



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

October 9, 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 September 25, 2019 BOT Regular Meeting Minutes
 - 5.b. **Resolution 19-91**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE REVOCABLE LICENSE AGREEMENT BETWEEN BLACK DIAMOND MIDSTREAM, LLC, THE FIRESTONE FINANCE AUTHORITY, AND THE TOWN OF FIRESTONE
 - 5.c. **Resolution 19-92**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE CAPITALIZATION THRESHOLD AND DEPRECIATION POLICY FOR THE TOWN OF FIRESTONE.
6. **Presentation**
 - 6.a. 2020 Weld County Proposed Budget - Weld County Commissioner, Scott James
7. **Local Licensing Authority**
 - 7.a. **Public Hearing** - City Centre Liquor - New Retail Liquor Store
8. **Public Hearing**

* 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.

- 8.a. **Ordinance 960**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, KNOWN AS THE VISTAS AT SADDLEBACK, FROM RESIDENTIAL-1 TO PUD RESIDENTIAL-B AND PUD REGIONAL COMMERCIAL; AND APPROVING AN APPLICATION FOR OUTLINE DEVELOPMENT PLAN FOR THE VISTAS AT SADDLEBACK PLANNED UNIT DEVELOPMENT

9. Discussion/Action

- 9.a. **Resolution 19-87**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE RAILS, LLC FOR A POTABLE WATERLINE EASEMENT
- 9.b. **Resolution 19-93**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COMMUNICATION CONSTRUCTION & ENGINEERING, INC., REGARDING THE POLICE STATION FIBER OPTIC LINE PROJECT
- 9.c. **RESOLUTION 19-94**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CHURCHICH RECREATION LLC FOR THE INSTALLATION OF PLAYGROUND EQUIPMENT

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

11. Reports

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

12. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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
Board of Trustees Regular Meeting
MINUTES
September 25, 2019

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on September 25, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 07:00 PM

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

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

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

2. Pledge of Allegiance

Pledge was led by Mayor Sindelar

3. Approval of Agenda

Board took a moment to recognize Firestone Police Department for ' Thank a Police Officer Day'

Motion by Jimenez, **second** by Conyac, to approve the Agenda

Roll Call Vote:

Yes: Trustee Sharp, Trustee Conyac, Trustee Jimenez, Trustee Meiring

No:

Abstain:

Motion carried.

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

Fred Skates - Carbon Valley Help Center - update on building - Invite to the October 11, 2019 4:00-6:00 pm Ribbon Cutting

5. Consent Agenda

5.a. Approval of September 11, 2019 BOT Regular Meeting Minutes

Motion by Trustee Conyac, **second** by Trustee Sharp, to approve September 11, 2019 BOT Regular Meeting Minutes

Roll Call Vote:

Yes: Trustee Conyac, Trustee Jimenez, Trustee Meiring, Trustee Sharp

No:

Abstain:

Motion carried.

6. Presentation

6.a. 2020 Legislative Session Overview

7. Public Hearing

Open: 7:35 pm Closed: 8:11 pm

7.a. Ordinance 958 - AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16.12.8 AND EXHIBIT C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS AND SECTION 17.16.070 OF THE MUNICIPAL CODE PERTAINING TO LANDSCAPING OF SINGLE FAMILY RESIDENTIAL LOTS

Motion by Trustee Conyac, **second** by Trustee Meiring to adopt **Ordinance 958** - AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16.12.8 AND EXHIBIT C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS AND SECTION 17.16.070 OF THE MUNICIPAL CODE PERTAINING TO LANDSCAPING OF SINGLE FAMILY RESIDENTIAL LOTS

Roll Call Vote:

Yes: Trustee Jimenez, Trustee Meiring, Trustee Sharp, Trustee Conyac

No:

Abstain:

Motion carried.

8. Discussion/Action

8.a. Appointment to the Cultural Committee

Motion by Trustee Meiring, **second** by Trustee Jimenez, to approve the Appointment of Dea Lindsey to the Cultural Committee

Roll Call Vote:

Yes: Trustee Meiring, Trustee Sharp, Trustee Conyac, Trustee Jimenez

No:

Abstain:

Motion carried.

8.b. Ordinance 959: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING CHAPTER 5.08 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES

Motion by Sharp, **second** by Trustee Meiring, to adopt **Ordinance 959:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO,

REPEALING AND REENACTING CHAPTER 5.08 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES

Roll Call Vote:

Yes: Trustee Sharp, Trustee Conyac, Trustee Jimenez, Trustee Meiring

No:

Abstain:

Motion carried.

- 8.c. Resolution 19-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE RAILS, LLC FOR A POTABLE WATERLINE EASEMENT

Motion by Trustee Meiring, **second** by Trustee Conyac, to continue **Resolution 19-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE RAILS, LLC FOR A POTABLE WATERLINE EASEMENT to Wednesday, October 9, 2019 @ 7:00 pm.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Jimenez, Trustee Meiring, Trustee Sharp

No:

Abstain:

Motion carried.

- 8.d. Resolution 19-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING VEHICLE AND EQUIPMENT PURCHASES FOR THE TOWNS COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

Motion by Trustee Sharp, **second** by Trustee Conyac, to approve **Resolution 19-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING VEHICLE AND EQUIPMENT PURCHASES FOR THE TOWNS COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

Roll Call Vote:

Yes: Trustee Conyac, Trustee Jimenez, Trustee Meiring, Trustee Sharp

No:

Abstain:

Motion carried.

- 8.e. Resolution 19-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC FOR CONCRETE REMOVAL AND REPLACEMENT SERVICES

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 19-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN AND FIRESTONE AND ABS CONCRETE INC FOR CONCRETE REMOVAL AND REPLACEMENT SERVICES

Roll Call Vote:

Yes: Trustee Jimenez, Trustee Meiring, Trustee Sharp, Trustee Conyac

No:

Abstain:

Motion carried.

8.f. Resolution 19-90: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER REGARDING THE TOWN OF FIRESTONE AND PLM ASPHALT AND CONCRETE LLC'S AGREEMENT REGARDING THE WOOSTER AVENUE STREET REPLACEMENT PROJECT

Motion by Trustee Conyac, **second** by Trustee Meiring, to approve **Resolution 19-90:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER REGARDING THE TOWN OF FIRESTONE AND PLM ASPHALT AND CONCRETE LLC'S AGREEMENT REGARDING THE WOOSTER AVENUE STREET REPLACEMENT PROJECT

Roll Call Vote:

Yes: Trustee Jimenez, Trustee Meiring, Trustee Sharp, Trustee Conyac

No:

Abstain:

Motion carried.

Board Meeting is recessed to begin the Local Licensing Authority meeting:

9. Liquor License Authority

Open: 8:45 pm Close: 8:49 pm

9.a. Resolution 19-01: A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, LOCAL LICENSING AUTHORITY ADOPTING AN APPLICATION RENEWAL AND LICENSING FEE SCHEDULE AND ESTABLISHING THE NEIGHBORHOOD.

Motion by Authority Member Conyac, **second** by Authority Member Meiring, to approve **Resolution 19-01:** A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, LOCAL LICENSING AUTHORITY ADOPTING AN APPLICATION RENEWAL AND LICENSING FEE SCHEDULE AND ESTABLISHING THE NEIGHBORHOOD.

Roll Call Vote:

Yes: Authority Member Meiring, Authority Member Sharp, Authority Member Conyac, Authority Member Jimenez, Authority Member Sindelar

No:

Abstain:

Motion carried.

Local Licensing Authority meeting is closed and the Board of Trustees Meeting reopened:

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

None

11. Reports and Committees

11.a. Staff

11.b. Mayor

11.c. Trustees

12. **Adjournment**

Motion by Trustee Jimenez, **second** by Trustee Meiring, to Adjourn meeting at 9:12 pm, All in Favor, **Motion carried.**

Introduced and Approved the 9th of October 2019

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b.

Consent Agenda

Meeting Date: October 9, 2019

Initiated By: Marty Ostholtz

Dept: Planning & Development

AGENDA TITLE

Resolution 19-91: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE REVOCABLE LICENSE AGREEMENT BETWEEN BLACK DIAMOND MIDSTREAM, LLC, THE FIRESTONE FINANCE AUTHORITY, AND THE TOWN OF FIRESTONE

SUMMARY

Staff has prepared a resolution for consideration by the Board of Trustees to enter into an Amended Encroachment License Agreement with Black Diamond Rockies Midstream LLC.

The amended encroachment license is necessary as the proposed pipeline route through the Central Park property into the Kugel well pad has been reconfigured, adding approximately 97 feet of length to the pipeline. The proposed pipeline will convey liquid hydrocarbons from the Kugel well pad, reducing the number of on-site storage tanks and associated truck trips to remove the liquid hydrocarbons.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone and the Firestone Finance Authority entered into a Encroachment License Agreement with Black Diamond Rockies Midstream on July 24, 2019.

The Town of Firestone Approved the Special Use Permit for Crestone Peak Resources for the Kugel location on February 27, 2019. Crestone is currently in the process of drilling and completing 14 wells at the Kugel location.

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.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution authorizing the Mayor to sign the Amended Encroachment License Agreement.

ALTERNATIVES

ATTACHMENTS

1. 5b - Reso 19-91 Amendment to BlackDiamond License Agreement Approval
2. 5b - First Amendment to BlackDiamond Firestone Encroachment License FINAL

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 19-91

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO
THAT CERTAIN REVOCABLE LICENSE AGREEMENT BETWEEN
BLACK DIAMOND MIDSTREAM, LLC, THE FIRESTONE FINANCE
AUTHORITY, AND THE TOWN OF FIRESTONE**

WHEREAS, the Town of Firestone, the Firestone Finance Authority, and Black Diamond Midstream, LLC entered into that certain Revocable Encroachment License Agreement, dated July 24, 2019 (the "Agreement"), and subsequently recorded in the Weld County Clerk and Recorder's Office on July 25, 2019 at Reception No. 4508816, granting a license over, across and under certain real property owned by the Town of Firestone and the Firestone Finance Authority (collectively, "Owner") to Black Diamond Midstream, LLC ("Licensee") for the construction, operation and maintenance of a single underground gas gathering pipeline and appurtenant underground facilities; and

WHEREAS, subsequent to the execution and recordation of the Agreement, Licensee has changed the pipeline route across Owner's property, adding approximately 97.43 feet to the pipeline as it traverses north across Owner's property, which necessitates a change or reconfiguration in or to the license area under the license; and

WHEREAS, the Board of Trustees desires to authorize the execution of a "First Amendment to Revocable License Agreement" with Black Diamond Midstream, LLC to allow for the change in pipeline route and payment of additional consideration for the change in the area of licensed property.

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

The First Amendment to Revocable License Agreement between the Town of Firestone, the Firestone Finance Authority and Black Diamond Midstream, LLC, attached hereto and incorporated herein as Exhibit A, is hereby approved in substantially the same form as attached, and the Mayor is hereby authorized to execute the Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this _____ day of October, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Exhibit A

FIRST AMENDMENT TO REVOCABLE ENCROACHMENT LICENSE AGREEMENT

This FIRST AMENDMENT TO REVOCABLE ENCROACHMENT LICENSE AGREEMENT (this "First Amendment") is entered into effective as of August __, 2019 (the "Amendment Date"), by and between the TOWN OF FIRESTONE, COLORADO, a Colorado municipality (the "Town"), and 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"). Owner and Licensee may be referred to in the singular sense as a "Party" or in the collective sense as the "Parties."

RECITALS

A. Owner and Licensee entered into that certain Revocable Encroachment License Agreement, dated July 24, 2019 (the "Agreement"), relating to the construction, operation and maintenance of a single underground gas gathering pipeline and appurtenant underground facilities located on certain real property owned by Owner, subject to certain terms and conditions as more particularly described in the Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement

B. Subsequent to the execution and recordation of the Agreement, Licensee has changed the pipeline route across Owner's property, adding approximately 97.43 feet to the pipeline as it traverses north across Owner's property, which necessitates a change or reconfiguration in or to the License Area.

C. Owner and Licensee desire to amend, modify, change or alter certain provisions of the Agreement relating to the portions of the License Area and Consideration for the License.

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein.

2. Modification of License Area. The License Area defined in the Recitals and Section 1.1 of the Agreement, and further legally described and depicted in Exhibit A to the Agreement, shall be substituted and replaced in its entirety with the attached Exhibit A.

3. Amendment of Consideration. Section 4 of the Agreement shall be amended so that it now reads as follows:

Licensee shall remit payment of consideration of **THIRTY-EIGHT THOUSAND, THREE-HUNDRED AND SEVENTY-TWO DOLLARS AND 90/100 (\$38,372.90)** to the Town concurrently with the execution and delivery of this Agreement.

3. Effect of Modification of License Area. It is the Parties' intent that Exhibit A to this First Amendment supersede Exhibit A to the Agreement and, thus, relocate, reconfigure or otherwise modify the License Area under the Agreement.

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

5. Counterparts and Facsimile. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission.

6. No Other Modifications. Except as expressly set forth herein, this First Amendment shall not modify or amend the terms or provisions of the Agreement, and all terms and provisions of the Agreement not specifically modified or amended by this First Amendment shall remain in full force and effect.

7. Recordation. This First Amendment shall be recorded with the Weld County Clerk and Recorder's Office upon execution by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:
TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

By: _____
Leah Vanarsdall, Town Clerk

FIRESTONE FINANCE AUTHORITY

By: _____

LICENSEE:

Black Diamond Rockies Midstream LLC

By: Black Diamond Gathering LLC, its sole member

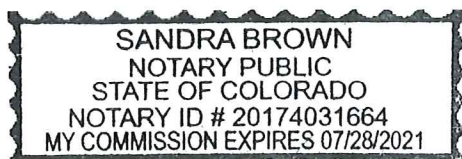
By: Noble Midstream Services, LLC, Attorney-In-Fact

By: _____
Name: Erik T. Van Decar
Title: Attorney-In-Fact

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The forgoing **FIRST AMENDMENT TO REVOCABLE ENCROACHMENT LICENSE AGREEMENT** was subscribed and sworn to before me on Sept. 26, 2019, by Erik T. Van Decar in his/her capacity as Attorney-In-Fact for Noble Midstream Services, LLC, acting in its capacity as Attorney-In-Fact for Black Diamond Gathering LLC, as sole member of Black Diamond Rockies Midstream LLC.

(Seal)



Sandra Brown
Notary Public
Address

My Commission expires 7/28/21

EXHIBIT "A"

July 25, 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 208.66 feet;
Thence N 00°24'10" W, a distance of 207.94 feet;

Thence S 89°35'50" W, a distance of 16.00 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 75°33'25" W, a distance of 1,724.90 feet.

The above surveyed centerline traverses said Outlot 2 for a total distance of 1,089.94 feet or 66.06 rods and containing 0.500 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

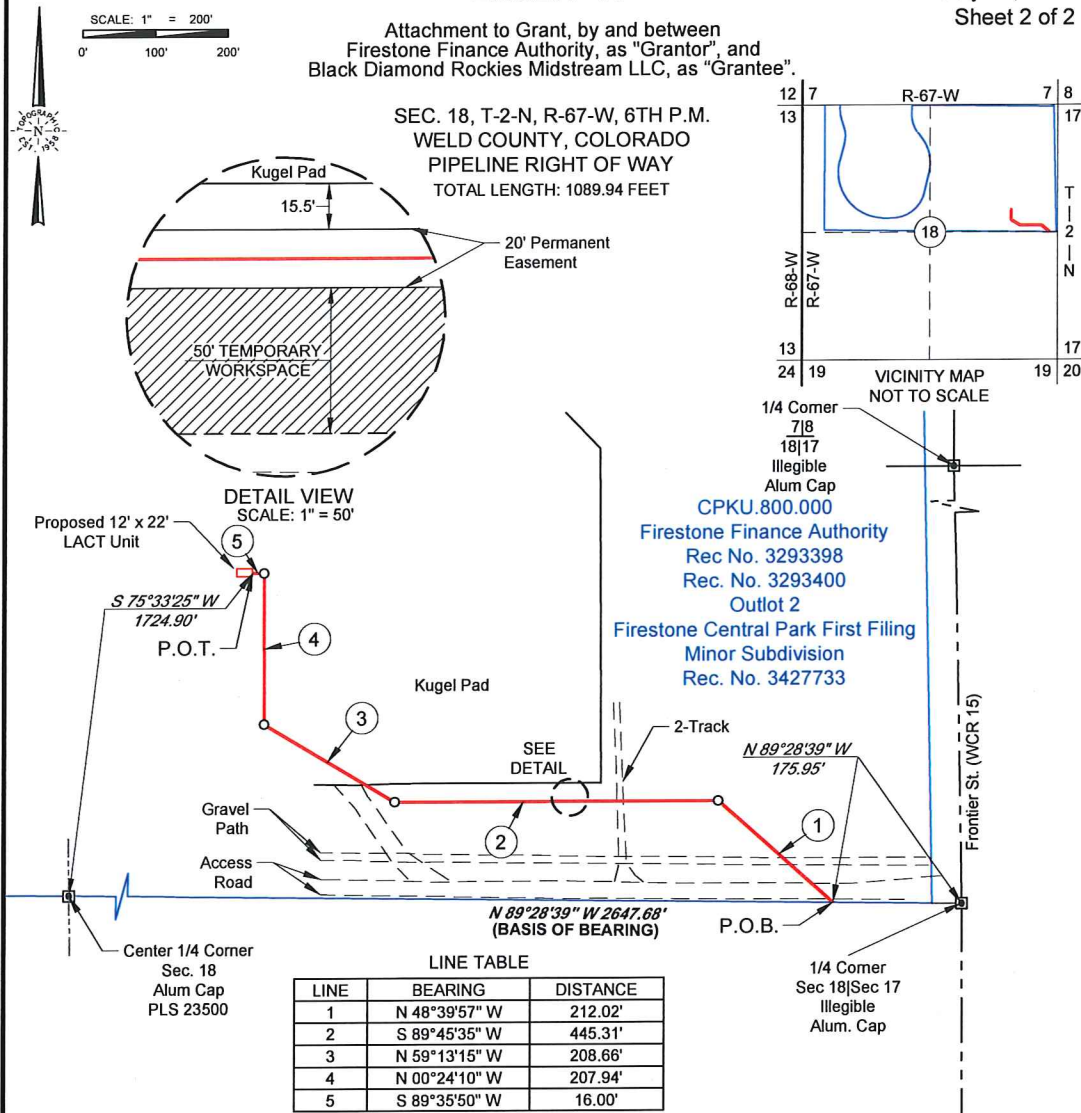


EXHIBIT "A"

July 25, 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: 1089.94 FEET



LEGEND

- SECTION LINE
- TRACK BORDER
- SURVEYED BASELINE
- EDGE OF EASEMENT
- TEMPORARY WORKSPACE
- FENCELINE
- EXISTING PIPELINE
- OHE 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 PLAN



David C. Costner, P.L.S. No. 25936



DRAWN BY: SME REVISION:
JOB NO.: 125010 ZJK 07/25/19



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

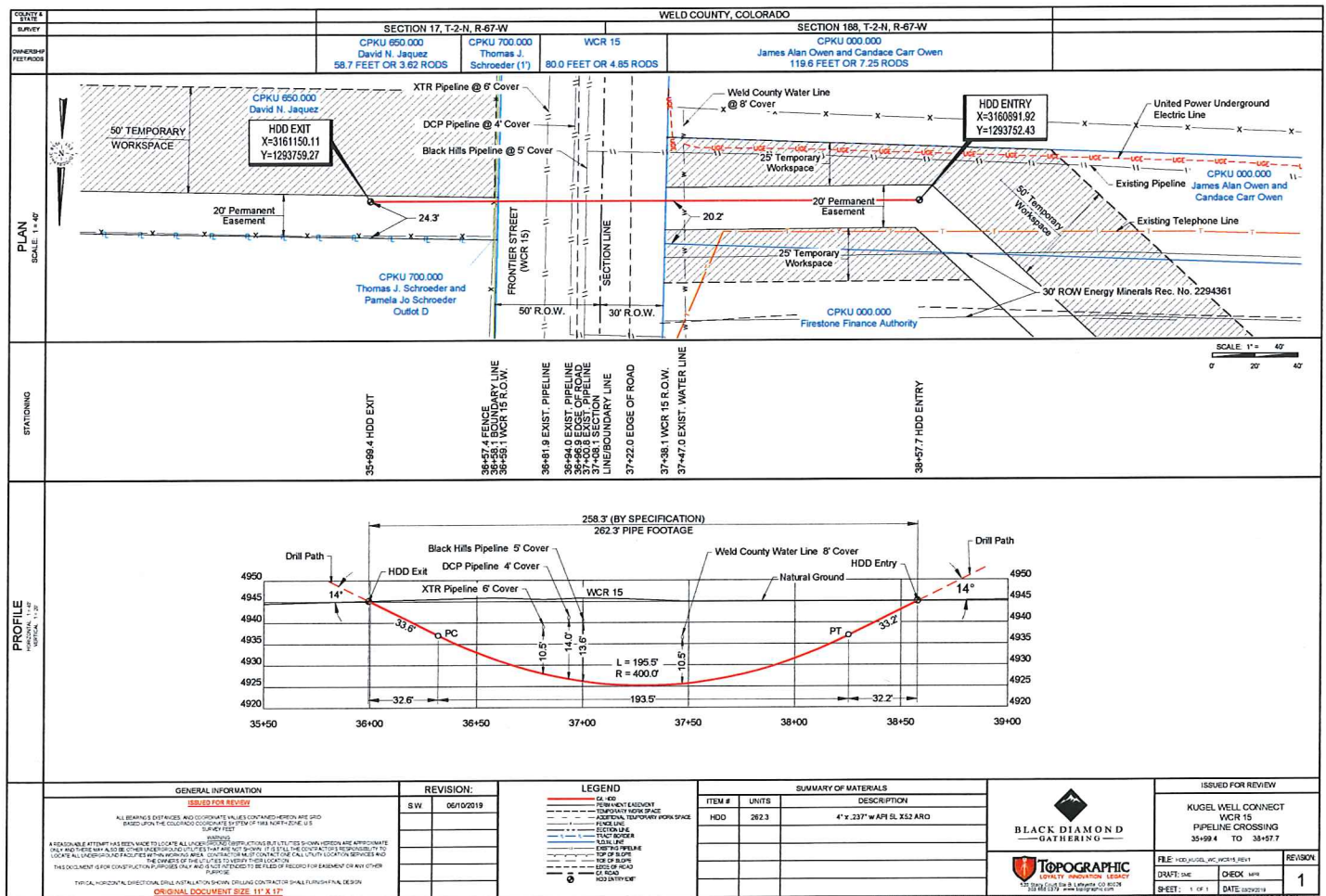


EXHIBIT "A"

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.

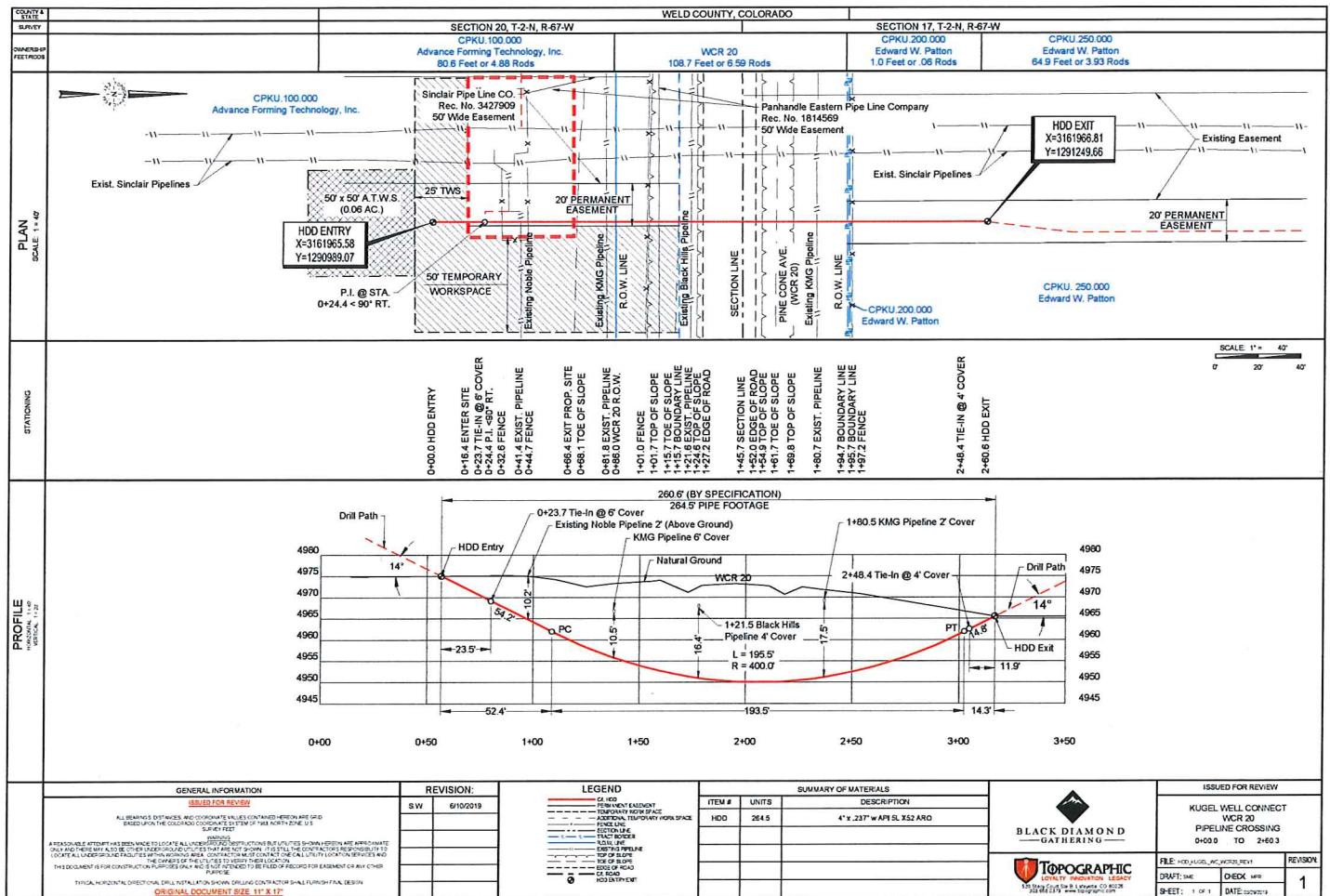
The above surveyed centerline traverses said Weld County Road 20 also known as Pine Cone Avenue for a total distance of 109.69 feet or 6.65 rods more or less.

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
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



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: October 9, 2019

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 19-92: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE CAPITALIZATION THRESHOLD AND DEPRECIATION POLICY FOR THE TOWN OF FIRESTONE.

SUMMARY

On September 26th, members of the Finance Committee reviewed the proposed changes to the Capitalization Threshold and Depreciation Policy. The changes are to reflect suggestions made by the external auditors.

HISTORY AND PREVIOUS BOARD ACTION

The previous Capitalization Threshold and Depreciation Policy was adopted July 11, 2018.

RECOMMENDATION

Staff recommends that the Board adopt the revised Capitalization Threshold and Depreciation Policy

ALTERNATIVES

Board to give staff further direction

ATTACHMENTS

1. 5c - Reso 19-92 Capitalization Policy
2. 5c - Capitalization Policy Redline

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION NO. 19-92

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE CAPITALIZATION
THRESHOLD AND DEPRECIATION POLICY FOR THE TOWN OF
FIRESTONE**

WHEREAS, the Town of Firestone has previously adopted a capitalization threshold and depreciation policy for the Town; and

WHEREAS, the Board of Trustees finds that such policy and procedures should be updated and that the adoption of the capitalization threshold and depreciation policy will promote and support the reporting of capital assets accurately and consistently; and

WHEREAS, there has been presented to the Board of Trustees for adoption a proposed capitalization threshold and depreciation policy, which has been developed through the collaborative efforts of the Finance Committee, Town Manager and Department of Finance; and

WHEREAS, the Board of Trustees finds that the adoption of such policy is authorized by law; and

WHEREAS, the Board of Trustees finds that the proposed Capitalization Threshold and Depreciation Policy attached hereto and made a part of this resolution are solely in support of the Town's fiscal responsibilities; and

WHEREAS, the Board of Trustees by this Resolution desires to adopt said policy;

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Capitalization Threshold and Depreciation Policy.

Section 2. The Policy approved and adopted by this Resolution shall take effect October 9, 2019.

Section 3. All resolutions and policies or portions thereof previously adopted that are inconsistent or conflicting with the policies adopted by this Resolution are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ AND ADOPTED this _____ day of October, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Capitalization Threshold and Depreciation Policy

ISSUE DATE

EFFECTIVE DATE

~~July 11, 2018~~September 25, 2019
September 25, 2019 ~~July 11, 2018~~

INTENT

The Town of Firestone (Town) understands the importance of being in compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB) by reporting capital asset information in the Town's year-end government-wide financial statements. Reporting capital asset activity accurately and consistently, provides the readers of the Town's audited financial statements an economic measurement focus of the Town's position.

POLICY

The Town has established the following fiscal policy related to capitalization thresholds and capital asset depreciation method.

Capitalization Threshold

The monetary threshold for capitalization purposes will be established for capital assets with an initial, individual cost of \$5,000 or more and having a useful life in excess of one year.-

- The cost of commissions, delivery, setup, and or accessories should be included in the final cost of the capital asset.
- All capital assets shall be recorded and tracked via a perpetual inventory system. The Town will perform a physical inventory of its capital assets, either simultaneously or on a rotating basis, so that all of the assets are physically accounted for at least once every three years.
- The Town will develop capital asset replacement and maintenance schedules in accordance with accepted professional standards and best practices. The schedules will be utilized to commit adequate funding of re-investment in the Town's machinery, facilities, and infrastructure so as to prevent the deferment of requires ongoing maintenance and replacement.

Depreciation of Capital Assets

For year-end financial statement purposes, the Town will calculate depreciation expense on its capital assets utilizing the straight line method over the following estimated useful lives:

<u>Infrastructure and Improvements</u>	<u>5-50 years</u>
<u>Buildings and Improvements</u>	<u>10-50 years</u>
<u>Machinery and Equipment</u>	<u>3-30 years</u>

~~The Town will not calculate depreciation expense in the year that the capital asset is purchased.- Estimated useful lives of capital assets for purposes of allocating depreciation expense to the appropriate periods will be established by the Town's Controller in collaboration with appropriate Town staff.~~

Policy Review

The ~~Town Controller~~Finance Committee and Finance Director will be responsible for reviewing the Capitalization Threshold and Depreciation Policy ~~annually every two years in connection with the Town's year-end financial statements preparation process to ensure that the Town is adhering to the framework outlined in this policy and will make recommendations for revisions to the policy as deemed appropriate.- Furthermore, the Town Manager, in concert with the Town Controller, will review the policy annually in connection with the Town's year-end financial statements and will make recommendations for revisions to the policy as deemed appropriate.~~ Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Mayor

Attest: Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a.

Local Licensing Authority

Meeting Date: October 9, 2019

Initiated By: Leah Vanarsdall

Dept: Town Clerk

AGENDA TITLE

Public Hearing - City Centre Liquor - New Retail Liquor Store

SUMMARY

Harkeerat Inc dba City Centre Liquor would like to open a new Retail Liquor Store in the old Two Brothers Bicycle space, 4415 City Centre Rd, Unit 200.

The application has also been submitted to Colorado Department of Revenue for concurrent review and has been approved based on local approval.

The Town Clerk's Office has received a complete submittal and a background check has been completed through CBI.

A building permit to remodel the store will be submitted to the Planning Department upon approval of the license. A new diagram of the proposed footprint will need to be submitted to the Clerk's Office upon Building Permit review.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

To approve the application for a new Retail Liquor License for Harkeerat Inc, City Centre Liquor at 4415 City Centre Rd Unit 200

ALTERNATIVES

Board to give Staff further Direction

ATTACHMENTS

1. City Centre Retail Liquor

FINANCIAL CONSIDERATIONS

N/A

Colorado Liquor Retail License Application

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other ☒ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation HARKEERAT INC			FEIN Number 64-2393020
2a. Trade Name of Establishment (DBA) City Centre Liquor		State Sales Tax Number 36615894	Business Telephone (646) 379-3451
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <i>RD</i> 4415 City Centre Dr, Unit 200			
City Firestone		County Weld	State CO
4. Mailing Address (Number and Street) 11590 Pecos St, # B202		City or Town Westminster	ZIP Code 80504
5. Email Address sladdi649@gmail.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) N/A		Present State License Number N/A	Present Class of License N/A
		Present Expiration Date N/A	
Section A		Section B (Cont.)	
Nonrefundable Application Fees		Liquor License Fees	
☐ Application Fee for New License \$550.00 ☒ Application Fee for New License w/Concurrent Review \$650.00 ☐ Application Fee for Transfer \$550.00		☐ Lodging & Entertainment - L&E (County)..... \$500.00 ☐ Manager Registration - H & R..... \$75.00 ☐ Manager Registration - Tavern..... \$75.00 ☐ Manager Registration - Lodging & Entertainment..... \$75.00 ☐ Manager Registration - Campus Liquor Complex \$75.00	
Section B			
Liquor License Fees			
☐ Add Optional Premises to H & R..... \$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area \$75.00 ☐ Arts License (City) \$308.75 ☐ Arts License (County)..... \$308.75 ☐ Beer and Wine License (City) \$351.25 ☐ Beer and Wine License (County)..... \$436.25 ☐ Brew Pub License (City)..... \$750.00 ☐ Brew Pub License (County) \$750.00 ☐ Campus Liquor Complex (City)..... \$500.00 ☐ Campus Liquor Complex (County) \$500.00 ☐ Campus Liquor Complex (State) \$500.00 ☐ Club License (City) \$308.75 ☐ Club License (County)..... \$308.75 ☐ Distillery Pub License (City)..... \$750.00 ☐ Distillery Pub License (County) \$750.00 ☐ Hotel and Restaurant License (City) \$500.00 ☐ Hotel and Restaurant License (County)..... \$500.00 ☐ Hotel and Restaurant License w/one opt premises (City) \$600.00 ☐ Hotel and Restaurant License w/one opt premises (County)..... \$600.00 ☐ Liquor-Licensed Drugstore (City) \$227.50 ☐ Liquor-Licensed Drugstore (County)..... \$312.50 ☐ Lodging & Entertainment - L&E (City)..... \$500.00		☐ Master File Location Fee \$25.00 X _____ Total _____ ☐ Master File Background \$250.00 X _____ Total _____ ☐ Optional Premises License (City) \$500.00 ☐ Optional Premises License (County)..... \$500.00 ☐ Racetrack License (City) \$500.00 ☐ Racetrack License (County)..... \$500.00 ☐ Resort Complex License (City)..... \$500.00 ☐ Resort Complex License (County) \$500.00 ☐ Related Facility - Campus Liquor Complex (City) \$160.00 ☐ Related Facility - Campus Liquor Complex (County)..... \$160.00 ☐ Related Facility - Campus Liquor Complex (State)..... \$160.00 ☐ Retail Gaming Tavern License (City)..... \$500.00 ☐ Retail Gaming Tavern License (County) \$500.00 ☐ Retail Liquor Store License-Additional (City) \$227.50 ☐ Retail Liquor Store License-Additional (County) \$312.50 ☒ Retail Liquor Store (City) \$227.50 ☐ Retail Liquor Store (County) \$312.50 ☐ Tavern License (City) \$500.00 ☐ Tavern License (County) \$500.00 ☐ Vintners Restaurant License (City)..... \$750.00 ☐ Vintners Restaurant License (County) \$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☐ D. Return originals to local authority ☐ E. Additional information may be required by the local licensing authority ☒ F. All sections of the application need to be completed
II. Diagram of the premises	☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant ☐ D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV. Background information and financial documents	☒ A. Individual History Records(s) (Form DR 8404-I) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentGO. The Vendors are as follows: IdentGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	☒ A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office ☒ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation ☐ D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII. Partnership applicant information (if applicable)	☐ A. Partnership Agreement (general or limited). Not needed if husband and wife ☐ B. Certificate of Good Standing (If formed after 2009)
VIII. Limited Liability Company applicant information (if applicable)	☐ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) ☐ B. Certificate of Good Standing ☐ C. Copy of operating agreement ☐ D. Certificate of Authority if foreign company
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☒ C. If owner is managing, no fee required

Name HARKEERAT INC	Type of License Retail Liquor License	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes No ☐ ☒		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): ☐ ☒ ☐ ☒ ☐ ☒ (a) Been denied an alcohol beverage license? (b) Had an alcohol beverage license suspended or revoked? (c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or ☐ ☐ Waiver by local ordinance? ☐ ☐ Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? N/A ☐ ☐		
13b. Are you a Colorado resident? ☒ ☐		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☐ ☒		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☐ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord THF Firestone Development, L.L.C.	Tenant HARKEERAT INC,	Expires 07/31/30
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name SEE ATTACHED PROVISIONS OF LEASE REGARDING PIF AND RTF	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
Last Name	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? N/A ☐ ☐ Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? N/A ☐ ☐ If "yes" a copy of license must be attached.		

Name HARKEERAT INC	Type of License Retail Liquor License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		N/A ☐ ☐		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		☐ ☐		
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐ ☐		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		N/A ☐ ☐		
22. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education?		N/A Yes No ☐ ☐		
(b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		☐ ☐		
23. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Singh		First Name of Manager Baljinder		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
		☐ ☒		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		N/A Yes No ☐ ☐		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager n/a		First Name of Manager		
26. Tax Dstraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax dstraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				
		☐ ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Baljinder Singh	Home Address, City & State 11590 Pecos St, #B202, Westminster, CO 80234	DOB 04/25/74	Position President Director	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If ☒ total ownership percentage disclosed here does not total 100%, applicant must check this box: Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

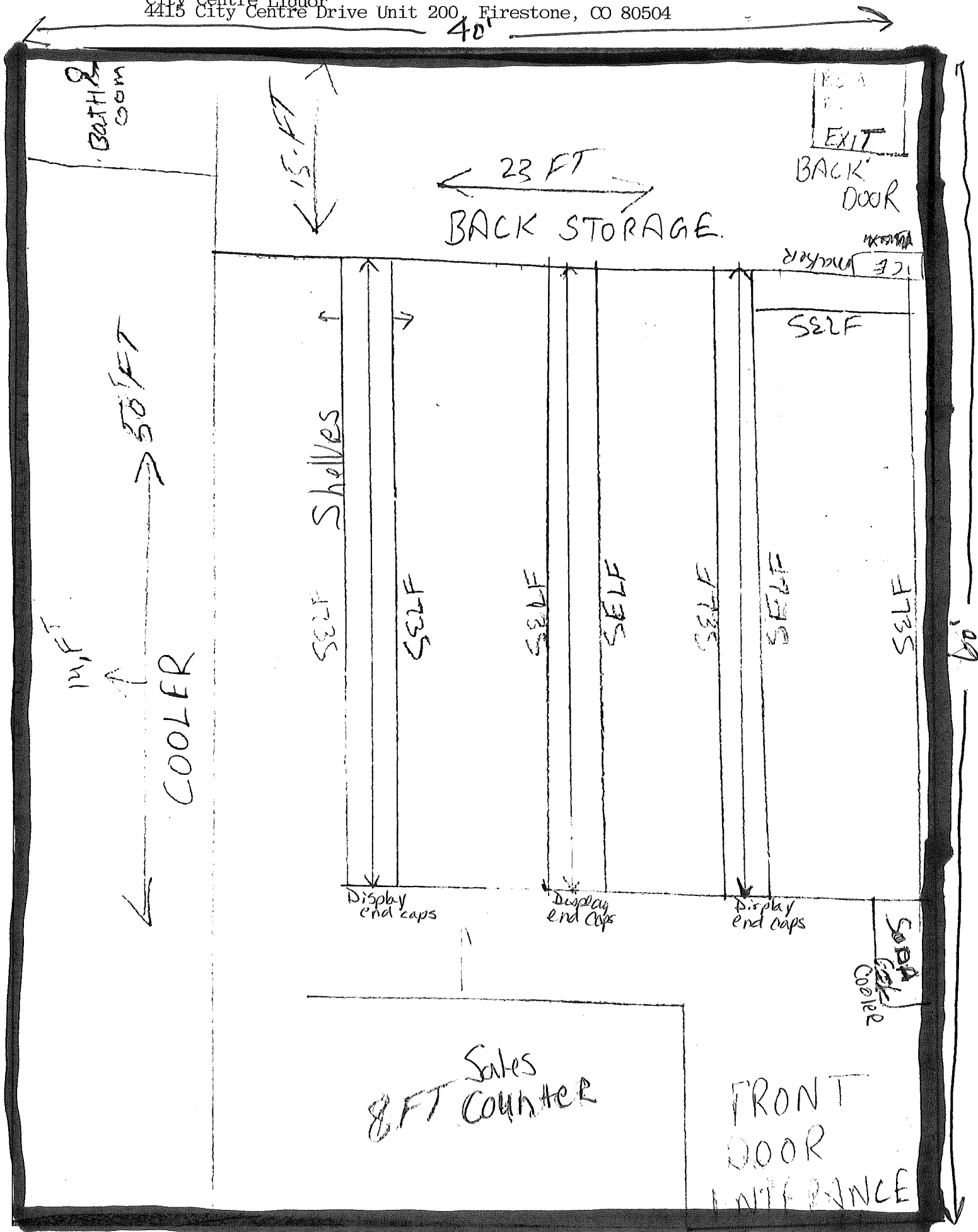
Name HARKEERAT INC		Type of License Retail Liquor License	Account Number
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>Baljeet Sore</i>		Printed Name and Title President	Date 8-6-19
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority Aug. 6, 2019		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) October 9th, 2019 @ 7:00 PM	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
☒ Fingerprinted Aug. 7, 2019 ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants clear			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One)			
☒ Date of inspection or anticipated date 10-16-2019 ☒ Will conduct inspection upon approval of state licensing authority			
☒ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?			Yes No ☐ ☒
☒ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			☐ ☒
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?			☐ ☒
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for Town of Pine Stone		Telephone Number 303-531-6264	☒ Town, City ☐ County
Signature	Print Leahlanarsda H	Title Town Clerk	Date
Signature	Print	Title	Date

Application Review Checklist		
Date:	August 6 2019	Sent to State: Aug 7, 2019
DBA:	City Centre Liquor	

Type of Application:		☐ New	☒ New Concurrent	☐ Transfer
☐ Corporation (Inc)	☐ LLC (Limited Liability)	☐ Other _____		

Y	N	Item Checklist
X		Appointment with Clerk Aug 6 2019 walk-in
X		Correct Fees
X		\$522.50 Town Fees ✓
X		\$877.50 State Fees ✓
X		Hearing Date 10/9/2019 & Filled in on Local Approval (Pg 4)
		Establish neighborhood boundaries/map 1/2 mile
X		Advertise Public Hearing
X		Poster
X		OEDIPUS Petition and names of survey companies
		Hearing Approved (30 days min from filing date)
		10 days prior to hearing- notify applicant of status
X		Taxes Current
X		Manager Listed (H/R/Tavern/Arts/Club)
		Transfer Affidavit
X		Legal Possession Agreement
X		Zoning
X		500 Ft School Rule
		Diagram-(Footprint) Building Permit to be Ruled - Temp on File
X		Individual History Record (master file send to state)
X		Drivers Licenses
X		Affidavit Concerning Criminal History
X		Fingerprints, Fees (38.50) & Online with CBI
Corporation Information Required:		
X		Articles of Incorporation (Date Stamped by SOS)
X		Certificate of Good Standing
X		Copy of Stock Certificates Issued
		Corporate Financial Report ?
X		Management Agreement
Limited Liability Information Required (at least 2 of 3):		
		Articles of Organization (Date Stamped by SOS)
		Certificate of Good Standing
		Operating Agreement
		Meeting Minutes
		DR 4679- Affidavit & Documentation
		Partnership Agreement

INSP 10/16/19



**TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Liquor Licensing Authority of the Town of Firestone will hold a public hearing at 7:00 p.m. on Wednesday, October 9, 2019, at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the hearing will be to consider the application of HARKEERAT, INC dba City Centre Liquor August 6, 2019 for a Retail Liquor Store license for the premises to be located at 4415 City Centre Rd, Firestone, CO 80504. The address for HARKEERAT is 11590 Pecos St #B202, Westminster, CO 80234.

Any person may appear at the Public Hearing and be heard regarding the matter under consideration. Copies of the application are on file and available for public inspection in the Office of the Town Clerk, 151 Grant Avenue, Firestone, CO 80520, during regular business hours.

Dated: August 9, 2019
**LIQUOR LICENSING AUTHORITY,
TOWN OF FIRESTONE**

Leah Vanarsdall
Town Clerk

Published: Longmont Times Call August 13,
2019--1626433

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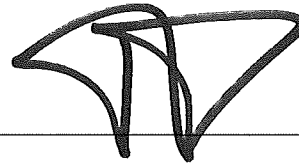
PUBLISHER'S AFFIDAVIT

**County of Boulder
State of Colorado**

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

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

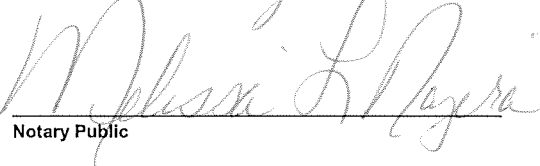
Aug 13, 2019



Signature

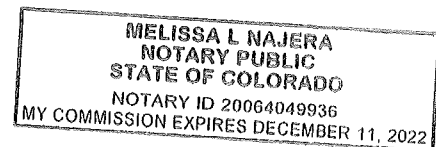
Subscribed and sworn to me before me this

13th day of August, 2019.



Notary Public

(SEAL)



Account: 1051150
Ad Number: 1626433
Fee: \$18.85

Oedipus, Inc.

Empirical Data Services

**PETITION & TELEPHONE SURVEYS
Liquor & Beer Licensing
Rezoning
Opinion Poll
Venue
Special Tax Districts
LIQUOR LICENSE SITE &
ECONOMIC ANALYSIS**

30 September 2019

RECORD/RECEIPT OF DELIVERY

Please acknowledge receipt of delivery. Thank you.

I verify I received the following document from ***Oedipus, Inc.*** as follows:

Envelope Addressed To: Ms. Leah Vanarsdall, Town Clerk,
Town of Firestone, CO
151 Grant Avenue, Firestone, CO 80520

Re: ***Harkeerat, Inc., dba City Centre Liquor***
4415 City Center Drive, Unit #200, Firestone, CO 80504
Retail Liquor Store License

Enclosures: Four (4) Petition Packets
Original Report
Summary Letter

Package Via: **HAND DELIVERY**

Date Delivered: 9/30/19

Time Delivered: 12:20pm

Signed: Michele Apps

Printed Name: Michele Apps

Title/Position: Utility Billing Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Public Hearing

Meeting Date: October 9, 2019

Initiated By: Marty Ostholtz

Dept: Planning & Development

AGENDA TITLE

Ordinance 960: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, KNOWN AS THE VISTAS AT SADDLEBACK, FROM RESIDENTIAL-1 TO PUD RESIDENTIAL-B AND PUD REGIONAL COMMERCIAL; AND APPROVING AN APPLICATION FOR OUTLINE DEVELOPMENT PLAN FOR THE VISTAS AT SADDLEBACK PLANNED UNIT DEVELOPMENT

SUMMARY

See Staff Report (Attachment 1).

HISTORY AND PREVIOUS BOARD ACTION

The subject property was annexed in 1976 as part of the Zadel annexation. An outline development plan was previously approved for the property in 2001 but has since expired as an approved outline development plan is only valid for a period of ten years from approval.

RECOMMENDATION

Staff recommends that the Board of Trustees approve Ordinance 960, an ordinance approving The Vistas at Saddleback Outline Development Plan with conditions.

ALTERNATIVES

ATTACHMENTS

1. 9a - Vistas at Saddleback ODP BOT Staff Report 2019 10-09
2. 9a - The Vistas At Saddleback ODP Sheet Set 2019-09-09
3. 9a - Ord 960 The Vistas at Saddleback PUD and ODP
4. 9a - The Vistas at Saddleback ODP Publication Notice of Hearings

FINANCIAL CONSIDERATIONS



Staff Report

The Vistas at Saddleback Outline Development Plan

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

October 9, 2019

Applications

This staff report is for the proposed Vistas at Saddleback Outline Development Plan (“ODP”). The applicant for the ODP is Vistas at Saddleback, LLC.

Notice

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

Location and Process

The location of the proposed ODP is at the northwest corner of Grant Avenue (WCR 18) and Frontier Street (WCR 15). The ODP is a step in the Firestone Development Review process prior to subdivision and site planning.

Site Analysis

The proposed ODP for the Vistas at Saddleback property is approximately 47.5 acres in size. The site is currently undeveloped and is generally flat and developable, sloping from the south to the north. The only significant encumbrance on the property is for an abandoned oil and gas well. The well facilities associated with the plugged well, including flowlines have been removed from the property in 2017.

ODP Analysis

The proposed ODP is requesting PUD zoning to create a mixed-use community designed for, but not limited to, an active adult lifestyle. With a continuum of care component anchored by an assisted living and memory care campus, The Vistas aims primarily to serve those in the market who may have the responsibility of caring, themselves, for aged parents. The Vistas is a community that active adults can enjoy knowing that there is a proximate place for their aging parents if the care for those parents becomes their responsibility. The Vistas, however, will also seek to offer some housing product at a price that is likely to attract first time home buyers and couples starting families as well.

The proposed PUD will provide a range of housing types, as well as assisted living/multifamily and office/commercial uses, within the same neighborhood. This will allow the development to proceed with a cohesive design vocabulary and system of building setbacks and standards not currently permitted by conventional zoning types within current town standards. Housing products may include, but will not be limited to, patio homes, paired/duplex homes, and townhomes. Based on the eventual distribution of these products, density for the project is likely to fall in the range of 8-10 D.U./ac, but may range slightly lower or higher, with a minimum of 5 D.U./ac and a maximum of 14 D.U./ac.

The site is currently zoned R-1, per the Town of Firestone Zoning Map dated January 2018. The ODP proposes a PUD zoning for the site, with two zone districts: Residential-B and Regional Commercial (reference ODP sheets 8 and 9) zone districts. All permitted uses listed in the Town Development Regulations shall be allowed in each of those zone districts, with the addition of Assisted Living and Memory Care and Senior Housing facilities in the Regional Commercial zone district.

Consistency

The application is generally consistent with the Firestone Master Plan, Development Regulations and Municipal Code.

Circulation

An access plan for the property will be determined at the time of Preliminary Development Plan and/or Final Development Plan, including the right-of-way dedication for the future Frontier Street.

Public Land Dedication

Public land dedication will be required pursuant to the proposed ODP and the Town's Development Regulations.

Fiscal Impacts

Having a mixture of residential products/office/commercial land uses as shown on the ODP potentially provides for an economic development benefit for the Town. Additional fiscal impact analysis will be provided when subsequent development review applications are submitted.

Utility and Services

No infrastructure improvements are proposed with the ODP application. Additional utility and service details/studies will be provided when subsequent development review applications are submitted.

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

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

Conditions and Standards for Approval

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

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

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

Planning Commission or Board of Trustees Action

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

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

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

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

RECOMMENDATION

Town staff recommends the Board of Trustees approve Ordinance 960, an ordinance approving The Vistas at Saddleback Outline Development Plan with conditions.

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OUTLINE DEVELOPMENT PLAN THE VISTAS AT SADDLEBACK PLANNED UNIT DEVELOPMENT

COVER SHEET
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 1 OF 9

LEGAL DESCRIPTION

THAT PORTION OF THE E 1/2 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SE CORNER OF SAID SECTION;

THENCE ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION S 89° 40' 59" W 341.38 FEET;
THENCE N 00° 19' 01" W 50.00 FEET;
THENCE N 43° 00' 00" W 753.00 FEET;
THENCE N 02° 00' 00' W 708.21 FEET;
THENCE S 88° 00' 00' W 179.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH PLATTE SUPPLY CANAL;
THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES;
THENCE N 46° 02' 09" E 344.20 FEET;
THENCE N 28° 05' 09" E 148.30 FEET;
THENCE N 05° 23' 09" E 123.20 FEET;
THENCE N 39° 45' 51" W 179.60 FEET;
THENCE N 28° 45' 51" W 48.90 FEET;
THENCE N 61° 14' 09" E 5.00 FEET;
THENCE N 28° 45' 51" W 319.50 FEET;
THENCE N 48° 14' 09" E 635.50 FEET;
THENCE S 41° 55' 51" E 30.00 FEET;
THENCE N 48° 14' 09" E 570.66 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE S 01° 51' 36" E 3038.83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOTAL ACREAGE: 47.49 ACRES, MORE OR LESS.

OWNER/CLIENT/APPLICANT CONTACT

VISTAS AT SADDLEBACK, LLC
ATTN: REX BRANDT
2898 NORTH SPEER BOULEVARD, UNIT 401
DENVER, CO 80211
OFFICE PHONE: (303) 667-8684
EMAIL: REXBRANDT@COMCAST.NET

PLANNER/ARCHITECT

LAI DESIGN GROUP
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ENGLEWOOD, CO 80112
OFFICE PHONE: (303) 734-1777
EMAIL: NSTOTTLER@LAIDESIGNGROUP.COM

ENGINEER

TJB CONSULTING GROUP, LLC
ATTN: TODD BORGER
PO BOX 1348
LONGMONT, CO 80502
OFFICE PHONE: (303) 517-7116
EMAIL: TODDB@TJBCONSULTING.COM

SHEET INDEX

- | | |
|-----|--------------------------|
| 1 | COVER SHEET |
| 2-3 | NARRATIVE |
| 4-6 | EXISTING CONDITIONS MAP |
| 7-9 | OUTLINE DEVELOPMENT PLAN |

ACCEPTANCE BLOCK

BY SIGNING THIS ODP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL OF THE REQUIREMENTS AND INTENTS SET FORTH HEREIN.

OWNER

STATE OF COLORADO)
COUNTY OF WELD)SS

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

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

APPROVAL BLOCK

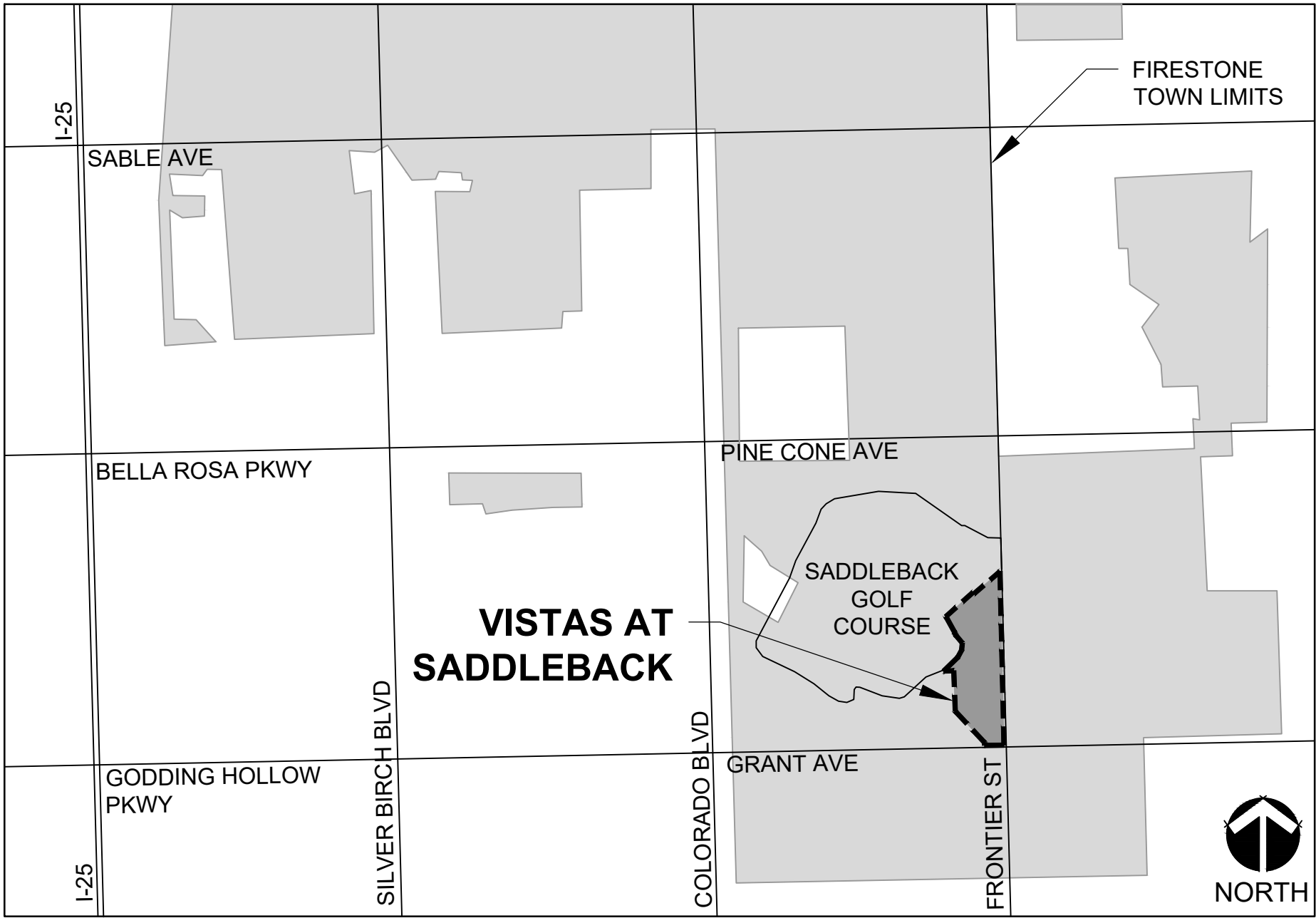
APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO
THIS ____ DAY OF _____, 20____, BY ORDINANCE NO. _____.

MAYOR

ATTEST: TOWN CLERK

VICINITY MAP

SCALE: 1" = 2,400'



THE VISTAS AT SADDLEBACK COVER SHEET	
NAME OF APPLICATION:	THE VISTAS AT SADDLEBACK
TYPE OF SUBMITTAL:	OUTLINE DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	FEBRUARY 25, 2019
REVISION DATE:	SEPTEMBER 9, 2019
SHEET <u>1</u> OF <u>9</u>	



ARCHITECT / PLANNER



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Landscape Architecture | Visual Media
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OWNER/CLIENT

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THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN
FIRESTONE, COLORADO
COVER SHEET

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181043
DRAWN BY: LR/NS
CHECKED BY: NS/KP

ISSUE RECORD

TEXT	DATE
ODP Submittal	02/25/19
1st Resubmittal	06/13/19
2nd Resub. (admin)	09/09/19

SHEET TITLE

COVER
SHEET

1 OF 9

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OUTLINE DEVELOPMENT PLAN THE VISTAS AT SADDLEBACK PLANNED UNIT DEVELOPMENT

NARRATIVE
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 2 OF 9

NARRATIVE

A. Project Concept

The Vistas at Saddleback is a 47.49 acre project requesting a PUD zoning to create a mixed-use community designed for, but not limited to, an active adult lifestyle. With a continuum of care component anchored by an assisted living and memory care campus, The Vistas aims primarily to serve those in the market who may have the responsibility of caring, themselves, for aged parents. The Vistas is a community that active adults can enjoy knowing that there is a proximate place for their aging parents if the care for those parents becomes their responsibility. The Vistas, however, will also seek to offer some housing product at a price that is likely to attract first time home buyers and couples starting families as well.

The Vistas at Saddleback is being proposed as a PUD to provide a range of housing types, as well as assisted living/multifamily and office/commercial uses, within the same neighborhood. This will allow the development to proceed with a cohesive design vocabulary and system of building setbacks and standards not currently permitted by conventional zoning types within current town standards. Housing products may include, but will not be limited to, patio homes, paired/duplex homes, and townhomes. Based on the eventual distribution of these products, density for the project is likely to fall in the range of 8-10 D.U./ac, but may range slightly lower or higher, with a minimum of 5 D.U./ac and a maximum of 14 D.U./ac.

The site is currently zoned R-1, per the Town of Firestone Zoning Map dated January 2018. The Vistas at Saddleback proposes a PUD zoning for the site, with two zone districts: Residential-B and Regional Commercial (reference sheets 8 and 9 for these zone districts. All permitted uses listed in the Town Development Regulations shall be allowed in each of those zone districts, with the addition of Assisted Living and Memory Care and Senior Housing facilities in the Regional Commercial zone district.

The Vistas is a relatively small development; therefore, The Vistas will utilize Saddleback Golf Course as the community's primary amenity, and the design of the community will be built around providing access to it. Additionally, the plan will integrate interior trails and some small pocket parks, potentially including a dog park, xeriscape gardens, and a bocce ball court. To reduce water usage, the Vistas at Saddleback proposes townhome and paired home products. These products are planned to be of a zero lot line design, with no outside water spickets and with yards and public open spaces professionally xeriscaped and irrigated by a non-potable water system under the control of the Metro District to maximize our most valuable resource, water.

This PUD will be designed to meet all the goals of the Town's PUD district as stated in the Town of Firestone Development Regulations.

B. Regional Impacts

The subject property is currently undeveloped and located within the Town of Firestone Municipal Limits at the intersection of Frontier and Grant streets (both arterial streets). The site is bordered to the east by the future Frontier Street right-of-way, to the south by the Grant Avenue right-of-way, to the north and northwest by the Coal Ridge Ditch, and to the west and southwest by an adjacent agricultural property. Adjacent land uses are primarily agricultural, occurring to the west, south, and east, along with the Saddleback Golf Course, occurring across the Coal Ridge Ditch to the north and northwest. It is not expected that the development of this site will cause any disturbance to adjacent land uses.

The Firestone Trail runs north-south along the east side of Colorado Boulevard/Weld County Road 13, approximately one mile west of the site. With the development of Grant Avenue, a trail connection could be made from the site to the Firestone Trail in the future, providing a regional recreational amenity for the future residents of the development.

The Town of Firestone Master Plan designates two land uses for the project site: Residential High Density and Commercial. The commercial portion is located at the southern end of the site, in the northwest corner of the intersection of Frontier Street and Grant Avenue. The plan for The Vistas at Saddleback complies with the Firestone Master Plan by placing commercial uses in the designated area, and by proposing a higher density for the residential portion of the site.

C. Environmental Information

A General Ecological Resources Survey of the site was completed by Western Environment and Ecology, Inc., on June 20th, 2018. The survey examined the site for existing wetlands and potential threatened or endangered species, as well as performing a general ecological inventory. This study resulted in a determination that no existing wetlands occur on the site, an assessment with which the U.S. Army Corps of Engineers concurred in a Jurisdictional Determination dated August 9, 2018.

The study further determined that the site is home to a colony of black-tailed prairie dogs and recommends that they be humanely removed or relocated. Due to the Prairie Dog colony, the site may also provide seasonal habitat for Burrowing Owls and Mountain Plovers. It is recommended that surveys be performed prior to construction between March 1st and November 1st to determine if Burrowing Owls and Mountain Plovers are present.

A Phase 1 Environmental Site Assessment of the site was completed by Western Environment and Ecology, Inc., on June 14th, 2018. The only potential Recognized Environmental Conditions on site concerned an abandoned oil and gas well on site.

This well, API# 05-123-19746, was plugged and abandoned on 8/16/2017, with the well bore cemented to a depth of 1070 feet. Soil sampling beneath the oil storage and produced water tanks indicated no contamination above COGCC standards.

Well operator has confirmed that the flowline was removed on 10/03/2017. Correspondence confirming removal of flowline has been included with this submittal. Additionally, the well will be excavated and surveyed at the time of FP/FDP.

D. Utilities

Water: Town of Firestone
Sewer: St. Vrain Sanitation District
Gas: Black Hills Energy
Electric: United Power
Telephone: CenturyLink
Cable: Comcast/Xfinity

E. Service Requirements

Police Protection: Firestone Police Department
Fire Protection: Frederick Firestone Area Fire Protection District
Schools: St. Vrain Valley School District No. RE1J
Recreation: Carbon Valley Park and Recreation District (Petition for Inclusion has been submitted)

F. Grading Concept

The elevation of the property ranges between 4,972 feet and 5,000 feet above sea level. The site is generally flat, with a slight downward slope from south to north.

Over lot grading of the site during development will strive to generally follow the natural contours of the site. An agreement has been reached between the Saddleback Golf Course and The Vistas development to utilize their pond on the northwest side of the Coal Ridge Ditch (South Platte Canal) for off-site storage of storm water drainage/detention.

The New Coal Ridge Ditch, which is adjacent to the northwest side of the property but does not lie within it, will not be affected by on-site grading. No water flow from the site will be directed into the ditch. Fencing along property lines shared with The New Coal Ridge Ditch will be designed at the time of Preliminary Plat. This fencing plan will be provided in order to minimize the risks inherent to the proximity of the open ditch conditions.

THE VISTAS AT SADDLEBACK NARRATIVE	
NAME OF APPLICATION:	THE VISTAS AT SADDLEBACK
TYPE OF SUBMITTAL:	OUTLINE DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	FEBRUARY 25, 2019
REVISION DATE:	SEPTEMBER 9, 2019
SHEET <u>2</u> OF <u>9</u>	



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OWNER/CLIENT

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DENVER, CO 80211
OFFICE PHONE: (303) 667-8684

THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN
FIRESTONE, COLORADO
NARRATIVE

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181043
DRAWN BY: LR/NS
CHECKED BY: NS/KP

ISSUE RECORD

TEXT	DATE
ODP Submittal	02/25/19
1st Resubmittal	06/13/19
2nd Resub. (admin)	09/09/19

SHEET TITLE

NARRATIVE

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OUTLINE DEVELOPMENT PLAN
THE VISTAS AT SADDLEBACK
PLANNED UNIT DEVELOPMENT

NARRATIVE (CONT.)
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 3 OF 9

NARRATIVE (CONT.)

G. Park Development

As stated in the project concept, the main amenity for The Vistas will be the Saddleback Golf Course. The Vistas will provide connectivity throughout the development to maximize access to the golf course, and the design of the community is such that views over the golf course and onto the Rocky Mountains are maximized.

In terms of on-site amenities, the project will provide one or two small pocket parks as well as interior trails for the use of its residents and visitors. Amenities in these parks may potentially include, but are not limited to, an enclosed dog park, xeriscape gardens, seating, picnic shelter, bocce ball court, and concrete trails.

Additionally, each Paired Home and Town Home will be fronting on community open space in the form of shared courtyards. These courtyards will be formally landscaped with a native and xeric planting scheme to reduce water consumption and will include concrete walks through the Town Home and Paired Home tracts leading to each home.

Overall open space will be provided and designed according to the Town of Firestone Development Regulations, including a 10% minimum public land dedication. Location and configuration of public lands to be determined at Preliminary Plat/Preliminary Development Plan.

H. Building Height

All residential buildings within the subject property shall not exceed 35 feet in height.
All Assisted Living/Senior Housing and Commercial buildings shall not exceed 45 feet in height.

I. Circulation Systems

Primary transportation access to the site will be provided via the future Frontier Street ROW (to be dedicated at FP/FDP) and Grant Street. Internal streets will consist of public rights-of-way and private access drives for rear-loaded Paired Homes and Town Homes. All internal public rights-of-way will be designed as either residential streets or residential streets with medians, per the Town of Firestone Development Regulations and sheet 10 of this ODP.

J. Development Schedule

This project will be phased as product demand determines during development. Development is expected to occur over a 10-year period. This ODP will expire 10 years from date of recordation.

L. Private Maintenance and Enforcement

Design guidelines and covenants will be developed for The Vistas at Saddleback that will govern the use, maintenance, and continued protection of the PUD and any of its parks, open spaces, or common areas, as well as enforcing the water reduction requirements as outlined in the Potable Water Requirement Reduction Guidelines named above.

LAND USE SUMMARY

PLANNING AREA	EX. ZONE	PROP. PUD LAND USE CATEGORY	AREA	DENSITY RANGE	MIN. UNITS	MAX. UNITS
PL. AREA 1	RESIDENTIAL-1	RESIDENTIAL-B	38.88 AC	5 DU/AC - 14 DU/AC	155	432
PL. AREA 2	RESIDENTIAL-1	REGIONAL COMMERCIAL	8.61 AC	N/A	N/A	N/A
TOTAL:			47.49 AC			

THE VISTAS AT SADDLEBACK NARRATIVE (CONT.)	
NAME OF APPLICATION:	THE VISTAS AT SADDLEBACK
TYPE OF SUBMITTAL:	OUTLINE DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	FEBRUARY 25, 2019
REVISION DATE:	SEPTEMBER 9, 2019
SHEET <u>3</u> OF <u>9</u>	



ARCHITECT / PLANNER



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OWNER/CLIENT

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DENVER, CO 80211
OFFICE PHONE: (303) 667-8684

THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN
FIRESTONE, COLORADO
NARRATIVE (CONT.)

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181043
DRAWN BY: LR/NS
CHECKED BY: NS/KP

ISSUE RECORD

TEXT	DATE
ODP Submittal	02/25/19
1st Resubmittal	06/13/19
2nd Resub. (admin)	09/09/19

SHEET TITLE

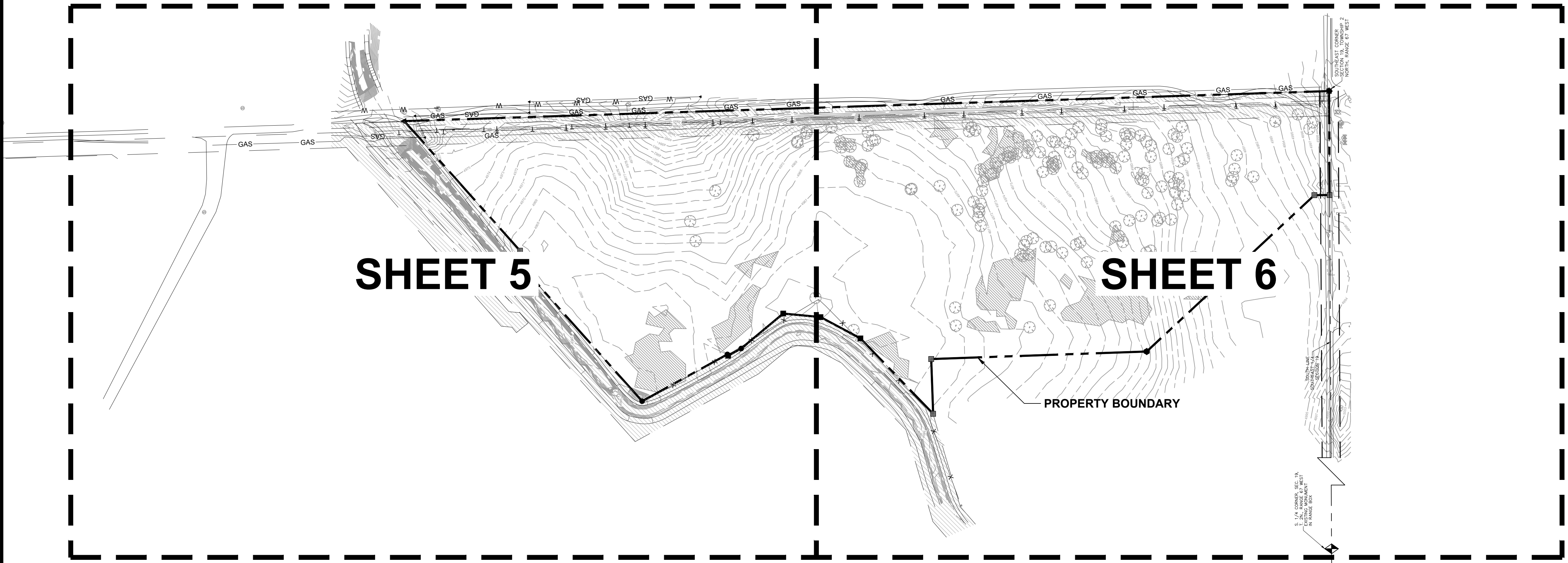
NARRATIVE
(CONT.)

3 OF 9

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OUTLINE DEVELOPMENT PLAN
THE VISTAS AT SADDLEBACK
PLANNED UNIT DEVELOPMENT

OVERALL EXISTING CONDITIONS PLAN
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 4 OF 9

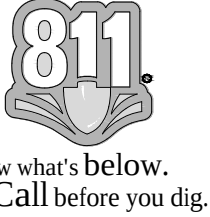
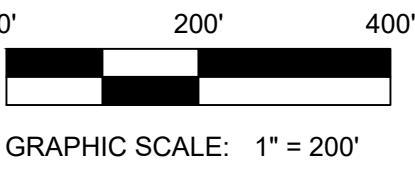


LEGEND

- PROPERTY BOUNDARY
- - - EXISTING CONTOURS (1' INTERVAL)
- GAS — EXISTING GAS
- W — EXISTING WATER
- T — EXISTING TELEPHONE LINE
- X — EXISTING FENCE
- EXISTING EASEMENT
- EXISTING SCRUB VEGETATION
- EXISTING TREES
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- EXISTING ALUMINUM CAP, P.L.S. 24305
- EXISTING ALUMINUM CAP, ILLEGIBLE

THE VISTAS AT SADDLEBACK OVERALL EXISTING CONDITIONS PLAN	
NAME OF APPLICATION:	THE VISTAS AT SADDLEBACK
TYPE OF SUBMITTAL:	OUTLINE DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	FEBRUARY 25, 2019
REVISION DATE:	SEPTEMBER 9, 2019

SHEET 4 OF 9



ARCHITECT / PLANNER

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THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN
FIRESTONE, COLORADO

OVERALL EXISTING CONDITIONS PLAN

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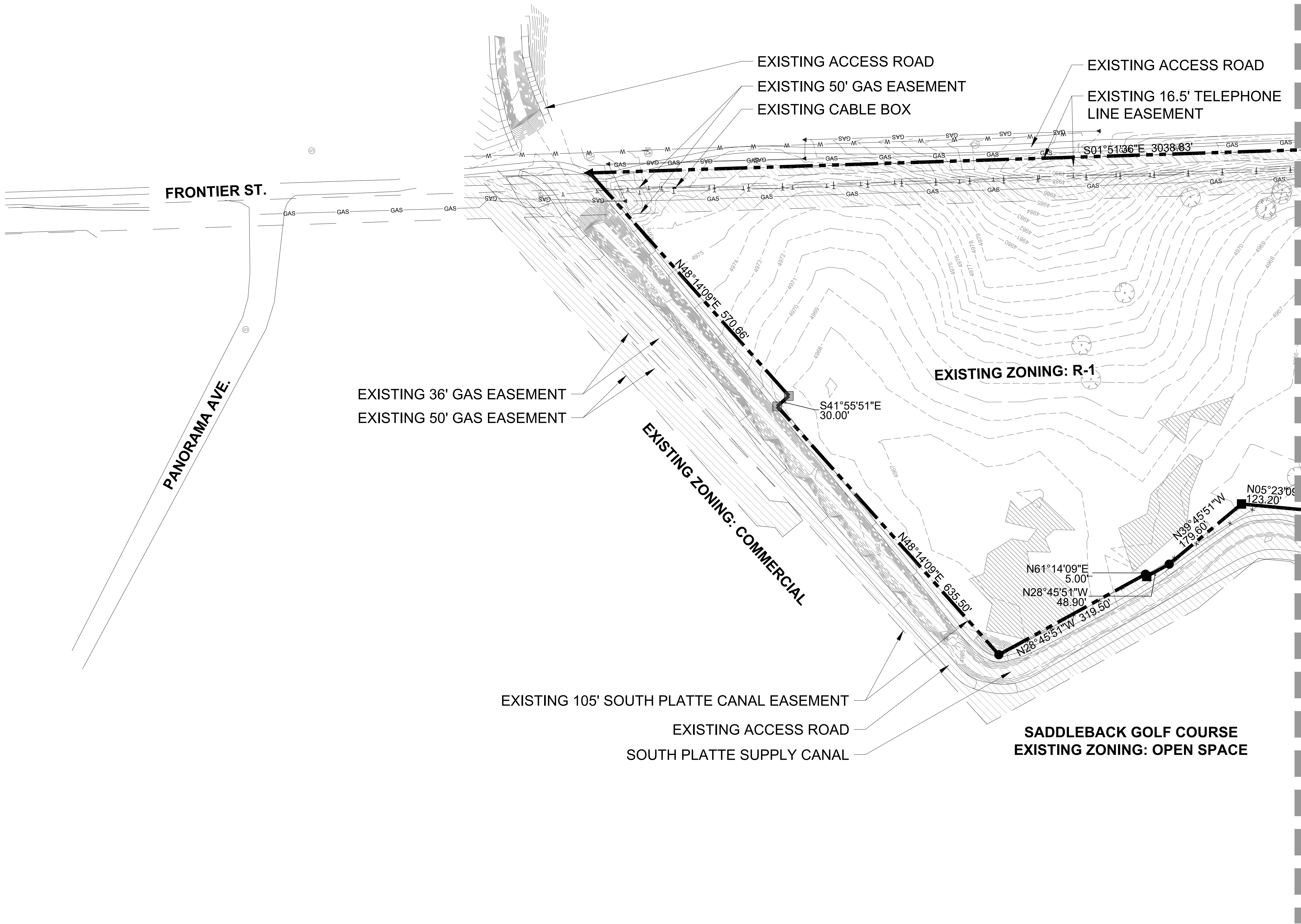
OVERALL
EXIST. COND.
PLAN

4 OF 9

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OUTLINE DEVELOPMENT PLAN
THE VISTAS AT SADDLEBACK
PLANNED UNIT DEVELOPMENT

EXISTING CONDITIONS MAP
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 5 OF 9



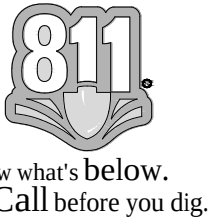
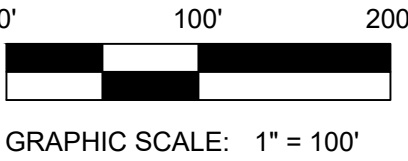
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MATCHLINE - REF. SHEET 6

THE VISTAS AT SADDLEBACK EXISTING CONDITIONS PLAN	
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PHASE NUMBER:	
PREPARATION DATE:	FEBRUARY 25, 2019
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SHEET 5 OF 9



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THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN
FIRESTONE, COLORADO
EXISTING CONDITIONS MAP

PROFESSIONAL STAMP

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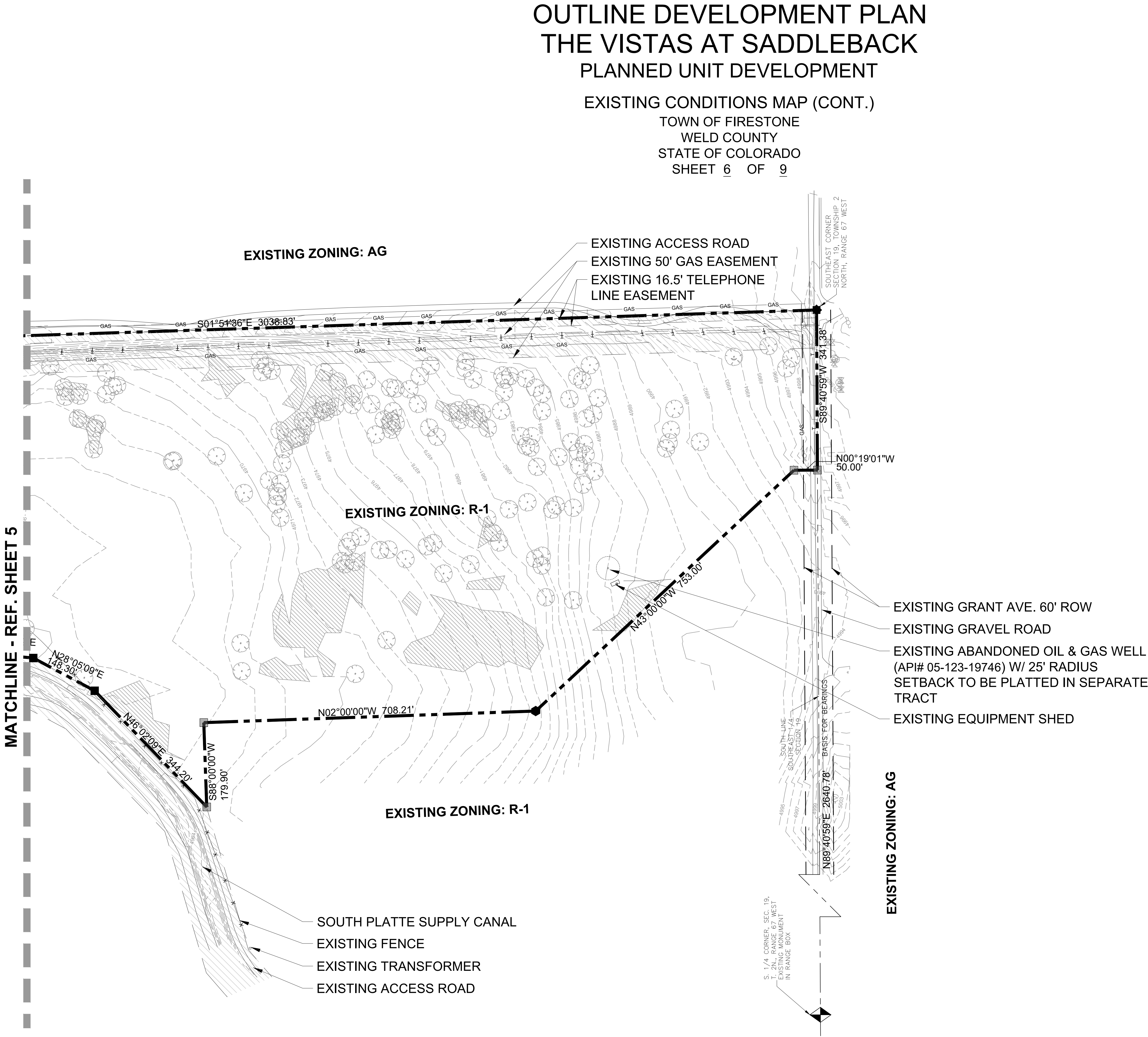
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SHEET TITLE

EXISTING
CONDITIONS
PLAN
5 OF 9

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THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN
FIRESTONE, COLORADO
EXISTING CONDITIONS PLAN (CONT.)

PROFESSIONAL STAMP

PROJECT INFORMATION	
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SHEET TITLE

EXISTING
CONDITIONS
PLAN (CONT.)
6 OF 9

THE VISTAS AT SADDLEBACK EXISTING CONDITIONS PLAN (CONT.)	
NAME OF APPLICATION:	THE VISTAS AT SADDLEBACK
TYPE OF SUBMITTAL:	OUTLINE DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	FEBRUARY 25, 2019
REVISION DATE:	SEPTEMBER 9, 2019

SHEET 6 OF 9

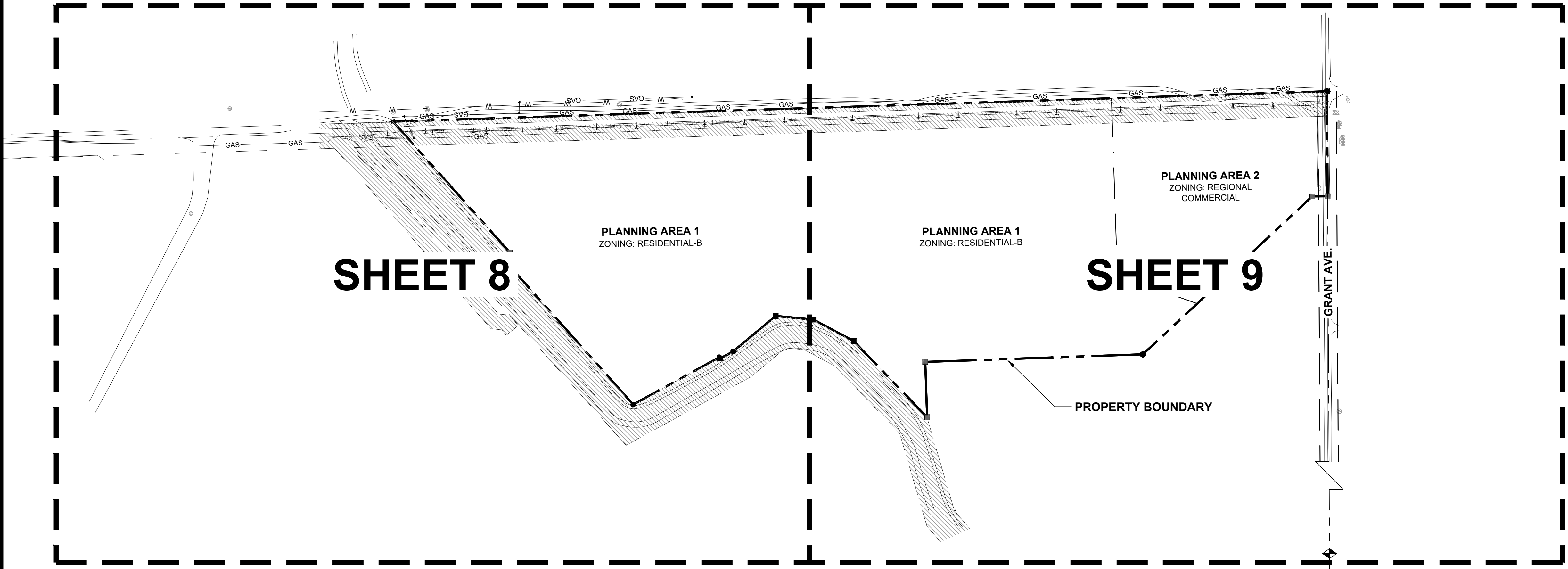
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OUTLINE DEVELOPMENT PLAN
THE VISTAS AT SADDLEBACK
PLANNED UNIT DEVELOPMENT

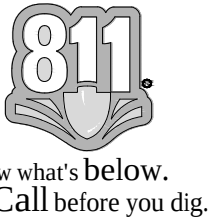
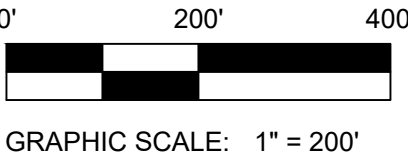
OVERALL ODP MAP
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 7 OF 9

LEGEND

- PROPERTY BOUNDARY
--- GAS
--- W
--- T
EXISTING GAS
EXISTING WATER
EXISTING TELEPHONE LINE
EXISTING EASEMENT
EXISTING REBAR & ALUMINUM CAP, P.L.S. 22576
EXISTING REBAR & CAP, P.L.S. 19606
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THE VISTAS AT SADDLEBACK OVERALL ODP MAP	
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SHEET 7 OF 9	



ARCHITECT / PLANNER



OWNER/CLIENT

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PROFESSIONAL STAMP

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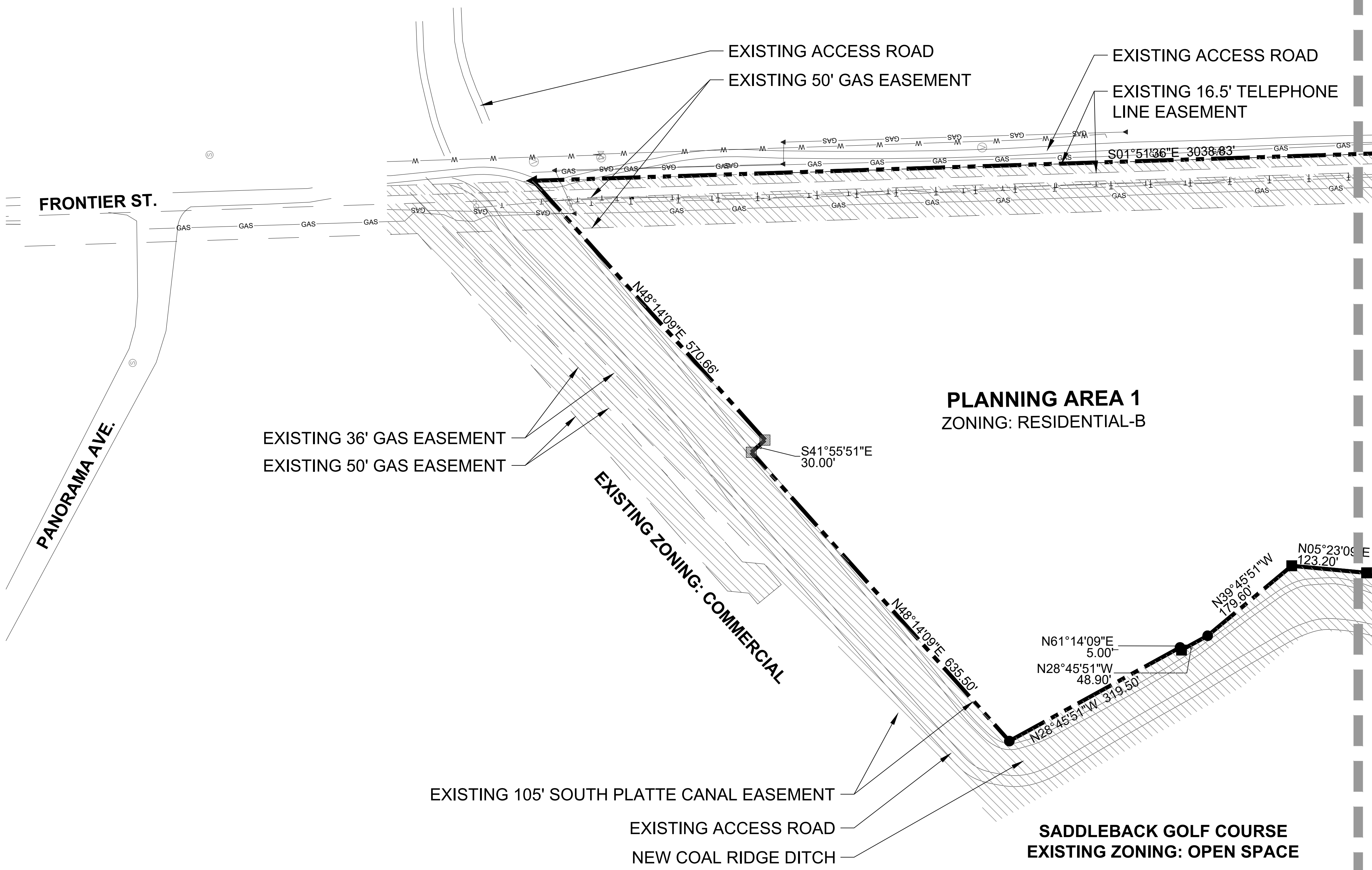
OVERALL
ODP MAP

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OUTLINE DEVELOPMENT PLAN
THE VISTAS AT SADDLEBACK
PLANNED UNIT DEVELOPMENT

OUTLINE DEVELOPMENT PLAN
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 8 OF 9



LEGEND

- PROPERTY BOUNDARY
- GAS EXISTING GAS
- W EXISTING WATER
- T EXISTING TELEPHONE LINE
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- EXISTING REBAR & ALUMINUM CAP, P.L.S. 22576
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LAND USE SUMMARY

PLANNING AREA	EX. ZONE	PROP. PUD LAND USE CATEGORY	AREA	DENSITY RANGE	MIN. UNITS	MAX. UNITS
PL. AREA 1	RESIDENTIAL-1	RESIDENTIAL-B	38.88 AC	5 DU/AC - 14 DU/AC	155	432
PL. AREA 2	RESIDENTIAL-1	REGIONAL COMMERCIAL	8.61 AC	N/A	N/A	N/A
TOTAL:			47.49 AC			

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR PLANNING AREA 1 - ZONING AREA "RESIDENTIAL-B"

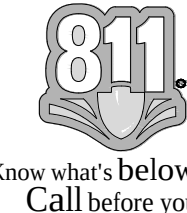
THAT PORTION OF THE EAST HALF OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION WHENCE THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION BEARS SOUTH 89°40'59" WEST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION NORTH 01°51'36" WEST 701.32 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 88°05'19" WEST 576.89 FEET; THENCE SOUTH 19°17'02" WEST 275.25 FEET; THENCE NORTH 42°59'54" WEST 241.89 FEET; THENCE NORTH 02°00'00" WEST 708.21 FEET; THENCE SOUTH 88°00'00" WEST 179.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH PLATTE SUPPLY CANAL; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES; NORTH 46°02'09" EAST 344.20 FEET;
THENCE NORTH 28°05'09" EAST 148.30 FEET; THENCE NORTH 05°23'09" EAST 123.20 FEET; THENCE NORTH 39°45'51" WEST 179.60 FEET; THENCE NORTH 28°45'51" WEST 48.90 FEET; THENCE NORTH 61°14'09" EAST 5.00 FEET; THENCE NORTH 28°45'51" WEST 319.50 FEET; THENCE NORTH 48°14'09" EAST 635.50 FEET; THENCE SOUTH 41°55'51" EAST OF 30.00 FEET; THENCE NORTH 48°14'09" EAST 570.66 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE SOUTH 01°51'36" EAST 2337.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 38.876 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR PLANNING AREA 2 - ZONING AREA "REGIONAL COMMERCIAL"

THAT PORTION OF THE EAST HALF OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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THE VISTAS AT SADDLEBACK OUTLINE DEVELOPMENT PLAN	
NAME OF APPLICATION:	THE VISTAS AT SADDLEBACK
TYPE OF SUBMITTAL:	OUTLINE DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	FEBRUARY 25, 2019
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SHEET 8 OF 9



ARCHITECT / PLANNER



OWNER/CLIENT

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THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN
FIRESTONE, COLORADO
OUTLINE DEVELOPMENT PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181043
DRAWN BY: LR/NS
CHECKED BY: NS/KP

ISSUE RECORD

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SHEET TITLE

OUTLINE DEVELOPMENT PLAN
8 OF 9

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MATCHLINE - REF. SHEET 8

OUTLINE DEVELOPMENT PLAN THE VISTAS AT SADDLEBACK PLANNED UNIT DEVELOPMENT

OUTLINE DEVELOPMENT PLAN (CONT.)
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 9 OF 9

LEGEND

- PROPERTY BOUNDARY
- GAS EXISTING GAS
- W EXISTING WATER
- T EXISTING TELEPHONE LINE
- EXISTING EASEMENT
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THE VISTAS AT SADDLEBACK OUTLINE DEVELOPMENT PLAN (CONT.)	
NAME OF APPLICATION:	THE VISTAS AT SADDLEBACK
TYPE OF SUBMITTAL:	OUTLINE DEVELOPMENT PLAN
FILING NUMBER:	
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SHEET 9 OF 9	



ARCHITECT / PLANNER



OWNER/CLIENT

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THE VISTAS AT SADDLEBACK
OUTLINE DEVELOPMENT PLAN

FIRESTONE, COLORADO

OUTLINE DEVELOPMENT PLAN (CONT.)

PROFESSIONAL STAMP

PROJECT INFORMATION

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SHEET TITLE

OUTLINE
DEVELOPMENT
PLAN (CONT.)

9 OF 9

NOTE:
1) ACCESS TO TRACT SHALL BE PROVIDED THROUGH PLANNING AREA 5.

ORDINANCE NO. 960

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, KNOWN AS THE VISTAS AT SADDLEBACK, FROM RESIDENTIAL-1 TO PUD-RESIDENTIAL-B AND PUD-REGIONAL COMMERCIAL; AND APPROVING AN APPLICATION FOR OUTLINE DEVELOPMENT PLAN FOR THE VISTAS AT SADDLEBACK PLANNED UNIT DEVELOPMENT

WHEREAS, Vistas at Saddleback, LLC (the “Applicant”) has submitted an application for zoning certain land fully described and depicted on Exhibit A, and to approve a proposed Outline Development Plan (“ODP”), entitled The Vistas at Saddleback Planned Unit Development, to allow for residential and commercial development (collectively, the “Application”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Application held on September 19, 2019, rendered a decision recommending approval of the Application to the Board of Trustees, subject to two conditions of approval as more fully set forth in the resolution PC-19-12, dated September 19, 2019; and

WHEREAS, on October 9, 2019, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after reviewing the record of the Planning and Zoning Commission public hearing, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Application is complete, that the Applicant has met the requirements and standards set forth in Sections 17.22.030 and 17.44.060 of the Firestone Municipal Code, and Section 6.6 of the Firestone Development Regulations.

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

Section 1. The land described and depicted on Exhibit A, shall be zoned Town of Firestone PUD-Residential-B and PUD-Regional Commercial Zoning District.

Section 2. The Outline Development Plan for The Vistas at Saddleback Planned Unit Development is hereby approved, conditioned upon satisfaction of the following conditions set forth in Exhibit B attached hereto and incorporated herein by this reference.

Section 3. Upon timely compliance with all conditions in Section 2 above, the Board of Trustees certifies a change in the Zoning Map zoning the property described herein to Town of Firestone PUD-Residential-B and PUD-Regional Commercial Zoning District.

Section 4. The Board of Trustees directs that a certified copy of this Ordinance be filed

with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance available to the public.

Section 5. If the conditions set forth in Section 2 above are not timely fulfilled within 120 days of the approval date, this ordinance shall be void and of no further effect.

Section 6. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ____ day of October, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Legal Description

THAT PORTION OF THE E 1/2 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SE CORNER OF SAID SECTION;

THENCE ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION S 89° 40' 59" W 341.38 FEET;
THENCE N 00° 19' 01" W 50.00 FEET;
THENCE N 43° 00' 00" W 753.00 FEET;
THENCE N 02° 00' 00" W 708.21 FEET;
THENCE S 88° 00' 00" W 179.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH PLATTE SUPPLY CANAL;
THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES;
THENCE N 46° 02' 09" E 344.20 FEET;
THENCE N 28° 05' 09" E 148.30 FEET;
THENCE N 05° 23' 09" E 123.20 FEET;
THENCE N 39° 45' 51" W 179.60 FEET;
THENCE N 28° 45' 51" W 48.90 FEET;
THENCE N 61° 14' 09" E 5.00 FEET;
THENCE N 28° 45' 51" W 319.50 FEET;
THENCE N 48° 14' 09" E 635.50 FEET;
THENCE S 41° 55' 51" E 30.00 FEET;
THENCE N 48° 14' 09" E 570.66 FEET TO THE EAST LINE OF SAID SECTION;
THENCE ALONG SAID EAST LINE S 01° 51' 36" E 3038.83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOTAL ACREAGE: 47.49 ACRES, MORE OR LESS.

EXHIBIT B
Outline Development Plan
The Vistas at Saddleback Planned Unit Development
Conditions of Approval

General

1. Provide an updated title commitment showing Vistas at Saddleback, LLC as owner when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Technical corrections to the Outline Development Plan for The Vistas at Saddleback Planned Unit Development shall be made to the Town's satisfaction.

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, September 19, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request by Vistas at Saddleback LLC for a proposed Outline Development Plan for The Vistas at Saddleback.

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, October 9, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request by Vistas at Saddleback LLC for a proposed Outline Development Plan for The Vistas at Saddleback.

The location of the proposed Outline Development Plan is the northwest corner of Grant Avenue and Frontier Street. The legal description for the proposed Outline 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)

THAT PORTION OF THE E 1/2 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SE CORNER OF SAID SECTION;

THENCE ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION S 89° 40' 59" W 341.38 FEET;

THENCE N 00° 19' 01" W 50.00 FEET;

THENCE N 43° 00' 00" W 753.00 FEET;

THENCE N 02° 00' 00" W 708.21 FEET;

THENCE S 88° 00' 00" W 179.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH PLATTE SUPPLY CANAL;

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES;

THENCE N 46° 02' 09" E 344.20 FEET;

THENCE N 28° 05' 09" E 148.30 FEET;

THENCE N 05° 23' 09" E 123.20 FEET;

THENCE N 39° 45' 51" W 179.60 FEET;

THENCE N 28° 45' 51" W 48.90 FEET;

THENCE N 61° 14' 09" E 5.00 FEET;

THENCE N 28° 45' 51" W 319.50 FEET;

THENCE N 48° 14' 09" E 635.50 FEET;

THENCE S 41° 55' 51" E 30.00 FEET;

THENCE N 48° 14' 09" E 570.66 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE S 01° 51' 36" E 3038.83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOTAL ACREAGE: 47.49 ACRES, MORE OR LESS.

Please publish in the Times-Call on Tuesday, September 3, 2019.

Please send the affidavit of publication and billing to:

Town Clerk

Town of Firestone

PO Box 100

Firestone, CO 80520-0100

RESOLUTION NO. 19-87

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND FIRESTONE RAILS, LLC FOR A POTABLE
WATERLINE EASEMENT**

WHEREAS, on July 10, 2019, the Board of Trustees of the Town of Firestone (“Town”), by Ordinance No. 954, determined and declared that acquiring certain property rights from the owners thereof—namely, a non-exclusive, perpetual easement (the “Easement”)—was necessary and required to operate and maintain a water pipeline for the conveyance of potable water, as part of the Town’s municipal water supply system; and

WHEREAS, Ordinance No. 954 authorized the acquisition by eminent domain of the Easement, as well as the Town Manager to negotiate with the fee simple owner of the Easement, Firestone Rails, LLC (“Owner”), to voluntarily acquire the Easement; and

WHEREAS, in accordance with Ordinance No. 954, the Town Manager has negotiated in good faith with Owner, and the Town Manager and Owner have reached an agreement as to the total compensation to be paid to Owner for the Easement, including any damages, interest, costs and attorney’s fees, along with the terms and conditions of the Easement, as contained in the Waterline Easement and Agreement, attached hereto as Exhibit A; and

WHEREAS, because the acquisition of the Easement is required to provide, operate and maintain the waterline in a timely manner, the Town desires to ratify the agreement negotiated by the Town Manager for the acquisition of the Easement.

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 and authorizes the agreement negotiated by the Town Manager for the acquisition of a non-exclusive, perpetual easement from Firestone Rails, LLC, for the purchase price of \$28, 764.00.

Section 2. The Waterline Easement and Agreement between the Town of Firestone and Firestone Rails, LLC is approved in substantially the same form as the copy attached hereto as Exhibit A and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town and to sign any and all document necessary to complete the transaction on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

WATERLINE EASEMENT

THIS WATERLINE EASEMENT AND AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019 (the "Effective Date"), by and between **FIRESTONE RAILS, LLC**, a Colorado limited liability company, whose address is _____, ("Grantor"), and **THE TOWN OF FIRESTONE, COLORADO**, a municipal corporation, whose mailing address, for purposes of this Agreement, is 151 Grant Ave., Firestone, Colorado 80520 ("Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, as legally described in **Exhibit A** (the "Property").
2. Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TWENTY EIGHT THOUSAND, SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$28,764.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive, permanent easement (the "Permanent Easement") on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the "Easement Area"), subject to the conditions and restrictions set forth below.
3. Purpose and Uses of Permanent Easement. Grantee may use the Permanent Easement: (a) to construct, install, access, operate, maintain, repair, replace, inspect and remove at any time and from time to time an approximately 12" diameter underground pipeline and other underground appurtenant structures and facilities, including without limitation, valves, valve boxes, fittings, and thrust restraint (the "Improvements"), for the conveyance and distribution of potable water upon, across, over, under, through and within the Easement Area; (b) to replace and remove at any time and from time to time the Improvements constructed hereunder either in the original location or at any alternate locations within the Easement Area, generally consistent with the intended purposes of the Permanent Easement; and (c) to mark the location of the Easement Area and the Improvements by suitable markers set and maintained in the ground.
4. Grantor's Rights in Permanent Easement Area. Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Easement Area, or otherwise change the ground level in the Easement Area. Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, or install or plant any trees or woody shrubs within the Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee's exercise of the rights granted herein. Grantor reserves all other rights, including the right to use the Easement Area for vehicular and pedestrian access, including low maintenance landscaping and soft surface and/or concrete trails,

as well as the right to cross the Easement Area with other utilities or other easements;; provided, however, that any such utility crossings, access or other easements do not interfere with, adversely impact or otherwise disturb the Improvements or impair the rights granted to Grantee under this Easement, and provided that any new underground utilities, facilities or other improvements are not installed or located within twenty-four inches above (vertically) and ten feet on either side of (horizontally) the centerline of the underground water pipeline (the "No-Install Zone"), or that construction or installation of any new underground utilities, facilities or other improvements do not require relocation of or future modifications to any existing Improvements. Grantee shall in no event be liable for any damages to any landscaping, trails, new underground or aboveground utilities, facilities or other improvements installed or located within the No-Install Zone or the Easement Area resulting from the Improvements or caused by the exercise of Grantee's rights hereunder.

5. Maintenance of the Easement Area.

(A) Upon completing any work in the Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the surface of the Easement Area to a condition comparable to its condition prior to Grantee's activities in the Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other pre-existing improvements or conditions impacted by Grantee's activities.

(B) Except for the routine maintenance of the Improvements and in the event of an emergency, , as determined solely by Grantee, Grantee shall provide Grantor at least seven (7) days written notice of any activities that will impact the surface of the Easement Area, prior to beginning any such activities. For purposes of this Agreement, "routine maintenance" is defined as a small scale activity performed at regular intervals that does not impact the surface of the Easement Area and is necessary to keep the Improvements operational and in working order and an "emergency" is defined as a situation that necessitates immediate repairs to or maintenance of the Improvements to maintain or restore proper functioning of the Improvements, such as a water main break, or to prevent, mitigate or remedy injury to life, health, safety or property.

6. Depth of Cover. Unless a greater depth is required by applicable law, Grantee shall initially bury the underground waterline within the Easement Area at a minimum depth of four (4) feet below the surface of the ground.

7. Representations and Warranties of Grantor.

(A) Grantor hereby warrants and represents to Grantee that, to Grantor's actual knowledge as of the date of execution of this Agreement, Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Agreement.

(B) Grantor hereby warrants and represents to Grantee that the consideration paid for this Easement includes a full and final release, discharge and satisfaction, by Grantor and in favor of Grantee, its officers, employees, contractors and representatives, for all claims of compensation, damages, expenses, losses and injuries resulting from or related to: (a) the Grantee's acquisition of the desired Easement; (b) any alleged damages to other remainder property owned or claimed by Grantor outside the Easement Area; (c) the Grantee's construction and use of the waterline on the Property during Grantor's period of ownership; and (d) the Grantee's possession or use of the Easement Area or other remainder property owned or claimed by Grantor during Grantor's period of ownership. Grantor expressly releases, discharges and waives: a) any right of adjustment to the consideration paid by Grantee under C.R.S. § 38-1-114 or otherwise; b) interest under C.R.S. § 38-1-116 or otherwise; c) costs under C.R.S. § 38-1-121, C.R.S. § 13-16-101, et seq., C.R.C.P. 54(d) or otherwise; d) attorney fees under C.R.S. § 38-1-122, C.R.S. § 13-17-101 et seq. or otherwise; (e) all claims of compensation, damages, expenses, losses and injuries resulting from or related to 1) the Grantee's acquisition of the desired Easement; 2) any alleged damages to other remainder property owned or claimed by Grantor outside the Easement Area; 3) the Grantee's construction and use of the waterline on the Property during Grantor's period of ownership; and 4) the Grantee's possession or use of the Easement Area or other remainder property owned or claimed by Grantor during Grantor's period of ownership.

8. Binding Effect - Runs With Land. This Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Permanent Easement are intended to be covenants upon the Easement Property and are to run with the land.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Permanent Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

10. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Easement Area and the Improvements.

11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.

12. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

13. Authorized Signatories. Each individual signing this Agreement directly and expressly on behalf of an entity represents and warrants that he or she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is

indicated he or she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR:

**FIRESTONE RAILS, LLC, a Colorado
limited liability company**

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as one of the member-managers of Firestone Rails, LLC, owner of the subject Property.

Witness my hand and official seal.

My Commission expires:

Notary Public

ACCEPTED BY GRANTEE:

**THE TOWN OF FIRESTONE, COLORADO, a
Municipal Corporation**

Date: _____

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A

Description of The Property

A parcel of land situate in the S½ of Section 19 and the SW¼ of Section 20, T. 2N, R. 67W of the Sixth Principal Meridian, in the County of Weld, State of Colorado, bounded and described as follows:

Commencing at the southwest corner of said Section 20;

thence along the west line of said Section 20, North, a distance of 308.53 feet to the true point of beginning, said point being 50.0 feet southwesterly, measured at right angles, from the centerline of the abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence parallel with said centerline, S. 78 degrees 43 minutes E., a distance of 1207.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 1005.37 feet;

thence northeasterly along said curve, an arc distance of 1010.96 feet, through an angle of 57 degrees 36 minutes 52 seconds;

thence N. 46 degrees 19 minutes W., a distance of 100.0 feet to the beginning of a non-tangent curve, concave northwesterly, the center of which bears N. 46 degrees 19 minutes W., a distance of 905.37 feet;

thence southwesterly along said curve and parallel with and 50.0 feet northwesterly, measured radially from said centerline of abandoned spur track, an arc distance of 374.5 feet, through an angle of 23 degrees 42 minutes;

thence N. 22 degrees 37 minutes W., a distance of 32.5 feet to the beginning of a non-tangent curve, concave northerly, the center of which bears N. 22 degrees 37 minutes W., a distance of 872.87 feet;

thence westerly along said curve and parallel with and 82.5 feet northerly, measured radially, from said centerline of abandoned spur track, an arc distance of 318.04 feet, through an angle of 20 degrees 52 minutes 35 seconds;

thence N. 1 degree 44 minutes 25 seconds W., a distance of 15.0 feet to the beginning of a non-tangent curve, concave northerly, the center of which bears N. 1 degree 44 minutes 25 seconds W., a distance of 857.87 feet;

thence westerly along said curve and parallel with and 97.5 feet northerly, measured radially from said centerline of abandoned spur track, an arc distance of 195.0 feet, through an angle of 13 degrees 01 minutes 25 seconds;

thence parallel with said centerline of abandoned spur track, N. 78 degrees 43 minutes W., a distance of 30.0 feet;

thence S. 11 degrees 17 minutes W., a distance of 15.0 feet;

thence parallel with and 82.5 feet northeasterly, measured at right angles from said centerline of abandoned spur track, N. 78 degrees 43 minutes W., a distance of 90.0 feet;

thence S. 11 degrees 17 minutes W., a distance of 32.5 feet;

thence parallel with and 50.0 feet northeasterly, measured at right angles from said centerline of abandoned spur track, N. 78 degrees 43 minutes W., a distance of 1534.07 feet to the beginning of a non-tangent curve, concave southwesterly the center of which bears S. 32 degrees 51 minutes 14 seconds W., a distance of 839.49 feet, said point being 75.0 feet northeasterly, measured radially, from the centerline of the abandoned main track serving Grant Mine as originally constructed and operated;

thence westerly along said curve and parallel with said centerline of abandoned main track as originally constructed, an arc distance of 520.44 feet, through an angle of 35 degrees 31 minutes 14 seconds;

thence continuing parallel with said centerline of abandoned main track, as originally constructed, S. 87 degrees 20 minutes W., a distance of 3174.6 feet to the beginning of a tangent curve concave southeasterly, having a radius of 1014.7 feet;

thence southwesterly along said curve and parallel with said centerline of abandoned main track, an arc distance of 914.5 feet, through an angle of 51 degrees 38 minutes 16 seconds, to a point on the south line of said Section 19;

thence along the south line of Section 19, S. 89 degrees 32 minutes 51 seconds E., a distance of 191.9 feet to the beginning of a non-tangent curve, concave southeasterly, from said centerline of abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence parallel with said centerline of abandoned spur tracks, S. 78 degrees 43 minutes E., a distance of 268 feet, more or less, to the true point of beginning.

EXCEPTING THEREFROM that certain parcel of land conveyed by Union Pacific Land Resources Corporation to Franklin C. Zadel by Quitclaim Deed dated September 9, 1976, bounded and described as follows:

A parcel of land situate in the South Half of Section 19, Township 2 North, Range 67 West of the Sixth Principal Meridian, as described in Book 847, Page 13; Book 247, Page 198; and Book 406, Page 186, as filed in the office of the Clerk and Recorder, County of Weld, State of Colorado, bounded and more particularly described as follows:

Commencing at the southeast corner of said Section 19;

thence northerly along the east line of said Section 19, a distance of 308.53 feet, more or less, to the TRUE POINT OF BEGINNING, said point being 50.0 feet distant southwesterly, measured at right angles, from the centerline of the abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence northerly, continuing along said east line of Section 19, a distance of 101.95 feet, more or less, to a point that is 50.0 feet distant northeasterly, measured at right angles, from said centerline of the abandoned spur track;

thence parallel with said centerline, North 78 degrees 43 minutes West, a distance of 427.00 feet, more or less, to a point that is 75.0 feet distant northeasterly, measured radially, from the centerline of the abandoned main track serving Grant Mine as originally constructed and operated, said point also being the beginning of a non-tangent curve, concave southwesterly, the center of the circle of which the arc is a part bears South 32 degrees 51 minutes 14 seconds West, a distance of 839.49 feet;

thence westerly along said curve and concentric with said centerline of the abandoned main track, through a central angle of 35 degrees 31 minutes 14 seconds, an arc distance of 520.44 feet;

thence parallel with said centerline, South 87 degrees 20 minutes West, a distance of 3174.60 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1014.70 feet;

thence southwesterly along said curve and concentric with said centerline, through a central angle of 51 degrees 38 minutes 16 seconds, an arc distance of 914.50 feet, more or less, to a point on the south line of said Section 19;

thence easterly along said south line of Section 19, a distance of 191.9 feet, more or less, to a point that is 75.0 feet distant southeasterly, measured radially, from said centerline of the abandoned main track, said point also being the beginning of a non-tangent curve, concave southeasterly, the center of the circle of which the arc is a part bears South 46 degrees 59 minutes 19 seconds East, a distance of 864.70 feet;

thence northeasterly along said curve and concentric with said centerline, through a central angle of 44 degrees 19 minutes 19 seconds, an arc distance of 668.90 feet;

thence parallel with said centerline, North 87 degrees 20 minutes East, a distance of 2760.00 feet;

thence South 2 degrees 40 minutes East, a distance of 15.0 feet to a point 90.0 feet distant southerly, measured at right angles, from said centerline;

thence parallel with said centerline, North 87 degrees 20 minutes East, a distance of 280.00 feet;

thence North 2 degrees 40 minutes West, a distance of 15.0 feet to a point 75.0 feet distant southerly, measured at right angles, from said centerline, of the abandoned main track;

thence parallel with said centerline, North 87 degrees 20 minutes East, a distance of 134.60 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 689.49 feet;

thence southeasterly along said curve and concentric with said centerline, through a central angle of 60 degrees 00 minutes, an arc distance of 722.03 feet;

thence North 57 degrees 20 minutes East, a distance of 150.00 feet to a point that is 75.0 feet distant northeasterly, measured radially, from said centerline of the abandoned main track, said point also being the beginning of a non-tangent curve, concave southwesterly, the center of the circle of which the arc is a part bears South 57 degrees 20 minutes West, a distance of 839.49 feet;

thence northwesterly along said curve and concentric with said centerline of the abandoned main track, through a central angle of 10 degrees 23 minutes 06 seconds, an arc distance of 152.16 feet, more or less, to a point that is 50.0 distant southwesterly, measured at right angles, from said centerline of the abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence parallel with said centerline of the abandoned spur track, South 78 degrees 43 minutes East, a distance of 268.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Said parcel contains a net area of 5.6 acres, more or less.

EXHIBIT B

DESCRIPTION OF PERMANENT EASEMENT

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, TOWN OF FIRESTONE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 BEARS N00° 41' 55"W (BASIS OF BEARING); THENCE N00° 41' 55"W, 308.51 FEET ALONG SAID SOUTHWEST LINE TO A POINT ON SOUTH PROPERTY LINE OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 4284609; THENCE S79° 24' 55"E, 25.49 FEET ALONG SAID SOUTH PROPERTY LINE; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES;

N00° 41'55"W 101.97 FEET TO A POINT ON THE NORTH PROPERTY LINE OF SAID PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 4284609;

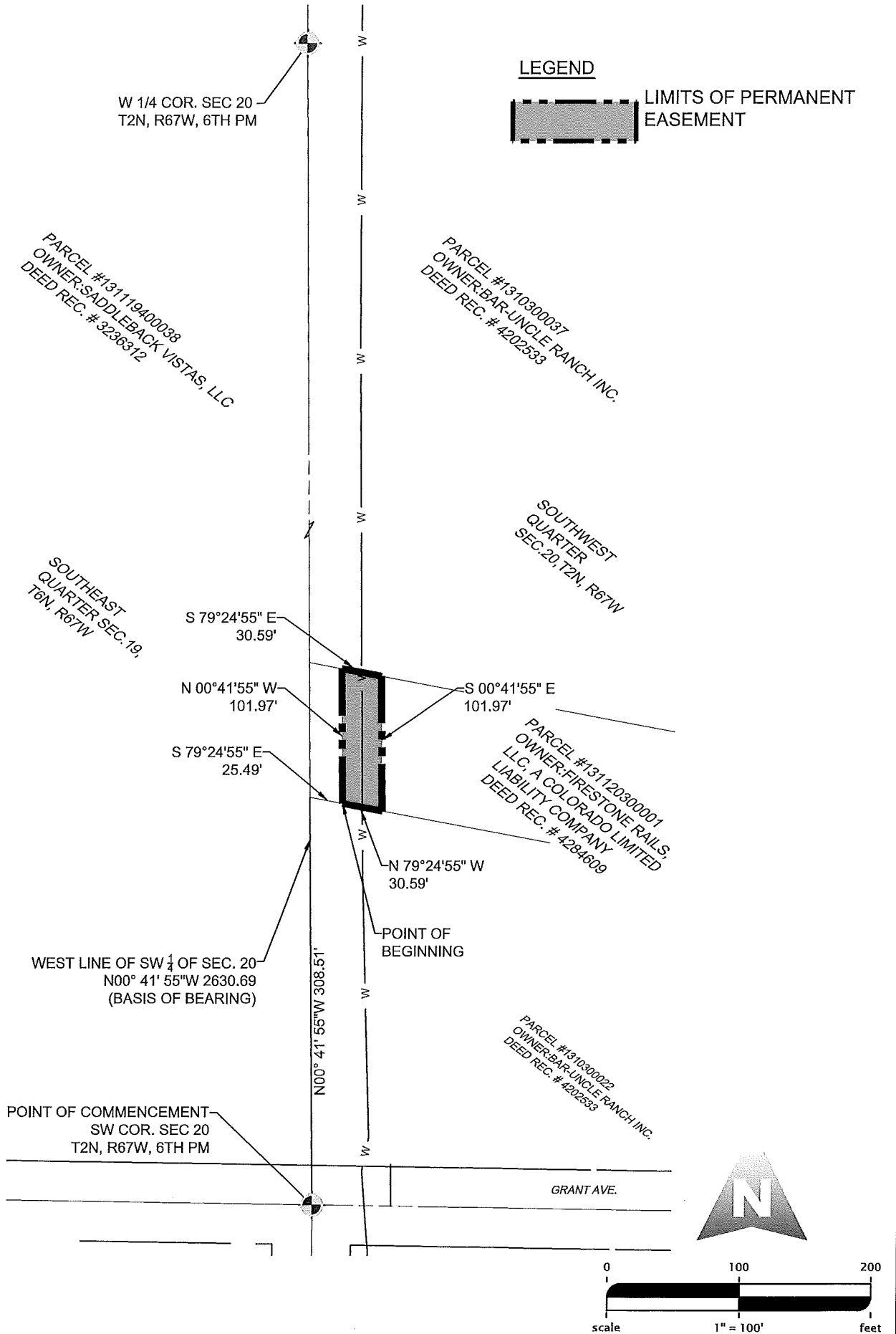
THENCE S79° 24'55"E 30.59 FEET ALONG THE NORTH PROPERTY LINE OF SAID PARCEL;

THENCE S00° 41' 55"E 101.97 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID PARCEL;

THENCE N79° 24' 55"W 30.59 FEET ALONG THE SOUTH PROPERTY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

AREA = 3058.97 SQUARE FEET (0.070 ACRES), MORE OR LESS.

EXHIBIT B



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.b.

Discussion/Action

Meeting Date: October 9, 2019

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 19-93: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COMMUNICATION CONSTRUCTION & ENGINEERING, INC., REGARDING THE POLICE STATION FIBER OPTIC LINE PROJECT

SUMMARY

Staff believes that there is benefit in connecting the Public Works Facility to the new intranet fiber optic system being installed to link the Town Hall and the new Police Station. Staff worked with the contractor installing the fiber optic system to determine an alignment along Pine Cone Avenue and negotiated a change order for the work. Attached for consideration by the Board of Trustees is Change Order No.2 to the contract with Communications Construction & Engineering, Inc. to allow for the work to proceed.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees awarded the contract to install the fiber optic line between the Town Hall and Police Station at the regular meeting on June 26, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 19-93, a Resolution of the Board of Trustees of the Town of Firestone, Colorado, approving Change Order No. 2 to the agreement between the Town of Firestone and Communication Construction & Engineering, Inc., regarding the police station fiber optic line project and authorize the Mayor to execute the change order on behalf of the Town.

ALTERNATIVES

Board could direct staff to modify the scope of the work or to not proceed with the work.

ATTACHMENTS

1. Reso 19-93 Change Order 2 Police Station Fiber Optic Line Agreement
2. Recommendation of Award of Change Order #2
3. 0668.0189.02_SITE PLAN_Phase 2_11X17
4. CO#2

FINANCIAL CONSIDERATIONS

This change order will increase the project cost by \$145,282.00, bringing the contract amount to \$345,531.07 and will be paid from COP proceeds.

RESOLUTION NO. 19-93

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 2 TO THE
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
COMMUNICATION CONSTRUCTION & ENGINEERING, INC.,
REGARDING THE POLICE STATION FIBER OPTIC LINE PROJECT**

WHEREAS, the Town of Firestone ("Town") entered into an Agreement with Communication Construction & Engineering Inc ("Contractor") for the installation of dedicated fiber intranet between Town Hall and the new Police Department and Municipal Court ("Police Station Fiber Optic Line Project"); and

WHEREAS, the Town has determined that it would be advantageous to the Town's operations to expand the Project to include dedicated fiber intranet to the Town's Public Works Facility; and

WHEREAS, Contractor is able to perform the required Project work of installing conduit and single mode fiber from the new Police Department to the Public Works Facility.

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

The Change Order No. 2 to the Town of Firestone and Communication Construction & Engineering, Inc., Agreement regarding the Police Station Fiber Optic Line 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 Change Order on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



TO: Ms. Julie Pasillas, Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer 
Edward Jansury Jr., Colorado Civil Group, Inc., Town Engineer 

DATE: October 2, 2019

SUBJECT: Police Station Fiber Optic Line Project

PROJECT No.: 0668.0189.02

BUDGET GL#: 1000-450600-931-800

Communication Construction & Engineering, Inc. was requested to provide a proposal for additional work to extend a dedicated fiber optic line from a handhole at the intersection of Pine Cove Avenue and Colorado Boulevard to the Public Works Building. This additional work involves directional boring approximately 8,200 feet, installing 2" conduit with a 12-strand single mode fiber line, installation of handholes at 1,000 foot intervals along Pine Cone Avenue, termination at the Public Works Building and splicing into the 24-strand fiber line installed under the initial contract. This dedicated fiber line will provide connectivity between the Town Hall and the Public Works Building. Communication Construction & Engineering, Inc. provided a proposal of \$145,282.00 to complete this work.

Based on the information provided in the proposal we recommend approval of Change Order #2 to the original contract. Accepting this change order will result in a net add of \$145,282.00 bringing the total of the contract to \$345,531.07. This total includes the previously approved Change Order #1 in the amount of \$2,575.00.

We recommend the Firestone Board of Trustees approve Change Order #2 to the construction contract for the Police Station Fiber Optic Project with Communication Construction & Engineering, Inc.



SECTION 00941
CHANGE ORDER

No. 2

Date of Issuance: October 10, 2019 Effective Date: _____

Project: Police Station Fiber Optic Line Project	Owner: Town of Firestone	Owner's Contract No.: 1000-450600-931-800
Contract: Construction Services	Date of Contract: July 10, 2019	
Contractor: Communication Construction and Engineering, Inc.	Engineer's Project No.: 0668.0189.02	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See attached detail

Attachments (list documents supporting change):

Descriptions

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$197,674.07

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

\$2,575.00

Contract Price prior to this Change Order:

\$ 200,249.07

[Increase] [Decrease] of this Change Order:

\$145,282.00

Contract Price incorporating this Change Order:

\$345,531.07

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): September 23, 2019

Ready for final payment (days or date): October 7, 2019

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): September 23, 2019

Ready for final payment (days or date): October 7, 2019

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): TBD

Ready for final payment (days or date): TBD

Contract Times with all approved Change Orders:

Substantial completion (days or date): TBD

Ready for final payment (days or date): TBD

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____
Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

DESCRIPTION:

Item No. 1 – REVISED & ADDITIONAL WORK QUANTITIES – NET CHANGE = \$145,282.00

In order to install additional fiber optic line from the handhole at the intersection of Pine Cone Avenue to the Town of Firestone Public Works Building to provide a dedicated fiber optic connection between the Town Hall and the Public Works Building the following quantities have been increased and/or additional quantities have been added. Items 24, 26, 28, & 29 are listed as add items due to an increase or decrease in unit price since the original bid.

REVISED Item 5. ASPHALT /CONCRETE SAWCUT

Quantity = 3000 (Increase 100 SF)

Unit =SF

Unit Price = \$5.00

Net Change = \$ 500.00

REVISED Item 10. DIRECTIONAL BORE (EROSION CONTROL, TOPSOIL STOCKPILE & PLACE,
RESEED & MULCH)

Quantity = 16,855 (Increase 8,200 LF)

Unit = LF

Unit Price = \$12.30

Net Change = \$ 100,860.00

REVISED Item 12. 2" CONDUIT (BORE)

Quantity = 16,855 (Increase 8,200 LF)

Unit = LF

Unit Price = \$0.94

Net Change = \$ 7,708.00

REVISED Item 13. TRACER WIRE

Quantity = 21,400 (Increase 8,500 LF)

Unit = LF

Unit Price = \$ 0.22

Net Change = \$ 1,870.00

REVISED Item 15. FLEXIBLE UTILITY MARKERS

Quantity = 26 (Increase of 9)

Unit = EA

Unit Price = \$ 45.00

Net Change = \$ 405.00

ADD Item 24. MOBILIZATION

Quantity = 1

Unit = LS

Unit Price = \$ 750.00

Net Change = \$ 750.00

ADD Item 25. EXCAVATE CONDUIT AND SPLICE

Quantity = 10

Unit = EA

Unit Price = \$ 250.00

Net Change = \$ 2500.00

ADD Item 26. 24"x36" HANDHOLE

Quantity = 9

Unit = EA

Unit Price = \$ 801.00

Net Change = \$ 7,209.00

ADD Item 27. PROVIDE AND PLACE MULE TAPE

Quantity = 8,500

Unit = LF

Unit Price = \$ 0.30

Net Change = \$ 2,550.00

ADD Item 28. FIBER OPTIC CABLE (12-STRAND SINGLE MODE)

Quantity = 10,000

Unit = LF

Unit Price = \$ 1.72

Net Change = \$ 17,200.00

ADD Item 29 TRAFFIC CONTROL

Quantity = 8

Unit =EA

Unit Price = \$ 400.00

Net Change = \$ 3,200.00

ADD Item 30. CONSTRUCT 2" BUILDING ENTRANCE

Quantity = 1

Unit =EA

Unit Price = \$ 530.00

Net Change = \$ 530.00

END OF SECTION

BASE BID
FIRESTONE POLICE STATION FIBER OPTIC LINE

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL PRICE
REMOVAL & REPLACEMENT					
1	ASPHALT/CONCRETE SAW-CUT(CO#1)	LF	0	\$10.00	\$0.00
2	ASPHALT REMOVAL & REPLACEMENT	SY	6	\$80.00	\$480.00
3	CONCRETE REMOVAL & REPLACEMENT(CO#1)	SF	0	\$25.00	\$0.00
4	GRAVEL REMOVAL & REPLACEMENT(CO#1)	SY	0	\$55.00	\$0.00
5	LANDSCAPE REMOVAL & REPLACEMENT(CO#2)	SF	300	\$5.00	\$1,500.00
6	IRRIGATION REMOVAL & REPLACEMENT	HR	10	\$75.00	\$750.00
SUBTOTAL					\$2,730.00
EROSION CONTROL & EARTHWORK					
7	VEHICLE TRACKING CONTROL PAD	EA	2	\$450.00	\$900.00
8	BORE PITS (EROSION CONTROL, TOPSOIL STOCKPILE & PLACE, RESEED & MULCH)	EA	5	\$250.00	\$1,250.00
9	TRENCH/PLOW (EROSION CONTROL, TOPSOIL STOCKPILE & PLACE, RESEED & MULCH)(CO#1)	LF	3,290	\$8.80	\$28,952.00
10	DIRECTIONAL BORE (EROSION CONTROL, TOPSOIL STOCKPILE & PLACE, RESEED & MULCH)(CO#1)(CO#2)	LF	16,855	\$12.30	\$207,316.50
SUBTOTAL					\$238,418.50
UTILITIES					
11	2" CONDUIT (TRENCH/PLOW)(CO#1)	LF	3,290	\$0.94	\$3,092.60
12	2" CONDUIT (DIRECTIONAL BORE)(CO#1)(CO#2)	LF	16,855	\$0.94	\$15,843.70
13	TRACER WIRE (CO#2)	LF	21,400	\$0.22	\$4,708.00
14	24" X36" HANDHOLE (1,000 FOOT SPACING +/-)(CO#1)	EA	17	\$590.00	\$10,030.00
15	FLEXIBLE UTILITY MARKERS (AT COMMUNICATIONS BOXES)(CO#1)(CO#2)	EA	26	\$45.00	\$1,170.00
16	FIBER OPTIC CABLE (12-STRAND SINGLE MODE)(SEE ITEM #22)	LF	0	\$1.30	\$0.00
17	TERMINATION POINTS	EA	2	\$1,447.25	\$2,894.50
SUBTOTAL					\$37,738.80
MISCELLANEOUS					
18	TRAFFIC CONTROL	LS	1	\$2,437.50	\$2,437.50
19	MOBILIZATION (5%)	LS	1	\$7,419.27	\$7,419.27
SUBTOTAL					\$9,856.77
20	4" CONDUIT (TRENCH/PLOW)(ALT. NOT APPROVED)	LF	0	\$11.35	\$0.00
21	4" CONDUIT (DIRECTIONAL BORE)(ALT. NOT APPROVED)	LF	0	\$19.85	\$0.00
22	FIBER OPTIC CABLE (24-STRAND SINGLE MODE)(ALT. APPROVED)	LF	12,900	\$1.67	\$21,543.00
23	CONDUIT REPAIR (CO#1)	EA	1	\$1,305.00	\$1,305.00
24	MOBILIZATION (CO#2)	LS	1	\$750.00	\$750.00
25	EXCAVATE CONDUIT AND SPLICE(CO#2)	EA	10	\$250.00	\$2,500.00
26	24" X36" HANDHOLE (1,000 FOOT SPACING +/-)(CO#2)	EA	9	\$801.00	\$7,209.00
27	PROVIDE AND PLACE MULE TAPE(CO#2)	LF	8,500	\$0.30	\$2,550.00
28	FIBER OPTIC CABLE (12-STRAND SINGLE MODE)(CO#2)	LF	10,000	\$1.72	\$17,200.00
29	TRAFFIC CONTROL (CO#2)	EA	8	\$400.00	\$3,200.00
30	CONSTRUCT 2" BUILDING ENTRANCE TO INCLUDE CORE BORE AND NEMA BOX	EA	1	\$530.00	\$530.00
SUBTOTAL					\$56,787.00
CONSTRUCTION COST TOTAL (CO#1)(CO#2)					\$345,531.07

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.c.

Discussion/Action

Meeting Date: October 9, 2019

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

RESOLUTION 19-94: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CHURCHICH RECREATION LLC FOR THE INSTALLATION OF PLAYGROUND EQUIPMENT

SUMMARY

The agreement with Churchich Recreation, LLC will be for installation of replacement playground equipment at Onorato Park and Patterson Park.

HISTORY AND PREVIOUS BOARD ACTION

In the 2018 CIP Budget, Onorato Park and Patterson Park playground equipment were identified equipment that needed to be replaced as result of monthly inspections by staff and the annual CIRSA inspection. This equipment was not ordered in 2018 and requested amounts were added to the 2019 CIP.

At the April 10, 2019 Board meeting the Board of Trustees approved Resolution 19-25 for the purchase of the replacement playground equipment. At that time, installation services were not included because the 2019 CIP budgeted amount was only for the purchase of the equipment. With the normal park maintenance, along with the list of overdue park maintenance items, the Parks division does not have the time to install the playground equipment this year.

RECOMMENDATION

Staff recommends Board adopt a motion to approve Resolution 19-94 an agreement with Churchich Recreation, LLC for the installation of playground equipment at Onorato Park and Patterson Park.

ALTERNATIVES

The Board may choose not to approve Resolution 19-94, and provide Staff with additional direction.

ATTACHMENTS

1. Resolution 19-94 Churchich Recreation LLC Playground Equipment
2. Goods Services Short Form Contract-Churchich Recreation LLC- Onorato & Patterson Parks
3. Schedule A - INSTALLATION OF PATTERSON AND ONORATO PARKS

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$27,692.50. Sufficient funds have been budgeted and appropriated in the Town's park repair and maintenance account to cover this cost.

RESOLUTION 19-94

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND CHURCHICH RECREATION LLC FOR THE
INSTALLATION OF PLAYGROUND EQUIPMENT**

WHEREAS, the Town of Firestone ("Town") desires to engage Churchich Recreation LLC ("Contractor") for the purpose of installing playground equipment at Onorato Park and Patterson Park ("Project"); and

WHEREAS, the Town finds that the Contractor has the expertise, qualifications, and experience necessary to perform the required Project work.

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

1. The Agreement between the Town of Firestone and Churchich Recreation, LLC for the installation of playground equipment at Onorato Park and Patterson Park 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 9th day of October, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Project:	_____
Contractor:	_____
Total Cost:	_____
Term:	_____



TOWN OF FIRESTONE

GENERAL CONTRACT FOR GOODS AND/OR SERVICES (SHORT FORM)

THIS AGREEMENT ("Agreement"), is made this 9th day of October, 2019, between the Town of Firestone, a Colorado statutory municipality, hereinafter referred to as "FIRESTONE," and Churchich Recreation, 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 \$27,692.50.

☐ _____ 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 \$ _____.

☐ _____ 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 Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) 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 Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) 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./P.O. Box 100
Firestone, CO 80520
Attn: Julie Pasillas
Telephone: 303-531-6258
Facsimile: 303-833-4863
E-mail: jpasillas@firestoneco.gov

CONTRACTOR:

Churchich Recreation, LLC.
P.O. Box 1174
Niwot, CO 80544
Attn: CHRIS CHURCHICH
Telephone: 303-530-4414 x 10
Facsimile: 303-530-0239
E-Mail: heather@churchichrecreation.net

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: _____

CONTRACTOR

By: Chris Churchich

Name: Chris Churchich

Title: Manager

Date: 10/21/19

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone Churchich Recreation, LLC. for installation of replacement playground equipment at Onorato Park and Patterson Park.)



Quotation

Estimate #	Date	Rep
19-0631	9/3/2019	HH

Bill To Address:

TOWN OF FIRESTONE
 JULIE PASILLAS
 PO BOX 100
 FIRESTONE, CO. 80520

Ship To Address:

Project		Delivery	Terms	FOB
PATTERSON & ONORATO INSTALLATION			Net 30	Jobsite
Item	Description	Qty	Cost	Total
InstallPG	INSTALL PLAYGROUND EQUIPMENT FOR ONORATO PARK PLAYGROUND TO INCLUDE: - INSTALLATION OF NEW PLAYGROUND EQUIPMENT AS PURCHASED IN 2019 - DOES NOT INCLUDE DEMO/DISPOSAL OF EXISTING PLAY EQUIPMENT - SWING SET & MAYPOLE TO STAY PER ORIGINAL PLANS	1	15,169.00	15,169.00
InstallPG	INSTALL PLAYGROUND EQUIPMENT FOR PATTERSON PARK PLAYGROUND TO INCLUDE: - INSTALLATION OF NEW PLAYGROUND EQUIPMENT AS PURCHASED IN 2019 - DOES NOT INCLUDE DEMO/DISPOSAL OF EXISTING PLAY EQUIPMENT	1	12,523.50	12,523.50
EXCLUSIONS	PROJECT EXCLUDES THE FOLLOWING: 1) SITE PREPARATION/GRADING 2) CONCRETE FLATWORK/PAD 3) SALES TAX 4) BUILDING PERMITS AND INSPECTIONS FEES. 5) SOILS REPORT 6) TEMPORARY RESTROOM FACILITIES ON-SITE 7) UNLOADING 8) STORAGE 9) TEMPORARY FENCING 10) ASSUMES SITES WILL BE PROPERLY PREPPED AND READY FOR INSTALLATION AT TIME OF ARRIVAL. SCHEDULE TO BE COORDINATED WITH CHURCHICH RECREATION PROJECT MANAGER		0.00	0.00
Thank you for the Opportunity to Quote!			Total	\$27,692.50