TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

July 10, 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 June 26, 2024 Board of Trustees Meeting Minutes

   b. **Resolution 24-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO. APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTEREST DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7A; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7A SUBDIVISION

6. **Proclamation**

   a. National Parks and Recreation Month Proclamation

7. **Land Development**

   a. **Ordinance 1045**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ENACTING CHAPTER 14, SPECIAL DISTRICTS OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

* 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.

8. Discussion/Action

a. **Resolution 24-69:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION AGREEMENT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING N0.1

b. **Resolution: 24-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY PARKS AND RECREATION DISTRICT

c. Substitute Judge Discussion

d. Change of Board of Trustees Meeting Nights

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

10. Reports

a. Staff

10.a.i. June Monthly Financial Report

b. Mayor

c. Trustees

11. Executive Session

a. An executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the Town's Water Counsel for the purpose of receiving legal advice on specific legal questions and C.R.S. 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Towns pending water court cases.

12. Adjournment

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

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.

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE
COLORADO

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AIM No.: 5.a

Consent Agenda

Meeting Date: July 10, 2024

Initiated By:

Department: Town Clerk

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AGENDA ITEM
Approval of the June 26, 2024 Board of Trustees Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS
1. June 26, 2024 Board of Trustees Regular Meeting

FIRESTONE
COLORADO

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
June 26, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on June 26, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 PM.

The following were present upon the call of the roll:

Mayor:	Don Conyac
Mayor Pro-tem:	Frank A. Jimenez- **EXCUSED**
Trustees:	Linda J. Haney Ray Byrd Matt Holcomb Lorna Morton Sean Doherty
Staff:	**Present:** Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Bryce Borders, Deputy Chief of Police; Eric DeBolt, IT Manager; Miriam Luna Gonzalez, Town Clerk; William Hayashi, Town Attorney; & Bobbi Billings, Community Engagement Manager.

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **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)

John Damsma, a Firestone resident, provided public comment regarding the Board of Trustees vacancy and appointment process.

Becky Duckworth, a Firestone resident, provided public comment regarding the Firestone PACT meeting.

5. Consent Agenda

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve Consent Agenda

Roll Call Vote:

Yes: Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

a. Approval of the June 12, 2024 Board of Trustees Meeting Minutes

b. **Resolution 24-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT AND THE NEW COAL RIDGE DITCH COMPANY REGARDING THE COAL RIDGE DITCH BRIDGE REPLACEMENT PROJECT

c. **Resolution 24-65:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND MOUNTAIN RANGE PLUMBING LLC FOR THE REPLACEMENT OF RESTROOM TOILETS AT PENINSULA PARK

d. **Resolution 24-66:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF SABLE AVE, ¼ MILE WEST OF BIRCH STREET, AND ½ MILE EAST OF EAST I-25 FRONTAGE ROAD

e. **Ordinance 1044:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO CONSENTING TO THE INCLUSION OF CERTAIN PROPERTIES LOCATED WITHIN THE TOWN OF FIRESTONE INTO THE MUNICIPAL SUBDISTRICT OF THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

6. Discussion/Action

a. Assigning Board of Trustee Liaisons

b. Change of Board of Trustees Meeting Nights

c. Quasi-Judicial Training

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

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

8. Reports

a. Staff

b. Mayor

c. Trustees

Trustee Holcomb reported on the water retreat's location.

Trustee Haney reported on the upcoming water retreat. She also reported on the Carbon Valley Help Center. Trustee Haney would like the town attorney to keep the board current on any filed actions against the town.

9. Adjournment

Motion by Trustee Doherty, **second** by Trustee Haney, to Approve Adjournment. All in Favor, **Motion carried**.

Introduced and Approved the 10th of July 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac Jr., Mayor

Miriam Luna Gonzalez, Town Clerk

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE
COLORADO

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AIM No.: 5.b

Consent Agenda

Meeting Date: July 10, 2024

Initiated By: Matt Thompson

Department: Planning & Development

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AGENDA ITEM

Resolution 24-68: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO. APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTEREST DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7A; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7A SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 24-68, a resolution approving the Barefoot Lakes Filing 7A Final Plat application with the following conditions:

a. All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
b. Applicant shall provide a recorded release of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167 prior to recordation of the Final Plat, or the Final Plat shall be amended by the addition of the following development note, to read as follows:
    1. Block 2, Lots 12-16 will not be issued building permits, sold, conveyed, or transferred until the developer has furnished the Town proof of release, or other documentation acceptable to the Town, indicating such lots are no longer burdened by the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167. Upon acceptance by the Town of Firestone, the above-stated plat restriction shall be removed.
c. Prior to recordation of the Final Plat, Applicant shall provide sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptance to the Town, indicating the flow line underneath Block 2, Lots 12-16 has been removed and capped in accordance with ECMC standards and rules.
d. Prior to recordation of the Final Plat, Applicant shall obtain and record a duly executed consent to use easement agreement from the holder of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167, permitting the Town to cross, construct, install, operate, own, and maintain within the easement area any public improvement as shown on the approved Final Construction Documents.
e. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
f. 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.
g. Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
h. Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
i. Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
j. Prior to recordation of the Final Plat, all approvals from the No. 3 Outlet Lateral Ditch Company must be completed and any ditch agreements provided to the Town.
k. 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 Barefoot Lakes Filing 7A Final Plat proposes 238 residential lots and 16 tracts, landscaping, and drainage purposes, on approximately 153.547 acres.

The Barefoot Lakes Filing 7A Final Plat is located northeast of the intersection of Ronald Reagan Blvd and Birch Street.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Barefoot Lakes property was annexed and zoned by the Town on May 27, 2015. The Barefoot Lakes Filing 7A Preliminary Plat was approved on December 13, 2023.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Resolution 24-68 Barefoot Lakes F7A
2. Barefoot Lakes F7A Plat-2024-07-03
3. BFL 7A SA DRAFT 7-2-2024

RESOLUTION NO. 24-68

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 BAREFOOT LAKES FILING NO. 7A AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7A SUBDIVISION

WHEREAS, Barefoot, LLC ("Applicant"), as the current owner of certain real property located within the Town of Firestone, Colorado (the "Property"), has submitted a proposed final plat for the Property, entitled "Barefoot Lakes Filing No. 7A" (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. 24-68 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 Barefoot Lakes Filing No. 7A 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 Barefoot Lakes Filing No. 7A, 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) Applicant shall provide a recorded release of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167 prior to recordation of the Final Plat, or the Final Plat shall be amended by the addition of the following development note, to read as follows:

(1) Block 2, Lots 12-16 will not be issued building permits, sold, conveyed, or transferred until the developer has furnished the Town proof of release, or other documentation acceptable to the Town, indicating such lots are no longer burdened by the oil and gas easement recorded in the Weld County

Clerk and Recorder's Office at Reception No. 4051167. Upon acceptance by the Town of Firestone, the above-stated plat restriction shall be removed.

(c) Prior to recordation of the Final Plat, Applicant shall provide sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptance to the Town, indicating the flow line underneath Block 2, Lots 12-16 has been removed and capped in accordance with ECMC standards and rules.

(d) Prior to recordation of the Final Plat, Applicant shall obtain and record a duly executed consent to use easement agreement from the holder of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167, permitting the Town to cross, construct, install, operate, own, and maintain within the easement area any public improvement as shown on the approved Final Construction Documents.

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

(f) 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.

(g) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.

(h) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.

(i) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.

(j) Prior to recordation of the Final Plat, all approvals from the No. 3 Outlet Lateral Ditch Company must be completed and any ditch agreements provided to the Town.

(k) 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 Barefoot Lakes Filing No. 7A 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 Barefoot Lakes Filing No. 7A 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 Barefoot Lakes Filing No. 7A 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

<u>EXHIBIT A</u>
Barefoot Lakes Filing No. 7A
Final Plat

<u>EXHIBIT B</u>
Barefoot Lakes Filing No. 7A
Subdivision Development Agreement

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-____

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SOUTH 88°58'33" WEST, A DISTANCE OF 2,643.03 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID WEST LINE, NORTH 00°12'43" WEST, A DISTANCE OF 2,225.03 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°47'17" EAST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 89°47'17" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 791.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 478.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 924.28 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89°47'17" WEST, A DISTANCE OF 177.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 858.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 7.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 974.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUH A CENTRAL ANGLE OF 95°18'17", AN ARC LENGTH OF 8.32 FEET;

THENCE NORTH 84°29'00"EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1260.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°29'00"WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°18'17", AN ARC LENGTH OF 116.65 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 204.27 FEET;

THENCE NORTH 89°59'46"EAST, A DISTANCE OF 325.90 FEET;

THENCE SOUTH 32°21'48" EAST, A DISTANCE OF 281.87 FEET;

THENCE SOUTH 29°54'46" EAST, A DISTANCE OF 106.54 FEET;

THENCE SOUTH 26°24'34" EAST, A DISTANCE OF 62.72 FEET;

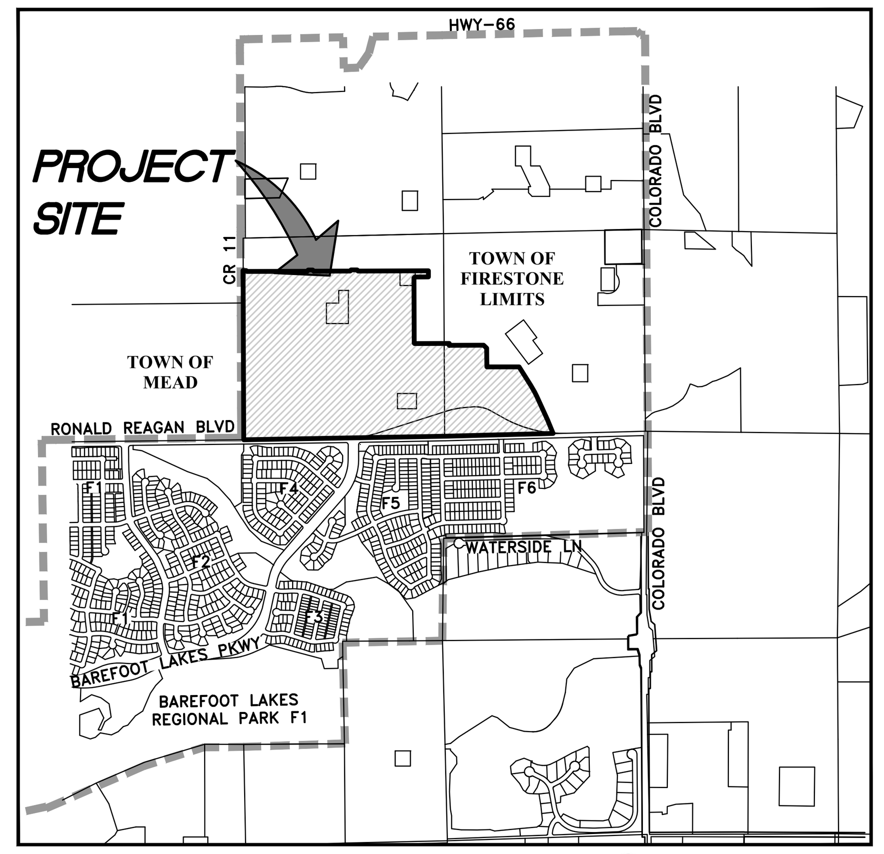
THENCE SOUTH 24°36'27" EAST, A DISTANCE OF 341.63 FEET;

THENCE SOUTH 22°24'27" EAST, A DISTANCE OF 192.77 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE, SOUTH 88°30'51" WEST, A DISTANCE OF 1,422.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 154.548 ACRES, (6,732,125 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF BAREFOOT LAKES FILING NO. 7A, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES AND OTHER PUBLIC PLACES, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.



VICINITY MAP
SCALE: 1" = 2000'
NORTH

OWNER:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 S. GREENWOOD PLAZA BLVD., STE. 700
CENTENNIAL, CO. 80111

BY: ______________________

NAME: ______________________

TITLE: ______________________

EXECUTED THIS ____ DAY OF ______________, A.D., 20__.

STATE OF COLORADO)
) SS.
COUNTY OF____________)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ______DAY OF____________________ 20__,

BY ______________________ AS ______________________
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES ______________

WITNESS MY HAND AND SEAL. ______________________
NOTARY PUBLIC

BY: ______________________

NAME: ______________________

TITLE: ______________________

EXECUTED THIS ____ DAY OF ______________, A.D., 20__.

STATE OF COLORADO)
) SS.
COUNTY OF____________)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ______DAY OF____________________ 20__,

BY ______________________ AS ______________________
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES ______________

WITNESS MY HAND AND SEAL. ______________________
NOTARY PUBLIC

TITLE VERIFICATION

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

LAND TITLE GUARANTEE COMPANY

BY: ______________________

TITLE: ______________________

DATE: ______________________

STATE OF COLORADO)
)SS
COUNTY OF __________________)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ___________, 20__

BY ______________________ AS ______________________

OF LAND TITLE GUARANTEE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: __________

NOTARY PUBLIC

OWNER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6330
CONTACT: PETER LAUENER
PETER.LAUENER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

DEVELOPER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6604
CONTACT: CHRIS BREMNER
CHRISTOPHER.BREMNER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

ENGINEER:

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: FRED TAFOYA, P.E.
FTAFOYA@REDLAND.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: TONY PEALL
TPEALL@AZTECCONSULTANTS.COM

SHEET INDEX

SURVEYING CERTIFICATE:

I, ANTHONY K. PEALL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS, PROFESSIONAL ARCHITECTS AND PROFESSIONAL LAND SURVEYORS, AND THE TOWN OF FIRESTONE.

COLORADO LICENSED
ANTHONY K. PEALL
38636
PROFESSIONAL LAND SURVEYOR
FOR REVIEW

BY: ANTHONY K. PEALL, P.L.S. NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT FOR **BAREFOOT LAKES FILING NO. 7A** WAS APPROVED ON THE __________ DAY

OF __________________, 20__, BY RESOLUTION NO. ______________________, PASSED AND ADOPTED A THE REGULAR MEETING OF

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS ____________ DAY OF ________________, 20__, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN,SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES.

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
Revision Date	2024/04/29
Revision Date	2024/05/30
Revision Date	2024/06/18
Revision Date	2024/07/01
COVER PAGE ~ SHEET 1 of 11	

AZTEC CONSULTANTS, INC.
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Fax: (303) 713-1897
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AzTec Proj. No.: 54822-19 Drawn By: GLW

DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION:	2023-10-17
SCALE:	N/A
SHEET 1 OF 11	

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-____

GENERAL NOTES

1. 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, COLORADO REVISED STATUTE.

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

3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 88°58'33" EAST, 2643.03 FEET AND MONUMENTED AS SHOWN HEREON.

4. TITLE COMMITMENT: LAND TITLE GUARANTEE COMPANY'S ORDER NUMBER RND25209361–3, DATED 05/16/2024 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS–OF–WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

5. FLOODPLAIN: BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1880E, WITH A REVISED DATE OF JANUARY 20, 2016.

6. 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, DRAINAGE CHANNELS, DETENTION PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7. 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 A PARTICULAR LOT.

7. 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.

8. ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.

9. A NON–EXCLUSIVE ACCESS AND WATER EASEMENT OVER THE WATER EASEMENTS SHOWN WITHIN TRACTS D, H, AND G OF BAREFOOT LAKES – FILING NO. 7A IS HEREBY GRANTED TO THE ADJACENT LOT OWNERS FOR THE PURPOSE OF ACCESSING, INSPECTING, MAINTAINING, AND REPAIRING PRIVATE WATER FACILITIES.

10. TRACTS A–H AND J–M ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.

11. OWNER HEREBY DEDICATES 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 FOR ACTIVE AND PASSIVE RECREATIONAL USES AT ANY TIME AND FROM TIME TO TIME, SUBJECT HOWEVER TO REASONABLE RULES AND REGULATIONS ADOPTED BY THE OWNER(S) OF SUCH TRACT(S).

SUBDIVISION DATA TABLE

	TOTALS
GROSS AREA	154.548 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	1.540 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	148
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	90
TOTAL NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	238
NUMBER OF SUPER BLOCKS	0
NUMBER OF TRACTS	18
AREA OF ROW	26.546 ACRES
AREA OF TRACTS	108.444 ACRES
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	19.558 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	12.170 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	2,700 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	8,023 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	5,362 SQUARE FEET

TRACT USE SUMMARY TABLE

TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER*	MAINTAINED BY
A	19,959	0.458	ACCESS/UTILITY	SVLMD	SVLMD
B	17,524	0.402	ACCESS/UTILITY	SVLMD	SVLMD
C	14,904	0.342	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
D	25,850	0.593	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
E	3,190	0.073	UTILITY	SVLMD	SVLMD
F	38,774	0.890	ACCESS/UTILITY	SVLMD	SVLMD
G	33,669	0.773	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
H	154,680	3.551	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
I	120,660	2.770	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
J	2,141	0.049	OPEN SPACE/LANDSCAPING	SVLMD	SVLMD
K	23,611	0.542	ACCESS/UTILITY	SVLMD	SVLMD
L	15,593	0.358	OPEN SPACE/LANDSCAPING	SVLMD	SVLMD
M	323,244	7.421	DRAINAGE	SVLMD	SVLMD
N	82,535	1.895	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
O	1,087,178	24.958	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
P	2,651,509	60.870	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
Q	61,074	1.402	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
R	47,781	1.097	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
TOTAL	4,723,876	108.444			

SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

* TRACTS WITH OWNER SHOWN AS SVLMD ARE TO BE DEEDED TO SVLMD FOLLOWING RECORDATION OF THE PLAT

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	89°11'16"	12.00'	18.68'
C2	90°00'00"	12.00'	18.85'
C3	90°00'00"	12.00'	18.85'
C4	90°00'00"	12.00'	18.85'
C5	90°00'00"	12.00'	18.85'
C6	90°00'00"	10.00'	15.71'
C7	90°00'00"	10.00'	15.71'
C8	90°00'00"	10.00'	15.71'
C9	42°57'17"	58.00'	43.48'
C10	90°00'00"	12.00'	18.85'
C11	90°00'00"	12.00'	18.85'
C12	90°00'00"	12.00'	18.85'
C13	90°00'00"	12.00'	18.85'
C14	90°00'00"	12.00'	18.85'
C15	90°00'00"	12.00'	18.85'
C16	90°00'00"	10.00'	15.71'
C17	90°00'00"	12.00'	18.85'
C18	90°00'00"	12.00'	18.85'
C19	90°00'02"	10.00'	15.71'
C20	90°00'00"	12.00'	18.85'
C21	90°00'00"	12.00'	18.85'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C22	90°00'00"	12.00'	18.85'
C23	90°00'00"	5.00'	7.85'
C24	90°00'00"	5.00'	7.85'
C25	90°00'00"	12.00'	18.85'
C26	90°00'00"	10.00'	15.71'
C27	90°00'00"	10.00'	15.71'
C28	90°00'00"	10.00'	15.71'
C29	90°00'00"	10.00'	15.71'
C30	90°00'00"	10.00'	15.71'
C31	90°07'26"	10.00'	15.73'
C32	90°00'00"	10.00'	15.71'
C33	90°00'00"	10.00'	15.71'
C34	90°00'00"	5.00'	7.85'
C35	90°00'00"	5.00'	7.85'
C36	90°00'00"	5.00'	7.85'
C37	90°00'00"	5.00'	7.85'
C38	90°00'00"	5.00'	7.85'
C39	90°00'00"	5.00'	7.85'
C40	90°00'00"	5.00'	7.85'
C41	90°00'00"	5.00'	7.85'
C42	90°00'00"	5.00'	7.85'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C43	90°00'00"	10.00'	15.71'
C44	90°00'00"	10.00'	15.71'
C45	90°00'02"	10.00'	15.71'
C46	90°08'59"	9.99'	15.71'
C47	39°13'16"	37.00'	25.33'
C48	41°32'53"	63.00'	45.68'
C49	90°00'00"	5.00'	7.85'
C50	90°00'00"	5.00'	7.85'
C51	90°00'00"	5.00'	7.85'
C52	90°00'00"	5.00'	7.85'
C53	90°00'00"	5.00'	7.85'
C54	90°00'00"	5.00'	7.85'
C55	90°00'00"	5.00'	7.85'
C56	90°00'00"	5.00'	7.85'
C57	90°00'00"	5.00'	7.85'
C58	90°00'00"	5.00'	7.85'
C59	88°03'32"	5.00'	7.68'
C60	1°56'28"	1200.00'	40.66'
C61	90°00'00"	5.00'	7.85'
C62	90°00'00"	5.00'	7.85'

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°58'33"E	1353.52'
L2	S89°47'17"W	4.00'
L3	N00°12'43"W	60.00'
L4	N89°47'17"E	4.00'
L5	S89°47'17"W	4.00'
L6	N00°12'43"W	60.00'
L7	N89°47'17"E	4.00'
L8	N00°12'43"W	192.43'
L9	S89°47'17"W	106.38'
L10	N00°12'43"W	90.00'
L11	S89°47'17"W	36.00'
L12	N00°12'43"W	26.00'
L13	N00°12'43"W	129.51'
L14	S00°12'43"E	80.00'
L15	S89°47'17"W	52.00'
L16	N43°05'55"W	35.97'
L17	N00°12'43"W	195.20'
L18	N89°47'17"E	127.00'
L19	S00°12'43"E	153.08'
L20	N00°12'43"W	2225.03'

LINE TABLE

LINE	BEARING	LENGTH
L21	N89°47'17"E	40.00'
L22	N00°12'43"W	4.00'
L23	N89°47'17"E	60.00'
L24	S00°12'43"E	4.00'
L25	N00°12'43"W	4.00'
L26	N89°47'17"E	80.00'
L27	S00°12'43"E	4.00'
L28	S00°12'43"E	80.00'
L29	S89°47'17"W	177.28'
L30	S88°59'32"W	136.69'
L31	S87°33'14"W	243.13'
L32	S00°12'43"E	110.00'
L33	S89°47'17"W	525.00'
L34	S00°17'01"E	29.42'
L35	S88°59'37"W	209.44'

COLORADO LICENSED ANTHONY K. PEALL 38636 PROFESSIONAL LAND SURVEYOR

FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK

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Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
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GENERAL NOTES ~ SHEET 2 of 11

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AzTec Proj. No.: 54822-19 Drawn By: GLW

DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790–6604

DATE OF PREPARATION:	2023-10-17
SCALE:	N/A

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

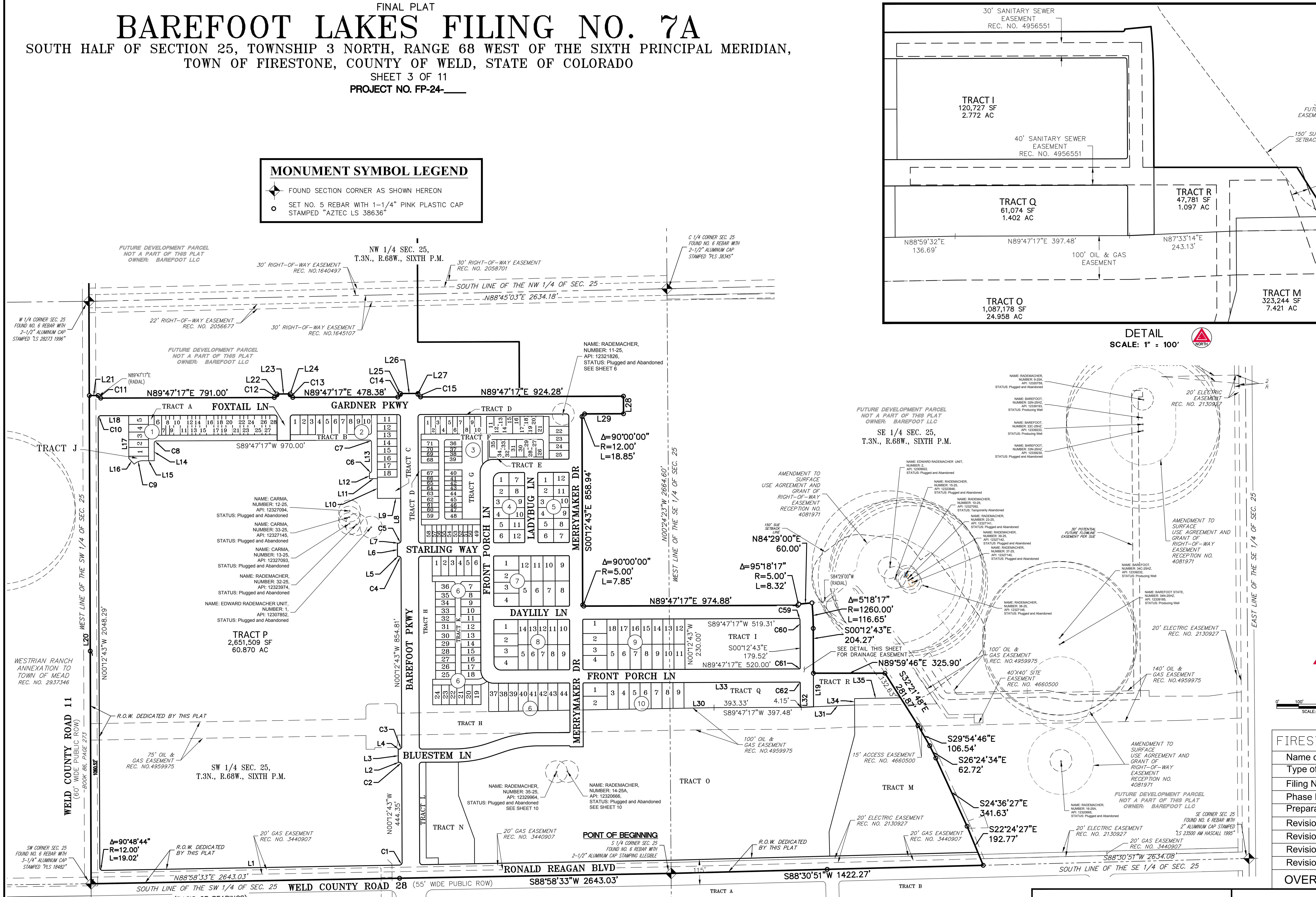
SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-____

MONUMENT SYMBOL LEGEND

FOUND SECTION CORNER AS SHOWN HEREON

SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"



LEGEND

U.E. = UTILITY EASEMENT
D.U.E. = DRAINAGE & UTILITY EASEMENT
U.A.E. = ACCESS & UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
W.U.E. = WATER SERVICE & UTILITY EASEMENT
(NR) = NON-RADIAL
S.V.S.D. = ST. VRAIN SANITATION DISTRICT

SEE SHEET 2 FOR LINE AND CURVE TABLES

SCALE: 1" = 200'

38636 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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OVERALL PAGE ~ SHEET 3 of 11

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FINAL PLAT

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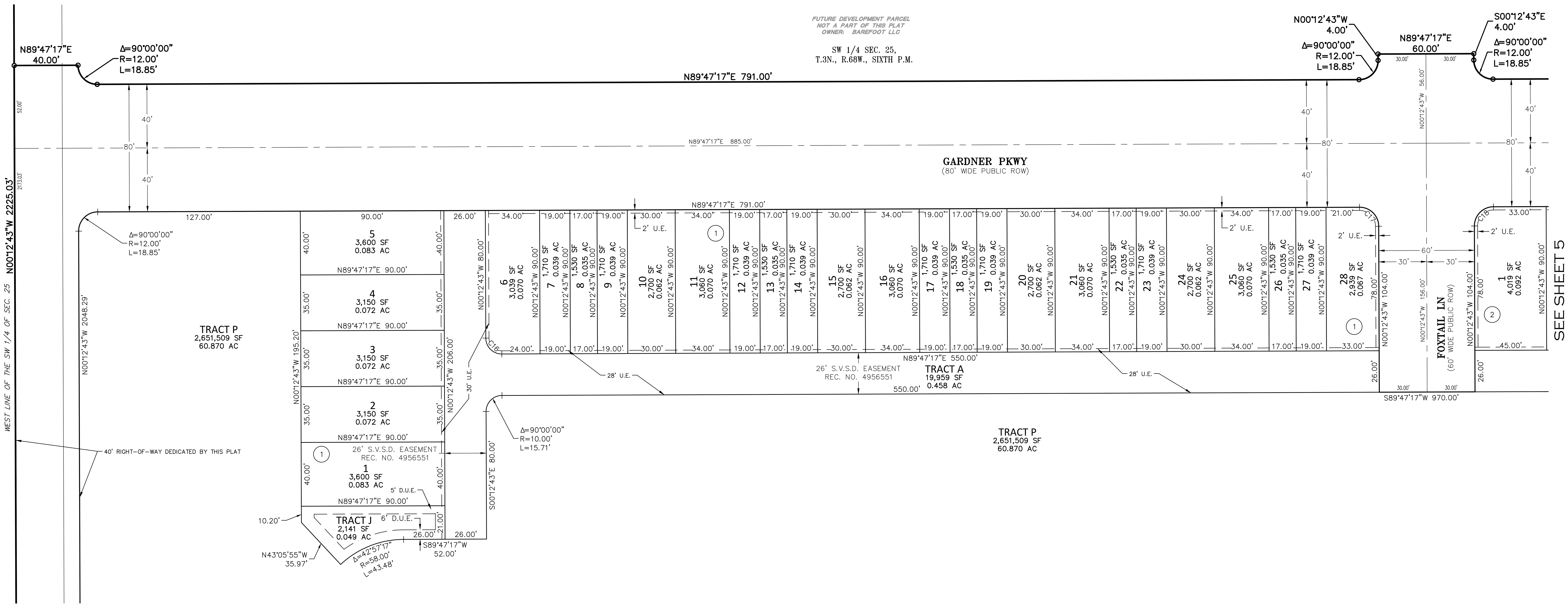

SEE SHEET 3

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LEGEND

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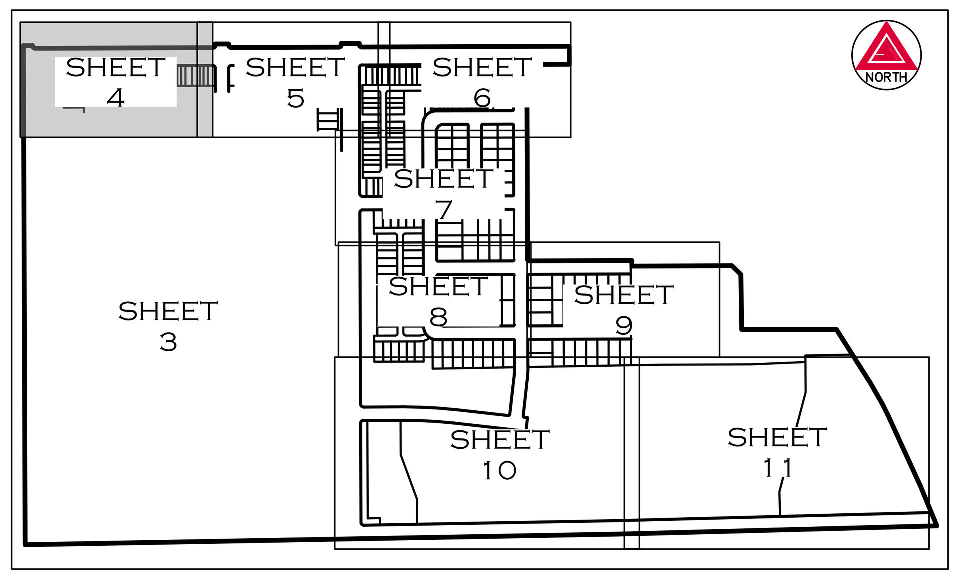

KEY MAP
N.T.S.

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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LOT DETAIL PAGE ~ SHEET 4 of 11

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SCALE:	1" = 30'

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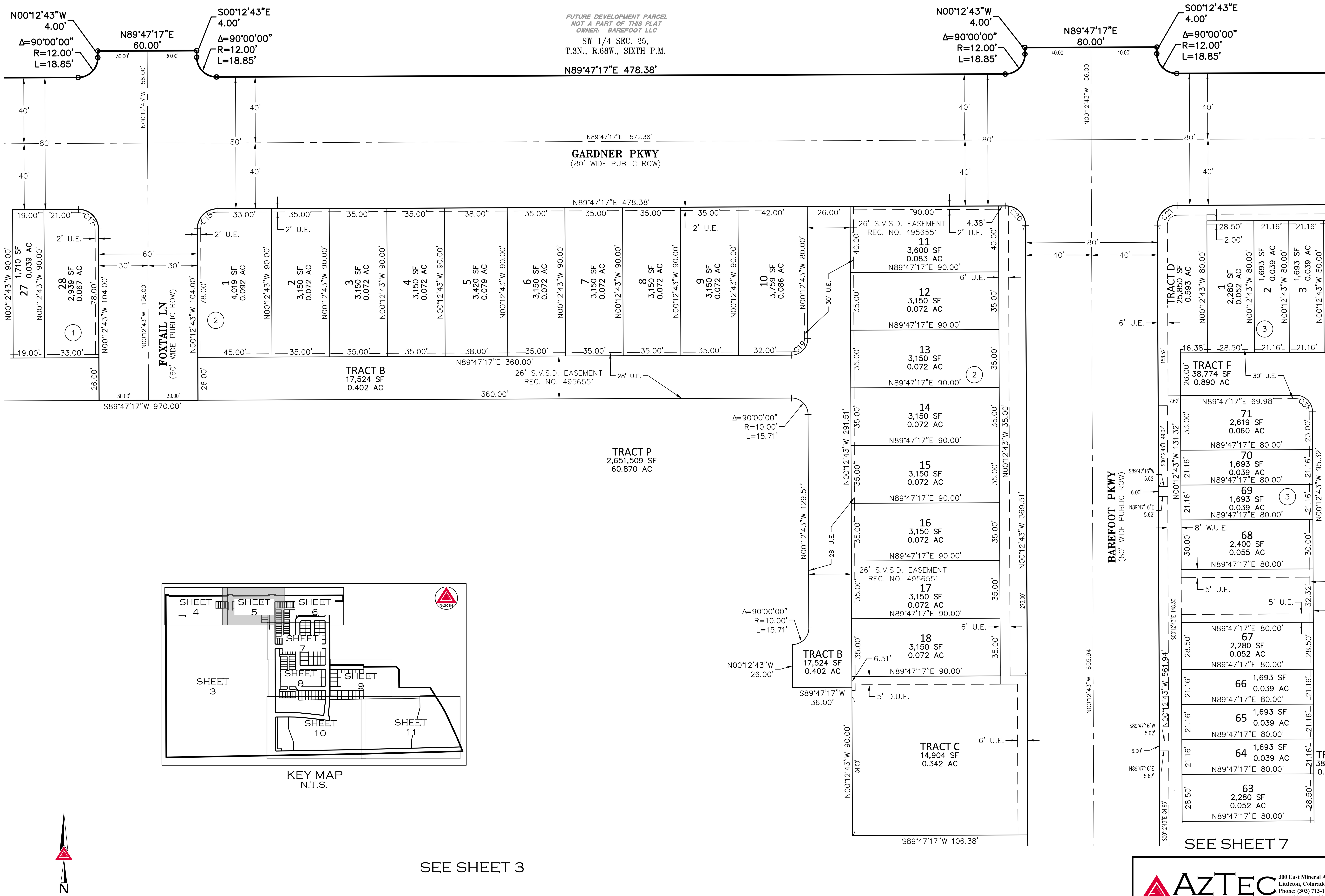

SEE SHEET 2
FOR LINE
AND CURVE
TABLES

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- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

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Revision Date	2024/06/18
Revision Date	2024/07/01

LOT DETAIL PAGE ~ SHEET 5 of 11

AZTEC CONSULTANTS, INC.
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Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 54822-19
Drawn By: GLW

DEVELOPER
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

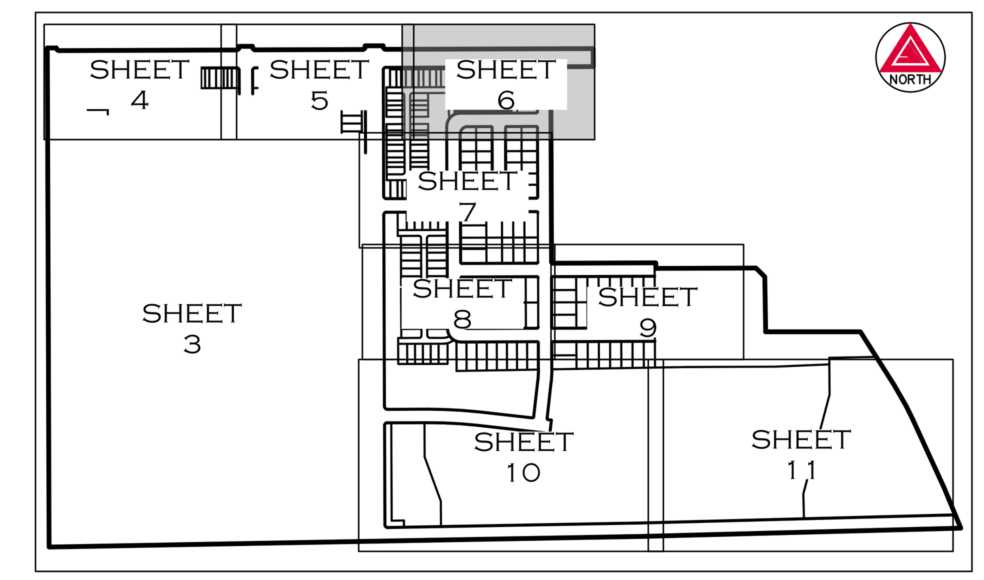
DATE OF PREPARATION:	2023-10-17
SCALE:	1" = 30'

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-____



KEY MAP
N.T.S.

MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

U.E. = UTILITY EASEMENT
D.U.E. = DRAINAGE & UTILITY EASEMENT
U.A.E. = ACCESS & UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
W.U.E. = WATER SERVICE & UTILITY EASEMENT
(NR) = NON-RADIAL
S.V.S.D. = ST. VRAIN SANITATION DISTRICT

SCALE: 1" = 30'

COLORADO LICENSED ANTHONY PEALL PROFESSIONAL LAND SURVEYOR 38636

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
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LOT DETAIL PAGE ~ SHEET 6 of 11

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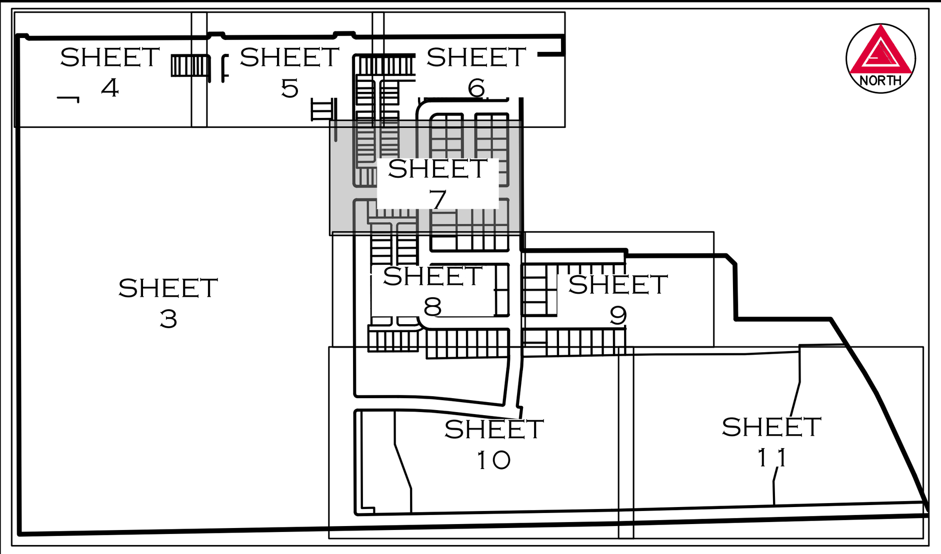
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PROJECT NO. FP-24-____



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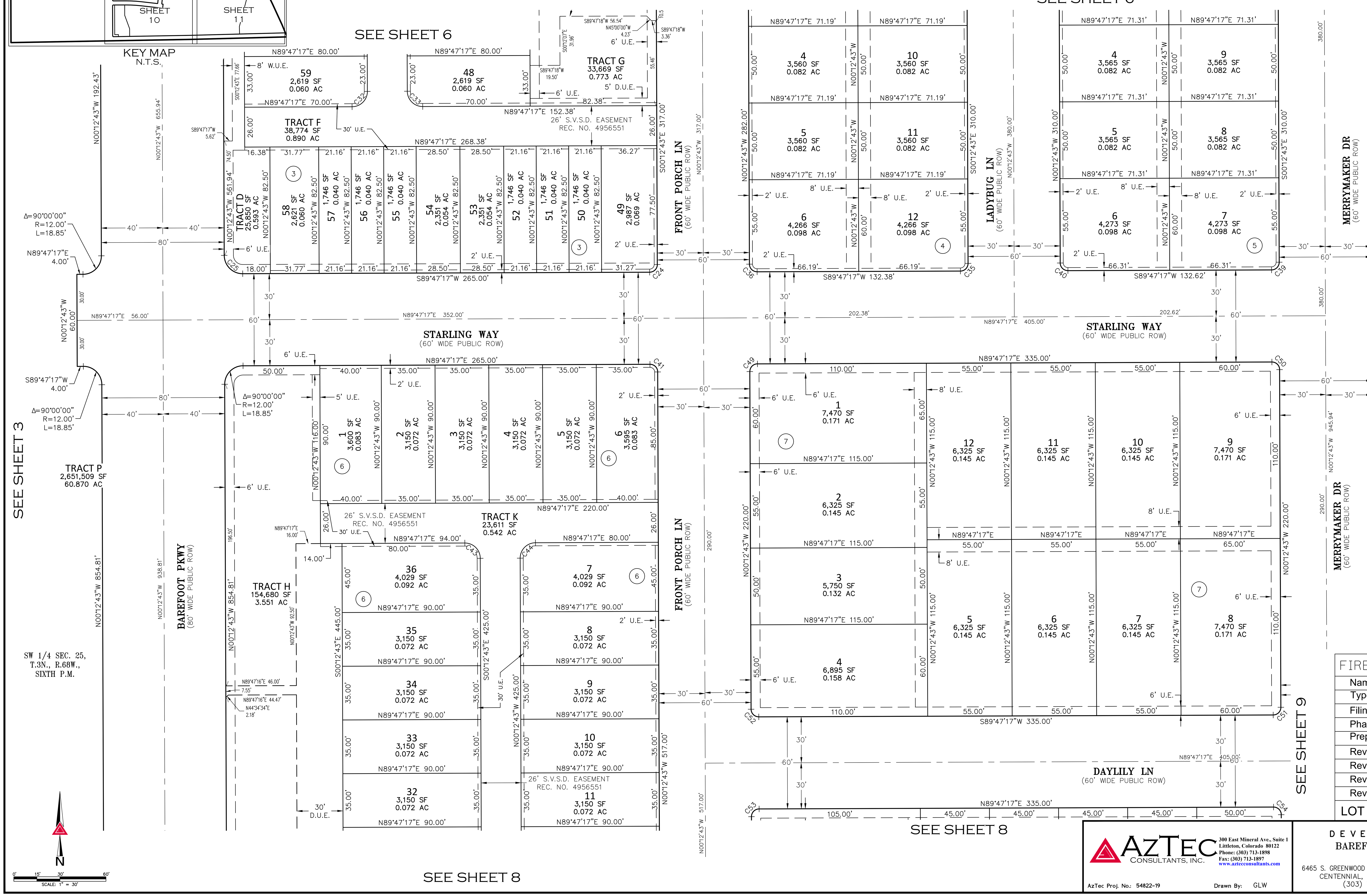

SEE SHEET 2 FOR LINE AND CURVE TABLES

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COLORADO LICENSED ... 38636 PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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DATE OF PREPARATION:	2023-10-17
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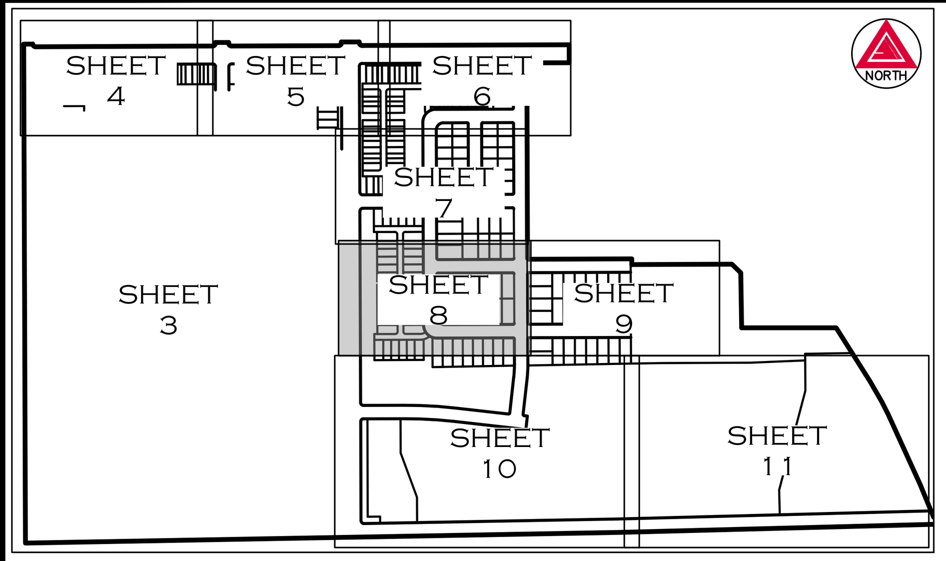
SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 8 OF 11

PROJECT NO. FP-24-____



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COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38636

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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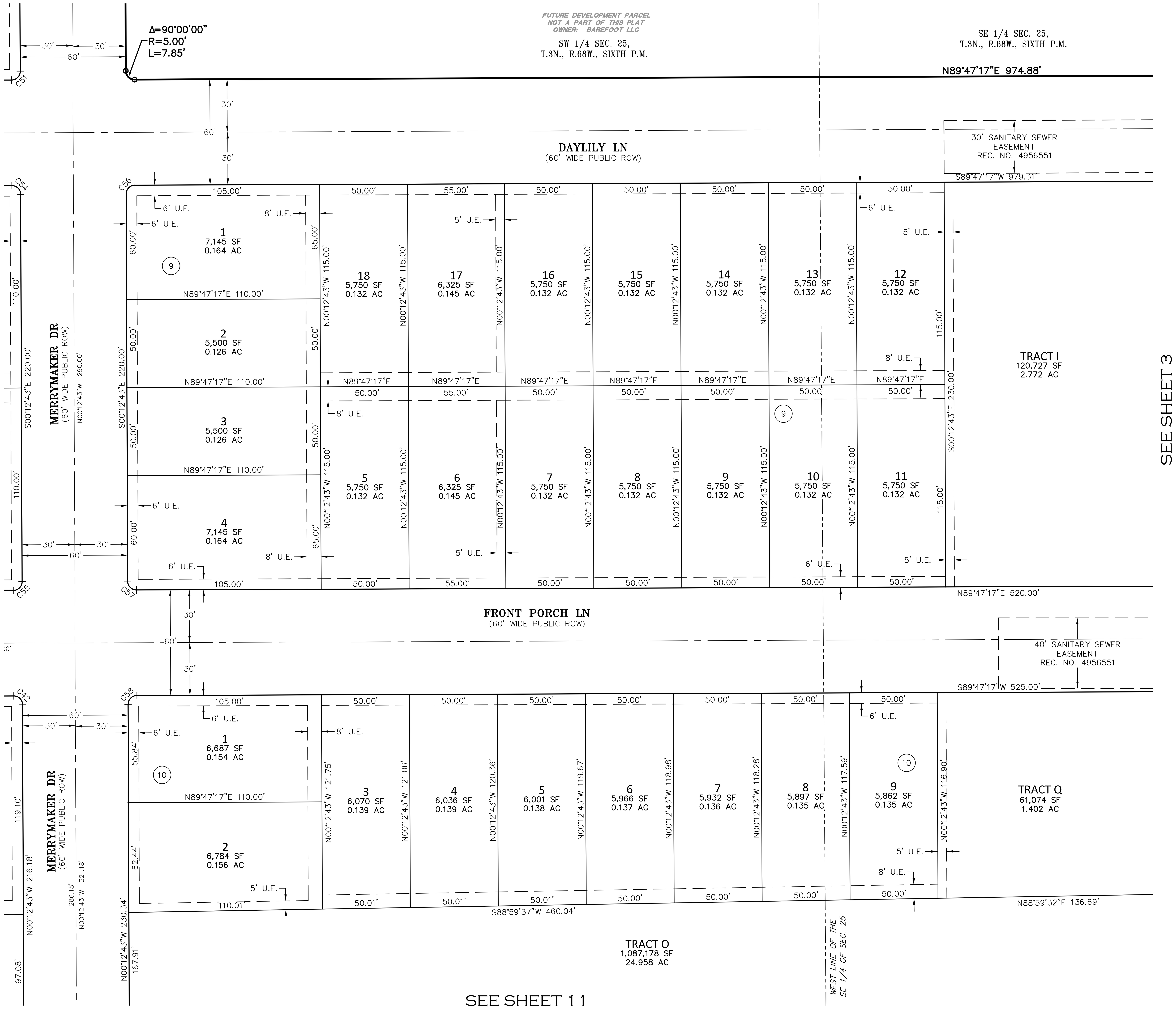

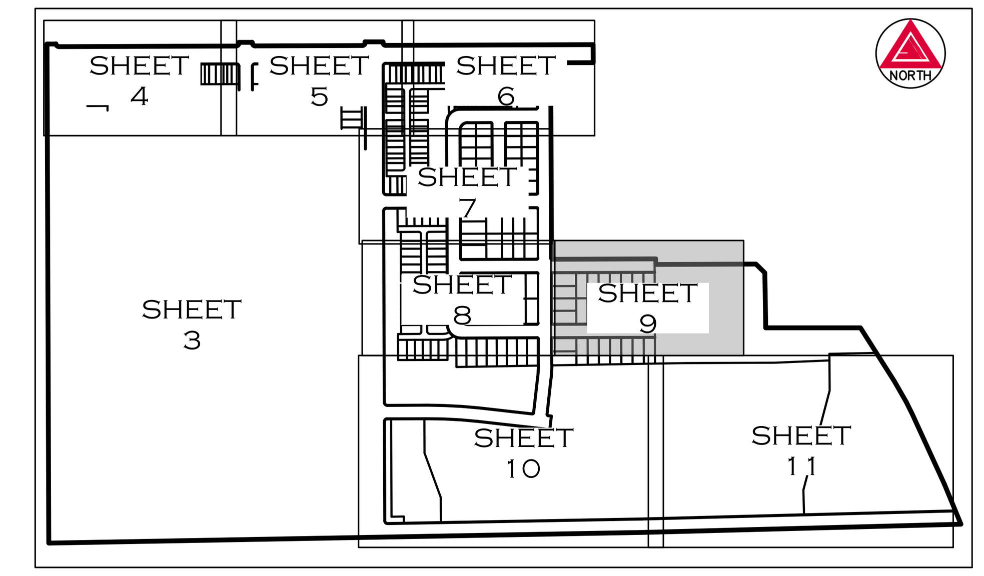

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SEE SHEET 2 FOR LINE AND CURVE TABLES

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38636

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LOT DETAIL PAGE ~ SHEET 9 of 11

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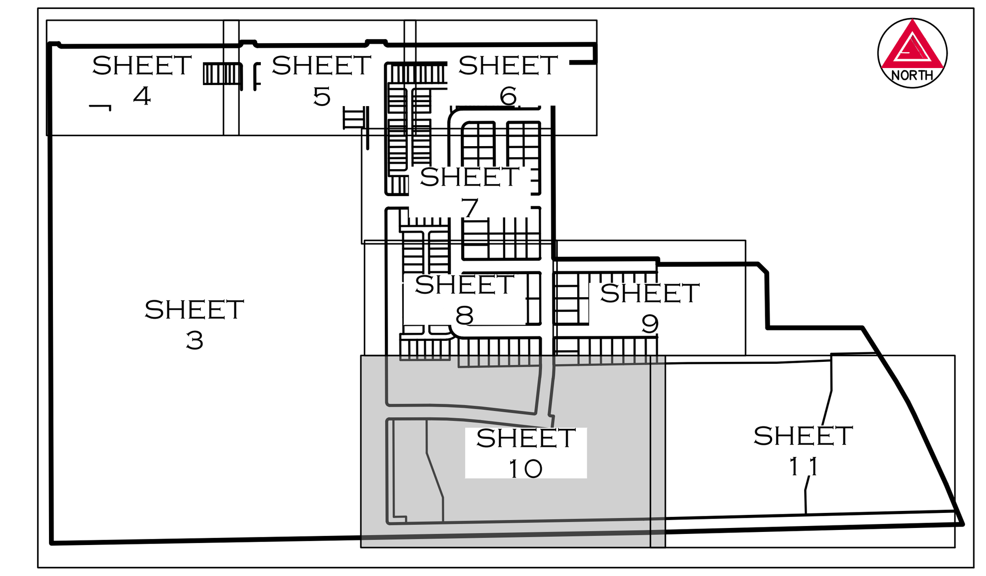

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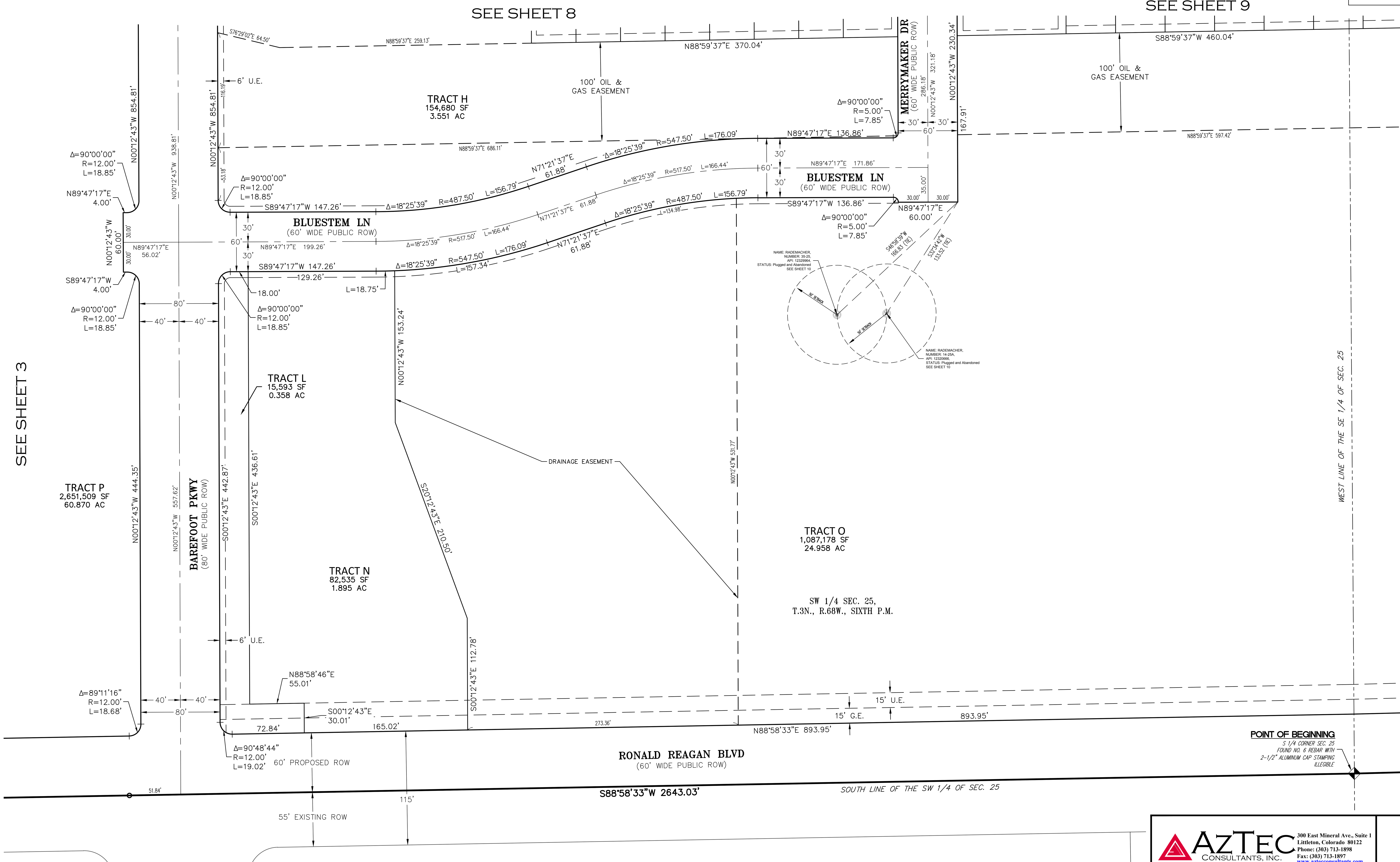

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N

SCALE: 1" = 50'

COLORADO LICENSED
38636
PROFESSIONAL LAND SURVEYOR
FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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SHEET 11 OF 11

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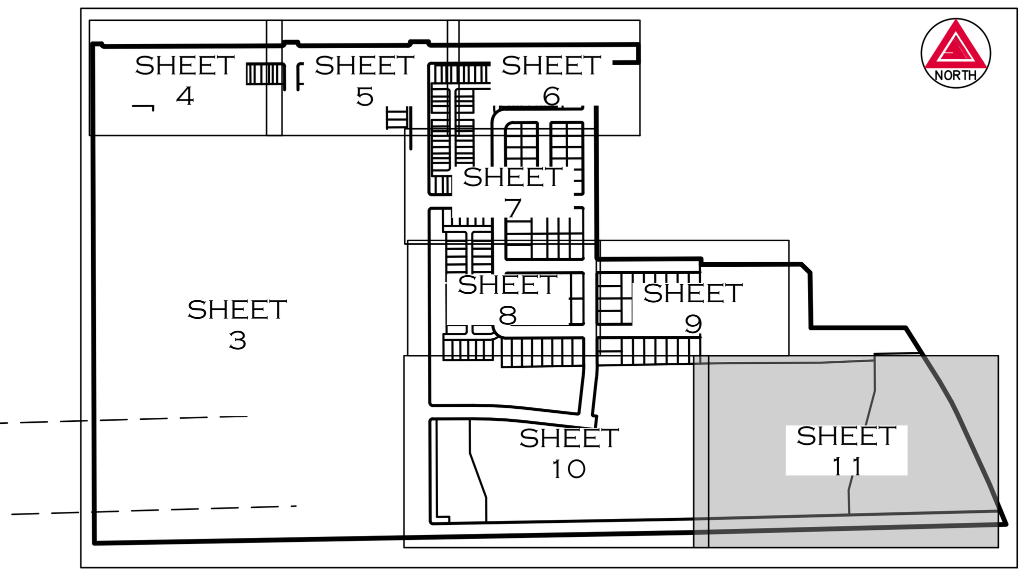

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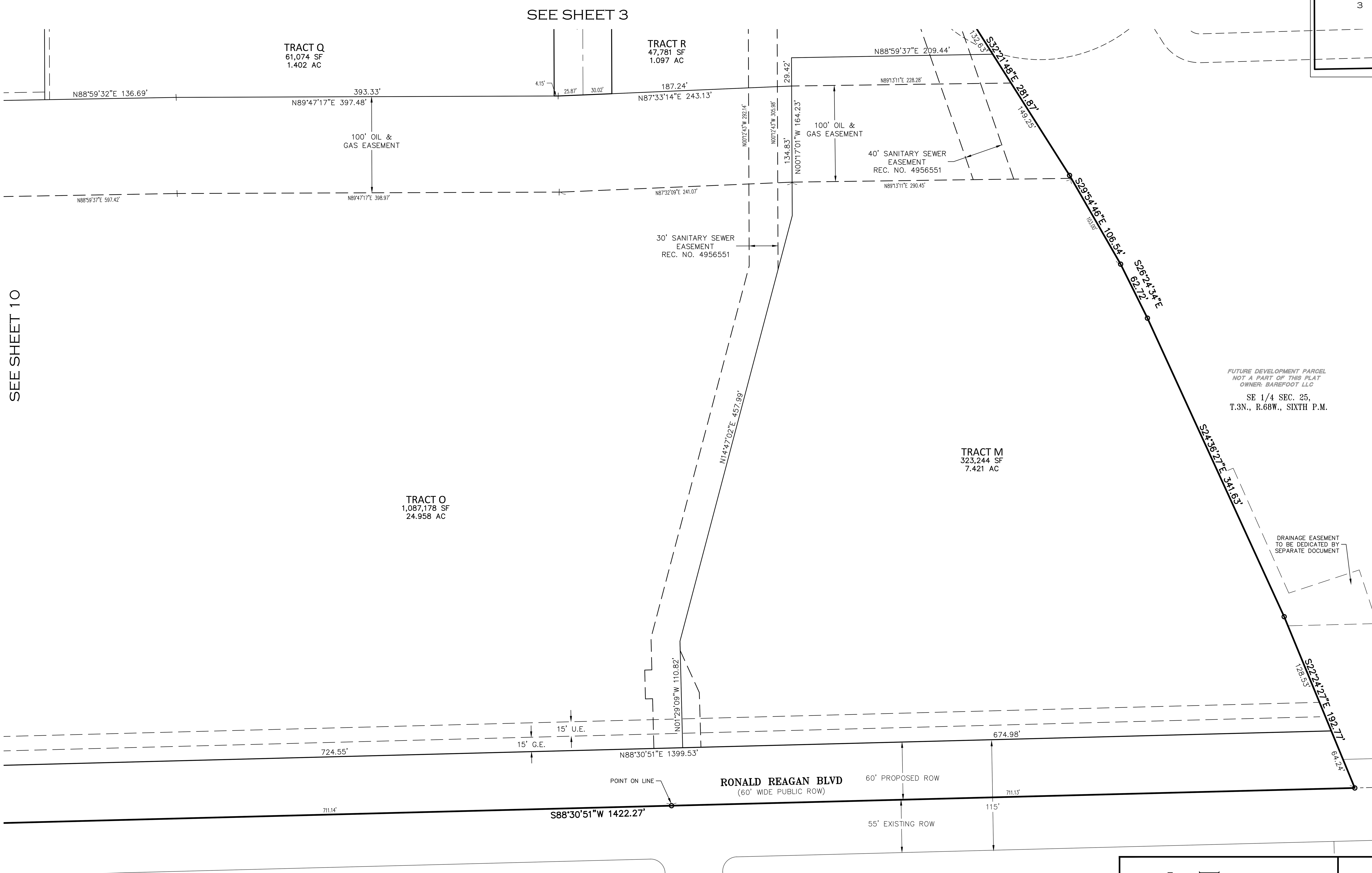

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COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38636

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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SHEET 11 OF 11	

BAREFOOT LAKES FILING 7A
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 **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for Barefoot Lakes Filing 7A ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, the real property included in the Subdivision is subject to is subject to that certain Annexation Agreement dated May 27, 2015 among Subdivider, Town, and St. Vrain Lakes Metropolitan District Nos. 1-4 recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149332 (as amended, the "Annexation Agreement") and that certain Development and Vested Rights Agreement (Barefoot Lakes Annexation) dated May 27, 2015 between Brookfield, Town, and St. Vrain Lakes Metropolitan District Nos. 1-4 recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 414933314 ("Development/Vesting Agreement") and together with the Annexation Agreement, the "Agreements")Town and Subdivider have entered into a Development and Vested Rights Agreement for the Barefoot Lakes Annexation dated May 27, 2015 (the "DVR Agreement"), which agreement was recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149333; and

WHEREAS, 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 approved by the Little Thompson Water District.

M. Wastewater Improvements

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

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.

4. Owner agrees that all construction shall be in conformance with any and all

National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.

5. Owner shall be responsible for obtaining a Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.

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

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

O. Landscape Improvements

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

P. Utility Coordination and Installation

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

Q. Underdrains

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

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

R. Maintenance Definition

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

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

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

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete "as-built" drawings in a form as defined in Firestone's current Standards and

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

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

B. Maintenance of Improvements

1. **Warranty**

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

2. **Maintenance of Improvements**

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

C. Final Acceptance

At least thirty (30) days before the Warranty Period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within the Warranty Period or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

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

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

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

B. Improvement Guarantee

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

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

   a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."

   b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."

   c) Upon Initial Acceptance of Common Facilities: 0%.

   d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."

3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

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

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

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

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

5. **Building Permit Restrictions**

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

a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.

b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

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

c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

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

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

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

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

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

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

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

B. Operation of Construction Equipment

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

IX. SPECIAL PROVISIONS

A. Transportation

<u>Colorado Boulevard (WCR 13)</u>
Pursuant to the Barefoot Lakes Master Traffic Impact Study dated August 9, 2022, a mast arm traffic signal shall be installed at the intersections of Ronald Reagan Blvd (WCR 28) and Colorado Blvd (WCR 13) with this development.

<u>Ronald Reagan Boulevard (WCR 28)</u>
In accordance with Exhibit F of the Annexation Agreement, the north half of the Town's ultimate five-lane arterial road for Ronald Reagan Blvd (WCR28) from Barefoot Lakes Parkway to Birch Street (WCR 11) and a mast arm traffic signal at Ronald Reagan Blvd (WCR 28) and WCR 9.5 shall be constructed with this development. In addition, the intersection of Ronald Reagan Blvd (WCR 28) and Barefoot Lakes Parkway shall be signalized to provide an emergency access signal on Ronald Reagan Blvd (WCR 28) for the Fire Station planned on the northeast corner of the intersection.

As part of the Barefoot Lakes Filing 6 Subdivision Agreement and Ronald Reagan Boulevard Development Agreement, Owner agreed to construct the intersection of Colorado Blvd (WCR 13) and Ronald Reagan Blvd (WCR 28). Owner has not completed those improvements in accordance with those agreements and therefore agrees to provide a letter of credit for one-hundred and fifteen percent (115%) of the estimated construction cost of the intersection including the mast arm traffic signal at the intersection as shown in Exhibit B. This letter of credit shall be reduced and released in accordance with Section VI of this agreement. Up to eighty (80) building permits for this development may be issued prior to these improvements receiving Initial Acceptance.

<u>WCR 9.5</u>
Pursuant to the Barefoot Lakes Master Traffic Impact Study dated August 9, 2022, a second northbound left-turn lane shall be installed at WCR 9.5 and SH 66 and a mast arm traffic signal shall be installed at the intersection of WCR 9.5 and Barefoot Lakes Parkway with this development.

Birch Street (WCR 11)
In accordance with Section 17.a of the Annexation Agreement, the Town's ultimate collector road for Birch Street (WCR 11) from Ronald Reagan Boulevard (WCR 28) to SH 66 shall be constructed with this development. In addition, pursuant to the Barefoot Lakes Master Traffic Impact Study dated August 9, 2022, a mast arm traffic signal shall be installed at the intersections of Birch Street (WCR 11) and SH 66.

B. Phasing Map ("Exhibit D")
This Development shall be constructed as a single phase.

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

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

E. Maintenance of Parks, Trails, Open Space and Landscaping
Tracts {_} shall be maintained by the Obligated Entity.

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

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

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

I. Impact Fees
In accordance with Section 3.20 of the Code, Owner shall pay to the Town, at the time of building or utility permit issuance for each lot or tract of land platted of record within the Development, the drainage impact fee at such rate as established in the fee schedule adopted by the Board of Trustees by ordinance currently in effect as of the date of payment. The Town will not issue a building permit for any improvements on any lots or tracts within the Development until the applicable drainage impact fees for all such parcels of land have been paid in full.

J. Disclosure Statements

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

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

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

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

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

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public

Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

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

E. Recording Agreement

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

F. Binding Effect of Agreement

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

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without

Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:	Owner:
Town of Firestone Town Manager 9950 Park Avenue Firestone, CO 80504	{Owner Name} {Onwer's Contact Name & Title} {Owner's Address} {Owner's City, State Zip Code}
William P. Hayashi Williamson and Hayashi, LLC 1650 38th Street, Suite 103 Boulder, CO 80301	{Owner's Attorney Name} {Onwer's Attorney's Firm} {Firm's Address} {Firm's City, State Zip Code}

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

J. Force Majeure

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

K. Approvals

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

L. Previous Agreements

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

M. Title and Authority

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

N. Severability

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

O. Legal Fees; Venue

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

P. Agreement Status After Final Acceptance

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

Q. Enforceability

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: ___________________________________
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By:______________________________
{Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF ______________)
) ss.
COUNTY OF ____________)

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

Witness my hand and official seal.

My commission expires: _________________________

(SEAL) ____
Notary Public

EXHIBITS LIST

EXHIBIT A – BAREFOOT LAKES FILING 7A 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

<u>EXHIBIT A</u>

Barefoot Lakes Filing 7A Final Plat

<u>EXHIBIT B</u>

Public Improvement Schedule

<u>EXHIBIT C</u>

Public Improvement Reimbursement and Fee In Lieu Schedule

Fee In Lieu due Firestone:

1.

<u>EXHIBIT D</u>

Phasing Plan

This Development shall be constructed as a single phase.

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

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

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

PROPERTY WITHIN DISTRICT

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

PROPERTY <u>WITHOUT</u> DISTRICT

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

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

____
Purchaser

____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

WITNESS my hand and official seal.

My commission expires:_____________________________

____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

WITNESS my hand and official seal.

My commission expires:_____________________________

____
Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

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

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

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

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

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

____
Purchaser

____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

Witness my hand and official seal.

My Commission expires ________________________.

____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

Witness my hand and official seal.

My Commission expires ________________________.

____
Notary Public

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE
COLORADO

</td>
<td>

AIM No.: 6.a

Proclamation

Meeting Date: July 10, 2024

Initiated By:

Department: Town Clerk

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AGENDA ITEM
National Parks and Recreation Month Proclamation

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

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE
COLORADO

</td>
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AIM No.: 7.a

Land Development

Meeting Date: July 10, 2024

Initiated By:

Department: Planning & Development

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AGENDA ITEM
Ordinance 1045: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ENACTING CHAPTER 14, SPECIAL DISTRICTS OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

SUMMARY
Approval of Ordinance 1045 will establish a municipal code-based model for future preparation of metro district service plans. Town staff has previously sought Board of Trustees direction for preparation of the model plan, and as proposed this model plan is consistent with that guidance. Special District special counsel will be present at the meeting to explain the ordinance.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
Over the course of the last few years, Town staff has been working with special district applicants to refine proposed model service plans. Ordinance 1045 codifies Board of Trustee direction for the preparation of service plans.

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

ATTACHMENTS
1. Ord 1045 Firestone - Special District
2. Town of Firestone Model Service Plan - single district (6.26.24)(67153204.6)
3. Town of Firestone Model Service Plan - multiple districts (6.26.24)(86093267.3)

ORDINANCE NO. 1045

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ENACTING CHAPTER 14, SPECIAL DISTRICTS OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, pursuant to Article 1, Title 32, Colorado Revised Statutes, as amended, the Town of Firestone, Colorado (the "Town") has the authority to approve service plans for title 32 districts that are organized wholly within the Town's boundaries; and

WHEREAS, the Board of Trustees of the Town (the "Board of Trustees") has determined that it is necessary and in the best interest of the Town and its inhabitants to set forth uniform procedures and limitations for the orderly creation and regulation of title 32 districts; and

WHEREAS, the Board of Trustees has determined that, in order to achieve the Board of Trustees' objective of authorizing title 32 districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of public improvements, it is necessary to enact Chapter 14, Special Districts, of Title 16 of the Firestone Municipal Code as follows.

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

Section 1. The forms of the model single district and multiple district service plans as have been presented to the Board are hereby approved.

Section 2. Chapter 14, Special Districts, of Title 16 of the Firestone Municipal Code, is hereby enacted to read as follows:

" TITLE 16 – FIRESTONE DEVELOPMENT CODE
CHAPTER 14 - SPECIAL DISTRICTS

ARTICLE I. IN GENERAL

16.14.1 - Short Title.

This chapter shall be known and may be cited as the "Special District Ordinance."

16.14.2 - Legislative Declaration and Intent.

(a) The Board of Trustees recognizes that the general assembly has adopted legislation for the organization of title 32 districts to facilitate the elimination of the overlapping of services provided by local governments and the double taxation that may occur because of annexation or otherwise when all of the taxable property of a title 32 district lies within the boundaries of the town.

(b) The Board of Trustees declares that the primary purpose of title 32 districts within the Town shall be to fund the local and regional public improvements and facilities necessary for the development of private property. Title 32 districts may provide for the continued operation and maintenance of such improvements and facilities only as provided in their respective Approved Service Plans and intergovernmental agreements with the Town.

(c) The Board of Trustees, in furtherance of the best interests of the Town and the preservation and protection of the health, safety, prosperity, security, and general welfare of Town residents declares its intent to:

(1) Prevent the activities of title 32 districts from impacting the Town's ability to provide core services;

(2) Ensure that the cost burden of infrastructure in newly developed areas is placed upon those benefiting from such infrastructure improvements;

(3) Prevent the shifting of development risk to non-developers;

(4) Minimize the likelihood of excessive tax and fee burdens upon Town residents located within title 32 districts;

(5) Require facilities and services to be provided efficiently;

(6) Prevent the shifting of costs of title 32 districts to residents of the Town who do not live within the geographic boundaries of a title 32 district; and

(7) Permit the use of title 32 districts to serve only those residential, commercial, or industrial developments that will enhance the quality of the entire community.

(d) The Board of Trustees further declares that it recognizes that the formation of title 32 districts requires the Board of Trustees to adopt procedures for the orderly processing of proposals for the organization of these districts in order to protect the health, safety, prosperity, security, and general welfare of Town residents.

16.14.3 - Application of State Statute.

In addition to the power, authority, and protections set forth in this article, the Board of Trustees shall have all the power, authority and protections granted to municipalities by C.R.S. Title 32, Article I (C.R.S. § 32-1-101 et seq.), in effect as of the effective date of the ordinance from which this article derives and as amended from time to time; provided, however, where any conflicts exist between such state statute and this article, such inconsistencies are specifically intended and the provisions of this article shall control, it being the intention that all requirements for the processing of proposed service plans for title 32 districts within the Town's boundaries are contained or referenced in this chapter.

16.14.4 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved Development Plan means a site plan or final development plan or other process established by the Town for identifying, among other things, public improvements necessary for facilitating development for property within a Title 32 District service area as approved by the Town pursuant to the Town's Municipal Code and as amended pursuant to the Town's Municipal Code from time to time.

Approved Service Plan or *Service Plan* means any Title 32 District service plan or amended service plan that has been approved by resolution of the Board of Trustees in accordance with the provisions of this chapter.

Board of Trustees means the Town of Firestone's Board of Trustees.

Debt means bonds or other obligations for the payment of which one or more Title 32 Districts with an Approved Service Plan promised to impose an ad valorem property tax mill levy.

Department means the Planning and Development Department, or any successor department.

Model Service Plan means the Town's model Title 32 District service plan as approved by the Board of Trustees in accordance with the provisions of section 16.14.20(a).

Petitioner means any person proposing the organization of a Title 32 District.

Proposed Service Plan means any Title 32 District Model Service Plan or amended Model Service Plan filed with the Department that (i) has not yet been approved or disapproved by resolution of the Board of Trustees, or (ii) has been conditionally approved by resolution of the Board of Trustees subject to the inclusion of such amendments or additional information as stated therein.

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, except as specifically limited in the Service Plan of a Title 32 District to serve the future taxpayers and inhabitants of the service area as determined by the board of directors of the Title 32 District.

Regional Improvements means a Public Improvement required by an Approved Development Plan for a Title 32 District for a project that lies outside of the Title 32 District's boundaries and have a regional benefit beyond the project to properties not included within the Title 32 District.

Special District Act means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

Title 32 District means a quasi-municipal corporation and political subdivision proposed, organized, or acting pursuant to the provisions of this chapter and the Colorado Special District Act, C.R.S. § 32-1-101 et seq., or any successor act.

Town O&M Mill Levy means three (3) mills, to be imposed and collected by the Title 32 District for purposes of defraying the Town's ongoing operations and maintenance expenses associated with Public Improvements within or without the boundaries of the Title 32 District and which directly benefits the taxpayers, property owners, and residents of the Title 32 District, as further described in 16.14.5 below.

16.14.5 – Town O&M Mill Levy.

(a) (1) Commensurate with the initial imposition of a debt service mill levy, as defined in the Model Service Plan, Title 32 Districts agree to impose the Town O&M Mill Levy. Any Title 32 District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the Title 32 District first imposes a debt service mill levy and shall not be required to be imposed prior to such date.

(2) 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 an intergovernmental agreement between the Title 32 District and the Town. Revenues generated by the Town O&M Mill Levy and the Title 32 District's obligation to remit said revenues to the Town on an annual basis, as required by the Service Plan and 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.

(3) Any Title 32 District may, pursuant to an intergovernmental agreement with the Town, extend the term for application of the Town O&M Mill Levy beyond the years set forth in subsections (1) and (2) above. The maximum mill levy imposition term, as defined in the Model Service Plan, shall include the terms set forth in subsections (1) and (2) above and any extension of the term as approved in an intergovernmental agreement as described herein.

(4) All mills described in this definition shall be subject to adjustment as follows: on or after January 1 following the date of approval of the Service Plan for the applicable Title 32 District, unless otherwise determined by the Board of Trustees, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; any such mill levy may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Title 32 District board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes

occurring after January 1 following the date of approval of the service plan, unless otherwise determined by the Board of Trustees, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Other than the Town O&M Mill Levy, the Title 32 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 developed for residential uses that exceeds 40 years after the year of the initial imposition of such mill levy unless a majority of the board of directors of the Title 32 District are residents of such district and have voted in favor of a refunding of a part or all of the debt. Any amount of principal or accrued interest that remains unpaid upon the expiration of the maximum term for imposition of the applicable mill levy on a particular property developed for residential uses shall be deemed to be forever discharged (the "termination date") regardless of the amount of principal and interest paid prior to the termination date.

16.14.6 - Growth Limitations.

The Town shall not be limited in implementing Board of Trustees or voter approved growth limitations, even though such actions may reduce or delay development within a district or realization of district revenue.

ARTICLE II. SERVICE PLAN

16.14.20 - Filing of Proposed Service Plan.

(a) Model Service Plan. The Model Service Plan adopted by the Board of Trustees shall be available on the Town's website. The Model Service Plan may be amended from time to time by the Board of Trustees.

(b) Filing of Proposed Service Plan. Petitioner shall file a Proposed Service Plan and any relevant materials with the Department. Copies of the Proposed Service Plan and relevant materials must be submitted in a quantity and format acceptable to the Department.

(c) Compliance with Model Service Plan. The Proposed Service Plan shall substantially comply with the form and content of the Model Service Plan. Petitioner shall identify any deviation(s) from the Model Service Plan contained within the Proposed Service Plan and submit a filing contemporaneous with the Proposed Service Plan to the Department. Such filing shall provide a detailed explanation regarding the rationale and justification related to the requested deviation.

(d) Trustee Determination. Any material deviations must be approved by the Board of Trustees prior to the approval of the Service Plan. The Board of Trustees shall have the sole discretion to determine whether the Proposed Service Plan, given the circumstances, substantially complies with the form and content of the Model Service Plan and whether the Proposed Service Plan meets the requirements for approval.

(e) Application Fee. Petitioners shall pay to the Town a nonrefundable application fee at the time the Proposed Service Plan is filed. Such fee shall be in accordance with this Town Municipal Code.

(f) Outside Review and Additional Costs. In addition to the application fee, Petitioner shall pay all costs that the Town may reasonably incur in retaining outside counsel or consultants for the purpose of reviewing any Proposed Service Plan and any relevant materials, as well as any additional reasonable costs incurred by the Town, which are directly related to review of the Petitioner's Proposed Service Plan or associated materials.

16.14.21 - Contents of Proposed Service Plan.

The Proposed Service Plan shall contain the following information:

(a) Legal Description. A legal description of the proposed Title 32 District boundaries, a map of the proposed Title 32 District's boundaries, and a Town vicinity map.

(b) Powers, Improvements, and Services. A description of proposed powers, improvements, and services as well as an itemization of any costs which petitioner anticipates will be incurred by the Title 32 District for the construction of Public Improvements.

(c) Proof of Ownership. Proof of ownership and a listing of encumbrances on all properties within the Title 32 District in a form acceptable to the Town Attorney's office.

(d) Financial Requirements and Limitations.

(1) Mill Levy. The maximum mill levy, exclusive of the Town O&M Mill Levy, and maximum debt mill levy imposition term that the Title 32 District shall be permitted to impose upon the taxable property within such Title 32 District for the payment of Debt.

(2) Town O&M Mill Levy. The amount of the Town O&M Mill Levy that the Title 32 District will impose as set forth in section 16.14.5 of this chapter.

(3) Debt Limitation. Affirmation that any Debt of the Title 32 District, issued with a pledge or which results in a pledge, that exceeds the maximum debt mill levy or the maximum debt mill levy imposition term shall be deemed a material modification of such Title 32 District's Approved Service Plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of an amendment to the Approved Service Plan.

(4) Privately Placed Debt Limitation.

a. Prior to the issuance of any privately placed debt, the Title 32 District shall obtain the certification of an independent external certified financial advisor substantially certifying as follows:

1. The net effective interest rate (calculated as defined in C.R.S. § 32-1-103(12)) to be borne by the debt does not exceed a reasonable current tax-exempt or taxable interest rate, as appropriate, using criteria deemed appropriate by such advisor and based upon such advisor's analysis of comparable high yield securities; and

2. The structure of the debt, including maturities and early redemption provisions, is reasonable considering the financial circumstances of such district.

b. For purposes of this subsection (d)(4), "privately placed debt" includes any debt or annually appropriated obligation that is sold to a private entity, including financial institutions, developers, or other private entities, and for which no offering document related to such sale is required.

c. In no event shall debt that is privately placed with a developer or owner of the property to be benefitted with Public Improvements or annually appropriated obligation 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.

(5) Initial Debt Limitation. On or before the effective date of approval of an Approved Development Plan, the Title 32 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 Title 32 District's operating fund to its debt service funds; or

c. Impose and collect any fees used for the purpose of repayment of Debt.

(6) Total Debt Issuance Limitation. The Title 32 District shall not issue any Debt in an amount that exceeds the amount authorized in its Approved Service Plan. The Title 32 District shall only issue Debt with repayment terms within 40 years of the issue date of such Debt.

(7) Fee Limitation. The Title 32 District shall not impose upon or collect from property owned or occupied by an end user any fee related to the funding of costs of a capital nature that has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an end user. For

purposes of this subsection, “end user” means any owner, or tenant of any owner, of any improvement within the Title 32 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. The business entity that constructs homes or commercial structures is not an end user. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any fee imposed upon or collected from property for the purpose of funding operation and maintenance costs of the Title 32 District.

(8) Public Improvement Fees. With the prior written consent of the Town, a Title 32 District may impose and collect or receive revenue from a public improvement fee on taxable retail sales transactions within the applicable Title 32 District boundaries.

(9) Special Assessments. With the prior written consent of the Town, a Title 32 District may establish one or more special improvement districts within its boundaries and may levy a special assessment within 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 Title 32 District is authorized to finance.

(10) Moneys from Other Governmental or Non-Profit Sources. The Title 32 District shall not apply for or accept moneys from the state conservation trust fund, the Great Outdoors Colorado Fund, or any other fund available from or through governmental or non-profit entities that the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. Notwithstanding the above, this prohibition shall not apply to specific ownership taxes, which taxes shall be distributed to and become a revenue source for the Title 32 District without any limitation.

(11) Revenue Bond Limitation. A Title 32 District shall not issue revenue bonds without providing certified notices and submissions to the Town Attorney, Finance Director, Town Clerk, and Department as follows:

a. At least 63 days prior to issuing any revenue bonds, the issuing Title 32 District must provide notice of its intent to issue revenue bonds;

b. At least 35 days prior to issuing any revenue bonds, the issuing Title 32 District must submit all relevant details of such issuance; and

c. On or before the date of issuance of any revenue bonds, the issuing Title 32 District must provide a letter dated the day of issuance of such revenue bonds prepared by the issuing Title 32 District’s counsel to the effect that the issuance of the revenue bonds complies with the provisions of the Title 32 District’s Service Plan, the Town Municipal Code, and applicable state law.

(f) Boundaries and Consolidation Limitations.

(1) Inclusion Limitation. The Title 32 District shall not include within its boundaries any property outside such Title 32 District's service area as defined by the Approved Service Plan without the prior written consent of the Town. The Title 32 District shall provide the Town with notice of any inclusion of property within the boundaries of such Title 32 District's service area as defined by the Approved Service Plan.

(2) Overlap Limitation. The boundaries of the Title 32 District shall not overlap with the boundaries of another Title 32 District, unless approved by the Board of Trustees as evidenced by a resolution. Additionally, the Title 32 District shall not consent to the organization of any other Title 32 District within such Title 32 District's service area that will overlap the boundaries of the Title 32 District.

(3) Consolidation Limitation. The Title 32 District shall not file a request with any court to consolidate with any other Title 32 District without the prior written consent of the Town, unless the consolidation is specifically authorized by the applicable Title 32 District's Service Plan.

(g) Public Improvements.

(1) Dedication of Public Improvements. The Title 32 District shall dedicate all Public Improvements planned for, designed, acquired, constructed, installed, relocated, redeveloped, and financed by such Title 32 District to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Municipal Code. The Title 32 District shall not be authorized to operate and maintain any part or all of such Public Improvements not dedicated to the Town, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the Town.

(2) Construction Standards Limitation. The Title 32 District shall ensure that all Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and other governmental entities having proper jurisdiction. The Title 32 District shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of such improvements prior to performing such work.

(3) Fire Protection Limitation. The Title 32 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 an intergovernmental agreement with the appropriate fire protection district.

Exception: The Title 32 District may plan for, design, acquire, construct, install, relocate, redevelop, or finance fire hydrants and related improvements installed as part of the water system.

(4) Television Relay and Translation Limitation. The Title 32 District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

(h) Transparency Requirements.

(1) Notice to Purchasers. The Title 32 District shall use reasonable efforts to assure that all developers of the property located within such Title 32 District provide written notice to all purchasers of property in the Title 32 District regarding the maximum debt mill levy, as well as a general description of the Title 32 District's authority to impose and collect rates, fees, tolls and charges. The form of notice shall be filed with the Town prior to the initial issuance of the Debt of the Title 32 District imposing the mill levy that is the subject of the maximum debt mill levy. The form of notice shall substantially comply with the model notice. The Board of Trustees shall have the sole discretion to determine whether the form of notice substantially complies with the form and content of the model notice. Any public disclosures, to purchasers or otherwise, shall comply with state law as currently in effect or as hereafter amended.

(2) Transparency Website. The Title 32 District shall keep publicly maintained and electronically accessible information for purposes of furthering transparency and in compliance with state law as currently in effect or as hereafter amended.

(3) Annual Report. The Title 32 District shall file an annual report with the Town by transmitting such report to the Town Attorney, Town Clerk, Finance Director, and the Department no later than October 1 of each year following the year in which the order and decree creating the Title 32 District is issued.

(i) Bankruptcy Limitation. All of the limitations contained in the Approved Service Plan, including, but not limited to, those pertaining to the maximum debt mill levy and the maximum debt mill levy imposition term shall have been established under the authority of the Town to approve a Service Plan with conditions pursuant to C.R.S. § 32-1-204.5. It is expressly intended that such limitations:

(1) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Approved Service Plan; and

(2) Are, together with all other requirements of Colorado law, included in the "Political or Governmental Powers" reserved to the state under the United States 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 11 U.S.C. section 943(B)(6).

(j) Dissolution. Upon a determination of the Board of Trustees that the purposes for which the Title 32 District was created have been accomplished, the Title 32 District shall file a petition in the appropriate district court for dissolution, pursuant to the applicable provisions of state law. In no event shall a dissolution occur until such Title 32 District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to state law.

(k) Intergovernmental Agreement Required. The Title 32 District shall enter into a written agreement with the Town, to be executed after such Title 32 District is formed, that the Title 32 District will be bound by each of the terms and conditions set forth in its Approved Service Plan.

(l) A statement acknowledging that the Title 32 District will abide by all requirements of C.R.S. § 32-1-202(2).

(m) A statement acknowledging that any action of the Title 32 District that violates any of the requirements of this section shall be deemed to constitute a material modification to the Approved Service Plan and the Town shall be entitled to all remedies available under state and local law.

16-14-22 - Approved Service Plan - impermissible name.

The name of the proposed Title 32 District shall not include the word or words "Firestone" or "Town."

16-14-23 - Administrative Review of Proposed Service Plan; Requests for Additional Information; Report.

(a) Administrative Review. The Department, in cooperation with other affected Town departments, shall have 63 days to review the Proposed Service Plan from the date that it is filed with the Department. The 63-day review period may be extended as deemed necessary by the Department.

(b) Request(s) for Additional Information. The Department may make one or more requests for additional information relating to any portion or portions of the Proposed Service Plan and related materials. The Petitioner shall promptly supply the Department with all relevant information in response to each such request.

(c) Report. Once the review has been completed, a comprehensive analysis of the Proposed Service Plan shall be made by the Department in the form of a written report to the Board of Trustees. The report shall evaluate the Proposed Service Plan and incorporate comments of the Department and other affected Town departments. The report shall set forth the recommendations of the Department for approval, disapproval, or conditional approval of the Proposed Service Plan and the reasons therefor.

ARTICLE III. PUBLIC HEARING; ACTION; WRITTEN DETERMINATION

16.14.30 - Notice of Public Hearing.

(a) Published and Mailed Notice. The Department, upon preparing the report on the Proposed Service Plan described in section 16.14.23, shall schedule a public hearing at a regular or special Board of Trustees of the Town meeting. Notice of the hearing shall be published by the Petitioner in an issue of a newspaper of general circulation in the Town at least 21 days prior to the hearing date. Notice of the hearing shall also be mailed, by first class mail, on the date such notice is published to:

(1) The owners of record of all property within the Title 32 District as such owners of record are listed in the Proposed Service Plan;

(2) The State of Colorado Division of Local Government; and

(3) The governing body of any municipality or Title 32 District which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the proposed Title 32 District's boundaries.

(b) Contents of Notice. The notice of hearing shall set forth the following:

(1) The date, time, location, and purpose of the hearing;

(2) A general description of the land contained within the boundaries of the proposed Title 32 District;

(3) Information outlining methods and procedures for the filing of a petition for exclusion pursuant to section 16.14.32(e);

(4) A reference to the type of Title 32 District to be organized;

(5) The maximum property tax levy for debt service to be imposed by the Title 32 District and, if organized for the primary purpose of facilitating the development of residential property, the maximum period of time over which such levy shall be collected;

(6) The place at which the Proposed Service Plan may be examined;

(7) A statement that all protests and objections must be submitted in writing to the Board of Trustees at or prior to the hearing or any continuance or postponement thereof in order to be considered; and

(8) A statement that all protests and objections to the proposed Title 32 District shall be deemed to be waived unless presented at the time and in the manner specified in this article.

16.14.32 - Public Hearing - Generally.

(a) Record. The hearing held by the Board of Trustees pursuant to section 16.14.31 shall be open to the public, and a record of the proceedings shall be made. Any evidence (including any testimony) which, in the discretion of the Board of Trustees, is relevant to the organization of the proposed Title 32 District shall be considered.

(b) Postponement. The Board of Trustees may postpone or continue the hearing until a later time or date by announcing such postponement or continuance of the hearing or by posting notice at the originally scheduled time and place of the hearing, and no further publication or mailing of the notice shall be necessary.

(c) Participation by Interested Parties. All interested parties as defined in C.R.S. § 32-1-204 shall be authorized to address the Board of Trustees.

16.14.33 - Action by Board of Trustees.

(a) Generally. Upon its review of the report presented by the Department, the Proposed Service Plan, and any evidence presented at the public hearing, the Board of Trustees may:

(1) Approve without condition or modification the Proposed Service Plan;

(2) Disapprove the Proposed Service Plan; or

(3) Conditionally approve the Proposed Service Plan subject to the submission of additional information relating to, or the modification of, the Proposed Service Plan or by agreement with the proponents of the Proposed Service Plan.

(b) Mandatory Disapproval. The Board of Trustees shall disapprove the Proposed Service Plan unless evidence satisfactory to the Board of Trustees of each of the following is presented:

(1) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Title 32 District;

(2) The existing service in the area to be served by the proposed Title 32 District is inadequate for present and projected needs;

(3) The proposed Title 32 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 proposed Title 32 District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

(c) Discretionary Disapproval. The Board of Trustees may disapprove the Proposed Service Plan if evidence satisfactory to the Board of Trustees of any one or more of the following, at the discretion of such Board of Trustees, is not presented:

(1) Adequate service is not, or will not be, available to the area through the Town, County, or other existing municipal or quasi-municipal corporations, including existing title 32 districts, within a reasonable time and on a comparable basis;

(2) The facility and service standards of the proposed Title 32 District are compatible with the facility and service standards of the Town;

(3) The Proposed Service Plan is in substantial compliance with the comprehensive plan of the Town as adopted pursuant to the Town Municipal Code;

(4) The Proposed Service Plan is in compliance with any duly adopted Town, regional, or state long-range water quality management plan for the area;

(5) The creation of the proposed Title 32 District will be in the best interests of the area proposed to be served; or

(6) The creation of the proposed Title 32 District will be in the best interests of the Town.

(d) Conditional Approval. The Board of Trustees may conditionally approve the Proposed Service Plan upon satisfactory evidence that it does not comply with one or more criteria enumerated in subsection (b) of this section. Final approval shall be contingent upon modification of the Proposed Service Plan to include such changes or additional information as shall be specifically stated in the findings of the Board of Trustees.

(e) Exclusion. The Board of Trustees may exclude territory from a proposed Title 32 District prior to approval of the Proposed Service Plan. The Petitioner shall have the burden of proving that the exclusion of such property is not in the best interests of the proposed Title 32 District. Any person owning property in the proposed Title 32 District who requests his or her property be excluded from such Title 32 District prior to the approval of the Proposed Service Plan shall submit such request to the Board of Trustees no later than ten days prior to the hearing held under section 16.14.31. However, the Board of Trustees shall not be limited in its action with respect to exclusion of territory based upon such request. Any request for exclusion shall be acted upon before final action of the Board of Trustees.

(f) Basis of Decision. The findings of the Board of Trustees shall be based solely upon the Proposed Service Plan, the report presented by the Department, reports of the Town's Board of Trustees and consultants, and any evidence presented at the hearing by the Petitioners, Town officials, and interested parties.

16.14.33 - Written Determination by Board of Trustees.

(a) Time. Within 35 days after completing the public hearing held under this article, the Board of Trustees shall adopt a resolution regarding the Proposed Service Plan.

(b) Approval. If the Proposed Service Plan is approved, a resolution of approval shall be adopted.

(c) Disapproval. If the Proposed Service Plan is disapproved, a resolution of disapproval shall be adopted. The resolution shall include the reasons for such disapproval.

(d) Conditional Approval. If the Proposed Service Plan is conditionally approved, the amendments to be made in or additional information relating to the Proposed Service Plan, together with the reasons for such amendments or additional information, shall also be set forth in writing, and the public hearing shall be continued until such amendments or additional information are incorporated in the Proposed Service Plan. Upon the incorporation of such amendments or additional information in the Proposed Service Plan, the Board of Trustees shall adopt a resolution of approval.

(e) Appeal. A resolution passed by the Board of Trustees shall document the Board of Trustee's determination. No action or proceeding, at law or in equity, to review any acts or proceedings or question the validity of the Board of Trustee's determination pursuant to this chapter, whether based upon irregularities or jurisdictional defects, shall be maintained in the district court of the relevant county unless commenced within 28 days after the passage of the Board of Trustee's resolution or thereafter any legal proceedings shall be barred.

16.14.34 – Continuing Jurisdiction over Material Modifications.

In the manner and to the extent provided in this chapter, the Board of Trustees shall maintain continuing jurisdiction over the operations and affairs of the Title 32 District and shall exercise its rights in relation thereto.

ARTICLE IV. COMPLIANCE

16.14.40 - Compliance - Generally.

(a) Notice of District Court Approval. Upon final approval by the district court of the organization of the Title 32 District, the Petitioner shall file written notice thereof with the Department.

(b) Modifications to the Approved Service Plan. After the creation of a Title 32 District, material modifications to the Approved Service Plan may be made by the board of directors of the Title 32 District only by petition to and approval by the Board of Trustees. Board of Trustees approval of modifications to an Approved Service Plan shall be in substantially the same manner as the approval for an original Service Plan described in this chapter. Such approval of modifications shall be required with regard to changes of a basic or essential nature, including, but not limited to, material modifications as outlined in the Approved Service Plan. A resolution of approval of modification shall not be required for changes of a mechanical or technical nature. The Title 32 District shall be responsible for all fees and costs described in sections 16.14.20(e) and (f) of this chapter which relate to modification to the Approved Service Plan.

(c) Unauthorized Departures. Any departures from the Approved Service Plan, except for technical or mechanical changes as referred to in subsection (b) of this section or, if such has been modified, from the Approved Service Plan as modified, shall be considered to be a violation of this section.

(d) Intergovernmental Agreement. The Town and the Title 32 District shall enter into an intergovernmental agreement that shall contain language intended to enforce the Service Plan.

(e) Any unauthorized actions including unauthorized modifications by the Title 32 District shall be subject to being enjoined and/or enforced by the district court upon application by either the Town or the Title 32 District.

16.14.41 - Sanctions.

(1) Should any Title 32 District undertake any act or omission which violates the Town Municipal Code or constitutes a material modification to the Service Plan without proper authorization, the Board of Trustees may impose one or more of the following sanctions, as it deems appropriate.

(a) Exercise any applicable remedy under the Special District Act;

(b) Withhold the issuance of any permit, authorization, acceptance or other administrative approval or withhold any cooperation necessary for the Title 32 District's development or construction or operation of improvements or provision of services;

(c) Exercise any legal remedy under the terms of any intergovernmental agreement under which the Title 32 District is in default; and

(d) Exercise any other legal remedy, including, but not limited to, seeking injunctive relief against the district, to ensure compliance with the provisions of the service plan or applicable law.

(2) All remedies available to the Town under this section shall be cumulative and non-exclusive.

(3) In any proceeding brought to enforce the provisions of the applicable Title 32 District's Service Plan or any provision of the Town Municipal Code against a Title 32 District, the prevailing party shall be entitled to an award of reasonable attorneys' fees, actual court costs, and other expenses incurred."

Section 3. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 10th day of July, 2024.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac, Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM

____
William P. Hayashi, Town Attorney

[TOWN OF FIRESTONE MODEL SERVICE PLAN – SINGLE DISTRICT]

SERVICE PLAN

FOR

______________ METROPOLITAN DISTRICT

TOWN OF FIRESTONE, COLORADO

Prepared

by

[NAME OF PERSON OR ENTITY]
[ADDRESS]
[ADDRESS]

[DATE]

TABLE OF CONTENTS

LIST OF EXHIBITS

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 in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding 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 bear an economic burden that is greater than that associated with revenues from the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy, Fees and Special Assessments, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

D. Consultants.

This Service Plan has been prepared by the following:

Organizers	District Counsel
__________________________	__________________________
__________________________	__________________________
__________________________	__________________________
Financial Advisor or Underwriter	District Engineer
__________________________	__________________________
__________________________	__________________________
__________________________	__________________________
Bond Counsel	
__________________________	
__________________________	
__________________________	

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 __________ Metropolitan District.

District Boundaries: means the property within the Initial District Boundaries and the Inclusion Area 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 D** 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.

Inclusion Area Boundaries: means the boundaries of the area proposed for inclusion within the boundaries of the District, described in the Inclusion Area Boundary Map and Legal Description attached hereto as **Exhibit C**, which proposed area is contained within the Project as outlined in the Approved Development Plan.

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 F**. 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, 20__, 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, 20__, 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 __________.

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.

[Regional Improvements: means those Public Improvements required by an Approved Development Plan for the Project that: (a) lie outside the District Boundaries, and (b) have a regional benefit beyond the Project to properties not included within the District, as more specifically contemplated in, but not limited by, **Exhibit D-1** of this Service Plan. The Town Board can determine on a case-by-case basis whether an additional mill levy may be imposed for Regional Improvements.]

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 __________ Dollars ($__________), which Total Debt Limit includes any Debt issued for Public Improvements [and Regional Improvements].

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 _____ acres, and the legal description and map of the Initial District Boundaries are set forth in **Exhibit B**. The Inclusion Area Boundary Map and Legal Description, depicting the property to be included within the District, are attached hereto as **Exhibit C**. 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 _____ acres of [insert type of land use, i.e., agricultural] land, and the area proposed to be included in the Inclusion Area Boundaries is approximately _____ acres of [insert type of land use]. The population of the District at build-out is estimated to be approximately _____ people. The current assessed valuation of the property within the District Boundaries is __________ Dollars ($__________) for purposes of this Service Plan and, once the Inclusion Area Boundaries are included within the District, 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 D**.

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 [and Regional 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 Design Standards and Construction Specifications for Public Improvements of the Town and 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 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. From time to time, it may be necessary for the District to adjust its respective boundaries, and the District may process inclusions of property without providing notice to the Town as long as such property being included is within the Initial Boundaries. Without prior written notice to the Town, the District shall not include into its boundaries any property except the property within the Inclusion Area 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

Boundaries. Any exclusion of property located outside of the Initial Boundaries shall require prior written notice to the Town. 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 mill levy to exceed the Maximum Debt Mill Levy, 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 nonbankruptcy 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. 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 (except for any anticipated Regional Improvements), including a cost estimate for each category of improvements, is attached hereto as **Exhibit E**. 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 in the property within the District Boundaries and is approximately ______________ Dollars ($_________).

All of the Public Improvements will be designed in such a way as to assure 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, 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.

The Financial Plan for the District, which is attached hereto as **Exhibit D**, 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 amount of Debt the District shall be permitted to issue for the Public Improvements, except for the Regional Improvements, but including any Debt for Public Improvements to be constructed to serve any special improvement district, shall not exceed ______________ Dollars ($__________) and 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. The Debt limit set forth in this Section VI.A., when added to the Debt limit for the Regional Improvements set forth in Section VI.D.4, shall not exceed the Total Debt Limit.

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, and shall be fifty (50) mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. [It is anticipated that the District will undertake the planning, design, acquisition, construction, installation, development and financing of certain Regional Improvements as described in Exhibit E-1 and required by an Approved Development Plan for the Project, and any additional regional improvements the District agrees to address. As a result thereof, if the District undertakes the Regional Improvements, the, the Maximum Debt Mill Levy the District is permitted to impose for payment of debt shall be increased to fifty-five (55) mills, subject to a Mill Levy Adjustment.]

At such time as the total amount of aggregate Debt of the 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 such amount as is necessary to pay the debt service on such Debt, and 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.

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. 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.

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 amount is _______________ Dollars ($_____________), which Total Debt Limit includes any Debt issued for Public Improvements [and Regional 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 or annually appropriated obligation 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 or annually appropriated obligation privately placed with a developer or owner of the property to be benefitted with Public Improvements bear interest at a rate that accrues at a compounding rate. Each instrument evidencing Debt or an annually appropriated obligation that is privately placed with a developer or owner of the property to be benefitted with Public Improvements shall provide that the 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.

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 ___________ Dollars ($__________________), 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 __________ Dollars ($__________) 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 (D), 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 G** (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. Within the time required by Section 32-1-104.5, 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 F**. 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 propose 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 subject to review and approval by the Town prior to its execution by the District. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the 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

EXHIBIT C

Inclusion Area Boundary Map and Legal Description

EXHIBIT D

Financial Plan

[**EXHIBIT D-1**

Regional Improvements]

EXHIBIT E

Capital Plan

EXHIBIT F

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE, COLORADO AND
___________ METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _________, 20__, by and between the TOWN OF FIRESTONE, a statutory town organized and existing under the laws of the State of Colorado (the "Town"), and ____________ 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 _________, 20__, as 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 [and the Regional 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. <u>Town O&M Mill Levy</u>. 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. <u>Maximum Debt Mill Levy</u>. 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. [It is anticipated that the District will undertake the planning, design, acquisition, construction, installation, development, and financing of certain Regional Improvements as described in **Exhibit D-1** of the Service Plan and required by an Approved Development Plan for the Project, and any additional regional improvements the District agrees to address. In the event the District undertakes the planning, design, acquisition, construction, installation, development, or financing of the Regional Improvements, the Maximum Debt Mill Levy the District is permitted to impose for the payment of Debt may be increased to sixty (60) mills, subject to Mill Levy Adjustment.]

At such time as the total amount of aggregate Debt of the District imposing its Maximum Debt Mill Levy, combined with the Debt of the District that is pledging its Maximum Debt Mill Levy to the same debt service obligations, is equal to or less than fifty percent (50%) of the 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 Boards 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.

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 current Design Standards and Construction Specifications for Public Improvements of the Town 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.

8. Inclusion and Exclusion. From time to time, it may be necessary for the District to adjust its boundaries and the District may process inclusions of property without providing notice to the Town as long as such property being included is within the Initial Boundaries. Without prior written notice to the Town, the District shall not include into its boundaries any property outside of the Initial Boundaries. No property will be included within the District at any time unless such property has been annexed into the Town's corporate limits. The District may exclude from its boundaries any property within the District Boundaries. Any exclusion of property located outside of the Initial Boundaries shall require prior written notice to the Town. The District shall not 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, as evidenced by resolution of the Town Board of Trustees.

9. Total Debt Issuance. The District shall not issue Debt in excess of $___________. 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 under the Town Code, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the 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
151 Grant Ave.
Firestone, Colorado 80102
Attention: Town Manager

To District: ________ Metropolitan District
____
____

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, phase, 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

____

____________________, Mayor

ATTEST:

____

__________________, Town Clerk

ATTEST:

____

Secretary

_________ METROPOLITAN DISTRICT

By:______________________________

President

ATTEST:

By:__________________________________

Secretary

EXHIBIT G
Disclosure Notice

SPECIAL DISTRICT DISCLOSURE

ATTENTION HOMEBUYER: You are purchasing a home that is located within **__________ Metropolitan District** (the "District"). The District has the authority to issue bonds or other debt to pay for public improvements and the authority to levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of Districts:	________________ Metropolitan District
Contact Information for Districts:	
District Website:	
District Boundaries:	See attached map. It is conceivable that additional boundary adjustments may be made to include or exclude property from the District. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the District's Boards of Directors.

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

Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills This Mill Levy may fluctuate based on changes in assessment rates. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then-assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt-to-assessed-value ratio.
Ongoing Operation and Maintenance Services of the District:	The District intends to impose an Operation and Maintenance Mill Levy to pay for ongoing administration, operating, and maintenance obligations

Maximum Operation and Maintenance Mill Levy that may be levied annually on properties within the District to pay for the ongoing operations and maintenance described above.	Maximum Operation and Maintenance Mill Levy: 60 Mills until such time the District issues Debt. After the District issues debt, the Maximum Operation and Maintenance Mill Levy shall be 10 Mills, subject to the Mill Levy Adjustment. This Mill Levy may fluctuate based on changes to residential assessment rates. The Operation and Maintenance Mill Levy is distinct from the Debt Mill Levy and cannot be used to repay Debt. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase their mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.
Maximum Town O&M Mill Levy that is required to be levied annually on properties within the District and transferred to the Town.	Maximum Town O&M Mill Levy: 3 mills
District Fees:	The District may impose and collect Fees for services, programs 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:	
** This information is based upon the property taxes levied on property within the Districts, imposed in 20__ for collection in 20__, 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.	

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:
Average market value of home in District is
$500,000 Debt Mill Levy is 50 mills
Operation and
Maintenance Mill Levy is
10 mills
Town O&M Mill Levy is
3 mills
Total Metropolitan District mill levies = 63 mills

Calculation of Metropolitan District Taxes:
$500,000 x .06765 = $33,825 (Assessed Valuation)
$33,825 x .063 mills = $2,131 per year in taxes
Total Additional Mill Levies from Other Taxing Entities: _______ mills = $ ________ annual taxes
TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING $_________ = $

67153204.v6

[TOWN OF FIRESTONE MODEL SERVICE PLAN – MULTIPLE DISTRICT]

SERVICE PLAN

FOR

_____________ METROPOLITAN DISTRICT

TOWN OF FIRESTONE, COLORADO

Prepared

by

[NAME OF PERSON OR ENTITY]
[ADDRESS]
[ADDRESS]

[DATE]

TABLE OF CONTENTS

LIST OF EXHIBITS

I. INTRODUCTION

A. Purpose and Intent.

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

B. Need for the Districts.

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

C. Objective of the Town Regarding the Service Plan.

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

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

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

The Districts are authorized to finance the Public Improvements that can be funded from Debt which is to be repaid from Fees, Special Assessments or tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy 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 bear an economic burden that is greater than that associated with revenues from the

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

D. Consultants.

This Service Plan has been prepared by the following:

Organizers	District Counsel
____________________	____________________
____________________	____________________
____________________	____________________
Financial Advisor or Underwriter	**District Engineer**
____________________	____________________
____________________	____________________
____________________	____________________
Bond Counsel	
____________________	
____________________	
____________________	

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 or Boards: means any one or all of the boards of directors of the Districts.

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

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

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

District or Districts: means any one or all of the __________ Metropolitan District, inclusive.

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

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

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

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

Financial Plan: means the Financial Plan described in Section VI and attached as **Exhibit D** 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.

Inclusion Area Boundaries: means the boundaries of the area proposed for inclusion within the boundaries of the Districts, described in the Inclusion Area Boundary Map and Legal Description attached hereto as **Exhibit C**, which proposed area is contained within the Project as outlined in the Approved Development Plan.

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

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

Maximum Aggregate Mill Levy: means the maximum combined mill levy the Districts are permitted to impose upon the taxable property within the Districts 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 Districts are permitted to impose for payment of Debt as set forth in Section VI.C.1 below.

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

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

Mill Levy Adjustment: means, if, on or after January 1, 20__, 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, 20__, 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 Districts as being payable from its operation and maintenance mill levy; (2) the costs of repair, replacement and depreciation of the Public Improvements; (3) the costs of any covenant enforcement and design review services the Districts may provide; and (4) the costs of ongoing administrative, accounting and legal services to the Districts.

Organizational Costs: means the estimated initial cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' 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 __________.

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 Districts.

[Regional Improvements: means those Public Improvements required by an Approved Development Plan for the Project that: (a) lie outside the District Boundaries, and (b) have a regional benefit beyond the Project to properties not included within the Districts, as more specifically contemplated in, but not limited by, **Exhibit D-1** of this Service Plan. The Town Board can determine on a case-by-case basis whether an additional mill levy may be imposed for Regional Improvements.]

Service Plan: means this service plan for the Districts 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 Districts.

Town: means the Town of Firestone, Colorado.

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

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

Total Debt Limit: means __________ Dollars ($__________), which Total Debt Limit includes any Debt issued for Public Improvements [and Regional Improvements].

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

III. BOUNDARIES

A Vicinity Map depicting the Project is attached hereto as **Exhibit A**. The area of the Initial District Boundaries includes approximately _____ acres, and the legal description and map of the Initial District Boundaries are set forth in **Exhibit B**. The Inclusion Area Boundary Map and Legal Description, depicting the property to be included within the Districts, are attached hereto as **Exhibit C**. It is anticipated that the Districts' 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 _____ acres of [insert type of land use, i.e., agricultural] land, and the area proposed to be included in the Inclusion Area Boundaries is approximately _____ acres of [insert type of land use]. The population of the Districts at build-out is estimated to be approximately _____ people. The current assessed valuation of the property within the District Boundaries is __________ Dollars ($__________) for purposes of this Service Plan and, once the Inclusion Area Boundaries are included within the Districts, the assessed value of the Districts at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as **Exhibit D**.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, 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 Districts and Service Plan Amendment.

The Districts 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 Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements [and Regional 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 Districts are authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity, including, but not limited to street

improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Notwithstanding the foregoing, all parks, trails and open space not otherwise dedicated to the Town and owned by the Districts shall be open to the general public free of charge. The Districts may provide covenant enforcement, design review services and other services to the residents, owners, and taxpayers within the Districts pursuant to and in accordance with § 32-1-1004(8) C.R.S. The Districts may impose a mill levy, Special Assessments, and/or Fees to pay for Operations and Maintenance Costs in accordance with this Service Plan and the Intergovernmental Agreement.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to 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 Districts 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 Districts agree that no telecommunication facilities shall be constructed except pursuant to the Intergovernmental Agreement and that no such facilities owned, operated or otherwise allowed by the Districts shall affect the ability of the Town to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

6. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the current Design Standards and Construction Specifications for Public Improvements of the Town and of other governmental entities having proper jurisdiction. The Districts will obtain the approval of civil engineering plans

from the appropriate jurisdiction and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

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

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

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

10. Eminent Domain. The Districts shall 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 Districts 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 Districts may be permitted to construct, finance, operate, and maintain a non- potable water system for the development and may be permitted to own, manage, adjudicate, and develop the non-potable water rights which will be used in such non-potable system, only if required or authorized by an intergovernmental agreement with the Town, separate and distinct from the Intergovernmental Agreement. Provided however that nothing herein shall prohibit the Districts from reimbursing the developer of the Project for the costs of raw water.

12. Inclusion Limitation. From time to time, it may be necessary for the Districts to adjust its respective boundaries, and each District may process inclusions of property without providing notice to the Town as long as such property being included is within the Initial Boundaries. Without prior written notice to the Town, the Districts shall not include into its boundaries any property except the property within the Inclusion Area Boundaries. No property will be included within the Districts at any time unless such property has been annexed into the Town's corporate limits.

13. Exclusion Limitation. From time to time, it may be necessary for the Districts to adjust its boundaries and the Districts may process exclusions of property without providing notice to the Town as long as such property being excluded is within the Initial Boundaries. Any exclusion of property located outside of the Initial Boundaries shall require prior written notice to the Town. In no event shall the Districts 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 a District shall not overlap with any other district formed under the Special District Act if such overlap will cause the District mill levy to exceed the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy and/or the Maximum Aggregate Mill Levy.

15. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of the Total Debt Limit. The Total Debt Limit shall not be applicable to refunding or refinancing of Debt authorized to be issued pursuant to the Service Plan, unless the principal amount of the refunding bonds exceeds the principal amount originally issued, in which case the difference shall count against the Total Debt Limit. At no time during its existence shall the Districts have Debt outstanding in excess of the Total Debt Limit.

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

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

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

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

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

21. Special Assessments. If authorized in the Intergovernmental Agreement, the Districts may establish one or more special improvement districts within 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 Districts is authorized to finance.

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

opinion addressed to the issuing District which states that the issuing District is not required by law to amend the Service Plan to effectuate the issuance of the revenue bonds.

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

24. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum 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 nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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

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

26. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of any District which violate the limitations set forth in V.A. 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 offending District.

B. Preliminary Engineering Survey.

The Districts 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 Districts anticipate providing (except for any anticipated Regional Improvements), including a cost estimate for each category of improvements, is attached hereto as **Exhibit E**. The Districts 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 in the property within the District Boundaries and is approximately _______________ Dollars ($_________).

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

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the planning, design, acquisition, construction, installation, and financing of the Public Improvements and Regional Improvements contemplated herein. Specifically, the Districts may enter into one or more intergovernmental agreements governing the relationship between and among the Districts with respect to the planning, design, acquisition, construction, installation, and financing of the Public Improvements and Regional Improvements contemplated herein and with respect to the administration, operation, and maintenance of the Districts. Such intergovernmental agreements between and among the Districts, and all amendments thereto, shall be designed to help ensure the orderly development of the Public Improvements and Regional Improvements and essential services in accordance with the requirements of this Service Plan. To the extent the Districts enter into an intergovernmental agreement that constitutes a Debt, such intergovernmental agreement shall have a term of no longer than forty (40) years from its effective date. Upon the expiration of its term, any intergovernmental agreement constituting Debt shall be of no further effect and the associated Debt shall be fully discharged and no longer an obligation of the Districts.

VI. FINANCIAL PROVISIONS

A. General.

The Districts 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 Districts. The Districts 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 Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees as provided in Section 32-1-1001(l), C.R.S., as amended from time to time and as limited by Section V.A.20, and the Districts may impose Special Assessments as provided in Section 32-1-1101.7, C.R.S. and in accordance with Section V.A.21.

The Financial Plan for the Districts, which is attached hereto as **Exhibit D**, reflects that the Districts will issue no more Debt than the Districts can reasonably expect to pay from revenues derived from the Maximum Debt Mill Levy, Fees, Special Assessments and other legally available revenues. The amount of Debt the Districts shall be permitted to issue for the Public Improvements, except for the Regional Improvements, but including any Debt for Public Improvements to be constructed to serve any special improvement district, shall not exceed ______________ Dollars ($__________) and the Districts may issue such Debt on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. The Debt limit set forth in this Section VI.A., when added to the Debt limit for the Regional Improvements set forth in Section VI.D.4, shall not exceed the Total Debt Limit.

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 Districts are permitted to impose upon the taxable property within the Districts for payment of Debt, and shall be fifty (50) mills for each District for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. [It is anticipated that the District will undertake the planning, design, acquisition, construction, installation, development and financing of certain Regional Improvements as described in Exhibit E-1 and required by an Approved Development Plan for the Project, and any additional regional improvements the District agrees to address. As a result thereof, if the District undertakes the Regional Improvements, the, the Maximum Debt Mill Levy the District is permitted to impose for payment of debt shall be increased to fifty-five (55) mills, subject to a Mill Levy Adjustment.]

At such time as the total amount of aggregate Debt of the 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 such amount as is necessary to pay the debt service on such Debt, and 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.

2. The Maximum Operation and Maintenance Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Operation and Maintenance Costs, and shall be sixty (60) mills for each District 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. 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.

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

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

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

4. The Districts shall not issue Debt in excess of the Total Debt Limit, which amount is _______________ Dollars ($_____________), which Total Debt Limit includes any

Debt issued for Public Improvements [and Regional 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 Districts, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

6. The Maximum Debt Mill Levy Imposition Term shall not exceed forty (40) years from the date upon which each 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 Districts shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the 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 Districts.

F. Privately Placed Debt Limitation.

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

> We are [I am] an External Financial Advisor within the meaning of the 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 or annually appropriated obligation that is sold to a private entity, including financial institutions, developers, or other private entities, and which no offering document related to such sale is required. "Privately placed debt" does not include the sale of Debt to an underwriter who purchases Debt from the Districts with a view to the distribution to investors of Debt.

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

G. <u>TABOR Compliance.</u>

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

H. <u>Districts' Organizational Costs and Operation and Maintenance Costs.</u>

The Districts' Organizational Costs, including the estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be ___________ Dollars ($__________________), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for Operation and Maintenance Costs including administration and to plan and cause the Public Improvements to be constructed and maintained, and for ongoing administrative, accounting and legal costs. The first year's operating budget is estimated to be __________ Dollars ($__________) 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 Districts hereby agree that they shall impose the Town O&M Mill Levy. The Districts' obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the Districts first impose a debt service mill levy and shall not be required to be imposed prior to such date. The Districts' imposition of a Town O&M Mill Levy shall be memorialized in the Intergovernmental Agreement required by Section X below. The revenues received from the Town O&M Mill Levy shall be remitted to the Town annually or in accordance with the specific timeframe referenced in the Intergovernmental Agreement. Revenues generated by the Town O&M Mill Levy and the Districts' obligation to remit said revenues to the Town on an annual basis, as required by this Service Plan and the Intergovernmental Agreement, shall not be included within or subject to the Total Debt Limit. The Town O&M Mill Levy shall be separate and apart from the Maximum Debt Mill Levy, the Maximum Operation and Maintenance Mill Levy and the Maximum Aggregate Mill Levy.

VII. ANNUAL REPORT

A. General.

The Districts 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 (D), C.R.S., as may be amended from time to time:

1. Boundary changes made or proposed to the Districts' boundary as of December 31st of the prior year.

2. Intergovernmental agreements entered into or terminated with other governmental entities.

3. Copies of the Districts' rules and regulations, if any, as of December 31st of the prior year.

4. A summary of any litigation which involves the Public Improvements as of December 31st of the prior year.

5. Status of the Districts' construction of the Public Improvements as of December 31st of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the Town 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 Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

VIII. DISSOLUTION

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

IX. DISCLOSURE NOTICES

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

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

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

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

C. Within six (6) months of the date of approval of this Service Plan, the Districts will create a public website on which the Districts will timely post information related to upcoming meetings and elections, and will make available relevant District documents and information, including, but not limited to, the service plan, Board meeting minutes, annual budgets, audits, and annual reports.

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

X. INTERGOVERNMENTAL AGREEMENT

The form of the Intergovernmental Agreement, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit F**. The Districts shall approve the Intergovernmental Agreement at their first Board meeting after approval of this Service Plan, and shall deliver the executed Intergovernmental Agreement to the Town. The Intergovernmental Agreement may be amended from time to time by the Districts and the Town, and may include written consents and agreements of the Town as required throughout this Service Plan (e.g., amendments to address the Districts' imposition of Fees for services, programs or facilities furnished by the Districts pursuant to Section V.A.20 ("Fee Amendments")). Alternatively, such written consents of the Town may be obtained by the Districts without amending the Intergovernmental Agreement, and the Town and the Districts may execute additional written agreements concerning matters set forth in this Service Plan. In the event that the Districts propose any Fee Amendment to the Town, the Town Board shall make its determination as to such Fee Amendment in writing to the Districts within sixty (60) days after submittal of the Fee Amendment by the Districts, unless the Town and Districts mutually agree to a different date.

Except for such Intergovernmental Agreement with the Town, any intergovernmental agreements between or among the Districts and other governmental entities contemplated in this Service Plan, and any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review and approval by the Town prior to its execution by the Districts. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the Districts have undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may pursue for such violation all remedies available at law or in equity, including without limitation affirmative injunctive relief to require the Districts to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the Districts hereby waive the provisions of Section 32-1-207(3)(b), C.R.S., and agree 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 Districts, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A

Vicinity Map

EXHIBIT B

Initial District Boundary Map and Legal Description

EXHIBIT C

Inclusion Area Boundary Map and Legal Description

EXHIBIT D

Financial Plan

[EXHIBIT D-1

Regional Improvements]

EXHIBIT E

Capital Plan

EXHIBIT F

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE, COLORADO AND
__________ METROPOLITAN DISTRICTS

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _________, 20__, by and between the TOWN OF FIRESTONE, a statutory town organized and existing under the laws of the State of Colorado (the "Town"), and ____________ METROPOLITAN DISTRICTS, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a "District" and collectively, the "Districts"). The Town and the Districts are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan dated _________, 20__, as 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 Districts; 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 Districts.

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

COVENANTS AND AGREEMENTS

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

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

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

3. Maximum Debt Mill Levy. The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, is the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Debt. The Maximum Debt Mill Levy for each District shall be fifty (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. [It is anticipated that the Districts will undertake the planning, design, acquisition, construction, installation, development, and financing of certain Regional Improvements as described in **Exhibit D-1** of the Service Plan and required by an Approved Development Plan for the Project, and any additional regional improvements the Districts agree to address. In the event the Districts undertake the planning, design, acquisition, construction, installation, development, or financing of the Regional Improvements, the Maximum Debt Mill Levy the Districts are permitted to impose for the payment of Debt may be increased to sixty (60) mills, subject to Mill Levy Adjustment.]

At such time as the total amount of aggregate Debt of the District imposing its Maximum Debt Mill Levy, combined with the Debt of the District that is pledging its Maximum Debt Mill Levy to the same debt service obligations, is equal to or less than fifty percent (50%) of the 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 Boards 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.

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

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

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

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

> We are [I am] an External Financial Advisor within the meaning of the 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.

8. Inclusion and Exclusion. From time to time, it may be necessary for the Districts to adjust its boundaries and the Districts may process inclusions of property without providing notice to the Town as long as such property being included is within the Initial Boundaries. Without prior written notice to the Town, the Districts shall not include into its boundaries any property outside of the Initial Boundaries. No property will be included within the Districts at any time unless such property has been annexed into the Town's corporate limits. The Districts may exclude from its boundaries any property within the District Boundaries. Any exclusion of property located outside of the Initial Boundaries shall require prior written notice to the Town. The Districts shall not exclude from 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, as evidenced by resolution of the Town Board of Trustees.

9. Total Debt Issuance. The Districts shall not issue Debt in excess of $___________. 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 Districts have Debt outstanding in excess of the Total Debt Limit.

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

11. Fees. The Districts may impose and collect Fees for services, programs or facilities furnished by the 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 Districts.

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

13. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-26 or VI.B-I of the Service Plan, or which constitutes a material modification under the Town Code, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the Districts. The Town may also seek damages for breach of this Agreement arising from violations by the Districts of any provision of the Service Plan.

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

15. Annual Report. The Districts shall submit an annual report ("Annual Report") to the Town no later than April 30th of each year following the year in which the Order and Decree creating the Districts 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
151 Grant Ave.
Firestone, Colorado 80102
Attention: Town Manager

To Districts: ________ Metropolitan Districts
____
____

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, phase, 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

____
______________________, Mayor

ATTEST:

____
____________________, Town Clerk

ATTEST:

____
Secretary

_________ METROPOLITAN DISTRICTS

By:_________________________________
President

ATTEST:

By:_____________________________________
Secretary

EXHIBIT G
Disclosure Notice

SPECIAL DISTRICT DISCLOSURE

ATTENTION HOMEBUYER: You are purchasing a home that is located within __________ **Metropolitan Districts** (the "Districts"). The Districts have 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 Districts for debt repayment and ongoing operations and maintenance.

Name of Districts:	_________________ Metropolitan Districts
Contact Information for Districts:	
District Website:	
District Boundaries:	See attached map. It is conceivable that additional boundary adjustments may be made to include or exclude property from the Districts. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the District's Boards of Directors.

Purpose of the Districts:	The Districts were organized pursuant to C.R.S. § 32-1-101 et seq. The Districts were created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the ___________ project located in the Town of Firestone, Colorado (the "Town") and described further in the Districts' Service Plan. The Districts may dedicate certain public improvements to the Town or other appropriate jurisdiction. The operations and maintenance of public improvements dedicated to the Town or other appropriate jurisdiction shall rest with the Town or other appropriate jurisdiction, as the case may be. Public improvements not dedicated to the Town or other appropriate jurisdiction may be owned, operated, and maintained by the Districts. The Districts have authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operation and maintenance of improvements as set forth in the Service Plan. A copy of the Districts' Service Plan can be found on the Districts' website or by contacting the District at the Districts' contact information above.

Owners Associations:	Certain services may be provided within the Districts 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 Districts.
Authorized Types of District Taxes:	Debt Mill Levy, Operation and Maintenance Mill Levy, and Town O&M Mill Levy These mill levies result in taxes you will owe to the Districts and are described further below.
Districts' Total Debt Issuance Authorized per District's Service Plan:	$___________
District Improvements Financed by Debt:	The Districts intend 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 Districts to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills This Mill Levy may fluctuate based on changes in assessment rates. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be imposed at such a rate as is necessary to pay the Debt service on such Debt, without limitation of rate increase; provided, however, that after any conversion to an unlimited mill levy, the District shall not issue additional Debt that would cause the aggregate Debt to exceed 50% of the District's then-assessed value. For the purposes of the foregoing, the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt-to-assessed-value ratio.
Ongoing Operation and Maintenance Services of the Districts:	The Districts intend to impose an Operation and Maintenance Mill Levy to pay for ongoing administration, operating, and maintenance obligations

Maximum Operation and Maintenance Mill Levy that may be levied annually on properties within the Districts to pay for the ongoing operations and maintenance described above.	Maximum Operation and Maintenance Mill Levy: 60 Mills until such time a District issues Debt. After that District issues debt, the Maximum Operation and Maintenance Mill Levy shall be 10 Mills, subject to the Mill Levy Adjustment. This Mill Levy may fluctuate based on changes to residential assessment rates. The Operation and Maintenance Mill Levy is distinct from the Debt Mill Levy and cannot be used to repay Debt. The Maximum Operation and Maintenance Mill Levy shall apply to the Districts' ability to increase their mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the Operation and Maintenance Cost.
Maximum Town O&M Mill Levy that is required to be levied annually on properties within the Districts and transferred to the Town.	Maximum Town O&M Mill Levy: 3 mills
District Fees:	The Districts may impose and collect Fees for services, programs facilities furnished by the Districts, and may from time to time increase or decrease such fees, and may use the revenue from such fees for the repayment of Debt, capital costs, or Operation and Maintenance costs and for the payment of an indebtedness of the Districts.
Other Taxing Entities to which you will pay taxes to:	
** This information is based upon the property taxes levied on property within the Districts, imposed in 20__ for collection in 20__, and is intended only to provide approximations of the total overlapping mill levies within the Districts. The stated mill levies are subject to change, and you should contact the Weld County Assessor's office to obtain the most accurate and up-to-date information.	

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:
Average market value of home in District is
$500,000 Debt Mill Levy is 50 mills
Operation and
Maintenance Mill Levy is
10 mills
Town O&M Mill Levy is
3 mills
Total Metropolitan District mill levies = 63 mills

Calculation of Metropolitan District Taxes:
$500,000 x .06765 = $33,825 (Assessed Valuation)
$33,825 x .063 mills = $2,131 per year in taxes
Total Additional Mill Levies from Other Taxing Entities: _______ mills = $ ________ annual taxes
TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING $_________ = $

86093267.v3

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 8.a **Discussion/Action** **Meeting Date:** July 10, 2024 **Initiated By:** A.J. Krieger **Department:** Administration

AGENDA ITEM
Resolution 24-69: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION AGREEMENT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING N0.1

RECOMMENDATION
Town staff recommends approval.

SUMMARY
In 2007 the Town entered into a Subdivision Agreement with THF Firestone Development, LLC (THF) that, among other things, included the construction of Godding Hollow Crossing as part of the Jake Jabs Boulevard extension. At that time, THF posted a letter of credit that remains in place today for $121,094.18. This first amendment to that subdivision agreement calls for the letter of credit to be replaced by lump sum $300,000 payment to the Town.
The crossing itself has not yet been designed, and there is no schedule for the eventual Jake Jabs extension.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
The original subdivision agreement was approved in 2007.

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

ATTACHMENTS
1. Res 24-69 1st Amend Firestone City Centre Sub docx
2. First Amendment to Subdivision Agreement - THF Executed

RESOLUTION 24-69

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION AGREEMENT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING N0.1

WHEREAS, On December 7, 2007 the Town of Firestone ("Town") and THF Firestone Development LLC ("Owner") entered into a Subdivision Agreement for Firestone City Centre Subdivision Filing No. 1; and

WHEREAS , the parties desire to amend the Agreement to provide that the Owner will pay the Town Three Hundred Thousand Dollars and Zero Cents ($300,000.00) and in exchange the Town will construct the "Jake Jabs Boulevard South" connection and release One Hundred, Twenty One Thousand, Ninety Four Dollars and Eighteen Cents ($121,094.18) of Owner's Letter of Credit.

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

The First Amendment to the Subdivision Agreement for Firestone City Centre Subdivision Filing No. 1 is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the First Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 10th day of July 2024.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr. Mayor

ATTEST:

____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
(FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 1)

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT ("First Amendment") is hereby made and entered into this_____day of July, 2024, by and between the Town of Firestone, Colorado, a municipal corporation (the "Town") and THF Firestone Development, L.L.C., a Missouri limited liability company ("Owner").

RECITALS

A. The Town and Owner entered into that certain Subdivision Agreement for Firestone City Centre Subdivision Filing No. 1 ("Subdivision"), dated December 6, 2007 subsequently recorded on December 7, 2007 in the records of the Weld County Clerk and Recorder's Office at Reception No. 3522367 (the "Original Agreement"), in furtherance of the development of the property more fully described in Exhibit A to the Original Agreement (the "Property"). Capitalized terms used and not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Original Agreement.

B. The Town and Owner desire to enter into this First Amendment to amend, modify, change and alter certain provisions of the Original Agreement to provide that the Owner will pay the Town the lump sum of Three Hundred Thousand Dollars and No Cents ($300,000) and in exchange the Town will construct the "Jake Jabs Boulevard South" connection, terminate and release the Improvement Guarantee and letter of credit in connection therewith, and release Owner from any further obligations for the construction or installation of Public Improvements, all as more fully set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Original Agreement unamended by this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows and amend the Original Agreement:

1. <u>First Amendment</u>. Exhibit C – Engineer's Opinion of Probable Costs, Note 1 on page C-1 of the Original Agreement pertaining to the construction of the Jake Jabs Boulevard South connection shall be deleted in its entirety and replaced with the following:

"Subdivider shall pay the Town the lump sum of THREE HUNDRED THOUSAND DOLLARS AND NO CENTS ($300,000) within thirty (30) days of the effective date of this First Amendment. Immediately upon the Town's receipt of the foregoing amount, without any further action of the parties, and notwithstanding any provisions of the Original Agreement to the contrary: (a) the Town shall be responsible for constructing the Jake Jabs Boulevard South connection at the time of its choosing; (b) the Improvement Guarantee and the underlying letter of credit in connection therewith issued to the Town and in effect as of the date of this First Amendment shall be deemed terminated and released in its entirety; and (c) Subdivider shall have no further obligations or responsibilities whatsoever to construct or install any Public Improvements remaining to be constructed or installed under the Original Agreement, and all of Subdivider's obligations and responsibilities to construct or install Public Improvements shall be deemed satisfied."

2. Construction. Each of the Parties acknowledges that they, and their respective counsel, substantially participated in the negotiation, drafting and editing of this First Amendment. Accordingly, the Parties agree that the provisions of this First Amendment shall not be construed or interpreted for or against any Party hereto based on authorship.

3. Authority. Each Party represents and warrants that it has the power and authority to execute this First Amendment and that there are no third-party approvals required to execute this First Amendment or to comply with the terms or provisions contained herein.

4. Counterparts and Facsimile. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree that this First Amendment may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

5. No Other Modifications. Except as expressly set forth herein, this First Amendment shall not modify or amend the terms or provisions of the Original Agreement, and all terms and provisions of the Original Agreement not specifically modified or amended by this First Amendment are hereby ratified, and shall, subject to this First Amendment, remain unamended, in full force and effect and constitute legal and binding obligations of the parties.

6. Conflict. In the event of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall control such conflicting provisions.

7. Entire Agreement. This First Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by the Parties.

8. Effective Date. The effective date of this First Amendment ("Effective Date") shall be the date that the last party executes this First Amendment.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

TOWN OF FIRESTONE, COLORADO,
a municipal corporation

By:________________________________
Don Conyac, Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

[Additional signature page follows]

OWNER:

THF FIRESTONE DEVELOPMENT, L.L.C.,
a Missouri limited liability company

By: THF Firestone Investors, L.L.C.,
a Missouri limited liability company, Manager

By:____
Michael H. Staenberg, Manager

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 9th day of July, 2024, before me appeared Michael H. Staenberg, to me personally known, who, being by me duly sworn, did say that he is the Manager of THF Firestone Investors, L.L.C., a Missouri limited liability company, the Manager of THF Firestone Development, L.L.C., a Missouri limited liability company, and said Michael H. Staenberg acknowledged that he executed this instrument on behalf of said limited liability company and acknowledged said instrument as the free act and deed of said limited liability companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

____
Notary Public

My Commission Expires: 05-04-2028

DONALD A LAPOINT JR
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 20440829
My Commission Expires 05-04-2028

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 8.b **Discussion/Action** **Meeting Date:** July 10, 2024 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM
Resolution: 24-67: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY PARKS AND RECREATION DISTRICT

RECOMMENDATION
Approval of Resolution authorizing execution of the Agreement

SUMMARY
This Agreement outlines the responsibilities of the Town and Carbon Valley Parks And Recreation District (CVPRD) for the use, management, maintenance, and operation of Town-owned fields and facilities.

This is a 10-year IGA structured to encourage CVPRD to provide services and activate town parks and facilities, as has been done previously, with updated responsibilities, operation and rental fees, and maintenance standards.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
At the February 14, 2024, Regular Board Meeting, the Board approved the Athletic Fields And Facilities Use And Fee Agreement.

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

ATTACHMENTS
1. Town of Firestone and CVPRD IGA
2. CVPRD Town IGA 24-67 RESO

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CARBON VALLEY PARKS AND RECREATION DISTRICT

THIS AGREEMENT (the "Agreement") is made and entered into this 19 day of JUNE, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado statutory municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 ("Town"), and **CARBON VALLEY PARKS AND RECREATION DISTRICT,** a quasi-municipal corporation and political subdivision of the State of Colorado with a principal place of business at 701 Fifth St, Frederick, Colorado 80530 ("District") and provides services as follows:

1. RECITALS AND PURPOSE

1.1. The Town and the District (also referred to herein collectively as the "Parties" or individually as a "Party"). as separate political subdivisions of the State of Colorado, each can provide park and recreation services.

1.2. The Purpose of this Agreement is to establish the rights and responsibilities of the Town as the owner of the property with responsibility for all turf and grounds maintenance of the property and the District as the site user to encourage and promote recreational programs and facilitate the responsible use of Town-owned fields and facilities, outline the procedures and provide priorities for the use of Town-owned fields and facilities.

1.3. Pursuant to Colorado Constitution Article XIV, Section 18(2)(a), C.R.S. section 29-1-201, et seq., and C.R.S. section 32-1-1001(1)(d)(I), the Town and the District may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each.

1.4. The District was duly formed to provide recreation facilities and services to the residents within the taxable authority of the District's boundaries and is duly authorized by state law to provide such facilities and services.

1.5. Areas of the Town are included within the boundaries of the District.

1.6. The Town is authorized to provide recreation facilities and services and owns and continues to actively plan and develop a comprehensive park and trail system for the benefit of the Town and its residents.

1.7. The Town shall continue its policy of requiring all new annexations to the Town or developments within the Town to petition for inclusion into the District.

1.8. The Town finds that it has the authority to enter into the Agreement set forth herein, and the District finds that it has the authority to enter into the Agreement set forth herein.

1.9. The Parties find that it is beneficial to the Parties' taxpayers and residents to cooperate regarding the provision of recreation facilities and services and that such cooperation will enhance the efficient provision of such facilities and services. The Parties find that it is beneficial to the taxpayers and residents of the Parties to invest in wellness programming for Town employees.

1.10. The Parties agree that upon its adoption, this Intergovernmental Agreement shall replace in its entirety the Intergovernmental Agreement previously entered into between the Parties dated March 9, 2016.

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

2. SCOPE OF AGREEMENT

2.1. This Agreement sets forth certain understandings of the Parties regarding their relationship and their provision of recreation facilities and services to residents within the Town and the District.

2.2. This Agreement shall set forth the Parties' duties concerning the use, management, maintenance, and operation of Town-owned fields and facilities listed in **Exhibit A, Town-Owned Fields and Facilities**, which is incorporated herein.

2.3. This Agreement is not intended to preclude additional agreements between the Parties regarding matters of joint concern.

3. RESPONSIBILITIES OF THE TOWN: The Town will have the following responsibilities with respect to the following matters of mutual interest to the Town and the District:

3.1. The Town will include the District in its Planning & Zoning Referral Agency Request process.

3.1.1. Prior to approval of any development application for property not within the District, the Town will require the applicant to submit a petition for inclusion to the District subject to, as applicable, any terms or conditions contemplated within any existing Annexation Agreement for the property.

3.1.2. Such condition shall not require that the Town commence or join in any litigation regarding the enforcement of this provision.

3.1.3. So that the District will have the opportunity to comment on development proposals, the Town will provide the District a referral packet on all new development applications within the Town. Failure of the Town to provide such referral, or failure of the District to provide referral comments, shall not constitute a breach of this Agreement.

3.2. The Town shall provide the District a list of eligible employees who may access District Facilities pursuant to the wellness program set forth in Paragraph 4.5 below.

4. RESPONSIBILITIES OF THE DISTRICT: The District will have the following responsibilities:

4.1. The District will provide the Town a District representative(s) to be contacted in the event of an emergency related to any District activity or event within the Town. The District shall provide the contact information to the Town annually, or upon changes of designated representative(s) or their contact information.

4.2. Representatives of the District shall provide the Town Board quarterly updates that include information on current and planned District services, facilities, and other issues related to matters of mutual interest. Updates will occur at a Regular Board of Trustees Meeting, and are at the discretion of the Town Board.

4.3. The District shall update its service plan or other necessary filings, as may be necessary to ensure it can include properties into the District that may be annexed into Firestone.

4.4. The District shall provide notification to the Firestone Board of Trustees and the Town Manager of any agreements entered into with City of Dacono, Town of Firestone, Town of Fredrick, or properties in unincorporated Weld County to provide specific facilities or services.

4.5. The District shall participate with the Town in providing employee wellness programming and activities which will include:

4.5.1. Free access to District facilities for benefited Town employees and their dependents.

4.5.2. Free access to District facilities for non-benefited Town employees.

4.5.3. Quarterly Fitness/Wellness orientation, Fitness/Wellness tips, and tour of District facilities and Group fitness classes.

4.6. .The District shall provide the Town with an employee enrollment form, which employees must complete and provide to the District before being allowed to participate in the employee wellness programming and activities.

4.7. The Town shall notify the District of any employee's separation of employment, at which time the District will revoke the employee's free access. The Parties will continue to work collaboratively to develop additional employee wellness programming opportunities.

5. JOINT USE FOR TOWN-OWNED FIELDS AND FACILITIES

5.1. Specified uses for each field and facility are outlined in **Exhibit A**, **Town-Owned Fields**, **and Facilities**.

5.2. The Town shall be responsible for the scheduling and use of fields and facilities. It shall have priority, with the District having second priority and Third Party users having the third priority.

5.3. The District shall, before each calendar year, provide the Town with its site-use and date requests for local youth programs and tournaments, and the Town shall strive to schedule such requests for the District.

5.4. The District shall also provide the Town with monthly updates, including information on the District's current and planned usage requests.

5.5. The Town shall use its best efforts to advise and update the District of the Town's planned uses for each calendar year by the preceding October.

5.6. The Town shall have the authority to deny the use of fields and facilities for activities judged detrimental to the fields or facilities.

6. OPERATION AND RENTAL FEES

6.1. Fees for the use of the facilities shall be set forth as incorporated in Fees Exhibit B, which includes fees for Practice, Games, Tournaments, and Adult Leagues by location.

7. MAINTENANCE STANDARDS FOR TOWN-OWNED FIELDS AND FACILITIES

7.1. The Town shall provide general maintenance of its fields and facilities, including mowing, watering, fertilization, infield grading as needed, and weeding.

7.2. Field Maintenance Dates *Weather Permitting*

7.2.1. FALL -Grass Fields Closed for Maintenance beginning the week of Thanksgiving

7.2.2. SPRING- Open for Play first week of March *weather permitting*

7.3. The Town will maintain grass at heights the Town deems appropriate for Field use and condition.

7.4. The District will protect all turf by adhering to the following field guidelines:

7.4.1. Where the grass is sparse, or the field is badly worn, or the ground is saturated, play will be limited or prohibited.

7.4.2. NO SNOW REMOVAL WILL BE PERMITTED

7.4.3. There shall be no play on frost-covered fields, and all games shall be delayed until fifteen minutes after the frost has melted.

7.4.4. Games shall be scheduled after 9:30 am before April 15th and after October 14th to minimize frost delays.

7.4.5. In case of unusable conditions, fields will be closed.

7.4.6. Whenever weather conditions exist that will damage any field, all games will be postponed.

7.4.7. Damages caused by the District, aside from normal wear and tear to the fields and facilities, shall be promptly repaired by the District to the reasonable satisfaction of the Town. Any District equipment stored at the fields and facilities shall be stored in a location approved by the Town. The Town shall have no responsibility, liability, or obligation concerning the safety or security of any stored District equipment or other District property placed or located on, at, or upon the facilities,.

7.5. District equipment shall be removed during Town events if the Town deems it necessary.

7.6. The District may request to display or install banners, flyers, and signs. The Town shall have sole discretion on the placement location, sign types, and placement duration.

7.6.1. Any signage must comply with the Town's sign code.

7.7. The District shall not make any capital improvements to the facilities without the prior written consent of the Town, as evidenced by a written signed letter by the Town Manager or the Town Manager's designee following approval by the Town's Board of Trustees. The Town and District may utilize addenda to this Agreement to memorialize Town consent for and the Parties' Agreement concerning the completion, ownership, and financing of any capital improvements. Unless otherwise provided in such an addendum, the Town shall own all capital improvements.

7.8. The Town will annually provide a Capital Improvement Plan to the District.

7.9. The District will follow the Town's External Special Event Application Process for all one-day events and tournaments.

8. INSURANCE

8.1. District agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, or demands, arising or resulting from the District's use of the Town's fields and facilities and other obligations pursuant to this Agreement. At a minimum, the District shall procure and maintain, and cause any third party affiliate to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town, which approval shall not be unreasonably withheld.

8.1.1.1. Worker's Compensation insurance as required by law.

8.1.2.2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 for each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations. It 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.

8.2. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages 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 District. The District shall be solely responsible for any deductible losses under any policy.

8.3. The District shall provide the Town with a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

9. INDEMNIFICATION

9.1. The District agrees to the extent permitted by law to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, 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, or another fault of the District, any subcontractor of the District, or any officer, employee, representative, or agent of the District, or which arise out of a worker's compensation claim of any employee of the District or of any employee of any subcontractor of the District.

9.2. The Town agrees to the extent permitted by law to indemnify and hold harmless the District and its officers, insurers, volunteers, representatives, 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, or another fault of the Town, any subcontractor of the Town, or any officer, employee, representative, or agent of the Town, or which arise out of a worker's compensation claim of any employee of the Town or of any employee of any subcontractor of the Town.

10. MISCELLANEOUS

10.1. 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.

10.2. No Waiver. Delays in the enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town or the District shall not constitute a waiver of any of the other terms or obligations of this Agreement.

10.3. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

10.4. Third Parties. There are no intended third-party beneficiaries of this Agreement.

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

10.6. 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.

10.7. Modification. This Agreement may only be modified upon written Agreement of the Parties.

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

10.9. Governmental Immunity. The Town and the District, and their respective officers, insurers, 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 the District, and their respective officers, insurers, attorneys, or employees.

10.10. Rights and Remedies. The rights and remedies of the Town and the District 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 or the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

10.11. Subject to the Town's Annual Appropriation. Consistent with Article X, § 20 of the Colorado

Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation by the Board of Trustees, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year

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

10.13. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics

10.14. 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.

11. TERM

11.1. This Agreement is subject to annual review but will remain in effect until December 31, 2035, unless sooner terminated by mutual written Agreement or as provided in this Section. The Parties may mutually renew this Agreement by written amendment for up to one additional five-year term, subject to the Appropriations provisions herein. Either Party may terminate this Agreement upon sixty (60) days prior written notice in the event of a material breach if such breach is not cured to the reasonable satisfaction of the non-breaching Party within sixty (60) days of written notice of the breach. Any notice of breach shall state the alleged breach with particularity, and the applicable cure period may run concurrently with the 60 days for notice of termination.

11.2. The Parties may agree to mutually terminate this Agreement upon 120 days' written notice, signed by both Parties.

[Signature Page to Follow]

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

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

CARBON VALLEY PARKS AND RECREATION DISTRICT

By: SMeiring
Samantha Meiring, Board President

State of Colorado)
) ss.
County of ________________)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ___ day of ______________, 2024 by _________________________ as _______________ of ______________________.

My commission expires:

(Seal)

Notary Public ______________________________

EXHIBIT B
FEES

Use	Site Category	Amenities Type	Resident Fee Per Hour	Non-Resident Fee Per Hour	Per Day
CVPRD Youth Activities	Neighborhood Park	All	$0.00	$0.00	$0.00
CVPRD Adult Activities	Neighborhood Park	All	$10.00	$15.00	$200.00
Youth Tournament	Neighborhood Park				
		Open Turf	$20.00	$25.00	$150.00
		Basketball Court	$15.00	$20.00	$120.00
		Volleyball Court	$15.00	$20.00	$120.00
		Tennis Court	$15.00	$20.00	$120.00
		Multi-Purpose Field	$20.00	$25.00	$150.00
		Pump Track	$30.00	$35.00	$210.00
		Bicycle playground	$20.00	$25.00	$150.00
		Disc Golf Baskets	$10.00	$15.00	$90.00
Adult Tournament	Neighborhood Park				
		Open Turf	$20.00	$25.00	$150.00
		Basketball Court	$15.00	$20.00	$120.00
		Volleyball Court	$15.00	$20.00	$120.00
		Tennis Court	$15.00	$20.00	$120.00
		Multi-Purpose Field	$25.00	$30.00	$180.00
		Pump Track	$35.00	$40.00	$240.00
		Bicycle playground	-	-	-
		Disc Golf baskets	$10.00	$15.00	$90.00
Youth Tournament	Firestone Sports Complex				
		3 Fields/ w bases	$30.00	$35.00	$200.00
		Temp Fence	$10.00	$15.00	$120.00
		Field Lights	$30.00	$30.00	$180.00
		Batting Cage	$0.00	$0.00	$0.00
Adult Tournament	Firestone Sports Complex				
		3 Fields/w bases	$50.00	$55.00	$200.00
		Temp Fence	$15.00	$20.00	$120.00
		Field Lights	$30.00	$30.00	$180.00
		Batting Cage	$0.00	$0.00	$0.00

EXHIBIT A
TOWN-OWNED FIELDS AND FACILITIES

Firestone Sports Complex		**Site Amenities**
6850 Tilbury Avenue	Pavilion	3 Diamond Field
	Playset	Baseball Field Lights
	Restroom	Batting Cage
	Open Turf	
Harney Park		**Site Amenities**
10245 Devonshire Street	Pavilion (3)	Basketball Court
	Playset	Volleyball Court
	Restroom	
	Open Turf	
Hart Park		**Site Amenities**
467 Jackson Avenue	Pavilion (2)	Volleyball Court
	Restroom	Basketball Court
	Open Turf	Disc Golf baskets
	1 Diamond Field	
Jacob H Firestone Park		**Site Amenities**
36 Grant Avenue	Pavilion	
	Open Turf	
Miners Park		**Site Amenities**
170 Grant Avenue	Pavilion	
	Open Turf	
	Horseshoe Pits	
Mountain Shadows Park		**Site Amenities**
11267 Carbondale Street	Pavilion	Multi-Purpose Field
	Playset	Pump Track
	Portable Toilet Enclosure	Bicycle Playground
	Open Turf	Disc Golf baskets
Neighbors Point Park		**Site Amenities**
10140 Neighbors Parkway	Pavilion (3)	Putting green
	Playset	Workout stations
	Restroom	
	Multi-Purpose Synthetic Field	
Onorato Park		
125 Granville Ave.	Pavilion	Basketball Court
	Playset	Tennis Court
	Restroom	
	Open Turf	
Patterson Park		**Site Amenities**
6572 Shenandoah Avenue	Pavilion	Volleyball Court

	Playset Open Turf Multi-purpose field	
Peninsula Park		**Site Amenities**
4783 Lakeside Drive	Pavilion (4) Playset Restrooms Open Turf	Workout stations
Prairie Ridge Park		**Site Amenities**
6440 St. Vrain Ranch Blvd	Pavilion Playset Portable Toilet Enclosure Multi-purpose field	
Sagebrush Park		**Site Amenities**
10645 Echo Street	Pavilion (2) Playset Portable Toilet Enclosure Open Turf	Basketball Court
Settlers Park		**Site Amenities**
11445 Ebony Street	Pavilion (2) Playset (2) Portable Toilet Enclosure Multi-purpose field	1 Diamond field Basketball Court Tennis Court Pickleball courts
Stoneridge Park		**Site Amenities**
5104 Ruby Avenue	Pavilion Playset Multi-purpose field Basketball Court	

RESOLUTION NO. 24-67

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY PARKS AND RECREATION DISTRICT

WHEREAS, the Town of Firestone ("Town") and the Carbon Valley Parks and Recreation District ("District") may pursuant to C.R.S. 29-1-201 and C.R.S. 29-1-203 cooperate and contract with each other to provide any function or service; and

WHEREAS, on March 9, 2016, the Town and the District entered into an Intergovernmental Agreement setting forth the terms and conditions and fees of the District's use of the Town's fields and facilities and the parties management, maintenance and operational obligations for such fields and facilities, while also providing for the Town's employees to participate in District programs; and

WHEREAS, the parties finding that each benefit from the Agreement desire to continue the Intergovernmental Agreement as amended through December 31, 2035 and upon expiration provide the parties the option of continuing the Agreement for an additional five year term.

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

The Intergovernmental Agreement between the Town of Firestone and the Carbon Valley Parks and Recreation District is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr. Mayor

ATTEST:

____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 8.c **Discussion/Action** **Meeting Date:** July 10, 2024 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Substitute Judge Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 8.d **Discussion/Action** **Meeting Date:** July 10, 2024 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Change of Board of Trustees Meeting Nights

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS
None

Payroll Board Report: JUNE 2024

From: 06/01/2024
To: 06/30/2024
By Distributed Department

Gross Earnings	Hours/Units	Amount	% of Co
Regular	15,160.25	682,228.66	100.00%
Overtime	194.50	12,087.91	100.00%
2023 Personal Day	65.25	2,440.01	100.00%
2023 Personal Day 10	10.00	497.80	100.00%
Bereavement	147.00	5,689.97	100.00%
Call Out	10.00	376.00	100.00%
Comp Time Used	1.00	27.10	100.00%
Contract Paid Time Off	18.50	1,307.33	100.00%
Extended Paid Leave	68.00	1,812.92	100.00%
FTO Pay	9.00	448.02	100.00%
Holiday Time Off	698.50	30,655.30	100.00%
Holiday Time Off 10	83.00	4,035.86	100.00%
Holiday Worked	98.25	6,845.28	100.00%
Jury Duty Leave	8.00	282.32	100.00%
PD Shift Supervisor	12.00	891.69	100.00%
Paid Time Off	1,928.85	88,456.48	100.00%
Police Security Events	13.50	1,012.50	100.00%
Time Off in Lieu	158.15	4,777.63	100.00%
Time-Off In Lieu	-18.25	-922.60	100.00%
Unpaid Leave	40.00	-	-
CELL PHONE STIPEN	-	300.00	100.00%
Employee Lifestyle Reimb	-	3,664.71	100.00%
Mayor/Trustee	-	1,850.00	100.00%
Retro Pay	-	4,570.94	100.00%
	18,705.50	**853,335.83**	**100.00%**

Voluntary Deductions	Amount
Accident Insurance	1,438.66
Critical Illness + Spouse	520.80
Critical Illness Employee Only	960.80
Equipment	146.46
FPPA - 457 Amount	300.00
FPPA - 457 Percentage	1,038.17
FPPA - Police Pension	28,458.05
FPPA ROTH 457	350.00
FSA Dependent Care Amount	3,826.62
Flexible Spend Account Medical	3,865.36
Health Savings Account	20,049.52
Hospital Insurance Employee On	1,319.28
Limited Purpose Flexible Spend	48.34
Medical HSA Choice	7,503.02
Medical OAP	8,165.43
Mission Square - 401a Amount	150.00
Mission Square - 457b %	262.21
Mission Square - 457b Amount	150.00
Mission Square - Roth IRA %	917.73
Norton LifeLock Essential	233.80
Norton LifeLock Premier	434.78
PERA	52,069.16
PERA - 401K Roth Amount	500.00
PERA - 401K Amount	1,890.00
PERA - 401K Percentage	478.60
PERA - 457 AMOUNT	880.00
PERA - 457 PERCENTAGE	1,967.78
PERA - 457 ROTH AMOUNT	600.00
PERA - 457 ROTH PERCENTAG	539.90
PERA Life Insurance	108.50
Voluntary Life and AD&D Child	60.80
Voluntary Life and AD&D Employ	1,553.80
Voluntary Life and AD&D Spouse	402.98
	141,190.55

Employee Taxes	Amount
Federal W/H	69,353.17
Medicare	11,753.14
Social Security	1,025.60
Colorado State W/H	29,108.00
	111,239.91

Employer Taxes	Amount	% of Co
Employer Medicare	11,844.27	100.00%
Employer Social Security	1,025.60	100.00%
CO SUI	98.92	100.00%
	12,968.79	**100.00%**

Employer Match	Amount	% of Co
ER PERA MATCH - Match	86,136.51	100.00%
FPPA Employer Contribution - M	23,677.91	100.00%
Mission Square 457 pretax ERD	2,041.72	100.00%
	111,856.14	**100.00%**

Memo Deductions	Amount
3PSP MEDICARE	91.15
Basic Life AD&D - ER Paid	2,229.43
Dental Employer Contribution	9,714.10
HSA Employer Contribution	4,175.00
Long Term Disability ER Paid	1,955.24
Medical Base ER Contribution	41,667.22
Medical HSA Choice ER Contrib	55,021.48
Medical OAP Employer Contrib	46,700.22
Pension Death and Disability	8,175.23
Short Term Disability ER Paid	2,514.63
Vision Employer Contribution	1,776.56
	174,020.26

Net Pay	**600,905.37**

Name	Total Paid
Total ABS CONCRETE INC:	45,706.80
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	901.36
Total AGFINITY-HENDERSON:	544.50
Total AIMS JUNIOR COLLEGE DISTRICT:	971.44
Total AIRGAS INC:	363.75
Total ALAN PLUMMER AND ASSOCIATES, INC:	891.80
Total AMAZON CAPITAL SERVICES:	3,664.14
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ARKANSAS VALLEY SEED INC:	4,993.00
Total Arrakeen Resource LTD CO:	5,827.50
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	2,281.95
Total BAREFOOT RESIDENTIAL LLC:	49.36
Total BEACON COMMUNICATIONS LLC:	8,936.45
Total BINFORD SUPPLY LLC:	306.58
Total Black Hills Energy:	1,556.71
Total BLU SKY TOWING:	375.00
Total BOWMAN CONSTRUCTION SUPPLY:	2,309.85
Total BRANNAN SAND & GRAVEL CO llc:	158,639.56
Total Brian Johnson:	2,000.00
Total Brothers Redevelopment Inc:	23,446.59
Total BUCKEY INTERNATIONAL INC:	932.91
Total BUTLER SNOW LLP:	1,608.00
Total C & W TRUCK AND TRAILER, LLC:	217.82
Total CARBON VALLEY CHAMBER OF COMMERCE:	2,000.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	7,339.72
Total CELEGANS LABS INC:	15,360.62
Total CENTRAL COLORADO WATER CONSV DSTR (FURA):	.46
Total CENTRAL COLORADO WATER SUBDISTRCT (FURA):	.68
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	326,269.29
Total CENTURY LINK:	590.56
Total CHAD STRAKA:	625.00
Total CHALLENGE ENTERTAINMENT ENTERPRISES:	350.00
Total CHASE PAYMENTNET:	97,302.60
Total CHECK-IT CODE CONSULTING LLC:	8,335.03
Total CIGNA HEALTH & LIFE INSURANCE CO:	161,852.03
Total CINTAS FIRST AID & SAFETY:	650.70
Total CIRSA:	315.00

Name	Total Paid
Total CITY OF GREELEY:	1,000.00
Total COLORADO CIVIL GROUP INC.:	25,700.30
Total COLORADO JUMPS DBA AIRBOUND:	6,127.50
Total COLORADO MATERIALS, INC:	2,055.82
Total CONCENTRA MEDICAL CENTERS:	126.00
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	252.39
Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST:	5,557.68
Total DANA KEPNER COMPANY INC.:	9,491.00
Total DataShield Corporation:	103.50
Total DBC IRRIGATION SUPPLY:	2,141.23
Total DELTA DENTAL OF COLORADO, INC:	9,705.14
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,684.14
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	44,993.68
Total ENVIROTECH SERVICES INC.:	9,499.14
Total FACTORY MOTOR PARTS CO.:	452.92
Total FIDELITY NATIONAL TITLE - S DENVER:	.99
Total FIRELIGHT COMMERCIAL METROPOLITAN DIST:	3,317.63
Total FIRST AMERICAN TITLE CO:	114.01
Total FLEXX PRODUCTIONS LLC:	972.01
Total FRANCE PUBLICATIONS, INC:	2,550.00
Total FREDERICK-FIRESTONE FIRE-FURA:	39,062.74
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	524.40
Total FRONTIER BUSINESS PRODUCTS:	2,187.59
Total FUZION FIELD SERVICES LLC:	813.75
Total G & G EQUIPMENT INC:	1,247.30
Total Gasoline Lollipops LLC:	2,250.00
Total GODDING DITCH COMPANY:	853.00
Total GRAINGER:	1,143.40
Total GRAVES CONSULTING LLC:	3,500.00
Total GREEN GIRL RECYCLING SERVICES:	195.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total GREGORY LEO HANSEN:	500.00
Total HARDLINE EQUIPMENT LLC:	4,570.26
Total HARRELL'S INC:	292.18
Total HAYASHI & MACSALKA, LLC:	14,411.50
Total HAYNIE & COMPANY:	21,500.00
Total HERITAGE TITLE - TUFTS:	25.50
Total High Plains Library District - FURA:	8,375.92
Total HUBCOM INC:	1,025.00

Name	Total Paid
Total IDEAL FENCING CORPORATION:	7,401.25
Total JANE YAMADA:	625.00
Total JONES, STEPHEN:	1,500.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	5,500.28
Total KINSCO, LLC:	88.00
Total KUNC THE COLORADO SOUND:	1,000.00
Total L. L. JOHNSON DISTRIBUTING CO.:	461.57
Total LANGUAGE NEXUS, INC:	350.00
Total LANGUAGELINE SOLUTIONS:	34.64
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	34,287.70
Total LEA PARK & PLAY INC:	1,246.31
Total LENNAR COLORADO:	48.78
Total LEONARD RICE ENGINEERS, INC:	16,125.00
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total LFI Shooting Sports LLC:	2,199.93
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	1,412.78
Total LONGMONT HUMANE SOCIETY:	3,331.99
Total MAIN STREET MAT COMPANY, INC:	686.20
Total MCGRANE WATER ENGINEERING, LLC:	14,258.75
Total MDI TRUCKS OF NORTHERN COLORADO:	851.58
Total METRO PAVERS INC:	7,680.00
Total Mike Maroone Chevrolet Buick GMC Longmon:	138.71
Total MISC VENDOR:	4,532.03
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	6,703.25
Total MUTUAL OF OMAHA INSURANCE CO:	8,671.52
Total NEIGHBORS POINT METRO DISTRICT:	3,326.02
Total Northern Colorado Water Cons. Dist.-FURA:	2,667.95
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	17,558.36
Total NP125 Metropolitan District - FURA:	2,755.49
Total ODP BUSINESS SOLUTIONS LLC:	28.68
Total O'REILLY AUTO PARTS:	2,165.24
Total P3 Advisors LLC:	74,638.77
Total PAWNEE BUTTES SEED INC:	1,925.00
Total PIPEDREAMS VENTURES INC:	111.90
Total POLLARD WATER:	291.00
Total PRAIRIE MOUNTAIN PUBLISHING:	121.80
Total Print Experts:	5,781.48

Name	Total Paid
Total Professional Leverage Inc:	1,150.00
Total Public Works Equipment:	2,735.88
Total PUREWATER DYNAMICS, INC:	1,073.24
Total QUICK-SET AUTO GLASS:	450.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	115.56
Total RED WING SHOE STORE:	277.48
Total RESTITUTION / COURT REFUNDS:	3,625.68
Total RIPTIDE CAR & PET WASH:	859.00
Total ROAD SAFE TRAFFIC SYSTEMS:	1,082.60
Total ROCKY MOUNTAIN CHRISTIAN CHURCH:	5,000.00
Total ROCKY MOUNTAIN RESERVE LLC:	447.20
Total SAFETY AND CONSTRUCTION SUPPLY INC:	3,979.15
Total SALT LAKE WHOLESALE SPORTS:	11,840.00
Total Scraps LTD:	4,750.50
Total SHAMELESS SELF PROMOTIONS LLC:	1,700.00
Total SKYVIEW MEADOWS METRO DIST:	5,549.27
Total Smith Power Products Inc:	743.04
Total SPOT ON SOUND PRODUCTIONS:	5,187.50
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	1,701.97
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	61,313.10
Total ST VRAIN WATER AUTHORITY:	48,699.68
Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA:	3,929.92
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	27,763.50
Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA:	22,863.69
Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA:	2,955.59
Total St. Vrain Sanitation District - FURA:	20,293.62
Total Station Way Studios:	3,387.50
Total Stay Mobile LLC:	1,675.00
Total STEVE BALCEROVICH:	1,250.00
Total SYMBOL ARTS:	780.00
Total THE GREENS METRO DISTRICT:	403.50
Total THE SPRINGS METROPOLITAN DISTRICT:	8.70
Total THE TREE FARM:	1,183.32
Total TIMBER LINE ELECTRIC & CONTROL CORP:	4,524.70
Total TJH ENTERPRISES:	234.30
Total TRI STATE OIL RECLAIMERS, INC:	50.00
Total TRIDENT SECURITY SYSTEMS INC:	165.00
Total UMB BANK, NA:	2,250.00
Total UME CUSTOM EMBROIDERY:	1,729.07

Name	Total Paid
Total UNITED POWER:	13,646.22
Total UNITED SITE SERVICES OF COLORADO:	710.00
Total UNIVERSITY AUTO PARTS, INC:	4,513.72
Total UTILITY NOTIFICATION CENTER OF COLORADO:	975.24
Total UTILITY REFUNDS -1:	4,230.55
Total VALLI INFORMATION SYSTEMS:	2,935.82
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,890.44
Total VELOCITY POWER LLC:	715.00
Total Verizon Connect NWF INC:	310.37
Total VIA MOBILITY SERVICES:	5,940.00
Total VISION SERVICE PLAN - VSP:	1,806.67
Total WAGNER WELDING SUPPLY CO.:	9.61
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	15,477.97
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	5,526.00
Total WELD COUNTY SCHOOL DIST RE-1 (FURA):	36.83
Total Whispering Waters Irrigation District:	23,942.68
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	301.96
Total Widner Juran LLP:	2,675.76
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,243.42
Grand Totals:	1,703,861.23

Name	Total Paid
MISC VENDOR	
Total Excel Roofing Inc:	532.03
Total MIC TDC Firestone Blvd Firestone LLC:	4,000.00
Grand Totals:	4,532.03