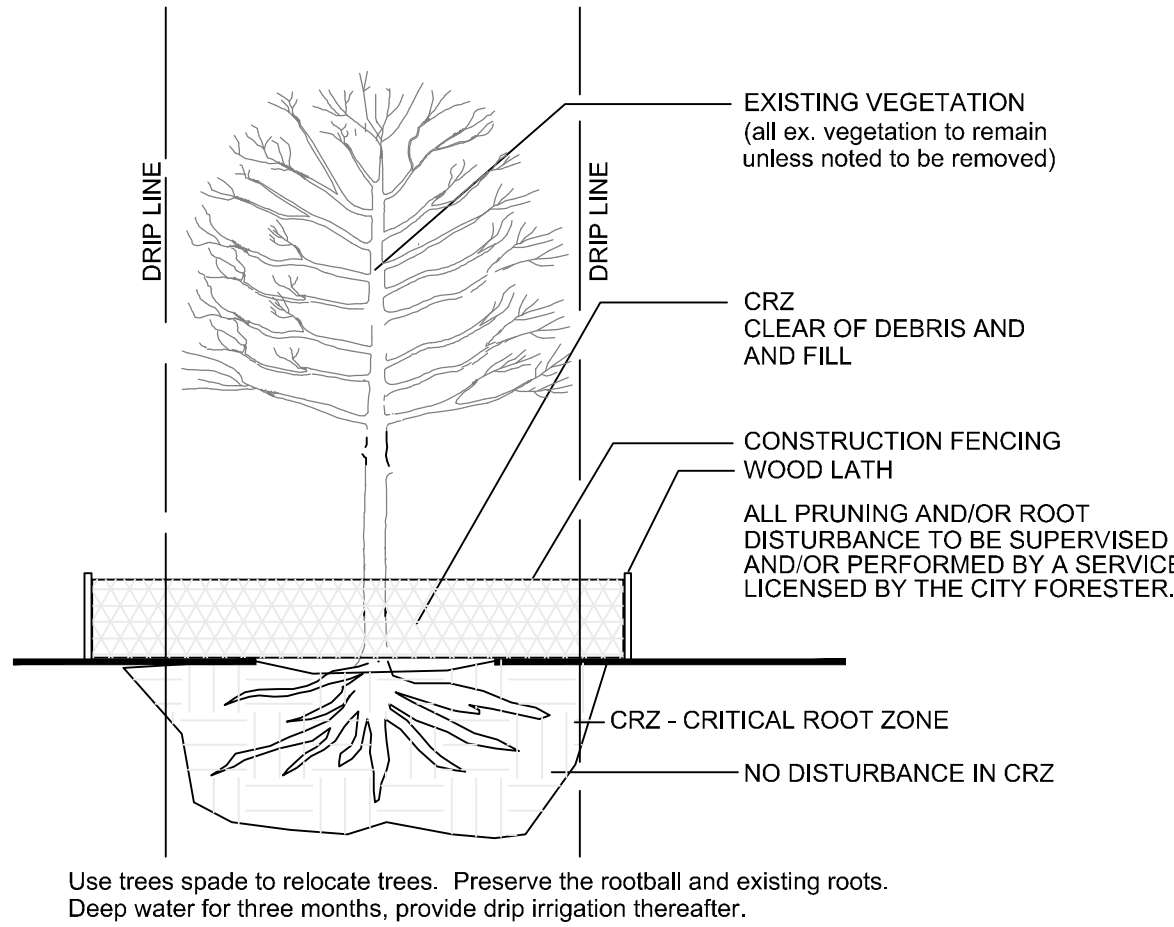
IF ROOT PRUNING IS NECESSARY FOR GRADING, EXCAVATING, OR INSTALLATION OF IRRIGATION SYSTEM, ALL ROOT PRUNING IS TO TAKE PLACE OUTSIDE OF THE PROTECTIVE FENCING AROUND EACH TREE. CONTRACTOR IS TO TRENCH 12" AWAY FROM PROTECTIVE FENCING. ANY ROOTS LARGER THAN 2" ARE TO BE SAW CUT. CONTRACTOR IS TO HAND 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).



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

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

FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 24-02

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF THE FRONTIER ESTATES FILING NO. 2
PRELIMINARY SUBDIVISION PLAT**

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

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

WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application.

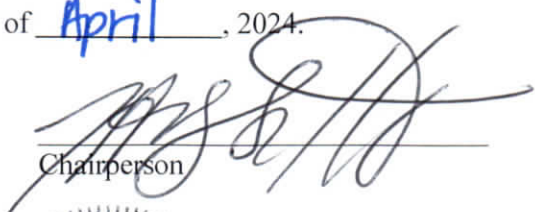
**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING
COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:**

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends the Board of Trustees approve the Frontier Estates Filing No. 2, Preliminary Plat, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance 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.

PASSED AND ADOPTED this 4th day of April, 2024.


Chairperson

ATTEST:

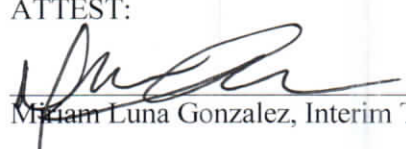

Miriam Luna Gonzalez, Interim Town Clerk



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
Planning and Zoning Commission**

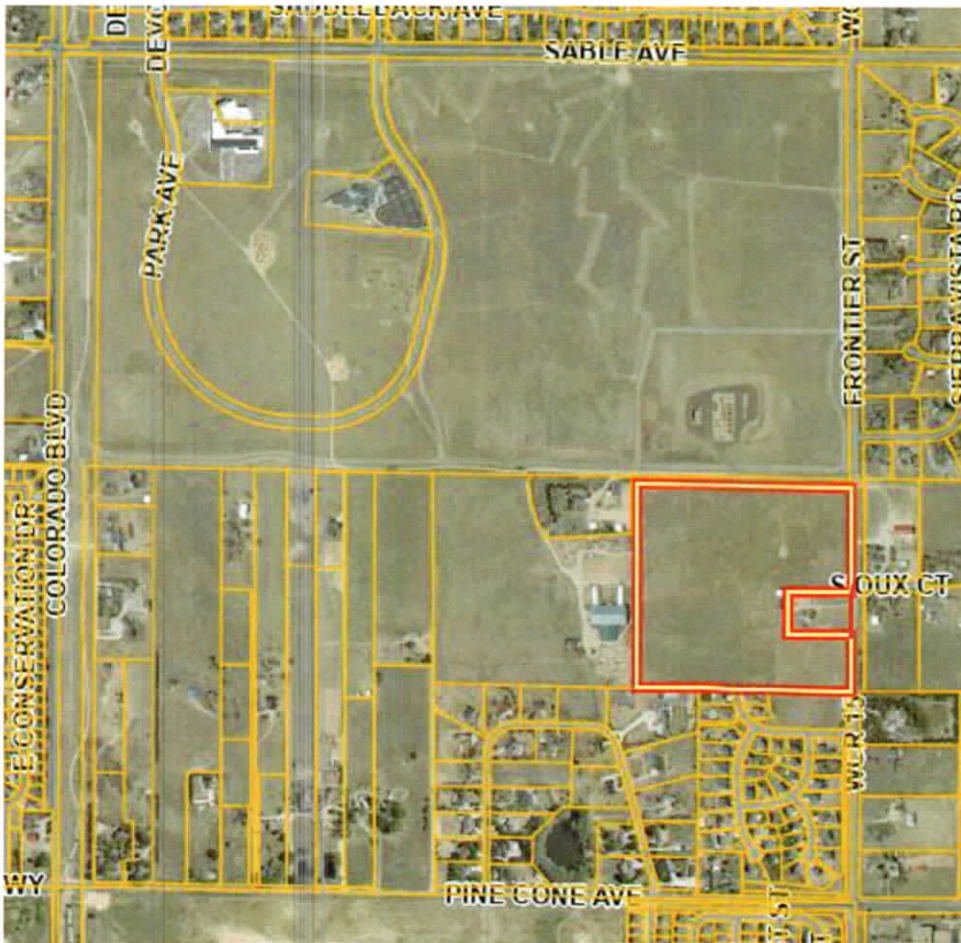
April 4, 2024

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 Subdivision 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.

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.

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

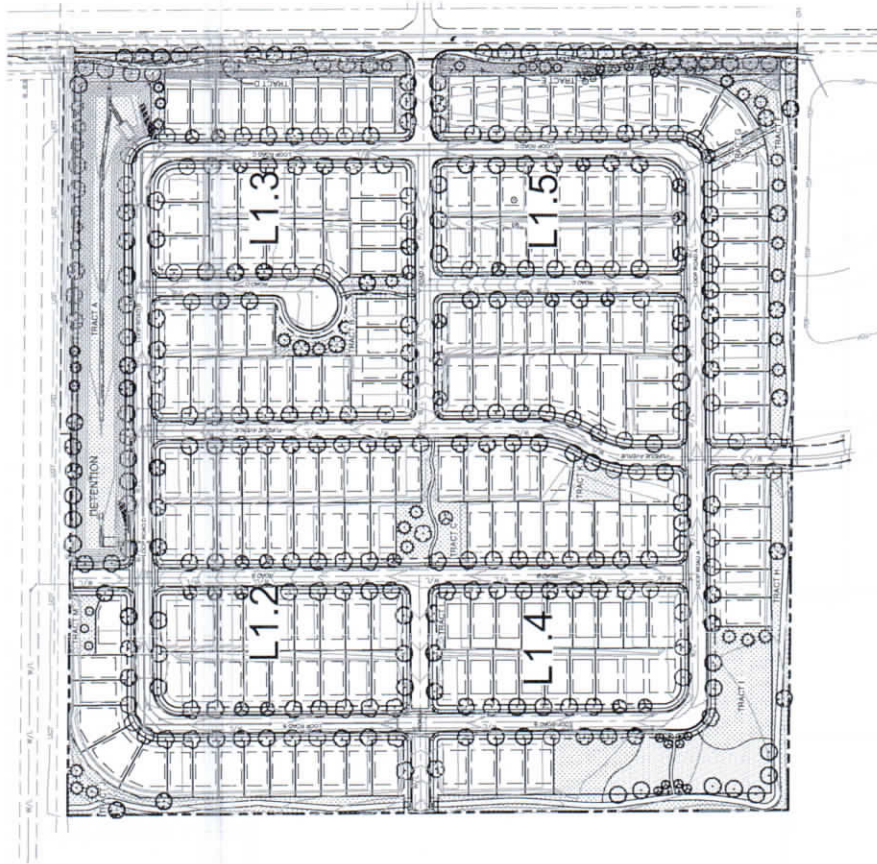
Town staff recommends the Planning and Zoning Commission approve draft Resolution PC-24-02, a resolution recommending approval of the Frontier Estates Filing No. 2 Preliminary Plat application to the Board of Trustees with the following conditions:

- 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.

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'

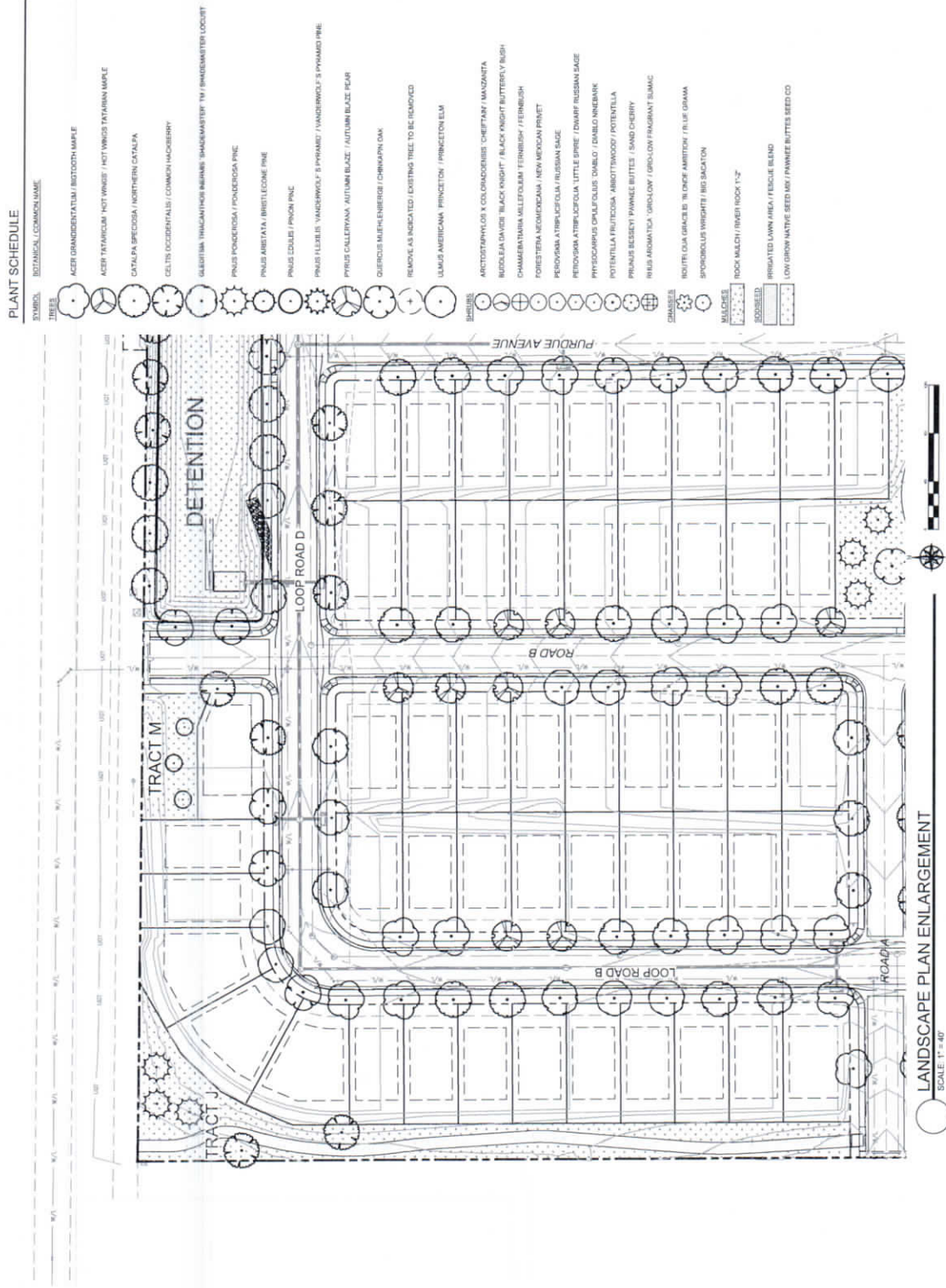
PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	COL
	AG	42	ACER GRANDIDENTATUM / BIGTOOTH MAPLE	8.8 B	2' CAL
	AT	13	ACER TATARICUM / HOT WINGS / HOT WINGS TATARICA MAPLE	8.8 B	1.5' CAL
	CS	87	CATALPA SPECIOSA / NORTHERN CATALPA	8.8 B	2' CAL
	CO	46	CELTIS OCCIDENTALIS / COMMON HACKBERRY	8.8 B	2' CAL
	QT	36	QUERCUS TINCTORIA / WHITE OAK	8.8 B	2' CAL
	PN	26	PINUS PONDEROSA / PONDEROSA PINE	6' B&B	
	PA	7	PINUS ARISTATA / FIRST ECHO PINE	6' B&B	
	PE	10	PINUS EDULIS / PINON PINE	6' B&B	
	PF	8	PINUS FLEXILIS / VANDERVOEF'S PINE / VANDERVOEF'S PYRAMID PINE	6' B&B	6' HT
	PC	26	PINUS CALLERYANA / AUTUMN BLAZE / AUTUMN BLAZE PINE	8.8 B	1.5' CAL
	QM	46	QUERCUS MUHLENBERGII / CHINKAPIN OAK	8.8 B	2' CAL
	EC	18	ELM CANADENSIS / REDBARK ELM / REDBARK TREE TO BE REMOVED	EX	
	UA	56	ULMUS AMERICANA / PRINCETON / PRINCETON ELM	8.8 B	1.5' CAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	COL
	AC	36	ARCTOSTAPHYLOS UVA-URSI / CHERRY / MANZANITA	5' GAL	
	BD	11	BUDDEJA DAVIDII / BLACK KNIGHT / BUTTERFLY BUSH	5' GAL	
	CA	48	CHAMAENERION ANGSTIFOLIUM / FERNBUSH / FERNBUSH	5' GAL	
	FM	36	FORSYTHIA VIRIDISSIMA / NEW MEXICAN PRIVET	4' HT	
	PAP	10	PERSEA ATROPURPUREA / RUSSIAN BAC	1' GAL	
	PAL	41	PERSEA ATROPURPUREA / LITTLE SPINE / DWARF RUSSIAN BAC	5' GAL	
	PO	75	PHYSOCARPUS OPULIFOLIUS / DABO / DABO MANBARK	5' GAL	
	PF	7	POTENTILLA FRUTICOSA / AMBITTERWOOD / POTENTILLA	5' GAL	
	PBP	6	PRUNUS BESSEYI / PINEAPPLE BUTTER / PINEAPPLE BUTTER	5' GAL	
	RA	56	RHUS AROMATICA / URDLOW / URDLOW FRAGRANT SUMAC	5' GAL	
	RA	57	RHUS AROMATICA / URDLOW / URDLOW FRAGRANT SUMAC	1' GAL	
	SV	65	SPOROBOLUS VAGINATUS / BIG SACKTON	1' GAL	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	COL
	RM	30,000 SF	ROCK MULCH / RIVER ROCK 1/2"		MULCH
	RM	41,173 SF	ROCK MULCH / RIVER ROCK 1/2"		MULCH
	RM	232,486 SF	ROCK MULCH / RIVER ROCK 1/2"		MULCH
	RM	41,173 SF	ROCK MULCH / RIVER ROCK 1/2"		MULCH
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	RM	232,486 SF	ROCK MULCH / RIVER ROCK 1/2"		M

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.



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



PLANT SCHEDULE	
EXTRAS	BOTANICAL COMMON NAME
	ACEF GRANDETATUM / BISTHOOT MAPLE
	ACEF TATARIUM / HOT WINGS / TATARIAN MAPLE
	CATALPA SPECIOSA / NORTHERN CATALPA
	CELTIS OCCIDENTALIS / COMMON HOGCHERRY
	OLESTIMA TIBICANTIOS NERBIS / SHADEMASTER TM / SHADEMASTER LOGST
	PRUNUS PANDERICA / PANDERICA PINE
	PRUNUS AMERSTATA / BROSTELEONE PINE
	PRUNUS EDULIS / FRONCH PINE
	PRUNUS FLORULUS / VANDERWOLF'S PRINCE / VANDERWOLF'S PYRAMID PINE
	PRUNUS CALIFORNIANA / AUTUMN BLAZE / AUTUMN BLAZE PEAR
	QUERCUS RUBRA / NORTHERN RED OAK
	REMOVES AS INDICATED / EXISTING TREE TO BE REMOVED
	ULMUS AMERICANA / PRINCETON / PRINCETON ELM
	ARCTOSTAPHYLOS X COLUMBIANUS / CHIEFTAIN / MANZANITA
	BURNING BUSH / BURNING BUSH / BURNING BUSH
	CHAMPAIGNA NERBIFOLIA / PENNIBURY / PENNIBURY
	FORESTIA NORTHERNA / NORTHERN PRIVET
	PERONIA ATRIPICOLA / RUSSIAN SAGE
	PERONIA ATRIPICOLA / LITTLE SPIRE / DWARF RUSSIAN SAGE
	PHYSCALOPUS OULEPUS / TALE / DABLO / NINESTAR
	POTENTILLA FRUTICOSA / AMBROWOOD / POTENTILLA
	PRUNUS BESSY / PINKET BUTTES / SAID CHERRY
	PRUNUS AROMATICA / GROUND-LOW / GROUND-LOW FRAGRANT ELIAC
	BOULEAU / GRACILE / BLONDE AMBITION / BLUE GRAMA
	SPIRUELOUS WRIGHTS / BBS SCAVEN
	ROCK MACH / HERR ROCK 1'-2'
	IMPERIAL JUAN ANITA / PISCUE BLEND
	LOW GROWN NATIVE BEED MAY / PEARNE BUTTES BEED CO
	

FRONTIER ESTATES FILING 2

The site plan illustrates the proposed development layout. It features several tracts labeled TRACT A through TRACT L. TRACT A is located at the bottom right, TRACT B at the bottom left, TRACT C at the top left, TRACT D at the top right, TRACT E at the bottom center, TRACT F at the top center, TRACT G at the bottom center, TRACT H at the top center, TRACT I at the bottom center, TRACT J at the top center, TRACT K at the top center, and TRACT L at the bottom center. The plan also shows Loop Road A, Loop Road B, and Purdue Avenue. Lot numbers are indicated throughout the plan, and a north arrow is present in the bottom right corner.

PLANT SCHEDULE

EMERALD

BOZZALANI COMMON NAME

1

ACER GRANDIDENTUM / BISTORT MARI

2

ACER TATANUM / HOT WINGS / HOT WINGS TATANUM MAPLE

3

CATALPA SPECIOSA / NORTHERN CATALPA

4

CELTIS OCCIDENTALIS / COMMON HOBBERRY

5

OLEOSTERIS TIBICANTHUS INTERNUS / SHAZAMASTER™ / SHAZAMASTER LOCUM

6

PRUNUS PENDERGOSA / PENDERGOSA PINE

7

PRUNUS AMSTUTIA / BRISTLECONE PINE

8

PRUNUS EDULIS / PINCH PINE

9

PRUNUS FLOIDUS / VANDERWOLF'S PYRAMID / VANDERWOLF'S PYRAMID PINE

10

PRUNUS CALIFORNICA / AUTUMN BLAZE / AUTUMN BLAZE PEAR

11

QUERCUS LAEVIS / WHITE OAK / CHINA WHITE OAK

12

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

13

ULMUS AMERICANA / PRINCETON / PRINCETON ELM

14

ANICTOS APHYLLUS X COLONADENSIS / CHEFTAIN / MANDARITA

15

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

16

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

17

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

18

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

19

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

20

PHYSOCARPUS OPULIFOLIA / EMERALD / EMERALD WINEBARK

21

POTENTILLA FRUTICOSA / ABBOTTWOOD / POTENTILLA

22

PRUNUS BESSYI / PAMIR BUTTES / TANG CHERRY

23

PRUNUS ANOMATA / GROUND / GROUND / FROSTING LEMON

24

BOUTELOUA GRACILIS / BLONDE AMBITION / BLUE GRAMA

25

SPHONDELIS WABSHET / BIG SACKTON

26

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

27

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

28

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

29

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

30

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

31

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

32

PHYSOCARPUS OPULIFOLIA / EMERALD / EMERALD WINEBARK

33

POTENTILLA FRUTICOSA / ABBOTTWOOD / POTENTILLA

34

PRUNUS BESSYI / PAMIR BUTTES / TANG CHERRY

35

PRUNUS ANOMATA / GROUND / GROUND / FROSTING LEMON

36

BOUTELOUA GRACILIS / BLONDE AMBITION / BLUE GRAMA

37

SPHONDELIS WABSHET / BIG SACKTON

38

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

39

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

40

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

41

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

42

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

43

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

44

PHYSOCARPUS OPULIFOLIA / EMERALD / EMERALD WINEBARK

45

POTENTILLA FRUTICOSA / ABBOTTWOOD / POTENTILLA

46

PRUNUS BESSYI / PAMIR BUTTES / TANG CHERRY

47

PRUNUS ANOMATA / GROUND / GROUND / FROSTING LEMON

48

BOUTELOUA GRACILIS / BLONDE AMBITION / BLUE GRAMA

49

SPHONDELIS WABSHET / BIG SACKTON

50

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

51

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

52

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

53

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

54

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

55

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

56

PHYSOCARPUS OPULIFOLIA / EMERALD / EMERALD WINEBARK

57

POTENTILLA FRUTICOSA / ABBOTTWOOD / POTENTILLA

58

PRUNUS BESSYI / PAMIR BUTTES / TANG CHERRY

59

PRUNUS ANOMATA / GROUND / GROUND / FROSTING LEMON

60

BOUTELOUA GRACILIS / BLONDE AMBITION / BLUE GRAMA

61

SPHONDELIS WABSHET / BIG SACKTON

62

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

63

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

64

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

65

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

66

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

67

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

68

PHYSOCARPUS OPULIFOLIA / EMERALD / EMERALD WINEBARK

69

POTENTILLA FRUTICOSA / ABBOTTWOOD / POTENTILLA

70

PRUNUS BESSYI / PAMIR BUTTES / TANG CHERRY

71

PRUNUS ANOMATA / GROUND / GROUND / FROSTING LEMON

72

BOUTELOUA GRACILIS / BLONDE AMBITION / BLUE GRAMA

73

SPHONDELIS WABSHET / BIG SACKTON

74

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

75

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

76

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

77

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

78

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

79

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

80

PHYSOCARPUS OPULIFOLIA / EMERALD / EMERALD WINEBARK

81

POTENTILLA FRUTICOSA / ABBOTTWOOD / POTENTILLA

82

PRUNUS BESSYI / PAMIR BUTTES / TANG CHERRY

83

PRUNUS ANOMATA / GROUND / GROUND / FROSTING LEMON

84

BOUTELOUA GRACILIS / BLONDE AMBITION / BLUE GRAMA

85

SPHONDELIS WABSHET / BIG SACKTON

86

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

87

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

88

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

89

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

90

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

91

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

92

PHYSOCARPUS OPULIFOLIA / EMERALD / EMERALD WINEBARK

93

POTENTILLA FRUTICOSA / ABBOTTWOOD / POTENTILLA

94

PRUNUS BESSYI / PAMIR BUTTES / TANG CHERRY

95

PRUNUS ANOMATA / GROUND / GROUND / FROSTING LEMON

96

BOUTELOUA GRACILIS / BLONDE AMBITION / BLUE GRAMA

97

SPHONDELIS WABSHET / BIG SACKTON

98

REMOVE AS INDICATED / DROPPING TREE TO BE REMOVED

99

RUDEA ELA / DANIEL BLACH KNIGHT / IN EACH INDENT BUTTERFLY BLUSH

100

CHAMMATAIRIA MELIETOLLUM / FERNBUSH / FERNBUSH

101

FORESTRIA NEOPARCANIA / NYMA AMERICAN PRINCE

102

PERCOPHYA ATRIPICIFOLIA / RUSSIAN SAUCE

103

PEROPHYA ATRIPICIFOLIA / LITTLE SPICE / DWARF RUSSIAN SAUCE

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LANDSCAPE PLAN ENLARGEMENT

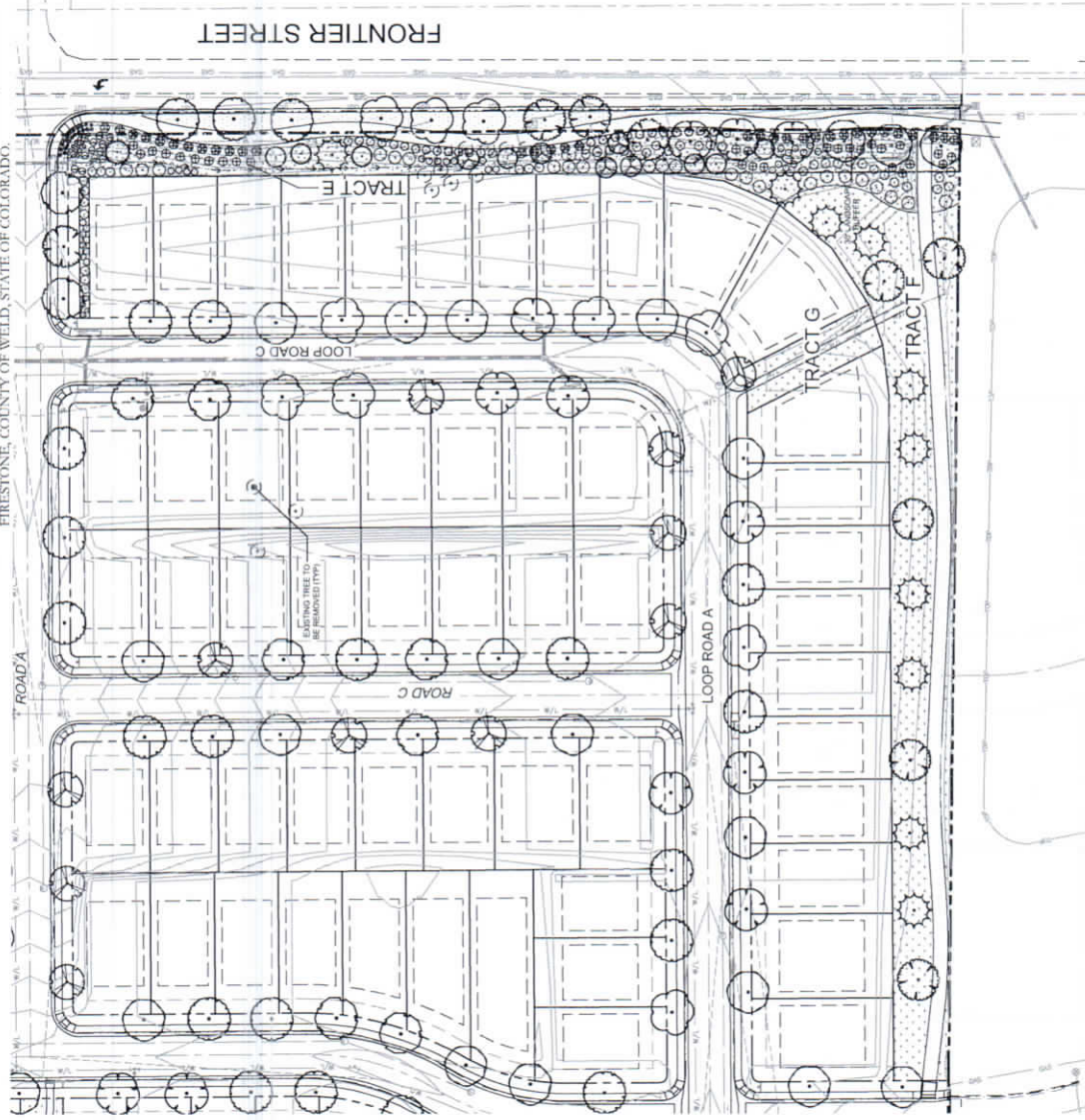
SCALE 1" = 40'



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
	ACER BRACHYCARPUM / RED TOOTH MAPLE
	ACER TATARICUM / HOT WINGED TATARIAN MAPLE
	CATALPA SPECIOSA / NORTHERN CATALPA
	CELTIS OCCIDENTALIS / COMMON HICKORY
	QUERCUS PRINCEPS / SHADENMASTER TU / SHADENMASTER LOGS
	PRUNUS PANDORA / PANDORA PINE
	PRUNUS AMERICA / WHITE PINE
	PRUNUS EDULIS / PRIN PINE
	PRUNUS FLECKER / VANDERWALF'S PRINARD / VANDERWALF'S PRINARD PINE
	PRUNUS CALLERYANA / AUTUMN BLAZE / AUTUMN BLAZE PEAR
	QUERCUS MUhlenbergii / CHINKAPII OAK
	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED
	ULMUS AMERICANA / PRINCETON / PRINCETON ELM
	ARCTOSTAPHYLOS X CORYDOBORA / CHESTNUT / MANZANITA
	RUEDELA DAVIES / BLACK KNIGHT / BLACK KNIGHT BUTTERNUT V BUSH
	CHAMEROPS ELAEOCARPA / FERNBUSH / FERNBUSH
	FORSYTHIA KOREANICA / NEW MEXICAN PRIVET
	PEROVSKIA ATROPURPUREA / RUSSIAN SAGE
	PEROVSKIA ATROPURPUREA / LITTLE SPICE / DONAR RUSSIAN SAGE
	PHYSCOCARPUS OPULIFOLIA / DABLO / DABLO MINEBARK
	POTENTILLA FRUTICOSA / ABOTTWOOD / POTENTILLA
	PRUNUS BESSEYI / PAMMIE BUTTES / SAND CHERRY
	PRUNUS ANOMALICA / DRAGON / DRAGON FRAGRANT SUMAC
	BOYLEA GRACILIS / BLUE AMBITON / BLUE GRAMA
	SPONDOLEPS WRIGHTII / RED SACKTON
	ROCK MALLOW / WHITE ROCK 1'2"
	ROCK MALLOW
	IRRIGATED / AMM AREA / FESCUE BLEND
	LOW GROW NATIVE SEED MIX / PAMMIE BUTTES SEED CO

LANDSCAPE PLAN ENLARGEMENT

SCALE 1" = 40'



LANDSCAPE PLAN

FRONTIER ESTATES
FIRESTONE, CO

PROJ. NO. 11.12.23
DATE 11.12.23
SCALE 1" = 40'
DRAWN BY JRD
CHECK BY JRD
SHEET 11.12.23

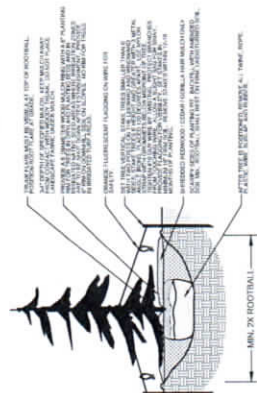
REVISIONS:
AGENCY COMMENTS 09.12.23
AGENCY COMMENTS 11.02.23
AGENCY COMMENTS 12.02.23
AGENCY COMMENTS 02.12.24

(Note: All references to "Contractor" are specific to "Landscape Contractor" unless noted as "General or other type of Contractor")

- [illegible]

1. DO NOT REMOVE OR CUT LEADER.
2. PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.

- DO NOT REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
3. KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
4. AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
5. MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND NO DATE TREE TO FACE NORTH AT THE SITE.
WHENEVER POSSIBLE,
6. PLANT AND SPRUCE TREES TO BE SHAVED FOR BARK BEETLE PROOF TO PLANTING. COORDINATE WITH
CITY FORESTRY
FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.



EVERGREEN TREE PLANTING DETAIL
1/2" = 1'-0" SCALE

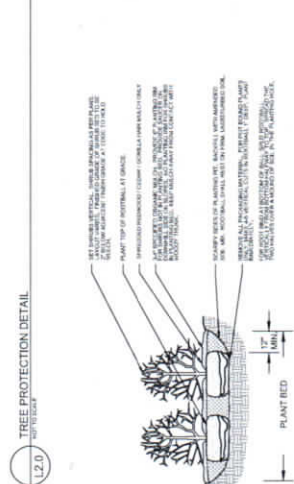
PROTECTIVE FENCING:

FOUR FOOT HEIGHT PROTECTIVE FENCING IS TO BE INSTALLED ALONG 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 THROUGHOUT CONSTRUCTION OF THE PROJECT.

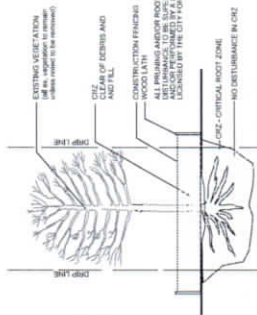
ALL ROOT PRUNING IS TO BE DONE BY A LICENSED ARBORIST, OR INSTALLATION OF IRRIGATION SYSTEM. PROTECTIVE FENCING IS TO BE INSTALLED AROUND EACH TREE.

ALL ROOT PRUNING IS TO TAKE PLACE OUTSIDE OF THE PROTECTIVE FENCING AROUND EACH TREE. PROTECTIVE FENCING IS TO BE THICKEN 12" AWAY FROM PROTECTIVE FENCING. ANY ROOTS LARGER THAN 2" ARE TO BE SAW CUT. CONTRACTOR IS TO HAND DIG ANY TRENCES AND SAW CUT ANY INTERIOR ROOTS INSIDE THE FENCING.

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 2.1 LBS. PER 1000 S.F. USE PRUNING LINE OF TREE TO CALCULATE SQUARE FOOTAGE.



0013-7928/96/0005-0000\$10.00/0



Use mass sprays in refectory areas. Preserve the natural and existing rooms.

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.

1. LANDSCAPING IS CONCEPTUAL AND WILL BE FURTHER DEFINED AT THE TIME OF THE FIDP.
2. OPEN SPACE OWNERSHIP WILL BE DETERMINED WITH THE RECORDING OF THE FINAL DEVELOPMENT PLANS FOR EACH FILING.
3. THE LANDSCAPE PAVING PLANS WILL BE PROVIDED AT THE TIME OF THE FIDP FOR PAVING AREAS.
4. ALL WELL SETBACK AREAS WILL BE SEEDING, DISTURBED AREAS FROM DRILLING OPERATIONS WILL BE RE-SEEDING.
5. FINAL LOT LOCATIONS WILL BE DETERMINED AT THE TIME OF THE FIDP.
6. THE LOT LOCATIONS SHOULD BE DETERMINED BY THE RECORDING OF THE FIDP, AS WELL AS THE CONNECTING ROAD BAND. ALL OTHER STREET LINES ARE TO BE PROVIDED BY THE INDIVIDUAL LOT OWNERS AS THEY ARE BUILT.

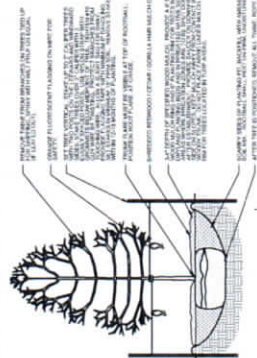
- MAINTENANCE. THE OWNER OF THIS PROPERTY AND ANY FUTURE OWNERS SHALL BE RESPONSIBLE FOR THE PROPER LANDSCAPE AND IRRIGATION MAINTENANCE OF THIS SITE, AND ANY RIGHT OF WAY ADJACENT TO THE CURB AND PROPERTY LINES OF THE SITE. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (1) ANNUAL SPRINKLER SYSTEM MAINTENANCE, (2) ANNUAL IRRIGATION LEAK REPAIR, (3) LANDSCAPE WEEDING, (4) MOWING, (5) SEEDING, (6) FERTILIZATION, (7) MOOD MUDS AND ROCK CROCK, (8) REPLACEMENT TRIMMING, AND (9) PLANT MATERIAL REPLACEMENT. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE AND IRRIGATION SYSTEMS OF THE SITE.

- [illegible]

- NOTES**
- MAIN: MARK THE NORTH SIDE OF THE HUSBURY, AND INDICATE THIS TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
- BRANCHES: MARK THE NORTH SIDE OF EACH BRANCH, AND INDICATE THIS TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
- INTERIOR: MARK THE NORTH SIDE OF EACH INTERIOR WALL OR BROWN BRANCHES, CROSS OVER BRANCHES, AND MARK OR MARKDOWN CROSSINGS. DRAW INSIDE OF WALLS AND BRANCHES WITH A PENCIL. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT USUALLY LEAD TO THE GROUND.
- STRUCTURAL: PLANTS SHOULD NOT BE GUTTED AFTER THEY ARE ESTABLISHED. IT TAKES SEVERAL YEARS TO REBUILD PLANTS AND HANDED OUT. PLANTING.
- DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
- DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
- WHAT? THINK ON EXPOSED STEMS AND SPECIES WITH THEM. USE ELECTRICAL OR DUCT TAPE, NOT TWINE.
- COORDINATE WITH CITY FOR CITY CONCERNS AND CONCERNS FROM PLANTING.
- COORDINATE WITH CITY FOR CONCERNS AND CONCERNS FROM PLANTING.

3. MARK THE NORTH SIDE OF TREE IN THE ALLEYWAY, AND ROTATE TREE TO FACE NORTHWAY THE SITE WHERE IT WAS POSSIBLE.

- [illegible]



MIN. 2X ROOTBALL

EVERGREEN TREE PLANTING DETAIL

DECIDUOUS TREE PLANTING DETAIL

SHRUB PLANTING DETAIL

PP-22-009

TYPE	AREA (AC.)	% OF TOTAL AREA
RESIDENTIAL LOTS (160)	20,748	53%
TRACTS (14)	7,415	18%
PUBLIC ROW	11,006	28%
TOTAL	39,169	100%

PERMUTES GROUP, INC.
825 MAIN STREET
LONGMONT, CO 80501
JULIA LEVYA
ALYX@PERMUTESGROUP.COM
(720) 684-4981

SURVEYOR:
DHRMATH LAND SURVEYING, LLC
77 ERBE VILLAGE SQUARE
DUE, CO 80518
DANIELA PERHART
DPERHART@DHRMATH.COM
(303) 829-3340

PERMUTES GROUP, INC.
825 MAIN STREET
LONGMONT, CO 80501
JULIA LEVYA
ALYX@PERMUTESGROUP.COM
(720) 684-4981

SURVEYOR:
FARNMOUTH
1585 COUNTY ROAD 15
WESTSTONE, CO 80550
MICHAEL FARNMOUTH
COLLEGE CREEK
LONGMONT, CO 80553
(303) 829-3340

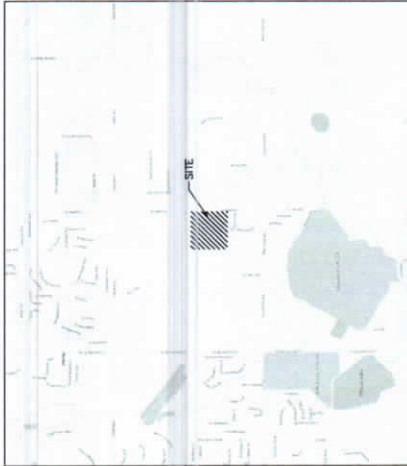
I, JOHN P. EHRLHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY MADE ON OCTOBER 1, 2021

- 1) **PROPERTY INFORMATION:** FILE NUMBER: 17-00-00778-00-17-00-0000, DATED: OCTOBER 1, 2021 & THE RECORDING INFORMATION: 17-00-00778-00-17-00-0000, FILED: OCTOBER 1, 2021. THE INFORMATION HEREIN IS BASED UPON THE RECORDS OF THE COUNTY OF COLORADO AND THE RECORDS OF THE COUNTY OF GARZA. THE INFORMATION HEREIN IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENTS.
- 2) **LEGAL DESCRIPTION:** THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENTS.
- 3) **LEGAL UNITS USED ARE:** U.S. SURVEY FEET
- 4) **LEGAL UNITS USED:** 7846.48 FEET, DIMENSIONED AS SHOWN HEREON.
- 5) **BASES OF BEARINGS:** THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, BEARING: S69°22'32"E (ASSUMED), A DISTANCE OF 7846.48 FEET, DIMENSIONED AS SHOWN HEREON.
- 6) **ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE PLAT OF FRONTIER ESTATES FINAL PLAT FILE NO. 1 RECORDED FEBRUARY 15, 2017 AT RECEPTION NO. 4376814.**
- 7) **FLOOD ZONE INFORMATION:** SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE OF THE 100-YEAR FLOOD ZONE). THE FLOOD ZONE INFORMATION WAS OBTAINED FROM THE COUNTY OF COLORADO AND THE COUNTY OF GARZA. THE INFORMATION HEREIN IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENTS.
- 8) **INCORPORATED AREAS:** MAP NUMBER 080221-188882, EFFECTIVE JANUARY 20, 2018.
- 9) **NOTICE:** ADVERSE TO COLORADO LAW YOU MUST COMMANDE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN TWO YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN THIS SURVEY. ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN TWO YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN THIS SURVEY IS BARRED.

THE T. T. ATC

TRACT SUMMARY CHART

TRACT SUMMARY CHART			OWNERSHIP	MAINTENANCE
TRACT	AREA (SQ. FT.)	USE		
A	91,366	COMMON AREA/PANORAMA EASEMENT/UTILITY EASEMENT/SEWAGE EASEMENT	HDA	HDA
B	12,262	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
C	15,556	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT/POCKET PARK	HDA	HDA
D	14,745	LANDSCAPE & IRRIGATION/UTILITY & SEWAGE EASEMENT	HDA	HDA
E	20,366	LANDSCAPE & IRRIGATION/UTILITY & SEWAGE EASEMENT	HDA	HDA
F	34,455	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
G	3,084	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
H	9,435	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
I	80,262	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT/NEIGHBORHOOD PARK	HDA	HDA
J	23,214	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
K	5,438	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
L	1,474	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
M	4,973	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
N	8,200	COMMON AREA/PUBLIC ACCESS/RR/RH/WAZE EASEMENT/UTILITY EASEMENT	HDA	HDA
TOTAL	323,008			

[illegible]

THIS IS TO CERTIFY THAT THE PLAT OF FRONTIER ESTATES FILING NO. 2 WAS APPROVED ON THIS 20 DAY OF NOVEMBER, 2010 BY RESOLUTION NO. 2010-001 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 _____

TOWN CLERK

PAGE NO.

1 OF 4

100

DATE: 5/27/24

DRAWN BY: JPC

EHRHART
LAND SURVEYING

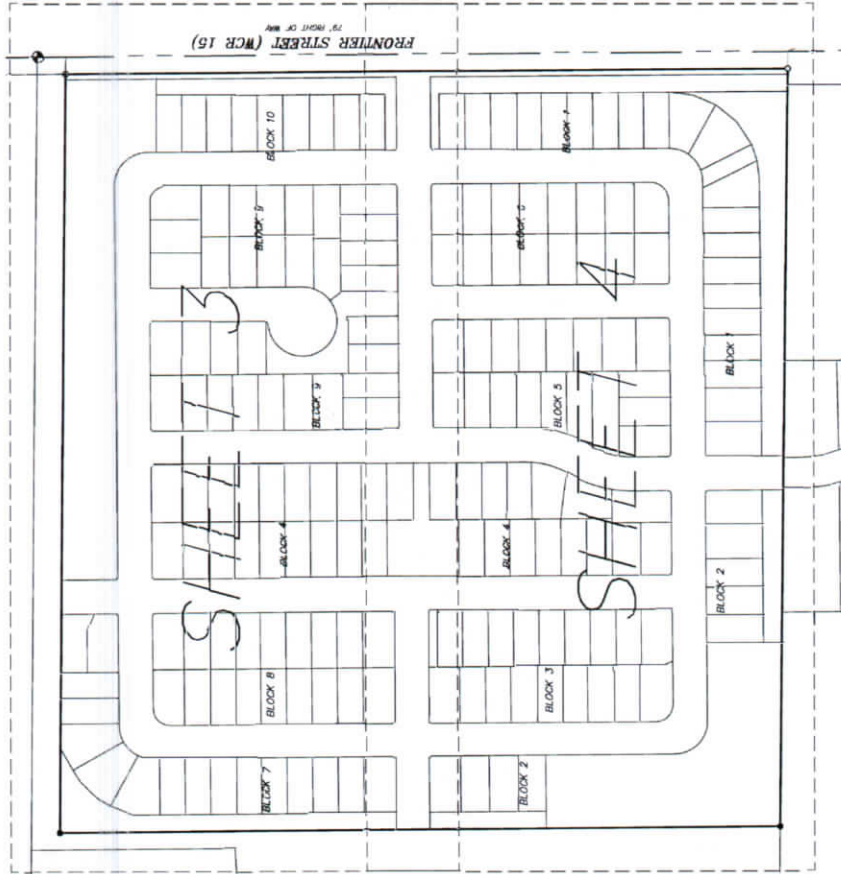
P.O. Box 930, Esbo, Colombia 80514, (303) 826-3340

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				
LAND USE DEDICATION	PERCENTAGE OF TOTAL AREA (ACRES)	PERCENTAGE OF TOTAL AREA (ACRES)	PERCENTAGE OF TOTAL AREA (ACRES)	PERCENTAGE OF TOTAL AREA (ACRES)
PROPOSED PARKS	0.316	0.331	0	0.0
NEIGHBORHOOD PARK	1.884	1.845	1	0.048
COMMUNITY PARK	3.156	0.000	3.156	3.156
OPEN SPACE DEDICATION	8.838	1.883	7.115	7.115
TOTAL PARK & OPEN SPACE	14.204	3.224	10.369	10.369
PERCENTAGE OF TOTAL AREA (ACRES)				

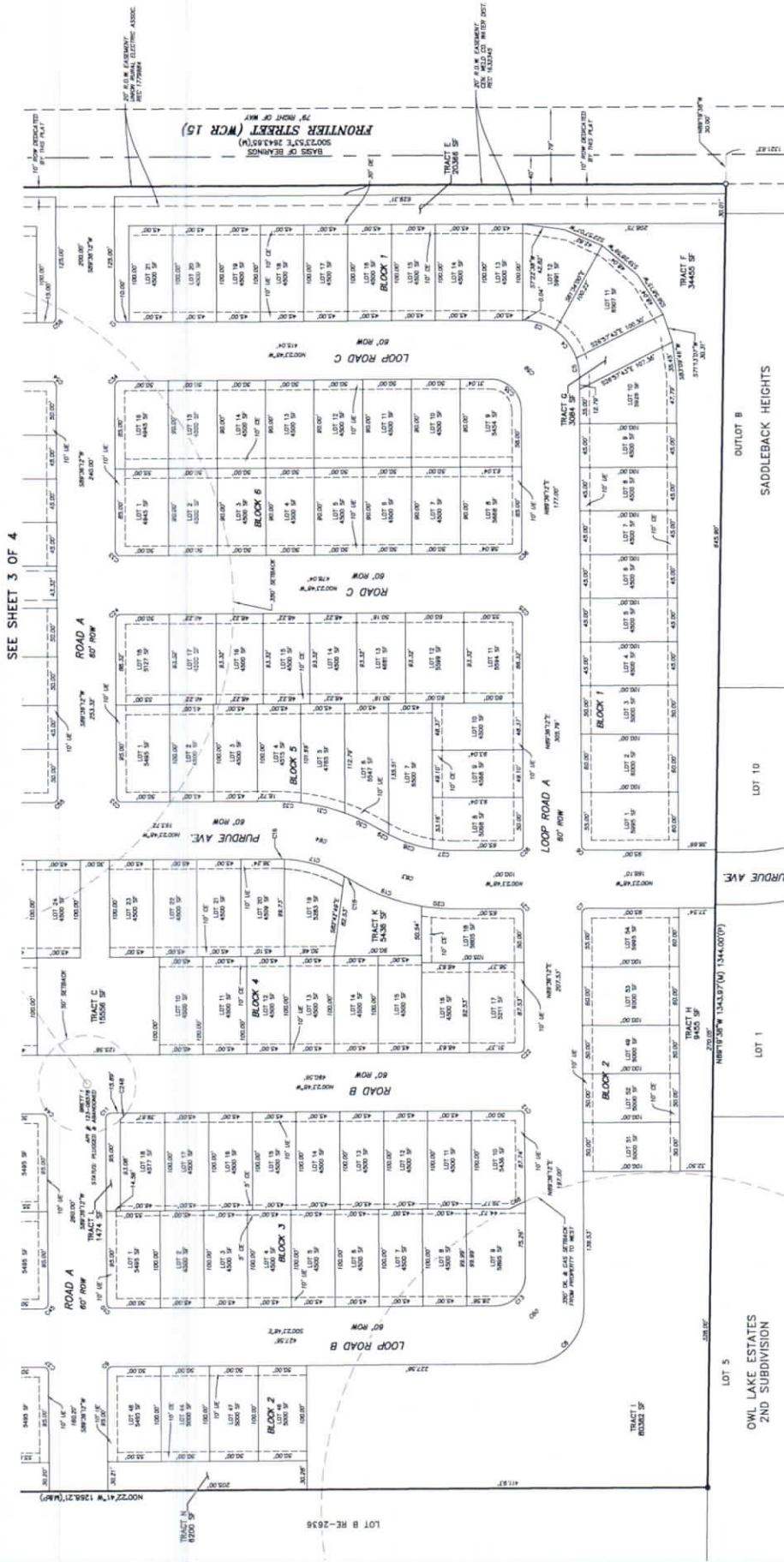
SUBDIVISION DATA TABLE				
TRACTS	14			
LOTS	189			
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	189			
NUMBER OF TRACTS	14			
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	7.43 ACRES			
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS PER ACRE)	9.11 LOTS/ACRE			
MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	4,500 SQ. FT.			
MAXIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	8,500 SQ. FT.			
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	4,604 SQ. FT.			

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	7.85	5.00	90.0000°	N43°30'17"E
C2	36.55	58.00	35.0731°	N77°00'52"E
C3	16.49	58.00	19.574°	N79°30'52"E
C4	7.85	5.00	90.0000°	N43°30'17"E
C5	7.85	5.00	90.0000°	N43°30'17"E
C6	7.85	5.00	90.0000°	N43°30'17"E
C7	7.85	5.00	90.0000°	N43°30'17"E
C8	7.85	5.00	90.0000°	N43°30'17"E
C9	7.85	5.00	90.0000°	N43°30'17"E
C10	7.85	5.00	90.0000°	N43°30'17"E
C11	7.85	5.00	90.0000°	N43°30'17"E
C12	7.85	5.00	90.0000°	N43°30'17"E
C13	7.85	5.00	90.0000°	N43°30'17"E
C14	7.85	5.00	90.0000°	N43°30'17"E
C15	7.85	5.00	90.0000°	N43°30'17"E
C16	7.85	5.00	90.0000°	N43°30'17"E
C17	7.85	5.00	90.0000°	N43°30'17"E
C18	7.85	5.00	90.0000°	N43°30'17"E
C19	7.85	5.00	90.0000°	N43°30'17"E
C20	7.85	5.00	90.0000°	N43°30'17"E
C21	7.85	5.00	90.0000°	N43°30'17"E
C22	7.85	5.00	90.0000°	N43°30'17"E
C23	7.85	5.00	90.0000°	N43°30'17"E
C24	7.85	5.00	90.0000°	N43°30'17"E
C25	7.85	5.00	90.0000°	N43°30'17"E
C26	7.85	5.00	90.0000°	N43°30'17"E
C27	7.85	5.00	90.0000°	N43°30'17"E
C28	7.85	5.00	90.0000°	N43°30'17"E
C29	7.85	5.00	90.0000°	N43°30'17"E
C30	7.85	5.00	90.0000°	N43°30'17"E
C31	7.85	5.00	90.0000°	N43°30'17"E
C32	7.85	5.00	90.0000°	N43°30'17"E
C33	7.85	5.00	90.0000°	N43°30'17"E
C34	7.85	5.00	90.0000°	N43°30'17"E
C35	7.85	5.00	90.0000°	N43°30'17"E
C36	7.85	5.00	90.0000°	N43°30'17"E
C37	7.85	5.00	90.0000°	N43°30'17"E
C38	7.85	5.00	90.0000°	N43°30'17"E
C39	7.85	5.00	90.0000°	N43°30'17"E
C40	7.85	5.00	90.0000°	N43°30'17"E
C41	7.85	5.00	90.0000°	N43°30'17"E
C42	7.85	5.00	90.0000°	N43°30'17"E
C43	7.85	5.00	90.0000°	N43°30'17"E
C44	7.85	5.00	90.0000°	N43°30'17"E
C45	7.85	5.00	90.0000°	N43°30'17"E
C46	7.85	5.00	90.0000°	N43°30'17"E
C47	7.85	5.00	90.0000°	N43°30'17"E
C48	7.85	5.00	90.0000°	N43°30'17"E
C49	7.85	5.00	90.0000°	N43°30'17"E
C50	7.85	5.00	90.0000°	N43°30'17"E
C51	7.85	5.00	90.0000°	N43°30'17"E
C52	7.85	5.00	90.0000°	N43°30'17"E
C53	7.85	5.00	90.0000°	N43°30'17"E
C54	7.85	5.00	90.0000°	N43°30'17"E
C55	7.85	5.00	90.0000°	N43°30'17"E
C56	7.85	5.00	90.0000°	N43°30'17"E
C57	7.85	5.00	90.0000°	N43°30'17"E
C58	7.85	5.00	90.0000°	N43°30'17"E
C59	7.85	5.00	90.0000°	N43°30'17"E
C60	7.85	5.00	90.0000°	N43°30'17"E
C61	7.85	5.00	90.0000°	N43°30'17"E
C62	7.85	5.00	90.0000°	N43°30'17"E
C63	7.85	5.00	90.0000°	N43°30'17"E
C64	7.85	5.00	90.0000°	N43°30'17"E
C65	7.85	5.00	90.0000°	N43°30'17"E
C66	7.85	5.00	90.0000°	N43°30'17"E
C67	7.85	5.00	90.0000°	N43°30'17"E
C68	7.85	5.00	90.0000°	N43°30'17"E
C69	7.85	5.00	90.0000°	N43°30'17"E
C70	7.85	5.00	90.0000°	N43°30'17"E
C71	7.85	5.00	90.0000°	N43°30'17"E
C72	7.85	5.00	90.0000°	N43°30'17"E
C73	7.85	5.00	90.0000°	N43°30'17"E
C74	7.85	5.00	90.0000°	N43°30'17"E
C75	7.85	5.00	90.0000°	N43°30'17"E
C76	7.85	5.00	90.0000°	N43°30'17"E
C77	7.85	5.00	90.0000°	N43°30'17"E
C78	7.85	5.00	90.0000°	N43°30'17"E
C79	7.85	5.00	90.0000°	N43°30'17"E
C80	7.85	5.00	90.0000°	N43°30'17"E
C81	7.85	5.00	90.0000°	N43°30'17"E
C82	7.85	5.00	90.0000°	N43°30'17"E
C83	7.85	5.00	90.0000°	N43°30'17"E
C84	7.85	5.00	90.0000°	N43°30'17"E
C85	7.85	5.00	90.0000°	N43°30'17"E
C86	7.85	5.00	90.0000°	N43°30'17"E
C87	7.85	5.00	90.0000°	N43°30'17"E
C88	7.85	5.00	90.0000°	N43°30'17"E
C89	7.85	5.00	90.0000°	N43°30'17"E
C90	7.85	5.00	90.0000°	N43°30'17"E
C91	7.85	5.00	90.0000°	N43°30'17"E
C92	7.85	5.00	90.0000°	N43°30'17"E
C93	7.85	5.00	90.0000°	N43°30'17"E
C94	7.85	5.00	90.0000°	N43°30'17"E
C95	7.85	5.00	90.0000°	N43°30'17"E
C96	7.85	5.00	90.0000°	N43°30'17"E
C97	7.85	5.00	90.0000°	N43°30'17"E
C98	7.85	5.00	90.0000°	N43°30'17"E
C99	7.85	5.00	90.0000°	N43°30'17"E
C100	7.85	5.00	90.0000°	N43°30'17"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C35	50.37	32.00	90.0000°	N43°30'17"E
C36	7.85	5.00	90.0000°	N43°30'17"E
C37	7.85	5.00	90.0000°	N43°30'17"E
C38	28.40	58.00	78.0448°	S43°30'12"W
C39	36.25	58.00	54.0323°	S43°30'12"W
C40	28.45	58.00	28.0626°	S79°32'59"W
C41	7.85	5.00	90.0000°	N43°30'17"E
C42	50.37	32.00	90.0000°	N43°30'17"E
C43	7.85	5.00	90.0000°	N43°30'17"E
C44	7.85	5.00	90.0000°	N43°30'17"E
C45	7.85	5.00	90.0000°	N43°30'17"E
C46	7.85	5.00	90.0000°	N43°30'17"E
C47	7.85	5.00	90.0000°	N43°30'17"E
C48	6.82	7.00	55.0004°	N58°37'28"E
C49	225.47	81.00	211.4348°	N21°19'28"E
C50	35.58	81.00	33.2410°	S39°00'30"W
C51	21.09	81.00	19.4872°	S39°00'30"W
C52	7.85	5.00	90.0000°	N43°30'17"E
C53	50.37	32.00	90.0000°	N43°30'17"E
C54	7.85	5.00	90.0000°	N43°30'17"E
C55	7.85	5.00	90.0000°	N43°30'17"E
C56	7.85	5.00	90.0000°	N43°30'17"E
C57	81.11	58.00	90.0000°	N43°30'17"E
C58	7.85	5.00	90.0000°	N43°30'17"E
C59	88.98	83.00	90.0000°	N43°30'17"E
C60	88.98	83.00	90.0000°	N43°30'17"E
C61	88.98	83.00	90.0000°	N43°30'17"E
C62	88.98	83.00	90.0000°	N43°30'17"E
C63	97.06	175.00	31.9464°	N19°28'32"E
C64	97.06	175.00	31.9464°	N19°28'32"E
C65	3.56	7.00	28.0612°	N14°00'18"E
C66	17.41	350.00	2.7110°	S55°02'22"E

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



LEGEND

- FOUND SECTION CORNER AS DESCRIBED
- FOUND #1 REBAR WITH 1" YELLOW PLASTIC CAP, 15' HORIZ
- FOUND 1.5" ALUMINUM CAP 15' 312
- FOUND #1 REBAR WITH 1" PLASTIC CAP 15'
- MEASURED DISTANCE
- PLATTED DISTANCE
- UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- CE COMMUNICATIONS EASEMENT
- CE SANITARY SEWER EASEMENT
- REC RECEPTION NUMBER
- ROW RIGHT OF WAY

SEE CORNER SECTION 18
2" ALUMINUM CAP ILLISIBLE
CONFORMS WITH MONUMENT RECORD 3/3/2017

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PAGE NO. 4 OF 4	DATE: 3/7/24	PROJECT: 2210022
DRAWN BY: JPC		

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Land Development

Meeting Date: June 12, 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, 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

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

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

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

Apr 19, 2024

Melissa Najera
Signature

Subscribed and sworn to me before me this

19th day of April, 2024

Shayla Najera
Notary Public

(SEAL)

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

Account: 1051175
Ad Number: 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
Chelsey.Green@meritagehomes.com
Meritage Homes of Colorado, Inc.
8400 E. Crescent Parkway, Suite 200
Denver, CO 80111

District Counsel

Blair Dickhoner
bdickhoner@wbapc.com
White Bear Ankele Tanaka & Waldron
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 the 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

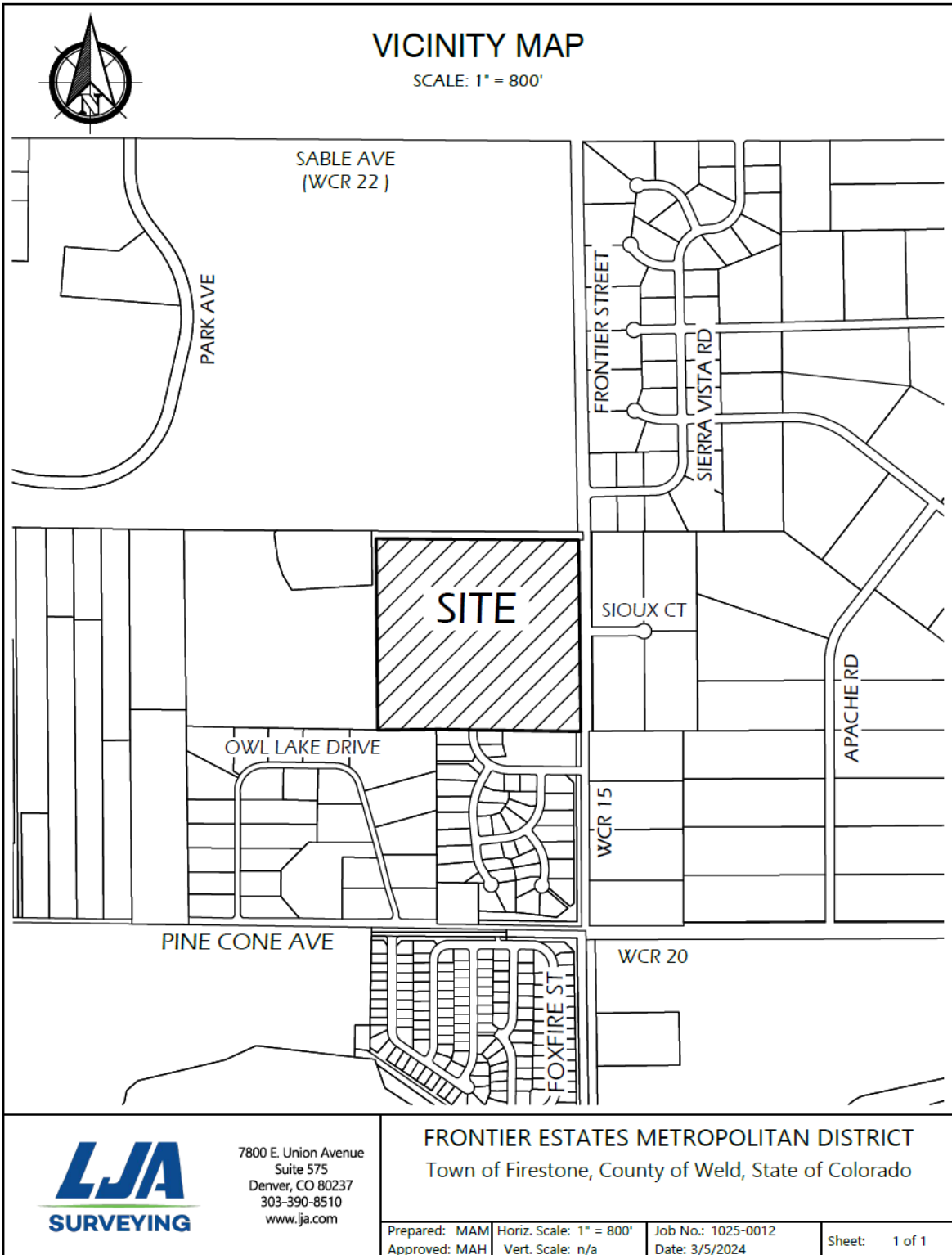


EXHIBIT B

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.

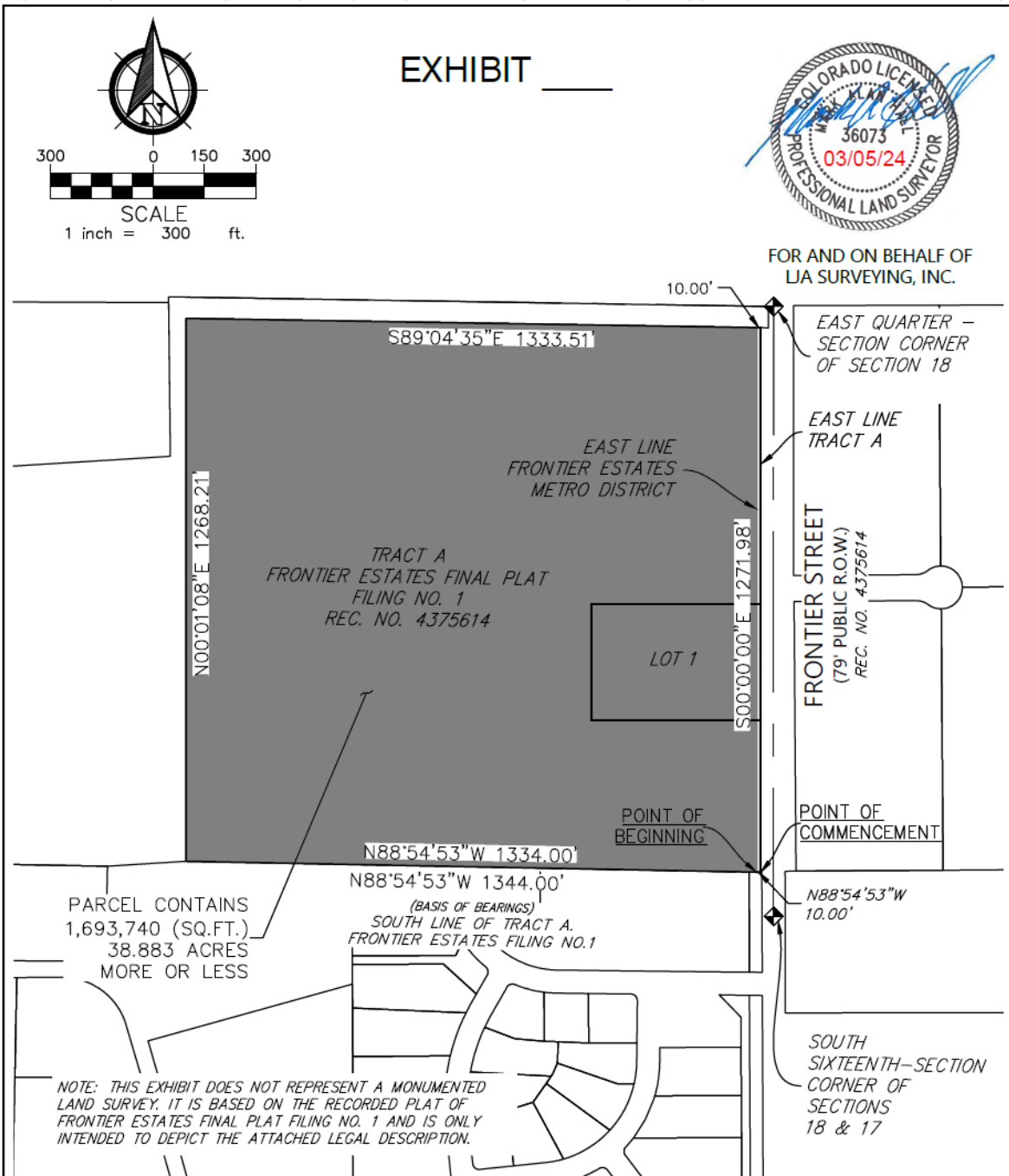
EXHIBIT ATTACHED AND MADE A PART THEREOF.



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

Statutory Actual Value (2024)	Residential								Total Residential
	35' Product	40' Product	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
	\$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	Operations	Ops Mill Levy	Specific Ownership	County Treasurer	Revenue Available	Town	Town Mill Levy	Specific Ownership	County Treasurer	Revenue Available	Total
	in Collection Year (2-year lag)	Mill Levy 10.00% Target	Collections 99.5%	Taxes 6%	Fee 1.50%	for Operations	Mill Levy 3.00% Target	Collections 99.5%	Taxes 6%	Fee 1.50%	for Town	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)
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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)**

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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)

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| 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)**  
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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
12/01/2027		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)
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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)
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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)
~~~

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)  
~~~**

| 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

| |
|---|
| <p><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.</p> |
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| | |
|------------------------------------|--|
| 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: | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| Owners Associations: | <p>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.</p> |
| Authorized Types of District Taxes: | <p>Debt Mill Levy, Operation and Maintenance Mill Levy, and Town O&M Mill Levy</p> <p>These mill levies result in taxes you will owe to the District and are described further below.</p> |
| 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: | <p>Maximum Debt Mill Levy: 50 Mills</p> <p>This Mill Levy may fluctuate based on changes in assessment rates.</p> <p>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.</p> |
| 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. |

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| 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. | <p>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.</p> <p>This Mill Levy may fluctuate based on changes to residential assessment rates.</p> <p>The Operation and Maintenance Mill Levy is distinct from the Debt Mill Levy and cannot be used to repay Debt.</p> <p>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.</p> |
| 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: | <p>Carbon Valley Rec</p> <p>Central Weld County Water (CWC)</p> <p>Firestone Town</p> <p>Frederick-Firestone Fire</p> <p>High Plains Library</p> <p>Longmont Conservation</p> <p>Northern Colorado Water (NCW)</p> <p>School Dist RE1J-Longmont</p> <p>St Vrain Sanitation</p> <p>Weld County</p> |

| | |
|--|--|
| <p>** 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.</p> | |
|--|--|

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|---|
| <p>Sample Calculation of Taxes Owed for a Residential Property within the District:</p> <p>Assumptions:</p> <p>Average market value of home in District is \$500,000</p> <p>Debt Mill Levy is 50 mills</p> <p>Operation and Maintenance Mill Levy is 10 mills</p> <p>Town O&M Mill Levy is 3 mills</p> <p>Total Metropolitan District mill levies = 63 mills</p> <p>Calculation of Metropolitan District Taxes:</p> <p>\$500,000 x .06765 = \$33,825 (Assessed Valuation)</p> <p>\$33,825 x .063 mills = \$2,131 per year in taxes</p> <p>Total Additional Mill Levies from Other Taxing Entities: 100.125 mills = \$3,387 annual taxes</p> <p>TOTAL 2024 PROPERTY TAXES FOR A HOME COSTING \$500,000 = \$5,518</p> |
|---|

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Land Development

Meeting Date: June 12, 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, 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: VICED ACQUISITION

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Land Development

Meeting Date: June 12, 2024

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Ordinance 1043: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE BAREFOOT LAKES OUTLINE DEVELOPMENT PLAN

RECOMMENDATION

Town staff recommends the Board of Trustees approve Ordinance 1043, an ordinance approving the Barefoot PUD application with the following conditions:

1. All remaining technical corrections to the Barefoot PUD requested by Town staff shall be made to the Town staff's satisfaction.

SUMMARY

The proposed amendment is being named the "Barefoot PUD" (the "PUD") and will apply to the parcels north of Ronald Reagan Boulevard and northwest of County Road 9 ½ ("Planning Area 11").

The area north of Ronald Reagan Blvd, referred to by the developer as "Barefoot Village," is planned to include a grid street pattern to provide for more housing diversity, focusing on walkability, high-quality amenities, and open spaces.

A Neighborhood Park is proposed for the center of Barefoot Village, and limited retail uses are planned for the southwest corner. The PUD refers to this commercial corner as the "Retail Amenity."

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Barefoot Lakes ODP (the "Original ODP") was originally approved by the Board of Trustees of the Town of Firestone by Ordinance No. 872 on May 27, 2015, which implemented Planned Unit Development (PUD) zoning for the phased mixed-use project.

On June 6, 2024, the Planning Commission held a public hearing on the proposed Barefoot PUD and approved resolution PC-24-03 recommending approval of the petition.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Barefoot PUD BOT Staff Report

2. Ordinance 1043
3. Proposed Barefoot PUD
4. Original Barefoot Lakes ODP
5. Resolution PC 24-03 Recommending Approval of an Application to Amend the Barefoot Lakes ODP



Staff Report

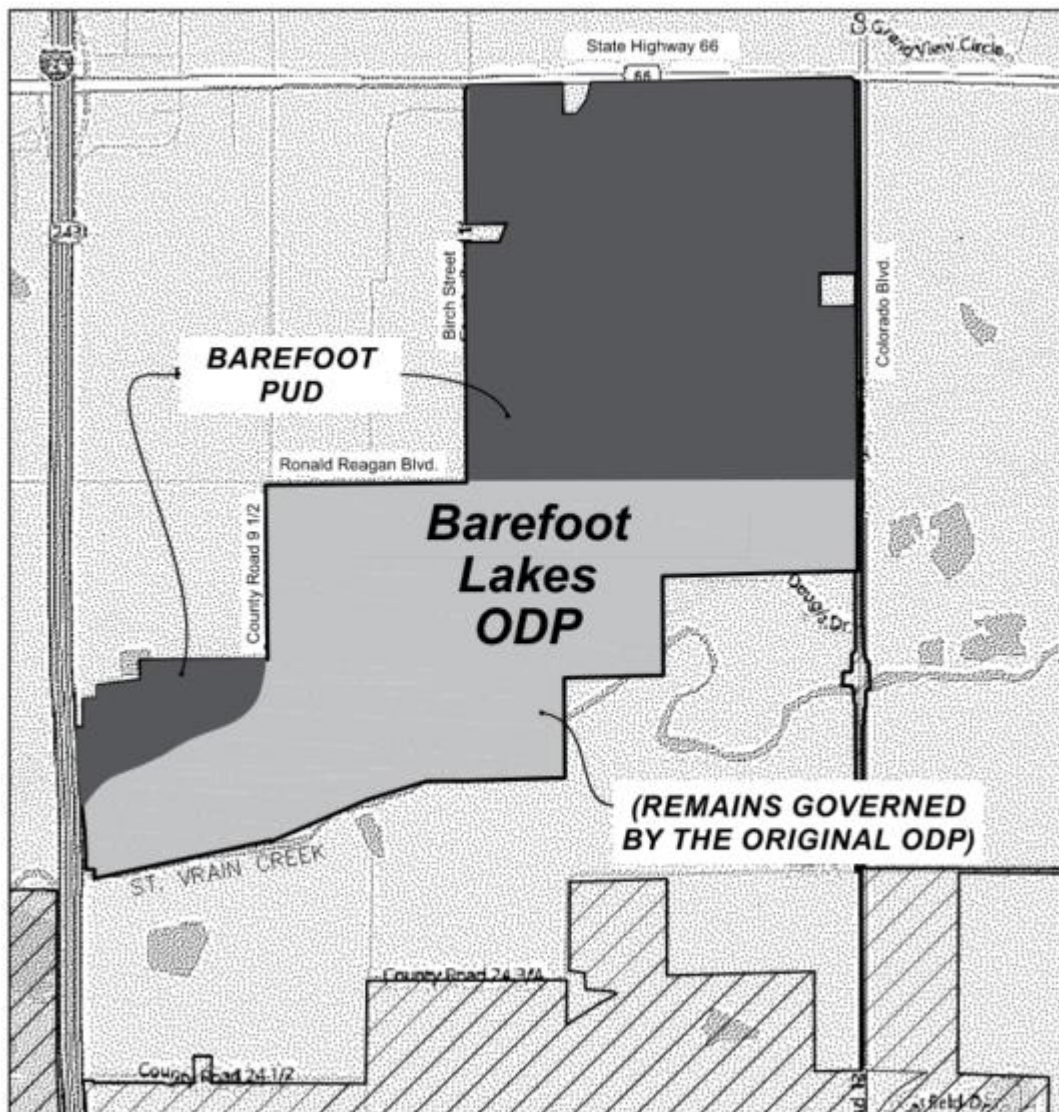
**Barefoot Lakes Outline
Development Plan (ODP)
Amendment
Barefoot PUD**

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

June 12, 2024

GENERAL INFORMATION

- Purpose:** The applicant proposes the first amendment to the Barefoot Lakes Outline Development Plan (ODP) for the Barefoot development, now referred to as the Barefoot PUD (Planned Unit Development). The PUD applies to the parcels north of Ronald Reagan Boulevard and northwest of County Road 9-1/2.
- Applicant:** Barefoot LLC
6465 Greenwood Plaza Blvd. #700
Centennial, CO 80111
- Location:** The site is north of Ronald Reagan, east of Birch Street, west of Colorado Blvd., south of HWY 66, and northeast of Country Road 9-1/2



Existing Conditions:

Existing Zoning: PUD NC, RC, R-A, R-B, R-C (Neighborhood Center, Regional Commercial, Residential A, Residential B, Residential C)

Existing Use: Vacant land, agriculture, single-family residential, oil and gas, and Number 3 Outlet Ditch

Adjacent Land Use/Zoning:

| | ZONING | LAND USE |
|--------------|--|--|
| NORTH | AG (Weld County) and Town of Mead, RSF-4 Single-family residential | Agriculture use, single-family farmhouse, oil and gas facility |
| SOUTH | PUD, NC – Neighborhood Center, R-A Residential A, R-B Residential B, R-C Residential C | Barefoot Lakes Subdivision |
| EAST | AG (Weld County) | Vacant land, agriculture use, and oil/gas facility |
| WEST | Town of Mead, RSF – 4 Single-family residential | Vacant land, agriculture use, and oil/gas facility |

Proposed ODP Amendment and History

The Barefoot Lakes ODP (the “Original ODP”) was originally approved by the Board of Trustees of the Town of Firestone by Ordinance No. 872 on May 27, 2015, which implemented Planned Unit Development (PUD) zoning for the phased mixed-use project. Since the original approval, much of the property south of Ronald Reagan Blvd has been developed with residential homes, the Cove, parks, and open spaces.

The proposed amendment is being named the “Barefoot PUD” (the “PUD”) and will apply to the parcels north of Ronald Reagan Boulevard and northwest of County Road 9 ½ (“Planning Area 11”). The area north of Ronald Reagan Blvd, referred to by the developer as “Barefoot Village,” is planned to include a grid street pattern to provide for more housing diversity with a focus on walkability, high-quality amenities, and open spaces. A Neighborhood Park is proposed for the center of Barefoot Village and is planned to include limited retail uses in the southwest corner. The PUD refers to this commercial corner as the “Retail Amenity.”

The PUD carries over some standards of the Original ODP and includes new standards to accommodate the uniqueness of the proposed development while maintaining the continuity of the Barefoot community. Some of the areas addressed include:

- Updated underlying zoning districts to restrict commercial development only to the desired areas
- Modified dimensional and design standards to support new residential product types
- Clarifies parks and open space requirements as contemplated in the Annexation Agreement and Original ODP while modernizing the language to match the Firestone Development Code (FDC)

- Establishes Signage Standards to ensure consistency in sign design and location throughout both Barefoot Lakes and Barefoot Village

Staff has reviewed the proposal and supports the modifications to the ODP.

Approval Criteria and Staff Analysis

Rezoning Approval Criteria and Staff Analysis:

The Barefoot PUD application was reviewed for compliance with the Approval Criteria from Section 16.7.4.E of the FDC. Staff makes the following findings:

- A. The proposed zoning promotes the health, safety, or welfare of the inhabitants of the Town and the purposes of this FDC; and

Staff: *The modifications proposed promote the health, safety, and welfare of the inhabitants of the Town and the purpose of the FDC.*

- B. The proposed zoning is generally consistent with the Town's Comprehensive Master Plan, or the proposed zoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the Town's plan.

Staff: *The proposed modifications are generally consistent with the Town's Master Plan. The Master Plan shows this property as medium-density residential, mixed-use, and commercial. The PUD is generally consistent with the medium-density residential, mixed-use, and commercial land use designations as identified in the Town's Master Plan. The Town of Firestone is also working to replace the 2013 Comprehensive Master Plan. The applicant and consultants have worked closely with the Town to ensure the project meets the Town's vision for the new Comprehensive Master Plan.*

- C. Adequate facilities and services (including street and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;

Staff: *Adequate facilities and services will be provided to serve the subject property and maintain adequate levels of service to existing development. The streets have been planned in a traffic-conscientious design that will create easy access to the proposed Neighborhood Park, amenities, and future school site while also dispersing the traffic of future property owners in their daily activities. Drainage facilities have been designed in conformance with the 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 lines within Ronald Reagan Boulevard and Birch Street. The site is proposing 3 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 and will outfall to the south and into Pinnacle Street within Barefoot Lakes Filing 6. It will then flow and connect to an existing sanitary main located south of the Pelican Shores Subdivision. A small portion of sanitary will outfall to an existing stub located at Ronald Reagan Blvd. and Birch Street and flow through Barefoot Lakes Filing 4. Dry utilities will be provided by United Power and Black Hills Energy.

The small number of natural drainage ways and non-jurisdictional wetlands on the site, where feasible, will be left undisturbed as long as storm runoff can be safely conveyed in the historic pattern.

- D. The proposed zoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated;

Staff: *The proposed modifications are not likely to result in significant adverse impacts on the natural environment. A Phase 1 ESA and Biological Assessment has been provided as part of the application to address wetland and wildlife concerns and concluded that no federal or state-listed species were found on the property and no recognized environmental conditions were identified except for the oil and gas operations on the site. Since the study has been performed, the applicant has worked with the oil and gas companies to remove the oil and gas facility on site and plug and abandon all wells.*

- E. The proposed zoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;

Staff: *The proposed modifications are not likely to result in significant adverse impacts upon other properties in the vicinity of this property, as they will allow for development consistent with existing residential subdivisions in the area.*

- F. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property; and

Staff: *The proposed uses will be compatible in scale with uses on other properties in the vicinity of the subject property.*

- G. The proposed zoning is generally consistent with the Town's economic development goals and objectives in bringing positive growth and sustainable revenues to the Town.

Staff: *The proposed modifications are generally consistent with the Town's economic development goals and objectives in bringing positive growth via residential lots and limited commercial development to the Town.*

PUD District Approval Criteria and Staff Analysis:

The Barefoot PUD application was reviewed for compliance with the Approval Criteria from Section 16.7.5.B of the FDC. Staff makes the following findings:

- A. The PUD district zoning is generally consistent with the purpose of the PUD zone district as set forth in FDC Subsection 2.4.E.;

Staff: *The PUD is generally consistent with the purpose of the PUD zone district as outlined in FDC subsection 2.4.E.*

- B. The PUD district and the PUD district plan comply with all applicable standards and criteria stated in Section 7.5.;

Staff: *The PUD complies with all applicable standards and criteria from Section 7.5.*

- C. The development proposed on the subject property is not feasible under any other zone districts, and would require an unreasonable number of variances or waivers and conditions;

Staff: *The proposed development cannot be accomplished with any single existing Zoning District established in the FDC. Without the proposed PUD, the site would need to be zoned in multiple areas. Additionally, multiple variances would be required to allow the site to develop consistently with the existing areas of Barefoot Lakes.*

- D. The PUD district and the PUD district plan establish permitted uses that are compatible with existing land uses adjacent to the subject property;

Staff: *The proposed PUD district plan establishes permitted uses that are compatible with the existing land uses adjacent to the subject property. The property to the south is Barefoot Lakes, which is residential. The properties to the west and north in the Town of Mead have residential subdivisions in the planning process. The proposed commercial uses will be limited in scope so as not to affect the surrounding residential negatively.*

- E. The PUD district and the PUD district plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD district plan (e.g., through decreases in building height, through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).

Staff: *The proposed changes to the design standards outlined in the PUD are compatible through appropriate transitions at the boundaries of the PUD district. In addition, adequate buffers are proposed for the County properties to the east and north, and to the proposed residential to the west and north in the Town of Mead.*

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

| | |
|---------------------------------------|--------------|
| Published in the Longmont Times Call: | May 22, 2024 |
| Property Posted: | May 22, 2024 |
| Letters to Adjacent Property Owners: | May 21, 2024 |

PLANNING AND ZONING COMMISSION:

After conducting a Public Hearing on the proposed ODP Amendment on June 6, 2024, the Planning and Zoning Commission rendered a decision recommending approval of the Preliminary Plat as more fully set forth in PC-24-03.

RECOMMENDATION

Town staff recommends the Board of Trustees approve Ordinance 1043, an ordinance approving of the 1st Amendment to the Barefoot Lakes ODP, now referred to as the Barefoot PUD, with the following condition:

1. All remaining technical corrections to the Barefoot PUD requested by Town staff shall be made to the Town staff's satisfaction.

ORDINANCE NO. 1043

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE BAREFOOT LAKES OUTLINE DEVELOPMENT PLAN

WHEREAS, Barefoot LLC, (the “Applicant”), as the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted an application to amend the existing Barefoot Lakes Outline Development Plan (the “Original ODP”) as it relates to the areas of the Original ODP north of Ronald Reagan Blvd, including renaming the document to the Barefoot PUD (the “Application”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed Application on June 6, 2024, rendered a decision recommending approval of the Application with one (1) condition as more fully set forth in PC-24-03, dated June 6, 2024; and

WHEREAS, on June 12, 2024, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after reviewing the recommendation of the Planning and Zoning Commission, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the proposed Application 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 ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s recommendation in this case, as detailed in Resolution PC-24-03.

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

Section 3. The Board of Trustees hereby approves the Barefoot PUD, attached hereto as **Exhibit A** and incorporated herein by this reference, which is subject to:

1. All remaining technical corrections to the Barefoot PUD requested by Town staff shall be made to the Town staff’s satisfaction.

Section 4. The Board of Trustees directs that a certified copy of this Ordinance be filed with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance available to the public.

Section 5. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

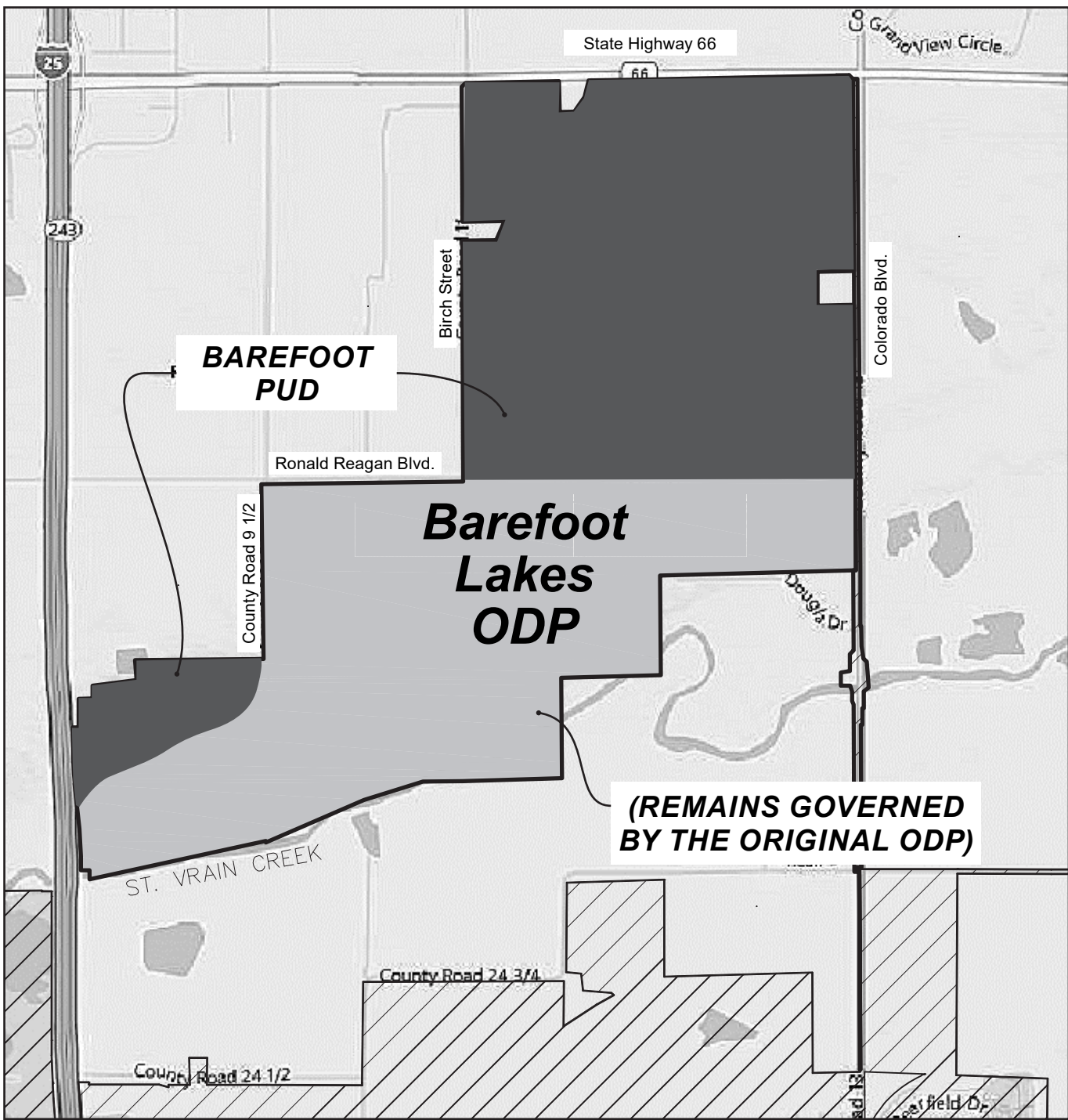
Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
BAREFOOT PUD

VICINITY MAP



Note: Boundaries are approximate

1" = 2,000'

APPROVAL BLOCK

Approved by the Town Board of Trustees of the Town of Firestone, Colorado this _____ day of _____, 2024 by Ordinance No. _____.

Mayor _____

ATTEST: Town Clerk _____

ACCEPTANCE BLOCK

By signing this PUD, the St. Vrain Lakes Metropolitan District No. 1 acknowledges and accepts all of the requirements and intent set forth herein.

Barefoot LLC, A Colorado Limited Liability Company

AUTHORIZED REPRESENTATIVE _____

STATE OF COLORADO)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by:

Witness my hand and official seal _____

Notary Public _____

My commission expires _____

OWNERS / DEVELOPERS

Barefoot LLC
6465 S. Greenwood Plaza Blvd., Suite 700
Centennial, CO 80111
Tel: (303) 706-9451
Email: Anastasia.Urban@brookfieldpropertiesdevelopment.com

TECHNICAL CONSULTANTS

CIVIL ENGINEER:
Redland
8000 South Lincoln St., Suite 206
Littleton, CO 80122
Tel: (720) 283-6783
Email: Fred.Tafoya@redland.com

LANDSCAPE ARCHITECT:
Design Workshop
1390 Lawrence Street, Suite 100
Denver, CO 80204
Tel: (303) 623-5186
Email: Jake.Sippy@designworkshop.com

Barefoot PUD
(FKA Barefoot Lakes ODP)

Town of Firestone
Weld County
State of Colorado

SHEET 1 OF 4

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING PARCELS OF LAND:

LOT A, RECORDED EXEMPTION NO. 1207-25-2 RE-4103 RECORDED AT RECEPTION NO. 3303561
LOT A, RECORDED EXEMPTION NO. 1207-25-2 RE-1450 RECORDED AT RECEPTION NO. 2305632
U.R.E.A. PARCEL RECORDED AT RECEPTION NO. 1606745
RIGHT-OF-WAY FOR STATE HIGHWAY NO. 66, WELD COUNTY ROAD 11, WELD COUNTY ROAD 13 AND WELD COUNTY ROAD 28

LOTS 1, 2, AND TRACT D OF BLOCK 16, ST. VRAIN LAKES FILING NO. 1

PROJECT NARRATIVE

HISTORY; INTERPRETATION; CONFLICTING PROVISIONS; TRANSITIONAL REGULATIONS

The **Barefoot Lakes Outline Development Plan (ODP)** was approved by the Board of Trustees of the Town of Firestone, Colorado (Town) by Ordinance No. 872 on May 27, 2015 that, among other things, implemented **Planned Unit Development (PUD)** zoning for the phased mixed-use project. Pursuant to the corresponding Development and Vested Rights Agreement between the Town and Barefoot LLC also dated May 27, 2015 (Vesting Agreement), the ODP was designated as the site-specific development plan for vesting purposes for an initial vesting period of fifteen (15) years. To ensure reasonable certainty, stability and fairness in the planning process, the Vesting Agreement establishes that if there is a direct conflict or inconsistency between the ODP and Town codes, regulations and requirements, to the extent of such conflict or inconsistency, the ODP will control and such codes, regulations and requirements will not apply so long as there is consistency with the ODP.

Since the approval of the ODP, the Town has amended the **Firestone Development Code (FDC)** which is incorporated into Title 16 of the *Firestone Municipal Code*, and such amendments affect the process and regulations that apply to the ODP and the project. Under Section 16.1.9.D.2 of the FDC, preliminary approvals such as the ODP and PUD zoning granted prior to the adoption of the FDC amendments may be processed for a final decision in accordance with the preliminary approval and applicable terms of the FDC in place at the time of preliminary approval even if the application does not comply with one or more requirements of the FDC.

The two development approvals after ODP, previously referenced as preliminary and final development plans, to implement the PUD were eliminated in the FDC and replaced with the PUD requirements set forth in Section 16.7.5. As a result, this document shall be referred to as a PUD instead of an ODP, and all process requirements of Section 16.7.5 of the FDC shall apply. With regard to any other non-procedural requirements, those set forth in the ODP shall control in compliance with both the Vesting Agreement and FDC unless a different standard or requirement is included herein in which case the standard or requirement in this PUD shall control. If the standards or requirements of this PUD conflict with those in the FDC, the standards or requirements of this PUD shall control. If the ODP and this PUD are silent on a standard or requirement, then the FDC shall control.

This PUD only applies to the property described in the Legal Description, which generally consists of the parcels north of Ronald Reagan Boulevard and northwest of County Road 9-1/2. The portion excluded in the Legal Description and depicted on the Vicinity Map are not subject to this PUD and shall be governed by the ODP.

LAND USE, ZONING AND DENSITY

- General Notes on Land Uses
 - The maximum dwelling units (DU) for all of Barefoot (ODP + PUD property) will remain at 5,131 DU. There is no minimum number of DU required.
 - The maximum commercial square footage for all of Barefoot (ODP + PUD property) will remain at 735,000 square feet. There is no minimum square footage required.
 - The ODP contemplated several options for school sites. The final location and acreage of the school site or sites will be determined by agreement with the Saint Vrain Valley School District (School District).
 - The location and acreage of a fire station site will be determined by agreement with the Frederick-Firestone Fire Protection District (Fire District).
- Section 16.3.2.A.3.a.ii. – Model home landscaping improvements may be deferred until weather permits without delaying issuance of a Temporary Certificate of Occupancy.
- The required density for certain zoning districts is modified to the following:
 - R-B: Min/Max density shall be 3.5 Min / 12 Max (DU / Gross acres)
 - R-C: Min/Max density shall be 3.5 Min / 18 Max (DU / Gross acres)

USE STANDARDS

- The permitted uses set forth in Table 3-1 of the FDC are applicable in this PUD, unless otherwise permitted herein as follows:
 - Dwelling, Live/Work shall be permitted as a Special Review Use in the Neighborhood Commercial (NC) zone.

- HOA/Metro District Facilities, Greenhouses, Demonstration/Community Garden, General Assembly, and General Outdoor Recreation (Commercial, Minor) uses shall be Permitted Use by Right in the Old Town Commercial (OTC) zone.
 - Shared Lot Single Family shall be permitted in R-B zones. There is a maximum of four hundred (400) units of this type permitted.
 - Workforce (SFD- Alley Loaded) shall be permitted in R-B zones. There is a maximum of four hundred (400) units of this type permitted.
 - SFD - Small Lot shall be permitted in R-B zones. There is a maximum of four hundred (400) units of this type permitted.
 - There is a maximum of one thousand (1,000) units of the combined total units of the Shared Lot Single Family, Workforce, and Small Lot unit types permitted.
 - Where Flex zoning is identified on the Land Use map (page 2) Commercial and Residential uses are not permitted together on the same lot except as otherwise permitted by this PUD and the FDC. The applicable standards will be determined during the Preliminary Plat or FDP, depending on the proposed use.
- The southwest corner of the Neighborhood Park is intended to allow for some light retail, including retail with food and beverage uses and outdoor seating areas. To avoid confusion, this commercial corner will be referred to as the Retail Amenity in the remainder of this PUD. Within the Retail Amenity:
 - Alcoholic beverages may be consumed in accordance with State law and the Town Municipal Code licensing requirements.
 - Speakers and entertainment shall be permitted.
 - Outdoor entertainment shall be allowed as an accessory use in the Retail Amenity area.
 - Section 16.3.3 - Accessory Uses and Structures is modified with the following:
 - 16.3.3.G.1.d.i – There is no minimum lot size required for ADUs.
 - 16.3.3.G.1.d.ii – There is no minimum unit size required for ADUs.
 - 16.3.3.G.1.d.v – Off-street parking is not required for ADUs if there is adjacent on-street parking.
 - Section 16.3.4.B.5 and 16.3.4.E- Temporary Uses and Structures are modified with the following:
 - Temporary food and retail services such as (but not limited to) mobile food vendors are permitted on lots, tracts, and parks in the model home sales area and Retail Amenity. They are permitted to be adjacent to existing or new residences when scheduled and programmed by Barefoot LLC or the Metropolitan District. Applicable Town licenses and permits shall be obtained.
 - Section 16.4.1 - The *Dimensional and Density Standards* table is modified with the following:

| Product Type | Minimum Lot standards | | Min. Setbacks (ft) | | | |
|---|-----------------------|-------------|--|------------------|------------------------|------|
| | Area (sf) | Width* (ft) | Front | Side (at Street) | Side (at Tract or Lot) | Rear |
| Townhouse - Alley Loaded | 1,200 | 16 | 10 | 8 | 5** | 2 |
| Duplex - Alley Loaded | 2,600 | 35 | 10 | 8 | 5** | 2 |
| Single Family Detached (SFD) - Front Loaded | 4,500 | 45 | 14*** | 8 | 5 | 20 |
| SFD - Alley Loaded | 3,000 | 35 | 10 | 8 | 5 | 2 |
| SFD - Motorcourt | 2,000 | 40 | 10 (from local street)
5 (from motorcourt) | 8 | 5 | 10 |
| SFD - Garden Court | 1,900 | 32 | 10 (from local street)
5 (from garden court) | 8 | 5 | 2 |
| SFD - Small Lot | 3,000 | 50 | 10 (primary structure)
20 (garage measured to back of sidewalk)
12.5 (garage measured to property) | 8 | 5 | 10 |
| Workforce (SFD - Alley Loaded) | 1,600 | 23 | 10 | 8 | 5 | 2 |
| Shared Lot (Single Family) | 1,500 / DU | N/A | Standards based on product type | | | |
| Multifamily | 1,200 / DU | N/A | 20 | 20 | 10 | 20 |
| Accessory Structure | N/A | N/A | N/A | 10 | 5 | 5 |
| * Minimum lot width at corner lots or at the end units of attached Townhouse buildings to be 5 feet greater than standard dimension given in table.
** Zero lot line setbacks are permitted for attached units. Side setback applies to the side of building not attached.
*** Garages with doors facing the street shall be set back at least 5' from primary building front, but no less than 20' from front property line.
Note: Net area is the size of the lot, not to include tracts, streets and street right-of-way.
Note: Setbacks for multiple principal buildings on a single lot shall be established in a Final Development Plan (FDP) . | | | | | | |

| Product Type | Max Height (ft) | Min. Porch Setbacks (ft) | | | Off-Street Parking Spaces |
|--|-----------------|---------------------------------|---------------------------|---------------|---------------------------|
| | | Front | Side (at Street or Tract) | Side (at Lot) | |
| Townhouse - Alley Loaded | 40 | 6' | 4 | 5 | 1** |
| Duplex - Alley Loaded | 35 | 2' | 4 | 5 | 2 |
| Single Family Detached (SFD) - Front Loaded | 35 | 6' | 4 | 5 | 2 |
| SFD - Alley Loaded | 35 | 2' | 4 | 5 | 2 |
| SFD - Motorcourt | 40 | 2 from motorcourt | 2 | 5 | 2 |
| SFD - Garden Court | 35 | 3 Street 1 Court | 2 | 5 | 1*** |
| SFD - Small Lot | 35 | 2 | 2 | 5 | 2 |
| Workforce (SFD - Alley Loaded) | 35 | 6 | 4 | 5 | 1 |
| Shared Lot (Single Family) | 35 | Standards based on product type | | | 2 |
| Multifamily | 45 | N/A | N/A | N/A | See FDC Table 6.6-1 |
| Accessory Structure | 25 | N/A | N/A | N/A | N/A |
| * Where porches are closer than 10' to the front property line, they must be a minimum of 8' deep, corner lots must wrap corner or have additional feature on side street and interior lots must extend a minimum of 80% building frontage (not including garage). For a porch that wraps the corner, the side must be a minimum of 6' deep.
** One (1) space in up to 35% of units per building (SFA), otherwise two (2) spaces.
*** One (1) space in up to 20% of units per block (SFD), otherwise two (2) spaces. | | | | | |

SHEET INDEX

| | |
|-------|---|
| ODP-1 | Vicinity Map, Signature Block, Legal Description, and Narrative (Including: History, Land Use, Zoning and Density, Use Standards, Design Standards) |
| ODP-2 | Narrative Continued (Including: Design Standards Continued, Parks, Open Space and Trails, Land Use Districts and Zoning Map) |
| ODP-3 | Signage and Wayfinding |
| ODP-4 | Signage and Wayfinding Continued |

- Section 16.4.2.A.1.B.viii – Where a driveway for a townhome or attached dwelling unit feeds from an alley the driveway may fully encroach into one of the interior side setbacks up to the property line. Such encroachments shall not interfere with side lot drainage.

DESIGN STANDARDS

- This section modifies sections 16.5 - Subdivision Standards, Design and Improvements, and 16.6 - Development and Design Standards, except for Parks and Open Space, which is addressed under a separate heading below.
- Section 16.5.4.H - Alleys will be in Tracts instead of right-of-way. A thirty (30) foot utility easement will be provided in all areas where more than one utility service needs to be provided. The tract does not need to be thirty (30) feet, but can be as narrow as twenty-six (26) feet, centered in the thirty (30) foot utility easement.
- Section 16.6.2.B.1 - The requirement to preserve existing ditches shall include a provision that allows for modifications to existing ditches that are acceptable to the Ditch Owner (to be recorded by separate Agreement).
- Section 16.6.4.E.1 – Native grass areas are not required to have permanent irrigation; however, these areas will have an appropriate irrigation strategy for establishment that might include temporary irrigation or permanent irrigation.
- The community seeks to be consistent with the character of fencing south of Ronald Reagan Blvd. For this reason the FDC fencing sections (16.6.4.H and 16.6.2.D.2.a.iii) are modified with the following:
 - A fence along a street side yard is limited to four (4) feet in height where it is not closer to the front street than the face of the principal structure. Beyond that point it is considered a front yard fence and is limited to forty-two (42) inches in height.
 - Where a detached walk or trail is in place, adjacent fencing must be a minimum of two (2) feet from the edge of the sidewalk. Gates must open inward so they do not open out into the open space tract or street right-of-way.
 - The buffer space for existing ditches will be utilized for open space trails. A fence separating the ditch and trail is required where a trail comes within twenty (20) feet of the edge of a ditch.
 - Fencing is not required around the commercial uses at the Retail Amenity except where required for screening per Section 16.6.4(G).
 - Perimeter Fencing
 - Perimeter Fencing is defined as fencing that is both parallel to and within a distance of fifty (50) feet of one of the following roads: State Highway 66, Colorado Blvd., Ronald Reagan Blvd., and Birch St.
 - Perimeter fencing is not required to have columns at any interval, termini or change in direction.
 - Rather than requiring perimeter fencing (where provided) to have an "interruption" every two hundred (200) feet, the distance between "interruptions" and/or the ends of a fence run will not exceed two hundred seventy-five (275) feet.
 - "Interruptions" in perimeter fencing shall include changes of direction, changes of height, changes of pattern, or termini.
- Section 16.6.4.E.2 -
 - For the perimeter Arterial and collector streets, and the interior collector streets that form the community entries, the requirement for one tree per every forty (40) feet of street frontage does not indicate that a tree must be planted every forty (40) feet. Instead, these streets are allowed to disburse the required number of trees (measured at one tree per every forty (40) feet of the street length) along that street as part of the community placemaking strategy. Spacing between trees should not exceed two hundred (200) feet unless otherwise approved by the Planning Director as part of the overall placemaking strategy. Trees placed in medians can count towards the total number of street trees.
 - Where streets have a detached walk and border an area with parallel parking, such as the street bordering the Neighborhood Park and Retail Amenity, the requirement for live groundcover or paving shall also include synthetic turf, crusher fines or other aggregate surfacing materials as approved by the Planning Director.
- Section 16.6.4.E.4 - The gross front yard area shall also exclude walkways and patios. Single-family Attached dwelling units shall follow the requirements for multi-family front yard landscaping, but are not required to a minimum for the rear yards when the garages are alley-loaded.
- Section 16.6.4.F.2.b - Artificial turf shall also be allowed in parks as part of a playground or athletic field.
- Section 16.6.5.D.2.d.i - Driveway paving requirements shall be expanded to include vehicular rated pavers with a concrete apron.
- Section 16.6.5.D.2.e - The view corridors at the end of cul-de-sacs and dead-end streets can be used for utility easements and drainage. The view corridor does not have to be in alignment with the approach road, but should be placed at the angle with greatest benefit for context, utilities, access, etc. The minimum width of a view corridor is thirty (30) feet.
- Replace the language in section 16.6.5.F.2.c with the following: multi-family developments shall provide internal trails and walkways that connect all units to parking and amenities, and to adjacent off-site trails and walkways.
- Section 16.6.5.G.1 - Townhomes are not required to provide bicycle parking.
- Section 16.6.6 - General modifications to Off-street Parking include the following:
 - On-street parking (public or private streets) shall count towards "off-street guest parking" requirements for alley-loaded single family attached dwelling units.
 - No more than thirty-five percent (35%) of Alley-Loaded Townhome units, or twenty percent (20%) of SFD - Garden Court units will be permitted with one (1) off-street parking space. This shall be measured for each whole building (for attached units) or block (for detached units).
 - Guest parking shall be provided for at one (1) space per four (4) attached townhome DU's and may be provided on-street.
 - Workforce Housing products are permitted to have one (1) off-street parking space per unit. A supplemental exhibit demonstrating where additional guest parking is provided will be submitted with the plat application.

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BAREFOOT PUD
(FKA BAREFOOT LAKES ODP)
FIRESTONE, WELD COUNTY, CO

COVER AND
NARRATIVE

SHEET NUMBER

ODP-1

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:

BAREFOOT

Sheet:

Name of Application: Barefoot
Type of Submittal: Planned Unit Development (PUD)
Preparation Date: 01 / 16 / 2024
Revision #1: 03 / 20 / 2024
Revision #2: 05 / 14 / 2024
Revision #3: 05 / 30 / 2024
Revision #4:
Sheet 1 of 4

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14. For the purposes of housing diversity, the following are considered to be distinct unit types in this PUD (although it is not required that all of these unit types have to appear in this PUD):
- A. Single family detached, front loaded
 - B. Single family detached, alley loaded
 - C. Single family detached, motor court
 - D. Single family detached, garden court
 - E. Single family detached, "small lot"
 - F. Duplexes
 - G. Townhomes
 - H. Workforce
 - I. Shared Lot Single Family
 - J. Multi-family
15. Section 16.6.7. E.6.a.ii shall be modified with: Each residential lot shall be provided with lot frontage on the motor court which provides access to a public street, or private street with dedicated public access easement;
16. Section 16.6.7. E.6.a.v shall be deleted as it relates to Shared Lot (Single Family) products.
17. Section 16.6.8.B.5.e shall be deleted.
18. Section 16.6.14 – To clarify the Standards to Accommodate oil and Gas Wells and Facilities:
- A. The setbacks from wells are measured from the center point of the well (as surveyed in the field and recorded in the Final Plat.) This applies to both active and plugged and abandoned wells.
 - B. Setbacks from associated above ground appurtenances are measured from the edge of the equipment.
 - C. Parks, trails, berms and plants may be placed within the three hundred fifty (350) foot setback, subject to the Surface Use Agreement with the Operator. Trails shall maintain at least a one hundred fifty (150) foot setback
 - D. Park tracts not owned by the Town may include plugged and abandoned wells. The fifty (50) foot building setback requirement applies to park structures (such as play equipment and shade structures).

PARKS, OPEN SPACE AND TRAILS

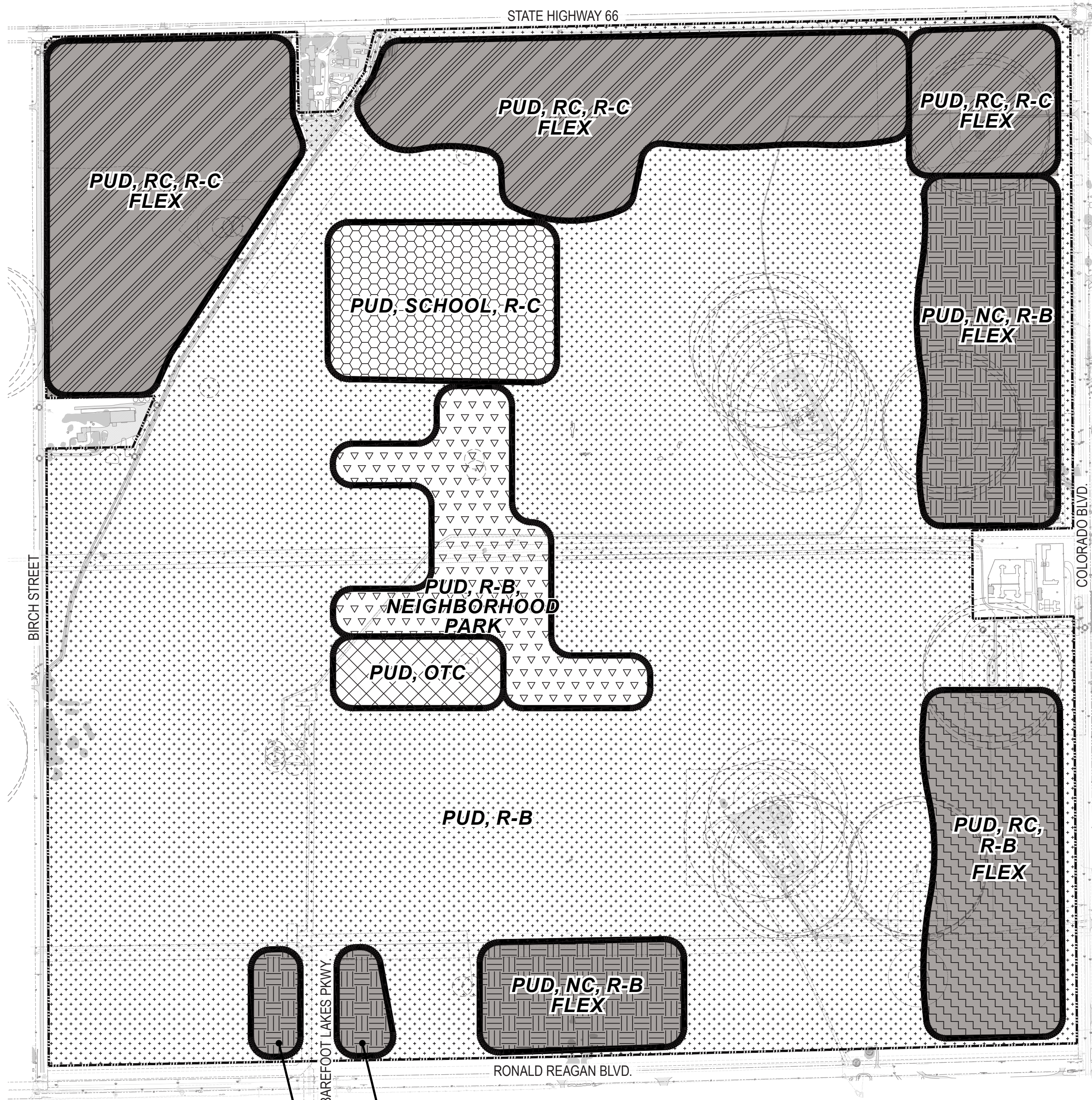
1. Section 16.6.3 – Parks, Open Space, and Trails shall apply, except as modified herein.
2. The parks and open space totals will be calculated holistically over the entire Barefoot community (including the area of the Original ODP).
3. Parks:
- A. Amount of Park Land to be dedicated: Section 16.6.3.B.3 shall not apply; instead, Parks will be provided in accordance with the below standards and the Annexation Agreement (Rec. #4149332, recorded on 10/12/2015)
 - i. The Original ODP used terms (such as Regional Park) that have since been redefined in the more recently adopted FDC. For clarity, this PUD updates terms to correlate with the current FDC language.
 - ii. A Neighborhood Park will be provided, and it will be approximately twenty-five (25) acres. A community amenity that is Metro District common space with a retail amenity of up to five (5) acres can be credited towards the park acreage.
 - iii. There will be a minimum of four (4) Pocket Parks north of Ronald Reagan Blvd., one (1) in each quadrant of the Section.
 - iv. There will be a Pocket Park in the area northwest of County Road 9-1/2 if it includes residential uses.
 - B. Characteristics of Parkland to be Dedicated and Constructed:
 - i. Medians that are wider than forty (40) feet measured from the top back of curb are permitted as Pocket Parks.
 - ii. Pocket Parks can spread their required components over multiple locations within their intended service area. For example, the current wording of the code could be interpreted to require one pocket park in Filing 7; instead, that Filing has several small pocket parks planned with smaller footprints to allow closer proximity to more lots.
 - iii. Neighborhood Parks are not required to be owned by the Town.
 - C. Timing of Park Construction:
 - i. The Neighborhood Park may be phased in both platting and construction. The community amenity, which is the first phase of the Neighborhood Park, will be Final Platted and constructed concurrently with Filing 8. The remainder of the Neighborhood Park shall be platted and constructed proportionately with the Filings that abut the Park.
4. Open space:
- A. Amount of Open Space to be Dedicated: Section 16.6.3.C.3 shall not apply; instead, open space will continue to be provided in accordance with the Annexation Agreement (Rec. #4149332, recorded on 10/12/2015) which required that a minimum of ten (10) percent of the total area will be dedicated as open space.
 - B. Characteristics of Open Space to be Dedicated:
 - i. Roadways crossing open space do not make that open space non-contiguous.
 - ii. The Town may approve an area of open space less than three-hundred (300) feet wide and not containing a trail, if it is a branch off of a larger open space that is at least three-hundred (300) feet wide.
 - iii. Easements, setbacks and buffer spaces, where the land has been improved for open space character with some combination of native seeding, trails, trees, shrubs, or landforms.
 - iv. Detention basins, where the shape has been artfully articulated and incorporated into the overall landscape character. Open space is not required to be owned by the town.
5. Regional Connectivity:
- A. The existing Regional Trail along the East side of Barefoot Lakes Pkwy will continue north of Ronald Reagan Blvd to the Neighborhood Park on the same side of Barefoot Lakes Pkwy.
 - B. The trail linking to the pedestrian underpass will continue north of Ronald Reagan Blvd.
 - C. A Regional Trail will connect the Neighborhood Park to Colorado Blvd.
 - D. Working in conjunction with the School District, there will be connectivity of the school site to parks and/or open space.

Barefoot PUD
(FKA Barefoot Lakes ODP)

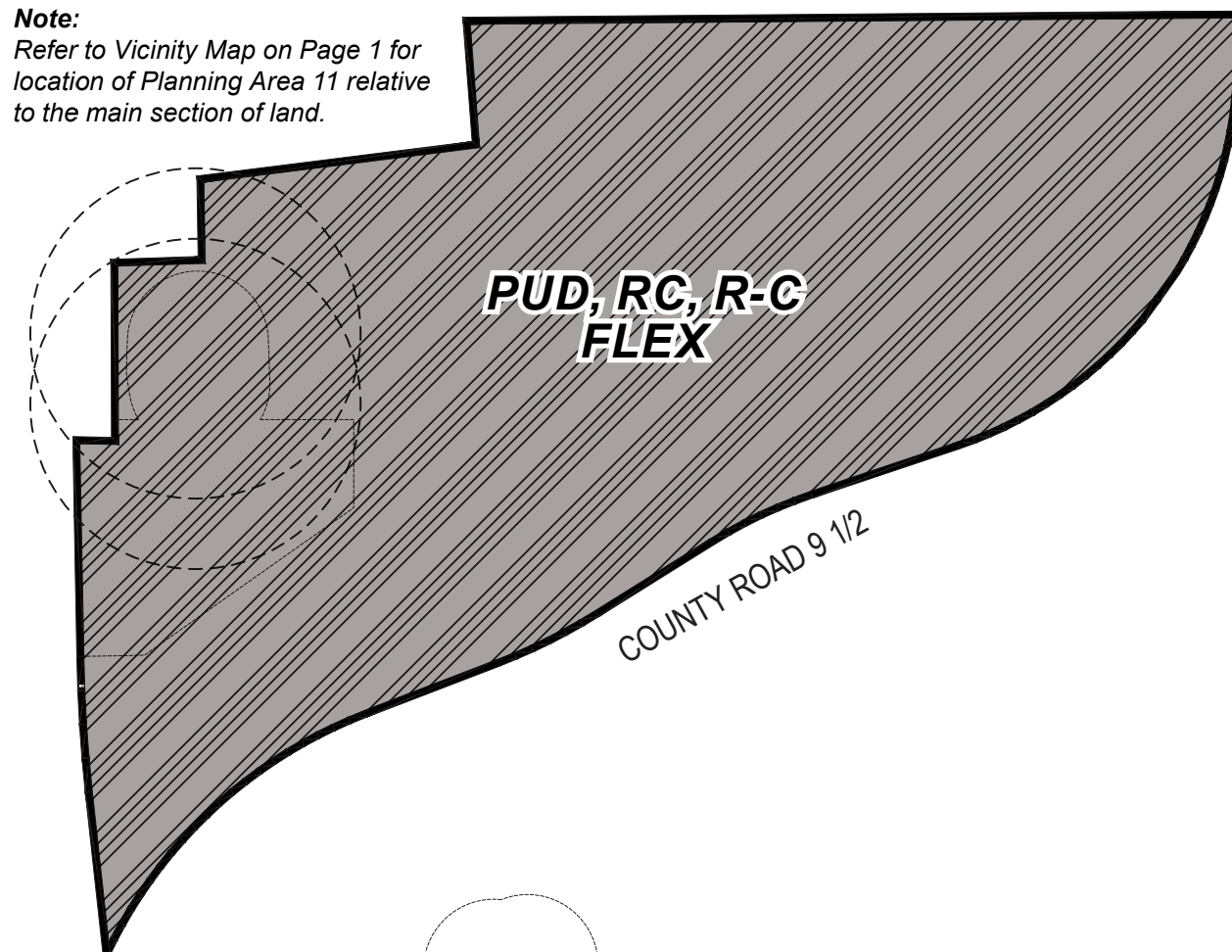
Town of Firestone
Weld County
State of Colorado

SHEET 2 OF 4

LAND USE DISTRICTS AND ZONING



Note:
Refer to Vicinity Map on Page 1 for
location of Planning Area 11 relative
to the main section of land.



LEGEND

- PUD, R-B
- PUD, School, R-B
- PUD, Neighborhood Park, R-B
- PUD, OTC
- PUD, RC, R-C
- PUD, RC, R-B
- PUD, NC, R-B
- Flex Zoning
(Combined with other zoning designations)

Note: Zone boundaries are approximate.

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BAREFOOT PUD
(FKA BAREFOOT LAKES ODP)

FIRESTONE, WELD COUNTY, CO

NARRATIVE
AND PLANS

SHEET NUMBER

ODP-2

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:

BAREFOOT

Sheet:

Name of Application: Barefoot
Type of Submittal: Planned Unit Development
(PUD)
Preparation Date: 01 / 16 / 2024
Revision #1: 03 / 20 / 2024
Revision #2: 05 / 14 / 2024
Revision #3: 05 / 30 / 2024
Revision #4:
Sheet 2 of 4

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Barefoot PUD
(FKA Barefoot Lakes ODP)

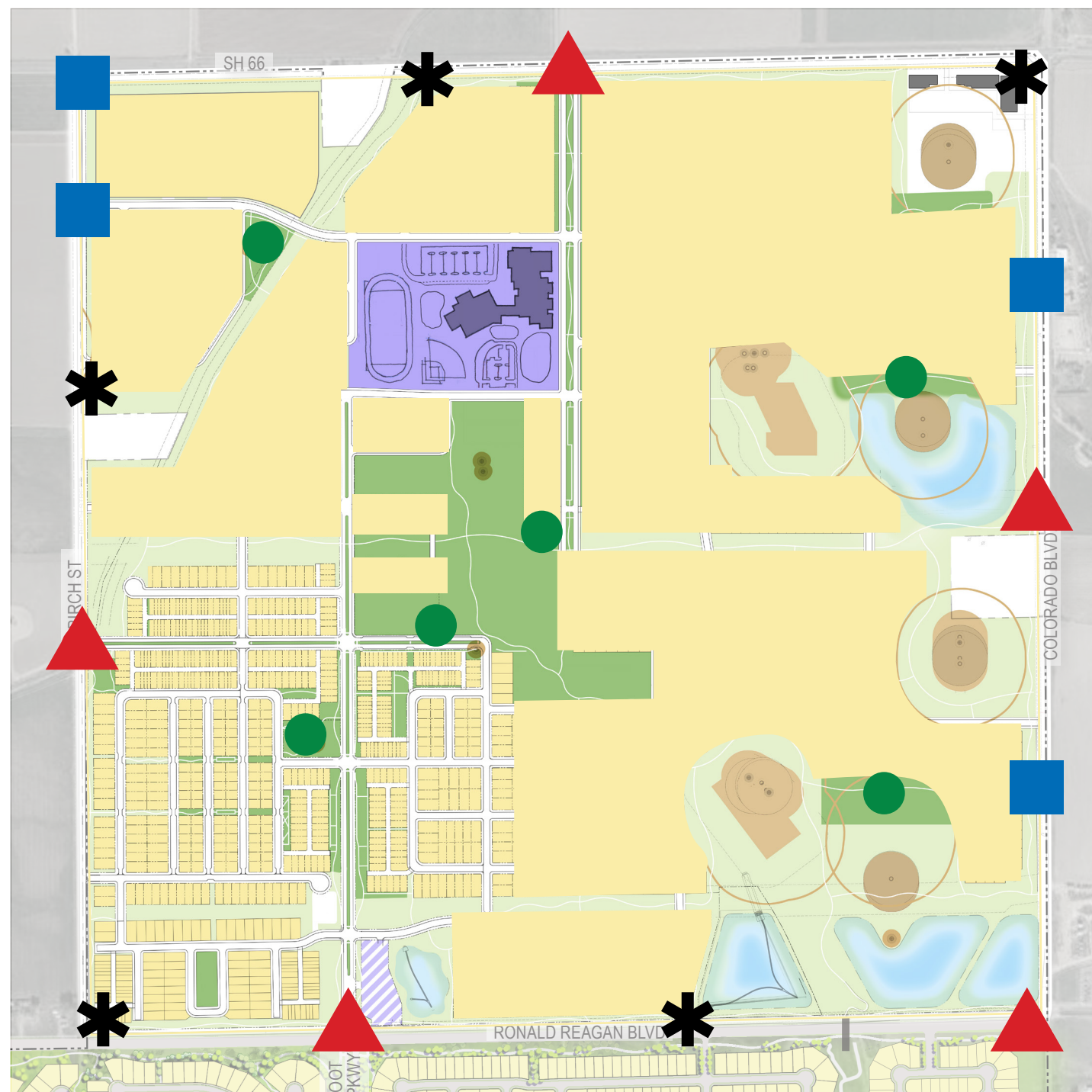
Town of Firestone
Weld County
State of Colorado

SHEET 3 OF 4

TYPEFACE MAY CHANGE IN
SCHEMATIC DESIGN

BAREFOOT VILLAGE

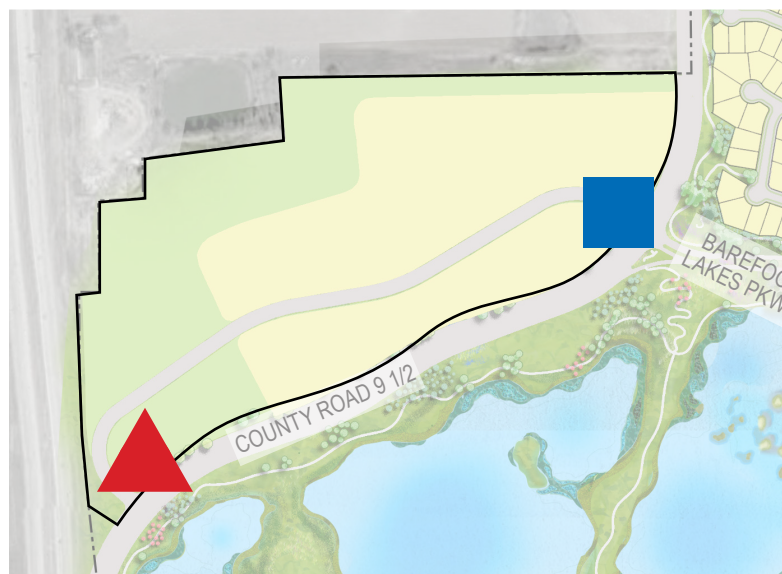
1 LOGO ART



SITE KEYNOTES:

VARIOUS SIGN TYPES AND WHERE
THEY'RE FOUND ON THE PLAN

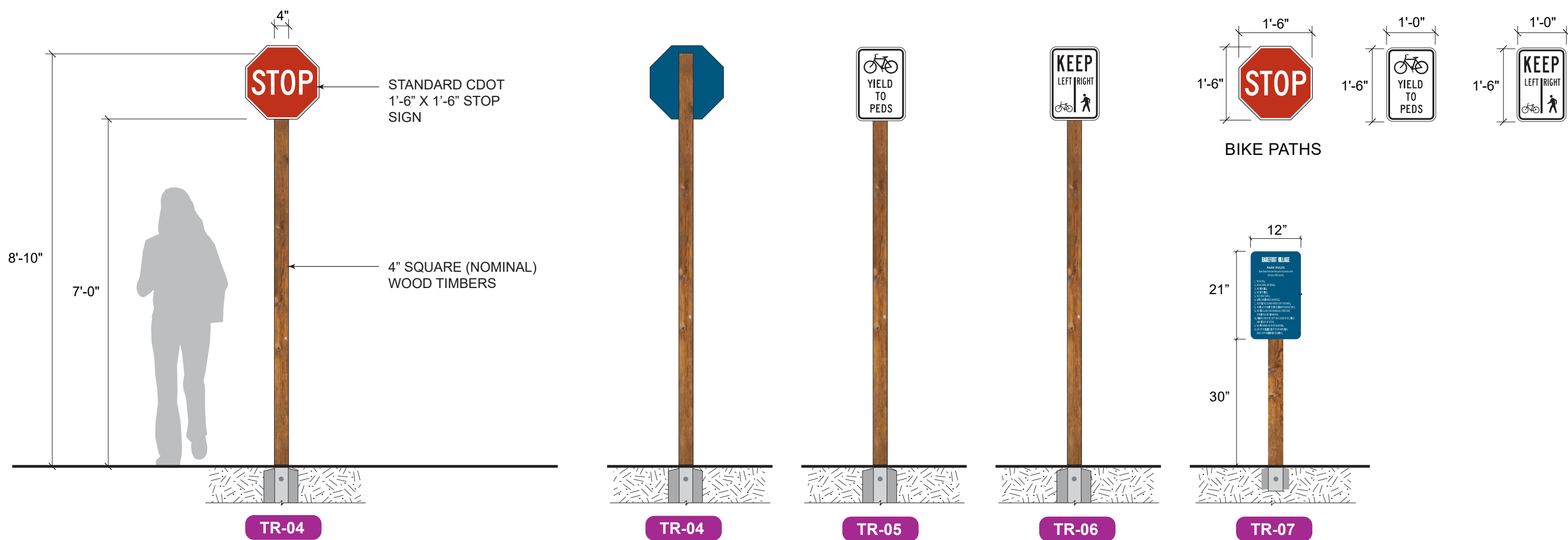
- PRIMARY MONUMENT **MT-01**
- SECONDARY MONUMENT **MT-02**
- PARK IDENTITY **PID-03**
- LARGE PERIMETER TEMPORARY SIGNS
(MAY ALSO BE LOCATED AT PRIMARY AND
SECONDARY MONUMENT LOCATIONS)
NOTE: PEDESTRIAN AND BIKE SIGN
LOCATIONS TO BE DETERMINED



NOTE:
1. LOCATION PLAN IS PRELIMINARY. FINAL
LOCATIONS AND QUANTITIES TO BE
DETERMINED DURING FINAL PLAT PROCESS.

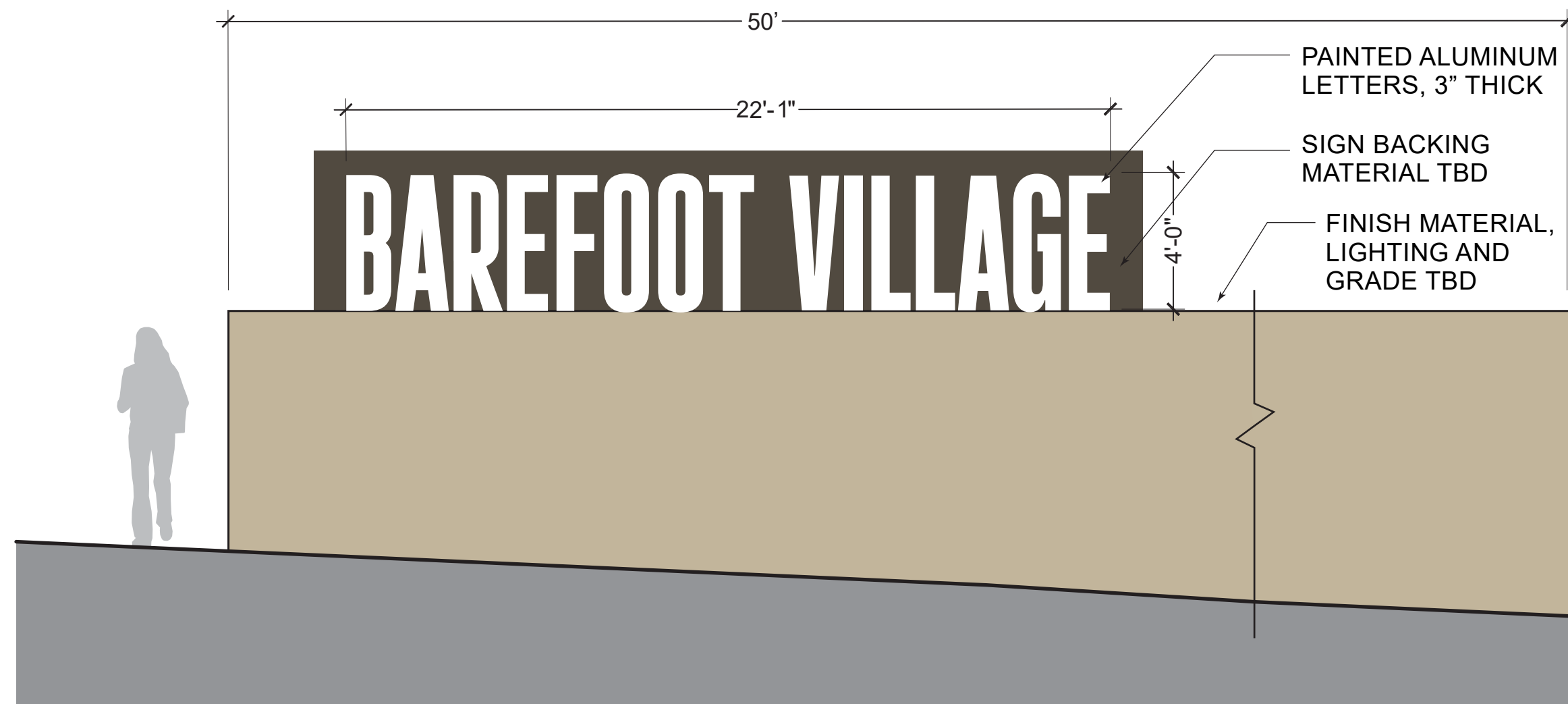
2. THERE IS NO LIMIT TO THE NUMBER OF
PARK IDENTITY SIGNS ALLOWED

2 PRELIMINARY SIGN LOCATION PLAN



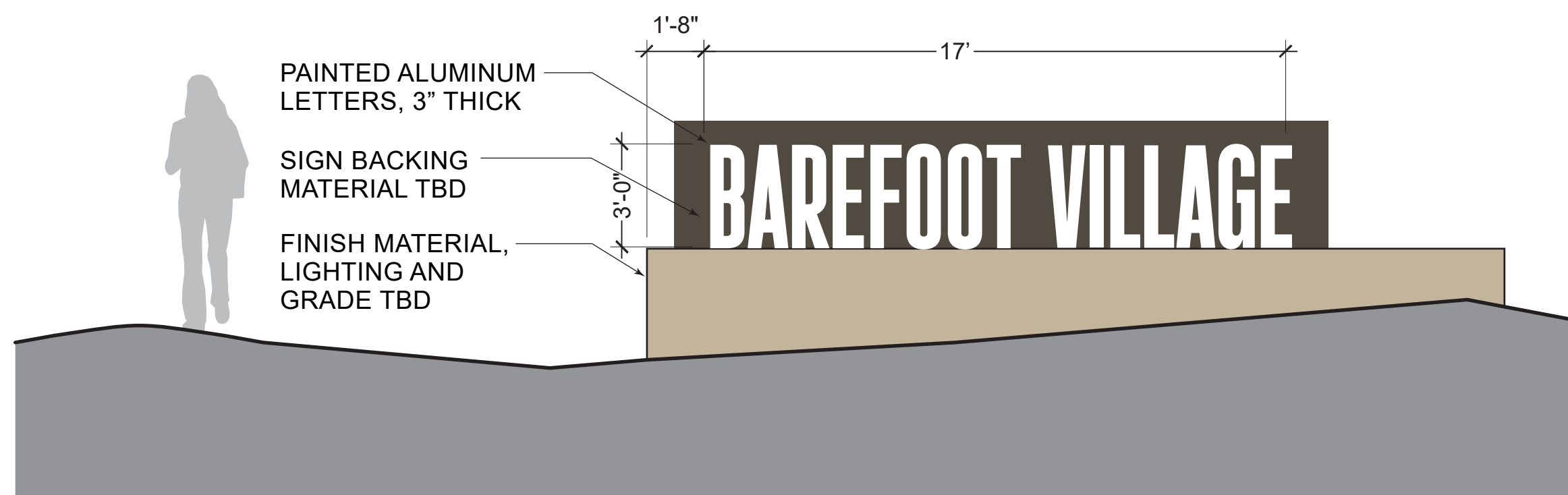
3 TRAIL SIGNS

SCALE: 1/2" = 1'-0"



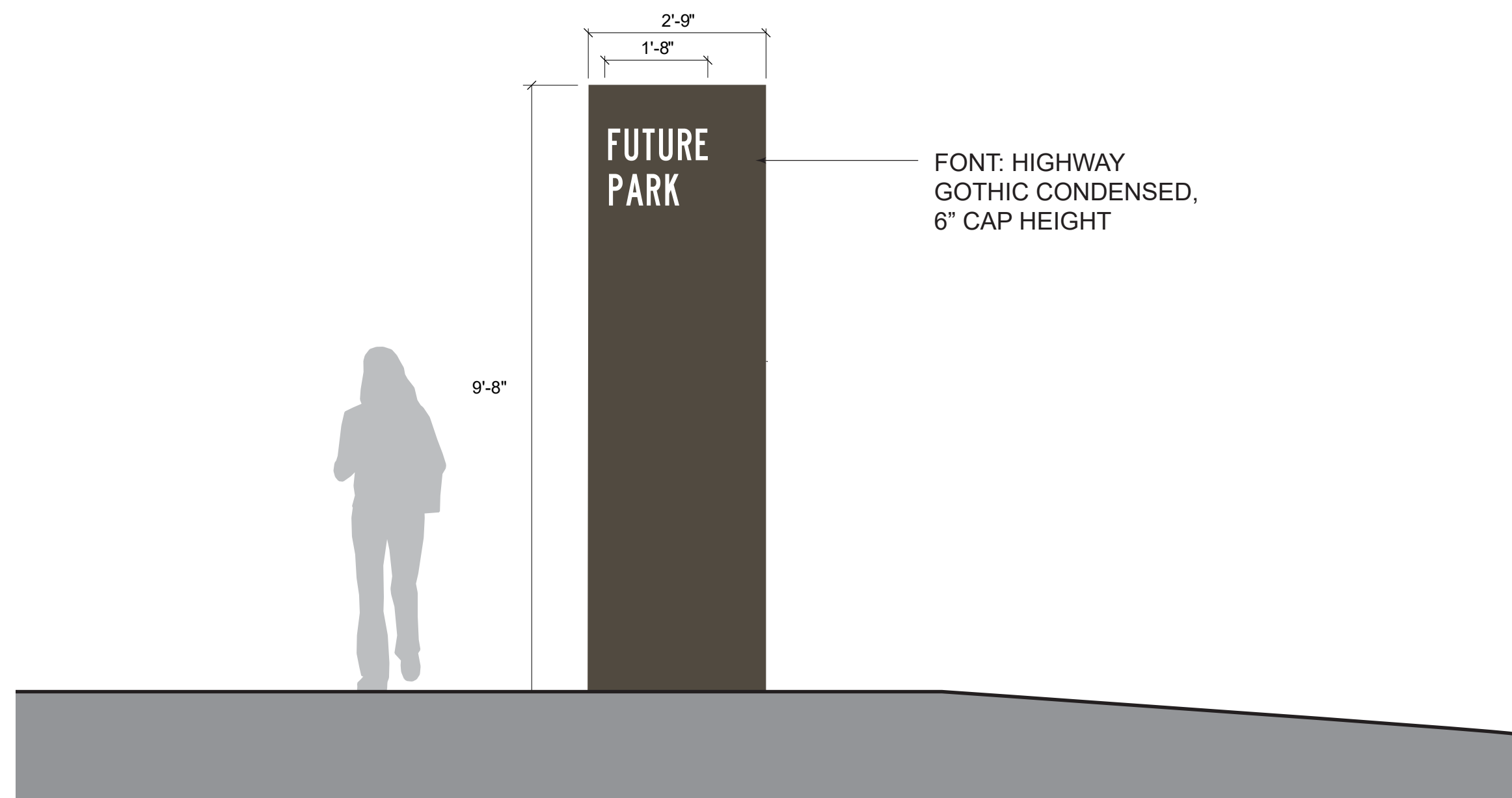
4 PRIMARY MONUMENT

NOTE: SIGN MAY CHANGE
IN SCHEMATIC DESIGN



5 SECONDARY MONUMENT

NOTE: SIGN MAY CHANGE
IN SCHEMATIC DESIGN



6 PARK IDENTITY

NOTE: SIGN MAY CHANGE
IN SCHEMATIC DESIGN

BAREFOOT PUD (FKA BAREFOOT LAKES ODP)

FIRESTONE, WELD COUNTY, CO

SIGNAGE STANDARDS

SHEET NUMBER

ODP-3

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:
BAREFOOT

Sheet:

Name of Application: Barefoot
Type of Submittal: Planned Unit Development
(PUD)
Preparation Date: 01 / 16 / 2024
Revision #1: 03 / 20 / 2024
Revision #2: 05 / 14 / 2024
Revision #3: 05 / 30 / 2024
Revision #4:
Sheet 3 of 4

SIGNAGE STANDARDS

1. Residential Identity Signs
- A. The signs proposed for this Barefoot PUD area vary from the Town standards. They carry on the design and character established as part of the existing Barefoot Lakes monuments, and are in scale with a development that is comprised of nearly a mile of frontage on each of its four sides. The intent is to carry forth the signs established for Barefoot Lakes, but slightly altered to build off the character of the more urban layout north of Ronald Reagan Blvd.

B. Within the area of this PUD Amendment there are several types of freestanding residential signs that follow a scale hierarchy: Primary Monuments, Secondary Monuments, Park Identity signage, and Trail Signs. The graphic concepts for signs in this package are for provided to indicate general massing and measurements; the final sign designs may differ from these representative graphics.
2. Permanent Residential Identity Sign Standards:
- A. Section 16.6.12.G.2.b – The Preliminary Sign Location Plan depicts the approximate locations where the Primary and Secondary Monuments are allowed. Park Identity sign locations may change as the filings are designed, but in general each Park is allowed a Park Identity sign, except for the large Neighborhood Park which is allowed four (4). Trail signs are not located at this time and are not limited in quantity.

B. The Permanent Community Signs table is intended to modify Table 6.12-2: Single-Family Residential Sign Standards in the FDC.

C. Section 16.6.12.G.2.b.v – Freestanding signs shall be spaced at least twenty-five (25) feet from adjacent freestanding signs, unless those freestanding signs are part of a singular design gesture or is intentionally segmented for artistic purposes.

D. Section 16.6.12.G.2.b.vi – “landscape bed” in this instance does not indicate a perennial landscape bed, but is generally indicative of a buffer space from walkways, trails and drives. This buffer can also be native grasses, shrubs, aggregate, or some other material as a part of the sign’s overall artistic intent.

E. Section 16.6.12.G.2.e - The Town of Firestone Identification requirement does not apply to signs in this community.
3. Temporary Sign Standards:
- A. The Permissible Temporary Signs per Location table at right modifies FDC table 6.12-6: Standards For Temporary Freestanding Signs.

B. Refer to the exhibits at right for examples of the four Temporary Sign Types. Note that actual design and detailing may vary by building, product, or Filing.

| Permanent Community Signs | | | | | |
|---------------------------|---------------|--|----------------|------------------------------|----------------------|
| Sign Type | Sign Category | Maximum Number | Maximum Area * | Maximum Height (Sign / Base) | Allowed Illumination |
| Primary Monument | Freestanding | Per Preliminary Sign Location Plan | 110 sf | 6 / 10 | Yes |
| Secondary Monument | Freestanding | Per Preliminary Sign Location Plan | 80 sf | 5 / 7 | Yes |
| Park Identity | Freestanding | 1 per Pocket Park
4 per Neighborhood Park | 40 sf | 10 (sign and base) | Yes |

* Messaging face area is the total surface area of type and characters; the total face area can be comprised of multiple pieces. If backing material is used, it does not count toward sign measurements.

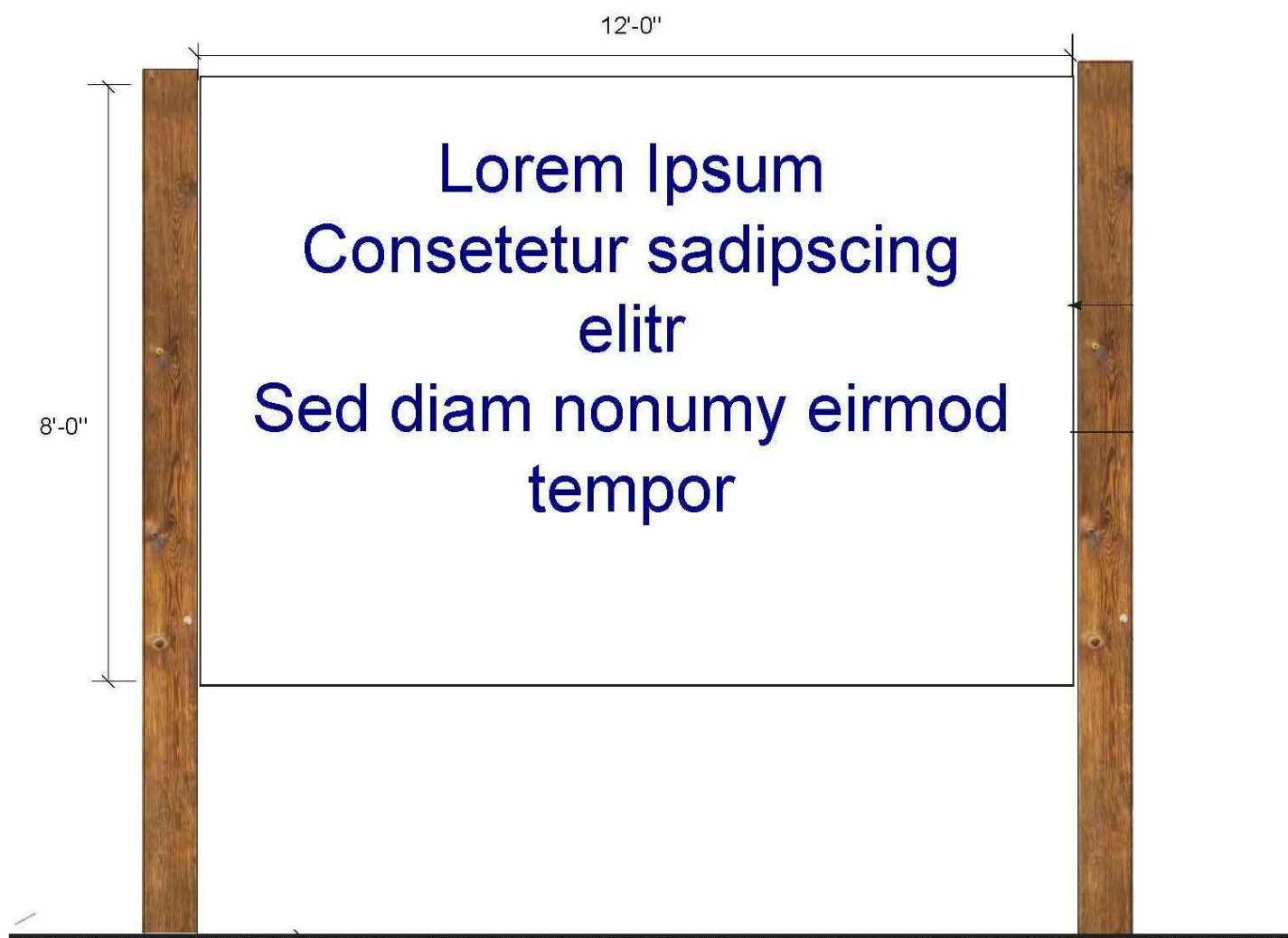
| Permissible Temporary Signs per Location | | | | | |
|--|------------------------|----------------|------------------------|-------------------------|----------------|
| Locations | Arterial Road | Collector Road | Local Road | Model Home Lot/ Complex | Individual Lot |
| Freestanding Signs - Large | Allowed | | | Not allowed | |
| Number of Signs Allowed | One per block length | | | None | |
| Maximum Sign Area | 90 square feet | | | None | |
| Maximum Sign Height | 12 feet | | | None | |
| Minimum Setback | 10 feet | | | None | |
| Lighting | Allowed | | | None | |
| Freestanding Signs - Medium | Allowed | | | | Not allowed |
| Number of Signs Allowed | Three per block length | | | One per model complex | None |
| Maximum Sign Area | 40 square feet | | | | None |
| Maximum Sign Height | 8 feet | | | | None |
| Minimum Setback | 1 foot behind sidewalk | | | | None |
| Lighting | Allowed | | | | None |
| Freestanding Signs - Small | Not allowed | | Allowed | | |
| Number of Signs Allowed | None | | One per model lot | One per lot | |
| Maximum Sign Area | None | | 6 square feet | | |
| Maximum Sign Height | None | | 3 feet | | |
| Minimum Setback | None | | 1 foot behind sidewalk | | |
| Lighting | None | | Not allowed | | |
| Flag Pole/Flag | Not allowed | | One per model complex | Not allowed | |
| Number of Flag Poles Allowed | None | | One per model complex | None | |
| Maximum Flag Area | None | | 90 square feet | None | |
| Maximum Flag Pole Height | None | | 40 feet | None | |
| Minimum Setback | None | | 1 foot behind sidewalk | None | |
| Lighting | None | | Allowed | None | |
| Pole Banners | Allowed | | Allowed | | |
| Number of Signs Allowed | Nine per 5 miles | Three per mile | One per model lot | One per 15 linear feet | |
| Maximum Sign Area | 300 square feet | 60 square feet | 60 square feet | 24 square feet | |
| Maximum Sign Height | 6 feet | | 4 feet | | |
| Minimum Setback | None | | 1 foot behind sidewalk | | |
| Lighting | Not Allowed | | Not allowed | | |
| Sidewalk Signs | Not Allowed | | Allowed | | |
| Number of Signs Allowed | None | | One per model lot | One per lot | |
| Maximum Sign Area | None | | 9 square feet | | |
| Maximum Sign Height | None | | 3 feet | | |
| Minimum Setback | None | | None | | |
| Lighting | None | | Not allowed | | |
| Flutter Flags | Not Allowed | | Not Allowed | | |

Barefoot PUD

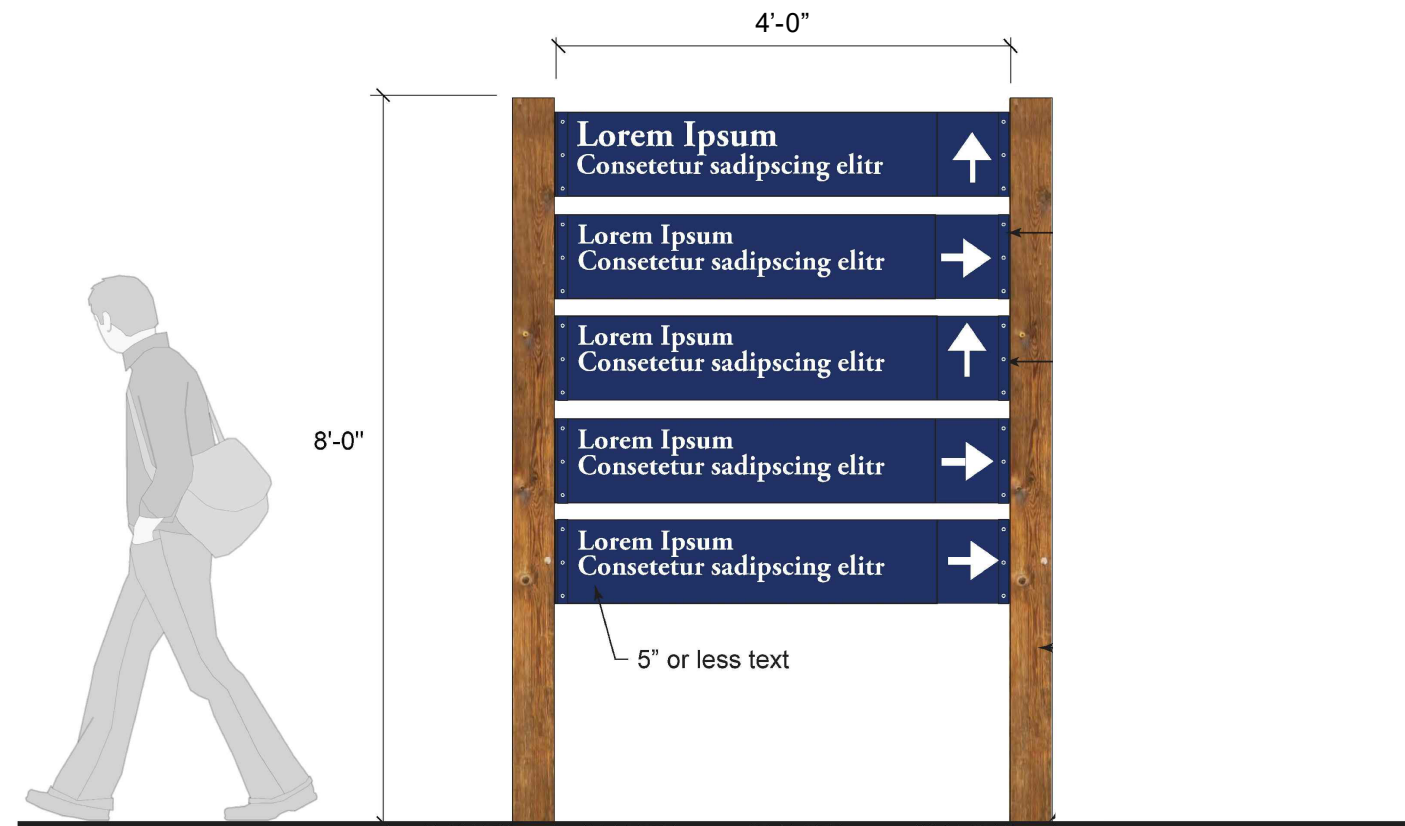
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State of Colorado

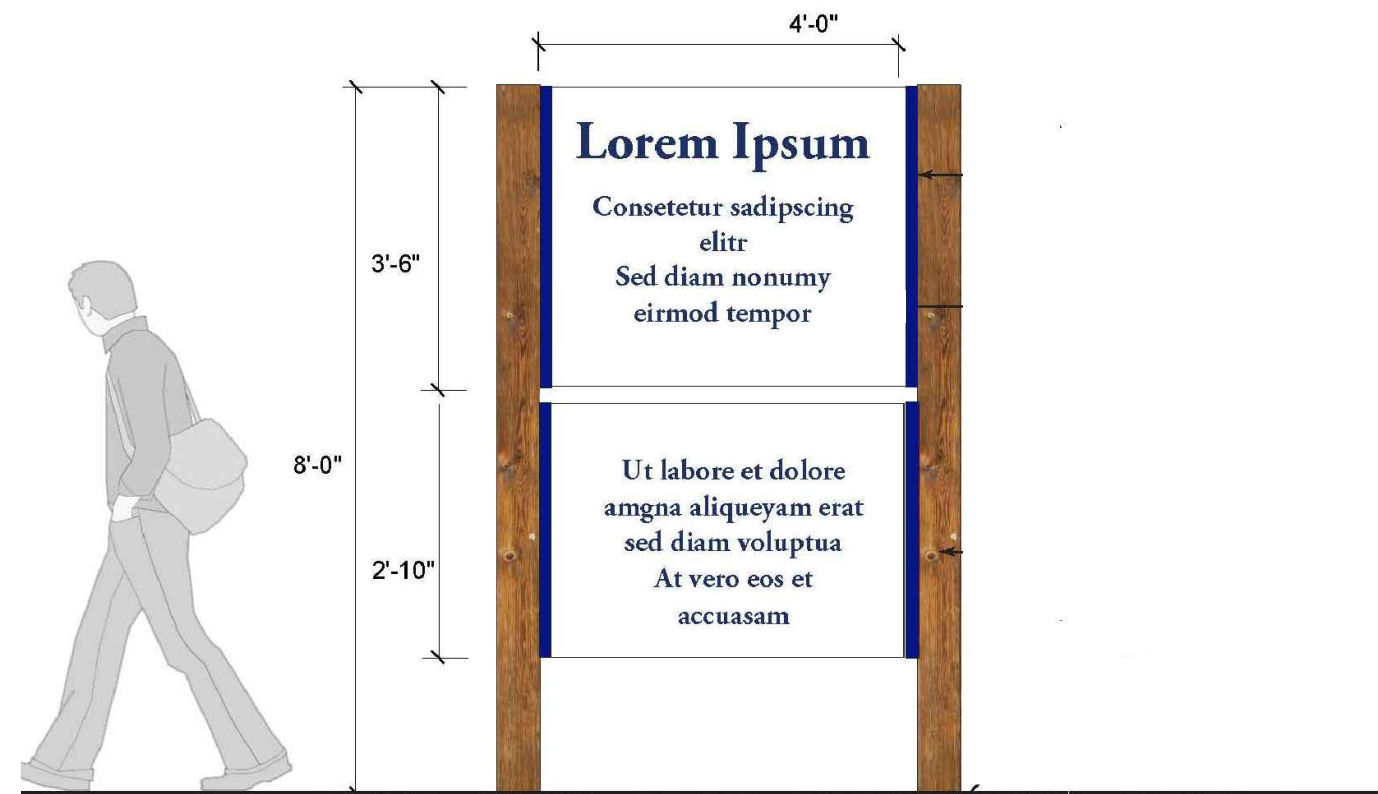
SHEET 4 OF 4



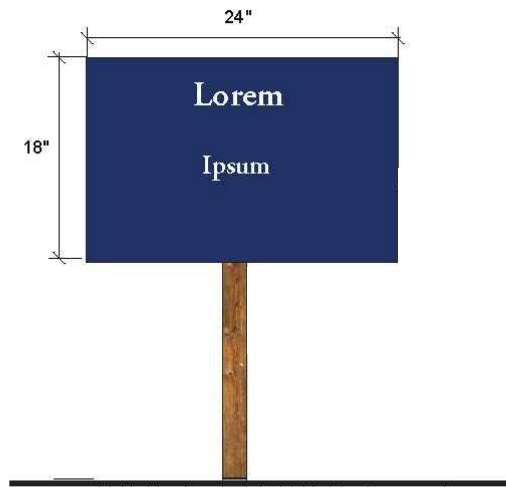
1 TEMPORARY FREESTANDING LARGE (ROAD)
NOT TO SCALE



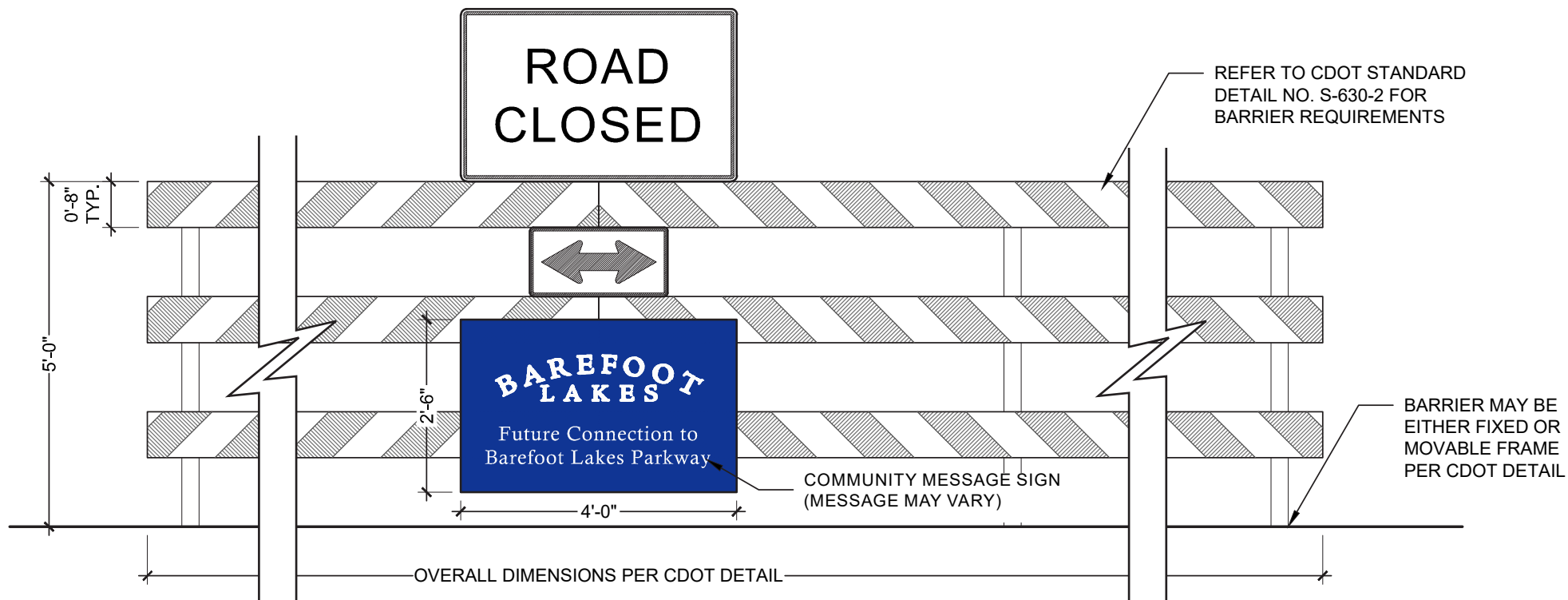
2 TEMPORARY FREESTANDING MEDIUM (ROAD)
NOT TO SCALE



3 TEMPORARY FREESTANDING MEDIUM (LOT)
NOT TO SCALE



4 TEMPORARY FREESTANDING SMALL (LOT)
NOT TO SCALE



5 TEMPORARY ROAD BARRIER
NOT TO SCALE

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BAREFOOT PUD
(FKA BAREFOOT LAKES ODP)
FIRESTONE, WELD COUNTY, CO

SIGNAGE STANDARDS

SHEET NUMBER

ODP-4

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:
BAREFOOT
Sheet:

Name of Application: Barefoot
Type of Submittal: Planned Unit Development (PUD)
Preparation Date: 01 / 16 / 2024
Revision #1: 03 / 20 / 2024
Revision #2: 05 / 14 / 2024
Revision #3: 05 / 30 / 2024
Revision #4:
Sheet 4 of 4

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Outline Development Plan Barefoot Lakes

Town of Firestone
Weld County
State of Colorado
Sheet 1 of 8

St. Vrain Lakes Metro District No. 1
6465 S. Greenwood Plaza Blvd,
Suite 700
Centennial, CO 80111
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Facsimile: (303) 706-9453
Email: Marc Savela
Marc.Savela@brookfieldrp.com

Barefoot LLC.
6465 S. Greenwood Plaza Blvd,
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Facsimile: (303) 706-6311
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ftafaya@redland.com

LANDSCAPE ARCHITECT:
DESIGNWORKSHOP
1390 Lawrence Street
Suite 100
Denver, CO 80204-2048
Tel: (303) 623-5186
Email: Jake Sippy
jsippy@designworkshop.com

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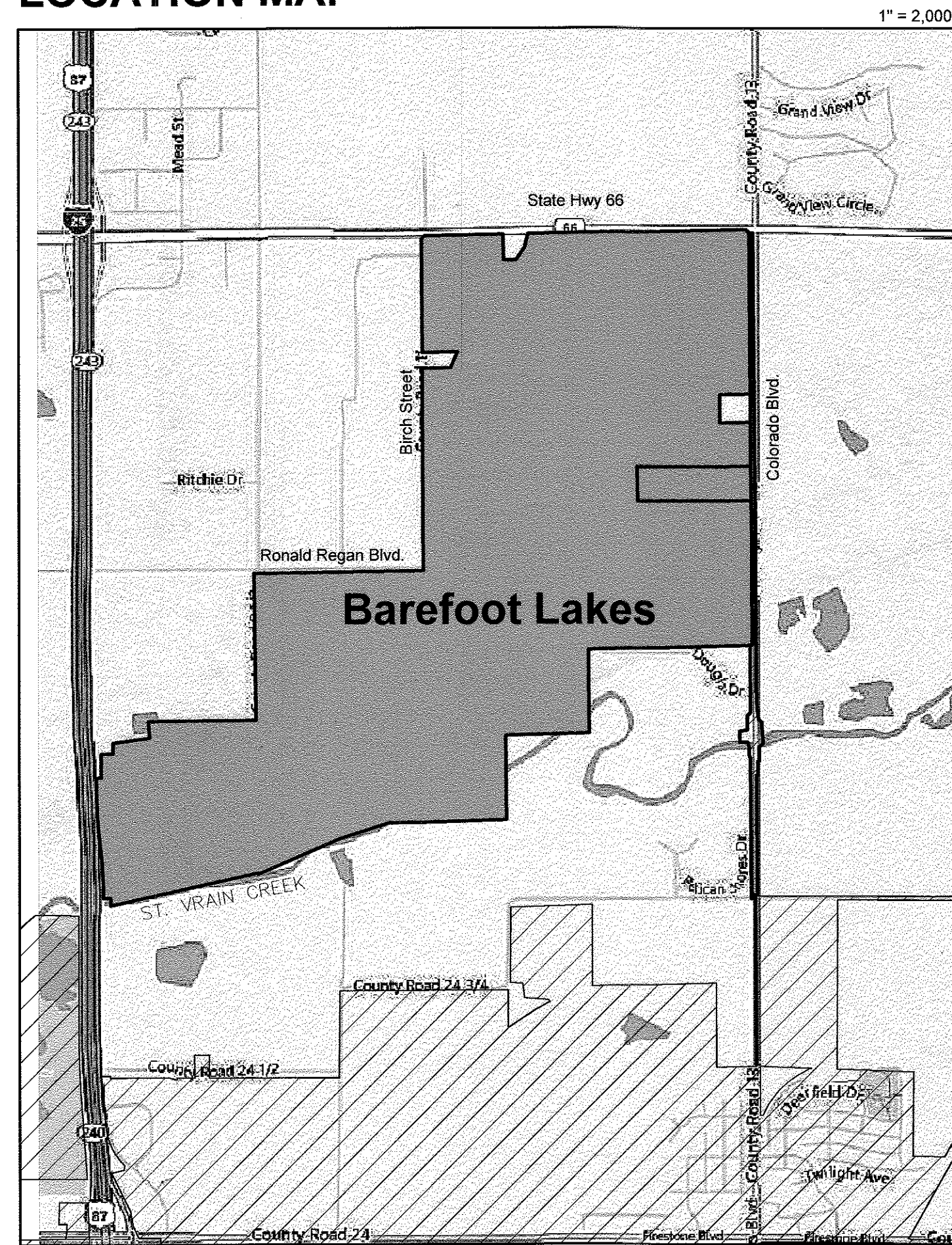
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LOCATION MAP



SHEET INDEX

Legal Description
Project Narrative
Site & Existing Conditions
Land Use, Zoning & Circulation
Transportation, Parks, Trails & Sub-Area Plan
Reference Street Sections
Phasing

ODP 1
ODP1-2
ODP 3
ODP 4
ODP 5
ODP 6-7
ODP 8

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 25, 35 AND 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 TO BEAR SOUTH 00°19'19" EAST, A DISTANCE OF 2,647.60 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 17°35'14" WEST, A DISTANCE OF 97.56 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 13 AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY, SOUTH 00°19'19" EAST, A DISTANCE OF 2555.65 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 AND A POINT ON THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 1506745, IN SAID RECORDS;

THENCE ALONG THE BOUNDARIES OF SAID PARCEL OF LAND THE FOLLOWING THREE (3) COURSES:

1. DEPARTING SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY AND SAID WESTERLY BOUNDARY, SOUTH 88°45'03" WEST, ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 484.00 FEET;

2. SOUTH 00°25'49" EAST, A DISTANCE OF 450.00 FEET;

3. NORTH 88°45'03" EAST, A DISTANCE OF 484.00 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT-OF-WAY OF WELD COUNTY ROAD 13;

THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY, SOUTH 00°25'49" EAST, A DISTANCE OF 2203.95 FEET;

THENCE CONTINUING ALONG SAID WESTERLY PRESCRIPTIVE RIGHT-OF-WAY, SOUTH 00°14'22" EAST, A DISTANCE OF 1,325.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE ALONG SAID SOUTH LINE, SOUTH 88°29'41" WEST, A DISTANCE OF 2,802.28 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, SOUTH 00°19'03" EAST, A DISTANCE OF 1,326.34 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, SOUTH 88°29'44" WEST, A DISTANCE OF 1,323.13 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 00°17'20" EAST, A DISTANCE OF 1,335.11 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SOUTH 88°21'56" WEST, A DISTANCE OF 1,323.94 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 36;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, SOUTH 89°15'43" WEST, A DISTANCE OF 522.99 FEET TO THE NORTHEAST CORNER OF SUBDIVISION EXEMPTION NO. 741 AS RECORDED AT RECEPTION NUMBER 2669206, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION EXEMPTION NO. 741 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 72°40'05" WEST, A DISTANCE OF 825.83 FEET;

2. SOUTH 66°34'28" WEST, A DISTANCE OF 1,420.78 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE ALONG SAID EAST LINE, NORTH 00°42'02" WEST, A DISTANCE OF 21.71 FEET TO THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2261418, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY, SOUTH 77°43'35" WEST, A DISTANCE OF 2,395.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AS DESCRIBED AT RECEPTION NUMBER 3019961, IN SAID RECORDS;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 25 THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 00°01'11" WEST, A DISTANCE OF 119.70 FEET;

2. SOUTH 89°58'49" WEST, A DISTANCE OF 114.82 FEET;

3. NORTH 00°01'11" WEST, A DISTANCE OF 186.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3,379.26 FEET;

4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°12'52", AN ARC LENGTH OF 366.52 FEET;

5. TANGENT TO SAID CURVE, NORTH 06°14'03" WEST, A DISTANCE OF 601.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,182.41 FEET;

6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°11'20", AN ARC LENGTH OF 288.21 FEET;

7. NON-TANGENT TO SAID CURVE, NORTH 01°04'25" WEST, A DISTANCE OF 483.45 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ST. ACACIUS ANNEXATION NO. 2 TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 3187250, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID ANNEXATION THE FOLLOWING SIX (6) COURSES:

1. SOUTH 88°45'13" EAST, A DISTANCE OF 82.35 FEET;

2. NORTH 00°11'21" WEST, A DISTANCE OF 379.15 FEET;

3. NORTH 88°08'57" EAST, A DISTANCE OF 185.82 FEET;

4. NORTH 00°57'37" WEST, A DISTANCE OF 172.01 FEET;

5. NORTH 82°52'03" EAST, A DISTANCE OF 590.67 FEET;

6. NORTH 04°18'10" WEST, A DISTANCE OF 254.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ST. ACACIUS ANNEXATION NO. 1 TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 3187249, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID ANNEXATION THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°31'37" EAST, A DISTANCE OF 1,708.18 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;

2. ALONG SAID WEST LINE, NORTH 00°42'02" WEST, A DISTANCE OF 2,327.84 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF WESTRIAN RANCH ANNEXATION TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 2937346, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID ANNEXATION THE FOLLOWING THREE (3) COURSES:

1. ALONG SAID PARALLEL LINE, NORTH 89°16'34" EAST, A DISTANCE OF 2,685.80 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

2. ALONG SAID PARALLEL LINE, NORTH 00°12'43" WEST, A DISTANCE OF 2,684.23 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25;

3. ALONG SAID PARALLEL LINE, NORTH 00°13'07" WEST, A DISTANCE OF 519.26 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1207-25-2 RE-4103 AS RECORDED UNDER RECEPTION NO. 3303561, IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LOT A THE FOLLOWING THREE (3) COURSES:

1. NORTH 88°54'53" EAST, A DISTANCE OF 450.00 FEET;

2. NORTH 23°22'49" EAST, A DISTANCE OF 282.43 FEET;

LEGAL DESCRIPTION (Continued)

3. SOUTH 88°54'53" WEST, A DISTANCE OF 563.08 FEET TO A POINT ON A LINE PARALLEL AND 30.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 AND A POINT ON THE EASTERLY BOUNDARY OF SAID WESTRIAN RANCH ANNEXATION;

THENCE ALONG SAID PARALLEL LINE AND EASTERLY BOUNDARY, NORTH 00°13'07" WEST, A DISTANCE OF 1,788.79 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 66 AS DESCRIBED IN BOOK 1491 AT PAGE 509, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 43°50'07" EAST, A DISTANCE OF 70.70 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF COLORADO HIGHWAY 66 ANNEXATION NUMBER FOUR TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 02301640, IN SAID RECORDS;

2. ALONG SAID ANNEXATION, NORTH 88°49'43" EAST, A DISTANCE OF 1,245.14 FEET TO THE NORTHWEST CORNER OF LOT A, RECORDED EXEMPTION NUMBER 1207-25-2 RE-1450 AS RECORDED UNDER RECEPTION NO. 2305632 AND THE NORTHWEST CORNER OF BODA ANNEXATION TO THE TOWN OF MEAD AS RECORDED UNDER RECEPTION NO. 3605618, IN SAID RECORDS;

THENCE ALONG THE BOUNDARIES OF SAID LOT A AND SAID BODA ANNEXATION, THE FOLLOWING FIVE (5) COURSES:

1. DEPARTING SAID HIGHWAY 66 ANNEXATION NUMBER FOUR, SOUTH 01°10'17" EAST, A DISTANCE OF 411.50 FEET;

2. NORTH 87°41'05" EAST, A DISTANCE OF 196.62 FEET;

3. NORTH 35°25'31" EAST, A DISTANCE OF 112.28 FEET;

4. NORTH 34°20'46" EAST, A DISTANCE OF 124.91 FEET;

5. NORTH 14°19'58" EAST, A DISTANCE OF 223.93 FEET TO A POINT ON SAID SOUTHERLY RIGHT- OF-WAY LINE OF STATE HIGHWAY 66 AND THE SOUTHERLY BOUNDARY OF SAID COLORADO HIGHWAY 66 ANNEXATION NUMBER FOUR;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY ANNEXATION BOUNDARY, NORTH 88°49'43" EAST, A DISTANCE OF 905.29 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 66 AS DESCRIBED IN DEED RECORDED IN BOOK 1491 AT PAGE 511, IN SAID RECORDS;

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

1. ALONG SAID SOUTHERLY ANNEXATION BOUNDARY, NORTH 88°49'28" EAST, A DISTANCE OF 2,390.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11,420.00 FEET;

2. DEPARTING SAID SOUTHERLY ANNEXATION BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°50'40", AN ARC LENGTH OF 168.31 FEET;

3. NON-TANGENT TO SAID CURVE, SOUTH 43°43'11" EAST, A DISTANCE OF 68.87 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 1,306.226 ACRES (56,899,212 SQUARE FEET), MORE OR LESS.

PROJECT NARRATIVE

Project Concept

Barefoot Lakes development (the "Development") is an approximately 1,306 acre master planned community that is intended to be developed as an asset to Firestone and the region. The Barefoot Lakes Outline Development Plan (ODP) establishes the zoning for the property as Planned Unit Development (PUD) and specifies land use categories for planning areas, permitted land uses, overall vehicular and pedestrian trail access points, general locations for open space areas as well as general utility, grading, and drainage patterns. Additional planning and technical utility information will be provided with future Preliminary Development Plans ("PDP"), Preliminary Plats ("P. Plat"), Final Development Plans ("FDP"), and Final Plats ("F. Plat") applications associated with the Development.

This PUD zoning for the property will provide for residential, commercial, mixed-use, open space, and associated public land uses. This ODP will amend and fully restate the currently approved Firestone North Outline Development Plan approved on November 9, 2014. The ODP provides for a community founded on the principles of being a distinctive place, encouraging stewardship of nature, supporting wellness, and inclusive design that provides recreation opportunities for all ages. The development includes walking trails, entry monumentation, playgrounds, and open space that together form the initial phase in a robust active and passive recreation program that includes over 200 acres of open space and parks. The overall recreation vision includes regional, community, and neighborhood amenities including activities such as swimming, hiking, biking, and sports.

Both short- and long-term development of the residential areas within this property will be complementary to the region and will provide a necessary residential base for the Town of Firestone and the expanding regional employment centers.

Regional Impacts

The ODP is generally consistent with the zoning for Barefoot Lakes (formerly known as St. Vrain Lakes) as approved through Weld County. The ODP is also consistent with the vision and current and future goals of Firestone as stated in the Firestone Master Plan. Development of Barefoot Lakes will be complementary to southwest Weld County by expanding mixed-use, commercial centers and will increase the residential base for Firestone.

The Development aims to create a pedestrian-oriented community based on a comprehensive recreation and trail network. In addition, the project intends to furnish open space and trails that will benefit the entire community.

Environmental Information

The Environmental Site Assessment prepared by ERO Resources identified a wetland area north of Planning Area 3 and along St. Vrain Creek with no additional evidence of recognized environmental conditions requiring remediation or protection. Furthermore, since the site had been used for agriculture for many preceding years, there does not appear to be any evidence of additional wetlands, underlying historical or archeological sites, or significant trees based on visual observation of the property.

Grading Concept

The site will be overlaid graded for the uses permitted by this ODP and will maintain existing drainage patterns sloping generally to the southeast. Grading of the site will be performed in a way to generally conform to the site topography and drainage patterns.

The grade of the land has been carefully studied to ensure that the transition between existing and proposed development is as seamless as possible and that it doesn't create any visual barriers or intrusions on privacy.

The streets and lots within the site will be mass-graded to establish the required drainage patterns pursuant to the Town of Firestone criteria. Grading of the various park areas will be done as needed to accomplish construction. Grade forms will be smooth and natural in appearance.

Utilities

The Barefoot Lakes water distribution system generally consists of 8-, 12-, and 16-inch water mains. The community lies within the Little Thompson Water District and will connect to their existing water mains within State Highway (SH) 66 and County Road (CR) 9.5. The system will be looped throughout the community to provide adequate water supply and fire protection. Little Thompson Water District will be the exclusive water provider to all property in the ODP.

The Barefoot Lakes wastewater system will consist of a gravity sanitary sewer, which generally drains from west to east and north to south. St. Vrain Sanitation District is the wastewater service provider to all property in the ODP.

A non-potable water system may be incorporated into the land plan to irrigate open space and/or park areas. Any non-potable water system would be owned, operated and maintained by St. Vrain Lakes Metropolitan District ("SVL Metro"), Little Thompson Water District or a combination thereof.

There are current oil and gas facilities operating within the ODP area under Surface Use Agreement(s) with the mineral interest holder. Copies of existing Surface Use Agreements are on file with the Owner. The Owner/Developer will reference these Surface Use Agreement(s) when preparing the plats and development plans for this property, to ensure compatibility of uses and compliance with these Agreement(s).

Public and Private Infrastructure Development

The development of all regional and local public and private infrastructure serving Barefoot Lakes shall be implemented as identified in the associated Subdivision Improvement Agreements, consistent with the Annexation Agreement and the Development and Vested Rights Agreement governing the Development, and as stated herein. The property is being designed to accommodate a future regional recreation center complex.

Utilities and Service Requirements

The development is planned to be served by the following utility companies:

- Metropolitan Districts - St. Vrain Lakes Metropolitan District ("SVL Metro")
- Gas - Source Gas
- Electric - United Power
- Telephone - Century Link
- Recreation - Town of Firestone, Carbon Valley Park and Recreation District, and/or SVL Metro
- Police Protection - Town of Firestone
- Fire Protection - Frederick-Firestone Fire Protection District
- Potable Water - Little Thompson Water District
- Sanitary Sewer - St. Vrain Sanitation District
- Schools - St. Vrain Valley School District, RE-1J
- Street Maintenance - Town of Firestone
- Storm Water Facility Maintenance (except operation of the lakes) - Town of Firestone
- Lake Management - SVL Metro and/or Little Thompson Water District
- Raw Water Irrigation System (if developed) - SVL Metro and/or Little Thompson Water District

Technology

This ODP contemplates further investigation into the feasibility of providing high-speed Internet fiber directly to individual homes and businesses in some or all areas of the ODP. However, nothing in this ODP obligates the provision of such service.

APPROVAL BLOCK

Approved by the Town Board of Trustees
of the Town of Firestone, Colorado this
27 day of May, 2015 by

Ordinance No. 872

Mayor

ATTEST: Town Clerk



ACCEPTANCE BLOCK

By signing this ODP, the St. Vrain Lakes Metropolitan District No. 1 acknowledges and accepts all of the requirements and intent set forth herein.

Barefoot LLC, A Colorado Limited Liability Company
FKA Carma Bayshore LLC, A Colorado Limited Liability Company

AUTHORIZED REPRESENTATIVE
Jill Bedore

AUTHORIZED REPRESENTATIVE
Jill Bedore

STATE OF COLORADO)
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 16th day of Sept., 2015 by

Jill Bedore

Witness my hand and official seal

Jill Bedore

Notary Public

4-11-18

My commission expires

St. Vrain Lakes Metropolitan District 1

AUTHORIZED REPRESENTATIVE
Marc Savela

STATE OF COLORADO)
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 16th day of Sept., 2015 by

Jill Bedore

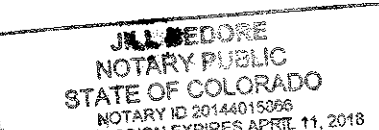
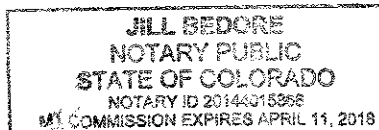
Witness my hand and official seal

Jill Bedore

Notary Public

4-11-18

My commission expires



NARRATIVE

SHEET NUMBER

ODP-1

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:

BAREFOOT LAKES

Sheet:

NARRATIVE

Name of Application: Barefoot Lakes
Type of Submittal: OUTLINE DEVELOPMENT PLAN
Filing Number:
Phase Number:
Preparation Date: 04.08.2015
Revision #1: 05.06.2015
Revision #2: 05.14.2015
Revision #3: 06.26.2015
Revision #4: 08.17.2015
Sheet 1 of 8

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WELD COUNTY, COLORADO

SHEET NUMBER

PROJECT NUMBER: 5312

Sheet 2 of 8

Aug 17, 2015 - 12:18pm
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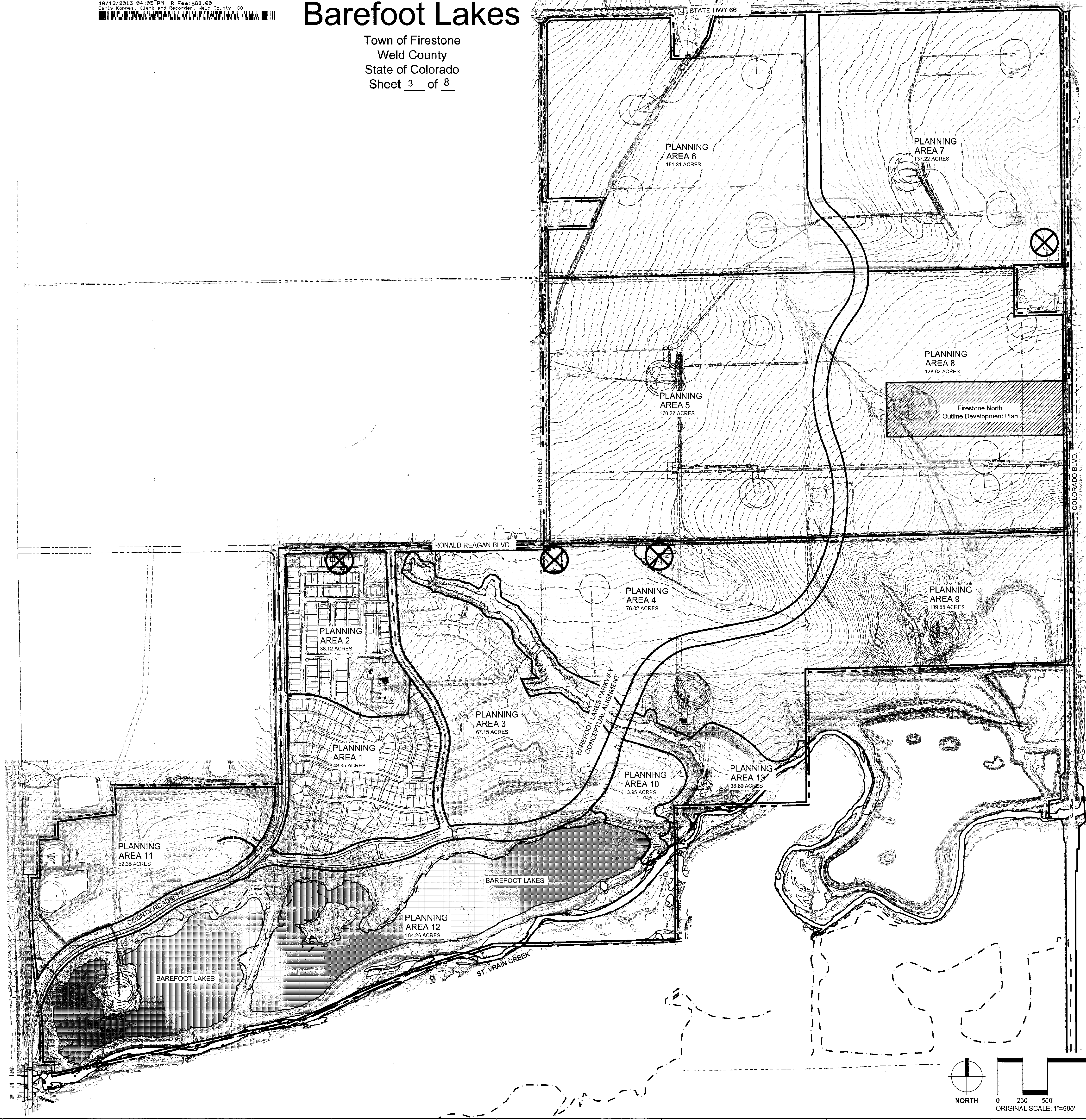
LEGEND

- ⊗ BUILDINGS TO BE REMOVED
- ODP BOUNDARY
- SEWER
- GAS
- CONTOURS (1-FOOT INTERVAL)
- OTHER UTILITIES (WATER, ELECTRIC)
- SWALE
- PROPOSED FEMA FLOOD PLAIN LIMITS PER CLOMR
- JW --- JURISDICTIONAL WETLAND
- USW --- WATERS OF THE US WETLAND
- EXISTING GAS WELL 150' EASEMENT
- LAKE
- OPEN SPACE
- PLANNING AREA
- FIRESTONE NORTH ODP

4149335 Pages: 3 of 8
10/12/2015 04:05 PM R Fee: \$61.00
Cathy Koppes, Clerk and Recorder, Weld County, CO

Outline Development Plan
Barefoot Lakes

Town of Firestone
Weld County
State of Colorado
Sheet 3 of 8



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BAREFOOT LAKES
OUTLINE DEVELOPMENT PLAN
WELD COUNTY, COLORADO

SITE
AND EXISTING
CONDITIONS

SHEET NUMBER

ODP-3

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:
BAREFOOT LAKES

Sheet:
SITE AND EXISTING CONDITIONS

Name of Application: Barefoot Lakes
Type of Submittal: OUTLINE DEVELOPMENT PLAN
Filing Number:
Phase Number:
Preparation Date: 04.08.2015
Revision #1: 05.06.2015
Revision #2: 05.14.2015
Revision #3: 06.26.2015
Revision #4: 08.17.2015
Sheet 3 of 8

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BAREFOOT LAKES LAND-USE TABLE

Total Property Acreage: 1,306

| PLANNING AREA | PUD LAND USE CATEGORY* | PARCEL ACREAGE | RANGE OF DWELLING UNITS PER ACRE
(DUI/ACRE) | POTENTIAL PLANNED DWELLING UNITS | COMM. SQUARE FOOTAGE
(ESTIMATE) |
|-------------------------|--|----------------|--|----------------------------------|------------------------------------|
| 1 | RES-A | 48.35 | 3.5 | 167 | |
| 2 | RES-A | 38.12 | 3.5 | 127 | |
| 3 | RES-A, RES-B | 67.15 | 3.5 - 6 | 336 | |
| 4 | MIXED-USE (NC, RES-A, RES-B, RES-C) | 76.02 | 3.5 - 12 | 382 | |
| 5 | MIXED-USE (NC, RES-A, RES-B, RES-C) | 170.37 | 3.5 - 12 | 671 | |
| 6 | MIXED-USE (RC, NC, RES-A, RES-B, RES-C) | 151.31 | 3.5 - 18 | 941 | 145,000 |
| 7 | MIXED-USE (RC, NC, RES-A, RES-B, RES-C) | 137.22 | 3.5 - 18 | 981 | 145,000 |
| 8 | MIXED-USE (RC, NC, RES-A, RES-B, RES-C) | 128.62 | 3.5 - 18 | 704 | |
| 9 | MIXED-USE (NC, RES-A, RES-B, RES-C) + RC | 109.55 | 3.5 - 18 | 426 | 145,000 |
| 10 | RES-A, RES-B, RES-C | 13.95 | 3.5 - 18 | 70 | |
| 11 | MIXED-USE (RC, NC, RES-A, RES-B, RES-C) | 59.38 | 3.5 - 18 | 327 | 300,000 |
| 12
(Lake Open Space) | Open Space | 184.26 | | | |
| 13
(Open Space) | Open Space | 38.89 | | | |
| Street ROW | Street ROW | 82.82 | | | |
| TOTAL | | 1,306.00 | | 5,131 | 735,000 |

Land Use Key
Flexible Zoning includes the following Firestone PUD land use categories:
R-A = Residential A
R-B = Residential B
R-C = Residential C
RC = Regional Commercial
NC = Neighborhood Center
OS = Open Space (Approved use in all categories and can include Recreation Center per Firestone Code)

Land-Use Table Notes
1. Exact acreage for the planning areas with more than one allowed land use will be determined during the PDP.
2. The number of dwelling units can move within the project as long as the project's maximum number of 5,131 (including a maximum of 1,823 zoned Residential-C) has not been reached.
3. While planning areas 6, 7, 9 and 11 currently identify an estimated acreage for Neighborhood Center, exact residential unit counts and neighborhood center square footages will be specified in the PDP/FDP once market opportunities are known.
4. Two to three school sites are anticipated. Planning areas 4, 5, 6, 7, 8 & 9 have been identified as potential locations for school sites.
5. The number of lots identified in Planning Area 1 and Planning Area 2 are based on the currently recorded subdivision plat titled Weld County Barefoot Lakes Filing No. 1-- A Replat of a Portion of St. Vrain Lakes Filing No. 1.

LEGEND

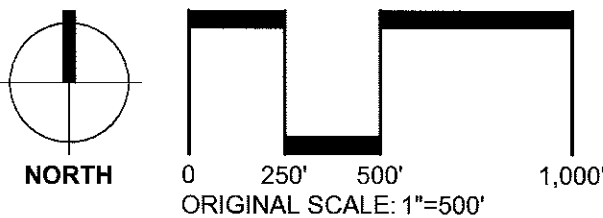
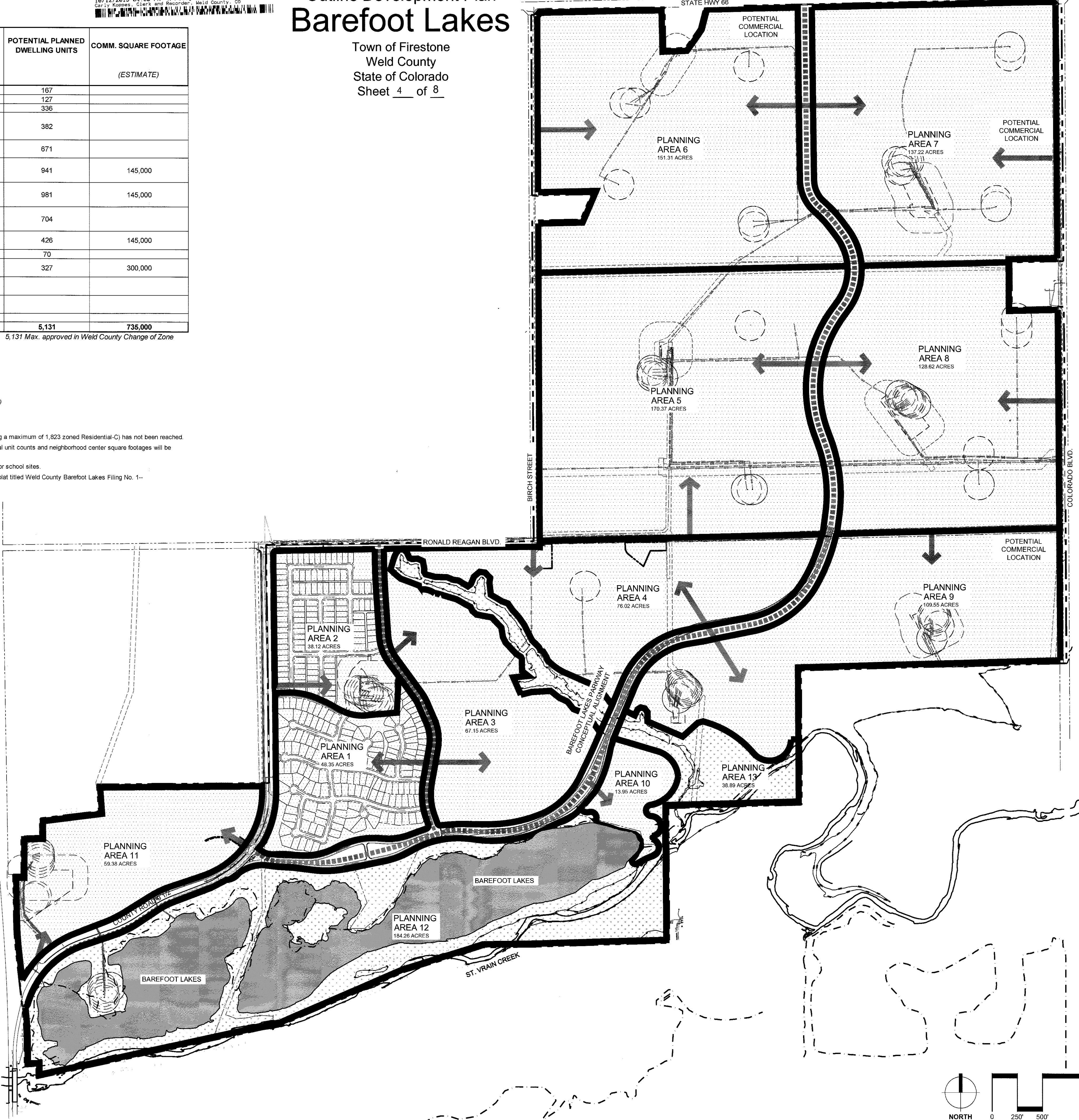
- BUILDINGS TO BE REMOVED
- ODP BOUNDARY
- SEWER
- GAS
- CONTOURS (1-FOOT INTERVAL)
- OTHER UTILITIES (WATER, ELECTRIC)
- SWALE
- PROPOSED FEMA FLOOD PLAIN LIMITS PER CLOMR
- JW - JURISDICTIONAL WETLAND
- USW - WATERS OF THE US WETLAND
- EXISTING GAS WELL 150' EASEMENT
- LAKE
- OPEN SPACE
- PLANNING AREA

CIRCULATION

- PARKWAY (VARIABLE ROW)
- PROPOSED ROAD CONNECTION

Outline Development Plan
Barefoot Lakes

Town of Firestone
Weld County
State of Colorado
Sheet 4 of 8



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BAREFOOT LAKES
OUTLINE DEVELOPMENT PLAN
WELD COUNTY, COLORADO

LAND USE DISTRICTS,
CIRCULATION SYSTEM,
LAND USE & ZONING

SHEET NUMBER

ODP-4

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:
BAREFOOT LAKES
Sheet:
LAND USE DISTRICTS, CIRCULATION
SYSTEM, LAND USE & ZONING
Name of Application: Barefoot Lakes
Type of Submittal: OUTLINE DEVELOPMENT PLAN
Filing Number:
Phase Number:
Preparation Date: 04.08.2015
Revision #1: 05.06.2015
Revision #2: 05.14.2015
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Sheet 4 of 8

- LEGEND**
- BUILDINGS TO BE REMOVED
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 - JW - JURISDICTIONAL WETLAND
 - USW - WATERS OF THE US WETLAND
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- LAKE
- OPEN SPACE
- PLANNING AREA

CIRCULATION

- PARKWAY (VARIABLE ROW)
- PROPOSED ROAD CONNECTION

PARKS & TRAILS

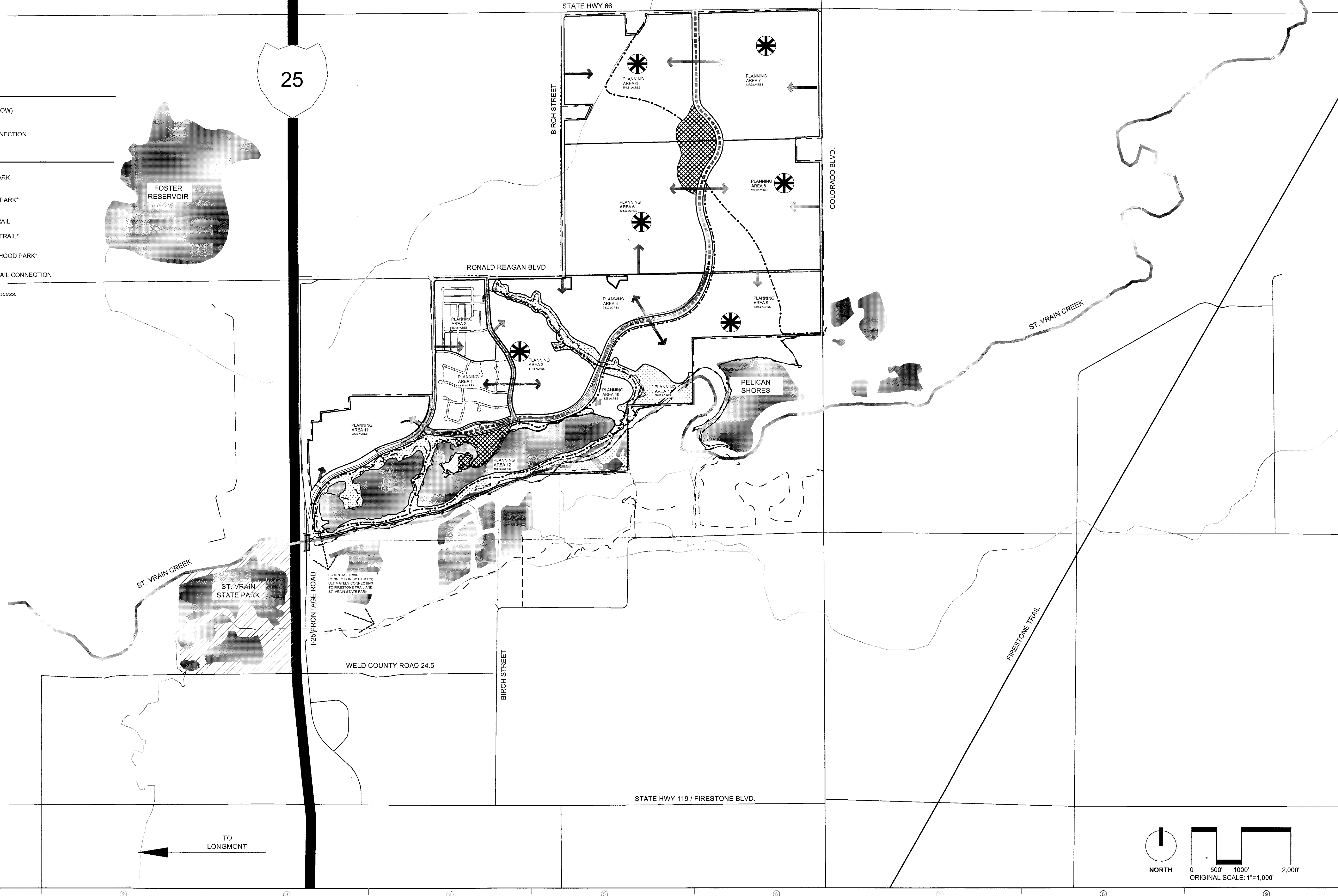
- EXISTING REGIONAL PARK
- PROPOSED REGIONAL PARK*
- EXISTING REGIONAL TRAIL
- PROPOSED REGIONAL TRAIL*
- PROPOSED NEIGHBORHOOD PARK*
- POTENTIAL FUTURE TRAIL CONNECTION BY OTHERS

*Exact location TBD during PDP/FDP process.

4149335 Pages: 5 of 8
10/12/2015 04:05 PM R Fee: \$61.00
Carl J. Kottner, Clerk and Recorder, Weld County, CO

Outline Development Plan Barefoot Lakes

Town of Firestone
Weld County
State of Colorado
Sheet 5 of 8



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BAREFOOT LAKES OUTLINE DEVELOPMENT PLAN WELD COUNTY, COLORADO

TRANSPORTATION, PARKS AND TRAILS SUB-AREA PLAN

SHEET NUMBER

ODP-5

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

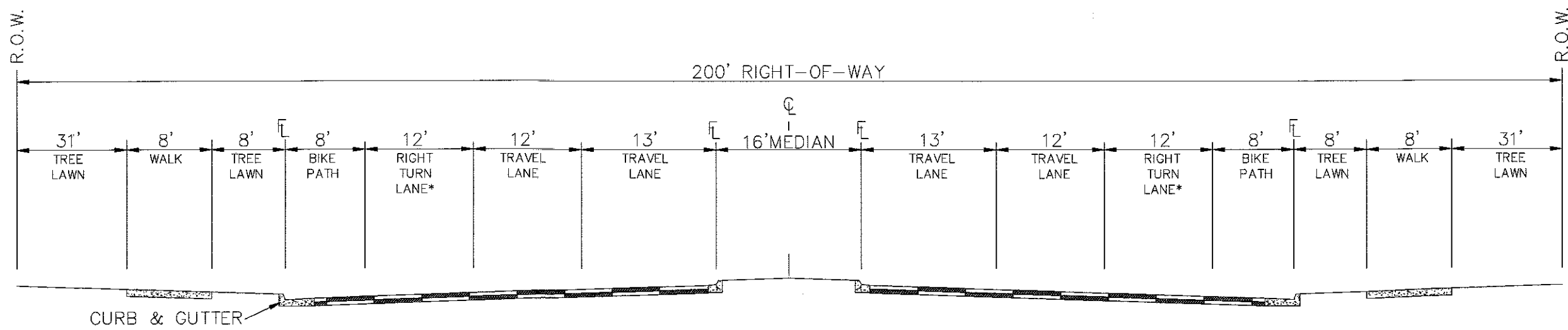
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BAREFOOT LAKES
Sheet:
TRANSPORTATION, PARK AND TRAILS
SUB-AREA PLAN
Name of Application: Barefoot Lakes
Type of Submittal: OUTLINE DEVELOPMENT PLAN
Filing Number:
Phase Number:
Preparation Date: 04.08.2015
Revision #1: 05.06.2015
Revision #2: 05.14.2015
Revision #3: 06.26.2015
Revision #4: 08.17.2015
Sheet 5 of 8

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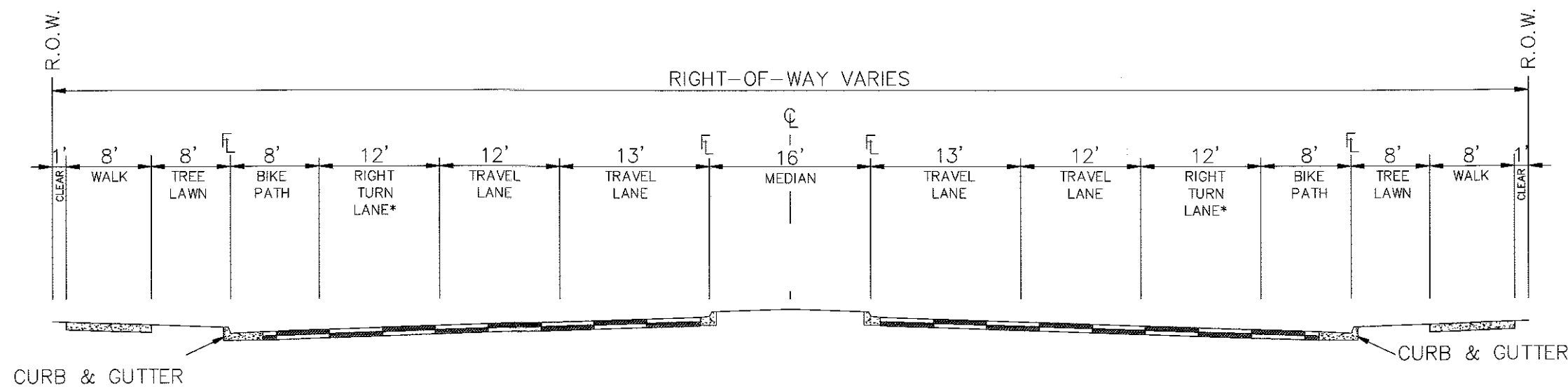
4149335 Pages: 6 of 8
10/12/2015 04:05 PM R Fee: \$81.00
Early Release, Clerk and Recorder, Weld County, CO

Outline Development Plan Barefoot Lakes

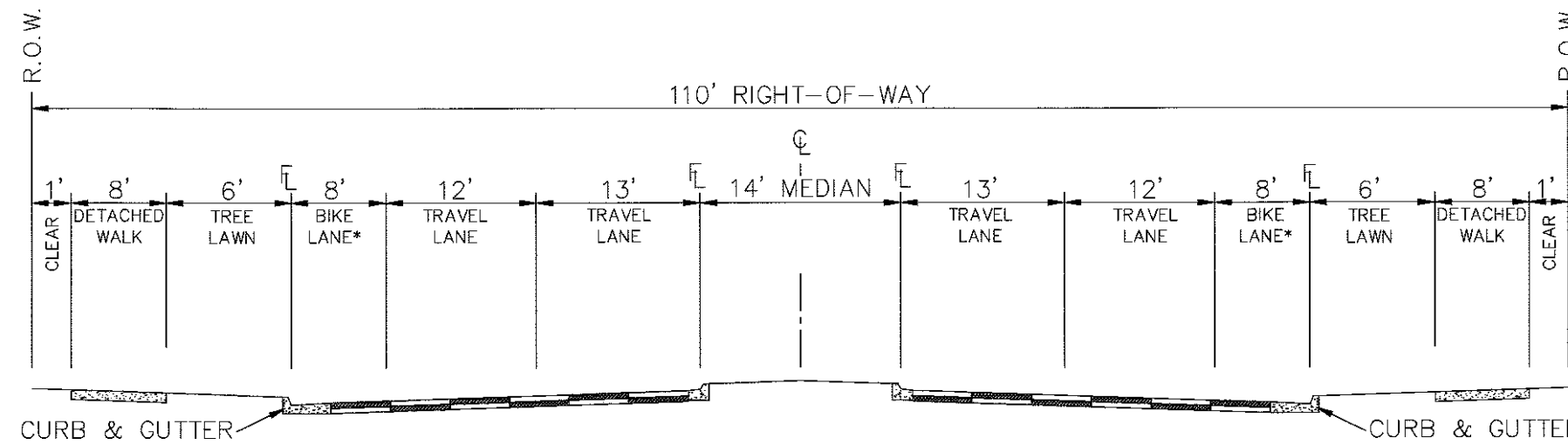
Town of Firestone
Weld County
State of Colorado
Sheet 6 of 8



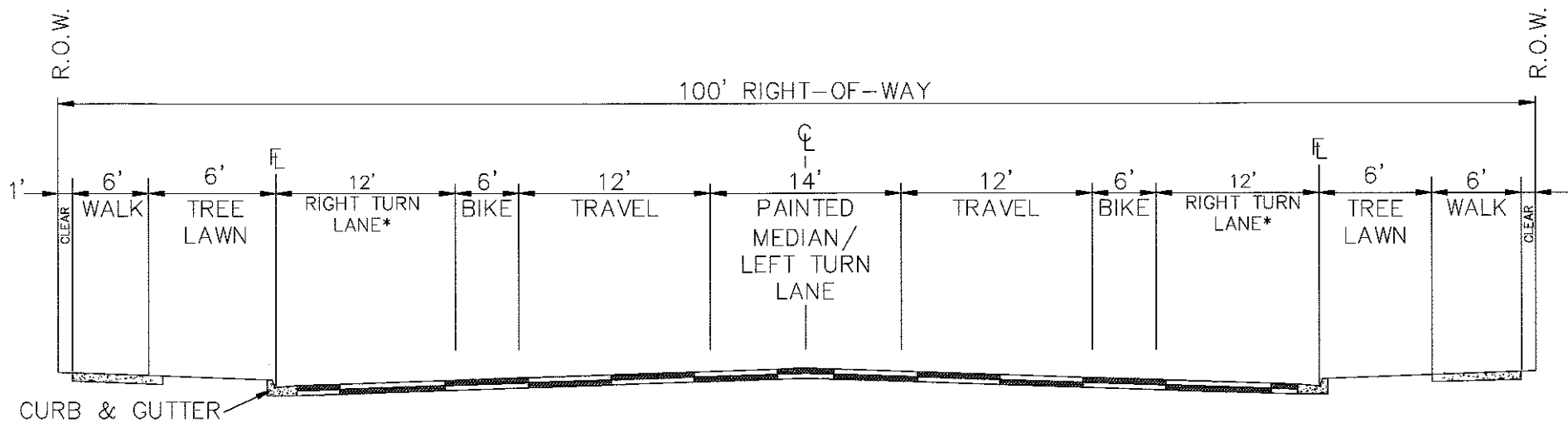
MAJOR ARTERIAL S.H. 66
*TURN LANE PROVIDED WHEN REQUIRED
N.T.S.



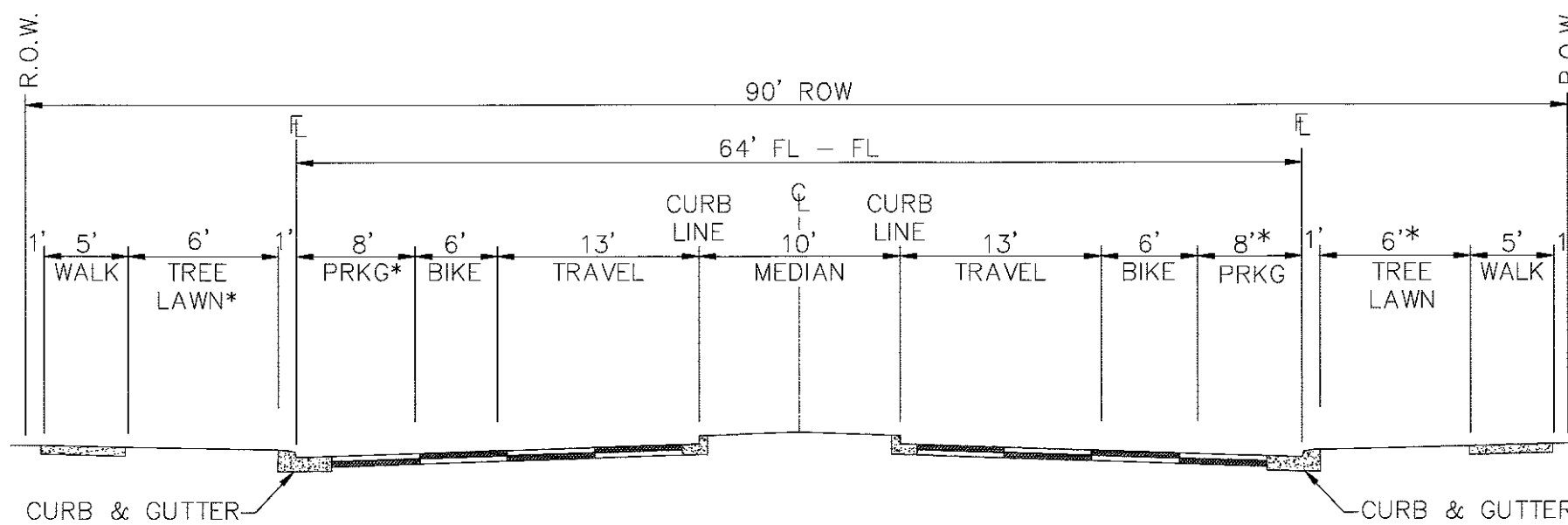
**WCR 9 1/2
MAJOR ARTERIAL - MODIFIED
(WITH BIKE LANES)**
*TURN LANE PROVIDED WHEN REQUIRED



**COLORADO BLVD. & RONALD REGAN BLVD.
MINOR ARTERIAL
(WITH BIKE LANES)**
*TREE LAWN AREA MAY SERVE AS TURN LANE(S) WHEN REQUIRED
N.T.S.



**COLLECTOR - MODIFIED
(WITH BIKE LANES)**
*TURN LANE PROVIDED WHEN REQUIRED
N.T.S.



**COLLECTOR - MODIFIED
(WITH ON STREET PARKING)**
*PARKING AND TREE LAWN AREA MAY SERVE AS TURN LANE(S) AT ARTERIAL INTERSECTIONS

FOR REFERENCE ONLY-THE FOLLOWING SECTIONS MAY BE UTILIZED IN ADDITION
TO THE TOWN OF FIRESTONE STANDARD ROAD SECTIONS

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BAREFOOT LAKES OUTLINE DEVELOPMENT PLAN WELD COUNTY, COLORADO

REFERENCE STREET SECTIONS

SHEET NUMBER

ODP-6

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:
BAREFOOT LAKES

Sheet:
REFERENCE STREET SECTIONS

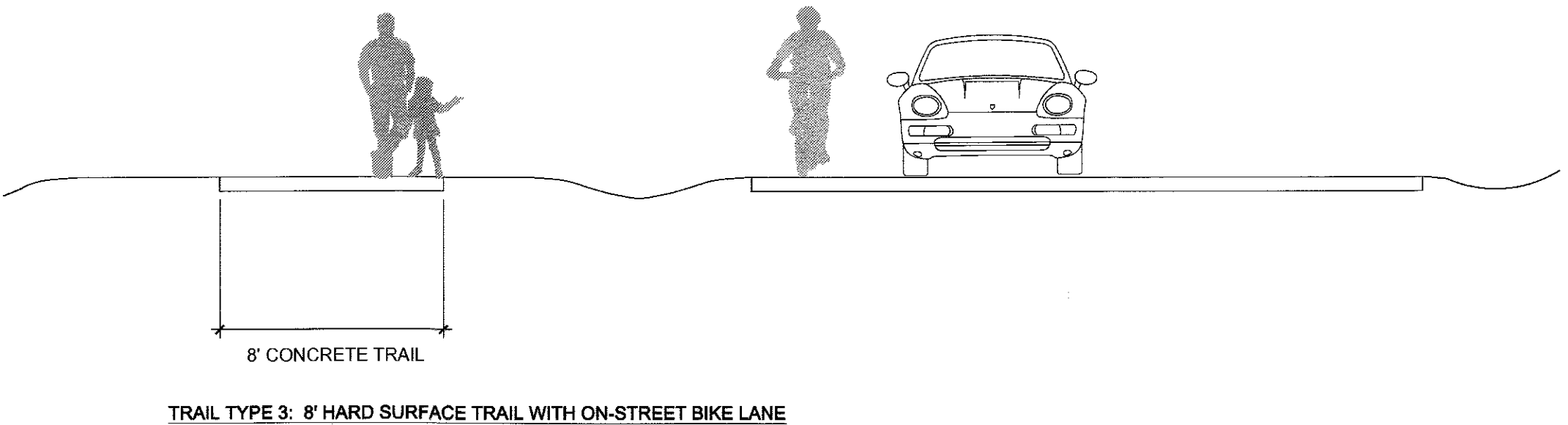
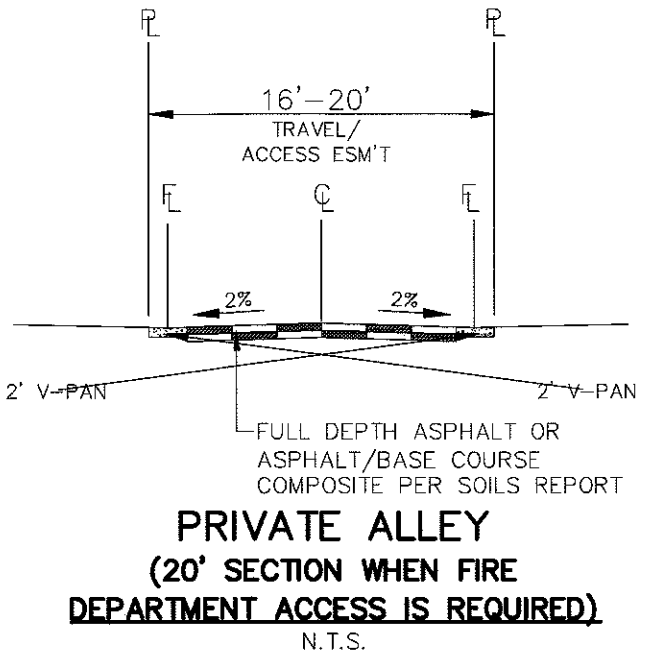
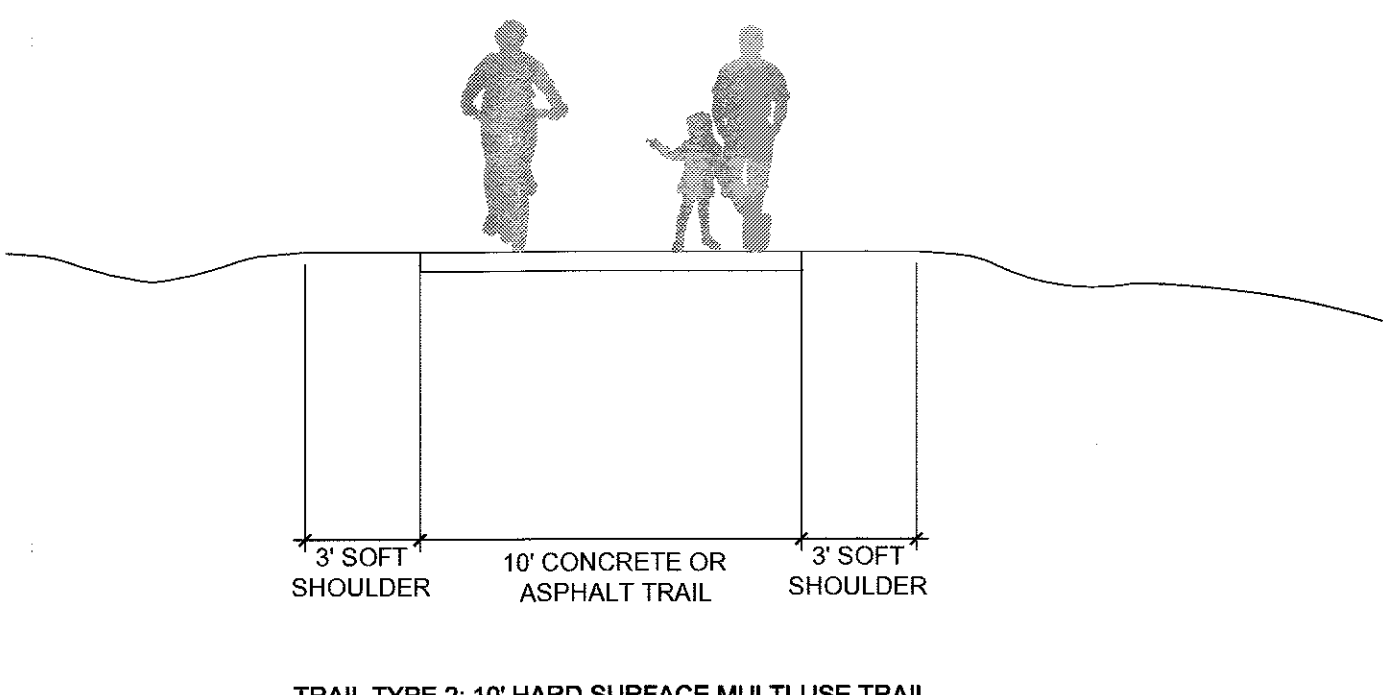
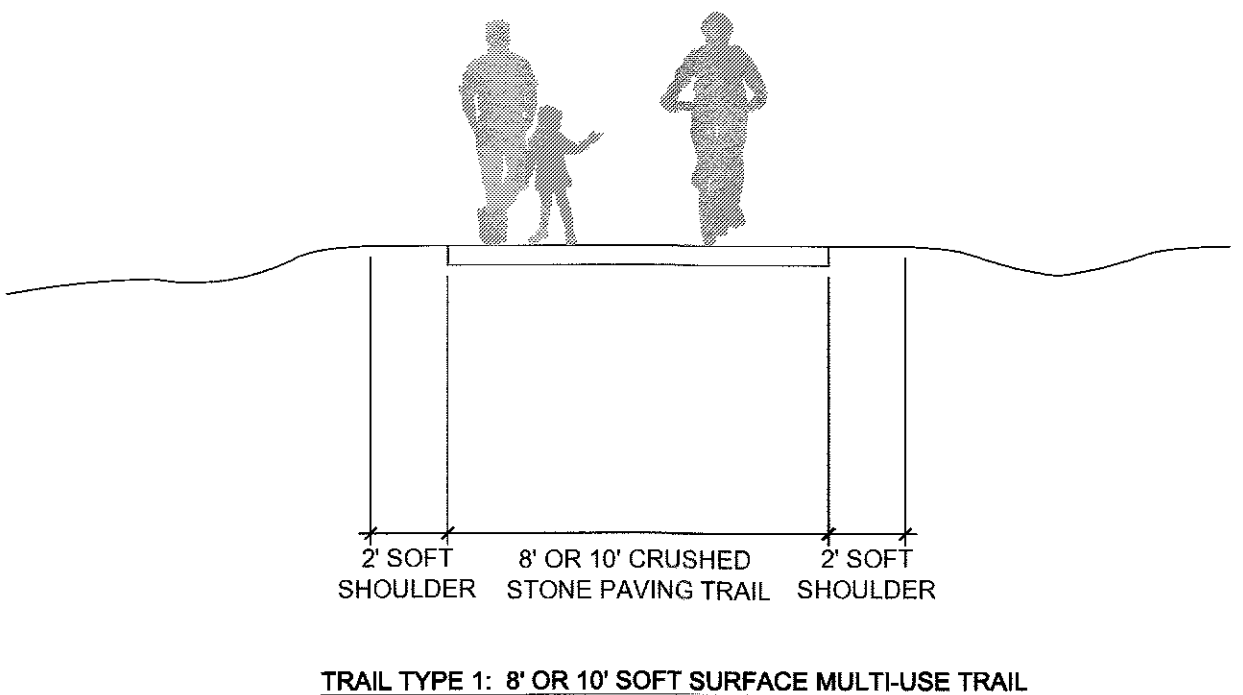
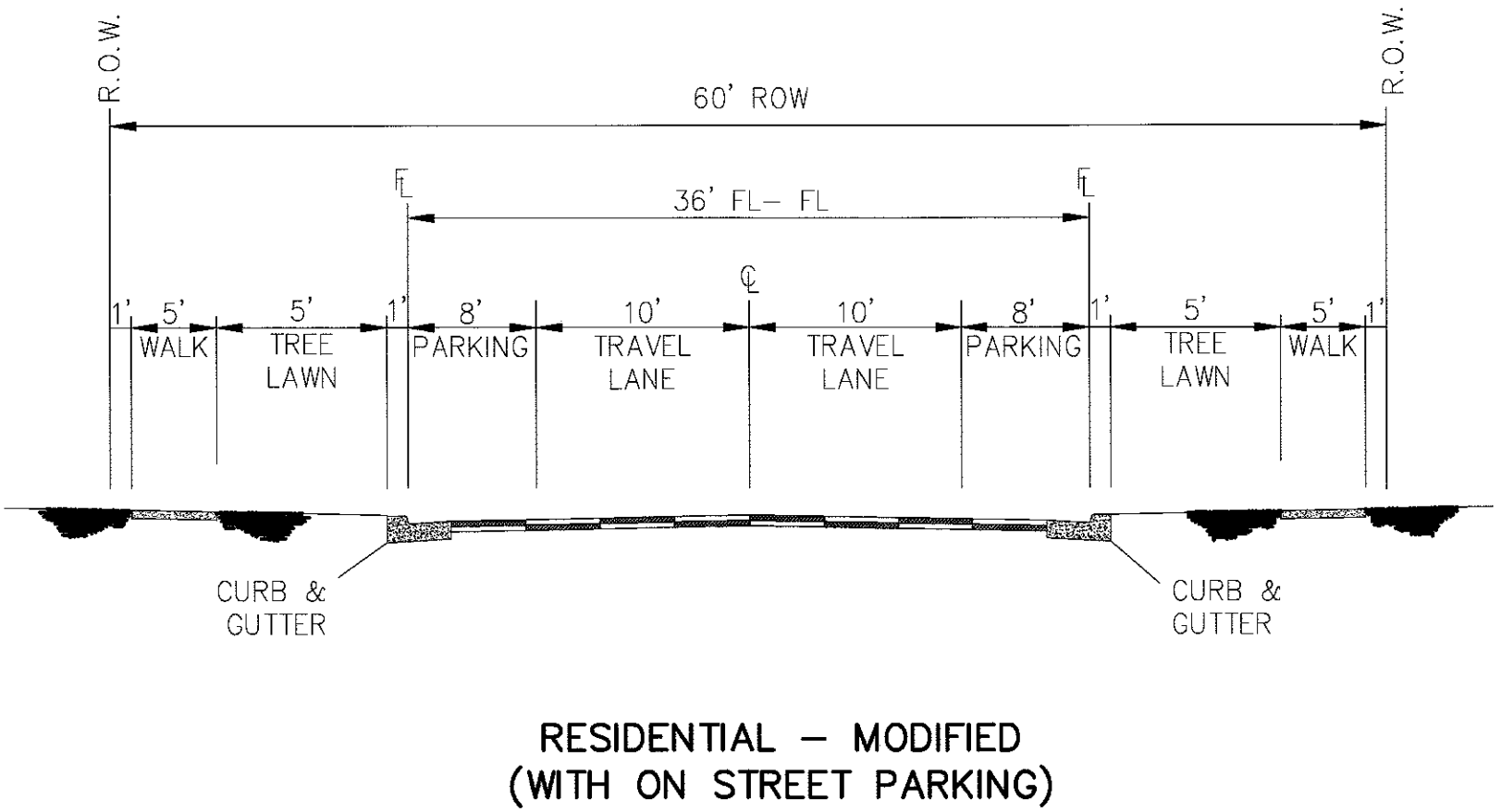
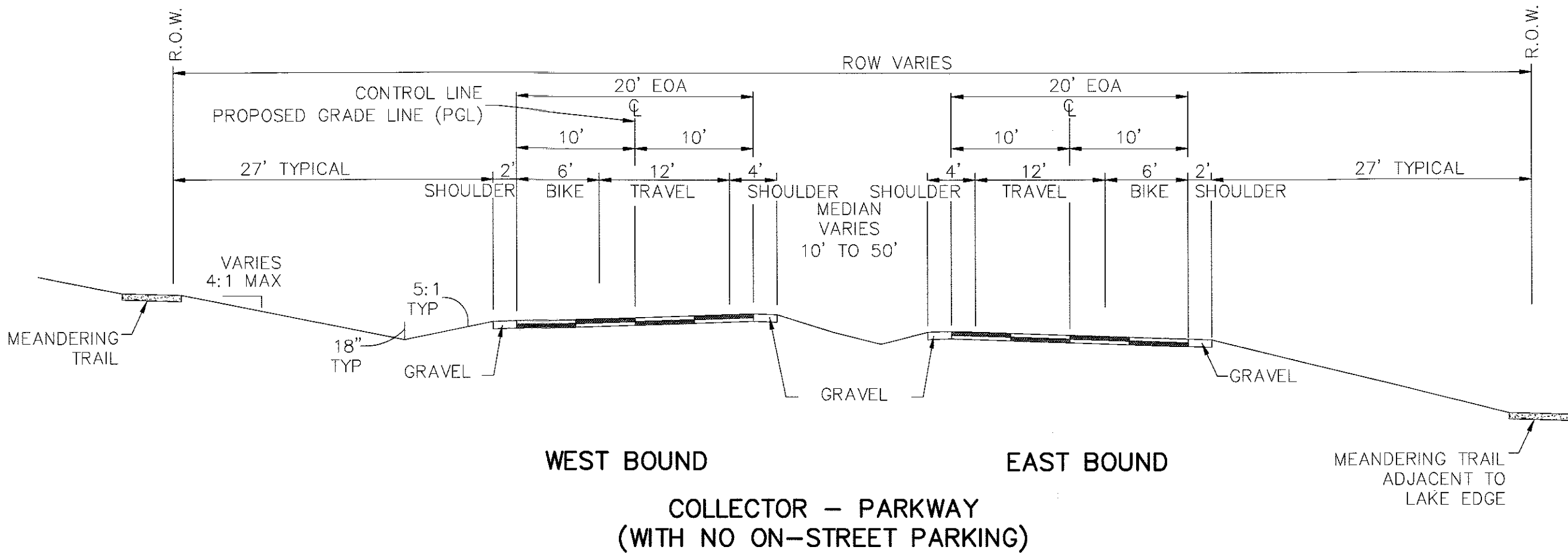
Name of Application: Barefoot Lakes
Type of Submittal: OUTLINE DEVELOPMENT PLAN
Filing Number:
Phase Number:
Preparation Date: 04.08.2015
Revision #1: 05.06.2015
Revision #2: 05.14.2015
Revision #3: 06.26.2015
Revision #4: 08.17.2015
Sheet 6 of 8

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Outline Development Plan
Barefoot Lakes

Town of Firestone
Weld County
State of Colorado
Sheet 7 of 8

4149335 Pages: 7 of 8
10/12/2015 04:05 PM R Fee: \$81.00
Cathy Kozzup, Clerk and Recorder, Weld County, CO



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BAREFOOT LAKES
OUTLINE DEVELOPMENT PLAN
WELD COUNTY, COLORADO

**REFERENCE
STREET
SECTIONS**

SHEET NUMBER
ODP-7

PROJECT NUMBER: 5312

FIRESTONE INFORMATION BLOCK

Development:
BAREFOOT LAKES
Sheet:
REFERENCE STREET SECTIONS

Name of Application: Barefoot Lakes
Type of Submittal: OUTLINE DEVELOPMENT PLAN
Filing Number:
Phase Number:
Preparation Date: 04.08.2015
Revision #1: 05.06.2015
Revision #2: 05.14.2015
Revision #3: 06.26.2015
Revision #4: 08.17.2015
Sheet 7 of 8

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The map illustrates the development of Barefoot Lakes, divided into four phases. Phase I is the largest, located in the southwest, and includes Planning Areas 1 through 13. Phase II is located to the east of Phase I. Phase III is located to the north of Phase II. Phase IV is located to the northeast of Phase III. The map shows the layout of roads, including Birch Street, Colorado Blvd., and County Road 112. It also shows the location of Barefoot Lakes and St. Vrain Creek. The map includes a north arrow and a scale bar (1"=500').

| Phase | Planning Area | Acreage |
|-----------|------------------|---------|
| Phase I | Planning Area 1 | 48.35 |
| | Planning Area 2 | 38.12 |
| | Planning Area 3 | 67.15 |
| | Planning Area 4 | 78.02 |
| | Planning Area 5 | 170.37 |
| | Planning Area 6 | 170.37 |
| | Planning Area 7 | 170.37 |
| | Planning Area 8 | 128.62 |
| | Planning Area 9 | 109.55 |
| | Planning Area 10 | 13.95 |
| | Planning Area 11 | 59.38 |
| | Planning Area 12 | 184.26 |
| | Planning Area 13 | 38.89 |
| Phase II | | |
| Phase III | | |
| Phase IV | | |

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-24-03

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF AN APPLICATION TO AMEND THE BAREFOOT LAKES
OUTLINE DEVELOPMENT PLAN**

WHEREAS, Barefoot LLC, (the “Applicant”), as the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted an application to amend the existing Barefoot Lakes Outline Development Plan (the “Original ODP”) as it relates to the areas of the Original ODP north of Ronald Reagan Blvd, including renaming the document to the Barefoot PUD (the “Application”); and

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

WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application.

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

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed Barefoot PUD, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

1. All remaining technical corrections to the Barefoot PUD requested by Town staff shall be made to the Town staff’s satisfaction.

PASSED AND ADOPTED this 6th day of June, 2024.


Chairperson

ATTEST:


Secretary

EXHIBIT A
BAREFOOT PUD

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Discussion/Action

Meeting Date: June 12, 2024

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-60: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SITE SERVICES DRILLING LLC REGARDING THE SOUTH PLATTE RECHARGE STATION NO. 1 PHASE 1 EXPLORATION DRILLING SERVICES

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving a construction services contract with Site Services Drilling, LLC for an amount not to exceed \$20,515.00 and authorize the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement with Site Services Drilling, LLC, involves conducting a subsurface exploration of the Ruge Property site to help assess the feasibility of a groundwater recharge site there.

Firestone purchased the Ruge Property to acquire Coal Ridge Ditch water rights and to assess the use of the property as a groundwater recharge site for water rights the Town owns that have a return flow obligation to the South Platte River. In April, the Town entered into a design services agreement with McGrane Water Engineering for an initial examination and exploration of the property. As part of their services, McGrane has prepared a subsurface exploration plan and has prepared bidding documents for drilling services (the drilling plan is included in the packet). Four drilling contractors were invited to bid on the work, three bids were received (the bid tabulation is included in the packet). The lowest responsive and responsible bidder was Site Services Drilling, LLC. McGrane has worked with Site Services in the past and has recommended the Town accept their bid. Their bid is within the budget McGrane established for the work (\$28,000) and they are imminently qualified to do the work. They are also available to start the work in June, accelerating our evaluation of the property.

FINANCIAL CONSIDERATIONS

The contract is a time and expenses contract with an amount not to exceed \$20,515.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On April 24, 2024, the Board of Trustees approved Resolution 24-41, approving a design services agreement with McGrane Water Engineering for an initial phase of site investigation for the purpose of developing a groundwater recharge facility.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Organizational Objectives

ATTACHMENTS

1. Res 24-60 Site Services Drilling LLC Exploratory Drilling
2. 1 Drilling Plan
3. 2 Bid Tab
4. 4 W2024-9560.01 Phase 1 Drilling (Site Services signed)

RESOLUTION NO. 24-60

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SITE
SERVICES DRILLING LLC REGARDING THE SOUTH PLATTE
RECHARGE STATION NO. 1 PHASE 1 EXPLORATION DRILLING
SERVICES**

WHEREAS, the Town of Firestone (“Town”) purchased the Ruge Property to acquire Coal Ridge Ditch Shares and to assess the use of the property as a groundwater recharge site for Town owned water rights that have a return flow obligation to the South Platte River; and

WHEREAS, in April of this year the Town entered into a Design Services Agreement with McCrane Water Engineering LLC (“McGrane”) to examine the potential of the Town constructing a ground water recharge facility on the Ruge property; and

WHEREAS, as part of its services McGrane prepared a subsurface exploration plan and bid documents for drilling services; and

WHEREAS, the Town requested bids for such services and upon review of the three bids it received staff selected Site Services Drilling LLC as the lowest responsive and responsible bidder; and

WHEREAS, staff recommends that the Board of Trustees approve the Construction Contract with Site Services Drilling LLC; and

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

The Construction Contract between the Town of Firestone and Site Drilling Services Inc for the South Platte Recharge Station Phase 1 Exploration Drilling 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 Contract on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

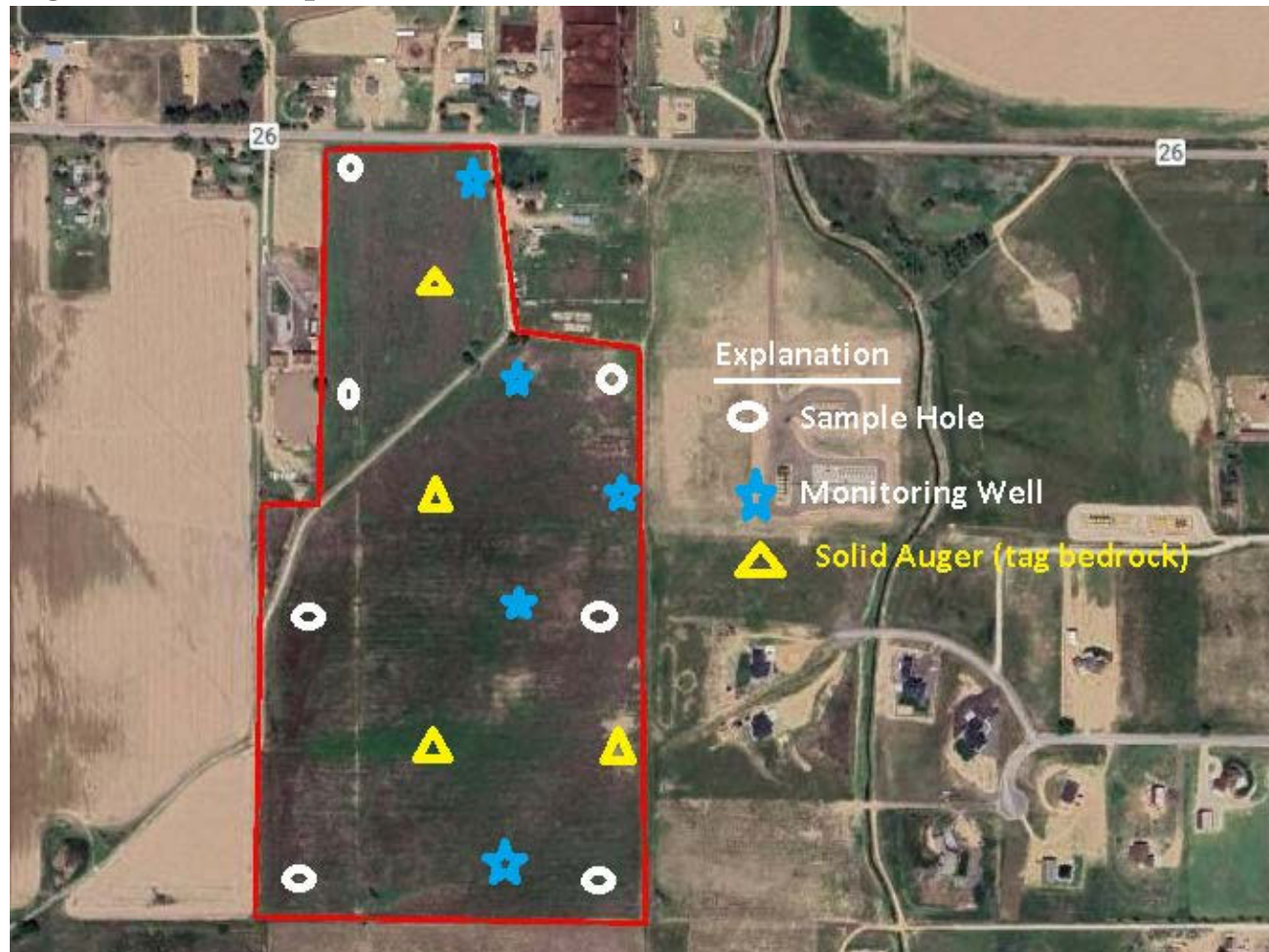
ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Figure 2 – Site Map.



| Ruge Recharge Project Test Drilling Bid Sheet | | | | Environmental Works | | Site Services | | | | Terracon | | | |
|---|--|-----|--------------|---------------------|---------------|---------------------------------------|----------|----------|--------------------------------|---------------------------------------|---------|----------|----------|
| Description | | Qty | Unit | Unit \$ | Total \$ | | | Unit \$ | Total \$ | | | Unit \$ | Total \$ |
| 1 | Mob/Demob | 1 | LS | \$1,500 | \$1,500 | | | \$2,100 | \$2,100 | 1 | LS | \$2,350 | \$2,350 |
| 2 | Drilling and Continuous Sampling Test holes | 355 | ft | \$40 | \$14,200 | | | | | | | | |
| 3 | Hourly Hollow stem drilling | 8 | hrs | \$350 | \$2,800 | | | | | | | | |
| 4 | Complete Five Test Holes as Monitoring Wells. Completions include (on average) 10 ft of factory slotted pipe; 15 ft of 8-12 gravel pack; and 7 feet of bentonite chips | 125 | ft | \$28 | \$3,500 | | | | | | | \$18 | \$2,250 |
| 5 | Protective Surface Casing and Concrete Pads | 5 | ea | \$450 | \$2,250 | | | \$325 | \$1,625 | | | \$175 | \$875 |
| 6 | Swab and Bail | 3 | hrs | \$300 | \$900 | | | \$0 | \$0 | 1 | days | \$250 | \$250 |
| Total Cost \$ | | | | | \$25,150 | Sum of Alternative Bid Below \$20,515 | | | | Sum of Alternative Bid Below \$23,700 | | | |
| Alternate Bids | | | | | | | | | | | | | |
| Description | | | | | Site Services | | | | Terracon | | | | |
| | | | | | Qty | Unit | Total \$ | Total \$ | Qty | Unit | Unit \$ | Total \$ | |
| 1 | Drilling and Continuous Sampling Test holes | | | | 51 | hrs | \$210 | \$10,710 | 44 | hrs | \$375 | \$16,500 | |
| 2 | Well Materials | | | | 5 | ea | \$600 | \$3,000 | | | | | |
| 3 | Piezometer Materials (chips) | | | | 20 | ea | \$20 | \$400 | | | | | |
| 4 | Service Rig | | | | 5 | days | \$185 | \$925 | 5 | per day | \$275 | \$1,375 | |
| 5 | Steam cleaner | | | | 5 | days | \$185 | \$925 | | | | | |
| 6 | Continuous | | | | 4 | days | \$195 | \$780 | | | | | |
| 7 | Locates | | | | 1 | ea | \$50 | \$50 | 1 | ea | \$100 | \$100 | |
| | Hourly Rate | | \$300 | /hr | | | \$210 | /hr | | | \$375 | /hr | |
| Mobilization Date: | | | 6/17 or 6/24 | | 6/24 or 6/28 | | | | 6/3 if contracting is possible | | | | |

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "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" or the "Owner"), and **Site Services Drilling, LLC**, an independent contractor with a principal place of business at 15065 West 44th Avenue, Golden, Colorado 80403 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **South Platte Recharge Station No. 1 Phase 1 Exploration Drilling Contract (W2024-9560.01)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the certificate of insurance required by the Contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: McGrane Water Engineering, LLC, who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities, and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an hourly rate plus expenses contract amount not to exceed **\$20,515.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work monthly. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

-
- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

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

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

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

X. INDEMNIFICATION

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

XI. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:
1. Exhibit A: Scope of Work
 2. Exhibit B: Bid

B. Notice to Proceed.

C. The following may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: Contractors Insurance Certificate, all written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

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

XII. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, 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 applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

-
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.
- K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract 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

SITE SERVICES DRILLING, LLC

By:

Joshua E. Eckhoff

JOSHUA E. ECKHOFF

VICE PRESIDENT 6/5/2024

STATE OF COLORADO)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5th day of JUNE, 2024 by JOSHUA EDWARD ECKHOFF as VICE PRESIDENT of SITE SERVICES DRILLING, LLC.

My commission expires:

(SEAL)

Manavjot K Sooch

Notary Public

MANAVJOT K. SOOCH

Notary Public

State of Colorado

Notary ID: 20064023492

My Commission Expires Aug. 30, 2026

EXHIBIT A: SCOPE OF WORK

(see attached 5 pages)

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com



May 17, 2024

Mr. Josh Eckhoff
Site Services Drilling, LLC
15065 W. 44th Ave.
Golden, CO 80403

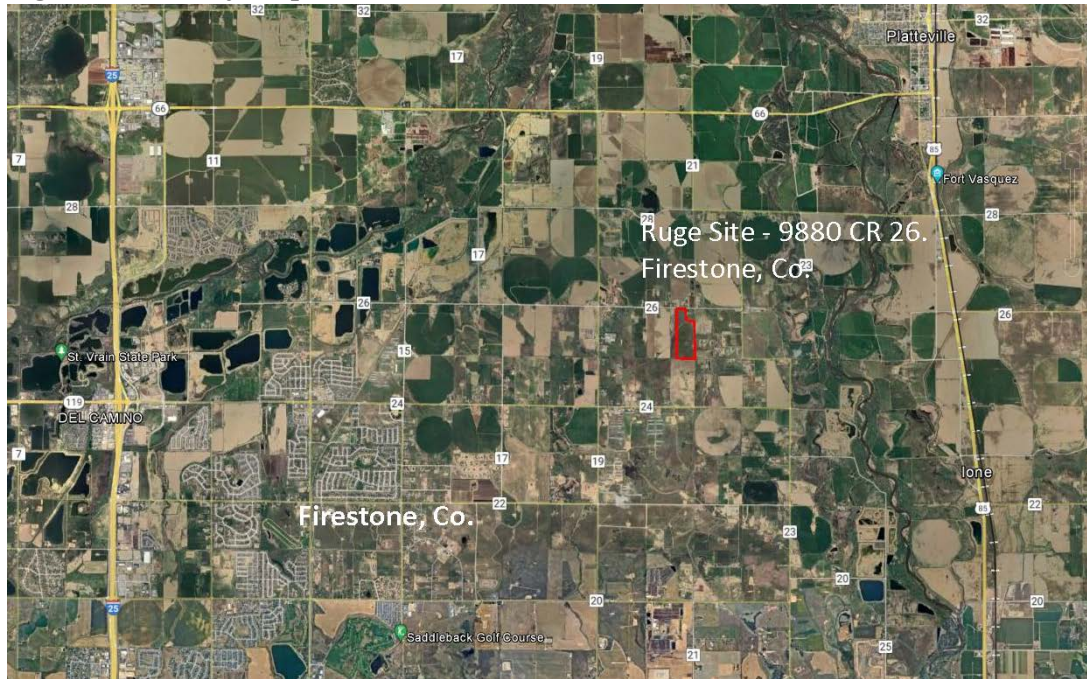
via e-mail: bids@ssdrilling.net

RE: Town of Firestone – Ruge Recharge Project, Firestone, Colorado

Josh,

The Town of Firestone requests costs for test-hole drilling and monitoring-well installation at the planned Ruge Managed Aquifer Recharge (MAR) site located east of Firestone, Colorado, in the northeast quarter of Section 3, Township 2N, Range 67W (**Figure 1**). McGrane Water Engineering, LLC, and Miller Groundwater Engineering, LLC, are the project groundwater engineers.

Figure 1 – Vicinity Map.

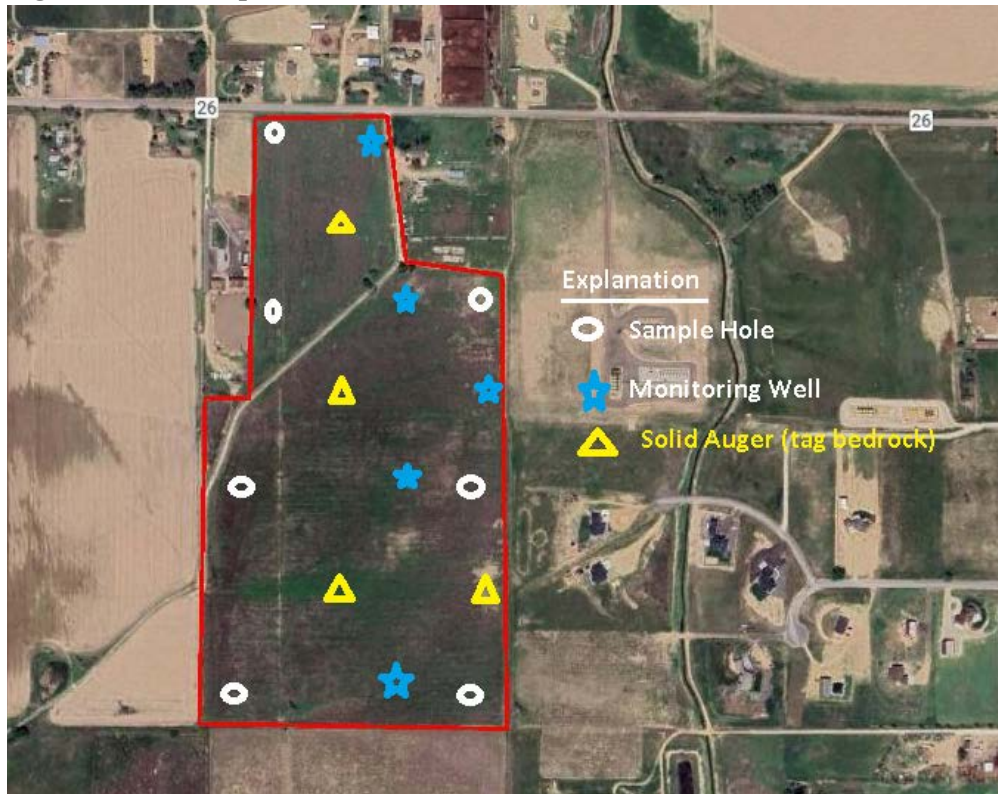


This letter contains the minimum performance expectations for the project which consists of drilling approximately 8 sampled boreholes using the CME sampler—two ~40 feet deep and six ~25 feet deep (~230 ft total)—plus ~5 shallow monitoring wells approximately 25 feet deep (125 feet total). We also want to schedule approximately 1-day of drilling using 4-in solid stem augers to drill at multiple locations to “tag” bedrock. We would like the work to be completed in June 2024. **Please complete the bid form below and email it to Dennis McGrane at dennis@mcgranewater.com by Wednesday, May 22,**

2024, at 2:00 pm. A site visit can be arranged prior to your bid by emailing Dennis McGrane at dennis@mcgranewater.com.

Figure 2 shows the approximate location of the five monitoring wells (blue stars), 6 sample holes (white donuts), and solid-stem auger holes to tag bedrock (yellow triangles). Drill rig access is from CR 26. The site is relatively flat and all drill sites are accessible by a truck mounted rig.

Figure 2 – Site Map.



We will provide lat/long locations prior to drilling for the Contractor to call in locates.

DRILL PLAN REQUEST FOR PROPOSAL

We request that the Contractor:

- 1) Request locates from the Utility Notification Center of Colorado (Call 811) based on staked holes at locations shown above with coordinates provided after the contract award.
- 2) Drill and continuously sample at approximately 8 sample holes and 5 monitoring well sites using a hollow stem auger and 5-ft long CME sampler (or continuously sample using a sonic rig). Drill the northwest and southeast boreholes first to approximately 40 ft and the remainder to ~25 feet. (~355 ft total).

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

- 3) Complete as monitoring wells using approximately 17 feet of 2-inch diameter Sch. 40 PVC monitoring wells (2-ft stick-up) with 10 ft of factory cut perforations (0.10-in slot), averaging a total of 25 feet deep.
- 4) Swab and bail each monitoring well with a rubber swabbing tool and reusable bailer for 30 minutes to develop and remove sediment from the well bottom.
- 5) Install protective surface casings around the well with locking well caps and lockable covers.

Equipment decontamination between boreholes and hauling cuttings offsite is not required. Cuttings will be disposed of downhole and holes will be filled with nearby native topsoil.

Drilling Methods

Acceptable drilling methods include: 1) hollow stem augers or 2) sonic. Direct push drilling will not be accepted as samples will be collected and sent to the laboratory for sieve analysis.

Monitoring Well Completion

The monitoring wells will be completed by a licensed contractor according to State of Colorado, Division of Water Resources, Well Construction Rules (2 CCR 402-2) <http://water.state.co.us/groundwater/BOE>.

All monitoring well materials shall be new. For bidding purposes, monitoring wells will consist of approximately 27 feet (with 2 ft of stick-up) of 2-in diameter flush joint, Sch. 40 PVC with 10 feet of factory slotted perforated (0.10 slot) pipe with end cap and no sump. After drilling, the screen and casing will be exposed using the pull-back method while pouring commercial 10-20 gravel pack from the surface until it is approximately 5 feet above the well screen (assume depth of 10 feet). Approximately 7 feet of bentonite chips will be poured on top of the gravel pack to within 3 feet of the surface and hydrated with water provided by the Contractor. The PVC well casing will extend approximately 2 feet above ground and have a locking cap. A protective minimum 4-in diameter steel surface casing will be cemented in place using neat cement from approximately 3 feet below ground to ground surface. The protective steel casing shall have a hinged, locking cover. A 2-ft square concrete pad (min. 4-inches thick) shall be installed as a sanitary seal to prevent future contamination (per state requirements). Alternative completion methods are welcome if approved by the Engineer.

Permitting

The Project Engineer will be responsible for obtaining test hole permits from the Colorado Division of Water Resources. The Project Engineer will be responsible for submitting the well drilling and completion report for each sample hole and monitoring well to the Colorado Division of Water Resources.

AGREEMENT

The Contractor will provide their standard drilling contract with their bid. The Owner (Town of Firestone) may negotiate specific terms with the Contractor. However, the following terms and conditions below will be considered part of the agreement.

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

Locates

The Drilling Contractor must notify the Utility Notification Center of Colorado and clear the locations from all below ground utilities. The Contractor is responsible for any damage to buried utilities, equipment, or unforeseen damages (flooding from broken pipes, explosions, etc.) resulting from such damage. We recommend that the Contractor request locates for the entire property because the borehole and well locations may change up to 100 feet apiece.

Work Schedule

Regular work hours are M-F 7 am to 5 pm unless otherwise approved by the Town and the Engineer. We anticipate the project will take approximately 5 days to complete.

Payment

All work will occur at the unit rates provided in the bid sheet or based on the proposal provided. Mobilization includes all project planning, equipment rentals, travel, fuel, water hauling, drilling expenses, profit, per diem, and activities that do not have specified bid items. Payment will be made by the Town of Firestone.

Standby time can be charged if there is excessive time waiting on the Engineer as long as that time is longer than how long the Engineer has been waiting on the Contractor. Waiting for equipment, personnel, setting up and warming up equipment, and adverse site conditions or weather are not considered standby. Therefore, any chargeable standby time will be negotiated after the job is complete.

Change in Drilling Conditions

The alluvium may contain cobbles or unknown buried materials that are difficult to penetrate or do not allow representative sampling. If progress cannot be made or samples are unsatisfactory, the Engineer or Contractor may decide to offset and redrill at the hourly rig rate provided on the bid form.

Lost or Damaged Drilling Equipment

Firestone will not be responsible for normal wear and tear on downhole items such as auger flights, drill bits, or lost or damaged drilling equipment.

Bid Date and Contracting Schedule

Please complete and execute the cost proposal below and email it to Dennis McGrane (dennis@mcgranewater.com) by Wednesday, **May 22, 2024 at 2:00 pm**. The bid opening will not be public but bid results will be provided within 24 hours of the bid opening. We anticipate awarding the contract at the next Town board meeting on June 12th, but request that you will hold a time for us on your schedule per the bid date. Please provide your anticipated mobilization after June 12th on the bid sheet. If you have any questions, please give us a call.

Sincerely,

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

MCGRANE WATER ENGINEERING, LLC.


Dennis McGrane, P.E., C.P.G.

Principal Engineer/Hydrogeologist

BID FORM

| Firestone Ruge Recharge Site - Drilling Bid Sheet | | | | | | |
|---|---|----------|----------|------------|------|----------|
| Description | | Quantity | Unit | Unit Price | | Total \$ |
| 1 | Mob/Demob (includes setup, tear down, site clean-up) | 1 | Lump Sum | | | \$ |
| 2 | Drilling and Continuous Sample at ~8 site sample holes (230 ft) and five monitoring wells totaling 125 ft. | 355 | ft | \$ | /ft | \$ |
| 3 | Hourly drilling with a min. 4-in solid stem auger at an hourly rate including mobilization between holes | 8 | hrs | \$ | /hr | \$ |
| 3 | Complete 5 sample holes as monitoring wells. Completions on average will be 25 ft deep and include: 17' of Sch. 40 flush joint PVC (including 2' stick-up), 10 ft of factory slotted pipe w/ end cap; 15 ft of 10-20 gravel pack; 7 feet of bentonite chips; and 3 ft of neat cement. | 125 | ft | \$ | /ft | \$ |
| 4 | Protective Surface Casing with 2'x2' Concrete Pads | 5 | | \$ | each | \$ |
| 5 | Swab and Bail each monitoring well for 30 minutes | 3 | hrs | \$ | /hr | \$ |
| Total Cost \$ | | | | | | \$ |
| Opt. A | Rig Hourly Rate | | | \$ | /hr | \$ |
| Opt. B | StandbyRate | | | \$ | /hr | \$ |

CONTRACTOR BID AND ACKNOWLEDGEMENT

The Contractor acknowledges the above terms and conditions and is submitting the bid above in good faith based on the unit rates provided.

Contractor: _____ Date: _____

Contractor Signature _____ Anticipated Mobilization Date: _____

Contractor Name (Printed) _____ Title: _____

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

EXHIBIT B: BID

(see attached 1 page)

SITE SERVICES DRILLING, LLC

15065 W. 44th Ave., Unit D

Golden, CO 80403

Ph: 720-625-8081 Fax: 720-625-8083

E-mail: bids@ssdrilling.net

DRILLING ESTIMATE:

Date: 5/21/24 Company: McGrane Water

Client: Dennis McGrane Phone: _____

Cell: 303-917-1247

Email: dennis@mcgranewater.com

Fax: _____

Location: Firestone - 9880 CR 26

SCOPE OF WORK:

BEDROCK CONFIRMATION - 8 hrs. on-site

| | | | |
|-------------------------------|---|---------------------------|---|
| 4" solid stem # of Borings: | <u>4</u> | Depth: <u>?</u> | Backfill: <u>cuttings + 1 bent.</u> |
| 8" HSA - # of Borings: | <u>2</u> | Depth: <u>40'</u> | Backfill: <u>" + 2 bent.</u> |
| 8" HSA - # of Borings: | <u>5</u> | Depth: <u>25'</u> | Backfill <u>" + 2 bent.</u> |
| 8" HSA - # of (2)" Wells: | <u>5</u> | Depth: <u>25'</u> | ft. Screen <u>10ft.</u> Type <u>10 slot</u> |
| Sampling Program: | 5 ft. Int, <u>✓</u> | Cont. Sampling | <u>None</u> |
| Boring/Well Backfill: | <u>✓</u> Bentonite <u>top 3' of wells</u> | Grout | <u>Cuttings</u> |
| Surface Protection: | Flush cover <u>✓</u> | Riser <u>4" x 4" x 5'</u> | |
| <u>YES</u> Pad >>> Dimensions | <u>2' x 2' x 4"</u> | Bollards | |
| Soil Management: | Drums, <u>SPREAD ✓</u> | Stockpile, <u>✓</u> | Backfill |
| Ground Surface: | Concrete, <u>✓</u> | Asphalt, <u>✓</u> | Grass, |
| | Dirt, <u>✓</u> | Gravel | |
| Steam Cleaner: | <u>✓</u> | Service Vehicle: | <u>✓</u> Development Pump: _____ |

Add'l Information: Surge / bail each well for 30 min. - 1 hr.
each w/ set up. 5 days to complete

COST ESTIMATE

| | | |
|---|---------------------------------|-----------------------|
| Mobe/Demobe: <u>2 hrs... per day... x 5 days</u> | | \$ <u>2,100.00</u> 0 |
| Rig on location: <u>51</u> | hours X \$ <u>210.00</u> / hour | \$ <u>10,710.00</u> 0 |
| WELL - Materials - per well: <u>5</u> | wells X \$ <u>600.00</u> / well | \$ <u>3,000.00</u> 0 |
| SURFACE - Materials - per well: <u>5</u> | wells X \$ <u>325.00</u> / well | \$ <u>1,625.00</u> 0 |
| Backfill: <u>~20</u> | bags X \$ <u>20.00</u> / bag | \$ <u>400.00</u> 0 |
| Service Vehicle: <u>5</u> | days X \$ <u>185.00</u> / day | \$ <u>925.00</u> 0 |
| Steam Cleaner: <u>5</u> | days X \$ <u>185.00</u> / day | \$ <u>925.00</u> 0 |
| Continuous: <u>4</u> | days X \$ <u>195.00</u> / day | \$ <u>780.00</u> 0 |
| Drums: <u>NA</u> | X \$ _____ / drum | \$ _____ 0 |
| Locates: <u>11 @ 50.00</u> | | \$ <u>50.00</u> 0 |
| Per Diem: _____ | nights X \$ _____ / night | \$ _____ 0 |
| Other: _____ | X \$ _____ | \$ _____ 0 |
| Equipment breakage/replacement @ cost plus freight. | | |

Submitted by: JOSHUA ECKHOFF Estimated Project Cost: \$ 20,515.00 0

Site Services Drilling LLC is not responsible for well permitting, intent to drill notification or utility locating. All materials include taxes, handling, and installation. Please call if you have any questions concerning this estimate.

Joshua

Thank you.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.b

Discussion/Action

Meeting Date: June 12, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 24-59: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2024 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2024.

RECOMMENDATION

Staff recommends approval of Resolution 24-59, approving the 2024 Budget Amendment.

SUMMARY

Resolution 24-59 is a resolution to amend the 2024 Budget to roll over funds for certain capital projects that are still ongoing and that have funds remaining for the project from the 2023 approved budget. The list of projects and amounts being rolled over for each project are listed in Exhibit A of the attached resolution. This resolution also appropriates additional funds for the 2024 Budget for 2 projects that were approved by the Board.

FINANCIAL CONSIDERATIONS

See Exhibit A of the attached Resolution

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the 2024 Budget on November 15th, 2023.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Uphold Fiscal Integrity

ATTACHMENTS

1. 2024 Budget Amendment Resolution

RESOLUTION NO. 24 - 59

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2024 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2024.

WHEREAS, on November 15, 2023 the Board of Trustees of the Town of Firestone (“Town”) adopted the Town’s 2024 budget (“Budget”); and

WHEREAS, as required by law the Town has published notice of and held a public hearing regarding the proposed supplemental appropriations; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town to adopt this resolution amending the Budget and appropriations for the Budget’s Capital Projects Fund, Water Fund and Stormwater Fund for the purposes as set forth in Exhibit A.

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

The supplemental appropriations for the Town of Firestone’s 2023 Budget and modifications to the Budget’s Capital Projects Fund, Conservation Trust Fund, Water Fund and Stormwater Fund balances, as more specifically set forth in Exhibit A, which is attached hereto and made a part of this resolution, are hereby adopted and approved. The Town’s Finance Director is directed to effectuate the necessary transfers to comply with the approved supplemental appropriations and the Town Clerk is directed forthwith to file a certified copy of this resolution with the Division of Local Government.

INTRODUCED, READ AND ADOPTED this 12th day of June, 2024.

TOWN OF FIRESTONE, COLORADO

By: _____

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

| DESCRIPTION | Rollover from 2023 to 2024 | 2024 New Appropriations |
|--|----------------------------|-------------------------|
| Capital Projects Fund | | |
| Public Works Admin Building | 15,000.00 | |
| WC Road 26 Bridge | 63,929.00 | |
| Mountain Shadows Park | 11,579.00 | |
| BoT Interface | 20,000.00 | |
| Weld County Road 20 Coal Ridge Ditch Crossing | 836,108.00 | |
| Neighbor's Point Traffic | 21,801.00 | |
| Central Park Feasability | - | 347,799.00 |
| Pedestrian Bridge Feasibility Study | - | 49,785.00 |
| Conservation Trust Fund | | |
| Settlers Park Improvements | 25,000.00 | |
| Water Fund | | |
| Mountain Shadows Park Irrigation Production Well | 385,697.00 | |
| SCADA Upgrade | 22,206.00 | |
| Historic Firestone Water Design | 983.00 | |
| Alluvial Well Field #2 | 254,116.00 | |
| Coal Ridge Ditch Lateral | 1,509,548.00 | |
| NISP Transfer Pipeline | 102,000.00 | |
| Flow Control/Meter | 29,384.40 | |
| Stormwater Fund | | |
| Drainage Master Plan | 91,088.00 | |
| Stormwater Fee Study | 60,000.00 | |
| Colorado Blvd Drainage Crossing Improvement | 155,000.00 | |

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.c

Discussion/Action

Meeting Date: June 12, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 24-63: RESOLUTION A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN OIL AND GAS LEASE BETWEEN THE TOWN OF FIRESTONE AND KERR-MCGEE OIL & GAS ONSHORE LP

RECOMMENDATION

SUMMARY

This agreement provides for three-year 20% production royalty payments from Kerr-McGee Oil & Gas on the Rademacher South property.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. RESO 24-63
2. 2024 3 27 OGL Firestone

RESOLUTION 24-63

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN OIL AND GAS LEASE BETWEEN THE TOWN OF FIRESTONE AND KERR-MCGEE OIL & GAS ONSHORE LP

WHEREAS, the Town of Firestone (“Town”) is the owner of certain lands consisting of approximately 0.257 acres as more specifically set forth in the attached Oil and Gas Lease and Addendum thereto (collectively, the “Lease”) between the Town, as lessor, and Kerr-McGee Oil & Gas Onshore LP (“Kerr-McGee”) as lessee; and

WHEREAS, Kerr-McGee has expressed an interest in leasing said lands from the Town for subsurface oil and gas exploration for an initial term of three (3 years) in exchange for royalty payments to the Town of 20% of the production; and

WHEREAS, the Board of Trustees finds that it is in the best interests of the Town to enter into the Lease with Kerr-McGee.

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

The Lease between the Town of Firestone and Kerr-McGee is authorized and 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 Lease on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this ____ day of _____ 202_ by and between Town of Firestone, with an address of 150 Buchanan Avenue, P.O. Box 100, Firestone, CO 80520, Lessor (whether one or more), and Kerr-McGee Oil & Gas Onshore LP, with an address of 1099 18th Street, Suite 700, Denver, Colorado 80202, Lessee.

WITNESSETH:

That Lessor, for and in consideration of Ten and no/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto Lessee, exclusively, and its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the investigating, exploring, prospecting, drilling, mining, operating for, producing and saving of oil, liquid hydrocarbons, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and substances produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas, (collectively and/or individually hereinafter referred to as “Leased Substances”) and the exclusive right of injecting gas, air, waters, brine and other fluids and substances into the subsurface strata, together with all rights of way, easements and use of the surface as is necessary or convenient for such operations and for laying pipe lines, flow lines, and other underground lines to gather, remove or otherwise transport the Leased Substances, telephone and other communication lines, building tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating, storing and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation of said land, or lands pooled therewith or adjacent thereto, together with any reversionary rights therein or rights hereafter vested in Lessor, said tract of land being situated in the County of Weld, State of Colorado, and described as follows, to-wit:

Township 2 North, Range 67 West, 6th P.M.

Section 7: Those lands previously platted as Lots 15-18 of Block 3, and Lots 6, and 38-39 of Block 6, all in vacated Harney Townsite, per Plat recorded at Reception No. 163619, situated in the N2SW, insofar as they lie within the area now platted as Outlot A of St. Vrain Ranch subdivision Filing 1

SEE THE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

together with all submerged lands, accretions, and strips adjacent or contiguous thereto and owned or claimed by Lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of this lease, be considered as containing 0.257 acres, whether there is more or less.

TO HAVE AND TO HOLD the same, subject to the provisions herein contained, for a term of Three (3) years from this date (hereafter called “Primary Term”) and as long thereafter as Leased Substances are being or may be produced from said leased premises, whether or not in paying quantities, or operations for the drilling or production thereof are continued as hereinafter provided. This is a paid-up lease and Lessee shall have no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.

In consideration of these premises, it is hereby mutually agreed as follows:

1. Royalties on the Leased Substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee’s separator facilities, the royalty shall be Twenty Percent (20%) of such production, payable to Lessor as hereinafter provided, less a proportionate part of ad valorem taxes and production severance or other excise taxes and the actual costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; and (b) for gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and all other substances covered hereby, the royalty shall be Twenty Percent (20%) of the net proceeds realized by Lessee from the sale thereof, after deducting from Lessor’s share a proportionate amount of all post-production costs, including but not limited to ad valorem taxes, gross production taxes, and severance taxes, or other excise taxes, gathering and transportation costs from the wellhead to the point of sale, as well as the actual costs of compressing, treating, dehydrating, purifying, delivering, processing or otherwise putting such gas or other substances into marketable condition, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessee on or off the leased premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise.
2. Notwithstanding any of the prior provisions of this lease to the contrary, Lessee shall have free use of the Leased Substances, water, gravel, and other materials from the leased premises, except domestic or irrigation water from Lessor’s wells and tanks, for all operations hereunder.
3. All royalty payments under this lease shall be paid or tendered to Lessor or its successors in currency, by check or by draft by deposit in the U.S. Mail addressed to Lessor at the last address known to Lessee, which shall constitute proper payment.
4. It is expressly agreed that if Lessee shall commence operations for the drilling of a well at any time while this lease is in force, this lease shall remain in force and its term shall continue for so long as such operations are prosecuted and, if production results therefrom, whether or not in paying quantities, then so long as such production may continue. If, after the expiration of the Primary Term of this lease, production on the leased premises shall permanently cease from any cause, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee resumes or commences operations for the drilling or reworking of a well within one (1) year from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations, and if production results therefrom, then as long as such production continues or the well or wells are capable of producing, whether or not in paying quantities. Lessee shall be deemed to have commenced operations by actual drilling or by any act necessary for and in preparation of actual drilling operations, including by way of example, but not limited to making application for required permits (whether required by local government or state or federal regulatory agencies), site survey and preparation, and the construction of access routes to the proposed well site (whether or not such routes are located on the leased premises). Operations shall also include all activities designed to obtain, enhance, deliver or market production from the leased premises, or lands pooled therewith, including by way of example, but not limited to reworking, deepening, plugging back, treating, stimulating, refitting, installing equipment, construction of facilities related to transporting, treating and marketing of Leased Substances, contracting for the marketing and sale of Leased Substances, and construction of water disposal facilities and removal of water.
5. If after the Primary Term, one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Leased Substances, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this lease. If for a period of 120 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of ten dollars per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 120-day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 120-day period after the end

of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

6. Where required by Lessor in writing, Lessee shall bury all pipelines below ordinary plow depth in cultivated land and shall pay for damage caused by its operations to growing crops on said land. Lessee shall be under no obligation to pay for additional damage of any kind or nature caused by Lessee's operations on the leased premises or for operations on lands pooled therewith or adjacent thereto, and Lessor hereby waives any and all claims and releases Lessee for any such additional damage. Lessee shall have the right, but shall not be obligated, at any time, either before or after expiration of this lease, to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable. Any structures and facilities placed on the leased premises by Lessee for operations hereunder and any well or wells on the leased premises drilled or used for the injection of salt water, fluids or other substances may also be used for Lessee's operation on other lands in the same area. The right to so use such facilities may be continued beyond the term of this lease by payment to Lessor of the sum of One Hundred Dollars (\$100.00) per year payable on the anniversary date of this lease first ensuing after the termination of this lease and annually thereafter on or before such anniversary date, provided however that a delay or default in such payment shall not act to terminate Lessee's continuing rights as provided hereby.

7. Lessee, at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases for the production of the Leased Substances, whether one or more, or for the injection of fluids or other substances, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, unitization or reformation, which declaration shall describe the unit. Provided, however, the absence of such recorded declaration shall not affect the continued validity of this lease or the creation of a unit by established operations and/or the payment of royalties on a unit basis. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in anywhere on a unit which includes all or part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this lease. Such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises as to one or more of the formations thereunder with other lands by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire while such plan or agreement remains in force and in effect. If the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessee shall not be required to obtain Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency.

8. The rights of either party hereunder may be assigned or conveyed in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land or the right to receive royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of Lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, Lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of said land or the right to receive royalties hereunder, or any interest therein, however accomplished, shall be binding on Lessee until thirty (30) days after Lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in Lessee's opinion to establish the ownership of the claiming party. If at any time two or more parties are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such parties either jointly or separately in proportion to the interest which each owns. At such time as any part of Lessor's interest covered by this lease is conveyed or transferred to two or more parties, Lessee may at its sole discretion and option require Lessor to appoint an agent for all purposes of this lease, including receiving payments and notices. Any payments or notices, or other obligations required by Lessee under this lease, made to such agent shall constitute payment or notice, or complete satisfaction of any other obligation, to any party taking or acquiring an interest in this lease by or through Lessor.

9. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. In the event any matter is litigated, the prevailing party shall be entitled to recover or be awarded all reasonable attorney fees, costs and expenses.

10. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalties or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, or in the event of any improper payment of such royalties or other payment to Lessor, regardless of the cause or reason for the same, Lessee shall be entitled to recover from Lessor, in full, any such improper payment. In the event any improper payment, or portion thereof, arises out of any misrepresentation or omission by Lessor, Lessor shall indemnify and hold Lessee harmless for and against any claim arising out of such improper payment, including any judgment, penalty, interest, attorney fees, expenses and costs incurred by Lessee in defending or settling any such claim. Any amounts owed by Lessee to Lessor under this provision may, in addition to other legal or equitable remedies, be recovered by Lessee by deducting the same from any royalties or other payment thereafter due to Lessor.

11. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the lands described herein, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.

12. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed, whether before or after the expiration of the Primary Term, by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

13. Lessor hereby warrants and agrees to defend the title to the land above described and agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described land in the event of default of payment by Lessor and Lessee shall be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by Lessee for Lessor may, at Lessee's option, be deducted from any amounts of money which may become due or payable to Lessor under the terms of this lease.

14. In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors and assigns, the right and **option to extend the Primary Term of this lease, as to part or all of the lands covered hereby, for an additional period of (2) years** by payment to Lessor of an additional bonus in the same amount per net mineral acre as paid for the initial bonus, tendered to Lessor at the last known address of Lessee on or before the expiration of the initial Primary Term. Should Lessee, or its successors or assigns, exercise its option to extend the Primary Term of this lease, then this lease and all its provisions shall remain in full force and effect as to the lands to which the extended Primary Term applies.

15. In the event that Lessor during the Primary Term of this lease or any extension thereof receives a bona fide offer, which Lessor is willing to accept, from any third party offering to purchase from Lessor a lease covering any or all of the Leased Substances and covering all or a portion of the leased premises, with the third party lease becoming effective on or after the termination of this lease, Lessor hereby agrees to submit to Lessee a complete copy of such offer, including the proposed third party lease form. Lessee, for a period of fifteen (15) days after receipt of a copy of the third party offer and lease, shall have the prior and preferred right and option to purchase a lease from Lessor on all or part of the interest covered by the third party offer at the price and according to the terms and conditions specified in such offer. Lessee shall be deemed to have received a copy of such offer from Lessor five (5) business days after mailing by Lessor, excluding the date of mailing, as evidenced by the postmark. All third party offers made up to and including the last day of the Primary Term of this lease, or any extensions thereof, shall be subject to the right and option granted to Lessee by this section. Should Lessee elect to exercise its right and option as herein provided, Lessee shall notify Lessor in writing on or before the end of such fifteen (15) day period. Notice to Lessor of Lessee's election shall be delivered or sent to Lessor by any means, including personal delivery, U.S. Mail, facsimile or electronic mail, provided that if such notice of acceptance is sent by U.S. Mail, the notice shall be effective upon deposit in the U.S. Mail, postage paid. Lessee shall thereafter furnish to Lessor a new lease, effective upon the termination of this lease, and collection draft consistent with the terms and conditions thereof. Such draft shall be subject only to approval of title according to the terms thereof. Upon receipt of the new lease and draft, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

16. **Notwithstanding anything herein contained, this Lease is a “No Surface Occupancy” Oil and Gas Lease unless agreed upon by the owner of the surface of the leased lands. It is agreed and understood that Lessee, its successors or assigns shall not conduct any drilling or completion operations or locate any production facilities on the surface of the leased lands. Lessee is granted the right to drill and operate directional or horizontal wells through and under said lands, irrespective of the bottom hole location of said wells. To this end, Lessor herein grants to Lessee a subsurface easement for all purposes associated with such horizontal or directional well or wells regardless of whether or not Lessor benefits directly or indirectly from said well or wells.**

17. This lease and all of its terms and conditions shall be binding upon Lessor and Lessee, and their heirs, successors and assigns. Should any one or more of the parties above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that any payment or payments made by Lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party Lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any. Should any provision of this lease or portion thereof be deemed unenforceable by a court of law, this lease shall remain in full force and effect as to all other provisions and parts thereof, and to the extent necessary this lease shall be modified to permit the enforcement of this lease in its entirety.

18. This lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we sign this as of the day and year first above written.

X
Town of Firestone

STATE OF _____)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____ 202_, by _____.

Witness my hand and official seal.

Notary Public
Address: _____

(SEAL)
My Commission Expires:

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.d

Discussion/Action

Meeting Date: June 12, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Appointment of Finance Committee Member

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.e

Discussion/Action

Meeting Date: June 12, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Appointment of New Board of Trustees Member

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

Payroll Board Report: APRIL-2024

Company Total

| Gross Earnings | Hours/Units | Amount | % of Co | Voluntary Deductions | Amount | Employee Taxes | Amount | |
|--------------------------|------------------|-------------------|----------------|--------------------------------|-------------------|--------------------------------|-------------------|----------------|
| Regular | 16,708.50 | 744,268.00 | 100.00% | Accident Insurance | 1,437.38 | Federal W/H | 69,212.43 | |
| Overtime | 181.50 | 10,382.91 | 100.00% | Critical Illness + Spouse | 518.25 | Medicare | 12,166.07 | |
| 2023 Personal Day | 62.50 | 3,354.92 | 100.00% | Critical Illness Employee Only | 951.15 | Social Security | 1,025.60 | |
| 2023 Personal Day 10 | 2.75 | 128.54 | 100.00% | Equipment | 146.46 | Colorado State W/H | 29,728.00 | |
| Bereavement | 24.00 | 1,526.40 | 100.00% | FPPA - 457 Amount | 1,500.00 | | 112,132.10 | |
| Call Out | 15.00 | 572.70 | 100.00% | FPPA - 457 Percentage | 971.18 | | | |
| Contract Paid Time Off | 4.00 | 371.03 | 100.00% | FPPA - Police Pension | 30,544.22 | Employer Taxes | Amount | % of Co |
| Extended Paid Leave | 48.00 | 3,822.70 | 100.00% | FPPA ROTH 457 | 550.00 | Employer Medicare | 12,166.06 | 100.00% |
| Holiday Time Off | 2.25 | 75.22 | 100.00% | FSA Dependent Care Amount | 3,659.96 | Employer Social Security | 1,025.60 | 100.00% |
| Holiday Time Off 10 | 118.50 | 6,544.35 | 100.00% | Flexible Spend Account Medical | 4,132.02 | CO SUI | 494.88 | 100.00% |
| PD Grants/Contracts 1.5 | 6.75 | 572.59 | 100.00% | Health Savings Account | 21,333.82 | | 13,686.54 | 100.00% |
| PD Shift Supervisor | 4.00 | 296.51 | 100.00% | Hospital Insurance Employee On | 1,332.22 | | | |
| PTO STD | 42.56 | 2,406.28 | 100.00% | Limited Purpose Flexible Spend | 48.34 | Employer Match | Amount | % of Co |
| Paid Admin Leave | 62.00 | 3,479.46 | 100.00% | Medical HSA Choice | 7,555.23 | ER PERA MATCH - Match | 86,265.81 | 100.00% |
| Paid Time Off | 1,617.79 | 72,065.45 | 100.00% | Medical OAP | 8,893.60 | FPPA Employer Contribution - M | 25,120.15 | 100.00% |
| Paid Time Off Payout | 73.57 | 4,128.78 | 100.00% | Mission Square - 401a Amount | 150.00 | Mission Square 457 pretax ERD | 2,041.72 | 100.00% |
| Police Security Events | 14.00 | 1,050.00 | 100.00% | Mission Square - 457b % | 1,311.05 | | 113,427.68 | 100.00% |
| Standby | 12.00 | 372.92 | 100.00% | Mission Square - 457b Amount | 150.00 | | | |
| Time Off in Lieu | 55.02 | 1,666.43 | 100.00% | Mission Square - Roth IRA % | 262.21 | Memo Deductions | Amount | |
| Time-Off In Lieu | -23.25 | -1,074.11 | 100.00% | Norton LifeLock Essential | 242.80 | Basic Life AD&D - ER Paid | 2,257.71 | |
| Unpaid Leave | 36.24 | - | - | Norton LifeLock Premier | 434.78 | Dental Employer Contribution | 9,961.80 | |
| Workers Comp Leave | 0.64 | 18.85 | 100.00% | PERA | 52,147.81 | HSA Employer Contribution | 4,225.00 | |
| CELL PHONE STIPEN | - | 300.00 | 100.00% | PERA - 401K Roth Amount | 500.00 | Long Term Disability ER Paid | 1,987.02 | |
| Employee Lifestyle Reimb | - | 24,406.89 | 100.00% | PERA - 401K Amount | 1,740.00 | Medical Base ER Contribution | 43,443.32 | |
| Mayor/Trustee | - | 2,150.00 | 100.00% | PERA - 401K Percentage | 427.91 | Medical HSA Choice ER Contrib | 55,140.54 | |
| Retro Pay | - | 1,041.01 | 100.00% | PERA - 457 AMOUNT | 880.00 | Medical OAP Employer Contrib | 50,219.63 | |
| | 19,068.32 | 883,927.83 | 100.00% | PERA - 457 PERCENTAGE | 1,827.92 | Mission Square 401a ERD | 900.00 | |
| | | | | PERA - 457 ROTH AMOUNT | 600.00 | Pension Death and Disability | 8,697.83 | |
| | | | | PERA - 457 ROTH PERCENTAG | 338.34 | Short Term Disability ER Paid | 2,559.00 | |
| | | | | PERA Life Insurance | 108.50 | Vision Employer Contribution | 1,824.56 | |
| | | | | Voluntary Life and AD&D Child | 60.80 | | 181,216.41 | |
| | | | | Voluntary Life and AD&D Employ | 1,579.50 | | | |
| | | | | Voluntary Life and AD&D Spouse | 393.68 | | | |
| | | | | | 146,729.13 | Net Pay | 625,066.60 | |

| Name | Total Paid |
|---|------------|
| Total 24/7 Networks, Inc.: | 6,387.80 |
| Total 4 RIVERS EQUIPMENT, LLC: | 7,522.85 |
| Total ABS CONCRETE INC: | 7,770.00 |
| Total ACCESS/ADAMS DATA MANAGEMENT, LLC: | 528.51 |
| Total Advanced Police Concepts LLC: | 279.00 |
| Total AIRGAS INC: | 91.43 |
| Total Altitude Recreation Inc: | 687.83 |
| Total AMAZON CAPITAL SERVICES: | 2,727.58 |
| Total AMERICAN CONSERVATION & BILLING SOLUTION: | 200.00 |
| Total American Drywall Contractors Inc: | 11,568.95 |
| Total Astrella & Rice P.C.: | 595.00 |
| Total AUDIO VISUAL INNOVATIONS INC: | 6,544.82 |
| Total AUSMUS LAW FIRM, P.C.: | 1,200.00 |
| Total B K TIRE, INC: | 746.20 |
| Total BAREFOOT RESIDENTIAL LLC: | 155.83 |
| Total BC INTERIORS: | 7,708.98 |
| Total Black Hills Energy: | 3,988.84 |
| Total BOHANNAN HUSTON INC: | 14,512.00 |
| Total BUCKEY INTERNATIONAL INC: | 246.79 |
| Total C & C Metals Inc: | 36,345.00 |
| Total CARBON VALLEY RECREATION DISTRICT: | 175.00 |
| Total CCNC, INC: | 100.00 |
| Total CDW LLC: | 2,440.30 |
| Total CELEGANS LABS INC: | 14,194.87 |
| Total CENTRAL WELD COUNTY WATER DISTRICT: | 33.12 |
| Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA: | 69,564.67 |
| Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS: | 48,000.00 |
| Total CENTURY LINK: | 870.52 |
| Total CHASE PAYMENTNET: | 64,988.54 |
| Total CHECK-IT CODE CONSULTING LLC: | 11,075.75 |
| Total CHICAGO TITLE (TUFTS): | 119.32 |
| Total CIGNA HEALTH & LIFE INSURANCE CO: | 123,840.95 |
| Total CINTAS FIRST AID & SAFETY: | 618.47 |
| Total CIRSA: | 4,189.72 |
| Total CITY OF WESTMINSTER: | 756.00 |
| Total CMS ENVIRONMENTAL SOLUTIONS LLC: | 205.00 |
| Total Coblaco Services Inc: | 2,058.94 |
| Total COLORADO CIVIL GROUP INC.: | 47,273.11 |
| Total COLORADO MATERIALS, INC: | 1,615.51 |

| Name | Total Paid |
|---|------------|
| Total COMCAST: | 1,807.27 |
| Total CONCENTRA MEDICAL CENTERS: | 126.00 |
| Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST: | 1,952.75 |
| Total CUSTOM FLAG COMPANY INC: | 1,086.00 |
| Total DANA KEPNER COMPANY INC.: | 11,024.42 |
| Total DataShield Corporation: | 45.00 |
| Total DBC IRRIGATION SUPPLY: | 1,199.25 |
| Total DELTA DENTAL OF COLORADO, INC: | 9,919.48 |
| Total DITESCO LLC: | 6,323.50 |
| Total ELECTION SYSTEMS & SOFTWARE: | 23,270.00 |
| Total ELEVATED CLOUD SERVICES LLC: | 19,485.75 |
| Total EMPLOYEE REIMBURSEMENTS & PER DIEMS: | 328.51 |
| Total EMPLOYERS COUNCIL SERVICES, INC: | 1,323.00 |
| Total Employment Law Solutions Inc: | 1,600.00 |
| Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS: | 45,058.92 |
| Total FACTORY MOTOR PARTS CO.: | 1,057.56 |
| Total FBI-LEEDA Inc: | 795.00 |
| Total FIRST AMERICAN TITLE CO: | 38.75 |
| Total FRONT RANGE COMPLIANCE SERVICE, LLC: | 2,396.15 |
| Total FRONTIER BUSINESS PRODUCTS: | 698.34 |
| Total FUZION FIELD SERVICES LLC: | 15,041.35 |
| Total Gen Digital Inc: | 677.44 |
| Total GODDING DITCH COMPANY: | 320.00 |
| Total GRAINGER: | 152.03 |
| Total GRAVES CONSULTING LLC: | 2,000.00 |
| Total GREEN GIRL RECYCLING SERVICES: | 195.00 |
| Total HARRELL'S INC: | 5,798.68 |
| Total HAYASHI & MACSALKA, LLC: | 12,117.50 |
| Total HERITAGE TITLE - TUFTS: | 26.09 |
| Total HOMESTEAD TITLE - LKWD: | 43.32 |
| Total Hyperion International Technologies LLC: | 3,812.00 |
| Total INTERSTATE BATTERY OF THE ROCKIES: | 297.90 |
| Total JONES, STEPHEN: | 1,500.00 |
| Total KATHERINE A SALAZ: | 258.75 |
| Total KATHLEEN A. OATIS: | 1,250.00 |
| Total KG CLEAN INC: | 5,500.28 |
| Total KIMBALL MIDWEST: | 74.00 |
| Total KINSCO, LLC: | 220.99 |
| Total L. L. JOHNSON DISTRIBUTING CO.: | 185.37 |

| Name | Total Paid |
|---|------------|
| Total LAND TITLE-DENVER-2: | 70.55 |
| Total Landmark Builders Inc: | 6,543.96 |
| Total LANGUAGELINE SOLUTIONS: | 23.78 |
| Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN: | 40,709.37 |
| Total LEFTA SYSTEMS: | 99.11 |
| Total LENNAR COLORADO: | 195.27 |
| Total LEXISNEXIS RISK SOLUTIONS: | 805.00 |
| Total LIFE SAFETY TECHNOLOGIES LLC: | 245.00 |
| Total Liliana Mercado: | 220.00 |
| Total Lion Energy LLC: | .00 |
| Total LITTLE THOMPSON WATER DISTRICT: | 407.79 |
| Total Longmont Digital Printing: | 1,961.16 |
| Total LONGMONT HUMANE SOCIETY: | 3,331.99 |
| Total MAC EQUIPMENT INC LONGMONT: | 292.49 |
| Total MAIN STREET MAT COMPANY, INC: | 686.20 |
| Total MCGRANE WATER ENGINEERING, LLC: | 4,652.50 |
| Total Mike Maroone Chevrolet Buick GMC Longmon: | 192.49 |
| Total MISC VENDOR: | 2,493.50 |
| Total MTECH MECHANICAL TECHNOLOGIES GROUP: | 1,924.50 |
| Total NEW COAL RIDGE DITCH COMPANY: | 100.00 |
| Total NORTHWESTERN UNIVERSITY: | 4,500.00 |
| Total ODP BUSINESS SOLUTIONS LLC: | 431.29 |
| Total O'REILLY AUTO PARTS: | 1,431.62 |
| Total ORKIN PEST CONTROL, INC: | 11.00 |
| Total P3 Advisors LLC: | 45,630.59 |
| Total Patrick Conner: | 187.50 |
| Total POLLARD WATER: | 298.00 |
| Total PRAIRIE MOUNTAIN PUBLISHING: | 127.57 |
| Total PRO HYDRAULIC & MACHINE: | 525.00 |
| Total PUREWATER DYNAMICS, INC: | 315.96 |
| Total QUADIENT LEASING USA INC: | 1,000.00 |
| Total RAMEY ENVIRONMENTAL COMPLIANCE, INC: | 115.56 |
| Total Resa Hamilton: | 247.50 |
| Total RESTITUTION / COURT REFUNDS: | 625.00 |
| Total REXEL USA, INC: | 1,095.47 |
| Total RIPTIDE CAR & PET WASH: | 879.50 |
| Total ROCKY MOUNTAIN AWARD & TROPHY: | 128.00 |
| Total ROCKY MOUNTAIN POLICE CHAPLAINS: | 400.00 |
| Total RURAL DITCH COMPANY: | 880.00 |

| Name | Total Paid |
|---|--------------|
| Total SAFETY AND CONSTRUCTION SUPPLY INC: | 2,220.84 |
| Total SALT LAKE WHOLESALE SPORTS: | 2,219.40 |
| Total SEACHANGE PRINT INNOVATIONS: | 23,460.01 |
| Total Short-Elliott-Hendrickson Inc: | 15,889.42 |
| Total SPWRAP: | 5,936.02 |
| Total ST VRAIN WATER AUTHORITY: | 46,792.90 |
| Total STEVE BALCEROVICH: | 1,250.00 |
| Total Sturgeon Electric Company: | 667.65 |
| Total SUMMIT DATA PROTECTION LLC: | 20,805.00 |
| Total SUN VALLEY ELECTRIC INC: | 13,931.91 |
| Total TARGET SPECIALTY PRODUCTS: | 4,774.34 |
| Total THE TREE FARM: | 565.80 |
| Total TIMBER LINE ELECTRIC & CONTROL CORP: | 5,922.50 |
| Total TIMBERLAN, INC: | 35,400.00 |
| Total TISCHLERBISE INC: | 3,312.00 |
| Total Toilet Rebates: | 75.00 |
| Total TRANSWEST TRUCK TRAILER RV: | 145.36 |
| Total TRIDENT SECURITY SYSTEMS INC: | 360.00 |
| Total UME CUSTOM EMBROIDERY: | 788.93 |
| Total UNIVERSITY AUTO PARTS, INC: | 661.36 |
| Total UTILITY NOTIFICATION CENTER OF COLORADO: | 403.77 |
| Total UTILITY REFUNDS -1: | 3,620.52 |
| Total VALLI INFORMATION SYSTEMS: | 3,268.87 |
| Total VANCE BROTHERS INC: | 725.00 |
| Total Verizon Connect NWF INC: | 226.85 |
| Total VIA MOBILITY SERVICES: | 5,400.00 |
| Total VISION SERVICE PLAN - VSP: | 1,918.55 |
| Total VORTEX DOORS LLC: | 2,264.04 |
| Total WAGNER EQUIPMENT CO.: | 216.14 |
| Total WAGNER WELDING SUPPLY CO.: | 8.68 |
| Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI: | 1,505.50 |
| Total WELD COUNTY SHERIFFS OFFICE: | 75.65 |
| Total WICKHAM TRACTOR CO, Inc: | 871.04 |
| Total XPRESS BILL PAY / XPRESS SOLUTIONS: | 3,096.25 |
| Grand Totals: | 1,013,497.07 |

| Name | Total Paid |
|----------------------------------|------------|
| MISC VENDOR | |
| Total AMAZING GATES OF COLORADO: | 2,493.50 |
| Grand Totals: | 2,493.50 |

Payroll Board Report: MAY-2024

| Gross Earnings | | | | Voluntary Deductions | | Employee Taxes | | | | | |
|--------------------------|-----------|------------|---------|--------------------------------|------------|--------------------------------|------------|---------|--|--|--|
| Hours/Units | Amount | % of Co | Amount | Amount | Amount | Amount | | | | | |
| Regular | 16,910.75 | 754,426.42 | 100.00% | Accident Insurance | 1,409.64 | Federal W/H | 80,621.00 | | | | |
| Overtime | 522.00 | 31,707.74 | 100.00% | Critical Illness + Spouse | 525.70 | Medicare | 12,666.00 | | | | |
| 2023 Personal Day | 49.75 | 1,831.26 | 100.00% | Critical Illness Employee Only | 941.40 | Social Security | 1,025.60 | | | | |
| Acting Supervisor | - | - | - | Equipment | 146.46 | Colorado State W/H | 31,514.00 | | | | |
| Bereavement | 43.00 | 1,769.50 | 100.00% | FPPA - 457 Amount | 1,500.00 | | 125,826.60 | | | | |
| Call Out | 16.00 | 571.76 | 100.00% | FPPA - 457 Percentage | 1,093.27 | | | | | | |
| Contract Paid Time Off | 24.00 | 1,961.54 | 100.00% | FPPA - Police Pension | 29,555.64 | Employer Taxes | Amount | % of Co | | | |
| Extended Paid Leave | 24.00 | 1,523.08 | 100.00% | FPPA ROTH 457 | 550.00 | Employer Medicare | 12,666.00 | 100.00% | | | |
| Holiday Time Off | 40.00 | 2,826.93 | 100.00% | FSA Dependent Care Amount | 3,243.30 | Employer Social Security | 1,025.60 | 100.00% | | | |
| Holiday Time Off 10 | 23.50 | 362.58 | 100.00% | Flexible Spend Account Medical | 3,865.36 | CO SUI | 236.14 | 100.00% | | | |
| PD Shift Supervisor | 11.00 | 806.17 | 100.00% | Health Savings Account | 19,942.16 | | 13,927.74 | 100.00% | | | |
| PTO STD | - | - | - | Hospital Insurance Employee On | 1,332.22 | | | | | | |
| Paid Admin Leave | 31.00 | 1,172.11 | 100.00% | Limited Purpose Flexible Spend | 48.34 | Employer Match | Amount | % of Co | | | |
| Paid Time Off | 1,073.50 | 49,426.11 | 100.00% | Medical HSA Choice | 7,375.10 | ER PERA MATCH - Match | 86,594.94 | 100.00% | | | |
| Paid Time Off Payout | 914.70 | 46,053.52 | 100.00% | Medical OAP | 8,526.54 | FPPA Employer Contribution - M | 24,252.65 | 100.00% | | | |
| Police Security Events | 12.50 | 937.50 | 100.00% | Mission Square - 401a Amount | 150.00 | Mission Square 457 pretax ERD | 2,041.72 | 100.00% | | | |
| Standby | 6.00 | 163.98 | 100.00% | Mission Square - 457b % | 787.97 | | 112,889.31 | 100.00% | | | |
| Time Off in Lieu | 32.00 | 1,041.36 | 100.00% | Mission Square - 457b Amount | 150.00 | | | | | | |
| Time-Off In Lieu | -88.00 | -4,011.86 | 100.00% | Mission Square - Roth IRA % | 589.13 | Memo Deductions | Amount | | | | |
| Unpaid Leave | 16.00 | - | - | Norton LifeLock Essential | 242.80 | Basic Life AD&D - ER Paid | 2,156.63 | | | | |
| Volunteer Time Off | 3.00 | 137.71 | 100.00% | Norton LifeLock Premier | 434.78 | Dental Employer Contribution | 9,812.32 | | | | |
| CELL PHONE STIPEN | - | 300.00 | 100.00% | PERA | 52,348.32 | HSA Employer Contribution | 4,125.00 | | | | |
| Employee Lifestyle Reimb | - | 15,036.06 | 100.00% | PERA - 401K Roth Amount | 500.00 | Long Term Disability ER Paid | 1,897.08 | | | | |
| Mayor/Trustee | - | 3,075.00 | 100.00% | PERA - 401K Amount | 1,740.00 | Medical Base ER Contribution | 43,443.32 | | | | |
| Retro Pay | - | 4,695.64 | 100.00% | PERA - 401K Percentage | 479.90 | Medical HSA Choice ER Contrib | 54,083.40 | | | | |
| | 19,664.70 | 915,814.11 | 100.00% | PERA - 457 AMOUNT | 880.00 | Medical OAP Employer Contrib | 48,032.82 | | | | |
| | | | | PERA - 457 PERCENTAGE | 1,967.78 | Pension Death and Disability | 8,346.62 | | | | |
| | | | | PERA - 457 ROTH AMOUNT | 600.00 | Short Term Disability ER Paid | 2,444.34 | | | | |
| | | | | PERA - 457 ROTH PERCENTAG | 539.90 | Vision Employer Contribution | 1,797.00 | | | | |
| | | | | PERA Life Insurance | 108.50 | | 176,138.53 | | | | |
| | | | | Voluntary Life and AD&D Child | 60.80 | | | | | | |
| | | | | Voluntary Life and AD&D Employ | 1,596.25 | Net Pay | 646,357.92 | | | | |
| | | | | Voluntary Life and AD&D Spouse | 398.33 | | | | | | |
| | | | | | 143,629.59 | | | | | | |

| Name | Total Paid |
|--|------------|
| Total 4 RIVERS EQUIPMENT, LLC: | 4,382.99 |
| Total A Just Doors LLC: | 7,251.58 |
| Total ABS CONCRETE INC: | 7,995.00 |
| Total ADAMSON POLICE PRODUCTS: | 81.75 |
| Total AIMS JUNIOR COLLEGE DISTRICT: | 979.30 |
| Total AIRGAS INC: | 175.10 |
| Total AMAZON CAPITAL SERVICES: | 1,588.56 |
| Total AMERICAN CONSERVATION & BILLING SOLUTION: | 200.00 |
| Total ARKANSAS VALLEY SEED INC: | 4,943.00 |
| Total AUSMUS LAW FIRM, P.C.: | 1,200.00 |
| Total B K TIRE, INC: | 2,510.24 |
| Total BAREFOOT RESIDENTIAL LLC: | 138.92 |
| Total BARTON MATERIALS LLC: | 5,739.82 |
| Total BC INTERIORS: | 1,888.92 |
| Total BEACON COMMUNICATIONS LLC: | 3,693.22 |
| Total Berk-Tel communications Inc: | 12,968.73 |
| Total Black Hills Energy: | 2,188.35 |
| Total BLU SKY TOWING: | 490.43 |
| Total BOBCAT OF THE ROCKIES: | 34,528.75 |
| Total BOHANNAN HUSTON INC: | 8,704.25 |
| Total Brothers Redevelopment Inc: | 52,735.75 |
| Total BUCKEY INTERNATIONAL INC: | 976.59 |
| Total BUTLER SNOW LLP: | 1,507.50 |
| Total C & W TRUCK AND TRAILER, LLC: | 65.18 |
| Total CARBON VALLEY HEATING AND AIR, INC: | 187.34 |
| Total CARBON VALLEY RECREATION DISTRICT: | 350.00 |
| Total CARBON VALLEY RECREATION DISTRICT-FURA: | 212,943.41 |
| Total CDW LLC: | 3,597.33 |
| Total CELEGANS LABS INC: | 23,230.13 |
| Total CENTRAL COLORADO WATER CONSV DSTR (FURA): | 327.57 |
| Total CENTRAL COLORADO WATER SUBDISTRICT (FURA): | 477.93 |
| Total CENTRAL WELD COUNTY WATER DISTRICT: | 33.12 |
| Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA: | 245,176.62 |
| Total CENTURY LINK: | 860.48 |
| Total CERTIFIED LABORATORIES: | 395.90 |
| Total CHASE PAYMENTNET: | 117,625.91 |
| Total CHECK-IT CODE CONSULTING LLC: | 11,952.29 |
| Total CHURCHICH RECREATION, LLC: | 937.00 |
| Total CIGNA HEALTH & LIFE INSURANCE CO: | 126,240.24 |

| Name | Total Paid |
|---|------------|
| Total CINTAS FIRST AID & SAFETY: | 1,998.33 |
| Total CIRSA: | 2,307.98 |
| Total CITY OF LOVELAND: | 900.00 |
| Total COLORADO CIVIL GROUP INC.: | 45,767.20 |
| Total COLORADO JUMPS DBA AIRBOUND: | 2,295.00 |
| Total COLORADO MATERIALS, INC: | 3,676.71 |
| Total COLORADO STATE PATROL: | 150.00 |
| Total CONSILIUM COLORADO, LLC: | 2,205.21 |
| Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR: | 141.22 |
| Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST: | 460,084.90 |
| Total CUSTOM FLAG COMPANY INC: | .00 |
| Total DANA KEPNER COMPANY INC.: | 6,185.81 |
| Total DataShield Corporation: | 2,002.00 |
| Total DBC IRRIGATION SUPPLY: | 11,384.25 |
| Total DEFALCO CONSTRUCTION: | 273,284.01 |
| Total DELTA DENTAL OF COLORADO, INC: | 10,195.41 |
| Total DENVER REGIONAL COUNCIL OF GOVERNMENTS: | 4,000.00 |
| Total DITESCO LLC: | 4,114.35 |
| Total Don's Masonry Inc: | 5,150.00 |
| Total DS Sales and Service LLC: | 3,150.00 |
| Total EMPLOYEE REIMBURSEMENTS & PER DIEMS: | 958.90 |
| Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS: | 45,045.89 |
| Total FACTORY MOTOR PARTS CO.: | 60.78 |
| Total FASTENAL COMPANY: | 73.44 |
| Total FIDELITY NATIONAL TITLE - S DENVER: | 80.81 |
| Total FINALSITE: | 10,696.00 |
| Total FIRELIGHT COMMERCIAL METROPOLITAN DIST: | 68.67 |
| Total FIRELIGHT RESIDENTIAL METROPOLITAN DIST: | 155,267.64 |
| Total FIRST AMERICAN TITLE CO: | 84.74 |
| Total FIRST INTEGRITY TITLE COMPANY: | 5.31 |
| Total FIT FOR YOU LLC: | 606.00 |
| Total Flock Group Inc: | 50,600.00 |
| Total FREDERICK-FIRESTONE FIRE-FURA: | 825,503.95 |
| Total FRONT RANGE COMPLIANCE SERVICE, LLC: | 2,996.95 |
| Total FRONTIER BUSINESS PRODUCTS: | 2,066.55 |
| Total FRONTIER COMPUTER CORP.: | 14,977.00 |
| Total FUZION FIELD SERVICES LLC: | 25,168.42 |
| Total G & G EQUIPMENT INC: | 266.46 |
| Total Gen Digital Inc: | 1,354.88 |

| Name | Total Paid |
|---|------------|
| Total GODDING DITCH COMPANY: | 1,614.50 |
| Total GOLF & SPORT SOLUTIONS: | 3,556.80 |
| Total GRAINGER: | 924.70 |
| Total GRAVES CONSULTING LLC: | 6,500.00 |
| Total GREEN GIRL RECYCLING SERVICES: | 240.00 |
| Total GROUND ENGINEERING CONSULTANTS, INC: | 2,082.50 |
| Total HALCYON DESIGN LLC: | 3,460.00 |
| Total HARRELL'S INC: | 1,719.46 |
| Total HAYASHI & MACSALKA, LLC: | 22,181.50 |
| Total High Plains Library District - FURA: | 212,399.61 |
| Total HULK ADDICTS HAULING AND JUNK REMOVAL: | 9,703.00 |
| Total IDEAL FENCING CORPORATION: | 4,375.00 |
| Total INTEGRATED WATER SERVICES, INC: | 961,306.14 |
| Total INTERNATIONAL ASSOC FOR PROPERTY & EVIDE: | 65.00 |
| Total INTERSTATE BATTERY OF THE ROCKIES: | 889.71 |
| Total INTERSTATE FORD: | 66.50 |
| Total JAIME BROWER PSYCHOLOGICAL SERVICES: | 150.00 |
| Total JONES, STEPHEN: | 3,000.00 |
| Total KATHLEEN A. OATIS: | 1,250.00 |
| Total KENZ & LESLIE DISTRIBUTING CO.: | 974.40 |
| Total KG CLEAN INC: | 5,500.28 |
| Total KIMBALL MIDWEST: | 1,943.89 |
| Total KINSCO, LLC: | 1,477.98 |
| Total L G EVERIST INC: | 4,825.13 |
| Total LAND TITLE-DENVER-2: | 32.56 |
| Total LAND TITLE-FT COLLINS: | 12.02 |
| Total LANGUAGELINE SOLUTIONS: | 112.95 |
| Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN: | 41,085.72 |
| Total LEA PARK & PLAY INC: | 335.13 |
| Total LEONARD RICE ENGINEERS, INC: | 50,719.31 |
| Total LEXISNEXIS RISK SOLUTIONS: | 845.25 |
| Total LIFE STORIES: | 250.00 |
| Total Liliana Mercado: | 440.00 |
| Total LITTLE THOMPSON WATER DISTRICT: | 76.12 |
| Total Longmont Digital Printing: | 225.42 |
| Total LONGMONT HUMANE SOCIETY: | 3,331.99 |
| Total MAC EQUIPMENT INC LONGMONT: | 2,555.18 |
| Total MAIN STREET MAT COMPANY, INC: | 1,029.30 |
| Total MCDONALD FARMS ENTERPRISES INC: | 2,549.00 |

| Name | Total Paid |
|---|--------------|
| Total MDI TRUCKS OF NORTHERN COLORADO: | 271.36 |
| Total Mike Maroone Chevrolet Buick GMC Longmon: | 75.96 |
| Total MISC VENDOR: | 3,596.50 |
| Total MORGAN STANLEY SMITH BARNEY LLC: | 5,941.66 |
| Total MTECH MECHANICAL TECHNOLOGIES GROUP: | 1,442.50 |
| Total MUTUAL OF OMAHA INSURANCE CO: | 26,830.44 |
| Total NEIGHBORS POINT METRO DISTRICT: | 83,955.19 |
| Total Northern Colorado Water Cons. Dist.-FURA: | 81,618.26 |
| Total NORTHERN COLORADO WATER CONSERVANCY DIST: | 375.20 |
| Total NP125 Metropolitan District - FURA: | 96,126.64 |
| Total ODP BUSINESS SOLUTIONS LLC: | 256.38 |
| Total ONLINE SOLUTIONS LLC: | 46,200.00 |
| Total O'REILLY AUTO PARTS: | 1,733.59 |
| Total ORKIN PEST CONTROL, INC: | 290.97 |
| Total PAWNEE BUTTES SEED INC: | 7,700.00 |
| Total PIRTEK NOCO: | 347.57 |
| Total PLUMBER'S PARADISE: | 11,781.00 |
| Total Precise Striping LLC: | 978.25 |
| Total PUREWATER DYNAMICS, INC: | 377.60 |
| Total RAMEY ENVIRONMENTAL COMPLIANCE, INC: | 115.56 |
| Total RED WING SHOE STORE: | 237.99 |
| Total RESTITUTION / COURT REFUNDS: | 3,572.24 |
| Total Restoration Specialists Inc: | 24,016.25 |
| Total RIPTIDE CAR & PET WASH: | 543.25 |
| Total RM Power Solutions: | 9,892.80 |
| Total ROAD SAFE TRAFFIC SYSTEMS: | 14,081.98 |
| Total ROCKY MOUNTAIN RESERVE LLC: | 910.15 |
| Total ROCKY MOUNTAIN WILDLIFE SERVIC, INC: | 3,922.00 |
| Total RURAL DITCH COMPANY: | 848.00 |
| Total SAFETY AND CONSTRUCTION SUPPLY INC: | 906.87 |
| Total SHERWIN WILLIAMS CO.: | 60.04 |
| Total Short-Elliott-Hendrickson Inc: | 36,141.03 |
| Total SKYVIEW MEADOWS METRO DIST: | 1,782,728.22 |
| Total ST VRAIN & LEFT HAND WATER CONSERVANCY: | 24,460.59 |
| Total ST VRAIN VALLEY SCHOOL DIST RE-1J: | 2,460,562.63 |
| Total ST VRAIN WATER AUTHORITY: | 47,217.47 |
| Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA: | 194,117.32 |
| Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA: | 922,457.87 |
| Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA: | 68,649.18 |

| Name | Total Paid |
|---|------------|
| Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA: | 5,818.83 |
| Total St. Vrain Sanitation District - FURA: | 171,083.91 |
| Total Stay Mobile LLC: | 3,100.00 |
| Total STEVE BALCEROVICH: | 1,250.00 |
| Total Sturgeon Electric Company: | 1,153.49 |
| Total SUN VALLEY ELECTRIC INC: | 164,644.50 |
| Total SYMBOL ARTS: | 364.80 |
| Total TARGET SPECIALTY PRODUCTS: | 932.52 |
| Total THE GREENS METRO DISTRICT: | 11,112.44 |
| Total THE SPRINGS METROPOLITAN DISTRICT: | 173.63 |
| Total TIMBER LINE ELECTRIC & CONTROL CORP: | 23,585.70 |
| Total Timothy Miller: | 500.00 |
| Total TLTC DISTRIBUTING LLC: | 327.00 |
| Total TRAFFIC SIGNAL CONTROLS, INC: | 320.00 |
| Total TRANSWEST TRUCK TRAILER RV: | 1,959.60 |
| Total TRIDENT SECURITY SYSTEMS INC: | 200.00 |
| Total UC HEALTH, INC: | 188.29 |
| Total UMB BANK, NA: | 2,250.00 |
| Total UME CUSTOM EMBROIDERY: | 2,166.92 |
| Total UNITED SITE SERVICES OF COLORADO: | 430.00 |
| Total UNIVERSITY AUTO PARTS, INC: | 2,547.87 |
| Total UTILITY NOTIFICATION CENTER OF COLORADO: | 691.44 |
| Total UTILITY REFUNDS -1: | 194.18 |
| Total VALLI INFORMATION SYSTEMS: | 6,916.08 |
| Total VECTOR DISEASE CONTROL INTERNATIONAL LLC: | 8,890.44 |
| Total Verizon Connect NWF INC: | 226.85 |
| Total VIA MOBILITY SERVICES: | 5,940.00 |
| Total VISION SERVICE PLAN - VSP: | 3,604.26 |
| Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ: | 1,160.00 |
| Total WAGNER EQUIPMENT CO.: | 2,447.28 |
| Total WAGNER WELDING SUPPLY CO.: | 8.40 |
| Total WELD COUNTY ACCOUNTING DEPT.-FURA: | 310,238.87 |
| Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI: | 1,525.00 |
| Total WELD COUNTY SCHOOL DIST RE-1 (FURA): | 216.89 |
| Total WELD COUNTY SHERIFFS OFFICE: | 1,739.95 |
| Total WICKHAM TRACTOR CO, Inc: | 3,142.69 |
| Total XPRESS BILL PAY / XPRESS SOLUTIONS: | 3,412.60 |

| Name | Total Paid |
|---------------|---------------|
| Grand Totals: | 10,939,754.96 |

Name

Total Paid

MISC VENDOR

| | |
|---|----------|
| Total Aron Atallah: | 5.00 |
| Total Colorado Dept of Human Service: | 978.00 |
| Total Roof Link: | 203.10 |
| Total T BARE ROOFING: | 410.40 |
| Total Western Midstream WES DJ Gathering LLC: | 2,000.00 |
| Grand Totals: | 3,596.50 |