



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

October 10, 2018
7:00 PM
151 Grant Avenue
Firestone, CO 80520

- 1. Call to Order & Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
- 5. Consent Agenda**
 - 5.a.** Approval of the September 26, 2018 Minutes
 - 5.b.** Approval of the October 10, 2018 Account Payable
 - 5.c.** **Resolution 18-39**: A RESOLUTION ADVOCATING VOTER APPROVAL OF THE FIRE DISTRICT'S REQUEST FOR A PROPERTY TAX INCREASE AND FOR AUTHORITY TO STABILIZE ITS TAX REVENUE DURING THE NOVEMBER 6, 2018 ELECTION
 - 5.d.** McClure Avenue Widening Project First Amendment to the Powerline Undergrounding Agreement with the Town of Frederick
 - 5.e.** Gould Annexation - Petition Annexation
 - 5.f.** Petition to Municipal Subdistrict Northern Colorado Water Conservancy District for Water Allotment Contract
- 6. Presentation** Presentation
 - 6.a.** Presentation - Pack 341 - Ali Columbia, Den Leader
- 7. Public Hearing** Public Hearing
 - 7.a.** **Resolution 18-41**: A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

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

8. Discussion/Action

8.a. **Ordinance 944**:AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THE MEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS

8.b. **Resolution 18-40**: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOLS SITES

8.c. Addendum A to the Town of Firestone 2018 contract between the Town and DStreet Communications

8.d. Firestone Reservoir No. 1 Pump Station Engineering Design Contract

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

10. Reports

10.a. Staff

10.b. Mayor

10.c. Trustees

10.d. Committee Updates

11. Executive Session

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

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

- 11.a.** Executive Session for the purpose of discussing a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of the Board of Trustees; the appointment of any person to fill a vacancy in the Board of Trustees; or personnel policies that do not require discussion of matters personal to particular employees. Specifically, for the Board to conduct the Town Clerk's performance review.

12. Report from the Executive Session

13. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

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

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
September 26, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on September 26, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:02 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Kathleen Kelly, Town Attorney; Tracy Case, Sr Planner; Dave Lindsay; Engineer; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Tracy Case, Senior Planner; Julie Pasillas, Director of Community Resources; Theo Abkes, Public Works Director; & A. J. Krieger, Interim Town Manager

2. APPROVAL OF AGENDA

Motion by Trustee Conyac, **second** by Trustee Sharp, to approve the Agenda as Amended to continue Discussion Items 8 a & b and to move Consent Item 5e to Discussion 8a. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Frankie Bertram – 9630 Remington – CVHC
John Damsma – 4716 Colo River Dr
Trent John – 10252 Echo Dr

5. CONSENT AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to approve the Consent Agenda as amended. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Heath. All in Favor, **Motion carried.** All in Favor, **Motion carried.**

6. PRESENTATION

- a. Frederick-Firestone Fire Protection District – Chief Jeremy Young – Elections
- b. Presentation for Sam Light

7. PUBLIC HEARING Open: 8:06 pm Closed: 8:36 pm

David Kasprzak – Loveland, CO

Public Comment: None

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac **Resolution 18-37:** A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR

OAK MEADOWS TOWNHOMES. **Roll Call Vote:** Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

Public Hearing for Advanced Forming Resolution 18-38 - Open: 8:40 pm Closed: 8:47 pm

Kelsie , 3050 67th Ave, Greeley, CO

Public Comment: Mary A. Lent – 6937 Panarama Ave, Firestone

Motion by Trustee Conyac, **second** by Trustee Meiring, to approve

Resolution 18-38: A RESOLUTION APPROVING A FINAL PLAT FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2 **Roll Call Vote:** Mayor Pro-tem Peterson - yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

8. DISCUSSTION/ACTION ITEMS

a. Approval of 2018-2019 Lobbyist Contract

Motion by Trustee Jimenez, **second** by Trustee Conyac to continue the 2018-2019 Lobbyist contract to October 24, 2018. All in Favor, **Motion carried.**

9. PUBLIC COMMENT * (maximum time permitted for all Public Comment is 30 minutes)
None

10. REPORTS

a. Staff

b. Mayor

c. Trustees

d. Committee Updates – Bobbi Sindelar resigned from the Cultural Committee & Frank Jimenez stated he would serve on that Committee in her place.

11. EXECUTIVE SESSIONS Open: 9:50 pm Closed: 11:24 pm

a. **Executive Session** for the purpose of discussing a personnel matter under C.R.S. Section 24-6- 402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of the Board of Trustees' the appointment of an y person to fill a vacancy in the Board of Trustees; or personnel policies that do not require discussion of matters personal to particular employees. Specifically, for the Board to conduct the Town Clerk's performance review.

b. **Executive Session** for the purpose of discussing a personnel matter under C.R.S. Section 24-6- 402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of the Board of Trustees' the appointment of an y person to fill a vacancy in the Board of Trustees; or personnel policies that do not require discussion of matters personal to particular employees. Specifically, to review criteria and procedures for the Town Manager selection and hiring process.

Motion by Trustee Meiring, **second** by Trustee Sharp, to adjourn into Executive Session for the purposes stated above. **Roll Call Vote:** Trustee Meiring – yes, Mayor Pro – tem Peterson – yes, Trustee Heath - yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

Attending Executive **Session a:** Mayor Sindelar, Mayor Pro-tem Peterson, Trustees: Heath, Sharp, Conyac, Jimenez, Meiring. Staff present: AJ Krieger, Interim Town Manager.

Attending Executive Session b: Mayor Sindelar, Mayor Pro-tem Peterson, Trustees: Heath, Sharp, Conyac, Jimenez, Meiring. Staff present: Jennifer Weinberger, Asst Town Manager

12. ADJOURNMENT

Motion by Trustee Sharp, **second** by Trustee Meiring, to adjourn meeting at 11:28 pm. **Motion passed**, all in favor.

Introduced and Approved this 10th day of October, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Vendor

Amount

Total ACCENT BRANDING SOLUTIONS:	354.64
Total ACE HARDWARE OF FIRESTONE:	312.04
Total ADAMSON POLICE PRODUCTS:	216.85
Total AMAZON:	2,945.23
Total AMERICAN DISPOSAL SERVICES OF COLORADO:	170.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	55,882.47
Total A-ONE CHIPSEAL:	234,977.40
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	631.07
Total BOWMAN CONSTRUCTION SUPPLY:	702.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	20.00
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	79,051.08
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	9,800.00
Total CESARE, INC:	5,900.00
Total CIRSA:	29,489.75
Total COALRIDGE ANIMAL HOSPITAL, INC:	157.74
Total COLORADO CIVIL GROUP INC.:	66,369.02
Total COLORADO DEPT OF REVENUE:	270.00
Total COLORADO STATE TREASURER:	3,400.36
Total COMCAST CABLE-0319130- SEATTLE.:	291.18
Total COMCAST-PHILADELPHIA:	260.43
Total CONCRETE STRUCTURES INC:	7,088.00
Total COOPERATIVE PERSONNEL SERVICES:	5,057.53
Total DANA KEPNER COMPANY, INC.:	9,720.73
Total DBC IRRIGATION SUPPLY:	812.34
Total DEEP ROCK/DS WATERS OF AMERICA INC.:	150.66
Total DELTA DENTAL OF COLORADO, INC:	3,767.53
Total DRIVE TRAIN INDUSTRIES INC:	62.76
Total ELDORADO ARTESIAN SPRINGS, INC.:	195.35
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	475.90
Total EMPLOYERS COUNCIL SERVICES, INC:	4,398.75
Total EWING AUTO PARTS, INC.:	464.25
Total FACTORY MOTOR PARTS CO.:	29.44
Total FORD MOTOR CREDIT COMPANY, LLC:	37,434.97
Total FREDERICK - FIRESTONE FIRE PROTECTION:	33.20
Total FRONTIER BUSINESS PRODUCTS:	699.06
Total G & G EQUIPMENT INC:	325.85
Total GRAINGER:	1,213.47

Vendor	Amount
Total GREEN GIRL RECYCLING SERVICES:	197.00
Total HEALTHIEST YOU:	594.00
Total IMPRESSIONS MARKETING:	4,517.82
Total INTERSTATE FORD:	55.92
Total KATHLEEN A. OATIS:	1,250.00
Total KELLY, P.C.:	21,831.60
Total KG CLEAN, INC:	1,706.50
Total KINSCO, LLC:	5,271.98
Total KS STATE BANK:	88,910.26
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	12,699.19
Total LEONARD RICE ENGINEERS, INC:	88,185.00
Total LIVE WIRES, LLC:	8,058.12
Total LYONS GADDIS:	20,000.00
Total MAIN STREET MAT COMPANY, INC:	464.54
Total MATCO TOOLS:	231.56
Total MCI:	50.56
Total MINDSHARE HDV, LLC:	4,700.00
Total MISC VENDOR:	874.03
Total MUTUAL OF OMAHA INSURANCE CO:	4,780.21
Total O.J. WATSON COMPANY, INC.:	11,872.00
Total OFFICE DEPOT INC:	207.89
Total O'REILLY AUTO PARTS:	75.67
Total ORIENTAL TRADING (CK PY):	215.25
Total ORKIN PEST CONTROL, INC:	191.52
Total QUICK-SET AUTO GLASS:	75.00
Total RESTITUTION / COURT REFUNDS:	766.00
Total S & B PORTA-BOWL RESTROOMS, INC:	294.00
Total SAFETY AND CONSTRUCTION SUPPLY INC:	153.64
Total SNAP-ON:	298.10
Total ST VRAIN SANITATION DISTRICT:	180.87
Total STEVE BALCEROVICH:	1,250.00
Total TERRACON CONSULTANTS INC:	6,125.00
Total THK ASSOCIATES, INC.:	3,157.74
Total TIMBERLAN, INC:	31,656.00
Total TOWN OF FREDERICK:	17,132.00
Total UME CUSTOM EMBROIDERY:	19.73
Total UNITED POWER:	1,156.77
Total UTILITY REFUNDS -1:	50.00
Total VERIZON WIRELESS:	57.77

Vendor

Amount

Total VISION SERVICE PLAN - VSP:	535.70
Total WEAR PARTS & EQUIP CO., INC:	160.00
Total WICKHAM TRACTOR CO, Inc:	322.64
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	87.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,580.45
Total :	906,330.08
Grand Totals:	906,330.08

Payables Summary

Accounts Payable Report

October 10, 2018

of Invoices - 285

\$ 905,960.08

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>Pass-Through \$</u>	<u>Total Amt.</u>
Total of Invoices under \$25,000.00		\$ 24,215.15	\$ 229,609.13
Anthem Blue Cross Blue Shield	October 2018 Health Insurance Premium		\$ 55,882.47
A-1 Chipseal	2018 Slurry Seal Project		\$ 234,977.40
Central Weld County Water District	September 2018 Water Treatment and Delivery		\$ 79,051.08
Cirsa	2018 4th Qtr Property and Liability Insurance Premium		\$ 28,489.75
Colorado Civil Group	September 2018 Engineering Services		\$ 31,764.02
Ford Motor Credit Company	1st Payment: Lease of 6 vehicles for Public Works		\$ 37,434.97
KS State Bank	Payment 1: Snogo Snow Loader		\$ 33,962.00
KS State Bank	Payment 1: Snow and Ice Truck		\$ 54,948.26
Leonard Rice Engineers	September 2018 Water Engineering Services		\$ 88,185.00
Timberlan	September 2018 IT Services		\$ 31,656.00

Total Invoices, Current	\$ 24,215.15	\$ 905,960.08
--------------------------------	--------------	----------------------

AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Restitution/Court Refunds	Voided check reissuing	\$ 370.00
---------------------------	------------------------	-----------

Total (to match Board AP Detail Reports)		\$ 906,330.08
---	--	----------------------

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

RESOLUTION NO. 18-39

A RESOLUTION ADVOCATING VOTER APPROVAL OF THE FIRE DISTRICT'S REQUEST FOR A PROPERTY TAX INCREASE AND FOR AUTHORITY TO STABILIZE ITS TAX REVENUE DURING THE NOVEMBER 6, 2018 ELECTION

WHEREAS, since it was organized in 1976, the sole purpose of Frederick-Firestone Fire Protection District ("**Fire District**") has been to protect the communities it serves by providing essential, live-saving fire suppression, rescue, extrication, hazardous materials, ambulance, emergency medical services, public education, and community risk reduction (collectively, "**Emergency Services**");

WHEREAS, on August 20, 2018, the Fire District's Board of Directors adopted a Resolution directing the attached Tax Increase Ballot Issue and the attached Gallagher Revenue Stabilization Ballot Issue be submitted to the Fire District's voters during the coordinated election Weld County will conduct on November 6, 2018 ("**Election**");

WHEREAS, the Colorado Fair Campaign Practices Act, C.R.S. § 1-45-117(1)(b), expressly authorizes the Fire District's Board of Directors to adopt a Resolution advocating voter approval of the Fire District's request for a tax increase and for authority to stabilize its tax revenue during the Election; and,

WHEREAS, the Board of Trustees of the Town of Firestone, has determined it is important to the health, safety, and welfare of its citizens that the Board adopt this Resolution urging all eligible voters to approve the Fire District's Tax Increase Ballot Issue and Gallagher Revenue Stabilization Ballot Issue at the Election.

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

1. **THE FIRE DISTRICT HAS NOT ASKED ITS CITIZENS FOR A GENERAL OPERATING TAX INCREASE IN 12 YEARS.** The Fire District provides 24-hour Emergency Services coverage to approximately 36 square miles that include the Towns of Frederick and Firestone, and a portion of unincorporated Weld County. In 2000, the Fire District had 4,500 residents. Today, the Fire District serves over 30,000 residents. Growth within the Fire District is projected to continue at the rapid rate of 5-7% per year for both Towns. The Fire District's Emergency Services responsibilities grow as the Towns grow.

2. **IN THE PAST FIVE YEARS, THE FIRE DISTRICT'S EMERGENCY CALL VOLUME HAS INCREASED BY 50%.** In 2017, the Fire District responded to approximately 2,500 emergency calls. Nearly 73% of its requests for service last year were related to emergency medical situations and 10% involved motor vehicle accidents. The Fire District also responds to residential, commercial, wildland and vehicle fires, hazardous materials emergencies, specialized rescues and emergency management for large scale incidents, such as the 2013 Flood.

3. In addition to the tremendous increase in service demands, a Colorado Constitutional provision called the Gallagher Amendment is severely impacting the property tax

the voters authorized the Fire District to assess. The Gallagher Amendment requires the percentage of property taxes paid by residential property owners in the State to be 45% of the total taxes paid. In every odd year, the Colorado Legislature is required to set the residential assessment rate ("**RAR**") at a level that will maintain the 45% tax share required by the Colorado Constitution. Due to the steady increase in residential property values across the State, since 1982 the RAR has been reduced from 21% to 7.96%. Then, in 2017, the Colorado Legislature further reduced the RAR to 7.2%. This more than 9% decrease in the RAR resulted in the Fire District losing \$160,000 in revenue in 2018. Preliminary projections indicate the Colorado Legislature will further reduce the RAR to 6.11% in 2019, which will result in another 15% decrease and another approximately \$380,000 loss in property tax revenue. **WITHOUT PROPERTY TAX REVENUE STABILIZATION, THE FIRE DISTRICT WILL SEE A SIGNIFICANT REDUCTION IN REVENUE THAT ITS VOTERS NEVER INTENDED.**

4. The double-impact of upward spiraling costs and emergency service demands combined with the adverse impact of the Gallagher Amendment, has put the Fire District in a position in which **CONTINUING WITHOUT A TAX INCREASE COULD SIGNIFICANTLY COMPROMISE THE LEVEL OF LIFE-SAVING EMERGENCY SERVICES THE FIRE DISTRICT IS ABLE TO PROVIDE TO THE COMMUNITY.**

5. Stabilizing the Fire District's tax revenues, and increasing its general operating tax by 5.23 mills, will provide stable and predictable revenue for the Fire District to meet the community's increasing demands for Emergency Services. It will enable the Fire District to:

- Hire nine firefighters/paramedics.
- Begin replacing its aging apparatus fleet, including a 1988 Water Tender and a 1992 Fire Truck.
- Build an additional three fire stations in the next 10 to 15 years and hire the emergency service personnel and purchase the fire trucks and ambulances for each new station.

6. For the last 42 years the Fire District's sole focus has been the health, safety, and welfare of its citizens and its firefighters, and these ballot initiatives are critical to the Fire District's continued ability to provide high quality, cost-effective Emergency Services to our communities and to ensure the safety of our firefighters.

FOR ALL OF THE FOREGOING REASONS, THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, URGES VOTERS TO APPROVE THE FIRE DISTRICT'S TAX INCREASE FOR EMERGENCY SERVICES BALLOT ISSUE AND GALLAGHER REVENUE STABILIZATION BALLOT ISSUE DURING THE NOVEMBER 6, 2018 ELECTION.

PASSED AND ADOPTED this 10th day of October, 2018.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: October 10, 2018

Initiated By: Dave Lindsay

Dept: Public Works/ Parks & Rec

AGENDA TITLE

McClure Avenue Widening Project First Amendment to the Powerline Undergrounding Agreement with the Town of Frederick

SUMMARY

In order to widen McClure Avenue it was necessary to relocate three conflicting electrical power line poles that are owned by the Town of Frederick. Frederick previously prepared an Agreement to complete the relocation, which has since been paid. Frederick discovered however that the fee for the boring of the electric line beneath Johnson Street was inadvertently not included in the original Agreement, so an Agreement Amendment has been prepared. The scope of services for this Amendment includes the boring effort for the existing line beneath Johnson Street at the McClure Avenue intersection. This work is currently being completed by Frederick.

Staff is requesting the Board approve the First Amendment to the Agreement with the Town of Frederick, authorize the Mayor to execute the agreement on behalf of the Town, and authorize payment to the Town of Frederick.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the original agreement and the authorization of payment to the Town of Frederick at the regular meeting on August 8, 2018 for the electric line relocation along the McClure Avenue corridor.

RECOMMENDATION

Staff recommends the Boards of Trustees approve the attached amendment of the agreement with the Town of Frederick and authorize payment for the boring of existing electrical facilities owned by the Town of Frederick in the amount of \$17,132.00

ALTERNATIVES

Because of the location of the existing facilities there is no way to complete the roadway improvements without relocating them. However, the Board could choose to postpone or cancel the project.

ATTACHMENTS

1. Invoice Payment Recommendation memo (Frederick Electric)- Amendment

FINANCIAL CONSIDERATIONS

This additional expense falls within the expenses for the project in the 2018 Budget and will be paid from revenues of the 2013 1% Sales Tax Initiative.



TO: Mr. Theo Abkes, Firestone Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer DL
Lindsey Green, Colorado Civil Group, Inc., Town Engineer LG

DATE: October 1, 2018

SUBJECT: McClure Avenue Extension Project Electrical Services Invoice Amendment

PROJECT No.: 0668.0188.04

GL #: 100.8000.1000.000.50220.220

This memo has been prepared to provide supporting documentation in order to make payment to the Town of Frederick for the electric line relocation services along McClure Avenue. The Board of Trustees approved the authorization of payment to the Town of Frederick at the regular meeting on August 8, 2018 for a sum of \$64,604.20. Frederick has prepared a First Amendment to the Agreement in order to include the boring services fee, which was inadvertently not included in the original Agreement. The scope of services for this Amendment includes the boring effort for the existing powerline beneath Johnson Street at the McClure Avenue intersection.

We recommend payment of the invoice for **\$17,132.00** at the next check run for the Board meeting on October 10, 2018. The Town of Frederick has already completed this work in order for the McClure Avenue Widening project to continue progressing due to the tight timeline of the entire project. We will prepare an AIM for the October 10, 2018 regular meeting of the Board of Trustees with a Recommendation to approve this First Amendment to the Agreement with Frederick. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.





401 Locust Street • P.O. Box 435 • Frederick, CO 80530-0435

Phone: (720) 382-5500 • Fax: (720) 382-5520

www.frederickco.gov

**FIRST AMENDMENT TO THE AGREEMENT WITH THE TOWN OF FIRESTONE,
COLORADO FOR
NECESSARY ELECTRICAL WORK IN ORDER TO WIDEN McCLURE AVENUE
FROM DUNMIRE STREET GOING EAST.**

This First Amendment is made and entered this _____ day of _____, 2018, by and between the **TOWN of Frederick**, a Colorado municipal corporation, whose address is **401 Locust Street, P. O. Box 435, Frederick, Colorado**, and the **TOWN of Firestone**, a Colorado municipal corporation, whose address is **151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520**. Amends the Agreement dated July 24, 2018 as follows:

First. The following paragraph is amended to read as follows:

8. The **TOWN of Frederick** has sent an invoice for a non-refundable construction deposit in the amount of **\$64,604.20** to the **TOWN of Firestone**; the actual cost has increased by **\$17,132.00** so an additional deposit of said amount is required. Upon completion of the relocation of said electric facilities, the cost estimate shall be compared to the actual cost of said facility relocation as entered into the books of the **TOWN of Frederick**. If the actual cost is less than the estimated cost, the **TOWN of Frederick** shall refund the difference to the **TOWN of Firestone**. If the actual cost to the **TOWN of Frederick** proves to have been greater than the construction deposit, the **TOWN of Firestone** may be required to pay the difference to the **TOWN of Frederick** within thirty (30) days following written notice of such excess amount.

Second. In all other respects, we hereby ratify and confirm the Annexation Agreement.

We have read and agree with the amendment to the annexation agreement made above.

TOWN OF FREDERICK
Frederick Power & Light

By _____
Kirstyn Jovanovich, Acting Town Manager

ATTEST:

Meghan C. Martinez, CMC, Town Clerk

TOWN OF FIRESTONE

By _____

ATTEST:

Built on What Matters.



HDD BID PROPOSAL McClure And Jonson Electrical

Joshua Mitchell
Line Dept.
N Line Electric LLC
C: 970.590.9572

DIRECTIONAL DRILL Proposal :

- Pipe 6" HDPE- \$8.00 per LF
- Fuse 6" Pipe ,Bore and pull 6" HDPE \$25.50 per LF
- Bore and pull 2" HDPE \$14.00 per LF

Total Estimated Bore Length =310 LF @ \$47.50per LF for 2" Bore and 6" Pipe and Bore as broken down above.

Added 1 Day Hydro Vac Truck to Excavate for Power Polls - \$ 2,500

Total Estimated Cost=\$17,132

-

PROPOSAL

Sure Shot Drilling ("SSD") will furnish, upon approval and availability, the following services to complete the directional drilling portion of the project under these terms and conditions:

1. Sure Shot Drilling will mobilize and de-mobilize equipment to construction site within 90 mile of mail office in commerce city, CO.
2. Sure Shot Drilling will supply all drilling mud materials, and rollers.
3. Sure Shot Drilling will supply all oils, lubrication, repair parts and maintenance on the Directional Drilling equipment.
4. Sure Shot Drilling will supply all drill stem, drill tools, and drill reamers.
5. Sure Shot will haul drill fluids to a Sure Shot supplied and paid for disposal facility within a 50-mile radius.
6. Sure Shot will supply, and Sure Shot will haul water for the HDD operations.
7. Sure Shot Drilling will provide a certificate of insurance upon awarding of project.
8. Sure Shot Drilling will provide an as-built profile upon completion of project via email in a TMS format.
9. Sure Shot Drilling will operate ten (10) hours a day. Six (6) days a week.
10. Proposal excludes – all permits, traffic control, permanent materials, welding, wireline.
11. Sure Shot will require a minimum 5 days lead time to call in locates and schedule crews prior to mobilization.

SURE SHOT DRILLING CLARIFICATIONS:

1. Pricing is firm for 1 Year from proposal date.
2. All critical correspondence will be in writing or shared via email.
3. All critical information shared by phone or verbally will be addressed in writing or email prior to implementation.

Sure Shot Drilling, LLC
695 S Colorado Blvd, #440
Denver, CO 80246

4. Sure Shot Drilling reserves the right to be made aware of and correct any and all fabrication errors in the work supplied by us. If a customer supplied material defect is found, Sure Shot Drilling will notify the Company of the defect and ask for resolution. If a resolution is not received from the Company, Sure Shot Drilling reserves the right to charge unit rates for the work done in either repairing the defect or replacing the defective material.
5. Anything outside of the scope of work will fall back to Sure Shot Drilling T&M rates or agreed upon line item adders.
6. Sure Shot Drilling shall not be held responsible, financially or otherwise, for striking any unmarked utilities (Foreign Line Crossings).
7. Any rock encountered during excavation will be charged out as an adder as shown on Bid is to be responsible for any environmental site preparations and furnish any additional material, including handling of contaminated soil or fluids. Sure Shot Drilling will maintain the environmental issues at the site during and related to the drilling process.

Payment Schedule:

1. Payment for invoices rendered shall be due within (30) days from date on the invoice from Sure Shot Drilling.
2. Sure Shot Drilling reserves the right to discuss payment arrangements with Company if project is awarded to Sure Shot Drilling.

We respectfully submit this proposal for your approval.

Best Regards,

Justin Kulbacki

Project Manager

Sure Shot Drilling

C: 303-356-5969

PO Box 17886 // Denver, Colorado 80217

Email: JKulbacki@sshотdrilling.com | www.sshotdrilling.com



Sure Shot Drilling, LLC
695 S Colorado Blvd, #440
Denver, CO 80246

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: October 10, 2018

Initiated By: Kathleen Kelly

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

Gould Annexation - Petition Annexation

SUMMARY

Town staff has prepared a draft annexation petition, annexation map, and Outline Development Plan for the Town to annex and zone the Gould property, which was purchased by the Town in 2017. Approval of this Consent Agenda item will authorize the Mayor to sign the petition on behalf of the Town as the property owner. The petition will then be brought back to the Board of Trustees at an upcoming Board meeting for further action initiating annexation proceedings.

HISTORY AND PREVIOUS BOARD ACTION

The Town purchased the Gould property in 2017. The property is currently located in unincorporated Weld County, and annexation of the property will bring it within the municipal boundaries of the Town.

RECOMMENDATION

Town staff recommends approval of the annexation petition.

ALTERNATIVES

If the Gould property is not annexed, it may remain under the jurisdiction of Weld County.

ATTACHMENTS

1. 5e - Gould Annexation Legal Description
2. 5e -Gould Property SWD
3. 5e - Annexation Petition

FINANCIAL CONSIDERATIONS



ENGINEERING
PLANNING
SURVEYING

☐ P 303.682.1131
☐ F 303.682.1149

☐ info@civilarts.us
☐ www.civilarts.us

☐ 1500 Kansas Avenue, Suite 2-E
☐ Longmont, CO 80501

LEGAL DESCRIPTION

A part of Lot B of Recorded Exemption 1209-31-3-RE 2340, an recorded exemption recorded December 21, 1998, as Reception No. 2661939 of the records of Weld County, Colorado, and Subdivision Exemption SE-734, a subdivision exemption recorded December 21, 1998, as Reception No. 2661938 of the records of Weld County, Colorado, all located in the SW1/4 of Section 31, T3N, R67W of the 6th P.M., County of Weld, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of said Section 31, from which the E1/4 Corner of said Section 31 bears N00°07'56"E, 2651.27 feet (Basis of Bearing), thence N00°07'56"E, 30.00 feet along the West Line of the SW1/4 of said Section 31 to the Northerly Right-of-way Line extended Westerly of Zinnia Avenue (Weld County Road 26), according to BROOKS FARM FIRST & SECOND ADDITIONS, an annexation to the Town of Firestone recorded June 15, 2001, as Reception No. 2857771 of the records of Weld County, Colorado; Thence S89°30'04"E, 30.00 feet along the Northerly Right-of-way Line extended Westerly of said Zinnia Avenue (Weld County Road 26) to the Easterly Right-of-way Line of Colorado Blvd. (Weld County Road 13), also being the Easterly Line of FIRESTONE NORTH ANNEXATION, an annexation to the Town of Firestone recorded January 16, 2015, as Reception No. 4076118 of the records of Weld County, Colorado, and the POINT OF BEGINNING;

Thence N00°07'56"E, 1439.33 feet along the Easterly Right-of way Line of said Colorado Blvd. (Weld County Road 13) and along the Easterly Line of said FIRESTONE NORTH ANNEXATION to the Northerly Line of said Lot B;

Thence S88°57'49"E, 1063.26 feet along the Northerly Line of said Lot B to the Northeasterly Corner thereof;

Thence S00°15'26"W, 107.00 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence N88°57'49"W, 36.00 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence S00°15'26"W, 744.44 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence S88°57'49"E, 261.00 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence S00°15'26"W, 575.79 feet along the Easterly Line of said Lot B to the Northerly Right-of-way Line of said Zinnia Avenue (Weld County Road 26);

Thence N89°30'04"W, 1285.01 feet along the Northerly Right-of-way Line of said Zinnia Avenue (Weld County Road 26) and along the Northerly Line of said BROOKS FARM FIRST & SECOND ADDITIONS to the Easterly Right-of-way Line of said Colorado Blvd. (Weld County Road 13) and the POINT OF BEGINNING.

Area = 37.320 acres, more or less.



Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

State Documentary Fee
Date: August 07, 2017
~~\$450.00~~ **EYE MPT**

THIS DEED, made on August 07, 2017 by THE MERRI N. LAWLEY LIVING TRUST DATED MARCH 20, 2007 AND MYRNALOY M. GOULD, AS TRUSTEE AND SUCCESSOR TRUSTEE OF THE LEE AND MYRNA GOULD LIVING TRUST, DATED FEBRUARY 24, 1994 Grantor(s), of the County of **WELD** and State of **COLORADO** for the consideration of **(\$1,500,000.00) *** One Million Five Hundred Thousand and 00/100 ***** dollars in hand paid, hereby sells and conveys to **THE TOWN OF FIRESTONE, A COLORADO STATUTORY TOWN** Grantee(s), whose street address is **151 GRANT AVENUE, FIRESTONE, CO 80520**, County of **WELD** and State of **COLORADO** the following real property in the County of **Weld**, and State of **Colorado**, to wit:

PARCEL A

SUBDIVISION EXEMPTION NO. 734, RECORDED DECEMBER 21, 1998 UNDER RECEPTION NO. 2661938 IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF THE COUNTY OF WELD, STATE OF COLORADO.

PARCEL B

LOT B, RECORDED EXEMPTION NO. 1209-31-3-RE2340, ACCORDING TO MAP RECORDED DECEMBER 21, 1998 AT RECEPTION NO. 2661939, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P. M., COUNTY OF WELD, STATE OF COLORADO.

also known by street and number as: **12028 AND 12148 COUNTY ROAD 13 LONGMONT CO 80504**

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to *general taxes for the year 2017 and subject to those items as shown on the exhibit attached hereto and incorporated herewith*

THE MERRI N. LAWLEY LIVING TRUST DATED MARCH 20, 2007


MERRI N. LAWLEY, TRUSTEE

THE LEE AND MYRNA GOULD LIVING TRUST, DATED FEBRUARY 24, 1994


MYRNALOY M. GOULD, AS TRUSTEE

State of **COLORADO**

)

) ss.

County of **BOULDER**

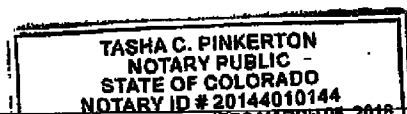
)

The foregoing instrument was acknowledged before me on this day of **August 07, 2017** by **MERRI N. LAWLEY AS TRUSTEE OF THE MERRI N. LAWLEY LIVING TRUST DATED MARCH 20 AND MYRNALOY M. GOULD AS TRUSTEE OF THE LEE AND MYRNA GOULD LIVING TRUST, DATED FEBRUARY 24, 1994**

Witness my hand and official seal.

My commission expires 3/31/18


Notary Public



When Recorded Return to: **THE TOWN OF FIRESTONE, A COLORADO STATUTORY TOWN**
151 GRANT AVENUE, FIRESTONE, CO 80520

EXHIBIT A

Property Address: 12028 AND 12148 COUNTY ROAD 13 LONGMONT CO 80504

RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273.

RIGHT OF WAY AS CONVEYED BY DEED RECORDED APRIL 22, 1907 IN BOOK 258 AT PAGE 195.

EASEMENT RECORDED DECEMBER 24, 1927 IN BOOK 833 AT PAGES 438 AND 439.

RIGHT OF WAY EASEMENT AS GRANTED TO AMERICA TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED JANUARY 18, 1950, IN BOOK 1261 AT PAGE 61.

OIL AND GAS LEASE BETWEEN LEE G. GOULD, JR. AND MYRNALLOY GOULD AND T.S. PACE, RECORDED MAY 14, 1970 UNDER RECEPTION NO. 1547196 IN BOOK 625 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

DECLARATION OF POOLING RECORDED OCTOBER 10, 2014 UNDER RECEPTION NO. 4053061.

EASEMENT GRANTED TO COLORADO INTERSTATE CORPORATION, FOR PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 13, 1972, UNDER RECEPTION NO. 1599527.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF USE BY SPECIAL REVIEW PERMIT PLANS RECORDED APRIL 18, 1984 UNDER RECEPTION NO. 1963514.

RIGHTS OF WAY FOR LATERALS AS DISCLOSED BY DEED RECORDED MAY 25, 1984 AT RECEPTION NO. 1968282.

TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED MAY 25, 1984 AT RECEPTION NO. 1968284.

EASEMENT GRANTED TO SNYDER OIL COMPANY, FOR PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 27, 1995, UNDER RECEPTION NO. 2428069 IN BOOK 1481.

EASEMENT GRANTED TO DUKE ENERGY FIELD SERVICES, INC., FOR VALVE SITE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 28, 1998, UNDER RECEPTION NO. 2636420.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SUBDIVISION EXEMPTION NO. 734 RECORDED DECEMBER 21, 1998 UNDER RECEPTION NO. 2661938.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1209-31-3-RE2340 RECORDED DECEMBER 21, 1998 UNDER RECEPTION NO. 2661939.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ST VRAIN SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 31, 1999, UNDER RECEPTION NO. 2683607.

TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED JANUARY 24, 2001 AT RECEPTION NO. 2821216.

RESERVATION OF MINERALS AND MINERAL RIGHTS AS CONTAINED IN DEED RECORDED JULY 12, 2002 AT RECEPTION NO. 2968815 AND ANY AND ALL INTERESTS THEREIN OR RIGHTS THEREUNDER.

CONVEYANCES AND RESERVATIONS OF MINERALS AND MINERAL RIGHTS AS CONTAINED IN DEEDS RECORDED AUGUST 20, 2002 AT RECEPTION NOS. 2979975, 2979976 AND 2979977 AND RERECORDED OCTOBER 28, 2002 AT RECEPTION NOS. 2999998 2999999 AND 3000000 AND ANY AND ALL INTERESTS THEREIN OR RIGHTS THEREUNDER.

RIGHT OF WAY EASEMENT AS GRANTED TO TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC IN INSTRUMENT RECORDED SEPTEMBER 10, 2003, UNDER RECEPTION NO. 3105012 AND 3105013.

RIGHT OF WAY EASEMENT AS GRANTED TO DUKE ENERGY FIELD SERVICES, LP IN INSTRUMENT RECORDED OCTOBER 22, 2003, UNDER RECEPTION NO. 3119382.

TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED APRIL 13, 2005 AT RECEPTION NO. 3277147.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 3511023.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790.

RIGHT OF WAY EASEMENT AS GRANTED TO DCP MIDSTREAM, LP IN INSTRUMENT RECORDED OCTOBER 26, 2011, UNDER RECEPTION NO. 3801609.

RIGHTS OF WAY FOR SHARED DRIVEWAYS/ACCESS WAYS CROSSING THE SUBJECT PARCELS AND ENCROACHMENTS BETWEEN PARCELS AS DISCLOSED BY MAPS MAINTAINED BY THE WELD COUNTY ASSESSORS OFFICE.

THE FINAL TITLE INSURANCE POLICY (POLICIES) SHALL NOT AND DOES NOT INSURE THE TITLE TO THOSE FIXTURES, STRUCTURES AND LIKE APPURTENANCES WHICH ARE NOT ASSESSED AND TAXED AS REAL PROPERTY BY THE COUNTY. NO EXAMINATION OF THE TITLE TO THE REFERENCED FIXTURES, STRUCTURES AND LIKE APPURTENANCES HAS BEEN MADE.

ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED JULY 17, 2017 PREPARED BY PLS GROUP, JOB #17075.01:

- A. OVERHEAD POWER LINES, POWER POLES, STORM SEWER LINE, GAS LINE WITHOUT AN EASEMENT**
 - B. FENCES DO NOT COINCIDE WITH THE PROPERTY LINES**
 - C. CONCRETE DITCHES**
 - D. OIL PUMP AREA, CRUDE OIL TANK AREA**
 - E. DIRT ROADS**
 - F. ENCROACHMENTS WILL EXIST IF THE SUBJECT PROPERTY DOES NOT REMAIN IN COMMON OWNERSHIP**
- SAID DOCUMENT STORED AS OUR ESI 33675240 AND 33675241**

NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY:

- (A) MOUNTAIN BELL TELEPHONE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870705.**
- (B) WESTERN SLOPE GAS COMPANY, RECORDED MARCH 9, 1983 AT RECEPTION NO. 1919757.**
- (C) ASSOCIATED NATURAL GAS, INC., RECORDED JULY 20, 1984 AT RECEPTION NO. 1974810 AND RECORDED OCTOBER 1, 1984 AT RECEPTION NO. 1983584 AND RECORDED MARCH 3, 1988 AT RECEPTION NO. 2132709 AND RECORDED APRIL 10, 1989 AT RECEPTION NO. 2175917.**
- (D) PANHANDLE EASTERN PIPE LINE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870756 AND RECORDED JUNE 26, 1986 AT RECEPTION NO. 2058722.**
- (E) COLORADO INTERSTATE GAS COMPANY, RECORDED AUGUST 31, 1984 AT RECEPTION NO. 1979784.**
- (F) UNION RURAL ELECTRIC ASSOCIATION, INC., RECORDED OCTOBER 5, 1981 AT RECEPTION NO. 1871004.**
- (G) WESTERN GAS SUPPLY COMPANY, RECORDED APRIL 2, 1985 AT RECEPTION NO. 2004300.**
- (H) PUBLIC SERVICE COMPANY OF COLORADO, RECORDED NOVEMBER 9, 1981 AT RECEPTION NO. 1874084.**
- (I) ST. VRAIN SANITATION DISTRICT, RECORDED DECEMBER 14, 1988 AT RECEPTION NO. 2164975.**
- (J) LEFT HAND WATER DISTRICT, RECORDED AUGUST 28, 1990 AT RECEPTION NO. 2224877**
- (K) UNITED POWER, INC., RECORDED JANUARY 24, 1991 AT RECEPTION NO. 2239296.**
- (L) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 14, 1992 AT RECEPTION NO. 2306829.**

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO

The Town of Firestone, as the undersigned landowner of the property described in Exhibit A, in accordance with Colorado law, hereby petition the Town of Firestone and its Board of Trustees for annexation to the Town of Firestone of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Gould Annexation to the Town of Firestone.

As part of this petition, your petitioners further state to the Board of Trustees that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the Town of Firestone.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Firestone or will be contiguous with the Town of Firestone within such time as required by Section 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Firestone.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Firestone.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous

tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.

- f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and which, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
- h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
- i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Firestone more than three miles in any direction from any point of the boundary of the Town of Firestone in any one year.
- j. The territory proposed to be annexed is 37.320 acres in total area.
- k. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways,

playgrounds, squares, parks , aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Firestone; and the proposed land uses for the area; such plan to be updated at least once annually.

1. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Firestone but is not bounded on both sides by the Town of Firestone.
- m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.
3. The signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election.
4. Accompanying this petition are four copies of an annexation map containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Firestone and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
5. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules,

and regulations of the Town of Firestone, except for general property taxes of the Town of Firestone, which shall be come effective as of the January 1 next ensuing.

6. The zoning classification requested for the area proposed to be annexed is Planned Unit Development.

The petitioners agree that said annexed land shall be brought under the provisions of Chapter 17 of the Firestone Municipal Code within ninety (90) day from the effective date of the annexation ordinance.

7. There shall be no duty or obligation upon the Town of Firestone to furnish water or sanitary sewer facilities to the area proposed to be annexed. Such services will be provided at such time, in the sole discretion of the Town, when such services for water and sanitary sewer can be economically and reasonably installed to service a sufficient number of inhabitants within the area so as to make the construction and establishment of such services feasible and at no additional cost for the same or similar type of services provided to inhabitants within the existing corporate limits of the Town.
8. If required by the Town, an annexation agreement has been or will be executed by the petitioners herein and the Town of Firestone relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
9. The petitioners agree to the following terms and conditions, which shall be covenants running with the land, and which may, at the option of the Town, appear on the annexation map:
 - a. Water rights shall be provided pursuant to Town ordinance.
 - b. All conditions set out in the annexation agreement executed by the petitioner.
 - c. Other:

WHEREFORE, the petitioners, whose signatures are on the signature sheet on the next page, respectfully request that the Town of Firestone, acting through its, approve the annexation of the area proposed to be annexed:

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Firestone, Colorado, consisting of ____ pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

—

Circulator

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF _____)

The above and foregoing Affidavit of Circulator was subscribed and sworn to before me this ____ day of _____, 19__.

Witness my hand and official seal.

My commission expires on: _____

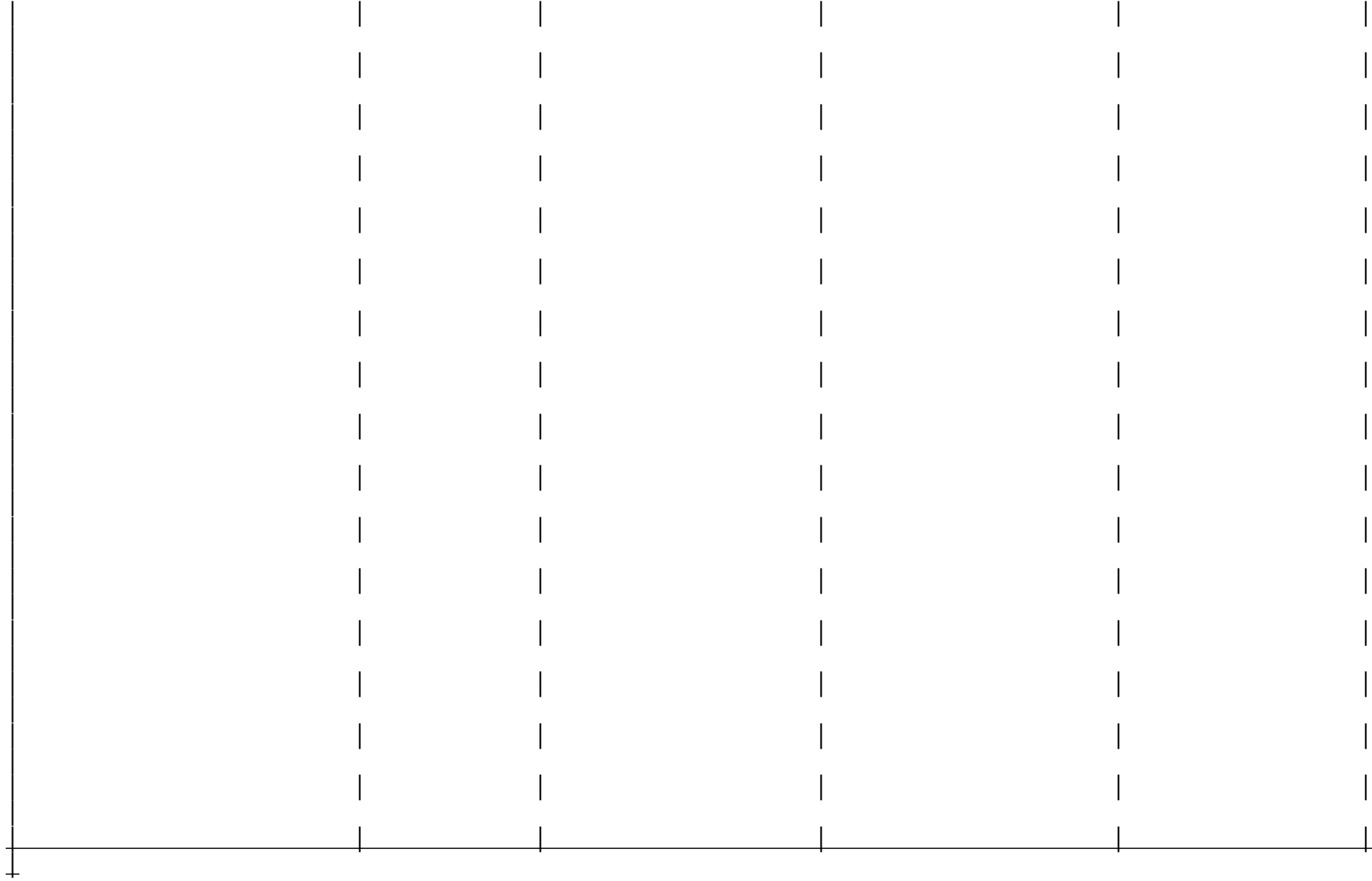
Notary Public

Address

(SEAL)

SIGNATURE SHEET

[illegible]



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

Consent Agenda

Meeting Date: October 10, 2018

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Petition to Municipal Subdistrict Northern Colorado Water Conservancy District for Water Allotment Contract

SUMMARY

As part of the process of acquiring Windy Gap units the Town of Firestone is required to complete the petition for water allotment contract to the Municipal Subdistrict Northern Colorado Water Conservancy District.

HISTORY AND PREVIOUS BOARD ACTION

In June of this year, the Board of Trustees approved the agreement for the Town of Firestone to purchase 5 Windy Gap units from Platte River Power Authority.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached petition, and authorizes the Mayor and the Town Clerk to execute the petition on behalf of the Town.

ALTERNATIVES

The Board of Trustees may decide to not approve the ordinance, and provide staff with additional direction.

ATTACHMENTS

1. Firestone Petition for Windy Gap Allotment Contract (final)

FINANCIAL CONSIDERATIONS

There will be a \$300.00 transfer fee once the petition is approved by the Municipal Subdistrict Northern Colorado Water Conservancy District.

PETITION TO
MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR WATER ALLOTMENT CONTRACT

The Town of Firestone, acting by and through its Water Activity Enterprise, which is a municipal corporation organized under the laws of the State of Colorado (hereinafter “Petitioner”), hereby petitions the Municipal Subdistrict, Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado, and a body corporate with all the powers of a public or municipal corporation (hereinafter called “Subdistrict”) organized and existing by virtue of C.R.S. § 37-45-101 et seq., for an allotment contract pursuant to C.R.S. § 37-45-131, for the beneficial use of water under and pursuant to the following terms and conditions:

1. Definitions. The following definitions shall apply:
 - (a) “Acre-foot” shall mean 43,560 cubic-feet of water and any volume of water delivered by the Subdistrict will be computed on the assumption that a flow of one cubic-foot of water per second of time will equal two acre-feet in twenty-four hours.
 - (b) “Board” shall mean the Board of Directors of the Subdistrict.
 - (c) “Carriage Contract” shall mean that Amendatory Contract entered into on December 19, 2014, between the Subdistrict, the Northern Colorado Water Conservancy District, and the United States of America for the purpose of utilizing the unused capacity of the facilities of the Colorado-Big Thompson Reclamation Project for the carriage of water developed by the Subdistrict, and any subsequent amendments or successor contracts for the same purpose.
 - (d) “Delivered Water” is that Subdistrict Water delivered to Petitioner for use by the Petitioner.
 - (e) “Entity” shall mean any public corporation, person, mutual ditch company, water users’ association or private corporation.
 - (f) “Operating Agreement” shall mean an agreement required by the Subdistrict for provision of services that may be requested by Petitioner and which can be provided by the Subdistrict. Said agreement may contain, but not be limited to, provisions relating to the quantity, location or time of water delivered pursuant to this Contract, provisions for the payment by Petitioner of costs associated with the construction,

modification, operation, maintenance, repair or administration of new or additional facilities which are required to deliver water to Petitioner at project system delivery points if said facilities are necessary to provide water to Petitioner in a manner which will not impair the ability of the Subdistrict to deliver water to other allottees of the Subdistrict, or provisions for the payment of costs which may arise from services to Petitioner not otherwise provided for under this Contract.

- (g) “Project Water” shall mean all water that accrues to the use of the Northern Colorado Water Conservancy District or its allottees by reason of the Colorado-Big Thompson Reclamation Project.
- (h) “Subdistrict Water” shall mean the quantity of water acquired and obtained by the Subdistrict from the development and construction of the Windy Gap Project pursuant to applicable state law, and which the Subdistrict introduces into the project system either directly or by exchange and which is deliverable to the Subdistrict through the project works.
- (i) “Unit” shall mean 1/480th of the Subdistrict Water supply annually made available for distribution by the Board.
- (j) “Water Year” shall mean the period from October 1 of one calendar year through September 30 of the next succeeding calendar year.
- (k) “Windy Gap Project” shall mean that project (including the acquisition and perfection of water rights) constructed by the Subdistrict for the diversion of waters from the Colorado River at or near its confluence with the Fraser River and Carriage of this Subdistrict Water to the Eastern Slope for beneficial use pursuant to the terms of the Carriage Contract. For purposes of this Contract, said Project is defined as those facilities necessary to divert, pump, store, regulate, and introduce into the Colorado-Big Thompson Project that quantity of Subdistrict Water which will produce an average deliverable quantity of water equal to approximately 48,600 acre-feet per Water Year under the water rights decreed to the Windy Gap Project and in accordance with all applicable agreements, court decrees and orders.

2. Quantity of Water. Petitioner petitions for five (5) Units of Subdistrict Water for annual delivery commencing as of the date of the granting of this petition by the Board and for so long thereafter as Petitioner fully complies with all the terms, conditions and obligations hereinafter set forth, but in no event for a term less than the period required for the payment of bonds or other fixed indebtedness incurred by the Subdistrict for the Windy Gap Project during any period prior to transfer of a part or all of Petitioner’s allotment to an Entity within the Subdistrict.

3. Use of Water. Petitioner agrees that any Subdistrict Water allotted by the Board shall be for domestic, irrigation, municipal and industrial use within or through facilities or upon lands owned or served by said Petitioner, provided, however, that (i) all lands, facilities and service areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange or otherwise) shall be situated within the boundaries of the Subdistrict, and (ii) said water may be seasonally transferred by Petitioner for such uses within Northern Colorado Water Conservancy District or Subdistrict boundaries. Petitioner also agrees to (i) account for, by the use of separate water meters, all deliveries of water to users that will receive Subdistrict Water; (ii) certify, prior to November 1 of each year, that it owns, leases or otherwise controls sufficient water from sources other than Subdistrict Water to supply water for the next Water Year to any and all service areas located outside of the Subdistrict boundaries; and (iii) provide to the Subdistrict, on or before November 30 of each year, a complete accounting of the disposition and use of all water used by it during the previous Water Year. Petitioner shall not receive Subdistrict Water in excess of the quantity required by the metered uses of water that are within the Subdistrict boundaries. Nothing herein shall prevent the Petitioner from reusing Subdistrict Water, by direct delivery, exchange or otherwise, provided that the first use thereof is for benefit of lands, facilities and service areas within the boundaries of the Northern Colorado Water Conservancy District or Subdistrict or as otherwise provided by law and Subdistrict policy and regulations.
4. Delivery of Subdistrict Water. Pursuant to terms of the Carriage Contract, the introduction, storage, carriage and release of Subdistrict Water into, through or from the Colorado-Big Thompson Project system and the manner of delivery, measurement and accounting therefor shall be in accordance with procedures in use between the United States and Northern Colorado Water Conservancy District for the delivery of Project Water or as such procedures are herein or may hereafter be modified by agreement of the parties. Deliveries of Subdistrict Water to Subdistrict and its allottees shall be made by the United States and the Northern Colorado Water Conservancy District at project system delivery points. No part of Petitioner's Subdistrict Water shall be delivered to another Entity without the written authorization of Petitioner.
5. Annual Charges. Petitioner agrees to pay the following annual charges:
 - (a) Commencing in 2018 and annually thereafter an amount per Unit as allocated by this contract equal to 1/480th of the sum of (i) the annual charge required to pay the principal, interest and premium, if any, on bonds issued or other fixed indebtedness, if any, incurred by Subdistrict to finance the Windy Gap Project; (ii) the annual costs, exclusive of those costs set forth in Paragraph (b) of this Article, incurred by Subdistrict in the administration, operation, maintenance, repair, and rehabilitation of Windy Gap Project facilities and such other annual costs as may arise from and be attributable to the operation of Windy Gap Project; (iii) an

annual amount to establish and maintain a reserve equal to the maximum principal and interest due or to become due, if any, in the succeeding year on all outstanding bonds or other fixed indebtedness of the Subdistrict; (iv) such an annual amount, as the Board shall determine to be necessary, to establish and maintain an operating and maintenance reserve equal to eighteen months operating and maintenance costs; and (v) such other reserves as the Board shall determine are necessary, if any, for operation, maintenance, renewal or replacement of Subdistrict facilities.

- (b) An amount per acre-foot of Subdistrict Water delivered to Petitioner. Said amount shall be due and payable annually and shall be the sum of (i) the annual per acre-foot carriage charge levied in accordance with the Carriage Contract; and (ii) an annual per acre-foot charge for the energy costs incurred in the operation of those Windy Gap Project facilities required to divert, pump, store or introduce such water into the Colorado-Big Thompson Project for carriage and delivery to the Subdistrict.

- 6. Estimated Demand and Delivery Schedule. On or before August 1 of each year, Petitioner shall provide Subdistrict with an estimated demand and delivery schedule, not to exceed the amount of Subdistrict Water allotted herein, for its Subdistrict water for the following Water Year. This schedule shall contain the time, delivery points and quantities of water which Petitioner estimates it shall require. This schedule may be modified from time to time as the need warrants within the physical capabilities of the delivery system and subject to advance payment by the Petitioner of the charges established in Article 5(d) of the Carriage Contract.
- 7. Estimate Statement. Subdistrict shall furnish Petitioner with an estimated statement of anticipated assessments required under Article 5(a) or 5(b) hereof, or both, on or before August 31 of each year, which statement shall be used by Petitioner for budgeting purposes for the following fiscal year.
- 8. Payment of Charges. On or before March 1 of each year, Subdistrict shall render a billing statement to Petitioner for payment of all charges and costs due under this contract, as based upon estimated demand for that year as provided in Article 6 hereof. The estimated assessment shall be based upon actual costs incurred during the previous Water Year, plus such additional amounts reasonably attributable to inflation. Any credit from the previous Water Year or any additional charges from the previous Water Year shall be included in the billing statement rendered. Petitioner shall pay the net charges shown on the billing statement of estimated assessments on or before April 1 after receipt of statement.
- 9. Security.
 - (a) As security to the Subdistrict, the Petitioner agrees, to the extent permitted by law, to be bound by the provisions of C.R.S. § 37-45-131, and that the

foregoing covenant of annual payments will be met, to the extent permitted by law, from assessments levied by the Subdistrict pursuant to C.R.S. § 37-45-131, or, at the option of Petitioner, such annual payments may be fully or partially met by appropriation of funds from such sources of revenue as may be legally available to said Petitioner for such purpose. Further, the Petitioner agrees to continue to make the annual payments, as defined in Article 5 of this contract, for those Units of Subdistrict Water allotted to it and for which Petitioner is obligated by the adoption of a resolution which resolution expressly shall not be repealable until all bonded indebtedness, if any, of the Subdistrict is paid in full according to the terms of any bond indenture or other indenture issued by Subdistrict. This is not intended to create a General Obligation of Debt of the Petitioner. As of the date of this Application, there are currently no bonds or other fixed indebtedness issued to finance the Windy Gap Project.

10. Default.

- (a) Notice of Non-Payment or Non-Renewal. If any payment of annual charges, as herein provided, is not made by the due date, written notice thereof will be given by the Subdistrict to Petitioner at the following designated address:

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

with copy to:

Kathleen Kelly
Light Kelly, P.C.
101 University Blvd.; Suite 210
Denver, CO 80206

AND

Brad Grasmick
Lawrence Jones Custer Grasmick LLP
5245 Ronald Reagan Blvd.; Suite 200
Johnstown, CO 80534

or at such other address as is furnished to Subdistrict by the Petitioner.

- (b) Default. Subdistrict may, in its sole discretion, declare Petitioner to be in default of this allotment contract if all annual payments due under this allotment contract are not made by or on behalf of Petitioner, within 15 days of the date of the Notice of Non-payment provided in accordance with Article 10(a) hereof. Subdistrict shall not be deemed to have waived or relinquished the right to declare a default by virtue of any delay in the

declaration of such default after the expiration of the 15-day period provided for in this Article 10(b).

- (c) Reversion. Upon the declaration of default by the Subdistrict, this allotment contract shall terminate, and Petitioner shall have no further rights or interest in to the five (5) Units of Subdistrict Water, and the five (5) Units may be re-allotted by the Subdistrict in its sole and exclusive discretion.
- (d) Re-Allotment. Subdistrict agrees that it will, upon the filing of a petition by Petitioner, and notice and hearing, re-allot to Petitioner on the terms and conditions of this allotment contract all or a portion of the 5 Units of Subdistrict Water upon a finding that all amounts owed by Petitioner pursuant to this allotment contract have been paid to Subdistrict and that Petitioner is entitled to such re-allotment, which findings shall be made by the Subdistrict Board within 60 days of the filing of the petition. Petitioner shall reimburse the Subdistrict prior to such re-allotment for all amounts, including any applicable interest, and including all other charges, costs, fees, and expenses incurred as a result of Petitioner's default.

11. Beneficial Use of Water. Petitioner agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and this allotment contract is made for the exclusive benefit of the Petitioner and shall not inure to the benefit of any successors or assigns of said Petitioner without prior specific approval by the Board.

12. Operating Agreement. Petitioner acknowledges and understands that Subdistrict Water is only delivered at project system delivery points and that all facilities, lands, rights-of-way and easements necessary for the delivery of Subdistrict Water to Petitioner's service area are at the sole cost and responsibility of Petitioner to acquire, construct, operate and maintain. Further, Petitioner recognizes and understands that the delivery of Subdistrict Water to Petitioner through the Colorado-Big Thompson Project system is limited during certain periods during the Water Year and that it is necessary to enter into an Operating Agreement with Subdistrict providing for the means, times and other matters relating to the delivery of Subdistrict Water to Petitioner. Delivery concerns and problems, including scheduling, may require Petitioner to construct, operate and maintain storage, transmission and other facilities for the use of its Subdistrict Water. Notwithstanding the foregoing, the Petitioner may take delivery of Subdistrict Water on a year-round basis from Carter Lake through the Southern Water Supply Project Pipeline, pursuant to and in accordance with Petitioner's allotment contracts therefor and applicable District and Subdistrict procedures, rules and regulations. Petitioner may take delivery of Subdistrict water on a year-round basis into Chimney Hollow Reservoir in the future, but this Allotment Contract does not also grant to Petitioner a legal right to storage in Chimney Hollow, which right would need to be separately obtained.

13. Limitations on Rights of Petitioner. In addition to all the other terms, conditions and covenants contained herein, it is specifically understood and agreed by and between the parties hereto that the rights of Petitioner hereunder are subject to the following terms, conditions and limitations, to all intents and purposes as though set forth verbatim herein, and made a part hereof by reference, to-wit:
- (a) The Water Conservancy Act of Colorado;
 - (b) The Amendatory Carriage Contract dated December 19, 2014, between Subdistrict, the Northern Colorado Water Conservancy District, and the United States of America, provided, that if any amendment is proposed which would affect the right of Petitioner to reuse Subdistrict Water, the approval of such amendment shall first be obtained from the Petitioner; and
 - (c) The Rules, Regulations and Policies of the Board, as may be amended from time to time, including but not limited to the Subdistrict Policy Regarding First Use, Reuse, Successive Use or Other Disposition of Subdistrict Water, as adopted by the Board on October 11, 1985, and the Subdistrict Inclusion Policy, as adopted by the Board on October 11, 1985.
14. Transfer of Allotment. If Petitioner, with approval of the Board, transfers a part of its allotment to another Entity within the Subdistrict, Petitioner shall be relieved of its obligation hereunder to the extent of said transfer, except as otherwise provided herein. If Petitioner, with approval of the Board, transfers all of its allotment to another Entity within the Subdistrict, Petitioner shall no longer participate in the Windy Gap Project and the Petitioner shall be relieved of its obligations except as otherwise provided herein.
15. Future Participation. Nothing herein shall be construed in any manner that will obligate Petitioner to participate in any future or other project of the Subdistrict or preclude Petitioner from participation therein.
16. Authorization. Petitioner attaches hereto a true and correct copy of Petitioner's records authorizing the officers, whose names appear hereon, to make this petition.
17. Entire Agreement. This allotment contract, together with the statutes, contracts, rules, regulations and policies listed or incorporated herein, constitutes the sole agreement and understanding of the parties and may not be interpreted, modified or changed by reference to other documents, understandings or agreements, whether written or oral, unless the interpretation, modification or change is subsequently agreed to in writing by the parties hereto.

18. Confirmation. This allotment contract, and all agreements related thereto, may be confirmed by Subdistrict pursuant to C.R.S. § 37-45-143.

Dated _____

THE TOWN OF FIRESTONE, State of Colorado

By: _____

ATTEST:

By: _____

Town Clerk

**ORDER OF MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
ON PETITION FOR TRANSFER OF ALLOTMENT CONTRACT,
AND PETITION FOR ALLOTMENT CONTRACT,
REGARDING THE TRANSFER OF ALLOTMENT
FROM THE PLATTE RIVER POWER AUTHORITY TO
THE TOWN OF FIRESTONE**

Upon the Application for Transfer of Allotment Contract of the Platte River Power Authority ("Platte River"), and the Petition for Allotment Contract of the Town of Firestone, which is a municipal corporation organized under the laws of the State of Colorado ("Firestone"), and after considering said Application and Petition as required by law at a regular meeting held on November 8, 2018, the Board of Directors of the Municipal Subdistrict, Northern Colorado Water Conservancy District ("Subdistrict") hereby orders that:

The allotment of 5 Units of Subdistrict Water of Platte River is hereby transferred, and an allotment contract for 5 Units is hereby granted to Firestone on the terms and conditions set forth in the Petition for Allotment Contract of Firestone. Platte River is hereby released from any further obligations with respect to the 5 Units transferred to Firestone.

Dated: _____, 20__

MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

Dennis Yanchunas, President

RESOLUTION NO. 18-41

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final development plan for American Furniture Warehouse 81 Truck Shop; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds the proposed final development plan should be approved, subject to certain conditions.

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

Section 1. The Final Development Plan for American Furniture Warehouse 81 Truck Shop is hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 10th day of October, 2018.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
American Furniture Warehouse 81 Truck Shop
Final Development Plan
Conditions of Approval

1. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Provide a current tax certificate.
3. Execute a subdivision agreement, in a form to be approved by the Town Attorney.
4. Revise Civil Construction Plans and Drainage Report to adequately evaluate current building footprint.
5. Add the Utility Plan to the FDP map set and adjust the number of sheets in the title block.
6. Additional water dedication is required for the building and irrigated landscaping shown in the FDP. Provide for the Town Engineer's review and determination of water dedication requirement the following: square feet of office space; anticipated number of truck washes per year; gallons per truck wash; and irrigated area square footage. Revise the FDP to add information as directed by the Town Engineer.
7. Provide water service sizing calculations for the new building only based on AWWA M22.
8. Revise the Drainage Report to reflect the latest building footprint and impervious areas.
9. Revise Drainage Report to reconcile stages indicated on the Detention Basin Outlet Structure Design spreadsheet provided in Appendix C and the Details – Pond plan elevations.
10. Update all references on the FDP to the street address to read 10695 Jake Jabs Boulevard.
11. Revise the FDP to provide lot owner's contact name and email address.
12. Revise the FDP to provide contact names and email addresses for all consultants.
13. Revise the FDP to include the legal description.
14. Revise the FDP to add a land use table that indicates impervious and pervious square foot areas; pervious areas to be shown as irrigated and non-irrigated areas.
15. Revise the FDP to add a water dedication paragraph as directed by the Town Engineer.

16. Revise the FDP to add a parking statement, as required by the Firestone Development Regulations.
17. Revise the FDP to add the architecture statement required by the Firestone Development Regulations.
18. Revise the FDP to update the development schedule and add an expiration statement as required by the Firestone Development Regulations.
19. Revise the FDP to include the Owner's name next to "Owner" in the acceptance block.
20. Provide additional dimensions to evaluate curb radii and layout information, as requested by the Town Engineer.
21. Revise the FDP as necessary to reconcile the building footprint on the site plan with the architectural drawings.
22. Provide documentation that the "no build zone" restriction for the oil and gas well is no longer needed.
23. Provide the Town a 20' wide easement for the water service line to the meter pit.
24. Revise the FDP to show the 100 year water surface elevation notes.
25. Provide confirmation from the St. Vrain Sanitation District that the rim elevation is acceptable as shown.
26. Revise the last sentence in the Parking section to read "Parking is only allowed in the designated parking lot and is not permitted within the concrete drive."
27. Update the sheet names within the Firestone Information Block, title block, and consultant title block as necessary so that all names are consistent in every location.
28. Revise all references to "minor modification of the FDP" and "a modification to Final Development Plan" to reflect this is a Final Development Plan Amendment.
29. Delineate the boundary of the project site on the vicinity map as noted in the legal description.
30. Within the Parking section, provide the total square footage of internal landscaping within the parking area.
31. Revise the FDP to reflect the correct land use for Lot 1.

32. Remove all “Contractor” references within the FDP; replace with “Owner” or “Owner’s representative.”



Staff Report

American Furniture Warehouse 81 Truck Shop

Final Development Plan Amendment

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

October 10, 2018

Applications

This staff report is for American Furniture Warehouse 81 Truck Shop Final Development Plan Amendment ("FDP Amendment"). The applicant for the FDP is American Furniture Warehouse.

Notice

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

Location and Process

The approximate location of the FDP Amendment area is located within Lot 1 of the American Furniture Warehouse Subdivision, west of Jake Jabs Boulevard and directly east of the existing American Furniture Warehouse building. This is an amendment to the approved American Furniture Warehouse Final Development Plan. The FDP is the final step in the Firestone Development Review process prior to the building permit process.

Site Analysis, Circulation and Parking

The FDP Amendment proposes a new building for routine maintenance of the American Furniture Warehouse truck fleet. The new building would be comprised of an office and an enclosed truck repair and service building with 5 truck maintenance bays. The overall area of Lot 1 being impacted by the construction of the new building is approximately 2.07 acres. The property is generally flat and would be appropriate for the proposed use. The FDP Amendment proposes two vehicular access points to the new maintenance building area from the private access road east of the existing American Furniture Warehouse building. An addition of 13 new parking spaces, 1 new handicap space and 4 motorcycle parking spaces are proposed to service the truck shop, to augment the existing 1,091 parking spaces at the American Furniture Warehouse building store front.

Plan Analysis

The FDP proposes one truck repair facility comprised of 23,580 SF. The site is zoned EC-PUD. The project will be consistent with adjacent structures and will complement the overall ODP. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The building height for the proposed employment center is 31.5 feet which is in accordance with Firestone development standards.

Fiscal Impacts

The FDP will provide employment opportunities to the community of Firestone, and allow the American Furniture Warehouse existing business to continue to flourish to continue to promote the local economy of the Town. The increase of commercial services in this area will lead to increased sales tax revenues for the Town.

Utility and Services

Public infrastructure and utilities (water and sewer) will be extended to the site per civil drawings at the time of the development.

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

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

Conditions and Standards for Approval

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

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;
- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system such that allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;
- K. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting;

- L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
- M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
- N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
- O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
- P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
- Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
- R. Compliance with the provisions of any applicable intergovernmental agreements;
- S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
- T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
- U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable energy technologies;
- V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
- W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of "knowledge workers" and will facilitate telecommuting.

Planning Commission or Board of Trustees Action

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

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or
- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting,

with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or

- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

Town staff and the Planning Commission recommend approval of the application with a certain amount of conditions that has been provided in the form of a draft resolution for the Board of Trustees public hearing.

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
COVER SHEET
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 01 OF 09

LEGAL DESCRIPTION:

LOT 1, AMERICAN FURNITURE WAREHOUSE SUBDIVISION,
A REPLAT OF LOT 2, EAGLE CREST SUBDIVISION
COUNTY OF WELD
STATE OF COLORADO
The overall area being affected by this construction including site work and drainage basin is 90,000 SF or 2.07 acres.

PROJECT CONCEPT

THIS IS AN MINOR AMENDMENT TO THE FINAL DEVELOPMENT PLAN (FDP) FOR AMERICAN FURNITURE WAREHOUSE WHICH IS LOCATED WITHIN LOT 1M AMERICAN FURNITURE WAREHOUSE SUBDIVISION, A REPLAT OF LOT 2, EAGLE CREST SUBDIVISION. THE SITE IS ZONED EC-PUD

AMERICAN FURNITURE WAREHOUSE (AFW) IS A RETAIL OUTLET THAT PROVIDES HOME FURNISHINGS FOR THE FIRESTONE AND WELD COUNTY REGION. AFW OWNS A LARGE FLEET OF VEHICLES THAT NEEDS ROUTINE MAINTENANCE. THIS NEW TRUCK SHOP IS DESIGNED TO BE STATE OF THE ART TO KEEP AFW'S VEHICLE FLEET IN PROPER RUNNING CONDITION. THE NEW TRUCK SHOP WILL BE DESIGNED WITH THE EXISTING COLOR AND MATERIAL PALATE AS THE MAIN STORE. THE ANTICIPATED HOURS OF OPERATION ARE FROM 5 AM TO 10 PM. DURING HOURS OF OPERATION THE ANTICIPATED NOISE GENERATED BY DIESEL ENGINES IS 85 dB. HOWEVER, THAT NOISE LEVEL SHOULD DEGRADE TO BELOW 76 dB AT 50 FEET FROM THE SOURCE. THERE IS NOT ANY NOISE ANTICIPATED WHEN THE SHOP IS NOT IN SERVICE. THE BUILDING WILL HAVE EXTERIOR LIGHTING AS INDICATED ON THE ATTACHED PHOTOMETRIC ALL EVENING FOR SECURITY PURPOSES.

THE NEW TRUCK EXTERIOR MATERIALS WILL BE A SIMULATED STUCCO PATTERNED INSULATED METAL PANEL SYSTEM WITH A CULTURED STONE BASE. THE ROOFING MATERIAL IS STANDING SEAM METAL. THE COLORS OF THE TRUCK SHOP WILL CLOSELY MATCH THE COLORS OF THE EXISTING STRUCTURE.

SIGNAGE

THREE BUILDING MOUNTED SIGNS ARE SHOWN ON THE ELEVATIONS. THE TOTAL AREA OF SIGNED IS 100 SF OUT OF THE ALLOWED 147 SF FOR THIS BUILDING. THE SIGNS WILL BE COORDINATED WITH THE TOWN OF FIRESTONE. BUILDING SIGNS WILL BE INTERNALLY ILLUMINATED ACRYLIC FACED SIGNS WITH AMERICAN FURNITURE'S LOGO OR SIMILAR.

ENVIRONMENTAL IMPACT MITIGATION

THERE IS NO EVIDENCE OF RECOGNIZED ENVIRONMENTAL CONDITIONS IN CONNECTION WITH THIS SITE.

REFER TO A PHASE I ENVIRONMENTAL SITE ASSESSMENT THAT WAS PREPARED BY WESTERN ENVIRONMENT AND ECOLOGY INC. DATED SEPTEMBER 30, 2004 AND ON FILE FOR THE ORIGINAL FDP

PRIVATE MAINTENANCE AND ENFORCEMENT

THE SITE WILL BE MAINTAINED IN CONFORMANCE WITH FIRESTONE DEVELOPMENT REGULATIONS AND FIRESTONE MUNICIPAL CODE. ANY NECESSARY CROSS ACCESS AGREEMENTS WILL BE GRANTED IN THE FUTURE FOR ANY COMMON ROADWAY ACCESS POINTS AND UTILITIES TO THE FUTURE RETAIL/EMPLOYMENT CENTER.

OPEN SPACE

THIS MINOR MODIFICATION TO THE FDP DOES NOT CHANGE ANY PREVIOUSLY AGREED TO LAND DEDICATIONS.

CONTROLS

THIS MINOR MODIFICATION TO THE FDP DOES NOT CHANGE ANY PREVIOUSLY AGREED TO RECIPROCAL EASEMENTS AND RESTRICTIONS FROM THE ORIGINAL FDP

PARKING

A TOTAL OF 1,091 PARKING SPACES INCLUDING 21 HANDICAPPED SPACES ARE PROVIDED ON THE OVERALL SITE AS PART OF THIS MINOR MODIFICATION TO THE FDP. THE MODIFICATION HAS ADDED 13 NEW SPACE, ONE NEW HANDICAP SPACE AND 4 MOTORCYCLE PARKING SPACES. PARKING IS ONLY ALLOWED ON THE CONCRETE SURFACE OF THE SITE AND NO PARKING IS ALLOWED ON THE SERVICE ROAD.

SETBACKS

NORTH SETBACK 442'-9" FROM PROPERTY LINE
SOUTH SETBACK 526'-0" TO JAKE JABS BLVD.
EAST SETBACK 15'-0" TO JAKE JABS BLVD. R.O.W.
WEST SETBACK 1,175' TO COUNTY RD 9

DEVELOPMENT SCHEDULE

APPROXIMATE START DATE FOR CONSTRUCTION IS OCTOBER 15TH, 2018
APPROXIMATE BUILDING OCCUPANCY DATE IS OCTOBER 15TH, 2019

DRAINAGE

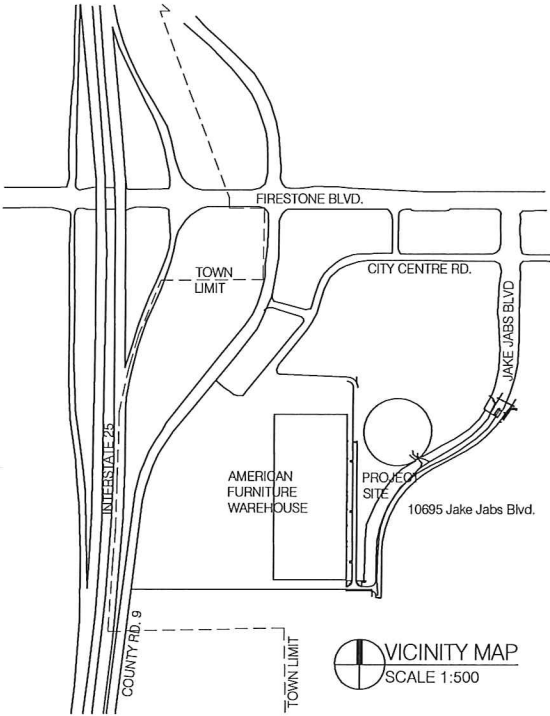
REFERENCE DRAINAGE REPORT AND DRAWINGS PROVIDED BY CIVILARTS. DRAINAGE REPORT IS DATED OCTOBER 9TH, 2017 (REVISED MARCH 9TH 2018)

UTILITIES

ALL NEW UTILITIES WILL BE INSTALLED PER THE ATTACHED CIVIL DRAWINGS PREPARED BY CIVIL AREA AND ARE PART OF THE MODIFICATION TO FINAL DEVELOPMENT PLAN. NEW UTILITIES INCLUDE A TWO 81 FOOT WATER LINES, ONE FOR FIRE AND ONE FOR DOMESTIC, A SEWER LINE EXTENSION OF ±610 FEET FROM THE BUILDING TO JAKE JABS BLVD. THE SEWER LINE WILL HAVE A SAND OIL SEPARATOR.

WATER DEDICATION

PER AWWA M22 THE SUBTOTAL FIXTURE UNIT IS EQUAL TO 55.7. ESTIMATED GPM IS 44.0 WITH A PRESSURE ADJUSTMENT FACTOR OF 1.17. TOTAL ESTIMATED GPM IS 51.48, REQUIRING A 1.5" WATER TAP SIZE. TOTAL YEARLY WATER USAGE IS PROJECTED TO BE 54,631.20 GALLONS PER YEAR.



Approved by the Town Board of Trustees of the Town of Firestone, Colorado this _____ day of _____, 20____ by Resolution No. _____.

Mayor

ATTEST: Town Clerk

Acceptance

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

OWNER

STATE OF COLORADO)

COUNTY OF WELD)

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

Witness my hand and official seal

Notary Public

My commission expires

SHEET INDEX

SHEET INDEX	COVER SHEET GENERAL INFORMATION	
CVR	SITE PLAN	SHEET 1 OF 9
A200	COLORED ELEVATIONS	SHEET 2 OF 9
A300	GRADING PLAN	SHEET 3 OF 9
C-01	UTILITY PLAN	SHEET 4 OF 9
C-04	LANDSCAPE PLAN	SHEET 5 OF 9
LS-01	LANDSCAPE DETAILS	SHEET 6 OF 9
LS-02	IRRIGATION PLAN	SHEET 7 OF 9
IR-01	PHOTOMETRIC PLAN	SHEET 8 OF 9
E100		SHEET 9 OF 9

PROJECT TEAM

Owner: American Furniture Warehouse 8820 American Way Englewood, CO 80112 720-873-8720 Kevin Michalek kmichalek@afwonline.com	Landscape Architect: Chrispdesign 2845 Umatilla Street Denver, Co 80211 303-526-8626 Chris Peterson chrisp.designla@gmail.com
--	--

Architect: Studio K2 Architecture, Inc. 1525 Market Street, Suite 200 Denver, CO 80202 303-534-4480 Kevin Koernig kevin.koernig@sk2arch.com	Structural Engineer: Anchor Engineering 2535 17th Street Denver, CO 80211 303-783-4797 John Laur john@anchoreng.com
--	--

Civil Engineering: Civil Arts 1500 Kansas Avenue, Suite 2-E Longmont, CO 80501 303-682-1131 Gary Whitt gwhitt@civilarts.us	Mechanical Engineer: Thompson Engineering 11615 California Street, Suite 301 Denver, CO 80202 303-991-0991 Rick Saba rsaba@thompson-eng.com
---	--

Surveyor: Civil Arts 1500 Kansas Avenue, Suite 2-E Longmont, CO 80501 303-682-1131 Gary Whitt gwhitt@civilarts.us	Electrical Engineer: Hutchinson-Papesh Engineering 13986 W. Bowles Avenue, Suite 102 Littleton, CO 80127 303-973-9779 Mike Hutchinson mike@hutchengineering.com
--	--

LAND USE TABLE

SITE DATA ADDRESS: 10550 JAKE JABS BOULEVARD			
ON SITE	SQUARE FEET	ACRES	% OF TOTAL
LANDSCAPE AREA	611,555	14.04	31%
TRACT A	232,261	5.33	12%
PAVEMENT AREA	723,097	16.60	36%
BUILDING AREA	414,478	9.52	21%
TOTAL AREA	1,981,391	45.49	100%
NUMBER OF PARKING SPACES: 1,091			
NUMBER OF HANDICAP SPACES: 21			

SK2
ARCHITECTURE

Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architects seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly declines any and all responsibility for such plans, drawings or documents not exhibiting this seal.



NO. REVISION / SUBMISSIONS	DATE
FDP AMENDMENT	03.21.18

PROJECT NUMBER	DATE
2017.055	08.30.18

COVER SHEET
GENERAL INFORMATION

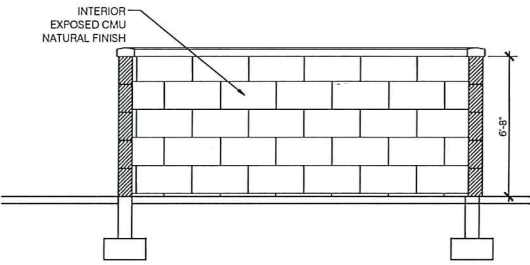
DRAWING NUMBER

CVR

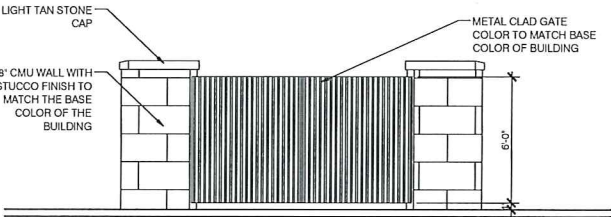


AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

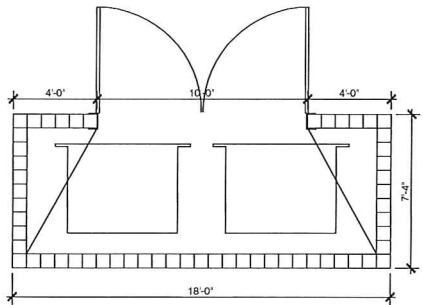
MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
SHEET TITLE
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 02 OF 09



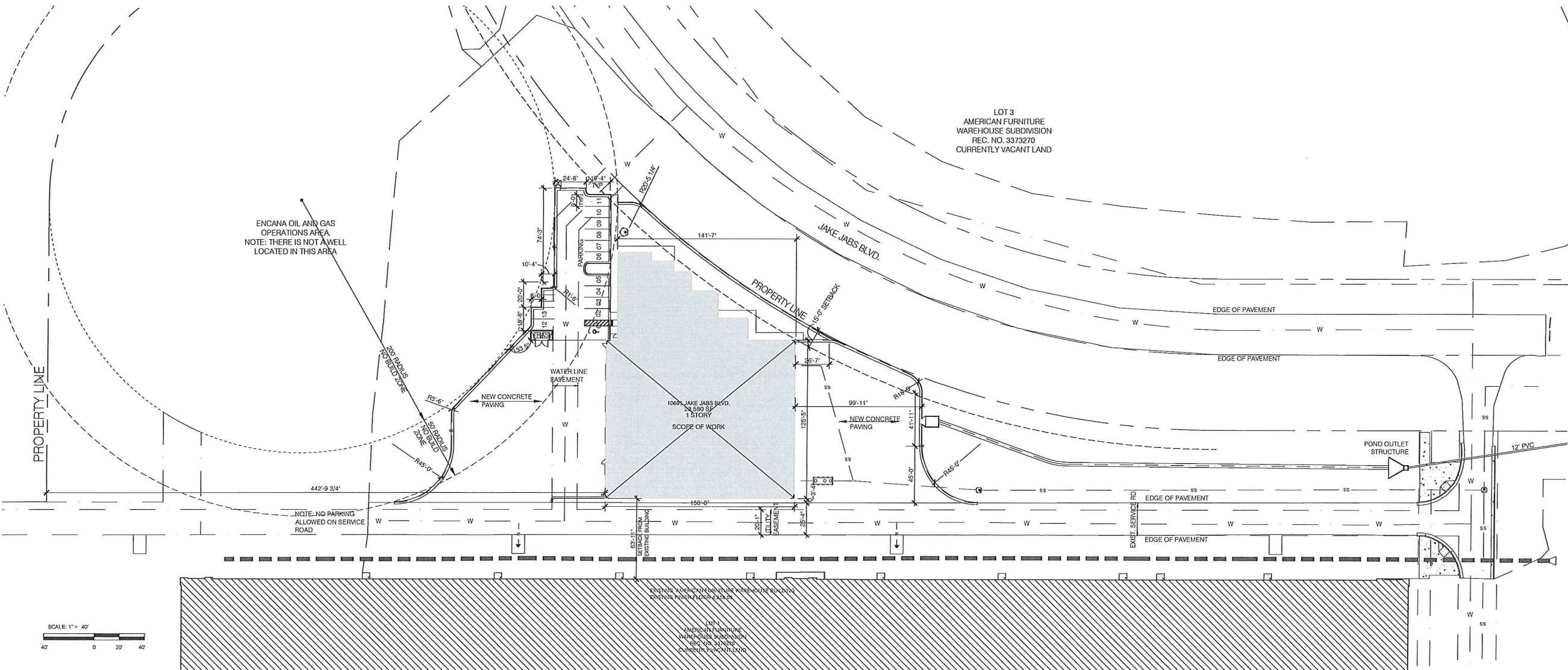
3 TRASH ENCLOSURE SECTION
SCALE : 1/4" = 1'-0"



2 TRASH ENCLOSURE ELEVATION
SCALE : 1/4" = 1'-0"



1 TRASH ENCLOSURE PLAN
SCALE : 1/4" = 1'-0"



SCALE: 1" = 40'

SYMBOL LEGEND

- FIRE HYDRANT
- POLE LIGHT FIXTURE
- SANITARY SEWER
- SAND / OIL SEPARATOR
- WATER LINE
- 36" RCP

ARCHITECTURAL SITE PLAN

SCALE : 1" = 40'-0"

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

SITE PLAN

NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/14/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS

SHEET 02 OF 09

SK2
ARCHITECTURE

Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architects seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

10550 JAKE JABS BLVD.

FIRESTONE, COLORADO 80504

NO. REVISION / SUBMISSIONS DATE
FDP AMENDMENT 03.21.18

PROJECT NUMBER DATE
2017.055 08.30.18

SITE PLAN

DRAWING NUMBER

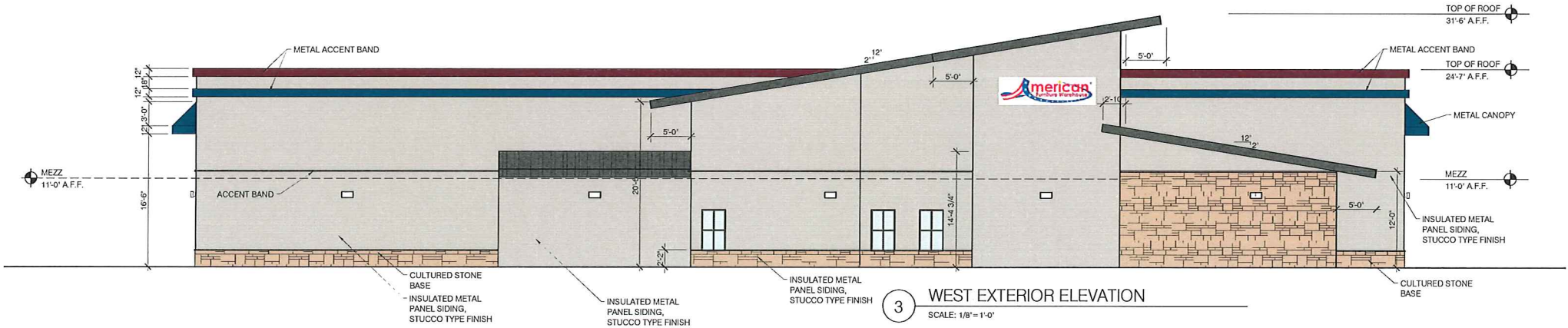
A200

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
ELEVATIONS
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 3 OF 9



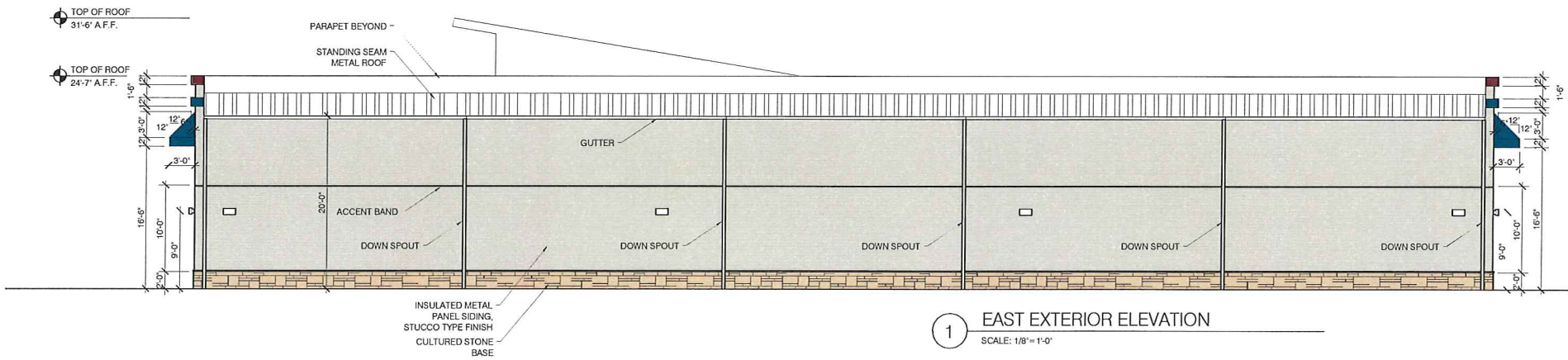
4 SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



1 EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR FINISH LEGEND

METAL PANEL KINGSPAN - GRANISTONE CUSTOM WHITE TO MATCH EXISTING BUILDING
CULTURED STONE CLADDING BORAL - PROFIT LEDGE STONE AUTUMN
METAL ACCENT PANEL CUSTOM RED TO MATCH EXISTING BUILDING
METAL ACCENT PANEL MORIN - ZINC GRAY
METAL ACCENT PANEL CUSTOM BLUE TO MATCH EXISTING BUILDING
METAL WINDOWS / DOORS / ACCENTS KAWNEER - ANODIZED DARK BRONZE
LIGHTS - FRONT VIEW
LIGHTS - SIDE VIEW



Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architects seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, including any other documents not attached to this sheet, shall not be considered prepared by this architect, and this architect expressly declines any and all responsibility for such plans, drawings or documents not exhibiting this seal.

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

10550 JAKE JABS BLVD. FIRESTONE, COLORADO 80504

NO. REVISION / SUBMISSIONS	DATE
FDP AMENDMENT	03.21.18

PROJECT NUMBER	DATE
2017.055	08/30/18

EXTERIOR ELEVATIONS
& EXTERIOR FINISH
LEGEND

DRAWING NUMBER

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
GENERAL INFORMATION AND SITE PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL:	MINOR MODIFICATION TO THE FDP
FILING NUMBER:	-
PHASE NUMBER:	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS
SHEET 03 OF 09	

A300

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
UTILITY PLAN
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
04 OF 09

NO.	DESCRIPTION	DATE	BY
1	PER CITY COMMENTS DATED 2-28-18	3/2/18	MPD
2	REVISED BUILDING	5/7/18	MPD
3	PER CITY COMMENTS DATED 8-17-18	8/21/18	MPD

1000 Kansas Ave, Suite 2-E
Longmont, CO 80501
P: 303.682.1311
F: 303.682.1149



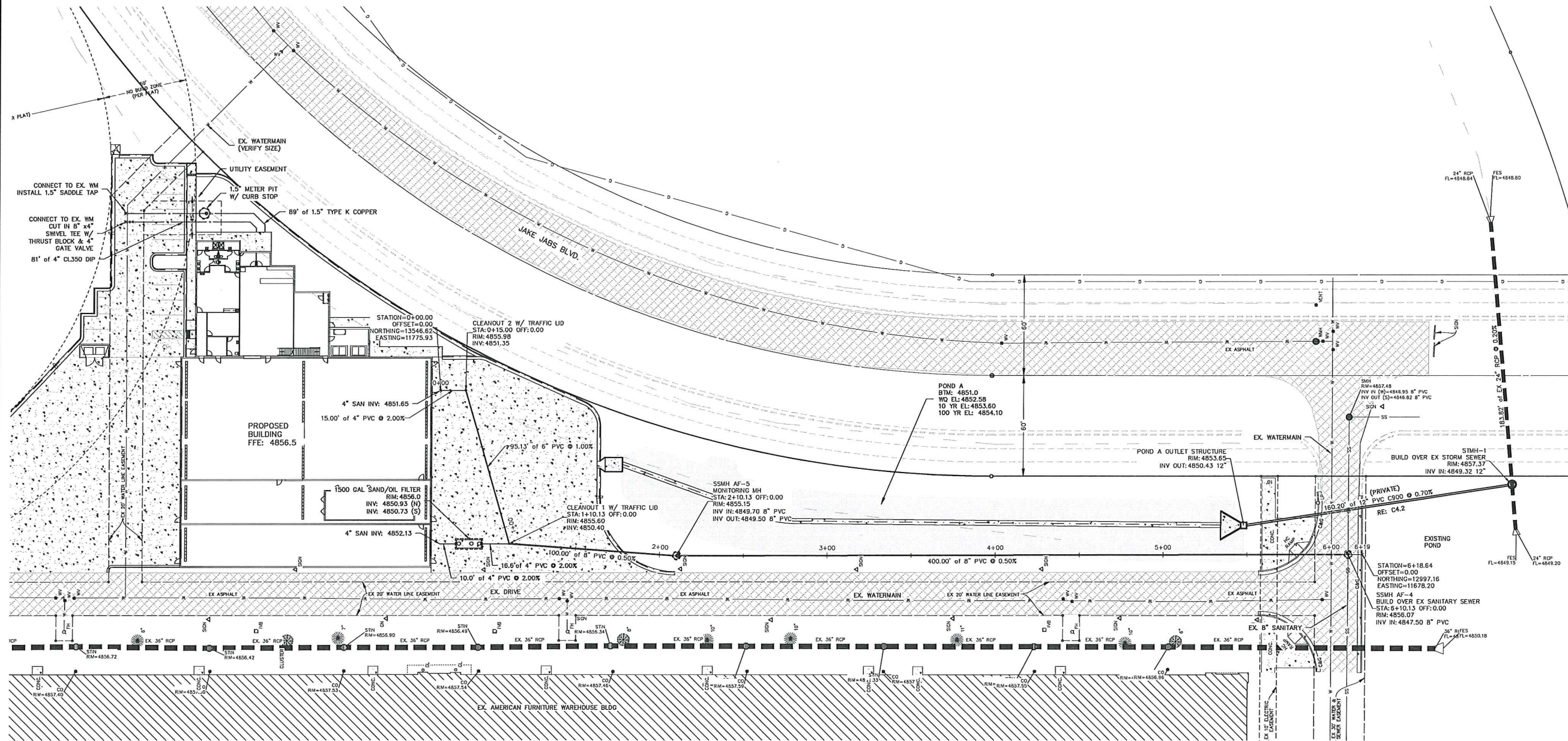
AMERICAN FURNITURE
WAREHOUSE
10695 JAKE JABS BLVD.
FIRESTONE, CO 80504

AMERICAN FURNITURE WAREHOUSE
TRUCK SERVICES BUILDING
FIRESTONE, COLORADO
CONSTRUCTION PLANS
UTILITY PLAN



DATE: 08.30.18
DRAWN BY: MPD
CHECKED BY: GTW
JOB NO: E-339

SHEET NO:
C4.0
OF



LEGEND

--- P	PROPERTY LINE	--- SS	EXISTING SANITARY SEWER LINE	●	UTILITY MANHOLE
--- E	EASEMENT LINE	--- ST	EXISTING STORM LINE	52.20	FL X
--- L	PHASE LINE - LIMITS OF DISTURBANCE	--- A155	EXISTING CONTOUR	---	SPOT ELEVATION
--- F	EXISTING FENCE LINE (AS DESCRIBED)	---	EXISTING TREE	---	DIRECTION OF FLOW ARROW
--- E	EXISTING ELECTRIC LINE (UNDERGROUND)	---	PROPOSED STORM LINE	2.0%	SLOPE / GRADE ARROW
--- F	EXISTING FIBEROPTIC LINE (UNDERGROUND)	---	PROPOSED WATER LINE	---	WATERLINE SERVICE
--- G	EXISTING GAS LINE	---	PROPOSED SANITARY SEWER LINE	---	SANITARY SEWER SERVICE
--- T	EXISTING TELEPHONE LINE	---	PROPOSED CONTOUR	---	
--- W	EXISTING WATER LINE	---			

HATCH LEGEND

[Hatch Pattern]	EXISTING ASPHALT SURFACE
[Hatch Pattern]	EXISTING CONCRETE SURFACE
[Hatch Pattern]	NEW CONCRETE SURFACE
[Hatch Pattern]	EXISTING BUILDING
[Hatch Pattern]	PROPOSED 100 YR HWL

NOTES

1. STATIONING AND OFFSETS BASED UPON STREET CENTERLINE UNLESS OTHERWISE NOTED.
2. RIM ELEVATIONS ARE APPROXIMATE. ADJUST TO FINISHED GRADE.
3. ROTATE RIMS AWAY FROM GUTTERS.
4. ALL SANITARY SEWER MANHOLES SHALL BE 4' DIAMETER UNLESS OTHERWISE SHOWN.
5. SANITARY SEWER PIPE LENGTHS ARE CENTER OF MANHOLE TO CENTER OF MANHOLE UNLESS OTHERWISE SHOWN.



30' 0 30' 60'
ORIGINAL SCALE: 1"=30'

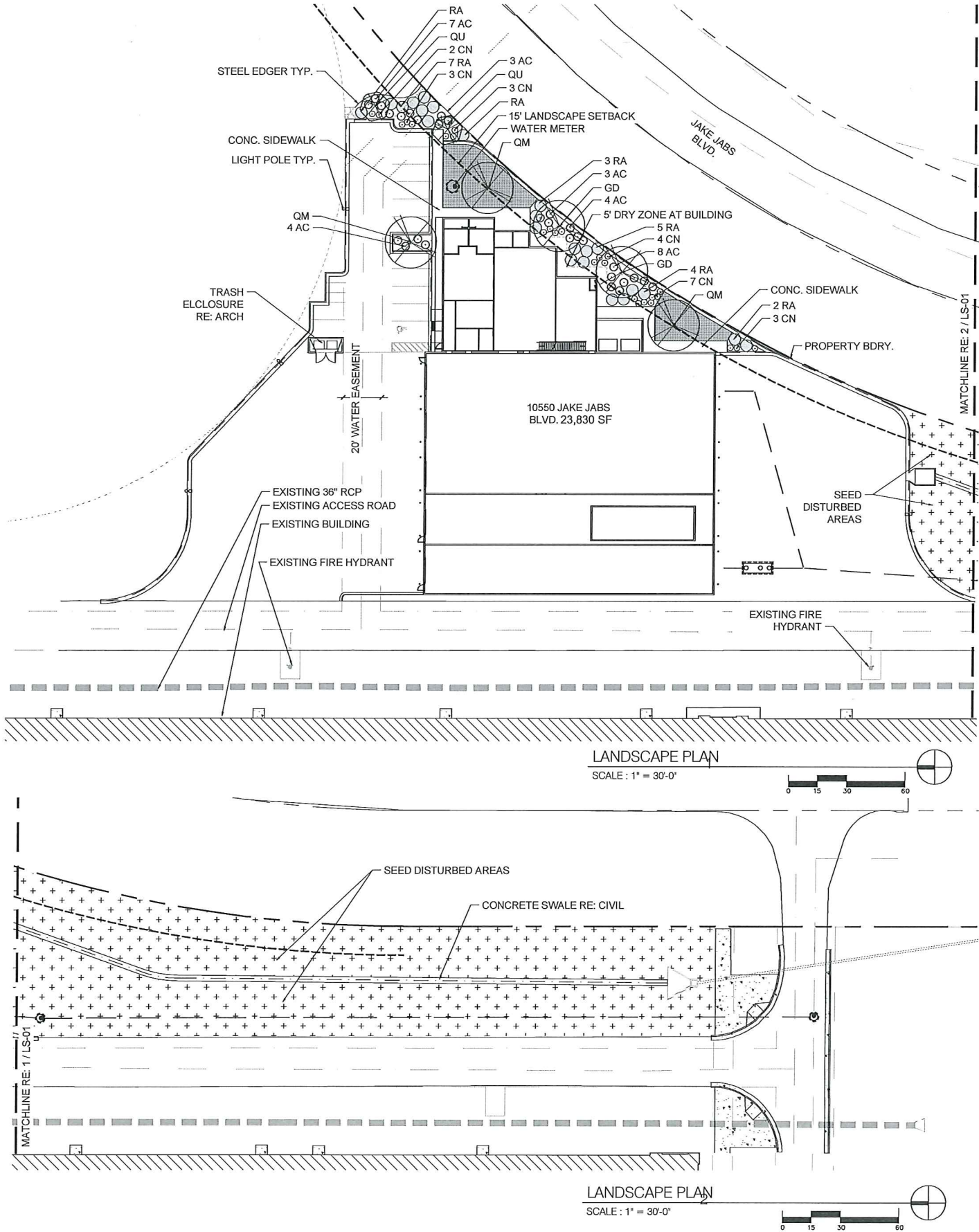
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP UTILITY PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	-
PHASE NUMBER:	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS
REVISION DATE:	-

SHEET 5 OF 9



AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
LANDSCAPE PLAN
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 06 OF 09



PLANT LEGEND



LANDSCAPE DESIGN INTENT:
THE DESIGN INTENT IS TO PROVIDE SCREENING
OF THE BUILDING AND PARKING FROM JAKE
JABS BLVD. AS WELL AS PROVIDE FLEXIBLE
OUTDOOR SPACES FOR STAFF USE.

THE LANDSCAPE WILL BE INSTALLED AT THE
SAME TIME. THERE IS NO PHASING OF THE
LANDSCAPE INSTALLATION.

PLANT SCHEDULE

KEY	QUAN	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
DECIDUOUS TREES					
GD	2	GYMNOCLADUS DIOICUS 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	2" CAL. B&B	PER PLAN
QM	3	QUERCUS MACROCARPA	BURR OAK	2" CAL. B&B	PER PLAN
QU	2	QUERCUS UNDULATA	WAVYLEAF OAK	2" CAL. B&B	PER PLAN
SHRUBS					
AC	29	ARCTOSTAPHYLOS X COLORADENSIS	PANCHITO MANZANITA	5 GAL. / CONT	PER PLAN
CN	26	CHRYSOHAMNUS NAUSEOSUS NAUSEOSUS	DWARF BLUE RABBITBRUSH	5 GAL. / CONT	PER PLAN
RA	23	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GAL. / CONT	PER PLAN

SHORT GRASS PRAIRIE GRASS SEED MIX
(AVAILABLE FROM <http://www.westernnativeseed.com> OR APPROVED EQUAL)

SEEDING RATE: 2 LBS PER 1,000 SQ.FT. OR 25 LBS PER ACRE

34 % Pascopyrum smithii (Western Wheatgrass)

32 % Bouteloua gracilis (Blue Grama)

30 % Buchloe dactyloides (Buffalograss)

4 % Sporobolus cryptandrus (Sand Dropseed)

PLANTING / SITE NOTES:

- THE LANDSCAPE DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE CIVIL DRAWINGS TO PROVIDE COMPLETE INFORMATION REGARDING SITEWORK.
- ALL TREES, SHRUBS, ORNAMENTAL GRASSES AND PERENNIALS ARE TO RECEIVE DRIP IRRIGATION. ALL TURF AREAS ARE TO RECEIVE SPRAY IRRIGATION.
- PRIOR TO THE INSTALLATION OF TURF GRASS AND/OR OTHER PLANT MATERIALS IN AREAS TO BE LANDSCAPED, THE AREAS SHALL BE THOROUGHLY LOOSENEED, AND ORGANIC INDUSTRY-ACCEPTED, CERTIFIED WEED-FREE SOIL AMENDMENT (SUCH AS COMPOST, PEAT OR AGED MANURE) SHALL BE THOROUGHLY INCORPORATED (I.E., ROTOTILLED) INTO THE SOIL AT A RATE OF AT LEAST FOUR (4) CUBIC YARDS OF SOIL AMENDMENT PER ONE THOUSAND (1,000) SQUARE FEET OF TURF GRASS AND/OR AREA TO BE PLANTED, TO A DEPTH OF AT LEAST SIX (6) INCHES. IN ADDITION, PRIOR TO INSTALLATION OF ANY TURF GRASS AND/OR OTHER PLANTED AREA, ALL FOREIGN WASTE MATERIALS, INCLUDING CONCRETE, PLASTIC, WIRE AND THE LIKE, ALONG WITH ROCKS LARGER THAN THREE (3) INCHES, SHALL BE REMOVED FROM THE TOP SIX (6) INCHES OF SOIL.
- THE CONTRACTOR SHALL GRADE PLANT BEDS, AS REQUIRED TO PROVIDE POSITIVE DRAINAGE AND PROMOTE OPTIMUM PLANT GROWTH.
- ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF ROCK MULCH. ALL PLANTINGS TO BE WATERED IN AFTER INSTALLATION.
- THE PLANT MATERIAL QUANTITIES ARE PRESENTED FOR THE CONVENIENCE OF THE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANTSCHEDULE, THE PLAN SHALL PREVAIL.
- PLANTS SHALL MEET SIZE, CONTAINER, SPACING SPECIFICATIONS. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING FULLY BOTH THE SITE AND THE PLAN DOCUMENT. DISCREPANCIES IN THE DOCUMENT OR THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE PROJECT MANAGER AT THE TIME OF DISCOVERY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY APPLICABLE PERMITS AND LICENSES TO PERFORM THE WORK SET FORTH IN THE PLANS AND THE SPECIFICATIONS.
- ANY AND ALL QUESTIONS CONCERNING THE PLAN SET AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE PROJECT MANAGER.
- THERE SHALL BE NO ADDITIONS, DELETIONS, OR SUBSTITUTIONS WITHOUT THE WRITTEN APPROVAL OF THE PROJECT MANAGER.
- THE CONTRACTOR IS RESPONSIBLE FOR PLANT SURVIVABILITY FOR ONE (1) YEAR.
- ALL DIMENSIONS TO BE FIELD CHECKED BY THE CONTRACTOR PRIOR TO LANDSCAPE MATERIAL INSTALLATION. DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REP.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL, AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THE PROJECT.
- LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL NEW LANDSCAPE FOR THE FIRST YEAR THROUGH THE CURRENT SEASON.
- ONLY THE LANDSCAPE CONTRACTOR MAY SUBCONTRACT IRRIGATION INSTALLATION OR MAINTENANCE WORK TO ANOTHER SUBCONTRACTOR.

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
LANDSCAPE PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS



Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

FIRESTONE, COLORADO 80504

10550 JAKE JABS BLVD.

NO. REVISION / SUBMISSIONS	DATE
FDP AMENDMENT	05.10.18

PROJECT NUMBER	DATE
2017.055	08/30/18

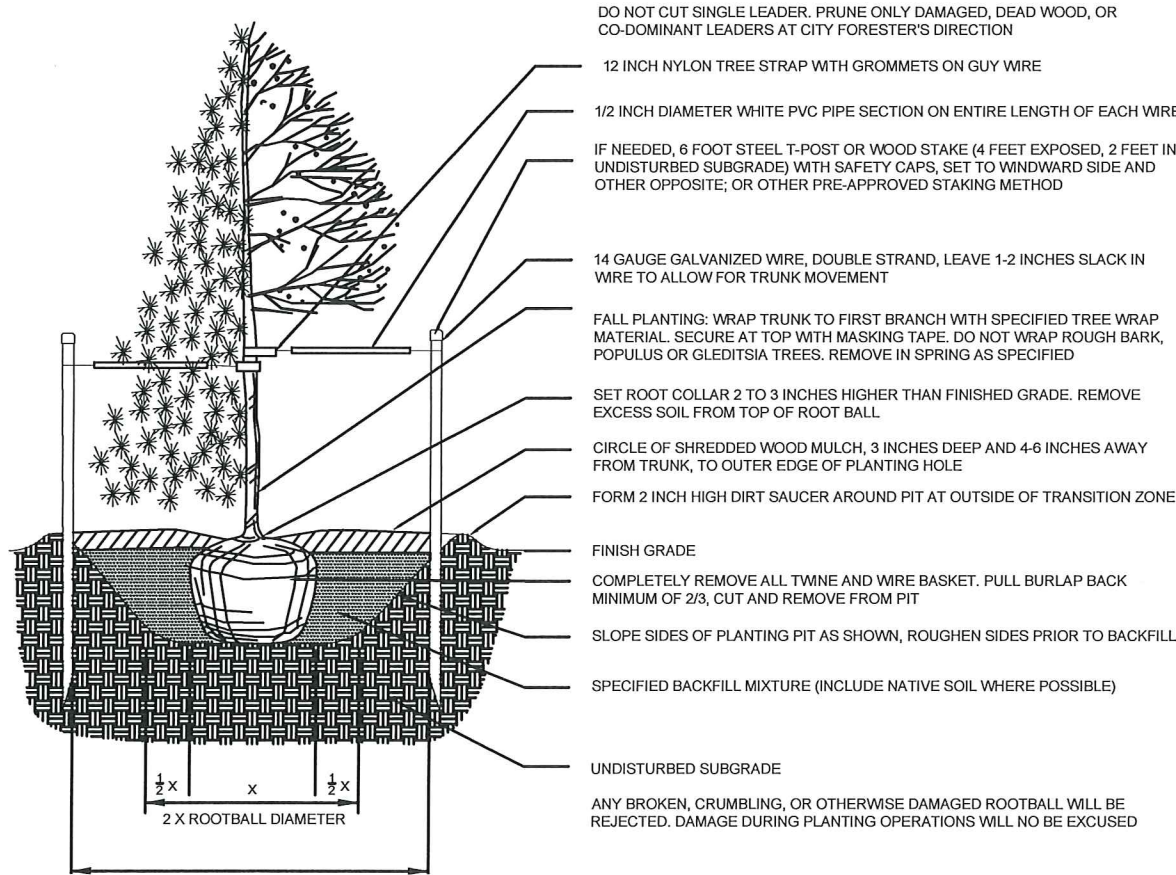
LANDSCAPE PLAN

DRAWING NUMBER

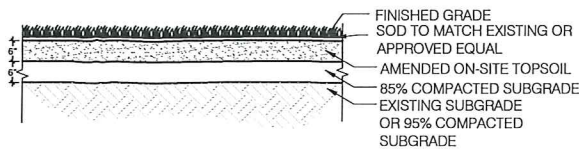
LS-01

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

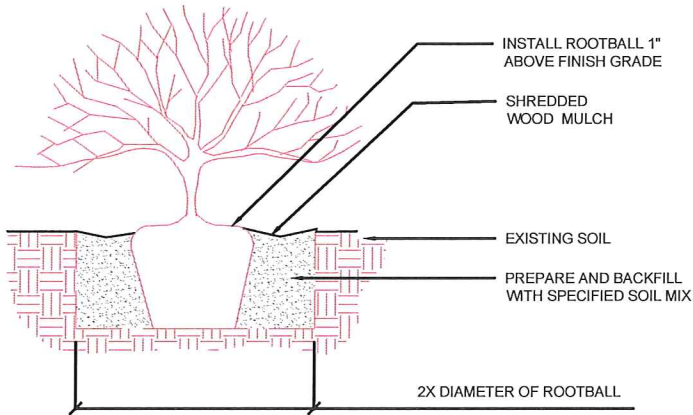
MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
LANDSCAPE PLAN
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 07 OF 09



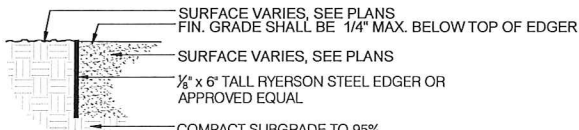
1 TREE PLANTING
SCALE : N.T.S.



3 SOD PLANTING
SCALE : N.T.S.



2 SHRUB PLANTING
SCALE : N.T.S.



NOTES:
1. SUBMIT SAMPLE AND SPECIFICATION OF STRAP STEEL FOR APPROVAL.
2. EDGER CORNERS SHALL BE BENT TO REQUIRED ANGLE TO FORM CONTINUOUS EDGER. CORNER JOINTS NOT ACCEPTABLE.

4 STEEL EDGER
SCALE : N.T.S.

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
LANDSCAPE DETAILS	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS
SHEET 07 OF 09	



Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architects seal affixed to this sheet applies only to the material and facts shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

10550 JAKE JABS BLVD.

FIRESTONE, COLORADO 80504

NO. REVISION / SUBMISSIONS	DATE
FDP AMENDMENT	05.10.18

PROJECT NUMBER	DATE
2017.055	08/30/18

LANDSCAPE DETAILS

DRAWING NUMBER

LS-02

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision
SHEET TITLE
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 09 OF 09

Statistical Area Summary
Label
NORTH PARKING & DRIVES
SOUTH PARKING & DRIVES

Luminaire Schedule
Symbol Label Arrangement
A SINGLE
B SINGLE
C SINGLE

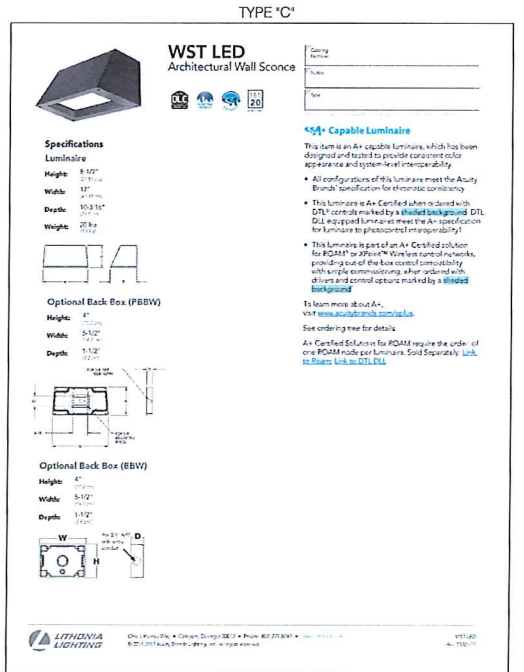
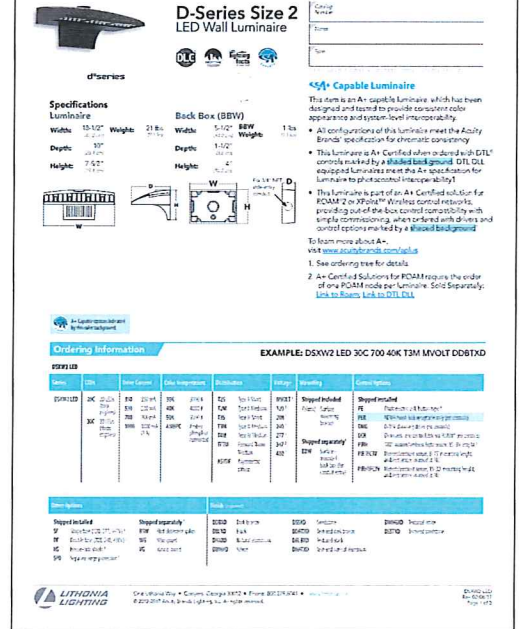
POLE MOUNTING DETAIL
APPLIES TO FIXTURES "A"
NOT TO SCALE

1 SITE PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

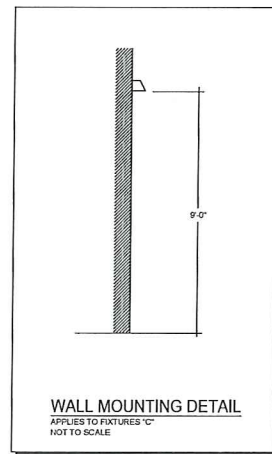
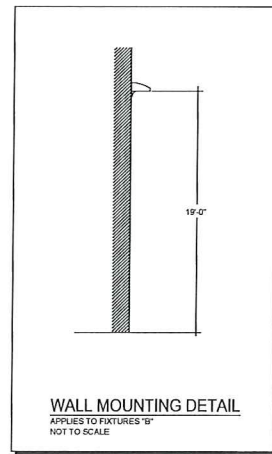
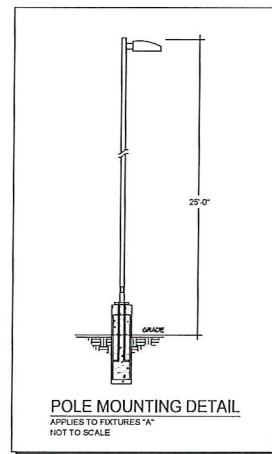
PLAN NORTH

TYPE "A"

TYPE "B"



Statistical Area Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
NORTH PARKING & DRIVES	2.84	4.7	1.1	2.58	4.27
SOUTH PARKING & DRIVES	2.54	4.5	0.9	2.82	5.00



AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
GENERAL INFORMATION AND SITE PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	FINAL DEVELOPMENT PLAN
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/2018 - ENGINEERING COMMENTS
REVISION DATE:	05/10/2018 - PLANNING COMMENTS
REVISION DATE:	08/30/2018 - ENGINEERING COMMENTS
SHEET 09 OF 09	

E1.0

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
ELEVATIONS
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 3 OF 9

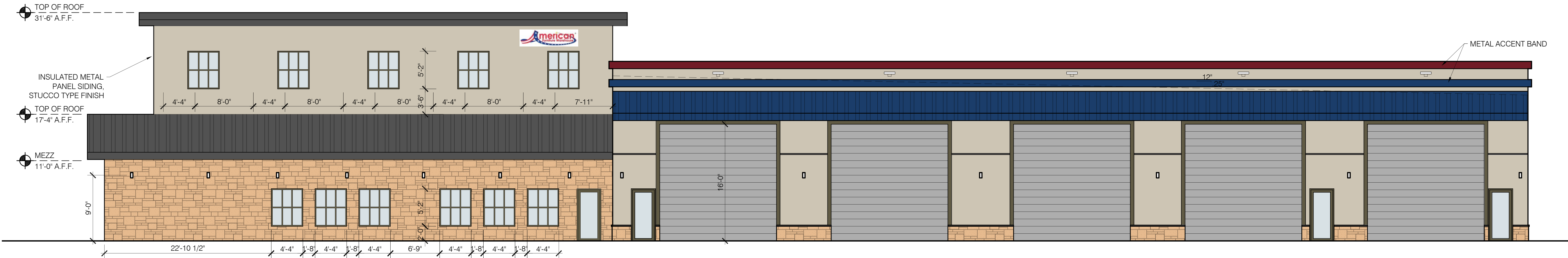
EXTERIOR FINISH LEGEND

- METAL PANEL
KINGSPAN - GRANISTONE 'CUSTOM WHITE
TO MATCH EXISTING BUILDING'
- CULTURED STONE CLADDING
BORAL - PROFIT LEDGE STONE AUTUMN
- METAL ACCENT PANEL
CUSTOM RED TO MATCH EXISTING BUILDING
- METAL ACCENT PANEL
MORIN - ZINC GRAY
- METAL ACCENT PANEL
CUSTOM BLUE TO MATCH EXISTING BUILDING
- METAL WINDOWS / DOORS / ACCENTS
KAWNEER - ANODIZED DARK BRONZE
- LIGHTS - FRONT VIEW
- LIGHTS - SIDE VIEW

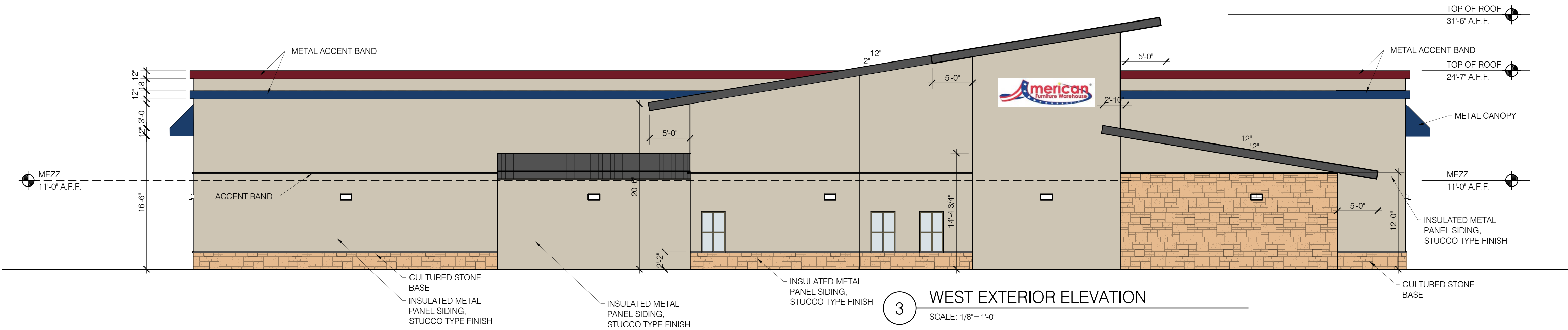
SK2
ARCHITECTURE

Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

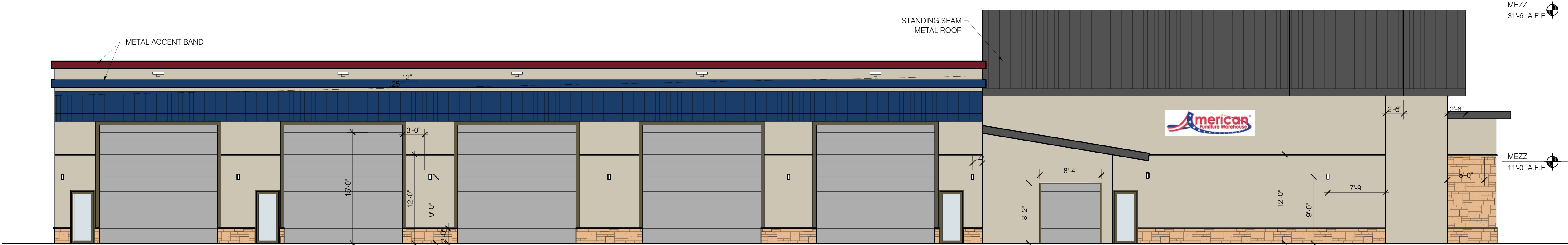
The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.



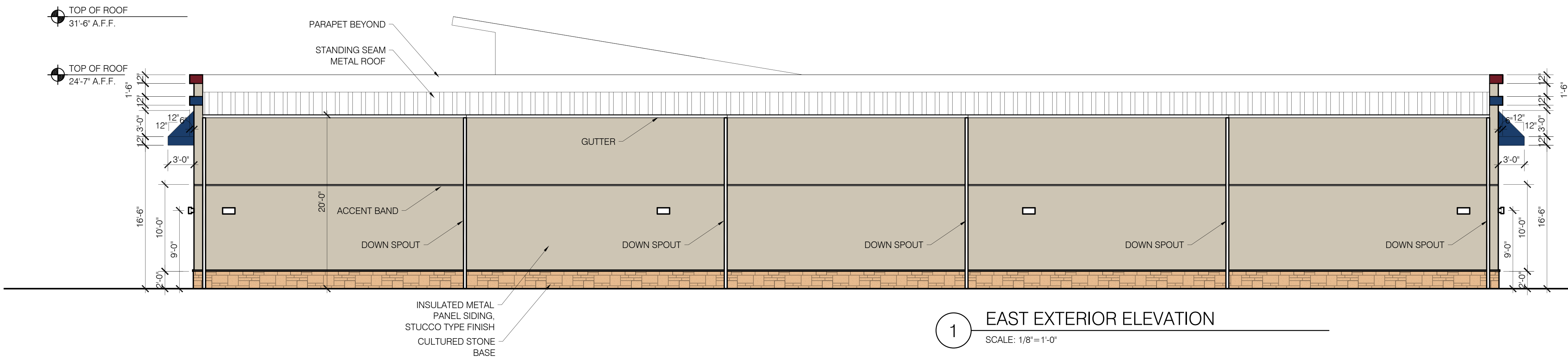
4 SOUTH EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



3 WEST EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



2 NORTH EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"



1 EAST EXTERIOR ELEVATION
SCALE: 1/8"=1'-0"

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
GENERAL INFORMATION AND SITE PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

10550 JAKE JABS BLVD.

FIRESTONE, COLORADO 80504

NO. REVISION / SUBMISSIONS	DATE
FDP AMENDMENT	03.21.18

PROJECT NUMBER	DATE
2017.055	08/30/18

EXTERIOR ELEVATIONS
& EXTERIOR FINISH
LEGEND

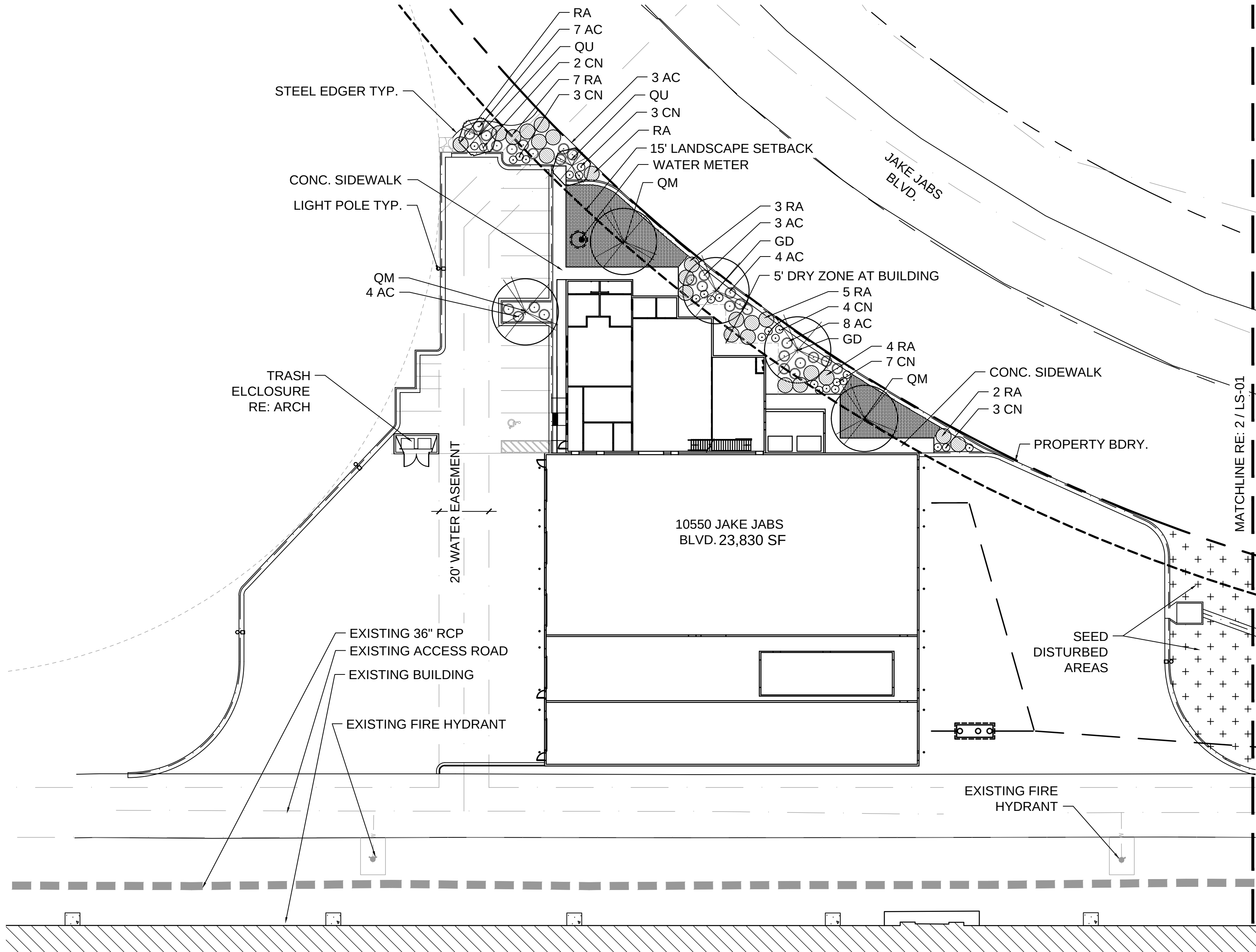
DRAWING NUMBER

A300



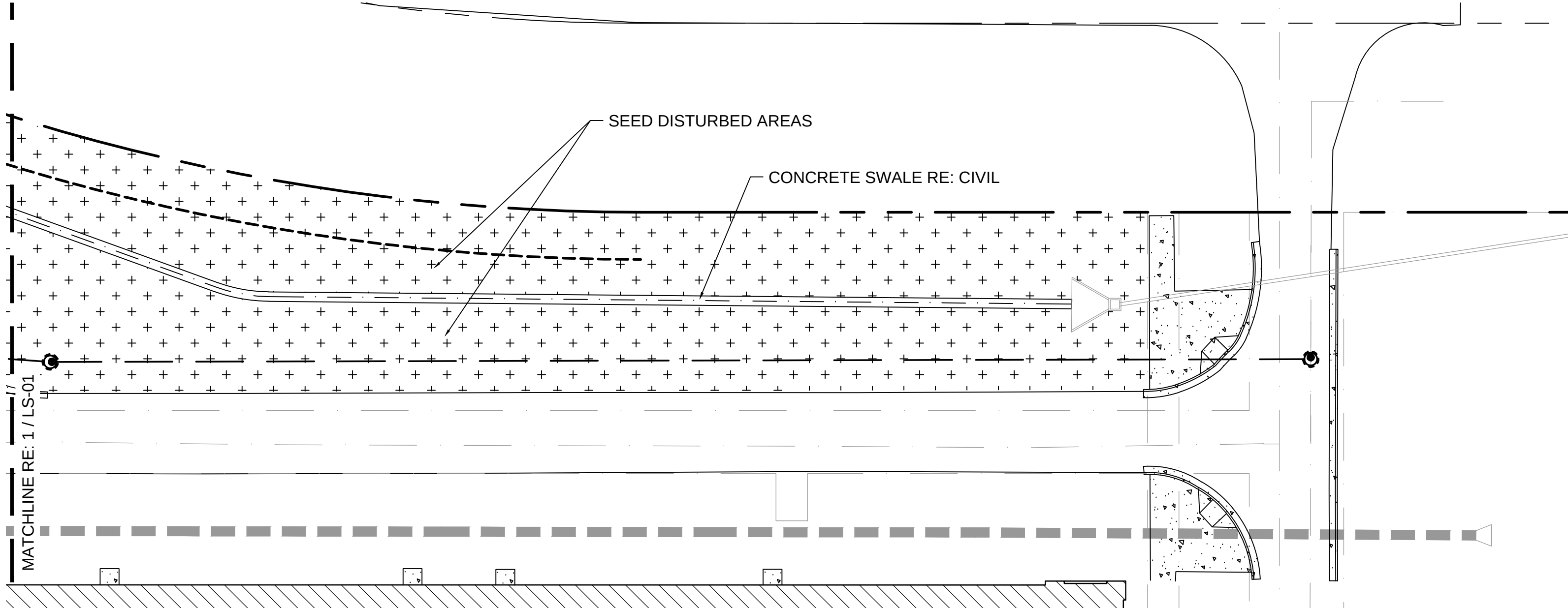
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
LANDSCAPE PLAN
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 06 OF 09



LANDSCAPE PLAN

SCALE : 1" = 30'-0"

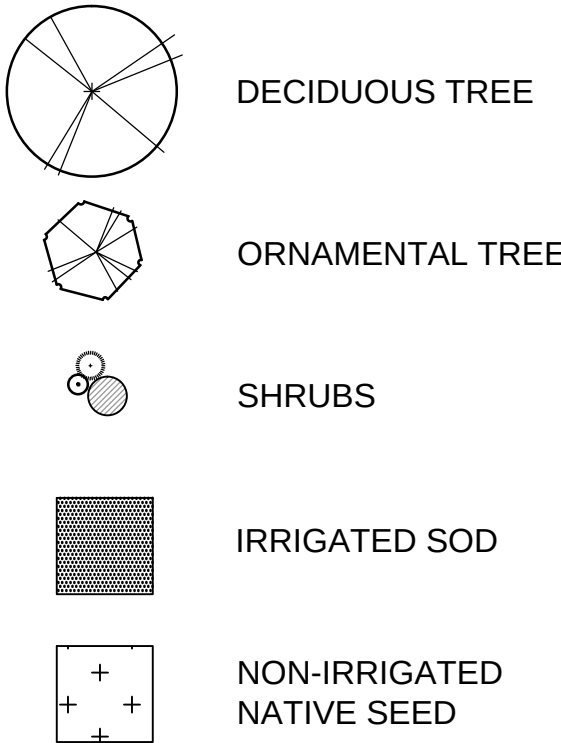


LANDSCAPE PLAN

SCALE : 1" = 30'-0"



PLANT LEGEND



LANDSCAPE DESIGN INTENT:

THE DESIGN INTENT IS TO PROVIDE SCREENING OF THE BUILDING AND PARKING FROM JAKE JABS BLVD. AS WELL AS PROVIDE FLEXIBLE OUTDOOR SPACES FOR STAFF USE.

THE LANDSCAPE WILL BE INSTALLED AT THE SAME TIME. THERE IS NO PHASING OF THE LANDSCAPE INSTALLATION.

PLANT SCHEDULE

KEY	QUAN	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
DECIDUOUS TREES					
GD	2	GYMNOCLADUS DIOICUS 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	2" CAL. B&B	PER PLAN
QM	3	QUERCUS MACROCARPA	BURR OAK	2" CAL. B&B	PER PLAN
QU	2	QUERCUS UNDULATA	WAVYLEAF OAK	2" CAL. B&B	PER PLAN

SHRUBS					
AC	29	ARCTOSTAPHYLOS X COLORADENSIS	PANCHITO MANZANITA	5 GAL. / CONT	PER PLAN
CN	26	CHRYSOTHAMNUS NAUSEOSUS NAUSEOSUS	DWARF BLUE RABBITBRUSH	5 GAL./ CONT	PER PLAN
RA	23	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GAL. / CONT	PER PLAN

SHORT GRASS PRAIRIE GRASS SEED MIX
(AVAILABLE FROM <http://www.westernnativeseed.com> OR APPROVED EQUAL)

SEEDING RATE: 2 LBS PER 1,000 SQ. FT. OR 25 LBS PER ACRE

34 % Pascopyrum smithii (Western Wheatgrass)

32 % Bouteloua gracilis (Blue Grama)

30 % Buchloe dactyloides (Buffalograss)

4 % Sporobolus cryptandrus (Sand Dropseed)

PLANTING / SITE NOTES:

1. THE LANDSCAPE DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE CIVIL DRAWINGS TO PROVIDE COMPLETE INFORMATION REGARDING SITEWORK.
2. ALL TREES, SHRUBS, ORNAMENTAL GRASSES AND PERENNIALS ARE TO RECEIVE DRIP IRRIGATION. ALL TURF AREAS ARE TO RECEIVE SPRAY IRRIGATION.
3. PRIOR TO THE INSTALLATION OF TURF GRASS AND/OR OTHER PLANT MATERIALS IN AREAS TO BE LANDSCAPED, THE AREAS SHALL BE THOROUGHLY LOOSENEED, AND ORGANIC INDUSTRY-ACCEPTED, CERTIFIED WEED-FREE SOIL AMENDMENT (SUCH AS COMPOST, PEAT OR AGED MANURE) SHALL BE THOROUGHLY INCORPORATED (I.E., ROTOTILLED) INTO THE SOIL AT A RATE OF AT LEAST FOUR (4) CUBIC YARDS OF SOIL AMENDMENT PER ONE THOUSAND (1,000) SQUARE FEET OF TURF GRASS AND/OR AREA TO BE PLANTED, TO A DEPTH OF AT LEAST SIX (6) INCHES. IN ADDITION, PRIOR TO INSTALLATION OF ANY TURF GRASS AND/OR OTHER PLANTED AREA, ALL FOREIGN WASTE MATERIALS, INCLUDING CONCRETE, PLASTIC, WIRE AND THE LIKE, ALONG WITH ROCKS LARGER THAN THREE (3) INCHES, SHALL BE REMOVED FROM THE TOP SIX (6) INCHES OF SOIL.
4. THE CONTRACTOR SHALL GRADE PLANT BEDS, AS REQUIRED TO PROVIDE POSITIVE DRAINAGE AND PROMOTE OPTIMUM PLANT GROWTH.
5. ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF ROCK MULCH. ALL PLANTINGS TO BE WATERED IN AFTER INSTALLATION.
6. THE PLANT MATERIAL QUANTITIES ARE PRESENTED FOR THE CONVENIENCE OF THE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANTSCHEDULE, THE PLAN SHALL PREVAIL.
7. PLANTS SHALL MEET SIZE, CONTAINER, SPACING SPECIFICATIONS. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING FULLY BOTH THE SITE AND THE PLAN DOCUMENT. DISCREPANCIES IN THE DOCUMENT OR THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE PROJECT MANAGER AT THE TIME OF DISCOVERY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY APPLICABLE PERMITS AND LICENSES TO PERFORM THE WORK SET FORTH IN THE PLANS AND THE SPECIFICATIONS.
10. ANY AND ALL QUESTIONS CONCERNING THE PLAN SET AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE PROJECT MANAGER.
11. THERE SHALL BE NO ADDITIONS, DELETIONS, OR SUBSTITUTIONS WITHOUT THE WRITTEN APPROVAL OF THE PROJECT MANAGER.
12. THE CONTRACTOR IS RESPONSIBLE FOR PLANT SURVIVABILITY FOR ONE (1) YEAR.
13. ALL DIMENSIONS TO BE FIELD CHECKED BY THE CONTRACTOR PRIOR TO LANDSCAPE MATERIAL INSTALLATION. DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REP.
14. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL, AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THE PROJECT.
15. LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL NEW LANDSCAPE FOR THE FIRST YEAR THROUGH THE CURRENT SEASON.
16. ONLY THE LANDSCAPE CONTRACTOR MAY SUBCONTRACT IRRIGATION INSTALLATION OR MAINTENANCE WORK TO ANOTHER SUBCONTRACTOR.

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
LANDSCAPE PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS

SHEET 06 OF 09

SK2
ARCHITECTURE

Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

10550 JAKE JABS BLVD.

FIRESTONE, COLORADO 80504

NO. REVISION / SUBMISSIONS	DATE
FDP AMENDMENT	05.10.18

PROJECT NUMBER	DATE
2017.055	08/30/18

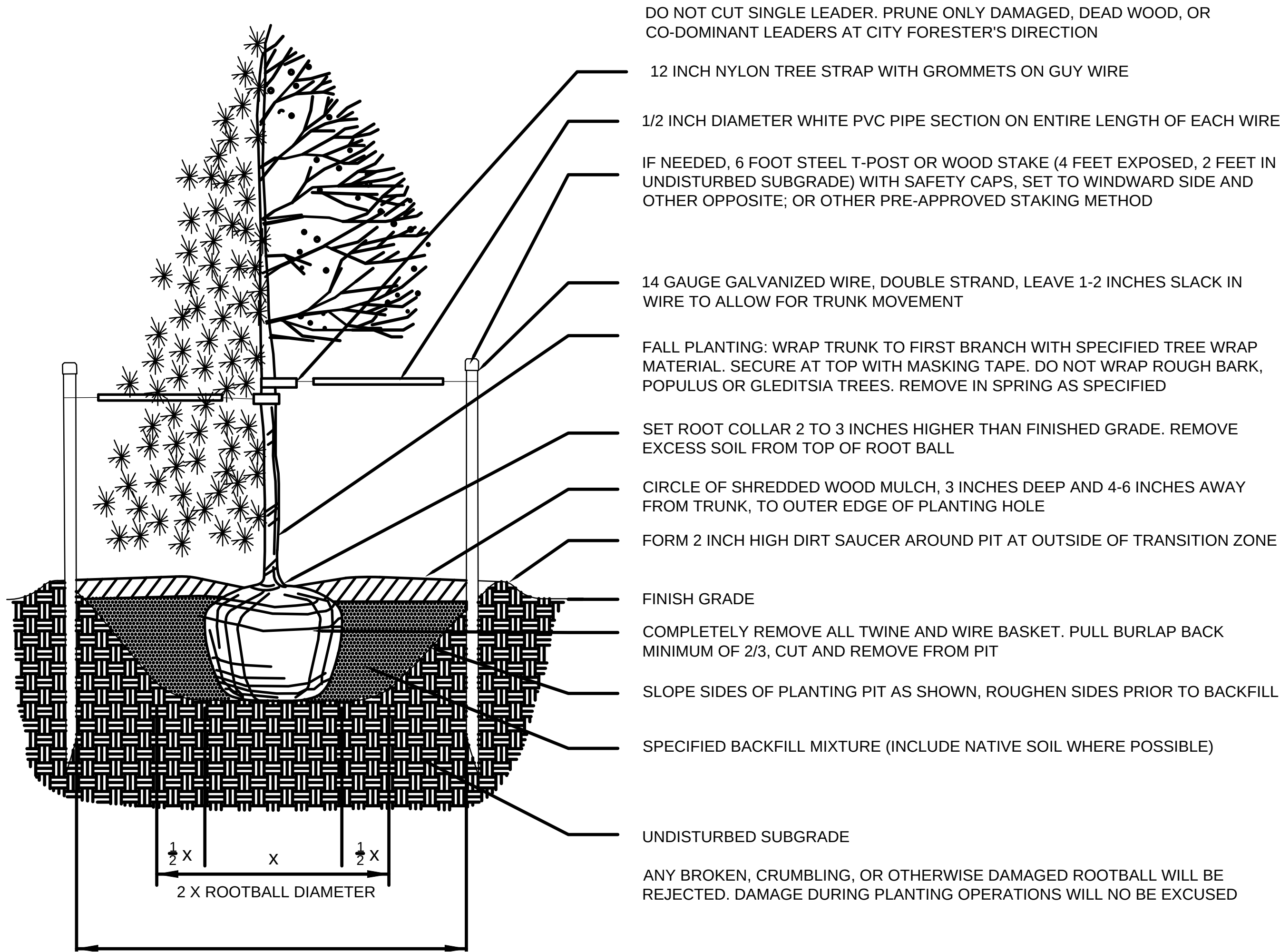
LANDSCAPE PLAN

DRAWING NUMBER

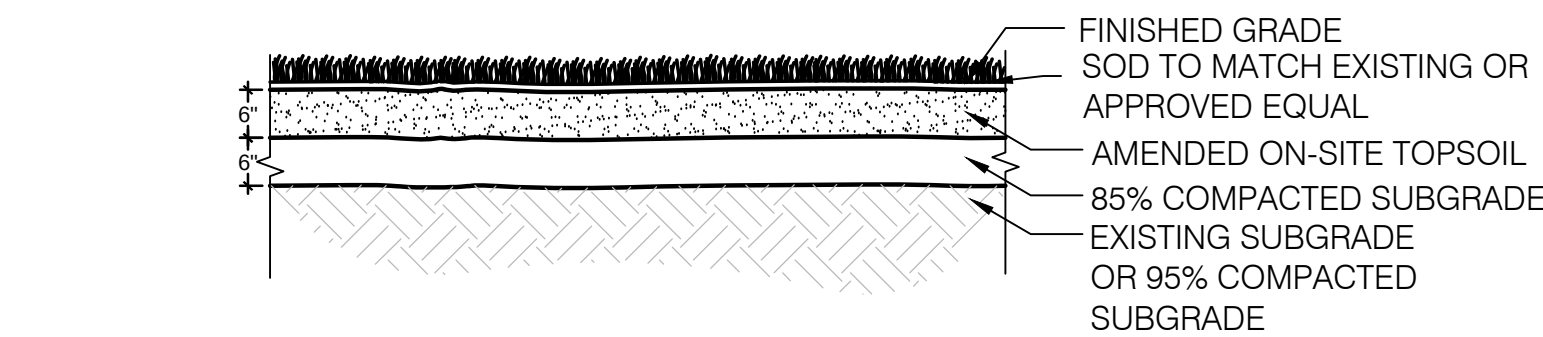
LS-01

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

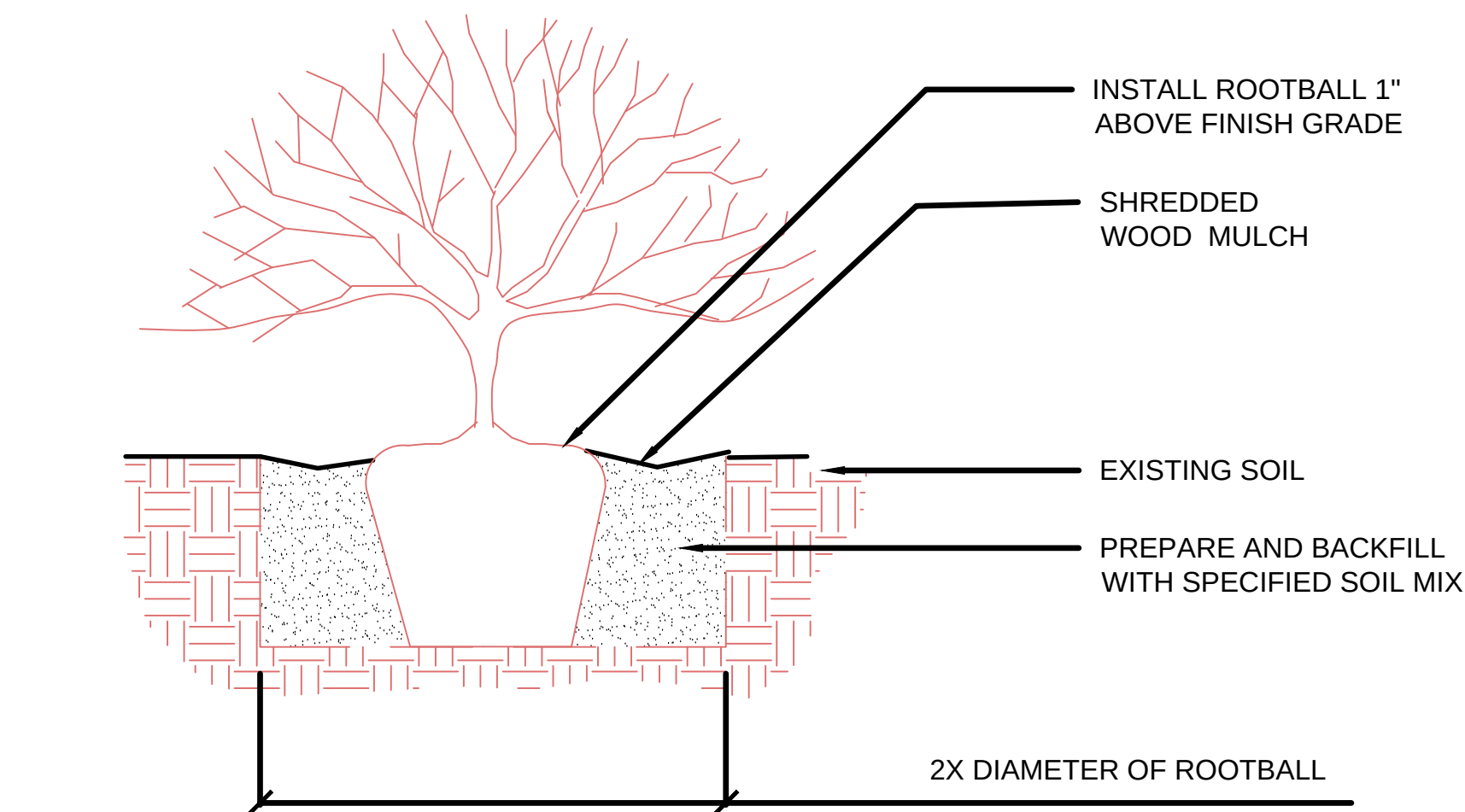
MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
LANDSCAPE PLAN
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 07 OF 09



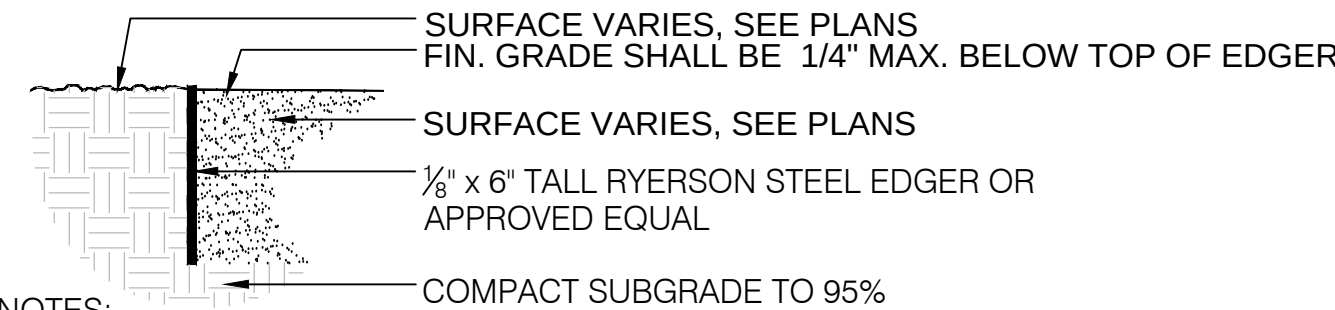
1 TREE PLANTING
SCALE : N.T.S.



3 SOD PLANTING
SCALE : N.T.S.



2 SHRUB PLANTING
SCALE : N.T.S.



NOTES:
1. SUBMIT SAMPLE AND SPECIFICATION OF STRAP STEEL FOR APPROVAL.
2. EDGER CORNERS SHALL BE BENT TO REQUIRED ANGLE TO FORM CONTINUOUS EDGER. CORNER JOINTS NOT ACCEPTABLE.

4 STEEL EDGER
SCALE : N.T.S.

SK2
ARCHITECTURE

Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

10550 JAKE JABS BLVD.

FIRESTONE, COLORADO 80504

NO.	REVISION / SUBMISSIONS	DATE
	FDP AMENDMENT	05.10.18

PROJECT NUMBER	DATE
2017.055	08/30/18

LANDSCAPE DETAILS

DRAWING NUMBER

LS-02

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
LANDSCAPE DETAILS	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS

SHEET 07 OF 09

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
SHEET TITLE
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 09 OF 09

TYPE "A"

D-Series Size 1 LED Area Luminaire

Specifications

Item: D101 LED
Length: 33" (838 mm)
Width: 13" (330 mm)
Height: 2.7" (69 mm)
Weight: 27 lbs (12 kg)

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.

All configurations of this luminaire meet the DTL* controls marked by a **shaded background**. DTL* controls marked by a **shaded background** are not required for this luminaire to meet the A+ specification for luminaire to photocell interoperability.

This luminaire is part of an A+ Certified solution for ROAM* or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **shaded background**.

To learn more about A+, visit www.acuitybrands.com/aplus.

See ordering tree for details.

A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately. Link to Roam; Link to DTL DDL.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA DBBXD

Symbol	Label	Arrangement	Lumens	LLF	Description
o	A	SINGLE	19,038	1.000	LITHONIA # DSX1-LED-P6-40K-TFTM
□	B	SINGLE	5,450	1.000	LITHONIA # DSXW2-LED-20C-700-40K-TFTM
□	C	SINGLE	1,660	1.000	LITHONIA # WST-LED-P1-40K-VW

Statistical Area Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
NORTH PARKING & DRIVES	2.84	4.7	1.1	2.58	4.27
SOUTH PARKING & DRIVES	2.54	4.5	0.9	2.82	5.00

TYPE "B"

D-Series Size 2 LED Wall Luminaire

Specifications

Item: D201 LED
Length: 33" (838 mm)
Width: 13" (330 mm)
Height: 2.7" (69 mm)
Weight: 27 lbs (12 kg)

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.

All configurations of this luminaire meet the DTL* controls marked by a **shaded background**. DTL* controls marked by a **shaded background** are not required for this luminaire to meet the A+ specification for luminaire to photocell interoperability.

This luminaire is part of an A+ Certified solution for ROAM* or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **shaded background**.

To learn more about A+, visit www.acuitybrands.com/aplus.

See ordering tree for details.

A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately. Link to Roam; Link to DTL DDL.

Ordering Information

EXAMPLE: DSXW2 LED 30C 700 40K T3M MVOLT DBBXD

Symbol	Label	Arrangement	Lumens	LLF	Description
o	A	SINGLE	19,038	1.000	LITHONIA # DSX1-LED-P6-40K-TFTM
□	B	SINGLE	5,450	1.000	LITHONIA # DSXW2-LED-20C-700-40K-TFTM
□	C	SINGLE	1,660	1.000	LITHONIA # WST-LED-P1-40K-VW

Statistical Area Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
NORTH PARKING & DRIVES	2.84	4.7	1.1	2.58	4.27
SOUTH PARKING & DRIVES	2.54	4.5	0.9	2.82	5.00

TYPE "C"

WST LED Architectural Wall Sconce

Specifications

Item: WST1 LED
Length: 13" (330 mm)
Width: 5.1" (129 mm)
Height: 1.1" (28 mm)
Weight: 2.0 lbs (0.9 kg)

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.

All configurations of this luminaire meet the DTL* controls marked by a **shaded background**. DTL* controls marked by a **shaded background** are not required for this luminaire to meet the A+ specification for luminaire to photocell interoperability.

This luminaire is part of an A+ Certified solution for ROAM* or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **shaded background**.

To learn more about A+, visit www.acuitybrands.com/aplus.

See ordering tree for details.

A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately. Link to Roam; Link to DTL DDL.

Ordering Information

EXAMPLE: WST1 LED P1 40K T3M MVOLT SPA DBBXD

Symbol	Label	Arrangement	Lumens	LLF	Description
o	A	SINGLE	19,038	1.000	LITHONIA # DSX1-LED-P6-40K-TFTM
□	B	SINGLE	5,450	1.000	LITHONIA # DSXW2-LED-20C-700-40K-TFTM
□	C	SINGLE	1,660	1.000	LITHONIA # WST-LED-P1-40K-VW

Statistical Area Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
NORTH PARKING & DRIVES	2.84	4.7	1.1	2.58	4.27
SOUTH PARKING & DRIVES	2.54	4.5	0.9	2.82	5.00

Luminaire Schedule					
Symbol	Label	Arrangement	Lumens	LLF	Description
o	A	SINGLE	19,038	1.000	LITHONIA # DSX1-LED-P6-40K-TFTM
□	B	SINGLE	5,450	1.000	LITHONIA # DSXW2-LED-20C-700-40K-TFTM
□	C	SINGLE	1,660	1.000	LITHONIA # WST-LED-P1-40K-VW

Statistical Area Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
NORTH PARKING & DRIVES	2.84	4.7	1.1	2.58	4.27
SOUTH PARKING & DRIVES	2.54	4.5	0.9	2.82	5.00

1 SITE PHOTOMETRIC PLAN
SCALE : 1" = 20'-0"



POLE MOUNTING DETAIL
APPLIES TO FIXTURES "A"
NOT TO SCALE

WALL MOUNTING DETAIL
APPLIES TO FIXTURES "B"
NOT TO SCALE

WALL MOUNTING DETAIL
APPLIES TO FIXTURES "C"
NOT TO SCALE

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
GENERAL INFORMATION AND SITE PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	FINAL DEVELOPMENT PLAN
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/2018 - ENGINEERING COMMENTS
REVISION DATE:	05/10/2018 - PLANNING COMMENTS
REVISION DATE:	08/30/2018 - ENGINEERING COMMENTS

PROJECT NUMBER	DATE
2017.055	08/30/2018

SITE PHOTOMETRIC PLAN

DRAWING NUMBER

E1.0

American Furniture Warehouse

AMERICAN FURNITURE WAREHOUSE

TRUCK SERVICES BUILDING
10550 JAKE JABS BLVD.
FIRESTONE, COLORADO 80504

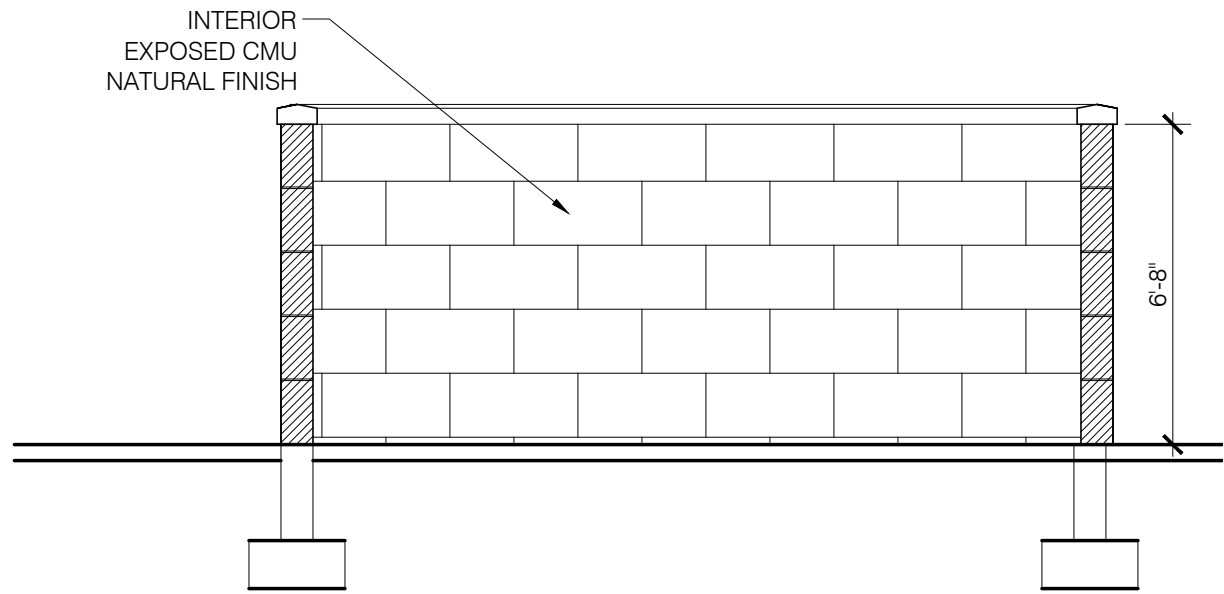
Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

HPE
HUTCHINSON - PAPESH
ENGINEERING CORPORATION
CONSULTING ELECTRICAL ENGINEERS
13986 W. BOWLES AVE., STE 102
LITTLETON, COLORADO 80127
V. 303.973.9779 F.303.973.9759

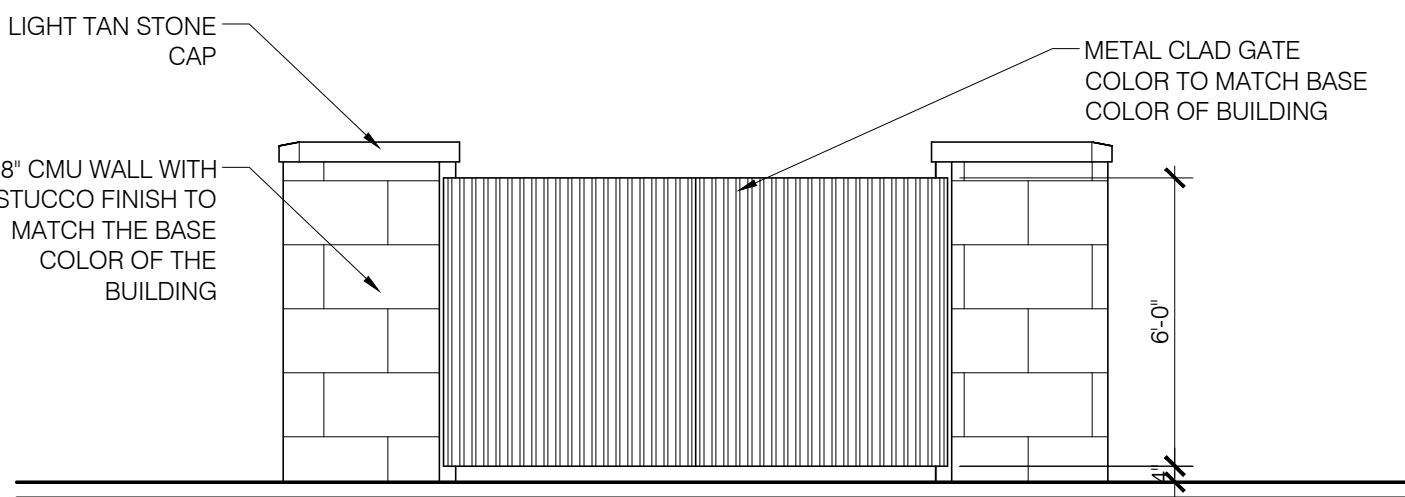
The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and the architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

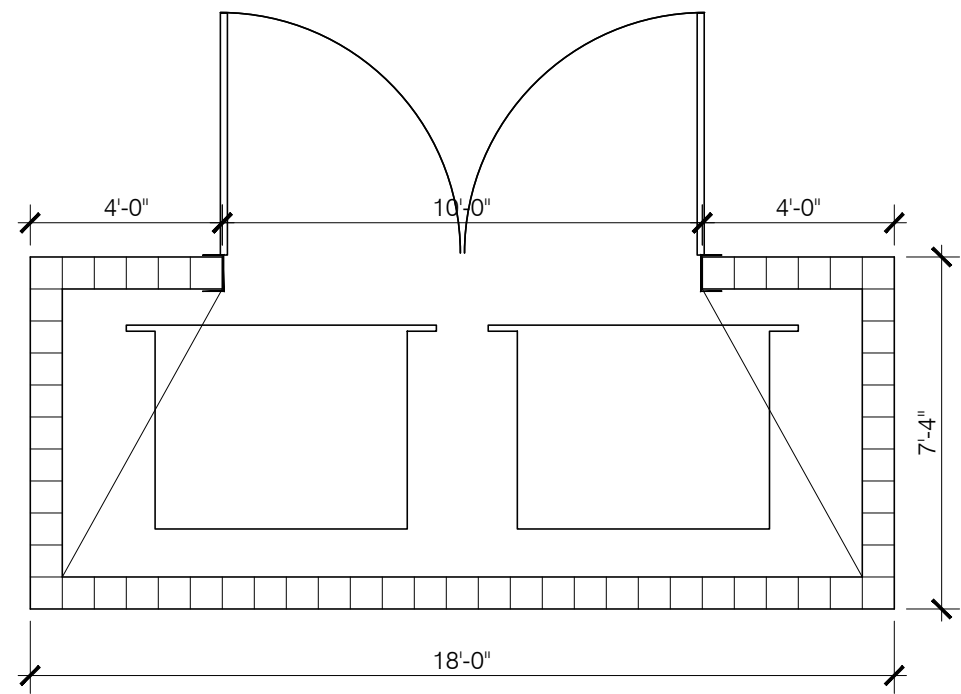
MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
SHEET TITLE
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 02 OF 09



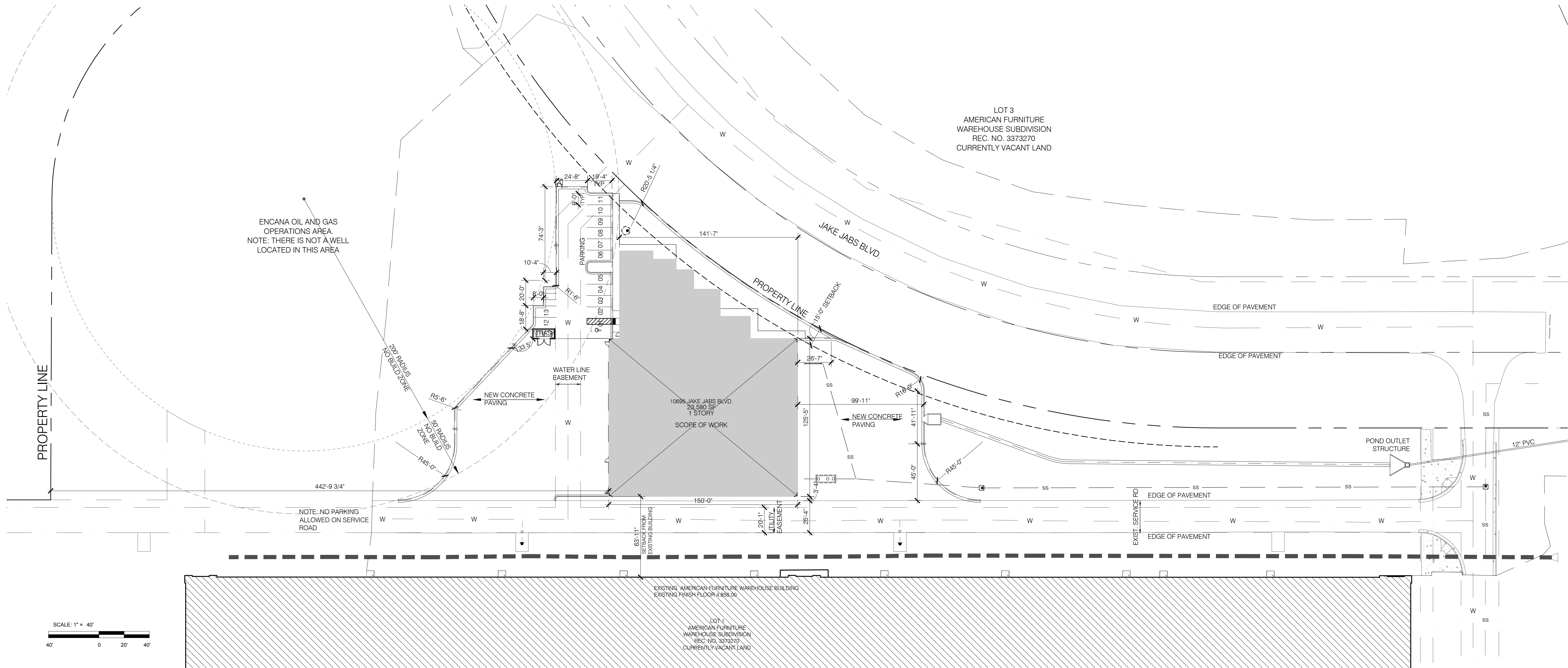
3 TRASH ENCLOSURE SECTION
SCALE : 1/4" = 1'-0"



2 TRASH ENCLOSURE ELEVATION
SCALE : 1/4" = 1'-0"



1 TRASH ENCLOSURE PLAN
SCALE : 1/4" = 1'-0"



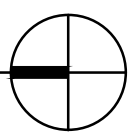
SCALE: 1" = 40'

SYMBOL LEGEND

- FIRE HYDRANT
- POLE LIGHT FIXTURE
- SANITARY SEWER
- SAND / OIL SEPARATOR
- WATER LINE
- 36" RCP

ARCHITECTURAL SITE PLAN

SCALE : 1" = 40'-0"



AMERICAN FURNITURE WAREHOUSE
81 TRUCK SHOP

SITE PLAN

NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/14/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS

SHEET 02 OF 09

SK2
ARCHITECTURE

Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

American Furniture Warehouse



AMERICAN FURNITURE
WAREHOUSE

TRUCK SHOP BUILDING

FIRESTONE, COLORADO 80504

10550 JAKE JABS BLVD.

NO. REVISION / SUBMISSIONS	DATE
FDP AMENDMENT	03.21.18

PROJECT NUMBER	DATE
2017.055	08.30.18

SITE PLAN

DRAWING NUMBER

A200

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
COVER SHEET
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 01 OF 09

LEGAL DESCRIPTION:

LOT 1, AMERICAN FURNITURE WAREHOUSE SUBDIVISION,
A REPLAT OF LOT 2, EAGLE CREST SUBDIVISION
COUNTY OF WELD
STATE OF COLORADO

The overall area being affected by this construction including site work and drainage basin is 90,000 SF or 2.07 acres.

PROJECT CONCEPT

THIS IS AN MINOR AMENDMENT TO THE FINAL DEVELOPMENT PLAN (FDP) FOR AMERICAN FURNITURE WAREHOUSE WHICH IS LOCATED WITHIN LOT 1M AMERICAN FURNITURE WAREHOUSE SUBDIVISION, A REPLAT OF LOT 2, EAGLE CREST SUBDIVISION. THE SITE IS ZONED EC-PUD

AMERICAN FURNITURE WAREHOUSE (AFW) IS A RETAIL OUTLET THAT PROVIDES HOME FURNISHINGS FOR THE FIRESTONE AND WELD COUNTY REGION. AFW OWNS A LARGE FLEET OF VEHICLES THAT NEEDS ROUTINE MAINTENANCE. THIS NEW TRUCK SHOP IS DESIGNED TO BE STATE OF THE ART TO KEEP AFW'S VEHICLE FLEET IN PROPER RUNNING CONDITION. THE NEW TRUCK SHOP WILL BE DESIGNED WITH THE EXISTING COLOR AND MATERIAL PALATE AS THE MAIN STORE. THE ANTICIPATED HOURS OF OPERATION ARE FROM 5 AM TO 10 PM. DURING HOURS OF OPERATION THE ANTICIPATED NOISE GENERATED BY DIESEL ENGINES IS 85 dB. HOWEVER, THAT NOISE LEVEL SHOULD DEGRADE TO BELOW 76 dB at 50 FEET FROM THE SOURCE. THERE IS NOT ANY NOISE ANTICIPATED WHEN THE SHOP IS NOT IN SERVICE. THE BUILDING WILL HAVE EXTEIOR LIGHTING AS INDICATED ON THE ATTACHED PHOTOMETRIC ALL EVENING FOR SECURITY PURPOSES.

THE NEW TRUCK EXTERIOR MATERIALS WILL BE A SIMULATED STUCCO PATTERNED INSULATED METAL PANEL SYSTEM WITH A CULTURED STONE BASE. THE ROOFING MATERIAL IS STANDING SEAM METAL. THE COLORS OF THE TRUCK SHOP WILL CLOSELY MATCH THE COLORS OF THE EXISTING STRUCTURE.

SIGNAGE

THREE BUILDING MOUNTED SIGNS ARE SHOWN ON THE ELEVATIONS. THE TOTAL AREA OF SIGNED IS 100 SF OUT OF THE ALLOWED 147 SF FOR THIS BUILDING. THE SIGNS WILL BE COORDINATED WITH THE TOWN OF FIRESTONE. BUILDING SIGNS WILL BE INTERNALLY ILLUMINATED ACRYLIC FACED SIGNS WITH AMERICAN FURNITURE'S LOGO OR SIMILAR.

ENVIRONMENTAL IMPACT MITIGATION

THERE IS NO EVIDENCE OF RECOGNIZED ENVIRONMENTAL CONDITIONS IN CONNECTION WITH THIS SITE.

REFER TO A PHASE I ENVIRONMENTAL SITE ASSESSMENT THAT WAS PREPARED BY WESTERN ENVIRONMENT AND ECOLOGY INC. DATED SEPTEMBER 30, 2004 AND ON FILE FOR THE ORIGINAL FDP.

PRIVATE MAINTENANCE AND ENFORCEMENT

THE SITE WILL BE MAINTAINED IN CONFORMANCE WITH FIRESTONE DEVELOPMENT REGULATIONS AND FIRESTONE MUNICIPAL CODE. ANY NECESSARY CROSS ACCESS AGREEMENTS WILL BE GRANTED IN THE FUTURE FOR ANY COMMON ROADWAY ACCESS POINTS AND UTILITIES TO THE FUTURE RETAIL/EMPLOYMENT CENTER.

OPEN SPACE

THIS MINOR MODIFICATION TO THE FDP DOES NOT CHANGE ANY PREVIOUSLY AGREED TO LAND DEDICATIONS.

CONTROLS

THIS MINOR MODIFICATION TO THE FDP DOES NOT CHANGE ANY PREVIOUSLY AGREED TO RECIPROCAL EASEMENTS AND RESTRICTIONS FROM THE ORIGINAL FDP.

PARKING

A TOTAL OF 1,091 PARKING SPACES INCLUDING 21 HANDICAPPED SPACES ARE PROVIDED ON THE OVERALL SITE AS PART OF THIS MINOR MODIFICATION TO THE FDP. THE MODIFICATION HAS ADDED 13 NEW SPACE, ONE NEW HANDICAP SPACE AND 4 MOTORCYCLE PARKING SPACES. PARKING IS ONLY ALLOWED ON THE CONCRETE SURFACE OF THE SITE AND NO PARKING IS ALLOWED ON THE SERVICE ROAD.

SETBACKS

NORTH SETBACK 442'-9" FROM PROPERTY LINE
SOUTH SETBACK 526'-0" TO JAKE JABS BLVD.
EAST SETBACK 15'-0" TO JAKE JABS BLVD. R.O.W.
WEST SETBACK 1,175' TO COUNTY RD 9

DEVELOPMENT SCHEDULE

APPROXIMATE START DATE FOR CONSTRUCTION IS OCTOBER 15TH, 2018
APPROXIMATE BUILDING OCCUPANCY DATE IS OCTOBER 15TH, 2019

DRAINAGE

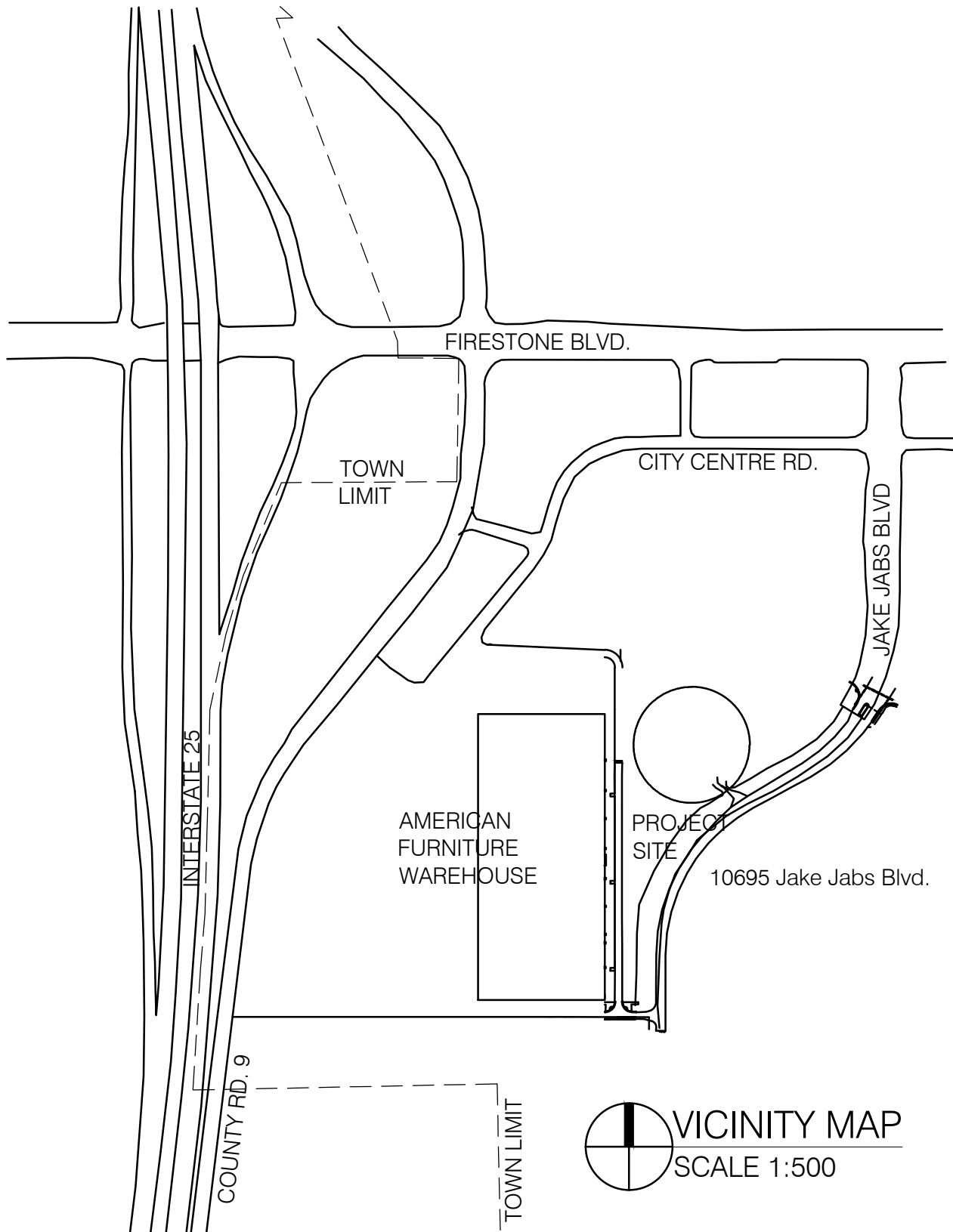
REFERENCE DRAINAGE REPORT AND DRAWINGS PROVIDED BY CIVILARTS.
DRAINAGE REPORT IS DATED OCTOBER 9TH, 2017 (REVISED MARCH 9TH 2018)

UTILITIES

ALL NEW UTILITIES WILL BE INSTALLED PER THE ATTACHED CIVIL DRAWINGS PREPARED BY CIVIL AREA AND ARE PART OF THE MODIFICATION TO FINAL DEVELOPMENT PLAN. NEW UTILITIES INCLUDE A TWO 81 FOOT WATER LINES, ONE FOR FIRE AND ONE FOR DOMESTIC, A SEWER LINE EXTENSION OF +610 FEET FROM THE BUILDING TO JAKE JABS BLVD. THE SEWER LINE WILL HAVE A SAND OIL SEPARATOR.

WATER DEDICATION

PER AWWA M22 THE SUBTOTAL FIXTURE UNIT IS EQUAL TO 55.7.
ESTIMATED GPM IS 44.0 WITH A PRESSURE ADJUSTMENT FACTOR OF 1.17.
TOTAL ESTIMATED GPM IS 51.48, REQUIRING A 1.5" WATER TAP SIZE.
TOTAL YEARLY WATER USAGE IS PROJECTED TO BE 54,631.20 GALLONS PER YEAR.



Approved by the Town Board of Trustees of the Town of Firestone, Colorado this _____ day of _____, 20____ by Resolution No. ____.

Mayor

ATTEST: Town Clerk

Acceptance

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

OWNER

STATE OF COLORADO)

)SS

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2____, by _____.

Witness my hand and official seal

Notary Public

My commission expires

SHEET INDEX

SHEET INDEX		
CVR	COVER SHEET GENERAL INFORMATION	SHEET 1 OF 9
A200	SITE PLAN	SHEET 2 OF 9
A300	COLORED ELEVATIONS	SHEET 3 OF 9
C-01	GRADING PLAN	SHEET 4 OF 9
C-04	UTILITY PLAN	SHEET 5 OF 9
LS-01	LANDSCAPE PLAN	SHEET 6 OF 9
LS-02	LANDSCAPE DETAILS	SHEET 7 OF 9
IR-01	IRRIGATION PLAN	SHEET 8 OF 9
E100	PHOTOMETRIC PLAN	SHEET 9 OF 9

PROJECT TEAM

Owner:
American Furniture Warehouse
8820 American Way
Englewood, CO 80112
720-873-8720
Kevin Michalek
kmichalek@afwonline.com

Landscape Architect
Chrispdesign
2845 Umatilla Street
Denver, Co 80211
303-526-8626
Chris Peterson
chrisp.designla@gmail.com

Architect:
Studio K2 Architecture, Inc.
1525 Market Street, Suite 200
Denver, CO 80202
303-534-4480
Kevin Koernig
kevin.koernig@sk2arch.com

Structural Engineer:
Anchor Engineering
2535 17th Street
Denver, CO 80211
303-783-4797
John Laur
john@anchoreng.com

Civil Engineering:
Civil Arts
1500 Kansas Avenue, Suite 2-E
Longmont, CO 80501
303-682-1131
Gary Whitt
gwhitt@civilarts.us

Mechanical Engineer:
Thompson Engineering
11615 California Street, Suite 301
Denver, CO 80202
303-991-0991
Rick Saba
rsaba@thompson-eng.com

Surveyor:
Civil Arts
1500 Kansas Avenue, Suite 2-E
Longmont, CO 80501
303-682-1131
Gary Whitt
gwhitt@civilarts.us

Electrical Engineer:
Hutchinson-Papesh Engineering
13986 W. Bowles Avenue, Suite 102
Littleton, CO 80127
303-973-9779
Mike Hutchinson
mike@hutchengineering.com

LAND USE TABLE

SITE DATA
ADDRESS: 10550 JAKE JABS BOULEVARD

ON SITE	SQUARE FEET	ACRES	% OF TOTAL
LANDSCAPE AREA	611,555	14.04	31%
TRACT A	232,261	5.33	12%
PAVEMENT AREA	723,097	16.60	36%
BUILDING AREA	414,478	9.52	21%
TOTAL AREA	1,981,391	45.49	100%

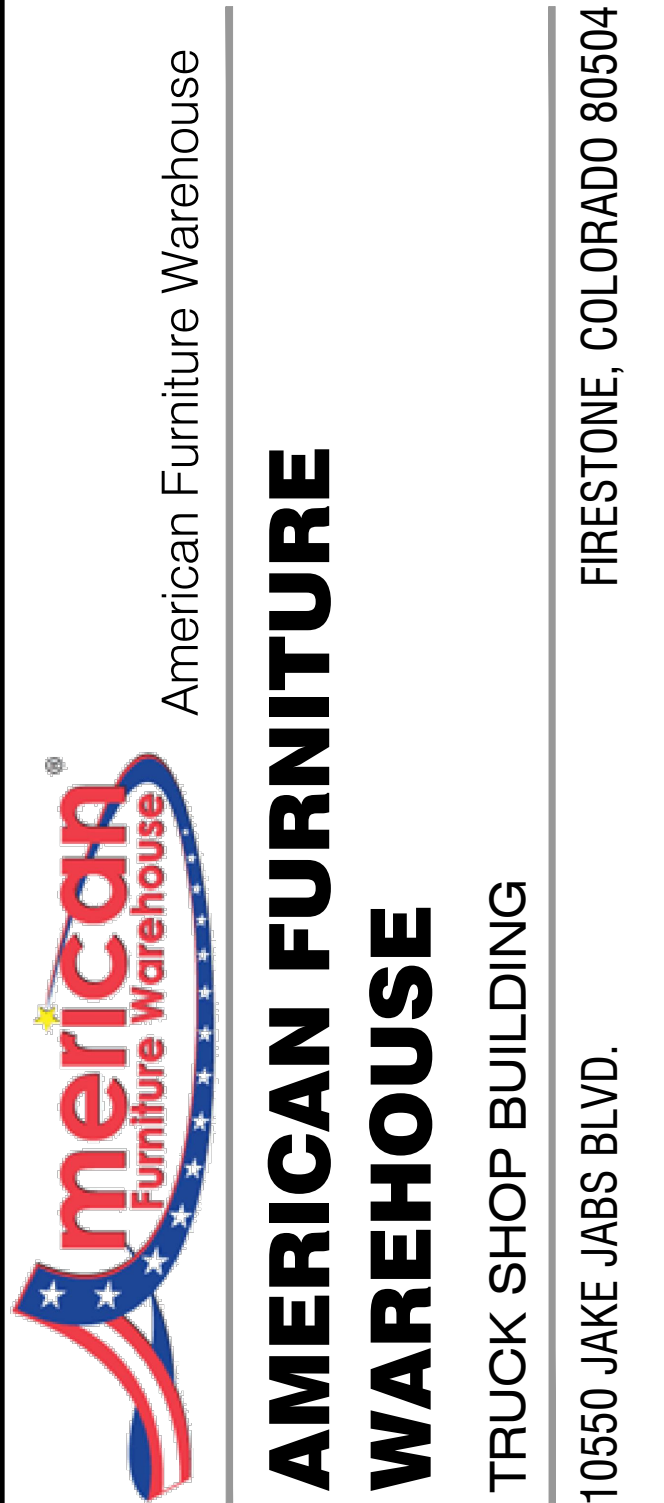
NUMBER OF PARKING SPACES: 1,091
NUMBER OF HANDICAP SPACES: 21

AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
COVER SHEET	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	MINOR MODIFICATION TO THE FDP
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	05/10/18 - PLANNING COMMENTS
REVISION DATE:	08/14/18 - PLANNING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS
SHEET 01 OF 09	

SK2
ARCHITECTURE

Studio K2 Architecture
1525 Market St., Suite 200
Denver, CO 80202
Phone: 303.534.4480

The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.



NO. REVISION / SUBMISSIONS DATE
FDP AMENDMENT 03.21.18

PROJECT NUMBER DATE
2017.055 08.30.18

COVER SHEET
GENERAL INFORMATION

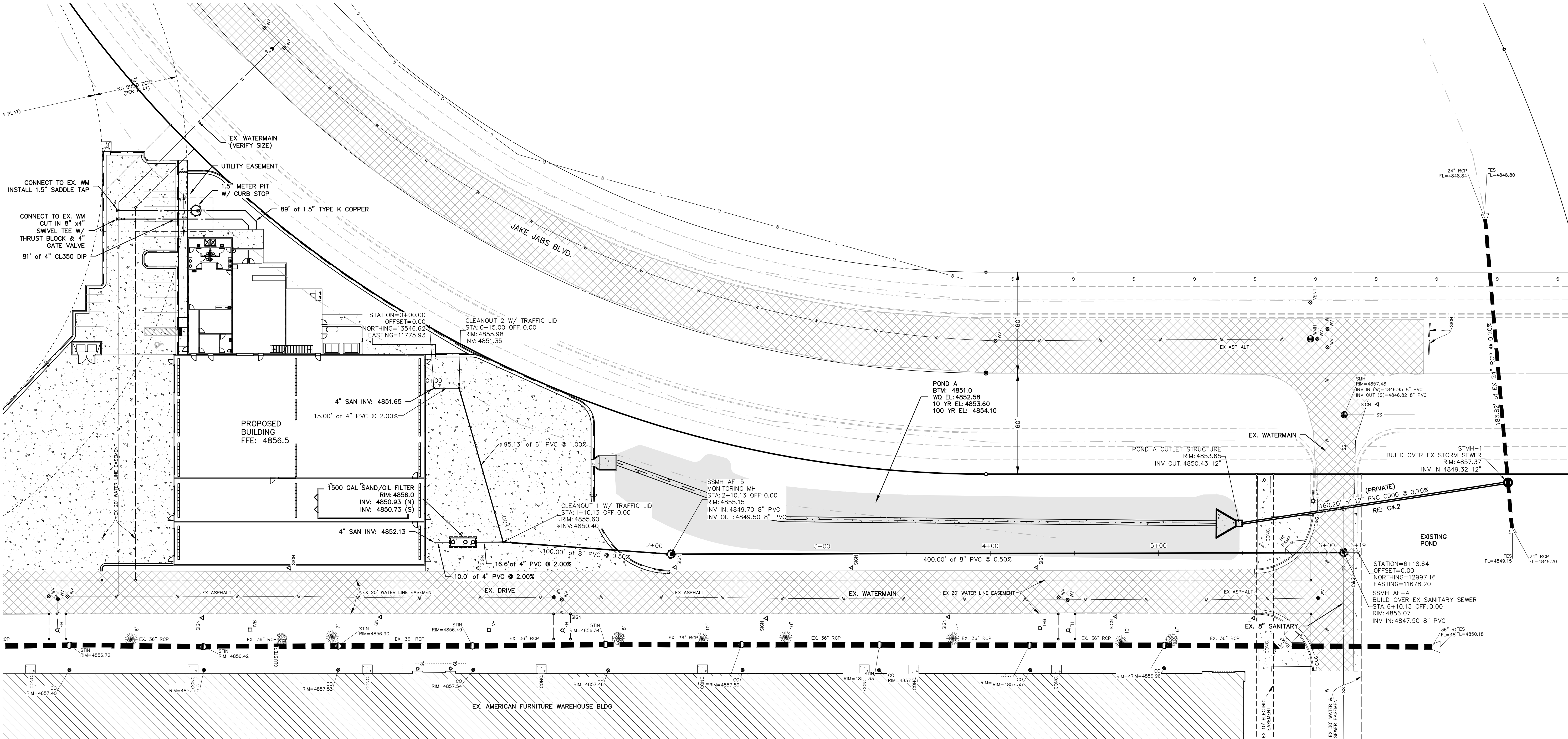
DRAWING NUMBER

CVR



AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP

MINOR MODIFICATION TO THE FDP
AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP
An Amendment to a portion of Lot 1 American Furniture Warehouse Subdivision FDP
UTILITY PLAN
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
04 OF 09



LEGEND

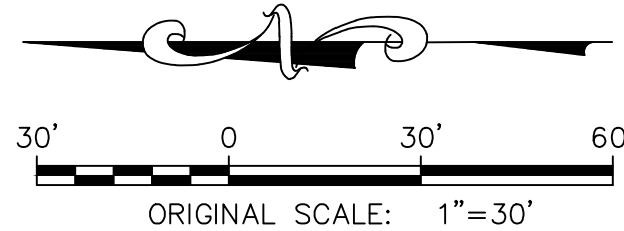
---	PROPERTY LINE	SS	EXISTING SANITARY SEWER LINE	●	UTILITY MANHOLE
- - -	EASEMENT LINE	ST	EXISTING STORM LINE	52.20	SPOT ELEVATION
=====	PHASE LINE - LIMITS OF DISTURBANCE	5345	EXISTING CONTOUR	→	DIRECTION OF FLOW ARROW
+	EXISTING FENCE LINE (AS DESCRIBED)	5345	EXISTING TREE	2.0%	SLOPE / GRADE ARROW
---	EXISTING ELECTRIC LINE (UNDERGROUND)	5345	PROPOSED STORM LINE	---	WATERLINE SERVICE
---	EXISTING FIBEROPTIC LINE (UNDERGROUND)	5345	PROPOSED WATER LINE	---	SANITARY SEWER SERVICE
---	EXISTING GAS LINE	5345	PROPOSED SANITARY SEWER LINE	---	
---	EXISTING TELEPHONE LINE	5345	PROPOSED CONTOUR	---	
---	EXISTING WATER LINE	5345		---	

HATCH LEGEND

[Hatch Pattern]	EXISTING ASPHALT SURFACE
[Hatch Pattern]	EXISTING CONCRETE SURFACE
[Hatch Pattern]	NEW CONCRETE SURFACE
[Hatch Pattern]	EXISTING BUILDING
[Hatch Pattern]	PROPOSED 100 YR HWL

NOTES

1. STATIONING AND OFFSETS BASED UPON STREET CENTERLINE UNLESS OTHERWISE NOTED.
2. RIM ELEVATIONS ARE APPROXIMATE. ADJUST TO FINISHED GRADE.
3. ROTATE RIMS AWAY FROM GUTTERS.
4. ALL SANITARY SEWER MANHOLES SHALL BE 4' DIAMETER UNLESS OTHERWISE SHOWN.
5. SANITARY SEWER PIPE LENGTHS ARE CENTER OF MANHOLE TO CENTER OF MANHOLE UNLESS OTHERWISE SHOWN.



AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP	
UTILITY PLAN	
NAME OF APPLICATION:	AFW 81 TRUCK SHOP
TYPE OF SUBMITTAL	FINAL DEVELOPMENT PLAN
FILING NUMBER	-
PHASE NUMBER	-
PREPARATION DATE:	12/08/17
REVISION DATE:	03/21/18 - ENGINEERING COMMENTS
REVISION DATE:	08/30/18 - ENGINEERING COMMENTS
REVISION DATE:	-

REVISIONS	
NO.	DESCRIPTION
1	PER CITY COMMENTS DATED 2-28-18
2	REVISED BUILDING
3	PER CITY COMMENTS DATED 8-17-18

ENGINEERING
PLANNING
SURVEYING

1501 Lamar Ave. Suite 200
Longmont, CO 80501
P: 303.682.1400
F: 303.682.1408

CIVILARTS

AMERICAN FURNITURE WAREHOUSE
10695 JAKE JABS BLVD.
FIRESTONE, CO 80504

AMERICAN FURNITURE WAREHOUSE
TRUCK SERVICES BUILDING
FIRESTONE, COLORADO
CONSTRUCTION PLANS
UTILITY PLAN



DATE: 08.30.18
DRAWN BY: MPD
CHECKED BY: GTW
JOB NO: E-359

SHEET NO:
C4.0
OF



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: October 10, 2018

Initiated By:

Dept: Council & Board

AGENDA TITLE

Ordinance 944: AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THE MEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS

SUMMARY

The Firestone Employee Handbook provides the following regarding changes to the Employee Handbook: "The Town Manager may make changes to policies contained in the Employee Handbook which changes shall be in writing and take effect upon the date specified therein. The Board of Trustees shall be notified of such changes no later than fifteen (15) days prior to the change taking effect."

Pursuant to such authority, the Interim Town Manager is notifying the Board of his intent to make the following changes to the Employee Handbook.

1. Amend the following statements in Legal Statement and Disclaimer and Acknowledgment sections of the Firestone Employee Handbook to read as follows (words to be deleted are ~~stricken through~~):

There is NO GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN OF FIRESTONE, OTHER THAN THE TOWN MANAGER, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, ~~APPROVED BY THE BOARD~~, AND SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

2. Amend the Recruitment and Selection of Employees section of the Firestone Employee Handbook to add a new section to read as follows:

Employment Agreements

In connection with the recruitment and selection of employees, the Town Manager is authorized to enter into employment agreements with his or her direct reports. Such agreements shall be in writing and be signed by the Town Manager and employee and may include provisions concerning duration of employment, severance upon termination of employment, paid time off and employment benefits.

Except as expressly altered by an employment agreement, all provisions of the Employee Handbook shall apply to the employees described in this section.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Town staff recommends approval of the proposed Employee Handbook changes.

ALTERNATIVES

Board to give Staff further direction

ATTACHMENTS

1. 8a - ORD 944 2018 Application of Administrative Procedures

FINANCIAL CONSIDERATIONS

The amendments would authorize the payment of severance to employees who would not otherwise be entitled to severance. To ensure compliance with TABOR, severance payments must be subject to annual appropriation unless those payments are budgeted and appropriated before the offer of severance is made.

ORDINANCE NO. 944

AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THE MEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS

WHEREAS, the Board of Trustees, members of standing and ad hoc Boards and Commissions, Town officers, and Town staff endeavor to treat one another, as well as constituents and other persons, with professionalism and respect; and

WHEREAS, the Town has administratively adopted policies and procedures relating to employment practices and procedures for Town employees which further promote professionalism and respect within the workplace; and

WHEREAS, the Board of Trustees has concluded that formally adopting by reference those existing policies and procedures set forth herein, and applying such provisions to members of the Board of Trustees and members of standing and ad hoc Boards and Commissions would codify best practices in professionalism; and

WHEREAS, the Board of Trustees has further concluded that applying such policies and procedures, established to guide the employment practices and promote professionalism of Town employees, to Trustees and to members of Boards and Commissions promotes fairness by creating uniform policies for all persons in Town public service.

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

Section 1. Chapter 2.04 of the Firestone Municipal Code is hereby amended by the addition of a new 2.04.165 to read as follows:

2.04.165. Application of Certain Administrative Policies and Procedures to Elected and Appointed Officials.

A. Application of Procedures. The employment policies and procedures adopted by the Town pertaining to equal opportunity employment, harassment, violence, discrimination, retaliation, ethics and general rules of conduct, and any future amendments thereto, shall apply to the Mayor, the members of the Board of Trustees, and all members appointed to standing and ad hoc Boards and Commissions of the Town.

B. Provision of Policies and Procedures. The Director of Human Resources shall provide a copy of the policies and procedures to the Mayor, the members of the Board of Trustees, and all members appointed to standing and ad hoc Boards and Commissions of the Town.

C. Complaints and Action. Any complaint made pursuant to the employment policies and procedures incorporated and applied to the appointed or elected officials in subsection A. of this section shall be made to the Director of Human Resources. If the Director makes a determination, based on the complaint, that disciplinary action is necessary, the Director shall recommend such action to the Mayor and the Board of Trustees. The Mayor and the Board of Trustees shall review the recommendation of the Director and shall make the decision on any disciplinary action for the appointed or elected officials in this section. However, if the subject of the complaint is the Mayor or a member of the Board of Trustees, that elected official must recuse himself or herself and may not participate in hearing or session at which the complaint is considered.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof, are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 10th day of October, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar
Mayor

Attest:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: October 10, 2018

Initiated By:

Dept: Administration

AGENDA TITLE

Resolution 18-40: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOLS SITES

SUMMARY

The Town's municipal boundaries lie within the boundaries of the District, and the Town's resident children attend the District's schools located within the Town. Pursuant to Section 22-54-102(3)(a), C.R.S., the parties may enter into intergovernmental agreements to cooperate with each other to assist in the funding of the District's capital construction projects, provided such funding is from a source of revenue that is otherwise authorized by law and is not from impact fees. Such statute further provides that the prohibition on the utilization of impact fees in such agreements "shall not be construed to restrict the authority of any local government to require the reservation or dedication of sites and land areas for schools or the payment of moneys in lieu thereof" if such local government possesses the legal authority to require such reservations, dedications, or payments in lieu thereof. When considering an annexation petition, the Town is statutorily authorized by Sections 31-12-108.5 and 110(2), C.R.S., to impose certain terms and conditions relating to the effect of the proposed annexation upon local schools. The Town is further authorized by Sections 29-20-104 and 31-23-214, C.R.S., to adopt regulations governing the subdivision of lands within its jurisdiction on the basis of the impact thereof to the community and which may establish differing requirements applicable to subdivisions of varying sizes, densities or types of dwelling units. The parties agree that it is in the best interests of the citizens of the Town (who are also citizens of the District) to mutually enter into a cooperative agreement to adequately provide for Fair Contribution for Public School Sites within the Town. The purpose of this IGA is to set forth the terms, conditions, rights and obligations of each party with respect to the planning, collection, and use of Fair Contribution for Public School Sites.

1. The parties acknowledge and agree that continued growth in residential land development necessitates the acquisition of additional public school sites and/or the enlargement or the new construction of school facilities to accommodate the corresponding increases in the student population resulting from such growth. Requiring land dedications or conveyances for public school sites, or payments in lieu of such land dedications/conveyances, (herein collectively referred to as "*Fair Contribution for Public School Sites*") will provide a portion of the land/facilities to meet such demands. The Town agrees that imposing such Fair Contribution for Public School Sites is in the best interests of the health, safety, and welfare of the Town and its residents as contemplated by the Town's Subdivision Ordinance and Development Regulations.

HISTORY AND PREVIOUS BOARD ACTION

The previous Intergovernmental Agreement commenced upon the Effective Date and continued thereafter for a period of ten (10) years. For purposes of this Intergovernmental Agreement, the term "Effective Date" shall mean the date when it is approved by both the respective party's governing bodies or authorized officers.

RECOMMENDATION

To Approve the Intergovernmental Agreement as presented.

ALTERNATIVES

To give staff further direction.

ATTACHMENTS

1. Firestone-SVVSD IGA 2018
2. 8b - Reso 18-40 SVVSD IGA (Sept 2018)
3. 8b - Firestone-SVVSD IGA 2018
4. 8b - Firestone_Methodology_IGA

FINANCIAL CONSIDERATIONS

This Intergovernmental Agreement shall not be deemed a pledge of the credit of the Town or the District, or a collection or payment guarantee by the Town to the District. Nothing in this Intergovernmental Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES**

1. PARTIES. The parties to this *Intergovernmental Agreement Concerning Fair Contributions For Public School Sites* ("IGA") are: **THE TOWN OF FIRESTONE**, a Colorado municipal corporation, ("Town"), and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado, ("District").

2. RECITALS AND PURPOSES. The Town's municipal boundaries lie within the boundaries of the District, and the Town's resident children attend the District's schools located within the Town. Pursuant to Section 22-54-102(3)(a), C.R.S., the parties may enter into intergovernmental agreements to cooperate with each other to assist in the funding of the District's capital construction projects, provided such funding is from a source of revenue that is otherwise authorized by law and is not from impact fees. Such statute further provides that the prohibition on the utilization of impact fees in such agreements "shall not be construed to restrict the authority of any local government to require the reservation or dedication of sites and land areas for schools or the payment of moneys in lieu thereof" if such local government possesses the legal authority to require such reservations, dedications, or payments in lieu thereof. When considering an annexation petition, the Town is statutorily authorized by Sections 31-12-108.5 and 110(2), C.R.S., to impose certain terms and conditions relating to the effect of the proposed annexation upon local schools. The Town is further authorized by Sections 29-20-104 and 31-23-214, C.R.S., to adopt regulations governing the subdivision of lands within its jurisdiction on the basis of the impact thereof to the community and which may establish differing requirements applicable to subdivisions of varying sizes, densities or types of dwelling units. The parties agree that it is in the best interests of the citizens of the Town (who are also citizens of the District) to mutually enter into a cooperative agreement to adequately provide for Fair Contribution for Public School Sites within the Town. The purpose of this IGA is to set forth the terms, conditions, rights and obligations of each party with respect to the planning, collection, and use of Fair Contribution for Public School Sites. Accordingly, the parties covenant and agree to the following.

3. TERM. This Intergovernmental Agreement shall commence upon the Effective Date and continue thereafter for a period of ten (10) years thereafter, unless sooner terminated. Either party may terminate this Intergovernmental Agreement at any time with or without cause, upon one year's written notice to the other party. For purposes of this Intergovernmental Agreement, the term "Effective Date" shall mean the date when it is approved by both the respective party's governing bodies or authorized officers.

4. BEST INTERESTS OF TOWN AND RESIDENTS. The parties acknowledge and agree that continued growth in residential land development necessitates the acquisition of additional public school sites and/or the enlargement or the new construction of school facilities to accommodate the corresponding increases in the student population resulting from such growth. Requiring land dedications or conveyances for public school sites, or payments in lieu of such land dedications/conveyances, (herein collectively referred to as "***Fair Contribution for Public School Sites***") will provide a portion of the land/facilities to meet such demands. The Town agrees that imposing such Fair Contribution for Public School Sites is in the best interests of the health, safety, and welfare of the Town and its residents as contemplated by the Town's Subdivision Ordinance and Development Regulations.

5. SCHOOL SITE COORDINATION AND DEVELOPMENT REFERRALS.

5.1 The District agrees to locate future public school sites in conformity with the adopted plan of the community, insofar as is feasible, and to consult with and advise the Town in writing in advance of public school sites acquisition and site development.

5.2 The Town shall refer to the District all annexation petitions and subdivision applications (including major and minor subdivisions and plat amendments) that require a public hearing before the Planning Commission and/or the Board of Trustees proposed within or affecting the District attendance area (herein, “**Residential Land Development Applications**”) for the District’s review and comment concerning the adequacy of public school sites and facilities. The Town will consider the District’s comments in conjunction with the review and processing of each Residential Land Development Application, and will implement land dedication for public school sites or payments in lieu of land dedication for public school sites consistent with this Intergovernmental Agreement and the municipal code and regulation then in effect. If a non-Residential Land Development Application is filed with the Town that may, in the opinion of the Town, have influence or effect on property owned by or activities of the District, the Town shall also refer information pertaining to that application to the District for review and comment. The District agrees to promptly review the referred development application and promptly submit its comments, recommendations, and requests to the Town by the deadline stated in any cover letter or referral letter accompanying the application from the Town to the District. Failure to timely respond may be deemed by the Town as a response from the District of “no comment” concerning the referred application.

6. METHODOLOGY.

6.1 Contemporaneous with the Effective Date and the effective date of the amendment to the Town subdivision regulations and requirements requiring Fair Contribution for Public School Sites, if such amendment is deemed necessary by the Town, the Town agrees to enforce such amendment as a precondition to the lawfully authorized construction of new residential dwelling units not otherwise exempted under Section 9 below.

The District has adopted a methodology (“**Methodology**”), to determine Fair Contribution for Public School sites for five categories of dwelling units. The Parties agree the Methodology, attached and incorporated herein as **EXHIBIT A**, has been developed in a manner so as to fairly apportion the cost of acquiring public school sites made necessary by new residential development.

6.2 As part of the Methodology, the District has adopted planning standards related to facility enrollment capacities, public school site acreage requirements, and student yields for each of five types of residential dwellings (single family homes, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes). The Town and District agree that the Methodology is reasonable and the approved then-current Methodology shall apply to new residential construction within the Town. The Methodology shall be the basis for computing Fair Contribution for Public School Sites for new residential construction. The Town and District agree that the Methodology adopted by the District shall be periodically reviewed and revised to reflect the current standards and conditions within the District.

6.3 Unless and until modified by the parties, the Methodology and its supplementary background materials shall include, but shall not be limited to, the following factors:

- a. School planning standards which establish the student yields and technical and educational specifications for facilities for each category of school facility (elementary,

middle, and high school levels), consistent with the policy of the Board of Education of the District;

b. The capacity demand of each category of school facility resulting from each category of residential dwelling (single family, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes);

c. The means for determining the per acre fair market value of land for each type of residential dwelling; and

d. The procedure for calculating Fair Contribution for Public School Sites required and applicable to each type of residential dwelling.

6.4 The Methodology shall be updated periodically as conditions warrant by the mutual consent of the Town and the District. A copy of the updated Methodology shall be furnished to the Town within 30 days after its adoption by the District. The Town shall hold a public hearing before revising the Methodology.

6.5 It is the intent of the parties that the Methodology and any amendment thereto, and application of the Methodology pursuant to paragraph 7, shall be in conformity with the requirements of Section 29-20-203, C.R.S.

7. FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

7.1 As Fair Contribution for Public School Sites, any person or entity, as a condition of approval of the person or entity's applicable Residential Land Development Application shall be required to dedicate or convey land for a public school site to the District, or in the event the dedication of land is not deemed feasible or in the best interests of the District as determined by the Superintendent or designee, the District may require a payment in lieu of land dedication or conveyance to the District. The manner and amount of either type of Fair Contribution for Public School Sites shall be as stated in this Intergovernmental Agreement and the incorporated Methodology. This shall not preclude the District and any person or entity from mutually agreeing to resolve the issue of Fair Contribution for Public School Sites in a manner other than as stated above.

7.2 If the Fair Contribution for Public School Sites includes the dedication of land, according to paragraph 7.1 above, the Town agrees before recording of the final plat to require proof that the dedication has been made to the District in accordance with the following requirements:

a. The person or entity has conveyed to the District by general warranty deed, title to the land slated for dedication, which title is to be free and clear of all items, encumbrances, and exceptions (except those approved in writing by the District), including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication.

b. The Town shall require that the person or entity provide all environmental site assessments and hazardous waste studies to the District for review of the suitability of the site.

c. At the time of dedication or conveyance, the person or entity shall provide a title insurance commitment and policy in an amount equal to the fair market value of the

dedicated property. At the appropriate time, not later than the issuance of the first building permit for the Residential Land Development Application, the person or entity shall also pay or provide for the payment of its proportionate share of the street development costs for the streets adjacent to the dedicated land, and shall either provide or pay or make provision for the payment of the costs associated with making improvements for water, sewer, and all other utilities stubbed to the site, make the necessary water dedication pursuant to, as applicable, the Methodology, Town annexation/subdivision regulations and agreements, and provide over-lot grading of the dedicated land.

d. In addition to any lands dedicated or conveyed, the person or entity shall provide to the District an option to purchase abutting lands identified as a school site at their fair market value so that the dedicated or conveyed and purchased lands together form a contiguous parcel which meets the school district's land area requirements.

e. The District shall at no expense to the Town maintain all lands dedicated to the District, including without limitation mowing in conformance with Town regulations. The District and the Town may by separate joint use agreement mutually agree to allow for the development and use of the school site for park or recreational uses by the Town until plans are commencing for construction of a school.

f. The District shall utilize the lands dedicated or conveyed solely as a site for a school. If at such time the District determines that a school is no longer necessary at the particular site and determines to sell the land, the District shall offer a ninety (90) day first right of refusal to the Town to purchase the parcel at the per acre amount established in the then-current and adopted Methodology demonstrated in Exhibit A. The District shall allow the Town a multi-fiscal year time-period for payment for the school site, if requested by the Town, not to exceed three (3) years. Any sale to the Town shall include the water dedicated for or attached to the land unless by agreement of both parties the water shall be retained by the District, in which case the value of the land shall be reduced accordingly.

7.3 The Town agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under Section 9 below, it will require proof that the Fair Contribution for Public School Sites, according to paragraph 7.1. above, has been received by the School District. The Superintendent of the School District, or the Superintendent's designee, shall provide such proof in a timely manner to the Town Manager of the Town, or the Town Manager's designee.

7.4 Nothing contained in this Intergovernmental Agreement shall preclude the District from commenting to the Town upon the adequacy of public school sites or facilities, necessary in its judgment, to serve the proposed residential land development project.

8. USE OF FAIR CONTRIBUTION FUNDS FOR PUBLIC SCHOOL SITES.

8.1 The District shall hold or deposit in trust for public school sites all funds it has received as Fair Contribution for Public School Sites, and all funds it may receive from the sale of land dedicated or conveyed as Fair Contribution for Public School Sites. The District shall meet all requirements of Section 29-1-801 to 803, C.R.S., if applicable. The District shall be solely responsible for each Fair Contribution for Public School Sites it receives. No Fair Contribution for Public School Sites shall constitute revenue of the Town under the provisions of Article X,

Section 20 of the Colorado Constitution, and such dedications, conveyances, or payments shall be deemed exempt from the Town's calculation of fiscal year spending under Article X, Section 20(2)(e) of the Colorado Constitution.

8.2 The District shall use all funds it receives as Fair Contribution for Public School Sites solely for acquisition, development, or expansion of public school sites or for capital facilities planning, site acquisition, or school site capital outlay purposes within the senior high school feeder attendance area boundaries that include the residential dwelling units for which the Fair Contribution for Public School Sites was paid, subject to the following additional limitations: the use of funds is further restricted for future elementary school acquisitions and development of school sites within the Firestone Comprehensive Plan Area. Funds may be used for site expansions in other areas for middle and high schools only if they would directly benefit Firestone students and are in the high school feeder system for Firestone. If Firestone develops to the point of requiring a high school within Firestone Town limits, the use of secondary school feeder funds would then be limited to this new Firestone community high school feeder. Subject to the limitations in this Intergovernmental Agreement, the time for, nature, method, and extent of each public school site planning, acquisition, or development shall be within the sole discretion of the District.

8.3 Except as otherwise provided in this Intergovernmental Agreement, any funds received as Fair Contribution for Public School Sites the District has not used for acquisition or development of public school sites within fifteen years of collection it shall tender for refund, with interest earned and credited according to Section 29-1-801 to 803, C.R.S., to the person or entity who made the Fair Contribution for Public School Sites. This does not pertain to the dedication of land. The District shall give written notice by first-class mail to the person who made the Fair Contribution for Public School Sites at his or her address as reflected in the records maintained by the District. If the person does not file a written claim for refund of the funds within the District within 90 days of the mailing of such notice, the Fair Contribution for Public School Sites refund shall be forfeited and revert to the District to be utilized for capital facilities or improvements that will benefit the residence for which Fair Contribution for Public School Sites funds were paid.

8.4 The District may request the Town to extend the fifteen-year period of time specified in the previous subsection. Such request shall be made at the public hearing before the Town, which may for good cause shown, and in its discretion, extend such period of time as the Town deems reasonable and necessary.

9. EXEMPTIONS FROM FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

9.1 The following uses within the Town's boundaries shall be excepted from Fair Contribution for Public School Sites:

- a. Construction of any non-residential building or structure;
- b. Alteration, replacement with a comparable building or structure, or expansion of any legally existing building or structure provided such alterations, replacement, or expansion does not increase the number of residential dwelling units;
- c. Construction of any building or structure for limited term stay or for long term assisted living, including, but not limited to bed and breakfast establishments, boarding or rooming houses, family-care homes, group-care homes, halfway houses, hotels, motels, nursing homes, or hospices;

- d. Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect; or
- e. Construction of any residential building or structure owned by any housing authority of the Town.

9.2 The Town may request, and the District may grant, an exemption from the Fair Contribution for Public School Sites for a dwelling unit or dwelling units where the Town demonstrates to the District that good cause exists to justify an exemption. For purposes of this Intergovernmental Agreement, “good cause” shall include, but not be limited to, a showing by the Town that a unit or units will significantly or substantially advance one or more legislatively established planning policies of the Town and that the waiver or exemption will directly assist the Town in achieving the policy or policies.

10. ANNUAL REPORT, ACCOUNTING, AND AUDIT.

10.1 The District shall submit an annual report on or before March 31 of each year to the Town describing the District’s use of the Fair Contribution for Public School Sites funds during the preceding fiscal year. This report shall also include:

- a. A review of the assumptions and date upon which the Methodology is based, including student generation ratios, and attendance area boundaries;
- b. Statutory changes or changes in the Methodology, including the School Planning Standards, and in District policies related to acquisition or construction of school sites and facilities; and
- c. Any recommended modifications to Fair Contribution for Public School Sites land areas or amounts included in the Methodology.

10.2 After receipt of the report, the Town shall review it, considering those matters listed in the previous subsection, and complete its review within 90 days of receipt.

10.3 The District shall establish and maintain a separate accounting system to ensure that all Fair Contribution for Public School Sites funds are used according to this Intergovernmental Agreement.

10.4 The District shall cause an audit to be performed annually of the Fair Contribution for Public School Sites funds it receives, uses, or expends under this Intergovernmental Agreement. The audit shall be conducted according to the generally accepted accounting principles for governmental entities. A copy of said audit shall be furnished to the Town. The cost of the audit shall be paid for by the District.

10.5 At any time the Town deems necessary, the District shall honor the Town’s request for an accounting from the chief financial officer of the District concerning the District’s use of the Fair Contribution for Public School Sites.

11. NOTICES. Any notice required by this Intergovernmental Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Town of Firestone
Attention: Town Manager
151 Grant Avenue
P.O Box 100
Firestone, CO 80520

St. Vrain Valley School District RE-1J
Att'n: Superintendent
395 South Pratt Parkway
Longmont, CO 80501

Notice given by mail shall be effective upon mailing.

12. INDEMNIFICATION. The parties agree to cooperate in the defense of any claim or civil action that may be brought contesting the validity or application of this Intergovernmental Agreement or the implementing ordinances. The District shall be responsible for its attorneys' fees and for the Town's reasonable attorneys' fees and costs and, to the extent allowed by law, for payment of any final monetary judgment and any fees and costs entered or awarded against the Town, in any such action. Upon receipt by the Town of any claim, or commencement of a civil action against the Town, the Town shall give the District prompt written notice thereof following which the parties agree to consult with each other regarding the claim and/or defense of the action and selection of counsel in connection therewith. Nothing contained in this Intergovernmental Agreement shall constitute any waiver for the Town or the District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive expiration and termination of the Intergovernmental Agreement, and be enforceable until all claims are precluded by statutes of limitation.

13. NO THIRD PARTY BENEFICIARIES. None of the terms, conditions, or covenants in this Intergovernmental Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the District receiving services or benefits under this Intergovernmental Agreement shall be only an incidental beneficiary.

14. FINANCIAL OBLIGATIONS. This Intergovernmental Agreement shall not be deemed a pledge of the credit of the Town or the District, or a collection or payment guarantee by the Town to the District. Nothing in this Intergovernmental Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.

15. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Intergovernmental Agreement.

16. COUNTERPARTS. This Intergovernmental Agreement may be executed in several counterparts and, as so executed, shall constitute one Intergovernmental Agreement, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this Intergovernmental Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.

17. INTEGRATION AND AMENDMENT. This Intergovernmental Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Intergovernmental Agreement may be amended only by an instrument in writing signed by the parties.

18. EXHIBITS. All exhibits referred to in this Intergovernmental Agreement are, by reference, incorporated in this Intergovernmental Agreement for all purposes.

19. SEVERABILITY. If any provision of this Intergovernmental Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Intergovernmental Agreement shall remain fully enforceable, and this Intergovernmental Agreement shall be interpreted in all respects as if such provision were omitted.

20. WAIVER OF BREACH. The waiver by any party to this Intergovernmental Agreement of a breach of any term or provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

21. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Intergovernmental Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder County.

22. EFFECTIVE DATE: _____, 2018

TOWN OF FIRESTONE

By: _____
Mayor

ATTEST:

Town Clerk

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
President of the Board of Education

ATTEST:

Secretary to the Board of Education

RESOLUTION NO. 18-40

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES

WHEREAS, the Town of Firestone (“Town”) and the St. Vrain Valley School District RE-1J (“District”) have negotiated a proposed Intergovernmental Agreement Concerning Fair Contributions for Public School Sites; and

WHEREAS, pursuant to Section 22-54-102(3)(a), C.R.S., the Town and District may enter into intergovernmental agreements to cooperate with each other to assist in the funding of the District’s capital construction projects, provided such funding is from a source of revenue that is otherwise authorized by law and is not from impact fees; and

WHEREAS, such statute further provides that the prohibition on the utilization of impact fees in such agreements “shall not be construed to restrict the authority of any local government to require the reservation or dedication of sites and land areas for schools or the payment of moneys in lieu thereof” if such local government possesses the legal authority to require such reservations, dedications, or payments in lieu thereof; and

WHEREAS, the Town is authorized by state law, including without limitation Sections 31-12-108.5, 31-12-110(2), 29-20-104 and 31-23-214, C.R.S., to impose terms and conditions upon annexations relating to the effect of the proposed annexation upon local schools, and to adopt regulations governing the subdivision of lands on the basis of the impact thereof to the community, which regulations may establish differing requirements applicable to subdivisions of varying sizes, densities or types of dwelling units; and

WHEREAS, growth in residential land development and the construction of new residential dwellings in the Town necessitates that the Town adopt a method to ensure Fair Contributions for Public School Sites; and

WHEREAS, the Board of Trustees desires to enter into the proposed Intergovernmental Agreement Concerning Fair Contributions for Public School Sites, and finds that such agreement is in the best interest of the public health, safety and welfare;

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

Section 1. The Board of Trustees hereby approves that certain Intergovernmental Agreement Concerning Fair Contributions for Public School Sites, by and between the Town of Firestone and the St. Vrain Valley School District RE-1J, a copy of which is attached hereto as Exhibit A (the “IGA”).

Section 2. The Mayor and Town Clerk are authorized and directed to execute such IGA

on behalf of the Town, except that the Mayor is hereby further authorized to negotiate and approve such revisions to said IGA as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the IGA are not altered.

Section 3. A true copy of the fully-executed IGA shall be deposited with the Clerk of the Town and available for public inspection as the Clerk's office.

INTRODUCED, READ, and ADOPTED this 10th day of October, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar
Mayor

Attest:

Leah Vanarsdall
Town Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES**

1. PARTIES. The parties to this *Intergovernmental Agreement Concerning Fair Contributions For Public School Sites* ("IGA") are: **THE TOWN OF FIRESTONE**, a Colorado municipal corporation, ("Town"), and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado, ("District").

2. RECITALS AND PURPOSES. The Town's municipal boundaries lie within the boundaries of the District, and the Town's resident children attend the District's schools located within the Town. Pursuant to Section 22-54-102(3)(a), C.R.S., the parties may enter into intergovernmental agreements to cooperate with each other to assist in the funding of the District's capital construction projects, provided such funding is from a source of revenue that is otherwise authorized by law and is not from impact fees. Such statute further provides that the prohibition on the utilization of impact fees in such agreements "shall not be construed to restrict the authority of any local government to require the reservation or dedication of sites and land areas for schools or the payment of moneys in lieu thereof" if such local government possesses the legal authority to require such reservations, dedications, or payments in lieu thereof. When considering an annexation petition, the Town is statutorily authorized by Sections 31-12-108.5 and 110(2), C.R.S., to impose certain terms and conditions relating to the effect of the proposed annexation upon local schools. The Town is further authorized by Sections 29-20-104 and 31-23-214, C.R.S., to adopt regulations governing the subdivision of lands within its jurisdiction on the basis of the impact thereof to the community and which may establish differing requirements applicable to subdivisions of varying sizes, densities or types of dwelling units. The parties agree that it is in the best interests of the citizens of the Town (who are also citizens of the District) to mutually enter into a cooperative agreement to adequately provide for Fair Contribution for Public School Sites within the Town. The purpose of this IGA is to set forth the terms, conditions, rights and obligations of each party with respect to the planning, collection, and use of Fair Contribution for Public School Sites. Accordingly, the parties covenant and agree to the following.

3. TERM. This Intergovernmental Agreement shall commence upon the Effective Date and continue thereafter for a period of ten (10) years thereafter, unless sooner terminated. Either party may terminate this Intergovernmental Agreement at any time with or without cause, upon one year's written notice to the other party. For purposes of this Intergovernmental Agreement, the term "Effective Date" shall mean the date when it is approved by both the respective party's governing bodies or authorized officers.

4. BEST INTERESTS OF TOWN AND RESIDENTS. The parties acknowledge and agree that continued growth in residential land development necessitates the acquisition of additional public school sites and/or the enlargement or the new construction of school facilities to accommodate the corresponding increases in the student population resulting from such growth. Requiring land dedications or conveyances for public school sites, or payments in lieu of such land dedications/conveyances, (herein collectively referred to as "***Fair Contribution for Public School Sites***") will provide a portion of the land/facilities to meet such demands. The Town agrees that imposing such Fair Contribution for Public School Sites is in the best interests of the health, safety, and welfare of the Town and its residents as contemplated by the Town's Subdivision Ordinance and Development Regulations.

5. SCHOOL SITE COORDINATION AND DEVELOPMENT REFERRALS.

5.1 The District agrees to locate future public school sites in conformity with the adopted plan of the community, insofar as is feasible, and to consult with and advise the Town in writing in advance of public school sites acquisition and site development.

5.2 The Town shall refer to the District all annexation petitions and subdivision applications (including major and minor subdivisions and plat amendments) that require a public hearing before the Planning Commission and/or the Board of Trustees proposed within or affecting the District attendance area (herein, “**Residential Land Development Applications**”) for the District’s review and comment concerning the adequacy of public school sites and facilities. The Town will consider the District’s comments in conjunction with the review and processing of each Residential Land Development Application, and will implement land dedication for public school sites or payments in lieu of land dedication for public school sites consistent with this Intergovernmental Agreement and the municipal code and regulation then in effect. If a non-Residential Land Development Application is filed with the Town that may, in the opinion of the Town, have influence or effect on property owned by or activities of the District, the Town shall also refer information pertaining to that application to the District for review and comment. The District agrees to promptly review the referred development application and promptly submit its comments, recommendations, and requests to the Town by the deadline stated in any cover letter or referral letter accompanying the application from the Town to the District. Failure to timely respond may be deemed by the Town as a response from the District of “no comment” concerning the referred application.

6. METHODOLOGY.

6.1 Contemporaneous with the Effective Date and the effective date of the amendment to the Town subdivision regulations and requirements requiring Fair Contribution for Public School Sites, if such amendment is deemed necessary by the Town, the Town agrees to enforce such amendment as a precondition to the lawfully authorized construction of new residential dwelling units not otherwise exempted under Section 9 below.

The District has adopted a methodology (“**Methodology**”), to determine Fair Contribution for Public School sites for five categories of dwelling units. The Parties agree the Methodology, attached and incorporated herein as **EXHIBIT A**, has been developed in a manner so as to fairly apportion the cost of acquiring public school sites made necessary by new residential development.

6.2 As part of the Methodology, the District has adopted planning standards related to facility enrollment capacities, public school site acreage requirements, and student yields for each of five types of residential dwellings (single family homes, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes). The Town and District agree that the Methodology is reasonable and the approved then-current Methodology shall apply to new residential construction within the Town. The Methodology shall be the basis for computing Fair Contribution for Public School Sites for new residential construction. The Town and District agree that the Methodology adopted by the District shall be periodically reviewed and revised to reflect the current standards and conditions within the District.

6.3 Unless and until modified by the parties, the Methodology and its supplementary background materials shall include, but shall not be limited to, the following factors:

- a. School planning standards which establish the student yields and technical and educational specifications for facilities for each category of school facility (elementary,

middle, and high school levels), consistent with the policy of the Board of Education of the District;

b. The capacity demand of each category of school facility resulting from each category of residential dwelling (single family, duplexes/triplexes, multi-family units, condos/townhouses, and mobile homes);

c. The means for determining the per acre fair market value of land for each type of residential dwelling; and

d. The procedure for calculating Fair Contribution for Public School Sites required and applicable to each type of residential dwelling.

6.4 The Methodology shall be updated periodically as conditions warrant by the mutual consent of the Town and the District. A copy of the updated Methodology shall be furnished to the Town within 30 days after its adoption by the District. The Town shall hold a public hearing before revising the Methodology.

6.5 It is the intent of the parties that the Methodology and any amendment thereto, and application of the Methodology pursuant to paragraph 7, shall be in conformity with the requirements of Section 29-20-203, C.R.S.

7. FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

7.1 As Fair Contribution for Public School Sites, any person or entity, as a condition of approval of the person or entity's applicable Residential Land Development Application shall be required to dedicate or convey land for a public school site to the District, or in the event the dedication of land is not deemed feasible or in the best interests of the District as determined by the Superintendent or designee, the District may require a payment in lieu of land dedication or conveyance to the District. The manner and amount of either type of Fair Contribution for Public School Sites shall be as stated in this Intergovernmental Agreement and the incorporated Methodology. This shall not preclude the District and any person or entity from mutually agreeing to resolve the issue of Fair Contribution for Public School Sites in a manner other than as stated above.

7.2 If the Fair Contribution for Public School Sites includes the dedication of land, according to paragraph 7.1 above, the Town agrees before recording of the final plat to require proof that the dedication has been made to the District in accordance with the following requirements:

a. The person or entity has conveyed to the District by general warranty deed, title to the land slated for dedication, which title is to be free and clear of all items, encumbrances, and exceptions (except those approved in writing by the District), including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication.

b. The Town shall require that the person or entity provide all environmental site assessments and hazardous waste studies to the District for review of the suitability of the site.

c. At the time of dedication or conveyance, the person or entity shall provide a title insurance commitment and policy in an amount equal to the fair market value of the

dedicated property. At the appropriate time, not later than the issuance of the first building permit for the Residential Land Development Application, the person or entity shall also pay or provide for the payment of its proportionate share of the street development costs for the streets adjacent to the dedicated land, and shall either provide or pay or make provision for the payment of the costs associated with making improvements for water, sewer, and all other utilities stubbed to the site, make the necessary water dedication pursuant to, as applicable, the Methodology, Town annexation/subdivision regulations and agreements, and provide over-lot grading of the dedicated land.

d. In addition to any lands dedicated or conveyed, the person or entity shall provide to the District an option to purchase abutting lands identified as a school site at their fair market value so that the dedicated or conveyed and purchased lands together form a contiguous parcel which meets the school district's land area requirements.

e. The District shall at no expense to the Town maintain all lands dedicated to the District, including without limitation mowing in conformance with Town regulations. The District and the Town may by separate joint use agreement mutually agree to allow for the development and use of the school site for park or recreational uses by the Town until plans are commencing for construction of a school.

f. The District shall utilize the lands dedicated or conveyed solely as a site for a school. If at such time the District determines that a school is no longer necessary at the particular site and determines to sell the land, the District shall offer a ninety (90) day first right of refusal to the Town to purchase the parcel at the per acre amount established in the then-current and adopted Methodology demonstrated in Exhibit A. The District shall allow the Town a multi-fiscal year time-period for payment for the school site, if requested by the Town, not to exceed three (3) years. Any sale to the Town shall include the water dedicated for or attached to the land unless by agreement of both parties the water shall be retained by the District, in which case the value of the land shall be reduced accordingly.

7.3 The Town agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under Section 9 below, it will require proof that the Fair Contribution for Public School Sites, according to paragraph 7.1. above, has been received by the School District. The Superintendent of the School District, or the Superintendent's designee, shall provide such proof in a timely manner to the Town Manager of the Town, or the Town Manager's designee.

7.4 Nothing contained in this Intergovernmental Agreement shall preclude the District from commenting to the Town upon the adequacy of public school sites or facilities, necessary in its judgment, to serve the proposed residential land development project.

8. USE OF FAIR CONTRIBUTION FUNDS FOR PUBLIC SCHOOL SITES.

8.1 The District shall hold or deposit in trust for public school sites all funds it has received as Fair Contribution for Public School Sites, and all funds it may receive from the sale of land dedicated or conveyed as Fair Contribution for Public School Sites. The District shall meet all requirements of Section 29-1-801 to 803, C.R.S., if applicable. The District shall be solely responsible for each Fair Contribution for Public School Sites it receives. No Fair Contribution for Public School Sites shall constitute revenue of the Town under the provisions of Article X,

Section 20 of the Colorado Constitution, and such dedications, conveyances, or payments shall be deemed exempt from the Town's calculation of fiscal year spending under Article X, Section 20(2)(e) of the Colorado Constitution.

8.2 The District shall use all funds it receives as Fair Contribution for Public School Sites solely for acquisition, development, or expansion of public school sites or for capital facilities planning, site acquisition, or school site capital outlay purposes within the senior high school feeder attendance area boundaries that include the residential dwelling units for which the Fair Contribution for Public School Sites was paid, subject to the following additional limitations: the use of funds is further restricted for future elementary school acquisitions and development of school sites within the Firestone Comprehensive Plan Area. Funds may be used for site expansions in other areas for middle and high schools only if they would directly benefit Firestone students and are in the high school feeder system for Firestone. If Firestone develops to the point of requiring a high school within Firestone Town limits, the use of secondary school feeder funds would then be limited to this new Firestone community high school feeder. Subject to the limitations in this Intergovernmental Agreement, the time for, nature, method, and extent of each public school site planning, acquisition, or development shall be within the sole discretion of the District.

8.3 Except as otherwise provided in this Intergovernmental Agreement, any funds received as Fair Contribution for Public School Sites the District has not used for acquisition or development of public school sites within fifteen years of collection it shall tender for refund, with interest earned and credited according to Section 29-1-801 to 803, C.R.S., to the person or entity who made the Fair Contribution for Public School Sites. This does not pertain to the dedication of land. The District shall give written notice by first-class mail to the person who made the Fair Contribution for Public School Sites at his or her address as reflected in the records maintained by the District. If the person does not file a written claim for refund of the funds within the District within 90 days of the mailing of such notice, the Fair Contribution for Public School Sites refund shall be forfeited and revert to the District to be utilized for capital facilities or improvements that will benefit the residence for which Fair Contribution for Public School Sites funds were paid.

8.4 The District may request the Town to extend the fifteen-year period of time specified in the previous subsection. Such request shall be made at the public hearing before the Town, which may for good cause shown, and in its discretion, extend such period of time as the Town deems reasonable and necessary.

9. EXEMPTIONS FROM FAIR CONTRIBUTION FOR PUBLIC SCHOOL SITES.

9.1 The following uses within the Town's boundaries shall be excepted from Fair Contribution for Public School Sites:

- a. Construction of any non-residential building or structure;
- b. Alteration, replacement with a comparable building or structure, or expansion of any legally existing building or structure provided such alterations, replacement, or expansion does not increase the number of residential dwelling units;
- c. Construction of any building or structure for limited term stay or for long term assisted living, including, but not limited to bed and breakfast establishments, boarding or rooming houses, family-care homes, group-care homes, halfway houses, hotels, motels, nursing homes, or hospices;

- d. Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect; or
- e. Construction of any residential building or structure owned by any housing authority of the Town.

9.2 The Town may request, and the District may grant, an exemption from the Fair Contribution for Public School Sites for a dwelling unit or dwelling units where the Town demonstrates to the District that good cause exists to justify an exemption. For purposes of this Intergovernmental Agreement, “good cause” shall include, but not be limited to, a showing by the Town that a unit or units will significantly or substantially advance one or more legislatively established planning policies of the Town and that the waiver or exemption will directly assist the Town in achieving the policy or policies.

10. ANNUAL REPORT, ACCOUNTING, AND AUDIT.

10.1 The District shall submit an annual report on or before March 31 of each year to the Town describing the District’s use of the Fair Contribution for Public School Sites funds during the preceding fiscal year. This report shall also include:

- a. A review of the assumptions and date upon which the Methodology is based, including student generation ratios, and attendance area boundaries;
- b. Statutory changes or changes in the Methodology, including the School Planning Standards, and in District policies related to acquisition or construction of school sites and facilities; and
- c. Any recommended modifications to Fair Contribution for Public School Sites land areas or amounts included in the Methodology.

10.2 After receipt of the report, the Town shall review it, considering those matters listed in the previous subsection, and complete its review within 90 days of receipt.

10.3 The District shall establish and maintain a separate accounting system to ensure that all Fair Contribution for Public School Sites funds are used according to this Intergovernmental Agreement.

10.4 The District shall cause an audit to be performed annually of the Fair Contribution for Public School Sites funds it receives, uses, or expends under this Intergovernmental Agreement. The audit shall be conducted according to the generally accepted accounting principles for governmental entities. A copy of said audit shall be furnished to the Town. The cost of the audit shall be paid for by the District.

10.5 At any time the Town deems necessary, the District shall honor the Town’s request for an accounting from the chief financial officer of the District concerning the District’s use of the Fair Contribution for Public School Sites.

11. NOTICES. Any notice required by this Intergovernmental Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Town of Firestone
Attention: Town Manager
151 Grant Avenue
P.O Box 100
Firestone, CO 80520

St. Vrain Valley School District RE-1J
Att'n: Superintendent
395 South Pratt Parkway
Longmont, CO 80501

Notice given by mail shall be effective upon mailing.

12. INDEMNIFICATION. The parties agree to cooperate in the defense of any claim or civil action that may be brought contesting the validity or application of this Intergovernmental Agreement or the implementing ordinances. The District shall be responsible for its attorneys' fees and for the Town's reasonable attorneys' fees and costs and, to the extent allowed by law, for payment of any final monetary judgment and any fees and costs entered or awarded against the Town, in any such action. Upon receipt by the Town of any claim, or commencement of a civil action against the Town, the Town shall give the District prompt written notice thereof following which the parties agree to consult with each other regarding the claim and/or defense of the action and selection of counsel in connection therewith. Nothing contained in this Intergovernmental Agreement shall constitute any waiver for the Town or the District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive expiration and termination of the Intergovernmental Agreement, and be enforceable until all claims are precluded by statutes of limitation.

13. NO THIRD PARTY BENEFICIARIES. None of the terms, conditions, or covenants in this Intergovernmental Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the District receiving services or benefits under this Intergovernmental Agreement shall be only an incidental beneficiary.

14. FINANCIAL OBLIGATIONS. This Intergovernmental Agreement shall not be deemed a pledge of the credit of the Town or the District, or a collection or payment guarantee by the Town to the District. Nothing in this Intergovernmental Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.

15. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Intergovernmental Agreement.

16. COUNTERPARTS. This Intergovernmental Agreement may be executed in several counterparts and, as so executed, shall constitute one Intergovernmental Agreement, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this Intergovernmental Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.

17. INTEGRATION AND AMENDMENT. This Intergovernmental Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Intergovernmental Agreement may be amended only by an instrument in writing signed by the parties.

18. EXHIBITS. All exhibits referred to in this Intergovernmental Agreement are, by reference, incorporated in this Intergovernmental Agreement for all purposes.

19. SEVERABILITY. If any provision of this Intergovernmental Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Intergovernmental Agreement shall remain fully enforceable, and this Intergovernmental Agreement shall be interpreted in all respects as if such provision were omitted.

20. WAIVER OF BREACH. The waiver by any party to this Intergovernmental Agreement of a breach of any term or provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

21. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Intergovernmental Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder County.

22. EFFECTIVE DATE: _____, 2018

TOWN OF FIRESTONE

By: _____
Mayor

ATTEST:

Town Clerk

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
President of the Board of Education

ATTEST:

Secretary to the Board of Education

School Planning
Standards And
Calculation of
In Lieu Fees

Single Family							
		School Planning Standards					
	Number	Projected	Student	Site Size	Acres of	Developed	
	Of	Student	Facility	Standard	Land	Land	Cash-in-lieu
	Units	Yield	Standard	Acres	Contribution	Value	Contribution
Elementary	100	0.22	525	10	0.42	\$80,117	
		22					
Middle Level	100	0.1	750	25	0.33	\$80,117	
		10					
High School	100	0.11	1200	50	0.46	\$80,117	
		11					
Total		43			1.21	\$80,117	\$96,999
Single Family Student Yield is .66							\$970
							Per Unit

School Planning
Standards And
Calculation of
In Lieu Fees

Duplex/Triplex							
		School Planning Standards					
	Number	Projected	Student	Site Size	Acres of	Developed	
	Of	Student	Facility	Standard	Land	Land	Cash-in-lieu
	Units	Yield	Standard	Acres	Contribution	Value	Contribution
Elementary	100	0.2	525	10	0.38	\$80,117	
		20					
Middle Level	100	0.09	750	25	0.30	\$80,117	
		9					
High School	100	0.09	1200	50	0.38	\$80,117	
		9					
Total		38			1.06	\$80,117	\$84,600
Duplex/Triplex Student Yield is .56							\$846
							Per Unit

School Planning
Standards And
Calculation of
In Lieu Fees

Multi-Family							
	School Planning Standards						
	Number	Projected	Student	Site Size	Acres of	Developed	
	Of	Student	Facility	Standard	Land	Land	Cash-in-lieu
	Units	Yield	Standard	Acres	Contribution	Value	Contribution
Elementary	100	0.15	525	10	0.29	\$80,117	
		15					
Middle Level	100	0.06	750	25	0.20	\$80,117	
		6					
High School	100	0.06	1200	50	0.25	\$80,117	
		6					
Total		27			0.74	\$80,117	\$58,943
							\$589
							Per Unit
Multi-Family Student Yield is .25							

School Planning
Standards And
Calculation of
In Lieu Fees

Condo/Townhouse							
	School Planning Standards						
	Number	Projected	Student	Site Size	Acres of	Developed	
	Of	Student	Facility	Standard	Land	Land	Cash-in-lieu
	Units	Yield	Standard	Acres	Contribution	Value	Contribution
Elementary	100	0.07	525	10	0.13	\$80,117	
		7					
Middle Level	100	0.04	750	25	0.13	\$80,117	
		4					
High School	100	0.04	1200	50	0.17	\$80,117	
		4					
Total		15			0.43	\$80,117	\$34,717
							\$347
Condo/Townhouse Student Yield is .29							Per Unit

School Planning
Standards And
Calculation of
In Lieu Fees

Mobile Home							
		<u>School Planning Standards</u>					
	Number	Projected	Student	Site Size	Acres of	Developed	
	Of	Student	Facility	Standard	Land	Land	Cash-in-lieu
	Units	Yield	Standard	Acres	Contribution	Value	Contribution
Elementary	100	0.16	525	10	0.30	\$80,117	
		16					
Middle Level	100	0.09	750	25	0.30	\$80,117	
		9					
High School	100	0.09	1200	50	0.38	\$80,117	
		9					
Total		34			0.98	\$80,117	\$78,496
Mobile Home Student Yield is .42							\$785
							Per Unit

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c.

Discussion/Action

Meeting Date: October 10, 2018

Initiated By: Jennifer Weinberger

Dept: Administration

AGENDA TITLE

Addendum A to the Town of Firestone 2018 contract between the Town and DStreet Communications

SUMMARY

The Town has a contract with DStreet for 2018. This contract is almost at its conclusion for this year. Given the current recruiting efforts for the Director of Marketing and Communications role, we are asking for Addendum A to their contract for the remainder of 2018. DStreet has assisted the Town with communications, PR activities, and other items while we have been short staffed. This will also allow for DStreet to assist in transfer of work product to the new employee, once they are working for the Town.

There are also potential communications that may be coming up in the remainder of 2018, where DStreet can support the Town. The Town has been having DStreet assist with work in a greater capacity since the Communications position has been open, as part of their current agreement.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved DStreet's 2018 contract in March 2018.

RECOMMENDATION

Staff recommends Addendum A to the agreement between the Town of Firestone and DStreet.

"I move to approve Addendum A, of the agreement between the Town of Firestone and DStreet for professional consulting services not-to-exceed \$25,000."

ALTERNATIVES

The Board can provide further direction to staff.

ATTACHMENTS

1. 8c - DStreet Addendum Short 100818

FINANCIAL CONSIDERATIONS

The proposed agreement is for a **not-to-exceed amount of \$25,000** for the remainder of 2018, to end on December 31st. Due to the vacancy in the Communications role, the funding of this addendum would bridge the gap in this area.



EXHIBIT A

Fees

Budget Details

Charges for DStreet's services will be based on the agency's standard hourly rate of \$150 an hour not including expenses. Monthly fees will be based upon the mutually agreed upon Scope of Work attached, and are due net 30.

Reimbursement for Out-of-Pocket Expenditures

Client will reimburse DSC for all reasonable out-of-pocket disbursements made in the performance of its duties under this arrangement, at 7.5 percent of the stated monthly labor fees. The flat out-of-pocket expense fee includes administrative time, photocopying, postage, mileage, parking, local and long-distance telephone and fax, messenger and other similar day-to-day office expenditures. For services above and beyond typical day-to-day out-of-pocket disbursements and which are preapproved by Client, DSC will itemized and bill Client directly for the cost of the service(s) with a 7.5 percent mark-up charge to cover the cost of financing these activities.

Services not included in the monthly flat out-of-pocket expense fee:

- Video production
- Video editing
- Travel and accommodations
- Photo distribution on wires
- NAPS article distribution
- Hardcopy printing fees



ADDENDUM I
2018 Q4 Communications Work

DStreet will services for Town of Firestone, inclusive of: development of The Voice newsletter, including all writing and graphic design; management of an internal brand event in October to ensure brand consistency across internal staff; support of social media and copy for Inside Firestone articles; development of the written pieces that must be submitted, ongoing, to the Carbon Valley newspaper; news releases as directed; media relations and support on media inquiries; positioning and messaging related to issues management and reputation management and other work as fits under the not-to-exceed budget and is directed by the assistant town manager or town manager.

Activities for October, November and December are not-to-exceed 25k in staff-time billings, or 166 hours of staff time.

Agency will serve at client's direction and provide regular status updates to Jennifer Weinberger as Town of Firestone's point of contact.

Downing Street Communications LLC (DBA DStreet)

By: _____
Jennifer Dulles, President

Date: _____

Town of Firestone

By: _____
Bobbi Sindelar, Mayor

Date: _____

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____



ADDENDUM B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.



Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: Downing Street Communications DBA DStreet
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Downing Street Communications DBA DStreet

By: _____
Title: President

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d.

Discussion/Action

Meeting Date: October 10, 2018

Initiated By: Dave Lindsay

Dept: Community Resources

AGENDA TITLE

Firestone Reservoir No. 1 Pump Station Engineering Design Contract

SUMMARY

LG Everist is nearly completed with the mining and reclamation of the Carbon Valley Pit and staff has started work with them to make arrangements for the final closing. Staff has been working with Acuity, LLC to develop a final scope of services and budget for the "plumbing" associated with what will be Firestone Reservoir No. 1. This work includes design of the primary pump station that will transfer water from the reservoir to non-potable irrigation system and to make augmentation return flows to the St Vrain River. The work also includes the design of a conveyance to transfer water from the Rural Ditch to the Last Chance Ditch and from the Last Chance Ditch to Reservoir No. 1.

Staff has completed negotiations with Acuity and presents the attached Engineering Services agreement for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

In July 2016 the Town entered into an agreement with Acuity to prepare a feasibility study for Firestone Reservoir No. 1 in support of a Colorado Water Conservation Board (CWCB) loan application.

Ordinance 897 was approved by the Board of Trustees at the regular meeting on October 12, 2016 approving a purchase and exchange agreement with LG Everist for the purchase of the Carbon Valley Pit (Firestone Reservoir No. 1).

Ordinance 902 was approved by the Board of Trustees at the regular meeting on January 11, 2017 approving a loan agreement with CWCB for the purchase of a reservoir, purchase of water rights to be stored in the reservoir, and infrastructure costs related to water conveyed in and out of the reservoir.

RECOMMENDATION

Staff recommends the Board of Trustees waive the purchasing policy requirement to seek 3 bids for these civil engineering services because Acuity's previous work on the project and their familiarity with the project.

Staff further recommends the Board of Trustees approve the attached agreement for engineering services with Acuity, LLC for the Firestone Reservoir No. 1 Pump Station for an amount not to exceed \$663,568.00 and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES

The Board could direct staff to modify the terms of the agreement, to put the work out for other proposals, or to put the project on hold.

ATTACHMENTS

1. Sketch Plan (2018.07.11)
2. Consulting Agmt-Firestone Reservoir No 1 Pump Station (Acuity 2018.10.04)

FINANCIAL CONSIDERATIONS

The not to exceed contract amount of \$663,568.00 will be paid from the Water Fund through the CWCB loan for the

project.



Rural Crosses
Over Last Chance

Return Flow
Pipe to River

Last Chance Ditch

WTP

PS

Irrigation System
Discharge Pipe

Firestone
Reservoir #1

Diversion from
Last Chance Ditch

Rural Ditch

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND ACUITY, LLC
FOR ENGINEERING SERVICES**

(Firestone Reservoir No. 1 Pump Station)

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Acuity, LLC**, a Colorado limited liability company, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing engineering services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement for the lump sum base fee of \$554,058.00 plus as-needed hourly rate plus expenses costs for the design of a transfer pump station from the Last Chance Ditch and for HEC-RAS modeling, set forth in Exhibit “A”; provided, however, that the total amount payable for Services under this Agreement shall in no event exceed \$663,568.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town

employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Julie Pasillas, Director of Community Resources, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Director of Community Resources and such person's designees.
- 5.2 The Consultant designates Kevin O'Connell as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be October 10, 2018 to December 31, 2019, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.
- 7.1.2 Consultant's own automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
- 7.1.3 Professional liability insurance against errors and omissions with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.1.4 General liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent. The Town acknowledges that portions of the Services the Consultant is responsible for may be performed by sub-consultants hired by, and under the responsibility of, the Consultant.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party

without the prior written consent of the Town. The Parties acknowledge that the documents produced under this Agreement are to be developed for a specific purpose. Reuse or modification of the documents by the Town or other parties that acquire the documents from the Town for purposes other than the specific scope and conditions of the Services to be provided by Consultant will be at the Town's sole risk and without liability to consultant.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Director of Community Resources
151 Grant Ave.

P.O. Box 100
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

Kevin M. O'Connell, PE
Acuity, LLC
P.O. Box 12433
Denver, CO 80212

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

Acuity, LLC
a Colorado limited liability company

By: _____

Title: _____

Attest: _____

Date: _____

Exhibit A – Scope of Services

[See Following 8 Pages]

EXHIBIT A – September 13, 2018

The Scope of Services consists of 6 overall tasks with several underlying subtasks. The project budget and schedule are also based on this same framework.

Project Elements

Rural Ditch to Last Chance Ditch Transfer

The Town desires to transfer water from the Rural Ditch to the Last Chance Ditch, which will serve as the primary source of supply for the Reservoir. Aerial imagery suggests that the Rural Ditch currently crosses the Last Chance Ditch via an elevated chute or flume. We have assumed that the elevation difference between the ditches will allow for a gravity solution to transfer 15 CFS into the Last Chance Ditch.

Diversion from Last Chance Ditch to Firestone Reservoir No. 1

The Last Chance Ditch is the primary water supply for the Firestone Reservoir No. 1 (reservoir). Environmental and conveyance constraints will be evaluated during the design. The goal is to site and design an intake structure capable of delivering 40 CFS to the Reservoir. For permitting reasons, boring may be required under the ditch.

Multi-Level Outlet and Pump Station (to river)

Planning level efforts have identified the need for a pump station with a multi-level outlet in the northwest corner of the reservoir. We anticipate either a tower or an inclined structure installed on the side slope of the reservoir.

Transmission/Delivery Piping

The Town plans to deliver water from the reservoir to the St. Vrain River and to an irrigation system. The maximum transmission flow rates shall be 4,000 gpm and 2,500 gpm to the St. Vrain and irrigation system, respectively. We will complete civil engineering design of these transmission mains, including transient analysis in the event of a rapid shutdown of the station. We will coordinate with the Town on the non-pot irrigation line. The Town will provide the pipe sizing, friction losses, and TDH requirements for the pumps on the irrigation system. Our Design services shall include pipeline routing, material, diameter, and wall thickness selections, and design of related appurtenances (such as outlets) on the pipeline to the St. Vrain. These efforts must be carefully coordinated with pump selection, as the system curves will likely be sensitive to transmission main roughness and diameter. Proper energy dissipation at the outlets must also be provided to avoid erosion and related operation and maintenance difficulties. We anticipate two meter vaults (at the inflow to, and outflow from, the reservoir).

Task 1.0 - Project Kickoff and Coordination

Facilitate one meeting with design team and Town to review program discuss strategies on project staging, permitting strategy, and schedule. The final design and construction schedule will rely on the mining and restoration schedule provided by L.G. Everist. We have included approximately one design team meeting per week (mostly by phone) and one monthly in-person meeting with Town staff.

Objectives:

- Establish lines of communication for project
- Further understand update Firestone project concepts, ideas, and objectives
- Obtain a clear sense of direction towards the preliminary design and project schedule
- Verify initial preferences on operations, equipment, control, and electrical from Firestone

Following the Project Kickoff Meeting, and all other meetings, we will produce meeting minutes and distribute them to the project teams to foster project communication.

Deliverables and meetings:

- Kickoff meeting and conference call
- Weekly design team meeting minutes
- Monthly Town meetings minutes
- Preliminary Schedule

Task 2 - Information Gathering and Schematic Design Development (15%)

Obtain a detailed topographic map of the ground surface around top of the existing gravel pit and along pipe routes. Perform soils borings at select locations to determine soil types, bearing pressures, groundwater levels, and compaction requirements. (Note that the Geotechnical Engineer has not offered to increase its E&O insurance coverage and therefore the geotechnical work will be covered up to \$1M.) Obtain utility locates and perform pot-holing at utility locations. A wetland survey and delineation report will be performed during this phase.

We anticipate a schematic layout of the following elements of the project: Inlet Structure at Last Chance Ditch; Pipeline from ditch to reservoir; Inflow Pump Station at Last Chance Ditch (if needed); Flow Measurement Vault (inflow); Inflow Discharge Structure/Energy Dissipater at Reservoir; Outlet Wet Well, Reservoir Intake Structure (tower or side slope); Outlet Pump Station; Outflow Yard Piping/Manifold; Diversion Structure from Rural Ditch into Last Chance Ditch (assumed by gravity).

Once we receive the survey and geotechnical information, we will be able to begin site layout, preliminary pump hydraulics and conceptual design as outlined in the next task. The goal is to prepare a 15% schematic design for review by the Town.

We have included one meeting with the Town Building and Fire Departments to coordinate the permitting requirements of the structures.

A topographic survey of the as-completed grading of the gravel pit is not included in this scope. We have included an existing topographic survey of the Last Chance Ditch from the reservoir site to Highway 13 (Colorado Blvd.).

- Evaluate Last Chance Ditch Inlet Structure (Reservoir Fill)
Estimate the pipe diameters required by the proposed operational scenarios (reservoir inflow, either by gravity or pumping, at 40 CFS). We will prepare a Design Memorandum to Firestone stating the proposed operating conditions and parameters. The Design Memo will include preliminary hydraulic calculations and other supporting information and documentation for Firestone's records.

Note that design of improvements to the conveyance of the Last Chance Ditch (as well as permitting) is not included in this Proposal. The existing condition of the ditch (flat slope, overgrown grassy wetland), as well as winter operating conditions (freezing) may prove a challenge to the conveyance of 40 CFS. If 40 CFS is not available in the Ditch the reservoir will be filled at a lower rate. We suggest that the capacity of the ditch be a topic included in a meeting with the ditch company.

In the event that the reservoir cannot be filled at the desired rate by gravity, we have included an alternate/addition to the scope one additional pump station to deliver 40 CFS from the Last Chance Ditch to the Reservoir. This item will be evaluated based on the variables of: flow rate; available head at the ditch; and, the static head in the reservoir.

- Evaluate Rural/Last Chance Ditch Diversion Structure
Review site constraints, hydraulics and siting for a structure to divert water from the Rural Ditch into the Last Chance Ditch at 15 CFS. We have included two meetings with the ditch companies and their engineer to discuss ditch operations and preferences on the location of this structure.

Modeling of the Last Chance Ditch, to verify that the Firestone structures do not impede the carrying capacity of the ditch has been included as an alternate scope.

- Evaluate Reservoir Outlet Pump Station
Review discharge from reservoir to St. Vrain River at flow rate of approximately 4,000 gpm. We anticipate this system will consist of on/off VFD controlled pump(s). Also review a discharge that will tie into an irrigation system (by others) at a flow rate of approximately 2,500 gpm. This will be a separate, stand alone, system that will be controlled by a VFD pump. A wet well or tower system is needed to provide variable intake elevations from the reservoir.
- Prepare Schematic Plans
Plan views and section views of the pump station and pipeline configurations outlined in Task 1.0 for Firestone's review.
- Evaluate the Fill Line to the Reservoir
Analyze route, hydraulics, pipe material, and excavation depth for approximately 900 LF of pipe capable of delivering water to the reservoir and a future reservoir (to be located directly west of the Firestone Reservoir No. 1).
- Evaluate the Discharge Line to the St. Vrain River
Analyze route, hydraulics, pipe material, and excavation depth for approximately 2600 LF of pipe for return flow to St Vrain.

- Evaluate Metering Requirements
Coordinate with Town (and Town's consultant) and State Engineer Office to determine metering and recording requirements.
- Meet with Firestone to review the Schematic designs
The goal of the meeting is to finalize the configuration and take note of any alterations before moving to the Conceptual Phase.
- Identify Easement Requirements
Coordinate with the Town to identify easement required. Prepare exhibits to support negotiations.
- Coordinate Future Needs with Town
We understand that there is the potential for additional storage in the area and, ultimately, the possibility for using the Firestone Reservoir as a potable water supply. We will consider these elements during this phase to the extent possible.

Objectives:

- Finalize project concept
- Develop schematic design
- One (1) meeting with Firestone to present and discuss schematic layout
- Two (2) site visits to coordinate with surveyor, geotechnical engineer, locates and potholing

For the Firestone meeting, the Acuity team will provide three large-scale drawings (site plan and layout, and cross-section views of inflow and outflow) to be redlined and used as brainstorming tools, in addition to the meeting agenda and minutes. Note that this scope does not include an analysis of the carrying capacity of the Rural or Last Chance ditches. We have included sixteen hours for coordination with the ditch companies and their engineers.

Deliverables and meetings:

- Meeting agendas
- Meeting minutes
- Equipment preferences
- Design Report
- Geotechnical Report
- Site Topo map and property line survey
- Site utility locates
- Pot-holes and measurements
- Wetlands Delineation Report
- Site easement survey and topographic map
- Full-size design option figures
- Prepare initial Opinion of Cost

Task 3.0 – Conceptual Design (35%) – (Permitting Set)

With the key options narrowed down through the successful earlier design phase, the Team will begin preparation of the 35% conceptual plan design. This phase will allow us to appropriately incorporate staging into the design, further quantify the construction costs, and identify more specific design, process, and layouts. Quality communication through this stage is very important to a smooth design. It is our intention to meet with Firestone monthly (at a minimum) to address different project aspects as they are designed. Firestone will conduct a plan review and provide comments at the end of this phase. We will also seek a contractor review of the plans for constructability and phasing.

During this task we will prepare preliminary system curves for the selected configuration for sizing the submersible pumps, pipes, and concrete structures.

This set (35%) will be sent to permitting agencies once we have identified a strategy.

For this proposal we have assumed that a Nationwide 404 permit will be required. We will evaluate an alternative that could avoid the 404 process and, if applicable could result in a lower permitting cost. Conversely, if an individual 404 is required the permitting cost could be substantially higher.

Objectives, deliverables, and meetings:

- Site Design
 - Calculate material quantities
 - Preliminary sheet list
 - Preliminary list and index of specifications
 - Preliminary list of details
- 35% design Opinion of Cost
- Prepare “Permit Set” (35% design)
- Deliver plans and Opinion of Cost to Firestone for review
- Four (4) meeting with Firestone to review 35% design progress
- Meeting agendas
- Meeting minutes
- The 35% submittal will include the following:
 - Title Sheet,
 - General Notes and Project Vicinity Sheet,
 - Site Plan with existing and proposed topography around boundary of reservoir
 - Access/staging plan
 - Restoration/Landscape design
 - Intake and Reservoir pump station floor plans and elevation views
 - Pump station(s) layout
 - Energy dissipater/outlet structure at Reservoir
 - Intake vault details at Last Chance Ditch
 - Fill pipeline to reservoir plan and profile
 - Return pipeline to river plan and profile
 - Irrigation line to Town plan and profile to property line
 - Consultation with structural engineer and electrical engineer to review 35% structure layout and site concepts

- SCADA will be performed by the Town, we have included hours for coordination
- Submit to reviewing agencies for environmental permitting and comment

4.0 - Preliminary design (65%)

With the design concepts firmly in place, we will consider input from the Town and reviewing agencies. The electrical and structure teams will begin preliminary designs. We will also estimate the capital and O&M costs for each configuration for Firestone to consider during their review.

Objectives:

- Updates to previously submitted drawings
- Make revisions and add final notes to plans
- Preliminary structural drawings for the river intake structure, headwalls, pump stations, wet wells, and vaults including plans and sections
- Preliminary Electrical drawings
 - Electrical Site Plan,
 - Electrical Floor Plans, and
 - Electrical One-Line and Panel Schedule
- Calculate material quantities
- Details
- Erosion and sediment control plans
- Draft preliminary specifications and contract documents
- Submit updated documents to permitting agencies as necessary
- Third engineer's opinion of probable construction cost
- Additional submittal to Firestone for comments
- Comment revisions

Deliverables and meetings:

- 65% design plans (second review set) and specifications for review (2 hardcopy sets, 1 electronic set)
- 65% design plan and specification redlines from Firestone
- Draft contract documents
- Final supporting permit documents, as necessary
- One (1) meeting with Town
- Meeting agenda
- Meeting minutes

We will submit the 65% submittal to the town for review and will meet to go over the comments. Afterwards, we will finalize the drawings and specifications for bidding.

5.0 - Final Design (95%) and Construction Documents

Following the 65% Preliminary Design and receiving feedback from Firestone and available permitting comments, we will continue with 95 % final design (Bid Set). This phase comprises final design adjustments and incorporating them into the contract documents (project manual),

final design details, completing technical specifications with measurement and payment sections, completing a engineers final opinion of probable cost, corresponding bid schedule and a review of project by Firestone. Coordination of final permit comments and scheduling will be completed during this phase. We anticipate the final bid set drawings will consist of approximately seventy sheets.

Task 6.0 - Project Bidding / Award

The Team will be readily available to field calls from prospective bidders to answer questions regarding the project plans and specifications. We will attend the pre-bid meeting and prepare addendum(s) to clarify the intent of the design based on questions from potential bidders. We will also review and comment on required bid submittals prior to bidding. The Acuity Team will then open the bids with Firestone, tabulate the bids, and make a recommendation on the results.

Prior to construction, the Team will coordinate and conduct a field walkthrough with Firestone and collect a photo inventory of existing conditions.

Objectives:

- Prepare advertisement for bid
- Address bidding questions
- Prepare addendum(s)
- Bid submittal review
- Open and evaluate bids and make recommendation
- Preliminary walkthrough and existing conditions photos

Deliverables and meetings:

- Attend one (1) pre-bid meeting
- Attend one (1) bid opening
- Tabulate bids, analyze and make recommendation
- Coordinate and conduct field walkthrough and photo inventory
- Review and redline submittals

Task 7.0 - (NOT PROPOSED) Construction Administration

The Team can provide construction observation services as requested by the Town. This may include: day-to-day inspections, coordinate staking, communicate daily with the project manager and Firestone, measure and track contract quantities, coordinate independent materials testing, and communicate the owner. These services are not included in this proposal.

FIRESTONE RESERVOIR #1 PRELIMINARY BUDGET 9/13/18

TASK	Preliminary Schedule (not including Town or Regulatory review time)	Total	Sub-Total	Team
1 Kickoff & Project Coordination/Meeting throughout project schedule			\$ 53,973.00	Civil***
		\$ 53,973.00		
2 Schematic Design (15%)	7 weeks		\$ 51,390.00	Civil***
			\$ 9,500.00	Survey
			\$ 16,000.00	Geo*
			\$ 8,000.00	Potholes/Locates
			\$ 5,000.00	Environmental**
		\$ 84,890.00		
3 Conceptual Design (35%)	8 weeks		\$ 75,285.00	Civil***
			\$ 2,000.00	Electrical
			\$ 14,500.00	Environmental**
		\$ 91,785.00		
4 Preliminary Design (65%)	11 weeks		\$ 85,895.00	Civil***
			\$ 7,000.00	Electrical
			\$ 42,000.00	Structural
			\$ 19,500.00	Environmental**
		\$ 154,395.00		
5 Final Design (95%)	11 weeks		\$ 85,620.00	Civil ***
			\$ 10,000.00	Electrical
			\$ 42,000.00	Structural
			\$ 3,000.00	Environmental**
		\$ 140,620.00		
6 Bidding	7 weeks		\$ 25,955.00	Civil***
			\$ 1,000.00	Electrical
			\$ 1,440.00	Structural
		\$ 28,395.00		
PROJECT TOTAL	58 weeks	\$ 554,058.00		
ADD PUMP STATION AT LC DITCH			\$ 57,150.00	CIVIL/ELECTRICAL***
			\$ 22,360.00	STRUCTURAL
		\$ 79,510.00		
ADD HEC-RAS MODELING OF LAST CHANCE DITCH (to be prorated, as needed)			\$ 30,000.00	
		\$ 30,000.00		

Assumptions:
See "Exhibit A" for detail of scope

*Geotech fee based on \$1M E&O Insurance

**Environmental Fee based on obtaining Nationwide Permit for work in Last Chance Ditch

***Civil Fee does not include flood plain modelling or LOMR/CLOMR in Ditch or St. Vrain River

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: **Acuity, LLC**
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Prospective Contractor : Acuity, LLC

By: _____

Title: _____

Attest: _____