



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

September 25, 2024
6:00 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 5:30 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 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
 - a. Young Marines
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of the August 28, 2024 Board of Trustees Regular Meeting Minutes
 - b. **Ordinance 1048:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, REPEALING AND REENACTING IN ITS CHAPTER 10.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO
 - c. **Resolution 24-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE, THE CITY OF BRIGHTON, THE CITY OF DAKONO, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF MEAD, THE TOWN OF LOCHBUIE, THE CITY OF LONGMONT, THE CITY OF THORNTON, AND WELD COUNTY REGARDING THE ESTABLISHMENT OF THE SOUTHWEST WELD COUNTY SUBREGION FORUM FOR COLLABORATIVE TRANSPORTATION PLANNING

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

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

- d. **Resolution 24-85:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN STEVE BALCEROVICH AND TIM COLEMAN FOR GENERAL COLORADO GOVERNMENTAL AFFAIRS
- e. **Resolution 24-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS METROPOLITAN DISTRICT
- f. **Resolution 24-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS SOUTH METROPOLITAN DISTRICT
- g. **Resolution 24-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2024-2025 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

6. Proclamation

- a. Suicide Awareness and Prevention Month
- b. Red Ribbon Week

7. Presentation

- a. St. Vrain School District Bond Discussion

8. Land Development

- a. **PUBLIC HEARING: Ordinance 1047:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) AND SECTION 16.8 AND TABLES 3-2 AND 7.1 OF CHAPTERS 3 AND 7 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE BOARD OF ADJUSTMENT AND LARGE FAMILY HOME DAYCARES; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

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- b. **Resolution 24-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SINGLE-DISTRICT MODEL SERVICE PLAN AND A MULTIPLE-DISTRICT MODEL SERVICE PLAN FOR USE BY PROPONENTS OF TITLE 32 SPECIAL DISTRICTS WITHIN THE TOWN OF FIRESTONE, COLORADO; AND SETTING FORTH OTHER DETAILS RELATED THERETO

9. Discussion/Action

- a. Budget Review (Water Fund, Stormwater Fund, & Water and Community Resources - General Fund)
- b. Central Weld Discussion
- c. **Ordinance 1049:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING CHAPTER 8.06 CAMPING RESTRICTIONS OF THE FIRESTONE MUNICIPAL CODE
- d. **Resolution 24-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A MASTER SERVICES AND PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AXON ENTERPRISES INC.
- e. **Resolution 24-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO 1 AND FURTHER AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC FOR WATER RIGHTS TRANSACTION SERVICES

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

11. Reports

- a. Staff
 - 11.a.i. August Monthly Financial Report
- b. Mayor
- c. Trustees

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12. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: September 25, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the August 28, 2024 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. August 28, 2024 Board of Trustees Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
August 28, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on August 28, 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, Jr.
Mayor Pro-tem: Frank A. Jimenez
Trustees: Linda J. Haney
Ray Byrd
Matt Holcomb
Lorna Morton- **EXCUSED**
Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

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

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

Becky Duckworth, a Firestone resident, provided public comment regarding a trustee's behavior during a past work session.

Kevin Brown, a Frederick resident, invited the board to Frederick's Miner's Day parade.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

a. Approval of the August 14, 2024 Board of Trustees Meeting Minutes

- b. Cancellation of September 11, 2024, Board of Trustee Regular Meeting

6. Executive Session

- a. An executive session pursuant to C.R.S. 24-6-402 (4)(a) regarding the lease of real property owned by the Town 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 lease.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to go into an executive session pursuant to C.R.S. 24-6-402 (4)(a) regarding the lease of real property owned by the Town 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 lease. All in Favor, **Motion carried.**

Start Time: 6:07 PM

End Time: 6:42 PM

7. Land Development

- a. **PUBLIC HEARING: Resolution 24-81**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICE PLAN FOR THE COAL RIDGE METROPOLITAN DISTRICT

Mayor Conyac opened the public hearing for Resolution 24-81 at 6:44 PM.

Pam Howard, Planning Manager, and District Council Paula Williams from McGeady Becher P.C., the applicant, presented to the Board of Trustees.

There was no one who wished to give public comment.

Pam Howard, Planning Manager, and District Council Paula Williams from McGeady Becher P.C., the applicant, responded to the board's questions regarding the proposed resolution.

Motion by Trustee Holcomb, **second** by Trustee Haney, to Approve **PUBLIC HEARING: Resolution 24-81**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICE PLAN FOR THE COAL RIDGE METROPOLITAN DISTRICT with the condition to remove the three million operations and maintenance.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Byrd, Trustee Doherty

No: Trustee Holcomb, Trustee Haney

Abstain: None

Motion failed.

Motion by Trustee Doherty **second** by Mayor Pro Tem Jimenez, to Approve **PUBLIC**

HEARING: Resolution 24-81: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICE PLAN FOR THE COAL RIDGE METROPOLITAN DISTRICT

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Byrd, Trustee Doherty

No: Trustee Holcomb, Trustee Haney

Abstain: None

Motion carried.

8. Discussion/Action

- a. **Resolution 24-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 24-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. Discussion of St. Vrain Valley School District Ballot Question

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

There was no one who wished to provide public comment.

10. Reports

- a. Staff

AJ Krieger, Town Manager, reported on the retreat on September 11, 2024. He reminded the board that the next time they will meet is September 25, 2024.

- b. Mayor

Mayor Conyac reported on live board meeting requests.

c. Trustees

Trustee Holcomb reported on his meeting with the fire chief.

Trustee Haney reported on the Police and Community Together (PACT) meeting that she attended on August 27, 2024.

Trustee Byrd reported on the Firestone Voice newsletter and its future topics.

11. Adjournment

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

Introduced and Approved on the 25th day of September 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac Jr., Mayor

Miriam Luna Gonzalez, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: September 25, 2024

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Ordinance 1048: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, REPEALING AND REENACTING IN ITS CHAPTER 10.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO

RECOMMENDATION

Staff recommends approval of Ordinance No. 1048

SUMMARY

The Model Traffic Code for Colorado was revised and updated in 2024, with local amendments, for consideration and adoption by the Board of Trustees.

The Model Traffic Code for Colorado is a set of uniform traffic and motor vehicle regulations that are intended to follow state law. The Colorado Department of Transportation (CDOT) publishes the code, which is developed through cooperation between state and local governments.

The Town of Firestone adopted the 2020 Model Traffic Code for Colorado at the Regular Board of Trustees Meeting on April 27, 2022, which was the latest version.

FINANCIAL CONSIDERATIONS

None

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees adopted Ordinance No. 1008 on April 27, 2022, formally adopting 2020 Model Traffic Code of Colorado.

BOARD STRATEGIC PLAN IMPACT

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

- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Firestone Model Traffic Code 2024 Ord 1048
2. Firestone Model Traffic Code 2020 Ord 1008

ORDINANCE NO. 1048

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, REPEALING AND REENACTING IN ITS CHAPTER 10.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO

WHEREAS, since 1952, the Colorado Department of Transportation (“CDOT”) has published and regularly updated a Model Traffic Code for Colorado, which is modeled after the applicable state statutes and adopted by municipalities to ensure the uniformity and standardization of traffic regulations throughout the state; and

WHEREAS, the Town of Firestone (“Town”) by Ordinance No. ____ adopted the 2020 Model Traffic Code for Colorado, which was the last edition; and

WHEREAS, CDOT has now published 2024 Model Traffic Code for Colorado which the Town desires to adopt by reference with local amendments.

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

Section 1. Chapter 10.04 Model Traffic Code of the Firestone Municipal Code, is repealed in its entirety and reenacted to provide as follows:

Sec. 10.04.010 - Adoption.

The 2024 Model Traffic Code for Colorado, promulgated and published by the Colorado Department of Transportation, Traffic Engineering Branch and Safety, 2829 West Howard Place, Denver, Colorado, 80204, including Appendices Definitions but excluding Appendix A, B, C, D, F & G, Part 17, Penalties and Procedure, and Part 18 Vehicles Abandoned on Public Property in their entirety, is hereby adopted by reference as the Model Traffic Code for the Town of Firestone as if fully set out in this codification with, however, the amendments set forth in this chapter.

Sec. 10.04.020 - Scope and effect of Model Traffic Code—Exceptions to provisions.

Section 103(2) and 103(2)(b) of the Model Traffic Code are repealed in their entirety and reenacted to provide:

- (2) The provisions of this code relating to the operation of vehicles and the movement of pedestrians shall apply to every street, alley, sidewalk, driveway, park and to every other public way or public place or public parking area within or outside the corporate limits of the town, the use of which the town has jurisdiction and authority to regulate except:
 - (b) Sections 1401, 1402 and 1413 of this code pertaining to reckless driving, careless driving and eluding a police officer shall apply to all land, areas, and property (including private) within or outside the corporate limits of the town, the use of which the town has jurisdiction and the authority to regulate.

Sec. 10.04.030. - Section 103, Scope and effect of Model Traffic Code—Exceptions to provisions.

Sections 103(3) and (4) of the Model Traffic Code are enacted to provide:

- (3) All references in this code to "official sign(s)," "official signal(s)," "official traffic control device(s)," "official device(s)," or "official marking(s)," shall be construed to refer to any and all signs, signals, devices or markings that have been placed on or about roadways, highways and other public property within the town by authority of the town, or other proper governmental official or agency, whether or not the town or such other proper governmental official or agency exercised such authority by resolution or ordinance. It is the intent of this section that the "official" nature of any sign, signal, device or marking not be construed to be an element of any traffic offense or other provision or violation of this code. Any and all references in this code to acts of a municipality "by resolution," "by ordinance," or "by local ordinance," and any requirement within this code that a municipality act "by resolution," "by ordinance," or "by local ordinance," shall be repealed and to have been construed only to guide administrative action and not as an element of any traffic offense, penalty or violation of this code.
- (4) All provisions in this code establishing offenses as a Class A or B traffic infraction or Class 1 or 2 misdemeanor offense and establishing fines and other sentencing conditions in relation to such offenses, shall be repealed in their entirety, it being the intent that any violation of this code be subject to the city's general penalty provision as set forth in Section 1.16.010 of the Firestone Municipal Code. To the extent any notice or other procedures set forth in the Model Traffic Code conflicts with the requirements or procedures set forth in the Firestone Municipal Code the Municipal Code shall prevail.

Sec. 10.04.040. - Section 104, Adoption of Traffic control manual of the Model Traffic Code

Section 104 of the Model Traffic Code is repealed in its entirety, reenacted and re-titled Authority of police personnel to provide:

- (a) It shall be the duty of the officers of the police department, or such officers as are assigned by the chief of police, to enforce all traffic regulations of the town and all state laws applicable to the town.
- (b) Officers of the police department, or such special officers as are assigned by the chief of police, are hereby authorized to direct all traffic by voice, hand or signal in conformance with state traffic laws and this code; provided that, in the event of fire or emergency, or to expedite traffic or protect pedestrians, officers of the department, and other special officers as are assigned by the chief of police, may direct traffic as conditions may require notwithstanding the provisions of the state traffic laws or this code.

Sec. 10.04.050.- Section 106. Who may restrict right of way to highways

Section 106(1) of the Model Traffic Code is amended by deleting the phrase "or ordinance" "or resolution" and "for a total period not to exceed ninety days in any one calendar year" in their entirety.

Section 106(2) of the Model Traffic Code is amended to provide: Signs designating the permissible weights shall be erected and maintained.

Section 106(4.5)(b)(I) and (II) of the Model Traffic Code are repealed in their entirety.

Section 106(6)(a) of the Model Traffic Code is amended by deleting the phrase “as evidenced by resolution or ordinance”

Sec. 10.04.060. - Section 114, Removal of traffic hazards.

Section 114(4) of the Model Traffic Code is enacted to provide:

If the town is not reimbursed within forty-five days after the property owner has been provided a demand for payment, the amount due shall become a lien against the property and certified by the town's finance director and recorded with the office of the Weld County Treasurer. Such lien shall have priority over all other liens except general taxes. The Weld County Treasurer shall collect and pay over to the town such charges in the same manner as the Treasurer is authorized to collect delinquent general property taxes.

Sec. 10.04.070. - Section 115, Traffic engineer.

Section 115 of the Model Traffic Code is enacted to provide:

- (a) The office of the traffic engineer is hereby established. The traffic engineer shall be the director of engineering and utilities or the director's authorized representative and shall exercise the power and duties provided in this code. The director of engineering and utilities shall be directly responsible to the town manager for the performance of the duties and responsibilities of the traffic engineer.
 - (1) In the absence of such appointment or at such times as the traffic engineer may be absent from the municipality or unable to perform their duties, said duties shall be vested in the chief of police or other town employee as may be designated by the town manager.
- (b) It shall be the duty of the traffic engineer or the official vested with the responsibility for traffic as provided herein to determine the installation and proper timing and maintenance of official traffic control devices, to conduct analyses of traffic accidents and to devise remedial or corrective measures, to conduct investigation of traffic conditions, to plan the operation of traffic on the streets and highways of the town, and to cooperate with other town offices in the development of ways and means to improve traffic conditions, and to carry out such additional powers and duties as are imposed by this code.
 - (1) By way of example, but not of limitation, the traffic engineer or the official vested with the office as provided herein is hereby empowered and authorized, consistent with the provisions of this code, to act as follows:
 - (i) Install, maintain, and remove traffic control devices.
 - (ii) Designate and mark medians and traffic islands.
 - (iii) Conduct speed limit surveys and investigations.
 - (iv) Designate maximum speed limits throughout the town and post said limits as provided in this code.
 - (v) Designate minimum speed limits as provided by this code.

- (vi) Regulate speed and traffic movement by traffic signals and provide for the synchronization of such signals as provided by this code.
- (vii) Designate one-way streets or roadways.
- (viii) Designate through streets or roadways and control entrances thereto.
- (ix) Designate stop or yield intersections and erect stop or yield signs thereto.
- (x) Establish restrictions, prohibitions and regulations for the parking, standing, or stopping of vehicles.
- (xi) Designate special parking zones for transit providers, press, television, radio cars, and the like.
- (xii) Designate parking meter zones and establish time limitations thereon based on an engineering and traffic investigation.
- (xiii) Establish tow-away zones.
- (xiv) Designate upon what streets, if any, angle parking shall be permitted.
- (xv) Designate and sign intersections at which drivers shall not make a right or left turn, a U turn, or any turn at all times or during certain times.
- (xvi) Designate and sign intersections where multiple turns shall be allowed:
- (xvii) Mark centerlines and lane lines and place other pavement markings necessary for the regulation and control of traffic.
- (xviii) Install and maintain crosswalks at intersections or other places where there is particular danger to pedestrians crossing the roadway.
- (xix) Establish safety zones at such places where necessary for pedestrian protection.
- (xx) Install pedestrian-control signals and designate those crossings where angle crossing by pedestrians shall be permitted.
- (xxi) Establish truck routes and truck loading zones; establish bus stops and taxicab stands.
- (xxii) Designate and sign those streets and roadways where pedestrians, bicyclists or other non-motorized vehicles, or persons operating a motor-driven cycle shall be excluded as provided by law.
- (xxiii) Designate and sign those streets upon which vehicles or loads of a certain weight shall be prohibited.
- (xxiv) Provide for temporary street or alley closures by the erection of barricades.
- (xxv) Issue special permits for curb loading operations, for the movement of vehicles having excess size or width, for parades or processions, and
- (xxvi) Perform such other duties as may be assigned to the traffic engineer by the town manager consistent with the provisions of this code.

Sec. 10.04.080. - Section 119, Driving under restraint.

Section 119 of the Model Traffic Code is enacted to provide:

- (1) It is unlawful for any person to drive a motor vehicle or off-highway vehicle upon any roadway or highway with knowledge that the person's license or privilege to drive, either as a resident or a non-resident, is under restraint for any reason.
- (2) For the purposes of this section "knowledge" means actual knowledge of any restraint from whatever source or knowledge of circumstances sufficient to cause a reasonable person to be aware that such person's license or privilege to drive was under restraint. "Knowledge" does not mean knowledge of a particular restraint or knowledge of the duration of the restraint.

- (3) “Restraint” or “restrained” means any denial, revocation, or suspension of a person’s license or privilege to drive a motor vehicle in this state or another state.

Sec. 10.04.090. - Section 203, Unsafe vehicles—Spot inspections.

Section 203(3) and (4) of the Model Traffic Code are repealed in their entirety.

Sec. 10.04.100 - Section 225, Mufflers—Prevention of noise.

Section 225(3) of the Model Traffic Code is repealed in its entirety.

Sec. 10.04.110. - Section 235, Minimum standards for commercial vehicles—Spot inspections.

Section 235, Minimum standards for commercial vehicles – spot inspections, of the Model Traffic Code, is repealed in its entirety and reenacted to provide:

- (1) A police officer may, at any time, require the driver of any commercial vehicle, as defined in section 42-4-235, C.R.S., to stop so that the officer may inspect the vehicle and all required documents for compliance with the current rules and regulations promulgated by the Colorado Department of Public Safety, Colorado Code of Regulations Volume 8, 1507-1 "Minimum Standards for the Operation of Commercial Vehicles."
- (2) A police officer may immobilize, impound, or otherwise direct the disposition of a commercial vehicle when it is determined that the motor vehicle or operation thereof is unsafe and when such immobilization, impoundment, or disposition is appropriate under the current rules and regulations promulgated by the Colorado Department of Public Safety, Colorado Code of Regulations Volume 8, 1507-1 "Minimum Standards for the Operation of Commercial Vehicles."

Sec. 10.04.120. - Section 237, Safety belt systems—Mandatory use—Exemptions penalty.

Section 237(4) (a) of the Model Traffic Code is repealed in its entirety.

Sec. 10.04.130. - Section 239, Misuse of wireless telephone—Definitions—Penalty preemption.

Section 239(2), (5) and (5.5) of the Model Traffic Code are amended and or deleted to provide:

- (2) A person under eighteen years of age shall not use a wireless telephone while operating a motor vehicle. This subsection (2) does not apply to acts specified in subsection (4) of this section.
- (5) (Deleted)
- (5.5) (Deleted)

Sec. 10.04.140. - Section 243, Nuisance exhibition of motor vehicle exhaust prohibited.

Section 243 of the Model Traffic Code is enacted to provide:

- (1) (a) It shall be unlawful for any person to engage in a nuisance exhibition of motor vehicle exhaust, which is the knowing release of soot, smoke, or other particulate emissions from a motor vehicle with a gross vehicle weight rating of fourteen thousand pounds or less into the air and onto roadways, other motor vehicles, bicyclists, or pedestrians, in a manner that obstructs or obscures another person's view of the roadway, other users of the roadway, or a traffic control device or otherwise creates a hazard to a driver, bicyclist, or pedestrian.
- (b) The prohibition set forth in subsection (1)(a) of this section does not apply to:
 1. A commercial vehicle, as defined in Appendices Definitions (17.5).
 2. A common carrier, as defined in C.R.S. Section 40-1-102(3)(a)(I).
 3. A motor carrier, as defined in C.R.S. Section 40-10.1-101(10).
 4. A motor carrier of passengers permitted pursuant to C.R.S. Section 40-10.1-302.
 5. A motor carrier of towed motor vehicles permitted pursuant to C.R.S. Section 40-10.1-401.
 6. A motor carrier of household goods, permitted pursuant to C.R.S. Section 40-10.1-502.
 7. A motor vehicle used for agricultural purposes; or
 8. Any other vehicle used for commercial activities.

Sec. 10.04.150- Section 244, License plates.

Section 244 of the Model Traffic Code is enacted to provide:

- (1) License plate required. It shall be unlawful for any person to drive, stop or park or for the owner or person in charge of any vehicle to cause or knowingly permit such vehicle to be driven, stopped or parked on any street or highway within the town or any property owned by the town, any vehicle that has been issued a license plate or plates pursuant to Colorado law, unless the vehicle's license plate or plates for the current registration year are properly attached to and displayed on the vehicle in accordance with Colorado law.
- (2) For the purposes of this section "license plate" includes standardized plates, personalized plates, special plates, military plates and all other plates both permanent and temporary issued pursuant to Colorado law.

Sec. 10.04.160. - Section 501, Size and weight violations-penalty.

Section 501 of the Model Traffic Code is amended by addition of the following:

Notwithstanding any provision of this code to the contrary, when official signs are erected giving notice thereof, no person shall operate any vehicle with a weight limit in excess of the amounts specified on such signs at any time upon any of the streets or parts thereof or upon any of the bridges or viaducts posted as heretofore provided.

Sec. 10.04.160 - Section 510, Permits for excess size and weight and for manufactured homes—Rules.

Section 510(b)(1) of the Model Traffic Code is amended by deleting the phrase, "All local permits shall be issued in the discretion of the local authority pursuant to ordinances or

resolutions. Any ordinances or resolutions of local authorities shall not conflict with this section."

Section 510(11), (12) of the Model Traffic Code are repealed in their entirety and (12) reenacted to provide:

(12) Local authorities may by resolution impose annual permit, single trip permits and overlength, over width and over height permit fees.

Sec.10.04.170. Section 511, Permit standards -state and local of the Model Traffic Code is repealed in its entirety.

Sec.10.04.180. Section 614, Designation of highway maintenance, repair, or construction zones-signs-increase in penalties for speeding violations of the Model Traffic Code is amended by deleting the second sentence of (1)(b) in its entirety and reenacting it to provide:

(b) Penalties for any person who commits a violation of Sec 1101 Speed limits in a construction zone shall be doubled.

Sec. 10.04.190. Section 615, School zones, increase in penalties for moving traffic violations of the Model Traffic Code is amended by deleting section (1) in its entirety and reenacting it to provide:

(1)Penalties for any person who commits a violation of Sec 1101 Speed limits in a school zone shall be doubled.

Sec. 10.04.180. Section 617, Steep downhill grade zones -increase and penalties and surcharges for speeding violations -definitions of the Model Traffic Code is repealed in its entirety.

Sec. 10.04.190. Section 714, Bicyclist or other authorized user in the bicycle lane

Section 714(2)(b)(I) and (II) of the Model Traffic Code are amended by deleting the phrase "and shall be punished as described in section 42-1-1402(2)(b)"and adding sub-section (3) to provide:

(3) For the purposes of this section "bicycle lane" means a portion of the roadway that has been designated by striping, signage, or other pavement markings for the exclusive use of bicyclists or other authorized users of bicycle lanes. Bicycle lane includes an intersection if the bicycle lane is marked on opposite sides of the intersection.

Sec. 10.04.200. - Section 805, Pedestrians walking or traveling in a wheelchair on highways.

Section 805(5) of the Model Traffic Code is repealed in its entirety and reenacted to provide:

Local authorities may regulate the use by pedestrians of streets and highways under its jurisdiction to the extent authorized under subsection (6) of this section and sections 110 and 111 but no regulation differing from this section shall be effective until official signs or devices giving notice thereof have been placed at such location.

Sec. 10.04.210 - Section 901, Required position and method of turning.

Section 901(a) of the Model Traffic Code are repealed in their entirety and reenacted to provide:

- (a) *Right turns.* Both the approach for a right turn and the right turn shall be made as close as practicable to the right-hand curb or edge of the roadway. Unless double turn lanes are clearly marked by official signs, it shall be unlawful for the driver of a vehicle to make a right turn into any traffic lane other than the right-most lane of traffic of the road onto which the turn is made.
- (b) *Left turns.* The driver of a vehicle intending to turn left shall approach the turn in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of such vehicle. Unless double turn lanes are clearly marked by official signs, it shall be unlawful for the driver of a vehicle to make a left turn into any traffic lane other than the left-most lane of traffic lawfully available to traffic moving in the direction of travel of such vehicle.

Sec. 10.04.220. - Section 1101, Speed limits.

Section 1101(1) of the Model Traffic Code is amended by deleting the phrase "is reasonable and prudent under the conditions then existing" and replacing with the phrase "the maximum lawful speed limit."

Section 1101(2)(b), (c) and (d) of the Model Traffic Code are repealed in their entirety and reenacted to provide:

- (b) Twenty-five miles per hour in any business district as set forth in Title 17 of the Firestone Municipal Code;
- (c) Twenty-five miles per hour in any residential district as set forth in Title 17 of the Firestone Municipal Code;
- (d) Fifteen miles per hour in any alley.

Section 1101(4) of the Model Traffic Code is repealed in its entirety.

Section 1101(5) of the Model Traffic Code is amended by deleting the phrase "alleged reasonable and prudent speed" and replacing it with the phrase "maximum lawful speed limit."

Sec. 10.04.230. - Section 1102, Altering of speed limits—when.

Section 1102(1) and (2) and (3) of the Model Traffic Code are amended by deleting the phrases "is reasonable or safe" and replacing it with the phrase "the maximum lawful speed

limit" and deleting the phrases "a reasonable and safe" and replacing it with the phrase "the maximum lawful."

Section 1102(6) of the Model Traffic Code is amended by deleting the phrase "by ordinance, or a county by resolution of the board of county commissioners" and adding the phrase "apartment complex, condominium complex or townhouse complex" after the phrase "in mobile home parks" in the section's first sentence.

Sec. 10.04.240. - Section 1203, Ski areas to install signs.

Section 1203 of the Model Traffic Code is repealed in its entirety.

Sec. 10.04.250. - Section 1204, Stopping, standing or parking prohibited in specified places.

Section 1204(8) of the Model Traffic Code is repealed in its entirety and enacted to provide:

No person shall stop, stand or park any vehicle upon any private property without the consent of the owner, lessee or person in possession of such property.

Sec. 10.04.260. - Section 1209, Owner liability for parking violations.

Section 1209 of the Model Traffic Code is amended by the addition of the following:

In any prosecution charging a violation of any provision of this Part 12 governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute an evidentiary prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the location where, and for the time during which, such violation occurred.

Sec. 10.04.270. - Section 1210, Designated areas on private property for authorized vehicles within unincorporated areas of a county.

Section 1210 of the Model Traffic Code is repealed in its entirety.

Sec. 10.04.280. - Section 1213, Parking in electric motor vehicle charging station.

Section 1213(1)(a) of the Model Traffic Code is amended by deleting the phrase "or the equivalent local ordinance," as used throughout this subsection.

Sec. 10.04.290. - Section 1301, Open alcohol beverage container in motor vehicle prohibited.

Section 1301 of the Model Traffic Code is enacted to provide:

- (1) *Definitions.* As used in this section, the following words and phrases shall mean as set forth below, unless otherwise specified:
 - (a) "Alcohol beverage" means a beverage as defined in C.R.S. 44-3-103(2).
 - (b) "Motor vehicle" means a vehicle driven or drawn by mechanical power and manufactured primarily for use on public highways but does not include a vehicle operated exclusively on a rail or rails.

- (c) "Open alcohol beverage container" means a bottle, can, or other receptacle that contains any amount of an alcohol beverage, and:
 - (I) That is open or has a broken seal; or
 - (II) The contents of which are partially removed.
- (d) "Passenger area" means the area designed to seat the driver and passengers while a motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating position, including, but not limited to, the glove compartment.
- (2) (a) Except as otherwise permitted in paragraph (b) of this subsection (2), a person while in the passenger area of a motor vehicle that is on a public roadway or highway of this state or the right-of-way of a public roadway or highway of this state may not knowingly:
 - (I) Drink an alcohol beverage; or
 - (II) Have in their possession an open alcohol beverage container.
- (b) The provisions of this subsection (2) shall not apply to:
 - (I) Passengers, other than the driver or a front seat passenger, located in the passenger area of a motor vehicle designed, maintained, or used primarily for the transportation of persons for compensation;
 - (II) The possession by a passenger, other than the driver or a front seat passenger, of an open alcohol beverage container in the living quarters of a motor home or trailer coach as defined in Appendices, Definitions, (57) (106)(a) ;
 - (III) The possession of an open alcohol beverage container in the area behind the last upright seat of a motor vehicle that is not equipped with a trunk; or
 - (IV) The possession of an open alcohol beverage container in an area not normally occupied by the driver or a passenger in a motor vehicle that is not equipped with a trunk.

Sec. 10.04.300. - Section 1302, Open marijuana container – motor vehicle prohibited.

Section 1302 of the Model Traffic Code is enacted to provide:

- (1) *Definitions.* As used in this section, the following words and phrases shall mean as set forth below unless otherwise specified.
 - (a) *Marijuana* means all parts of the plant of the genus *cannabis* whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant, which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other product.
 - (b) *Motor vehicle* shall mean a vehicle driven or drawn by mechanical power and manufactured primarily for use on public highways but does not include a vehicle operated exclusively on a rail or rails.
 - (c) *Motor home* means a vehicle designed to provide temporary living quarters and which is built into an integral part of, or a permanent attachment to, a motor vehicle chassis or van.

- (d) *Open marijuana container* means a receptacle or marijuana accessory that contains any amount of marijuana and:
 - 1. that is open or has a broken seal;
 - 2. The contents of which is partially removed; and
 - 3. there is evidence that marijuana has been consumed within the motor vehicle.
 - (e) *Passenger area* means the area designed to seat the driver and passengers, including seating behind the driver, while a motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating position, including but not limited to the glove compartment.
 - (f) *Trailer coach* means a wheeled vehicle having an overall length, excluding towing gear and bumpers, of not less than twenty-six feet, without motive power, that is designed and generally and commonly used for occupancy by persons for residential purposes, in temporary locations, and that may occasionally be drawn over the public highways by a motor vehicle and is licensed as a vehicle.
- (2) Except as otherwise permitted under this section, a person, while in the passenger area of a motor vehicle that is on a public street or roadway, or the right-of-way of a public street or roadway may not knowingly:
- (a) Use or consume marijuana; or
 - (b) Have in their possession an open marijuana container.
- (3) The provisions of this section shall not apply to:
- (a) Passengers, other than the driver or a front seat passenger, located in the passenger area of a motor vehicle designed, maintained, or used primarily for the transportation of persons for compensation; or passengers within a state and locally licensed mobile marijuana hospitality establishment;
 - (b) The possession by a passenger, other than the driver or a front seat passenger, of an open marijuana container in the living quarters of a motor home, or trailer coach;
 - (c) The possession of an open marijuana container in the area behind the last upright seat of a motor vehicle that is not equipped with a trunk; or
 - (d) The possession of an open marijuana container in an area not normally occupied by the driver or a passenger in a motor vehicle that is not equipped with a trunk.

Sec. 10.04.310. - Section 1409, Compulsory insurance – penalty – legislative intent.

Section 1409(4) and (9) of the Model Traffic Code are deleted in their entirety.

Sec. 10.04.320- Section 1413, Eluding or attempting to elude a police officer.

Section 1413 the Model Traffic Code is enacted to provide:

Any operator of a motor vehicle who an officer has reasonable grounds to believe has violated a state law or municipal ordinance, who has received a visual or audible signal such as a red light or a siren from a police officer driving a marked vehicle showing the same to be an official police, sheriff, or Colorado state patrol car directing the operator to bring the operator's vehicle to a stop, and who willfully increases their speed or extinguishes their lights in an attempt to elude such police officer, or willfully attempts in any other manner to elude the police officer, or does elude such police officer commits a traffic offense.

Sec. 10.04.330. - Section 1417, Regulation of traffic across private property.

Section 1417 of the Model Traffic Code is enacted to provide:

- (a) It is unlawful for any person to drive a motor vehicle from a public highway or roadway or any public way of this city over, across or through any private property to avoid traffic control signals or traffic control devices or as a route or shortcut from one public highway or roadway or any public way to another.
- (b) As used in this section, "private property" includes, but is not limited to, any property not designated as a public roadway, highway, street or public way, alley, right-of-way or easement.
- (c) It is an affirmative defense to a charge of violation of this section that the person charged is the owner of the property or the owner of a leasehold, possessory interest or easement in or to the property through or across which the motor vehicle is driven.

Sec. 10.04.340- Section 1418, Drivers license required

Section 1418 of the Model Traffic Code is enacted to provide:

- (1) Except as otherwise provided in C.R.S. 42-4-401 et seq., for commercial drivers, no person shall drive any motor vehicle upon any roadway unless such person has been issued a currently valid driver's or minor driver's license or an instruction permit by the State's Department of Revenue.
- (2) No person shall drive any motor vehicle upon a highway if such person's driver's or minor driver's license has been expired for one year or less and such person has not been issued another such license by the State's Department of Revenue or by another state or country subsequent to such expiration.
- (3) No person shall drive any motor vehicle upon a highway unless such person has in their immediate possession a current driver's or minor driver's license or an instruction permit issued by the State's Department of Revenue.
- (4) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall drive a type or general class of motor vehicle upon a highway for which such person has not been issued the correct type or general class of license or permit.
- (5) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall operate a motor vehicle upon a highway without having such license or permit in such person's immediate possession.
- (6) A charge of a violation of subsection (2) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid driver's or minor driver's license.
- (7) A charge of a violation of subsection (5) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid license

or permit issued to such person or an officially issued duplicate thereof if the original is lost, stolen or destroyed.

- (8) The conduct of a driver of a motor vehicle which would otherwise constitute a violation of this section is justifiable and not unlawful when:
- (a) It is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no conduct of said driver and which is of sufficient gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding the injury clearly outweighs the desirability of avoiding the injury sought to be prevented by this section or;
 - (b) The person is exempt from the requirements of a valid driver's license as set forth in C.R.S. 4-2-102.
- (9) The issue of justification or exemption is an affirmative defense. As used in this subsection (9), "affirmative defense" means that, unless the town's evidence raises the issue involving the particular defense, the defendant, to raise the issue, shall present some credible evidence of that issue. If the issue involved in an affirmative defense is raised, then the ability of the defendant must be established beyond a reasonable doubt as to that issue as well as all other elements of the traffic infraction.

Sec. 10.04.350. – Appendices – Definitions.

Appendices – Definitions of the Model Traffic Code is amended by deletion of the following definitions.

- (11) Business district
- (80) Residence district

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado, which reads in its entirety as follows:

A. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person, at least ten years of age but not yet eighteen years of age, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations.

B. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person eighteen years of age or older at the time of the violation, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations or by imprisonment not to exceed 364 days, or both such fine and imprisonment.

C. Any person convicted of a violation of the Model Traffic Code as adopted by the Town shall be punished by a fine not exceeding the maximum amount established by the state for municipal ordinance violations except that any person convicted of the offenses of Model Traffic Code Sec. 1101, speeding more than twenty-four miles over the maximum permissible speed, Model Traffic Code Sec. 1105, speed contest, Model Traffic Code Sec. 1401 reckless driving, Model Traffic Code Sec. 1413, eluding or attempting to elude a peace officer or Model Traffic Code Sec. 1409, compulsory insurance shall be subject to imprisonment not to exceed 364 days or both such fine and imprisonment.

D. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of Firestone, Colorado, is committed, continued or permitted by any such person, and he or she shall be punished accordingly.

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 ____th day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

ORDINANCE NO. 1008

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 10.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING ADOPTION OF THE REVISED 2020 MODEL TRAFFIC CODE FOR COLORADO

WHEREAS, since 1952, the Colorado Department of Transportation (“CDOT”) has published and regularly updated a Model Traffic Code for Colorado, which is modeled after the applicable state statutes and adopted by municipalities to ensure the uniformity and standardization of traffic regulations throughout the state; and

WHEREAS, the Town of Firestone (“Town”) adopted the 2010 Model Traffic Code, which was the last edition; and

WHEREAS, CDOT published a 2018 and 2019 version of the Model Traffic Code, however, a final version was not published until 2020 and the Town now desires to adopt the Revised 2020 Model Traffic Code.

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

Section 1. Chapter 10.04, Traffic Code, of the Firestone Municipal Code is repealed in its entirety and reenacted to provide as follows:

10.04.010. - Adoption.

The Revised 2020 Model Traffic Code for Colorado, promulgated and published by the Colorado Department of Transportation, Traffic Engineering Branch and Safety, 2829 West Howard Place, Denver, Colorado, 80204, excluding Appendices A, B, C, D, E, F & G, Part 17, Penalties and Procedure and Part 18, Vehicles Abandoned on Public Property, in their entirety, is hereby adopted by reference as the Model Traffic Code for the Town of Firestone as if fully set out in this codification with, however, the amendments set forth in this chapter.

10.04.020. - Scope and effect of code—Exceptions to provisions.

Section 103 (2) and 103 (2)(b) of the Model Traffic Code are repealed in their entirety and reenacted to provide:

- (2) The provisions of this code relating to the operation of vehicles and the movement of pedestrians shall apply to every street, alley, sidewalk, driveway, park and to every other public way or public place or public parking area within or outside the corporate limits of the town, the use of which the town has jurisdiction and authority to regulate except:
 - (b) Sections 1401, 1402 and 1413 of this code pertaining to reckless driving, careless driving and eluding a police officer shall apply to all land, areas, and property

(including private) within or outside the corporate limits of the town, the use of which the town has jurisdiction and the authority to regulate.

10.04.030. - Section 103, Scope and effect of Model Traffic Code—Exceptions to provisions.

Sections 103 (3) and (4) of the Model Traffic Code are enacted to provide:

- (3) All references in this code to "official sign(s)," "official signal(s)," "official traffic control device(s)," "official device(s)," or "official marking(s)," shall be construed to refer to any and all signs, signals, devices or markings that have been placed on or about roadways, highways and other public property within the town by authority of the town, or other proper governmental official or agency, whether or not the town or such other proper governmental official or agency exercised such authority by resolution or ordinance. It is the intent of this section that the "official" nature of any sign, signal, device or marking not be construed to be an element of any traffic offense or other provision or violation of this code. Any and all references in this code to acts of a municipality "by resolution," "by ordinance," or "by local ordinance," and any requirement within this code that a municipality act "by resolution," "by ordinance," or "by local ordinance," shall be repealed and to have been construed only to guide administrative action and not as an element of any traffic offense or violation of this code.
- (4) All provisions in this code establishing offenses as a Class A or B traffic infraction or Class 1 or 2 misdemeanor offense and establishing fines and other sentencing conditions in relation to such offenses, shall be repealed in their entirety, it being the intent that any violation of this code shall in accordance with 42-4-110 C.R.S., be subject to the town's general penalty provision as set forth in Section 1.16 of the Firestone Municipal Code. To the extent any notice or other procedures set forth in the Model Traffic Code conflict with the requirements or procedures set forth in the Firestone Municipal Code the later shall prevail.

10.04.040. - Section 104, Adoption of traffic control manual

Section 104 of the Model Traffic Code is repealed in its entirety re-enacted and retitled Authority of police personnel to provide:

- (1) It shall be the duty of the officers of the police department, or such officers as are assigned by the chief of police, to enforce all traffic regulations of the town and all of the State laws applicable to the town.
- (2) Officers of the police department, or such special officers as are assigned by the chief of police, are hereby authorized to direct all traffic by voice, hand or signal in conformance with State traffic laws and this code; provided that, in the event of fire or emergency, or to expedite traffic or protect pedestrians, officers of the department, and other special officers as are assigned by the chief of police, may direct traffic as conditions may require notwithstanding the provisions of the state traffic laws or this code.

10.04.050. - Section 106, Who may restrict right to use highways

Section 106 (1) of the Model Traffic Code is amended by deleting the phrases “by ordinance or resolution” and “for a total period not to exceed ninety days in any one calendar year” in their entirety.

Section 106 (2) of the Model Traffic Code is amended to provide: Signs designating the permissible weights shall be erected and maintained.

Section 106 (3) of the Model Traffic Code is amended by deleting the phrase “by ordinance or resolution.”

Section (4.5)(b)(I) and (II) of the Model Traffic Code are repealed in their entirety.

Section 106 (6)(a) of the Model Traffic Code is amended by deleting the phrase “as evidenced by resolution or ordinance”

10.04.060. - Section 113, Appropriations for administration of article.

Section 113 of the Model Traffic Code is repealed in its entirety.

10.04.070. - Section 114, Removal of traffic hazards.

Section 114 (4) of the Model Traffic Code is enacted to provide:

If the town is not reimbursed within forty-five days after the property owner has been provided a demand for payment, the amount due shall become a lien against the property and certified by the town's finance director and recorded with the office of the Weld County Treasurer. Such lien shall have priority over all other liens except general taxes. The Weld County Treasurer shall collect and pay over to the town such charges in the same manner as the Treasurer is authorized to collect delinquent general property taxes.

10.04.080. - Section 115, Traffic engineer.

Section 115 of the Model Traffic Code is enacted to provide:

- (1) The office of the traffic engineer is hereby established. The traffic engineer shall be the town engineer or the engineer's authorized representative and shall exercise the power and duties provided in this code. The town engineer shall be directly responsible to the town manager for the performance of the duties and responsibilities of the traffic engineer.
 - (a) In the absence of such appointment or at such times as the traffic engineer may be absent from the municipality or unable to perform his/her duties, said duties shall be vested in and employee as may be designated by the town manager.
- (2) It shall be the duty of the traffic engineer or the official vested with the responsibility for traffic as provided herein to determine the installation and proper timing and maintenance of official traffic control devices, to conduct analyses of traffic accidents and to devise remedial or corrective measures, to conduct investigation of traffic conditions, to plan the operation of traffic on the streets and highways of the town, and to cooperate with other

town departments in the development of ways and means to improve traffic conditions, and to carry out such additional powers and duties as are imposed by this code.

(a) By way of example, but not of limitation, the traffic engineer or the official vested with the office as provided herein is hereby empowered and authorized, consistent with the provisions of this code, to act as follows:

1. Install, maintain, and remove traffic control devices;
2. Designate and mark medians and traffic islands;
3. Conduct speed limit surveys and investigations;
4. Designate maximum speed limits throughout the town and post said limits as provided in this code;
5. Designate minimum speed limits as provided by this code;
6. Regulate speed and traffic movement by traffic signals and provide for the synchronization of such signals as provided by this code.
7. Designate one-way streets or roadways;
8. Designate through streets or roadways and control entrances thereto;
9. Designate stop or yield intersections and erect stop or yield signs thereto;
10. Establish restrictions, prohibitions and regulations for the parking, standing, or stopping of vehicles;
11. Designate special parking zones for transit providers, press, television, radio cars, and the like;
12. Designate parking meter zones and establish time limitations thereon based on an engineering and traffic investigation;
13. Establish tow-away zones;
14. Designate upon what streets, if any, angle parking shall be permitted;
15. Designate and sign intersections at which drivers shall not make a right or left turn, a U turn, or any turn at all times or during certain times;
16. Designate and sign intersections where multiple turns shall be allowed;
17. Mark centerlines and lane lines and place other pavement markings necessary for the regulation and control of traffic;
18. Install and maintain crosswalks at intersections or other places where there is particular danger to pedestrians crossing the roadway;
19. Establish safety zones at such places where necessary for pedestrian protection;
20. Install pedestrian-control signals and designate those crossings where angle crossing by pedestrians shall be permitted;
21. Establish truck routes and truck loading zones; establish bus stops and taxicab stands;
22. Designate and sign those streets and roadways where pedestrians, bicyclists or other non-motorized vehicles, or persons operating a motor-driven cycle shall be excluded as provided by law;
23. Designate and sign those streets upon which vehicles or loads of a certain weight shall be prohibited;
24. Provide for temporary street or alley closures by the erection of barricades;
25. Issue special permits for curb loading operations, for the movement of vehicles having excess size or width, for parades or processions, and
26. Perform such other duties as may be assigned to the traffic engineer by the town manager consistent with the provisions of this code.

10.04.090. - Section 118, Drivers' license required.

Section 118 of the Model Traffic Code Establishment of wildlife crossing zones-report-repeal is repealed and reenacted in its entirety and retitled "Driver's license required" to provide:

- (1) Except as otherwise provided in C.R.S. 42-4-401 et seq. for commercial drivers, no person shall drive any motor vehicle upon a highway unless such person has been issued a currently valid driver's or minor driver's license or an instruction permit by the State's Department of Revenue.
- (2) No person shall drive any motor vehicle upon a highway if such person's driver's or minor driver's license has been expired for one year or less and such person has not been issued another such license by the State's Department of Revenue or by another state or country subsequent to such expiration.
- (3) No person shall drive any motor vehicle upon a highway unless such person has in their immediate possession a current driver's or minor driver's license or an instruction permit issued by the State's Department of Revenue.
- (4) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall drive a type or general class of motor vehicle upon a highway for which such person has not been issued the correct type or general class of license or permit.
- (5) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall operate a motor vehicle upon a highway without having such license or permit in such person's immediate possession.
- (6) A charge of a violation of subsection (2) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid driver's or minor driver's license.
- (7) A charge of a violation of subsection (5) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid license or permit issued to such person or an officially issued duplicate thereof if the original is lost, stolen or destroyed.
- (8) The conduct of a driver of a motor vehicle which would otherwise constitute a violation of this section is justifiable and not unlawful when:
 - (a) It is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no conduct of said driver and which is of sufficient gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding the injury clearly outweighs the desirability of avoiding the injury sought to be prevented by this section or;
 - (b) The person is exempt from the requirements of a valid driver's license as set forth in C.R.S. 4-2-102.

- (9) The issue of justification or exemption is an affirmative defense. As used in this subsection (9), "affirmative defense" means that, unless the town's evidence raises the issue involving the particular defense, the defendant, to raise the issue, shall present some credible evidence of that issue. If the issue involved in an affirmative defense is raised, then the ability of the defendant must be established beyond a reasonable doubt as to that issue as well as all other elements of the traffic infraction.

10.04.100. - Section 203, Unsafe vehicles—Spot inspections.

Section 203 (3) and (4) of the Model Traffic Code are repealed in their entirety.

10.04.110. - Section 225, Mufflers—Prevention of noise.

Section 225 (3) of the Model Traffic Code is repealed in its entirety.

10.04.120. - Section 235, Minimum standards for commercial vehicles—Spot inspections.

Section 235, Minimum standards for commercial vehicles – spot inspections, of the Model Traffic Code, is repealed in its entirety and reenacted to provide:

- (1) A police officer may, at any time, require the driver of any commercial vehicle, as defined in C.R.S. 42-4-235, to stop so that the officer may inspect the vehicle and all required documents for compliance with the current rules and regulations promulgated by the Colorado Department of Public Safety, Colorado Code of Regulations Volume 8, 1507-1 "Minimum Standards for the Operation of Commercial Vehicles."
- (2) A police officer may immobilize, impound, or otherwise direct the disposition of a commercial vehicle when it is determined that the motor vehicle or operation thereof is unsafe and when such immobilization, impoundment, or disposition is appropriate under the current rules and regulations promulgated by the Colorado Department of Public Safety, Colorado Code of Regulations Volume 8, 1507-1 "Minimum Standards for the Operation of Commercial Vehicles."

10.04.130. - Section 237, Safety belt systems—Mandatory use—Exemptions penalty.

Section 237 (4) (a) of the Model Traffic Code is repealed in its entirety.

10.04.140. - Section 239, Misuse of wireless telephone—Definitions—Penalty preemption.

Section 239 (2), (5) and (5.5) (deleted) of the Model Traffic Code are amended to provide:

- (2) A person under eighteen years of age shall not use a wireless telephone while operating a motor vehicle. This subsection (2) does not apply to acts specified in subsection (4) of this section.
- (5) (Deleted)
- (5.5) (Deleted)

10.04.150. - Section 243, Nuisance exhibition of motor vehicle exhaust prohibited.

Section 243 of the Model Traffic Code is enacted to provide:

- (1) (a) It shall be unlawful for any person to engage in a nuisance exhibition of motor vehicle exhaust, which is the knowing release of soot, smoke, or other particulate emissions from a motor vehicle with a gross vehicle weight rating of fourteen thousand pounds or less into the air and onto roadways, other motor vehicles, bicyclists, or pedestrians, in a manner that obstructs or obscures another person's view of the roadway, other users of the roadway, or a traffic control device or otherwise creates a hazard to a driver, bicyclist, or pedestrian.
- (b) The prohibition set forth in subsection (1)(a) of this section does not apply to:
1. A commercial vehicle, as defined in C.R.S. 42-4-235;
 2. A common carrier, as defined in C.R.S. 40-1-102(3)(a)(I);
 3. A motor carrier, as defined in C.R.S. 40-10.1-101(10);
 4. A motor carrier of passengers, permitted pursuant to C.R.S. 40-10.1-302;
 5. A motor carrier of towed motor vehicles, permitted pursuant to C.R.S. 40-10.1-401;
 6. A motor carrier of household goods, permitted pursuant to C.R.S. 40-10.1-502;
 7. A motor vehicle used for agricultural purposes; or
 8. Any other vehicle used for commercial activities.

10.04.160. - Section 501, Size and weight violations-penalty.

Section 501 of the Model Traffic Code is amended by addition of the following:

Notwithstanding any provision of this code to the contrary, when official signs are erected giving notice thereof, no person shall operate any vehicle with a weight limit in excess of the amounts specified on such signs at any time upon any of the streets or parts thereof or upon any of the bridges or viaducts posted as heretofore provided.

10.04.170. - Section 510, Permits for excess size and weight and for manufactured homes—Rules.

Section 510 (b)(1) of the Model Traffic Code is amended by deleting the phrase, "All local permits shall be issued in the discretion of the local authority pursuant to ordinances or resolutions adopted in accordance with section 511. Any ordinances or resolutions of local authorities shall not conflict with this section."

Section 510 (11), (12) of the Model Traffic Code are repealed in their entirety and (12) reenacted to provide:

(12) Local authorities may by resolution impose annual permit, single trip permits and overlength, overwidth and overheight permit fees.

10.04.180. - Section 616, Wildlife crossing zones-increase in penalties for moving traffic violations of the Model Traffic Code is repealed in its entirety.

10.04.190. - Section 714, Bicyclist, or other authorized use of a bicycle in the bicycle lane of the Model Traffic Code is enacted to provide:

- (1) The driver of a vehicle shall yield the right-of-way to a bicycle or other authorized user of a bicycle in the bicycle lane.
 - (a) For the purposes of this section “bicycle lane” means a portion of the roadway that has been designated by striping, signage, or other pavement markings for the exclusive use of bicyclists or other authorized users of bicycle lanes. Bicycle lane includes an intersection if the bicycle lane is marked on opposite sides of the intersection.

10.04.200. - Section 805, Pedestrians walking or traveling in a wheelchair on highways.

Section 805 (5) of the Model Traffic Code is repealed in its entirety and reenacted to provide:

Local authorities may regulate the use by pedestrians of streets and highways under its jurisdiction to the extent authorized under subsection (6) of this section but no regulation differing from this section shall be effective until official signs or devices giving notice thereof have been placed at such location.

10.04.210. - Section 1010, Driving on divided or controlled access highway.

Section 1010 (3) of the Model Traffic Code is amended by deleting the phrase "by ordinance."

10.04.220. - Section 1101, Speed limits.

Section 1101 (1) of the Model Traffic Code is amended by deleting the phrase "is reasonable and prudent under the conditions then existing" and replacing with the phrase "the maximum lawful speed limit."

10.04.230. - Section 1101, Speed limits.

Section 1101 (2)(a)(b), (c) and (d) of the Model Traffic Code are repealed in their entirety and reenacted to provide:

- (a) Twenty-five miles per hour in any residential district as defined in Title 17 of the Firestone Municipal Code;
- (b) Thirty miles per hour in any commercial district as defined in Title 17 of the Firestone Municipal Code;
- (c) Fifteen miles per hour in any alley.

Section 1101 (4) of the Model Traffic Code is repealed in its entirety.

Section 1101 (5) of the Model Traffic Code is amended by deleting the phrase "alleged reasonable and prudent speed" and replacing it with the phrase "maximum lawful speed limit."

10.04.240. - Section 1102, Altering of speed limits—when.

Section 1102 (1) and (2) and (3) of the Model Traffic Code are amended by deleting the phrases "is reasonable or safe" and replacing it with the phrase "the maximum lawful speed limit" and deleting the phrases "a reasonable and safe" and replacing it with the phrase "the maximum lawful."

Section 1102 (6) of the Model Traffic Code is amended by deleting the phrase "by ordinance, or a county by resolution of the board of county commissioners" and adding the phrase "apartment complex, condominium complex or townhouse complex" after the phrase "in mobile home parks" in the section's first sentence.

10.04.250. - Section 1203, Ski areas to install signs.

Section 1203 of the Model Traffic Code is repealed in its entirety.

10.04.260. - Section 1204, Stopping, standing or parking prohibited in specified places.

Section 1204 (8) of the Model Traffic Code is repealed in its entirety and enacted to provide:
No person shall stop, stand, or park any vehicle upon any private property without the consent of the owner, lessee or person in possession of such property.

10.04.270. - Section 1205, Parking at curb or edge of roadway.

Section 1205 (2) and (3) are amended by deleting the phrase "by ordinance" in both sections.

10.04.280. - Section 1209, Owner liability for parking violations.

Section 1209 of the Model Traffic Code is amended by the addition of the following:

In any prosecution charging a violation of any provision of this Part 12 governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute an evidentiary prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the location where, and for the time during which, such violation occurred.

10.04.290. - Section 1210, Designated areas on private property for authorized vehicles within unincorporated areas of a county.

Section 1210 of the Model Traffic Code is repealed in its entirety and re-enacted and retitled Parking Regulations to provide as follows:

(1) *Definitions.* For the purposes of this section, the following words shall have the following meanings except as otherwise specified:

- (a) "Adventure or camper van" means a self-propelled vehicle that provides both transport and sleeping accommodations that have often been fitted out with a coach-built body, to provide sleeping accommodations.
- (b) "Commercial trailer" means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and which is generally and commonly used to carry and transport property over the public highways in furtherance of any commercial activity.
- (c) "Commercial vehicle" means any truck tractor, dump truck, semi-trailer, commercial trailer, tow truck or vehicle equipped to provide towing services, bus, which is used, or normally associated with, the transportation of materials, products, freight, other vehicles, or equipment in furtherance of any commercial activity or is used "for hire" except that any passenger vehicle designed to transport no more than nine persons or any pickup truck or van not exceeding twenty-five feet in length shall not be considered a commercial vehicle.
- (d) "Food truck" means a motorized or towed, self-contained, readily movable vehicle, that is designed and equipped to prepare and sell beverages and/or food while parked in a fixed location.
- (e) "Recreational vehicle" means a motor vehicle designed or used as a conveyance upon streets and highways and constructed so as to provide temporary occupancy as a dwelling or sleeping place for one or more persons. Recreational vehicle does not include an adventure van, camper van or pick-up truck with an attached camper shell.
- (f) "Trailer" means any wheeled vehicle, without motive power which is designed to be drawn by a motor vehicle and carry its load wholly upon its own structure and which is generally and commonly used to carry and transport property over the public highways.
- (g) "Travel trailer" means a portable structure, mounted on wheels, designed to be towed by a motorized vehicle and containing cooking or sleeping facilities to provide temporary living quarters for recreational camping or travel use. Such structures may be constructed with rigid sides or may have collapsible side walls of fabric, plastic or other pliable material.

(2) *Designated vehicle parking prohibitions.*

- (a) It shall be unlawful for any person to park any of the following vehicles on either side of the public right-of-way adjacent to any lot in any residential zoned district except, when such vehicle is being used to render services to a property located with two hundred feet of the vehicle:
 - 1. Any commercial vehicle or commercial trailer:
 - 2. Any motor vehicle exceeding twenty-five feet in length except that the measured length of such vehicle shall exclude towing gear bumpers and attached cargo racks.

3. A combination of a trailer and motor vehicle exceeding twenty-five feet in length or eight feet in wide.
 4. Any trailer or travel trailer exceeding twenty-five feet in length.
- (b) It shall be unlawful for any person to park a food truck and conduct business upon any public right-of-way except as authorized and in compliance with a permit issued by the city's office of special events.
 - (c) It shall not be a defense to this section that any vehicle, trailer, or food truck has been moved to a different location within the public right-of-way. To be in compliance the vehicle, trailer or food truck or must be removed from the right-of-way.
- (3) *Parking of recreational vehicles, travel trailers or trailers on public right-of-way prohibited.*
- (a) It is unlawful for any person to park a recreational vehicle, travel trailer or trailer on the public right-of-way except as follows:
 1. Directly in front of the single-family or multi-family dwelling of the vehicle's registered owner for a period of not more than seventy-two (72) hours when being loaded or unloaded nor more than five seventy-two (72) hour periods in any calendar year; or
 2. In compliance with the terms and conditions of a permit issued pursuant to subsection (d) herein below.
 3. It shall not be a defense to this section that the recreational vehicle, travel trailer or trailer has been moved to a different location within the public right-of-way. To be in compliance with this section, the recreational vehicle, travel trailer or trailer must be removed from the public right-of-way.
- (4) *Permits for parking of recreational vehicles or travel trailers on the public right-of-way.*
- (a) The director of public works or his/her designee may issue a permit to the registered owner of a recreational vehicle, travel trailer or trailer to park such vehicle for a period of time greater than seventy-two (72) hours on public right-of-way adjacent to any lot in any residential-zoned district subject to the following restrictions:
 1. The permit shall only allow the vehicle to be parked on the public right-of-way that is directly in front of the applicant's single-family or multi-family dwelling for a period of time which shall not exceed fifteen calendar days within any calendar year.

10.04.300. - Section 1213, Parking in electric motor vehicle charging station.

Section 1213(1)(a) of the Model Traffic Code is amended by deleting the phrase “or the equivalent local ordinance,” as used throughout this subsection.

10.04.310. - Section 1301, Open alcoholic beverage container in motor vehicle prohibited.

Section 1301 of the Model Traffic Code is enacted to provide:

- (1) *Definitions.* As used in this section, the following words and phrases shall mean as set forth below, unless otherwise specified:

- (a) "Alcoholic beverage" means a beverage as defined in C.R.S. 44-3-103(2).
 - (b) "Motor vehicle" means a vehicle driven or drawn by mechanical power and manufactured primarily for use on public highways but does not include a vehicle operated exclusively on a rail or rails.
 - (c) "Open alcoholic beverage container" means a bottle, can, or other receptacle that contains any amount of alcoholic beverage, and:
 - 1. That is open or has a broken seal; or
 - 2. The contents of which are partially removed.
 - (d) "Passenger area" means the area designed to seat the driver and passengers while a motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in his or her seating position, including, but not limited to, the glove compartment.
- (2) (a) Except as otherwise permitted in paragraph (b) of this subsection (2), a person while in the passenger area of a motor vehicle that is on a public roadway or highway of this state or the right-of-way of a public roadway or highway of this state may not knowingly:
- 1. Drink an alcoholic beverage; or
 - 2. Have in his or her possession an open alcoholic beverage container.
- (b) The provisions of this subsection (2) shall not apply to:
- 1. Passengers, other than the driver or a front seat passenger, located in the passenger area of a motor vehicle designed, maintained, or used primarily for the transportation of persons for compensation;
 - 2. The possession by a passenger, other than the driver or a front seat passenger, of an open alcoholic beverage container in the living quarters of a house coach, house trailer, motor home or trailer coach as defined in Appendices, Definitions, (58) and (114(a));
 - 3. The possession of an open alcoholic beverage container in the area behind the last upright seat of a motor vehicle that is not equipped with a trunk; or
 - 4. The possession of an open alcoholic beverage container in an area not normally occupied by the driver or a passenger in a motor vehicle that is not equipped with a trunk.

10.04.320. - Section 1302, Open marijuana container – motor vehicle prohibited.

Section 1302 of the Model Traffic Code is enacted to provide:

- (1) *Definitions.* As used in this section, the following words and phrases shall mean as set forth below unless otherwise specified.
 - (a) *Marijuana* means all parts of the plant of the genus *cannabis* whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant, which is incapable of germination, or the weight

- of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other product.
- (b) *Motor vehicle* shall mean a vehicle driven or drawn by mechanical power and manufactured primarily for use on public highways but does not include a vehicle operated exclusively on a rail or rails.
 - (c) *Motor home* means a vehicle designed to provide temporary living quarters and which is built into an integral part of, or a permanent attachment to, a motor vehicle chassis or van.
 - (d) *Open marijuana container* means a receptacle or marijuana accessory that contains any amount of marijuana and:
 - 1. that is open or has a broken seal;
 - 2. the contents of which is partially removed; and
 - 3. there is evidence that marijuana has been consumed within the motor vehicle.
 - (e) *Passenger area* means the area designed to seat the driver and passengers, including seating behind the driver, while a motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in his or her seating position, including but not limited to the glove compartment.
 - (f) *Trailer coach* means a wheeled vehicle having an overall length, excluding towing gear and bumpers, of not less than twenty-six feet, without motive power, that is designed and generally and commonly used for occupancy by persons for residential purposes, in temporary locations, and that may occasionally be drawn over the public highways by a motor vehicle and is licensed as a vehicle.
- (2) Except as otherwise permitted under this section, a person, while in the passenger area of a motor vehicle that is on a public street or roadway, or the right-of-way of a public street or roadway may not knowingly:
- (a) Use or consume marijuana; or
 - (b) Have in his or her possession an open marijuana container.
- (3) The provisions of this section shall not apply to:
- (a) Passengers, other than the driver or a front seat passenger, located in the passenger area of a motor vehicle designed, maintained, or used primarily for the transportation of persons for compensation; or passengers within a state and locally licensed mobile marijuana hospitality establishment;
 - (b) The possession by a passenger, other than the driver or a front seat passenger, of an open marijuana container in the living quarters of a motor home, or trailer coach;
 - (c) The possession of an open marijuana container in the area behind the last upright seat of a motor vehicle that is not equipped with a trunk; or
 - (d) The possession of an open marijuana container in an area not normally occupied by the driver or a passenger in a motor vehicle that is not equipped with a trunk.

10.04.330. - Section 1409, Compulsory insurance – penalty – legislative intent.

Section 1409(4) and (9) of the Model Traffic Code are deleted in their entirety.

10.04.340. - Section 1417, Regulation of traffic across private property.

Section 1417 of the Model Traffic Code is enacted to provide:

- (a) It is unlawful for any person to drive a motor vehicle from a public highway or roadway or any public way of this town over, across or through any private property to avoid traffic

control signals or traffic control devices or as a route or shortcut from one public highway or roadway or any public way to another.

- (b) As used in this section, "private property" includes, but is not limited to, any property not designated as a public roadway, highway, street or public way, alley, right-of-way or easement.
- (c) It is an affirmative defense to a charge of violation of this section that the person charged is the owner of the property or the owner of a leasehold, possessory interest or easement in or to the property through or across which the motor vehicle is driven.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado, which reads in its entirety as follows:

A. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person, at least ten years of age but not yet eighteen years of age, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations.

B. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person eighteen years of age or older at the time of the violation, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations or by imprisonment not to exceed 364 days, or both such fine and imprisonment.

C. Any person convicted of a violation of the Model Traffic Code as adopted by the Town shall be punished by a fine not exceeding the maximum amount established by the state for municipal ordinance violations except that any person convicted of the offenses of Model Traffic Code Sec. 1101, speeding more than twenty-four miles over the maximum permissible speed, Model Traffic Code Sec. 1105, speed contest, Model Traffic Code Sec. 1401 reckless driving, Model Traffic Code Sec. 1413, eluding or attempting to elude a peace officer or Model Traffic Code Sec. 1409, compulsory insurance shall be subject to imprisonment not to exceed 364 days or both such fine and imprisonment.

D. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of Firestone,

Colorado, is committed, continued or permitted by any such person, and he or she shall be punished accordingly.

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 27th day of April, 2022.



ATTEST:


Jessica Koenig, CMC, Town Clerk

TOWN OF FIRESTONE, COLORADO


Drew Alan Peterson, Mayor

APPROVED AS TO FORM:


William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: September 25, 2024

Initiated By: Matt Wiederspahn

Department: Engineering & Utilities

AGENDA ITEM

Resolution 24-83: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE, THE CITY OF BRIGHTON, THE CITY OF DAcono, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF MEAD, THE TOWN OF LOCHBUIE, THE CITY OF LONGMONT, THE CITY OF THORNTON, AND WELD COUNTY REGARDING THE ESTABLISHMENT OF THE SOUTHWEST WELD COUNTY SUBREGION FORUM FOR COLLABORATIVE TRANSPORTATION PLANNING

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-83, a resolution approving the Southwest Weld County Subregion Forum IGA.

SUMMARY

The various agencies comprising the DRCOG Southwest Weld County Forum have developed the attached IGA that outlines the Transportation Improvement Program (TIP) funding process and policies for applications submitted to the Forum.

This IGA establishes a process for submitting TIP project applications and advocating for funding opportunities for transportation projects submitted by the agencies in the forum.

The process includes selecting projects through a project priority programming process and provides the Town with the opportunity to participate in it.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees previously approved a similar IGA establishing the forum in 2018.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Encourage Community Governance with Civic Partnerships

ATTACHMENTS

1. Resolution 24-83 DRCOG SW Regional Forum IGA
2. DRCOG SW Forum IGA Combined

RESOLUTION NO. 24-83

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE, THE CITY OF BRIGHTON, THE CITY OF DACONO, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF MEAD, THE TOWN OF LOCHBUIE, THE CITY OF LONGMONT, THE CITY OF THORNTON, AND WELD COUNTY REGARDING THE ESTABLISHMENT OF THE SOUTHWEST WELD COUNTY SUBREGION FORUM FOR COLLABORATIVE TRANSPORTATION PLANNING

WHEREAS, local governments are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Town of Firestone, Colorado (“Town”), the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Mead, the Town of Lochbuie, the City of Longmont, the City of Thornton, and Weld County (each entity an “Agency” and together, the “Agencies”) wish to set forth their understanding of how regional transportation planning efforts will be coordinate; and

WHEREAS, the Agencies desire to enter into an intergovernmental agreement (“IGA”) to establish the Southwest Weld County Subregion Forum (“Forum”) for the purposes of submitting project funding requests to the Colorado Department of Transportation (“CDOT”) and the Denver Regional Council of Governments (“DRCOG”) for consideration in their respective Capital Improvement Plans; and

WHEREAS, the IGA authorizes each Agency to appoint a Forum representative to serve as a regular member of the Forum (“Appointee”) and designate one alternate to participate in the Forum in the absence of the Appointee (“Alternate”); and

WHEREAS, the Board of Trustees wishes to delegate the responsibility for making these appointments to the Forum to the Town Manager; and

WHEREAS, the Board of Trustees finds that it is in the best interests of the public health, safety, and welfare to enter into the IGA subject to the terms and conditions set forth therein.

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

The Board of Trustees hereby: (a) approves the IGA in substantially the form attached hereto as Exhibit A; (b) authorizes the Mayor to execute the IGA on behalf of the Town when in final form; and (c) delegates to the Town Manager the authority and responsibility for designating the Town’s Appointee and the Town’s Alternate.

INTRODUCED, READ AND ADOPTED this 25th day of September, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION
PLANNING INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF BRIGHTON, THE
CITY OF DAcono, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF
FIRESTONE, THE TOWN OF LOCHBUIE, THE CITY OF LONGMONT, THE TOWN OF MEAD,
THE CITY OF THORNTON, AND WELD COUNTY

THIS SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT (“Agreement”) is entered into effective as of the ____ day of _____, 202____, by and among the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town of Lochbuie, the City of Longmont, the Town of Mead, the City of Thornton, and Weld County, all of said parties being referred to collectively herein as the “Agencies.”

WITNESSETH

WHEREAS, the Agencies are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Agencies wish to set forth their understanding of how the transportation planning efforts in Southwest Weld County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation (“CDOT”) and the Denver Regional Council of Governments (“DRCOG”) for consideration in their respective Capital Improvement Plans; and

WHEREAS, in 2018 DRCOG modified the Transportation Improvement Program (“TIP”) submittal process from a centralized Regional Model where all TIP funding applications were submitted directly to DRCOG, to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process; and

WHEREAS, the Subregional Funding process component of the Dual Model is comprised of subregions that are defined as the geographical boundaries of counties and include the incorporated Towns, Cities and unincorporated county areas located within a county and Weld County’s subregion shall be referenced as the “Southwest Weld County Subregion”; and

WHEREAS, the participating agencies within each subregion will collaborate and submit projects as a subregion to compete directly with other subregions for CDOT and DRCOG Regional Funding, as well as develop a list of recommended projects to use the Subregional Funding; and

WHEREAS, the Agencies agree to coordinate, collaborate, and advocate for other grant funding opportunities to support multimodal transportation projects that will benefit the Forum, as such term is defined below; and

WHEREAS, the Agencies wish to enter into this Agreement to coordinate current and future transportation planning within Southwest Weld County.

NOW, THEREFORE, THE AGENCIES AGREE TO COOPERATE AS FOLLOWS:

- 1. The Southwest Weld County Subregion Forum Project Priority Programming Process (“4P County Hearing Process”) for Multimodal Projects.** The Appointees of the Agencies, as defined below, will use good faith efforts to collaborate in identifying priority corridors and in the development of a prioritized countywide list for interstate/state highway system, rail, transit, bicycle, pedestrian, and Transportation Demand Management (TDM) projects. These priority

corridors and list will be presented by the Forum (as such term is defined below) to CDOT and DRCOG for funding consideration during the 4P County Hearing Process and during cyclical updates to CDOT's 10-year Plan, State Transportation Improvement Plan (STIP), RTD's Strategic Plan, and DRCOG's Transportation Improvement Plan (TIP), as applicable.

2. Establishment of the Southwest Weld County Subregion Forum to specifically participate in the DRCOG Dual Model Process.

- A. Establishment of the Forum. There is hereby established by the Agencies the Southwest Weld County Subregional Forum ("Forum"), which is authorized to operate in accordance with this Agreement and take the actions authorized in subsection (E) of this Section 2.
- B. Representation on the Forum. The Agencies shall each appoint a Forum representative, that representative being a public official or other delegate, to serve as a regular member of the Forum ("Appointee"). The Agencies each may designate one (1) alternate to participate in the Forum in the absence of the Appointee ("Alternate").
- C. Establishing a Chair and Vice-Chair. The Appointees and/or Alternates (as determined by individual Agencies) identified to participate in the Forum will meet and vote to elect a Chair and Vice-Chair for the Forum. The Chair, or their designee, will be responsible for: establishing Forum agendas; chairing meetings; coordinating with staff support, as provided in Section 3, to establish meeting locations and prepare agenda packets; and coordinating the presentation of the Forum's recommended portfolio of projects to the DRCOG Board of Directors.
- D. Voting Procedures. A quorum of the Forum must be present to take a vote. The quorum shall be comprised of the simple majority of the Appointees (or Alternates in the absence of an Appointee) (which number shall be six (6) assuming all Agencies execute this Agreement). All Forum actions shall be made by motion duly seconded and approved by a majority of the quorum present. Each Agency shall have one vote. Jurisdiction(s) that do not sign this Agreement shall be considered a "Non-Voting Member(s)" without any authority to vote on Forum matters as set forth in subsection (F) of this Section 2.
- E. Forum Actions. The Forum's actions may include but are not limited to: establishment of the Forum rules; approving project submittals for Regional Funding; developing a recommended portfolio of projects for Subregional funding; adhering to established rules and procedures set forth by the DRCOG Board; developing and approving any additional rules, procedures, policies, or other activities related to the TIP project selection and evaluation process.
- F. Non-Voting Members. In addition to the Agencies, all DRCOG members and governmental entities with corporate limits wholly or partially within the Southwest Weld County Subregional boundary shall be invited to participate in discussion and provide perspective to the Forum, as well as submit projects for Subregional funding, as Non-Voting Members. This includes all non-signatory jurisdictions to this Agreement, CDOT, transportation management organizations, as well as other entities and agencies that are eligible for the direct receipt of federal TIP funding.
- G. Project Requests for DRCOG Funding. The Agencies agree to submit all DRCOG funding applications for the Southwest Weld County Subregion transportation projects or programs seeking Regional or Subregional funding through the Forum. Submissions may include any transportation related project or program eligible per the DRCOG Board's TIP Policy. The Forum will cooperate and work diligently and in good faith to create a recommended list of projects for submission to DRCOG for each TIP cycle. The Forum shall ensure that all regional

and subregional projects submitted to DRCOG comply with all grant requirements, such as, but not limited to, DRCOG adopted TIP policy and criteria; any supplemental Forum policies and/or criteria; presence in the adopted *Metro Vision Fiscally-Constrained Regional Transportation Plan*; local match requirements; and, that any project or program that is under the respective jurisdiction of either CDOT and/or RTD are supported by said Agencies.

- H. Criteria and DRCOG Assistance. DRCOG will establish overall criteria regarding project and program eligibility and evaluation of submitted projects. The Forum may choose to establish additional policy and criteria consistent with applicable Federal law and regulations. The Forum or Forum Subcommittee, which is described in Section 3, may request assistance or information, including but not limited to, air quality information and vehicle traffic projections from DRCOG staff. Once the criteria have been approved by DRCOG staff, the Forum will be responsible for reviewing DRCOG staff rankings in order to discuss project applications and recommend project rankings so the Forum recommendations can be forwarded to the DRCOG Board.
 - I. Open Meetings; Notice and Agenda Packets for Meetings. All meetings of the Forum and any Forum Subcommittee meetings, specifically pertaining to the DRCOG Dual TIP Model process, shall be open to the public with reasonable time allotted for public comment. Notice of meetings and associated materials shall be posted at least two days prior to the Forum meeting in accordance with DRCOG requirements.
- 3. Establishment of Forum Subcommittee(s). The Forum agrees to create Forum Subcommittee(s), as needed, when additional technical staff support is required to facilitate the Forum in their decision-making process. Each Forum Subcommittee will consist of one (1) staff representative from each Agency, as designated by each Agency. Forum Subcommittee(s) shall be responsible for gathering data to assist with project information and recommendations, all which will be subject to review and final approval by the Forum.
 - 4. Staff Support. Weld County staff shall be responsible for coordinating with Agencies and facilitating the Southwest Weld County Subregion Forum meetings by taking meeting minutes, developing agenda packets, and ensuring posting requirements are adhered to in conjunction with DRCOG policies.
 - 5. Planning Timeline. The Agencies project review and prioritization shall be coordinated with the DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline for the 4P County Hearing process and STIP programming.
 - 6. Benefits Inure to Agencies Only. It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of this Agreement that any entity, other than the Agencies

that are parties to this Agreement, that receives services or benefits as a result of this Agreement shall be an incidental beneficiary only, including but not limited to Non-Voting Members as defined above.

7. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person.
8. **Termination of Agreement.** This Agreement shall remain in effect until terminated by majority vote of the Agencies. Any Agency may withdraw from this Agreement by providing written notice to the Forum Chair of its intent to withdraw at least ninety (90) days prior to its intended date of withdrawal. The notice of intent to withdraw shall be by formal action of the governing body requesting withdrawal, such as a duly approved resolution. Any Agency that withdraws from the Agreement will be considered as a “Non-Voting Member” upon such withdrawal.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this said Amendment have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

**WELD COUNTY
BOARD OF COUNTY COMMISSIONERS**

Kevin D. Ross,

Date

Chair ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney's Office

CITY OF BRIGHTON

DocuSigned by:

58308F113C8B445...

Gregory Mills, Mayor

6/25/2024

Date

ATTEST:

DocuSigned by:

F60E72D6DE78461...

Natalie Haef
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

CE5007401763487...

Michael Davis
City Attorney's Office

CITY OF DACONO



(Adam Morehead), Mayor

01/08/2024

Date

ATTEST:



City Clerk

APPROVED AS TO FORM:

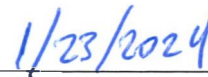


City Attorney's Office

TOWN OF ERIE



(Justin Brink) Mayor



Date

ATTEST:



Town Clerk

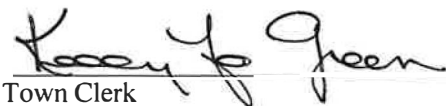


Date

TOWN OF FREDERICK


, Mayor

ATTEST:


Deputy - Town Clerk


Date

APPROVED AS TO FORM:


Town Attorney's Office

TOWN OF FIRESTONE

(), Mayor

Date

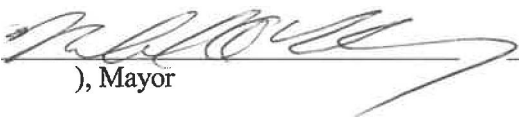
ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

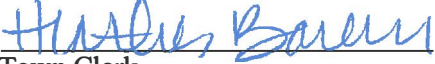
TOWN OF LOCHBUIE

(), Mayor

1/16/24
Date

ATTEST:

APPROVED AS TO FORM:


Town Clerk


Town Attorney's Office

TOWN OF MEAD

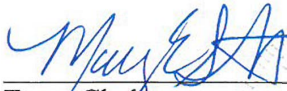


Colleen G. Whitlow, Mayor

November 27, 2023

Date

ATTEST:



Town Clerk

APPROVED AS TO FORM:



Town Attorney's Office

OPADO
11/27/2023

CITY OF THORNTON

DocuSigned by:
Kevin S. Woods
FABAA1B0FCD9428...
Kevin S. Woods, City Manager

1/25/2024
Date

ATTEST:

DocuSigned by:
 
D57962BD4ECE4A2...
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Tami Yellico
68AB059BB4C24C8...
Tami Yellico, City Attorney

CITY OF LONGMONT:



MAYOR

ATTEST:



CITY CLERK

01/10/2024

DATE

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

01/05/2024

DATE



PROOFREAD

01/05/2024

DATE

APPROVED AS TO FORM AND SUBSTANCE:



ORIGINATING DEPARTMENT

01/05/2024

DATE

CA File: 23-002685

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: September 25, 2024

Initiated By: Miriam Luna Gonzalez

Department: Town Clerk

AGENDA ITEM

Resolution 24-85: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN STEVE BALCEROVICH AND TIM COLEMAN FOR GENERAL COLORADO GOVERNMENTAL AFFAIRS

RECOMMENDATION

Approval of Resolution 24-85.

SUMMARY

Resolution 24-85 is for an agreement with Steve Balcerovich and Tim Coleman for general Colorado governmental affairs service before the Legislative and Executive branches of the Colorado government.

Services proposed include, but are not limited, to the following:

General Services

- Review all introduced bills in the regular General Sessions and any special sessions to identify legislation potentially impacting the Town of Firestone;
- Develop and maintain a written electronic summary of legislation of interest, including bill status, amendments, fiscal notes, and formal positions;
- As determined by the Firestone Town Manager provide periodic board reports and produce an end of session report, board presentation, and any other summary reports as requested;
- Participate in bi-weekly meetings during the session with the Town Manager and Trustees to report on legislative activities, discuss policy considerations, and determine formal policy positions to recommend to Board of Trustees;
- Ensure that all legislators representing the Town of Firestone are familiar with the organization and support our policy positions;
- Lobby legislators on legislation impacting the Town of Firestone as directed by the Board of Trustees;
- Attend CML's biweekly legislative briefings during the session;
- From May to November, monitor and report on relevant interim committees and activities, including all interim legislation drafted and introduced; and
- Consult with the Town Manager and Board Trustees to review annual legislative priorities and public policy positions on anticipated legislative issues impacting the Town of Firestone.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Town entered into a contract with Steve Balcerovich in 2017.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 24-85 Firestone Lobbyist Agreement Resolution
2. Lobbyist Contract 2024

RESOLUTION NO. 24-85

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN STEVE BALCEROVICH AND TIM COLEMAN FOR
GENERAL COLORADO GOVERNMENTAL AFFAIRS SERVICES**

WHEREAS, since 2017 Steve Balcerovich has provided general governmental affairs services to the Town of Firestone ("Town"), which includes general and specified legislative advocacy during the Colorado General Assembly's legislative sessions and regular reporting to the Board of Trustees; and

WHEREAS, the Board of Trustees finds such services valuable in the performance of its representative duties and desires to continue its relationship with Steve Balcerovich Tim Coleman who is now affiliated with Steve Balcerovich .

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

The Professional Services Agreement between the Town of Firestone and Steve Balcerovich and Tim Coleman for general governmental affairs services is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **STEVE BALCEROVICH AND TIM COLEMAN** an independent Contractors with a principal place of business at 1370 Grant Street, Denver, Colorado 80203 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

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

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall have an initial term of two years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for a period of two years.
- B. Either Party may serve the other with notice of a desire to amend, supplement or renegotiate specific section(s) of this agreement, in whole or in part. Such notice shall be provided in writing by either Party to the other not more than one hundred and twenty (120) calendar days prior to the anniversary date of this Agreement.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **\$2,500 per month**. This amount shall include all fees, costs

and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
 - 1. Worker's Compensation insurance as required by law.
- B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees Contractor shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

VIII. INDEMNIFICATION

- A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other fault of Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor.
- B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

-
- L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONTRACTORS

By: _____
Steve Balcerovich, Lobbyist

Tim Coleman, Lobbyist

EXHIBIT A SCOPE OF SERVICES

Contractor 's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Scope of Work

We will provide the Town of Firestone full service governmental affairs representation before the legislative and executive branches of the Colorado government. These services include legislative advocacy during sessions of the Colorado General Assembly and any special session of relevance. Also, all interim committees of interest will be monitored and reported back to the town.

General Services

- Review all introduced bills in the regular General Sessions and any special sessions to identify legislation potentially impacting the Town of Firestone;
- Develop and maintain a written, electronic summary of legislation of interest, including bill status, amendments, fiscal notes, and formal positions;
- As determined by the Firestone Town Manager, provide periodic board reports and produce an end-of-session report, board presentation, and any other summary reports as requested;
- Participate in bi-weekly meetings during the session with the Town Manager and Trustees to report on legislative activities, discuss policy considerations, and determine formal policy positions to recommend to the Board of Trustees;
- Ensure that all legislators representing the Town of Firestone are familiar with the organization and support our policy positions;
- Lobby legislators on legislation impacting the Town of Firestone and directed by the Board of Trustees;
- Attend CML's Biweekly legislative briefings during the session;
- From May to November, monitor and report on relevant interim committees and activities, including all interim legislation drafted and introduced; and
- Consult with the Town Manager and Board of Trustees to review annual legislative priorities and public policy positions on anticipated legislative issues impacting the Town of Firestone.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: September 25, 2024

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 24-87: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS METROPOLITAN DISTRICT

RECOMMENDATION

Staff recommends approval of a First Amendment to the Intergovernmental Agreement with the Springs Metropolitan District

SUMMARY

The proposed resolution approves a First Amendment to the Springs Metropolitan District's Amended and Restated Service Plan and form Intergovernmental Agreement (IGA), which was approved by the Board of Trustees on August 24, 2022.

The Service Plan, pursuant to Section V.A.10 therein, authorizes the district to exercise and use the power of eminent domain if provided pursuant to an IGA with the Town. This IGA Amendment provides for that authority only with prior written notice to the Town of such action, and if against the Town without prior written consent of the Town.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone Board of Trustees approved the Springs Metropolitan District's Amended and Restated Service Plan and form Intergovernmental Agreement (IGA) on August 24, 2022.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-87 Springs MD IGA Amendment
2. First Amendment to IGA - Town of Firestone and The Springs Metropolitan District

RESOLUTION NO. 24-87

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND THE SPRINGS METROPOLITAN DISTRICT**

WHEREAS, the Town of Firestone (“Town”) approved the Springs Metropolitan District’s (“District”) Amended and Restated Service Plan on August 24, 2022 (the “**Service Plan**”); and

WHEREAS, pursuant to Section V.A.10. of the Service Plan, the District is authorized to exercise and use the power of eminent domain if provided pursuant to an intergovernmental agreement with the Town; and

WHEREAS, in connection with approval of the Service Plan, the Parties entered into an Intergovernmental Agreement on August 24, 2022 (the “**Original IGA**”); and

WHEREAS, the Parties wish to amend the Original IGA to expressly authorize the District to exercise and use the power of eminent domain.

WHEREAS, the Board of Trustees finds that it is in the best interests of the public health, safety, and welfare to amend the Original IGA.

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

The Board of Trustees hereby: (a) approves the First Amendment to IGA in substantially the same form as the copy attached hereto as Exhibit A; and (b) authorizes the Mayor to execute the amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 25th day of September, 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
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE, COLORADO AND THE SPRINGS METROPOLITAN
DISTRICT**

THIS FIRST AMENDMENT (this “**Amendment**”) is made and entered into as of this 25th day of September 2024, by and between the TOWN OF FIRESTONE, a statutory town organized and existing under the laws of the State of Colorado (“**Town**”), and THE SPRINGS METROPOLITAN DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado (the “**District**”). The Town and District are collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, the Town Board of Trustees of the Town of Firestone, Colorado approved the District’s Amended and Restated Service Plan on August 24, 2022 (the “**Service Plan**”); and

WHEREAS, pursuant to Section V.A.10. of the Service Plan, the District shall be authorized to exercise and use the power of eminent domain if provided pursuant to an intergovernmental agreement with the Town; and

WHEREAS, in connection with approval of the Service Plan, the Parties entered into an Intergovernmental Agreement dated as of August 24, 2022 (the “**Prior Agreement**”), as amended by this Amendment (the “**Agreement**”); and

WHEREAS, the Parties have determined it is in the best interests of their respective taxpayers, residents and property owners to enter into this Amendment to amend the Prior Agreement in order to authorize the District to exercise and use the power of eminent domain.

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. Addition of Section 17. The following provision shall be added as Section 17 of the Agreement:

Eminent Domain. The District shall be authorized to utilize the power of eminent domain with prior notice to the Town; however, the District shall not utilize the power of eminent domain against Town-owned property or Town-leased property without the prior written consent of the Town.

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

[Signature page follows]

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

TOWN OF FIRESTONE, COLORADO

By: _____
Mayor

Attest:

By: _____
Town Clerk

THE SPRINGS METROPOLITAN DISTRICT

By: _____
President

Attest:

By: _____
Secretary

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: September 25, 2024

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 24-88: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS SOUTH METROPOLITAN DISTRICT

RECOMMENDATION

Staff recommends approval of a First Amendment to the Intergovernmental Agreement with the Springs Metropolitan District

SUMMARY

The proposed resolution approves a First Amendment to the Springs South Metropolitan District's Amended and Restated Service Plan and form Intergovernmental Agreement (IGA), which was approved by the Board of Trustees on August 24, 2022.

The Service Plan, pursuant to Section V.A.10 therein, authorizes the district to exercise and use the power of eminent domain if provided pursuant to an IGA with the Town. This IGA Amendment provides for that authority only with prior written notice to the Town of such action, and if against the Town without prior written consent of the Town.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone Board of Trustees approved the Springs South Metropolitan District's Amended and Restated Service Plan and form Intergovernmental Agreement (IGA) on August 24, 2022.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-88 Springs South MD IGA Amendment
2. First Amendment to IGA - Town of Firestone and The Springs South Metropolitan District

RESOLUTION NO. 24-88

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND THE SPRINGS SOUTH METROPOLITAN DISTRICT**

WHEREAS, the Town of Firestone (“Town”) approved the Springs South Metropolitan District’s (“District”) Amended and Restated Service Plan on August 24, 2022 (the “**Service Plan**”); and

WHEREAS, pursuant to Section V.A.10. of the Service Plan, the District is authorized to exercise and use the power of eminent domain if provided pursuant to an intergovernmental agreement with the Town; and

WHEREAS, in connection with approval of the Service Plan, the Parties entered into an Intergovernmental Agreement on August 24, 2022 (the “**Original IGA**”); and

WHEREAS, the Parties wish to amend the Original IGA to expressly authorize the District to exercise and use the power of eminent domain.

WHEREAS, the Board of Trustees finds that it is in the best interests of the public health, safety, and welfare to amend the Original IGA.

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

The Board of Trustees hereby: (a) approves the First Amendment to IGA in substantially the same form as the copy attached hereto as Exhibit A; and (b) authorizes the Mayor to execute the amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 25th day of September, 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
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE, COLORADO AND THE SPRINGS SOUTH
METROPOLITAN DISTRICT**

THIS FIRST AMENDMENT (this “**Amendment**”) is made and entered into as of this 25th day of September 2024, by and between the TOWN OF FIRESTONE, a statutory town organized and existing under the laws of the State of Colorado (“**Town**”), and THE SPRINGS SOUTH METROPOLITAN DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado (the “**District**”). The Town and District are collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, the Town Board of Trustees of the Town of Firestone, Colorado approved the District’s Amended and Restated Service Plan on August 24, 2022 (the “**Service Plan**”); and

WHEREAS, pursuant to Section V.A.10. of the Service Plan, the District shall be authorized to exercise and use the power of eminent domain if provided pursuant to an intergovernmental agreement with the Town; and

WHEREAS, in connection with approval of the Service Plan, the Parties entered into an Intergovernmental Agreement dated as of August 24, 2022 (the “**Prior Agreement**”), as amended by this Amendment (the “**Agreement**”); and

WHEREAS, the Parties have determined it is in the best interests of their respective taxpayers, residents and property owners to enter into this Amendment to amend the Prior Agreement in order to authorize the District to exercise and use the power of eminent domain.

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. Addition of Section 17. The following provision shall be added as Section 17 of the Agreement:

Eminent Domain. The District shall be authorized to utilize the power of eminent domain with prior notice to the Town; however, the District shall not utilize the power of eminent domain against Town-owned property or Town-leased property without the prior written consent of the Town.

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

[Signature page follows]

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

TOWN OF FIRESTONE, COLORADO

By: _____
Mayor

Attest:

By: _____
Town Clerk

THE SPRINGS SOUTH METROPOLITAN
DISTRICT

By: _____
President

Attest:

By: _____
Secretary

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.g

Consent Agenda

Meeting Date: September 25, 2024

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 24-89: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2024-2025 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

RECOMMENDATION

Staff recommends approval of Resolution 24-89, renewing the School Resource Officer program for the 2024-2025 school year.

SUMMARY

Resolution 24-89 renews and updates an Intergovernmental Agreement between the Town of Firestone and St. Vrain Valley School District (SVVSD) to provide one full-time School Resource Officer for the 2024-2025 school year.

FINANCIAL CONSIDERATIONS

This Amendment to the Intergovernmental Agreement updates the salary costs of the assigned School Resource Officer for the 2024-2025 school year. SVVSD agrees to reimburse \$38,828.38 to the Town, which amount is equal to one-half of SRO's annual salary prorated for a nine (9) month school period as identified in Exhibit A.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 23-108 on October 25, 2023, renewing the School Resource Officer program for the 2023-2024 school year.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. St Vrain SRO IGA Amendment Resolution 24-89
2. 2024-25 Amendment to Firestone Intergovernmental Agreement RESOLUTION 24-89

RESOLUTION NO. 24-89

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE 2024-2025 AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND ST. VRain VALLEY SCHOOL DISTRICT
RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, since 2021 the Town of Firestone and St. Vrain Valley School District have successfully operated a Joint School Resource Officer Program (“Program”); and

WHEREAS, the parties desire to continue the Program for 2024-2025 by amending the Intergovernmental Agreement to set forth the assigned school and compensation as described in EXHIBIT A Adopted Budget; and

WHEREAS, the Board of Trustees finds that the Program is of benefit to the community and enhances the relationship of the parties.

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

The 2024-2025 Amendment to the Intergovernmental Agreement between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

2024-25 Amendment to Intergovernmental Agreement
between the
Town of Firestone
and
St. Vrain Valley School District RE-1J
for a
Joint School Resource Officer Program

THIS 2024-25 AMENDMENT to the Intergovernmental Agreement Between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (this “2024-25 Amendment”) is made by and between the **Town of Firestone** (the “Governmental Unit”), and the **St. Vrain Valley School District RE-1J** (the “School District”).

RECITALS

WHEREAS, on or about September 8, 2021, the Governmental Unit and the School District entered into an Intergovernmental Agreement Between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (the “Original Agreement”);

WHEREAS, the Original Agreement has a one-year term that expired on June 30, 2022;

WHEREAS, Section III of the Original Agreement says, “This Agreement may be renewed each year for one additional year upon written certification by each party that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by the Governmental Unit and the School District respectively”;

WHEREAS, Section III of the Original Agreement also says, “The respective costs for the Governmental Unit and the School District for each school year will be detailed in a new Exhibit A for each additional school year;

WHEREAS, the parties renewed the Original Agreement for the 2022-2023 school year;
and

WHEREAS, the parties desire to renew the Original Agreement for an additional year.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE covenants and agreements below appearing, the parties agree as follows:

1. Each party reasonably believes that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year will be authorized by each the Governmental Unit and the School District, respectively.
2. The first sentence of Section III of the Original Agreement is hereby amended as follows:

“The term of this Agreement shall be July 1, 2024, through June 30, 2025.”
3. Exhibit A of the Original Agreement is hereby replaced in its entirety with **Exhibit A** attached hereto and incorporated herein by this reference.
4. Each Party hereby reaffirms its commitments and obligations under the Original Agreement.

Executed this _____ day of _____, 2024.

GOVERNMENTAL UNIT:

TOWN OF FIRESTONE

By: _____

Printed Name: Don Conyac Jr. -25

Title: Mayor

SCHOOL DISTRICT:

ST. VRAIN VALLEY

SCHOOL DISTRICT RE-1J

By: _____

Printed Name: Don Haddad, Ed.D.

Title: Superintendent of Schools

EXHIBIT A
Adopted Budget

1. School Year

This document is an exhibit to the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the fiscal year July 1, 2024 through June 30, 2025.

2. School Sites

School District school sites involved in the School Resource Officer Program shall be determined prior to the start of each school calendar (August-May) and should include School Resource Officer ("SRO") staffing expectations. School sites chosen for the 2024-25 school year are:

Prairie Ridge Elementary	1 SRO
Centennial Elementary	
Coal Ridge Middle School	

SRO support upon request at Middle/Elementary schools.

3. Compensation by School Year

- a. 2024-25 School Year. For the 2024-25 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2024 salaries of the SRO for the schools identified in paragraph B above:

1 SRO at 50% of 9 months 2024-25 salary =
\$38,828.38

Annual Salary 2024-25 =
\$103,542.40

Total Payment for 2024-25 school year = \$38,828.38

- b. Extra Duty Pay. Salary costs for the first officer assigned to perform extra duty services for a function will be covered by the appropriate Governmental Unit police or sheriff's office. For school-related functions (i.e., sporting events, prom,

graduation, etc.) extra duty must be approved by the principal of the school requesting extra duty assignments. For extra duty assignments that extend the officer's normal duties, there must be prior approval from the School District Superintendent's office. For each additional officer assigned to the School District for extra duty coverage, the School District will remit to the Governmental Unit a sum equal to **\$74.67 per hour** of the assignment. Said payment will cover the applicable rate of compensation to the officer plus the Governmental Unit's additional costs, including but not limited to overtime compensation, payroll taxes, and other benefits and costs.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Proclamation

Meeting Date: September 25, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Suicide Awareness and Prevention Month

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Proclamation

Meeting Date: September 25, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Red Ribbon Week

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Presentation

Meeting Date: September 25, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

St. Vrain School District Bond 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



AIM No.: 8.a

Land Development

Meeting Date: September 25, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Ordinance 1047: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) AND SECTION 16.8 AND TABLES 3-2 AND 7.1 OF CHAPTERS 3 AND 7 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE BOARD OF ADJUSTMENT AND LARGE FAMILY HOME DAYCARES; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

RECOMMENDATION

Staff recommends that the Board of Trustees approve ORDINANCE 1047: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) AND SECTION 16.8 AND TABLES 3-2 AND 7.1 OF CHAPTERS 3 AND 7 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE BOARD OF ADJUSTMENT AND LARGE FAMILY HOME DAYCARES; AND DECLARING AN EMERGENCY WITH RESPECT THERETO.

SUMMARY

During the work sessions leading up to and the hearings during which the new Firestone Development Code (FDC) was considered in 2020, Town staff mentioned that updates to the code would be necessary from time to time. Many of these updates are handled through annual ordinance amendments. Occasionally, time-sensitive issues arise, causing the need for an immediate update. The updates proposed in this amendment include establishing the Board of Adjustment and updating the Table of Accessory Uses in regard to Family Child Care Home (Large).

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Firestone Development Code was adopted by the Board of Trustees on June 24, 2020 (Ordinance 976), and the code became effective on July 30, 2020. Since that time, three amendments have been approved: Ordinance 982 was adopted on October 28, 2020, with an effective date of January 1, 2021; Ordinance 1003 was adopted on December 8, 2021, with an effective date of January 1, 2022; and Ordinance 1022 was adopted on December 14, 2022, with an effective date of January 1, 2023.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Design and Promote Livable Neighborhoods & Homes
 - Establish a Strong & Competitive Business Environment

ATTACHMENTS

1. Ordinance 1047
2. Resolution PC 24-05 Signed

ORDINANCE NO. 1047

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) AND SECTION 16.8 AND TABLES 3-2 AND 7.1 OF CHAPTERS 3 AND 7 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE BOARD OF ADJUSTMENT AND LARGE FAMILY HOME DAYCARES; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

WHEREAS, Title 16 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone, along with procedures for review and approval of all applications for development activity within the Town, including staff and review board assignments and decision-making responsibilities; and

WHEREAS, the establishment, composition and governance of a planning and zoning commission and a board of adjustment are matters of local concern; and

WHEREAS, establishing the original and appellate jurisdiction of decision-making bodies in FDC administration, including the interpretation of the FDC and the power to grant variances, is a matter of local concern; and

WHEREAS, the Board of Trustees desires to amend certain provisions of Title 2 and Title 16 to address the efficacy of administering the FDC and to guide the growth and development of the Town; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the FDC regarding those regulations and their underlying goals; and

WHEREAS, the Board of Trustees finds and declares this ordinance promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents; and

WHEREAS, the Board of Trustees finds and declares that an emergency exists because the effective date of this ordinance will unnecessarily delay the review and consideration of pending certain development applications by the appropriate decision-making body that are directly affected by the amendments proposed through this Ordinance; and

WHEREAS, accordingly, the Board of Trustees further finds and declares that it is necessary that this ordinance become effective immediately upon adopting at a single reading to preserve and protect the public’s peace, safety, and welfare.

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

Section 1. Chapter 2.40, “Board of Adjustment,” of the Firestone Municipal Code is repealed in its entirety and reserved as follows:

Chapter 2.40 – Reserved.

Section 2. The “Family Child Care Home (large)” accessory use category row within Table 3-2 (Table of Accessory Uses) of Section 16.3.3 of the Firestone Development Code is repealed in its entirety and replaced to read as follows:

ACCESSORY USE	RESIDENTIAL					COMMERCIAL				OTHER				Use-Specific Standards
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Family Child Care Home (Large)	P	P	P	P	P						P			3.3.G.2

Section 3. The “Board of Adjustment” column for the “Variance” row within Table 7.1 (Summary of Administration and Roles) of Section 16.7.1 of the Firestone Development Code is repealed in its entirety and replaced to read as follows:

TABLE 7.1: SUMMARY OF ADMINISTRATION AND REVIEW ROLES											
NOTE: This table summarizes the general review and decision-making responsibilities for the procedures contained in Chapter 7.											
R = Review (Responsible for Review or Recommendation) D = Decision (Responsible for Final Decision)						H = Hearing (Public Hearing Required) A = Appeal (Authority to Hear/Decide Appeals)					
	Section		Decision-Making Body						Notice Required		
Procedure			Board of Trustees	Planning Comm.	Board of Adjstmnt.	Chief Building Official	Town Staff	Referral Agencies/ Consultants	Town	Mailed	Property Posted
Variance	16.7.8				D-H		R	R	X	X	X

Section 4. Section 16.8.2, “Board of Adjustment,” is repealed in its entirety and replaced to read as follows:

Section 16.8.2 Board of Adjustment.

- A. Established. The Board of Adjustment is hereby established. The powers, duties and responsibilities provided by Section 31-23-307(1), C.R.S., as amended, are hereby vested in the Planning and Zoning Commission, which shall serve and act as the Board of Adjustment for the Town.
- B. Review and decision-making responsibilities. The Board of Adjustment shall have the review and decision-making responsibilities set forth in Table 7.1-1.

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

Section 6. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 8. **Emergency Declaration; Effective Date.** Based on the foregoing recitals declaring that an emergency exists and that this Ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community, this Ordinance shall take effect immediately upon its adoption, and the Board directs that publication of this Ordinance be made, as provided by Section 31-16-105, C.R.S.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE AS AN EMERGENCY ORDINANCE** this ___ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FIRESTONE PLANNING & ZONING COMMISSION

RESOLUTION NO. PC-24-05

**A RESOLUTION OF THE FIRESTONE PLANNING & ZONING COMMISSION
RECOMMENDING THAT THE BOARD OF TRUSTEES APPROVE AN ORDINANCE
AMENDING TITLE 16 OF THE FIRESTONE MUNICIPAL CODE**

WHEREAS, a Unified Development Code (“UDC”) has been identified as a critical tool in the implementation of the Town’s updated master plans; and

WHEREAS, the UDC, entitled the Firestone Development Code (“FDC”) establishes land use regulations and promotes orderly development within the Town of Firestone; and

WHEREAS, the FDC is a compilation of development regulations included in zoning, subdivision, and other land use and development related ordinances and regulations; and

WHEREAS, the Town of Firestone identifies a benefit to amend certain provisions of Title 2 and Title 16 to address the efficacy of administering the FDC and to guide the growth and development of the Town; and

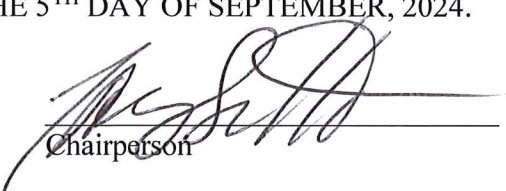
WHEREAS, the Firestone Planning & Zoning Commission has reviewed the draft amendments to the FDC, and considered the merits of these amendments in a public hearing on September 5, 2024; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE FIRESTONE PLANNING & ZONING COMMISSION:

1. That the Firestone Planning & Zoning Commission recommends approval of an ordinance amending Title 16 of the Firestone Municipal Code as detailed in Exhibit A.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE FIRESTONE PLANNING AND ZONING COMMISSION THE 5TH DAY OF SEPTEMBER, 2024.


Chairperson

ATTEST:


Secretary

EXHIBIT A

ORDINANCE NO. 1047

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) AND
SECTION 16.8 AND TABLES 3-2 AND 7.1 OF CHAPTERS 3 AND 7 OF TITLE 16
(FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE,
PERTAINING TO THE BOARD OF ADJUSTMENT AND LARGE FAMILY HOME
DAYCARES**

WHEREAS, Title 16 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone, along with procedures for review and approval of all applications for development activity within the Town, including staff and review board assignments and decision-making responsibilities; and

WHEREAS, the establishment, composition and governance of a planning and zoning commission and a board of adjustment are matters of local concern; and

WHEREAS, establishing the original and appellate jurisdiction of decision-making bodies in FDC administration, including the interpretation of the FDC and the power to grant variances, is a matter of local concern; and

WHEREAS, the Board of Trustees desires to amend certain provisions of Title 2 and Title 16 to address the efficacy of administering the FDC and to guide the growth and development of the Town; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the FDC regarding those regulations and their underlying goals; and

WHEREAS, the Board of Trustees finds and declares this ordinance promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents.

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

Section 1. Chapter 2.40, “Board of Adjustment,” of the Firestone Municipal Code is repealed in its entirety and reserved as follows:

Chapter 2.40 – Reserved.

Section 2. The “Family Child Care Home (large)” accessory use category row within Table 3-2 (Table of Accessory Uses) of Section 16.3.3 of the Firestone Development Code is repealed in its entirety and replaced to read as follows:

ACCESSORY USE	RESIDENTIAL					COMMERCIAL				OTHER				Use-Specific Standards
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Family Child Care Home (Large)	P	P	P	P	P						P			3.3.G.2

Section 3. The “Board of Adjustment” column for the “Variance” row within Table 7.1 (Summary of Administration and Roles) of Section 16.7.1 of the Firestone Development Code is repealed in its entirety and replaced to read as follows:

TABLE 7.1: SUMMARY OF ADMINISTRATION AND REVIEW ROLES

NOTE: This table summarizes the general review and decision-making responsibilities for the procedures contained in Chapter 7.

R = Review (Responsible for Review or Recommendation)
D = Decision (Responsible for Final Decision)

H = Hearing (Public Hearing Required)
A = Appeal (Authority to Hear/Decide Appeals)

Procedure	Section	Decision-Making Body					Notice Required				
		Board of Trustees	Planning Comm.	Board of Adjstmnt.	Chief Building Official	Town Staff	Referral Agencies/ Consultants	Town	Mailed	Property Posted	
Variance	16.7.8			D-H		R	R	X	X	X	

Section 4. Section 16.8.2, “Board of Adjustment,” is repealed in its entirety and replaced to read as follows:

Section 16.8.2 Board of Adjustment.

- A. Established. The Board of Adjustment is hereby established. The powers, duties and responsibilities provided by Section 31-23-307(1), C.R.S., as amended, are hereby vested in the Planning and Zoning Commission, which shall serve and act as the Board of Adjustment for the Town.
- B. Review and decision-making responsibilities. The Board of Adjustment shall have the review and decision-making responsibilities set forth in Table 7.1-1.

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

Section 6. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.b

Land Development

Meeting Date: September 25, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-86: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SINGLE-DISTRICT MODEL SERVICE PLAN AND A MULTIPLE-DISTRICT MODEL SERVICE PLAN FOR USE BY PROPONENTS OF TITLE 32 SPECIAL DISTRICTS WITHIN THE TOWN OF FIRESTONE, COLORADO; AND SETTING FORTH OTHER DETAILS RELATED THERETO

RECOMMENDATION

Staff recommends that the Board of Trustees approve Resolution 24-86, adopting a model service plan for metro districts.

SUMMARY

Approval of Resolution 24-86 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 resolution.

FINANCIAL CONSIDERATIONS

n/a

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. Resolution 24-86 codifies Board of Trustees 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. Resolution 24-86
2. Model Service Plan Single District
3. Model Service Plan Multiple Districts

RESOLUTION NO. 24-86

TOWN OF FIRESTONE, COLORADO

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SINGLE-DISTRICT MODEL SERVICE PLAN AND A MULTIPLE-DISTRICT MODEL SERVICE PLAN FOR USE BY PROPONENTS OF TITLE 32 SPECIAL DISTRICTS WITHIN THE TOWN OF FIRESTONE, COLORADO; AND SETTING FORTH OTHER DETAILS RELATED THERETO

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 special districts (“Special Districts”) that are organized within the Town’s boundaries; and

WHEREAS, the Town desires to approve model service plans to be utilized by the proponents of a Special District; and

WHEREAS, the Board of Trustees of the Town (the “Board of Trustees”) has determined, and hereby determines, that the use of model service plans is in the best interests of the Town and its inhabitants and will provide uniformity in the creation of Special Districts and facilitate the review of service plans by Town staff and approval by the Board of Trustees; and

WHEREAS, the proposed model service plans have been reviewed by a committee consisting of the Town Manager, Planning and Development Director, Planning Manager, Town Attorney and special bond counsel to the Town, and the committee has recommended that the proposed model service plans be approved by the Board of Trustees; and

WHEREAS, the Board of Trustees desires to approve the model service plans heretofore submitted to the Board of Trustees for its review and consideration.

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

Section 1. The Board of Trustees hereby approves the form of model service plan attached hereto as Exhibit A (the “Single-District Model Service Plan”), to be utilized by proponents who apply to the Town for approval of a single Special District. The Board of Trustees hereby approves the form of model service plan attached hereto as Exhibit B (the “Multiple-District Model Service Plan” and, with the Single-District Model Service Plan, the “Model Service Plans”), to be utilized by proponents who apply to the Town for approval of multiple Special Districts.

Section 2. The Board of Trustees hereby authorizes the appropriate officers and employees of the Town to develop administrative procedures to be followed by the proponents of a

Special District, including, without limitation, the fees and expenses of the Town that shall be paid by such proponent of a Special District.

ADOPTED this 25th day of September, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

(Attach Single-District Model Service Plan)

EXHIBIT B

(Attach Multiple-District Model Service Plan)

[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]

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LIST OF EXHIBITS

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
EXHIBIT G	Disclosure Notice

I. INTRODUCTION

A. Purpose and Intent.

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

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary 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 04444ing 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 VII.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. The Town O&M Mill Levy shall not extend beyond 40 years from the first imposition of such levy.

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 with prior notice to the Town; however, the District shall not utilize the power of eminent domain against Town-owned property or Town-leased property without the prior written consent of 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. The Town O&M Mill Levy shall not extend beyond 40 years from the first imposition of such 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; provided however, that if there has been filed with the District any notice or claim of action that would result in financial obligations to be borne by taxpayers of the District, the District shall immediately send written notice to the Town and shall post a notice of any such claim on the District's website.
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 Directors 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. Town O&M Mill Levy. Commensurate with the initial imposition of a debt service mill levy, the District hereby agrees that it shall impose the Town O&M Mill Levy. The District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the District first imposes a debt service mill levy and shall not be required to be imposed prior to such date. Revenues generated by the Town O&M Mill Levy and the District's obligation to remit said revenues to the Town on an annual basis, as required by the Service Plan and this Agreement, shall not be included within or subject to the Total Debt Limit. The Town O&M Mill Levy shall be separate and apart from the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy. The Town O&M Mill Levy shall not extend beyond 40 years from the first imposition of such levy.

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

<u>ATTENTION HOMEBUYER:</u> 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:

$\$500,000 \times .06765 = \$33,825$ (Assessed Valuation)

$\$33,825 \times .063 \text{ mills} = \$2,131$ per year in taxes

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$ _____ = \$

[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]

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LIST OF EXHIBITS

EXHIBIT A	Vicinity Map
EXHIBIT B	Initial Districts 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
EXHIBIT G	Disclosure Notice

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. The Town O&M Mill Levy shall not extend beyond 40 years from the first imposition of such levy.

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 District shall be authorized to utilize the power of eminent domain with prior notice to the Town; however, the District shall not utilize the power of eminent domain against Town-owned property or Town-leased property without the prior written consent of 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. TABOR Compliance.

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. Districts' Organizational Costs and Operation and Maintenance Costs.

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. The Town O&M Mill Levy shall not extend beyond 40 years from the first imposition of such 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; provided however, that if there has been filed with the District any notice or claim of action that would result in financial obligations to be borne by taxpayers of the District, the District shall immediately send written notice to the Town and shall post a notice of any such claim on the District's website.
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. The Town O&M Mill Levy shall not extend beyond 40 years from the first imposition of such 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

<u>ATTENTION HOMEBUYER:</u> 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.
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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:

$\$500,000 \times .06765 = \$33,825$ (Assessed Valuation)

$\$33,825 \times .063 \text{ mills} = \$2,131$ per year in taxes

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$ _____ = \$

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.a

Discussion/Action

Meeting Date: September 25, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Budget Review (Water Fund, Stormwater Fund, & Water and Community Resources - General Fund)

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.b

Discussion/Action

Meeting Date: September 25, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Central Weld 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



AIM No.: 9.c

Discussion/Action

Meeting Date: September 25, 2024

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Ordinance 1049: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING CHAPTER 8.06 CAMPING RESTRICTIONS OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

Staff recommends approval of Ordinance No. 1049, which enacts Chapter 8.06 of the Firestone Municipal Code restricting unauthorized camping on town property.

SUMMARY

The adoption of this ordinance prohibits unauthorized camping on town property unless the person has written permission from the town manager or designee.

On June 28, 2024, the U.S. Supreme Court ruled in *Johnson v. Grants Pass* that local governments can enforce laws restricting camping on public property without violating the Eighth Amendment's Cruel and Unusual Punishments Clause.

A person in violation of this ordinance would not automatically receive a citation or be subject to arrest because enforcement of this ordinance can only be made after the following requirements have been met:

1. A verbal or written order to vacate the unauthorized camp must be issued to the person violating this ordinance;
2. The person fails to remove all of their personal property within the required time; and,
3. A person is offered a shelter option and refuses to accept

This ordinance is necessary to ensure the health, safety, and quality of life for all residents while providing resources to those who may not have permanent housing or shelter. It aims to strike a balance between addressing the immediate concerns related to public spaces and providing support and shelter to individuals in need, which aligns with our service over-citation philosophy.

FINANCIAL CONSIDERATIONS

None

HISTORY AND PREVIOUS BOARD ACTION

None

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Ordinance No. 1049 Camping Restrictions

ORDINANCE NO. 1049

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING CHAPTER 8.06 CAMPING RESTRICTIONS OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, the unauthorized use of town property for camping, impairs, obstructs, and impedes upon the use of the property for its intended purpose; and

WHEREAS, prohibiting and abating unauthorized camping will promote sanitation, public health, and safety for those persons in an unauthorized camp and for town residents and visitors; and

WHEREAS, the town has a legitimate governmental purpose in protecting public spaces from environmental damage, as well as the promotion of sanitation, public health, safety and welfare; and

WHEREAS, to further the foregoing objectives, the town desires to amend the municipal code regarding the use of town property, to restrict camping and prohibit structures upon town property.

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

Section 1. Chapter 8.06 Camping Restrictions of the Firestone Municipal Code is enacted to provide as follows:

Sec.8,06.010 Unauthorized camping and structures on town property prohibited.

- (a) Unauthorized Camping. It shall be unlawful for any person to camp on town property without having first obtained written permission from the town manager or the manager's authorized designee.
- (b) No town employee authorized to issue a summons and complaint, make an arrest or otherwise enforce this section against any person shall do so unless.
 - (1) A town employee has issued the person a verbal or written order to vacate the unauthorized camp and remove all their personal property and the person has failed to do so within the required time; and
 - (2) The town has a shelter option available for the person; and
 - (3) If a person is offered a shelter option and refuses such person may be issued a summons and complaint and subject to arrest.

For purposes of this section, the following terms shall have the following meanings:

(i) “Town property” means all land, structures, buildings, or areas, or any other public property owned, leased, controlled, or maintained by the town including but not limited to any park, parkway, playground, recreation area, open space, trails and paths, or other town owned recreation facility, parking lot, roadway, median, street, alley, sidewalk, strip of land between streets and sidewalks, any structure or area encompassed within the public right-of-way, a municipal watercourse, bodies of water, stormwater infrastructure (such as, but not limited to, bridges, pipes, inlets, and culverts), or any other grounds, buildings, or other facilities owned, leased, or controlled by the town, regardless of whether such property is vacant or occupied and actively used for any public purpose.

(ii) “Public right-of-way” means an area of land dedicated to the public in fee simple title conveyed to the town for drainage, pedestrian, utility, street lighting, landscaping, roadway, or other purposes.

(iii) “Camp” or “camping” means the use of property for the purpose of overnight or longer occupancy, or to reside or dwell upon such property, with shelter, and conduct activities of daily living, such as eating, sleeping, or the storage of personal possessions in such place. “Camp” or “camping” includes the use of a vehicle for overnight occupancy where overnight occupancy or overnight camping is not permitted, violates this code, or any town rule or regulation, or is not otherwise permitted by the town. “Camp” or “camping” does not include picnicking, or the temporary use associated with the performance of governmental services.

(iv) “Shelter” includes, but is not limited to any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets or any other form of cover or protection from the elements except for clothing.

(v) “Written permission” includes a reservation, permit, park pass, license, or contract.

(b) *Prohibited Use of Shelters on Town Property.* No person shall erect any shelter on town property without having first obtained written permission from the town manager or the manager’s authorized designee.

(i) “Written permission” includes a documented reservation, permit, park pass, license, or contract.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this __th day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.d

Discussion/Action

Meeting Date: September 25, 2024

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 24-82: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A MASTER SERVICES AND PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AXON ENTERPRISES INC.

RECOMMENDATION

Staff recommends approval of Resolution 24-82, approving a Master Services and Purchasing Agreement between the Town and Axon Enterprises Inc.

SUMMARY

Resolution 24-82 is a 10-year Agreement between the Town and Axon Enterprises Inc (Axon). This is a new contract with Axon. With the current Axon contract set to expire in 2025, the police department is seizing the opportunity to adopt cutting edge technology that will better serve both its needs and those of the community.

Some of the proposed upgrades include receiving the latest generation of body-worn cameras (BWC), upgrading to TASER 10, unlimited cloud storage for video evidence, virtual reality training module, and an enhanced Records Management System which will streamline workflows, significantly improving data management and officer efficiency.

Another notable feature is Draft One, an AI-powered report-writing tool that automatically generates report narratives from BWC footage, drastically reducing report-writing time.

These upgrades are expected to lead to long-term savings and operational efficiencies, ultimately enhancing service delivery and aligning with the two of the police department strategic goals: Technology Advancement and Improve Operational Efficiency.

FINANCIAL CONSIDERATIONS

December 2024	\$205,000.02
January 2025	\$0.00
January 2026	\$210,156.17
January 2027	\$234,567.02
January 2028	\$258,977.88
January 2029	\$258,977.88
January 2030	\$283,388.74
January 2031	\$283,388.74
January 2032	\$283,388.74
January 2033	\$258,977.88
January 2034	\$258,977.88

TOTAL Contract Amount: \$2,535,800.95

The police department will commit a total of \$355,000.02 from seizure funds toward the total contract amount.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 21-81 on July 14, 2021, approving a Master Services and Purchasing Agreement between the Town and Axon Enterprises Inc.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Axon Enterprises Inc RESOLUTION 24-82
2. AXON Master Services and Purchasing Agreement
3. AXON Records and Standards for Firestone Police Department
4. Axon FBI CJIS Addendum (2)

RESOLUTION NO. 24-82

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A MASTER SERVICES AND
PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
AXON ENTERPRISES INC**

WHEREAS, Axon Enterprises Inc (“Axon”) is a national provider of a broad range of law enforcement technology, equipment, training, subscription services and data management; and

WHEREAS, the Police Department currently uses Axon for Body Worn Cameras and TASER equipment and services and desires to acquire Axon’s Cloud Services which includes evidence and records management systems and resources including software and training; and

WHEREAS, given the broad scope of services provided by Axon, its reputation as an industry leader and the Town’s favorable experience with the use of Axon services and equipment it is in the Town’s best interest to contract with Axon as a sole source provider.

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

The Master Services and Purchase Agreement between the Town of Firestone and Axon Enterprises Inc is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

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- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination**.
 - 16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Town of Firestone

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems. Axon will be required to sign the CJIS Vendor Addendum (see attached) as part of this Agreement, and onsite personnel must be listed in the CJIS Vendor Management Program (VMP) or they will be required to conform to the Customer's security check and protocols.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if



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an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon will ensure storage meets all State of Colorado and federal CJIS security protocols and compliance for such storage. Axon will provide Customer with a security certificate in the form of an ISO 27001 Certificate or SOC2 Type 2 Report upon request of the customer. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third Party Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer. Axon will ensure the third-party storage and subcontractor(s) meet all CJIS and Federal protocols and compliance for security of such storage, and submit to the required CJIS and Customer security testing and protocols within the bounds of Axon's customer security testing guidelines found here: <https://trust.axon.com/?itemUid=56583ca0-6561-4cf3-a150-8c0c45d214cf&source=search>
11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.



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Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

14. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
15. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
16. **Axon Narrative**. AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
17. **After Termination**. Axon will not delete Customer Content for one-hundred twenty (120) days following termination. There will be no functionality of Axon Cloud Services during these one-hundred twenty (120) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these one-hundred twenty (120) days and will thereafter, unless legally prohibited, delete



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all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

18. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
19. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
20. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☒ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)



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- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW



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Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

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personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer. All Axon employees and any subcontractors who access Customer computers must either first successfully complete CJIS compliance and security training provided by the Customer or Axon can direct the customer to CJIS Online where Customer can find employee training records and evidence of compliance.
14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



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termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



Master Services and Purchasing Agreement for Customer

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining **Customer's Axon Evidence account**
Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing **Customer's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
Proactively monitoring the health of **Axon equipment**
Creating and monitoring RMAs **on-site**
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating bi-annual **voice of customer meetings with Axon's Device Management team**
Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for four (4) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a three (3) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The Regional TAM service options are listed below or are further defined in the SOW:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**
Conducting weekly conference calls to cover **current issues and program status**
Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

**Direct Support**

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 21

Release Date: 4/1/2024

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



SUPPLEMENT TO AGREEMENT

WHEREAS, the Town of Firestone, a Colorado statutory municipality ("Customer") and Axon Enterprise Inc ("Axon"), desire to supplement the parties' Master Services and Purchasing Agreement ("Agreement") by addition of the following terms and conditions which are included in and made a part of the Agreement.

Section 1. No Multi-Year Fiscal Obligation: Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Customer's obligations under this Agreement are subject to annual appropriation by Customer's Board of Trustees. Any failure of the Board of Trustees to annually appropriate adequate monies to finance Customer's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are depleted. Notice shall be given promptly to Axon of any failure to appropriate adequate monies.

Section 2. Colorado Governmental Immunity Act: The parties hereto understand and agree that Customer is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided it by the Colorado Governmental Immunity Act, C.R.S § 24-10-101 *et seq.*, as from time to time amended, or otherwise available at law to Customer, its officers or its employees.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-555896-45541.958KH

Issued: 09/06/2024

Quote Expiration: 09/26/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 107430

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Firestone Police Department - CO 9900 PARK AVE FIRESTONE, CO 80504-7820 USA	Firestone Police Department - CO 9950 PARK AVE FIRESTONE CO 80504-7820 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Heidi Walts Phone: 13039946087 Email: hwalts@firestoneco.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$2,535,800.95
ESTIMATED TOTAL W/ TAX	\$2,535,800.95

Discount Summary

Average Savings Per Year	\$36,820.65
TOTAL SAVINGS	\$368,206.55

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$205,000.02	\$0.00	\$205,000.02
Jan 2026	\$210,156.17	\$0.00	\$210,156.17
Jan 2027	\$234,567.02	\$0.00	\$234,567.02
Jan 2028	\$258,977.88	\$0.00	\$258,977.88
Jan 2029	\$258,977.88	\$0.00	\$258,977.88
Jan 2030	\$283,388.74	\$0.00	\$283,388.74
Jan 2031	\$283,388.74	\$0.00	\$283,388.74
Jan 2032	\$283,388.74	\$0.00	\$283,388.74
Jan 2033	\$258,977.88	\$0.00	\$258,977.88
Jan 2034	\$258,977.88	\$0.00	\$258,977.88
Total	\$2,535,800.95	\$0.00	\$2,535,800.95

Quote Unbundled Price:	\$2,904,007.50
Quote List Price:	\$2,464,241.10
Quote Subtotal:	\$2,535,800.95

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$2,569.31)	(\$2,569.31)	\$0.00	(\$2,569.31)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$97,284.66	\$97,284.66	\$0.00	\$97,284.66
M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	120	\$435.87	\$330.17	\$330.17	\$1,347,093.60	\$0.00	\$1,347,093.60
B00021	BUNDLE - UNLIMITED 10YR	6	120	\$167.90	\$156.08	\$153.85	\$110,772.00	\$0.00	\$110,772.00
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	120	\$183.34	\$183.34	\$0.00	\$0.00	\$0.00	\$0.00
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	120	\$283.34	\$283.34	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	40			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	120		\$37.80	\$0.00	\$0.00	\$0.00	\$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		\$36.83	\$0.00	\$0.00	\$0.00	\$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	120		\$31.50	\$0.00	\$0.00	\$0.00	\$0.00
73681	AXON RECORDS	16	120		\$47.25	\$0.00	\$0.00	\$0.00	\$0.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	120		\$124.80	\$0.00	\$0.00	\$0.00	\$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	120		\$25.20	\$18.90	\$90,720.00	\$0.00	\$90,720.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	120		\$78.76	\$50.00	\$240,000.00	\$0.00	\$240,000.00
ProLicense	Pro License Bundle	7	120		\$48.47	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	12		\$6,250.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1			\$300.00	\$650,000.00	\$650,000.00	\$0.00	\$650,000.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	5	109		\$32.04	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$2,535,800.95	\$0.00	\$2,535,800.95

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	40	1	01/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	44	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	44	1	01/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	01/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	01/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100126	AXON VR - TACTICAL BAG	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	34	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	34	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	680	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	34	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	34	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100748	AXON VR - CONTROLLER - TASER 10	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101294	AXON VR - TABLET	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101300	AXON VR - TABLET CASE	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	34	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	68	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2025
BUNDLE - UNLIMITED 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	6	1	01/01/2025
BUNDLE - UNLIMITED 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	12	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	07/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	07/01/2027
BUNDLE - UNLIMITED 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	2	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	2	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	2	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	2	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	01/01/2030
BUNDLE - UNLIMITED 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	34	1	07/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	2	1	07/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	2	1	07/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	2	1	07/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	2	1	07/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	35	1	07/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	5	1	07/01/2032
BUNDLE - UNLIMITED 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	6	1	07/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	35	1	01/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	5	1	01/01/2035
BUNDLE - UNLIMITED 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	6	1	01/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	1	02/01/2025	01/31/2035
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	02/01/2025	01/31/2035
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	02/01/2025	01/31/2035
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR - UAS LICENSE - CLASS 2	1	02/01/2025	01/31/2035
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	02/01/2025	01/31/2035
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73618	AXON COMMUNITY REQUEST	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73638	AXON STANDARDS - LICENSE	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73680	AXON RESPOND PLUS - LICENSE	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73681	AXON RECORDS	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	34	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73739	AXON PERFORMANCE - LICENSE	34	02/01/2025	01/31/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	34	02/01/2025	01/31/2035
BUNDLE - UNLIMITED 10YR	73638	AXON STANDARDS - LICENSE	6	02/01/2025	01/31/2035
BUNDLE - UNLIMITED 10YR	73680	AXON RESPOND PLUS - LICENSE	6	02/01/2025	01/31/2035
BUNDLE - UNLIMITED 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	02/01/2025	01/31/2035
BUNDLE - UNLIMITED 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	02/01/2025	01/31/2035
BUNDLE - UNLIMITED 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	02/01/2025	01/31/2035
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	02/01/2025	01/31/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	02/01/2025	01/31/2035
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	02/01/2025	01/31/2035
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	02/01/2025	01/31/2035
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	02/01/2025	01/31/2035
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	02/01/2025	01/31/2035
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	02/01/2025	01/31/2035
A la Carte	73681	AXON RECORDS	16	02/01/2025	01/31/2035
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	02/01/2025	01/31/2035

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	34
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	34
A la Carte	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100213	AXON VR - EXT WARRANTY - TABLET	2	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	34	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	34	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	34	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	01/01/2026	01/31/2035
BUNDLE - UNLIMITED 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	6	01/01/2026	01/31/2035
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	5	01/01/2026	01/31/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	9900 PARK AVE	FIRESTONE	CO	80504-7820	USA
2	9900 PARK AVE	FIRESTONE	CO	80504-7820	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 1	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$112.95	\$0.00	\$112.95
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$10,842.85	\$0.00	\$10,842.85
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 1	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$29,366.02	\$0.00	\$29,366.02
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$4,098.60	\$0.00	\$4,098.60
Year 1	B00021	BUNDLE - UNLIMITED 10YR	6	\$5,004.51	\$0.00	\$5,004.51
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 1	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$60,859.74	\$0.00	\$60,859.74
Year 1	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$2,569.31)	\$0.00	(\$2,569.31)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$97,284.66	\$0.00	\$97,284.66
Total				\$205,000.02	\$0.00	\$205,000.02

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 2	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$215.23	\$0.00	\$215.23
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$20,661.91	\$0.00	\$20,661.91
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 2	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$55,959.31	\$0.00	\$55,959.31
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$7,810.20	\$0.00	\$7,810.20
Year 2	B00021	BUNDLE - UNLIMITED 10YR	6	\$9,536.51	\$0.00	\$9,536.51
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 2	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$115,973.01	\$0.00	\$115,973.01
Year 2	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$210,156.17	\$0.00	\$210,156.17

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 3	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$240.23	\$0.00	\$240.23
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$23,061.91	\$0.00	\$23,061.91
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 3	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$62,459.30	\$0.00	\$62,459.30
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$8,717.40	\$0.00	\$8,717.40
Year 3	B00021	BUNDLE - UNLIMITED 10YR	6	\$10,644.20	\$0.00	\$10,644.20
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 3	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$129,443.98	\$0.00	\$129,443.98
Year 3	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$234,567.02	\$0.00	\$234,567.02

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 4	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$265.23	\$0.00	\$265.23
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$25,461.91	\$0.00	\$25,461.91
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$68,959.25	\$0.00	\$68,959.25
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$9,624.60	\$0.00	\$9,624.60
Year 4	B00021	BUNDLE - UNLIMITED 10YR	6	\$11,751.95	\$0.00	\$11,751.95
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 4	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$142,914.94	\$0.00	\$142,914.94
Year 4	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$258,977.88	\$0.00	\$258,977.88

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 5	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$265.23	\$0.00	\$265.23
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$25,461.91	\$0.00	\$25,461.91
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 5	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$68,959.25	\$0.00	\$68,959.25
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$9,624.60	\$0.00	\$9,624.60
Year 5	B00021	BUNDLE - UNLIMITED 10YR	6	\$11,751.95	\$0.00	\$11,751.95
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 5	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$142,914.94	\$0.00	\$142,914.94
Year 5	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$258,977.88	\$0.00	\$258,977.88

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 6	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$290.23	\$0.00	\$290.23
Year 6	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$27,861.91	\$0.00	\$27,861.91
Year 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 6	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 6	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 6	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 6	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$75,459.29	\$0.00	\$75,459.29

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$10,531.80	\$0.00	\$10,531.80
Year 6	B00021	BUNDLE - UNLIMITED 10YR	6	\$12,859.69	\$0.00	\$12,859.69
Year 6	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 6	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 6	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 6	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 6	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$156,385.82	\$0.00	\$156,385.82
Year 6	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$283,388.74	\$0.00	\$283,388.74

Jan 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 7	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$290.23	\$0.00	\$290.23
Year 7	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$27,861.91	\$0.00	\$27,861.91
Year 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 7	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 7	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 7	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 7	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$75,459.29	\$0.00	\$75,459.29
Year 7	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$10,531.80	\$0.00	\$10,531.80
Year 7	B00021	BUNDLE - UNLIMITED 10YR	6	\$12,859.69	\$0.00	\$12,859.69
Year 7	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 7	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 7	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 7	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 7	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$156,385.82	\$0.00	\$156,385.82
Year 7	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$283,388.74	\$0.00	\$283,388.74

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 8	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$290.23	\$0.00	\$290.23
Year 8	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$27,861.91	\$0.00	\$27,861.91
Year 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 8	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 8	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 8	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 8	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$75,459.29	\$0.00	\$75,459.29
Year 8	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$10,531.80	\$0.00	\$10,531.80
Year 8	B00021	BUNDLE - UNLIMITED 10YR	6	\$12,859.69	\$0.00	\$12,859.69
Year 8	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 8	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 8	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 8	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$156,385.82	\$0.00	\$156,385.82
Year 8	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$283,388.74	\$0.00	\$283,388.74

Jan 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 9	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$265.23	\$0.00	\$265.23
Year 9	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$25,461.91	\$0.00	\$25,461.91
Year 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 9	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 9	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 9	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 9	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$68,959.25	\$0.00	\$68,959.25
Year 9	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$9,624.60	\$0.00	\$9,624.60
Year 9	B00021	BUNDLE - UNLIMITED 10YR	6	\$11,751.95	\$0.00	\$11,751.95
Year 9	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 9	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 9	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 9	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 9	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$142,914.94	\$0.00	\$142,914.94
Year 9	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$258,977.88	\$0.00	\$258,977.88

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$0.00	\$0.00	\$0.00
Year 10	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$0.00	\$0.00	\$0.00
Year 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$265.23	\$0.00	\$265.23
Year 10	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	40	\$25,461.91	\$0.00	\$25,461.91
Year 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 10	50448	AXON INTERVIEW - EXT WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 10	73681	AXON RECORDS	16	\$0.00	\$0.00	\$0.00
Year 10	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 10	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$68,959.25	\$0.00	\$68,959.25
Year 10	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	40	\$9,624.60	\$0.00	\$9,624.60
Year 10	B00021	BUNDLE - UNLIMITED 10YR	6	\$11,751.95	\$0.00	\$11,751.95
Year 10	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 10	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 10	H00001	AB4 Camera Bundle	40	\$0.00	\$0.00	\$0.00
Year 10	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	M00013	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	34	\$142,914.94	\$0.00	\$142,914.94
Year 10	ProLicense	Pro License Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$258,977.88	\$0.00	\$258,977.88

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-327037, Q-327895, Q-327991, Q-363062, Q-447062

Agency is terminating those contracts effective 2/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$94,715.35

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00065686. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/6/2024





STATEMENT OF WORK
FOR THE
IMPLEMENTATION OF
AXON RECORDS AND
STANDARDS FOR
FIRESTONE, CO PD
("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255



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AXON REGIONAL TAM RESPONSIBILITIES – 36



1. PROJECT OVERVIEW

This document serves as an overview of the Axon Records project. Axon Records and Axon Standards are cloud-native software solutions provided as a SaaS subscription.

1. SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

AXON RECORDS	▶ Attachments ▶ Audit Trail ▶ Axon DataStore ▶ MODULE Case Management ▶ Configurable Forms and Fields ▶ MODULE Crimes, Productivity, and Cases Analytics ▶ Distribution Management ▶ Employee Management ▶ Expungement ▶ Field Interviews ▶ MODULE Incident Reporting ▶ Master Index Alerts ▶ Master Location Index ▶ Master Name Index	▶ Master Vehicle Index ▶ Colorado NIBRS State Reporting ▶ MODULE Physical Property & Evidence Entry ▶ Print Auditing ▶ Records Requests ▶ Redaction ▶ Restrictions ▶ Sealing ▶ Search ▶ Supplements ▶ User permission Management ▶ MODULE Warrants ▶ MODULE Bookings ▶ MODULE Permits
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AXON STANDARDS	▶ Attachments ▶ Citizen Complaint ▶ Configurable Forms and Fields ▶ MODULE Early Intervention (EIS) ▶ MODULE Early Intervention (EIS) and Use of Force Analytics ▶ MODULE Internal Affairs Investigative Case Management	▶ Internal Complaint ▶ Internal / External Compliment ▶ Redaction ▶ Restrictions ▶ MODULE Use of Force ▶ Show of Force ▶ Vehicle Collision ▶ Vehicle Pursuit ▶ Vehicle Eluding ▶ MODULE Personnel ▶

2. DEFINITIONS

TERM DEFINITION	
PARTIES	
Agency	Firestone, CO PD who is identified within this SOW
End-Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and agency-specific interfaces developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, functional acceptance testing, user acceptance testing, and training take place



Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Discovery Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Design Build Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.
Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for functional acceptance testing and user acceptance testing.
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces, data conversion, and NIBRS state and federal certification
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in the Third-Party Products and Services section
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective



3. OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- ▶ Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- ▶ Third-party products and services costs related to the vendors or agency's side of the integration
- ▶ Changes made by the agency after configuration is complete



2. PROFESSIONAL SERVICES

2.1 GENERAL

The agency provides a master charge table that Axon loads. Axon provides the appropriate structure to the agency.

2.2 REPORTING AND DATASTORE

- ▶ The access to the DataStore includes read-only access to prescribed views of data which are made available from the entry of data using the Axon Records User Interface.
- ▶ Axon provides the agency with a data dictionary and/or other appropriate documentation.
- ▶ Axon provides the following analytics reports as part of the Records system: Crimes, Productivity, and Cases
- ▶ Axon provides the following analytics reports as part of the Standards system: Use of Force, Early Intervention (EIS)
- ▶ If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.3 AXON CONFIGURATIONS

- ▶ Axon will connect the Records SQL database to LexisNexis Accurant data aggregator
- ▶ Axon will connect the Records SQL database to LexisNexis Crime Mapping solution
- ▶ **Records | NIBRS | State Reporting:** Axon RMS will comply with Federal and State National Incident Based Reporting System (NIBRS) guidelines and requirements to ensure accurate reporting within acceptable state thresholds. Axon will facilitate data submission based off state specifications via web service integration and upload. NIBRS Certification is considered a separate requirement and timeline from Final MCR that will be determined in collaboration with the Agency's Records Department, the Axon Compliancy Team, and State UCR/NIBRS Program.
- ▶ To utilize certain systems, no integration is necessary; however, access to the Axon Records DataStore is required. This access may necessitate action by the customer, their third-party vendor, or Axon. Axon will furnish credentials/access to the Axon Records DataStore. It is understood that any work or



changes associated with creating queries to access the data are the responsibility of the customer or their vendor, and Axon bears no liability in this regard. The Axon Records DataStore is provided on an as-is basis, and any requests for custom views, queries, or connections will be subject to review within the standard change order process.

- ▶ Below is a partial list of additional forms that Firestone, CO PD may request to add to the Axon system. These forms are used by officers and investigators to supplement their Incident Reports/Case in the RMS: To be determined during the discovery phase of the project.

2.4 IMPLEMENTATION PLAN

This Implementation Plan provides a high-level overview of the key Phases, Activities and Deliverables required to accommodate a successful implementation of Axon Records. While each implementation is tailored to meet the unique needs of your agency, a sample of the detailed Project Schedule and Build Sequencing has been included in the provided appendices.

PHASE	ACTIVITY	DELIVERABLE
Project Initiation Kickoff	▶ Project Team Meet and Greet ▶ Setup Agency Sandbox environment ▶ Setup Agency PMIS (project toolkit) ▶ Project Kick- Off Meeting ▶ Inventory available agency artifacts	▶ Project Kick- Off Presentation ▶ High-level project plan ▶ NIBRS-compliant agency Sandbox environment
Discovery (Requirements Planning)	▶ Develop understanding of agency operations ▶ Identify required agency Integrations, including directionality and content ▶ Identify reporting requirements, including state-specific NIBRS submissions ▶ Data Migration discovery – Source systems of record ▶ Identify key product features and functionality required to accommodate operations	▶ Scope Baseline and Gap Analysis ▶ Detailed project plan ▶ Detailed build sprint plan ▶ Form Inventory ▶ IRD Part A for integrations and conversions



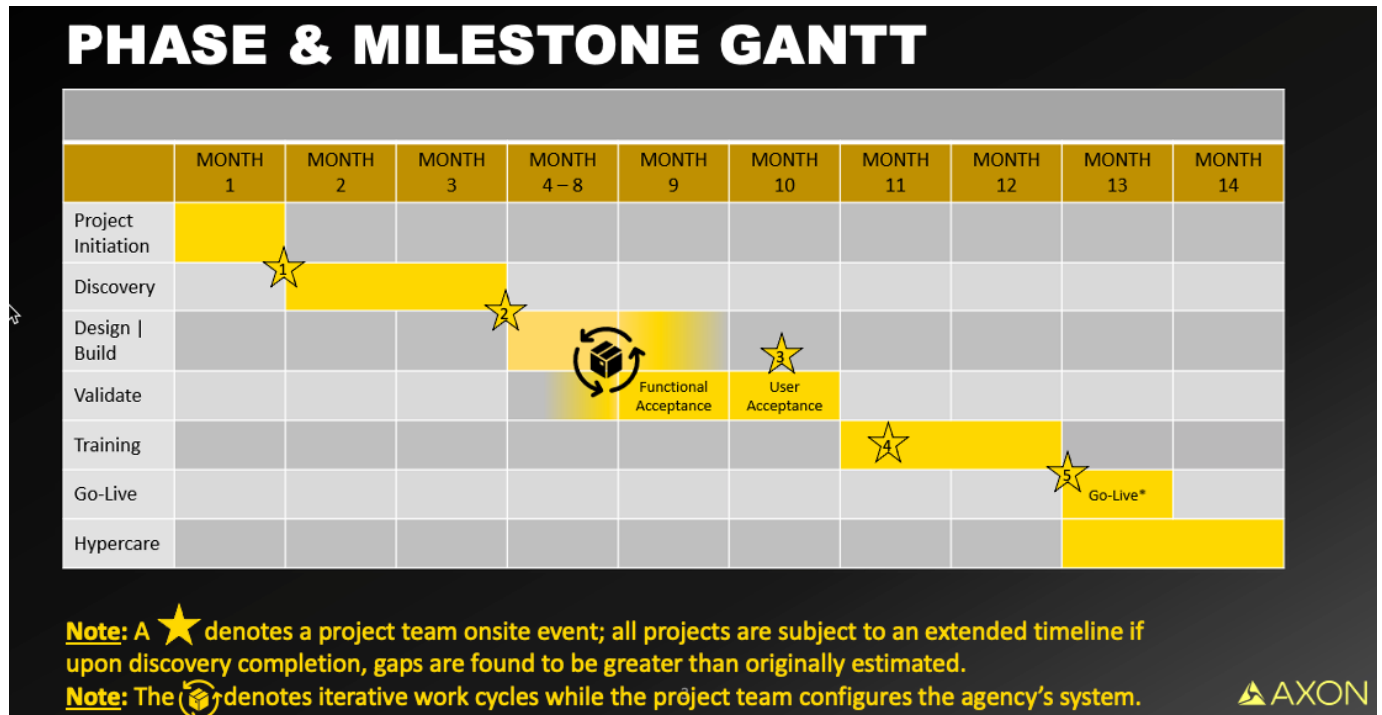
Design Build (Multiple, iterative cycles) – See Appendix for Detail	▶ Agency Configurations ▶ Form Design & Development ▶ Agency Integrations ▶ DataStore ▶ Data Migrations ▶ Functional Test Plan ▶ Iterative Functional Testing: ▶ Develop Functional Test Plan (Build Review) ▶ Schedule Functional Testing ▶ Execute Functional Testing ▶ Review Results ▶ Schedule Contingency Functional Testing on Remaining Items	▶ Configurations complete in Sandbox environment ▶ Data Migration plan ▶ Data Dictionary ▶ Integration Plan ▶ DataStore is active and accessible to Agency for Sandbox environment ▶ IRD Part B for integrations and conversions
Validate	▶ User Acceptance Testing: ▶ Develop User Acceptance Test Plan ▶ Schedule User Acceptance Testing ▶ Execute User Acceptance Testing ▶ Review Results ▶ Integration Testing: ▶ Schedule Integration Testing ▶ Execute Integration Testing ▶ Review Integration Testing Results ▶ Schedule Contingency Integration Testing Open Items ▶ Conversion Testing: ▶ Schedule Conversion Testing ▶ Load sample payloads from source	▶ User Acceptance Test, Conversion and Integration test plans



	system into agency Sandbox ▶ Review Conversion Testing Results ▶ Resolve identified discrepancies and execute additional validations ▶ Confirm Training and Go- Live Readiness	
Training	▶ Planning: ▶ Define list of Trainees/ Roles ▶ Review Training Curriculum with Agency ▶ Update Agency SOPs (as needed) ▶ Schedule Training ▶ Execute Training: ▶ Confirm Go- Live Readiness	▶ Training plan
Go-Live	▶ Agency Support Planning: ▶ Define Support Plan ▶ Assign Axon Support Resources ▶ Review Hypercare Support Model ▶ Review Sustained Support Model ▶ Go-Live and Cutover Plan Review ▶ Production Go-Live & Conversion: ▶ Execute cutover and conversion plan ▶ Confirm Successful Login and Performance ▶ Deliver Data Warehouse Connection ▶ Agency Go-Live	▶ Support plan ▶ Go-Live and Cutover plan ▶ Cutover and Conversion checklist
Hypercare	▶ Hypercare (60 days)	▶ JIRA Service



	► Sustained Support	Management Portal
Final Acceptance	► Sustained Support Release Upgrades and Enhancements	



**Completion of detailed project plan upon completion of Discovery*

► Axon Project Team On-sites:

- **Onsite #1:** Project Kickoff and the initiation of the Discovery Phase of the project. Typically, 3 – 4 days in length based on agency availability and projected complexity.
- **Onsite #2.1:** Agency Testing with expanded subject matter experts. Typically, 4 days in length, conducted once we've reached 25 – 50% of the system configuration; allows end users to provide feedback.
- **Onsite #2.n (as needed):** Additional on-sites may be added throughout the Design/Build cycle if deemed warranted by the collective project team.
- **Onsite #3:** User Acceptance Testing conducted; successful completion will confirm Go-Live date. Typically, 2 – 3 days in length.



- **Onsite #4: Training** – Various methods, including Train the Trainer and End User; timeline will vary based on option.
- **Onsite #5: Go-Live** – Team comes onsite the day prior to Go-Live through the end of week (5 days).
- **Onsite #6:** On-site Hypercare (5 days).



1.1 / KEY PROJECT DELIVERABLES

▶ **Project Kickoff:**

- **Project Kickoff Brief:** The project kickoff brief provides a general overview to the agency's key stakeholders/ leadership of the project they will be working on for the duration of the project. It walks through all of the subsequent phases of the project.
 - ▶ Format: PowerPoint Presentation
 - ▶ Additional: Axon will establish the Agency's Smartsheet Workspace for program management & an Agency Sandbox for system configurations and development.

▶ **Discovery:**

- **Project Feature Gap Analysis:** The project team will conduct a Gap Analysis on the net new functionality needed to take the Agency live on Axon RMS. The documentation will capture the feature, its priority, product owner, estimated completion date & associated technical tracking tickets (Jira).
 - ▶ Format: Smartsheet
- **Project Scoping Document:** The project team will author the Scoping Document to align both project teams on the Agency's requirements for Go-Live and ensure complete transparency on functionality and its availability.
 - ▶ Format: Word/ PDF Document
 - ▶ Additional: The Agency's Smartsheet Workspace will contain addition sheets that outline a Rolling Action Item List (RAIL), the Project Schedule, a Build Status sheet that captures the configuration requirements to meet the Agency's deployment requirements.

▶ **Design | Build | Validate:**

- **Smartsheet Workspace:** The project team will maintain the Agency Workspace – the sheets will be kept current to reflect system configurations conducted, and the Build Status of the RMS.
 - ▶ Format: Smartsheet
- **Integration + Data Migration Plans:** The project team will develop the Integration and Data Migration Plans to communicate the Agency's required data objects, integration directionality and technical requirements.



- ▶ Format: Word/ PDF Document
- ▶ Additional: Axon will provide the Agency a Network Diagram and Data Dictionary to communicate technical capabilities and/or limitations to ensure a supportable deployment.
- **Functional Acceptance Testing (FAT):** The project team will conduct FAT via the Smartsheet Build Status Sheet. This allows the Agency to collaborate with the project team as the system is being built. If functionality does not meet the Agency's expectations, the team will work to improve upon the experience.
 - ▶ Format: Smartsheet
- ▶ **User Acceptance:**
 - **User Acceptance Testing (UAT):** Following system FAT, the project team will develop a scenario based UAT experience that guides users through the agency workflows utilizing the Axon RMS product. Testers will validate the functionality and usability of the system prior to assigning resources for training.
 - ▶ Format: Word/ PDF Document
- ▶ **Training:**
 - **Training Plan:** The Axon Trainer will develop a training plan based on Agency resources and purchased training package to ensure the best user experience. This plan will be communicated and validated by key stakeholders to ensure Agency needs are met.
 - ▶ Format: Word/ PDF Document
- ▶ **Go-Live:**
 - **Go-Live/ Cutover Plan:** With the assistance and approval of their Agency counterpart, the Axon Program Manager will develop a Go-Live/ Cutover Plan that covers the transition from the legacy system to Axon RMS at a granular level. This documentation serves to provide both sides with the step-by-step actions, mitigations and decision-making authorities in the event of a system emergency.
 - ▶ Format: Word/ PDF Document



1.2 / CONFIGURATION BUILD AND VALIDATION

Axon utilizes a hybrid program methodology in which Design, Build and Validation activities take place across a number of iterative sprints. Throughout these sprints the collective project team leverages progressive elaboration to design and build features and functions to meet the operating needs of the agency. These sprints last anywhere between 2-4 weeks and are highly collaborative. As feature sets are configured, the project team will partner to complete Functional Acceptance Testing in which agency subject matter experts have the opportunity to validate system functionality and provide feedback where modification or enhancement may be required.

After the configuration of Axon Records is complete, Axon's team will facilitate User Acceptance Testing (UAT) with the agency's identified end-users. Through validation activities, our team will be able to determine whether your agency's solution is configured correctly and validated against the agreed-upon requirements and product outcomes. This includes final validation of integrations, data warehouse set-up, configuration, and any data conversions.

User Acceptance Testing is role and scenario based, and the following list covers some sample scenarios designed to methodically validate all components of the new system. If all testing scenarios meet the pass criteria, the agency will be ready for training and go-live. If during the validation process, changes are identified, the PM, SA, and an agency-appointed deployment lead will re-scope the necessary effort and execute and re-run the applicable scenario until acceptance is reached.

1.2.1 EXAMPLE SCENARIOS

/ SEARCH FOR DATA ENTERED INTO AXON RECORDS INCLUDING INCIDENTS, PEOPLE, VEHICLES, AND LOCATIONS – The pass criteria for this scenario includes successful utilization of the search feature to locate applicable information while focusing on efficiency and readability.

/ MY TASKS, CALL FOR SERVICE – The pass criteria for this scenario includes verifying all the integrations between your CAD and Axon Records, as well as focus on your patrol officers' understanding of the reports assigned, priority, and subsequent routing to the correct supervisor and records for review.

/ REPORTING AND ANALYTICS – The pass criteria for this scenario includes a review of all data summarizations created for go-live with crime analysts and end-consumers of the data, such as command staff. Results will be graded on the ability to review and extract insights from the data as well as testing of automatic updates to data where configured. In addition to product outcome validation, our team will perform integration reviews with the agency. These will include an overview of the steps listed above with your



project lead. Once the system has been confirmed as operational and configuration is approved by your team, we will then initiate the final training and go-live measures.

2.5 READINESS

- ▶ Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- ▶ Axon conducts user acceptance testing via use cases approved by Axon and the agency.
- ▶ All issues discovered during and after training are entered into the service portal for triage and follow-up.

2.6 TRAINING

Axon works with the agency to identify the agency trainers receiving instruction on the Axon Records, Standards, and/or Dispatch products. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.

FORMAT

Axon provides the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions are conducted in an environment containing necessary configurations, forms, and workflows. Any additional training beyond the selected method is subject to adjustments in pricing. Contact your sales representative for more information.

It is the responsibility of the agency to deliver and update the training materials to include agency policies and procedures.

TRAIN THE TRAINER

Axon trains the agency's recommended users (no more than 15 users per session depending on the size of the agency) in full system functionality. This is typically the agency's trainers, or training academy/FTO staff. The agency's trainers are responsible for training all agency end users. Axon provides all training materials for successful



training and assists the agency's trainers in creating the course and training schedule.

SCHEDULE :

The training plan contains an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions occur after the User Acceptance Testing has been successfully completed and documented.

- ▶ Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (9am-6pm with an hour break in between sessions).
- ▶ Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, are the responsibility of the agency, unless agreed upon previously by the project team and training team management.

2.7 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



3 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

The agency must provide any relevant technical documentation per interface to Axon.

The agency facilitates any necessary meetings with all third-party system vendors where integration is required.

Axon provides any relevant Axon API documentation to the agency.

Axon conducts integration acceptance testing demonstrating the functionality of each integration to the agency.

The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

3.1 AGENCY INTERFACES

3.1.1 Records | Central Square | Call For Service: Axon will import Call For Service (CFS) information from the Central Square CAD system. Ingested CFS data will be used to automatically create a shell Incident Report (TASK) in Axon Records, assigned to the responding/primary officer from the CAD CFS Event. This integration may (depending on CAD Vendor technologies) pull in related NCIC inquiry returns if attached/incorporated within the CFS Event Data, into the CFS Side Panel within the Axon Records Incident Report. Additional customization and workflows may be added to ingest CFS Data and will be specified in Interface Requirement Documentation after Agency Discovery sessions. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

Records | File on Q | Property and Evidence: Axon will export Property and Evidence data to File on Q Property and Evidence management platform, eliminating the need for duplicate entry into two systems. The data exported may include: property item details (type, brand, manufacturer, serial #, qty, value, color, make, model, barrel, etc.), associated persons, locations of collection/recovery, photos, and related offenses/charges. **An example of the information that will need to will be**



exported to File on Q is included below in the screen shot. This is not an inclusive list, and the rest will be included during discovery.

- 3.1.2 Specific data points, cadence and export triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.3 **Records | Idemia Livescan | AFIS:** As determined by a workflow, Axon Records Arrest/Booking data will be extracted to include personally identifiable information, case and charge information, and associated metadata. The data extracted will be transformed into a format compatible with the AFIS Livescan system. Specific data points, triggers, and cadence will be determined during the Requirements Phase of the project.
- 3.1.4 **Records | Idemia Livescan IMPORT back from Livescan | AFIS:** As determined by a workflow, Axon Records Arrest/Booking data will be extracted to include personally identifiable information, case and charge information, and associated metadata. The data extracted will be transformed into a format compatible with the AFIS Livescan system. Specific data points, triggers, and cadence will be determined during the Requirements Phase of the project.



4 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send the data in .bacpac file format to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.



4.1 DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

- ▶ Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- ▶ Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- ▶ Extract and provide the data to Axon in an agreed-upon format.
- ▶ Address data quality by the agency prior to provisioning to Axon.
- ▶ Minimize the amount of business logic and file processing prior to conversion where possible.
- ▶ Provide a data dictionary to define all elements of the legacy data.
- ▶ Provide an entity relationship diagram of the legacy database, if available.
- ▶ Collaborate with Axon to map the data from the legacy data structures and formats into the product.
- ▶ Data conversion and data conversion reviews are critical to success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

4.2 AGENCY DATA CONVERSIONS

- 4.2.1 **Central Square | Records Data Conversion: AXON**
- Professional Services will work with the Agency Point of Contact/Subject matter expert(s) to understand the scope and depth of a data migration. The general scope will include ingesting Incident Reports, Supplemental Reports, Master Index' (persons/vehicles) associated with Incident Reports, digital attachments associated with Incident Reports (uploaded to [Evidence.com](https://evidence.com) after the Incident Reports are created in Records). If tracked separately from Incident Reports, Arrest and charge, Warrant data will also be ingested into AXON Records.



The conversion process imports master index records as part of the incidents, supplements, or use of force reports that are being converted into the Axon system.

4.3 LEGACY SOFTWARE UPDATES

During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Records and Axon Standards databases. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.



5 THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon is responsible for the management of third parties identified below for the purposes of this project. All communications between those third parties, the agency, and Axon is managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

5.1 MICROSOFT SELF HOSTED INTEGRATION RUNTIME (“SHIRT”)

- ▶ Included within this project is software that allows integrations within the agency’s local environment to communicate with Axon’s cloud hosted environment.
- ▶ The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
 - ▶ Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
 - ▶ 64-bit Operating System with .NET Framework 4.7.2 or above
 - ▶ 2 GHz, 4 core CPU, 8 GB Memory and 80 GB disk
 - ▶ A virtual machine installed on a CJIS server will also suffice. It does not need to be a standalone, dedicated CJIS server.

5.2 GIS

Axon incorporates a multi-tenant, Axon-hosted ArcGIS Enterprise instance for certain GIS functions along with our existing ArcGIS Online solution. This new infrastructure meets our customers’ stringent requirements for high availability GIS data in mission-critical uses.

5.3.1 GIS TERMINOLOGY

Feature Layer: A single map layer that can be created from a [Map Service](#) or [Feature Service](#), ArcGIS Online or ArcGIS Enterprise portal items, or from an array of client-side features. The layer can be either a spatial (has geographic features) or non-spatial (table).



GIS FUNCTIONS	ARCHITECTURE	RATIONALE
VECTOR TILE MAPS	ArcGIS Online (Uses Axon-hosted as backup)	ArcGIS Online's AWS CloudFront architecture is fast and reliable
SATELLITE IMAGERY	ArcGIS Online	ArcGIS Online's AWS CloudFront architecture is fast and reliable
ROUTING SERVICE	Axon ArcGIS Enterprise	Axon routing service has higher availability and offers an SLA
ADDRESS SUGGESTION SERVICE	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
GEOLOCATION SERVICES	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
CUSTOMER FEATURE LAYERS	Axon's ArcGIS Online account	For customers without ArcGIS Online account, customer provides layer files to Axon, and Axon hosts in Axon's ArcGIS Online account, and owns and manages layer URL
	Customer ArcGIS Online account	Customer hosts (and controls) layer content in their own ArcGIS Online account, and provides layer URL and an Access Key to Axon
	Axon ArcGIS Enterprise (not supported yet)	Customers provides layer files to Axon, and Axon hosts layers in Axon's ArcGIS Enterprise deployment, and owns and manages layer URLs. Axon validates that the feature layer is safe to publish and optimized. See the guide on this feature for more details.
	Customer web server (not supported yet)	Customer hosts (and controls) layer content on their own web server, provides layer URL to Axon. Axon monitors customer web server to assess availability and make recommendation to customer about its suitability for hosting layers in mission critical applications like CAD and RMS.



Geocoding: Also called address geocoding, this is the process of taking a text-based description of a location, such as an address or the name of a place, and returning geographic coordinates, frequently latitude/longitude pair, to identify a location on the Earth's surface.

Reverse Geocoding: A process that converts geographic coordinates to a description of a location, usually the name of a place or an addressable location. Geocoding relies on a computer representation of address points, the street / road network, together with postal and administrative boundaries.

Routing: Routing services allow you to perform several types of spatial analysis on transportation networks, such as finding the best route across a city, finding the closest emergency vehicle or facility, identifying a service area around a location, or servicing a set of orders with a fleet of vehicles.

Basemaps: Serves as a reference map on which you overlay data from layers and visualize geographic information. An individual basemap can be made of multiple feature, raster, or web layers.

Geocoder: A web service which provides geocoding information. Customers can define their own and expose them as APIs.



5.3.2 AXON GIS COMPONENTS AND ARCHITECTURE

The ArcGIS Online service does not offer an SLA for many of their components. Because ArcGIS Online does not offer an SLA, Axon cannot ensure consistent performance if an agency opts to use ArcGIS Online for any of its GIS services.

The exception to this is the ArcGIS Online Map Tiles and Satellite Imagery, which are static assets hosted on reliable modern Content Delivery Networks (CDN) by ESRI. By leveraging their CDN-hosted assets, map render time and performance are dramatically improved. However, in the unlikely event that ArcGIS Online map tiles become unavailable, Axon has the ability to switch to a backup copy running on Axon's servers. Due to the massive size of satellite imagery, Axon currently does not offer a backup copy of the satellite imagery at this time but may consider this for future requests.

When accessing Map Tiles and Satellite Imagery, no customer data (such as addresses or GPS coordinates) are sent to 3rd party services.

5.3.3 GIS REQUEST FLOW

For Axon to host your feature layers in our ArcGIS Online account, we require two key items:

A complete set of layer configuration files for each layer as enumerated below, with all files for all layers bundled into a single .zip file

The numbered list describing the stacking order in which the layers should be applied when selected by end users file requirements for Layer Configuration

Agencies requiring Axon to host their feature layers must send layer files to their Axon representative in a single .zip file with optional internal folder structure. For each layer, agencies should include files as follows:

5.3.4 GIS REQUIRED LAYERS

Shapefile (.shp extension) to represent spatial vector data, including points, lines, and polygons in a map

Index File (.shx extension) to represent shape index position

dBASE File (.dbf extension) to store attribute data and object IDs

5.3.5 GIS OPTIONAL LAYERS

Projection File (.prj extension) to specify the metadata associated with the shapefiles coordinate and projection system



XML Metadata File (.xml extension) to represent the metadata associated with the shapefile

Spatial Index File (.sbn extension) to optimize and speed up spatial queries, used with .sbx files

Spatial Index File (.sbx extension) to optimize and speed up spatial queries, used with .sbn files

Code Page File (.cpg extension) to describe the encoding applied to create the shapefile

5.3.6 GIS LAYER EXAMPLES

	HighwayExits.cpg	5 bytes	TextEdit
	HighwayExits.dbf	77 KB	TextEdit
	HighwayExits.prj	567 bytes	Document
	HighwayExits.sbn	2 KB	Document
	HighwayExits.sbx	204 bytes	Document
	HighwayExits.shp	5 KB	ESRI S...cument
	HighwayExits.shp.xml	12 KB	XML
	HighwayExits.shx	2 KB	Document



6 NIBRS CERTIFICATION

Axon works in partnership with the agency to complete the NIBRS certification process with the state. Axon trains appropriate personnel within the agency to perform corrective action to Incident Reports, and ensure representative data is captured in alignment with NIBRS reporting standards.

The NIBRS certification process includes:

- ▶ Training agency personnel on the processing and critical review stages of all generated incident reports to ensure required NIBRS reporting compliance data is captured
- ▶ Training agency personnel to perform periodic checking and submission preparation audit of the incidents which contain NIBRS reporting data
- ▶ Training agency personnel to conduct a monthly NIBRS export report of the incidents to the state in the manner determined by the state
- ▶ Working with the agency to update codes, statutes, entity relationships, and any unmatched data the state rejects as part of the NIBRS test submission process through certification

6.1 CUTOVER

Axon works in partnership with the agency to build, coordinate, and execute a cutover plan to ensure successful implementation of interfaces, data conversion, and NIBRS state and federal certification. Some of these cutover events happen in parallel with the system implementation process, and Axon coordinates with the agency to determine the timing requirements for each cutover.



7 GO-LIVE CONTINGENCY

At the agency's discretion, they may elect to go-live before all project deliverables are complete. Upon completion of all project deliverables, exclusive of the deliverables identified below, the Final Acceptance MCR will be submitted to the agency for review and signature. Upon acceptance of the Final MCR, the agency will be invoiced for full payment as quoted. This does not relieve Axon from completing the applicable deliverables, and Axon will continue supporting the agency with the completion of these deliverables as the availability of functionality allows.

1. NIBRS Certification
2. Integrations
3. Data Conversion



8 PROJECT MANAGEMENT

8.1 MANAGEMENT RESOURCES

8.1.1 Axon Team

- ▶ **Executive Sponsor:** An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- ▶ **Program Manager:** The dedicated point of contact and person responsible for successful deployment.
- ▶ **Business Analyst:** One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- ▶ **Solution Architect:** the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- ▶ **Customer Success Manager:** Holds responsibility for post-implementation and ongoing support.
- ▶ **Training Specialist:** Provides training to the agency on the applications being deployed.

8.1.2 Agency Team

- ▶ **Executive Sponsor:** This role is a career police department leadership role with deep understanding of the agency. Business sponsor responsible for the success of the project.
- ▶ **Project Manager:** This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
- ▶ **Integrations Manager:** This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
- ▶ **IT Administrator:** This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.



- ▶ **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- ▶ **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments, checkpoints, routing, case management, and determination of records outcomes.
- ▶ **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

8.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

8.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. A material change may be defined as any net new work similar in scope to new integrations, new data conversions, and/or additional training days. All PCO forms must be approved and signed by the agency authority ([Attachment B](#)).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.



8.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

8.5 MILESTONE COMPLETION REPORT (MCR)

Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the agency has fourteen (14) calendar days to approve the milestone completion. If the agency reasonably believes Axon did not complete the milestone in substantial conformance with this SoW, the agency must notify Axon in writing of the specific reasons for rejection within fourteen (14) calendar days from delivery of the MCR. Axon will address the issues and re-present the MCR for signature. If Axon does not receive the signed MCR or written notification of reasons for rejection within seven fourteen (14) days of delivery of the MCR, Axon will deem the agency to have accepted the milestone.



9 AGENCY COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure agency desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the agency's Axon Evidence account when required.
- ▶ Provide Axon with all CJIS background check requirements at project initiation.
- ▶ Axon will be required to sign the CJIS Vendor Addendum (see attached) as part of this agreement, and onsite personnel must be listed in the [CJIS Vendor Management Program \(VMP\)](#) or they will be required to conform to the Agency's security check and protocols.
- ▶ The agency agrees to pay for licenses upon completion of Go-Live.



10 SUPPORT

- ▶ Axon provides on-site Go-Live support the week the agency begins using the software.-
- ▶ Axon provides ongoing support for active interfaces and NIBRS troubleshooting.
- ▶ Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require the agency to notify support, so please review our monthly release notes.
- ▶ Axon provides a Regional Technical Account Manager to provide regional technical support to the agency for 1 year(s). See [Attachment C](#) for more information.
- ▶ Axon provides the agency's end users with access to the help.axon.com support portal for self-service support.
- ▶ Following final acceptance, the agency utilizes Axon support via my.axon.com and the support portal for any further modifications to the product.
- ▶ For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7/365. - Yes



11 TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____



ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Firestone, CO PD:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Completion of agency training
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on: _____ day of _____, 20__

Signature: _____

Signature Date: _____

Printed name: _____

Title: _____

Email: _____

Agency Name: _____



ATTACHMENT B – PROJECT CHANGE ORDER

Date: _____	
Description of change to Axon product or service: 	
Justification for change: 	
Effects on schedule: _____	
Effect on project pricing (attach quote for reduction or increase in costs): 	
AXON ENTERPRISE, INC. Signature: _____ Name: _____ Title: _____ Date: _____	AGENCY Signature: _____ Name: _____ Title: _____ Date: _____ Agency Name: _____



ATTACHMENT C – AXON TECHNICAL ACCOUNT MANAGER

AXON REGIONAL TAM RESPONSIBILITIES –

- ▶ **Axon Technical Account Manager (TAM) Payment:** Axon invoices for Axon TAM services as outlined in the quote when the TAM commences work with the agency.
- ▶ **TAM Scope of Services:**
 - ▶ The TAM manages the agency's technical support primarily remotely with routine onsite visits of up to (4) days per month from 0830 – 1630
 - ▶ The TAM is employed by Axon and adheres to all Axon policies and procedures.
 - ▶ In the event there is a need to replace the TAM, Axon coordinates with the agency to outline timing and interim coverage.
 - ▶ The TAM completes CJIS background clearance process to facilitate access controls.
 - ▶ The agency's Axon support team works with the agency to define its support needs and ensures these needs fall within the scope of a shared TAM resource. There may be up to a three (3) month waiting period before the TAM can begin supporting the agency due to hiring and onboarding needs.

The shared TAM professional services can include, but is not limited to the following:

ONGOING SYSTEM UPDATES AND CONFIGURATIONS	▶ Manage software releases. ▶ Agencies will gain access to monthly release webinars that are hosted by a shared TAM resource. ▶ Reviews release notes with appropriate users/administrators to provide insight on new features and functionality (particularly capabilities that relate to known organization pain points). ▶ Coordinate in the event of an outage. ▶ Facilitate or train on configuration changes.
--	--



	▶ Coordinate with DRS training team on larger feature/system upgrades
ACCOUNT MAINTENANCE	▶ Outage communications and follow-up ▶ After action report (ARR) reviews ▶ Conduct monthly executive reviews with agency on-site during their monthly on-site visit, and Axon regarding Axon DRS products
DIRECT SUPPORT	▶ When onsite, facilitate any troubleshooting ▶ Troubleshoot agency issues in real-time. ▶ Gather product questions and feedback from users. ▶ When not onsite, conduct Remote Troubleshooting ▶ Troubleshoot agency issues via phone or video conferencing. ▶ Gather product questions and feedback from users. ▶ Triaging and overseeing MyAxon Support cases. ▶ Conduct MyAxon Support case review meetings. ▶ Directly engage with software support engineers, data analyst, and NIBRS specialists/NIBRS support engineer ▶ Prioritize feature requests/enhancements. ▶ Coordinate with software support engineers ▶ During Discovery and Requirement phase , facilitate Agency customized support analytics ▶ Collaborative onsite troubleshooting for complex issues that may require direct involvement from the Axon software engineering team
AGENCY ADVOCACY	▶ Liaison between the agency and Axon ▶ Helps drive pre-Go-Live deliverables to completion.



	▶ Representative for the agency when participating in internal customer triage meetings/planning sessions
SUBJECT MATTER EXPERTISE	▶ Serves as an agency subject matter expert on DRS products for the following: ▶ Troubleshoot and assist with reported issues. ▶ Bridge knowledge gaps for agency personnel on new functions ▶ Work with the agency to understand product adoption and workflow change needs. ▶ Help agency personnel to become subject matter experts in their respective areas (records, investigations, patrol, crime analysis, property & evidence, etc.) ▶ Work with agency on any post-Go-Live needs for DataStore or form builder

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

<u>Jenner Holden</u> 	<u>2/1/2021</u>
Printed Name/Signature of Contractor Employee	Date

<u>Jenner Holden</u> 	<u>2/1/2021</u>
Printed Name/Signature of Contractor Representative	Date

Axon Enterprise, Inc. CISO
Organization and Title of Contractor Representative

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.e

Discussion/Action

Meeting Date: September 25, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-84: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO 1 AND FURTHER AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC FOR WATER RIGHTS TRANSACTION SERVICES

RECOMMENDATION

Staff recommends approval of Resolution 24-84, Change Order No.1 to Professional Services Agreement with WestWater Research, LLC.

SUMMARY

The proposed change order will update the monthly retainer fee in the Town's current agreement with WestWater Research, LLC, for water acquisition services.

In 2020, the Town entered into a contract with WestWater Research, LLC, for assistance with water rights acquisition, furthering efforts to fulfill the 2020-2050 Water Action Plan. The proposed change order will update the monthly retainer fee for WestWater Research from \$5,000 to \$10,000. The retainer fee will continue to be fully credited to the incentive compensation fee, equal to five percent (5%) of the total gross consideration paid for water rights. All other terms of the 2020 Professional Services Agreement will remain the same.

FINANCIAL CONSIDERATIONS

The change order includes an increase to the retainer fee from \$5,000.00 to \$10,000.00 per month, which will be credited at 100% to the incentive compensation fee equal to five percent (5%) of the total gross consideration paid for water rights presented by WestWater Research, LLC.

HISTORY AND PREVIOUS BOARD ACTION

As part of the implementation of the Town of Firestone's 2020-2050 Water Action Plan, it is to acquire native water rights to provide raw water supplies to augment planned municipal wells, non-potable irrigation systems, and potential for direct municipal use. The Town of Firestone Board of Trustees approved Resolution 20-96 on October 14, 2020, to enter into a Professional Services Agreement with WestWater Research, LLC for native water rights acquisition services.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 24-84 Change Order No 1 WestWater Research LLC
2. Change Order No. 1 to Professional Service Agreement with WestWater Research LLC
3. Proposal_Firestone_TransactionAdvisory_20240813
4. Agreement Westwater Research LLC Water Rights Acquisition 10-14-2020

RESOLUTION 24-84

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO 1 AND FURTHER AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC FOR WATER RIGHTS TRANSACTION SERVICES

WHEREAS, upon adoption of Resolution 20-96 on October 14, 2020 the Town of Firestone ("Town") entered into a Professional Services Agreement with WestWater Research, LLC ("WestWater") to partner with the Town for water rights transaction services which includes the evaluation of native water rights, negotiations with the owners, assistance in developing purchase and sale agreements, and execution of the agreements; and

WHEREAS, since 2020 WestWater has transacted almost 1,000 acre feet of transferable water rights and 5,000 acre feet of storage, which acquisitions have advanced the Town's Water Action Plan and allowed for multiple water credit sales to developers; and

WHEREAS, WestWater desires to continue its relationship with the Town and increase its compensation as set forth in Change Order No.1; and

WHEREAS given WestWater's success in working with all entities of the Town's Water Team and in acquiring water rights for the Town and advancing the Town's Water Action Plan and its desire to expand the scope of its acquisition of native water rights for the Town, staff recommends approval of Change Order No. 1; and

WHEREAS, the Town also recommends that Section IX Illegal Aliens of the Agreement be deleted in its entirety as the statutory basis for the section was repealed by the State effective July 1, 2022.

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

Change Order No. 1 to the Professional Services Agreement between the Town of Firestone and WestWater Research LLC is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Change Order on behalf of the Town and the parties further agree to amend the Agreement by deleting in its entirety Section IX Illegal Aliens.

INTRODUCED, READ AND ADOPTED this 25th day of September, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Date: 9/19/2024

Proposal

To: Julie Pasillas, Town of Firestone
From: WestWater Research, LLC
Date: August 13, 2024
Re: **Proposal for Continued Transaction Advisory**

Background and Purpose

Over the last four years, WestWater Research, LLC (“WestWater”) has partnered with the Town of Firestone (“Firestone” or “Town”) to acquire native water rights to support development of the St. Vrain Water Treatment Plant. To date, acquisition efforts have targeted shares of stock in the Godding, Last Chance, Rural, Lower Boulder, and New Coal Ridge Ditch Companies (“Tier 1 Ditches”). Firestone engaged WestWater via an Agreement for Professional Services dated October 14, 2020 (“2020 Agreement”). Under the 2020 Agreement, WestWater provided transaction origination and execution targeting 1,000 AF of water rights primarily in the Tier 1 Ditches and was compensated by a \$5,000 per month “Retainer Fee” credited at 100% to the “Incentive Fee” equal to 5% of the total gross consideration paid for water rights originated by WestWater.

Since 2020, WestWater has transacted nearly 1,000 acre-feet (“AF”) of transferrable water rights and 5,000 AF of storage across 13 pending and completed transactions. Acquisitions have successfully advanced the Town’s Water Action Plan (“WAP”) and have allowed for multiple water credit sales to developments, which have funded WAP implementation. Considering these successes, Town staff and WestWater have recently discussed continuation of WestWater’s acquisition efforts. This proposal outlines revisions and additions to WestWater’s scope of services and budget.

Scope of Services

This scope of work is a continuation of ongoing transaction advisory services. WestWater will continue to work closely with the Town, its consultants and attorneys to implement a professionally managed water rights acquisition program. However, in addition to continuing acquisition efforts in Tier 1 Ditches, WestWater will prioritize acquisitions of shares in “Tier 2 Ditches” as currently defined or may be defined by the Town in the future. Tier 2 Ditches currently include the Lupton Meadows, Lupton Bottoms, and Boulder & Weld ditches. Future Tier 2 additions may include shares in ditch companies on the lower St. Vrain Creek, middle South Platte River, or lower Boulder Creek and other sources of supply as directed by the Town.

Specific tasks are provided below.

Task 1: Opportunity Evaluation and Due Diligence.

Prior to initiating negotiations with prospective sellers, WestWater will perform preliminary due diligence analyses for each high-priority water asset owner. This process may include a preliminary title/ownership review based on county and state records; an assessment of historic and expected future water use; and

an asset-specific valuation analysis. In preparation for negotiations, talking points for an initial meeting will be outlined. WestWater will prepare written opportunity assessments for potential acquisitions as necessary for prospective sellers who have expressed interest in receiving an offer.

Task 2: Negotiations Management.

Following completion of preliminary due diligence, WestWater will contact owners of selected high-priority water assets. Negotiations with water asset owners can be lengthy and require multiple meetings. WestWater will manage and lead the entire negotiations process from initial meetings through execution of a purchase and sale agreement. In addition to coordinating and leading multiple meetings, negotiation management services provided by WestWater typically include:

- Developing and recommending proposed transaction terms.
- Drafting letter(s) of intent to be tendered to the water right owner.
- Providing market information to support negotiations with the water right owner.
- Leading negotiations with the water right owner.
- Coordinating with Town staff and legal counsel to prepare formal agreements reflecting the negotiated business terms.

Task 3: Transactions Execution.

WestWater will support the Town throughout the transaction execution process. Services will include:

- Supporting engineering and legal due diligence on prospective water assets.
- Preparing supporting data and information needed for presenting proposed acquisitions to, and gaining approval from, Town Board of Trustees and senior management.
- Attending Board of Trustee meetings in which water right purchases are considered.
- Assisting with the preparation and submittal of ditch company and regulatory approvals.
- Coordinating financial closing of transactions.

Deliverables

WestWater's transaction advisory services will be operated as a program with regular, intermittent deliverables to the Town. Deliverables are anticipated to include opportunity assessments, letters of intent, due diligence reports, progress summaries, and recommendations.

Timeline

Transaction advisory will be ongoing as directed by the Town.

Project Budget

The proposed compensation structure will include two components: a monthly retainer fee and an incentive compensation fee. These components are described below:

1. **Monthly Retainer** of \$10,000 per month. The monthly retainer ensures the availability of WestWater senior staff for transaction origination, development, and management throughout the term of engagement.



waterexchange.com

2. **Incentive Compensation** of 5% of the Consideration for completed transactions developed by or assigned to WestWater during the term of this agreement or during a tailing period of 18-months from termination of the agreement, payable upon financial closing of the transaction. Consideration may include, but is not limited to, payments in cash; warrants; options; fees; notes; assumed liabilities; earn-outs; alliances; and all other things of value exchanged or to be exchanged as part of the transaction. Accumulated Monthly Retainer fees paid to WestWater as of the date of closing of a transaction consummated by Town shall be deducted from the Incentive Compensation payable by Firestone to WestWater. Any remaining retainer fees not deducted from a given Incentive Compensation shall be carried forward and applied in the same manner to Incentive Compensations for future transactions.

The only proposed change from the 2020 Agreement compensation structure is an increase to the Monthly Retainer amount.



Appendix A

2024 Professional Rates & Services

Personnel	Hourly Rate
Chief Executive Officer	\$600
Regional Directors, Principals, Chief Operating Officer	\$350 - \$475
Senior Associates	\$225 - \$325
Associates & Subject Area Directors	\$175 - \$250
Analysts, GIS Analysts, & Data Management	\$125 - \$175
Administrative and Support Staff	\$120
<i>Expert witness rates are billed at \$500 per hour for deposition and trial days with a minimum of 8 hours per day billing.</i>	
<i>Rates increase 5-10% annually, effective on the first day of each calendar year.</i>	

2024 Project Related Expenses

Expense	Description
Airfare	Actual expense based on an economy class ticket for the most direct route and economical carrier based on availability with target minimum five (5) day advance purchase.
Hotels	Actual rates based on the standard single room.
Rental Car	Actual rates based on a standard, midsize car.
Mileage	Sixty-seven cents (\$0.67) per mile.
Data	Actual cost plus a 15% administrative fee.
Reproduction	Actual costs.
Other Expenses	Other standard and customary expenses such as business-related phone calls, postage and delivery charges, or incidentals will be fully reimbursed at cost.
Subcontractor Fee	Administrative management fee of 15% on subcontractor work managed by WestWater.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 14th day of October, 2020 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and **WESTWATER RESEARCH, LLC**, an independent contractor with a principal place of business at 320 E. Vine Dr. #223 Fort Collins, Colorado 80561 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Water Rights (W2020-9510)**.

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall as set forth in Exhibit A pay Contractor \$5,000.00 retainer fee per month, which will be credited at 100% to the incentive compensation fee equal to five percent (5%) of total gross consideration paid for water rights presented by Contractor and acquired by the Town. The retainer amount shall include all fees, costs and expenses incurred by Contractor, and no additional

amounts shall be paid by the Town for such fees, costs and expenses for the retainer fee. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

- B. The Contractor shall be entitled to the incentive compensation for water rights that the Town places under contract that are identified and presented by Contractor during our engagement. Contractor shall not be entitled to the incentive compensation if it is determined that the transaction was originated without Contractor's direct or indirect involvement during the engagement period, and for water rights previously under negotiation by the Town. The Town shall provide a list of specific water right holdings that are exempt from Contractor's incentive compensation at the start of this engagement. Contractor will maintain records of its communications to assist a determination of whether incentive compensation is due. For water rights identified and presented by Contractor during our engagement, the incentive compensation shall be paid to Contractor if the Town later places the water rights under contract during an 18-month period following termination of our engagement.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

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

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes

of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

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

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

VIII. INDEMNIFICATION

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

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

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

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

C. Verification.

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

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

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

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

I. Governmental Immunity. The Town and its officers, 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

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

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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



TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William Hayashi

William Hayashi, Town Attorney

WESTWATER RESEARCH, LLC

By:

Clay Ledy

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- See the attached proposal from WestWater Research, LLC for additional details.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- See the attached proposal from WestWater Research, LLC for additional details.

Proposal

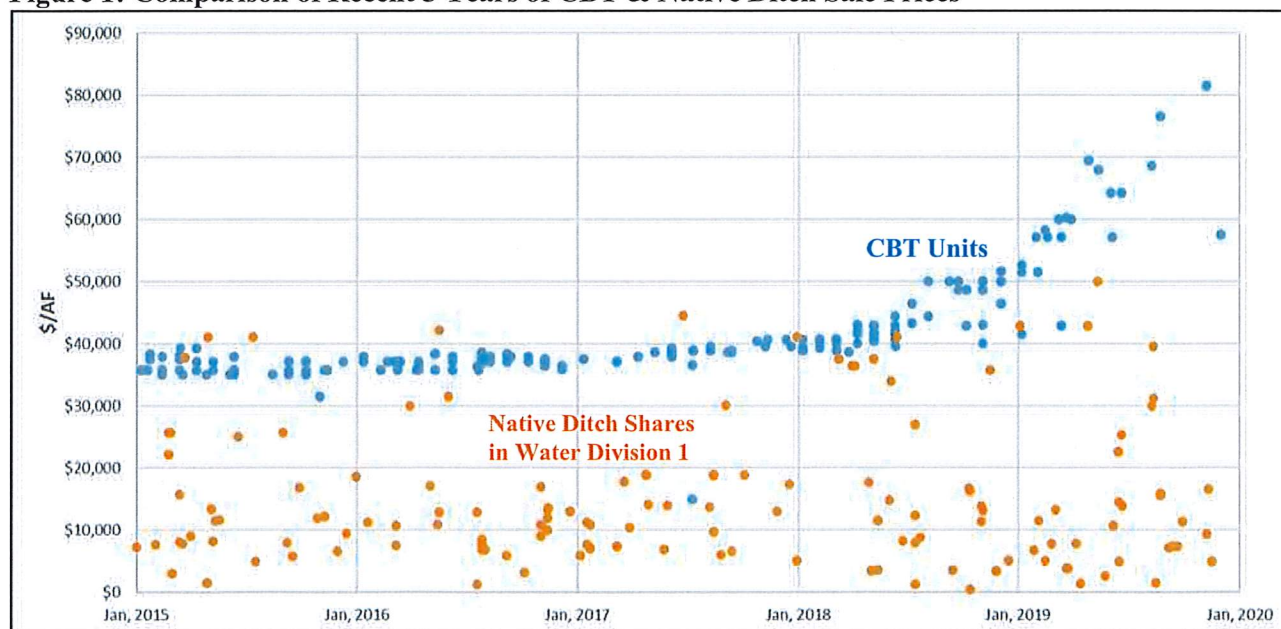
To: Julie Pasillas, Town of Firestone
From: WestWater Research, LLC
Subject: **Proposal for Water Rights Acquisition Assistance**
Date: September 15, 2020

Background and Purpose

The Town of Firestone is looking to acquire native ditch rights in the lower St. Vrain River Basin to provide raw water supplies for augmentation of planned municipal wells and potentially for direct municipal use. The Town has previously developed a list of priority acquisition targets, consisting of shares and/or excess carriage agreements in the following ditch companies: Last Chance Ditch, Godding Ditch, Lower Boulder Reservoir & Ditch, Rural Ditch, and Coal Ridge Ditch. In addition, the Town is interested in acquiring famed Windy Gap Project units and fully consumable effluent from the Saint Vrain Sanitation Plant. Over the next several years, the Town is looking to acquire at least 1,000 acre-feet of transferrable water supplies from these targets. The Town is willing to explore other water supplies, in addition to these seven targets, that meet its augmentation and/or direct use objectives.

A comparison of recent Colorado-Big Thompson (CBT) unit sale prices to known sale prices for native ditch water rights in Water Division 1 (South Platte Basin) illustrates the motivation for the Town's water acquisition plans and the cost effectiveness of pursuing alternative water supplies (see Figure 1). The water acquisition targets are local and can be delivered to the Town's reservoir(s), have manageable return flow obligations, and have experienced limited historical market demand so prices are expected to be relatively low.

Figure 1: Comparison of Recent 5 Years of CBT & Native Ditch Sale Prices



The Town contacted WestWater Research, LLC (WestWater) to request a proposal to provide assistance in acquiring native ditch water rights. This proposal lays out the anticipated scope and services that WestWater will provide to the Town in the course of identifying, negotiating, and securing water rights for the Town.

Scope of Services

WestWater will work with the Town to implement a professionally managed water rights acquisition program. The following tasks and services are expected to be completed by WestWater in the process of identifying, negotiating, and successfully closing on water right acquisitions for the Town.

1. **Develop Water Rights Acquisition Strategy.** WestWater will review past studies and documents supporting the Town's water acquisition strategy focused on the five target ditch companies. WestWater will also conduct an initial analysis of potential alternative water supply sources and will communicate any alternative concepts to the Town. This task will define any Town preferences in WestWater outreach efforts, protocol and procedures for communicating information between WestWater and the Town, and cost expectations.
2. **Prioritize Water Rights for Acquisition.** An initial economic analysis will be conducted to identify any unit price (\$ per acre-foot) disparities between the target water sources, leading to a prioritization of the five target ditch companies based on value. WestWater will develop an inventory of landowners within the five target ditch companies. The inventory will be developed as a spatial geodatabase based on land ownership, with attributes such as known share ownership and recent transactions. Selected owners and business contacts will be ranked to inform the order in which prospective sellers will be engaged. This process will consider various owner attributes — information and perspective of the prospective sellers, relative size (land acres or water volume), current use considerations, and other factors. Sometimes there is a story that informs potential willingness to sell, such as ownership by an estate or trust, absentee landowners, or recent life events. Each water right owner will be assigned a relative priority (high, medium, and low) reflecting the expected level of success for the transaction.
3. **Transaction Origination.** WestWater will develop and maintain market information relevant to the water acquisition targets and can provide periodic market updates to the Town's water team. WestWater will originate and manage water right transactions in coordination with the Town. WestWater will initiate contact with owners of high-priority water rights and manage on-going communications in an effort to solicit interest and initiate negotiations. This owner outreach will be conducted according to the outreach approaches and timelines recommended in the water acquisition strategy. Negotiations with water right owners can be lengthy and require multiple meetings. WestWater will manage and lead the negotiation process from initial meeting through execution of a purchase and sale agreement. In addition to coordinating and leading meetings, negotiation management services provided by WestWater typically include:
 - a. Initial "fatal flaw" due diligence (ownership review, historic use analysis, valuation analysis) to minimize "dead deal" costs.
 - b. Develop and recommend proposed transaction terms. For some water transactions, this may involve the development of Opportunity Assessments for review by the Town that include a summary of the water right, owner information, estimated water volume, initial due diligence findings, recommended additional research, and recommended price terms.
 - c. Meetings with the Town's water team (staff, attorneys, engineers)
 - d. Draft letter(s) of intent to be tendered to the water right owner, in coordination with the Town's water team and legal counsel.
 - e. Lead negotiations with the water right owner.
4. **Transactions Execution.** WestWater will support the Town through the transaction closing process. Transaction services provided by WestWater typically include:
 - a. Coordinate with attorneys on final due diligence on prospective water rights including liens and encumbrances or other issues that may prevent or delay the sale.
 - b. Coordinate with attorneys on the preparation of purchase agreements and related documents.
 - c. Assist and consult with legal counsel on structure of purchase agreements and documents.
 - d. Coordinate financial closing of transactions.



WestWater may complete other tasks and services as part of managing the water rights acquisition program for the Town. Periodic participation in the Town's regular water team meetings is anticipated.

Deliverables

Upon notice to proceed, this project will be operated as a program, with regular intermittent deliverables to the Town in the pursuit of water rights. Deliverables are expected to include items such as: recommendations on priority water right targets, acquisition strategy plans, opportunity assessments, and due-diligence reports for water rights transactions that advance. In addition to the intermittent deliverables listed above, WestWater anticipates regular meetings and conference calls with the Town to provide updates on status of the project and to make decisions on whether to proceed with specific actions.

Timeline

The initial two tasks (strategy and prioritization) are expected to require approximately 6 to 8 weeks to complete. The timeline and schedule for the remainder of the project will largely depend on the speed and success of negotiations with water right owners. Based on previous acquisition projects, the estimated time of completion is 24 to 36 months. Additional time will be required to complete regulatory approvals following acquisition. Most ditch companies have bylaws and required processes that impact the transfer of ownership (such as a right of first refusal) or the change of use (Catlin bylaws). The actual time required is highly variable based on the complexities of negotiations. WestWater will ensure that every effort is made to move the process along as quickly as possible.

Compensation

All services under the project will be compensated as follows:

- Monthly retainer fee of \$5,000 per month while the acquisition effort is active.
- Incentive compensation fee equal to five percent (5%) of total gross consideration paid for water rights presented by WestWater and acquired by the Town.
- Monthly retainer fees paid by the date of closing will be credited toward the incentive compensation. Any monthly retainer fees not credited for a particular transaction will be rolled over to the next transaction.
- WestWater shall be entitled to the incentive compensation for water rights that the Town places under contract that are identified and presented by WestWater during our engagement. WestWater shall not be entitled to the incentive compensation if it is determined that the transaction was originated without WestWater's direct or indirect involvement during the engagement period, and for water rights previously under negotiation by the Town. The Town shall provide a list of specific water right holdings that are exempt from WestWater's incentive compensation at the start of this engagement. WestWater will maintain records of its communications to assist a determination of whether incentive compensation is due. For water rights identified and presented by WestWater during our engagement, the incentive compensation shall be paid to WestWater if the Town later places the water rights under contract during an 18-month period following termination of our engagement.

Qualifications

WestWater is a leading economic and financial consulting firm specializing in water rights and water resource development in the United States. WestWater provides market intelligence, valuation, transaction advisory, strategic planning, and asset management services relating to water rights. WestWater utilizes water rights transaction data to guide its water acquisition plans and negotiations. WestWater maintains a proprietary database of water right transactions in Colorado and other Western states known as *Waterlitix*. Our commitment to data and analysis allows WestWater to bring more than just a broker relationship, instead backing up its recommendations with a data-informed perspective and providing comfort to clients in making good business decisions.

A company statement of qualifications and staff resumes can be provided if requested by the Town.



Board Report - Payroll

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount
Regular	24,030.25	1,073,501.75	100.00%	GARNISHMENT % 1 - MED	1,059.31	Federal W/H	115,150.31
Overtime	522.75	34,120.83	100.00%	Accident Insurance	1,400.84	Medicare	18,805.70
2023 Personal Day	78.00	3,064.42	100.00%	Critical Illness Spouse	540.50	Social Security	1,551.41
2023 Personal Day 10	20.00	969.80	100.00%	Critical Illness Employee Only	960.80	Colorado State W/H	46,785.00
Bereavement	136.00	4,627.92	100.00%	Equipment	900.12		182,292.42
Call Out	16.00	623.87	100.00%	FPPA - 457 Amount	450.00		
Contract Paid Time Off	25.50	1,506.14	100.00%	FPPA - 457 Percentage	1,536.87	Employer Taxes	Amount % of Co
Extended Paid Leave	275.36	12,067.61	100.00%	FPPA - Police Pension	42,610.89	Employer Medicare	18,805.70 100.00%
FTO Pay	34.00	1,771.67	100.00%	FPPA ROTH 457	525.00	Employer Social Security	1,551.41 100.00%
Family First Leave	20.85	408.53	100.00%	FSA Dependent Care Amount	3,409.96	CO SUI	186.93 100.00%
Holiday Time Off	16.00	427.68	100.00%	Flexible Spend Account Medical	4,245.36		20,544.04 100.00%
Holiday Time Off 10	287.75	14,996.57	100.00%	Health Savings Account	20,313.52	Employer Match	Amount % of Co
Jury Duty Leave	8.00	320.00	100.00%	Hospital Insurance Employee On	1,345.16	ER PERA MATCH	137,264.42 100.00%
PD Grants/Contracts 1.5	30.75	2,525.76	100.00%	Limited Purpose Flexible Spend	48.34	FPPA Employer Contribution	35,453.35 100.00%
PD Shift Supervisor	35.00	2,578.66	100.00%	Medical HSA Choice	7,234.81	Mission Square 457 pretax ERD	3,059.41 100.00%
Paid Time Off	3,628.97	170,864.91	100.00%	Medical OAP	8,262.24		175,777.18 100.00%
Paid Time Off Payout	39.11	1,362.59	100.00%	Mission Square - 401a Amount	225.00	Memo Deductions	Amount
Personal	-	-	-	Mission Square - 457b %	392.98	Basic Life AD&D - ER Paid	2,291.59
Police Security Events	16.33	1,224.75	100.00%	Mission Square - 457b Amount	225.00	Dental Employer Contribution	9,930.24
Time Off in Lieu	41.03	1,123.39	100.00%	Mission Square - Roth IRA %	1,375.42	HSA Employer Contribution	4,025.00
Time-Off In Lieu	-23.50	-1,133.91	100.00%	Norton LifeLock Essential	233.80	Long Term Disability ER Paid	2,008.60
Volunteer Time Off	16.00	495.68	100.00%	Norton LifeLock Premier	449.78	Medical Base ER Contribution	45,251.01
CELL PHONE STIPEN	-	300.00	100.00%	PERA	55,381.53	Medical HSA Choice ER Contrib	53,054.63
Employee Lifestyle Reimb	-	5,752.57	100.00%	PERA	27,629.98	Medical OAP Employer Contrib	48,509.54
Mayor/Trustee	-	2,150.00	100.00%	PERA - 401K Roth Amount	750.00	Pension Death and Disability	12,240.01
Retro Pay	-	3,694.95	100.00%	PERA - 401K Amount	3,060.00	Short Term Disability ER Paid	2,584.68
	29,254.15	1,339,346.14	100.00%	PERA - 401K Percentage	691.22	Vision Employer Contribution	1,818.46
				PERA - 457 AMOUNT	1,520.00		181,713.76
				PERA - 457 PERCENTAGE	3,055.08	Net Pay	963,055.34
				PERA - 457 ROTH AMOUNT	927.00		
				PERA - 457 ROTH PERCENTAG	842.52		
				PERA Life Insurance	108.50		
				Voluntary Life and AD&D Child	57.44		
				Voluntary Life and AD&D Employ	1,576.75		
				Voluntary Life and AD&D Spouse	652.66		
					193,998.38		

Name	Total Paid
Total ABS CONCRETE INC:	15,300.80
Total ADAMSON POLICE PRODUCTS:	1,277.25
Total AIRGAS INC:	259.39
Total AMAZON CAPITAL SERVICES:	4,849.17
Total ANDERSON CONSULTING ENGINEERS, INC:	2,145.00
Total ANGEL ARMOR, LLC:	327.56
Total ARBITRAGE COMPLIANCE SPECIALISTS INC:	2,500.00
Total ASPHALT SPECIALTIES CO., INC.:	224.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	1,081.20
Total BAREFOOT RESIDENTIAL LLC:	197.08
Total BEACON COMMUNICATIONS LLC:	64,531.60
Total BIZWEST:	700.00
Total Black Hills Energy:	1,062.45
Total BLU SKY TOWING:	.00
Total BLUE 360 MEDIA:	1,723.80
Total BOHANNAN HUSTON INC:	12,239.02
Total BUTLER SNOW LLP:	2,211.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	558.33
Total CARROT-TOP INDUSTRIES INC:	633.93
Total CASI - Asphalt:	270.00
Total CDW LLC:	2,491.00
Total CELEGANS LABS INC:	8,586.33
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	387,552.49
Total CENTURY LINK:	726.08
Total CHASE PAYMENTNET:	78,173.22
Total CHECK-IT CODE CONSULTING LLC:	14,720.12
Total CIGNA HEALTH & LIFE INSURANCE CO:	167,430.16
Total CINTAS FIRST AID & SAFETY:	1,054.43
Total CMI, Inc:	102.69
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	410.00
Total COLORADO CIVIL GROUP INC.:	39,828.10
Total COLORADO DEPARTMENT OF LABOR & EMPLOYMEN:	35.00
Total COLORADO GEOLOGICAL SURVEY:	744.67
Total COLORADO JUMPS DBA AIRBOUND:	1,420.00
Total COLORADO MATERIALS, INC:	2,237.02
Total COLORADO RURAL WATER ASSOCIATION:	600.00
Total CONCENTRA MEDICAL CENTERS:	360.00

Name	Total Paid
Total CORE & MAIN LP:	620.00
Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST:	2.88
Total CRASH DATA GROUP INC:	1,500.00
Total DANA KEPNER COMPANY INC.:	14,168.10
Total DBC IRRIGATION SUPPLY:	2,092.58
Total DELTA DENTAL OF COLORADO, INC:	10,510.32
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	4,600.00
Total ELLIOTT'S TOWING, LLC:	118.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,466.63
Total EMPLOYERS COUNCIL SERVICES, INC:	7,900.00
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	46,467.80
Total ENVIROTECH SERVICES INC.:	4,955.58
Total FACTORY MOTOR PARTS CO.:	319.83
Total FASTENAL COMPANY:	5.18
Total FEDEX:	34.84
Total FIDELITY NATIONAL TITLE - S DENVER:	101.74
Total FIDELITY NATIONAL TITLE-LONGMONT:	100.28
Total FIRELIGHT COMMERCIAL METROPOLITAN DIST:	.03
Total FIRST AMERICAN TITLE CO:	285.67
Total FIT FOR YOU LLC:	367.00
Total FRANCE PUBLICATIONS, INC:	850.00
Total FREDERICK-FIRESTONE FIRE-FURA:	2,192.23
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	922.40
Total FRONTIER BUSINESS PRODUCTS:	338.85
Total FRONTIER FIRE PROTECTION LLC:	46,211.80
Total FUZION FIELD SERVICES LLC:	7,937.69
Total G & G EQUIPMENT INC:	179.38
Total GODDING DITCH COMPANY:	133.00
Total GOLF & SPORT SOLUTIONS:	1,533.05
Total GRAINGER:	1,750.89
Total GREEN GIRL RECYCLING SERVICES:	240.00
Total HARDLINE EQUIPMENT LLC:	1,977.84
Total HAYASHI & MACSALKA, LLC:	8,750.50
Total HAYNIE & COMPANY:	3,000.00
Total High Plains Library District - FURA:	463.43
Total HOMESTEAD TITLE AND ESCROW -GRNWD VLL:	25.06
Total Horizon Mechanical Solutions:	7,038.59
Total INTERMOUNTAIN SALES OF DENVER, INC.:	400.00
Total INTERSTATE FORD:	171.96

Name	Total Paid
Total KENZ & LESLIE DISTRIBUTING CO.:	842.00
Total KG CLEAN INC:	5,500.28
Total KINSCO, LLC:	2,857.95
Total L G EVERIST INC:	1,108.71
Total L. L. JOHNSON DISTRIBUTING CO.:	19.81
Total LAND TITLE-DENVER-2:	247.00
Total Landmark Builders Inc:	2,693.00
Total LANGUAGELINE SOLUTIONS:	81.56
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	45,048.95
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total LIFE SAFETY TECHNOLOGIES LLC:	1,648.00
Total LIFE STORIES:	300.00
Total LONGMONT HUMANE SOCIETY:	3,331.99
Total MAC EQUIPMENT INC LONGMONT:	2,902.32
Total MAIN STREET MAT COMPANY, INC:	1,029.30
Total MCCANDLESS TRUCK CENTER, LLC:	152.27
Total MCGRANE WATER ENGINEERING, LLC:	5,232.50
Total Mike Maroone Chevrolet Buick GMC Longmon:	137.70
Total MILE HIGH GOLF CARS:	429.28
Total MISC VENDOR:	589.87
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,442.50
Total NEIGHBORS POINT METRO DISTRICT:	421.13
Total Northern Colorado Water Cons. Dist.-FURA:	145.01
Total NP125 Metropolitan District - FURA:	1.02
Total ODP BUSINESS SOLUTIONS LLC:	250.96
Total OptConnect Management LLC:	1,360.00
Total O'REILLY AUTO PARTS:	1,503.09
Total PLUMBER'S PARADISE:	11,781.00
Total Print Experts:	5,957.08
Total Professional Leverage Inc:	350.00
Total PUREWATER DYNAMICS, INC:	450.00
Total QUADIENT LEASING USA INC:	3,120.24
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	115.56
Total RecDesk LLC:	3,400.00
Total RESTITUTION / COURT REFUNDS:	1,511.12
Total REXEL USA, INC:	1,081.01
Total RIPTIDE CAR & PET WASH:	834.75
Total ROAD SAFE TRAFFIC SYSTEMS:	288.81
Total ROCKY MOUNTAIN INFORMATION NETWORK, INC:	100.00

Name	Total Paid
Total ROCKY MOUNTAIN RESERVE LLC:	433.25
Total ROCKY MOUNTAIN WILDLIFE SERVIC, INC:	3,560.00
Total SAFETY AND CONSTRUCTION SUPPLY INC:	4,069.12
Total Short-Elliott-Hendrickson Inc:	11,926.10
Total Skaggs Public Safety Uniforms & Equip:	95.85
Total ST VRain & LEFT HAND WATER CONSERVANCY:	140.60
Total ST VRain VALLEY SCHOOL DIST RE-1J:	3,738.19
Total ST VRain WATER AUTHORITY:	47,903.18
Total ST. VRain LAKES METRO DISTRICT #2 - FURA:	7,531.86
Total St. Vrain Sanitation District - FURA:	973.39
Total Street Media Group LLC:	500.00
Total SUN VALLEY ELECTRIC INC:	66,797.25
Total SYMBOL ARTS:	1,854.00
Total THE GREENS METRO DISTRICT:	.01
Total THE TREE FARM:	1,902.76
Total TIMBER LINE ELECTRIC & CONTROL CORP:	1,388.85
Total TIMECLOCK PLUS LLC:	48.00
Total Timothy Miller:	375.00
Total TOP NOTCH ELECTRIC, LLC:	1,084.59
Total TRANSWEST TRUCK TRAILER RV:	266.62
Total TRI-STATE FIREWORKS, INC:	24,500.00
Total TRI-TECH FORENSICS INC:	5.90
Total UME CUSTOM EMBROIDERY:	3,003.52
Total UNITED SITE SERVICES OF COLORADO:	3,230.00
Total UNIVERSITY AUTO PARTS, INC:	2,762.45
Total UTILITY NOTIFICATION CENTER OF COLORADO:	777.87
Total UTILITY REFUNDS -1:	35.94
Total VALLI INFORMATION SYSTEMS:	3,280.51
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,890.44
Total VELOCITY POWER LLC:	3,217.00
Total Verizon Connect NWF INC:	322.73
Total VERMEER SALES AND SERVICE OF C, INC:	245.35
Total VIA MOBILITY SERVICES:	5,940.00
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	290.00
Total WAGNER WELDING SUPPLY CO.:	9.61
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	871.79
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,482.50
Total WELD COUNTY DETENTION CENTER:	77.16
Total Wesspur Tree & Equipment Inc:	3,432.29

Name	Total Paid
Total WESTWATER RESEARCH, LLC:	5,000.00
Total Whispering Waters Irrigation District:	.15
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	.00
Total WICKHAM TRACTOR CO, Inc:	3,442.90
Total Widner Juran LLP:	795.50
Total WS BARRICADE CORP:	10,775.70
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,436.24
Grand Totals:	1,349,054.33

Name	Total Paid
MISC VENDOR	
Total Amplified Wireless Solutions:	318.70
Total Meiers Mechanical Inc:	271.17
Grand Totals:	589.87