



## BOARD OF TRUSTEES

### REGULAR MEETING AGENDA

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July 24, 2019  
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 July 10, 2019 Parks, Trails & Recreation Advisory Board/Board of Trustees Joint Meeting Minutes and July 10, 2019 BOT Regular Meeting Minutes
  - 5.b. **Resolution 19-58**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT WITH CESARE, INC., FOR GEOTECHNICAL OBSERVATION AND MATERIALS TESTING SERVICES FOR THE WOOSTER AVENUE STREET REPLACEMENT PROJECT
  - 5.c. **Resolution 19-61**: A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN-LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO
  - 5.d. **Resolution 19-62**: A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ASSIGNMENT OF DEVELOPMENT AGREEMENT, HOLIDAY INN EXPRESS FINAL DEVELOPMENT PLAN
  - 5.e. **Resolution 19-69**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

\* 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 Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

**5.f.** Leonard Rice Engineering - Work Order # 2019-07 - Deep Well Injection for Water Treatment Plant

**5.g.** Leonard Rice Engineering - Work Order # 2019-08 - SPWRAP

**6. Presentation**

**6.a.** 2018 Court Report - Municipal Court Presentation - Judge Basso

**7. Public Hearing**

**7.a.** **Resolution 19-60:** A RESOLUTION APPROVING THE FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 4

**8. Discussion/Action**

**8.a.** **Resolution 19-63:** A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE ENCROACHMENT LICENSE AGREEMENT WITH BLACK DIAMOND ROCKIES MIDSTREAM LLC AND AUTHORIZING THE MAYOR TO SIGN THE ENCROACHMENT LICENSE AGREEMENT

**8.b.** **Resolution 19-64:** A RESOLUTION APPROVING PURCHASING OF WATER VALVE MAINTENANCE TRAILER, COMPACT EXCAVATOR, FLATBED TRAILER, AND WALK AND ROLL GRADER ATTACHMENT FOR THE PUBLIC WORKS DEPARTMENT

**8.c.** **Resolution 19-65:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC DBA DESIGN CONCEPTS FOR THE PREPARATION OF A PARKS, OPEN SPACE AND TRAILS MASTER PLAN

**8.d.** **Resolution 19-66:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND IMAGINE CHARTER SCHOOL AT FIRESTONE FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

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**8.e. Resolution 19-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING, LLC FOR GROUNDWATER ENGINEERING SERVICES

**8.f. Resolution 19-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING LLC FOR GROUNDWATER MODEL ENGINEERING SERVICES REGARDING THE GOULD PROPERTY

**8.g. Ordinance 955:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 1.16.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE MUNICIPAL CODES GENERAL PENALTY

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

**10. Reports and Committees**

**10.a.** Staff

**10.b.** Mayor

**10.c.** Trustees

**11. Adjournment**

\* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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 Clerk'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  
PARKS, TRAILS AND RECREATION ADVISORY BOARD/BOARD OF TRUSTEES  
Joint Meeting  
July 10, 2019

**1. CALL TO ORDER & ROLL CALL**

The Parks, Trails and Recreation Advisory Board/Board of Trustees of the Town of Firestone met in regular session on July 10, 2019 at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 6:31 p.m.

The following were present:

Chairperson: Chris Combs – (Absent – excused)  
Vice-Chairperson: Brandon Dewey – (Absent – unexcused)  
Board Members: Don Conyac  
Marlene Morris – (Absent – unexcused)  
Drew Peterson- (Absent – excused)  
Butch Walb – (Absent – excused)  
Jill Jennings – (Absent – excused)  
Corey Lenz  
Tom Moray

Staff: Julie Pasillas, Director of Community Resources, Todd Bjerkaas, Director of Planning; AJ Krieger, Town Manager; Leah Vanarsdall, Town Clerk

**Board of Trustees:**

Mayor: Bobbi Sindelar  
Mayor Pro-tem: Drew Peterson – (Absent – excused)  
Board Members: Don Conyac  
George Heath  
Doug Sharp  
Frank Jimenez  
Samantha Meiring

**2. ACTION / DISCUSSION**

a. Logan Simpson – Interview 6:30 pm

b. Design Concepts – Interview 7:00 pm

**Motion** by Trustee Heath, **second** by Trustee Jimenez, to select Design Concepts and instruct Staff to negotiate a contract and bring back to the Board of Trustees for approval. **Roll Call Vote:** Trustee Heath – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Meiring – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

**3. ADJOURNMENT**

The meeting was adjourned at 8:05 p.m.

Introduced and Approved this 24<sup>th</sup> day of July, 2019.

TOWN OF FIRESTONE, COLORADO

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Bobbi Sindelar, Mayor

ATTEST

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Leah Vanarsdall, Town Clerk

TOWN OF FIRESTONE, COLORADO  
Board of Trustees Regular Meeting  
July 10, 2019

**1. CALL TO ORDER & ROLL CALL**

The Board of Trustees of the Town of Firestone met for a Regular Meeting on July 10, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 8:08 p.m.

The following were present upon the call of the roll:

**Mayor:** Bobbi Sindelar

**Mayor Pro-tem:** Drew Peterson (absent – excused)

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

**Staff:** **Present:** Jan Sloat, Director of Human Resources; Tracy Case, Senior Planner; Dave Lindsay, Engineer; Marty Ostholhoff, Planning Manager; Todd Bjerkass, Director of Planning; Paula Mehle, Director of FURA & Economic Development; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Julie Pasillas, Director of Community Resources; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

**2. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Mayor Bobbi Sindelar

**3. APPROVAL OF AGENDA**

**Motion** by Trustee Meiring, **second** by Trustee Heath, to approve the Agenda. **Roll Call**

**Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

**4. PUBLIC COMMENT**

Jack Lakey – 11380 Colorado Blvd  
Paul Adams – 12654 Stone Creek Ct  
John Damsma – 4716 Colorado River Dr (Peninsula Park)  
Montee Carpio – 10185 Neighbors  
Adam Pelican – 12735 Eagle River Rd (allowing artificial turf)

**5. CONSENT AGENDA**

**Motion** by Trustee Conyac, **second** by Trustee Sharp - yes, to approve the Consent Agenda

**Roll Call Vote:** Trustee Conyac – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

**6. PUBLIC HEARING    **Open:** 9:07 pm    **Closed:** 9:24 pm**

**As Mayor** Pro-tem Peterson is not present, **Motion** by Trustee Sharp, second by Trustee Conyac to nominate Trustee Jimenez to fill in as Acting Mayor Pro-tem for the purposes of the Public Hearing. All in Favor, **Motion carried.**

Mayor Sindelar recuses herself from the Public Hearing.  
David Carro – Senior Project Mgr - Presents  
Open Houses for information were held on July 1, & 8, 2019  
Cameron Grant, Attorney  
Jake Sippy – Planner with Design Workshop – 1390 Lawrence St, Ste 100 , Denver, CO

**Public Comment:**

Don Griffith - 12786 River Rock Way  
Brandon Hystep – 12817 Park Creek Way  
Adam Pelican – 12735 Eagle River Rd

**a. Resolution 19-55:** A RESOLUTION FOR ST VRAIN LAKES METROPOLITAN DISTRICT NO. 1 FOR APPROVAL OF FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 1, 3<sup>RD</sup> REPLAT

**Motion** by Trustee Conyac, **second** by Trustee Sharp, to approve **Resolution 19-55:** A RESOLUTION FOR ST VRAIN LAKES METROPOLITAN DISTRICT NO. 1 FOR APPROVAL OF FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 1, 3<sup>RD</sup> REPLAT

**Roll Call Vote:** Trustee Meiring – no, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Acting Mayor Pro-tem, Jimenez – yes. **Motion carried** with a vote of 4-1.

**7. DISCUSSTION/ACTION ITEMS**

**a. Ordinance 954:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTERESTS NECESSARY TO PROVIDE, OPERATE AND MAINTAIN A WATER PIPELINE FOR THE CONVEYANCE OF WATER

**Motion** by Trustee Conyac, **second** by Trustee Heath, to adopt **Ordinance 954:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTERESTS NECESSARY TO PROVIDE, OPERATE AND MAINTAIN A WATER PIPELINE FOR THE CONVEYANCE OF WATER

**Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Conyac – yes, Trustee Sharp –yes, Trustee Heath – yes. All in Favor, **Motion carried.**

**b. Appointments to the Planning Commission**

**Motion** by Trustee Jimenez, **second** by Trustee Meiring, to appoint John Damsma and Dennis Haney to the Planning Commission with their terms to begin Thursday, July 11, 2019 and to appoint Alexandra Kim as an Alternate to the Planning Commission. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

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

**9. REPORTS/COMMITTEE UPDATES**

**a. Staff**

- b. Mayor
- c. Trustees

**10. EXECUTIVE SESSION** Open: 10:31 pm Closed: 10:53 pm

- a. An **Executive Session**, pursuant to C.R.S. 24-6-402(4)(e)(I), for purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators regarding the creation of a water authority.

Staff included for Session 1: AJ Krieger, Town Manager, William Hayashi, Town Attorney; Julie Pasillas, Director of Community Resources; Dave Lindsay, Town Engineer.

Open: 10:55 pm Closed: 11:14 pm

- b. An **Executive Session** pursuant to C.R.S. 24-6-402(4)(e)(I), for a personnel matter regarding the Board of Trustees review of the Town Clerk.

**Motion** by Trustee Sharp, **second** by Trustee Conyac, to adjourn into **Executive Session** pursuant to C.R.S. 24-6-402(4)(e)(I), for purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators regarding the creation of a water authority and pursuant to C.R.S. 24-6-402(4)(e)(I), for a personnel matter regarding the Board of Trustees review of the Town Clerk. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

Staff included for Session 2: Leah Vanarsdall, Town Clerk

**Motion** by Trustee Sharp, **second** by Trustee Conyac to appoint Trustee Jimenez as a point of Contact/Liaison to provide HR/Management duties for the Town Clerk with Trustee Meiring as back-up and all Trustees to be able to fill this role upon unavailability of Trustee Meiring or Trustee Jimenez. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

**11. ADJOURNMENT**

**Motion** by Trustee Meiring, **second** by Trustee Conyac, to adjourn meeting at 11:29 pm. All in Favor, **Motion carried.**

Introduced and Approved this 24<sup>th</sup> day of July, 2019.

TOWN OF FIRESTONE, COLORADO

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Bobbi Sindelar, Mayor

ATTEST

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Leah Vanarsdall, Town Clerk

**RESOLUTION 19-58**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH  
CESARE, INC., FOR GEOTECHNICAL OBSERVATION AND  
MATERIAL TESTING SERVICES FOR THE WOOSTER AVENUE  
STREET REPLACEMENT PROJECT**

WHEREAS, the Town of Firestone is in need of geotechnical observation and material testing services for its Wooster Avenue Street Replacement Project (“Project”); and

WHEREAS, Cesare, Inc., has the skill and experience to perform the required geotechnical observation and material testing services required for the Project; and

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

The Agreement between the Town of Firestone and Cesare, Inc., for geotechnical observation and material testing services for the Wooster Avenue Street Replacement Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this 24<sup>th</sup> day of July, 2019.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney





Grant Avenue

Wooster Avenue

Fourth Street

Third Street

Second Street

First Street





**TO:** Ms. Julie Pasillas, Community Resource Director

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

**DATE:** June 28, 2019

**SUBJECT:** Wooster Avenue Waterline Replacement Project

**PROJECT No.:** 0668.0184.08

**BUDGET GL#:** 800.8000.5000.000.221

On June 27, 2019 we opened the bid for the Wooster Avenue Street Replacement Project construction. We publicly advertised the project, eight contractors attended the mandatory pre-bid meeting and three submitted bids. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares the bids and our final construction cost estimate is attached for your reference. PLM Asphalt and Concrete, LLC provided a total construction bid of \$376,704.00.

This is the first project PLM Asphalt and Concrete, LLC (PLM) has submitted a bid on in the Town. Based on references and submitted qualifications PLM has always been responsive to their projects in surrounding jurisdictions and for developers.

Based on the information provided in the bid, we recommend the Firestone Board of Trustees award the construction contract for the Wooster Avenue Street Replacement Project to PLM Asphalt and Concrete, LLC.

Below is the project budget tracking information.

| DESCRIPTION                       | 2019<br>BUDGET      | CONTRACT<br>AMOUNT  | ACTUAL<br>COST | BUDGET to ACTUAL<br>DIFFERENCE |
|-----------------------------------|---------------------|---------------------|----------------|--------------------------------|
| Wooster Avenue Street Replacement | \$490,160.00        | \$376,704.00        | \$0.00         | \$490,160.00                   |
| Materials Testing                 | \$14,640.00         | \$9,960.00          | \$0.00         | \$14,640.00                    |
| Construction Engineering          | \$48,800.00         | \$36,200.00         | \$0.00         | \$48,800.00                    |
| <b>Total Project</b>              | <b>\$553,600.00</b> | <b>\$422,864.00</b> | <b>\$0.00</b>  | <b>\$553,600.00</b>            |



**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE  
AND CESARE, INC.  
FOR GEOTECHNICAL ENGINEERING SERVICES**

**1.0 PARTIES**

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Cesare, Inc.**, a Colorado corporation, 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 geotechnical engineering field services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”) for the Wooster Avenue Waterline Replacement Project.
- 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 at the hourly rates plus expenses set forth in Exhibit “A;” provided, however, that the total amount payable for Services under this Agreement shall in no event exceed \$9,960.00. 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 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 Dave Lindsay, Town Engineer, 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 Town Engineer and such person's designees.
- 5.2 The Consultant designates John Durkin, Principle, 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, particularly John Durkin, 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 commence upon execution by the Town and shall proceed until the construction work is completed (currently anticipated to be July 26, 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 ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
  - 7.1.4 General liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) 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~~ *not endorsable JGD* 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 (presently \$350,000 per

person and \$990,000 per occurrence) 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 or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.



## **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.

## **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: Town Manager  
151 Grant Ave.  
P.O. Box 100  
Firestone, Colorado 80520  
Telephone: (303) 833-3291  
Fax: (303) 833-4863

If to the Consultant:

John Durkin, PE  
Cesare, Inc.  
7108 South Alton Way, Building B  
Centennial, CO 80112

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Town Clerk

CESARE, INC.  
a Colorado corporation,

By:  \_\_\_\_\_

Date: June 24, 2019

Title: Principal Engineer

# EXHIBIT A



June 21, 2019

Ms. Lindsey Green, P.E.  
Colorado Civil Group, Inc.  
5110 Granite Street, Unit D  
Loveland, CO 80538

Subject: Proposal for Materials Testing and Construction Observation  
Wooster Avenue Street Replacement  
Firestone, Colorado  
Proposal No. F190601

Dear Ms. Green:

Cesare, Inc. (Cesare) is pleased to submit this proposal for quality assurance materials testing and construction observation for the Wooster Avenue Street Replacement project in the Town of Firestone, Colorado. The project generally consists of:

- removing exiting asphalt paving on Wooster Avenue for approximately 1,640 feet between 1st Street and 4th Streets
- concrete curb, gutter, and sidewalk removal at various locations
- earthwork and backfill, placement and compaction of materials, as necessary, to construct the roadway subgrade
- construction of concrete curb, gutter, and sidewalk,
- placement of 5 inches of full depth new asphalt pavement
- striping and signage
- storm water and erosion control
- traffic control
- miscellaneous appurtenances

Based on project plans dated June 2019 and Town of Firestone specifications, this project will require material testing and observation during construction. The project is anticipated to be awarded in July 2019 construction will start shortly thereafter with project completion anticipated by October 2019.

Based on our understanding of the project and previous experience providing material testing on similar construction projects in the Town of Firestone, we propose the following:

**TASK 1 – EARTHWORK TESTING AND FIELD OBSERVATION**

Cesare personnel will obtain samples of onsite and import soil, and conduct laboratory testing, as necessary, to determine applicable engineering properties. Cesare will observe embankment fill, structural fill, trench backfill and aggregate base material placement, as requested. Field tests will be performed for moisture and density using test method ASTM D6938 (nuclear gauge method), as necessary and required per project specifications; and observe subgrade conditions for structures and pavement areas prior to placement of concrete or hot mix asphalt.

**TASK 2 – CONCRETE TESTING**

Cesare personnel will conduct concrete tests in accordance with project specifications using ASTM test standards. Sets of five cylinders will be cast for compressive strength determinations. Four inch by eight inch cylinders will be utilized, unless otherwise required. One cylinder will be compression tested at 3 days or earlier as requested, one cylinder will be tested at 7 days, two cylinders will be tested at 28 days, and one cylinder will be held. The held cylinder will not be tested unless the 28 day compressive strength average does not achieve specified strength. At a minimum, concrete wet properties testing will be conducted on the first load of the day, and one set of cylinders will be obtained for every 50 cubic yards of each type of concrete placed in any one day, or a minimum of one set per day of placement.

In accordance with ACI 301 criteria, Cesare will make reasonable efforts to accomplish curing in general accordance with ASTM C31. It is essential for concrete to cure properly, especially at early age, therefore, onsite curing facilities should be jointly developed and agreed to prior to the onset of concrete construction.

**TASK 3 – HOT MIX ASPHALT (HMA) TESTING**

Cesare personnel will conduct density tests on the in-place HMA using a nuclear density gauge (ASTM D2950 test method). As a minimum, one density test will be conducted for each 150 feet per lane of lift of HMA placed, with a minimum of two tests, per lift, in each area placed. Bulk samples of the HMA will be collected during placement and tested in the laboratory for maximum theoretical specific gravity, asphalt content, and gradation.

**TASK 4 – LABORATORY TESTING**

Laboratory testing will be performed as indicated in the Quality Assurance Materials Testing and Construction Observation Cost Estimate (attached).

**TASK 5 – REPORTING, CONSTRUCTION MEETINGS AND SITE VISITS**

Field, laboratory, and summary reports will be issued electronically that summarize the field testing, field observations, and laboratory testing for Tasks 1 through 4. The reports will be emailed to designated parties, as requested. During the course of construction, however, we will inform you of test results, especially any results failing to meet specifications. Cesare commits to our attendance at construction meetings with owners and contractors. We anticipate project oversight and site visits by Cesare project manager as needed.

**ESTIMATED FEES**

Cesare's estimated fees are shown in the Quality Assurance Materials Testing and Construction Observation Cost Estimate (attached). All final costs are a function of time spent on each task at the assigned fee rate. This proposal is an estimate of the number of hours that will be spent on each task based on the information provided, the plans and specifications, other jobs of similar size, and assumes no significant problems due to non-conformance or delay by the subcontractors or contractor. Cesare will perform tasks on an "as needed" basis.

**Cesare requires a minimum 24 hours notice for all testing and construction observation.**

All requests for services on weekend days must be scheduled by 4:00 PM on Thursday. All scheduling must be conducted through Cesare's assigned project manager or main office and not through field personnel unless other arrangements are made prior to Cesare rendering services. Should additional services be required outside this scope of work, they may be provided at the hourly rates listed in our current schedule of fees, only after Client's authorization in writing. Our proposal assumes a workday of 8 hours and a workweek of 40 hours. **Fees exceeding 8 hours per day or 40 hours per week and hours worked on weekends will include an Overtime Premium at a rate of 1.3 times the rates indicated in our schedule of fees. Hours worked on Cesare paid holidays will be invoiced at 2 times the standard rate indicated. A Night Shift Premium will be invoiced at the Standard Rate plus \$5 per hour (6 PM to 6 AM).**





**QUALITY ASSURANCE MATERIALS TESTING AND  
CONSTRUCTION OBSERVATION COST ESTIMATE**  
Wooster Avenue Street Replacement  
Town of Firestone, Colorado  
Proposal No. F190601  
June 21, 2019

|                                                         | <b>Estimated<br/>Trips/<br/>Quantity</b> | <b>Trip<br/>Rate</b> | <b>Total</b>   |
|---------------------------------------------------------|------------------------------------------|----------------------|----------------|
| <b>Earthwork Testing and Field Observation</b>          |                                          |                      |                |
| Field technician (soil)                                 | 10                                       | \$225                | \$2,250        |
| Field technician (soil sample pick-up)                  | 1                                        | \$100                | \$100          |
| <b>Earthwork Testing Subtotal</b>                       |                                          |                      | <b>\$2,350</b> |
| <b>Concrete Testing</b>                                 |                                          |                      |                |
| Field technician (concrete)                             | 4                                        | \$250                | \$1,000        |
| Field technician (concrete cylinder pick-up)            | 4                                        | \$100                | \$400          |
| <b>Concrete Testing Subtotal</b>                        |                                          |                      | <b>\$1,400</b> |
| <b>Hot Mix Asphalt Testing</b>                          |                                          |                      |                |
| Field technician-full day (asphalt)                     | 4                                        | \$750                | \$3,000        |
| <b>Hot Mix Asphalt Testing Subtotal</b>                 |                                          |                      | <b>\$3,000</b> |
| <b>Laboratory Testing</b>                               |                                          |                      |                |
| Proctor and classification                              | 2                                        | \$325                | \$650          |
| Compressive strength testing (5 cylinders per set)      | 20                                       | \$15                 | \$300          |
| Theoretical maximum specific gravity (Rice value)       | 4                                        | \$80                 | \$320          |
| AC content (chemical extraction) with gradation         | 4                                        | \$235                | \$940          |
| <b>Laboratory Testing Subtotal</b>                      |                                          |                      | <b>\$2,210</b> |
| <b>Reporting, Construction Meetings and Site Visits</b> |                                          |                      |                |
|                                                         | 4                                        | \$250                | \$1,000        |
| <b>Estimated Total</b>                                  |                                          |                      | <b>\$9,960</b> |

- 1) Trip rate includes travel, equipment, field testing, project management, principal review, and daily reporting.
- 2) Trip rate for embankment and backfill testing technician is based on 3 hours onsite, travel and field documentation.
- 3) Trip rate for concrete testing technician is based on 3 hours onsite, travel and field documentation.
- 4) Trip rate for asphalt testing technician is based on 10 hours onsite, travel and field documentation.
- 5) Additional technician time onsite and sample pick-up will be charged at \$85 per hour.
- 6) Additional trips over the estimated quantity will be invoiced at the trip rate indicated above.
- 7) Additional laboratory testing, engineering, and consultation will be provided "as needed" or requested at schedule of fees.

Corporate Office: 7108 South Alton Way, Building B • Centennial, CO 80112  
Locations: Centennial • Frederick • Silverthorne • Crested Butte/Salida  
Phone 303-220-0300 • [www.cesareinc.com](http://www.cesareinc.com)

## **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)**

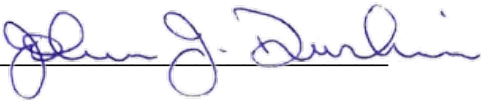
From: Cesare, Inc.  
(Prospective Contractor)

To: Town of Firestone

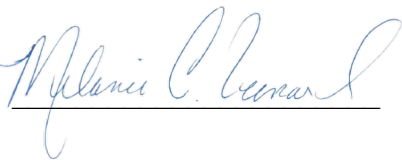
As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification 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 24th day of June, 2019.

Prospective Contractor: Cesare, Inc.

By: 

Title: Principal Engineer

Attest: 

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: July 24, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

#### **AGENDA TITLE**

**Resolution 19-61:** A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN-LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO

#### **SUMMARY**

Firestone accepts cash-in-lieu of actual dedication water for projects that require less than 1.8 acre-feet or 3 C-BT to satisfy dedication requirements. The cash-in-lieu amount is a function of the current market value of C-BT water and estimated administrative costs of the Town to purchase water. Attached is a resolution for consideration by the Board of Trustees to adjust the cash-in-lieu of dedication amount reflective of market value of C-BT.

#### **HISTORY AND PREVIOUS BOARD ACTION**

The current cash-in-lieu amount was set at \$43,900.00/C-BT Share per Resolution No. 19-43.

#### **RECOMMENDATION**

Staff recommends the Board of Trustees approve the resolution setting the new cash-in-lieu amount of dedication of Water Shares at \$56,925.00.

#### **ALTERNATIVES**

The Board could choose to leave the amount at its current level or direct staff to prepare a resolution with a different amount.

#### **ATTACHMENTS**

1. Resolution 19-61 Cash in Lieu Rate

#### **FINANCIAL CONSIDERATIONS**

N/A at this time.

RESOLUTION NO.19-61

A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN- LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO.

WHEREAS, the Town operates a municipal water system and requires the dedication of water rights in connection with the annexation, subdivision and development of, and water service to, properties within the Town; and

WHEREAS, pursuant to Sections 1.08.050 and 13.08.010 of the Firestone Municipal Code, the Town allows, under prescribed circumstances and in the sole and absolute discretion of the Town, for the dedication requirement to be met by payment of cash in lieu of dedication; and

WHEREAS, Sections 1.08.050 and 13.08.010 provide that the rate for payments of cash-in-lieu of water rights shall be as determined by the Board of Trustees from time to time by resolution, such rate to be not less than one hundred and ten percent (110%) of the then-current price of a Colorado Big Thompson (“CBT”) unit, with an assumed annual yield of 0.60 acre-feet of actual water per CBT unit; and

WHEREAS, the Board of Trustees previously approved a resolution setting the payment rate at \$43,900.00 per unit of CBT water; and

WHEREAS, the Board of Trustees desires to re-adopt such rate and confirm the assumed yield requirements of Sections 1.08.050 and 13.08.010 of the Firestone Municipal Code;

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

**Section 1.** Effective upon the adoption of this resolution, the payment rate for payments of cash-in-lieu of water rights dedications shall be \$56,925.00 per unit of Colorado Big Thompson (“CBT”) water, with an assumed yield of 0.60 acre-feet per CBT unit. Said rate shall remain in effect until revised by subsequent resolution of the Board of Trustees.

**Section 2.** The charges set by this resolution shall supersede and replace any charges previously set or adopted by the Board of Trustees for the same purpose.

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

PASSED AND ADOPTED THIS 24TH DAY OF JULY, 2019.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: July 24, 2019

Initiated By:

Dept: Planning & Zoning

#### **AGENDA TITLE**

**Resolution 19-62:** A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ASSIGNMENT OF DEVELOPMENT AGREEMENT, HOLIDAY INN EXPRESS FINAL DEVELOPMENT PLAN

#### **SUMMARY**

On September 9, 2014, M & H Investment, Inc., the owner of Lot 8, Block 1, Del Camino Junction Business Park Minor Plat entered into a Development Agreement with the Town of Firestone for the Holiday Inn Express Final Development Plan. The Development Agreement details the rights and obligations of the developer and Town in order to construct the Holiday Inn Express hotel. Subsequently on August 7, 2018, M & H Investment entered into the First Amendment to Development Agreement Holiday Inn Express Final Development Plan in order to update construction deadlines and to provide for additional improvement guarantee to be collected by the Town.

M & H Investment desires to convey Lot 8, Block 1, Del Camino Junction Business Park Minor Plat and assign the Development Agreement along with its rights and obligations including the improvement surety to Firestone Express, LLC.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On September 9, 2014, M & H Investment, Inc., the owner of Lot 8, Block 1, Del Camino Junction Business Park Minor Plat entered into a Development Agreement with the Town of Firestone.

On August 7, 2018, M & H Investment, Inc., the owner of Lot 8, Block 1, Del Camino Junction Business Park Minor Plat entered into a First Amendment to Development Agreement Holiday Inn Express Final Development Plan with the Town of Firestone.

#### **RECOMMENDATION**

Staff recommends that the Board approve the attached draft resolution authorizing the Mayor to sign the Assignment of Development Agreement, Holiday Inn Express Final Development Plan.

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. 5d - Reso 19-62 Holiday Inn Express Assignment Approval

#### **FINANCIAL CONSIDERATIONS**

None



## **RESOLUTION 19-62**

### **A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ASSIGNMENT OF DEVELOPMENT AGREEMENT, HOLIDAY INN EXPRESS FINAL DEVELOPMENT PLAN**

WHEREAS, on September 9, 2014, M & H Investment, Inc., (“M & H”), a Colorado corporation, entered into a Development Agreement (“Agreement”) for Holiday Inn Express Final Development Plan with the Town of Firestone (“Town”) and such agreement was recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 4047490 on September 22, 2014; and

WHEREAS, on August 7, 2018, M & H entered into a First Amendment to Development Agreement for Holiday Inn Express Final Development Plan (“First Amended Agreement”) with the Town and such agreement was recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 4431236 on September 17, 2018; and

WHEREAS, Section 9 of the Agreement permits the assignment of the agreement to other parties upon written approval of the Town; and

WHEREAS, M & H provided notice to the Town of its intent to convey Lot 8, Block 1, Del Camino Junction Business Park Minor Plat to Firestone Express, LLC (“Firestone”), and assign the rights and obligations of the Agreement and First Amended Agreement to Firestone; and

WHEREAS, M & H and Firestone request approval of the Assignment of Development Agreement by the Town; and

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado, considered the Assignment of Development Agreement, Holiday Inn Express Final Development Plan, attached here to as Exhibit A, on July 24, 2019; and

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

**Section 1.** The Board of Trustees of the Town of Firestone hereby approves the Assignment of Development Agreement, Holiday Inn Express Final Development Plan, and authorizes the appropriate Town Official to sign and bind the Town to the Agreement.

**INTRODUCED, READ AND ADOPTED** this 24th day of July, 2019.

TOWN OF FIRESTONE, COLORADO

---

Bobbi Sindelar, Mayor

ATTEST:

---

Leah Vanarsdall, Town Clerk

Exhibit A  
Assignment of Development Agreement  
Holiday Inn Express FDP  
Lot 8, Block 1, Del Camino Junction Business Park Minor Plat

**ASSIGNMENT OF DEVELOPMENT AGREEMENT  
(Holiday Inn Express FDP)**

**THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT** (“Assignment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation (“Town”), **M & H INVESTMENT, INC.**, a Colorado corporation (“M & H” or “Assignor”), and **FIRESTONE EXPRESS, LLC**, a Colorado limited liability company (“Firestone” or “Assignee”).

**WHEREAS**, on September 9, 2014, M & H and the Town entered into that certain DEVELOPMENT AGREEMENT (the “Agreement”) relating to certain real property located in the Town of Firestone, Colorado, commonly known as 11256 Business Park (the “Property”), whereby M & H would provide for certain public improvements required to be constructed under an approved Final Development Plan (“FDP”) and to serve a Holiday Inn Express hotel situated upon the Property, and which are more particularly described in Exhibit B to the Agreement;

**WHEREAS**, M & H desires to assign to Firestone all of its rights, title, interest, and obligations under the Agreement, and Firestone desires to fulfill the Agreement’s obligations; and

**WHEREAS**, Section 9 of the Agreement requires M & H to provide to the Town written notice of any proposed transfer, assignment or delegation of all or any portion of M & H’s rights and obligations under the Agreement to any successor; and

**WHEREAS**, Section 9 of the Agreement further provides that any of the rights and obligations of M & H under the Agreement may not be assigned without the written consent of the Town; and

**WHEREAS**, the Town consents to the proposed Assignment of the Agreement from M & H to Firestone upon the terms and conditions set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, covenants, terms, conditions, restrictions and requirements set forth herein, the parties agree as follows:

1. **Incorporation of Recitals.** The Parties hereby incorporate the recitals above as part of their agreement as if fully set forth herein.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, M & H hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title, interest, duties and obligations set forth in the Agreement (“Assigned Rights and Obligations”).

3. **Assumption of Obligations.** Assignee hereby assumes and agrees to perform all of the commitments, obligations, terms, provisions, conditions and covenants of the Assigned Rights and Obligations.

5

4. **Replacement Guarantee.** Concurrently with the execution of this Assignment, Assignee shall furnish to the Town an improvement guarantee pursuant to, and in accordance with, Section 3 of the Agreement to replace the cash guarantee provided by Assignor (the “Replacement Guarantee”) to ensure completion of the public improvements.

5. Release of Guarantee. To obtain from the Town a release of the improvement guarantee provided by Assignor, Assignor shall submit a written request for release of the guarantee (the "Release Letter"). The Release Letter shall provide: (a) confirmation of the Assignment; and (b) if the guarantee is in the form of cash, written authorization by Assignor or other person who provided the cash guarantee on behalf of Assignor to release the cash funds held by the Town to Assignor or an entity that is legally authorized to receive such funds on behalf of Assignor, along with wiring instructions, if any; or (c) if the guarantee is in the form of an irrevocable letter of credit or surety bond, a draft release of such irrevocable letter of credit or surety bond to be submitted to the entity or banking institution that issued such irrevocable letter of credit or surety bond. Provided the Town is in receipt of the Replacement Guarantee, the Town shall release the cash funds in accordance with Assignor's Release Letter, or shall execute and deliver the draft release to the appropriate banking or financial institution.

6. Entire Agreement. This Assignment embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Assignment may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

7. Section Headings. The section of headings is inserted herein only for convenience or reference, and in no way shall be defined to limit or describe the scope or intent of any of the provisions in this Assignment.

8. Successors and Assigns. This Assignment shall be binding upon the parties and the successor entity of any party and will be deemed a covenant running with land included within the FDP and will be binding upon all successors in ownership of the land within the FDP.

9. Counterparts. This Assignment may be executed in any number of counterparts, and, when so executed, shall constitute a single, binding agreement between those persons who have executed such counterparts.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment of Development Agreement as of the day and year first above set forth.

*[signature page follows]*

**FIRESTONE EXPRESS, LLC**

a Colorado limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF COLORADO       )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of **FIRESTONE EXPRESS, LLC**, a  
Colorado limited liability company.

Witness my hand and official seal.

My commission expires:\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

**M & H INVESTMENT, INC.**  
a Colorado corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF COLORADO       )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of **M & H INVESTMENT, INC.**, a Colorado  
corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF NOTICE AND CONSENT TO ASSIGNMENT

The Town of Firestone acknowledges receipt of notice of this Assignment, and acknowledges to Assignor and Assignee that the foregoing Assignment is consented to by:

**TOWN OF FIRESTONE, COLORADO**

By: \_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: July 24, 2019

Initiated By: David Montgomery

Dept: Police

#### **AGENDA TITLE**

**Resolution 19-69:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

#### **SUMMARY**

Attached is a draft agreement between the Town and the St Vrain Valley School District (SVVSD) for the 2019/2020 school year to provide a School Resource Officer Program. This agreement has been reviewed by the Town and SVVSD Staff and is a cooperative effort to provide a public safety presence and outreach in the SVVSD schools within the Town limits of Firestone.

#### **HISTORY AND PREVIOUS BOARD ACTION**

An IGA for a Joint School Resource Officer has been executed annually for the past several school years since 2009.

#### **RECOMMENDATION**

Staff recommends that the Board approve the attached Intergovernmental Agreement between the Town of Firestone and St Vrain Valley School District RE-1J for a Joint School Resource Officer Program.

#### **ALTERNATIVES**

Provide staff with additional direction

#### **ATTACHMENTS**

1. 5e - Reso 19-69 St Vrain School Resource Officer IGA
2. 5e - SRO IGA 2018-2019 TOF-SVVSD

#### **FINANCIAL CONSIDERATIONS**

The School District will pay one-half of the School Resource Officer's salary prorated for a nine (9) month school period. The Town will fund the remaining one-half.



**RESOLUTION 19-69**

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

WHEREAS, the Town and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town of Firestone and the St. Vrain Valley School District RE-1J have jointly developed a School Resource Officer Program to establish a positive relationship between students and law enforcement and to prevent delinquency, alcohol and substance abuse, and other issues affecting the community's youth; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement and youth and in the prevention of delinquency and other youth issues.

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

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

**INTRODUCED, READ AND ADOPTED** this 24<sup>th</sup> day of July, 2019.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF FIRESTONE AND  
ST. VRain VALLEY SCHOOL DISTRICT RE-1J  
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) is made by and between the TOWN OF FIRESTONE (Town) and ST. VRain VALLEY SCHOOL DISTRICT RE-1J (School District).

WHEREAS, the Town of Firestone, the School District, and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town of Firestone and the School District have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty, and young people and in the prevention of delinquency;

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

**I.  
SCOPE OF SERVICES**

- A. The School Resource Officer shall be assigned to work with the administration, faculty, and students of Coal Ridge Middle School, Prairie Ridge Elementary School and Centennial Elementary School, and may perform functions including, but not limited to, the following:
1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.
  2. Conduct or assist in the investigation of offenses on campus.
  3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the schools.

4. As requested by Schools' staff, provide instructional resources for classroom presentations, as time permits.
5. Enforce state statutes and municipal codes as appropriate.
6. Appear in court and assist in prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on the campuses.
8. Provide visible presence on the campuses.
9. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other grounds of the schools.
10. Attend school-related functions during normal classroom hours. Officer may be asked to adjust his/her hours from time to time to attend social events such as school dances and sporting events, etc. This type of adjustment is generally reserved for the Middle School. This will not replace security and off-duty work already in place.
11. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents.
12. Provide a monthly report of activities to the School District Security Director.

## **II. PROGRAM ADMINISTRATION**

- A. **Employment.** The School Resource Officer shall be a regular employee and certified police officer of the Town of Firestone. The Officer will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Town of Firestone. The Officer also will comply with the policies and regulations of the School District, to the extent that such policies and regulations are not in conflict with those of the Town of Firestone; are not in conflict with other terms contained herein or with direction of the Town of Firestone; and are not in conflict with federal, state or Town laws.
- B. **Salary and Benefits.** The School Resource Officer will receive salary and employee benefits and normally issued equipment and supplies from and as determined by the Town of Firestone. The School Resource Officer Program is funded by the Town of Firestone and the School District. The School District agrees to pay \$39,329.14 to the Town, which such amount is equal to one-half of the School Resource Officer's annual salary prorated for a nine (9) month school period and which such amount is payable not more than 30 days after this Agreement has been executed.
- C. **Schedule.** The School Resource Officer will work a schedule that is established pursuant to and consistent with Town of Firestone policies and procedures, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the Schools are in session, the School Resource Officer will devote such Officer's full shift to the School calendar day, except for required duties such as court appearances. During the Schools' summer vacation, spring break, holiday breaks, and on other days

when the Schools are not in session, and the Officer is not involved in assigned School-related activities, the School Resource Officer will be assigned to duties in the Police Department. In the event of an emergency, as determined by the Town of Firestone, the School Resource Officer may be required to perform general law enforcement duties. The School Resource Officer shall attend in-service training conducted by the Town of Firestone scheduled throughout the year.

- D. **Supervision.** The School Resource Officer is subject to the Town of Firestone's chain of command and the supervision of the assigned Town of Firestone supervisors. Day-to-day supervision will be assigned to Town of Firestone supervisors. The assigned Town of Firestone supervisor will be responsible for maintaining contact with the principals, School administration, and their management staffs. The School Resource Officer will work closely with school administrators and faculty to determine the most effective use of the Officer's time and expertise, but shall not be subject to the supervision or direction by the School District, its officers, agents, or employees.
- E. **Performance Appraisal.** The School Resource Officer's performance will be evaluated consistent with the Town of Firestone policy and procedures by the assigned supervisor. The supervisor will accept input from the Schools' principals or their designees, but the Town's supervisor(s) alone shall be responsible for appraisals per the Town's policy and procedures.
- F. **Vehicle; Facilities.** As necessary to the duties of the position, and subject to availability, the School Resource Officer will be provided on-duty use of a Town of Firestone vehicle. The District shall provide the Officer with access to office facilities at the Schools appropriate to the conduct of their on-site duties.
- G. **Liability Coverage.** The Town of Firestone and the School District shall exchange evidence of insurance showing general liability coverage for the School District and general liability and law enforcement liability coverages for the Town of Firestone in the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Such evidence shall be approved by each recipient, through, respectively, the Town of Firestone's Town Administrator and School District Superintendent, prior to the commencement of this Agreement.
- H. **Termination.** This Agreement may be terminated without cause by either the Town of Firestone or the School District upon 30 days' written notice. Upon termination, any funds provided by the School District shall be prorated and returned to the School District. Notice shall be given to the Town of Firestone Police Chief or the School District Superintendent as appropriate.
- I. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties. Amendments of this Intergovernmental Agreement may be made only in writing and signed by all parties hereto.
- J. **Relationship of the Parties.** It is mutually agreed and understood that nothing contained in this Intergovernmental Agreement is intended or shall be construed as in any way

establishing the relationship of co-partners or a joint venture between the Town of Firestone and the School District, or as construing the School District, including its officers, agents, volunteers and employees, as an agent of the Town of Firestone, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the School District. The School District shall not represent that the School Resource Officer is an employee or agent of the School District in any capacity. The School Resource Officer shall not represent that he/she is an employee or agent of School District in any capacity. The School Resource Officer shall remain solely an employee of the Town of Firestone.

- K. **Third Party Beneficiaries.** None of the terms or conditions in this Intergovernmental Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town of Firestone or School District receiving services or benefits under this Contract is only an incidental beneficiary. Nothing in this Intergovernmental Agreement shall be construed as or deemed to constitute a waiver by either party of any immunity, liability limits or other liability protections granted to the Town of Firestone or the School District, or their officers, employees or volunteers, under the Colorado Governmental Immunity Act, any other state or federal law, or common law.

### **III. TERM OF CONTRACT**

The terms of this Agreement shall be effective August 15, 2019 and shall continue through May 25, 2020 unless sooner terminated as provided herein.

**PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third parties.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

TOWN OF FIRESTONE

ST. VRAIN VALLEY SCHOOL DISTRICT  
RE-1J

By: \_\_\_\_\_  
Bobbi Sindelar  
Mayor

By: \_\_\_\_\_  
Don Haddad, Ed.D.  
Superintendent of Schools

ATTEST:

\_\_\_\_\_  
Town Clerk  
Town of Firestone

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

**Consent Agenda**

**Meeting Date:** July 24, 2019

**Initiated By:** Julie Pasillas

**Dept:** Community Resources

#### **AGENDA TITLE**

Leonard Rice Engineering - Work Order # 2019-07 - Deep Well Injection for Water Treatment Plant

#### **SUMMARY**

Work Order 2019-07 under the 2019 Agreement directs Leonard Rice Engineers, Inc. to work with Integrated Petroleum Technologies, Inc. to initiate engineering to develop the strategy, schedule and budget for permitting and installation of a deep injection well to dispose of reject water from a reverse osmosis water treatment plant.

Recent research into State and Federal permitting of disposal of the reject water from the St. Vrain Water Treatment Plant indicates that a deep injection well may be the best long-term solution for disposal. This Work Order will provide the water team with background information and recommendations for the disposal well.

#### **HISTORY AND PREVIOUS BOARD ACTION**

The Board of Trustees recently approved the Agreement with Integrated Water Services, Inc. for design phase services for the St. Vrain Water Treatment Plant at the June 26, 2019.

#### **RECOMMENDATION**

Staff recommends Board adopt a motion to approve the attached work order agreement for LRE to assist Firestone to initiate engineering to develop a schedule and budget for permitting and installation of a deep injection well to dispose of reject water from a reverse osmosis water treatment plant.

#### **ALTERNATIVES**

The Board may choose not to approve the work orders, and provide Staff with additional direction.

#### **ATTACHMENTS**

1. Work Order # 2019-07

#### **FINANCIAL CONSIDERATIONS**

The agreement includes an amount not to exceed \$9,800.00. Sufficient funds have been budgeted and appropriated in the Town's Water Fund to cover this cost.

**Work Order 7 under  
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE  
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

**July 24, 2019**

**1.0 General.** This is Work Order 7 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), dated December 12, 2018 (“Agreement”). The general purpose of this Work Order 7 is for LRE to initiate engineering to develop a schedule and budget for permitting and installation of a deep injection well to dispose of reject water from a reverse osmosis water treatment plant.

This project will be managed under LRE Project Number 1527TWF06, Task 7.

**2.0 Scope of Services.**

Jeff Anderson, P.E. and Gregg Ten Eyck, P.E will work with Andy Peterson, P.E. of Integrated Petroleum Technologies, Inc. (as a subconsultant to LRE, under the terms of December 12, 2018 Agreement) to develop a scope of services, a budget, and a schedule to complete design, permitting, and construction of the deep injection well.

*Deliverable:* Deliverable will be a presentation of a recommended contracting and permitting strategy, schedule, scopes of service and budgets to the water team, at a water team meeting in late August or early September.

**3.0 Budget**

The total budget and maximum payment obligation for Work Order 7 under LRE Project Number 1527TWF06, Task 7 will not exceed \$9,800.00. We will bill this in one installment of \$9,800.00 in September 2019.

**4.0 Schedule**

Work will begin July 25, 2019, or upon receiving a notice to proceed, whichever is later. The work will be completed by August 25, 2019.

**Work Order under**  
**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE**  
**AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

**NOTICE TO PROCEED**

You are hereby given notice to proceed with:

Work Order Number:

2019-07

Dated:

July 24, 2019

Not to Exceed Budget:

\$9,800.00

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.g.

**Consent Agenda**

**Meeting Date:** July 24, 2019

**Initiated By:** Julie Pasillas

**Dept:** Community Resources

#### **AGENDA TITLE**

Leonard Rice Engineering - Work Order # 2019-08 - SPWRAP

#### **SUMMARY**

Work Order 2019-08 under the 2019 Agreement directs Leonard Rice Engineers, Inc. to research the requirements for membership and to develop the data necessary to support an application for membership in the South Platte Water Related Activities Program, Inc. (SPWRAP).

SPWRAP is a Colorado organization made up of Platte River water users. It was created in 2007 to support the Platte River Recovery Implementation Program (PRRIP, specifically to address issues related to several endangered species in the Platte River basin. SPWRAP members pay fees to help support the PRRIP efforts to improve and maintain habitat for those target species.

Water users who use NISP water are required to join NISP. In addition, the Town may be required to join SPWRAP when it uses St Vrain Creek alluvial groundwater. Joining SPWRAP in 2019 will facilitate permitting of Firestone water projects in and when Federal permits are required.

#### **HISTORY AND PREVIOUS BOARD ACTION**

The Board of Trustees has not addressed SPWRAP membership before today.

There is money budgeted in 2019 for this Work Order and for the estimated membership application fees.

#### **RECOMMENDATION**

Staff recommends Board adopt a motion to approve the attached work order agreement for LRE to assist Firestone in researching the requirements for membership and to develop the data necessary to support an application for membership in the South Platte Water Related Activities Program, Inc. (SPWRAP).

#### **ALTERNATIVES**

The Board may choose not to approve the work orders, and provide Staff with additional direction.

#### **ATTACHMENTS**

1. Work Order # 2019-08

#### **FINANCIAL CONSIDERATIONS**

The agreement includes an amount not to exceed \$10,000.00. Sufficient funds have been budgeted and appropriated in the Town's Water Fund to cover this cost and the anticipated SPWRAP membership fee.

**Work Order 8 under  
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE  
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

**July 24, 2019**

**1.0 General.** This is Work Order 8 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), dated December 12, 2018 (“Agreement”). The general purpose of this Work Order 8 is for LRE to research the requirements for membership and to develop the data necessary to support an application for membership in the South Platte Water Related Activities Program, Inc. (SPWRAP).

This project will be managed under LRE Project Number 1527TWF06, Task 8.

**2.0 Scope of Services.**

Diana Trejo Calzada and Gregg Ten Eyck, P.E will discuss the application process and requirements with staff of SPWRAP and will also develop the historical and projected water use information required to support an application to apply for membership in SPWRAP.

*Deliverable:* Deliverable will be a draft application for submittal to SPWRAP and an estimate of application fees and annual assessments to be discussed with the water team in September or October 2019.

**3.0 Budget**

The total budget and maximum payment obligation for Work Order 8 under LRE Project Number 1527TWF06, Task 8 will not exceed \$10,000.00. We will bill this in two installments of \$5,000.00 each in September and October 2019.

**4.0 Schedule**

Work will begin July 25, 2019, or upon receiving a notice to proceed, whichever is later. The work will be completed by September 25, 2019.

**Work Order under**  
**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE**  
**AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

**NOTICE TO PROCEED**

You are hereby given notice to proceed with:

Work Order Number:

2019-08

Dated:

July 24, 2019

Not to Exceed Budget:

\$10,000.00

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

## FIRESTONE MUNICIPAL COURT 2018 Annual Report

### Cases Filed 2017

| Code Type               | Count |
|-------------------------|-------|
| CRIMINAL VIOL           | 185   |
| NON-CRIM ORDINANCE VIOL | 60    |
| PARKING VIOL            | 84    |
| TRAFFIC VIOL-ORDINANCE  | 32    |
| TRAFFIC VIOL-STATUTE    | 1511  |

**Total 1872**

### Cases Filed 2018

| Code Type               | Count |
|-------------------------|-------|
| CRIMINAL VIOL           | 295   |
| NON-CRIM ORDINANCE VIOL | 34    |
| PARKING VIOL            | 82    |
| TRAFFIC VIOL-ORDINANCE  | 45    |
| TRAFFIC VIOL-STATUTE    | 1734  |

**Total 2190**

### Offenses Disposed

| Disposition                  | Count |
|------------------------------|-------|
| GUILTY                       | 118   |
| PLEA GUILTY TO LESSER CHARGE | 334   |
| EARLY PAY                    | 948   |
| DISMISSED                    | 98    |
| DEFERRED JUDGMENT            | 73    |
| GUILTY-JURY TRIAL            | 0     |
| GUILTY-COURT TRIAL           | 1     |
| NOT GUILTY-JURY TRIAL        | 0     |
| NOT GUILTY-COURT TRIAL       | 0     |
| DEFERRED SENTENCE            | 0     |
| DEFERRED PROSECUTION         | 0     |
| NO CONTEST                   | 97    |
| DEFAULT ISSUED               | 38    |
| GUILTY OF ANOTHER CHARGE     | 6     |
| DISM W/O PREJUD              | 8     |
| DJ REVOKED                   | 5     |

### Offenses Disposed

| Disposition                  | Count |
|------------------------------|-------|
| GUILTY                       | 89    |
| PLEA GUILTY TO LESSER CHARGE | 402   |
| EARLY PAY                    | 1276  |
| DISMISSED                    | 102   |
| DEFERRED JUDGMENT            | 87    |
| GUILTY-JURY TRIAL            | 0     |
| GUILTY-COURT TRIAL           | 1     |
| NOT GUILTY-JURY TRIAL        | 0     |
| NOT GUILTY-COURT TRIAL       | 0     |
| DEFERRED SENTENCE            | 0     |
| DEFERRED PROSECUTION         | 1     |
| NO CONTEST                   | 140   |
| DEFAULT ISSUED               | 39    |
| GUILTY OF ANOTHER CHARGE     | 4     |
| DISM W/O PREJUD              | 8     |
| DJ REVOKED                   | 2     |

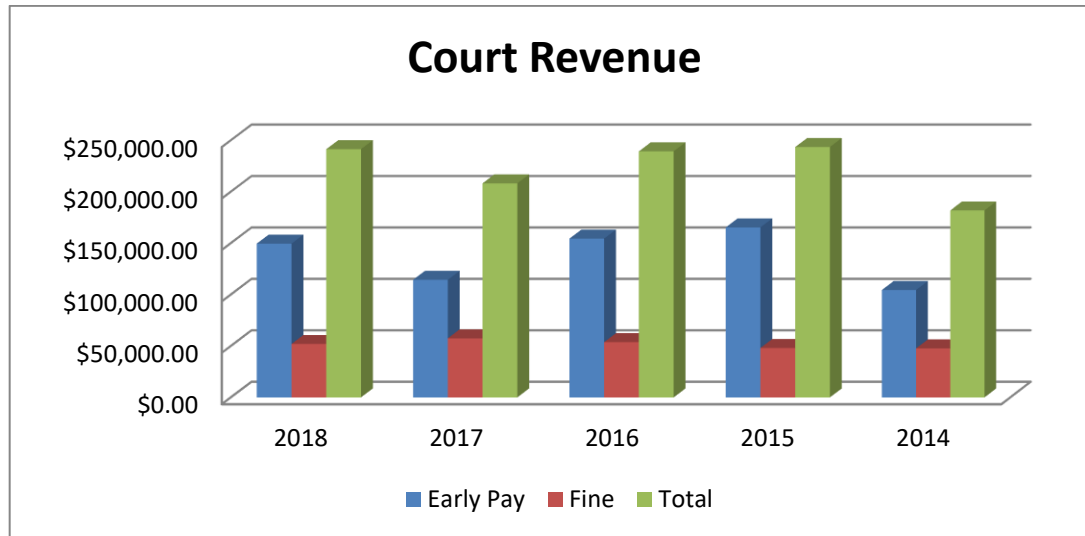
## Projects and Accomplishment

Beginning January 2019 the Firestone Municipal Court has separated their court session into 2 different time slots to accommodate defendants and time spent in the courtroom by defendants. We currently hold traffic in the morning, criminal and ordinance violations in the afternoon. This allows the prosecuting attorney additional time in the afternoon to discuss cases that require more explicit explanations and stipulations required by the court.

Judge Basso continues to work with lobbyist to address proposed legislation affecting municipal courts. Firestone Municipal Court has also changed the advisements to defendants to comply with new legislation.

The court has begun planning strategies to move the the new police department courtroom in the fall.

## FIRESTONE MUNICIPAL COURT 2018 Annual Report



| Early Pay    | Costs       | Warrants   | Default    | Fine        | OJW        | Comm Srv   | Total        |             |
|--------------|-------------|------------|------------|-------------|------------|------------|--------------|-------------|
| \$149,544.80 | \$28,320.00 | \$1,000.00 | \$6,675.00 | \$51,978.08 | \$1,860.00 | \$1,990.00 | \$241,367.88 | <b>2018</b> |
| \$114,358.00 | \$25,985.00 | \$1,100.00 | \$5,200.00 | \$57,442.55 | \$1,680.00 | \$2,390.90 | \$208,156.45 | <b>2017</b> |
| \$154,414.00 | \$23,225.00 | \$900.00   | \$4,405.00 | \$53,740.00 | \$1,650.00 | \$925.00   | \$239,259.00 | <b>2016</b> |
| \$165,291.00 | \$21,75.00  | \$565.00   | \$5,000.00 | \$48,098.50 | \$1,630.00 | \$1,119.00 | \$243,453.50 | <b>2015</b> |
| \$104,434.00 | \$21,465.00 | \$745.00   | \$4,715.00 | \$47,671.00 | \$1,665.00 | \$1,105.00 | \$181,800.00 | <b>2014</b> |

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Paul D. Basso  
Firestone Municipal Court Judge

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Prepared by Beverly L. Medina  
Firestone Municipal Court Clerk



## **Staff Report**

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**Barefoot Lakes Filing No. 4**

**Final Plat and Final Development Plan**

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

**July 24, 2019**

## **Applications**

This staff report is for the Barefoot Lakes Filing No. 4, Final Plat ("Final Plat") and Final Development Plan ("FDP"). The applicant for the Final Plat and FDP is Barefoot, LLC.

## **Notice**

Pursuant to the Town of Firestone Municipal Code ("Code") and Town of Firestone Development Regulations ("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 Final Plat and FDP is south and east of the intersection of Birch Street (WCR 11) and Ronald Reagan Boulevard (WCR 28). The Final Plat and FDP are the final steps in the Firestone Development Review process prior to the building permit process.

## **Site Analysis**

The Final Plat and FDP are zoned as a residential planned unit development (R-A / R-B PUD) and is approximately 139.3 acres in size. The proposed development is a replat of Tracts C and E of Barefoot Lakes Filing No. 2, 1<sup>st</sup> Replat, Tract D of Barefoot Lakes Filing No. 3, and an unplatted parcel of land.

The property is located in an area characterized by rolling terrain, generally sloping from north to south, towards St. Vrain Creek. The property lies north and east of the Filings 2 and 3 which are currently developing. There are two vehicular access points into Filing 4, both are off of the extended Barefoot Lakes Parkway. Barefoot Lakes Parkway is being extended from the current terminus at Filing 3 to Ronald Reagan Boulevard. Parking is consistent with other similar developments in Firestone. Pedestrian access is provided via detached sidewalks along interior residential streets, consistent with previous filings. Pedestrian access is also available via trails which are designed as part of a larger network, promoting connectivity in the neighborhood beyond Filing 4. This includes the continuation of the undulating detached regional trail that runs along Barefoot Lakes Parkway.

Tract D is proposed as a park with seating and lawn area. This tract has a plugged and abandoned oil and gas well located thereon. The well has been plugged and abandoned in accordance with Colorado Oil and Gas Conversation Commission regulations. Associated facilities, including pipelines have been removed from the site.

There are two tracts, Tracts A and G within Filing 4 that are for future development. Tract A (12.2 acres) is a potential future school site for St. Vrain Valley School District. In the event the school district does not utilize this tract, the tract may be re-platted for future residential development. Tract G (73.6 acres) will be re-platted in the future for residential development.

## **Plan Analysis**

The Final Plat and FDP propose 112 single family residential lots for detached homes. The project will be consistent with adjacent development and will complement the overall Barefoot Lakes development. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

**Building Height**

The maximum building height for the proposed residential buildings is 35 feet which is in accordance with Firestone development standards.

**Fiscal Impacts**

The Final Plat and FDP will provide more rooftops for the community of Firestone and promote the livability and walkability of the Town of Firestone within an area zoned for residential use. The proximity of these homes to I-25 and Colorado Boulevard are ideal for homeowners to shop and commute in the Town of Firestone. The increase of residential options in this area will lead to increased property tax revenues for the Town.

**Utility and Services**

Public infrastructure and utilities are generally available or will be extended to the property by the developer at the time of the development.

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**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.

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### **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.

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### **RECOMMENDATION**

Town staff recommends the Board of Trustees approve draft Resolution 19-60, a resolution approving the application with conditions.

**RESOLUTION NO. 19-60**

**A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 4**

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 plat and final development plan for Barefoot Lakes Filing No. 4; and

WHEREAS, all materials related to the 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 plat 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 Board of Trustees hereby approves the proposed Final Plat and Final Development Plan for Barefoot Lakes Filing No. 4, subject to the conditions set forth on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 24<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

**EXHIBIT A**  
**Barefoot Lakes Filing No. 4**  
**Final Plat and Final Development Plan**  
**Conditions of Approval**

1. Modify plans and application materials pursuant to comments of the Town Engineer set forth in a memoranda dated May 23, 2019, to the Town's satisfaction.
2. Modify plans and application materials pursuant to comments of the Consultant Town Planner set forth in a memoranda dated July 3, 2019, to the Town's satisfaction.
3. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
4. Execute a subdivision agreement, in a form to be approved by the Town Attorney.
5. Technical corrections to the Barefoot Lakes Filing No. 4 final plat and final development plan shall be made to the Town's satisfaction.



FINAL PLAT

# BAREFOOT LAKES FILING NO. 4

A REPLAT OF TRACTS C AND E BAREFOOT LAKES FILING NO. 2, 1ST REPLAT, AND TRACT D BAREFOOT LAKES FILING NO. 3, AND AN UNPLATTED PARCEL OF LAND, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 7

## CERTIFICATION OF OWNERSHIP AND DEDICATION

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

TRACTS C AND E, BAREFOOT LAKES FILING NO. 2, 1ST REPLAT AS RECORDED ON OCTOBER 12, 2018 UNDER RECEPTION NO. 4438301 AND TRACT D, BAREFOOT LAKES FILING NO. 3 AS RECORDED ON AUGUST 13, 2018 UNDER RECEPTION NO. 4422565 OF THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER AND A PARCEL OF UNPLATTED LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, ALL MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 BEARS SOUTH 89°16'34" WEST, A DISTANCE OF 2,655.85 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, SOUTH 00°15'20" EAST, A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF WELD COUNTY ROAD 28 AS SHOWN ON ST. VRAIN LAKES FILING NO. 1 FINAL PLAT AS RECORDED ON APRIL 04, 2007 UNDER RECEPTION NO. 3467131, IN SAID RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 28 AS RECORDED UNDER RECEPTION NO. \_\_\_\_\_, NORTH 88°58'33" EAST, A DISTANCE OF 2643.09 FEET TO EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE ALONG SAID EAST LINE, SOUTH 00°19'03" EAST, A DISTANCE OF 1,271.41 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 36;

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

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, SOUTH 88°29'44" WEST, A DISTANCE OF 1,270.66 FEET TO THE SOUTHWEST CORNER OF SAID TRACT D;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT D THE FOLLOWING EIGHT (8) COURSES;

1. NORTH 01°30'16" WEST, A DISTANCE OF 70.84 FEET;
2. NORTH 12°05'48" EAST, A DISTANCE OF 220.00 FEET;
3. NORTH 22°09'52" EAST, A DISTANCE OF 111.72 FEET;
4. NORTH 17°27'09" EAST, A DISTANCE OF 54.72 FEET;
5. NORTH 08°52'41" WEST, A DISTANCE OF 70.64 FEET;
6. NORTH 35°12'31" WEST, A DISTANCE OF 70.64 FEET;
7. NORTH 61°32'21" WEST, A DISTANCE OF 54.06 FEET;
8. NORTH 71°14'04" WEST, A DISTANCE OF 306.75 FEET TO THE NORTHERLY BOUNDARY OF SAID BAREFOOT LAKES FILING NO. 3;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES;

1. CONTINUING NORTH 71°14'04" WEST, A DISTANCE OF 244.45 FEET;
2. NORTH 85°34'54" WEST, A DISTANCE OF 172.27;
3. NORTH 69°09'19" WEST, A DISTANCE OF 53.98 FEET;
4. NORTH 52°10'29" WEST, A DISTANCE OF 238.10 FEET;

5. NORTH 69°35'07" WEST, A DISTANCE OF 53.59 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT D, BAREFOOT LAKES FILING NO. 2, 1ST REPLAT, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 685.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 66°09'20" EAST;

THENCE ALONG THE EASTERLY BOUNDARY OF TRACTS D AND A OF SAID BAREFOOT LAKES FILING NO. 2, 1ST REPLAT, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°53'53", AN ARC LENGTH OF 202.02 FEET;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID TRACT A, NORTH 40°44'33" EAST, A DISTANCE OF 66.39 FEET TO THE NORTHERLY BOUNDARY OF SAID TRACT A;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING ELEVEN (11) COURSES;

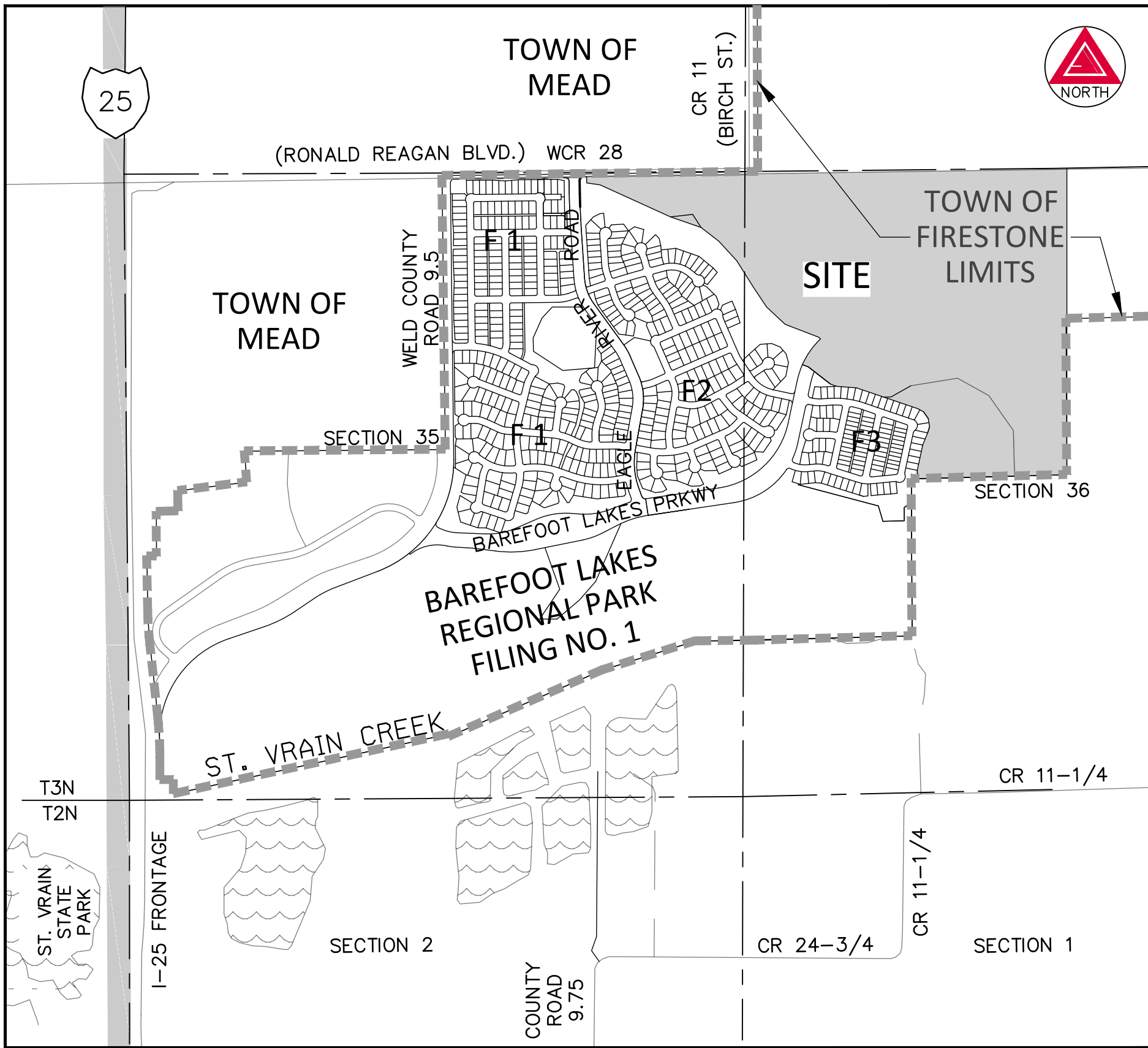
1. NORTH 43°43'19" WEST, A DISTANCE OF 16.79 FEET;
2. NORTH 68°53'21" WEST, A DISTANCE OF 306.56 FEET;
3. NORTH 46°55'52" WEST, A DISTANCE OF 215.87 FEET;
4. NORTH 33°41'04" WEST, A DISTANCE OF 205.11 FEET;
5. NORTH 32°10'48" WEST, A DISTANCE OF 263.07 FEET;
6. NORTH 42°35'00" WEST, A DISTANCE OF 225.21 FEET;
7. NORTH 52°15'34" WEST, A DISTANCE OF 190.48 FEET;
8. NORTH 70°58'30" WEST, A DISTANCE OF 274.11 FEET;
9. NORTH 65°33'14" WEST, A DISTANCE OF 657.81 FEET;
10. NORTH 81°38'23" WEST, A DISTANCE OF 115.49 FEET;
11. NORTH 00°43'40" WEST, A DISTANCE OF 51.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 28 AS SHOWN ON SAID ST. VRAIN LAKES FILING NO. 1 FINAL PLAT;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 28, NORTH 89°16'34" EAST, A DISTANCE OF 1426.22 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 139.334 ACRES (6,069,376 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 4**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES (AND OTHER PUBLIC PLACES, TRACTS/OUTLOTS) AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THERE OF WHICH ARE APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAYS CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR CENTURY LINK, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR CENTURY LINK AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.



## VICINITY MAP

SCALE: 1" = 1000'

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

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 201\_\_.

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

BY \_\_\_\_\_ AS \_\_\_\_\_  
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY  
MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND AND SEAL. \_\_\_\_\_  
NOTARY PUBLIC

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 201\_\_.

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

BY \_\_\_\_\_ AS \_\_\_\_\_  
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY  
MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND AND SEAL. \_\_\_\_\_  
NOTARY PUBLIC

OWNER:  
**ST. VRAIN LAKES METROPOLITAN DISTRICT**  
6465 S. GREENWOOD PLAZA BLVD., STE. 700  
CENTENNIAL, CO. 80111

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 201\_\_.

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

BY \_\_\_\_\_ AS \_\_\_\_\_  
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY  
MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND AND SEAL. \_\_\_\_\_  
NOTARY PUBLIC

## LITTLE THOMPSON WATER DISTRICT ACCEPTANCE CERTIFICATE

THE DEDICATION OF THE WATER EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE LITTLE THOMPSON WATER DISTRICT

LITTLE THOMPSON WATER DISTRICT

BY: \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } SS.

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_, 20\_\_

BY \_\_\_\_\_ AS \_\_\_\_\_  
OF LITTLE THOMPSON WATER DISTRICT  
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

## ST. VRAIN SANITATION DISTRICT ACCEPTANCE CERTIFICATE

THE DEDICATION OF THE SEWER EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE ST. VRAIN SANITATION DISTRICT

ST. VRAIN SANITATION DISTRICT

BY: \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } SS.

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_, 20\_\_

BY \_\_\_\_\_ AS \_\_\_\_\_  
OF ST. VRAIN SANITATION DISTRICT  
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

## SHEET INDEX

- |           |                                                                  |
|-----------|------------------------------------------------------------------|
| SHEET 1   | — DEDICATION, APPROVALS, , VICINITY MAP, LEGAL DESCRIPTION       |
| SHEET 2   | — GENERAL NOTES AND SUBDIVISION DATA                             |
| SHEET 3   | — OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS            |
| SHEET 4-6 | — TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS |
| SHEET 7   | — EASEMENT DETAILS                                               |

## SURVEYING CERTIFICATE:

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



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

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

## TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 4** WAS APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_, BY RESOLUTION NO. \_\_\_\_ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR \_\_\_\_\_

ATTEST: TOWN CLERK \_\_\_\_\_

## OWNER:

**BAREFOOT LLC**  
6465 S. GREENWOOD  
PLAZA BLVD., SUITE 700  
CENTENNIAL, COLORADO 80111  
303-790-6605  
CONTACT: SHANNON ROBBINS  
SHANNON.ROBBINS@BROOKFIELDRDP.COM

## SURVEYOR:

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

## ENGINEER:

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

## DEVELOPER:

**BROOKFIELD RESIDENTIAL**  
6465 S. GREENWOOD  
PLAZA BLVD., SUITE 700  
CENTENNIAL, COLORADO 80111  
303-706-9451  
CONTACT: SHANNON ROBBINS  
SHANNON.ROBBINS@BROOKFIELDRDP.COM

## FIRESTONE INFORMATION BLOCK

| Name of Application | BAREFOOT LAKES |
|---------------------|----------------|
| Type of Submittal   | FINAL PLAT     |
| Filing Number       | FILING NO. 4   |
| Phase Number        | N/A            |
| Preparation Date    | 12-07-2018     |
| Revision Date       | 06-10-2019     |
| Revision Date       |                |
| Revision Date       |                |

COVER PAGE ~ SHEET 1 of 7



AzTec Proj. No.: 54818-46

Drawn By: RBA

**DEVELOPER**  
**BROOKFIELD RESIDENTIAL**

6465 S. GREENWOOD PLAZA BLVD., SUITE 700  
CENTENNIAL, COLORADO 80111  
(303) 706-9451

DATE OF  
PREPARATION:

2018-12-07

SCALE:

N/A

SHEET 1 OF 7



BAREFOOT LAKES FILING NO. 4

A REPLAT OF TRACTS C AND E BAREFOOT LAKES FILING NO. 2, 1ST REPLAT, AND TRACT D BAREFOOT LAKES FILING NO. 3, AND AN UNPLATTED PARCEL OF LAND, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 7

GENERAL NOTES

- NOTICE:** ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 89°16'34" WEST, 2655.85 FEET AND MONUMENTED AS SHOWN HEREON.
- TITLE COMMITMENT:** LAND TITLE GUARANTEE COMPANY PROPERTY INFORMATION BINDER ORDER NUMBER \_\_\_\_\_ DATED \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_:00 \_\_\_\_\_M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- FLOODPLAIN:** BASED ON GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1890E, PANEL 1890 OF 2250, WITH A REVISED DATE OF JANUARY 20, 2016.
- ALL PREVIOUSLY PLATTED EASEMENTS SHOWN ON THE PLAT OF BAREFOOT LAKES FILING NO. 2, 1ST REPLAT AS RECORDED ON OCTOBER 12, 2018 UNDER RECEPTION NO. 4438301 WITHIN THE BOUNDARIES OF THIS PLAT ARE HEREBY ABANDONED UNLESS OTHERWISE SHOWN OR NOTED HEREON.
- THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
- ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE GAS FOR GAS.
- A BLANKET PEDESTRIAN EASEMENT OVER AND ACROSS TRACTS B THROUGH E, INCLUSIVE, IS DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION, MAINTENANCE, AND USE OF WALKS AND TRAILS.
- A BLANKET DRAINAGE EASEMENT OVER AND ACROSS TRACTS B THROUGH F, INCLUSIVE, AND TRACTS H AND I ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
- A ONE FOOT (1-FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, IS FOR THE PERPETUAL CONVEYANCE OF STORM DRAINAGE.
- TRACT A IS TO BE DEDICATED TO THE ST. VRAIN VALLEY SCHOOL DISTRICT FOR A FUTURE SCHOOL.
- THE SEWER EASEMENTS SHOWN HEREON ARE DEDICATED TO THE ST. VRAIN SANITATION DISTRICT FOR INSTALLATION AND MAINTENANCE OF DISTRICT SANITARY SEWER FACILITIES.
- THE WATER EASEMENTS SHOWN HEREON ARE DEDICATED TO THE LITTLE THOMPSON WATER DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF DISTRICT WATER FACILITIES.
- THE VARIABLE WIDTH SIGHT DISTANCE EASEMENT(S) SHOWN HEREON ARE NO-BUILD AREAS AND RESTRICT VEGETATION AND PERMANENT STRUCTURES MORE THAN THREE FEET TALL. TREES WITH A BOTTOM OF CANOPY HEIGHT OF 13- FEET SHALL BE ALLOWED.
- LOT 20, BLOCK 1 SHALL BE RESERVED FOR FUTURE RIGHT-OF-WAY FOR A PERIOD OF TEN (10) YEARS FROM THE DATE OF APPROVAL OF THIS SUBDIVISION PLAT. IF THE TOWN OF FIRESTONE (TOWN) DETERMINES THAT, DUE TO ADJACENT DEVELOPMENT, FUTURE RIGHT-OF-WAY CONNECTION IS NECESSARY, THE DEVELOPER AND OR ASSIGNS SHALL DEDICATE THE LOT BY DEED TO THE TOWN OF FIRESTONE FIR RIGHT-OF-WAY. IF THE TOWN OF FIRESTONE DETERMINES THAT THE RIGHT-OF-WAY IS NOT REQUIRED OR TEN (10) YEARS HAVE LAPSED WITHOUT NOTICE FROM THE TOWN OF FIRESTONE, WHICHEVER OCCURS FIRST, THEN THE RESERVATION SHALL BE LIFTED AND THE LOT WILL BE AVAILABLE FOR RESIDENTIAL DEVELOPMENT SUBJECT TO THE BAREFOOT LAKES FILING NO. 4 FINAL DEVELOPMENT PLAN.
- TRACT H SHALL BE RESERVED FOR FUTURE RIGHT-OF-WAY FOR A PERIOD OF TEN (10) YEARS FROM THE DATE OF APPROVAL OF THIS SUBDIVISION PLAT. IF THE TOWN OF FIRESTONE (TOWN) DETERMINES THAT, DUE TO ADJACENT DEVELOPMENT, FUTURE RIGHT-OF-WAY CONNECTION IS NECESSARY, THE DEVELOPER AND OR ASSIGNS SHALL DEDICATE THE TRACT BY DEED TO THE TOWN OF FIRESTONE FOR RIGHT-OF-WAY. IF THE TOWN OF FIRESTONE DETERMINES THAT THE RIGHT-OF-WAY IS NOT REQUIRED OR TEN (10) YEARS HAVE LAPSED WITHOUT NOTICE FROM THE TOWN OF FIRESTONE, WHICHEVER OCCURS FIRST, THEN THIS RESERVATION SHALL BE LIFTED AND THE TRACT WILL BE AVAILABLE FOR LANDSCAPING, IRRIGATION, OPEN SPACE, PEDESTRIAN ACCESS, AND DRAINAGE USE SUBJECT TO THE BAREFOOT LAKES FILING NO. 4 FINAL DEVELOPMENT PLAN.
- PEDESTRIAN EASEMENTS ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION, MAINTENANCE, AND USE OF WALKS AND TRAILS.

| SUBDIVISION DATA TABLE                                     |                    |
|------------------------------------------------------------|--------------------|
|                                                            | TOTALS             |
| GROSS AREA                                                 | 139.334 ACRES      |
| GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)                  | 1.24 LOTS / ACRE   |
| NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS          | 112                |
| NUMBER OF TRACTS                                           | 9                  |
| AREA OF TRACTS                                             | 105.765 ACRES      |
| AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS            | 21.016 ACRES       |
| DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS PER ACRE) | 5.33 LOTS / ACRE   |
| MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA        | 6,720 SQUARE FEET  |
| MAXIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA        | 18,124 SQUARE FEET |
| AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA        | 8,165 SQUARE FEET  |

| TRACT USE SUMMARY TABLE |               |               |                                               |               |               |
|-------------------------|---------------|---------------|-----------------------------------------------|---------------|---------------|
| TRACT                   | AREA (S.F. ±) | AREA (A.C. ±) | USE                                           | OWNER         | MAINTAINED BY |
| A                       | 532,740       | 12.230        | FUTURE DEVELOPEMENT                           | BAREFOOT, LLC | BAREFOOT, LLC |
| B                       | 154,347       | 3.543         | OPEN SPACE                                    | SVLMD         | SVLMD         |
| C                       | 70,355        | 1.615         | OPEN SPACE                                    | SVLMD         | SVLMD         |
| D                       | 15,657        | 0.359         | OPEN SPACE                                    | SVLMD         | SVLMD         |
| E                       | 15,412        | 0.354         | OPEN SPACE                                    | SVLMD         | SVLMD         |
| F                       | 597,172       | 13.709        | OPEN SPACE, DRAINAGE                          | SVLMD         | SVLMD         |
| G                       | 3,206,954     | 73.622        | FUTURE DEVELOPEMENT                           | BAREFOOT, LLC | BAREFOOT, LLC |
| H                       | 8,400         | 0.193         | OPEN SPACE (SEE NOTE 18)                      | SVLMD         | SVLMD         |
| I                       | 6,100         | 0.140         | OPEN SPACE                                    | SVLMD         | SVLMD         |
| TOTAL                   | 4,607,137     | 105.765       | SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT |               |               |



FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

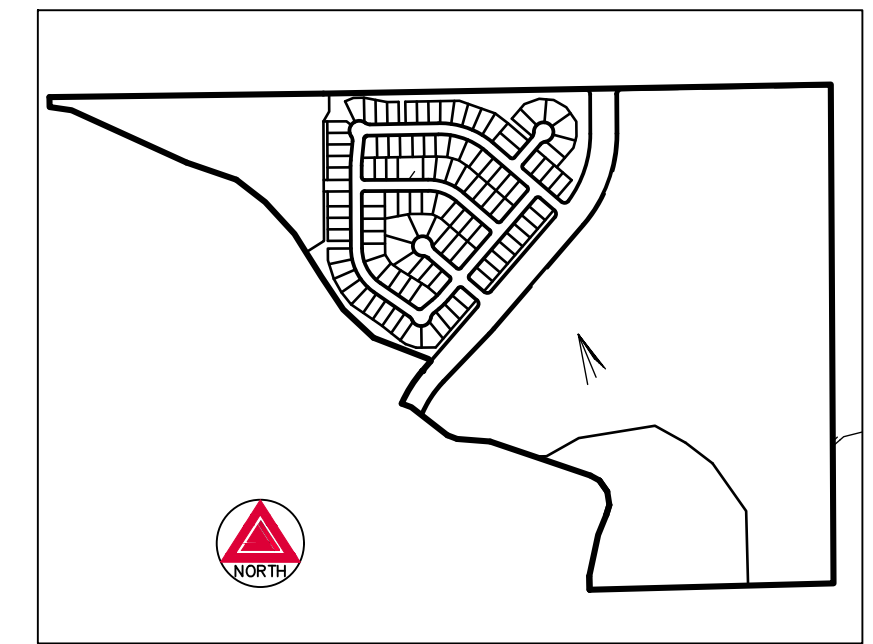
| FIRESTONE INFORMATION BLOCK |                |
|-----------------------------|----------------|
| Name of Application         | BAREFOOT LAKES |
| Type of Submittal           | FINAL PLAT     |
| Filing Number               | FILING NO. 4   |
| Phase Number                | N/A            |
| Preparation Date            | 12-07-2018     |
| Revision Date               | 06-10-2019     |
| Revision Date               |                |
| Revision Date               |                |
| COVER PAGE ~ SHEET 2 of 7   |                |

|                                                                                                                                                                                                                                                                                                            |                                                                                          |  |                      |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--|----------------------|------------|
|  <div>300 East Mineral Ave., Suite 1<br/>Littleton, Colorado 80122<br/>Phone: (303) 713-1898<br/>Fax: (303) 713-1897<br/>www.aztecconsultants.com</div> <div>AzTec Proj. No.: 54818-46</div> <div>Drawn By: RBA</div> | DEVELOPER<br>BROOKFIELD RESIDENTIAL                                                      |  | DATE OF PREPARATION: | 2018-12-07 |
|                                                                                                                                                                                                                                                                                                            | 6465 S. GREENWOOD PLAZA BLVD., SUITE 700<br>CENTENNIAL, COLORADO 80111<br>(303) 706-9451 |  | SCALE:               | N/A        |
|                                                                                                                                                                                                                                                                                                            |                                                                                          |  | SHEET 2 OF 7         |            |



# BAREFOOT LAKES FILING NO. 4

A REPLAT OF TRACTS C AND E BAREFOOT LAKES FILING NO. 2, 1ST REPLAT, AND TRACT D BAREFOOT LAKES FILING NO. 3, AND AN UNPLATTED PARCEL OF LAND, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO  
SHEET 3 OF 7



KEY MAP  
SCALE = 1" = 1000'



| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L1         | N01°30'16"W | 70.84'  |
| L2         | N12°05'48"E | 220.00' |
| L3         | N22°09'52"E | 111.72' |
| L4         | N17°27'09"E | 54.72'  |
| L5         | N08°52'41"W | 70.64'  |
| L6         | N35°12'31"W | 70.64'  |
| L7         | N61°32'21"W | 54.06'  |
| L8         | N85°34'54"W | 172.27' |
| L9         | N69°09'19"W | 53.98'  |
| L10        | N52°10'29"W | 238.10' |
| L11        | N69°35'07"W | 53.59'  |
| L12        | N40°44'33"E | 66.39'  |
| L13        | N43°43'19"W | 16.79'  |
| L14        | N68°53'21"W | 306.56' |
| L15        | N46°55'52"W | 215.87' |
| L16        | N33°41'04"W | 205.11' |
| L17        | N32°10'48"W | 263.07' |
| L18        | N42°35'00"W | 225.21' |
| L19        | N52°15'34"W | 190.48' |
| L20        | N70°58'30"W | 274.11' |
| L21        | N81°38'23"W | 115.49' |
| L22        | N00°43'40"W | 51.90'  |

## LEGEND

- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"

U.E. = UTILITY EASEMENT  
D.E. = DRAINAGE EASEMENT  
S.D.E. = SIGHT DISTANCE EASEMENT  
ROW = RIGHT-OF-WAY  
⊙ = EXISTING WELL

## FIRESTONE INFORMATION BLOCK

|                     |                |
|---------------------|----------------|
| Name of Application | BAREFOOT LAKES |
| Type of Submittal   | FINAL PLAT     |
| Filing Number       | FILING NO. 4   |
| Phase Number        | N/A            |
| Preparation Date    | 12-07-2018     |
| Revision Date       | 06-10-2019     |
| Revision Date       |                |

OVERALL PAGE ~ SHEET 3 of 7



AzTec Proj. No.: 54818-46

Drawn By: RBA

DEVELOPER  
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700  
CENTENNIAL, COLORADO 80111  
(303) 706-9451

DATE OF PREPARATION: 2018-12-07

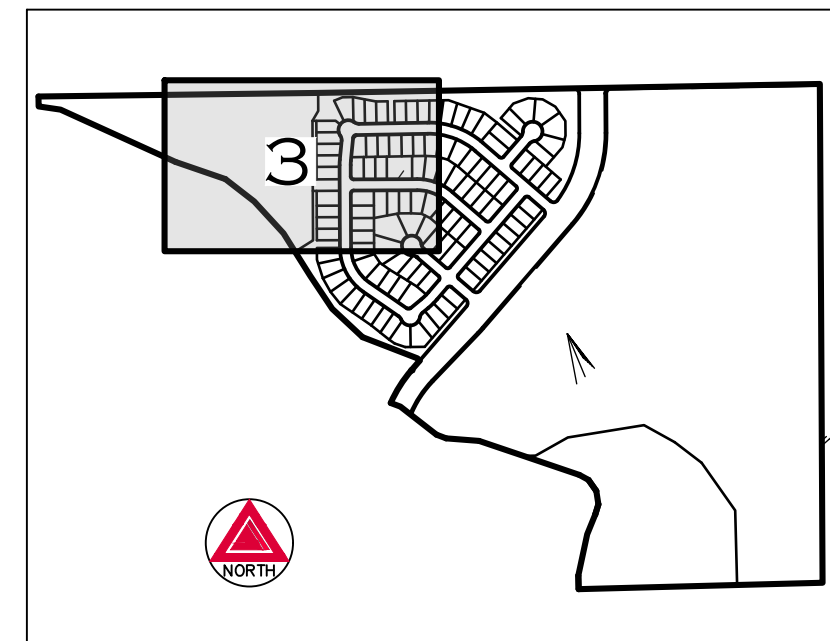
SCALE: 1" = 200'

SHEET 3 OF 7



FINAL PLAT

SHEET 4 OF 7



## LEGEND

- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- S.D.E. = SIGHT DISTANCE EASEMENT
- ROW = RIGHT-OF-WAY
-  = EXISTING WELL

A circular professional seal for a Colorado Licensed Professional Land Surveyor. The outer ring contains the text "COLORADO LICENSED" at the top and "PROFESSIONAL LAND SURVEYOR" at the bottom. The inner circle contains the name "ANTHONY K. PEALL" and the license number "38636". A large, diagonal "FAPR 2017" watermark is overlaid across the seal.

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

LOT DETAIL PAGE ~ SHEET 4 of 7

 **AZTEC**  
CONSULTANTS, INC.

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[www.aztecconsultants.com](http://www.aztecconsultants.com)

AzTec Proj. No.: 54818-46

Drawn By: RBA

6465 S. GREENWOOD PLAZA BLVD., SUITE 700  
CENTENNIAL, COLORADO 80111  
(303) 706-9451

SHEET 4 OF 7



# BAREFOOT LAKES FILING NO. 4

FINAL PLAT

A REPLAT OF TRACTS C AND E BAREFOOT LAKES FILING NO. 2, 1ST REPLAT, AND TRACT D BAREFOOT LAKES FILING NO. 3, AND AN UNPLATTED PARCEL OF LAND, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 5 OF 7

N88°58'33"E 2643.09'

RONALD REAGAN BLVD.

(85' WIDE RIGHT-OF-WAY)

30' PRESCRIP

55' REC. NO.

10' U.E.

30' ACCESS EASEMENT REC. NO. 2330175

Δ=090°44'39" R=30.00' L=47.51'

Δ=088°44'15" R=30.00' L=46.46'

10' U.E.

54' 54' 54'

70.62'

206.27'

10' U.E.

203.45'

10' U.E.

203.45'

10' U.E.

203.45'

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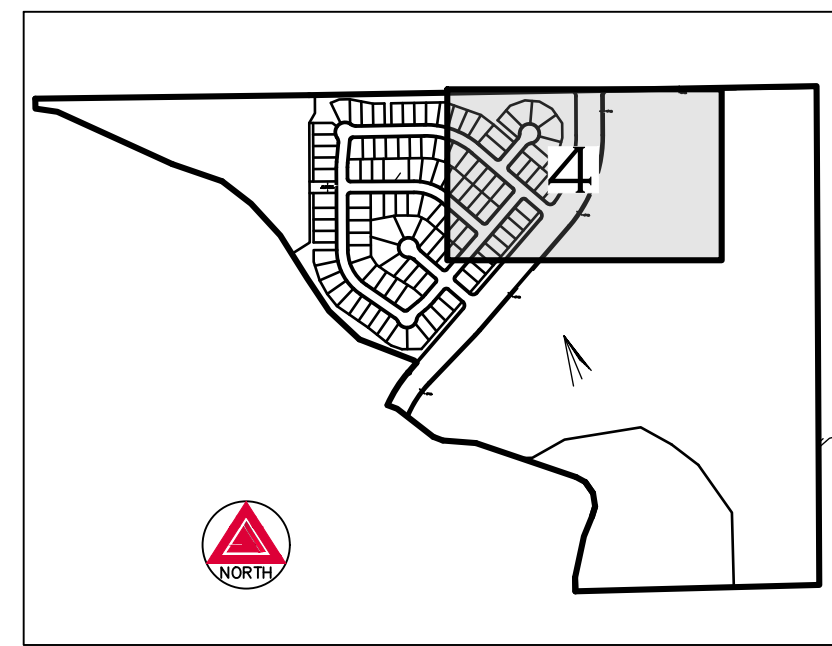
203.45'

10' U.E.

203.45'

10' U.E.

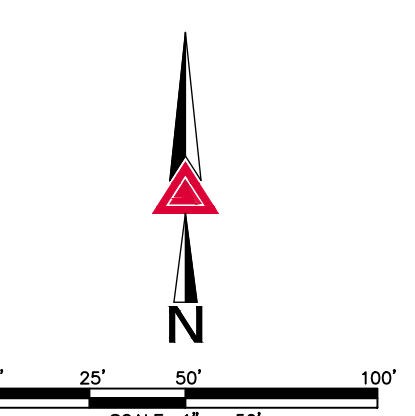
203.45'



KEY MAP  
SCALE = 1" = 1000'

## LEGEND

- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"
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- ROW = RIGHT-OF-WAY
- W = EXISTING WELL



FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

| CURVE TABLE |           |        |        |
|-------------|-----------|--------|--------|
| CURVE       | DELTA     | RADIUS | LENGTH |
| C7          | 90°00'00" | 15.00' | 23.56' |
| C8          | 40°55'34" | 39.00' | 27.86' |
| C9          | 40°55'34" | 39.00' | 27.86' |
| C10         | 90°00'00" | 15.00' | 23.56' |
| C11         | 94°18'18" | 25.00' | 41.15' |
| C15         | 90°00'00" | 15.00' | 23.56' |
| C19         | 90°00'00" | 15.00' | 23.56' |
| C20         | 90°00'00" | 15.00' | 23.56' |
| C23         | 90°00'00" | 25.00' | 39.27' |
| C26         | 90°00'00" | 15.00' | 23.56' |

## FIRESTONE INFORMATION BLOCK

|                     |                |
|---------------------|----------------|
| Name of Application | BAREFOOT LAKES |
| Type of Submittal   | FINAL PLAT     |
| Filing Number       | FILING NO. 4   |
| Phase Number        | N/A            |
| Preparation Date    | 12-07-2018     |
| Revision Date       | 06-10-2019     |
| Revision Date       |                |
| Revision Date       |                |

LOT DETAIL PAGE ~ SHEET 5 of 7



**Aztec**  
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DEVELOPER  
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700  
CENTENNIAL, COLORADO 80111  
(303) 706-9451

DATE OF PREPARATION:

2018-12-07

SCALE:

1" = 50'

SHEET 5 OF 7

AzTec Proj. No.: 54818-46

Drawn By: RBA

SEE SHEET 3

SEE SHEET 3

SEE SHEET 5

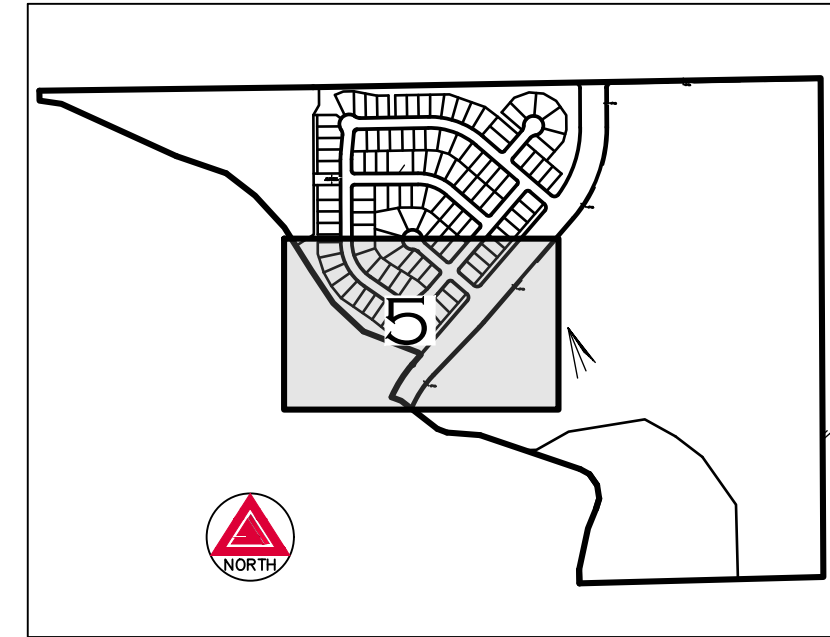
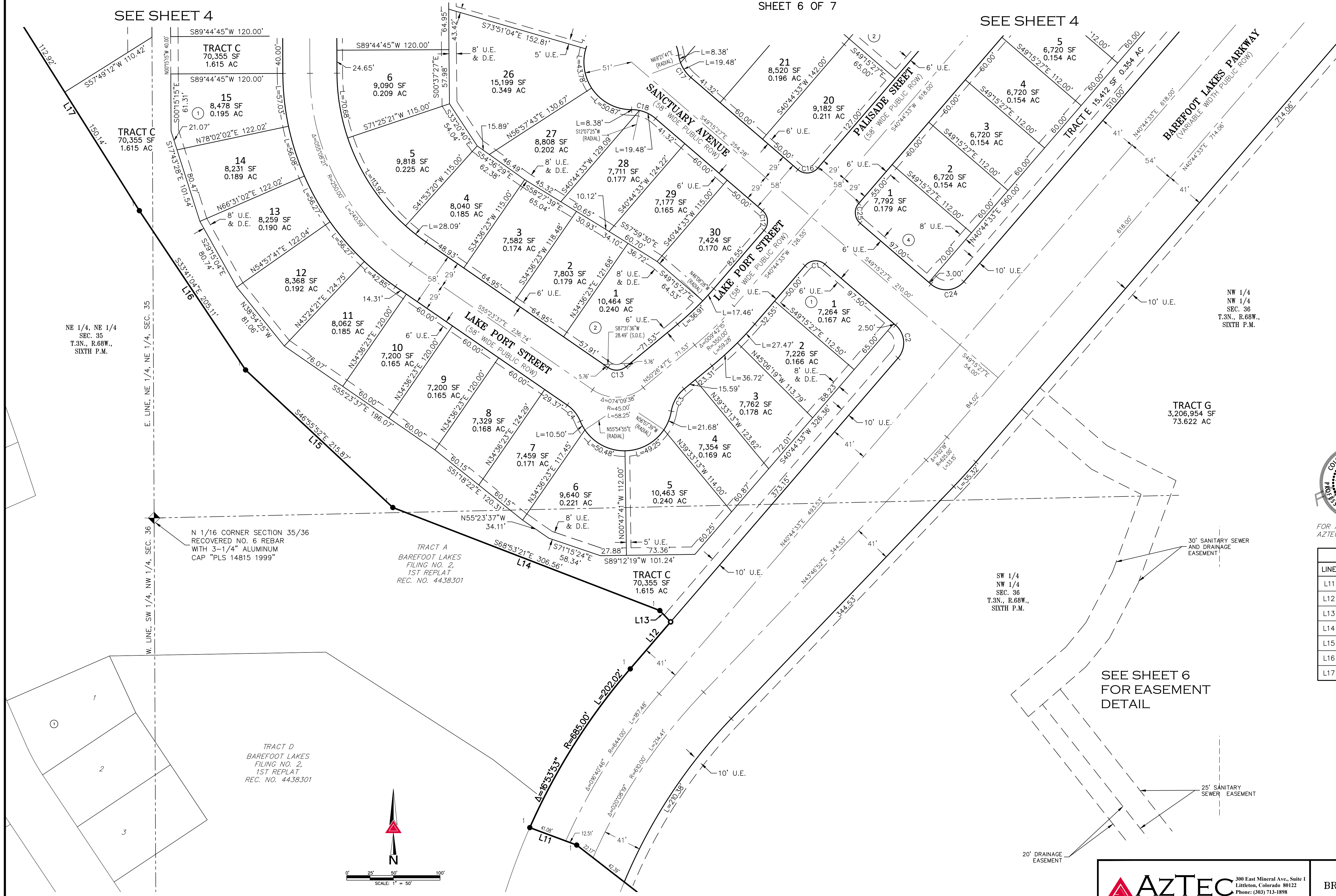


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FINAL PLAT

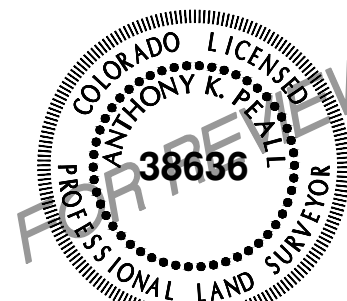
SHEET 6 OF 7



KEY MAP  
SCALE = 1" = 1000'

## LEGEND

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



FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L11        | N69°35'07"W | 53.59'  |
| L12        | N40°44'33"E | 66.39'  |
| L13        | N43°43'19"W | 16.79'  |
| L14        | N68°53'21"W | 306.56' |
| L15        | N46°55'52"W | 215.87' |
| L16        | N33°41'04"W | 205.11' |
| L17        | N32°10'48"W | 263.07' |

| CURVE TABLE |           |        |        |
|-------------|-----------|--------|--------|
| CURVE       | DELTA     | RADIUS | LENGTH |
| C1          | 90°00'00" | 15.00' | 23.56' |
| C2          | 90°00'00" | 25.00' | 39.27' |
| C3          | 40°55'34" | 39.00' | 27.86' |
| C4          | 33°06'32" | 39.00' | 22.54' |
| C12         | 90°00'00" | 15.00' | 23.56' |
| C13         | 74°09'36" | 16.00' | 20.71' |
| C16         | 90°00'00" | 15.00' | 23.56' |
| C17         | 40°55'34" | 39.00' | 27.86' |
| C18         | 40°55'33" | 39.00' | 27.86' |
| C24         | 90°00'00" | 25.00' | 39.27' |
| C25         | 90°00'00" | 15.00' | 23.56' |

## FIRESTONE INFORMATION BLOCK

|                     |                |
|---------------------|----------------|
| Name of Application | BAREFOOT LAKES |
| Type of Submittal   | FINAL PLAT     |
| Filing Number       | FILING NO. 4   |
| Phase Number        | N/A            |
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LOT DETAIL PAGE ~ SHEET 6 of 7

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(303) 706-9451

DATE OF PREPARATION: 2018-12-07

SCALE: 1" = 50'

SHEET 6 OF 7

AzTec Proj. No.: 54818-46 Drawn By: RBA

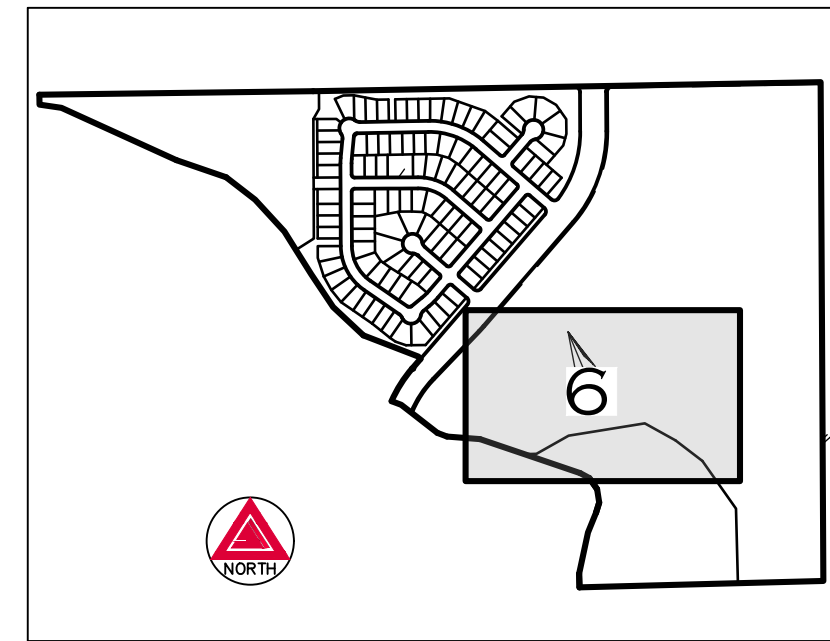
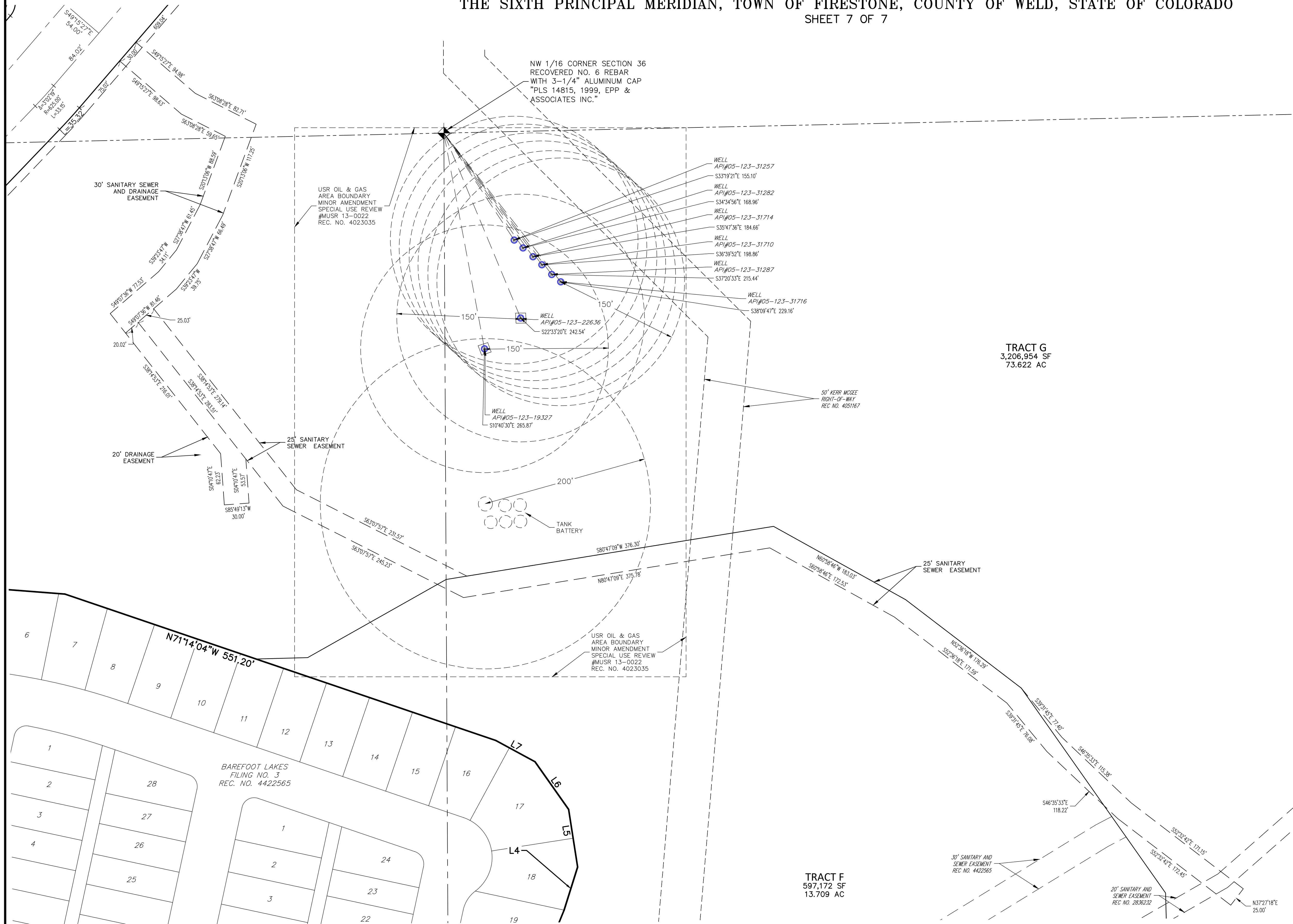


FINAL PLAT

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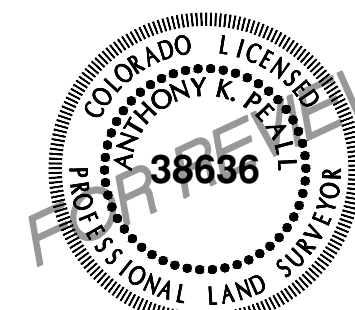
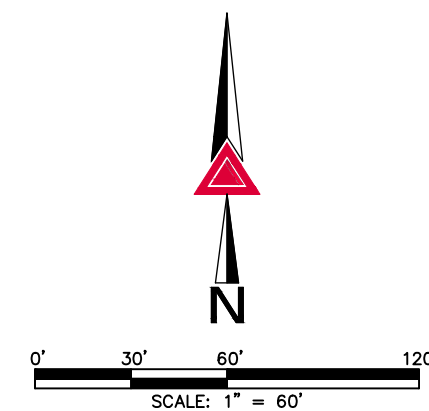
SHEET 7 OF 7



KEY MAP  
SCALE = 1" = 1000'

## LEGEND

- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
  - RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"
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FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

## FIRESTONE INFORMATION BLOCK

|                     |                |
|---------------------|----------------|
| Name of Application | BAREFOOT LAKES |
| Type of Submittal   | FINAL PLAT     |
| Filing Number       | FILING NO. 4   |
| Phase Number        | N/A            |
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| Revision Date       |                |
| Revision Date       |                |

EASEMENT PAGE ~ SHEET 7 of 7



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AzTec Proj. No.: 54818-46

Drawn By: RBA

DEVELOPER  
BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700  
CENTENNIAL, COLORADO 80111  
(303) 706-9451

DATE OF PREPARATION:

2018-12-07

SCALE:

1" = 60'

SHEET 7 OF 7



APPROVAL BLOCK

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

Mayor \_\_\_\_\_ ATTEST: Town Clerk \_\_\_\_\_

ACCEPTANCE BLOCK

By signing this FDP, the owners acknowledge and accept all of the requirements and intent set forth herein.

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

\_\_\_\_\_  
Name, Title (printed)

STATE OF COLORADO )  
\_\_\_\_\_) SS  
\_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of St. Vrain Lakes Metropolitan District No. 1.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY  
FKA CARMA BAYSHORE LLC, A COLORADO LIMITED LIABILITY COMPANY

\_\_\_\_\_  
Name, Title (printed)

\_\_\_\_\_  
Name, Title (printed)

STATE OF COLORADO )  
\_\_\_\_\_) SS  
\_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of Barefoot LLC, a Colorado Limited Liability Company.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

OWNER /  
DEVELOPERS

**St. Vrain Lakes Metro District 1**  
6465 S. Greenwood Plaza Blvd,  
Suite 700  
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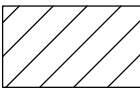
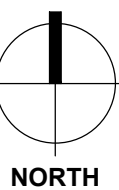
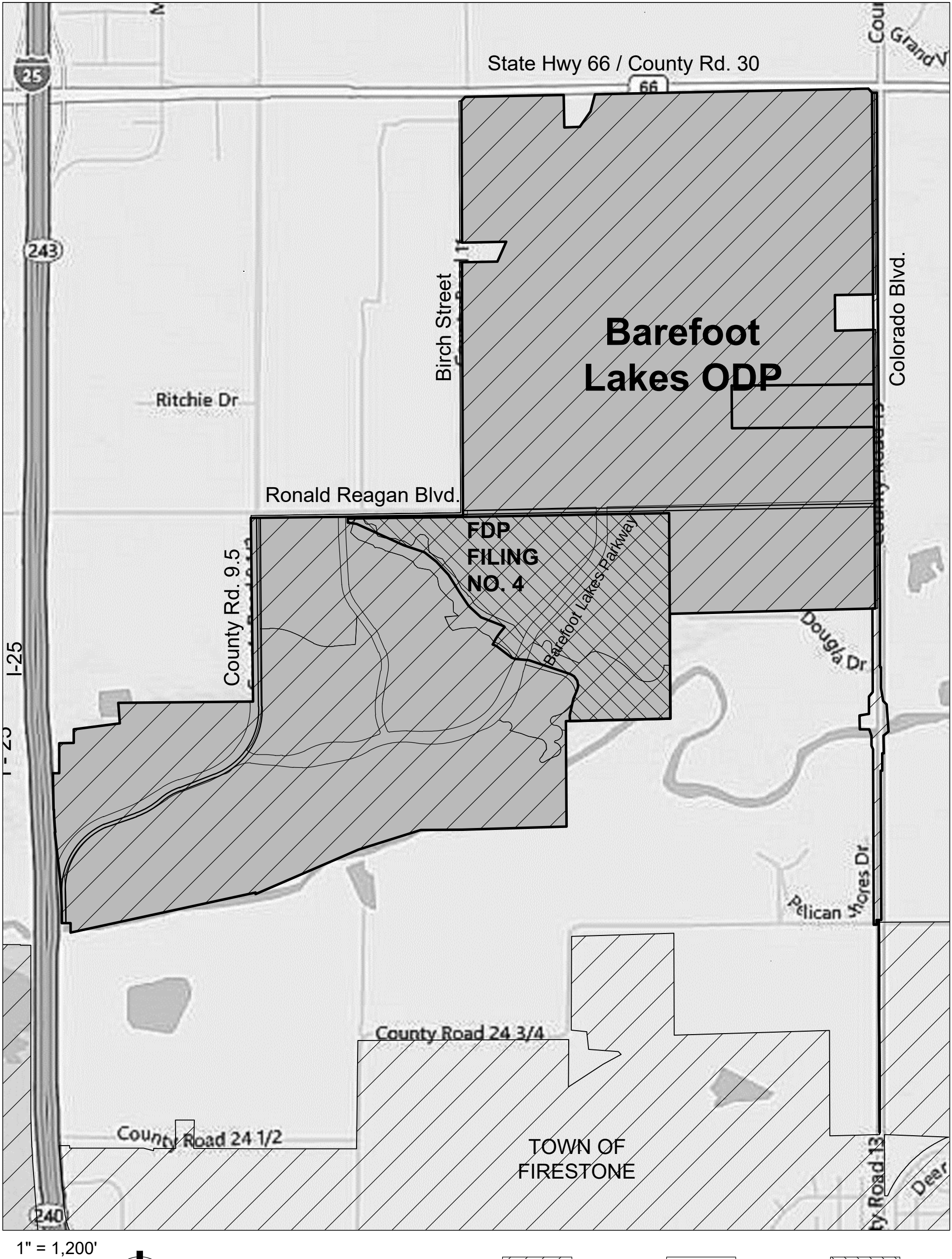
TECHNICAL  
CONSULTANTS

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
COVER AND NARRATIVE  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 1 of 58

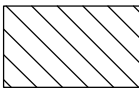
LOCATION MAP



FIRESTONE  
TOWN LIMITS



BAREFOOT  
LAKES ODP



FILING NO. 4

SHEET INDEX

| Sheet No. | Sheet Title                                |
|-----------|--------------------------------------------|
| 01        | Cover and Narrative                        |
| 02        | Narrative                                  |
| 03        | Narrative (continued)                      |
| 04        | Narrative (continued)                      |
| 05        | Narrative (continued)                      |
| 06        | Site Plan                                  |
| 07        | Site Plan                                  |
| 08        | Site Plan                                  |
| 09        | Site Plan                                  |
| 10        | Address Plan                               |
| 11        | Tract, Utility and Phasing Plan            |
| 12        | Tract, Utility and Phasing Plan            |
| 13        | Tract, Utility and Phasing Plan            |
| 14        | Tract, Utility and Phasing Plan            |
| 15        | Landscape Phasing                          |
| 16        | Grading and Drainage Plan                  |
| 17        | Grading and Drainage Plan                  |
| 18        | Grading and Drainage Plan                  |
| 19        | Grading and Drainage Plan                  |
| 20        | Landscape Standards                        |
| 21        | Planting Plan                              |
| 22        | Planting Plan                              |
| 23        | Planting Plan                              |
| 24        | Planting Plan                              |
| 25        | Planting Plan                              |
| 26        | Planting Plan                              |
| 27        | Planting Plan                              |
| 28        | Planting Plan                              |
| 29        | Planting Details                           |
| 30        | Planting Details                           |
| 31        | Planting Details                           |
| 32        | Planting Details                           |
| 33        | Character Details                          |
| 34        | Irrigation Notes                           |
| 35        | Irrigation Plan                            |
| 36        | Irrigation Plan                            |
| 37        | Irrigation Plan                            |
| 38        | Irrigation Plan                            |
| 39        | Irrigation Plan                            |
| 40        | Irrigation Plan                            |
| 41        | Irrigation Plan                            |
| 42        | Irrigation Plan                            |
| 43        | Irrigation Details                         |
| 44        | Irrigation Details                         |
| 45        | Irrigation Details                         |
| 46        | Fencing Plan                               |
| 47        | Fencing Details                            |
| 48        | Fencing Details                            |
| 49        | Fencing Details                            |
| 50        | Fencing Details                            |
| 51        | Signage Standards                          |
| 52        | Temporary Sign Types                       |
| 53        | Signage Location Plan                      |
| 54        | Signage General Information, Types A and J |
| 55        | Sign Types D and F                         |
| 56        | Sign Types G and H                         |
| 57        | Overall Lighting Plan                      |
| 58        | Residential Character Elevations           |
| 59        | xxxx                                       |

LEGAL DESCRIPTION

BAREFOOT LAKES FILING NO. 4 - FINAL DEVELOPMENT PLAN

BAREFOOT LAKES FILING NO. 4, RECORDED ON \_\_\_\_\_ AT  
RECEPTION NO. \_\_\_\_\_ AT THE OFFICE OF WELD COUNTY  
CLERK AND RECORDER.

CONTAINING AN AREA OF 139.334 ACRES (6,069,376 SQUARE FEET),  
MORE OR LESS.

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 1 of 58

PROJECT NUMBER: 5311

COVER AND  
NARRATIVE

SHEET NUMBER

L0-0

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PROJECT NARRATIVE  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 2 of 58

PROJECT NARRATIVE

Project Concept

Barefoot Lakes development (the “Development”) is an approximately 1,306-acre master-planned community that is intended to be developed as an asset to the Town of Firestone and the region. The Barefoot Lakes Filing No. 4 Final Development Plan (FDP) for a portion of Planning Area 4 (PA 4) is within the second phase of the Barefoot Lakes Outline Development Plan (ODP).

This FDP provides more detailed planning and technical utility information, includes a variety of single family housing types and will continue the landscape character of previous filings. The signature monumentation, distinctive fencing, walking trails, and open space network are all components of how the community is realizing its founding principles: being a distinctive place, encouraging stewardship of nature, supporting wellness, and providing recreation opportunities for all ages and abilities through inclusive design.

This FDP is consistent with the ODP for this property, which describes the residential developments as complementary to the region, and provides a necessary residential base for the Town of Firestone and Firestone's expanding regional commercial and employment centers. Filing 4 is zoned Planned Unit Development (PUD) with a flexible application of the PUD land use categories. The ODP allows for the following Firestone PUD Land Use Categories: Mixed Use, Neighborhood Center , Residential A, Residential B, Residential C, Open Space.

| Filing 4 FDP Land-Use Table |             |        |            |
|-----------------------------|-------------|--------|------------|
| Land Use                    | Square Feet | Acres  | % of Total |
| Single Family Residential   | 915,452     | 21.016 | 53%        |
| Tract B, C, D, E, H, I *    | 270,271     | 6.205  | 16%        |
| Road ROW                    | 546,787     | 12.553 | 32%        |
| Totals*                     | 1,732,510   | 39.773 | 100%       |

(See tract use summary table for tract land uses.)

\* Note: Tracts A, F, G not included in Filing 4 land-use calculations.

| Density and Lot Size Information                           |                       |
|------------------------------------------------------------|-----------------------|
| Lot Size Distribution                                      |                       |
| 0 - 10,000 sf:                                             | 105 Lots              |
| 10,001 - 12,500 sf:                                        | 5 Lots                |
| 12,501 - 15,000 sf:                                        | 0 Lots                |
| > 15,000 sf:                                               | 2 Lots                |
| Min. Single Family Residential Lot (sf):                   | 6,720                 |
| Max. Single Family Residential Lot (sf):                   | 18,124                |
| Mean Single Family Residential Lot (sf):                   | 8,165                 |
| Density                                                    |                       |
| Gross Area (Acres)*:                                       | 39.773                |
| Gross Density (Residential Lots / Acre)*:                  | 1.24 Lots/Ac          |
| Number of Single Family Residential Lots:                  | 112                   |
| Number of Tracts*:                                         | 6                     |
| Area of Tracts (Acres)*:                                   | 6.205                 |
| Area of Street Right -of-Way (Acres):                      | 12.553                |
| Area of Single Family Attached Residential Lots (Acres):   | 21.016                |
| Density (Single Family Attached Residential Lots / Acres): | 5.33 Lots /Ac         |
| Zoning:                                                    | PUD Mixed Use         |
| Approved Land Uses:                                        | R-A, R-B, R-C, NC, OS |

\* Note: Tracts A, F, G not included in Filing 4 land-use calculations.

Water Dedication

The water service to the entire Barefoot Lakes Filing No. 4 Subdivision is provided by Little Thompson Water District. The Owner has satisfied the water dedication requirement by a separate agreement with the Water District.

Private Maintenance and Enforcement

St. Vrain Lakes Metropolitan District 1 (SVL Metro) and Bayshore Homeowner's Association (Association) have been established to serve the development. SVL Metro will be governed by a Service Plan and the Association will be governed by Covenant's Conditions and Restrictions. SVL Metro and/or the Association(s) will be responsible for the maintenance of all common elements as set forth in the FDP. Any private roads, trails, open space and parks system within the FDP shall be maintained by a special district or Association. Please see Tract Use Summary table for more information on maintenance and controls.

Parks, Trails, and Open Space

Parks and trails in this filing are primarily concerned with complementing the existing and planned amenities of Barefoot Lakes. The public landscape and open space surrounding the single-family residences will be low water use, naturalistic in style, and favoring native and adaptive species. Sufficient park dedication for the entire site was planned as part of the ODP, and the overall community amenity plan drives the program and theming of individual neighborhood parks.

A neighborhood park is included in this FDP, most clearly seen on the landscape plans on Sheet 28 in Tract D. This park is stylized as the “neighborhood's back yard”, and features a grand farmers table for large picnic gatherings, as well as a game lawn for socializing. Trails run along the southwest drainage (bordering Filing No. 2) and along the Parkway, linking to the pool facility and eventually to Peninsula Park. This is in keeping with the overall philosophy at Barefoot Lakes, where open space and park amenities are planned for community-wide use. Starting with this Filing, running totals of open space relative to developed areas will be tracked across all proposed filings to track across overlapping filings and large open space amenities. (Refer to provided chart titled: " Open Space Calculations: Running Totals for Barefoot Lakes to Date".)

| Open Space Calculations: Running Totals for Barefoot Lakes to Date |              |                |                |                |              |                |              |                |              |
|--------------------------------------------------------------------|--------------|----------------|----------------|----------------|--------------|----------------|--------------|----------------|--------------|
|                                                                    | Filing No. 1 | F1 - 1st Amend | F1 - 2nd Amend | F1 - 5th Amend | Filing No. 2 | F2 - 1st Amend | Filing No. 3 | F1 - 3rd Amend | Filing No. 4 |
|                                                                    | Area (ac)    | Area (ac)      | Area (ac)      | Area (ac)      | Area (ac)    | Area (ac)      | Area (ac)    | Area (ac)      | Area (ac)    |
| Single Family Residential                                          | 50.000       | 49.999         | 50.380         | 52.685         | 90.830       | 90.564         | 103.457      | -              | 124.638      |
| Open Space (O.S.) Tracts                                           | 33.200       | 33.201         | 32.820         | 33.527         | 63.378       | 63.995         | 69.112       | -              | 88.860       |
| Lake Tract                                                         | 180.725      | 180.725        | 180.725        | 180.725        | 180.725      | 180.725        | 180.725      | 180.725        | 180.725      |
| Road ROW                                                           | 42.980       | 42.980         | 42.980         | 42.980         | 55.600       | 55.248         | 67.033       | -              | 78.816       |
| Areas that do not count toward O.S. due to use                     | 6.483        | 6.483          | 6.102          | 2.348          | 10.640       | 10.640         | 11.016       | -              | 11.016       |
| 1/2 of Lake SF cannot count toward O.S. per Annexation Agreement   | 50.363       | 50.363         | 50.363         | 50.363         | 50.363       | 50.363         | 50.363       | 50.363         | 50.363       |
| Net Area                                                           | 306.904      | 306.904        | 306.904        | 309.917        | 390.533      | 390.531        | 420.327      | 180.725        | 473.040      |
| Net O.S.                                                           | 157.078      | 157.079        | 157.079        | 161.540        | 183.100      | 183.716        | 188.457      | 130.361        | 208.206      |
| % O.S. of Total Area                                               | 51.18%       | 51.18%         | 51.18%         | 52.12%         | 46.88%       | 47.04%         | 44.84%       | 72.13%         | 44.01%       |

This Filing continues the regional trail along Barefoot Lakes Parkway, where it will eventually connect to future development in the north. Tract trails primarily serve as links between the community and the Regional trail, especially to the loop around the lake to the southwest. Trails for the proposed area are shown with the FDP Site Plans on Sheets 6 through 9. Tract trails are designed as part of a larger network of trails promoting connectivity beyond the boundary of the FDP. Neighborhood sidewalks are detached and tree lawns shall be maintained by the homeowner.

This FDP allows for two optional trail connections to Filing No. 2. Trail Connection Option 1 is located along Barefoot Lakes Parkway. Trail Connection Option 2 is separated from Barefoot Lakes Parkway, further to the west. The Developer is allowed to implement both options but is only required to provide one of them. It is up to the Developer's discretion which option is chosen for implementation. Character imagery of the crossing is included on Sheet 25.

This Filing continues the regional trail along Barefoot Lakes Parkway, where it will eventually connect to future development in the north. Tract trails primarily serve as links between the community and the Regional trail, especially to the loop around the lake to the southwest. Trails for the proposed area are shown with the FDP Site Plans on Sheets 6 through 8. Tract trails are designed as part of a larger network of trails promoting connectivity beyond the boundary of the FDP. Neighborhood sidewalks are detached and tree lawns shall be maintained by the homeowner.

Tract Land Use

As defined by Town of Firestone Development Regulations, PUD land use categories of Open Space can include active and passive open space uses and landscape enhancements of developed areas. Active open space uses can include tot lots, playgrounds, sports fields, and trails. Passive open space uses can include naturalized areas, greenbelts, trails, and gardens. Drainage improvements, monumentation, signage, pedestrian access and utilities are permitted in Barefoot Lakes open space.

Tract A "Future Development" allows for future residential development or the future development of a school site. Tract H is reserved for future development, access to future development in Tract A, or emergency access to a school located in Tract A (if needed).

| Tract Use Summary Table |           |           |                      |              |                             |              |               |
|-------------------------|-----------|-----------|----------------------|--------------|-----------------------------|--------------|---------------|
| Tract                   | Area (sf) | Area (ac) | Impervious Area (sf) | % Impervious | Use                         | Owner        | Maintained By |
| A                       | 532,740   | 12.230    | 10,655               | 2%           | FUTURE DEVELOPMENT          | BAREFOOT LLC | BAREFOOT LLC  |
| B                       | 154,347   | 3.543     | 20,065               | 13%          | O, PA, D                    | SVLMD        | SVLMD         |
| C                       | 70,355    | 1.615     | 5,628                | 8%           | O, PA, D                    | SVLMD        | SVLMD         |
| D                       | 15,657    | 0.359     | 5,167                | 33%          | O, P, PA, D                 | SVLMD        | SVLMD         |
| E                       | 15,412    | 0.354     | 1,541                | 10%          | O, PA, D                    | SVLMD        | SVLMD         |
| F                       | 597,172   | 13.709    | 11,943               | 2%           | O, D                        | SVLMD        | SVLMD         |
| G                       | 3,206,954 | 73.622    | 64,139               | 2%           | FUTURE DEVELOPMENT          | BAREFOOT LLC | BAREFOOT LLC  |
| H                       | 8,400     | 0.193     | 168                  | 2%           | O, D, OR FUTURE DEVELOPMENT | SVLMD        | SVLMD         |
| I                       | 6,100     | 0.140     | 122                  | 2%           | O, D                        | SVLMD        | SVLMD         |
| Totals                  | 4,607,137 | 105.765   | 119,428              | 3%           |                             |              |               |

TRACT USE LEGEND

- O OPEN SPACE
- P PARK
- PA PEDESTRIAN ACCESS
- D DRAINAGE

OWNER LEGEND

- SVVSD ST. VRAIN VALLEY SCHOOL DISTRICT
- SVLMD ST. VRAIN LAKES METROPOLITAN DISTRICT

Environmental Impact Mitigation

The Environmental Site Assessment prepared by ERO Resources identified no known wetlands, streams, or predominately tree-covered areas in the FDP. There are wetlands along the southwest edge, within the Filing 3 boundary.

The site had been used for agriculture for many preceding years, and there has been no observation of additional wetlands, underlying historical or archeological sites, or significant trees (based on visual observation of the property).

Controls

Please refer to the Private Maintenance and Enforcement and Tract Use Summary Table in the prior section.

Drainage

Drainage improvements for the proposed Development consist of landscaped swales, roads, storm sewer, and water quality/detention facilities. Improvements will be phased to coincide with each anticipated development phase.

Utilities and Service Requirements

The Development is planned to be served by the following:

- Metro Districts -Saint Vrain Lakes Metropolitan District No. 1 (SVL Metro)
- Gas - Black Hills Energy
- Electric - United Power
- Telephone - Comcast
- Recreation - Town of Firestone, Carbon Valley Park and Recreation District, and/or SVL Metro
- Police Protection - Town of Firestone
- Fire Protection - Frederick-Firestone Fire Protection District
- Potable Water - Little Thompson Water District
- Sanitary Sewer - St. Vrain Sanitation District
- Schools - St. Vrain Valley School District, RE-1J
- Street Maintenance of Town Owned Public Streets - Town of Firestone
- Stormwater Facility Maintenance (except operation of the lakes) - Town of Firestone
- Lake Management - SVL Metro and/or Little Thompson Water District
- Raw Water Irrigation System (if developed in the future) - SVL Metro and/or Little Thompson Water District

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 2 of 58

PROJECT NUMBER: 5311

PROJECT  
NARRATIVE

SHEET NUMBER

L0-1

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Jun 11, 2016 - 4:02pm  
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PROJECT NARRATIVE, CONTINUED

**Parking**  
No additional parking spaces are required other than on-street parking and private single-family home driveways. There is a driveway restriction on Lot 1, Block 2: the driveway must be located on the short side (southwest facing) of the lot, and must be located outside of the site distance triangle.

A final street layout is shown in the FDP Site Plans Sheets 6 through 9. The final layout involves the following connections to tie in with adjacent future development:

- Ronald Reagan Blvd will extend to Barefoot Lakes Parkway.
- The Filing No. 4 neighborhood will be connected to Barefoot Lakes Parkway at two points.
- Barefoot Lakes Parkway will continue from the wetland crossing in the southwest to Ronald Reagan Blvd. in the northeast.

Lighting

Street lights shall be located, at a minimum, at intersections and pedestrian crossings as shown on Sheet 57 of this FDP. Street lights in Filing 4 match the street lights from previous Filings.

Fencing Standards

Barefoot Lakes Filing No. 4 makes use of signature fencing to establish a consistent aesthetic throughout the development. Filing 4 varies slightly from previous filings in order to distinguish between the different neighborhoods, but are similar enough to still be cohesive with previous filings. For fencing standards, refer to Sheets 46 through 50.

Adjacent Road Right of Way

Any development within portions of Ronald Regan Boulevard (CR 28) adjacent to the property encompassed by this FDP shall be governed by the provisions of the FDP, including but not limited to, signage, street cross sections, landscaping and lighting.

Architecture Design Standards

General Standards

Architectural standards will conform to Town regulations and municipal code as they may be amended from time to time. Firestone's rules and regulations for architecture shall be in full force and effect unless specifically superseded herein.

All homes developed in this FDP shall be in keeping with the quality of the homes shown on the Residential Character Elevations page of this FDP (Sheet 58).

Elevations

Sample architectural elevations indicating the general architectural style and quality of homes are shown on Sheet 58. All homebuilders shall submit plans that are generally consistent with the quality of the sample elevations and meets the architectural and development standards noted below:

- Generally, when looking at the Front of any lot, the Right Elevation is to the right of the Front, the Left Elevation is to the left of the Front and the Rear Elevation is opposite the Front of the lot (i.e. the Front Elevation).
- Rock means rock, brick, stone or cultured stone.
- Building orientation: This FDP provides for either the short side or the long side of a structure to be facing the street.
- All homes shall meet the following architectural standards:
  - All lap siding shall be no less than 8-inches with no less than a 7-inch exposure unless different dimensions are deliberately used to achieve an architectural effect in keeping with the proposed elevations.
  - Where used, trim board at windows and building corners will be sized and placed in keeping with the architectural style.
  - Roof materials shall be of high-quality composite, tile, or similar, preferably designed to provide increased contrast and shadows.
  - Similar house elevations shall not be placed next to or directly across from one another.
  - Detached garages are permitted.
  - There are no minimum floor areas for any residence within this FDP.

Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PROJECT NARRATIVE  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 3 of 58

Enhanced Elevation Table:

| Lot No. | Enhancement Location |       |      |
|---------|----------------------|-------|------|
|         | Left                 | Right | Rear |
| Block 1 |                      |       |      |
| 1       | X                    |       | X    |
| 2       |                      |       | X    |
| 3       |                      |       | X    |
| 4       |                      |       | X    |
| 5       |                      |       | X    |
| 6       |                      |       |      |
| 7       |                      |       |      |
| 8       |                      |       |      |
| 9       |                      |       |      |
| 10      |                      |       |      |
| 11      |                      |       |      |
| 12      |                      |       |      |
| 13      |                      |       |      |
| 14      |                      |       |      |
| 15      |                      |       |      |
| 16      |                      |       |      |
| 17      |                      |       |      |
| 18      |                      |       |      |
| 19      |                      |       |      |
| 20      |                      |       |      |
| 21      |                      |       |      |
| 22      |                      |       |      |
| 23      |                      |       |      |
| 24      |                      |       |      |
| 25      |                      | X     |      |
| 26      | X                    |       | X    |
| 27      |                      |       | X    |
| 28      |                      |       | X    |
| 29      |                      |       | X    |
| 30      |                      |       | X    |
| 31      |                      |       | X    |
| 32      |                      |       | X    |
| 33      |                      |       | X    |
| 34      |                      |       | X    |
| 35      |                      |       | X    |
| 36      |                      |       | X    |
| 37      |                      |       | X    |
| 38      | X                    |       |      |
| 39      |                      |       |      |
| 40      |                      |       | X    |
| 41      |                      |       | X    |
| 42      |                      |       | X    |
| 43      |                      |       | X    |
| 44      |                      |       | X    |
| 45      |                      |       | X    |
| 46      | X                    |       |      |
| 47      |                      |       |      |
| 48      |                      |       | X    |
| 49      |                      |       | X    |

| Lot No. | Enhancement Location |       |      |
|---------|----------------------|-------|------|
|         | Left                 | Right | Rear |
| Block 2 |                      |       |      |
| 1       |                      | X     |      |
| 2       |                      |       |      |
| 3       |                      |       |      |
| 4       |                      |       |      |
| 5       |                      |       |      |
| 6       |                      |       |      |
| 7       |                      |       |      |
| 8       |                      |       |      |
| 9       |                      |       |      |
| 10      | X                    |       |      |
| 11      |                      |       |      |
| 12      |                      |       |      |
| 13      |                      |       |      |
| 14      |                      |       |      |
| 15      |                      |       |      |
| 16      |                      |       |      |
| 17      |                      |       |      |
| 18      |                      |       |      |
| 19      | X                    |       |      |
| 20      |                      | X     |      |
| 21      |                      |       |      |
| 22      |                      |       |      |
| 23      |                      |       |      |
| 24      |                      |       |      |
| 25      |                      |       |      |
| 26      |                      |       |      |
| 27      |                      |       |      |
| 28      |                      |       |      |
| 29      |                      |       |      |
| 30      | X                    |       |      |

| Lot No. | Enhancement Location |       |      |
|---------|----------------------|-------|------|
|         | Left                 | Right | Rear |
| Block 3 |                      |       |      |
| 1       |                      | X     |      |
| 2       |                      |       |      |
| 3       |                      |       |      |
| 4       |                      |       |      |
| 5       |                      |       |      |
| 6       |                      |       |      |
| 7       |                      |       |      |
| 8       |                      |       |      |
| 9       |                      |       |      |
| 10      |                      |       |      |
| 11      | X                    |       |      |
| 12      |                      | X     |      |
| 13      |                      |       |      |
| 14      |                      |       |      |
| 15      |                      |       |      |
| 16      |                      |       |      |
| 17      |                      |       |      |
| 18      |                      |       |      |
| 19      |                      |       |      |
| 20      |                      |       |      |
| 21      |                      |       |      |
| 22      |                      |       |      |
| 23      |                      |       |      |
| 24      |                      |       |      |
| 25      | X                    |       |      |

| Lot No. | Enhancement Location |       |      |
|---------|----------------------|-------|------|
|         | Left                 | Right | Rear |
| Block 4 |                      |       |      |
| 1       |                      | X     | X    |
| 2       |                      |       | X    |
| 3       |                      |       | X    |
| 4       |                      |       | X    |
| 5       |                      |       | X    |
| 6       |                      |       | X    |
| 7       |                      |       | X    |
| 8       |                      |       | X    |
| 9       | X                    |       | X    |

- c. Example Enhanced Elevation Options may include, but are not limited to:
- Wrap masonry that exists on the front elevation to the enhanced side/rear. Masonry shall terminate at an inside corner or a location that works with the architectural style of the home.
  - Window grids that appear on the front elevation carry around to the enhanced side/rear.
  - Shutters found on the front elevation are included in key locations on the enhanced side/rear.
  - Additional design elements featured on the front elevations of the home that are carried to the enhanced side/rear.
  - Optional extended living spaces, fireplaces, covered patios that create plane articulation become standard on the enhanced side/rear.
  - Decorative gable end detailing wraps to the enhanced side/rear.
  - dditional landscaping at exposed rear and corner lots requiring enhancement at the side/rear.

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 3 of 58

PROJECT NUMBER: 5311

PROJECT  
NARRATIVE

SHEET NUMBER

L0-2

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PROJECT NARRATIVE, CONTINUED

7. Exterior wall materials include the following, or similar quality materials:
- a. Acceptable materials include cementitious hardboard siding panels and shingles, stained cedar shingles, painted wood siding, and stucco.
  - b. Brick and stone are in accordance with the architectural style.
  - c. The number of materials used in a wall elevation must compliment the architectural style.
  - d. Material changes should generally occur along a horizontal line, typically at a floor line or a gable end. Vertical changes must occur at logical articulations of the building wall, and at inside corners. Generally, lighter materials should be placed above those of heavier weight.
  - e. Encouraged siding patterns include: clapboard, shiplap, drop siding, tongue-and-groove (vertical and horizontal), board and batten, and shingle coursing.
  - f. When appropriate for the architectural style, all elevations of a building shall be designed using the same (one or two) materials in similar configurations.
8. Architecture color:
- a. The overall color scheme for a residence shall be of a unified palette. As a counterpoint to the diversity found throughout neighborhood, a single color composition may also be appropriate for certain block faces or streets.
  - b. It is preferred that colors of residences on blocks are in harmony together.
  - c. Residences should generally limit color its palette to 5 colors, including the trim color, front door color, and the color of the masonry (if any).
  - d. Local landscape characteristics provide good clues for appropriate color palettes. For example, blue reflects sky, ochre reflects native grasses, green reflects trees, terra cotta reflects earth. Colors may be bold or muted, but should be grounded in earth tones and landscape colors. Bright colors are discouraged except in limited capacities as feature enhancements, and fluorescents are prohibited.
  - e. The roof color should be coordinated with the building's wall colors and architectural style.

Roof forms

- 1. The roof form and slope shall be consistent with the specific architectural style of the house, as in the examples on sheet 58; however, there is no specific limit on the number of roof planes.

Foundation Walls

- 1. The maximum amount of bare foundation wall permitted to be exposed above finished grade is 8-inches.

Address Signs

- 1. Street addresses are to be prominently displayed, plainly visible from the street.

Accessory Structures

- 1. Each lot will be allowed a maximum of one accessory structure, which shall be set back at least five feet from any property line. Accessory structures are not permitted in the front yards, side yards that face a public street, within utility easements or within oil and gas well setbacks. The square footage of the accessory building located on the ground shall be no larger than 200 square feet of floor area and may not exceed a height of twelve feet. Construction materials shall be similar to the primary building and must be constructed of durable, low maintenance materials, architecturally compatible and integrated with existing buildings and structures. Accessory structures and facilities are to be screened, to the extent possible, from public streets and sidewalks, either by screening, landscaping, location or other techniques deemed sufficient. Drainage from the roof of the shed shall not be permitted to run off onto the property of another nor shall it run off into the foundation of the main structure.

Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PROJECT NARRATIVE  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 4 of 58

Accessory Structures (Continued)

- 2. All accessory structures shall be constructed of appropriate and compatible materials taken from residential architecture and color schemes. No plastic structures are allowed.

Freestanding Garage

- 1. One garage is permitted per lot; it may be either attached or freestanding. A freestanding garage is not considered to be an accessory structure. Freestanding garages are subject to the same setback requirements as primary structures, unless otherwise described in the setback table. The square footage of the freestanding garage shall not exceed 900 square feet of floor area and may not exceed allowable building heights. Construction materials and color scheme shall be similar to the primary building. Freestanding garages siding a street be constructed with enhanced side elevations. Freestanding garages are not permitted as habitable structures.
- 2. Where two detached garages (of adjacent properties) are on the same property line, the faces of the garages shall be offset a minimum of 6 feet so they do not form a continuous wall along the street. Areas between adjacent garages must be well-maintained, and are not permitted to be lawn.
- 3. Where two swing loaded garages are adjacent on a shared property line, one of those garages is allowed a decreased front setback of 9 feet.
- 4. The configuration of garage and driveway must allow vehicles parked in the driveway to not extend into the front or side right-of-way.

Landscape Design Standards

Barefoot Lakes Filing No. 4 makes use of a consistent landscape aesthetic to establish a consistent quality and character with previous Filings. For landscape standards, refer to Sheet 20.

Barefoot Lakes Signage Standards

Barefoot Lakes makes use of signature monumentation and a consistent aesthetic for all signs. For signage standards, refer to Sheets 51 through 56.

Development Schedule

At this time, development is scheduled to begin after approval of the Final Plat and FDP. It is expected that construction of all utility and street infrastructure will begin in 2019. Refer to the phasing plans on Sheets 11 through 15. Home construction will be dependent upon current market conditions, but is expected to start after substantial completion of utility and street infrastructure. This FDP is set to expire 12/31/2030

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

| FIRESTONE<br>INFORMATION BLOCK |                             |
|--------------------------------|-----------------------------|
| BAREFOOT LAKES                 |                             |
| Name of application:           | Barefoot Lakes Filing No. 4 |
| Type of Submittal:             | FDP                         |
| Filing #:                      | 4                           |
| Phase #:                       |                             |
| First Submittal:               | 12.21.2018                  |
| Revision 1:                    | 03.14.2019                  |
| Revision 2:                    | 06.10.2019                  |
| Revision 3:                    |                             |
| Sheet <u>4</u> of <u>58</u>    |                             |

PROJECT NUMBER: 5311

PROJECT  
NARRATIVE

SHEET NUMBER

L0-3

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PROJECT NARRATIVE, CONTINUED

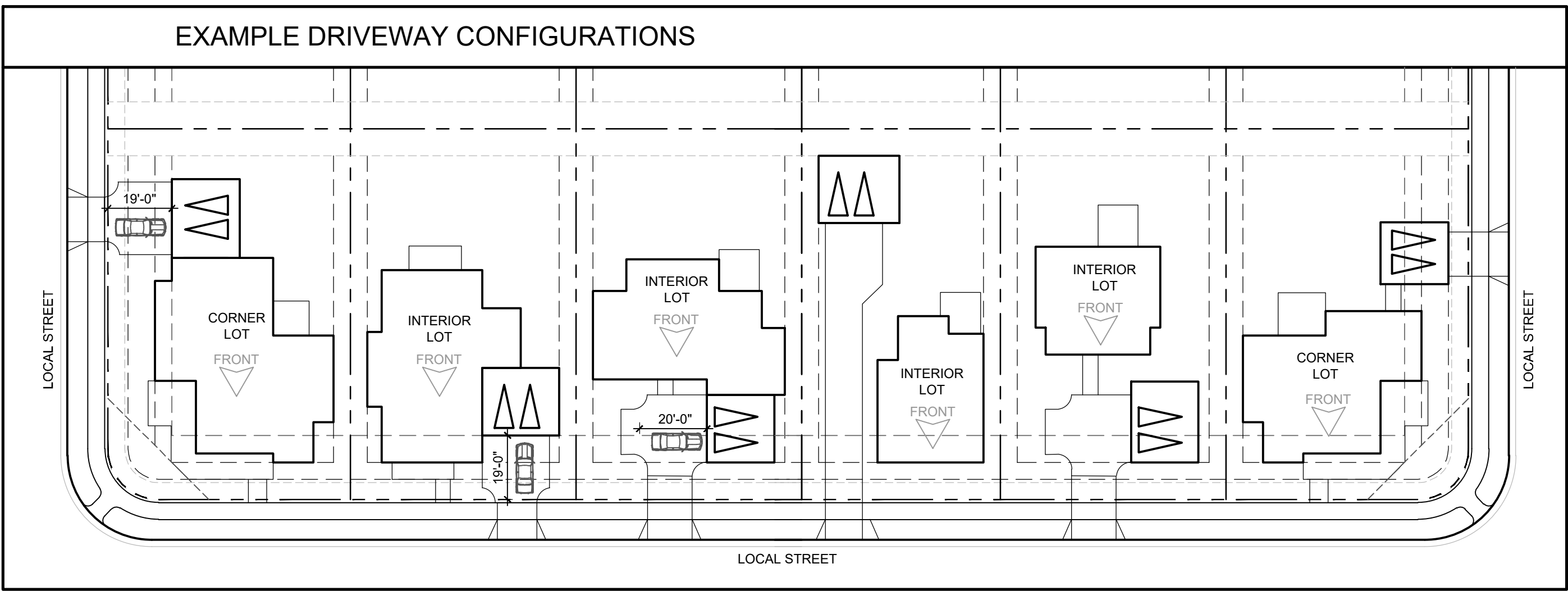
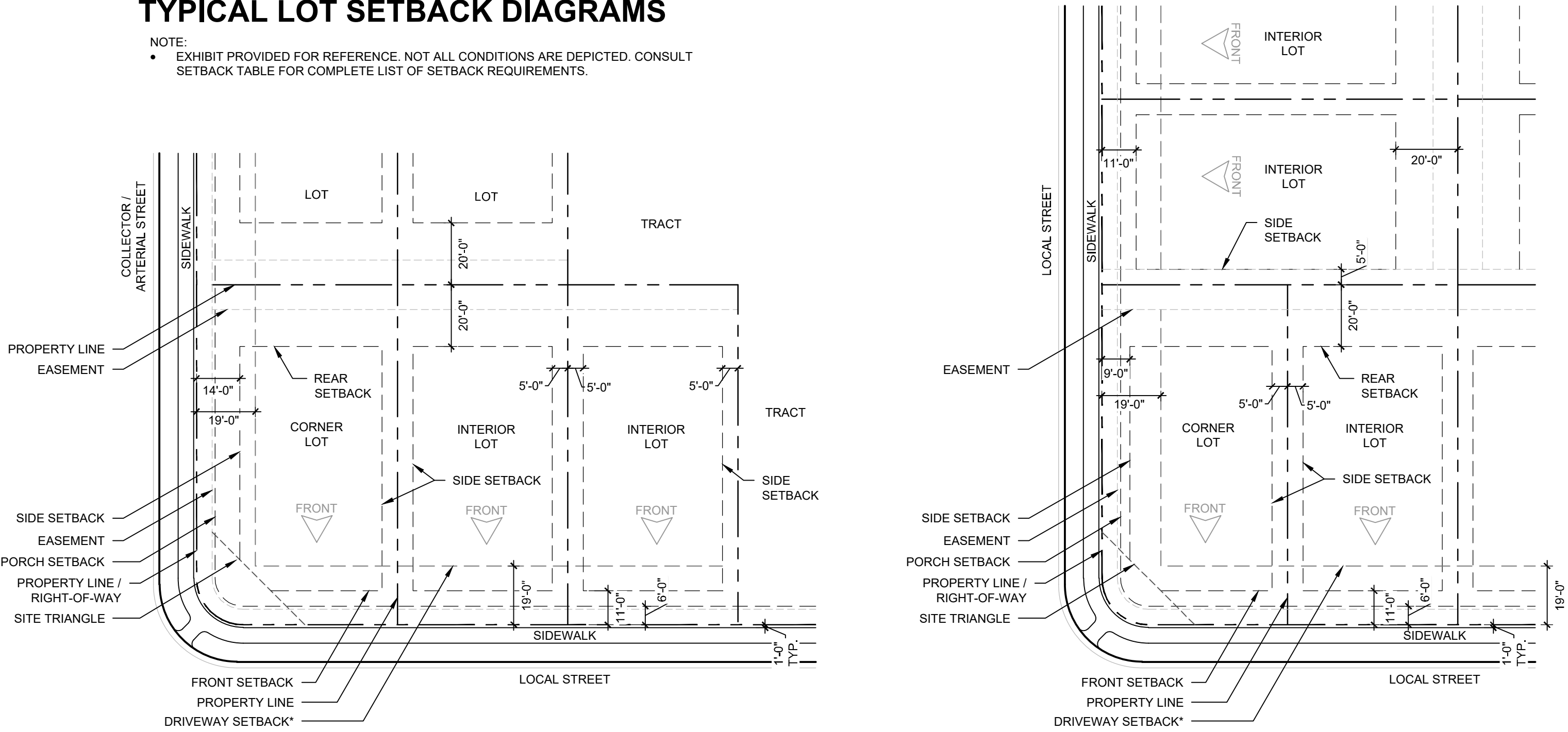
BUILDING SETBACK TABLE:

| REQUIREMENT DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                       | STANDARD (Feet)           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Minimum Setbacks for Primary Structure (Setback to Right-of-Way, Feet)</b>                                                                                                                                                                                                                                                                                                                                                                 |                           |
| Front                                                                                                                                                                                                                                                                                                                                                                                                                                         | 11                        |
| Side – Interior (at Adjacent Lot or Tract)                                                                                                                                                                                                                                                                                                                                                                                                    | 5                         |
| Side – at Local Street                                                                                                                                                                                                                                                                                                                                                                                                                        | 9                         |
| Side – at Collector/Arterial Street                                                                                                                                                                                                                                                                                                                                                                                                           | 14                        |
| Rear – Interior (at Adjacent Lot or Tract)                                                                                                                                                                                                                                                                                                                                                                                                    | 20                        |
| Rear – Tract                                                                                                                                                                                                                                                                                                                                                                                                                                  | 20                        |
| Attached Garage - Front and Side                                                                                                                                                                                                                                                                                                                                                                                                              |                           |
| For any driveway there is a minimum setback of 19 feet between the garage and the right-of-way line, to prevent vehicles parking in the driveway from extending beyond the right-of-way line.                                                                                                                                                                                                                                                 | 19 *                      |
| * The 19 foot garage setback shall not be required if the configuration of the garage and driveway allows vehicles parked in the driveway to not extend into the right-of-way, as in the example diagrams.                                                                                                                                                                                                                                    |                           |
| Freestanding Garage – Front                                                                                                                                                                                                                                                                                                                                                                                                                   | 19 **                     |
| Freestanding Garage – Side Interior (at Adjacent Lot or Tract)                                                                                                                                                                                                                                                                                                                                                                                | 3                         |
| Freestanding Garage – Side (at Local Street)                                                                                                                                                                                                                                                                                                                                                                                                  | 6                         |
| Freestanding Garage – Side (at Collector/Arterial Street)                                                                                                                                                                                                                                                                                                                                                                                     | 11                        |
| Freestanding Garage – Rear, at interior lot                                                                                                                                                                                                                                                                                                                                                                                                   | 8                         |
| ** The 19 foot garage setback shall not be required if the configuration of the garage and driveway allows vehicles parked in the driveway to not extend into the right-of-way, as in the example diagrams. In the event that two detached garages are adjacent on a shared property line, one of those garages is allowed a decreased front setback as described in the "Freestanding Garage" section of the Architectural Design Standards. |                           |
| <b>Minimum Setback for detached Accessory Structures (Feet)</b>                                                                                                                                                                                                                                                                                                                                                                               |                           |
| Side – Interior (at Adjacent Lot or Tract)                                                                                                                                                                                                                                                                                                                                                                                                    | 5                         |
| Side – at Local Street                                                                                                                                                                                                                                                                                                                                                                                                                        | 14                        |
| Side – at Collector/Arterial Street                                                                                                                                                                                                                                                                                                                                                                                                           | 19                        |
| Rear                                                                                                                                                                                                                                                                                                                                                                                                                                          | 8                         |
| <b>Minimum Setback for decks and balconies (Feet)</b>                                                                                                                                                                                                                                                                                                                                                                                         |                           |
| Front Yard – Porch                                                                                                                                                                                                                                                                                                                                                                                                                            | 6                         |
| Front Yard – Balcony                                                                                                                                                                                                                                                                                                                                                                                                                          | 6                         |
| Rear Yard – Decks greater than 30 inches above finish grade (distance given from rear property line)                                                                                                                                                                                                                                                                                                                                          | 12                        |
| Rear Yard – Decks less than 30 inches above finish grade                                                                                                                                                                                                                                                                                                                                                                                      | Up to utility easement    |
| Rear Yard – Patios at grade                                                                                                                                                                                                                                                                                                                                                                                                                   | 0                         |
| Side Yard – Decks of any height                                                                                                                                                                                                                                                                                                                                                                                                               | Same as building setbacks |
| <b>* Notes regarding Decks:</b>                                                                                                                                                                                                                                                                                                                                                                                                               |                           |
| • Deck setbacks shall be measured from the lot line to any portion of the deck.                                                                                                                                                                                                                                                                                                                                                               |                           |
| • No deck shall be constructed within the side setbacks or upon any established easement, except as noted in the encroachments / projections table below.                                                                                                                                                                                                                                                                                     |                           |
| • Decks may be covered provided such cover does not extend into the building side setbacks.                                                                                                                                                                                                                                                                                                                                                   |                           |
| • All covered decks must meet the same setbacks as the building (15' rear setback).                                                                                                                                                                                                                                                                                                                                                           |                           |
| • All uncovered decks greater than 30" above grade are allowed a reduced rear setback (12').                                                                                                                                                                                                                                                                                                                                                  |                           |
| • Eaves and stairs for both covered and uncovered decks are allowed the 3' encroachment beyond the deck setback.                                                                                                                                                                                                                                                                                                                              |                           |
| • Covers over patios must meet the same setbacks as covered decks, in that their cover may not extend into building setbacks.                                                                                                                                                                                                                                                                                                                 |                           |
| <b>Encroachments/Projections into setbacks (Feet)</b>                                                                                                                                                                                                                                                                                                                                                                                         |                           |
| No encroachments are permitted into easements                                                                                                                                                                                                                                                                                                                                                                                                 | -                         |
| Eaves and Awnings                                                                                                                                                                                                                                                                                                                                                                                                                             | 3                         |
| Window Well opening (not including frame)                                                                                                                                                                                                                                                                                                                                                                                                     | 3                         |
| Fireplaces, Chimneys, Bay Windows and Building Projections                                                                                                                                                                                                                                                                                                                                                                                    | 2                         |
| Side Balconies                                                                                                                                                                                                                                                                                                                                                                                                                                | 2                         |
| Rear Staircases                                                                                                                                                                                                                                                                                                                                                                                                                               | 4                         |
| Freestanding Garage - Eave at side of lot                                                                                                                                                                                                                                                                                                                                                                                                     | 6 inches                  |

Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PROJECT NARRATIVE  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 5 of 58

TYPICAL LOT SETBACK DIAGRAMS

NOTE:  
• EXHIBIT PROVIDED FOR REFERENCE. NOT ALL CONDITIONS ARE DEPICTED. CONSULT SETBACK TABLE FOR COMPLETE LIST OF SETBACK REQUIREMENTS.



OTHER BUILDING REQUIREMENTS:

| REQUIREMENT DESCRIPTION                                                                                                                                                          | STANDARD (Feet) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Building Height* Limitations (Feet)</b>                                                                                                                                       | 35              |
| * The maximum building heights are based on the difference between the maximum first floor finished floor elevation (as described on the FDP) and the highest point of the roof. |                 |
| <b>Building Height Limitation for a Freestanding Garage *</b>                                                                                                                    | 25              |
| <b>Maximum Lot Coverage (%)</b><br>(Measured by the footprint of the building, accessory structures, garage, freestanding garage, porches, decks and balconies.)                 | 70              |

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FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 5 of 58

PROJECT NUMBER: 5311

PROJECT  
NARRATIVE

SHEET NUMBER

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 6 of 58

LEGEND

- FDP BOUNDARY
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED CENTERLINE
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- LOT NUMBER
- BLOCK NUMBER



FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

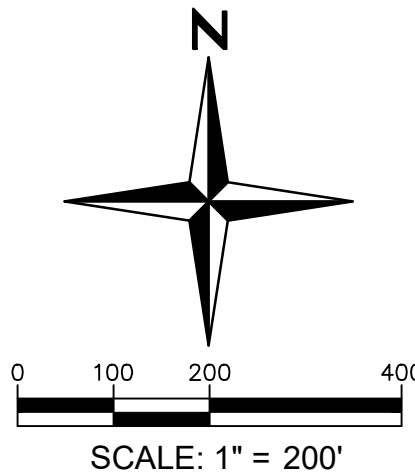
OVERALL  
SITE PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
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| Revision 1:          | 03.14.2019                  |
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| Revision 3:          |                             |

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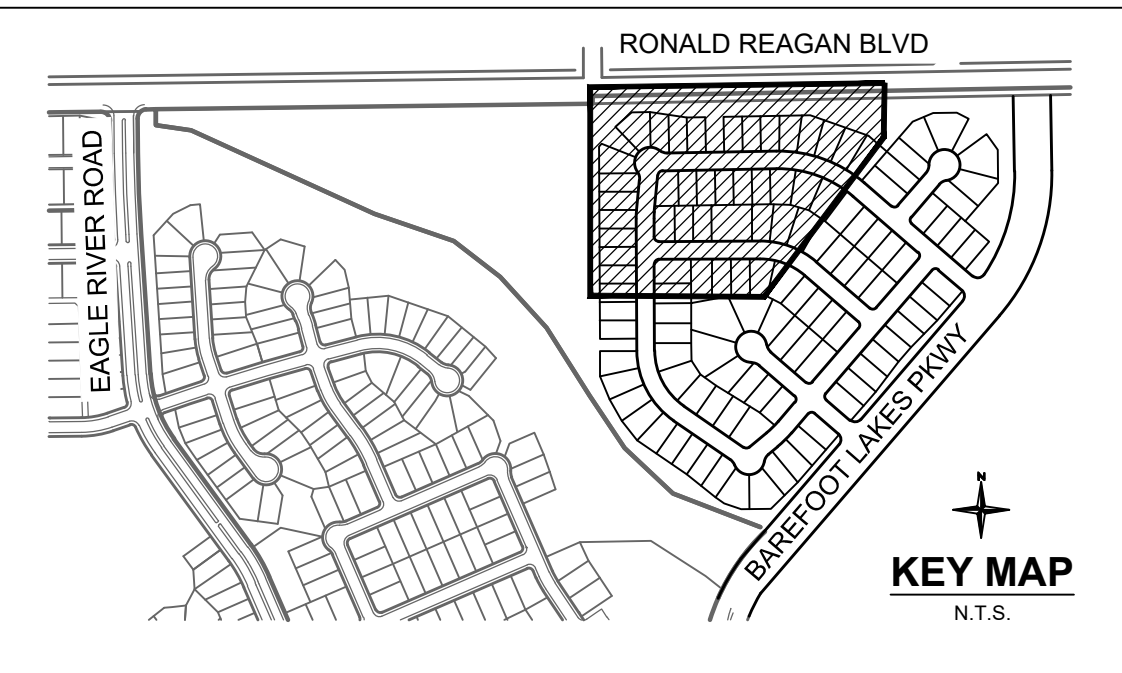
| LINE | BEARING     | LENGTH  |
|------|-------------|---------|
| L1   | N01°30'16"W | 70.84'  |
| L2   | N12°05'48"E | 220.00' |
| L3   | N22°09'52"E | 111.72' |
| L4   | N17°27'09"E | 54.72'  |
| L5   | N08°52'41"W | 70.64'  |
| L6   | N35°12'31"W | 70.64'  |
| L7   | N61°32'21"W | 54.06'  |
| L8   | N85°34'54"W | 172.27' |
| L9   | N69°09'19"W | 53.98'  |
| L10  | N52°10'29"W | 238.10' |
| L11  | N69°35'07"W | 53.59'  |
| L12  | N40°44'33"E | 66.39'  |
| L13  | N43°43'19"W | 16.79'  |
| L14  | N68°53'21"W | 306.56' |
| L15  | N46°55'52"W | 215.87' |
| L16  | N33°41'04"W | 205.11' |
| L17  | N32°10'48"W | 263.07' |
| L18  | N42°35'00"W | 225.21' |
| L19  | N52°15'34"W | 190.48' |
| L20  | N70°58'30"W | 274.11' |
| L21  | N81°38'23"W | 115.49' |
| L22  | N00°43'40"W | 51.90'  |





Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 7 of 58

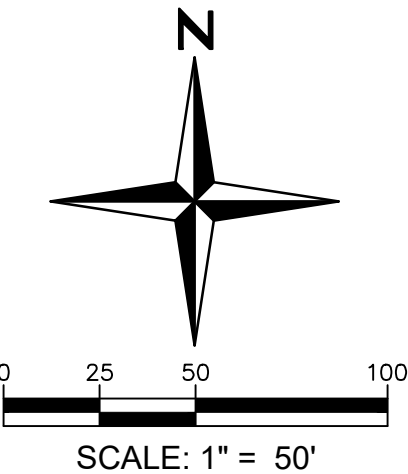


FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

LEGEND

|  |                            |
|--|----------------------------|
|  | FDP BOUNDARY               |
|  | PROPOSED RIGHT-OF-WAY      |
|  | PROPOSED LOT LINE          |
|  | PROPOSED EASEMENT LINE     |
|  | PROPOSED BUILDING SETBACK  |
|  | PROPOSED CORNER SIGHT LINE |
|  | PROPOSED CENTERLINE        |
|  | PROPOSED FIRE HYDRANT      |
|  | PROPOSED STREET LIGHT      |
|  | LOT NUMBER                 |
|  | BLOCK NUMBER               |
|  | SIGHT DISTANCE EASEMENT    |
|  | MAILBOX PAD                |

| CURVE TABLE |           |        |        |
|-------------|-----------|--------|--------|
| CURVE       | DELTA     | RADIUS | LENGTH |
| C5          | 40°55'34" | 39.00' | 27.86' |
| C6          | 38°56'33" | 39.00' | 26.51' |
| C14         | 90°00'00" | 15.00' | 23.56' |
| C21         | 90°00'00" | 15.00' | 23.56' |
| C22         | 83°31'28" | 16.00' | 23.32' |



REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

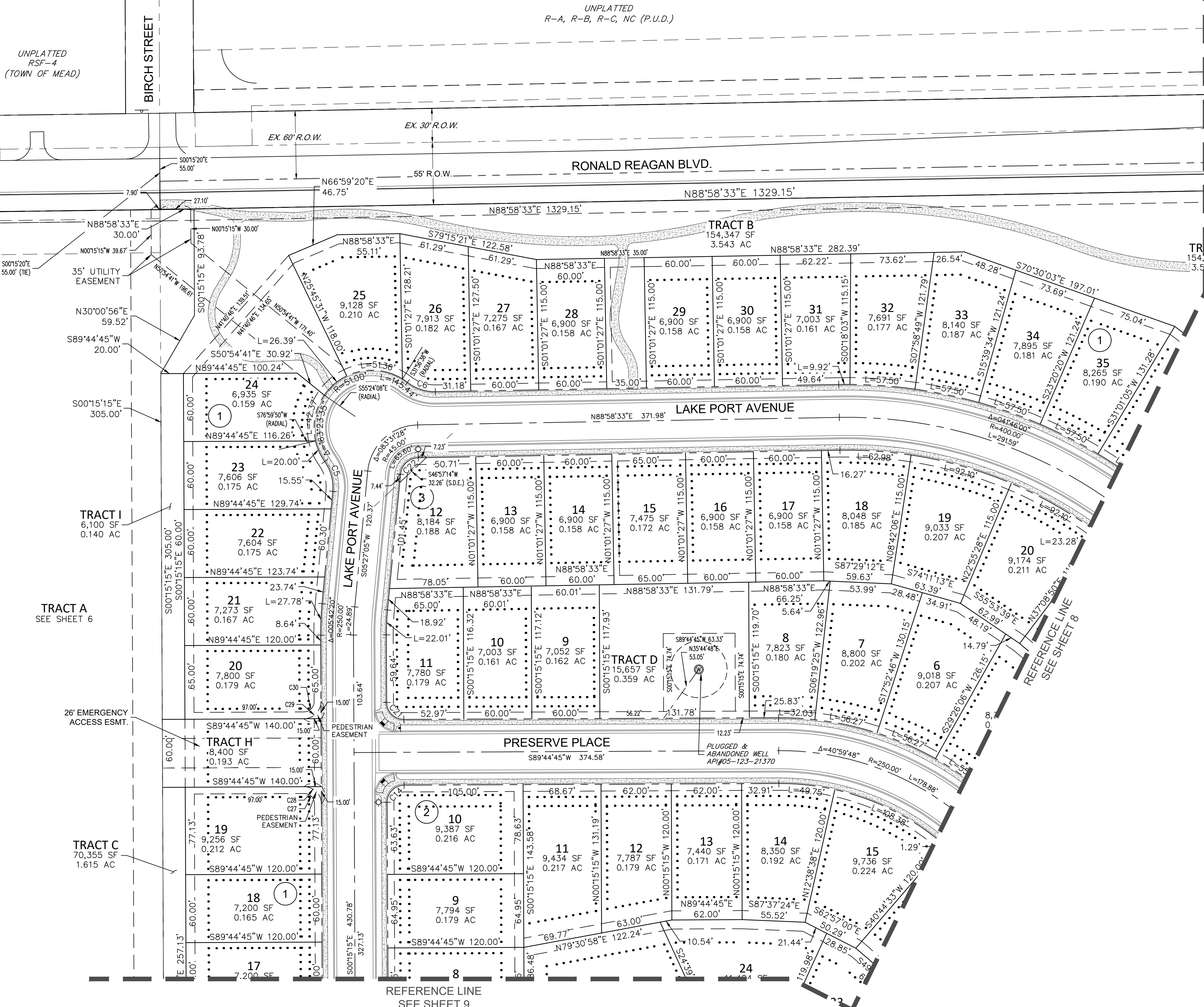
BAREFOOT LAKES

SITE PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
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| Revision 3:          |                             |

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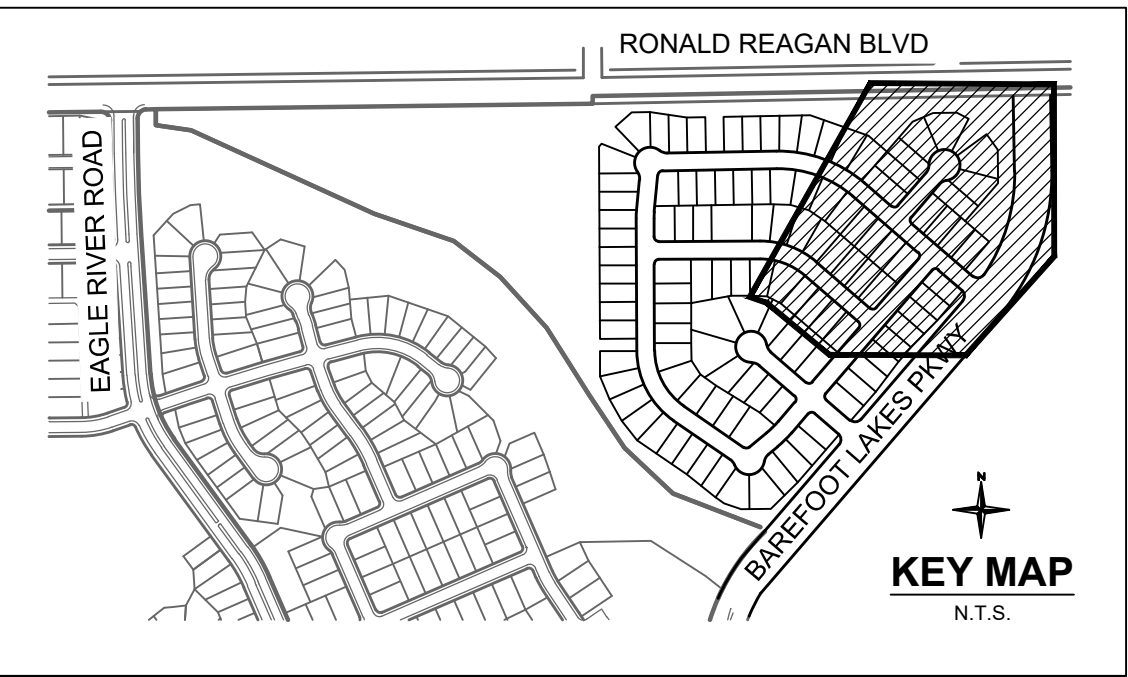
1 2 3 4 5 6 7 8 9

1 2 3 4 5 6 7 8 9



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 8 of 58

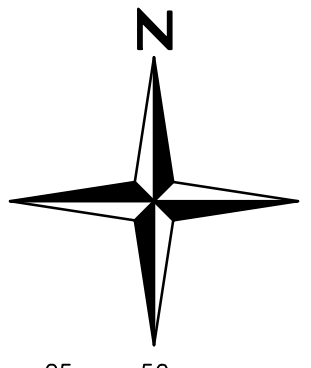


FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

LEGEND

- FDP BOUNDARY
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED CORNER SIGHT LINE
- PROPOSED CENTERLINE
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- LOT NUMBER
- BLOCK NUMBER
- SIGHT DISTANCE EASEMENT
- MAILBOX PAD

| CURVE TABLE |           |        |        |
|-------------|-----------|--------|--------|
| CURVE       | DELTA     | RADIUS | LENGTH |
| C7          | 90°00'00" | 15.00' | 23.56' |
| C8          | 40°55'34" | 39.00' | 27.86' |
| C9          | 40°55'34" | 39.00' | 27.86' |
| C10         | 90°00'00" | 15.00' | 23.56' |
| C11         | 94°18'18" | 25.00' | 41.15' |
| C15         | 90°00'00" | 15.00' | 23.56' |
| C19         | 90°00'00" | 15.00' | 23.56' |
| C20         | 90°00'00" | 15.00' | 23.56' |
| C23         | 90°00'00" | 25.00' | 39.27' |
| C26         | 90°00'00" | 15.00' | 23.56' |



REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

SITE PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
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Sheet 8 of 58

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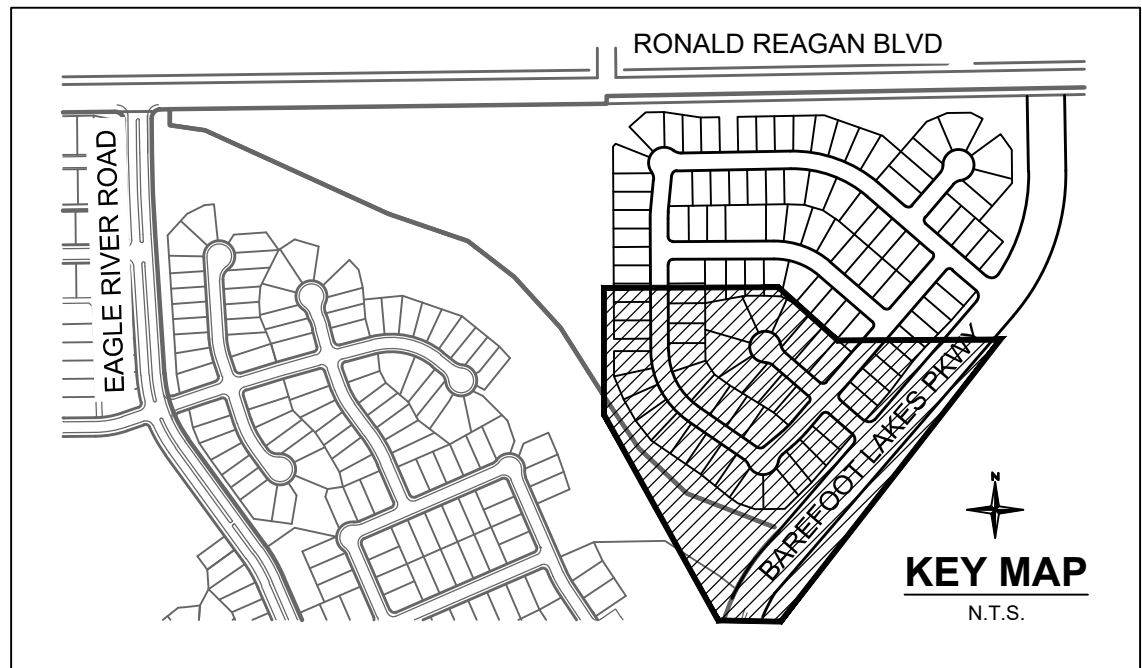


Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

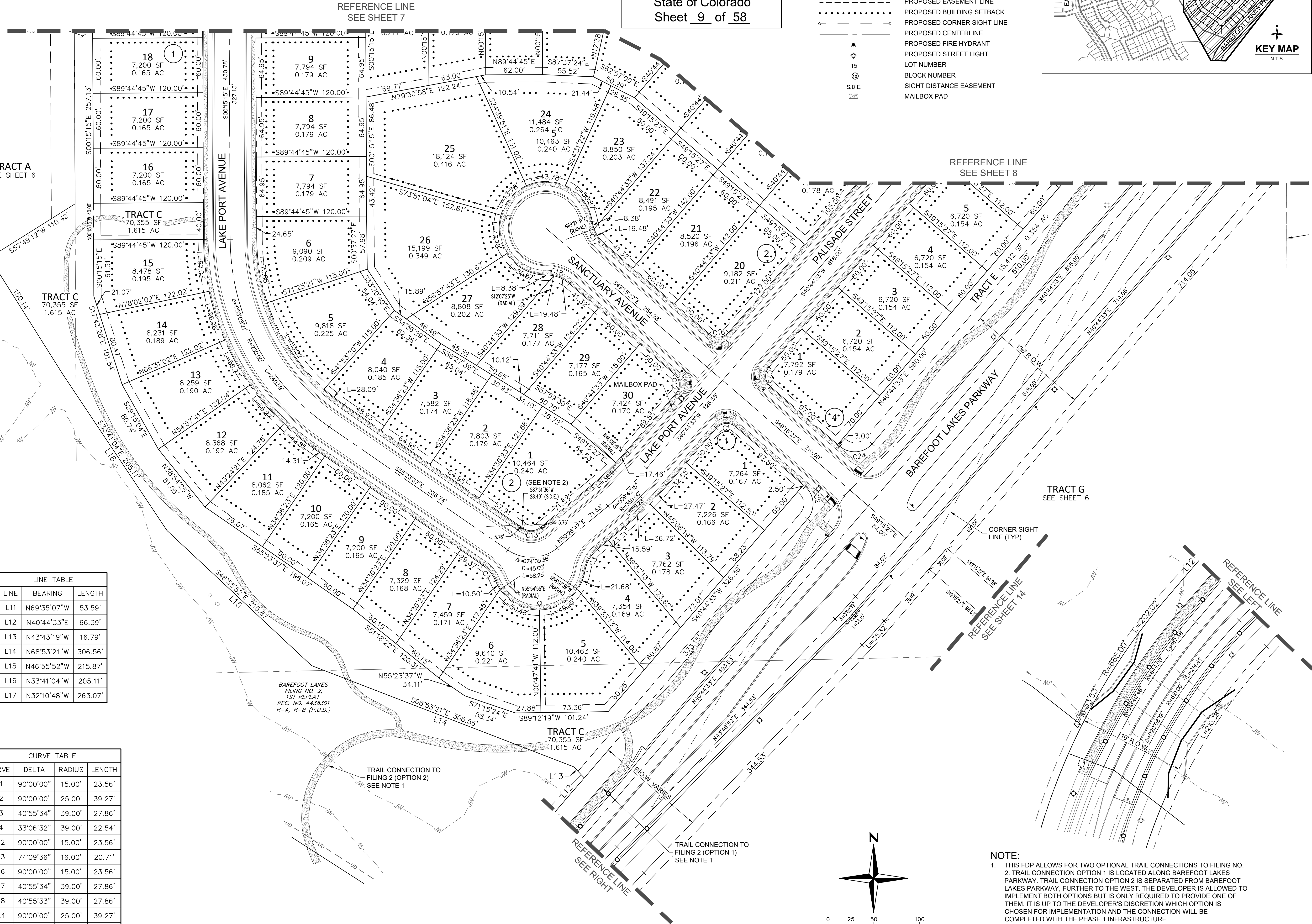
Town of Firestone  
Weld County  
State of Colorado  
Sheet 9 of 58

LEGEND

- FDP BOUNDARY  
PROPOSED RIGHT-OF-WAY  
PROPOSED LOT LINE  
PROPOSED EASEMENT LINE  
PROPOSED BUILDING SETBACK  
PROPOSED CORNER SIGHT LINE  
PROPOSED CENTERLINE  
PROPOSED FIRE HYDRANT  
PROPOSED STREET LIGHT  
LOT NUMBER  
BLOCK NUMBER  
SIGHT DISTANCE EASEMENT  
MAILBOX PAD



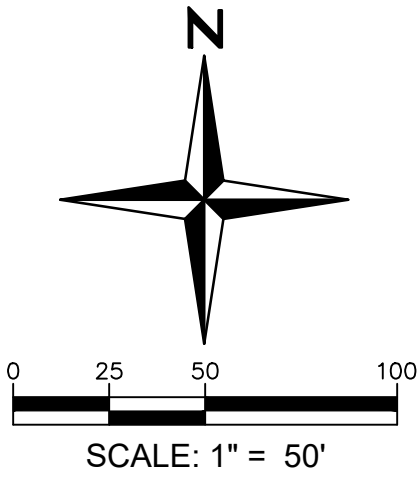
FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO



| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L11        | N69°35'07"W | 53.59'  |
| L12        | N40°44'33"E | 66.39'  |
| L13        | N43°43'19"W | 16.79'  |
| L14        | N68°53'21"W | 306.56' |
| L15        | N46°55'52"W | 215.87' |
| L16        | N33°41'04"W | 205.11' |
| L17        | N32°10'48"W | 263.07' |

| CURVE TABLE |           |        |        |
|-------------|-----------|--------|--------|
| CURVE       | DELTA     | RADIUS | LENGTH |
| C1          | 90°00'00" | 15.00' | 23.56' |
| C2          | 90°00'00" | 25.00' | 39.27' |
| C3          | 40°55'34" | 39.00' | 27.86' |
| C4          | 33°06'32" | 39.00' | 22.54' |
| C12         | 90°00'00" | 15.00' | 23.56' |
| C13         | 74°09'36" | 16.00' | 20.71' |
| C16         | 90°00'00" | 15.00' | 23.56' |
| C17         | 40°55'34" | 39.00' | 27.86' |
| C18         | 40°55'33" | 39.00' | 27.86' |
| C24         | 90°00'00" | 25.00' | 39.27' |
| C25         | 90°00'00" | 15.00' | 23.56' |

NOTE:  
1. THIS FDP ALLOWS FOR TWO OPTIONAL TRAIL CONNECTIONS TO FILING NO. 2. TRAIL CONNECTION OPTION 1 IS LOCATED ALONG BAREFOOT LAKES PARKWAY. TRAIL CONNECTION OPTION 2 IS SEPARATED FROM BAREFOOT LAKES PARKWAY, FURTHER TO THE WEST. THE DEVELOPER IS ALLOWED TO IMPLEMENT BOTH OPTIONS BUT IS ONLY REQUIRED TO PROVIDE ONE OF THEM. IT IS UP TO THE DEVELOPER'S DISCRETION WHICH OPTION IS CHOSEN FOR IMPLEMENTATION AND THE CONNECTION WILL BE COMPLETED WITH THE PHASE 1 INFRASTRUCTURE.  
2. THE DRIVEWAY FOR LOT 1, BLOCK 2 SHALL ONLY BE ALLOWED WITHIN THE FIRST 24 - FT OF LAKEPORT STREET FRONTAGE AS MEASURED FROM THE COMMON LOT LINE BETWEEN LOTS 1 AND 2, BLOCK 2.



REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

SITE PLAN

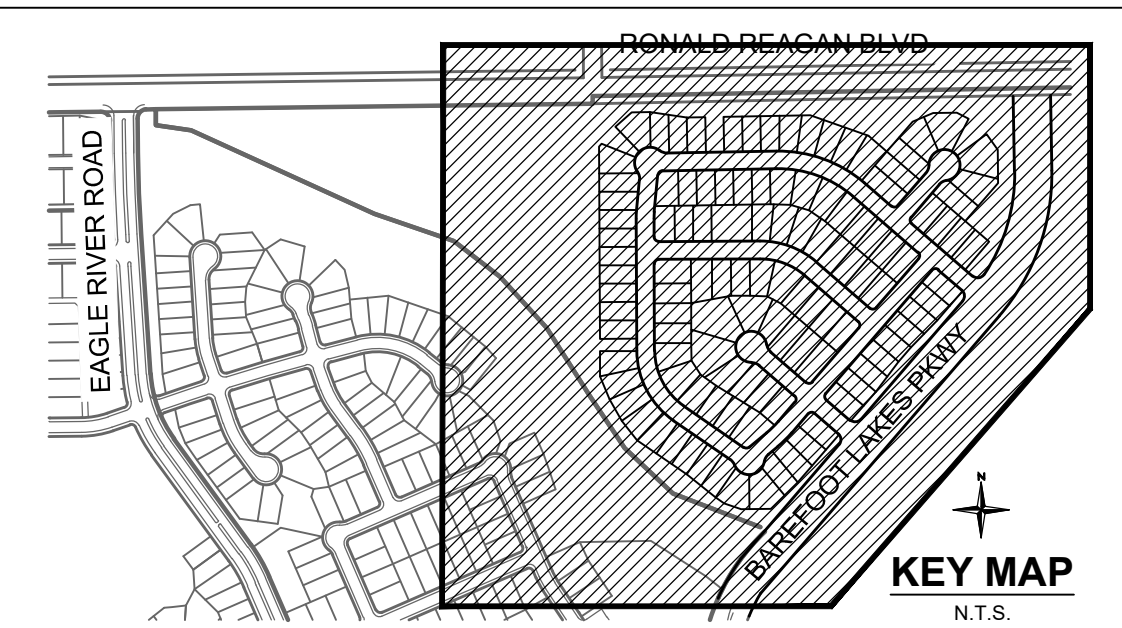
|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 9 of 58



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 10 of 58



FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

| BLOCK 1- FILING NO. 4 |         |                  |
|-----------------------|---------|------------------|
| LOT                   | ADDRESS | STREET NAME      |
| 1                     | 12691   | LAKE PORT STREET |
| 2                     | 12695   | LAKE PORT STREET |
| 3                     | 12697   | LAKE PORT STREET |
| 4                     | 12699   | LAKE PORT STREET |
| 5                     | 12701   | LAKE PORT STREET |
| 6                     | 12725   | LAKE PORT STREET |
| 7                     | 12735   | LAKE PORT STREET |
| 8                     | 12747   | LAKE PORT STREET |
| 9                     | 12757   | LAKE PORT STREET |
| 10                    | 12769   | LAKE PORT STREET |
| 11                    | 12779   | LAKE PORT STREET |
| 12                    | 12791   | LAKE PORT STREET |
| 13                    | 12801   | LAKE PORT STREET |
| 14                    | 12813   | LAKE PORT STREET |
| 15                    | 12819   | LAKE PORT STREET |
| 16                    | 12829   | LAKE PORT STREET |
| 17                    | 12841   | LAKE PORT STREET |
| 18                    | 12855   | LAKE PORT STREET |
| 19                    | 12867   | LAKE PORT STREET |
| 20                    | 5013    | LAKE PORT AVENUE |
| 21                    | 5015    | LAKE PORT AVENUE |
| 22                    | 5017    | LAKE PORT AVENUE |
| 23                    | 5019    | LAKE PORT AVENUE |
| 24                    | 5021    | LAKE PORT AVENUE |
| 25                    | 5027    | LAKE PORT AVENUE |
| 26                    | 5041    | LAKE PORT AVENUE |
| 27                    | 5053    | LAKE PORT AVENUE |
| 28                    | 5063    | LAKE PORT AVENUE |
| 29                    | 5087    | LAKE PORT AVENUE |
| 30                    | 5097    | LAKE PORT AVENUE |
| 31                    | 5109    | LAKE PORT AVENUE |
| 32                    | 5121    | LAKE PORT AVENUE |
| 33                    | 5131    | LAKE PORT AVENUE |
| 34                    | 5143    | LAKE PORT AVENUE |
| 35                    | 5151    | LAKE PORT AVENUE |
| 36                    | 5161    | LAKE PORT AVENUE |
| 37                    | 12925   | HAVENS COURT     |
| 38                    | 12935   | HAVENS COURT     |
| 39                    | 12949   | HAVENS COURT     |
| 40                    | 12957   | HAVENS COURT     |
| 41                    | 12967   | HAVENS COURT     |
| 42                    | 12964   | HAVENS COURT     |
| 43                    | 12952   | HAVENS COURT     |
| 44                    | 12938   | HAVENS COURT     |
| 45                    | 5199    | LAKE PORT AVENUE |
| 46                    | 5209    | LAKE PORT AVENUE |
| 47                    | 5217    | LAKE PORT AVENUE |
| 48                    | 5227    | LAKE PORT AVENUE |

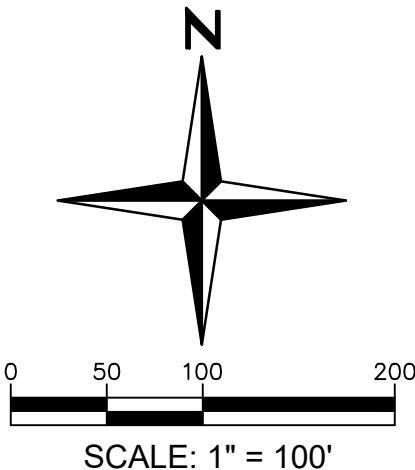
| BLOCK 2- FILING NO. 4 |       |                  |
|-----------------------|-------|------------------|
| 1                     | 12738 | LAKE PORT STREET |
| 2                     | 12750 | LAKE PORT STREET |
| 3                     | 12762 | LAKE PORT STREET |
| 4                     | 12776 | LAKE PORT STREET |
| 5                     | 12800 | LAKE PORT STREET |
| 6                     | 12822 | LAKE PORT STREET |
| 7                     | 12826 | LAKE PORT STREET |
| 8                     | 12838 | LAKE PORT STREET |
| 9                     | 12850 | LAKE PORT STREET |
| 10                    | 12862 | LAKE PORT STREET |
| 11                    | 5064  | PRESERVE PLACE   |
| 12                    | 5076  | PRESERVE PLACE   |
| 13                    | 5090  | PRESERVE PLACE   |
| 14                    | 5106  | PRESERVE PLACE   |
| 15                    | 5128  | PRESERVE PLACE   |
| 16                    | 5138  | PRESERVE PLACE   |
| 17                    | 5148  | PRESERVE PLACE   |
| 18                    | 5156  | PRESERVE PLACE   |
| 19                    | 5164  | PRESERVE PLACE   |
| 20                    | 5127  | SANCTUARY AVENUE |
| 21                    | 5119  | SANCTUARY AVENUE |
| 22                    | 5111  | SANCTUARY AVENUE |
| 23                    | 5105  | SANCTUARY AVENUE |
| 24                    | 5097  | SANCTUARY AVENUE |
| 25                    | 5089  | SANCTUARY AVENUE |
| 26                    | 5086  | SANCTUARY AVENUE |
| 27                    | 5094  | SANCTUARY AVENUE |
| 28                    | 5102  | SANCTUARY AVENUE |
| 29                    | 5112  | SANCTUARY AVENUE |
| 30                    | 5122  | SANCTUARY AVENUE |

| BLOCK 3- FILING NO. 4 |         |                  |
|-----------------------|---------|------------------|
| LOT                   | ADDRESS | STREET NAME      |
| 1                     | 5167    | PRESERVE PLACE   |
| 2                     | 5159    | PRESERVE PLACE   |
| 3                     | 5151    | PRESERVE PLACE   |
| 4                     | 5143    | PRESERVE PLACE   |
| 5                     | 5133    | PRESERVE PLACE   |
| 6                     | 5125    | PRESERVE PLACE   |
| 7                     | 5113    | PRESERVE PLACE   |
| 8                     | 5103    | PRESERVE PLACE   |
| 9                     | 5067    | PRESERVE PLACE   |
| 10                    | 5055    | PRESERVE PLACE   |
| 11                    | 5045    | PRESERVE PLACE   |
| 12                    | 5048    | LAKE PORT AVENUE |
| 13                    | 5058    | LAKE PORT AVENUE |
| 14                    | 5072    | LAKE PORT AVENUE |
| 15                    | 5082    | LAKE PORT AVENUE |
| 16                    | 5092    | LAKE PORT AVENUE |
| 17                    | 5104    | LAKE PORT AVENUE |
| 18                    | 5114    | LAKE PORT AVENUE |
| 19                    | 5138    | LAKE PORT AVENUE |
| 20                    | 5156    | LAKE PORT AVENUE |
| 21                    | 5164    | LAKE PORT AVENUE |
| 22                    | 5172    | LAKE PORT AVENUE |
| 23                    | 5180    | LAKE PORT AVENUE |
| 24                    | 5188    | LAKE PORT AVENUE |
| 25                    | 5204    | LAKE PORT AVENUE |

| BLOCK 4- FILING NO. 4 |       |                 |
|-----------------------|-------|-----------------|
| 1                     | 12812 | PALISADE STREET |
| 2                     | 12820 | PALISADE STREET |
| 3                     | 12828 | PALISADE STREET |
| 4                     | 12838 | PALISADE STREET |
| 5                     | 12846 | PALISADE STREET |
| 6                     | 12854 | PALISADE STREET |
| 7                     | 12862 | PALISADE STREET |
| 8                     | 12870 | PALISADE STREET |
| 9                     | 12880 | PALISADE STREET |

LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- PROPOSED FILING 4 BOUNDARY
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- LOT NUMBER
- BLOCK NUMBER
- ADDRESS NUMBER
- CORNER LOT ORIENTATION



REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

ADDRESS PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

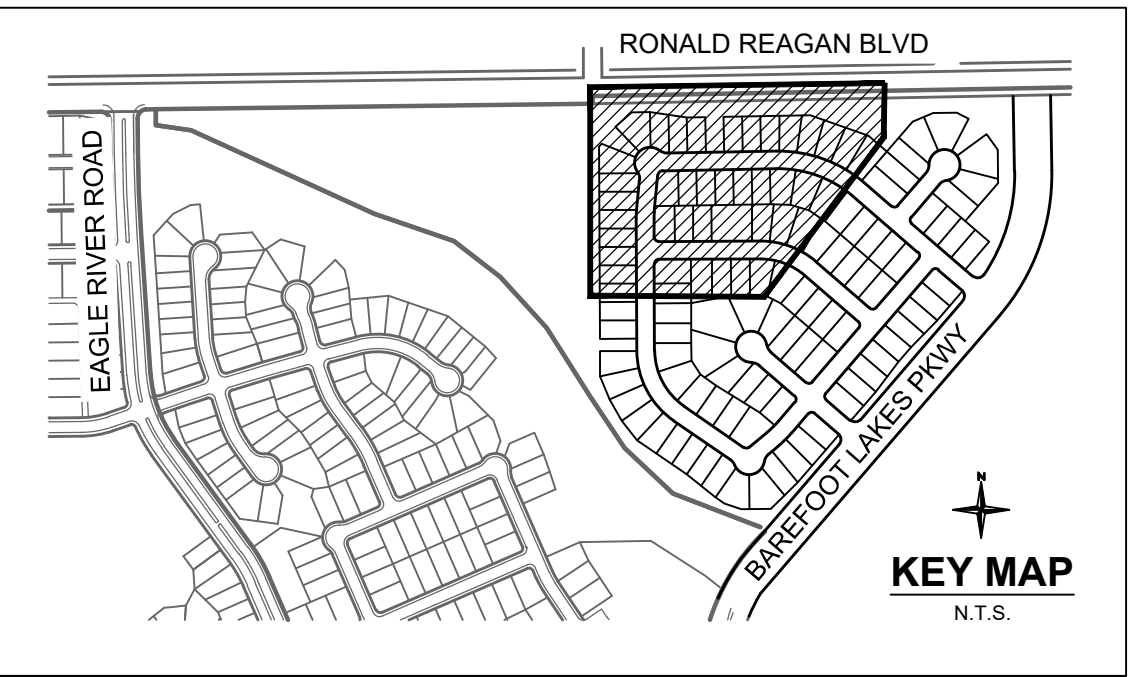
Sheet 10 of 58

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 11 of 58



FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

TRACT, UTILITY,  
AND PHASING  
PLAN

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP  
Filing #: 4

Phase #: First  
Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 11 of 58

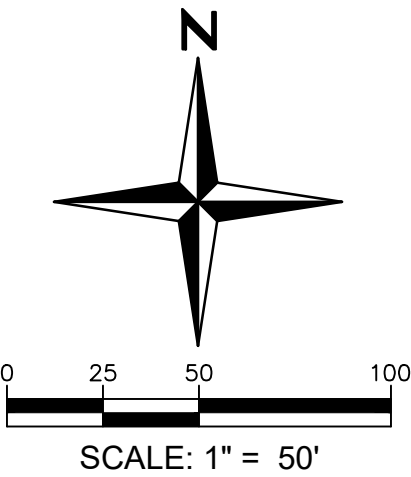
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EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- FENCE
- RETAINING WALL
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING FIBER LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED TRENCH DRAIN
- PROPOSED WATER LINE
- PROPOSED IRRIGATION LINE
- PROPOSED NONPOTABLE LINE
- PROPOSED RAW WATER LINE
- PROPOSED MANHOLE
- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED WATER BEND
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- PROPOSED WATER REDUCER
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED PLUG/CAP
- PROPOSED SANITARY SEWER SERVICE (\* INDICATES NON-TYPICAL LOCATION)
- PROPOSED WATER SERVICE (\* INDICATES NON-TYPICAL LOCATION)



| Tract | Area (sf) | Area (ac) | Impervious % |            | Use                | Owner        | Mainted By   |
|-------|-----------|-----------|--------------|------------|--------------------|--------------|--------------|
|       |           |           | Area (sf)    | Impervious |                    |              |              |
| A     | 532,740   | 12.230    | 10,655       | 2%         | FUTURE SCHOOL      | BAREFOOT LLC | BAREFOOT LLC |
| B     | 154,347   | 3.543     | 20,065       | 13%        | O, P, A, D         | SVLMD        | SVLMD        |
| C     | 70,355    | 1.615     | 5,628        | 8%         | O, P, A, D         | SVLMD        | SVLMD        |
| D     | 15,657    | 0.359     | 5,167        | 33%        | O, P, P, A, D      | SVLMD        | SVLMD        |
| E     | 15,412    | 0.354     | 1,541        | 10%        | O, P, A, D         | SVLMD        | SVLMD        |
| F     | 597,172   | 13.709    | 11,943       | 2%         | O, D               | SVLMD        | SVLMD        |
| G     | 3,206,954 | 73.622    | 64,139       | 2%         | FUTURE DEVELOPMENT | BAREFOOT LLC | BAREFOOT LLC |
| H     | 8,400     | 0.193     | 168          | 2%         | O, D               | SVLMD        | SVLMD        |
| I     | 6,100     | 0.140     | 122          | 2%         | O, D               | SVLMD        | SVLMD        |
| TOTAL | 4,607,137 | 105.765   |              |            |                    |              |              |

TRACT SUMMARY LEGEND

O OPEN SPACE  
P PARK

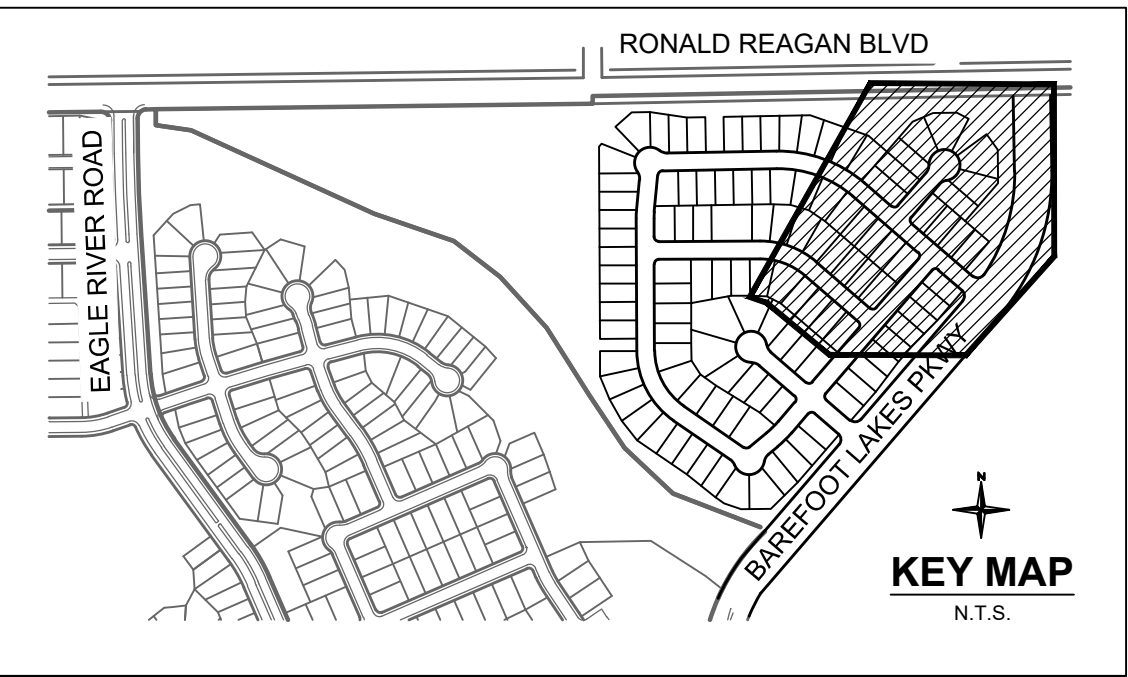
OWNER LEGEND

SVLMD ST. VRAIN LAKES METROPOLITAN DISTRICT



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 12 of 58



FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

TRACT, UTILITY,  
AND PHASING  
PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 12 of 58

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EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
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- FENCE
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- EXISTING GAS LINE
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- EXISTING FIBER LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
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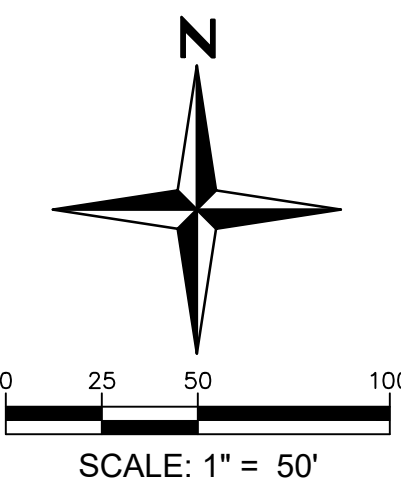
| Tract | Area (sf) | Area (ac) | Impervious |     | Use                | Owner        | Mainted By   |
|-------|-----------|-----------|------------|-----|--------------------|--------------|--------------|
|       |           |           | Area (sf)  | %   |                    |              |              |
| A     | 532,740   | 12.230    | 10,655     | 2%  | FUTURE SCHOOL      | BAREFOOT LLC | BAREFOOT LLC |
| B     | 154,347   | 3.543     | 20,065     | 13% | O, PA, D           | SVLMD        | SVLMD        |
| C     | 70,355    | 1.615     | 5,628      | 8%  | O, PA, D           | SVLMD        | SVLMD        |
| D     | 15,657    | 0.359     | 5,167      | 33% | O, P, PA, D        | SVLMD        | SVLMD        |
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| H     | 8,400     | 0.193     | 168        | 2%  | O, D               | SVLMD        | SVLMD        |
| I     | 6,100     | 0.140     | 122        | 2%  | O, D               | SVLMD        | SVLMD        |
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TRACT SUMMARY LEGEND

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- P PARK

OWNER LEGEND

- SVLMD ST. VRAIN LAKES METROPOLITAN DISTRICT



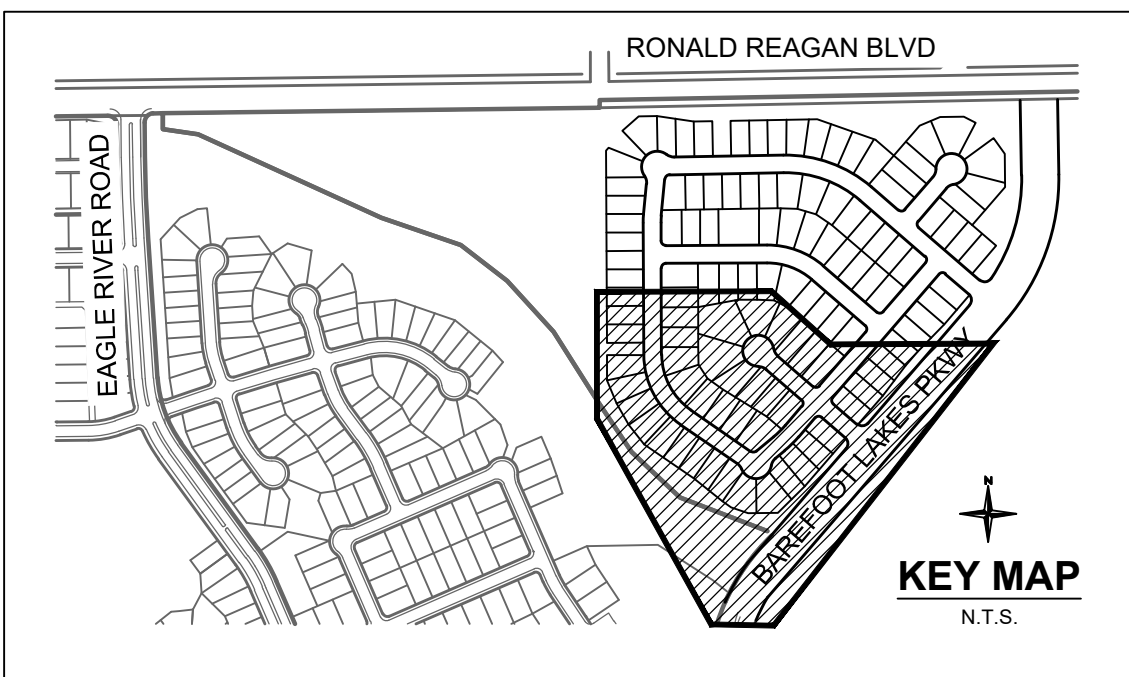


Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 13 of 58

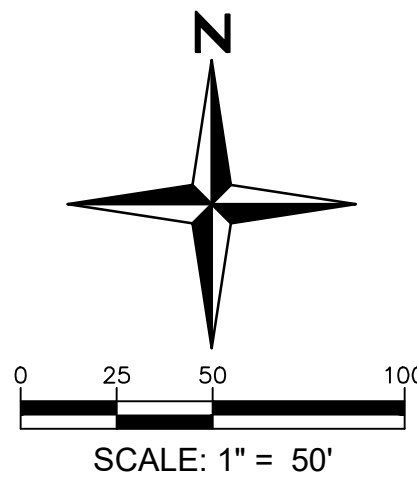
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FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO



PROPOSED LEGEND

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- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
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- PROPOSED WATER SERVICE (" INDICATES NON-TYPICAL LOCATION)

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| H     | 8,400     | 0.193     | 168                  | 2%           | O, D               | SVLMD        | SVLMD         |
| I     | 6,100     | 0.140     | 122                  | 2%           | O, D               | SVLMD        | SVLMD         |
| TOTAL | 4,607,137 | 105.765   |                      |              |                    |              |               |

TRACT SUMMARY LEGEND  
O OPEN SPACE  
P PARK

OWNER LEGEND

SVLMD ST. VRAIN LAKES METROPOLITAN DISTRICT

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

TRACT, UTILITY,  
AND PHASING  
PLAN

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP  
Filing #: 4

Phase #: First  
Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

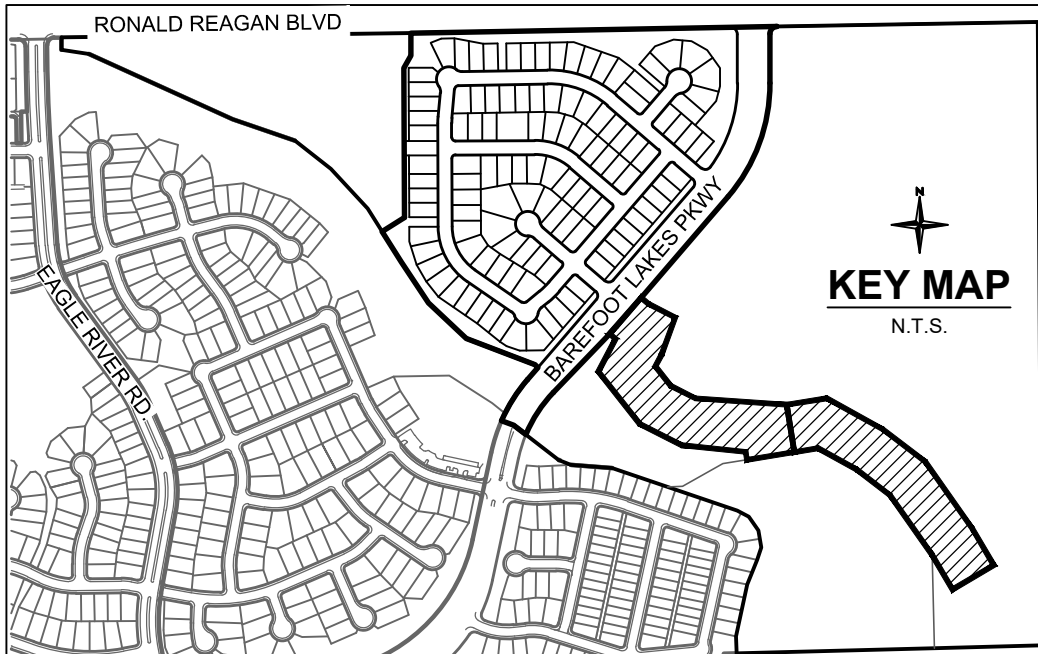
Revision 3:

Sheet 13 of 58

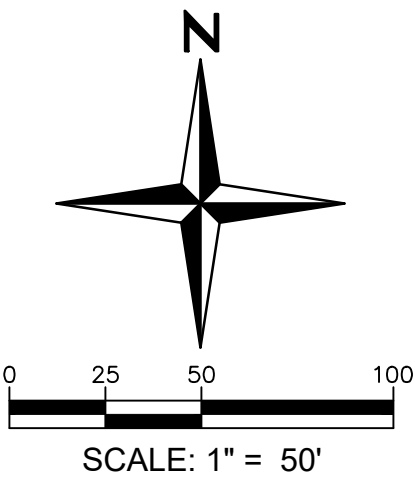


Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 14 of 58



BENCHMARK: 3 1/2" BRASS CAP IN CONCRETE STAMPED "P 329 1951" AT  
NORTHEAST CORNER OF HIGHWAY 66 AND WELD COUNTY ROAD 11. 34 FEET  
NORTH OF CENTERLINE OF HIGHWAY 66 AND 3 FEET EAST OF POWER POLE.  
ELEVATION = 4953.57 NAVD88.



FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

TRACT, UTILITY,  
AND PHASING  
PLAN

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

Sheet 14 of 58

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED TRENCH DRAIN
- PROPOSED WATER LINE
- PROPOSED IRRIGATION LINE
- PROPOSED NONPOTABLE LINE
- PROPOSED RAW WATER LINE
- PROPOSED MANHOLE
- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED WATER BEND
- PROPOSED WATER CROSS
- PROPOSED WATER TEE
- PROPOSED WATER REDUCER
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED PLUG/CAP
- PROPOSED SANITARY SEWER SERVICE (" INDICATES NON-TYPICAL LOCATION)
- PROPOSED WATER SERVICE (" INDICATES NON-TYPICAL LOCATION)

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- FENCE
- RETAINING WALL
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING FIBER LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR



**BAREFOOT LAKES - FILING NO. 4**  
**FINAL DEVELOPMENT PLAN**

**TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO**

## BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 15 of 58

PROJECT NUMBER: 5311

## LANDSCAPE PHASING

SHEET NUMBER

# L1-01

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LAKE PORT AVENUE

*i*

TRACT D  
PRESERVE PLACE  
PLUGGED AND  
ABANDONED WELL  
API# 05-123-21370

## PHASE 2

## PHASE 1

MATCHLINE - SEE WINDOW A

WINDOW B

**NOTE:**

1. LANDSCAPE CONSTRUCTION WILL GENERALLY FOLLOW THE IMPLEMENTATION OF THE UTILITIES AND STREETS. TIMING IS DEPENDENT UPON THE COMPLETION OF STREETS AND UTILITIES. LANDSCAPE WILL BE COMPLETED INSTALLED IN EACH PHASE, IT IS NOT THE INTENTION TO HAVE PARTIAL CONSTRUCTION COMPLETION WITHIN A PHASE.
2. THE IRRIGATION TAP IS LOCATED IN THE SOUTH CORNER TO ENABLE PHASING OF THE IRRIGATION SYSTEM IF NECESSARY.
3. SEE SHEET 2 FOR DESCRIPTION OF THE TWO OPTIONS FOR TRAIL CONNECTIONS TO FILING NO. 2. WHICHEVER OPTION IS SELECTED TO BE CONSTRUCTED, AT LEAST ONE WILL BE COMPLETED AS PART OF THE PHASE 1 INFRASTRUCTURE.

A compass rose with a circle and a vertical line passing through its center. The top of the vertical line is marked with a thick black bar. Below the circle, the word "NORTH" is written in bold, uppercase letters.

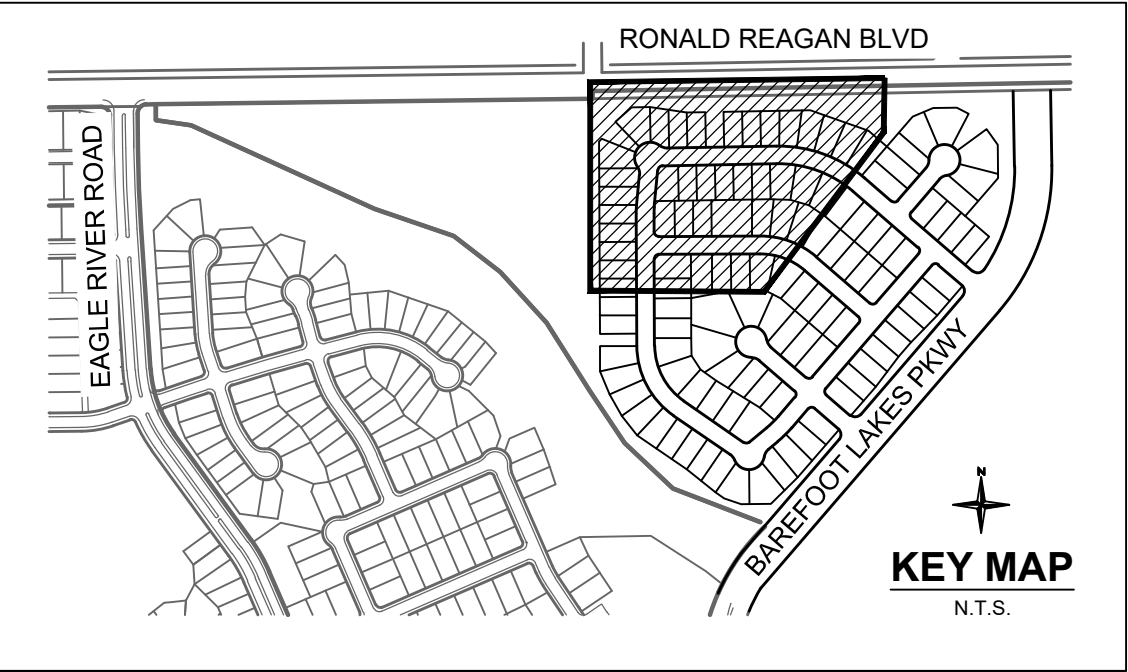
0 40' 80' 160'

ORIGINAL SCALE: 1"=80'-00"



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 16 of 58



FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

GRADING AND  
DRAINAGE PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 16 of 58

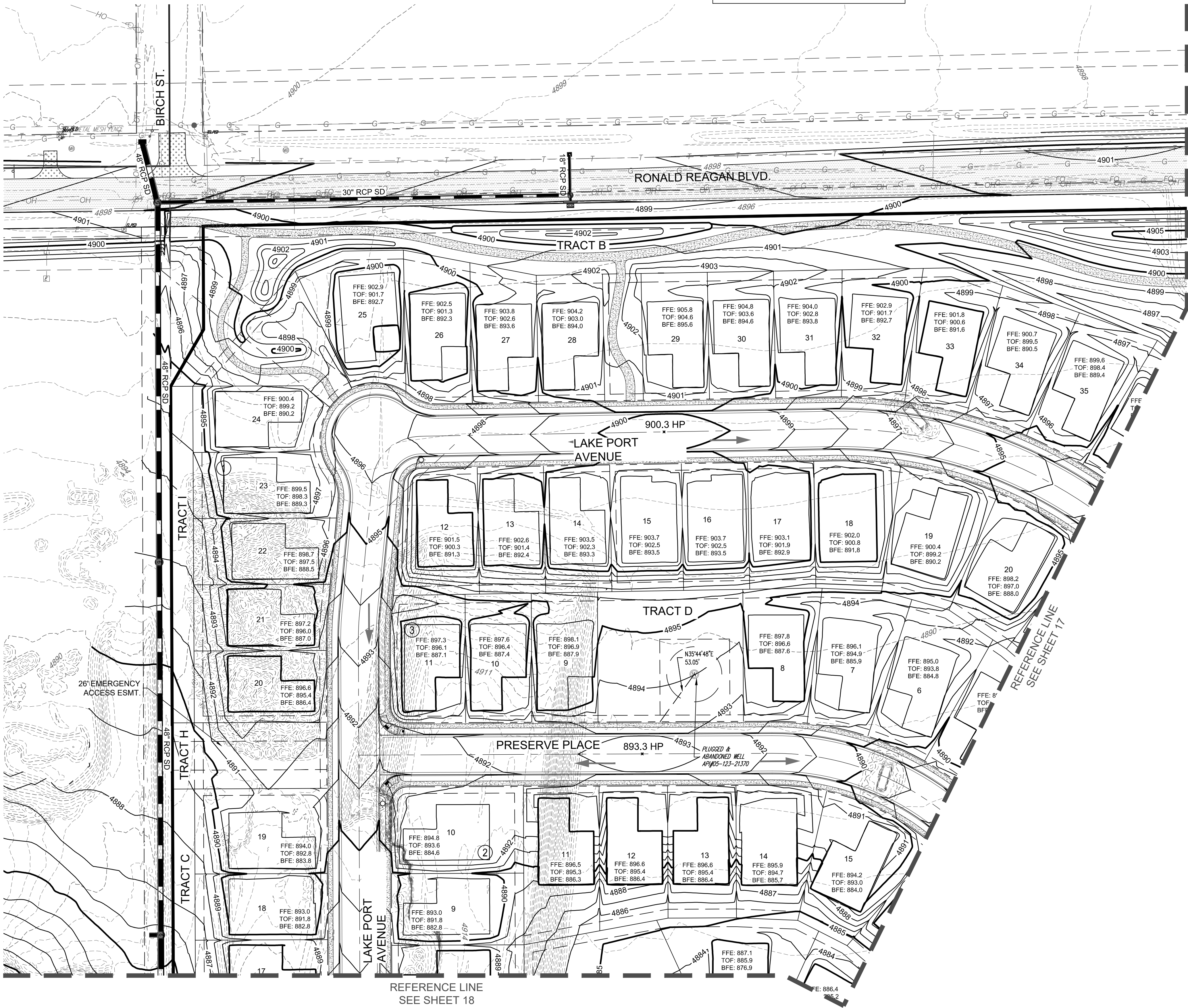
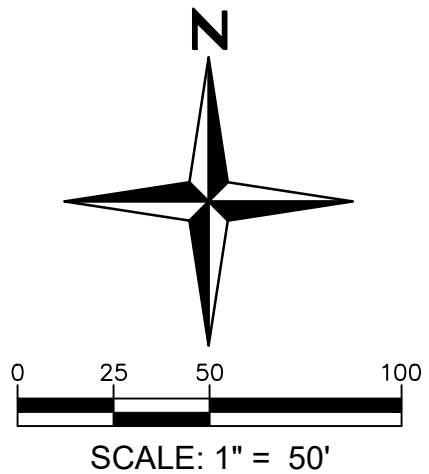
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EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING WETLAND LIMITS
- GRADING LOT TYPES

PROPOSED LEGEND

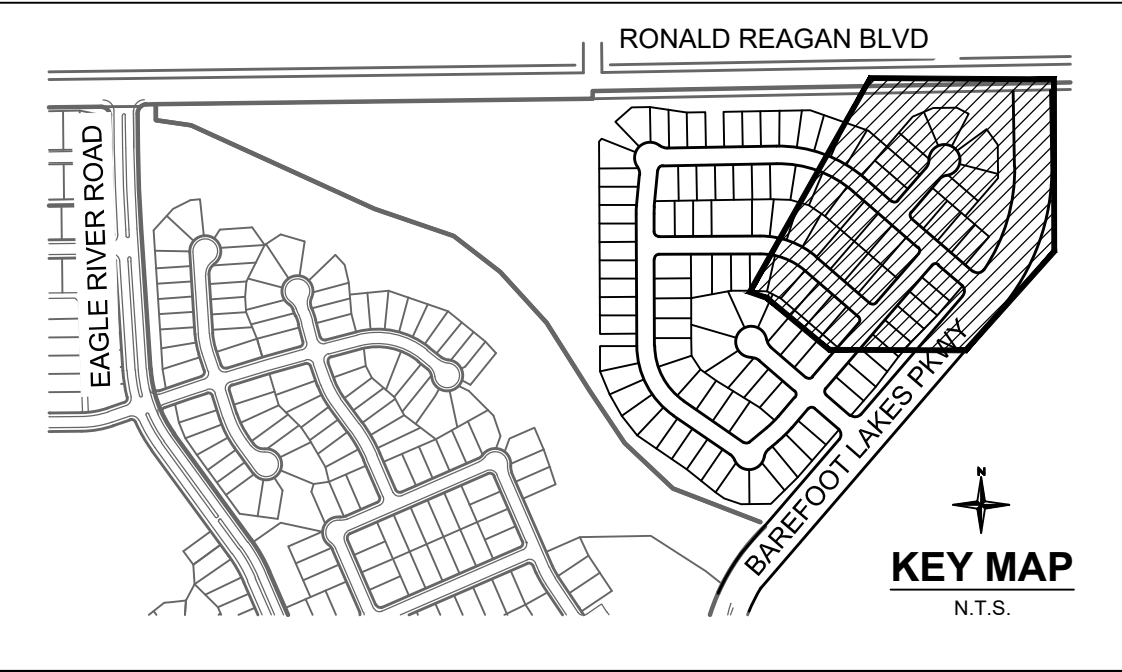
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
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- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE
- PROPOSED CURB AND GUTTER (CATCH)
- PROPOSED SIDEWALK
- PROPOSED STORM SEWER
- PROPOSED MANHOLE w/ DIA. (FT.)
- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED RETAINING WALL
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR





Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 17 of 58



FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

GRADING AND  
DRAINAGE PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
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| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 17 of 58

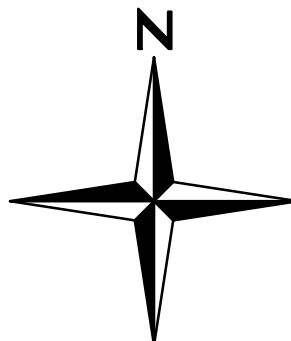
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- GRADING LOT TYPES

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- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED RETAINING WALL
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR



SCALE: 1" = 50'

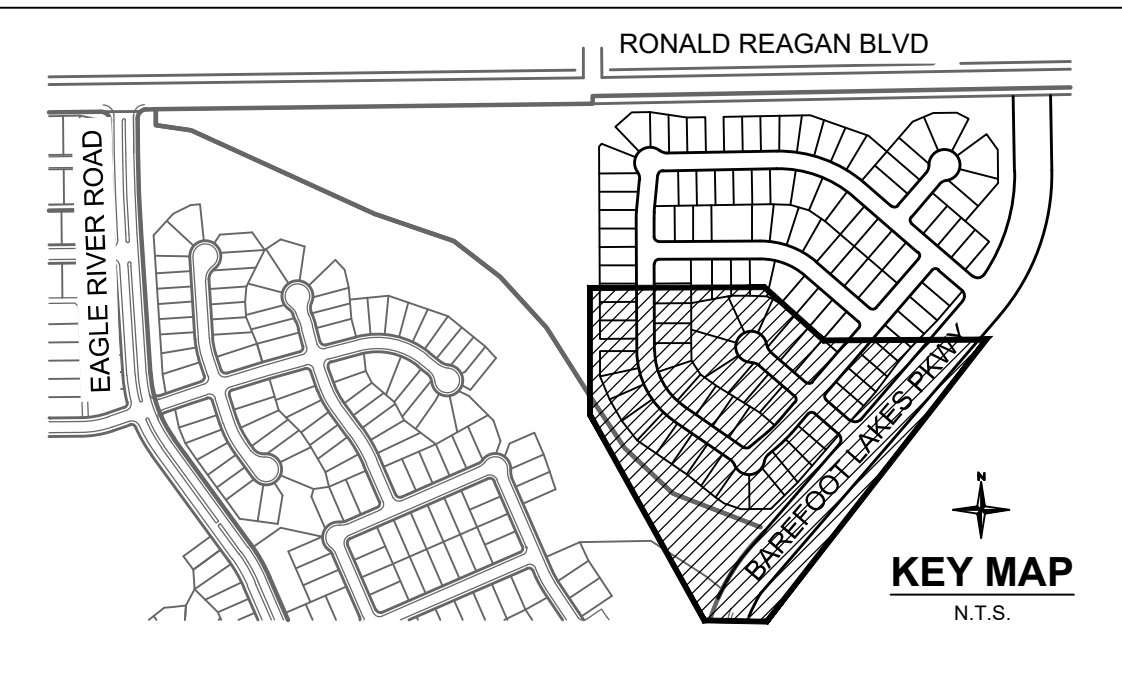


Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 18 of 58

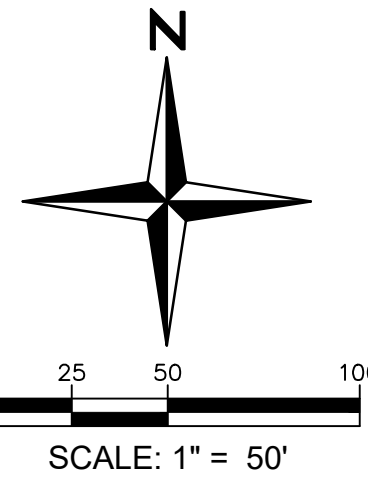
EXISTING LEGEND

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CONCRETE  
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EXISTING SANITARY SEWER  
EXISTING STORM SEWER  
EXISTING CONTOUR MAJOR  
EXISTING CONTOUR MINOR  
EXISTING WETLAND LIMITS  
GRADING LOT TYPES



KEY MAP  
N.T.S.

REFERENCE LINE  
SEE SHEET 17



PROPOSED LEGEND

- PROPOSED PROPERTY LINE  
PROPOSED R.O.W.  
PROPOSED LOT LINE  
PROPOSED SETBACK  
PROPOSED EASEMENT  
PROPOSED ROAD CENTERLINE  
PROPOSED CURB AND GUTTER (CATCH)  
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PROPOSED MANHOLE w/ DIA. (FT.)  
PROPOSED INLET  
PROPOSED FLARED END SECTION  
PROPOSED RETAINING WALL  
PROPOSED CONTOUR MAJOR  
PROPOSED CONTOUR MINOR

REFERENCE LINE  
SEE SHEET 16

REFERENCE LINE  
SEE SHEET 19

REFERENCE LINE  
SEE LEFT

NOTE:  
THIS FDP ALLOWS FOR TWO OPTIONAL TRAIL CONNECTIONS TO FILING NO. 2. TRAIL CONNECTION OPTION 1 IS LOCATED ALONG BAREFOOT LAKES PARKWAY. TRAIL CONNECTION OPTION 2 IS SEPARATED FROM BAREFOOT LAKES PARKWAY, FURTHER TO THE WEST. THE DEVELOPER IS ALLOWED TO IMPLEMENT BOTH OPTIONS BUT IS ONLY REQUIRED TO PROVIDE ONE OF THEM. IT IS UP TO THE DEVELOPER'S DISCRETION WHICH OPTION IS CHOSEN FOR IMPLEMENTATION.

FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

GRADING AND  
DRAINAGE PLAN

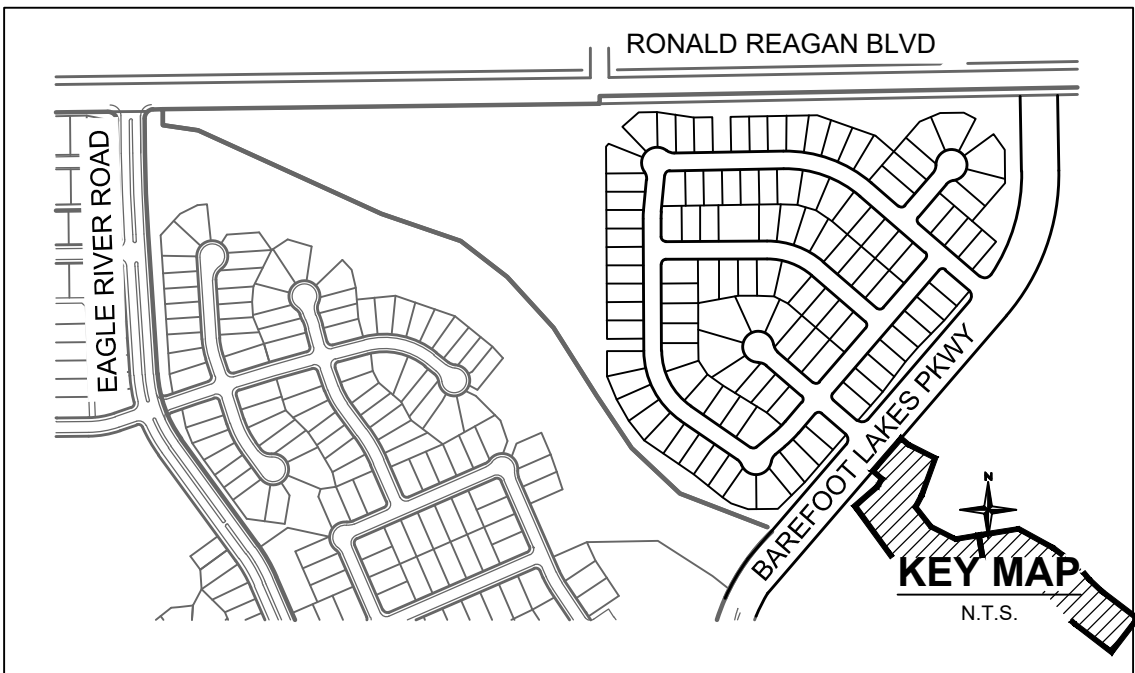
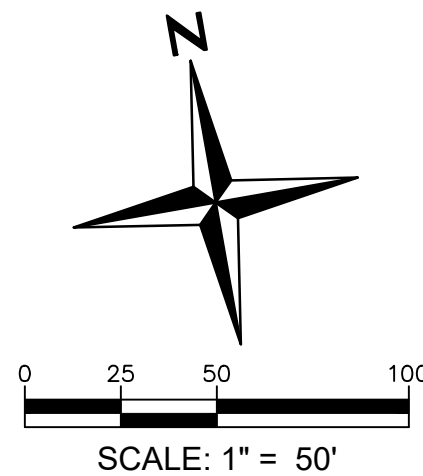
|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 18 of 58



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development

Town of Firestone  
Weld County  
State of Colorado  
Sheet 19 of 58



EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
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- EXISTING CONTOUR MINOR
- EXISTING WETLAND LIMITS

PROPOSED LEGEND

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FINAL DEVELOPMENT PLAN  
BAREFOOT LAKES FILING NO. 4  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.21

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

GRADING AND  
DRAINAGE PLAN

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 19 of 58

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BAREFOOT LAKES - FILING NO. 4

FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                                  |                             |
|----------------------------------|-----------------------------|
| Name of application:             | Barefoot Lakes Filing No. 4 |
| Type of Submittal:               | FDP                         |
| Filing #:                        | 4                           |
| Phase #:                         |                             |
| First Submittal:                 | 12.21.2018                  |
| Revision 1:                      | 03.14.2019                  |
| Revision 2:                      | 06.10.2019                  |
| Revision 3:                      |                             |
| Sheet <u>20</u> of <u>58</u>     |                             |
| PROJECT NUMBER: 5311             |                             |
| LANDSCAPE<br>STANDARDS           |                             |
| SHEET NUMBER                     |                             |
| L4-00                            |                             |
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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
LANDSCAPE STANDARDS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 20 of 58

LANDSCAPE DESIGN STANDARDS

General Standards

Landscape design standards will conform to Town regulations and municipal code as they may be amended from time to time. Firestone's rules and regulations for landscaping shall be in full force and effect unless specifically superseded by more stringent criteria herein.

The general residential landscapes at Barefoot Lakes should reflect the front range plains landscape by making use of drought-tolerant, native and adaptive plants that thrive in this semi-arid climate. The community's open space areas use large masses of native and adaptive species with special plantings of wildflowers, shrubs, and trees to highlight views, to frame recreation and walking opportunities, and to provide seasonal color and interest. Barefoot Lakes should have a visual continuity from residence to tracts to the surrounding open space landscape. The following shall guide individual landscapes so that the overall community can achieve this goal:

1. **Stewardship** - The conservation of water and use of native or adaptive plants is important for stewardship of resources and support of habitat for birds, bees, butterflies, and wildlife.

2. **Visual Unity** - The landscape should transition seamlessly between lots, between lots and streetscape, and between lots and open space. Residential and commercial landscape improvements can achieve this transition with the following techniques: using complementary materials, developing complementary plant palettes and planting arrangements, and/or using a continuum with more formal plantings near residences transitioning to less formal, more prairie-style planting design to blend into open spaces.

3. **Support of Wellness** - Trees and ornamental plantings provide shade, habitat, and visual interest. These in turn support human comfort and encourage wellness activities like walking and recreating in nature. Appropriate amounts of native and/or adaptive plantings of grasses, perennials, shrubs, and trees are incorporated, as shown in the landscape plan on Sheets 21 through 28.

4. **Site Awareness** - The proposed landscape improvements will be sited to take advantage of existing views and microclimatic conditions while respecting existing terrain, vegetation, view corridors, and adjacent land uses.

Guiding Principals

1. The edges of landscapes between lots and/or tracts shall be seamless, in that the edge of one landscaped space shall blend into the beginning of another to avoid abrupt changes in plant materials and hardscapes.

2. Quality of plant material:

2.1. (Item Removed)

2.2. All plant material shall comply with recommendations of American Standard for Nursery Stock (ANSI Z60.1), and with the most current version of the Colorado Nursery Act. At least half of the material must meet the American Associate of Nurseryman (AAN) for number 1 grade, and all plant material must meet or exceed number 1.5 grade.

3. Front & Rear Yard Landscape Planting:

a. Shrubs and ground cover plantings shall comprise no less than twenty percent of the landscaped area of the front yard. Xeric alternatives with no sod can be proposed as an alternative in all instances in front and rear yards. In such cases no more than forty percent of front yard may be inorganic (mulch, rock, sand, etc.).

- b. Areas of inorganic mulch in front yard must have one plant for every nine square feet, or a carpet of an acceptable alternative (fescue or feather reed grass, etc.)

c. Turf grass shall not exceed 80 percent of the yard. Xeric alternatives with no turf grass can be proposed as an alternative in all instances in front and rear yards. In such cases no more than forty percent of front yard may be inorganic (mulch, rock, sand, etc.).

d. On corner lots, the yard on all street frontages must meet minimum standards for front yards.

e. The tree lawn between a lot and the street shall be installed by builder and shall be maintained by homeowner. On corner lots this includes tree lawns to the side of the lot.
4. Front Yard Tree Planting/Tree Lawn Planting

a. A minimum of one 2-inch caliper tree in a tree lawn is required per dwelling. In those areas where driveway and/or utility easements prevent placement in the tree lawn, trees shall be placed in the front yard no more than 12 feet from back of sidewalk.

b. On corner lots, the yard on all street frontages must meet minimum standards for front yards.

c. The tree lawn shall be installed by the home builder and shall be maintained by homeowner.
5. Median Lawns - Where used, turf grass in medians shall have the following characteristics:

a. Attractive appearance that blends in well with the native vegetation in the open spaces of the development

b. Drought tolerance

c. Low maintenance

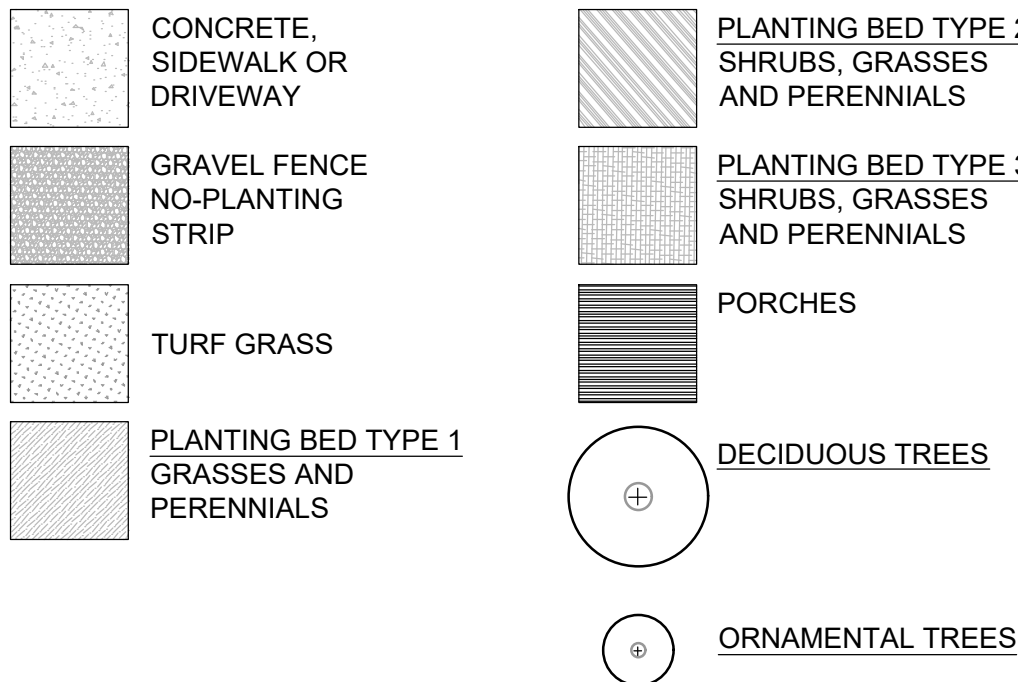
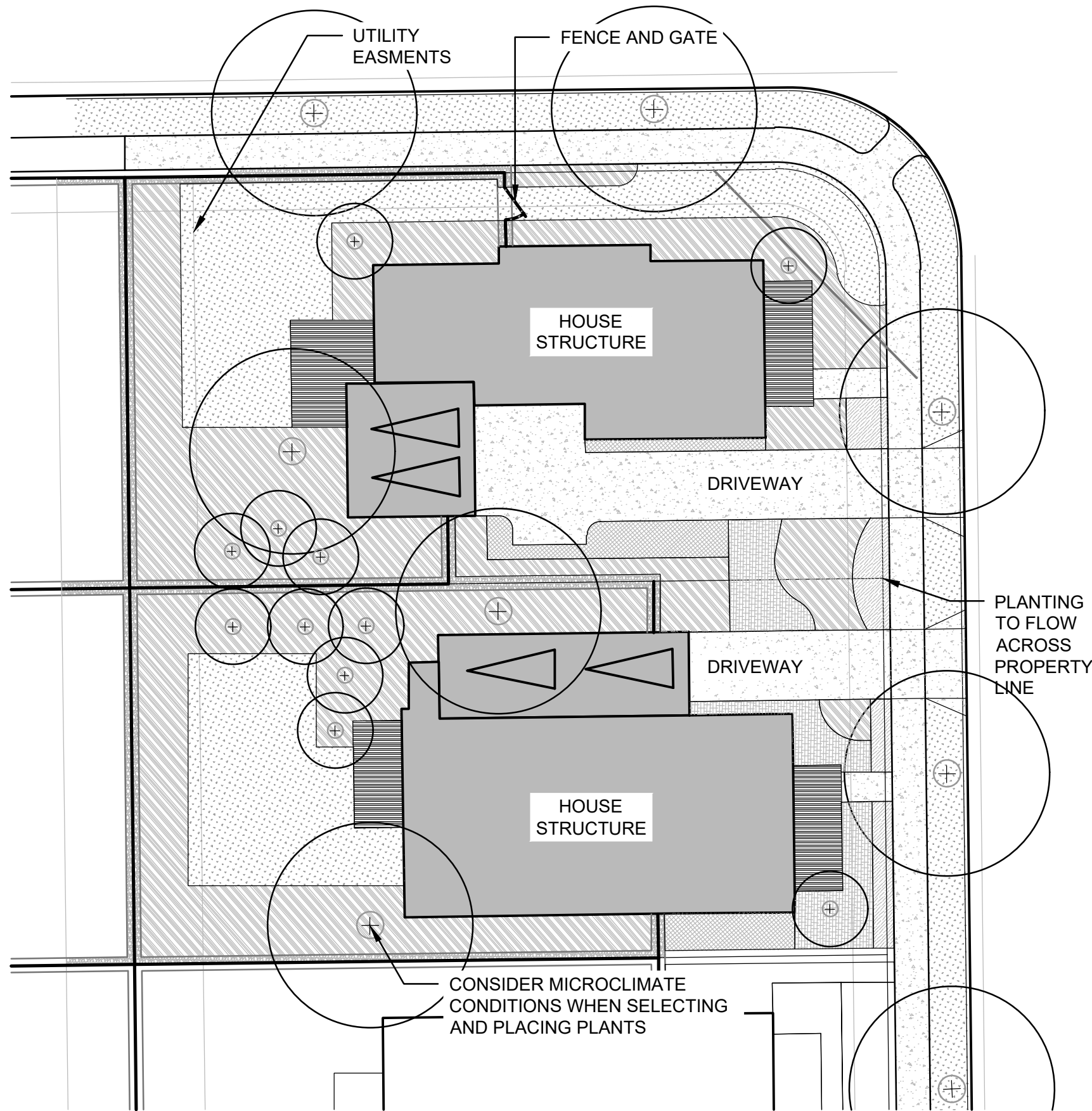
d. A commercial blend that is tolerant of reduced irrigation and poorer soils, that will result in an attractive turf, require little maintenance and provide excellent erosion control and cover. A suggested mix would include a variety of fescues or Texas Hybrid Bluegrasses. The goals with the turf are to minimize water requirements and resist weed invasion when established, without sacrificing a strong and extensive root system, that helps control erosion and resists damage from light to moderate equipment traffic. No more than 30% of a turf blend may be pure Kentucky Bluegrass.
6. Open Space Landscape Native Grass

a. Refer to the planting schedule for the variety of seed mixes for open space areas.
7. Irrigation

a. The use of drip irrigation for shrub and perennial areas is recommended.

b. Permanent irrigation will be installed in open space tracts for growing in seeded areas, and for periods of extended drought.
9. Fencing

a. Refer to fence series (sheets 46 through 50) for approved fence details and Fence Standards.





Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 21 of 58

| SITE KEYNOTES: |                            |           | DETAIL / SHEET | RELATED DETAILS |
|----------------|----------------------------|-----------|----------------|-----------------|
| 9.0            | PLANTING AND LANDSCAPE     |           |                |                 |
| 9.1            | Deciduous Tree             | 1 / L5-01 |                |                 |
| 9.2            | Deciduous Tree on slope    | 2 / L5-01 |                |                 |
| 9.3            | Evergreen Tree             | 1 / L5-02 |                |                 |
| 9.4            | Evergreen Tree on slope    | 2 / L5-02 |                |                 |
| 9.5            | Ornamental Tree Type 1     | 1 / L5-03 |                |                 |
| 9.6            | Ornamental Tree on slope   | 2 / L5-03 |                |                 |
| 9.7            | Deciduous Tree Guy Wire    | 3 / L5-03 |                |                 |
| 9.8            | Shrub Type 1               | 1 / L5-04 | 3 / L5-02      |                 |
| 9.9            | Shrub Type 2 (slope)       | 2 / L5-04 | 3 / L5-02      |                 |
| 9.10           | Perennials and Groundcover | 3 / L5-04 | 3 / L5-02      |                 |
| 9.11           | Turf                       | 4 / L5-04 |                |                 |
| 9.12           | Steel Edging               | 5 / L5-04 |                |                 |
| 9.13           | Mulch                      | 6 / L5-04 |                |                 |

| Abb   | Scientific Name                        | Common Name                     | Size    | Spacing   | Detail   |
|-------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES |                                        |                                 |         |           |          |
| AFA   | <i>Acer x freemanii</i> 'Autumn Blaze' | Autumn Blaze Maple              | 3" CAL. | PER PLANS | 9.1; 9.2 |
| ANS   | <i>Acer Negundo</i> 'Sensation'        | Boxelder Sensation              | 2" CAL. | PER PLANS | 9.1; 9.2 |
| CAT   | <i>Catalpa speciosa</i>                | Catalpa                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| JUS   | <i>Juniperus scopulorum</i> 'Woodward' | Woodward Rocky Mountain Juniper | 10" HT. | PER PLANS | 9.3; 9.4 |
| PNI-1 | <i>Pinus nigra</i>                     | Austrian Pine                   | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PNI-2 | <i>Pinus nigra</i>                     | Austrian Pine                   | 7" HT.  | PER PLANS | 9.3; 9.4 |
| PPA   | <i>Populus x acuminata</i>             | Lanceleaf Cottonwood            | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPC   | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PPN   | <i>Populus angustifolia</i>            | Narrowleaf Cottonwood           | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPP   | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20" HT. | PER PLANS | 9.3; 9.4 |
| PVC   | <i>Pyrus calleryana</i> 'Chanticleer'  | Chanticleer Pear                | 6" CAL. | PER PLANS | 9.1; 9.5 |
| QUM-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| QUM-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 6" CAL. | PER PLANS | 9.1; 9.2 |

|                              |                                                      |                     |        |                 |      |
|------------------------------|------------------------------------------------------|---------------------|--------|-----------------|------|
| USM6 - UNDERSTORY SUMMER MIX |                                                      |                     |        |                 |      |
| ART                          | <i>Artemisia tridentata</i>                          | W. Sagebrush        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| ERN                          | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush  | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                          | <i>Blue Fortune</i> Hyssop                           | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy        | 1 GAL. | MIN 18" MAX 96" | 9.10 |
|                              |                                                      | SMM Grass Mix       |        |                 |      |

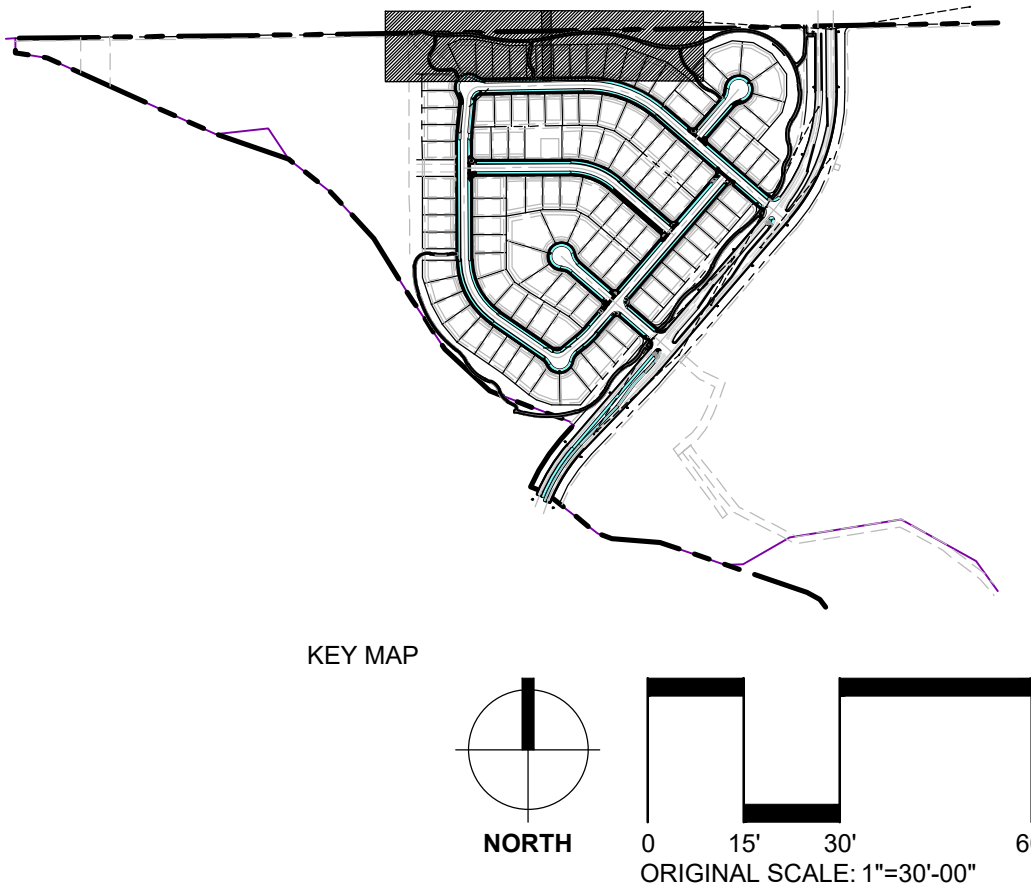
|                             |                                    |                     |        |                 |      |
|-----------------------------|------------------------------------|---------------------|--------|-----------------|------|
| UFM10 - UNDERSTORY FALL MIX |                                    |                     |        |                 |      |
| RIIT                        | <i>Rhus triboata</i>               | Sumac               | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                         | <i>Blonde Ambition</i> Grama Grass | Grama Grass         | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                         | <i>Agastache</i> 'Blue Fortune'    | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                         | <i>Achillea millefolium</i>        | White Yarrow        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AGL                         | <i>Globermaster</i> Allium         | Allium              | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| UFM10                       |                                    | SMM Grass Mix       |        |                 |      |

|                               |                             |                |        |                 |      |
|-------------------------------|-----------------------------|----------------|--------|-----------------|------|
| UWM13 - UNDERSTORY WINTER MIX |                             |                |        |                 |      |
| RIIT                          | <i>Rhus triboata</i>        | Sumac          | 6 GAL. | MIN 18" MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Soapweed Yucca | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                           | <i>Achillea millefolium</i> | White Yarrow   | 3 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                             | SMM Grass Mix  |        |                 |      |

|                               |                                                      |                             |        |                 |      |
|-------------------------------|------------------------------------------------------|-----------------------------|--------|-----------------|------|
| USPM2 - UNDERSTORY SPRING MIX |                                                      |                             |        |                 |      |
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush          | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| PEA                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                           | <i>Bouteloua gracilis</i> 'Blonde Ambition'          | Blonde Ambition Grama Grass | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                | 2 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                                                      | SMM Grass Mix               |        |                 |      |

|            |                                                                                                                                                                                                                             |                       |      |          |  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|--|
| SEED MIXES |                                                                                                                                                                                                                             |                       |      |          |  |
| SMM        | Shortgrass Meadow Mix (Includes: Western Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue) | Shortgrass Meadow Mix | Seed | REF SPEC |  |
| GME        | Erosion Control Mix (Includes: Western Wheat Grass, Sideoats Grama Grass, Annual Rye Grass)                                                                                                                                 | Erosion Control Mix   | Seed | REF SPEC |  |
| TFF        | Turf Grass Mix (Kentucky Blue Grass, Perennial Rye Grass, Creeping Red Fescue)                                                                                                                                              | Turf Lawn Mix         | Seed | REF SPEC |  |

| PLANTING LEGEND |      |       |     |                |  |
|-----------------|------|-------|-----|----------------|--|
| 9.14            | 9.15 | USM6  | TFF | WATER METER    |  |
| 9.16            | 9.17 | UFM10 | SMM | SIGHT TRIANGLE |  |
| 9.18            | 9.19 | UWM13 | GME |                |  |
| 9.20            | 9.21 | USPM2 |     |                |  |



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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 21 of 58

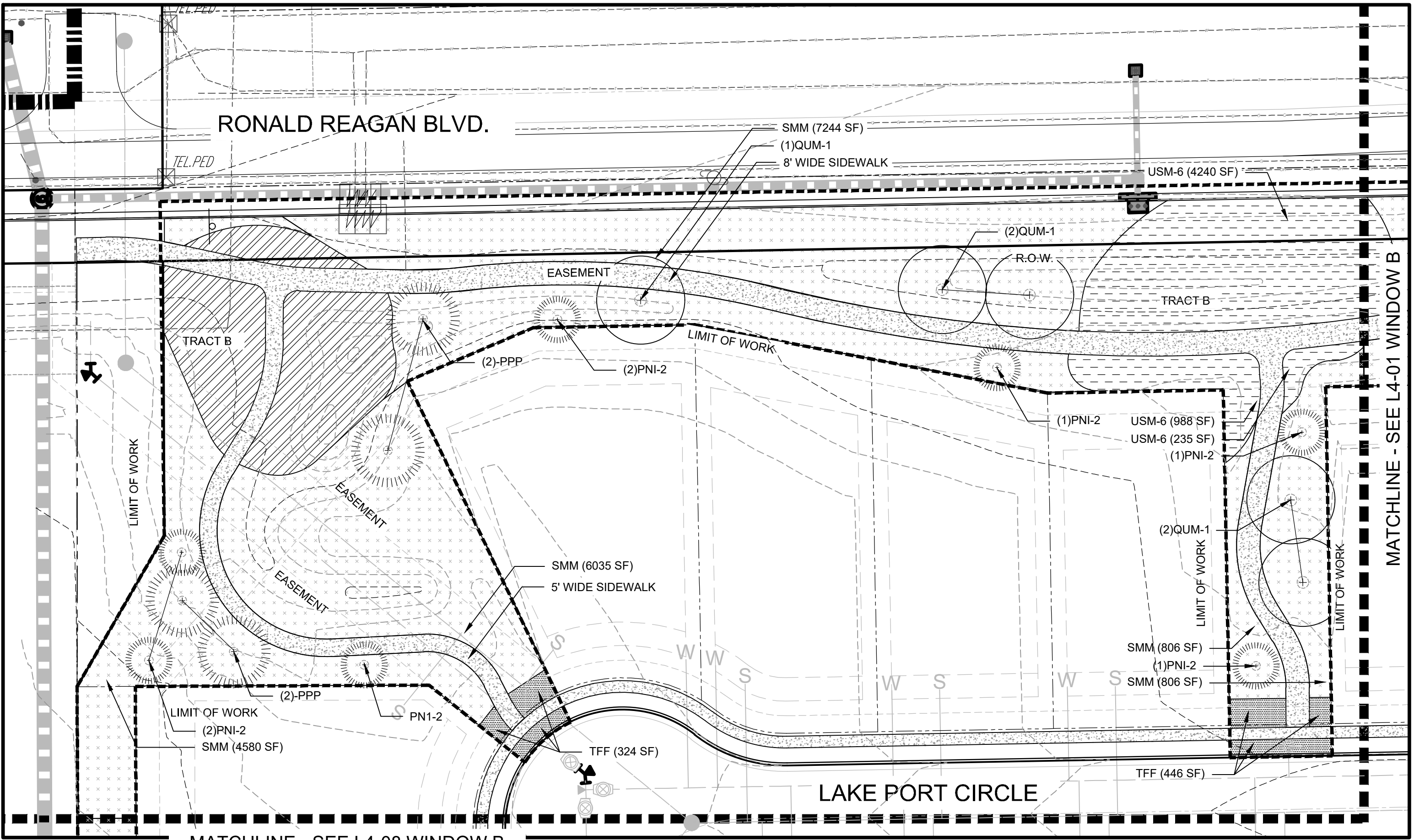
PROJECT NUMBER: 5311

PLANTING

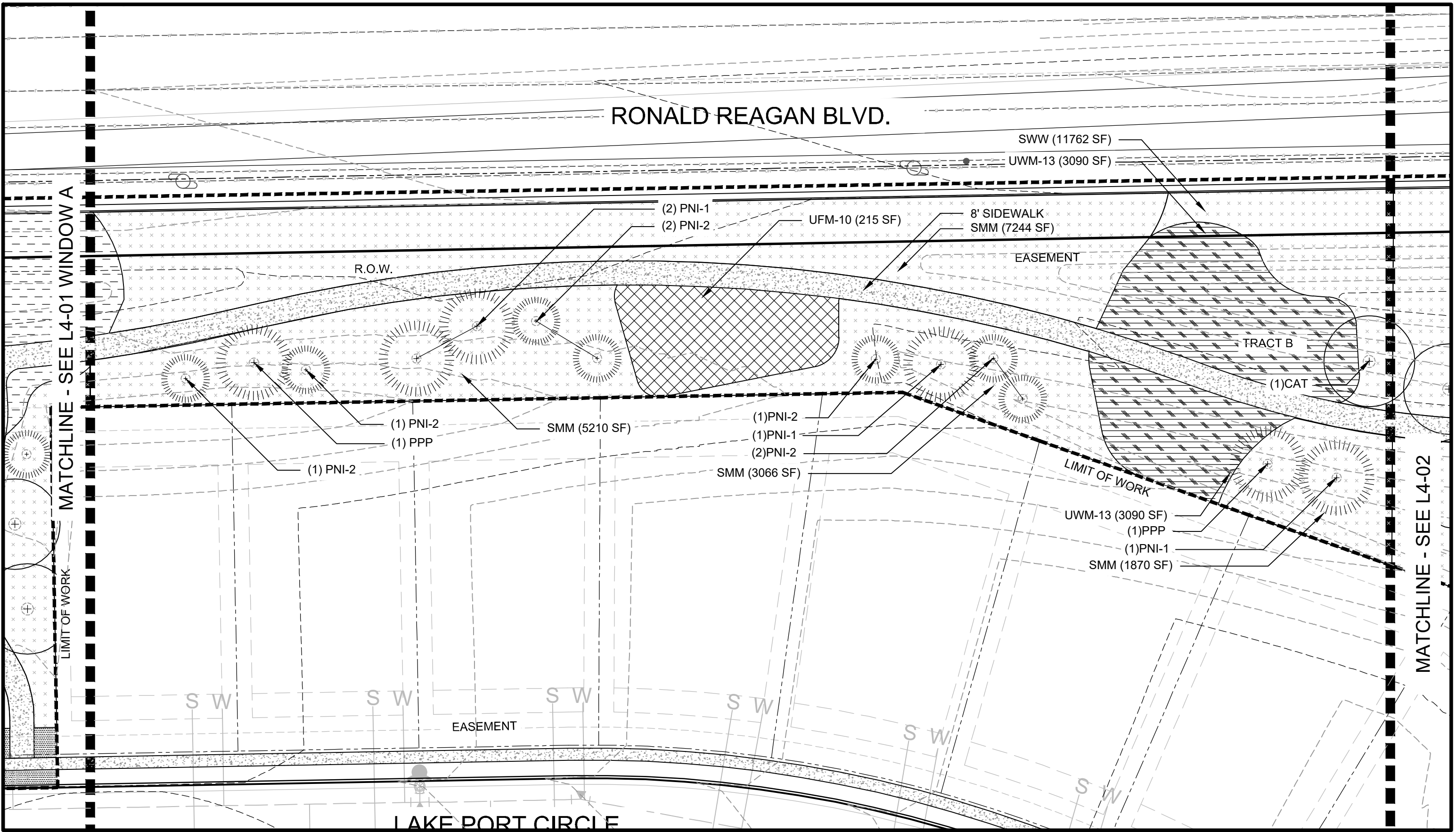
SHEET NUMBER

L4-01

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WINDOW A



WINDOW B



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 22 of 58

SITE KEYNOTES:

9.0 PLANTING AND LANDSCAPE

|      |                            | DETAIL / SHEET | RELATED DETAILS |
|------|----------------------------|----------------|-----------------|
| 9.1  | Deciduous Tree             | 1 / L5-01      |                 |
| 9.2  | Deciduous Tree on slope    | 2 / L5-01      |                 |
| 9.3  | Evergreen Tree             | 1 / L5-02      |                 |
| 9.4  | Evergreen Tree on slope    | 2 / L5-02      |                 |
| 9.5  | Ornamental Tree Type 1     | 1 / L5-03      |                 |
| 9.6  | Ornamental Tree on slope   | 2 / L5-03      |                 |
| 9.7  | Deciduous Tree Guy Wire    | 3 / L5-03      |                 |
| 9.8  | Shrub Type 1               | 1 / L5-04      | 3 / L5-02       |
| 9.9  | Shrub Type 2 (slope)       | 2 / L5-04      | 3 / L5-02       |
| 9.10 | Perennials and Groundcover | 3 / L5-04      | 3 / L5-02       |
| 9.11 | Turf                       | 4 / L5-04      |                 |
| 9.12 | Steel Edging               | 5 / L5-04      |                 |
| 9.13 | Mulch                      | 6 / L5-04      |                 |

| Abb   | Scientific Name                        | Common Name                     | Size    | Spacing   | Detail   |
|-------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES |                                        |                                 |         |           |          |
| AFA   | <i>Acer x freemanii</i> 'Autumn Blaze' | Autumn Blaze Maple              | 3" CAL. | PER PLANS | 9.1; 9.2 |
| ANS   | <i>Acer Negundo</i> 'Sensation'        | Boxelder Sensation              | 2" CAL. | PER PLANS | 9.1; 9.2 |
| CAT   | <i>Catalpa speciosa</i>                | Catalpa                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| JUS   | <i>Juniperus scopulorum</i> 'Woodward' | Woodward Rocky Mountain Juniper | 10' HT. | PER PLANS | 9.3; 9.4 |
| PNH-1 | <i>Pinus nigra</i>                     | Austrian Pine                   | 8' HT.  | PER PLANS | 9.3; 9.4 |
| PNH-2 | <i>Pinus nigra</i>                     | Austrian Pine                   | 7' HT.  | PER PLANS | 9.3; 9.4 |
| PPA   | <i>Populus x acuminata</i>             | Lanceleaf Cottonwood            | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPC   | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8' HT.  | PER PLANS | 9.3; 9.4 |
| PPN   | <i>Populus angustifolia</i>            | Narrowleaf Cottonwood           | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPP   | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20' HT. | PER PLANS | 9.3; 9.4 |
| PVC   | <i>Pyrus calleryana</i> 'Chanticleer'  | Chanticleer Pear                | 6" CAL. | PER PLANS | 9.1; 9.5 |
| QUM-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| QUM-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 6" CAL. | PER PLANS | 9.1; 9.2 |

|                              |                                                      |                     |        |                 |      |
|------------------------------|------------------------------------------------------|---------------------|--------|-----------------|------|
| USM6 - UNDERSTORY SUMMER MIX |                                                      |                     |        |                 |      |
| ART                          | <i>Artemisia tridentata</i>                          | W. Sagebrush        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| ERN                          | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush  | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                          | <i>Blue Fortune</i> Hyssop                           | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy        | 1 GAL. | MIN 18" MAX 96" | 9.10 |
|                              |                                                      | SMM Grass Mix       |        |                 |      |

|                             |                                    |                     |        |                 |      |
|-----------------------------|------------------------------------|---------------------|--------|-----------------|------|
| UFM10 - UNDERSTORY FALL MIX |                                    |                     |        |                 |      |
| RHT                         | <i>Rhus trilobata</i>              | Sumac               | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                         | <i>Blonde Ambition</i> Grama Grass | Grama Grass         | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                         | <i>Agastache</i> 'Blue Fortune'    | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| AMH                         | <i>Achillea millefolium</i>        | White Yarrow        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AGL                         | <i>Globermaster</i> Allium         | Allium              | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| UFM10                       |                                    | SMM Grass Mix       |        |                 |      |

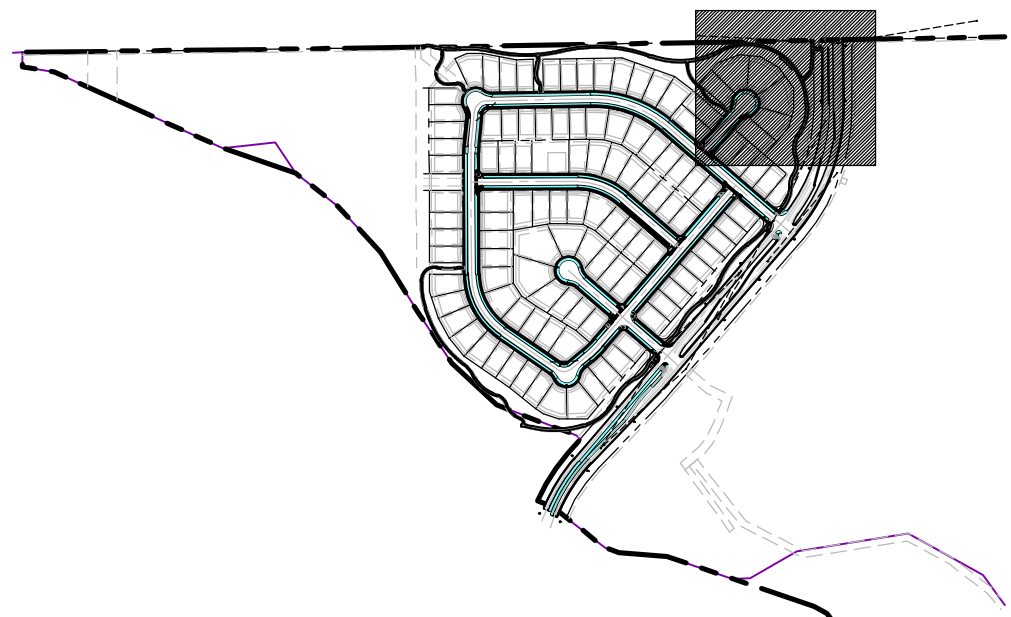
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|-------------------------------|-----------------------------|---------------|--------|-----------------|------|
| UWM13 - UNDERSTORY WINTER MIX |                             |               |        |                 |      |
| RHT                           | <i>Rhus trilobata</i>       | Sumac         | 6 GAL. | MIN 18" MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Sage Yucca    | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AMH                           | <i>Achillea millefolium</i> | White Yarrow  | 3 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                             | SMM Grass Mix |        |                 |      |

|                               |                                                      |                             |        |                 |      |
|-------------------------------|------------------------------------------------------|-----------------------------|--------|-----------------|------|
| USPM2 - UNDERSTORY SPRING MIX |                                                      |                             |        |                 |      |
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush          | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| PEA                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                           | <i>Bouteloua gracilis</i> 'Blonde Ambition'          | Blonde Ambition Grama Grass | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                | 2 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                                                      | SMM Grass Mix               |        |                 |      |

|            |                                                                                                                                                                                                                             |                       |      |          |  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|--|
| SEED MIXES |                                                                                                                                                                                                                             |                       |      |          |  |
| SMM        | Shortgrass Meadow Mix (Includes: Western Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue) | Shortgrass Meadow Mix | Seed | REF SPEC |  |
| GME        | Erosion Control Mix (Includes: Western Wheat Grass, Sideoats Grama Grass, Annual Rye Grass)                                                                                                                                 | Erosion Control Mix   | Seed | REF SPEC |  |
| TFF        | Turf Grass Mix (Kentucky Blue Grass, Perennial Rye Grass, Creeping Red Fescue)                                                                                                                                              | Turf Lawn Mix         | Seed | REF SPEC |  |

PLANTING LEGEND

|            |       |     |                |
|------------|-------|-----|----------------|
| 9.14, 9.15 | USM6  | TFF | WATER METER    |
| 9.16, 9.17 | UFM10 | SMM | SIGHT TRIANGLE |
| 9.18, 9.19 | UWM13 | GME |                |
| 9.20, 9.21 | USPM2 |     |                |



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BAREFOOT LAKES - FILING NO. 4

FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 22 of 58

PROJECT NUMBER: 5311

PLANTING

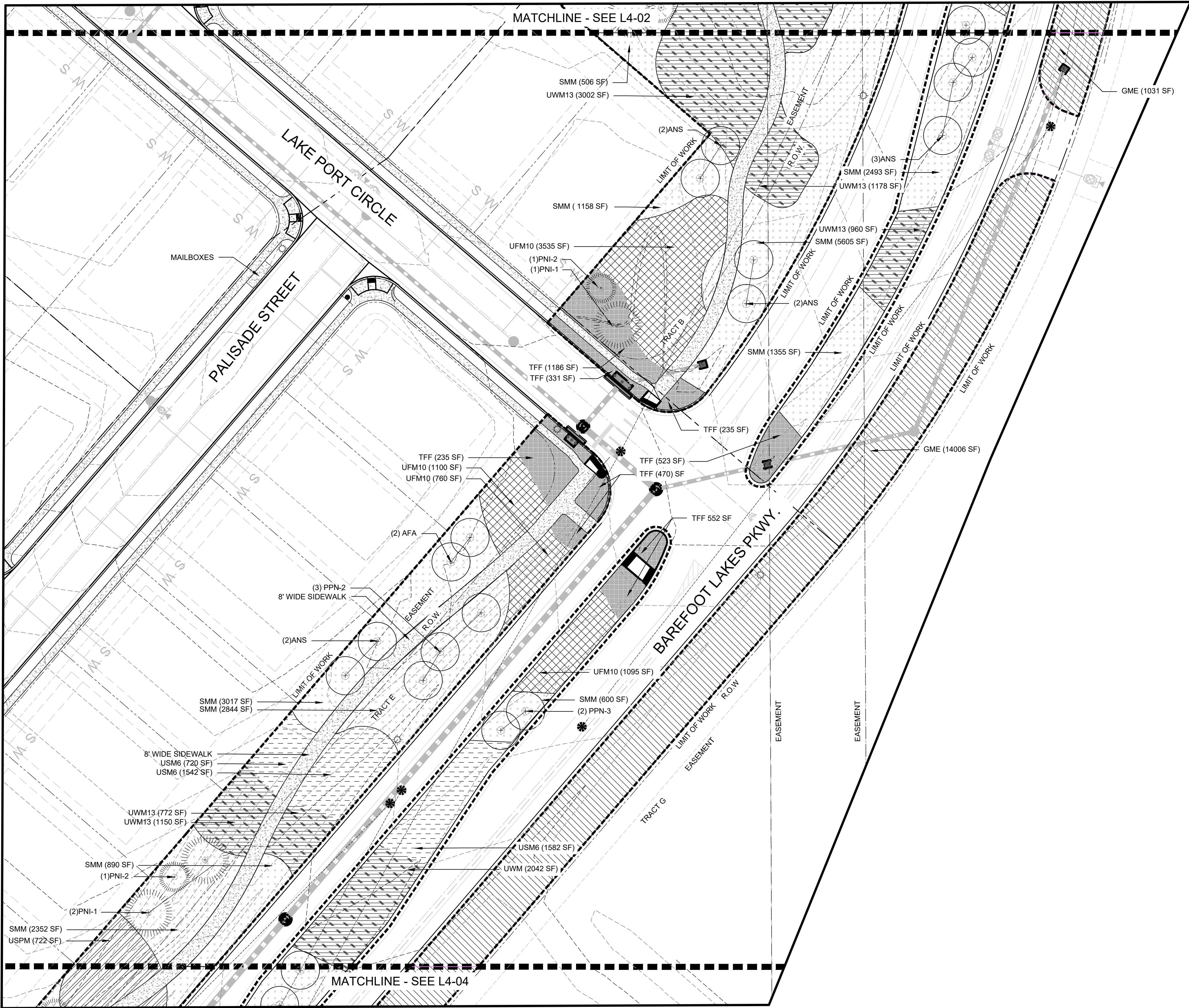
SHEET NUMBER

L4-02

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 23 of 58



| SITE KEYNOTES: |                            |           | DETAIL / SHEET | RELATED DETAILS |
|----------------|----------------------------|-----------|----------------|-----------------|
| 9.0            | PLANTING AND LANDSCAPE     |           |                |                 |
| 9.1            | Deciduous Tree             | 1 / L5-01 |                |                 |
| 9.2            | Deciduous Tree on slope    | 2 / L5-01 |                |                 |
| 9.3            | Evergreen Tree             | 1 / L5-02 |                |                 |
| 9.4            | Evergreen Tree on slope    | 2 / L5-02 |                |                 |
| 9.5            | Ornamental Tree Type 1     | 1 / L5-03 |                |                 |
| 9.6            | Ornamental Tree on slope   | 2 / L5-03 |                |                 |
| 9.7            | Deciduous Tree Guy Wire    | 3 / L5-03 |                |                 |
| 9.8            | Shrub Type 1               | 1 / L5-04 | 3 / L5-02      |                 |
| 9.9            | Shrub Type 2 (slope)       | 2 / L5-04 | 3 / L5-02      |                 |
| 9.10           | Perennials and Groundcover | 3 / L5-04 | 3 / L5-02      |                 |
| 9.11           | Turf                       | 4 / L5-04 |                |                 |
| 9.12           | Steel Edging               | 5 / L5-04 |                |                 |
| 9.13           | Mulch                      | 6 / L5-04 |                |                 |

| Abb   | Scientific Name                        | Common Name                     | Size    | Spacing   | Detail   |
|-------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES |                                        |                                 |         |           |          |
| AFA   | <i>Acer x freemanii</i> 'Autumn Blaze' | Autumn Blaze Maple              | 3" CAL. | PER PLANS | 9.1; 9.2 |
| ANS   | <i>Acer Negundo</i> 'Sensation'        | Boxelder Sensation              | 2" CAL. | PER PLANS | 9.1; 9.2 |
| CAT   | <i>Catalpa speciosa</i>                | Catalpa                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| JUS   | <i>Juniperus scopulorum</i> 'Woodward' | Woodward Rocky Mountain Juniper | 10" HT. | PER PLANS | 9.3; 9.4 |
| PNI-1 | <i>Pinus nigra</i>                     | Austrian Pine                   | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PNI-2 | <i>Pinus nigra</i>                     | Austrian Pine                   | 7" HT.  | PER PLANS | 9.3; 9.4 |
| PPA   | <i>Populus x acuminata</i>             | Lanceleaf Cottonwood            | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPC   | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PPN   | <i>Populus angustifolia</i>            | Narrowleaf Cottonwood           | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPP   | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20" HT. | PER PLANS | 9.3; 9.4 |
| PVC   | <i>Pyrus calleryana</i> 'Chanticleer'  | Chanticleer Pear                | 6" CAL. | PER PLANS | 9.1; 9.5 |
| QUM-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| QUM-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 6" CAL. | PER PLANS | 9.1; 9.2 |

|                              |                                                      |                     |        |                 |      |
|------------------------------|------------------------------------------------------|---------------------|--------|-----------------|------|
| USM6 - UNDERSTORY SUMMER MIX |                                                      |                     |        |                 |      |
| ART                          | <i>Artemisia tridentata</i>                          | W. Sagebrush        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| ERN                          | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush  | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                          | <i>Blue Fortune</i> Hyssop                           | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy        | 1 GAL. | MIN 18" MAX 96" | 9.10 |
|                              |                                                      | SMV Grass Mix       |        |                 |      |

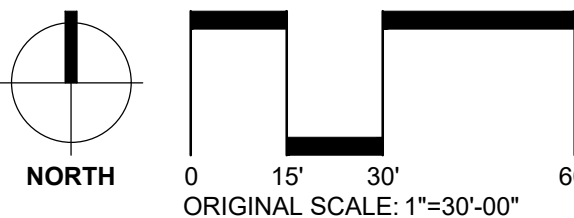
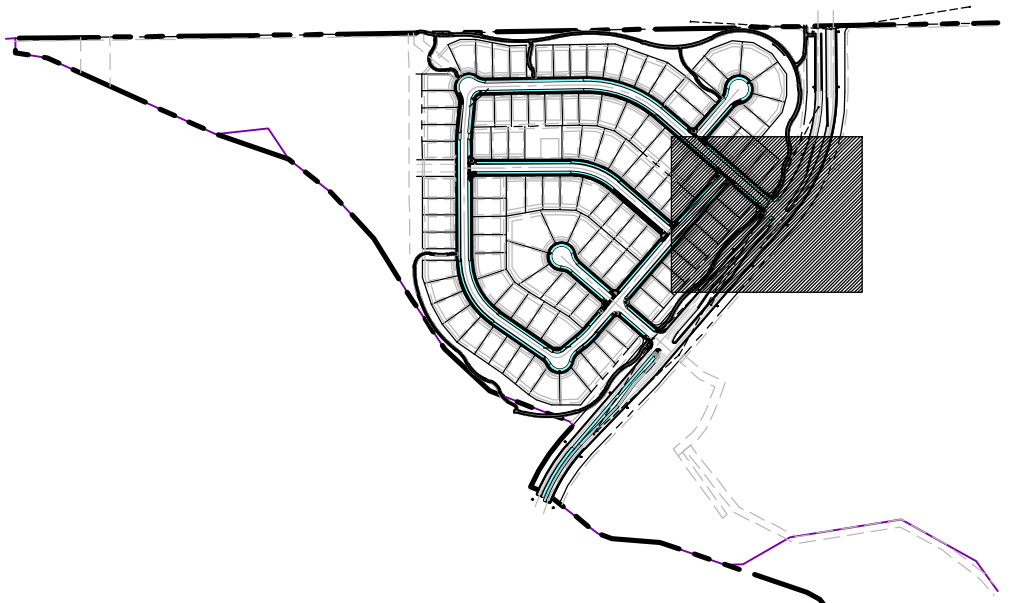
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|-----------------------------|------------------------------------|---------------------|--------|-----------------|------|
| UFM10 - UNDERSTORY FALL MIX |                                    |                     |        |                 |      |
| RIIT                        | <i>Rhus triborta</i>               | Sumac               | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                         | <i>Blonde Ambition</i> Grama Grass | Grama Grass         | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                         | <i>Agastache</i> 'Blue Fortune'    | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                         | <i>Achillea millefolium</i>        | White Yarrow        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AGL                         | <i>Globermaster</i> Allium         | Allium              | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| UFM10                       |                                    | SMV Grass Mix       |        |                 |      |

|                               |                             |                |        |                 |      |
|-------------------------------|-----------------------------|----------------|--------|-----------------|------|
| UWM13 - UNDERSTORY WINTER MIX |                             |                |        |                 |      |
| RIIT                          | <i>Rhus triborta</i>        | Sumac          | 6 GAL. | MIN 18" MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Soapweed Yucca | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                           | <i>Achillea millefolium</i> | White Yarrow   | 3 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                             | SMV Grass Mix  |        |                 |      |

|                               |                                                      |                             |        |                 |      |
|-------------------------------|------------------------------------------------------|-----------------------------|--------|-----------------|------|
| USPM2 - UNDERSTORY SPRING MIX |                                                      |                             |        |                 |      |
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush          | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| PEA                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                           | <i>Bouteloua gracilis</i> 'Blonde Ambition'          | Blonde Ambition Grama Grass | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                | 2 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                                                      | SMV Grass Mix               |        |                 |      |

|            |                                                                                                                                                                                                                             |                       |      |          |  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|--|
| SEED MIXES |                                                                                                                                                                                                                             |                       |      |          |  |
| SMV        | Shortgrass Meadow Mix (Includes: Western Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue) | Shortgrass Meadow Mix | Seed | REF SPEC |  |
| GME        | Erosion Control Mix (Includes: Western Wheat Grass, Sideoats Grama Grass, Annual Rye Grass)                                                                                                                                 | Erosion Control Mix   | Seed | REF SPEC |  |
| TFF        | Turf Grass Mix (Kentucky Blue Grass, Perennial Rye Grass, Creeping Red Fescue)                                                                                                                                              | Turf Lawn Mix         | Seed | REF SPEC |  |

| PLANTING LEGEND |      |       |     |                |  |
|-----------------|------|-------|-----|----------------|--|
| 9.14            | 9.15 | USM6  | TFF | WATER METER    |  |
| 9.16            | 9.17 | UFM10 | SMM | SIGHT TRIANGLE |  |
| 9.18            | 9.19 | UWM13 | GME |                |  |
| 9.20            | 9.21 | USPM2 |     |                |  |



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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 23 of 58

PROJECT NUMBER: 5311

PLANTING

SHEET NUMBER

L4-03

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 24 of 58

SITE KEYNOTES:

9.0 PLANTING AND LANDSCAPE

|      |                            |                     |
|------|----------------------------|---------------------|
| 9.1  | Deciduous Tree             | 1 / L5-01           |
| 9.2  | Deciduous Tree on slope    | 2 / L5-01           |
| 9.3  | Evergreen Tree             | 1 / L5-02           |
| 9.4  | Evergreen Tree on slope    | 2 / L5-02           |
| 9.5  | Ornamental Tree Type 1     | 1 / L5-03           |
| 9.6  | Ornamental Tree on slope   | 2 / L5-03           |
| 9.7  | Deciduous Tree Guy Wire    | 3 / L5-03           |
| 9.8  | Shrub Type 1               | 1 / L5-04 3 / L5-02 |
| 9.9  | Shrub Type 2 (slope)       | 2 / L5-04 3 / L5-02 |
| 9.10 | Perennials and Groundcover | 3 / L5-04 3 / L5-02 |
| 9.11 | Turf                       | 4 / L5-04           |
| 9.12 | Steel Edging               | 5 / L5-04           |
| 9.13 | Mulch                      | 6 / L5-04           |

| Abb   | Scientific Name                        | Common Name                     | Size    | Spacing   | Detail   |
|-------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES |                                        |                                 |         |           |          |
| AFA   | <i>Acer x freemanii</i> 'Autumn Blaze' | Autumn Blaze Maple              | 3" CAL. | PER PLANS | 9.1; 9.2 |
| ANS   | <i>Acer Negundo</i> 'Sensation'        | Boxelder Sensation              | 2" CAL. | PER PLANS | 9.1; 9.2 |
| CAT   | <i>Catalpa speciosa</i>                | Catalpa                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| JUS   | <i>Juniperus scopulorum</i> 'Woodward' | Woodward Rocky Mountain Juniper | 10" HT. | PER PLANS | 9.3; 9.4 |
| PNI-1 | <i>Pinus nigra</i>                     | Austrian Pine                   | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PNI-2 | <i>Pinus nigra</i>                     | Austrian Pine                   | 7" HT.  | PER PLANS | 9.3; 9.4 |
| PPA   | <i>Populus x acuminata</i>             | Lanceleaf Cottonwood            | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPC   | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PPN   | <i>Populus angustifolia</i>            | Narrowleaf Cottonwood           | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPP   | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20" HT. | PER PLANS | 9.3; 9.4 |
| PVC   | <i>Pyrus calleryana</i> 'Chanticleer'  | Chanticleer Pear                | 6" CAL. | PER PLANS | 9.1; 9.2 |
| QUM-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| QUM-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 6" CAL. | PER PLANS | 9.1; 9.2 |

|                              |                                                      |                     |        |                 |      |
|------------------------------|------------------------------------------------------|---------------------|--------|-----------------|------|
| USM6 - UNDERSTORY SUMMER MIX |                                                      |                     |        |                 |      |
| ART                          | <i>Artemisia tridentata</i>                          | W. Sagebrush        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| ERN                          | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush  | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                          | <i>Blue Fortune</i> Hyssop                           | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy        | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| SMM Grass Mix                |                                                      |                     |        |                 |      |

|                             |                                    |                     |        |                 |      |
|-----------------------------|------------------------------------|---------------------|--------|-----------------|------|
| UFM10 - UNDERSTORY FALL MIX |                                    |                     |        |                 |      |
| RIT                         | <i>Rhus trilobata</i>              | Sumac               | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                         | <i>Blonde Ambition</i> Grama Grass | Grama Grass         | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                         | <i>Agastache</i> 'Blue Fortune'    | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| AMH                         | <i>Achillea millefolium</i>        | White Yarrow        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AGL                         | <i>Globermaster</i> Allium         | Allium              | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| SMM Grass Mix               |                                    |                     |        |                 |      |

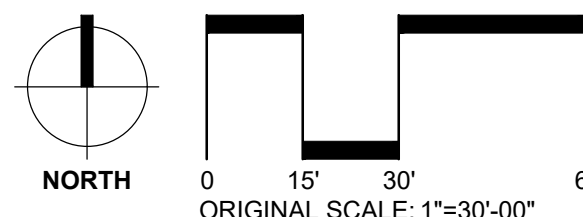
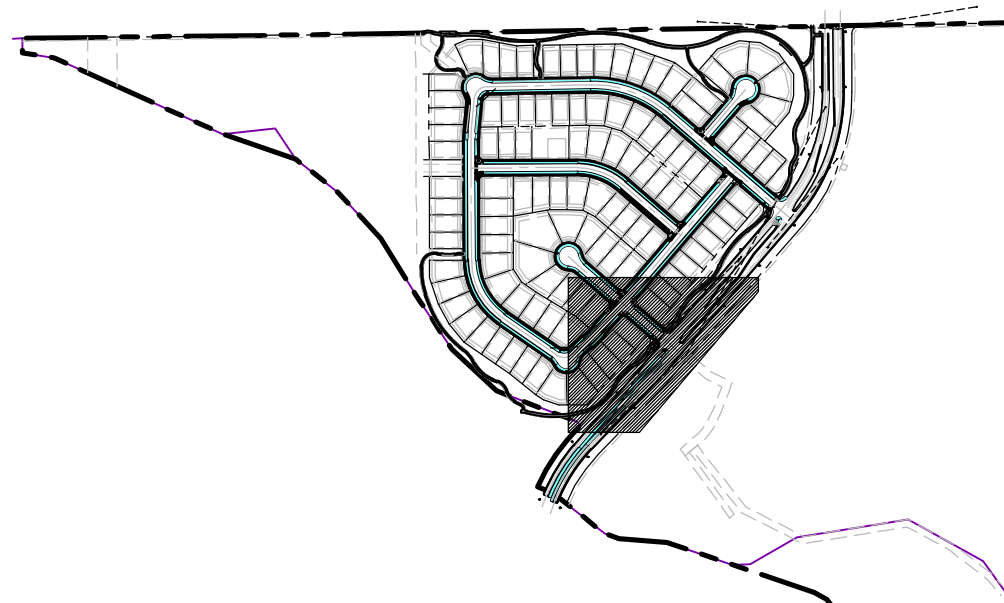
|                               |                             |                |        |                 |      |
|-------------------------------|-----------------------------|----------------|--------|-----------------|------|
| UWM13 - UNDERSTORY WINTER MIX |                             |                |        |                 |      |
| RIT                           | <i>Rhus trilobata</i>       | Sumac          | 6 GAL. | MIN 18" MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Sageweed Yucca | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AMH                           | <i>Achillea millefolium</i> | White Yarrow   | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| SMM Grass Mix                 |                             |                |        |                 |      |

|                               |                                                      |                             |        |                 |      |
|-------------------------------|------------------------------------------------------|-----------------------------|--------|-----------------|------|
| USPM2 - UNDERSTORY SPRING MIX |                                                      |                             |        |                 |      |
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush          | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| PEA                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                           | <i>Bouteloua gracilis</i> 'Blonde Ambition'          | Blonde Ambition Grama Grass | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                | 2 GAL. | MIN 18" MAX 96" | 9.10 |
| SMM Grass Mix                 |                                                      |                             |        |                 |      |

|            |                                                                                                                                                                                                                             |                       |      |          |  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|--|
| SEED MIXES |                                                                                                                                                                                                                             |                       |      |          |  |
| SMM        | Shortgrass Meadow Mix (Includes: Western Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue) | Shortgrass Meadow Mix | Seed | REF SPEC |  |
| GME        | Erosion Control Mix (Includes: Western Wheat Grass, Sideoats Grama Grass, Annual Rye Grass)                                                                                                                                 | Erosion Control Mix   | Seed | REF SPEC |  |
| TFF        | Turf Grass Mix (Kentucky Blue Grass, Perennial Rye Grass, Creeping Red Fescue)                                                                                                                                              | Turf Lawn Mix         | Seed | REF SPEC |  |

PLANTING LEGEND

|           |       |     |                |
|-----------|-------|-----|----------------|
| 9.14 9.15 | USM6  | TFF | WATER METER    |
| 9.16 9.17 | UFM10 | SMM | SIGHT TRIANGLE |
| 9.18 9.19 | UWM13 | GME |                |
| 9.20 9.21 | USPM2 |     |                |



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BAREFOOT LAKES - FILING NO. 4

FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 24 of 58

PROJECT NUMBER: 5311

PLANTING

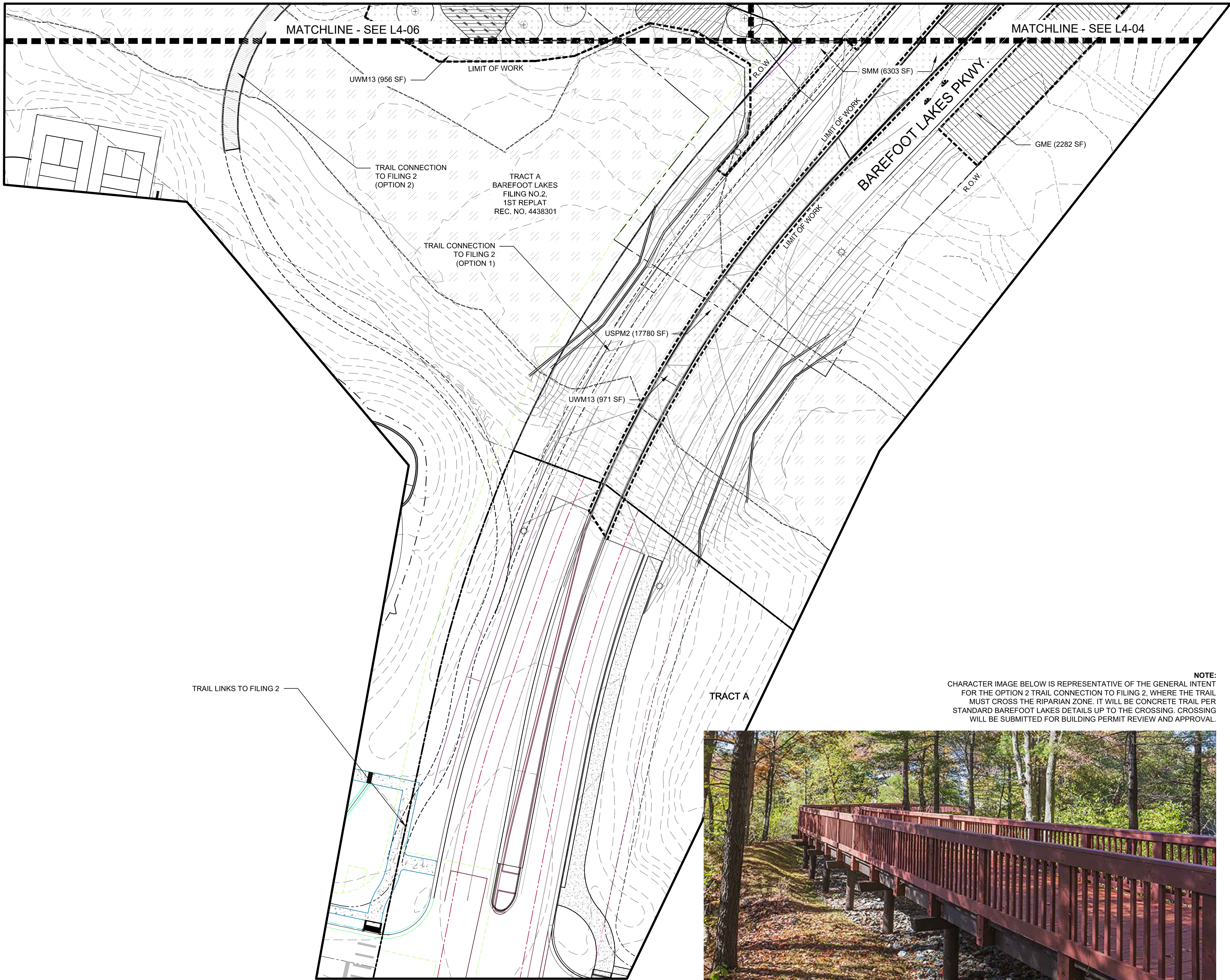
SHEET NUMBER

L4-04

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 25 of 58



| SITE KEYNOTES: |                            |           | DETAIL / SHEET | RELATED DETAILS |
|----------------|----------------------------|-----------|----------------|-----------------|
| 9.0            | PLANTING AND LANDSCAPE     |           |                |                 |
| 9.1            | Deciduous Tree             | 1 / L5-01 |                |                 |
| 9.2            | Deciduous Tree on slope    | 2 / L5-01 |                |                 |
| 9.3            | Evergreen Tree             | 1 / L5-02 |                |                 |
| 9.4            | Evergreen Tree on slope    | 2 / L5-02 |                |                 |
| 9.5            | Ornamental Tree Type 1     | 1 / L5-03 |                |                 |
| 9.6            | Ornamental Tree on slope   | 2 / L5-03 |                |                 |
| 9.7            | Deciduous Tree Guy Wire    | 3 / L5-03 |                |                 |
| 9.8            | Shrub Type 1               | 1 / L5-04 | 3 / L5-02      |                 |
| 9.9            | Shrub Type 2 (slope)       | 2 / L5-04 | 3 / L5-02      |                 |
| 9.10           | Perennials and Groundcover | 3 / L5-04 | 3 / L5-02      |                 |
| 9.11           | Turf                       | 4 / L5-04 |                |                 |
| 9.12           | Steel Edging               | 5 / L5-04 |                |                 |
| 9.13           | Mulch                      | 6 / L5-04 |                |                 |

| Abb    | Scientific Name                        | Common Name                     | Size    | Spacing   | Detail   |
|--------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES  |                                        |                                 |         |           |          |
| AFA    | <i>Acer x freemanii</i> 'Autumn Blaze' | Autumn Blaze Maple              | 3" CAL. | PER PLANS | 9.1; 9.2 |
| ANS    | <i>Acer Negundo</i> 'Sensation'        | Boxelder Sensation              | 2" CAL. | PER PLANS | 9.1; 9.2 |
| CAT    | <i>Catalpa speciosa</i>                | Catalpa                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| JUS    | <i>Juniperus scopulorum</i> 'Woodward' | Woodward Rocky Mountain Juniper | 10" HT. | PER PLANS | 9.3; 9.4 |
| PNH-1  | <i>Pinus nigra</i>                     | Austrian Pine                   | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PNH-2  | <i>Pinus nigra</i>                     | Austrian Pine                   | 7" HT.  | PER PLANS | 9.3; 9.4 |
| PPA    | <i>Populus x acuminata</i>             | Lanceleaf Cottonwood            | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPC    | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PPN    | <i>Populus angustifolia</i>            | Narrowleaf Cottonwood           | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPP    | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20" HT. | PER PLANS | 9.3; 9.4 |
| PVC    | <i>Pyrus calleryana</i> 'Chanticleer'  | Chanticleer Pear                | 6" CAL. | PER PLANS | 9.1; 9.5 |
| QUIM-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| QUIM-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 6" CAL. | PER PLANS | 9.1; 9.2 |

|                              |                                                      |                     |        |                 |      |
|------------------------------|------------------------------------------------------|---------------------|--------|-----------------|------|
| USM6 - UNDERSTORY SUMMER MIX |                                                      |                     |        |                 |      |
| ART                          | <i>Artemisia tridentata</i>                          | W. Sagebrush        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| ERN                          | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush  | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                          | <i>Blue Fortune</i> Hyssop                           | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy        | 1 GAL. | MIN 18" MAX 96" | 9.10 |
|                              |                                                      | SMM Grass Mix       |        |                 |      |

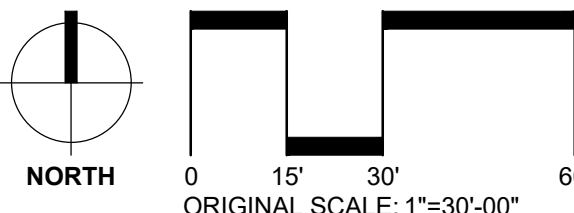
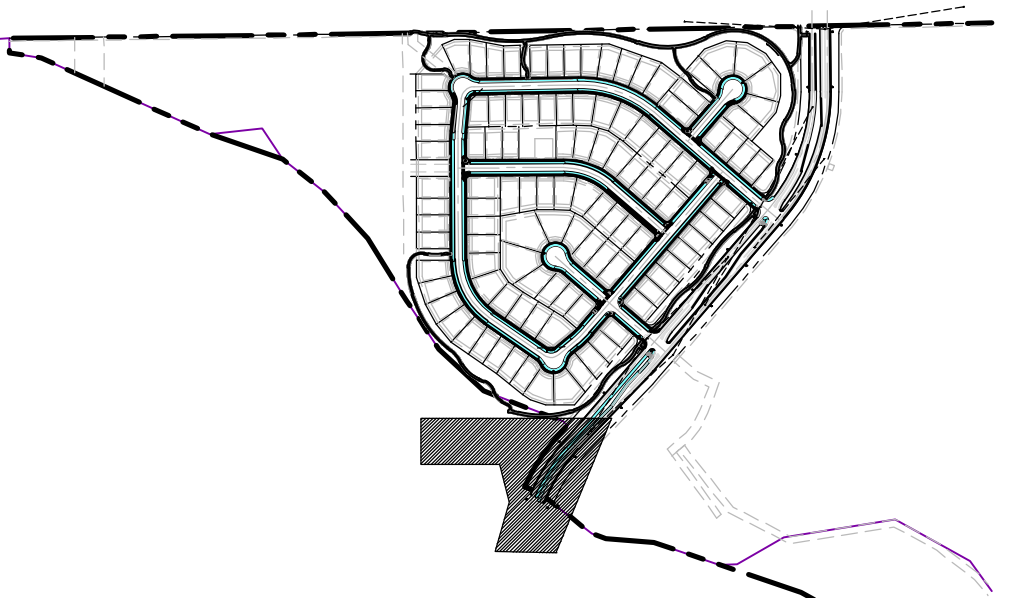
|                             |                                    |                     |        |                 |      |
|-----------------------------|------------------------------------|---------------------|--------|-----------------|------|
| UFM10 - UNDERSTORY FALL MIX |                                    |                     |        |                 |      |
| RIIT                        | <i>Rhus trilobata</i>              | Sumac               | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                         | <i>Blonde Ambition</i> Grama Grass | Grama Grass         | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                         | <i>Agastache</i> 'Blue Fortune'    | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                         | <i>Achillea millefolium</i>        | White Yarrow        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AGL                         | <i>Globermaster</i> Allium         | Allium              | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| UFM10                       |                                    | SMM Grass Mix       |        |                 |      |

|                               |                             |                |        |                 |      |
|-------------------------------|-----------------------------|----------------|--------|-----------------|------|
| UWM13 - UNDERSTORY WINTER MIX |                             |                |        |                 |      |
| RIIT                          | <i>Rhus trilobata</i>       | Sumac          | 6 GAL. | MIN 18" MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Soapweed Yucca | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                           | <i>Achillea millefolium</i> | White Yarrow   | 3 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                             | SMM Grass Mix  |        |                 |      |

|                               |                                                      |                             |        |                 |      |
|-------------------------------|------------------------------------------------------|-----------------------------|--------|-----------------|------|
| USPM2 - UNDERSTORY SPRING MIX |                                                      |                             |        |                 |      |
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush          | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| PEA                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                           | <i>Bouteloua gracilis</i> 'Blonde Ambition'          | Blonde Ambition Grama Grass | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                | 2 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                                                      | SMM Grass Mix               |        |                 |      |

|            |                                                                                                                                                                                                                             |                       |      |          |  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|--|
| SEED MIXES |                                                                                                                                                                                                                             |                       |      |          |  |
| SMM        | Shortgrass Meadow Mix (Includes: Western Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue) | Shortgrass Meadow Mix | Seed | REF SPEC |  |
| GME        | Erosion Control Mix (Includes: Western Wheat Grass, Sideoats Grama Grass, Annual Rye Grass)                                                                                                                                 | Erosion Control Mix   | Seed | REF SPEC |  |
| TFF        | Turf Grass Mix (Kentucky Blue Grass, Perennial Rye Grass, Creeping Red Fescue)                                                                                                                                              | Turf Lawn Mix         | Seed | REF SPEC |  |

|                 |      |       |     |                |  |
|-----------------|------|-------|-----|----------------|--|
| PLANTING LEGEND |      |       |     |                |  |
| 9.14            | 9.15 | USM6  | TFF | WATER METER    |  |
| 9.16            | 9.17 | UFM10 | SMM | SIGHT TRIANGLE |  |
| 9.18            | 9.19 | UWM13 | GME |                |  |
| 9.20            | 9.21 | USPM2 |     |                |  |



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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                              |                             |
|------------------------------|-----------------------------|
| Name of application:         | Barefoot Lakes Filing No. 4 |
| Type of Submittal:           | FDP                         |
| Filing #:                    | 4                           |
| Phase #:                     |                             |
| First Submittal:             | 12.21.2018                  |
| Revision 1:                  | 03.14.2019                  |
| Revision 2:                  | 06.10.2019                  |
| Revision 3:                  |                             |
| Sheet <u>25</u> of <u>58</u> |                             |

PROJECT NUMBER: 5311

PLANTING

SHEET NUMBER

L4-05

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 26 of 58

SITE KEYNOTES:

9.0 PLANTING AND LANDSCAPE

|      |                            | DETAIL / SHEET | RELATED DETAILS |
|------|----------------------------|----------------|-----------------|
| 9.1  | Deciduous Tree             | 1 / L5-01      |                 |
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| 9.4  | Evergreen Tree on slope    | 2 / L5-02      |                 |
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| 9.6  | Ornamental Tree on slope   | 2 / L5-03      |                 |
| 9.7  | Deciduous Tree Guy Wire    | 3 / L5-03      |                 |
| 9.8  | Shrub Type 1               | 1 / L5-04      | 3 / L5-02       |
| 9.9  | Shrub Type 2 (slope)       | 2 / L5-04      | 3 / L5-02       |
| 9.10 | Perennials and Groundcover | 3 / L5-04      | 3 / L5-02       |
| 9.11 | Turf                       | 4 / L5-04      |                 |
| 9.12 | Steel Edging               | 5 / L5-04      |                 |
| 9.13 | Mulch                      | 6 / L5-04      |                 |

| Abb   | Scientific Name                        | Common Name                     | Size    | Spacing   | Detail   |
|-------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES |                                        |                                 |         |           |          |
| AFA   | <i>Acer x freemanii</i> 'Autumn Blaze' | Autumn Blaze Maple              | 3" CAL. | PER PLANS | 9.1; 9.2 |
| ANS   | <i>Acer Negundo</i> 'Sensation'        | Boxelder Sensation              | 2" CAL. | PER PLANS | 9.1; 9.2 |
| CAT   | <i>Catalpa speciosa</i>                | Catalpa                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| JUS   | <i>Juniperus scopulorum</i> 'Woodward' | Woodward Rocky Mountain Juniper | 10" HT. | PER PLANS | 9.3; 9.4 |
| PNH-1 | <i>Pinus nigra</i>                     | Austrian Pine                   | 8' HT.  | PER PLANS | 9.3; 9.4 |
| PNH-2 | <i>Pinus nigra</i>                     | Austrian Pine                   | 7' HT.  | PER PLANS | 9.3; 9.4 |
| PPA   | <i>Populus x acuminata</i>             | Lanceleaf Cottonwood            | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPC   | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8" HT.  | PER PLANS | 9.3; 9.4 |
| PPN   | <i>Populus angustifolia</i>            | Narrowleaf Cottonwood           | 3" CAL. | PER PLANS | 9.1; 9.2 |
| PPP   | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20' HT. | PER PLANS | 9.3; 9.4 |
| PVC   | <i>Pyrus calleryana</i> 'Chanticleer'  | Chanticleer Pear                | 6" CAL. | PER PLANS | 9.1; 9.5 |
| QUM-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3" CAL. | PER PLANS | 9.1; 9.2 |
| QUM-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 6" CAL. | PER PLANS | 9.1; 9.2 |

|                              |                                                      |                     |        |                 |      |
|------------------------------|------------------------------------------------------|---------------------|--------|-----------------|------|
| USM6 - UNDERSTORY SUMMER MIX |                                                      |                     |        |                 |      |
| ART                          | <i>Artemisia tridentata</i>                          | W. Sagebrush        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
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| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy        | 1 GAL. | MIN 18" MAX 96" | 9.10 |
|                              |                                                      | SMM Grass Mix       |        |                 |      |

|                             |                                    |                     |        |                 |      |
|-----------------------------|------------------------------------|---------------------|--------|-----------------|------|
| UFM10 - UNDERSTORY FALL MIX |                                    |                     |        |                 |      |
| RIIT                        | <i>Rhus trilobata</i>              | Sumac               | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                         | <i>Blonde Ambition</i> Grama Grass | Grama Grass         | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                         | <i>Agastache</i> 'Blue Fortune'    | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                         | <i>Achillea millefolium</i>        | White Yarrow        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AGL                         | <i>Globermaster</i> Allium         | Allium              | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| UFM10                       |                                    | SMM Grass Mix       |        |                 |      |

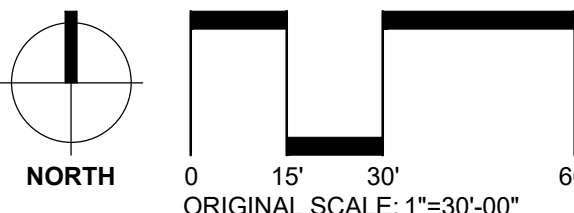
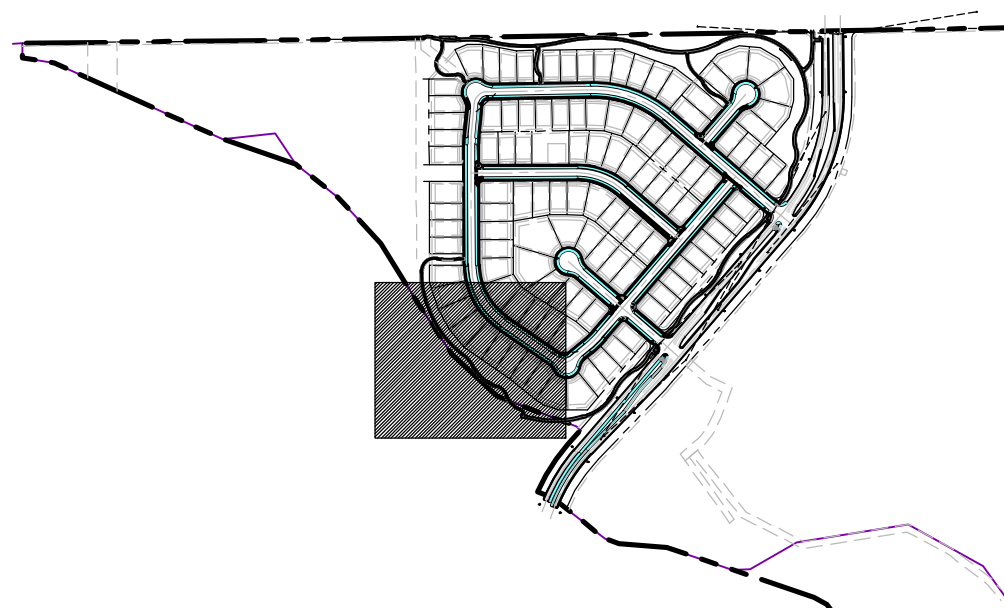
|                               |                             |                |        |                 |      |
|-------------------------------|-----------------------------|----------------|--------|-----------------|------|
| UWM13 - UNDERSTORY WINTER MIX |                             |                |        |                 |      |
| RIIT                          | <i>Rhus trilobata</i>       | Sumac          | 6 GAL. | MIN 18" MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Sageweed Yucca | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AMI                           | <i>Achillea millefolium</i> | White Yarrow   | 3 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                             | SMM Grass Mix  |        |                 |      |

|                               |                                                      |                             |        |                 |      |
|-------------------------------|------------------------------------------------------|-----------------------------|--------|-----------------|------|
| USPM2 - UNDERSTORY SPRING MIX |                                                      |                             |        |                 |      |
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbrush          | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| PEA                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| GBG                           | <i>Bouteloua gracilis</i> 'Blonde Ambition'          | Blonde Ambition Grama Grass | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                | 2 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                                                      | SMM Grass Mix               |        |                 |      |

|            |                                                                                                                                                                                                                             |                       |      |          |  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|--|
| SEED MIXES |                                                                                                                                                                                                                             |                       |      |          |  |
| SMM        | Shortgrass Meadow Mix (Includes: Western Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue) | Shortgrass Meadow Mix | Seed | REF SPEC |  |
| GME        | Erosion Control Mix (Includes: Western Wheat Grass, Sideoats Grama Grass, Annual Rye Grass)                                                                                                                                 | Erosion Control Mix   | Seed | REF SPEC |  |
| TFF        | Turf Grass Mix (Kentucky Blue Grass, Perennial Rye Grass, Creeping Red Fescue)                                                                                                                                              | Turf Lawn Mix         | Seed | REF SPEC |  |

PLANTING LEGEND

|           |       |     |                |
|-----------|-------|-----|----------------|
| 9.14 9.15 | USM6  | TFF | WATER METER    |
| 9.16 9.17 | UFM10 | SMM | SIGHT TRIANGLE |
| 9.18 9.19 | UWM13 | GME |                |
| 9.20 9.21 | USPM2 |     |                |



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BAREFOOT LAKES - FILING NO. 4

FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 26 of 58

PROJECT NUMBER: 5311

PLANTING

SHEET NUMBER

L4-06

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 27 of 58

| SITE KEYNOTES: |                            |           | DETAIL / SHEET | RELATED DETAILS |
|----------------|----------------------------|-----------|----------------|-----------------|
| 9.0            | PLANTING AND LANDSCAPE     |           |                |                 |
| 9.1            | Deciduous Tree             | 1 / L5-01 |                |                 |
| 9.2            | Deciduous Tree on slope    | 2 / L5-01 |                |                 |
| 9.3            | Evergreen Tree             | 1 / L5-02 |                |                 |
| 9.4            | Evergreen Tree on slope    | 2 / L5-02 |                |                 |
| 9.5            | Ornamental Tree Type 1     | 1 / L5-03 |                |                 |
| 9.6            | Ornamental Tree on slope   | 2 / L5-03 |                |                 |
| 9.7            | Deciduous Tree Guy Wire    | 3 / L5-03 |                |                 |
| 9.8            | Shrub Type 1               | 1 / L5-04 | 3 / L5-02      |                 |
| 9.9            | Shrub Type 2 (slope)       | 2 / L5-04 | 3 / L5-02      |                 |
| 9.10           | Perennials and Groundcover | 3 / L5-04 | 3 / L5-02      |                 |
| 9.11           | Turf                       | 4 / L5-04 |                |                 |
| 9.12           | Steel Edging               | 5 / L5-04 |                |                 |
| 9.13           | Mulch                      | 6 / L5-04 |                |                 |

| Abb    | Scientific Name                        | Common Name                     | Size    | Spacing   | Detail   |
|--------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES  |                                        |                                 |         |           |          |
| AFA    | <i>Acer x freemanii</i> 'Autumn Blaze' | Autumn Blaze Maple              | 3" CAL. | PER PLANS | 9.1, 9.2 |
| ANS    | <i>Acer Negundo</i> 'Sensation'        | Boxelder Sensation              | 2" CAL. | PER PLANS | 9.1, 9.2 |
| CAT    | <i>Catalpa speciosa</i>                | Catalpa                         | 3" CAL. | PER PLANS | 9.1, 9.2 |
| JLS    | <i>Juniperus scopulorum</i> 'Woodward' | Woodward Rocky Mountain Juniper | 10" HT. | PER PLANS | 9.3, 9.4 |
| PN1-1  | <i>Pinus nigra</i>                     | Austrian Pine                   | 8' HT.  | PER PLANS | 9.3, 9.4 |
| PN1-2  | <i>Pinus nigra</i>                     | Austrian Pine                   | 7' HT.  | PER PLANS | 9.3, 9.4 |
| PPA    | <i>Populus x occidnata</i>             | Lanceleaf Cottonwood            | 3" CAL. | PER PLANS | 9.1, 9.2 |
| PPC    | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8' HT.  | PER PLANS | 9.3, 9.4 |
| PPN    | <i>Populus angustifolia</i>            | Narrowleaf Cottonwood           | 3" CAL. | PER PLANS | 9.1, 9.2 |
| PPP    | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20' HT. | PER PLANS | 9.3, 9.4 |
| PMC    | <i>Pyrus calleryana</i> 'Chanticleer'  | Chanticleer Pear                | 5" CAL. | PER PLANS | 9.1, 9.5 |
| QUV1-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3" CAL. | PER PLANS | 9.1, 9.2 |
| QUV1-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 5" CAL. | PER PLANS | 9.1, 9.2 |

|                              |                                                      |                     |        |                 |      |
|------------------------------|------------------------------------------------------|---------------------|--------|-----------------|------|
| USM6 - UNDERSTORY SUMMER MIX |                                                      |                     |        |                 |      |
| ART                          | <i>Artemisia tridentata</i>                          | W. Sagebrush        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| ERN                          | <i>Ericameria nauseosa</i> ssp. var. <i>spaciosa</i> | Rubber Rabbitbrush  | 3 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                          | <i>Blue Fortune Hyssop</i>                           | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy        | 1 GAL. | MIN 18" MAX 96" | 9.10 |
|                              |                                                      | SMMV Grass Mix      |        |                 |      |

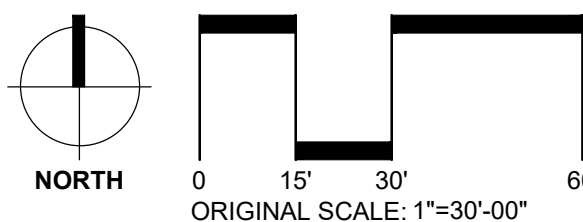
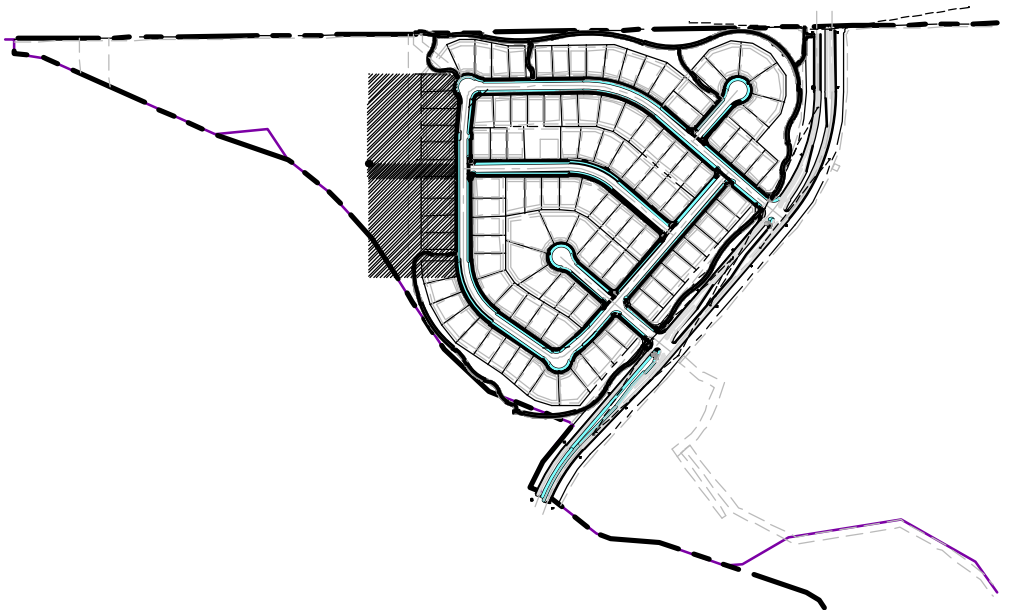
|                             |                                     |                     |        |                 |      |
|-----------------------------|-------------------------------------|---------------------|--------|-----------------|------|
| UFM10 - UNDERSTORY FALL MIX |                                     |                     |        |                 |      |
| RHT                         | <i>Rhus trilobata</i>               | Sumac               | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| BGB                         | <i>Blonde Ambition Gramma Grass</i> | Gramma Grass        | 8 GAL. | MIN 18" MAX 96" | 9.10 |
| ABF                         | <i>Agastache 'Blue Fortune'</i>     | Blue Fortune Hyssop | 1 GAL. | MIN 18" MAX 96" | 9.10 |
| AMN                         | <i>Achillea millefolium</i>         | White Yarrow        | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AQL                         | <i>Globeaster Allium</i>            | Allium              | 1 GAL. | MIN 18" MAX 96" | 9.10 |
|                             |                                     | SMMV Grass Mix      |        |                 |      |

|                               |                             |                |        |                 |      |
|-------------------------------|-----------------------------|----------------|--------|-----------------|------|
| UWM13 - UNDERSTORY WINTER MIX |                             |                |        |                 |      |
| RHT                           | <i>Rhus trilobata</i>       | Sumac          | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Soapweed Yucca | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| AMN                           | <i>Achillea millefolium</i> | White Yarrow   | 3 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                             | SMMV Grass Mix |        |                 |      |

|                               |                                                      |                              |        |                 |      |
|-------------------------------|------------------------------------------------------|------------------------------|--------|-----------------|------|
| USPM2 - UNDERSTORY SPRING MIX |                                                      |                              |        |                 |      |
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>spaciosa</i> | Rubber Rabbitbrush           | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| PEA                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                 | 5 GAL. | MIN 18" MAX 96" | 9.10 |
| BGB                           | <i>Blonde Ambition Gramma Grass</i>                  | Blonde Ambition Gramma Grass | 8 GAL. | MIN 18" MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                 | 2 GAL. | MIN 18" MAX 96" | 9.10 |
|                               |                                                      | SMMV Grass Mix               |        |                 |      |

|            |                                                                                                                                                                                                                              |                       |      |          |  |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|--|
| SEED MIXES |                                                                                                                                                                                                                              |                       |      |          |  |
| SMM        | Shortgrass Meadow Mix (includes: Western Wheat Grass, Blue Gramma, Sidecoats Gramma, Green Needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue) | Shortgrass Meadow Mix | Seed | REF SPEC |  |
| GME        | Erosion Control Mix (includes: Western Wheat Grass, Sidecoats Gramma Grass, Annual Rye Grass)                                                                                                                                | Erosion Control Mix   | Seed | REF SPEC |  |
| TFF        | Turf Grass Mix (Kentucky Blue Grass, Perennial Rye Grass, Creeping Red Fescue)                                                                                                                                               | Turf Lawn Mix         | Seed | REF SPEC |  |

| PLANTING LEGEND |                                                                                       |       |                                                                                       |     |                                                                                                      |
|-----------------|---------------------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------|
| 9.14, 9.15      |  | USM6  |  | TFF |  WATER METER    |
| 9.16, 9.17      |  | UFM10 |  | SMM |  SIGHT TRIANGLE |
| 9.18, 9.19      |  | UWM13 |  | GME |                                                                                                      |
| 9.20, 9.21      |  | USPM2 |                                                                                       |     |                                                                                                      |



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BAREFOOT LAKES - FILING NO. 4

FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 27 of 58

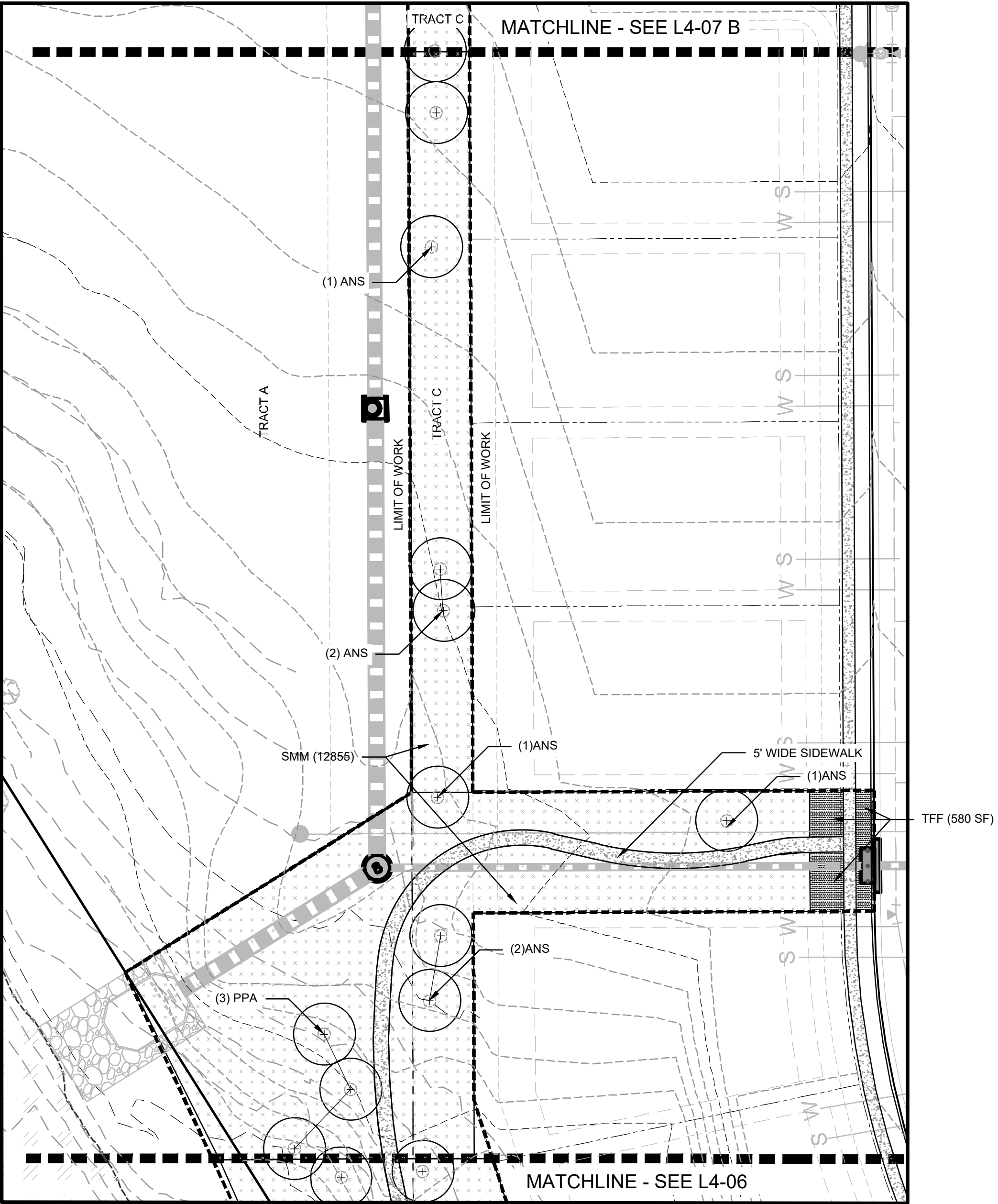
PROJECT NUMBER: 5311

PLANTING

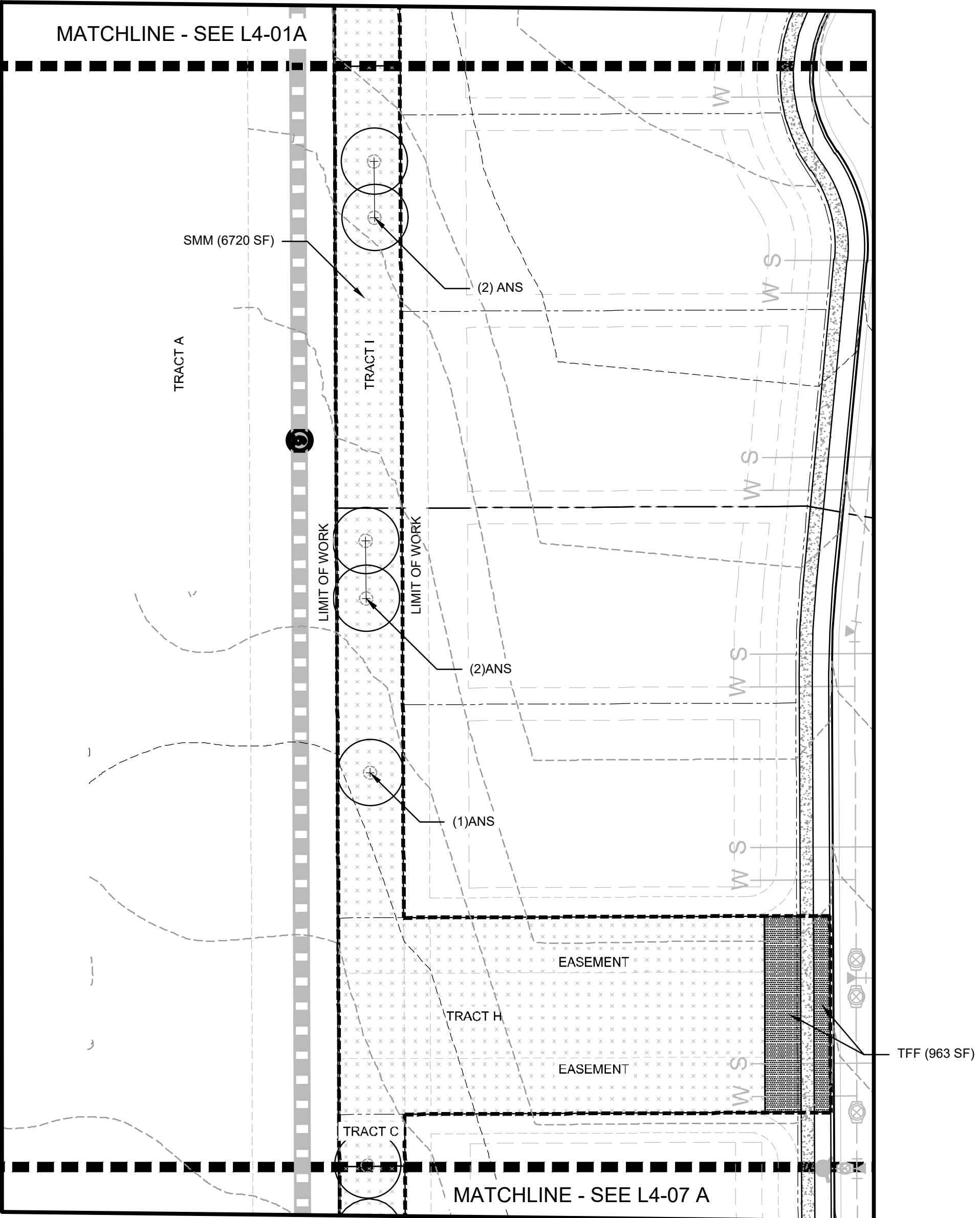
SHEET NUMBER

L4-07

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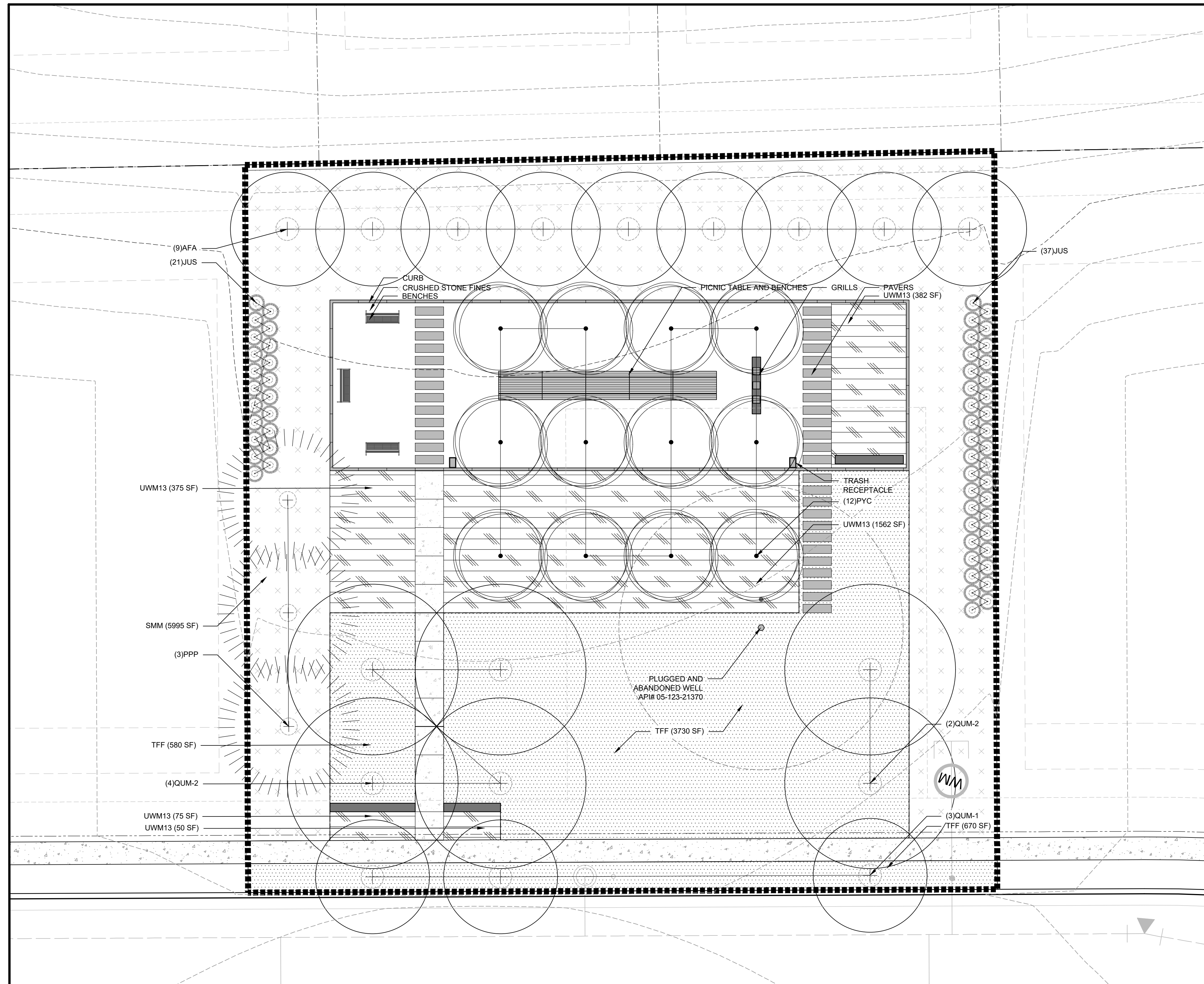
WINDOW A



WINDOW B



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 28 of 58



**SITE KEYNOTES:**

| 9.0  | PLANTING AND LANDSCAPE                         |
|------|------------------------------------------------|
| 9.1  | Deciduous Tree 1 / L5-01                       |
| 9.2  | Deciduous Tree on slope 2 / L5-01              |
| 9.3  | Evergreen Tree 1 / L5-02                       |
| 9.4  | Evergreen Tree on slope 2 / L5-02              |
| 9.5  | Ornamental Tree Type 1 1 / L5-03               |
| 9.6  | Ornamental Tree on slope 2 / L5-03             |
| 9.7  | Deciduous Tree Guy Wire 3 / L5-03              |
| 9.8  | Shrub Type 1 1 / L5-04 3 / L5-02               |
| 9.9  | Shrub Type 2 (slope) 2 / L5-04 3 / L5-02       |
| 9.10 | Perennials and Groundcover 3 / L5-04 3 / L5-02 |
| 9.11 | Turf 4 / L5-04                                 |
| 9.12 | Steel Edging 5 / L5-04                         |
| 9.13 | Mulch 6 / L5-04                                |

| Abb   | Scientific Name                        | Common Name                     | Size    | Spacing   | Details  |
|-------|----------------------------------------|---------------------------------|---------|-----------|----------|
| TREES |                                        |                                 |         |           |          |
| AFM   | <i>Acer x freemanii 'Autumn Blaze'</i> | Autumn Blaze Maple              | 3' CAL  | PER PLANS | 9.1; 9.2 |
| ANS   | <i>Acer x nemorosum 'Sentation'</i>    | Boveldi Sensation               | 2' CAL  | PER PLANS | 9.1; 9.2 |
| JAT   | <i>Catalpa speciosa</i>                | Catalpa                         | 3' CAL  | PER PLANS | 9.1; 9.2 |
| CUS   | <i>Juniperus scopulorum 'Woodward'</i> | Woodward Rocky Mountain Juniper | 10' HT. | PER PLANS | 9.3; 9.4 |
| PN1-P | <i>Pinus nigra</i>                     | Austrian Pine                   | 8' HT.  | PER PLANS | 9.3; 9.4 |
| PN1-P | <i>Pinus nigra</i>                     | Austrian Pine                   | 7' HT.  | PER PLANS | 9.3; 9.4 |
| PPA   | <i>Populus x aluminata</i>             | Lanceleaf Cottonwood            | 3' CAL  | PER PLANS | 9.1; 9.2 |
| PPC   | <i>Pinus pungens</i>                   | Colorado Blue Spruce            | 8' HT.  | PER PLANS | 9.3; 9.4 |
| PNT   | <i>Populus nigra italica</i>           | Narrowleaf Cottonwood           | 3' CAL  | PER PLANS | 9.1; 9.2 |
| PYP   | <i>Pinus ponderosa</i>                 | Ponderosa Pine                  | 20' HT. | PER PLANS | 9.3; 9.4 |
| PVP   | <i>Pyrus calleryana 'Chanticleer'</i>  | Chanticleer Pear                | 6' CAL  | PER PLANS | 9.1; 9.2 |
| QUM-1 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 3' CAL  | PER PLANS | 9.1; 9.2 |
| QUM-2 | <i>Quercus macrocarpa</i>              | Bur Oak                         | 6' CAL  | PER PLANS | 9.1; 9.2 |

| USM6 - UNDERSTORY SUMMER MIX |                                                       |                     |        |                    |      |
|------------------------------|-------------------------------------------------------|---------------------|--------|--------------------|------|
| ART                          | <i>Artemisia tridentata</i>                           | W. Sagebrush        | 5 GAL. | MIN 18"<br>MAX 96" | 9.10 |
| ERN                          | <i>Eriocaulon nauseosum</i> sp. var. <i>speciosum</i> | Rubber Rabbitbrush  | 3 GAL. | MIN 18"<br>MAX 96" | 9.10 |
| ABF                          | <i>Blue Fortune Hyssop</i>                            | Blue Fortune Hyssop | 1 GAL. | MIN 18"<br>MAX 96" | 9.10 |
| LSA                          | <i>Leucanthemum x superbum</i> 'Alaska'               | Shasta Daisy        | 1 GAL. | MIN 18"<br>MAX 96" | 9.10 |
|                              |                                                       | SMM Grass Mix       |        |                    |      |

| UFM10 - UNDERSTORY FALL MIX |                                    |                     |         |                    |
|-----------------------------|------------------------------------|---------------------|---------|--------------------|
| RIFT                        | <i>Rhus triboota</i>               | Sumac               | 5 GAL   | MIN 18"<br>MAX 96" |
| BGB                         | <i>Blonde Ambition Grama Grass</i> | Grama Grass         | MIN 18" | 9.10               |
| ABF                         | <i>Agastache 'Blue Fortune'</i>    | Blue Fortune Hyssop | 1 GAL   | MIN 18"<br>MAX 96" |
| AMI                         | <i>Achillea millefolium</i>        | White Yarrow        | 5 GAL   | MIN 18"<br>MAX 96" |
| AGL                         | <i>Gloebemaster Allium</i>         | Allium              | 1 GAL   | MIN 18"<br>MAX 96" |
| UFM10                       |                                    | SMM Grass Mix       |         |                    |

| UWM13 - UNDERSTORY WINTER MIX |                             |                |       |                    |      |
|-------------------------------|-----------------------------|----------------|-------|--------------------|------|
| RIT                           | <i>Rhus trilobata</i>       | Sumac          | 6 GAL | MIN 18"<br>MAX 96" | 9.10 |
| YUG                           | <i>Yucca glauca</i>         | Soapweed Yucca | 5 GAL | MIN 18"<br>MAX 96" | 9.10 |
| AMI                           | <i>Achillea millefolium</i> | White Yarrow   | 3 GAL | MIN 18"<br>MAX 96" | 9.10 |
|                               |                             | SMM Grass Mix  |       |                    |      |

| USPM2 - UNDERSTORY SPRING MIX |                                                      |                             |       |                    |      |
|-------------------------------|------------------------------------------------------|-----------------------------|-------|--------------------|------|
| ERN                           | <i>Ericameria nauseosa</i> ssp. var. <i>speciosa</i> | Rubber Rabbitbush           | 5 GAL | MIN 18"<br>MAX 96" | 9.10 |
| PER                           | <i>Perovskia atriplicifolia</i>                      | Russian Sage                | 5 GAL | MIN 96"<br>MAX 96" | 9.10 |
| BGB                           | <i>Bouteloua gracilis</i> 'Blonde Ambition'          | Blonde Ambition Grama Grass | 3 GAL | MIN 18"<br>MAX 96" | 9.10 |
| LSA                           | <i>Leucanthemum x superbum</i> 'Alaska'              | Shasta Daisy                | 2 GAL | MIN 18"<br>MAX 96" | 9.10 |
| SMM Grass Mix                 |                                                      |                             |       |                    |      |

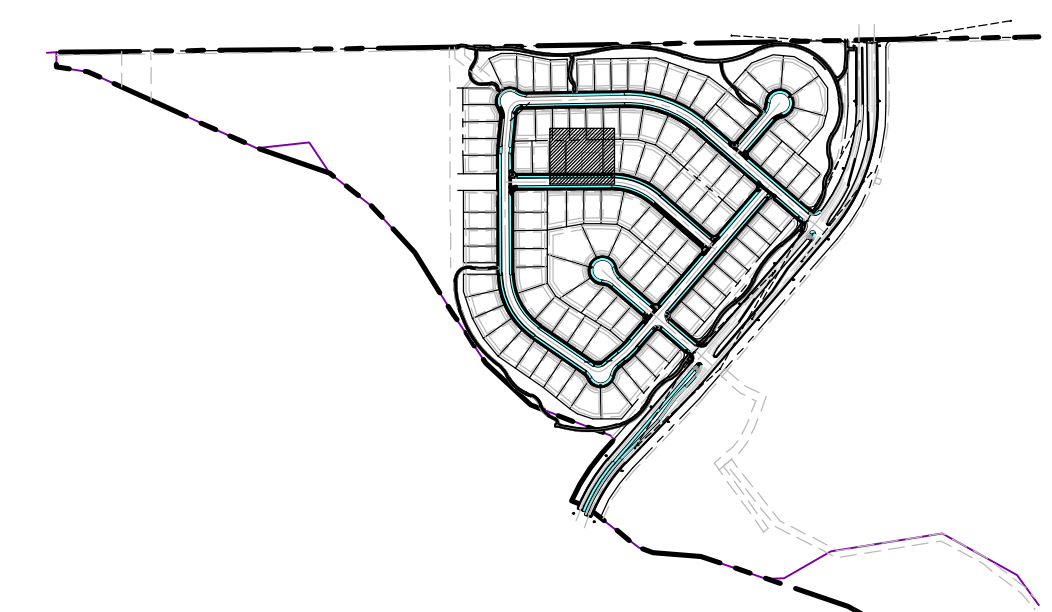
| SEED MIXES |                                                                                                                                                                                                                                    |                       |      |          |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|
| SMM        | Shortgrass Meadow Mix <i>(Includes: Western Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, Thick Spike Wheat Grass, Switchgrass, Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue)</i> | Shortgrass Meadow Mix | Seed | REF SPEC |
| GME        | Erosion Control Mix <i>(Includes: Western Wheat Grass, Sideoats Grama Grass, Annual Rye Grass)</i>                                                                                                                                 | Erosion Control Mix   | Seed | REF SPEC |
| TFF        | Turf Grass Mix <i>(Kentucky Blue Grass, Perennial Rye Grass, Creeping Red</i>                                                                                                                                                      | Turf Lawn Mix         | Seed | REF SPEC |

## PLANTING LEGEND

    USM6  
    UFM10  
    UWM13  
    USPM2

 TFF  
 SMM  
 GME

 WATER METER  
 SIGHT TRIANGLE



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**BAREFOOT LAKES - FILING NO. 4**  
**FINAL DEVELOPMENT PLAN**

**TOWN OF FIRESTONE**  
**WELD COUNTY**  
**STATE OF COLORADO**

## FIRESTONE INFORMATION BLOCK

## BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

PROJECT NUMBER: 5311

## PLANTING

SHEET NUMBER

# L4-08

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 29 of 58

SITE KEYNOTES:

| 9.0  | PLANTING AND LANDSCAPE     | DETAIL / SHEET | RELATED DETAILS |
|------|----------------------------|----------------|-----------------|
| 9.1  | Deciduous Tree             | 1 / L5-01      |                 |
| 9.2  | Deciduous Tree on slope    | 2 / L5-01      |                 |
| 9.3  | Evergreen Tree             | 1 / L5-02      |                 |
| 9.4  | Evergreen Tree on slope    | 2 / L5-02      |                 |
| 9.5  | Ornamental Tree Type 1     | 1 / L5-03      |                 |
| 9.6  | Ornamental Tree on slope   | 2 / L5-03      |                 |
| 9.7  | Deciduous Tree Guy Wire    | 3 / L5-03      |                 |
| 9.8  | Shrub Type 1               | 1 / L5-04      | 3 / L5-02       |
| 9.9  | Shrub Type 2 (slope)       | 2 / L5-04      | 3 / L5-02       |
| 9.10 | Perennials and Groundcover | 3 / L5-04      | 3 / L5-02       |
| 9.11 | Turf                       | 4 / L5-04      |                 |
| 9.12 | Steel Edging               | 5 / L5-04      |                 |
| 9.13 | Mulch                      | 6 / L5-04      |                 |

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 29 of 58

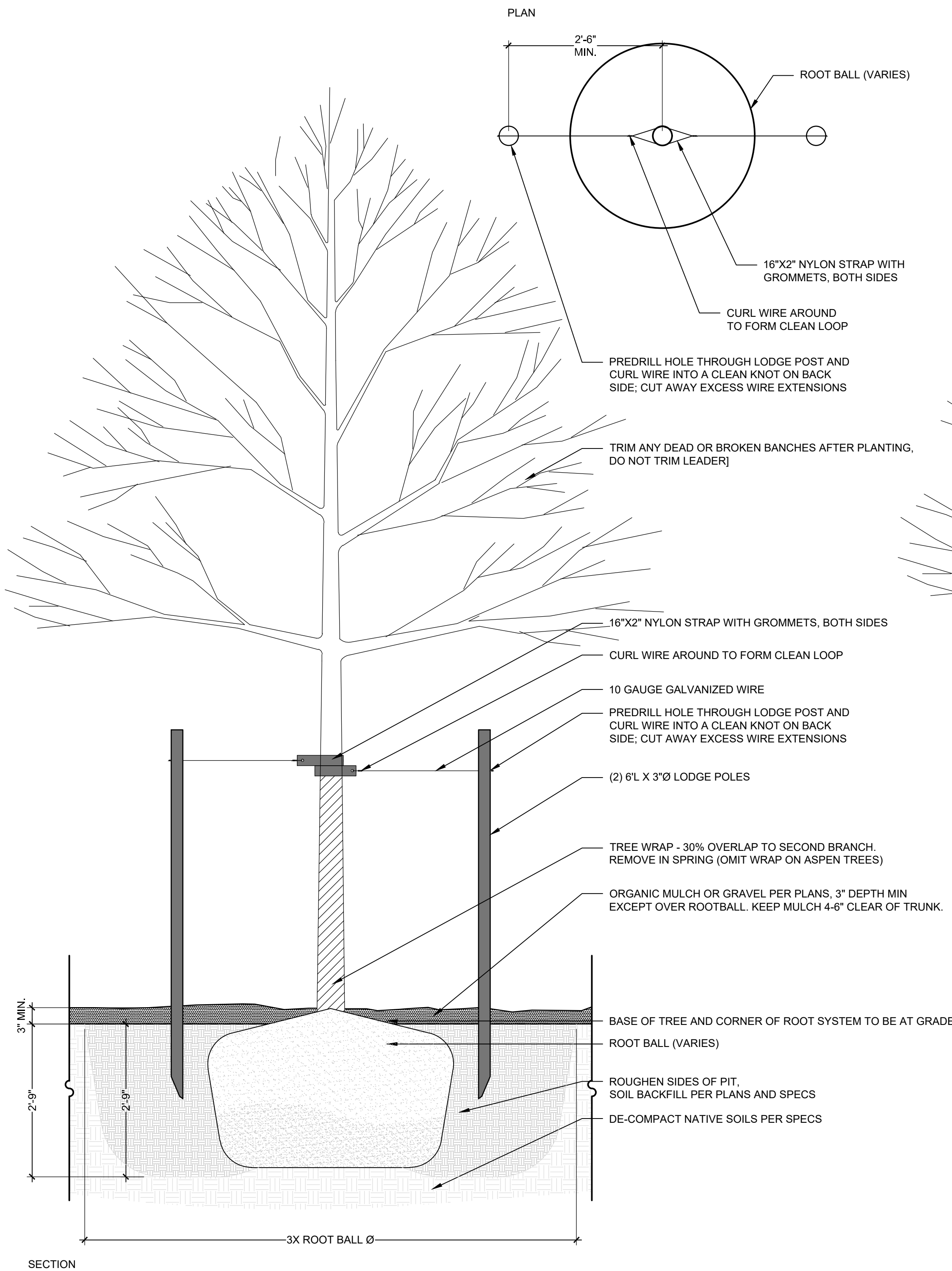
PROJECT NUMBER: 5311

PLANTING  
DETAILS

SHEET NUMBER

L5-01

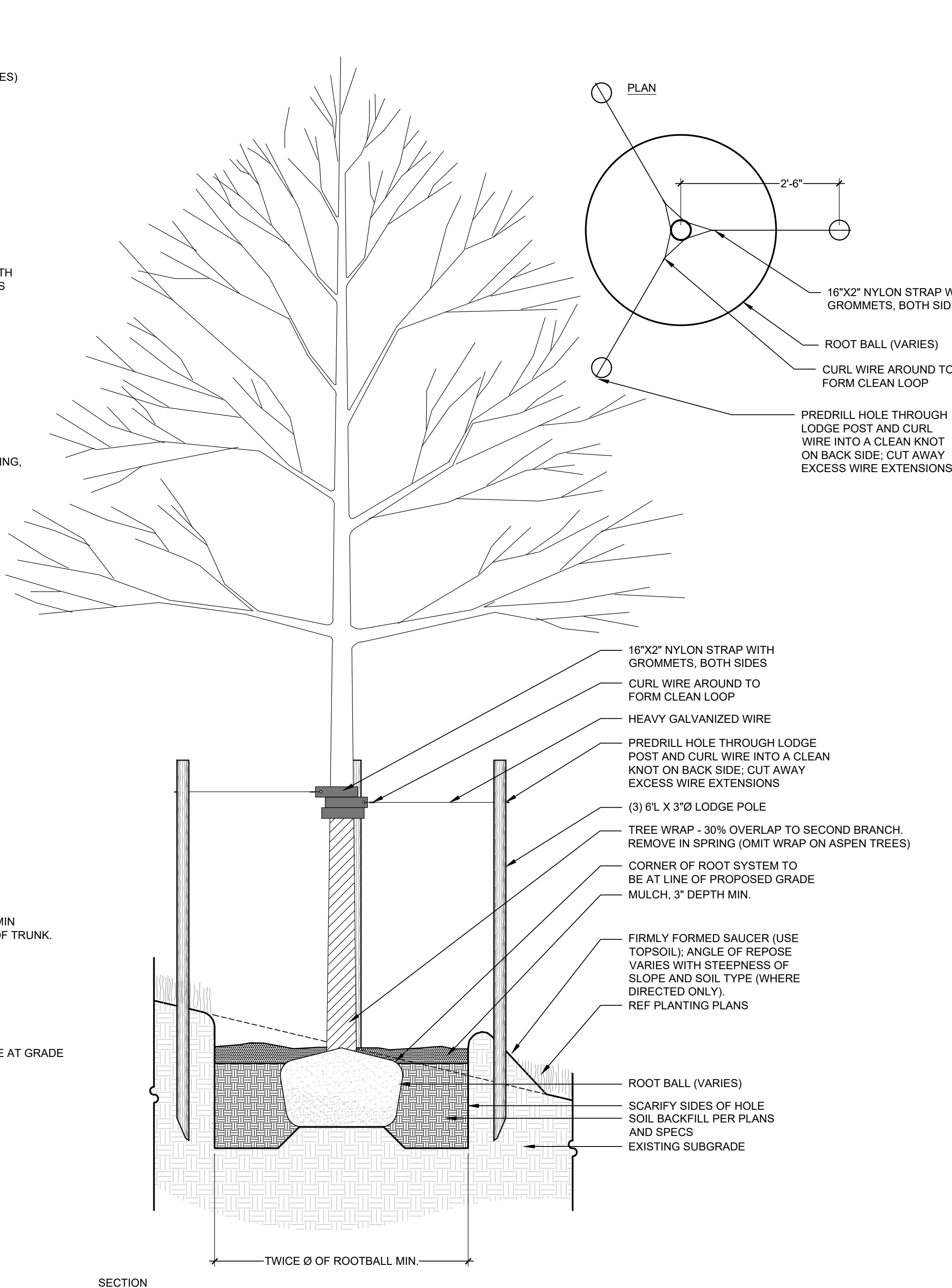
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1 DECIDUOUS TREE PLANTING

SCALE: 3/4" = 1'-0"

9.1



2 DECIDUOUS TREE PLANTING ON SLOPE

SCALE: 3/4" = 1'-0"

9.2



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 30 of 59

SITE KEYNOTES:

| 9.0  | PLANTING AND LANDSCAPE     | DETAIL / SHEET | RELATED DETAILS |
|------|----------------------------|----------------|-----------------|
| 9.1  | Deciduous Tree             | 1 / L5-01      |                 |
| 9.2  | Deciduous Tree on slope    | 2 / L5-01      |                 |
| 9.3  | Evergreen Tree             | 1 / L5-02      |                 |
| 9.4  | Evergreen Tree on slope    | 2 / L5-02      |                 |
| 9.5  | Ornamental Tree Type 1     | 1 / L5-03      |                 |
| 9.6  | Ornamental Tree on slope   | 2 / L5-03      |                 |
| 9.7  | Deciduous Tree Guy Wire    | 3 / L5-03      |                 |
| 9.8  | Shrub Type 1               | 1 / L5-04      | 3 / L5-02       |
| 9.9  | Shrub Type 2 (slope)       | 2 / L5-04      | 3 / L5-02       |
| 9.10 | Perennials and Groundcover | 3 / L5-04      | 3 / L5-02       |
| 9.11 | Turf                       | 4 / L5-04      |                 |
| 9.12 | Steel Edging               | 5 / L5-04      |                 |
| 9.13 | Mulch                      | 6 / L5-04      |                 |

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 30 of 59

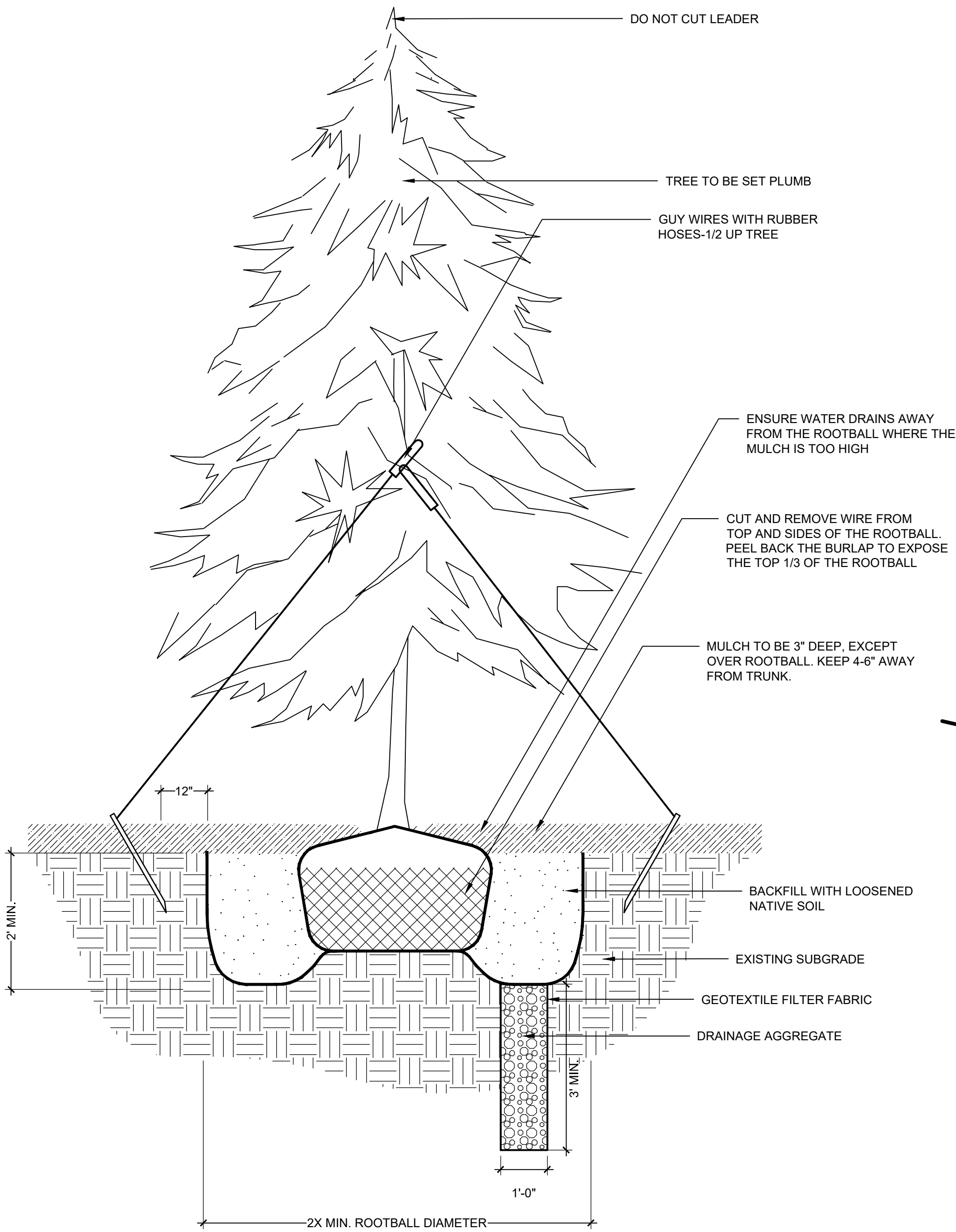
PROJECT NUMBER: 5311

PLANTING  
DETAILS

SHEET NUMBER

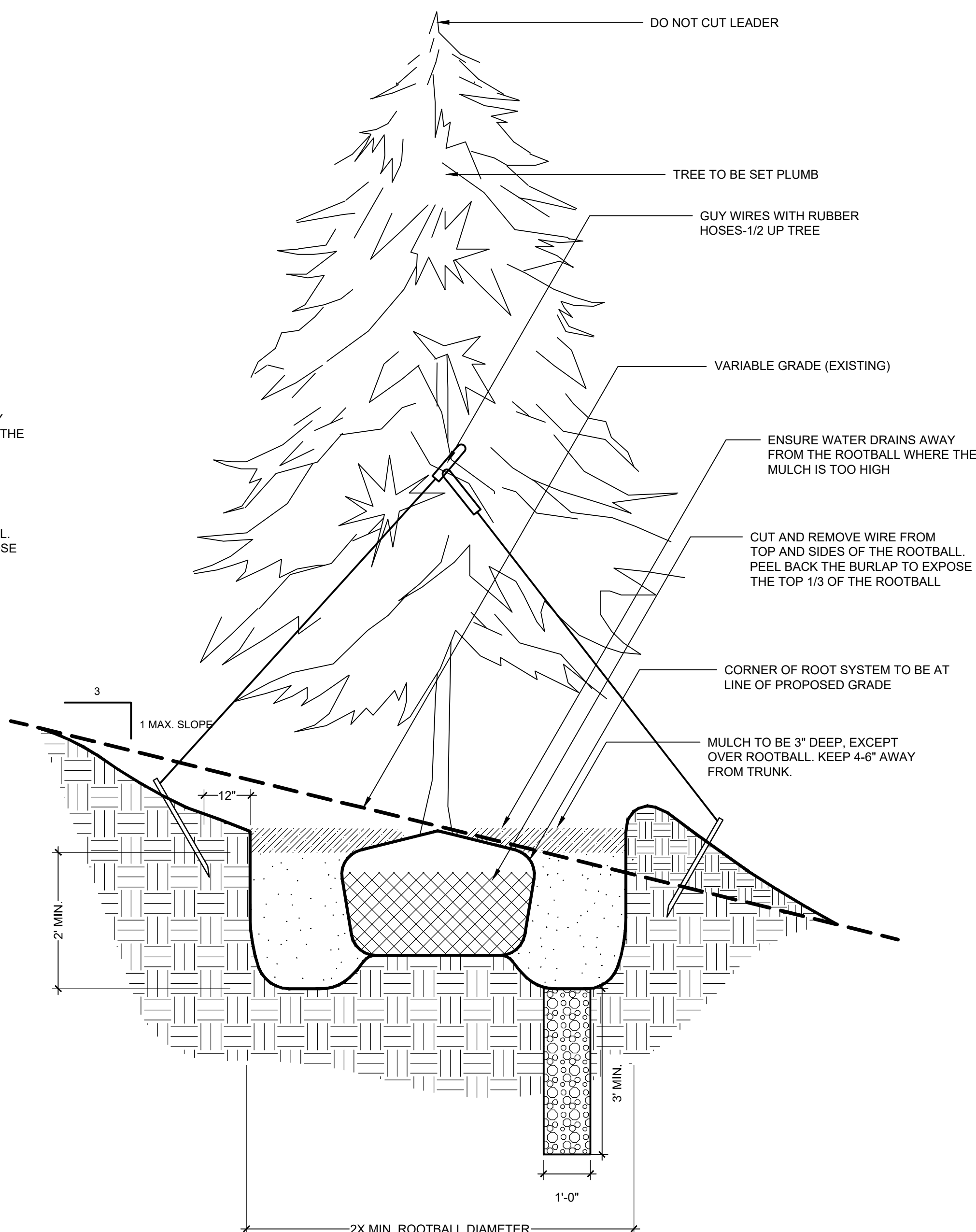
L5-02

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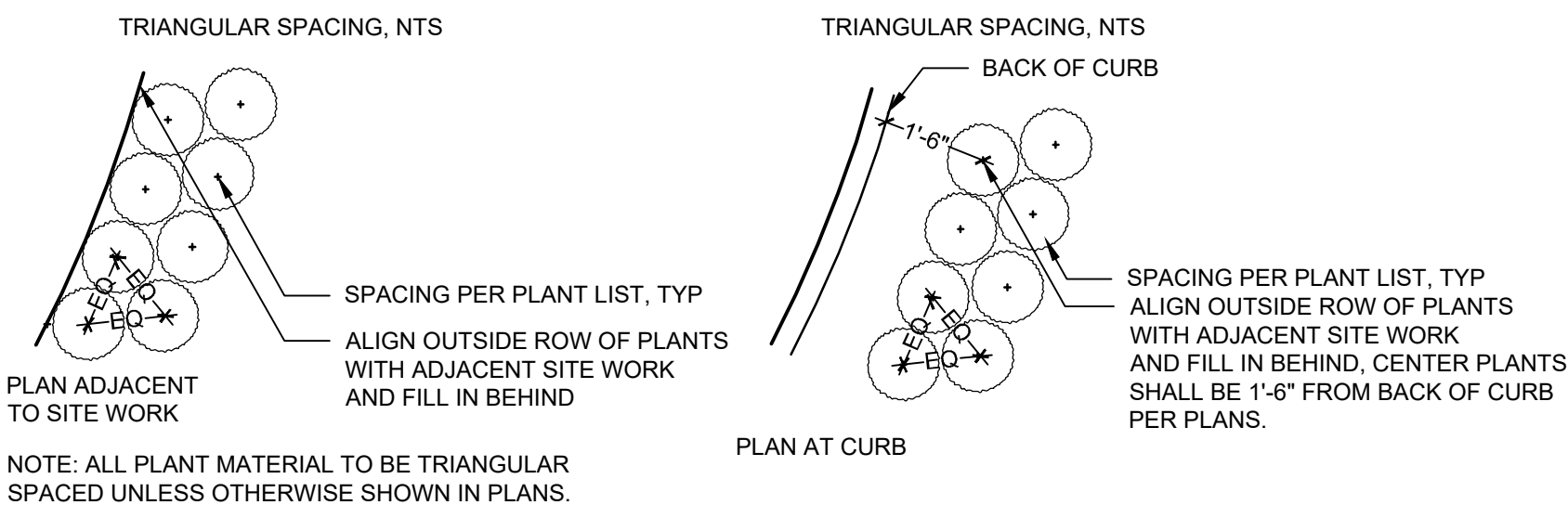
1 EVERGREEN TREE PLANTING

SCALE: 3/4" = 1'-0"



2 EVERGREEN TREE PLANTING ON SLOPE

SCALE: 3/4" = 1'-0"



3 SHRUB, PERENNIAL, GRASS AND GROUNDCOVER LAYOUT

NOT TO SCALE



**TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO**

## PROJECT NUMBER: 5311

## SHEET NUMBER

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| DETAIL / SHEET | RELATED DETAILS |
|----------------|-----------------|
|----------------|-----------------|

**1** ORNAMENT  
SCALE: 1/4" = 1'-0"

## 9.5

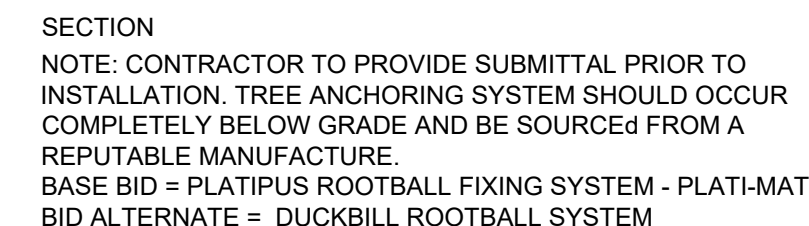
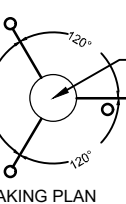
## 2 ORNAM

SCALE: 1/4" = 1'-0"

## 9.6

3 DECID  
SCALE: 1/4" = 1'-0"

## 9.7





**SITE KEYNOTES:**

| KEYNOTES:                     |                            | DETAIL / SHEET | RELATED DETAILS |
|-------------------------------|----------------------------|----------------|-----------------|
| <b>PLANTING AND LANDSCAPE</b> |                            |                |                 |
| 9.1                           | Deciduous Tree             | 1 / L5-01      |                 |
| 9.2                           | Deciduous Tree on slope    | 2 / L5-01      |                 |
| 9.3                           | Evergreen Tree             | 1 / L5-02      |                 |
| 9.4                           | Evergreen Tree on slope    | 2 / L5-02      |                 |
| 9.5                           | Ornamental Tree Type 1     | 1 / L5-03      |                 |
| 9.6                           | Ornamental Tree on slope   | 2 / L5-03      |                 |
| 9.7                           | Deciduous Tree Guy Wire    | 3 / L5-03      |                 |
| 9.8                           | Shrub Type 1               | 1 / L5-04      | 3 / L5-02       |
| 9.9                           | Shrub Type 2 (slope)       | 2 / L5-04      | 3 / L5-02       |
| 9.10                          | Perennials and Groundcover | 3 / L5-04      | 3 / L5-02       |
| 9.11                          | Turf                       | 4 / L5-04      |                 |
| 9.12                          | Steel Edging               | 5 / L5-04      |                 |
| 9.13                          | Mulch                      | 6 / L5-04      |                 |

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**BAREFOOT LAKES - FILING NO. 4**  
**FINAL DEVELOPMENT PLAN**

**TOWN OF FIRESTONE**  
**WELD COUNTY**  
**STATE OF COLORADO**

## FIRESTONE INFORMATION BLOCK

## BAREFOOT LAKES

|                      |                                |
|----------------------|--------------------------------|
| Name of application: | Barefoot Lakes<br>Filing No. 4 |
| Type of Submittal:   | FDP                            |
| Filing #:            | 4                              |
| Phase #:             |                                |
| First Submittal:     | 12.21.2018                     |
| Revision 1:          | 03.14.2019                     |
| Revision 2:          | 06.10.2019                     |
| Revision 3:          |                                |

Sheet 32 of 59

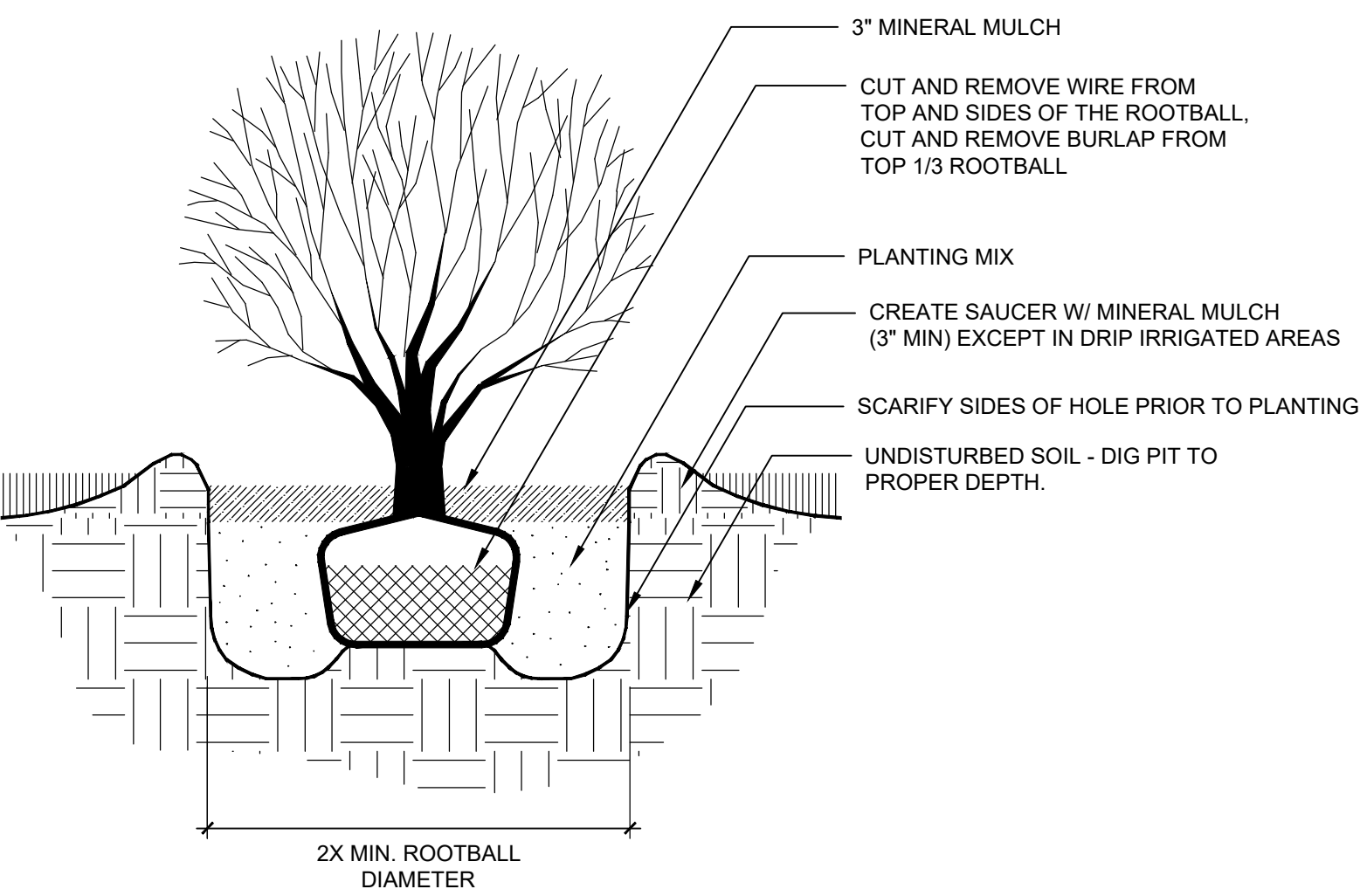
PROJECT NUMBER: 5311

## PLANTING DETAILS

SHEET NUMBER

# L5-04

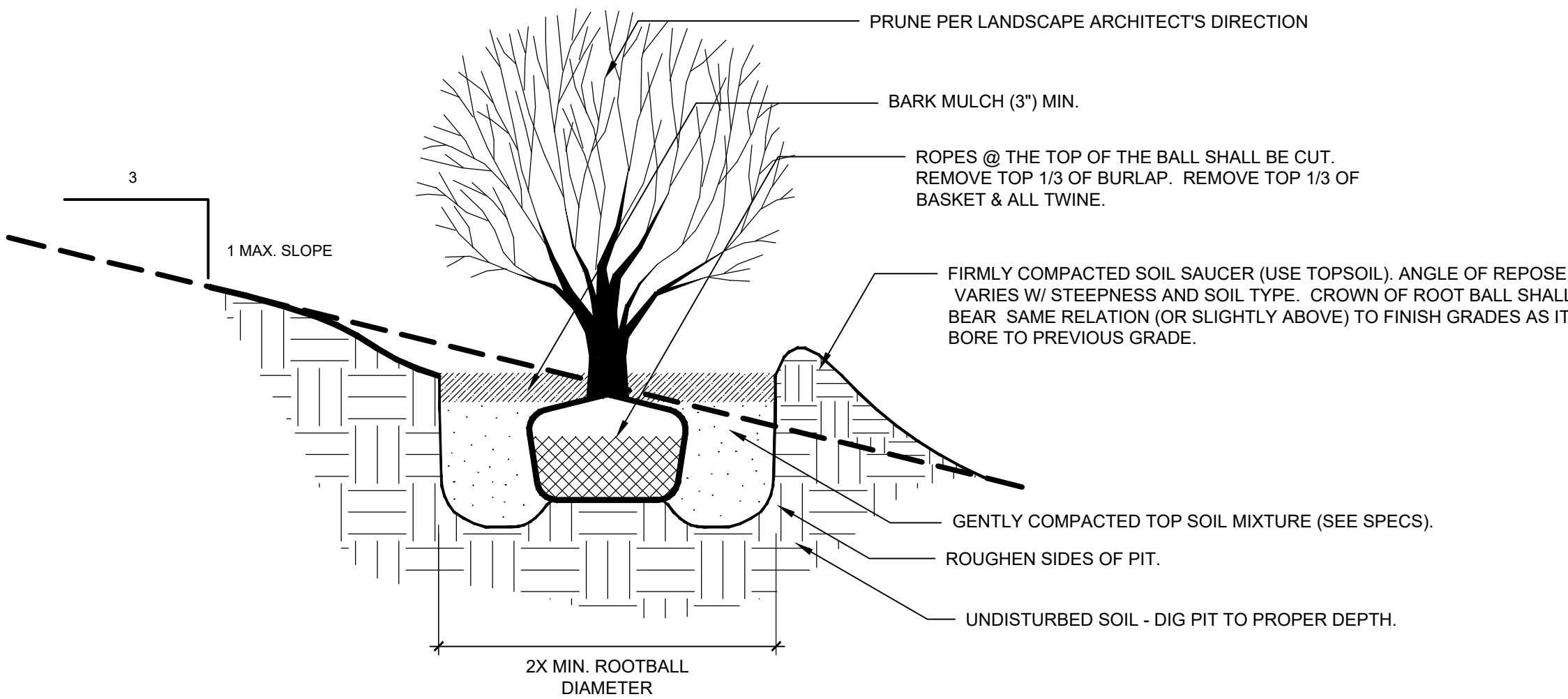
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# 1 SHRUB PLANTING

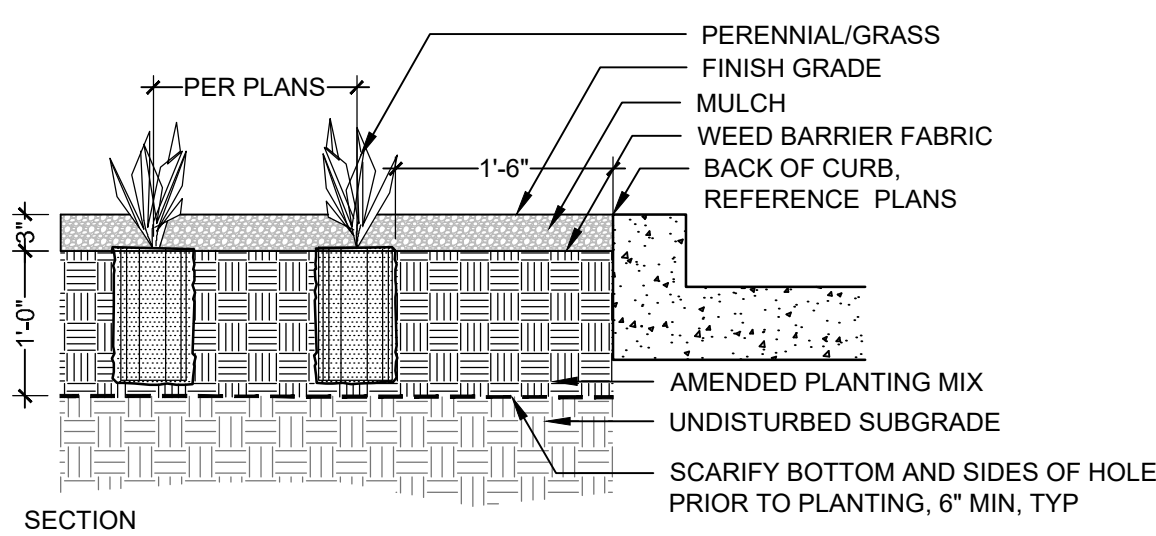
SCALE: 3/4" = 1'-0"

CALE:  $3/4" = 1'-0"$



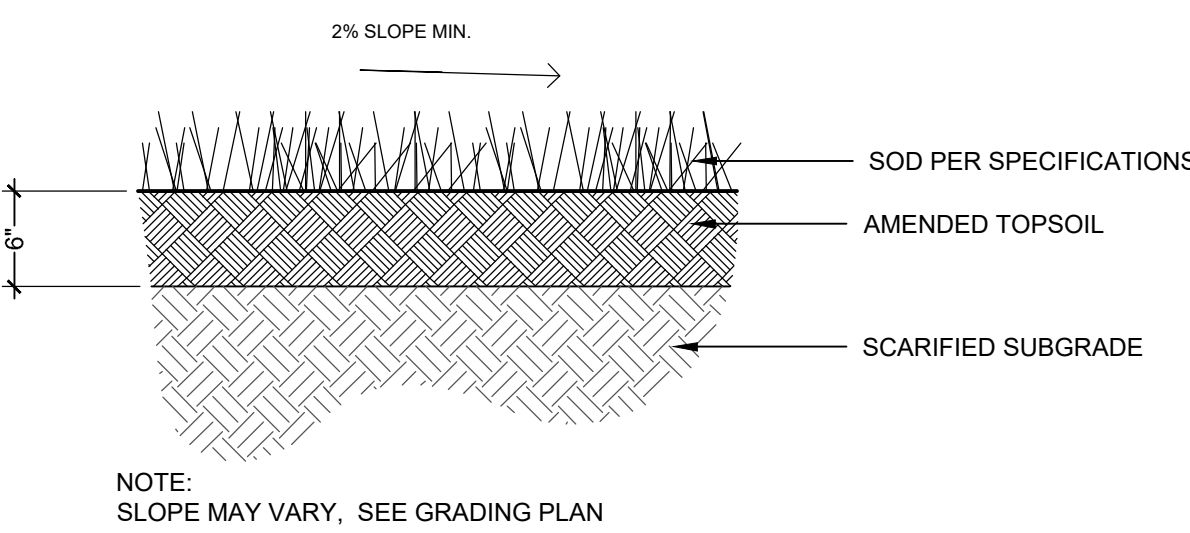
## 2 SHRUB PLANTING SLOPE

SCALE: 3/4" = 1'-0"



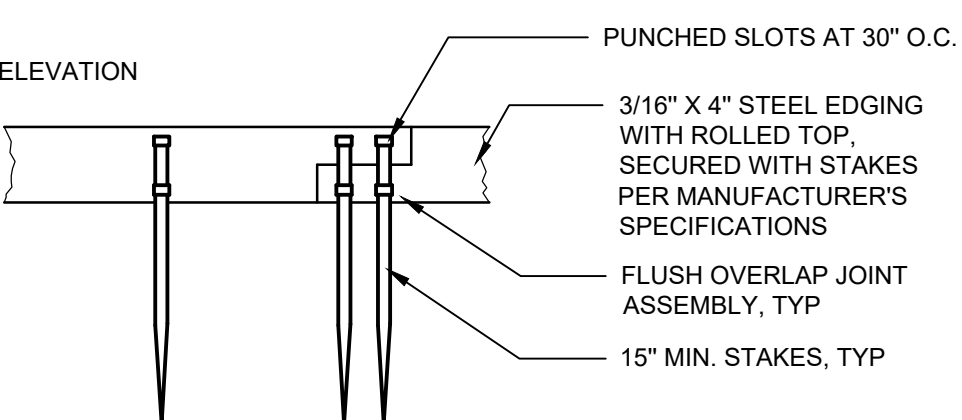
### 3 PERENNIAL/GROUNDCOVER PLANTING

CALE:  $3/4" = 1'-0"$



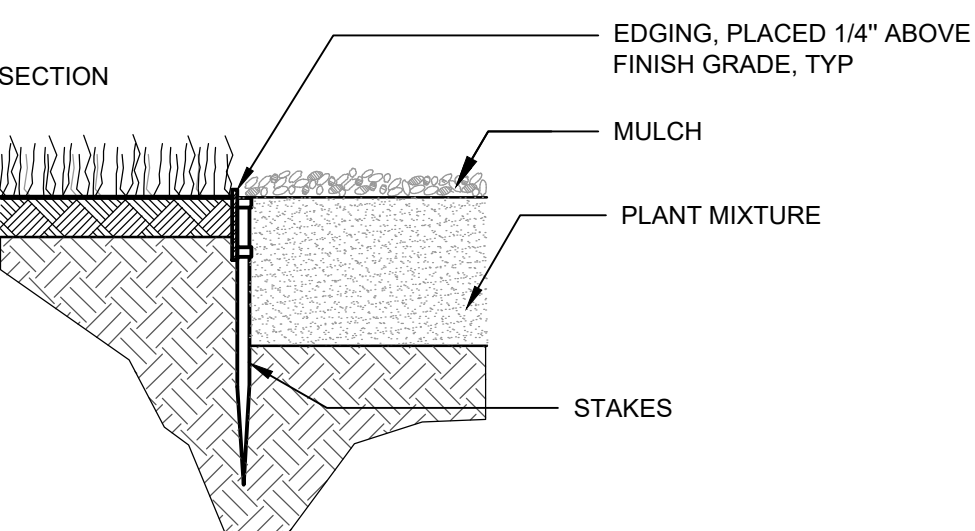
## 4 TURF PLANTING

SCALE: 3/4" = 1'-0"



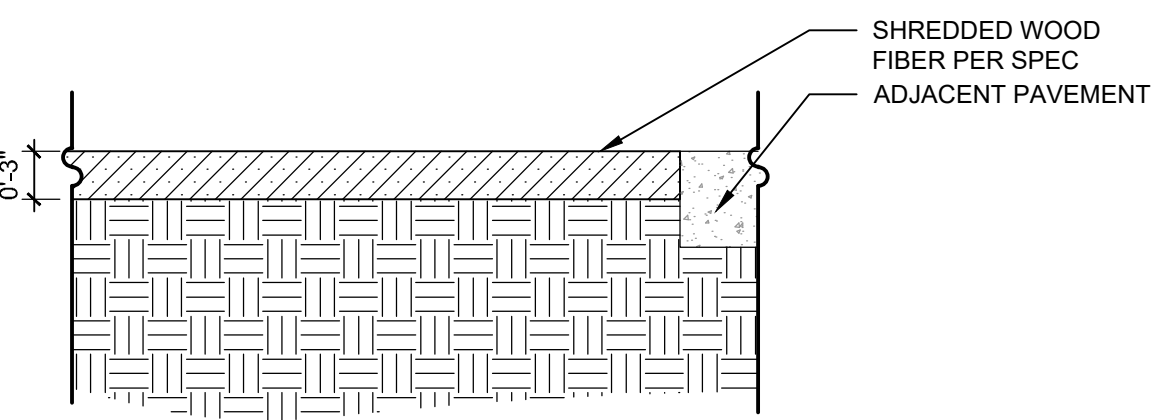
## 5 STEEL EDGER

CALE:  $3/4" = 1'-0"$



## 6 MULCH

SCALE: 3/4" = 1'-0"



**9.1**



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet \_\_\_\_ of 59

SITE KEYNOTES:

| 9.0  | PLANTING AND LANDSCAPE     | DETAIL / SHEET | RELATED DETAILS |
|------|----------------------------|----------------|-----------------|
| 9.1  | Deciduous Tree             | 1 / L5-01      |                 |
| 9.2  | Deciduous Tree on slope    | 2 / L5-01      |                 |
| 9.3  | Evergreen Tree             | 1 / L5-02      |                 |
| 9.4  | Evergreen Tree on slope    | 2 / L5-02      |                 |
| 9.5  | Ornamental Tree Type 1     | 1 / L5-03      |                 |
| 9.6  | Ornamental Tree on slope   | 2 / L5-03      |                 |
| 9.7  | Deciduous Tree Guy Wire    | 3 / L5-03      |                 |
| 9.8  | Shrub Type 1               | 1 / L5-04      | 3 / L5-02       |
| 9.9  | Shrub Type 2 (slope)       | 2 / L5-04      | 3 / L5-02       |
| 9.10 | Perennials and Groundcover | 3 / L5-04      | 3 / L5-02       |
| 9.11 | Turf                       | 4 / L5-04      |                 |
| 9.12 | Steel Edging               | 5 / L5-04      |                 |
| 9.13 | Mulch                      | 6 / L5-04      |                 |

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet \_\_\_\_ of 59

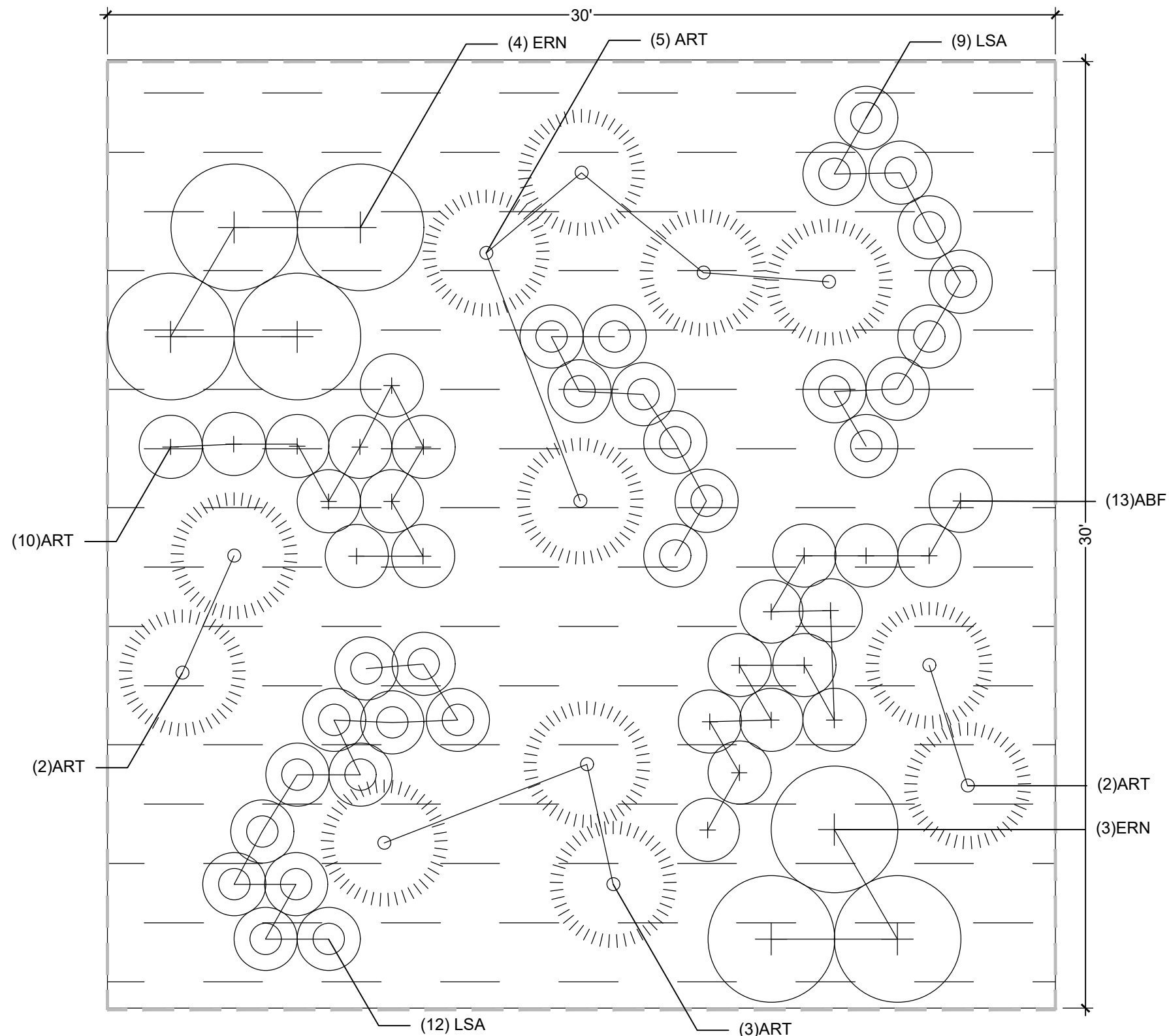
PROJECT NUMBER: 5311

PLANTING  
DETAILS

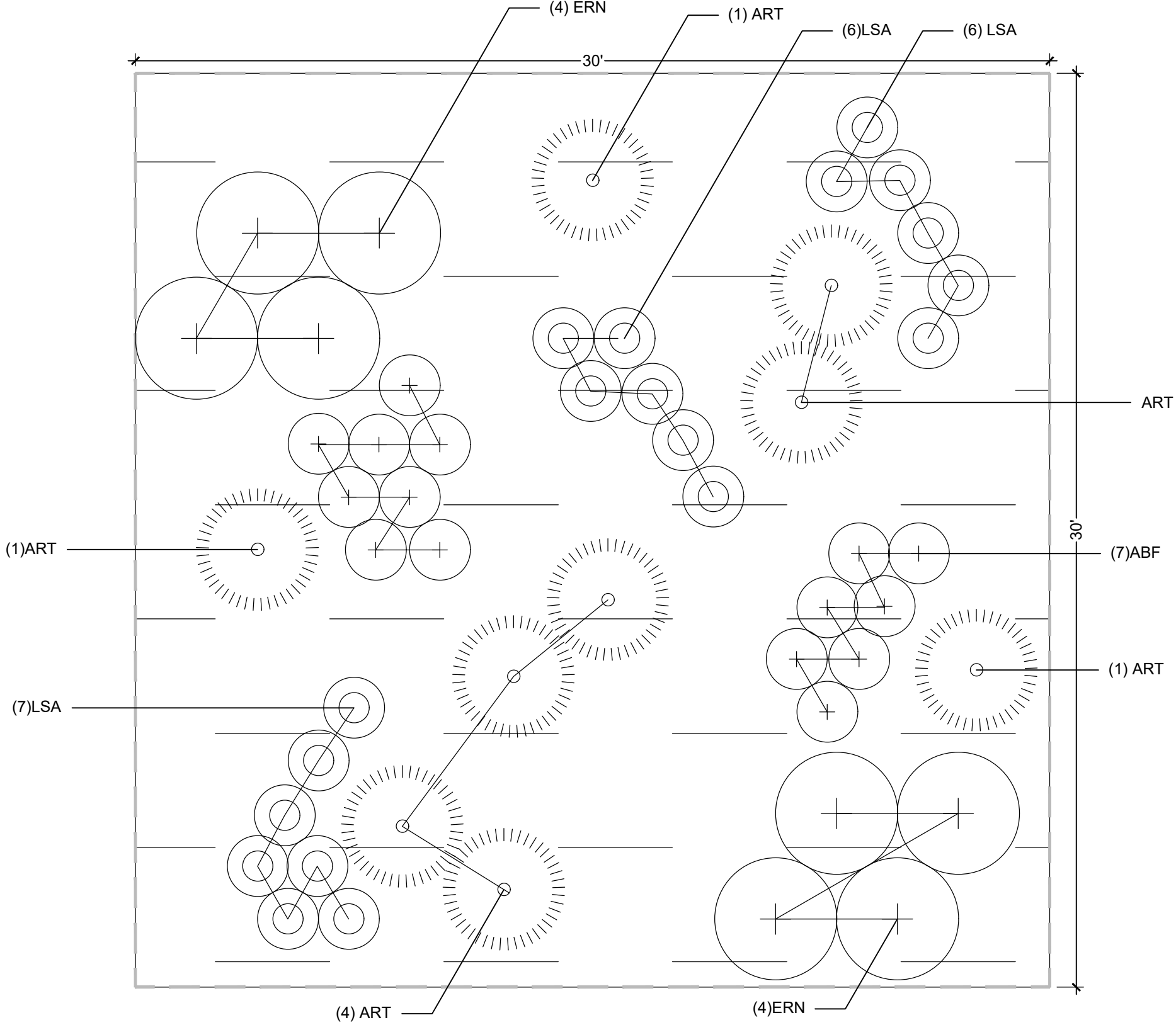
SHEET NUMBER

L5-05

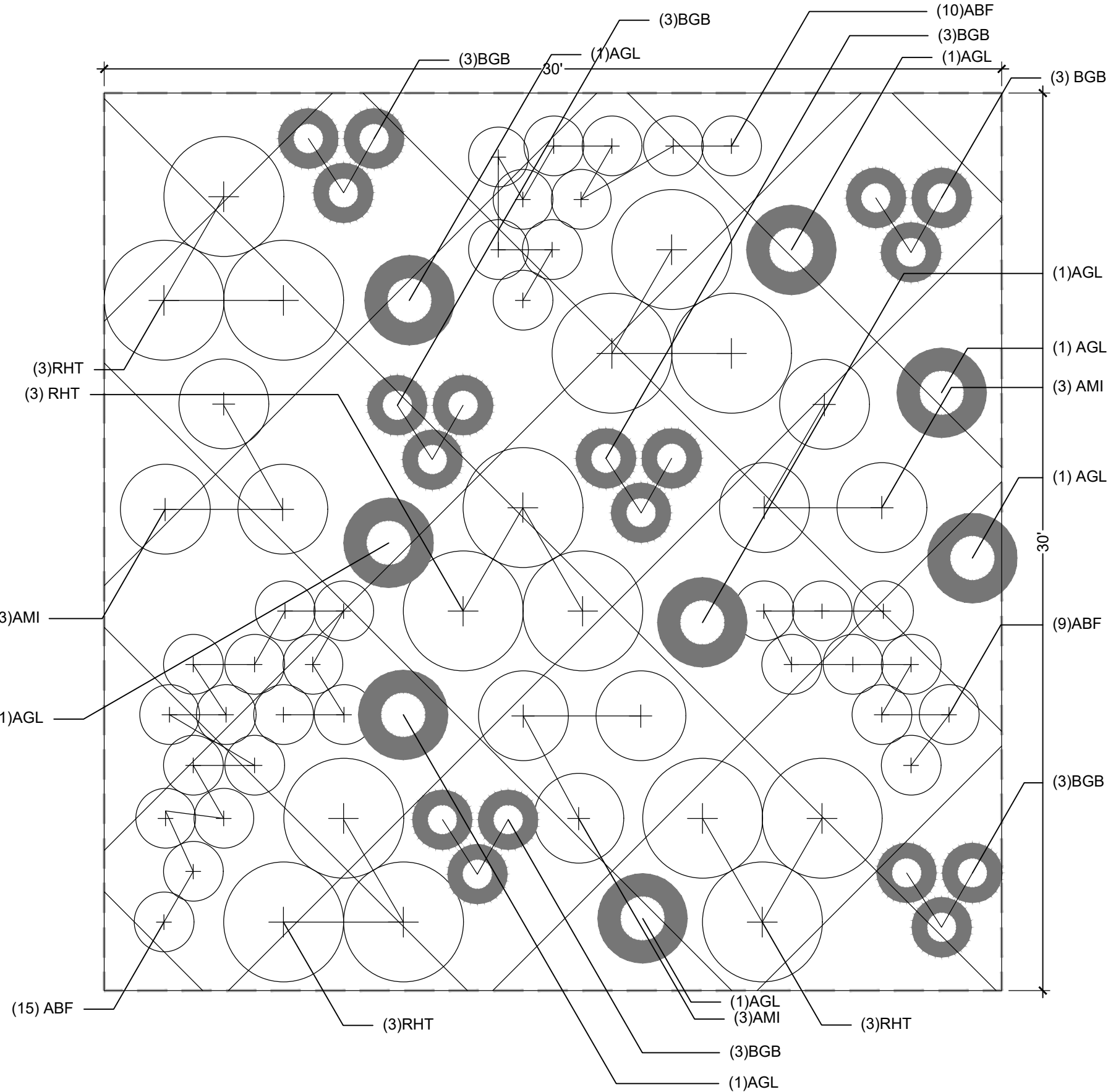
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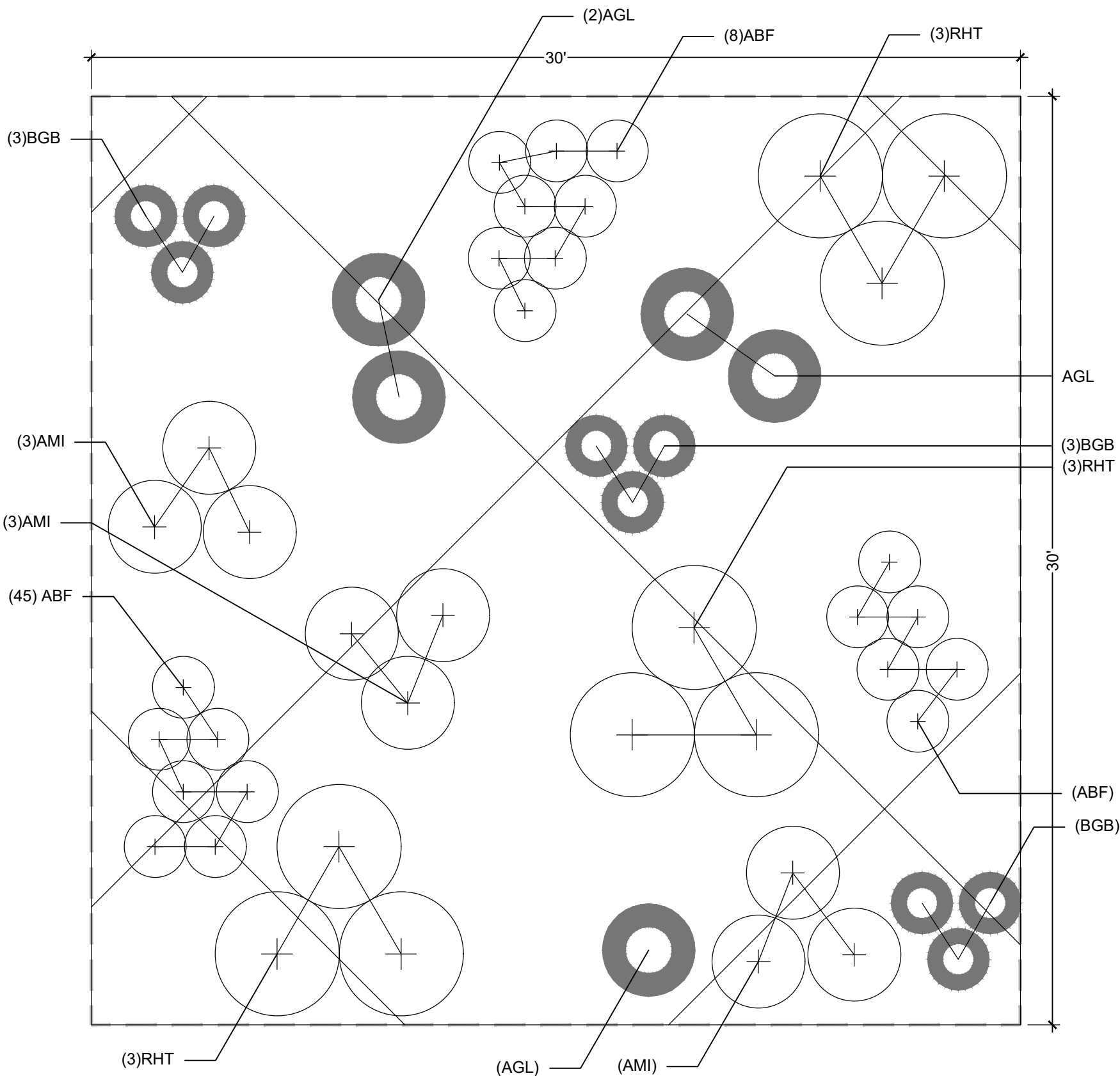
1 USM6 - A  
1/4" = 1'-0"



2 USM6-B  
1/4" = 1'-0"



3 UFM10 - A  
1/4" = 1'-0"



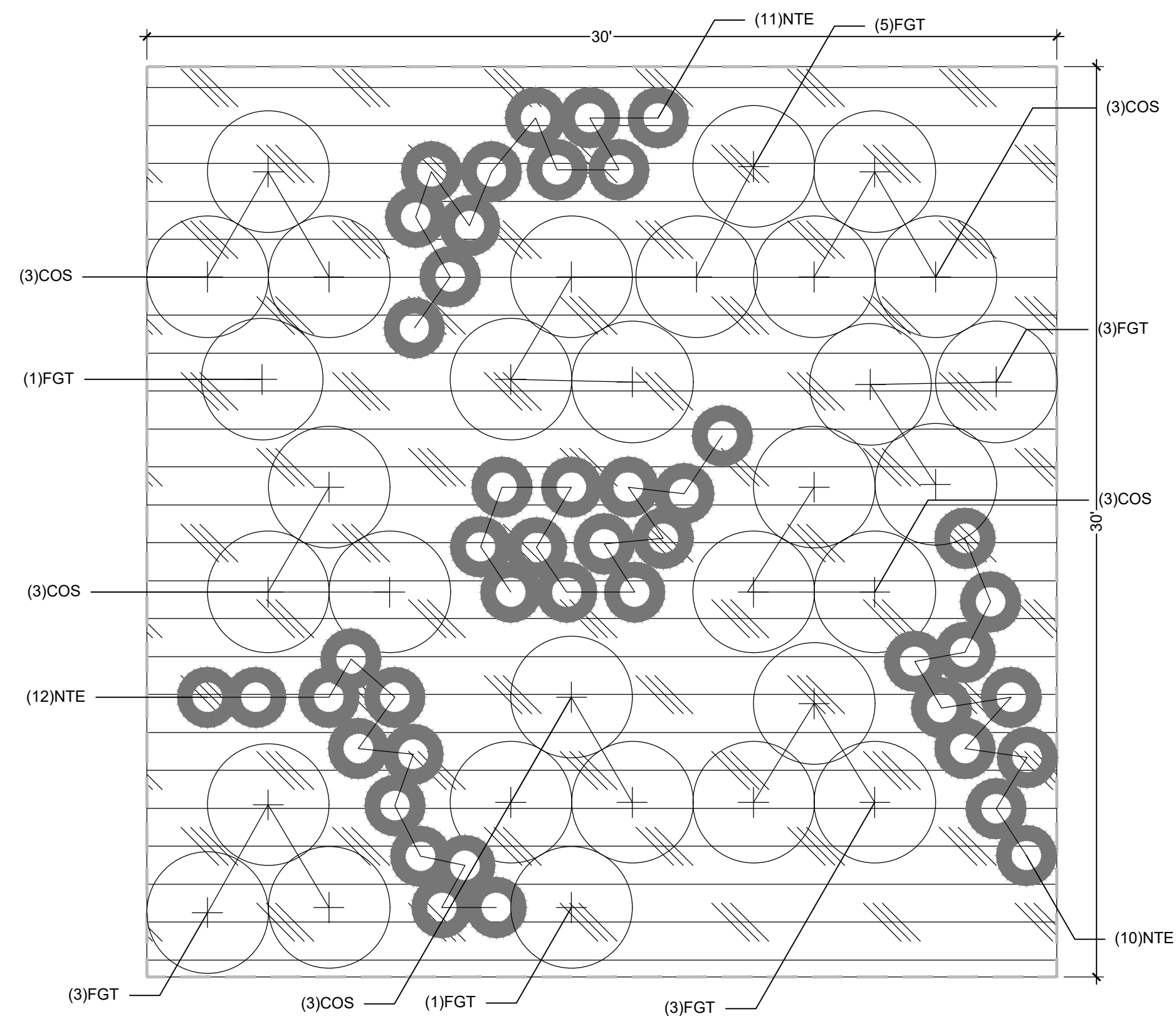
4 UFM10-B  
1/4" = 1'-0"



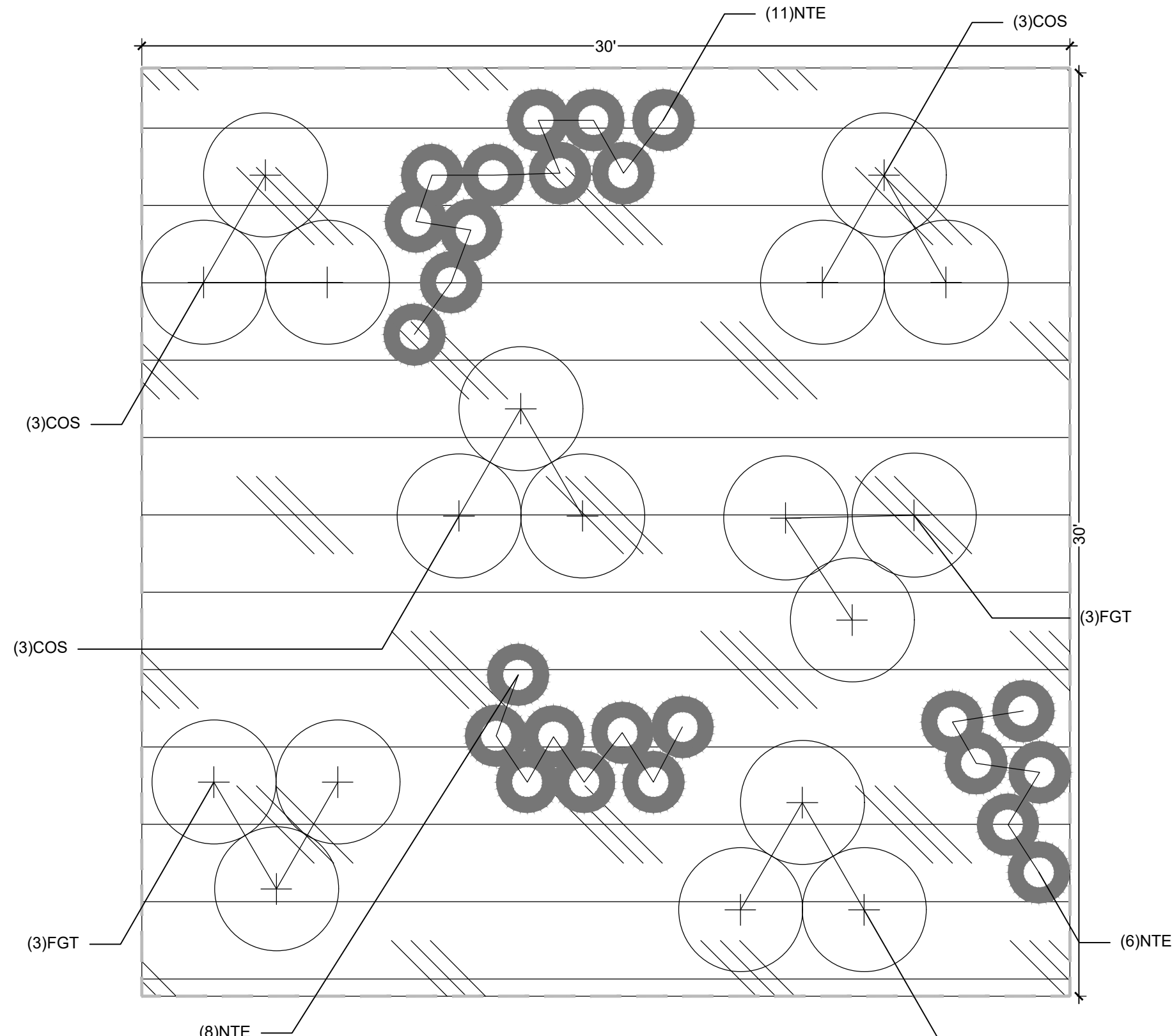
Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
PLANTING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet \_\_\_\_ of 59

**SITE KEYNOTES:**

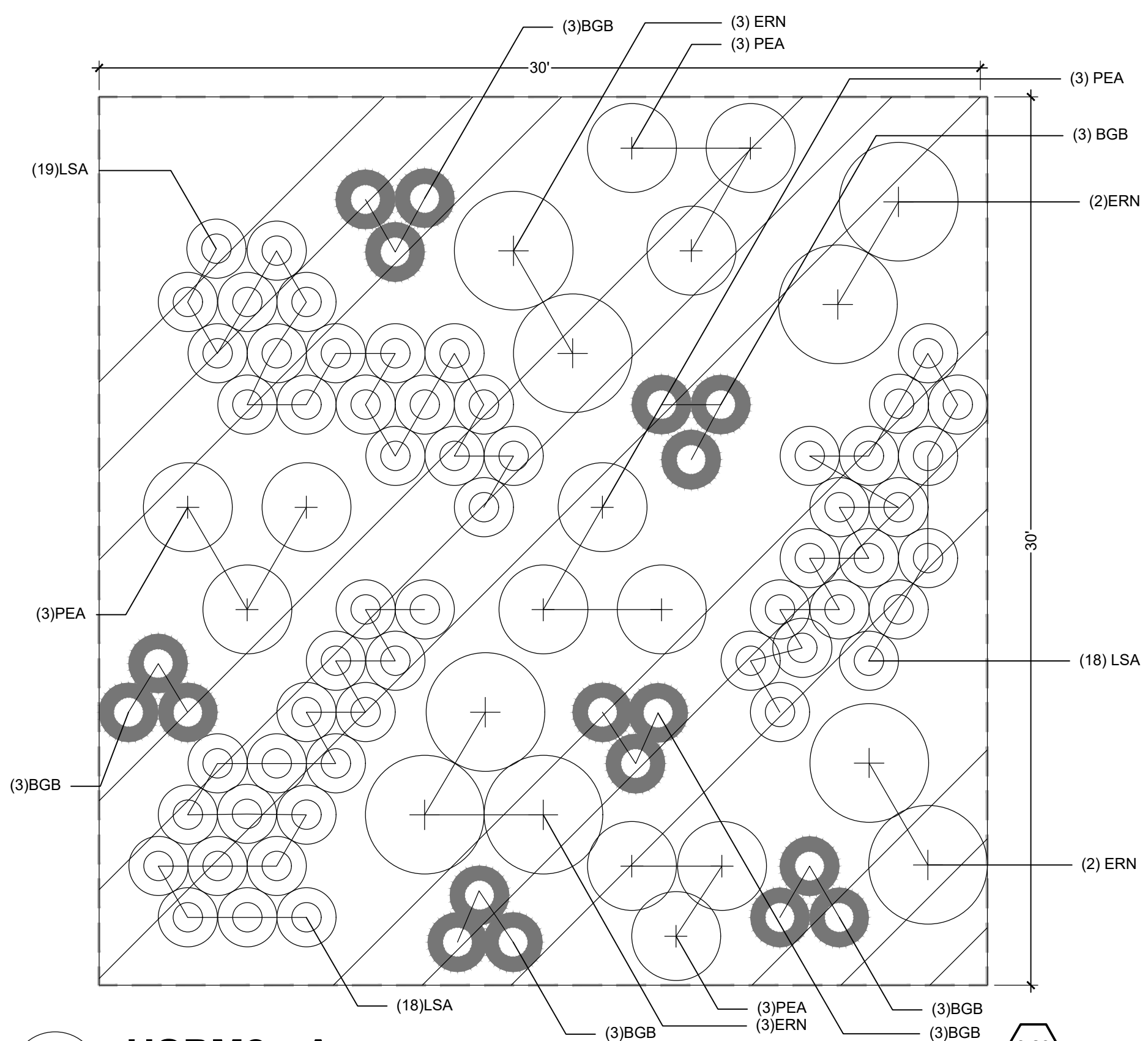
| THE KEYNOTES:                 |                            | DETAIL / SHEET | RELATED DETAILS |
|-------------------------------|----------------------------|----------------|-----------------|
| <b>PLANTING AND LANDSCAPE</b> |                            |                |                 |
| 9.1                           | Deciduous Tree             | 1 / L5-01      |                 |
| 9.2                           | Deciduous Tree on slope    | 2 / L5-01      |                 |
| 9.3                           | Evergreen Tree             | 1 / L5-02      |                 |
| 9.4                           | Evergreen Tree on slope    | 2 / L5-02      |                 |
| 9.5                           | Ornamental Tree Type 1     | 1 / L5-03      |                 |
| 9.6                           | Ornamental Tree on slope   | 2 / L5-03      |                 |
| 9.7                           | Deciduous Tree Guy Wire    | 3 / L5-03      |                 |
| 9.8                           | Shrub Type 1               | 1 / L5-04      | 3 / L5-02       |
| 9.9                           | Shrub Type 2 (slope)       | 2 / L5-04      | 3 / L5-02       |
| 9.10                          | Perennials and Groundcover | 3 / L5-04      | 3 / L5-02       |
| 9.11                          | Turf                       | 4 / L5-04      |                 |
| 9.12                          | Steel Edging               | 5 / L5-04      |                 |
| 9.13                          | Mulch                      | 6 / L5-04      |                 |



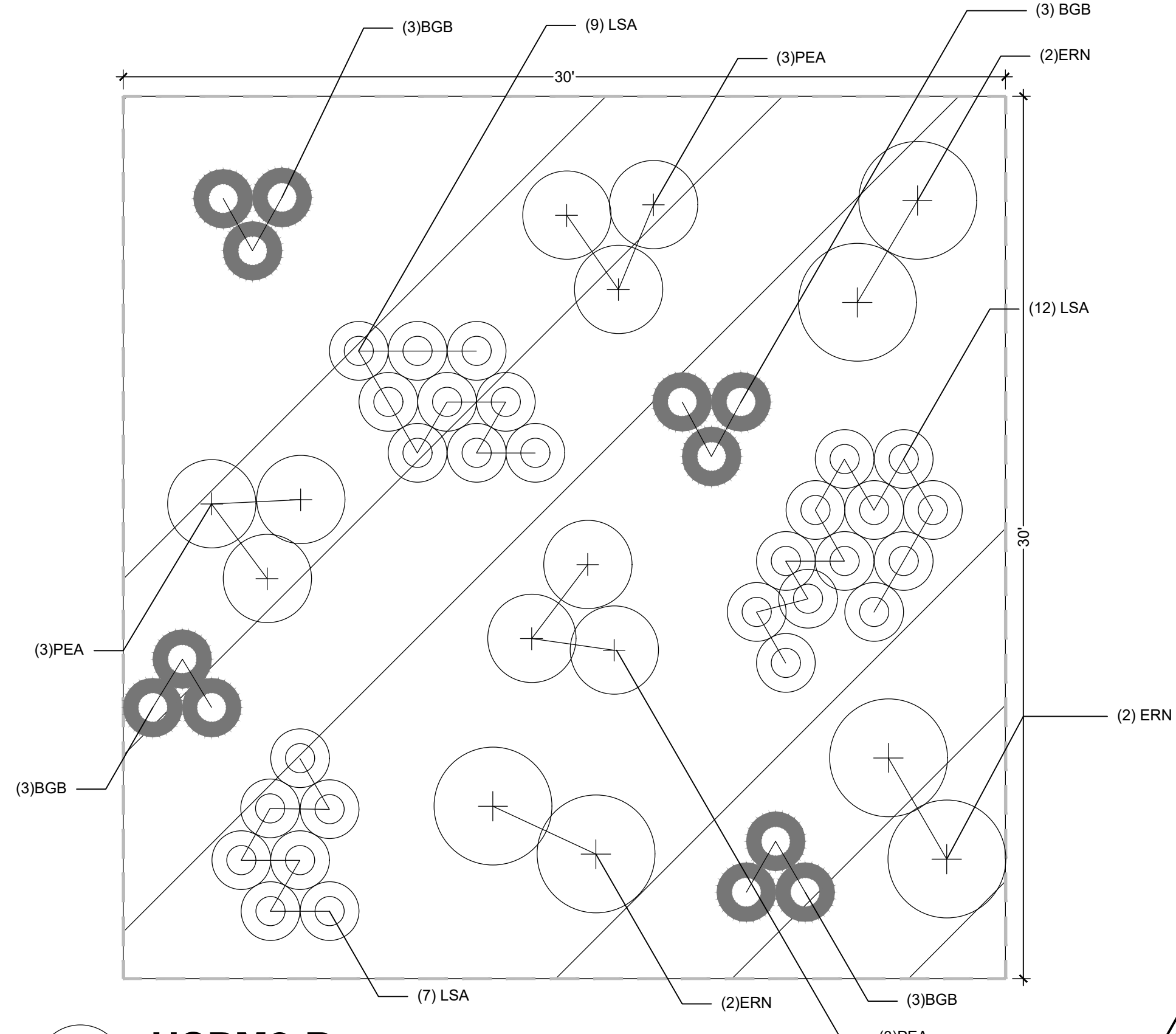
1 UWM13 - A 1/4"=1'-0" 9.18



**2** **UFM13-B** 9.15  
1/4"=1'-0"



**3 USPM2 - A**  
1/4" = 1'



4 USPM2-B (3)PEA 9.2

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**BAREFOOT LAKES - FILING NO. 4**  
**FINAL DEVELOPMENT PLAN**

**TOWN OF FIRESTONE**  
**WELD COUNTY**  
**STATE OF COLORADO**

## FIRESTONE INFORMATION BLOCK

## BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet \_\_\_\_ of 59

PROJECT NUMBER: 5311

## PLANTING DETAILS

SHEET NUMBER

**L5-06**

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NOTES:  
MANUFACTURER: STREETLIFE  
PRODUCT: STANDARD PICNIC SET  
MATERIAL: CUMARU HARDWOOD TOP, GALVANIZED STEEL BASE  
FINISH: NATURAL  
COLOR: NATURAL



## 1 PICNIC TABLE AND BENCH

NOT TO SCALE

NOTES:  
MANUFACTURER: MMCITE  
PRODUCT: VERA BACKED BENCH  
MATERIAL: STEEL  
FINISH: POWDERCOAT  
COLOR: SILVER  
SIZE: 70"L X 27"W



## 2 BACKED BENCH

NOT TO SCALE

NOTES:  
MANUFACTURER: MMCITE  
PRODUCT: PRAX LITTER BIN  
MATERIAL: STEEL  
FINISH: POWDERCOAT  
COLOR: SILVER  
SIZE: 36"T X 30"W



## 3 TRASH RECEPTACLE

NOT TO SCALE

NOTES:  
MANUFACTURER: DUMOR OR EQUAL  
PRODUCT: PARK GRILL 21  
MATERIAL: STEEL  
FINISH: HEAT RESISTANT ENAMEL  
COLOR: BLACK  
SIZE: 33"T X 20"L X 15"W



## 4 GRILLS

NOT TO SCALE



Dark Bronze (DB)

NOTES:  
BASIS-OF-DESIGN PRODUCT:  
• MANUFACTURER: AF FLORENCE MANUFACTURING  
• MODEL: VITAL CLUSTER BOX UNITS  
• COLOR: DARK BRONZE

PROVIDE ADEQUATE NUMBER OF MAILBOXES PER USPS REQUIREMENTS. MAILBOX UNITS TO BE BASIS-OF-DESIGN PRODUCT DESCRIBED ABOVE (OR AN APPROVED EQUAL) TO MATCH FILING NO. 1, 2 AND 3.

PROVIDE CONCRETE PAD PER MANUFACTURERS INSTRUCTIONS TO ANCHOR THE MAILBOXES. CONCRETE PADS TO BE LOCATED IN THE TREE LAWNS WHERE INDICATED, WITH CONCRETE PAD EXTENDING FULLY FROM TOP BACK OF CURB TO EDGE OF SIDEWALK, AND EXTENDING 2 FEET BEYOND SIDES OF MAILBOX UNITS. ORIENT MAILBOXES TO FACE THE SIDEWALK AND INSTALL PER MANUFACTURER'S INSTRUCTIONS.



## 5 MAILBOXES

NOT TO SCALE

| SITE KEYNOTES:                                                   |                                 |  | DETAIL / SHEET |
|------------------------------------------------------------------|---------------------------------|--|----------------|
| 1.0                                                              | PAVEMENTS, RAMPS, CURBS         |  |                |
| 1.1                                                              | Concrete Type 1                 |  | 1 / L3-01      |
| 1.2                                                              | Crushed Aggregate               |  | 2 / L3-01      |
| 1.3                                                              | Concrete Steppers               |  | 7 / L3-01      |
| 1.4                                                              | Landscape Curb                  |  | 8 / L3-01      |
| 1.5                                                              | Reserved                        |  | 5 / L0-01      |
| 2.0                                                              | JOINTING                        |  |                |
| 2.1                                                              | Control Joint                   |  | 3 / L3-01      |
| 2.2                                                              | Expansion Joint                 |  | 4 / L3-01      |
| 2.3                                                              | Planted Joint                   |  | 5 / L3-01      |
| 2.4                                                              | Cold Joint                      |  | 6 / L3-01      |
| 3.0                                                              | STEPS                           |  |                |
| Not Used At This Time                                            |                                 |  |                |
| 4.0                                                              | SITE WALLS/ EMBANKMENTS         |  |                |
| 4.1                                                              | CIP Wall Type 1 (Seatwall)      |  | 1 / L2-02      |
| 4.2                                                              | CIP Wall Type 2 (Grills)        |  | 1 / L3-01      |
| 4.3                                                              | Gabion Wall                     |  | 9 / L3-01      |
| 5.0                                                              | SITE FURNITURE                  |  |                |
| 5.1                                                              | Picnic Table                    |  | 1 / L3-04      |
| 5.2                                                              | Bench                           |  | 2 / L3-02      |
| 5.3                                                              | Trash Receptacle                |  | 2 / L3-04      |
| 5.4                                                              | Game Piece Type 1 (Ladder Golf) |  | 4 / L3-04      |
| 5.5                                                              | Game Piece Type 2 (Kan Jam)     |  | 5 / L3-04      |
| 5.6                                                              | Game Piece Type 3 (Cornhole)    |  | 3 / L3-04      |
| 5.7                                                              | Game Piece Type 4 (Washer Pits) |  | 6 / L3-04      |
| 6.0                                                              | RAILINGS, BARRIERS, FENCING     |  |                |
| Not Used At This Time                                            |                                 |  |                |
| 7.0                                                              | SITE LIGHTING                   |  |                |
| Not Used At This Time                                            |                                 |  |                |
| 8.0                                                              | DRAINAGE                        |  |                |
| 8.1                                                              | Drain Pipe                      |  | 0 / L0-01      |
| 8.2                                                              | Dry Well                        |  | 0 / L0-01      |
| 9.0                                                              | PLANTING AND LANDSCAPE          |  |                |
| Refer to Tree Planting and Shrub and Groundcover Series Drawings |                                 |  |                |
| 10.0                                                             | MISCELLANEOUS ELEMENTS          |  |                |
| 10.1                                                             | Marker at Gas Well              |  | 0 / L0-01      |
| 10.2                                                             | Gas Well Offset Marker          |  | 0 / L0-01      |

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# BAREFOOT LAKES - FILING NO. 4 FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

## FIRESTONE INFORMATION BLOCK

### BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 33 of 58

PROJECT NUMBER: 5311

## SITE DETAILS

SHEET NUMBER

# L3-01

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
IRRIGATION  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 34 of 58

IRRIGATION CONSTRUCTION NOTES

1. DRAWINGS AND BASE INFORMATION - ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY DESIGN WORKSHOP. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS\*KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS\*KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
2. SYSTEM PRESSURE - HYDROSYSTEMS\*KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE TBD. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS\*KDI OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST AND RESULTS SHALL BE PROVIDED TO HYDROSYSTEMS\*KDI AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS\*KDI OR ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF **STATED AT EACH POC LOCATION**.
3. IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SIX HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.
- |                      |                                          |
|----------------------|------------------------------------------|
| BLUEGRASS TURF       | 1.76" PER WEEK PEAK SEASON               |
| ORNAMENTAL PLANTINGS | 0.62" PER WEEK PEAK SEASON               |
| WILDFLOWER MIXES     | 1.00" PER WEEK PEAK SEASON               |
| NATIVE SEED MIXES    | 0.60" PER WEEK PEAK SEASON (TWO SEASONS) |
- NOTE: IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT.
4. EQUIPMENT INSTALLATION - IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE.
5. SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.
- | SLEEVED PIPE SIZE/WIRE QUANTITY | REQUIRED SLEEVE SIZE & QUANTITY |
|---------------------------------|---------------------------------|
| ¾" - 1¼" PIPING                 | 2" FVG (1)                      |
| 1½" - 2" PIPING                 | 4" FVG (1)                      |
| 2½" - 3" PIPING                 | 6" FVG (1)                      |
| 4" PIPING                       | 8" FVG (1)                      |
| 2-WIRE CABLE                    | 2" FVG (1)                      |
| COMMUNICATION CABLE             | 2" FVG (1)                      |
6. MANUAL DRAIN VALVES - CONTRACTOR TO INSTALL ONE MANUAL DRAIN VALVE ON PRESSURE SUPPLY LINE DIRECTLY DOWNSTREAM OF BACKFLOW PREVENTER AND AT ALL LOW POINTS AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO INSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATIONS IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.
7. POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 12' TO 14'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 10' TO 11'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 8' TO 9'. INSTALL 8 SERIES NOZZLES ON ALL HEADS SPACED AT 6' TO 7'. INSTALL 5' NOZZLES ON ALL HEADS SPACED AT 5'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN "S" DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON ALL HEADS WITH AN "L" OR "R" DESIGNATION. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE. WHERE INDICATED, INSTALL LOW FLOW 5G SERIES SQUARE NOZZLES AT SPACING SHOWN. HIGH EFFICIENCY PRECISION O NOZZLES HAVE BEEN SELECTED FOR THEIR DISTRIBUTION UNIFORMITY AND FLOW CHARACTERISTICS. NO SUBSTITUTION WILL BE ALLOWED.
8. ROTARY SPRAY NOZZLES - HUNTER AT 40 PSI; CONTRACTOR TO INSTALL PLASTIC ROTARY NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL M2000 SERIES NOZZLES ON ALL HEADS SPACED 14' TO 18'. UTILIZE MP CORNER SERIES FOR IRRIGATED AREAS THAT NARROW TO AN ANGLE OF LESS THAN 75 DEGREES. VARIABLE ARC SHOULD BE UTILIZED TO AVOID OVERSPRAY ONTO HARD SERVICES OR BEYOND IRRIGATED AREA.
9. DRIP IRRIGATION - REFER TO IRRIGATION DETAIL SHEET FOR DRIP EMITTER QUANTITIES AND PLACEMENT.
10. WEB-BASED CONTROL NOTE - WEATHERMATIC SMARTLINK WEB-BASED CONTROL SYSTEM WITH FLOW MONITORING AND REPORTING MODEL (PER SCHEDULE). INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONTACT PARRY WEBB AT WEATHERMATIC (303) 638-6268 FOR PRICING. CONTACT JOHN KEESSEN AT HYDROSYSTEMS\*KDI (303) 980-5327 FOR SYSTEM SENSOR START-UP AND INITIALIZATION. WATER MANAGEMENT SUBSCRIPTION IS INCLUDED IN THE COST OF THE CONTROLLER FOR A 2 YEAR PERIOD AND WILL BE MANAGED ON BEHALF OF THE OWNER BY HYDROSYSTEMS\*KDI. COORDINATION BETWEEN HYDROSYSTEMS\*KDI AND THE LANDSCAPE MAINTENANCE COMPANY WILL BE REQUIRED FOR A PERIOD OF TWO YEARS, AT MINIMUM.
11. ADJUSTMENT - CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVERSPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.
12. SIMULTANEOUS ZONE OPERATION - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY BASED ON INDIVIDUAL ZONE FLOW STATED AT EACH POC LOCATION.
13. UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.
14. 2-WIRE SYSTEM NOTES - CONTRACTOR SHALL GROUND ALL DECODERS AND DECODER WIRE PER MANUFACTURES RECOMMENDATIONS AND STANDARDS. (MINIMUM OF EVERY 500' OF WIRE AND AT ALL ENDS OF WIRE RUN).
- A. CONTRACTOR SHALL USE ONLY MANUFACTURED 2-WIRE WIRE (SEE SCHEDULE FOR SPECIFIC WIRE).
- B. USE DIFFERENT COLOR 2-WIRE CABLE FOR EACH CONTROLLER.
- C. ONLY USE SINGLE STATION DECODERS (SEE SCHEDULE FOR SPECIFIC MODEL).
- D. LOOP 5' OF 2-WIRE INTO ALL VALVE BOXES (WITH DECODERS AND SPLICES) FOR MAINTENANCE.
- E. USE ONLY 3M DBR-6 WATERPROOF CONNECTORS ON ALL WIRE SPLICES AND ALL WIRE SPLICES ARE TO BE MADE WITHIN A VALVE BOX WITH CONTROL VALVES OR A SEPARATE 10" ROUND VALVE BOX FOR WIRE SPLICES.
- F. INSTALL SURGE PROTECTOR RODS OR PLATES 8 LF. FROM VALVES, DECODERS, AND COMMUNICATION WIRE.

DIRECTORY

IRRIGATION NOTES

IR1.1

IRRIGATION SCHEDULE

IR1.1

IRRIGATION PLANS

IR2.1 - IR2.8

IRRIGATION DETAILS

IR3.1 - IR3.3



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BAREFOOT LAKES - FILING NO. 4

FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE

INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes  
Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.07.2019

Revision 3:

Sheet 34 of 58

PROJECT NUMBER: 5311

IRRIGATION NOTES  
& SCHEDULE

SHEET NUMBER

IR1.1

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

| FIRESTONE<br>INFORMATION BLOCK |                             |
|--------------------------------|-----------------------------|
| BAREFOOT LAKES                 |                             |
| Name of application:           | Barefoot Lakes Filing No. 4 |
| Type of Submittal:             | FDP                         |
| Filing #:                      | 4                           |
| Phase #:                       |                             |
| First Submittal:               | 12.21.2018                  |
| Revision 1:                    | 03.14.2019                  |
| Revision 2:                    | 06.07.2019                  |
| Revision 3:                    |                             |
| Sheet <u>35</u> of <u>58</u>   |                             |

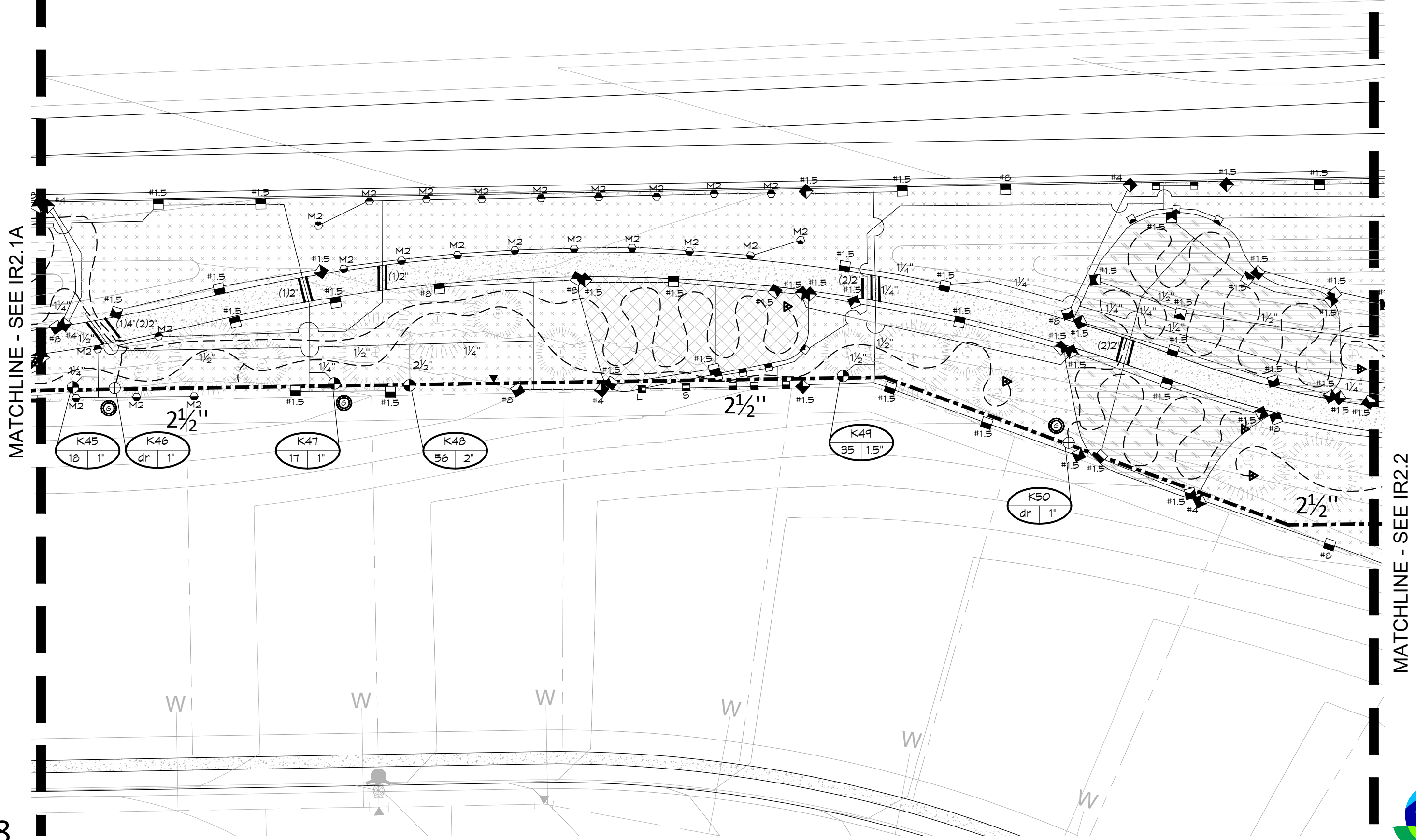
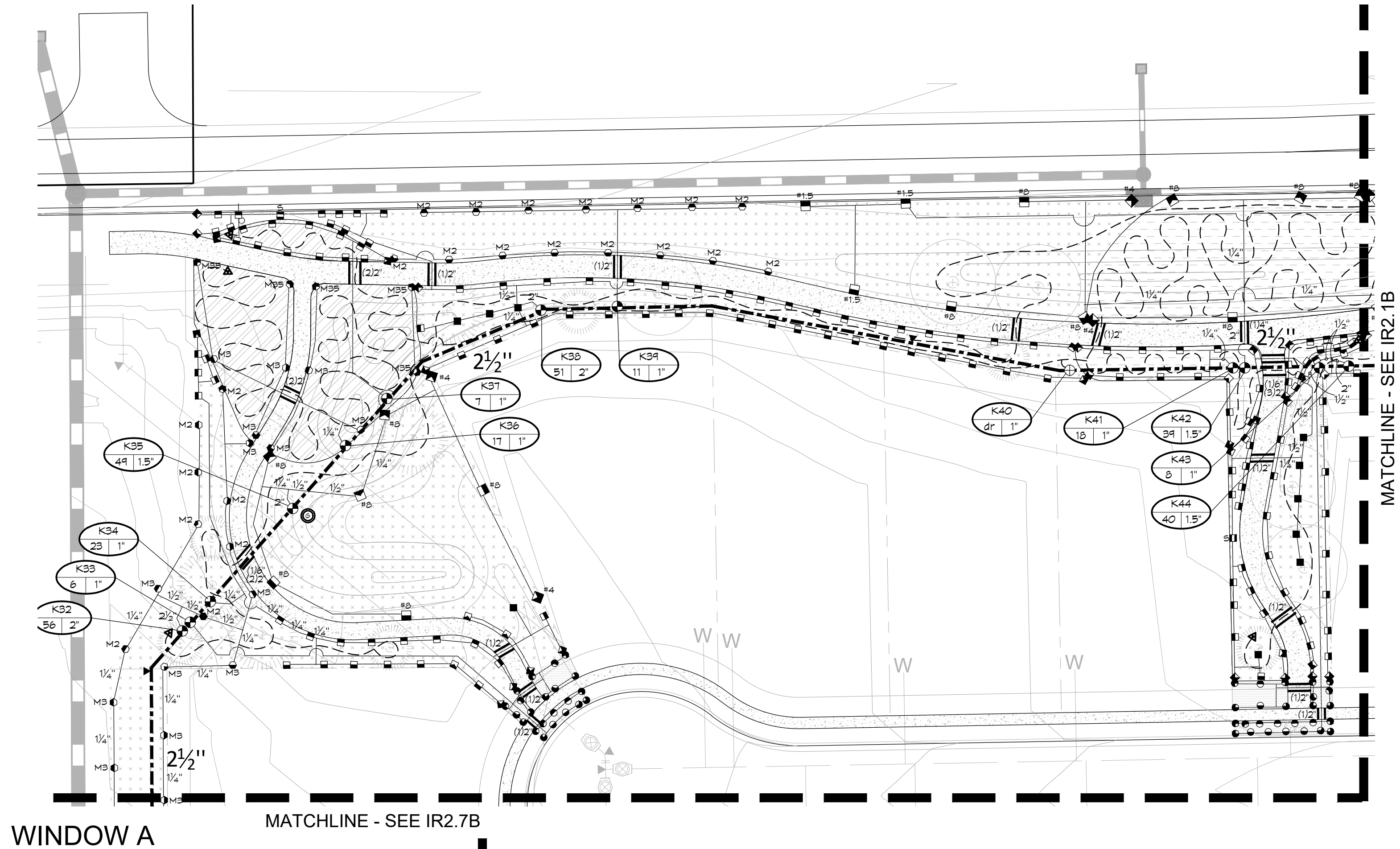
PROJECT NUMBER: 5311

IRRIGATION PLAN

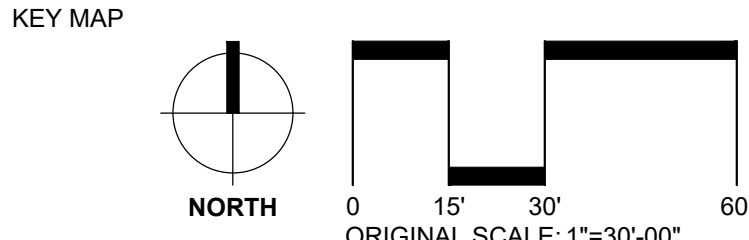
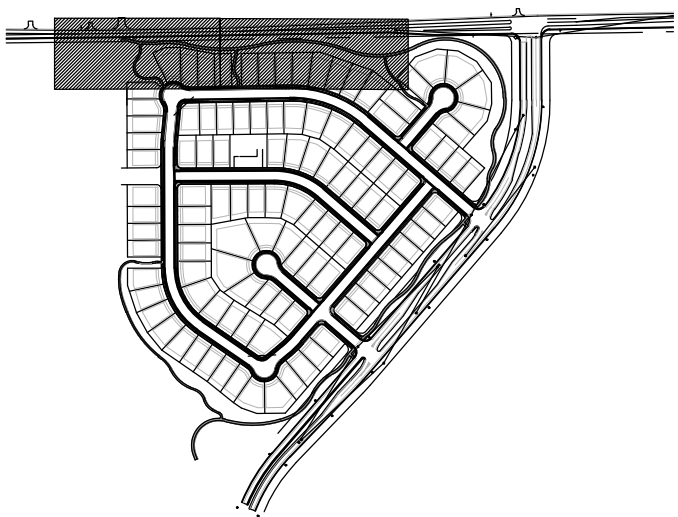
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IR2.1

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| DIRECTORY           |               |
|---------------------|---------------|
| IRRIGATION NOTES    | IR1.1         |
| IRRIGATION SCHEDULE | IR1.1         |
| IRRIGATION PLANS    | IR2.1 - IR2.8 |
| IRRIGATION DETAILS  | IR3.1 - IR3.3 |



BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

| FIRESTONE<br>INFORMATION BLOCK |                             |
|--------------------------------|-----------------------------|
| BAREFOOT LAKES                 |                             |
| Name of application:           | Barefoot Lakes Filing No. 4 |
| Type of Submittal:             | FDP                         |
| Filing #:                      | 4                           |
| Phase #:                       |                             |
| First Submittal:               | 12.21.2018                  |
| Revision 1:                    | 03.14.2019                  |
| Revision 2:                    | 06.07.2019                  |
| Revision 3:                    |                             |
| Sheet <u>36</u> of <u>58</u>   |                             |

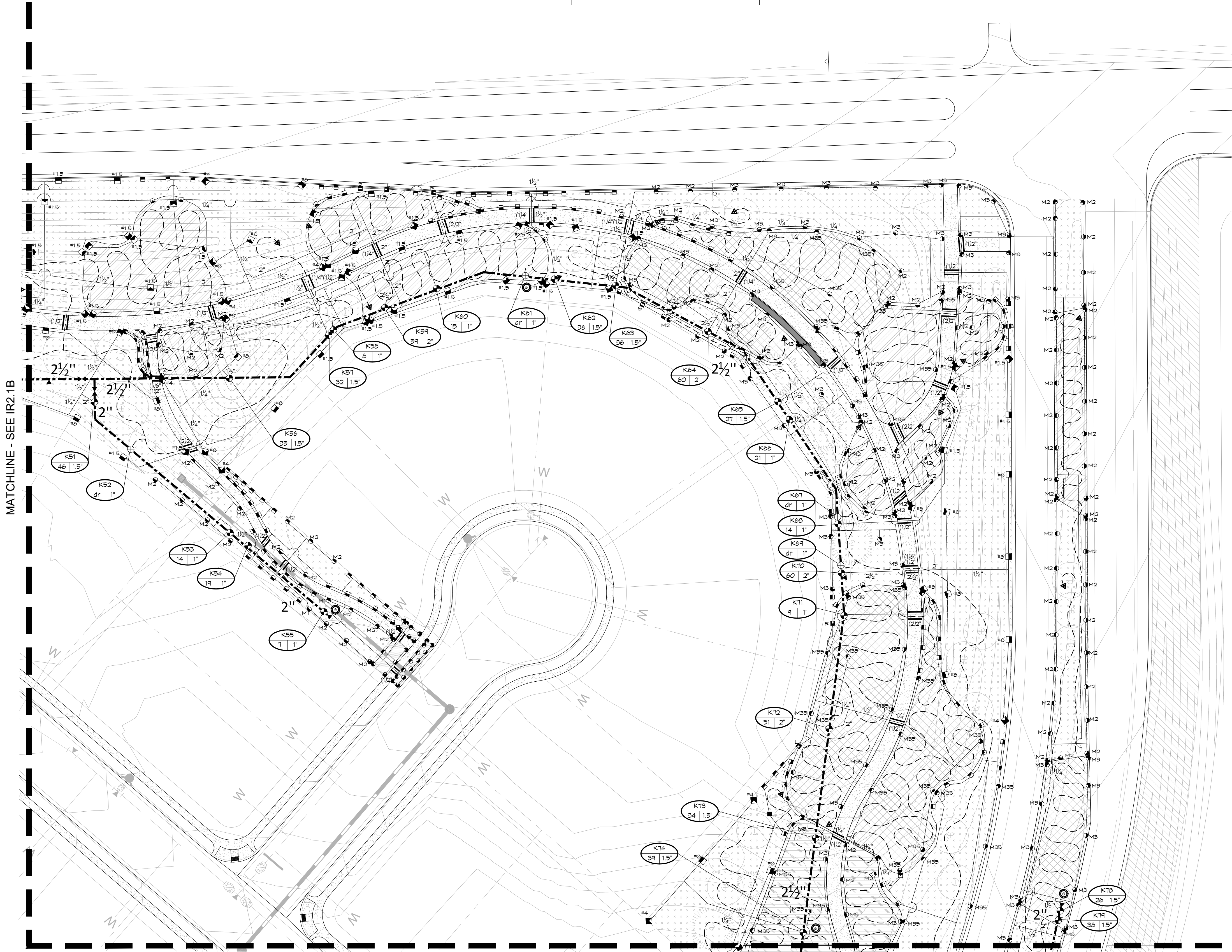
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IRRIGATION PLAN

SHEET NUMBER

IR2.2

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# BAREFOOT LAKES - FILING NO. 4

## FINAL DEVELOPMENT PLAN

**TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO**

## FIRESTONE

### INFORMATION BLOCK

## BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.07.2019                  |
| Revision 3:          |                             |

Sheet 37 of 58

PROJECT NUMBER: 5311

## IRRIGATION PLAN

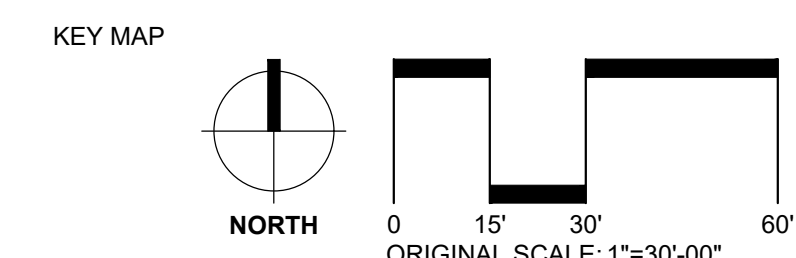
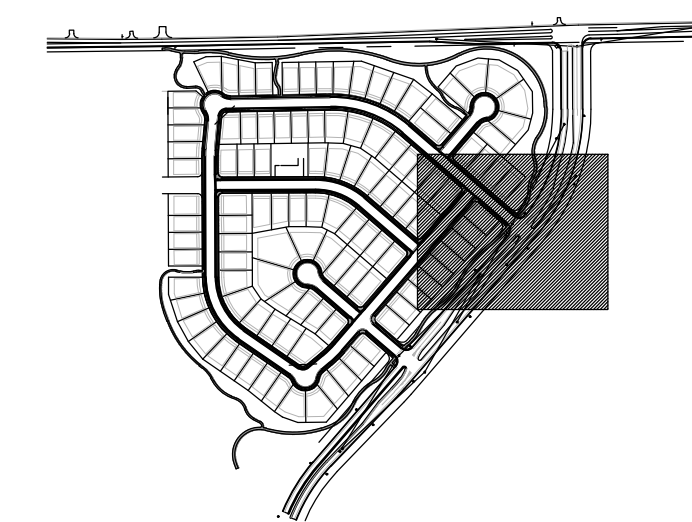
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## IR2.3

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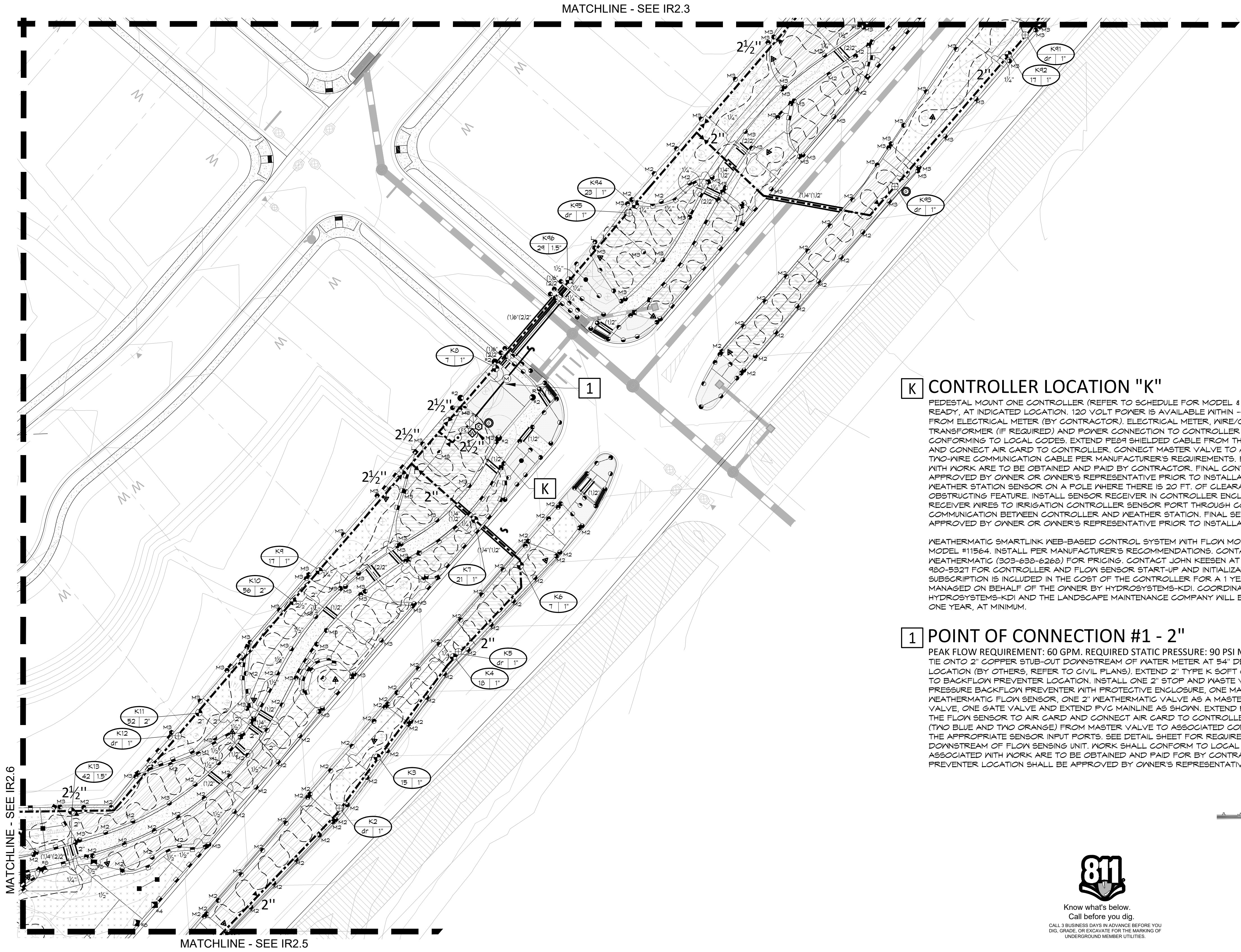
## DIRECTORY

IRRIGATION NOTES  
IRRIGATION SCHEDULE  
IRRIGATION PLANS  
IRRIGATION DETAILS

IR1.1  
IR1.1  
IR2.1 - IR2.8  
IR3.1 - IR3.3



BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO



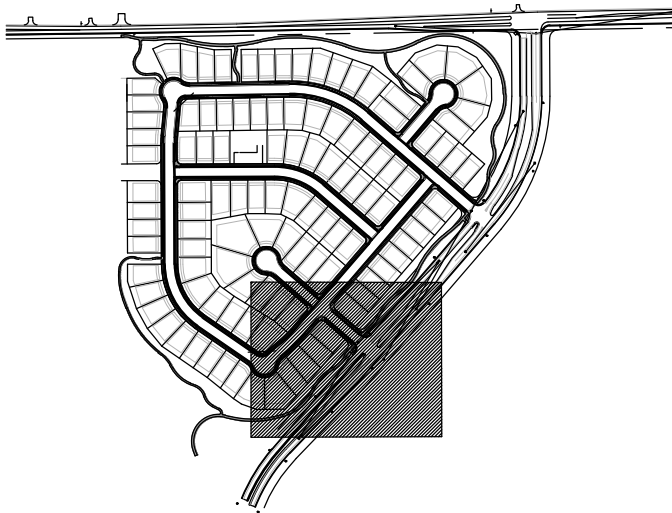
**K** CONTROLLER LOCATION "K"  
PEDESTAL MOUNT ONE CONTROLLER (REFER TO SCHEDULE FOR MODEL & STATION COUNT), REMOTE READY, AT INDICATED LOCATION. 120 VOLT POWER IS AVAILABLE WITHIN -- LF. OF CONTROLLER LOCATION FROM ELECTRICAL METER (BY CONTRACTOR). ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. EXTEND PE89 SHIELDED CABLE FROM THE FLOW SENSOR TO AIR CARD AND CONNECT AIR CARD TO CONTROLLER. CONNECT MASTER VALVE TO ASSOCIATED CONTROLLER VIA TWO-WIRE COMMUNICATION CABLE PER MANUFACTURER'S REQUIREMENTS. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. MOUNT ONE WEATHERMATIC WEATHER STATION SENSOR ON A POLE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL SENSOR RECEIVER IN CONTROLLER ENCLOSURE. CONNECT SENSOR RECEIVER WIRES TO IRRIGATION CONTROLLER SENSOR PORT THROUGH CONDUIT. CONFIRM THERE IS COMMUNICATION BETWEEN CONTROLLER AND WEATHER STATION. FINAL SENSOR LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

WEATHERMATIC SMARTLINK WEB-BASED CONTROL SYSTEM WITH FLOW MONITORING AND REPORTING MODEL #11564. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONTACT PARRY WEBB AT WEATHERMATIC (303-638-6268) FOR PRICING. CONTACT JOHN KEESAN AT HYDROSYSTEMS-KDI (303) 490-5321 FOR CONTROLLER AND FLOW SENSOR START-UP AND INITIALIZATION. WATER MANAGEMENT SUBSCRIPTION IS INCLUDED IN THE COST OF THE CONTROLLER FOR A 1 YEAR PERIOD AND WILL BE MANAGED ON BEHALF OF THE OWNER BY HYDROSYSTEMS-KDI. COORDINATION BETWEEN HYDROSYSTEMS-KDI AND THE LANDSCAPE MAINTENANCE COMPANY WILL BE REQUIRED FOR A PERIOD OF ONE YEAR, AT MINIMUM.

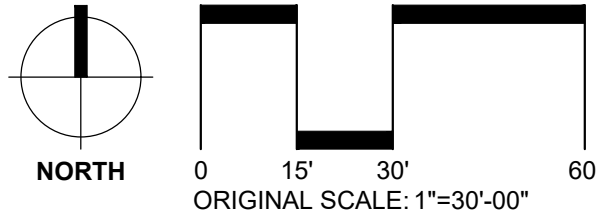
**1** POINT OF CONNECTION #1 - 2"  
PEAK FLOW REQUIREMENT: 60 GPM. REQUIRED STATIC PRESSURE: 90 PSI MIN.  
TIE ONTO 2" COPPER STUB-OUT DOWNSTREAM OF WATER METER AT 54" DEPTH IN THIS APPROXIMATE LOCATION (BY OTHERS, REFER TO CIVIL PLANS). EXTEND 2" TYPE K SOFT COPPER AT 54" MINIMUM DEPTH TO BACKFLOW PREVENTER LOCATION. INSTALL ONE 2" STOP AND WASTE VALVE, ONE 2" REDUCED PRESSURE BACKFLOW PREVENTER WITH PROTECTIVE ENCLOSURE, ONE MANUAL DRAIN VALVE, ONE 2" WEATHERMATIC FLOW SENSOR, ONE 2" WEATHERMATIC VALVE AS A MASTER VALVE, ONE QUICK COUPLING VALVE, ONE GATE VALVE AND EXTEND PVC MAINLINE AS SHOWN. EXTEND PE89 SHIELDED CABLE FROM THE FLOW SENSOR TO AIR CARD AND CONNECT AIR CARD TO CONTROLLER. INSTALL 4 #14 UFUL WIRES (TWO BLUE AND TWO ORANGE) FROM MASTER VALVE TO ASSOCIATED CONTROLLER. CONNECT WIRES TO THE APPROPRIATE SENSOR INPUT PORTS. SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL BACKFLOW PREVENTER LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.



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KEY MAP



|                     |               |
|---------------------|---------------|
| DIRECTORY           |               |
| IRRIGATION NOTES    | IR1.1         |
| IRRIGATION SCHEDULE | IR1.1         |
| IRRIGATION PLANS    | IR2.1 - IR2.8 |
| IRRIGATION DETAILS  | IR3.1 - IR3.3 |

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                              |                             |
|------------------------------|-----------------------------|
| Name of application:         | Barefoot Lakes Filing No. 4 |
| Type of Submittal:           | FDP                         |
| Filing #:                    | 4                           |
| Phase #:                     |                             |
| First Submittal:             | 12.21.2018                  |
| Revision 1:                  | 03.14.2019                  |
| Revision 2:                  | 06.07.2019                  |
| Revision 3:                  |                             |
| Sheet <u>38</u> of <u>58</u> |                             |

PROJECT NUMBER: 5311

IRRIGATION PLAN

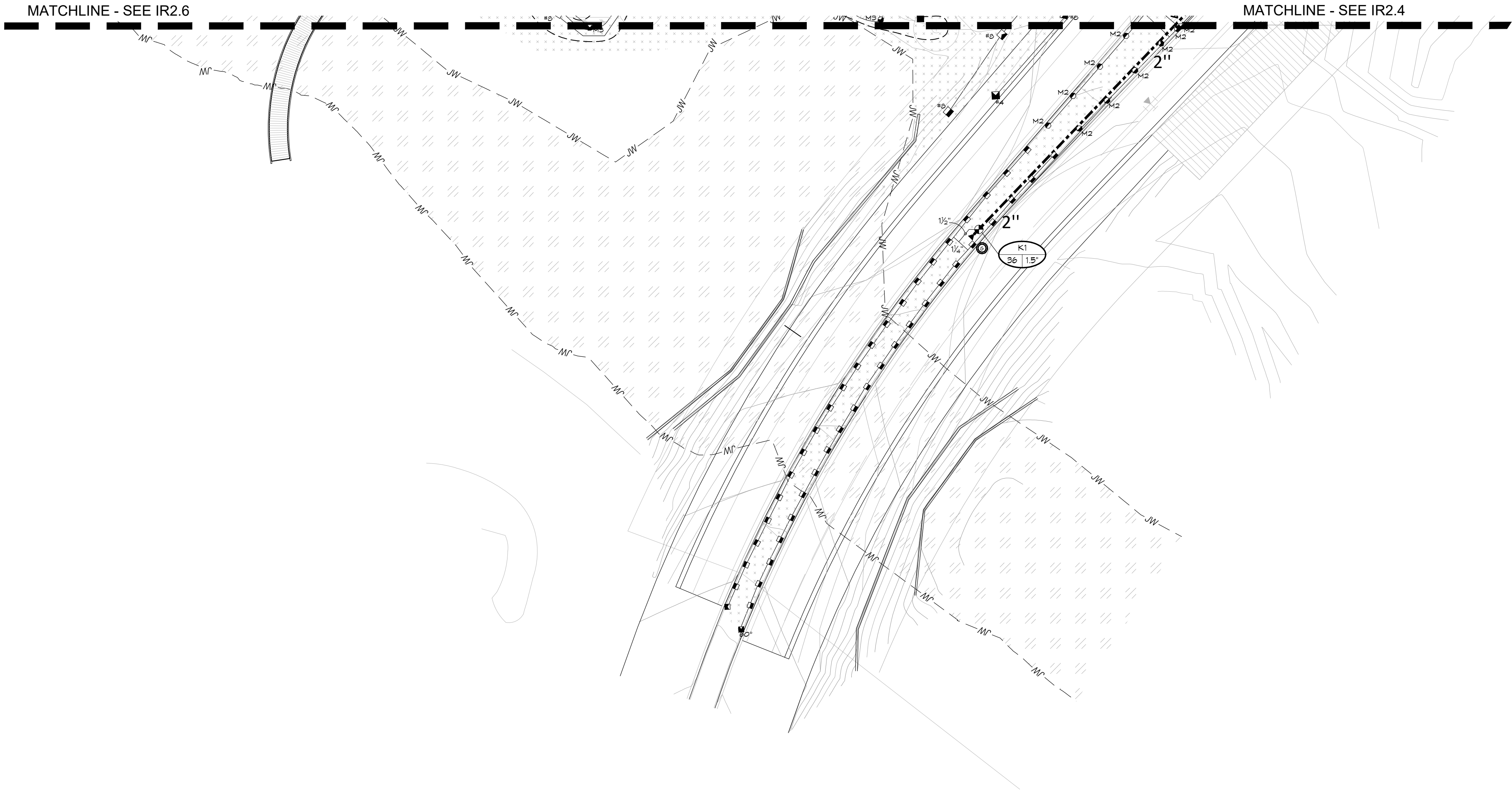
SHEET NUMBER

IR2.4

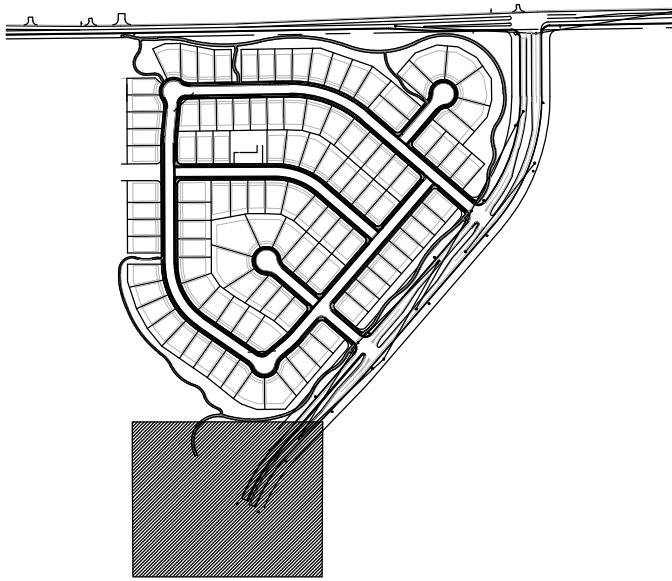
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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
IRRIGATION  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 39 of 58



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KEY MAP

#### DIRECTORY

|                     |               |
|---------------------|---------------|
| IRRIGATION NOTES    | IR1.1         |
| IRRIGATION SCHEDULE | IR1.1         |
| IRRIGATION PLANS    | IR2.1 - IR2.8 |
| IRRIGATION DETAILS  | IR3.1 - IR3.3 |

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# BAREFOOT LAKES - FILING NO. 4

## FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

### FIRESTONE INFORMATION BLOCK

#### BAREFOOT LAKES

|                      |                             |
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| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
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| First Submittal:     | 12.21.2018                  |
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| Revision 2:          | 06.07.2019                  |
| Revision 3:          |                             |

Sheet 39 of 58

PROJECT NUMBER: 5311

## IRRIGATION PLAN

SHEET NUMBER

# IR2.5

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
IRRIGATION  
Town of Firestone  
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State of Colorado  
Sheet 40 of 58

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**BAREFOOT LAKES - FILING NO. 4**  
**FINAL DEVELOPMENT PLAN**

**TOWN OF FIRESTONE**  
**WELD COUNTY**  
**STATE OF COLORADO**

## FIRESTONE INFORMATION BLOCK

## BAREFOOT LAKES

|                      |                             |
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| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
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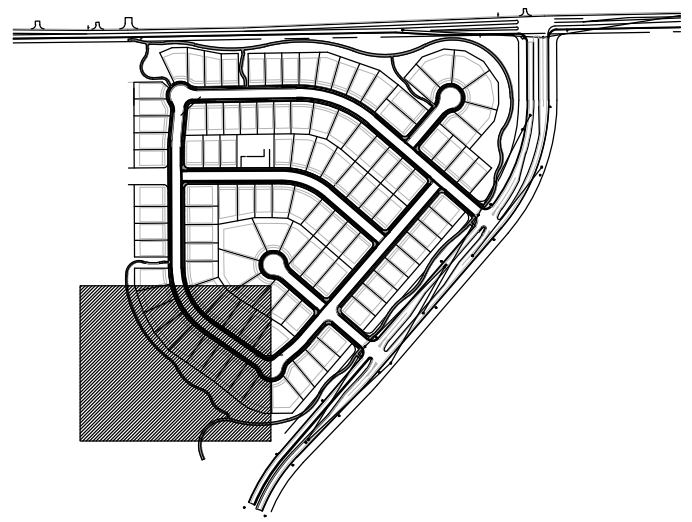
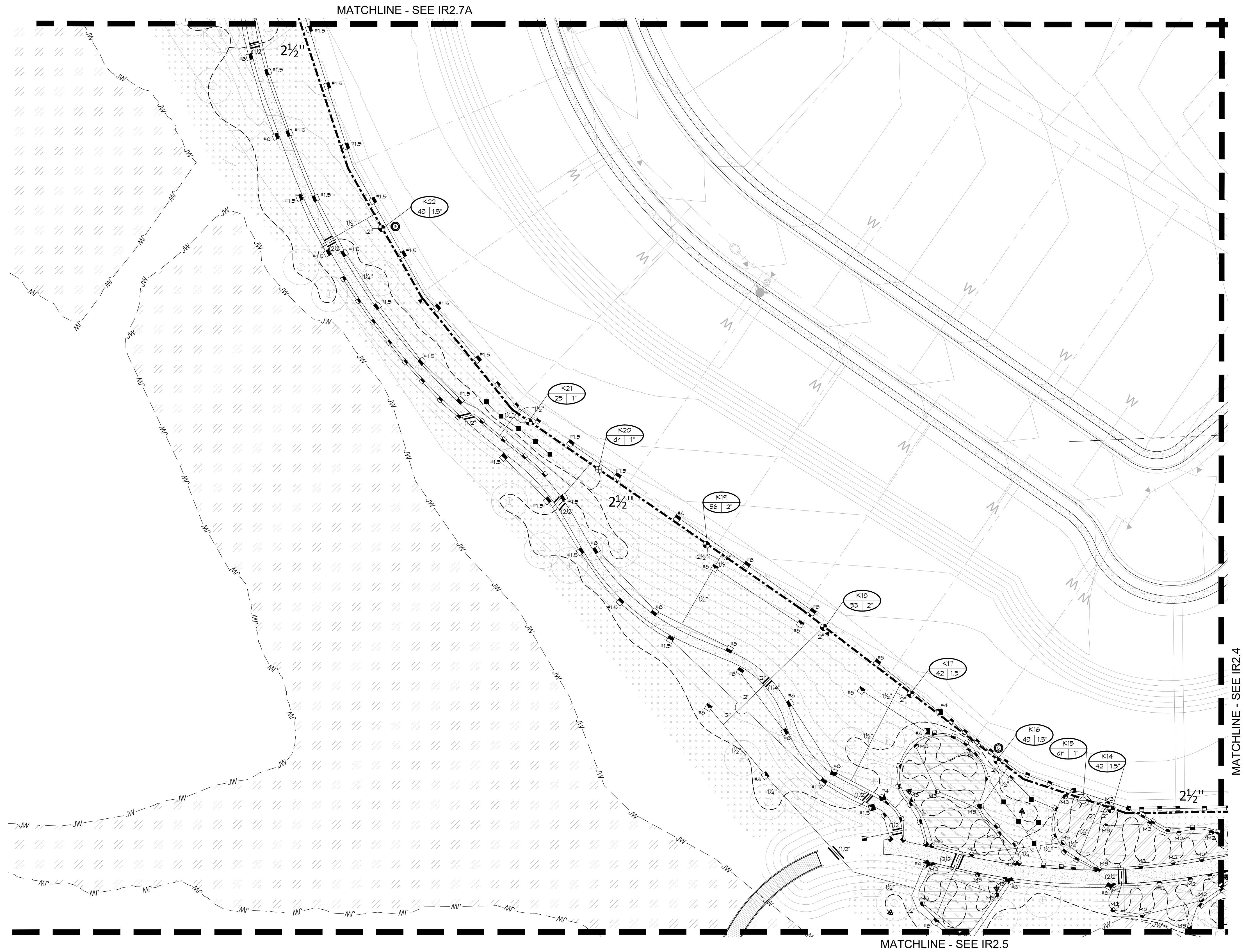
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# IRRIGATION PLAN

SHEET NUMBER

## IR2.6

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|                            |                      |
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| <b>IRRIGATION NOTES</b>    | <b>IR1.1</b>         |
| <b>IRRIGATION SCHEDULE</b> | <b>IR1.1</b>         |
| <b>IRRIGATION PLANS</b>    | <b>IR2.1 - IR2.8</b> |
| <b>IRRIGATION DETAILS</b>  | <b>IR3.1 - IR3.3</b> |



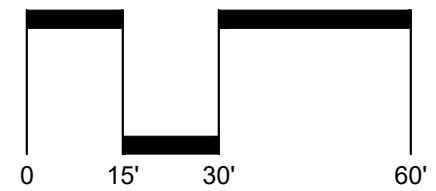
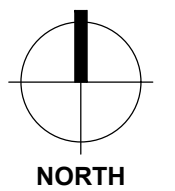
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ORIGINAL SCALE: 1"=30'-00"



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
IRRIGATION  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 41 of 58

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

| FIRESTONE<br>INFORMATION BLOCK |                             |
|--------------------------------|-----------------------------|
| BAREFOOT LAKES                 |                             |
| Name of application:           | Barefoot Lakes Filing No. 4 |
| Type of Submittal:             | FDP                         |
| Filing #:                      | 4                           |
| Phase #:                       |                             |
| First Submittal:               | 12.21.2018                  |
| Revision 1:                    | 03.14.2019                  |
| Revision 2:                    | 06.07.2019                  |
| Revision 3:                    |                             |
| Sheet <u>41</u> of <u>58</u>   |                             |

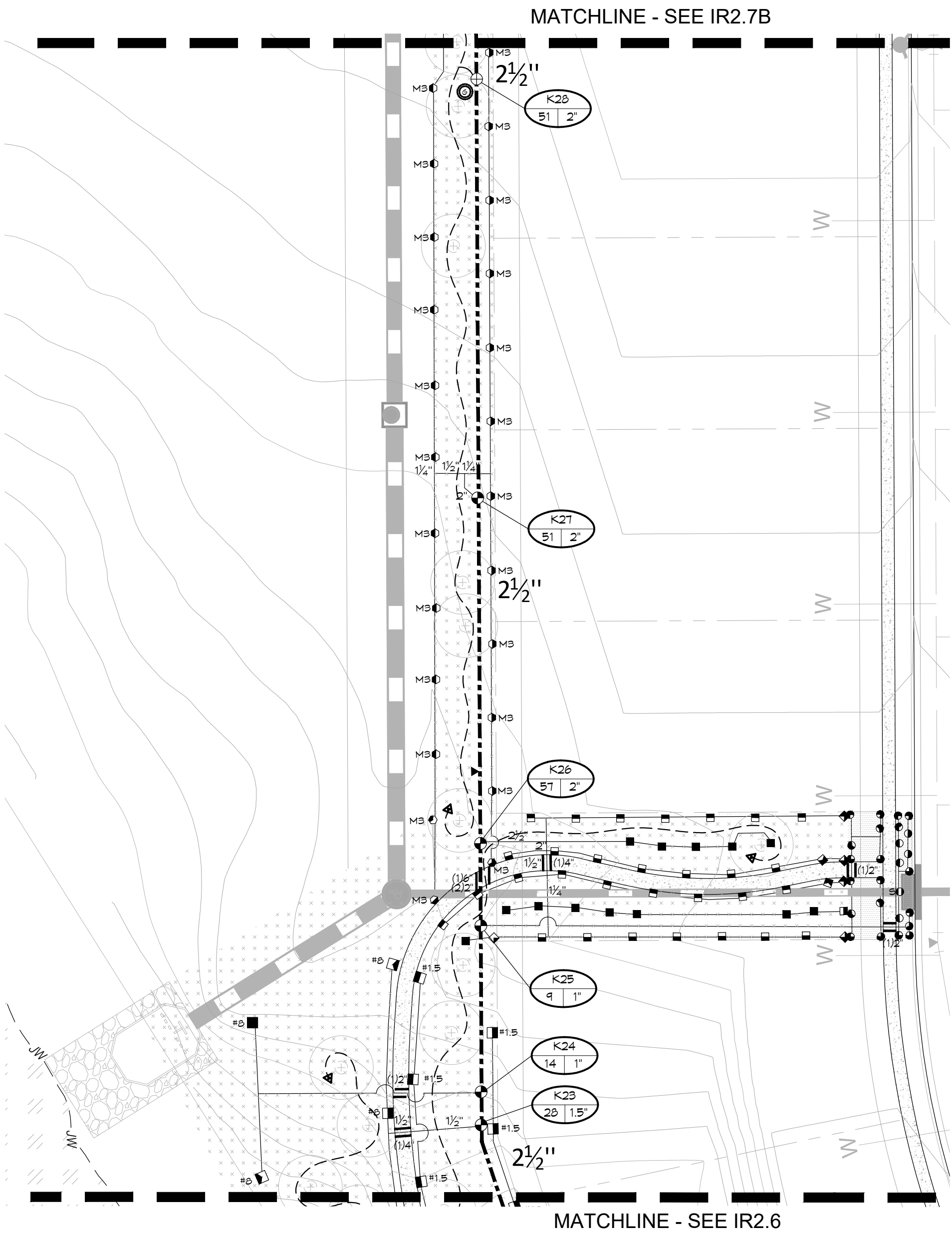
PROJECT NUMBER: 5311

IRRIGATION PLAN

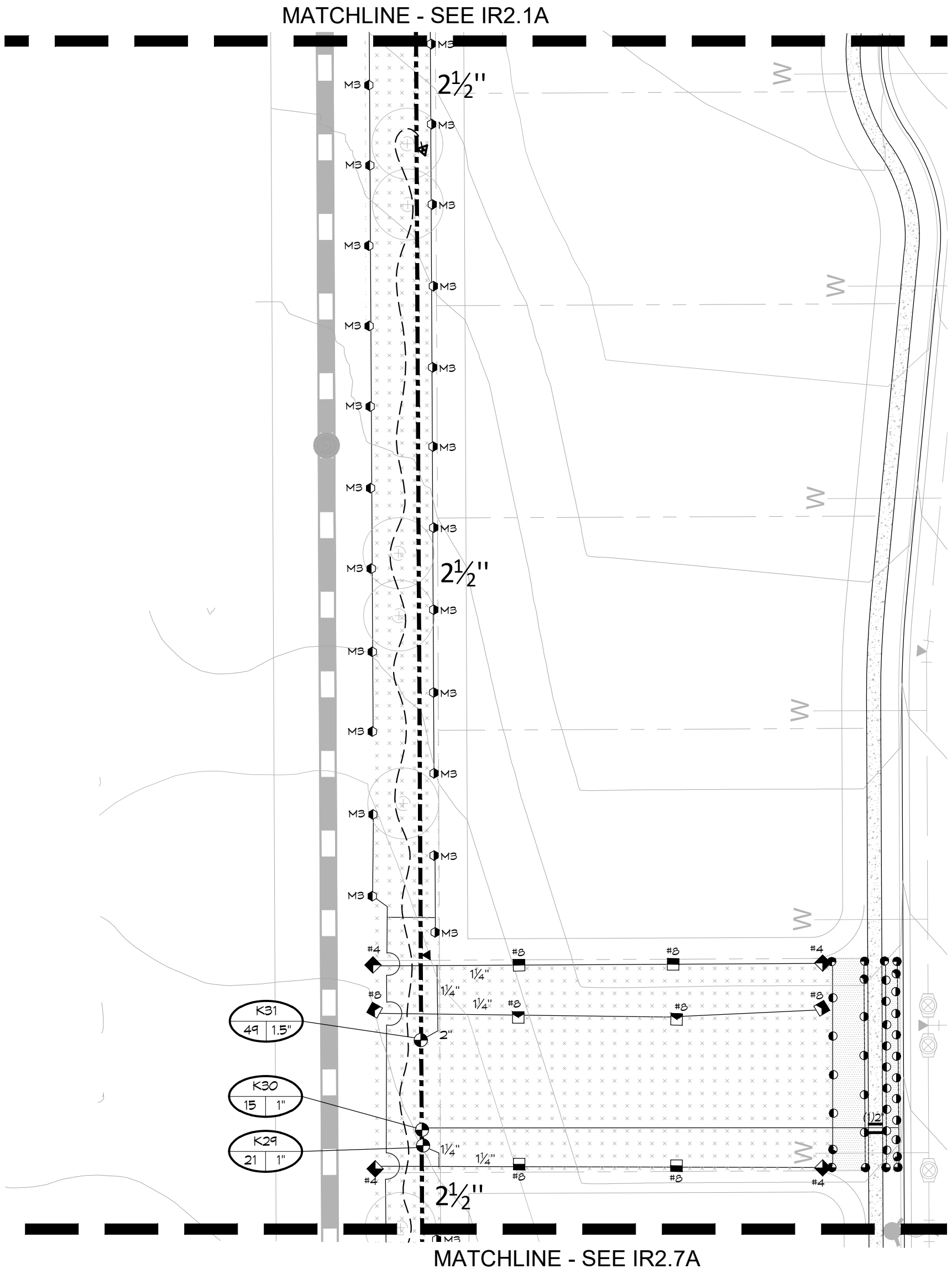
SHEET NUMBER

IR2.7

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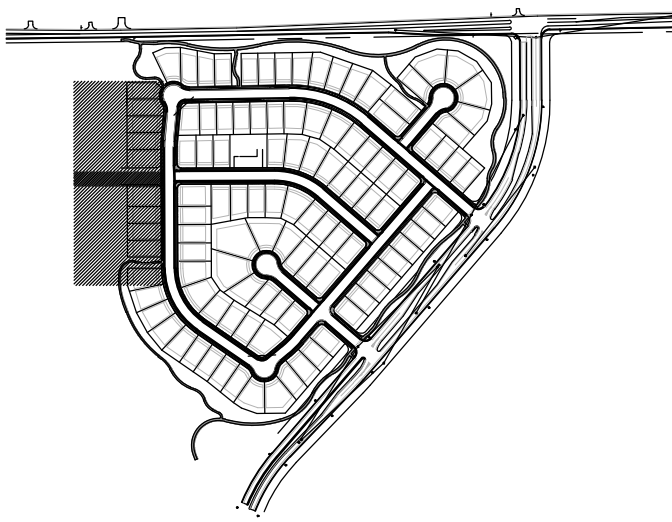
WINDOW A



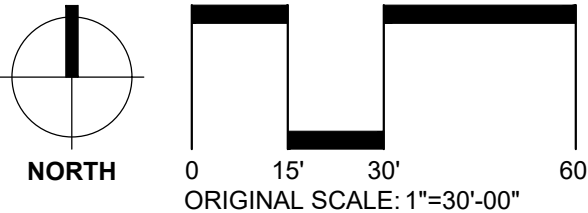
WINDOW B



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KEY MAP



KDI

DIRECTORY

|                     |               |
|---------------------|---------------|
| IRRIGATION NOTES    | IR1.1         |
| IRRIGATION SCHEDULE | IR1.1         |
| IRRIGATION PLANS    | IR2.1 - IR2.8 |
| IRRIGATION DETAILS  | IR3.1 - IR3.3 |



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
IRRIGATION  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 42 of 58

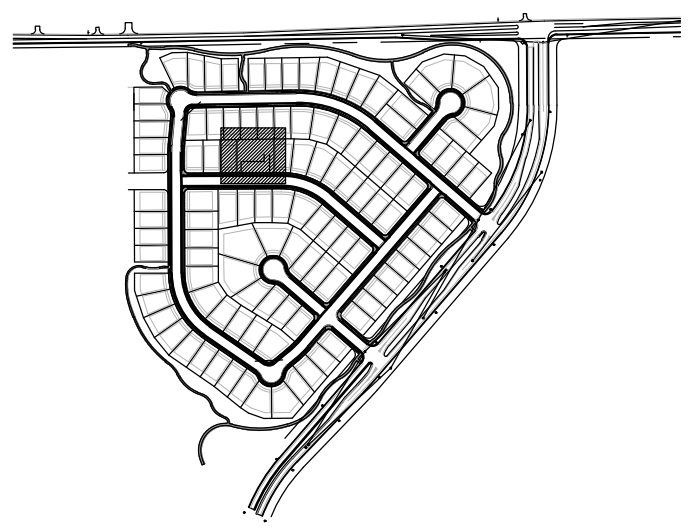
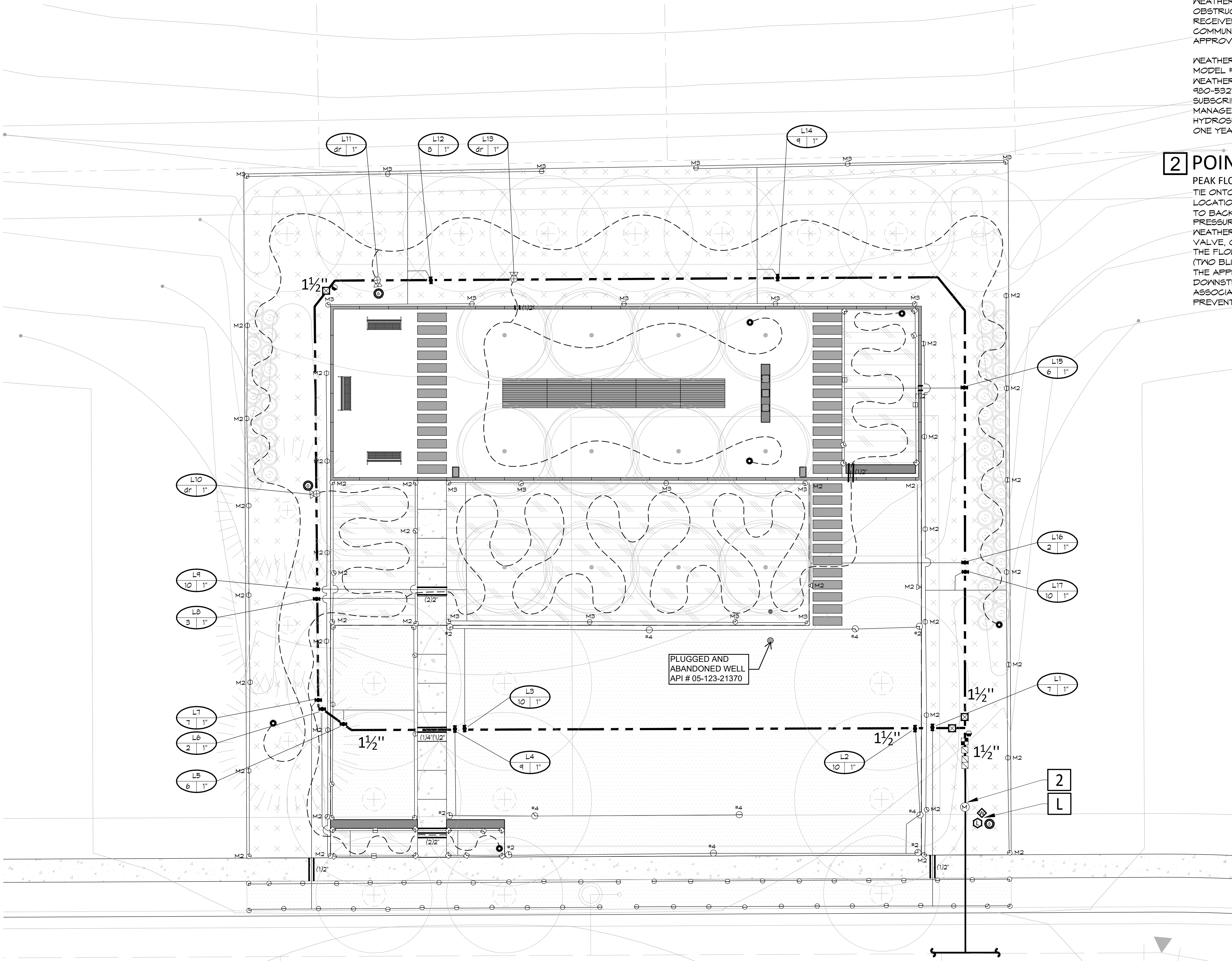
**L** CONTROLLER LOCATION "L"

PEDESTAL MOUNT ONE CONTROLLER (REFER TO SCHEDULE FOR MODEL & STATION COUNT). REMOTE READY, AT INDICATED LOCATION. 120 VOLT POWER IS AVAILABLE WITHIN ~ LF. OF CONTROLLER LOCATION FROM ELECTRICAL METER (BY CONTRACTOR). ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. EXTEND PE89 SHIELDED CABLE FROM THE FLOW SENSOR TO AIR CARD AND CONNECT AIR CARD TO CONTROLLER. CONNECT MASTER VALVE TO ASSOCIATED CONTROLLER VIA TWO-WIRE COMMUNICATION CABLE PER MANUFACTURER'S REQUIREMENTS. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. MOUNT ONE WEATHERMATIC WEATHER STATION SENSOR ON A POLE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL SENSOR RECEIVER IN CONTROLLER ENCLOSURE. CONNECT SENSOR RECEIVER WIRES TO IRRIGATION CONTROLLER SENSOR PORT THROUGH CONDUIT. CONFIRM THERE IS COMMUNICATION BETWEEN CONTROLLER AND WEATHER STATION. FINAL SENSOR LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

WEATHERMATIC SMARTLINK WEB-BASED CONTROL SYSTEM WITH FLOW MONITORING AND REPORTING MODEL #11565. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONTACT PARRY WEBB AT WEATHERMATIC (303-638-6266) FOR PRICING. CONTACT JOHN KEESER AT HYDROSYSTEMS-KDI (303) 980-5321 FOR CONTROLLER AND FLOW SENSOR START-UP AND INITIALIZATION. WATER MANAGEMENT SUBSCRIPTION IS INCLUDED IN THE COST OF THE CONTROLLER FOR A 1 YEAR PERIOD AND WILL BE MANAGED ON BEHALF OF THE OWNER BY HYDROSYSTEMS-KDI. COORDINATION BETWEEN HYDROSYSTEMS-KDI AND THE LANDSCAPE MAINTENANCE COMPANY WILL BE REQUIRED FOR A PERIOD OF ONE YEAR, AT MINIMUM.

**2** POINT OF CONNECTION #2 - 3/4"

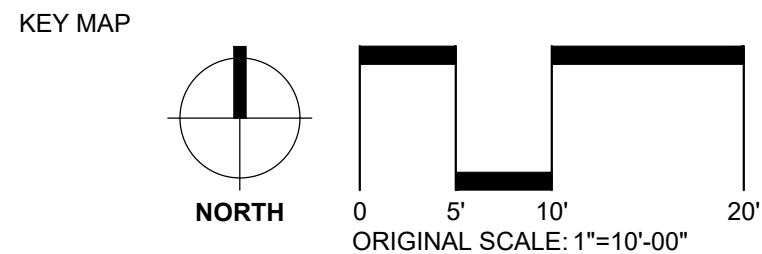
PEAK FLOW REQUIREMENT: 10 GPM. REQUIRED STATIC PRESSURE: 80 PSI MIN.  
TIE ONTO 3/4" COPPER STUB-OUT DOWNSTREAM OF WATER METER AT 54" DEPTH IN THIS APPROXIMATE LOCATION (BY OTHERS, REFER TO CIVIL PLANS). EXTEND 3/4" TYPE K SOFT COPPER AT 54" MINIMUM DEPTH TO BACKFLOW PREVENTER LOCATION. INSTALL ONE 3/4" STOP AND WASTE VALVE, ONE 3/4" REDUCED PRESSURE BACKFLOW PREVENTER WITH PROTECTIVE ENCLOSURE, ONE MANUAL DRAIN VALVE, ONE 1" WEATHERMATIC FLOW SENSOR, ONE 1" WEATHERMATIC VALVE AS A MASTER VALVE, ONE QUICK COUPLING VALVE, ONE GATE VALVE AND EXTEND PVC MAINLINE AS SHOWN. EXTEND PE89 SHIELDED CABLE FROM THE FLOW SENSOR TO AIR CARD AND CONNECT AIR CARD TO CONTROLLER. INSTALL 4 #14 UFPL WIRES (TWO BLUE AND TWO ORANGE) FROM MASTER VALVE TO ASSOCIATED CONTROLLER. CONNECT WIRES TO THE APPROPRIATE SENSOR INPUT PORTS. SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL BACKFLOW PREVENTER LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.



**DIRECTORY**

IRRIGATION NOTES  
IRRIGATION SCHEDULE  
IRRIGATION PLANS  
IRRIGATION DETAILS

IR1.1  
IR1.1  
IR2.1 - IR2.8  
IR3.1 - IR3.3



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**BAREFOOT LAKES - FILING NO. 4**  
**FINAL DEVELOPMENT PLAN**

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

**FIRESTONE  
INFORMATION BLOCK**

**BAREFOOT LAKES**

|                              |                             |
|------------------------------|-----------------------------|
| Name of application:         | Barefoot Lakes Filing No. 4 |
| Type of Submittal:           | FDP                         |
| Filing #:                    | 4                           |
| Phase #:                     |                             |
| First Submittal:             | 12.21.2018                  |
| Revision 1:                  | 03.14.2019                  |
| Revision 2:                  | 06.07.2019                  |
| Revision 3:                  |                             |
| Sheet <u>42</u> of <u>58</u> |                             |

PROJECT NUMBER: 5311

**IRRIGATION PLAN**

SHEET NUMBER

**IR2.8**

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## DIRECTORY

### IRRIGATION NOTES

IR1.1

### IRRIGATION SCHEDULE

IR1.1

### IRRIGATION PLANS

IR2.1 - IR2.8

### IRRIGATION DETAILS

IR3.1 - IR3.3

## Final Development Plan Barefoot Lakes Filing No. 4 Planned Unit Development IRRIGATION Town of Firestone Weld County State of Colorado Sheet 43 of 58



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# BAREFOOT LAKES - FILING NO. 4 FINAL DEVELOPMENT PLAN TOWN OF FIRESTONE WELD COUNTY STATE OF COLORADO

## FIRESTONE INFORMATION BLOCK

### BAREFOOT LAKES

Name of application: Barefoot Lakes  
Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.07.2019

Revision 3:

Sheet 43 of 58

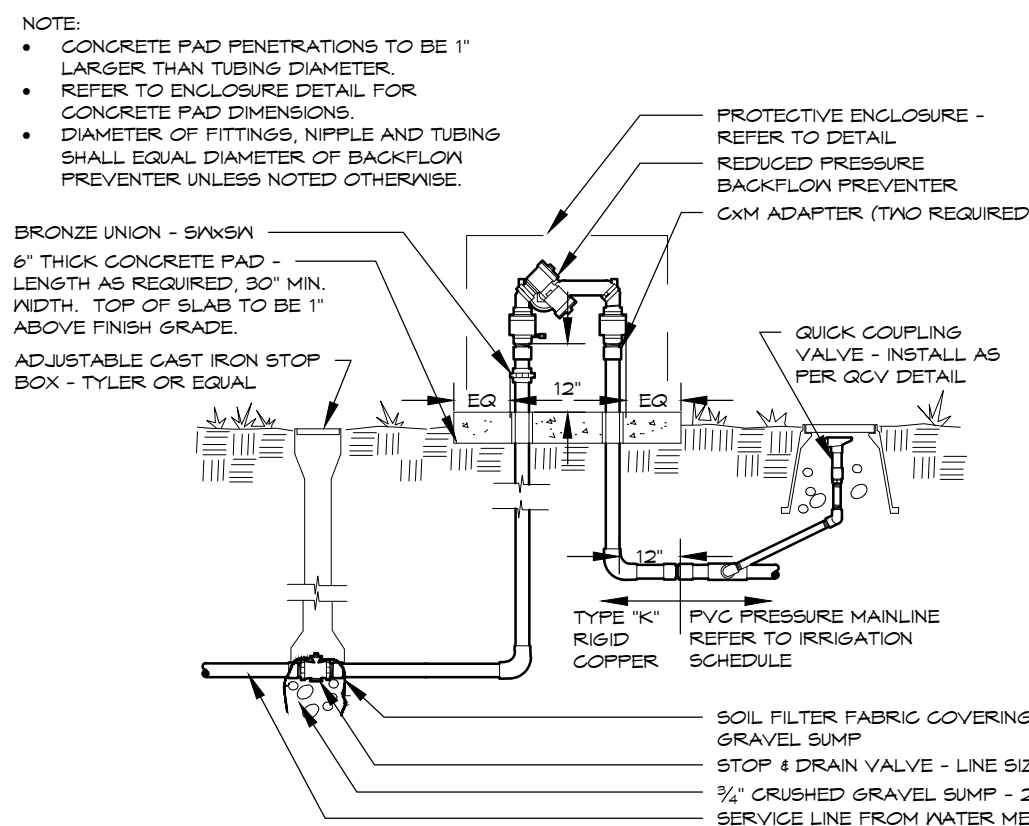
PROJECT NUMBER: 5311

## IRRIGATION DETAILS

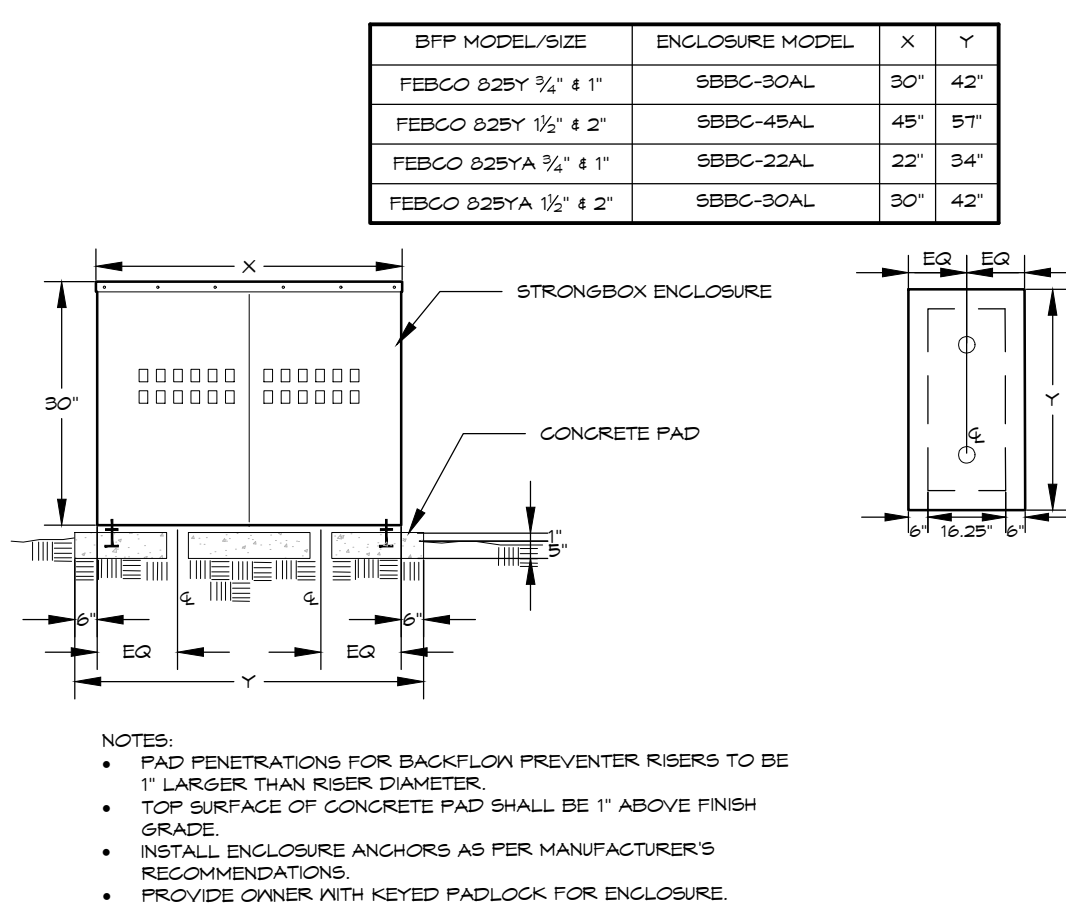
SHEET NUMBER

# IR3.1

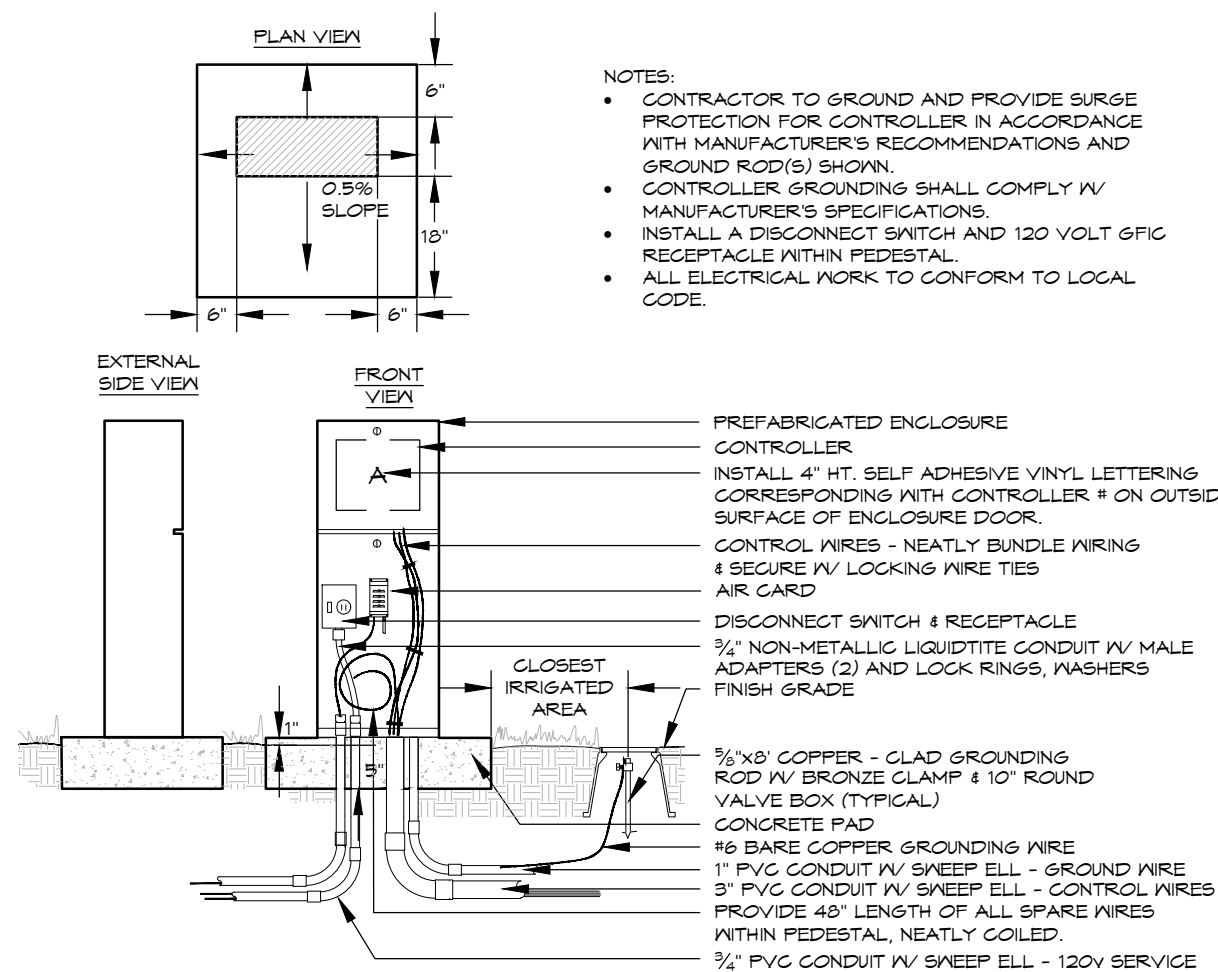
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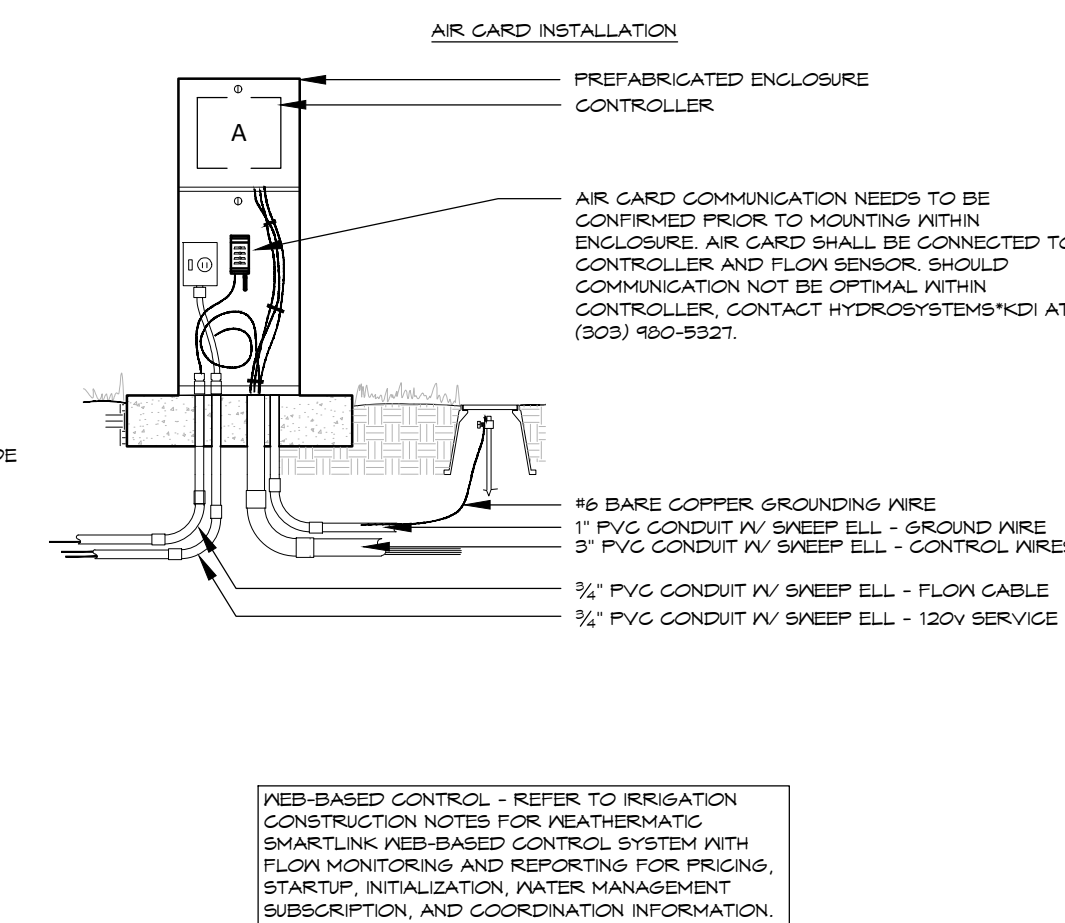
BACKFLOW PREVENTER  
3/4" - 2" SYSTEMS WITH PVC CONNECTION



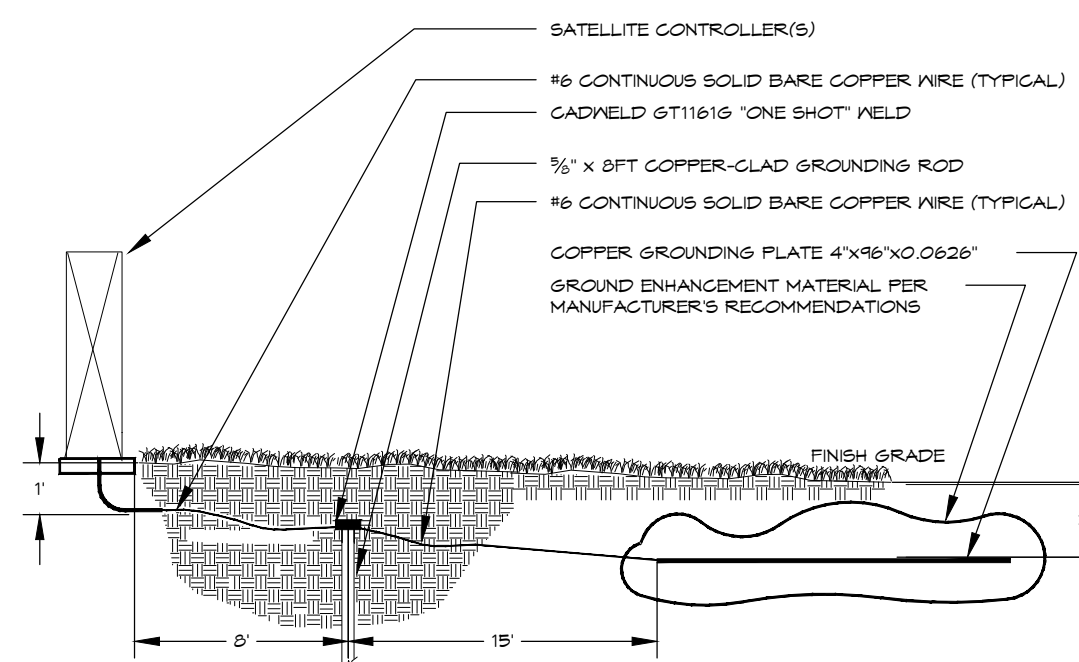
BACKFLOW PREVENTER  
STRONGBOX - 3/4" - 2" SYSTEMS



ELECTRIC CONTROLLER  
PEDESTAL



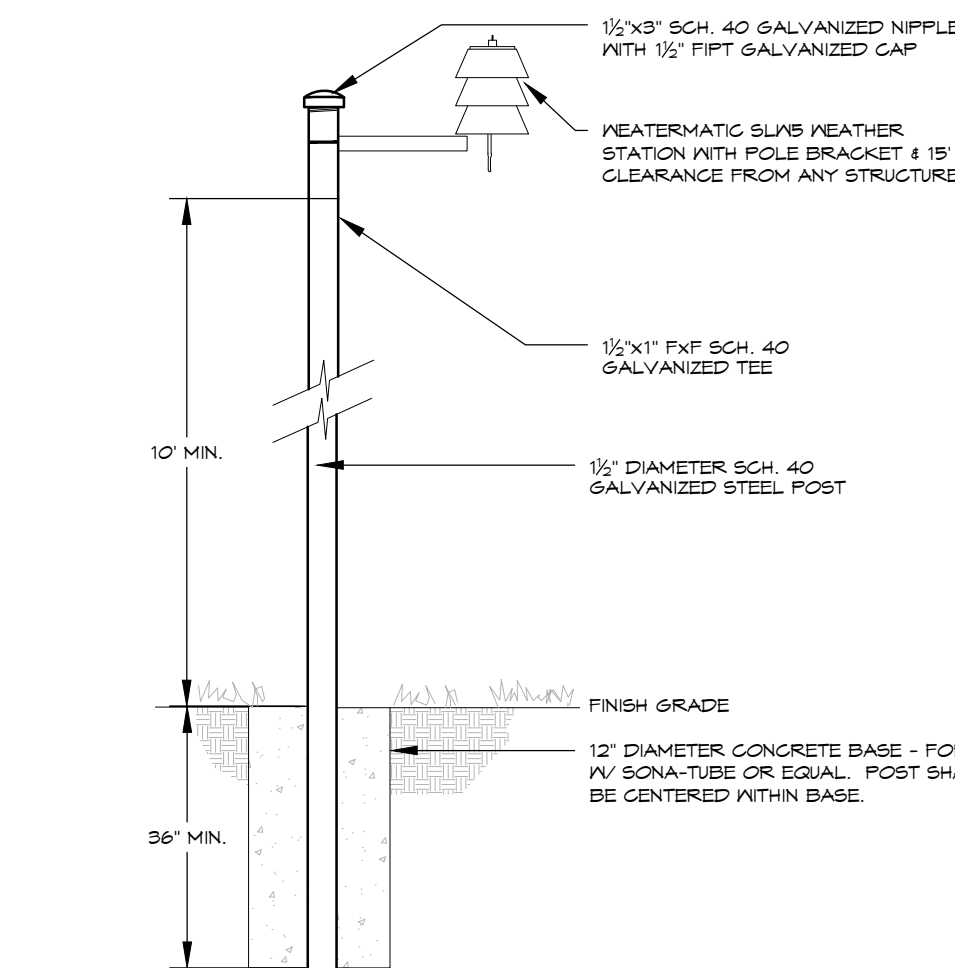
3



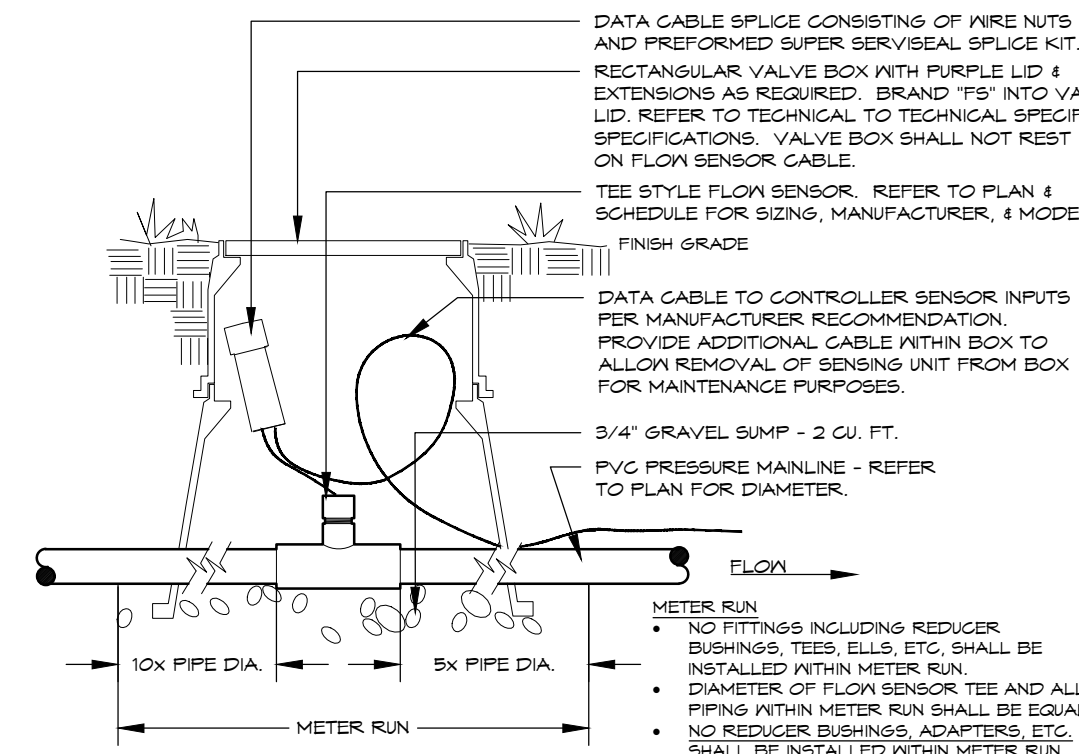
GROUNDING PLATE DESIGN CONSISTS OF ONE VERTICAL 8-FOOT COPPER GLAD GROUNDING ROD (AT LEAST EIGHT FEET FROM THE EQUIPMENT), AND ONE COPPER GROUNDING PLATE PER 40 STATIONS REQUIRING GROUNDING. INSTALL GROUNDING PLATE HORIZONTALLY, THREE FEET DEEP AND 18" FROM THE GROUNDING ROD. SHOULD MULTIPLE RODS/PLATES BE REQUIRED, THEY SHALL BE PLACED AT A MINIMUM OF 3 LINEAR FEET FROM EACH OTHER. REFER TO ASIC STANDARDS FOR MORE INFORMATION.

NOTE: PERFORM CADDYWELD CONNECTION TO GROUNDING ROD(S) AND PLACEMENT OF GROUNDING PLATES IN OWNER'S PRESENCE PRIOR TO BACKFILL.

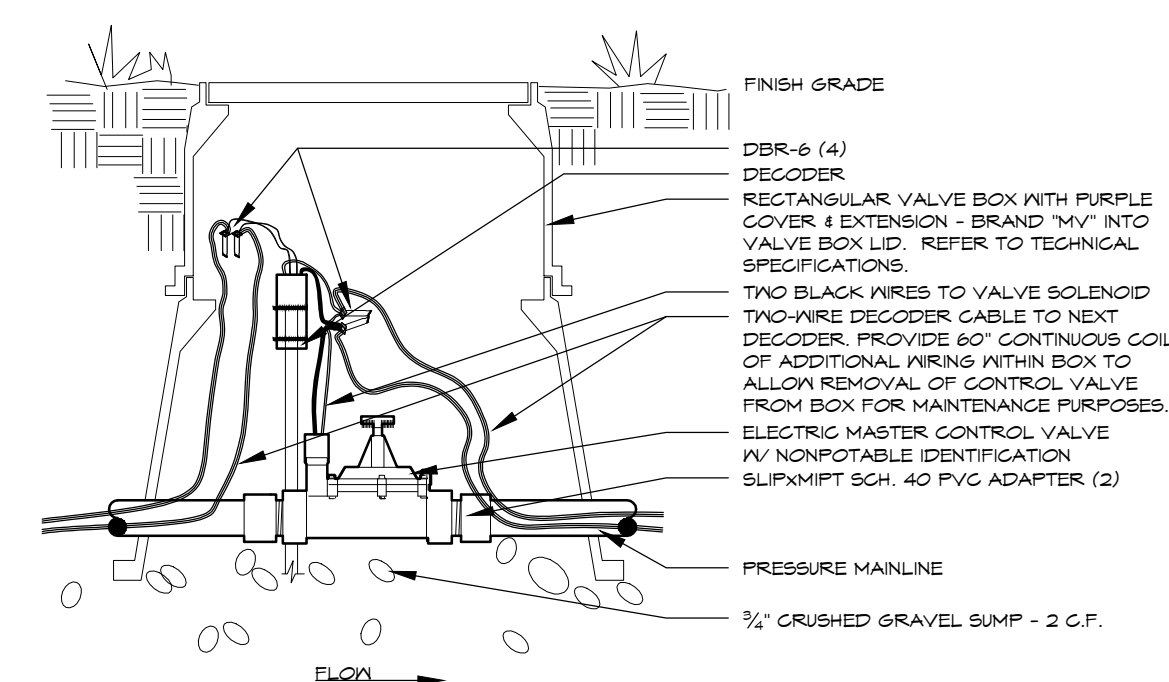
CONTROLLER GROUNDING



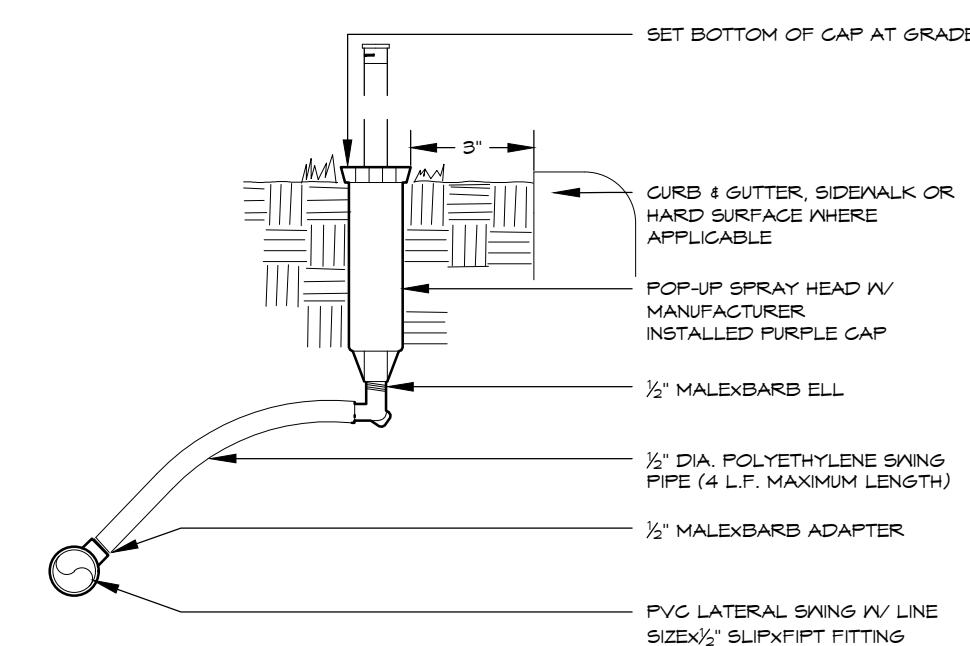
WEATHER SENSOR  
Pole Mounted - Wireless



FLOW SENSOR  
TEE STYLE - NON-POTABLE



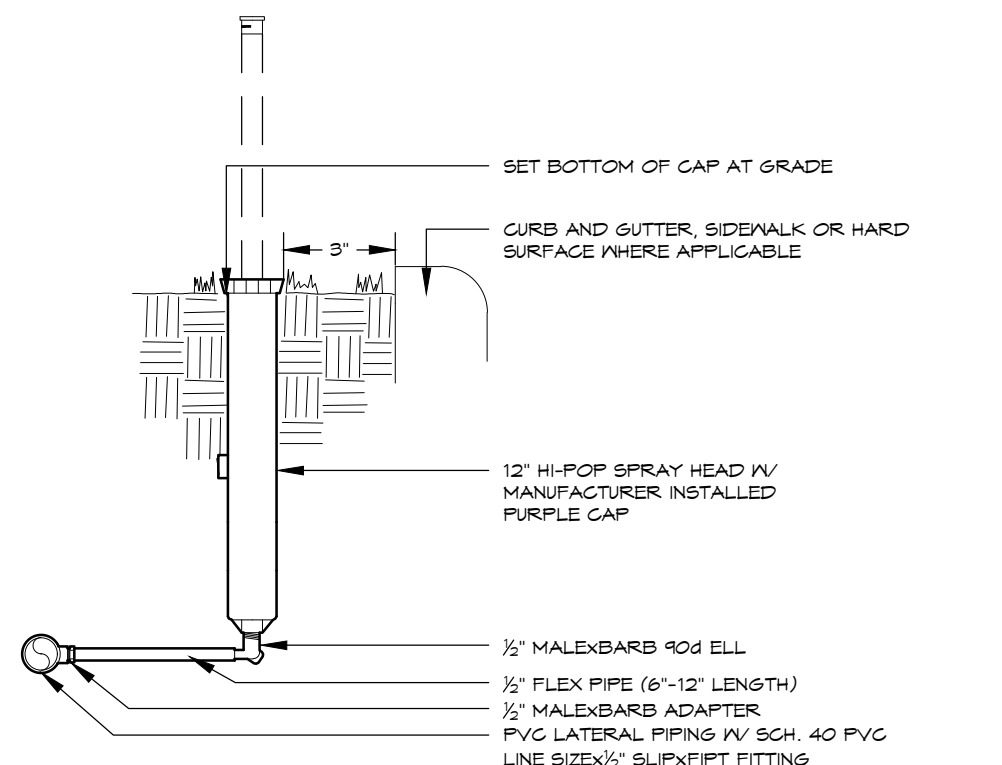
MASTER VALVE  
VIA DECODER - TAPS 2" & SMALLER - NON-POTABLE



NOTE:

- SET HEAD PERPENDICULAR TO FINISH GRADE.
- APPLY TEFLON TAPE TO MALE PVC THREADED FITTINGS. INLET ONLY.
- DOUBLE CLAMP 1/2" & 2" DIAMETER FITTINGS.

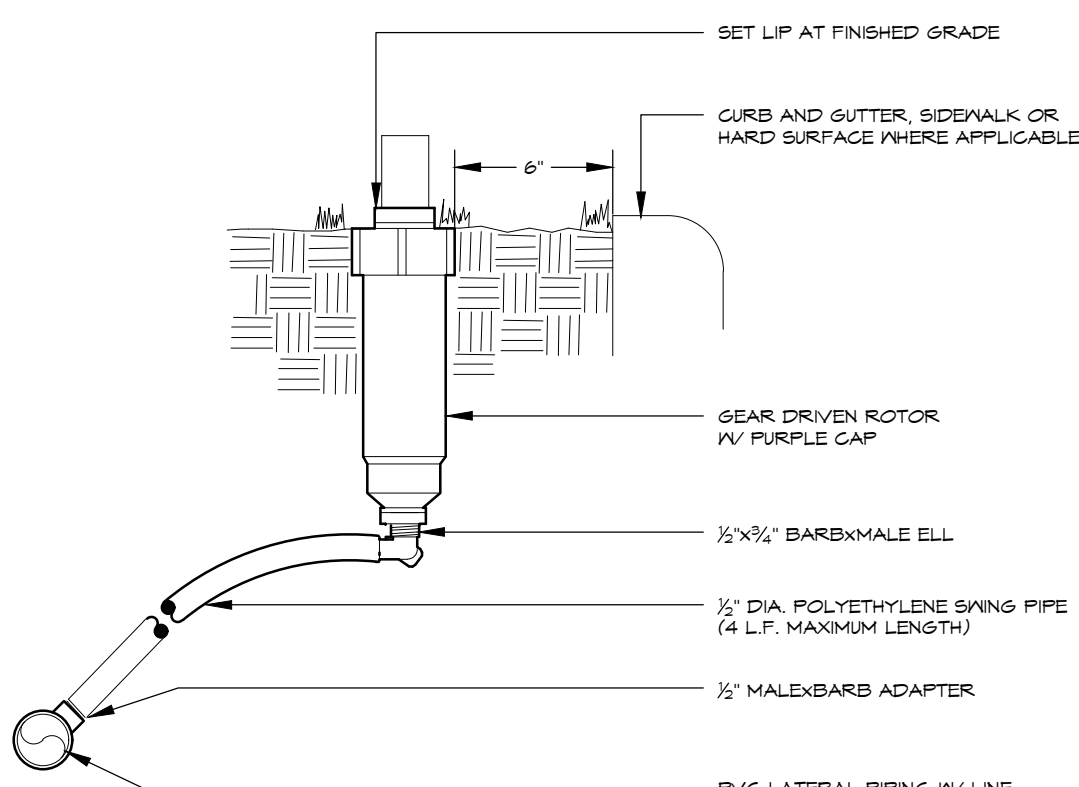
POP-UP SPRAY HEAD



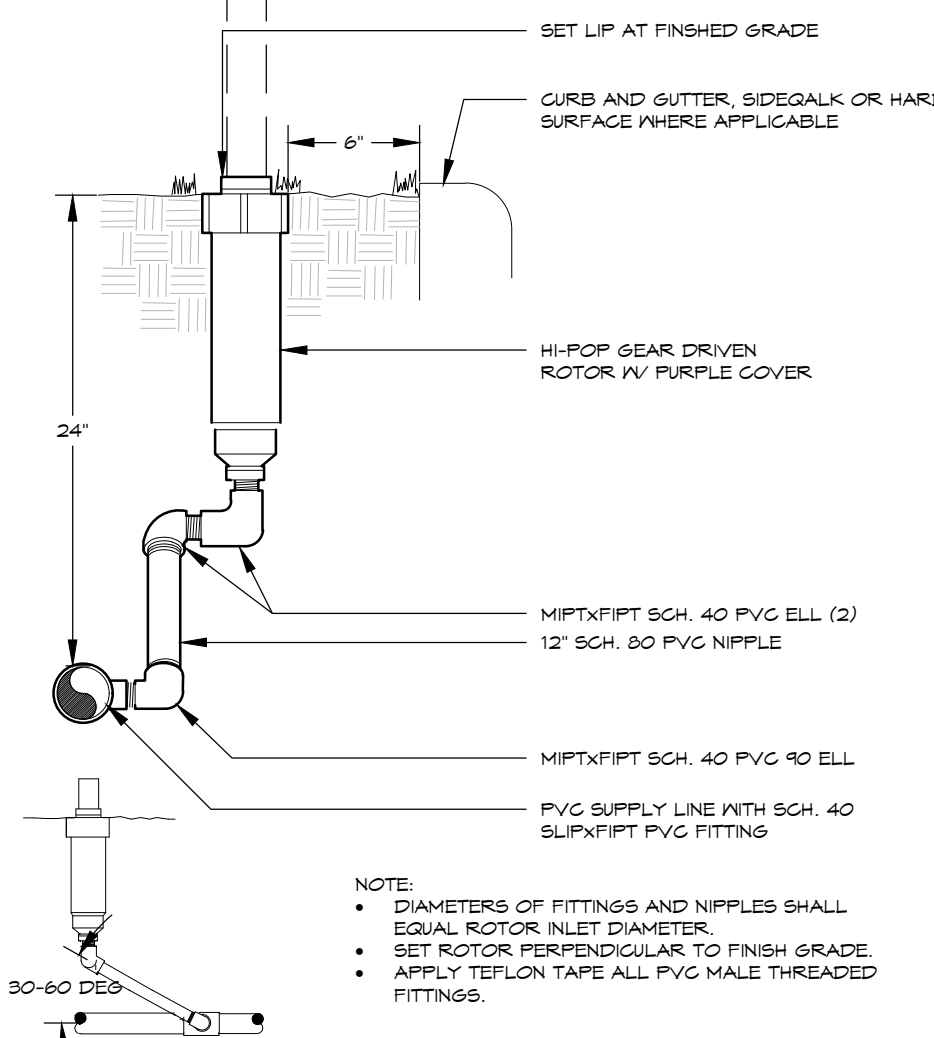
NOTE:

- SET HEAD PERPENDICULAR TO FINISH GRADE SINKING.
- FLEX PIPE SHALL BE ATTACHED TO BOTTOM SPRAY HEAD INLET ONLY.
- APPLY TEFLON TAPE TO ALL MALE PVC THREADED FITTINGS AND NIPPLES.

HI-POP SPRAY HEAD



GEAR DRIVEN ROTOR



HI-POP GEAR DRIVEN ROTOR

11



DIRECTORY

IRRIGATION NOTES

IR1.1

IRRIGATION SCHEDULE

IR1.1

IRRIGATION PLANS

IR2.1 - IR2.8

IRRIGATION DETAILS

IR3.1 - IR3.3

Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
IRRIGATION  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 44 of 58



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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.07.2019                  |
| Revision 3:          |                             |

Sheet 44 of 58

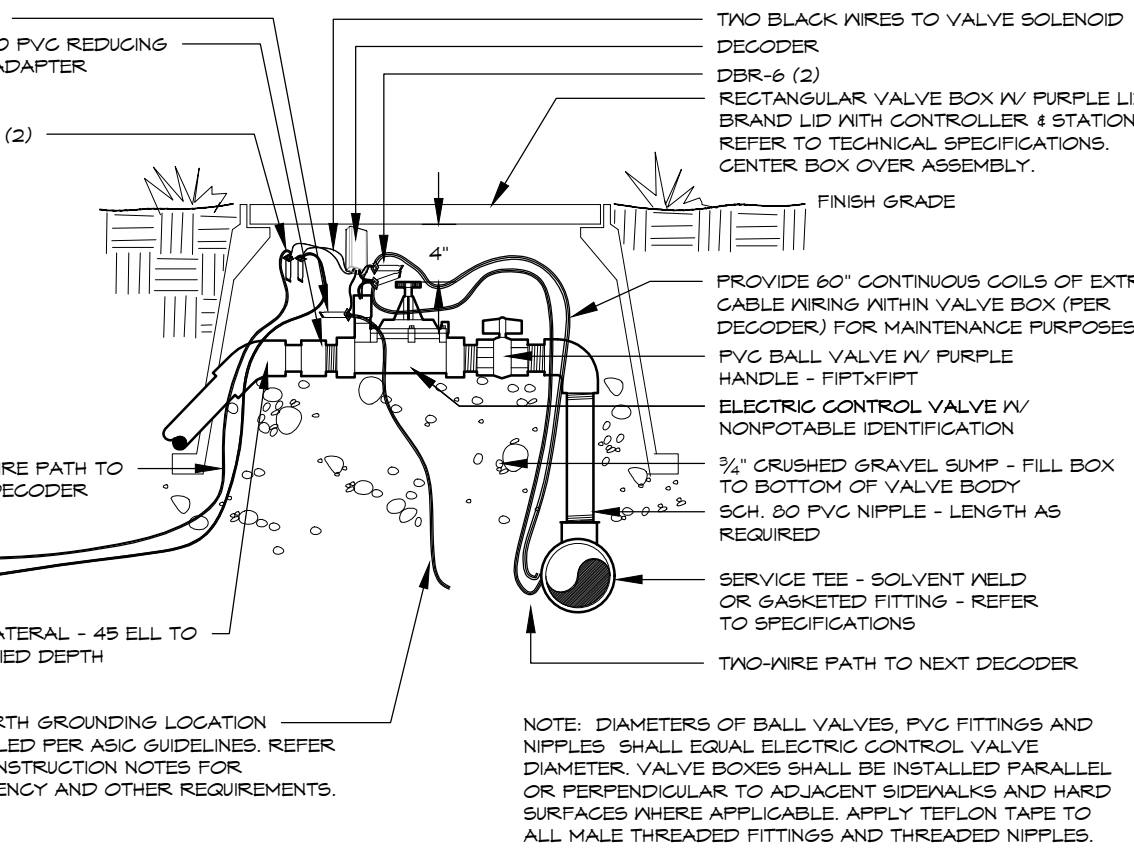
PROJECT NUMBER: 5311

IRRIGATION  
DETAILS

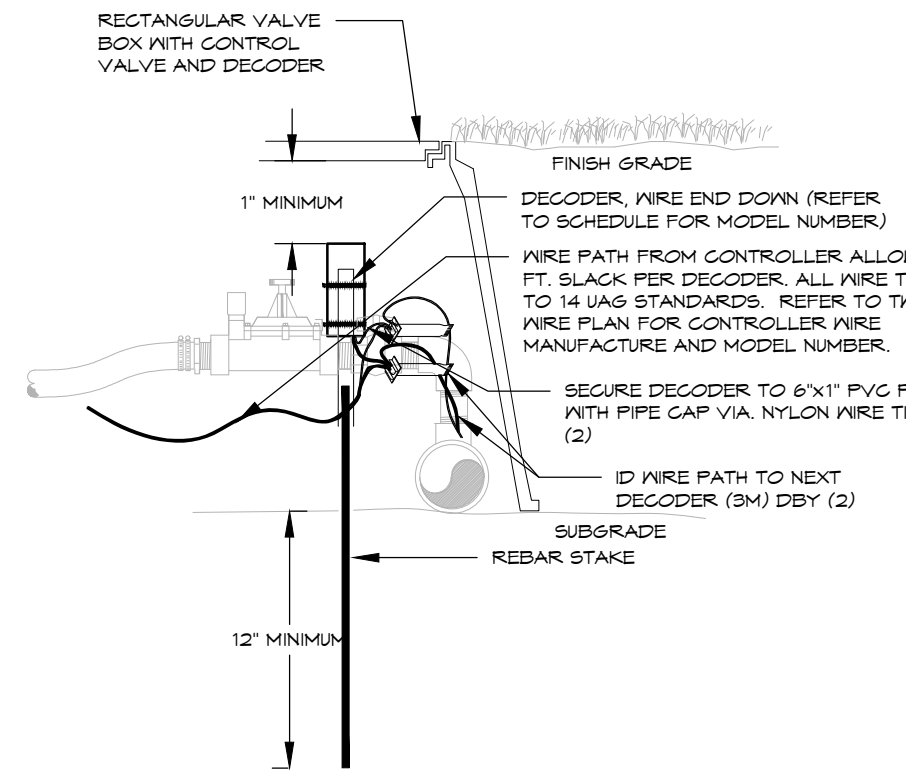
SHEET NUMBER

IR3.2

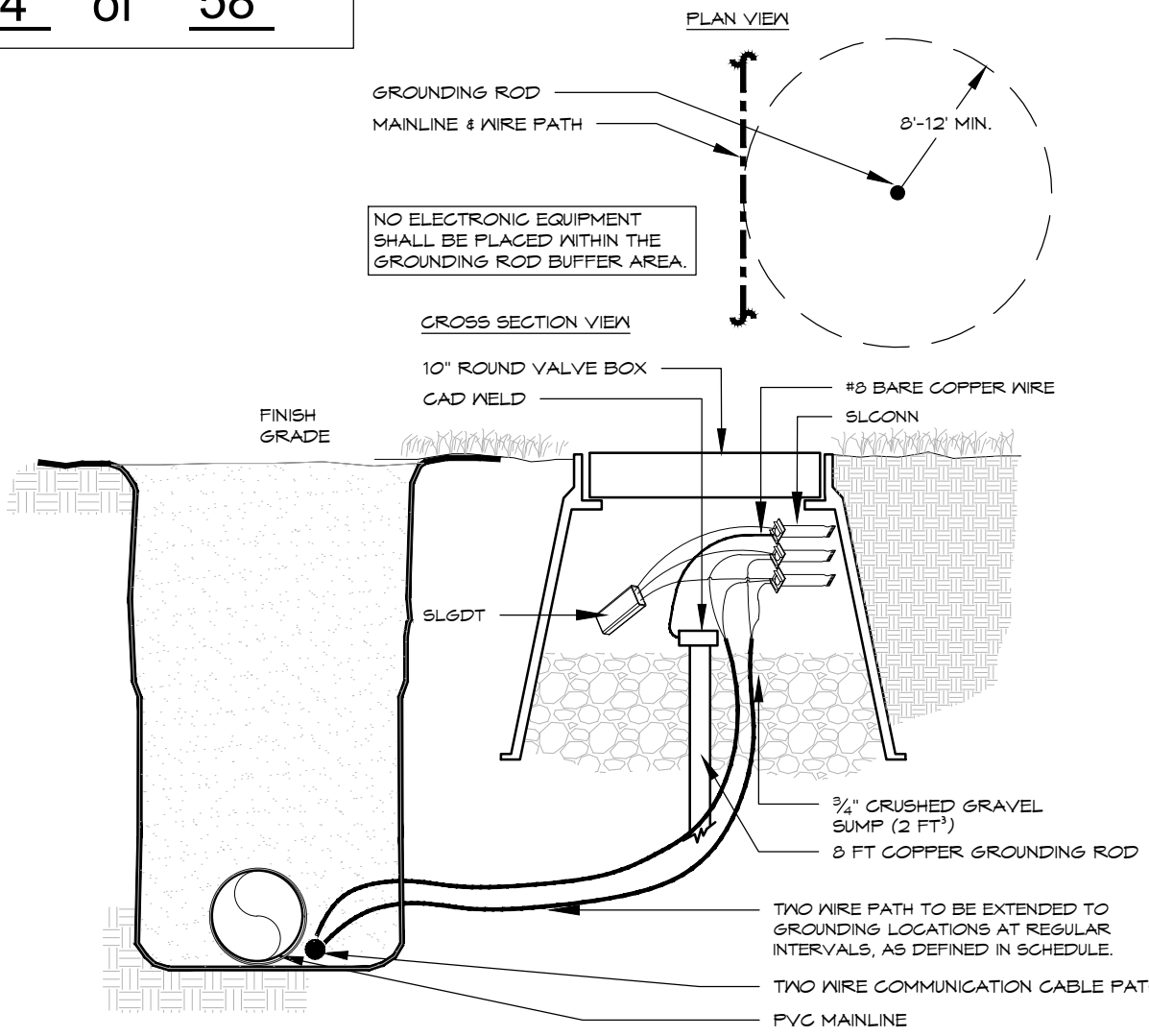
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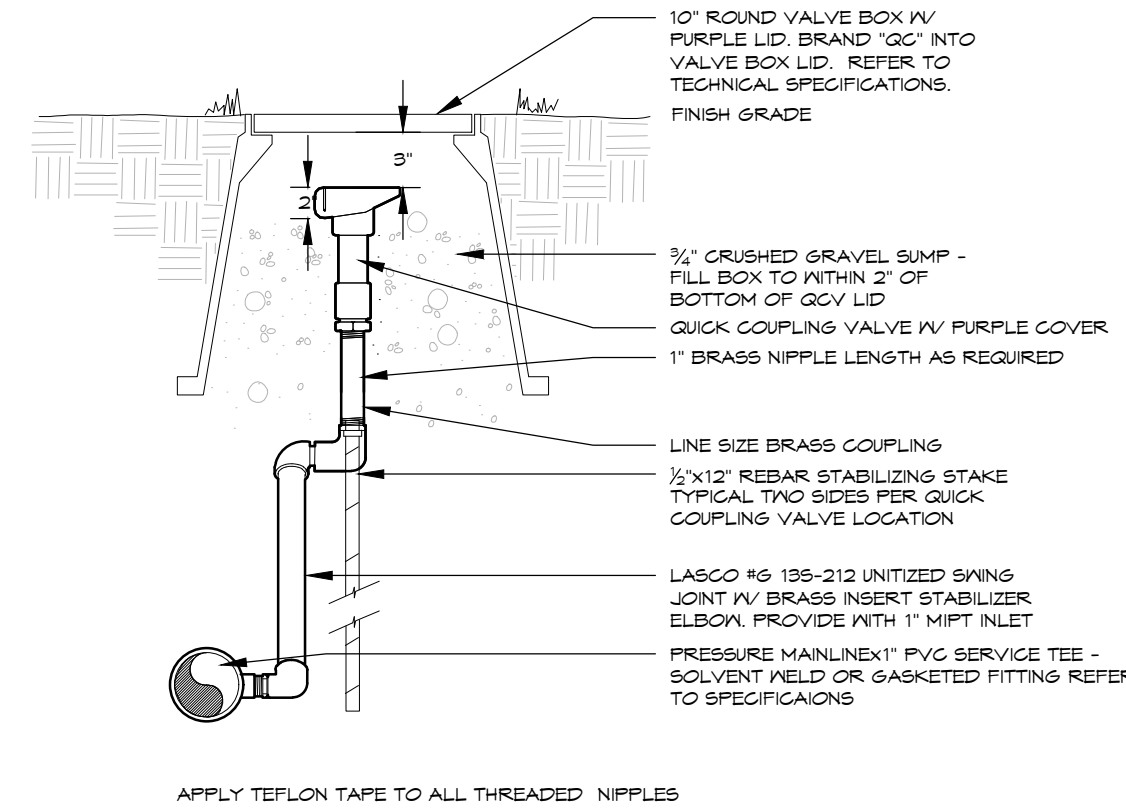
ELECTRIC CONTROL VALVE  
TWO-WIRE SYSTEM - PVC PIPE - NON-POTABLE



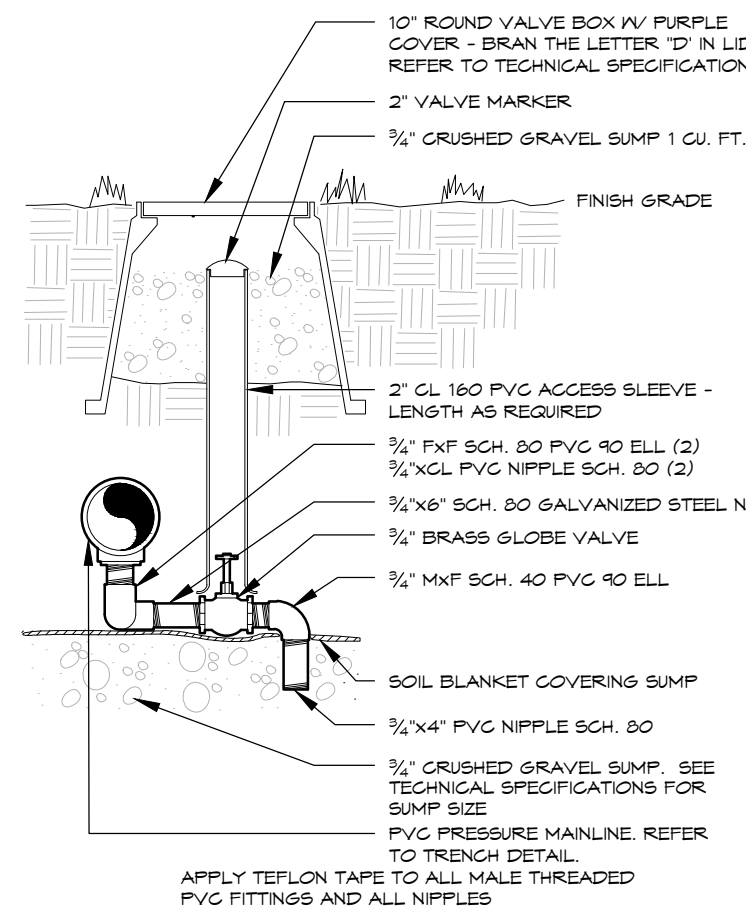
DECODER INSTALLATION  
TWO-WIRE SYSTEM



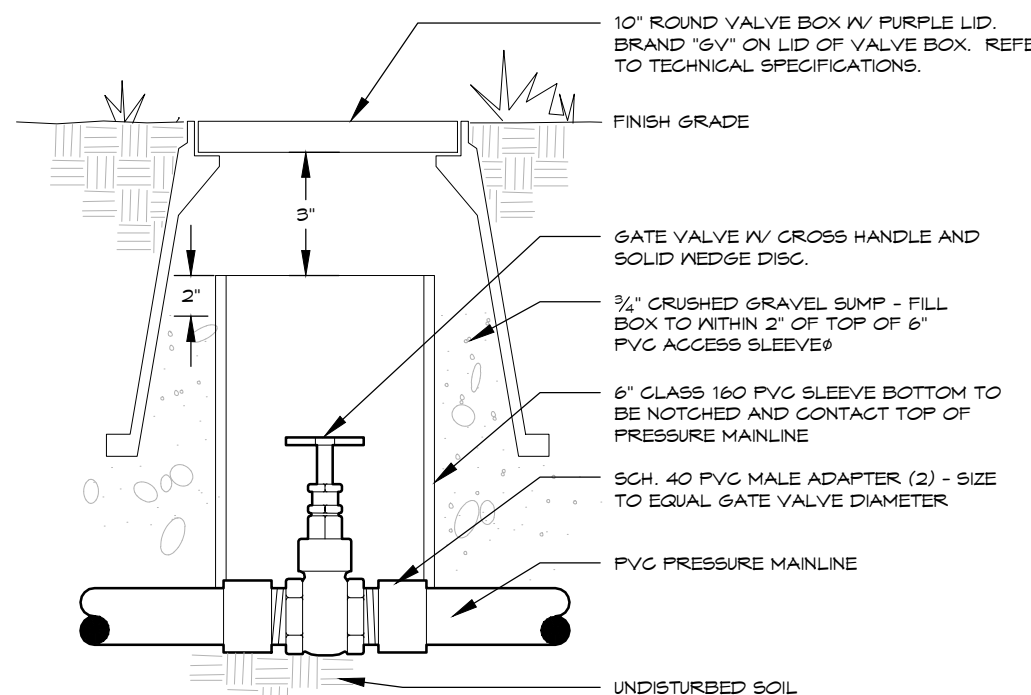
DECODER GROUNDING  
VIA GROUNDING ROD



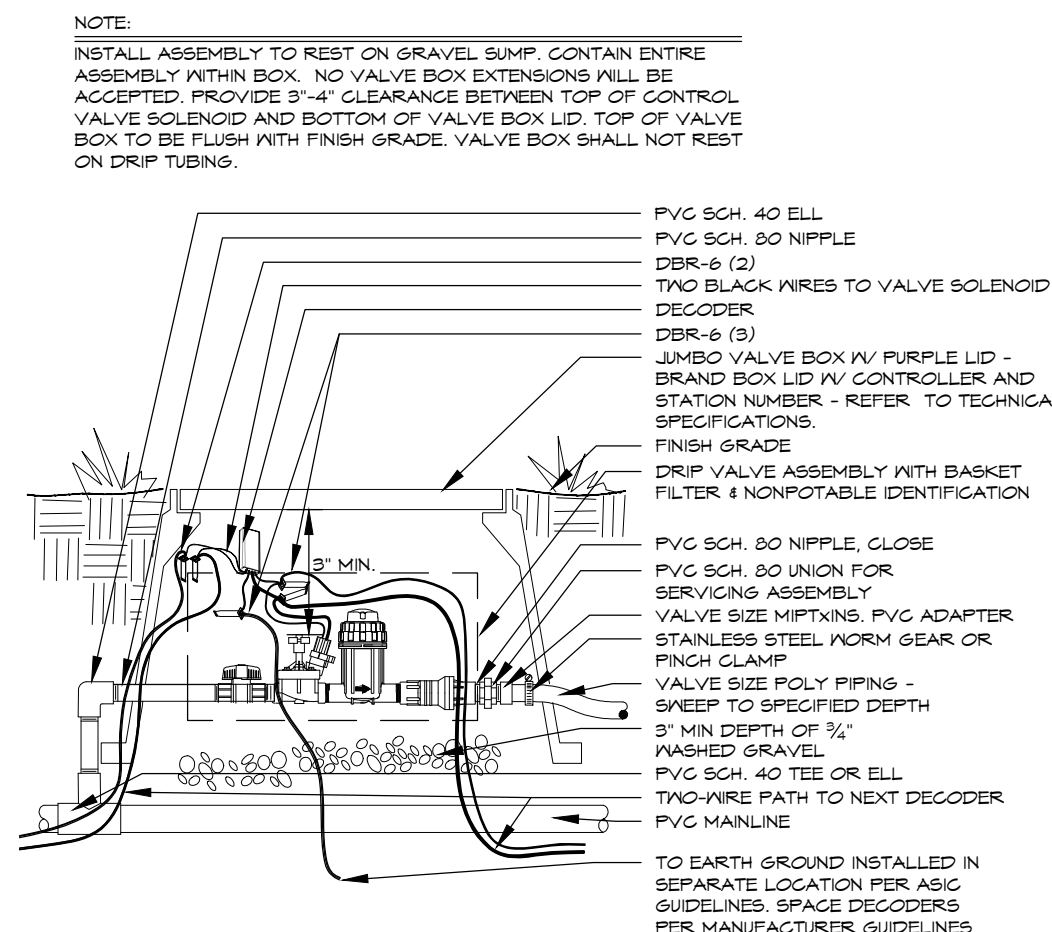
QUICK COUPLING VALVE



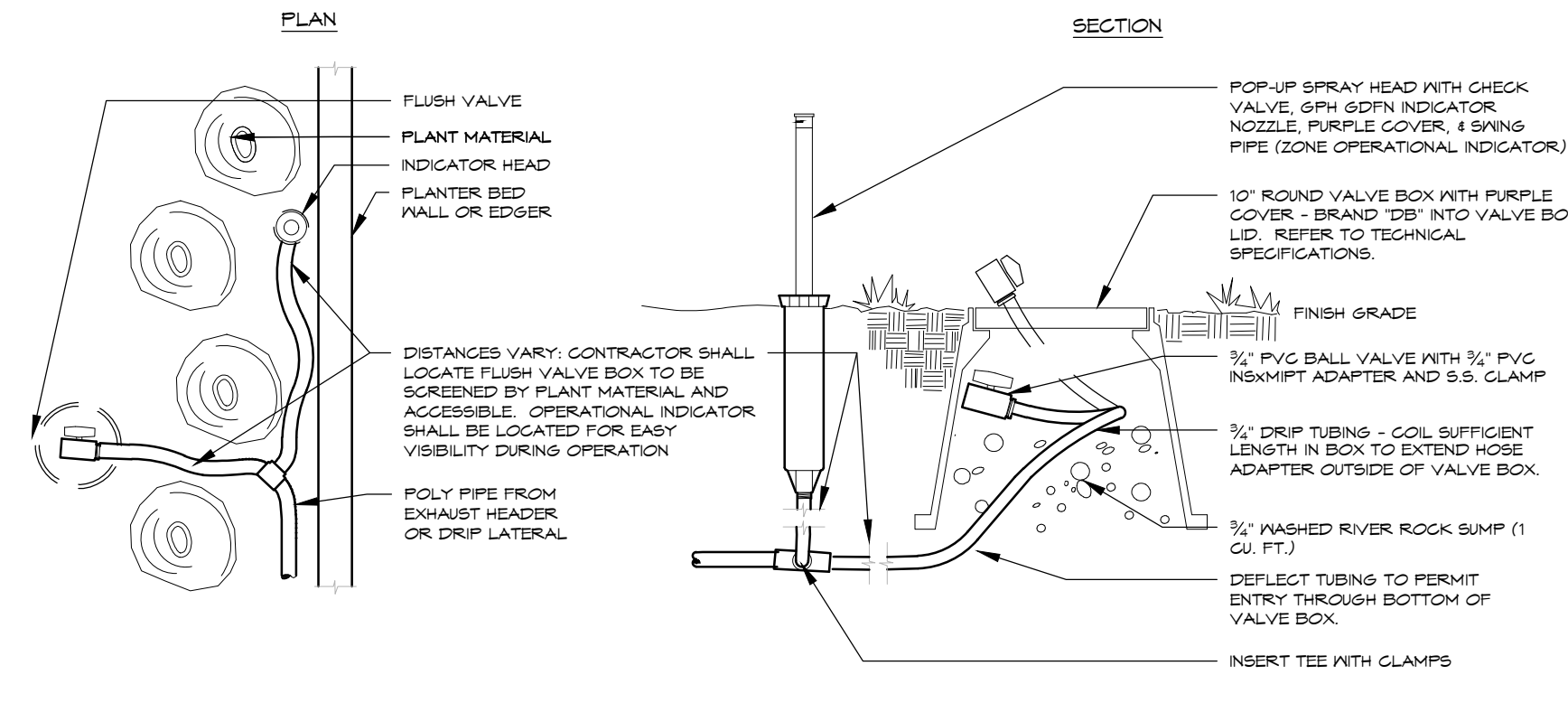
MANUAL DRAIN VALVE



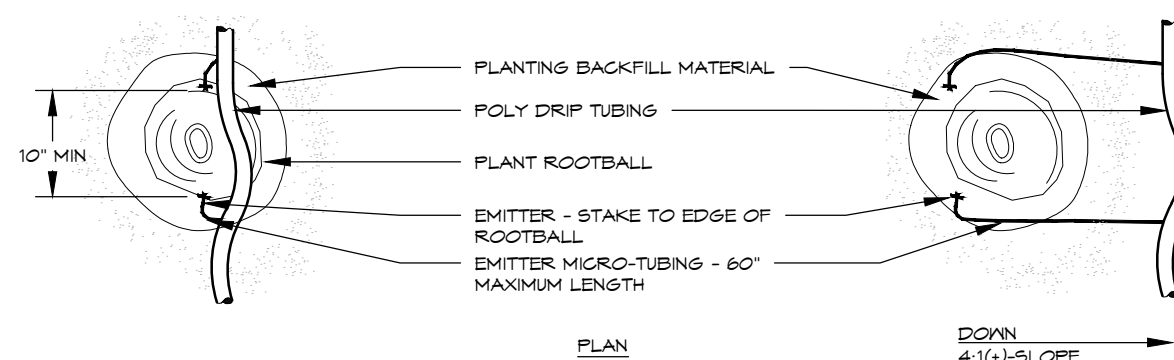
GATE VALVE



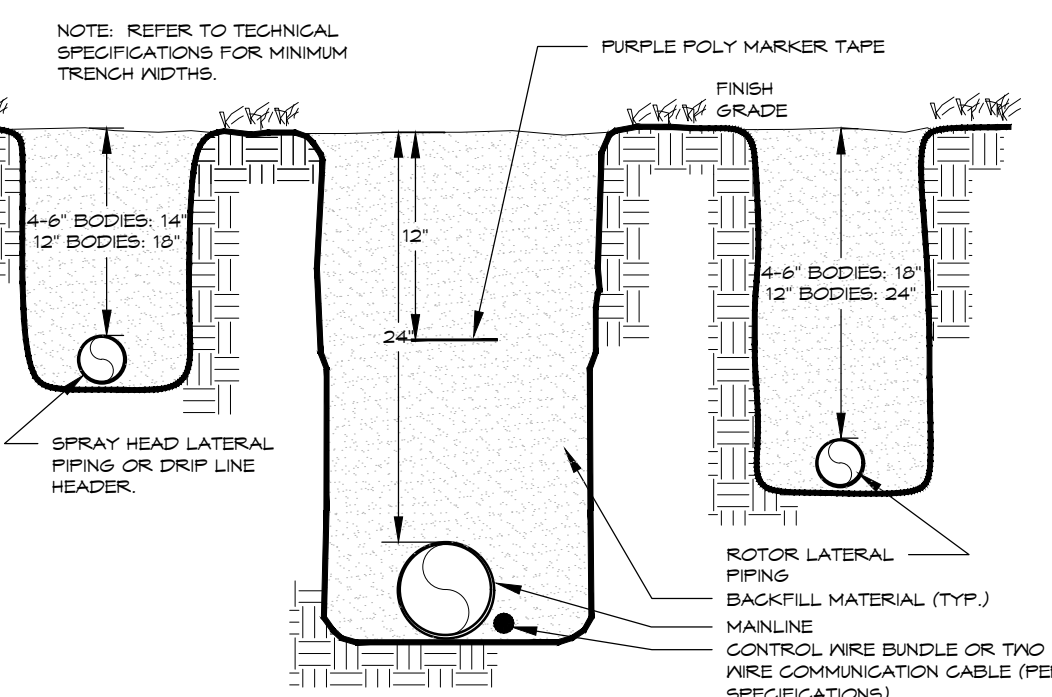
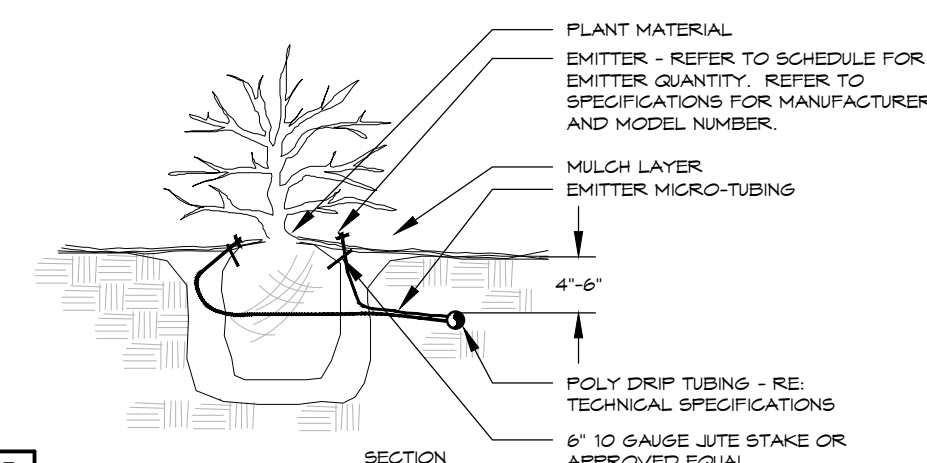
DRIP VALVE  
TWO-WIRE SYSTEM - BASKET - POLY PIPE -  
NON-POTABLE



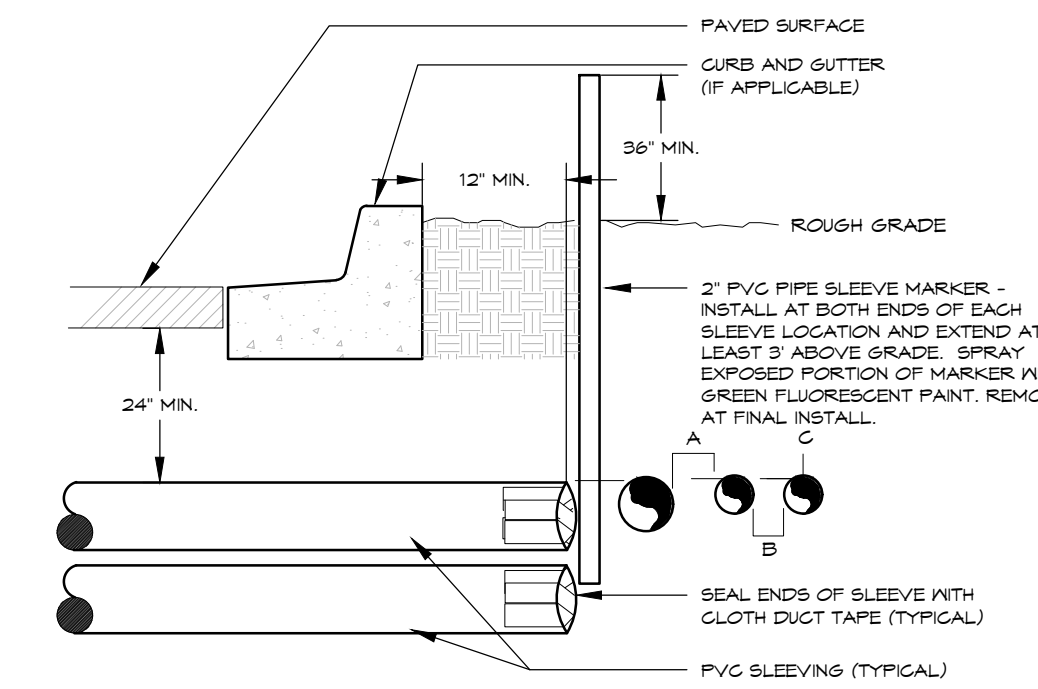
DRIP FLUSH VALVE  
WITH OPERATIONAL INDICATOR - NONPOTABLE



DRIP EMITTER  
BELOW GRADE



TRENCH  
24\"/>



IRRIGATION SLEEVING

Jun 06 2019 10:26am  
T:\98004680\Barefoot Lakes Filing 4\Barefoot Lakes Filing 4-IRR-CD.dwg



DIRECTORY  
IRRIGATION NOTES IR1.1  
IRRIGATION SCHEDULE IR1.1  
IRRIGATION PLANS IR2.1 - IR2.8  
IRRIGATION DETAILS IR3.1 - IR3.3

Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
IRRIGATION  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 45 of 58



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# BAREFOOT LAKES - FILING NO. 4

## FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

### FIRESTONE INFORMATION BLOCK

### BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.07.2019                  |
| Revision 3:          |                             |

Sheet 45 of 58

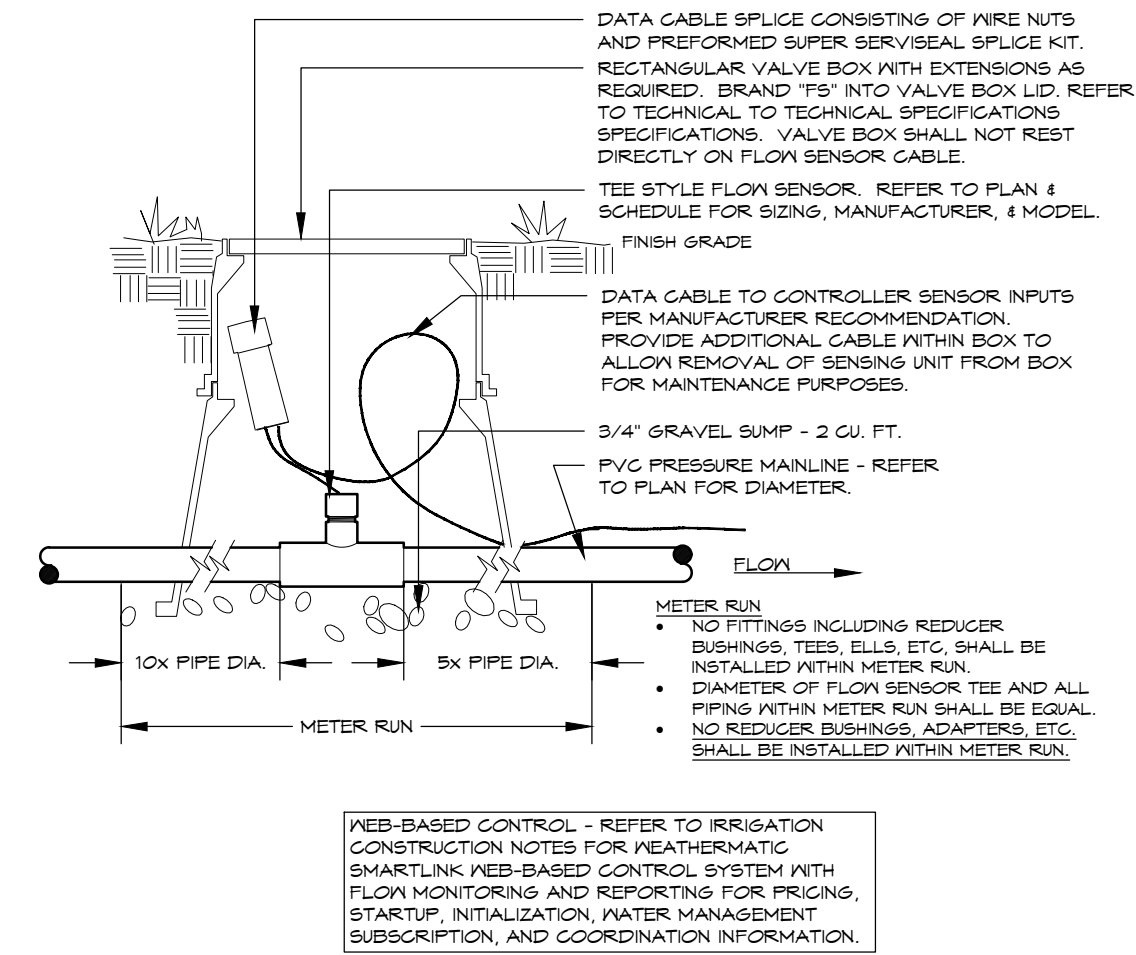
PROJECT NUMBER: 5311

## IRRIGATION DETAILS

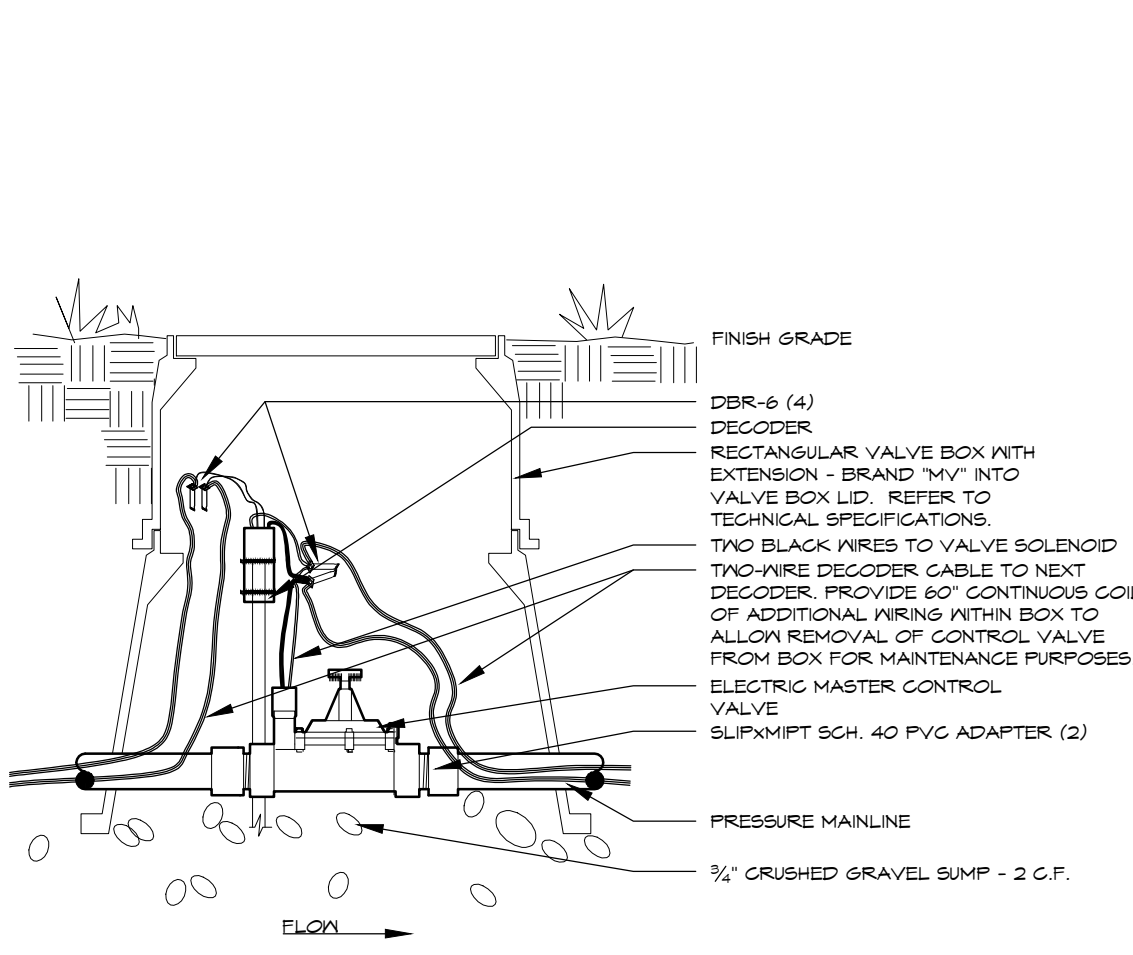
SHEET NUMBER

# IR3.3

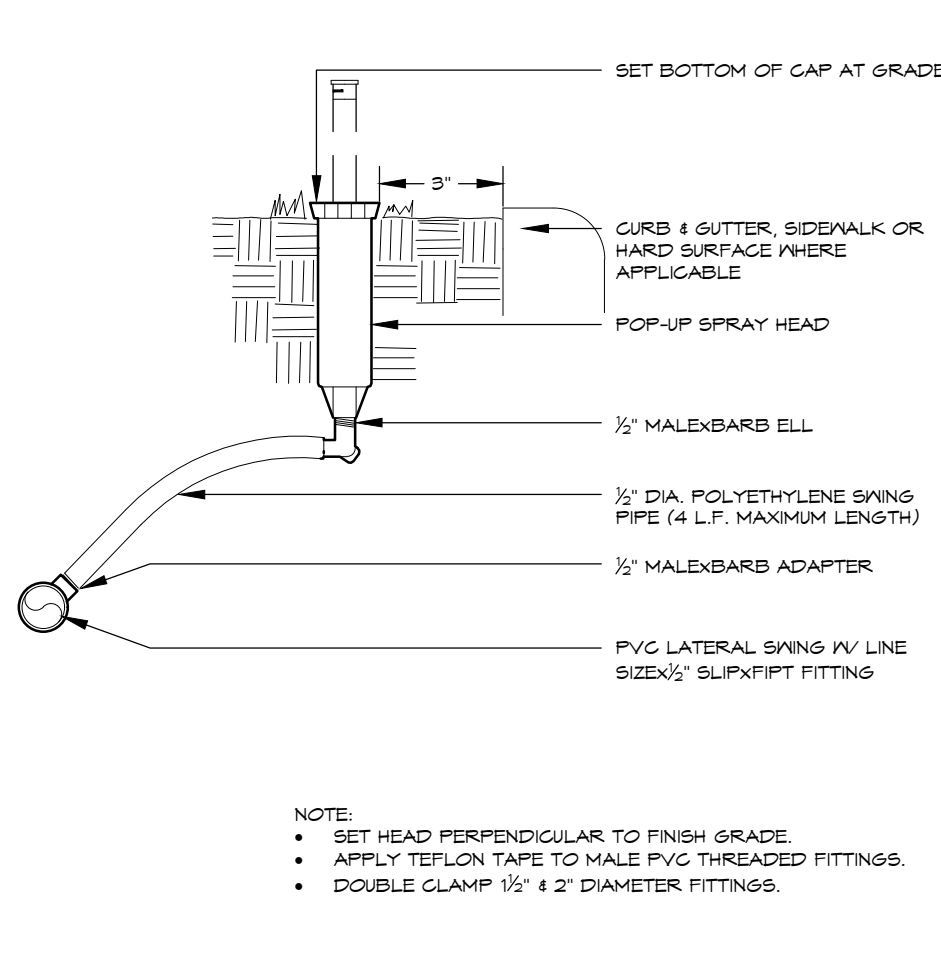
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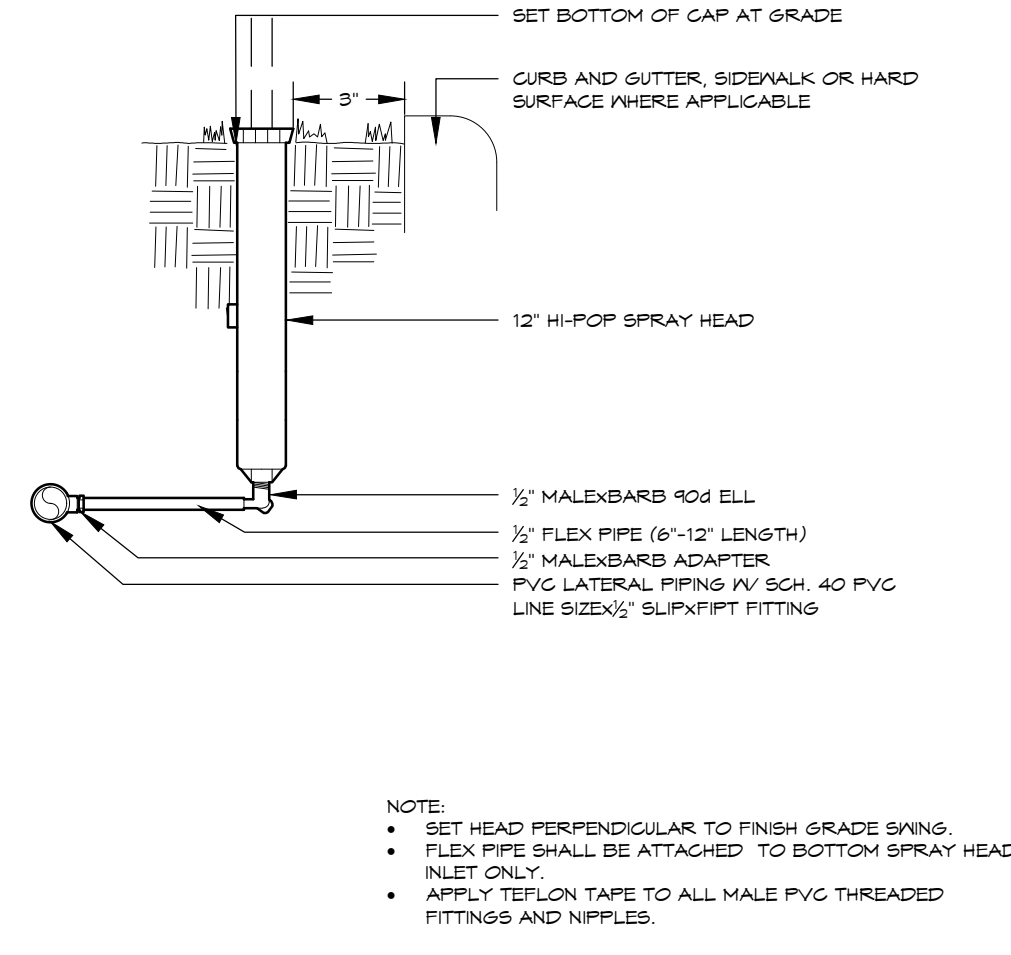
FLOW SENSOR  
TEE STYLE



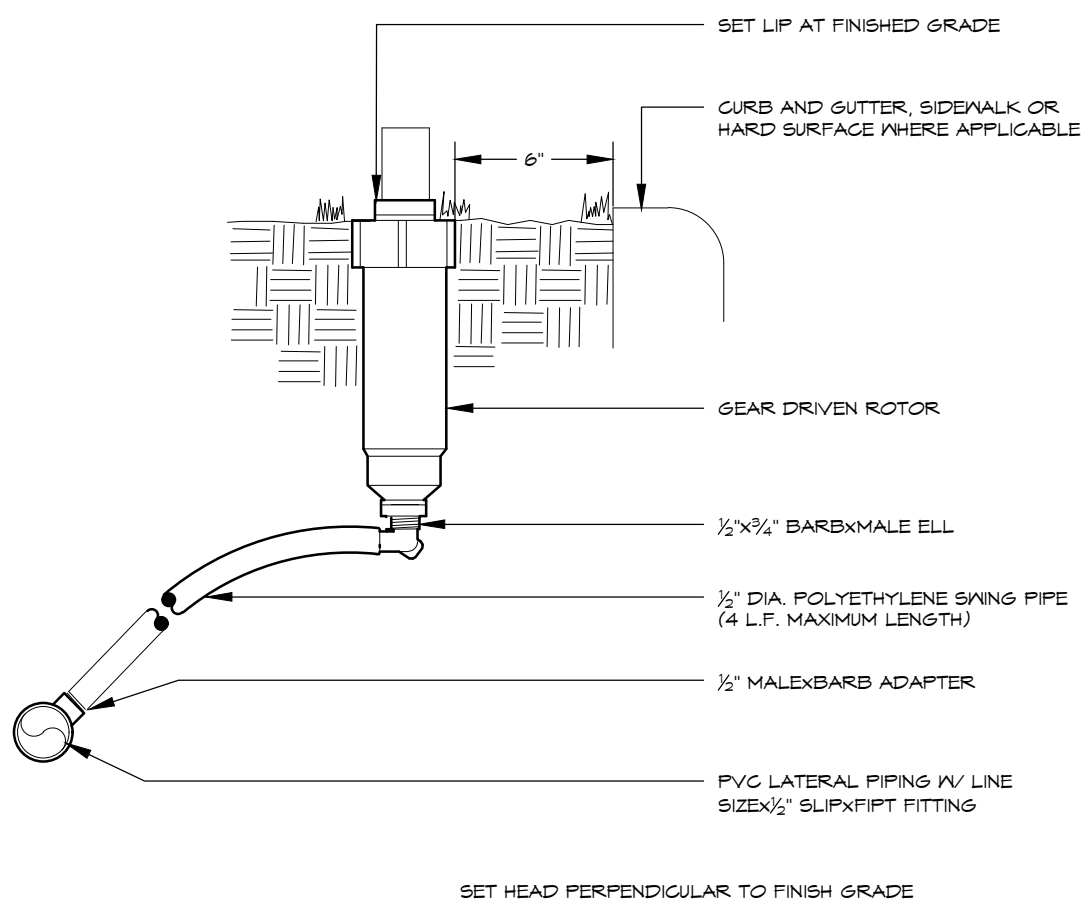
MASTER VALVE  
VIA DECODER - TAPS 2" & SMALLER



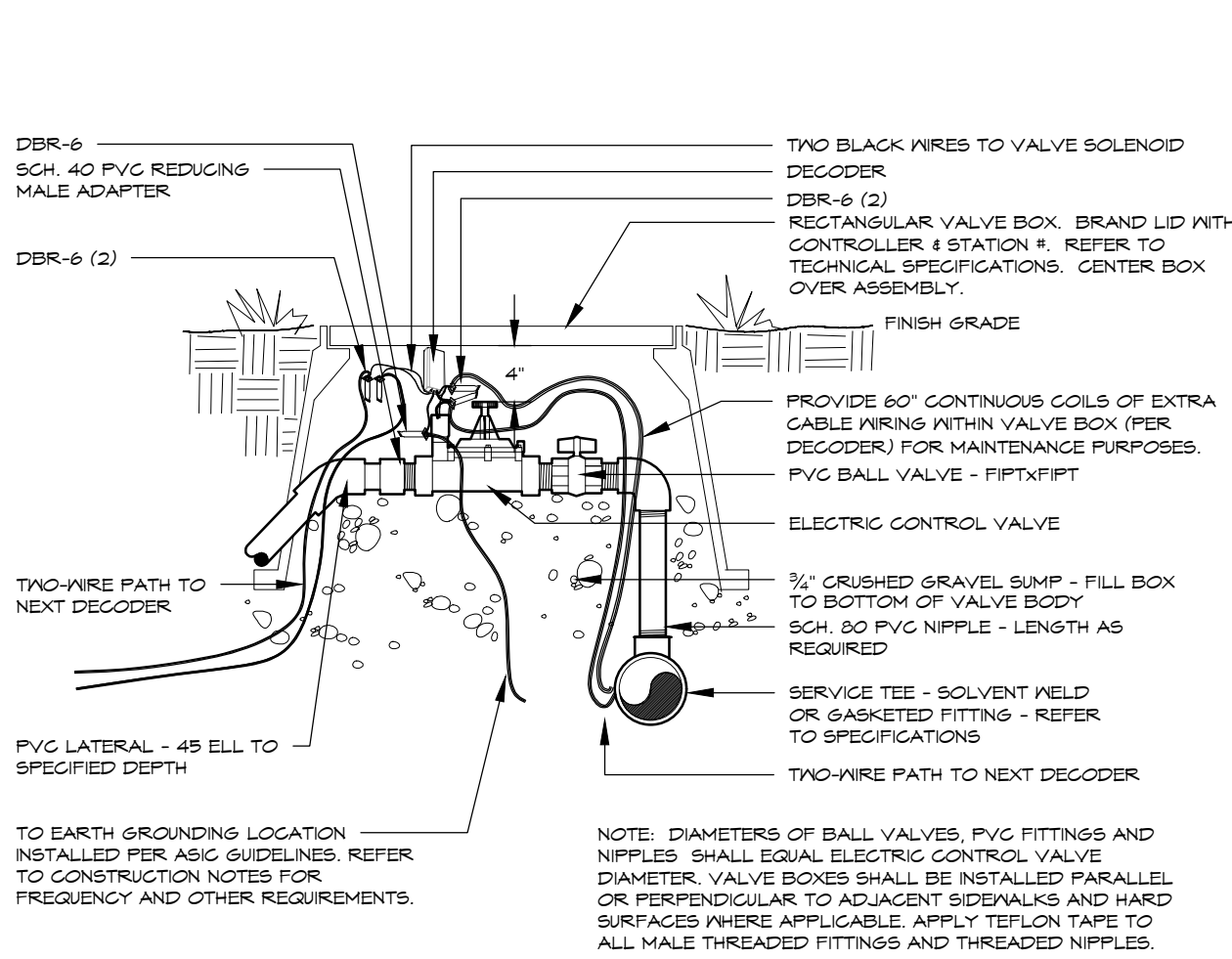
POP-UP SPRAY HEAD



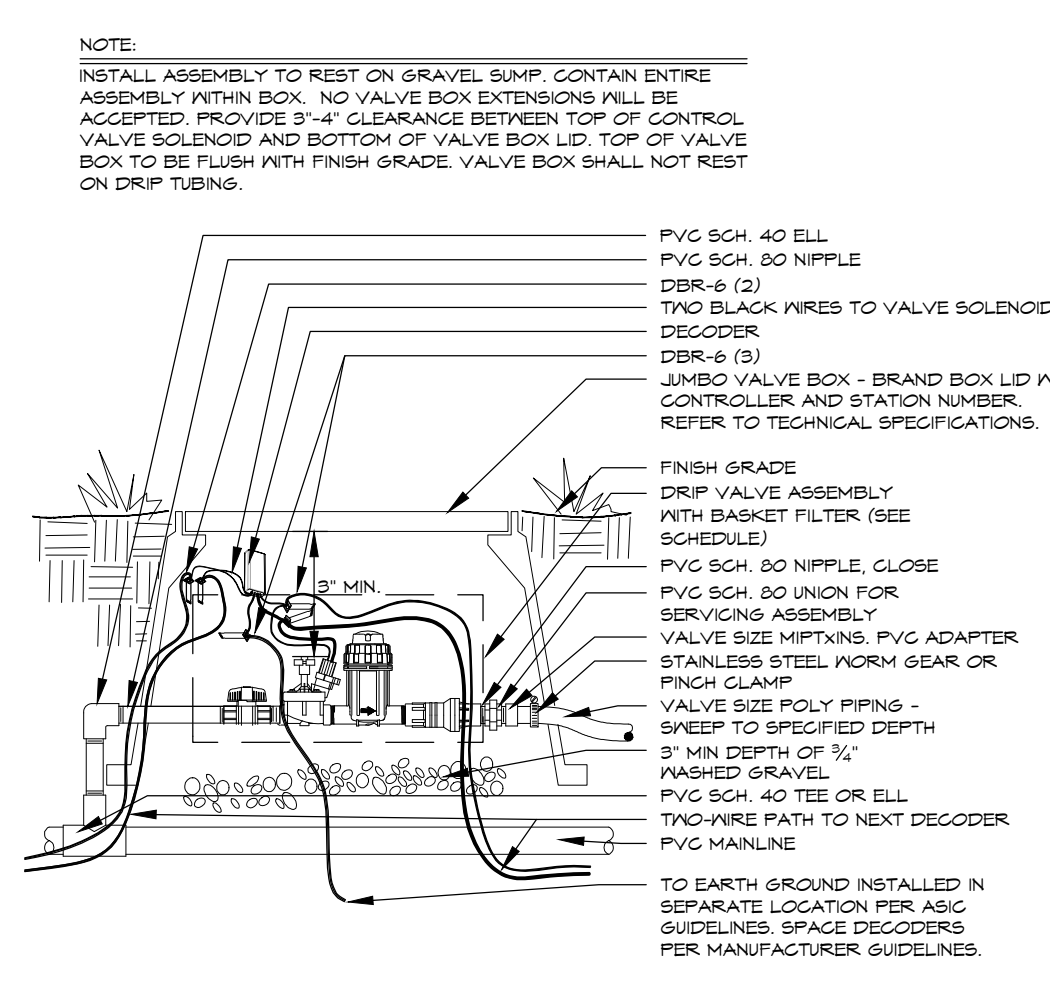
HI-POP SPRAY HEAD



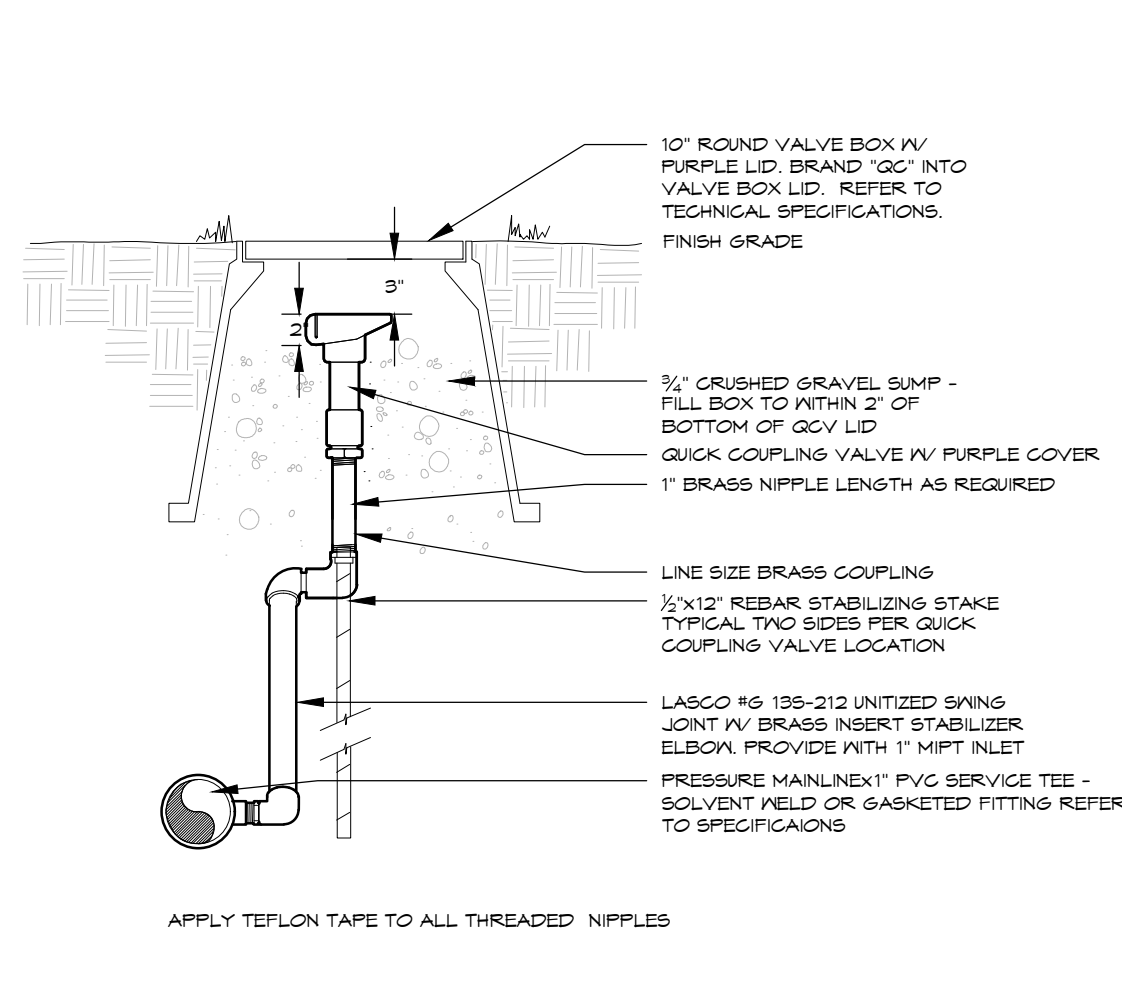
GEAR DRIVEN ROTOR



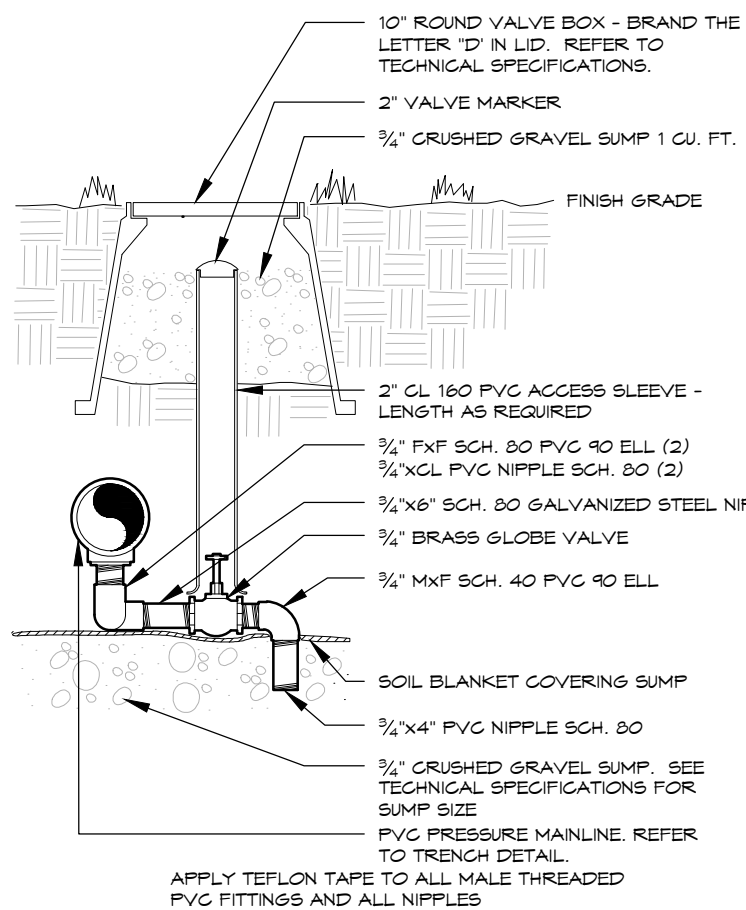
ELECTRIC CONTROL VALVE  
TWO-WIRE SYSTEM - PVC PIPE



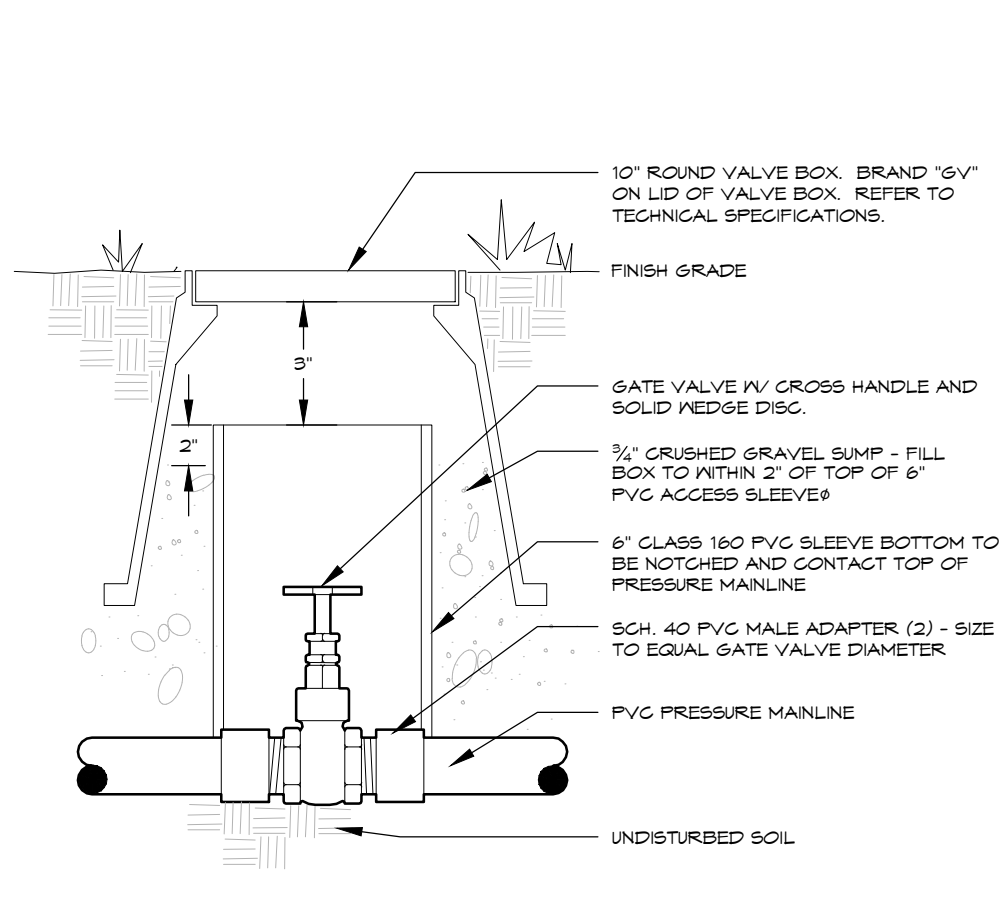
DRIP VALVE  
TWO-WIRE SYSTEM - BASKET - POLY PIPE



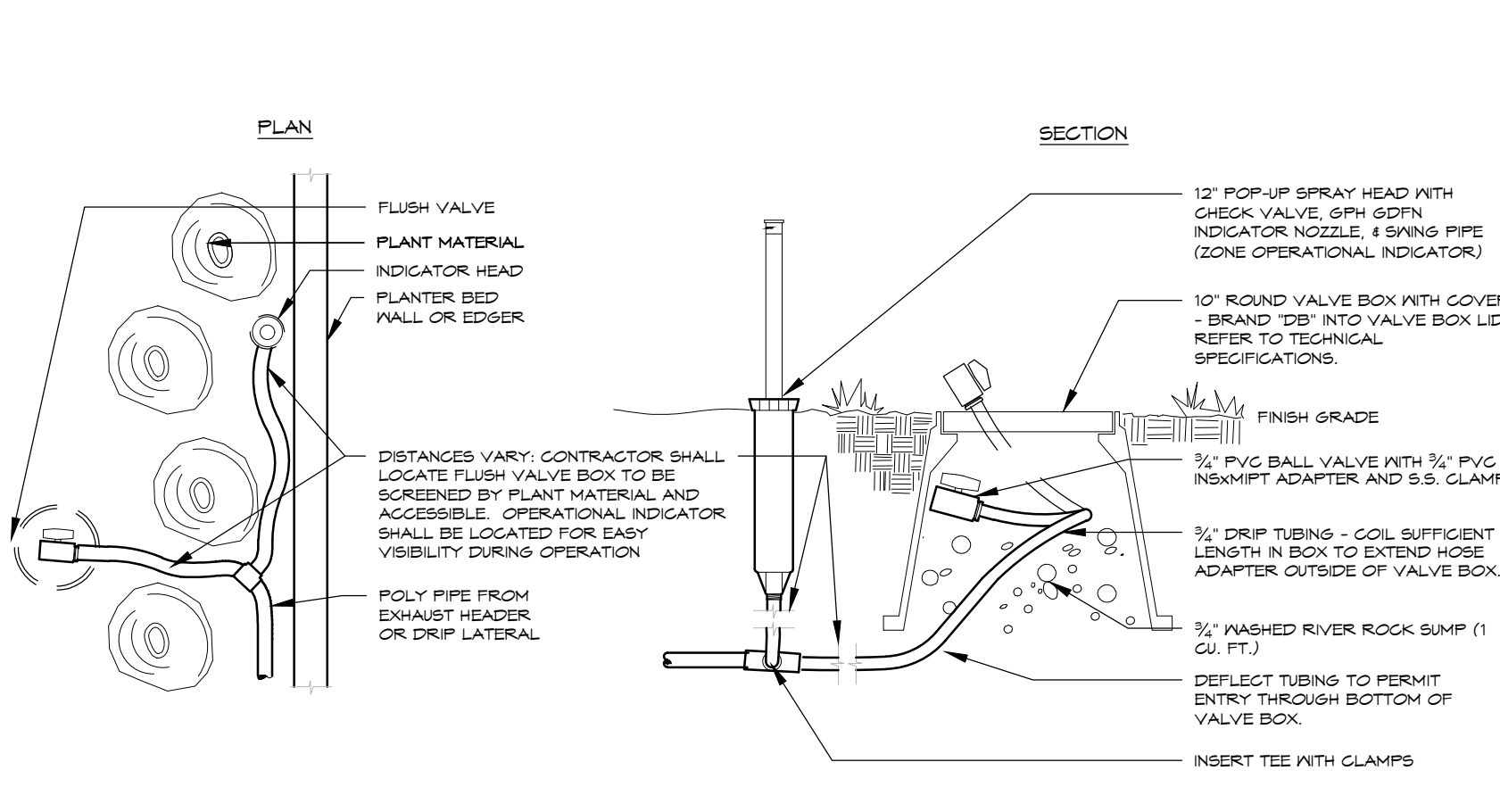
QUICK COUPLING VALVE



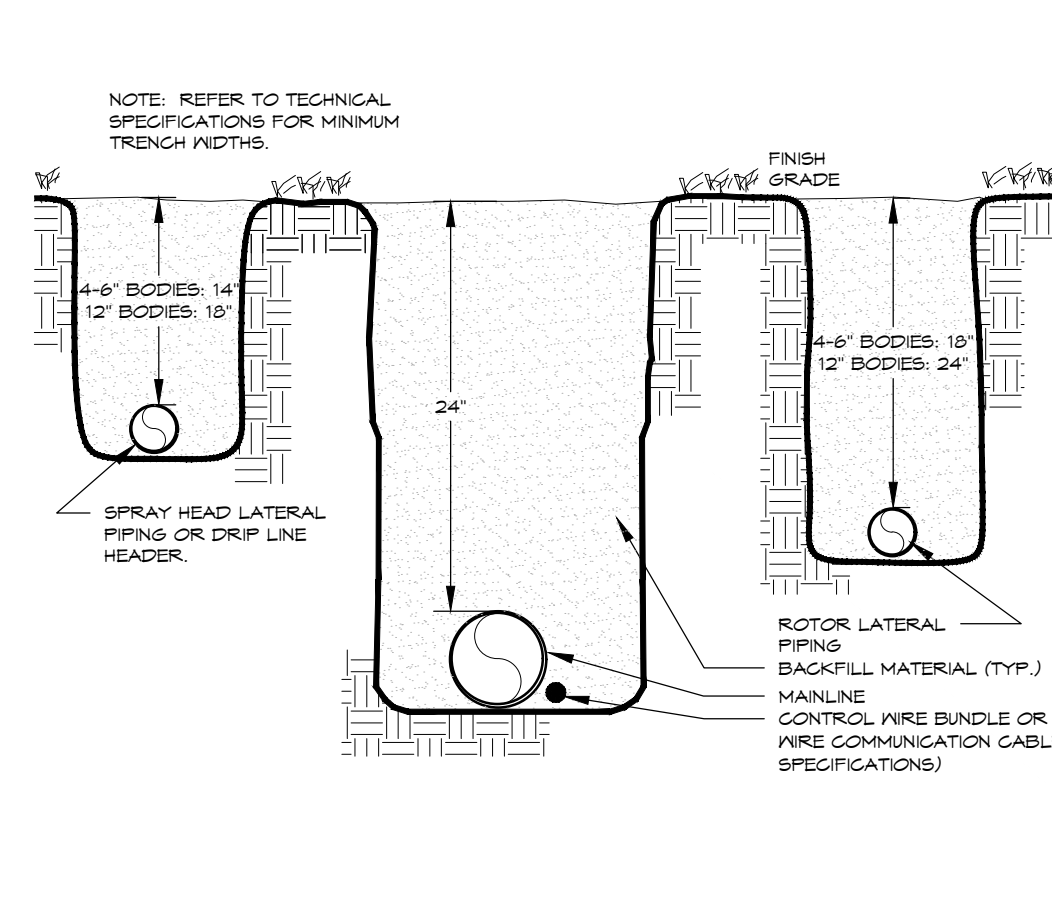
MANUAL DRAIN VALVE



GATE VALVE



DRIP FLUSH VALVE  
WITH OPERATIONAL INDICATOR



TRENCH  
24" MAINLINE

34

33

32

31

A

B

C

D

E

F



FENCING REFERENCE NOTES

- 1 Center Post to Lot lines
- 2 Starting from Lot lines, install fence type as indicated in 9' segments.
- 3 Locate Segments not equal to 9' as indicated. Where not possible to make up the difference in a single segment, split equally among two or three segments.
- 4 Center post at grade break, ref. detail 3/LG-02.

Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
FENCING PLAN  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 46 of 58

SITE KEYNOTES:

| 6.0 | RAILINGS, BARRIERS, FENCING    | DETAIL / SHEET | RELATED DETAILS |
|-----|--------------------------------|----------------|-----------------|
| 6.1 | Fence Type 1 - Short Privacy   | 1 / L6-03      | 1,2,3 / L6-01   |
| 6.2 | Fence Type 2 - Short Open      | 2 / L6-03      | 1,2,3 / L6-01   |
| 6.3 | Fence Type 3 - Short Specialty | 1 / L6-04      | 1,2,3 / L6-01   |
| 6.4 | Fence Type 4 - Tall Privacy    | 1 / L6-05      | 1,2,3 / L6-01   |
| 6.5 | Fence Type 5 - Tall Open       | 2 / L6-05      | 1,2,3 / L6-01   |

SYMBOL LEGEND

|  |                                  |     |
|--|----------------------------------|-----|
|  | Fence Type 1 - Short - Privacy   | 6.1 |
|  | Fence Type 2 - Short - Open      | 6.2 |
|  | Fence Type 3 - Short - Specialty | 6.3 |
|  | Fence Type 4 - Tall - Privacy    | 6.4 |
|  | Fence Type 5 - Tall - Open       | 6.5 |

FENCE STANDARDS

General Principles

Firestone's rules and regulations for fences shall be in full force and effect unless specifically superseded by more stringent criteria herein.

Fence Construction Permits are required to be obtained from the Town for all fencing.

All fencing in the FDP is outside of the Town's Public right-of-way. Any fencing proposed in the Town's Public right-of-way must be approved in writing by the Town's Engineer, and a license agreement obtained from the Town.

Fence Types

There are two locations for fences: perimeter and residential. Perimeter fencing is located within public spaces/tracts, typically to provide separation from adjacent lots. Residential fencing is located between private lots, and is similar in quality and detailing to the perimeter fencing, but smaller in scale.

Fence types include an "open rail" fence type made of wood that may have a dark stain. The "privacy" fence type features horizontal slats that align with the open rail sections, but provide a more solid separation. Both the open rail and privacy types have tall and short versions used for different applications. The third fence type embellishes the privacy fence type with a pair of crossed steel rods and open segments. There will be a square mesh infill on the open rail type to match the gabion basket walls of the monuments.

Fence Standards

Fences will comply with the following standards:

- Wing fences (fences that separate a lot's front yard from rear yard) must be a minimum of six feet behind the front face of the structure and a minimum of six feet behind the edge of a porch that wraps around the corner of the structure. At Corner lots, these indicated six foot dimensions shall be increased to ten feet.
- Side yard fencing between residential lots may not extend past the wing fence unless it connects to an adjacent wing fence closer to the street. Side yard fencing between residential lots may not extend past the wing fence closest to the street. Fenced-in front yards are prohibited.
- Where a fence exists a second fence may not be installed along the same property edge, as determined by the Town; there shall be only one fence separating two private lots and/or tracts. Where a fence exists, a parallel fence, as determined by the Town, may not be installed on the same property within 10-feet of the existing fence.
- The preservative treatment for all fences shall be applied to new sections of fence after all installation, repair and replacement work is completed. The wood material, finish, stain, and sealant for fences, whether new fencing or repairs to existing fencing, must match the original fencing as described in this FDP.
- All approved fencing dimensions and materials shall be as described in the associated details on Sheets 47 through 50.
  - Fencing in between private lots is allowed but not required; however if a fence is installed it must conform to these associated details.
  - Where fencing is not installed along a rear lot line by the Subdivider, a fence is allowed but not required. However if a fence is installed it must conform to these associated details, and must be installed within the owner's property line.
  - Fencing not installed by the Subdivider will generally make use of the short versions of the open and privacy fence types.
  - The Subdivider shall install the perimeter fencing (between lots and tracts) where shown on this sheet as part of the Filing 4 improvements.
- Gates
  - At least one gate must be installed in the wing separating the front and rear yard.
  - Gates are permitted to be retrofitted in the tract fencing, as long as the materials and construction conform to the associated details on Sheets 46 through 49. The preservative treatment must be applied so the gate matches the existing tract fencing.
  - Open gates may not obstruct the sidewalk or encroach on neighboring property.
- Preservative treatment:** The wood components of the fence shall not be stained or painted, but may be treated with one of the following product types per the manufacturer's recommendations. These treatments provide a natural, rustic-weathered appearance that enhances the life of the wood.
  - LifeTime® Wood Treatment,
    - Manufactured by Valhalla Wood Preservatives Ltd, www.valhalco.com
    - Color: Clear
  - Eco Wood Treatment
    - Manufactured by Int. Eco Wood Treatment, http://ecowoodtreatment.com/index
    - Color: Clear

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 46 of 58

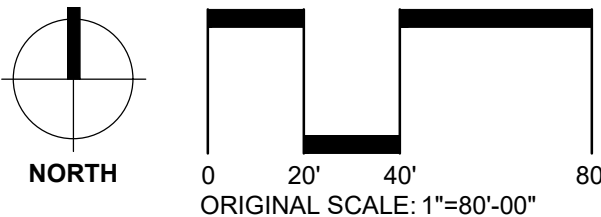
PROJECT NUMBER: 5311

FENCING

SHEET NUMBER

L6-01

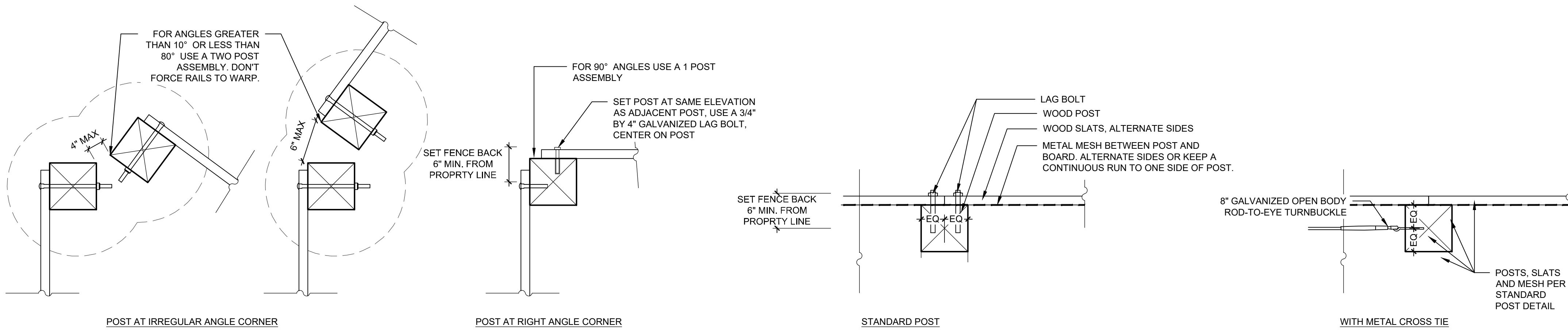
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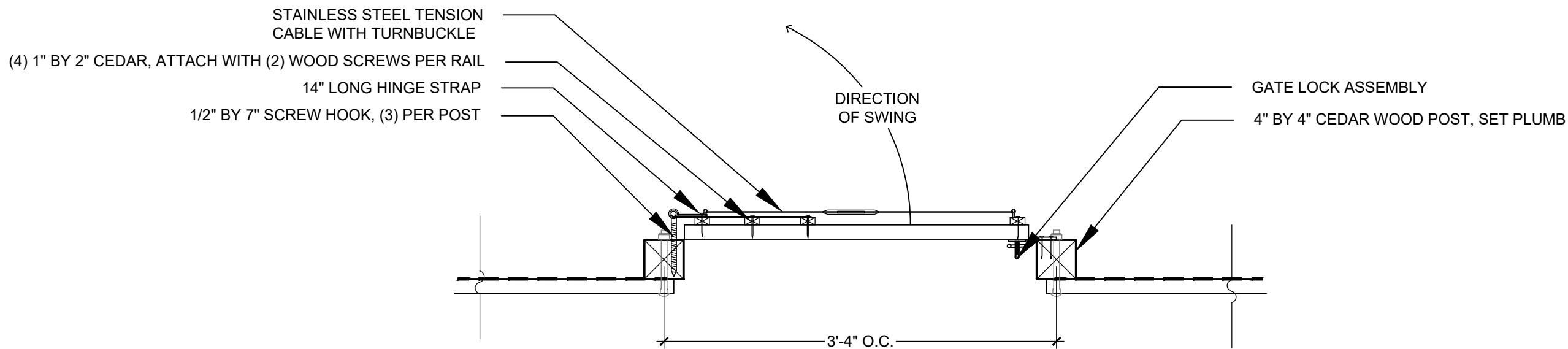
Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
FENCING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 47 of 58

- NOTE:
1. ALL FENCE COMPONENTS MUST BE INSTALLED WITHIN THE APPROPRIATE PROPERTY OR TRACT.
  2. NO PORTION OF FENCING INSTALLED BY THE DEVELOPER IN THE DISTRACT TRACTS MAY ENCR OACH ON TO PRIVATE LOTS.
  3. PRIVATE FENCES INSTALLED BY DEVELOPER, BUILDER, OR HOMEOWNER ARE TO BE LOCATED ON PRIVATE RESIDENTIAL LOT. NO PORTION MAY ENCR OACH ON TO TRACT.



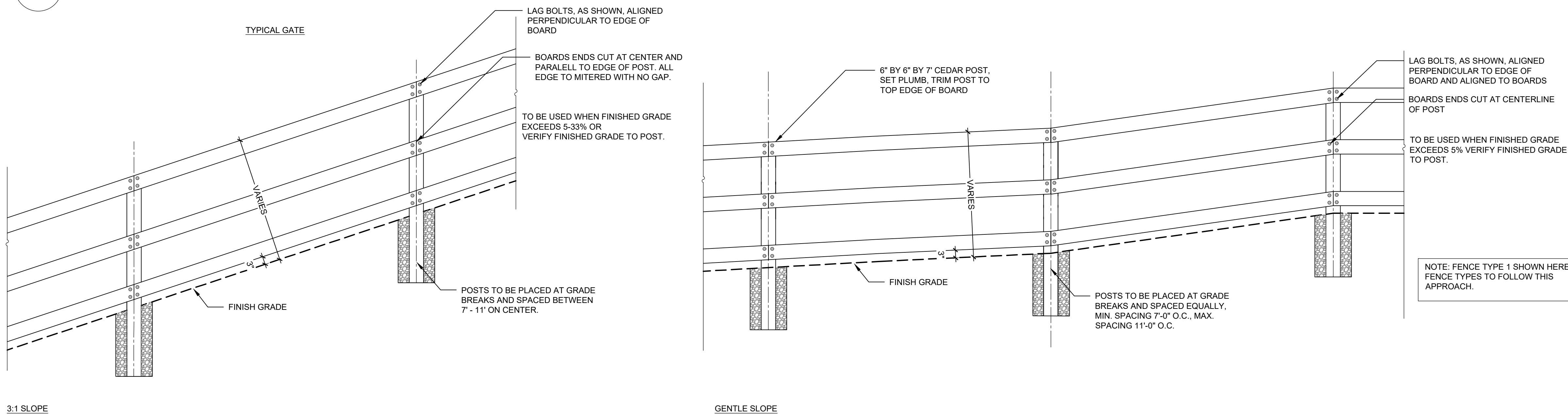
1 TYPICAL POST CONNECTIONS

SCALE: 1" = 1'



2 TYPICAL GATE POST CONNECTION

SCALE: 1" = 1'



3 TYPICAL FENCE ON A SLOPED CONDITION

SCALE: 1/2" = 1'

SITE KEYNOTES:

| 6.0 | RAILINGS, BARRIERS, FENCING    | DETAIL / SHEET | RELATED DETAILS |
|-----|--------------------------------|----------------|-----------------|
| 6.1 | Fence Type 1 - Short Privacy   | 1 / L6-03      | 1,2,3 / L6-01   |
| 6.2 | Fence Type 2 - Short Open      | 2 / L6-03      | 1,2,3 / L6-01   |
| 6.3 | Fence Type 3 - Short Specialty | 1 / L6-04      | 1,2,3 / L6-01   |
| 6.4 | Fence Type 4 - Tall Privacy    | 1 / L6-05      | 1,2,3 / L6-01   |
| 6.5 | Fence Type 5 - Tall Open       | 2 / L6-05      | 1,2,3 / L6-01   |

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FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 47 of 58

PROJECT NUMBER: 5311

FENCING  
DETAILS

SHEET NUMBER

L6-02

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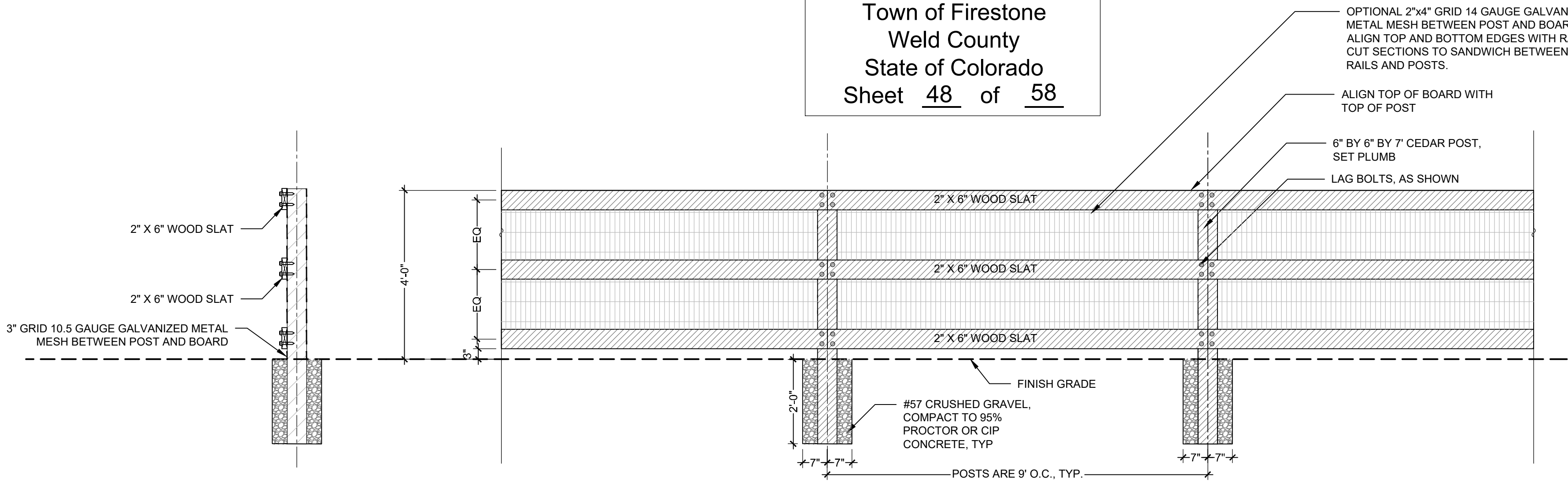


Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
FENCING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 48 of 58

SITE KEYNOTES:

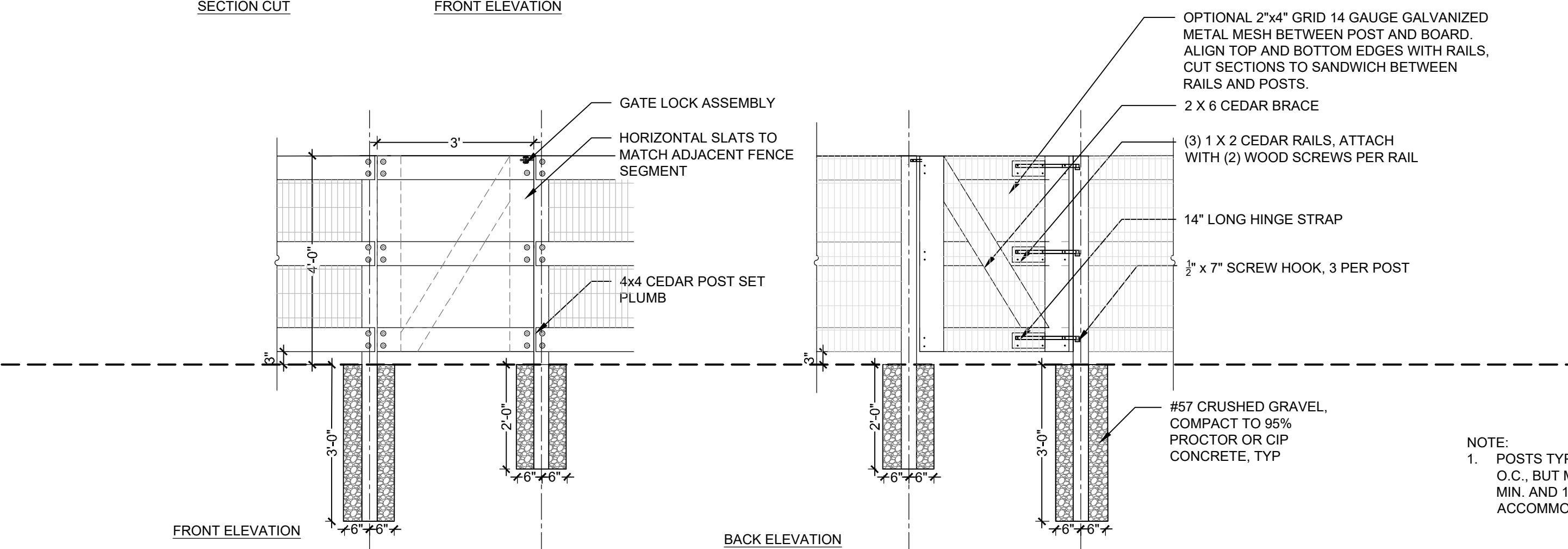
6.0 RAILINGS, BARRIERS, FENCING

|                                    | DETAIL / SHEET | RELATED DETAILS |
|------------------------------------|----------------|-----------------|
| 6.1 Fence Type 1 - Short Privacy   | 1 / L6-03      | 1,2,3 / L6-01   |
| 6.2 Fence Type 2 - Short Open      | 2 / L6-03      | 1,2,3 / L6-01   |
| 6.3 Fence Type 3 - Short Specialty | 1 / L6-04      | 1,2,3 / L6-01   |
| 6.4 Fence Type 4 - Tall Privacy    | 1 / L6-05      | 1,2,3 / L6-01   |
| 6.5 Fence Type 5 - Tall Open       | 2 / L6-05      | 1,2,3 / L6-01   |



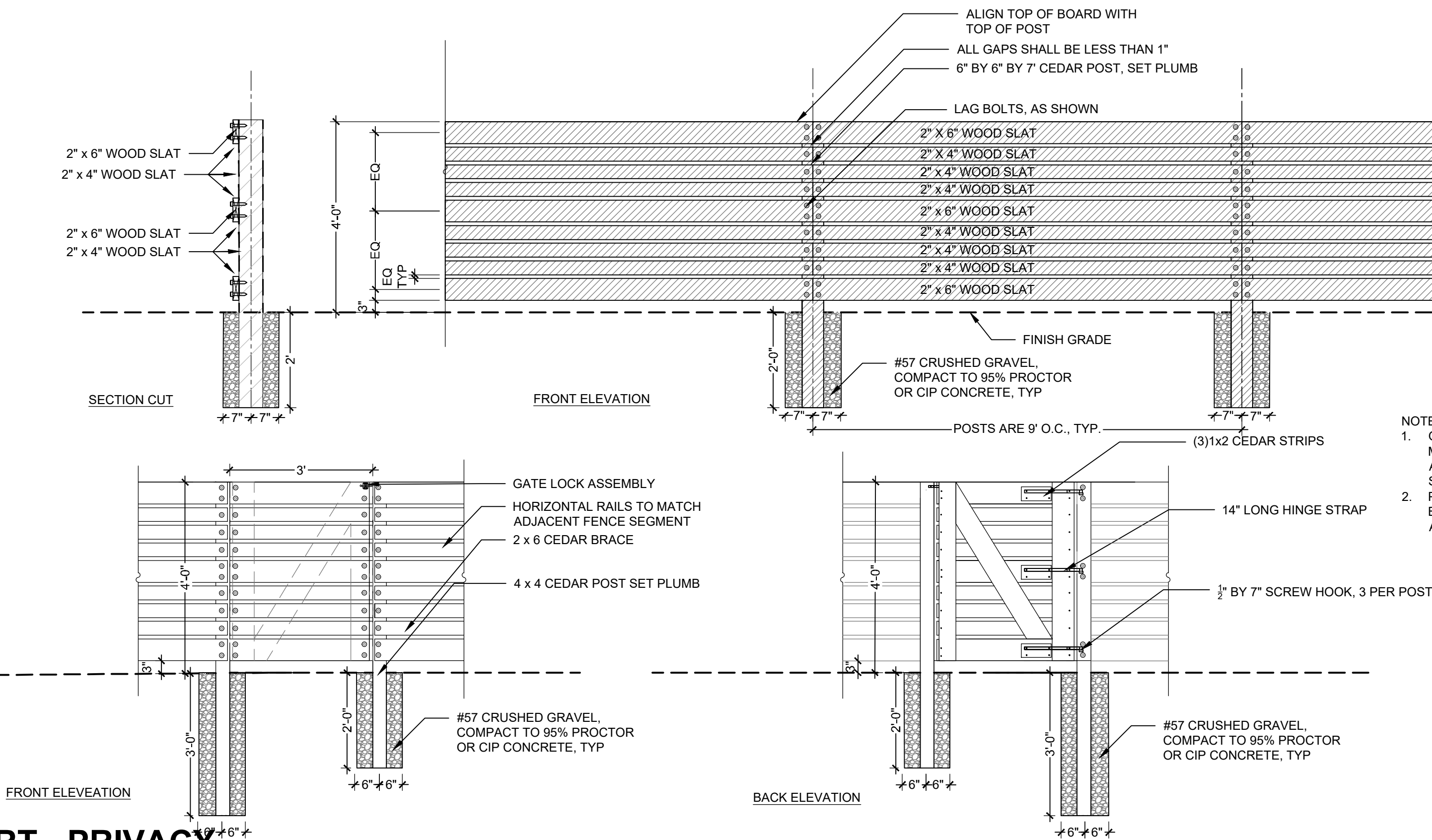
2 FENCE TYPE 2 - SHORT - OPEN

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



1 FENCE TYPE 1 - SHORT - PRIVACY

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



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FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes  
Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 48 of 58

PROJECT NUMBER: 5311

FENCING

SHEET NUMBER

L6-03

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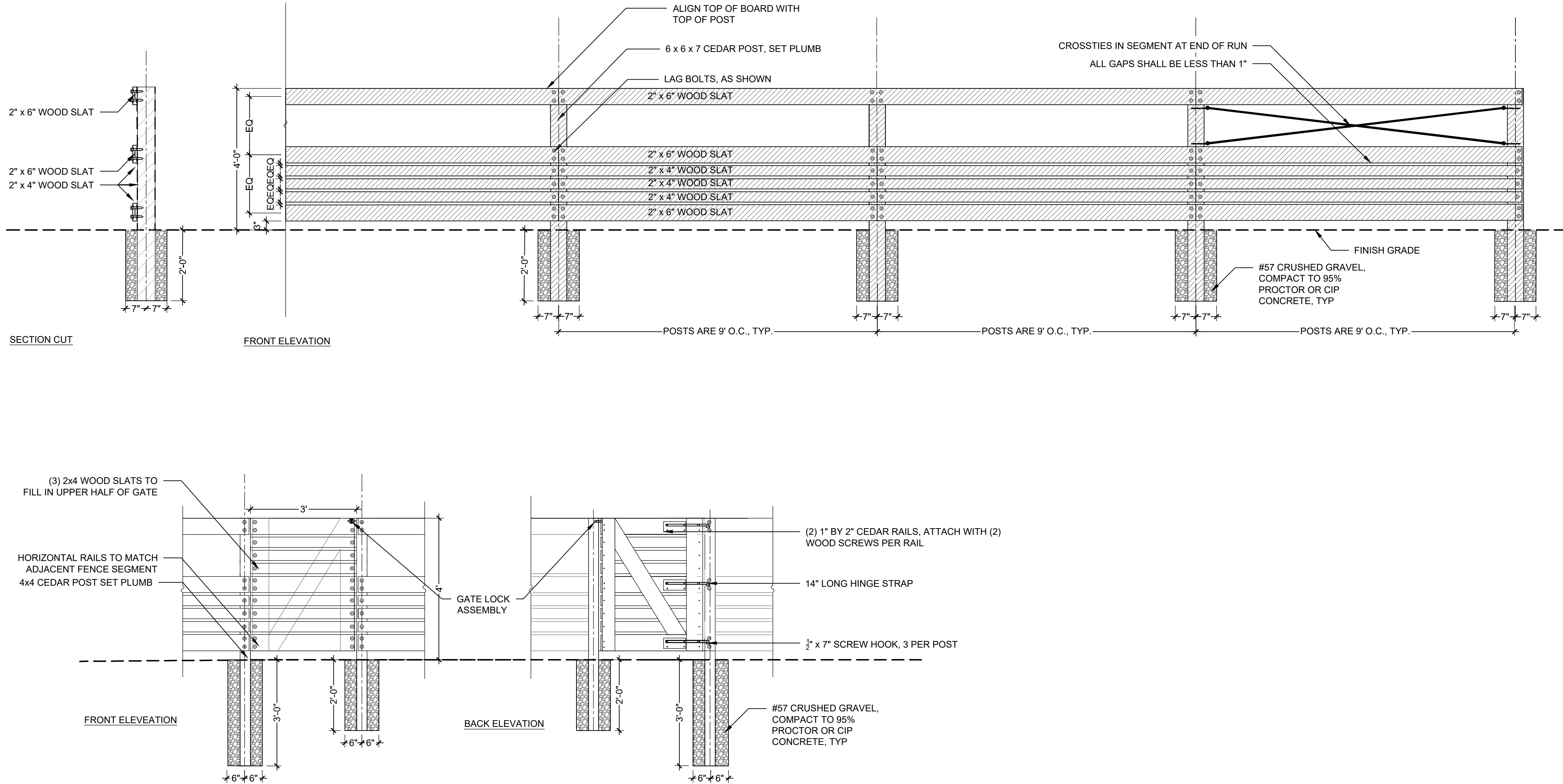
Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
FENCING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 49 of 58

SITE KEYNOTES:

6.0 RAILINGS, BARRIERS, FENCING

|                                    | DETAIL / SHEET | RELATED DETAILS |
|------------------------------------|----------------|-----------------|
| 6.1 Fence Type 1 - Short Privacy   | 1 / L6-03      | 1,2,3 / L6-01   |
| 6.2 Fence Type 2 - Short Open      | 2 / L6-03      | 1,2,3 / L6-01   |
| 6.3 Fence Type 3 - Short Specialty | 1 / L6-04      | 1,2,3 / L6-01   |
| 6.4 Fence Type 4 - Tall Privacy    | 1 / L6-05      | 1,2,3 / L6-01   |
| 6.5 Fence Type 5 - Tall Open       | 2 / L6-05      | 1,2,3 / L6-01   |

- NOTE:
- OPTIONAL TO ADD 2"x4" GRID 14 GAUGE GALVANIZED METAL MESH BETWEEN POST AND BOARD. ALIGN TOP AND BOTTOM EDGES WITH RAILS. CUT SECTIONS TO SANDWICH BETWEEN RAILS AND POSTS.
  - POSTS TYPICALLY SPACED AT 9'-0" O.C., BUT MAY BE BETWEEN 7'-0" MIN. AND 11'-0" MAX. IN ORDER TO ACCOMMODATE SITE GEOMETRY.



1 FENCE TYPE 3 -SHORT- SPECIALITY

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

6.3

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TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 49 of 58

PROJECT NUMBER: 5311

FENCING

SHEET NUMBER

L6-04

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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
FENCING DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 50 of 58

SITE KEYNOTES:

6.0 RAILINGS, BARRIERS, FENCING

|                                    | DETAIL / SHEET | RELATED DETAILS |
|------------------------------------|----------------|-----------------|
| 6.1 Fence Type 1 - Short Privacy   | 1 / L6-03      | 1,2,3 / L6-01   |
| 6.2 Fence Type 2 - Short Open      | 2 / L6-03      | 1,2,3 / L6-01   |
| 6.3 Fence Type 3 - Short Specialty | 1 / L6-04      | 1,2,3 / L6-01   |
| 6.4 Fence Type 4 - Tall Privacy    | 1 / L6-05      | 1,2,3 / L6-01   |
| 6.5 Fence Type 5 - Tall Open       | 2 / L6-05      | 1,2,3 / L6-01   |

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FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 50 of 58

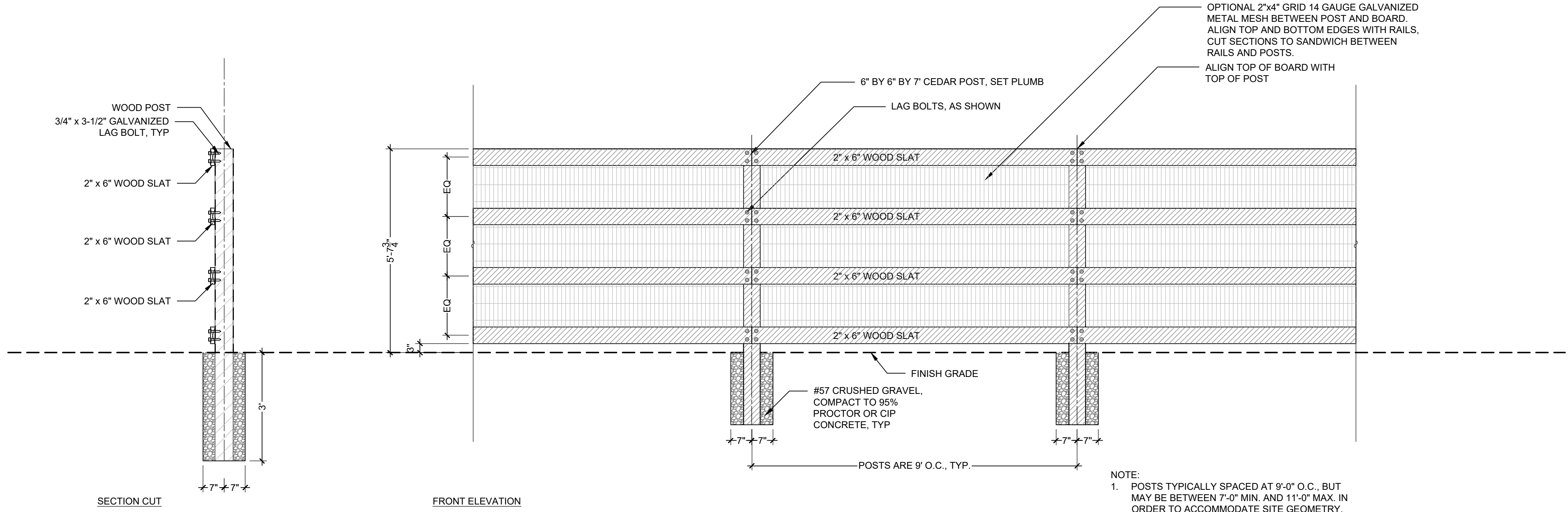
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FENCING

SHEET NUMBER

L6-05

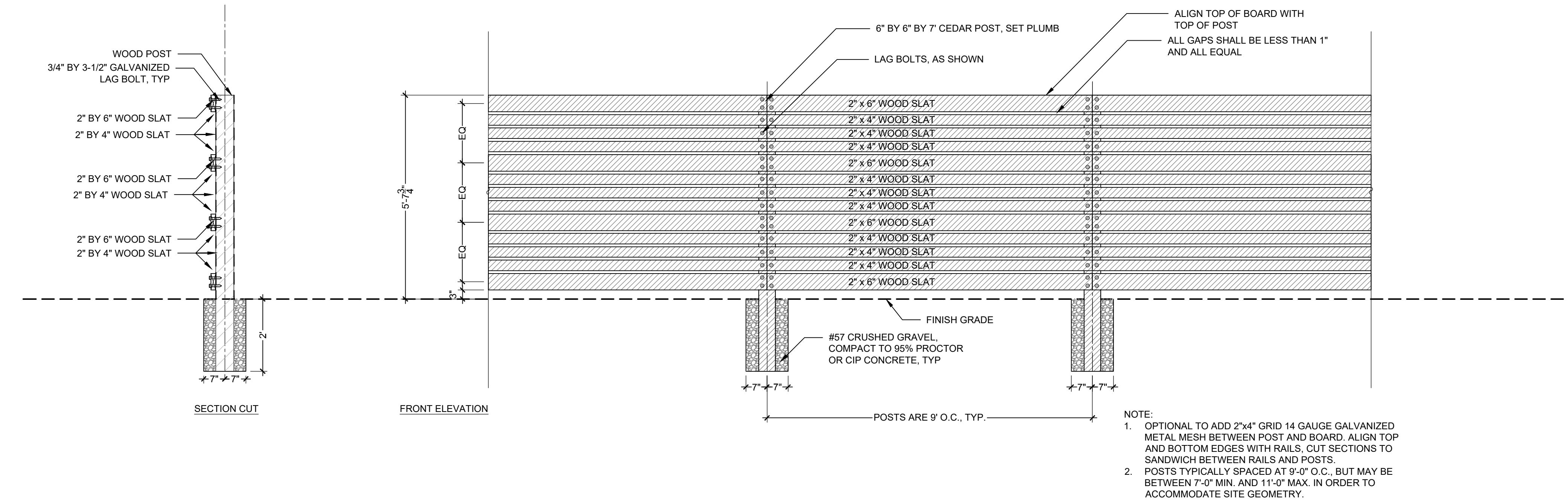
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2 FENCE TYPE 5 - TALL - OPEN

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

6.5



1 FENCE TYPE 4 - TALL - PRIVACY

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

6.4



SITE KEYNOTES:

DETAIL /  
SHEET

RELATED  
DETAILS

SIGNAGE AND WAYFINDING

|   |                                                        |           |
|---|--------------------------------------------------------|-----------|
| A | Sign Type A - Community Monument                       | 4 / L7-02 |
| D | Sign Type D - Neighborhood Park                        | 1 / L7-03 |
| E | Sign Type E - Neighborhood Monument and Identity       | 2 / L7-03 |
| G | Sign Type G - Street Identification & Regulatory Signs | 1 / L7-04 |
| H | Sign Type H - Traffic Regulatory Signs                 | 2 / L7-04 |
| J | Sign Type J - Bicycle Regulatory Signs                 | 5 / L7-02 |
| ? | Sign Type ? - Game Rules Sign                          | 1 / L7-05 |
| ? | Sign Type ? - Park Rules Sign                          | 2 / L7-05 |

14. See exhibits on sheet 51 for details of the Temporary Sign Types.

- Temporary Freestanding Large (ROAD)
- Temporary Freestanding Medium (ROAD)
- Temporary Freestanding Medium (LOT)
- Temporary Freestanding Small (LOT)
- Temporary Road Barrier (ROAD)

| Permissible Temporary Signs per Location |                                                    |                |                   |                        |                |
|------------------------------------------|----------------------------------------------------|----------------|-------------------|------------------------|----------------|
| Locations                                | Arterial Road                                      | Collector Road | Local Road        | Model Home Lot/Complex | Individual Lot |
| Freestanding Signs - Large               | Allowed                                            |                |                   | Not allowed            |                |
| Number of Signs Allowed                  | Up to one sign can be located on each block length |                |                   | None                   |                |
| Maximum Sign Area                        | 96 square feet                                     |                |                   | None                   |                |
| Maximum Sign Height                      | 12 feet                                            |                |                   | None                   |                |
| Minimum Setback                          | 10 feet                                            |                |                   | None                   |                |
| Lighting                                 | Not Allowed                                        |                |                   | None                   |                |
| Freestanding Signs - Medium              | Allowed                                            |                |                   |                        | Not allowed    |
| Number of Signs Allowed                  | Three per block length                             |                |                   | One per model complex  | None           |
| Maximum Sign Area                        | 40 square feet                                     |                |                   |                        | None           |
| Maximum Sign Height                      | 8 feet                                             |                |                   |                        | None           |
| Minimum Setback                          | 1 foot behind sidewalk                             |                |                   |                        | None           |
| Lighting                                 | Allowed                                            |                |                   |                        | None           |
| Freestanding Signs - Small               | Not allowed                                        |                |                   | Allowed                |                |
| Number of Signs Allowed                  | None                                               |                |                   | One per model lot      | One per lot    |
| Maximum Sign Area                        | None                                               |                |                   | 6 square feet          |                |
| Maximum Sign Height                      | None                                               |                |                   | 3 feet                 |                |
| Minimum Setback                          | None                                               |                |                   | 1 foot behind sidewalk |                |
| Lighting                                 | None                                               |                |                   | Not allowed            |                |
| Flag Pole/Flag                           | Not allowed                                        |                |                   | One per model complex  | Not allowed    |
| Number of Flag Poles Allowed             | None                                               |                |                   | One per model complex  | None           |
| Maximum Flag Area                        | None                                               |                |                   | 90 square feet         | None           |
| Maximum Flag Pole Height                 | None                                               |                |                   | 40 feet                | None           |
| Minimum Setback                          | None                                               |                |                   | 1 foot behind sidewalk | None           |
| Lighting                                 | None                                               |                |                   | Allowed                | None           |
| Banners                                  | Allowed                                            |                |                   | Allowed                |                |
| Number of Signs Allowed                  | One per 5 miles                                    | One per mile   | One per model lot |                        |                |
| Maximum Sign Area                        | 300 square feet                                    | 60 square feet | 24 square feet    |                        |                |
| Maximum Sign Height                      | 6 feet                                             |                |                   | 4 feet                 |                |
| Minimum Setback                          | None                                               |                |                   | 1 foot behind sidewalk |                |
| Lighting                                 | Not Allowed                                        |                |                   | Not allowed            |                |

| Sidewalk Signs          | Not Allowed | Allowed           |
|-------------------------|-------------|-------------------|
| Number of Signs Allowed | None        | One per model lot |
| Maximum Sign Area       | None        | 9 square feet     |
| Maximum Sign Height     | None        | 3 feet            |
| Minimum Setback         | None        | None              |
| Lighting                | None        | Not allowed       |

**6. Placement & Setbacks:** Community entry monuments, neighborhood identity monuments, and wayfinding signs are allowed within road right of way landscape improvements as long as they do not cause visual obstruction or interference with vehicle traffic. They must be located at least one foot (1') behind sight triangles. These signs have a five foot (5') min. setback from the back of nearest curb.

7. All temporary signs shall be maintained to be in good condition. Finishes, position, and messages shall be repaired in a timely manner or removed.

Temporary Sign Standards:

- Temporary Sign Permits:
  - Large and Medium Temporary Freestanding signs shall obtain a Sign Permit from the Town of Firestone.
  - Small Temporary Freestanding signs, Banners, and Sidewalk Signs do not require a permit.
  - Any temporary sign that will use electricity shall obtain a Sign Permit from the Town of Firestone
  - Permits for Temporary signs identified in this FDP shall be valid until the final Certificate of Occupancy is issued for the final filing within Barefoot Lakes.
- Temporary signs shall be governed by the Town's temporary signage requirements, unless otherwise provided for in this FDP.
- All temporary signs shall be maintained to be in good condition. Finishes, position, and messages shall be repaired in a timely manner or removed.
- All temporary Large and Medium Freestanding signs shall be removed by the sign owner when the final Certificate of Occupancy is issued for the final filing within Barefoot Lakes.

5. All temporary Small Freestanding signs, Banners and Sidewalk signs shall be removed by the sign owner when the final Certificate of Occupancy is issued for the associated filing, or within 48 hours of the conclusion of the event being advertised by that sign.

6. All temporary signs may be placed on landscaped areas or on sidewalks as long as they are not compromising the safety of pedestrians or motorists. Temporary signs of any kind, as defined above, are prohibited within medians.

7. If a temporary sign is located in Town of Firestone right-of-way then the sign must be reviewed and approved via written permission by the Firestone Building Department with comments from the Public Works, Engineering and Planning Departments.

8. Freestanding-Large and Freestanding-Medium signs are made with solid wood square timber posts and panels made of medium-density fiber board or medium-density overlay.

9. Freestanding-Small signs are made with wood or metal stakes that are less than 2 inches wide and panels made of corrugated or similar light weight material.

10. Banner signs are made of professional grade vinyl, mesh or fabric, secured to either fence material or durable posts. All corners must be securely attached.

11. Sidewalk signs are made of molded plastic or metal frames with panels made of Coroplast or similar material. Sidewalk signs cannot block pedestrian use and may not be placed within a street.

12. Temporary Road Barrier signs are per standard CDOT "Type 3" barriers, standard drawing No. S-630-2. The Barefoot Lakes logo may be incorporated into the signs.

13. "Maximum Sign Area" in the Permissible Temporary Signs table at right is equivalent to the "Message Face Area" as defined and measured above in the Permanent Residential Identity Sign Standards.

Signage Standards

General Standards

Firestone's rules and regulations for signs shall be in full force and effect unless specifically superseded by more stringent criteria herein.

Permitting

Permitted signs are generally shown herein. Signs not clearly identified by this FDP may be approved in writing by the Building Department.

All permanent signs shall obtain a Sign Permit from the Town of Firestone. Flag poles also require a sign permit.

Any sign to be located in the Town's right-of-way must first be approved in writing by the Town's Engineer, and shall require a revocable License Agreement with the Town.

Residential Identity Signs

The Barefoot Lakes residential identity sign program is comprised of community entry monuments, neighborhood identity monuments, vehicular wayfinding signs, and pedestrian wayfinding bollards. Signs and monuments in Filing No. 1 established a thematic identity and a material palette that has been continued on into successive filings. The recurring theme throughout all of these sign types is the use of repeated materials (corten steel, gabion walls with stone infill, and wood posts), which has created a visual vocabulary that echoes and supports the architectural composition of landscape structures and fencing.

Within Barefoot Lakes Filing No. 4 there are several types of freestanding residential signs that follow a scale hierarchy. There will be neighborhood identity monuments, vehicular wayfinding signs, and pedestrian wayfinding bollards. These residential signs incorporate the Barefoot Lakes identity into the entire community, while preserving the natural views and vistas of the area.

Residential Identity Sign Standards:

- 1. Messaging:** Signage messaging (type, logos, and characters) can be accomplished through carving, illumination, or by painted or mounted dimensional type.
- 2. Maximum Messaging Face Area:** Messaging face area is the total surface area of type and characters; the total face area can be comprised of multiple pieces.
  1. Messaging face area shall not exceed 100 square feet for primary community entry monument(s) at Barefoot Lakes Parkway.
  2. Secondary community entry monuments messaging face area shall not exceed 75 square feet.
- 3. Message Face Area Measurement:** Messaging face area is the total surface area of type and characters. The structure or bracing of a sign shall be omitted. If a non-structural background is integral to the messaging (i.e. billboard) the messaging face area will also include that background in the total measurement.

The sum of the face areas that creates the smallest continuous perimeter enclosing the extreme limits of the sign messaging shall be the measurement. This area can be composed of square, rectangle, triangle, portion of a circle, or any combination thereof which creates the smallest single continuous perimeter enclosing the extreme limits of each signage message.

Message face area is only measured on one side of sign. Signs can be two sided.
- 4. Illumination:** Illumination via uplighting, internal lighting, and downcast lighting is permitted. However, neon signs are not allowed in residential areas (PUD land use categories R-A, R-B, and R-C). Illumination and lighting will be coordinated with the temperature and hierarchy of the lighting found throughout the project.
- 5. Maximum Height Above Grade:** Community entry monuments are restricted to a fifteen-foot (15') maximum height above grade. Neighborhood identity monuments and wayfinding signs are restricted to a ten-foot (10') maximum height above grade. This height includes the sign and any structural element (i.e. wall) and is measured from the tallest point above the finished grade upon which the structure is located.

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 51 of 58

PROJECT NUMBER: 5311

SIGNAGE  
STANDARDS

SHEET NUMBER

L7-00A

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**SITE KEYNOTES:**

| SIGNAGE AND WAYFINDING |                                                        |           |
|------------------------|--------------------------------------------------------|-----------|
| A                      | Sign Type A - Community Monument                       | 4 / 17-02 |
| D                      | Sign Type D - Neighborhood Park                        | 1 / 17-03 |
| E                      | Sign Type E - Neighborhood Monument and Identity       | 2 / 17-03 |
| G                      | Sign Type G - Street Identification & Regulatory Signs | 1 / 17-04 |
| H                      | Sign Type H - Traffic Regulatory Signs                 | 2 / 17-04 |
| J                      | Sign Type J - Bicycle Regulatory Signs                 | 5 / 17-02 |
| ?                      | Sign Type ? - Game Rules Signs                         | 1 / 17-05 |
| ?                      | Sign Type ? - Park Rules Sign                          | 2 / 17-05 |

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**BAREFOOT LAKES - FILING NO. 4**  
**FINAL DEVELOPMENT PLAN**

**TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO**

## FIRESTONE INFORMATION BLOCK

## BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 52 of 58

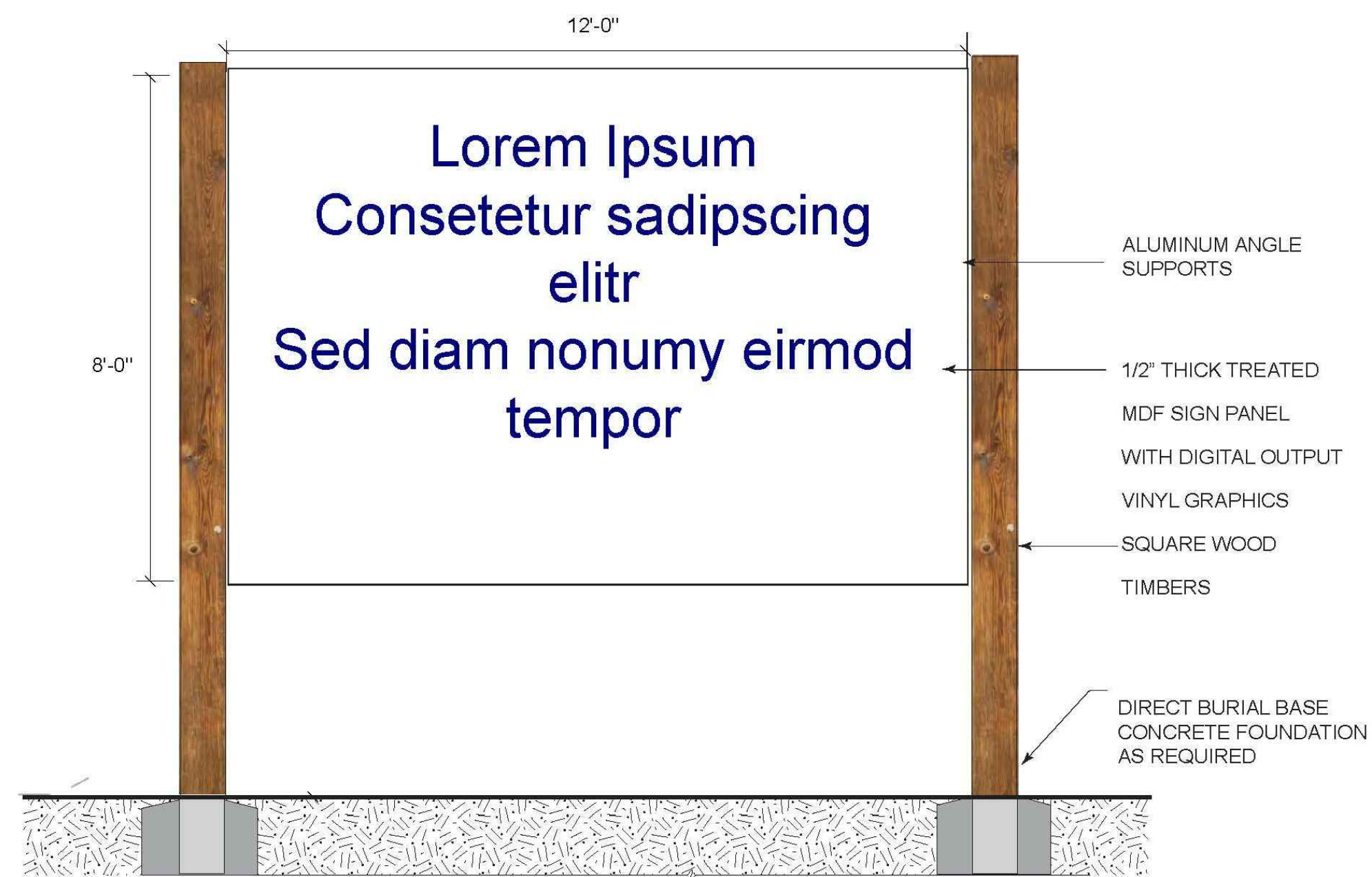
PROJECT NUMBER: 5311

## SIGNAGE STANDARDS

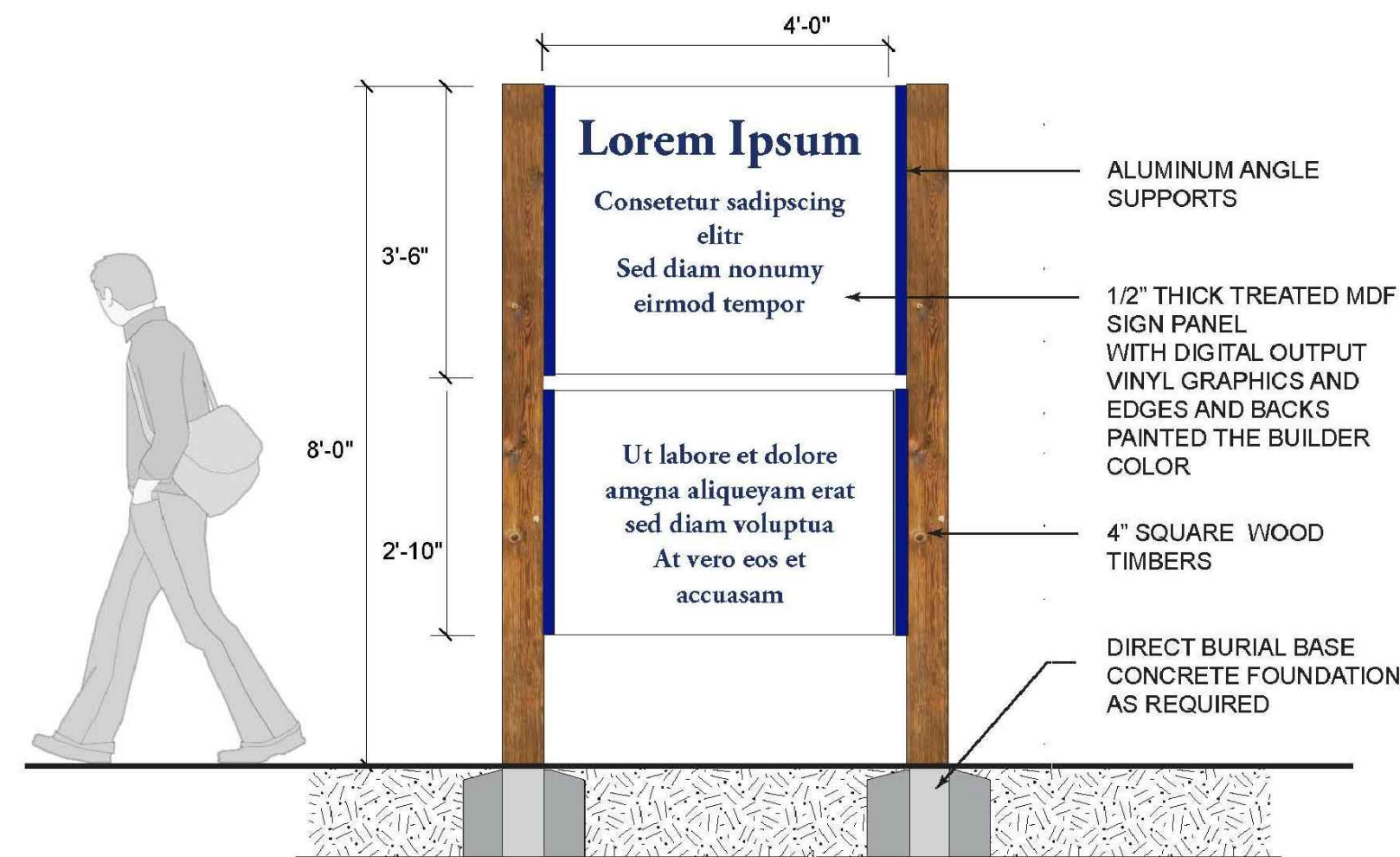
SHEET NUMBER

**L7-00B**

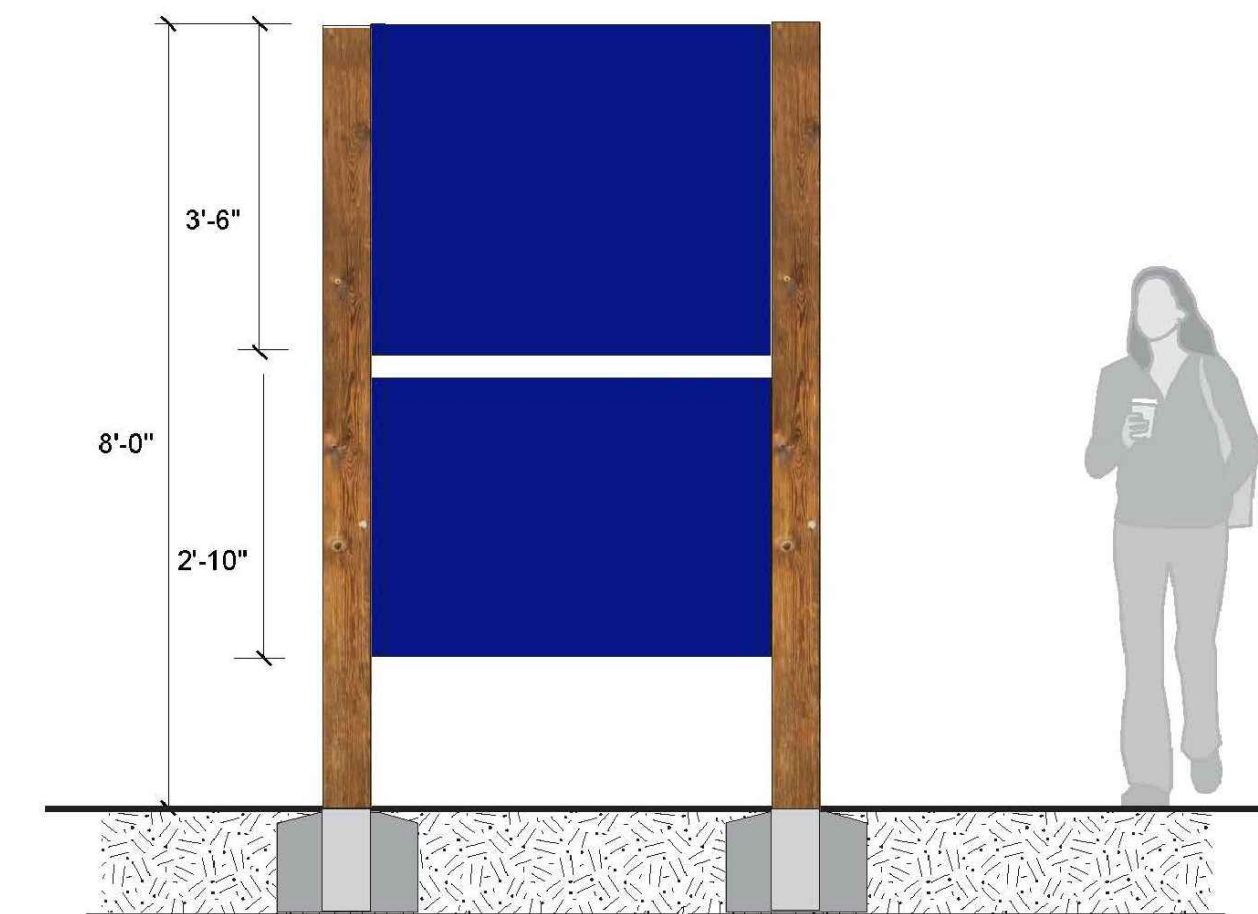
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ELEVATION

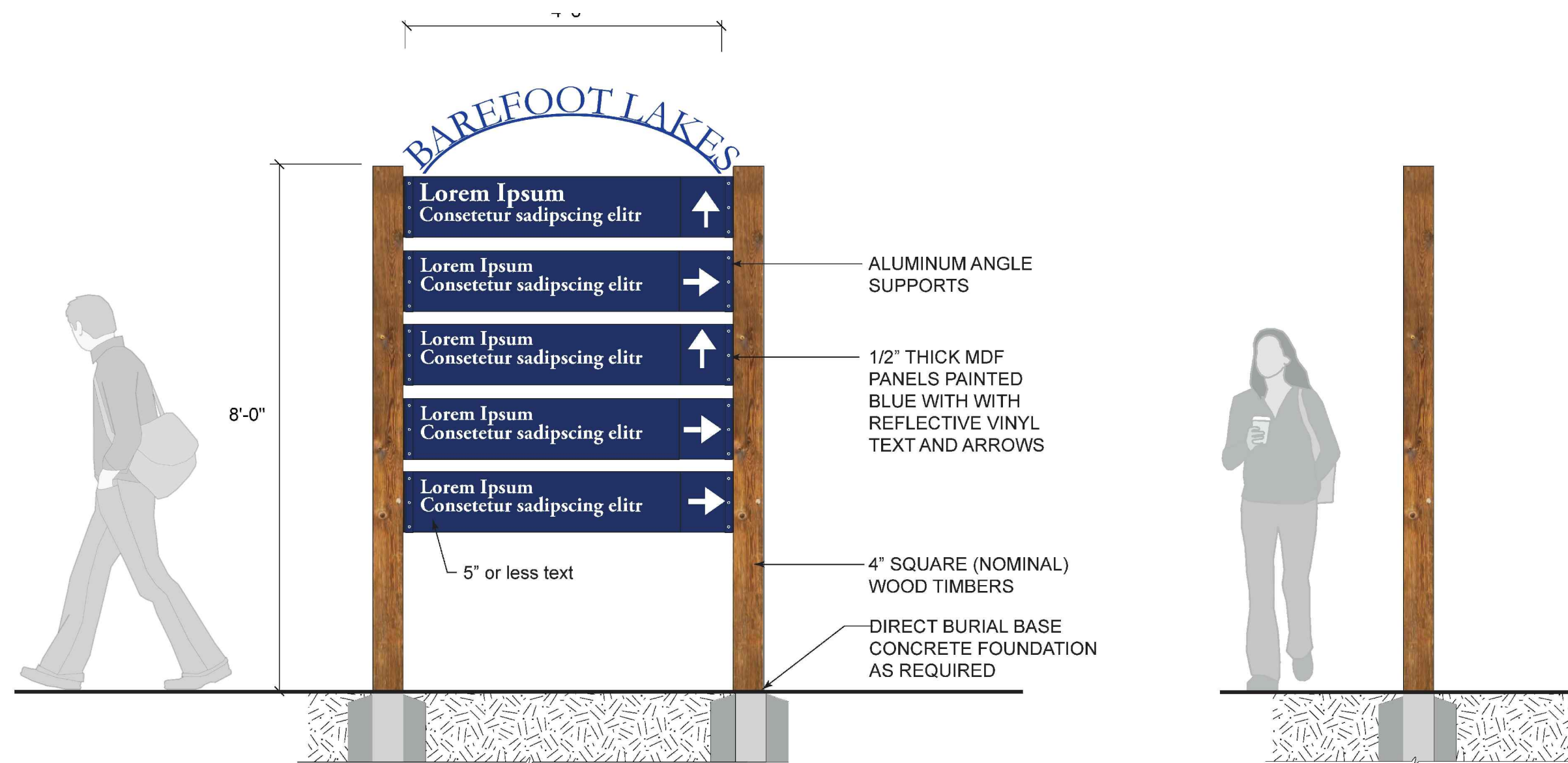


ELEVATION



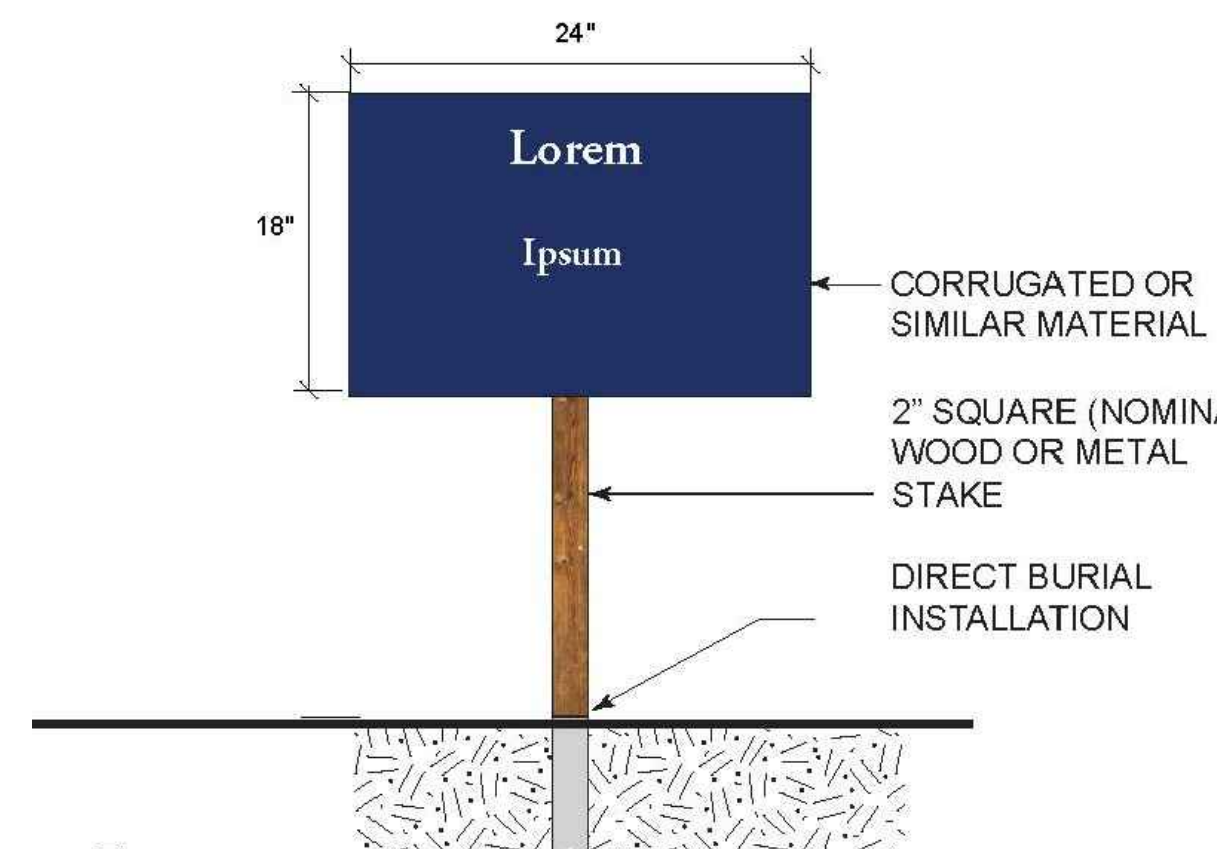
[BACK](#)

## 1 SIGNTYPE - TEMPORARY FREESTANDING LARGE (ROAD)

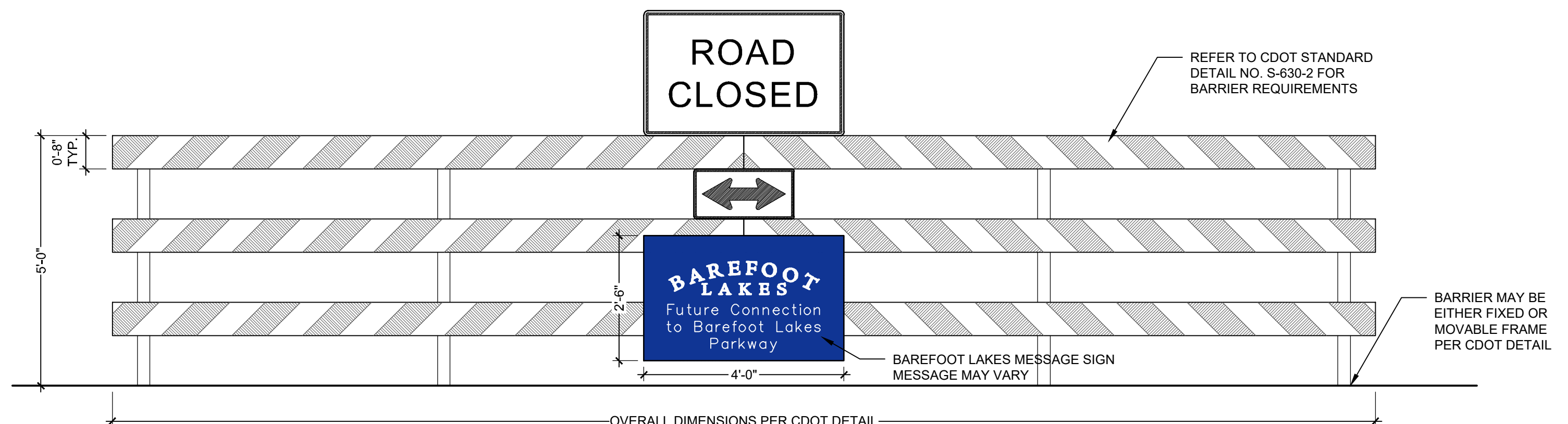


ELEVATION

SIDE



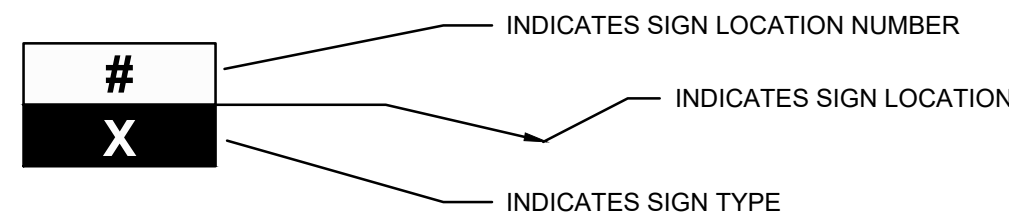
**4** SIGNTYPE - TEMPORARY FREESTANDING SMALL(LOT)



## 5 TEMPORARY ROAD BARRIER



SIGN LOCATION PLAN NOTES:



NOTE:  
REFER TO THE SIGN MESSAGE SCHEDULE IN THE TECHNICAL SPECIFICATIONS,  
SECTION 101400, FOR MESSAGE CONTENT AT EACH SIGN LOCATION.  
FINAL LOCATION OF EACH SIGN TO BE REVIEWED AND APPROVED BY  
LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

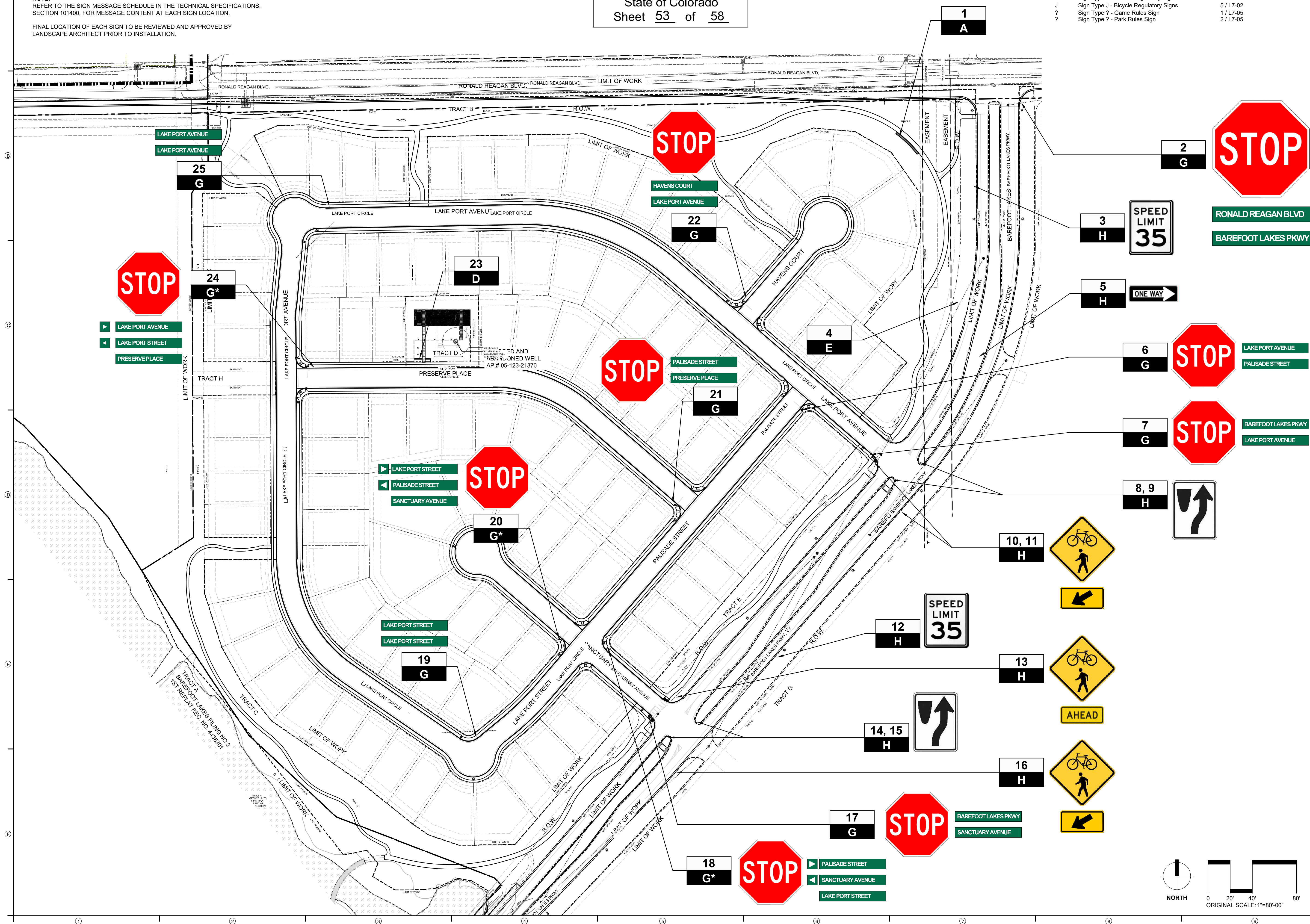
Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
SIGN PLAN  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 53 of 58

SITE KEYNOTES:

DETAIL /  
SHEET  
RELATED  
DETAILS

SIGNAGE AND WAYFINDING

|   |                                                        |           |
|---|--------------------------------------------------------|-----------|
| A | Sign Type A - Community Monument                       | 4 / L7-02 |
| D | Sign Type D - Neighborhood Park                        | 1 / L7-03 |
| E | Sign Type E - Neighborhood Monument and Identity       | 2 / L7-03 |
| G | Sign Type G - Street Identification & Regulatory Signs | 1 / L7-04 |
| H | Sign Type H - Traffic Regulatory Signs                 | 2 / L7-04 |
| J | Sign Type J - Bicycle Regulatory Signs                 | 5 / L7-02 |
| ? | Sign Type ? - Game Rules Sign                          | 1 / L7-05 |
| ? | Sign Type ? - Park Rules Sign                          | 2 / L7-05 |



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FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |
| Sheet                | 53 of 58                    |

PROJECT NUMBER: 5311

SIGNAGE  
SIGN PLAN

SHEET NUMBER

L7-01

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STANDARD SIGN TYPEFACE AND COLORS:

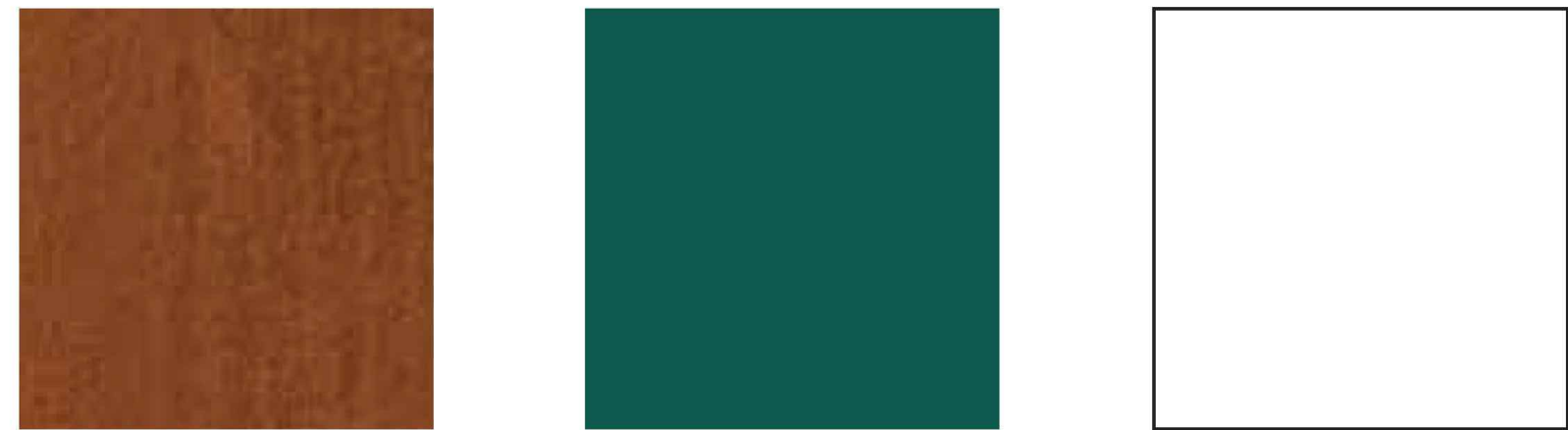
Highway Gothic Condensed

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789!@#\$%^&\*()

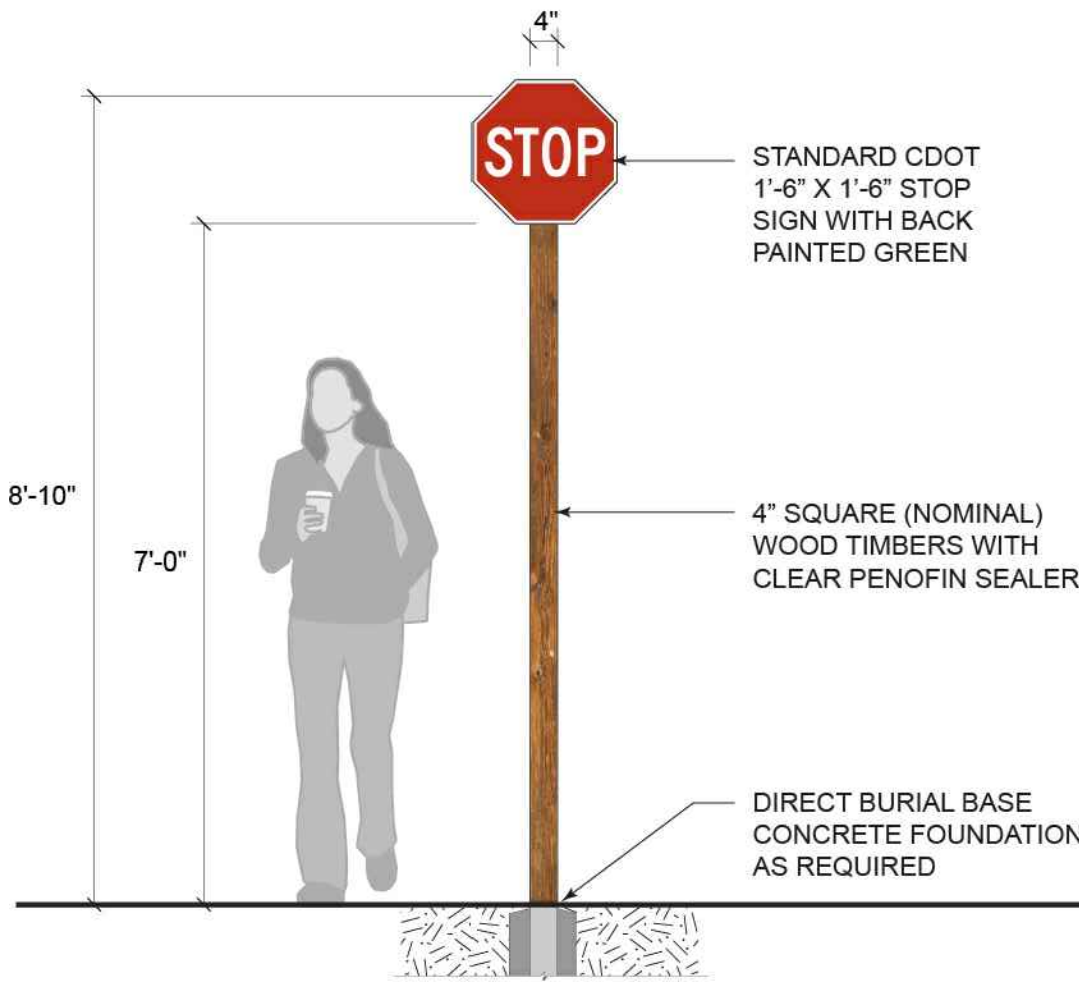
1 STANDARD TYPEFACE FOR STREET SIGNS



2 STANDARD COLOR PALETTE KEY



3 STANDARD LOGOTYPE



FRONT ELEVATION



BACK



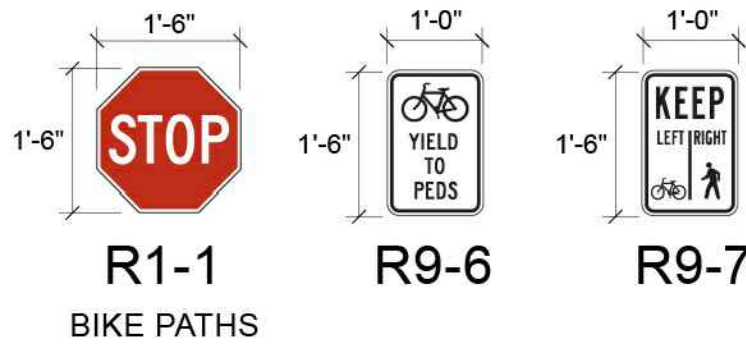
ELEVATION



ELEVATION

5 SIGN TYPE J - BICYCLE REGULATORY SIGNS

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

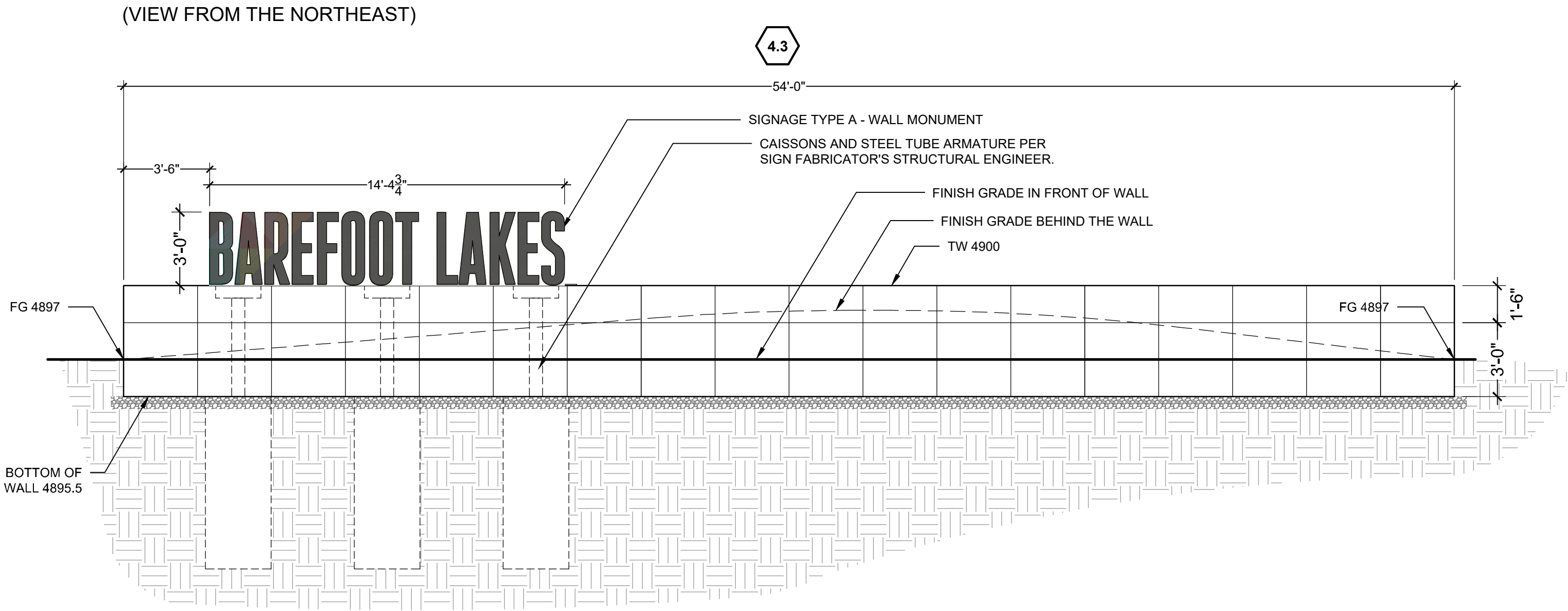


Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
SIGN DETAILS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 54 of 58

SITE KEYNOTES:

SIGNAGE AND WAYFINDING

|   | DETAIL / SHEET                                         | RELATED DETAILS |
|---|--------------------------------------------------------|-----------------|
| A | Sign Type A - Community Monument                       | 4 / L7-02       |
| D | Sign Type D - Neighborhood Park                        | 1 / L7-03       |
| E | Sign Type E - Neighborhood Monument and Identity       | 2 / L7-03       |
| G | Sign Type G - Street Identification & Regulatory Signs | 1 / L7-04       |
| H | Sign Type H - Traffic Regulatory Signs                 | 2 / L7-04       |
| J | Sign Type J - Bicycle Regulatory Signs                 | 5 / L7-02       |
| ? | Sign Type ? - Game Rules Sign                          | 1 / L7-05       |
| ? | Sign Type ? - Park Rules Sign                          | 2 / L7-05       |



4 SIGN TYPE A - COMMUNITY MONUMENT

NOT TO SCALE

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
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| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 54 of 58

PROJECT NUMBER: 5311

SIGNAGE

SHEET NUMBER

L7-02

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## FIRESTONE INFORMATION BLOCK

## PROJECT NUMBER: 5311

## SHEET NUMBER

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| DETAIL /<br>SHEET | RELATED<br>DETAILS |
|-------------------|--------------------|
|-------------------|--------------------|

|   |                                                        |           |
|---|--------------------------------------------------------|-----------|
| A | Sign Type A - Community Monument                       | 4 / L7-02 |
| D | Sign Type D - Neighborhood Park                        | 1 / L7-03 |
| E | Sign Type E - Neighborhood Monument and Identity       | 2 / L7-03 |
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| H | Sign Type H - Traffic Regulatory Signs                 | 2 / L7-04 |
| J | Sign Type J - Bicycle Regulatory Signs                 | 5 / L7-02 |
| ? | Sign Type ? - Game Rules Sign                          | 1 / L7-05 |
| ? | Sign Type ? - Park Rules Sign                          | 2 / L7-05 |

1/4" ALUMINUM

LANDSCAPING MULCH APPROXIMATELY 3" ABOVE GRADE TO COVER BASE

STAINLESS STEEL BOLTED CONNECTION

NON-SHRINK GROUT

45° CHAMFER

3/4"

FINISHED GRADE

CONCRETE FOOTING DEPTH TO BE DETERMINED BY SIGN FABRICATOR AND PER LOCAL CODE

NOT TO SCALE

**NOTE:**

- 1) FABRICATOR TO PROVIDE STRUCTURAL ENGINEERING (BY A LICENSED COLORADO ENGINEER) FOR SIGNS AND CONCRETE FOOTINGS.
- 2) FABRICATOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
- 3) SIGNS TO CONFORM TO LOCAL CODES AND ORDINANCES

1'-9"

4.5" 4.5" 2" 6"

7'-0"

WATERSIDE PARK

1/4" THICK ALUMINUM  
BLADE WITH PAINTED  
OXIDIZED METAL FINISH

1/4" THICK ALUMINUM  
6" TALL LETTERS PAINTED WHITE  
MOUNTED ON BOTH SIDES OF BLADE  
FONT: HIGHWAY GOTHIC CONDENSED

1/2" THICK ALUMINUM SIGN PANEL  
12" X 12" GRAPHIC TO BE PROVIDED  
(REFER TO EXAMPLES AT RIGHT)

4'-0"

GABION BASKET  
3' X 3' SQUARE, GALVANIZED WIRE  
4" - 6" ANGULAR COBBLE FILL, LIGHT  
STONE TO MATCH FILING 1

Technical drawing of a rectangular structure, likely a stone wall or foundation. The structure is composed of irregular, stacked stones. A vertical rod or pipe runs through the center of the structure. Above the structure, a dimension line indicates a width of 1'-6" (1 foot 6 inches), with the label "EQ. EQ." (Equal) on either side of the center. Below the structure, a horizontal line represents the ground level, and a rectangular area is filled with a pattern of small circles and lines, possibly representing a foundation or a specific material.

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

1/4" ALUMINUM

LANDSCAPING MULCH APPROXIMATELY 3" ABOVE GRADE TO COVER BASE

STAINLESS STEEL BOLTED CONNECTION

NON-SHRINK GROUT

45° CHAMFER

3/4"

FINISHED GRADE

CONCRETE FOOTING DEPTH TO BE DETERMINED BY SIGN FABRICATOR AND PER LOCAL CODE

1'-11"

4" 6" 4" 6" 4"

9'-8"

COMMUNITY CENTER

1/4" THICK ALUMINUM BLADE WITH PAINTED OXIDIZED METAL FINISH

1/4" THICK ALUMINUM 6" TALL LETTERS PAINTED WHITE MOUNTED ON BOTH SIDES OF BLADE FONT: HIGHWAY GOTHIC CONDENSED

1/2" THICK ALUMINUM SIGN PANEL 12" x 12" GRAPHIC TO BE PROVIDED (REFER TO EXAMPLES AT RIGHT)

4'-0"

GABION BASKET 3" x 3" SQUARE, GALVANIZED WIRE 4" - 6" ANGULAR COBBLE FILL, LIGHT STONE TO MATCH FILING 1

Three stylized brown buildings with a wood-texture base and a colorful geometric logo. The buildings are labeled 'PENINSULA PARK', 'VISTA LAKES', and 'NEIGHBORHOOD NAME' from left to right.

12" X 12" X 1/2"  
SECURE TO BASKETE FROM REAL  
MATCH FILING 1 CONSTRUCTION  
ARTWORK TO BE PROVIDED DURING SHOP DRAWING PROCESS

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



SITE KEYNOTES:

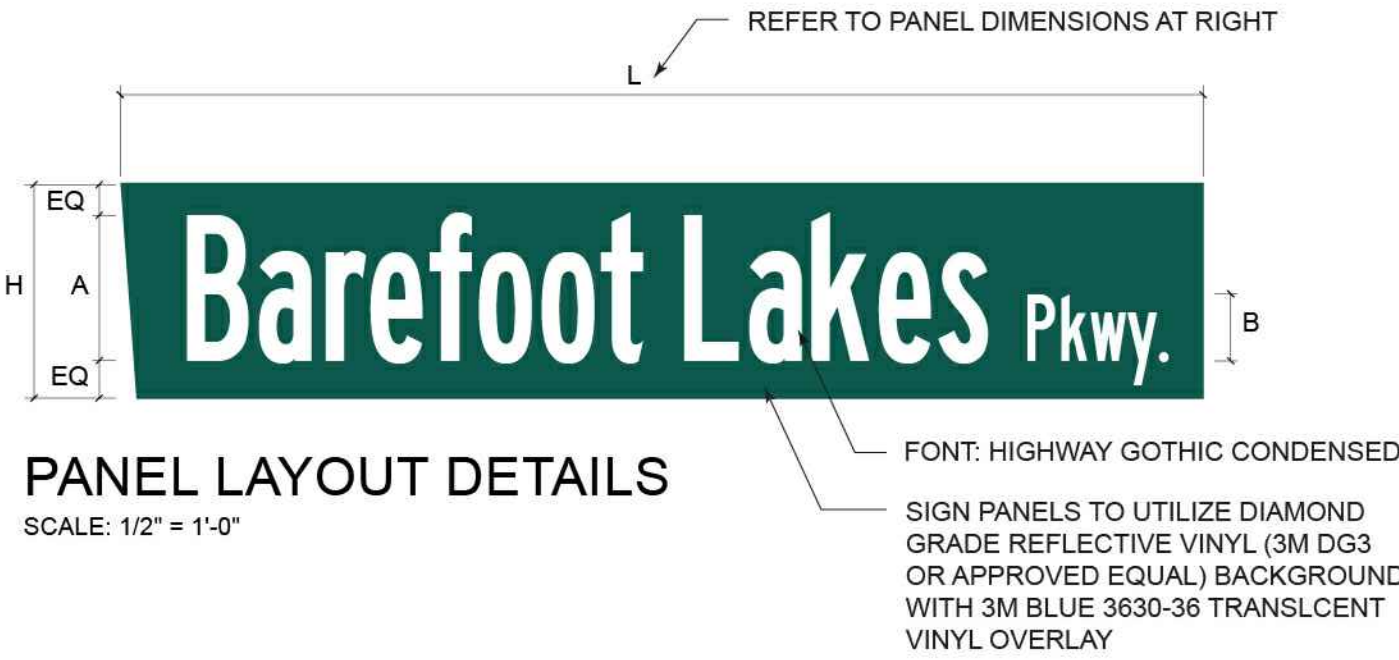
SIGNAGE AND WAYFINDING

|   | DETAIL / SHEET                                         | RELATED DETAILS |
|---|--------------------------------------------------------|-----------------|
| A | Sign Type A - Community Monument                       | 4 / L7-02       |
| D | Sign Type D - Neighborhood Park                        | 1 / L7-03       |
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| H | Sign Type H - Traffic Regulatory Signs                 | 2 / L7-04       |
| J | Sign Type J - Bicycle Regulatory Signs                 | 5 / L7-02       |
| ? | Sign Type ? - Game Rules Sign                          | 1 / L7-05       |
| ? | Sign Type ? - Park Rules Sign                          | 2 / L7-05       |

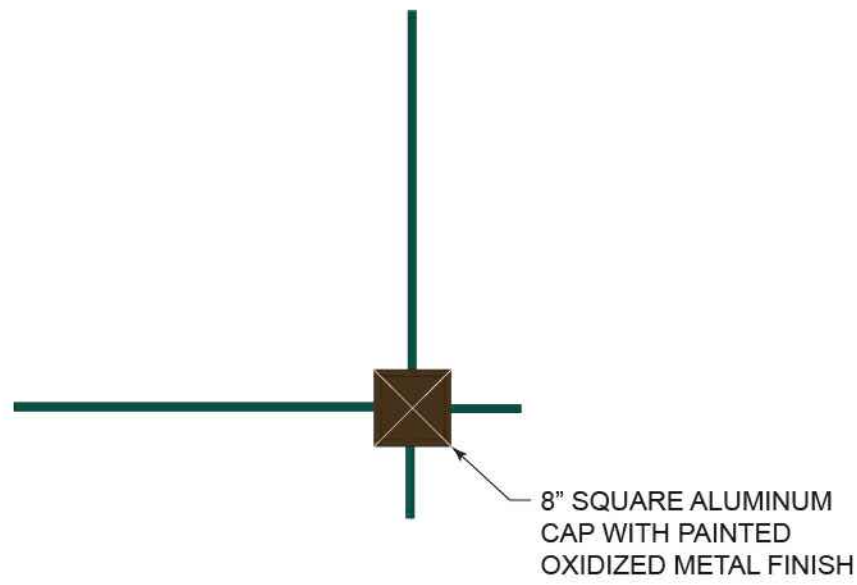
PANEL LAYOUT DIMENSIONS

PANEL DIMENSIONS VARY PER MUTCD FONT SIZE REQUIREMENTS:

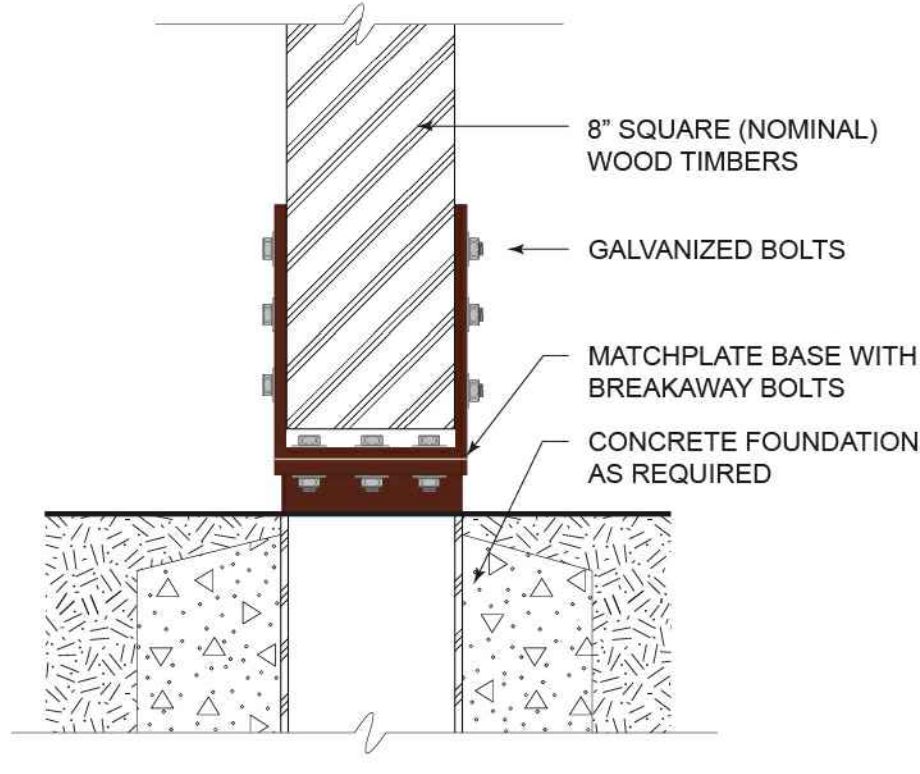
| STANDARD SIZE:      | LARGE SIZE:             |
|---------------------|-------------------------|
| A (UPPER CASE) = 4" | A (UPPER CASE) = 6"     |
| A (LOWER CASE) = 3" | A (LOWER CASE) = 4 1/2" |
| B = 4 7/8"          | B = 4 7/8"              |
| H = 7"              | H = 10 1/2"             |
| L1 = 3'-8 1/2"      | L1 = 5'-0"              |
| L2 = 8 7/8"         | L2 = 1'-0"              |



- NOTE:
- 1) ALL SIGNS TO CONFORM TO THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) INCLUDING THE COLORADO SUPPLEMENT.
  - 2) FABRICATOR TO PROVIDE STRUCTURAL ENGINEERING (BY A LICENSED COLORADO ENGINEER) AND SHOP DRAWINGS FOR SIGNS AND CONCRETE FOOTINGS.
  - 3) FABRICATOR TO CONFIRM THAT BREAKAWAY BASE DESIGN COMPLIES WITH THE NHCD CRASH 350 TEST.
  - 4) ALL SIGN PANELS TO UTILIZE DIAMOND GRADE REFLECTIVE VINYL (3M DG3 OR APPROVED EQUAL)



PLAN VIEW



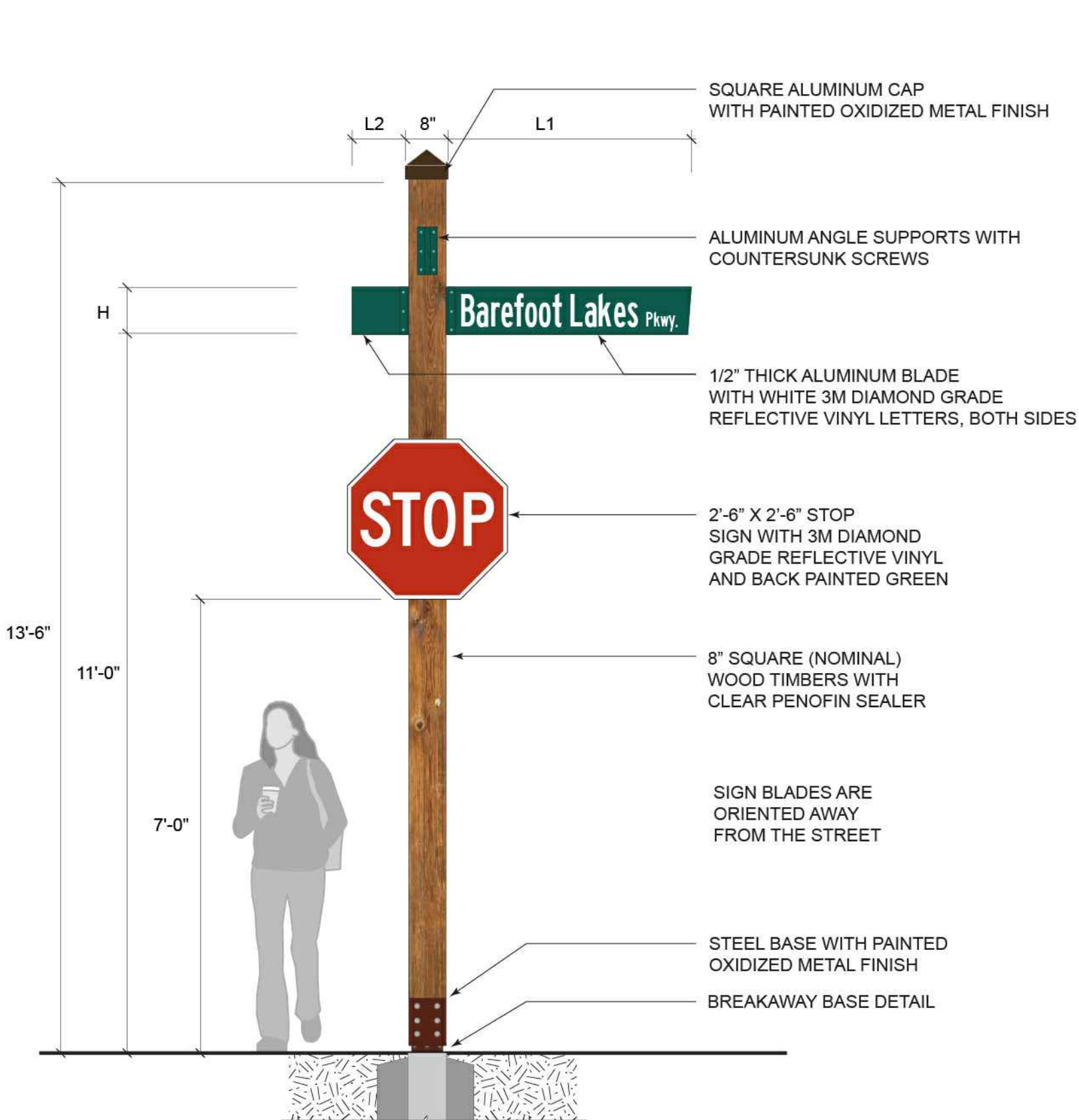
INSTALLATION DETAILS

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

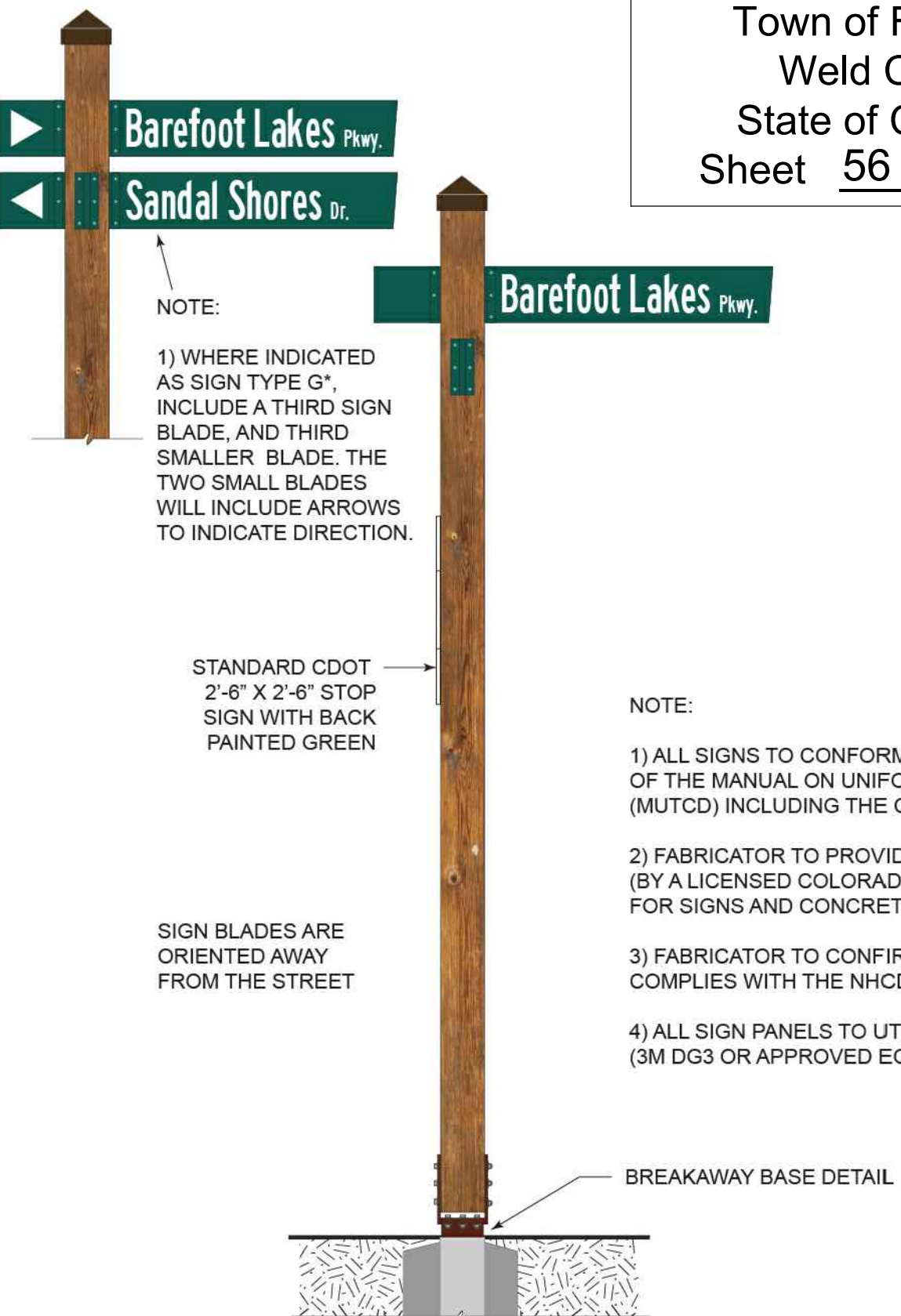
ELEVATION

1 SIGN TYPE G - STREET IDENTIFICATION AND REGULATORY SIGNS

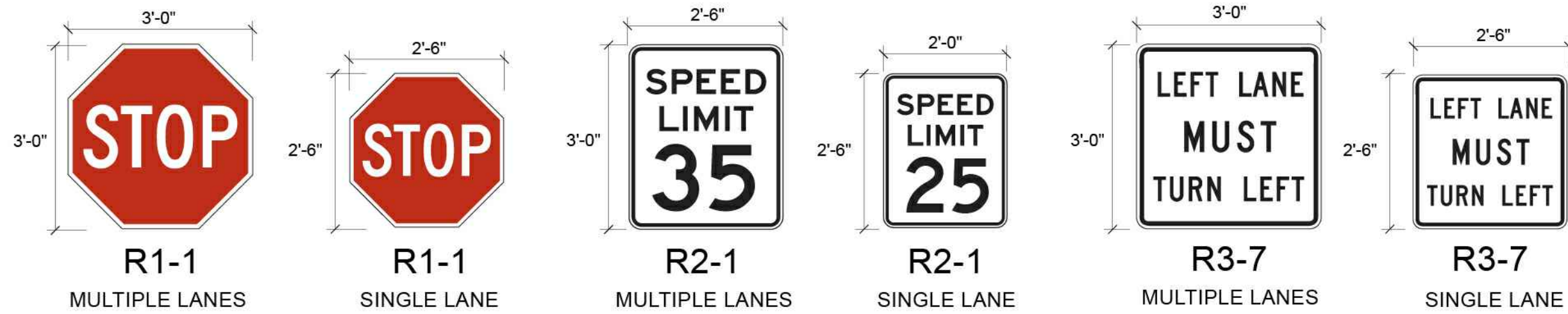
ORIGINAL SCALE: 1/2" = 1'-0"



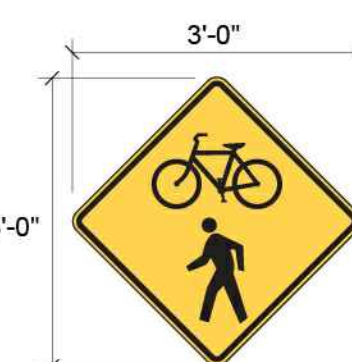
SIDE, TYP.



- NOTE:
- 1) ALL SIGNS TO CONFORM TO THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) INCLUDING THE COLORADO SUPPLEMENT.
  - 2) FABRICATOR TO PROVIDE STRUCTURAL ENGINEERING (BY A LICENSED COLORADO ENGINEER) AND SHOP DRAWINGS FOR SIGNS AND CONCRETE FOOTINGS.
  - 3) FABRICATOR TO CONFIRM THAT BREAKAWAY BASE DESIGN COMPLIES WITH THE NHCD CRASH 350 TEST.
  - 4) ALL SIGN PANELS TO UTILIZE DIAMOND GRADE REFLECTIVE VINYL (3M DG3 OR APPROVED EQUAL)

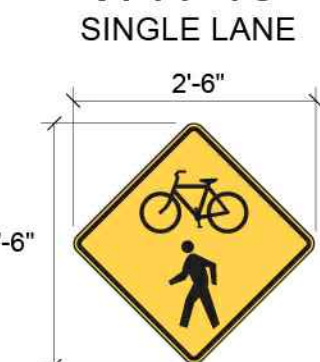


W11-15  
MULTIPLE LANES

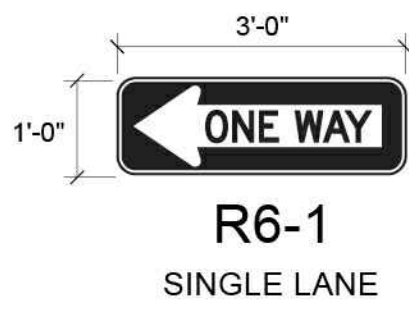


W11-15P

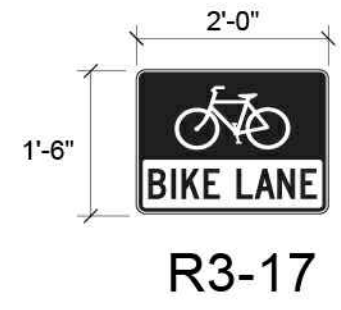
W11-15  
SINGLE LANE



W11-15P



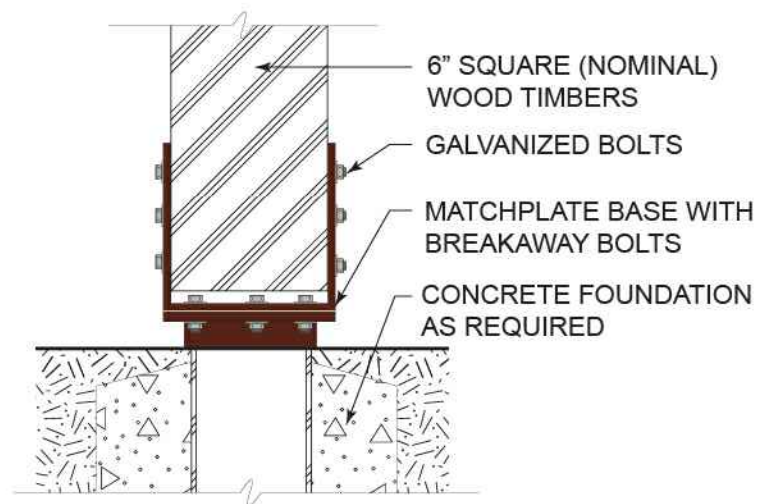
R6-1  
SINGLE LANE



R3-17



R8-3



INSTALLATION DETAILS

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

FRONT ELEVATION

BACK

ELEVATION

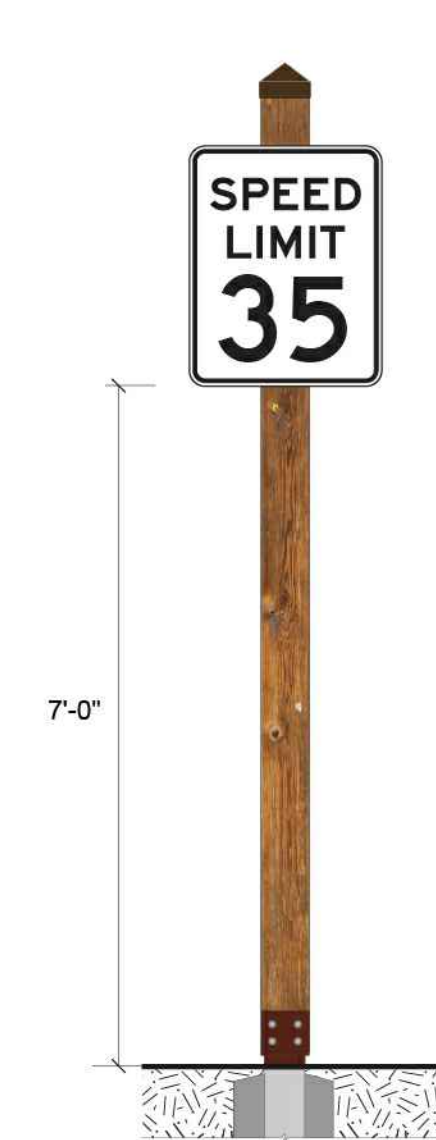
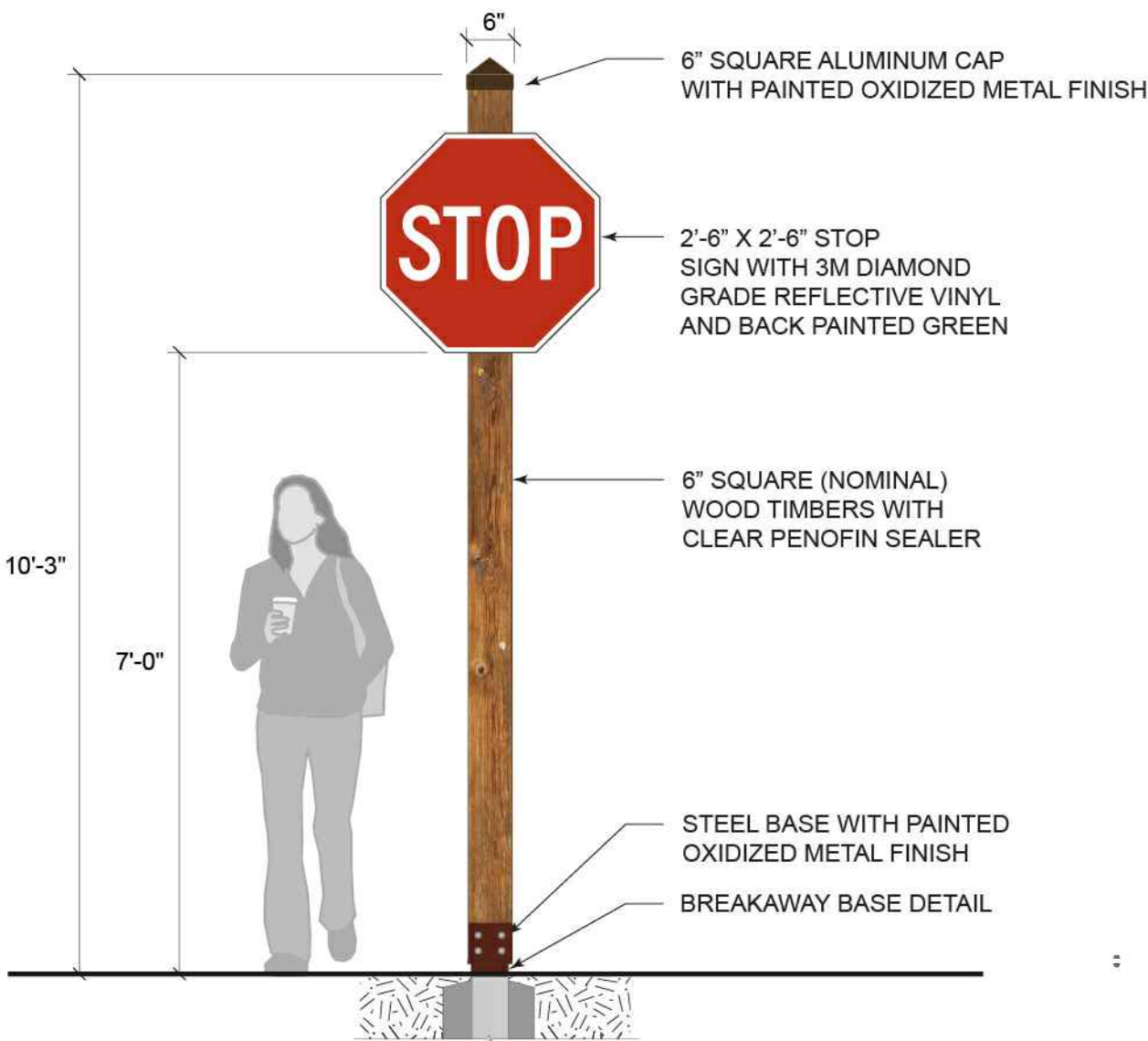
ELEVATION

ELEVATION

PLAN VIEW

2 SIGN TYPE H - TRAFFIC REGULATORY SIGNS

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



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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

|                      |                             |
|----------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 4 |
| Type of Submittal:   | FDP                         |
| Filing #:            | 4                           |
| Phase #:             |                             |
| First Submittal:     | 12.21.2018                  |
| Revision 1:          | 03.14.2019                  |
| Revision 2:          | 06.10.2019                  |
| Revision 3:          |                             |

Sheet 56 of 58

PROJECT NUMBER: 5311

SIGNAGE

SHEET NUMBER

L7-04



Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
LIGHTING PLAN  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 57 of 58

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(303) 623-5186  
Facsimile (303) 623-2260

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

FIRESTONE  
INFORMATION BLOCK

BAREFOOT LAKES

Name of application: Barefoot Lakes Filing No. 4

Type of Submittal: FDP

Filing #: 4

Phase #:

First Submittal: 12.21.2018

Revision 1: 03.14.2019

Revision 2: 06.10.2019

Revision 3:

Sheet 57 of 58

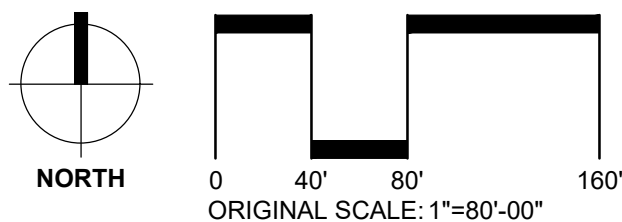
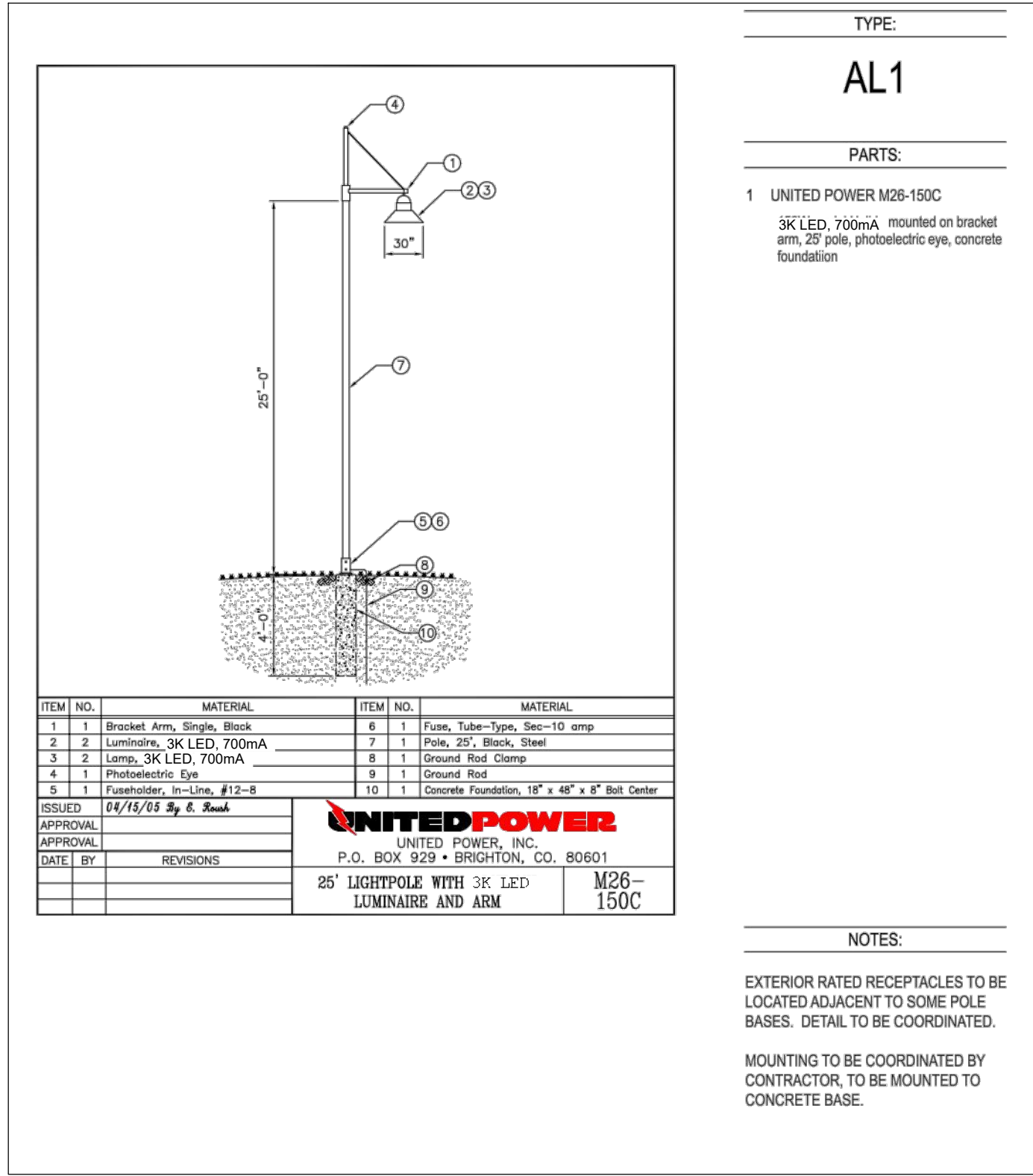
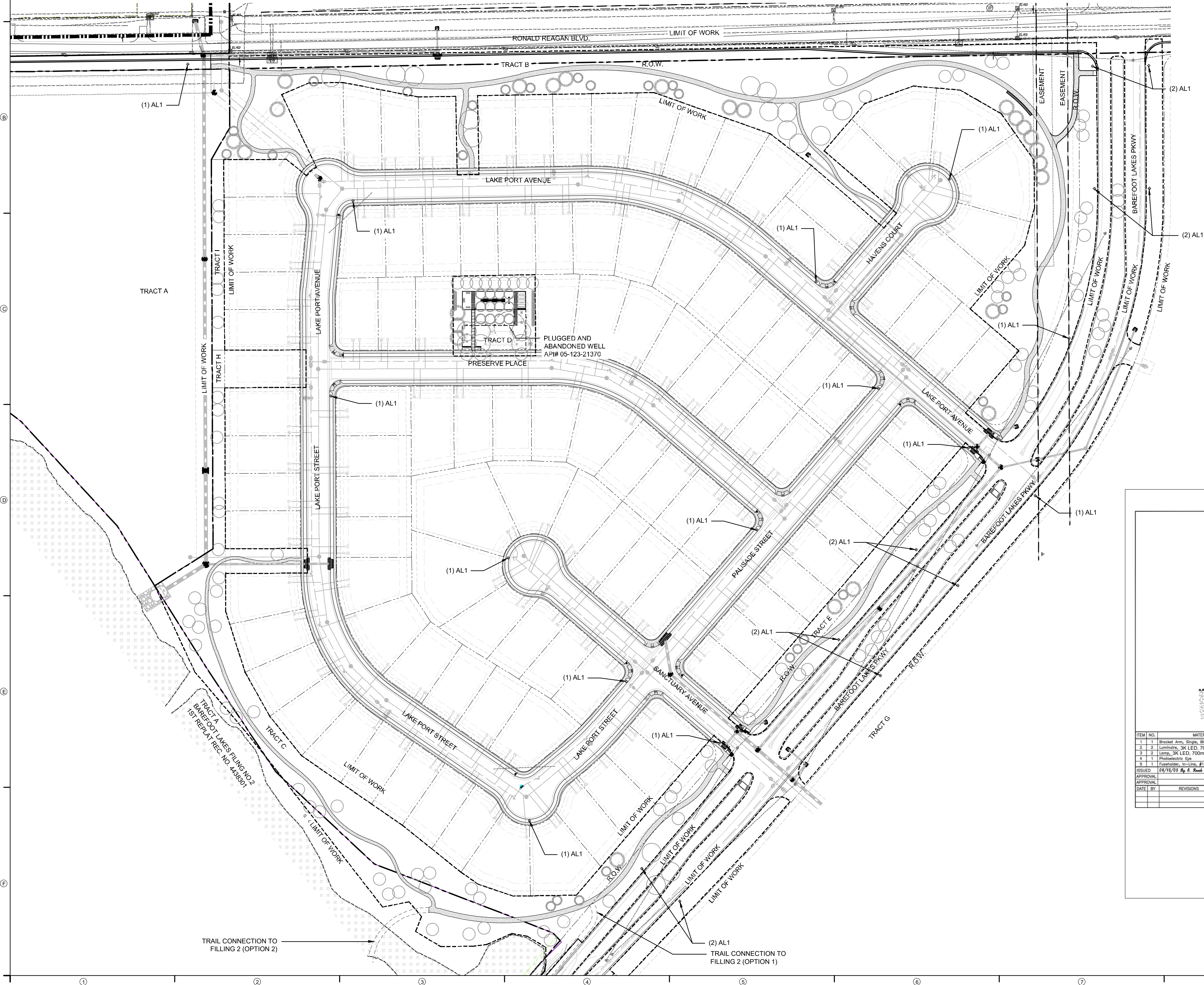
PROJECT NUMBER: 5311

LIGHTING  
PLAN

SHEET NUMBER

L8-01

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Jun 07 2019 - 2:27pm  
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Final Development Plan  
Barefoot Lakes Filing No. 4  
Planned Unit Development  
CHARACTER ELEVATIONS  
Town of Firestone  
Weld County  
State of Colorado  
Sheet 58 of 58

Note:  
• Architecture must be similar to the character depicted in these elevations.  
• Elevations are representative of quality of residences at Barefoot Lakes.

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BAREFOOT LAKES - FILING NO. 4  
FINAL DEVELOPMENT PLAN  
TOWN OF FIRESTONE  
WELD COUNTY  
STATE OF COLORADO

| FIRESTONE<br>INFORMATION BLOCK |                             |
|--------------------------------|-----------------------------|
| BAREFOOT LAKES                 |                             |
| Name of application:           | Barefoot Lakes Filing No. 4 |
| Type of Submittal:             | FDP                         |
| Filing #:                      | 4                           |
| Phase #:                       |                             |
| First Submittal:               | 12.21.2018                  |
| Revision 1:                    | 03.14.2019                  |
| Revision 2:                    | 06.10.2019                  |
| Revision 3:                    |                             |
| Sheet <u>58</u> of <u>58</u>   |                             |

PROJECT NUMBER: 5311

RESIDENTIAL  
CHARACTER  
ELEVATIONS

SHEET NUMBER

L9-1

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Craftsman



Farmhouse



Modern Farmhouse



Modern Prairie



Prairie



**Date: May 30, 2019**

**To: Barefoot LLC**

c/o David Carro  
Barefoot LLC  
6465 Greenwood Plaza Blvd, Ste 700  
Centennial, CO 80111

**From: Schedio Group LLC**

Timothy A. McCarthy, P.E., Owner  
808 9<sup>th</sup> Street  
Greeley, CO 80631

**Subject: Plug and Abandon Well Report | Hamlin State 4-36A**

---

Mr. Carro

Per your request, Schedio Group LLC (Schedio Group) has prepared this Plug and Abandon Well Report for the Hamlin State 4-36A well (Well) located in Section 06 of Township 03N, Range: 68W, Weld County, Colorado. More specifically, the well is located just south of County Road 28 and east of Eagle River Road at Latitude 40.188516, Longitude -104.958990. The operator of record is Kerr McGee Oil & Gas Onshore LP (Kerr McGee) with operator number 47120.

The purpose of this Plug and Abandon Well Report is to:

- I. Demonstrate that requisite documentation associated with Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC)
- II. State that a representative from Schedio Group observed that the well was Plugged and Abandoned and that the associated flowline was removed

If you have any questions about the attached, please do not hesitate to call or email.

Thank you for choosing Schedio Group LLC.

Respectfully



Timothy A. McCarthy, P.E.  
Owner Schedio Group LLC



# Plug and Abandon Well Report

Hamlin State 4-36A | API 05-123-21370-00

Operator: Kerr McGee Oil & Gas Onshore LP

**PREPARED FOR**

BAREFOOT LLC

6465 GREENWOOD PLAZA BLVD, STE 700

CENTENNIAL, CO 80111

**PREPARED BY**

SCHEDIO GROUP LLC

808 9<sup>TH</sup> STREET GREELEY

CO, 80631

**DATE PREPARED**

May 30, 2019

**LICENSED PROFESSIONAL ENGINEER**

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349



## TABLE OF CONTENTS

### ENGINEER'S REPORT

|                                        |          |
|----------------------------------------|----------|
| <b>Purpose .....</b>                   | <b>1</b> |
| <b>Operator Information .....</b>      | <b>1</b> |
| <b>Well Information .....</b>          | <b>1</b> |
| <b>Narrative.....</b>                  | <b>1</b> |
| <b>Photographs .....</b>               | <b>2</b> |
| <b>List of Documents Reviewed.....</b> | <b>4</b> |

### ENGINEER'S VERIFICATION

|                                                |          |
|------------------------------------------------|----------|
| <b>Plug and Abandon Well Verification.....</b> | <b>5</b> |
|------------------------------------------------|----------|



## ENGINEER'S REPORT

### PLUG AND ABANDON WELL REPORT | HAMLIN STATE 4-36A

#### I. Purpose

The purpose of this Plug and Abandon Well Report is to:

- a. Demonstrate that all requisite documentation associated with Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC)
- b. State that a representative from Schedio Group observed that the Well was Plugged and Abandoned and that associated flowline was removed

#### II. Operator Information

Name of Operator: Kerr McGee Oil & Gas Onshore LP (Kerr McGee)

Operator Number: 47120

#### III. Well Information

Well Name: Hamlin State

Well Number: 4-36A

API Number: 05-123-21370-00

Location: Qtr/Qtr: NWNW

Latitude 40.188516, Longitude -104.958990

Township: 3N Range: 68W Section: 36 Meridian: 6

County: Weld

#### IV. Narrative

Schedio Group was engaged by Barefoot LLC to both observe the Plugging and Abandoning process for the Well, including the removal of the well's associated flowline, and verify that all requisite documentation was submitted to and approved by COGCC.

Schedio Group LLC (Schedio Group) was onsite December 3, 2018 and observed Kerr McGee setting up to commence the Plugging and Abandoning process (See Figure 1 below). Schedio Group was onsite again on December 19, 2018 and observed the completed Plugging and Abandoning process (See Figure 2 below). Subsequent to the Plugging and Abandoning of the Well, Kerr McGee commenced removal of the Well's associated flowline. Schedio Group was on site on January 9, 2019 to observe Kerr McGee commencing the removal of the Well's

associated flowline (See Figure 3 below). Schedio Group was on site on January 10, 2019 to observe the removal of the Well's associated flowline (See Figure 4 below).

Associated with the Plugging and Abandoning process, Kerr McGee submitted various requisite forms to COGCC. These forms are publicly available at the following url:

<https://cogcc.state.co.us/weblink/results.aspx?id=12321370>

For a complete list of documents submitted to COGCC by Kerr McGee, see section VI List of Documents Reviewed below.

In addition to Schedio Group's on-site observations of the Plugging and Abandoning process and removal of the associated flowline, Schedio group received an email from Kerr McGee on March 19, 2019 stating the following:

"The Form 6 subsequent report (SR) was submitted to the state on 1/22/2019 showing a plugging date of 12/26/2018. The Form 42 was submitted 1/15/2019 to show the on-location flowline removal on 1/9/2019. The Hamlin State 4-36A P&A is complete. The well head was cut and capped on 12/26/2018. The entire flow line (2,084 feet) was removed on 1/9/2019."

## **V. Photographs**



*Figure 1- Hamlin 4-36A Anadarko Setting Up to P&A Well (December 3, 2018)*





*Figure 2- Hamlin 4-36A Well P&A Completed (December 19, 2018)*



*Figure 3 - Hamlin 4-36A Flowline Removal (January 9, 2019)*



*Figure 4 - Hamlin 4-36A Flowline Being Hauled Away (January 10, 2019)*

#### **VI. List of Documents Reviewed**

Form 42 – Field Operations Notice, Document 401334241 Date Received 07/07/2017

This form is a notice stating that flowlines were abandoned on 05/25/2017.

Form 6 – Well Abandonment Report, Document No. 401615931 Date Received 04/22/2018

This form is a Notice of Intent to Abandon the well due to Production being Sub-economic.

Form 42 – Field Operations Notice, Document 401904732 Date Received 01/15/2019

This form is a notice stating that flowlines were abandoned on 01/09/2019.

Form 42 – Field Operations Notice, Document 401857101 Date Received 11/30/2018

This form is a notice stating that plugging operations started on 12/04/2018.

Form 42 – Field Operations Notice, Document 401857101 Date Received 11/30/2018

This form is a notice stating that plugging operations started on 12/04/2018.

Form 17 – Bradenhead Test Report, Document 401810551 Date Run 10/25/2018

This form states that before plugging the well, “Surface casing produced no fluids. Surface casing shut in for 15 min ended with 0 PSI”.

Form 6 – Well Abandonment Report, Document No. 401615931 Date Received 04/22/2018

This form is a Subsequent Report of Abandonment which states that the Well was plugged on 12/26/2018. This form states, “Based on the information provided herein, this Well





Abandonment Report (Form 6) complies with COGCC Rules and applicable orders and is hereby approved.” This form was approved on March 18, 2019.

## ENGINEER'S VERIFICATION

### PLUG AND ABANDON WELL VERIFICATION | HAMLIN STATE 4-36A

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the processes of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable documents related to the processes under consideration and hereby verifies:

Requisite documentation associated with the Plugging and Abandoning process for the Well has been submitted to Colorado Oil and Gas Conservation Commission (COGCC) and is publicly available.

A representative from Schedio Group observed that the Well was Plugged and Abandoned and that the associated flowline was removed.



---

Timothy A. McCarthy, P.E.

Colorado License No. 44349

---

May 30, 2019

Date



**TOWN OF FIRESTONE, COLORADO  
NOTICE OF PUBLIC HEARING**

**Notice** is hereby given that the Town of Firestone Planning and Zoning Commission will hold a Public Hearing commencing at 7:00 p.m., Thursday, July 11, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of Barefoot, LLC for approval of final plat and final development plan applications for Barefoot Lakes Filing No. 4.

**Further Notice** is hereby given that the Board of Trustees of the Town of Firestone will hold a Public Hearing commencing at 7:00 p.m., Wednesday, July 24, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of Barefoot, LLC for approval of final plat and final development plan applications for Barefoot Lakes Filing No. 4.

The approximate location of the property subject to the hearings is south and east of the intersection of Birch Street (WCR 11) and Ronald Reagan Boulevard (WCR 28). The legal description for the proposed final plat and final development plan is set forth in Exhibit A.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration.

The application is on file with the Town of Firestone. For questions or comments contact:

Town of Firestone  
Planning & Development Department  
8308 Colorado Blvd., Suite 200  
Firestone, CO 80504  
Phone: (303) 833-3291  
Fax: (720) 476-4232

TOWN OF FIRESTONE, COLORADO  
Leah Vanarsdall  
Town Clerk

**EXHIBIT A**

**(Legal Description)**

TRACTS C AND E, BAREFOOT LAKES FILING NO. 2, 1<sup>ST</sup> REPLAT AS RECORDED ON OCTOBER 02, 2018 UNDER RECEPTION NO. 4438301 AND TRACT D, BAREFOOT LAKES FILING NO. 3 AS RECORDED ON AUGUST 13, 2018 UNDER RECEPTION NO. 4422565 OF THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER AND A PARCEL OF UNPLATTED LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, ALL MORE PARTICULARLY DESCRIBED AS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 35, WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 BEARS SOUTH 89°16'34" WEST, A DISTANCE OF 2,655.85 FEET WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, SOUTH 00°15'20" EAST, A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF WELD COUNTY ROAD 28 AS SHOWN ON ST. VRAIN LAKES FILING NO. 1 FINAL PLAT AS RECORDED ON APRIL 04, 2007 UNDER RECEPTION NO. 3467131, IN SAID RECORDS, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 28 AS RECORDED UNDER RECEPTION NO. \_\_\_\_\_, NORTH 88°58'33" EAST, A DISTANCE OF 2643.09 FEET TO EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE ALONG SAID EAST LINE, SOUTH 00°19'03" EAST, A DISTANCE OF 1,271.41 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 36;

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

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, SOUTH 88°29'44" WEST, A DISTANCE OF 1,270.66 FEET TO THE SOUTHWEST CORNER OF SAID TRACT D;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT D THE FOLLOWING EIGHT (8) COURSES;

1. NORTH 01°30'16" WEST, A DISTANCE OF 70.84 FEET;



2. NORTH 12°05'48" EAST, A DISTANCE OF 220.00 FEET;
3. NORTH 22°09'52" EAST, A DISTANCE OF 111.72 FEET;
4. NORTH 17°27'09" EAST, A DISTANCE OF 54.72 FEET;
5. NORTH 08°52'41" WEST, A DISTANCE OF 70.64 FEET;
6. NORTH 35°12'31" WEST, A DISTANCE OF 70.64 FEET;
7. NORTH 61°32'21" WEST, A DISTANCE OF 54.06 FEET;
8. NORTH 71°14'04" WEST, A DISTANCE OF 306.75 FEET TO THE  
NORTHERLY BOUNDARY OF SAID BAREFOOT LAKES FILING NO. 3;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING FIVE (5)  
COURSES;

1. CONTINUING NORTH 71°14'04" WEST, A DISTANCE OF 244.45 FEET;
2. NORTH 85°34'54" WEST, A DISTANCE OF 172.27;
3. NORTH 69°09'19" WEST, A DISTANCE OF 53.98 FEET;
4. NORTH 52°10'29" WEST, A DISTANCE OF 238.10 FEET;
5. NORTH 69°35'07" WEST, A DISTANCE OF 53.59 FEET TO THE EASTERLY  
BOUNDARY OF SAID TRACT D, BAREFOOT LAKES FILING NO. 2, 1<sup>ST</sup>  
REPLAT, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE  
SOUTHEASTERLY HAVING A RADIUS OF 685.00 FEET, THE RADIUS POINT  
OF SAID CURVE BEARS SOUTH 66°09'20" EAST;

THENCE ALONG THE EASTERLY BOUNDARY OF TRACTS D AND A OF SAID  
BAREFOOT LAKES FILING NO. 2, 1<sup>ST</sup> REPLAT, NORTHEASTERLY ALONG SAID  
CURVE THROUGH A CENTRAL ANGLE OF 16°53'53", AN ARC LENGTH OF 202.02  
FEET;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID TRACT A,  
NORTH 40°44'33" EAST, A DISTANCE OF 66.39 FEET TO THE NORTHERLY  
BOUNDARY OF SAID TRACT A;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING ELEVEN (11)  
COURSES;

1. NORTH 43°43'19" WEST, A DISTANCE OF 16.79 FEET;
2. NORTH 68°53'21" WEST, A DISTANCE OF 306.56 FEET;
3. NORTH 46°55'52" WEST, A DISTANCE OF 215.87 FEET;
4. NORTH 33°41'04" WEST, A DISTANCE OF 205.11 FEET;
5. NORTH 32°10'48" WEST, A DISTANCE OF 263.07 FEET;
6. NORTH 42°35'00" WEST, A DISTANCE OF 225.21 FEET;
7. NORTH 52°15'34" WEST, A DISTANCE OF 190.48 FEET;
8. NORTH 70°58'30" WEST, A DISTANCE OF 274.11 FEET;
9. NORTH 65°33'14" WEST, A DISTANCE OF 657.81 FEET;
10. NORTH 81°38'23" WEST, A DISTANCE OF 115.49 FEET;
11. NORTH 00°43'40" WEST, A DISTANCE OF 51.90 FEET TO THE SOUTHERLY  
RIGHT-OF-WAY OF WELD COUNTY ROAD 28 AS SHOWN ON SAID ST.  
VRAIN LAKES FILING NO. 1 FINAL PLAT;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 28,  
NORTH 89°16'34" EAST, A DISTANCE OF 1426.22 FEET TO THE **POINT OF  
BEGINNING**;

CONTAINING AN AREA OF 139.334 ACRES (6,069,376 SQUARE FEET), MORE OR  
LESS.

---

Please publish in the Times-Call on Tuesday, June 25, 2019.

Please send the affidavit of publication and billing to:

Town Clerk  
Town of Firestone  
PO Box 100  
Firestone, CO 80520-0100



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: July 24, 2019

Initiated By: Todd Bjerkaas

Dept: Planning & Zoning

#### **AGENDA TITLE**

**Resolution 19-63:** A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE ENCROACHMENT LICENSE AGREEMENT WITH BLACK DIAMOND ROCKIES MIDSTREAM LLC AND AUTHORIZING THE MAYOR TO SIGN THE ENCROACHMENT LICENSE AGREEMENT

#### **SUMMARY**

Staff has prepared a resolution for consideration by the Board to enter into an Encroachment License Agreement with Black Diamond Rockies Midstream LLC

The encroachment license agreement provides for a non-exclusive 20' wide license area within Central Park (for separate consideration by the Firestone Finance Authority) for an underground oil pipeline and appurtenant underground facilities necessary for the conveyance of liquid hydrocarbons from the Kugel pad in Central Park. The license also provides for underground crossings of Frontier Street and Pine Cone Avenue which is for the Board of Trustees consideration.

#### **HISTORY AND PREVIOUS BOARD ACTION**

The Town of Firestone and the Firestone Finance Authority entered into the First Amendment to Compatible Development and Surface Use Agreement for the Central Park property on December 12, 2018.

The Town of Firestone approved a Special Use Permit for Crestone Peak Resources for the Kugel location on February 27, 2019.

#### **RECOMMENDATION**

Staff recommends that the Board approve the attached resolution authorizing the Mayor to sign the Encroachment License Agreement.

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. 8a - Reso 19-63 Black Diamond Encroachment License Agreement Approval
2. BDRM Firestone Encroachment License 072419 Final

#### **FINANCIAL CONSIDERATIONS**

## **RESOLUTION 19-63**

### **A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE ENCROACHMENT LICENSE AGREEMENT WITH BLACK DIAMOND ROCKIES MIDSTREAM LLC AND AUTHORIZING THE MAYOR TO SIGN THE ENCROACHMENT LICENSE AGREEMENT.**

WHEREAS, on September 25, 2006, Foundation Energy Management, LLC, and EnCana Oil & Gas (USA) Inc. entered into a Compatible Development and Surface Use Agreement with the Town of Firestone and the Firestone Finance Authority and such agreement was recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 3427732 on October 16, 2006; and

WHEREAS, Crestone Peak Resources Holdings LLC is the successor-in-interest to the mineral operating working interests of Foundation Energy Management, LLC and EnCana Oil & Gas (USA) Inc. in the Property and under the Compatible Development and Surface Use Agreement; and

WHEREAS, on December 12, 2018, Crestone Peak Resources Holdings LLC entered into the First Amendment to Compatible Development and Surface Use Agreement with the Town of Firestone and the Firestone Finance Authority; and

WHEREAS, on February 27, 2019, the Town of Firestone Board of Trustees approved a Special Use Permit for Crestone Peak Resources for oil and gas wells for the property; and

WHEREAS, an underground oil pipeline and appurtenant underground facilities are necessary for the conveyance of liquid hydrocarbons from the oil and gas wells; and

WHEREAS, the Town of Firestone desires to provide a 20' wide license area and right-of-way crossings at Frontier Street and Pine Cone Avenue to Black Diamond Rockies Midstream LLC to accommodate such facilities; and

WHEREAS, the Board of Trustees of the Town of Firestone considered the acceptance of the Encroachment License Agreement, attached hereto as Exhibit A, on July 24, 2019; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Encroachment License Agreement.

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

**Section 1.** The Board of Trustees of the Town of Firestone hereby approves the Encroachment License Agreement, attached hereto as Exhibit A, with Black Diamond Rockies Midstream LLC and authorizes the Mayor to sign and bind the Town to the Agreement.



**INTRODUCED, READ AND ADOPTED** this 24th day of July, 2019.

---

Bobbi Sindelar, Mayor

ATTEST:

---

Leah Vanarsdall, Town Clerk

Exhibit A  
Encroachment License Agreement



**ENCROACHMENT LICENSE AGREEMENT  
(Town of Firestone)**

This **ENCROACHMENT LICENSE AGREEMENT** (“Agreement”) dated to be effective on \_\_\_\_\_, 2019 (“Effective Date”) is between the Town of Firestone, a Colorado municipal corporation, the Firestone Finance Authority, a corporate body politic of the State of Colorado, (individually, the “Town” and “FFA,” respectively, and collectively, “Owner”), and Black Diamond Rockies Midstream LLC, a Colorado limited liability company (“Licensee”). Town and Licensee may be referred to in the singular sense as a “Party” or in the collective sense as the “Parties.”

**Recitals**

The Town and FFA are the owners of real property located in the Town of Firestone in Weld County, Colorado (collectively, “Town Property”).

Licensee proposes to construct, own and operate a single underground oil gathering pipeline and appurtenant underground facilities (“Underground Facilities”) located on Town Property, as described in more particular detail on Exhibit A attached hereto and incorporated herein (“License Area”).

The Parties desire to enter into a license agreement respecting the Licensee’s encroachment upon and use of the Town Property pursuant to the terms and conditions set forth herein.

**Agreement**

For good and valuable consideration given and acknowledged by the Parties, and in consideration of the provisions set forth herein, the parties agree as follows:

1. Grant of License. Owner hereby grants to Licensee a personal privilege, in the form of a revocable, non-exclusive license (“License”), subject to the terms and conditions as set forth herein, to use the License Area.

2. Use of Town Property.

(a) The License Area may be used by the Licensee for the sole and exclusive purpose of accessing, locating, constructing, installing, operating, maintaining, repairing, removing, and replacing the Underground Facilities.

(b) The Underground Facilities shall be installed in accordance with the plans and specifications approved by the Town Engineer prior to beginning the installation of such Underground Facilities. The Town Engineer may require modifications to such plans and specifications prior to approval thereof. Any proposed changes to the approved plans and specifications shall be submitted to the Town for review and approval in writing prior to making such changes.

(c) All work approved by the Town shall be completed in compliance with all codes, ordinances, rules, and regulations of the Town.

(d) All Underground Facilities installed within the License Area shall be buried to a depth of not less than sixty inches (60”) from the existing ground elevation. Except for surface markers, all facilities installed pursuant to the license granted herein shall be located entirely underground.

(e) Except for the Underground Facilities specifically authorized by Owner, Licensee shall not place, build, erect, or add any structures, pipelines, facilities, improvements or other items on, under, over or across the License Area or Town Property.

(f) Any changes, expansions or alterations in any way to the Underground Facilities shall require additional advance approval by Owner.

(g) Licensee's use of the License Area shall be subject to all existing utility easements, if any, located on, under, or above the Town Property.

(h) Licensee acknowledges that the use hereunder is of the License Area in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that Owner shall have no obligation to repair, replace, or improve any portion of the Town Property in order to make the License Area or Town Property suitable for Licensee's intended uses.

### 3. Term and Termination.

(a) This Agreement shall commence on the Effective Date, and shall continue until terminated pursuant to Section 3(b).

(b) The Town may terminate this Agreement by delivering 30 days advance written notice to Licensee, if Licensee removes and does not replace the Underground Facilities, abandons its use or operation of the Underground Facilities, or otherwise abandons its use and enjoyment of the License Area pursuant to the rights granted herein.

(c) Either Party may terminate this Agreement if the other Party defaults in the performance of any of its obligations hereunder and fails to cure such default within 30 days following the giving of written notice by the other party ("Cure Period"), unless such Cure Period is extended by mutual agreement of the Parties.

(d) In the event of termination, Licensee shall not be entitled to receive a refund of any portion of the consideration paid herein for the License, nor shall Licensee be compensated for the cost of removal of Licensee's improvements from the Town Property.

4. Consideration. Licensee shall remit payment of consideration of **THIRTY-FIVE THOUSAND, FOUR-HUNDRED AND FIFTY DOLLARS AND NO/100 (\$35,450.00)** to the Town concurrently with the execution and delivery of this Agreement.

5. No Estate Created or Conveyed. It is the express intent of the Parties that the License granted herein does not create or convey an estate, interest, or claim in or to the Town Property or License Area, and that the Licensee's location, construction, and use of Underground Facilities on the Town Property does not create a license coupled with any property interest in or claim to the License Area or Town Property.

### 6. Reservation of Rights.

(a) Owner reserves all other rights in and to the License Area, including the right to use and occupy the License Area for any purpose whatsoever, including without limitation, other utilities and utility crossings, irrigation systems, landscaping, vehicular and pedestrian access, or any other surface or underground improvements.

(b) Should the Underground Facilities, for any reason, impede, restrict or limit in any manner whatsoever Owner's use of the License Area, Licensee shall be responsible for any incremental cost incurred by the Town or FFA to bypass or to avoid disturbing the Underground Facilities when designing, constructing, installing, or modifying any future improvements within the License Area.

(c) Licensee's loss of use of the Underground Facilities arising out of or relating to the Owner's use of the License Area shall not entitle Licensee to any compensation for damages or loss from Owner, in any manner whatsoever.



7. Record Drawings. On or before the 60<sup>th</sup> day following Licensee's completion of construction of Underground Facilities, Licensee shall provide Owner detailed digital record drawings of such Underground Facilities for review and acceptance in conformance with the Town's Design Criteria. Record Drawings shall show the location of the Underground Facilities with a reference distance to an existing section monument. The plan view shall also show existing surface features and known utilities within ten (10) feet of the License Area, as well as any valves, fittings, or other appurtenances on the gas pipeline and within the License Area.

8. Monumentation and Marking. Licensee shall place and maintain permanent, above-grade monumentation and marking at all locations where the Underground Facilities enter upon the boundaries of the License Area, at changes of direction, and enter upon the boundaries of road right-of-way, as approved by the Town Engineer. Markers shall include phone numbers to call for line locates and 24-hour emergency repair. Licensee shall install tracer wire no more than 18" above and along the entire length of the Underground Facilities.

9. Permitted Users. Licensee's affiliates, employees, business invitees, contractors, tenants, contractors, lessees, agents, customers and others ("Permitted Users") may use the License, provided that all such uses shall be within the scope of this Agreement.

10. Maintenance.

(a) Licensee agrees to take such actions, at its sole expense, as are necessary to maintain the Underground Facilities in good and safe working condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the Town Property.

(b) In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any Owner installations, structures, utilities, or improvements on, under, or adjacent to the Town Property.

11. Damage and Restoration. Licensee shall be responsible for all damage to the License Area or Town Property arising out of or resulting from the Underground Facilities, or its use of the Underground Facilities or License granted herein. Licensee, at its sole expense, shall restore the surface of the License Area and shall restore any improvements, landscaping, and other facilities located in the License Area to the conditions that existed immediately prior to the commencement of any of Licensee's activities permitted hereunder.

12. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Town, which authorization shall not be unreasonably withheld, conditioned, or delayed. Such consent, if granted by the Town, shall be conditioned upon such assignee's assumption, in writing in a form acceptable to Town, of all of Licensee's obligations set forth herein.

13. Removal Of Encroachment Upon Termination. Upon termination of this Agreement, the Parties agree that Licensee shall cut, clean, and remove all Licensee's Underground Facilities located on Town Property, unless such removal of Licensee's Underground Facilities is waived by the Town in its sole discretion, and Licensee shall cap and structurally fill any underground pipeline installed within the road right-of-way.

14. Insurance.

(a) Coverages. Licensee shall procure and maintain or self-insure, at its own cost, a policy or policies of insurance sufficient to insure against, claims, demands, and other obligations assumed by Licensee pursuant to this Agreement. All of Licensee's contractors shall be insured pursuant to their master service contracts with Licensee. Such coverages shall include:

(i) Worker's Compensation insurance as required by law.

(ii) Commercial General Liability insurance with minimum combined single limits of \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises and operations, personal and advertising injury, blanket contractual liability, and products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees and contractors as additional insureds to the extent of the liabilities assumed by Licensee herein.

(iii) Excess or Umbrella Liability insurance, on an occurrence basis, in excess of the Commercial General Liability insurance, with coverage as broad as such policy, with a limit of \$2,000,000.

(b) Form. Such insurance shall be in addition to any other insurance requirements imposed by law. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

(c) Certificate. Licensee shall provide to Owner a certificate of insurance or self-insurance letter as evidence that the required coverages are in full force and effect. The certificate or letter shall identify this Agreement.

15. Waiver Of Claims Against Owner. Licensee hereby waives any and all claims which Licensee may or might hereafter have or acquire against Owner for loss or damage to the Licensee's improvements arising from the use by Owner, or the public, of the Town's Property for any purpose, except to the extent such claims are caused by the negligence of the Owner, its officers, its employees, or its subcontractors.

16. Indemnification. Licensee agrees to indemnify, defend and hold harmless Owner, its officers, employees, and insurers from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, to the extent caused by Licensee, and which arise out of or are in any manner connected with: (i) the existence of the Underground Facilities; or (ii) the use, maintenance or repair of the Underground Facilities and the use of the License Area pursuant to this Agreement. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at its sole expense.

17. Mechanics' Liens. Licensee shall not allow any mechanics' or similar liens to be filed against the Town's Property arising from any work done by Licensee on the Town's Property, and Licensee shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Owner in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Property by reason of labor performed by, or materials furnished for, the Licensee, the Licensee shall, within 30 days thereafter, at the Licensee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed.

18. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following: (i) if to the Town, Attn: Town Manager, Town of Firestone, P.O. Box 100, Firestone, CO 80520; (ii) if to the FFA, Attn: \_\_\_\_\_, P.O. Box 100, Firestone, CO 80520; and (iii) if to the Licensee, Attn: \_\_\_\_\_, Black Diamond Rockies Midstream LLC, \_\_\_\_\_, Suite \_\_\_\_\_, \_\_\_\_\_, Colorado 8\_\_\_\_. Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Section 18.

19. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal,



shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

20. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

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

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

23. Modification. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

24. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

27. Authority Of Owner. This Agreement is entered into pursuant to a Resolution of the Board of Trustees of the Town of Firestone, Colorado adopted July 24, 2019, and a Resolution of the Board of Directors of the Firestone Finance Authority adopted July 24, 2019.

*[Signatures and acknowledgments on following page]*





## EXHIBIT "A"

April 2, 2019  
Sheet 1 of 2

Attachment to Grant, by and between  
Firestone Finance Authority, as "Grantor", and  
Black Diamond Rockies Midstream LLC, as "Grantee".

### WELD COUNTY, COLORADO 20 FOOT WIDE EASEMENT DESCRIPTION

A twenty (20) foot wide strip of land being a portion of Outlot 2, Firestone Central Park First Filing Minor Subdivision, in the northeast quarter of Section 18, Township 2 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado, said strip being 10 feet each side of the following described centerline:

Note:

1. The Basis of Bearings is the south line of the northeast quarter of Section 18, T-2-N, R-67-W 6th P.M., as monumented with an illegible aluminum cap at the east end and an aluminum cap PLS 23500 at the west end, with a grid bearing of N 89°28'39" W.
2. The side lines of the right of way are to be lengthened and/or shortened as necessary to end at the property lines.
3. All directions, distances, and dimensions shown hereon are based on coordinates from the Colorado coordinate system of 1983 north zone (C.R.S. 38-52-102).

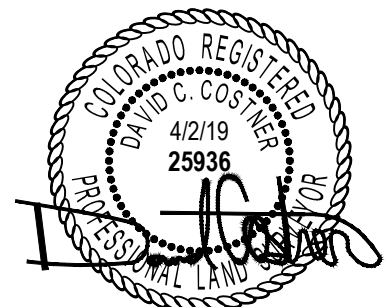
Commencing at the east quarter corner of said Section 18, an illegible aluminum cap;  
Thence N 89°28'39" W, along the south line of Outlot 2, a distance of 175.95 feet to the POINT OF BEGINNING:

Thence N 48°39'57" W, a distance of 212.02 feet;  
Thence S 89°45'35" W, a distance of 445.31 feet;  
Thence N 59°13'15" W, a distance of 221.08 feet;  
Thence N 00°24'11" W, a distance of 84.49 feet;

Thence S 89°35'49" W, a distance of 29.61 feet point within said Outlot 2, and the POINT OF TERMINATION from which an aluminum cap PLS 23500 at the center quarter of said Section 18, bears S 79°14'18" W, a distance of 1,676.45 feet.

The above surveyed centerline traverses said Outlot 2 for a total distance of 992.51 feet or 60.15 rods and containing 0.456 acre more or less.

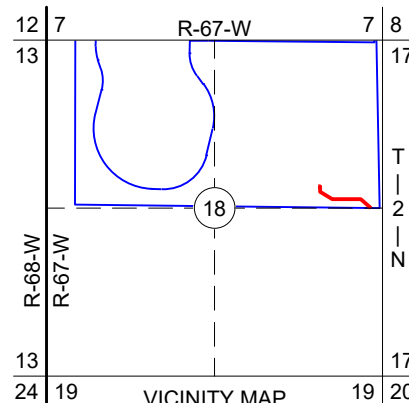
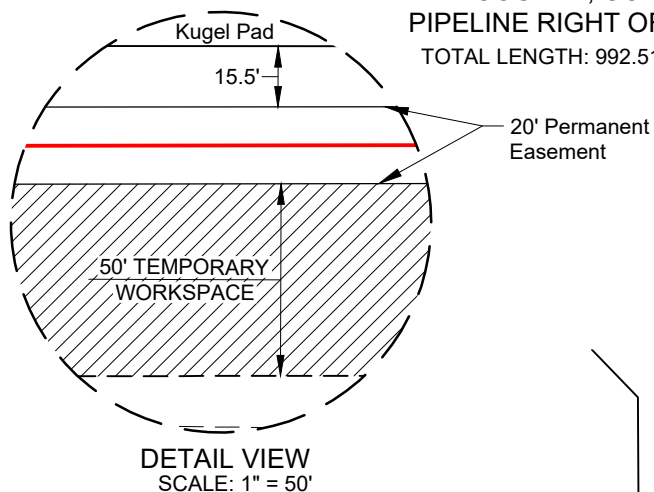
Prepared by David C. Costner  
For and on behalf of  
Topographic Land Surveyors  
520 Stacy Ct. Ste B, Lafayette, CO 80026



April 2, 2019  
Sheet 2 of 2

Attachment to Grant, by and between  
Firestone Finance Authority, as "Grantor", and  
Black Diamond Rockies Midstream LLC, as "Grantee".

SEC. 18, T-2-N, R-67-W, 6TH P.M.  
WELD COUNTY, COLORADO  
PIPELINE RIGHT OF WAY  
TOTAL LENGTH: 992.51 FEET



VICINITY MAP  
NOT TO SCALE

1/4 Corner

7|8

18|17

Illegible

CPKU.800.000

Firestone Finance Authority

Rec No. 3293398

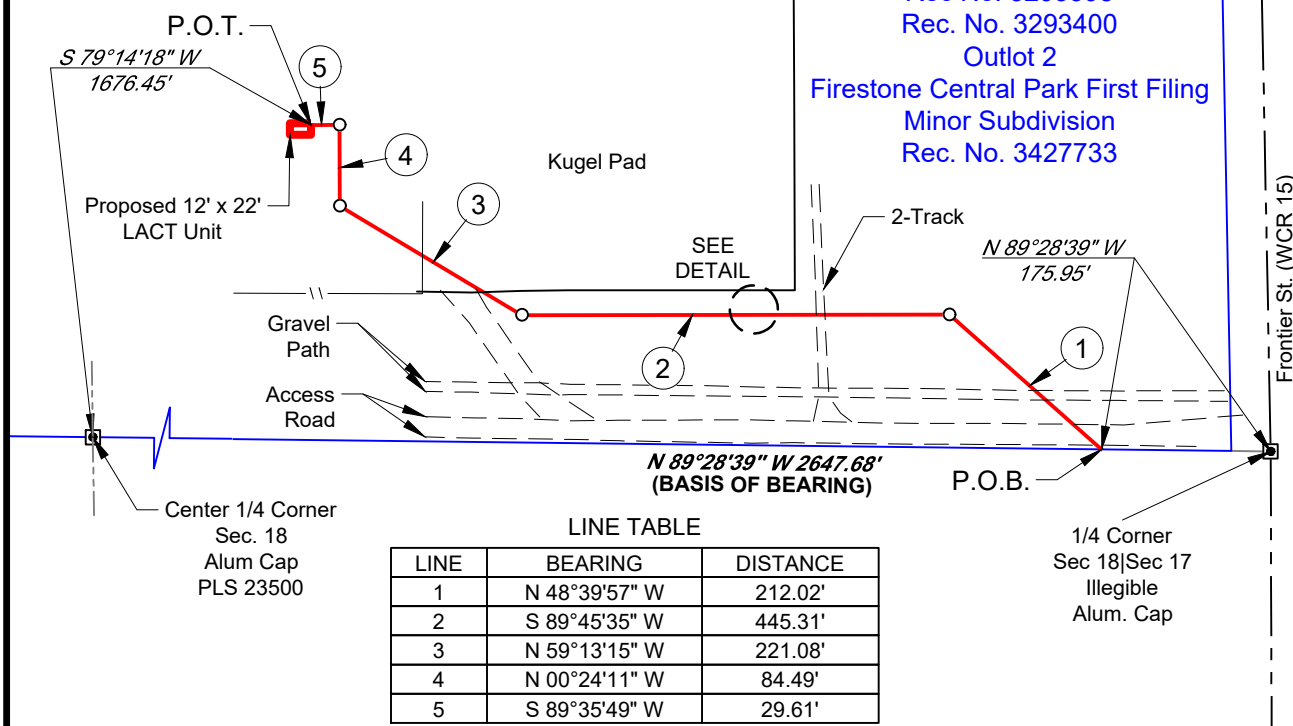
No. 3293400

## Outlot 2

Firestone Central Park First Filing

Minor Subdivision

Rec. No. 3427733

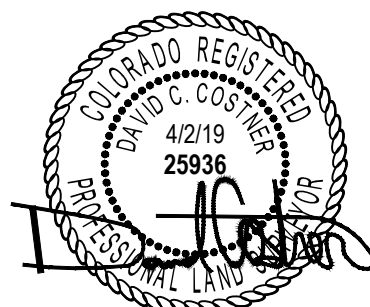
LINE TABLE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | N 48°39'57" W | 212.02'  |
| 2    | S 89°45'35" W | 445.31'  |
| 3    | N 59°13'15" W | 221.08'  |
| 4    | N 00°24'11" W | 84.49'   |
| 5    | S 89°35'49" W | 29.61'   |

|  |                     |
|--|---------------------|
|  | SECTION LINE        |
|  | TRACT BORDER        |
|  | SURVEYED BASELINE   |
|  | EDGE OF EASEMENT    |
|  | TEMPORARY WORKSPACE |
|  | FENCELINE           |
|  | EXISTING PIPELINE   |
|  | OVERHEAD ELECTRIC   |
|  | MONUMENT FOUND      |

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
3. B.O.L./P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
4. E.O.L./P.O.T. = END OF LINE/POINT OF TERMINATION
5. THIS IS NOT A LAND SURVEY NOR A LAND SURVEY PLAT



David C. Costner, P.L.S. No. 25936



520 Stacy Court Ste B, Lafayette, CO 80026  
303.666.0379 [www.topographic.com](http://www.topographic.com)

DRAWN BY: SME

REVISION:

JOB NO.: 125010

BLACK DIAMOND  
— GATHERING —



## EXHIBIT "A"

June 14, 2019  
Sheet 1 of 1

Attachment to Grant, by and between  
Town of Firestone, as "Grantor", and  
Black Diamond Rockies Midstream LLC, as "Grantee".

### WELD COUNTY, COLORADO PIPELINE DESCRIPTION

A pipeline being a portion Weld County Road 15 also known as Frontier Street, in the southeast quarter of Section 18 and the southwest quarter of Section 17, Township 2 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado, said pipeline described as follows:

Note:

1. The Basis of Bearings is the north half of the southwest line of the southwest quarter of Section 17, T-2-N, R-67-W 6th P.M., as monumented with an aluminum cap PLS 23500 at the south end and an illegible aluminum cap at the north end, with a grid bearing of N 00°22'10" W.
2. All directions, distances, and dimensions shown hereon are based on coordinates from the Colorado coordinate system of 1983 north zone (C.R.S. 38-52-102).

Commencing at the east quarter corner of said Section 18, an illegible aluminum cap;  
Thence S 56°46'29" W, a distance of 35.71 feet to a point on the west right of way line of said Weld County Road 15 also known as Frontier Street, and the POINT OF BEGINNING:

Thence N 88°22'23" E, a distance of 80.03 feet to a point on the east line of said Weld County Road 15 also known as Frontier Street, and the POINT OF TERMINATION from which an aluminum cap PLS 23500 at the south quarter corner of Section 18 and Section 17 bears S 01°49'34" W, a distance of 1,305.45 feet.

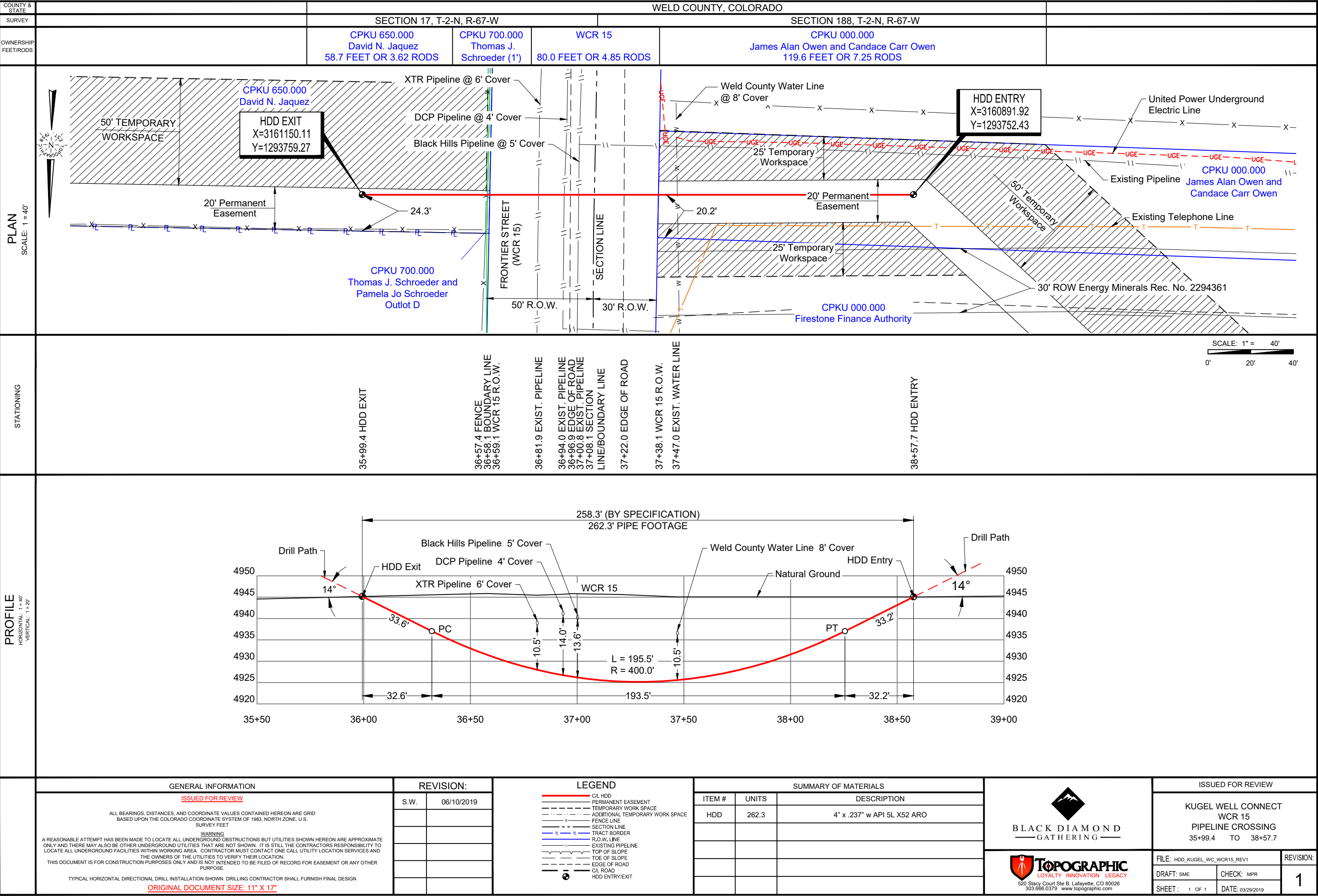
The above surveyed centerline traverses said Weld County Road 15 also known as Frontier Street for a total distance of 80.03 feet or 4.85 rods more or less.

Prepared by David C. Costner  
For and on behalf of  
Topographic Land Surveyors  
520 Stacy Ct. Ste B, Lafayette, CO 80026



PRELIMINARY, THIS DOCUMENT SHALL NOT  
BE RECORDED FOR ANY PURPOSE AND  
SHALL NOT BE USED OR VIEWED OR RELIED  
UPON AS A FINAL SURVEY DOCUMENT.

David C. Costner, P.L.S. No. 25936





## EXHIBIT "A"

June 14, 2019  
Sheet 1 of 1

Attachment to Grant, by and between  
Town of Firestone, as "Grantor", and  
Black Diamond Rockies Midstream LLC, as "Grantee".

### WELD COUNTY, COLORADO PIPELINE DESCRIPTION

A pipeline being a portion Weld County Road 20 also known as Pine Cone Avenue, in the southwest quarter of Section 17 and the northwest quarter of Section 20, Township 2 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado, said pipeline described as follows:

Note:

1. The Basis of Bearings is the south line of the southwest quarter of Section 17, T-2-N, R-67-W 6th P.M., as monumented with an illegible aluminum cap at the east end and an aluminum cap PLS 23500 at the west end, with a grid bearing of N 89°49'50" E.
2. All directions, distances, and dimensions shown hereon are based on coordinates from the Colorado coordinate system of 1983 north zone (C.R.S. 38-52-102).

Commencing at the southwest corner of said Section 17, an aluminum cap PLS 23500;  
Thence N 86°40'39" E, a distance of 909.03 feet to a point on the north right of way line of said Weld County Road 20 also known as Pine Cone Avenue, and the POINT OF BEGINNING:

Thence S 00°16'17" W, a distance of 109.69 feet to a point on the south line of said Weld County Road 20 also known as Pine Cone Avenue, and the POINT OF TERMINATION from which an illegible aluminum cap at the south quarter corner of Section 17 bears N 87°48'32" E, a distance of 1,691.65 feet.

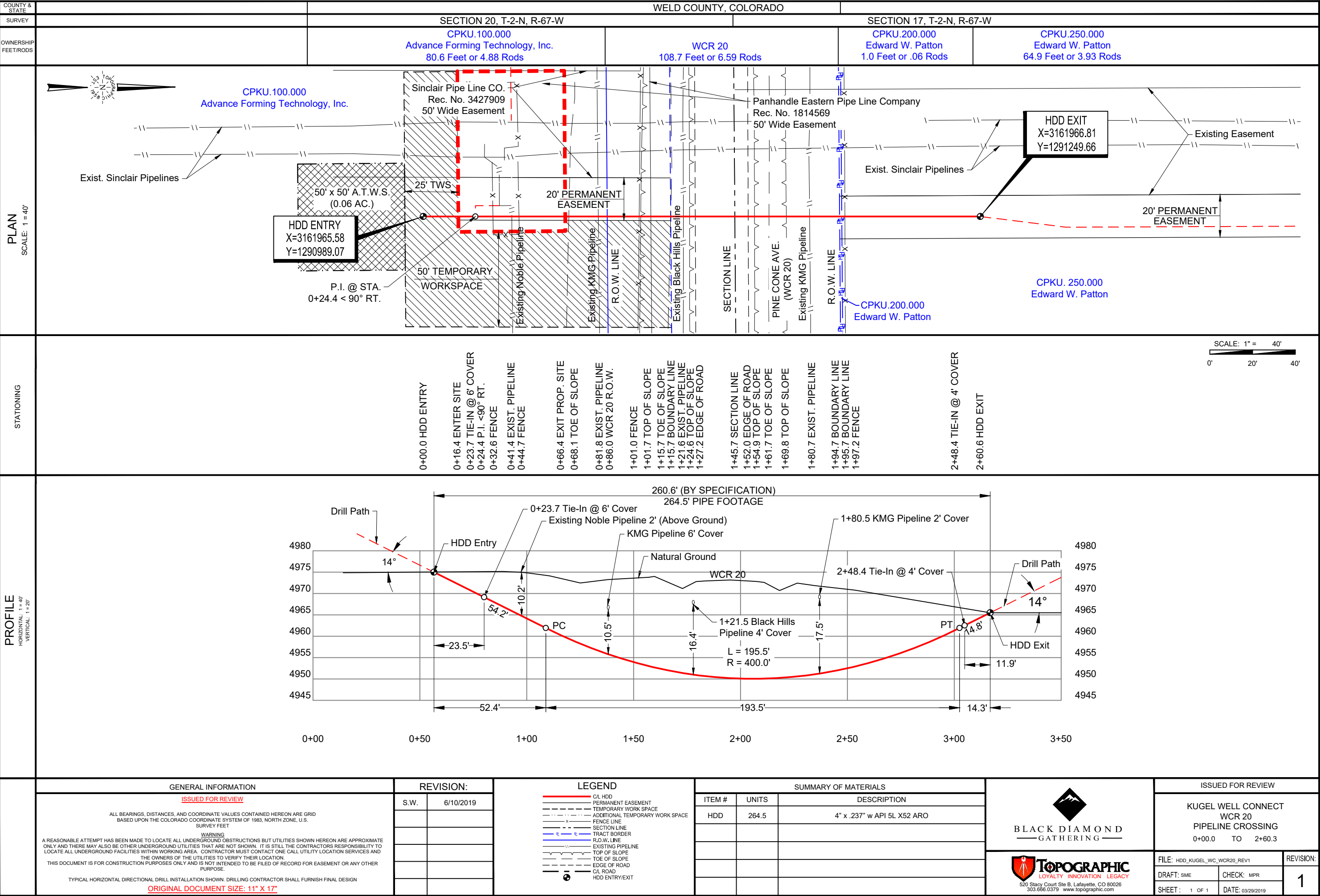
The above surveyed centerline traverses said Weld County Road 20 also known as Pine Cone Avenue for a total distance of 109.69 feet or 6.65 rods more or less.

Prepared by David C. Costner  
For and on behalf of  
Topographic Land Surveyors  
520 Stacy Ct. Ste B, Lafayette, CO 80026



PRELIMINARY, THIS DOCUMENT SHALL NOT  
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SHALL NOT BE USED OR VIEWED OR RELIED  
UPON AS A FINAL SURVEY DOCUMENT.

David C. Costner, P.L.S. No. 25936





## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: July 24, 2019

Initiated By: Julie Pasillas

Dept: Public Works/ Parks & Rec

#### **AGENDA TITLE**

**Resolution 19-64:** A RESOLUTION APPROVING PURCHASING OF WATER VALVE MAINTENANCE TRAILER, COMPACT EXCAVATOR, FLATBED TRAILER, AND WALK AND ROLL GRADER ATTACHMENT FOR THE PUBLIC WORKS DEPARTMENT

#### **SUMMARY**

The Public Works Department recommends the purchase of water valve maintenance trailer, compact excavator, flatbed trailer, and walk and roll grader attachment.

The water valve maintenance trailer will be used to perform water valve exercising maintenance on over 2,000 water valves located in the Town. Exercising water valves annually is a proactive way of ensuring that valves are functioning properly to ensure that isolation can be accomplished in the event of an emergency. Historically valves have not been exercised due to lack of scheduling and number of staff needed to perform this maintenance by hand. This trailer is instrumental in the process of completing the valve exercising program needed to ensure the proper operations of the water distribution system.

The compact excavator will be beneficial to multiple divisions within Public Works. The Stormwater division will utilize the excavator to maintain and clear the storm draining ways from over grown vegetation, debris, and silt that can cause backups to these areas in storm events. The Water division's ability to operate a smaller piece of equipment while repairing, replacement, and installing of water meters will reduce the excavation impact to customers' property. The Streets division's need for smaller excavation equipment will assist in asphalt patch work, and cross-pipe replacement by reducing the impact to surrounding area.

The flatbed trailer is needed for the transport of the compact excavator. Currently Public Works has one flatbed trailer that is rated to haul this size of equipment and is used to transport the skid steer.

In order to maintain the dirt roads better the Streets division needs to water, grade then compact the roads. As it stands now they have no way to compact the roads after they are graded, thus causing them to send the grader out once a week to grade. With this new attachment for the motor grader they can better maintain the dirt roads and have them stay in good condition for 3-4 weeks saving man hours. One person in the grader with this attachment can do the job of two with no need for a person to be on a roller following the grader to achieve the same result.

#### **HISTORY AND PREVIOUS BOARD ACTION**

At the Work Session on January 16, 2019, staff presented a list of identified items that were needed for the Public Works Department.

#### **RECOMMENDATION**

Staff recommends that the Board approve Resolution 19-64 a resolution approving purchase of water valve maintenance trailer, compact excavator, flatbed trailer, and walk and roll grader attachment for the Public Works Department.

#### **ALTERNATIVES**

The Board may choose not to approve the resolution and provide Staff with additional direction.

#### **ATTACHMENTS**

1. 8b - Reso 19-64 PWD Equipment

**FINANCIAL CONSIDERATIONS**

The resolution includes an amount not to exceed \$163,000.00 for the purchase of water valve maintenance trailer, compact excavator, flatbed trailer, and walk and roll grander attachment. Sufficient funds are available in the General-Public Works fund.



## **RESOLUTION NO. 19-64**

### **A RESOLUTION APPROVING PURCHASING OF WATER VALVE MAINTENANCE TRAILER, COMPACT EXCAVATOR, FLATBED TRAILER, AND WALK AND ROLL GRADER ATTACHMENT FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (the “Town”) include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

**WHEREAS**, the Board of Trustees desires to purchase water valve maintenance trailer, compact excavator, flatbed trailer, and walk and roll grader attachment, for the Public Works Department (“PWD”) for the purpose of exercising water valves, storm drainage maintenance, meter pit installation/repairs, streets repair, gravel road maintenance for the Town related to Water, Stormwater and Streets; and

**WHEREAS**, PWDD will purchase the water valve maintenance trailer, compact excavator, flatbed trailer, and walk and roll grader attachment identified below for an amount not to exceed \$163,000.00; and

**WHEREAS**, the Town will pay the following amounts for the identified item:

- E.H. Wachs Standard LX VMT for \$73,000.00
- Bobcat E50 T4 Compact Excavator for \$59,000.00
- PJ Flatbed Trailer for \$6,000.00
- John Deere 2019 Walk and Roll for \$25,000.00

**WHEREAS**, the Board of Trustees finds that the purchase of the pesticide storage equipment as described herein is in the best interest of the Town and its citizens, and the Board of Trustees desires to authorize the purchases.

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

**Section 1.** The Board of Trustees hereby approves the proposed purchase of water valve maintenance trailer, compact excavator, flatbed trailer, and walk and roll grader attachment for PWD as stated in this Resolution.

**INTRODUCED, READ AND ADOPTED** this 24th day of July, 2019.

TOWN OF FIRESTONE, COLORADO

---

Bobbi Sindelar, Mayor

ATTEST:

---

Leah Vanarsdall, Town Clerk

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c.

Discussion/Action

Meeting Date: July 24, 2019

Initiated By: Julie Pasillas

Dept: Public Works/ Parks & Rec

#### **AGENDA TITLE**

**Resolution 19-65:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC DBA DESIGN CONCEPTS FOR THE PREPARATION OF A PARKS, OPEN SPACE AND TRAILS MASTER PLAN

#### **SUMMARY**

The Parks, Open Space, and Trails Master Plan will be used in conjunction with the Master Plan (Comprehensive Plan), and the Town's goals to guide the development of future parks and recreational amenities and the enhancement of existing resources that will best meet the needs of this growing community.

#### **HISTORY AND PREVIOUS BOARD ACTION**

The Town sent out Requests for Proposal ('RFP') on May 20, 2019 and received responses from five firms. Two firms were selected as finalists to present to the Board of Trustees, Parks, Trails, Recreation Advisory Board and staff at the July 10, 2019 joint meeting. Design Concepts was selected based upon their qualifications and experience to prepare a Parks, Open Space and Trails Master Plan for the Town.

#### **RECOMMENDATION**

Staff recommends Board adopt a motion to approve Resolution 19-65 an agreement for Design Concept to assist Firestone with preparing a Parks, Open Space and Trails Master Plan for the Town.

#### **ALTERNATIVES**

The Board may choose not to approve Resolution 19-65, and provide Staff with additional direction.

#### **ATTACHMENTS**

1. Resolution 19-65 Design Concepts Agmt
2. 2019 POST Master Plan PSA-Final
3. Fee Proposal

#### **FINANCIAL CONSIDERATIONS**

The agreement includes an amount not to exceed \$117,960.00. Unbudgeted 2019 revenue will cover the costs.



**RESOLUTION NO. 19-65**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO, APPROVING AN AGREEMENT  
BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC  
DBA DESIGN CONCEPTS FOR THE PREPARATION OF A PARKS,  
OPEN SPACE AND TRAILS MASTER PLAN**

WHEREAS, on May 20, 2019, the Town sent out on Requests for Proposal (“RFP”) for Consulting Services to prepare a Parks, Open Space and Trails Master Plan for the Town of Firestone; and

WHEREAS, staff evaluated all submittals and selected finalists who on July 10, 2019 made presentations and were interviewed by the Board of Trustees and members of the Parks, Trails and Recreation Board; and

WHEREAS, after the presentations the Board of Trustees selected Design Concepts based upon their qualifications and experience to prepare a Parks, Open Space and Trails Master Plan for the Town.

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

The Agreement for preparation of a Parks, Open Space and Trails Master Plan for the Town of Firestone between the Town of Firestone and Bishop Layton Inc dba Design Concepts is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this 24th day of July, 2019.

TOWN OF FIRESTONE, COLORADO

---

Bobbi Sindelar, Mayor

ATTEST:

---

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

---

William P. Hayashi, Town Attorney

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement"), made this this 24<sup>th</sup> day of July, 2019, between the Town of Firestone, a Colorado municipal corporation, whose address is 151 Grant Avenue, Firestone, CO 80520, hereinafter referred to as "FIRESTONE," and Bishop Layton Inc dba Design Concepts, an independent contractor, whose address is 211 North Public Road Suite 200, Lafayette, CO 80026 hereinafter referred to as "CONTRACTOR," provides as follows:

### **ARTICLE I** **SCOPE OF SERVICES**

Section 1.1 Services: FIRESTONE retains CONTRACTOR, and CONTRACTOR agrees to provide the services and tasks ("Professional Services") and provide the Deliverables as specified or described in Schedule A (collectively, the "Project"), and in accordance with any other terms of this Agreement. Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail.

Section 1.2 Project Change Requests. FIRESTONE may request changes in scope from the original Professional Services or Deliverables set forth in Schedule A by delivering to CONTRACTOR a written Project Change Request ("PCR") specifying the requested changes. Promptly after delivery of a PCR, CONTRACTOR shall prepare and deliver to FIRESTONE a proposed amendment to Schedule A that, in accordance with the PCR: (a) assesses the impact of the PCR on the scope and timing of Professional Services and Deliverables to be provided under the Project; (b) describes any additional Services and Deliverables to be provided; (c) sets forth cost estimates, specifications, implementation plans and time schedules with milestone and completion dates; (d) contains completion and acceptance criteria; and (e) sets forth any other necessary information. A PCR shall not be effective unless authorized as an amendment to this Agreement and executed by both Parties. If CONTRACTOR proceeds without such authorization, CONTRACTOR shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of FIRESTONE is authorized to modify any term of this Agreement, either directly or implied by a course of action.

Section 1.3 Contract Time: CONTRACTOR shall commence work upon direction to proceed from FIRESTONE and complete the Project on or before May 1, 2020 ("Contract Time"). The Contract Time stated or referred to in this section is of the essence.

### **ARTICLE II** **FIRESTONE OBLIGATIONS**



Section 2.1 Dependency Information. FIRESTONE shall provide CONTRACTOR with data, GIS data, information, reports and such other documentation (“Dependency Information”) as may be available to FIRESTONE, and reasonably required by CONTRACTOR to perform the Professional Services and/or complete the Deliverables set forth in Schedule A.

Section 2.2 Consent to Use GIS Data. FIRESTONE grants to CONTRACTOR the non-exclusive, nontransferable right to copy, store, record, transmit, display, view, print or otherwise use GIS Data solely to the extent necessary to perform the Professional Services and to complete the Deliverables under this Agreement. The GIS Data may only be used by CONTRACTOR’s employees for the purposes of performing the Professional Services and/or completing the Deliverables set forth in Schedule A.

Section 2.3 Restrictions on Use of GIS Data. The GIS Data contains proprietary information belonging exclusively to FIRESTONE, which claims copyright and trade secret protection in the Data and in each constituent element of information provided. Except as expressly permitted by this Agreement, in particular Section 2.2, CONTRACTOR will not, and will not allow any third party to: (i) copy, modify, adapt, alter, translate, or create derivative works of the GIS Data; (ii) distribute, sell, resell, lend, loan, lease, license, operate as a service bureau, managed service, sublicense or transfer the GIS Data; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the GIS Data (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (iv) use the GIS Data to knowingly violate any privacy or other rights of any third party; or (v) remove, alter or obscure any proprietary notices of FIRESTONE, its licensors or suppliers included in the GIS Data.

Section 2.4 DISCLAIMER OF WARRANTIES. ALL DEPENDENCY INFORMATION, INCLUDING GIS DATA, IS PROVIDED “AS-IS” AND FIRESTONE HEREBY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND FIRESTONE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INTEGRATION, TITLE AND FITNESS OF THE DEPENDENCY INFORMATION FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, FIRESTONE MAKES NO WARRANTY OF ANY KIND THAT THE GIS DATA WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR OTHER SYSTEM.

Section 2.5 Access to Property and Records. FIRESTONE shall provide CONTRACTOR with access to its property as required and necessary to perform the Professional Services and/or complete the Deliverables set forth in Schedule A. To the extent required by law, FIRESTONE and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* CONTRACTOR agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

### **ARTICLE III**

### **MUTUAL OBLIGATIONS**

Section 3.1 Delays. A Party shall immediately notify the other Party in writing as soon as it becomes aware of any developments that may delay the completion of the Project or a particular Deliverable. In the event that any such delays are in breach of either Party's obligations under Sections II and IV, (A) the non-breaching Party shall have the right to terminate this Agreement pursuant to the terms of Section VII (Termination for Cause), or (B) the non-breaching Party shall have the right modify the Scope of Services through a PCR.

Section 3.2 No Damages for Delay. CONTRACTOR shall not be entitled to any increase in the rate charged for Professional Services or Deliverables, or to damages, or to additional compensation as a consequence of any such delays.

## **ARTICLE IV**

### **REPRESENTATION AND WARRANTY**

Section 4.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, consents and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

#### Section 4.2 Contractor Representations, Warranties and Covenants.

A. Compliance with law. The services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable federal, state, county and local laws, ordinances, rules and regulations, and shall not engage in any activity related to GIS Data or Dependency Information that would place FIRESTONE in violation of any applicable law, regulations, government request, or judicial process.

B. Warranties. CONTRACTOR warrants and acknowledges as follows: (i) CONTRACTOR will perform Professional Services using commercially reasonable best efforts of a professional quality conforming to generally accepted industry standards and practices; (ii) CONTRACTOR will not violate any third party's intellectual property rights; (iii) CONTRACTOR has obtained, or will obtain, prior to performance of the Professional Services or development of the Deliverables, all third party consents, approvals, authorizations, licenses and permissions (collectively, the "Required Consents") necessary to perform the Professional Services and/or develop the Deliverables under this Agreement; (iv) shall not access, process or otherwise use GIS Data other than as necessary to facilitate the Professional Services; (v) shall not give any third party access to GIS Data, including without limitation CONTRACTOR's other customers or clients; (v) shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of GIS Data, and shall implement administrative, technical



and physical safeguards for managing unauthorized disclosure or exposure of GIS Data stored by CONTRACTOR .

C. In the event that CONTRACTOR has on-site or remote access to FIRESTONE systems or networks in connection with the Professional Services hereunder, CONTRACTOR will comply with FIRESTONE's security requirements.

D. Because FIRESTONE has retained CONTRACTOR for its professional expertise, CONTRACTOR agrees not to employ any subcontractors to perform any Professional Services or Deliverables, unless expressly authorized in writing by FIRESTONE.

## **ARTICLE V**

### **PRICE AND PAYMENT**

Section 5.1 Contract Price: In consideration for the completion of the Project by CONTRACTOR in accordance with the terms of this Agreement, FIRESTONE shall pay CONTRACTOR as described in Schedule A, but in no event shall the total compensation to CONTRACTOR under this Agreement exceed \$117,960.00. This amount shall include all fees, costs and expenses incurred by CONTRACTOR, and no additional amounts shall be paid by FIRESTONE for such fees, costs and expenses. No change to the Contract Price for the term of this agreement, including any additional compensation, or change in or adjustment to a rate, shall be effective or paid unless authorized by written amendment executed by FIRESTONE.

Section 5.2 Payment: FIRESTONE will make payment due to CONTRACTOR for compensation for completed work in the manner and at such times and amounts as set forth in Schedule A. CONTRACTOR shall submit monthly invoices to FIRESTONE which shall be due and payable thirty (30) days after receipt. Invoices for completed work may not be submitted more frequently than monthly.

Section 5.3 Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, materials and expenses, along with a general description of the actual Professional Services performed, the start and completion dates of any such services performed, and who performed such services. CONTRACTOR shall provide appropriate supporting documentation with each invoice.

Section 5.4 Invoice Disputes. If there exists a good faith dispute with regard to an item appearing on an invoice, FIRESTONE has the right to withhold payment on any amounts that are disputed while the Parties attempt to resolve the dispute, provided that FIRESTONE provides CONTRACTOR with notice of such dispute within thirty (30) days after receipt of the invoice and pays all undisputed amounts by the due date. FIRESTONE's withholding of such disputed amount shall not constitute a breach of this Agreement, nor shall it be grounds for CONTRACTOR to suspend or terminate its performance of undisputed Professional Services.

Section 5.5 FIRESTONE's Right to Withhold: Notwithstanding any other provision of this Agreement and without prejudice to any of FIRESTONE's rights or remedies, FIRESTONE shall have the right at any time or times, whether before or after approval of any pay request, to

deduct and withhold from any payment that may be due under this Agreement such amount as may reasonably appear necessary to compensate FIRESTONE for any actual or prospective loss due to:

- (a) work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete;
- (b) damage for which CONTRACTOR is liable under this Agreement;
- (c) liens or claims of liens regardless of merit;
- (d) claims of subcontractors, suppliers or other person regardless of merit;
- (e) delay in the progress or completion of the Project;
- (f) inability of CONTRACTOR to complete the Project;
- (g) reasonable doubt that the unpaid balance available under the Agreement is adequate to cover actual or liquidated damages, if any;
- (h) failure of CONTRACTOR properly to complete or document any pay request;
- (i) any other failure of CONTRACTOR to perform any of its obligations under this Agreement; or
- (j) the cost to FIRESTONE, including attorneys' fees and administrative expenses, for correcting any of the aforesaid matters or exercising any one or more of FIRESTONE's remedies.

Section 5.6 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this Agreement are subject to annual appropriation by the Board of Trustees of the Town of FIRESTONE. Any failure of a Board annually to appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 5.7 Appropriation: If this is a contract for the design or construction, or both the design and construction, of a public works project, FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

## **ARTICLE VI**

### **TERM AND TERMINATION**

Section 6.1 Term. The term of this Agreement shall commence on the 25th day of July, 2019 ("Commencement Date"), and shall expire, unless earlier terminated as set forth in this



Article VI, upon the earlier of: (a) CONTRACTOR'S completion of the Project; or (b) one (1) year from the Commencement Date ("Term"). The Term may be extended by mutual written agreement of the Parties.

Section 6.2 Termination for Convenience. This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to CONTRACTOR.

Section 6.3 Termination for Cause. In the event of a breach by CONTRACTOR of the terms and conditions of this Agreement, FIRESTONE may give notice to CONTRACTOR stating such breach has occurred and giving CONTRACTOR fourteen (14) days to cure such breach. If the breach is not cured within the stated timeframe, to FIRESTONE's reasonable satisfaction, FIRESTONE may terminate this Agreement.

Section 6.4 Effect of Termination. In the event of termination, CONTRACTOR shall immediately discontinue performance, and deliver to FIRESTONE all Work Product (as defined herein). Without prejudice to any other rights or remedies it may have hereunder or at law or in equity, FIRESTONE may itself or through another service provider take over any unfinished Professional Services and Deliverables covered by this Agreement by whatever reasonable method it may deem expedient. In addition, at FIRESTONE'S request, CONTRACTOR shall timely: (a) document in reasonable detail the status of the terminated Professional Services, the Work Product delivered, and the Deliverables specified in Schedule A; and (b) deliver to FIRESTONE copies of all documents and data reasonably required for the completion of any unfinished Professional Services and Deliverables. Any such termination by FIRESTONE shall be without penalty or payment obligation, other than undisputed outstanding payment obligations relating to Professional Services performed or Deliverables provided by CONTRACTOR as of the date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONTRACTOR for the pro rate value of the completed portion of the Professional Services. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

## **ARTICLE VII** **OWNERSHIP**

Section 7.1 Client Materials. All right, title and interest in and to any materials provided by FIRESTONE to CONTRACTOR, including without limitation, Dependency Information, other materials of any kind and nature, and any trademarks, service marks, trade logos or other pre-existing Intellectual Property Rights ("Client Materials") are and shall remain the sole property of FIRESTONE. No Client Materials shall be removed from FIRESTONE's premises or computer systems without FIRESTONE's prior written consent. All Client Materials shall be returned upon the earlier of (a) FIRESTONE's request for their return; and (b) completion or termination of the Project. CONTRACTOR shall maintain such materials in good condition.

Section 7.2 Work Product. The Parties acknowledge and agree that all items delivered in the course of performance by CONTRACTOR of its various obligations under this Agreement (the “Work Product”) have been or will have been specially ordered or commissioned by FIRESTONE, and accordingly, each is and will be a “work made for hire” (as such term is used in 17 U.S.C. § 201) for FIRESTONE, effective as of the moment each such item is fixed in a tangible medium, whether or not such item is complete. CONTRACTOR hereby transfers and assigns to FIRESTONE all of its all right, title, and interest in and to all Work Product, including, but not limited to, all United States and foreign copyright, patent, trademark, trade secret and any other proprietary rights pertaining to such Work Product held by CONTRACTOR. The forgoing shall not apply to previously created and/or owned intellectual property of CONTRACTOR. Nothing in this Agreement will prevent CONTRACTOR from retaining copies of documents for the lawful use in its own business purposes; provided; however, that Work Product is not to be used by CONTRACTOR on other project applications outside the scope of the Professional Services or work under this Agreement. CONTRACTOR will provide FIRESTONE with a ten (10) day written notice prior to disposal of documents it has retained, during which time FIRESTONE may take physical possession of same.

## **ARTICLE VIII**

### **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor of FIRESTONE under this Agreement. Nothing in this Agreement is intended to create a relationship of employee-employer between CONTRACTOR and FIRESTONE. Neither Party shall be construed to be a partner, member of a joint venture, franchisee, principal, agent, representative or participant of or with the other for any purpose whatsoever. CONTRACTOR does not and shall not have any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of FIRESTONE or to bind FIRESTONE in any manner. CONTRACTOR is responsible for scheduling and determining how Professional Services and/or Deliverables are to be completed and, except as otherwise agreed, shall supply its own tools and supplies. CONTRACTOR shall be solely responsible for paying all compensation earned by its personnel. CONTRACTOR agrees to comply with all federal and state wage and hour laws, immigration laws, and anti-discrimination laws. CONTRACTOR shall be solely responsible for withholding all federal, state, and local income taxes of its personnel, and any other obligations imposed on CONTRACTOR as the employer of the personnel.

## **ARTICLE IX**

### **INSURANCE**

(a) CONTRACTOR shall at its own expense procure a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement. Such insurance shall be in addition to the insurance requirements below or otherwise imposed by law.

(b) CONTRACTOR shall at its own expense keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement,



insurance as stated below:

(1) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.

(2) If professional services (architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(3) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONTRACTOR's employees engaged in the performance of work under this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(4) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONTRACTOR under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(c) The insurance policies required by Subsection 3.4(b)(1) shall name FIRESTONE and its employees and agents as additional insureds and shall contain waiver of subrogation provisions. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Section shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds, and that any insurance carried by FIRESTONE, its officers, or its employees, or carried by or provided through any insurance pool of FIRESTONE, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company or companies authorized to do business under the laws of the State of Colorado, subject to the approval of FIRESTONE.

(e) Prior to commencement of work under this Agreement, CONTRACTOR shall

provide FIRESTONE with certificate(s) of insurance completed by CONTRACTOR's insurer(s) as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FIRESTONE. The completed certificate(s) of insurance shall be sent to:

Town of Firestone  
151 Grant Avenue  
P.O. Box 100  
Firestone, Colorado 80520  
Attn: Julie Pasillas

CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FIRESTONE may immediately terminate this Agreement, or at its discretion FIRESTONE 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 FIRESTONE shall be repaid by CONTRACTOR to FIRESTONE upon demand, or FIRESTONE may withhold the cost of the premiums from any monies due to CONTRACTOR from FIRESTONE.

## **ARTICLE X**

### **INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless FIRESTONE and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that any such claim, damage, loss, or expense is caused, or alleged to have been caused, in whole or in part, by any negligent act, error or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable. The extent of CONTRACTOR'S obligations pursuant to this Article may be determined only after CONTRACTOR'S obligations to FIRESTONE have been finally determined as a matter of law.

## **ARTICLE XI**

### **IMMIGRATION STATUS OBLIGATIONS**

(a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") 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.



(b) CONTRACTOR shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) 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 the public contract for services.

(c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II), as may be amended, the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

(d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

(e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

(1) Notify the subcontractor and FIRESTONE within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) 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.

(f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et.seq., as may be amended.

(g) If CONTRACTOR violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by FIRESTONE.

## **ARTICLE XII** **MISCELLANEOUS**

Section 12.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 12.2 Binding Effect/Non-Assignability. FIRESTONE and CONTRACTOR each binds itself, its successors, and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

Section 12.3 Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

Section 12.4 Notice and Communications. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail or facsimile.

**FIRESTONE:**

Town of Firestone  
151 Grant Avenue  
Firestone, Colorado 80520  
Attn: Julie Pasillas  
Telephone: 303-531-6258  
E-mail: [jpasillas@firestoneco.gov](mailto:jpasillas@firestoneco.gov)

**CONTRACTOR:**

Bishop Layton Inc.  
dba Design Concepts  
211 North Public Road  
Suite 200  
Lafayette, CO 80026  
Attn: Shanen Weber  
Telephone: 303-664-5301  
E-mail: [ShanenW@dcla](mailto:ShanenW@dcla)

Section 12.5 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 12.6 No Third Party Benefit. This Agreement is between FIRESTONE and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

Section 12.7 Severability. If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 12.8 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.



Section 12.9 Default/Attorney's Fees. In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 12.10 No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by FIRESTONE shall not constitute a waiver of any of the other terms or obligations of this Agreement.

Section 12.11 Colorado Governmental Immunity Act. The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as may be amended, or those otherwise available to FIRESTONE, its officers, or its employees.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

TOWN OF FIRESTONE

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE A**

Attached to and made a part of the Agreement between the TOWN of FIRESTONE  
and Bishop Layton Inc dba Design Concepts.



# Project Approach

## Task 1: Project Kick-off

### *Project Kick-off*

Upon selection our team will meet with the Town's Project Manager and staff to formalize and outline a Work Plan including agency goals & objectives accepted methodologies, number and types of meetings, and expected quality and formats for deliverables, and agreement on the implementation strategies. Stakeholders and potential partners will be identified. We will set a timeline for public involvement, analysis, recommendations, and all preparation of work products.

## Task 2: Evaluation + Assessment

### *Planning + Policy Review*

We will review relevant Town of Firestone planning and policy documents to inform our efforts on the Master Plan.

### *Demographic Trends*

Members of our team are experts in interpreting demographic trends and the impacts of these on park and recreation needs. We will portray the results of our analyses in ways that are easy to understand, but highly representative of the actual and projected trends, growth, and levels of service.

### *Inventory + Analysis*

The inventory of existing Town parks, open space, and trails will be conducted using GIS (Geographic Information System) applications. Our firm has developed sophisticated methodologies for conducting inventories of park and recreation systems and has traveled around the country applying these techniques. Our approach is customized to each client to be as elaborate or streamlined as needed. We will assure a complete, thorough, and dynamic inventory that can be readily updated and used for purposes well beyond this project. Final data will be provided in geodatabase or shapefile format. The inventory will contain information on the features and characteristics of each site. Data gathered will can be both qualitative and quantitative, so that Firestone staff will know not only what they have, but also how well it serves citizens.

Inventory data will be analyzed and mapped to show recreational level of service in Firestone. This is particularly useful in defining walkability to parks and open space and identifying 'gap areas', parts of town that may be under served.

With HOA owned and maintained parks as an important reality in Firestone, along with Carbon Valley Park and Recreation District facilities, additional GIS data can be gathered and analyzed to reveal the effectiveness of these partnerships and highlight areas for improvement.

### *Classification*

Design Concepts will assist Town staff to develop a classification system for parks and open space areas based on size and use.

### *Benchmarking*

We will assist the Town in selecting an appropriate set of communities to benchmark against and collect the data needed to complete this task. We will also refer to any available National Parks and Recreation resources, typically found in the annual Field Report, to inform development of standards in the Town of Firestone.

### ***Needs Assessment***

A variety of techniques are available for determining the needs, interests, and satisfaction levels of the citizens of Firestone. Workshops, focus groups, and stakeholder meetings are among the important and effective ones. Public meetings and presentations will be conducted as outlined in the RFP. We will facilitate a visioning session for Town staff and for Board members.

### ***Statistically Valid Survey***

We also recommend that the Town conduct a statistically-valid public input survey to accurately quantify and document needs. This provides evidence based, justifiable input and helps lend credibility to gain acceptance and support for the Master Plan. We believe a survey is a valuable tool to provide validity to any decision that could impact the community. By using this tool, staff and elected officials can feel confident about making decisions based on real, relevant data.

### ***Organizational Assessment***

We will review the staff organizational structure and provide recommendations for improvement. An important step in the management of assets is to better understand the culture, environment and effectiveness of their organization.

### ***Budget Development***

We will review the current budget structure and explore future capital and operational budgets to meet the goals and objectives of the plan. Identification of potential alternative funding sources, including grants, foundations, gifts, sponsorships, fees, etc. will be part of the budget review.

## **Task 3: Recommendations + Implementation**

### ***Goals, Policies + Objectives***

The plan will make recommendations based on the findings of the inventory and needs assessment phases of the project. This will include a clear set of goals, policies, and standards that can be used to prioritize needs, determine phasing and funding strategies, and develop strategies for implementation. This will include setting local standards for parks, open space, trails, and recreation facilities. It will also include recommendations for maintenance and renovation of existing facilities.

### ***Action Plan***

The action plan will include a phasing plan, Capital Improvements Budget, and funding strategies for short-, mid- and long-term improvements to the system.



# Proposed Fees - Revised

July 17, 2019

| Task                                                   | Hours      | Fee                 |
|--------------------------------------------------------|------------|---------------------|
| <b>Task 1: Project Start-up</b>                        |            |                     |
| Project Kick-off Meeting                               | 13         | \$1,610.00          |
| Work Plan Development                                  | 10         | \$1,240.00          |
| PTRAB/Board of Trustees Introduction Meeting           | 9          | \$1,110.00          |
| <b>Phase 1 Subtotal</b>                                | <b>32</b>  | <b>\$3,960.00</b>   |
| <b>Task 2: Evaluation + Assessment</b>                 |            |                     |
| Planning + Policy Review                               | 20         | \$2,200.00          |
| Demographic Trends                                     | 19         | \$2,080.00          |
| Inventory + Analysis (includes Alternative Providers)* | 166*       | \$18,300.00*        |
| Classification                                         | 18         | \$2,130.00          |
| Benchmarking                                           | 34         | \$3,560.00          |
| Needs Assessment*                                      | 159*       | \$18,420.00*        |
| Statistically Valid Survey*                            | 104*       | \$12,980.00*        |
| Organizational Assessment                              | 28         | \$3,570.00          |
| Budget Development                                     | 32         | \$4,010.00          |
| Visioning Meeting                                      | 40         | \$4,680.00          |
| <b>Phase 2 Subtotal</b>                                | <b>569</b> | <b>\$71,930.00</b>  |
| <b>Task 3: Recommendations + Implementation</b>        |            |                     |
| Goals, Policies + Objectives                           | 48         | \$5,920.00          |
| Action Plan                                            | 38         | \$4,850.00          |
| Initial Draft Master Plan                              | 65         | \$7,590.00          |
| Final Draft Master Plan                                | 64         | \$7,460.00          |
| Final Master Plan                                      | 56         | \$6,260.00          |
| Project Completion                                     | 13         | \$1,490.00          |
| <b>Task 3 Subtotal</b>                                 | <b>284</b> | <b>\$33,570.00</b>  |
| <b>Reimbursable Expenses</b>                           |            |                     |
| Mileage                                                |            | \$500.00            |
| Printing                                               |            | \$500.00            |
| Scanning/Plotting/Mounting                             |            | \$500.00            |
| Travel/Lodging                                         |            | \$7,000.00          |
| <b>Reimbursable Expenses Subtotal</b>                  |            | <b>\$8,500.00</b>   |
| <b>PROJECT TOTAL</b>                                   |            | <b>\$117,960.00</b> |

\*Indicates revision from Design Concepts proposal

## Additional Value-Added Tasks

|                       |     |             |
|-----------------------|-----|-------------|
| Asset Management Data | 205 | \$21,600.00 |
|-----------------------|-----|-------------|

# Hourly Rates

| Staff | Title | Hourly Rate |
|-------|-------|-------------|
|-------|-------|-------------|

## Design Concepts

|                 |                 |          |
|-----------------|-----------------|----------|
| Shanen Weber    | Principal       | \$160.00 |
| Carter Marshall | Project Manager | \$110.00 |

## Public Research Groups

|             |                                              |          |
|-------------|----------------------------------------------|----------|
| Tod Stanton | Senior Partner + Project Manager             | \$160.00 |
| Kim Vail    | Survey Specialist + Public Input Facilitator | \$145.00 |
| Catt Eicher | GIS Specialist                               | \$95.00  |

# Reimbursable Expenses

| Item | Cost |
|------|------|
|------|------|

## Design Concepts

|                                  |         |
|----------------------------------|---------|
| Postage, Shipping + Couriers     | at cost |
| Prints, Reproductions + Scanning | at cost |
| Direct Expenses                  | at cost |

## Public Research Groups

|                                        |                 |
|----------------------------------------|-----------------|
| Reproducible Materials                 | at cost         |
| Mileage (outside of Denver Metro area) | at federal rate |



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d.

Discussion/Action

Meeting Date: July 24, 2019

Initiated By: David Montgomery

Dept: Police

#### **AGENDA TITLE**

**Resolution 19-66:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND IMAGINE CHARTER SCHOOL AT FIRESTONE FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

#### **SUMMARY**

Attached is a draft agreement between the Town and Imagine Charter School at Firestone for the 2019-2020 school year to provide a School Resource Officer Program. This Agreement has been reviewed by the Town and SVVSD Staff and is a cooperative effort to provide a public safety presence and outreach in the Imagine Charter School at Firestone within the Town limits of Firestone.

#### **HISTORY AND PREVIOUS BOARD ACTION**

N/A

#### **RECOMMENDATION**

Staff recommends that the Board approve the attached Intergovernmental Agreement between the Town of Firestone and Imagine Charter School at Firestone for a Joint School Resource Officer Program.

#### **ALTERNATIVES**

Provide Staff with additional direction

#### **ATTACHMENTS**

1. 8d - Reso 19-66 Imagine Charter School IGA
2. 8d - 2019 Imagine Charter School SRO IGA

#### **FINANCIAL CONSIDERATIONS**

The School District will pay one-half of the School Resource Officer's salary prorated for a nine (9) month school period. The Town will fund the remaining one-half.

**RESOLUTION 19-66**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,  
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF FIRESTONE AND IMAGINE CHARTER SCHOOL AT FIRESTONE  
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Town and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town of Firestone and Imagine Charter School at Firestone have jointly developed a school resource officer program to establish a positive relationship between students and law enforcement and to prevent delinquency, alcohol and substance abuse, and other issues affecting the community's youth; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement and youth and in the prevention of delinquency and other youth issues.

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

The Intergovernmental Agreement between the Town of Firestone and Imagine Charter School at Firestone, for a School Resource Officer Program, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this 24<sup>th</sup> day of July, 2019.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF FIRESTONE AND  
IMAGINE CHARTER SCHOOL AT FIRESTONE  
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) is made by and between the TOWN OF FIRESTONE (Town) and IMAGINE CHARTER SCHOOL AT FIRESTONE (School).

WHEREAS, the Town of Firestone, the School, and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town of Firestone and the School have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty, and young people and in the prevention of delinquency;

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

**I.  
SCOPE OF SERVICES**

- A. The School Resource Officer shall be assigned to work with the administration, faculty, and students of Imagine Charter School at Firestone, and may perform functions including, but not limited to, the following:
  - 1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.
  - 2. Conduct or assist in the investigation of offenses on campus.
  - 3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the schools.
  - 4. As requested by Schools' staff, provide instructional resources for classroom presentations, as time permits.

5. Enforce state statutes and municipal codes as appropriate.
6. Appear in court and assist in prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on the campuses.
8. Provide visible presence on the campuses.
9. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other grounds of the schools.
10. Attend school-related functions during normal classroom hours. Officer may be asked to adjust his/her hours from time to time to attend social events such as school dances and sporting events, etc. This type of adjustment is generally reserved for the Middle School. This will not replace security and off-duty work already in place.
11. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents.
12. Provide a monthly report of activities to the School Security Director.

## **II.**

### **PROGRAM ADMINISTRATION**

- A. **Employment.** The School Resource Officer shall be a regular employee and certified police officer of the Town of Firestone. The Officer will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Town of Firestone. The Officer also will comply with the policies and regulations of the School, to the extent that such policies and regulations are not in conflict with those of the Town of Firestone; are not in conflict with other terms contained herein or with direction of the Town of Firestone; and are not in conflict with federal, state or Town laws.
- B. **Salary and Benefits.** The School Resource Officer will receive salary and employee benefits and normally issued equipment and supplies from and as determined by the Town of Firestone. The School Resource Officer Program is funded by the Town of Firestone and the School District. The School agrees to pay \$37,248.37 to the Town, which such amount is equal to one-half of the School Resource Officer's annual salary prorated for a nine (9) month school period and which such amount is payable not more than 30 days after this Agreement has been executed.
- C. **Schedule.** The School Resource Officer will work a schedule that is established pursuant to and consistent with Town of Firestone policies and procedures, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the Schools are in session, the School Resource Officer will devote such Officer's full shift to the School calendar day, except for required duties such as court appearances. During the Schools' summer vacation, spring break, holiday breaks, and on other days when the Schools are not in session, and the Officer is not involved in assigned School-related activities, the School Resource Officer will be assigned to duties in the Police



Department. In the event of an emergency, as determined by the Town of Firestone, the School Resource Officer may be required to perform general law enforcement duties. The School Resource Officer shall attend in-service training conducted by the Town of Firestone scheduled throughout the year.

- D. **Supervision.** The School Resource Officer is subject to the Town of Firestone's chain of command and the supervision of the assigned Town of Firestone supervisors. Day-to-day supervision will be assigned to Town of Firestone supervisors. The assigned Town of Firestone supervisor will be responsible for maintaining contact with the principals, School administration, and their management staffs. The School Resource Officer will work closely with school administrators and faculty to determine the most effective use of the Officer's time and expertise, but shall not be subject to the supervision or direction by the School, its officers, agents, or employees.
- E. **Performance Appraisal.** The School Resource Officer's performance will be evaluated consistent with the Town of Firestone policy and procedures by the assigned supervisor. The supervisor will accept input from the Schools' principals or their designees, but the Town's supervisor(s) alone shall be responsible for appraisals per the Town's policy and procedures.
- F. **Vehicle; Facilities.** As necessary to the duties of the position, and subject to availability, the School Resource Officer will be provided on-duty use of a Town of Firestone vehicle. The School shall provide the Officer with access to office facilities at the School appropriate to the conduct of their on-site duties.
- G. **Liability Coverage.** The Town of Firestone and the School shall exchange evidence of insurance showing general liability coverage for the School and general liability and law enforcement liability coverages for the Town of Firestone in the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Such evidence shall be approved by each recipient, through, respectively, the Town of Firestone's Town Administrator and School Principal, prior to the commencement of this Agreement.
- H. **Termination.** This Agreement may be terminated without cause by either the Town of Firestone or the School upon 30 days' written notice. Upon termination, any funds provided by the School shall be prorated and returned to the School. Notice shall be given to the Town of Firestone Police Chief or the School Principal as appropriate.
- I. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties. Amendments of this Intergovernmental Agreement may be made only in writing and signed by all parties hereto.
- J. **Relationship of the Parties.** It is mutually agreed and understood that nothing contained in this Intergovernmental Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Town of Firestone and the School, or as construing the School, including its officers, agents, volunteers and employees, as an agent of the Town of Firestone, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the School.

The School shall not represent that the School Resource Officer is an employee or agent of the School in any capacity. The School Resource Officer shall not represent that he/she is an employee or agent of School in any capacity. The School Resource Officer shall remain solely an employee of the Town of Firestone.

- K. **Third Party Beneficiaries.** None of the terms or conditions in this Intergovernmental Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town of Firestone or School receiving services or benefits under this Contract is only an incidental beneficiary. Nothing in this Intergovernmental Agreement shall be construed as or deemed to constitute a waiver by either party of any immunity, liability limits or other liability protections granted to the Town of Firestone or the School, or their officers, employees or volunteers, under the Colorado Governmental Immunity Act, any other state or federal law, or common law.

### **III. TERM OF CONTRACT**

The terms of this Agreement shall be effective August 1 2019 and shall continue through May 31 2020 unless sooner terminated as provided herein.

**PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third parties.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

TOWN OF FIRESTONE

Imagine Charter School at Firestone

By: \_\_\_\_\_  
Bobbi Sindelar  
Mayor

By: \_\_\_\_\_  
Jessica Cervantes  
Principal

ATTEST:

\_\_\_\_\_  
Town Clerk  
Town of Firestone



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.e.

Discussion/Action

Meeting Date: July 24, 2019

Initiated By: Dave Lindsay

Dept: Community Resources

#### **AGENDA TITLE**

**Resolution 19-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING, LLC FOR GROUNDWATER ENGINEERING SERVICES

#### **SUMMARY**

Miller Groundwater Engineering (Miller) has been providing the Town of Firestone with groundwater exploration, evaluation, modeling, and consultation for several years as a sub-consultant to McGrane Water Engineering. Staff has identified several instances where Miller's services would be beneficial but outside of the scope of the work they were really contracted for. Firestone is developing a source water portfolio that will be reliant on alluvial groundwater and having Miller available to provide general consultation services will allow for more timely and efficient decision making by staff.

#### **HISTORY AND PREVIOUS BOARD ACTION**

Miller has been working with Firestone as a sub-consultant to other project teams since 2016 (Park Irrigation Well Feasibility Study).

#### **RECOMMENDATION**

Staff recommends the Board of Trustees approve Resolution 19-67 approving the general consulting services agreement with Miller Groundwater Engineering, LLC for an amount not to exceed \$10,000.00 and authorizing the Mayor to execute the agreement on behalf of the Town.

#### **ALTERNATIVES**

The Board could direct staff to modify the terms of the agreement or to seek further proposals.

#### **ATTACHMENTS**

1. 8e - Reso 19-67 Miller Groundwater Agrmnt Engineering Serv
2. Miller General Services Agreement (2019.07.19)

#### **FINANCIAL CONSIDERATIONS**

Services rendered under this contract will be paid from the Water Fund.

**RESOLUTION 19-67**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE  
TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING, LLC  
FOR GROUNDWATER ENGINEERING SERVICES**

WHEREAS, the Town of Firestone (“Town”) is in need of groundwater engineering, consultation and modeling services and water level monitoring program administrative services; and

WHEREAS, Miller Groundwater Engineering, LLC, is duly accredited and has the skill and experience to perform the groundwater engineering and administrative services required by the Town.

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

The Agreement between the Town of Firestone and Miller Groundwater Engineering LLC, for groundwater engineering and administrative services is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this 24<sup>th</sup> day of July, 2019.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney





## TOWN OF FIRESTONE

### **AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING, LLC FOR ENGINEERING SERVICES** (General Consultation Services – Groundwater Engineering)

THIS AGREEMENT ("Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the Town of Firestone, a Colorado statutory municipality, hereinafter referred to as "FIRESTONE," and Miller Groundwater Engineering, LLC, as independent contractor, hereinafter referred to as "CONTRACTOR," and provides as follows:

#### **ARTICLE I** **SCOPE OF SERVICES**

Section 1.1 Services: FIRESTONE retains CONTRACTOR, and CONTRACTOR agrees to provide the goods and to perform and complete the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Schedule A, hereinafter referred to as the "Project." Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by FIRESTONE.

Section 1.2 Contract Time: CONTRACTOR shall commence work upon direction to proceed from FIRESTONE and complete the Project on or before December 31, 2019.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FIRESTONE's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FIRESTONE.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all goods, materials and equipment covered and paid for under this Agreement will pass to FIRESTONE, either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, goods, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

CONTRACTOR warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in the Scope of Services.

## **ARTICLE II**

### **COMPENSATION FOR SERVICES**

Section 2.1 Compensation: In consideration of completion of the Project specified herein by CONTRACTOR, FIRESTONE shall pay CONTRACTOR (check and initial below as applicable):

☐ \_\_\_\_\_ A fixed sum of \$ \_\_\_\_\_.

☒ \_\_\_\_\_ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation exceed \$ 10,000.00.

☐ \_\_\_\_\_ As described in Schedule A.

Section 2.2 Payment: FIRESTONE will make payment due to CONTRACTOR for compensation for completed work within thirty (30) days after invoices submitted by CONTRACTOR, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. FIRESTONE shall submit invoice disputes, if any, to CONTRACTOR within thirty (30) days for resolution by mutual consent.

Section 2.3 Set Off: In addition to any other rights FIRESTONE has under this Agreement to indemnification or recoupment, CONTRACTOR agrees that FIRESTONE is entitled to set off any amounts it may owe CONTRACTOR under this Agreement against such claims for indemnity or recoupment.

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this



Agreement are subject to annual appropriation by the Town of FIRESTONE's Board of Trustees. Any failure of the Town Board of Trustees annually to appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction of a public works project, the FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

### **ARTICLE III**

#### **ADMINISTRATION OF THIS AGREEMENT**

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry and warrants that all materials incorporated in the Project be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by FIRESTONE.

Section 3.2 Ownership and Use of Documents: (check and initial all that apply)

☒ \_\_\_\_\_ (a) The following Sections 3.2(a)(1) and (2) are applicable to design professionals (architects, engineers, etc.):

(1) The documents prepared by CONTRACTOR in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) Notwithstanding the provisions of Section 3.2(a)(1) above, FIRESTONE may utilize any such documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement.

☐ \_\_\_\_\_ (b) The following Sections 3.2(b)(1) through (3) are applicable to nonprofessionals (contractors, suppliers, etc.):

(1) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used

by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FIRESTONE (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FIRESTONE and the design professional and specific written verification or adaption by the design professional.

(3) Notwithstanding the provisions of Sections 3.2(b)(1) and (2) above, FIRESTONE may utilize any documents generated in connection with the Project by a design professional or CONTRACTOR for other projects, provided that such design professional and CONTRACTOR are not held liable for future project applications other than the Project described pursuant to this Agreement. FIRESTONE shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 3.3 Insurance: CONTRACTOR shall, at its own expense, keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement, insurance as stated below:

(a) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall endorse FIRESTONE and its employees and agents as additional insureds. Additionally, the policy shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds.

(b) If professional services are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(c) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONTRACTOR's employees engaged in the performance of work under



this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(d) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONTRACTOR under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(e) All of the insurance policies required above shall be written and issued by responsible companies authorized to do business under the laws of the State of Colorado. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONTRACTOR. A copy of each such policy or certificate shall be provided to FIRESTONE within five (5) business days of the complete execution of this Agreement and shall be attached to this Agreement. CONTRACTOR shall be responsible for notifying FIRESTONE within five (5) business days of any material modification to, or cancellation of, these policies during the term of this Agreement, including but not limited to, any pending or paid claims against the aggregate amount of the policy, and of any cancellation of coverage for non-payment.

Section 3.4 Colorado Governmental Immunity Act. The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided it by the CGIA, C.R.S § 24-10-101 et seq., as from time to time amended, or otherwise available to FIRESTONE, its officers or its employees.

Section 3.5 Indemnification: CONTRACTOR shall defend, indemnify and hold harmless FIRESTONE and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable.

Section 3.6 Subcontractor: CONTRACTOR shall, as soon as practicable after executing this Agreement, notify FIRESTONE in writing for FIRESTONE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. FIRESTONE may, in its reasonable discretion, reject any proposed subcontractor, in which case CONTRACTOR shall either perform such component or the work itself, or secure a subcontractor acceptable to FIRESTONE.

### Section 3.7 Termination for Convenience:

This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to the CONTRACTOR. In the event of termination, FIRESTONE will pay CONTRACTOR for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONTRACTOR for the pro rata value of the completed portion of the Project. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

Section 3.8 Binding Effect/Non-Assignability: FIRESTONE and CONTRACTOR each binds itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FIRESTONE nor CONTRACTOR shall assign or transfer its interest in, or obligations under, this Agreement without the written consent of the other.

Section 3.9 Compliance with Law: Contractor agrees to perform the work in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations, including without limitation, the preference for Colorado labor as set forth in Article 17 of Title 8 C.R.S.

### Section 3.10 Immigration Status Obligations:

a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") 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.

b) CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) 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 the public contract for services.

c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) CONTRACTOR is prohibited from using the E-Verify Program or Department



Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

1) Notify the subcontractor and FIRESTONE within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) 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.

f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If CONTRACTOR violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by FIRESTONE.

Section 3.10 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

FIRESTONE:

Town of Firestone  
151 Grant Avenue.  
Firestone, CO 80520  
Attn: Julie Pasillas  
Telephone: 303.531.6258  
Facsimile: \_\_\_\_\_  
E-mail: jpasillas@firestoneco.gov

CONTRACTOR:

Miller Groundwater Engineering, LLC  
324 Remington St., Suite 110  
Fort Collins, CO 80524  
Attn: Calvin Miller, PE  
Telephone: 970.492.5710  
Facsimile: \_\_\_\_\_  
E-Mail: calvin@millergroundwater.com

## **ARTICLE IV**

### **RESPONSIBILITIES OF FIRESTONE**

Section 4.1 Project Materials/Confidentiality: FIRESTONE shall provide CONTRACTOR with data, information, reports and other such documentation as may be reasonably available to FIRESTONE, and reasonably required by CONTRACTOR to perform services under this Agreement. No information shall, unless as required by law, be disclosed by CONTRACTOR to third parties without prior written consent of FIRESTONE. All documents provided by FIRESTONE to CONTRACTOR shall be returned to FIRESTONE. CONTRACTOR is authorized by FIRESTONE to retain copies of such data and materials at CONTRACTOR'S EXPENSE.

Section 4.2 Access to Property and Records: FIRESTONE shall provide CONTRACTOR with access to its property as required and necessary to complete the Agreement. To the extent required by law, FIRESTONE and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* CONTRACTOR agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

Section 4.3 FIRESTONE's Representative: FIRESTONE shall designate, in writing, a representative who shall have authority to act for FIRESTONE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FIRESTONE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 4.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FIRESTONE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

## **ARTICLE V**

### **MISCELLANEOUS**

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a "Change Order").

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4. Severability: If any term, covenant, or condition of this Agreement is



deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 5.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 5.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 5.7. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by FIRESTONE shall not constitute a waiver of any of the other terms or obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

TOWN OF FIRESTONE

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVAL AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

CONTRACTOR

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_



## **SCHEDULE A**

(Attached to and made a part of the Agreement between the Town of Firestone  
and Miller Groundwater Engineering, LLC )

### Location

The Town of Firestone, and it's immediate proximity.

### Tasks

1. Miscellaneous Groundwater Consultation. When directed to, CONTRACTOR shall participate in meetings, conduct research, conduct site investigations, and shall make recommendations to FIRESTONE related to alluvial source water for irrigation or treatment. CONTRACTORS efforts shall be collaborative with FIRESTONE staff and other consultants and reliance on CONTRACTORS work shall only be for those areas of CONTRACTORS expertise.
2. Miscellaneous Groundwater Modeling. When directed to, CONTRACTOR, shall prepare models or run scenarios of existing models for evaluation of operation limitations or options. Prior to commencement of this work the CONTRACTOR shall provide FIRESTONE with an estimate of the time and cost to perform such work.
3. Water Level Monitoring Program Administration. FIRESTONE has several water level monitoring and recording devices located in wells, in reservoirs, and on the St. Vrain River. CONTRACTOR shall collect and report this data periodically as appropriate and maintain a record of the information and shall provide FIRESTONE with any assessments that are pertinent to ongoing or planned alluvial operations. CONTRACTOR shall assist FIRESTONE with installation of any new monitoring/recording devices and shall assist FIRESTONE with maintenance or replacement of existing devices.

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.f.

Discussion/Action

Meeting Date: July 24, 2019

Initiated By: Dave Lindsay

Dept: Community Resources

#### **AGENDA TITLE**

**Resolution 19-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING LLC FOR GROUNDWATER MODEL ENGINEERING SERVICES REGARDING THE GOULD PROPERTY

#### **SUMMARY**

Miller Groundwater Engineering, LLC (Miller) has developed an initial groundwater model related to the planned Gould Well Field as a sub-consultant to McGrane Water Engineering as part of the Gould Property Well Field Analysis. Staff has determined that an enhanced model to more precisely assess the various operational scenarios of the planned St Vrain Water Treatment Plant and the impacts of those scenarios on the local groundwater table will be beneficial. A key element of this effort will be expanding the models evaluation of the adjacent Pelican Shores South unlined reservoir.

Staff has developed a scope of services and budget for the enhanced modeling efforts and presents the attached agreement for consideration and action by the Board of Trustees.

#### **HISTORY AND PREVIOUS BOARD ACTION**

The Board of Trustees approved the Gould Property Well Field Analysis at the regular meeting on June 13, 2018.

#### **RECOMMENDATION**

Staff recommends the Board of Trustees approve Resolution 19-68 approving a design services agreement with Miller Groundwater Engineering, LLC for an amount not exceed \$21,000.00 and authorizing the Mayor to execute the agreement on behalf of the Town.

#### **ALTERNATIVES**

The Board could direct staff to modify the terms of the agreement or to seek further proposals.

#### **ATTACHMENTS**

1. 8f - Reso 19-68 Miller Groundwater Engineering Agreement
2. Gould Property Extended Groudwater Model (2019.05.30)

#### **FINANCIAL CONSIDERATIONS**

Services rendered under this contract will be paid from the Water Fund.



**RESOLUTION 19-68**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE  
TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING LLC  
FOR GROUNDWATER MODEL ENGINEERING SERVICES REGARDING THE  
GOULD PROPERTY**

WHEREAS, the Town of Firestone ("Town") is in need of engineering services regarding the groundwater model for the Gould property ("Project"), which was recently purchased by the Town; and

WHEREAS, Miller Groundwater Engineering, LLC, is duly accredited and has the skill and experience to perform the groundwater model engineering services required for the Project.

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

The Agreement between the Town of Firestone and Miller Groundwater Engineering LLC, for groundwater model engineering services regarding the Gould property is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

**INTRODUCED, READ AND ADOPTED** this 24<sup>th</sup> day of July, 2019.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney



## TOWN OF FIRESTONE

### AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING, LLC FOR ENGINEERING SERVICES (Gould Well Field Groundwater Model)

THIS AGREEMENT ("Agreement"), is made this \_\_\_\_\_th day of \_\_\_\_\_, 2019, between the Town of Firestone, a Colorado statutory municipality, hereinafter referred to as "FIRESTONE," and Miller Groundwater Engineering, LLC, as independent contractor, hereinafter referred to as "CONTRACTOR," and provides as follows:

#### ARTICLE I SCOPE OF SERVICES

Section 1.1 Services: FIRESTONE retains CONTRACTOR, and CONTRACTOR agrees to provide the goods and to perform and complete the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Schedule A, hereinafter referred to as the "Project." Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by FIRESTONE.

Section 1.2 Contract Time: CONTRACTOR shall commence work upon direction to proceed from FIRESTONE and complete the Project on or before December 31, 2019.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FIRESTONE's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FIRESTONE.



Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all goods, materials and equipment covered and paid for under this Agreement will pass to FIRESTONE, either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, goods, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

CONTRACTOR warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in the Scope of Services.

## **ARTICLE II**

### **COMPENSATION FOR SERVICES**

Section 2.1 Compensation: In consideration of completion of the Project specified herein by CONTRACTOR, FIRESTONE shall pay CONTRACTOR (check and initial below as applicable):

☐ \_\_\_\_\_ A fixed sum of \$ \_\_\_\_\_.

☒ \_\_\_\_\_ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation exceed \$ 21,000.00.

☐ \_\_\_\_\_ As described in Schedule A.

Section 2.2 Payment: FIRESTONE will make payment due to CONTRACTOR for compensation for completed work within thirty (30) days after invoices submitted by CONTRACTOR, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. FIRESTONE shall submit invoice disputes, if any, to CONTRACTOR within thirty (30) days for resolution by mutual consent.

Section 2.3 Set Off: In addition to any other rights FIRESTONE has under this Agreement to indemnification or recoupment, CONTRACTOR agrees that FIRESTONE is entitled to set off any amounts it may owe CONTRACTOR under this Agreement against such claims for indemnity or recoupment.

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this

Agreement are subject to annual appropriation by the Town of FIRESTONE's Board of Trustees. Any failure of the Town Board of Trustees annually to appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction of a public works project, the FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

### **ARTICLE III**

#### **ADMINISTRATION OF THIS AGREEMENT**

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry and warrants that all materials incorporated in the Project be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by FIRESTONE.

Section 3.2 Ownership and Use of Documents: (check and initial all that apply)

☒ \_\_\_\_\_ (a) The following Sections 3.2(a)(1) and (2) are applicable to design professionals (architects, engineers, etc.):

(1) The documents prepared by CONTRACTOR in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) Notwithstanding the provisions of Section 3.2(a)(1) above, FIRESTONE may utilize any such documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement.

☐ \_\_\_\_\_ (b) The following Sections 3.2(b)(1) through (3) are applicable to nonprofessionals (contractors, suppliers, etc.):

(1) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used



by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FIRESTONE (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FIRESTONE and the design professional and specific written verification or adaption by the design professional.

(3) Notwithstanding the provisions of Sections 3.2(b)(1) and (2) above, FIRESTONE may utilize any documents generated in connection with the Project by a design professional or CONTRACTOR for other projects, provided that such design professional and CONTRACTOR are not held liable for future project applications other than the Project described pursuant to this Agreement. FIRESTONE shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 3.3 Insurance: CONTRACTOR shall, at its own expense, keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement, insurance as stated below:

(a) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall endorse FIRESTONE and its employees and agents as additional insureds. Additionally, the policy shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds.

(b) If professional services are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(c) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONTRACTOR's employees engaged in the performance of work under

this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(d) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONTRACTOR under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(e) All of the insurance policies required above shall be written and issued by responsible companies authorized to do business under the laws of the State of Colorado. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONTRACTOR. A copy of each such policy or certificate shall be provided to FIRESTONE within five (5) business days of the complete execution of this Agreement and shall be attached to this Agreement. CONTRACTOR shall be responsible for notifying FIRESTONE within five (5) business days of any material modification to, or cancellation of, these policies during the term of this Agreement, including but not limited to, any pending or paid claims against the aggregate amount of the policy, and of any cancellation of coverage for non-payment.

Section 3.4 Colorado Governmental Immunity Act. The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided it by the CGIA, C.R.S § 24-10-101 et seq., as from time to time amended, or otherwise available to FIRESTONE, its officers or its employees.

Section 3.5 Indemnification: CONTRACTOR shall defend, indemnify and hold harmless FIRESTONE and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable.

Section 3.6 Subcontractor: CONTRACTOR shall, as soon as practicable after executing this Agreement, notify FIRESTONE in writing for FIRESTONE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. FIRESTONE may, in its reasonable discretion, reject any proposed subcontractor, in which case CONTRACTOR shall either perform such component or the work itself, or secure a subcontractor acceptable to FIRESTONE.



### Section 3.7 Termination for Convenience:

This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to the CONTRACTOR. In the event of termination, FIRESTONE will pay CONTRACTOR for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONTRACTOR for the pro rata value of the completed portion of the Project. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

Section 3.8 Binding Effect/Non-Assignability: FIRESTONE and CONTRACTOR each binds itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FIRESTONE nor CONTRACTOR shall assign or transfer its interest in, or obligations under, this Agreement without the written consent of the other.

Section 3.9 Compliance with Law: Contractor agrees to perform the work in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations, including without limitation, the preference for Colorado labor as set forth in Article 17 of Title 8 C.R.S.

### Section 3.10 Immigration Status Obligations:

a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") 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.

b) CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) 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 the public contract for services.

c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) CONTRACTOR is prohibited from using the E-Verify Program or Department

Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

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2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) 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.

f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If CONTRACTOR violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by FIRESTONE.

Section 3.10 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

FIRESTONE:

Town of Firestone  
151 Grant Avenue.  
Firestone, CO 80520  
Attn: Julie Pasillas  
Telephone: 303.531.6258  
Facsimile: \_\_\_\_\_  
E-mail: jpasillas@firestoneco.gov

CONTRACTOR:

Miller Groundwater Engineering, LLC  
324 Remington St., Suite 110  
Fort Collins, CO 80524  
Attn: Calvin Miller, PE  
Telephone: 970.492.5710  
Facsimile: \_\_\_\_\_  
E-Mail: calvin@millergroundwater.com



## **ARTICLE IV**

### **RESPONSIBILITIES OF FIRESTONE**

Section 4.1 Project Materials/Confidentiality: FIRESTONE shall provide CONTRACTOR with data, information, reports and other such documentation as may be reasonably available to FIRESTONE, and reasonably required by CONTRACTOR to perform services under this Agreement. No information shall, unless as required by law, be disclosed by CONTRACTOR to third parties without prior written consent of FIRESTONE. All documents provided by FIRESTONE to CONTRACTOR shall be returned to FIRESTONE. CONTRACTOR is authorized by FIRESTONE to retain copies of such data and materials at CONTRACTOR'S EXPENSE.

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Section 4.3 FIRESTONE's Representative: FIRESTONE shall designate, in writing, a representative who shall have authority to act for FIRESTONE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FIRESTONE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 4.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FIRESTONE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

## **ARTICLE V**

### **MISCELLANEOUS**

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a "Change Order").

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4. Severability: If any term, covenant, or condition of this Agreement is

deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 5.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 5.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 5.7. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by FIRESTONE shall not constitute a waiver of any of the other terms or obligations of this Agreement.



IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

TOWN OF FIRESTONE

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

APPROVAL AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

CONTRACTOR

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

## **SCHEDULE A**

(Attached to and made a part of the Agreement between the Town of Firestone  
and Miller Groundwater Engineering, LLC )

### Location

The Gould property, recently purchased by the Town of Firestone, is located about 1,200 ft south of the Saint Vrain River and immediately along the east side of Colorado Blvd (County Road 13) in Section 31 of Township 3N, Range 67W. Pelican Shores Lake is located to the west of the property, on the west side of Colorado Blvd.

### Tasks

1. Expand Gould Groundwater Model. A primary task in this scope is to expand our current groundwater model of the Gould property. The current model domain extends west of Gould only to the eastern edge of the lake since that extent was sufficient for the simulations we have conducted to date. However, to better test our expectations about interactions between the lake's water levels and the wellfield's operations, we believe the model domain should now include the entire footprint of the lake. We will move the southwest boundary of the model to coincide with the Last Chance Ditch on the south side of the lake, and move the west model boundary to be located slightly west of the west shore of the lake.
2. Evaluate Lake Water Level Response. We will use the expanded model to test our current opinions about how lake levels would be influenced by groundwater flowing through the lake.
3. Evaluate Alternative Wellfield Configuration(s). In our recent wellfield simulations for the Town, we considered a wellfield constructed mainly within 500 ft of the northwest corner of the Gould Property. This new scope includes simulating an alternative configuration which would be oriented along approximately 1000 ft of the west side of the property. We expect that configuration may provide slightly higher yields.

### Work to be Provided

- The results will be presented in short technical memoranda. Tasks 1 and 2 will be presented together, and Task 3 in a separate memo.
- We can present and discuss results at meetings in Firestone as requested.

### Limitations

This expanded Gould model, like the current model, will be what is referred to as a "change model". This means it starts with a static or "flat" water table condition and simulates only changes to baseline conditions created by the wellfield or other new conditions, rather than explicitly simulating all baseline flow conditions. Using a change model is a sound and well-used approach that reduces unnecessary model complexity. Like the current model, we will also calibrate the expanded model using the extensive field testing conducted on the Gould property in the Summer and Fall of 2018.

We have noted this distinction about change models so that you will be aware that some water-resources consultants may express a preference for other groundwater modeling approaches. For shorthand (though not exactly this simple), we'll refer to those as 3D models while ours at this stage will be a 2D model. If conditions later merit it, we can consider revising our 2D model into a 3D model. However, we believe the 2D model is the only step necessary at this time. Also, this 2D model would be a useful intermediate step, anyway, if it is ever later revised into a 3D model.

We believe this scope includes the tasks necessary to conduct a good and reasonable assessment. However, although we are aware of various concerns expressed by the Pelican Shores HOA, we of course cannot anticipate all questions or issues that they may raise in the future. We will gladly work with the Town, as asked by the Town, to help evaluate the merits of additional questions or concerns.

This work, like most groundwater work, necessarily relies on some professional judgment, assumptions, and scenario testing. For example, the Summer 2018 testing produced a reliable estimate of the permeability of the east side of the lake. Our expanded model will likely assume that estimate is representative of all four sides of the lake. We may conduct model simulations that explore the sensitivity of that assumption, but this scope does not include further field testing regarding that assumption. This scope does not include further field testing.

Subsurface data is always limited in its spatial coverage, and subsurface hydraulic testing produces only approximate results. Estimates and projections about groundwater behavior therefore have inherent and unavoidable uncertainties. No one can provide certainty. By using common and accepted methods, this work will provide good and useful guidance for expected site groundwater behavior, but actual results may be different from projected results.



## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.g.

Discussion/Action

Meeting Date: July 24, 2019

Initiated By: David Montgomery

Dept: Police

#### **AGENDA TITLE**

**Ordinance 955:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 1.16.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE MUNICIPAL CODES GENERAL PENALTY

#### **SUMMARY**

The General Penalty Ordinance set forth in Section 1.16.010 of the code is not in compliance with current statutes regarding time periods for incarceration and detention, maximum fine amounts for municipalities, and the Colorado Municipal Court Rules, and thus needs to be amended.

#### **HISTORY AND PREVIOUS BOARD ACTION**

N/A

#### **RECOMMENDATION**

N/A

#### **ALTERNATIVES**

N/A

#### **ATTACHMENTS**

1. 8g - Ord 955 General Penalty Amend Ord

#### **FINANCIAL CONSIDERATIONS**

N/A

## ORDINANCE 955

### AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 1.16.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE MUNICIPAL CODES GENERAL PENALTY

WHEREAS, HB 19-1148 enacted in this year's legislative session reduced the maximum jail sentence for municipal ordinance violations from one year to 364 days; and

WHEREAS, the maximum fine amount for violation of municipal offenses is set forth in C.R.S. § 13-10-113, which amount is adjusted for inflation on a yearly basis; and

WHEREAS, in accordance with C.R.S. § 13-10-113 a municipal judges authority to incarcerate a juvenile is limited as to specified terms and conditions not to exceed 48 hours in juvenile detention facilities operated under contract with the Colorado Division of Youth Services; and

WHEREAS, the rules for issuance of a summons and complaint for municipal court and all other procedural matters are set forth in the Colorado Municipal Court Rules which govern the procedure in all municipal charter and ordinance violation cases. (C.M.C.R. Rule 201); and

WHEREAS, to ensure compliance with the above referenced statutes and rules it is necessary to amend the general penalty provision of the municipal code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:<sup>1</sup>

Section 1. Section 1.16.010, General penalty, of the Firestone Municipal Code is amended to provide as follows:

A. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person, ~~who, at the time of commission of the offense was~~ at least ten years of age but not yet eighteen years of age, ~~shall~~ who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations. ~~of not more than nine hundred ninety nine dollars, or by detention not to exceed ten days, or both such fine and detention.~~

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

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<sup>1</sup> Additions to the current text of the Code are indicated by underlining, and deletions are indicated by ~~striketrough~~.

fine and imprisonment.

~~C. — Any person who is alleged to have violated any provision of the ordinances of the Town shall be issued a summons and complaint charging the nature of the violation and shall be ordered to appear before the Municipal Judge of the Town.~~

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this \_\_ th day of \_\_\_\_\_, 2019.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Leah Vanarsdall, Town Clerk

\_\_\_\_\_  
William P. Hayashi, Town Attorney



# FIRESTONE SUMMARY OF CASH & INVESTMENTS

| June 2019                                                       | DATE      | MATURITY  | BALANCE              |
|-----------------------------------------------------------------|-----------|-----------|----------------------|
| <b>Cash &amp; Investments</b>                                   |           |           |                      |
| <b>Deposit Accounts:</b>                                        |           |           |                      |
| <b>1st Bank</b>                                                 |           |           |                      |
| Checking Account (rate allowed to offset monthly fees only)     | Liquid    | \$        | 1,183,313            |
| Court Account                                                   | Liquid    |           | 49                   |
| Savings Account                                                 | Liquid    |           | 1,962,955            |
| Xpress BillPay Deposit Account                                  | Liquid    |           | 358,168              |
| <b>Adams Bank &amp; Trust</b>                                   |           |           |                      |
| Deposit Account                                                 | Liquid    |           | 11,915               |
| <b>Petty Cash on Hand</b>                                       |           |           |                      |
|                                                                 | Liquid    |           | 1,490                |
| <b>TOTAL Deposit Accounts and Cash</b>                          |           |           | <b>\$ 3,517,890</b>  |
| <b>Restricted Deposit Accounts:</b>                             |           |           |                      |
| <b>ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts</b> |           |           |                      |
| UMB - COPS 2018 Construction Fund                               | Liquid    |           | 5,454,762            |
| UMB - COPS 2018 Reserve Fund                                    | Liquid    |           | 1,013,586            |
| <b>CSAFE - Money Mkt/Daily Pooled Investment Accts</b>          |           |           |                      |
| UMB-COPS 2019 Construction Fund                                 | Liquid    |           | 4,004,160            |
| <b>TOTAL Restricted Deposit Accounts</b>                        |           |           | <b>10,472,508</b>    |
| <b>Money Market Accounts:</b>                                   |           |           |                      |
| <b>C-SAFE - Money Mkt/Daily Pooled Investment Accts</b>         |           |           |                      |
| <i>Pooled Investment Account - AAAM</i>                         |           |           |                      |
| <b>Operations (unrestricted Town assets)</b>                    |           |           |                      |
| Liquid Assets                                                   | daily     | Liquid    | 19,086,285           |
| <b>Developer Bonds (restricted assets)</b>                      |           |           |                      |
| Liquid Assets                                                   | daily     | Liquid    | 201,361              |
| <b>Urban Renewal Authority (restricted assets)</b>              |           |           |                      |
| Liquid Assets                                                   | daily     | Liquid    | 5,743,590            |
| <b>Conservation Trust Fund (restricted Town assets)</b>         |           |           |                      |
| Liquid Assets                                                   | daily     | Liquid    | 450,572              |
| <b>2019 COPS</b>                                                |           |           |                      |
| Liquid Assets                                                   | daily     | Liquid    | 1,501,019            |
| <b>Adams Bank &amp; Trust ICS Savings</b>                       |           |           |                      |
|                                                                 | daily     | Liquid    | 4,877,190            |
| <b>Total Money Market Assets</b>                                |           |           | <b>31,860,017</b>    |
| <b>Cash &amp; Investments</b>                                   |           |           | <b>\$ 45,850,414</b> |
| <b>Certificates of Deposit</b>                                  |           |           |                      |
| <b>Certificates of Deposit:</b>                                 |           |           |                      |
| <b>Capital One Bank</b>                                         |           |           |                      |
| CD 140420B25 (Sigma GTR-034238)                                 | 8/10/2016 | 8/12/2019 | 245,000              |
| <b>JP Morgan Chase</b>                                          |           |           |                      |
| CD 48126XCR4 ( Sigma GTR-034238)                                | 8/31/2016 | 8/31/2021 | 245,000              |
| <b>TOTAL Certificates of Deposit</b>                            |           |           | <b>490,000</b>       |
| <b>Certificates of Deposit</b>                                  |           |           | <b>\$ 490,000</b>    |
| <b>TOTAL ALL FUNDS</b>                                          |           |           | <b>\$ 46,340,414</b> |

| Name                                             | Total Paid |
|--------------------------------------------------|------------|
| Total 24/7 Networks, Inc.:                       | 14,997.50  |
| Total 4 RIVERS EQUIPMENT, LLC:                   | 9,291.61   |
| Total 5280 DIGITAL, INC:                         | 325.00     |
| Total ACCENT BRANDING SOLUTIONS:                 | 436.32     |
| Total ACE HARDWARE OF FIRESTONE:                 | 1,318.93   |
| Total ACUITY, LLC:                               | 54,451.42  |
| Total ADAMSON POLICE PRODUCTS:                   | 1,548.42   |
| Total AGFINITY-MEAD:                             | 3,291.50   |
| Total AIMS JUNIOR COLLEGE DISTRICT:              | 707.04     |
| Total AIRE-MASTER OF NORTH DENVER:               | 39.00      |
| Total ALBERTSONS/SAFEWAY, INC.:                  | 678.98     |
| Total AMERICAN CONSERVATION & BILLING SOLUTION:  | 200.00     |
| Total ANTHEM BLUE CROSS AND BLUE SHIELD:         | 61,578.05  |
| Total ANYTIME FITNESS:                           | 720.00     |
| Total APEX SHREDDING, INC.:                      | 85.00      |
| Total AUSMUS LAW FIRM, P.C.:                     | 1,200.00   |
| Total AVID 4 ADVENTURE, INC:                     | 1,260.50   |
| Total A-Z SAFETY SUPPLY:                         | 698.00     |
| Total B K TIRE, INC:                             | 578.98     |
| Total BAREFOOT RESIDENTIAL LLC:                  | 229.22     |
| Total Black Hills Energy:                        | 624.48     |
| Total BLASTER BOUNCER DENVER, INC:               | 3,527.00   |
| Total BOW WOW PET WASTE PRODUCTS:                | 374.95     |
| Total BROWNSTEIN HYATT FARBER SCHRECK:           | 18,641.31  |
| Total CARBON VALLEY FLORIST LLC:                 | 68.00      |
| Total CARBON VALLEY RECREATION DISTRICT-FURA:    | 21,708.79  |
| Total CASELLE, INC.:                             | 3,988.00   |
| Total CENTRAL COLORADO WATER CONSV DSTR (FURA):  | 22.65      |
| Total CENTRAL COLORADO WATER SUBDISTRICT (FURA): | 40.29      |
| Total CENTRAL WELD COUNTY WATER DISTRICT:        | 21.65      |
| Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:  | 49,921.24  |
| Total CENTURY LINK:                              | 103.46     |
| Total CHEMATOX LABORATORY INC:                   | 28.00      |
| Total CHICAGO TITLE OF COLORADO:                 | 57.36      |
| Total CINTAS FIRST AID & SAFETY:                 | 86.36      |
| Total CIRSA:                                     | 4,126.00   |
| Total CMCA - SET REMIT ADDRESS:                  | 860.00     |
| Total COALRIDGE ANIMAL HOSPITAL, INC:            | 267.35     |
| Total COLLISION RECONSTRUCTION SERVI, LLC:       | 300.00     |

| Name                                            | Total Paid   |
|-------------------------------------------------|--------------|
| Total COLORADO CIVIL GROUP INC.:                | 53,213.75    |
| Total COLORADO GEOLOGICAL SURVEY:               | 261.24       |
| Total COLORADO UNDERGROUND DETECTION, LLC:      | 5,632.00     |
| Total COMCAST CABLE -0310188 - SEATTLE:         | 412.58       |
| Total COMCAST CABLE-0319130- CALIFORNIA:        | 309.04       |
| Total COMCAST-PHILADELPHIA:                     | 303.18       |
| Total CORAL CREEK MUSIC:                        | 1,250.00     |
| Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR: | 90.18        |
| Total Cottonwood Hollow Residential Metro Dist: | 2,187.26     |
| Total CREATIVE MAP SOLUTIONS, LLC:              | 5,193.75     |
| Total DANA KEPNER COMPANY, INC.:                | 33,788.27    |
| Total DBC IRRIGATION SUPPLY:                    | 1,877.11     |
| Total DEERE CREDIT, INC:                        | 98,100.92    |
| Total DELTA DENTAL OF COLORADO, INC:            | 3,939.62     |
| Total DGC CONSULTING:                           | 5,108.40     |
| Total E&G Terminal, Inc:                        | 83.54        |
| Total ELDORADO ARTESIAN SPRINGS, INC.:          | 106.15       |
| Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:      | 780.31       |
| Total EQUITY TITLE ASSOCIATES:                  | 78.48        |
| Total ERIC WIGGS:                               | 500.00       |
| Total Escrow Deposit Refunds:                   | 4,413.89     |
| Total EWING AUTO PARTS, INC.:                   | 327.01       |
| Total EXTREME EVENT PRODUCTIONS:                | 2,200.00     |
| Total FACTORY MOTOR PARTS CO.:                  | 191.04       |
| Total FCI CONSTRUCTORS, INC:                    | 1,363,467.97 |
| Total FIDELITY NATIONAL TITLE-DENVER:           | 173.50       |
| Total FIDELITY NATIONAL TITLE-LONGMONT:         | 28.33        |
| Total FIRST INTEGRITY TITLE COMPANY:            | 18.33        |
| Total FIRSTBANK:                                | 32,147.72    |
| Total FREDERICK-FIRESTONE FIRE-FURA:            | 56,035.52    |
| Total FRONT RANGE COMPLIANCE SERVICE, LLC:      | 498.75       |
| Total FRONT RANGE INFLATABLES:                  | 650.00       |
| Total FRONT RANGE PORTABLE RESTROOMS, LLC:      | 2,280.00     |
| Total FRONTIER BUSINESS PRODUCTS:               | 1,053.56     |
| Total FRONTIER COMMUNICATIONS CORP (LEASE):     | 221.89       |
| Total FUN SERVICES INC.:                        | 1,017.75     |
| Total G & G EQUIPMENT INC:                      | 1,309.45     |
| Total GOLF & SPORT SOLUTIONS:                   | 1,210.14     |
| Total GRAINGER:                                 | 257.62       |



| Name                                           | Total Paid |
|------------------------------------------------|------------|
| Total GRANT DANIEL REED:                       | 270.00     |
| Total GRAVES CONSULTING LLC:                   | 3,875.00   |
| Total GREEN GIRL RECYCLING SERVICES:           | 202.00     |
| Total GUARDIAN TITLE-DENVER:                   | 36.95      |
| Total HARDLINE EQUIPMENT LLC:                  | 480.60     |
| Total HEALTHIEST YOU:                          | 702.00     |
| Total HERITAGE TITLE-LONGMONT:                 | 20.83      |
| Total High Plains Library District - FURA:     | 16,084.73  |
| Total HIGHWAY 119 METRO DISTRICT #2:           | 202,381.71 |
| Total HOME DEPOT CREDIT SERVICES:              | 2,819.64   |
| Total ICONICS:                                 | 5,264.00   |
| Total IDEMIA IDENTITY & SECURITY USA, LLC:     | 1,103.00   |
| Total INTELLICHOICE INC:                       | 6,545.00   |
| Total INTERNATIONAL ASSOC ARSON INVESTIGATORS: | 800.00     |
| Total INTERSTATE RENTAL & SALES INC:           | 268.80     |
| Total INTERWEST SAFETY SUPPLY, INC.:           | 196.13     |
| Total JANE YAMADA:                             | 450.00     |
| Total JENNIFER M CLEARY:                       | 1,600.00   |
| Total KATHLEEN A. OATIS:                       | 1,250.00   |
| Total KG CLEAN, INC:                           | 1,706.50   |
| Total KIMBALL MIDWEST:                         | 301.67     |
| Total KINSCO, LLC:                             | 290.49     |
| Total KRISTA LYNN KUHN:                        | 1,800.00   |
| Total L G EVERIST INC:                         | 2,991.40   |
| Total L. L. JOHNSON DISTRIBUTING CO.:          | 7,779.00   |
| Total LAND TITLE - GREELEY:                    | 42.96      |
| Total LAND TITLE-DENVER-2:                     | 8.84       |
| Total LIFE STORIES:                            | 250.00     |
| Total LITTLE THOMPSON WATER DISTRICT:          | 2,465.98   |
| Total LOCATORS & SUPPLIES, INC:                | 76.06      |
| Total LONGMONT HUMANE SOCIETY:                 | 1,083.33   |
| Total LONGMONT OUTDOOR POWER EQUIPMENT:        | 31.99      |
| Total LONGMONT TROPHY & ENGRAVING:             | 125.40     |
| Total MAIN STREET MAT COMPANY, INC:            | 500.30     |
| Total MARK D FRIEDMAN:                         | 500.00     |
| Total MATCO TOOLS:                             | 209.07     |
| Total MCDONALD FARMS ENTERPRISES, INC:         | 363.10     |
| Total MCI:                                     | 50.95      |
| Total MELODY HOMES INC:                        | 1.18       |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total MISC VENDOR:                              | 453.98     |
| Total MUTUAL OF OMAHA INSURANCE CO:             | 5,251.03   |
| Total NCSI:                                     | 74.00      |
| Total NEIGHBORS POINT METRO DISTRICT:           | 287.37     |
| Total NEXTERA HEALTHCARE:                       | 1,271.00   |
| Total Northern Colorado Water Cons. Dist.-FURA: | 4,946.10   |
| Total NP125 Metropolitan District - FURA:       | 4,927.45   |
| Total O.J. WATSON COMPANY, INC.:                | 517.34     |
| Total OFFICE DEPOT INC:                         | 231.61     |
| Total OFFICESCAPES OF DENVER LLLP:              | 175,000.00 |
| Total OLSON'S GREENHOUSE OF COLORADO, LLC:      | 632.64     |
| Total O'REILLY AUTO PARTS:                      | 1,407.24   |
| Total ORKIN PEST CONTROL, INC:                  | 242.45     |
| Total PITNEY GLOBAL FINANCIAL SERVICES LLC:     | 681.00     |
| Total POCKET PRESS, LLC:                        | 20.48      |
| Total PONY EXPRESS:                             | 1,966.00   |
| Total POSSESSED BY PAUL JAMES:                  | 2,000.00   |
| Total PRAIRIE MOUNTAIN PUBLISHING:              | 256.07     |
| Total REC ASSOCIATES:                           | 500.00     |
| Total RESTITUTION / COURT REFUNDS:              | 100.00     |
| Total ROBIN EVENT RENTAL:                       | 1,516.49   |
| Total S & B PORTA-BOWL RESTROOMS, INC:          | 964.00     |
| Total SAFE BUILT COLORADO INC:                  | 94,562.51  |
| Total SAM'S CLUB - VENDOR:                      | 323.64     |
| Total SCIENCE TELLERS:                          | 350.00     |
| Total SHERWIN WILLIAMS CO.:                     | 72.54      |
| Total SNAP ON INDUSTRIAL:                       | 38.96      |
| Total SSS PRODUCTIONS:                          | 5,645.00   |
| Total ST VRAIN VALLEY SCHOOL DIST RE-1J:        | 71,013.56  |
| Total St. Vrain & Left Hand Water Conservancy:  | 270.15     |
| Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA: | 52,204.89  |
| Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA: | 12,524.90  |
| Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA: | 15,271.67  |
| Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA: | 9,354.64   |
| Total St. Vrain Sanitation District - FURA:     | 2,474.45   |
| Total STEVE BALCEROVICH:                        | 1,250.00   |
| Total STEVEN GLOTZER:                           | 1,000.00   |
| Total STEWART TITLE-FT. COLLINS:                | .00        |
| Total STEWART TITLE-LONGMONT:                   | 37.80      |

| Name                                            | Total Paid   |
|-------------------------------------------------|--------------|
| Total TERRACON CONSULTANTS INC:                 | 2,271.25     |
| Total THE SPRINGS SOUTH METROPOLITAN DISTRICT:  | 165.85       |
| Total THE TREE FARM:                            | 134.91       |
| Total THK ASSOCIATES, INC.:                     | 6,435.00     |
| Total TIMBERLAN, INC:                           | 16,729.75    |
| Total TRACTOR SUPPLY COMPANY:                   | 52.96        |
| Total TRI STATE OIL RECLAIMERS, INC:            | 55.00        |
| Total TRI-STATE FIREWORKS, INC:                 | 10,000.00    |
| Total UC HEALTH, INC:                           | 1,779.06     |
| Total UME CUSTOM EMBROIDERY:                    | 2,023.39     |
| Total UNITED POWER:                             | 11,486.23    |
| Total UNIVERSITY OF COLORADO (LTAP):            | .00          |
| Total UTILITY REFUNDS -1:                       | 10.72        |
| Total VAN DIEST SUPPLY COMPANY:                 | 925.00       |
| Total VANCE BROTHERS INC:                       | 2,087.90     |
| Total VERIZON WIRELESS:                         | 4,819.77     |
| Total VISION SERVICE PLAN - VSP:                | 622.45       |
| Total WAGNER WELDING SUPPLY CO.:                | 26.04        |
| Total WANDS & WISHES OCCASIONS:                 | 265.00       |
| Total WELD COUNTY ACCOUNTING DEPT.-FURA:        | 37,189.74    |
| Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI: | 1,206.00     |
| Total WELD COUNTY DETENTION CENTER:             | 109.86       |
| Total WEX BANK:                                 | 13,421.61    |
| Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO: | 1,644.82     |
| Total WICKHAM TRACTOR CO, Inc:                  | 2,265.56     |
| Total WILLIAMSON & HAYASHI, LLC:                | 10,239.75    |
| Total WORKWELL OCCUPATIONAL MEDICINE LLC:       | 313.00       |
| Total XPRESS BILL PAY / XPRESS SOLUTIONS:       | 1,731.09     |
| Grand Totals:                                   | 2,801,701.89 |



**Hours/Units/Types Summary**

| PC            | Title                 | Hours    | Net Type           | Amount     | Info Type       | Amount  |
|---------------|-----------------------|----------|--------------------|------------|-----------------|---------|
| 1-01          | Regular Pay           | 8400     | Direct Deposit Net | 334,408.92 | Informational   |         |
| 1-04          | Temporary Wages       |          | Net                |            | Fringe Benefits | 1552.29 |
| 2-00          | Overtime Pay          | 145.25   |                    |            |                 |         |
| 3-01          | Paid Time Off         | 1359.85  |                    |            |                 |         |
| 3-10          | Contract PTO          | 16       |                    |            |                 |         |
| 4-00          | Extended Illness Bank | 2.75     |                    |            |                 |         |
| 5-00          | Call Outs             | 11.5     |                    |            |                 |         |
| 7-01          | Holiday               | 674      |                    |            |                 |         |
| 7-02          | Holiday Worked SWN    | 89       |                    |            |                 |         |
| 8-10          | PD Grant/Contracts    | 41.5     |                    |            |                 |         |
| 8-13          | Military Leave        | 60       |                    |            |                 |         |
| Grand Totals: |                       | 10799.85 |                    | 334,408.92 |                 | 1552.29 |

**Pay Code Totals - Employee**

| PC    | Title                 | Amount     | PC    | Title           | Amount     | PC    | Title          | Amount     |
|-------|-----------------------|------------|-------|-----------------|------------|-------|----------------|------------|
| 1-01  | Regular Pay           | 391,469.08 | 1-03  | Mayor/Trustee   | 2,000.00   | 1-04  | Temporary W    | 0.00       |
| 2-00  | Overtime Pay          | 7,234.56   | 3-01  | Paid Time Off   | 35,453.30  | 3-10  | Contract PTO   | 0.00       |
| 4-00  | Extended Illness Bank | 56.93      | 7-01  | Holiday         | 16,019.37  | 8-01  | Misc Pay       | 42.00      |
| 8-07  | LTD Reimbur           | 751.00     | 8-10  | PD Grant/Contr  | 2,318.33   | 30-02 | LTD Benefits   | 1,552.29   |
| 40-00 | 401K                  | -400.00    | 50-01 | FPPA 457        | -814.01    | 50-02 | FPPA-Police Pe | -18,100.90 |
| 51-01 | PERA                  | -21,042.12 | 51-02 | PERA + 457      | -600.76    | 51-03 | PERA Life In   | -77.50     |
| 60-01 | Health Ins E          | -885.92    | 60-02 | Health Ins E    | -1,934.36  | 60-03 | Health Ins E   | -481.16    |
| 60-04 | Health Ins E          | -7,813.79  | 61-01 | HSA 3350        | -1,926.66  | 61-02 | HSA 6750       | -5,965.96  |
| 62-04 | Dental Ins E          | -112.76    | 63-03 | Vision Ins E    | -13.80     | 63-04 | Vision Ins E   | -44.52     |
| 64-01 | Voluntary/Ad          | -766.20    | 64-03 | Child Life      | -30.40     | 64-04 | Spouse Life    | -263.10    |
| 64-05 | Accident- E           | -101.64    | 64-06 | Accident- E     | -72.50     | 64-07 | Accident- E    | -55.08     |
| 64-08 | Accident- E           | -346.92    | 70-02 | Child Support   | -837.50    | 70-03 | Garnishment    | -778.07    |
| 70-04 | Equipment             | -720.50    | 74-00 | Social Security | -836.48    | 75-00 | Medicare       | -6,712.31  |
| 76-00 | Federal With          | -41,011.58 | 77-00 | State Withhold  | -14,963.00 | 86-00 | Direct Deposit | 334,408.92 |
| 5-00  | Call Outs             | 292.65     | 8-13  | Military Leave  | 1,618.20   |       |                |            |

**Pay Code Totals - Employer**

| PC    | Title         | Amount    | PC    | Title         | Amount    | PC    | Title         | Amount   |
|-------|---------------|-----------|-------|---------------|-----------|-------|---------------|----------|
| 50-02 | FPPA - Polic  | 13,791.18 | 51-01 | PERA          | 36,034.47 | 51-04 | PERA AED/     | 498.08   |
| 60-01 | Health Ins E  | 11,802.09 | 60-02 | Health Ins E  | 8,609.10  | 60-03 | Health Ins E  | 7,754.26 |
| 60-04 | Health Ins E  | 21,427.35 | 61-01 | HSA 3350      | 643.36    | 61-02 | HSA 6750      | 458.30   |
| 62-01 | Dental Ins E  | 541.11    | 62-02 | Dental Ins E  | 663.30    | 62-03 | Dental Ins E  | 496.30   |
| 62-04 | Dental Ins E  | 1,796.96  | 62-05 | Dental PatDir | 82.25     | 62-06 | Dental PatDir | 43.50    |
| 62-08 | Dental PatDir | 71.50     | 63-01 | Vision Ins E  | 152.10    | 63-02 | Vision Ins E  | 67.60    |
| 63-03 | Vision Ins E  | 55.20     | 63-04 | Vision Ins E  | 289.25    | 64-02 | Nextera       | 1,271.00 |
| 74-00 | Social Securi | 836.48    | 75-00 | Medicare      | 6,712.31  | 91-00 | Long Term Di  | 1,552.29 |
| 92-00 | Short Term D  | 1,556.93  | 93-00 | Police Pensio | 4,826.88  | 94-00 | Basic Life &  | 560.00   |
| 95-00 | Healthiest Yo | 711.00    | 98-00 | State Unempl  | 1,378.11  |       |               |          |