BOARD OF TRUSTEES

REGULAR MEETING AGENDA

February 26, 2020
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 February 12, 2020 Board of Trustees Regular Meeting Minutes

   5.b. **Resolution 20-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANTAGE POINT SOLUTIONS, INC., FOR A BROADBAND FEASIBILITY STUDY

   5.c. **Resolution 20-25**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM CONSTRUCTORS, INC., FOR THE FRONTAGE ROAD BRIDGE REPAIR PROJECT

6. **Proclamation**

7. **Presentation**

8. **Local Licensing Authority - Public Hearing**

9. **Land Development**

   9.a. **PUBLIC HEARING: Ordinance 967**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO PUD REGIONAL COMMERCIAL AND PUD RESIDENTIAL A; AND APPROVING AN OFFICIAL DEVELOPMENT PLAN FOR LOTS 2 & 2A WITHIN DEL REY SUBDIVISION PLANNED UNIT DEVELOPMENT

* 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.

9.b. PUBLIC HEARING: RESOLUTION 20-22: A RESOLUTION APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

9.c. PUBLIC HEARING: RESOLUTION 20-23: A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT FOR LOTS 24-28 AND TRACT C LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

9.d. PUBLIC HEARING: ORDINANCE 968: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, VACATING CERTAIN UTILITY EASEMENTS WITHIN LOTS 24, 25 AND 28, BLOCK 1, BAREFOOT LAKES FILING NO. 3 SUBDIVISION

10. Discussion/Action

10.a. ORDINANCE 969: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING CHAPTER 13.13 OF TITLE 13 OF THE FIRESTONE MUNICIPAL CODE REGARDING STORMWATER QUALITY

10.b. RESOLUTION 20-24: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING STORMWATER QUALITY FEES

10.c. Ordinance 970: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 8.06 OF THE FIRESTONE MUNICIPAL CODE REGARDING NUISANCES

10.d. RESOLUTION 20-26: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER EQUITY LEASE AGREEMENT AND AMENDMENT BETWEEN THE TOWN OF FIRESTONE AND ENTERPRISE FM TRUST FOR THE LEASE OF MUNICIPAL FLEET VEHICLES

10.e. RESOLUTION 20-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND GOLF & SPORT SOLUTIONS, LLC, FOR LASER GRADING SERVICES FOR THE FIRESTONE SPORTS COMPLEX

10.f. RESOLUTION 20-28: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN UNDERWRITER

ENGAGEMENT AGREEMENT WITH STIFEL, NICOLAUS & COMPANY FOR UNDERWRITER SERVICES REGARDING WATER REVENUE BONDS

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

12. Reports

12.a. Staff

12.b. Mayor

12.c. Trustees

13. Executive Session

13.a. An executive session pursuant to C.R.S. 24-6-402(4)(a) and C.R.S. 24-6-402(e)(1) regarding the purchase or acquisition of real property for economic development and determining positions relative to matters that may be subject to negotiations , developing strategy for negotiations and instructing negotiators regarding such purchase or acquisition.

14. 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.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 5.a **Consent Agenda** **Meeting Date:** February 26, 2020 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE
Approval of February 12, 2020 Board of Trustees Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION
Approval of February 12, 2020 Meeting Minutes

ALTERNATIVES

ATTACHMENTS
1. February 12, 2020 Draft Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
February 12, 2020

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on February 12, 2020, at Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:02 PM

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar
Mayor Pro-tem: Drew Peterson
Trustees: 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; Raelynn Ferrera, Special Projects & Facilities Division Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Community Resources; Todd Bjerkaas, Director of Planning; David Montgomery, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

DRAFT

2. Pledge of Allegiance

Pledge was led by Mayor Sindelar.

3. Approval of Agenda

Motion by Mayor Pro Tem Peterson, **second** by Trustee Sharp, to Approval of Agenda All in Favor, **Motion carried**.

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

Chris Woody for 381 1st Street, Firestone, Colorado, gave public comment regarding the parking on 1st Street.

5. Consent Agenda

Motion by Trustee Sharp, **second** by Trustee Jimenez, to approve the Consent Agenda
Roll Call Vote:

Yes: Trustee Sharp, Trustee Meiring, Trustee Jimenez, Mayor Pro Tem Peterson
No: None
Abstain: None
Motion carried.

5.a. Approval of January 22, 2020 Board of Trustees Regular Meeting Minutes

5.b. **Resolution 20-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO REGARDING THE INSTALLATION, OPERATION AND MAINTENANCE OF A GAS GATHERING PIPELINE WITHIN TOWN-CONTROLLED RIGHT-OF-WAY

5.c. **Resolution 20-19:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR VOTER REGISTRATION SPECIALIST SERVICES

6. Proclamation

7. Presentation

7.a. Carbon Valley Half Marathon

8. Local Licensing Authority - Public Hearing

9. Public Hearing

10. Discussion/Action

10.a. Frontage Road Bridge Expansion Joint Repair Discussion

The Board reached a consensus to consider a resolution to approve a contract for the Frontage Road bridge expansion on the February 26, 2020 regular Board of Trustees meeting.

DRAFT

10.b. **Resolution 20-20:** A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TABOR ELECTION ON APRIL 7, 2020, FIXING THE BALLOT TITLE AND QUESTION

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve **Resolution 20-20:** A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TABOR ELECTION ON APRIL 7, 2020, FIXING THE BALLOT TITLE AND QUESTION
Roll Call Vote:

Yes: Trustee Sharp, Trustee Meiring, Trustee Jimenez
No: Mayor Pro Tem Peterson
Abstain: None
Motion carried.

10.c. Enterprise Managed Vehicle Program Discussion

The Board reached a consensus to consider a contract with Enterprise at the February 26, 2020 regular Board of Trustees meeting.

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

Lou Matthews of 526 3rd Street, Firestone, Colorado, gave public comment regarding Resolution 20-20.

12. Reports

12.a. Staff

AJ Krieger, Town Manager, reported on the February 19, 2020 Board of Trustees Work Session. Mr. Krieger covered the upcoming Work Session topics; presentation by Town Lobbyists and a joint Work Session with the Planning & Zoning Commission regarding the Land Development Code. Mr. Krieger also reported on a meeting with Stifel, Nicolaus, & Company regarding issuance of bonds for water capital projects. Mr. Krieger also reported that a underwriting contract with Stifel, Nicolaus, & Company would be on the February 26, 2020 Regular Board of Trustees agenda for the Board's consideration.

12.b. Mayor

Mayor Sindelar reported on the Night to Shine event.

DRAFT

12.c. Trustees

Trustee Sharp reported on the Night to Shine event and thanked the Police Department. Trustee Sharp acknowledged an email from David Vannorsdel, and reported that Public Works and staff are working on it.

Trustee Meiring outlined the bill that the Lobby Team would cover at the February 19, 2020 Board of Trustees Work Session. Trustee Meiring also reported that she would attend the Colorado Municipal League Policy Committee on February 14, 2020.

Mayor Pro Tem Peterson recognized the Police Chief for his 21 years of service to the Town of Firestone. Mayor Pro Tem Peterson also recognized the Police Chief for his 41 years as a Police Officer. Mayor Pro Tem Peterson also proposed that the Board of Trustees give the Police Chief a contract.

DRAFT

13. Executive Session

14. Adjournment

Motion by Trustee Meiring, **second** by Trustee Jimenez, to Adjournment All in Favor, **Motion carried**.

Introduced and Approved the 26th of February, 2020.

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:** February 26, 2020 **Initiated By:** Raelynn Ferrera **Dept:** Special Projects & Facilities Division Manager

AGENDA TITLE

Resolution 20-21: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANTAGE POINT SOLUTIONS, INC., FOR A BROADBAND FEASIBILITY STUDY

SUMMARY

VPS will conduct a Study that accomplishes the following:

• Takes into account the Assumptions listed in the RFP recognizing the FCC definition of broadband and the local providers for the needs and market assessment
• Specifically analyzes and addresses public safety concerns and considerations including FirstNet
• Addresses smart city needs and considerations for inclusion of future technology
• Closely collaborates with identified key stakeholders and others
• Conducts an on-site and in-depth Stakeholder Workshop and Provider Engagement Meetings
• Provides update for the Town's dedicated web presence
• Identifies the problem or problems facing the Town of Firestone with respect to broadband access and utilization
• Generates a report with a blueprint that sets out viable comprehensive specific strategies and goals and a realistic timeline for achieving them

HISTORY AND PREVIOUS BOARD ACTION

Request for Proposal Available: Thursday, December 12, 2019
Proposals Received: Wednesday, January 15, 2020
Interviews: January 31, 2020

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 20-21 VantagePoint Resolution
2. Broad Band Feasibility Study (A2020-9902) - Professional Services Agreement

FINANCIAL CONSIDERATIONS

Payment Schedule
In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $52,500. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor will submit invoices which shall be paid by the Town within 30 days of receipt.

Invoices shall be submitted on the following schedule:

- April: $10,500 • June: $10,500 • August: $10,500
- May: $10,500 • July: $10,500

RESOLUTION NO. 20-21

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANTAGE POINT SOLUTIONS, INC., FOR A BROADBAND FEASIBILITY STUDY

WHEREAS, the Town of Firestone ("Town") recognizes that access to reasonably priced high-speed broadband internet services is a priority for the long-term development and vitality of the Town; and understanding that broadband solutions must align with community needs such as support for Firestone's residents, businesses, students, senior citizens, public safety officials and others; and respecting the fact that in 2018, Firestone voters approved local authority for broadband services; and

WHEREAS, the Town issued a Request For Proposals for a Broadband Feasibility Study to assist the Board of Trustees in obtaining resources and data which could aid the Board in making informed decisions concerning high-speed internet delivery options; and

WHEREAS, the Town reviewed the submitted proposals and after interviewing the top candidates selected Vantage Point Solutions, Inc., as the most qualified and responsive party.

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

The Agreement for a Broadband Feasibility Study between the Town of Firestone and Vantage Point Solutions, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and **VANTAGE POINT SOLUTIONS, INC**, an independent contractor with a principal place of business at 2211 N Minnesota, Mitchell, SD 57301 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Broad Band Feasibility Study (A2020-9902)**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $52,500.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who

perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

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

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

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

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

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

TOWN OF FIRESTONE, COLORADO

_____

Mayor, Bobbi Sindelar

ATTEST:

_____

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____

William P. Hayashi, Town Attorney

VANTAGE POINT SOLUTIONS, INC.

By: _____

FIRESTONE
COLORADO

NO EMPLOYEE AFFIDAVIT

*To be completed only if Contractor has **no** employees*

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

_____ _____

Signature Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ___ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

FIRESTONE
COLORADO

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties & Deliverables During the term of this Agreement, Contractor shall perform and/or deliver the following, as directed by the Town during the timeframes established by the Town:

Experience and Approach

VPS has two main goals. First – conducting a feasibility study requires a collaborative process. VPS will work with the Town to ensure that the Town perspectives, needs and goals are met within the timeline set out by the project. Second, VPS will analyze the data and present the Town with multiple options to consider. VPS aspires to present as many viable options as possible recognizing that there many things a community can do to improve broadband above and beyond infrastructure deployment. VPS often provides innovative solutions that meet the needs of the communities that may be "outside the box" of what you typically find in a feasibility study. This includes development of a grant program to subsidize reaching broadband gap areas; cellular solutions; Public-Private Partnership (PPP) solutions and more.

When it comes to developing and expanding municipal broadband networks, there is no one-size-fits-all model. Proper planning is crucial to the success of any network deployment. The goal of this project is to provide the Town with a comprehensive report that documents the current state of broadband service, availability, utilization, cost and opportunities for infrastructure development and improved service delivery. The project requires a large data collection effort followed by a comprehensive analysis and recommended next steps. Multiple members of our team will be involved in this effort.

As a result, VPS will conduct a Study that accomplishes the following:

- Takes into account the Assumptions listed in the RFP recognizing the FCC definition of broadband and the local providers for the Needs and market assessment
- Specifically analyzes and addresses public safety concerns and considerations including FirstNet
- Addresses smart city needs and considerations for inclusion of future technology
- Closely collaborates with identified key stakeholders and others
- Conducts an on-site and in-depth Stakeholder Workshop and Provider Engagement Meetings
- Provides update for the Town's dedicated web presence
- Identifies the problem or problems facing the Town of Firestone with respect to broadband access and utilization
- Generates a Report with a blueprint that sets out viable comprehensive specific strategies and goals and a realistic timeline for achieving them

Scope of Work

Lori Sherwood – Director of Broadband Development will serve as the Project Lead.

The project will commence with a kick-off meeting. The kick-off meeting will be critical for setting the project schedule for all of the tasks listed in the RFP scope as well as setting dates for additional meetings and calls. Prior to the kick-off meeting, VPS will provide an agenda and a list of documents and data needed to begin the project. Additionally, at the meeting we will work together to finalize the list of project stakeholders including those identified in the RFP and some additional groups and entities.

Project Timeline

The VPS Team has full availability and is committed to completing this project on-time and on-budget in within 5 months of the contract start. Below is a chart depicting the anticipated schedule which is scalable to the actual start date.

SCHEDULE	TIMELINE - 2020
Kick-off Meeting	March 1

Residential Survey development, launch and evaluation	March 15 – April 30
Development of the RFI, launch and evaluation	March 15 – April 30
Market Assessment	March 15 – April 30
Stakeholder Meetings and Strategic Planning Workshop (On-Site)	Week of May 15
Development of Project Map	May 1 – May 30
Draft Report to Town Staff for Review	June 15
Final Report and Presentations	July 15

VPS also recommends bi-weekly status calls and a monthly on-site meeting during the course of the project. This schedule would be set during the kick-off meeting.

Task 1: Residential and Business Needs Assessment

It has been our experience, that the Residential and Business Needs assessment including stakeholder outreach and community engagement (through direct dialogue) provides the critical feedback to assist with determining needs, identifying broadband gaps, and finding potential partners. As one of the most important tasks of the project, this should be as comprehensive as possible. As such, this Task will be comprised of two-phases – Quantitative and Qualitative Review.

Quantitative Review

First, VPS will conduct a residential survey, obtaining information such as:

- Customer satisfaction with current telecommunications/broadband providers
- Current and future needs of customers and community's desire for enhanced broadband services (i.e., video, voice)
- Citizen's view on role of municipal government should take in providing that service
- Willingness to pay for that service and at what price for those services
- Overall interest in obtaining services from new provider in market

For this project, VPS will conduct an online informal survey for the Town of Firestone. VPS has utilized this approach with great success in other Front Range communities. In addition, VPS has market information regarding other Front Range communities that can assist with comparison to the Town of Firestone.

VPS estimates that a 3-4 week data collection period will be sufficient. Once the time for the survey collection closes, the VPS Team will analyze the data and use it to prepare for the Qualitative Review.

This means that the survey would be hosted online, and the link shared through the Town's dedicated web site for broadband, social media, emails, press releases and other methods. An informal survey can usually generate anywhere from 250-1000 responses. In an informal survey, respondents would choose to participate (self-selection bias) and the geographic distribution would solely depend on where the respondents live.

OPTIONAL: A statistically valid survey could also be hosted online but would include randomized targeting across a large sample of residents that represent the geographic areas of the community. The targeting would be done through a robust mail campaign that sends at least 2-3 postcards/letters to the selected households. Depending on response rate, a financial incentive may or may not be needed to push the response rate to the targeted amount. A mail program required for this option would be an additional $7500 - $10,000 depending on the sample size.

Qualitative Review

To supplement the survey collection, VPS proposes to hold Stakeholder Outreach and Provider Engagement meetings on-site. VPS proposes to hold these meetings in 45-minute meeting blocks during the course of one day. Some groups may be combined for more efficiency. Of course, since Lori Sherwood is local, additional meetings can be scheduled if certain groups or individuals are not able to be present for the scheduled day of meetings. A sample schedule is provided below:

- Morning Meetings
  - Schools and Libraries and Higher Education
  - Business, Chambers, Economic Development
  - Public Safety and Health Care Groups
- Working Lunch with Town Leadership Team
- Afternoon Meetings
  - Regional Entities
  - Local Telecommunications Providers (separate meetings for each one)
- Identify entities that can be service provider to end-users
- Engage providers early to understand network infrastructure and operation
- Determine if providers can bring financial resources and investment to project

Separately, VPS will meet with the State to discuss FirstNet and other issues relevant to the Front Range and the Town of Firestone.

Please note that to maximize participation in the stakeholder meetings, VPS will need assistance from the Town to:

- Identify the list of participants
- Reach out to the contacts
- Schedule the meetings
- Provide a location suitable for the meetings

Following the Stakeholder Meetings, VPS proposes to lead a **Strategic Planning Workshop with Town Staff.**

The purpose of the Strategic Planning Workshop is to have an in-depth discussion regarding all the data and information gathered in the survey and stakeholder meetings and to actively explore different models and potential network designs. VPS proposes leading a half-day Strategic Planning Workshop that presents the information gathered from the first set of tasks. The workshop would include detailed discussion regarding:

- An overview of national and Colorado trends with respect to municipal networks (last-mile and middle-mile)
- Review of different models – both business and operating
- Review of network and technology types including wireless, wireline and open access
- Potential services and partners
- Non-traditional options including pilot projects to address gaps and adoption issues
- Funding and financing options:
  - Stakeholder or potential third-party contributors
  - Grant funding options
  - Establishing a PPP, if viable
  - Capital, revenue bond and municipal self-funding options

Task 2: Market Assessment

In accordance with the RFP and to supplement the information gathered in Task 1, VPS will conduct a local market assessment that includes identifying existing broadband options and utilizes creative, effective strategies to identify trends and detail the local landscape. Information collected will enable VPS to provide a profile of the Town of Firestone

that includes an assessment of the telecommunications environment, types of services, pricing, availability and limitations.
When looking at the local landscape, it is important to conduct a local assessment of current provider offerings. The main purpose of this exercise is to understand what the providers are reporting to the FCC and publishing regarding local coverage and offerings. It is also important for understanding what the current pricing and serving offerings are in the community.

Task 3: Perform a Gap Analysis
VPS will analyze all of the data collected in Tasks 1 and 2 and perform a gap analysis. This will be included in the Final Report.

Task 4: Develop Request for Information for Enhanced Broadband Services
VPS has extensive experience developing RFPs and RFIs as well as a deep understanding of local government procurement and best practices that should be applied in order to obtain maximum results. VPS will assist with the development of the scope of work and oversee the collection and evaluation of the submittals. Following up "interviews" may be recommended and included with the provider meetings that are a part of the Stakeholder Outreach. VPS proposes to conduct this as a part of the Task 1 Quantitative Review process so that the results are available for the Strategic Planning Workshop with the Town.

Task 5: Project Map
VPS will work with the Town to develop a Project Map that includes an inventory of existing broadband services, Town assets and other private infrastructure that is discoverable through publicly available information. VPS will request data from existing providers, however in most cases existing providers will not share location information as it is deemed proprietary and confidential.

Task 6: Broadband Strategies and Operating & Ownership Models
VPS has extensive experience with all of the broadband strategies listed in the RFP. VPS will provide an in-depth discussion of all of the models during the Task 1 Strategic Planning Workshop with Town Staff. In addition, VPS will provide in-depth analysis in the Final Report.
Please note that every community is different and so what may be right for one Front Range community may not be the advisable or preferred model for another. VPS will utilize all the data collected in this project to guide the analysis.

Task 7: Final Report and Recommendations
VPS will provide a comprehensive Final Report that includes all the data and information detailed above. This includes an assessment of benefits/risks, a gap analysis. The Final Report will assess community benefits and risks through improved and more efficient Town services (enhancing citizen opportunities for learning, health care, leisure, emergency services, law enforcement and community connections) and evaluate the current environment against current and future needs, including all stakeholders defined in project.

The final report will also contain Recommendations for Broadband Strategies for the Town to indirectly or directly improve and/or provide broadband services to community. VPS will present the final report on-site.

Payment Schedule
In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $52,500. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor will submit invoices which shall be paid by the Town within 30 days of receipt. Invoices shall be submitted on the following schedule:

- April: $10,500
- May: $10,500
- June: $10,500
- July: $10,500
- August: $10,500

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 5.c **Consent Agenda** **Meeting Date:** February 26, 2020 **Initiated By:** Dave Lindsay **Dept:** Public Works

AGENDA TITLE

Resolution 20-25: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM CONSTRUCTORS, INC., FOR THE FRONTAGE ROAD BRIDGE REPAIR PROJECT

SUMMARY

The south expansion joint on the Frontage Road bridge over the St. Vrain River has failed and needs to be replaced (see attached aerial photo). The damage is limited to the expansion joint and has not compromised the structural integrity of the bridge, and does not pose a risk to the traveling public (see attached CDOT bridge detail). The system has been stabilized by Public Works and is under regular monitoring, but it will need to be replaced before temperatures start to get too warm. In addition to the expansion joint we will also repair the approaches at both ends of the bridge and resurface the bridge deck. To perform this work in the safest and most time efficient manner the Frontage Road will be closed (see attached detour plan) for approximately 6 weeks in March/April.

Staff has reviewed a quote to make the necessary repairs to the bridge by TLM Constructors, Inc. and has prepared a construction services contract based on that for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The Bridge was originally constructed by CDOT in 1999. The bridge was transferred to Weld County in the mid-2000's and then later annexed to Firestone.

The Town of Firestone annexed the bridge and adjacent Frontage Road as the Firestone Tenth Annexation, recorded in September of 2016 as follow up to the Barefoot Lakes annexations.

Staff presented a summary of the needed repairs and and explanation of the recommended course of action to complete the repairs at the regular meeting on February 12, 2020.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 20-25 and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

The Board could direct staff to start the work later in the year, but it is not recommended.

ATTACHMENTS

1. TLM Contractors_Bridge Repair Res
2. Construction Contract S2020-9223 Frontage Road Bridge Repair (TLM 2020.02.21)
3. TLM.CR9.5mht#1.revised.1.28.20
4. Aerial Photo
5. CDOT Detail Sheet

FINANCIAL CONSIDERATIONS

The contract is not to exceed $140,485.00. This repair was not planned, but will be funded from cash available through the 1% sales tax revenues.

RESOLUTION NO. 20-25

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM CONSTRUCTORS, INC., FOR THE FRONTAGE ROAD BRIDGE REPAIR PROJECT

WHEREAS the Town of Firestone ("Town") is in need of construction services for the Frontage Road Bridge Repair Project ("Project"); and

WHEREAS, the Town solicited quotes from contractors who specialize in the bridge repair work required for the Project and determined that TLM Constructors Inc., best met the Town's needs.

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

The Construction Contract for the Frontage Road Bridge Repair Project between the Town of Firestone and TLM Constructors, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the TOWN OF FIRESTONE, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town" or the "Owner"), and TLM CONSTRUCTORS, INC., an independent contractor with a principal place of business at 3000 F Street, PO Box 336638, Greeley, Colorado 80631 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: Frontage Road Bridge Repairs (S2020-9223) Project.

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: (Not applicable. The work being performed is repairs to the existing bridge. Town is contracting with Short Elliot Hendrickson, Inc. to provide engineering consultation and construction observation services. The project is being managed by the Firestone Public Works Department.)

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.3. of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9. of the General Conditions within 74 days after the date when the Contract Times commence to run.

B. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, the parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, Contractor shall be assessed the amount of two hundred fifty dollars ($250) for each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed $140,485.00 (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM and in accordance with the Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective in accordance with Article 13.6 of the General Conditions. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Construction Contract.

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. ILLEGAL ALIENS

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the

Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Construction Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with an illegal alien who is performing work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Construction Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Section XI.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

i. This Construction Contract (Pages 1 to 17, inclusive of exhibits)

B. Exhibit to this Construction Contract:
   1. Exhibit A: Contractor's Quotation dated January 31, 2020.
   2. Exhibit B: Form of Performance Bond

C. Performance Bond and Labor & Material Payment Bond.

D. Notice of Award.

E. Notice to Proceed.

F. General Conditions.

G. Supplementary Conditions.

H. "Specifications" bearing the title: CDOT M&S Standards.

I. "Drawings" consisting of (NA)

J. Addenda numbers:
   1. Addenda #1: (NA).
   2. Addenda #2: _____.
   3. Addenda #3: _____.
   4. Addenda #4: _____.

K. Documentation submitted by Contractor prior to Notice of Award (see Exhibit A).

L. Bid Package #1, See Exhibit A.

M. Bid Package #2, (NA).

N. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XII. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

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

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written agreement of the Parties.

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

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF FIRESTRONE, COLORADO

_____

Bobbi Sindelar, Mayor

ATTEST:

_____

Jessica Koenig, Town Clerk

CONTRACTOR: TLM CONTRUCTORS, INC.

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____

Notary Public

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

_____ _____

Signature Date

FIRESTONE COLORADO

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

_____ _____

Signature Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____

Notary Public

EXHIBIT A

SCOPE OF WORK

- See attached Quotation dated January 31, 2020 from TLM Constructors

Greeley Office:
P.O. Box 336638
Greeley, CO 80633
Ph: (970) 346-8323
Fax: (970) 346-8324

Swink Office:
P.O. Box 505
Swink, CO 81077
Ph: (719) 384-5956
Fax: (719) 346-5959

QUOTATION

To: Town of Firestone
151 Grant Avenue
Firestone, CO 80520

Date: January 31, 2020

Job or Project: Firestone Bridge Repair / I-25 Frontage Road over St. Vrain River

TLM Constructors, Inc., will furnish all labor, material and equipment to complete the following scope of work at the unit prices quoted.

Item #	Client #	Description	Quantity	Unit	Unit Price	Total
5	202-00210	Removal of Concrete Pavement	70	SY	$ 30.00	$ 2,100.00
10	202-00220	Rem Asphalt Mat	51	SY	$ 25.00	$ 1,275.00
15	202-00246	Rem Asphalt Mat (Planing)(Special)	1453	SY	$ 7.00	$ 10,171.00
20	202-00504	Rem Exp Device	45	LF	$ 304.00	$ 13,680.00
25	208-00045	Conc Washout Str	1	EACH	$ 975.00	$ 975.00
30	208-00035	Aggregate Bag	100	LF	$ 8.00	$ 800.00
35	210-00425	Res Bridge Railing	84	LF	$ 42.00	$ 3,528.00
40	403-32741	Hot Mix Asphalt (Grading SG) (75) (PG 64-22)	27	TON	$ 160.00	$ 4,320.00
45	403-33741	Hot Mix Asphalt (Grading S) (75) (PG 64-22)	27	TON	$ 160.00	$ 4,320.00
50	403-34741	HMA (Gr SX) (75) (PG 64-22)	174	TON	$ 145.00	$ 25,230.00
55	518-01004	Br Expan Device (0-4 In)	43	LF	$ 275.00	$ 11,825.00
60	518-01060	Br Expan Device (Gland) (0-4 In)	43	LF	$ 78.00	$ 3,354.00
65	518-03000	Saw and Seal Br Joint	90	LF	$ 25.00	$ 2,250.00
70	601-03040	Concrete Class D (Bridge)	4.5	CY	$ 2,560.00	$ 11,520.00
75	602-00020	Reinf Steel (Epoxy)	380	LB	$ 4.50	$ 1,710.00
80	626-00000	Mobilization	1	L S	$ 20,850.00	$ 20,850.00
85	627-00004	Epoxy Pavement Marking	500	SF	$ 6.00	$ 3,000.00
90	630-00016	Traffic Control (Special) LS	1	L S	$ 17,500.00	$ 17,500.00
						$ -
		Bid Total				**$ 138,408.00**

Notes:

- **Payment terms per CDOT Specifications.**
- **Material Testing is not included in our quote, this cost may be added if requested.**
- **It is anticipated that construction will require road closure for 30 Calendar Days.**
- **Billing quantity will be based on actual quantity placed.**

Exclusions:

Surveying
Bond (Add 1.50% if Required)
Engineering
Material Testing
Night Work or Night Work Lighting
Erosion Control Inspections / SWAMP
Waterproofing Membrane on Bridge Deck
Deck Surface Repair or Patching

EXHIBIT B

PERFORMANCE BOND

- See attached form of Performance Bond

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
Town of Firestone
151 Grant Avenue (P.O. Box 100)
Firestone, CO 80520

CONTRACT
Effective Date of Agreement:
Amount: $
Description (*Name and Location*): **Town of Firestone Frontage Road Bridge Repairs – Project S2020-9223,** Firestone, Colorado

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

   2.3 Owner has agreed to pay the Balance of the Contract Price to:

      1. Surety in accordance with the terms of the Contract; or

      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

   3.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor, and with reasonable promptness under the circumstances:

      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefore to Owner; or

      2. Deny liability in whole or in part and notify Owner citing reasons therefore.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be

entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2 or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

   5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

   5.2 Additional legal, design professional and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

   5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

   11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

   11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

ROAD CLOSURE WITH DETOUR M.U.T.C.D TA-8

I-25 EAST FRONTAGE ROAD (CR 9 1/2) BETWEEN SH 119 AND SH 66

*NOT TO SCALE

*MESSAGE BOARDS WILL BE PLACED (7) DAYS PRIOR TO ROAD CLOSURE FOR DETOUR NOTIFICATION
*ALL DEVICES SHALL BE NCHRP-350 COMPLIANT
*PEDESTRIANS AND BICYCLIST ARE TO USE DETOUR ROUTE
*EMERGENCY SERVICES WILL BE NOTIFIED OF CLOSURE AND WILL USE DETOUR ROUTE

MESSAGE DURING CLOSURE

BRIDGE OUT AHEAD	NO ACCESS TO SH 119

MESSAGE PRIOR TO CLOSURE

ST. VRAIN BRIDGE WILL BE	CLOSED 3/1/20 - 3/31/20

MESSAGE DURING CLOSURE

BRIDGE OUT AHEAD	NO ACCESS TO SH 66

SCHEDULE OF DEVICES

3	DETOUR AHEAD	W20-2	36" X 36"
1	BRIDGE OUT 2 MILES	R11-2	60" X 30"
1	BRIDGE OUT .1 MILE	R11- 2	60" X 30"
2	BRIDGE OUT	SPECIAL	48" X 30"
2	DETOUR ARROW	W1-6	48" X 24"
8	DETOUR RT/LT	M4-9	30" X 24"
2	ROAD CLOSED AHEAD	W20-3	36" X 36"
2	BUSINESS ACCESS OPEN	SPECIAL	30" X 24"
2	MESSAGE BOARDS		
30	DRUMS		
8	BARRICADES		

APPROVAL:

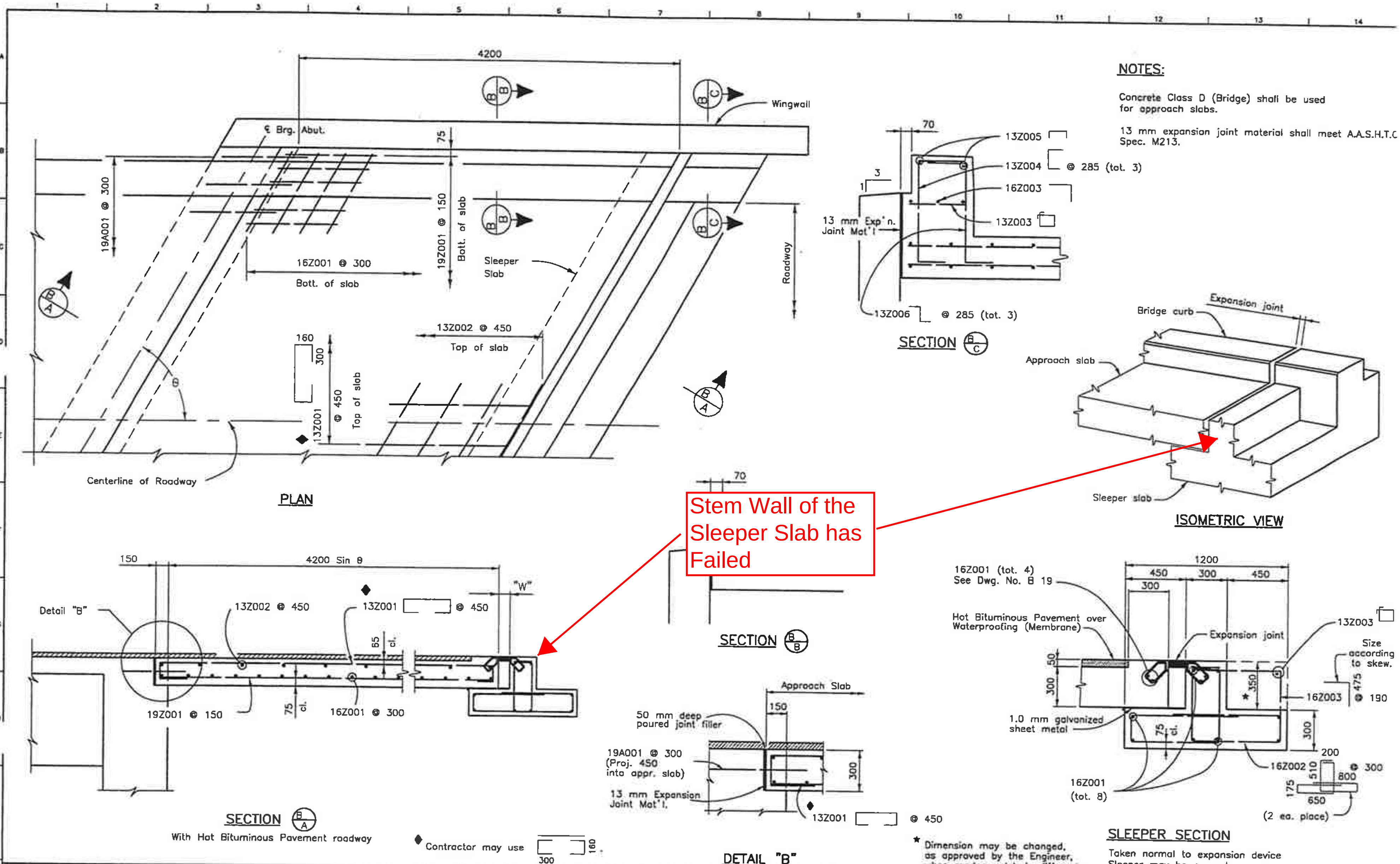
BY:_____
TLM CONSTRUCTORS

BY:_____
TOWN OF FIRESTONE

BY: Jared Bodine
ROADWAY SAFETY SOLUTIONS, LLC

Owner	COLORADO DEPT. OF TRANSPORTATION
Project Name	ST. VRAIN BRIDGE
Project Number	
Prime Contractor	TLM CONSTRUCTORS
Traffic Control Contractor	ROADWAY SAFETY SOLUTIONS, LLC
Phone	970-483-9800
Sheet Number	1
Date	JANUARY 23, 2020
Prepared By	JARED BODINE

Untitled Map
Write a description for your map.
Legend
Weld County Road 9
E I25 Frontage Rd
Failed Expansion Joint
25
Google Earth
© 2019 Google
N
300 ft



Computer File Information			
Creation Date:		Initials:	JSV
Last Modification Date:	2-5-99	Initials:	SG
Full Path:			
Drawing File Name:	appslab.dwg		
Acad Ver.: R14	Scale:	Units:	

Sheet Revisions

Colorado Department of Transportation
4201 East Arkansas Avenue, Room 330
Denver, Colorado 80222-3400
Phone: 303-757-9352 FAX: 303-757-9197
Staff Bridge Branch

As Constructed
No Revisions:
Revised:
Void:

APPROACH SLAB DETAILS

Designer:	A. Harajli	Structure Numbers	D-17-AJ
Detailer:	J. Virdi		
Sheet Subset:	Bridge	Subset Sheets:	B 21 of 30

Project No./Code
IM 0253-154
12109
Sheet Number 49

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.a **Land Development** **Meeting Date:** February 26, 2020 **Initiated By:** Marty Ostholthoff **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 967: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO PUD REGIONAL COMMERCIAL AND PUD RESIDENTIAL A; AND APPROVING AN OFFICIAL DEVELOPMENT PLAN FOR LOTS 2 & 2A WITHIN DEL REY SUBDIVISION PLANNED UNIT DEVELOPMENT

SUMMARY

See Attachment 1, Staff Report.

HISTORY AND PREVIOUS BOARD ACTION

The subject property was annexed into the Town of Firestone in 1996 through the approval of Ordinance 345, known as the Dittmer Annexation. Concurrent with the annexation, the Town zoned the subject property PUD through the approval of Ordinance 346 (Attachment 4), "subject to the provisions of the approved PUD Outline Development Plan for the property."

Town staff has since learned that the approved PUD Outline Development Plan was never recorded in the public records with Weld County, leaving the property zoned PUD without any permitted land uses, standards, etc.

A review of Town records provided no information or records of the "approved PUD Outline Development Plan" that was reviewed by the Town as part of the approval of Ordinance 346. The Town has an unrecorded purported copy of the PUD Outline Development Plan (Attachment 5), however, there is no way to verify that this is what was reviewed as part of Ordinance 346.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Ordinance 967.

ALTERNATIVES

N/A

ATTACHMENTS

1. 9.a - BOT Staff Report 2020 02-26
2. 9.a - Ord 967 Hobby Horse ODP Final
3. 9.a - Lots 2 & 2A Del Rey Subdivision ODP
4. 9.a - Ordinance 346 Dittmer Zoning (1996)
5. 9.a - Del Rey Subdivision ODP (Purported Copy-Not Recorded)

FINANCIAL CONSIDERATIONS

N/A

Staff Report

Lot 2 and Lot 2A, Del Rey Subdivision PUD

Outline Development Plan

Prepared by the
Town of Firestone for the
Board of Trustees

February 26, 2020

Applications
This staff report is for the proposed Lot 2 and Lot 2A, Del Rey Subdivision Planned Unit Development Outline Development Plan ("ODP"). The applicant for the ODP is Kris Espinosa.

Notice
Pursuant to the Town Code and Development Regulations, proper notification of the public hearing 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 due east of the intersection of Silver Birch Boulevard and Bella Rosa Parkway, addressed as 5220 CR 20 (Bella Rosa Parkway). The ODP is a step in the Firestone Development Review process prior to future development occurring on the property.

Site Analysis
The proposed ODP is approximately 13.9 acres in size. The site is currently developed and has been functioning as the Hobby Horse Farms equestrian center for more than 25 years, including prior to the property being annexed into the Town of Firestone.

ODP Analysis
The proposed ODP is requested to provide clarity to the original Planned Unit Development zoning approved with the 1996 annexation of the Del Rey Subdivision by Ordinance 346, as the Outline Development Plan proposed at that time was not recorded. This Outline Development Plan is for Lots 2 and 2A only, both of which have existing uses to be continued as described on Sheet 1 of the ODP.

In general, the uses requested to be permitted on Lot 2 are for the Hobby Horse Farms equestrian center, including; indoor/outdoor riding arenas, boarding for up to 80 horses, associated paddocks and accessory structures. Additionally, events are held at the equestrian center, including; horse shows, training clinics, summer day camps and birthday parties. Horse shows are limited to be operated between 8 am and 9 pm, and horse training clinics limited to be operated from 9 am to 5 pm. Parking for all proposed operations is accommodated by on-site parking. Future development on Lot 2 shall follow the RC (Regional Commercial) setback and height standards as identified in the Firestone Development Regulations.

The uses requested to be permitted on Lot 2A include the two existing residences and a horse boarding barn. Future development on Lot 2A shall follow the R-A (Residential-A) land use, setback and height standards as identified in the Firestone Development Regulations.

Overall, the proposed ODP provides much greater detail on the current use of the property as compared to the land use and zoning description provided on the unrecorded copy of the ODP from 1996.

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

Circulation
There are two existing access points into the subject property; from Bella Rosa Parkway and Silver Birch Boulevard. Both Bella Rosa Parkway and Silver Birch Boulevard are controlled by the Town of Frederick. Any changes in access into the property in the future will require approval of the Town of Frederick. Additionally, the Town of Frederick has requested additional right-of-way dedications along Bella Rosa Parkway from the applicant. The dedication of additional right-of-way would take place concurrent with a future subdivision/development plan application.

Public Land Dedication
No public land dedication is required pursuant to the proposed ODP and the Town's Development Regulations. By previous Agreement, cash-in-lieu payments are required in lieu of public land dedications for Lots 2 and 2A.

Fiscal Impacts
Having a mixture of equestrian/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. The property is served by the Central Weld Water District for water service and St. Vrain Sanitation District for sanitary sewer services. Additional utility and service details/studies will be provided if/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 draft Ordinance 967, an ordinance approving the application with conditions.

ORDINANCE NO. 967

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO PUD REGIONAL COMMERCIAL AND PUD RESIDENTIAL A; AND APPROVING AN OFFICIAL DEVELOPMENT PLAN FOR LOTS 2 & 2A WITHIN DEL REY SUBDIVISION PLANNED UNIT DEVELOPMENT

WHEREAS, Kris Espinosa (the "Applicant") has submitted an application for zoning certain land fully described and depicted on Exhibit A and to establish an Outline Development Plan (the "ODP"),for Lots 2 & 2A located within Del Rey Subdivision Planned Unit Development (the "PUD")to allow for residential and equestrian development (collectively, the "Application"); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Application held on February 5, 2020, 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-20-04, dated February 5, 2020; and

WHEREAS, on February 26, 2020, 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-RC (Planned Unit Development/Regional Commercial) and PUD-R-A (Planned Unit Development/Residential-A) Zoning District.

Section 2. The Del Rey Subdivision PUD Outline Development Plan for Lots 2 and 2A, attached hereto as Exhibit B, is hereby approved, conditioned upon satisfaction of the following conditions:

a. Provide an updated title commitment showing Kris Espinosa as owner when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

b. Minor, technical corrections to the ODP shall be made to the Town's satisfaction

Section 3. Upon timely compliance with all conditions set forth 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-RC (Planned Unit Development/Regional Commercial) and PUD-R-A (Planned Unit Development/Residential-A) 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 February, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

EXHIBIT A
Legal Description

LOT 2, DEL REY SUBDIVISION AS PER THE PLAT RECORDED JULY 28, 2006 AT RECEPTION NO. 3406702, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, CONTAINING 11.63 ACRES, MORE OR LESS

TOGETHER WITH;

LOT 2A, DEL REY SUBDIVISION AS PER THE PLAT RECORDED JULY 28, 2006 AT RECEPTION NO. 3406702, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, CONTAINING 2.36 ACRES, MORE OR LESS

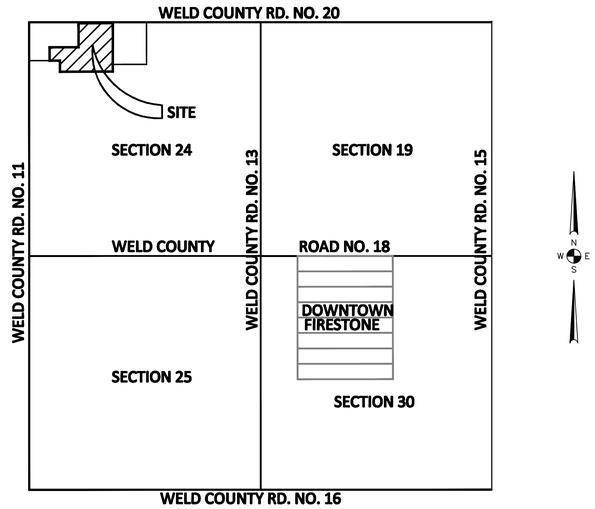
TOTAL AREA CONTAINS 13.99 ACRES, MORE OR LESS.

EXHIBIT B
Lots 2 & 2A Del Rey Subdivision PUD Outline Development Plan

OUTLINE DEVELOPMENT PLAN

LOTS 2 & 2A DEL REY SUBDIVISION

A PLANNED UNIT DEVELOPMENT
TOWN OF FIRESTONE
COUNTY OF WELD
STATE OF COLORADO
SHEET 1 OF 2



VICINITY MAP

OUTLINE DEVELOPMENT PLAN DESCRIPTION

A PARCEL OF LAND LOCATED IN PART OF THE NW ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 24 SOUTH 89°42'53" EAST, A DISTANCE OF 1,416.42 FEET; THENCE SOUTH 00°14'03" WEST, A DISTANCE OF 30.00 FEET; TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROAD 20, THE POINT OF BEGINNING; THENCE SOUTH 00°14'03" WEST, A DISTANCE OF 732.91 FEET; THENCE SOUTH 01°37'50" WEST, A DISTANCE OF 84.71 FEET; THENCE NORTH 89°42'53" WEST, A DISTANCE OF 759.79 FEET; THENCE NORTH 00°01'20" WEST, A DISTANCE OF 199.07 FEET; THENCE NORTH 89°42'53" WEST, A DISTANCE OF 77.35 FEET; THENCE NORTH 04°35'49" WEST, A DISTANCE OF 309.86 FEET; THENCE SOUTH 89°42'53" EAST, A DISTANCE OF 239.24 FEET; THENCE NORTH 00°27'28" EAST, A DISTANCE OF 310.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROAD 20; THENCE FOLLOWING SAID RIGHT-OF-WAY LINE SOUTH 89°42'53" EAST A DISTANCE OF 625.73 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 13.99 ACRES, MORE OR LESS.

ZONING PARCEL LEGAL DESCRIPTIONS

LOT 2, DEL REY SUBDIVISION, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LOT 2A , DEL REY SUBDIVISION, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LAND USE AND ZONING

- LOT 2 - EQUESTRIAN CENTER ON 11.63 ACRES SHALL FOLLOW THE REGIONAL COMMERCIAL (RC) SETBACK AND HEIGHT STANDARDS AS IDENTIFIED IN THE FIRESTONE DEVELOPMENT REGULATIONS. THE FOLLOWING USES SHALL BE PERMITTED:
  THE EXISTING EQUESTRIAN CENTER LOCATED ON LOT 2 (PREVIOUSLY KNOWN AS THE DITTMER EQUESTRIAN CENTER AND CURRENTLY KNOWN AS HOBBY HORSE FARMS) CONSISTS OF AN INDOOR RIDING ARENA, OUTDOOR ARENAS, PADDOCKS AND ACCESSORY STRUCTURES AND INCLUDES THE FOLLOWING USES:

1. BOARDING OF UP TO 80 HORSES (INCLUDING EQUESTRIAN CENTER OWNER'S HORSES) AT ANY GIVEN TIME. MOST OF THE HORSE OWNERS COME TO RIDE OR VISIT THEIR HORSES SEVERAL TIMES A WEEK.
2. HORSE SHOWS WITH UP TO 100 PARTICIPANTS, ONE-DAY OR TWO-DAY WEEKEND EVENTS, MAXIMUM OF 20 SHOWS PER YEAR. SHOWS THAT HAVE OCCURRED TO DATE ON SITE INCLUDE COLORADO HUNTER/JUMPER ASSOCIATION SANCTIONED SHOWS, INTERSCHOLASTIC EQUESTRIAN ASSOCIATION SHOWS, INTERCOLLEGIATE HORSE SHOW ASSOCIATION SHOWS, AND SCHOOLING/OUTREACH SHOWS.
3. HORSE TRAINING CLINICS FOR UP TO 20 PARTICIPANTS, ONE-DAY OR TWO-DAY EVENTS. SOME CLINICS INCLUDE CLINICIANS WHO ARE WORLD-CLASS RIDERS AND TRAINERS WITH UP TO 80 AUDITORS IN ATTENDANCE. CLINICS MAY ALSO INCLUDE HORSE RESCUE TRAINING FOR LOCAL FIREFIGHTERS, HORSE VAULTING COACHING, PONY CLUB TRAINING EVENTS AND 4-H CLUB TRAINING EVENTS.
4. TRAINING OF UP TO 10 BOARDED HORSES AT ANY GIVEN TIME.
5. RIDING CLASSES UP TO 20 STUDENTS DAILY.
6. FOUR SUMMER DAY CAMPS WITH UP TO 20 PARTICIPANTS ON WEEKDAYS THROUGHOUT THE SUMMER MONTHS. DAY CAMPS INCLUDE EVENTS FOR 4-H CLUBS, PONY CLUBS AND SCOUT CLUBS.
7. UP TO SIX CATTLE ROPING AND PENNING ONE-DAY EVENTS PER YEAR FOR UP TO 30 CONTESTANTS. CATTLE ARE HAULED IN AND OUT FOR THE DAY OF EACH EVENT, AND CONTESTANTS BRING OWN HORSES.
8. UP TO 30 BIRTHDAY PARTIES PER YEAR FOR UP TO 25 CHILDREN PLUS PARENTS THAT INCLUDE PONY RIDES AND LAST ABOUT TWO HOURS.
9. UP TO THREE WORKING DOG TRIALS IN THE INDOOR ARENA PER YEAR FOR UP TO 24 PARTICIPANTS. PARTICIPANTS BRING OWN DOGS AND EQUIPMENT.
10. ADDITIONAL ACTIVITIES THAT VARY FROM YEAR TO YEAR INCLUDE OCCASIONAL BARBEQUES AND PARTIES INVOLVING THE CLIENTELE IN THE INDOOR ARENA AREA OR IN THE OUTDOOR GAZEBO AREA, OCCASIONAL CHURCH SPONSORED ACTIVITIES SUCH AS YOUTH BARN DANCES, AND OCCASIONAL TOURS FOR DAY CARE GROUPS.
11. OCCASIONAL FARM ANIMALS ON SITE FOR 4-H PROJECTS.
12. ALL HORSE TRAILER AND VEHICLE PARKING ASSOCIATED WITH THE ABOVE-DESCRIBED USES WILL CONTINUE TO BE ACCOMMODATED ON SITE. TEMPORARY STORAGE IS ALSO ACCOMMODATED ON SITE FOR UP TO 20 HORSE TRAILERS ASSOCIATED WITH THE BOARDED HORSES.
13. THE HORSE SHOWS ARE HELD FROM 8AM TO 9PM AND HORSE TRAINING CLINICS FROM 9AM TO 5PM.

- LOT 2A - RESIDENTIAL ON 2.36 ACRES SHALL FOLLOW THE RESIDENTIAL-A (R-A) LAND USE, SETBACK AND HEIGHT STANDARDS AS IDENTIFIED IN THE FIRESTONE DEVELOPMENT REGULATIONS.

PROJECT CONCEPT

THE INTENT OF THE OUTLINE DEVELOPMENT PLAN IS TO PROVIDE ADDITIONAL CLARITY TO THE ORIGINAL PLANNED UNIT DEVELOPMENT ZONING APPROVED WITH THE 1998 ANNEXATION OF THE DEL REY SUBDIVISION (ORDINANCE NO. 346), AS IT APPEARS THE OUTLINE DEVELOPMENT PLAN PROPOSED AT THAT TIME WAS NOT RECORDED. THIS OUTLINE DEVELOPMENT PLAN IS FOR LOTS 2 AND 2A ONLY, BOTH OF WHICH HAVE EXISTING USES TO BE CONTINUED AS DESCRIBED IN THE DESCRIPTION OF LAND USE ON SHEET 2.

REGIONAL IMPACT

THE EXISTING EQUESTRIAN CENTER HAS BEEN IN OPERATION FOR OVER 25 YEARS AT THIS SITE AND PROVIDES THE SURROUNDING COMMUNITY A MUCH-LOVED HORSE BOARDING, RIDING AND TRAINING EXPERIENCE THAT IS UNIQUE TO THE AREA, AS FIRESTONE AND FREDERICK HAVE DEVELOPED AROUND IT.

ENVIRONMENTAL CONCERNS

NO SIGNIFICANT ENVIRONMENTAL RESOURCES HAVE BEEN IDENTIFIED ON LOTS 2 AND 2A. ALL ONSITE DRAINAGE IS RELEASED AT HISTORIC RATES INTO THE EXISTING DRAINAGE DITCHES, AND ALL ANIMAL WASTE IS REMOVED FROM THE SITE ON A REGULAR BASIS AS NEEDED.

UTILITIES AND SERVICE REQUIREMENTS

EXISTING UTILITIES WILL CONTINUE TO SERVE BOTH LOTS AND INCLUDE CENTRAL WELD WATER AND ST .VRAIN SANITATION. FUTURE DEVELOPMENT OF THE LOTS IS SUBJECT TO THE SUBDIVISION AGREEMENT NO.3406701 RECORDED ON JULY 28, 2006.

CIRCULATION SYSTEMS

LOT 2 HAS DIRECT FRONTAGE ON BELLA ROSA PARKWAY, AND THE EXISTING ACCESS OFF BELLA ROSA PARKWAY WILL CONTINUE TO BE THE PRIMARY ACCESS FOR THE EQUESTRIAN CENTER. THE EXISTING ACCESS FOR LOT 2A OFF SILVER BIRCH BOULEVARD WILL CONTINUE TO BE THE PRIMARY ACCESS FOR THAT LOT AND SECONDARY ACCESS FOR LOT 2.

BUILDING HEIGHTS

BUILDING HEIGHTS OF ANY NEW STRUCTURES WILL BE IN ACCORDANCE WITH FIRESTONE CODE REQUIREMENTS.

SCHEDULE OF DEVELOPMENT

NO NEW DEVELOPMENT IS PROPOSED AT THIS TIME.

PRIVATE MAINTENANCE ENFORCEMENT

MAINTENANCE OF LOTS 2 AND 2A WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OF LOTS 2 AND 2A.

ENGINEERS CERTIFICATE

PARCEL OF LAND DESCRIBED AS LOT 2 & LOT 2A OF DEL REY SUBDIVISION , TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

_____
JOEL SEAMONS
P.E. # 37162
ROCKY RIDGE CIVIL ENGINEERING
420 21ST AVENUE
SUITE 101
LONGMONT, CO 80501

ACCEPTANCE BLOCK

BY SIGNING THIS ODP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL OF THE REQUIREMENTS AND INTENT 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 BLOCKS

APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO THIS

_____ DAY OF ____20___ BY ORDINANCE NO. _____

MAYOR ATTEST TOWN CLERK

RECORD TITLE INFORMATION - EASEMENTS AND RIGHT OF WAY

MAINTENANCE OF LOTS 2 AND 2A WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OF LOTS 2 AND 2A.
TITLE COMMITMENT NUMBER K25170464-2 DATED 12/30/19

OWNER

KRISTEN R. ESPINOSA
5436 BOBCAT STREET
FREDERICK, CO 80504

CONSULTANTS

ROSI DENNETT, AICP, FRONT RANGE LAND SOLUTIONS
210 LINCOLN STREET
LONGMONT, CO 80501
303.682.9729

ROCKY RIDGE CIVIL ENGINEERING
420 21ST AVE, SUITE 101
LONGMONT, CO 80501
303.651.6626

NO.	DATE	DESCRIPTION	BY
2	2/12/20	TEXT CHANGE	JRS
1	1/30/20	COUNTY COMMENTS	JRS

Rocky Ridge Civil Engineering
420 21st Ave, Suite 101
Longmont, CO 80501
303.651.6626
http://rockyridgecivil.com

LOTS 2 & 2A DEL REY SUBDIVISION ODP

JOB NO 817-1
CAD NO 8171BASE
DATE 01/10/20

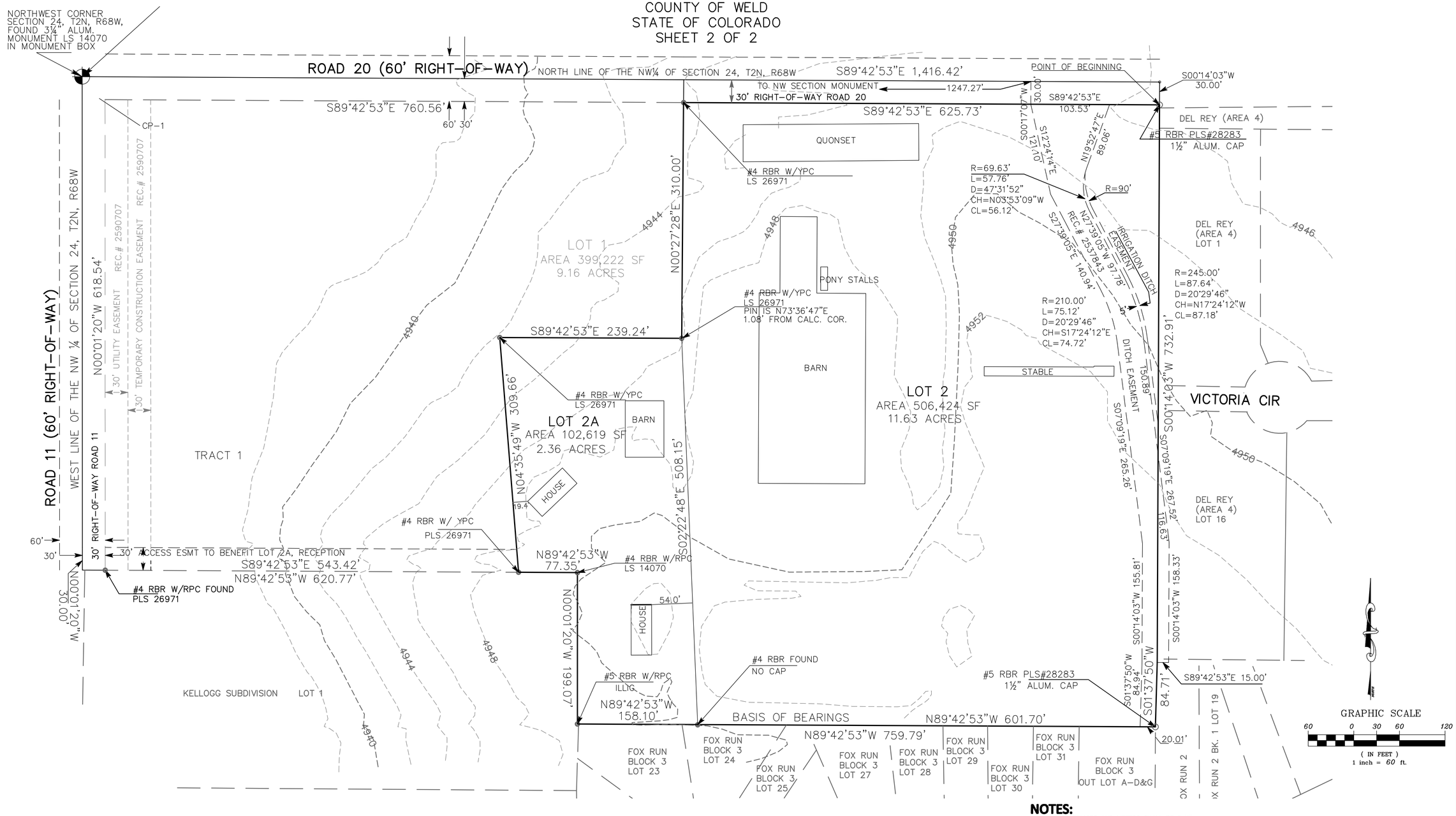
COVER SHEET

SHEET NO
1 OF 2

OUTLINE DEVELOPMENT PLAN

LOTS 2 & 2A DEL REY SUBDIVISION

A PLANNED UNIT DEVELOPMENT
TOWN OF FIRESTONE
COUNTY OF WELD
STATE OF COLORADO
SHEET 2 OF 2



LAND USE TABLE

LOT	USE	AREA
2	EQUESTRIAN CENTER	11.63 AC
2A	RESIDENTIAL	2.36 AC

GRADING LEGEND

4946 EXISTING 2' CONTOURS

4950 EXISTING 10' CONTOURS

NOTES:

1. WATER SERVICES AND METERS SHALL BE 3/4";
2. SANITARY SERVICES SHALL BE 4" PVC;
3. UNDERDRAIN MAINS SHALL BE SOLID 6" PVC, SERVICES SHALL BE SOLID 4" PVC, CLEANOUTS SHALL BE 6" DIAMETER, AND INSPECTION MANHOLES SHALL BE CORE DRILLED; ALL CONNECTIONS TO EXISTING MANHOLES SHALL BE CORE DRILLED;
4. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE, EXCAVATE, POTHOLE, AND FIND THE EXISTING UTILITIES.
5. THE UTILITY LINES SHOWN IN THESE PLANS ARE REPRESENTED TO THE BEST OF THE ENGINEERS KNOWLEDGE;
6. OWNERSHIP AND MAINTENANCE RESPONSIBILITY:
   - 6.1. INLETS, CONCRETE PANS, MANHOLES, TRASH PACK, RIPRAP, BOX CULVERT AND PIPE IN THE ROW AND IN OUTLOT "A", WILL BE OWNED AND MAINTAINED BY THE CITY OF LONGMONT;
   - 6.2. ALL ONSITE DRAINAGE FACILITIES WILL BE OWNED AND MAINTAINED BY THE PROPERTY HOA. THESE INCLUDE
7. THE FOLLOWING; SOUTH PARCEL SWALE AND STORM PIPES NOT LOCATED IN THE RIGHT-OF-WAY OR GREENWAY AND WATER QUALITY POND, FOREBAY, OUTLET STRUCTURE WITH PIPE AND DRAIN PAN LOCATED IN THE WATER QUALITY FACILITY.
8. TOPOGRAPHY SHOWN IN THIS EXHIBIT WAS COMPLETED BY ACCURATE ENGINEERING IN SUMMER OF 1996. CONTROL POINT 1 (CP-1) WAS PROVIDED ON THE SOUTHEAST CORNER OF WCR 11 & WCR 20. ELEVATION 4927.02.
9. LOCATIONS OF THESE BUILDINGS ARE APPROXIMATE.

NO.	DATE	DESCRIPTION	BY
1	1/30/20	COUNTY COMMENTS	JRS

Rocky Ridge Civil Engineering
420 21st Ave, Suite 101
Longmont, CO 80501
303.651.6626
http://rockyridgeciv8.com

LOTS 2 & 2A DEL REY SUBDIVISION ODP

PLAN VIEW

JOB NO 817-1
CAD NO 8171BASE
DATE 01/27/20

SHEET NO
2 OF 2

ORDINANCE NO. 344

AN ORDINANCE ZONING PROPERTY ANNEXED TO THE TOWN OF FIRESTONE AND KNOWN AS THE DITTMER ANNEXATION

WHEREAS, a petition for annexation of certain property, described in Exhibit A attached hereto and known as the Dittmer Annexation, was filed with the Board of Trustees of the Town of Firestone; and

WHEREAS, said property was annexed to the Town by ordinance; and

WHEREAS, the Board of Trustees must provide for the zoning of said property; and

WHEREAS, the Board of Trustees provided notice of the public hearing on said zoning by publication as provided by law; and

WHEREAS, no protests were received by the Town pursuant to C.R.S. §31-23-305; and

WHEREAS, the landowners of said property requested a PUD zoning classification in the petition to annex said property; and

WHEREAS, a PUD zoning classification is consistent with the Town's plan for the area; and

WHEREAS, the Firestone Planning Commission recommended the Board of Trustees's approval of a PUD zoning classification.

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

Section 1. That certain property known as the Dittmer Annexation, the legal description of which is set forth in Exhibit A attached hereto and incorporated herein by this reference, is hereby zoned PUD Zone District, to be subject to the provisions of the approved PUD Outline Development Plan for the property, pursuant to the zoning ordinances of the Town, and the Town zoning map shall be amended accordingly.

Section 2. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 25th day of July, 1996.

TOWN OF FIRESTONE, COLORADO

Mike Degge

~~Rick Patterson~~ MIKE DEGGE
Mayor PRO-TEM

Attest:

T. L. Peterson
Town Clerk

072496/1123[sar]c:firestone\dittanx.ord

EXHIBIT A

to

TOWN OF FIRESTONE, COLORADO

ORDINANCE NO. 346

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30.00' SOUTHERLY AND 30.00' EASTERLY OF THE NORTHWEST CORNER OF SAID SECTION 24, SAID POINT LYING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 11 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 20; THENCE S 89°42'53" E 2554.03 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT, SAID POINT BEING 80.00 FEET WEST OF, AND PARALLEL TO, THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24;

THENCE S 00°14'03" W 732.91 FEET ALONG SAID PARALLEL LINE; THENCE N 89°42'53" W 1167.74 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING CONCRETE DITCH; THENCE ALONG THE CENTERLINE OF SAID DITCH, S 01°37'50" W 84.71 FEET; THENCE N 89°42'53" W 759.79 FEET; THENCE N 00°01'20" W 199.07 FEET; THENCE N 89°42'53" W 620.77 FEET TO A POINT 30.00' EASTERLY OF, AND PARALLEL TO, THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 11; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 00°01'20" W 618.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 42.79 ACRES, MORE OR LESS.

OUTLINE DEVELOPMENT PLAN
DEL REY SUBDIVISION

A PLANNED UNIT DEVELOPMENT
TOWN OF FIRESTONE
COUNTY OF WELD
STATE OF COLORADO
SHEET 1 OF 2

OUTLINE DEVELOPMENT PLAN DESCRIPTION

A parcel of land situated in the Northwest quarter of Section 24, Township 2 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, being more particularly described as follows:

Beginning at the Northwest Corner of said Northwest 1/4. Thence S 89°42'53" E 2584.16 feet along the North line of said Northwest 1/4 to a point 80.00 feet West of the Northeast corner of said Northwest 1/4; Thence S 00°14'03" W 762.91 feet, parallel to the East line of said Northwest 1/4; Thence N 89°42'53" W 1167.74 feet to a point on the centerline of a concrete ditch; Thence along the centerline of the said ditch, S 01°37'50" W 84.71 feet; Thence N 89°42'53" W 759.79 feet; Thence N 00°01'20" W 199.07 feet; Thence N 89°42'53" W 650.78 feet to a point of the West line of said Northwest 1/4; Thence along the west line of said Northwest 1/4, N 00°01'20" W 648.54 feet to the POINT OF BEGINNING.

Containing 45.0 acres, more or less.

ZONING PARCEL LEGAL DESCRIPTIONS

AREA 1 – RESIDENTIAL – A (R-A) ZONE
A parcel of land located in the Northwest quarter of Section 24, Township 2 North, Range 68 West, of the 6th P.M., Town of Firestone, County of Weld, State of Colorado, more particulary described as follows:
Commencing at the Northwest corner of said Section 24; thence S 00°01'20" E, 340.00 feet along the west line of the Northwest 1/4 of said Section 24 to a point of intersection with a line 340.00 feet southerly of and parallel to the north line of the Northwest 1/4 of said Section 24, said point also being the POINT OF BEGINNING; thence S 89°42'53" E, 680.77 feet along said parallel line; Thence S 00°01'20" E, 308.54 feet along a line being parallel to the west line of the Northwest 1/4 of said Section 24; thence N 89°42'53" W, 680.77 feet along a line parallel to the north line of the Northwest 1/4 of said Section 24 to a point on the west line of the Northwest 1/4 of said Section 24; thence N 00°01'20" W, 308.54 feet along said line to the POINT OF BEGINNING.

Said parcel contains 4.82 acres, more or less.

AREA 2 – NEIGHBORHOOD CENTER (NC) ZONE
A parcel of land located in the Northwest quarter of Section 24, Township 2 North, Range 68 West, of the 6th P.M., Town of Firestone, County of Weld, State of Colorado, more particulary described as follows:
Beginning at the Northwest corner of said Section 24; thence S 89°42'53" E, 680.77 feet along the north line of the Northwest 1/4 of said Section 24; thence S 00°01'20" E, 340.00 feet along a line being parallel to the west line of the Northwest 1/4 of said Section 24 to a point on a line that is 340.00 feet southerly of and parallel to the north line of the Northwest 1/4 of said Section 24; thence N 89°42'53" W, 680.77 feet along said parallel line; thence N 00°01'20" W, 340.00 feet to the POINT OF BEGINNING.

Said parcel contains 5.31 acres, more or less.

AREA 3 – NEIGHBORHOOD CENTER (NC) ZONE
A parcel of land located in the Northwest quarter of Section 24, Township 2 North, Range 68 West, of the 6th P.M., Town of Firestone, County of Weld, State of Colorado, more particulary described as follows:
Commencing at the Northwest corner of said Section 24; thence S 89°42'53" E, 680.77 feet along the north line of the Northwest 1/4 of said Section 24 to the POINT OF BEGINNING; thence S 89°42'53" E, 735.65 feet continuing along said north line; thence S 00°14'03" W, 762.91 feet along a line being parallel to the east line of the Northwest 1/4 of said Section 24; thence S 01°37'50" W, 84.71 feet; thence N 89°42'53" W, 759.79 feet along a line parallel to the north line of the Northwest 1/4 of said Section 24; thence N 00°01'20" W, 199.07 feet along a line parallel to the west line of the Northwest 1/4 of said Section 24; Thence S 89°42'53" E, 30.00 feet along a line parallel to the north line of the Northwest 1/4 of said Section 24; Thence N 00°01'20" W, 648.54 feet along a line parallel to the west line of the Northwest 1/4 of said Section 24 to the POINT OF BEGINNING.

Said parcel contains 14.41 acres, more or less.

AREA 4 – RESIDENTIAL – A (R-A) ZONE
A parcel of land located in the Northwest quarter of Section 24, Township 2 North, Range 68 West, of the 6th P.M., Town of Firestone, County of Weld, State of Colorado, more particulary described as follows:
Commencing at the Northwest corner of said Section 24; thence S 89°42'53" E, 1416.43 feet along the north line of the Northwest 1/4 of said Section 24 to the POINT OF BEGINNING; thence S 89°42'53" E, 1167.74 feet continuing along said north line to a point on a line being 80.00 feet westerly of, and parallel to, the east line of the Northwest 1/4 of said Section 24; thence S 00°14'03" W, 762.91 feet along said line; thence N 89°42'53" W, 1167.74 feet along a line parallel to the north line of the Northwest 1/4 of said Section 24; thence N 00°14'03" E, 762.91 feet to the POINT OF BEGINNING.

Said parcel contains 20.45 acres, more or less.

NOTE: The legal descriptions shown hereon were prepared as a convenience only and is not intended for use in the division and/or conveyance of land in violation of Colorado Revised Statues 30-28-101

PROJECT CONCEPT

The intent of this project is to provide for growth development within the Phase 1 Planning Area of the Town of Firestone. This property is located at the intersection of Weld County Roads 11 and 20 (C.R.) which are both planned as arterial streets with C.R. 20 a primary link to a future interchange at Interstate Highway 25 one mile to the west.

This property is located where future commercial growth will take place. The concept for development of this property is to provide for a mixed-use development which will include commercial and office uses in accordance with the allowed uses under section 7.16.4 neighborhood center (NC) zone, expansion of the existing equestrian facility and estate-size residential lots in accordance with section 7.16.7 residential – A (R-A) Town of Firestone development regulations.

REGIONAL IMPACT

The regional impact of this development is that as residential development continues north and south of this project, uses allowed on this site will provide for the commercial demands for Growth Areas 1 and 2. The proposed uses fit proposed growth plan and designated transportation system for C.R.'s 11 and 20.

ENVIRONMENTAL CONCERNS

There are no environmental concerns. There are no trees, wetlands, wildlife, streams, flood plains, historic or archaeological sites on this property. The agricultural use of the property has been abandoned. One irrigation ditch crosses this property. This system will be maintained through this property to provide continued use to down line users.

UTILITIES

Utility service to the site will be upgraded by providing an extension of the Town of Firestone water system from the Central Weld County Water District in C.R. 9. A system of sanitary lines will be put in place for connection to a future sanitary trunk main. Interim temporary individual sewer disposal systems will be installed in accordance with approval by Saint Vrain Sanitation District. The cost of extension of water main system will be borne by the developer with a cost reimbursement participation agreement with the Town of Firestone.

SERVICE REQUIREMENTS

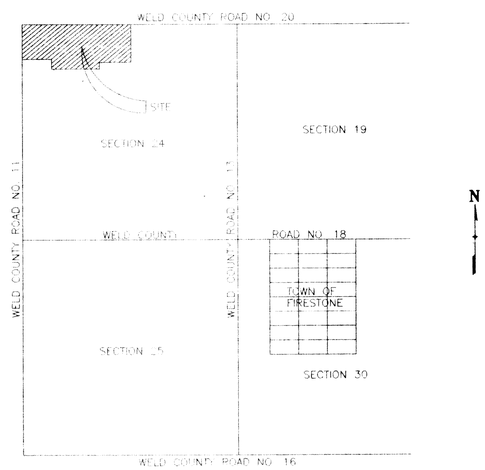
It is anticipated that existing public services of gas, electricity and telephone will be extended and expanded for this development.

CIRCULATION SYSTEMS

Circulation for Areas 1, 2 and 3 will be directly to C.R.'s 11 and 20. For the residential development of Area 4 a private roadway will be maintained as a rural gravel roadway.

BUILDING HEIGHTS

Building heights shall conform to Section 17.17.1.2 of the Development Regulations.



VICINITY MAP
SCALE 1"=2000'

OWNER:

G. L. & D. F. Dittmer
c/o Youth Benefits
11141 Irma Drive
Northglenn, CO 80233

CONSULTANT:

Accurate Consultants, Inc.
557 Burbank Street, Suite M
Broomfield, CO 80020

RECORD TITLE INFORMATION - EASEMENTS AND RIGHT-OF-WAY

Record title information is taken from title commitment no. 2492 dated 08/04/93. Accurate Surveys, Inc. cannot be responsible for the accuracy or completeness of the referenced title information, or for the location of easements or rights-of-way not referenced in said title commitment and not visible on the ground. Easements and rights-of-way shown on said title insurance commitment are shown hereon.

LAND USE AND ZONING

The proposed zoning is shown on the Land Use Table on sheet 2. The proposed commercial use of Area 2 is consistent with regional growth at major transportation intersections. The commercial use for Area 3 is consistent with the existing historic equestrian use and allows enhancement, expansion and improvement of this characteristic uses. The residential use of Areas 1 and 4 are complimentary to the principal use of the equestrian center.

For Areas 1 and 4 livestock is allowed in compliance with Section 7.16.14.3 of the Development Regulations.

For Area 3 the present specific use to be included with all other uses designated by Neighborhood Center (NC), Town of Firestone Development Regulations is an equestrian center which shall include further development of same use as allowed by the NC Zone. The Equestrian Center uses shall include, but not be limited to equine focused activities:

Breeding, rearing, training, showing, exercising; competition for show, dexterity, race; sales and trade of horses.

Gathering of people for participation in the above events both indoor and outdoor.

Providing services of entertainment, restaurant, food and drink distribution (including liquor).

Allowing storage, outdoor and indoor, of equipment for maintenance, care and transportation of livestock.

Allowing facilities for sale of equipment related to the above noted uses.

SCHEDULE OF DEVELOPMENT

AREA 1	Continued improvement as a single family detached residential site.
AREA 2	Within two years development of Tracts 2 and 3. Within 5 years development of Tract 1.
AREA 3	Within two years addition, expansion and improvement to equestrian center.
AREA 4	Immediately after approval, development of residential sites.

PRIVATE MAINTENANCE AND ENFORCEMENT

The single-family residential Area 4 will have a homeowners association with covenants, conditions and restrictions to provide maintenance of the private road, roadside swales and driveway culverts. Areas 1, 2, and 3 are responsible for on site drainage facilities, roadway swales and entry culverts adjacent to the respective areas.

SURVEYOR'S CERTIFICATE

I, James H. Luke, a Colorado Professional Land Surveyor, do hereby certify that this Outline Development Plan was created under my direct responsibility, supervision and checking, and that it is accurate to the best of my professional knowledge, opinion and belief.

JAMES H. LUKE
P.L.S. 14115

APPROVAL BLOCKS

Approved by the Planning Commission of the Town of Firestone, Colorado, this _____ day of _____, 19___.

Chairman _____ Secretary _____

Approved by the Town Board of Trustees of the Town of Firestone, Colorado this _____ day of _____, 19 ___.

Mayor _____ ATTEST: Town Clerk _____

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO)
COUNTY OF WELD)SS

I HEREBY CERTIFY THAT THIS MAP WAS FILED IN MY OFFICE AT_____O'CLOCK___.M., THIS _____DAY OF _____, 199___, AND IS RECORDED IN:

PLAN FILE _____
FEES _____ PAID _____
FILM _____
RECEPTION No. _____
BY _____

CLERK AND RECORDER _____ DEPUTY

ACCURATE CONSULTANTS, INC.
557 BURBANK STREET
SUITE M & O
BROOMFIELD, COLORADO 80020
(303)469-2202 FAX. (303)469-9085
COPYRIGHT © 1996

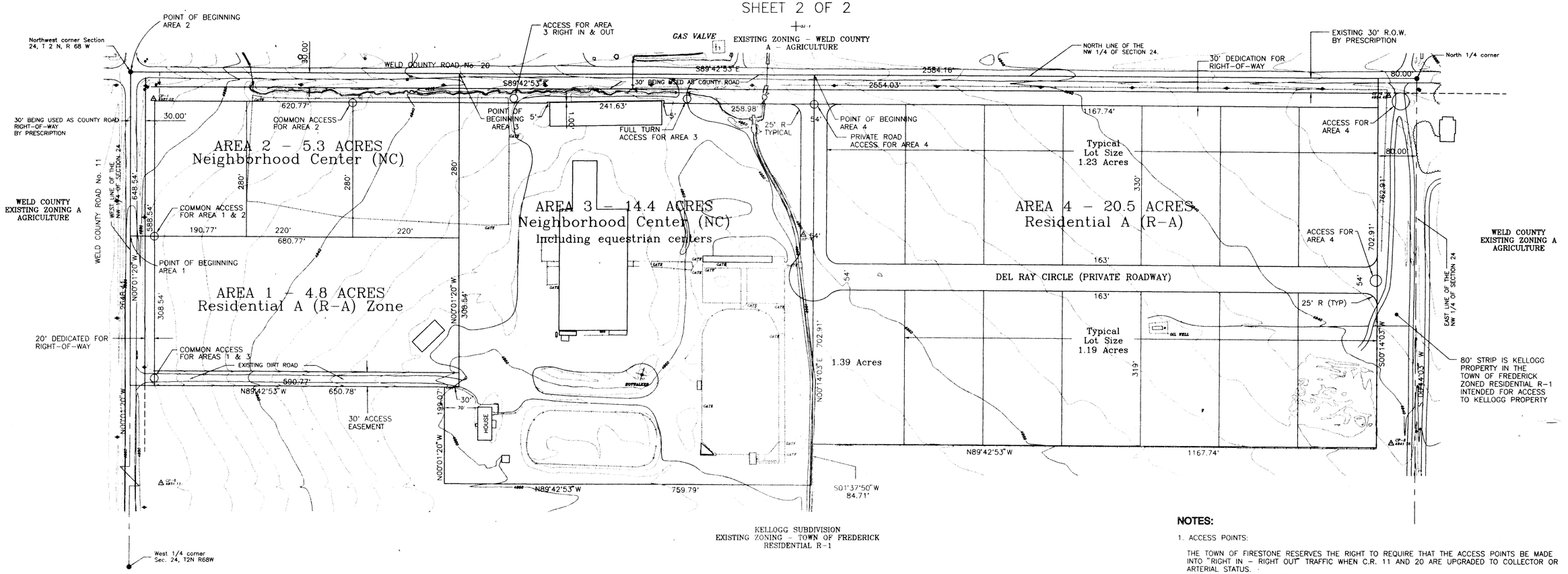
OUTLINE DEVELOPMENT PLAN FOR: G.L. DITTMER AND D.F. DITTMER

SHEET	REVISIONS		
1 OF 2	TOWN COMMENTS 7/23/96 BZ	DRAWN BY: IC/BZ	APPROVED BY: PRE
	TOWN COMMENTS 6/18/96	FIELD WORK BY: FD/AK	DATE OF SURVEY: 5/7/96
		DATE OF DWG: 5/10/96	PROJECT NO. 1DIT0102

OUTLINE DEVELOPMENT PLAN

DEL REY SUBDIVISION

A PLANNED UNIT DEVELOPMENT
TOWN OF FIRESTONE
COUNTY OF WELD
STATE OF COLORADO
SHEET 2 OF 2



NOTES:

1. ACCESS POINTS:

THE TOWN OF FIRESTONE RESERVES THE RIGHT TO REQUIRE THAT THE ACCESS POINTS BE MADE INTO "RIGHT IN – RIGHT OUT" TRAFFIC WHEN C.R. 11 AND 20 ARE UPGRADED TO COLLECTOR OR ARTERIAL STATUS.
THE RIGHT IS FOR LOCATIONS AT
1) SOUTH BOUNDARY OF AREA 1,
2) COMMON ACCESS OF AREAS 1 AND 2 TO C.R. 11,
3) COMMON SINGLE ACCESS POINT OF AREA 2 TO C.R. 20,
4) WEST ENTRY TO AREA 3 AND
5) PRIVATE ROAD WEST ACCESS AT TOP OF HILL ON C.R. 20.
FULL TURN INTERSECTIONS WILL BE ALLOWED AT APPROXIMATELY THE ONE-QUARTER (1/4) MILE AND ONE-HALF (1/2) MILE LOCATIONS ALONG THIS SECTION 24.

2. THE OWNER SHALL HAVE NINETY (90) DAYS AFTER THE APPROVAL OF AN ANNEXATION ORDINANCE BY THE TOWN WITHIN WHICH TO IMPLEMENT ONE OF THE FOLLOWING THREE (3) OPTIONS, IN THE OWNER'S SOLE DISCRETION, IN RESPECT TO ROAD ACCESS TO AND FROM THE SUBJECT PROPERTY TO COUNTY ROAD 20:

a) A WRITTEN AGREEMENT EXECUTED WITH THE KELLOGGS WHO OWN THE 450 FOOT BY 80 FOOT STRIP OF LAND IMMEDIATELY CONTIGUOUS TO AND EAST OF THE SUBJECT PROPERTY CREATING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AND DEVELOPMENT OF A ROAD OVER THE KELLOGG PROPERTY FOR USE OF THE OWNERS AND THE PUBLIC.

b) DEDICATION OF A PERMANENT 30 FEET WIDE EASEMENT FOR ROAD ACCESS AND UTILITIES ACROSS THE EAST SIDE OF THE OWNER'S LOT 7, BLOCK 1.

c) DEDICATION OF A PERMANENT EASEMENT FOR EMERGENCY ROAD ACCESS ONLY AND UTILITIES ACROSS THE EAST SIDE OF THE OWNER'S LOT 7, BLOCK 1.

3. OFF-SITE WATER IMPROVEMENTS:

a) THE OFF-SITE WATER IMPROVEMENTS INCLUDE A CONNECTION TO THE CENTRAL WELD COUNTY WATER DISTRICT (CWCWD) MAIN AT C.R. 9, INSTALLATION OF A MASTER METER AT THE ABOVE NOTED POINT OF CONNECTION, INSTALLATION OF A 12 INCH WATER MAIN IN C.R. 20 FROM THE MASTER METER TO A POINT AT THE EAST BOUNDARY OF OWNER'S PROPERTY AND A 12 INCH MAIN IN C.R. 11 FROM THE INTERSECTION OF C.R. 20 TO THE SOUTH END OF OWNER'S PROPERTY.

b) THE SCHEDULE OF REIMBURSEMENT SHALL BE FULL REIMBURSEMENT OF COST OF CONNECTIONS TO CWCWD'S MAIN AND THE 12 INCH MAIN FROM THE MASTER METER TO A POINT AT THE INTERSECTION OF C.R. 20 AND C.R. 11, A PORTION OF THE 12 INCH MAIN ALONG THE FRONTAGE OF OWNER'S PROPERTY ADJACENT TO C.R. 20 AND C.R. 11. THE REIMBURSEMENT SHALL BE THE COST OF OVERSIZING FROM AN 8 INCH TO A 12 INCH MAIN PLUS ONE-HALF THE INSTALLATION COST OF AN 8 INCH MAIN.

N

50 0 50 100 150

SCALE: 1" = 100 FEET

CONTOURS = 2 FOOT INTERVALS

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

LAND USE

ZONE	USE	DENSITY	AREA
AREA 1	RESIDENTIAL A (R-A)	LESS THAN 1 DUA	4.8 ACRES
AREA 2	NEIGHBORHOOD CENTER (NC)	FLOOR AREA RATIO✳	5.3 ACRES
AREA 3	NEIGHBORHOOD CENTER (NC) INCLUDING PUBLIC, PRIVATE AND COMMERCIAL EQUESTRIAN CENTERS	FLOOR AREA RATIO✳	14.4 ACRES
AREA 4	RESIDENTIAL A (R-A)	LESS THAN 1 DUA	20.5 ACRES
			45.0 ACRES

✳ FLOOR AREA RATIO SHALL BE DETERMINED AT TIME OF SITE PLAN DEVELOPMENT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THIS SURVEY IS THE WEST LINE OF NORTHWEST QUARTER OF SECTION 24, T 2 N, R 68 W, OF THE 6TH P.M., AS MONUMENTED AND SHOWN HEREON.

DESCRIPTION OF LAND USE

AREA 1 THIS AREA OF 4.8 ACRES PRESENTLY HAS THE EXISTING HOME OF THE OWNER. IT IS INTENDED THAT THIS AREA REMAIN RESIDENTIAL FOR THE OWNERS USE. THIS AREA IS ZONED FOR RESIDENTIAL A (R-A) WHICH ALLOWS UP TO 3 UNITS PER ACRE.

AREA 2 THIS AREA IS LOCATED AT THE INTERSECTION OF WELD COUNTY ROADS 20 AND 11 AND CONSISTS OF 5.3 ACRES. THE INTENT IS TO PROVIDE FOR COMMERCIAL, RETAIL AND SERVICE ACTIVITIES AS THE AREA DEVELOPS.

AREA 3 THIS AREA OF 14.4 ACRES IS PRESENTLY THE LOCATION OF THE DITTMER EQUESTRIAN CENTER. THIS PUD IS INTENDED TO PROVIDE FOR THE FURTHER DEVELOPMENT OF BREEDING, REARING, TRAINING, EXCERCISING, SHOWING COMPETITION OF HORSES, AND OTHER ACTIVITIES RELATED TO GATHERING OF PEOPLE FOR THESE EVENTS. THE ZONE FOR THIS AREA IS NEIGHBORHOOD CENTER (NC) WHICH PROVIDES FOR ANCILLARY USES SUCH AS:

RESTAURANT
TACK SHOP
ASSEMBLY FOR COMPETION AND SPECTATOR VIEWING
RESIDENCES (EXISTING TO REMAIN) FOR CARETAKER OF EQUESTRIAN CENTER

THE EXISTING STRUCTURES AND USES ARE INCORPORATED INTO THIS O.D.P. FOR AREA 3. THE EXISTING EQUESTRIAN FACILITIES AND THEIR USES MAY BE EXPANDED AND ENHANCED TO INCLUDE EQUESTRIAN RELATED ACTIVITIES. EXISTING EQUESTRIAN ACTIVITIES, BY WAY OF EXAMPLE RODEOS AND ALL OTHER EQUESTRIAN RELATED EVENTS, FOOD SALES, BEVERAGE SALES, INDOOR AND OUTDOOR ENTERTAINMENT, RETAIL SALES, TACK AND FEED SALES, AND OTHER RELATED ACTIVITIES, PROVIDED HOWEVER, THAT SUCH EXPANSION OF ACTIVITIES SHALL BE IN CONFORMANCE WITH AND SHALL NOT VIOLATE EXISTING TOWN OF FIRESTONE ORDINANCES AND DEVELOPMENT REGULATIONS.

AREA 4 THIS AREA CONSISTS OF 20.5 ACRES AND IS ZONED FOR RESIDENTIAL DEVELOPMENT. THIS AREA IS PROPOSED FOR 14 SINGLE FAMILY DETACHED RESIDENCES WITH THE ALLOWED USE OF HORSES, KEEPING IN ACCORDANCE WITH THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS SECTION 7.16.14.3.

ACCURATE CONSULTANTS, INC.
557 BURBANK STREET
SUITE M & O
BROOMFIELD, COLORADO 80020
(303)469-2202 FAX: (303)469-9085

COPYRIGHT © 1996

OUTLINE DEVELOPMENT PLAN FOR: G.L. DITTMER AND D.F. DITTMER

SHEET 2 OF 2

REVISIONS
TOWN COMMENTS 7/23/96 BZ
UPDATE 6/18/96
ADD CONTOURS 5/21/96 BZ

DRAWN BY: IC/BZ
FIELD WORK BY: PWS/TW
DATE OF DWG: 5/10/96
APPROVED BY: JHL
DATE OF SURVEY: 5/7/96
PROJECT NO. 1DIT0102

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.b **Land Development** **Meeting Date:** February 26, 2020 **Initiated By:** Millissa Berry **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: RESOLUTION 20-22: A RESOLUTION APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

SUMMARY

The applicant, Barefoot Lakes LLC, is requesting the following: to (1) replat Lot 25 and Tract C of Filing 3 including vacation of certain easements and (2) amendment the Filing 3 final development plan to allow for a community building, allow an option for screens for select paired homes, and to remove the restriction against the use of artificial turf. The subject resolution approves the FDP amendment request. Please see staff report for additional information.

HISTORY AND PREVIOUS BOARD ACTION

The Barefoot Lakes Filing 3 Final Development Plan was approved by the Town Board of Trustees at the May 23, 2018 regular meeting.

At the February 6, 2020 regular meeting, the Planning and Zoning Commission adopted Resolution No. PC-20-03, a resolution recommending approval of Amendment #1 of the Barefoot Lakes Filing No. 3 Final Development Plan with conditions.

RECOMMENDATION

Staff recommends that the Town Board of Trustees approve Resolution 20-22 approving the requests with conditions noted on the resolution.

ALTERNATIVES

n/a

ATTACHMENTS

1. 9.b TB Reso 20-22 FDP Amendment + Ex A
2. 9.b BFL No. 3, 1st Replat FDP 1st Amendment PC Staff Report
3. 9.b Barefoot Lakes Filing 3 FDP Amendment #1

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 20-22

A RESOLUTION APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

WHEREAS, on May 23, 2018, the Board of Trustees adopted Resolution 18-23, approving a Final Development Plan "FDP" for BAREFOOT LAKES FILING NO. 3, a subdivision providing 107 lots (the "Property") for single-family residential uses consistent with the R-A Zone District within the Town of Firestone; and

WHEREAS, there is an existing restriction against artificial turf grass applicable to the entirety of the Property within Barefoot Lakes Filing No.3; and

WHEREAS, Barefoot, LLC ("Applicant"), as owner of the Property, has submitted an application to amend the existing FDP, entitled "Barefoot Lakes Filing No. 3, Final Development Plan, Amendment No. 1": (a) to remove the artificial turf landscaping restriction and to allow for the installation and maintenance of artificial turf on single-family residential lots pursuant to newly enacted Town standards relating to artificial turf; (b) to add an option to allow for the construction and installation of vertical screens at the front yard patio/deck between attached dwelling units applicable to certain lots within Blocks 3 and 4 of the Property and (c) to allow for the construction of a 2,200 square foot on building Lot 25, Block 1 of the Property and use of such building as a community facility, as shown on the attached Exhibit A (collectively, the "Application"); and

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

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Town Board of Trustees finds and determines that the Application is complete, that the Applicant has met the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Regulations.

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

Section 1. The Barefoot Lakes Filing No. 3, Final Development Plan, Amendment No. 1, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, subject to and contingent upon compliance with the following conditions:

(a) Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

(b) All minor, technical corrections to the Barefoot Lakes Filing No. 3, Final Development Plan, Amendment No. 1 shall be made to the Town's satisfaction.

(c) The approval by the Board of Trustees of, and the recordation of, the Barefoot Lakes Filing No. 3, Replat #1 within 90 days of the date of Board of Trustees approval thereof.

(d) The Barefoot Lakes Filing No. 3, Final Development Plan, Amendment No. 1 shall not be recorded until such time as all conditions of this section have been fulfilled by Barefoot, LLC.

Section 2. Approval of the Barefoot Lakes Filing No. 3, Final Development Plan, Amendment No. 1 that is the subject of this resolution shall be null and void if the conditions set forth in Section 1 above are not complied with, unless extended by Resolution of the Board.

PASSED AND ADOPTED this 26th day of February, 2020.

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

EXHIBIT A

Barefoot Lakes Filing No. 3, Final Development Plan, Amendment No. 1

APPROVAL BLOCK

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

_____ _____

Mayor ATTEST: Town Clerk

ACCEPTANCE BLOCK

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

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

_____
Name, Title (printed)

STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

Witness my hand and official seal
My commission expires _____ _____
Notary Public

AND

_____
Name, Title (printed)

STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

Witness my hand and official seal
My commission expires _____ _____
Notary Public

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

_____
Name, Title (printed)

STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

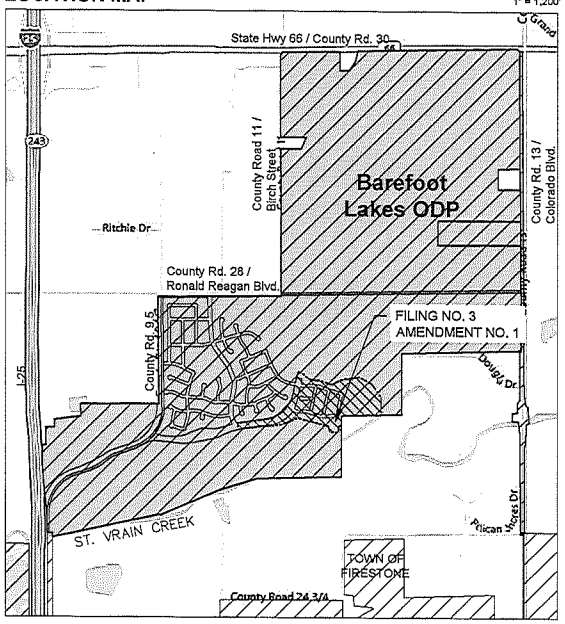
Witness my hand and official seal
My commission expires _____ _____
Notary Public

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
COVER AND NARRATIVE
Town of Firestone
Weld County
State of Colorado
Sheet 1 of 6

EXHIBIT A

LOCATION MAP

1" = 1,200'



FIRESTONE TOWN LIMITS | BAREFOOT LAKES ODP | FILING NO. 3, AMENDMENT NO. 1

SHEET INDEX

Sheet No.	Sheet Title
1.	Cover and Narrative
2.	Fine Grading Plan
3.	Planting Plan
4.	Materials Plan
5.	Fencing Plan
6.	Architectural Elevations

OWNER / DEVELOPERS

Barefoot, LLC.
6465 S. Greenwood Plaza Blvd,
Suite 700
Centennial, CO 80111
Tel: (303) 790-6311
Facsimile: (303) 706-9453
Email: Dave Carro
David.Carro@brookfieldrp.com

TECHNICAL CONSULTANTS

CIVIL ENGINEER:
Redland
1500 West Canal Court
Littleton, CO 80120
Tel: (720) 283-6783
Email: Fred Tafoya
ftafoya@redland.com

LANDSCAPE ARCHITECT:
DESIGNWORKSHOP
1390 Lawrence Street
Suite100
Denver, CO 80204-2048
Tel: (303) 623-5186
Email: Jake Sippy
jsippy@designworkshop.com

ARCHITECTURE:
Locus Design Group
Littleton, CO 80125
Tel: (303) 949-8184
Email: Dave Boyle
dboyle@locusdg.com

LEGAL DESCRIPTION

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A PARCEL OF LAND BEING ALL OF BAREFOOT LAKES FILING NO. 3 AS RECORDED ON 08/13/2018 UNDER RECEPTION NO. 4422565, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE LOCATED WITHIN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 43.629 ACRES, (1,900,461 SQUARE FEET), MORE OR LESS.

PROJECT NARRATIVE

Project Concept

This document is an Amendment to Barefoot Lakes Filing No. 3 FDP, recorded on 8/13/2018 at Rec. No. 4422567 at the office of Weld County Clerk and Recorder.

The purpose of this Amendment is to make adjustments to the Filing 3 FDP.

One general adjustment to the entire Filing is to remove the restriction against artificial grass found in the Landscape Standards. This will now be governed by Town Code, Development Regulations and community Design Guidelines.

A second general adjustment to the entire Filing is the allowance of vertical screens at the attached dwelling units. Visual screens at the side yard patio / deck are only allowed at the attached units, and are limited to one of any two adjacent side yards. Typical screen designs and locations must be approved by the Barefoot Lakes Design Review Committee. Screens must comply with applicable building codes.

Lot 25, Block 1 will now serve as a community facility. This facility is open for use by Barefoot Lakes residents only, and will not operate in a commercial fashion. Due to the nature of this facility, this lot is allowed greater encroachments into setbacks than the residential lots. The Building Setback Table on page 3 of the recorded FDP shall be modified to allow the following encroachments into setbacks for decks, patios, porches and balconies (and associated retaining walls) in this specific lot only: 5 feet into the side yard setback, and 12 feet into the rear yard setback.

Landscape Design Standards

Page 13 of the original Filing No. 3 FDP shall be modified in the following manner: *Guiding Principal 2.1, relating to the prohibition of artifical turf (AKA "Astroturf" or synthetic turf), shall be deleted.*

Note that Town Code and Barefoot Lakes CCRs, and Design Guidelines may regulate synthetic turf, this merely removes the restriction from the FDP.

DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Asheville • Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3 AMENDMENT NO. 1 FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 1 of 6	

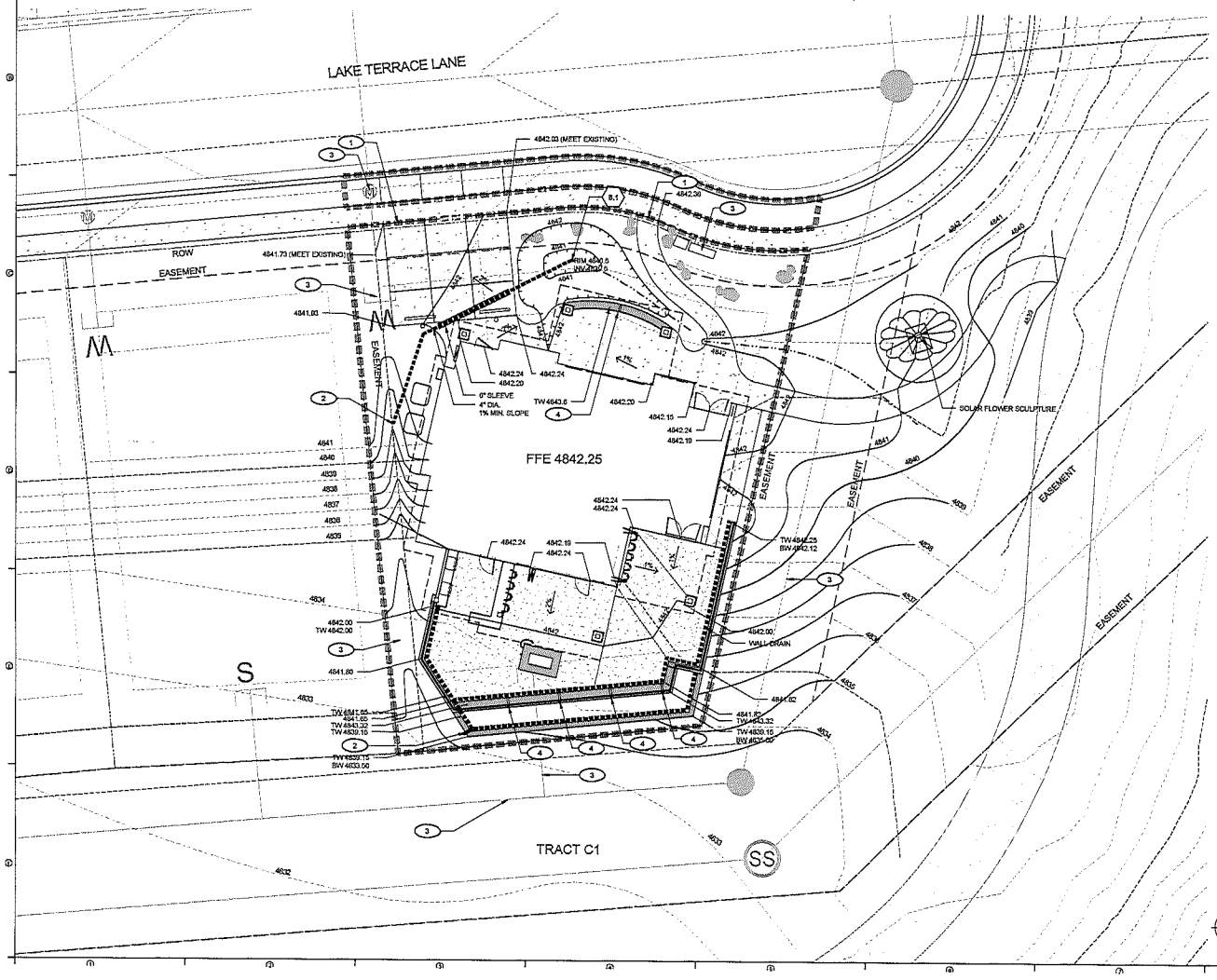
PROJECT NUMBER: 6311

COVER AND NARRATIVE

SHEET NUMBER
01

©COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
GRADING
Town of Firestone
Weld County
State of Colorado
Sheet 2 of 6



REFERENCE NOTES: FINE GRADING

1. Proposed hardscape to meet and match existing conditions smoothly and evenly.
2. Drain pipe daylights.
3. Existing utilities - verify location prior to construction activities.
4. Block out at base of wall for surface drainage. Provide 2" tall, 4" wide block out, full depth of seat wall.

SITE KEYNOTES:

8.0 DRAINAGE
- 8.1 Area Drain in Softscape
- 8.2 Area Drain in Hardscape
- 8.3 Drain Cleanout
- 8.4 Drain Pipe

SYMBOL & LINETYPE LEGEND

- Area Drain
- Solid Pipe
- Perforated Pipe
- Grade Break
- Existing Contour Index
- Existing Contour Inter.
- Proposed Contour Index
- Proposed Contour Inter.
- Property Easement
- Drainage Swale
- Sleeve

DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Aspen • Denver • Chicago • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 2 of 6	

PROJECT NUMBER: 5311

GRADING

SHEET NUMBER
L5-1

© COPYRIGHT DESIGNWORKSHOP, INC

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS	KEYNOTE	QTY.
DECIDUOUS TREES							
ACA	Amelanchier x grandiflora 'Autumn Brilliance' Autum	Autumn Brilliance Serviceberry	8' HT		Clump Form		1
ARR	Acer rubrum 'Redpointe'	Redpointe Maple	3"				2
CCA	Cercis Canadensis	Eastern Redbud	2"		Tree Form		3
PPB	Picea pungens 'Baby Blue Eyes'	Baby Blue Eyes Spruce	8' HT				1
DECIDUOUS SHRUBS							
CAB	Cornus alba 'Bailhalo'	Ivory Halo Dogwood	#5				7
CSE	Cornus sericea	Red Twig Dogwood	#5				8
HMB	Hydrangea macrophylla 'Ballmer'	Endless Summer Hydrangea	#5				7
HPJ	Hydrangea paniculata 'Jane'	Little Lime Hydrangea	#5				12
PHO	Physocarpus opulifolius 'Seward'	Summer Wine Ninebark	#5				8
RFR	Rhamnus frangula 'Ron Williams'	Fine Line Buckthorn	#10				10
EVERGREEN SHRUBS							
PMU	Pinus Mugo	Mugo Pine	#10				3
PPG	Picea pungens 'Glauca Prostrata'	Blue Prostrata Spruce	#5				5
GRASSES/TURF							
COS	Cortaderia selloana	Pampas Grass	#1				10
CKA	Calamagrostis x acutiflora	Feather Reed Grass	#1				65
HMA	Hakonechloa macra 'Aureola'	Japanese Forest Grass	#1				9
HSE	Helictotrichon sempervirens	Blue Avena Grass	#1				11
PAH	Pennisetum alopecuroides 'Hamelin'	Dwarf Fountain Grass	#1				42

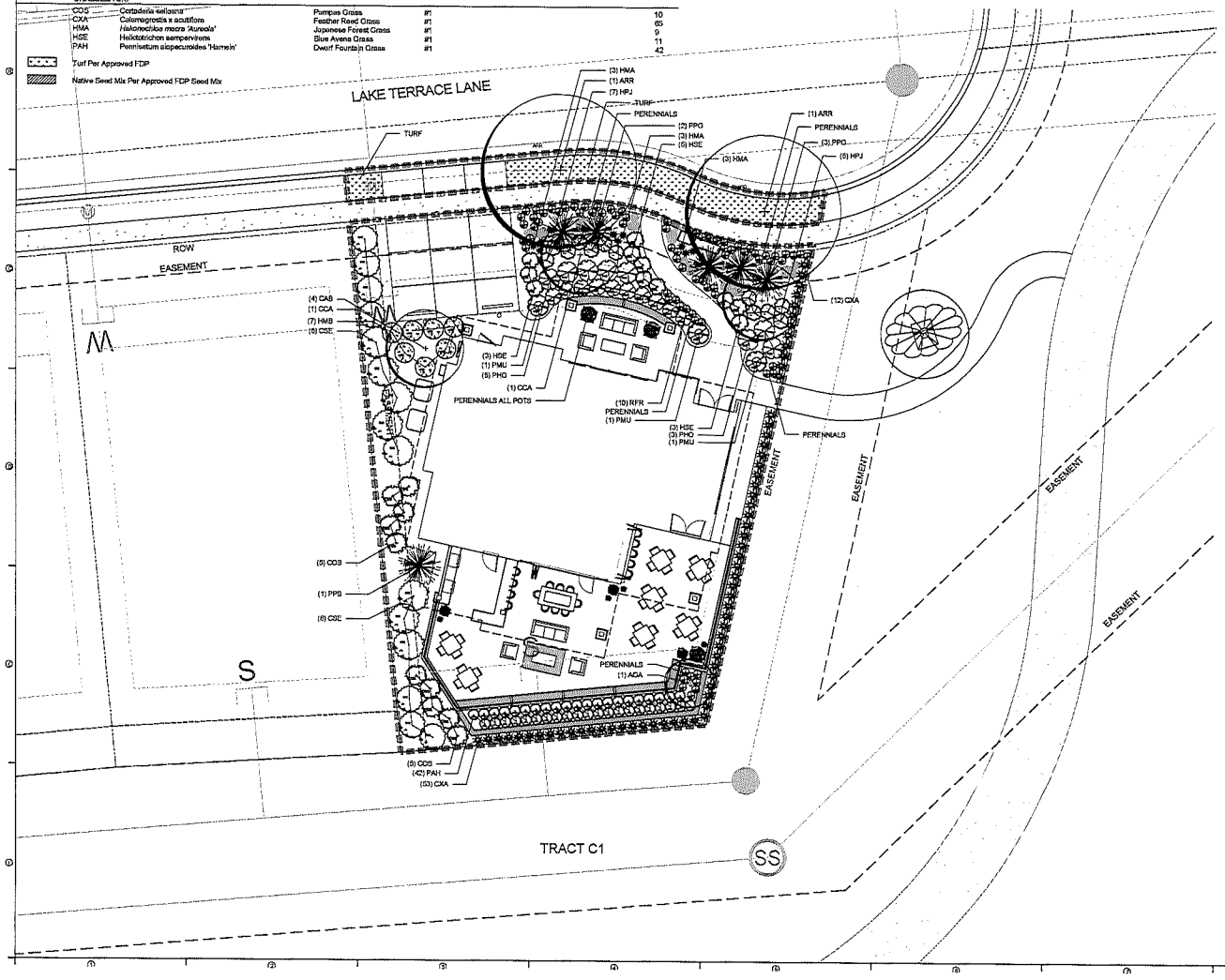
Turf Per Approved FDP

Native Seed Mix Per Approved FDP Seed Mix

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
PLANTING
Town of Firestone
Weld County
State of Colorado
Sheet 3 of 6

SITE KEYNOTES:

		DETAIL/ SHEET	RELATED DETAILS
9.0 PLANTING AND LANDSCAPE			
9.1	Deciduous Tree	1 / L5-01	
9.2	Shrub Type 1	1 / L5-04	3 / L5-02
9.3	Shrub Type 2	2 / L5-04	3 / L5-02
9.4	Shrub Type 3	1 / L5-04	3 / L5-02
9.5	Shrub Type 4	2 / L5-04	3 / L5-02
9.6	Grass Type 1	3 / L5-04	3 / L5-02
9.7	Grass Type 2	4 / L5-04	
9.8	Turf		
9.9	Perennials and Groundcover	4 / L5-04	
9.10	Perennials and Groundcover	4 / L5-04	



DESIGNWORKSHOP
Landscape Architecture
Planning - Urban Design
Asheville • Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 3 of 6	

PROJECT NUMBER: 5311

PLANTING

SHEET NUMBER
L8-1

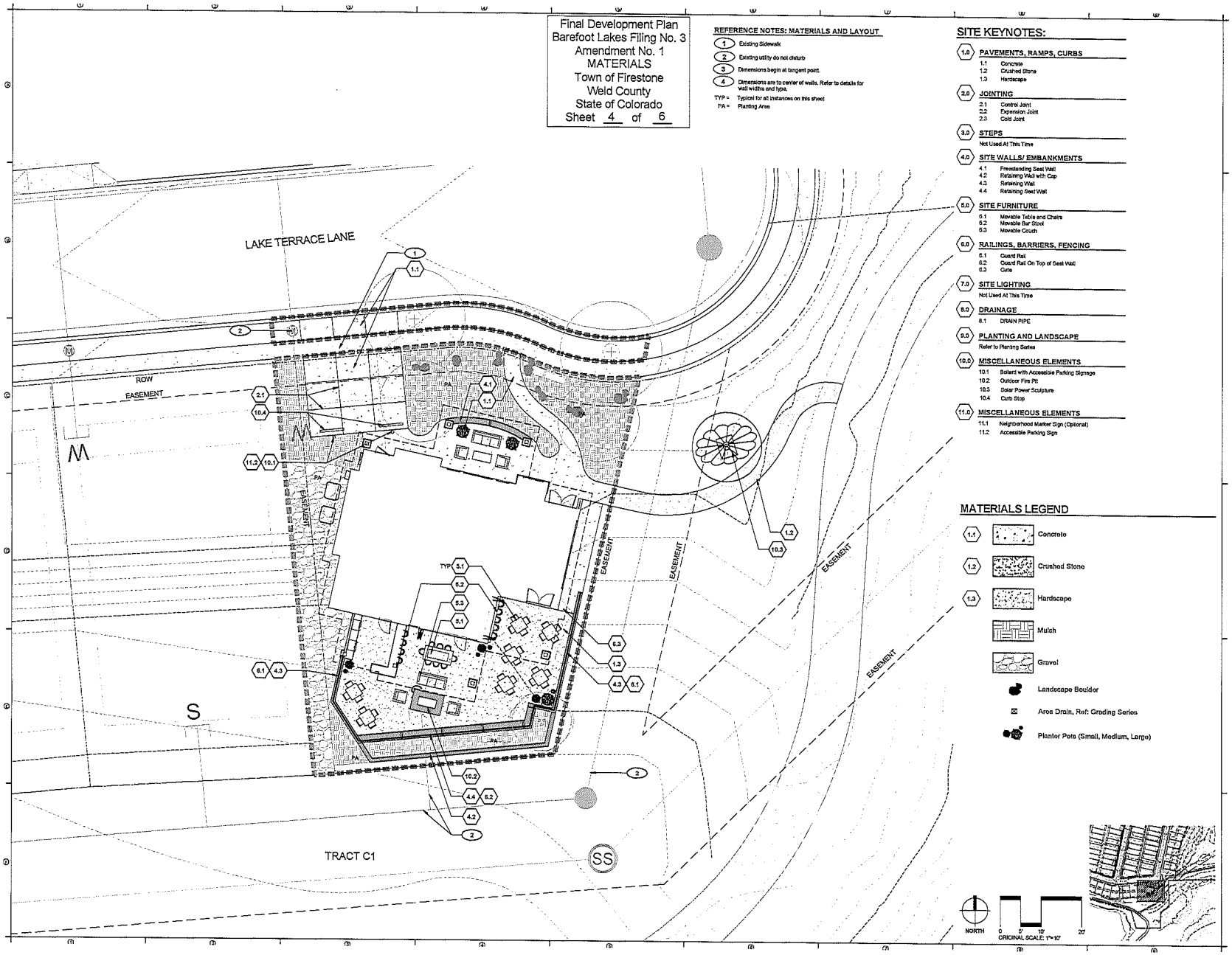
© COPYRIGHT DESIGNWORKSHOP, INC

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
MATERIALS
Town of Firestone
Weld County
State of Colorado
Sheet 4 of 6

REFERENCE NOTES: MATERIALS AND LAYOUT

1. Existing Sidewalk
2. Existing utility do not disturb
3. Dimensions begin at tangent point.
4. Dimensions are to center of walls. Refer to details for wall widths and type.

TYP = Typical for all instances on this sheet
PA = Planting Area



SITE KEYNOTES:

1.0 PAVEMENTS, RAMPS, CURBS
- 1.1 Concrete
- 1.2 Crushed Stone
- 1.3 Hardscape

2.0 JOINTING
- 2.1 Control Joint
- 2.2 Expansion Joint
- 2.3 Cold Joint

3.0 STEPS
Not Used At This Time

4.0 SITE WALLS/ EMBANKMENTS
- 4.1 Freestanding Seat Wall
- 4.2 Retaining Wall with Cap
- 4.3 Retaining Wall
- 4.4 Retaining Seat Wall

5.0 SITE FURNITURE
- 5.1 Movable Table and Chairs
- 5.2 Movable Bar Stool
- 5.3 Movable Couch

6.0 RAILINGS, BARRIERS, FENCING
- 6.1 Guard Rail
- 6.2 Guard Rail On Top of Seat Wall
- 6.3 Gate

7.0 SITE LIGHTING
Not Used At This Time

8.0 DRAINAGE
- 8.1 DRAIN PIPE

9.0 PLANTING AND LANDSCAPE
Refer to Planting Series

10.0 MISCELLANEOUS ELEMENTS
- 10.1 Bollard with Accessible Parking Signage
- 10.2 Outdoor Fire Pit
- 10.3 Solar Power Sculpture
- 10.4 Curb Stop

11.0 MISCELLANEOUS ELEMENTS
- 11.1 Neighborhood Marker Sign (Optional)
- 11.2 Accessible Parking Sign

MATERIALS LEGEND

- 1.1 Concrete
- 1.2 Crushed Stone
- 1.3 Hardscape
- Mulch
- Gravel
- Landscape Boulder
- Area Drain, Ref: Grading Series
- Planter Pots (Small, Medium, Large)

NORTH
0 5' 10' 20'
ORIGINAL SCALE: 1"=10'

DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Aspen • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5166
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 4 of 6	

PROJECT NUMBER: 5311

MATERIALS

SHEET NUMBER
L3-1

© COPYRIGHT DESIGNWORKSHOP, INC.

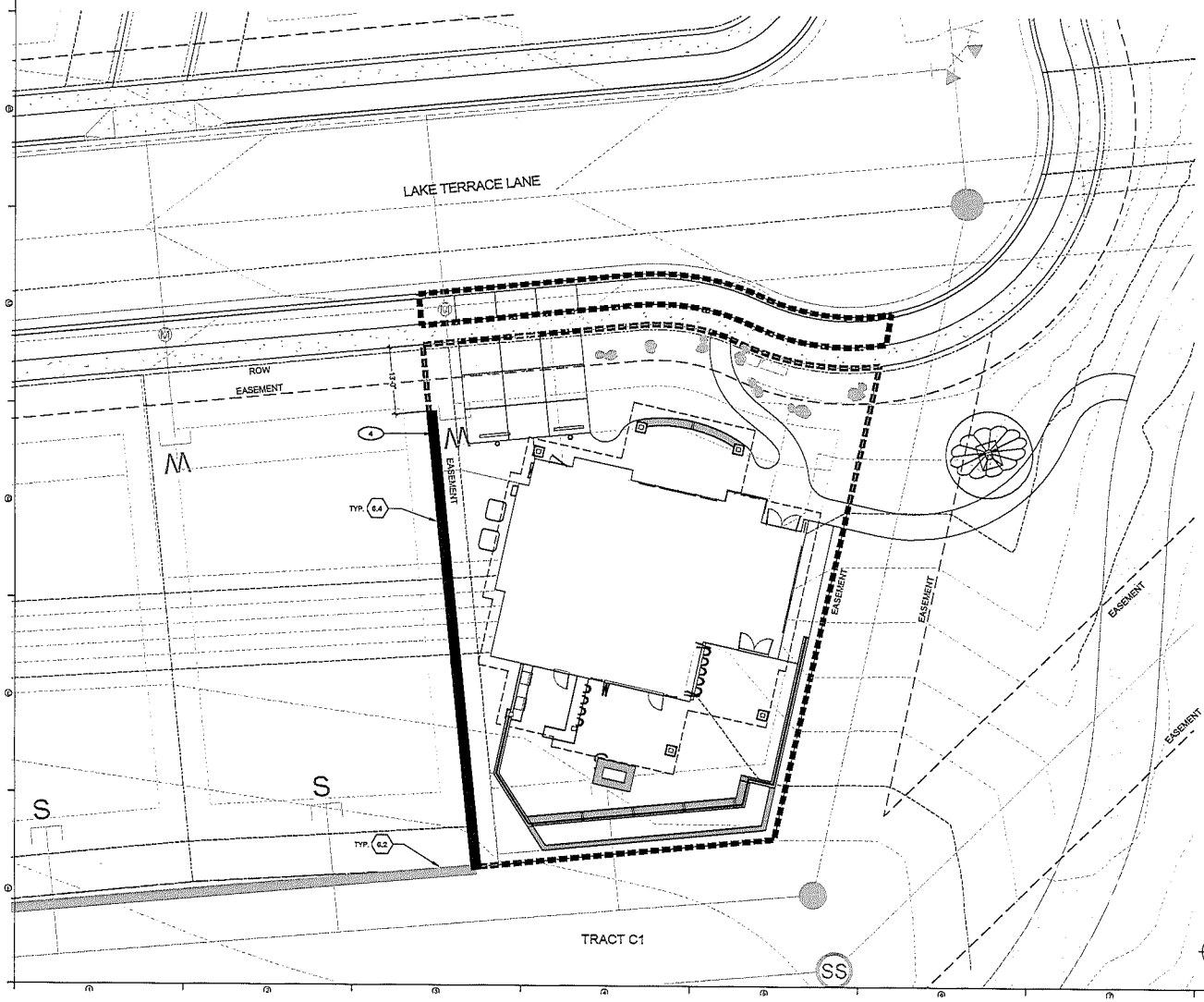
Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
FENCING
Town of Firestone
Weld County
State of Colorado
Sheet 5 of 6

SITE KEYNOTES:

		DETAIL/ SHEET	RELATED DETAILS
6.0	RAILINGS, BARRIERS AND FENCING		
6.1	(Not Used)		
6.2	Fence Type 1 - Open	2/26	1/26
	Gate Retrofit in Fence Type 1 - Open	3/26	1/26, 2/26
6.3	Fence Type 2 - Open with Crossbs	1/27	1/26, 2/26
6.4	Fence Type 3 - Privacy	2/27	1/26, 3/27
	Gate Retrofit in Fence Type 3 - Privacy	3/27	1/26, 2/27
	Residential Fence Type 1 - Open	1/28	2, 3, 4/28
	Residential Fence Type 3 - Privacy	2/28	1, 3, 4/28
	Residential Fence Gates	3/28	1, 2, 4/28

FENCING REFERENCE NOTES

1. Center Post to Lot lines
2. Starting from Lot lines, install fence type as indicated in 0' segments.
3. Locate Segments not equal to 0' as indicated. Where not possible to make up the difference in a single segment, split equally among two or three segments.
4. Step down at end segment as shown in Keynote 6.2.



DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2046
(303) 623-5166
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 5 of 6	

PROJECT NUMBER: 5311

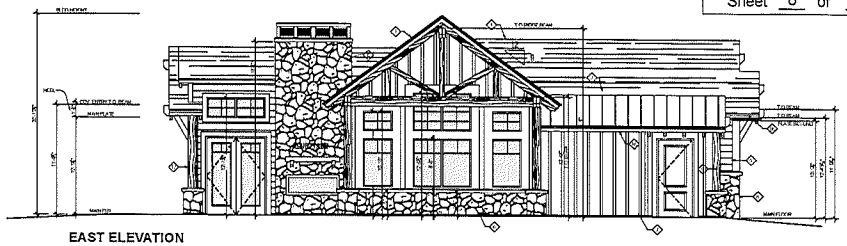
FENCING

SHEET NUMBER
L9-1

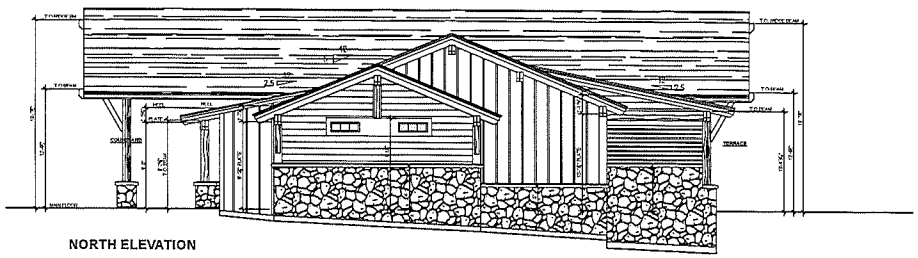
©COPYRIGHT DESIGNWORKSHOP, INC

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
ARCHITECTURAL ELEVATIONS
Town of Firestone
Weld County
State of Colorado
Sheet 6 of 6

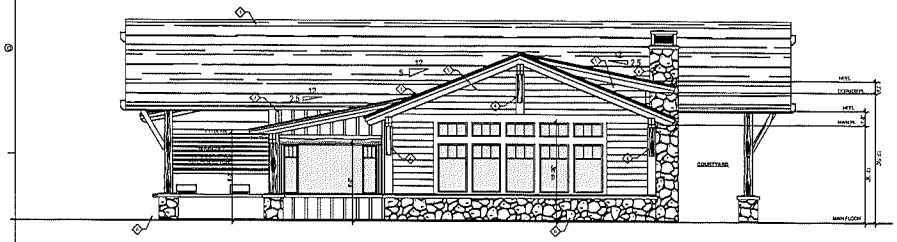
NOTE:
- **Elevations depict character and massing of proposed structure, but are conceptual in nature and subject to change.**



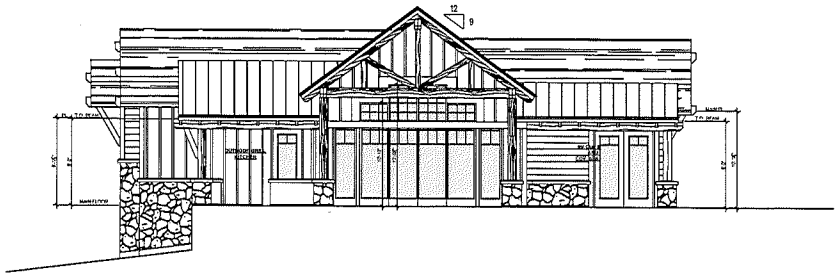
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

ELEVATION KEY NOTES

Top line
1. OWENS CORNING, DURATION, ASPHALT SHINGLE ROOFING
2. LOW SLOPE METAL PANEL ROOFING
3. 2X8 R.S. WOOD FASCIA
4. BUILT UP 8"x12" (2) 3x12 R.S. OUTLOOKER WITH METAL CAP FLASHING ATOP EXPOSED END(S) - RE: DETAIL
5. PRE FINISHED HARDIE COLOR PLUS LAP SIDING W/ 6" REVEAL
6. ADHERED STONE VENEER - OLD HICKORY (MINU) REDIG NATURAL STONE FROM SUNSET STONE AND PRECAST SILL
7. WOOD GRAIN HARDIE PANEL w/ 1x3 BATTENS AT 16" O/C
8. 5/4 x 4 ENGINEERED WOOD TRIM W/ GRAIN TEXTURE
9. 5/4 x 6 ENGINEERED WOOD TRIM W/ GRAIN TEXTURE
10. 5/4 x 10 ENGINEERED WOOD TRIM W/ GRAIN TEXTURE
11. 5/4 x 4 ENGINEERED WOOD TRIM SURROUND AT WINDOWS/ DOORS, U.N.O.
12. 10 x 10 ROUGH SAWN TIMBER POST
13. ROUGH SAWN BRACKET - RE: DETAIL
14. BUILT UP 8"x12" (2) 4x12 R.S. BEAM.
15. 3x12 ROUGH SAWN RAFTERS AT MAIN GABLE
16. 5" K STYLE BEVELED GUTTERS W/ 4" x 3" OVAL FACED DOWNSPOUT TO UNDERGROUND DRAIN PER CIVIL

NOTES:
- PROVIDE METAL Z FLASHING OVER HORIZONTAL TRIM

LOCUS DESIGN Architecture
LOCUS DESIGN GROUP, LTD
ARCHITECTURE
881 SOUTHPARK DR., SUITE 400
LITTLETON, COLORADO 80120
PH 303-949-8184

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 6 of 6	

PROJECT NUMBER: 5311

ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1-1

©COPYRIGHT DESIGNWORKSHOP, INC

Staff Report

Barefoot Lakes Filing No. 3, Replat #1
Final Plat, Barefoot Lakes Filing No. 3 Final Development Plan Amendment #1,
and Vacation of Certain Easements within Barefoot Lakes Filing No. 3

Resolution 20-22: A RESOLUTION APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

Resolution 20-22: A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT FOR LOTS 24-28, BLOCK 1 AND TRACT C LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

ORDINANCE 968: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, VACATING CERTAIN UTILITY EASEMENTS WITHIN LOTS 24, 25 AND 28, BLOCK 1, BAREFOOT LAKES FILING NO. 3 SUBDIVISION

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

February 26, 2020

Applications

This staff report is for the Barefoot Lakes Filing No. 3, Replat #1, Final Plat ("Final Plat") and the Barefoot Lakes Filing No. 3 Final Development Plan ("FDP") Amendment #1. The applicant for the Final Plat and the FDP is Barefoot, LLC. The application for the replat includes vacation of certain utility easements.

Actions for the requests include (1) approval of the replat, (2) approval of the FDP and (3) approval of the easement vacation ordinance.

Notice

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

Location and Process

The approximate location of Barefoot Lakes Filing 3 is east of the intersection of Barefoot Lakes Parkway and Eagle River Road. Filing 3 is southeast of Barefoot Lakes Filing 2 and north and east of Barefoot Lakes Filing 1.

The approximate location of the portion of Filing 3 being re-platted is south and east of the intersection of Lake Terrace Lane and Lake View Street.

The FDP amendment applies to the entire Filing 3 and includes a site plan for a proposed community building on Lot 25A of the replat (which is currently Lot 25 of the Filing 3 plat).

The FDP and Final Plat are the final steps in the Firestone Development Review process prior to the building permit process.

Site Analysis

Barefoot Lakes Filing 3 is zoned as a residential planned unit development (R-A / R-B PUD) and is approximately 43.629 acres in size. The portion of Filing 3 involved in the replat contains approximately 4.4 acres along the southern edge of the filing.

Lot 25 abuts a single-family residential lot to the west and an open space tract, Tract C, to the east and south. The lot is currently 5,608 square foot (sf). Lot 25A retains the same grade change seen in the original Filing 3 lot arrangement. The lot is relatively flat for the first 20 feet from the street then slopes down toward the ponds in Tract C1 for the remaining length of the lot.

Plan Analysis

<u>FDP</u>

The purpose of the FDP amendment includes:

- Removing the restriction against artificial turf found in the Landscape Standards for the entire Filing 3.
- Allowing for screen walls along paired homes if allowed by building code and approved by the Barefoot Lakes Design Review Committee.

- Modifying the use of one lot, Lot 25A of the replat, from single-family residential to allow for a community building.

The site plan for the community building shows a one-story structure of approximately 2200 sf. The front elevation includes a 375 sf covered patio area and a 1000 sf partially covered patio area is planned in the rear of the building. Because of the grade change of the lot, a tiered retaining wall is proposed on the southern portion of the property to allow for the rear patio area. Due to the nature of the facility and its proximity to open space to the east and south, greater encroachments into the setbacks are proposed for the patio and retaining wall: 5 feet into the side and 12 feet into the rear setback.

Pedestrian access is available via sidewalks along the Lake Terrace Lane and also via a trail link proposed from the trail planned in Tract C1 to the site. Two ADA parking spaces are proposed and ADA compliant access is planned from the spaces to the front entry doors. The community building would be for the use of Barefoot Lakes residents only, primarily those living in Filing 3, and would not operate in a commercial fashion. Therefore, additional parking was not seen as necessary.

The community building will be consistent with adjacent development in terms of height, materials and character and will complement the overall Barefoot Lakes development. Furthermore, the development of the community building will comply with applicable landscape, lighting, architecture and signage requirements for the planned development.

Final Plat

The main purpose of the Final Plat Replat 1 is to realign the eastern property line of Lot 25 of the original filing. This would allow the proposed community building to be oriented in a manner that takes advantage of the views of the lakes and of the front range. The east property line at the street frontage would move approximately 30 feet to the east then taper down to approximately 4 feet from the original southeast corner of the lot. With the reconfigured lot, easements established through Filing 3 are proposed to be realigned for select lots in the replat. Proper utility access will continue to be provided to all lots but in a new alignment than shown on Filing 3.

No additional lots are proposed with the replat; the replat merely changes one lot line increasing the size of one lot and reducing the area of an adjacent open space tract. The replat would enlarge the subject lot from 5,608 sf to 7,411 sf. The additional 1,803 sf would come from Tract C1. Tract C1 would still remain a large open space tract at 162,791 sf.

Building Height

The proposed community building is approximately 25 feet as viewed from Lake Terrace Lane and reaches approximately 31 feet from grade to roof line at its tallest point (due to grade change and viewed from the side elevation) which is within 35 feet allowed by the original FDP and which is in accordance with Firestone development standards.

Fiscal Impacts

The Final Plat does not change the number of lots within Filing 3 but the FDP amendment will replace one residential lot with the community building, a new amenity for the Filing.

Utility and Services

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

_____

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.

Board of Trustees Action

The 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

At its February 6, 2020 regular meeting, the Planning and Zoning Commission adopted Resolution No. PC-20-03, a resolution recommending approval of a final plat for Barefoot Lakes Filing No. 3 Replat #1 and Amendment #1 of the Barefoot Lakes Filing No. 3 Final Development Plan with conditions.

Staff recommends that the Town Board approve:

- Resolution 20-22, approving Amendment #1 to the Barefoot Lakes Filing No. 3 Final Development Plan the request with conditions
- Resolution 20-23, approving the Barefoot Lakes Filing No. 3 Replat #1with conditions
- Ordinance 968, approving the vacation of certain easements.

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
COVER AND NARRATIVE
Town of Firestone
Weld County
State of Colorado
Sheet 1 of 6

APPROVAL BLOCK

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

_____ _____
_____
Mayor ATTEST: Town Clerk

ACCEPTANCE BLOCK

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

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

_____ _____
Name, Title (printed)

STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

Witness my hand and official seal
My commission expires _____ _____
Notary Public

AND

_____ _____
Name, Title (printed)

STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

Witness my hand and official seal
My commission expires _____ _____
Notary Public

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

_____
Name, Title (printed)

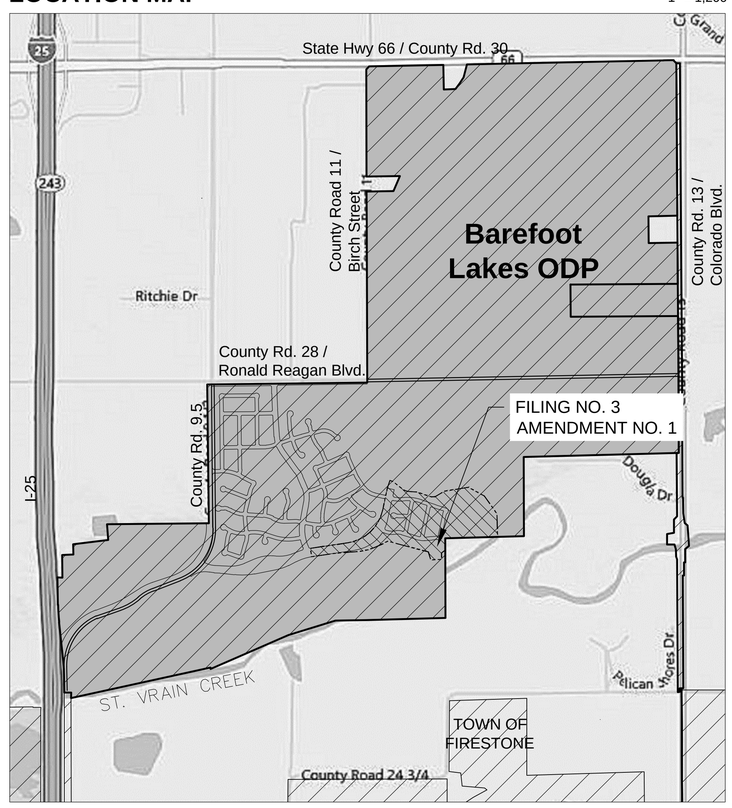
STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

Witness my hand and official seal
My commission expires _____ _____
Notary Public

LOCATION MAP

1" = 1,200'



FIRESTONE TOWN LIMITS
BAREFOOT LAKES ODP
FILING NO. 3, AMENDMENT NO. 1

SHEET INDEX

Sheet No.	Sheet Title
1.	Cover and Narrative
2.	Fine Grading Plan
3.	Planting Plan
4.	Materials Plan
5.	Fencing Plan
6.	Architectural Elevations

OWNER / DEVELOPERS

Barefoot, LLC.
6465 S. Greenwood Plaza Blvd,
Suite 700
Centennial, CO 80111
Tel: (303) 790-6311
Facsimile: (303) 706-9453
Email: Dave Carro
David.Carro@brookfieldrp.com

TECHNICAL CONSULTANTS

CIVIL ENGINEER:
Redland
1500 West Canal Court
Littleton, CO 80120
Tel: (720) 283-6783
Email: Fred Tafoya
ftafoya@redland.com

LANDSCAPE ARCHITECT:
DESIGNWORKSHOP
1390 Lawrence Street
Suite100
Denver, CO 80204-2048
Tel: (303) 623-5186
Email: Jake Sippy
jsippy@designworkshop.com

ARCHITECTURE:
Locus Design Group
Littleton, CO 80125
Tel: (303) 949-8184
Email: Dave Boyle
dboyle@locusdg.com

LEGAL DESCRIPTION

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A PARCEL OF LAND BEING ALL OF BAREFOOT LAKES FILING NO. 3 AS RECORDED ON 08/13/2018 UNDER RECEPTION NO. 4422565, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE LOCATED WITHIN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 43.629 ACRES, (1,900,461 SQUARE FEET), MORE OR LESS.

PROJECT NARRATIVE

Project Concept

This document is an Amendment to Barefoot Lakes Filing No. 3 FDP, recorded on 8/13/2018 at Rec. No. 4422567 at the office of Weld County Clerk and Recorder.

The purpose of this Amendment is to make adjustments to the Filing 3 FDP.

One general adjustment to the entire Filing is to remove the restriction against artificial grass found in the Landscape Standards. This will now be governed by Town Code, Development Regulations and community Design Guidelines.

A second general adjustment to the entire Filing is the allowance of vertical screens at the attached dwelling units. Visual screens at the side yard patio / deck are only allowed at the attached units, and are limited to one of any two adjacent side yards. Typical screen designs and locations must be approved by the Barefoot Lakes Design Review Committee. Screens must comply with applicable building codes.

Lot 25, Block 1 will now serve as a community facility. This facility is open for use by Barefoot Lakes residents only, and will not operate in a commercial fashion. Due to the nature of this facility, this lot is allowed greater encroachments into setbacks than the residential lots. The Building Setback Table on page 3 of the recorded FDP shall be modified to allow the following encroachments into setbacks for decks, patios, porches and balconies (and associated retaining walls) in this specific lot only: 5 feet into the side yard setback, and 12 feet into the rear yard setback.

Landscape Design Standards

Page 13 of the original Filing No. 3 FDP shall be modified in the following manner: *Guiding Principal 2.1, relating to the prohibition of artifical turf (AKA "Astroturf" or synthetic turf), shall be deleted.*

Note that Town Code and Barefoot Lakes CCRs, and Design Guidelines may regulate synthetic turf, this merely removes the restriction from the FDP.

DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Asheville • Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3 AMENDMENT NO. 1 FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK

BAREFOOT LAKES

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 1 of 6	

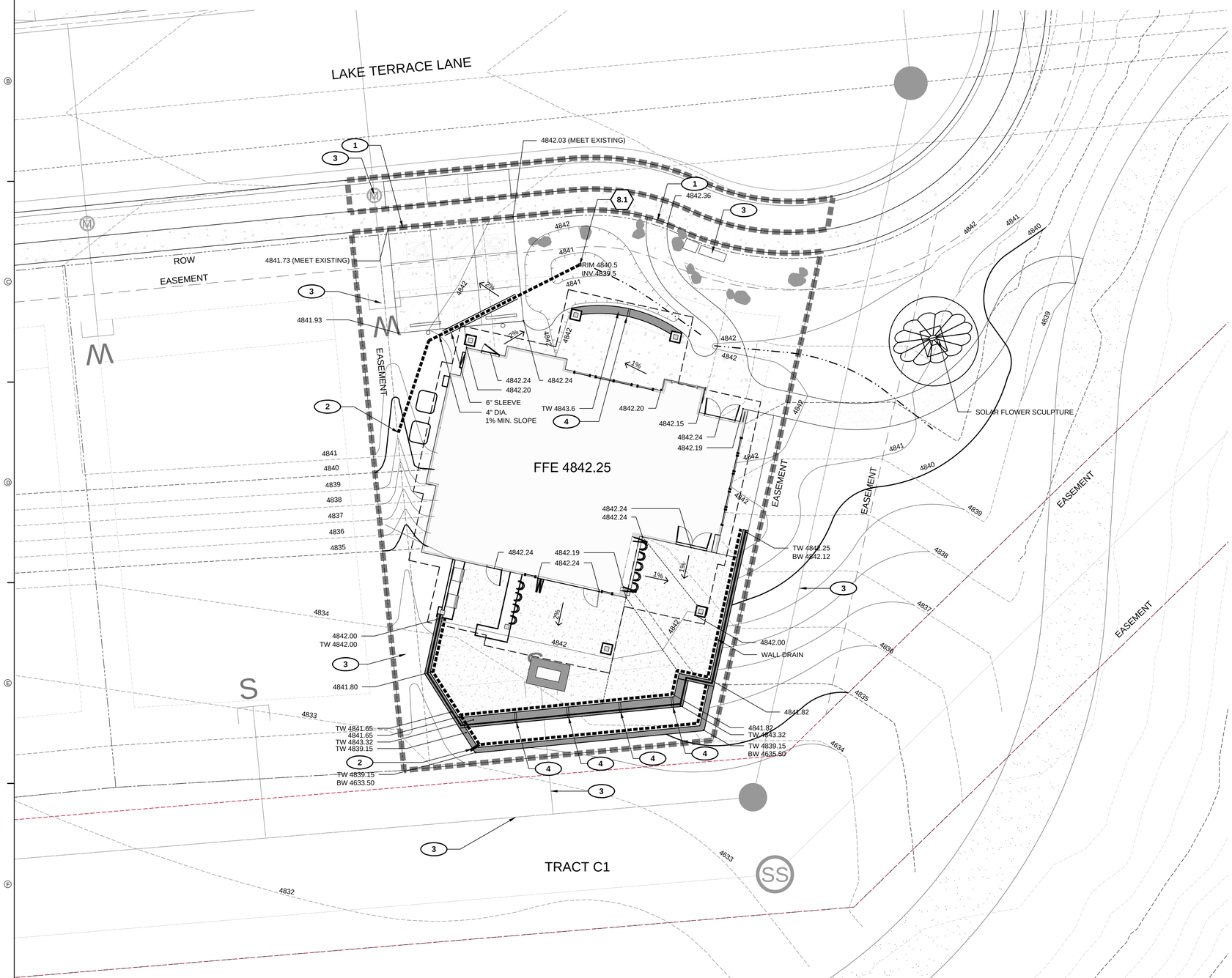
PROJECT NUMBER: 5311

COVER AND NARRATIVE

SHEET NUMBER
01

©COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
GRADING
Town of Firestone
Weld County
State of Colorado
Sheet 2 of 6



REFERENCE NOTES: FINE GRADING

1. Proposed hardscape to meet and match existing conditions smoothly and evenly.
2. Drain pipe daylights.
3. Existing utilities - verify location prior to construction activities.
4. Block out at base of wall for surface drainage. Provide 2" tall, 4" wide block out, full depth of seat wall.

SITE KEYNOTES:

8.0 DRAINAGE

- 8.1 Area Drain in Softscape
- 8.2 Area Drain in Hardscape
- 8.3 Drain Cleanout
- 8.4 Drain Pipe

SYMBOL & LINETYPE LEGEND

- Area Drain
- Solid Pipe
- Perforated Pipe
- Grade Break
- Existing Contour Index
- Existing Contour Inter.
- Proposed Contour Index
- Proposed Contour Inter.
- Property Easement
- Drainage Swale
- Sleeve

NORTH

0 5' 10' 20'
ORIGINAL SCALE: 1"=10'

DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Asheville • Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 2 of 6	

PROJECT NUMBER: 5311

GRADING

SHEET NUMBER
L5-1

©COPYRIGHT DESIGNWORKSHOP, INC.

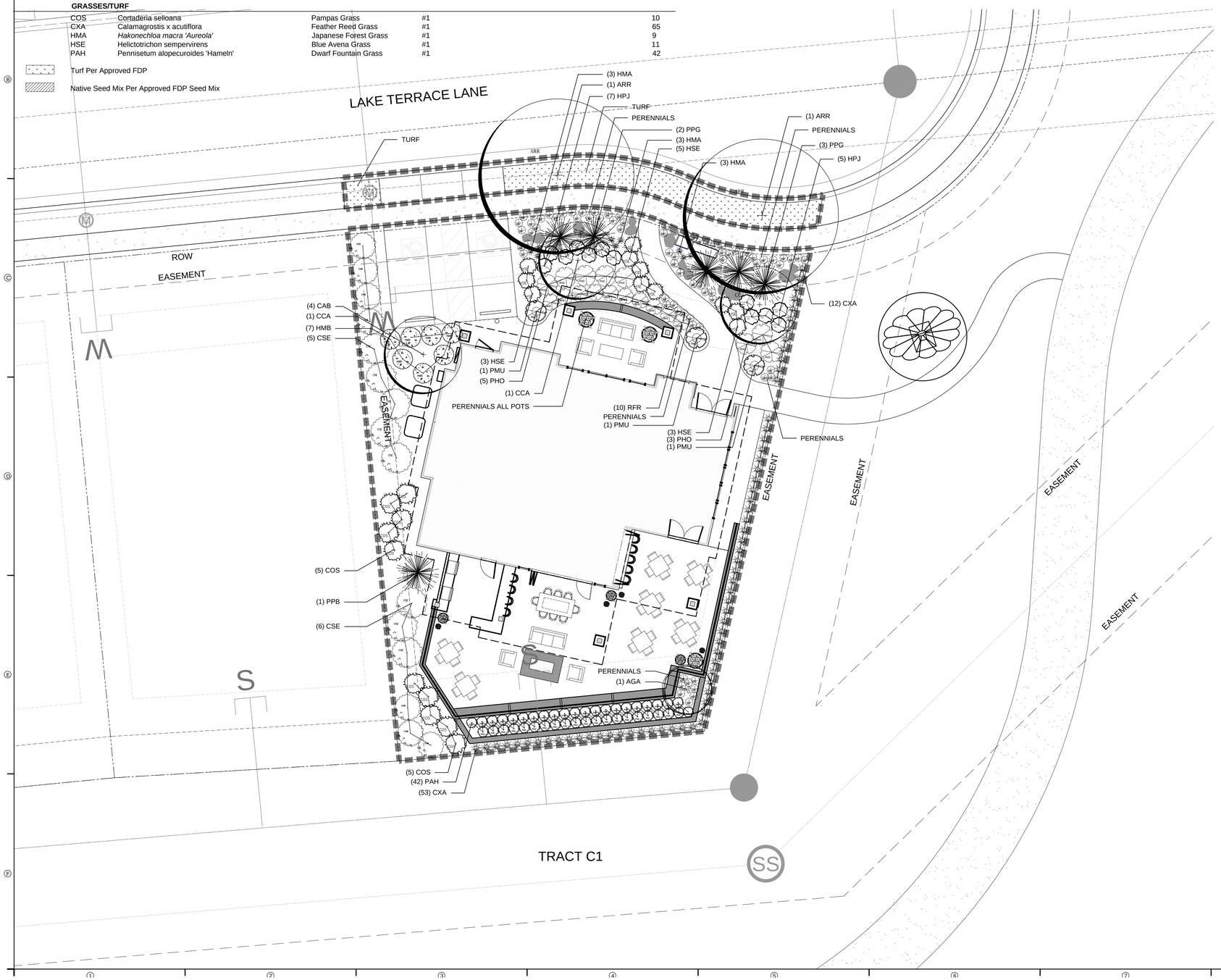
PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS	KEYNOTE	QTY.
DECIDUOUS TREES							
AGA	Amelanchier x grandiflora 'Autumn Brilliance' Autum	Autumn Brilliance Serviceberry	8' HT		Clump Form		1
ARR	Acer rubrum 'Redpointe'	Redpointe Maple	3"				2
CCA	Cercis Canadensis	Eastern Redbud	2"		Tree Form		3
PPB	Picea pungens 'Baby Blue Eyes'	Baby Blue Eyes Spruce	8' HT				1
DECIDUOUS SHRUBS							
CAB	Cornus alba 'Bailhalo'	Ivory Halo Dogwood	#5				7
CSE	Cornus sericea	Red Twig Dogwood	#5				8
HMB	Hydrangea macrophylla 'Bailmer'	Endless Summer Hydrangea	#5				7
HPJ	Hydrangea paniculata 'Jane'	Little Lime Hydrangea	#5				12
PHO	Physocarpus opulifolius 'Seward'	Summer Wine Ninebark	#5				8
RFR	Rhamnus frangula 'Ron Williams'	Fine Line Buckthorn	#10				10
EVERGREEN SHRUBS							
PMU	Pinus Mugo	Mugo Pine	#10				3
PPG	Picea pungens 'Glauca Prostrata'	Blue Prostrata Spruce	#5				5
GRASSES/TURF							
COS	Cortaderia selloana	Pampas Grass	#1				10
CXA	Calamagrostis x acutiflora	Feather Reed Grass	#1				65
HMA	*Hakonechloa macra 'Aureola'*	Japanese Forest Grass	#1				9
HSE	Helictotrichon sempervirens	Blue Avena Grass	#1				11
PAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	#1				42

Turf Per Approved FDP

Native Seed Mix Per Approved FDP Seed Mix

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
PLANTING
Town of Firestone
Weld County
State of Colorado
Sheet 3 of 6



SITE KEYNOTES:

		DETAIL / SHEET	RELATED DETAILS
9.0	**PLANTING AND LANDSCAPE**		
9.1	Deciduous Tree	1 / L5-01	
9.2	Shrub Type 1	1 / L5-04	3 / L5-02
9.3	Shrub Type 2	2 / L5-04	3 / L5-02
9.4	Shrub Type 3	1 / L5-04	3 / L5-02
9.5	Shrub Type 4	2 / L5-04	3 / L5-02
9.6	Grass Type 1	3 / L5-04	3 / L5-02
9.7	Grass Type 2	4 / L5-04	
9.8	Turf		
9.9	Perennials and Groundcover	4 / L5-04	
9.10	Perennials and Groundcover	4 / L5-04	

DESIGNWORKSHOP

Landscape Architecture
Planning • Urban Design

Asheville • Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 3 of 6	

PROJECT NUMBER: 5311

PLANTING

SHEET NUMBER

L8-1

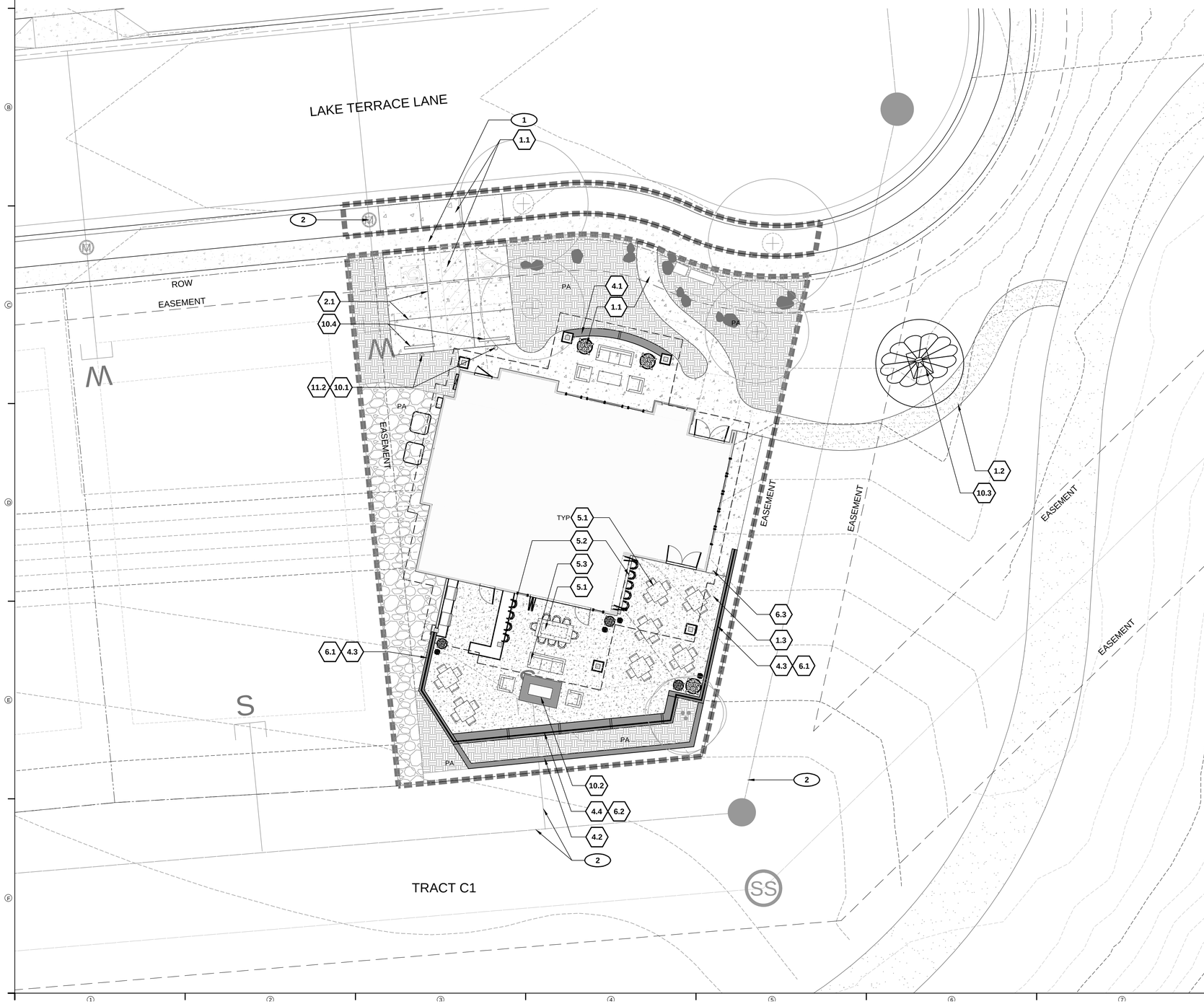
©COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
MATERIALS
Town of Firestone
Weld County
State of Colorado
Sheet 4 of 6

REFERENCE NOTES: MATERIALS AND LAYOUT

1 Existing Sidewalk
2 Existing utility do not disturb
3 Dimensions begin at tangent point.
4 Dimensions are to center of walls. Refer to details for wall widths and type.

TYP = Typical for all instances on this sheet
PA = Planting Area



SITE KEYNOTES:

1.0 PAVEMENTS, RAMPS, CURBS
- 1.1 Concrete
- 1.2 Crushed Stone
- 1.3 Hardscape

2.0 JOINTING
- 2.1 Control Joint
- 2.2 Expansion Joint
- 2.3 Cold Joint

3.0 STEPS
Not Used At This Time

4.0 SITE WALLS/ EMBANKMENTS
- 4.1 Freestanding Seat Wall
- 4.2 Retaining Wall with Cap
- 4.3 Retaining Wall
- 4.4 Retaining Seat Wall

5.0 SITE FURNITURE
- 5.1 Movable Table and Chairs
- 5.2 Movable Bar Stool
- 5.3 Movable Couch

6.0 RAILINGS, BARRIERS, FENCING
- 6.1 Guard Rail
- 6.2 Guard Rail On Top of Seat Wall
- 6.3 Gate

7.0 SITE LIGHTING
Not Used At This Time

8.0 DRAINAGE
- 8.1 DRAIN PIPE

9.0 PLANTING AND LANDSCAPE
Refer to Planting Series

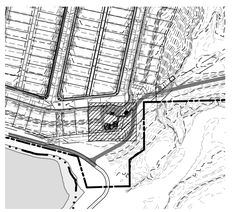
10.0 MISCELLANEOUS ELEMENTS
- 10.1 Bollard with Accessible Parking Signage
- 10.2 Outdoor Fire Pit
- 10.3 Solar Power Sculpture
- 10.4 Curb Stop

11.0 MISCELLANEOUS ELEMENTS
- 11.1 Neighborhood Marker Sign (Optional)
- 11.2 Accessible Parking Sign

MATERIALS LEGEND

- 1.1 Concrete
- 1.2 Crushed Stone
- 1.3 Hardscape
- Mulch
- Gravel
- Landscape Boulder
- Area Drain, Ref: Grading Series
- Planter Pots (Small, Medium, Large)

NORTH
0 5' 10' 20'
ORIGINAL SCALE: 1"=10'



DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Asheville • Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 4 of 6	

PROJECT NUMBER: 5311

MATERIALS

SHEET NUMBER
L3-1

©COPYRIGHT DESIGNWORKSHOP, INC.

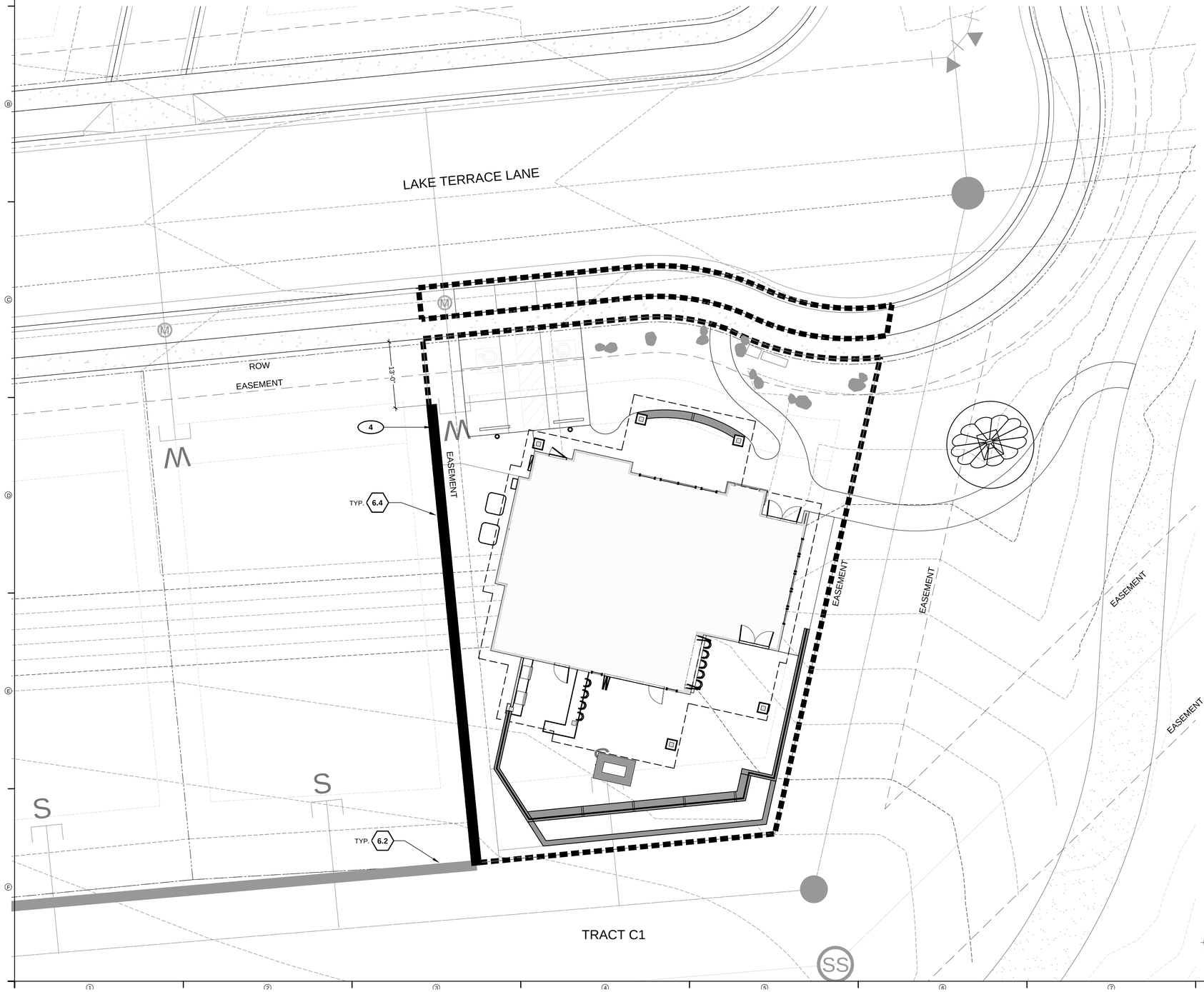
Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
FENCING
Town of Firestone
Weld County
State of Colorado
Sheet 5 of 6

SITE KEYNOTES:

		DETAIL / SHEET	RELATED DETAIL(S)
6.0	**RAILINGS, BARRIERS AND FENCING**		
6.1	(Not Used)		
6.2	Fence Type 1 - Open	2 / 26	1 / 26
	Gate Retrofit in Fence Type 1 - Open	3 / 26	1 / 26, 2 / 26
6.3	Fence Type 2 - Open with Crosstie	1 / 27	1 / 26, 2 / 26
6.4	Fence Type 3 - Privacy	2 / 27	1 / 26, 3 / 27
	Gate Retrofit in Fence Type 3 - Privacy	3 / 27	1 / 26, 2 / 27
	Residential Fence Type 1 - Open	1 / 28	2, 3, 4 / 28
	Residential Fence Type 3 - Privacy	2 / 28	1, 3, 4 / 28
	Residential Fence Gates	3 / 28	1, 2, 4 / 28

FENCING REFERENCE NOTES

1. Center Post to Lot lines
2. Starting from Lot lines, install fence type as indicated in 9' segments.
3. Locate Segments not equal to 9' as indicated. Where not possible to make up the difference in a single segment, split equally among two or three segments.
4. Step down at end segment as shown in Keynote 6.2.



DESIGNWORKSHOP
Landscape Architecture
Planning • Urban Design
Asheville • Aspen • Austin • Beijing • Chicago • Denver • Dubai • Houston • Lake Tahoe • Los Angeles
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
WWW.DESIGNWORKSHOP.COM

BAREFOOT LAKES - FILING NO. 3 AMENDMENT NO. 1 FINAL DEVELOPMENT PLAN

TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 5 of 6	

PROJECT NUMBER: 5311

FENCING

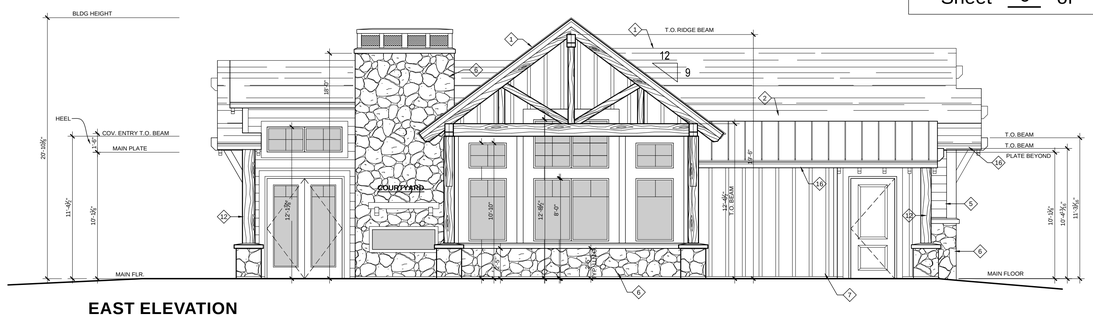
SHEET NUMBER
L9-1

©COPYRIGHT DESIGNWORKSHOP, INC.

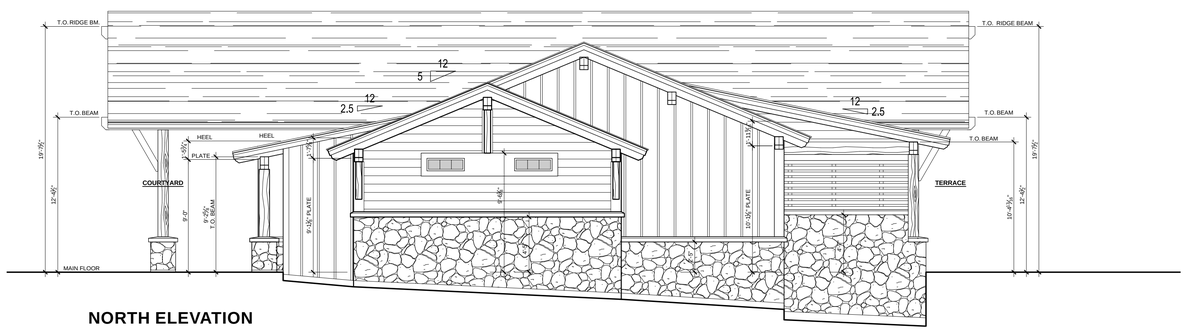
Final Development Plan
Barefoot Lakes Filing No. 3
Amendment No. 1
ARCHITECTURAL ELEVATIONS
Town of Firestone
Weld County
State of Colorado
Sheet 6 of 6

NOTE:

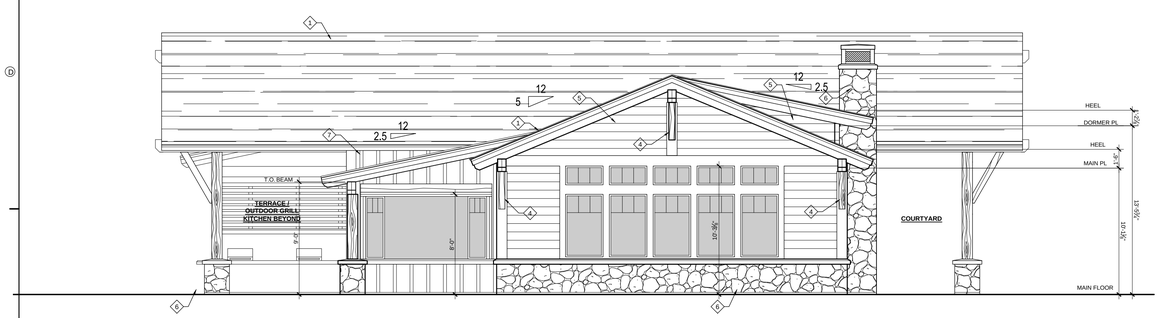
- **Elevations depict character and massing of proposed structure, but are conceptual in nature and subject to change.**



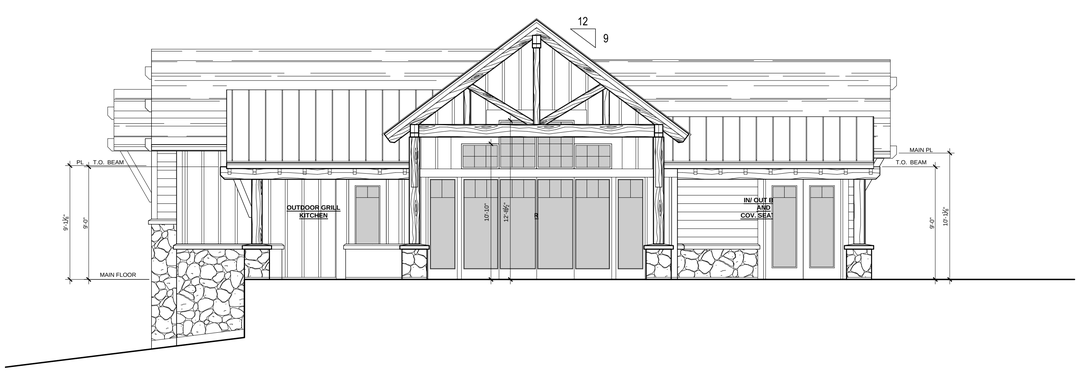
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

ELEVATION KEY NOTES

Top bot	
1.	OWENS CORNING, DURATION, ASPHALT SHINGLE ROOFING
2.	LOW SLOPE METAL PANEL ROOFING
3.	2X6 R.S. WOOD FASCIA
4.	BUILT UP 6"x12" ((2) 3x12) R.S. OUTLOOKER WITH METAL CAP FLASHING ATOP EXPOSED ENDS - RE: DETAIL
5.	PRE FINISHED HARDIE COLORPLUS LAP SIDING W/ 8" REVEAL
6.	ADHERED STONE VENEER - OLD HICKORY (MINUS REDS) NATURAL STONE FROM SUNSET STONE AND PRECAST SILL
7.	WOOD GRAIN HARDIE PANEL w/ 1x3 BATTENS AT 16" O/C
8.	5/4 x 4 ENGINEERED WOOD TRIM W/ GRAIN TEXTURE
9.	5/4 x 6 ENGINEERED WOOD TRIM W/ GRAIN TEXTURE
10.	5/4 x 10 ENGINEERED WOOD TRIM W/ GRAIN TEXTURE
11.	5/4 x 4 ENGINEERED WOOD TRIM SURROUND AT WINDOWS/ DOORS, U.N.O.
12.	10 x 10 ROUGH SAWN TIMBER POST
13.	ROUGH SAWN BRACKET - RE: DETAIL
14.	BUILT UP 8"x12" ((2) 4x12) R.S. BEAM,
15.	3x12 ROUGH SAWN RAFTERS AT MAIN GABLE
16.	5" K STYLE BEVELED GUTTERS W/ 4" x 3" OPEN FACED DOWNSPOUT TO UNDERGROUND DRAIN PER CIVIL

NOTES:

- PROVIDE METAL Z FLASHING OVER HORIZONTAL TRIM

LOCUS DESIGN Architecture
LOCUS DESIGN GROUP, LTD
ARCHITECTURE
861 SOUTHPARK DR., SUITE 400
LITTLETON, COLORADO 80120
PH 303-949-8184

BAREFOOT LAKES - FILING NO. 3
AMENDMENT NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF FIRESTONE WELD COUNTY
STATE OF COLORADO

FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	11/1/2019
Revision 1:	1/20/2020
Revision 2:	
Revision 3:	
Sheet 6 of 6	

PROJECT NUMBER: 5311

ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1-1

©COPYRIGHT DESIGNWORKSHOP, INC.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.c **Land Development** **Meeting Date:** February 26, 2020 **Initiated By:** **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: RESOLUTION 20-23: A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT FOR LOTS 24-28 AND TRACT C LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

SUMMARY

The request is to increase the area of Lot 25 to 7,411 square feet and decrease the area of Tract C to 162,791 square feet. The modification to the properties requires a replat of this portion of Filing No. 3. Please see staff report under agenda item 9.b for additional information.

HISTORY AND PREVIOUS BOARD ACTION

The Barefoot Lakes Filing No. 3 Final Plat was approved by the Town Board of Trustees at the May 23, 2018 regular meeting.

At the February 6, 2020 regular meeting, the Planning and Zoning Commission adopted Resolution No. PC-20-03, a resolution recommending approval of a final plat for Barefoot Lakes Filing No. 3 Replat #1 with conditions.

RECOMMENDATION

Staff recommends approval of Resolution 20-23 to approve the replat with conditions.

ALTERNATIVES

ATTACHMENTS

1. 9.c TB Reso 20-23 FP Replat #1
2. 9.c Barefoot Lakes Filing 3 Replat #1
3. 9.c Barefoot Lakes Filing 3 Final Plat

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-23

A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT FOR LOTS 24-28, BLOCK 1 AND TRACT C LOCATED WITHIN BAREFOOT LAKES FILING NO. 3

WHEREAS, Barefoot, LLC, as owner of certain real property described as Lots 24 through 28, Block 1, Barefoot Lakes Filing No. 3, and on behalf of St. Vrain Lakes Metropolitan District No. 1, as owner of certain real property described as Tract C, Barefoot Lakes Filing No. 3 (collectively, the "Property"), have submitted a proposed final plat for the Property, entitled "Barefoot Lakes Filing No. 3, Replat #1" (the "Final Plat"), which would increase the size of Lot 25 to 7,411 square feet and reduce Tract C to 162,791 square feet; and

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

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Town Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Town of Firestone subdivision and zoning ordinances and applicable Development Regulations.

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

Section 1. The Town of Firestone Town Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 3, Replat #1, attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) Barefoot, LLC shall provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

(b) All minor, technical corrections to the Barefoot Lakes Filing No. 3, Replat #1 final plat shall be made to the Town's satisfaction.

(c) The Barefoot Lakes Filing No. 3, Replat #1 final plat shall not be recorded until such time as all conditions of this section have been fulfilled by Barefoot, LLC and upon the effective date of the utility easement vacations that are the subject of Ordinance No. 968.

Section2. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the Final Plat with the Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 3. Unless otherwise extended by resolution of the Board of Trustees, the approval of the plat Barefoot Lakes Filing No. 3, Replat #1 shall be null and void if the conditions are not complied with within ninety (90) days of the date of this Resolution.

PASSED AND ADOPTED this 26th day of February, 2020.

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 3, Replat #1
Final Plat

.

EXHIBIT A

FINAL PLAT

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A REPLAT OF LOTS 24-28, BLOCK 1 AND TRACT C BAREFOOT LAKES FILING NO. 1,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

4.416 ACRES – 5 LOTS/1 TRACT

SHEET 1 OF 3

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY AND ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1, BEING THE SOLE OWNERS OF LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING LOTS 24-28, BLOCK 1 AND TRACT C, BAREFOOT LAKES FILING NO. 3 AS RECORDED ON 08/13/2018 UNDER RECEPTION NO. 4422565, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE LOCATED WITHIN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 4.416 ACRES, (192,361 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF BAREFOOT LAKES FILING NO. 3 ,AMENDMENT NO. 1, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES, AND OTHER PUBLIC PLACES, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

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

OWNERS:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
FORMERLY KNOWN AS CARMA BAYSHORE LLC, A COLORADO LIMITED LIABILITY COMPANY
5465 GREENWOOD PLAZA BLVD, STE 700
CENTENNIAL CO 80111

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ___ DAY OF _____ A.D., 201_.

STATE OF COLORADO)
) SS.
COUNTY OF_____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF_____ 201_,

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC

AND

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ___ DAY OF _____ A.D., 201_.

STATE OF COLORADO)
) SS.
COUNTY OF_____)

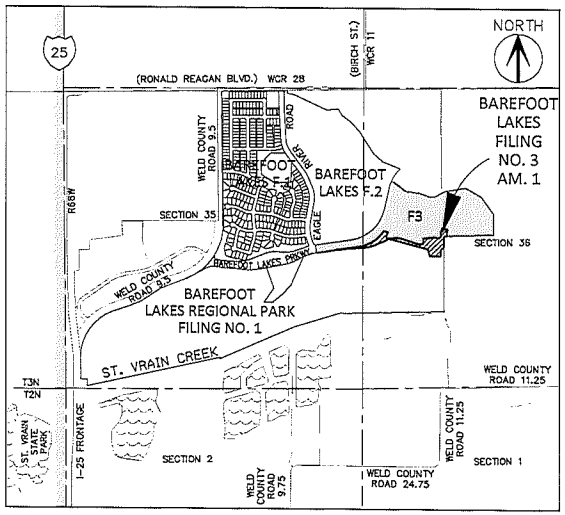
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF_____ 201_,

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES:

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
2. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°17'36 EAST, 1331.89 FEET AND MONUMENTED AS SHOWN HEREON.
4. LAND TITLE GUARANTEE COMPANY ORDER NUMBER _____ DATED _____ ___, 20___ AT __:__ P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
5. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 08123C0890E WITH AN EFFECTIVE DATE OF JANUARY 20, 2016, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AE", "ZONE AE" IS DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD". BASE FLOOD ELEVATIONS DETERMINED.
6. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE AND APPROPRIATE UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES.
7. A BLANKET DRAINAGE EASEMENT OVER AND ACROSS TRACT C1 IS HEREBY DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
8. A BLANKET PEDESTRIAN ACCESS EASEMENT OVER AND ACROSS TRACT C1 ARE FOR THE INSTALLATION, MAINTENANCE, AND USE OF WALKS AND TRAILS.
9. ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT BE LIMITED TO: COMCAST FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE GAS FOR GAS.
10. THE SEWER EASEMENTS SHOWN HEREON ARE DEDICATED TO THE ST. VRAIN SANITATION DISTRICT FOR INSTALLATION AND MAINTENANCE OF DISTRICT SANITARY SEWER FACILITIES.
11. A TWO FOOT (2-FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, ARE FOR THE INSTALLATION, MAINTENANCE AND CONVEYANCE OF STORM DRAINAGE.
12. THE VARIABLE WIDTH SIGHT DISTANCE EASEMENT IS A NO-BUILD AREA AND RESTRICTS VEGETATION AND PERMANENT STRUCTURES MORE THAN THREE FEET TALL.

SHEET INDEX

SHEET 1 – LEGAL DESCRIPTION, DEDICATION, APPROVALS, VICINITY MAP, GENERAL NOTES, SUBDIVISION DATA,
SHEET 2 – SECTION BREAKDOWN, OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 3 – TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DETAILS

LITTLE THOMPSON WATER DISTRICT ACCEPTANCE CERTIFICATE

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

LITTLE THOMPSON WATER DISTRICT

BY: _____
PRESIDENT

STATE OF COLORADO)
) SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 201__

BY _____ AS _____ OF
LITTLE THOMPSON WATER DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC_____

ST. VRAIN SANITATION DISTRICT ACCEPTANCE CERTIFICATE

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

ST. VRAIN SANITATION DISTRICT

BY: _____
PRESIDENT

STATE OF COLORADO)
) SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 201__

BY _____ AS _____ OF
ST. VRAIN SANITATION DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC_____

SURVEYING CERTIFICATE:

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

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

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILIND NO. 3 AMENDMENT NO. 1** WAS APPROVED ON THIS _____ DAY OF_____ 202__ BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

_____
MAYOR

_____
ATTEST: TOWN CLERK

OWNER:
BAREFOOT LLC
5465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6505
CONTACT: ELIZABETH KAY MARCHETTI
ELIZABETH.KAYMARCHETTI@BROOKFIELDRP.COM

SURVEYOR:
AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: DEREK BROWN
DBROWN@AZTECCONSULTANTS.COM

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

DEVELOPER:
BROOKFIELD RESIDENTIAL
5465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-706-9451
CONTACT: DAVID CARRO
DAVID.CARRO@BROOKFIELDRP.COM

SUBDIVISION DATA TABLE

	TOTALS
GROSS AREA	4.416
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	0.91 LOTS / ACRE
NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	4
NUMBER OF COMMUNITY FACILITY LOTS	1
AREA OF COMMUNITY BUILDING LOTS	0.170 ACRES
NUMBER OF TRACTS	1
AREA OF TRACTS	3.737 ACRES
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	0.509 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	5.89 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	5,500 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	7,411 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	5,914 SQUARE FEET

TRACT USE SUMMARY TABLE

TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
C1	162,791	3.737	PA, DRAINAGE	SVLMD	SVLMD
TOTAL	162,791	3.737			

SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
PA = PEDESTRIAN ACCESS

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	AMENDMENT NO. 1
Preparation Date	10-14-2019
Revision Date	1/17/2020
Revision Date	
Revision Date	

COVER PAGE ~ SHEET 1 of 3

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 5489-43

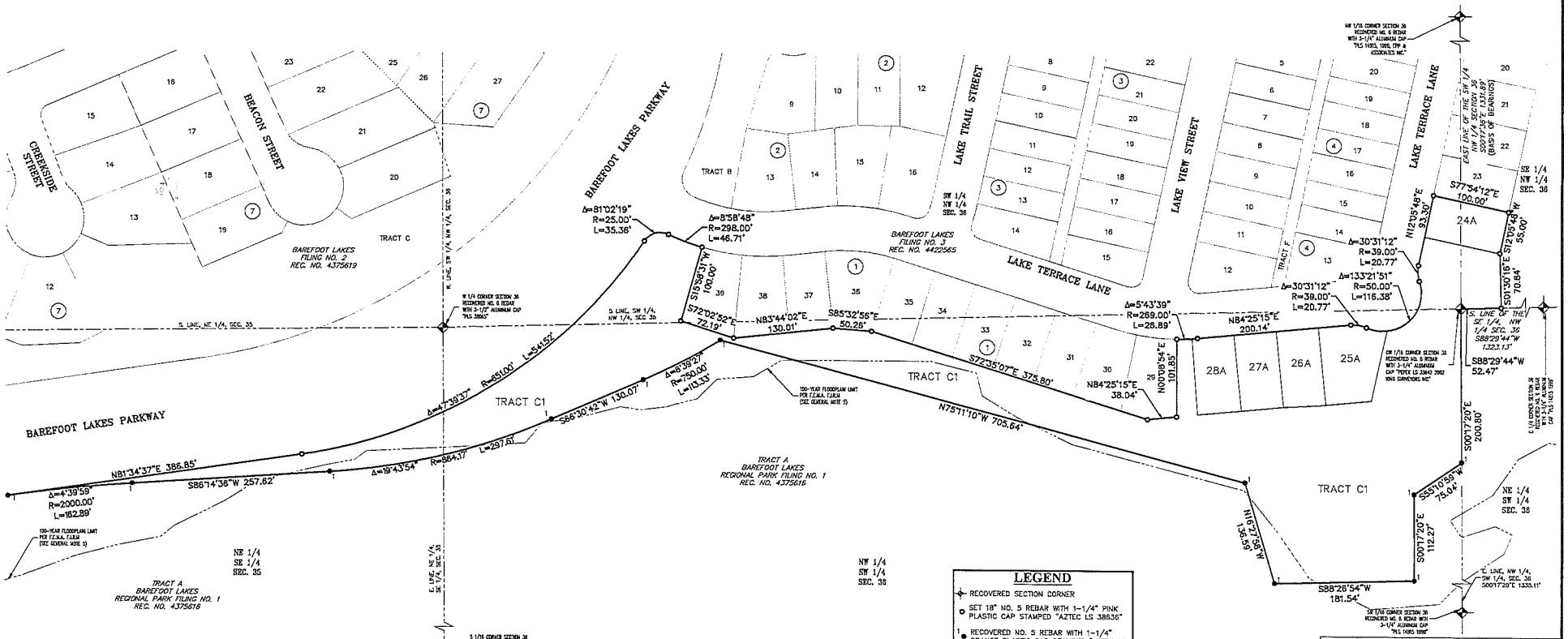
DEVELOPER
BROOKFIELD RESIDENTIAL
5465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION	2019-10-14
SCALE	N/A
SHEET 1 OF 3	

FINAL PLAT

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A REPLAT OF LOTS 24-28, BLOCK 1 AND TRACT C BAREFOOT LAKES FILING NO. 1,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
4.416 ACRES - 5 LOTS/1 TRACT
SHEET 2 OF 3



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	AMENDMENT NO. 1
Preparation Date	10-14-2019
Revision Date	1/17/2020
Revision Date	
Revision Date	

OVERALL BOUNDARY ~ SHEET 2 of 3

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No. 54879-03

DEVELOPER
BROOKFIELD RESIDENTIAL
5465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION	2019-10-14
SCALE:	1" = 50'
SHEET 2 OF 3	

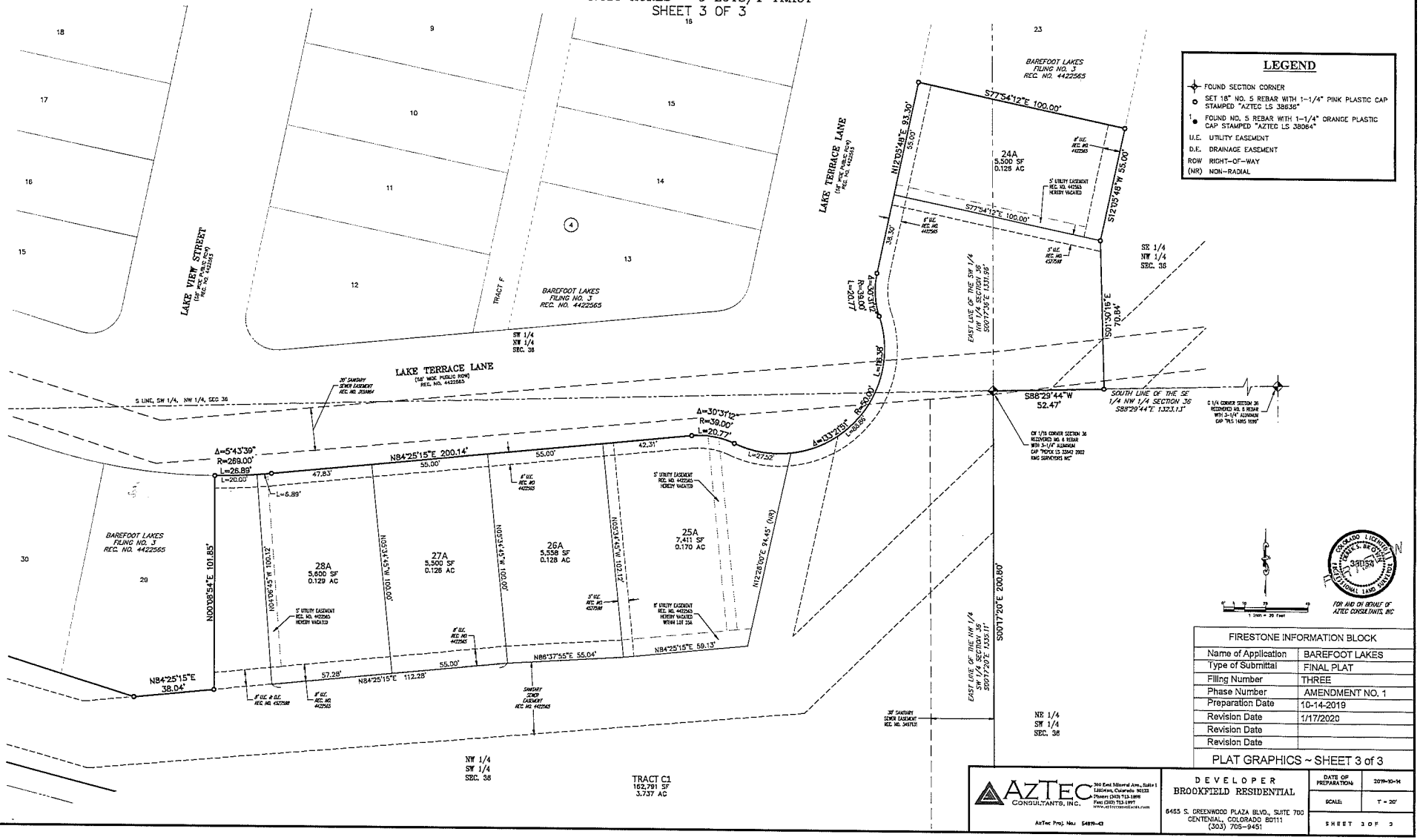
FINAL PLAT

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A REPLAT OF LOTS 24-28, BLOCK 1 AND TRACT C BAREFOOT LAKES FILING NO. 1,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

4.416 ACRES - 5 LOTS/1 TRACT

SHEET 3 OF 3



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	AMENDMENT NO. 1
Preparation Date	10-14-2019
Revision Date	1/17/2020
Revision Date	
Revision Date	

PLAT GRAPHICS ~ SHEET 3 of 3

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No: 54819-43

DEVELOPER
BROOKFIELD RESIDENTIAL
8455 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 705-9451

DATE OF PREPARATION	2019-10-14
SCALE:	1" = 20'
SHEET 3 OF 3	

FINAL PLAT

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A REPLAT OF LOTS 24–28, BLOCK 1 AND TRACT C BAREFOOT LAKES FILING NO. 1,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

4.416 ACRES – 5 LOTS/1 TRACT

SHEET 1 OF 3

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY AND ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1, BEING THE SOLE OWNERS OF LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING LOTS 24–28, BLOCK 1 AND TRACT C, BAREFOOT LAKES FILING NO. 3 AS RECORDED ON 08/13/2018 UNDER RECEPTION NO. 4422565, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE LOCATED WITHIN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 4.416 ACRES, (192,361 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 3 ,AMENDMENT NO. 1**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES, AND OTHER PUBLIC PLACES, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

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

OWNERS:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
FORMERLY KNOWN AS CARMA BAYSHORE LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 GREENWOOD PLAZA BLVD, STE 700
CENTENNIAL CO 80111

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 201_.

STATE OF COLORADO)
) SS.
COUNTY OF_____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF_____ 201_.,

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC

AND

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 201_.

STATE OF COLORADO)
) SS.
COUNTY OF_____)

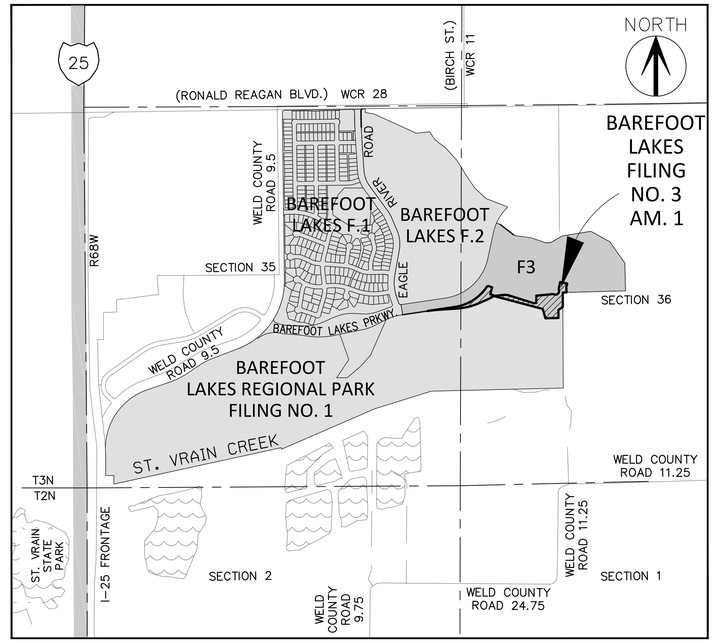
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF_____ 201_.,

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES:

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, COLORADO REVISED STATUTE.
2. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°17'36 EAST, 1331.89 FEET AND MONUMENTED AS SHOWN HEREON.
4. LAND TITLE GUARANTEE COMPANY ORDER NUMBER _____, DATED _____ __, 20__ AT _:__ P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS–OF–WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
5. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 08123C1890E WITH AN EFFECTIVE DATE OF JANUARY 20, 2016, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AE", "ZONE AE" IS DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD". BASE FLOOD ELEVATIONS DETERMINED.
6. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE AND APPROPRIATE UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES.
7. A BLANKET DRAINAGE EASEMENT OVER AND ACROSS TRACT C1 IS HEREBY DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
8. A BLANKET PEDESTRIAN ACCESS EASEMENT OVER AND ACROSS TRACT C1 ARE FOR THE INSTALLATION, MAINTENANCE, AND USE OF WALKS AND TRAILS.
9. ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT BE LIMITED TO: COMCAST FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE GAS FOR GAS.
10. THE SEWER EASEMENTS SHOWN HEREON ARE DEDICATED TO THE ST. VRAIN SANITATION DISTRICT FOR INSTALLATION AND MAINTENANCE OF DISTRICT SANITARY SEWER FACILITIES.
11. A TWO FOOT (2–FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, ARE FOR THE INSTALLATION, MAINTENANCE AND CONVEYANCE OF STORM DRAINAGE.
12. THE VARIABLE WIDTH SIGHT DISTANCE EASEMENT IS A NO–BUILD AREA AND RESTRICTS VEGETATION AND PERMANENT STRUCTURES MORE THAN THREE FEET TALL.

SHEET INDEX

SHEET 1 – LEGAL DESCRIPTION, DEDICATION, APPROVALS, VICINITY MAP, GENERAL NOTES, SUBDIVISION DATA,
SHEET 2 – SECTION BREAKDOWN, OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 3 – TRACTS, LOTS, BLOCKS AND RIGHTS–OF–WAY GRAPHICS AND DETAILS

LITTLE THOMPSON WATER DISTRICT ACCEPTANCE CERTIFICATE

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

LITTLE THOMPSON WATER DISTRICT

BY: _____
PRESIDENT

STATE OF COLORADO)
)SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
____, 201__

BY _____ AS _____ OF
LITTLE THOMPSON WATER DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC_____

ST. VRAIN SANITATION DISTRICT ACCEPTANCE CERTIFICATE

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

ST. VRAIN SANITATION DISTRICT

BY: _____
PRESIDENT

STATE OF COLORADO)
)SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____,
201__

BY _____ AS _____ OF
ST. VRAIN SANITATION DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC_____

SURVEYING CERTIFICATE:

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

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

COLORADO LICENSED
DEREK S. BROWN
38664
PROFESSIONAL LAND SURVEYOR

FOR THE

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 3 AMENDMENT NO. 1** WAS APPROVED ON THIS _____ DAY OF_____, 202_ BY RESOLUTION NO. _____, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

_____
MAYOR

_____
ATTEST: TOWN CLERK

SUBDIVISION DATA TABLE

	TOTALS
GROSS AREA	4.416
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	0.91 LOTS / ACRE
NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	4
NUMBER OF COMMUNITY FACILITY LOTS	1
AREA OF COMMUNITY BUILDING LOTS	0.170 ACRES
NUMBER OF TRACTS	1
AREA OF TRACTS	3.737 ACRES
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	0.509 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	5.89 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	5,500 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	7,411 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	5,914 SQUARE FEET

TRACT USE SUMMARY TABLE

TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
C1	162,791	3.737	PA, DRAINAGE	SVLMD	SVLMD
TOTAL	162,791	3.737			

SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
PA = PEDESTRIAN ACCESS

OWNER:
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303–790–6605
CONTACT: ELIZABETH KAY MARCHETTI
ELIZABETH.KAYMARCHETTI@BROOKFIELDRP.COM

SURVEYOR:
AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303–713–1898
CONTACT: DEREK BROWN
DBROWN@AZTECCONSULTANTS.COM

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

DEVELOPER:
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303–706–9451
CONTACT: DAVID CARRO
DAVID.CARRO@BROOKFIELDRP.COM

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	AMENDMENT NO. 1
Preparation Date	10-14-2019
Revision Date	1/17/2020
Revision Date	
Revision Date	

COVER PAGE ~ SHEET 1 of 3

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 54819-43

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706–9451

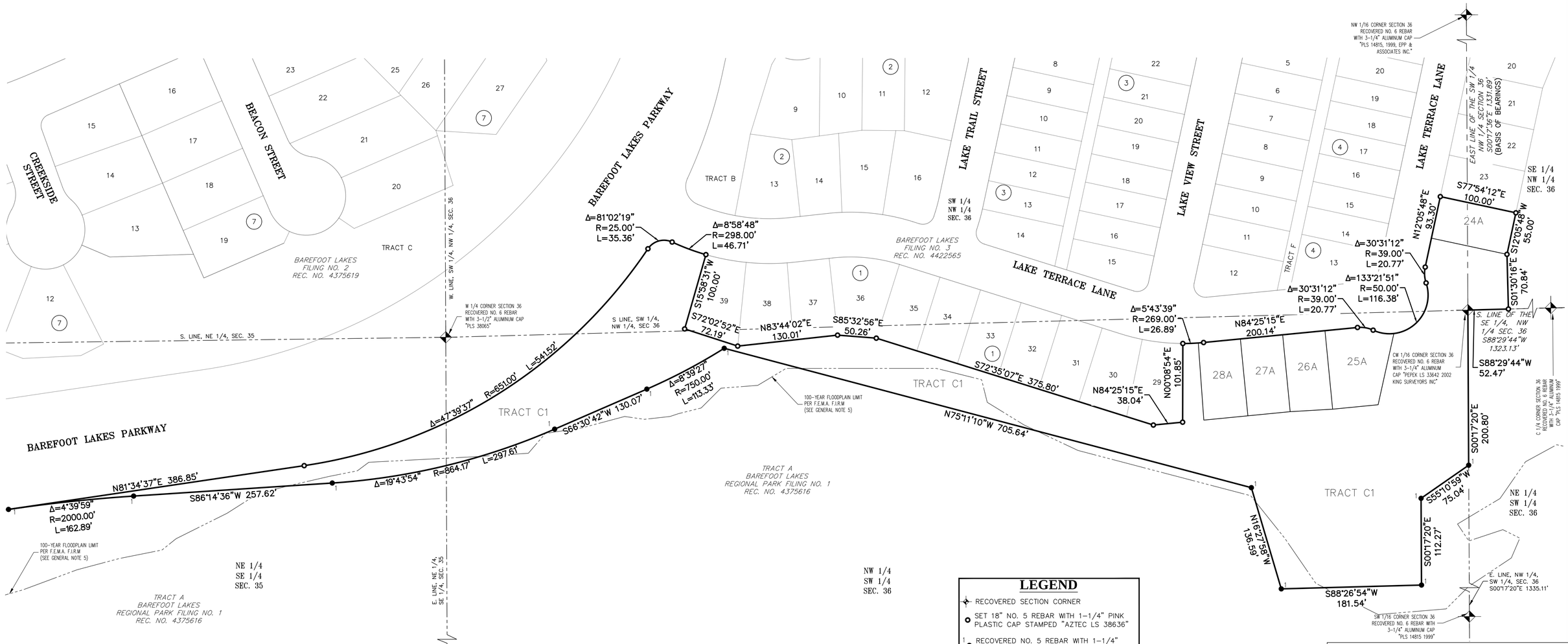
DATE OF PREPARATION:	2019-10-14
SCALE:	N/A
SHEET 1 OF 3	

FINAL PLAT

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A REPLAT OF LOTS 24-28, BLOCK 1 AND TRACT C BAREFOOT LAKES FILING NO. 1,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
4.416 ACRES - 5 LOTS/1 TRACT

SHEET 2 OF 3



LEGEND

- RECOVERED SECTION CORNER
- SET 18" NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR JEREMY S. BROWN 38064

PRELIMINARY

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	AMENDMENT NO. 1
Preparation Date	10-14-2019
Revision Date	1/17/2020
Revision Date	
Revision Date	

OVERALL BOUNDARY ~ SHEET 2 of 3

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.azteccomsultants.com

AzTec Proj. No.: 54819-43

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

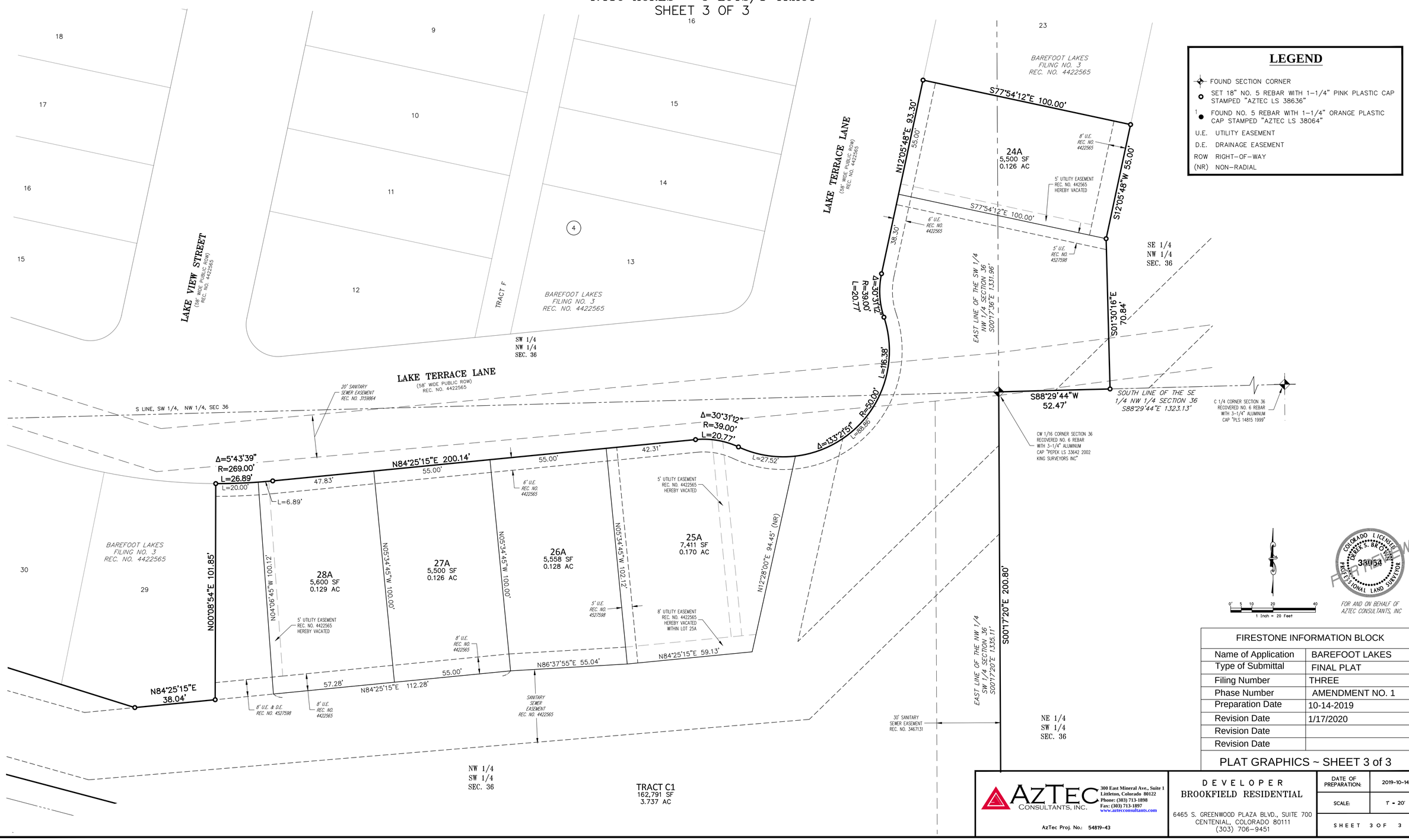
DATE OF PREPARATION:	2019-10-14
SCALE:	1" = 60'

FINAL PLAT

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A REPLAT OF LOTS 24–28, BLOCK 1 AND TRACT C BAREFOOT LAKES FILING NO. 1,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
4.416 ACRES – 5 LOTS/1 TRACT

SHEET 3 OF 3



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	AMENDMENT NO. 1
Preparation Date	10-14-2019
Revision Date	1/17/2020
Revision Date	
Revision Date	

PLAT GRAPHICS ~ SHEET 3 of 3

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 54819-43

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	2019-10-14
SCALE:	1" = 20'
SHEET 3 OF 3	

4422565 Pages: 1 of 6
08/13/2018 09:40 AM R Fee:$63.00
Carly Koenes, Clerk and Recorder, Weld County, CO

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 1 OF 6

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY AND ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1, BEING THE SOLE OWNERS OF LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

SEE SHEET 2 FOR LEGAL DESCRIPTION

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 3**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES, AND OTHER PUBLIC PLACES, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

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

OWNERS:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
FORMERLY KNOWN AS CARMA BAYSHORE LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 GREENWOOD PLAZA BLVD, STE 700
CENTENNIAL CO 80111

BY: [signature]
NAME: Richard J. Dengler
TITLE: President
EXECUTED THIS 15th DAY OF June, A.D., 2018.

STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF June 2018.
BY Richard J. Dengler AS President OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES 4-11-22
WITNESS MY HAND AND SEAL.
JILL BEDORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144015666
MY COMMISSION EXPIRES APRIL 11, 2022
NOTARY PUBLIC

AND

BY: [signature]
NAME: Ashley Tarufelli
TITLE: CFO
EXECUTED THIS 15th DAY OF June, A.D., 2018.

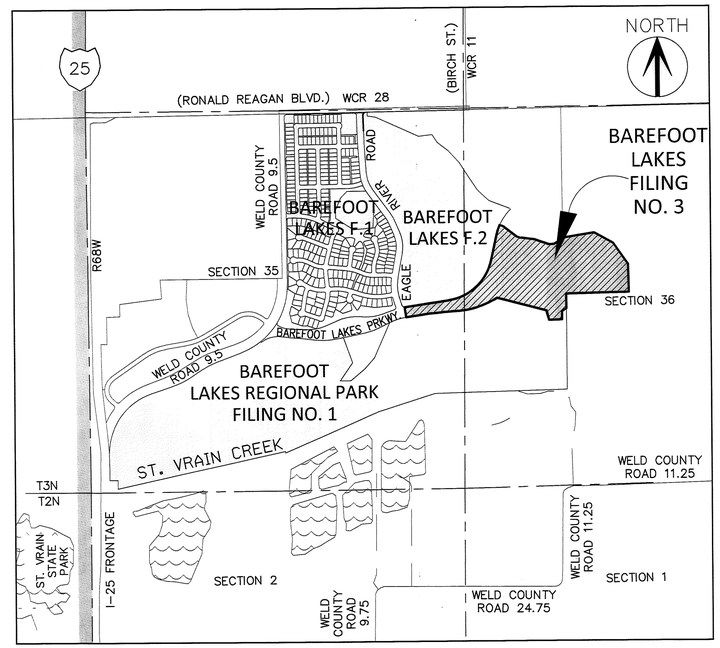
STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF June 2018.
BY Ashley Tarufelli AS CFO OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES 4-11-22
WITNESS MY HAND AND SEAL.
JILL BEDORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144015666
MY COMMISSION EXPIRES APRIL 11, 2022
NOTARY PUBLIC

AS TO TRACT Q BAREFOOT LAKES FILING NO. 1

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
6465 GREENWOOD PLAZA BLVD, STE 700
CENTENNIAL CO 80111

BY: [signature]
NAME: MARC SAVELA
TITLE: PRESIDENT

STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF June 2018.
BY Marc Savela AS President OF ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
MY COMMISSION EXPIRES 4-11-22
WITNESS MY HAND AND SEAL.
JILL BEDORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144015666
MY COMMISSION EXPIRES APRIL 11, 2022
NOTARY PUBLIC



VICINITY MAP
SCALE: 1" = 1000'

LITTLE THOMPSON WATER DISTRICT ACCEPTANCE CERTIFICATE

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

LITTLE THOMPSON WATER DISTRICT
BY: [signature]
~~PRESIDENT~~ DISTRICT ENGINEER
STATE OF COLORADO)
COUNTY OF Larimer) SS
ACKNOWLEDGED BEFORE ME THIS 8th DAY OF June, 2018
BY Amber Kauffman AS District Engineer OF LITTLE THOMPSON WATER DISTRICT
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 5-13-21
HOLLY SUESS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984019391
MY COMMISSION EXPIRES MAY 13, 2021
NOTARY PUBLIC Holly Suess

ST. VRAIN SANITATION DISTRICT ACCEPTANCE CERTIFICATE

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

ST. VRAIN SANITATION DISTRICT
BY: [signature]
~~PRESIDENT~~
STATE OF COLORADO)
COUNTY OF Weld) SS
ACKNOWLEDGED BEFORE ME THIS 11th DAY OF June, 2018
BY Dan Zweck AS Collection System Super OF ST. VRAIN SANITATION DISTRICT
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 5-20-18
NOTARY PUBLIC [signature]

SHEET INDEX

SHEET 1 — DEDICATION, APPROVALS, VICINITY MAP
SHEET 2 — LEGAL DESCRIPTION, GENERAL NOTES, SUBDIVISION DATA, LINE & CURVE TABLES
SHEET 3 — SECTION BREAKDOWN, OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 4–6 — TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DETAILS

SURVEYING CERTIFICATE:

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

COLORADO LICENSED DEREK S. BROWN 38064 6/7/18 PROFESSIONAL LAND SURVEYOR

BY: DEREK S. BROWN, L.S. NO. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 3** WAS APPROVED ON THIS 23rd DAY OF May, 2018 BY RESOLUTION NO. 18-23, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR [signature]
FIRESTONE TOWN SEAL WELD COUNTY, COLORADO
ATTEST: TOWN CLERK [signature]

OWNER:
BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6605
CONTACT: ELIZABETH KAY MARCHETTI
ELIZABETH.KAYMARCHETTI@BROOKFIELDRP.COM

SURVEYOR:
AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: DEREK BROWN
DBROWN@AZTECCONSULTANTS.COM

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

DEVELOPER:
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-706-9451
CONTACT: DAVID CARRO
DAVID.CARRO@BROOKFIELDRP.COM

OWNER:
ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6605
CONTACT: MARC SAVELA
MARC.SAVELA@BROOKFIELDRP.COM

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	06-01-2018

COVER PAGE ~ SHEET 1 of 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 5487-07

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

DATE OF PREPARATION:	2017-02-24
SCALE:	N/A
SHEET 1 OF 6	

4422565 Pages: 2 of 6
08/13/2018 09:40 AM R Fee:$63.00
Carly Koppes Clerk and Recorder, Weld County, CO

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

LEGAL DESCRIPTION FOR CERTIFICATION OF OWNERSHIP AND DEDICATION

PARCEL 1

A PARCEL OF LAND BEING LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1 AS RECORDED ON 09/24/2015 UNDER RECEPTION NO. 4145010, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE AND TRACT D, BAREFOOT LAKES FILING NO. 2 AS RECORDED ON 02/15/2018 UNDER RECEPTION NO. 4375619, IN SAID RECORDS LOCATED WITHIN THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 43.435 ACRES, (1,892,015 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

PARCEL 2

AN UNPLATTED PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN WAS ASSUMED TO BEAR SOUTH 00°17'36" EAST, A DISTANCE OF 1331.89 FEET AND MONUMENTED AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 36 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "PLS 14815 1999 EPP & ASSOCIATES INC." AND AT THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 36 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "PEPEK LS 33642 2002 KING SURVEYORS INC".

COMMENCING AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE SOUTH 42°13'13" WEST, A DISTANCE OF 788.01 FEET TO THE NORTHEASTERLY CORNER OF TRACT D, BAREFOOT LAKES FILING NO. 2 AS RECORDED ON 02/15/2018 UNDER RECEPTION NO. 4375619, OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT D, NORTH 69°09'19" WEST, A DISTANCE OF 108.30 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 85°34'54" EAST, A DISTANCE OF 172.27 FEET;

THENCE SOUTH 71°14'04" EAST, A DISTANCE OF 244.45 FEET TO THE NORTHERLY BOUNDARY OF BAREFOOT LAKES FILING NO. 1 AS RECORDED ON 09/24/2015 UNDER RECEPTION NO. 4145010, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING SIX (6) COURSES:

1. SOUTH 88°29'02" WEST, A DISTANCE OF 5.06 FEET;
2. NORTH 70°35'57" WEST, A DISTANCE OF 76.72 FEET;
3. SOUTH 77°50'00" WEST, A DISTANCE OF 78.03 FEET;
4. NORTH 59°32'32" WEST, A DISTANCE OF 71.55 FEET;
5. NORTH 88°27'40" WEST, A DISTANCE OF 70.07 FEET;
6. NORTH 69°09'19" WEST, A DISTANCE OF 17.76 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.194 ACRES, (8,446 SQUARE FEET), MORE OR LESS.

PARCEL 1 AND PARCEL 2 CONTAINING A COMBINED AREA OF 43.629 ACRES, (1,900,461 SQUARE FEET), MORE OR LESS.

GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
2. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°17'36 EAST, 1331.89 FEET AND MONUMENTED AS SHOWN HEREON.
4. LAND TITLE GUARANTEE COMPANY ORDER NUMBER ABC25148573, DATED JUNE 13, 2018 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
5. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 08123C1890E WITH AN EFFECTIVE DATE OF JANUARY 20, 2016, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AE", "ZONE AE" IS DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD". BASE FLOOD ELEVATIONS DETERMINED.
6. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE AND APPROPRIATE UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES.
7. A BLANKET DRAINAGE EASEMENT OVER AND ACROSS TRACTS A, B, C, AND D IS HEREBY DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
8. A BLANKET PEDESTRIAN ACCESS EASEMENT OVER AND ACROSS TRACTS A, B, AND C ARE FOR THE INSTALLATION, MAINTENANCE, AND USE OF WALKS AND TRAILS.
9. A BLANKET ACCESS EASEMENT OVER AND ACROSS TRACTS E AND F ARE FOR THE USE OF PRIVATE DRIVES AND ALLEYS FOR EMERGENCY SERVICE PROVIDERS.
10. TRACTS E AND F ARE PRIVATE ALLEYS AND SHALL NOT BE MAINTAINED BY THE TOWN OF FIRESTONE.
11. ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT BE LIMITED TO: COMCAST FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE GAS FOR GAS.
12. THE SEWER EASEMENTS SHOWN HEREON ARE DEDICATED TO THE ST. VRAIN SANITATION DISTRICT FOR INSTALLATION AND MAINTENANCE OF DISTRICT SANITARY SEWER FACILITIES.
13. A TWO FOOT (2-FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, ARE FOR THE INSTALLATION, MAINTENANCE AND CONVEYANCE OF STORM DRAINAGE.
14. THE VARIABLE WIDTH SIGHT DISTANCE EASEMENT IS A NO-BUILD AREA AND RESTRICTS VEGETATION AND PERMANENT STRUCTURES MORE THAN THREE FEET TALL.

LINE TABLE

LINE	BEARING	LENGTH
L1	S59°31'10"E	27.96'
L2	S77°54'12"E	43.78'
L3	N17°24'53"E	50.00'
L5	S81°07'19"W	100.00'
L6	N30°33'54"E	15.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	14°58'30"	240.00'	62.73'	S85°23'27"E, 62.55'
C2	72°19'27"	45.00'	56.80'	N48°15'32"E, 53.11'
C3	5°19'05"	240.00'	22.28'	N14°45'20"E, 22.27'
C4	11°31'17"	240.00'	48.26'	N83°39'51"W, 48.18'
C5	90°00'00"	25.00'	39.27'	S32°54'12"E, 35.36'
C6	98°10'20"	15.00'	25.70'	N36°59'22"W, 22.67'
C7	88°59'49"	15.00'	23.30'	S56°35'42"W, 21.03'
C8	83°19'52"	15.00'	21.82'	N29°34'08"W, 19.94'
C9	96°40'08"	15.00'	25.31'	S60°25'52"W, 22.41'
C10	83°19'52"	16.00'	23.27'	N29°34'08"W, 21.27'
C11	40°55'34"	39.00'	27.86'	S32°33'35"W, 27.27'
C12	30°31'12"	39.00'	20.77'	S03°09'48"E, 20.53'
C13	72°19'27"	16.00'	20.20'	N48°15'32"E, 18.88'
C14	107°40'33"	15.00'	28.19'	S41°44'28"E, 24.22'
C15	95°19'05"	15.00'	24.95'	N59°45'20"E, 22.17'
C16	90°00'00"	15.00'	23.56'	S27°35'07"E, 21.21'
C17	90°00'00"	15.00'	23.56'	N62°24'53"E, 21.21'
C19	91°57'20"	25.00'	40.12'	S21°15'53"E, 35.95'
C20	81°02'19"	25.00'	35.36'	S74°26'10"W, 32.49'
C21	90°03'54"	15.00'	23.58'	N32°56'09"W, 21.23'
C22	89°57'18"	15.00'	23.55'	N57°04'27"E, 21.20'
C23	133°21'51"	50.00'	116.38'	N48°15'32"E, 91.83'
C24	30°31'12"	39.00'	20.77'	N80°19'09"W, 20.53'
C25	40°55'34"	39.00'	27.86'	S70°06'44"W, 27.27'
C26	90°00'00"	25.00'	39.27'	S57°05'48"W, 35.36'
C27	40°55'34"	39.00'	27.86'	S68°57'42"E, 27.27'
C28	1°28'00"	269.00'	6.89'	N85°09'15"E, 6.89'

SUBDIVISION DATA TABLE

	TOTALS
GROSS AREA	43.629
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	2.45 LOTS / ACRE
NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	107
NUMBER OF TRACTS	6
AREA OF TRACTS	18.969 ACRES
AREA OF STREET RIGHT-OF-WAY	11.785 ACRES
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	12.875 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	8.30 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	3,531 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	9,936 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	5,249 SQUARE FEET

TRACT USE SUMMARY TABLE

TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
A	17,509	0.402	PA, DRAINAGE	SVLMD	SVLMD
B	29,057	0.667	PA, DRAINAGE	SVLMD	SVLMD
C	164,594	3.779	PA, DRAINAGE	SVLMD	SVLMD
D	598,730	13.745	OPEN SPACE, DRAINAGE	SVLMD	SVLMD
E	8,724	0.200	ACCESS, ALLEY	SVLMD	SVLMD
F	7,656	0.176	ACCESS, ALLEY	SVLMD	SVLMD
TOTAL	826,270	18.969			

SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
PA = PEDESTRIAN ACCESS

COLORADO LICENSED
DENNIS S. BROWN
38064
PROFESSIONAL LAND SURVEYOR
8/13/18

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	06-01-2018

LEGAL DESCRIPTION & NOTES ~ SHEET 2 of 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	2017-02-24
SCALE:	N/A

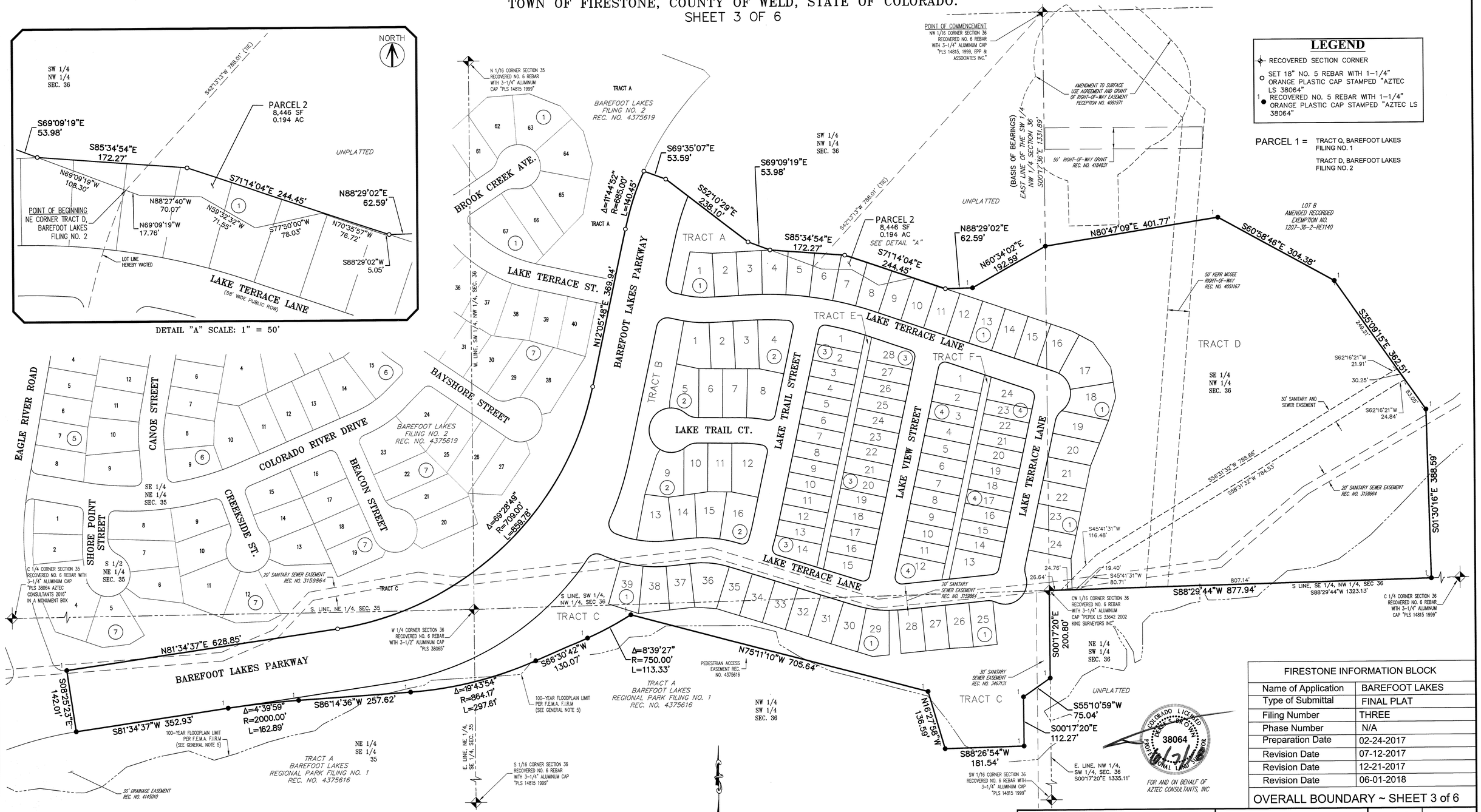
4422565 Pages: 3 of 6
08/13/2018 09:40 AM R Fee:$63.00
Carly Koppes, Clerk and Recorder, Weld County, CO

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 3 OF 6



LEGEND

- RECOVERED SECTION CORNER
- SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"

PARCEL 1 = TRACT Q, BAREFOOT LAKES FILING NO. 1
TRACT D, BAREFOOT LAKES FILING NO. 2

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR PATRICK S. BROWN 38064

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	06-01-2018

OVERALL BOUNDARY ~ SHEET 3 of 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	2017-02-24
SCALE:	1" = 100'

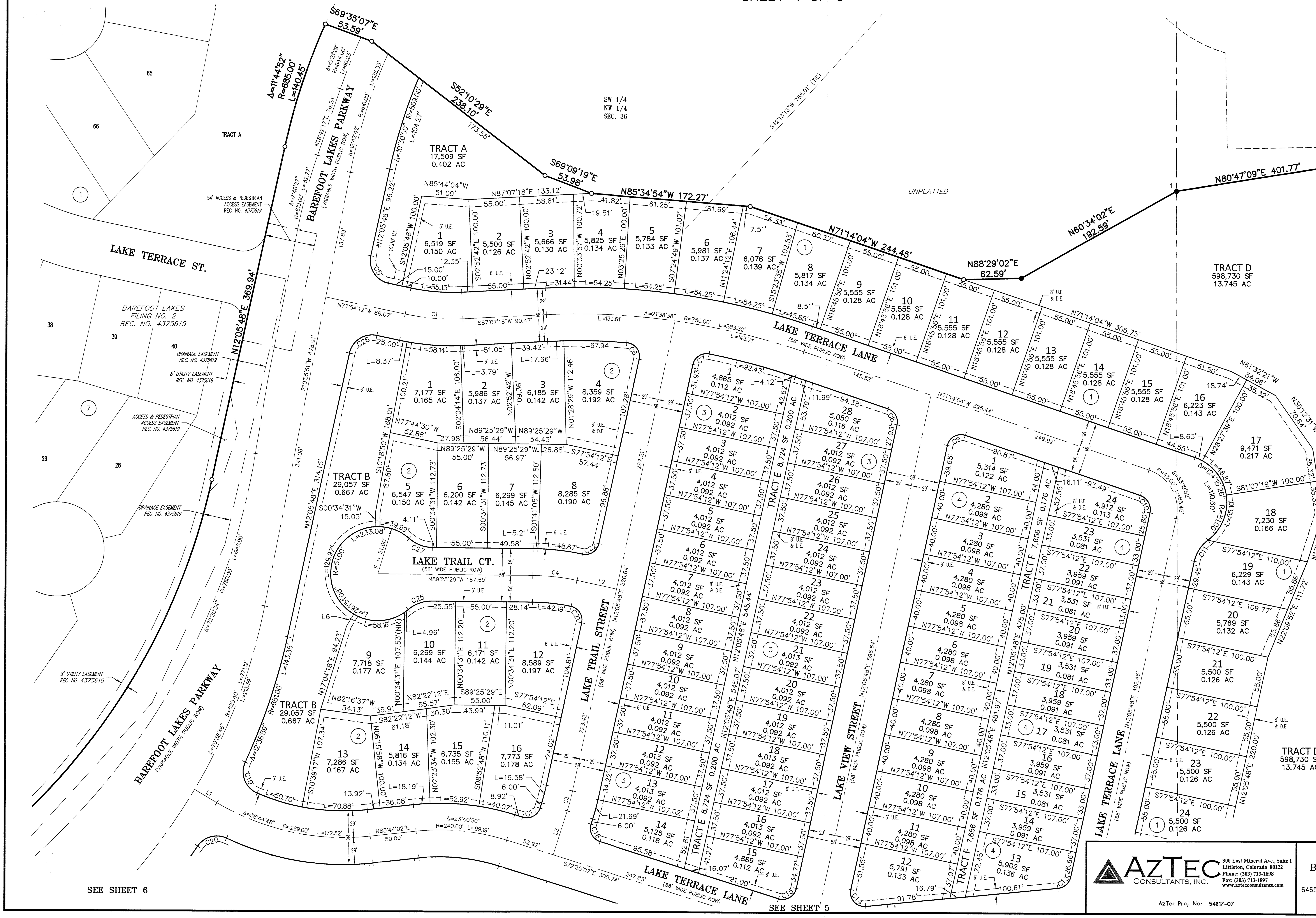
4422565 Pages: 4 of 6
08/13/2018 09:40 AM R Fee:$63.00
Carly Koppes, Clerk and Recorder, Weld County, CO

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 4 OF 6



LEGEND

- FOUND SECTION CORNER
- SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT-OF-WAY
- (NR) NON-RADIAL

SEE SHEET 2 FOR LINE AND CURVE TABLES

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	06-01-2018

PLAT GRAPHICS ~ SHEET 4 of 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	2017-02-24
SCALE:	1" = 50'
SHEET 4 OF 6	

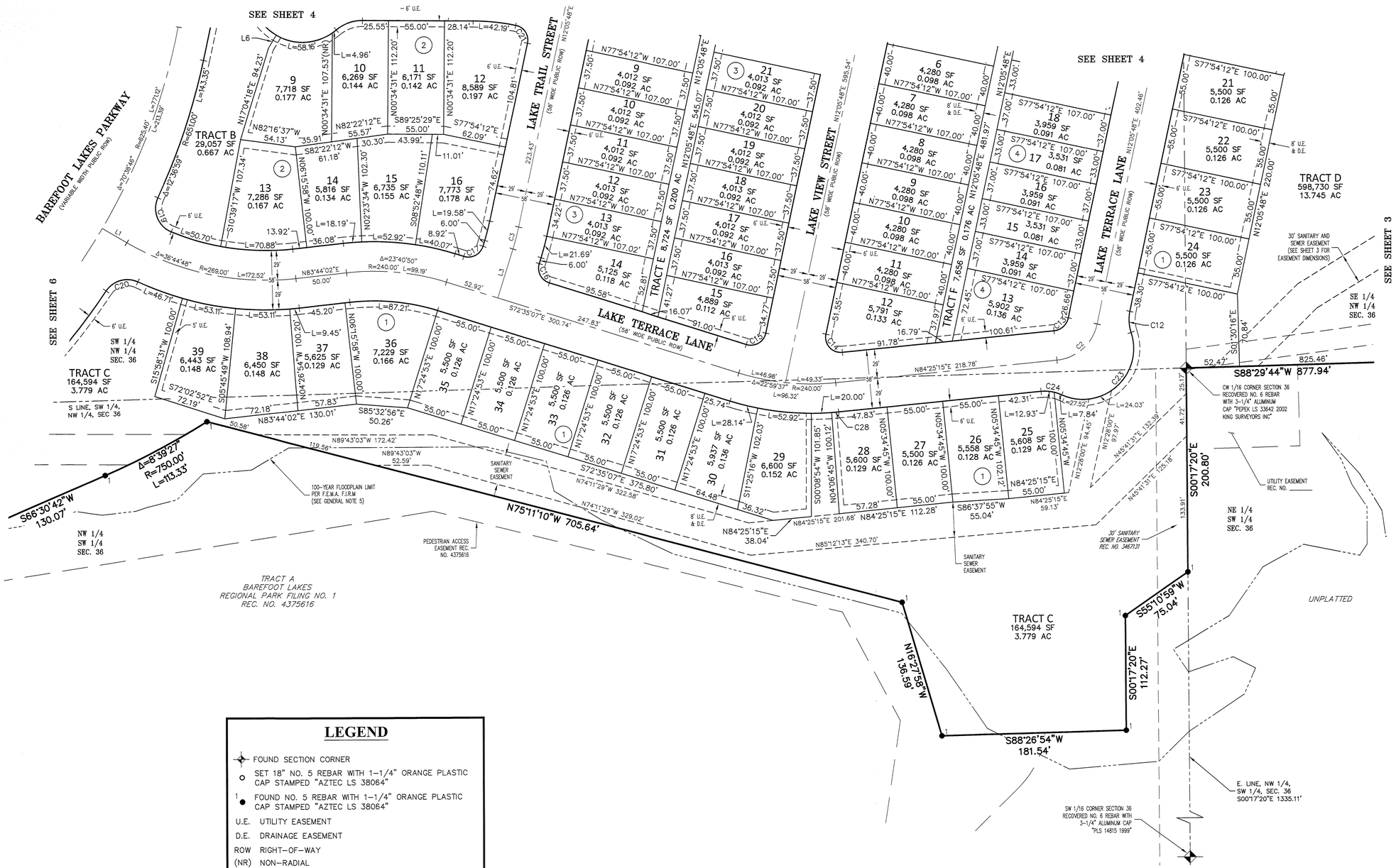
4422565 Pages: 5 of 6
08/13/2018 09:48 AM R Fee:$53.00
Carly Koppes Clerk and Recorder, Weld County, CO

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 5 OF 6



LEGEND

- FOUND SECTION CORNER
- SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT-OF-WAY
- (NR) NON-RADIAL

SEE SHEET 2 FOR LINE AND CURVE TABLES

0' 12.5 25 50 100
1 Inch = 50 Feet

COLORADO LICENSED DEREK S. BROWN 38064 PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	06-01-2018

PLAT GRAPHICS ~ SHEET 5 of 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	2017-02-24
SCALE:	1" = 50'
SHEET 5 OF 6	

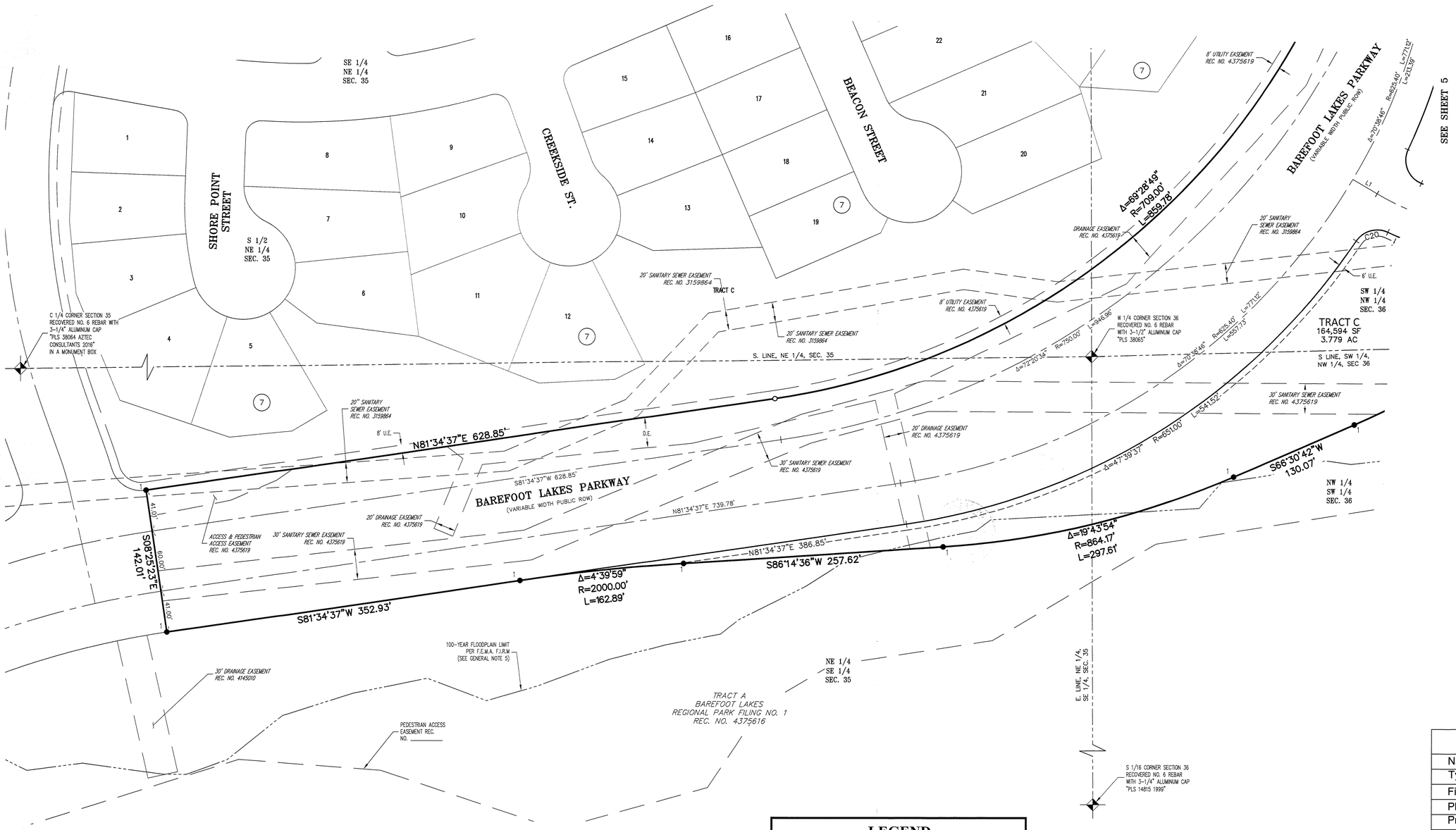
4422565 Pages: 6 of 6
08/13/2018 09:40 AM R Fee:$63.00
Carly Koppes, Clerk and Recorder, Weld County, CO

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 6 OF 6



LEGEND

- FOUND SECTION CORNER
- SET NO. 5 REBAR WITH 1-1/4" (ORANGE) PLASTIC CAP STAMPED "AZTEC LS 38064"
- FOUND NO. 5 REBAR WITH 1-1/4" (COLOR) PLASTIC CAP STAMPED "AZTEC LS 38064"
- U.E. UTILITY EASEMENT
- ROW RIGHT-OF-WAY

SEE SHEET 2 FOR LINE AND CURVE TABLES

COLORADO LICENSED BRADLEY S. BROWN 38064 PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	06-01-2018

PLAT GRAPHICS ~ SHEET 6 of 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	2017-02-24
SCALE:	1" = 50'
SHEET 6 OF 6	

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.d **Land Development** **Meeting Date:** February 26, 2020 **Initiated By:** Millissa Berry **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: ORDINANCE 968: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, VACATING CERTAIN UTILITY EASEMENTS WITHIN LOTS 24, 25 AND 28, BLOCK 1, BAREFOOT LAKES FILING NO. 3 SUBDIVISION

SUMMARY

This ordinance allows for the vacation of certain utility easements on Lots 24, 25, and 28 of Barefoot Lakes Filing No. 3 plat. These easements are no longer needed because additional easements that adequately service all lots have been granted in the immediate area for the use of utility providers. Please see staff report under agenda item 9.b for additional information.

HISTORY AND PREVIOUS BOARD ACTION

The Barefoot Lakes Filing 3 Final Plat was approved by the Town Board of Trustees at its May 23, 2018 regular meeting.

At its February 6, 2020 regular meeting, the Planning and Zoning Commission adopted Resolution No. PC-20-03, a resolution recommending approval of a final plat for Barefoot Lakes Filing No. 3 Replat #1 with conditions.

RECOMMENDATION

Staff recommends approval of Ordinance 968**.**

ALTERNATIVES

ATTACHMENTS

1. 9.d Ord 968 + Ex A&B

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 968

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, VACATING CERTAIN UTILITY EASEMENTS WITHIN LOTS 24, 25 AND 28, BLOCK 1, BAREFOOT LAKES FILING NO. 3 SUBDIVISION

WHEREAS, the Barefoot Lakes Filing No.3 Subdivision plat was recorded in the Weld County Clerk and Recorder's Office on August 13, 2018, attached hereto as Exhibit A, and dedicated to the Town a five-foot utility easement across the eastern portion of Lot 25, a five-foot utility easement across the western portions of Lots 24 and 28, and an eight-foot utility easement across the southern portion of Lot 25, as depicted and more particularly described in the attached **Exhibit A**; and

WHEREAS, Barefoot, LLC, as owner of certain real property described as Lots 24 through 28, Block 1, Barefoot Lakes Filing No. 3, and on behalf of St. Vrain Lakes Metropolitan District No. 1, as owner of certain real property described as Tract C, Barefoot Lakes Filing No. 3 (collectively, the "Property"), have submitted a proposed final subdivision plat for the Property, entitled "Barefoot Lakes Filing No. 3, Replat #1" ("Final Plat"), which includes three separate utility easements previously conveyed to the Town by separate instrument across Tract C and Lot 25, as depicted on the Final Plat attached hereto as **Exhibit B** and further described in that certain easement instrument recorded in the Weld County Clerk and Recorder's Office at Reception No. 4527598; and

WHEREAS, the Board of Trustees finds and determines the new utility easements previously conveyed to the Town and as depicted in the Final Plat will be an acceptable way to accomplish the same public purposes as those served by the utility easements described in the attached Exhibit A and proposed to be vacated, and will accommodate development of the Property; and

WHEREAS, the City Council further finds and determines that the utility easements described in the attached Exhibit A are no longer necessary for the public use and convenience.

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

Section 1. That certain utility easements within Lots 24, 25 and 28, Block 1, Barefoot Lakes Filing No. 3, as depicted and described in Exhibit A, shall be vacated.

Section 2. The Town Clerk is directed to record this ordinance with the Weld County Clerk and Recorder's Office, which shall indicate the effective date of the vacations of certain easements authorized under this Ordinance No. 968.

Section 3. City Council directs that a certified copy of this Ordinance be filed with the City Clerk and further, the City Clerk index, file and make the Ordinance available to the public.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council 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 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this __th day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

Exhibit A – Easement to be Vacated (Shown in Red)
Exhibit B – Easements Previously Conveyed (Shown in Green on final plat)

4422565 Pages: 5 of 6
06/13/2018 09:49 AM R Fee:$63.00
Carly Koppes, Clerk and Recorder, Weld County, CO

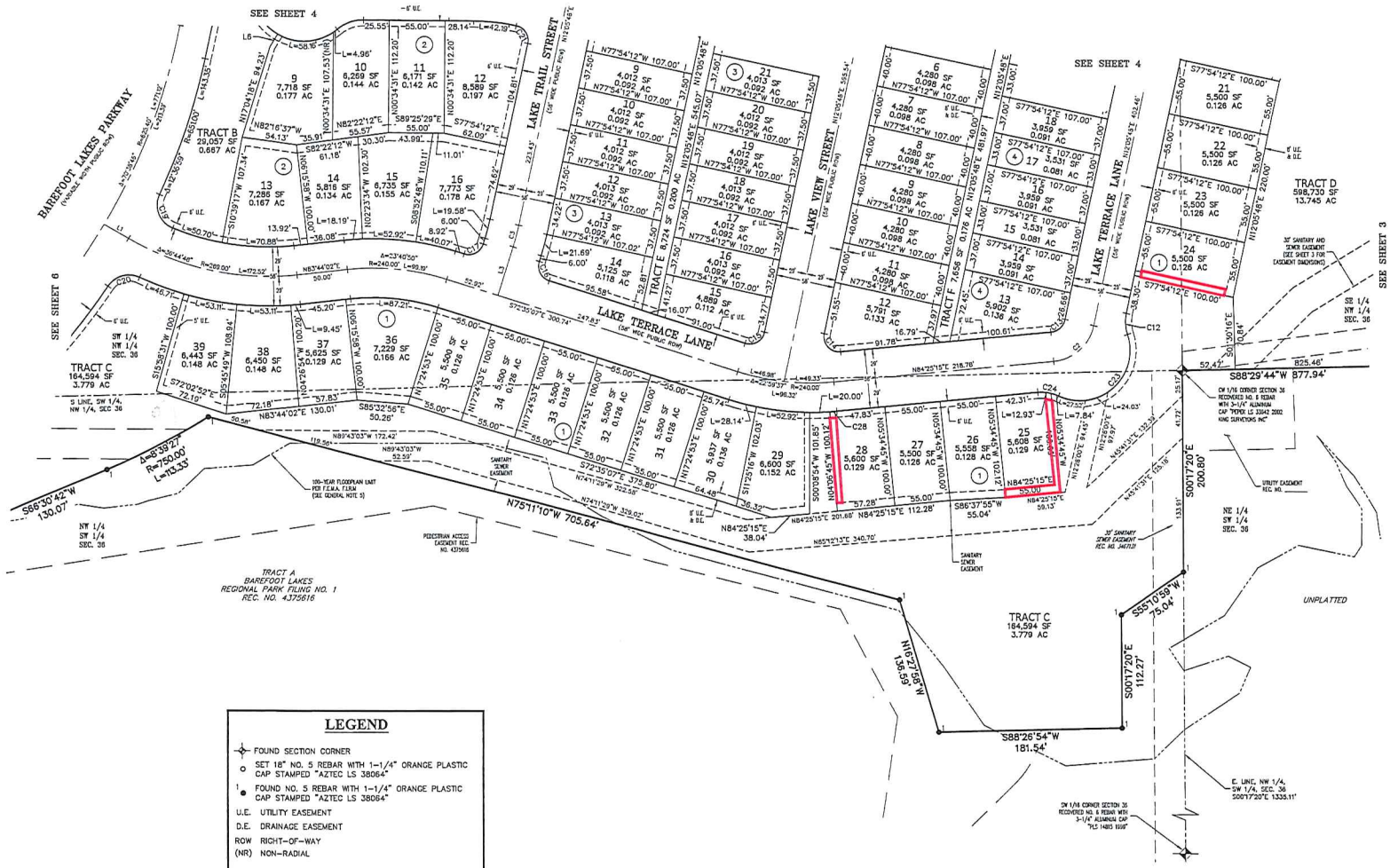
EXHIBIT A

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 5 OF 6



LEGEND

- FOUND SECTION CORNER
- SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT-OF-WAY
- (NR) NON-RADIAL

SEE SHEET 2 FOR LINE AND CURVE TABLES

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	06-01-2018

PLAT GRAPHICS ~ SHEET 5 of 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No. 5487-07

DEVELOPER
BROOKFIELD RESIDENTIAL
8465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

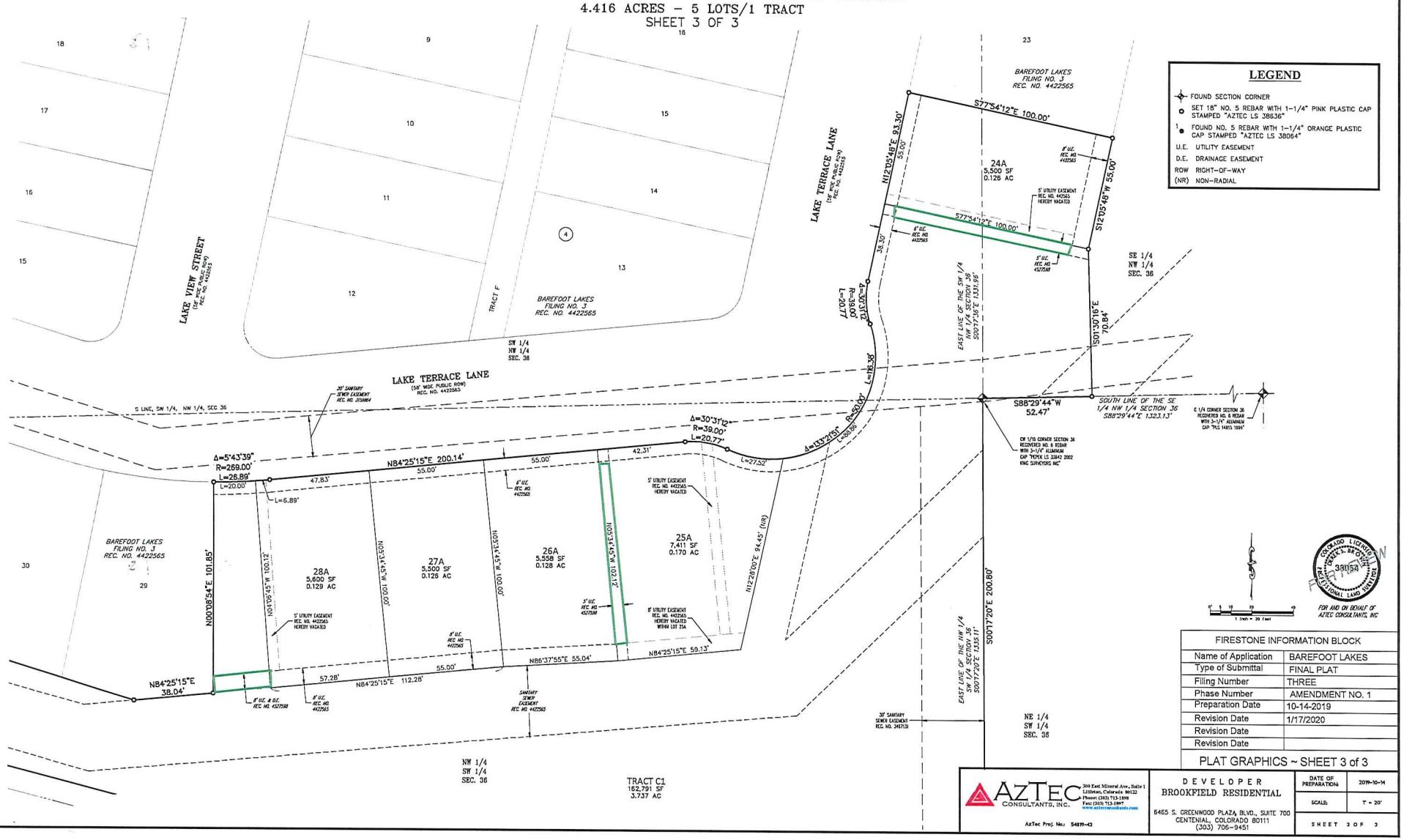
DATE OF PREPARATION	2017-02-24
SCALE	1" = 50'
SHEET 5 OF 6	

EXHIBIT B

FINAL PLAT

BAREFOOT LAKES FILING NO. 3, AMENDMENT NO. 1

A REPLAT OF LOTS 24–28, BLOCK 1 AND TRACT C BAREFOOT LAKES FILING NO. 1,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
4.416 ACRES – 5 LOTS/1 TRACT
SHEET 3 OF 3



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	AMENDMENT NO. 1
Preparation Date	10-14-2019
Revision Date	1/17/2020
Revision Date	
Revision Date	

PLAT GRAPHICS ~ SHEET 3 of 3

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 54819-43

DEVELOPER
BROOKFIELD RESIDENTIAL
5465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION	2019-10-14
SCALE	1" = 20'
SHEET 3 OF 3	

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.a **Discussion/Action** **Meeting Date:** February 26, 2020 **Initiated By:** Ashley Tucker **Dept:** Engineering - Town

AGENDA TITLE

ORDINANCE 969: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING CHAPTER 13.13 OF TITLE 13 OF THE FIRESTONE MUNICIPAL CODE REGARDING STORMWATER QUALITY

SUMMARY

In February of 2017, the Colorado Department of Public Health and Environment (CDPHE) issued a municipal separate storm sewer system (MS4) permit to the Town of Firestone authorizing the Town to discharge stormwater from its drainage infrastructure, or MS4, to St. Vrain Creek. The MS4 permit requires the Town to implement several management programs targeted towards reducing pollutants in stormwater with the goal of protecting water quality of the rivers, streams and creeks within the Town. Many of the programs require the Town to establish an ordinance in order to be able to implement and enforce the requirements of the MS4 Permit.

Ordinance 969 amends the Town of Firestone Municipal Code to create a stormwater quality ordinance. The purpose of the ordinance is to regulate non-stormwater discharges to the MS4, and to protect and enhance the quality of water discharged to the Town's MS4 and subsequent receiving waters. The objectives of the chapter are to regulate and prevent contributions of pollutants; prohibit illicit connections and discharges to the MS4; ensure requirements for Construction and Post-Construction are met; establish procedures for inspection, monitoring, and enforcement; and protect the health and safety of the citizens of the Town.

The Stormwater Quality Ordinance is being presented for adoption to comply with the conditions of the MS4 permit. The requirements to provide a regulatory mechanism to prohibit illicit discharges and regulate applicable construction activities were due to be implemented in July of 2019. Staff is recommending the Ordinance be approved in order for the Town to be able to notify the CDPHE in the Town's Annual Report that is due in March that the Town of Firestone has adopted the regulatory mechanisms required by the MS4 permit.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

APPROVAL OF ORDINANCE 969

ALTERNATIVES

ATTACHMENTS

1. CHAPTER 13 (1)

FINANCIAL CONSIDERATIONS

NA

ORDINANCE NO. 969

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO ENACTING CHAPTER 13.13 OF TITLE 13 OF THE FIRESTONE MUNICIPAL CODE REGARDING STORMWATER QUALITY

WHEREAS, the Town of Firestone ("Town") is a Colorado statutory Town, with all powers and authority as provided by law; and

WHEREAS, the Town has been designated by the Colorado Department of Public Health and Environment as a regulated Municipal Separate Storm Sewer System; and

WHEREAS, this designation is in compliance with the provisions of the Colorado Water Quality Control Act, (§25-8-101 *et seq*., CRS, 1973, as amended) and the Federal Water Pollution Control Act as amended (§33 U.S.C. 1251 *et seq*.); and

WHEREAS, the Town has been issued a Municipal Separate Storm Sewer System Phase II ("MS4") permit ("Permit"), Certification Number COR090113, through the Colorado Discharge Permit System to discharge stormwater to the St. Vrain Creek; and

WHEREAS, as a condition of this Permit the Town is required to adopt an ordinance prohibiting illicit discharges and connections into the Town's municipal separate storm sewer system and enacting measures to control construction site stormwater runoff; and

WHEREAS, the requirements herein shall apply to any party conducting activities regulated by the Permit within the Town's corporate limits that have an impact on the Town's municipal separate storm sewer system.

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

Section 1. Chapter 13.13, Stormwater Quality, of the Firestone Municipal Code is enacted to provide as follows:

13.13.10 – Purpose and Intent

The purpose of this Chapter is to regulate non-stormwater discharges to the municipal separate storm sewer system (MS4), as required by federal and state law, to protect and enhance the quality of water discharged to the Town's MS4 and subsequent receiving waters. The objectives of this Chapter are:

A. To regulate and prevent contributions of pollutants to the Town's MS4;
B. To prohibit illicit connections and illicit discharges to the Town's MS4;
C. To ensure MS4 Permit requirements for Construction and Post-construction are met;
D. To establish procedures to carry out the inspections, monitoring and enforcement actions necessary to ensure compliance with this Chapter; and,
E. To protect the health, safety, and general welfare of the citizens of the Town through the regulation of non-stormwater discharges to the MS4.

13.13.020 – Applicability

This Chapter shall apply to all waters entering the Town's MS4 on any developed and undeveloped lands unless explicitly exempted by this Chapter.

13.13.30 – Definitions

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Chapter, shall have the following meanings:

A. Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the pollution of 'state surface waters'. BMPs also include treatment requirements, operating procedures and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMP is used interchangeably with the term control measure, and can include other methods such as the installation, operation, and maintenance of structural controls and treatment devices.

B. CDPHE means the Colorado Department of Public Health and Environment.

C. CDPS means Colorado Discharge Permit System.

D. Common Plan of Development means a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules, but remain related. Contiguous means activities located in close proximity to each other (within ¼ mile) or within the same preliminary or final plat.

E. Construction Activities means ground surface disturbing and associated activities (land disturbance), which include, but are not limited to, clearing, grading, excavating, demolition, installation of new or improved haul roads or access roads, staging areas, stockpiling of fill materials, and borrow areas. Construction does not include routine maintenance performed by public agencies, or their agents to maintain original line grade, hydraulic capacity, or original purpose of the facility. Construction activity is from initial ground breaking to final stabilization regardless of ownership of the construction activity.

F. Control Measure (CM) means any best management practice or other method used to prevent or reduce the discharge of pollutants to waters of the state. Control measures include, but are not limited to best management practices. Control measures can include other methods such as the installation, operation, and maintenance of structure controls and treatment devices.

G. Town Engineer means the Town Engineer or authorized designee.

H. Final Stabilization means the condition reached when all ground surface disturbing activities at the site have been completed, and for all areas of ground surface disturbing activities a uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

I. Illicit Connection means any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4, including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drainage system; and any connections to the MS4 from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved.

J. Illicit Discharge means any discharge to a municipal separate storm sewer system that is not composed entirely of stormwater runoff, except as excluded in section 13.13.050 of this Chapter.

K. Land Disturbance means the land's surface disturbed by any work activity upon the property by means including but not limited to grading; excavating; stockpiling soil, fill or other materials; clearing; vegetation removal; removal or deposit of any rock, soil or other materials; or other activities which expose soil. Land disturbance does not include the tillage of land that is zoned agricultural.

L. Municipal Separate Storm Sewer System (MS4) means a conveyance or system of conveyances (including: roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

1. Owned or operated by any public body (created by or pursuant to the state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act that discharges to state waters;
2. Designed or used for collecting or conveying stormwater
3. Which is not combined sewer; and,
4. Which is not part of a Publicly Owned Treatment Works

M. Operator means the person who is responsible for the overall operation of the facility or activity from which the associated discharge originates.

N. Owner means the person who owns and is financially responsible for a facility, development, part of a facility, or land.

O. Permanent CMs means those permanent stormwater quality control measures, including but not limited to, grass buffers and swales, modular block porous pavement, porous pavement and landscape detention, sand filter and extended detention basins, constructed wetlands basins and channels, and proprietary (underground) CMs to be properly installed and regularly maintained in order to treat stormwater runoff and ensure long term water quality enhancement.

P. Pollutant includes but is not limited to any dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand, or any industrial, municipal or agricultural waste.

Q. Pollution means the presence in waters of the state of any substances, contaminants, or manmade or man-induced impairment of waters or alteration of the chemical, physical, biological, or radiological integrity of water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

R. Post Construction means the set of requirements applicable to any site or common plan of development or sale which has disturbed an area greater than or equal to one acre or part of a larger common plan of development.

S. Stop Work Order means an order issued by the Town Engineer which requires that all construction activity on a site be stopped.

T. Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

U. Stormwater Management Plan (SWMP) means the state required document developed and maintained by owners and or operators of construction activities to assure compliance with the general permit for stormwater discharges associated with construction activities.

V. Stormwater Quality Permit (SQP) means a permit issued to a person pursuant to the requirements of this Chapter, to conduct certain land disturbance activity.

W. Temporary CMs means temporary sediment and erosion control CMs, including, but not limited to, silt fencing, wattles, vehicle tracking control pads, inlet filters, diversions, rundowns, sediment traps and ponds, dewatering structures**,** rip rap, erosion control mats, and waste control CMs, including but not limited to, concrete washouts, to be installed and regularly maintained to prevent erosion and keep sediment and waste from discharging off-site prior to Final Stabilization.

X. Waters of the State of Colorado (waters of the state) means any and all subsurface waters which are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distributions systems, and all water withdrawn for use until use and treatment have been completed. This definition can include water courses that are usually dry.

13.13.040 – Responsibility for Administration

The Town Engineer shall administer, implement, and enforce the provisions of this Chapter.

13.13.50 – Illicit Discharges Prohibited

A. It is unlawful and constitutes a public nuisance for any person to discharge or cause to be discharged or spilled, or to maintain a condition upon any property that may result in the discharge of, any substance other than naturally occurring stormwater runoff into the Town's MS4.

B. Discharges from the following activities, when properly managed, are excluded from the prohibitions established by this Chapter:

1. Landscape irrigation and lawn watering.
2. Diverted stream flows.
3. Irrigation return flow.
4. Rising ground waters.
5. Uncontaminated groundwater infiltration
6. Uncontaminated pumped groundwater.
7. Springs.
8. Flows from riparian habitats and wetlands.
9. Water line flushing.
10. Discharges from potable water sources.
11. Foundation and or footing drains.
12. Air conditioning condensation.
13. Water from crawl space pumps.

14. Individual residential car washing.
15. Water incidental to street sweeping (including associated sidewalks and medians) and that is not associated with construction.
16. Dye testing, in accordance with the manufacturers recommendations.
17. Stormwater runoff with incidental pollutants.
18. Discharges resulting from emergency firefighting activities.
19. Discharges authorized under a separate CDPS or NPDES permit.
20. Agricultural stormwater runoff
21. Discharges in accordance with the CDPHE Water Quality Control Division's Low Risk Policy guidance documents.

C. Nothing contained in this section shall be construed to relieve any person discharging or causing to be discharged any substance into the Town's MS4 from any liability for damage caused by the quantity, quality, or manner of discharge.

13.13.060 – Illicit Connections Prohibited

The construction, use, maintenance or continued existence of illicit connections to the Town's MS4 is prohibited. This prohibition expressly includes, without limitation, illicit connections made prior to enactment of this Chapter, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

13.13.70 – Threatened Discharges

A. It is unlawful to cause materials to be deposited in such a manner or location as to constitute a threatened discharge into the Town's MS4 or waters of the state. Pollutants that are no longer contained in a pipe, tank or other container are considered to be threatened discharges unless they are actively being cleaned up.

1. *Cleaning of paved surfaces required*. The owner of any paved parking lot, street or drive shall clean the pavement as necessary to reduce, to the maximum extent practicable, an illicit discharge of pollutants. Paved surfaces shall be cleaned by dry sweeping, wet vacuum sweeping, collection and treatment of wash water or other methods in compliance with this Chapter.

2. *Materials storage.* Materials including, but not limited to, stockpiles used in construction and landscaping activities shall be stored to reduce, to the maximum extent practicable, the release of pollutants. No owner or operator shall place, store, maintain or allow to accumulate on public property or right-of-way any stockpile, pile, storage, accumulation of construction material or landscape materials, unless such activity is subject to a stormwater quality permit, or such person is an employee, official or contractor to the Town acting within the scope of their municipal functions.

3. *Pesticides, herbicides and fertilizers.* Pesticides, herbicides and fertilizers shall be applied in accordance with manufacturer recommendations and applicable laws. Pesticides, herbicides and fertilizers shall be stored in a manner to prevent release to the Town's MS4.

13.13.080 – Notification of Spills

Notwithstanding other requirements of law, as soon as any person responsible for any premises, facility or operation, or responsible for emergency response for a facility or operation has

information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the Town's MS4, or waters of the state, that person shall take all necessary steps to ensure the discovery, assessment, containment, and cleanup of such release. In the event of a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.

13.13.90 – Stormwater Quality Permit

A. *Permit required*. It shall be unlawful for any person without first acquiring a stormwater quality permit ("SQP") to conduct any construction activities resulting in a land disturbance equal to or greater than one (1) acre or less than one (1) acre but part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules. The Town may also require a SQP regardless of the size of the total disturbed area in conjunction with approval of a final subdivision plat, special use permit, or site development plan.

B. *Performance Security*. As a condition for the issuance of an SQP, applicants may be required to provide performance security in the form of cash, a surety bond, or irrevocable letter of credit. The amount of the performance security shall be based upon one hundred fifteen percent (115%) of the estimated cost of the work required to ensure compliance with the SQP's terms and conditions and requirements of this Chapter. The performance security, less any deductions, shall be released upon the Town Engineer's determination that the permittee has successfully completed all required work, reached final stabilization, and met all other requirements of this Chapter.

C. *Permit application and fee.* Persons required to obtain an SQP shall pay all required permit fees and complete and file with the Town an application on a form prescribed by the Town. In support of the application, the applicant shall submit all information required on the Town's form and any additional information requested by the Town. The application shall be signed by a person responsible for compliance with the permit throughout the permit's validity. The application shall include documentation of an application for a CDPHE stormwater general permit for construction activities.

D. *Issuance or denial of permit.* The Town shall, upon its receipt of a completed SQP application, either issue or deny a permit. A permit may be denied if the applicant fails to provide the information, provide the performance security, or pay the fees required by this Chapter. If a permit is denied, the applicant shall be notified of such in writing. The notification shall set forth the grounds for denial and inform the applicant of what corrective actions must be taken to obtain a permit. An applicant may appeal the denial in writing to the Town Engineer no later than thirty (30) calendar days from the date of issuance of denial. The appeal must set forth the grounds for the appeal and include any documents in support of the applicant's appeal. The Town Engineer shall within thirty (30) calendar days from the date of issuance of receipt of an appeal rule on the matter based solely upon review of the application, denial, appeal, and all documents related thereto. The parties shall receive written notice of the Town Engineer's decision.

E. *Exemptions.* A SQP is not required for the following activities:

1. If the discharge is from a parcel or area not under the jurisdictional authority of the Town, or is under the authority of another stormwater permit entity.
2. If the proposed land disturbance is an agricultural land management activity.

3. If the activities are specifically exempted in the Town's MS4 permit and the Town Engineer determines are applicable to the SQP.

13.13.100 – Construction Stormwater Management

For construction activities subject to the requirements of this Chapter, the following shall apply:

A. Preparation of SWMP. In addition to all CDPHE requirements, the SWMP shall be prepared and implemented in accordance with engineering, hydrologic and pollution control practices outlined in the Town's most current design standards and construction specifications for public improvements.

B. SWMP required onsite. The permittee shall have the approved and updated SWMP onsite at all times, though an electronic copy shall suffice. A minor modification to the SWMP is required if at any time, the specified control measures do not meet the objectives of this Chapter or equivalent or better control measures are implemented. When there is significant change in design, construction, operation, or maintenance which has a significant effect on the hydrology or potential for discharge of pollutants to the MS4 or receiving waters, a revised SWMP shall be submitted to the Town for review and acceptance. The updated SWMP shall be made available to the Town upon request.

C. Installation of Temporary CMs. The permittee shall ensure temporary CMs are implemented for all pollutant sources throughout all stages of construction from the initial inspection until final stabilization has been certified by the Town Engineer.

D. Inspection of Temporary CMs. The permittee shall inspect all temporary CMs at one (1) of the frequencies available in the CDPHE issued permit. Inspections of CMs shall be conducted by a person with formal training in erosion and sediment control. A certification of successful completion shall be provided upon request by the Town. Records of inspections are to be maintained on site with the SWMP and are to be available to the Town upon request.

E. Maintenance of Temporary CMs. Temporary CMs shall be continuously maintained to their designed functional capacity and restored immediately when damaged. When a CM is deemed to be missing, ineffective, or inappropriate, the permittee shall replace the CM with an appropriate CM, or remove the CM, and maintain it as required.

13.13.110 – Technical Standards and Specifications

All CMs designed to meet the requirements of this Chapter shall, as applicable, comply with the most current following technical standards:

A. Town of Firestone Design Standards and Construction Specification for Public Improvements
B. "Urban Drainage and Flood Control Districts Urban Storm Drainage Criteria Manual", Volume 3, Stormwater Quality, or its successor.
C. Any other alternative methodology approved by the Town, which is demonstrated to be effective in meeting the requirements of this Chapter. Specifications and details, as well as maintenance requirements must be reviewed and accepted by the Town Engineer prior to use.

13.13.120 – Post-construction Stormwater Management

A. *Permanent CMs.* Public and private construction activities that meet the requirements of this Chapter, unless exempted by the Town's MS4 permit, must address stormwater quality through the

use of permanent CMs which shall be maintained by the owner in perpetuity as shown on the approved final plat, development agreement, or maintenance agreement.

1. Treatment structural CMs, such as but not limited to, inlets, bioretention, grass swales and buffers, extended detention basins, sand filters, permeable pavement, constructed wetland ponds and channels, and underground control measures located on private property shall be owned and operated by the owner(s) of the property on which the control measure is located.

2. Nonstructural CMs, such as site operations, employee training, and site planning incorporating all currently available technology, as appropriate, to address stormwater quality shall be implemented by the owner or operator in perpetuity.

3. As a condition of approval, the owner shall also agree to maintain the permanent CM to its design capacity and functionality unless or until the Town relieves the owner of that responsibility in writing.

B. *Certification and as-built submittal.* During installation of permanent CMs, engineering inspections must be conducted at key installation points to ensure proper installation and functionality. Inspection documents will be made available to the Town upon request. Upon completion of the project, and before construction acceptance and/or certificate of occupancy is granted, the Town shall be provided a certified as-built and written certification by a Colorado licensed professional engineer stating that the completed project is in compliance with the approved final plan and phase III drainage report and that the permanent CM will function as designed. A final inspection by the Town is required before the release of any Performance Security posted pursuant to this Chapter.

C. Ongoing inspection and maintenance of permanent CMs.

1. *Maintenance agreement.* The owner of the site containing permanent CMs shall maintain such CMs in accordance with this Chapter. The maintenance agreement shall run with the land and shall be binding on all subsequent owners of the site containing permanent CMs. Failure of any owner to receive actual notice of its obligation to maintain permanent CMs pursuant to this Chapter shall not absolve an owner of obligation to meet the permanent CM maintenance requirements.

2. *Long term inspection and maintenance.* Permanent CMs included in phase III drainage reports must undergo ongoing inspections by the owner to document maintenance and repair needs and to ensure compliance with the requirements of phase III drainage report, the written policies and procedures adopted by the Town Engineer, and this Chapter. Inspection reports will be made available to the Town Engineer upon request.

3. *Substitution of Entity of Perpetual Existence.* At the Town's sole election, the maintenance and inspection obligation imposed under this Chapter may be approved for assignment in writing to an entity of perpetual existence, such as a metropolitan district or other special district with sufficient financial capability. The property owner shall have the burden of establishing financial capability to the Town Engineer's satisfaction.

D. Existing Permanent CMs

1. If review of a land development proposal demonstrates that existing permanent CMs are in place to address water quality treatment for the site, and are sufficient to maintain water quality, no additional CMs will be required.

2. If review of a land development proposal demonstrates existing vegetative buffers, or other existing site features provide adequate treatment for the proposed development, and are sufficient to maintain water quality, no additional CMs will be required.

3. If an existing CM is modified to accommodate additional stormwater flows from development or redevelopment undertaken pursuant to subdivision or site plan approvals issued by the Town after the effective date of this Chapter, the entire CM (including those portions in existence before the effective date of this Chapter) shall be subject to the maintenance requirements of this Chapter.

13.13.130 – Right of entry and Inspection of properties and facilities

A. Whenever necessary to conduct an inspection or investigation for compliance with the provisions of this Chapter or whenever the Town Engineer has probable cause to believe that there exists, in or upon any premises any condition which constitutes a violation of this Chapter, the Town Engineer shall have the right to enter the premises at any reasonable time to inspect the same or to determine if the owner or operator is complying with the requirements of this Chapter. If such premises is occupied, the Town Engineer will first present proper credential and request entry and if such premises is unoccupied will first make a reasonable effort to locate the owner, occupant or other person having charge or control of such property and if located will present proper credentials and request entry. If the owner, occupant or other person in charge or control cannot be located, a notice of intent to inspect and enter will be posted on the premises in a conspicuous location. The notice shall state that the property owner has a right to refuse entry and that in the event entry is refused, inspection may be made upon issuance of an administrative warrant by a municipal judge of the Town. If entry is refused or 24 hours after posting of the property the Town Engineer may appear before the municipal court judge and upon a showing of probable cause request an administrative warrant authorizing the Town Engineer to enter upon the property to conduct an inspection or investigation.

B. In conducting investigations, the Town Engineer may set up on the property of any discharger to the MS4 such devices that are necessary to conduct an investigation of such discharges. The investigation may include, but is not limited to, the following: sampling of any discharge or process waters, the taking of photographs, interviewing staff on alleged violations, and access to any and all facilities or areas within the premises that may have any effect on the discharge.

C. For the purposes of this section, "probable cause" exists where the facts and circumstances within the Town Engineer's knowledge are sufficient to warrant a person of reasonable caution that a violation of this Chapter exists or that the proposed measures and or equipment are necessary to investigate discharges to the Town's MS4 to ensure compliance with this Chapter.

D. If the alleged violation constitutes an immediate danger to public health or public safety, the Town Engineer is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and or restore the property.

13.13.140 – Enforcement and Penalties

A. *Violation.* It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this Chapter. Any person who violates any of the provisions of this Chapter may be subject to the enforcement actions set forth in this section.

B. *Enforcement.* All authorized personnel under the supervision of the Town Engineer shall have the power to conduct inspections and investigations give verbal direction, issue notices of violations and implement other enforcement actions under this section.

C. *Abatement.* The Town Engineer may in the event of any violation of the requirements and provisions of this Chapter seek abatement of such matter through initiation of an abatement action as set forth in Chapter 8.18 of the Code.

D. *Re-inspection fees.* Whenever the Town Engineer determines that any activity is occurring which is not in compliance with the SQP requirements of this Chapter, the Town Engineer may impose a re-inspection fee.

E. *Stop work order.* Whenever the Town Engineer determines that any activity is occurring which is not in compliance with the requirements of this Chapter, the Town Engineer may order the activity stopped upon service of written notice upon the responsible owner and or operator. The owner and or operator shall immediately stop all activity until authorized in writing by the Town Engineer to proceed. If the owner and or operator cannot be located, the notice to stop shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any owner and or operator to fail to comply with a stop work order.

F. *Remedies not exclusive.* The remedies in this Chapter are cumulative and the exercise of any remedy shall not prejudice any other remedies that may otherwise be pursued for a violation of this Chapter. The remedies listed in this Chapter are not exclusive of any other remedies available under any applicable federal, state or local law.

13.13.150 – Fees and costs

All fees set forth herein this Chapter shall be established by resolution of the Town's Board of Trustees.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this_th day of_____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.b **Discussion/Action** **Meeting Date:** February 26, 2020 **Initiated By:** Ashley Tucker **Dept:** Engineering - Town

AGENDA TITLE

RESOLUTION 20-24: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING STORMWATER QUALITY FEES

SUMMARY

The Stormwater Quality Ordinance requires certain construction operators to obtain a stormwater quality permit prior to the start of any land disturbance. The stormwater quality permit allows the Town to implement and enforce construction requirements of the MS4 (Municipal Separate Storm Sewer System) permit. The Town will incur costs associated with issuing and administering the stormwater quality permit. The fees proposed in this resolution are based on a fee analysis of the costs to perform the required duties of reviewing, issuing, inspecting and enforcing the permit.

Because the size of the construction activity can significantly impact the amount of time devoted to each project, staff is also recommending the fee be tiered to increase as the size of the project increases. Additionally, because the proposed fees do not factor in the cost incurred if a project is non-compliant and has to be re-inspected, staff is also proposing a re-inspection fee.

The fees proposed are as follows:

Permit Application Fee: $200
Projects up to 5 acres: $1,400
Projects from 5.01 acres to 20 acres: $1,800
Projects from 20.1 acres to 50 acres: $2,300
Projects 50.1 acres and above: $2,800
Re-inspection fee: $250

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution 20-24

ALTERNATIVES

ATTACHMENTS

1. STORMWATER QUALITY FEES RESOLUTION

FINANCIAL CONSIDERATIONS

NA

RESOLUTION NO. 20-24

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING STORMWATER QUALITY FEES

WHEREAS, the Town of Firestone ("Town") has enacted a stormwater quality ordinance set forth in Chapter 13.13 of the Firestone Municipal Code; and

WHEREAS, the ordinance requires the acquisition of a permit for construction activities involving the disturbance of land; and

WHEREAS, the ordinance provides for the imposition of permit application, permit and inspection fees to be established by resolution of the Town's Board of Trustees; and

WHEREAS, staff has examined the costs incurred by the Town in the performance of the duties associated with the issuance and administration of the permits; and

WHEREAS, staff finds that the fees set forth in this resolution are reasonably related to the Town's costs to perform the required duties and recommends the Board of Trustees adopt such fees.

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

The stormwater quality permit and re-inspection fees set forth in Chapter 13.13 of the Firestone Municipal Code are as follows:

Permit Application Fee		$ 200
Tiered Permit Fee	Up to 5 acres	$ 1,400
	5.01 to 20 acres	$ 1,800
	20.1 to 50 acres	$ 2,300
	50.1 acres and above	$ 2,800
Re-Inspection Fee		$ 250

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.c **Discussion/Action** **Meeting Date:** February 26, 2020 **Initiated By:** **Dept:** Legal

AGENDA TITLE

Ordinance 970: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 8.06 OF THE FIRESTONE MUNICIPAL CODE REGARDING NUISANCES

SUMMARY

The Stormwater Quality Ordinance that is before the Board of Trustees proposes various enforcement measures which include the civil remedy of nuisance abatement enforced by the Town. For matters such as prohibiting illicit discharges and ensuring that construction projects enact and adhere to measures to prevent pollution of surface waters, control site runoff and spillage, civil nuisance actions can be an effective enforcement tool.

However, the current nuisance provisions set forth in the Municipal Code are contrary to law as they authorize local law enforcement to declare nuisances, order them abated and permit contractors to enter private property to abate nuisances and assess such charges to the property owner.

To correct this, the proposed ordinance expands the definition of nuisances to include violations of the Town's ordinances regarding the condition or use of property and sets forth an abatement procedure which includes notice, hearings, inspections, injunctive relief, abatement orders, and the Towns ability to recover expenses all of which adhere to current municipal practices.

In addition to the amendments to the Code's nuisance abatement procedure, I have also drafted an ordinance that is being sent to the Municipal Court Judge and staff for comment. The ordinance, in accordance with Colorado law, authorizes the Court to hear and decide civil nuisance matters pertaining to Town's ordinances regarding the condition or use of property (copy enclosed).

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Ordinance 970.

ALTERNATIVES

ATTACHMENTS

1. Ordinance 970 - Nuisance Code Amend Ord
2. Proposed DRAFT - Civil Enforcement Amend Ord

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 970

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 8.06 OF THE FIRESTONE MUNICIPAL CODE REGARDING NUISANCES

WHEREAS, the Town's nuisance abatement procedures are outdated and must be amended to ensure compliance with current legal standards and procedures.

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

Section 1. Section 8.06.010, Definitions, subsection B. 6., "public nuisance or nuisance," of the Firestone Municipal Code is repealed in its entirety and reenacted to read as follows:

6. *Nuisance* means a thing, act, failure to act, occupation, activity, condition or use of any building, land, substance or property, which:

1. The continuous use or condition of which presents a substantial danger or hazard to the health, safety or welfare of the community;
2. The continuous use or condition of which violates any ordinance of the town;
3. Shall otherwise constitute or be known or declared a nuisance by virtue of common law, state statutes or the ordinances of the town;
4. Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of any department or officer of the town, continues to be conducted or continues to exist in violation of any statute or this Code or in violation of any regulation of the town, the county, or the state; or
5. Any activity, operation, condition, building, structure, place, premises or thing which is indecent or offensive to the senses so as to interfere with the comfortable enjoyment of life or property.

Section 2. Chapter 8.18, Abatement of nuisances, of the Firestone Municipal Code, is repealed in its entirety and reenacted to read as follows:

8.18.010 - Abatement of nuisances, notice and procedure.

A. Except as otherwise specified within this chapter in all cases where a nuisance shall be found to exist, notice of the nuisance together with a demand directing the removal or discontinuance of the nuisance, shall be served by the town upon any and all offending parties. Service shall be upon the individual in person, by certified mail, or by leaving a copy of the notice:

1. At such person's residence, with an individual 18 years of age or older being a member of

the family or cohabitant;

2. At such person's place of business with an employee or owner of the business;
3. If personal service cannot be effected, notice shall be given by posting the premises, if possible, or if not possible, by posting such notice at the Firestone Municipal Building (Town Hall). A copy of the notice shall also be mailed to such person's last known address.

B. The notice shall advise of the nature of the nuisance and demand elimination or discontinuance thereof within 72 hours, or such other period of time, as may be stated therein from the time of service. The notice shall also advise that if elimination or discontinuance is not accomplished within the stated time, the town may proceed to abate the same charging the expenses thereof to the person refusing to eliminate or discontinue the nuisance and/or may proceed with civil or criminal proceedings.

C. Service of the notice and demand shall be a prerequisite to the commencement of civil proceedings by the town, except for situations involving emergency abatement. The fact that the person or entity against whom legal action is initiated does not actually receive such notice shall not preclude such litigation, provided the town has acted in good faith and in a manner reasonably calculated to give notice to the owner, occupant, or person having control or agent thereof.

D. When a nuisance has not been voluntarily abated within the time specified in the notice and demand to abate, the town may, pursuant to the municipal court rules of procedure, bring a civil action in the municipal court to have the nuisance declared as such by the court and for an order enjoining the nuisance or authorizing its restraint, removal, termination or abatement by the owner or the person who caused the nuisance or the person who allowed the nuisance to be caused or to continue, or by such person's authorized agent, or a code enforcement officer or any authorized town employee, or any person under contract with the town to perform such service.

E. The action to declare and abate a nuisance shall be brought by the town by the filing of a complaint which shall be verified by an affidavit. The summons shall be issued and served in accordance with the municipal court rules of procedure. Trial shall be to the municipal court and the town shall have the burden of proving, by a preponderance of the evidence, that a nuisance exists or occurred on/or within the property identified in the complaint.

1. A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than 14 days from the date of service of the summons. The trial shall be held upon the appearance date, unless the court grants, for a period not to exceed ten days, a continuance for good cause shown.
2. The defendant shall file a response on or before the appearance date set forth in the notice of appearance.
3. Upon the date and at the time set for appearance and trial, if the defendant or property owner has not filed a response and fails to appear and if the town shows that proper service was made on the defendant at least 14 days prior to the appearance date, the court may grant such orders as are requested by the town; except that the court shall order that enforcement by the town be stayed for ten days and that a copy of the court's order be mailed to the defendant’s last known address. Failure to appear on any other date set for trial shall be grounds for entering a default and judgment thereon against a non appearing party. For good cause shown, and prior to enforcement, the court may set aside an entry

of default and the judgment entered thereon.

4. The judgment of the municipal court may be appealed to the county district court.
5. The defendants to an action commenced under this chapter, and the person liable for and subject to the remedies may include any person owning or claiming any ownership or leasehold interest in the subject property, all tenants and occupants of the subject property, all managers and agents for any person claiming an ownership or leasehold interest in such property, any person committing, conducting, promoting, facilitating or aiding in the commission of a nuisance and any person necessary to carry into effect the court's orders. None of these parties shall be deemed necessary or indispensable parties. Any person holding any legal or equitable interest in the parcel who has not been named as a party- defendant may intervene as a party- defendant. No other person may intervene.

8.18.020 - Abatement orders.

A. Issuance and effect of temporary and permanent abatement orders. The issuance of temporary or permanent abatement orders under this chapter shall be governed by the municipal court's rules of procedure, pertaining to temporary restraining orders, preliminary injunctions and permanent injunctions, except to the extent of any inconsistency with the provisions of this chapter, in which event the provisions of this chapter shall prevail. Temporary abatement orders provided for in this chapter shall go into effect immediately when served upon the property owner or party against whom they are directed. Permanent abatement orders shall go into effect as determined by the municipal court. No bond or other security shall be required of the town upon the issuance of any temporary abatement order.

B. Form and scope. Every abatement order under this chapter shall set forth the reasons for its issuance; shall be reasonably specific in its terms; shall describe in reasonable detail the acts and conditions authorized, required or prohibited; and shall be binding upon the subject property, the parties to the action, their attorneys, agents and employees, and any other person named as a defendant in the nuisance action and served with a copy of the order.

C. Substance of abatement orders. Temporary or permanent abatement orders entered under this chapter shall be narrowly tailored so as to address the particular kinds of separate violations that form the basis of the alleged nuisance. Such orders may include:

1. Orders requiring any defendant to take steps to abate the nuisance;
2. Orders authorizing town personnel to take reasonable steps to abate the nuisance activity and prevent it from recurring, considering the nature and extent of the separate violations;
3. Orders prohibiting certain named individuals from entering the property;
4. Orders reasonably necessary to access, maintain or safeguard the property; and/or
5. Orders reasonably necessary for the purposes of abating the nuisance or preventing the nuisance from occurring or recurring; provided, however, that no such order shall require the seizure of, the forfeiture of title to, or the appointment of a special receiver to protect, possess, maintain or operate any property.

D. Temporary abatement orders.

1. The purpose of a temporary abatement order shall be to temporarily abate an alleged

nuisance pending the outcome of the matter's judicial proceeding. A temporary abatement order may be issued by the court, even if the effect of such order is to change, rather than preserve, the status quo.

2. At any hearing on a motion for a temporary abatement order, the town shall have the burden of proving that there are reasonable grounds to believe that a nuisance occurred in or on the subject property and, in the case of a temporary order granted without notice to the defendant, that such order is reasonably necessary to avoid immediate, irreparable loss, damage or injury.

E. Permanent abatement orders. Where the existence of a nuisance is established in a civil action under this chapter, the court shall enter a permanent abatement order requiring the defendant to abate the nuisance and take specific steps to prevent the same and other nuisances from occurring or recurring on the property.

F. Motion to vacate or modify temporary abatement orders.

1. General. At any time a temporary abatement order is in effect, any defendant or any person holding any legal or equitable interest in any property governed by such an order may file a motion to vacate or modify said order. Any motion filed under this subsection shall state specifically the factual and legal grounds upon which it is based, and only those grounds may be considered at the hearing. The court shall vacate the order if it finds by a preponderance of the evidence that there are no reasonable grounds to believe that a nuisance was committed in or on the property. The court may modify the order if it finds by a preponderance of the evidence that such modification will not be detrimental to the public interest and is appropriate, considering the nature and extent of the violations.

2. Consolidation of hearing with other proceedings. If all parties so stipulate, the court may order the trial on the merits to be advanced and tried with the hearing on such motions.

G. Noncompliance to court issued order. It shall be unlawful for any person to fail to comply or refuse to abide by any of the terms and conditions of a temporary or permanent order issued by the court.

8.18.030 - Remedies.

A. The town and any defendant to an action under this chapter may, upon the court's approval, voluntarily stipulate to orders and remedies, temporary or permanent, that are in addition to those provided in this chapter.

B. In any case in which the town prevails in a civil action initiated pursuant to this chapter, the town may recover its reasonable costs and expenses of declaring and abating the nuisance, including reasonable attorney fees and costs of litigation; such costs may be assessed against the defendant and become a lien against the subject property pursuant to the procedure set forth herein in this chapter.

C. The remedies set forth herein are cumulative. The initiation of any action or the imposition of any penalty hereunder shall not preclude the town or any town official from instituting any other proceeding to require compliance with the provisions of the Code and with any administrative orders and determinations made hereunder. No provision herein shall be construed to limit or abrogate the right of any person to bring a private action to abate a private nuisance.

8.18.040 - Summary abatement.

Where, in the opinion of the town manager, or such person's designee, a nuisance exists and constitutes an immediate and serious danger to the public health, safety or welfare or, in the case of any nuisance in or upon any public street or public property, such may be summarily abated by the town without notice of any kind.

8.18.050 - Unlawful interference.

It is unlawful for any person to interfere with or prevent, or attempt to interfere with or prevent, the abatement of any nuisance by any employee or agent of the town pursuant to the provisions of this chapter.

8.18.060 - Recovery of expenses; lien.

A. All costs and expenses incurred by the town in abating any nuisance shall be paid by the property owner to the town clerk in full within 30 days after mailing by the town clerk to the property owner, by certified mail, a notice of and the assessment of such cost. Such notice shall include a statement of the work performed to abate the nuisance, the date of performance and the costs and expenses.

B. If the property owner desires to object to the assessment, the owner shall have 30 days from the date of certified mailing of the assessment to file a written objection with the town clerk. The town clerk shall then schedule the matter for hearing before the town manager. The owner shall be given at least 14 days written notice of the date, time and place of the hearing. The decision of the town manager shall be final and provided in writing to the property owner within seven days of completion of the hearing. C. Failure to pay the assessment within 30 days shall cause the assessment to become a lien with penalty and interest, upon the real property subject to abatement by the town. The penalty and interest shall be assessed at a rate equivalent to that which is assessed by state law upon delinquent general property taxes. Such lien shall have priority over all other liens except general taxes and shall, upon the town's certification and filing with the county, be collected and paid to the town by the county treasurer in the same manner as delinquent general property taxes.

8.18.070 – Inspection of property.

A. Right of entry; notice. Whenever necessary to make an inspection to enforce this chapter, or whenever a police, code enforcement officer or authorized town official has probable cause to believe there exists in any building, or upon any premises, any condition which constitutes a nuisance, such person shall first present proper credentials and request entry. If the responsible party cannot be located after a reasonable effort, the authorized town personnel shall post a notice of intent to inspect upon the premises in a conspicuous place. The notice shall state that the responsible party has the right to refuse entry. If entry is refused or 24 hours after posting of the property the authorized town official may appear before the municipal court judge and request an administrative search warrant to inspect the premises.

B. Search warrants. A police, code enforcement officer or authorized town official may

appear before the municipal judge and upon a showing of probable cause shall obtain a search warrant entitling such officer to enter the building or upon the premises, using such reasonable force as may be necessary to gain entry. The person applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the particular structure or premises at issue in order to obtain a search warrant, but must show factual or practical circumstances that would lead an ordinary prudent person to conclude that a nuisance exists and to act upon the condition of the property. Any municipal judge of the municipal court of the town shall have power to issue search warrants.

C. Emergencies. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this chapter, a police or code enforcement officer, or fire department, or emergency personnel in service to the town, may enter into any building or upon any premises using such reasonable force as may be necessary. An emergency situation includes any situation of imminent danger of loss of, or injury or damage to, life, limb, property or threat to public safety. It is unlawful for any owner or occupant of the building or premises to deny entry to any such officer or to resist reasonable force used by the officer acting pursuant to this subsection.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 26th day of February, 2020.

TOWN OF FIRESTONE, COLORADO

~~Bobbi Sindelar, Mayor~~

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

DRAFT

ORDINANCE NO. ___

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 2.44, MUNICIPAL COURT, OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO CIVIL ENFORCEMENT

WHEREAS, the Colorado Supreme Court in *Town of Frisco v. Baum* (90 P. 3d 845 (2004)) held, in part, that the statutory establishment of Municipal Courts, Article 10, Title 13, C.R.S., and the specific authority set forth in C.R.S. § 13-10-104 which provides that the municipal governing body of each city or town shall create a municipal court to hear and try all alleged violations of ordinance provisions of such city or town, grants municipalities which have adopted similar ordinances civil jurisdiction over certain local matters; and

WHEREAS, the Town of Firestone has adopted such an ordinance as set forth in Section 2.44.020, Jurisdiction, of the Firestone Municipal Code which provides that the Municipal Court shall hear and try all alleged violations of ordinance provisions of the Town; and

WHEREAS, the holding of the *Baum* case is thus that where directed by ordinance the Town's municipal court may hear civil matters such as those pertaining to zoning enforcement and nuisance abatement.

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

Section 1. Section 2.44.100 of the Firestone Municipal Code is enacted to read as follows:

Sec. 2.44.100 Authority of town to initiate civil action.

(a) The town is authorized to initiate a civil action in municipal court for an alleged violation of this Code, except for the provisions of Titles 6, 9, and 10. The town may seek to have the court declare a violation of this Code and request that the court enjoin the violation or order its restraint, removal, termination or abatement by the owner, agent, entity, occupant or person who caused the violation or such person or entity who allowed the violation to continue, or authorize the town manager or the manager's designee to cease or abate such violation.

(b) In order to facilitate just, speedy, and inexpensive determinations of such civil matters, the presiding municipal judge is empowered to adopt lawful rules of procedure, which rules shall be applicable in any civil enforcement action brought by the town; provided, however, that said rules of procedure adopted and promulgated by the presiding judge of the municipal court shall not conflict with or contradict state judicial practices nor conflict with the town's authority to pursue civil action for violations of the Code.

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this __th day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.d **Discussion/Action** **Meeting Date:** February 26, 2020 **Initiated By:** Jessica Clanton **Dept:** Finance

AGENDA TITLE

RESOLUTION 20-26: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER EQUITY LEASE AGREEMENT AND AMENDMENT BETWEEN THE TOWN OF FIRESTONE AND ENTERPRISE FM TRUST FOR THE LEASE OF MUNICIPAL FLEET VEHICLES

SUMMARY

Consideration of using Enterprise's fleet leasing program to establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety of the Town's current Fleet. The Town will be able to replace up to 13 of its oldest vehicles and add an additional 5 vehicles within the 1st year while staying below current budget levels.

HISTORY AND PREVIOUS BOARD ACTION

During the February 12th Board of Trustees meeting, I presented the aging fleet that the Town currently has and the option available to us to replace the existing fleet in the next 4 years by partnering with Enterprise and their Fleet Leasing program.

RECOMMENDATION

Staff recommends the approval of the resolution authorizing Town staff to execute the agreement.

ALTERNATIVES

Continue with the purchase of the 5 new vehicles and maintain the aging fleet.

ATTACHMENTS

1. Master Equity Lease Agmt Res
2. Master Equity Lease Agreement - Government (002)
3. GP1M - Town of Firestone Addendum to Equity MLA

FINANCIAL CONSIDERATIONS

The Town budgeted $268,000 for 5 new vehicles in 2020. With this program, the Town will be able to acquire 5 new vehicles with equipment as well as replace up to 13 vehicles for a total of $195,000.

RESOLUTION NO. 20-26

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER EQUITY LEASE AGREEMENT AND AMENDMENT BETWEEN THE TOWN OF FIRESTONE AND ENTERPRISE FM TRUST FOR THE LEASE OF MUNICIPAL FLEET VEHICLES

WHEREAS, the Town of Firestone's ("Town") vehicle fleet being without a replacement plan has numerous vehicles in need of replacement; and

WHEREAS, given the current number of vehicles in need of replacement, the Town finds that at this time acquisition of the vehicles by lease is the best means to meet the Town's needs; and

WHEREAS, Enterprise FM Trust is willing to provide the required vehicles upon terms and conditions favorable to the Town.

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

The Master Equity Lease Agreement and Amendment between Enterprise FM Trust and the Town of Firestone 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 and Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: David Owen

Title: Director

Address: 7201 S,. Fulton Street
Centennial, CO 80112

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

© 2018 Enterprise Fleet Management, Inc. H02744_Gov Equity

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of January, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of January, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Town of Firestone("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by Colorado state law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Colorado State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Town to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Town fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of January, 2020.

_____	_____
Town of Firestone(Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By_____	By_____
Title:_____	Title:_____

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.e **Discussion/Action** **Meeting Date:** February 26, 2020 **Initiated By:** Julie Pasillas **Dept:** Public Works

AGENDA TITLE

RESOLUTION 20-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND GOLF & SPORT SOLUTIONS, LLC, FOR LASER GRADING SERVICES FOR THE FIRESTONE SPORTS COMPLEX

SUMMARY

The agreement with Golf & Sport Solutions will be for laser grading of three fields at the Firestone Sports Complex. Since the construction of the Firestone Sports Complex, laser grading has not been completed and with many years of wear and tear, this site is in need of this service.

A properly graded field will provide a smoother playing surface, decreased standing water, increased play-ability, fewer rain delays, decreased potential for injuries, fewer bad ball bounces, and reduced holes or settling in heavy play areas. With the process of adding material and the laser-grading of the skinned areas, this will get the playing fields back to brand new. It is recommended that the fields be tended to through-out the year by proper dragging and the addition of infield mix when needed. Laser grading is recommended to be done at least every 3-4 years depending on the erosion and frequency of play.

HISTORY AND PREVIOUS BOARD ACTION

None

RECOMMENDATION

Staff recommends Board adopt a motion to approve Resolution 20-27, a resolution approving a Agreement for Professional Services with Golf and Sport Solutions for laser grading services.

ALTERNATIVES

The Board may choose not to approve Resolution 20-27, and provide Staff with additional direction.

ATTACHMENTS

1. Res 20-27 Laser Grading Services Agmt
2. Agreement for Professional Services with Golf & Sports Solutions

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed $25,972.12. Sufficient funds have been budgeted and appropriated in the Town's Park CIP account to cover this cost.

RESOLUTION NO.20-27

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND GOLF & SPORT SOLUTIONS, LLC, FOR LASER GRADING SERVICES FOR THE FIRESTONE SPORTS COMPLEX

WHEREAS, the Town of Firestone ("Town") is in need of laser grading services for the infields of the three ball fields at the Firestone Sports Complex; and

WHEREAS, Golf & Sport Solutions, LLC, has the expertise to perform such services for the Town.

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

The Agreement between the Town of Firestone and Golf & Sport Solutions, LLC, for laser grading of the infields of the three ballfields at the Firestone Sports Complex services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of February, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and **Golf & Sport Solutions**, an independent contractor with a principal place of business at 22455 WCR 49 La Salle, Colorado 80645 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Sports Complex Improvements (P2020-9325)**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $25,972.12. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and

remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted

pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

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

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

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

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

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

TOWN OF FIRESTONE, COLORADO

_____

Bobbi Sindelar, Mayor

ATTEST:

_____

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____

William P. Hayashi, Town Attorney

CONTRACTOR

By: _____

FIRESTONE

NO EMPLOYEE AFFIDAVIT

*To be completed only if Contractor has **no** employees*

1. **Check and complete one:**

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. **Check one.**

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, Megan Davidson, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature 02/18/2020 Date

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this 18th day of FEBRUARY, 2020, by MEGAN DAVIDSON as OFFICE MANAGER of GOLF SPORT SOLUTIONS.

My commission expires: 3/18/22

(S E A L)

TERRY L. MATTHEWS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104009371
MY COMMISION EXPIRES MARCH 18,2022

Notary Public

FIRESTONE

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

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

- Add material and laser grade three fields at the Firestone Sports Complex. Please see attached proposal for additional information.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- none

G&S GOLF SPORT SOLUTIONS LLC

Proposal

Submitted By: **Eric Pollock 303-961-0092**

PROPOSAL SUBMITTED TO:	**DESCRIPTION OF JOB:**
Town of Firestone 151 Grant Ave Firestone Co. 80520 Attention: Chuck Bradt Parks and Trails Foreman 303-901-0277 bbradt@firestoneco.gov	Add material and Laser Grade three fields at Firestone Sports Complex. Laser grading to be done on three skinned infields only. Wet and roll material.

WE HEREBY SUBMIT specifications and estimates for:

1. Northwest Field: (23,988 SqFt) add 1" of material (125 tons) and Laser Grade
2. Northeast Field: (23,988 SqFt) add 1" of material (125 tons) and Laser Grade
3. Southeast Field: (24,500 SqFt) add 1" of material (130 tons) and Laser Grade
4. Shuttle material onto fields
5.
6.

WE HEREBY PROPOSE to furnish labor complete with the above specifications for the sum of:

Labor and Equipment:	
Laser Grade 72,476 SqFt (three infields) @ .12 sqft	$8,697.12
Shuttle Material (380 tons onto 3 fields) @ $4.00/ton	$1,520.00
Material:	
250 tons of Classic Brown Infield: $24.00/ton	$6,000.00
130 tons of Razum Red Infield: $58.50/ton	$7,605.00
Freight: $4.90/ton	$ 1,862.00
Mobilization:	
72 miles @ $4.00/mi	$288.00
TOTAL:	**$25,972.12**

With payment to be made as follows: Net 30 days with approved credit.

Does not include:

1. Repairing existing irrigation system components damage because of the owner failing to locate existing irrigation system.
2. Repairing damage done to existing field by hauling material on and off the field.

Owners Responsibilities:

1. Locate and mark all sprinkler heads, valve boxes, quick couplers and any other utilities prior to G&S starting work.
2. Allow sufficient entry (fence openings) for G&S access into and out of work area.
3. Arrange for a site reasonably close (within 1/4 mile) of the field to dispose of the remnant grass and dirt material.

Authorized Signature: _____ **Date:** 1/8/2020

G&S Solutions, LLC

NOTE: This proposal may be withdrawn by us if not accepted within thirty (30) days.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become and extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____ **Date Accepted:** _____

***With approved credit, payment is due 30 days of invoice date. All invoices not paid within 30 days are considered past due. All accounts more than 30 days past due will be placed on C.O.D. unless other arrangements are made with G&S Solutions' credit department. A service charge of 1 1/2% per month will be added to all amount invoiced if not paid within 30 days. If G&S Solutions, at it's sole discretion, deems it necessary or advisable to bring legal or collection action to enforce payment, the Customer shall pay G&S all court costs and expenses arising out of or caused by the litigation or collection action, including accrued service charges and reasonable attorney's fees, and Weld County, Colorado shall have jurisdiction and venue for any and all litigation.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.f **Discussion/Action** **Meeting Date:** February 26, 2020 **Initiated By:** Jessica Clanton **Dept:** Finance

AGENDA TITLE

RESOLUTION 20-28: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN UNDERWRITER ENGAGEMENT AGREEMENT WITH STIFEL, NICOLAUS & COMPANY FOR UNDERWRITER SERVICES REGARDING WATER REVENUE BONDS

SUMMARY

Consideration of engaging Stifel, Nicolaus & Company for underwriter services for the possible issuance of water revenue bonds.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the approval of the resolution authorizing Town staff to execute the agreement.

ALTERNATIVES

ATTACHMENTS

1. Stifel Nicolaus Engagement Ltr Res
2. Form of Underwriter Agreement with Town of Firestone 2.12.20

FINANCIAL CONSIDERATIONS

There will only be financial considerations if and when a bond is issued.

RESOLUTION NO. 20-28

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN UNDERWRITER ENGAGEMENT AGREEMENT WITH STIFEL, NICOLAUS & COMPANY FOR SERVICES REGARDING WATER REVENUE BONDS AND SALES AND USE TAX BONDS

WHEREAS, the Town of Firestone ("Town") desires to finance various water, park and street projects through the issuance of water revenue bonds and possible refinancing of outstanding sales and use tax revenue bonds; and

WHEREAS, the performance of such tasks requires that the Town retain an Underwriter who can provide services, which pertain to the structuring of the financing and marketing of the securities, which includes but is not limited to, advice with respect to terms and conditions affecting the bond, creating a feasible and efficient structure for the bonds to enhance marketability and coordinating the printing and distribution of preliminary and final statements; and

WHEREAS, Stifel, Nicolaus & Company has the expertise to serve as the Town's Underwriter.

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

The Underwriter Engagement Agreement between the Town of Firestone and Stifel, Nicolaus & Company is approved in substantially the same form as the attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

UNDERWRITER ENGAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of February, 2020, by and among the Town of Firestone, (the "Issuer") and Stifel, Nicolaus & Company, Incorporated, (the "Underwriter" or "Stifel"), with reference to the following facts:

RECITALS

WHEREAS, the Issuer plans to issue Water Revenue Bonds and Sales and Use Tax Revenue Bonds (the "Bonds") to finance various projects within the Town of Firestone including water projects, park projects, and street projects, and a possible refinancing of outstanding sales and use tax revenue bonds, (the "Project"); and

WHEREAS, the Issuer desires and is authorized by law to retain the services of the Underwriter in connection with the issuance of the Bonds; and

WHEREAS, the Underwriter agrees to be retained by the Issuer and to provide to the Issuer the services described herein; and

WHEREAS, Stifel agrees to act as underwriter, subject to the conditions set forth herein;

NOW therefore, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

Scope of Services

The Issuer has engaged the Underwriter to perform various services related to the issuance of the Bonds, which are to be performed within the framework of all relevant rules and regulations. All services are provided on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor.

With this understanding, the Underwriter may provide the following services and perform the following functions with respect to the Bonds:

A. <u>Structuring the Financing</u>

1. The Underwriter will work with the Issuer, its bond counsel, financial advisor, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting the Bonds with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality;

2. The Underwriter will work with the Issuer to create a feasible and efficient structure for the Bonds in order to enhance the Bonds' marketability; and

3. In cooperation with Issuer, the Underwriter will assist in the preparation of and/or review of all documents necessary to implement the issuance of the Bonds, including, but not limited to, authorizing resolutions, bond purchase agreement, and preliminary and final official statements distributed to potential investors, as required

B. <u>Marketing the Securities</u>

1. The Underwriter will provide information and material as needed to support presentations for rating agencies and/or bond insurance companies; if requested;

2. The Underwriter will coordinate printing and distribution of the preliminary and final official statements;

3. Together with the Issuer and other appropriate parties, the Underwriter will provide market information on the timing of the sale of the Bonds in relation to the market conditions and financing needs;

4. The Underwriter will arrange for distribution of the final official statements in accordance with Section 240.15c2-12 of Title 17 of the Code of Federal Regulations; and

5. The Underwriter will serve as sole managing underwriter of the Bonds, which obligation is conditioned upon the execution of a mutually satisfactory bond purchase agreement and other customary documentation, and coordinate with all parties so as to consummate the sale and delivery of the Bonds in a timely manner.

Regulatory Disclosure

Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities. Some of the services that Stifel will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Bond issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Bonds, the parties understand and agree that Stifel is serving as an underwriter for this transaction and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. Issuer agrees that Stifel will not be serving as the Issuer's financial advisor or acting as an agent or fiduciary for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors. This Agreement and relationship shall be either executed, approved or acknowledged by the governing board of Issuer (the "Governing Board").

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

1. Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

2. The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the issuer.

3. The underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests.

4. The underwriter has a duty to purchase the securities from the issuer at a fair and reasonable price, but must balance that duty with its duty to sell the securities to investors at prices that are fair and reasonable.

5. The underwriter will review the official statement for the securities in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. [1]

Disclosures Concerning the Underwriter Compensation

The underwriter will be compensated by a fee and/or an underwriting discount outlined below and that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

Since Stifel has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

Limitation of Duties

The Issuer acknowledges and agrees that Stifel is not making a commitment to extend credit, make a loan or otherwise fund the Project beyond the obligations contained in a mutually satisfactory bond purchase agreement. The Issuer acknowledges that the services provided under this Agreement involve professional judgment by Stifel and that the results cannot be, and are not, guaranteed.

As addressed above, among the services that Stifel will perform under this Agreement is assistance in preparation of, and/or review of the preliminary and final official statements for the Bonds. We note, however, that under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Our assistance with respect to, and/or review of the official statement will be solely for purposes of satisfying

---

[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

our obligations as underwriter under the federal securities laws and such assistance and/or review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Expenses

The Issuer, from the Bond proceeds, will pay the Underwriter's costs incurred in the performance of this Agreement, including costs of its legal counsel, if any, communication, preparation of the official statements, and overhead expenses.

The Issuer, from the Bond proceeds or other lawfully available funds, will pay for legal fees, including disclosure counsel; rating agency and credit enhancement fees including all related travel (if any); the cost of appraisal, fiscal consultant, statistical, computer, and graphics services (if any), cost of printing and distribution of the official statements and expense of publication, advertising, and informational meetings; and the costs of fiscal agent or bond trustee and registrar.

Compensation

The Underwriter agrees to prepare and coordinate all aspects of the sale of the Bonds. Stifel will be paid only when the Bonds are sold. The fee for Stifel's preparation and coordination of the sale of the Bonds shall be $4.75 per $1,000.00 of Bonds sold. The underwriting fee is contingent on a successful sale of the Bonds and is payable from the proceeds of the Bonds.

Term of Agreement

This Agreement is to continue until the Project is financed or until the Governing Board formally abandons the Project, unless previously terminated by mutual written consent of the parties hereto.

This Agreement may be terminated at any time by the Issuer, upon five business days' prior notice to such effect to the Underwriter, or by the Underwriter upon five business days' prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under the Expenses section hereof.

Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the Colorado, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which Issuer or Underwriter may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Issuer and the Underwriter agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

Subcontractors

The Underwriter shall, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Agreement.

Miscellaneous

Nothing contained herein shall preclude the Underwriter from carrying on its customary and usual business activities. The Underwriter specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by the Underwriter in connection with this Agreement shall not limit the Underwriter from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

In connection with services agreed to herein, it is understood that the Underwriter will render professional services as an independent contractor. Neither the Underwriter nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

The Underwriter shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Issuer.

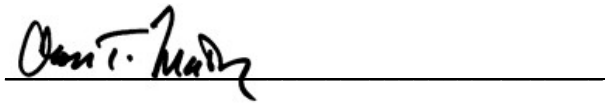
The Issuer acknowledges and recognizes Stifel as Underwriter with respect to the municipal securities referenced for purposes of MSRB Rule G-23 and Securities and Exchange Commission Rule 17 CFR (Registration of Municipal Advisors) and acknowledges receipt of the G-17 disclosures included herein. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by both parties. It is solely for the benefit of the Issuer and Stifel, and no other person.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the Issuer will occur upon the return of one original executed by an authorized Issuer representative, and the Issuer hereby represents that the signatory below is so authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Stifel, Nicolaus & Company, Incorporated

By 

Name: Alan Matlosz

Title: Managing Director

Date: February 12, 2020

ACCEPTANCE

Town of Firestone

By _____

Name _____

Title _____

Date _____

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 13.a **Executive Session** **Meeting Date:** February 26, 2020 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE

An executive session pursuant to C.R.S. 24-6-402(4)(a) and C.R.S. 24-6-402(e)(1) regarding the purchase or acquisition of real property for economic development and determining positions relative to matters that may be subject to negotiations , developing strategy for negotiations and instructing negotiators regarding such purchase or acquisition.

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS